



**THE CITY OF FORT WORTH
CENTRAL ARLINGTON HEIGHTS
SEALED BID PURCHASE AGREEMENT**

In accordance with section 272.001 of the Local Government Code and in order to stimulate competition, prevent favoritism, and secure the best possible price, the City of Fort Worth (the “City”) is accepting bids for the nine properties in the highly sought-after Arlington Heights neighborhood listed in this sealed bid purchase agreement. The City will only accept bids for all nine properties. The City is not offering the properties for sale individually. Prior to selecting the bid that will provide the best value to the City’s taxpayers, the City will hold a virtual meeting with prospective bidders on Wednesday, September 13th, 2023 and a due diligence site visit of the properties on Wednesday, September 20th, 2023 from 9:00 AM - 1:00 PM and Thursday, September 21st, 2023 from 1:00 PM - 5:00 PM at 2224 Carleton and 2205 Western, Fort Worth, Texas 76107. All prospective bidders are strongly encouraged to attend these meetings before submitting a bid packet.

As a condition of the sale, the City will require (i) that the properties be redeveloped in accordance with the prevailing architectural style and residential nature of the surrounding historic community; (ii) that the properties be redeveloped as to not aggravate flood risks to surrounding homes and properties; and (iii) that any residential structures remaining or constructed on the properties be elevated with a final finished floor elevation of at least two feet above the 100-year non-FEMA base flood elevation (collectively, the “Conditions”).

The Conditions will be administered by the City’s Stormwater Division and Development Services Department and will be enforced through a right to re-purchase in favor of the City. The full Conditions are included Attachment 2 – “Arlington Heights Design Standards and Guidelines for Redevelopment.” The successful bidder also agrees to hold a community meeting with area residents to discuss the bidder’s development plans. The Conditions will “run with the land” and be binding on subsequent owners. The City intends to release the Conditions, except for the requirement to elevate future home finished floor elevations at least two feet above the non-FEMA base flood elevation and provide a flood risk notice to future buyers and renters, upon successful redevelopment of the properties in accordance with the Arlington Heights Design Standards and Guidelines for Redevelopment.

The City proposes to sell the properties to the bidder who will provide the best value to City’s taxpayers as determined by (i) the amount of the bid, (ii) the number of houses that the bidder will elevate and remodel in accordance with the City’s Conditions and (iii) degree of compliance with the Neighborhood Community Development Checklist—included as Attachment 3—based upon input from a neighborhood stakeholders group. The appraisals obtained by the City are available on the City’s Real Property website at:

<https://www.fortworthtexas.gov/departments/property-management/real-estate-division/real-property-sales-section>

Over recent years, residential demand in the Arlington Heights neighborhood and the greater Dallas-Fort Worth Metroplex has increased dramatically. Currently, there is a lack of supply within the DFW Metropolitan Statistical Area resulting in significant increases in residential prices and values. For single-family residential resale prices within the Fort Worth area, the North Texas Real Estate Information Services shows an approximately 25% total increase in residential prices and values over the past three years. For homes in the Arlington Heights neighborhood, prices vary from \$300,000 to \$1,500,000 and, in some cases, the tax values have doubled since 2017. Photographs of the properties are included as Attachment 6.

The properties are NOT located within FEMA mapped 100-year floodplain; however, the City has identified and mapped non-FEMA flood risk, known as City Flood Risk Area, on these properties. Both public, through the National Flood Insurance Program (NFIP) and private flood insurance is available for structures in the City of Fort Worth. Due to the City’s participation in FEMA’s Community Rating System, discounts on NFIP purchased flood insurance are available for structures in the City of Fort Worth. Once the structures and any equipment serving the structures are elevated at least two feet above the 100-year non-FEMA flood elevation, flood insurance should be less expensive due to reduced flood risk to the structures.

Interested bidders may email Expressions of Interest in this sale to the City’s Property Management Department at CAH.Sale@fortworthtexas.gov. The email should include the bidder’s name, point of contact, email address, and phone number. Questions about this Notice of Sale may also be submitted to the email address provided above. All questions will be answered through addenda made available to all bidders. Any addenda to this Notice of Sale will be distributed directly to those who have submitted an Expression of Interest and will also be posted on the City of Fort Worth’s Real Property website at:

Bidder’s Initial _____

The evaluation criteria will be as follows:

EVALUATION CRITERIA

	Maximum Points (100)
<p>Bid Amount Highest bid will receive 70 points Bids up to 5% lower than the highest bid will receive 65 points Bids 6% to 10% lower than the highest bid will receive 60 points Bids 11% to 15% lower than the highest bid will receive 55 points Bids more than 15% lower than the highest bid will receive 50 points</p>	70
<p>The number of existing houses that the bidder will elevate (instead of demo and rebuild) and remodel in accordance with the Arlington Heights Design Standards and Guidelines for Redevelopment—Attachment 2</p> <p>Four points each for: 2212 Carleton Ave 2224 Carleton Ave 2300 Carleton Ave 2213 Western Ave</p> <p>One point for each remaining property except NO points will be awarded for 2205 Western</p> <p>Note: Points are assigned for home elevation because the neighborhood prefers elevating existing homes over the demolition and rebuild option</p>	20
<p>Degree of Compliance with the Neighborhood Community Development Checklist—Attachment 3—based upon input from the neighborhood stakeholder group</p>	10

STANDARD INSTRUCTIONS

All bid packets MUST be in a SEALED ENVELOPE with “CENTRAL ARLINGTON HEIGHTS – NINE PROPERTIES” LOCATED ON THE OUTSIDE OF THE ENVELOPE. Please hand deliver completed bid packets to the Purchasing Department located on the lower level of City Hall at 200 Texas Street, Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m. any day prior to Thursday, November 30, 2023. On Thursday, November 30, 2023 bids will be accepted in the Purchasing Department from 8:30 a.m. until 1:30 p.m. NO BIDS WILL BE ACCEPTED AFTER 1:30 p.m. on Thursday, November 30, 2023. After the bids are received, the bids will not be immediately opened and read aloud; instead, the bids will be evaluated to determine which will provide the best value to City’s taxpayers as determined by (i) the amount of the bid, (ii) the number of houses that the bidder will elevate and remodel in accordance with the City’s Conditions and (iii) degree of compliance with the Neighborhood Community Development Checklist. The City anticipates accepting a bid in January of 2024.

A COMPLETE BID PACKET INCLUDES THE BELOW ITEMS:

- a. **Proof of Certified Funds Letter including a point of contact from a qualified, approved financial institution.**
*The City of Fort Worth recognizes your Certified Funds Letter from your legal banking institution as an offer to purchase the advertised property.
- b. **Evidence satisfactory to the City, as provided by a qualified approved financial institution, that the bidder has the financing necessary to comply with the City’s Conditions**
- c. **Bidder’s initials on each page**
- d. **The General Conditions, Attachment 4, and Attachment 5 must be signed by the Bidder or Bidder’s Authorized Representative.**
 - i. **Attachment 1 – “Special Warranty Deed including Conditions”**
 - ii. **Attachment 2 – “Arlington Heights Design Standards and Guidelines for Redevelopment”**
 - iii. **Attachment 3 – “Neighborhood Community Development Checklist”**
 - iv. **Attachment 4 – “No Title Policy Statement”**
 - v. **Attachment 5 – “No Conflict of Interest Statement”**
 - vi. **Attachment 6 – “Property photographs”**
 - vii. **Bids submitted on behalf of an organization, trust, or a business entity must include the proper signatory authority documentation (e.g., Secretary of State Information, Articles of Incorporation, Bylaws, or Trust Documents) evidencing the representative’s authority to sign on behalf of the organization, trust, or business entity for this sealed bid purchase agreement.**

City staff will proceed in depositing the successful bid amount and preparing the deed for appropriate signatures and recording.

If you do not understand the bidding instructions, the bid packets, or any part thereof, please consult the attorney of your choice prior to submitting your bid form.

THE DEADLINE FOR TURNING IN THIS BID PACKET IS Thursday, November 30, 2023 BY 1:30 P.M.

2. Timeline

The following table identifies events and deadlines for this Sealed Bid Purchase Agreement:

Event	Date	Location
Notice of Sale Advertised	Aug. 18, 2023 Aug. 25, 2023 Sept 1, 2023 Sept 8, 2023	Star Telegram & City Real Property Website https://www.fortworthtexas.gov/departments/property-management/real-estate-division/
Pre-proposal meeting	Wednesday, Sept. 13, 2023 3:00 PM Virtual Webex Meeting	Meeting number (access code): 2550 598 6610 Meeting password: ArlingtonHeights Join by phone +1-469-210-7159 United States Toll (Dallas)

Due Diligence Site Visit	<p>Wednesday, Sept. 20, 2023 from 9:00 AM - 1:00 PM</p> <p>Thursday, Sept. 21, 2023 from 1:00 PM - 5:00 PM</p>	<p>Sign in table at: 2224 Carleton 2205 Western</p>
Deadline to submit questions from both pre-proposal meeting and due diligence site visit	Friday, Oct. 20, 2023, by Noon	<p>Submit to: CAH.Sale@fortworthtexas.gov</p>
City responds to questions	Friday, October 27, 2023	Addenda will be added to website and those expressing interest in bidding will be notified by email
Offer Due Date	Thursday, Nov. 30, 2023 by 1:30 PM	<p>Purchasing Department from 8:30 a.m. until 1:30 p.m. Lower level of City Hall at 200 Texas Street</p>
Anticipated preliminary award	January 2024	N/A

THE CITY OF FORT WORTH
 CENTRAL ARLINGTON HEIGHTS SEALED BID
 PURCHASE AGREEMENT/BID FORM
GENERAL CONDITIONS
(Bid Form – Please Read Carefully)

Bidder’s Name: Please print name(s) exactly as they should appear on deed

Bidder’s Address: _____

Bidder’s City, State, Zip Code: _____

Bidder’s E-mail address: _____

Bidder’s Telephone Number: _____

I hereby make a bid to purchase the following properties (the “Property”) in accordance with the terms and conditions contained herein:

Street No.	Street Name	Block/Lot/Addition	Tarrant Appraisal District Account No.	Bidder will elevate and remodel the <u>existing</u> houses in accordance with Attachment 2	Bidder will build a <u>new</u> home that is elevated and constructed in accordance with Attachment 2
2212	Carleton Avenue	Block 5, Lot 10 Hillcrest Addition	01274406		
2216	Carleton Avenue	Block 5, Lot 11 Hillcrest Addition	01274414		
2220	Carleton Avenue	Block 5, Lot 12 Hillcrest Addition	01274422		
2224	Carleton Avenue	Block 5, Lot 13 Hillcrest Addition	01274430		
2300	Carleton Avenue	Block 5, Lot 14 Hillcrest Addition	01274449		
2221	Western Avenue	Block 5, Lot 27 Hillcrest Addition	01274597		
2213	Western Avenue	Block 5, Lot 29 Hillcrest Addition	01274619		
2205	Western Avenue	Block 5, Lot 31 Hillcrest Addition	01274635		
2201-2203	Western Avenue	Block 5, Lot 32 Hillcrest Addition	01274643		

1. Total Bid Amount \$ _____
(Bid amount in word form) _____

2. In the table above, please note on which properties you agree to elevate and remodel the existing houses in accordance with Attachment 2, by writing “yes” or “no.” Also please indicate on which properties you intend to demolish the existing home and build a new home that is elevated and constructed in accordance with Attachment 2, by writing “yes” or “no”. Note that you must indicate which option you intend to pursue for each property.

The City is not required to accept any bid or offer to complete the sale and the City reserves the right to reject any and all bids for any reason.

Bidder’s Initial _____

I understand and acknowledge that by submitting this bid I am making an offer to purchase the Property and that if my offer is accepted by the City of Fort Worth, **I hereby agree to abide by all of the terms of this Sealed Bid Purchase Agreement.** The offer is accepted and this agreement becomes binding when the Fort Worth City Council approves the sale of the Property to the buyer and the buyer tenders to the person designated by the City to accept full payment by bank certified funds.

NO DEPOSIT IS REQUIRED

REJECTION OF BIDS

The City is not required to accept any bid or offer to complete the sale and the City reserves the right to reject any and all bids for any reason.

AS-IS

I understand that the Property is purchased **“as-is, where is, with all faults.”** I understand that it is my responsibility to check for (i) outstanding or pending City of Fort Worth Code Enforcement actions including but not limited to repair or demolition orders, (ii) roadway access to the Property, (iii) floodplain status, (iv) zoning, and (v) all other due diligence matters or Property conditions. I understand that the City of Fort Worth disclaims responsibility as to the accuracy or completeness of any information relating to the Property for sale and the data in the public advertisement is for information only. The transaction, to the maximum extent allowed by law, is made on an **“as-is, where is, with all faults”** basis and is subject to all visible and apparent easements and any other instruments of records. The City of Fort Worth specifically disclaims any warranties of habitability or suitability for a particular purpose. **I understand that the City of Fort Worth is not responsible for any misrepresentations, failures of disclosure, errors or any negligent or wrongful acts occurring in the context of or pertaining to the closing of this transaction. I understand that the City of Fort Worth is specifically exempt by Texas Property Code 5.008(e) from providing a seller's disclosure concerning the condition of the Property.**

PURCHASE PRICE

The successful bidder will be notified by mail to pay the full purchase price for the Property within seven (7) business days from the date of the request for payment letter. **The request for payment will be sent after Council approval of the sale.**

If my bid is accepted, I will pay in full the purchase price by bank certified funds made payable to the City of Fort Worth within seven (7) business days of the payment request letter.

The City will not be responsible for undelivered payments by the U.S. Postal Service regular mail. **The City will have the right to offer the property to the next highest bidder if the successful bidder does not pay the full purchase price in the time and manner as set forth above.**

WAIVER AND RELEASE

I am solely responsible for bringing the Property into compliance with all applicable laws including federal and state statutes and regulations as well as City charter and ordinances.

BY SUBMITTING THIS PROPOSAL, I HEREBY WAIVE AND RELEASE ANY RIGHTS I MAY HAVE, EITHER NOW OR IN THE FUTURE, TO UNDERTAKE ANY LEGAL OR EQUITABLE ACTION AGAINST THE CITY OF FORT WORTH FOR FAILURE OF THE CITY TO FULLY ADVERTISE OR NOTICE THE SALE OF THE PROPERTY OR TO PROPERLY CONDUCT THE

Bidder's Initial _____

SALE OF THE PROPERTY AND HEREBY COVENANT NOT TO SUE THE CITY OF FORT WORTH OR AGENTS OF THE CITY OF FORT WORTH. I ACKNOWLEDGE THAT I HAVE HAD AN OPPORTUNITY TO MAKE AN INSPECTION OF THE PROPERTY. UPON MY DEATH OR MENTAL INCAPACITY, THE BID SUBMITTED SHALL BECOME NULL, VOID AND UNENFORCEABLE AND THE CITY OF FORT WORTH SHALL HAVE NO FURTHER OBLIGATION TO MY ESTATE, MY GUARDIAN OR ME. ON BEHALF OF MY HEIRS, MY ESTATE OR MYSELF, I HEREBY WAIVE ANY RIGHTS I MAY HAVE TO AN AWARD OR CONVEYANCE OF THE PROPERTY IN THE EVENT OF MY DEATH OR MENTAL INCAPACITY.

NO TITLE POLICY AND NO CONFLICT OF INTEREST

I understand the City of Fort Worth will not provide a title policy for the Property. I understand that if I decide that I would like a title policy, it is my responsibility to obtain one. Attached is my executed Attachment 4 (NO TITLE POLICY STATEMENT) and my executed Attachment 5 (NO CONFLICT OF INTEREST STATEMENT).

SPECIAL WARRANTY DEED

The conveyance of the property will be by Special Warranty Deed from the City of Fort Worth, and will be subject to all easements, restrictions, reservations, right-of-way, dedications and other encumbrances of record or apparent upon the Property. The form of the Special Warranty Deed is included in Attachment 1.

THE CITY IS NOT REQUIRED TO ACCEPT ANY BID OR OFFER TO COMPLETE THE SALE AND THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS FOR ANY REASON.

I have read and understand the terms of this sealed bid purchase agreement. I hereby approve and accept all of the conditions contained herein.

Bidder's Printed Name

Bidder's or Bidder's Authorized Representative's Signature

Bidder's Address

City State Zip

Phone Number

Email Address

Bidder's Initial _____

Grantee acknowledges that Grantee has independently and personally inspected the Property. The Property is hereby conveyed to and accepted by Grantee in its present condition, **"AS IS," WITH ALL FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED.** Notwithstanding anything contained herein to the contrary, it is understood and agreed that Grantor and Grantor's agents or employees have never made and are not now making, and they specifically disclaim, any warranties, representations or guaranties of any kind or character, express or implied, oral or written, with respect to the Property, including, but not limited to, warranties, representations or guaranties as to (a) matters of title (other than Grantor's warranty of title set forth herein), (b) environmental matters relating to the Property or any portion thereof, including, without limitation, the presence of hazardous materials in, on, under or in the vicinity of the Property, (c) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water, and geologic faults and the resulting damage of past and/or future faulting, (d) the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, wetlands, flood prone area, flood plain, floodway or special flood hazard, (e) drainage, (f) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides, or the sufficiency of any undershoring, (g) the presence of endangered species or any environmentally sensitive or protected areas, (h) zoning or building entitlements to which the Property or any portion thereof may be subject, (i) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric, (j) usages of adjoining property, (k) access to the Property or any portion thereof, (l) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, suitability, structural integrity, operation, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (m) the condition or use of the Property or compliance of the Property with any or all federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, codes or other similar laws, (n) the existence or non-existence of underground storage tanks, surface impoundments, or landfills, (o) any other matter affecting the stability and integrity of the Property, (p) the potential for further development of the Property, (q) the merchantability of the Property or fitness of the Property for any particular purpose, (r) the truth, accuracy or completeness of any diligence items provided by Grantor, (s) tax consequences, or (t) any other matter or thing with respect to the Property. **GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO GRANTEE, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL CONDITION OF THE PROPERTY, OR THEIR SUITABILITY FOR ANY PARTICULAR PURPOSE OR OF MERCHANTABILITY, AND GRANTEE IS RELYING ON ITS INVESTIGATIONS OF THE PROPERTY IN DETERMINING WHETHER TO ACQUIRE IT. THE PROVISIONS OF THIS PARAGRAPH ARE A MATERIAL PART OF THE CONSIDERATION FOR GRANTOR EXECUTING THIS SPECIAL WARRANTY DEED AND SHALL SURVIVE CLOSING.**

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever, subject to the Conditions (as hereafter defined); and Grantor does hereby bind itself, its successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the title to the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the Property or any part thereof, by, through or under Grantor, but not otherwise; subject, however, to the Permitted Exceptions and the Conditions.

This conveyance is made subject, however, to the following additional conditions and limitations (collectively, the "Conditions"):

- (i) Grantee shall commence, or cause to be commenced, the new construction or redevelopment of a single family residential structure on each lot included within the Property (the “Project”) in accordance with that certain set of plans and specifications entitled Arlington Heights Design Standards and Guidelines for Redevelopment prepared by the City of Fort Worth’s Stormwater Management Division (the “Design Standards and Guidelines”), or, in accordance with any changes to the Design Standards and Guidelines that may be approved in writing by Grantor. Grantee shall commence the Project upon purchase of the property, and shall diligently and continuously pursue completion, or cause the completion, of the Project so that the single-family residential structures can be habitable as soon as practicable thereafter but in no event later than forty-eight (48) months from the date that this Special Warranty Deed is recorded in the Official Real Property Records of Tarrant County, Texas; and
- (ii) Grantee shall ensure that the Project is completed in accordance with all applicable federal, state, and local laws, statutes, ordinances, codes, and regulations, including the City of Fort Worth’s Historic Preservation Ordinance; and
- (iii) Grantee shall obtain, at no cost to Grantor, all permits, approvals, map revisions, and other authorizations from all applicable governmental authorities and agencies as may be necessary or appropriate for the completion of the Project; and
- (iv) Until the completion of the Project, Grantor shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the Conditions; and
- (v) Until the completion of the Project, Grantee shall, no less than once every six months, submit a report to Grantor documenting the progress of the Project and Grantee’s adherence to the Conditions; and
- (vi) Grantee shall ensure that any subsequent conveyance or lease of the Property from Grantee references and incorporates the Conditions contained herein and includes a notice, in accordance with the form attached hereto as Exhibit C, that the Property is located in an area that, even though not located in a FEMA identified floodplain, has been subject to recurring flooding in the past, should be considered flood-prone, and remains at risk of severe flooding that may cause damage to structures, vehicles, landscaping, fencing, and other improvements.
- (vii) Grantee shall ensure that any residential structure constructed or redeveloped on the Property is elevated at least two (2) feet above the 100-year non-FEMA base flood elevation.
- (viii) If (a) Grantee fails to cause completion of the Project so that the single-family residential structures can be habitable on or before the date specified in the above Conditions or such other date agreed to by Grantor and Grantee in writing, or (b) following completion of the Project, the Property is not maintained in accordance with the Conditions, then any such event shall be

considered an Event of Default. Grantor may give written notice to Grantee of any Event of Default, and, if such Event of Default is not cured within ninety (90) days of written notice from Grantor, Grantee agrees that Grantor shall have an option and first right of refusal to purchase the Property from Grantee for Ten Dollars (\$10.00) (“Repurchase Right”). The Repurchase Right and interest is expressly reserved by Grantor from the conveyance set forth herein. Grantor shall have the right to exercise its Repurchase Right by delivering written notice to Grantee at any time following the expiration of the 90-day cure period described in this paragraph and, within sixty (60) days of such written notice, Grantee will convey the Property to Grantor for Ten Dollars (\$10.00).

Grantee assumes, and agrees that Grantor shall have no liability or obligation to pay, taxes for the remainder of the year after the Effective Date of this conveyance to Grantee and subsequent years in respect of the Property, unless and until Grantor exercises the Repurchase Right to purchase the Property from Grantee and the repurchase deed is delivered by Grantee to Grantor.

The Repurchase Right and all other rights retained or reserved by Grantor in this Special Warranty Deed shall be the property of and shall inure to the benefit of Grantor, its successors and assigns, and are not appurtenant to any tract of real property owned by Grantor.

This document may be executed in multiple counterparts, each of which will be deemed an original, but which together will constitute one instrument. When the context requires, singular nouns and pronouns include the plural.

EXECUTED to be effective as of this _____ day of _____, 2023.

GRANTOR: THE CITY OF FORT WORTH

By: _____
Name: Dana Burghdoff
Title: Assistant City Manager

Attest:

Jannette S. Goodall
City Secretary

M&C: _____
Date: _____

APPROVED AS TO LEGALITY AND FORM

Matthew A. Murray
Assistant City Attorney

Bidder's Initial _____

Exhibit A and Exhibit B to Special Warranty Deed to be Added

Bidder's Initial _____

Exhibit C to Special Warranty Deed

FLOOD RISK NOTICE

The property located at _____, although not located in a FEMA identified floodplain, has been subject to recurring flooding in the past. The property should be considered flood-prone and remains at risk of severe flooding that may cause damage to structures, vehicles, landscaping, fencing, and other improvements.

The following photograph shows the June 27, 2016 flooding which impacted the Western & Carleton area of Arlington Heights. This specific photo shows flooding at 2209/2211 Western and 2213 Western. The frequency of the storm was estimated to have a 4% chance of happening in a given year and is also known as the 25-year event.



Examples of the flooding in the area are readily available on YouTube and other online sources. Flooding information can also be requested from the City of Fort Worth.

(Attachment 2)

Arlington Heights Design Standards and Guidelines for Redevelopment

The City of Fort Worth is ready to work with the future buyer on permitting, review, and approval of their redevelopment plans. This document outlines what it will take for successful redevelopment and outlines redevelopment requirements that will need to be met after the property is purchased.

Development of the Properties must comply with all applicable federal, state, and local laws, statutes, ordinances, codes, and regulations and all applicable City development, criteria, review, and permitting procedures. Given the uniqueness of the proposed development, some important aspects of the development review process are listed below:

- A pre-development meeting with the City is required to be held before moving forward with the development to ensure both the developer and City are all on the same page regarding permitting and review based on the conditions, standards and guidelines in the Notice of Sale (NOS).
- A concept plan, including a lot-by-lot plan, and drainage study for all the Properties must be submitted.
- Due to the flood prone nature of the area and to mitigate the risk of adverse impacts to nearby property owners from the project:
 - Engineering evaluations must be provided to show that the development will not increase flood risk to surrounding properties and structures.
 - Interim drainage condition study and plans (in addition to the final drainage condition plans as outlined in City Stormwater criteria) must be approved by Stormwater Development Services to ensure that no adverse impacts will occur during construction.
 - Lot grading cannot significantly change
 - Existing site conditions should be mimicked as closely as possible
 - Adding more impervious cover to the overall development footprint than what currently exists has to be mitigated
- All requests for permits, plans and study review must be submitted and paid for following the current Fort Worth development review and approval process
- Elevation Certificates will be required for each of the completed homes to show the lowest floor and any equipment serving the homes are elevated at least 2 feet above the 100-year non-FEMA base flood elevation.
- No re-platting of the Properties will be considered

Past engineering studies and models of the area are available upon request by emailing SDS@FortWorthTexas.Gov

FENCING

Existing side and rear yard fencing must remain in place or be replaced in the same location with a similar type of fencing. However, fencing will be allowed to be relocated to more accurately reflect the property boundaries. The concrete wall along the back and side of 2212 Carleton was constructed by the previous owner. The wall potentially extends into the property of 2208 Carleton. After purchase, the developer will coordinate with the current owner of 2208 Carleton and must remove the concrete wall and replace it with an 8-foot wooden privacy fence with metal posts on the boundary line between the two properties within 60 days of purchase and closing with the City.

DESIGN PRINCIPLES OF NEW CONSTRUCTION

Zoning - maintain current zoning of A5/Single family. No taller than two stories. No duplexes, Urban Residential or apartments.

- Note: If a developer chooses to elevate the existing duplex structure at 2201/2203 Western, that home can remain a duplex. If the duplex is demolished and rebuilt, it will be required to be a single family home.

Setbacks - no zero-lot line development. As much as possible, observe existing front, rear and side yard building setbacks. Would consider flexibility on front yard setbacks for porches and steps.

- Align porch and front facing walls of structure with adjacent historic structures or use the average setback of structures on the block.

Scale - follow established scale of existing homes; no McMansions

- The overall scale of new construction shall be consistent with that of adjacent structures. In residential areas, the height and scale of new construction should generally not exceed that of adjacent structures by more than one story with no home being taller than 2 stories.

Facades - Brick, wood or fiber/cement board only to be in harmony with neighborhood character

Garages/driveways - locate garages at rear of lots; no front facing garages or garage doors. No carports or large parking aprons in front of home; carports okay at rear of lot

Windows - maintain the articulation of existing historic wood windows; avoid two-dimensional appearance of low-cost windows. Materials for new windows may be wood, vinyl clad, or pre-finished aluminum in appropriate colors.

Roofs - maintain established roofline patterns and materials.

- Roof pitch, form and orientations shall be consistent with those predominantly found on the block face.
- No metal roofs

RECORDING OF HISTORIC STRUCTURES

For historic mitigation purposes, the City is required to record the condition of the eight historically significant houses (all properties except 2205 Western Ave) before any work is undertaken by the owner. The City's Historic Preservation Officer (HPO) will review the successful bidder's proposal to determine which houses will need to be recorded prior to work being undertaken, considering the bidder's plans for each house.

The HPO will coordinate with the property owner to determine whether structures will need to be recorded prior to work being undertaken. If recording is required by the HPO, the property owner must allow the City's Historic Preservation Officer at least two (2) days to access the properties and take photographs of the exteriors of the structures. The property owner must coordinate with the HPO to determine whether additional historic documentation is required due to changes in the elevation or demolition of the structures.

If the property owner proposes to elevate a structure in compliance with Secretary of Interior (SOI) Standards for the Treatment of Historic Properties, the property owner must submit to the HPO accurate drawings to scale, depicting both the property as it currently exists and the property after the proposed alteration. If a house is to be demolished, or elevated without following SOI standards, this documentation will not be required.

For structures proposed to be elevated to SOI Standards, the property owner must, after the completion of construction, allow the HPO at least two (2) days to access the property to verify that the work met the approved scope for the City’s historic mitigation documentation purposes.

EXISTING STORM DRAIN SYSTEM

An existing storm drain pipe cuts between and across several of the Properties (see map below). The owner of the Properties must account for the storm drain pipe by either (i) conveying or allowing the City to reserve a 30-foot-wide easement to the City over the current alignment of the storm drain pipe at cost to the developer or (ii) executing a development agreement with the City to provide for the relocation of the storm drain pipe within the Properties and the conveyance of a drainage easement to the City over the relocated alignment at cost to the developer.

Any easement conveyed to the City must be in accordance with typical City standards. Existing structures will be allowed to remain over the storm drain pipe, but no new structures may be built on the storm drain pipe, whether it is left in place or relocated.

Existing and/or new structures within the easement footprint would require an encroachment agreement. Easements for storm drain systems are required for future maintenance needs or repairs of a given pipe system for City crews or contractors. The standard width of the easements is sufficient for these potential needs; however, in some instances, an encroachment of the easement is allowed upon review of the potential design as long as the City has the access needed to maintain the line and the encroachment will does not adversely impact the line. Any new design which includes an encroachment would require an Encroachment Agreement in accordance with City ordinance.

Any relocation of the storm drain pipe must comply with applicable City standards and the City’s development process, which includes Infrastructure Plan Review Center (IPRC) review. Engineering analysis must show that the relocation of the storm drain pipe will not adversely impact the conveyance of the storm drain system. Information about the existing storm drain system can be found further below in this document under the Additional Information section.

Potential re-routing of drainage infrastructure

A 20-foot wide alley running north and south exists between the Western Avenue and Carleton Avenue lots. Utilities, including an existing 10-inch sanitary sewer line and an existing gas line are located in the alley. If the developer chooses to relocate the existing storm drain system to run within the alley then the City standard design requirements would need to be met, including those for easement sizing and vertical and horizontal clearance. When wastewater mains are parallel to storm drains, the minimum horizontal clearance shall be 5 feet as measured from the outside diameters of each main, or as allowed by the Transportation and Public Works Department, whichever is greater. A minimum 2-feet of separation is required when wastewater mains and storm drain lines are crossing. The City’s Water Department Director or designee would need to approve any deviations from these standards.

RESPONSIBILITY FOR DAMAGE

Any portion of the Public Rights-of-Way, City-owned property or other privately-owned property that are in any way disturbed or damaged by the development of the Properties, shall promptly be restored by the Developer at their cost and expense and in a manner approved by the City to as good or better a condition as such property was in immediately prior to the disturbance or damage. The Developer shall diligently

commence such restoration within thirty (30) calendar days following the date that Developer first becomes aware of the disturbance or damage.

CONDITIONS OF FUTURE SALE

The successful bidder may sell the properties, however, the Conditions provided by the Notice of Sale and included in the deed will “run with the land” and be binding on subsequent owners. The City intends to release the Conditions, except for the requirement to elevate future home finished floor elevations at least two (2) feet above the non-FEMA base flood elevation and provide a flood risk notice to future buyers and renters, upon successful redevelopment of the properties in accordance with these design standard and guidelines. Before any house may be occupied, the developer must obtain all applicable City permits and written confirmation from Development Services that the redeveloped property is in substantial conformance with these design standards and guidelines.

Existing Structure Finished Floor Elevations and Base Flood Elevations (BFE)

TAD Account	Property Address	Structure of Home	Year Constructed	Current First Floor Elevation	Base Flood Elevation	Minimum Finished Floor Elevation Needed Based on BFE <i>(2 feet above BFE)</i>	Difference Between Minimum Required Finished Floor Elevation & Current Finished Floor Elevation
1274643	2201 / 2203 Western Ave	On pier beams Slab additions in rear for laundry/mud rooms	1932	661.47	663.60	665.60	4.13
1274635	2205 Western Ave	Slab on grade	2012	662.27	663.51	665.51	3.24
1274619	2213 Western Ave	On pier beams	1923	661.66	663.49	665.49	3.83
1274406	2212 Carleton Ave	On pier beams	1925	659.54	660.75	662.75	3.21
1274414	2216 Carleton Ave	On pier beams Slab addition sunroom	1934	658.77	660.70	662.70	3.93
1274422	2220 Carleton Ave	On pier beams	1942	658.97	660.63	662.63	3.66
1274597	2221 Western Ave	On pier beams	1923	661.57	663.47	665.47	3.9
1274430	2224 Carleton Ave	On pier beams	1934	659.4	660.59	662.59	3.19
1274449	2300 Carleton Ave	Portion of home is on pier beams and portion is slab on grade	1927	658.07	660.55	662.55	4.48

Note: The finished floor of new and elevated homes and any equipment serving the home must be at least 2 feet above the non-FEMA Base Flood Elevation. Existing or future out buildings such as garages and sheds can remain or be built within the Base Flood Elevation understanding that they will be likely to flood.

Additional Information

PROPERTY CONDITION

Photos and information regarding each individual property and house can be found in the appraisals.

Additionally, as a result of water supply line leaks within the houses of 2212 Carleton and 2221 Western, mold was found to be present in the two locations upon a routine inspection of the houses. As a means of addressing the mold issue, an assessment report was conducted by Industrial Hygiene and Safety Technology, Inc., (IHST) on November 30, 2022 to better understand the extend of mold and the necessary steps in order to remediate the issue.

Based on the assessment and finding from IHST's inspection and assessment it was determined that the 2221 Western location was due to a leaky water supply line and only impacted a small surface area. IHST's recommendation was for the water to be turned off; and, since the house was not occupied, they deemed the minor mold contamination posed no severe threat. However, if the house was ever to be occupied, the mold contamination would be required to be remediated in accordance to standard mold remediation protocol.

As for the 2212 Carleton, the mold contamination was determined to affect a larger area. However, since the house was not occupied IHST's recommendation was the same. That is, the recommendation was to turn off the water as a temporary measure; however, if the house was to be occupied, then the mold contamination would be required to be remediated in accordance to standard mold remediation protocol. The report is available upon request.

FLOOD INSURANCE

Both government-backed (National Flood insurance Program (NFIP)) and private flood insurance is available for these structures. The properties are NOT located within FEMA mapped 100-year floodplain, however non-FEMA flood risk, called City Flood Risk Area, has been identified and mapped by the City on these properties. The City is requiring Elevation Certificates for each of these homes, once elevated, showing the homes and any equipment serving the homes are elevated at least 2 feet above the non-FEMA 100-year base flood elevation. Elevation Certificates can be used by the developer and future property owners help justify lower flood insurance premiums. Once elevated at least 2 feet above the 100-year base flood elevation, flood insurance is expected to be cheaper for the structures, however, it is recommended that the developer and/or future property owners talk with insurance agents prior to purchase to understand potential flood insurance premiums.

HISTORIC EXEMPTION

There is a possibility that elevation of the existing structures could qualify for local historic designation (with the exception of the newer home at 2205 Western) and the ability to have City property taxes frozen for 10 years. For more information about this possibility, please contact the City's Historic Preservation Officer, Lorelei Willett, at Lorelei.Willett@FortWorthTexas.Gov or 817-392-8015.

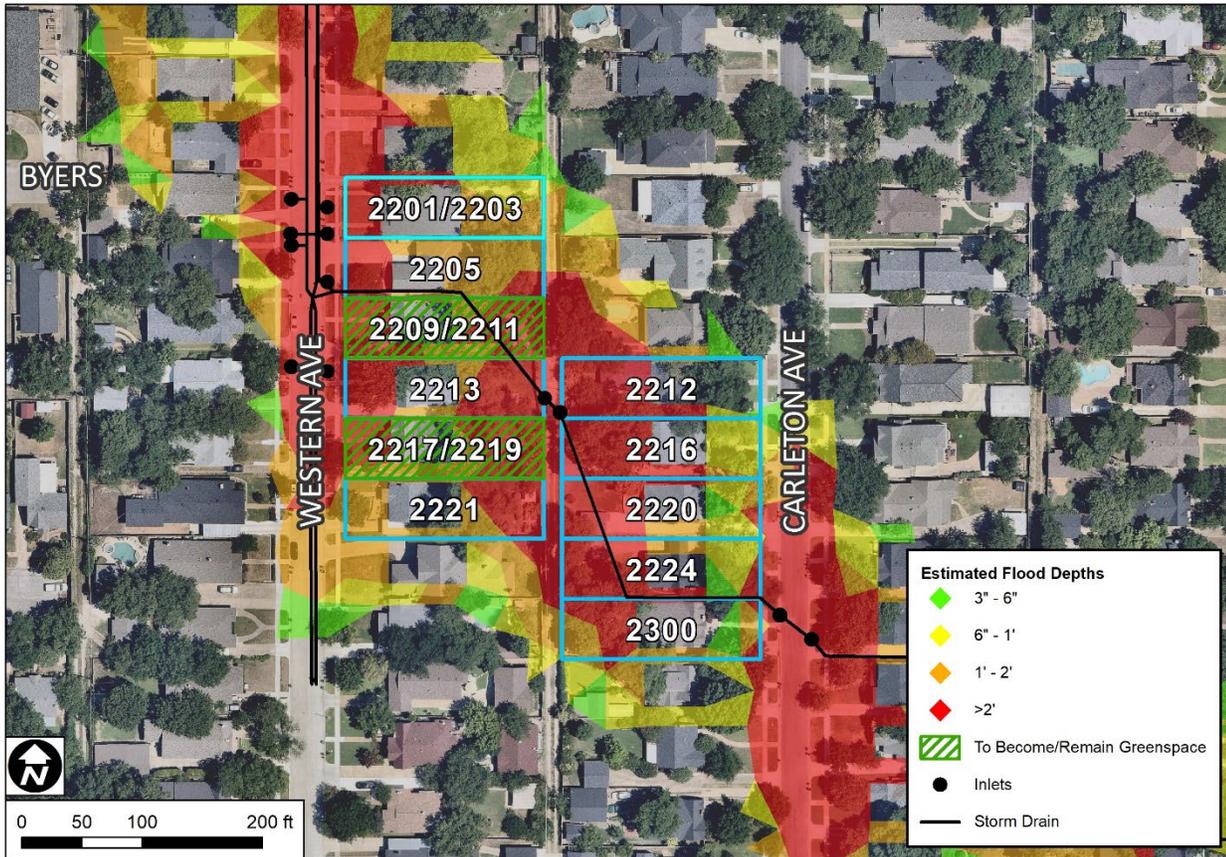
Project Area Map

Subject Property, 100-Year Non-FEMA Flood Risk Area Inundation Mapping, and Current Storm Drain Alignment

The property is NOT located in a FEMA Floodplain; however, it is located in a City identified and mapped, Non-FEMA Flood Risk area called a City Flood Risk Area (CFRA).

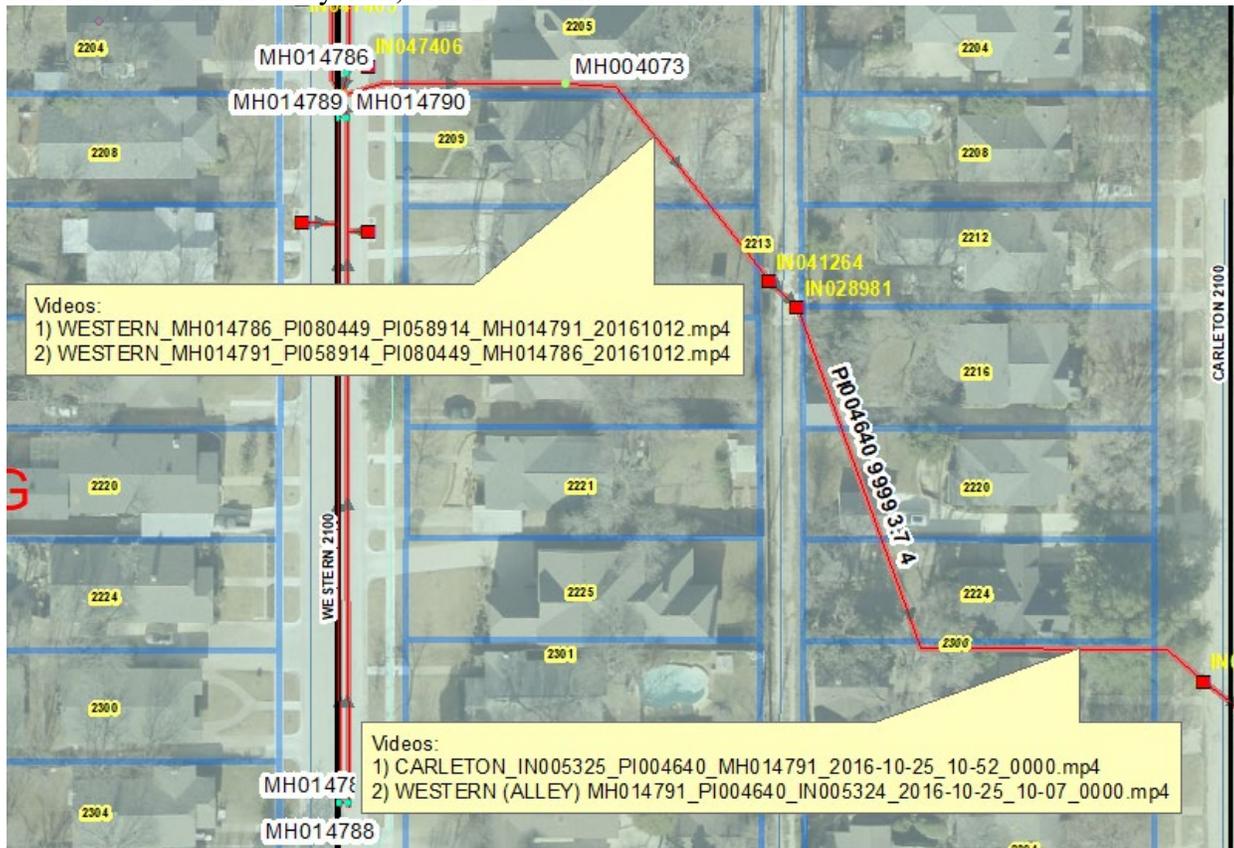
Estimated Flood Depths for a 100-Year Event

A 100 year event has a 26% chance of occurring over a 30 year mortgage



Closed-Circuit Television (CCTV) Video Locations and Storm Drain Alignment Map

Red line = Storm drain system; Red Box = Inlet



Below is information regarding the existing storm drain system that runs between Western Avenue and Carleton Avenue:

- Depth of line - The line runs between 7.00 to 7.50 feet deep at the flow line. The top of the pipe is roughly 4 feet or less below the surface. (plans available upon request)
- Size and material of pipe - The storm drain pipe is a concrete arch pipe with outside dimensions of 6-feet wide by 4-feet 9-inches in height and inside dimension of 4-feet wide by 3-feet 9-inches in height (typical arch pipe cross-section is shown on plan sheet G-0076; section No. 1).
- Condition of pipe - Closed circuit television (CCTV) data performed in 2016 shows the line to be in poor condition with primary defects being the severe weather flow line of the concrete arch pipe. If the line remains in its current location and condition, the Stormwater Program has included this segment of storm drain pipe in the list of future potential improvements based on priority and availability of resources
- Easement - A minimum 30' easement is required for the existing and/or relocated pipe system.

Electronic copies of the plans and CCTV videos showing the storm drain lines for this specific area are available upon request.

For reference, see example photos of good new construction that fits the neighborhood's historic character



Bidder's Initial _____



Bidder's Initial _____

(Attachment 3)

Neighborhood Community Development Checklist

The information provided in this checklist will be used by the neighborhood stakeholder group to evaluate and rank each bidder's proposal. The City evaluation team will use the neighborhood stakeholder group rankings to assign points, up to a maximum of ten, for inclusion in the overall evaluation.

Neighborhood stakeholder group ranking system:

Exceptional(10 points), Excellent (8 points), Good (6 points), Fair (4 points), Acceptable (2 points), Poor (0 points)

The bidder is committed to the following *optional* actions (check all actions that apply):

Preserve as many existing trees as possible — see Attachment 3.1 for information on existing trees — Complete mark-up the survey to identify trees the developer plans to save.

Provide flood mitigation benefits to additional properties through low impact development techniques such as:

- Permeable paving
- Gutters connected to rain barrel/rain harvesting systems
- Dry wells for overflow drainage from rain barrel system
- Rain gardens or bioswales
- French drains

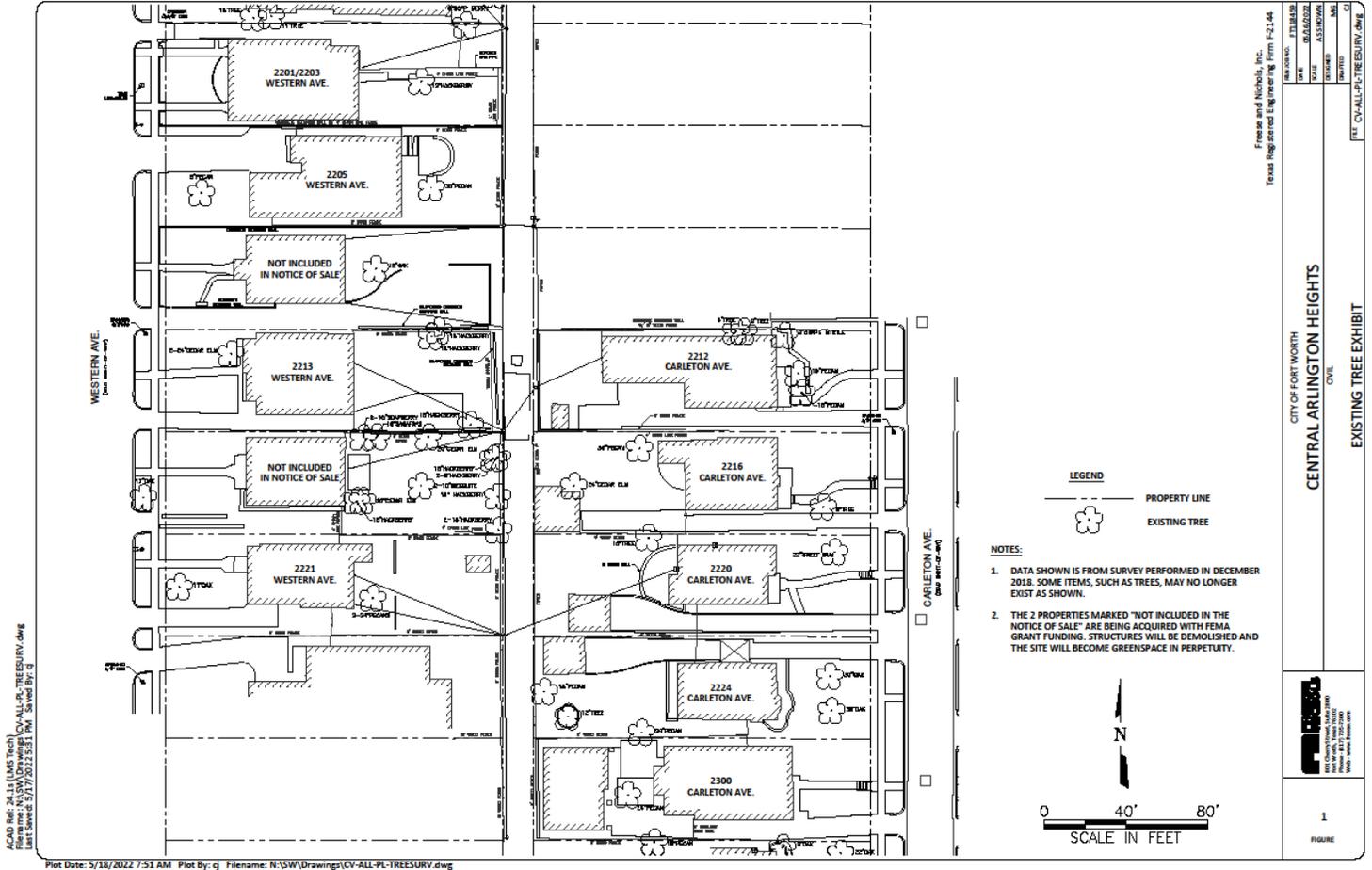
Developer is committed to salvage to the extent practicable — If any of the homes will be demolished, provide the plan to salvage (recover/recycle) from the home(s)

Structure Retention and Elevation Worksheet (please complete Attachment 3.2)

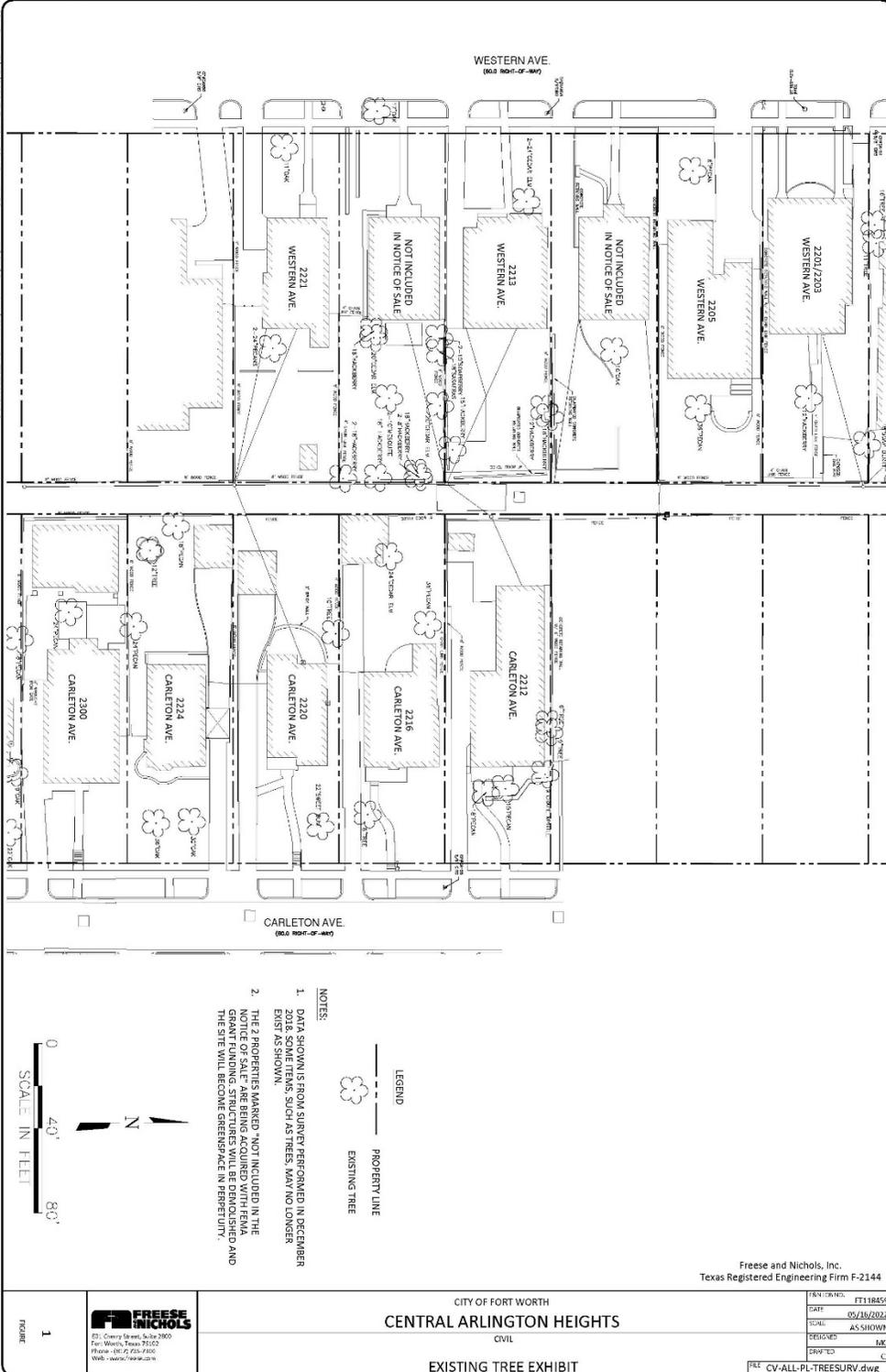
Notes:

- Homes with an asterisk have been identified as a higher priority for elevation based on feedback from the neighborhood. If elevated and remodeled in accordance with the City's Conditions, these homes will be awarded four points each.
- See Attachment 2—Arlington Heights Design Standards and Guidelines for Redevelopment for list of existing structure finished floor elevations and Base Flood Elevations (BFE) and an exhibit of the Non-FEMA Flood Risk mapping.
- See Attachment 2—Arlington Heights Design Standards and Guidelines for Redevelopment for additional information related to historic structures and the Secretary of Interior (SOI) Standards for the Treatment of Historic Properties.

(Attachment 3.1) Tree Survey



Plot Date: 5/18/2022 7:51 AM Plot By: dj Filename: N:\SW\Drawings\CV-ALL-PL-TREESURV.dwg



(Attachment 3.2)

Structure Retention and Elevation Worksheet

Address	Elevation of Existing Structure 2' above Base Flood Elevation and in accordance with the City's Conditions (yes or no)	Elevation in Accordance with Secretary of the Interior Standards (SOI) for the Treatment of Historic Properties (yes or no)	If following SOI standards is proposed, briefly explain how:
2212 Carleton*			
2216 Carleton			
2220 Carleton			
2224 Carleton*			
2300 Carleton*			
2221 Western			
2213 Western*			
2201-2203 Western			
2205 Western		Not applicable	Not applicable

(Attachment 4)

No Title Policy Statement

I/We _____ would like to purchase the Property located at _____ and as part of my /our offer to purchase, I/WE acknowledge the following:

THE CITY OF FORT WORTH WILL CONVEY THE PROPERTY THROUGH THE USE OF A SPECIAL WARRANTY DEED AND DOES NOT FURTHER WARRANT TITLE TO THE PROPERTY. BE ADVISED THAT THE CITY OF FORT WORTH WILL NOT PROVIDE A TITLE POLICY OR TITLE INSURANCE ON THIS REAL ESTATE TRANSACTION. IF YOU NEED A TITLE COMPANY TO ISSUE A TITLE POLICY ON THE PROPERTY, PLEASE CONTACT YOUR TITLE COMPANY TO DETERMINE IF ONE CAN BE ISSUED BEFORE YOU SUBMIT YOUR BID TO THE CITY.

I/We will hold harmless and indemnify the City of Fort Worth from any defects in title of the above referenced properties.

Signature

Signature

Printed Name

Printed Name

Date

Date

(Attachment 5)

NO CONFLICT OF INTEREST STATEMENT

I/We _____ certify the following:

1. Neither I/we, nor my/our spouse(s), is/are a City of Fort Worth officer, employee or City Council appointed member of any board or commission.
2. The submission of the bid proposal and sale of this Property would not violate Code 2, Sec. 238 of the Fort Worth City Code, which states as follows:

FORT WORTH CITY CODE OF ORDINANCES

CHAPTER 2, SEC. 238

SEC.2-238. STANDARDS OF CONDUCT

- (a) No city officer, employee or advisory board member, or their spouses, shall knowingly:
- (1) Accept or solicit any benefit from any person, group or business entity that might reasonably tend to influence him in the discharge of his official duties;
 - (2) Grant in the discharge of his official duties any improper benefit to any person, group or business entity;
 - (3) Accept or solicit any benefit, including a promise of future employment, of sufficient economic value that it might reasonably tend to influence him, in the discharge of his official duties, from any person, group or business entity:
 - a. Who is licensed or has a substantial interest in any business entity that is licensed by any city department, agency, commission or board on which the city officer, employee or advisory board member serves; or
 - b. Who has a personal financial interest in any proposed ordinance or decision upon which the city officer, employee or advisory board member may or must act or make a recommendation; provided, however, that any city officer, employee or advisory board member and any spouses, may accept travel and related expenses and attend ceremonial functions, provided that such acceptance and attendance have been approved by the city council prior to the occurrence of the ceremonial function.
 - (4) Disclose any confidential information gained by reason of the position of the officer, employee or advisory board member concerning the property, operations, policies or affairs of the city, or use such confidential information to advance any personal interest, financial or otherwise, of such officer, employee or advisory board member, or others. This subparagraph (4) shall not preclude disclosure of such confidential information in connection with any investigation or proceeding regarding whether there has been a violation of the standards of conduct set forth in this article.
 - (5) Use one's position or office of employment, or city facilities, personnel, equipment or supplies for the private gain of the city officer, employee or advisory board member, or for the private gain of his spouse.
 - (6) Engage in any exchange, purchase or sale of property, goods or services with the city, except:
 - a. Rendering services to the city as an officer, employee or advisory board member;
 - b. The paying of taxes, fines, utility service or filing fees;
 - c. Subject to restrictions contained in the charter of the city, executing and performing any community facilities contract or plat in compliance with laws and regulations applicable to any person; provided, however, that if any city ordinance, rule or regulation allows any

discretion by the appropriate officers or employees of the city in the interpretation or enforcement of such ordinance, rule or regulation any such discretion shall be exercised in favor of the city in connection with any such community facilities contract or plat;

d. Members of advisory boards set up by ordinance, charter or state law who are not otherwise officers or employees of the city, may engage in any exchange, purchase or sale of property, goods or services with the city, or enter into a contract with the city, provided, however, that the board of which they are a member has no advisory function or cognizance, direct or indirect, present or prospective, with respect to the transaction in which such advisory board member engages or proposes to engage.

(b) No member of the city council, salaried city officer or city employee shall knowingly represent, directly or indirectly, any person, group or business entity:

- (1) Before the city council or any department agency, board or commission of the city;
- (2) In any action or proceeding against the interests of the city or in any litigation in which the city or any department, agency, board or commission thereof is a party; or
- (3) In any action or proceeding in the municipal courts of the city which was instituted by a city officer or employee in the course of official duties, or a criminal proceeding in which any city officer or employee is a material witness for the prosecution.

(c) No member of a city board or commission shall knowingly represent, directly or indirectly, any person, group or business entity:

- (1) Before the board of commission of which he or she is a member;
- (2) Before a board or commission which has appellate jurisdiction over the board or commission of which he or she is a member;
- (3) Before the city council in a matter over which the board or commission of which he or she is a member has authority or an advisory function, direct or indirect, present or prospective;
- (4) In any action or proceeding against the interests of the city or in any litigation in which the city or any department, agency, board or commission thereof is a party; or
- (5) In any action or proceeding in the municipal courts of the city which was instituted by a city officer or employee in the course of official duties, or a criminal proceeding in which any city officer or employee is a material witness for the prosecution.

(d) The restrictions in this section do not prohibit the following:

- (1) A city employee or member of a city board or commission (other than city council), or his or her spouse, appearing before the city council or a city department, agency, board or commission to represent himself or herself in a matter affecting his or her property; provided, however, that no such person, or his or her spouse, shall appear before the board or commission of which he or she is a member; or
- (2) A city employee or officer of an employee organization appearing before the city council or a city department, agency, board or commission to address employment matters; or
- (3) Otherwise eligible city employees or their spouses from participating in federal- or state-funded programs administered through the City of Fort Worth where the benefits of such programs are available to members of the general public and where the city employee has no administrative, evaluative or decision-making authority concerning the program in which he or she wishes to participate.
- (4) A partner, associate or relative of a member of the city council, or of a salaried city officer or employee, from representing a person, group or business entity in an action or proceeding in the municipal courts of the city which was instituted by a city officer or employee in the course of official duties, or in a criminal proceeding in which a city officer or employee is a material witness for the prosecution.

(Ord. No. 10617, § 1(1), 6-26-90; Ord. No. 10751, § 1, 12-18-90; Ord. No. 10739, § 1, 12-6-90; Ord. No. 11428, § 1, 10-19-93; Ord. No. 12611, § I(2), 8-8-96; Ord. No. 12612, § I, 8-8-96; Ord. No. 12839, § 1, 1-28-97)

Signature

Printed Name: _____

Date: _____

Signature

Printed Name: _____

Date: _____

Bidder's Initial _____

(Attachment 6)

PHOTOS OF EXISTING HOMES

Additional photos can be found in the City's appraisals

2212 Carleton



2216 Carleton



**2216 Carleton
Garage Apartment**



Bidder's Initial _____

2220 Carleton



**2220 Carleton
Detached Garage**



2224 Carleton



**2224 Carleton
Detached Garage**



2300 Carleton



Bidder's Initial _____

**2300 Carleton
Detached Garage/Apartment**



2221 Western



2213 Western



2205 Western



2201/2203 Western

