

## **COMMERCIAL SIGNAGE IMPROVEMENT PROGRAM**

[https://www.arlingtontx.gov/city\\_hall/departments/planning\\_development\\_services/land\\_development/signs/commercial\\_signage\\_improvement\\_program](https://www.arlingtontx.gov/city_hall/departments/planning_development_services/land_development/signs/commercial_signage_improvement_program)

On May 23, 2023, the Arlington City Council approved the Commercial Signage Improvement Program by resolution to incentivize the voluntary removal of non-conforming pole signs and the installation of new (wall, ground, blade, etc.) signs that conform to the sign standards found in Article 7 of the City's Unified Development Code. This pilot program is focused on businesses along Abram Street but is open to any commercial business in the City of Arlington with a non-conforming pole sign on their property.

The program is designed to reduce the visual clutter along major thoroughfares, thereby improving automobile and pedestrian safety. The removal of non-conforming signs will significantly enhance property values, business opportunities, and community appearance - all to strengthen Arlington's economic stability. The installation of new, conforming signs that better integrate with the surrounding environment will further promote local development and stimulate business and commercial activity in Arlington.

- As part of this incentive program, each qualifying business or property owner may receive a grant up to \$10,000 to reimburse the removal costs of all components of the non-conforming sign and to install a new, conforming sign on premises.
- To apply for a program grant, business owners must complete the Commercial Signage Improvement Program Application and submit all required documentation via email to the Planning department.
- There is limited funding for the Commercial Signage Improvement Program, all applications are considered on a first-come, first-served basis.

THE STATE OF TEXAS §

§ Arlington Commercial Signage Improvement

§ Chapter 380 Program Agreement

COUNTY OF TARRANT §

THIS ARLINGTON COMMERCIAL SIGNAGE IMPROVEMENT CHAPTER 380 PROGRAM AGREEMENT (hereafter referred to as "Agreement") is executed on July 21, 2023 by and between A. Craig Barton (hereafter referred to as "Property Owner"), and the City of Arlington, Texas, a home-rule city and municipal corporation of Tarrant County, Texas, acting by and through its City Manager or his designee, (hereafter referred to as "City").

WITNESSETH:

WHEREAS, the Property Owner is the owner of commercial property located at 107 N. Collins, Arlington, Texas (the "Property") having one or more non-conforming pole-sign installed prior July 10, 2014; and

WHEREAS, Texas Local Government Code Chapter 380 allows the City to provide incentives for the promotion of economic development; and

WHEREAS, commercial sign regulation and conformity in the City promotes economic development within the City and is essential for continued economic growth and vitality of the City; and

WHEREAS, commercial sign conformity encourages the relocation of businesses, attracts new business enterprises, and promotes the expansion of existing business enterprises within the City, which in turn stimulates growth, creates jobs, and increases property and sales tax revenues; and

WHEREAS, the City has determined that providing an economic development incentive in accordance with this Agreement will further the objectives of the City, will benefit the City and the City's inhabitants, will promote local economic development, and stimulate business and commercial activity in the City; NOW THEREFORE,

In consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**I.**  
**DEFINITIONS**

- A. Approved Project – shall mean the removal, and if applicable replacement, of an existing non-conforming commercial pole signage approved by the City of Arlington’s City Manager (or his designee) as being eligible for an incentive under the Commercial Signage Improvement Program and identified in the attached Exhibit “A.”
- B. Completion Date – shall mean the date of the City’s final inspection of the Property following the conclusion of the Approved Project, which shall occur within three (3) years after this Agreement is executed.
- C. Effective Date – shall mean the date of execution noted above.
- D. Expiration Date – shall mean the day following the date the City pays the final Incentive Payment to the Property Owner.
- E. Commercial Signage Improvement Program – shall mean the City of Arlington Home Improvement Incentive Program adopted by Resolution No. 23-144 on May 23, 2023.
- F. Property – shall mean the commercial property, located at 107 N. Collins, Arlington, Texas.
- G. Property Owner – shall mean the owner of the Property.

**II.**  
**TERM**

The term of this Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated as provided herein.

**III.**  
**ECONOMIC DEVELOPMENT INCENTIVE**

- A. Subject to the Property Owner’s continued compliance with and satisfaction of the terms and conditions of this Agreement as set forth in Article IV, as well as the Property Owner’s obligation to repay the Incentive pursuant to Section V.B., the City agrees to make the following Incentive Payments to the Property Owner:
- i. An amount equal to one hundred percent (100%) of the cost of demolishing the top half of the pole sign located on the Property to be paid to the Property Owner within thirty (30) days of submission to the City of documentation evidencing the costs incurred to demolish the top half of the pole sign located on the Property.
  - ii. An amount equal to one hundred percent (100%) of the cost of demolishing the remaining half of the pole sign located on the Property to be paid to the Property Owner within thirty (30) days of submission to the City of documentation evidencing the costs incurred to demolish the remaining half of the pole sign located on the Property
  - iii. An amount equal to fifty percent (50%) of the costs to design and construct conforming replacement signage on the Property to be paid to the Property Owner within thirty (30) days of submission to the City of documentation evidencing the costs incurred to design and construct conforming

replacement signage on the Property.

- iv. Notwithstanding the above, under no circumstances shall the cumulative total of the three Incentive Payments identified in subsections III.A.i, III.A.ii, and III.A.iii. above exceed Ten Thousand Dollars (\$10,000).

B. The Incentive Payments provided for in this Agreement shall be paid solely from lawfully available funds that have been appropriated by the City Council for the Commercial Signage Improvement Program. Funds available for the Commercial Signage Improvement Program shall be paid out on a first come first serve basis. Under no circumstances shall the City's obligation to pay the Incentive Payments be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the City's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution or other third party.

#### IV. INCENTIVE CONDITIONS

The City's obligation to pay the Incentive Payments to the Property Owner shall be conditioned upon the Property Owner's continued compliance with and satisfaction of the terms and conditions of this Agreement as set forth in this Article IV.

A. Inspections. ~~The Property Owner agrees to submit to periodic inspections of the Property by the City during the period beginning on the Commencement Date and ending on the Completion Date.~~

B. Completion of the Approved Project. The Property Owner shall cause the existing non-conforming commercial pole sign to be fully demolished by the Completion Date.

C. Payment of Taxes, Fines, Other Monies. The Property Owner shall timely pay all taxes owed to the City for the Property as well as any other property owned by the Property Owner and located in the City of Arlington, Texas throughout the term of this Agreement. In addition, the Property Owner shall timely pay all fines or other monies owed to the City of Arlington throughout the term of this Agreement.

D. Undocumented Workers. The Property Owner shall not knowingly employ an undocumented worker as that term is defined by Section 2264.01(4) of the Texas Government Code. In accordance with Section 2265.052 of the Texas Government Code, if the Property Owner is convicted of a violation under 8 U.S.D. section 1324a(f), the Property Owner shall repay to the City the full amount of the Incentive plus 10% per annum from the date the Incentive was made. Repayment shall be paid within 120 days after the date the Property Owner receives notice of such from the City.

E. Compliance with Laws. The Property Owner shall comply with all City ordinances, state and federal laws in performing its obligations under this Contract. This includes obtaining any and all necessary governmental approvals and permits for the Approved Project.

#### V. TERMINATION

A. This Agreement shall terminate upon the occurrence of any one of the following:

- i. mutual agreement of the parties;
- ii. the Expiration Date;
- iii. by the City, in its sole discretion, in the event the Property Owner breaches any term or condition of this Agreement and such breach is not cured within sixty (60) days after written notice from the City thereof;
- iv. if any subsequent Federal or State legislation or any final, non-appealable decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable; or
- v. by the City, in its sole discretion, in the event that funding allocated by the City Council for purposes of funding the Home Improvement Program is depleted, reprogrammed for other purposes, or otherwise unavailable for the intended purposes of the Home Improvement Program.

B. In the event of termination by the City pursuant to Section V.A.iii, the Property Owner shall immediately repay the City an amount equal to the Incentive Payments, if any, paid to the Property Owner prior to termination of this Agreement. The Property Owner's obligation to repay the Incentive Payments shall survive termination of this Agreement. The City Attorney has the authority, on behalf of the City, to initiate any litigation necessary to pursue repayment of the Incentive Payments pursuant to this Agreement.

## VI. MISCELLANEOUS

- A. Assignment. This Agreement may not be assigned by the Property Owner without the prior written consent of the City.
- B. Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and assigns of the parties hereto.
- C. Limitation on Liability. It is understood and agreed between the parties that the Property Owner, in satisfying the conditions of this Agreement, including but not limited to causing the completion of the Approved Project, is acting independently and the City assumes no responsibilities or liabilities to any third parties in connection with these actions.
- D. No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties.
- E. Authorization. Each party represents that they have full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.
- F. Notices. All notices called for or required by this Agreement shall be addressed to the following in writing, by certified mail, postage prepaid, or by hand delivery:

Property Owner:

A. Craig Barton  
A. Craig Barton

603 Craon Colony Dr  
Arlington, TX 76006

City: City of Arlington  
Attention: \_\_\_\_\_  
Mail Stop 01-0260  
P.O. Box 90231  
Arlington, Texas 76004-3231

With a copy to: City of Arlington  
City Attorney  
Mail Stop 63-0300  
P.O. Box 90231  
Arlington, Texas 76004-3231

G. Applicable Law. This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State's District Court of Tarrant County, Texas. ~~This Agreement is performable in Tarrant County, Texas.~~

H. Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

I. Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

J. Severability. In the event any one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and it is the intention of the parties that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid, and enforceable and is as similar to the original provision as possible.

K. Recitals. The recitals to this Agreement are incorporated herein.

L. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

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

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

**PROPERTY OWNER**

BY A. Craig Barton

Signature

A. Craig Barton  
Typed or Printed Name

WITNESS:

**CITY OF ARLINGTON, TEXAS**

BY [Signature]

JENNIFER WICHMANN  
Assistant City Manager

ATTEST:

[Signature]  
ALEX BUSKEN, City Secretary

APPROVED AS TO FORM:  
MOLLY SHORTALL, City Attorney

BY [Signature]

THE STATE OF TEXAS §  
§ PROPERTY OWNER

COUNTY OF ~~DALLAS~~ § Tarrant **Acknowledgment**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared A. Craig Barton, who is known to me or who was proved to me on the oath of \_\_\_\_\_ (name of person identifying

the acknowledging person) or who was proved to me through TXDL  
(description of identity card or other document issued by the federal or state government  
containing the picture and signature of the acknowledging person) to be the person  
whose name is subscribed to the forgoing instrument, and acknowledged to me that  
he/she executed same for the purposes and consideration therein expressed, and in the  
capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 20th day  
of July, 2023

Sherry Sanders  
Notary Public in and for

The State of Texas

Sherry Sanders  
Notary's Printed Name

05/30/2024  
My Commission Expires



THE STATE OF TEXAS        §  
   §        CITY OF ARLINGTON, TEXAS  
COUNTY OF TARRANT       §        Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of  
Texas, on this day personally appeared Jennifer Wichmann known to me to be the  
person whose name is subscribed to the foregoing instrument, and acknowledged to me  
that he/she executed same for and as the act and deed of the CITY OF ARLINGTON,  
TEXAS, a municipal corporation of Tarrant County, Texas, and as an ASSISTANT  
CITY MANAGER thereof, and for the purposes and consideration therein expressed, and  
in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 1st day  
of August, 2023

Deloris L. Anderson  
Notary Public in and for

The State of Texas

Deloris L. Anderson  
Notary's Printed Name

01/16/2027  
My Commission Expires

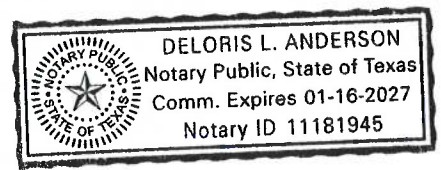


Exhibit "A"  
  
Approved Project



THE STATE OF TEXAS       §  
  §  
  §  
COUNTY OF TARRANT     §

**Arlington Commercial Signage Improvement  
Chapter 380 Program Agreement**

THIS ARLINGTON COMMERCIAL SIGNAGE IMPROVEMENT CHAPTER 380 PROGRAM AGREEMENT (hereafter referred to as "Agreement") is executed on August 30, 2023, by and between Mas Tacos, (hereafter referred to as "Property Owner"), and the City of Arlington, Texas, a home-rule city and municipal corporation of Tarrant County, Texas, acting by and through its City Manager or his designee, (hereafter referred to as "City").

WITNESSETH:

WHEREAS, the Property Owner is the owner of commercial property located at 2012 S. Cooper St., Arlington, Texas (the "Property") having one or more non-conforming pole signs installed prior to July 10, 2014; and

WHEREAS, Texas Local Government Code Chapter 380 allows the City to provide incentives for the promotion of economic development; and

WHEREAS, commercial sign regulation and conformity in the City promotes economic development within the City and is essential for continued economic growth and vitality of the City; and

WHEREAS, commercial sign conformity encourages the relocation of businesses, attracts new business enterprises, and promotes the expansion of existing business enterprises within the City, which in turn stimulates growth, creates jobs, and increases property and sales tax revenues; and

WHEREAS, the City has determined that providing an economic development incentive in accordance with this Agreement will further the objectives of the City, will benefit the City and the City's inhabitants, will promote local economic development, and stimulate business and commercial activity in the City; NOW THEREFORE,

In consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**I. DEFINITIONS**

- A. Approved Project – shall mean a project for removing and/or replacing existing non-conforming commercial signage approved by the City of Arlington's City Manager (or his designee) as being eligible for an incentive under the Commercial Signage Improvement Program and identified in the attached **Exhibit "A."**
- B. Commencement Date – shall mean the date when this agreement is executed.
- C. Completion Date – shall mean the date of the City's final inspection of the subject property following the conclusion of the Approved Project, which shall occur within ninety (90) days after this Agreement is executed.

- D. Effective Date – shall mean the date of execution noted above.
- E. Expiration Date – shall mean the day following the date the City pays the Incentive, if any, to the Property Owner.
- F. Commercial Signage Improvement Program – shall mean the City of Arlington Commercial Signage Improvement Program adopted by Resolution No. 23-144 on May 23, 2023.
- G. Property – shall mean the commercial property, located at 2012 S. Cooper St.,  
Arlington, Texas.
- H. Property Owner – shall mean the owner of the Property.

## **II. TERM**

The term of this Agreement shall begin on the Effective Date and continue until the Expiration Date unless sooner terminated as provided herein.

## **III. ECONOMIC DEVELOPMENT INCENTIVE**

- A. Subject to the Property Owner’s continued compliance with and satisfaction of the terms and conditions of this Agreement as set forth in Article IV, as well as the Property Owner’s obligation to repay the Incentive pursuant to Section V.B., the City agrees to pay the Incentive to the Property Owner within thirty (30) days after the Completion Date.
- B. The Incentive provided for in this Agreement shall be paid solely from lawfully available funds that have been appropriated by the City Council for the Commercial Signage Improvement Program. Funds available for the Commercial Signage Improvement Program shall be paid out on a first-come, first-served basis. Under no circumstances shall the City’s obligation to pay the Incentive be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the City’s obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution or other third party.

## **IV. INCENTIVE CONDITIONS**

The City’s obligation to pay the Incentive to the Property Owner shall be conditioned upon the Property Owner’s continued compliance with and satisfaction of the terms and conditions of this Agreement as set forth in this Article IV.

- A. Inspections. The Property Owner agrees to submit to periodic inspections of the Property by the City during the period beginning on the Commencement Date and ending on the Completion Date.
- B. Completion of the Approved Project. The Property Owner shall cause the Completion Date to occur on or before the ninetieth (90) day following the Effective Date.
- C. Payment of Taxes, Fines, Other Monies. The Property Owner shall timely pay all taxes owed to the City for the Property as well as any other property owned by the Property Owner and located in the City of Arlington, Texas, throughout the term of this Agreement. In addition, the Property

Owner shall timely pay all fines or other monies owed to the City of Arlington, Texas, throughout the term of this Agreement.

- D. Undocumented Workers. The Property Owner shall not knowingly employ an undocumented worker as the term is defined by Section 2264.01(4) of the Texas Government Code. In accordance with Section 2265.052 of the Texas Government Code, if the Property Owner is convicted of a violation under 8 U.S.D. section 1324a(f), the Property Owner shall repay to the City the full amount of the Incentive plus ten (10) percent per annum from the date the Incentive was made. Repayment shall be paid within 120 days after the date the Property Owner receives notice of such from City.
- E. Compliance with Laws. The Property Owner shall comply with all City ordinances, State, and Federal laws in performing its obligations under this Agreement. This includes obtaining any and all necessary governmental approvals and permits for the Approved Project.

## V. TERMINATION

- A. This agreement shall terminate upon the occurrence of any one of the following:
- i. mutual agreement of the parties;
  - ii. the Expiration Date;
  - iii. by the City, in its sole discretion, in the event the Property Owner breaches any term or condition of this Agreement, and such breach is not cured within sixty (60) days after written notice from the City thereof;
  - iv. if any subsequent Federal or State legislation or any final, non-appealable decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable; or
  - v. by the City, in its sole discretion, in the event that funding allocated by the City Council for purposes of funding the Commercial Signage Improvement Program is depleted, reprogrammed for other purposes, or otherwise unavailable for the intended purposes of the Commercial Signage Improvement Program.
- B. In the event of termination by the City pursuant to Section V.A.iii, the Property Owner shall immediately repay the City an amount equal to the Incentive, if any, paid to the Property Owner prior to termination of this Agreement. The Property Owner's obligation to repay the Incentive shall survive termination of this Agreement. The City Attorney has the authority, on behalf of the City, to initiate any litigation necessary to pursue repayment of the Incentive pursuant to this Agreement.

## VI. MISCELLANEOUS

- A. Assignment. This Agreement may not be assigned by the Property Owner without the prior written consent of the City.
- B. Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and assigns of the parties hereto.

- C. Limitation on Liability. It is understood and agreed between the parties that the Property Owner, in satisfying the conditions of this Agreement, including but not limited to causing the completion of the Approved Project, is acting independently and the City assumes no responsibilities or liabilities to any third parties in connection with these actions.
- D. No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties.
- E. Authorization. Each party represents that they have full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.
- F. Notices. All notices called for or required by this Agreement shall be addressed to the following in writing, by certified mail, postage prepaid, or by hand delivery:

Property Owner: Melissa Cuellar  
2012 S. Cooper St.  
Arlington, Texas 76010

City: City of Arlington  
Planning and Development Services  
Mail Stop: 01-0241  
P.O. Box 90231  
Arlington, Texas 76004-3231

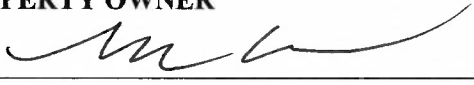
With a copy to: City of Arlington  
City Attorney  
Mail Stop 63-0300  
P.O. Box 90231  
Arlington, Texas 76004-3231

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- G. Applicable Law. This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State's District Court of Tarrant County, Texas. This Agreement is performable in Tarrant County, Texas.
  - H. Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.
  - I. Amendment. This Agreement may only be amended by the mutual written agreement of the parties.
  - J. Severability. In the event any one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and it is the intention of the parties that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid, and enforceable and is as similar to the original provision as possible.
  - K. Recitals. The recitals to this Agreement are incorporated herein.

- L. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
- M. Headings. The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

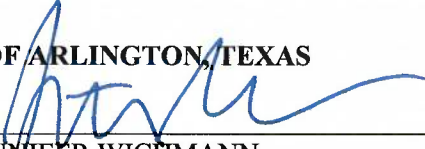
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

**PROPERTY OWNER**

By:   
Signature  
Melissa Cuellar  
Typed or Printed Name

WITNESS:

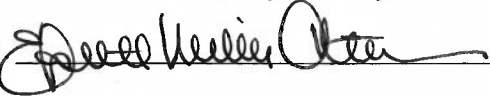
\_\_\_\_\_

**CITY OF ARLINGTON, TEXAS**  
By:   
JENNIFER WICHMANN  
Deputy City Manager

ATTEST:

  
ALEX BUSKEN  
City Secretary

APPROVED AS TO FORM:  
MOLLY SHORTALL, City Attorney

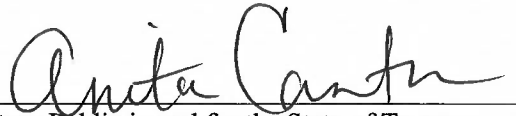
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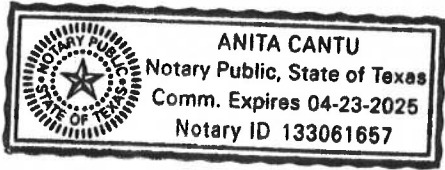
THE STATE OF TEXAS §  
§  
§  
COUNTY OF TARRANT §

**PROPERTY OWNER**  
**Acknowledgement**

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 3rd day of August, 2023.

  
\_\_\_\_\_  
Notary Public in and for the State of Texas



Anita Cantu  
\_\_\_\_\_  
Notary's Printed Name

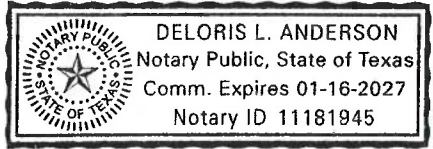
April 23, 2025  
\_\_\_\_\_  
My Commission Expires

THE STATE OF TEXAS     §  
  §  
  §  
COUNTY OF TARRANT   §

**CITY OF ARLINGTON, TEXAS**  
**Acknowledgement**

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 30 day of August, 2023.



Deloris L. Anderson  
Notary Public in and for the State of Texas

Deloris L. Anderson  
Notary's Printed Name

01/16/2027  
My Commission Expires



July 25, 2023

ATTN: Mr. Jacob Browning, City of Arlington  
FROM: Melissa Cuellar, Mas Tacos  
RE: Commercial Signage Improvement Program

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Mr. Browning,

My name is Melissa Cuellar, and I am the owner of Mas Tacos located at 2012 S. Cooper. First, thank you for allowing us the opportunity to submit the application for the Commercial Signage Improvement initiative. This is a wonderful initiative that can assist many small business owners offset the high cost of commercial signage while helping the beautification initiative through the City of Arlington.

I have attached my application and supporting documentation for your review. Thank you in advance for your consideration. Please feel free to contact me at [mastacosarlington@gmail.com](mailto:mastacosarlington@gmail.com) or on my cell phone at 972-322-7329 if you require additional information.

Kindest Regards,

A handwritten signature in black ink, appearing to read "Melissa Cuellar".

Melissa Cuellar  
Mas Tacos - Proprietor

2012 S. COOPER STREET1  
ARLINGTON, TEXAS 76013  
PHONE #: 682-252-4073





# APPLICATION

## Commercial Signage Improvement Program

The purpose of this program is to incentivize business and property owners to remove non-conforming pole signs and install signs that conform to the Sign Regulations of the Unified Development Code. This program has been developed to strengthen the economic stability of Arlington's tax base and to avoid visual clutter, which is potentially harmful to automobile and pedestrian safety, property values, business opportunities, and community appearance. The integration of signs that better mesh with the surrounding environment, including scale of development, landscaping, and building design, will promote local development and simulate business and commercial activity.

### Process

Once an application has been received by the City of Arlington Planning and Development Services:

1. City staff will review the application for completeness within 5 days of receiving the application.
2. If the application is determined eligible, the City will prepare an agreement to be signed by the applicant.
3. Once the City has also signed the agreement, the applicant receives a notice to proceed on the approved project (Note: no portion of the approved improvement project should begin until the agreement has been fully executed).
4. When the project is complete, the applicant should submit a "Claim Form" to the City of Arlington.
5. City staff will review the Claim Form and may inspect the property for completeness.
6. Once an incentive has been paid to the applicant, the agreement has been fulfilled and there are no further obligations for the applicant.

**Applicant Information** (if multiple owners, include identical information on attached sheet)

Applicant Name\*: Mas Tacos

\*A legible copy of a current government photo ID is required to be submitted by the applicant.

Phone: 9723227329

Email: mastacosarlington@gmail.com

Applicant's Mailing Address: 1634 Cedar Hill Rd.

City: Duncanville

State: Texas

ZIP Code: 75137

Applicant is:  Business Owner  Property Owner  Contractor  Authorized Agent

1. Project Address: 1202 S. Cooper Street

2. Name of Business: Mas Tacos

3. Required Documents: These documents must be submitted prior to City staff's review of this application and each pole sign requires a separate application:

- Plat/map of **existing** pole sign location
- Plat/map of **new** conforming sign location, if applicable
- Drawings/photographs to illustrate the **existing** pole sign
- Drawings/photographs to illustrate the **new** conforming sign, if applicable
- Dimensions and description of the **existing** pole sign
- Dimensions and description of **new** conforming sign, if applicable
- Quote or estimate from contractor for the removal of **existing** pole sign
- Quote or estimate from contractor for the installation of **new** conforming sign, if applicable
- Signed W-9
- Copy of current government-issued photo ID
- Any additional information to help staff understand the project
- Completed application

4. Proposed Scope of Work: Please check all that apply:

- Removing an existing pole sign
- Installation of new, conforming sign


# Commercial Signage Improvement Program

- 5. Illumination. Is the existing pole sign internally illuminated?  Yes  No
  - a. Type of sign illumination:  Neon  LED/other  N/A
  - b. Is there an existing Electronic Message Center (EMC) on the sign?  Yes  No
- 6. Is this a historic sign?  Yes  No
- 7. Existing Pole Sign Valuation - Declared: \$ 1500
- 8. Estimated Pole Sign Removal Cost: \$ 0
- 9. Estimated New Conforming Sign Construction/Installation Cost: \$ 10,995
- 10. New Conforming Sign Square Footage: 3' x 8' (24 sf)
- 11. New Conforming Sign Type:  Ground  Wall  Other \_\_\_\_\_
- 12. Are there any other signs currently on this site?  Yes  No
  - a. Please describe: Just a pole and a brick base that has been broken.

### Application Certification and Signature

I am authorized to sign this application for incentives and to certify through my signature below that the business for whom I am authorized to sign, or a branch, division, or department of the business, does not and will not knowingly employ an undocumented worker. If, after receiving an incentive or a "public subsidy" as defined in Government Code § 2264.001(3), the business or a branch, division, or department of the business, is convicted of a violation under 8 U.S.C. § 1324a(f), the business shall repay the amount of the incentive or the public subsidy with interest, at the rate and according to the other terms provided by an agreement required under Government Code § 2264.053, not later than the 120th day after the date the City notifies the business of the violation.

I certify that the information contained herein is true and correct.

  
 Signature  
 07-24-2023  
 Date

Owner  
 Title

This application must be completed and returned for consideration prior to any reimbursement. Upon receipt of this application, the City of Arlington may require other information as may be deemed appropriate for evaluating the application and other factors of the policy.

**A separate sign permit application is required for each new sign that is to be installed/replaced.**

**All replacement signs MUST have an approved sign permit.**

In order to be approved for a new sign permit, a business must also have:

- Certificate of Occupancy approved or in review
- For new awning signs which require installing the awning: a Commercial Building Permit
- If you need to connect new wiring to light the sign (internally or externally) or for an EMC, an Electrical Permit
- Meet all sign requirements. All sign requirements can be found in Article 7 of the Unified Development Code.

**FOR OFFICE USE ONLY**

- Application received on: 07/25/2023
- Is the subject site within a Planned Development (PD) zoning?  Yes  No
- Is this a zoning "change of use" per the UDC use list?  Yes  No

Reviewed by: JB (staff signature) Date: 07/27/2023

**MAS TACOS  
2012 S. Cooper Street**

**EXISTING (OLD) POLE SIGN TO BE REMOVED**









401 N Central Expy  
 Ste# 600  
 Richardson, TX 75080  
 (469) 360-7429

EXHIBIT A  
**ESTIMATE**  
**EST-5247**

Payment Terms: Cash Customer

Created Date: 6/25/2023

**DESCRIPTION:** sign package

**Bill To:** mas tacos  
 2012 s cooper st  
 arlington, TX 76013  
 US

**Pickup At:** Signs Express  
 401 N Central Expy  
 Ste# 600  
 Richardson, TX 75080  
 US

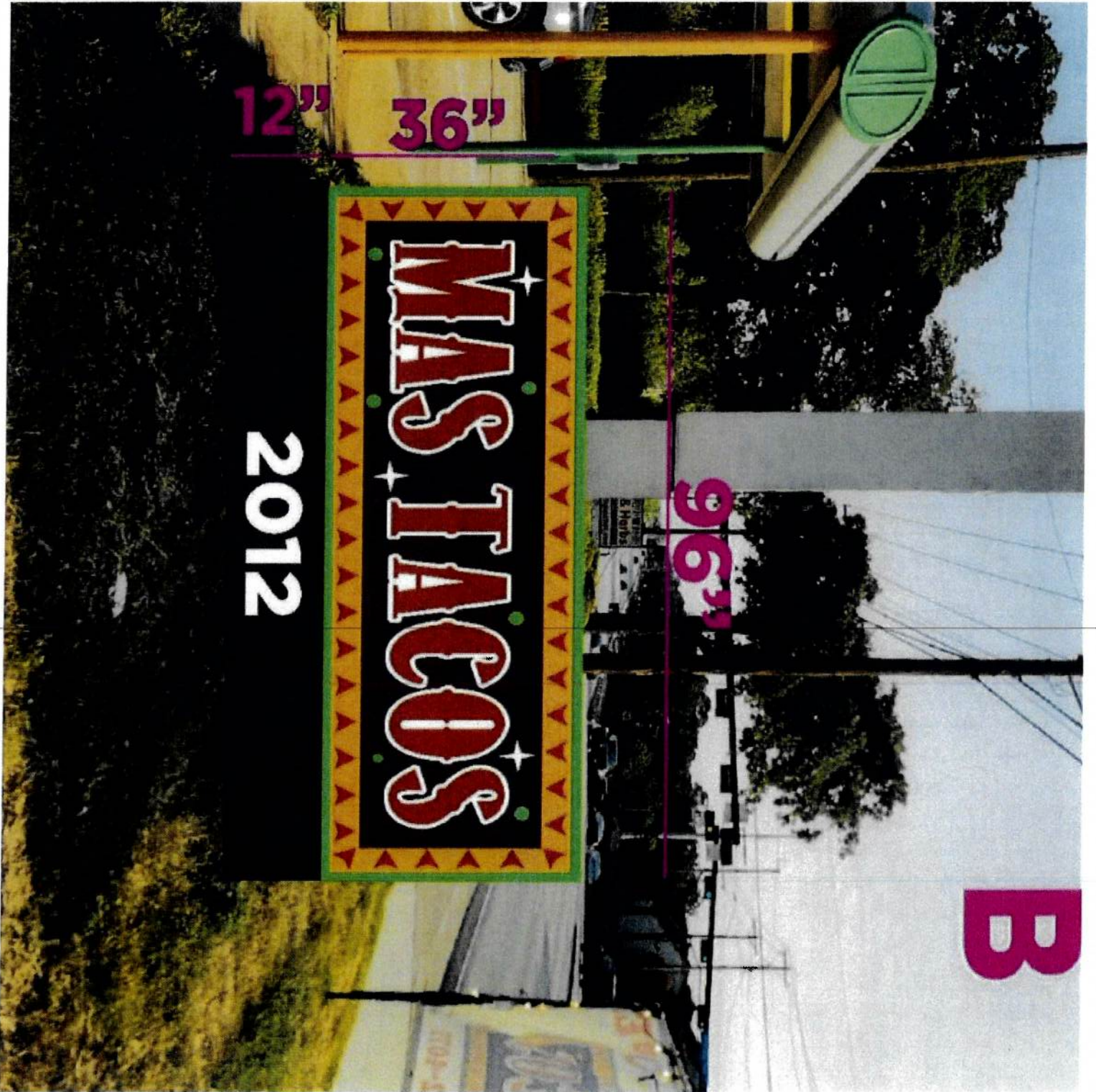
**Requested By:** MELISSA CUELLAR  
 Email: melissartx@aol.com  
 Tax ID: 3333

**Salesperson:** House Richardson

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	LIT UP CLOUD SIGN	1	\$3,000.00	\$3,000.00
2	install	3	\$0.00	\$0.00
3	permit	3	\$0.00	\$0.00
4	new moument sign double sided	1	\$10,995.00	\$10,995.00
5	old sign removal	1	\$0.00	\$0.00
			<b>Subtotal:</b>	\$13,995.00
			<b>Taxes:</b>	\$0.00
			<b>Grand Total:</b>	\$13,995.00

Signature:  Date: 07/20/2023

Proposed <sup>EXHIBIT A</sup> New Sign



THE STATE OF TEXAS §  
§  
§  
COUNTY OF TARRANT §

**Arlington Commercial Signage Improvement  
Chapter 380 Program Agreement**

THIS ARLINGTON COMMERCIAL SIGNAGE IMPROVEMENT CHAPTER 380 PROGRAM AGREEMENT (hereafter referred to as "Agreement") is executed on August 30, 2023 by and between Val Gibson, (hereafter referred to as "Property Owner"), and the City of Arlington, Texas, a home-rule city and municipal corporation of Tarrant County, Texas, acting by and through its City Manager or his designee, (hereafter referred to as "City").

WITNESSETH:

- WHEREAS, the Property Owner is the owner of commercial property located at 1025 West Abram St., Arlington, Texas (the "Property") having one or more non-conforming pole signs installed prior to July 10, 2014; and
- WHEREAS, Texas Local Government Code Chapter 380 allows the City to provide incentives for the promotion of economic development; and
- WHEREAS, commercial sign regulation and conformity in the City promotes economic development within the City and is essential for continued economic growth and vitality of the City; and
- WHEREAS, commercial sign conformity encourages the relocation of businesses, attracts new business enterprises, and promotes the expansion of existing business enterprises within the City, which in turn stimulates growth, creates jobs, and increases property and sales tax revenues; and
- WHEREAS, the City has determined that providing an economic development incentive in accordance with this Agreement will further the objectives of the City, will benefit the City and the City's inhabitants, will promote local economic development, and stimulate business and commercial activity in the City; NOW THEREFORE,

In consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**I. DEFINITIONS**

- A. Approved Project – shall mean a project for removing and/or replacing existing non-conforming commercial signage approved by the City of Arlington's City Manager (or his designee) as being eligible for an incentive under the Commercial Signage Improvement Program and identified in the attached Exhibit "A."
- B. Commencement Date – shall mean the date when this agreement is executed.
- C. Completion Date – shall mean the date of the City's final inspection of the subject property following the conclusion of the Approved Project, which shall occur within ninety (90) days after this Agreement is executed.



- D. Effective Date – shall mean the date of execution noted above.
- E. Expiration Date – shall mean the day following the date the City pays the Incentive, if any, to the Property Owner.
- F. Commercial Signage Improvement Program – shall mean the City of Arlington Commercial Signage Improvement Program adopted by Resolution No. 23-144 on May 23, 2023.
- G. Property – shall mean the commercial property, located at 1025 West Abram St.,  
Arlington, Texas.
- H. Property Owner – shall mean the owner of the Property.

## **II. TERM**

The term of this Agreement shall begin on the Effective Date and continue until the Expiration Date unless sooner terminated as provided herein.

## **III. ECONOMIC DEVELOPMENT INCENTIVE**

- A. Subject to the Property Owner’s continued compliance with and satisfaction of the terms and conditions of this Agreement as set forth in Article IV, as well as the Property Owner’s obligation to repay the Incentive pursuant to Section V.B., the City agrees to pay the Incentive to the Property Owner within thirty (30) days after the Completion Date.
- B. The Incentive provided for in this Agreement shall be paid solely from lawfully available funds that have been appropriated by the City Council for the Commercial Signage Improvement Program. Funds available for the Commercial Signage Improvement Program shall be paid out on a first-come, first-served basis. Under no circumstances shall the City’s obligation to pay the Incentive be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the City’s obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution or other third party.

## **IV. INCENTIVE CONDITIONS**

The City’s obligation to pay the Incentive to the Property Owner shall be conditioned upon the Property Owner’s continued compliance with and satisfaction of the terms and conditions of this Agreement as set forth in this Article IV.

- A. **Inspections.** The Property Owner agrees to submit to periodic inspections of the Property by the City during the period beginning on the Commencement Date and ending on the Completion Date.
- B. **Completion of the Approved Project.** The Property Owner shall cause the Completion Date to occur on or before the ninetieth (90) day following the Effective Date.
- C. **Payment of Taxes, Fines, Other Monies.** The Property Owner shall timely pay all taxes owed to the City for the Property as well as any other property owned by the Property Owner and located in the City of Arlington, Texas, throughout the term of this Agreement. In addition, the Property

Owner shall timely pay all fines or other monies owed to the City of Arlington, Texas, throughout the term of this Agreement.

- D. Undocumented Workers. The Property Owner shall not knowingly employ an undocumented worker as the term is defined by Section 2264.01(4) of the Texas Government Code. In accordance with Section 2265.052 of the Texas Government Code, if the Property Owner is convicted of a violation under 8 U.S.D. section 1324a(f), the Property Owner shall repay to the City the full amount of the Incentive plus ten (10) percent per annum from the date the Incentive was made. Repayment shall be paid within 120 days after the date the Property Owner receives notice of such from City.
- E. Compliance with Laws. The Property Owner shall comply with all City ordinances, State, and Federal laws in performing its obligations under this Agreement. This includes obtaining any and all necessary governmental approvals and permits for the Approved Project.

#### V. TERMINATION

- A. This agreement shall terminate upon the occurrence of any one of the following:
- i. mutual agreement of the parties;
  - ii. the Expiration Date;
  - iii. by the City, in its sole discretion, in the event the Property Owner breaches any term or condition of this Agreement, and such breach is not cured within sixty (60) days after written notice from the City thereof;
  - iv. if any subsequent Federal or State legislation or any final, non-appealable decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable; or
  - v. by the City, in its sole discretion, in the event that funding allocated by the City Council for purposes of funding the Commercial Signage Improvement Program is depleted, reprogrammed for other purposes, or otherwise unavailable for the intended purposes of the Commercial Signage Improvement Program.
- B. In the event of termination by the City pursuant to Section V.A.iii, the Property Owner shall immediately repay the City an amount equal to the Incentive, if any, paid to the Property Owner prior to termination of this Agreement. The Property Owner's obligation to repay the Incentive shall survive termination of this Agreement. The City Attorney has the authority, on behalf of the City, to initiate any litigation necessary to pursue repayment of the Incentive pursuant to this Agreement.

#### VI. MISCELLANEOUS

- A. Assignment. This Agreement may not be assigned by the Property Owner without the prior written consent of the City.
- B. Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and assigns of the parties hereto.

- C. Limitation on Liability. It is understood and agreed between the parties that the Property Owner, in satisfying the conditions of this Agreement, including but not limited to causing the completion of the Approved Project, is acting independently and the City assumes no responsibilities or liabilities to any third parties in connection with these actions.
- D. No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties.
- E. Authorization. Each party represents that they have full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.
- F. Notices. All notices called for or required by this Agreement shall be addressed to the following in writing, by certified mail, postage prepaid, or by hand delivery:

Property Owner:           Val Gibson  
                                  2414 Wimbledon Drive  
                                  Arlington, TX 76017

City:                        City of Arlington  
                                  Planning and Development Services  
                                  Mail Stop: 01-0241  
                                  P.O. Box 90231  
                                  Arlington, Texas 76004-3231

With a copy to:           City of Arlington  
                                  City Attorney  
                                  Mail Stop 63-0300  
                                  P.O. Box 90231  
                                  Arlington, Texas 76004-3231

- 
- G. Applicable Law. This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State's District Court of Tarrant County, Texas. This Agreement is performable in Tarrant County, Texas.
- H. Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.
- I. Amendment. This Agreement may only be amended by the mutual written agreement of the parties.
- J. Severability. In the event any one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and it is the intention of the parties that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid, and enforceable and is as similar to the original provision as possible.
- K. Recitals. The recitals to this Agreement are incorporated herein.

- L. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
- M. Headings. The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

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

**PROPERTY OWNER**

By: Val Gibson  
Signature

Val Gibson  
Typed or Printed Name

WITNESS:

\_\_\_\_\_

**CITY OF ARLINGTON, TEXAS**

By: Jennifer Wichmann  
JENNIFER WICHMANN  
Deputy City Manager

ATTEST:

Alex Busken  
ALEX BUSKEN  
City Secretary

APPROVED AS TO FORM:

MOLLY SHORTALL, City Attorney

By: Molly Shortall

THE STATE OF TEXAS

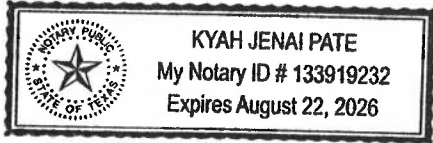
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**PROPERTY OWNER**  
**Acknowledgement**

COUNTY OF TARRANT

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 10 day of August, 2023.



Kyah Pate  
Notary Public in and for the State of Texas

Kyah Pate  
Notary's Printed Name

August 22, 2026  
My Commission Expires

THE STATE OF TEXAS

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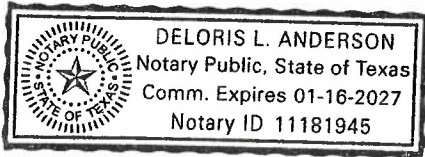
**CITY OF ARLINGTON, TEXAS**

**Acknowledgement**

COUNTY OF TARRANT

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 30 day of August, 2023.



Deloris L. Anderson  
Notary Public in and for the State of Texas

Deloris L. Anderson  
Notary's Printed Name

01/16/2027  
My Commission Expires



# APPLICATION

## Commercial Signage Improvement Program

The purpose of this program is to incentivize business and property owners to remove non-conforming pole signs and install signs that conform to the Sign Regulations of the Unified Development Code. This program has been developed to strengthen the economic stability of Arlington's tax base and to avoid visual clutter, which is potentially harmful to automobile and pedestrian safety, property values, business opportunities, and community appearance. The integration of signs that better mesh with the surrounding environment, including scale of development, landscaping, and building design, will promote local development and simulate business and commercial activity.

### Process

Once an application has been received by the City of Arlington Planning and Development Services:

1. City staff will review the application for completeness within 5 days of receiving the application.
2. If the application is determined eligible, the City will prepare an agreement to be signed by the applicant.
3. Once the City has also signed the agreement, the applicant receives a notice to proceed on the approved project (Note: no portion of the approved improvement project should begin until the agreement has been fully executed).
4. When the project is complete, the applicant should submit a "Claim Form" to the City of Arlington.
5. City staff will review the Claim Form and may inspect the property for completeness.
6. Once an incentive has been paid to the applicant, the agreement has been fulfilled and there are no further obligations for the applicant.

Applicant Information (if multiple owners, include identical information on attached sheet)

Applicant Name\*: Phadi Carney / The Tin Cup

\*A legible copy of a current government photo ID is required to be submitted by the applicant.

Phone: 817-303-5518 Email: contact@tincupdeli.com

Applicant's Mailing Address: 1025 W. Abram St.

City: Arlington State: Tx ZIP Code: 76013

Applicant is:  Business Owner  Property Owner  Contractor  Authorized Agent

1. Project Address: 1025 W. Abram St. Arlington Tx 76013

2. Name of Business: The Tin Cup

3. Required Documents: These documents must be submitted prior to City staff's review of this application and each pole sign requires a separate application:

- Plat/map of **existing** pole sign location
- Plat/map of **new** conforming sign location, if applicable
- Drawings/photographs to illustrate the **existing** pole sign
- Drawings/photographs to illustrate the **new** conforming sign, if applicable
- Dimensions and description of the **existing** pole sign
- Dimensions and description of **new** conforming sign, if applicable
- Quote or estimate from contractor for the removal of **existing** pole sign
- Quote or estimate from contractor for the installation of **new** conforming sign, if applicable
- Signed letter from property owner approving of project
- Signed W-9
- Copy of current government-issued photo ID
- Completed application

4. Proposed Scope of Work: Please check all that apply:

- Removing an existing pole sign
- Installation of new, conforming sign

# Commercial Signage Improvement Program

5. Illumination. Is the existing pole sign internally illuminated?  Yes  No
- a. Type of sign illumination:  Neon  LED/other  N/A
- b. Is there an existing Electronic Message Center (EMC) on the sign?  Yes  No
6. Is this a historic sign?  Yes  No
7. Existing Pole Sign Valuation - Declared: \$ 1500.00
8. Estimated Pole Sign Removal Cost: \$ \_\_\_\_\_
9. Estimated New Conforming Sign Construction/Installation Cost: \$ \_\_\_\_\_
10. New Conforming Sign Square Footage: 2ft x 4ft
11. New Conforming Sign Type:  Ground  Wall  Other \_\_\_\_\_
12. Are there any other signs currently on this site?  Yes  No
- a. Please describe: \_\_\_\_\_

### Application Certification and Signature

I am authorized to sign this application for incentives and to certify through my signature below that the business for whom I am authorized to sign, or a branch, division, or department of the business, does not and will not knowingly employ an undocumented worker. If, after receiving an incentive or a "public subsidy" as defined in Government Code § 2264.001(3), the business or a branch, division, or department of the business, is convicted of a violation under 8 U.S.C. § 1324a(f), the business shall repay the amount of the incentive or the public subsidy with interest, at the rate and according to the other terms provided by an agreement required under Government Code § 2264.053, not later than the 120th day after the date the City notifies the business of the violation.

I certify that the information contained herein is true and correct.

Signature

Title

Date

[Signature] President  
8/11/23

This application must be completed and returned for consideration prior to any reimbursement. Upon receipt of this application, the City of Arlington may require other information as may be deemed appropriate for evaluating the application and other factors of the policy.

**A separate sign permit application is required for each new sign that is to be installed/replaced.**

**All replacement signs MUST have an approved sign permit.**

In order to be approved for a new sign permit, a business must also have:

- A Certificate of Occupancy approved or in review
- For new awning signs which require installing the awning: a Commercial Building Permit
- If you need to connect new wiring to light the sign (internally or externally) or for an EMC, an Electrical Permit
- Meet all sign requirements. All sign requirements can be found in Article 7 of the [Unified Development Code](#).

**FOR OFFICE USE ONLY**

- Application received on: 08/08/23
  - Is the subject site within a Planned Development (PD) zoning?  Yes  No
  - Is this a zoning "change of use" per the UDC use list?  Yes  No
- Reviewed by: JB (staff signature) Date: 08/18/23

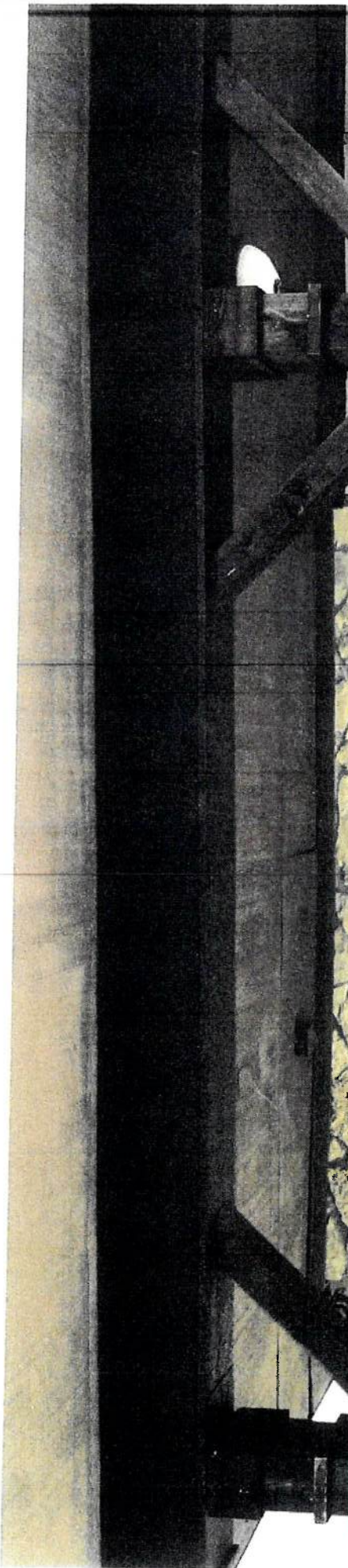
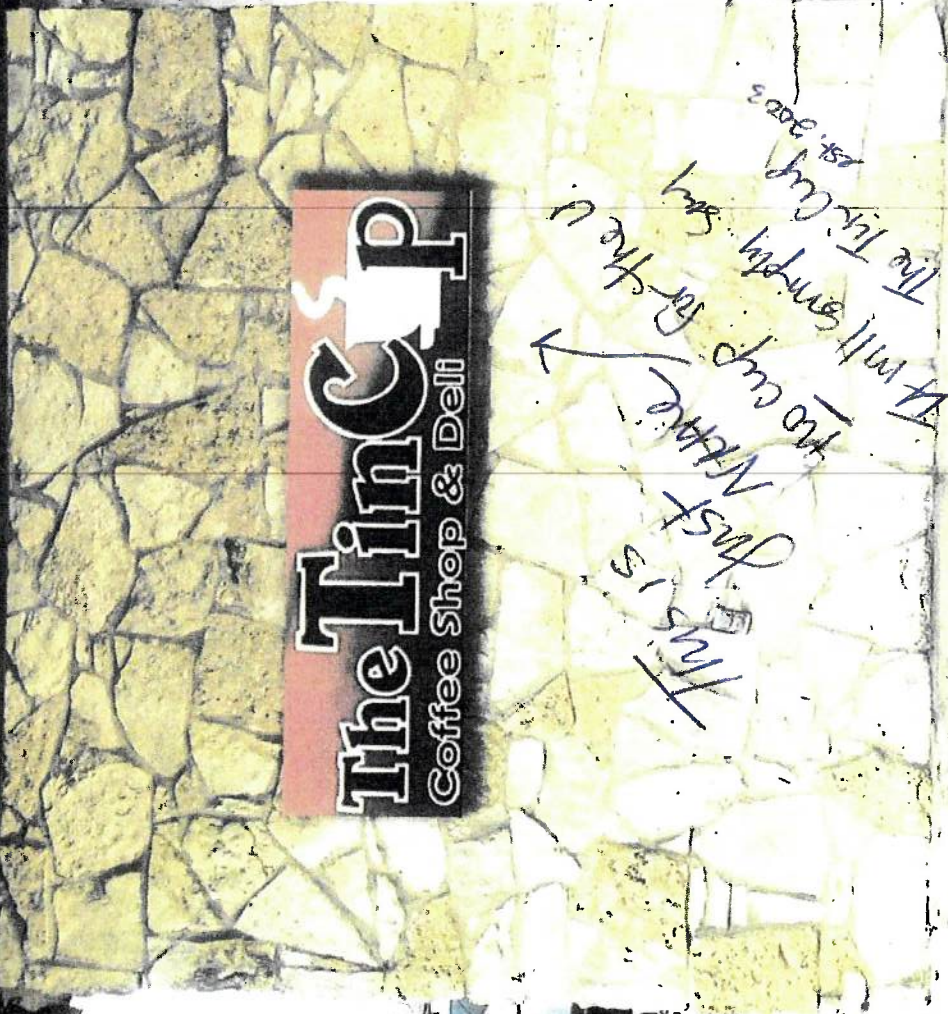
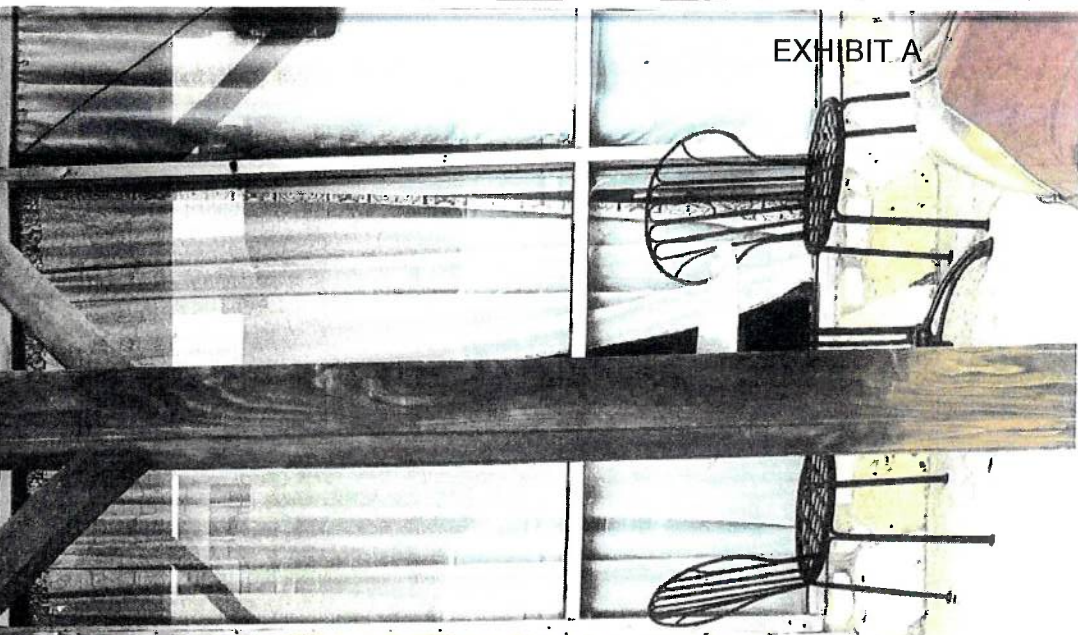


# The Tincup

Coffee Shop & Deli

This is  
first  
NATIVE  
Tincup for the U  
It will empty...  
The Tincup  
est. 2003

RESERVED  
TAKE-OUT  
CUSTOMER  
PARKING







1025 W Abram St

1025 W Abram St, Arlington, TX 76013

5.4 mi



1025 W Abram St  
 Arlington, TX 76013  
 US

Ms. Carney  
 1025 W Abram St  
 Arlington, TX 76013  
 US

EXHIBIT A

**Requested By:** Damon Carney  
 Email: bcarney777@gmail.com  
 Work Phone: (817) 303-5518

**Salesperson:** Carissa Wright  
 Email: carissa.wright@fastsigns.com  
 Entered By: Carissa Wright

NO.	Product Summary	QTY	UNIT PRICE	TAXABLE	AMOUNT
1	2ft x 4ft ALUM w/ Lam - Standoffs (x4)	1	\$279.38	\$279.38	\$279.38
1.1.1	Aluminum .040 - .040 ALUM Metal Part Qty: 1 Width: 4.00' Height: 2.00' Sides: 1  Text: (The Tin Cup Logo)  Notes: Red BG w/ Black Letters Square Cut w/ 1/4" Rounded Corners Matte Laminate Applied				
1.1.2	Laminate - 3 mil UV Matte - Matte Laminate Part Qty: 1 Width: 4.00' Height: 2.00'				
1.2	Standoffs - Standoffs For Mounting Part Qty: 4 - Size: Large  Notes: (x4) Large - Silver Standoffs - 1" Barrel Height - 7/16" Hole				
2	Installation	1	\$236.25	\$236.25	\$236.25

2.1	<b>Installation -</b> - # of Hours: 1.5  <b>Text:</b> Material: .040 Alum w/ (x4) standoffs - 1 in each corner (1" Barrel Height - 7/16" Hole)  Location: The Tin Cup - Arlington 1025 W Abram St, Arlington, TX 76013
-----	---

<b>Subtotal:</b>	\$515.63
<b>Taxable Amount:</b>	\$515.63
<b>Tax:</b>	\$0.00

8/5/23

To Mr. Jacob Browning, City of Arlington Planning and Zoning Department  
From Mr. Val Gibson

I am the property owner of 1025 West Abram Street where The Tin Cup is located. I agree to the removal of the nonconforming pole sign and to the addition of a new sign.

Regards,

A handwritten signature in black ink that reads "Val Gibson". The signature is written in a cursive style and is positioned above a horizontal line.

Val Gibson  
819.228.8558

THE STATE OF TEXAS     §  
  §  
  §  
COUNTY OF TARRANT   §

**Arlington Commercial Signage Improvement  
Chapter 380 Program Agreement**

THIS ARLINGTON COMMERCIAL SIGNAGE IMPROVEMENT CHAPTER 380 PROGRAM AGREEMENT (hereafter referred to as “Agreement”) is executed on 12-14-2023, 20\_\_\_, by and between Affordable Attractive Realty LP, (hereafter referred to as “Property Owner”), and the City of Arlington, Texas, a home-rule city and municipal corporation of Tarrant County, Texas, acting by and through its City Manager or his designee, (hereafter referred to as “City”).

WITNESSETH:

WHEREAS, the Property Owner is the owner of commercial property located at 1815 E  
Parick Row, Arlington, Texas (the “Property”) having one or more non-conforming pole signs installed prior to July 10, 2014; and

WHEREAS, Texas Local Government Code Chapter 380 allows the City to provide incentives for the promotion of economic development; and

WHEREAS, commercial sign regulation and conformity in the City promotes economic development within the City and is essential for continued economic growth and vitality of the City; and

WHEREAS, commercial sign conformity encourages the relocation of businesses, attracts new business enterprises, and promotes the expansion of existing business enterprises within the City, which in turn stimulates growth, creates jobs, and increases property and sales tax revenues; and

WHEREAS, the City has determined that providing an economic development incentive in accordance with this Agreement will further the objectives of the City, will benefit the City and the City’s inhabitants, will promote local economic development, and stimulate business and commercial activity in the City; NOW THEREFORE,

In consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**I. DEFINITIONS**

- A. Approved Project – shall mean a project for removing and/or replacing existing non-conforming commercial signage approved by the City of Arlington’s City Manager (or his designee) as being eligible for an incentive under the Commercial Signage Improvement Program and identified in the attached **Exhibit “A.”**
- B. Commencement Date – shall mean the date when this agreement is executed.
- C. Completion Date – shall mean the date of the City’s final inspection of the subject property following the conclusion of the Approved Project, which shall occur within ninety (90) days after this Agreement is executed.

- D. Effective Date – shall mean the date of execution noted above.
- E. Expiration Date – shall mean the day following the date the City pays the Incentive, if any, to the Property Owner.
- F. Commercial Signage Improvement Program – shall mean the City of Arlington Commercial Signage Improvement Program adopted by Resolution No. 23-144 on May 23, 2023.
- G. Property – shall mean the commercial property, located at 1815 E Park Row, Arlington, Texas.
- H. Property Owner – shall mean the owner of the Property.

## **II. TERM**

The term of this Agreement shall begin on the Effective Date and continue until the Expiration Date unless sooner terminated as provided herein.

## **III. ECONOMIC DEVELOPMENT INCENTIVE**

- A. Subject to the Property Owner’s continued compliance with and satisfaction of the terms and conditions of this Agreement as set forth in Article IV, as well as the Property Owner’s obligation to repay the Incentive pursuant to Section V.B., the City agrees to pay the Incentive to the Property Owner within thirty (30) days after the Completion Date.
- B. The Incentive provided for in this Agreement shall be paid solely from lawfully available funds that have been appropriated by the City Council for the Commercial Signage Improvement Program. Funds available for the Commercial Signage Improvement Program shall be paid out on a first-come, first-served basis. Under no circumstances shall the City’s obligation to pay the Incentive be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the City’s obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution or other third party.

## **IV. INCENTIVE CONDITIONS**

The City’s obligation to pay the Incentive to the Property Owner shall be conditioned upon the Property Owner’s continued compliance with and satisfaction of the terms and conditions of this Agreement as set forth in this Article IV.

- A. Inspections. The Property Owner agrees to submit to periodic inspections of the Property by the City during the period beginning on the Commencement Date and ending on the Completion Date.
- B. Completion of the Approved Project. The Property Owner shall cause the Completion Date to occur on or before the ninetieth (90) day following the Effective Date.
- C. Payment of Taxes, Fines, Other Monies. The Property Owner shall timely pay all taxes owed to the City for the Property as well as any other property owned by the Property Owner and located in the City of Arlington, Texas, throughout the term of this Agreement. In addition, the Property

Owner shall timely pay all fines or other monies owed to the City of Arlington, Texas, throughout the term of this Agreement.

- D. Undocumented Workers. The Property Owner shall not knowingly employ an undocumented worker as the term is defined by Section 2264.01(4) of the Texas Government Code. In accordance with Section 2265.052 of the Texas Government Code, if the Property Owner is convicted of a violation under 8 U.S.C. section 1324a(f), the Property Owner shall repay to the City the full amount of the Incentive plus ten (10) percent per annum from the date the Incentive was made. Repayment shall be paid within 120 days after the date the Property Owner receives notice of such from City.
- E. Compliance with Laws. The Property Owner shall comply with all City ordinances, State, and Federal laws in performing its obligations under this Agreement. This includes obtaining any and all necessary governmental approvals and permits for the Approved Project.

## **V. TERMINATION**

- A. This agreement shall terminate upon the occurrence of any one of the following:
  - i. mutual agreement of the parties;
  - ii. the Expiration Date;
  - iii. by the City, in its sole discretion, in the event the Property Owner breaches any term or condition of this Agreement, and such breach is not cured within sixty (60) days after written notice from the City thereof;
  - iv. if any subsequent Federal or State legislation or any final, non-appealable decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable; or
  - v. by the City, in its sole discretion, in the event that funding allocated by the City Council for purposes of funding the Commercial Signage Improvement Program is depleted, reprogrammed for other purposes, or otherwise unavailable for the intended purposes of the Commercial Signage Improvement Program.
- B. In the event of termination by the City pursuant to Section V.A.iii, the Property Owner shall immediately repay the City an amount equal to the Incentive, if any, paid to the Property Owner prior to termination of this Agreement. The Property Owner's obligation to repay the Incentive shall survive termination of this Agreement. The City Attorney has the authority, on behalf of the City, to initiate any litigation necessary to pursue repayment of the Incentive pursuant to this Agreement.

## **VI. MISCELLANEOUS**

- A. Assignment. This Agreement may not be assigned by the Property Owner without the prior written consent of the City.
- B. Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and assigns of the parties hereto.



- C. Limitation on Liability. It is understood and agreed between the parties that the Property Owner, in satisfying the conditions of this Agreement, including but not limited to causing the completion of the Approved Project, is acting independently and the City assumes no responsibilities or liabilities to any third parties in connection with these actions.
- D. No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties.
- E. Authorization. Each party represents that they have full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.
- F. Notices. All notices called for or required by this Agreement shall be addressed to the following in writing, by certified mail, postage prepaid, or by hand delivery:

Property Owner: Affordable Attractive Realty LP  
2501 Centennial PT 109  
Arlington TX 76011

City: City of Arlington  
Planning and Development Services  
Mail Stop: 01-0241  
P.O. Box 90231  
Arlington, Texas 76004-3231

With a copy to: City of Arlington  
City Attorney  
Mail Stop 63-0300  
P.O. Box 90231  
Arlington, Texas 76004-3231

- G. Applicable Law. This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State's District Court of Tarrant County, Texas. This Agreement is performable in Tarrant County, Texas.
- H. Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.
- I. Amendment. This Agreement may only be amended by the mutual written agreement of the parties.
- J. Severability. In the event any one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and it is the intention of the parties that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid, and enforceable and is as similar to the original provision as possible.
- K. Recitals. The recitals to this Agreement are incorporated herein.

- L. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
- M. Headings. The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

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

**PROPERTY OWNER**

By: 

Signature

Travis Miles

Typed or Printed Name

WITNESS:

SKYLAR SANDERS

**CITY OF ARLINGTON, TEXAS**

By: 


JENNIFER WICHMANN  
Deputy City Manager

ATTEST:



ALEX BUSKEN  
City Secretary

APPROVED AS TO FORM:  
MOLLY SHORTALL, City Attorney


By: 

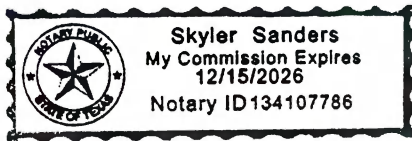
THE STATE OF TEXAS §  
§  
§  
COUNTY OF TARRANT §

**PROPERTY OWNER**  
**Acknowledgement**

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 4 day of December, 2023.

  
Notary Public in and for the State of Texas



Skyler Sanders  
Notary's Printed Name

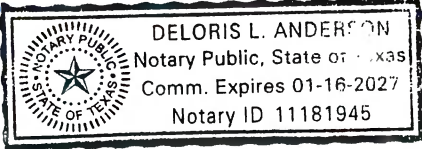
12/15/2026  
My Commission Expires

THE STATE OF TEXAS     §  
  §  
  §  
COUNTY OF TARRANT   §

**CITY OF ARLINGTON, TEXAS**  
**Acknowledgement**

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 14 day of December, 2023.



Deloris L. Anderson  
Notary Public in and for the State of Texas

Deloris L. Anderson  
Notary's Printed Name

01/16/2027  
My Commission Expires

THE STATE OF TEXAS §  
§ Arlington Commercial Signage Improvement  
§ Chapter 380 Program Agreement  
COUNTY OF TARRANT §

THIS ARLINGTON COMMERCIAL SIGNAGE IMPROVEMENT CHAPTER 380 PROGRAM AGREEMENT (hereafter referred to as "Agreement") is executed on MARCH 13 2024, by and between JOHN HARTNETT, (hereafter referred to as "Business Owner"), and the City of Arlington, Texas, a home-rule city and municipal corporation of Tarrant County, Texas, acting by and through its City Manager or his designee, (hereafter referred to as "City").

W I T N E S S E T H:

WHEREAS, the Business Owner is the owner of commercial business located at 2019 S. COOPER ST., Arlington, Texas; and

WHEREAS the Business Owner has maintained one or more non-conforming pole-sign on public right-of-way in the city limits of Arlington, Texas prior to and since July 10, 2014 ; and

WHEREAS, Texas Local Government Code Chapter 380 allows the City to provide incentives for the promotion of economic development; and

WHEREAS, commercial sign regulation and conformity in the City promotes economic development within the City and is essential for continued economic growth and vitality of the City; and

WHEREAS, commercial sign conformity encourages the relocation of businesses, attracts new business enterprises, and promotes the expansion of existing business enterprises within the City, which in turn stimulates growth, creates jobs, and increases property and sales tax revenues; and

WHEREAS, the City has determined that providing an economic development incentive in accordance with this Agreement will further the objectives of the City, will benefit the City and the City's inhabitants, will promote local economic development, and stimulate business and commercial activity in the City; NOW THEREFORE,

In consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I.

## DEFINITIONS

- A. Approved Project – shall mean a project for removing and/or replacing existing non-conforming commercial signage approved by the City of Arlington’s City Manager (or his designee) as being eligible for an incentive under the Commercial Signage Improvement Program and identified in the attached Exhibit “A.”
- B. Commencement Date – shall mean the date when the date this agreement is executed.
- C. Completion Date – shall mean the date of the City’s final inspection of the subject property following the conclusion of the Approved Project, which shall occur within ninety (90) days after this Agreement is executed.
- D. Effective Date – shall mean the date of execution noted above.
- E. Expiration Date – shall mean the day following the date the City pays the Incentive, if any, to the Business Owner.
- F. Commercial Signage Improvement Program – shall mean the City of Arlington Commercial Signage Improvement Program adopted by Resolution No. 23-144 on May 23, 2023.
- G. Property – shall mean public right-of-way property located at approximately 2019 S. COOPER Arlington, Texas.

## II. TERM

The term of this Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated as provided herein.

## III. ECONOMIC DEVELOPMENT INCENTIVE

- A. Subject to the Business Owner’s continued compliance with and satisfaction of the terms and conditions of this Agreement as set forth in Article IV, as well as the Business Owner’s obligation to repay the Incentive pursuant to Section V.B., the City agrees to pay the Incentive to the Business Owner within thirty (30) days after the Completion Date.
- B. The Incentive provided for in this Agreement shall be paid solely from lawfully available funds that have been appropriated by the City Council for the Commercial Signage Improvement Program. Funds available for the Commercial Signage Improvement Program shall be paid out on a first come first serve basis. Under no circumstances shall the City’s obligation to pay the Incentive be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the

City's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution or other third party.

#### IV. INCENTIVE CONDITIONS

The City's obligation to pay the Incentive to the Business Owner shall be conditioned upon the Business Owner's continued compliance with and satisfaction of the terms and conditions of this Agreement as set forth in this Article IV.

- A. Inspections. The Business Owner agrees to submit to periodic inspections of the Property by the City during the period beginning on the Commencement Date and ending on the Completion Date. Business Owner warrants that it is responsible for making any arrangements with the governmental entity responsible for the Property to ensure the City has access for such inspections.
- B. Completion of the Approved Project. The Business Owner shall cause the Completion Date to occur on or before the ninetieth (90) day following the Effective Date.
- C. Authority and Permission to Replace Sign. Business Owner is solely responsible for coordinating any such access to the Property and for obtaining any necessary permission for removing the existing signs and for constructing the Approved Project from the governmental entity that maintains the right-of-way in which the Approved Project will be constructed.
- D. Payment of Taxes, Fines, Other Monies. The Business Owner shall timely pay all taxes owed to the City for the Property as well as any other property owned by the Business Owner and located in the City of Arlington, Texas throughout the term of this Agreement. In addition, the Business Owner shall timely pay all fines or other monies owed to the City of Arlington throughout the term of this Agreement.
- E. Undocumented Workers. The Business Owner shall not knowingly employ an undocumented worker as that term is defined by Section 2264.01(4) of the Texas Government Code. In accordance with Section 2265.052 of the Texas Government Code, if the Business Owner is convicted of a violation under 8 U.S.C. section 1324a(f), the Business Owner shall repay to the City the full amount of the Incentive plus 10% per annum from the date the Incentive was made. Repayment shall be paid within 120 days after the date the Business Owner receives notice of such from the City.
- F. Compliance with Laws. The Business Owner shall comply with all City ordinances, state and federal laws in performing its obligations under this Contract. This includes obtaining any and all necessary governmental approvals and permits for the Approved Project.

**V.**  
**TERMINATION**

- A. This Agreement shall terminate upon the occurrence of any one of the following:
- i. mutual agreement of the parties
  - ii. the Expiration Date;
  - iii. by the City, in its sole discretion, in the event the Business Owner breaches any term or condition of this Agreement and such breach is not cured within sixty (60) days after written notice from the City thereof;
  - iv. if any subsequent Federal or State legislation or any final, non-appealable decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable; or
  - v. by the City, in its sole discretion, in the event that funding allocated by the City Council for purposes of funding the Commercial Signage Improvement Program is depleted, reprogrammed for other purposes, or otherwise unavailable for the intended purposes of the Commercial Signage Improvement Program.
- B. In the event of termination by the City pursuant to Section V.A.iii, the Business Owner shall immediately repay the City an amount equal to the Incentive, if any, paid to the Business Owner prior to termination of this Agreement. The Business Owner's obligation to repay the Incentive shall survive termination of this Agreement. The City Attorney has the authority, on behalf of the City, to initiate any litigation necessary to pursue repayment of the Incentive pursuant to this Agreement.

**V**  
**I.**  
**MISCELLANEOUS**

- A. Assignment. This Agreement may not be assigned by the Business Owner without the prior written consent of the City.
- B. Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and assigns of the parties hereto.
- C. Limitation on Liability. It is understood and agreed between the parties that the Business Owner, in satisfying the conditions of this Agreement, including but not limited to causing the completion of the Approved Project, is acting independently and the City assumes no responsibilities or liabilities to any third parties in



connection with these actions.


- D. No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties.
- E. Authorization. Each party represents that they have full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.
- F. Notices. All notices called for or required by this Agreement shall be addressed to the following in writing, by certified mail, postage prepaid, or by hand delivery:
- Business Owner: John Hartnett  
2407 Ballentrae Dr.  
Colleyville TX 76034
- City: City of Arlington  
Attention: \_\_\_\_\_  
Mail Stop 01-0260  
P.O. Box 90231  
Arlington, Texas 76004-3231
- With a copy to: City of Arlington  
City Attorney  
Mail Stop 63-0300  
P.O. Box 90231  
Arlington, Texas 76004-3231
- G. Applicable Law. This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State's District Court of Tarrant County, Texas. This Agreement is performable in Tarrant County, Texas.
- H. Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.
- I. Amendment. This Agreement may only be amended by the mutual written agreement of the parties.
- J. Severability. In the event any one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and it is the intention of the parties that in lieu of each provision that is found to

be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid, and enforceable and is as similar to the original provision as possible.

- K. Recitals. The recitals to this Agreement are incorporated herein.
- L. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
- M. Headings. The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.


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

**BUSINESS OWNER**


BY:   
Signature

John Harriott  
Typed or Printed Name

WITNESS:


  
\_\_\_\_\_

**CITY OF ARLINGTON, TEXAS**

BY   
\_\_\_\_\_

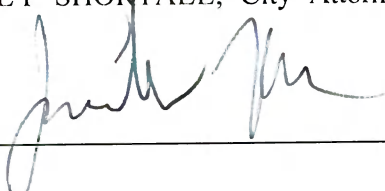
JENNIFER WICHMANN  
Deputy City Manager

ATTEST:

  
\_\_\_\_\_

ALEX BUSKEN, City Secretary

APPROVED AS TO FORM:  
MOLLY SHORTALL, City Attorney

BY   
\_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF TARRANT

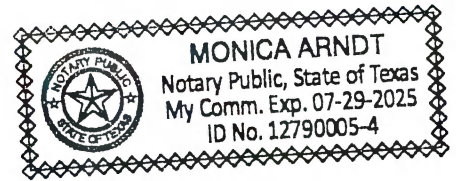
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**BUSINESS OWNER**  
**Acknowledgment**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared John Hartnett, who is known to me or who was proved to me on the oath of Annie Norris (name of person identifying the acknowledging person) or who was proved to me through USA  
Passport

(description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to the forgoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 23 day of February, 2024.



Monica Arndt

Notary Public in and for the State of Texas

Monica Arndt

Notary's Printed Name

7-29-2025

My Commission Expires

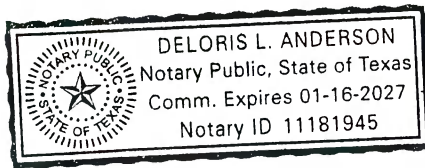
THE STATE OF TEXAS  
COUNTY OF TARRANT

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**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 Jennifer Nickmann, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of the **CITY OF ARLINGTON, TEXAS**, a municipal corporation of Tarrant County, Texas, and as a DEPUTY CITY MANAGER thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 12 day  
of March, 2024



Deloris L. Anderson  
Notary Public in and for The State of Texas

Deloris L. Anderson  
Notary's Printed Name

01/16/2024  
My Commission Expires

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