



CITY COUNCIL AGENDA

DECEMBER 1, 2015

(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-2015

MONTH	SCHEDULED
January	13, 20
February	10, 24
March	3, 17
April	14, 28
May	12, 19*, 26***
June	2, 16, 23**
July	Break
August	4, 11**, 25
September	1, 10**, 15
October	13, 27
November	10, 17
December	1, 15

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

II. Support or Opposition on Agenda Items

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

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

III. Citizen Participation

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

IV. Rules of Courtesy

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

I. Información General

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

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

EL HORARIO DEL AYUNTAMIENTO-2015

EL MES	PROGRAMADO
Enero	13, 20
Febrero	10, 24
Marzo	3, 17
Abril	14, 28
Mayo	12, 19*, 26***
Junio	2, 16, 23**
Julio	Descanso
Agosto	4, 11**, 25
Septiembre	1, 10**, 15
Octubre	13, 27
Noviembre	10, 17
Diciembre	1, 15

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

II. Apoya u Opone los Artículos del Orden del Día

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

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

III. Participación de los Ciudadanos

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

IV. Reglas de Cortesía

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

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Agenda



Arlington City Council Meeting

City Hall Council Chamber
101 W. Abram St.

Tuesday, December 01, 2015
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 MINUTES

Afternoon Meeting, November 10, 2015
Evening Meeting, November 10, 2015
Afternoon Meeting, November 17, 2015
Evening Meeting, November 17, 2015

- 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

VII. 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. **Professional Services Contract for Actuarial Services, Bid Project 16-0051 (MO#12012015-001)**
Authorize the City Manager or his designee to execute a one-year professional services contract for actuarial services with Gabriel, Roeder, Smith & Company of Irving, Texas, in the estimated amount of \$48,000, and execute any and all documents necessary to carry out such contract. Funds are budgeted in the following Human Resources accounts: Other Post-Employment Benefit Valuation (OPEB) Account No. 520102-61043 [\$15,200]; Disability Income Plan Account No.990201-61033 [\$8,100]; Part-Time, Seasonal and Temporary Deferred Income Plan (PST DIP) Account No. 990301-61033 [\$12,200]; Workers' Compensation Fund Account No. 510101-61043 [\$6,250]; and Arlington Property Finance Authority Fund (Risk) Account No. 800120-61043 [\$6,250].
2. **Water Billing System Annual Maintenance Support and Licensing (MO#12012015-002)**
Authorizing the City Manager or his designee to execute a renewal of annual maintenance support and licensing with Systems & Software, Inc., of Williston, Vermont, for maintenance support of the enQuesta water utility billing system for calendar year 2016 in the amount of \$488,634. Funding is available in Water Operating Account No. 600301-63142.
3. **Phase Two for the Purchase of Replacement Tasers, Cartridges, Holsters and Batteries, Bid Project 16-0038 (MO#12012015-003)**
Authorize the City Manager or his designee to approve the sole-source purchase of Tasers, cartridges, holsters, and batteries with TASER International, Inc. in the estimated amount of \$175,000, and execute any and all documents necessary to carry out such purchase. TASER International, Inc., of Scottsdale, Arizona, is the sole provider of TASER product; therefore, the purchase is exempt from the competitive bidding statutes in accordance with Texas Local Government Code, Section 252.022 (a) 7 as sole-source procurement. Funds are budgeted in Police Federal Treasury Restricted Fund Account No. 270104-60022.
4. **Purchase of Two Fire Apparatus, Bid Project 16-0045 (MO#12012015-004)**
Authorize the City Manager or his designee to approve the purchase of two fire apparatus with Metro Fire Apparatus Specialists, Inc. of Houston, Texas, through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program, in an amount not to exceed \$1,184,956, and execute any and all documents necessary to carry out such purchase. Funds are budgeted in Fire Department Fire Operations Account No. 220201-68200.

5. **Purchase of Ammunition, Bid Project 16-0006 (MO#12012015-005)**
Authorize the City Manager or his designee to approve the purchase of ammunition with Precision Delta Corporation of Ruleville, Mississippi in the estimated amount of \$83,978.48; GT Distributors, Inc. of Austin, Texas in the estimated amount of \$43,737.15; and Bailey's House of Guns, Inc. of Houston, Texas in the estimated amount of \$19,861.31, for a total estimated amount of \$147,576.94, and execute any and all documents necessary to carry out such purchase. Funds are budgeted in Police Department Operations Account No. 810301-60014.
6. **Purchase of 33 Dodge Chargers, Bid Project 16-0044 (MO#12012015-006)**
Authorize the City Manager or his designee to purchase 33 Dodge Charger Police Sedans with Freedom Chrysler Dodge Jeep Ram of Dallas, Texas, through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program in the amount of \$820,930 and execute any and all documents necessary to carry out such purchase. Funds are budgeted in Fleet Services Administration Account No. 790101-68200.
7. **Renewal of Annual Requirements Contract for Streetlight Poles, Lights and Accessories, Bid Project 13-0064 (MO#12012015-007)**
Authorize the City Manager or his designee to exercise the third of four, one year renewal options in the contract for the purchase of streetlight poles, lights and accessories with Graybar Electrical Company, Inc. of Fort Worth, Texas, in the estimated amount of \$311,195.43, and execute any and all documents necessary to carry out such renewal. Funds are budgeted in Public Works Streetlight Maintenance Account No. 720106-63119.
8. **Renewal of Annual Requirements Contract for Auto Body Shop Repair Services, Bid Project 14-0006 (MO#12012015-008)**
Authorize the City Manager or his designee to exercise the second of four one-year renewal options in the annual requirements contract for auto body shop repair services with Align Auto Collision & Painting of Arlington, Texas, in the estimated amount of \$150,000, and execute any and all documents necessary to carry out such renewal. Funds are budgeted in various citywide Departmental Fleet Non-target Repair accounts.
9. **Renewal of Annual Requirements Contract for Hot-Mix Asphaltic Concrete, Bid Project 14-0009 (MO#12012015-009)**
Authorize the City Manager or his designee to exercise the second of four one-year renewal options in the annual requirements contracts for hot-mix asphaltic concrete with Reynolds Asphalt & Construction Company of Euless, Texas, in the estimated amount of \$827,250 and JLB Contracting, L.P. of Fort Worth, Texas, in the estimated amount of \$825,000, for a total estimated amount of \$1,652,250, and execute any and all documents necessary to carry out such renewals. Funds are budgeted in Street Maintenance Sales Tax Account No. 720101-63132.
10. **Renewal of Annual Requirements Contract for Supply and Delivery of Paper, Bid Project 12-0005 (MO#12012015-010)**
Authorize the City Manager or his designee to exercise the fourth and final, one-year renewal option in the contract for the supply and delivery of printing paper with Western-BRW Paper Co., Inc. of Arlington, Texas, in the estimated amount of \$200,367.46, and execute any and all documents necessary to carry out such renewal. Funds are budgeted in Knowledge Services Account No. 180201-60026.

11. **Annual Requirements Contract for Pavement Leveling Services, Bid Project 16-0047 (MO#12012015-011)**
Authorize the City Manager or his designee to approve an annual requirements contract for pavement leveling services with Nortex Concrete Lift and Stabilization, Inc. of Fort Worth, Texas, through an interlocal cooperative purchasing agreement with the City of Grand Prairie in the estimated amount of \$100,000, and execute any and all documents necessary to carry out such contract. Funds are budgeted in Public Works Street Maintenance Account No. 720101-63132.
12. **Annual Requirements Contract for Audio Books, Bid Project 16-0022 (MO#12012015-012)**
Authorize the City Manager or his designee to execute an annual requirements contract for the sole-source purchase of audio books with Recorded Books, LLC of Prince Frederick, Maryland, in the estimated amount of \$75,000. This purchase is exempt from the competitive bidding statutes in accordance with the Texas Local Government Code, Section 252.022 as sole-source procurement. Funds are budgeted in Library Books Account No. 960301-60015.
13. **Construction Contract for Miracle Field Shade Improvements, Project No. PKPL-16001 (MO#12012015-013)**
Authorize the City Manager or his designee to execute a construction contract with Hutcherson Construction, Inc. of Arlington, Texas for construction of Miracle League Field shade improvements in the amount of \$76,200. Funding is available in Parks and Recreation Bond Account No. 508501-68101-53420598.
14. **Change Order No. 1 - Implementation of Phase II of the Energy Efficiency Program, Bid Project 16-0040**
 - a. Authorize the City Manager or his designee to execute Change Order No. 1 for the implementation of Phase II to the Energy Efficiency Program with OpTerra Energy Services through an Interlocal Agreement for Cooperative Purchasing with the Dallas County Schools d/b/a Texserve in the amount of \$3,356,770. **(MO#12012015-014)**
 - b. Authorize the City Manager or his designee to execute an agreement for the financing of Phase II of the Energy Efficiency Program to be engineered, designed, constructed and commissioned by OpTerra Energy Services with Banc of America in the amount of \$3,285,570. The project cost is different from the amount financed because of \$71,200 worth of incentives. The financing is cost less incentives. **(MO#12012015-015)**

Change Order No. 1 for the implementation of Phase II will extend the original contract terms from 15 years to 17 years and increase the total contract amount from \$10,520,980 to \$13,877,750.

Financing for the Energy Efficiency Program will be provided through a 17-year lease purchase agreement with Banc of America. Annual payments for the lease purchase period are guaranteed through cost-savings realized through Energy Efficiency Program measures

B. Consent Agenda Resolutions

1. **Brownfields Assessment Grants**

A resolution authorizing the submission of a grant application to the U.S. Environmental Protection Agency's Brownfields Program for a communitywide assessment grant for hazardous substances and petroleum, and authorizing the execution of documents relative to the submission, later acceptance and administration of such grant funds.

2. **Cottonwood Creek and Fish Creek Flood Protection Plan**

A resolution adopting the Cottonwood Creek and Fish Creek Flood Protection Plan and the amended hydrologic and hydraulic models.

3. **Bethesda Water Supply Corporation Sale Agreement**

A resolution authorizing the execution of an Interlocal Agreement with the Bethesda Water Supply Corporation for the sale and delivery of treated water.

4. **CJD Body-Worn Camera Program Grant Application**

A resolution authorizing the submission of a preliminary application to the Criminal Justice Division of the Office of the Governor for funding assistance for implementation of a body-worn camera program.

5. **Approval to Execute Handitran FY 14 FTA Grant Award Funds**

A resolution authorizing the drawing down of funds provided by the Federal Transit Administration for funding assistance during FY 2014 for Capital and operating expenses for Handitran and authorizing the execution of documents relative to the drawing down of such grant funds.

6. **Approval to Execute Handitran FY 15 FTA Grant Award Funds**

A resolution authorizing the drawing down of funds provided by the Federal Transit Administration for funding assistance during FY 2015 for Capital and operating expenses for Handitran and MAX commuter bus service and authorizing the execution of documents relative to the drawing down of such grant funds.

END OF CONSENT AGENDA

VIII. ITEMS TO BE WITHDRAWN FROM THE CONSENT AGENDA

IX. CONSIDER AND VOTE ON WITHDRAWN ITEMS

X. PUBLIC HEARINGS: ORDINANCES FIRST READING AND/OR RESOLUTIONS

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 – Resolutions

1. **Variance Appeal to the Alcohol Distance Requirements of the “Occupation Taxes” Chapter – AV15-1**

Following the public hearing, consider a resolution authorizing a variance to the distance requirements of the “Occupation Taxes and Licenses” Chapter of the Code of the City of Arlington, relative to allowing the sale of alcoholic beverages within three hundred feet (300’) of a church, public school, public hospital, or a private school.

RESOLUTION

A resolution authorizing a variance to the distance requirements for the sale of alcohol for off-premise consumption at Hawk’s Pantry, located at 1606 West Randol Mill Road, Arlington, Texas, pursuant to Section 1.04 of the Occupation Taxes Chapter of the Code of the City of Arlington.

XI. 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. **Ordinance Granting Gas Franchise to Atmos Energy Corporation**

First reading of an ordinance amending the “Utilities” Chapter of the Code of the City of Arlington, Texas, 1987, through the amendment of Article III, entitled Gas, by granting to Atmos Energy Corporation, a Texas and Virginia corporation, its successors and assigns, a franchise to furnish, transport and supply gas to the general public in the City of Arlington, Tarrant County, Texas, for the transporting, delivery, sale, and distribution of gas in, out of, and through said municipality for all purposes; providing for the payment of a fee or charge for the use of the streets, alleys, and public ways; repealing all previous Atmos Energy gas franchise ordinances; providing that it shall be in lieu of other fees and charges, excepting ad valorem taxes; prescribing the terms, conditions, obligations and limitations under which such franchise shall be exercised; providing this ordinance be cumulative; providing for severability; providing for governmental immunity; providing for injunctions; and providing an effective date.

XII. ANNOUNCEMENTS

XIII 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

November 10, 2015

1:30 PM

The City Council of the City of Arlington, Texas, convened in Special Session on November 10, 2015, 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 1:36 p.m. and immediately convened in Executive Session.

II. EXECUTIVE SESSION

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

A. Section 551.071, CONSULTATION WITH ATTORNEY

1. Discussion of New York Ave., LLC v. City of Arlington lawsuit
- B. Section 551.072, DELIBERATION REGARDING REAL PROPERTY
1. Discussion of gas leases on City Property
 2. Discussion regarding the settlement of negotiations with 1503 E. Abram Street
 3. Oil and Gas Lease - Vantage Fort Worth Energy, LLC; Lease No. 15-001
A resolution authorizing the City Manager or his designee to execute an Oil and Gas Lease between Vantage Fort Worth Energy, LLC, and the City of Arlington relative to the exploration and production of natural gas situated under approximately 12.46 acres of land being a portion of Lake Arlington, City of Arlington, Tarrant County, Texas.
 4. Fourth Amendment to Oil and Gas Lease - Chesapeake Exploration, L.L.C., Total E&P USA, Inc., and Larchmont Resources, L.L.C.; Lease No. 10-051
A resolution authorizing the City Manager or his designee to execute a Fourth Amendment to Oil and Gas Lease between Chesapeake Exploration, L.L.C., Total E&P USA, Inc., Larchmont Resources, L.L.C., and the City of Arlington relative to a No Surface Use Oil and Gas Lease in approximately 0.900 acres of land being 3601 Little Road and Little School Road Right-of-Way, City of Arlington, Tarrant County, Texas, for a resulting total lease of approximately 17.27 acres.
- C. Section 551.087, DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS
1. Offers of Incentives to Business Prospects.

At 4:21 p.m., Executive Session was adjourned, and after a short break, Council reconvened in Open Session at 4:38 p.m.

III. WORK SESSION

A. Federal Legislative Agenda

Jennifer Wichmann, Director, Management Resources Department, reported to Council on the Federal Legislative Agenda. Karen VanWinkle, Airport Manager, Arlington Municipal Airport, was available for questions.

B. 2016-2018 Library Strategic Plan

Cary Siegfried, Director of Libraries, presented the 2016-2018 Library Strategic Plan.

IV. ISSUES SESSION

A. Discussion of informal staff reports

1. Quarterly Update FY2016 - Support Quality Education

Gilbert Perales, Deputy City Manager of Strategic Support, presented the Quarterly Update FY2016 - Support Quality Education newsletter.

B. Discussion of committee meetings

1. Municipal Policy - Single-Family Residential & Commercial Property Maintenance Improvement Strategy; Watershed Study Update

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

C. Discussion of miscellaneous items

1. Appointments to boards and commissions

2. Evening Agenda items

Items VIII.A.1, XI.A.3, XI.A.4 and XII.B.1 were discussed.

3. Issues relative to City construction projects

Mayor J. Williams spoke regarding Texas Department of Transportation's construction project on Cooper Street. Keith Melton, Director, Public Works and Transportation Department, was available for questions

4. Future Agenda Items

At 5:25 p.m., there being no further business, the meeting was adjourned.

APPROVED:

W. Jeff Williams, Mayor

ATTEST:

Mary W. Supino, City Secretary

Minutes



Arlington City Council Regular Meeting

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

November 10, 2015

6:30 PM

The City Council of the City of Arlington, Texas, convened in Regular Session on November 10, 2015, at 6:30 pm in the Council Chamber of the City Hall Building, 101 West Abram Street, with the meeting being open to the public and notice of said meeting, giving the date, place and subject thereof, having been posted as prescribed by V.T.C.A., Government Code, Chapter 551, with the following members present, to-wit:

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

Absent: Councilmember R. Shepard

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

I. CALL TO ORDER

Mayor J. Williams called the meeting to order at 6:34 p.m.

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

Lt. Patrick Jones, Salvation Army, gave the invocation, and the Pledge of Allegiance to U.S. and Texas Flags were recited.

III. SPECIAL PRESENTATIONS

Mayor J. Williams introduced Lieutenant Patrick Jones who announced the 2015 Salvation Army Red Kettle

campaign kickoff.

IV. APPOINTMENTS TO BOARDS AND COMMISSIONS

V. SPEAKER GUIDELINES AND GENERAL DECORUM

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

VI. APPROVAL OF ITEMS FROM EXECUTIVE SESSION

1. Oil and Gas Lease - Vantage Fort Worth Energy, LLC; Lease No. 15-001
A resolution authorizing the City Manager or his designee to execute an Oil and Gas Lease between Vantage Fort Worth Energy, LLC, and the City of Arlington relative to the exploration and production of natural gas situated under approximately 12.46 acres of land being a portion of Lake Arlington, City of Arlington, Tarrant County, Texas.

The following individuals appeared in opposition to the proposed resolution: Dr. Richard Guldi, Dallas, 75248; Kim Feil, 409 N. Elm St., 76011; Lorraine Levine (Rogson), 3508 Halifax Dr., 76013; Chris Guldi, 7228 La Sabrina, Dallas, 75248; Ranjana Bhandari, 903 Loch Lomond Dr., 76012; Harriet Irby, 3400 Peachtree Ln., 76013; Gary Stuard, 6133 Reiger Ave., Dallas, 75214 and Linda Cooke, 4029 Lively Ln., Dallas, 75220. There were two individuals registered in opposition to the proposed resolution.

Councilmember R. Rivera made a motion to deny a resolution authorizing the City Manager or his designee to execute an Oil and Gas Lease between Vantage Fort Worth Energy, LLC, and the City of Arlington relative to the exploration and production of natural gas situated under approximately 12.46 acres of land being a portion of Lake Arlington, City of Arlington, Tarrant County, Texas. Seconded by Councilmember S. Capehart, the motion carried with the following vote:

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

NAYS: Councilmember J. Bennett

ABSTAIN: None

2. Fourth Amendment to Oil and Gas Lease - Chesapeake Exploration, L.L.C., Total E&P USA, Inc., and Larchmont Resources, L.L.C.; Lease No. 10-051
A resolution authorizing the City Manager or his designee to execute a Fourth Amendment to Oil and Gas Lease between Chesapeake Exploration, L.L.C., Total E&P USA, Inc., Larchmont Resources, L.L.C., and the City of Arlington relative to a No Surface Use Oil and Gas Lease in approximately 0.900 acres of land being 3601 Little Road and Little School Road Right-of-Way, City of Arlington, Tarrant County, Texas, for a resulting total lease of approximately 17.27 acres.

Councilmember R. Rivera made a motion to deny a resolution authorizing the City Manager or his designee to execute a Fourth Amendment to Oil and Gas Lease between Chesapeake Exploration, L.L.C., Total E&P USA, Inc., Larchmont Resources, L.L.C., and the City of Arlington relative to a No Surface Use Oil and Gas Lease in approximately 0.900 acres of land being 3601 Little Road and Little School Road Right-of-Way, City of Arlington, Tarrant County, Texas, for a resulting total lease of approximately 17.27 acres. Seconded by Councilmember S. Capehart, the motion carried with the following vote:

AYES: Mayor J. Williams, Councilmember S. Capehart, Councilmember R. Rivera, Councilmember K. Wilemon, Councilmember L. Wolff, Councilmember R. Shepard and Councilmember M. Glaspie

NAYS: Councilmember C. Parker and Councilmember J. Bennett

ABSTAIN: None

VII. APPROVAL OF MINUTES

Afternoon Meeting, October 27, 2015

Evening Meeting, October 27, 2015

Councilmember L. Wolff made a motion to approve the minutes for the October 27, 2015 Afternoon and Evening Meetings. Seconded by Councilmember K. Wilemon, the motion carried with 8 ayes and 0 nays.

VIII. APPROVAL OF CONSENT AGENDA

Councilmember S. Capehart made a motion to approve all items from the Consent Agenda. Seconded by Councilmember L. Wolff, the motion carried with 8 ayes and 0 nays.

A. Minute Orders

1. Sole-Source Annual Maintenance Agreement for Polaris Integrated Library System Automation Software, Bid Project 16-0034 **(MO#11102015-001)**
Authorize the City Manager or his designee to execute a sole-source annual maintenance agreement for the Polaris Integrated Library System (ILS) Automation Software with Innovative Interfaces, Inc. of Emeryville, California, in the amount of \$74,092.89, and execute any and all documents necessary to carry out such agreement. This purchase is exempt from the competitive bidding statutes in accordance with the Texas Local Government Code, Section 252.022 (a) 7 as sole-source procurement. Funds are budgeted in Library Electronic Services Account No. 960401-63142.
2. Renewal of Annual Requirements Contract for Flocculent Polymer, Bid Project 14-0037 **(MO#11102015-002)**
Authorize the City Manager or his designee to exercise the second of four, one-year renewal options in the contract for flocculent polymer with Polydyne, Inc. of Riceboro, Georgia in the

estimated amount of \$85,800, and execute any and all documents necessary to carry out such renewal. Funds are budgeted in the Water Treatment Operations Account No. 620101-60008.

3. Renewal of Annual Requirements Contract for Caustic Soda, Bid Project 14-0039 **(MO#11102015-003)**
Authorize the City Manager or his designee to exercise the second of four, one-year renewal options in the contract for caustic soda with Univar USA, Inc. of Bedford Park, Illinois in the estimated amount of \$699,625, and execute any and all documents necessary to carry out such renewal. Funds are budgeted in the Water Treatment Operations Account No. 620101-60008.
4. Renewal of Annual Requirements Contract for Liquid Aluminum Sulfate, Bid Project 15-0007 **(MO#11102015-004)**
Authorize the City Manager or his designee to exercise the first of four, one-year renewal options in the contract for the supply and delivery of liquid aluminum sulfate with Chameleon Industries, Inc. of Mesquite, Texas, in the estimated amount of \$548,280, and execute any and all documents necessary to carry out such renewal. Funds are budgeted in Water Treatment Operations Account No. 620101-60008.
5. Annual Requirements Contract for Fire Hydrants, Bid Project 15-0158 **(MO#11102015-005)**
Authorize the City Manager or his designee to execute an annual requirements contract for fire hydrants with Ferguson Waterworks of Dallas, Texas in the estimated amount of \$265,298, and execute any and all documents necessary to carry out such contract. Funds are budgeted in Water Utilities Inventory Account No. 5000-16000.
6. Contract Modification No. 1 for Tri-Schools Street Improvements (Ledbetter Road, Russell Road, Calender Road, and Curry Road); Project PWST10010 **(MO#11102015-006)**
Authorizing the City Manager or his designee to execute Contract Modification No. 1 to the construction contract with Jackson Construction, Ltd., of Fort Worth, Texas, for the Tri-Schools Street Improvements Project (Ledbetter Road, Russell Road, Calender Road, and Curry Road) in the amount of \$1,683,773.20. Funding is available in the following accounts: Street Bond Fund Account No. 358504-68153-65360699 [\$571,997.20], Water Bond Fund Account No. 658502-68252-20000205 [\$1,105,636.00], and Sewer Bond Fund Account No. 648502-68250-20000204 [\$6,140.00].
7. Advance Funding Agreement for Supplemental Transportation Program - Green Ribbon Project Agreement **(MO#11102015-007)**
Authorizing the City Manager or his designee to execute a Local Project Advance Funding Agreement with the Texas Department of Transportation (TXDOT) of Fort Worth, Texas for a Supplemental Transportation Program Green Ribbon Project in the amount of \$400,000. Funding is available in the Park Capital Fund Account No. 508501-53680598-68101.
8. Corridor Landscaping and Beautification Project, Bid Project 16-0012 **(MO#11102015-008)**
Authorize the City Manager or his designee to execute a contract for corridor landscaping

and beautification services with Greycon, Inc. of Arlington, Texas in the estimated amount of \$140,950, and execute any and all documents necessary to carry out such contract. Funds are budgeted in Parks and Recreation Account No. 121201-46250-125047.

9. **Consultant Services Contract for a Lynn Creek Linear Trail Project, Project No. PKPL-15003 (MO#11102015-009)**

Authorizing the City Manager or his designee to execute a Consultant Services Contract for design documents for the Lynn Creek Linear Trail project with Schrickel, Rollins and Associates, Inc. of Arlington, Texas, in an amount not to exceed \$241,415. Funding is available in Park Capital Account No. 508501-61002-53580598.

10. **Construction Contract for Martha Walker Park Development, Project No. PKPL-14003 (MO#11102015-010)**

Authorize the City Manager or his designee to execute a construction agreement with North Rock Construction LLC of Denton, Texas for Martha Walker Park Development in the amount not to exceed \$648,820. Funding is available in Parks Capital Fund Account No. 508501-68101-53500598.

B. Consent Agenda Ordinances - Final Readings

1. **Zoning Case ZA15-3 (Kautz Office - 4247 Pleasantview Drive)**
Consider a request to change the zoning of property to Limited Office (LO) on approximately 0.573 acres zoned Residential Single-Family 7.2 (RS-7.2) and generally located north of the West Interstate 20 Highway service road and east of Pleasantview Drive. Final reading of an ordinance changing the zoning classification on certain property known as 4247 Pleasantview Drive to Limited Office (LO) and amending the Zoning District Map accordingly.

ORDINANCE NO. 15-053

2. **Zoning Case PD15-7 (Remodel for Kerr Industries - 2540 East Abram Street)**
Consider a request for a change in the zoning of property to Planned Development (PD) for limited Industrial Manufacturing (IM) uses, with a Development Plan on approximately 11.251 acres zoned General Commercial (GC) and generally located south of East Abram Street and west of South Watson Road. Final reading of an ordinance changing the zoning classification on certain property known as 2540 East Abram Street to Planned Development (PD) for limited Industrial Manufacturing (IM) uses, with a Development Plan and amending the Zoning District Map accordingly.

ORDINANCE NO. 15-054

3. **Special Event Zone in Support of the College Football Playoff Semi-Final at the Goodyear Cotton Bowl Classic**
Final reading of an ordinance prohibiting certain activities within a special event zone in connection with the College Football Playoff Semi-Final at the Goodyear Cotton Bowl

Classic 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. 15-055

4. Storage of Recycling Containers
Final reading of an ordinance amending the "Health and Sanitation" Chapter of the Code of the City of Arlington, Texas, 1987, through the amendment of Article I, Definitions, Section 1.01, Definitions, by the addition of the definitions of "Recycle", "Recyclable Materials, Recyclables or Recycling" and "Reusable Recycling Container"; and the amendment of Article II, Garbage and Trash, by the addition of Section 2.02.01, Residential Storage of Reusable Recycling Containers; providing this ordinance be cumulative; providing for severability, governmental immunity and publication; and becoming effective ten days after first publication.

ORDINANCE NO. 15-056

C. Consent Agenda Resolutions

1. COPS Community Policing Development Microgrant Program
A resolution authorizing the acceptance of a grant from the United States Department of Justice Office of Community Oriented Policing Services (COPS) for funding in the amount of \$74,999 over two years through the COPS Community Policing Development Microgrant Program for the development of a smartphone app for officers and the general public and authorizing the execution of contracts and other documents relative to the submission and later acceptance of such grant.

RESOLUTION NO. 15-273

2. Family Violence Intervention and Prevention Grant
A resolution authorizing the acceptance of a grant award from the Criminal Justice Division of the Office of the Governor for funding assistance not to exceed \$81,442 from the Victims of Crime Act fund for funding of one Victim Services Counselor and authorizing the execution of documents relative to the acceptance of such grant.

RESOLUTION NO. 15-274

3. TxDot Comprehensive STEP Grant
A resolution authorizing the submission of a grant application, and acceptance of the grant, if awarded, from the Texas Department of Transportation for approximately \$274,192 in funding assistance to provide speed, safety belt and DWI enforcement and authorizing the execution of documents relative to the later acceptance of such grant.

RESOLUTION NO. 15-275

4. Arlington Independent School District Agreement (School Resource Officers)
A resolution authorizing the execution of a retroactive agreement with the Arlington Independent School District relative to the Arlington Police Department providing School Resource Officer services for the estimated amount of \$1,300,291.

RESOLUTION NO. 15-276

5. Arlington Independent School District Agreement (Hometown Recruiting Officer)
A resolution authorizing the execution of a retroactive agreement and addendum with the Arlington Independent School District relative to the Arlington Police Department providing a Hometown Recruiting Officer for the estimated amount of \$71,667.28.

RESOLUTION NO. 15-277

6. Interlocal Cooperation Contract with the University of Texas at Arlington for the 2015 Large Diameter Sanitary Sewer Inspection and Evaluation, Project No. WUOP15016
A resolution authorizing the execution of an Interlocal Cooperation Contract with the University of Texas at Arlington relative to the 2015 Large Diameter Sanitary Sewer Inspection and Evaluation, Project No. WUOP15016, in an amount not to exceed \$882,000.

Funds are available in Sanitary Sewer Bond Fund No. 648502-17955204-61043.

RESOLUTION NO. 15-278

7. Landscape Maintenance Agreement with Texas Department of Transportation for the Pioneer Parkway - Green Ribbon Project
A resolution authorizing the execution of a Landscape Maintenance Agreement that revises the Municipal Maintenance Agreement with the Texas Department of Transportation to allow for required maintenance of the Pioneer Parkway / SS303 corridor from west limits to east limits within Arlington

Funds are available in Park Capital Account No. 508501-53680598-68101.

RESOLUTION NO. 15-279

8. Fee Storage of Residential Reusable Recycling Container
A resolution authorizing and approving a fee pursuant to the authority contained in the "Health and Sanitation" Chapter of the Code of the City of Arlington, Texas, 1987.

RESOLUTION NO. 15-280

IX. ITEMS TO BE WITHDRAWN FROM THE CONSENT AGENDA

X. CONSIDER AND VOTE ON WITHDRAWN ITEMS

XI. PUBLIC HEARINGS: ORDINANCES FIRST READING

A. Public Hearing - Ordinances First Reading

1. Airport Development Plan and Airport Layout Plan
Following the public hearing, consider an ordinance amending 99 square miles - the Comprehensive Plan for the City of Arlington to incorporate the Airport Development Plan for the Arlington Municipal Airport, and authorizing submission of the Airport Development Plan and Airport Layout Plan to the Federal Aviation Administration and the Texas Department of Transportation Aviation Division; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions, and publication; and becoming effective ten days after first publication.

ORDINANCE FIRST READING

First reading of an ordinance amending 99 square miles - the Comprehensive Plan for the City of Arlington to incorporate the Airport Development Plan for the Arlington Municipal Airport, and authorizing submission of the Airport Development Plan and Airport Layout Plan to the Federal Aviation Administration and the Texas Department of Transportation Aviation Division; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions, and publication; and becoming effective ten days after first publication.

The public hearing concerning the Airport Development Plan and Airport Layout Plan opened at 7:13 p.m. Karen VanWinkle, Airport Manager, Arlington Municipal Airport, presented the proposed ordinance to Council. Kim Feil, 409 N. Elm, 76011, appeared in opposition to the proposed ordinance. There was one individual registered in opposition to the proposed ordinance. There being no others, the public hearing closed at 7:17 p.m.

PUBLIC HEARING CLOSED

Councilmember C. Parker made a motion to approve the first reading of an ordinance amending 99 square miles - the Comprehensive Plan for the City of Arlington to incorporate the Airport Development Plan for the Arlington Municipal Airport, and authorizing submission of the Airport Development Plan and Airport Layout Plan to the Federal Aviation Administration and the Texas Department of Transportation Aviation Division; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions, and publication; and becoming effective ten days after first publication. Seconded by Councilmember M. Glaspie, the motion carried with 8 ayes and 0 nays.

FIRST READING

2. Amending the "Airport" Chapter of the Code of Ordinances
Following the public hearing, consider an ordinance amending the "Airport" Chapter of the Code of the City of Arlington, Texas, 1987, through the repeal of the existing chapter and the adoption of a new "Airport" Chapter; 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 becoming effective ten days after first

publication.

ORDINANCE FIRST READING

First reading of an ordinance amending the "Airport" Chapter of the Code of the City of Arlington, Texas, 1987, through the repeal of the existing chapter and the adoption of a new "Airport" Chapter; 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 becoming effective ten days after first publication.

The public hearing concerning amending the "Airport" Chapter of the Code of Ordinances opened at 7:18 p.m. Karen VanWinkle, Airport Manager, Arlington Municipal Airport, presented the proposed ordinance to Council. There being no others, the public hearing closed at 7:19 p.m.

PUBLIC HEARING CLOSED

Councilmember C. Parker made a motion to approve the first reading of an ordinance amending the "Airport" Chapter of the Code of the City of Arlington, Texas, 1987, through the repeal of the existing chapter and the adoption of a new "Airport" Chapter; 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 becoming effective ten days after first publication. Seconded by Councilmember S. Capehart, the motion carried with 8 ayes and 0 nays.

FIRST READING

3. Specific Use Permit SUP15-6 (Blood Moon Gallery - 1718 South Cooper Street)
Following the public hearing, consider approval of an ordinance for a Specific Use Permit (SUP) for a tattoo parlor generally located south of West Park Row Drive and west of South Cooper Street.

ORDINANCE FIRST READING

First reading of an ordinance approving Specific Use Permit SUP15-6 for a Tattoo Parlor located at 1718 South Cooper Street and being a portion of a certain property known as 1720 South Cooper Street which is currently zoned Community Commercial (CC) and amending the Zoning District Map accordingly.

Mayor J. Williams stated that the applicant has requested a continuance to the next meeting.

PUBLIC HEARING CLOSED

Councilmember R. Rivera made a motion to continue first reading of an ordinance approving Specific Use Permit SUP15-6 for a Tattoo Parlor located at 1718 South Cooper Street and being a portion of a certain property known as 1720 South Cooper Street which is currently zoned Community Commercial (CC) and amending the Zoning District Map accordingly. Seconded by Councilmember K. Wilemon, the motion carried with 8 ayes and 0 nays.

CONTINUED

4. Zoning Case PD15-9 (Rhett Estates - 3712 Kelly Perkins Road)
Following the public hearing, consider a request for a change in the zoning of property to Planned Development (PD) for all Residential Single-Family 7.2 (RS-7.2) uses, with a Development Plan on approximately 3.812 acres zoned Residential Single-Family 7.2 (RS-7.2) and generally located south of Curt Drive and west of Kelly Perkins Road.

ORDINANCE FIRST READING

First reading of an ordinance changing the zoning classification on certain property known as 3712 Kelly Perkins Road to Planned Development (PD) for Residential Single-Family 7.2 (RS-7.2) uses, with a Development Plan and amending the Zoning District Map accordingly.

The public hearing concerning Zoning Case PD15-9 (Rhett Estates - 3712 Kelly Perkins Road) opened at 7:20 p.m. Brian Cotter, 2004 Hill Country Ct., 76012, presented the proposed ordinance to Council. There being no others, the public hearing was closed at 7:23 p.m.

PUBLIC HEARING CLOSED

Councilmember R. Rivera made a motion to approve the first reading of an ordinance changing the zoning classification on certain property known as 3712 Kelly Perkins Road to Planned Development (PD) for Residential Single-Family 7.2 (RS-7.2) uses, with a Development Plan and amending the Zoning District Map accordingly. Seconded by Councilmember J. Bennett, the motion carried with 8 ayes and 0 nays.

FIRST READING

5. Specific Use Permit SUP15-7 (3411 Hastings Workshop)
Following the public hearing, consider approval of a Specific Use Permit (SUP) for a secondary living unit on approximately .193 acres of land zoned Residential Single-Family-7.2 (RS-7.2) and generally located north of West Park Row Drive and west of Norwood Lane.

ORDINANCE FIRST READING

First reading of an ordinance adopting Specific Use Permit SUP15-7 for a Secondary Living Unit on certain property known as 3411 Hastings Drive zoned Residential Single-Family-7.2 (RS-7.2) and amending the Zoning District Map accordingly.

The public hearing concerning Specific Use Permit SUP15-7 (3411 Hastings Workshop) opened at 7:24 p.m. Rance Keilstrup, 3411 Hastings Dr., 76013, presented the proposed ordinance to Council. Walter R. Thiem, 2205 Shadywood Ct., 76012, appeared in opposition to the proposed ordinance. There being no others, the public hearing closed at 7:29 p.m.

PUBLIC HEARING CLOSED

Councilmember K. Wilemon made a motion to approve the first reading of an ordinance adopting Specific

Use Permit SUP15-7 for a Secondary Living Unit on certain property known as 3411 Hastings Drive zoned Residential Single-Family-7.2 (RS-7.2) and amending the Zoning District Map accordingly. Seconded by Councilmember R. Rivera, the motion carried with 8 ayes and 0 nays.

FIRST READING

6. Specific Use Permit SUP10-23R2 (Liquitek - 408 113th Street)
Following the public hearing, consider approval of a revision to the Specific Use Permit (SUP) for a High Impact use on approximately 2.378 acres of land zoned Industrial Manufacturing (IM) and generally located east of 113th Street and south of East Randol Mill Road.

ORDINANCE FIRST READING

First reading of an ordinance adopting revised Specific Use Permit SUP10-23R2 for a High Impact use on certain property known as 408 113th Street zoned Industrial Manufacturing (IM) and amending the Zoning District Map accordingly.

The public hearing concerning Specific Use Permit SUP10-23R2 (Liquitek - 408 113th Street) opened at 7:29 p.m. Kevin White, 408 113th St., 76011, presented the proposed ordinance to Council. David Martin, 4511 Fairway St., Dallas, 75219, appeared in support of the proposed ordinance. There were three individuals registered in support of the proposed ordinance. Kim Feil, 409 N. Elm St., 76011, appeared in opposition to the proposed ordinance. There being no others, the public hearing closed at 7:37 p.m.

PUBLIC HEARING CLOSED

Councilmember C. Parker made a motion to approve the first reading of an ordinance adopting revised Specific Use Permit SUP10-23R2 for a High Impact use on certain property known as 408 113th Street zoned Industrial Manufacturing (IM) and amending the Zoning District Map accordingly. Seconded by Councilmember R. Rivera, the motion carried with 8 ayes and 0 nays.

FIRST READING

XII. ORDINANCES - FIRST AND/OR FINAL READINGS

A. Ordinances - First and Final Readings

1. Abandonment of Private Easement
First and final reading of an ordinance vacating and abandoning a variable width access easement on Lot 29-R, William O'Neal Addition, in the City of Arlington, Tarrant County, Texas; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions, declaring an emergency and establishing an effective date.

Jim Parajon, Deputy City Manager, Economic Development/Capital Investment, presented the proposed ordinance to Council.

Councilmember J. Bennett made a motion to approve the first and final reading of an ordinance vacating and abandoning a variable width access easement on Lot 29-R, William O'Neal Addition, in the City of Arlington, Tarrant County, Texas; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions, declaring an emergency and establishing an effective date. Seconded by Councilmember K. Wilemon, the motion carried with 8 ayes and 0 nays.

ORDINANCE NO. 15-057

B. Ordinances- First Reading

1. Credit Access Business Ordinance
First reading of an ordinance adding the "Credit Access Business" Chapter to the Code of the City of Arlington, Texas, 1987, relative to setting forth registration requirements and credit extension guidelines for Credit Access Businesses; providing for a fine of up to \$500 for each offense in violation of the ordinance; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions, publication; and becoming effective on February 1, 2016.

Jennifer Wichmann, Director, Management Resources Department, presented the proposed ordinance to Council.

The following individuals appeared in support of the proposed ordinance: Suzette Law, 5803 Gloucester Ct., 76018; Nisha Morey, 3801 Shadycreek North, 76013; Deborah Spell, 217 Ironbark Dr., 76018; Christine Antolin, 5725 Champion Ct., 76017; Rozanne Veaser, 3829 Helmsford Dr., 76016; Fr. Daniel Kelley, 1908 Autry Ct., 76017 and Theresa Greathouse, 2701 Lynnwood Dr., 76013. There were ten individuals registered in support of the proposed ordinance. Rob Norcross, 2225 W. Southlake Blvd., Suite 423, Southlake, 76262 and Drew Campbell, 2215 Cedar Springs Rd., Dallas, 75201 appeared in opposition to the proposed ordinance.

Councilmember S. Capehart made a motion to approve the first reading of an ordinance adding the "Credit Access Business" Chapter to the Code of the City of Arlington, Texas, 1987, relative to setting forth registration requirements and credit extension guidelines for Credit Access Businesses; providing for a fine of up to \$500 for each offense in violation of the ordinance; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions, publication; and becoming effective on February 1, 2016, with the following amendment: Loan documents and consumer credit counseling forms must be written in the consumer's choice of English, Vietnamese or Spanish. Seconded by Councilmember K. Wilemon, the motion carried with 8 ayes and 0 nays.

FIRST READING

XIII. ANNOUNCEMENTS

XIV. CITIZEN PARTICIPATION

There being no further business, the meeting adjourned at 8:19 p.m.

APPROVED:

W. Jeff Williams

ATTEST:

Mary W. Supino, City Secretary



Minutes

Arlington City Council Meeting

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

November 17, 2015
12:30 PM

The City Council of the City of Arlington, Texas, convened in Special Session on November 17, 2015, at 12:30 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 Supino, City Secretary

I. CALL TO ORDER

Mayor Pro Tem S. Capehart called the meeting to order at 12:40 p.m. and immediately convened in Executive Session.

II. EXECUTIVE SESSION

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

A. Section 551.071, CONSULTATION WITH ATTORNEY

1. Discussion of New York Ave., LLC v. City of Arlington lawsuit
 2. Discussion of Kory Watkins, individually and in his capacity as coordinator for Open Carry Tarrant County v. City of Arlington lawsuit
- B. Section 551.072, DELIBERATION REGARDING REAL PROPERTY
1. Discussion of gas leases on City Property
- C. Section 551.074, DELIBERATION REGARDING PERSONNEL MATTERS
1. Discussion of Performance Reviews for Council Appointees

Mayor J. Williams arrived at 12:45 p.m. and began presiding over the meeting.

- D. Section 551.087, DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS
1. Offers of Incentives to Business Prospects.

At 3:52 p.m., Executive Session was adjourned, and after a short break, Council reconvened in Open Session at 4:08 p.m.

III. WORK SESSION

A. Senior Center and Multi-Generational Facility Update

Lemuel Randolph, Director, Parks and Recreation Department, introduced Craig Bouck, President and CEO of Barker Rinker Seacat Architecture, who presented the Senior Center and Multi-Generational Facility Update to Council.

Mayor Pro Tem S. Capehart began presiding over the meeting.

B. Unified Development Code Amendment (Outside Storage)

Roger Venables, Assistant Director, Community Development and Planning Department, provided an update to Council regarding the proposed Unified Development Code Amendment relative to Outside Storage.

IV. ISSUES SESSION

A. Discussion of informal staff reports

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

Reginald Cleveland, MWBE Coordinator, Finance Department, briefed Council on the

6-Month Forecast of Anticipated Bid and Proposed Projects and Report on 4th Quarter Formal Bid Awards.

2. FY16 City Council Priority – Champion Great Neighborhoods

Dr. Theron Bowman, Deputy City Manager, Neighborhood Services, presented the FY16 City Council Priority - Champion Great Neighborhoods newsletter.

B. Discussion of committee meetings

1. Fiscal Policy - Gas Franchise Renewal

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

2. Municipal Policy - Single-Family Residential & Commercial Property Maintenance Improvement Strategy

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

3. Community & Neighborhood Development - Parking of Vehicles

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

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

Councilmember J. Bennett, Chair, reported that discussion was held in Executive Session.

C. Discussion of miscellaneous items

1. Appointments to boards and commissions

There is one proposed appointment for consideration on the evening agenda.

2. Evening Agenda items

Items VI.A.4, VI.A.6, VI.A.7, VI.B.6, VI.C.2 and IX.A.1 were discussed.

3. Issues relative to City construction projects

4. Future Agenda Items

Councilmember R. Shepard requested a briefing with regards to an electric fence exclusion in the Downtown Area Overlay and Entertainment District.

At 5:49 p.m., there being no further business, the meeting was adjourned.

APPROVED:

W. Jeff Williams, Mayor

ATTEST:

Mary W. Supino, City Secretary

Minutes



Arlington City Council Regular Meeting

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

November 17, 2015

6:30 PM

The City Council of the City of Arlington, Texas, convened in Regular Session on November 17, 2015, 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 6:34 p.m.

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

Don Coker, Volunteer Chaplain, Arlington Fire Department, gave the invocation and the Pledge of Allegiance to U.S. and Texas Flags were recited.

III. SPECIAL PRESENTATIONS

Mayor J. Williams proclaimed April 2016 as Bankhead Highway Month. This proclamation was presented by Mayor J. Williams and accepted by Dorothy Rencurrel.

IV. APPOINTMENTS TO BOARDS AND COMMISSIONS

Councilmember J. Bennett made a motion to approve the following resolution appointing membership to the following Board. Seconded by Councilmember L. Wolff, the motion carried with 9 ayes and 0 nays.

Arlington Convention and Visitors Bureau
Joe Jennings, Place 16, term set to expire 9/30/2016

RESOLUTION NO. 15-281

V. SPEAKER GUIDELINES AND GENERAL DECORUM

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

VI. APPROVAL OF CONSENT AGENDA

Councilmember L. Wolff made a motion to approve all items from the Consent Agenda with the exception of VI.B.6 and VI.C.2. Seconded by Councilmember M. Glaspie, the motion carried with 9 ayes and 0 nays.

A. Minute Orders

1. Professional Services Agreement for Healthcare Consumer Consulting **(MO11172015-001)**
Authorizing the City Manager or his designee to negotiate and execute a 34 month contract with Compass Professional Health Services of Dallas, Texas for Consumer Consulting Services in the estimated amount of \$633,360 over a three year period ending September 30, 2018. Funding is available in the Group Health Fund Account No. 520101-64008.
2. Renewal of Annual Contract for Employee Benefit Plan Administration and Insurance, Bid Project 11-0098 **(MO11172015-002)**
Authorize the City Manager or his designee to exercise the second and final, one-year renewal option in the professional services contract for employee benefit plan administration and insurance with United HealthCare Group of Plano, Texas, in the estimated annual amount of \$1,055,822 and execute any and all documents necessary to carry out such renewal. Funds are budgeted in Group Health Fund Account No. 520101-64008.
3. Renewal of Annual Requirements Contract for the Purchase and Installation of Pavement Markings, Bid Project 13-0014 **(MO11172015-003)**
Authorize the City Manager or his designee to exercise the third of four one-year renewal options in the annual requirements contract for the purchase and installation of pavement markings with Stripe-A-Zone, Inc. of Grand Prairie, Texas, in the estimated amount of \$659,623, and execute any and all documents necessary to carry out such renewal. Funds are budgeted in Street Maintenance Sales Tax Account No. 720101-63132.

4. Annual Requirements Contract for Equipment and Maintenance of the SkyLogix System, Bid Project 16-0021 **(MO11172015-004)**
 Authorize the City Manager or his designee to execute an annual requirements contract for the sole-source purchase of equipment and maintenance for the Sports Lighting Energy Management System with SkyLogix Wireless Technologies of Phoenix, Arizona in the estimated amount of \$55,000, and execute any and all documents necessary to carry out such contract. SkyLogix Wireless Technologies of Phoenix, Arizona, is the sole provider for all Skylogix service and equipment; therefore, the purchase is exempt from the competitive bidding statutes in accordance with Texas Local Government Code, Section 252.022 (a) 7 as sole-source procurement. Funds are budgeted in various Parks and Recreation Department accounts.

5. John F. Kubala and Pierce-Burch Water Treatment Plants Phase II - Water Treatment Ozone System Improvements and Upgrade Ozone System Equipment and Services, Bid Project 16-0033 **(MO11172015-005)**
 Authorize the City Manager or his designee to execute the sole source purchase of ozone equipment from Ozonia North America, LLC of Leonia, New Jersey for upgrades of existing Ozone equipment at the John F. Kubala and Pierce-Burch Water Treatment Plants in the estimated amount of \$3,238,600, and execute any and all documents necessary to carry out such upgrade. Ozonia North America, LLC, of Leonia, New Jersey is the sole manufacturer and supplier of the existing ozone equipment at John F. Kubala and Pierce-Burch WTPs and associated accessories and spare parts; therefore, this purchase is exempt from the competitive bidding statutes in accordance with Texas Local Government Code, Section 252.022 (a) 7, as sole-source procurement. Funds are budgeted in the Water Renewal Fund Account No. 678501-68900-20126205

6. Construction Contract for Abram Street (Collins Street to Stadium Drive); Project No. PWST07002B **(MO11172015-006)**
 Authorizing the City Manager or his designee to execute a construction contract with Tiseo Paving Company, of Mesquite, Texas, for the Abram Street Reconstruction from Collins Street to Stadium drive in an amount not to exceed \$15,972,461.25. The contract includes a maximum bonus of \$135,000, for a possible contract total of \$16,107,461.25. Funding is available in the following accounts: Street Bond Fund Account No. 358504-68153-64980699 [\$7,225,574.04], Street Capital Non-Arbitrage Account No. 358502-68153-65550699 [\$7,582,303.75], Sewer Bond Fund Account No. 648502-68250-17957204 [\$375,230.96], and Water Bond Fund Account No. 658502-68252-18082205 [\$924,352.50].

Councilmember L. Wolff made a motion to approve authorizing the City Manager or his designee to execute a construction contract with Tiseo Paving Company, of Mesquite, Texas, for the Abram Street Reconstruction from Collins Street to Stadium drive in an amount not to exceed \$15,972,461.25. The contract includes a maximum bonus of \$135,000, for a possible contract total of \$16,107,461.25. Funding is available in the following accounts: Street Bond Fund Account No. 358504-68153-64980699 [\$7,225,574.04], Street Capital Non-Arbitrage Account No. 358502-68153-65550699 [\$7,582,303.75], Sewer Bond Fund Account No. 648502-68250-17957204 [\$375,230.96], and Water Bond Fund Account No. 658502-68252-18082205 [\$924,352.50]. Seconded by Councilmember M. Glaspie, the motion carried with

the following vote:

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

NAYS: None

ABSTAIN: Councilmember R. Shepard

7. Construction Contract for Great Southwest Pkwy (Abram Street to Avenue E); Project No. PWST10006 (**MO11172015-007**)
Authorizing the City Manager or his designee to execute a construction contract with Jackson Construction, Ltd., of Fort Worth, Texas, for the Great Southwest Parkway Reconstruction from Abram Street to Avenue E in an amount not to exceed \$11,408,297.50. The contract includes a maximum bonus of \$135,000, for a possible contract total of \$11,543,297.50. Funding is available in the following accounts: Street Bond Fund Account No. 358504-68153-65400699 [\$9,507,690.50], Sanitary Sewer Bond Fund Account No. 648502-68252-20013204 [\$558,970.00], and Water Bond Fund Account No. 658502-68252-20013205 [\$1,476,637.00].

Councilmember L. Wolff made a motion to approve authorizing the City Manager or his designee to execute a construction contract with Jackson Construction, Ltd., of Fort Worth, Texas, for the Great Southwest Parkway Reconstruction from Abram Street to Avenue E in an amount not to exceed \$11,408,297.50. The contract includes a maximum bonus of \$135,000, for a possible contract total of \$11,543,297.50. Funding is available in the following accounts: Street Bond Fund Account No. 358504-68153-65400699 [\$9,507,690.50], Sanitary Sewer Bond Fund Account No. 648502-68252-20013204 [\$558,970.00], and Water Bond Fund Account No. 658502-68252-20013205 [\$1,476,637.00]. Seconded by Councilmember M. Glaspie, the motion carried with the following vote:

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

NAYS: None

ABSTAIN: Councilmember R. Shepard

B. Consent Agenda Ordinances - Final Readings

1. Zoning Case PD15-9 (Rhett Estates - 3712 Kelly Perkins Road)
Consider a request for a change in the zoning of property to Planned Development (PD) for all Residential Single-Family 7.2 (RS-7.2) uses, with a Development Plan on approximately

3.812 acres zoned Residential Single-Family 7.2 (RS-7.2) and generally located south of Curt Drive and west of Kelly Perkins Road. Final reading of an ordinance changing the zoning classification on certain property known as 3712 Kelly Perkins Road to Planned Development (PD) for Residential Single-Family 7.2 (RS-7.2) uses, with a Development Plan and amending the Zoning District Map accordingly.

ORDINANCE NO. 15-058

2. Specific Use Permit SUP15-7 (3411 Hastings Workshop - 3411 Hastings Drive)
Consider a request for approval of a Specific Use Permit (SUP) for a secondary living unit on approximately .193 acres of land zoned Residential Single-Family-7.2 (RS-7.2) and generally located north of West Park Row Drive and west of Norwood Lane. Final reading of an ordinance adopting Specific Use Permit SUP15-7 for a Secondary Living Unit on certain property known as 3411 Hastings Drive zoned Residential Single-Family-7.2 (RS-7.2) and amending the Zoning District Map accordingly.

ORDINANCE NO. 15-059

3. Specific Use Permit SUP10-23R2 (Liquitek - 408 113th Street)
Consider approval of a revision to the Specific Use Permit (SUP) for a High Impact use on approximately 2.378 acres of land zoned Industrial Manufacturing (IM) and generally located east of 113th Street and south of East Randol Mill Road. Final reading of an ordinance adopting revised Specific Use Permit SUP10-23R2 for a High Impact use on certain property known as 408 113th Street zoned Industrial Manufacturing (IM) and amending the Zoning District Map accordingly.

ORDINANCE NO. 15-060

4. Airport Development Plan and Airport Layout
Final reading of an ordinance amending 99 square miles - the Comprehensive Plan for the City of Arlington to incorporate the Airport Development Plan for the Arlington Municipal Airport, and authorizing submission of the Airport Development Plan and Airport Layout Plan to the Federal Aviation Administration and the Texas Department of Transportation Aviation Division; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions, and publication; and becoming effective ten days after first publication.

ORDINANCE NO. 15-061

5. Amending the "Airport" Chapter of the Code of Ordinances
Final reading of an ordinance amending the "Airport" Chapter of the Code of the City of Arlington, Texas, 1987, through the repeal of the existing chapter and the adoption of a new "Airport" Chapter; 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 becoming effective ten days after first publication.

ORDINANCE NO. 15-062

6. Credit Access Business Ordinance

Final reading of an ordinance adding the "Credit Access Business" Chapter to the Code of the City of Arlington, Texas, 1987, relative to setting forth registration requirements and credit extension guidelines for Credit Access Businesses; providing for a fine of up to \$500 for each offense in violation of the ordinance; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions, publication; and providing for an effective date.

Deborah Spell, 217 Ironbark Dr., 76018, appeared in support of the proposed ordinance. There were twenty-three individuals registered in support of the proposed ordinance. There was one individual registered in opposition to the proposed ordinance.

Councilmember R. Rivera made a motion to approve final reading of an ordinance adding the "Credit Access Business" Chapter to the Code of the City of Arlington, Texas, 1987, relative to setting forth registration requirements and credit extension guidelines for Credit Access Businesses; providing for a fine of up to \$500 for each offense in violation of the ordinance; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions, publication; and providing for an effective date, with the following amendment: Effective date being January 1, 2016. Seconded by Councilmember K. Wilemon, the motion carried with 9 ayes and 0 nays.

ORDINANCE NO. 15-063

C. Consent Agenda Resolutions

1. Arlington Municipal Airport Governance Documents:

- a. A resolution adopting the General Provisions for the Arlington Municipal Airport.
- b. A resolution adopting the General Aviation Minimum Standards for the Arlington Municipal Airport.
- c. A resolution adopting the Leasing and Development Policy for the Arlington Municipal Airport.

RESOLUTION NO. 15-282

RESOLUTION NO. 15-283

RESOLUTION NO. 15-284

2. Cast Votes for Tarrant Appraisal District Board of Directors

A resolution authorizing the casting of the City of Arlington's allocated votes for membership on the Tarrant Appraisal District Board of Directors.

Councilmember K. Wilemon made a motion to approve a resolution authorizing the casting of the City of Arlington's allocated votes for membership on the Tarrant Appraisal District Board of Directors for Michael O'Donnell. Seconded by Councilmember R. Shepard, the motion carried with 9 ayes and 0 nays.

RESOLUTION NO. 15-285

3. Federal Legislative Agenda
A resolution adopting the City of Arlington's Federal Legislative Agenda for 2016.

RESOLUTION NO. 15-286

4. Resolution Approving FY 2016 Tax Roll
A resolution accepting the appraisal roll and approving the tax roll for Fiscal Year 2016, beginning October 1, 2015, and ending September 30, 2016, in accordance with Section 26.09(e) of the Texas Tax Code.

RESOLUTION NO. 15-287

5. 2015 Homeland Security Grants
A resolution authorizing the execution of a Notice of Sub-Recipient Award and Direct Deposit Authorization from the Office of Domestic Preparedness/Department of Homeland Security relative to acceptance of grant funding for Homeland Security Grants totaling \$2,833,895.64.

RESOLUTION NO. 15-288

6. Advance Funding Agreement for Abram Street Enhancement Project
A resolution authorizing the execution of a Local Transportation Project Advanced Funding Agreement with the Texas Department of Transportation to expend Congestion Mitigation and Air Quality Improvement funds for the Abram Street Enhancement Project.

RESOLUTION NO. 15-289

7. Interlocal Agreement with the City of Dalworthington Gardens to Construct a Treated Water Interconnect
A resolution authorizing the execution of an Interlocal Agreement with the City of Dalworthington Gardens for the construction of a treated water interconnect.

RESOLUTION NO. 15-290

VII. ITEMS TO BE WITHDRAWN FROM THE CONSENT AGENDA

Items VI.B.6 and VI.C.2 were removed from the Consent Agenda for separate consideration.

VIII. CONSIDER AND VOTE ON WITHDRAWN ITEMS

IX. PUBLIC HEARINGS: ORDINANCES FIRST READING

A. Public Hearing - Ordinances First Reading

1. Specific Use Permit SUP15-6 (Blood Moon Gallery - 1718 South Cooper Street)
Following the public hearing, consider approval of a Specific Use Permit (SUP) for a tattoo parlor addressed at 1718 South Cooper Street, and generally located south of West Park Row Drive and west of South Cooper Street.

ORDINANCE FIRST READING

First reading of an ordinance approving Specific Use Permit SUP15-6 for a Tattoo Parlor located at 1718 South Cooper Street and being a portion of a certain property known as 1720 South Cooper Street which is currently zoned Community Commercial (CC) and amending the Zoning District Map accordingly.

The public hearing concerning Specific Use Permit SUP15-6 (Blood Moon Gallery - 1718 South Cooper Street) opened at 6:54 p.m. Nancy Etter, 5203 Chimney Ct., 76016, presented the proposed ordinance to Council. Twelve individuals registered in support of the proposed ordinance. Rev. Charlie, 1919 S. Cooper St., 76010 and Richard Thomas, 400 E. 1st St., 76010 appeared in opposition to the proposed ordinance. Seventeen individuals registered in opposition to the proposed ordinance. There being no others, the public hearing closed at 7:08 p.m.

PUBLIC HEARING CLOSED

Councilmember L. Wolff made a motion to deny an ordinance approving Specific Use Permit SUP15-6 for a Tattoo Parlor located at 1718 South Cooper Street and being a portion of a certain property known as 1720 South Cooper Street which is currently zoned Community Commercial (CC) and amending the Zoning District Map accordingly. Seconded by Councilmember S. Capehart, the motion carried with 9 ayes and 0 nays.

DENIED

X. RESOLUTIONS

A. Resolutions:

1. Approval of Viridian Municipal Management District Bond Documents
A resolution of the City of Arlington, Texas evidencing approval of the issuance of the "Viridian Municipal Management District Unlimited Tax Road and Refunding Bonds, Series 2015," the "Viridian Municipal Management District Unlimited Tax Utility and Refunding Bonds, Series 2015," and the imposition of ad valorem taxes in support thereof, and approving the issuance of the "Viridian Municipal Management District Assessment Revenue Bonds, Series 2015".

Jim Parajon, Deputy City Manager, Economic Development/Capital Investment, presented the proposed resolution to Council.

There was one individual registered in opposition to the proposed resolution.

Councilmember C. Parker made a motion to approve a resolution of the City of Arlington, Texas evidencing approval of the issuance of the "Viridian Municipal Management District Unlimited Tax Road and Refunding Bonds, Series 2015," the "Viridian Municipal Management District Unlimited Tax Utility and Refunding Bonds, Series 2015," and the imposition of ad valorem taxes in support thereof, and approving the issuance of the "Viridian Municipal Management District Assessment Revenue Bonds, Series 2015". Seconded by Councilmember S. Capehart, the motion carried with the following vote:

AYES: Councilmember C. Parker, Councilmember S. Capehart, Councilmember K. Wilemon, Councilmember L. Wolff, Councilmember R. Shepard, Councilmember J. Bennett and Councilmember M. Glaspie

NAYS: None

ABSTAIN: Mayor J. Williams and Councilmember R. Rivera

RESOLUTION NO. 15-291

XI. ANNOUNCEMENTS

XII. CITIZEN PARTICIPATION

There being no further business, the meeting adjourned at 7:15 p.m.

APPROVED:

W. Jeff Williams

ATTEST:

Mary W. Supino, City Secretary



Staff Report

Professional Services Contract for Actuarial Services, Bid Project 16-0051	
City Council Meeting Date: 12-1-15	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to execute a one-year professional services contract for actuarial services with Gabriel, Roeder, Smith & Company, of Irving, Texas, in the estimated amount of \$48,000.

PRIOR BOARD OR COUNCIL ACTION

None.

ANALYSIS

Actuarial services are required to provide for adequate funding of various self-funded benefits plans when determining the City's present and future cost. Benefit plans are managed within the City of Arlington; however, actuarial services are required to produce annual written reports of actuarial studies, for each plan, that can be utilized for financial and budgeting purposes. The benefit plans under this contract include Workers' Compensation, Arlington Property Finance Authority (Risk), Part-Time, Seasonal, and Temporary Deferred Income Plan Trust (PST DIP), and Disability Income. The actuarial services will be performed in conformity with generally accepted actuarial standards.

Contract term: December 1, 2015 – November 30, 2016

FINANCIAL IMPACT

The contract for actuarial services is for one year and includes all required labor, materials, supplies, and travel. The projected financial impact is as follows:

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
\$48,000	\$0	\$0

Funds are budgeted in the following Human Resources accounts:

• Other Post-Employment Benefit Valuation (OPEB)	(520102-61043)	[\$15,200]
• Disability Income Plan Account	(990201-61033)	[\$ 8,100]
• Part-Time, Seasonal and Temporary Deferred Income Plan (PST DIP)	(990301-61033)	[\$12,200]
• Workers' Compensation Fund	(510101-61043)	[\$ 6,250]
• Arlington Property Finance Authority Fund (Risk)	(800120-61043)	[\$ 6,250]

ADDITIONAL INFORMATION

Attached:	Gabriel, Roeder, Smith & Company Contract
Under separate cover:	None
Available in the Purchasing Division:	Bid file
MWBE:	No

STAFF CONTACT(S)

Mike Finley, CFO Finance Department 817-459-6345 Mike.Finley@arlingtontx.gov	Amy Trevino, Controller Finance Department 817-459-6312 Amy.Trevino@arlingtontx.gov	Debra Carrejo, CPPO Purchasing Manager 817-459-6305 Debra.Carrejo@arlingtontx.gov
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language of **Attachment "A"** and this Contract, the terms and conditions of this Contract shall be final and binding on the parties hereto.

III.
Compensation to CONSULTANT

City agrees to pay CONSULTANT for all services a total fee in an amount up to \$48,000.

CONSULTANT will bill CITY from time to time in accordance with work accomplished during the billing period; provided however that this Contract shall control in the event of any conflict between the language in **Attachment "A"** and the language in this Contract. In no case will billings exceed the actual amount of work performed. Invoices shall show the progress of the project and the percentage of completion on each work element or task.

If additional services are requested, CONSULTANT will not provide such additional services until authorized by CITY in writing to proceed. CITY shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless CITY shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

Within thirty (30) days of receipt of each such invoice, CITY shall make payments in the amount shown by Consultant's approved statements and other documentation submitted.

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, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which CITY may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

IV.
Term

This Contract shall begin on the date first written above, and shall terminate December 31, 2016 or upon completion of the service/reports or upon exhaustion of allocated funds unless terminated earlier in accordance with this Contract.

V.

Contract Termination Provision

This Contract may be canceled or terminated at any time by the CITY or the CONSULTANT with or without cause by providing the other thirty (30) days written notice of such termination. Upon receipt of such notice, all work and labor being performed shall immediately cease, pending final cancellation at the end of such thirty (30) day period. CONSULTANT shall be compensated in accordance with the terms of this Contract for all work accomplished prior to the receipt of notice of such termination. CONSULTANT shall invoice CITY for all work performed within thirty (30) days of the termination notice. CITY shall not be responsible for payment of any invoices received after the expiration of thirty (30) days from notice of termination.

VI.

Ownership of Documents

All materials and documents delivered by CONSULTANT under this Contract shall become the sole property of CITY and shall be delivered to CITY without restriction on future use. CONSULTANT may retain in its files copies of all pertinent information for the work.

VII.

Insurance

A. CONSULTANT shall, at its own expense, purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. CONSULTANT shall not commence work under this Contract until CONSULTANT has obtained all the insurance required under this Contract and such insurance has been approved by CITY, nor shall CONSULTANT allow any subcontractor to commence work on its own subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an "occurrence" basis. The insurance requirements shall remain in effect throughout the term of this Contract.

1. Worker's Compensation Insurance (as required by law) with the policy endorsed to provide a waiver of subrogation as to CITY; **Employers' Liability Insurance of not less than \$1,000,000.00 for each accident, \$1,000,000.00 disease-each employee, \$1,000,000.00 disease-policy limit.**
2. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance. Limits of

liability shall be a minimum of **\$1,000,000.00 per occurrence**. Any such policy of insurance and the Declarations Page therefore shall identify if coverage is being provided on an "occurrence" or "claims-made" basis. If this coverage is being provided on a claims-made basis, CONSULTANT must maintain this policy for a period of four (4) years after 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.

3. **General Liability Insurance:** CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract general liability insurance. Limits of liability shall be a minimum of \$1,000,000 each occurrence, \$2,000,000 general aggregate. There shall be a minimum \$1,000,000 limit of liability on personal injury, advertising, products and completed operations. The coverage under this policy shall include a contractual liability endorsement. Any such policy of insurance and the Declarations Page therefore shall identify if coverage is being provided on an "occurrence" or "claims-made" basis. If this coverage is being provided on a claims-made basis, CONSULTANT must maintain this policy for a period of four (4) years after 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.

4. **Automobile Liability Insurance:** CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract automobile liability with a minimum combined single limit of \$1,000,000, including hired and non-owned automobile liability.

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

1. Name CITY as an additional insured as to all applicable coverage except Worker's Compensation Insurance and Professional Liability Insurance;
2. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to CITY to:

Risk Manager
City of Arlington
Post Office Box 90231
Arlington, Texas 76004-3231

and

Director, Human Resources
City of Arlington
Post Office Box 90231
Arlington, Texas 76004-3231

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

CONSULTANT shall also notify CITY within thirty (30) days after receipt of any notices of expiration, cancellation, nonrenewal or any material change in coverage it receives from its insurer(s).

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

3. All liability policies required herein, except for Professional Liability, shall be written with an "occurrence" basis coverage trigger.

VIII.

Right to Inspect Records

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

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

IX.

Successors and Assigns

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

X.
INDEMNIFICATION

CONSULTANT undertakes and agrees to defend, indemnify and hold harmless CITY and any and all of their Boards, commissions, officers, agents, representatives, invitees, employees, volunteers and elected or appointed officials from and against any and all suits and causes of action, claims, charges, costs, damages, demands, expenses (including, but not limited to, reasonable Attorney's fees and cost of litigation), judgments, civil fines and penalties, liabilities or losses of any kind or nature whatsoever, for death, bodily injury or personal injury to any person, including CONSULTANT's officials, officers, agents, and employees or damage or destruction to any property of either party hereto or third persons in any manner arising by reason of or incident in the performance of this Contract occasioned by any error, omission or negligent act on the part of CONSULTANT or CONSULTANT's officials, officers, agents, employees, invitees, subcontractors of any tier or other persons for whom CONSULTANT is legally liable, whether said negligence is sole negligence, contractual comparative negligence, concurrent negligence or any other form of negligence. In the event of joint or concurrent negligence of CONSULTANT and CITY, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas unless otherwise mutually agreed by CONSULTANT and CITY. Nothing in this paragraph is intended to waive any governmental immunity available to CITY under Texas law or waive any defenses of CONSULTANT or CITY under Texas law. This paragraph shall not be construed for the benefit of any third party, nor does it create or grant any right or cause of action in favor of any third party against CITY or CONSULTANT.

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

XI.
Independent Contractor

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

XII.
Default

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

XIII.
Changes

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

XIV.
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:

Director, Human Resources

City of Arlington
Post Office Box 90231
Arlington, Texas 76004-3231

If intended for CONSULTANT, to:

Mark Randall, Executive Vice President
Gabriel, Roeder, Smith & Company
5605 North MacArthur Blvd, Suite 870
Irving, Texas 75038-2631

XV.
Disclosure

By signing this Contract, CONSULTANT acknowledges to CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in business relationships affecting this contract and the services provided hereunder. CONSULTANT further agrees that it will make disclosure in writing of any conflicts of interest which develop after the signing of this Contract and prior to final payment under the Contract.

XVI.
Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public or proprietary nature. CONSULTANT shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Contract. As used herein, "Confidential Information" means all oral and written information concerning City of Arlington, its affiliates and subsidiaries, and all

oral and written information concerning CITY or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by CONSULTANT or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of CONSULTANT, or are required to be disclosed by a governmental authority.

XVII.
Applicable Law

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

Limitation of liability - neither party shall be liable for any consequential, incidental, indirect, special, or punitive damages regardless of the circumstances.

XVIII.
Severability

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

XIX.
Remedies

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

XX.
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.

XXI.
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.

XXII.
Headings

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

XXIII.
Venue

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

XXIV.
Equal Employment Opportunity

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

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

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

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

XXVI.
No Third Party Beneficiary

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

XXVII
Limitation of Liability

- a. Except for a judicial determination of fraud or willful misconduct, under no circumstances shall either party be liable to the other party, its agents, successors or assigns, for any lost revenue, lost profits or any incidental, indirect, punitive, or consequential damages, even if that party has been advised of the possibility of such damages, regardless of the theory of recovery. In addition, in no event will CONSULTANT be liable for any damages claimed by CITY based on any third party claim, except for infringement of

intellectual property and those claims covered by insurance and Section X Indemnification, as provided in this Agreement. Some states do not allow certain limitations of liability, so the foregoing may not apply. In such states, liability shall be limited to the fullest extent permitted by law.

b. Except for a judicial determination of fraud or willful misconduct, under no circumstances shall CONSULTANT be liable in the aggregate to CITY, its agents, successors, or assigns for any damages of any kind (including attorneys' fees) in excess of the aggregate amount of money actually paid to CONSULTANT under this Agreement except for intellectual property claims and claims covered by insurance and Section X Indemnification.

c. No action, regardless of form, arising out of or in connection with this Agreement may be brought by either party more than two (2) years after the cause of such action has arisen. This limitation will apply, regardless of the form of action, whether in contract, in tort, including negligence, or otherwise.

d. The foregoing paragraphs (a), (b), and (c) are separate essential provisions of this Agreement and shall be effective even if any remedy shall be deemed to fail of its essential purpose.

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

GABRIEL, ROEDER, SMITH & COMPANY

BY Mark Randall
Mark Randall
Executive Vice President

WITNESS:

Karen Brackeen

CITY OF ARLINGTON, TEXAS

BY _____
GILBERT PERALES
Deputy City Manager

ATTEST:

MARY W. SUPINO, City Secretary

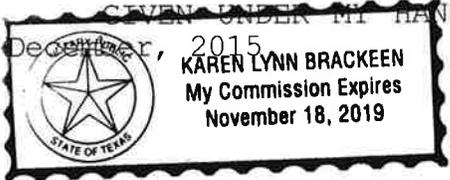
APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY: _____

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Mark Randall, 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 **Gabriel, Roeder, Smith & Company**, and as **EXECUTIVE VICE PRESIDENT** thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of December, 2015

Karen Lynn Brackeen
Notary Public in and for
The State of Texas
11/18/2019
My Commission Expires
KAREN LYNN BRACKEE
Notary's Printed Name

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

CITY OF ARLINGTON, TEXAS
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **GILBERT PERALES**, 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 _____, 2015.

Notary Public in and for
The State of Texas

Attachment A

Professional Services Fees

GRS fees for the actuarial services described below will not exceed the amounts in the following table:

	<u>2016</u>
OPEB Valuation	\$15,200
Disability Income Plan Valuation	\$8,100
Part-time, Seasonal and Temporary Employees Deferred Income Plan Valuation	\$12,200
Worker's Compensation Valuation	\$6,250
Arlington Property Finance Authority Fund Valuation	<u>\$6,250</u>
Total	\$48,000

Basic services provided through this contract will include:

- 1) The estimated actuarially determined contribution for the applicable fiscal years.
- 2) The estimated annual required contribution and accounting expense for the applicable fiscal years as required under the relevant GASB statements.
- 3) Assistance with the year-end disclosures.

Fees for additional consulting services not included under the basic services listed above will be priced separately upon request and will be based on the following hourly rates:

GRS Position Title	Hourly Rate
Senior Consultants	\$410
Consultants	\$320
Senior Analysts	\$205
Actuarial Analysts	\$175
Systems Analyst and Programmers	\$235
Administrative Support Staff	\$130

Staff Report



Water Billing System Annual Maintenance Support and Licensing

City Council Meeting Date: 12-01-15

Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to execute a renewal of annual maintenance support and licensing with Systems & Software, Inc., of Williston, Vermont, for maintenance support of the enQuesta water utility billing system for calendar year 2016 in the amount of \$488,634.

PRIOR BOARD OR COUNCIL ACTION

In December 2014, City Council adopted Minute Order No. 12022014-008, authorizing the execution of annual maintenance support and licensing with Systems & Software, Inc., relative to maintenance for the enQuesta water utility billing system in the amount of \$477,881.

ANALYSIS

The utility billing system is used to input meter readings, calculate water and sewer rates for billing purposes, process payments for bills and provide mobile work order management. The annual maintenance support and licensing of the utility billing system includes the provision of regular software upgrades and current user run-time licenses for the enQuesta billing system application. It provides support, preventative maintenance, and application programming improvements for all the interfaces within the billing system, such as general ledger, geographic information systems, and mobile work management. This ensures that our mission critical application is fully supported and protected against major outages, which could affect revenue calculation and collection.

For the 2016 annual maintenance support and licensing, Systems & Software includes an increase of 2.25% over the 2015 annual maintenance support and licensing. The annual maintenance support and licensing is only available from Systems & Software, Inc., of Williston, Vermont; therefore, this purchase is exempt from the competitive bidding statutes in accordance with the Texas Local Government Code, Section 252.022(a) 7 as sole-source procurement. The payment of \$488,634 is now due.

FINANCIAL IMPACT

Values for fiscal year 2017 and 2018 are based on a projected 4.5% annual increase in maintenance support cost.

Funding Sources:

Water Operating Account 600301-63142 \$488,634

<u>FY2016</u>	<u>FY2017</u>	<u>FY2018</u>
\$488,634	\$510,622.53	\$533,600.54

ADDITIONAL INFORMATION

Attached:

Invoice
Systems and Software Support Program
General Guidelines - Attachment A

Under Separate Cover:

None

Available in City Secretary's Office

None

STAFF CONTACT(S)

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

Bob Lemus
Water Information Services Manager
817-459-6604
Robert.Lemus@arlingtontx.gov



Invoice MN0000001021
Date 10/7/2015
Page 1 of 1

Please remit to:
 62130 Collections Center Drive
 Chicago, IL 60693-0621

Bill To
City of Arlington Water Utilities MS 01-0200 P.O. Box 90231 Arlington, TX 76010 USA

Ship To
City of Arlington Water Utilities MS 01-0200 P.O. Box 90231 Arlington, TX 76010 USA

PO Number	Customer No.	Salesperson ID	Shipping Method	Payment Terms
	ARL100		LOCAL DELIVERY	Receipt

Ordered	Item Number	Description	Unit Price	Ext Price
1.00	NOTE	Maintenance for the period January 1, 2016 - December 31, 2016	US\$ 0.00	US\$ 0.00
1.00	MAINTENANCE	enQuesta maintenance	US\$ 446,690.00	US\$ 446,690.00
1.00	TPM	3rd party software maintenance	US\$ 41,944.00	US\$ 41,944.00
1.00	NOTE	Please note that payment is due on or before the maintenance	US\$ 0.00	US\$ 0.00
1.00	NOTE	period start date. Therefore, please allow 10 business days prior	US\$ 0.00	US\$ 0.00
1.00	NOTE	to the due to mail your payment.	US\$ 0.00	US\$ 0.00
Invoice questions? Please call 613-226-5511 x2503 OR e-mail Obondarenko@harriscomputer.com			Subtotal	US\$ 488,634.00
			Misc	US\$ 0.00
			Tax	US\$ 0.00
			Freight	US\$ 0.00
Invoice Questions? Please call Olesya Bondarenko at 613-226-5511 ext 2503 OR e-mail obondarenko@harriscomputer.com			Trade Discount	US\$ 0.00
			Total	US\$ 488,634.00



Systems & Software, Inc.

Systems & Software Support Program General Guidelines

Attachment A

Effective January 1, 2016



CONFIDENTIAL

426 Industrial Avenue
Williston, VT 05495
www.ssivt.com
p: 802-865-1170
f: 802-865-1171

Standard Support Offering

S&S' objective is to ensure that customers are fully satisfied at all levels of interaction, each and every time customers engage with S&S. Client Support is responsible for answering inquiries for areas related to the operation of all licensed enQuesta modules and, more specifically, for the business processes/features which are already in production, delivering fixes, error corrections, or corrective procedures for the supported versions (the current version and the most recent release just prior to the current version of the application) of enQuesta. S&S' Client Support Analysts will provide support via phone, email, or through use of WebEx or Lync.

Client Support Desk – Hours of Operation

(8:00 am – 5:00 pm Customer Local Time - Monday - Friday)

Methods of Contact for Client Support Desk

- My enQuesta
- Email – support@ssivt.com (please note that if an issue is sent to an individual team member or to an address such as Dedicated Support, S&S cannot/will not guarantee a response)
- Phone @ 800.655.8810
- Fax – 802.865.1171 (to send screen shots or additional information as required)

Submission of Issues:

When a customer reports an issue (we recommend each customer assign only 1-3 key individuals be responsible for submitting issues to Client Support to maintain consistency), the issue will be assigned a Test Track Pro Number (TTP#). Time and priority commitments for response to operational critical issues during regular business hours (8:00 am – 5:00 pm Customer Local Time) are as follows:

- Showstopper (Ex. Customer is down or can't run a critical Billing or C&C process)
 - S&S initial response within 15 minutes
- High (The issue is a business critical issue but it is not preventing all users from getting their work done – Ex. A particular update can't be run but needs to be run before start of next business day)
 - S&S initial response within 1 hour
- Medium (The issue has a work around that the customer can use until the issue has been resolved – Ex. A particular work order cannot be updated)
 - S&S initial response within 4 hours
- Low (This issue is usually either cosmetic or requested functionality that will be considered for a future version – Ex. Columns displayed on particular screen)
 - S&S initial response within 24 hours

*Please note, that S&S can only apply service level agreements for initial response times. Initial response time is defined as the time S&S is guaranteeing a response back (via phone or email) and the assignment of a TTP# (which indicates the issue is being reviewed).

If the customer is looking for the status of an *existing* issue, the customer should not call a Client Support team member directly. Customers must contact the Client Support Desk (contact information noted above) or the customer's Customer Advocate (contact information noted below).

S&S requires that customers log all new issues through the Client Support Desk, so that S&S will be able to efficiently serve the customer. The customer should not attempt to contact specific S&S personnel to log new issues, as personnel may be out of the office due to customer engagements, vacation or illness. If the proper procedure is not followed by the customer, S&S cannot guarantee that new issues will be handled efficiently. S&S also enforces this practice for auditing purposes (every issue must be logged).

When submitting an issue, S&S asks that the customer's end user provide the following information to facilitate a quicker diagnose/cause:

1. A complete description of the issue
2. Can the issue be re-created?
3. The exact steps of what the user was doing when he/she received an error or ran into a problem
4. Screen shots of the error received
5. User's login information
6. Has the overall utility experienced any network issues recently, power outages, etc.
7. **Contact information (email and phone # for employee who understands the issue)**

In terms of performance related issues, we will only research an issue once it has been proven by the customer that the issue is not at all related to the customer's internal network. (The customer's network administrator can use utilities such as *ping* or *traceroute* on *Unix*, and *tracert* on *Windows* to measure latency across the network. An alternative option would be to measure performance host to host which can be accomplished using FTP to transfer a 1 GB file and time the result. The actual time in transfer speed in MB/sec should be compared to the theoretical maximum throughput of the networking hardware/link. Measurements can be taken between the client computer and the application server as well as between the application server and the database server.) Assuming the performance encountered is not a customer network issue, when submitting the issue to the S&S Support Desk, please include the following information:

Is enQuesta slow for everyone or just one person?

- a. If for everyone:
 - i. Is a Cognos report or reports running and/or what time was the last Cognos report kicked-off?
- b. If for one person:
 - i. User's login information
 - ii. What he/she was doing exactly prior to and when the performance issues occurred (this includes if he/she was doing something on the internet or if he/she was running any other applications)
 - iii. How many sessions does the user have open

Is the issue just impacting the Call Center or all locations (if utility has multiple locations)?

Once the customer has requested an issue be moved to Production, S&S will close the issue. If problems surface within a 24-hour period post closing, the issue will be re-opened. If problems surface post this initial 24-hour period, a new TTP will be opened to address it.

enQuesta Modules (* indicates what has been purchased and no * indicates what has not been purchased)

- Account Management*
- enQuesta Document Designer*
 - To preserve/maintain performance when utilizing Document Designer, it is recommended that the Customer print bills in batches of 500-1000 pages (versus one large 10,000 page document).
 - It is recommend that when printing from Adobe Reader, the Customer use a printer with a PCL print driver instead of PostScript.
 - Currently, there is not an automated purge process for generated and archived PDFs, but S&S can manually purge as needed. Please contact the Client Support Desk if this is required.
- Utility Billing – Water, Sewer, Refuse, Drainage*
- Budget Billing
- Job Scheduler*
- Rate Management*
- Financial Management*
- Skeletal GL*
- Miscellaneous A/R
- Credit & Collections*
- Auto-Void/ReConnect*
- Device Management (Meter Management, ERT Management, Meter Reading Management)*
- Backflow Management
- Automated Workflow*
- Workflow Scheduling*
- New Service*
- Work Queue*
- enQuesta WebConnect*
- enQuesta PayConnect*
- enQuesta Go (Smart Apps)
- enQuesta Link (Mobile Service Orders)
- enQuesta Mobile*
- Security & Auditing*
- Administrator's Portal*
- enQuesta Reporting (Standard)*
- enQuesta BI Reporting*
 - *Ad-hoc report writing with third-party tools such as Cognos 10, Cognos 8, Cognos ReportNet or Cognos Impromptu is the responsibility of the customer. This includes the creation of reports and all subsequent modifications including those resulting from changes in versions of enQuesta or the third-party reporting tool. To facilitate this

process, S&S will maintain the Knowledge Base/ Catalog/ Meta data/ eQL/ data dictionaries and provide support for general questions.

It is highly recommended that customers appoint a core group of persons to become entirely familiar with all aspects of the enQuesta applications and the KnowledgeBase/ Catalog/ Meta data/ eQL/ data dictionaries, such that these individuals become subject-matter experts within the customer's organization.

S&S is not able to provide support on any reports or SQL statements that include data from third party databases (unless the required IBM Cognos License has been purchased through S&S and the "other" databases have been clearly identified). This includes any enQuesta data that is maintained for internal purposes outside of the enQuesta Production or enQuesta Train databases, as well as any SQL statement created against a non-enQuesta database. Also, please note that with the current Cognos license structure, any data source created inside Cognos Connection that is not in reference to enQuesta data is out of compliance with the customer's license agreement through IBM Cognos unless the customer has purchased an Enterprise License through S&S or Cognos directly.

- enQuesta BI Dashboards
- enQuesta Cashiering*
- iNovah Cashiering
- My enQuesta – Customer Facing
- enQuesta Chat
- Conservation Management
- MeterSense*
- enQuesta Landlord/Tenant (Revert)
- enQuesta FMS
- On-Line Utility Exchange
- Data Archiving
- Disaster Recovery*

My enQuesta

The intent of My enQuesta is to be your one-stop shop for all of your Support and overall Customer Community needs. My enQuesta is where the customer is able to gain access to:

- Documentation by module
- Open issue status
- Train refresh requests
- S&S organization chart
- Customer contact Information
- Knowledge sharing between customers

- enQuesta knowledgebase
- Blogs
- Enhancement requests
- User group exchanges
- Announcements
- Maintenance Release (MR) Information including release notes

Customer-Facing TTP

Customers have the ability to view the status of current TTPs (real-time) and enter comments/ questions/ updates for each individual TTP. Customers also have the ability to log new TTPs.

Annual Customer Training Conference (formally known as the User Forum) Attendance

As part of the customer's maintenance agreement, the customer is allowed to send one employee to the Annual User Conference and the admission fee will be waived. If a customer elects to send more than one user, there is an admission fee of \$850 - \$1000 per person. **The 2016 Training Conference will be held 11/16/16 – 11/18/16 at the Gaylord in Nashville, TN.**

User Group Attendance

Each customer can have as many employees attend/participate as they would like. S&S currently has two regional User Groups. S&S encourages regular exchanges via My enQuesta, and User Groups typically meet in person 1-2 times annually.

- *Pacific User Group* – Sean Dunphy – Azusa, Redlands, Santa Ana, South Coast, Valencia, Ventura, Anaheim, Riverside
- *East of the Mississippi User Group* – Shannon Litchfield – Arlington, Atlanta, Augusta, Clarksville, El Paso, EPB, Greensboro, Mobile, Metro, Montgomery, Shreveport, Akron, Central Arkansas Water, Detroit, Marquette, Milwaukee, Minneapolis, SEMCO, Freeport, Nassau, Mayville, Tupper Lake, Massena, Wolfeboro, Unital, Lexington

Executive Steering Committee (ESC)

The intent of the Executive Steering Committee is to have Executive-level representation (one Executive per utility) from our customer base that will:

- Provide advice, insight and assistance to S&S' direction
- Help S&S ensure our products and services meet the changing demands of the utility industry
- Ensure S&S is properly leveraging expertise and experience
- Ensure S&S has the proper structure, processes and communication mechanisms to meet expectations
- Assist in our mutual successes and a win-win situation

* The intent is to have quarterly meetings (two via WebEx and two face-to-face).

Monthly WebCasts

Webcasts are scheduled to be conducted online via WebEx. These webcasts can be used to provide company/corporate updates, promote user group interaction, allow for a discussion arena on selected topics, and serve as training sessions. Each customer can have as many employees attend/participate as they would like.

Support Team Assignment

- Client Support – The entire Client Support team works collectively to resolve your TTPs.
- Client Advocate – **Mike Lamontagne** – Your Client Advocate is the person whom is aware of your overall issues, is responsible for holding open issue review calls, is responsible for scheduling maintenance releases (MR)/train refreshes on your behalf, and may attend Business Process Analysis trips (one trip per year is covered under maintenance).
- Account Management – **Shawn Drew** – Your Account Manager is the person whom is aware of your overall issues, is responsible for holding open issue review calls as required, can serve as an escalation point, is responsible for gathering requirements and putting together small and large project quotes and upgrades, is responsible for scheduling maintenance releases (MR)/train refreshes on your behalf, and may attend go-live project events.
- Account/Executive Sponsor – **Raja Mukherjee** - Your Account Sponsor is the individual who has an understanding of your current state, future projects, can serve as an escalation point, and will hold on-site meetings as required (typically one visit per year).

Escalation Path 8:00 AM – 5:00 PM Customer Local Time – Monday - Friday

Escalation Level – 1	S&S Support Desk	800.655.8810 or support@ssivt.com	Expected Response Time – 2 Hours *Showstopper Issue Response Time – 15 minutes	*If you do not receive a response or the response you receive is unsatisfactory, please escalate to the next level.
Escalation Level – 2	Account Manager, Shawn Drew	802-578-9503 or shawn.drew@ssivt.com	Expected Response Time – 1 Hour *Showstopper Issue Response Time – 15 minutes	*If you do not receive a response or the response you receive is unsatisfactory, please escalate to the next level.
Escalation Level – 3	VP, Client Support, Kate Labor	802.233.2959 or kate.labor@ssivt.com	Expected Response Time – 1 Hour *Showstopper Issue Response Time – 15 minutes	*If you do not receive a response or the response you receive is unsatisfactory, please escalate to the next level.
Escalation Level – 4	General Manager, Raja Mukherjee	802.233.9012 or raja.mukherjee@ssivt.com	Expected Response Time – 1 Hour *Showstopper Issue Response Time – 15 minutes	

Third-Party Software/Hardware Support

Customer Responsibilities:

VPN Connection	<p>Customers are required to have a broadband internet connection (cable, T1 or higher). S&S must be given inbound internet access (from S&S to customer) via a Cisco ASA5505 VPN or similar device that S&S will configure, in order to access servers on the customer premises that relate to access to or support of enQuesta. Minimal firewall entries will be needed to allow a connection to S&S' Cisco VPN. S&S can also connect to a qualified Firewall device that is on the customer's existing LAN. Currently S&S uses and supports IPSEC 3DES with 168-bit encryption with NAT supported.</p>
Back-Ups	<p>In the event of an operating system failure, you will need to reinstall the operating system, either from original OS media or — preferably — from an operating-system backup created using an Enterprise Backup Solution. We recommend the Enterprise Solution alternative because it preserves OS level file changes that may have occurred <i>since</i> the original OS installation as well as system-level user, group, password, device, and configuration information. If an Enterprise Backup Solution is implemented, we recommend executing cumulative operating-system backups on weekdays and a full operating-system backup every weekend. If you create an operating system backup, use a rotating pool of media, keeping at least two weeks of prior system backups for recoverability. Create system backup tapes at the following times:</p> <ul style="list-style-type: none"> ○ <i>Weekly</i> or more often ○ Before and after operating system and hardware upgrades <p>We recommend checking backup tapes immediately to ensure that the backup was successful. The Customer will need to make sure there are no error messages, and that all features and programs are listed. If the backup is successful, write-protect the tape with the toggle provided. If the backup is unsuccessful, the Customer will need to re-complete it.</p> <p><i>*The customer should always contact S&S first if there is a need to restore data from a backup. S&S will assist the customer with the restoration process.</i></p>

*For all other tasks, please review the *enQuesta System Administration Guide* located within the documentation portal on My enQuesta.

Printers	<p>Verify defined printers are current and remove any that are obsolete.</p> <p>Supported enQuesta Printers:</p> <ul style="list-style-type: none"> • Laser Printer (not dot matrix other impact type, or pin-feed) • TCP/IP Network Interface • PostScript queue <p>Hewlett-Packard LaserJet Printers and selected Network printers. For specific model information, contact S&S Technical Support.</p> <p>High-Volume Printers - Billing</p> <ul style="list-style-type: none"> • Laser Printer (not dot matrix, other impact type, or pin-feed) • TCP/IP Network Interface • PostScript queue <p>For CASS Certification or Barcode printing:</p> <ul style="list-style-type: none"> • POSTNET fonts • PCL queue <p>For Automated Lockbox or Scanline Processing:</p> <ul style="list-style-type: none"> • OCR Scanline fonts <p>Cash Receipt Printers Point-of-Transaction Printing</p> <ul style="list-style-type: none"> • TCP/IP network connection: <p>Because the Ithaca 93cx is not TCP/IP compatible, HP JetDirect Boxes are used to interface them to the IP network.</p> <ul style="list-style-type: none"> • PCL queue Ithaca Series 90 Model 93CX <p>*Please note that S&S can no longer be responsible for setting up printers and/or establishing print queues as part of standard support.</p>
Misc. Responsibilities	<ul style="list-style-type: none"> • enQuesta user maintenance (creation/removal/access changes) • Storage maintenance (disk status/maintenance, allocation/assignment to hosts, presentation to hosts) • File/report export to non-enQuesta servers unless contracted • Network and fiber infrastructure connecting enQuesta servers to each other, network storage, CSR workstations, IVR's, etc.

Work Station Requirements	Work Station	Recommended System
	Operating System	Windows 7/8
	Processor	4th Generation Intel® Core™ i5
	RAM	4+ GB
	Screen Resolution	1366 x 768
	Disk	100 MB (free)
	LAN Speed	100 Mbps
	Browser	IE11
	PDF Viewer	Acrobat Reader (latest ver. at the time of installation)
	<p>*Please note S&S does not offer support related to Windows and other PC desktop systems support, communications or infrastructure support.</p>	

S&S Responsibilities:

1st Line of Support for IBM/Dell Hardware purchased by S&S	<p>S&S will initiate trouble tickets with the customer's respective hardware vendor if S&S is unable to resolve the error. This applies only to hardware purchased by S&S for the customer. Typically, hardware vendors require that the person or organization that purchased the original hardware or the organization holding the current maintenance agreement initiate the trouble tickets.</p> <p>*If the customer owns IBM equipment, per IBM, the customer must have a maintenance contract if they want to be able to use the "intellectual property" associated with the hardware. If there is not a valid contract in place, and an issue arises, the customer will be charged time and materials by IBM. S&S cannot re-instate maintenance contracts with IBM at the time an issue arises – maintenance can only be reinstated post issue resolution and penalty fees will also be assessed by IBM, which are quite substantial.</p>
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Hardware Specs	<p>S&S can complete hardware specs as required and provide quotes for new hardware/on-going maintenance.</p>
Third-Party Support – Microfocus, RLDT, JBOSS, Winfast, Ghostscript, RedHat, IBM Cognos, Kubra, SII, Invoice Cloud	<p>First-line diagnostic support for third-party vendors with whom S&S is associated or whose products are integrated within enQuesta. This only applies to third-party software that is under one of S&S' contracts and with which the customer does not have a separate support agreement.</p> <p>*Please note that S&S cannot offer support for situations which reflect the customer's use of third-party vendors over which S&S has no direct responsibility, such as bill-print houses, banks, AMI vendors, or other such third-parties.</p>
Support of all enQuesta Environments	<p>Production, Train, and Test environments as required.</p>
File System Usage	<p>File System monitoring to ensure adequate space is available for enQuesta processing.</p> <p>*This will now require an agent to be installed on your server(s).</p>
Operating System (OS) Maintenance	<ul style="list-style-type: none"> ▪ OS Patching within the current version installed ▪ Troubleshooting and Resolution of OS-related issues ▪ Third-party upgrades/patches
System Monitoring – Nagios	<p>Nagios is a system monitoring tool which will allow for the following:</p> <ul style="list-style-type: none"> • Alerting of error conditions • Remote operation execution • Detection of changed files <p>The Nagios server is hosted on the S&S network.</p> <p>S&S will utilize this tool to monitor the following core services:</p> <ul style="list-style-type: none"> • Disk Storage Capacity • JBOSS – Up/Down, Memory and Thread use • Back-Up Completed/Failed

	<ul style="list-style-type: none"> • Oracle Up/Down • eRC Up/Down • IVR Webservice • WebConnect Availability • Server Paging Excessively • # of Sessions per/User Exceeds X • Server Re-Boot Required
Disaster Recovery Annual Test	If the customer has a disaster recovery solution in place, S&S will conduct one annual test with the customer. This will need to occur over a weekend and will need to be scheduled 3 months in advance of the desired date.

S&S Responsibilities (Imbedded Oracle Support):

Database Security Patching/Upgrades (when required)	<ul style="list-style-type: none"> ▪ Monitoring Oracle published alerts ▪ Installing and testing patches in Test/Train/Production environments
Performance Monitoring and Tuning	<ul style="list-style-type: none"> • Monitoring and adjusting Oracle database parameters to enhance application performance as needed • SQL Tuning
Instance Administration	<ul style="list-style-type: none"> ▪ Creation and monitoring standard processes for Train refreshes ▪ SQL tuning ▪ Monitoring RMAN process / Perform object recovery (when needed) ▪ Instance deletion or recreation (if needed)
Database Monitoring	<ul style="list-style-type: none"> ▪ Manage archive logs and audit trails ▪ Tablespace monitoring to include space and fragmentation issues ▪ Primary support for all Production and Train and Test instance issues ▪ Identification and resolution of record locks
New Object Creation	<ul style="list-style-type: none"> ▪ Creation of new objects to support application enhancements as well as enterprise-wide reporting

Maintenance Releases

We will be rolling out a new strategy not yet finalized for 2016. For the interim, we will not be deploying any new maintenance releases to existing enQuesta customers unless required by a quote/new modification that needs to be promoted.

Upgrades

Customers will upgrade to a new release of enQuesta at their discretion. Customers never incur additional enQuesta software license fees with each upgrade, meaning the software is only purchased once. However, there may be fees related to the various services necessary to perform an upgrade such as travel, training, the configuration of additional modules, or hardware upgrades based on your current operating environment and future requirements.

enQuesta is upgraded in its entirety, rather than by module, and any enhancements provided to the customer are maintained through each new version of software. Major releases of enQuesta are deployed every 24-36 months. S&S encourages customers to upgrade periodically in order to gain new enQuesta functionality and maintain current technology. S&S offers customers upgrade options within S&S' Support Program to provide flexibility, and encourages customers to maintain current versions of enQuesta.



2016 Systems & Software Support Program Guidelines

Extended Support Offerings

Description of Offering
After Hours Support (5:00 pm – 8:00 am Customer Local Time – Monday – Friday/Weekends/Holidays) - <i>*Please review Methods of Contact below</i>
IBM Cognos Licenses (Professional Author, Administrator, Consumer)
IBM Cognos Licenses (Multiple Data Sources)
IBM Cognos Report Creation
Additional enQuesta Users
Additional enQuesta Environments
Data Warehousing
Dedicated Support Model (Dedicated Support Staff on a per customer basis)
Additional Training Conference Attendees (beyond allotted 1 registration)
Maintenance Release Testing in Customer's Test or Train Environment
New User Training
Nagios – Notification sent to personnel within Utility
Nagios – Additional Service Monitoring Set-Up
Website Re-Design
Disaster Recovery Implementation
Disaster Recovery Tests (additional tests post annual)
Data Archiving
Back-Up/Recovery Testing
Modification/Quote Requests S&S requests that in cases of specific custom requests (<i>modification, customization, new features, new interfaces, and enhancements</i>) from a customer, the entire scope of such a request should accompany the inquiry. A TTP will then be created and S&S will then validate the written scope document. A Business Requirements Document (BRD) will accompany the Quote document as required. S&S requires sign-off on both the BRD and quote document to officially begin work.
A maintenance release is typically required for all new functionality. S&S will notify the customer as to which maintenance release the new functionality will be part of. As with all maintenance releases, the deployment will first be delivered to the customer's Test/Train environment. Once successfully tested, the maintenance release will then be deployed to the customer's Production environment.
If the modification requested does not require an MR, it is expected that the customer will test the modification in their train environment within 30 days of receipt. The modification will be moved to production on day 31. When a modification remains in a customer's train environment beyond 30 days, there is a risk of the work being over-written by the deployment of MRs, train refreshes, other code deployments, etc.
After the new functionality has been delivered via a maintenance release to the customer's Test/Train environment, the remaining invoice amount will be billed. <i>*Please note that if a maintenance release is required for this new functionality, the customer must be up-to-date on their maintenance release deployments.</i>
Hourly Rate (for items out-of-scope of this document) - \$175/hr



CONFIDENTIAL

426 Industrial Avenue
Williston, VT 05495
www.ssi vt.com
p: 802-865-1170
f: 802-865-1171

After Hours Support Contact Info (purchased):

Methods of Contact for Client Support Desk

- Phone @ 800.655.8810
- Email – support@ssivt.com (please note that if an issue is sent to an individual team member or to any other e-mail address, S&S cannot guarantee a response)
- Please do not email if you have a showstopper issue

Escalation Path 5:00 PM – 8:00 AM Customer Local Time – Monday – Friday and Weekends/Holidays

Escalation Level – 1	S&S Support Desk	800.655.8810 or support@ssivt.com	Expected Response Time – 2 Hours *Showstopper Issue Response Time – 15 minutes	*If you do not receive a response or the response you receive is unsatisfactory, please escalate to the next level.
Escalation Level – 2	VP Client Support, Kate Labor	802.858.9038 or 802.233.2959 kate.labor@ssivt.com	Expected Response Time – 1 Hour *Showstopper Issue Response Time – 15 minutes	*If you do not receive a response or the response you receive is unsatisfactory, please escalate to the next level.
Escalation Level – 3	General Manager, Raja Mukherjee	802.233.9012 or raja.mukherjee@ssivt.com	Expected Response Time – 1 Hour *Showstopper Issue Response Time – 15 minutes	



2016 Systems & Software Support Program Guidelines

Systems & Software 2016 Holidays:

Date	Holiday
1/1/2016 Friday	New year's Days
2/15/2016 Monday	President's Day
5/30/2015 Monday	Memorial Day
7/4/2016 Friday	Independence Day
9/5/2016 Monday	Labor Day
11/11/2016 Friday	Veterans' Day
11/24-11/25/2016 Thursday & Friday	Thanksgiving
12/23-12/26/2016 Friday & Monday	Christmas



Staff Report

Phase Two for the Purchase of Replacement Tasers, Cartridges, Holsters and Batteries, Bid Project 16-0038	
City Council Meeting Date: 12-1-15	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to approve the sole-source purchase of Tasers, cartridges, holsters, and batteries with TASER International, Inc. in the estimated amount of \$175,000.

PRIOR BOARD OR COUNCIL ACTION

On September 2, 2014, City Council approved MO09022014-008, approving Phase One purchase of Taser equipment with TASER International, Inc., in the estimated amount of \$243,969.15.

ANALYSIS

The Police Department currently has 397 Model X26 Tasers in inventory. Tasers are used in the line of duty, in training, and in the qualifying process for new recruits and police officers. All officers are required to be certified before carrying and discharging a Taser and are required to recertify annually.

This purchase is for Phase Two of a three-year plan to replace the entire inventory of Tasers with the new replacement Model X26P. This purchase includes 192 Tasers, holsters, batteries, and download support. There were 240 Model X26P Tasers purchased during Phase One with an additional 205 anticipated to be purchased in the future for Phase Three, if approved.

TASER International, Inc., of Scottsdale, Arizona, is the sole provider of TASER product; therefore, the purchase is exempt from the competitive bidding statutes in accordance with Texas Local Government Code, Section 252.022 (a) 7 as sole-source procurement.

FINANCIAL IMPACT

This is a one-time purchase; therefore, no financial impact is anticipated in future fiscal years directly related to this purchase.

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
\$175,000	\$0	\$0

Funds are budgeted in Police Federal Treasury Restricted Fund Account No. 270104-60022.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

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Staff Report

Purchase of Two Fire Apparatus, Bid Project 16-0045

City Council Meeting Date: 12-01-15

Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to approve the purchase of two fire apparatus with Metro Fire Apparatus Specialists, Inc. through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program, in an amount not to exceed \$1,184,956.

PRIOR BOARD OR COUNCIL ACTION

On June 24, 1997, City Council adopted Resolution 97-411, authorizing City participation in the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program.

ANALYSIS

This purchase is for two new fire apparatus to replace two existing front-line fire apparatus that have reached the end of their useful service life. The new fire apparatus are equipped with all the requirements to meet or exceed EPA emission reducing standards. Fire apparatus have a lead time of approximately 18 months (from the encumbrance of funds until delivery). Due to the need to maintain an adequate fire apparatus fleet and to avoid an increase in the cost of the replacement apparatus, the City wishes to proceed with the acquisition of the vehicles.

In an effort to explore new procurement options and seek greater cost-savings related to fire apparatus, management opted to perform a detailed comparison of available equipment, options, and customizations available through various cooperatives to ensure that the City is getting the best price and quality.

FINANCIAL IMPACT

After investigating a number of alternatives, utilizing the interlocal agreement with Metro Fire Apparatus Specialists, Inc. of Houston, Texas, through the H-GAC Cooperative Purchasing Program, was determined to be the most cost-effective method for obtaining the fire apparatus. This is a one-time purchase. The new units will replace existing units; therefore, no additional maintenance or fuel costs will be incurred.

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
\$1,184,956	\$0	\$0

Funds are budgeted in Fire Department Fire Operations Account No. 220201-68200.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

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

Purchase of Ammunition, Bid Project 16-0006	
City Council Meeting Date: 12-1-15	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to approve the purchase of ammunition with Precision Delta Corporation in the estimated amount of \$83,978.48; GT Distributors, Inc. in the estimated amount of \$43,737.15; and Bailey's House of Guns, Inc. in the estimated amount of \$19,861.31, for a total estimated amount of \$147,576.94.

PRIOR BOARD OR COUNCIL ACTION

None.

ANALYSIS

The contract is for ammunition to be used in the line of duty, and for the training and firearms qualification of new police recruits and police officers. New police recruits receive basic firearms training and any remedial training required to meet the mandated proficiency level. Police officers receive required in-service, optional in-service and remedial training to qualify with firearms and to maintain proficiency levels.

Bid closed:	2:00 p.m., October 15, 2015
Vendors notified through DemandStar:	32
Vendors notified through the Supplier Portal:	31
Bids received:	5

VENDOR	ITEMS	MWBE	Total
Precision Delta Corporation Ruleville, Mississippi	Items 1, 4, 11, 12	No	\$83,978.48
GT Distributors, Inc. Austin, Texas	Items 8, 9, 10	No	\$43,737.15
Bailey's House of Guns, Inc. Houston, Texas	Items 2, 3, 5, 6, 7	Yes**	\$19,861.31
Kinetic Industries* Eden Prairie, Minnesota	NA	No	\$137,049.93
Clyde Amory, Inc. * Athens, Georgia	NA	No	\$76,657.40

* Partial Bid **Women Owned

FINANCIAL IMPACT

Precision Delta Corporation of Ruleville, Mississippi, returned the lowest responsive bid for line items 1, 4, 11 and 12 in the estimated amount of \$83,978.48; GT Distributors of Austin, Texas, returned the lowest responsive bid for line items 8, 9, and 10 in the estimated amount of \$43,737.15; and Bailey's House of Guns, Inc. of Houston, Texas, returned the lowest responsive bid for line items 2, 3, 5, 6 and 7 in the estimated amount of \$19,861.31; for a total estimated amount of \$147,576.94. This is a one-time purchase; therefore, no financial impact is anticipated in future fiscal years directly related to this purchase.

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
\$147,576.94	\$0	\$0

Funds are budgeted in Police Department Operations Account No. 810301-60014.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

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Staff Report

Purchase of 33 Dodge Chargers, Bid Project 16-0044	
City Council Meeting Date: 12-1-15	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to purchase 33 Dodge Charger Police Sedans with Freedom Chrysler Dodge Jeep Ram through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program in the amount of \$820,930.

PRIOR BOARD OR COUNCIL ACTION

On June 24, 1997, the City Council passed Resolution 97-411 authorizing the City of Arlington to participate in the H-GAC Cooperative Purchasing Program.

ANALYSIS

This purchase is for 33 Dodge Chargers for the Police Department, which will replace units currently in inventory that have reached the end of their useful service life. The City's fleet management contract defines replacement criteria (age and usage) for every vehicle in the fleet. All new vehicles meet the most current U.S. EPA's Emission standards for pollutant emissions for both gasoline and diesel engines.

FINANCIAL IMPACT

Freedom Chrysler Dodge Jeep Ram of Dallas, Texas, is under contract with the H-GAC Cooperative Purchasing Program and will provide 33 Dodge Chargers for a total amount of \$820,930. 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:

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
\$820,930	\$0	\$0

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

ADDITIONAL INFORMATION

Attached:	2016 Vehicle Replacement List
Under separate cover:	None
Available in the Purchasing office:	Bid file
MWBE:	No

STAFF CONTACT(S)

Keith Melton, P.E., Director Public Works & Transportation 817-459-6553 Keith.Melton@arlingtontx.gov	Will Velasco, CPPB Purchasing Agent 817-459-6302 Will.Velasco@arlingtontx.gov	Mike Finley Director of Finance 817-459-6345 Mike.Finley@arlingtontx.gov
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Vehicle Replacement List

Unit No.	Dept.	Year	Make	Model	Description		Current Mileage
0428	810701	2007	DODGE	CHARGER HEMI	PD CHARGER HEMI	MILES	125,438
0512	810601	2009	DODGE	CHARGER V6	PD CHARGER V6	MILES	118,575
0514	810501	2009	DODGE	CHARGER V6	PD CHARGER V6	MILES	115,190
0537	811301	2009	DODGE	CHARGER V6	PD CHARGER V6	MILES	134,133
0540	811301	2009	DODGE	CHARGER V6	PD CHARGER V6	MILES	126,178
0541	810501	2009	DODGE	CHARGER V6	PD CHARGER V6	MILES	117,091
0617	810401	2010	DODGE	CHARGER V6	PD CHARGER V6	MILES	114,457
0619	810501	2010	DODGE	CHARGER V6	PD CHARGER V6	MILES	140,288
0622	810501	2010	DODGE	CHARGER V6	PD CHARGER V6	MILES	123,567
0624	811301	2010	DODGE	CHARGER V6	PD CHARGER V6	MILES	117,737
0625	810401	2010	DODGE	CHARGER V6	PD CHARGER V6	MILES	139,136
0633	810401	2010	DODGE	CHARGER V6	PD CHARGER V6	MILES	118,115
0634	810401	2010	DODGE	CHARGER V6	PD CHARGER V6	MILES	129,971
0636	810501	2010	DODGE	CHARGER V6	PD CHARGER V6	MILES	154,543
0701	810401	2011	DODGE	CHARGER V6	PD CHARGER V6	MILES	106,304
0703	810501	2011	DODGE	CHARGER V6	PD CHARGER V6	MILES	122,217
0708	810501	2011	DODGE	CHARGER V6	PD CHARGER V6	MILES	136,332
0709	811301	2011	DODGE	CHARGER V6	PD CHARGER V6	MILES	104,031
0714	810401	2011	DODGE	CHARGER V6	PD CHARGER V6	MILES	118,558
0715 **	810601	2011	DODGE	CHARGER V6	PD CHARGER V6	MILES	104,340
0716	810501	2011	DODGE	CHARGER V6	PD CHARGER V6	MILES	116,434
0718	810401	2011	DODGE	CHARGER V6	PD CHARGER V6	MILES	107,536
0720	810501	2011	DODGE	CHARGER V6	PD CHARGER V6	MILES	120,828
0721	811301	2011	DODGE	CHARGER V6	PD CHARGER V6	MILES	113,909
0722	810401	2011	DODGE	CHARGER V6	PD CHARGER V6	MILES	108,681
0724	810501	2011	DODGE	CHARGER V6	PD CHARGER V6	MILES	119,936
0725	811301	2011	DODGE	CHARGER V6	PD CHARGER V6	MILES	105,703
0727	810501	2011	DODGE	CHARGER V6	PD CHARGER V6	MILES	145,991
0730 **	811301	2011	DODGE	CHARGER V6	PD CHARGER V6	MILES	96,648
0732	811301	2011	DODGE	CHARGER V6	PD CHARGER V6	MILES	108,042
0736	811301	2011	DODGE	CHARGER V6	PD CHARGER V6	MILES	104,004
0813	810501	2012	DODGE	CHARGER V6	PD CHARGER V6	MILES	116,316
0908 **	810601	2013	DODGE	CHARGER V6	PD CHARGER V6	MILES	52,769

** = Out of Service

October 1, 2015



Staff Report

Renewal of Annual Requirements Contract for Streetlight Poles, Lights, and Accessories, Bid Project 13-0064

City Council Meeting Date: 12-1-15 | 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 purchase of streetlight poles, lights and accessories with Graybar Electrical Company, Inc. in the estimated amount of \$311,195.43.

PRIOR BOARD OR COUNCIL ACTION

On January 8, 2013, City Council approved MO01082013-015 awarding annual requirements contract for the purchase of streetlight poles, lights and accessories with Graybar Electrical Company, Inc. of Fort Worth, Texas, in the estimated amount of \$282,883.02.

On October 29, 2013, City Council approved MO10292013-007 exercising the first of four, one year renewal options in the contract for the purchase of streetlight poles, lights and accessories with Graybar Electrical Company, Inc. in the estimated amount of \$289,672.21. The amount reflected a 2.4 percent CPI increase.

On December 16, 2014, City Council approved MO12162014-009 exercising the second of four, one year renewal options in the contract for the purchase of streetlight poles, lights and accessories with Graybar Electrical Company, Inc. in the estimated amount of \$301,838.44. The amount reflected a 4.2 percent CPI increase.

ANALYSIS

This contract is for the supply of street light poles, lamps, bulbs, light fixtures, fuses, cable and wire for the Public Works Department. The electrical components will be used to maintain, repair and replace city-owned streetlights on an as-needed basis.

Contract term: One year/four, one-year renewal options
Current term: Third renewal (January 1, 2016 through December 31, 2016)

FINANCIAL IMPACT

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

In accordance with bid specifications, the Purchasing Division received a letter from Graybar Electrical Company, Inc. requesting the third renewal with a price increase. The renewal price reflects a 3.1 percent overall increase, which is within the limits of the Consumer Price Index (CPI) as specified in the original bid. The projected financial impact for this contract term is as follows:

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
\$233,396.57	\$77,798.86	\$0

Funds are budgeted in Public Works Streetlight Maintenance Account No. 720106-63119.

ADDITIONAL INFORMATION

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

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Mike Finley
Director of Finance
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Mike.Finley@arlingtontx.gov



Staff Report

Renewal of Annual Requirements Contract for Auto Body Shop Repair Services, Bid Project 14-0006

City Council Meeting Date: 12-1-15 | Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to exercise the second of four one-year renewal options in the annual requirements contract for auto body shop repair services with Align Auto Collision & Painting in the estimated amount of \$150,000.

PRIOR BOARD OR COUNCIL ACTION

On November 19, 2013, City Council approved MO11192013-005, awarding an annual requirements contract for auto body shop repair services with Teyac, Inc., dba Maaco Collision Repair & Auto Painting in the estimated amount of \$150,000.

On October 14, 2014, City Council approved MO10142014-010, exercising the first of four one-year renewal options in the annual requirements contract for auto body shop repair services with Align Auto Collision & Painting, formerly known as Teyac, Inc., dba Maaco Collision Repair & Auto Painting in the estimated amount of \$150,000.

ANALYSIS

This contract is for auto body shop services and repairs. The City operates an extremely diverse fleet of over 900 units, including sedans, on and off road vehicles, construction equipment, patrol cars, fire-fighting apparatus, and Handitran buses. Auto body shop repairs will be provided on an as needed basis.

Original contract term: One year/four one-year renewals
Current term: Second renewal (December 1, 2015 – November 30, 2016)

FINANCIAL IMPACT

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

In accordance with the bid specifications, the Purchasing Division has received a letter from Align Auto Collision & Painting of Arlington, Texas, requesting the second renewal at the current pricing. The projected financial impact for this contract term is as follows:

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
\$125,000	\$25,000	\$0

Funds are budgeted in various citywide Departmental Fleet Non-target Repair accounts.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

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Staff Report

Renewal of Annual Requirements Contracts for Hot-Mix Asphaltic Concrete, Bid Project 14-0009

City Council Meeting Date: 12-1-15

Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to exercise the second of four one-year renewal options in the annual requirements contracts for hot-mix asphaltic concrete with Reynolds Asphalt & Construction Company in the estimated amount of \$827,250 and JLB Contracting, L.P. in the estimated amount of \$825,000, for a total estimated amount of \$1,652,250.

PRIOR BOARD OR COUNCIL ACTION

On November 19, 2013, City Council approved MO11192013-004, awarding annual requirements contracts for the purchase of hot-mix asphaltic concrete with Reynolds Asphalt & Construction Company in the estimated amount of \$827,250 and JLB Contracting, L.P. in the estimated amount of \$825,000, for a total estimated amount of \$1,652,250.

On October 14, 2014, City Council approved MO10142014-011 exercising the first of four one-year renewal options in the annual requirements contracts for hot-mix asphaltic concrete with Reynolds Asphalt & Construction Company in the estimated amount of \$827,250 and JLB Contracting, L.P. in the estimated amount of \$825,000, for a total estimated amount of \$1,652,250.

ANALYSIS

The contracts are for hot-mix asphaltic concrete for scheduled and unscheduled street repairs such as filling pot holes, low spots, and street failures. The contracts are awarded to multiple vendors to ensure an uninterrupted supply of hot-mix asphaltic concrete. The asphalt will be purchased on an as-needed basis from the vendor whose available material is in closest proximity to the repair site.

Original contract term: One year/four one-year renewals
Current term: Second renewal (December 1, 2015 – November 30, 2016)

FINANCIAL IMPACT

The Public Works and Transportation Department and the Purchasing Division have determined that it is in the City's best interest to renew the contract for an additional term. 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 has received letters from Reynolds Asphalt & Construction Company of Euless, Texas, and JLB Contracting, L.P. of Fort Worth, Texas, requesting the second renewal at the current pricing. The projected financial impact for this contract term is as follows:

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
\$1,376,875	\$275,375	\$0

Funds are budgeted in Street Maintenance Sales Tax Account No. 720101-63132.

ADDITIONAL INFORMATION

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

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Staff Report

Renewal of Annual Requirements Contract for the Supply and Delivery of Paper, Bid Project 12-0005

City Council Meeting Date: 12-1-15 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 and delivery of printing paper with Western-BRW Paper Co., Inc. in the estimated amount of \$200,367.46.

PRIOR BOARD OR COUNCIL ACTION

On December 13, 2011, City Council approved MO12132011-001 awarding an annual requirements contract for the supply and delivery of paper with Western-BRW Co., Inc. of Arlington, Texas, in the estimated amount of \$200,367.46.

On November 20, 2012, City Council approved MO11202012-002 exercising the first of four, one-year renewal options for the supply and delivery of paper with Western-BRW Co. Inc. of Arlington, Texas, in the estimated amount of \$200,367.46.

On December 17, 2013, City Council approved MO12172013-007 exercising the second of four, one-year renewal options for the supply and delivery of paper with Western-BRW Paper Co., Inc. of Arlington, Texas, in the estimated amount of \$200,367.46.

On November 18, 2014, City Council approved MO11182014-001 exercising the third of four, one-year renewal options for the supply and delivery of paper with Western-BRW Paper Co., Inc. of Arlington, Texas, in the estimated amount of \$200,367.46.

ANALYSIS

The contract is for the supply and delivery of reproduction and printing paper for the Knowledge Services Department. The contract includes xerographic, carbonless, and color paper for specialty, copier, and laser jet printing. The paper will be delivered to various City departments on an as-needed basis.

Original term: One year/four one-year renewal options
Current term: Fourth and final renewal (January 1, 2016 – December 31, 2016)

FINANCIAL IMPACT

The Purchasing Division and the Knowledge Services Department have determined that it is in the City's best interest to renew the contract for an additional term. This contract term is for one year.

In accordance with bid specifications, the Purchasing Division has received a letter from Western-BRW Paper Co., Inc. of Arlington, Texas, requesting the fourth and final renewal term at the current pricing. The projected financial impact for this contract term is as follows:

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
\$150,275.60	\$50,091.86	\$0

Funds are budgeted in Knowledge Services Account No. 180201-60026.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

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Staff Report

Annual Requirements Contract for Pavement Leveling Services, Bid Project 16-0047	
City Council Meeting Date: 12-1-15	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to approve an annual requirements contract for pavement leveling services with Nortex Concrete Lift and Stabilization, Inc. through an interlocal cooperative purchasing agreement with the City of Grand Prairie in the estimated amount of \$100,000.

PRIOR BOARD OR COUNCIL ACTION

On December 4, 2007, City Council adopted Resolution 07-738 authorizing the execution of an interlocal agreement with the City of Grand Prairie relative to procurement of goods and services from vendors under current and future contracts.

ANALYSIS

This contract is for pavement leveling services to repair sunken areas of concrete pavement throughout the City. This process involves injecting poly-urethane foam under the pavement until the foam expands and raises the settled pavement area. This process is performed on concrete sections that have no visual sign of cracking. In addition to being a cost effective treatment, the contractor can typically complete repairs and open the area to traffic within three hours, versus closing a lane of traffic for several days to remove and replace the sunken section.

Contract term: December 1, 2015 thru November 1, 2016

FINANCIAL IMPACT

Utilizing the agreement with Nortex Concrete Lift and Stabilization, Inc., of Fort Worth, Texas, through the interlocal agreement with the City of Grand Prairie was determined to be the most cost-effective method for obtaining the pavement leveling services in the estimated amount of \$100,000. The projected financial impact for this contract term is as follows:

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
\$90,910	\$9,090.00	\$0

Funds are budgeted in Public Works Street Maintenance Account No. 720101-63132.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Keith Melton, P.E. Director of Public Works 817-459-6553 Keith.Melton@arlingtontx.gov	Will Velasco, CPPB Purchasing Agent 817-459-6302 Will.Velasco@arlingtontx.gov	Mike Finley Director of Finance 817-459-6345 Mike.Finley@arlingtontx.gov
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Staff Report



Annual Requirements Contract for Audio Books, Bid Project 16-0022

City Council Meeting Date: 12-1-15

Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to execute an annual requirements contract for the sole-source purchase of audio books with Recorded Books, LLC in the estimated amount of \$75,000.

PRIOR BOARD OR COUNCIL ACTION

None.

ANALYSIS

This purchase is for the supply of library materials, which includes adult and juvenile audio book CDs, adult and juvenile downloadable audio books, online magazines and platform fees for the online delivery of materials. Patrons will use the material at various Library locations throughout the City and materials will be purchased on an as-needed basis. Additionally, e-content (audio books, magazines) will be available off-site. This purchase includes the platform fee of \$20,000 for the delivery of the materials.

Recorded Books, LLC of Prince Frederick, Maryland, is the only source for this selection of downloadable audio books; therefore, it is exempt from the competitive bidding statutes in accordance with the Texas Local Government Code, Section 252.022 as sole-source procurement.

Contract term: January 1, 2016 – December 31, 2016

FINANCIAL IMPACT

This is a one-year agreement that is reviewed and renewed annually. The contract is for an estimated amount of \$75,000. The projected financial impact for this contract term is as follows:

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
\$56,250	\$18,750	\$0

Funds are budgeted in Library Books Account No. 960301-60015.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

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Staff Report



Construction Contract for Miracle Field Shade Improvements	
Project No. PKPL-16001	
City Council Meeting Date: 12/01/2015	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to execute a construction contract with Hutcherson Construction, Inc. of Arlington, Texas for construction of Miracle League Field shade improvements in the amount of \$76,200. Funding is available in Parks and Recreation Bond Account No. 508503-68101-53550599.

PRIOR BOARD OR COUNCIL ACTION

No prior council action.

ANALYSIS

This project involves the replacement of the existing fabric material with a standing metal seam roof for the Miracle League field located in Randol Mill Park. The Miracle League of DFW is a non-profit organization that offers baseball programs to children and young adults with a wide range of physical disabilities. The existing materials have been in place for 9 years and is in very poor condition. The standing seam metal roof will provide for a more permanent and sustainable solution for shade/comfort for park patrons.

On November 11, 2015, three bids were received for this project. The low bidder was Equistar Construction and Design of Weatherford, Texas with a bid of \$46,700. On November 12, 2015, they withdrew their bid due to estimating errors and omissions. Due to this withdrawal, staff recommends proceeding with Hutcherson Construction, Inc. of Arlington, Texas with the next lowest bid of \$76,200.

Parks and Recreation staff is also working on construction documents to renovate/replace the synthetic turf on the Miracle Field. The project will consist of removing the existing surface and asphalt base, replacing it with a concrete base and installing new synthetic surfacing. The existing surface has deteriorated over time and the asphalt base is heaving in several areas. The concrete base will provide a more stable and permanent playing surface. Construction is projected to start in February 2016 and be complete by the beginning of the Miracle League spring 2016 season.

Date of Bid:	November 11, 2015
Number of Bids Received:	3
Number of Bids from Arlington Firms:	1
Bidder Prequalification:	No
Project Estimate:	\$55,000
Range of Bids:	\$46,700 - \$95,000
Recommended Low Bidder:	Hutcherson Construction, Inc.
Contract time:	90 calendar days

Vendor	Total	MWBE
Equistar Construction and Design	\$45,700	No
Hutcherson Construction, Inc.	\$76,200	No
Nissi Development Group	\$95,000	Yes - AS

*MO – MINORITY OWNED - AS.

FINANCIAL IMPACT

Hutcherson Construction, Inc. is the recommended low bidder in the amount of \$76,200. Funding is available in Parks and Recreation Bond Account No. 508503-68101-53550599. There will be no anticipated annual General fund maintenance impact for this project.

	<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
Construction			
Parks and Recreation	\$76,200	\$0	\$0
Annual Maintenance	\$0	\$0	\$0

ADDITIONAL INFORMATION

Attached:	None
Under separate cover:	None
Available in the City Secretary’s office:	None

STAFF CONTACT(S)

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De’Onna Garner
Parks Planning Manager
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deonna.garner@arlingtontx.gov

Staff Report



Change Order No. 1 – Implementation of Phase II of the Energy Efficiency Program, Bid Project 16-0040	
City Council Meeting Date: 12-1-15	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to execute Change Order No. 1 for the implementation of Phase II to the Energy Efficiency Program with OpTerra Energy Services through an Interlocal Agreement for Cooperative Purchasing with the Dallas County Schools d/b/a Texserve in the amount of \$3,356,770.

Authorize the City Manager or his designee to execute an agreement for the financing of Phase II of the Energy Efficiency Program to be engineered, designed, constructed and commissioned by OpTerra Energy Services with Banc of America in the amount of \$3,285,570. The project cost is different from the amount financed because of \$71,200 worth of incentives. The financing is cost less incentives.

Change Order No. 1 for the implementation of Phase II will extend the original contract terms from 15 years to 17 years and increase the total contract amount from \$10,520,980 to \$13,877,750.

PRIOR BOARD OR COUNCIL ACTION

On March 18, 2014, the Fiscal Policy Committee was presented staff's recommendation to formally assess the ability to develop a program to implement various mechanical, electrical, and roofing improvements on several municipal buildings in an effort to secure both energy and financial savings guarantees. The Committee brought staff's recommendation to Council and staff received confirmation to move forward with the initiative.

On April 8, 2014, City Council approved Resolution No. 14-073 authorizing the execution of an Interlocal Agreement for Cooperative Purchasing with the Dallas County Schools d/b/a Texserve relative to procurement of goods and services from vendors under current and future contracts.

On April 22, 2014, City Council approved Minute Order 04222014-006, authorizing the execution of a contract for the energy assessment and development of an Energy Efficiency Program for the City of Arlington with Chevron Energy Solutions Company of Houston, Texas, through Dallas County Schools, d/b/a Texserve in the estimated amount of \$115,000, and execute any and all documents necessary to carry out such contract.

On December 2, 2014, City Council approved Minute Order 12022014-003 authorizing a 15-year lease purchase for the implementation of an Energy Efficiency Program with OpTerra Energy Services of San Francisco, California through an Interlocal Agreement for Cooperative Purchasing with the Dallas County Schools d/b/a Texserve in the amount of \$10,520,980 and execute any and all documents necessary to carry out such lease.

On December 2, 2014, City Council approved Minute Order 12022014-004 authorizing a 15-year lease purchase agreement for financing of the Energy Efficiency Program to be engineered, designed, constructed and commissioned by OpTerra Energy Services of San Francisco, California with Banc of America in the amount of \$10,520,980 and execute any and all documents necessary to carry out such lease.

ANALYSIS

Change Order No. 1 provides for the implementation of Phase II of the City’s Energy Efficiency Program. OpTerra Energy Services has provided the City with an energy conservation solution and the engineering and economical basis for establishing an Energy Efficiency Program. As with the Phase I, energy conservation measures for Phase II will include installation of automatic energy control systems, upgraded HVAC systems and modifications, and energy-saving LED lighting and technology on streetlight infrastructure. The energy conservation solution designed and developed by OpTerra Energy Services, guarantees cost savings and a reduction in the City’s utility-purchased electricity costs. With the implementation of Phase II, the original contract term will increase from 15 years to 17 to account for the additional scope of work included in Phase II.

The Energy Efficiency Program solution was contracted pursuant to Local Government Code 302.002, Energy Savings Performance Contracts. The City anticipates saving an additional \$276,964 after paying all program costs over the life of the 17-year lease purchase and the environmental benefits comply with the Clean Green Arlington Initiative.

Change Order	
Original Contract Amount	\$10,520,980
Change Order No. 1	\$ 3,356,770
Revised Contract Amount	\$13,877,750

Contract term: December 11, 2015 through December 31, 2032

FINANCIAL IMPACT

After investigating a number of alternatives, utilizing the Interlocal Agreement for Cooperative Purchasing with the Dallas County Schools d/b/a Texserve provides the best value for the City. OpTerra Energy Services of San Francisco, California, is currently under contract with the Interlocal Agreement for Cooperative Purchasing with the Dallas County Schools d/b/a Texserve and will provide additional Energy Efficiency Implementation services per the terms of the agreement in the amount of \$3,356,770.

Financing for the Energy Efficiency Program will be provided through a 17-year lease purchase agreement with Banc of America. Annual payments for the lease purchase period are guaranteed through cost-savings realized through Energy Efficiency Program measures. The projected financial impact is as follows:

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
\$0	\$151,931.29	\$88,406.87

ADDITIONAL INFORMATION

Attached:	Phase II - Opera Contract - Change Order No. 1 Phase II – Banc of America Proposal
Under separate cover:	None
Available in the Purchasing office:	Bid file
MWBE:	No

STAFF CONTACT(S)

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Change Order No. 1

Customer Contract Title: Energy Services Contract	Customer Contract No: R3001
Customer Contract Effective Date: December 11, 2014	Change Order Effective Date: _____, 2015

Customer Name:	City of Arlington, Texas
Customer Address:	101 West Abram Street Arlington, TX 76010
Contact:	Attention: Keith Melton
Job Location:	Arlington, TX

The Contract is hereby amended as follows:

1. The "Contract Amount" on Page 1 of the Contract is changed from \$10,520,980 to \$13,877,750.
2. The "Guaranteed Savings" on Page 1 of the Contract is changed from \$14,031,156 to \$18,114,143.
3. Attachment C of the Contract "Customer's Facilities & Existing Equipment" is amended to include Attachment C "Customer's Facilities & Existing Equipment (Phase II)" attached hereto.
4. Attachment D of the Contract "Project Schedule" is amended to include Attachment D "Project Schedule (Phase II)" attached hereto.
5. Attachment E of the Contract "Scope of Work" is amended to include Attachment E "Scope of Work (Phase II)" attached hereto.
6. Attachment F of the Contract "Progress Payment Schedule" is amended to include Attachment F "Progress Payment Schedule (Phase II)" attached hereto.
7. Attachment G of the Contract "Standards of Occupancy and Control" is amended to include Attachment G "Standards of Occupancy and Control (Phase II)" attached hereto.
8. Attachment H of the Contract "Energy Management and Guarantee Services" is amended to include Attachment H "Energy Management and Guarantee Services (Phase II)" attached hereto.
9. Attachment I of the Contract "Guaranteed Savings" is amended to include Attachment I "Guaranteed Savings (Phase II)" attached hereto.
10. Attachment K of the Contract "Financial Proforma" is deleted in its entirety and replaced with Attachment K "Financial Proforma (Phase II)" attached hereto.
11. For the additional Scope of Work set forth in this Change Order No. 1, OpTerra ES will obtain additional payment and performance bonds (or a rider to the existing OpTerra ES payment and performance bonds) in the amount of \$3,356,770. Such new bonds shall be subject to the provisions of Section 10.4 of the Contract.

The changes within are hereby authorized, subject to the terms and conditions of that certain Contract referenced above by and between **Opterra Energy Services, Inc.** and **City of Arlington**. All other terms and conditions of the certain Contract referenced above shall remain unchanged.

CITY OF ARLINGTON, TEXAS

OPTERRA ENERGY SERVICES, INC.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

RETURN EXECUTED COPY TO: OpTerra Energy Services, Inc., 12980 Foster Street, Suite 400, Overland Park, KS66213, Attn: Contracts Administrator

**ATTACHMENT C
CUSTOMER'S FACILITIES & EXISTING EQUIPMENT (Phase II)**

The additional Customer Facilities are included under the Scope of Work as listed below:

Building	Location	SF
Handitran Offices	1101 W Main St	12,717
John Kubala WTP	7001 US Hwy 287	16,340
Lake Arlington Branch Library	4000 W Green Oaks Blvd	10,328
Maint facility	300 Front St	14,000
Northeast Branch Library	1905 Brown Blvd	10,604
Police Auxiliary Bldg	1207 W California Ln	5,625
Southwest Branch Library	3311 SW Green Oaks Blvd	10,000
Station #02	1727 Sherry St	7,502
Station #03	1820 S Fielder Rd	5,828
Station #04	1733 W Randol Mill Rd	7,514
Station #06	2620 S Collins St	7,459
Station #07/APD Substation	5601 Ronny Snow Dr	10,400
Station #08	2020 Madison Dr	7,940
Station #09	909 Wimbledon Dr	12,000
Station #10	3205 SW Green Oaks Blvd	4,378
Station #11	2204 Ballpark Way	6,000
Station #12	5050 S Collins St	6,144
Station #13	7100 Russell Curry Rd	7,083
Station #15	906 Eden Rd	6,487
Station #16	1503 Mansfield Webb Rd	8,589
Woodland West Library	2837 W Park Row Dr	8,050

The Existing Equipment is that which is listed in OpTerra ES' energy analysis known as the Program Development Analysis – Phase II.

ATTACHMENT D
SCOPE OF WORK (Phase II)

Additional Energy Conservation Measures to Be Implemented

ECM	Description
SL1	LED Street Lighting - Entertainment District KIM Fixture Retrofits
SL2	LED Street Lighting - I-30 Overpass STERNBERG Fixture Retrofits
SL5	LED Street Lighting - SH 360 Cobraheads & High Mast
SL6	LED Street Lighting - Integrated KIM Fixtures
SL7	LED Street Lighting - Integrated Cobrahead Fixtures
L1a	Interior Lighting Retrofits
L1b	Exterior Lighting Retrofits
C1	BAS Installation/Upgrades
M4	Replace RTUs
M5	Replace AHUs
E1	Power Factor Correction
E2	Install VFD on Pool Circ Pump
W1	Domestic Water Retrofit

ECM Number: SL1

ECM Title: LED Street Lighting - Entertainment District KIM Fixture Retrofits

ECM Description:

Phase I of the Energy Savings project addressed replacement of existing High Intensity Discharge (HID) lighting in cobra head fixtures with solid state Light Emitting Diode (LED) cobra head fixtures. Due to the Transmission and Distribution Service Provider’s (TDSP) current Street Light Service tariff (6.1.1.1.8), Phase I involved replacement of existing 150 watt, 175 watt and 200 watt HID cobra head style fixtures. These fixtures are generally located along City thoroughfares, including minor and major collectors and minor and major arterials. While the bulk of fixtures within the City are cobra head style, a number of decorative fixtures with existing 150 watt, 175 watt and 200 watt HID lamps are installed in several areas in the City.

The Entertainment District features 150 watt pendant mounted decorative fixtures manufactured by Kim Lighting. Kim Lighting offers LED retrofit kits for the Era fixtures located in the District. Two sizes, based on the diameter of the housing at the lens, are installed in the District. The quantities of each size are shown below. The wattage of the LED retrofit kits will qualify for Oncor Electric Delivery Company’s reduced tariff.

Fixture Size	Fixture Quantity	LED Replacement Wattage
17”	156	69
25”	141	95

The LED retrofit kits will utilize the existing fixture housing and lens. The existing wiring from the electrical service through the pole up to the fixture is assumed to be in good condition and will be re-used for the retrofit kits. The City will inventory the fixtures included in the scope for failed wiring or unsafe or failed pole prior to the replacement and correct any deficiencies. If these deficiencies are found during fixture replacement, they will be noted and immediately reported to the City so they can be corrected prior to LED retrofit kit installation. Operation of the fixtures is controlled via on-board photocells. Existing photocells will be utilized with the retrofit kits.

During construction, data will be collected at each pole to update the City’s existing inventory. Data collected with hand held devices include GPS coordinates of the light pole, pole type, fixture manufacturer, fixture model number, and fixture type, number of lamps per pole, lamp wattage, and voltage. The City’s existing database will be updated with the new data as construction progresses.

The City of Arlington will also realize operation and maintenance savings due to the long life cycle of the LEDs. The proposed LED lamps have a rated life cycle of approximately 65,000 hours compared with HID lamps that generally have a life of less than 24,000 hours. Over the course of the 16-year life of the LED lamps, every HID fixture would have a lamp changed about 3 times.

During construction, fixture counts will be reconciled between the Replacement Count and the actual count of completed installations prior to ordering the final ten percent of material. An additive or deductive change order will be executed with the City to account for discrepancies between the Replacement Count and the actual count of fixtures.

ECM Number: SL2

ECM Title: LED Street Lighting - I-30 Overpass STERNBERG Fixture Retrofits

ECM Description:

The Collins Street, Center Street and Baird Farm Road overpasses above Interstate I-30 utilize 150 watt decorative caged acorn fixtures manufactured by Sternberg Lighting. Sternberg Lighting offers LED retrofit kits for the Ripon 1130A fixtures located on the overpasses. These fixtures include post top mounted, double arm pole mounted and arm mounts on roadside monuments. The fixture quantities associated with each mounting configuration are shown below. The wattage of the LED retrofit kits will qualify for Oncor Electric Delivery Company's reduced tariff.

Street	Fixture Mount	Fixture Quantity
Collins	Post Top	18
Collins	Double Bracket	14
Collins	Monument	16
Center	Post Top	18
Center	Double Bracket	14
Baird Farm	Post Top	5
Baird Farm	Monument	8

The LED retrofit kits will utilize the existing acorn globes, bases and trim. The existing wiring from the electrical service through the pole up to the fixture is assumed to be in good condition and will be re-used for the retrofit kits. The City will inventory the fixtures included in the scope for failed wiring or unsafe or failed pole prior to the replacement and correct any deficiencies. If these deficiencies are found during fixture replacement, they will be noted and immediately reported to the City so they can be corrected prior to LED retrofit kit installation. Operation of the fixtures is controlled via on-board photocells. Existing photocells will be utilized with the retrofit kits.

During construction, data will be collected at each pole to update the City's existing inventory. Data collected with hand held devices include GPS coordinates of the light pole, pole type, fixture manufacturer, fixture model number, and fixture type, number of lamps per pole, lamp wattage, and voltage. The City's existing database will be updated with the new data as construction progresses.

The City of Arlington will also realize operation and maintenance savings due to the long life cycle of the LEDs. The proposed LED lamps have a rated life cycle of approximately 65,000

hours compared with HID lamps that generally have a life of less than 24,000 hours. Over the course of the 16-year life of the LED lamps, every HID fixture would have a lamp changed about 3 times.

During construction, fixture counts will be reconciled between the Replacement Count and the actual count of completed installations prior to ordering the final ten percent of material. An additive or deductive change order will be executed with the City to account for discrepancies between the Replacement Count and the actual count of fixtures.

ECM Number: SL5

ECM Title: LED Street Lighting - SH 360 Cobra Heads & High Mast

ECM Description:

The replacement of High Intensity Discharge (HID) street lights with fixtures utilizing solid state LEDs in Phase I involved only fixtures at wattages for which the City would realize economic savings through a change in the electric tariff. The current electric tariff does not offer a rate schedule for LED fixtures with energy consumption over 100 watts; therefore, replacement of 250 watt and 400 watt HID fixtures with LED fixtures is not cost effective at this time. A new tariff that will address fixtures falling outside the LED/Low Wattage tariff is currently under review; however, the effective date for the new tariff is unknown at this time.

The City of Arlington has an agreement with the Texas Department of Transportation to maintain lighting along State Highway 360. Fixtures illuminating the highway include cobra heads, predominantly 250 watt as well as some 400 watt fixtures, and 35 high mast poles, each of which utilize a ring of twelve 400 watt fixtures. The table below outlines the quantities of existing fixtures.

Existing Fixture Type	Existing Fixture Quantity
250 watt HID cobra head	260
400 watt HID cobra head	50
HID high mast	420

Replacing existing HID fixtures with LED fixtures has additional benefits beyond economic savings. With a higher color temperature light, LEDs make it easier for drivers to see signage, pedestrians, other cars, or obstructions in the road at night. State Highway 360 is in need of light fixture maintenance. This ECM proposes to replace the existing HID 250 watt and 400 watt cobra head fixtures with American Electric Lighting ATB2 138 watt and 185 watt LED fixtures, and replace each existing array of twelve 400 watt HID fixtures on high mast poles with six Holophane HMLED2 500 watt LED fixtures on each ring.

As mentioned above, LED fixtures that will provide light output to meet TxDOT highway illumination requirements will not meet the current LED/Low Wattage tariff; however, metering fixtures is another option for capturing savings. Lighting along State Highway 360 is controlled from relays. There are five relay cabinets that control the majority of fixtures on high mast poles, along with a few fixtures on cobra heads, along State Highway 360. This ECM proposes to capture savings by metering the feeds to these 5 electric relay cabinets. The locations of the relays and the fixtures each control are listed below.

Relay Location	Fixtures Controlled
Park Row	6 High Mast
Pioneer	8 High Mast
Arkansas	5 High Mast; 19 single cobra heads
NE I-20 Interchange	5 High Mast; 2 single cobra heads
SW I-20 Interchange	9 High Mast; 3 single cobra heads

The new LED cobra head fixtures will be mounted on existing poles and mounting arms. The existing wiring from the electrical service through the pole up to the fixture is assumed to be in good condition and will be re-used with the new fixtures. The City will inventory the fixtures included in the scope for failed wiring or unsafe or failed pole prior to the replacement and correct any deficiencies. If these deficiencies are found during fixture replacement, they will be noted and immediately reported to the City so they can be corrected prior to LED fixture installation.

The new LED high mast fixtures will be mounted on existing rings, with any modifications made to the rings to accommodate the new fixtures. The wiring harness in each high mast pole extending from the pole disconnect out to the terminal box on the ring will be replaced. All rings are assumed to be in operable condition and performance of the work is not expected to require high mast poles to be taken down. In order to meter the groups of fixtures controlled by each relay listed above, meter sockets will be installed ahead of existing service disconnects at each relay cabinet and Oncor will provide and install a utility meter in each meter socket.

During construction, data will be collected at each pole to update the City's existing inventory. Data collected with hand held devices include GPS coordinates of the light pole, pole type, new fixture manufacturer, fixture model number, and fixture type, number of lamps per pole, lamp wattage, and voltage. The City's existing database will be updated with the new data as construction progresses.

The City of Arlington will also realize operation and maintenance savings due to the long life cycle of the LEDs. The proposed LED lamps have a rated life cycle of approximately 95,000 hours compared with HID lamps that generally have a life of less than 24,000 hours. Over the course of the 20+ year life of the LED lamps, every HID fixture would have a lamp changed about 4 times.

ECM Number: SL6

ECM Title: LED Street Lighting – Integrated & Metered KIM Fixtures

ECM Description:

The Entertainment District features 150 watt Era model pendant mounted decorative fixtures manufactured by Kim Lighting. Twenty-three of these 25” fixtures are mounted on poles with traffic signal arms. The majority of these fixtures are metered along with the traffic signals. The remainder fall under the Oncor street lighting tariff. Kim Lighting offers LED retrofit kits for these fixtures. Metered fixtures will produce savings from energy reduction through each meter, and the wattage of the LED retrofit kits will qualify for Oncor Electric Delivery Company’s reduced tariff for the small number of unmetered, integrated fixtures.

The LED retrofit kits will utilize the existing fixture housing and lens. The existing wiring from the electrical service through the pole up to the fixture is assumed to be in good condition and will be re-used for the retrofit kits. The City will inventory the fixtures included in the scope for failed wiring or unsafe or failed pole prior to the replacement and correct any deficiencies. If these deficiencies are found during fixture replacement, they will be noted and immediately reported to the City so they can be corrected prior to LED retrofit kit installation. Operation of the fixtures is controlled via on-board photocells. Existing photocells will be utilized with the retrofit kits.

During construction, data will be collected at each pole to update the City’s existing inventory. Data collected with hand held devices include GPS coordinates of the light pole, pole type, fixture manufacturer, fixture model number, and fixture type, number of lamps per pole, lamp wattage, and voltage. The City’s existing database will be updated with the new data as construction progresses.

The City of Arlington will also realize operation and maintenance savings due to the long life cycle of the LEDs. The proposed LED lamps have a rated life cycle of approximately 65,000 hours compared with HID lamps that generally have a life of less than 24,000 hours. Over the course of the 16-year life of the LED lamps, every HID fixture would have a lamp changed about 3 times.

ECM Number: SL7

ECM Title: LED Street Lighting – Integrated & Metered Cobra Head Fixtures

ECM Description:

The Phase I project consisted of replacing existing 150 watt, 175 watt and 200 watt HID cobra head style streetlights with energy efficient 94 watt LED fixtures mounted on the existing poles and arms. Fixtures mounted on poles also supporting traffic signal arms, referred to as “integrated” fixtures, were not included in the Phase I installation scope of work for replacement, but the fixture count used to develop the implementation cost for the Phase I project did include these “integrated” fixtures, thus there is no implementation cost shown for this ECM in Table 2-2.

This ECM proposes replacement of all integrated HID cobra head fixtures with the 94 watt LED cobra head fixture installed during Phase I. This will standardize the integrated fixtures to a single fixture that will reduce the number of fixture types kept in inventory and improve efficiencies if any future maintenance is required. Approximately 78 percent of existing integrated fixtures are 150 watt or 200 watt HID fixtures, 19 percent are 250 watt HIDs and less than 3 percent are 400 watt HIDs.

Approximately 30 percent of the integrated cobra head fixtures are metered in conjunction with traffic signals. The remainder fall under the Oncor street lighting tariff. Savings for existing 150 watt and 200 watt fixtures under the tariff were included in the Phase I project. Energy savings associated with metered, integrated cobra head fixtures are included in this report.

This ECM proposes to append the Phase I scope of work with replacement of integrated fixtures. A true up of fixture counts, as well as tariff savings based on those counts and the existing fixture wattage will be required.

The replacement consists of removing the existing integrated fixture and mounting the new LED fixture head on the existing pole. The existing wiring from the electrical service through the pole up to the head is assumed to be in good condition and will be re-used for the new LED fixture. The City will inventory the fixtures included in the scope for failed wiring or unsafe or failed pole prior to the replacement and correct any deficiencies. If these deficiencies are found during fixture replacement, they will be noted and immediately reported to the City so they can be corrected prior to LED fixture replacement.

During construction, data will be collected at each pole to update the City’s existing inventory. Data collected with hand held devices include GPS coordinates of the light pole, pole type,

fixture manufacturer, fixture model number, and fixture type, number of lamps per pole, lamp wattage, and voltage. The City's existing database will be updated with the new data as construction progresses.

The City of Arlington will also realize operation and maintenance savings due to the long life cycle of the LEDs. The proposed LED lamps have a rated life cycle of approximately 95,000 hours compared with HID lamps that generally have a life of less than 24,000 hours. Over the course of the 16-year life of the LED lamps, every HID fixture would have a lamp changed about 4 times. Operation and maintenance savings associated with the metered, integrated fixtures are applied to this ECM.

ECM Number: L1a**ECM Title: Interior Lighting Retrofits****ECM Description:**

This Energy Conservation Measure (ECM) recommends retrofitting or replacing existing interior light fixtures with new fluorescent and LED energy efficient lighting products. This ECM is comprised of several specific retrofit types based on the existing application. More details associated with the specific retrofit types are provided below. This work was evaluated for all of the facilities in the scope of the project, however, not every facility is included. Table 2-1a included at the end of the L1b ECM description provides a summary of the retrofits to be installed at each facility. Appendix A identifies existing lighting systems per room for each building.

Replace Lamps and Ballasts - One-for-one lamp replacements with new ballasts.

A majority of City of Arlington facilities surveyed currently utilize fluorescent fixtures that contain older generation fluorescent lamps and ballasts. Many of the lamps and ballasts in these fixtures are near or at the end of their life expectancy. This group retrofit includes replacing lamps and ballasts in the existing fluorescent fixtures with energy efficient, low mercury content, 25-watt T8 lamps and newest-generation, ultra-efficient electronic ballasts.

The proposed combination of 25-watt T8 lamps and premium electronic ballasts is considered the most energy efficient fluorescent lighting system currently available. The electronic ballasts operate at high frequencies to reduce the power requirements, with no apparent decrease in light level.

Areas where luminaires have been installed end-to-end can be tandem ballasted. Tandem ballasted fixtures contain the ballast in one luminaire, while operating lamps in one or more, of the nearby luminaires. In addition to lamp and ballast replacement, lenses shall be cleaned and any broken lamp holders shall be replaced. These retrofits will reduce the energy consumption of the luminaires while maintaining appropriate light levels and improving uniformity.

Maintenance savings will be achieved by replacing all of the existing, older lamps and ballasts which are nearing or at the end of their expected life ratings. The new lamps and electronic ballasts have minimum life ratings of 30,000 and 50,000 hours. They are guaranteed by the manufacturers for 3 years (lamps) and 5 years (ballasts).

Reflector Kits - De-lamp with reflector. New lamps and ballasts.

Several of the City of Arlington facilities utilize recessed luminaires that contain linear fluorescent 34-watt T12 lamps with magnetic ballasts or 32-watt T8 lamps with electronic ballasts. The most common recessed luminaires contain three or four standard, 4-foot lamps. This ECM considers retrofitting existing Troffer fixtures with specular reflectors, two 25-watt T8 lamps, and one electronic ballast. This retrofit will reduce the energy consumption of these luminaires, while maintaining the appropriate light level and quality.

The lighting industry has seen advances in the field of light reflection, including improvements in the use of specular reflectors. With the specular reflector retrofit kit, up to half of the lamps and ballasts can be removed while maintaining the appropriate light level on the working surface.

Each specular reflector is custom designed using sophisticated optical engineering and computer aided design. The reflector is bent at optimum angles for each fixture type. The enhanced aluminum material optimizes reflectivity and overall performance. The reflector produces uniform lighting that is comfortable and aesthetically pleasing without changing the appearance of existing fixtures. Use of this reflector causes nearly 100% of the light energy within a fixture to be transmitted as usable light. Due to the reflector's geometric design, the retrofitted fixture will distribute light evenly while reducing glare.

In addition to energy savings, this lighting ECM also creates maintenance savings. The proposed new T8 lamps and electronic ballasts will replace the existing lamps and ballasts. The new lamps and electronic ballasts have expected lives of 30,000 and 50,000 hours, respectively. They are guaranteed by the manufacturer for 3 years (lamps) and 5 years (ballasts).

Screw-in LED Lamps - Replace incandescent or screw-in compact fluorescents.

The City of Arlington currently utilizes incandescent, halogen, or compact fluorescent lighting in various areas of nearly all facilities surveyed. This facility improvement opportunity proposes retrofitting the existing fixtures with new screw-in LED lamps.

The proposed LED lamps are designed to replace existing lamps without fixture modification by using the same screw-in base type as the existing lamps. The LEDs use a fraction of the amount of energy as the incandescent, halogen or even compact fluorescent lamps while maintaining adequate light levels. The new LEDs will provide uniformity of lighting color temperature throughout the City's facilities.

Existing incandescent or halogen lamps life ratings are approximately 1,500 hours up to 2,500 hours. Screw-in Compact Fluorescent lamps typically have a life expectancy of 5,000 to 8,000 hours. The screw-in LED lamps' L70 life ratings are generally 25,000 hours and carry a 5 year warranty. Maintenance savings will be generated due to less lamp replacements.

HID to LED Screw-in Lamps - Hardwire existing lamp socket, by-pass existing ballast.

The City of Arlington utilizes high intensity discharge (HID) light fixtures to illuminate interior common areas in some of the facilities surveyed. This scope recommends retrofitting the existing fixture with a new screw-in LED lamp.

The HID lamps provide desirable qualities such as 80 – 100 lumens per watt, higher light levels with less wattage, and a lamp life of 15,000-20,000 hours. However, most HID lamps begin to degrade rapidly at 12,000-15,000 hours. A typical HID lamp has a high lumen depreciation of 40 % and a re-strike period of approximately 10 to 15 minutes.

LEDs bring several advantages including high efficiency, durability, and superior life expectancy over other light sources. This translates into energy savings and maintenance savings including an overall reduction in cost of ownership over the product's lifetime. The average rated life expectancy of a screw-in LED lamp is currently 25,000 hours or longer. Unlike conventional lamps, which completely fail or extinguish at the end of their life, an LED light source failure is considered the point in time when it has lost 30% of its initial lumen output. This is referred to as the L70 life rating.

The implementation of this ECM will provide substantial energy and maintenance savings. The LEDs use a fraction of the energy as compared to a higher wattage HID while maintaining appropriate light levels. A longer LED lamp life will generate maintenance savings by contributing to fewer replacements of existing HID lamps and ballasts. LED fixtures also have an environmental advantage since they contain no mercury and are made from fully recyclable materials.

Fluorescent to LED

Some of the fire stations currently utilizes compact fluorescent in predominately office, and lobbies. This facility improvement opportunity proposes retrofitting the lamps in those luminaires with new light emitting diode (LED) lamps.

Light Emitting Diode (LED) lamps are significantly more efficient. They typically have an efficacy of 45 to 70 lumens per watt, similar to compact fluorescent lamps, and have an average rated lamp life of 50,000 hours. That is 50 times longer than incandescent lamps and 5 times longer than compact fluorescent lamps. Long lamp life results in reduced maintenance costs

associated with lamp replacements. The more efficient LED lamp can provide the same light levels as higher wattage incandescent lamps, without sacrificing lighting quality.

Based on size, use, and hours of operation, Opterra is recommending replacing fluorescent lamps with LED lamps.

These LEDs have a higher color-rendering index (CRI) than the lamps they will be replacing, and the typical lamp life ranges from 50,000 to 100,000 hours. The proposed LEDs have an integral driver therefore do not require a separate driver or ballast. The LEDs use a fraction of the amount of energy as a higher wattage compact fluorescent lamp while providing light levels of the same intensity.

LED lamps are generally a more efficient light source with the typical efficacy of 60 to 100 lumens per watt and have an average rated lamp life of 50,000 to 100,000 hours. Long lamp life in reduced maintenance costs associated with lamp replacements.

New LED Exit Signs – Incandescent Exit Signs to LED.

This ECM intends to replace all incandescent exit signs with new light emitting diode (LED) exit fixtures and battery backups.

The incandescent sources are the least efficient technology on the market. Only 10% of the total input power emerges as visible light in an incandescent lamp. The typical lamp life of an incandescent exit light bulb ranges from 2,000 to 3,000 hours, with an efficacy light source rating of 20 lumens per watt.

LED fixtures meet or exceed standards for exit lighting levels, while using less than 5 watts. These LED exit fixtures have a five-year warranty and a twenty-five year projected life. This will reduce nearly all maintenance labor and material costs associated with replacing bulbs.

ECM Number: L1b**ECM Title: Exterior Lighting Retrofits****ECM Description:**

This Energy Conservation Measure (ECM) recommends retrofitting or replacing existing exterior light fixtures with new energy efficient LED light fixtures or lamps. Rapid advances in LED technology have made it possible to meet or exceed the recommended light levels for virtually any exterior lighting application. Long run times and decreased costs make LED a viable alternative to HID technology for all exterior general illumination. The specific retrofits/replacements described below will use the most energy efficient lighting products currently available. This work was evaluated for all of the facilities in the scope of the project, however, not every facility is included. Table 2-1a included at the end of the L1b ECM description provides a summary of the retrofits to be installed at each facility. Appendix A identifies existing lighting systems per area for each building.

New LED Luminaires - HID to LED one-for-one fixture replacement.

The City of Arlington utilizes high intensity discharge (HID) light fixtures to illuminate building exterior walkways, and parking areas at nearly all the facilities surveyed. These exterior fixtures primarily use standard High Pressure Sodium (HPS) or Metal Halide (MH) lamps. This scope recommends installing new, more energy efficient LED fixture heads on the existing light fixture poles for the parking and walkway fixtures and new LED wall packs or floodlights for wall or ground-mounted fixtures.

The high intensity discharge (HID) lamps provide desirable qualities such as 80 – 100 lumens per watt, higher light levels with less wattage, and a lamp life of 15,000-20,000 hours. However, most HID lamps begin to degrade rapidly at 12,000-15,000 hours. A typical HID lamp has a high lumen depreciation of 40 % and a re-strike period of approximately 10 to 15 minutes.

The implementation of this ECM will provide substantial energy and maintenance savings. The LEDs use a fraction of the energy as compared to a higher wattage HID while maintaining appropriate light levels for egress, safety, and security. A longer LED lamp life will generate maintenance savings by contributing to fewer replacements of existing HID lamps and ballasts.

HID to LED Screw-in Lamps - Hardwire existing lamp socket, by-pass existing ballast.

The City of Arlington utilizes high intensity discharge (HID) light fixtures to illuminate walkways and building egress areas at the facilities surveyed. This scope recommends retrofitting the existing fixtures with new screw-in LED lamps.

LEDs bring several advantages including high efficiency, durability, and superior life expectancy over other light sources. This translates into energy savings and maintenance savings including an overall reduction in cost of ownership over the product's lifetime. The average rated life expectancy of a screw-in LED lamp is currently 25,000 hours or longer. Unlike conventional lamps, which completely fail or extinguish at the end of their life, an LED light source failure is considered the point in time when it has lost 30% of its initial lumen output. This is referred to as the L70 life rating.

The implementation of this ECM will provide substantial energy and maintenance savings. The LEDs use a fraction of the energy as compared to a higher wattage HID while maintaining appropriate light levels. A longer LED lamp life will generate maintenance savings by contributing to fewer replacements of existing HID lamps and ballasts. LED fixtures also have an environmental advantage since they contain no mercury and are made from fully recyclable materials.

Screw-in LED Lamps - Replace incandescent or screw-in compact fluorescents.

The City of Arlington currently utilizes incandescent, halogen, or compact fluorescent lighting in various outdoor areas of several facilities surveyed. This facility improvement opportunity proposes retrofitting the existing fixtures with new screw-in LED lamps.

The proposed LED lamps are designed to replace existing lamps without fixture modification by using the same screw-in base type as the existing lamps. The LEDs use a fraction of the amount of energy as the incandescent, halogen or even compact fluorescent lamps while maintaining adequate light levels. The new LEDs will provide uniformity of lighting color temperature throughout the City's facilities.

Existing incandescent or halogen lamps life ratings are approximately 1,500 hours up to 2,500 hours. Screw-in Compact Fluorescent lamps typically have a life expectancy of 5,000 to 8,000 hours. The screw-in LED lamps' L70 life ratings are generally 25,000 hours and carry a 5 year warranty. Maintenance savings will be generated due to less lamp replacements.

**Table 2-1a
City of Arlington - L1 - Lighting Energy Conservation Measures (ECMs)**

	Handitrans Offices	John Kubala WTP	Lake Arlington Branch Library	Maintenance Facility	Northeast Branch Library	Police Auxiliary Bldg	Southwest Branch Library	Station #02	Station #03	Station #04	Station #06	Station #07/APD Substation	Station #08	Station #09	Station #10	Station #11	Station #12	Station #13	Station #14	Station #15	Station #16	Woodland West Library
L1a - Interior Lighting Retrofits																						
Replace Lamps and Ballasts	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Reflector Kits	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Screw-in LED Lamps	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
HID to LED Screw-in Lamps											●					●				●		
Fluorescent to HID																					●	
New LED Exit Signs																						
L1b - Exterior Lighting Retrofits																						
Cobraheads												●										
Floodlights		●		●		●	●		●	●		●			●	●	●			●	●	
High Mast				●																		
Shoebox																						
Wallpacks	●	●	●	●		●		●	●	●		●	●	●	●	●	●	●	●	●	●	●
HID to LED Screw-in Lamps		●	●																		●	●
Screw-in LED Lamps		●	●						●		●	●			●	●		●		●	●	●

● Included in Recommended Package

¹ Additional exterior lighting retrofits to be completed at Animal Services Center, APD Training Center, Convention Center, Dottie Lynn Rec Ce Fleet/Traffic Engineering, Pierce Burch WTP, Harold Patterson Park and Randol Mill Park - Refer to Appendix A for additional information.

ECM Number: C1

ECM Title: BAS Installation/Upgrades

ECM Description:

The purpose of HVAC equipment is to maintain interior building spaces at comfortable temperature and humidity levels, for both occupants and equipment, as well as to provide sufficient ventilation and filtration to maintain acceptable indoor air quality. In a number of buildings, there is no need for the HVAC system to operate when the building is unoccupied. The single most effective energy conservation measure is to simply turn equipment off when it is not needed.

Building Automation Systems (BAS) allow building and facility managers to schedule building equipment according to the occupancy hours of the building, as well as to determine the temperature setpoints of each area. In addition to turning off unnecessary equipment, another major method to reduce energy is to determine proper temperature setpoints for building spaces. In addition to confirming occupancy scheduling for equipment, the BAS should be programmed to ensure the appropriate control strategies are implemented.

There are many benefits from installing a BAS such as:

- Facility operators can manage all the HVAC equipment from a central location, or from remote locations, in a web-based application.
- Facility operators can establish standardized energy policies and have the ability to enforce them.
- Facility operators and staff can remotely diagnose problems, thereby reducing maintenance costs.
- Facility operators can drill down and control each individual zone or office.
- With most systems, changes to control parameters can be reviewed to make sure maintenance personnel are making energy-wise decisions.

BAS features, existing conditions, and IT department assistance during installation are described as follows:

BAS Features:

- All hardware and software will communicate with the new “Front End” PC installed under the Phase I project.
- Front End software provides a Graphical User Interface (GUI) with interactive digitized site floor plans to provide the operator with user-friendly interaction.
- OpTerra ES will commission the installed BAS with coordination between the controls contractor and facilities personnel. Commissioning provides OpTerra ES and the City written verification that the BAS operates as intended.

Existing Conditions and IT Department Assistance:

- Unless stated otherwise, existing dampers and valves are assumed to be functional. If the dampers or valves are non-functional, any repairs required to make these devices functional will be the responsibility of the City.
- Unless stated otherwise, it is assumed that all AHU fire/smoke detectors and associated alarms are currently functional. Any repairs required to make these devices functional will be the responsibility of the City.

The HVAC equipment will be scheduled according to the occupancy schedule of the spaces, as listed in the Standards of Control located in Attachment G. It is imperative that the City verify that the BAS schedules match the contract schedules at least once a year. Failing to maintain these schedules will result in the loss of energy savings. The schedules will be adjustable from the front-end computer. The Standards of Control is intended to accommodate areas that require 24 hour per day operation. In order to achieve calculated savings, City personnel must notify OpTerra ES prior to contract agreement if modifications to the Standards of Control are required. After the contract is in place, a procedure for making long-term changes to schedules or temperature setpoints will be established.

During the commissioning process, maintenance personnel are invited to participate and gain hands-on system training.

Networked Programmable Thermostat Installation

The City of Arlington has a significant number of facilities that utilize split systems or packaged units to provide heating and cooling. Many of these systems are currently controlled by standard and programmable thermostats that allow the units to continue running in the occupied mode, even when areas are unoccupied.

This represents a significant energy savings opportunity, as the temperatures in these facilities could be setback whenever they are unoccupied. It would be costly to install full DDC controls in these facilities and standard programmable thermostats require a significant amount of maintenance labor to ensure they are working and programmed correctly. Networked programmable thermostats can provide the City that ability while keeping maintenance costs to a minimum.

Networkable programmable thermostats that are connected to a BAS will allow centralized, full scheduling control to the connected facilities. Each existing thermostat will be replaced with a new networkable thermostat, which will communicate with a front-end computer. The thermostat will control its respective equipment similar to a standard thermostat. However, operation and setback schedules for all thermostats will be able to be programmed or changed from one central location. Representative floor plans will be shown on the front end graphics

to identify unit and thermostat locations. The City can allow users as much or as little control as desired. Equipment included in this ECM is shown in the following table.

City Information Technology (IT) department will provide communication over their existing Ethernet system and installing Ethernet connections (LAN drops) for each building.

Equipment Summary Table				
Tag	Manufacturer	Model	Cooling Coil Type	Heating Coil Type
Handitran Offices				
AHU-1	Carrier	58ED125160LA	DX	NG
AHU-2	Carrier	58ED015160AA	DX	NG
AHU-3	Carrier	58ED075160HA	DX	NG
AHU-4	Carrier	58ED075160HA	DX	NG
Lake Arlington Branch Library				
RTU-1	Trane	YSD180F3RLA030	DX	NG
RTU-2	ICP	PGB060E1HC	DX	NG
RTU-3	Trane	YSC102F3ELA060	DX	NG
RTU-4	Carrier	48TJD012	DX	NG
RTU-5	Carrier	48TCDd09A2A5	DX	NG
Northeast Branch Library				
AHU-1	Trane	TWE060A300BB	DX	HW
AHU-2	Trane	TWE090A300BB	DX	HW
AHU-3	Trane	TWE180B400BC	DX	HW
AHU-4	Trane	TWE180B400BC	DX	HW
Southwest Branch Library				
AHU-1	Trane	TWE120A300EL	DX	ELEC
AHU-2	Trane	TWE180B300EL	DX	ELEC
AHU-3	Trane	TWE180B300EL	DX	ELEC
AHU-4	Trane	TWE240B300EL	DX	ELEC
Woodland West Library				
RTU-1	Carrier	50TJ-006---501BA	DX	ELEC
RTU-2	Carrier	50TJ-006---501BA	DX	ELEC
RTU-3	Carrier	50TJ-006---501BA	DX	ELEC
RTU-4	Carrier	48TJD006---501BA	DX	NG

ECM Number: E1

ECM Title: Install Power Factor Correction

ECM Description:

Analyzing the utility bills has shown there are charges for low power factor on several meters.

At 100% power factor (PF), the kW consumed at a facility is equal to the product of kilovolts multiplied by Amps (kVA). However, AC motors have a property known as inductance, which creates a second power component known as reactive power (kVAR). Therefore, the total power drawn from the power company (kVA) consists of useful power (kW) and reactive power (kVAR). Power factor is the ratio of kW to kVA. As the reactive kVAR increases, the power factor decreases. The lower the power factor, the higher the kVA required for the same amount of useful working power, kW. Utility companies normally charge customers for kW and kWh — not kVA and kVAR, and incorporate a penalty for power factors below 95%. Oncor, the TDSP serving the City of Arlington, charges customers for kW and kWh, and induces a penalty for any power factor under 95%.

This ECM concerns installing power factor correction capacitors to increase the power factor and dramatically reduce extra utility charges due to low power factor. The following electric accounts are candidates for this ECM:

- Green Oaks Pump Station – ESI ID# 10443720001984575, last 12 months of available data has an average power factor of 85.2%.
- John Kubala Water Treatment Plant – 4160V – ESI ID# 10443720001984358, last 12 months of available data has an average power factor of 83.1%. The capacitor bank will be equipped with harmonic filters.
- John Kubala Water Treatment Plant – 480V – ESI ID# 10443720007205964, last 12 months of available data has an average power factor of 88.0%.
- Lake Arlington Dam Pump Station – ESI ID# 10443720001983986, last 12 months of available data has an average power factor of 83.9%. The capacitor bank will be designed for a future reactor (by others) to allow “detuning” the capacitor bank if VFD’s, softstarters, or other non-linear devices be added to the plant after the installation is complete.
- Pierce Burch Water Treatment Plant – Ozone Building – ESI ID# 10443720006416673, last 12 months of available data has an average power factor of 90.7%.

Power factor correction/improvement will be implemented by installing power factor correcting capacitors at a central power distribution panel. The capacitors create a capacitive load, which has the opposite effect of the reactive load. The net result is reduced reactive power (kVAR), reduced kVA, and increased power factor.

ECM Number: E2

ECM Title: Install VFD on Pool Circulation Pumps

ECM Description:

The pools at Allen Bolden and Bad Konigshofen Family Aquatic Center each have main circulation pumps that circulate water from the pools, through the pool filters and back into the pool. Both pools are open from Memorial Day to Labor Day; however, the pools cannot be drained in the off-season due to the soil conditions. If the pools were drained, the pool structure may be cracked/damaged by the soil movement, therefore; the constant speed circulation pumps operate continuously year round.

Electrical energy can be saved by installing a variable frequency drive (VFD) to reduce the volume of water circulated during the off-season period of Labor Day to Memorial Day when the pool is full but unoccupied. Energy used by a variable speed drive powered electric motor varies at approximately the cube of the flow (gpm).

This ECM concerns installing VFDs rated for pool installations on the existing circulation pumps at Bad Konigshofen and Allen Bolden. This will allow the flow to be reduced during the unoccupied season. The following pumps are included in the scope of work; the existing motors will remain for reuse.

Equipment Summary Table					
Tag	Motor Specified Data				
	RPM	HP	Volts	Amps	Phase
Allen Bolden					
Main Circulation Pump	1760	30	230/460	72/36	3
Bad Konigshofen					
PP1 Circulation Pump	1185	25	230/460	59/29.4	3

ECM Number: M4

ECM Title: Replace RTUs

ECM Description:

Many of the facilities throughout the City utilize DX packaged units with natural gas or electric strips to provide heating and cooling to the occupied portions of the building. Several of these sites have rooftop units that are old, nearing the end of their useful life and are in need of replacement. ASHRAE indicates the average useful life of packaged rooftop units to be approximately 15 years. This means that one-half of the rooftop units have been replaced by the time they have been in service for 15 years.

This ECM concerns replacing the existing South Water Operations rooftop unit in the table below with a new unit having a higher energy efficiency ratio (EER). Replacing the rooftop unit will reduce energy and operational costs. Maintenance costs on equipment increase with age and generally become more significant as they approach their average useful life.

The existing packaged unit included in this scope of work at South Water Operations shall be removed and replaced with new. The new unit shall be equipped with a VFD to modulate the supply airflow. The existing condensate piping, supply and return ductwork and electrical connections shall be re-used while a new electrical disconnect will be installed. The new unit will be installed on a new adaptor curb.

Rooftop Unit Replacement Schedule - Existing Equipment							
Tag	Manufacturer	Model	Cooling Coil		Heating Coil		Electrical Data (Volts/Ph)
			Type	Nominal Capacity (Tons)	Type	Input Capacity (Btu/Hr)	
South Water Operations							
RTU-1	Carrier	No Nameplate	DX	60	N/A	N/A	460/3

ECM Number: M5

ECM Title: Replace AHUs

ECM Description:

The split-system air handling units serving the elevator lobby/stairwell at Ott Cribbs Public Safety Center are approaching the end of their useful life. ASHRAE indicates the average useful life of split-systems to be approximately 15 years. This means that one-half of the split systems have been replaced by the time they have been in service for 15 years. Split systems which exceed the average useful life are normally well maintained, installed in accordance with good practices, and not subjected to excessive operating stresses.

This ECM concerns replacing the existing split systems in the table below with new units having a higher energy efficiency ratio (EER). Replacing the split systems will reduce energy and operational costs. Maintenance costs on equipment increase with age and generally become more significant as they approach their average useful life.

The existing split systems at the Ott Cribbs Public Safety Center will be replaced with systems with similar capacity and will utilize environmentally friendly refrigerant. The indoor units will be replaced with new. Float switches will be installed on the drain pan to disable the units should the drain pan become clogged. The existing return and supply air ducts will be reused. The existing refrigerant piping and electrical will also be reused.

Split-system Replacement Schedule - Ott Cribbs Existing Equipment							
Indoor Unit				Condensing Unit			
AHU Tag	Manufacturer	Heating Capacity (kW)	Electrical Data (Volts/Ph)	CU Tag	Manufacturer/ Model	Nominal Capacity (Tons)	Electrical Data (Volts/Ph)
SH-B	Trane	5.0	208/1	SH-B	Trane/TTR018D100A2	1.5	208/1
SH-1	Trane	5.0	208/1	SH-1	Trane/BTD718A100B0	1.5	208/1
SH-2	Trane	5.0	208/1	SH-2	Trane/BTD718A100B0	1.5	208/1
SH-3	Trane	5.0	208/1	SH-3	Trane/BTD718A100B0	1.5	208/1
CC-B	Trane	1.0	208/1	CC-B	Trane/BTD712A100A0	1	208/1

ECM No.: W1

ECM Title: Domestic Water Retrofit

ECM Description:

This ECM concerns the retrofit and installation of new low flow consumption flush valves, toilets, and faucet aerators throughout the City facilities.

The Federal government established the Energy Policy Act of 1992 (EPAAct), a national policy that required by 1997 that all new water closets to use no more than 1.6 gallons of water per flush and 1.0 gallon per flush for urinals. Since that time, water closet manufacturers have redesigned their china to effectively complete the flush process with 1.6 gallons or less.

The following sections describe the specific domestic water retrofits. Table 2-1b included at the end of the ECM description provides a summary of the retrofits to be installed at each facility. Quantities for each retrofit type per building can be found in the Domestic Water Retrofit Summary in Appendix B.

Toilets

This ECM includes replacement of the older, less efficient flush valve toilets with new 1.6 gallon per flush toilets. The scope of work provides for the removal and disposal of these existing older toilets and replacement with new china; new retrofit kits will be installed in the existing valve body. In many instances, this measure will result in a savings per flush of 55%. In addition, several existing tank toilets will be replaced with new 1.28 gallon per flush tank toilets.

Urinals

The existing urinals identified will allow for the retrofit of the existing flush valves such that the water consumption is reduced to 1.0 gallon per flush, while still providing for adequate cleansing of the china.

Faucets

Many of the current restroom and hand washing sinks are consuming between 2.0 and 2.5 gallons per minute. Included in this ECM is installation of 0.5 and 1.5 gallon per minute spray type, pressure compensating moderators for higher consumption faucets. These moderators regulate the flow rate between water pressures of 20 psi to 80 psi. These moderators provide adequate water flow to complete the tasks performed in these sinks and deliver an average 75% savings over the existing aerators. Reducing the flow of the aerators may increase the time required to get hot water at the fixture

Showers

Showerheads typically consume an average of 2.5 gallons per minute. Installation of new low flow showerheads can reduce the water consumption to 1.5 gallons per minute, a savings of 40%. Because approximately 50% to 70% of all water used in showers is heated, this ECM also provides electricity or natural gas saving by reducing the demand on the water heaters. This ECM included the installation of a new 1.5 gpm showerheads and new 1.5 gpm hand-wand showerheads for existing ADA showers.

Ice Machine Heat Exchangers

Air-cooled ice machines produce ice in much the same way as air conditioners cool air. Tap water is brought into the ice machine and is then cooled through direct expansion until it freezes, and the resulting ice is then deposited to the bin. The process is repeated until the bin is full. The efficiency of the ice machine is dependent on the temperature of the incoming tap water and the temperature of the adjacent air, as well as the mechanical components.

Before and after each ice making cycle, near freezing water is generally purged from the ice machine to the drain. Installation of a heat exchanger will allow this near freezing water to cool the incoming tap water, increasing the overall efficiency of the system. Other benefits include reduced cycle time and increased capacity. The heat exchangers are also maintenance free.

**ATTACHMENT E
PROJECT SCHEDULE (Phase II)**

OpTerra ES to present detailed project schedule to Customer: 10 days after NTP

Final Completion: 9 months after NTP

**ATTACHMENT F
PROGRESS PAYMENT SCHEDULE (Phase II)**

Mobilization Fee	\$503,517
<u>Remaining Implementation Cost</u>	<u>\$2,853,253</u>
Contract Amount	\$3,356,770

The fee for the Program Development Assessment plus a mobilization fee will be invoiced to the Customer upon both parties signing the Energy Services Contract and due and payable as detailed in Contract Attachment A.

Estimated monthly payments are shown in the table below for illustrative purposes only. Actual invoicing and payments will be made on a percent of construction completion basis.

Estimated Payment Schedule

<u>Month</u>	<u>Invoice Amount</u>
November 2015	\$503,517
December	\$359,654
January 2016	\$359,654
February	\$359,654
March	\$359,654
April	\$359,654
May	\$359,654
June	\$359,654
July	\$335,675

Annual Guarantee Fee

First Year Guarantee Fee (Phase 1)	\$37,524
<u>First Year Guarantee Fee (Phase 2)</u>	<u>\$0</u>
Total Annual Guarantee Fee	\$37,524

The Guarantee fee shall be increased annually at the rate of three percent (3%) of the previous year's fee, with the first such increase to be twelve months after the M&V Commencement Date.

The Annual Guarantee Fee of this Contract shall begin on the M&V Commencement Date and shall continue in effect for a minimum of three (3) years.

ATTACHMENT G STANDARDS OF OCCUPANCY & CONTROL (Phase II)

The following standards are a guideline used to evaluate the energy conservation measures in this program. It is understood that existing and installed equipment may not allow for exact times and temperatures to be met, but every effort will be made to meet the below standards as closely as the equipment allows.

Appendix-C Standards of Control														
Building	Area	Existing Operating Schedule	Existing Space Temperature				Control Method	New Operating Schedule	New Space Temperatures				Control Method	
			Heating		Cooling				Heating		Cooling			
			Occ	Unocc	Occ	Unocc			Occ	Unocc	Occ	Unocc		
HANDITRAN OFFICE														
AHU-1	Office	Mon - Fri: 0530 - 2300; Sat: 0600 - 2200; Sun: Closed	70	70	72	72	Local	Mon - Fri: 0530 - 2300; Sat: 0600 - 2200; Sun: Closed	70	55	74	80	BAS	
AHU-2	Conference Room, Driver's Area, Dispatch	Mon - Fri: 0530 - 2300; Sat: 0600 - 2200; Sun: Closed	70	70	74	74	Local	Mon - Fri: 0530 - 2300; Sat: 0600 - 2200; Sun: Closed	70	55	74	80	BAS	
AHU-3	Archives	Mon - Fri: 0530 - 2300; Sat: 0600 - 2200; Sun: Closed	70	70	76	76	Local	Mon - Fri: 0530 - 2300; Sat: 0600 - 2200; Sun: Closed	70	55	74	76	BAS	
AHU-4	Office, Lobby, Break Room	Mon - Fri: 0530 - 2300; Sat: 0600 - 2200; Sun: Closed	70	70	72	72	Local	Mon - Fri: 0530 - 2300; Sat: 0600 - 2200; Sun: Closed	70	55	74	80	BAS	
LAKE ARLINGTON BRANCH LIBRARY														
RTU-1	Front Commons	Mon - Thu: 0900 - 2000, Fri - Sat: 0830 - 1715, Sun: Closed	70	70	75	75	Local	Mon - Thu: 0900 - 2000, Fri - Sat: 0830 - 1715, Sun: Closed	70	55	74	80	BAS	
RTU-2	Back Commons	Mon - Thu: 0900 - 2000, Fri - Sat: 0830 - 1715, Sun: Closed	70	70	75	75	Local	Mon - Thu: 0900 - 2000, Fri - Sat: 0830 - 1715, Sun: Closed	70	55	74	80	BAS	
RTU-3	Hall	Mon - Thu: 0900 - 2000, Fri - Sat: 0830 - 1715, Sun: Closed	70	70	73	75	Local	Mon - Thu: 0900 - 2000, Fri - Sat: 0830 - 1715, Sun: Closed	70	55	74	80	BAS	
RTU-4	Service Desk	Mon - Thu: 0900 - 2000, Fri - Sat: 0830 - 1715, Sun: Closed	70	70	73	75	Local	Mon - Thu: 0900 - 2000, Fri - Sat: 0830 - 1715, Sun: Closed	70	55	74	80	BAS	
RTU-5	Back Room	Mon - Thu: 0900 - 2000, Fri - Sat: 0830 - 1715, Sun: Closed	70	70	70	70	Local	Mon - Thu: 0900 - 2000, Fri - Sat: 0830 - 1715, Sun: Closed	70	55	74	80	BAS	
NORTHEAST BRANCH LIBRARY														
AHU-1	Back Room	Mon - Thu: 0900 - 2000, Fri - Sat: 0830 - 1715, Sun: Closed	70	70	70	70	BAS	Mon - Thu: 0900 - 2000, Fri - Sat: 0830 - 1715, Sun: Closed	70	55	74	80	BAS	
AHU-2	Left Commons	Mon - Thu: 0900 - 2000, Fri - Sat: 0830 - 1715, Sun: Closed	70	70	68	68	BAS	Mon - Thu: 0900 - 2000, Fri - Sat: 0830 - 1715, Sun: Closed	70	55	74	80	BAS	
AHU-3	Right Commons	Mon - Thu: 0900 - 2000, Fri - Sat: 0830 - 1715, Sun: Closed	70	70	68	68	BAS	Mon - Thu: 0900 - 2000, Fri - Sat: 0830 - 1715, Sun: Closed	70	55	74	80	BAS	
AHU-4	Activity Room	Mon - Thu: 0900 - 2000, Fri - Sat: 0830 - 1715, Sun: Closed	70	70	68	68	BAS	Mon - Thu: 0900 - 2000, Fri - Sat: 0830 - 1715, Sun: Closed	70	55	74	80	BAS	
SOUTHWEST BRANCH LIBRARY														
AHU-1	Back Room	Mon - Thu: 0900 - 2000, Fri - Sat: 0830 - 1715, Sun: Closed	68	65	75	81	Local	Mon - Thu: 0900 - 2000, Fri - Sat: 0830 - 1715, Sun: Closed	68	55	74	80	BAS	
AHU-2	Left Commons	Mon - Thu: 0900 - 2000, Fri - Sat: 0830 - 1715, Sun: Closed	68	65	74	78	Local	Mon - Thu: 0900 - 2000, Fri - Sat: 0830 - 1715, Sun: Closed	68	55	74	80	BAS	
AHU-3	Right Commons	Mon - Thu: 0900 - 2000, Fri - Sat: 0830 - 1715, Sun: Closed	67	65	72	78	Local	Mon - Thu: 0900 - 2000, Fri - Sat: 0830 - 1715, Sun: Closed	68	55	74	80	BAS	
AHU-4	Activity Room	Mon - Thu: 0900 - 2000, Fri - Sat: 0830 - 1715, Sun: Closed	66	65	75	81	Local	Mon - Thu: 0900 - 2000, Fri - Sat: 0830 - 1715, Sun: Closed	68	55	74	80	BAS	
WOODLAND WEST LIBRARY														
RTU-1	Back Commons	Mon - Thu: 0900 - 2000, Fri - Sat: 0830 - 1715, Sun: Closed	69	69	71	71	Local	Mon - Thu: 0900 - 2000, Fri - Sat: 0830 - 1715, Sun: Closed	68	55	74	80	BAS	
RTU-2	Commons	Mon - Thu: 0900 - 2000, Fri - Sat: 0830 - 1715, Sun: Closed	65	65	70	70	Local	Mon - Thu: 0900 - 2000, Fri - Sat: 0830 - 1715, Sun: Closed	68	55	74	80	BAS	
RTU-3	Lobby/Commons	Mon - Thu: 0900 - 2000, Fri - Sat: 0830 - 1715, Sun: Closed	69	69	72	72	Local	Mon - Thu: 0900 - 2000, Fri - Sat: 0830 - 1715, Sun: Closed	68	55	74	80	BAS	
RTU-4	Back Room	Mon - Thu: 0900 - 2000, Fri - Sat: 0830 - 1715, Sun: Closed	65	69	74	78	Local	Mon - Thu: 0900 - 2000, Fri - Sat: 0830 - 1715, Sun: Closed	68	55	74	80	BAS	

ATTACHMENT H ENERGY MANAGEMENT AND GUARANTEE SERVICES (Phase II)

I. Standard Energy Management Descriptions & Definitions. No changes from original contract.

II. Guaranteed Savings Terms and Conditions. No changes from original contract.

III. Calculation of EC Savings. No changes from original contract.

IV. Savings Measurement & Verification Plan

The following details the methodologies and calculations to be used in determining the Energy Unit Savings under this Amendment for Phase II projects.

<i>ECM(s)</i>	<i>Building(s)</i>	<i>Savings Component</i>	<i>M&V Option</i>
SL1 - LED Street Lighting - Entertainment District KIM Fixture Retrofits	City-wide	kW, kWh	Option A
SL2 - LED Street Lighting - I-30 Overpass STERNBERG Fixture Retrofits			
SL5 - LED Street Lighting - SH 360 Cobraheads & High Mast			
SL6 - LED Street Lighting - Integrated & Metered KIM Fixtures	City-wide	kW, kWh	Stipulated
SL7 - LED Street Lighting - Integrated & Metered Cobrahead Fixtures			
L1a - Interior Lighting Retrofits	Handitran Offices John Kubala WTP Lake Arlington Branch Library Maintenance Facility Northeast Branch Library Police Auxillary Building Southwest Branch Library Station #02 Station #03 Station #04 Station #06 Station #07/APD Substation Station #08 Station #09 Station #10 Station #11 Station #12 Station #13 Station #14 Station #15 Station #16 Woodland West Library	kW, kWh	Option A
L1b - Exterior Lighting Retrofits	Phase-1 - Animal Services Center Phase-1 - APD Training Center Phase-1 - Convention Center Phase-1 - Dottie Lynn Recreation Center Phase-1 - Fleet/Traffic Engineering Phase-1 - Harold Patterson Park Phase-1 - Pierce Burch WTP Phase-1 - Randol Mill Park Handitran Offices John Kubala WTP Lake Arlington Branch Library Maintenance Facility	kWh	Stipulated

<i>ECM(s)</i>	<i>Building(s)</i>	<i>Savings Component</i>	<i>M&V Option</i>
L1b - Exterior Lighting Retrofits (cont.)	Northeast Branch Library Police Auxillary Building Southwest Branch Library Station #02 Station #03 Station #04 Station #06 Station #07/APD Substation Station #08 Station #09 Station #10 Station #11 Station #12 Station #13 Station #14 Station #15 Station #16 Woodland West Library	kWh	Stipulated
C1 - BAS Installation/Upgrades	Handitran Offices Lake Arlington Branch Library Northeast Branch Library Southwest Branch Library	kW, kWh, ccf	Stipulated
E1 - Install Power Factor Correction	Green Oaks Pump Station John Kubala WTP Lake Arlington Dam Pump Station Pierce Burch WTP - Ozone Bldg	kW	Stipulated
E2 - Install VFD on Pool Circulation Pump	Allen Bolden Bad Konigshofen	kWh	Stipulated
M4 - Replace RTUs	South Water Operations	kW, kWh	Stipulated
M5 - Replace AHUs	Ott Cribbs Public Safety Center	kW, kWh	Option C
W1 - Domestic Water Retrofits	Handitran Offices Lake Arlington Branch Library Maintenance Facility Northeast Branch Library Police Auxillary Building Southwest Branch Library Station #02 Station #03 Station #04 Station #06 Station #07/APD Substation Station #08 Station #09 Station #10 Station #11 Station #12 Station #13 Station #15 Station #16 Woodland West Library	kgal, kWh, ccf	Stipulated

1. **M&V Option A:** This option allows for the energy savings to be predicted, measured, and agreed upon between the Customer and OpTerra ES. One time measurements and stipulated parameters are used to quantify savings that are stipulated for the term of the Contract.
 - a. OpTerra ES will supply a one-time report to the Customer detailing the measurements and calculation of savings. If the calculated savings fall short of those expected, OpTerra ES will have the opportunity to remedy the short fall and re-measure and calculate the results. Such work will be done at OpTerra ES' expense and shall not be unreasonably denied by the Customer, as long as such work does not interfere with the Customer's use of the Facilities. These calculated savings will be defined as Energy Unit Savings and will be agreed to occur each year of the Contract. During the Construction Period, the Energy Unit Savings will be calculated by adding the savings measured for the whole months between Substantial Completion or Beneficial Use of the EC Measure and the M&V Commencement Date.
 - b. The Energy Unit Savings generated from the installation of the Lighting ECM's shall be measured and verified using Option A of the International Performance Measurement and Verification Protocol. These saving shall be measured and calculated by the following method:
 1. **SL1,SL2, and SL5 - LED Street Lighting** - Retrofit existing high pressure sodium decorative fixtures with new LED fixtures. Street light retrofits will include a new photo-sensor and wattage label. A comprehensive as-built template provided by Oncor will be used to log the new LED wattage replacement. This will allow Oncor to change each fixture with a Lower Monthly Energy Charge.
 - a. Scope is applicable for 390 roadway fixtures listed on Oncor's street light inventory.
 - Retrofit 207 150w High Pressure Sodium (HPS) Kim fixtures located in the Entertainment District with either 95w or 69w LED retrofit kits.
 - Retrofit 93 150w HPS Sternberg fixtures located above Interstate 70 with 96w LED retrofit kits.
 - Retrofit 33 high mast fixtures from a total of 4,800w (12 fixtures per high mast x 400w per HPS fixture) to 3,000w (6 fixtures per high mast x 500w per LED fixture). Retrofit fixtures will be changed from Oncor tariff to a metered electric account.
 - b. Annual Projected Savings by Fixture Type
 - c. The lower monthly energy charges shown in Table H-2 are considered the Base Energy Rates and are to be increased each Measurement Period on a cumulative basis by three percent (3%) beginning on the first anniversary of the M&V Commencement Date and continuing on the first day of each Measurement Period thereafter.

Table H-2 (Phase II)

ECM	Existing Fixture Type	New Fixture Type	Existing Fixture Quantity	Old TDSP kWh/mo/ fixture	New TDSP kWh/mo/ fixture	Old TDSP Tariff \$/fixture	New TDSP Tariff \$/fixture	Old kWh/ month	New kWh/ month
SL1	150W HPS	95W/69W LED	297	70	40	\$1.53	\$0.92	20,790	11,880
SL2	150W HPS	96W LED	93	70	40	\$1.53	\$0.92	6,510	3,720

ECM	Existing Fixture Type	New Fixture Type	New Fixture Quantity	Old TDSP monthly charges	New TDSP monthly charges	Old REP monthly charges	New REP monthly charges	Annual Savings
SL1	150W HPS	95W/69W LED	297	\$509	\$305	\$1,595	\$911	\$10,658
SL2	150W HPS	96W LED	93	\$160	\$95	\$499	\$285	\$3,338
				\$669	\$400	\$2,094	\$1,197	\$13,996

TDSP Consumption charges: \$0.002644 per kWh
 REP Consumption charges: \$0.076709 per kWh
 TDSP Monthly Charges = (Quantity x Tariff \$/fixture) + (Quantity x kWh/mo/fixture) x TDSP Consumption Charges \$/kWh
 REP Monthly Charges = (Quantity x kWh/mo/fixture) x REP Consumption Charges \$/kWh
 Annual Savings = (Old TDSP/REP Monthly Charges - New TDSP/REP Monthly Charges) x 12 months/year

Table H-2 (Phase II – con't)

ECM	Existing Fixture Type	New Fixture Type	Existing Fixture Quantity	Old TDSP kWh/mo/ fixture	New TDSP kWh/mo/ fixture	Old TDSP Tariff \$/mo/ fixture	New TDSP Metered \$/mo/ fixture	Old kWh/ month	New kWh/ month
SL5	250W HPS	138W LED	260	No Savings					
SL5	400W HPS	185W LED	50	No Savings					
SL5	400W HPS	500W LED	396	160	166.5	\$3.34	\$5.14	63,360	32,967
SL5	400W HPS	500W LED	24	No Savings					

ECM	Existing Fixture Type	New Fixture Type	New Fixture Quantity	Old TDSP Monthly Tariff Charges	New TDSP Monthly Metered Charges	Old REP Monthly Tariff Charges	New REP Monthly Metered Charges	Annual Savings
SL5	250W HPS	138W LED	260	No Savings				
SL5	400W HPS	185W LED	50	No Savings				
SL5	400W HPS	500W LED	198	\$1,490	\$1,128	\$4,860	\$2,514	\$32,494
SL5	400W HPS	500W LED	12	No Savings				

TDSP Tariff Consumption charges: \$0.002644 per kWh

TDSP Metered Consumption average charges: \$0.030830 per kWh

REP Tariff Consumption charges: \$0.076709 per kWh

REP Metered Consumption charges: \$0.076268 per kWh

Old TDSP Monthly Tariff Charges = (Quantity x Tariff \$/fixture) + (Quantity x kWh/mo/fixture) x TDSP Tariff Consumption Charges \$/kWh

New TDSP Monthly Metered Charges = (Quantity x Metered \$/fixture) + Monthly Meter Charge * Quantity of Meters

REP Monthly Charges = (Quantity x kWh/mo/fixture) x REP Consumption Charges \$/kWh

Annual Savings = (Old TDSP/REP Monthly Charges - New TDSP/REP Monthly Charges) x 12 months/year

2. **L1a - Interior Lighting** - The reduction in units of demand (kW) from the installation of the lighting ECM's is to be measured directly using a calibrated true-RMS meter or stipulated based on the following parameters. Existing and to-be-installed fixture types shall be grouped across all buildings, based on the type of fixture (i.e. type of lamp, number of lamps and ballast type) and the assumed wattage. The wattage of all lamps without ballasts (incandescent) as well as exit signs and exterior lighting, shall be stipulated at their rated wattage. Groups of fixtures with ballasts shall be measured in the following manner.
 - a. For groups with greater than 1000 fixtures, eleven (11) or more instantaneous measurements of single fixtures or circuits containing only one type of fixture shall be taken. The average wattage per fixture shall be calculated and be the measured wattage for that fixture type.
 - b. For groups with greater than 500 but less than 1000, seven (7) or more instantaneous measurements of single fixtures or circuits containing only one type of fixture shall be taken. The average wattage per fixture shall be calculated and be the measured wattage for that fixture type.
 - c. For groups with greater than 200 but less than 500, five (5) or more instantaneous measurements of single fixtures or circuits containing only one type of fixture shall be taken. The average wattage per fixture shall be calculated and be the measured wattage for that fixture type.
 - d. For groups with greater than 100 but less than 200, three (3) or more instantaneous measurements of single fixtures or circuits containing only one type of fixture shall be taken. The average wattage per fixture shall be calculated and be the measured wattage for that fixture type.
 - e. For groups with 99 or fewer fixtures no instantaneous measurements shall be taken. These fixtures will have their rated wattage stipulated in the calculations.
 - f. If measurements are not physically possible, the measured wattage shall be stipulated for that group to equal the wattage defined in Table H-3 Existing (Pre) Fixture Quantities and Table H-4 Retrofit (Post) Fixture Quantities, showing the fixture types, quantities, and manufacturer's catalog wattage.
 - g. Table H-5 are the stipulated annual operating hours per room type.

Table H-3 (Phase II)

PRE - Fixture Description	Wattage	Qty	M&V
1L 15w Compact Fluorescent	15	200	5
3L 17w 2' T8 w/SP Elec. Blst.	49.5	110	3
2L 32w T8 w/SP Elec. Blst.	58	414	5
2L 32w T8 U-tubes w/SP Elec. Blst.	59	140	3
2L 34w T12 w/Std Mag. Blst.	72	210	5
3L 32w T8 w/SP Elec. Blst.	85	437	5
4L 32w T8 w/SP Elec. Blst.	112	182	3
4L 34w T12 w/(2) Std Mag. Blsts.	144	400	5
			34

Table H-4 (Phase II)

POST - Fixture Description	Wattage	Qty	M&V
1L 8w LED Screw-in	8	262	5
1L 15w 2' T8 w/LP Elec. Blst.	30	264	5
2L 25w T8 w/LP Elec. Blst.	43	1479	11
4L 25w T8 w/HO Elec. Blst.	96	80	3
			24

Table H-5 (Phase II)

Stipulated Annual Hours ON per Room Type			
Room Type	Annual Hours	Room Type	Annual Hours
Adult Service Area	2,750	Maintenance Shop	2,000
Appratus Bay	2,000	Main Floor @ NE Library	3,750
Back Room @ North East Library	1,250	Mechanical Room	750
Breakroom @ SW Branch Library	3,750	Office	1,000
Children's Learning Center	1,000	Offices @ Police Aux	3,000
Circulation	3,000	Office Areas	1,000
Closet	500	Officers Quarters	2,250
Computer Center	2,750	Open Office	3,000
Conference Rm or Meeting Rm	1,000	Ozone Room	750
Control Room	250	Pantry	500
Corridors	4,500	Pilot Plant	750
Custodial	500	Preschool	2,750
Data Room	750	Rec Room	2,250
Dayroom	3,750	Reception @ Meadowbrook Rec Ctr	4,000
Dayroom Storage @ Fire Station #2	1,250	Restrooms	3,500
Dining	3,000	Seating	1,000
Dispatch	3,000	Server Room	750
Dorm	2,250	Shop	2,000
Electrical Room	750	Showers	2,500
Exit Sign Fixtures	8,760	Showers @ Meadowbrook Rec Ctr	3,500
Feed Room	750	Showers @ Fire Station #4, #7, #9, #11 & #13	3,500
Fitness Rm or Workout Rm	3,250	Stairs or Stairwell	8,760
Garage	2,250	Storage - Custodial	500
Gymnasium	3,500	Storage - Active @ Fire Stations #7 & #15	1,250
Hallways	4,500	Storage Rms - Inactive	500
Intermediate Contact Room	750	Utility Room	750
Janitor @ JK WTP Admin	1,250	Uniform Storage	1,250
Kitchen	3,500	Vestibule	2,500
Lab @ JK WTP Admin	500	West High Service Bldg	750
Laundry	2,000	Weight Room	3,250
Laundry @ Fire Stations #7, #13, #15 & #16	2,500	Work Room Storage	1,250
Living Room	2,250	Work Room	2,000
Lobby or Foyer or Alcove	4,500	Workshop	2,000
Lunch Room	3,000		
Locker Rooms	3,500	Room Types not listed @ Lake Arlington Branch Lib.	3,750
Lounge	3,750	Room Types not listed @ Woodland West Library	3,750

The annual Energy Unit Savings for (kW) and (kWh) for each retrofit shall be calculated by multiplying the demand savings as calculated above by the Annual Hours, where the Annual Hours have been agreed upon and stipulated to by the Customer and are presented below. The annual unit consumption savings (kWh) shall be the sum of the calculated annual unit consumption savings for each retrofit.

Table H-6 (Phase II)

Handitran Offices L1a Interior Lighting Retrofits		
Month	Option A Electric Usage Savings	Option A Electric Demand Savings
	kWh	kW
Jan	877	4.5
Feb	877	4.5
Mar	877	4.5
Apr	877	4.5
May	877	4.5
Jun	877	4.5
Jul	877	4.5
Aug	877	4.5
Sep	877	4.5
Oct	877	4.5
Nov	877	4.5
Dec	877	4.5
Totals	10,524	54

JK WTP L1a Interior Lighting Retrofits		
Month	Option A Electric Usage Savings	Option A Electric Demand Savings
	kWh	kW
Jan	1,501	6.2
Feb	1,501	6.2
Mar	1,501	6.2
Apr	1,501	6.2
May	1,501	6.2
Jun	1,501	6.2
Jul	1,501	6.2
Aug	1,501	6.2
Sep	1,501	6.2
Oct	1,501	6.2
Nov	1,501	6.2
Dec	1,501	6.2
Totals	18,010	74

Lake Arlington Branch Library L1a Interior Lighting Retrofits		
Month	Option A Electric Usage Savings	Option A Electric Demand Savings
	kWh	kW
Jan	2,161	7.2
Feb	2,161	7.2
Mar	2,161	7.2
Apr	2,161	7.2
May	2,161	7.2
Jun	2,161	7.2
Jul	2,161	7.2
Aug	2,161	7.2
Sep	2,161	7.2
Oct	2,161	7.2
Nov	2,161	7.2
Dec	2,161	7.2
Totals	25,926	86

Maintenance Facility L1a Interior Lighting Retrofits		
Month	Option A Electric Usage Savings	Option A Electric Demand Savings
	kWh	kW
Jan	165	0.8
Feb	165	0.8
Mar	165	0.8
Apr	165	0.8
May	165	0.8
Jun	165	0.8
Jul	165	0.8
Aug	165	0.8
Sep	165	0.8
Oct	165	0.8
Nov	165	0.8
Dec	165	0.8
Totals	1,979	10

Northeast Branch Library L1a Interior Lighting Retrofits		
Month	Option A Electric Usage Savings	Option A Electric Demand Savings
	kWh	kW
Jan	1,148	4.2
Feb	1,148	4.2
Mar	1,148	4.2
Apr	1,148	4.2
May	1,148	4.2
Jun	1,148	4.2
Jul	1,148	4.2
Aug	1,148	4.2
Sep	1,148	4.2
Oct	1,148	4.2
Nov	1,148	4.2
Dec	1,148	4.2
Totals	13,773	50

Police Auxiliary Building L1a Interior Lighting Retrofits		
Month	Option A Electric Usage Savings	Option A Electric Demand Savings
	kWh	kW
Jan	140	0.6
Feb	140	0.6
Mar	140	0.6
Apr	140	0.6
May	140	0.6
Jun	140	0.6
Jul	140	0.6
Aug	140	0.6
Sep	140	0.6
Oct	140	0.6
Nov	140	0.6
Dec	140	0.6
Totals	1,680	7

Southwest Branch Library L1a Interior Lighting Retrofits		
Month	Option A Electric Usage Savings	Option A Electric Demand Savings
	kWh	kW
Jan	1,062	5.0
Feb	1,062	5.0
Mar	1,062	5.0
Apr	1,062	5.0
May	1,062	5.0
Jun	1,062	5.0
Jul	1,062	5.0
Aug	1,062	5.0
Sep	1,062	5.0
Oct	1,062	5.0
Nov	1,062	5.0
Dec	1,062	5.0
Totals	12,740	60

Station #2 L1a Interior Lighting Retrofits		
Month	Option A Electric Usage Savings	Option A Electric Demand Savings
	kWh	kW
Jan	1,186	4.5
Feb	1,186	4.5
Mar	1,186	4.5
Apr	1,186	4.5
May	1,186	4.5
Jun	1,186	4.5
Jul	1,186	4.5
Aug	1,186	4.5
Sep	1,186	4.5
Oct	1,186	4.5
Nov	1,186	4.5
Dec	1,186	4.5
Totals	14,228	54

Table H-6 (Phase II con't)

Station #3 L1a Interior Lighting Retrofits		
Month	Option A Electric Usage Savings kWh	Option A Electric Demand Savings kW
Jan	489	2.0
Feb	489	2.0
Mar	489	2.0
Apr	489	2.0
May	489	2.0
Jun	489	2.0
Jul	489	2.0
Aug	489	2.0
Sep	489	2.0
Oct	489	2.0
Nov	489	2.0
Dec	489	2.0
Totals	5,868	24

Station #4 L1a Interior Lighting Retrofits		
Month	Option A Electric Usage Savings kWh	Option A Electric Demand Savings kW
Jan	709	2.4
Feb	709	2.4
Mar	709	2.4
Apr	709	2.4
May	709	2.4
Jun	709	2.4
Jul	709	2.4
Aug	709	2.4
Sep	709	2.4
Oct	709	2.4
Nov	709	2.4
Dec	709	2.4
Totals	8,504	29

Station #6 L1a Interior Lighting Retrofits		
Month	Option A Electric Usage Savings kWh	Option A Electric Demand Savings kW
Jan	877	4.3
Feb	877	4.3
Mar	877	4.3
Apr	877	4.3
May	877	4.3
Jun	877	4.3
Jul	877	4.3
Aug	877	4.3
Sep	877	4.3
Oct	877	4.3
Nov	877	4.3
Dec	877	4.3
Totals	10,526	51

Station #7/APD Substation L1a Interior Lighting Retrofits		
Month	Option A Electric Usage Savings kWh	Option A Electric Demand Savings kW
Jan	779	3.3
Feb	779	3.3
Mar	779	3.3
Apr	779	3.3
May	779	3.3
Jun	779	3.3
Jul	779	3.3
Aug	779	3.3
Sep	779	3.3
Oct	779	3.3
Nov	779	3.3
Dec	779	3.3
Totals	9,351	39

Station #8 L1a Interior Lighting Retrofits		
Month	Option A Electric Usage Savings kWh	Option A Electric Demand Savings kW
Jan	734	3.3
Feb	734	3.3
Mar	734	3.3
Apr	734	3.3
May	734	3.3
Jun	734	3.3
Jul	734	3.3
Aug	734	3.3
Sep	734	3.3
Oct	734	3.3
Nov	734	3.3
Dec	734	3.3
Totals	8,804	40

Station #9 L1a Interior Lighting Retrofits		
Month	Option A Electric Usage Savings kWh	Option A Electric Demand Savings kW
Jan	739	2.6
Feb	739	2.6
Mar	739	2.6
Apr	739	2.6
May	739	2.6
Jun	739	2.6
Jul	739	2.6
Aug	739	2.6
Sep	739	2.6
Oct	739	2.6
Nov	739	2.6
Dec	739	2.6
Totals	8,865	31

Station #10 L1a Interior Lighting Retrofits		
Month	Option A Electric Usage Savings kWh	Option A Electric Demand Savings kW
Jan	328	1.4
Feb	328	1.4
Mar	328	1.4
Apr	328	1.4
May	328	1.4
Jun	328	1.4
Jul	328	1.4
Aug	328	1.4
Sep	328	1.4
Oct	328	1.4
Nov	328	1.4
Dec	328	1.4
Totals	3,937	17

Station #11 L1a Interior Lighting Retrofits		
Month	Option A Electric Usage Savings kWh	Option A Electric Demand Savings kW
Jan	772	3.3
Feb	772	3.3
Mar	772	3.3
Apr	772	3.3
May	772	3.3
Jun	772	3.3
Jul	772	3.3
Aug	772	3.3
Sep	772	3.3
Oct	772	3.3
Nov	772	3.3
Dec	772	3.3
Totals	9,262	39

Station #12 L1a Interior Lighting Retrofits		
Month	Option A Electric Usage Savings kWh	Option A Electric Demand Savings kW
Jan	223	1.1
Feb	223	1.1
Mar	223	1.1
Apr	223	1.1
May	223	1.1
Jun	223	1.1
Jul	223	1.1
Aug	223	1.1
Sep	223	1.1
Oct	223	1.1
Nov	223	1.1
Dec	223	1.1
Totals	2,674	13

Table H-6 (Phase II con't)

Station #13 L1a Interior Lighting Retrofits		
Month	Usage Savings kWh	Demand Savings kW
Jan	714	3.2
Feb	714	3.2
Mar	714	3.2
Apr	714	3.2
May	714	3.2
Jun	714	3.2
Jul	714	3.2
Aug	714	3.2
Sep	714	3.2
Oct	714	3.2
Nov	714	3.2
Dec	714	3.2
Totals	8,563	38

Station #14 L1a Interior Lighting Retrofits		
Month	Usage Savings kWh	Demand Savings kW
Jan	651	2.5
Feb	651	2.5
Mar	651	2.5
Apr	651	2.5
May	651	2.5
Jun	651	2.5
Jul	651	2.5
Aug	651	2.5
Sep	651	2.5
Oct	651	2.5
Nov	651	2.5
Dec	651	2.5
Totals	7,814	30

Station #15 L1a Interior Lighting Retrofits		
Month	Usage Savings kWh	Demand Savings kW
Jan	1,522	6.3
Feb	1,522	6.3
Mar	1,522	6.3
Apr	1,522	6.3
May	1,522	6.3
Jun	1,522	6.3
Jul	1,522	6.3
Aug	1,522	6.3
Sep	1,522	6.3
Oct	1,522	6.3
Nov	1,522	6.3
Dec	1,522	6.3
Totals	18,262	76

Station #16 L1a Interior Lighting Retrofits		
Month	Usage Savings kWh	Demand Savings kW
Jan	974	4.6
Feb	974	4.6
Mar	974	4.6
Apr	974	4.6
May	974	4.6
Jun	974	4.6
Jul	974	4.6
Aug	974	4.6
Sep	974	4.6
Oct	974	4.6
Nov	974	4.6
Dec	974	4.6
Totals	11,692	55

Woodland West Library L1a Interior Lighting Retrofits		
Month	Usage Savings kWh	Demand Savings kW
Jan	2,193	7.6
Feb	2,193	7.6
Mar	2,193	7.6
Apr	2,193	7.6
May	2,193	7.6
Jun	2,193	7.6
Jul	2,193	7.6
Aug	2,193	7.6
Sep	2,193	7.6
Oct	2,193	7.6
Nov	2,193	7.6
Dec	2,193	7.6
Totals	26,315	91

OpTerra ES personnel will conduct all M&V activities. City of Arlington facilities personnel will be invited to observe and participate in all measurement activities.

2. **M&V Option C:** Verification techniques calculate savings by comparing the post-retrofit overall energy use in a building or facility with pre-retrofit energy Baselines. This methodology captures all of the savings under a particular meter, and requires ongoing monitoring of the facilities.

- a. The monthly Energy Unit Savings are calculated by subtracting the monthly post-retrofit consumption from the corresponding monthly Baseline consumption, and presented in ongoing reports. During the Construction Period, Option C Energy Unit Savings will be calculated each month.
- b. The following baselines have been calculated as part of the initial report. These baselines will be updated using all data up to the start of construction and adjusted before the start of the guarantee period (Commencement Date) and throughout the guarantee period if needed in consideration with changes to the facility as noted elsewhere in this agreement. If significant changes (energy consumption increases or decreases) have occurred, then the Baselines may be changed to reflect them. An example of an electric adjustment would be the facility operating the Building Automation System (BAS) significantly longer than what the Standards of Occupancy & Control states.

c. Scope of Work – Calculations:

Energy Unit Savings will be calculated by subtracting the post implementation current month's usage from the Baseline usage for that month. The specific equations for calculating the unit savings are as follows:

$$\text{Baseline Usage} - \text{Current Usage} = \text{Energy Unit Savings}$$

$$\text{Current Usage} = \text{Total units (kWh) from the current post-implementation utility bills or other calibrated measuring device (UtilityVision® Metering)}.$$

Baseline Usage: The pre-Construction Period usage, as detailed below, revised from time-to-time as detailed in this Contract.

1. Electric. Table H-7 for Ott Cribbs is replaced in its entirety with the following:

Table H-7 (Phase I and Phase II)

Ott Cribbs Public Safety Center				
Month	Electric Usage	Electric Usage	Electric Demand	Electric Demand
	Baseline	Projected Savings	Baseline	Projected Savings
	kWh	kWh	kW	kW
Jan	411,210	22,303	786	7
Feb	364,202	22,127	805	7
Mar	389,797	21,282	791	93
Apr	363,174	33,824	815	105
May	407,703	57,682	892	124
Jun	424,397	81,819	924	128
Jul	453,081	97,316	883	132
Aug	455,894	91,113	909	133
Sep	409,562	63,251	725	123
Oct	379,010	21,004	921	113
Nov	379,772	21,473	900	87
Dec	397,949	22,362	811	7
Totals	4,835,751	555,554	10,162	1,058

d. Access Requirements for OpTerra ES

Building Automation System (BAS) – OpTerra ES **requires** viewing access into the BAS for Option C sites of Ott Cribbs. Below are the Standards of Occupancy and Control (SOC) that OpTerra ES expects the City to operate their HVAC equipment. This will be to verify all the HVAC equipment is scheduled per the SOC and does not differ from their existing operation. We will also check occupied and unoccupied set points.

3. **Stipulated Savings:** When the cost, complexity, or uncertainty of savings measurements are high as compared to the projected savings, the Customer and OpTerra ES may agree to stipulate the projected Energy Unit Savings as being achieved, without any measurements being taken.

- a. For the Stipulated Option, the Energy Unit Savings presented below will be agreed to occur each year of the Contract. During the Construction Period, the Energy Unit Savings will be calculated by adding the savings projected for the whole months between Substantial Completion or Beneficial Use of the EC Measure and the M&V Commencement Date.

Table H-8 (Phase II)

Phase 1 Facilities L1b Exterior Lighting Retrofits				
Month	Stipulated Electric Usage Savings kWh	Stipulated Electric Demand Savings kW	Stipulated Natural Gas Usage Savings ccf	Stipulated Water Usage Savings kgal
Jan	1,512			
Feb	1,512			
Mar	1,512			
Apr	1,512			
May	1,512			
Jun	1,512			
Jul	1,512			
Aug	1,512			
Sep	1,512			
Oct	1,512			
Nov	1,512			
Dec	1,512			
Totals	18,139	0	0	0

City Pools E2 Install VFD on Pool Circ Pump - Allen Bolden & BK				
Month	Stipulated Electric Usage Savings kWh	Stipulated Electric Demand Savings kW	Stipulated Natural Gas Usage Savings ccf	Stipulated Water Usage Savings kgal
Jan	16,280			
Feb	14,704			
Mar	16,280			
Apr	15,754			
May	-761			
Jun	-737			
Jul	-761			
Aug	-761			
Sep	15,754			
Oct	16,280			
Nov	15,754			
Dec	16,280			
Totals	124,065	0	0	0

Handitran Offices L1b Exterior Lighting Retrofits W1 Domestic Water Retrofit				
Month	Stipulated Electric Usage Savings kWh	Stipulated Electric Demand Savings kW	Stipulated Natural Gas Usage Savings ccf	Stipulated Water Usage Savings kgal
Jan	1,096		65.9	0.4
Feb	1,031		62.3	0.4
Mar	1,109		51.2	0.4
Apr	1,452		0.4	0.4
May	1,172		0.4	0.4
Jun	803		0.4	0.4
Jul	703		0.4	0.4
Aug	704		0.4	0.4
Sep	962		0.4	0.4
Oct	1,443		0.4	0.4
Nov	1,093		54.2	0.4
Dec	1,115		75.5	0.4
Totals	12,684	0	312	5

JK Water Treatment Plant L1b Exterior Lighting Retrofits E1 Power Factor Correction				
Month	Stipulated Electric Usage Savings kWh	Stipulated Electric Demand Savings kW	Stipulated Natural Gas Usage Savings ccf	Stipulated Water Usage Savings kgal
Jan	6,472	257		
Feb	6,472	221		
Mar	6,472	181		
Apr	6,472	247		
May	6,472	247		
Jun	6,472	247		
Jul	6,472	247		
Aug	6,472	275		
Sep	6,472	184		
Oct	6,472	222		
Nov	6,472	227		
Dec	6,472	233		
Totals	77,662	2,788	0	0

Lake Arlington Branch Library L1b Exterior Lighting Retrofits C1 BAS Installation/Upgrades W1 Domestic Water Retrofit				
Month	Stipulated Electric Usage Savings kWh	Stipulated Electric Demand Savings kW	Stipulated Natural Gas Usage Savings ccf	Stipulated Water Usage Savings kgal
Jan	3,096		94.1	1.4
Feb	2,938		88.8	1.4
Mar	3,128		73.0	1.4
Apr	3,965		0.0	1.4
May	3,283		0.0	1.4
Jun	2,383		0.0	1.4
Jul	2,140		0.0	1.4
Aug	2,143		0.0	1.4
Sep	2,771		0.0	1.4
Oct	3,943		0.0	1.4
Nov	3,090		77.2	1.4
Dec	3,142		107.9	1.4
Totals	36,022	0	441	17

Lake Arlington Dam E1 Power Factor Correction				
Month	Stipulated Electric Usage Savings kWh	Stipulated Electric Demand Savings kW	Stipulated Natural Gas Usage Savings ccf	Stipulated Water Usage Savings kgal
Jan		86		
Feb		68		
Mar		68		
Apr		68		
May		68		
Jun		68		
Jul		85		
Aug		100		
Sep		33		
Oct		33		
Nov		66		
Dec		66		
Totals	0	809	0	0

Table H-8 (Phase II con't)

Maintenance Facility L1b Exterior Lighting Retrofits W1 Domestic Water Retrofit				
Month	Stipulated Electric Usage Savings kWh	Stipulated Electric Demand Savings kW	Stipulated Natural Gas Usage Savings ccf	Stipulated Water Usage Savings kgal
Jan	425			1.0
Feb	425			1.0
Mar	425			1.0
Apr	425			1.0
May	425			1.0
Jun	425			1.0
Jul	425			1.0
Aug	425			1.0
Sep	425			1.0
Oct	425			1.0
Nov	425			1.0
Dec	425			1.0
Totals	5,102	0	0	12

Northeast Branch Library C1 BAS Installation/Upgrades W1 Domestic Water Retrofit				
Month	Stipulated Electric Usage Savings kWh	Stipulated Electric Demand Savings kW	Stipulated Natural Gas Usage Savings ccf	Stipulated Water Usage Savings kgal
Jan	3,378	0	83.5	1.3
Feb	3,102	0	78.8	1.3
Mar	3,433	0	64.7	1.3
Apr	4,890	0	0.0	1.3
May	3,704	0	0.0	1.3
Jun	2,137	0	0.0	1.3
Jul	1,713	0	0.0	1.3
Aug	1,718	0	0.0	1.3
Sep	2,813	0	0.0	1.3
Oct	4,852	0	0.0	1.3
Nov	3,368	0	68.4	1.3
Dec	3,459	0	95.6	1.3
Totals	38,568	0	391	15

Pierce Burch WTP E1 Power Factor Correction				
Month	Stipulated Electric Usage Savings kWh	Stipulated Electric Demand Savings kW	Stipulated Natural Gas Usage Savings ccf	Stipulated Water Usage Savings kgal
Jan		35		
Feb		35		
Mar		35		
Apr		35		
May		35		
Jun		35		
Jul		35		
Aug		44		
Sep		35		
Oct		35		
Nov		35		
Dec		33		
Totals	0	427	0	0

Police Auxiliary Building L1b Exterior Lighting Retrofits W1 Domestic Water Retrofit				
Month	Stipulated Electric Usage Savings kWh	Stipulated Electric Demand Savings kW	Stipulated Natural Gas Usage Savings ccf	Stipulated Water Usage Savings kgal
Jan	420			0.3
Feb	420			0.3
Mar	420			0.3
Apr	420			0.3
May	420			0.3
Jun	420			0.3
Jul	420			0.3
Aug	420			0.3
Sep	420			0.3
Oct	420			0.3
Nov	420			0.3
Dec	420			0.3
Totals	5,044	0	0	3

Southwest Branch Library L1b Exterior Lighting Retrofits C1 BAS Installation/Upgrades W1 Domestic Water Retrofit				
Month	Stipulated Electric Usage Savings kWh	Stipulated Electric Demand Savings kW	Stipulated Natural Gas Usage Savings ccf	Stipulated Water Usage Savings kgal
Jan	2,074			1.9
Feb	2,074			1.9
Mar	2,074			1.9
Apr	2,074			1.9
May	2,074			1.9
Jun	2,074			1.9
Jul	2,074			1.9
Aug	2,074			1.9
Sep	2,074			1.9
Oct	2,074			1.9
Nov	2,074			1.9
Dec	2,074			1.9
Totals	24,893	0	0	23

Table H-8 (Phase II con't)

South Water Operations L1b Exterior Lighting Retrofits				
Month	Stipulated Electric Usage Savings kWh	Stipulated Electric Demand Savings kW	Stipulated Natural Gas Usage Savings ccf	Stipulated Water Usage Savings kgal
Jan	2,255	0		
Feb	2,249	0		
Mar	2,053	19		
Apr	4,716	19		
May	9,719	20		
Jun	14,799	21		
Jul	18,049	21		
Aug	16,739	21		
Sep	10,893	20		
Oct	2,002	19		
Nov	2,100	17		
Dec	2,276	0		
Totals	87,851	178	0	0

Station #2 L1b Exterior Lighting Retrofits W1 Domestic Water Retrofit				
Month	Stipulated Electric Usage Savings kWh	Stipulated Electric Demand Savings kW	Stipulated Natural Gas Usage Savings ccf	Stipulated Water Usage Savings kgal
Jan	339			5.4
Feb	339			5.4
Mar	339			5.4
Apr	339			5.4
May	339			5.4
Jun	339			5.4
Jul	339			5.4
Aug	339			5.4
Sep	339			5.4
Oct	339			5.4
Nov	339			5.4
Dec	339			5.4
Totals	4,064	0	0	65

Station #3 L1b Exterior Lighting Retrofits W1 Domestic Water Retrofit				
Month	Stipulated Electric Usage Savings kWh	Stipulated Electric Demand Savings kW	Stipulated Natural Gas Usage Savings ccf	Stipulated Water Usage Savings kgal
Jan	484		5.6	2.4
Feb	484		5.6	2.4
Mar	484		5.6	2.4
Apr	484		5.6	2.4
May	484		5.6	2.4
Jun	484		5.6	2.4
Jul	484		5.6	2.4
Aug	484		5.6	2.4
Sep	484		5.6	2.4
Oct	484		5.6	2.4
Nov	484		5.6	2.4
Dec	484		5.6	2.4
Totals	5,805	0	67	29

Station #4 L1b Exterior Lighting Retrofits W1 Domestic Water Retrofit				
Month	Stipulated Electric Usage Savings kWh	Stipulated Electric Demand Savings kW	Stipulated Natural Gas Usage Savings ccf	Stipulated Water Usage Savings kgal
Jan	412		6.0	2.6
Feb	412		6.0	2.6
Mar	412		6.0	2.6
Apr	412		6.0	2.6
May	412		6.0	2.6
Jun	412		6.0	2.6
Jul	412		6.0	2.6
Aug	412		6.0	2.6
Sep	412		6.0	2.6
Oct	412		6.0	2.6
Nov	412		6.0	2.6
Dec	412		6.0	2.6
Totals	4,939	0	72	31

Station #6 L1b Exterior Lighting Retrofits W1 Domestic Water Retrofit				
Month	Stipulated Electric Usage Savings kWh	Stipulated Electric Demand Savings kW	Stipulated Natural Gas Usage Savings ccf	Stipulated Water Usage Savings kgal
Jan	124		6.4	2.8
Feb	124		6.4	2.8
Mar	124		6.4	2.8
Apr	124		6.4	2.8
May	124		6.4	2.8
Jun	124		6.4	2.8
Jul	124		6.4	2.8
Aug	124		6.4	2.8
Sep	124		6.4	2.8
Oct	124		6.4	2.8
Nov	124		6.4	2.8
Dec	124		6.4	2.8
Totals	1,489	0	77	34

Station #7/APD Substation L1b Exterior Lighting Retrofits W1 Domestic Water Retrofit				
Month	Stipulated Electric Usage Savings kWh	Stipulated Electric Demand Savings kW	Stipulated Natural Gas Usage Savings ccf	Stipulated Water Usage Savings kgal
Jan	1,441			3.0
Feb	1,441			3.0
Mar	1,441			3.0
Apr	1,441			3.0
May	1,441			3.0
Jun	1,441			3.0
Jul	1,441			3.0
Aug	1,441			3.0
Sep	1,441			3.0
Oct	1,441			3.0
Nov	1,441			3.0
Dec	1,441			3.0
Totals	17,295	0	0	36

Table H-8 (Phase II con't)

Station #8 L1b Exterior Lighting Retrofits W1 Domestic Water Retrofit				
Month	Stipulated Electric Usage Savings kWh	Stipulated Electric Demand Savings kW	Stipulated Natural Gas Usage Savings ccf	Stipulated Water Usage Savings kgal
Jan	512		9.6	4.2
Feb	512		9.6	4.2
Mar	512		9.6	4.2
Apr	512		9.6	4.2
May	512		9.6	4.2
Jun	512		9.6	4.2
Jul	512		9.6	4.2
Aug	512		9.6	4.2
Sep	512		9.6	4.2
Oct	512		9.6	4.2
Nov	512		9.6	4.2
Dec	512		9.6	4.2
Totals	6,143	0	115	50

Station #9 L1b Exterior Lighting Retrofits W1 Domestic Water Retrofit				
Month	Stipulated Electric Usage Savings kWh	Stipulated Electric Demand Savings kW	Stipulated Natural Gas Usage Savings ccf	Stipulated Water Usage Savings kgal
Jan	852		6.9	3.6
Feb	852		6.9	3.6
Mar	852		6.9	3.6
Apr	852		6.9	3.6
May	852		6.9	3.6
Jun	852		6.9	3.6
Jul	852		6.9	3.6
Aug	852		6.9	3.6
Sep	852		6.9	3.6
Oct	852		6.9	3.6
Nov	852		6.9	3.6
Dec	852		6.9	3.6
Totals	10,222	0	83	43

Station #10 L1b Exterior Lighting Retrofits W1 Domestic Water Retrofit				
Month	Stipulated Electric Usage Savings kWh	Stipulated Electric Demand Savings kW	Stipulated Natural Gas Usage Savings ccf	Stipulated Water Usage Savings kgal
Jan	801		3.4	3.4
Feb	801		3.4	3.4
Mar	801		3.4	3.4
Apr	801		3.4	3.4
May	801		3.4	3.4
Jun	801		3.4	3.4
Jul	801		3.4	3.4
Aug	801		3.4	3.4
Sep	801		3.4	3.4
Oct	801		3.4	3.4
Nov	801		3.4	3.4
Dec	801		3.4	3.4
Totals	9,611	0	41	41

Station #11 L1b Exterior Lighting Retrofits W1 Domestic Water Retrofit				
Month	Stipulated Electric Usage Savings kWh	Stipulated Electric Demand Savings kW	Stipulated Natural Gas Usage Savings ccf	Stipulated Water Usage Savings kgal
Jan	425		1.8	3.8
Feb	425		1.8	3.8
Mar	425		1.8	3.8
Apr	425		1.8	3.8
May	425		1.8	3.8
Jun	425		1.8	3.8
Jul	425		1.8	3.8
Aug	425		1.8	3.8
Sep	425		1.8	3.8
Oct	425		1.8	3.8
Nov	425		1.8	3.8
Dec	425		1.8	3.8
Totals	5,105	0	21	46

Station #12 L1b Exterior Lighting Retrofits W1 Domestic Water Retrofit				
Month	Stipulated Electric Usage Savings kWh	Stipulated Electric Demand Savings kW	Stipulated Natural Gas Usage Savings ccf	Stipulated Water Usage Savings kgal
Jan	204			4.0
Feb	204			4.0
Mar	204			4.0
Apr	204			4.0
May	204			4.0
Jun	204			4.0
Jul	204			4.0
Aug	204			4.0
Sep	204			4.0
Oct	204			4.0
Nov	204			4.0
Dec	204			4.0
Totals	2,452	0	0	48

Station #13 L1b Exterior Lighting Retrofits W1 Domestic Water Retrofit				
Month	Stipulated Electric Usage Savings kWh	Stipulated Electric Demand Savings kW	Stipulated Natural Gas Usage Savings ccf	Stipulated Water Usage Savings kgal
Jan	330			2.8
Feb	330			2.8
Mar	330			2.8
Apr	330			2.8
May	330			2.8
Jun	330			2.8
Jul	330			2.8
Aug	330			2.8
Sep	330			2.8
Oct	330			2.8
Nov	330			2.8
Dec	330			2.8
Totals	3,958	0	0	34

Table H-8 (Phase II con't)

Station #15 L1b Exterior Lighting Retrofits W1 Domestic Water Retrofit				
Month	Stipulated Electric Usage Savings kWh	Stipulated Electric Demand Savings kW	Stipulated Natural Gas Usage Savings ccf	Stipulated Water Usage Savings kgal
Jan	324			2.5
Feb	324			2.5
Mar	324			2.5
Apr	324			2.5
May	324			2.5
Jun	324			2.5
Jul	324			2.5
Aug	324			2.5
Sep	324			2.5
Oct	324			2.5
Nov	324			2.5
Dec	324			2.5
Totals	3,892	0	0	30

Station #16 L1b Exterior Lighting Retrofits W1 Domestic Water Retrofit				
Month	Stipulated Electric Usage Savings kWh	Stipulated Electric Demand Savings kW	Stipulated Natural Gas Usage Savings ccf	Stipulated Water Usage Savings kgal
Jan	84			1.4
Feb	84			1.4
Mar	84			1.4
Apr	84			1.4
May	84			1.4
Jun	84			1.4
Jul	84			1.4
Aug	84			1.4
Sep	84			1.4
Oct	84			1.4
Nov	84			1.4
Dec	84			1.4
Totals	1,006	0	0	17

Woodland West Library L1b Exterior Lighting Retrofits C1 BAS Installation/Upgrades W1 Domestic Water Retrofit				
Month	Stipulated Electric Usage Savings kWh	Stipulated Electric Demand Savings kW	Stipulated Natural Gas Usage Savings ccf	Stipulated Water Usage Savings kgal
Jan	743		6.6	1.3
Feb	695		6.2	1.3
Mar	753		5.1	1.3
Apr	1,009		0.0	1.3
May	800		0.0	1.3
Jun	525		0.0	1.3
Jul	451		0.0	1.3
Aug	452		0.0	1.3
Sep	644		0.0	1.3
Oct	1,002		0.0	1.3
Nov	741		5.4	1.3
Dec	757		7.6	1.3
Totals	8,573	0	31	15

3312 W. Green Oaks Pump Station E1 Power Factor Correction				
Month	Stipulated Electric Usage Savings kWh	Stipulated Electric Demand Savings kW	Stipulated Natural Gas Usage Savings ccf	Stipulated Water Usage Savings kgal
Jan		30		
Feb		30		
Mar		37		
Apr		30		
May		30		
Jun		30		
Jul		37		
Aug		35		
Sep		36		
Oct		38		
Nov		38		
Dec		37		
Totals	0	408	0	0

Streetlights SL6 LED Street Lighting - Integrated & Metered KIM Fixtures SL7 LED Street Lighting - Integrated & Metered Cobrahead Fixtures				
Month	Stipulated Electric Usage Savings kWh	Stipulated Electric Demand Savings kW	Stipulated Natural Gas Usage Savings ccf	Stipulated Water Usage Savings kgal
Jan	6,496	0.2		
Feb	6,496	0.2		
Mar	6,496	0.2		
Apr	6,496	0.2		
May	6,496	0.2		
Jun	6,496	0.2		
Jul	6,496	0.2		
Aug	6,496	0.2		
Sep	6,496	0.2		
Oct	6,496	0.2		
Nov	6,496	0.2		
Dec	6,496	0.2		
Totals	77,947	2	0	0

V. Base Energy Rates

EC Savings shall be calculated using the Base Energy Rates or actual energy rates for that meter, whichever results in greater EC Savings. Actual energy rates will be calculated at the end of each Contract year using utility billing information for that Contract Year and using the same methodology as was employed to determine the Base Energy Rate in the Report.

The Base Energy Rates listed here are to be increased each year on a cumulative basis by three percent (3%) beginning on the first anniversary of the M&V Commencement Date and continuing on the first day of each Contract Year thereafter.

Facility	Electrical Savings (\$/kW)	Electrical Savings (\$/kWh)	Natural Gas Savings (\$/ccf)	Water/ Sewer Savings (\$/kgal)
Animal Services Center	8.304042	0.076622	0.670066	-
City Pools	8.304042	0.076622	-	-
Convention Center	8.304042	0.076622	0.740665	-
Handitran Offices	8.304042	0.076622	0.838682	6.37
John Kubala WTP	8.304042	0.076622	0.791393	6.10
John Kubala WTP - Pump Station (4160V)	8.821371	0.076622	-	-
John Kubala WTP - Pump Station (460V)	8.304042	0.076622	-	-
Lake Arlington Branch Library	8.304042	0.076622	0.642901	6.10
Maintenance Facility (Front St)	9.417626	0.076622	-	6.10
Northeast Branch Library	8.304042	0.076622	0.696986	6.10
Ott Cribbs Public Safety Center	8.821371	0.076622	-	-
Pierce Burch - Ozone Building	8.304042	0.076622	-	-
Police Auxiliary Bldg	8.304042	0.076622	0.787688	6.10
Pump Station - Lake Arlington Dam	8.821371	0.076622	-	-
Pump Station - Green Oaks	9.417626	0.076622	-	-
Southwest Branch Library	8.304042	0.076622	-	6.10
South Water Operations	8.304042	0.076622	-	-
Station #02	9.100919	0.076622	0.646711	6.37
Station #03	8.304042	0.076622	0.677484	6.10
Station #04	8.304042	0.076622	0.674528	6.10
Station #06	8.304042	0.076622	0.668664	6.37
Station #07/APD Substation	8.304042	0.076622	0.666257	6.37
Station #08	8.304042	0.076622	0.667026	6.37
Station #09	8.304042	0.076622	0.680903	6.37
Station #10	8.304042	0.076622	0.681823	6.37
Station #11	8.304042	0.076622	0.603130	6.37
Station #12	8.947673	0.076622	-	6.10
Station #13	9.417626	0.076622	-	6.10
Station #14	8.304042	0.076622	0.651770	-
Station #15	9.100919	0.076622	-	6.10
Station #16	9.100919	0.076622	-	6.10
Woodland West Library	8.304042	0.076622	0.653545	6.10

VI. Stipulated Non-Energy Operational and Maintenance Savings

The following dollar savings have been calculated by OpTerra ES from the installation of the Energy Conservation measures and have been agreed to by the Customer and will not be measured. The sum of these stipulated savings each measurement year are added to the Energy Conservation savings for that Measurement Year to arrive at the Total Guaranteed Savings depicted in Attachment I. These stipulated savings are reflected in Column 3 of the Financial Proforma in Attachment K.

Phase II Operational and Maintenance Savings

Year	Operational and Maintenance Savings
1	\$20,386
2	\$20,998
3	\$21,628
4	\$22,276
5	\$22,945
6	\$23,633
7	\$24,342
8	\$25,072
9	\$25,824
10	\$26,599
11	\$27,397
12	\$28,219
13	\$29,066
14	\$29,938
15	\$30,836
16	\$31,761
17	\$32,714
Totals	\$443,634

**ATTACHMENT I
GUARANTEED SAVINGS (Phase II)**

The yearly Guaranteed Savings are identified below and include both Energy Conservation and stipulated savings:

Year	Guaranteed Savings
0	\$0
1	\$187,623
2	\$193,252
3	\$199,050
4	\$205,021
5	\$211,172
6	\$217,507
7	\$224,032
8	\$230,753
9	\$237,675
10	\$244,806
11	\$252,150
12	\$259,715
13	\$267,507
14	\$275,532
15	\$283,798
16	\$292,312
17	\$301,082
Totals	\$4,082,987

**ATTACHMENT K
FINANCIAL PROFORMA (Phase II)**

**Financial Aspects of Performance Based Energy Program for
City of Arlington - Phase II
Arlington, TX**

Implementation Cost	\$3,371,770
Less Carrier deduct from Elzie Odom	<u>\$15,000</u>
Final Project Investment	\$3,356,770

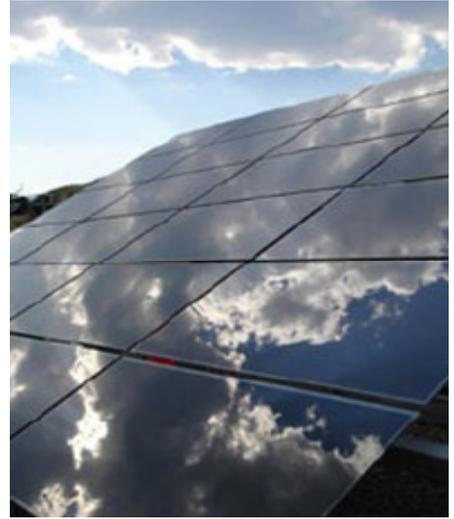
Phase II Incentives	\$36,200
Additional Phase I Incentives	<u>\$35,000</u>
Oncor Incentives - Total	\$71,200

Financed Amount of Project **\$3,285,570**

1	2	3	4	5	6
Year	Energy Savings	Operational and Maintenance Savings	Total Program (Guaranteed) Savings	Payment to Lessor	Combined Net Savings
1	\$167,237	\$20,386	\$187,623	\$191,075	\$16,292
2	\$172,254	\$20,998	\$193,252	\$196,704	\$16,292
3	\$177,422	\$21,628	\$199,050	\$202,502	\$16,292
4	\$182,745	\$22,276	\$205,021	\$208,473	\$16,292
5	\$188,227	\$22,945	\$211,172	\$214,624	\$16,292
6	\$193,874	\$23,633	\$217,507	\$220,959	\$16,292
7	\$199,690	\$24,342	\$224,032	\$227,484	\$16,292
8	\$205,681	\$25,072	\$230,753	\$234,205	\$16,292
9	\$211,851	\$25,824	\$237,675	\$241,127	\$16,292
10	\$218,207	\$26,599	\$244,806	\$248,258	\$16,292
11	\$224,753	\$27,397	\$252,150	\$255,602	\$16,292
12	\$231,496	\$28,219	\$259,715	\$263,167	\$16,292
13	\$238,441	\$29,066	\$267,507	\$270,959	\$16,292
14	\$245,594	\$29,938	\$275,532	\$278,984	\$16,292
15	\$252,962	\$30,836	\$283,798	\$287,250	\$16,292
16	\$260,551	\$31,761	\$292,312	\$295,764	\$16,292
17	\$268,368	\$32,714	\$301,082	\$304,534	\$16,292
Totals	\$3,639,353	\$443,634	\$4,082,987	\$4,141,671	\$276,964

Notes By Column:

- (1) Years after implementing retrofit changes.
- (2) Energy Savings are escalated by 3% to account for inflation.
- (3) Operational and Maintenance Savings are stipulated.
- (4) Total Program Savings are the sum of Columns (2) and (3).
- (5) Payment to Lessor is based on an annual interest rate of 2.35%, 17 year term. Actual rate will be determined at closing.
- (6) Combined Net Savings from Phases I and II



Tax-Exempt Equipment Lease Purchase Agreement Proposal For the City of Arlington, Texas October 8, 2015

As part of Bank of America's 10-year, \$125 billion business initiative to address climate change, we promote an environmentally sustainable economy through financing for energy efficiency projects and renewable energy assets.



Lisa Tames
Senior Vice President
Energy Services

Banc of America Public Capital Corp
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NY1-100-36-1
New York, NY 10036
Email: lisa.tames@baml.com
Tel: (646) 855-4415
Fax: (206) 585-9255

October 8, 2015

Mr. Mike Finley
City of Arlington, Texas
101 W Abram Street
Arlington, TX 76010

Re: Approximately \$3,285,570 Non-Bank Qualified Tax-Exempt Equipment Lease/Purchase Agreement

Banc of America Public Capital Corp ("BAPCC") is pleased to submit to City of Arlington, TX (the "Lessee") Non-Bank Qualified Tax-Exempt Equipment Lease/Purchase Agreement proposal (the "Proposed Transaction") as described in the attached Summary of Terms and Conditions (the "Term Sheet"). Please review the Term Sheet and contact me if you have any questions.

This letter and the Term Sheet (collectively, the "Proposal" or the "Proposal Letter") include only a brief description of the principal terms of the Proposed Transaction, and are intended for discussion purposes only. Please understand that this Proposal is not a commitment or offer to purchase, and does not create any obligation for BAPCC. BAPCC will not be responsible or liable for any damages, consequential or otherwise, that may be incurred or alleged by any person or entity as a result of this Proposal Letter. BAPCC will notify you in writing of its decision to proceed with the Proposed Transaction after completing its review and analysis. If BAPCC agrees to proceed with the Proposed Transaction, BAPCC would submit to you an offer to purchase that, upon acceptance by the Lessee, would constitute a binding written contract between BAPCC and the Lessee with respect to the Proposed Transaction, as more fully described in the Proposal.

This Proposal must be accepted on or before October 23, 2015, in order for the BAPCC to proceed with its consideration of the Proposed Transaction. To accept this Proposal, please sign the enclosed copy of this Proposal Letter and return it to my attention at Banc of America Public Capital Corp, One Bryant Park, 36th Floor, New York, NY 10036 Attention: Lisa Tames, or by fax to the same attention at fax number: 206.585.9255.

Very truly yours,

Banc of America Public Capital Corp

By: Lisa K. Tames
Title: Senior Vice President

The undersigned, by its authorized representative below, accepts the above Proposal, agrees to furnish BAPCC, its successors and assigns, any information relating to the business or financial condition of the Lessee or its affiliates, and authorizes the BAPCC, Bank of America, N.A. and their affiliates to disclose to, discuss with and distribute such information (and any information they may already have) to any other affiliates or proposed assignees or successors of BAPCC.

City of Arlington, Texas

By: _____

Title: _____

Date: _____

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SUMMARY OF TERMS AND CONDITIONS

Date: October 8, 2015

Lessee: City of Arlington, Texas

Lessee's Counsel: To be Determined

Lessor: Banc of America Public Capital Corp, or one of its affiliates

Escrow Agent: Bank of America, N.A.

Purpose: The purpose of this transaction is to provide financing for the energy conservation projects to be engineered, designed constructed and commissioned by Opterra Energy Services.

Lessor

Background: The Lessor is a subsidiary of Bank of America Corporation, which is one of the nation's largest financial holding companies. In addition, BAPCC has extensive experience in funding tax-exempt equipment finance transactions for municipalities, including cities for street light retrofits and other energy efficiency equipment.

Commitment to energy efficiency and the environment: Bank of America is a proud supporter of energy efficiency and initiatives that have a positive impact on the environment. Attached please find a summary of some of our important environmental announcements, and the following website contains a link to our corporate environmental progress report:

http://environment.bankofamerica.com/?cm_mmc=ENT-Funded--vanity--EF01VN0002_environment--NA

Financial profile and strength: As mentioned, Bank of America is one of the nation's largest financial holding companies. Our annual report can be found on the following internet link:

<http://investor.bankofamerica.com/phoenix.zhtml?c=71595&p=irol-reportsannual>

Structure; Nature Of Payment

Obligation: This transaction will be structured as a Tax-Exempt Equipment Lease/Purchase Agreement (the "*Agreement*") between the Lessee and the Lessor

The obligation to make Rental Payments under the Agreement shall be an annual appropriation obligation of the Lessee payable from any lawfully available funds. Regardless of the status of installation or performance of the Equipment, the Lessee's obligation to make payments commence on that certain date as set forth in the Agreement. Legal title to the Equipment shall be vested in the Lessee. The Agreement will be a net financial contract of the Lessee, and all expenses (including, but not limited to, insurance, maintenance, and taxes) will be for the account of the Lessee.

Escrow: At closing, proceeds from the Agreement will be deposited into an Escrow Account established pursuant to an Escrow and Account Control Agreement (the “Escrow”) by and among the Lessee, the Lessor and the Escrow Agent. The Escrow Agent will be selected by the Lessee, subject to the Lessor’s approval. The Lessor has an arrangement with Bank of America, N.A., under which escrow agent services for these types of transactions are provided at no charge to Lessee. During the installation period, the Lessee will requisition funds in the manner outlined in the Escrow. No funds will be disbursed without the written approval of the Lessee and approval of the Lessor. The Lessee will direct the investments in the Escrow Account and all interest earnings will accrue to the Lessee’s benefit.

Security: Lessor’s security interest in the Equipment will be evidenced by filing of a UCC-1 Financing Statement (personal property) with respect to the Equipment with such office as is required by the Texas Commercial Code and recording a UCC-1 Financing Statement (fixture filing) in such office as is required by the Texas Commercial Code, and in all cases treating governmental transfers by the Lessee as subject to such Article 9. Prior to closing, the Lessee will be required to provide legal descriptions (as applicable) for the property locations at which the Equipment will be installed in order to enable the Lessor to record the fixture filings in the appropriate recording offices.

Lessor will also have a security interest in any unexpended funds in the Escrow.

Authorization: The issuance of the Agreement will be authorized pursuant to a resolution (the “Resolution”), to be adopted by the Lessee’s Governing Board (the “Board”).

Financed Amount: Approximately \$3,285,570

Agreement Term: **Commencement Date:** For purposes of this proposal, the Commencement Date is projected to be December 8, 2015; the rate lock runs through December 8, 2015.

Agreement Term: For purposes of this Proposal, the Agreement Term is approximately 17 years plus 6 months from the Commencement Date.

Interest Rate: 2.35%

The interest rate above will be held and is valid for a closing that occurs on or before December 8, 2015. The Interest Rate is based upon the 10-year U.S. Treasury Interest Rate Swap as reported on the Bloomberg Daily Summary (the “Index”), which is 1.96% as of October 8, 2015. If the closing does not occur on or before November 23, 2015, the Interest Rate may, at the discretion of Lessor, be adjusted no more than 15 business days prior to the Commencement Date with the following formula:

Payments	SWAP*	Swap Index	* 65%	+ Spread	Tax-Exempt Rate
Semiannual interest, annual principal	10 years	2.05%	1.53%	.82%	2.35%

PLEASE NOTE THAT THE PRICING AND RATE ABOVE ARE BASED ON THE AVERAGE LIFE OF THE ATTACHED DRAFT AMORTIZATION SCHEDULE. TO THE EXTENT THAT THE AVERAGE LIFE OF THE FINAL SELECTED AMORTIZATION SCHEDULE CHANGES FROM THE ATTACHED, THE RESPECTIVE RATE ABOVE IS

SUBJECT TO MODIFICATION BY LENDER TO ACCOUNT FOR ANY LENGTHENING OF THE AVERAGE LIFE OF THE FINAL SCHEDULE.

Payments: Lessee will make one interest payment on October 15, 2016 followed by 17 annual principal payments and 34 semiannual interest payments beginning on February 15, 2017 and continuing through August 15, 2032. Please see the attached Sample Amortization Schedule which utilizes the Interest Rate and a Commencement Date of December 8, 2015.

PLEASE BE ADVISED THAT THE PROPOSED INDICATIVE PRICING SET FORTH ABOVE IS ONLY AVAILABLE FOR TRANSACTIONS THAT ARE FULLY FUNDED OR FOR SPECIFIC EQUIPMENT THAT HAS COMMENCED FUNDING PURSUANT TO THIS PROPOSAL WITHIN 90 DAYS OF THE DATE OF THIS PROPOSAL LETTER. THEREAFTER, THE LESSOR MAY AT ITS DISCRETION ADJUST ITS PRICING TO REFLECT ADVERSE CHANGES IN ITS COST OF FUNDS OR CHANGES GENERALLY IN MARKET CREDIT MARGINS.

Optional Prepayment: Beginning with the 1st payment (October 15, 2016 in the sample amortization attached) and continuing through the final payment (August 15, 2032), Lessee will have the option to prepay its obligations under the Agreement in whole on any payment date with a prepayment premium of 2%.

Closing Costs: Lessor does not charge any closing costs or fees. The Lessee will be responsible for paying its costs, including delivery of validity opinion from Lessee's Counsel.

Documents: Documents shall be prepared by Lessor's Counsel and will include all documents, certificates and opinions as are reasonably necessary to evidence and carry out the transaction. All documents must be acceptable to all parties.

Payment & Performance Bonds: The Lessor requires to be listed as dual obligee on the payment and performance bonds provided by Opterra Energy Services. No draws from Escrow will be permitted until such bonds are in place.

Final Approval: This proposal is an indication of interest in the transaction, and not a commitment to provide financing by the Lessor. Consummation of this transaction is subject to credit approval by the Lessor and execution and delivery of documentation acceptable to all parties. All fundings are subject to no material adverse change in the financial condition of the Lessee from the time of credit approval.

Assignment: The Lessor shall be entitled to assign its right, title and interest or any part thereof in the Agreement and Equipment, on a private placement basis to qualified purchasers with no limitation. In addition, the Lessor shall be entitled to assign its right, title and interest or any part thereof in the Agreement to a trustee for the purpose of issuing certificates of participation or other forms of certificates evidencing an undivided interest in such Agreement, provided such certificates are sold only on a private placement basis (and not pursuant to any "public offering") to a purchaser(s) who represent that (i) such purchaser has sufficient knowledge and experience in financial and business matters to be able to evaluate the risks and merits of the investment (ii) such purchaser understands neither the Agreement or certificates will be registered under the Securities Act of 1933, (iii) such purchaser is either an "accredited investor" within the meaning of Regulation D under the Securities Act of 1933, or a qualified institutional buyer within the meaning of Rule 144A, and (iv) that it is the intention of such purchaser to acquire such certificates (A) for investment for its own account or (B) for resale

in a transaction exempt from registration under the Securities Act of 1933. At any time, the Lessor may sell, assign or encumber all or any part of its right title and interest in the Agreement; however, in no event shall the Lessor assign this Agreement as a public offer of participation. The Lessee consents to a private placement transaction within the meaning of applicable federal securities laws.

**Lessee's
Responsibilities:**

All responsibilities imposed by the ownership or possession of the Equipment including, but not limited to, taxes, insurance and equipment maintenance, shall be borne by the Lessee.

**USA Patriot Act
Compliance:**

The City acknowledges that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act"), the Lender is required to obtain, verify and record information that identifies the City, which information includes the name and address of the City and other information that will allow the Lender to identify the City in accordance with the Patriot Act.

**Market
Disruption:**

Notwithstanding anything contained herein to the contrary, in the event any material change shall occur in the financial markets after the date of this Proposal Letter, including but not limited to any governmental action or other event which materially adversely affects the extension of credit by banks, leasing companies or other lending institutions, the Lessor may modify the indicative pricing described above.

**Standard
Disclosures and
Disclaimers:**

The transaction described in this document is an arm's length, commercial transaction between you and Banc of America Public Capital Corp ("BAPCC") in which: (i) BAPCC is acting solely as a principal (*i.e.*, as a lender or lessor) and for its own interest; (ii) BAPCC is not acting as a municipal advisor or financial advisor to you; (iii) BAPCC has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether BAPCC or any of its affiliates has provided other services or is currently providing other services to you on other matters); (iv) the only obligations BAPCC has to you with respect to this transaction are set forth in the definitive transaction agreements between us; and (v) BAPCC is not recommending that you take an action with respect to the transaction described in this document, and before taking any action with respect to the this transaction, you should discuss the information contained herein with your own legal, accounting, tax, financial and other advisors, as you deem appropriate. If you would like a municipal advisor in this transaction that has legal fiduciary duties to you, you are free to engage a municipal advisor to serve in that capacity.

Capitalized terms used but not defined herein shall have the meaning given such terms in the transaction documents (*i.e.* the Agreement and the Escrow).

This proposal letter and the Term Sheet include only a brief description of the principal terms of the Proposed Transaction and do not purport to summarize all of the conditions, covenants, representations, warranties and other provisions that would be contained in definitive documentation for the transaction contemplated hereby. The Lessor will not be responsible or liable for any damages, consequential or otherwise, that may be incurred or alleged by any person or entity, including the Lessee or Opterra Energy Services as a result of this Proposal Letter.

DRAFT AMORTIZATION SCHEDULE

Deposit to Construction Fund			3,285,570.00				
Tax Exempt Interest Rate				2.35%			
Final Maturity (yrs.)				16.69			
Average Life (yrs.)				9.039			
Closing/Funding Date (estimated)				12/8/15			
Pmt. No.	Year No.	Payment Date	Tax-Exempt Payment Amount	Tax-Exempt Interest Portion	Tax-Exempt Principal Portion	Tax-Exempt Outstanding Balance	Termination Value Balance
1	1	10/15/16	\$ 65,843.74	\$ 65,843.74	\$ -	\$3,285,570.00	\$ 3,351,281.40
2	2	2/15/17	\$ 25,736.97	\$ 25,736.97	\$ -	\$3,285,570.00	\$ 3,351,281.40
3	2	8/15/17	\$ 247,973.58	\$ 38,605.45	\$ 209,368.13	\$3,076,201.87	\$ 3,137,725.91
4	3	2/15/18	\$ 36,145.37	\$ 36,145.37	\$ -	\$3,076,201.87	\$ 3,137,725.91
5	3	8/15/18	\$ 245,513.50	\$ 36,145.37	\$ 209,368.13	\$2,866,833.74	\$ 2,924,170.41
6	4	2/15/19	\$ 33,685.30	\$ 33,685.30	\$ -	\$2,866,833.74	\$ 2,924,170.41
7	4	8/15/19	\$ 243,053.43	\$ 33,685.30	\$ 209,368.13	\$2,657,465.61	\$ 2,710,614.92
8	5	2/15/20	\$ 31,225.22	\$ 31,225.22	\$ -	\$2,657,465.61	\$ 2,710,614.92
9	5	8/15/20	\$ 240,593.35	\$ 31,225.22	\$ 209,368.13	\$2,448,097.48	\$ 2,497,059.43
10	6	2/15/21	\$ 28,765.15	\$ 28,765.15	\$ -	\$2,448,097.48	\$ 2,497,059.43
11	6	8/15/21	\$ 238,133.28	\$ 28,765.15	\$ 209,368.13	\$2,238,729.35	\$ 2,283,503.94
12	7	2/15/22	\$ 26,305.07	\$ 26,305.07	\$ -	\$2,238,729.35	\$ 2,283,503.94
13	7	8/15/22	\$ 235,673.20	\$ 26,305.07	\$ 209,368.13	\$2,029,361.22	\$ 2,069,948.44
14	8	2/15/23	\$ 23,844.99	\$ 23,844.99	\$ -	\$2,029,361.22	\$ 2,069,948.44
15	8	8/15/23	\$ 233,213.12	\$ 23,844.99	\$ 209,368.13	\$1,819,993.09	\$ 1,856,392.95
16	9	2/15/24	\$ 21,384.92	\$ 21,384.92	\$ -	\$1,819,993.09	\$ 1,856,392.95
17	9	8/15/24	\$ 230,753.05	\$ 21,384.92	\$ 209,368.13	\$1,610,624.96	\$ 1,642,837.46
18	10	2/15/25	\$ 18,924.84	\$ 18,924.84	\$ -	\$1,610,624.96	\$ 1,642,837.46
19	10	8/15/25	\$ 228,292.97	\$ 18,924.84	\$ 209,368.13	\$1,401,256.83	\$ 1,429,281.97
20	11	2/15/26	\$ 16,464.77	\$ 16,464.77	\$ -	\$1,401,256.83	\$ 1,429,281.97
21	11	8/15/26	\$ 225,832.90	\$ 16,464.77	\$ 209,368.13	\$1,191,888.70	\$ 1,215,726.47
22	12	2/15/27	\$ 14,004.69	\$ 14,004.69	\$ -	\$1,191,888.70	\$ 1,215,726.47
23	12	8/15/27	\$ 223,372.82	\$ 14,004.69	\$ 209,368.13	\$982,520.57	\$ 1,002,170.98
24	13	2/15/28	\$ 11,544.62	\$ 11,544.62	\$ -	\$982,520.57	\$ 1,002,170.98
25	13	8/15/28	\$ 220,912.75	\$ 11,544.62	\$ 209,368.13	\$773,152.44	\$ 788,615.49
26	14	2/15/29	\$ 9,084.54	\$ 9,084.54	\$ -	\$773,152.44	\$ 788,615.49
27	14	8/15/29	\$ 218,452.67	\$ 9,084.54	\$ 209,368.13	\$563,784.31	\$ 575,060.00
28	15	2/15/30	\$ 6,624.47	\$ 6,624.47	\$ -	\$563,784.31	\$ 575,060.00
29	15	8/15/30	\$ 215,992.60	\$ 6,624.47	\$ 209,368.13	\$354,416.18	\$ 361,504.50
30	16	2/15/31	\$ 4,164.39	\$ 4,164.39	\$ -	\$354,416.18	\$ 361,504.50
31	16	8/15/31	\$ 213,532.52	\$ 4,164.39	\$ 209,368.13	\$145,048.05	\$ 147,949.01
32	17	2/15/32	\$ 1,704.31	\$ 1,704.31	\$ -	\$145,048.05	\$ 147,949.01
33	17	8/15/32	\$ 146,752.36	\$ 1,704.31	\$ 145,048.05	\$0.00	\$ 0.00
			\$ 3,983,501.45	\$ 697,931.45	\$ 3,285,570.00		

Staff Report



Brownfields Assessment Grants	
City Council Meeting Date: 12-1-15	Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution authorizing an application for funding from the U.S. Environmental Protection Agency's (EPA) Brownfields Program and, if awarded, authorizing the City Manager to negotiate and execute documents necessary for grant receipt and administration.

PRIOR BOARD OR COUNCIL ACTION

On November 28, 2006, Council approved Resolution No. 06-595, which authorized the submittal of applications for Brownfields assessment grant funding from the EPA.

On September 22, 2009, Council approved Resolution No. 09-276, which authorized the submittal of applications for Brownfields assessment grant funding from the EPA.

On October 16, 2012, Council approved Resolution No. 12-263, which authorized the submittal of applications for Brownfields assessment grant funding from the EPA.

ANALYSIS

The EPA's Brownfields Program is designed to empower states, communities, and other stakeholders in economic redevelopment to work together to assess, safely clean up, and reuse brownfield sites. Brownfields are real property where expansion, redevelopment, or reuse may be complicated by the presence, or potential presence, of a hazardous substance, pollutant, or contaminant.

The City received \$400,000 in competitive grant funding for community-wide assessments from the EPA's Brownfields Program in 2007, 2010, and 2013, for a total of \$1,200,000. The grants, which are awarded for three-year cycles, allow for inventorying, characterizing, and assessing sites; conducting cleanup and redevelopment planning; and implementing community outreach. Since the program started, the City has completed 103 phase I and phase II environmental assessments, six redevelopment plans, and 13 cleanup plans. Work is accomplished with the input and assistance of the City's Brownfields Advisory Committee, which is made up of citizens representing different sectors of the City as well as other interested parties and organizations.

The Brownfields grant has been integral to assessing several high profile projects in the City, including Midtown Student Housing, Arlington Commons, the Stadium Drive expansion project, the Trammell-Crow office space development at I-30/Collins, and the Eastern Star Home. The grant funds have also been used to acquire more green space for our parks system (including the development of Valley View Park and expansion of Mansfield Webb Park), land assembly for the new Hugh Smith Recreation Center and Library, and has assisted in the stormwater flood buyout program.

The EPA is again accepting applications for community-wide assessment grants. With City Council's approval, staff intends to prepare one grant application request for \$400,000 addressing both potential Hazardous Substance and Petroleum sites within municipal boundaries. The focus areas of the application will be the older areas of the City (Central and East Arlington) as well as property along the southern municipal boundary, which was annexed after heavy industrial use during a time when the area was unincorporated and largely unregulated.

If awarded, the grant, which requires no local match, will allow the City to continue its Brownfields program for another three years. Through the identification of sites for cleanup and redevelopment, the City can work towards the Council priorities of Invest in Our Economy and Champion Great Neighborhoods.

FINANCIAL IMPACT

None

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Alicia Winkelblech, AICP
Acting Assistant Director
Community Development & Planning
817-459-6686
Alicia.Winkelblech@arlingtontx.gov

Sarah Stubblefield
Planner | Brownfields Program Manager
Community Development & Planning
817-459-6566
Sarah.Stubblefield@arlingtontx.gov

Resolution No. 15-_____

A resolution authorizing the submission of a grant application to the U.S. Environmental Protection Agency's Brownfields Program for a communitywide assessment grant for hazardous substances and petroleum, and authorizing the execution of documents relative to the submission, later acceptance and administration of such grant funds

WHEREAS, the U.S. Environmental Protection Agency's (EPA) Brownfields Program is designed to empower states, communities and other stakeholders in economic redevelopment to work together to assess, safely clean up, and reuse Brownfield sites; and

WHEREAS, Brownfields are real property wherein expansion, redevelopment, or reuse may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant; and

WHEREAS, funding from the EPA's Brownfield Program will be used to continue the City's successful grant-funded Brownfields program for another three years;
NOW THEREFORE

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

I.

That the City Manager or his designee is hereby authorized to submit a grant application in the amount of \$400,000 to the U.S. Environmental Protection Agency's Brownfields Program to address both potential hazardous substance and petroleum sites within municipal boundaries. No city match is required.

II.

Further, the City Manager or his designee is hereby authorized to administer to all matters relating to such grant application and to execute all necessary applications, assurances, certifications, and other documents relative to the submission, later acceptance and administration of such grant funds.

PRESENTED AND PASSED on this the _____ day of _____, 2015 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



Cottonwood Creek and Fish Creek Flood Protection Plan

City Council Meeting Date: 12/1/15

Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution authorizing the adoption of the Cottonwood Creek and Fish Creek Flood Protection Plan performed by Espey Consultants, Inc. and the amended hydrologic and hydraulic models developed by Halff Associates, Inc.

PRIOR BOARD OR COUNCIL ACTION

On January 26, 2010, Council approved Resolution No. 10-032 authorizing the submission of the grant application and execution of documents relative to the acceptance and administration of the Texas Water Development Board Flood Protection Planning (TWDB) Grant.

On August 3, 2010, Council approved Minute Order No. 08032010-010 authorizing the execution of an Engineering Services Contract with Espey Consultants, Inc. of Dallas, Texas to develop a Flood Protection Plan for the Cottonwood and Fish Creek Watersheds, in an amount not to exceed \$302,000. The contract was reimbursed 50 percent by the TWDB Grant. The TWDB Grant process prohibited the inclusion of FEMA mapping in the original Flood Protection Plan contract.

On April 24, 2012, Council approved Minute Order No. 04242012-010 authorizing the execution of Amendment No. 1 to the Engineering Service Contract with Espey Consultants, Inc., of Dallas Texas, to develop and submit a Physical Map Revision to FEMA, in an amount not to exceed \$111,859.

ANALYSIS

The Cottonwood Creek and Fish Creek Flood Protection Plan (Plan) was developed to update the Cottonwood Creek and Fish Creek technical data based upon current and future watershed conditions, identify existing flooding problems and provided recommendations and alternatives for future capital improvement projects. The information provided in the Plan will supply the city with pertinent drainage information to coordinate future development within each watershed and reduce potential flood hazards.

FINANCIAL IMPACT

None

ADDITIONAL INFORMATION

Attached:	Resolution
Under separate cover:	None
Available in the City Secretary's Office:	Cottonwood Creek and Fish Creek Watersheds Flood Protection Plan

STAFF CONTACT(S)

Keith Melton, P.E. Director of Public Works & Transportation 817-459-6553 Keith.Melton@arlingtontx.gov	J. William Brown, P.E. Stormwater Executive Manager 817-459-6567 Bill.Brown@arlingtontx.gov
---	--

Resolution No. _____

A resolution adopting the Cottonwood Creek and Fish Creek Flood Protection Plan and the amended hydrologic and hydraulic models

WHEREAS, on January 26, 2010, Council approved Resolution No. 10-032 authorizing the submission of the grant application and execution of documents relative to the acceptance and administration of the Texas Water Development Board Flood Protection Planning (TWDB) Grant; and

WHEREAS, on August 3, 2010, Council approved Minute Order No. 08032010-010 authorizing the execution of an Engineering Services Contract with Espey Consultants, Inc. of Dallas, Texas to develop a Flood Protection Plan for the Cottonwood and Fish Creek Watersheds, in an amount not to exceed \$302,000; and

WHEREAS, the contract was reimbursed 50 percent by the TWDB Grant; NOW THEREFORE

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

I.

That the City Council hereby adopts the Cottonwood Creek and Fish Creek Flood Protection Plan performed by Espey Consultants, Inc. and the amended hydrologic and hydraulic models developed by Halff Associates, Inc.

II.

The Cottonwood Creek and Fish Creek Flood Protection Plan will be on file with the City Secretary's Office.

PRESENTED AND PASSED on this the _____ day of _____, 2015, 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 Maslin

Staff Report



Bethesda Water Supply Corporation Sale Agreement	
City Council Meeting Date: 12-1-15	Document Being Considered: Resolution

RECOMMENDATION

Authorize the execution of an Interlocal Agreement with the Bethesda Water Supply Corporation for the sale and delivery of treated water.

PRIOR BOARD OR COUNCIL ACTION

None

ANALYSIS

The City of Arlington has documented available treatment capacity that exceeds the current and future needs of its citizens and Bethesda Water Supply Corporation is seeking a cost beneficial alternate provider of treated water for its customers.

The Arlington Water Utilities department and representatives of the Bethesda Water Supply Corporation have met multiple times to develop the scope and terms which are included in the Water Sale Agreement.

On November 17, 2015, at its Board meeting; the Bethesda Water Supply Corporation Board unanimously approved the attached water sale agreement with the City of Arlington.

FINANCIAL IMPACT

The Bethesda Water Supply Corporation will be funding all infrastructure costs associated with the provision of treated water. The price per unit negotiated covers all of AWU's variable costs to produce water and will generate a revenue stream to offset operation and carrying costs such as management, maintenance, debt service, and other costs related to the provision of treated water.

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
\$0	\$0	\$0

ADDITIONAL INFORMATION

Attached:	Water Sale Agreement Resolution
Under separate cover:	None
Available in the City Secretary's Office:	None

STAFF CONTACT(S)

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

**Agreement for the Sale and
Delivery of Treated Water - Wholesale Customer –
Bethesda Water Supply Corporation**

STATE OF TEXAS §

COUNTY OF TARRANT

§
§

THIS AGREEMENT (the “Agreement”) entered into this ____day of _____, 2015 (the “Effective Date”) by and between the City of Arlington, a home rule municipality operating under and governed by the laws and Constitution of the State of Texas (“Arlington”), and Bethesda Water Supply Corporation (“BWSC”), a nonprofit water supply corporation operating pursuant to Chapters 49 and 67 of the Texas Water Code, hereinafter collectively referred to as the (“Parties”), evidences a binding agreement between the Parties regarding the construction of a water transmission line and the purchase of treated water service. For good and valuable consideration and in consideration of the agreements contained in this Agreement, the adequacy, receipt, and sufficiency of which are acknowledged, the Parties hereby agree as follows:

Recitals

WHEREAS, Arlington is a home rule municipality operating under and governed by the laws and Constitution of the State of Texas, with its corporate limits and extraterritorial jurisdiction (“ETJ”) extending in portions of Ellis, Johnson, and Tarrant Counties, Texas; and

WHEREAS, BWSC is a nonprofit water supply corporation operating under and governed by the laws and Constitution of the State of Texas, with its right to operate within portions of Tarrant County and Johnson County, Texas; and

WHEREAS, Arlington is authorized to sell water outside its corporate boundaries; and

WHEREAS, the governing bodies of each entity believe that this Agreement is necessary for the benefit of the public and that each party has the legal authority to perform its obligations under this Agreement; and

WHEREAS, the governing bodies of each party find that the undertaking is necessary for the benefit of the public and that each party has the legal authority to provide such service, and is in the common interest of both parties hereto; and

WHEREAS, the covenants and promises constitutes adequate consideration to each party; and

WHEREAS, at the present time, Arlington has available a supply of Raw Water from which it can provide Treated Water, and it owns, operates, and maintains facilities for storing, treating and transmitting Treated Water; and

WHEREAS, it is deemed to be in the best interest of both Arlington and BWSC that said Parties do enter into a mutually satisfactory agreement by means of which BWSC may obtain Treated Water from Arlington; and

WHEREAS, BWSC owns, operates and maintains a distribution system to furnish water service to the customers within its service area; and

WHEREAS, the Parties desire to cooperate in the construction of the Treated Water Transmission Line to be constructed partially within the corporate limits of Arlington to provide Treated Water to BWSC's water distribution system; and

NOW, THEREFORE, pursuant to and permitted by the laws of the State of Texas for and in consideration of the covenants, conditions and undertakings hereinafter described, and subject to each and every term and condition of this Agreement, the Parties contract, covenant and agree as follows:

ARTICLE I

Findings and Purpose

- 1.1 Recitals.** The recitals hereinabove set forth are incorporated herein for all purposes and are found to be true and correct.
- 1.2 No Grant of Equity or Ownership.** Unless otherwise stated, no provision of this Agreement shall be construed to create any type of joint or equity ownership of any property or any partnership or joint venture. Unless otherwise stated, neither this Agreement, nor any acts of the Parties hereunder, nor BWSC's payments, shall be construed as granting to or otherwise vesting in BWSC any right, title, interest, or equity in the Arlington Raw Water System nor in the Arlington Treated Water System or any element thereof.
- 1.3 Purpose.** This Agreement provides the terms and conditions whereby Treated Water may be purchased by BWSC from Arlington. Further, this Agreement provides for the shared cost of the Treated Water Transmission Line to provide Treated Water to BWSC's water distribution system.

ARTICLE 2

Definitions and Interpretation

- 2.1 Definitions.** The following terms and expressions used in this Agreement, unless the context indicates otherwise, shall mean:

Agreement means this "Agreement for the Sale and Delivery of Treated Water – Wholesale Customer – Bethesda Water Supply Corporation" and any subsequent amendments agreed to in writing by the Parties.

Arlington Raw Water System means all facilities, structures, improvements, property, rights, certificates of adjudication, permits, licenses, certificates, contracts and other property of any nature whatsoever, now or hereafter owned by Arlington, in connection with the storage, diversion, transportation, and delivery of Raw Water.

Arlington Treated Water System means all facilities, structures, improvements, property, rights, permits, licenses, certificates, and other property of any nature whatsoever, now or hereafter owned by Arlington, in connection with the diversion, storage, transportation, treatment, and delivery of Treated Water to BWSC at the Delivery Point.

AWWA means the American Water Works Association.

Business Day means any Day other than Saturdays, Sundays and Arlington published holidays.

CCN means certificate of convenience and necessity issued by the Public Utility Commission or any predecessor or successor agency of the State of Texas.

Day means a 24-hour period from 12:00 a.m. to 11:59 p.m.

Delivery Point means the point at which Arlington agrees to deliver, Treated Water under this Agreement. The Delivery Point is located as shown on Exhibit A. The parties may mutually agree upon additional delivery points.

Effective Date means the date of this Agreement and is the date that BWSC begins receiving water at the Delivery Point.

Emergency means a bona-fide emergency condition created by unforeseeable mechanical failure, by unprecedented high rate of Treated Water usage, such as might result from a major fire or a major water main break, or by circumstances beyond the Parties' control.

Expiration Date means the last effective date of this Agreement as specified in Article 8.1, absent the renewal of this Agreement.

Fiscal Year is the fiscal year of Arlington from October 1 through September 30.

Maximum Allowed Daily Demand means a Maximum Day Usage of 5.0 MGD unless a mutually agreed upon change is made by the Parties in writing.

Maximum Allowed Rate of Flow means the maximum allowed usage on a per minute basis which shall not exceed 3,740 gpm for this Agreement unless mutually agreed upon by the Parties in writing.

Maximum Day Usage means the measured daily maximum usage as determined through Meter readings.

Meter(s) means the metering facility or devices installed or to be installed at the Metering Point to measure the amount of Treated Water delivered to BWSC by Arlington as provided in this Agreement. If necessary, installation shall include a back flow device in order to prevent back flow of water into the Arlington Treated Water System.

Metering Point means the location at which the Meter(s) is installed.

MGD means million gallons per day.

Operation and Carrying Cost means the cost by Arlington to provide Treated Water to BWSC. Such costs shall include management, maintenance, treatment, debt service, and other costs related to the provision of Treated Water to BWSC.

Party means either Arlington or BWSC, and “Parties” means Arlington and BWSC, collectively.

Rate of Flow means usage on a per minute basis (i.e., gallons per minute (gpm)).

Rate Year means each twelve-month period beginning January 1 and ending December 31 of the same calendar year.

Raw Water means water that is purchased by Arlington from Tarrant Regional Water District (“TRWD”) and is in its natural state prior to treatment.

Raw Water Charge means the charge calculated by applying the Raw Water Rate to the number of gallons of Treated Water provided to BWSC by Arlington as measured by the Meter(s) and billed on a monthly basis.

Raw Water Rate means the raw water rate charged to Arlington for Raw Water by Tarrant Regional Water District, adjusted for water loss on the Arlington Treated Water System.

Regulatory Costs means all costs, fees, charges, tariffs, or penalties imposed by the State of Texas, the U.S. Government, any local regulatory entity, or any agency thereof.

Regulatory Requirements means all applicable requirements and provisions of federal, state, and county constitutions, laws, statutes, rules, regulations and ordinances enacted or issued from time to time, including, without limitation, all applicable sections of the Texas Water Code and the rules and regulations of the Texas Commission on Environmental Quality, Public Utility Commission, and the Texas Administrative Code, and all judicial and administrative orders, judgments, and decrees of any governmental authority having jurisdiction concerning the matters contained herein issued from time to time.

Treated Water means water treated by Arlington so that it is potable water meeting the minimum water quality requirements for human consumption as prescribed by the Texas Commission on Environmental Quality or other appropriate regulatory agency with jurisdiction.

Treated Water Transmission Line means the water transmission line that is funded partially by BWSC up to the Delivery Point, and is to be installed in the general location identified as being wholly or partially constructed as shown in Exhibit A. Said line will be maintained by Arlington, including replacement and repair costs. Should Arlington install said line at BWSC’s expense, it shall be done at Arlington’s cost.

TRWD means the Tarrant Regional Water District.

Volume Rate means the dollar amount per 1,000 gallons applied to BWSC's metered usage of Treated Water in order to calculate the Volume Charge. The Volume Rate includes the following costs associated with providing Treated Water to BWSC:

- i. Arlington's raw water costs from Tarrant Regional Water District, which are captured within the Raw Water Rate;
- ii. Electrical costs;
- iii. Chemical costs;
- iv. Regulatory Costs; and
- v. Operation and Carrying Cost.

Water means either Raw Water or Treated Water, or both Raw and Treated Water, as indicated by the context in which the word appears.

Water Conservation means those practices, techniques, and technologies that will reduce the consumption of water, reduce the loss or waste of water, improve efficiency in the use of water, and/or increase the recycling and reuse of water.

Wholesale Customer means the class of customers, including, but not limited to, BWSC, to whom, under the terms of a specific agreement, Arlington sells and provides Treated Water for re-sale.

2.2 Interpretations. The following principles shall control the interpretation of this Agreement:

- (a) Unless otherwise stated, reference to any document, other than a license, certificate of adjudication or permit, means the document as amended or supplemented from time to time.
- (b) Reference to any party or governmental regulatory agency means that entity and its successors and assigns.
- (c) Misspelling of one or more words in this Agreement shall not void the Agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the Parties.
- (d) Words of any gender used in this Agreement shall be held and construed to include any other gender.
- (e) Words in the singular number shall be held to include the plural, unless the context otherwise requires.
- (f) Article and headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this contract.

ARTICLE 3
Water Provided Under Agreement

3.1 Treated Water.

- (a) **Delivery and Acceptance.** Subject to the successful connection of one way interconnection at delivery point(s) and the abandonment of groundwater use except for emergencies and except as limited in this Agreement, Arlington agrees to furnish and sell to BWSC Treated Water delivered at the Delivery Point that is mutually agreed upon up to the limits, and at the times, set forth in this Agreement hereto or such lesser amount as Arlington may be able to supply in the event of an Emergency. BWSC agrees to accept delivery under the conditions of this Agreement and to pay for the water in accordance with the terms herein.
- (b) **Source of Supply and Capacity.** Arlington's agreement to make Treated Water available is limited to the extent that Raw Water, as that term is defined in this Agreement, is available and the extent to which capacity is available in the Arlington Treated Water System as determined in the sole discretion of Arlington.
- (c) **Additional Water.** To the extent Treated Water is available in amounts greater than the Maximum Allowed Daily Demand, Arlington may, at its sole discretion, provide BWSC with additional Treated Water subject to the charges described in Article 5. Should Arlington elect to provide BWSC with Treated Water in excess of the Maximum Allowed Daily Demand, Arlington may terminate or reduce providing Treated Water at the excess amount by providing BWSC with twenty-four (24) hours written notice of such termination or reduction. BWSC agrees that Arlington will never be obligated during the term of this Agreement to make Treated Water available to BWSC in excess of the Maximum Allowed Daily Demand or the available supply as determined in Section 3.1(b). **The purchase of any additional supplies of Treated Water over the Maximum Allowed Daily Demand does not guarantee that Arlington will make Treated Water available on that basis at any time other than the timeframe Arlington reasonably elects to provide additional supplies of Treated Water to BWSC.**
- (d) **Water Pressure.** Arlington agrees to furnish and sell to BWSC Treated Water delivered under the operating pressure prevailing in the Arlington Treated Water System at the Delivery Point. **Notwithstanding anything in this Agreement or in the requirements of any regulatory agency to the contrary, Arlington does not represent or guarantee to BWSC that Treated Water provided to BWSC under this Agreement will be provided at any specific minimum pressure at the Delivery Point, and Arlington is under no obligation with respect thereto. BWSC understands and acknowledges that maintaining a certain water pressure in BWSC's delivery system will require the use of storage or pumps on BWSC's system.**

(e) **Interruption of Service for Maintenance.** Notwithstanding anything in this Agreement or in the requirements of any regulatory agency to the contrary, Arlington shall be entitled at any and all times to install, repair, maintain, and replace such equipment or devices or to take any other action under an Emergency (including reduction or cessation of water service to BWSC) as necessary or appropriate to allow Arlington at all times to maintain a minimum pressure as required by applicable law or regulation at all retail service locations directly served by the Arlington Treated Water System. Arlington shall use commercially reasonable efforts to work with BWSC to install, repair, maintain, and replace such equipment and devices at a time to minimize the impact on BWSC's system. Arlington may install at the Delivery and/or Metering Points appropriate devices to monitor and enforce all or any of these limitations. In the event of such service interruptions, Arlington shall make every reasonable effort to expedite the restoration of service in a timely manner.

3.2 Regulatory Requirements. BWSC acknowledges and agrees that this Agreement defines the extent of Arlington's obligations to supply Treated Water to BWSC and that, except as expressly provided by this Agreement, Arlington is under no obligation to provide BWSC with a sufficient amount of Treated Water for BWSC to meet its minimum production, storage, service pump, or pressure maintenance requirements, or any other requirements imposed on Arlington by virtue of 30 Texas Administrative Code Chapters 290 or 291, 16 Texas Administrative Code Chapter 24 or any other Regulatory Requirements.

3.3 Delivery Point. Subject to the conditions set forth herein, Arlington agrees to divert, transport, treat, and deliver Treated Water to BWSC at the Delivery Point(s). The location of the Delivery Point(s) shall be mutually agreed upon by and between BWSC and Arlington, and the Delivery Point(s) shall not be moved or relocated except by their mutual consent in writing.

3.4 Relocated Delivery Point. Requests for a relocated Delivery Point shall be submitted in writing by the requesting party. If the relocated Delivery Point is mutually agreed upon, the requesting party will be responsible for funding all costs related to constructing the improvements, unless the Parties agree on a division of costs based on mutual benefit.

(1) For any costs attributable to BWSC in this Article 3.4 for improvements constructed by Arlington, BWSC shall be responsible for reimbursing Arlington, as agreed upon in writing, for the cost of such improvements including the acquisition of any easements or right-of-way. Prior to beginning construction, the Parties will enter into a written agreement to specify the manner and timeframe for such reimbursement to Arlington and the time for and costs of construction.

(2) If BWSC is to construct the necessary improvements for a relocated Delivery Point, BWSC will submit documents to acquire rights-of-way and will submit plans for the construction of the improvements to Arlington for approval prior to construction commencing. If Arlington

approves the documents and plans submitted, Arlington will give BWSC notice of said approval in writing within a commercially reasonable time. During the construction, Arlington may, but is not obligated to, inspect improvements under construction at its sole cost. All costs for the construction of the improvements, including the costs for any easements and/or rights-of-way, shall be borne as agreed upon in writing. Arlington may, but is not obligated to, make a final inspection and approval, at its sole cost, after construction of the improvements is completed and before the improvements are approved, by Arlington, for use; provided, however, such approval shall not be unreasonably withheld or delayed.

3.5 Additional Delivery Points and Delivery Line. It is anticipated that BWSC may request an additional delivery point(s) and/or delivery line(s). Such request(s) shall be made in writing by BWSC and Arlington and shall provide a written response within a commercially reasonable amount of time of receipt of such request. If additional Delivery Point(s) and/or line(s) are mutually agreed upon, the Parties shall, prior to and as a condition of any binding agreement regarding such matters, agree in writing as to the responsibility, whether shared or assigned to one Party, for the costs associated therewith.

(1) For any costs attributable to BWSC in this Article 3.5 for improvements constructed by Arlington, BWSC shall be responsible for reimbursing Arlington for the entire cost of the improvements, including the acquisition of any easements or right-of-way. Prior to beginning construction, the Parties will enter into a written agreement for BWSC (i) to approve the amount of anticipated construction costs and (ii) to specify the manner and timeframe for such reimbursement to Arlington and the time for construction.

(2) If BWSC is to construct the necessary improvements for an additional Delivery Point(s) and/or delivery line(s), BWSC will submit documents to acquire rights-of-way and/or easements and will submit plans for the construction of the improvements to Arlington for approval prior to construction commencing; provided, however, such approval shall not be unreasonably withheld or delayed. If Arlington approves the documents and plans submitted, Arlington will give BWSC notice of said approval in writing. During the construction of such improvements, Arlington may, but is not obligated to, inspect improvements under construction at its sole cost. All costs for the construction of the improvements, including the costs for any easements and/or rights-of-way, shall be borne by BWSC. Arlington may, but is not obligated to, make a final inspection and approval, at its sole cost, after construction of the improvements are completed and before the improvements are approved, by Arlington, for use; provided, however, such approval shall not be unreasonably withheld or delayed.

3.6 Improvements to Existing Delivery Point. If BWSC requests that improvements be made to a Delivery Point, BWSC shall submit the request in writing to Arlington. If

Arlington approves the request, the Parties will then decide whether Arlington or BWSC will be responsible for constructing the improvements and shall follow the procedures set forth in Section 3.4; provided, however, such approval shall not be unreasonably withheld or delayed.

- 3.7 Responsibilities for additional Water Line that Connect to the Metering Point.** BWSC shall be responsible for the construction and associated construction costs of any additional water transmission line that connects to the Metering Point. BWSC shall maintain ownership of said water transmission line for the term of this Agreement and shall be responsible for the maintenance and repair of said water transmission line.
- 3.8 Accessing the additional Water Line that Connects to Metering Point.** At no time during the term of this Agreement shall there be any connections to or tap into the Treated Water Transmission Line, if any, that connects to the Metering Point without the prior agreement of the Parties; provided, however, such agreement shall not be unreasonably withheld or delayed. The water measurement and flow control of any connection to said Treated Water Transmission Line will be subject to Article 4 of this Agreement. Billing for this meter shall be as agreed upon by the parties. Any such connection shall be metered separately as agreed upon by the parties. All cost associated with the design, construction of the connection and meter(s) shall be borne by the requesting party.
- 3.9 Valves at Delivery Point.** All valves releasing water from the Arlington Treated Water System to BWSC shall be solely operated and maintained by Arlington. BWSC shall not obstruct or block access to those valves.
- 3.10 Property of Arlington.** Any acquired easements and/or rights-of-way shall name Arlington as a grantee for the portion of the easement and/or right-of-way on Arlington's side of the Delivery Point. Upon the completion of construction and final approval by Arlington of any new, relocated or improved Delivery Point and/or Metering Point, the constructed improvements and metering device and appurtenances on Arlington's side of the Delivery Point shall become the property of Arlington.

ARTICLE 4

Metering and Rate of Flow Control

- 4.1 Treated Water Measurement and Control.** BWSC shall install at its sole cost, a Meter(s) and appropriate valves, back flow prevention, flow controllers, and other appropriate equipment at the Metering Point to measure and control the amount of Treated Water delivered to BWSC under the terms of this Agreement. Said Meter shall be specified by Arlington and meet appropriate AWWA standards. Said Meter(s) shall be installed and tested prior to actual water delivery. Upon installation of the Meter(s), valves, and related equipment, said equipment shall become the sole property of Arlington to be owned, operated, and maintained by Arlington at Arlington's sole cost.
- 4.2 Rate-of-Flow Controllers.** The rate at which Treated Water is withdrawn by BWSC from the Arlington System shall be regulated by rate-of-flow controllers. The rate of withdrawal will be controlled so that the maximum rate shall not exceed the

Maximum Allowed Rate of Flow without a specific written request by BWSC to Arlington. Notwithstanding anything in this Agreement to the contrary, approval of a request to increase the rate of flow and the length of time the request will be at Arlington's sole discretion, which will not be unreasonably withheld. Arlington will respond to the request within 96 hours of receiving the request. If Arlington approves the request, Arlington will make the adjustments within 48 hours of responding to the request. Rate of Flow setting shall be solely operated and maintained by BWSC. All meters and associated facilities will be designed to measure an instantaneous flow rate and totalized flow and ability to transmit to both BWSC and Arlington SCADA.

4.3 Calibration of Meters.

- (a) **Testing.** Meters will be serviced and calibrated as necessary. Copies of the results of such calibration and all related information shall be provided to BWSC within 30 days of such calibration. BWSC shall have access to the Meter(s) at all reasonable times; provided, however, that any reading, calibration or adjustment to such Meter(s) shall be done by employees or agents of Arlington, or other mutually approved third party calibration agent, in the presence of representatives of BWSC and Arlington, if so requested by BWSC. Arlington shall provide BWSC with 72 hours written notice prior to such reading, calibration or adjustment.
- (b) **Inaccuracy.** Upon any calibration, if it is determined that the accuracy envelope of such Meter(s) is found to be lower than ninety-five percent (95%) or higher than one hundred five percent (105%) expressed as a percentage of the full scale of the Meter(s), or Meter(s) fail to perform to AWWA water metering standards (whichever is more restrictive), then the registration of the flow as determined by such defective Meter(s) shall be corrected for a period extending back to the time such inaccuracy began, if such time is ascertainable; or, if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the date of the last calibration, but in no event further back than a period of three (3) months. In the event it is determined that there are inaccuracies with any Meter, Arlington shall debit or credit BWSC's invoice in the subsequent month, as appropriate, to reflect BWSC's prior overpayments or underpayments. Arlington shall debit or credit BWSC's account in an amount equal to the difference between the amount actually paid by BWSC and the amount that should have been paid by BWSC, as determined by the corrected registration of the flow of the inaccurate Meter during the period of inaccuracy as determined in this subsection. Payment adjustments for inaccurate flow measurements will be applied to volume charges only. The Meter(s) will be properly sealed, and the seals shall not be broken unless representatives of both BWSC and Arlington have been notified and given a reasonable opportunity to be present.
- (c) **Meter out of Service - No Readings.** If the Meter(s) used to determine the flow of Treated Water to BWSC is out of service or out of repair so that the amount of Treated Water metered cannot be ascertained or computed from the reading thereof, the Treated Water delivered during the period such Meter(s) is out of service or out of repair shall be estimated and agreed upon by BWSC

and Arlington upon the basis of the best data available. The basis for estimating such flow includes, but is not limited to, extrapolation of past patterns of flow for said Meter(s) under similar conditions. In the event that BWSC and Arlington cannot agree on the extrapolated estimate of Treated Water volume delivered before the payment due date, BWSC will make payment to Arlington based on the same month in the previous year on or before the payment due date. After making such payment, BWSC may request that the matter be submitted to non-binding mediation as provided herein. Arlington may also request that the matter be submitted to non-binding mediation, as hereinafter provided.

4.4 Meter Reading.

- (a) Arlington will read all Meter(s) provided for herein at monthly intervals, and BWSC and Arlington shall have free access to read these respective Meter(s) daily, if either Party so desires. It shall be the duty of both BWSC and Arlington to give immediate notice, each to the other, should any Meter(s) be found to not be functioning properly, and, upon such notice, repairs to such Meter(s) shall be made promptly.
- (b) BWSC shall have access to records on the Meter(s) readings during reasonable business hours and shall be furnished a copy of readings upon request.

4.5 Additional Testing of the Meter(s). BWSC shall have the right to request Arlington to test any Meter(s), but no more frequently than once per month. Upon any such request, Arlington agrees to perform its testing and calibration of the Meter(s) with notice to BWSC, and the Parties shall be entitled to jointly observe any testing, calibration, and adjustments that are made to the Meter(s), in the event such modifications shall be necessary. For such additional testing requests, Arlington shall give BWSC notice forty-eight (48) hours in advance of the time when any such testing shall occur. BWSC shall pay the cost of any such additional testing request for any Meter(s) if the test shows that such Meter(s) is accurate (within five percent (5%) registration), but Arlington shall pay the costs of such additional test if the results indicate that such Meter(s) is not accurate (in excess of five percent (5%) registration).

**ARTICLE 5
Fees, Billing, and Payment**

5.1 Charges for Water.

- (a) **Treated Water.** BWSC will pay to Arlington the fees and charges for the Treated Water delivered by Arlington that may include Late Fees.

5.2 Water Rates.

- (a) **Initial Rates.** Upon the Effective Date of this Agreement, the Volume Rate shall be:

Volume Rate - \$2.09 per 1,000 gallons

The Maximum Day Demand is 5.0 MGD

The component costs of the Volume Rate on the Effective Date is:

Raw Water Costs - \$1.19 per 1,000 gallons

Electrical Costs - \$0.14 per 1,000 gallons

Chemical Costs - \$0.10 per 1,000 gallons

Regulatory Costs - \$0.00

Operation and Carrying Costs - \$0.66 per 1,000 gallons

- (b) **Subsequent Rates.** The Operation and Carrying Costs component of the Volume Rate shall increase at the same percentage rate of the retail residential rate of Arlington. The new Volume Rate will be instituted and be effective on the first calendar day of the month following the adoption of the rate by Arlington. Raw Water costs, consisting of the raw water rate charged to Arlington for Raw Water by Tarrant Regional Water District will be adjusted as Tarrant Regional Water District adjusts its raw water rate charged to Arlington and shall be passed through to BWSC as is without further surcharge by Arlington. The additional cost of treatment of Treated Water will also be passed through in the rates upon 60 days notice of the increase. Regulatory Costs, Electrical Costs, and Chemical Costs components of the Volume Rate will be adjusted as charged to Arlington and shall be passed through to BWSC “as is” without further surcharge by Arlington upon 60 days notice of the increase. Should such rates as changed exceed wholesale rates for Treated Water reasonably available to BWSC by other suppliers by a factor in excess of ten percent (10%), BWSC may at its sole option, by written notice to Arlington, either demand a reduction in the increased rate, or reduce or eliminate the Minimum Monthly Amount.

5.3 Billing and Payment.

- (a) **Volume Charge.** Each month during the term of this Agreement, Arlington shall read the Meter(s) measuring Treated Water being provided to BWSC. BWSC shall be billed on a monthly basis for the greater amount of: (i) the amount of Treated Water measured by the Meter(s), or, (ii) 15 million gallons of Treated Water per month (“Minimum Monthly Amount”). The number of gallons of Treated Water measured by the Meter(s) or the Minimum Monthly Amount, as appropriate, will be multiplied by the Volume Rate to determine the Volume Charge (“Volume Charge”). Arlington shall prepare and deliver to BWSC a statement showing the Volume Charge to BWSC. Payment for the Volume Charge shall be made by the 30th Day after delivery of the statement.
- (b) **Late Fees.** If BWSC is late in the payment of any charge or fee due and payable to Arlington under this Agreement, late payments shall bear per annum interest at a rate equal to the lesser of: (i) two percentage points (2%) above the Prime Interest Rate as published in the Wall Street Journal on the

Day said statement becomes delinquent, or (ii) the maximum allowed by law to be charged to BWSC, until paid. If any billed amounts or interest remain unpaid at the expiration of thirty (30) Days after such amounts are due, BWSC shall be in default under this Agreement, and Arlington may invoke the remedies specified herein or otherwise available by law.

- 5.4 Inspection and Audit.** Complete records and accounts required to be maintained by each Party shall be kept for a period of five (5) years. Each Party shall at all times, upon notice, have the right at reasonable times to examine and inspect said records and accounts during normal business hours. If required by any law, rule or regulation, a Party shall make said records and accounts available to federal and/or state auditors.
- 5.5 Minimum Purchase.** BWSC agrees to purchase a minimum of 182.5 million gallons of Treated Water per annum at the Delivery Point(s), whether such amount is used by BWSC or not. BWSC shall be billed a for minimum of 15 million gallons of Treated Water per month. On or within 120 days of the anniversary date of this Agreement, the Parties shall review the Volume of Treated Water purchased by BWSC for the preceding contract year, and shall determine if BWSC has purchased the annual minimum gallons described herein. In the event that BWSC has not purchased the annual minimum, Arlington shall bill BWSC for the Volume left unpurchased by BWSC for the preceding contract year. BWSC shall pay at the same time and under the same conditions as described in Section 5.3 for monthly billing. In the event that BWSC's Volume of Treated Water recorded at the Meter(s) per annum is less than the cumulative amount of Treated Water paid for by BWSC in the monthly Volume Charges collected by Arlington pursuant to Section 5.3 and said Volume of Treated Water exceeds 182.5 million gallons of Treated Water per annum, then Arlington shall reimburse the difference between the cumulative Volume Charges collected monthly and the actual amount of Treated Water used by BWSC per annum multiplied by the Volume Charge. Arlington shall provide said reimbursement within 150 days from the anniversary date of this Agreement.

ARTICLE 6

Treated Water Transmission Line

- 6.1 Treated Water Transmission Line.** (a) BWSC shall be responsible for all costs for the construction of any transmission line or facilities needed to connect to the Delivery Point(s) and any other cost for facilities to provide conveyance of Treated Water to BWSC on the BWSC side of the Delivery Point.
- (b) Parties acknowledge that there are costs to Arlington associated with extending water transmission lines from Arlington's existing system to the Delivery Point. Parties will participate in said costs in the percentage participation levels described in Exhibit B. The route for the line extension shall be sized according to the sizes described in Exhibit B and shown on the map contained in Exhibit A. Parties shall pay for the actual costs of the line segments in the percentages reflected in Exhibit B. Additionally, BWSC shall be solely responsible for payment of a new pump to be placed as described in Exhibit B and shown on the map contained in Exhibit A.

Arlington shall oversee construction, design, and installation of the lines described in Exhibit B and illustrated on Exhibit A.

(c) Arlington shall solely own the water transmission line described in Exhibit B and shown on Exhibit A.

(d) All costs for construction shall be invoiced to BWSC. BWSC shall pay said invoices within 30 Days of mailing. Failure to pay any invoice shall be considered a breach of this Agreement.

6.2 Treated Water Transmission Line Operation. Arlington shall operate, maintain, and own any facility to the Delivery Point(s), at Arlington's expense, and BWSC shall be responsible for all costs related to any lines after the Delivery Point(s).

6.3 Future Treated Water Transmission Lines. Cost sharing arrangements and operational responsibilities for the future treated water transmission lines or facilities shall be established through either written agreement separate from this Agreement or as an amendment to the Agreement.

6.4 Water Transmission Rights and Fees. Arlington acknowledges that the water facilities or improvements installed by BWSC or by developers or others hereunder may be used by Arlington to transmit water through BWSC's territory to portions of Arlington's water system outside such area. BWSC agrees that upon termination of this Agreement or the termination of any extension term hereof for any reason whatsoever, the right of Arlington to continue to transit water through the water system located in BWSC's service area to portions of Arlington's system located outside such area shall remain in effect, regardless of ownership of the water system or any portions thereof, upon Arlington's paying a transmission fee of ten cents per thousand gallons of water transmitted by Arlington through the BWSC service area, said price to remain in effect during the initial five years following such termination. Effective with the commencement of the second five-year period following such termination and at the commencement of each successive five year period thereafter, such fee shall be adjusted by a percentage equal to the net percentage by which rates for residential customers within BWSC service area were adjusted during the preceding five year period. Arlington shall remit said payments to BWSC on or before the 15th day of each month, based upon the quantity of water measured by meters for the prior month. Arlington agrees that such transmission shall not negatively affect water service and pressures within the BWSC service area, to be determined by BWSC in BWSC's sole discretion. In the event that BWSC believes that Arlington's use of the BWSC for transmission service affects the BWSC system negatively, BWSC shall provide Arlington notice of such negative issue, and the parties shall jointly investigate the cause of such negative transmission issues. If Arlington is the sole cause of the negative issue, Arlington shall have 120 days to cure such issue.

ARTICLE 7
Restrictions and Conditions

- 7.1 Resale of Treated Water.** BWSC and Arlington agree that the Treated Water supplied to BWSC by Arlington shall be used solely by BWSC to meet the reasonable water supply needs of BWSC's retail potable water customers to include residential, commercial and industrial (including gas well sites) located within BWSC's service area defined by BWSC's CCN, as currently authorized or as may be amended in the future.
- 7.2 Amendment to Certificate of Convenience and Necessity.** BWSC agrees that during the term of this Agreement it will not amend its Water CCN to increase its service area within the ETJ of Arlington without the prior written consent of Arlington.
- 7.3 Water Conservation and Demand Management.**
- (a) Water Conservation.** BWSC shall cooperate with and assist Arlington and TRWD in their efforts to promote Water Conservation. This may include the development of any conservation or rationing plans by either Arlington, TRWD, or BWSC that may be necessary or appropriate to address operational constraints, whether or not the same are required by any state or federal regulatory agency. Additionally, upon the development and distribution of model drought contingency or water conservation plans by Arlington, BWSC agrees to implement a drought contingency or water conservation plan that meets or exceeds the water conservation goals adopted by Arlington. BWSC shall provide a copy of any drought contingency or water conservation plan adopted by BWSC to Arlington within 30 days from the Effective Date.
 - (b) Demand Management.** If Arlington or TRWD shall manage Water demand through rationing the use of Water to their retail customers, BWSC shall achieve or exceed the targeted water conservation goals mandated by Arlington. BWSC may utilize any water conservation measure, policy, or practice in order to achieve said water conservation goals demanded by Arlington. If at any period, Arlington implements Stage 2 water restrictions per its ordinance or policy and requires BWSC to achieve similar water conservation goals, BWSC shall be relieved of its obligation to pay the minimum monthly Volume Charge. Once the Stage 2 water restrictions imposed in the previous sentence are lifted or removed by Arlington, BWSC shall immediately be required to pay the minimum monthly Volume Charge. A failure to meet said water conservation measures by BWSC shall be considered a breach of this Agreement.
 - (c) Temporary Rationing.** Where an Emergency may dictate temporary conservation or rationing requirements for either Arlington or BWSC, either Party may implement any measures considered appropriate by it to alleviate the Emergency. If BWSC implements measures to alleviate an Emergency, BWSC shall notify Arlington in writing within five (5) days of implementing such measures. Action taken under this subsection does not relieve BWSC from its obligation to pay the minimum monthly Volume Charge.

- 7.4 Federal and State Laws.** This Agreement is subject to all applicable federal and state laws and any applicable permits, amendments, orders, or regulations of any state or federal governmental authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, order, rule or regulation in any forum having jurisdiction. BWSC agrees to abide by any changes in this Agreement made necessary by any new, amended, or revised state or federal regulation.
- 7.5 Support of Arlington on Permits and Governmental Agency Approvals.** BWSC shall use commercially reasonable efforts to support and assist Arlington in obtaining permits and approvals from governmental agencies in order to protect, repair, maintain, replace, add to, supplement and/or enlarge the Arlington Raw Water System and/or the Arlington Treated Water System. Such support and assistance shall include, but is not limited to: providing information to Arlington when requested by Arlington in order to facilitate any permit or approval; providing written and oral statements of support and assistance or testimony, information, and evidence if appropriate and if requested by Arlington in order to obtain any permit or approval; and taking reasonable action as may be appropriate to support and assist Arlington in obtaining any permit or approval.

ARTICLE 8

Term of Agreement and Extension

- 8.1 Term of Agreement.** Unless terminated as provided in this Agreement, this Agreement shall commence upon the Effective Date and shall remain in effect for a term of twenty (20) years with the ability subject to mutual agreement of the parties the ability to renew for two additional ten (10) year renewals. The parties must abide by Section 8.2 below to exercise both renewals.
- 8.2 Renewal of Agreement.**
- (a)** BWSC shall have the option to renew this Agreement for a quantity of water and at a rate as may be mutually agreed in writing by the Parties. In the absence of renewal, and except as specifically provided to the contrary, this Agreement and the obligations of the Agreement shall end on the Expiration Date. BWSC expressly acknowledges that it has no right or entitlement to Raw Water or Treated Water from Arlington after the expiration of this Agreement except to the extent that this Agreement is renewed as provided herein.
 - (b)** BWSC is required to give notice of its intent to terminate or not renew this Agreement, at least two (2) years prior to the Expiration Date. Arlington and BWSC expressly agree that BWSC's failure to provide notice of intent to terminate on or before two (2) years prior to the Expiration Date of this Agreement shall constitute BWSC's determination to renew.
 - (c)** If this Agreement is not renewed, after expiration of this Agreement, BWSC shall nonetheless pay Arlington for all Volume Charges for Treated Water delivered pursuant to this Agreement, along with all applicable Charges,

including Late Fees due under the terms of this Agreement plus an additional fifty percent (50%) of the Volume Charge each month..

ARTICLE 9 Termination and Default

- 9.1 Termination by Mutual Consent.** This Agreement may be terminated in whole or in part by the mutual written consent of BWSC and Arlington. In the event of termination of this Agreement by such mutual consent, the Parties shall make no claim of any kind whatsoever against each other, its agents or representatives, by reason of such termination or any act incident thereto. If the Parties agree to terminate this Agreement, BWSC shall nonetheless pay Arlington for all Volume Charges for Treated Water delivered prior to the termination of this Agreement, along with all penalties such as Late Fees under the terms of this Agreement. The provisions of this section, Article Five, and other provisions providing for rights and duties of the Parties after delivery of and payment for water, survive termination of this Agreement.
- 9.2 Default.** In the event a Party is in default under the terms of this Agreement, the non-defaulting Party shall give written notice of such default. If the default is not cured after the expiration of thirty (30) days after the receipt of such written notification, the non-defaulting Party may terminate this Agreement.
- (a) If Arlington terminates this Agreement, BWSC shall nonetheless pay Arlington for all Volume Charges for Treated Water delivered prior to the termination of this Agreement, along with all applicable Late Fees under the terms of this Agreement, and shall be obligated to pay said charges during the time BWSC is in default prior to termination. The provisions of this subsection survive termination of this Agreement.
- (b) In the event of termination of this Agreement under this Section 9.2, all rights, powers, and privileges of BWSC hereunder shall cease and terminate. BWSC shall make no claim of any kind whatsoever against Arlington, its agents or representatives, by reason of such termination or any act incident thereto, provided Arlington acted reasonably and such termination was not unreasonable, arbitrary, and capricious. The provisions of this subsection survive termination of this Agreement.

ARTICLE 10 Force Majeure

- 10.1 Definition.** The term *Force Majeure* as used herein shall mean a cause or causes beyond the reasonable control of the Party claiming *Force Majeure*, and shall include but not be limited to natural disasters, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the United States of America or the State of Texas or any civil or military authority, insurrections, riots, epidemics, lightning, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions and breakage or accidents to machinery, pipelines, or facilities; however, lockouts shall be entirely within the discretion of the Party having the difficulty, and the above requirement that any *Force*

Majeure shall be remedied with all dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing Party or Parties when such settlement is unfavorable in the judgment of the Party having the difficulty.

- 10.2 Notice; Suspension of Obligations.** By reason of Force Majeure, if any Party hereto shall be rendered partially or wholly unable to carry out its obligations under this Agreement, then such Party shall give notice in writing of such Force Majeure to the other Party within a reasonable time after occurrence of the event or cause relied on, so far as it is affected by such Force Majeure. Monthly Demand Charges for services actually received from Arlington hereunder, shall be suspended during the continuance of the inability then claimed, and such Party shall endeavor to remove or overcome such inability with all commercially reasonable dispatch; and until such inability has been removed, no Party shall be deemed to be in default of this Agreement. BWSC shall have no minimum monthly requirement to take or pay for water, and Arlington shall have no duty to deliver water, during the time in which such Force Majeure affects the Party's ability to perform under this Agreement.

ARTICLE 11

Ownership, Liability, Indemnification, and Insurance

- 11.1 Responsibility for Damages for Water.** Arlington shall be the owner of and responsible for the Treated Water only to the Delivery Point(s). After the Treated Water has passed through the Delivery Point(s), it becomes the property and responsibility of BWSC. Unless otherwise provided in this Agreement, responsibility for damages arising from the improper treatment, transportation, and delivery of all Treated Water provided under this Agreement shall remain with Arlington to the Delivery Point(s). Upon passing through the Delivery Point(s), liability for all damages arising from improper transportation and delivery of the Treated Water after it leaves the Arlington system shall pass to BWSC, unless such damages are determined to have been caused by Arlington's use of BWSC's system under Article 6.4. Arlington's sole responsibility is to provide to BWSC at the Delivery Point(s) potable water meeting the minimum quality requirements for human consumption as prescribed by the TCEQ or appropriate governing agency. A new Exhibit A will be attached to this agreement upon the completion of construction if necessary to reflect any changes during the design and construction of the improvements.
- 11.2 Immunities under State Law.** Nothing in this Agreement shall be construed as waiving sovereign immunity or any other immunity that Arlington or BWSC may be entitled to under state or federal law.
- 11.3 Direct or Consequential Damages.** Neither Arlington nor BWSC shall be liable to the other for loss, either direct or consequential, arising out of damage to or destruction of the rights-of-way or the facilities thereon, when such loss is caused by an act of God or any of the periods that are included within or insured against by a form of property insurance. All such claims for any and all loss, however caused, hereby are waived. Said absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either Party or by any of their respective agents, servants, or employees.

11.4 Indirect or Consequential Damages. BWSC's or Arlington's liability, if any, to the other Party in contract or in tort under this Agreement specifically excludes any and all indirect or consequential damages that may arise from providing Water to BWSC or that may arise from the operation, maintenance, and management of the Arlington Raw Water System and the Arlington Treated Water System.

11.5 Waiver or Subrogation. It is the intention and agreement of both Parties that any insurance carriers involved shall not be entitled to subrogation under any circumstances against any Party to this Agreement. Neither Party shall have any interest or claim in the other's insurance policy or policies, or in the proceeds thereof, unless specifically covered therein as an additional insured.

ARTICLE 12 Dispute Resolution

12.1 Non-binding mediation. Each Party agrees that prior to filing a lawsuit or an administrative complaint with a regulatory agency on an issue related to the terms of this Agreement or otherwise related to water supply in lieu of this Agreement, the Party will submit the dispute to non-binding mediation. This provision survives termination of this Agreement.

ARTICLE 13 Notice

13.1 Manner of Giving Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply, advice, approval or consent herein provided or permitted to be given, made, or accepted by either Party to the other, must be in writing and may be given or be served by depositing the same in the United States Mail postpaid and registered or certified and addressed to the Party to be notified with return receipt requested, or by delivering the same to the Mayor/City Manager or Chief Executive Office, or by prepaid telegram, when appropriate, addressed to the Party to be notified. Any such matter deposited in the mail in the manner hereinabove described shall become exclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the earlier of actual receipt of notice or the expiration of four (4) days after it is so deposited. Any such notice given in any other manner shall be effective only if and when received by the Party to be notified.

Notice to Arlington.

City Manager
City of Arlington
101 W Abram St
Arlington, Texas 76010

- 14.7 Assignment.** This Agreement shall not be assignable by either Party without the prior written consent of the other Party nor in contravention of any other provisions contained herein.
- 14.8 Benefits.** This Agreement shall bind and the benefits thereof shall inure to the respective Parties hereto, their heirs, legal representative, executors, administrators, successors, and assigns. This Agreement shall not be construed as creating any rights in any third party or any duty to any third party.
- 14.9 Multiple Copies.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.
- 14.10 Deadlines.** To the extent that the date for any payment or notice due hereunder by either Party shall fall on a Day that is not a Business Day, such deadline for payment or notice, as the case may be, shall be automatically extended to the next following Business Day.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized as of the date signed.

Executed this _____ day of _____ 2015.

City of Arlington

BY: _____ Date _____

ATTEST

APPROVED AS TO FORM:
City Attorney

By _____
Mary W. Supino, City Secretary

By: _____

Bethesda Water Supply Corporation

Melvin Allen

Date 11/17/15

ATTEST

By 
Board Secretary

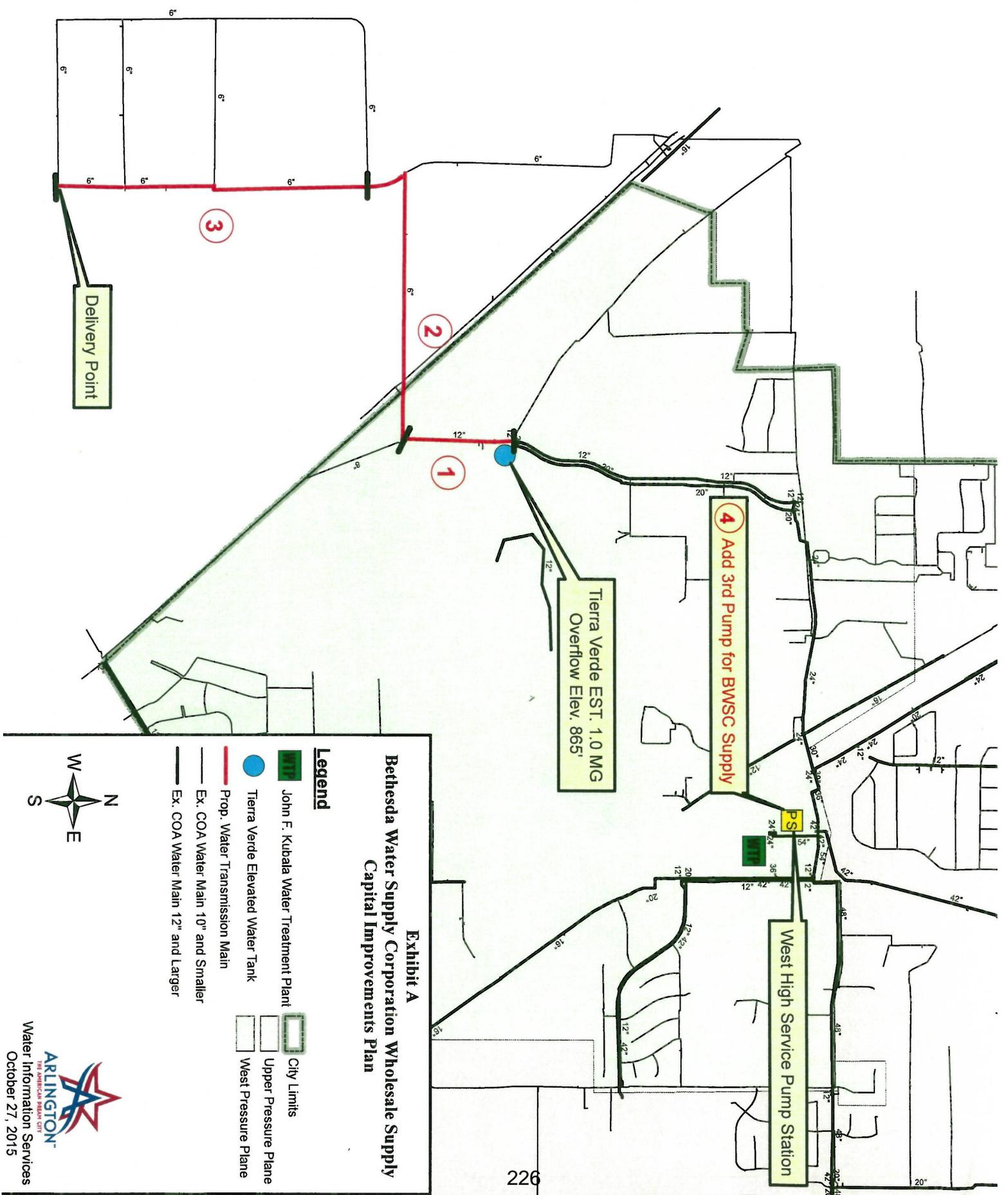


Exhibit A
Bethesda Water Supply Corporation Wholesale Supply
Capital Improvements Plan

- Legend**
- City Limits
 - John F. Kubala Water Treatment Plant
 - Terra Verde Elevated Water Tank
 - Prop. Water Transmission Main
 - Ex. COA Water Main 10" and Smaller
 - Ex. COA Water Main 12" and Larger
 - Upper Pressure Plane
 - West Pressure Plane



EXHIBIT B

Pro-rata funding correlated to water line routing and pump upgrade depicted in Exhibit A.

Section	Description / Diameter	Approx. Length (ft)	Arlington Cost Share	Bethesda Cost Share
1	0" - 20"	1,500	0%	100%
	20" - 24"		50%	50%
2	0" - 24"	3,800	50%	50%
3	0" - 20"	4,200	0%	100%
	20" - 24"		50%	50%
4	Pump Upgrade	-	0%	100%

Resolution No. _____

A resolution authorizing the execution of an Interlocal Agreement with the Bethesda Water Supply Corporation for the sale and delivery of treated water

WHEREAS, Arlington is a home rule municipality operating under and governed by the laws and Constitution of the State of Texas, with its corporate limits and extraterritorial jurisdiction extending in portions of Ellis County, Johnson County, and Tarrant County, Texas; and

WHEREAS, Bethesda Water Supply Corporation is a nonprofit water supply corporation operating under and governed by the laws and Constitution of the State of Texas, with its right to operate within portions of Tarrant County and Johnson County, Texas; and

WHEREAS, Arlington is authorized to sell water outside its corporate boundaries; and

WHEREAS, the governing bodies of each entity believe that this Agreement is necessary for the benefit of the public and that each party has the legal authority to perform its obligations under this Agreement; NOW THEREFORE

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

I.

That the City Manager or his designee is hereby authorized to execute an Interlocal Agreement with the Bethesda Water Supply Corporation for the sale and delivery of treated water. The Bethesda Water Supply Corporation will be funding all infrastructure costs associated with the provision of treated water.

II.

A substantial copy of the Interlocal Agreement is attached hereto and incorporated herein for all intents and purposes.

PRESENTED AND PASSED on this the ____ day of _____, 2015, by a vote of ____ ayes and ____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

W. JEFF WILLIAMS, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY Eddie Marten



Staff Report

CJD Body-Worn Camera Program Grant Application	
City Council Meeting Date: 12-1-15	Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution authorizing to submit a preliminary application to the Office of the Governor Criminal Justice Division (CJD) for implementation of a department body-worn camera program. This application does not presume future Council action but allows the city to preserve all possible funding options should the city pursue implementing a body-worn camera program following the current body-worn camera pilot project.

PRIOR BOARD OR COUNCIL ACTION

The City Council authorized the release of a RFP to conduct a pilot project to test body-worn cameras and make an operating recommendation for future use on June 16, 2015 via Resolution #15-126.

ANALYSIS

The purpose of this action is to preserve the City's opportunity to maximize a possible grant and not commit to implementing a body-worn camera program. The Police Department is approximately 45 days into its approved pilot program, which is scheduled for completion and analysis in the 2nd Quarter.

Concurrently, the Governor's Office has announced a multi-phase grant program to assist local law enforcement agencies in implementing body-worn camera programs. Awards are restricted to the cost of body-worn cameras, digital video storage, and retrieval systems or services. It is anticipated that up to \$10 million may be funded under this announcement. CJD funding for this project will not recur in 2016 and 2017.

Applicants are required to complete a preliminary application. CJD will then make preliminary funding decisions and notify each applicant. Selected applicants may complete a final grant application to receive those funds if all required conditions are met. The proposed timeline is:

Preliminary applications submitted: December 7, 2015

Notice of funding decisions: January 19, 2016

Final date to submit a final application: July 15, 2016

Earliest grantee start date: March 1, 2016

If approved, any award would be factored into the City's budget process and final program recommendations submitted for City Council review.

FINANCIAL IMPACT

Grantees must provide matching funds equal to 25% of any CJD award amount.

ADDITIONAL INFORMATION

Attached:	Resolution
Under separate cover:	None
Available in the City Secretary's office:	None

STAFF CONTACT(S)

Will Johnson
Police Chief
817-459-5702
Will.Johnson@arlingtontx.gov

Steve Evans
Management Services Director
817-459-5321
Steve.Evans@arlingtontx.gov

Resolution No. _____

A resolution authorizing the submission of a preliminary application to the Criminal Justice Division of the Office of the Governor for funding assistance for implementation of a body-worn camera program

WHEREAS, the Police Department desires to preserve the City's opportunity to maximize a possible grant; and

WHEREAS, the Governor's Office has announced a multi-phase grant program to assist local law enforcement agencies in implementing body-worn camera programs; and

WHEREAS, the Criminal Justice Department funding for this project will not recur in 2016 and 2017; and

WHEREAS, applicants are required to submit a preliminary application by December 7, 2015; and

WHEREAS, submission of a preliminary application does not commit the City to implement a body-worn camera program; NOW THEREFORE

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

I.

That the Deputy City Manager is hereby authorized to submit a preliminary application to the Criminal Justice Division of the Office of the Governor for funding assistance for implementation of a body-worn camera program. If a grant is awarded and accepted, a 25% match is required from the City.

II.

Further, the Deputy City Manager is hereby authorized to administer to all matters relating to such preliminary application and to execute all necessary documents relative to the preliminary application.

PRESENTED AND PASSED on this the _____ day of _____, 2015, 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 WJ Pu

Staff Report



Approval to Execute Handitran FY 2014 FTA Grant Award Funds

City Council Meeting Date: 12/1/2015

Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution authorizing the City Manager, or his designee, to execute documents related to the drawing down of FY 2014 Federal Transit Administration (FTA) grant award funds for Handitran.

PRIOR BOARD OR COUNCIL ACTION

None.

ANALYSIS

FTA offers capital funding reimbursements for agencies such as Handitran that provide transportation services to the elderly and disabled. Capital funding reimbursements are available under Section 5307 of the Moving Ahead for Progress in the 21st Century Act (MAP-21). Operational funding reimbursements are available through the North Central Texas Council of Governments (NCTCOG) via FTA Section 5310 transportation funds for elderly and disabled persons. Texas Department of Transportation (TxDOT) operational funding reimbursements are included in this grant. MAP-21 legislation requires City of Arlington to:

- Provide demand response services exclusively for elderly and/or persons with disabilities,
- Directly operate less than 20 demand responsive vehicles,
- Provide service in an urbanized area with a population of more than 200,000,
- Not provide a fixed route service,
- Provide a demand response service that is not an Americans with Disabilities Act paratransit service complementary to a fixed route service, and
- Obtain concurrence of the local Metropolitan Planning Organization (the North Central Texas Council of Governments) for funding related to Handitran

FINANCIAL IMPACT

The total grant budgeted cost of the Handitran service for FY 2014 is \$2,689,634. The federal share is \$1,760,305 and TxDOT share is \$238,865, and the City of Arlington share is \$690,464. Funds for the City's share are available in the General Fund account 100049632.

ADDITIONAL INFORMATION

Attached:	Resolution
Under separate cover:	None
Available in the City Manager's office:	None

STAFF CONTACT(S)

Gilbert Perales	Bob Johnson
Deputy City Manager	Transit Manager
817-459-6111	817-459-5390
gilbert.perales@arlingtontx.gov	bob.johnson@arlingtontx.gov

Resolution No. _____

A resolution authorizing the drawing down of funds provided by the Federal Transit Administration for funding assistance during FY 2014 for capital and operating expenses for Handitran and authorizing the execution of documents relative to the drawing down of such grant funds

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

I.

That the City Manager or his designee is hereby authorized to draw down funds provided by the Federal Transit Administration, for funding assistance during FY 2014 for the Special Transportation Service for the City of Arlington (Handitran). The federal share is \$1,760,305 and the TxDOT share is \$238,865. The City's share for FY 2014 is \$690,464. Funds for the City's share are available in the General Fund account 100049632.

II.

Further, the City Manager or his designee is authorized to furnish such information as the U. S. Department of Transportation may require in connection with the application for this program of projects and budget.

III.

Further, the City Manager or his designee is authorized to execute all grant and contract documents, certifications, assurances and other instruments necessary to draw down the referenced grant funds.

PRESENTED AND PASSED on this the _____ day of _____, 2015, 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



Approval to Execute Handitran FY 2015 FTA Grant Award Funds

City Council Meeting Date: 12/1/2015

Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution authorizing the City Manager, or his designee, to execute documents related to the drawing down of FY 2015 Federal Transit Administration (FTA) grant award funds for Handitran and MAX commuter bus service.

PRIOR BOARD OR COUNCIL ACTION

None.

ANALYSIS

FTA offers capital funding reimbursements for agencies such as Handitran that provide transportation services to the elderly and disabled. Capital funding reimbursements are available under Section 5307 of the Moving Ahead for Progress in the 21st Century Act (MAP-21). Operational funding reimbursements are available through the North Central Texas Council of Governments (NCTCOG) via FTA Section 5310 transportation funds for elderly and disabled persons. Texas Department of Transportation (TxDOT) operational funding reimbursements are included in this grant. MAP-21 legislation requires City of Arlington to:

- Provide demand response services exclusively for elderly and/or persons with disabilities,
- Directly operate less than 20 demand responsive vehicles,
- Provide service in an urbanized area with a population of more than 200,000,
- Not provide a fixed route service,
- Provide a demand response service that is not an Americans with Disabilities Act paratransit service complementary to a fixed route service, and
- Obtain concurrence of the local Metropolitan Planning Organization (the North Central Texas Council of Governments) for funding related to Handitran

FINANCIAL IMPACT

The total grant budgeted cost of the Handitran service for FY 2015 is \$3,965,123. The federal share is \$2,910,305 and TxDOT share is \$224,749, and the City of Arlington share is \$830,069. Funds for the City's share are available in the General Fund account 100049632.

ADDITIONAL INFORMATION

Attached:	Resolution
Under separate cover:	None
Available in the City Manager's office:	None

STAFF CONTACT(S)

Gilbert Perales	Bob Johnson
Deputy City Manager	Transit Manager
817-459-6111	817-459-5390
gilbert.perales@arlingtontx.gov	bob.johnson@arlingtontx.gov

Resolution No. _____

A resolution authorizing the drawing down of funds provided by the Federal Transit Administration for funding assistance during FY 2015 for capital and operating expenses for Handitran and MAX commuter bus service and authorizing the execution of documents relative to the drawing down of such grant funds

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

I.

That the City Manager or his designee is hereby authorized to draw down funds provided by the Federal Transit Administration, for funding assistance during FY 2015 for the Special Transportation Service for the City of Arlington (Handitran) and the MAX commuter bus service. The federal share is \$2,910,305 and the TxDOT share is \$224,749. The City's share for FY 2015 is \$830,069. Funds for the City's share are available in the General Fund account 100049632.

II.

Further, the City Manager or his designee is authorized to furnish such information as the U. S. Department of Transportation may require in connection with the application for this program of projects and budget.

III.

Further, the City Manager or his designee is authorized to execute all grant and contract documents, certifications, assurances and other instruments necessary to draw down the referenced grant funds.

PRESENTED AND PASSED on this the _____ day of _____, 2015, 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



Variance Appeal to the Alcohol Distance Requirements of the "Occupation Taxes" Chapter – AV15-1	
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City Council Meeting Date: 12-1-15	Document Being Considered: Resolution
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RECOMMENDATION

Following the public hearing, consider a resolution authorizing a variance to the distance requirements of the "Occupation Taxes and Licenses" Chapter of the Code of the City of Arlington, relative to allowing the sale of alcoholic beverages within three hundred feet (300') of a church, public school, public hospital, or a private school.

PRIOR BOARD OR COUNCIL ACTION

None

ANALYSIS

The "Occupation Taxes and Licenses" Chapter requires that sale of alcoholic beverages shall not be within 300' of a church, public or private school, and public hospital. It also allows a variance appeal process if the application has been denied on the context of not meeting this minimum distance requirement.

The subject site is located approximately ninety feet (90') from Wimbish Elementary School. Per the ordinance, the measurement of the distance between the place of business where alcoholic beverages are sold and a public school shall be in a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections.

The City of Arlington denied a recent request by Hawk's Pantry Convenience Store #8 for an alcohol license, because the site does not meet the minimum distance requirement from a public school. On October 9, 2015, Hawk's Pantry submitted an application requesting City Council to grant a variance to the minimum distance requirement.

Following is the background history of the subject site, related to alcohol license permits:

- Since July 25, 1986, Exxon operated a gasoline sales service station and a convenience store at this site.
- On September 13, 2011, 7-Eleven Convenience Store #35423 applied for an alcohol license and the City approved it stating it met the pre-qualification criteria. At that time, the City's Code required a minimum distance of one hundred feet (100') from a public school. However, recent field verification suggests approximately 85-feet of distance from the subject site's property line to the property line of Wimbish Elementary school. The license was issued by Texas Alcoholic Beverage Commission (TABC) on January 17, 2012.
- On November 11, 2013, Hawk's Pantry #8 took over the business and applied for an Alcoholic Beverage License for the sale of wine and beer for off-premise consumption. The license was issued by TABC on October 29, 2013.
- On January 21, 2014, City Council approved an amendment to, the Occupation Taxes and License Chapter of the Code of Ordinances such that the 100' minimum distance requirement was increased to 300'.

- A new application was triggered due to a name change in corporate entity/change in ownership from Hawk's Food Management Service, Inc. to Hawk's Pantry Inc. City staff measured the distance from school property and found that it does not meet the 300' minimum required distance.

The applicant, Mr. Haque, is now requesting consideration for a variance to allow the sale of alcohol for off-premise consumption. Approval by the Texas Alcohol Beverage Commission will be required prior to any sale of alcohol.

On November 19, 2015, property owners within 300 feet of the proposed Hawk's Pantry were notified of the public hearing, via regular United States mail. The City has not received any comments from adjacent property owners or Wimbish Elementary School at this time.

Per Section 1.04.F of the "Occupation Taxes" Chapter, the Council may allow a variance if it determines that the enforcement of the regulation in a particular instance is not in the best interests of the public, constitutes waste or inefficient use of land or other resources, creates an undue hardship on the applicant for a license or permit, does not serve its intended purpose, or is not effective or necessary, or that a previous permit was issued for the premises in error and enforcement of the regulation would be inequitable, or for any other reason the City Council determines, after consideration of the health, safety and welfare of the public and the equities of the situation, that the variance is in the best interest of the community.

FINANCIAL IMPACT

None

ADDITIONAL INFORMATION

Attached:	Resolution Location Map Application
Under separate cover:	None
Available in the City Manager's Office:	None

STAFF CONTACTS

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

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

Resolution No.

A resolution authorizing a variance to the distance requirements for the sale of alcohol for off-premise consumption at Hawk's Pantry, located at 1606 West Randol Mill Road, Arlington, Texas, pursuant to Section 1.04 of the Occupation Taxes Chapter of the Code of the City of Arlington

WHEREAS, the owner of Hawks Pantry, located at 1606 West Randol Mill Road, requested a variance to the distance requirements for the sale of alcoholic beverages for off-premise consumption at that location; and

WHEREAS, a public hearing has been held for which notice has been given to owners of property within three hundred feet of the business. The notice was sent via regular United States mail not less than ten days before the date of the hearing to all such owners who have rendered their property for City taxes as the ownership appears on the last approved City tax roll; and

WHEREAS, the Arlington City Council has determined after consideration of the health, safety and welfare of the public and the equities of the situation that the variance is in the best interest of the community; and

WHEREAS, the Arlington City Council has determined that the enforcement of the regulation in this particular instance is not in the best interests of the public, constitutes waste or inefficient use of land or other resources, creates an undue hardship on the applicant for a license or permit, does not serve its intended purpose, or is not effective or necessary, or that a previous permit was issued for the premises in error and enforcement of the regulation would be inequitable; NOW THEREFORE,

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

I.

That the City of Arlington hereby authorizes a variance to the alcohol distance rules of the Occupation Taxes Chapter of the Code of the City of Arlington for Hawks Pantry, located at 1606 West Randol Mill Road, said property is now authorized to be permitted for the sale of alcoholic beverages for off-premise consumption within three hundred feet of a church, public school, public hospital, or a private school that offers a course of instruction for students in one or more grades from kindergarten through grade 12 and which has more than 100 students enrolled and attending courses at the location in question.

PRESENTED AND PASSED on this the ___ day of **December, 2015**, by a vote of _____ **ayes** and _____ **nays** at a regular meeting of the City Council of the City of Arlington, Texas.

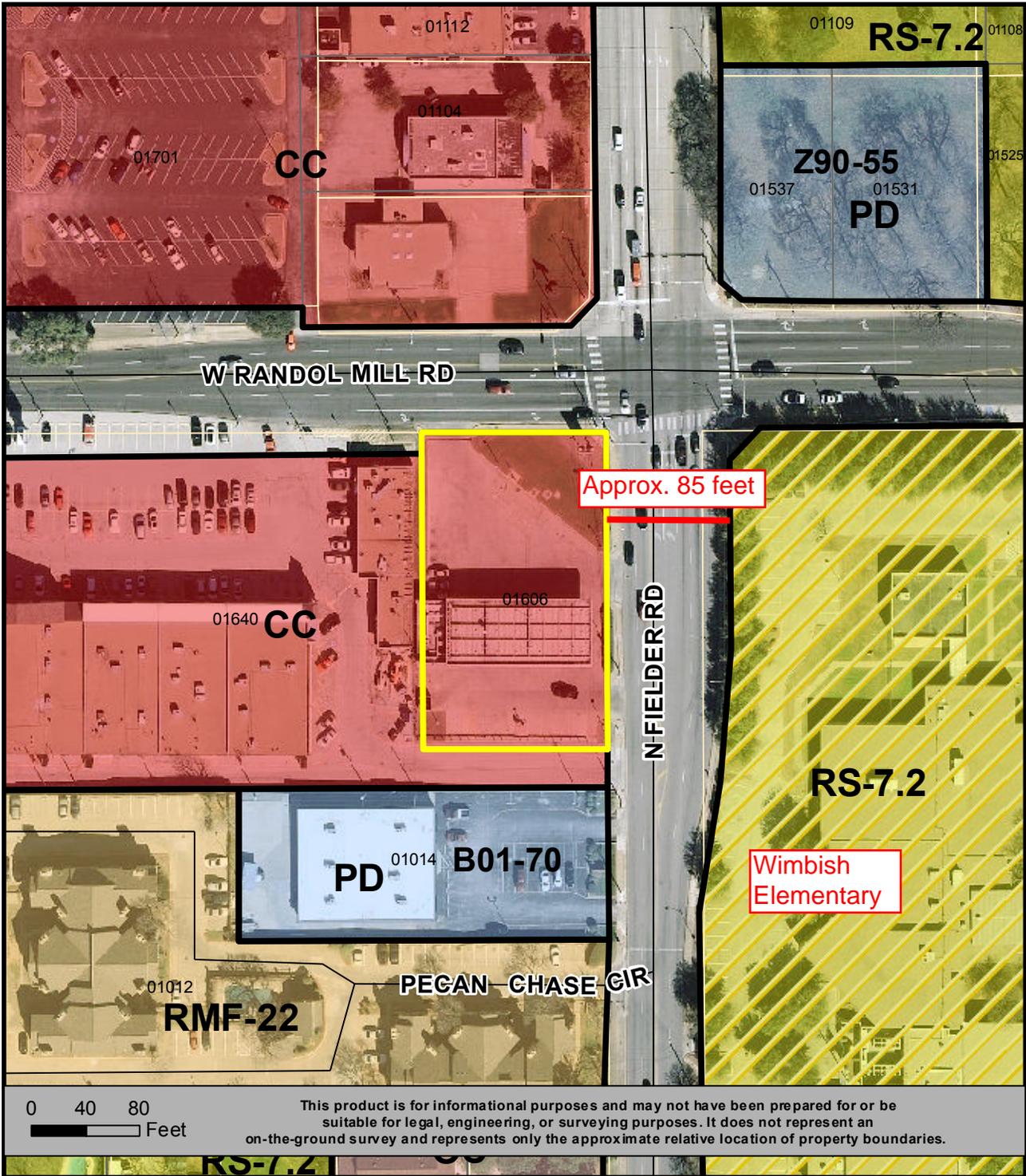
W. JEFF WILLIAMS, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY _____



**LOCATION MAP
AV15-1**

ALCOHOL DISTANCE VARIANCE REQUEST



GRIFFITH & JOHNSON, PLLC
ATTORNEYS AT LAW
101 EAST PARK BLVD., SUITE 600
PLANO, TEXAS 75074
FAX 214 548 4095

Timothy E. Griffith
Attorney at Law
Phone 214 585 2383
Grlaw92@gmail.com

Staci S. Johnson
Attorney at Law
Phone 469 288 6161
staci.johnson@outlook.com

15 OCT -9 AM 11:12

RECEIVED--BI

October 9, 2015

√ City Secretary and/or Community Development and Planning
City of Arlington
101 West Abram Street
Arlington, Texas 76010
Hand Delivery

RE: Hawk's Pantry 8, Convenience Store
1606 W. Randol Mill Road, Arlington, Texas 76012
Denial of application for liquor license of 9-24-15 and request for variance

Dear Sir or Madam:

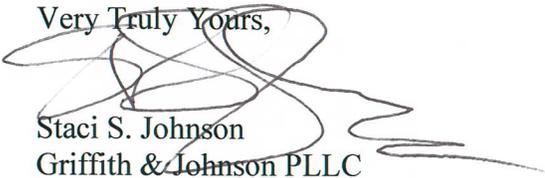
The law firm of Griffith and Johnson PLLC represents Hawk's Pantry 8 in connection with the denial of its application for liquor license by the City of Arlington and Alcohol Distance Appeal Application/application for variance. The required application, together with the check for requisite fee of \$1,000.00, are enclosed.

Please address all further communications regarding this matter to Tim Griffith or Staci Johnson.

Should you have any questions, please feel free to contact me or Tim Griffith.

Thank you for your attention to this matter.

Very Truly Yours,



Staci S. Johnson
Griffith & Johnson PLLC
Attorneys for Applicant

Enclosures: Application (5 pages)
Fee



RECEIVED-BI
15 OCT - 9 AM 11:13

Request to the City Council

Alcohol Distance Appeal Application

Applicant's Name (Print) Khawaja Haque (Sign) *Khawaja Haque*

Name of Business: Hawk's Pantry Inc. d/b/a Hawk's Pantry #8

Street Address: 1606 W. Randol Mill Road City: Arlington Zip Code: 76012
Lot 3B Warnell Ed. City of Arlington Vol. 388-46, P.767 of Tarrant Cty, Plat Records.

Legal Description: Easement Estate Vol. 4135 P 508 Blk/Ab: _____ Lot/Tr: _____

Phone No.: 817-235-2769 Fax No.: _____ Email: Hawksfood@yahoo.com

Location: 1606 W. Randol Mill Rd., Arlington, Texas 76012

From: (Required Setback) NA To: (Required Setback) NA

Reason for ~~set~~back appeal: City alleges location located within 300 feet of public school.

Have you contacted the church, public school, private school, public hospital, day care or child care? Yes ___ No x Describe the outcome: _____

Requirements for alcohol distance appeal:

- Alcohol Beverage License Request Application
- Processing time is approximately three (3) weeks and the request will be heard at the appropriate City Council hearing which is held on Tuesdays.
- Staff will notify all property owners within a 300-foot buffer of the subject property.

Application Fee	Acct.	Received	Receipt No.	Case No.
\$1,000.00 By: _____	0213	Date: _____	_____	_____

Community Development and Planning
City of Arlington ★ 101 West Abram Street ★ Arlington, Texas 76010
817.459.6602 ★ Fax 817.459.6665



RECEIVED--BI
15 OCT -9 AM 11: 13

Request to the City Council

Alcohol Distance Appeal Application

The "Occupations Taxes" Chapter of the Code of the City of Arlington, Section 1.04. H. 1. indicates that the City Council considers the following in reviewing the application for the variance. Describe how your request addresses the following.

1) The enforcement of the regulation in this particular instance is not in the best interests of the public
See attached.

2) Constitutes waste or inefficient use of land or other resources
See attached.

3) Creates an undue hardship on the applicant for a license or permit
See attached.

4) Does not serve its intended purpose, or is not effective or necessary, or that a previous permit was issued for the premises in error and enforcement of the regulation would be inequitable
See attached.

Community Development and Planning
City of Arlington ★ 101 West Abram Street ★ Arlington, Texas 76010
817.459.6602 ★ Fax 817.459.6665

ALCOHOL DISTANCE APPEAL APPLICATION

RESPONSES

- 1) The enforcement of the regulation in this particular instance is not in the best interest of the public.

RESPONSE:

The best interest of the public is not served by the enforcement of this regulation. Alcohol sales for off premise consumption have occurred at this location, at least, since alcohol license BQ794796 was issued to 7-Eleven Company Inc. on 1-17-2012.

During this time there has not been a single violation of the Texas Alcoholic Beverage Code alleged at this location, including but not limited to sales to minors, and despite of the proximity of the location to a school. Nor have any complaints been received at the location by members of the community, school officials or city officials including the police.

Enforcement of this provision reduces the income generated by the premise. And it reduces taxes and fees, some of which run to the City, which are generated by allowing such sales. It also greatly reduces the value of the property. And it reduces the marketability of the property.

Finally, it creates an unnecessary inconvenience to customers in the neighboring community who patronize the premise. And it creates the potential for redirection of income generated by these sales to areas outside the immediate community.

- 2) Constitutes waste or inefficient use of land or other resources.

RESPONSE:

The value and marketability of the property are greatly reduced by eliminating the sale of alcohol at this location. This is particularly true in light of the lengthy history of allowing such sales at the premise and the development of a customer base.

3) Creates an undue hardship on the applicant for a license or permit.

RESPONSE:

At the time of its most recent transfer, the premise was permitted to sell alcohol for off premise consumption. This demonstrated that the premise was subject to such licensure. Additionally, representations were made by the seller that such sales were grandfathered and the premise was appropriate for further permitting. This status was included in the determination of the price paid for the property as well as in the decision to purchase the property. But for the ability to sell alcohol for off premise consumption, the property would not have been purchased.

The premises was previously given a variance under a different owner: 7-Eleven Beverage Company Inc. d/b/a 7-Eleven Convenience Store #35423 and which operated under a beer license numbered BQ794796 from January 2012 to January 2014.

4) Does not serve its intended purpose, or is not effective or necessary, or that a previous permit was issued for the premises in error and enforcement of the regulation would be inequitable.

RESPONSE:

The purpose of this regulation is to prevent sale of alcohol to minors. Enforcement of this regulation is unnecessary in this case for reason that the premise has a long history of alcohol sales without any problems involving sales to minors.

The premises was previously given a variance under a different owner: 7-Eleven Beverage Company Inc. d/b/a 7-Eleven Convenience Store #35423 and

City of Arlington

REG-RECEIPT: 7355-35767

CASHIER ID: GARZAK

Oct 09, 2015

Date Printed: Oct 09, 2015 11:12 AM

CD&P Alcohol Distance Appeal \$1,000.00

SubTotal \$1,000.00
GST \$0.00
PST \$0.00
TOTAL DUE \$1,000.00

RECEIVED FROM:

HAWK'S PANTRY - STACY

CHECK

CHECK #5592

\$1,000.00

TOTAL TENDERED \$1,000.00

CHANGE DUE \$0.00

Staff Report



Ordinance Granting Gas Franchise to Atmos Energy Corporation	
City Council Meeting Date: 12-01-15	Document Being Considered: Ordinance

RECOMMENDATION

Approve an ordinance granting a gas franchise to Atmos Energy Corporation.

PRIOR BOARD OR COUNCIL ACTION

On December 20, 2005, the Arlington City Council granted a ten year franchise to Atmos Energy Corporation to deliver and sell gas in the City of Arlington.

ANALYSIS

Atmos Energy Corporation was granted a ten year gas franchise by the Arlington City Council in 2005. The existing gas franchise expires December 31, 2015. Consequently, Atmos Energy Corporation is seeking a new gas franchise to deliver and sell gas within the City. City staff has been involved in negotiations over several months with representatives from Atmos Energy Corporation on a renewed Franchise Agreement.

Attached is the proposed Franchise Ordinance with Atmos Energy Corporation which upon adoption will be codified in Article III of the "Utilities" Chapter of the City Code. The Franchise Ordinance grants Atmos Energy Corporation the right to use and occupy the City rights-of-way for the purpose of delivering and selling gas within the City of Arlington. In return, Atmos will pay a franchise fee equivalent to five (5) percent of their gross revenues. The franchise agreement has a ten year term with two optional five-year renewals. First reading is scheduled on the Franchise Ordinance for December 1, 2015 with second reading scheduled for December 15, 2015. Upon passage of this Ordinance, Atmos has sixty (60) days to file its written acceptance of the Franchise Ordinance or the Ordinance will be rendered null and void.

FINANCIAL IMPACT

Under the new franchise agreement, the gas franchise will continue to be five percent of gross revenues as in past years. No additional financial impact is anticipated in future fiscal years.

ADDITIONAL INFORMATION

Attached:	Ordinance
Under Separate Cover:	None
Available in City Secretary's Office:	None

STAFF CONTACT(S)

Teris Solis City Attorney 817-459-6878 Teris.Solis@arlingtontx.gov	David Barber Assistant City Attorney 817-459-6878 David.Barber@arlingtontx.gov
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Ordinance No. _____

An ordinance amending the “Utilities” Chapter of the Code of the City of Arlington, Texas, 1987, through the amendment of Article III, entitled Gas, by granting to Atmos Energy Corporation, a Texas and Virginia corporation, its successors and assigns, a franchise to furnish, transport and supply gas to the general public in the City of Arlington, Tarrant County, Texas, for the transporting, delivery, sale, and distribution of gas in, out of, and through said municipality for all purposes; providing for the payment of a fee or charge for the use of the streets, alleys, and public ways; repealing all previous Atmos Energy gas franchise ordinances; providing that it shall be in lieu of other fees and charges, excepting ad valorem taxes; prescribing the terms, conditions, obligations and limitations under which such franchise shall be exercised; providing this ordinance be cumulative; providing for severability; providing for governmental immunity; providing for injunctions; and providing an effective date

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

1.

That the “Utilities” Chapter of the Code of the City of Arlington, Texas, 1987, is hereby amended through the amendment of Article III, Gas, so that said article shall be and read as follows:

Section 3.01 Grant of Authority

- A. The City of Arlington, Texas, hereinafter called “City,” hereby grants to Atmos Energy Corporation, hereinafter called “Atmos Energy” or “Company,” its successors and assigns, privilege and license to use and occupy the present and future Public Rights-of-Way of the City for the purpose of laying, maintaining, constructing, protecting, operating, and replacing the System needed and necessary to deliver, transport and distribute gas in, out of, and through City and to sell gas to persons, firms, and corporations, including all the general public, within the City's corporate limits.
- B. Said privilege and license being granted by this Ordinance is for a term ending December 31, 2025. Unless written notice of its intent to renegotiate is provided by either the City or Atmos Energy at least 180 days prior to the expiration of any term, the franchise shall be extended for two (2) additional terms of five (5) years on the same terms and conditions as set forth herein.

- C. The provisions set forth in this Ordinance represent the terms and conditions under which the Company shall construct, operate, and maintain the System within the City, hereinafter sometimes referred to as the “Franchise.” In granting this Franchise, the City does not in any manner surrender or waive its regulatory or other rights and powers under and by virtue of the Constitution and statutes of the State of Texas as the same may be amended, nor any of its rights and powers under or by virtue of present or future generally applicable ordinances of the City. Company, by its acceptance of this Franchise, agrees that all such lawful regulatory powers and rights as the same may be from time to time vested in the City shall be in full force and effect and subject to the exercise thereof by the City at any time.

Section 3.02 Definitions

For the purposes of this Ordinance, the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory.

- A. “Affiliate” shall mean in relation to the Company, a Person that controls, is controlled by, or is under common control with the Company. As used in this definition, the term “control” means, with respect to a Person that is a corporation, the ownership, directly or indirectly, of more than 50% of the voting securities of such Person or, with respect to a Person that is not a corporation, the power to direct the management or policies of such Person, whether by operation of law, by contract or otherwise.
- B. “City” shall mean the City of Arlington, Texas.
- C. “Company” shall mean Atmos Energy Corporation, its successors and assigns, but does not include an Affiliate, which shall have no right or privilege granted hereunder except through succession or assignment in accordance with Section 3.06.
- D. “City Manager” means City's manager, or his or her designee.
- E. “Gross Revenues” shall mean:
- (1) all revenues received from the sale of gas to all classes of customers (excluding gas sold to another gas utility in City for resale to its customers within City) within the corporate limits of City;

- (2) all revenues received by Atmos Energy from the transportation of gas through the System of Atmos Energy within the City to customers located within the City (excluding any gas transported to another gas utility in City for resale to its customers within City);
 - (3) the value of gas transported by Atmos Energy for Transport Customers through the System of Atmos Energy within the City ("Third Party Sales") (excluding the value of any gas transported to another gas utility in City for resale to its customers within City), with the value of such gas to be established by utilizing Atmos Energy's monthly Weighted Average Cost of Gas charged to industrial customers in the Mid-Tex division, as reasonably near the time as the transportation service is performed; and
 - (4) "Gross Revenues" shall also include fees paid pursuant to this agreement, revenues billed but not ultimately collected or received by Company, and the following 'miscellaneous charges': charges to connect, disconnect, or reconnect gas, contributions in aid of construction, charges to handle returned checks from consumers within the City and State gross receipts fees.
 - (5) "Gross revenues" shall not include:
 - (a) the revenue of any affiliate or subsidiary of Atmos Energy;
 - (b) sales taxes;
 - (c) any interest or investment income earned by the Company; and
 - (d) all monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the City's Public Right-of-Way.
- F. "Person" shall mean any natural person, or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not, unless the context clearly intends otherwise, include the City or any employee, agent, servant, representative or official of the City.
- G. "Public Right-of-Way" shall mean public streets, alleys, highways, bridges, public easements, public places, public thoroughfares, grounds, and sidewalks of the City, as they now exist or may be hereafter constructed, opened, laid out or extended within the present limits of the City, or in such territory as may hereafter be added to, consolidated or annexed to the City.
- H. "System" or "System Facilities" shall mean all of the Company's pipes, pipelines, gas mains, laterals, feeders, regulators, meters, fixtures, connections, and all other appurtenant equipment used in or incident to providing delivery, transportation,

distribution, supply and sales of natural gas for heating, lighting, and power, located in the Public Right-of-Way within the corporate limits of the City.

- I. “Transport Customer” shall mean any Person for which Company transports gas through the System of Company within the City’s Public Rights-of-Way for delivery within the City (excluding other gas utilities in City who resell gas to their customers within the City).

Section 3.03 Effect of Other Municipal Franchise Ordinance Fees Accepted and Paid by Company

- A. If Company should at any time after the effective date of this Ordinance agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality, which municipal franchise ordinance determines the franchise fee owed to that municipality for the use of its Public Rights-of-Way in a manner that, if applied to the City, would result in a franchise fee greater than the amount otherwise due City under this Ordinance, then the franchise fee to be paid by Company to City pursuant to this Ordinance may, at the election of the City, be increased so that the amount due and to be paid is equal to the amount that would be due and payable to City were the franchise fee provisions of that other franchise ordinance applied to City.
- B. The City acknowledges that the exercise of this right is conditioned upon the City’s acceptance of all terms and conditions of the other municipal franchise *in toto*. The City may request waiver of certain terms and Company may grant, in its sole reasonable discretion, such waiver.

Section 3.04 Acceptance of Terms of Franchise

- A. The Company shall have sixty (60) days from and after the passage and approval of this Ordinance to file its written acceptance thereof with the City Secretary. If the Company does not file such written acceptance of this Franchise Ordinance, the Franchise Ordinance shall be rendered null and void. The effective date shall be determined in accordance with the requirements of Section 3.26. When this franchise ordinance becomes effective, all previous ordinances of City granting franchises for gas delivery purposes that were held by Company shall be automatically canceled and annulled, and shall be of no further force and effect except to the extent that payments due under the previous ordinance are required to be made after the effective date of this franchise ordinance.
- B. At 11:59 P.M. on December 31, 2025, ALL rights, franchises and privileges herein granted, unless they have already at that time ceased or been forfeited or extended in accordance with Section 3.01 or by mutual agreement while a new franchise is being negotiated, shall at once cease and terminate.

Section 3.05 No Third Party Beneficiaries

This Franchise is made for the exclusive benefit of the City and the Company, and nothing herein is intended to, or shall confer any right, claim, or benefit in favor of any third party.

Section 3.06 Successors and Assigns

No assignment or transfer of this Franchise shall be made, in whole or in part, except in the case of assignment or transfer to an Affiliate without approval of the City Council of the City. Written notice of said transfer or assignment to an Affiliate shall be provided to the City Manager. The City will grant such approval unless assignee is materially weaker than Company. For the purposes of this section, “materially weaker” means that the long term unsecured debt rating of the Assignee is less than investment grade as rated by both S&P and Moody’s. If the assignee is materially weaker, the City may request additional documents and information reasonably related to the transaction and the legal, financial, and technical qualifications of the assignee. The City will grant approval to a materially weaker proposed Assignee or Transferee unless withheld for good cause such as: (1) the failure of the proposed Assignee or Transferee to agree to comply with all provisions of this Ordinance and such additional conditions as the Council may prescribe in order to remedy existing conditions of non-compliance, and (2) the failure of the proposed Assignee or Transferee to provide assurances reasonably satisfactory to the Council of its qualifications, character, the effect of the Transfer and such other matters as the Council deems relevant. City agrees that said approval shall not be unreasonably withheld or delayed. Upon approval, the rights, privileges, and Franchise herein granted to Company shall extend to and include its successors and assigns. The terms, conditions, provisions, requirements and agreements contained in this Franchise shall be binding upon the successors and assigns of the Company.

Section 3.07 Compliance With Laws, Charter and Ordinances

This Franchise is granted subject to the laws of the United States of America and its regulatory agencies and commissions and the laws of the State of Texas, the Arlington City Charter, as amended, and all other generally applicable ordinances of the City of Arlington, not inconsistent herewith, including, but not limited to, ordinances regulating the use of Public Rights-of-Way.

Section 3.08 Previous Ordinances

When this Franchise becomes effective, all gas franchise ordinances and parts of franchise ordinances applicable to the Company or its predecessors in interest granted by the City of Arlington, Texas, are hereby repealed.

Section 3.09 Notices

Any notices required or desired to be given from one party to the other party to this Ordinance shall be in writing and shall be given and shall be deemed to have been served and received if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

CITY

City Manager
City of Arlington
P.O. Box 90231
101 E. Abram St.
Arlington, Texas
76004-3231

City Attorney
City of Arlington
P.O. Box 90231
101 S. Mesquite St.
Arlington, Texas 76004-3231

COMPANY

Manager of Public Affairs
Atmos Energy Corp.
Mid-Tex Division
1550 Tech Centre Pkwy.
Arlington, Texas 76014

Section 3.10 Paragraph Headings, Construction

The paragraph headings contained in this Ordinance are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the preparation of this Ordinance and this Ordinance shall not be construed either more or less strongly against or for either party.

Section 3.11 Conditions of Occupancy

- A. All construction and the work done by Company, and the operation of its business, under and by virtue of this Ordinance, shall be in conformance with the ordinances, rules and regulations now in force, including but not limited to the “Right-of-Way Management” Chapter and the Public Right-of-Way Permitting

and Construction Manual, and generally applicable ordinances not in conflict with this Franchise that may hereafter be adopted by the City, relating to the use of its Public Rights-of-Way. This Franchise agreement shall in no way affect or impair the rights, obligations or remedies of the parties under the Texas Utilities Code, or other state or federal Law.

- B. If the City believes that Company has failed to comply with any operational or maintenance standards as required by this Franchise Ordinance, City shall give the Company written notice of such failure to comply. Company shall have the opportunity to cure such failure during a period not to exceed five (5) working days from receipt of the written notice. If the Company fails to cure the alleged failure to comply within the prescribed time period, the Company's alleged failure to comply shall be heard at a public meeting of the City Council. The Company shall be given written notice of the public meeting no later than five (5) calendar days prior to the posting date of the agenda for the City Council meeting at which such alleged failure is scheduled to be considered by the Council. The notice to the Company shall include a list of the failures complained of. Company shall have an opportunity to address the Council at such public meeting. Commencing five (5) calendar days following the adoption of a resolution or an ordinance of the City that finds and determines a failure of Company to comply with operational or maintenance standards as required by this Franchise Ordinance, the City may elect to terminate this Franchise in accordance with Section 3.22.

Section 3.12 Relocation of Company Equipment

- A. Whenever by reason of widening or straightening of streets, water or sewer line projects, or any other public works projects in which beautification or accommodation of a private developer is not a primary purpose of the project (e.g., installing or improving storm drains, water lines, sewer lines, etc.), it shall be deemed necessary to remove, alter, change, adapt, or conform the underground or aboveground System Facilities of Company to another part of the Public Rights-of-Way, such alterations shall be made by Company at Company's expense in accordance with the Right-of-Way Management Chapter of the Code of the City of Arlington. Facilities are deemed to be in conflict to the extent that the proposed City facilities are determined by City to physically conflict with Company's facilities; or determined by Atmos Energy to be inconsistent with gas distribution industry standard safe operating practices for existing facilities. City agrees to use its best effort to provide Atmos Energy with its annual capital improvements plan as well as any material updates or changes within a reasonable time after they become available. City shall notify Atmos Energy as soon as reasonably possible of any projects that will affect Atmos Energy's facilities located in the Public Rights-of-Way. Atmos Energy shall not be required to relocate facilities to a depth of greater than four (4) feet unless a greater depth is necessary to avoid conflict with other facilities.

If Atmos Energy is required by City to remove or relocate its mains, laterals, or other facilities lying within Public Rights-of-Way for any reason other than the construction or reconstruction of sewers, drainage, water lines, streets or utilities, or any other public works projects in which beautification or accommodation of a private developer is not a primary purpose of the project, Atmos Energy shall be entitled to reimbursement from City or others of the cost and expense of such removal or relocation. When Atmos Energy is required to remove or relocate its mains, laterals or other facilities to accommodate construction by City without reimbursement from City, Atmos Energy shall have the right to seek recovery of relocation costs as provided for in applicable state and/or federal law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of Atmos Energy to seek or recover a surcharge from customers for the cost of relocation pursuant to applicable state and/or federal law. City shall not oppose recovery of relocation costs when Company is required by City to perform relocation. City shall not require that Company document request for reimbursement as a pre-condition to recovery of such relocation costs. Notwithstanding the foregoing, the City shall have the right to request other project documentation to the full extent provided by state law.

- B. If City abandons any Public Right-of-Way in which Company has facilities, such abandonment shall be conditioned on Company's right to maintain its use of the former Public Right-of-Way and on the obligation of the party to whom the Public Right-of-Way is abandoned to reimburse Company for all removal or relocation expenses if Company agrees to the removal or relocation of its facilities following abandonment of the Public Right-of-Way. If the party to whom the Public Right-of-Way is abandoned requests the Company to remove or relocate its facilities and Company agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Right-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

Section 3.13 Laying of Lines in Advance of Public Improvements

The City shall give written notice to the Company whenever the City shall decide to make any public improvements in any Public Right-of-Way in which mains and pipes already exist or in which Company may propose to lay its mains or pipes. The Company will be provided the opportunity, at no expense to the City, in advance of such public improvements, to renew such mains or pipes, if defective or inadequate in size, and to lay service lines, or renew same, if inadequate in size or defective, to the property lines where buildings are already located.

Section 3.14 Installation of Meters

If a meter is to be installed in or near the Public Rights-of-Way, Company agrees to discuss with the City the aesthetics of the meter placement. Meters shall not be placed within City sidewalks. If the City requires a meter upgrade, the Company will comply so long as the City reimburses the Company for the reasonable costs incurred by the Company in changing meters; provided, however, that in no event shall underground meters be required.

Section 3.15 Duty to Serve

- A. The Company hereby agrees that it will not arbitrarily refuse to provide service to any Person that it is economically feasible for the Company to serve. In the event that a Person is refused service, said Person may request a hearing before the City Council of the City or its designee, said hearing to be held within forty-five (45) days from the date of the request for hearing. The Council may order the Company to provide service or take any other action necessary to bring the Company into compliance with the intent of the Council in granting this Franchise, including the adoption of an ordinance or resolution in accordance with Section 3.15(B) or termination or forfeiture of the Franchise in accordance with Section 3.22. The Council shall render its opinion at its next regular meeting but in no event shall it be required to act in less than seven (7) days.
- B. Commencing five (5) calendar days following the adoption of a resolution or an ordinance of the City that finds and determines a failure of Company to comply with operational or maintenance standards as required by this Franchise Ordinance, the City may elect to terminate this Franchise in accordance with Section 3.22.

Section 3.16 Rates

Company shall furnish reasonably adequate service to the public at reasonable rates and charges therefore; and Company shall maintain its System in good order and condition. Such rates shall be established in accordance with all applicable statutes and ordinances. Company shall maintain on file with the City copies of its current tariffs, schedules or rates and charges, customer service provisions, and line extension policies. The rates and charges collected from its customers in the City shall be subject to revision and change by either the City or Company in the manner provided by law.

Section 3.17 Payments to the City

- A. In consideration of the privilege and license granted by City to Company to use and occupy the Public Rights-of-Way in the City for the conduct of its business,

Company, its successors and assigns, agrees to pay and City agrees to accept such franchise fees in the amount and manner described herein. Except as provided for in Section 3.17(B), such payments shall be made on a quarterly basis, on or before the forty-fifth (45th) day following the end of each calendar quarter. The franchise fee shall be a sum of money that shall be equivalent to five percent (5%) of the quarterly Gross Revenues, as defined in Section 3.02(E), for the preceding calendar quarter. The initial payment provided under this Franchise shall be due on or before May 15, 2016, based on the preceding calendar quarter (January 1 – March 31, 2016) and shall be for the right and privilege during the preceding calendar quarter (January 1 – March 31, 2016). Subsequent payments shall be made as follows during the term of the Franchise:

Payment Due	Based Upon and For Calendar Quarter
Feb. 15	Oct. 1 – Dec. 31
May 15	Jan. 1 – March 31
Aug. 15	April 1 – June 30
Nov. 15	July 1 – Sept. 30

The final payment under the initial term of this Franchise will be due on or before February 15, 2026 and will be for the calendar quarter October 1 – December 31, 2025.

- B. The franchise fee amounts based on “Contributions in Aid of Construction” (“CIAC”) shall be calculated on an annual calendar year basis, i.e., from January 1 through December 31 of each calendar year. The franchise fee amounts that are due based on CIAC shall be paid at least once annually on or before April 30 each year based on the total CIAC recorded during the preceding calendar year. The initial CIAC franchise fee payment will be due on or before April 30, 2016 and will be based on CIAC received from the effective date of this Ordinance through December 31, 2015. The final payment of franchise fee amounts based on CIAC will be April 30, 2026, for the calendar year ending December 31, 2025.

- C. It is also expressly agreed that the franchise fee payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charges (whether levied as a special or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals of whatsoever kind and character that City may now impose or hereafter levy and collect from Company or Company’s agents, excepting only the usual general or special ad valorem taxes that City is authorized to levy and impose upon real and personal property. Except however, Company’s separate obligation to reimburse the City for City’s reasonable rate case expenses and for street repairs in accordance with City’s ordinances are not affected by Company’s payment of franchise fees hereunder. Should City not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of occupation taxes, licenses, fees, street or alley rentals or charges, easements or

franchise taxes, then City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy Company's obligations, if any, to pay such occupation taxes, licenses, charges, fees or rentals.

- D. If the Company fails to pay when due any payment provided for in this Section, Company shall pay such amount plus interest at the current prime rate per annum from such due date until payment is received by City.
- E. **Company Recovery of Franchise Fees.** City agrees that (i) as a regulatory authority, it will adopt and approve the ordinance, rates, or tariff which provide for 100% recovery of such franchise fees as part of Company's rates; (ii) if City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of Company's franchise fees is an issue, City will take an affirmative position supporting 100% recovery of such franchise fees by Company; and (iii) in the event of an appeal of any such regulatory proceeding in which City has intervened, City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Company. City further agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Company.
- F. **Lease of Facilities Within City's Rights-of-Way.** Company shall have the right to lease, license or otherwise grant to a party other than Company the use of its Facilities within the City's Public Rights-of-Way provided: (i) Company first notifies the City of the name of the lessee, licensee or user, the type of service(s) intended to be provided through the Facilities, and the name and telephone number of a contact person associated with such lessee, licensee or user; and (ii) Company makes the franchise fee payment due on the revenues from such lease pursuant to Sections 3.17(A) and 3.17(B) of this Ordinance. This authority to lease Facilities within City's Rights-of-Way shall not affect any such lessee, licensee or user's obligation, if any, to pay franchise fees, access line fees, or similar Public Right-of-Way user fees.
- G. City shall within thirty (30) days of final approval, give Company notice of annexations and disannexations of territory by the City, which notice shall include a map and addresses, if known. Upon receipt of said notice, Company shall promptly initiate a process to reclassify affected customers into the city limits no later than sixty (60) days after receipt of notice from the City. The annexed areas added to the city limits will be included in future franchise fee payments in accordance with the effective date of the annexation if notice was timely received from City. Upon request from City, Company will provide documentation to verify that affected customers were appropriately reclassified and included for purposes of calculating franchise fee payments. In no event shall the Company be required to add premises for the purposes of calculating franchise payment prior to the earliest date that the same premises are added for purposes of collecting sales tax.

Section 3.18 Books and Records

- A. Company agrees that at the time of each quarterly payment, Company shall also submit to the City a statement showing its Gross Revenues for the preceding calendar quarter as defined in Section 3.02(E). City shall be entitled to treat such statement as though it were sworn and signed by an officer of Company.
- B. City may, if it sees fit, upon reasonable notice to the Company, have the books and records of Company examined by a representative of City to ascertain the correctness of the reports agreed to be filed herein. The Company shall make available to the auditor such personnel and records as the City may in its reasonable discretion request in order to complete such audit, and shall make no charge to the City therefore. The Company shall assist the City in its review by providing all requested information no later than fifteen (15) days after receipt of a request. The cost of the audit shall be borne by the City unless the audit discloses that the Company has underpaid the franchise fee by 10% or more, in which case the reasonable costs of the audit shall be reimbursed to the City by the Company. If such an examination reveals that Company has underpaid the City, then upon receipt of written notification from City regarding the existence of such underpayment, Company shall undertake a review of the City's claim and if said underpayment is confirmed, remit the amount of underpayment to City, including any interest calculated in accordance with Section 3.17(D). Should Company determine through examination of its books and records that City has been overpaid, upon receipt of written notification from Company regarding the existence of such overpayment, City shall review Company's claim and if said overpayment is confirmed, remit the amount of overpayment to Company.
- C. If, after receiving reasonable notice from the City of the City's intent to perform an audit as provided herein, the Company fails to provide data, documents, reports, or information required to be furnished hereunder to the City, or fails to reasonably cooperate with the City during an audit conducted under the terms hereunder, the City may elect to terminate this Franchise in accordance with Section 3.22.

Section 3.19 Reservation of Rights: General

- A. The City reserves to itself the right and power at all times to exercise, in the interest of the public and in accordance with state law, regulation and control of Company's use of the Public Rights-of-Way to ensure the rendering of efficient public service, and the maintenance of Company's System in good repair throughout the term of this Franchise.
- B. The rights, privileges, and Franchise granted by this Ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any

time, like privileges, rights, and franchises as it may see fit to any other Person for the purpose of furnishing gas for light, heat, and power for City and the inhabitants thereof.

- C. City expressly reserves the right to own and/or operate its own system for the purpose of transporting, delivering, distributing, or selling gas to and for the City and inhabitants thereof.
- D. Nothing herein shall impair the right of the City to fix, within constitutional and statutory limits, a reasonable price to be charged for natural gas, or to provide and fix a scale of prices for natural gas, and other charges, to be charged by Company to residential consumers, commercial consumers, industrial consumers, or to any combination of such consumers, within the territorial limits of the City as same now exists or as such limits may be extended from time to time hereafter.

Section 3.20 Right to Indemnification, Legal Defense and to be Held Harmless

- A. In consideration of the granting of this Franchise, Company agrees to indemnify, defend and hold harmless the City, its officers, agents, and employees (City and such other persons and entities being collectively referred to herein as "Indemnitees"), from and against all suits, actions or claims of injury to any person or persons, or damages to any property brought or made for or on account of any death, injuries to, or damages received or sustained by any person or persons or for damage to or loss of property arising out of, or occasioned by Company's intentional and/or negligent acts or omissions in connection with Company's operations.**
- B. The Company's obligation to indemnify Indemnitees under this Franchise Ordinance shall not extend to claims, losses, and other matters covered hereunder that are caused or contributed to by the negligence of one or more Indemnitees. In such case the obligation to indemnify shall be reduced in proportion to the negligence of the Indemnitees. By entering into this Franchise Ordinance, City does not consent to suit, waive any governmental immunity available to the City under Texas law or waive any of the defenses of the parties under Texas law.**
- C. Except for instances of the City's own negligence, City shall not at any time be required to pay from its own funds for injury or damage occurring to any person or property from any cause whatsoever arising out of Company's construction, reconstruction, maintenance, repair, use, operation or dismantling of System or Company's provision of service.**
- D. In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Company shall, upon notice from any of the**

Indemnites, at Company's sole cost and expense, resist and defend the same with legal counsel selected by Company; provided, however, that Company shall not admit liability in any such matter on behalf of the Indemnites without their written consent and provided further that Indemnites shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Company. Company's obligation to defend shall apply regardless of whether City is solely or concurrently negligent. The Indemnites shall give Company prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section 3.20. Nothing herein shall be deemed to prevent the Indemnites at their election and at their own expense from cooperating with Company and participating in the defense of any litigation by their own counsel. If Company fails to retain defense counsel within seven (7) business days after receipt of Indemnitee's written notice that Indemnitee is invoking its right to indemnification under this Franchise, Indemnites shall have the right to retain defense counsel on their own behalf, and Company shall be liable for all defense costs incurred by Indemnites.

Section 3.21 Insurance

The Company will maintain an appropriate level of insurance in consideration of the Company's obligations and risks undertaken pursuant to this Franchise, unless a specific amount of insurance is required by the City's Right-of-Way Ordinance, in which case said Ordinance will control. Such insurance may be in the form of self-insurance to the extent permitted by applicable law, under an approved formal plan of self-insurance maintained by Company in accordance with sound accounting and risk-management practices. A certificate of insurance shall be provided to the City. The Company will require its self-insurance to respond to the same extent as if an insurance policy had been purchased naming the City as an additional insured, and any excess coverage will name the City as an additional insured up to the amounts required by the City's Right-of-Way Ordinance.

Section 3.22 Termination

- A. Right to Terminate. In addition to any rights set out elsewhere in this Franchise Ordinance, the City reserves the right to terminate the Franchise and all rights and privileges pertaining thereto, in the event that the Company violates any material provision of the Franchise.
- B. Procedures for Termination.
 - (1) The City may, at any time, terminate this Franchise for a continuing material violation by the Company of any of the substantial terms hereof.

In such event, the City shall give to Company written notice, specifying all grounds on which termination or forfeiture is claimed, by registered mail, addressed and delivered to the Company at the address set forth in Section 3.09 hereof. The Company shall have sixty (60) days after the receipt of such notice within which to cease such violation and comply with the terms and provisions hereof. In the event Company fails to cease such violation or otherwise comply with the terms hereof, then Company's Franchise is subject to termination under the following provisions. Provided, however, that, if the Company commences work or other efforts to cure such violations within thirty (30) days after receipt of written notice and shall thereafter prosecute such curative work with reasonable diligence until such curative work is completed, then such violations shall cease to exist, and the Franchise will not be terminated.

- (2) Termination shall be declared only by written decision of the City Council after an appropriate public proceeding whereby the Company is afforded the full opportunity to be heard and to respond to any such notice of violation or failure to comply. The Company shall be provided at least fifteen (15) days prior written notice of any public hearing concerning the termination of the Franchise. In addition, ten (10) days notice by publication shall be given of the date, time and place of any public hearing to interested members of the public, which notice shall be paid for by the Company.
- (3) The City, after full public hearing, and upon finding material violation or failure to comply, may terminate the Franchise or excuse the violation or failure to comply, upon a showing by the Company of mitigating circumstances or upon a showing of good cause of said violation or failure to comply as may be determined by the City Council.
- (4) Nothing herein stated shall preclude Company from appealing the final decision of the City Council to a court or regulatory authority having jurisdiction.
- (5) Nothing herein stated shall prevent the City from seeking to compel compliance by suit in any court of competent jurisdiction if the Company fails to comply with the terms of this Franchise after due notice and the providing of adequate time for Company to comply with said terms.

Section 3.23 Renegotiation

If either City or Company requests renegotiation of any term of this Ordinance, Company and City agree to renegotiate in good faith revisions to any and all terms of this Ordinance. If the parties cannot come to agreement upon any provisions being

renegotiated, then the existing provisions of this Ordinance will continue in effect for the remaining term of the Franchise.

Section 3.24 Severability

This Ordinance and every provision hereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision, or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance. If any term or provision of this Ordinance is held to be illegal, invalid or unenforceable, the legality, validity or unenforceability of the remaining terms or provisions of this Ordinance shall not be affected thereby.

Section 3.25 No Waiver

Either City or the Company shall have the right to waive any requirement contained in this Ordinance, which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Ordinance shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or a different type of breach or violation.

Section 3.26 Effective Date

This Franchise shall be effective on January 1, 2016, if Company has filed its acceptance as provided by Section 3.04 herein.

2.

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.

3.

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.

4.

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.

5.

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.

PRESENTED AND GIVEN FIRST READING on the _____ day of _____, 2015, 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 _____, 2015, 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 