



CITY COUNCIL AGENDA

FEBRUARY 9, 2016

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

I. General Information

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

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

www.arlingtontx.gov

CITY COUNCIL SCHEDULE-2016

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

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

II. Support or Opposition on Agenda Items

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

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

III. Citizen Participation

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

IV. Rules of Courtesy

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

I. Información General

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

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

EL HORARIO DEL AYUNTAMIENTO-2016

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

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

II. Apoya u Opone los Artículos del Orden del Día

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

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

III. Participación de los Ciudadanos

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

IV. Reglas de Cortesía

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

Table of Contents

Agenda	4
Laguna Vista Drainage Improvements – Timothy Burns, Project No. PWDR13002	
Staff Report - Laguna Vista Drainage Improvements ? Timothy Burns, Project No. PWDR13002.	9
Resolution - Laguna Vista Drainage Improvements ? Timothy Burns, Project No. PWDR13002.	10
Attachment - Laguna Vista Drainage Improvements ? Timothy Burns, Project No. PWDR13002.	13
Fourth Amendment to Oil and Gas Lease – Chesapeake Exploration, L.L.C., Total E&P USA, Inc., and Larchmont Resources, L.L.C.; Lease No. 10-051	
Staff Report - Fourth Amendment to Oil and Gas Lease – Chesapeake Exploration, L.L.C., Total E&P USA, Inc., and Larchmont Resources, L.L.C.; Lease No. 10-051	17
Resolution - Fourth Amendment to Oil and Gas Lease – Chesapeake Exploration, L.L.C., Total E&P USA, Inc., and Larchmont Resources, L.L.C.; Lease No. 10-051	19
Attachment - Fourth Amendment to Oil and Gas Lease – Chesapeake Exploration, L.L.C., Total E&P USA, Inc., and Larchmont Resources, L.L.C.; Lease No. 10-051	22
Afternoon Meeting, January 26, 2016	
012616AFT.	29
012616EVE.	32
Renewal of Annual Requirements Contract for Liquid Oxygen, Bid Project 15-0033	
Staff Report - Renewal of Annual Requirements Contract for Liquid Oxygen, Bid Project 15-0033	42
Renewal of Annual Requirements Contract for Athletic Infield Supplies, Bid Project 15-0076	
Staff Report - Renewal of Annual Requirements Contract for Athletic Infield Supplies, Bid Project 15-0076.	43
Purchase of Radios and Communications Equipment for the EOC and Special Events, Bid Project 16-0073	
Staff Report - Purchase of Radios Communications Equipment for the EOC and Special Events, Bid Project 16-0073.	44
Erosion Risk Analysis for Water and Sanitary Sewer Pipelines, Project No. WUOP15023	
Staff Report Erosion Risk Analysis for pipelines	45
Contract Erosion Risk Analysis	46
John F. Kubala and Pierce-Burch Water Treatment Plants, Phase II – Water Treatment Ozone System Improvements and Upgrade; Project No. WUTR15002	
Staff Report JK PB Phase II Ozone.	64
Bid Tab JK PB Phase II Ozone	66
attachment JK PB Phase II Ozone	67

Sole Source Purchase of Services for the John Kubala Water Treatment Plant and Green Oaks Water Main Condition Assessment, Project No. WUOP15022	
Staff Report John Kubala and Green Oaks Water Main Condition Assessment	69
Contract John Kubala and Green Oaks Water main condition assessment.	71
Contract Modification No. 1 to the Construction Contract for Kee Branch and Lynn Creek Water and Sanitary Sewer Improvements, Project No. WUSS13001 (Melton, Pishkur)	
Staff Report - Kee Branch and Lynn Creek Water and Sanitary Sewer Improvements	97
Contract Mod - Kee Branch and Lynn Creek Water and Sanitary Sewer Improvements	99
Map - Kee Branch and Lynn Creek Water and Sanitary Sewer Improvements	104
Amendment to the "Miscellaneous Offenses" Chapter	
Staff Report-Miscellaneous Offenses	105
Ordinance-Miscellaneous Offenses.	106
Amendment to the Unified Development Code	
Staff Report - Amendment to the Unified Development Code	109
Ordinance - Amendment to the Unified Development Code	111
Modification of Council Appointee Contracts (Kari Zika)	
Staff Report - Modification of Council Appointee Contracts	118
a. Resolution - City Manager	119
Contract Modification - City Manager	120
b. Resolution - City Attorney	124
Contract Modification - City Attorney	125
c. Resolution - City Auditor.	128
Contract Modification - City Auditor	129
Zoning Case ZA15-8 (Schaab Industrial – 7415 South Cooper Street)	
Staff Report - Zoning Case ZA15-8	132
Ordinance with Exhibit A - Zoning Case ZA15-8	134
Case Information with P&Z Summary - Zoning Case ZA15-8	139
Right-of-Way Abandonment on Portions of College Oaks Drive, Dover Lane, Valley View Drive, Ruby Street, Ray Street, Mary Street, Wilkinson Street, and Turtle Creek Drive Relative to the Development of Julia Burgen Park	
Staff Report - Right-of-Way Abandonment	146
Ordinance with Exhibits - Right-of-Way Abandonment	148
Zoning Case PD15-12 (Creekside Plaza Shopping Center - 2344 Southeast Green Oaks Boulevard)	
Staff Report - Zoning Case PD15-12	160
Resolution - Zoning Case PD15-12.	162

Development Plan - Zoning Case PD15-12. 164
Case Information with P&Z Summary - Zoning Case
PD15-12. 165

Agenda



Arlington City Council Meeting

City Hall Council Chamber
101 W. Abram St.

Tuesday, February 09, 2016
6:30 PM

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

a. *The consideration of the use of eminent domain to condemn property. (Requires separate motion and vote). (If there is a council member objection to any item, then that item must be read separately)*

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

A resolution authorizing condemnation of 10,802 square feet of drainage easement rights for public use in, over and through land being situated in the City of Arlington, Tarrant County, Texas, being a portion of Lot 15R, of Arlington Shores, an Addition to the City of Arlington, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-45, Page 87, Plat Records, Tarrant County, Texas, otherwise known as 2616 Perkins Road, City of Arlington, Tarrant County, Texas, for the public use of constructing, reconstructing, maintaining and

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- Council meetings are broadcast live on Arlington's Government Channel, and rebroadcast throughout the week at the following times:

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

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

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

using a permanent drainage easement and all necessary appurtenances for the Laguna Vista Drainage Improvements with Water and Sanitary Sewer Renewals project.

b. *Approval of Executive Session Consent Agenda Items.*

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

VII. APPROVAL OF MINUTES

Afternoon Meeting, January 26, 2016

Evening Meeting, January 26, 2016

VIII. APPROVAL OF CONSENT AGENDA

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

A. Minute Orders

1. **Renewal of Annual Requirements Contract for Liquid Oxygen, Bid Project 15-0033 (MO#02092016-001)**
Authorize the City Manager or his designee to exercise the first of four, one-year renewal options in the contract for the supply and delivery of liquid oxygen with Air Liquide Industrial U.S., LP of Grand Prairie, Texas in the estimated amount of \$251,043.48, and execute any and all documents necessary to carry out such contract. Funds are budgeted in Water Treatment Operations Account No. 620101-60008.
2. **Renewal of Annual Requirements Contract for Athletic Infield Supplies, Bid Project 15-0076 (MO#02092016-002)**
Authorize the City Manager or his designee to exercise the first of four, one-year renewal options in the contract for athletic infield supplies with Gail's Flags and Golf Accessories, Inc. of Fort Worth, Texas in the estimated amount of \$98,693, and execute any and all documents necessary to carry out such renewal. Funds are budgeted in Field Enhancement Account No. 500801-60011.

3. **Purchase of Radios and Communications Equipment for the EOC and Special Events, Bid Project 16-0073 (MO#02092016-003)**
Authorize the City Manager or his designee to approve the purchase of dispatch radio consoles and portable radio communications equipment with Motorola Solutions, Inc. of Schaumburg, Illinois through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program, in the estimated amount of \$246,061.40, and execute any and all documents necessary to carry out such purchase. Funds are budgeted in State Homeland Security Program Grant Fund Account No. 228601-63123-228929.
4. **Erosion Risk Analysis for Water and Sanitary Sewer Pipelines, Project No. WUOP15023 (MO#02092016-004)**
Authorizing the City Manager or his designee to execute an Engineering Services Contract with Freese and Nichols, Inc, of Fort Worth, Texas, for Erosion Risk Analysis for Water and Sanitary Sewer Pipelines in an amount not to exceed \$89,200. Funding is available in the Sewer Bond Fund Account No. 648502-17961204-61043.
5. **John F. Kubala and Pierce-Burch Water Treatment Plants, Phase II – Water Treatment Ozone System Improvements and Upgrade; Project No. WUTR15002 (MO#02092016-005)**
Authorizing the City Manager or his designee to execute a construction contract with Archer Western Construction, LLC of Irving, Texas for John F. Kubala and Pierce-Burch Water Treatment Plants, Phase II – Water Treatment Ozone System Improvements and Upgrade in an amount not to exceed \$7,348,960. Funding is available in Water Bond Fund Account No. 678501-20126205-68900.
6. **Sole Source Purchase of Services for the John Kubala Water Treatment Plant and Green Oaks Water Main Condition Assessment, Project No. WUOP15022 (MO#02092016-006)**
Authorizing the City Manager or his designee to execute a contract for the sole source purchase of services for the John Kubala Water Treatment Plant and Green Oaks Water Main Condition Assessment with Pure Technologies U.S. Inc., of Addison, Texas in the amount not to exceed \$517,000. Funding is available in the Water Bond Fund Account No. 658502-16392205-61043.
7. **Contract Modification No. 1 to the Construction Contract for Kee Branch and Lynn Creek Water and Sanitary Sewer Improvements, Project No. WUSS13001 (MO#02092016-007)**
Authorizing the City Manager or his designee to execute Contract Modification No. 1 to the construction contract with S.J. Louis Construction of Texas Ltd., of Mansfield, Texas, for Kee Branch water and sanitary sewer improvements and drainage improvements for Little Creek Court in the amount of \$209,822.35. Funding is available in the Street Maintenance Sales Tax Account No. 728501-63131-61410695.

B. Consent Agenda Ordinances – Final Readings

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

1. **Amendment to the "Miscellaneous Offenses" Chapter**

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

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

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

C. Consent Agenda Resolutions

1. **Modification of Council Appointee Contracts**

a. A resolution authorizing the execution of a Second Modification of Employment Agreement between the City of Arlington and Trey Yelverton.

b. A resolution authorizing the execution of a Modification of Employment Agreement between the City of Arlington and Teris Solis.

c. A resolution authorizing the execution of a Modification of Employment Agreement between the City of Arlington and Lori Brooks.

END OF CONSENT AGENDA

IX. ITEMS TO BE WITHDRAWN FROM THE CONSENT AGENDA

X. CONSIDER AND VOTE ON WITHDRAWN ITEMS

XI. PUBLIC HEARINGS: ORDINANCES FIRST READING

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

A. Public Hearing – Ordinances First Reading

1. **Zoning Case ZA15-8 (Schaab Industrial – 7415 South Cooper Street)**

Following the public hearing, consider a request for a change in the zoning of property to General Commercial (GC) and Light Industrial (LI) on approximately 2.079 acres of land generally located south of West Harris Road and east of South Cooper Street.

ORDINANCE FIRST READING

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

2. **Right-of-Way Abandonment on Portions of College Oaks Drive, Dover Lane, Valley View Drive, Ruby Street, Ray Street, Mary Street, Wilkinson Street, and Turtle Creek Drive Relative to the Development of Julia Burgen Park**

Following the public hearing, consider right-of-way abandonment on portions of College Oaks Drive, Dover Lane, Valley View Drive, Ruby Street, Ray Street, Mary Street, Wilkinson Street, and Turtle Creek Drive relative to the development of Julia Burgen Park.

ORDINANCE FIRST READING

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

XII. CONSIDERATION TO CALL A PUBLIC HEARING

Public comment will not be accepted at this time, but will be accepted at a later public hearing if the Council votes to call a public hearing.

A. Calling a Public Hearing - Resolutions:

1. **Zoning Case PD15-12 (Creekside Plaza Shopping Center - 2344 Southeast Green Oaks Boulevard)**

A resolution calling a public hearing as soon as practicable for a zoning classification change request to Planned Development (PD) for all Community Commercial (CC) uses, plus a package liquor store, with a Development Plan; generally located south of Southeast Green Oaks Boulevard and west of South SH 360 Freeway following a denial by the Planning and Zoning Commission.

XIII. ANNOUNCEMENTS

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



Minutes

Arlington City Council Meeting

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

January 26, 2016
1:30 PM

The City Council of the City of Arlington, Texas, convened in Special Session on January 26, 2016, at 1:30 pm in the Council Briefing Room, 101 W. Abram Street, 3rd Floor with the meeting being open to the public and notice of said meeting, giving the date, place and subject thereof, having been posted as prescribed by V.T.C.A., Government Code, Chapter 551, with the following members present, to-wit:

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

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

I. CALL TO ORDER

Mayor J. Williams called the meeting to order at 1:37 p.m. and immediately convened in Executive Session.

II. EXECUTIVE SESSION

A. Section 551.071, CONSULTATION WITH ATTORNEY

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

B. Section 551.072, DELIBERATION REGARDING REAL PROPERTY

1. Discussion of gas leases on City Property.

C.

Section 551.087, DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

1. Offers of Incentives to Business Prospects.

At 2:42 p.m., Executive Session was adjourned, and after a short break, Council reconvened in Open Session at 3:03 p.m.

III. WORK SESSION

A. 360 South Update

Jason McLearn, Project Manager, Lane Construction Corporation, presented the 360 South Update.

B. Active Adult Center

Lemuel Randolph, Director, Parks and Recreation Department, introduced Darin Barr, Senior Associate, Ballard King Associates, who presented an overview on the Active Adult Center Project to Council. Craig Bouck, President and CEO of Barker Rinker Seacat Architecture, was available for questions.

C. Capital Budget Planning

Jim Parajon, Deputy City Manager, Economic Development/Capital Investment, and Mike Finley, Chief Financial Officer, Finance Department, gave an overview of the Capital Budget Planning. David Gordon, Managing Director, Estrada Hinojosa, gave a related presentation to Council regarding possible refinancing of the City's debt.

IV. ISSUES SESSION

A. Discussion of informal staff reports

1. Metro ArlingtonXpress (MAX) Update

Alicia Winkelblech, Acting Assistant Director, Community Development and Planning Department, gave the Metro ArlingtonXpress (MAX) Update to Council.

2. 2015-2016 Volunteer Income Tax Assistance (VITA)

Sheryl Kenny, Grants Manager, Community Development and Planning Department, briefed Council on the 2015-2016 Volunteer Income Tax Assistance (VITA) Program.

3. Pedicab and NEV-for-Hire Operation

Keith Melton, Director, Public Works and Transportation Department, provided a follow-up to Pedicab and NEV-for-Hire Operation. Chief Will Johnson, Arlington Police Department, was available for questions.

4. FY 2016 City Council Priority - Put Technology to Work

Dr. Theron Bowman, Deputy City Manager, Neighborhood Services, presented the FY 2016 City Council Priority - Put Technology to Work newsletter.

B. Discussion of committee meetings

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

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

2. Regional Policy and Municipal Infrastructure - 287 Strategic Plan

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

C. Discussion of miscellaneous items

1. Appointments to boards and commissions

There were thirteen appointments for consideration on the evening agenda.

2. Evening Agenda items

Items VIII.A.6, VIII.A.7, VIII.A.11, VIII.C.7, and XII.A.1 were discussed.

3. Issues relative to city and state construction projects

Mayor J. Williams provided an update on current TxDot projects.

4. Future Agenda Items

Councilmember C. Parker requested a review of GC Zoning relative to the issuance of liquor licenses. Mayor J. Williams requested an update from the Fire Department regarding the possibility of assisting neighboring cities.

5. TxDOT Projects

There being no further business, the meeting adjourned at 5:08 p.m.

APPROVED:

W. Jeff Williams

ATTEST:

Mary W. Supino, City Secretary

Minutes



Arlington City Council Regular Meeting

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

January 26, 2016

6:30 PM

The City Council of the City of Arlington, Texas, convened in Regular Session on January 26, 2016, at 6:30 pm in the Council Chamber of the City Hall Building, 101 West Abram Street, with the meeting being open to the public and notice of said meeting, giving the date, place and subject thereof, having been posted as prescribed by V.T.C.A., Government Code, Chapter 551, with the following members present, to-wit:

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

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

I. CALL TO ORDER

Mayor J. Williams called the meeting to order at 6:33 p.m.

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

Pastor Jason Paredes, Fielder Road Baptist Church, gave the invocation, and the Pledge of Allegiance to U.S. and Texas Flags were recited.

III. SPECIAL PRESENTATIONS

Mayor J. Williams proclaimed February 5, 2016 as National Wear Red Day. This proclamation was presented by Mayor J. Williams and accepted by American Heart Association representatives Connie Kerr, Lois Ditto, Doreen Bruner, Linda Gibson and Holly Heid.

IV. APPOINTMENTS TO BOARDS AND COMMISSIONS

Councilmember R. Rivera made a motion to approve the following resolutions appointing membership to the following Boards. Seconded by Councilmember J. Bennett, the motion carried with 9 ayes and 0 nays.

TIRZ No. 1 (Downtown)

Michael Gaspie, Place 7 - term set to expire 12/31/2017
W. Jeff Williams, Place 9 - term set to expire 12/31/2017
W. Jeff Williams, Chair - term set to expire 12/31/2016

RESOLUTION NO. 15-005

TIRZ No. 4 (Arlington Highlands)

Michael Gaspie, Place 7 - term set to expire 12/31/2017
W. Jeff Williams, Place 9 - term set to expire 12/31/2017
W. Jeff Williams, Chair - term set to expire 12/31/2016

RESOLUTION NO. 15-006

TIRZ No. 5 (Entertainment District)

Michael Gaspie, Place 7 - term set to expire 12/31/2017
W. Jeff Williams, Place 9 - term set to expire 12/31/2017
W. Jeff Williams, Chair - term set to expire 12/31/2016

RESOLUTION NO. 15-007

TIRZ No. 6 (Viridian)

Jim Bass, Place 5 - term set to expire 12/31/2017
Michael Gaspie, Place 7 - term set to expire 12/31/2017
Kathryn Wilemon, Place 9 - term set to expire 12/31/2017
Sheri Capehart, Chair - term set to expire 12/31/2016

RESOLUTION NO. 15-008

V. SPEAKER GUIDELINES AND GENERAL DECORUM

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

VI. APPROVAL OF ITEMS FROM EXECUTIVE SESSION

VII. APPROVAL OF MINUTES

January 12, 2016 Afternoon Meeting
January 12, 2016 Evening Meeting

Councilmember M. Gaspie made a motion to approve minutes from the Afternoon and Evening Meetings, January 12, 2016. Seconded by Councilmember S. Capehart, the motion carried with the following vote:

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

NAYS: None

ABSTAIN: Councilmember R. Shepard

VIII. APPROVAL OF CONSENT AGENDA

Councilmember S. Capehart made a motion to approve all items from the Consent Agenda. Seconded by Councilmember L. Wolff, the motion carried with 9 ayes and 0 nays.

A. Minute Orders

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

Prairie, Texas in the estimated amount of \$574,501.25, and execute any and all documents necessary to carry out such contract. Funds are budgeted in the Water Treatment Maintenance Account No. 620102-61002.

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

Councilmember S. Capehart made a motion to approve a minute order authorizing the City Manager or his designee to execute a construction contract with SYB Construction Co., Inc., of Irving, Texas, for Rushmoor Water and Sanitary Sewer Renewal, in an amount not to exceed \$811,023.75. Funding is available in the Water Bond Fund Account No. 658502-68252-18109205 [\$242,634.00] and Sewer Bond Fund Account No. 648502-68250-17956204 [\$568,389.75]. Seconded by Councilmember L. Wolff, the motion carried with the following vote:

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

NAYS: None

ABSTAIN: Councilmember R. Shepard

12. Sole-Source Purchase of an Annual Contract for Software Support and Maintenance of the Public Safety Computer-Aided Dispatch System, Bid Project 16-0065 (**MO#01262016-012**) Authorize the City Manager or his designee to approve the sole-source purchase of an annual contract for software support and maintenance of the Public Safety Computer-Aided Dispatch System with Intergraph Corporation of Huntsville, Alabama in the estimated amount of \$289,769.78, and execute any and all documents necessary to carry out such contract. This software support and maintenance contract is only available from Intergraph Corporation of Huntsville, Alabama; therefore, the purchase is exempt from the competitive bidding statutes in accordance with the Texas Local Government Code, Section 252.022(a) 7 as sole-source procurement. Funds are budgeted in Dispatch Services Maintenance of Software Account No. 900502-63142.
 13. Memorandum of Understanding for Arlington Landfill Gas Collection and Control System Improvements (**MO#01262016-013**) Authorizing the City Manager or his designee to negotiate and execute a Memorandum of Understanding with Republic Waste Services of Texas, Ltd., to complete improvements for the Arlington Landfill Gas Collection and Control System with the City's financial impact in the amount of \$1.3 million.
- B. Consent Agenda Ordinances - Final Readings
1. Specific Use Permit SUP15-8 (Collins-Good News Daycare - 1919 South Collins Street) Consider a request for approval of a specific use permit (SUP) for a day care on a 4.8-acre tract zoned Residential Single-Family 7.2 (RS-7.2); generally located south of East Lovers Lane and east of South Collins Street. Final reading of an ordinance approving Specific Use Permit SUP15-8 for a Daycare located at 1919 South Collins Street which is currently zoned Residential Single-Family 7.2 (RS-7.2) and amending the Zoning District Map accordingly.

ORDINANCE NO. 16-002

2. Zoning Case ZA15-7 (507 North Cooper Street - 507 North Cooper Street) Consider a request for a change in the zoning of property to Downtown Neighborhood Overlay - Community Commercial (DNO-CC) on approximately 0.344 acres of land zoned

Downtown Neighborhood Overlay - Residential Medium-Density (DNO-RM-12) and generally located north of West Division Street and east of North Cooper Street. Final reading of an ordinance changing the zoning classification on certain property known as 507 North Cooper Street to Downtown Neighborhood Overlay - Community Commercial (DNO-CC) and amending the Zoning District Map accordingly.

ORDINANCE NO. 16-003

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

ORDINANCE NO. 16-004

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

ORDINANCE NO. 16-005

- C. Consent Agenda Resolutions
 1. Authorize the Request for Proposal (RFP) Procurement Method for Employee Benefit Plan Administration and Insurance Services, Bid Project 16-0042
A resolution authorizing the competitive sealed proposal (Request for Proposal) procurement method for employee benefit plan administration and insurance services.

RESOLUTION NO. 16-009

2. Authorize the Request for Proposal (RFP) Procurement Method for Fleet Maintenance Services Contract, Bid Project 16-0061
A resolution authorizing the competitive sealed proposal (Request for Proposal) procurement method for a fleet maintenance services contract.

RESOLUTION NO. 16-010

3. Authorize the Request for Proposal (RFP) Procurement Method for Audit Software System, Bid Project 16-0019
A resolution authorizing the competitive sealed proposal (Request for Proposal) procurement method for an audit management software system for the City Auditor's Office.

RESOLUTION NO. 16-011

4. Clean Water State Revolving Fund - Filing of Application and Designation of Authorized Representative

A resolution authorizing the filing of an application for additional financial assistance in the amount of \$41,700 from the Clean Water State Revolving Fund of the Texas Water Development Board.

RESOLUTION NO. 16-012

5. First Interlocal Agreement Renewal and Amendment with AISD, TCC Relative to the AISD Fire Academy
A resolution amending Resolution No. 15-185 authorizing the execution of the First Interlocal Agreement Renewal and Amendment with Arlington Independent School District (AISD) and Tarrant County College District (TCC) relative to the AISD Fire Academy.

RESOLUTION NO. 16-013

6. First Amended and Restated Tax Abatement and 380 Grant Agreement with Ricos Products Company, Inc.
A resolution authorizing the execution of the First Amended and Restated Tax Abatement and 380 Grant Agreement by and between Ricos Products Company, Inc. and the City of Arlington, Texas relative to added real and business personal property generated as a result of Ricos Products Company, Inc.'s relocation to 3011 Pinewood Drive in Arlington, Texas, within Reinvestment Zone Number Thirty-Seven.

Funds are available in General Fund Contra Revenue Account No. 1000-40009.

RESOLUTION NO. 16-014

7. City of Arlington Local Marker Program Nominations
A resolution designating the following locations as Arlington Landmarks and authorizing the installation of local markers: 1) McKinley-Woodard House at 400 East First Street, 2) Webb Masonic Lodge #1454 (Old Webb Baptist Church) at 7000 Zuefeldt Road, and 3) Historic Home at 1225 California Lane.

Funds are available in Arlington Tomorrow Foundation Account No. 121201-61002-124119.

RESOLUTION NO. 16-015

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

RESOLUTION NO. 16-016

RESOLUTION NO. 16-017

RESOLUTION NO. 16-018

IX. ITEMS TO BE WITHDRAWN FROM THE CONSENT AGENDA

X. CONSIDER AND VOTE ON WITHDRAWN ITEMS

XI. PUBLIC HEARINGS: ORDINANCES FIRST READING

A. Public Hearing – Ordinances First Reading

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

ORDINANCE FIRST READING

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

The public hearing regarding Amendment to the Unified Development Code opened at 6:45 p.m. Nathaniel Barnett, Senior Planner, Community Development and Planning Department, presented the proposed ordinance to Council. There being no others, the public hearing closed at 6:49 p.m.

PUBLIC HEARING CLOSED

Councilmember L. Wolff made a motion to approve first reading of an ordinance amending the "Unified Development Code" Chapter of the Code of the City of Arlington, Texas, 1987, through the amendment of Article 3, Use Standards; Article 5, Design and Development Standards; Article 12, Definitions; relative to incorporating land use regulations for a new commercial use type, Alternative Financial Institutions; removing Outside Storage as a primary use and amending supplemental accessory use standards for said use; providing for a fine of up to \$2,000.00 for each violation; providing this ordinance be cumulative; and providing for severability, governmental immunity, injunctions, publication, and an effective date. Seconded by Councilmember R. Shepard, the motion carried with 9 ayes and 0 nays.

FIRST READING

XII. ORDINANCES - FIRST AND/OR FINAL READINGS

A. Ordinances – First and Final Readings

1. Ordinance authorizing the sale of City of Arlington, Texas series 2016 Permanent Improvement Refunding Bonds, in the aggregate principal amount not to exceed \$50,220,000
First and final reading of an ordinance providing for the issuance of city of Arlington, Texas general obligation refunding bonds, series 2016, in the aggregate principal amount not to exceed \$50,220,000; providing for the award of the sale thereof in accordance with specified parameters; levying a tax in payment thereof; authorizing the execution and delivery of a purchase contract, a paying agent/registrars agreement and an escrow

agreement relating to such bonds; approving the preparation of an official statement; and enacting other provisions relating thereto.

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

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

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

NAYS: None

ABSTAIN: Councilmember R. Rivera

ORDINANCE NO. 16-006

B. Ordinances- First Reading

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

Robert Fugate, Deputy City Attorney, City Attorney's Office, presented the proposed ordinance to Council.

Councilmember S. Capehart made a motion to approve first reading of an ordinance amending the "Miscellaneous Offenses" Chapter of the Code of the City of Arlington, Texas, 1987, through the amendment of Article I, Miscellaneous Offenses, Section 1.16, Aggressive Solicitations, by the deletion of Subsection (C)(5), relative to prohibited acts; providing for a fine of up to \$500 for each violation of the ordinance; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions, and publication; and becoming effective ten days after first publication. Seconded by Councilmember M. Glaspie, the motion carried with 9 ayes and 0 nays.

FIRST READING

XIII. ANNOUNCEMENTS

XIV. CITIZEN PARTICIPATION

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

APPROVED:

W. Jeff Williams

ATTEST:

Mary W. Supino, City Secretary



Staff Report

Renewal of Annual Requirements Contract for Liquid Oxygen, Bid Project 15-0033

City Council Meeting Date: 2-9-16

Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to exercise the first of four, one-year renewal options in the contract for the supply and delivery of liquid oxygen with Air Liquide Industrial U.S., LP in the estimated amount of \$251,043.48.

PRIOR BOARD OR COUNCIL ACTION

On February 24, 2015, City Council approved MO#02242015-011 executing an annual requirements contract for the supply and delivery of liquid oxygen with Air Liquide Industrial U.S., LP in the estimated amount of \$245,880.

ANALYSIS

This contract is for the supply of liquid oxygen, which is a critical component in the water treatment process. Liquid oxygen is converted to ozone and is used as the primary disinfectant and for the treatment of taste and odors found in the raw water supply. Ozone is required to meet TCEQ regulatory requirements for disinfection and reduces the amount of chemicals required to remove particles during the settling process. The liquid oxygen will be provided on an as-needed basis.

Original contract term: One year/four one-year renewal options
Current term: First renewal (March 1, 2016 – February 28, 2017)

FINANCIAL IMPACT

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

In accordance with bid specifications, the Purchasing Division has received a letter from Air Liquide Industrial U.S., LP of Grand Prairie, Texas requesting the first renewal with a 2.1% CPI increase. The projected financial impact for this contract term is as follows:

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
\$146,442.03	\$104,601.45	\$0

Funds are budgeted in Water Treatment Operations Account No. 620101-60008.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

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

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

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



Staff Report

Renewal of Annual Requirements Contract for Athletic Infield Supplies, Bid Project 15-0076	
City Council Meeting Date: 2-9-16	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to exercise the first of four, one-year renewal options in the contract for athletic infield supplies with Gail’s Flags and Golf Accessories, Inc. in the estimated amount of \$98,693.

PRIOR BOARD OR COUNCIL ACTION

On March 17, 2015, City Council approved MO03172015-007 executing an annual requirements contract for athletic infield supplies with Gail’s Flags and Golf Accessories, Inc. in the estimated amount of \$98,693.

ANALYSIS

This contract is for athletic infield supplies including athletic field marking chalk, athletic field marking paint, infield conditioner, and drying agents for the Parks and Recreation Department. The infield supplies are used for daily, weekly, and seasonal maintenance of the athletic fields. Routine maintenance includes field preparation, field markings for games, and the application of supplemental materials for providing safe playing conditions and improving the infield drainage.

Original contract term: One year/four, one year renewals
 Current term: First renewal (April 1, 2016 – March 31, 2017)

FINANCIAL IMPACT

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

In accordance with bid specifications, the Purchasing Division has received a letter from Gail’s Flags and Golf Accessories, Inc. of Fort Worth, Texas requesting the first renewal at the current pricing. The projected financial impact for this contract term is as follows:

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
\$49,346.50	\$49,346.50	\$0

Funds are budgeted in Field Enhancement Account No. 500801-60011.

ADDITIONAL INFORMATION

Attached: None
 Under separate cover: None
 Available in the Purchasing Division: Bid file
 Notarized Form 1295: Yes
 MWBE: Yes – Woman Owned

STAFF CONTACT(S)

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

Purchase of Radios and Communications Equipment for the EOC and Special Events, Bid Project 16-0073	
City Council Meeting Date: 2-9-16	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to approve the purchase of dispatch radio consoles and portable radio communications equipment with Motorola Solutions, Inc. through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program, in the estimated amount of \$246,061.40.

PRIOR BOARD OR COUNCIL ACTION

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

On October 14, 2014, the City Council approved Resolution 14-262, authorizing the City of Arlington to enter into an agreement with the Office of Domestic Preparedness/Department of Homeland Security to accept \$2,791,860.00 in Urban Area Security Initiative (UASI) grant funding.

ANALYSIS

This purchase is for dispatch radio consoles for the Emergency Operations Center (EOC) to be used during activations and 12 portable radios communications equipment to be used by the Fire Department during special events.

FINANCIAL IMPACT

Utilizing the interlocal agreement with Motorola Solutions, Inc. of Schaumburg, Illinois, through the H-GAC Cooperative Purchasing Program, was determined to be the most cost-effective method for obtaining the radios and equipment. This contract term is for one year. The projected financial impact for this contract term is as follows:

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
\$246,061.40	\$0	\$0

Funds are budgeted in State Homeland Security Program Grant Fund Account No. 228601-63123-228929.

ADDITIONAL INFORMATION

Attached:	None
Under separate cover:	None
Available in the Purchasing office:	Bid File
Notorized1295 Form:	Yes
MWBE:	No

STAFF CONTACT(S)

Don Crowson Fire Chief 817-459-5501 Don.Crowson@arlingtontx.gov	Will Velasco, CPPB Purchasing Agent 817-459-6304 Will.Velasco@arlingtontx.gov	Mike Finley Director of Finance 817-459-6345 Mike.Finley@arlingtontx.gov
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Staff Report

Erosion Risk Analysis for Water and Sanitary Sewer Pipelines, Project No. WUOP15023	
City Council Meeting Date: 02-09-16	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to execute an Engineering Services Contract with Freese and Nichols, Inc, of Fort Worth, Texas, for the Erosion Risk Analysis for Water and Sanitary Sewer Pipelines in an amount not to exceed \$89,200.

PRIOR BOARD OR COUNCIL ACTION

none

ANALYSIS

The scope consists of the evaluation of approximately 170 locations where water or sanitary sewer pipelines either cross or run parallel with channels exhibiting instability. The locations have been predetermined by Water Utilities as having either experienced failure in the past or being at high risk for future failure, and potential fines. This evaluation will determine risks to infrastructure at the specified locations due to channel instability and will help to prioritize future water and sanitary sewer renewals.

FINANCIAL IMPACT

Funding Sources:

Sanitary Sewer Bond Fund	648502-17961204-61043	\$89,200
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<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
\$89,200	\$	\$0

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Walter J. Pishkur Director of Water Utilities 817-459-6603 Buzz.Pishkur@arlingtontx.gov	Brad Franklin, P.E. Assistance Director of Water Utilities 817-459-6632 Brad.Franklin@arlingtontx.gov
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THE STATE OF TEXAS §

ENGINEERING SERVICES CONTRACT

COUNTY OF TARRANT §

THIS CONTRACT is made and entered into this _____ day of _____, 2016, by and between the City of Arlington, Tarrant County, Texas, a municipal corporation, hereinafter called "City," and Freese and Nichols, Inc. hereinafter called "Engineer," whose address is 4055 International Plaza, #200, Fort Worth, Texas 76109.

WITNESSETH:

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

**Erosion Risk Analysis for Water and Sanitary Sewer Pipelines
City of Arlington Project No. WUOP15023**

I.

Employment of Engineer

Engineer shall perform all services under this contract to the prevailing engineering professional standards consistent with the level of care and skill ordinarily exercised by members of the engineering profession, both public and private, currently practicing in the same locality under similar conditions, including reasonable, informed judgments and prompt, timely action. If Engineer is representing that he/she has special expertise in one or more areas to be utilized in this contract, then Engineer agrees to perform those special expertise services to the appropriate local, regional or national professional engineering standards. The services to be performed by Engineer under this Contract include but are not limited to the services described in Attachment "A" (hereafter referred to as "Project"), incorporated herein by reference as if written word for word. In case of conflict between the language in Attachment "A" and this Contract, this Contract shall be binding on both parties.

II.

Compensation to Engineer

- A. **BASE COMPENSATION:** City agrees to pay Engineer for all services outlined in Section I and Section III a lump sum fee in an amount not to exceed \$89,200. Payments shall be made on an hourly fee basis per the rates indicated in Attachment "B" as part of this Contract. Attachment "B" is hereby incorporated as if written word for word.
- B. Payment for services rendered by Engineer shall be made as follows:

1. Engineer will be paid on a monthly basis. Final payment will be due and payable upon delivery to City of final products as outlined in Attachment "A" and approval by City.
2. City shall be invoiced in a form satisfactory to the City.

III.

Contract Termination Provision

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

This contract may be terminated by Engineer with mutual consent of City at any time for any cause without penalty or liability except as may otherwise be specified herein. Engineer shall submit written notice to terminate contract and shall submit to City all plans and documents relative to the design of Project. City shall then ascertain cost to complete the balance of the work under this contract. If the cost to complete the balance of the work is greater than the unpaid contract amount, City shall retain all unpaid balances and, in addition, Engineer shall pay directly to City the difference in the unpaid balance and the cost to complete the work. In no case shall City pay Engineer any additional monies other than those previously paid under the contract.

IV.

Ownership of Documents

All information and documents prepared or assembled by Engineer under this contract shall become the sole property of City and shall be delivered to City, without restriction on future use. Engineer shall retain in his files all pertinent information for the work. Engineer shall have no liability for changes made to the information and documents by others subsequent to the completion of the contract.

V.

Insurance

- A. Engineer shall at Engineer's own expense, purchase, maintain and keep in force during the term of this contract such insurance as set forth below. Engineer shall not commence work under this contract until Engineer has obtained all the insurance required under this

contract and such insurance has been approved by City, nor shall Engineer allow any subcontractor to commence work on his or her own subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this contract shall be written on an "occurrence" basis, except for professional liability. The insurance requirements shall remain in effect throughout the term of this Contract. The policy limits stated below are at a minimum.

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

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

1. Except for Worker's Compensation and professional liability insurance, the policy shall name City as an additional insured as to all applicable coverage;
2. Each policy will require that thirty (30) days prior to the expiration in coverage, a notice thereof shall be given to City to:

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

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

3. The term "Owner" or "City" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of City and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of City.
4. The policy phrase "other insurance" shall not apply to City where city is an additional insured on the policy; and
5. All provisions of the contract concerning liability, duty and standards of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

C. Concerning insurance to be furnished by Engineer, it is a condition precedent to acceptability thereof that:

1. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and
2. Insurance is to be placed with carriers with an A.M. Best rating of A:VII, or as otherwise acceptable to the City.

D. Engineer agrees to the following:

1. Except for professional liability, Engineer hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against City, it being the intention that the insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies.
2. Companies issuing the insurance policies and Engineer shall have no recourse against City for payment of any premiums or assessments for any deductible, as all such premiums and deductibles are the sole responsibility and risk of Engineer.

3. Approval, disapproval or failure to act by City regarding any insurance supplied by Engineer (or any subcontractors) shall not relieve Engineer of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate Engineer from liability.
4. Engineer shall provide one (1) copy of a Certificates of Insurance completed on an Acord form or other State-approved form, and endorsements effecting coverage required by this section to the City by forwarding to:

City of Arlington
Water Utilities Department - Mail Stop 01-0200
Attn: Utilities Engineering Manager
PO Box 90231
Arlington, Texas 76004-3231

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

VI.
Monies Withheld

When City has reasonable grounds for believing that:

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

VII.
No Damages for Delays

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

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

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

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

The Engineer agrees to complete the attached PRIME AND SUBS REPORT form and provide information about its minority/woman status with this contract. Engineer will also be required to submit cost information (anticipated dollar amounts if applicable) towards minority/woman owned businesses. The information submitted shall include the Engineer and any other firms performing work as a part of this contract such as surveying services. Engineer will be required to resubmit PRIME AND SUBS REPORT form with actual cost spent prior to final payment of this contract. In addition, the Engineer agrees to complete a Data Gathering Form with this contract as a separate document.

IX.
Right to Inspect Records

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

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

X.

No Third Party Beneficiary

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

XI.

Successors and Assigns

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

XII.

Engineer's Liability

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

XIII.

Indemnification

ENGINEER does hereby covenant and contract to indemnify and hold harmless CITY and all of its officials, officers, agents, employees and invitees, in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including reasonable attorney fees of litigation and/or settlement, that may arise by reason of death of or injury to persons or damage to or loss of use of property occasioned by any wrongful intentional act or omission of ENGINEER as well as any negligent omission, act or error of ENGINEER, its officials, officers, agents, employees and invitees, or other persons for whom ENGINEER is legally liable with regard to the performance of this Contract, whether said negligence is sole negligence, contractual comparative negligence, concurrent negligence or any other form of negligence. In the event of joint or concurrent negligence of ENGINEER and CITY, responsibility, if any, shall be apportioned comparatively in

accordance with the laws of the State of Texas. Nothing in this paragraph is intended to waive any governmental immunity available to CITY under Texas law or waive any defenses of ENGINEER or CITY under Texas law. This paragraph shall not be construed for the benefit of any third party, nor does it create or grant any right or cause of action in favor of any third party against CITY or ENGINEER.

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

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

XIV. **Severability**

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

XV. **Independent Contractor**

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

XVI.
Disclosure

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

XVII.
Venue

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

XVIII.
Entire Agreement

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

XIX.
Applicable Law

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

XX.
Default

If at any time during the term of this contract, Engineer shall fail to commence the work in accordance with the provisions of this contract or fail to diligently provide services in an efficient, timely, and careful manner and in strict accordance with the provisions of this contract or fail to use an adequate number or quality of personnel or equipment to complete the work or fail to perform any of its obligations under this contract, then City shall have the right, if Engineer does not cure any such default after thirty (30) days written notice thereof, to terminate this contract and complete the work in any manner it deems desirable, including engaging the services of other parties therefor. Any such act by City shall not be deemed a waiver of any other right or remedy of City. If after exercising any such remedy, the cost to City of the

performance of the balance of the work is in excess of that part of the contract sum which has not therefore been paid to Engineer hereunder, Engineer shall be liable for and shall reimburse City for such excess.

XXI.
Headings

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

XXII.
Non-Waiver

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

XXIII.
Remedies

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

XXIV.
Equal Employment Opportunity

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

XXV.
Construction of Contract

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

XXVI.

Notices

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

If intended for City, to: _____

Audra Valamides, P.E.

Civil Engineer

City of Arlington

P.O. Box 90231, MS 01-0200

Arlington, Texas 76004-3231

XXVII.

Warranty

To the extent allowed by law, Engineer warrants that all work will be performed to the professional services standard indicated in Section I. of this contract.

XXVIII.

USDOT Standard Title VI Assurances

The City of Arlington, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all vendors that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Vendor will abide and ensure compliance with all terms of Appendix A of the USDOT Standard Title VI Assurances as listed below.

Appendix A of the USDOT Standard Title VI Assurances

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

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

(2) Nondiscrimination: The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection

and retention of subcontractors, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

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

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

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

- (a) withholding of payments to the Engineer under the contract until the Engineer complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

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

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

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

WITNESS:

ENGINEER:

BY: _____

Printed or Typed Name

Printed or Typed Title

Tax Identification No.

ATTEST:

CITY OF ARLINGTON, TEXAS:

Mary W. Supino, City Secretary

BY: _____

Walter J. Pishkur
Printed or Typed Name

Director of Water Utilities
Printed or Typed Title

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY: _____

THE STATE OF TEXAS §

Engineer Acknowledgment

COUNTY OF TARRANT §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 20____.

(SEAL)

Notary Public in and for the State of Texas

Notary's Printed Name

My Commission Expires: _____

THE STATE OF TEXAS §

Municipal Acknowledgment

COUNTY OF TARRANT §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 20____.

(SEAL)

Notary Public in and for the State of Texas

Notary's Printed Name

My Commission Expires: _____

The City of Arlington (hereinafter called CITY) has requested Freese and Nichols, Inc. (hereinafter called FNI) to conduct a qualitative channel instability reconnaissance at up to 170 aerial pipeline channel crossing and parallel locations known to already exhibit channel instability problems.

Channel Instability Reconnaissance

The channel instability reconnaissance will include visiting up to 170 pipeline channel crossing or parallel locations and qualitatively documenting areas experiencing channel instability in the form of channel erosion and provide general descriptions of channel conditions. The following information will be collected during the site visit: GPS photos of erosion, channel bed and bank material and condition, bank vegetation, and bank stability. Each location will then be prioritized using the criteria listed above and rated as being low, moderate or high priority in terms of channel instability and potential threat to the pipeline location. A report will document the site conditions with photographs and aerial imagery of each location, an overall table-sized map showing the priority rating for each location (hotspot map) and planning level cost estimates for the top 10 locations needing immediate attention. An electronic geodatabase will contain the site number, field conditions and descriptions, photos, field sheets, and the priority rating for each site (low, moderate, or high). The priority rating will serve as a planning tool that will assist the CITY with focusing efforts on pipeline locations with the highest potential for channel instabilities.

The tasks are outlined below

1. Data Acquisition and Desktop Analysis – Prior to conducting the field work FNI will have a kickoff meeting. FNI will attend up to one (1), three (3) hour meeting to kick off the project and obtain pipeline locations and valuable field knowledge about each location that the water utilities are aware of. This task includes time to review aerial photographs, soil maps, and geology as well as plan out the route for visiting each site.
2. Field Reconnaissance – FNI will visit each site to qualitatively document the channel instabilities at and in the vicinity of pipeline location. The following information will be collected during the site visit: GPS photos of erosion, channel bed and bank material and condition, bank vegetation, and bank stability. Twenty five field days have been estimated for this effort.
3. Post Processing – After completing the field reconnaissance the data will be compiled into a GIS database and prioritized in terms of channel instability and potential threat to each pipeline location. This task includes one (1), four (4) hour meeting with the City to present a progress update and discuss the locations with the highest rating. Two days of field time are estimated to revisit up to ten sites with the City to discuss channel stability issues and threats to the pipeline crossing.
4. Deliverables – A report will include site conditions, photographs, aerial imagery of each location, an overall table-sized map showing the priority rating for each location (hotspot map), and planning level cost estimates for the top 10 locations needing immediate attention. An

Erosion Risk Analysis for Pipelines Scope of Services
City of Arlington – Water Utilities

electronic geodatabase will contain the site number, field conditions and descriptions, photos, field sheets, and the priority rating for each site.

- a. Draft Report will be submitted to the City for review and comment. The report will include the maps and database from the reconnaissance. FNI will submit two (2) printed copies of the draft report to the City for review and approval. FNI will attend one (1), two (3) hour meeting with the City to receive their comments on the evaluation.
- b. Final Report – FNI will update the draft report, maps and database and submit two (2) printed copies of the final report to the City. The final report will include a DVD with all data generated from this task order. Appropriate file directory structure and a “Readme” file explaining content in the DVD will be populated data from this task.

Estimated time to complete is four months

Budget is \$89,200

COMPENSATION

Compensation to FNI for Basic Services in Attachment A shall be computed on the basis of the Schedule of Charges, but shall not exceed Eighty Nine Thousand Two Hundred Dollars (\$89,200). If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment A, FNI will notify CITY for CITY's approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

Schedule of Charges:

<u>Position</u>	<u>Min</u>	<u>Max</u>
Professional - 1	70	119
Professional - 2	91	152
Professional - 3	97	186
Professional - 4	142	227
Professional - 5	180	250
Professional - 6	171	455
Construction Manager - 1	88	118
Construction Manager - 2	107	155
Construction Manager - 3	132	166
Construction Manager - 4	167	226
CAD Technician/Designer - 1	58	102
CAD Technician/Designer - 2	93	133
CAD Technician/Designer - 3	119	171
Corporate Project Support - 1	43	99
Corporate Project Support - 2	72	178
Corporate Project Support - 3	78	345
Intern/ Coop	36	66

Rates for In-House Services**Technology Charge**

\$8.50 per hour

Travel

Standard IRS Rates

Bulk Printing and Reproduction

	<u>B&W</u>	<u>Color</u>
Small Format (per copy)	\$0.10	\$0.25
Large Format (per sq. ft.)		
Bond	\$0.25	\$0.75
Glossy / Mylar	\$0.75	\$1.25
Vinyl / Adhesive	\$1.50	\$2.00
Mounting (per sq. ft.)	\$2.00	
Binding (per binding)	\$0.25	

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and rates will be adjusted annually in February.

350-22015

Staff Report



John F. Kubala and Pierce-Burch Water Treatment Plants, Phase II – Water Treatment Ozone System Improvements and Upgrade; Project No. WUTR15002	
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City Council Meeting Date: 02-09-2016	Action Being Considered: Minute Order
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RECOMMENDATION

Authorize the City Manager or his designee to execute a construction contract with Archer Western Construction, LLC of Irving, Texas for John F. Kubala and Pierce-Burch Water Treatment Plants, Phase II – Water Treatment Ozone System Improvements and Upgrade in an amount not to exceed \$7,348,960.

PRIOR BOARD OR COUNCIL ACTION

On March 17, 2015, City Council passed Minute Order No. 03172015-019, authorizing City Manager or his designee to execute an Engineering Services Contract with CDM Smith Inc., of Fort Worth, Texas for the Water Treatment Ozone System Improvements and Upgrade in an amount not to exceed of \$1,019,207.

On November 17, 2015, City Council passed Minute Order No. 11172015-005, authorizing City Manager or his designee to execute a sole source purchase of ozone equipment from Ozonia North America, LLC of Leonia, New Jersey for upgrades of existing ozone equipment at the John F. Kubala and Pierce-Burch Water Treatment Plants in the estimated amount of \$3,238,600.

ANALYSIS

This project consists of:

1. Demolition of outdated ozone equipment at the John F. Kubala and Pierce-Burch Water Treatment Plants.
2. Installation and startup of owner furnished ozone equipment.
3. Miscellaneous electrical, instrumentation and control work to improve the operation of the ozone processes at both facilities.
4. Installation of miscellaneous canopies and Heat and Ventilation system to protect new equipment and prolong its useful service lifetime.
5. Miscellaneous civil and site work.

Date of Bid:	January 21, 2016
Number of Bids Received:	2
Number of Bids from Arlington Firms:	None
Bidder Prequalification:	Yes
Engineer's Estimate:	\$5,610,000
Range of Bids:	\$8,319,460
Low Bid:	\$7,348,960
Recommended Low Bidder:	Archer Western Construction, LLC
Contract Scope:	Demolition of existing ozone equipment. Installation and startup of owner furnished ozone equipment. Electrical, instrumentation and

BID TABULATION REPORT

John F. Kubala & Pierce-Burch Water Treatment Plants Phase II- Water Treatment Ozone System Improvements and Upgrade BID OPENED : January 21, 2016	Archer Western Construction, LLC	BAR Constructors, Inc.
	Irving, Texas	Lancaster, Texas

WATER IMPROVEMENTS

ITEM	DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
101	Construction of modifications, Improvements & Upgrades	LS	1	\$ 6,990,000.00	\$ 6,990,000.00	\$ 7,918,000.00	\$ 7,918,000.00
102	Design, Installation & Removal of Trench Safety System	LF	500	\$ 1.00	\$ 500.00	\$ 6.00	\$ 3,000.00
103	Owner selected ozone fine bubble diffusers	LS	1	\$ 148,460.00	\$ 148,460.00	\$ 148,460.00	\$ 148,460.00
104	Construction Contingency Allowance	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
105	Construction of Hydrogen Peroxide Facilities	LS	1	\$ 110,000.00	\$ 110,000.00	\$ 150,000.00	\$ 150,000.00
SUBTOTAL WATER IMPROVEMENTS:					\$ 7,348,960.00		\$ 8,319,460.00

	SUBTOTAL WATER IMPROVEMENTS:	\$ 7,348,960.00		\$ 8,319,460.00
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	TOTAL BASE BID AMOUNT	\$ 7,348,960.00		\$ 8,319,460.00
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100 Throckmorton Street, Suite 600
Fort Worth, Texas 76102
tel: 817 332-8727
fax: 817 820-0450

January 22, 2016

Mr. Mohammad Bayan, P.E.
Arlington Water Utilities
101 W. Abram Street
Arlington, TX 76004

Subject: John F. Kubala & Pierce-Burch Water Treatment Plants
Phase II – Water Treatment Ozone System Improvements and Upgrade
Project No. WUTR15002
Bid Evaluation and Recommendation

Dear Mr. Bayan,

Proposals were received and publicly read at 10:00 am, January 21, 2016 for the above referenced project. Two general contractors submitted proposals, Archer Western Construction, LLC and Bar Constructors, Inc. Each proposal included signed acknowledgements of the receipt of each of four addenda and the required bid proposal security. Each contractor had been pre-qualified by the City to perform Plant Construction work and submitted additional Ozone Generator/PSU Installation Experience with their bid. A summary of the two bids are presented in the attached table.

Archer Western Construction, LLC submitted the lowest bid for the project. A review of their ozone generator installation experience shows that they are qualified to perform the work of this project. Based upon our review of the proposals and accompanying information, CDM recommends that the Archer Western Construction, LLC bid of \$7,348,960.00 be accepted as the lowest bid for the Phase II – Water Treatment Ozone System Improvements and Upgrade project.

Please contact me if you have any comments or need additional information.

Sincerely,

J. Dan Shannon, P.E.
Senior Vice President
CDM Smith Inc.
Texas Registration No. F-3043



City of Arlington, Texas
John F. Kubala & Pierce-Burch Water Treatment Plants
Phase II - Water Treatment Ozone System Improvements and Upgrade
Project No. WUTR15002

BID TABULATION
BIDS RECEIVED 10:00 AM, JANUARY 21, 2016

Item No.	Description	Archer Western Constructors				Bar Constructors			
		Quantity	Unit	Unit Bid Price	Total Bid Price	Quantity	Unit	Unit Bid Price	Total Bid Price
101	Construction of Ozone System Modifications and Improvements	1	L.S.	\$6,990,000.00	\$6,990,000.00	1	L.S.	\$7,918,000.00	\$7,918,000.00
102	Trench Safety System	500	L.F.	\$1.00	\$500.00	500	L.F.	\$6.00	\$3,000.00
103	Allowance for Fine Bubble Diffusers	1	L.S.	\$148,460.00	\$148,460.00	1	L.S.	\$148,460.00	\$148,460.00
104	Constuction Contingency Allowance	1	L.S.	\$100,000.00	\$100,000.00	1	L.S.	\$100,000.00	\$100,000.00
105	Construction of Hydrogen Peroxide Facilities at PBWTP	1	L.S.	\$110,000.00	\$110,000.00	1	L.S.	\$150,000.00	\$150,000.00
	TOTAL BID PRICE				\$7,348,960.00				\$8,319,460.00





Staff Report

Sole Source Purchase of Services for the John Kubala Water Treatment Plant and Green Oaks Water Main Condition Assessment, Project No. WUOP15022

City Council Meeting Date: 2-9-16 | Document Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to execute a contract for the sole source purchase of services for the John Kubala Water Treatment Plant and Green Oaks Water Main Condition Assessment with Pure Technologies U.S. Inc., in the amount not to exceed \$517,000.

PRIOR BOARD OR COUNCIL ACTION

None

ANALYSIS

This contract is for performing a condition assessment of two mains that are critical to the operation of the Water Utility. The first section is approximately 2.1 miles of 60-inch prestressed concrete cylinder pipe (PCCP) raw water main from John Kubala Water Treatment Plant to the connection with Tarrant Regional Water District. The second section is approximately 2.5 miles of 42-inch, 48-inch and 54-inch PCCP water main from the Pierce-Burch Water Treatment Plant to the intersection of Pleasant Ridge Road and Little Road. The goal of this assessment is to identify sections of pipeline that have structural degradation and a high probability of failure. The condition assessment uses non-invasive scanning technology. This effort will significantly increase the remaining useful life of the pipeline through planned replacements of sections with structural degradation, reduction of emergency pipeline repairs, and cost savings through extended pipeline life.

Pure Technologies U.S. Inc. of Addison, Texas, is the sole distributor for the P-Wave electromagnetic inspection technology. Therefore, this purchase is exempt from the competitive bidding statutes in accordance with the Texas Local Government Code, Section 252.022 (a) (7)(A) available from only one source because of patents, copyrights, secrete processes, or natural monopolies.

FINANCIAL IMPACT

Funding Sources:

Water Bond Fund 658502-16392205-61043 \$517,000

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
\$ 517,000	\$ 0	\$ 0

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

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

Buzz.Pishkur@arlingtontx.gov

Brad.Franklin@arlingtontx.gov

THE STATE OF TEXAS §

ENGINEERING SERVICES CONTRACT

COUNTY OF TARRANT §

THIS CONTRACT is made and entered into this ___ day of January, 2016 by and between the City of Arlington, Tanant County, Texas, a municipal corporation, hereinafter called "City," and Pure Technologies U.S. Inc., hereinafter called "Engineer," whose address is 4505 Excel Pky, Suite 600, Addison, TX 75001.

WITNESSETH:

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

**John Kubala Water Treatment Plant (JK WTP) and Green Oaks
Water Main Condition Assessment
City of Arlington Project No. WUOP15022**

I.

Employment of Engineer

Engineer shall perform all services under this contract to the prevailing engineering professional standards consistent with the level of care and skill ordinarily exercised by members of the engineering profession, both public and private, currently practicing in the same locality under similar conditions, including reasonable, informed judgments and prompt, timely action. If Engineer is representing that he/she has special expertise in one or more areas to be utilized in this contract, then Engineer agrees to perform those special expertise services to the appropriate local, regional or national professional engineering standards. Engineer shall provide professional engineering services necessary for the pipe condition assessment at two locations and hereinafter referred to as the "Project." The first section is approximately 2.1 miles of 60-inch prestressed concrete cylinder pipe (PCCP) raw water main from John Kubala Water Treatment Plant to the connection with Tarrant Regional Water District. The second section is approximately 2.5 miles of 42-inch, 48-inch and 54-inch PCCP water main from the Pierce-Burch Water Treatment Plant to the intersection of Pleasant Ridge Road and Little Road.

II.

Compensation to Engineer

- A. **BASE COMPENSATION:** City agrees to pay Engineer for all services outlined in Section I and Section III, a total compensation in an amount not to exceed \$517,000. A contingency of \$20,000 was included in the scope of the project and shall only be used when directed in writing by the City. Payments shall be made on a not to exceed per task basis per the task schedule indicated in Attachment "A" as part of this Contract. Attachment "A" is hereby incorporated as if written word for word.

B. Payment for services rendered by Engineer shall be made as follows:

1. For City requested assistance, Engineer *will* be paid on a monthly basis.
2. City shall be invoiced in a form satisfactory to the City.

III. Services

ENGINEER shall perform the tasks enumerated in Attachment "A" to this contract. Attachment "A" as part of this Contract. Attachment "A" is hereby incorporated as if written word for word. However, in the event of any discrepancy or conflict in the language of Attachment "A" and this Contract, the terms and conditions of the Contract shall be given priority as to interpretation and effect.

IV. Time for Completion

Engineer agrees to complete and submit all work required by City for a total of 240 calendar days from the date of written notice to proceed.

It is anticipated that the electromagnetic inspection of the John Kubala raw water main will be completed during or near the week of March 15, 2016. It is also anticipated that the electromagnetic inspection of the Green Oaks water main will be completed once the John Kubala water treatment plant is back in service which is estimated to be mid to late April 2016.

Engineer will provide City with a preliminary list of pipes exhibiting likely distress within two weeks following each of the two aforementioned inspections. Engineer will provide City draft inspection reports within ten weeks following the completion of each inspection. Engineer will provide City with a draft engineering report within six weeks of receipt of comments to Engineer from City on the inspection reports. Engineer will provide City with final engineering and inspection reports within three weeks of receipt of comments to Engineer from City on the draft engineering report.

No extensions of time shall be granted unless a written request is submitted by Engineer, and such request is approved in writing by City.

V. Revisions of Plans and Specifications

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

VI.

Engineer's Coordination with Owner

Engineer shall be available for conferences with City so that Project can be designed with the full benefit of City's experience and knowledge of existing needs and facilities and be consistent with current policies and construction standards. City shall make available to Engineer all existing plans, maps, field notes, and other data in its possession relative to the Project.

Engineer shall accompany City representatives on Project activities.

VII.

Contract Termination Provision

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

This contract may be terminated by Engineer with mutual consent of City at any time for any cause without penalty or liability except as may otherwise be specified herein. Engineer shall submit written notice to terminate contract and shall submit to City all plans and documents relative to the design of Project. City shall then ascertain cost to complete the balance of the work under this contract. If the cost to complete the balance of the work is greater than the unpaid contract amount, City shall retain all unpaid balances and, in addition, Engineer shall pay directly to City the difference in the unpaid balance and the cost to complete the work. In no case shall City pay Engineer any additional monies other than those previously paid under the contract.

VIII.

Ownership of Documents

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

engineer making that change and shall be appropriately marked to reflect what was changed or modified.

IX. Insurance

- A. Engineer shall at Engineer's own expense, purchase, maintain and keep in force during the term of this contract such insurance as set forth below. Engineer shall not conunence work under this contract until Engineer has obtained all the insmance required under this contract and such insurance has been approved by City, nor shall Engineer allow any subcontractor to commence work on his or her own subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this contract shall be written on an "occurrence" basis, except for professional liability. The insurance requirements shall remain in effect throughout the term of this Contract. The policy limits stated below are at a minimum.
1. Workers' Compensation as required by law, Employers Liability Insurance of not less than \$1,000,000.00 for each accident, \$1,000,000.00 disease-each employee, \$1,000,000.00 disease-policy limit.
 2. Commercial General Liability Insurance, including Independent Contractor's Liability, Completed Operations and Contractual Liability, covering but not limited to the indemnification provisions of this contract, fully insuring Engineer's liability for injury to or death of employees of City and third patties, extended to include personal injury liability coverage, and for drunage to property of third parties, with a combined bodily injury and property damage minimum limit of\$1,00,000.00 per occurrence.
 3. Commercial Automobile and Truck Liability Insurance, covering any auto or hired and non-owned vehicles, with a combined bodily injury and property drunage limit of \$1,000,000.00 per occurr-ence.
 4. Professional Liability Insurance: Engineer shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance. Limits of liability shall be \$1,000,000.00 per claim and \$2,000,000.00 aggregate. Any such policy of insurance and the Declarations Page therefore shall identify if coverage is being provided on an "occurrence" or "claims-made" basis. If this coverage is being provided on a claims-made basis, Engineer must maintain this policy for a period of four (4) years after the completion of the project or shall purchase the extended repmtng period or "tail" coverage insurance providing equivalent coverage for the same period of time.
 5. Umbrella Liability Insmance of not less than \$2,000,000.00 per occtmence, following form and drop down provisions included.

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

1. Except for Worker's Compensation and professional liability insurance, the policy shall name City as an additional insured as to all applicable coverage;
2. Each policy will require that thirty (30) days prior to the expiration in coverage, a notice thereof shall be given to City to:

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

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

3. The term "Owner" or "City" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of City and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of City.
4. The policy phrase "other insurance" shall not apply to City where city is an additional insured on the policy; and
5. All provisions of the contract concerning liability, duty and standards of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

C. Concerning insurance to be furnished by Engineer, it is a condition precedent to acceptability thereof that:

1. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and
2. Insurance is to be placed with carriers with an A.M. Best rating of A:VII, or as otherwise acceptable to the City.

D. Engineer agrees to the following:

1. Except for professional liability, Engineer hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against City, it being the intention that the

insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies.

2. Companies issuing the insurance policies and Engineer shall have no recourse against City for payment of any premiums or assessments for any deductible, as all such premiums and deductibles are the sole responsibility and risk of Engineer.
3. Approval, disapproval or failure to act by City regarding any insurance supplied by Engineer (or any subcontractors) shall not relieve Engineer of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate Engineer from liability.
4. Engineer shall provide one (1) copy of a Certificate of Insurance completed on an Acor form or other State-approved form, and endorsements effecting coverage required by this section to the City by forwarding to:

City of Arlington
Water Utilities Department- Mail Stop 01-0200
Attn: Assistant Director of Water Utilities
PO Box 90231
Arlington, Texas 76004-3231

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

X.

Monies Withheld

When City has reasonable grounds for believing that:

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

XI.
No Damages for Delays

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

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

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

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

The Engineer agrees to complete the attached PRIME AND SUBS REPORT fom1 and provide information about its minority/woman status with this contract. Engineer will also be required to submit cost information (anticipated dollar amounts if applicable) towards minority/woman owned businesses. The information submitted shall include the Engineer and any other firms performing work as a prut of this contract such as surveying services. Engineer will be required to resubmit PRIME AND SUBS REPORT form with actual cost spent prior to final payment of this contract. In addition, the Engineer agrees to complete a Data Gathering Form with this contract as a separate document.

XIII.
Right to Inspect Records

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

Engineer further agrees to include in subcontract(s), if any, a provision that any subcontractor or consultant agrees that City shall have access to and the right to examine any

directly pertinent books, documents, papers and records of such consultant or subcontractor involving transactions to the subcontract, and further, that City shall have access during normal working hours to all consultant or subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this paragraph. City shall give the consultant or subcontractor reasonable advance notice of intended audits.

XIV.
No Third Party Beneficiary

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

XV. Successors and
Assigns

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

XVI. Engineer's
Liability

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

XVII.
Indemnification

ENGINEER does hereby covenant and contract to indemnify and hold harmless CITY and all of its officials, officers, agents, employees and invitees, in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including reasonable attorney fees of litigation and/or settlement, that may arise by reason of death

of or injury to persons or damage to or loss of use of property occasioned by any wrongful intentional act or omission of ENGINEER as well as any negligent omission, act or error of ENGINEER, its officials, officers, agents, employees and invitees, or other persons for whom ENGINEER is legally liable with regard to the performance of this Contract, whether said negligence is sole negligence, contractual comparative negligence, concurrent negligence or any other form of negligence. In the event of joint or concurrent negligence of ENGINEER and CITY, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas. Nothing in this paragraph is intended to waive any governmental immunity available to CITY under Texas law or waive any defenses of ENGINEER or CITY under Texas law. This paragraph shall not be construed for the benefit of any third party, nor does it create or grant any right or cause of action in favor of any third party against CITY or ENGINEER.

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

Notwithstanding anything herein to the contrary, Parties will not be liable for any loss of production, loss of use of property, loss of revenue or profit, equipment downtime, business interruption, loss of goodwill, loss of anticipated savings, cost of procurement of substitute goods or services, or for any consequential, indirect, incidental, or special loss or damage suffered by the Parties or any third party, even if advised of the possibility thereof and notwithstanding the failure of essential purpose of any remedy.

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

XVIII.
Severability

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

XIX.
Independent Contractor

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

XX.
Disclosure

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

XXI.
Venue

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

XXII.
Entire Agreement

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

XXIII.
Applicable Law

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

XXIV.
Default

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

XXV.
Headings

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

**XXVI. Non-
Waiver**

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

XXVII.
Remedies

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

XXVIII.
Equal Employment Opportunity

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

XXIX.
Construction of Contract

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

XXX.
Notices

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

If intended for City, to:

Brad Franklin P.E.
Assistant Director of Water Utilities
City of Arlington
P.O. Box 90231, MS 01-0200
Arlington, Texas 76004-3231
Email: Brad.Franklin@arlingtontx.gov

If intended for Engineer, to:

Andy Dettmer, Ph.D., P.E.
Pure Technologies U.S. Inc.
4505 Excel Pky, Suite 600
Addison, Texas 75001
Email: Andy.Dettmer@puretechltd.com

XXXI.
Warranty

To the extent allowed by law, Engineer warrants that all work will be performed to the professional services standard indicated in Section I. of this contract.

XXXII.
USDOT Standard Title VI Assurances

The City of Arlington, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all vendors that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Vendor will abide and ensure compliance with all terms of Appendix A of the USDOT Standard Title VI Assurances as listed below.

Appendix A of the USDOT Standard Title VI Assurances

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

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

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

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be

performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

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

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

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

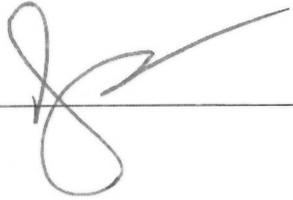
(b) cancellation, termination or suspension of the contract, in whole or in part.

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

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

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

WITNESS:



ATTEST:

Mary W. Supino, City Secretary

ENGINEER:

BY:  _____

John J. Gallher, Jr., P.E.
Printed or Typed Name
Vice President, Western Region
Printed or Typed Title
32-0451847
Tax Identification No.

CITY OF ARLINGTON, TEXAS:

BY: _____

Walter J. Pishkur
Printed or Typed Name

Director of Water Utilities
Printed or Typed Title

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY: _____

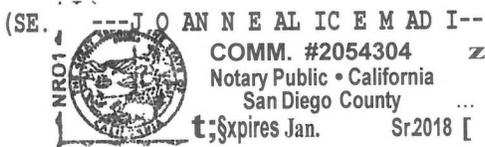
THE STATE OF CALIFORNIA §

Engineer Acknowledgment

COUNTY OF SAN DIEGO §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Joim J. Galleher, Jr., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act of Pure Technologies U.S. Inc., a corporation of San Diego County, California, and as Vice President, thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 28th day of January, 2016.



[Signature]

Notary Public in and for the State of California
Joanne Alice Madi

Notary's Printed Name

My Commission Expires: January 5, 2018

THE STATE OF TEXAS §

Municipal Acknowledgment

COUNTY OF TARRANT §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 20____

(SEAL)

Notmy Public in and for the State of Texas

Notary's Printed Name

My Commission Expires: _____

PRIME AND SUBS REPORT

Project Name:-----
 Project No:_____ Date: _____

LEGEND

MWBE = Minority/Women Business Enterprise

* Answer with "YES" or "NO"

** To be filled in at end of project.

PLEASE INCLUDE PRIME AND ALL SUBS:

Name of Firm 1	*Arlington Firm (Yes/No)	*MWBE (Yes/No)	Anticipated Amount	**Actual Amount
----------------	--------------------------	----------------	--------------------	-----------------

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

Attachment A

Proposal for Pipe Inspection Services



January 20, 2015

Brad Franklin, P.E.
Arlington Water Utilities
Assistant Director

RE: Proposal for pipeline condition assessment:
Pierce-Burch WTP transmission main and John F. Kubala WTP raw water line

Dear Brad:

Pure Technologies U.S. Inc. (Pure Technologies) is pleased to present the following scope and associated costs to perform a condition assessment involving the following scope of work:

1. Drawings and records review, site reconnaissance and planning documents
2. Internal electromagnetic inspection using the free-swimming Pipediver® platform from the pig-launch station at Pierce-Burch WTP to the intersection of Little Rd. and Pleasant Ridge which is approximately 2.5 miles of 54-inch, 48-inch and 42-inch prestressed concrete cylinder pipe (PCCP)
3. Internal electromagnetic inspection using the PureRobotics® platform in the raw water line to John F. Kubala WTP from the TRWD connection. This is approximately 2.1 miles of 60-inch PCCP.
4. Engineering evaluation including structural assessment, performance curves, workshop, pipe-by-pipe GIS, draft and final report.

The purpose of this project is to recommend individual pipes for repair, rehabilitation, or replacement based on the condition assessment work performed.

PROJECT APPROACH & SCOPE OF SERVICES

The proposed overall approach to manage these pressure pipes consists of a risk-based management methodology that Pure Technologies calls *Assess and Address*. The goal of this approach is to identify and rehabilitate high risk pipes before they fail, which significantly increases the remaining useful life of the pipeline at a fraction of the total replacement cost and avoids pipeline failure. This approach involves a review of existing information, baseline pipeline inspection using technologies and delivery platforms to address the appropriate level of risk, structural modeling, risk assessment, repair and rehabilitation and/or long term structural monitoring and/or or follow up inspection.

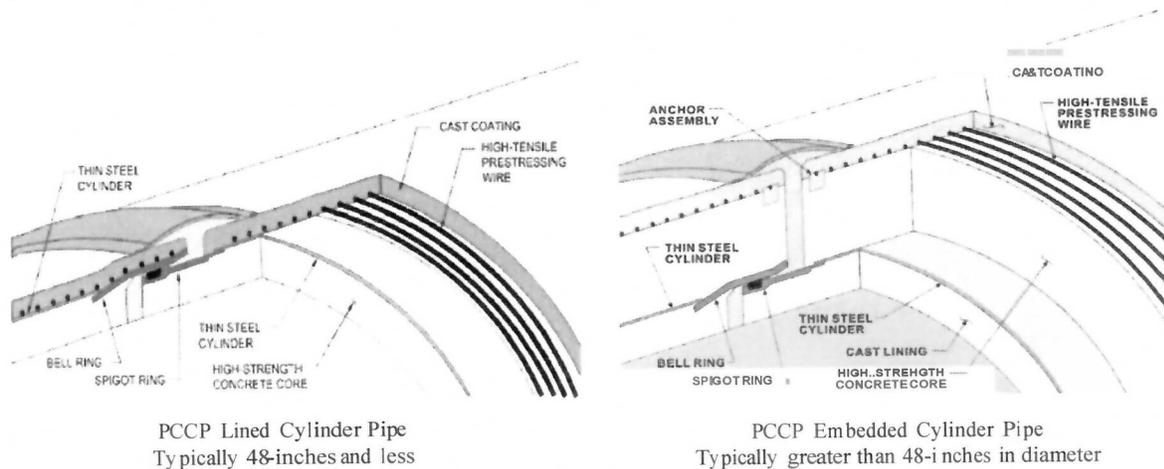
SITE RECONNAISSANCE AND PROJECT PLANNING DOCUMENT

The initial step in addressing this project is to conduct a thorough review of all available documents and drawings to verify the configuration of each identified pipeline asset. Pure Technologies will also conduct a thorough site reconnaissance to confirm access to each pipeline, and review pipe design specifications, hydraulic conditions, manufacturing and installation details.

Following review of all information and visual reconnaissance of the pipelines, Pure Technologies will prepare a detailed planning document. The document will include a description of work activities, address contingencies and safety protocols, confined space entry requirements, and scheduling.

ELECTROMAGNETIC INSPECTION OF PCCP

PCCP relies on high strength steel prestressing wire wrapped around the pipe under stress to provide its strength. There are several designs of prestressed pipe in use in the United States. The most common types are AWWA C301-E (Embedded Cylinder Pipe) and C301-L (Lined Cylinder Pipe). Numerous excavations have confirmed the efficiency of the technology and, as a result, this technology is now the most advanced technology for assessing AWWA C301 pipelines.



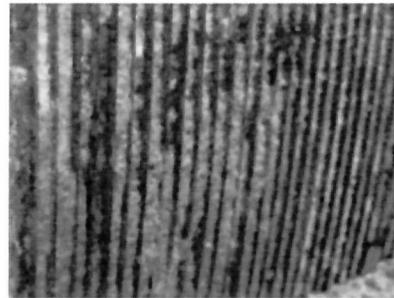
Due to its vulnerability to corrosion, the wire is embedded in a mortar coating, which provides an alkaline environment (a very effective form of corrosion protection) inhibiting corrosion. Problems arise in PCCP when the mortar, and thus the alkaline environment, is compromised, leaving the wire susceptible to corrosion. When corrosion of the prestressing wire occurs, the wire eventually breaks - reducing the strength of the pipe at that location. If corrosion

continues, multiple wire breaks may occur in the same region and can significantly reduce the pipe's strength, eventually to the point of failure.

In addition to corrosion, a common failure mode of prestressing wire is due to a change in the manufacturing process during the 1970s and 1980s. This process led to the production of some wire with increased tensile strength but also reduced the ductility of the steel and made the wire susceptible to hydrogen embrittlement. The combination of low ductility in the wire and susceptibility to hydrogen embrittlement creates a high probability of failure for some PCCP. Additionally, hydrogen embrittlement may result from exposure to stray electrical current and from improperly applied cathodic protection.

Failure of PCCP sometimes occurs as a sudden, catastrophic event with no warning. Thus, the consequences associated with its failure not only severely disrupt operations, but can also increase significant risks associated with collateral damage.

Assessing the condition of a PCCP buried pipeline is a challenging task that is best performed using state-of-the-art non-destructive testing technologies combined with sound engineering science and judgement. The primary goal of an inspection program is to provide an understanding of the condition of the structural component that provides the pipe's strength—the prestressing wire. An electromagnetic inspection provides a non-destructive method of evaluating the baseline condition of the prestressing wire, as it estimates the quantity and location of wire breaks for each pipe section.



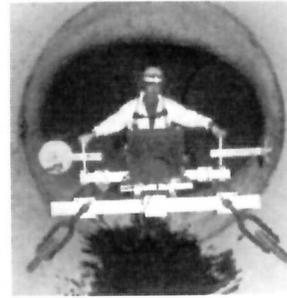
Heavily corroded and broken prestressing wire

Pure Technologies has developed and owns the electromagnetic inspection technology (PureEM®) and proposes to use this technology to assess the condition of both proposed pipelines.

Electromagnetic Theory

A common analogy to describe the physics of electromagnetic inspections is to view the transmitter and receiver coils that use the prestressing wire as an inductor that can alter an induced field. The coils are placed in a horizontal configuration with the transmitting coil on one side of the pipe and the receiver coil on the other side. The transmitting coil generates a magnetic field on the prestressing wire and the resulting field on the opposite side of the pipe is recorded with the receiver coil. The equipment is moved through the pipe to obtain a magnetic signature of each pipe section.

If the prestressing wire, acting as an antenna, is intact, the receiver coil detects a consistent signal with certain characteristics. When the end of a pipe section is reached, the polarity of the detected field reverses because the coiled inductor ends. However, if the inductor is broken (i.e. the prestressing wire is broken), the signal is also altered and a new pole reversal occurs part way through the pipe. These unexpected reversals delay the arrival of the signal at the receiver and can be quantified to estimate the number of wire breaks.



Manned EM Inspection Equipment

The transmitter produces the electromagnetic field inside the pipe while the data acquisition system and receiver coil measure and record the resulting magnetic field variations on the opposite side of the pipe. This equipment is moved through the pipeline and the resulting data is recorded on the data acquisition system for later analysis.

Capabilities

An electromagnetic inspection reliably detects broken prestressing wire in PCCP mains, provides an estimate on the number of broken wire wraps, and provides a location of where wire break damage exists. This information can be used to perform structural evaluation of a pipe so that risk can be quantified.

Limitations

Electromagnetic inspections are a major advance when assessing the condition of PCCP pipelines. However, as with all technologies there are some limitations to be aware of. Electromagnetic inspections detect electromagnetic anomalies that are consistent with anomalies caused by breaks in the prestressing wire of PCCP. However, some variables may affect the signal or interpretation of the signal. Limitations include:

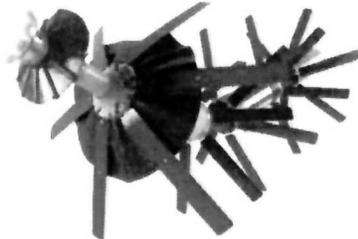
- The magnetic field of interest is small and other interference can mask the measurements or distort their size. Unexpected changes in the manufacture of the pipe and the presence of ferromagnetic materials in the pipeline can create difficulty in evaluating the electromagnetic signals.
- The accuracy of estimating the number of wire breaks near the end of pipe sections is reduced due to the increased presence of steel at the joints affecting the electromagnetic signal.
- Wire breaks scattered across a wire break zone (usually associated with hydrogen embrittlement) may result in an overestimation of the number of wire breaks. Most wire break estimation algorithms assume that all wires are broken in an affected area.

ALTERNATIVE DELIVERY PLATFORMS FOR ELECTROMAGNETIC INSPECTION

The electromagnetic technology can be deployed using one of three delivery platforms: manned, tethered robot or free-swimming PipeDiver®.

Free-Swimming PipeDiver Electromagnetic Inspection

The free-swimming PipeDiver electromagnetic inspection tool can traverse the entire pipeline length under full flow conditions in a single deployment. Insertion and extraction can be via the following access locations:



- Insertion: pig-launch facility on the 54-inch PCCP on the PBWTP site.
- Extraction: at a new 24-inch tap to be installed by the City of Arlington near the intersection of Little Rd. and Pleasant Ridge

Pure Technologies proposes to insert and extract the PipeDiver under de-pressurized conditions. The PipeDiver can be deployed under pressurized conditions using launch and retrieval tubes at an additional cost. Optimum flow rate for the PipeDiver is 2 to 3 feet per second, with reduced flow going through any in-line butterfly valves and nearing the extraction point where flow shall be temporarily shut off. The PipeDiver will be tracked from the surface utilizing specially designed tracking receivers that detect signals emitted by an onboard transmitter.

Long Range Robotic Electromagnetic Inspection

The robotic unit is equipped with an 8,000 foot tether; however, actual deployment distances will vary depending on the configuration of the pipeline (bends, slopes, etc.) and the condition of the pipe interior (i.e., bio-film, debris, sediment accumulation, etc.). The robotic unit is equipped with a pan-tilt-zoom camera that allows for excellent and up-close viewing of the pipe wall and pipe joints. The robotic unit requires a minimum flanged opening of 18-inches in diameter.



Long range robotic electromagnetic inspection

STRUCTURAL MODELING/PIPE PERFORMANCE RISK (URVE(s))

While the electromagnetic inspection technology described herein will provide data on wire breaks and potential areas of pipe deterioration, the challenge associated with assessing and managing distressed pipe is determining what level of distress (i.e., broken prestressing wires in

PCCP) creates an unacceptable level of risk, thereby requiring repair and/or replacement actions.

Pure Technologies has developed an innovative approach for condition based pipeline management using structural models along with hydraulic evaluation data ultimately delivering a comprehensive decision making tool – "Pipe Performance Risk Curve" - for the management of a pressure main. Based on the Pipe Performance Risk Curve results, distress in a pipe may be present, but this may not require the immediate rehabilitation or replacement of the pipe section allowing for management and/or monitoring of the deterioration; focusing critical resources on higher risk areas of the infrastructure.



*Finite Element Modeling
Determines Remaining
Pipe Wall Strength*

Pure Technologies can develop a Performance Curve for each pipe design of potential concern, depending on the findings of the electromagnetic inspection.

FINAL REPORT AND CLIENT WORKSHOP

Pure Technologies will evaluate the condition of the pipelines based on the likelihood of failure associated with any distressed pipe identified as part of the inspections. All inspection findings, documentation, photographs, video recordings (as applicable), structural analysis, performance curves and recommendations will be included in the final written report to be presented in a Workshop with the City of Arlington.

As part of the final report, Pure Technologies will deliver a Geographic Information System (GIS) "geo-database" for each pipeline that will display the spatial location of each stick of pipe that is inspected with the electromagnetic technology. The stick-by-stick summary is an asset management tool that will show the pipeline features (pipes, bends, access manholes, in-line valves, taps, etc.), location, pipe class and damage in an "easy-to-use" spatial format that will overlay onto the City of Arlington's GIS system. This deliverable will allow the City of Arlington to collect data and manage the pipeline in the same manner that the City's O&M group maintains the pipeline.

FEE SCHEDULE	
1. <i>Drawing Review, Visual Reconnaissance and Preliminary Planning Documents: Review all facility and piping drawings and conduct a site reconnaissance to verify the existing pipe materials, pipeline configurations, access opportunities, etc. (This task will be completed as a separate contract)</i>	TO BE COMPLETED UNDER SEPARATE CONTRACT
2. <i>Internal electromagnetic inspection using the free-swimming PipeDiver[®] platform from the pig-launch station at PB WTP to the intersection of Little Rd. and Pleasant Ridge which is approximately 2.5 miles of 54-inch, 48-inch and 42-inch prestressed concrete cylinder pipe (PCCP). (includes the first of two mobilizations)</i>	\$210,000
3. <i>Internal electromagnetic inspection using the PureRobotics[®] platform in the raw water line to JK WTP from the TRWD connection. This is approximately 2.1 miles of 60-inch PCCP. (includes the second of two mobilizations)</i>	\$150,000
4. <i>Expedited electromagnetic analysis for PB WTP line</i>	\$9,000
5. <i>Expedited electromagnetic analysis for JK WTP line</i>	\$9,000
6. <i>Pipe Performance Risk Curves (\$8,000 each)</i>	\$32,000
7. <i>Pipe-by-pipe GIS deliverable</i>	\$32,000
8. <i>Engineering evaluation, workshop, draft and final report</i>	\$55,000
9. <i>Contingency</i>	\$20,000
Total Fee	\$517,000

Fee Notes:

1. *City of Arlington to provide vehicle access to pipeline right-of-way and existing access points (i.e., Manholes, ARV's, Blow-offs, In-Line Valves, etc.). This includes removal and replacement of blind flanges, pig launch flanges, and manhole lids.*
2. *City of Arlington personnel to accompany Pure Technologies' personnel on site visits and during inspections.*
3. *City of Arlington to de-water access vaults as may be required to allow for attachment of tracking sensors.*
4. *City of Arlington to notify landowners as may be required.*
5. *City of Arlington to provide traffic control as may be required*
6. *For PipeDiver, City of Arlington shall de-pressurize the water line to accommodate placement of the PipeDiver into the pipeline and also to retrieve the PipeDiver from the pipeline via access outlet. Should Pure Technologies be required to use launch tubes for insertion and retrieval under fully operational and pressurized conditions, an additional cost of \$70,000 each shall be applicable and City of Arlington will need to furnish 12-inch gate valves at the two (2) access locations and provide lifting equipment to install and remove the launch and retrieval tubes.*
7. *City of Arlington to provide optimum flow rate of 2 to 3 fps for PipeDiver EM delivery platform. Including valve operations before, during and after inspections.*
8. *City of Arlington to dewater the JK WTP raw water pipeline to accommodate a robotic inspection.*

9. *The proposed fees are based on performing all work under a two mobilizations and complete the work in a contiguous manner without delay. Standby rate for delays caused by others shall be billed at \$10,000 per day. Re-mobilization fee of \$35,000 shall apply*
10. *City of Arlington to provide all available reference material including manufacturer's lay drawings, pipe design, specifications, and mapping for the pipeline.*
11. *City of Arlington to provide secured access ladders to allow for safe entrance into the pipe (if needed)*
12. *City of Arlington to provide scaffold platform at access locations if deemed necessary to support safe access.*
13. *Local, State or Federal taxes are not included in the proposed fee.*

A preliminary report will be delivered to the City of Arlington within 8 to 10 weeks following completion of field work. If the City of Arlington accepts the additional "expedited fee" as shown in the fee table, then a pipe list showing distressed pipes can be provided within two weeks following the field work. A final report will be submitted within two weeks following receipt of comments and edits from the City of Arlington.

Pure Technologies is committed to providing the City of Arlington with the highest quality condition assessment project in an efficient and cost effective manner. If you have any questions, please contact me at (214) 236-5728 (mobile).

Respectfully,

PURE TECHNOLOGIES U.S. INC.

A handwritten signature in black ink, appearing to read "Andy Dettmer", with a long horizontal flourish extending to the right.

Andy Dettmer, Ph.D., P.E.
Senior Project Manager

Staff Report



Contract Modification No. 1 to the Construction Contract for Kee Branch and Lynn Creek Water and Sanitary Sewer Improvements, Project No. WUSS13001	
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City Council Meeting Date: 02/09/16

Action Being Considered: Minute Order

RECOMMENDATION

Authorizing the City Manager or his designee to execute Contract Modification No. 1 to the construction contract with S.J. Louis Construction of Texas Ltd., of Mansfield, Texas, for Kee Branch water and sanitary sewer improvements and drainage improvements for Little Creek Court in the amount of \$209,822.35.

PRIOR BOARD OR COUNCIL ACTION

On September 17, 2013, City Council approved Minute Order No. MO09172013-024, authorizing the execution of an Engineering Services Contract with Espey Consultants, Inc., dba RPS, of Dallas, Texas, for Kee Branch and Lynn Creek Water and Sanitary Sewer Improvements project, in an amount not to exceed \$569,360 for preparing the construction plans.

On May 7, 2013, City Council approved Minute Order No. MO05072013-011, authorizing the execution of an Engineering Services Contract with Dunaway Associates, Inc., of Fort Worth, Texas, for drainage improvements for Little Creek Court, in an amount not to exceed \$159,964.00 for preparing the construction plans.

On February 10, 2015, City Council approved Minute Order No. MO02102015-009, authorizing the execution of a construction contract with S.J. Louis Construction of Texas Ltd., of Mansfield, Texas for Kee Branch water and sanitary sewer improvements and drainage improvements for Little Creek Court in an amount not to exceed \$7,896,400.10. The contract includes a maximum bonus of \$120,000 for a possible contract total of \$8,016,400.10.

On January 26, 2016, City Council approved Minute Order No. MO01262016-010, authorizing the execution of Contract Modification No. 2 to the Engineering Services Contract with Espey Consultants, Inc., dba RPS, of Dallas, Texas for Kee Branch and Lynn Creek Water and Sanitary Sewer Improvements project, in an amount not to exceed \$45,167.

ANALYSIS

The Public Works and Transportation Department evaluated the condition of the cul-de-sacs along Kee Brook Drive due to numerous citizen requests. Analysis of the pavement ratings and field inspection concluded the streets listed on the change order are candidates for resurfacing. To avoid disrupting citizens a second time moving in another contractor, staff recommends having S.J. Louis Construction of Texas Ltd. perform the resurfacing work. The change order also includes needed concrete curb and gutter repairs. This additional work will add 90 days to the contract.

CHANGE ORDER ACTIVITY		
Original Contract Amount	\$8,016,400.10	Percent Change
Change Order No. 1	\$209,822.35	2.62%
Revised Total	\$8,226,222.45	2.62%

FINANCIAL IMPACT

Funding is available in the Street Maintenance Sales Tax Account No. 728501-63131-61410695.

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
\$209,822.35	\$0	\$0

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

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

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



THE STATE OF TEXAS §

COUNTY OF TARRANT §

CONTRACT MODIFICATION NO. 1

THIS CONTRACT MODIFICATION NO. 1 is made and entered into this **9th** day of **February, 2016**, by and between the CITY OF ARLINGTON, Tarrant County, Texas, a municipal corporation, hereinafter called "CITY" and S J LOUIS CONSTRUCTION OF TEXAS, LTD., whose address is P.O. BOX 834, MANSFIELD, TX 76063.

W I T N E S S E T H:

WHEREAS, On February 10, 2015, CITY and S J LOUIS CONSTRUCTION OF TEXAS, LTD. entered into a contract (as amended, hereinafter referred to as "Contract") for the Construction Contract for Kee Branch Water and Sanitary Sewer Improvements, Project No: WUSS13001 and

WHEREAS, CITY and S J LOUIS CONSTRUCTION OF TEXAS, LTD. desire to modify the Contract in certain respects as set forth herein; NOW THEREFORE,

I.

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

S J LOUIS CONSTRUCTION OF TEXAS, LTD. will perform additional services as described in Attachment "A" and other attachments with scope details. Any change in Contract Days is also reflected in Attachment "A". Attachment "A" is incorporated herein as if written word for word.

II.

Payment for additional services will not exceed \$209,822.35.

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

**S J LOUIS CONSTRUCTION OF TEXAS,
LTD.**

BY: _____
Signature

Printed Name

Title

CITY OF ARLINGTON, TEXAS

BY _____
Signature

Printed Name _____
Department Director

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY _____
Signature

THE STATE OF TEXAS §

Acknowledgment

COUNTY OF TARRANT §

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

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

Notary Public In and For The State of Texas

Notary's Printed Name

THE STATE OF TEXAS §

City Acknowledgment

COUNTY OF TARRANT §

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

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

Notary Public In and For The State of Texas

Notary's Printed Name

Attachment A:

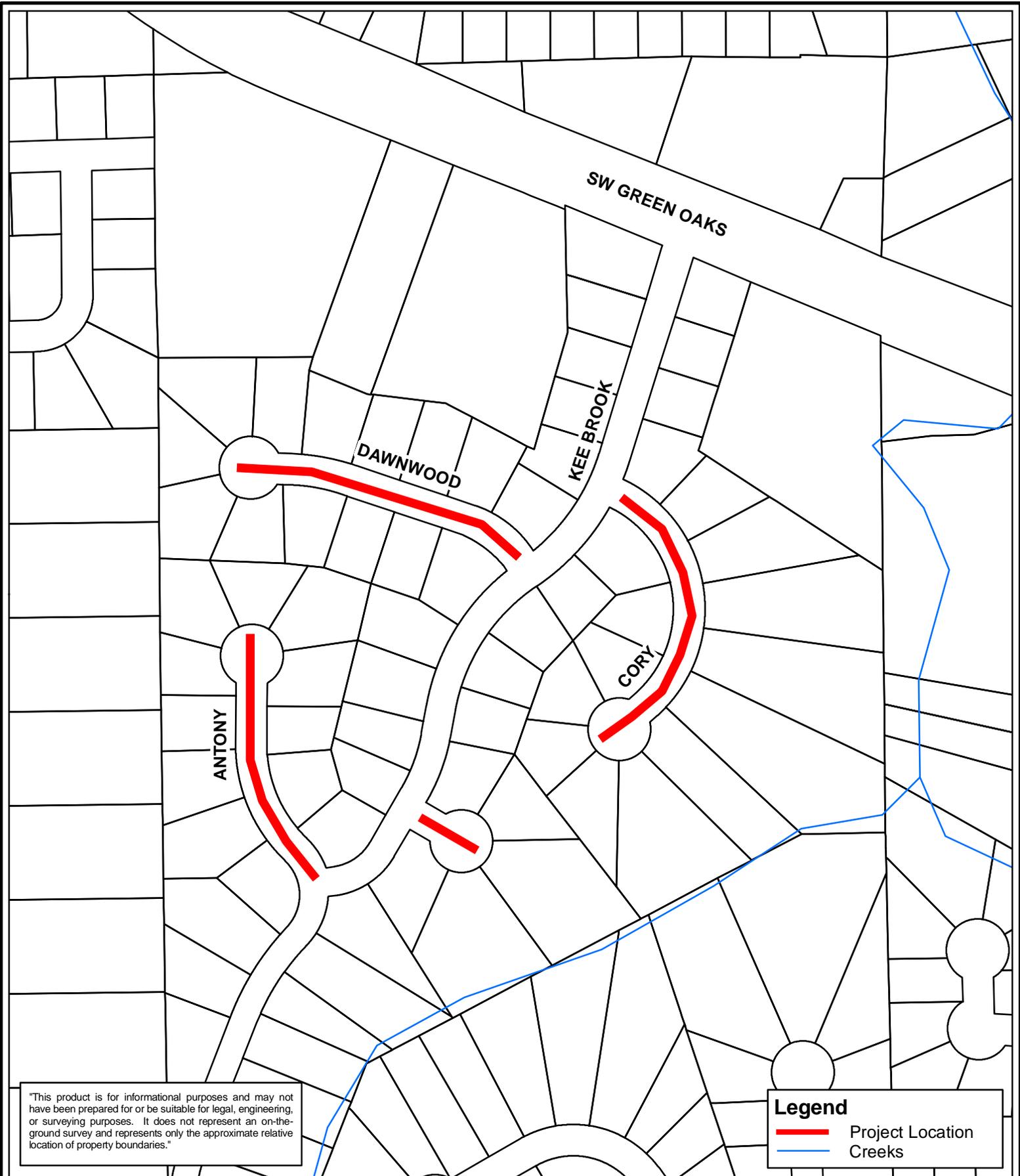
Project: Kee Branch Water and Sanitary Sewer Improvements	Project No: WUSS13001
Phase: Construction	Date of Change: 02/01/2016
Commitment: PO03	Change No: CM - 00001
Vendor: S J LOUIS CONSTRUCTION OF TEXAS, LTD.	Vendor ID: 6741
Description: Construction Contract	

Item #	Description	Unit Price	UOM	Quantity	Change Amount
165	MAINT OF STREETS - Driveways	\$68.00	SY	365	\$24,820.00
166	MAINT OF STREETS - Valley Gutters	\$60.00	SY	40	\$2,400.00
167	MAINT OF STREETS - Curb & Gutter	\$25.00	LF	550	\$13,750.00
168	MAINT OF STREETS - Pulvermix	\$ 3.70	SY	1,940	\$7,178.00
169	MAINT OF STREETS - Lime Stabilized Subgrade	\$ 1.35	SY	1,940	\$2,619.00
170	MAINT OF STREETS - Cement Stabilized Base	\$ 1.65	SY	1,940	\$3,201.00
171	MAINT OF STREETS - Hydrated Lime	\$156.00	TN	44	\$6,864.00
172	MAINT OF STREETS - Type I Portland Cement	\$202.00	TN	30	\$6,060.00
173	MAINT OF STREETS - 4" Type B HMAC	\$20.17	SY	1,940	\$39,129.80
174	MAINT OF STREETS - Paving Fabric	\$ 3.40	SY	1,940	\$6,596.00
175	MAINT OF STREETS - 2" Type D HMAC	\$ 9.94	SY	6,040	\$60,037.60
176	MAINT OF STREETS - 2" Milling	\$ 6.12	SY	4,100	\$25,092.00
177	MAINT OF STREETS - Mobilization	\$ 1.00	LS	8,000	\$8,000.00
178	MAINT OF STREETS - Bonds	\$ 1.00	LS	4,075	\$4,074.95

Net Change in Contract Amount	\$209,822.35
Revised Contract Amount	\$8,226,222.45
Net Change in Contract Days	90
Revised Contract Days	570

Contractor's Modification Request - Proposal

Project Name Kee Branch Water and Sanitary Sewer Improvements Arlington, Texas	C.M.R. - Proposal No. 5	Date January 13, 2016			
Response Required By Lori Du, P.E. City of Arlington 101 West Abram St. Arlington, Texas 76101 cc: Daniel Wilson	Transmitted By Cody Sears Project Coordinator <i>Signature</i> 				
Description of Work This CMR is in regard to the arterial streets along Kee Brook on the above-referenced project. Due to the poor road conditions of the arterial streets along Kee Brook, the City of Arlington is requesting pricing for the below shown repairs. Two inch milling and overlay will be at the following streets: Cory Court, Dawnview Court and Kee Brook Court. The additional reclamation will be at Anthony Court from Kee Brook to the north dead end and Anthony Court from Andalusia Trail to the culvert. The additional paving quantities have been provided by the City of Arlington. Actual quantities will be based off of field measurements for completed work. All costs are additional to the original scope of work as bid. S.J. Louis reserves the right to amend these costs for anything that differs from the original plans / field that differs from the revised plans.					
Breakdown of Proposal					
Kee Branch Water and Sanitary Sewer Improvements Additional Milling and Paving					
Item	Description	Units	Quantity	Unit Price	Cost
203	Driveways	SY	365	\$68.00	\$24,820.00
204	Valley Gutter	SY	40	\$60.00	\$2,400.00
205	Curb and Gutter	LF	550	\$25.00	\$13,750.00
208	Pulvermix (1,454+488)	SY	1,940	\$3.70	\$7,178.00
209	Lime Stabilized Subgrade	SY	1,940	\$1.35	\$2,619.00
210	Cement Stabilized Subgrade	SY	1,940	\$1.65	\$3,201.00
211	Hydrated Lime (45 LBS/SY)	TN	44	\$156.00	\$6,864.00
212	Type I Portland Cement (30 LBS/SY)	TN	30	\$202.00	\$6,060.00
214	4" Type B HMAc	SY	1,940	\$20.17	\$39,129.80
215	Paving Fabric	SY	1,940	\$3.40	\$6,596.00
216	2" Type D HMAc	SY	6,040	\$9.94	\$60,037.60
New 1	2" Milling	SY	4,100	\$6.12	\$25,092.00
New 3	Remobilization of Asphalt Crew and Equipment	LS	1	\$8,000.00	\$8,000.00
New 4	Bond Cost (2%)	LS	1	\$4,074.95	\$4,074.95
Net Change:					\$209,822.35
Additional Contract Time to be Added to Contract (Calendar Days):					90 Days
If acceptable, please provide an authorization signature below and return one (1) copy to our office.					
S.J. Louis Construction Action					
xc: S.J. Louis Project No. 21501					



Kee Branch Water & Sanitary Sewer Improvements Project No. WUSS13001

Prepared By: PWT Engineering Operations 02/03/2014



Staff Report



Amendment to the "Miscellaneous Offenses" Chapter	
City Council Meeting Date: 01-26-16	Document Being Considered: Ordinance

RECOMMENDATION

Approve final reading of an ordinance amending Article I, Section 1.16, Aggressive Solicitations, of the "Miscellaneous Offenses" Chapter of the Code of the City of Arlington, Texas, 1987, by deleting Subsection 1.16(C)(5) regarding prohibited acts because it is redundant and partially inconsistent with Section 15.02, Prohibited Acts, of the "Streets and Sidewalks" Chapter of the Code of the City of Arlington, Texas, 1987.

PRIOR BOARD OR COUNCIL ACTION

Section 1.16, Aggressive Solicitations, of the "Miscellaneous Offenses" Chapter was adopted on November 20, 2007, by Ordinance No. 07-077. The ordinance has not been amended since that time.

Section 15.02, Prohibited Acts, of the "Streets and Sidewalks" Chapter, was amended on October 28, 2014, by Ordinance No. 14-062.

On January 26, 2016, the City Council approved first reading of the ordinance.

ANALYSIS

Section 1.16 of the "Miscellaneous Offenses" Chapter contains one subsection that is redundant and partially inconsistent with the recently revised Section 15.02 of the "Streets and Sidewalks" Chapter. The attached ordinance deletes the inconsistent provision, which is Subsection 1.16(C)(5). The paragraph to be deleted prohibits solicitation "From any operator of a motor vehicle that is in traffic on a public street; provided, however, that this paragraph shall not apply to services rendered in connection with emergency repairs requested by the operator or passengers of such vehicle."

This formal amendment of Section 1.16 of the "Miscellaneous Offenses" Chapter serves to ensure consistency with Section 15.02 of the "Streets and Sidewalks" Chapter. Other than deleting Subsection 1.16(C)(5), this proposed ordinance makes no other changes.

FINANCIAL IMPACT

The proposed amendment has no financial impact.

STAFF CONTACT(S)

Will Johnson

Police Chief

817-459-5701

Will.Johnson@arlingtontx.gov

Robert Fugate

Assistant City Attorney

817-459-6878

Robert.Fugate@arlingtontx.gov

Ordinance No. _____

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

WHEREAS, Article 15, Solicitation and Distribution, of the "Streets and Sidewalks" Chapter of the Code of the City of Arlington, Texas, was amended on October 28, 2014; and

WHEREAS, Section 1.16, Aggressive Solicitations, Subsection (C)(5), of the “Miscellaneous Offenses” Chapter of the Code of the City of Arlington, Texas, is redundant to and partially inconsistent with the amended Article 15 of the "Streets and Sidewalks" Chapter; and

WHEREAS, formal amendment of Section 1.16, Subsection (C), of the “Miscellaneous Offenses” Chapter will ensure consistency in the ordinances; NOW THEREFORE

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

1.

That the “Miscellaneous Offenses” Chapter of the Code of the City of Arlington, Texas, 1987, is hereby amended through the amendment of Article I, Miscellaneous Offenses, Section 1.16, Aggressive Solicitations, by the deletion of Subsection (C)(5) so that Subsection 1.16(C) shall read as follows:

- C. Prohibited Acts. It shall be unlawful for any person to solicit money or other things of value, or to solicit the sale of goods or services:
1. In an aggressive manner in a public area;
 2. In any bus station or stop;
 3. Within fifteen (15) feet of any entrance or exit of any bank, credit union, other similar financial institution, exterior public pay telephone, self-service car wash, self-service fuel pump, or check cashing businesses or within fifteen (15) feet of any automated teller machine during the hours of operation of such bank, credit union, other similar financial institution, automated teller machine or check cashing business without the consent of

the owner or other person legally in possession of such facilities. Provided, however, that when an automated teller machine is located within an automated teller machine facility, such distance shall be measured from the entrance or exit of the automated teller machine facility; or

4. On private property if the owner, tenant, or lawful occupant has asked the person not to solicit on the property, or has posted a sign clearly indicating that solicitations are not welcome on the property.

2.

Any person, firm, corporation, agent or employee thereof who violates any of the provisions of this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be fined an amount not to exceed Five Hundred and No/100 Dollars (\$500) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

3.

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

4.

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

5.

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

6.

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

7.

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

8.

This ordinance shall become effective ten (10) days after first publication as described above.

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

W. JEFF WILLIAMS, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY Robert Fyatt

Staff Report



Amendment to the Unified Development Code	
City Council Meeting Date: 2-9-16	Document Being Considered: Ordinance

RECOMMENDATION

Approve amendment to the Unified Development Code.

PRIOR BOARD OR COUNCIL ACTION

On June 24, 2014, the City Council approved the Unified Development Code (UDC) by a vote of 7-0-0.

On November 4 and December 2, 2015, the Planning and Zoning Commission reviewed and discussed the proposed Alternative Financial Establishments use and its standards.

On December 2, 2015, the Planning and Zoning Commission reviewed and discussed the proposed standards for Outside Storage use.

On January 6, 2016, the Planning and Zoning Commission recommended approval of the amendments to the Unified Development Code by a vote of 8-1-0.

On January 26, 2016, City Council approved first reading by a vote of 9-0-0.

ANALYSIS

The UDC serves as the City of Arlington's regulatory guide and provides direction on land uses and development. Periodically, revisions are required to reflect the changing nature of business in our community. Some changes are moderate to make adjustments for unintended limitations placed on certain industries while others address innovations made or unforeseen industry shifts. The proposed updates address Financial Services and Outside Storage and findings that will help better serve the City in defining and regulating these uses.

Financial Services are addressed in the Code as one category for all types of financial and lending services. Typically, financial services are for the purpose of providing loans, banking services, and investment opportunities to individuals and businesses. However, financial services such as payday lending and title loan businesses, which charge exorbitant interest rates to individuals, operate in a different manner from a traditional bank or credit union. Per Texas Appleseed data from June 2015, there are approximately 56 payday lending type establishments in Arlington with active Credit Access Businesses (CABs) licenses. As these lending establishments have continued to increase in the City, it was determined that standards should be added to the UDC to provide guidance for these uses. Hence, this use is proposed to be separated out from the typical financial services and be defined as Alternative Financial Establishments. The standards would serve to limit the conglomeration of these uses as well as establish parameters with regards to the distance from residential neighborhoods and controlled access freeways. The proposed regulations would also include allowing this use only through Specific Use Permit (SUP) approval.

Outside Storage is listed in the UDC as a primary use and an accessory use. Outside Storage as a primary use could potentially allow 100 percent of a lot to be utilized for storage of materials. Presently, there are no lots within the city being utilized solely for outside storage. In 2006, with the update of the use chart in the Zoning Ordinance, conditions associated with accessory outside storage in the commercial zoning districts were

inadvertently placed in the Light Industrial (LI) and Industrial Manufacturing (IM) zoning districts. This limited “accessory outside storage” use to a total of five percent of the lot and made many industrial uses non-conforming. With the addition of Overlay districts, designed to enhance the aesthetic quality of several areas, simply reverting back to no conditions on LI and IM zoning could have detrimental effects to those areas. The proposed regulations include removing outside storage as a primary use and limiting accessory outside storage to a certain percentage of the lot as well as fencing standards.

FINANCIAL IMPACT

None

ADDITIONAL INFORMATION

Attached:	Ordinance (7 pages)
Under separate cover:	None
Available in the City Secretary’s office:	None

STAFF CONTACTS

Gincy Thoppil, AICP Planning Manager Community Development and Planning 817-459-6662 gincy.thoppil@arlingtontx.gov	Nathaniel Barnett, AICP Senior Planner Community Development and Planning 817-459-6670 Nathaniel.barnett@arlingtontx.gov
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Ordinance No. _____

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

WHEREAS, after notice and public hearing on January 6, 2016, the Planning and Zoning Commission heard and recommended amendment to the “Unified Development Code” Chapter of the Code of the City of Arlington, Texas, 1987, as amended; and

WHEREAS, after notice and public hearing, and upon consideration of the recommendation of the Commission and of all testimony and information submitted during the public hearing, the City Council has determined that it is in the best interest of the public and in support of the health, safety, morals and general welfare of the citizens that the amendments relative to the “Unified Development Code” Chapter be approved; NOW THEREFORE,

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

1.

That the “**Unified Development Code**” Chapter of the Code of the City of Arlington, Texas, 1987, Article 3, Use Standards, Section 3.1.5, Table of Allowed Uses, Subsection B, Non-Residential and Mixed-Use Districts, is hereby amended by the addition of “Alternative Financial Institution” as a use type under use category “Financial Services” in Table 3.1-2. The amended use category “Financial Services” rows are hereby amended to read as follows:

Financial Services	Bank or Institution	Financial		P*	3.2.3.C										
	Alternative Institution	Financial		S*	S*	S*	S*	S*		S*	S*			3.2.3.C	

2.

That the “Unified Development Code” Chapter of the Code of the City of Arlington, Texas, 1987, Article 3, Use Standards, Section 3.2.3, Commercial Uses, Subsection C, Financial Services, is hereby amended to read as follows:

C. Financial Services

1. All uses with drive-in or drive-through facilities shall comply with the vehicle stacking requirements in Section 5.4.6, *Drive Through Vehicle Stacking and Noise Reduction Standards*.

2. Alternative Financial Institution

- a. No alternative financial institution shall be located within 1,000 feet, measured from property line to property line, of any other alternative financial institution.
- b. No alternative financial institution shall be located within 200 feet, measured from property line to property line, of a lot zoned or used for residential purposes.
- c. No alternative financial institution shall be located within 500 feet of I-20, I-30, US 287, and SH 360.
- d. An alternative financial institution may only be a main use that requires a specific use permit and a certificate of occupancy. An alternative financial establishment may not be an accessory use within the meaning of Section 3.3.1.
- e. In the EDO and DNO districts, “Alternative Financial Institution” uses are prohibited.

3.

That the “Unified Development Code” Chapter of the Code of the City of Arlington, Texas, 1987, Article 5, Design and Development Standards, Section 5.8.1, Entertainment District Overlay | EDO, Subsection B(2), Prohibited Uses, is hereby amended to add the following to the list of prohibited uses:

- p. Alternative Financial Institution

That the “Unified Development Code” Chapter of the Code of the City of Arlington, Texas, 1987, Article 12, Definitions, Section 12.3.3, Commercial Uses, Subsection D, Financial Services, is hereby amended to read as follows:

D. Financial Services

This category includes a range of uses related to retail banking and financial services to individuals and businesses. Specific use types include:

1. Bank or Financial Institution

An establishment, open to the public, for the deposit, custody, loan, exchange or issue of money, the extension of credit, and/or facilitating the transmission of funds and that is licensed by the appropriate state or federal agency as a bank, savings and loan association, or credit union. Accessory uses may include automatic teller machines, drive through service, offices, and parking.

This excludes bail bonds, pawnshops, payday advance/loan businesses, and motor vehicle title loan businesses. Additionally, it excludes regulated lenders licensed in accordance with Chapter 342 of the Texas Finance Code that also offer services as credit access businesses under Chapter 393 of the Texas Finance Code.

2. Alternative Financial Institution

A payday advance/loan business or a motor vehicle title loan business. An alternative financial institution does not include state or federally chartered banks, community development financial institutions, savings and loans, credit unions, or regulated lenders licensed in accordance with Chapter 342 of the Texas Finance Code.

If a regulated lender licensed in accordance with Chapter 342 of the Texas Finance Code also offers services as a ‘credit service organization’ and/or a ‘credit access business’ under Chapter 393 of the Texas Finance Code, that business is an alternative financial establishment.

a. Payday advance/loan business - An establishment that makes or arranges small consumer loans, usually backed by postdated check or authorization to make an electronic debit against an existing financial account, where the check or debit is held for an agreed-upon term, or until an applicant’s next payday, and then cashed unless the customer repays the loan to reclaim such person’s check. A payday advance/loan business also includes any business that arranges or assists in arranging extensions of consumer credit that is a registered credit services organization and/or a licensed credit access business.

b. Motor Vehicle title loan business - An establishment that makes or arranges small, short-term consumer loans that leverage the equity value of a car or other vehicles as collateral where the title to such vehicle is owned free and clear by the loan applicant and any existing liens on the car or vehicle cancel the application, and where failure to repay the loan or

make interest payments to extend the loan allows the lender to take possession of the car or vehicle. A car title loan business also includes any business that arranges or assists in arranging extensions of consumer credit secured by a car or vehicle title that is a registered credit services organization and/or a licensed credit access business.

This excludes state or federally chartered banks, savings and loan associations or credit unions engaged primarily in the business of making longer term loans and which make loans that leverage the total equity value of a car or vehicle as collateral. The term does not include a 'retail installment transaction' under Chapter 348 of the Texas Finance Code or another loan made to finance the purchase of a motor vehicle.

- c. **Credit Access Business** – has the same meaning as defined in Chapter 393 of the Texas Finance Code.

5.

That the “Unified Development Code” Chapter of the Code of the City of Arlington, Texas, 1987, Article 3, Use Standards, Section 3.1.5, Table of Allowed Uses, Subsection B, Non-Residential and Mixed-Use Districts, is hereby amended by the **deletion** of “Outside Storage” as a use type under use category “Wholesale Distribution and Storage” in Table 3.1-2.

6.

That the “Unified Development Code” Chapter of the Code of the City of Arlington, Texas, 1987, Article 3, Use Standards, Section 3.2.4, Industrial Uses, Subsection D(2), Outside Storage, is hereby deleted in its entirety and shall hereafter read:

- 2. Deleted with UDC update on {insert effective date of ordinance}.

7.

That the “Unified Development Code” Chapter of the Code of the City of Arlington, Texas, 1987, Article 3, Use Standards, Section 3.3.6, Supplemental Accessory Use Standards, Subsection J, Outside Storage, is hereby amended to read as follows:

J. Outside Storage

- 1. In the BP, CC, GC, and HC districts:

- a. The use is not permitted within street frontage building setback or any transitional buffer yard required by this Code.

- b.** Outside storage areas not screened by an intervening building shall be screened from view of any public street right-of-way by a screening device at least eight feet in height. In addition, outside storage areas must be screened from view of any adjoining property by a screening device at least eight feet in height, except along adjacent property lines zoned LI or IM. Said screening device shall not be constructed from corrugated metal or chain link fencing material.
- c.** No materials stored shall be stacked above the top of the screening device. Items extending beyond the top of the screening device are permitted provided they are not stacked.
- d.** Outside storage is limited to no more than 5% of the lot area containing the main use.

2. In the LI and IM districts:

- a.** The use is not permitted within street frontage building setback or any transitional buffer yard required by this Code.
- b.** Outside storage areas not screened by an intervening building shall be screened from view of any public street right-of-way by a screening device at least eight feet in height. In addition, outside storage areas must be screened from view of any adjoining property by a screening device at least eight feet in height, except along adjacent property lines zoned LI or IM. Said screening device shall not be constructed from corrugated metal or chain link fencing material.
- c.** No materials stored shall be stacked above the top of the screening device. Items extending beyond the top of the screening device are permitted provided they are not stacked.
- d.** Along major thoroughfares, a minimum fence setback of 50 feet shall apply.
- e.** Along all other streets, a minimum fence setback of 25 feet shall apply.
- f.** The screening standards included herein shall not apply to sites within core industrial areas, as determined by the Zoning Administrator.
- g.** In the LI district, outside storage is limited to no more than 40% of the lot area containing the main use.
- h.** In the IM district, outside storage is limited to no more than 75% of the lot area containing the main use, unless the lot is located in an ED or DN overlay, in which case outside storage is capped at 40% of the lot area containing the main use.

8.

That the “Unified Development Code” Chapter of the Code of the City of Arlington, Texas, 1987, Article 12, Definitions, Section 12.3.4, Industrial Uses, Subsection E(5), Outside Storage, is hereby deleted in its entirety and the remaining subsection is hereby renumbered.

9.

That the “Unified Development Code” Chapter of the Code of the City of Arlington, Texas, 1987, Article 12, Definitions, Section 12.3.5, Accessory Uses and Structures, Subsection L, Outside Storage (Accessory), is hereby amended to read as follows:

L. Outdoor Storage (Accessory)

Area (including maneuvering area) used for the long term (more than twenty-four hours) retention of materials, machinery, equipment, and/or commodities, including raw, semi-finished, and finished materials, whether such materials, machinery, equipment, or commodities are to be bought, sold, repaired, stored, incinerated, or discarded. New or used motor vehicle sales and rental display and parking shall not be defined as outside storage.

10.

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

11.

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

12.

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

13.

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

14.

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

15.

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

16.

This ordinance shall become effective ten days after first publication.

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

W. JEFF WILLIAMS, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY _____

Staff Report



Modification of Council Appointee Contracts

City Council Meeting Date: 02/09/2016 | Document Being Considered: Resolution

RECOMMENDATION

Approve three resolutions authorizing the Mayor to execute a Modification of the Employment Agreement between the City and Council Appointees Trey Yelverton, Teris Solis and Lori Brooks.

PRIOR BOARD OR COUNCIL ACTION

On March 6, 2012, the City Council passed Resolution No. 12-047 appointing Trey Yelverton the City Manager of the City of Arlington effective March 19, 2012, and authorizing the Mayor to execute contract documents relative to his hiring.

On March 18, 2014, the City Council passed Resolution No. 14-069 authorizing the execution of a Modification of Employment Agreement between the City and Trey Yelverton.

On April 22, 2014, the City Council passed Resolution No. 14-088 appointing Lori Brooks the City Auditor for the City of Arlington effective May 19, 2014, and authorizing the Mayor to execute contract documents relative to her hiring.

On January 13, 2015, the City Council passed Resolution No. 15-007 appointing Teris Solis the City Attorney for the City of Arlington effective January 14, 2015, and authorizing the Mayor to execute contract documents relative to her hiring.

ANALYSIS

Pursuant to direction from the City Council, contract documents have been prepared relative to modifying the Council Appointee Employment Agreements. The modification changes the City contribution toward voluntary retirement benefits from the 457 plan to the 401(k) plan.

FINANCIAL IMPACT

None.

ADDITIONAL INFORMATION

Attached:	Resolutions
Under Separate Cover:	None
Available in City Secretary's Office:	None

STAFF CONTACT(S)

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Director Human Resources
817-575-8987
Kari.Zika@arlingtontx.gov

Resolution No. _____

A resolution authorizing the execution of a Second Modification of Employment Agreement between the City of Arlington and Trey Yelverton

WHEREAS, on March 6, 2012, the City of Arlington and Trey Yelverton entered into an Agreement of Employment relative to the employment of Trey Yelverton as the City Manager of the City of Arlington; and

WHEREAS, on March 18, 2014, the City of Arlington and Trey Yelverton entered into a Modification of Employment Agreement between the City and Trey Yelverton; and

WHEREAS, the City and Trey Yelverton desire to further modify the Agreement; NOW THEREFORE

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

I.

That the Mayor is hereby authorized to execute a Second Modification of Employment Agreement between the City of Arlington and Trey Yelverton. The Modification amends Article IV regarding retirement benefits.

II.

A substantial copy of the Second Modification is attached hereto and incorporated herein for all intents and purposes.

PRESENTED AND PASSED on this the _____ day of _____, 2016, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

W. JEFF WILLIAMS, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY *Eddie Martin*

necessary and appropriate (consistent with IRS regulations), the CITY COUNCIL may increase the amount paid to the 401(k) Thrift Savings Plan. YELVERTON may also make contributions to the plan at his option and in accordance with the law and the CITY's matching requirements are still applicable to these contributions.

YELVERTON may participate in the 457 deferred compensation plan to the same extent as all other employees.

If YELVERTON retires pursuant to a qualified retirement plan during the term of this Agreement, YELVERTON shall be compensated for all sick leave, vacation leave, and other benefits then accrued or credited to YELVERTON on the same basis as other retirees from the CITY. Further, Yelverton shall be permitted to continue to participate in the CITY's health insurance plan on the same basis as other retirees from the CITY are permitted to do so, or, if such other retirees are not permitted to do so, at the cost of YELVERTON.

If YELVERTON becomes permanently disabled during the term of this Agreement, YELVERTON shall have the same benefits available to him as are available to other employees of the CITY except to the extent that Section XIII. C. may apply and in that event YELVERTON will be paid according to that provision in addition to other benefits that apply to all employees.

II.

This Second Modification shall become retroactively effective for the pay period starting January 4, 2016 and continue in full force and effect until termination in accordance with its provisions.

EXECUTED on this the _____ day of _____, 2016.

TREY YELVERTON

TREY YELVERTON

CITY OF ARLINGTON, TEXAS

BY: _____
W. JEFF WILLIAMS
Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY: _____

THE STATE OF TEXAS §

YELVERTON Acknowledgment

THE COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **TREY YELVERTON** known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

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

Notary Public In and For
The State of Texas

My Commission Expires

Notary's Printed Name

THE STATE OF TEXAS §

CITY Acknowledgment

THE COUNTY OF TARRANT §

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

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

Notary Public In and For
The State of Texas

My Commission Expires

Notary's Printed Name

Resolution No. _____

**A resolution authorizing the execution of a Modification
of Employment Agreement between the City of
Arlington and Teris Solis**

WHEREAS, on January 14, 2015, the City of Arlington and Teris Solis entered into an Agreement of Employment relative to the employment of Teris Solis as the City Attorney of the City of Arlington; and

WHEREAS, the City and Teris Solis desire to modify the Agreement; NOW
THEREFORE

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

I.

That the Mayor is hereby authorized to execute a Modification of Employment Agreement between the City of Arlington and Teris Solis. The Modification amends Article IV regarding retirement benefits.

II.

A substantial copy of the Modification is attached hereto and incorporated herein for all intents and purposes.

PRESENTED AND PASSED on this the _____ day of _____, 2016,
by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the
City of Arlington, Texas.

W. JEFF WILLIAMS, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY *Eddie Martin*

SOLIS may participate in the 457 deferred compensation plan to the same extent as all other employees.

If SOLIS retires pursuant to a qualified retirement plan during the term of this Agreement, SOLIS shall be compensated for all sick leave, vacation leave, and other benefits then accrued or credited to SOLIS on the same basis as other retirees from the CITY. Further, SOLIS shall be permitted to continue to participate in the CITY's health insurance plan on the same basis as other retirees from the CITY are permitted to do so, or, if such other retirees are not permitted to do so, at the cost of SOLIS.

If SOLIS becomes permanently disabled during the term of this Agreement, SOLIS shall have the same benefits available to her as are available to other employees of the CITY except to the extent that Section XIII. C. may apply and in that event SOLIS will be paid according to that provision in addition to other benefits that apply to all employees.

II.

This Modification shall become retroactively effective for the pay period starting January 4, 2016 and continue in full force and effect until termination in accordance with its provisions.

EXECUTED on this the _____ day of _____, 2016.

TERIS SOLIS

TERIS SOLIS

CITY OF ARLINGTON, TEXAS

BY: _____
W. JEFF WILLIAMS
Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY: _____

THE STATE OF TEXAS §

SOLIS Acknowledgment

THE COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **TERIS SOLIS** known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed same for the purposes and consideration therein expressed and in the capacity therein stated.

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

Notary Public In and For
The State of Texas

My Commission Expires

Notary's Printed Name

THE STATE OF TEXAS §

CITY Acknowledgment

THE COUNTY OF TARRANT §

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

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

Notary Public In and For
The State of Texas

My Commission Expires

Notary's Printed Name

Resolution No. _____

**A resolution authorizing the execution of a Modification
of Employment Agreement between the City of
Arlington and Lori Brooks**

WHEREAS, on April 23, 2014, the City of Arlington and Lori Brooks entered into an Agreement of Employment relative to the employment of Lori Brooks as the City Auditor of the City of Arlington; and

WHEREAS, the City and Lori Brooks desire to modify the Agreement; NOW
THEREFORE

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

I.

That the Mayor is hereby authorized to execute a Modification of Employment Agreement between the City of Arlington and Lori Brooks. The Modification amends Section E.2. regarding retirement benefits.

II.

A substantial copy of the Modification is attached hereto and incorporated herein for all intents and purposes.

PRESENTED AND PASSED on this the _____ day of _____, 2016,
by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the
City of Arlington, Texas.

W. JEFF WILLIAMS, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY *Eddie Martin*

II.

This Modification shall become retroactively effective for the pay period starting January 4, 2016 and continue in full force and effect until termination in accordance with its provisions.

EXECUTED on this the _____ day of _____, 2016.

LORI BROOKS

LORI BROOKS

CITY OF ARLINGTON, TEXAS

BY: _____
W. JEFF WILLIAMS
Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY: _____

THE STATE OF TEXAS §

BROOKS Acknowledgment

THE COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **LORI BROOKS**, known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed same for the purposes and consideration therein expressed and in the capacity therein stated.

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

Notary Public In and For
The State of Texas

My Commission Expires

Notary's Printed Name

THE STATE OF TEXAS §

CITY Acknowledgment

THE COUNTY OF TARRANT §

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

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

Notary Public In and For
The State of Texas

My Commission Expires

Notary's Printed Name

Staff Report



Zoning Case ZA15-8 (Schaab Industrial – 7415 South Cooper Street)	
City Council Meeting Date: 2-9-16	Document Being Considered: Ordinance

RECOMMENDATION

Following the public hearing, consider Zoning Case ZA15-8.

PRIOR BOARD OR COUNCIL ACTION

On January 6, 2016, the Planning and Zoning Commission continued ZA15-8 by a vote of 9-0-0, at the applicant's request.

On January 20, 2016, the Planning and Zoning Commission recommended approval of ZA15-8 by a vote of 5-3-0.

ANALYSIS

Request

The applicant requests to change the zoning on approximately 2.079 acres of land addressed at 7415 South Cooper Street. The subject site is generally located south of West Harris Road and east of South Cooper Street.

Current zoning: Residential Estate (RE)

Requested zoning: General Commercial (GC) and Light Industrial (LI)

The subject site is currently undeveloped, and at this time there is no development being proposed. The applicant's request is to split zone the property with GC zoning adjacent to South Cooper Street for a depth of approximately 150 feet (approximately 30,000 square feet) and LI zoning for the remainder. With the proposed depth of 150 feet, the GC zoned portion may be deep enough to support a commercial development on its own. However, since the two zoning areas are not separately platted, there is no guarantee that a commercial development will occur on the GC portion if the LI portion develops first. Other properties in the vicinity have similar split zoning with commercial zoning categories in the front, and industrial zoning at the back. On developed lots within this vicinity, these commercially zoned areas have typically only been used as parking lot and drive aisles for the development that takes place for the industrial zoned portions of the property.

The Cooper Street frontage properties adjacent to the subject site are zoned GC to the north and Community Commercial (CC) to the south. The applicant requested GC zoning along the Cooper Street frontage. It is important to note that GC zoning allows some of the more intense commercial uses such as Package Liquor Store; Tattoo Parlor or Piercing Studio; and Motor Vehicle Sales, New which are not allowed by right in CC zoning.

Adjacent Land Uses

The immediate surrounding properties to the north are zoned GC. The property addressed at 7401 South Cooper Street is developed with used car sales, and the property addressed at 7409 South Cooper Street is developed with a billboard along the northern property line of the subject site. The property directly to the east is zoned IM with a warehouse use. There are two parcels to the south; 7419 South Cooper Street is split zoned with Community Commercial (CC) adjacent to South Cooper Street and IM behind, and is currently undeveloped. The parcel addressed at 7417 South Cooper Street is also zoned IM and is developed with warehouse uses. The property to the west across South Cooper Street is zoned Planned Development (PD) for RE, Residential Single-Family 7.2 (RS-7.2), and Neighborhood Commercial (NC) uses with a variety of offices fronting South Cooper Street.

Comprehensive Plan Analysis

Due to the surrounding industrial zoning and the request for commercial zoning (although higher intensity) along Cooper Street to act as a buffer, the request may be in general conformance with the Comprehensive Plan. However, there is no assurance that a commercial use will be developed in the commercial-zoned portion of the lot fronting Cooper Street in order to be able to meet the intent of the Comprehensive Plan as a true buffer.

FINANCIAL IMPACT

None

ADDITIONAL INFORMATION

Attached:

Ordinance with Exhibit A
Case Information with P&Z Summary

Under separate cover:

None

Available in the City Secretary's office:

None

STAFF CONTACTS

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

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

Ordinance No. _____

An ordinance changing the zoning classification on certain property known as 7415 South Cooper Street to General Commercial (GC) and Light Industrial (LI); amending the Zoning District Map accordingly; authorizing the building official to issue permits upon the effective date; providing for a fine of up to \$2,000.00 for each violation; providing this ordinance be cumulative; and providing for severability, governmental immunity, injunctions, publication, and an effective date.

WHEREAS, after notice and public hearing the Planning and Zoning Commission heard and recommended approval of Zoning Case ZA15-8 on January 20, 2016; and

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

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

1.

The zoning classification of certain property known as 7415 South Cooper Street, described in Exhibit A, is hereby changed to General Commercial (GC) and Light Industrial (LI) by the approval of Zoning Case ZA15-8, and the Zoning District Map shall be amended to reflect the zoning change made by this ordinance.

2.

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

3.

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

4.

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

5.

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

6.

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

7.

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

8.

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

9.

This ordinance shall become effective upon second publication.

PRESENTED AND GIVEN FIRST READING on the ____ day of _____, 201_, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the ____ day of _____, 201_, by a vote of ____ ayes and ____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

W. JEFF WILLIAMS, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY _____

EXHIBIT "A"

General Commercial (GC) zoned portion of subject property

BEING a tract of land located in the T. O. HARRIS SURVEY, ABSTRACT No. 645, City of Arlington, Tarrant County, Texas and being a portion of that certain tract of land described in deed to Glen D. Schaab and wife, Christa M. Schaab recorded in Volume 8048, Page 2131 of the Deed Records of Tarrant County, Texas and more particularly described by metes and bounds as follows:

BEGINNING at an "X" cut in concrete set in the South boundary line of said Schaab Tract being the Northwest corner of Lot 29, T. O. Harris Addition to the City of Arlington, Texas according to the plat recorded in Cabinet A, Slide 4676 of the Plat Records of Tarrant County, Texas and lying in the East right-of-way line of South Cooper Street (F. M. 157, a 120-foot wide right-of-way) as described in deed to the State of Texas recorded in Volume 9820, Page 1262 of the Deed Records of Tarrant County, Texas;

THENCE N 13° 51' 14" E, 194.25 feet along the said East right-of-way line of South Cooper Street to a ½-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" in the North boundary line of said Schaab Tract being the Southwest corner of Lot 9, T. O. Harris Addition to the City of Arlington, Texas according to the plat recorded in Cabinet A, Slide 306 of the Plat Records of Tarrant County, Texas;

THENCE N 89° 16' 17" E, at 68.25 feet passing a ½-inch iron rod found at the Southeast corner of said Lot 9 being the most Southerly Southwest corner of Lot 10, said T. O. Harris Addition and continuing in all a total distance of 154.99 feet along the North boundary line of said Schaab Tract to a point;

THENCE S 13° 51' 14" W, 223.16 feet departing said boundary line to a point in the South boundary line of said Schaab Tract lying in the North boundary line of aforesaid Lot 29;

THENCE N 80° 00' 17" W, 150.34 feet along the common boundary line between said Schaab Tract and said Lot 29 to the PLACE OF BEGINNING, containing 0.719 acre (31,306 square feet) of land.

Light Industrial (LI) zoned portion of subject property

BEING a tract of land located in the T. O. HARRIS SURVEY, ABSTRACT No. 645, City of Arlington, Tarrant County, Texas and being a portion of that certain tract of land described in deed to Glen D. Schaab and wife, Christa M. Schaab recorded in Volume 8048, Page 2131 of the Deed Records of Tarrant County, Texas and more particularly described by metes and bounds as follows:

BEGINNING at a point in the South boundary line of said Schaab Tract being the North boundary line of Lot 29, T. O. Harris Addition to the City of Arlington, Texas according to the plat recorded in Cabinet A, Slide 4676 of the Plat Records of Tarrant County, Texas and lying S 80° 00' 17" E, 150.34 feet along said boundary line from an "X" cut in concrete set at the Southwest corner of said Schaab Tract;

THENCE N 13° 51' 14" E, 223.16 feet departing said boundary line to a point in the North boundary line of said Schaab Tract being the South boundary line of Lot 10, T. O. Harris Addition to the City of Arlington, Texas according to the plat recorded in Cabinet A, Slide 306 of the Plat Records of Tarrant County, Texas;

THENCE N 89° 16' 17" E, 268.21 feet along the common boundary line between said Schaab Tract and said Lot 10 to a ½-inch iron rod found at the Northeast corner of said Schaab Tract;

THENCE S 00° 47' 00" E, 190.30 feet along the East boundary line of said Schaab Tract to a bolt found at the Southeast corner thereof, being the Northeast corner of Lot 20, T. O. Harris Addition to the City of Arlington, Texas according to the plat recorded in Cabinet A, Slide 4676 of the Plat Records of Tarrant County, Texas;

THENCE along the common boundary line between said Schaab Tract and said Lot 30 as follows:

S 89° 00' 00" W, 253.82 feet to a ½-inch iron rod found with yellow plastic cap stamped "JDZ";

S 09° 08' 41" W, 37.21 feet to an "X" cut in concrete found;

N 80° 00' 17" W, at 16.41 feet passing a ½-inch iron rod found at the most Westerly Northwest corner of said Lot 30 being the Northeast corner of aforesaid Lot 29 and continuing in all a total distance of 65.52 feet to the PLACE OF BEGINNING, containing 1.332 acre (58,003 square feet) of land.

AND being generally located south of West Harris Road and east of South Cooper Street, with the approximate address being 7415 South Cooper Street.

Case Information



Applicant: Peyco Southwest Realty Inc. represented by Jim Maibach

Property Owner: Crista and Glenn Schaab

Sector Plan: Southeast

Council District: 2

Allowable Uses: See attachment ii-1

Development History: The subject site is not platted.

There have been previous zoning cases in the general vicinity in the last five years:

ZA15-4 (RaceTrac – 1211 West Harris Road) was denied at City Council first reading on October 13, 2015 by a vote of 4-3-0.

Transportation: The proposed zoning case has one point of access from South Cooper Street.

Thoroughfare	Existing	Proposed
South Cooper Street	Approximately 116-foot, 6-lane divided Major Arterial	120-foot, 6-lane divided Major Arterial

Traffic Impact: The change in zoning from RE to LI and GC will generate an additional 70 trips in the AM Peak Hour, and additional 78 trips in the PM Peak Hour and an additional 552 trips per day. The additional traffic will not impact the adjacent street system.

Water & Sewer: Water is available from a 12-inch water line in South Cooper Street. Sanitary Sewer is available from an 8-inch sanitary sewer line in South Cooper Street.

Drainage: The site is located within the Rush Creek drainage basin. No portion of the site is located in a floodplain. No significant drainage impacts are expected to result from development of this site as long as the site complies with relevant city ordinances.

Fire: Fire Station Number 15, located at 906 Eden Road, provides protection to this site. The estimated fire response time is less than five minutes, which is in keeping with recommended standards.

Case Information



School District: Mansfield Independent School District.

The proposed zoning request is located in the Mansfield Independent School District and has no impact on the schools serving this site.

Notices Sent:

Neighborhood

Associations:

ACTION North
Arlington Alliance for Responsible Government
Arlington Chamber of Commerce
East Arlington Review
Far South Arlington Neighborhood Assn
Forest Hills HOA
Northern Arlington Ambience
WeCan (West Citizen Action Network)
Arlington ISD
Kennedale ISD
Mansfield ISD
FW ISD
HEB ISD
Fannin Farm HOA
Fannin Farms West Assn, Inc.

Property Owners: 15
Letters of Support: 0
Letter of Opposition: 0

PLANNING AND ZONING COMMISSION SUMMARY:

Public Hearing: January 20, 2016

CONTINUED (from 01-06-16) Zoning Case ZA15-8 (Schaab Industrial - 7415 South Cooper Street)

Application to change the zoning on approximately 2.079 acres from Residential Estate (RE) to General Commercial (GC) and Light Industrial (LI); generally located south of West Harris Road and east of South Cooper Street.

Present in support of this case was Larry Wallace, 1703 North Peyco Drive, 76011.

Commissioner Croxton moved to Approve Zoning Case ZA15-8. Seconded by Vice Chair McAlister, the motion was approved by a vote of 5-3-0.

AYES: Croxton, McCurdy, Reilly, Fowler, McAlister

NAYS: Ron Smith, Talambas, Smith III

ABSTAIN: None

APPROVED

Itemized Allowable Uses



Allowable Uses

General Commercial (GC)

Permitted – Nursing Home, Art gallery or museum, emergency shelter, Government administration and civic buildings, Mortuary, crematory, funeral chapel, Philanthropic institution (other than listed), Religious assembly, Business school, Public or private school, trade school, University/college/seminary, Hospital, Medical or dental office or clinic, Community garden, Public park or playground, crop production, Gasoline sales, Motor vehicle rental, motor vehicle sales new, Catering service, Restaurant, Restaurant, take-out and delivery only, Office, business or professional, Telemarketing call center, Day care center, General personal services (other than listed), Massage therapy clinic, tattoo parlor or piercing studio, Private club, lodge, fraternal organization, Recreation, indoor (other than listed), Skating rink, Theatre indoor, Wedding chapel, country club, golf course, Boat and accessory sales, General retail store (other than listed), Firearm sales, pawn shop, Second-hand goods store, Swimming pool, spa and accessory sales and service, Food processing, Medical or scientific research laboratory, Micro-brewery, distillery, or winery, Transit passenger terminal, Radio or TV station or studio, Utility lines, towers or metering station, wholesale supply business.

Specific Use Permit (SUP) – Hospital, psychiatric, auto service center, car wash, Hotel, limited service, Residence hotel, bail bond service, Banquet hall, Bingo parlor, Billiard parlor, Bowling alley, Nightclub, Major tourist attraction, Recreation general outdoor (other than listed), Gas well, airport or landing field, Utility installation other than listed, specialty paraphernalia sales, Electric utility substation, generating plant, Utility station other than listed, Telecommunication Facilities Towers >75 ft., Stealth towers >100 ft., Self-storage facility motor vehicle sales used.

Conditions (C) – Kennel commercial, Veterinary clinic, Financial services, Restaurant with drive-through, Nursery, garden shop or plant sales, package liquor store, Sidewalk café, Hotel, full service, Building and landscaping materials and lumber sales, Custom and craft work, Telecommunication Facilities Building-mounted antennae and towers, Telecommunication Facilities Towers ≤75 ft., Stealth towers ≤100 ft.

(See next page for LI uses)

Itemized Allowable Uses

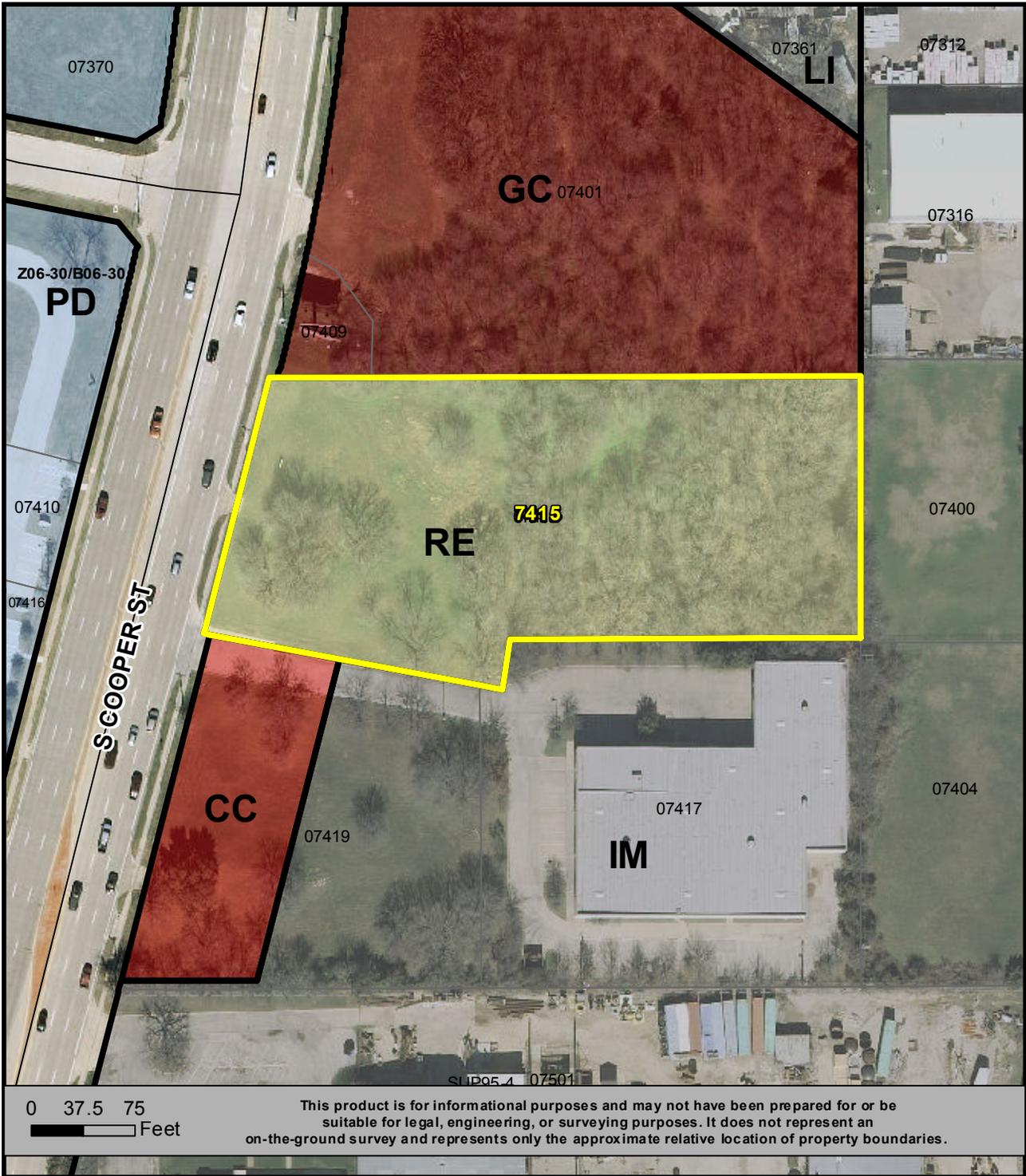


Light Industrial (LI)

Permitted - Art gallery or museum, Domestic Violence Shelter, Emergency shelter, Government administration and civic buildings, Mortuary/crematory/funeral chapel, Philanthropic institution (other than listed), Religious assembly, Business school, Trade school, University/college/seminary, Hospital, Medical or dentist office or clinic, Cemetery, Community garden, Public park or playground, Crop production, Kennel, commercial, Veterinary Clinic, Car wash, Gasoline sales, Motor vehicle rental, Motor vehicle sale, new, Catering service, Restaurant, Restaurant, take-out and delivery only, Office, business or professional, Telemarketing call center, Bail bond service, General personal services (other than listed), Massage therapy clinic, Tattoo parlor or piercing studio, Gun range (indoor), Private club/lodge/fraternal organization, Country club, Golf course, Recreation, general outdoor (other than listed), Boat and accessory sales, rental and service, Building and landscaping materials and lumber sales, General retail store (other than listed), Firearm sales, Nursery, garden shop or plant sales, Pawn shop, Second-hand goods store, Swimming pool, spa and accessory sales and service, Cleaners, commercial, Food processing, Heavy machinery rental, sales, and service, Medical or scientific research laboratory, Microbrewery/microdistillery/winery, Wrecker service, Custom and craft work, Manufacturing, light, Salvage yard (indoor), Transit passenger terminal, Electric utility substation, Radio or TV station or studio, Utility lines, towers or metering station, Utility installation other than listed, Cold storage plant, Contractors plant, shop and/or storage yards, Distribution Center/warehouse, Wholesale supply business.

Specific Use Permit - Halfway House, Public or private school, Auto service center, Auto repair garage, major, Motor vehicle sales, used, Hotel, limited service, Residence hotel, Day care center, Gun club, skeet, or target range (outdoor), Marina, Specialty paraphernalia sales, Gas well, Airport of landing field, Electric generating plant, Telecommunications Facilities Towers >75ft., Stealth towers>100ft.

Conditions (C) - Stables, commercial, Financial service, Bar, Restaurant with drive-through, Hotel, full service, Trailer camp/RV park, Nightclub, Open-air vending, Package liquor store, Sexually oriented business, Building maintenance sales and service, Telecommunications Facilities Building-mounted antennae and towers, Telecommunication Facilities Towers ≤75ft., Stealth towers ≤100ft., Self-storage facility, Outside storage.



**LOCATION MAP
ZA15-8**

RE to GC and LI



ZA15-8

RE to GC and LI

South of West Harris Road and East of South Cooper Street



View of adjacent car sales and billboard. View north.



View of subject site. View east.



View of adjacent vacant lot. View south.



View of office uses across South Cooper Street. View west.

Zoning Exhibit
2.050 ACRES OF LAND
 Located in the
T. O. Harris Survey,
Abstract No. 645
City of Arlington
Tarrant County, Texas

BASIS OF BEARINGS: EAST BOUNDARY LINE OF SUBJECT PROPERTY ACCORDING TO DEED RECORDED IN VOL. 8048, PG. 2131, D.R.T.C.T.

IRF DENOTES IRON ROD FOUND
 IRS DENOTES IRON ROD SET

*** NOTE ***
 ALL SUBJECT PROPERTY BOUNDARY LINE BEARINGS AND DISTANCES ARE DEED & ACTUAL UNLESS OTHERWISE NOTED HEREON.



Coombs Land Surveying, Inc.

P.O. Box 11370 Fort Worth Texas 76110
 (817) 920-7600 (817) 920-7617 FAX
 CLS JOB No. 15-0128
 GF No. NONE

LEGAL DESCRIPTION
 GC-GENERAL COMMERCIAL ZONING

BEING a tract of land located in the T. O. HARRIS SURVEY, ABSTRACT No. 645, City of Arlington, Tarrant County, Texas and being a portion of that certain tract of land described in deed to Glen D. Schaab and wife, Christa M. Schaab recorded in Volume 8048, Page 2131 of the Deed Records of Tarrant County, Texas and more particularly described by metes and bounds as follows:

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THENCE N 13° 51' 14" E, 194.25 feet along the said East right-of-way line of South Cooper Street to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" in the North boundary line of said Schaab Tract being the Southwest corner of Lot 9, T. O. Harris Addition to the City of Arlington, Texas according to the plat recorded in Cabinet A, Slide 306 of the Plat Records of Tarrant County, Texas;

THENCE N 89° 16' 17" E, at 68.25 feet passing a 1/2-inch iron rod found at the Southeast corner of said Lot 9 being the most Southerly Southwest corner of Lot 10, said T. O. Harris Addition and continuing in all a total distance of 154.99 feet along the North boundary line of said Schaab Tract to a point;

THENCE S 13° 51' 14" W, 223.16 feet departing said boundary line to a point in the South boundary line of said Schaab Tract lying in the North boundary line of aforesaid Lot 29;

THENCE N 80° 00' 17" W, 150.34 feet along the common boundary line between said Schaab Tract and said Lot 29 to the PLACE OF BEGINNING, containing 0.719 acre (31,306 square feet) of land.

LEGAL DESCRIPTION
 LI-LIGHT INDUSTRIAL ZONING

BEING a tract of land located in the T. O. HARRIS SURVEY, ABSTRACT No. 645, City of Arlington, Tarrant County, Texas and being a portion of that certain tract of land described in deed to Glen D. Schaab and wife, Christa M. Schaab recorded in Volume 8048, Page 2131 of the Deed Records of Tarrant County, Texas and more particularly described by metes and bounds as follows:

BEGINNING at a point in the South boundary line of said Schaab Tract being the North boundary line of Lot 29, T. O. Harris Addition to the City of Arlington, Texas according to the plat recorded in Cabinet A, Slide 4676 of the Plat Records of Tarrant County, Texas and lying S 80° 00' 17" E, 150.34 feet along said boundary line from an "X" cut in concrete set at the Southwest corner of said Schaab Tract;

THENCE N 13° 51' 14" E, 223.16 feet departing said boundary line to a point in the North boundary line of said Schaab Tract being the South boundary line of Lot 10, T. O. Harris Addition to the City of Arlington, Texas according to the plat recorded in Cabinet A, Slide 306 of the Plat Records of Tarrant County, Texas;

THENCE N 89° 16' 17" E, 268.21 feet along the common boundary line between said Schaab Tract and said Lot 10 to a 1/2-inch iron rod found at the Northeast corner of said Schaab Tract;

THENCE S 00° 47' 00" E, 190.30 feet along the East boundary line of said Schaab Tract to a bolt found at the Southeast corner thereof, being the Northeast corner of Lot 20, T. O. Harris Addition to the City of Arlington, Texas according to the plat recorded in Cabinet A, Slide 4676 of the Plat Records of Tarrant County, Texas;

THENCE along the common boundary line between said Schaab Tract and said Lot 30 as follows:

S 89° 00' 00" W, 253.82 feet to a 1/2-inch iron rod found with yellow plastic cap stamped "JDZ";

S 09° 08' 41" W, 37.21 feet to an "X" cut in concrete found;

N 80° 00' 17" W, at 16.41 feet passing a 1/2-inch iron rod found at the most Westerly Northwest corner of said Lot 30 being the Northeast corner of aforesaid Lot 29 and continuing in all a total distance of 65.52 feet to the PLACE OF BEGINNING, containing 1.332 acre (58,003 square feet) of land.

D = 12°41'38"
 R = 1969.86'
 L = 436.42'
 CH = 435.53'
 N 07°23'34"E

LOT 10
 T. O. HARRIS ADDITION
 CAB. A, SL. 306
 P.R.T.C.T.

LOT 9
 T. O. HARRIS ADD'N.
 CAB. A, SL. 306
 P.R.T.C.T.

GLEN D. SCHAAB &
 WIFE, CHRISTA M. SCHAAB
 VOL. 8048, PG. 2131
 D.R.T.C.T.

LI
 LIGHT
 INDUSTRIAL
1.332 Ac.
 (58,003 S.F.)

GC
 GENERAL
 COMMERCIAL
0.719 Ac.
 (31,306 S.F.)

STATE OF TEXAS
 VOL. 9620, PG. 1262
 D.R.T.C.T.

48' x 10' ACCESS ES'MT.
 VOL. 13537, PG. 407
 D.R.T.C.T.

LOT 30
 T. O. HARRIS ADDITION
 CAB. A, SL. 4676
 P.R.T.C.T.

LOT 29
 T. O. HARRIS ADDITION
 CAB. A, SL. 4676
 P.R.T.C.T.



Ronald W. Coombs

SCALE: 1" = 50'

Staff Report



Right-of-Way Abandonment on Portions of College Oaks Drive, Dover Lane, Valley View Drive, Ruby Street, Ray Street, Mary Street, Wilkinson Street, and Turtle Creek Drive Relative to the Development of Julia Burgen Park

City Council Meeting Date: 02/9/16

Document Being Considered: Ordinance

RECOMMENDATION

Following a public hearing, approve the first reading of an ordinance for the right-of-way vacation and abandonment of portions of College Oaks Drive, Dover Lane, Valley View Drive, Ruby Street, Ray Street, Mary Street, Wilkinson Street, and Turtle Creek Drive, relative to the development of Julia Burgen Park, save and except the areas be retained as a public utility easement in its entirety.

PRIOR BOARD OR COUNCIL ACTION

On November 28, 2000, City Council approved Resolution No. 00-764, authorizing the execution of a project cooperation agreement with the Department of the Army relative to the construction of the Johnson Creek, Arlington, Texas, project.

ANALYSIS

The City acquired 140 residential properties between Collins Street and Park Row Drive along Johnson Creek corridor with the aid of the federal funding. The structures on these residential lots have been demolished and the properties are currently vacant. The Parks and Recreation Department is replatting the properties and developing the area as Julia Burgen Park with recreational amenities.

As part of this development, the current roadways within the proposed park will be removed and incorporated as park land; hence the Parks and Recreation Department is requesting abandonment of the street rights-of-way, save and except the abandoned areas be retained as a public utility easement for existing utilities.

The abandonment request received no objections from the public utility providers or City departments. Since the streets proposed for abandonment are within the proposed development of Julia Burgen Park and will not significantly impact traffic circulation of the surrounding neighborhood, individual consent from abutting property owners was not obtained. However, notice of the public hearing was sent to the surrounding neighborhoods providing them with an opportunity to comment on the proposed abandonment.

FINANCIAL IMPACT

Since the abandoned streets will be removed with the development of the park, there will be an estimated annual savings of \$4,084 for the next three years as depicted below.

	<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
Street Maintenance Sales Tax Fund	\$3,746	\$3,746	\$3,746
Traffic Operations General Fund (Signs)	\$338	\$338	\$338
TOTAL	\$4,084	\$4,084	\$4,084

ADDITIONAL INFORMATION

Attached:	Ordinance with Exhibits Julia Burgen Park Master Plan
Under separate cover:	None
Available in the City Secretary's Office:	None

STAFF CONTACT(S)

Keith Melton, P.E.
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817-459-6553
Keith.Melton@arlingtontx.gov

David G. Wynn, P.E.
Asst Director of Public Works & Transportation
817-459-6560
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Ordinance No. _____

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

WHEREAS, the City acquired 140 residential properties between Collins Street and Park Row Drive along Johnson Creek corridor with the aid of federal funding; and

WHEREAS, the structures on these residential lots have been demolished and the properties are currently vacant; and

WHEREAS, the Parks and Recreation Department is replatting the properties and developing the area as Julia Burgen Park with recreational amenities; and

WHEREAS, the Parks and Recreation Department is requesting abandonment of the street rights-of-way, save and except the abandoned areas be retained as a public utility easement for existing utilities; and

WHEREAS, the abandonment request received no objections from the public utility providers or City departments; and

WHEREAS, the City Council further finds and has determined after careful study and consideration that the referenced street rights-of-way are not being used by, nor are useful to, the public in general and therefore constitute a public charge without a corresponding public benefit, and the public would be better served and benefited by the vacation and abandonment thereof; **SAVE AND EXCEPT** the rights-of-way area be retained in their entirety as a public utility easement; **NOW THEREFORE**

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

1.

That the right-of-way on portions of College Oaks Drive, Dover Lane, Valley View Drive, Ruby Street, Ray Street, Mary Street, Wilkinson Street, and Turtle Creek Drive, in the City of Arlington, Tarrant County, Texas, being more particularly described in the Parcel Location Map and Exhibit "A" attached hereto and incorporated herein for all intents and purposes, is hereby officially vacated and abandoned as street right-of-way, **SAVE AND EXCEPT** that the street rights-of-way be retained in their entirety as a

public utility easement subject to the provisions contained in the "Administration" Chapter of the Code of the City of Arlington, 1987, as amended.

2.

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

3.

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

4.

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

5.

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

6.

This ordinance shall become effective ten (10) days after first publication as described above.

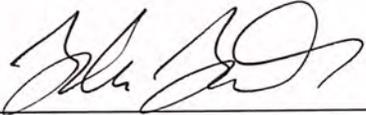
PRESENTED AND GIVEN FIRST READING on the _____ day of _____, 2016, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the _____ day of _____, 2016, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of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

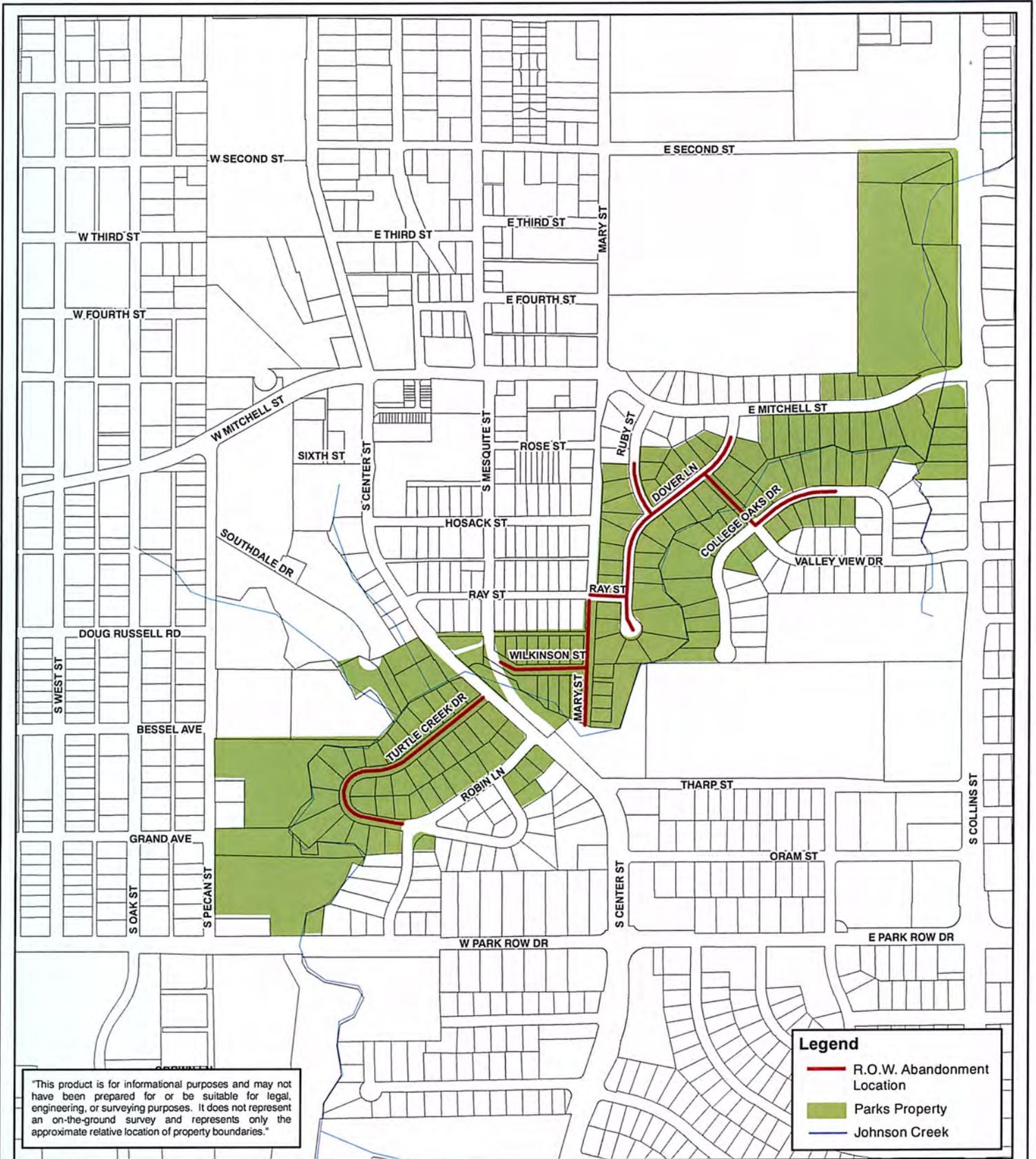
W. JEFF WILLIAMS, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY  _____



**Right-of-Way Abandonment on Portions of
 College Oaks Drive, Dover Lane, Valley View Drive,
 Ruby Street, Ray Street, Mary Street,
 Wilkinson Street & Turtle Creek Drive
 Location Map**



Prepared By:
 PWT Engineering Operations
 12/30/2015

EXHIBIT "A"
RIGHT-OF-WAY ABANDONMENT
TRACT 1

BEING a 0.9316 acre tract of land situated in the John Huitt Survey, Abstract 703, and being a portion of the R.A. Mitchell Addition, an addition to the City of Arlington, Tarrant County, Texas, as recorded in Volume 310, Page 20, and Volume 388-46, Page 748 of the Plat Records of Tarrant County, Texas, (P.R.T.C.T.) and being an Abandonment of Wilkinson Street (a 50 foot right-of-way) and a portion of Mary Street (a 50 foot right-of-way) in said Mitchell Addition, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF ASSOC., INC." (hereinafter referred to as "with cap"), for corner at the intersection of the east right-of-way line of said Mary Street and the south right-of-way line of Ray Street (a 50 foot right-of-way), also being the northwest corner of Lot 1, Block 5, of the College Oaks Addition, an addition to the City of Arlington, Tarrant County, Texas, as recorded in Volume 388-6, Page 129, P.R.T.C.T.;

THENCE South 03 degrees 24 minutes 24 seconds West, along said east right-of-way line of Mary Street, a distance of 155.34 feet to a 1/2-inch set iron rod with cap for the POINT OF BEGINNING;

THENCE South 03 degrees 24 minutes 24 seconds West, continuing along said east right-of-way line of Mary Street, a distance of 433.66 feet to a 1/2-inch set iron rod with cap for corner;

THENCE North 63 degrees 46 minutes 52 seconds West, departing said east right-of-way line, a distance of 54.24 feet to a point for corner on the west right-of-way line said Mary Street, and being on the east line of Lot 5, Block 5, of said Mitchell Addition;

THENCE North 03 degrees 24 minutes 24 seconds East, along said west right-of-way line, and along the east line of said Lot 5, a distance of 220.16 feet to a 1/2-inch set iron rod with cap for corner on the south right-of-way line of said Wilkinson Street, said iron rod being the northeast corner of said Lot 5;

THENCE North 89 degrees 22 minutes 21 seconds West, departing said west right-of-way line and said east property line, and along said south right-of-way line, a distance of 344.22 feet to a 1/2-inch set iron rod with cap for the point of curvature of a non-tangent curve to the right having a radius of 570.00 feet, whose chord bears North 19 degrees 07 minutes 26 seconds West, a distance of 106.91 feet;

THENCE Northwesterly, departing said south right-of-way line, and along said curve through a central angle of 10 degrees 45 minutes 43 seconds, an arc length of 107.06 feet to a 1/2-inch set iron rod with cap for the point of tangency on the north right-of-way line of said Wilkinson Street and the east right-of-way line of Mesquite Street (a variable width right-of-way), as recorded in Volume 10288, Page 2108, of the Deed Records of Tarrant County, Texas, and being the southwest corner of Lot 16, Block 4, of said Mitchell Addition;

THENCE South 57 degrees 17 minutes 58 seconds East, along said north right-of-way line, a distance of 95.32 feet to a set Mag nail with shiner for the southwest corner of Lot 14, Block 4, of said Mitchell Addition;

THENCE South 89 degrees 22 minutes 21 seconds East, continuing along said north right-of-way line, a distance of 302.00 feet to a 1/2-inch set iron rod with cap for corner on the west right-of-way line of said Mary Street, and being the southeast corner of Lot 9, Block 4, of said Mitchell Addition;

THENCE North 03 degrees 24 minutes 24 seconds East, departing said north right-of-way line, and along said west right-of-way line, a distance of 140.00 feet to a 1/2-inch set iron rod with cap for the northeast corner of said Lot 9, Block 4;

THENCE South 89 degrees 21 minutes 27 seconds East, departing said west right-of-way line, over and across said Mary Street, a distance of 50.06 feet to the POINT OF BEGINNING AND CONTAINING 40,581 square feet or 0.9316 acres, more or less, **Save and Except entire area retained as a public utility easement.**

Basis of Bearing for this survey is NAD 83 (1993) Texas State Plane Coordinate System, North Central Zone (4202) as observed by GPS from City of Arlington monuments "AR 36" AND "AR 35".

EXHIBIT "A"
RIGHT-OF WAY ABANDONMENT
TRACT 2

BEING a 2.637 acre tract of land situated in the John Huitt Survey, Abstract 703, and being a portion of the College Oaks Addition, an addition to the City of Arlington, Tarrant County, Texas, as recorded in Volume 388-6, Page 129 of the Plat Records of Tarrant County, Texas, and being portions of Ray Street (a 50 foot right-of-way), Dover Lane (a 50 foot right-of-way), College Oaks Drive (a 50 foot right-of-way), Ruby Street (a 50 foot right-of-way) and Valley View Drive (a 50 foot right-of-way), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF ASSOC. INC." (hereinafter referred to as "with cap") for corner at the intersection of the east right-of-way line of Mary Street (a 50 foot right-of-way) and the south right-of-way line of said Ray Street, said iron rod being the northwest corner of Lot 1, Block 5, of said College Oaks Addition;

THENCE North 03 degrees 24 minutes 24 seconds East, over and across said Ray Street, a distance of 50.00 feet to a point for corner at the intersection of said east right-of-way line and the north right-of-way line of said Ray Street, from which a 1/2-inch found iron rod bears South 46 degrees 19 minutes 56 seconds West, a distance of 0.12 feet, said point being the southwest corner of Lot 13, Block 2, of said College Oaks Addition;

THENCE South 86 degrees 35 minutes 27 seconds East, along said north right-of-way line, a distance of 120.00 feet to a 1/2-inch set iron rod with cap for corner on the west right-of-way line of said Dover Lane, said iron rod being the southeast corner of Lot 13, Block 2;

THENCE North 03 degrees 24 minutes 24 seconds East, along said west right-of-way line, a distance of 190.00 feet to a 1/2-inch set iron rod with cap for the point of curvature of a circular curve to the right having a radius of 230.76 feet, whose chord bears North 28 degrees 11 minutes 24 seconds East, a distance of 193.46 feet;

THENCE Northeasterly, along said west right-of-way and along said curve, through a central angle of 49 degrees 34 minutes 00 seconds, an arc length of 199.63 feet to the point of curvature of a non-tangent curve to the right, having a radius of 339.53 feet, whose chord bears North 16 degrees 48 minutes 36 seconds West, a distance of 234.66 feet, from which a found "X" cut bears South 63 degrees 09 minutes 30 seconds East, a distance of 0.19 feet, said point being on the west right-of-way line of said Ruby Street and being the easternmost corner of Lots 8 and 9, Block 2;

THENCE Northwesterly, departing said west right-of-way line of Dover Lane, along the west right-of-way line of said Ruby Street, along said curve, through a central angle of 40 degrees 26 minutes 00 seconds, an arc length of 239.60 feet to the point of tangency;

THENCE North 03 degrees 24 minutes 24 seconds East, continuing along said west right-of-way line, a distance of 1.38 feet to a 1/2-inch found iron rod for the common corner between Lots 5 and 6, Block 2;

THENCE South 86 degrees 35 minutes 58 seconds East, departing said west right-of-way line, a distance of 50.00 feet to a 1/2-inch set iron rod with cap on the east right-of-way line of said Ruby Street,

THENCE South 03 degrees 24 minutes 24 seconds West, along said east right-of-way line, a distance of 1.38 feet to a 1/2-inch found iron rod with cap for the point of curvature of a circular curve to the left, having a radius of 289.53 feet, whose chord bears South 16 degrees 48 minutes 36 seconds East, a distance of 200.11 feet;

THENCE Southeasterly, along said east right-of-way line and along said curve, through a central angle of 40 degrees 26 minutes 00 seconds, an arc length of 204.32 feet to a 1/2-inch found iron rod for the point of tangency on the northwest right-of-way line of said Dover Street, said point being the southwest corner of Lot 13, Block 3;

THENCE North 52 degrees 58 minutes 24 seconds East, along said northwest right-of-way line, a distance of 305.58 feet to a 1/2-inch set iron rod with cap for the point of curvature of circular curve to the left, having a radius of 280.55 feet, whose chord bears North 36 degrees 18 minutes 23 seconds East, a distance of 160.93 feet;

THENCE Northeasterly, continuing along said northwest right-of-way line and along said curve, through a central angle of 33 degrees 20 minutes 02 seconds, an arc length of 163.22 feet to a 1/2-inch set iron rod with cap for the point of tangency, said iron rod being the northeast corner of Lot 8, Block 3, and the southeast corner of Lot 7, Block 3;

THENCE South 70 degrees 21 minutes 38 seconds East, departing said northwest right-of-way line, over and across said Dover Lane, a distance of 50.00 feet to a 1/2-inch found iron rod with cap for the point of curvature of a non-tangent circular curve to the right, having a radius of 330.55 feet, whose chord bears South 36 degrees 18 minutes 23 seconds West, a distance of 189.61, said iron rod being on the southeast right-of-way line of said Dover Lane;

THENCE Southwesterly, along said southeast right-of-way line and along said curve, through a central angle of 33 degrees 20 minutes 02 seconds, an arc length of 192.31 feet to a 1/2-inch set iron rod with cap for corner on the northeast right-of-way line of said Valley View Lane, said point being the westernmost corner of Lot 1A, Block 4;

THENCE South 45 degrees 15 minutes 10 seconds East, departing said southeast right-of-way line, and along said northeast right-of-way line, a distance of 286.14 feet to a 1/2-inch set iron rod with cap for corner on the northwest right-of-way line of said College Oaks Drive, said point being the southernmost corner of Lot 40R, Block 4;

THENCE North 50 degrees 47 minutes 24 seconds East, departing said northeast right-of-way line, and along said northwest right-of-way line, a distance of 91.60 feet to a 1/2-inch set iron rod with cap for the point of curvature of a circular curve to the right, having a radius of 368.43 feet, whose chord bears North 70 degrees 47 minutes 24 seconds East, a distance of 252.02 feet;

THENCE Northeasterly, along said northwest right-of-way line, and along said curve, through a central angle of 40 degrees 00 minutes 00 seconds, an arc length of 257.21 feet to a 1/2-inch set iron rod with cap for the point of tangency;

THENCE South 89 degrees 12 minutes 36 seconds East, continuing along said right-of-way line, a distance of 86.79 feet to a 1/2-inch set iron rod with cap for the point of curvature of a non-tangent curve to the left, having a radius of 50.00 feet, whose chord bears South 45 degrees 47 minutes 24 seconds West, a distance of 70.71 feet;

THENCE Southwesterly, departing said north right-of-way line, over and across said College Oaks Drive, and along said curve, through a central angle of 90 degrees 00 minutes 00 seconds, an arc length of 78.54 feet to a 1/2-inch found iron rod for corner on the south right-of-way line of said College Oaks Drive;

THENCE North 89 degrees 12 minutes 36 seconds West, along said south right-of-way line, a distance of 36.79 feet to a 1/2-inch set iron rod with cap for the point of curvature of a curve to the left, having a radius of 318.43 feet, whose chord bears South 70 degrees 47 minutes 24 seconds West, a distance of 217.82 feet;

THENCE Southwesterly, continuing along said south right-of-way line and along said curve, through a central angle of 40 degrees 00 minutes 00 seconds, an arc length of 222.31 feet to a 1/2-inch set iron rod with cap for the point of tangency;

THENCE South 50 degrees 47 minutes 16 seconds West, continuing along said south right-of-way line, a distance of 91.61 feet to a set Mag nail with shiner for corner on the northeast right-of-way line of said Valley View Drive, said Mag nail being the westernmost corner of Lot 1, Block 6;

THENCE South 39 degrees 12 minutes 36 seconds East, departing said south right-of-way line and along said northeast right-of-way line, a distance of 90.00 feet to a 1/2-inch set iron rod with cap for the point of curvature of a non-tangent curve to the left, having a radius of 140.00 feet, whose chord bears North 84 degrees 12 minutes 36 seconds West, a distance of 197.99 feet, said iron rod being on the proposed north right-of-way line of said Valley View Drive;

THENCE Northwesterly, departing said northeast right-of-way line and along said proposed north right-of-way line and along said curve, through a central angle of 90 degrees 00 minutes 00 seconds, an arc length of 219.91 feet to a 1/2-inch set iron rod with cap for corner on the northwest right-of-way line of said College Oaks Drive;

THENCE North 50 degrees 47 minutes 24 seconds East, along said northwest right-of-way line, a distance of 89.72 feet to a 1/2-inch set iron rod with cap for corner on the southwest right-of-way line of said Valley View Drive, and being the easternmost corner of Lot 17, Block 5;

THENCE North 45 degrees 15 minutes 10 seconds West, departing said northwest right-of-way line, and along said southwest right-of-way line, a distance of 288.08 feet to a 1/2-inch set iron rod with cap for corner on the southeast right-of-way line of said Dover Lane and being the northernmost corner of Lot 16, Block 5;

THENCE South 52 degrees 58 minutes 24 seconds West, departing said southwest right-of-way line, and along said southeast right-of-way line, a distance of 305.05 feet to a set Mag nail with shiner for the point of curvature of a circular curve to the left, having a radius of 180.76 feet, whose chord bears South 28 degrees 11 minutes 24 seconds West, a distance of 151.54 feet;

THENCE Southwesterly, along said southeast right-of-way line and along said curve, through a central angle of 49 degrees 34 minutes 00 seconds, an arc length of 156.38 feet to a set Mag nail with shiner for corner on the east right-of-way line of said Dover Lane;

THENCE South 03 degrees 24 minutes 24 seconds West, along said east right-of-way line, a distance of 253.22 feet to a set Mag nail with shiner for the point of curvature of a circular curve to the left, the beginning of a cul-de-sac, having a radius of 99.95 feet, whose chord bears South 20 degrees 41 minutes 36 seconds East, a distance of 81.63 feet;

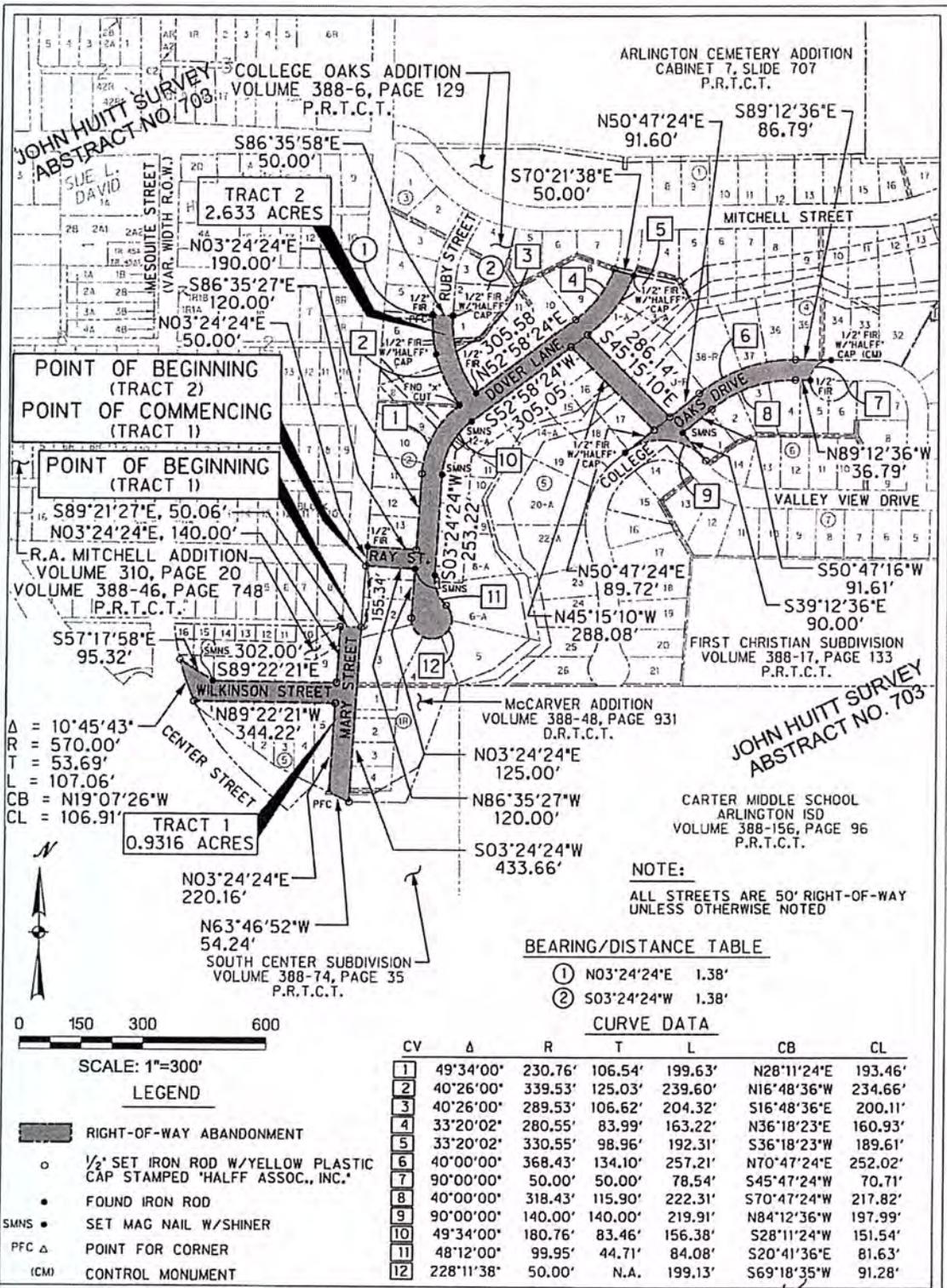
THENCE Southeasterly, along said cul-de-sac, and along said curve, through a central angle of 48 degrees 12 minutes 00 seconds, an arc length of 84.08 feet to 1/2-inch set iron rod with cap for the point of reverse curvature of a circular curve to the right, having a radius of 50.00 feet, whose chord bears South 69 degrees 18 minutes 35 seconds West, a distance of 91.28 feet;

THENCE Southwesterly, continuing along said curve of cul-de-sac, through a central angle of 228 degrees 11 minutes 38 seconds, an arc length of 199.13 feet to a 1/2-inch set iron rod with cap for the point of tangency on the west right-of-way line of said Dover Lane;

THENCE North 03 degrees 24 minutes 23 seconds East, along said west right-of-way line, a distance of 125.00 feet to a set Mag nail with shiner for corner on the south right-of-way line of said Ray Street, and being the northeast corner of Lot 1, Block 5;

THENCE North 86 degrees 35 minutes 27 seconds West, departing said west right-of-way line, and along said south right-of-way line, a distance of 120.00 feet to the POINT OF BEGINNING AND CONTAINING 114,855 square feet or 2.637 acres of land, more or less, **Save and Except entire area retained as a public utility easement.**

Basis of Bearing for this survey is NAD 83 (1993) Texas State Plane Coordinate System, North Central Zone (4202) as observed by GPS from City of Arlington monuments "AR 36" AND "AR 35".



$\Delta = 10'45'43''$
 $RR = 570.00'$
 $T = 53.69'$
 $L = 107.06'$
 $CB = N19'07'26''W$
 $CL = 106.91'$



0 150 300 600

SCALE: 1"=300'

LEGEND

- RIGHT-OF-WAY ABANDONMENT
- 1/2 SET IRON ROD W/YELLOW PLASTIC CAP STAMPED 'HALFF ASSOC., INC.'
- FOUND IRON ROD
- SET MAG NAIL W/SHINER
- POINT FOR CORNER
- CONTROL MONUMENT

BEARING/DISTANCE TABLE

- ① N03°24'24"E 1.38'
- ② S03°24'24"W 1.38'

CURVE DATA

CV	Δ	R	T	L	CB	CL
1	49°34'00"	230.76'	106.54'	199.63'	N28°11'24"E	193.46'
2	40°26'00"	339.53'	125.03'	239.60'	N16°48'36"W	234.66'
3	40°26'00"	289.53'	106.62'	204.32'	S16°48'36"E	200.11'
4	33°20'02"	280.55'	83.99'	163.22'	N36°18'23"E	160.93'
5	33°20'02"	330.55'	98.96'	192.31'	S36°18'23"W	189.61'
6	40°00'00"	368.43'	134.10'	257.21'	N70°47'24"E	252.02'
7	90°00'00"	50.00'	50.00'	78.54'	S45°47'24"W	70.71'
8	40°00'00"	318.43'	115.90'	222.31'	S70°47'24"W	217.82'
9	90°00'00"	140.00'	140.00'	219.91'	N84°12'36"W	197.99'
10	49°34'00"	180.76'	83.46'	156.38'	S28°11'24"W	151.54'
11	48°12'00"	99.95'	44.71'	84.08'	S20°41'36"E	81.63'
12	228°11'38"	50.00'	N.A.	199.13'	S69°18'35"W	91.28'

EXHIBIT "A"

**ABANDONMENT OF PUBLIC STREET
 AND RIGHT-OF-WAY**
 out of the
JOHN HUITT SURVEY ABSTRACT NO. 703
COLLEGE OAKS ADDITION AND R.A. MITCHELL ADDITION
 ADDITION TO CITY OF ARLINGTON
 TARRANT COUNTY, TEXAS
 CITY OF ARLINGTON
 TARRANT COUNTY, TEXAS



HALFF
 4000 FOSSIL CREEK BLVD., FORT WORTH, TEXAS 76137
 (817) 847-1422
 TBPLS FIRM NO. 10029626

AVO: 30150 SCALE: 1"=300'
 DATE: OCTOBER 2015 FILE: EXH-ABAN 1 & 2-30150 PAGE 5 of 5

EXHIBIT "A"
RIGHT-OF-WAY ABANDONMENT
TRACT 3

BEING a 1.332 acre tract of land situated in the John Huitt Survey, Abstract 703, and being a portion of the Brookhollow Addition, an addition to the City of Arlington, Tarrant County, Texas, as recorded in Volume 388-8, Page 53 of the Plat Records of Tarrant County, Texas, (P.R.T.C.T.) and being an Abandonment of Turtle Creek Drive (a 50 foot right-of-way) in said Brookhollow Addition, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF ASSOC., INC." (hereinafter referred to as "with cap"), for corner at the intersection of the westerly right-of-way line of said Turtle Creek Drive and the west right-of-way line of Robin Lane (a 50 foot right-of-way) in said Brookhollow Addition, also being the northeast corner of Lot 17, Block 1, of said Brookhollow Addition;

THENCE North 78 degrees 31 minutes 52 seconds West, along said westerly right-of-way line, a distance of 185.70 feet to a 1/2-inch set iron rod with cap for the point of curvature of a circular curve to the right, having a radius of 132.00 feet, whose chord bears North 05 degrees 43 minutes 08 seconds East, a distance of 262.67 feet;

THENCE Northwesterly and Northeasterly, continuing along said westerly right-of-way line and along said circular curve through a central angle of 168 degrees 30 minutes 00 seconds, an arc length of 388.20 feet to a 1/2-inch set iron rod with cap for the point of tangency;

THENCE North 89 degrees 58 minutes 08 seconds East, continuing along said westerly right-of-way line, a distance of 31.50 feet to a 1/2-inch set iron rod with cap for the point of curvature of a circular curve to the left, having a radius of 228.80 feet, whose chord bears North 71 degrees 09 minutes 08 seconds East, a distance of 147.59 feet;

THENCE Northeasterly, continuing along said westerly right-of-way line and along said circular curve through a central angle of 37 degrees 38 minutes 00 seconds, an arc length of 150.28 feet to a 1/2-inch set iron rod with cap for the point of tangency;

THENCE North 52 degrees 20 minutes 08 seconds East, continuing along said westerly right-of-way line, a distance of 444.80 feet to a 1/2-inch set iron rod with cap for corner at the intersection of said westerly right-of-way line and the west right-of-way line of South Center Street (variable width right-of-way), also being the easternmost corner of Lot 1, Block 1, of said Brookhollow Addition;

THENCE South 47 degrees 21 minutes 52 seconds East, departing said westerly right-of-way line, along said west right-of-way line, over and across said Turtle Creek Drive, a distance of 50.73 feet to a set Mag nail with shiner at the intersection of said west right-of-way line of South Center Street and the easterly right-of-way line of said Turtle Creek Drive, also being the northernmost corner of Lot 1, Block 4, of said Brookhollow Addition;

THENCE South 52 degrees 20 minutes 08 seconds West, departing said west right-of-way line and along said easterly right-of-way line, a distance of 453.34 feet to a 1/2-inch set iron rod with cap for the point of curvature of a circular curve to the right, having a radius of 278.80 feet, whose chord bears South 71 degrees 09 minutes 08 seconds West, a distance of 179.85 feet;

THENCE Southwesterly, continuing along said easterly right-of-way line and along said circular curve through a central angle of 37 degrees 38 minutes 00 seconds, an arc length of 183.12 feet to a 1/2-inch set iron rod with cap for the point of tangency;

THENCE South 89 degrees 58 minutes 08 seconds West, continuing along said easterly right-of-way line, a distance of 31.50 feet to a 1/2-inch set iron rod with cap for the point of curvature of a circular curve to the left, having a radius of 82.00 feet, whose chord bears South 05 degrees 43 minutes 08 seconds West, a distance of 163.17 feet;

THENCE Southwesterly and Southeasterly, continuing along said easterly right-of-way line and along said circular curve through a central angle of 168 degrees 30 minutes 00 seconds, an arc length of 241.15 feet to a 1/2-inch set iron rod with cap for the point of tangency;

THENCE South 78 degrees 31 minutes 52 seconds East, continuing along said easterly right-of-way line, a distance of 148.00 feet to a 1/2-inch set iron rod with cap for the point of curvature of a circular

curve to the left, having a radius of 240.43 feet, whose chord bears South 89 degrees 31 minutes 49 seconds East, a distance of 91.74 feet;

THENCE Southeasterly, continuing along said easterly right-of-way line and along said circular curve through a central angle of 21 degrees 59 minutes 53 seconds, an arc length of 92.31 feet to a 1/2-inch set iron rod with cap for corner;

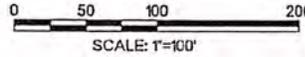
THENCE South 64 degrees 57 minutes 08 seconds West, departing said easterly right-of-way line, over and across said Turtle Creek Drive, a distance of 46.00 feet to a set Mag nail with shiner for the point of curvature of a circular curve to the left, having a radius of 40.00 feet, whose chord bears South 32 degrees 27 minutes 08 seconds West, a distance of 42.98 feet;

THENCE Southwesterly, continuing over and across said Turtle Creek Drive and along said circular curve through a central angle of 65 degrees 00 minutes 00 seconds, an arc length of 45.38 feet to the POINT OF BEGINNING AND CONTAINING 58,037 square feet or 1.332 acres of land, more or less, **Save and Except entire area retained as a public utility easement.**

Basis of Bearing for this survey is NAD 83 (1993) Texas State Plane Coordinate System, North Central Zone (4202) as observed by GPS from City of Arlington monuments "AR 36" AND "AR 35".

CURVE DATA

CV	Δ	R	T	L	CB	CL
1	168°30'00"	132.00'	1310.89'	388.20'	N05°43'08"E	262.67'
2	37°38'00"	228.80'	77.96'	150.28'	N71°09'08"E	147.59'
3	37°38'00"	278.80'	95.00'	183.12'	S71°09'08"W	179.85'
4	168°30'00"	82.00'	814.34'	241.15'	S05°43'08"W	163.17'
5	21°59'53"	240.43'	46.73'	92.31'	S89°31'49"E	91.74'
6	65°00'00"	40.00'	25.48'	45.38'	S32°27'08"W	42.98'



LEGEND

- RIGHT-OF-WAY ABANDONMENT
- 1/2" SET IRON ROD W/YELLOW PLASTIC CAP STAMPED "HALFF ASSOC., INC."
- FOUND IRON ROD
- SMNS • SET MAG NAIL W/SHINER
- SMN • SET MAG NAIL
- CM CONTROL MONUMENT

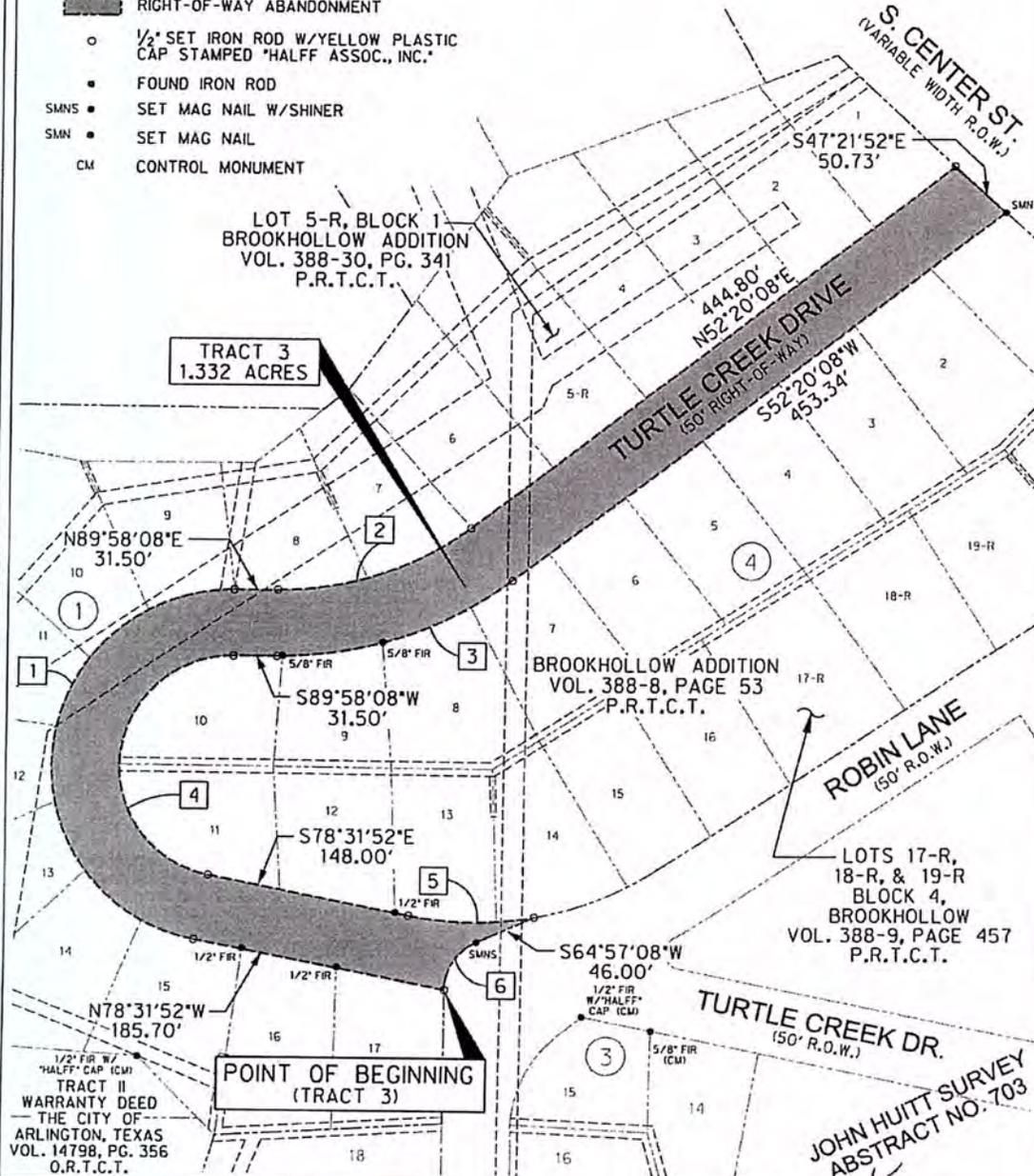
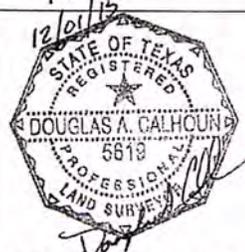


EXHIBIT "A"

**ABANDONMENT OF PUBLIC STREET
AND RIGHT-OF-WAY**
out of the
**JOHN HUITT SURVEY ABSTRACT NO. 703
BROOKHOLLOW ADDITION**

ADDITION TO CITY OF ARLINGTON
TARRANT COUNTY, TEXAS



I, Douglas A. Calhoun, Registered Professional Land Surveyor, do hereby certify that this plat was prepared from a survey made on the ground under my supervision and direction.



4000 FOSSIL CREEK BLVD., FORT WORTH, TEXAS 76137
(817) 847-1422
TBP/LS FIRM NO. 10029005

AVO: 30150	SCALE: 1"=100'	
DATE: OCTOBER 2015	FILE: EXH-ABAN 3-30150	PAGE 3 of 3

LEGEND - CONCEPT "B"

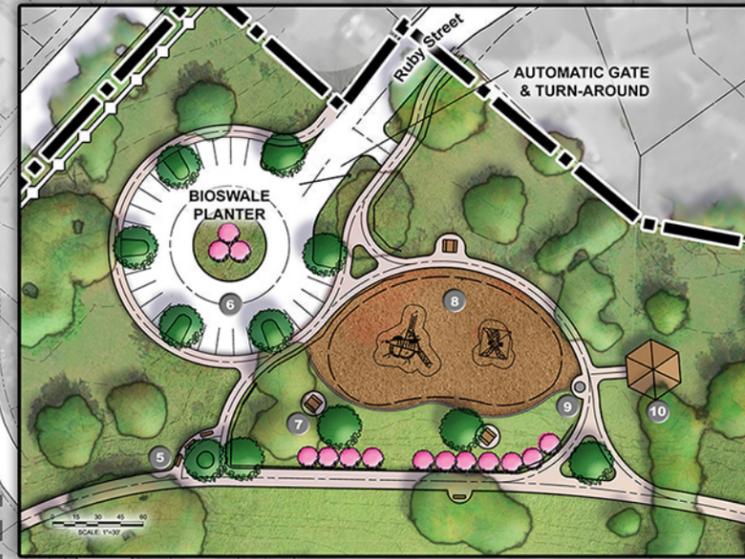
- 1 HIKE & BIKE TRAIL (12' W)
- 2 PEDESTRIAN BRIDGE
- 3 WILDFLOWER AREA
- 4 INTERNAL LOOP TRAIL (10' W)
- 5 NEIGHBORHOOD TRAILHEAD W/ BENCHES & WAYFINDING SIGNAGE
- 6 CUL DE SAC PARKING LOT W/ 54' MIN RADIUS (25 SPACES)
- 7 PICNIC AREAS
- 8 PLAYGROUND
- 9 DRINKING FOUNTAIN
- 10 PAVILION
- 11 CUL DE SAC TURN-AROUND W/ 54' MIN RADIUS

FUTURE UTA/
NEIGHBORHOOD TRAIL
CONNECTION



EXISTING PICNIC
TABLES TO REMAIN

SPLIT RAIL FENCE ALONG
MARY STREET BOUDARY



CITY OF ARLINGTON

Julia Burgen Park



Staff Report



Zoning Case PD15-12 (Creekside Plaza Shopping Center)

City Council Meeting Date: 2-9-16

Document Being Considered: Resolution

RECOMMENDATION

Consider a resolution to call a public hearing for Planned Development PD15-12.

PRIOR BOARD OR COUNCIL ACTION

On January 6, 2016, the Planning and Zoning Commission recommended denial of the request by a vote of 9-0-0.

ANALYSIS

Request

The applicant requests to change the zoning on approximately 6.696 acres addressed at 2344 Southeast Green Oaks Boulevard, and generally located south of Southeast Green Oaks Boulevard and west of South SH 360 Freeway.

Current zoning: Community Commercial (CC) and Residential Estate (RE)

Requested zoning: Planned Development (PD) for all CC uses plus a package liquor store, with a Development Plan

The subject site includes the lot addressed at 2344 Southeast Green Oaks Boulevard, which includes a portion of the Creekside Plaza Shopping Center. The applicant requests a package liquor store use be allowed in Suite 200 of the shopping center. This suite is approximately 4,200 square feet in size and is located in the western portion of the 109,464-square-foot building spanning both 2344 and 2350 Southeast Green Oaks Boulevard. There are no building elevations or site changes proposed with this request. The proposed tenant space is that of a former financial services use and contains a drive-thru which is not proposed to be used nor removed at this time.

The applicant is proposing to replant parking lot screening shrubs at the perimeter of the property along Southeast Green Oaks Boulevard. The existing landscape no longer provides proper parking lot screening. The site includes existing street trees and landscape islands with established trees currently in place.

Adjacent Land Uses

The properties to the east and west are zoned CC and are developed with commercial uses. Properties to the north and south are zoned Residential Single-Family-5 (RS-5) and Residential Single-Family-7.2 (RS-7.2) to the south. North and south are developed with single family residences. There are no package liquor stores within four miles of the proposed site. There are multiple sites within one mile from the subject site that are zoned General Commercial (GC), Light Industrial (LI), and Industrial Manufacturing (IM), where a package liquor store is allowed by right. Additionally, the property line of the site is within 1,000 feet of Bowie High School, and 2,000 feet of Bryant Elementary.

Comprehensive Plan Analysis

This location is identified in the 2015 Comprehensive Plan as "Established Residential" which contains a variety of housing types as well as retail services. People living in these areas would enjoy the benefits of neighborhood parks, schools, and community recreation

centers. Neighborhood and community convenience uses are considered appropriate in this area.

The subject property is also in the *Fish Creek Neighborhood Plan* boundary (2010), which focuses on maintaining a safe, well-connected, welcoming community. This site is bordered on the south by the Fish Creek Linear Park which includes an existing trail and bridge. This trail and bridge is used as a route for students walking to Bowie High School.

Due to the residential surrounding areas, including parks, schools, and multiple neighborhoods, this proposed zoning change is not in conformance with the Comprehensive Plan.

FINANCIAL IMPACT

None

ADDITIONAL INFORMATION

Attached:

Resolution
Development Plan (1 page)
Case Information with P&Z Summary

Under separate cover:

None

Available in the City Secretary's office:

None

STAFF CONTACTS

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Gincy.Thoppil@arlingtontx.gov

Shon Brooks
Senior Planner
Community Development and Planning
817-459-6514
Shon.Brooks@arlingtontx.gov

Resolution No. 16-

A resolution calling a public hearing as soon as practicable for a zoning classification change request to Planned Development (PD) for all Community Commercial (CC) uses, plus a package liquor store, with a Development Plan; generally located south of Southeast Green Oaks Boulevard and west of South SH 360 Freeway following a denial by the Planning and Zoning Commission

WHEREAS, Planned Development PD15-12 was considered by the Planning and Zoning Commission after a public hearing in accordance with state law;

WHEREAS, the Planning and Zoning Commission recommended the denial of the zoning classification change request; and

WHEREAS, the City Council wishes to consider this zoning classification change request; NOW, THEREFORE,

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

1.

That a public hearing is hereby called as soon as practicable during a regular session of the City Council in the Council Chamber of the Municipal Building, 101 West Abram Street, Arlington, Texas, at which time, any and all parties of interest and citizens will be given the opportunity to express their opinions about the following:

A proposed zoning classification change request to Planned Development (PD) for all Community Commercial (CC) uses, plus a package liquor store, is being considered on the following described property:

BEING approximately 6.696 acres of land addressed at 2344 Southeast Green Oaks Boulevard generally located south of Southeast Green Oaks Boulevard and west of South SH 360 Freeway, and commonly known as Lot 4AR of the Creekside Plaza Addition.

2.

That the Director of Community Development and Planning is hereby directed to provide notice of such public hearing in the manner required by law.

PRESENTED AND PASSED on this the ____ day of February, 2016, by a vote of ____ ayes, ____ nays, and ____ abstentions at a regular meeting of the City Council of the City of Arlington, Texas.

W. JEFF WILLIAMS, Mayor

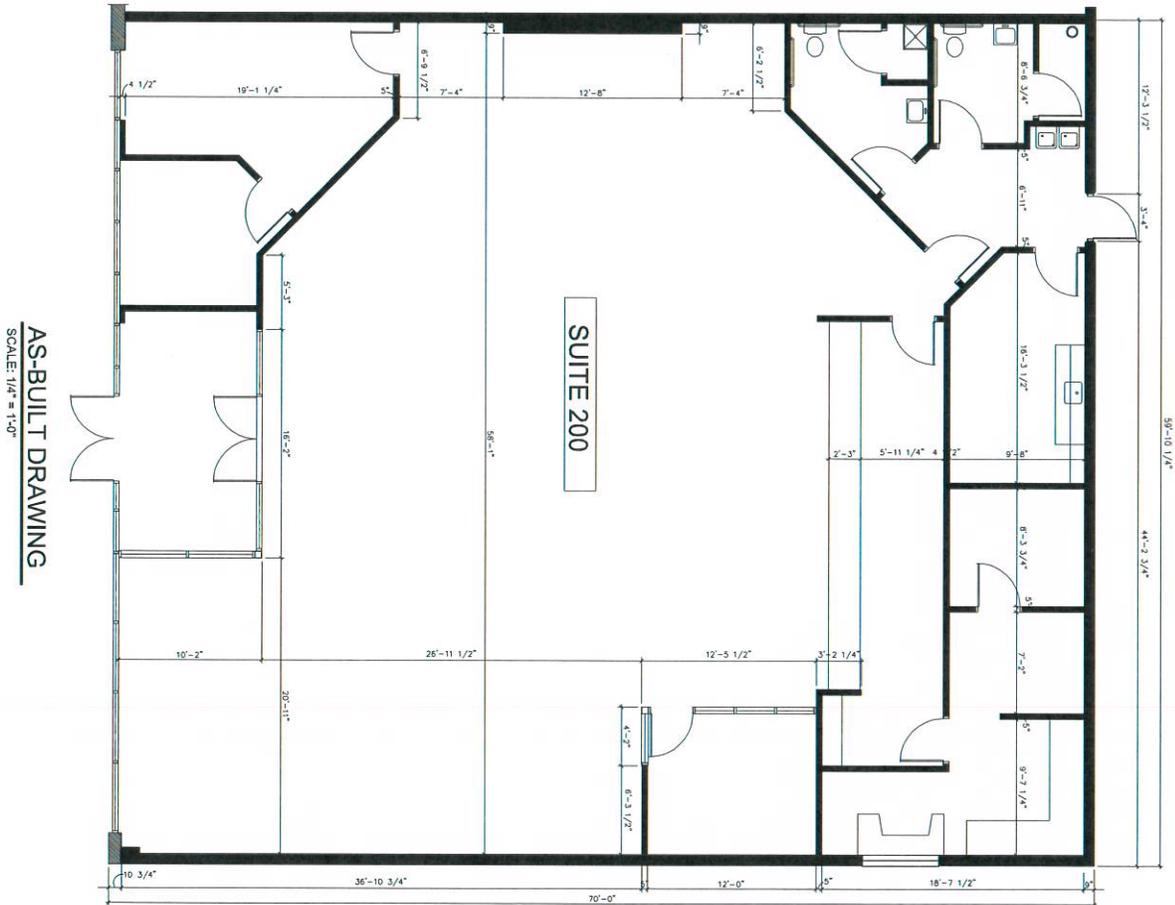
ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY _____

ADJACENT TENANT NOT IN CONTRACT



AS-BUILT DRAWING
SCALE: 1/4" = 1'-0"

SQUARE FOOTAGE:
APPROX. 4200 SQUARE FEET

15-908337



REVISION	ISSUE DATE	PROJECT NUMBER	SHEET TITLE
	11-16-15	2015.110.006	AS-BUILT DRAWING OF SUITE 200

SHEET A1 OF X

AS -BUILT DRAWING FOR SUITE # 200
CREEKSIDE PLAZA SHOPPING CENTER
2234 -2400 SE GREEN OAKS BLVD
ARLINGTON, TEXAS 76018

design3
+ associates
738 NELSON DRIVE,
CEDAR HILL, TEXAS 75104
phone: 214-245-8024
d3architecture@yahoo.com

Case Information



Applicant: Global Realty and Management represented by Stephanie Rippe

Property Owner: EQYInvest Owner II LTP, L.L.P. represented Stephanie Rippe

Sector Plan: Southeast

Council District: 3

Allowable Uses: Commercial/Retail

Development History: The subject site is currently platted as to Lot 4AR, Block 1 of the Creekside Plaza Addition.

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

Transportation: The proposed development has two points of access from Southeast Green Oaks Boulevard.

Thoroughfare	Existing	Proposed
Southeast Green Oaks Boulevard	120' - 4 Lane Divided Major Arterial	120' - 6 Lane Divided Major Arterial

Traffic Impact: The proposed zoning will generate similar traffic patterns as the existing zoning and will not impact the adjacent street system.

Water & Sewer: Water is available from a 12-inch water line in SE Green Oaks Boulevard. Sanitary Sewer is available from a 8-inch sanitary sewer line in SE Green Oaks Boulevard and a 30-inch sanitary sewer line in a 20' Sanitary Sewer Easement adjacent to South Fish Creek.

Drainage: The site is located within the South Fish Creek drainage basin. A portion of the lot is located in a floodplain. No significant drainage impacts are expected to result from development of this site as long as the site complies with relevant city ordinances.

Fire: Fire Station Number 12, located at 5050 South Collins Street, provides protection to this site. The estimated fire response time is within five minutes, which is in keeping with recommended standards.

School District: Arlington Independent School District.

Case Information



Notices Sent:

Neighborhood Associations:

- ACTION North
- Arlington Alliance for Responsible Government
- Arlington Chamber of Commerce
- East Arlington Review
- Far South Arlington Neighborhood Assn
- Forest Hills HOA
- Northern Arlington Ambience
- WeCan (West Citizen Action Network)
- Arlington ISD
- Kennedale ISD
- Mansfield ISD
- FW ISD
- HEB ISD
- Briarhill Neighborhood Assn
- Fish Creek Neighborhood Assn. Inc.
- Fitzgerald Concerned Citizens
- Hunter Pointe HOA
- Manhasset Community Watch Group

Property Owners: 29
Letters of Support: 0
Letter of Opposition: 0

PLANNING AND ZONING COMMISSION SUMMARY:

Public Hearing: January 6, 2016

Zoning Case PD15-12 (Creekside Plaza Shopping Center - 2344 Southeast Green Oaks Boulevard)

Application to change the zoning on approximately 6.696 acres from Community Commercial (CC) and Residential Estate (RE) to Planned Development (PD) for all Community Commercial (CC) uses plus a package liquor store, with a Development Plan; generally located south of Southeast Green Oaks Boulevard and west of South SH 360 Freeway.

Present to speak in support of this case was Robert Roher, 6901 Honsell Road, #624, Plano, 75024.

Present to speak in opposition to this case were Sinikka Dickerson, 1921 Roselle Court, 76018; Jane Lynn, 2403 Havenwood Drive, 76018; and Cathilina Sutton, 5311 Manhasset Drive, 76018. Also present in opposition of this case were Richard Redd, 7903 Bonito Drive, 76002; Emmanuel Lumanze, 1905 Roselle Court, 76018; and Belinda Lumanze, 1905 Roselle Court, 76018.

Case Information



Vice Chair McAlister moved to Deny Zoning Case PD15-12. Seconded by Commissioner Myers, the motion to deny was approved by a vote of 9-0-0.

DENIED

Itemized Allowable Uses



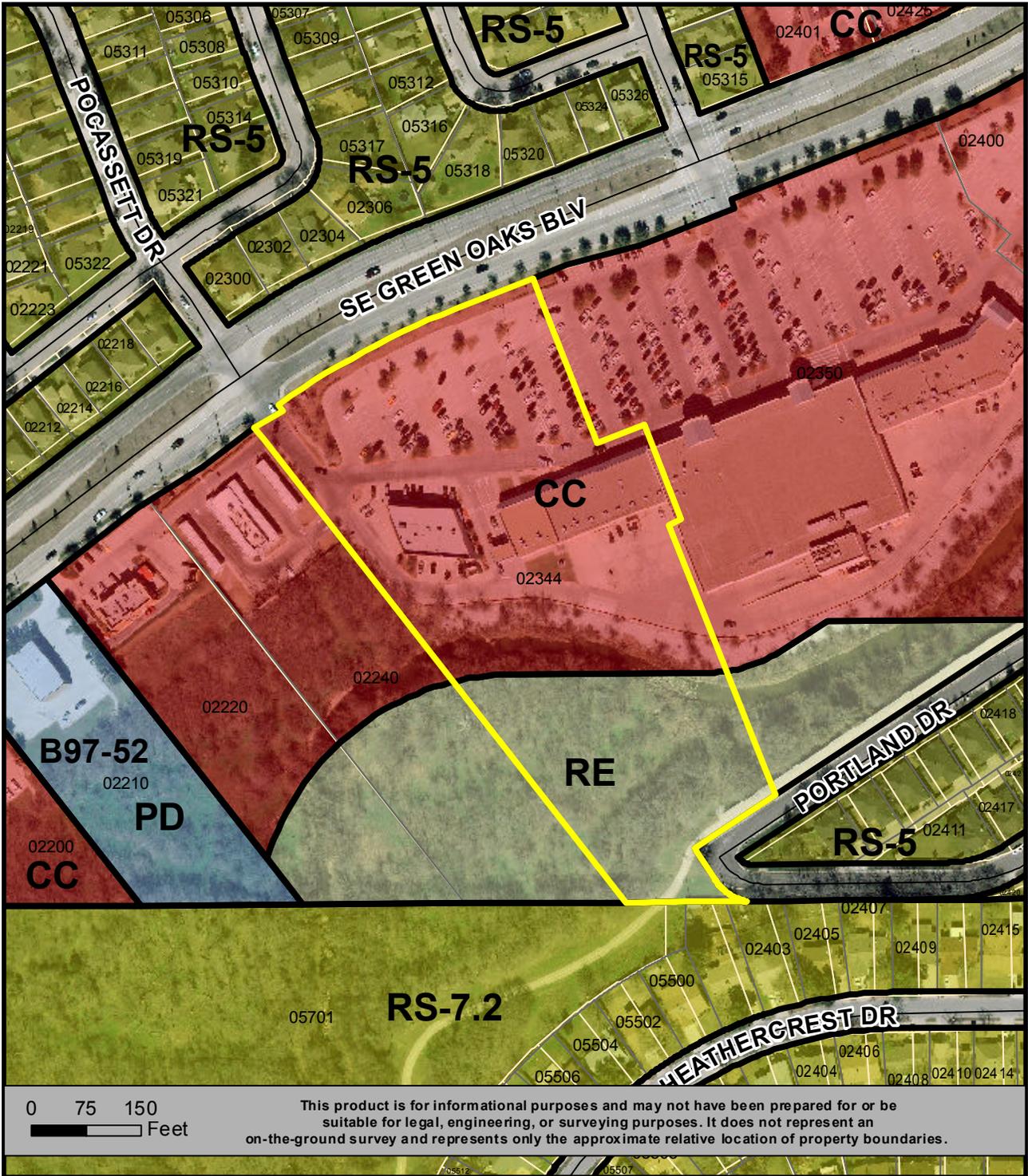
Allowable Uses

Planned Development (PD) for Community Commercial (CC) uses, plus a Package Liquor Store, with a Development Plan.

Permitted - Nursing home, Art gallery or museum, Government administration and civic buildings, Domestic violence shelter, Mortuary/crematory/funeral chapel, Philanthropic institution (other than listed), Religious assembly, Business school, Public or private school, University/college/seminary, Hospital, Medical or dental office or clinic, Cemetery, Community garden, Public park or playground, Crop production, Gasoline sales, Catering service, Restaurant, Restaurant/take-out and delivery only, Office/business or professional, Telemarketing call center, Day care center, Private club/lodge/fraternal, General personal services (other than listed), Massage therapy clinic, Recreation/indoor (other than listed), Wedding chapel, Country club, Golf course, Major tourist attraction, General retail store (other than listed), Firearm sales, Pawn shop, Second-hand goods store, Swimming pool/spa and accessory sales and service, Medical or scientific research laboratory, Electric utility substation, Radio or TV station or studio, Utility lines, towers or metering station, package liquor store.

Specific Use Permit (SUP) - Halfway House, Hospital/psychiatric, Hotel/limited service, Residence hotel, Bail bond service, Banquet hall, Billiard parlor, Tattoo parlor, Bowling alley, Bingo hall, Gun range, Night club, Recreation general outdoor (other than listed), Marina, Specialty paraphernalia sales, Wrecker service, Gas well, Transit passenger terminal, Utility installation other than listed, Telecommunication Facilities Towers >75 ft., Stealth towers >100 ft., Self-storage facility.

Conditions (C) - Kennel/commercial, Veterinary clinic, Motor vehicle rental, Financial services, Restaurant with drive-through, Sidewalk café, Hotel/full service, Skating rink, Teen club, Theatre indoor, Building and landscaping materials and lumber sales, Nursery/garden shop or plant sales, Food processing, Custom and craft work, Telecommunication Facilities Building-mounted antennae and towers, Telecommunication Facilities Towers ≤75 ft., Stealth towers ≤100 ft.



**LOCATION MAP
PD15-12**

**PD FOR CC USES,
PLUS A PACKAGE
LIQUOR STORE
6.696 ACRES**

PD15-12

South of Southeast Green Oaks Boulevard and west of South SH 360 Freeway



View of the subject site. View south.



View of adjacent commercial property. View west.



View of the adjacent commercial building. View east.



View of notification sign. View east on Southeast Green Oaks Boulevard.