City Council Agenda

August 2, 2016

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

I. General Information

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

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

CITY COUNCIL SCHEDULE-2016

MONTH	SCHEDULED
January	12, 26
February	9, 23
March	1,22
April	12, 26
May	10, 17*, 24***
June	7, 14.28**
July	Break
August	2, 9**, 23
September	6, 15**, 20
October	11, 25
November	1, 29
December	6, 13

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

II. Support or Opposition on Agenda Items

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

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

III. Citizen Participation

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

IV. Rules of Courtesy

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

I. Información General

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

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

EL HORARIO DEL AYUNTAMIENTO-2016

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

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

II. Apoya u Opone los Artículos del Orden del Día

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

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

III. Participación de los Ciudadanos

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

IV. Reglas de Cortesía

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

Agenda

Arlington City Council Meeting

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

Tuesday, August 02, 2016
6:30 PM

I. **CALL TO ORDER**

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

III. **SPECIAL PRESENTATIONS**

IV. **APPOINTMENTS TO BOARDS AND COMMISSIONS**

V. **SPEAKER GUIDELINES AND GENERAL DECORUM**

VI. **APPROVAL OF ITEMS FROM EXECUTIVE SESSION**

1. **Storm Mitigation Project - All Cash Contract of Sale - Patricia L. Hatton and Frederick Leonard Hatton - 511 E. Inwood Drive**
A resolution authorizing the City Manager or his designee to execute an all cash contract of sale with Patricia L. Hatton and Frederick Leonard Hatton for the purchase of fee simple property rights in land being Lot 11-R, in Block 1, Southridge Park Addition, according to the plat entitled "A Revision of Lots 2 – 11 Inc. Blk 1 Southridge Park Add'n" and recorded in Book 388-4, Page 384 of the Plat Records of Tarrant County, Texas; with a physical address being 511 East Inwood Drive, City of Arlington, Tarrant County, Texas, and authorizing acceptance of the conveyance of fee simple property rights.

- The Arlington City Hall is wheelchair accessible. For accommodations or sign interpretive services, please call 817-459-6100 no later than 24 hours in advance.
- Council meetings are broadcast live on Arlington's Government Channel, and rebroadcast throughout the week at the following times:

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

The Council agenda can be viewed on the City's website at www.ArlingtonTX.gov
- For a complete Arlington Government Channel program schedule, please visit www.ArlingtonTX.gov/Broadcast

VII. APPROVAL OF MINUTES

Afternoon Meeting, June 28, 2016
Evening Meeting, June 28, 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. **Two-Year Requirements Contract for Commercial Wireless Services and Equipment, Bid Project 16-0107 (MO#08022016-001)**
Authorize the City Manager or his designee to approve the two-year requirements contract for the purchase of commercial wireless services and equipment with AT&T Mobility National Accounts, LLC, of Dallas, Texas through the State of Texas Department of Information Resources (DIR), which is part of the State of Texas Cooperative Purchasing Program in the estimated amount of $720,000 and execute any and all documents necessary to carry out such contract. Funds are budgeted in various departmental accounts and subject to future budget approval.

2. **Two-Year Requirements Contract for Local and Long Distance Telephone and Internet Services, Bid Project 16-0153 (MO#08022016-002)**
Authorize the City Manager or his designee to execute a two-year requirements contract for local and long distance telephone and internet services with the Department of Information Services (DIR) of Austin, Texas through the State of Texas Cooperative Purchasing Program in the estimated amount of $532,000, and execute any and all documents necessary to carry out such contract. Funds are budgeted in various departmental accounts and subject to future budget approval.

3. **Update of the Thoroughfare Development Plan (MO#08022016-003)**
Authorizing the City Manager or his designee to execute a contract with Kimley-Horn and Associates, Inc. of Fort Worth, Texas for an update to the Thoroughfare Development Plan in an amount not to exceed $65,000. Funding in the amount of $65,000 is available in Community Development and Planning Strategic Planning Account No. 460201-61043.

4. **Renewal of Annual Requirements Contracts for Irrigation Parts and Supplies, Bid Project 14-0188 (MO#08022016-004)**
Authorize the City Manager or his designee to exercise the second of four, one-year renewal options in the contracts for the purchase of irrigation parts and supplies with Ewing Irrigation Products of North Richland Hills, Texas in the estimated amount of $36,565 and Horizon Distributors, Inc. dba Metro Irrigation Supply of Arlington, Texas in the estimated amount of $40,410 for a total estimated amount of $76,975, and execute any and all documents necessary to carry out such renewal. Funds are budgeted in various General Fund Parks and Recreation accounts and subject to FY 2017 budget approval.

5. **Renewal of Annual Requirements Contract for Motor Maintenance, Bid Project 14-0007 (MO#08022016-005)**
Authorize the City Manager or his designee to exercise the third of four, one-year renewal options in the contract for motor maintenance with Brandon and Clark, Inc. of Fort Worth, Texas in the estimated amount of $116,734, and execute any and all documents necessary to carry out such renewal. Funds are budgeted in the Water Treatment Maintenance of Pumps and Motors Account No. 620102-63122 and subject to FY2017 budget approval.

6. **Renewal of Annual Requirements Contract for Water Repair Parts, Bid Project 15-0106 (MO#08022016-006)**
Authorize the City Manager or his designee to exercise the first of four, one-year renewal options in the contract for water repair parts with HD Supply Water Works, LTD of Richland Hills, Texas in the estimated amount of $286,000, and execute any and all documents necessary to carry out such renewal. Funds are budgeted in Water Utilities Inventory Account No. 5000-16000 and subject to FY2017 budget approval.

7. **Renewal of Contract for Emergency Generator Maintenance, Bid Project 11-0149 (MO#08022016-007)**
Authorize the City Manager or his designee to exercise the third and final, one-year renewal option in the contract for emergency generator maintenance with Power Pro-Tech Services of Altamonte Springs, Florida, in the estimated amount of $80,750, and execute any and all documents necessary to carry out such renewal. Funds are budgeted in various City accounts and subject to FY 2017 budget approval.

8. **Contract Modification No. 2 to the Engineering Services Contract for Matthews Court and Susan Drive Drainage Improvements; Project No. PWDR12001 (MO#08022016-008)**
Authorizing the City Manager or his designee to execute Contract Modification No. 2 to the Engineering Services contract with Pacheco Koch Consulting Engineers, Inc., of Dallas, Texas, for the Matthews Court and Susan Drive Drainage Improvements Project in an amount not to exceed $47,966. Funding is available in the Storm Water Utility Fund Account No. 308501-61002-10590199.

9. **Engineering Services Contract for Greencove Drainage Improvements; Project No. PWDR014010 (MO#08022016-009)**
Authorizing the City Manager or his designee to execute an Engineering Services contract with Halff Associates, Inc., of Grand Prairie, Texas, for the Greencove Drainage Improvements Project in an amount not to exceed $132,990. Funding is available in Storm Water Utility Fund Account No. 308501-61043-10990199 [$106,720], Water Bond Fund Account No. 658502-61043-18161205 [$13,135], and Sanitary Sewer Bond Fund Account No. 648502-61043-17978204 [$13,135].

10. **Engineering Services Contract for Safe Route to School Sidewalk Program (Mayfield Road from Little Road to Woodside Drive); Project No. PWSW16002 (MO#08022016-010)**
Authorizing the City Manager or his designee to execute an Engineering Services Contract with Huitt-Zollars, Inc., of Dallas, Texas, for the design and right-of-way documents for the Safe Route to School Sidewalk Program (Mayfield Road from Little Road to Woodside Drive) in an amount not to exceed $65,950. Funding is available in the Street Bond Fund Account No. 358504-61043-65910698.

11. **Purchase of a Gradall Excavator, Bid Project 16-0159 (MO#08022016-011)**
Authorize the City Manager or his designee to approve the purchase of a Gradall excavator with Kirby-Smith Machinery, Inc. of Fort Worth, Texas, through the Texas Local Government Purchasing Cooperative (TLGPC) in the estimated amount of $365,345, and execute any and all documents necessary to carry out such purchase. Funds are budgeted in the Street Sales Tax Account No. 720101-68201.

12. **Purchase of Office Furniture and Equipment for Water Utilities, Bid Project 16-0154 (MO#08022016-012)**
Authorize the City Manager or his designee to approve the purchase of office furniture and equipment for the Water Department with Staples Advantage, Inc. of Irving, Texas through the Texas Local Government Purchasing Cooperative (TLGPC) in the estimated amount of $25,000 and through the State of Texas Cooperative Purchasing Program in the estimated amount of $168,000 for a total of $193,000, and execute any and all documents necessary to carry out such purchase. Funds are budgeted in Water Utilities Account Nos.: Water Admin. Cubicle & Furniture - 678501-60017-20145205 [$50,000]; Water Treatment Lab and JK WTP Furniture & Equipment - 678501-68900-20148205 [$50,000]; and, SSC Office, Training Room Furniture and AV Equipment - 658502-60017-18150205[$55,000]; and, Pierce Burch Admin. Office and Breakroom Furniture - 678501-68100-20040205[$38,000].

13. **Sole Source Purchase of a Malvern Zetasizer Online Analyzer System, Bid Project 16-0139 (MO#08022016-013)**
Authorize the City Manager or his designee to approve the sole source purchase of a zetasizer online analyzer system with Malvern Instruments, Inc. of Westborough, Massachusetts in the estimated amount of $71,775, and execute any and all documents necessary to carry out such purchase. Malvern Instruments, Inc. is the sole provider for all Malvern equipment and services which incorporates patented technologies; therefore, the purchase is exempt from the competitive bidding statutes in accordance with Texas Local Government Code, Section 252.022 (a) 7 as sole-source procurement. Funds are budgeted in Water Utilities Capital Account No. 658502-68251-18126205.

14. **SH360 (Sublett to City Limits) Water and Sanitary Sewer Relocations; Project No. WUOP16002 (MO#08022016-014)**
Authorize the execution of a Texas Department of Transportation (TxDOT) Project Utility Adjustment Agreement (PUAA) and Utility Adjustment Agreement Amendments (UAAA) with TxDOT, of Fort Worth, Texas and Lane-Abrams JV, LLC, of Mansfield, Texas, for the design and construction of utility adjustments on the SH360 South Extension project between Sublett Road and US287 in the estimated amount of $200,000. Funds are available in Sanitary Sewer Bond Fund Account Number 648502-17977204-68250 [$26,000] and Water Bond Fund Number 658502-18160205-68252 [$174,000].

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. **Arlington Municipal Airport Speed Limit Revisions**
Final reading of an ordinance amending the "Traffic and Motor Vehicles" Chapter of the Code of the City of Arlington, Texas, 1987, through the amendment of Article III, Speed Regulations, Section 3.08, Speed Limits at the Arlington Municipal Airport, relative to speed limits at the Arlington Municipal Airport; providing for a fine of up to $200 for each offense in violation of the ordinance; providing this ordinance be cumulative; providing for severability; providing for governmental immunity; providing for injunctions; providing for publication and becoming effective ten days after first publication.

2. **Zoning Case PD07-5R4 (Revised Viridian Planned Development - 1200 Viridian Park Lane) *(CLOSED)***
Consider a request for an amendment to the Viridian PD specifically related to the incorporation of the 19.997-acre property formerly known as the B. Barney Baker property and zoned Residential Estate (RE), the elimination of inconsistencies related to the Unified Development Code (UDC), the elimination of the references and terminology from the previous Zoning Ordinance, revised Thoroughfare Plan and Street Section details, and the addition of new housing types in the Viridian Planned Development. Final reading of an ordinance revising the zoning classification on certain property known as the B. Barney Baker property with the addition of 19.997 acres to the Viridian Planned Development, adopting revised Concept Brief PD07-5R4 and amending the Zoning District Map accordingly.

3. **Zoning Case PD16-7 (Edgefield - 901 Debbie Lane) *(CLOSED)***
Consider a request to change the zoning on approximately 12.17 acres, a portion of a 23.03 acre lot, addressed at 901 Debbie Lane, and generally located north of Debbie Lane and south of South Collins Street. Final reading of an Ordinance changing the zoning classification on certain property known as 901 Debbie Lane to Planned Development (PD) for Residential Single-Family 7.2 (RS-7.2) uses, with a Development Plan; amending the Zoning District Map accordingly.

C. Consent Agenda Resolutions

1. **Continued Participation in the Atmos Cities Steering Committee and Payment of the Participation Fee**
A resolution authorizing continued participation with the Atmos Cities Steering Committee; and authorizing the payment of two and one-half cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation.

2. **2016 Emergency Management Performance Grant**
A resolution authorizing the submission of a grant application to the Department of Homeland Security for the 2016 Emergency Management Performance Grant (EMPG) in the amount of $53,856.20 and authorizing the execution of documents relative to the submission and later acceptance of such grant.

3. **Canine Police Service Grant**
A resolution authorizing the application and acceptance of a grant from the Office of the Governor, Criminal Justice Division in the amount of $21,155.50 for one police service dog and related equipment.

4. **Local Marker Program Nominations - Historic Cemeteries on Arkansas Lane**
A resolution designating the following locations as Arlington Landmarks and authorizing the installation of local markers: 1) Historic Cemeteries on Arkansas Lane (509 W. Arkansas Lane).

5. **Ratification of the Purchase of Real Property - Tarrant County Constable - 1707 and 1708 New York Avenue**
A resolution ratifying the purchase of fee simple property rights in approximately 6.1468 acres of land addressed as 1707 and 1708 New York Avenue and being located within the City of Arlington, Tarrant County, Texas.

6. **South Apron Taxilane Reconstruction Grant**
A resolution authorizing the negotiation and execution of a Grant Agreement with the Texas Department of Transportation for the South Apron Taxilane Reconstruction Project in the estimated amount of $853,800.

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. **(CONTINUED) Zoning Case PD14-9R (Legends Express Car Wash - 5521, 5523, and 5525 South Cooper Street)**
Following the public hearing, consider a request to change the zoning on approximately 1.786 acres from Planned Development (PD) for Community Commercial (CC) uses plus a carwash, with a Development Plan; generally located north of West Nathan Lowe Road and east of South Cooper Street. First reading of an ordinance changing the zoning classification on certain property known as 5521, 5523, and 5525 South Cooper Street to Planned Development (PD) for Community Commercial (CC) uses plus a car wash and an outside run for a commercial kennel, with a Development Plan; amending the Zoning District Map accordingly.

ORDINANCE FIRST READING
First reading of an ordinance changing the zoning classification on certain property known as 5521, 5523, and 5525 South Cooper Street to Planned Development (PD) for Community Commercial (CC) uses plus a car wash and an outside run for a commercial kennel, with a Development Plan; amending the Zoning District Map accordingly.

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

ORDINANCE FIRST READING
First reading of an ordinance establishing Reinvestment Zone Number Forty-Four; providing this ordinance be cumulative; providing for severability; providing for governmental immunity; providing for injunctions; and becoming effective upon second reading.

XII. ORDINANCES – FIRST AND/OR FINAL READINGS

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

A. Ordinances- First Reading

1. **Ordering a November 8, 2016 Special Election**
First reading of an ordinance of the City Council of the City of Arlington, Texas, calling a special election to be held within the city to approve and implement a resolution designating the Texas Rangers Complex Development Project as a sports and community venue project and designating the methods of financing therefor and the rate of each method of financing pursuant to Chapter 334, Local Government Code, as amended; making provisions for the conduct of the election and other provisions relating thereto.

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

June 28, 2016

1:30 PM

The City Council of the City of Arlington, Texas, convened in Special Session on June 28, 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 R. Rivera
Councilmember K. Wilemon
Councilmember L. Wolff
Councilmember R. Shepard
Councilmember V. Farrar-Myers
Councilmember M. Glaspie

Absent: Councilmember S. Capehart

Gilbert Perales, Deputy City Manager
Teris Solis, City Attorney
Mary Supino, City Secretary

I. CALL TO ORDER

Mayor J. Williams called the meeting to order at 1:43 p.m. He then introduced Mayor for the Day Jacob Broom, representing Butler Elementary School. At 1:48 p.m., Mayor J. Williams convened in Executive Session.

II. EXECUTIVE SESSION

A. Section 551.071, CONSULTATION WITH ATTORNEY

1. Discussion of Da Vinci Investment Limited Partnership v. City of Arlington, et al and Daniel Griffith v. City of Arlington, et al lawsuits

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

B. Section 551.072, DELIBERATION REGARDING REAL PROPERTY

1. Discussion of gas leases on City Property

2. Discussion of lease and acquisition of property relating to the Arlington Municipal Airport

3. All Cash Contract of Sale - Knapp - 6700 New York Avenue
A resolution authorizing the City Manager, or his designee, to execute an All Cash Contract of Sale with James Christopher Knapp, for the purchase of fee simple property rights in land being approximately 3.0 acres located in Tarrant County, Texas, with a physical address being 6700 New York Avenue, Arlington, Texas 76002, being a tract of land out of the Peter Rouche Survey, Abstract Number 1339, Tract 2a02, located in the City of Arlington, Tarrant County, Texas.

4. All Cash Contract of Sale - 7300 US Highway 287 - Paul G. Middleton
A resolution authorizing the City Manager, or his designee, to execute an All Cash Contract of Sale with Paul Gene Middleton, for the purchase of fee simple property rights in land being approximately 1.695 acres located in Tarrant County, Texas, with a physical address being 7300 US Highway 287, Arlington, Texas 76001, being a tract of land out of the A.D. Hendenburg Survey, Abstract Number 725, in the City of Arlington, Tarrant County, Texas.

C. Section 551.087, DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

1. Offers of Incentives to Business Prospects

At 2:56 p.m., Councilmember R. Rivera arrived during Executive Session.

At 3:03 p.m., Executive Session was adjourned, and after a short break, Council reconvened in Open Session at 3:25 p.m.

III. WORK SESSION

1. Community Development and Planning Overview

John Dugan, Director, Community Development and Planning Department, presented the Community Development and Planning Overview. Available for questions were Jim Parajon, Deputy City Manager, and Mike Bass, Code Compliance Administrator, Code Compliance Services.

2. Erosion Program

Mandy Clark, Assistant Director, Public Works and Transportation Department, provided an update on the Erosion Program.

IV. ISSUES SESSION

A. Discussion of informal staff reports

1. Council Committee Definitions

Jennifer Wichmann, Director, Management Resources Department, provided an update relative to Council Committee Definitions.

2. FLIR 320 Camera Update

Assistant Fire Chief Jim Self, Fire Department, presented the FLIR 320 Camera Update to Council.

3. Short Term Rental of Single Family Homes

Mike Bass, Code Compliance Administrator, Code Compliance Services, provided a follow up to Council relative to Short Term Rental of Single Family Homes.

4. Active Adult Center Update

Lemuel Randolph, Director, Park and Recreation Department, presented the Active Adult Center Update to Council.

5. Film Friendly Certification

Jay Warren, Marketing Communications Manager, Office of Commun ication, presented a brief overview of the City's Film Friendly Certification by the Texas Film Commission.

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

Theron Bowman, Deputy City Manager, presented the FY2016 City Co uncil Priority - Put Technology to Work newsletter.

7. Council Priority - Enhance Regional Mobility

This item was deferred to the next council meeting.

B. Discussion of committee meetings

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

Councilmember R. Rivera reported on the committee meeting.

2. Regional Policy and Municipal Infrastructure - Federal Lobbyist Contract; U.S. Route 287 Business

Councilmember K. Wilemon reported on the committee meeting.

3. Community and Neighborhood Development - Food Truck Discussion

Councilmember L. Wolff reported on the committee meeting.

C. Discussion of miscellaneous items

1. Appointments to boards and commissions

There were 37 appointments for consideration on the Evening agenda.

2. Evening Agenda items

Item Nos. VIII.C.4 and XIII.A.1 were discussed.

3. Issues relative to City and TxDot projects

4. Future Agenda Items

Councilmember V. Farrar-Meyers requested a future agenda item to discuss the condition of he Cowboys Stadium roof.

There being no further business, the meeting adjourned at 5:54 p.m.

APPROVED:

W. Jeff Williams, Mayor

ATTEST:

Mary W. Supino, City Secretary

Minutes

Arlington City Council
Regular Meeting

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

June 28, 2016

6:30 PM

The City Council of the City of Arlington, Texas, convened in Regular Session on June 28, 2016, at 6:30 pm in the Council Briefing Room, 3rd Floor, 101 W. Abram St., 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 R. Rivera
Councilmember K. Wilemon
Councilmember L. Wolff
Councilmember R. Shepard
Councilmember V. Farrar-Myers
Councilmember M. Glaspie

Absent: Councilmember S. Capehart

Gilbert Perales, Deputy City Manager
Teris Solis, City Attorney
Mary Supino, City Secretary

I. CALL TO ORDER

Mayor J. Williams called the meeting to order at 6:50 p.m.

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

Lt. Andrea Israel, Salvation Army, gave the Invocation, and the Pledge of Allegiance to U.S. and Texas Flags were recited.

III. SPECIAL PRESENTATIONS

Artist Dan Pope presented a photo collage to the City Council, commemorating the May 24, 2016 final meeting in the current council chambers.

On behalf of the Arlington City Council, Mayor J. Williams recognized members of the City of Arlington Boards and Commissions; and, presented the 2016 Volunteer of the Year Award to Bob Hester.

IV. APPOINTMENTS TO BOARDS AND COMMISSIONS

Councilmember V. Farrar-Myers made a motion to approve the following resolutions appointing membership to boards and commissions. Seconded by Councilmember K. Wilemon, the motion carried with 8 ayes and 0 nays.

Animal Services Center Advisory Board
Joseph Jenkins III, Place 1 - term set to expire 06/30/2018
Regina Sobieski, Place 7 - term set to expire 06/30/2018

RESOLUTION NO. 16-117

Building Code Board of Appeals
James Putnam, Place 1 - term set to expire 06/30/2018
Don Gatzke, Place 7 - term set to expire 06/30/2018

RESOLUTION NO. 16-118

Citizens Environmental Committee
Cynthia Rowe, Place 1 - term set to expire 06/30/2018
Tellamecus Forsythe, Place 7 - term set to expire 06/30/2018

RESOLUTION NO. 16-119

Electrical Board
David Hoelke, Place 1 - term set to expire 06/30/2018
Jimmie Johnson, Place 6 - term set to expire 06/30/2018
Mark Bringhurst, Place 7 - term set to expire 06/30/2018

RESOLUTION NO. 16-120

Emergency Physician's Advisory Board
Alana Snyder, Place 1 - term set to expire 06/30/2018
Gregory Mathios, Place 7 - term set to expire 06/30/2018

RESOLUTION NO. 16-121

Ethics Review Commission
Jeffrey Rutledge, Place 1 - term set to expire 06/30/2018
Connie Kerr, Place 7 - term set to expire 06/30/2018

RESOLUTION NO. 16-122

Housing Authority
Aaron Pierce, Place 2 - term set to expire 06/30/2018
Curtis Boozer, Place 3 - term set to expire 06/30/2018
Tiffany Shelton, Place 4 - term set to expire 06/30/2018

RESOLUTION NO. 16-123

Landmark Preservation Commission
Helena Montgomery, Place 1 - term set to expire 06/30/2018
Lisa Allen, Place 2 - term set to expire 06/30/2018

RESOLUTION NO. 16-124

Library Board
Claudia Gray, Place 1 - term set to expire 06/30/2018
Margaret McClure, Place 7 - term set to expire 06/30/2018

RESOLUTION NO. 16-125

Mechanical and Plumbing Code Board of Appeals
Homer Dudley, Place 1 - term set to expire 06/30/2018

RESOLUTION NO. 16-126

Park and Recreation Board
Nick Stanley, Place 1 - term set to expire 06/30/2018
Jacob Sumpter, Place 6 - term set to expire 06/30/2018
Grace Darling, Place 7 - term set to expire 06/30/2018

RESOLUTION NO. 16-127

Planning and Zoning Commission
Helen Moise, Place 1 - term set to expire 06/30/2018
Stephanie Woehr, Place 2 - term set to expire 06/30/2018
Harry Croxton, Place 7 - term set to expire 06/30/2018

RESOLUTION NO. 16-128

Special Transportation Advisory Board
Kelvin McHenry, Place 1 - term set to expire 06/30/2018
Reecia Stoglin, Place 7 - term set to expire 06/30/2018

RESOLUTION NO. 16-129

Teen Court Advisory Board
Cynthia Smith, Place 1 - term set to expire 06/30/2018
Hannah Lei, Place 10 - term set to expire 06/30/2018
Karen Yang, Place 12 - term set to expire 06/30/2018
Benjamin Chan, Place 13 - term set to expire 06/30/2018

RESOLUTION NO. 16-130

Zoning Board of Adjustment
Richard Moise, Place 1 - term set to expire 06/30/2018
Charles DeSassure, Place 6 - term set to expire 06/30/2018
David DeVries, Place 7 - term set to expire 06/30/2018
James Minge, Place 11 - term set to expire 06/30/2018

RESOLUTION NO. 16-131

V. SPEAKER GUIDELINES AND GENERAL DECORUM

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

VI. APPROVAL OF ITEMS FROM EXECUTIVE SESSION

1. All Cash Contract of Sale - Knapp - 6700 New York Avenue
   A resolution authorizing the City Manager, or his designee, to execute an All Cash Contract of Sale with James Christopher Knapp, for the purchase of fee simple property rights in land being approximately 3.0 acres located in Tarrant County, Texas, with a physical address being 6700 New York Avenue, Arlington, Texas 76002, being a tract of land out of the Peter Rouche Survey, Abstract Number 1339, Tract 2a02, located in the City of Arlington, Tarrant County, Texas.

Richard Weber, 2703 Crestmoor Ct., 76016 appeared in opposition of the proposed resolution.

Funding is available in Park Capital Account No. 508501-68000-53580598.

RESOLUTION NO. 16-132

2. All Cash Contract of Sale - 7300 US Highway 287 - Paul G. Middleton
   A resolution authorizing the City Manager, or his designee, to execute an All Cash Contract of Sale with Paul Gene Middleton, for the purchase of fee simple property rights in land being approximately 1.695 acres located in Tarrant County, Texas, with a physical address being 7300 US Highway 287, Arlington, Texas 76001, being a tract of land out of the A.D. Hendenburg Survey, Abstract Number 725, in the City of Arlington, Tarrant County, Texas.

Richard Weber, 2703 Crestmoor Ct., 76016 appeared in opposition of the proposed resolution.

Funding is available in Park Capital Account No. 508501-68002-535140598.

RESOLUTION NO. 16-133

3. Lease Agreement with Bell Helicopter Textron
   A resolution authorizing the City Manager or his designee to negotiate and execute a Lease Agreement with Bell Helicopter Textron, Inc. relative to the lease of approximately 53.92 acres of land out of the W. D. Lacy Survey, Abstract No. 929, City of Arlington Tarrant County Texas, also known as Lot 9, Block A, Arlington Municipal Airport Addition, an addition to the City of Arlington, Tarrant County, Texas, and adjacent to the Arlington Municipal Airport.

Karen VanWinkle, Airport Manager, presented the proposed resolution to Council.

RESOLUTION NO. 16-134

Councilmember R. Shepard made a motion to approve all items from Executive Session. Seconded by Councilmember L. Wolff, the motion carried with 8 ayes and 0 nays.

VII. APPROVAL OF MINUTES

Afternoon Meeting, June 7, 2016
Evening Meeting, June 7, 2016
Special Meeting, June 14, 2016

Councilmember L. Wolff made a motion to approve minutes from the June 7, 2016 Afternoon and Evening Meetings, and the minutes from the June 14, 2016 Special Meeting. Seconded by Councilmember K. Wilemon, the motion carried with 8 ayes and 0 nays.

VIII. APPROVAL OF CONSENT AGENDA

Councilmember K. Wilemon made a motion to approve all items from the Consent Agenda, with the exception of Item No. VIII.C.4. Seconded by Councilmember R. Shepard, the motion carried with 8 ayes and 0 nays.

A. Minute Orders

1. Renovation and Repair of Two T-Hangar Buildings at the Arlington Municipal Airport, Bid Project 16-0147 **(MO06282016-001)**
   Authorize the City Manager or his designee to purchase renovation and repair services for the T-Hangar Buildings located at the Arlington Municipal Airport with LMC Corporation of Denton, Texas, through the Texas Local Government Purchasing Cooperative (TLGPC) in the estimated amount of $300,000, and execute any and all documents necessary to carry out such purchase. Funds are budgeted in Arlington Municipal Airport Account No. 358501-51450499-68101.

2. Negotiate and Execute a Three-Year Contract for Food and Beverage Services at the Arlington Convention Center, Bid Project 16-0101 **(MO06282016-002)**
   Authorize the City Manager or his designee to negotiate and execute a three-year contract for food and beverage services at the Arlington Convention Center with Levy Premium Foodservice, LLC of Chicago, Illinois, in the estimated amount of $300,000, and execute any and all documents necessary to carry out such contract. Fees and bonuses will be paid from Convention Center sales proceeds.

3. Negotiate and Execute a Five-Year Contract for Mobile Application System for the City's Action Center, Bid Project 16-0009 **(MO06282016-003)**
   Authorize the City Manager or his designee to negotiate and execute a five-year contract for mobile application for the City's Action Center with Accela, Inc. of San Ramon, California for an estimated amount of $208,902, and execute any and all documents necessary to carry out such contract. The one-time purchase cost is for an estimated amount of $43,000 and includes conversion services, project manager, travel and training and first year of hosted fees. Funds are budgeted in Information Technology Account No. 980252-63142. The annual technology hosted fees for FY 2017, 2018, 2019 will be budgeted in Management Resources Action Center's Account No. 150301-61002 and subject to budget approval.

4. Construction Contract for the Laguna Vista Drainage Improvements with Water and Sanitary Sewer Renewals; Project No. PWDR13002 **(MO06282016-004)**
   Authorize the City Manager or his designee to execute a construction contract with ARK Contracting Services, LLC, of Kennedale, Texas, for the Laguna Vista Drainage

Improvements with Water and Sanitary Sewer Renewals in an amount not to exceed $4,131,925. The contract includes a maximum bonus of $80,000, for a possible contract total of $4,211,925. Funding is available in the following accounts: Stormwater Utility Fund Account No. 308501-68151-10720199 [$3,126,734.82], Water Bond Fund Account No. 658502-68252-18154205 [$868,845.95], and Sanitary Sewer Bond Fund Account No. 648502-68250-17975204 [$216,344.23].

Councilmember R. Shepard abstained on this item.

5. Construction Contract for Rush Creek Dog Park, Project No. PKPL15004 **(MO06282016-005)**
Authorize the City Manager or his designee to execute a construction agreement with Encino Landscape, Inc. of Cleveland, Texas for Rush Creek Dog Park in the amount not to exceed $722,001.09. Funding is available in Parks Bond Fund Account No. 508503-53490599-68101 [$631,002] and Parks Capital Fund Account No. 508501-53750598-68101 [$90,999.09].

6. Annual Requirements Contract for the Purchase of Computer Equipment and Related Services, Bid Project 16-0105 **(MO06282016-006)**
Authorize the City Manager or his designee to execute an annual requirements contract for the purchase of computer equipment and related services, including but not limited, to computer hardware, servers, storage, networking equipment, and maintenance for improvements to the City's existing IT environment through the State of Texas Department of Information Resources (DIR), which is part of the State of Texas Cooperative Purchasing Program, in an estimated amount of $2,450,000, and execute any and all documents necessary to carry out such contract. Funds are budgeted in various departmental accounts.

7. Annual Requirements Contract for the Purchase of Software for Desktop and Network Operations, Bid Project 16-0106 **(MO06282016-007)**
Authorize the City Manager or his designee to execute an annual requirements contract for the purchase of software and other services including maintenance, services related to maintenance and advice for desktop and network operations through the State of Texas Department of Information Resources (DIR), which is part of the State of Texas Cooperative Purchasing Program in the estimated amount of $1,756,000, and execute any and all documents necessary to carry out such contract. Funds are budgeted in various departmental and grant accounts.

8. Annual Requirements Contract for Supplemental Highway Right-of-Way Mowing, Bid Project 16-0120 **(MO06282016-008)**
Authorize the City Manager or his designee to execute an annual requirements contract for supplemental highway right-of-way mowing with Lawn Patrol Service, Inc. of Fort Worth, Texas in the estimated amount of $85,320, and execute any and all documents necessary to carry out such contract. Funds are budgeted in Parks and Recreation Account No. 502702-63143.

9. Engineering Services Contract for High Point (Cooper to Arbrook) Water and Sanitary Sewer Renewal; Project No. WUOP16012 **(MO06282016-009)**
Authorizing the City Manager or his designee to execute an Engineering Services Contract with Jerry Parché Consulting Engineers, of Arlington, Texas, for the design of the High Point

(Cooper to Arbrook) Water and Sanitary Sewer Renewal, in an amount not to exceed $133,300. Funding is available in the following accounts: Water Bond Fund Account No. 658502-18132205-61043 [$38,200], Sanitary Sewer Bond Fund Account No. 648502-17964204-61043 [$65,500], Street Bond Fund Account No. 358504-65890698-61043 [$29,600].

10. Engineering Services Contract for Matlock Road (Bardin Road to Green Oaks Boulevard); Project No. PWST16007 **(MO06282016-010)**
Authorizing the City Manager or his designee to execute an Engineering Services Contract with Pacheco Koch Consulting Engineers, Inc., of Fort Worth, Texas, for the design of Matlock Road (Bardin Road to Green Oaks Boulevard) in an amount not to exceed $935,177. Funding is available in the Street Bond Fund Account No. 358504-61043-65860698.

11. Engineering Services Contract for the Review of Flood Studies and Detention Analysis for Development Projects; Project No. PWDR16002A **(MO06282016-011)**
Authorizing the City Manager or his designee to execute an Engineering Services Contract with Halff Associates, Inc., of Grand Prairie, Texas, for the Review of Flood Studies and Detention Analysis for Development Projects in an amount not to exceed $50,000. Funding is available in Storm Water Utility Fund Account No. 308501-61043-11140199.

12. Engineering Services Contract for Timberlake Drive (SH 303 to Park Row Drive); Project No. PWST16006 **(MO06282016-012)**
Authorizing the City Manager or his designee to execute an Engineering Services contract with Kimley-Horn and Associates, of Irving, Texas, for the design of Timberlake Drive (SH 303 to Park Row Drive) in an amount not to exceed $377,600. Funding is available in the following accounts: Street Bond Fund Account No. 358504-61043-65810698 [$287,600], Water Bond Fund Account No. 658502-61043-18131205 [$27,000], and Sanitary Sewer Bond Fund Account No. 648502-61043-17963204 [$63,000].

13. Engineering Services Contract for Water Treatment Electrical Power Distribution Improvements and Back-Up Power Modifications Design, City of Arlington; Project No. WUTR14009 **(MO06282016-013)**
Authorizing the City Manager or his designee to execute an Engineering Services Contract with Gupta and Associates, Inc., of Dallas, Texas, for the design of the Water Treatment Electrical Power Distribution Improvements and Back-Up Power Modifications, in an amount not to exceed $1,682,082. Funding is available in Water Bond Fund Account No. 658502-18077205-61043.

14. Engineering Services Contract for Davis Upper Pressure Plane Expansion Phase 1; Project No. WUOP16011 **(MO06282016-014)**
Authorizing the City Manager or his designee to execute an Engineering Services Contract with Halff Associates, Inc., of Dallas, Texas, for the design of the Davis Upper Pressure Plane Expansion Phase 1, in an amount not to exceed $334,708. Funding is available in the following accounts: Water Bond Fund Account No. 658502-18140205-61043 [$203,480], Sanitary Sewer Bond Fund Account No. 648502-17973204-61043 [$104,818], and Street Bond Fund Account No. 358504-65900698-61043 [$26,410].

15. Contract Modification No.1 to the Engineering Services Contract for the Texas Rangers Parking Lot R; Project No. PWS16010 **(MO06282016-015)**

Authorizing the City Manager or his designee to execute Contract Modification No. 1 to the engineering services contract with Mycoskie McInnis Associates, Inc. (MMA), of Arlington, Texas, for the design of Texas Rangers Parking Lot R project, in the amount of $58,500. Funding is available in Public Works Account No. 728502-61043-35100199.

Richard Weber, 2703 Crestmoor Ct., 76016 appeared in opposition of the proposed minute order.

16. Design Contract for East Arlington Recreation Center, East Branch Library, and Bob Cooke Park Improvements; Project No. CMPK15001 **(MO06282016-016)**
Authorize the execution of an agreement with Brinkley-Sargent-Wiginton Architects, of Dallas, Texas, for design services for the new East Arlington Recreation Center, East Branch Library, and Bob Cooke Park improvements in an amount not to exceed $2,292,771. Funding is available in the following accounts: Library Bond Fund Account No. 968501-61043-89541199 [$500,000], Parks Bond Fund Account No. 508503-61002-53540599 [$1,775,156], Parks Bond Fund Account No. 508503-61043-53540599 [$9,990], and Parks Bond Fund Account No. 508503-61043-53410599 [$7,625].

17. Design Contract for Deaver Park, Project No. PKPL16007 **(MO06282016-017)**
Authorize the City Manager or his designee to execute a consultant services contract with Jacobs Engineering Group, Inc. of Dallas, Texas, for the Deaver Park project in the amount not to exceed $100,200. Funding is available in Park Bond Account No. 508503-53570599-61043.

18. Purchase and Installation of Playground Equipment and Shade Structure for Vandergriff Park, Bid Project 16-0145
Authorize the City Manager or his designee to purchase and install new playground equipment and shade structure at Vandergriff Park in the estimated amount of $233,461.62, and execute any and all documents necessary to carry out such purchase. Funds are available in Park Capital Account No. 508501-53320595-68101.

• Playground equipment will be purchased and installed by Child's Play, Inc. of Dallas, TX, through the Texas Local Government Purchasing Cooperative (TLGPC) in the estimated amount of $177,164.00. **(MO06282016-018)**

• Shade structure will be purchased and installed by Shade Structures, Inc. of Dallas, TX, through the Texas Local Government Purchasing Cooperative (TLGPC) in the estimated amount of $56,297.62. **(MO06282016-019)**

19. Purchase of Resale Items for the Parks and Recreation Department, Bid Project 16-0143 **(MO06282016-020)**
Authorize the City Manager or his designee to purchase food and merchandise products for resale at various Parks and Recreation Department locations in the estimated amount of $2,468,380, and execute any and all documents necessary to carry out such purchase. In accordance with the Texas Local Government Code, Section 252.022(14), goods purchased by a municipality for resale are exempt from competitive bidding statutes. Revenues generated from these sales are allocated in various departmental accounts and are used to partially offset operation and maintenance costs for the various facilities.

20. Purchase of Six (6) Replacement Vehicles, Bid Project 16-0132 **(MO06282016-021)**
Authorize the City Manager or his designee to approve the purchase of six (6) replacement

vehicles with Silsbee Fleet Group of Silsbee, Texas in the estimated amount of $187,807.

• One (1) Ford Escape sport utility vehicle and one (1) Ford F550 Crew Truck to be purchased through the Texas Local Government Purchasing Cooperative (TLGPC) in the estimated amount of $105,575.

• Four (4) Ford F150 pick-up trucks to be purchased thru through the State of Texas Cooperative Purchasing Program in the estimated amount of $82,232,

And, execute any and all documents necessary to carry out such purchase. Funds are budgeted in the Water Department's Fixed Asset/Motor Vehicle Account No. 600101-68200.

Richard Weber, 2703 Crestmoor Ct., 76016 appeared in opposition of the proposed minute order.

21. Purchase of Sanitary Sewer Stop Equipment, Bid Project 16-0137 **(MO06282016-022)**
Authorize the City Manager or his designee to approve the purchase of a mobile vehicle equipped with sewer stop equipment to be purchased with Houston Freightliner of Houston, Texas through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program in the amount of $264,714, and execute any and all documents necessary to carry out such purchase. Funds are budgeted in the Water Department's Fixed Asset/Motor Vehicle Account No. 600101-68200.

B. Consent Agenda Ordinances - Final Readings

1. Zoning Case PD16-5 (Arby's - 8200 Matlock Road)
Approve a request to change the zoning of property to Planned Development (PD) for Community Commercial (CC) uses limited to a Restaurant with Drive-Through, with a Development Plan on approximately 0.83 acres out of approximately 3.02 acres zoned Office Commercial (OC) and generally located south of West Turner Warnell Road and west of Matlock Road. Final reading of an ordinance changing the zoning classification on certain property known as 8200 Matlock Road to Planned Development (PD) for Community Commercial (CC) uses limited to Restaurant with Drive-Through, with a Development Plan and amending the Zoning District Map accordingly.

ORDINANCE NO. 16-031

2. Youth Programs Standards of Care
Final reading of an ordinance adopting the City of Arlington Youth Programs Standards of Care.

ORDINANCE NO. 16-032

C. Consent Agenda Resolutions

1. Time Warner Cable Enterprises, LLC-Amendment to Master Agreement
A resolution authorizing the City Manager or his designee to negotiate and execute a Use Agreement with Time Warner Cable Enterprises, LLC, relative to the installation of Wi-Fi equipment facilities within various City of Arlington recreational centers and properties.

RESOLUTION NO. 16-135

2. Lease Agreement-Optimist Club of Arlington - 700 Mary Street - Senter Park
A resolution authorizing the City Manager or his designee to execute a Lease Agreement with the Optimist Club of Arlington, relative to leasing a portion of land located at 700 Mary Street, City of Arlington, Tarrant County, Texas; also known as Senter Park.

RESOLUTION NO. 16-136

3. Support for Partnership Position Regarding Texas Central's Delivery of High-Speed Rail
A resolution supporting the Partnership Position Regarding Texas Central's Delivery of High-Speed Rail between Downtown Dallas and Houston, entered into by and between Texas Central Partners, LLC and North Central Texas Council of Governments.

RESOLUTION NO. 16-137

4. Agreement Modification and Extension for the Metro ArlingtonXpress (MAX) Bus Service
A resolution authorizing the execution of an Agreement Modification and Extension with Dallas Area Rapid Transit Bus Service LGC (DART) and The Fort Worth Transportation Authority (The T) for the Metro ArlingtonXpress (MAX) bus service.

Richard Weber, 2703 Crestmoor Ct., 76016 appeared in opposition; and, Brantley Hinshaw, 111 Varsity Cir., 76013, appeared in support of the proposed resolution.

Councilmember K. Wilemon made a motion to approve a resolution authorizing the execution of an Agreement Modification and Extension with Dallas Area Rapid Transit Bus Service LGC (DART) and The Fort Worth Transportation Authority (The T) for the Metro ArlingtonXpress (MAX) bus service. Seconded by Councilmember R. Rivera, the motion carried with the following vote:

AYES:	Mayor J. Williams , Councilmember R. Rivera, Councilmember K. Wilemon, Councilmember L. Wolff, Councilmember R. Shepard and Councilmember M. Glaspie
NAYS:	Councilmember C. Parker and Councilmember V. Farrar-Myers
ABSTAIN:	None

RESOLUTION NO. 16-138

5. Landscape Maintenance Agreement with Texas Department of Transportation for Supplemental Highway Right-of-Way Mowing
A resolution authorizing the execution of a Landscape Maintenance Agreement that revises the Municipal Maintenance Agreement with the Texas Department of Transportation to allow for required maintenance of IH-20, IH-30, and SH 360 right-of-ways within Arlington.

Funding is available in Park and Recreation General Fund Account No. 50270561002.

RESOLUTION NO. 16-139

6. Reserve Officer Appointments
A resolution appointing the Arlington Police Department's Police Reserve Unit.

RESOLUTION NO. 16-140

7. COPS Community Policing Development Program
A resolution authorizing the acceptance of a grant from the United States Department of Justice Office of Community Oriented Policing Services (COPS) for funding in the amount of $49,928 over two years through the COPS Community Policing Development Program to produce COPS-Talk, a web-based video series designed to address current issues in policing for both a local and national audience of law enforcement and community members and authorizing the execution of contracts and other documents relative to the submission and later acceptance of such grant.

RESOLUTION NO. 16-141

8. CJD State Body Worn Camera Program Grant Acceptance
A resolution authorizing the acceptance of funds in the amount of $225,000 from the Criminal Justice Division of the Office of the Governor relative to body worn cameras and authorizing the execution of documents relative to the acceptance of such grant.

Matching funds are budgeted in Police Department Operations Account No. 810301-61002.

RESOLUTION NO. 16-142

9. FY2016 Justice Assistance Grant Program - MOU/Interlocal Agreement
A resolution authorizing the negotiation and execution of any and all documents related to the FY 2016 Bureau of Justice Assistance Block Grant Program shared funds in the amount of $552,581 with the Cities of Bedford, Fort Worth, Hurst and North Richland Hills, and Tarrant County.

RESOLUTION NO. 16-143

10. Emergency Repair of Findlay 66-inch Sanitary Sewer; Project No.WUOP16003
A resolution declaring an emergency relative to the repair to the Findlay Linear Park 66-inch sanitary sewer encasement structure and authorizing retroactive approval of contracts with JQ Infrastructure, LLC, of Dallas, Texas, in an amount not to exceed $28,000 and Austin Filter Systems, Inc. of Austin, Texas, in an estimated amount of $255,000.

Funds are available in Sanitary Sewer Bond Account Nos. 648502-17962204-61043 [$28,000] and 648502-17962204-68250 [$255,000].

RESOLUTION NO. 16-144

IX. ITEMS TO BE WITHDRAWN FROM THE CONSENT AGENDA

Item No. VIII.C.4 was removed from the Consent agenda for separate consideration.

X. CONSIDER AND VOTE ON WITHDRAWN ITEMS

XI. PUBLIC HEARINGS: ORDINANCES FIRST AND/OR FINAL READING

A. Public Hearing - Ordinances First Reading

1. Zoning Case PD07-5R4 (Revised Viridian Planned Development - 1200 Viridian Park Lane) Following the public hearing, consider a request for a change in the zoning of property to Planned Development (PD) for certain institutional uses; certain office uses; certain recreation and entertainment uses; certain residential and lodging uses; certain retail and personal service uses; certain temporary uses; certain utilities, communication, and transportation uses; the following miscellaneous uses: distribution centers, dredging, gas drilling and production, community centers, libraries, medical clinic or ambulatory surgical centers, boutique hotels, condominiums, extended care facilities, car washes, custom and craft work, farmers market, gasoline sales, personal services, veterinarian clinic, temporary outdoor sales, and radio, television, or microwave tower, and related accessory uses on 19.997 acres zoned Residential Estate (RE) and Planned Development (PD) for certain institutional uses; certain office uses; certain recreation and entertainment uses; certain residential and lodging uses; certain retail and personal service uses; certain temporary uses; certain utilities, communication, and transportation uses; the following miscellaneous uses: distribution centers, dredging, gas drilling and production, community centers, libraries, medical clinic or ambulatory surgical centers, boutique hotels, condominiums, extended care facilities, car washes, custom and craft work, farmers market, gasoline sales, personal services, veterinarian clinic, temporary outdoor sales, and radio, television, or microwave tower, and related accessory uses generally located north of Northeast Green Oaks Boulevard and east of North Collins Street.

   ORDINANCE FIRST READING
   First reading of an ordinance revising the zoning classification on certain property known as the B. Barney Baker property with the addition of 19.997 acres as well as adopting Concept Brief PD07-5R4 and amending the Zoning District Map accordingly.

Mayor J. Williams abstained from this item; therefore, Mayor Pro Tem M. Glaspie proceeded with the public hearing.

The public hearing regarding Zoning Case PD07-5R4 (Revised Viridian Development - 1200 Viridian Park Lane) opened at 7:25 p.m. Bob Kembel, 1301 Blue Lake Blvd., 76005, presented the proposed ordinance to Council. Two individuals registered in support of the proposed ordinance. There being no others, the public hearing closed at 7:36 p.m.

Councilmember R. Shepard made a motion to approve first reading of an ordinance revising the zoning classification on certain property known as the B. Barney Baker property with the addition of 19.997 acres as well as adopting Concept Brief PD07-5R4 and amending the Zoning District Map accordingly. Seconded by Councilmember R. Rivera, the motion carried with the following vote:

AYES:	Councilmember C. Parker, Councilmember R. Rivera, Councilmember K. Wilemon, Councilmember L. Wolff, Councilmember R. Shepard, Councilmember V. Farrar-Myers and Councilmember M. Glaspie
NAYS:	None
ABSTAIN:	Mayor J. Williams

FIRST READING

2. Zoning Case PD16-7 (Edgefield - 901 Debbie Lane)
Following the public hearing, consider a request for a change in the zoning of property to Planned Development (PD) for Residential Single-Family 7.2 (RS-7.2) uses, with a Development Plan on approximately 12.17 acres zoned Planned Development (PD) for Community Commercial (CC) and generally located north of Debbie Lane and south of South Collins Street.

ORDINANCE FIRST READING
First reading of an ordinance changing the zoning classification on certain property known as 901 Debbie Lane to Planned Development (PD) for Residential Single-Family 7.2 (RS-7.2) uses, with a Development Plan and amending the Zoning District Map accordingly.

The public hearing regarding Zoning Case PD16-7 (Edgefield - 901 Debbie Lane) opened at 7:37 p.m. Scott Sandlin, 5137 Davis Blvd., North Richland Hills, 76180, presented the proposed ordinance to Council. Six individuals registered in support of the proposed ordinance. There being no others, the public hearing closed at 7:40 p.m.

Councilmember R. Rivera made a motion to approve first reading of an ordinance changing the zoning classification on certain property known as 901 Debbie Lane to Planned Development (PD) for Residential Single-Family 7.2 (RS-7.2) uses, with a Development Plan and amending the Zoning District Map accordingly. Seconded by Councilmember M. Glaspie, the motion carried with 8 ayes and 0 nays.

FIRST READING

B. Public Hearing - Ordinances First and Final Emergency Reading

1. Zoning Case PD16-8 (A.E. Petsche/Arrow Electronics - 1501 Nolan Ryan Expressway)
Following the public hearing, consider first and final reading of a request for a change in the zoning of property to Planned Development (PD) for Entertainment District Overlay-Community Commercial (EDO-CC) uses, with exclusions, plus Wholesale Supply Business exceeding 10,000 square-feet and Distribution Center/Warehouse, with a Development Plan on approximately 3.939 acres zoned Entertainment District Overlay-Community Commercial (EDO-CC) and generally located north of Nolan Ryan Expressway and west of AT&T Way.
First and final emergency reading of an ordinance changing the zoning classification on certain property known as 1501 Nolan Ryan Expressway to Planned Development (PD) for Entertainment District Overlay-Community Commercial (EDO-CC) uses, with exclusions, plus Wholesale Supply Business exceeding 10,000 square-feet and Distribution Center/Warehouse, with a Development Plan and amending the Zoning District Map accordingly.

The public hearing regarding Zoning Case PD16-8 (A.E. Petsche/Arrow Electronics - 1501 Nolan Ryan Expressway) opened at 7:41 p.m. Chris Delzell, 2625 Brookside Dr., Irving, 75063, presented the proposed ordinance to Council. Steve Burridge, 9505 157 Avenue, Queens, New York, 11414, appeared in support of the proposed ordinance. Two individuals registered in support of the proposed ordinance. There being no others, the public hearing closed at 7:52 p.m.

Councilmember C. Parker made a motion to approve first and final emergency reading of an ordinance changing the zoning classification on certain property known as 1501 Nolan Ryan Expressway to Planned

Development (PD) for Entertainment District Overlay-Community Commercial (EDO-CC) uses, with exclusions, plus Wholesale Supply Business exceeding 10,000 square-feet and Distribution Center/Warehouse, with a Development Plan and amending the Zoning District Map accordingly. Seconded by Councilmember R. Rivera, the motion carried with 8 ayes and 0 nays.

ORDINANCE NO. 16-033

XII. ORDINANCES - FIRST AND/OR FINAL READINGS

A. Ordinances - First and Final Readings

1. Interstate Highway 30 Construction Speed Limit
First and final reading of an ordinance amending the "Traffic and Motor Vehicles" Chapter of the Code of the City of Arlington, Texas, 1987, through the amendment of Article III, Speed Regulations, Section 3.02, Speed Limits on State and Federal Highways, relative to a construction zone speed limit on Interstate Highway 30; providing for a fine of up to $200 for each offense in violation of the ordinance; providing this ordinance be cumulative; providing for severability; providing for governmental immunity; providing for injunctions; providing for publication; declaring an emergency measure and establishing an effective date.

Keith Brooks, Assistant Director, Public Works and Transportation Department, presented the proposed ordinance to Council.

Councilmember R. Rivera made a motion to approve first and final reading of an ordinance amending the "Traffic and Motor Vehicles" Chapter of the Code of the City of Arlington, Texas, 1987, through the amendment of Article III, Speed Regulations, Section 3.02, Speed Limits on State and Federal Highways, relative to a construction zone speed limit on Interstate Highway 30; providing for a fine of up to $200 for each offense in violation of the ordinance; providing this ordinance be cumulative; providing for severability; providing for governmental immunity; providing for injunctions; providing for publication; declaring an emergency measure and establishing an effective date. Seconded by Councilmember L. Wolff, the motion carried with 8 ayes and 0 nays.

ORDINANCE NO. 16-034

B. Ordinances- First Reading

1. Arlington Municipal Airport Speed Limit Revisions
First reading of an ordinance amending the "Traffic and Motor Vehicles" Chapter of the Code of the City of Arlington, Texas, 1987, through the amendment of Article III, Speed Regulations, Section 3.08, Speed Limits at the Arlington Municipal Airport, relative to speed limits at the Arlington Municipal Airport; providing for a fine of up to $200 for each offense in violation of the ordinance; providing this ordinance be cumulative; providing for severability; providing for governmental immunity; providing for injunctions; providing for publication and becoming effective ten days after first publication.

Keith Brooks, Assistant Director, Public Works and Transportation Department, presented the proposed ordinance to Council.

Councilmember R. Rivera made a motion to approve first reading of an ordinance amending the "Traffic and Motor Vehicles" Chapter of the Code of the City of Arlington, Texas, 1987, through the amendment of Article

III, Speed Regulations, Section 3.08, Speed Limits at the Arlington Municipal Airport, relative to speed limits at the Arlington Municipal Airport; providing for a fine of up to $200 for each offense in violation of the ordinance; providing this ordinance be cumulative; providing for severability; providing for governmental immunity; providing for injunctions; providing for publication and becoming effective ten days after first publication. Seconded by Councilmember R. Shepard, the motion carried with 8 ayes and 0 nays.

FIRST READING

XIII. MINUTE ORDERS

A. Minute Orders:

1. (TABLED) Negotiate and Execute a Contract for Electricity Supply, Bid Project 16-0134 **(MO06282016-023)**
   Authorize the City Manager or his designee to negotiate and execute either a 7-year or 9-year contract for Electricity Supply for the City of Arlington with one of the following companies for an estimated total amount of $55,000,000, and execute any and all documents necessary to carry out such contract.

   • Reliant Energy of Houston, Texas
   • Texas General Land Office (GLO) of Austin, Texas
   • TXU of Irving, Texas

Councilmember R. Shepard made a motion to remove from the table a minute order authorizing the City Manager or his designee to negotiate and execute either a 7-year or 9-year contract for Electricity Supply for the City of Arlington with one of the following companies for an estimated total amount of $55,000,000, and execute any and all documents necessary to carry out such contract.

• Reliant Energy of Houston, Texas
• Texas General Land Office (GLO) of Austin, Texas
• TXU of Irving, Texas.

Seconded by Councilmember L. Wolff, the motion carried with 8 ayes and 0 nays.

Councilmember R. Shepard made a motion to approve a minute order authorizing the City Manager or his designee to negotiate and execute either a 7-year or 9-year contract for Electricity Supply for the City of Arlington with one of the following companies for an estimated total amount of $55,000,000, and execute any and all documents necessary to carry out such contract.

• Reliant Energy of Houston, Texas
• Texas General Land Office (GLO) of Austin, Texas
• TXU of Irving, Texas.

Seconded by Councilmember V. Farrar-Myers, the motion carried with 8 ayes and 0 nays.

XIV. ANNOUNCEMENTS

XV. CITIZEN PARTICIPATION

There being no further business, the meeting adjourned at 8:05 p.m.

APPROVED:

W. Jeff Williams, Mayor

ATTEST:

Mary W. Supino, City Secretary

Staff Report

Two-Year Requirements Contract for Commercial Wireless Services and Equipment, Bid Project 16-0107	
City Council Meeting Date: 8-2-16	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to approve the two-year requirements contract for the purchase of commercial wireless services and equipment with AT&T Mobility National Accounts, LLC through the State of Texas Department of Information Resources (DIR), which is part of the State of Texas Cooperative Purchasing Program in the estimated amount of $720,000.

PRIOR BOARD OR COUNCIL ACTION

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

ANALYSIS

This agreement is for commercial wireless voice and data services for the majority of the City of Arlington. The City currently has approximately 120 cellular enabled tablets, 175 cellular phones and 450 data access devices in use by various departments including Animal Services, Aviation, Convention Center, Community Development & Planning, Finance, Management Resources, Fire, Handitran, Information Technology, Parks and Recreation, Police, Public Works and Water Utilities.

Cellular voice and data access services are used to support the City's mobile workforce, while enhancing and improving communication within the City's service areas. Cellular voice service provides for voice connectivity with handheld and portable devices. Data service provides access for connectivity between hand-held portable devices and laptops, and the City's network, providing rapid messaging as a way to distribute time-critical notifications to public safety and City management personnel.

This service is an essential communication tool between Emergency Operation Center command staff and other government agencies in the event of impending life-threatening conditions such as Homeland Security incidents, hazardous material exposure and severe weather conditions.

Contract term: July 1, 2016 through June 10, 2018

FINANCIAL IMPACT

Based on previous usage and each City department's internal review of their wireless services, utilizing the contract through the State of Texas Cooperative Purchasing Program provides the best value for the City. AT&T Mobility National Accounts, LLC of Dallas, Texas is currently under contract with the State of Texas Cooperative Purchasing Program and can provide the wireless services in the estimated amount of $720,000. This is a two-year agreement that is reviewed bi-annually. The projected financial impact for this contract term is as follows:

FY 2016	FY 2017	FY 2018
$90,000	$360,000	$270,000

Funds are budgeted in various departmental accounts and subject to FY2017 and future budget approval.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Dennis John	Janice Hughes, CPPB	Mike Finley
Chief Information Officer	Sr. Purchasing Agent	Director of Finance
817-459-6704	817-459-6304	817-459-6403
Dennis.John@arlingtontx.gov	Janice.Hughes@arlingtontx.gov	Mike.Finley@arlingtontx.gov

Staff Report

Two-Year Requirements Contract for Local and Long Distance Telephone and Internet Services, Bid Project 16-0153	
City Council Meeting Date: 8-2-16	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to execute a two-year requirements contract for local and long distance telephone and internet services with the Department of Information Services (DIR) of Austin, Texas through the State of Texas Cooperative Purchasing Program in the estimated amount of $532,000.

PRIOR BOARD OR COUNCIL ACTION

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

ANALYSIS

This is a requirements contract for local digital and long distance phone and internet services. The local digital service provides connectivity for incoming and outgoing calls via the City's VoIP telephone system. Long distance services are used to conduct city business outside of the local calling area. Internet services include equipment, maintenance and technical support. Internet services provide internet access for various functions including staff access to the city's cloud based applications, email communications, research, etc., as well as online citizen access to city information and programs. Additionally, internet services are provided for convention center wireless, public internet (COA-ONLINE), Motorola P25 Radio backup circuits and secure in vehicle communications for Public Safety.

Contract term: August 1, 2016 - July 31, 2018

FINANCIAL IMPACT

Utilizing this contract through the State of Texas Cooperative Purchasing Program provides the best value for the City. DIR will provide local and long distance telephone services and internet services for an estimated amount of $532,000. The project financial impact for this contract term is:

FY 2016	FY 2017	FY 2018
$44,333	$221,667	$266,000

Funds are budgeted in various departmental accounts and subject to FY2017 and future budget approval.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

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

Staff Report

Update of the Thoroughfare Development Plan	
City Council Meeting Date: 08-02-16	Action Being Considered: Minute Order

RECOMMENDATION

Approve a minute order authorizing the City Manager or his designee to execute a contract in an amount not to exceed $65,000 with Kimley-Horn and Associates, Inc. for an update to the Thoroughfare Development Plan.

PRIOR BOARD OR COUNCIL ACTION

On June 28, 2011, City Council adopted the 2011 Thoroughfare Development Plan via Ordinance No. 11-037 by a vote of 7-2-0.

On April 2, 2013, City Council adopted revisions to the Thoroughfare Development Plan via Ordinance No. 13-011 by a vote of 9-0-0.

On February 25, 2014, City Council adopted revisions to the Thoroughfare Development Plan via Ordinance No. 14-013 by a vote of 8-0-0.

On October 27, 2015, City Council adopted revisions to the Thoroughfare Development Plan via Ordinance No. 15-049 by a vote of 8-0-1 and Ordinance No. 15-050 by a vote of 9-0-0.

ANALYSIS

The Thoroughfare Development Plan (TDP) forms the basis for our roadway capital improvement program, the roadway impact fees, and developer requirements during the project review processes. A well developed and current TDP will help ensure that the City is maximizing and prioritizing its transportation investments. It is also extremely important in guaranteeing that adequate infrastructure is in place as development occurs in the City. Arlington's current TDP, originally adopted in 2011, specifies that the Plan should be updated every five years to respond appropriately to changes in growth and development patterns.

The TDP update will include updating the travel demand model based on demographic and land use data, evaluating the street functional classification system and cross sections, updating TDP maps, and developing implementation strategies for internal application. Specific transportation scenarios will also be analyzed to identify potential mobility improvements. A report will be prepared detailing the analysis results and updated information.

The total project cost for the TDP update will not exceed $65,000. The funding for this project will come from the FY2016 Community Development and Planning budget.

FINANCIAL IMPACT

Funding in the amount of $65,000 is available in Community Development and Planning Strategic Planning Account 460201 61043.

ADDITIONAL INFORMATION

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

STAFF CONTACTS

Lyndsay Mitchell, AICP
Planning Manager
Community Development and Planning
817-459-6653
Lyndsay.Mitchell@arlingtontx.gov

Ann W. Foss, Ph.D.
Principal Planner
Community Development and Planning
817-459-6678
Ann.Foss@arlingtontx.gov

THE STATE OF TEXAS §

COUNTY OF TARRANT §

Professional Services Contract

This Consulting Services Contract is entered into this day of , 2016, between **KIMLEY-HORN AND ASSOCIATES, INC.**, hereinafter referred to as "CONSULTANT" and the **CITY OF ARLINGTON, TEXAS**, a municipal corporation of the State of Texas, hereinafter referred to as "CITY", acting by and through its City Manager or his designee.

W I T N E S S E T H:

WHEREAS, CITY desires to obtain professional services relative to updates to the Thoroughfare Development Plan (hereinafter referred to as "Services"); and

WHEREAS, CONSULTANT is qualified and capable of performing the professional services proposed herein and is willing to enter into this Contract with CITY to perform said services in exchange for fees hereinafter specified; NOW THEREFORE,

THAT IN CONSIDERATION of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

I.
Employment of Consultant

CONSULTANT hereby covenants and agrees as an independent contractor, to perform the services herein described with diligence and in a manner consistent with the level of care and skill normally exercised for such professional consulting services in the State of Texas. CONSULTANT agrees to perform professional consulting services in connection with the Services as set forth below, and CITY agrees to pay, and CONSULTANT agrees to accept, fees as set forth in this Contract as full and final compensation for all services performed under this Contract. If CONSULTANT is representing that he has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

II.
Payment for Services

Total payment for services described herein for Services shall be a sum not to exceed Sixty Five thousand Dollars and zero/100 ($65,000.00) as described in **Exhibit "B"** attached

hereto and incorporated by reference as if written word for word. Nothing contained in this Contract shall require CITY to pay for any work that is unsatisfactory as reasonably determined by CITY or which is not submitted in compliance with the terms of this Contract. CITY will not be required to make any payments to CONSULTANT when CONSULTANT is in default under this Contract, nor shall this paragraph constitute a waiver of any right, at law or in equity, which CITY may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance under this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

III.
Character and Extent of Consulting Services

CONSULTANT shall set his own hours of work and will decide the methods of performing the work. He shall not be instructed by CITY as to how he will perform his services. No training will be provided by CITY for such consulting services. The scope of services shall include those services listed on **Exhibit "A"** attached hereto and incorporated by reference as if written word for word. CITY agrees to provide supporting services to the Contractor as described in **Exhibit "A".**

CONSULTANT shall not undertake any work under this Contract unless given prior authorization to proceed. For each task or project requested by CITY, CITY shall provide the nature and scope of the task or project. CONSULTANT shall then complete the task or project in a prompt and timely manner. The Services provided are to conform in general to this Contract.

IV.
Time for Completion

CONSULTANT agrees to complete and submit all work required by CITY as requested, however, times for performance shall be extended as necessary for delays due to circumstances that the Consultant does not control. The term of this Contract shall commence on the date first written above and terminate on March 31, 2017, unless terminated sooner in accordance with the provisions of this Contract.

V.
Consultant's Coordination with Owner

CONSULTANT shall be available for conferences with CITY as specifically described in **Exhibit "A"**, so that the Services can be created with the full benefit of CITY's experience and knowledge of existing needs and facilities and be consistent with current policies and standards. CONSULTANT may show justification to CITY for changes from City standards due to

the judgment of said CONSULTANT of a potential problem for CITY. CITY shall make the final decision as to any changes after appropriate request by CONSULTANT.

VI.
Termination

This Contract may be terminated at any time by CITY without cause and without penalty or liability except as may otherwise be specified herein. Upon receipt of written notice by CITY, CONSULTANT shall immediately discontinue all services and CONSULTANT 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. CONSULTANT shall invoice CITY for the services performed but not paid for under this contract to the date of termination within thirty (30) days from notice of termination.

VII.
Ownership of Documents

All documents or instruments of professional services prepared or assembled by CONSULTANT under this Contract shall become the sole property of CITY and shall be delivered to CITY, without restriction on future use. CONSULTANT shall retain in its files all original documents or instruments of professional services as well as all other pertinent information for the work, for no less than three years following expiration of this contract. CONSULTANT may retain copies of all work products as part of its record of professional activity and for marketing purposes. CONSULTANT shall have no liability for changes made to the drawings and other documents by others subsequent to the completion of the contract. CITY shall require that any such change be sealed, dated, and signed by the consultant making that change and shall be appropriately marked to reflect what was changed or modified.

VIII.
Monies Withheld

When CITY has reasonable grounds for believing that:

A. CONSULTANT 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 CONSULTANT or CITY arising out of the negligence of the CONSULTANT or the CONSULTANT’S breach of any provision of this contract; then CITY may withhold payment of any amount otherwise

due and payable to Consultant 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 CONSULTANT, be applied in satisfaction of any claim described herein. This provision is intended solely for the benefit of 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.

IX.
No Damages for Delays

Notwithstanding any other provision of this contract, CITY 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.

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

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

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

XI.
Right to Inspect Records

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

XII.
No Third-Party Beneficiary

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

XIII.
Successors and Assigns

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

XIV.
Infringement

CONSULTANT warrants that its provision of Services hereunder shall not infringe any United States patent existing on the effective date of the Agreement or any copyright registered in the United States Copyright Office as of the effective date of this Agreement.

XV.
Indemnification

CONSULTANT 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 **CONSULTANT** as well as any negligent omission, act or error of **CONSULTANT** its officials, officers, agents, employees and invitees, or other persons for whom **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT** or **CITY** under Texas law. This paragraph shall not be construed for the benefit of any third party, nor does it create or grant any right or cause of action in favor of any third party against **CITY** or **CONSULTANT**.

CONSULTANT warrants that no music, literary or artistic work or other property protected by copyright will be reproduced or used, nor will the name of any entity protected by trademark be reproduced or used by **CONSULTANT** unless **CONSULTANT** has obtained written permission from the copyright or trademark holder as required by law, subject also to **CITY**'s consent. **CONSULTANT** covenants to comply strictly with all laws respecting copyrights, royalties and trademarks and warrants that it will not infringe any related statutory, common law or other right of any person or entity in performing this Contract. **CONSULTANT** will indemnify and hold **CITY** and its officers, agents and employees harmless from all claims, losses and damages (including reasonable attorney's fees) with respect to such copyright, royalty or trademark rights to the extent caused by **CONSULTANT** or for whom **CONSULTANT** 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. 271.904 and shall be construed to that effect. The **CONSULTANT** as allowed by Texas Local Gov't Code

Sec. 271.904 will still name CITY as additional insured in its General Liability Policy and provide any defense as allowed by the policy.

XVI.
Insurance

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

1. Worker's Compensation Insurance, statutory policy 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 CONSULTANT'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 limit of $1,000,000.00 per occurrence and $2,000,000.00 aggregate.

3. Comprehensive Automobile and Truck Liability Insurance, covering owned, 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: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract

professional liability insurance. Limits of liability shall be $1,000,000.00 per claim and $2,000,000 aggregate. Any such policy of insurance and the Declarations Page therefore shall identify if coverage is being provided on an "occurrence" or "claims-made" basis. If this coverage is being provided on a claims-made basis, CONSULTANT must maintain this policy for a period of two (2) years after the completion of the project or shall purchase the extended reporting period or "tail" coverage insurance providing equivalent coverage for the same period of time.

5. Umbrella Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract umbrella insurance. Limits of liability shall be $2,000,000.00.

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

1. Name CITY as an additional insured as to all applicable coverage, except worker's compensation and professional liability insurance;

2. Each policy will require that thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to CITY by certified mail to:

City of Arlington
Human Resources
Post Office Box 90231
MS# 63-0790
Arlington, Texas 76004-3231

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

CONSULTANT shall also notify CITY within 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 CONSULTANT, it is a condition precedent to acceptability thereof that:

1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by CONSULTANT. CITY’s decision(s) thereon shall be final;

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

3. The General and Automobile liability policies required herein shall be written with an “occurrence” basis coverage trigger.

D. CONSULTANT agrees to the following:

1. CONSULTANT 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 this Contract and be primary coverage for all losses covered by the policies;

2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against CITY for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;

3. Approval, disapproval or failure to act by CITY regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT 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 CONSULTANT from liability; and,

4. No special payments shall be made for any insurance that the CONSULTANT and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

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.

XVII.
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, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XVIII.
Independent Contractor

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

XIX.
Disclosure

By signature of this Contract, CONSULTANT acknowledges to CITY that he has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed Project and business relationships with abutting property owners. CONSULTANT further agrees that he will make disclosure in writing of any conflicts of interest, which develop subsequent to the signing of this Contract and prior to final payment under the Contract.

XX.
Venue

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

XXI.
Entire Agreement

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

XXII.
Applicable Law

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

XXIII.
Default

If at any time during the term of this Contract, CONSULTANT shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract, or fail to use an adequate number or quality of personnel or equipment to complete the work or fail to perform any of its obligations under this Contract, then CITY shall have the right, if CONSULTANT shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract 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 CONSULTANT hereunder, CONSULTANT shall be liable for and shall reimburse CITY for such excess.

XXIV.
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.

XXV.
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.

XXVI.
Remedies

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

XXVII.
Equal Employment Opportunity

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, disability, ancestry, national origin or place of birth. CONSULTANT shall take action to ensure that applicants are employed and treated without regard to their race, age, color, religion, sex, disability, ancestry, national origin or place of birth. This action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training including apprenticeship. Upon final determination by a court of competent jurisdiction that the CONSULTANT has violated this section, this Contract shall be deemed terminated and CONSULTANT’s further rights hereunder forfeited.

XXVIII.

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.

XXVIV.
Notices

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

If intended for CITY, to:

City of Arlington
Lyndsay Mitchell
Community Development and Planning
P.O. Box 90231 MS 01-0260
Arlington, Texas 76004-3231

If intended for CONSULTANT, to:

Kimley-Horn and Associates, Inc.
ATTN: Jeff Whitacre
801 Cherry Street Suite 950
Fort Worth, TX 76102

IN WITNESS WHEREOF, the parties have hereunto set their hands by their representatives duly authorized and executed this Contract as of the day and year first written above.

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____
Signature

_____
Typed or Printed Name

_____
Tax Identification No.

WITNESS:
_____

CITY OF ARLINGTON, TEXAS

BY _____
Deputy City Manager

ATTEST:

_____
MARY SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY_____

THE STATE OF TEXAS §

Consultant 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 or who is 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 and in the capacity therein stated.

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

_____
Notary Public, State of Texas

_____ _____
My Commission Expires 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 **JAMES PARAJON,** known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City Of Arlington, Texas, a municipal corporation of Tarrant County, Texas, and as the Deputy City Manager thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

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

_____
Notary Public, State of Texas

_____ _____
My Commission Expires Notary's Printed Name

EXHIBIT A
SCOPE OF WORK

Thoroughfare Development Plan Update

The City of Arlington is doing a minor comprehensive update to the 2011Thoroughfare Development Plan (TDP). In particular the City is requesting that Consultant assist in updating the following:

- Update Travel Demand Model
- Evaluate the Street Functional Classification System and Cross Sections
- Update the Thoroughfare Development Plan Maps
- Evaluate Transportation Scenarios
- Develop Implementation Tools and Strategies
- Provide Documentation and a Presentation

Task 1) Update Travel Demand Model

Existing Model

The Consultant will complete minor modifications to the 2011 existing regional travel demand model to ensure it includes updated land use, development and demographic information. The current TransCAD model was originally created in 2006 and significantly updated with the 2011 TDP. Between 2011 and 2016, the model has been updated as specific analysis was completed and modifications were approved by the City.

The Consultant will utilize 2040 demographic forecast data from the North Central Texas Council of Governments, the City of Arlington's Water and Wastewater modeling demographics, existing land use shapefiles, upcoming development information provided by city staff, Tarrant County Appraisal District information and aerial photography to review the existing traffic survey zones (TSZs) and update the model as necessary. The Consultant will rely upon previously completed demographic data for TSZs outside the City of Arlington. The travel demand model will then be calibrated using the existing traffic counts provided by the City. The Consultant will calibrate the network by functional class and up to 6 screenlines throughout the City according to the FHWA modeling methodology. Once calibrated, this existing conditions model (or "base year" model) will be used to develop a baseline condition.

The Consultant will review the map of the roadway network that should be utilized in the baseline analysis and update the model network accordingly. The model network will be matched to those facilities identified in the currently adopted TDP.

Up to three (3) model runs will be made in the development of the travel demand model.

Up to two (2) meetings will be held to discuss the results of the travel demand model.

Deliverables:

- *Raw Model Results*
- *Demographic Comparison*
- *Comparison on 2030 TDP versus 2040 TDP*

Task 2) Evaluate Street Functional Classifications and Cross Sections

The Consultant will evaluate the TDP network and make recommendations for modified functional street classifications by taking into consideration future volumes, ROW, and currently available ROW. The Consultant will review the TDP network connectivity with adjacent cities to determine the level of consistency between the plans. The Consultant will reference the adopted Hike and Bike System Master Plan when considering changes to number of lanes or functional classification. The Consultant will review the 2011 TDP cross sections and provide recommendations based on the experience of implementing the 2011 TDP over the previous five (5) years. Up to one (1) meeting will be held to discuss the modifications to the street functional classifications.

Deliverables:

- *Table Listing Recommended Changes to Functional Classifications*
- *Map of Connectivity with Adjacent Cities*

Task 3) Update to the Thoroughfare Development Plan Maps

The Consultant will provide updated maps to include:

- 2040 Congestion Volume Map
- 2040 Traffic Volumes Map
- Thoroughfare Development Plan
- Proposed 2016 TDP Changes Map

Deliverables:

- *TDP Maps*

Task 4) Evaluate Transportation Scenarios

The Consultant will analyze up to six (6) area-specific transportation scenarios. These scenarios would be agreed upon prior to evaluation and Task 1.

One round of comments will be addressed per scenario. The evaluation of these scenarios will use the travel demand model; some of the scenarios may need additional micro analysis that is not included in this scope. Up to one (1) meeting will be held to discuss the transportation scenarios. It is anticipated that the documentation of each scenario will be included in Task 5. It is anticipated that this documentation will be a one-page summary for each scenario.

Deliverables:

- *Transportation Scenario Evaluation Chapter incorporated in Task 5*

Task 5) Documentation and Presentation

The Consultant will prepare and submit a draft report to the City for review. The draft report will document the study methodology, transportation scenarios, TDP modifications, and implementation tools and strategies. The Consultant will then incorporate review comments and submit an electronic copy (PDF format) and three (3) paper copies of the final report to the City.

The Consultant will prepare a presentation that outlines the process and results. The Consultant will attend up to two (2) meetings to present the study results.

EXHIBIT B
PROJECT FEE SCHEDULE

The Consultant will perform the services described in the Scope of Services for a lump sum fee of $65,000. A breakdown of fees by Task is shown below:

Task 1: Update Travel Demand Model		$30,000
Task 2: Evaluate Street Functional Classifications and Cross Sections		$3,500
Task 3: Update to the Thoroughfare Plan Development Maps		$5,000
Task 4: Evaluate Transportation Scenarios		$21,000
Task 5: Documentation and Presentation		$5,500
	Total	$65,000

Fees will be invoiced monthly based upon the percentage of services completed as of the invoice date. Payment will be due within 25 days of the date of the invoice.

Additional services, if any, will be performed on a reimbursable basis and will be billed according to the billing rates in effect at the time of the service. The Consultant will not perform any Additional Services without authorization from the Client.

Staff Report

Renewal of Annual Requirements Contracts for Irrigation Parts and Supplies, Bid Project 14-0188	
City Council Meeting Date: 8-2-16	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to exercise the second of four, one-year renewal options in the contracts for the purchase of irrigation parts and supplies with Ewing Irrigation Products of N. Richland Hills, Texas in the estimated amount of $36,565 and Horizon Distributors, Inc. dba Metro Irrigation Supply of Arlington, Texas in the estimated amount of $40,410 for a total estimated amount of $76,975.

PRIOR BOARD OR COUNCIL ACTION

On September 2, 2014, City Council approved MO09022014-005 executing annual requirements contract for the purchase of irrigation parts and supplies with Ewing Irrigation Products of N. Richland Hills, Texas in the estimated amount of $36,565 and Metro Irrigation Supply of Arlington, Texas in the estimated amount of $40,410 for a total estimated amount of $76,975.

On August 4, 2015, City Council approved MO08042015-004 exercising the first of four, one-year renewal options in the contract for the purchase of irrigation parts and supplies with Ewing Irrigation Products of N. Richland Hills, Texas in the estimated amount of $36,565 and Metro Irrigation Supply of Arlington, Texas in the estimated amount of $40,410 for a total estimated amount of $76,975.

ANALYSIS

These contracts are for irrigation parts and supplies to be used for new installations and repairs to irrigation systems. The contract includes assemblies of backflow devices, controllers, drainage devices, drip irrigation devices, sprinkler nozzles, spray heads, pop ups, rotors and all other item assemblies associated with the installation/repair of irrigation systems. The contracts are awarded to multiple vendors to ensure an uninterrupted supply of irrigation parts. The parts will be purchased on an as-needed basis from the vendor whose available product is in closest proximity to the repair site.

On June 1, 2016, the Purchasing Division received notification that Horizon Distributors, Inc. acquired Metro Irrigation Supply. Horizon Distributors, Inc. assumed all obligations and liabilities of Metro Irrigation Supply's contract.

Original contract term:	One year/four one-year renewals
Current term:	Second renewal (September 1, 2016 – August 31, 2017)

FINANCIAL IMPACT

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

In accordance with the bid specifications, the Purchasing Division received letters from Ewing Irrigation Products and Metro Irrigation Supplies requesting the second renewal at the current pricing. The projected financial impact for this contract term is as follows:

FY 2016	FY 2017	FY 2018
$6,414.58	$70,560.42	$0

Funds are budgeted in various Parks and Recreation accounts and subject to FY 2017 budget approval.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

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

Staff Report

Renewal of Annual Requirements Contract for Motor Maintenance, Bid Project 14-0007	
City Council Meeting Date: 8-2-16	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to exercise the third of four, one-year renewal options on the contract for motor maintenance with Brandon and Clark, Inc. of Fort Worth, Texas in the estimated amount of $116,734.

PRIOR BOARD OR COUNCIL ACTION

On October 15, 2013, City Council approved MO10152013-002 executing an annual requirements contract for motor maintenance with Brandon & Clark, Inc. of Fort Worth, Texas in the estimated amount of $116,734.

On August 19, 2014, City Council approved MO08192014-004 exercising the first of four, one-year renewal options in the contract for motor maintenance with Brandon & Clark, Inc. of Fort Worth, Texas in the estimated amount of $116,734.

On August 25, 2015, City Council approved MO08252015-005 exercising the second of four, one-year renewal options in the contract for motor maintenance with Brandon & Clark, Inc. of Fort Worth, Texas in the estimated amount of $116,734.

ANALYSIS

This contract is for maintenance of electrical motors that operate various water utility raw water, distribution system high service and booster pumps, located throughout the City of Arlington. The raw water pump station pumps water from Lake Arlington to the City's Pierce-Burch Water Treatment Plant for treatment. The high service and booster pump stations pump water from the Pierce-Burch and John Kubala Water Treatment Plants out into the water distribution system throughout the City. All maintenance costs are for ongoing preventive maintenance and on an as-needed basis to include labor, services, material and supplies.

Original contract term:	One-year/four one-year renewal options
Current term:	Third renewal (October 1, 2016 – September 30, 2017)

FINANCIAL IMPACT

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

In accordance with the bid specifications, the Purchasing Division has received a letter from Brandon & Clark, Inc. requesting the third renewal at the current pricing. The projected financial impact for this contract term is as follows:

FY 2017	FY 2018	FY 2019
$116,734	$0	$0

Funds are budgeted in the Water Treatment Maintenance of Pumps and Motors Account No. 620102-63122 and subject to FY2017 budget approval.

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

Staff Report

Renewal of Annual Requirements Contract for Water Repair Parts, Bid Project 15-0106	
City Council Meeting Date: 8-2-16	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 water repair parts with HD Supply Water Works, LTD of Richland Hills, Texas in the estimated amount of $286,000.

PRIOR BOARD OR COUNCIL ACTION

On August 25, 2015, City Council approved MO08252015-004 executing an annual requirements contract for water repair parts with HD Supply Water Works, LTD of Richland Hills, Texas in the estimated amount of $242,585.

ANALYSIS

This contract is for the purchase of repair parts for water service and main line repairs in the water distribution system. Parts included are brass service line fittings and accessories, tapping saddles, ductile iron fittings, repair clamps and couplings, valve boxes and lids, and copper tubing for repairs or new installations for the Water Utilities Department. Orders will be placed on an as-needed basis.

Modification 1

On June 30, 2016, Modification 1 was made to the contract changing the utility castings specification from ASTM A48 Class 30B to ASTM A48 Class 35B which increased the contract amount due to the new pricing associated with the change.

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

FINANCIAL IMPACT

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

In accordance with the bid specifications, the Purchasing Division has received a letter from HD Supply Waterworks, LTD requesting the first renewal at the current pricing. The projected financial impact for this contract term is as follows:

FY 2016	FY 2017	FY 2018
$23,833.34	$262,166.66	$0

Funds are budgeted in Water Utilities Inventory Account No. 5000-16000 and subject to FY2017 budget approval.

ADDITIONAL INFORMATION

Attached:	None
Under separate cover:	None
Available in the Purchasing office:	Bid file
Notarized 1295 Form:	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 Contract for Emergency Generator Maintenance, Bid Project 11-0149	
City Council Meeting Date: 8-2-16	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to exercise the third and final, one-year renewal option in the contract for emergency generator maintenance with Power Pro-Tech Services of Altamonte Springs, Florida, in the estimated amount of $80,750.

PRIOR BOARD OR COUNCIL ACTION

On August 16, 2011, City Council passed MO08162011-014, awarding a three-year requirements contract for emergency generator routine maintenance with Power Pro-Tech Services, in the estimated amount of $190,136 (approximately $63,378.66 annually).

On August 5, 2014, City Council passed MO08052014-007, exercising the first of three one-year renewal options in the contract for emergency generator maintenance with Power Pro-Tech Services, in the estimated amount of $67,062. This estimated amount is for one year and includes contract modifications.

On August 25, 2015, City Council passed MO08252015-007, exercising the second of three one-year renewal options in the contract for emergency generator maintenance with Power Pro-Tech Services, in the estimated amount of $67,062.

ANALYSIS

This contract is for routine preventive maintenance and repair of approximately 30 emergency power generators. The generators are located at various City facilities including the fire stations, water treatment pump facilities, administration buildings and the Convention Center. Emergency power generators at other City locations may be added to the contract on an as-needed basis. The contract provides for scheduled quarterly oil changes, filter changes, adjusting belts and settings, testing, and inspections.

Contract term: Three-year/three one-year renewals
Current term: Third and final renewal (September 1, 2016 – August 31, 2017)

FINANCIAL IMPACT

The Purchasing Division and the Public Works Department have determined that it is in the City's best interest to renew the contract for an additional term. This is the third and final one-year term on the contract.

The contract amount has increased based on the projected cost of maintenance of the generators over the next year. The projected cost is increasing based on the number of minor repairs that were made the previous year. In accordance with the bid specifications, the Purchasing Division received a letter from Power Pro-Tech Services of Altamonte Springs, Florida, requesting the third and final one-year renewal in the amount of $80,750. The projected financial impact for this contract term is as follows:

FY 2016	FY 2017	FY 2018
$6,729.16	$74,020.84	$0

Funds are budgeted in various City accounts and subject to FY 2017 budget approval.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

David Wynn, P.E., Interim Director
Public Works & Transportation
817-459-6560
David.Wynn@arlingtontx.gov

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

Will Velasco
Sr. Purchasing Agent
817-459-6302
Will.Velasco@arlingtontx.gov

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

Staff Report

Contract Modification No. 2 to the Engineering Services Contract for Matthews Court and Susan Drive Drainage Improvements; Project No. PWDR12001	
City Council Meeting Date: 8-2-2016	Action Being Considered: Minute Order

RECOMMENDATION

Authorizing the City Manager or his designee to execute Contract Modification No. 2 to the Engineering Services contract with Pacheco Koch Consulting Engineers, Inc., of Dallas, Texas, for the Matthews Court and Susan Drive Drainage Improvements Project in an amount not to exceed $47,966.

PRIOR BOARD OR COUNCIL ACTION

On December 13, 2011, council approved Minute Order MO12132011-009 authorizing the execution of an Engineering Services Contract with Pacheco Koch Consulting Engineers, Inc. of Dallas, Texas for the Country Club Road and Matthews Court Drainage Improvements Concept Plan in an amount not to exceed $54,638.50.

On February 11, 2014, council approved Minute Order MO02112014-009 authorizing the execution of an Engineering Services Contract with Pacheco Koch Consulting Engineers, Inc., of Dallas, Texas, for the Matthews Court and Susan Drive Drainage Improvements in an amount not to exceed $714,468.

ANALYSIS

Structural flooding was reported near Matthews Drive and Tina Marie Road in 2015. The original engineering services contract for the Matthews Court Drainage Improvements Project did not include design of drainage improvements within this area. This contract modification includes the work associated with analyzing the existing storm drain system in this area and evaluating mitigation alternatives, detailed survey and the design of drainage improvements that will be constructed with the remainder of the Matthews Court project.

		Percent Change
Original Contract Amount	$714,468	N/A
Contract Modification No. 1	$7,000	1.0%
Contract Modification No. 2	$47,966	6.7%
Revised Total	**$769,434**	**7.7%**

FINANCIAL IMPACT

Funding is available in the Stormwater Utility Fund Account No. 308501-61002-10590199.

FY 2016	FY 2017	FY 2018
$10,000	$39,186	$0

ADDITIONAL INFORMATION

Attached:	Contract Modification No. 2 Location Map
Under separate cover:	None
Available in the City Secretary's Office:	None

STAFF CONTACT(S)

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

Mandy Clark, P.E., CFM, Assistant Director
Public Works & Transportation
817-459-6592
Mandy.Clark@arlingtontx.gov

THE STATE OF TEXAS §

COUNTY OF TARRANT § CONTRACT MODIFICATION NO. 2

THIS CONTRACT MODIFICATION NO. 2 is made and entered into this 2nd day of August, 2016, by and between the CITY OF ARLINGTON, Tarrant County, Texas, a municipal corporation, hereinafter called "CITY" and PACHECO KOCH CONSULTING ENGINEERS, INC., whose address is 7557 Rambler Road, Suite 1400, Dallas, Texas 75231-2388.

W I T N E S S E T H:

WHEREAS, On February 11, 2014, CITY and PACHECO KOCH CONSULTING ENGINEERS, INC. entered into a design contract (as amended, hereinafter referred to as "Contract") for the Matthews Court and Susan Drive Drainage Improvements, Project No: PWDR12001 and

WHEREAS, CITY and PACHECO KOCH CONSULTING ENGINEERS, INC. 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:

PACHECO KOCH CONSULTING ENGINEERS, INC. 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 $47,966.00.

{Signature page as follows}

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.

Approved by:

CITY OF ARLINGTON	PACHECO KOCH CONSULTING ENGINEERS, INC.
_____	_____
Signature	Signature
James F. Parajon, FAICP	Mark Pacheco, P.E., RPLS
Printed name	Printed name
Deputy City Manager	President
Title	Title

_____
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY_____
Signature

Copy: PACHECO KOCH CONSULTING ENGINEERS, INC.
City Secretary's Office

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 ___Mark Pacheco, P.E., RPLS_, ☐ 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 __James F. Parajon, FAICP__, known to me to be a person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act of the City of Arlington, Texas, a Texas municipal corporation, and as Deputy City Manager thereof, and for the purposes and consideration therein expressed.

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

_____
Notary Public In and For The State of Texas

_____
Notary's Printed Name

Attachment A:

Project: Matthews Court and Susan Drive Drainage Improvements	Project No: PWDR12001
Phase: Design	Date of Change: 07/11/2016
Commitment: PO02	Change No: CM - 00002
Vendor: PACHECO KOCH CONSULTING 17701	Vendor ID: 17701
Description: Matthews Court and Susan Drive Design Services	

Item #	Description	Unit Price	UOM	Quantity	Change Amount
001	Stormwater base design fee	$ 1.00	EA	26,475	$26,475.00
004	Field Survey Fee	$ 1.00	EA	5,820	$5,820.00
005	Drainage Analysis	$ 1.00	EA	10,991	$10,991.00
009	Direct Expenses/Reimbursables	$ 1.00	EA	470	$470.00
011	Project Management	$ 1.00	EA	4,210	$4,210.00

Net Change in Contract Amount	$47,966.00
Revised Contract Amount	$769,434.00
Net Change in Contract Days	0
Revised Contract Days	

Pacheco Koch

July 11, 2016 (Revised)
PK No.: 3270-14.092

Ms. Amy Cannon, P.E., CFM
CITY OF ARLINGTON
101 West Abram Street
Arlington, Texas 76004

Re: Additional Services
MATTHEWS COURT & SUSAN DRIVE DRAINAGE IMPROVEMENTS (PWDR12001)
Arlington, Tarrant County, Texas

Dear Ms. Cannon:

As you are aware, Pacheco Koch, LLC has been requested to provide additional study and design services along Matthews Drive north of Sanford Street and for the Duplex North subdivision that we believe are outside the Scope of Work of our initial proposal dated February 11, 2014, and subsequent additional services proposals as applicable. These services are as follows:

ADDITIONAL HYDROLOGIC AND HYDRAULIC STUDY: Pacheco Koch will perform additional XPSWMM hydrologic and hydraulic modeling of Matthews Drive north of Sanford Street and for the Duplex North subdivision.

ADDITIONAL DESIGN: Based on selected drainage improvements for design from the additional hydrologic and hydraulic study, Pacheco Koch will prepare conceptual, preliminary and final construction documents for proposed drainage improvements along Matthews Drive north of Sanford Street and for the Duplex North subdivision.

ADDITIONAL FIELD SURVEY: Pacheco Koch will perform additional limited topographic survey of approximately 900 linear feet along Matthews Drive south of Sanford Street and for the common backyard area of the duplex residences on the north side of Tina Marie between Matt Lane and Matthews Drive as shown on the attached Exhibit D.

Included in this item:
- Hydrologic and Hydraulic Study Report.
- Construction Documents for Proposed Drainage Improvements.
- Topographic Field Survey

Not included in this item:
- Preparation of Easement Documents.
- Monumentation of Easement Corners

We propose that the fee for our current contract be *increased $47,966.00* to cover personnel expenses involved in these changes. Terms and conditions shall be the same as per our original agreement.

If this request is acceptable to you as presented, please sign where indicated below and return to our office for our mutual agreement. If you have any questions or need any additional information, please call me at your earliest convenience.

Sincerely,

D. Ryan Plasse

D. Ryan Plasse, P.E., CFM

ACCEPTED BY: ***City of Arlington***

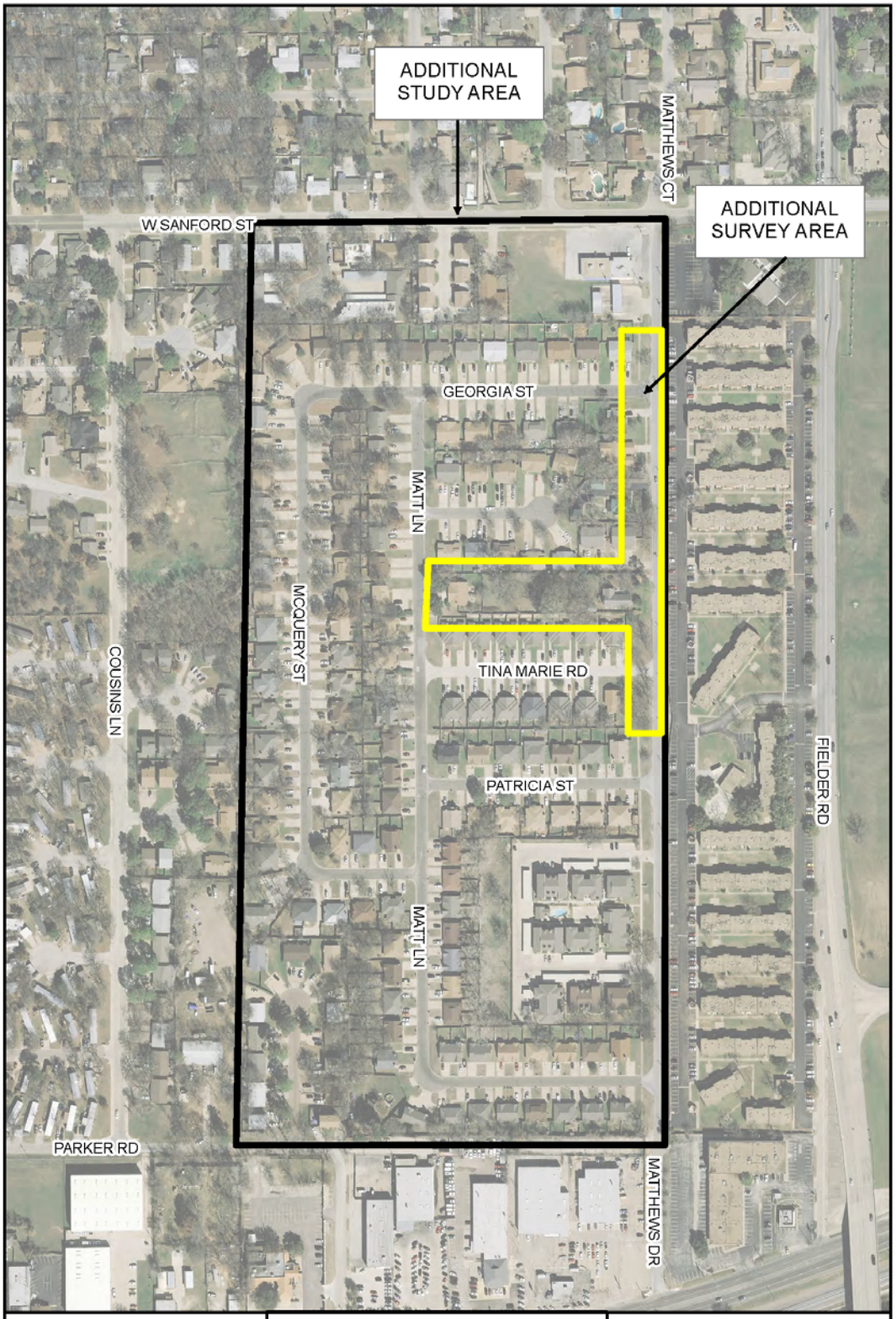
_____

SIGNATURE DATE

_____

PRINTED NAME AND TITLE

SFB/kh
3270-14.092_Add ServeR3



0 100 200 Feet
1 inch = 200 feet
NAD 1983
North Central TX
Zone FIPS 4202

Pacheco Koch

KEY TO FEATURES

ADDITIONAL SURVEY AREA

ADDITIONAL STUDY AREA

EXHIBIT D
PROJECT LOCATION MAP
DUPLEX NORTH
CITY OF ARLINGTON, TEXAS
June 28, 2016

Path: H:\Site Jobs\Duplex North Arlington\EXHIBIT D PROJECT LOCATION MAP.mxd

TX REG. ENGINEERING FIRM F-469 TX REG. SURVEYING FIRM LS-100080-00

EXHIBIT A-2

SCOPE OF SERVICES

DUPLEX NORTH DRAINAGE IMPROVEMENTS

1. GENERAL

1.1 Project Description

The services to be provided for this project include project management, topographic surveys, development of additional hydrologic and hydraulic analysis, conceptual designs, development of preliminary construction plans, and development of final construction plans and special specifications.

The project includes the study and design area within the following project limits as illustrated on Exhibit D Project Location Map for Duplex North and generally described by:

Study and design of storm drain capacity improvements along Matthews Drive north of Sanford Street and for the Duplex North subdivision.

1.2 Design Standards

Design and preparation of construction drawings and technical specifications required for the project shall be in accordance with the following standards.

a. City of Arlington Design Criteria Manual.
b. City of Arlington Standard Drawings and Specifications.
c. NCTCOG construction specifications and details.

2. PROJECT MANAGEMENT

Project management shall include progress meetings with City staff, contract administration/scheduling, coordination of design professionals, preparation of monthly progress reports, invoicing and quality assurance/ quality control.

3. TOPOGRAPHIC SURVEYS

Survey phase services shall include all items outlined in Section III.B, *Field Survey Work*, as well as, preparing horizontal/vertical control documentation; researching existing deeds, maps and plats; coordinating with City and franchise utilities for existing utility locations; and preparing base mapping within the following project limit:

Pacheco Koch will perform additional limited topographic survey of approximately 900 linear feet along Matthews Drive south of Sanford Street and for the common backyard area of the duplex residences on the north side of Tina Marie between Matt Lane and Matthews Drive as shown on the attached Exhibit D.

4. ADDITIONAL DRAINAGE ANALYSIS AND CONCEPTUAL DESIGN

Conceptual design phase services shall include all items outlined in Section III.C, *General Requirements*, and Section III.D, *Conceptual Design Plans*.

4.1 Data Collection

Obtain and review pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, and other features within the project limits from the City of Arlington. Contact all utility owners along the project for information on existing and proposed facilities.

4.2 Additional Hydrologic and Hydraulic Analysis

Additional Hydrologic and Hydraulic analysis will be conducted prior to the conceptual design phase. The analysis will include preparation of the following:

a. Expanding the XPSWMM 2-dimensional hydrologic and hydraulic model to include the study area along Matthews Drive north of Sanford Street and for the Duplex North subdivision.

b. Develop a Proposed Conditions Model integrating one (1) alternative for the conceptual design of the roadway improvements and storm sewer improvements associated with the Duplex North capital improvement project.

c. Incorporate the existing and proposed Duplex North hydrologic and hydraulic analyses and results into the Matthews Court Drainage Improvements study summary report.

d. Coordinate Duplex North capital improvement construction documents into the Matthews Court Drainage Improvement Project construction documents.

4.3 Concept Design Meeting

Meet with the City of Arlington staff to review and discuss the primary design criteria, operational concerns, and other preliminary data. Prepare a record of the concept design meeting and distribute it to all attendees.

4.4 Concept Design

a. Establish concept alignments for storm sewer mains, laterals and inlets, and channel improvements location within right-of-way / easement limits.
b. Determine typical sections for channel improvements.
c. Prepare horizontal & vertical control map depicting existing right-of-way / easements.
d. Identify right-of-way and easement needs.

4.5 Concept Design Submittal

Submit two sets of 22" x 34", two sets of 11" x 17" and a pdf of conceptual plans to the City for review.

4.6 City Review Meeting

Meet with the City of Arlington to discuss concept plans.

5. PRELIMINARY CONSTRUCTION PLANS

Preliminary plans phase services shall include all items outlined in Section III.C, *General Requirements*, and Section III.E, *Preliminary Design Construction Plans*.

5.1 Address City Comments

Revise conceptual designs incorporating comments from the City of Arlington.

5.2 Preliminary Construction Plans

a. Work with City Project Manager to obtain utilities such as water, wastewater, gas, telephone, cable TV, and electric to obtain accurate horizontal and vertical data for their facilities identified to be in conflict.
b. Prepare preliminary construction plans. Prepare the following 22" x 34" sheets at the engineering scale indicated:
   - Cover Sheet
   - Quantity Summaries Sheet
   - Typical Sections and Miscellaneous Details sheets
   - Dimensional Control Sheet
   - Removal Plan. Scale 1"=40'
   - Culvert Plan and Profile sheets
   - Channel Improvement Plan & Profile sheets
   - Pavement Repair Plan sheets. Scale 1"=20'
   - Utility (Water)Adjustment Plan sheets
   - Pavement Marking Plan sheet. Scale 1"=40'
c. Perform QA/QC.

5.3 Preliminary Cost Estimate

Prepare a preliminary estimate of construction quantities and develop preliminary statement of probable construction cost.

5.4 Preliminary Submittal

Submit two sets of 22" x 34", two sets of 11" x 17" and a pdf of preliminary plans and a preliminary opinion of costs to the City for review.

5.5 City Review Meeting

Meet with the City of Arlington to discuss design comments.

6. FINAL CONSTRUCTION PLANS AND SPECIAL SPECIFICATIONS

Final plans phase services shall include all items outlined in Section III.C, *General Requirements*, and Section III.H, *Final Design Construction Plans*.

6.1 Address City Comments

Revise preliminary plans incorporating comments from the City of Arlington.

6.2 Franchise Utility Coordination

Incorporate information provided by utility companies.

6.3 Prepare Final Plans / CADD

a. Prepare final plans for the proposed improvements, including all sheets described in Section 7.2.
b. Prepare additional construction details as required.
c. Perform QA/QC.

6.4 Final Construction Cost Estimate

Prepare a final estimate of construction quantities and develop final statement of probable construction cost.

6.5 Construction Specifications

Prepare additional technical specifications, if necessary, for the proposed improvements to supplement the North Central Texas Council of Governments Specifications for Public Works Construction, City of Arlington standards, and other applicable standard specifications.

6.6 Review Submittals and Meetings

Provide 60% and 95% plan submittals (2 sets each submittal) and meet with the Arlington staff during final design to review progress, discuss design issues, obtain additional design information, review plans and specifications, and coordinate final details. Prepare a record of all review meetings and distribute it to attendees. The sheets that will be submitted for final review are listed in Section 7.2c.

6.7 Final Review Submittal

Submit two sets of 22" x 34", two sets of 11" x 17" and a pdf of black line prints to the City of Arlington.

7. EXCLUSIONS

The intent of the scope is to include only the services specifically listed above and none others. Services specifically excluded from this Scope of Services include, but are not necessarily limited to the following:

- Environmental permitting.
- Boundary or easement surveys.
- Title searches.
- Fees for permits and advertising.
- Traffic engineering report or studies.
- Traffic control plan.
- Construction Administration services.
- Bid Phase Services.
- Designs for trench safety.
- Landscaping and/or irrigation design.
- Revisions to plans as a result of revisions after completion of original final design (unless to correct error on plans).
- Consulting services by others not included in proposal.
- Quality control and testing services during construction.
- Prints furnished after acceptance of the required sets for construction in accordance with this Agreement.

- Monthly coordination meetings with contractors, inspection personnel and City representatives.
- Roadway signs.
- Prepare to serve or serve as an expert witness on behalf of the City in connection with any public hearings or legal proceedings.
- Perform additional subsurface excavation in the event such excavation is required to locate existing facilities.
- Water and sanitary sewer system improvements other than as specified above. It is assumed that these utilities are outside of the limits of the proposed improvements.
- Review monthly requests for payment from the contractor and prepare a recommendation for action by the City of Arlington.
- Review the contractor's monthly progress reports and provide review comments to the City of Arlington.

ESTIMATE OF PROJECTED MAN HOUR/COSTS
Drainage Improvements Design Services

DUPLEX NORTH DRAINAGE IMPROVEMENTS
City of Arlington
July, 2016

1. BASIC SERVICES

A. Project Management	Principal Rate $225.00		Sr Project Manager Rate $180.00		Project Engineer Rate $120.00		Design Tech. Rate $80.00		CADD Tech. Rate $80.00		Admin. Asst. Rate $70.00		TOTAL	
	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost
QA/QC - Concept Design		$ -	4.0	$ 720.00		$ -		$ -		$ -	2.0	$ 140.00	6.0	$ 880.00
QA/QC - Preliminary Construction Plans		$ -	8.0	$ 1,440.00		$ -		$ -		$ -	2.0	$ 140.00	10.0	
QA/QC - Final Construction Plans		$ -	4.0	$ 720.00		$ -		$ -		$ -	2.0	$ 140.00	6.0	$ 860.00
Meeting with City Staff (1 Meeting/Month @ 2Hrs/Mtg x 3 Months)	2.0	$ 450.00	6.0	$ 1,080.00		$ -		$ -		$ -		$ -	8.0	$ 1,530.00
Preparation of Monthly Progress Reports & Invoices		$ -	3.0	$ 540.00		$ -		$ -		$ -	6.0	$ 420.00	9.0	$ 960.00
Subtotal	2.0	$ 450.00	25.0	$ 4,500.00	0.0	$ -	0.0	$ -	0.0	$ -	12.0	$ 840.00	39.0	**$ 4,210.00**

B. Concept Design	Principal Rate $225.00		Sr Project Manager Rate $180.00		Project Engineer Rate $120.00		Design Tech. Rate $80.00		CADD Tech. Rate $80.00		Admin. Asst. Rate $70.00		TOTAL	
	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost
Data Collection		$ -		$ -		$ -	4.0	$ 320.00		$ -	4.0	$ 280.00	8.0	$ 600.00
Concept Design Meeting		$ -		$ -		$ -		$ -		$ -		$ -	0.0	$ -
Concept Design		$ -	2.0	$ 360.00		$ -	24.0	$ 1,920.00		$ -		$ -	26.0	$ 2,280.00
City Review Meeting		$ -	1.0	$ 180.00		$ -		$ -		$ -		$ -	1.0	$ 180.00
Subtotal	0.0	$ -	3.0	$ 540.00	0.0	$ -	28.0	$ 2,240.00	0.0	$ -	4.0	$ 280.00	35.0	**$ 3,060.00**

C. Preliminary Construction Plans (Separating Matthews Court Plans into 4 Phases)	Principal Rate $225.00		Sr Project Manager Rate $180.00		Project Engineer Rate $120.00		Design Tech. Rate $80.00		CADD Tech. Rate $80.00		Admin. Asst. Rate $70.00		TOTAL	
	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost
Prepare Cover Sheets		$ -	1.0	$ 180.00	2.0	$ 240.00		$ -	4.0	$ 320.00		$ -	7.0	$ 740.00
Prepare Index Sheets		$ -	1.0	$ 180.00	2.0	$ 240.00		$ -	4.0	$ 320.00		$ -	7.0	$ 740.00
Prepare Summary Sheets		$ -	1.0	$ 180.00	4.0	$ 480.00		$ -	4.0	$ 320.00		$ -	9.0	$ 980.00
Prepare Dimensional Control Sheets		$ -	1.0	$ 180.00	2.0	$ 240.00		$ -	4.0	$ 320.00		$ -	7.0	$ 740.00
Prepare Removal Sheets		$ -	1.0	$ 180.00	2.0	$ 240.00		$ -	4.0	$ 320.00		$ -	7.0	$ 740.00
Prepare Typical Sections		$ -	1.0	$ 180.00	2.0	$ 240.00		$ -	4.0	$ 320.00		$ -	7.0	$ 740.00
Prepare Culvert Plan & Profile Sheets		$ -	1.0	$ 180.00	4.0	$ 480.00		$ -	8.0	$ 640.00		$ -	13.0	$ 1,300.00
Prepare Pavement Marking Plan Sheets		$ -	1.0	$ 180.00	2.0	$ 240.00		$ -	8.0	$ 640.00		$ -	11.0	$ 1,060.00
Prepare Pavement Repair Plans Sheets		$ -	1.0	$ 180.00	2.0	$ 240.00		$ -	8.0	$ 640.00		$ -	11.0	$ 1,060.00
Prepare Erosion Control Sheet		$ -	1.0	$ 180.00	2.0	$ 240.00		$ -	8.0	$ 640.00		$ -	11.0	$ 1,060.00
Prepare Miscellaneous Details Sheet		$ -	1.0	$ 180.00	2.0	$ 240.00		$ -	8.0	$ 640.00		$ -	11.0	$ 1,060.00
Prepare General Notes		$ -	1.0	$ 180.00	2.0	$ 240.00		$ -	2.0	$ 160.00	40.0	$ 2,800.00	45.0	$ 3,380.00
Prepare Basis of Estimate		$ -	8.0	$ 1,440.00	8.0	$ 960.00		$ -	4.0	$ 320.00	24.0	$ 1,680.00	44.0	$ 4,400.00
City Review Meeting		$ -	2.0	$ 360.00		$ -		$ -		$ -		$ -	2.0	$ 360.00
Subtotal	0.0	$ -	22.0	$ 3,960.00	36.0	$ 4,320.00	0.0	$ -	70.0	$ 5,600.00	64.0	$ 4,480.00	192.0	**$ 18,360.00**

D. Final Construction Plans & Special Provisions	Principal Rate $225.00		Sr Project Manager Rate $180.00		Project Engineer Rate $120.00		Design Tech. Rate $80.00		CADD Tech. Rate $80.00		Admin. Asst. Rate $70.00		TOTAL	
	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost
Prepare Cover Sheets		$ -		$ -		$ -		$ -	1.0	$ 80.00		$ -	1.0	$ 80.00
Prepare Index Sheets		$ -		$ -		$ -		$ -	1.0	$ 80.00		$ -	1.0	$ 80.00
Prepare Summary Sheets		$ -		$ -		$ -		$ -	2.0	$ 160.00		$ -	2.0	$ 160.00
Prepare Dimensional Control Sheets		$ -		$ -		$ -		$ -	2.0	$ 160.00		$ -	2.0	$ 160.00
Prepare Removal Sheets		$ -		$ -		$ -		$ -	2.0	$ 160.00		$ -	2.0	$ 160.00
Prepare Typical Sections		$ -		$ -		$ -		$ -	2.0	$ 160.00		$ -	2.0	$ 160.00
Prepare Culvert Plan & Profile Sheets		$ -		$ -		$ -		$ -	4.0	$ 320.00		$ -	4.0	$ 320.00
Prepare Pavement Marking Plan Sheets		$ -		$ -		$ -		$ -	2.0	$ 160.00		$ -	2.0	$ 160.00
Prepare Pavement Repair Plans Sheets		$ -		$ -		$ -		$ -	4.0	$ 320.00		$ -	4.0	$ 320.00
Prepare Erosion Control Sheet		$ -		$ -		$ -		$ -	2.0	$ 160.00		$ -	2.0	$ 160.00
Prepare Miscellaneous Details Sheet		$ -		$ -		$ -		$ -	2.0	$ 160.00		$ -	2.0	$ 160.00
Create Geometry for Cross Sections		$ -		$ -		$ -		$ -	2.0	$ 160.00		$ -	2.0	$ 160.00
Create Earthwork Cross Sections		$ -		$ -		$ -		$ -	2.0	$ 160.00		$ -	2.0	$ 160.00
Prepare General Notes		$ -		$ -		$ -		$ -	2.0	$ 160.00	8.0	$ 560.00	10.0	$ 720.00
Prepare Basis of Estimate		$ -		$ -		$ -		$ -	2.0	$ 160.00	8.0	$ 560.00	10.0	$ 720.00
Prepare Special Specifications		$ -		$ -		$ -		$ -		$ -	4.0	$ 280.00	4.0	$ 280.00
City Review Meeting		$ -		$ -		$ -		$ -	8.0	$ 640.00		$ -	8.0	$ 640.00
Submit Sealed plans w/special provisions	1.0	$ 225.00		$ -		$ -		$ -	2.0	$ 160.00	1.0	$ 70.00	4.0	$ 455.00
Subtotal	1.0	$ 225.00	0.0	$ -	0.0	$ -	0.0	$ -	42.0	$ 3,360.00	21.0	$ 1,470.00	64.0	**$ 5,055.00**

E. Reimbursables		TOTAL
Copies of Deeds, Maps, Plats		$ 50.00
Mileage	240 miles @ 0.555	$ 133.20
Reproduction for City Review Submittals	400 s.f. black line prints @ $0.50	$ 200.00
Courier Delivery	5 regular courier deliveries @ $16.00	$ 80.00
Subtotal		**$ 470.00**

SUBTOTAL (BASIC SERVICES) **$ 31,155.00**

ESTIMATE OF PROJECTED MAN HOUR/COSTS
Drainage Improvements Design Services

DUPLEX NORTH DRAINAGE IMPROVEMENTS
City of Arlington
July, 2016

2.. SPECIAL SERVICES

A. HYDRAULIC ANALYSIS	Principal Rate $225.00		Sr Project Manager Rate $180.00		Project Engineer Rate $120.00		Engineering Intern Rate $90.00		CADD Tech. Rate $80.00		Admin. Asst. Rate $70.00		TOTAL	
	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost
Task A - Update City Existing Conditions Hydraulic Model														
Import Field Survey Surface		$ -	2.0	$ 360.00	8.0	$ 960.00		$ -		$ -		$ -	10.0	$ 1,320.00
Update Topographic Survey		$ -	2.0	$ 360.00	8.0	$ 960.00		$ -		$ -		$ -	10.0	$ 1,320.00
Update Culvert Configuration And Roadway Data		$ -		$ -	8.0	$ 960.00		$ -		$ -		$ -	8.0	$ 960.00
Subtotal	0.0	$ -	4.0	$ 720.00	24.0	$ 2,880.00	0.0	$ -	0.0	$ -	0.0	$ -	28.0	**$ 3,600.00**
Task B - Develop Proposed Conditions Hydraulic Model														
Update ECM based on Conceptual Design		$ -	2.0	$ 360.00	8.0	$ 960.00		$ -		$ -		$ -	10.0	$ 1,320.00
Alternative Analysis of Matthews Drive and Duplex North Subdivision	2.0	$ 450.00	4.0	$ 720.00	16.0	$ 1,920.00		$ -		$ -		$ -	22.0	$ 3,090.00
Exhibit Preparation	1.0	$ 225.00	2.0	$ 360.00	8.0	$ 960.00		$ -		$ -		$ -	11.0	$ 1,545.00
Model Documentation			2.0	$ 360.00	4.0	$ 480.00							6.0	$ 840.00
QA/QC Proposed Model		$ -	2.0	$ 360.00		$ -		$ -		$ -		$ -	2.0	$ 360.00
Subtotal	3.0	$ 675.00	12.0	$ 2,160.00	36.0	$ 4,320.00	0.0	$ -	0.0	$ -	0.0	$ -	51.0	**$ 7,155.00**
Direct Expenses														
Report Covers And Binding			4 Sets @ $15/set											$ 60.00
Plotting - 11 X 17 Color Paper Plots			4 Sets x 10 Sheets @ $0.50/Sheet											$ 20.00
Reproduction - 8.5 X 11 Paper Copies			4 Sets x 100 Sheets @ $0.10/Sheet											$ 40.00
Delivery Service			2 FEDX Delivery @ $25.00											$ 50.00
Auto Expense			2 Mtgs x 60 Miles Per Trip @ $0.55/Mile											$ 66.00
Subtotal														**$ 236.00**

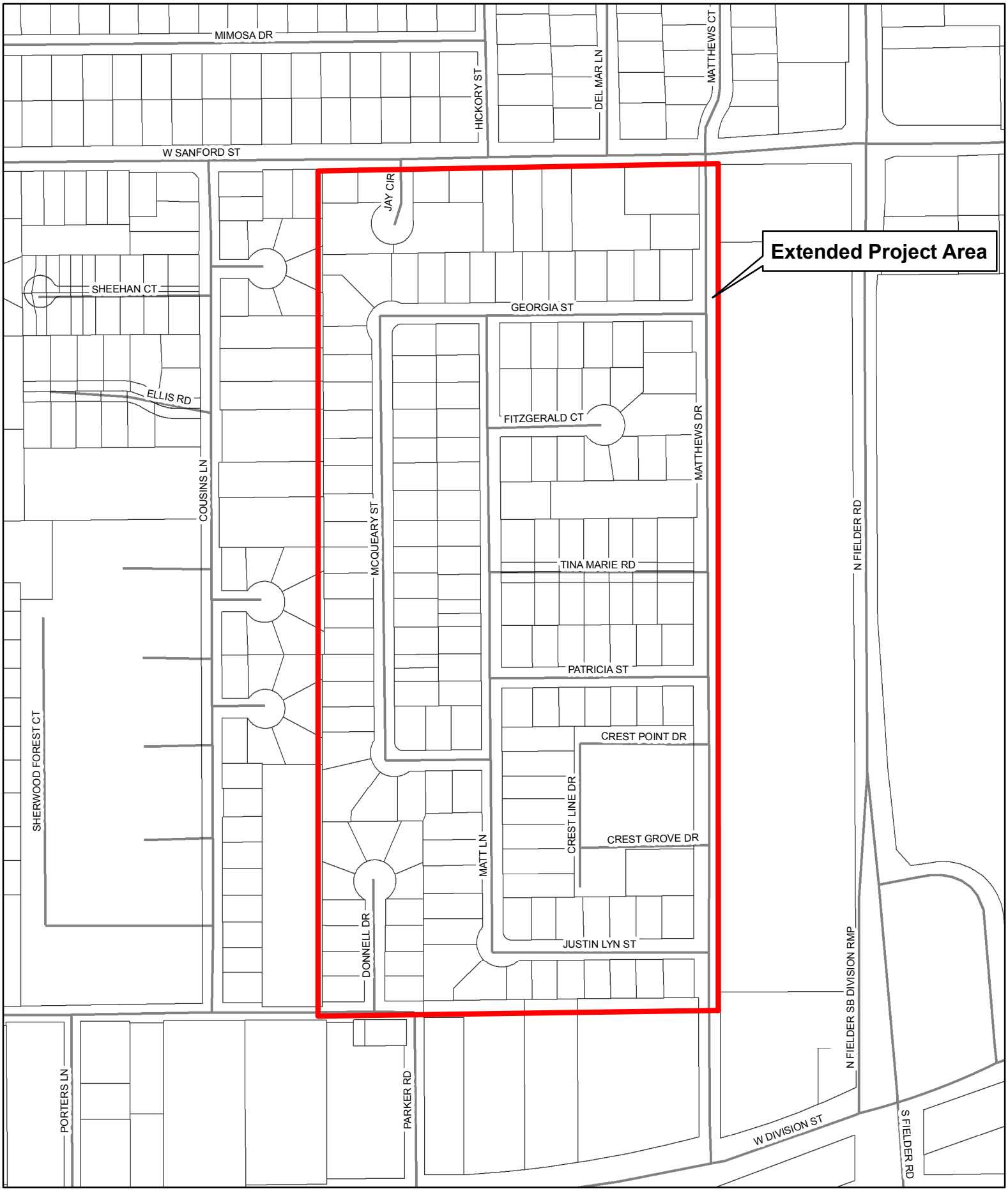
SUBTOTAL (SPECIAL SERVICES - DRAINAGE ANALYSIS) **$ 10,991.00**

B. TOPOGRAPHIC SURVEYS	RPLS Rate $140.00		Survey Tech Rate $95.00		Research Rate $60.00		2-Man Survey Crew Rate $135.00						TOTAL	
	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost					Hrs.	Cost
Locate Existing Control		$ -	2.0	$ 190.00		$ -	2.0	$ 270.00					4.0	$ 460.00
Establish Horizontal Control		$ -	2.0	$ 190.00		$ -	2.0	$ 270.00					4.0	$ 460.00
Establish Vertical Control		$ -	2.0	$ 190.00		$ -	2.0	$ 270.00					4.0	$ 460.00
Researching Deeds, Plats and Maps	1.0	$ 140.00	2.0	$ 190.00		$ -		$ -					3.0	$ 330.00
Cross-Section & Topo Of R.O.W. / Easement		$ -		$ -		$ -	24.0	$ 3,240.00					24.0	$ 3,240.00
Tie Existing Utilities		$ -		$ -		$ -	2.0	$ 270.00					2.0	$ 270.00
Reduction Of Survey Data		$ -		$ -		$ -	2.0	$ 270.00					2.0	$ 270.00
Create DTM		$ -		$ -		$ -		$ -					0.0	$ -
QA/QC	1.0	$ 140.00	2.0	$ 190.00		$ -		$ -					3.0	$ 330.00
Subtotal	2.0	$ 280.00	10.0	$ 950.00	0.0	$ -	34.0	$ 4,590.00					46.0	**$ 5,820.00**

SUBTOTAL (SPECIAL SERVICES - TOPOGRAPHIC SURVEYS) **$ 5,820.00**

TOTAL DRAINAGE DESIGN COST $ 47,966.00

END OF DOCUMENT



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Matthews Court Drainage Improvements Project
Extended Project Limits Location Map
Project No. PWDR12001

ARLINGTON
THE AMERICAN DREAM CITY

Staff Report

Engineering Services Contract for Greencove Drainage Improvements; Project No. PWDR014010	
City Council Meeting Date: 08/02/2016	Action Being Considered: Minute Order

RECOMMENDATION

Authorizing the City Manager or his designee to execute an Engineering Services contract with Halff Associates, Inc., of Grand Prairie, Texas, for the Greencove Drainage Improvements Project in an amount not to exceed $132,990.

PRIOR BOARD OR COUNCIL ACTION

On March 5, 2013, City Council approved Resolution No. 13-039, adopting the Capital Budget for Storm Water Utility Fund for Fiscal Year 2012-2013, beginning October 1, 2012, and ending September 30, 2013. Design of this project was included in the Capital Budget.

On February 24, 2015, City Council approved Minute Order No. MO02242015-009, authorizing the execution of an Engineering Services contract with Halff Associates, Inc., of Grand Prairie, Texas, for Conceptual Analysis of the Greencove Drainage Improvements Project in an amount not to exceed $46,500.

ANALYSIS

This contract includes the design of drainage improvements as recommended in the conceptual study. The improvements on Greencove Drive, Northridge Drive, and Oakwood Lane will reduce flood losses to structures on these streets, as well as Grandview Drive and Twin Elms Drive. Water and sanitary sewer lines will also be renewed and relocated to avoid conflicts with the new storm drain system.

The City of Arlington conducted a survey in 2014 that identified seven structures and three additional yards that flood along Greencove Drive and the surrounding neighborhood. Halff Associates, Inc. was hired in 2015 to complete a conceptual study, and identified eighteen structures in this neighborhood at risk of flooding in the event of the 100-year storm. Four additional structures on Twin Elms Drive, downstream of the existing Greencove drainage system, were also identified to experience recurring flooding. The conceptual study determined that the existing drainage system does not have capacity to sufficiently drain the subdivision, and that it surcharges downstream to flood multiple homes on Twin Elms Drive. This contract will address these issues by increasing the storm drain capacity and re-routing the outfall eastward.

Halff Associates, Inc. was selected to complete the conceptual study through an RFQ process. They have successfully completed a conceptual study, and utilizing their services for the design maintains project continuity.

	Not to Exceed
Data Collection and Start-Up:	$4,070
Field Surveys:	$6,490
Subsurface Utility Engineering:	$6,520
Geotechnical Investigations:	$7,010
Easements/Letters of Permission:	$5,210
Preliminary Design - Paving & Drainage:	$50,030
Preliminary Design – Water & Sewer	$16,680
Final Design – Paving & Drainage:	$25,470
Final Design – Water & Sewer:	$9,590
404 Permitting:	$920
Direct Expenses:	$1,000
Total:	**$132,990**

FINANCIAL IMPACT

Funding is available in the following accounts:

Storm Water Utility Fund Account No. 308501-61043-10990199	$106,720
Water Bond Fund Account No. 658502-61043-18161205	$13,135
Sanitary Sewer Bond Fund Account No. 648502-61043-17978204	$13,135

FY 2016	FY 2017	FY 2018
$10,000	$122,990	$0

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

David Wynn, P.E., Interim Director
Public Works & Transportation
817-459-6560
David.Wynn@arlingtontx.gov

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

Mandy Clark, P.E., CFM
Assistant Director
Public Works and Transportation
817-459-6592
Mandy.Clark@arlingtontx.gov

THE STATE OF TEXAS §

ENGINEERING SERVICES CONTRACT

COUNTY OF TARRANT §

THIS CONTRACT is made and entered into this 2nd day of August, 2016, by and between the City of Arlington, Tarrant County, Texas, a municipal corporation, hereinafter called "City" and Halff Associates, Inc., hereinafter called "Engineer," whose address is 2080 N. State Highway 360, Suite 350, Grand Prairie, Texas 75050-1497.

W I T N E S S E T H:

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

I.
Employment of Engineer

Engineer will perform all services under this contract to the prevailing engineering professional standards consistent with the level of care and skill ordinarily exercised by members of the engineering profession, both public and private, currently practicing in the same locality under similar conditions, including reasonable, informed judgments and prompt, timely action. If Engineer is representing that he/she has special expertise in one or more areas to be utilized in this contract, then Engineer agrees to perform those special expertise services to the appropriate local, regional or national professional engineering standards. Engineer will provide services necessary for the construction of improvements to City's infrastructure, the location and extent of which is known as: **Greencove Drainage Improvements, City of Arlington Project No. PWDR14010,** being located within the City of Arlington, Tarrant County, Texas, and hereinafter referred to as the "Project." The services to be performed by Engineer under this Contract include but are not limited to the services described in attached Scope of Services/Exhibit "A" which is attached and referenced herein as if written word for word.

II.
Compensation to Engineer

A. City agrees to pay to Engineer for all services outlined in Section III, a base design fee in an amount not to exceed $**79,570.00**. The following services are not included in this base fee:

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

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

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

4. Work necessary to design the water and sanitary sewer improvements as described by Section III.G., for which cost is set out in II.E.

B. All costs associated with performing the design field survey as outlined in III.B. shall be paid to Engineer by City in an amount not to exceed $**6,490.00**.

C. All costs associated with right-of-way acquisition data, as outlined in III.F., shall be paid to Engineer by City on an hourly fee basis as shown in Attachment "A" in an amount not to exceed $**5,210.00** unless mutually agreed to in writing by the parties hereto. Attachment "A" is hereby incorporated within this contract as if written word for word. In no case shall more than seventy-five percent (75%) of this amount be paid until all right-of-way acquisition data is accepted by City.

D. Direct expenses shall include subcontract charges for surveying, contract labor, computer time, printing, reproduction expense, communication expense, travel, transportation, and subsistence out of Tarrant and Dallas Counties directly related to the work. Direct costs shall not exceed the rates indicated in Attachment "A" for a total amount not to exceed $**1,000.00**. Attachment "A" is hereby incorporated within this contract as if written word for word and shall contain the result of the rates for direct costs multiplied by the factor of 1.1. Evidence of cost incurred for direct expenses shall be submitted with each billing.

E. All costs associated with design of the water and sanitary sewer improvements, as outlined in III.G., shall be paid to Engineer by City on an hourly fee basis as shown on Attachment "A" in an amount not to exceed $**26,270.00**.

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

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

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

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

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

5. No interest shall accrue for late payments. CITY shall not be required to pay any amount in excess of the original amount unless CITY shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts. If at any time it becomes evident that the cost estimates provided to CITY will not be sufficient to complete the authorized work, Engineer will immediately notify CITY in writing of said fact.

III.

Services

A. Additional Services – Engineer will also perform the following additional services. For each individual service the maximum fee is indicated in parenthesis. The fee shall be on an hourly basis, as shown in Attachment "A". In no case shall more than seventy-five percent (75%) of the amounts indicated below be paid until such services are accepted by City.

1. Engineer shall coordinate this Project with the U.S. Army Corps of Engineers and shall obtain the necessary Section 404 Permit required for construction of the Project (total fee not to exceed $**920.00**).

2. Engineer will establish the scope of and arrange for the soil and foundation investigations (total fee not to exceed $**7,010.00**).

3. In addition to the required services outlined in III.B., Engineer will perform Subsurface Utility Engineering (SUE) in accordance with CI/ASCE Standard 38-02 "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data", Quality Level A for area(s) defined by the City (total fee not to exceed $**6,520.00**).

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

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

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

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

4. Determining horizontal and vertical location of all underground utilities or other underground structures based upon information obtained in accordance with Section III where they cross any part of the proposed storm drainage system or street system or may affect the proposed Project. The Engineer shall not be responsible for the cost of exposing these utilities or repairing damage caused by such exposure unless due to omission or other negligence by Engineer.

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

C. General Requirements

1. Each time Engineer submits plans and specifications to City, eight (8) copies (four {4} full size {22”x34”}, four {4} half scaled {11x17}) and a .pdf of each shall be submitted to the Department of Public Works and Transportation. These shall be reviewed and checked by City and returned to Engineer for corrections. When the corrected copies of the plans and specifications are returned to City, the original and reviewed hard copies of the plans and specifications shall also be returned to City. All plans, specifications, documents, provisions, attachments, and correspondence provided in accordance with this contract shall be dated. The City will supply plans for Project to other parties, including, but not limited to franchised utilities, other City of Arlington departments, pipeline companies, railroad companies, TxDOT, or any other entity which has facilities within or adjacent to the Project.

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

3. Each set of plans shall be stamped "Review," and each sheet of the plans shall be signed and dated with license number noted by Engineer until approval of the final design construction plans by City, whereupon the word "Review" shall be

omitted and the plans shall be stamped "Final" on the cover sheet. Each sheet of the final plans shall include the Engineer's seal, signature and date.

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

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

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

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

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

D. Conceptual Design Plans – No Conceptual plans are required for this project.

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

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

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

G. Water and Sanitary Sewer Design – Engineer shall provide the water and/or sanitary sewer design with the plans. The water and sanitary sewer design requirements are included in the City of Arlington *Design Criteria Manual*.

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

1. Right-of-way plans and documents.

2. Construction plans.

3. Bid proposal.

4. Special specifications as required.

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

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

IV.
Time for Completion

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

1. Preliminary design construction plans in 75 calendar days from written notice to proceed with preliminary plans.

2. Final design construction plans and specifications in 30 calendar days from acceptance of preliminary plans and written notice to proceed with final plans. Subsequent submittals of final plans shall be returned to the City within six (6) weeks of the date of the previous review letter.

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

V.
Revisions of Plans and Specifications

City reserves the right to direct substantial revision of the plans, special provisions, and specifications after acceptance by City as City may deem necessary, but in such event, City shall pay Engineer equitable compensation for services rendered in making such revisions. In any event, when Engineer is directed to make substantial revisions under this Section of the contract, Engineer shall provide to City a written proposal for the entire costs involved in providing City a completed set of plans, specifications and special provisions, and the completion time involved in the revisions. Prior to Engineer undertaking any substantial revisions as directed by City, City must authorize in writing the nature and scope of the revisions and accept the method and amount of compensation and the time involved in all phases of the work.

If revisions of the final plans, special provisions, and specifications, or drawings are required by reason of Engineer's error or omission, then such revisions will be made by Engineer without additional compensation to the fees herein specified, and in a time frame as directed by City.

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

VI.
Engineer's Coordination with Owner

Engineer shall be available for conferences with City so that Project can be designed with the full benefit of City's experience and knowledge of existing needs and facilities and be consistent with current policies and construction standards. City shall make available to Engineer all existing plans, maps, field notes, and other data in its possession relative to the Project. Engineer may show justification to City for changes in design from City standards due to the judgment of said Engineer of a cost savings to City and/or due to the surrounding topographic conditions. City shall make the final decision as to any changes after appropriate request by Engineer.

VII.
Contract Termination Provision

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

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

VIII.
Ownership of Documents

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

IX.
Insurance

A. Engineer shall at Engineer's own expense, purchase, maintain and keep in force during the term of this contract such insurance as set forth below. Engineer shall not commence work under this contract until Engineer has obtained all the insurance required under this contract and such insurance has been approved by City, nor shall Engineer allow any subcontractor to commence work on his or her own subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this contract shall be written on an "occurrence" basis, except for professional liability. The insurance requirements shall remain in effect throughout the term of this

Contract. The policy limits stated below are at a minimum.

1. Workers' Compensation as provided by statute, Employers Liability Insurance of not less than $1,000,000 for each accident, $1,000,000 disease-each employee, $1,000,000 disease-policy limit.

2. Commercial General Liability Insurance, including Independent Contractor's Liability, Completed Operations and Contractual Liability, covering but not limited to the indemnification provisions of this contract, fully insuring Engineer's liability for injury to or death of employees of City and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a combined bodily injury and property damage minimum limit of $1,000,000 per occurrence and a $2,000,000 aggregate.

3. Commercial Automobile and Truck Liability Insurance, covering any auto or hired and non-owned vehicles, with a combined bodily injury and property damage limit of $1,000,000 per occurrence.

4. Professional Liability Insurance: Engineer shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance. Limits of liability shall be $1,000,000 per claim and $2,000,000 aggregate. Any such policy of insurance and the Declarations Page therefore shall identify if coverage is being provided on an "occurrence" or "claims-made" basis. If this coverage is being provided on a claims-made basis, Engineer must maintain this policy for a period of four (4) years after the completion of the project or shall purchase the extended reporting period or "tail" coverage insurance providing equivalent coverage for the same period of time.

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

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

1. Except for Worker's Compensation and Professional Liability insurance, the policy shall name City as an additional insured as to all applicable coverage. The additional insured shall extend to premises/operations and products/completed operations.

2. Each policy will require that thirty (30) days prior to the cancellation of coverage, 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
Department of Public Works and Transportation - Mail Stop 01-0220
Attn: Jenette T. Hull, Engineering Coordinator
PO Box 90231
Arlington, Texas 76004-3231

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

X.
Monies Withheld

When City has reasonable grounds for believing that:

A. Engineer will be unable to perform this contract fully and satisfactorily within the time fixed for performance; or

B. A claim exists or will exist against Engineer or City arising out of the negligence of the Engineer or the Engineer's breach of any provision of this contract; then

City may withhold payment of any amount otherwise due and payable to Engineer under this contract. Any amount so withheld may be retained by City for that period of time as it may deem advisable to protect City against any loss and may, after written notice to Engineer, be applied in satisfaction of any claim described herein. This provision is intended solely for the benefit of City, and no other person or entity shall have any right or claim against City by reason of City's failure or refusal to withhold monies. No interest shall be payable by City on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of City.

XI.
No Damages for Delays

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

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

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

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

The Engineer agrees to provide information about its minority status at time of contract execution. Engineer will also be required to submit cost information towards minority/woman owned businesses. The information submitted is for reporting purposes only and shall include the engineer and any other firms performing work as a part of this contract such as surveying services. See attached sample Prime and Subs & Minority/Women Business Enterprise (MWBE) Report form. Submitted form shall be accompanied by copy of certification(s) for Engineer and any applicable firms. Engineer will be required to submit anticipated dollar amounts towards these businesses (if applicable) upon execution of the contract for this project and actual dollar amounts spent with the monthly pay estimate. It will be the Engineer's responsibility to ensure submitted certification(s) are up-to-date, including for any applicable firms.

XIII.
Right to Inspect Records

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

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

XIV.
No Third Party Beneficiary

For purposes of this contract, including its intended operation and effect, the parties (City and Engineer) specifically agree and contract that: (1) the contract only affects matters/disputes between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or

entities may be in a contractual relationship with City or Engineer or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Engineer.

XV.
Successors and Assigns

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

XVI.
Engineer's Liability

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

XVII.
Indemnification

ENGINEER does hereby covenant and contract to indemnify and hold harmless CITY and all of its officials, officers, agents, employees and invitees, in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including reasonable attorney fees of litigation and/or settlement, that may arise by reason of death of or injury to persons or damage to or loss of use of property occasioned by any wrongful intentional act or omission of ENGINEER as well as any negligent omission, act or error of ENGINEER, its officials, officers, agents, employees and invitees, or other persons for whom ENGINEER is legally liable with regard to the performance of this Contract, whether said negligence is sole negligence, contractual comparative negligence, concurrent negligence or any other form of negligence. In the event of joint or concurrent negligence of ENGINEER and CITY, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas. Nothing in this paragraph is intended to waive any governmental immunity available to CITY under Texas law or waive any defenses of ENGINEER or CITY under Texas law. This paragraph shall not be construed for the benefit of any third party, nor does it create or grant any right or cause of action in favor of any third party against CITY or ENGINEER.

ENGINEER warrants that no music, literary or artistic work or other property protected by copyright will be reproduced or used, nor will the name of any entity

protected by trademark be reproduced or used by ENGINEER unless ENGINEER has obtained written permission from the copyright or trademark holder as required by law, subject also to CITY's consent. ENGINEER covenants to comply strictly with all laws respecting copyrights, royalties and trademarks and warrants that it will not infringe any related statutory, common law or other right of any person or entity in performing this Contract. ENGINEER will indemnify and hold CITY and its officers, agents and employees harmless from all claims, losses and damages (including reasonable attorney's fees) with respect to such copyright, royalty or trademark rights to the extent caused by ENGINEER or for whom ENGINEER is legally liable.

The provisions of this section are intended to only provide indemnification to the extent allowed by Texas Local Gov't Code Sec. 271.904 and shall be construed to that effect. The ENGINEER as allowed by Texas Local Gov't Code Sec. 271.904 will still name CITY as additional insured in its General Liability Policy and provide any defense as allowed by the policy.

XVIII.
Severability

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

XIX.
Independent Contractor

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

XX.
Disclosure

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

XXI.
Venue

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

XXII.
Entire Agreement

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

XXIII.
Applicable Law

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

XXIV.
Default

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

XXV.
Headings

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

XXVI.
Non-Waiver

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

XXVII.
Remedies

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

XXVIII.
Equal Employment Opportunity

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

XXIX.
Construction of Contract

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

XXX.
Notices

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

If intended for City, to:
City of Arlington - Mail Stop 01-0220
ATTN: Assistant Director of Public Works and Transportation/Stormwater
PO Box 90231
Arlington, Texas 76004-3231

If intended for Engineer, to:
Halff Associates, Inc.
Attn: Stephen Crawford, P.E.
2080 N. SH 360, Suite 350
Grand Prairie, Texas 75050

XXXI
Title VI

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

Appendix A of the USDOT Standard Title VI Assurances
During the performance of this contract, the engineer, for itself, its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

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

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

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

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

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

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

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

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

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

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

ENGINEER:
Halff Associates, Inc

BY:_____
Stephen Crawford, P.E.
Vice President

CITY OF ARLINGTON, TEXAS:

BY: _____
James F. Parajon, FAICP
Deputy City Manager

BY: _____
Walter J. Pishkur
Director of Water Utilities

APPROVED AS TO FORM:
Teris Solis, City Attorney

ATTEST:
Mary Supino, City Secretary

BY: _____

_____

THE STATE OF TEXAS §

COUNTY OF TARRANT §

Engineer Acknowledgment

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

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

_____
Notary Public In and For The State of Texas

_____
Notary's Printed Name

THE STATE OF TEXAS §

City Acknowledgement

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared James F. Parajon, FAICP, known to me to be a person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act of the City of Arlington, Texas, a Texas municipal corporation, and as Deputy City Manager thereof, and for the purposes and consideration therein expressed.

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

_____
Notary Public In and For The State of Texas

_____
Notary's Printed Name

THE STATE OF TEXAS §

City Acknowledgement

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Walter J. Pishkur, 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 Water Utilities thereof, and for the purposes and consideration therein expressed.

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

_____
Notary Public In and For The State of Texas

_____
Notary's Printed Name

PRIME AND SUBS &
MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE) REPORT

Please complete this form, include copy of certification(s) and return with executed contracts

Project Name: _____

Project No:_____ Date: _____

LEGEND

* Answer with "YES" or "NO"

AI - Native American (AI)
NW - Native American, Women-Owned (NW)
AS - Asian (AS)
AW - Asian, Women-Owned (AW)
BL - Black (BL)
BW - Black, Women-Owned (BW)
HI - Hispanic (HI)
HW - Hispanic, Women-Owned (HW)
WO - Women-Owned (WO)
Other _____

PRIME CONTRACTOR	*Arlington Firm (Yes/No)	*MWBE (Yes/No)	TYPE (Use abbreviation in Legend)	Anticipated Amount

LIST **ALL** SUBS:

Name of Company	Description of Primary Work Type (For prequalification verification purposes)	*Arlington Firm (Yes/No)	*MWBE (Yes/No)	TYPE (Use abbreviation in Legend)	Anticipated Amount

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

HALFF

EXHIBIT "A"

Proposal for Design - Greencove Drainage Improvements, Project No. PWDR14010

Halff Associates will utilize the recommended storm drain alternative as described in the Greencove Drainage Improvements Study as the basis for design. Additionally, Halff will utilize more detailed conceptual design data provided with this proposal, which includes paving and utility improvements, to develop preliminary and final design plans for the project. All designs shall be in compliance with City drainage standards as provided in the 2003 Design Criteria Manual and Standard Construction Details as currently amended.

SCOPE OF WORK

I. PRELIMINARY DESIGN

A. Data Collection & Start-Up

1. Meet with City of Arlington staff to set project objectives for the design and clarify specific requirements by the City regarding project
2. Meet with City Parks Department staff to determine proper procedures and design considerations for storm drain and outfall construction in Randol Mill Park and the associated pond
3. Confirm/obtain all existing and proposed plan/profiles of water, sewer, storm drains, gas, electric, telephone, and cable television facilities that may impact the project.
4. Research and obtain property information (appraisal district maps, record plats and deeds). City of Arlington to provide parcel information and available record plats.

B. Field Surveys

1. Establish horizontal and vertical control for proposed project locations based on City of Arlington datum
2. Survey property corners and determine property boundaries/right-of-way
3. Determine if any additional easements and temporary construction areas need to be obtained prior to design

C. Subsurface Utility Engineering

1. Subsurface utility locations will be provided for this project to determine locations of underground utilities that are adjacent to the project and that are known to be in conflict with the project. Halff will perform SUE in accordance with ASCE CI/ASCE 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data."
2. <u>Locating (Vacuum Excavation) – Level A:</u> Up to three (3) test holes will be performed on various subsurface utilities at locations specified by the City and/or Halff's design

HALFF ASSOCIATES, INC.
2080 N. STATE HIGHWAY 360, SUITE 350
GRAND PRAIRIE, TX 75050-1497
TEL (214) 201-1270
FAX (214) 201-1271
WWW.HALFF.COM

engineer. Halff will dig an 8" x 8" test hole, record the depth, backfill and compact the hole, and restore the surface to its original condition. An iron rod with cap or "x-cut" will be set to mark the location of the test hole. Halff will make a good faith effort to locate all utilities, but shall be compensated for work performed even if the utility is not located.

3. Designating – Level B: Halff will designate tonable subsurface utilities within the apparent existing ROW of Greencove Drive, Northwood Drive, and Oakwood Lane using geophysical prospecting equipment and mark with paint and/or pin flags. Designating irrigation lines, asbestos concrete as well as pvc lines without tracer wire or access is not included in this Work Authorization. Halff's services will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances. Because of limited record information, Halff cannot guarantee that all utilities will be found and marked on the project.

4. SUE Deliverables / CADD: Deliverables for the designating work will include an electronic file in Microstation and/or AutoCAD format containing the horizontal locations of the utilities. The utilities will be overlaid onto the base / seed file. A Test Hole Data Form will be completed and submitted to the City for each hole performed indicating depth, size, and material of utility. Electronic files of the test holes will also be provided in Microstation and/or AutoCAD format along with PDFs.

5. Traffic Control: Halff will provide routine/ordinary traffic control consisting of cones and free-standing signage for this project. It does not include lane closure(s), flag person(s), arrow board(s), changeable message board(s), or the preparation of engineered traffic control plans. If unique or additional traffic control situations are required once the exact test hole locations are determined, Halff will prepare a Supplemental Agreement and submit for approval.

D. Geotechnical Investigations (CMJ Engineering)

1. Geotech would consist of drilling 4 borings (total), field geologic reconnaissance, lab testing, engineering analysis and preparation of a geotechnical report. The report will address:

   a. Subsurface and ground water conditions
   b. Moisture content and soil identification
   c. Liquid and plastic limit determinations
   d. Sieve analyses/hydrometer analyses
   e. Unconfined compression tests on soil
   f. Direct shear tests on soil
   g. Unit weight determinations
   h. Absorption pressure and/or one-point pressure swell tests
   i. Earthwork and testing recommendations.
   j. Pavement recommendations

2. Halff will coordinate with the City & Geotech consultant on timing, scheduling, and ensuring proper access to the sites for the borings.

E. Easements/Letters of Permission

1. Prepare up to two (2) permanent easement documents to include field surveys to tie property corners, setting monumentation where needed, and providing metes & bounds description, sketches, and associated exhibits.
2. As needed, assist the City with preparing Letters of Permission (for City use) for access through private properties to the proposed construction areas.

F. Preliminary Design – 60%

1. Prepare Preliminary 60% Plans (prepared on 22-inch by 34-inch sheets, suitable for reduction to 11-inch by 17-inch half size prints) including:
   a. Title Sheet with location map and sheet index
   b. General Notes
   c. Typical Sections
   d. Project Layout & Survey Control
   e. Pavement and Utility Removal/Demolition Plans
   f. Paving Plan & Profile
   g. Striping Plans
   h. Grading Plans
   i. Drainage Area Map & Calculations
   j. Storm Drain Plan
   k. Water & Sanitary Sewer Layout
   l. Erosion Control Plans
2. Submit minimum of four (4) half size copies and four (4) full size copies
3. Prepare Preliminary Estimate of Probable Construction Cost
4. Provide a design memorandum two weeks following the 60% submittal in which all aspects of project design criteria shall be provided in narrative form.
5. Submit preliminary ROW/Easement documents.
6. Prepare documentation for a Section 404 Nationwide Permit 14 Pre-Construction Notification. Coordinate with the U.S. Army Corps of Engineers.

II. FINAL DESIGN

Upon approval of 60% preliminary plans and receipt of review comments from the City, final design for the Greencove Improvements will commence.

A. Final Design:

1. Prepare 90% Plans (prepared on 22-inch by 34-inch sheets, suitable for reduction to 11-inch by 17-inch half size prints), implementing City comments, including:
   a. Title Sheet with location map and sheet index
   b. General Notes

c. Typical Sections
d. Project Layout & Survey Control
e. Pavement & Utility Removal/Demolition Plans
f. Paving Plan & Profile
g. Striping Plans
h. Grading Plans
i. Drainage Area Map & Calculations
j. Storm Drain Plan & Profile
k. Water Plans
l. Sanitary Sewer Plan & Profile
m. Erosion Control Plans
n. Structural Details
o. City Details

2. Prepare any special specifications or provisions, as needed
3. Prepare Estimate of Probable Construction Cost
4. Submit final ROW/Easement documents
5. Address any City comments on the 90% submittal and prepare Final Construction Plans (100%).
6. Submit four (4) half size sets and four (4) full-size sets of 100% Plans for Pre-Final review and meet with City Staff for review and comments.
7. Submit 100% plans and any unique specifications, including four half size sets, four full size sets, one full size pdf, one half size pdf, and one dwg file.

Items not included in Scope of Work that could be provided for additional fee

A. Bidding Services
B. Construction Administration Services
C. Construction Staking Services

Greencove Drainage Improvements, Project No. PWDR14010

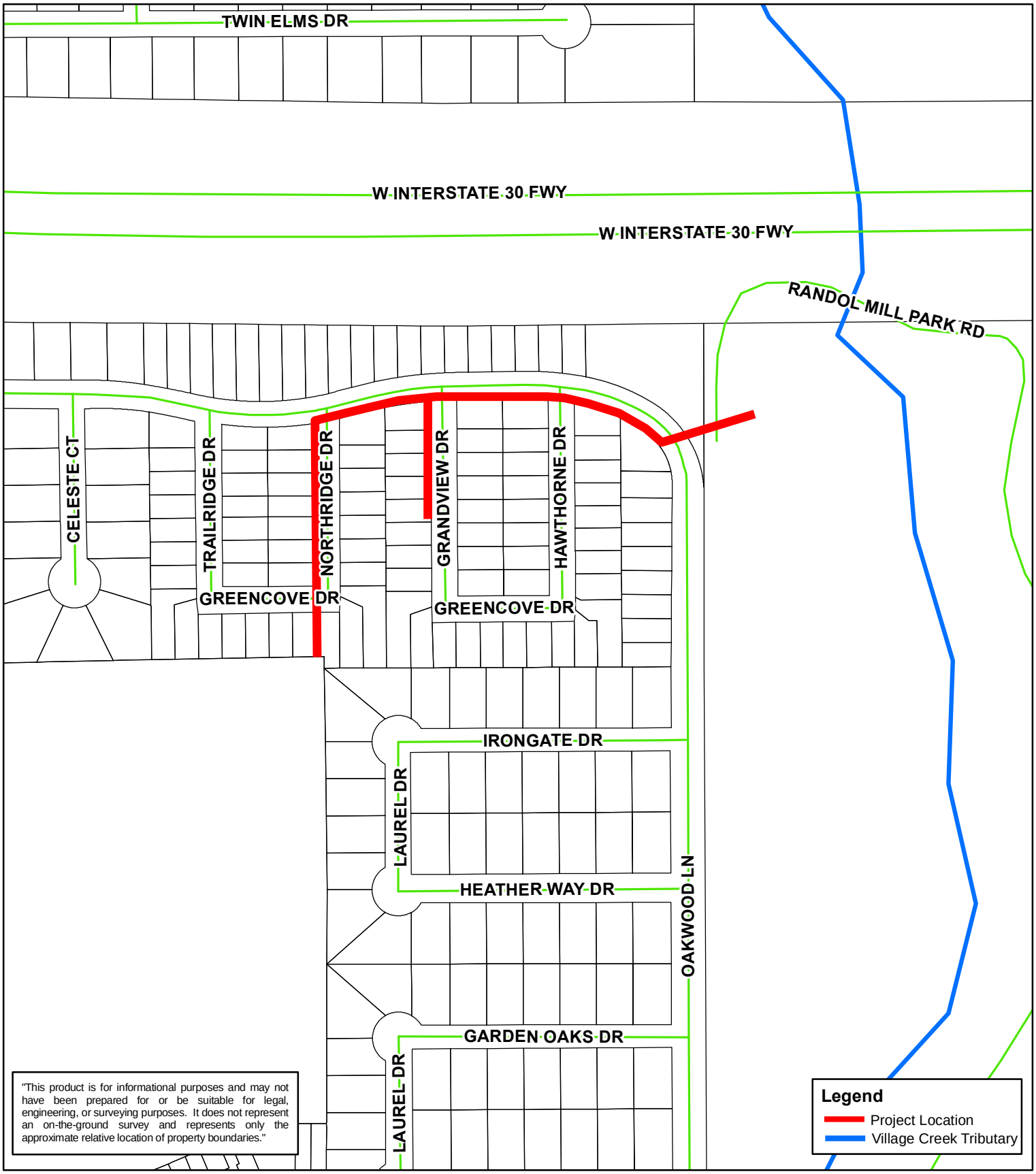
Halff Associates Man Hour Breakdown

ITEM	TASK	PM Crawford	PE Roberts	EIT 1 Dueck	EIT 2 Smith	H&H Hyden	Survey D.Calhoun	SUE/Survey Field Crew	Environmental Griffith	Structural Ebbert	CADD Hernandez	Clerical Thomas	Geotechnical CMI Engineering	Direct Costs	LABOR
	GREENCOVE DRAINAGE														
	PRELIMINARY DESIGN														
A	Data Collection & Start-Up	4	8	16								4			$4,070
B	Field Surveys		3	4			8	40							$6,490
C	Subsurface Utility Engineering		1	2				56							$6,520
D	Geotechnical Investigations		2	2									$6,500		$7,010
E	Easements/Letters of Permission		4	4			16	16							$5,210
F	Preliminary Design - 60% (Paving & Drainage)	9	45	150	60					60	120			$250	$50,030
	Preliminary Design - 60% (Water & Sewer)	3	15	50	20					20	40			$250	$16,680
	FINAL DESIGN														
A	Final Design (Paving & Drainage)	3	22	70	45					30	60			$250	$25,470
	Final Design (Water & Sewer)	1	10	30	15					10	20			$250	$9,590
B	Bidding Services (Not included)														
C	Constr. Services (Not included)														
D	404 Permitting								8						$920
Total		*20*	*110*	*328*	*140*	*0*	*24*	*112*	*8*	*120*	*240*	*4*	*$6,500*	*$1,000*	$131,990

ATTACHMENT A
Halff Associates
Range of Billing Rates
(*rates good through May 2017*)

Class	Description	Min		Max
080	Contracts Administrator	65.55	-	149.34
111	Civil-Gen-ASCE Grade 1	81.27	-	107.98
112	Civil-Gen-ASCE Grade 2	87.91	-	113.20
113	Civil-Gen-ASCE Grade 3	91.23	-	121.91
114	Civil-Gen-ASCE Grade 4	109.47	-	149.78
115	Civil-Gen-ASCE Grade 5	139.33	-	224.66
116	Civil-Gen-ASCE Grade 6	207.33	-	292.59
117	Civil-Gen-ASCE Grade 7	238.85	-	322.19
132	Civil-Struct-ASCE Grade 2	99.52	-	104.50
133	Civil-Struct-ASCE Grade 3	102.01	-	135.19
134	Civil-Struct-ASCE Grade 4	131.03	-	141.07
136	Civil-Struct-ASCE Grade 6	238.85	-	250.79
181	Landscape Arch Grade 1	69.66	-	73.15
182	Landscape Arch Grade 2	77.96	-	81.85
183	Landscape Arch Grade 3	77.96	-	148.03
184	Landscape Arch Grade 4	78.79	-	139.33
185	Landscape Arch Grade 5	147.62	-	182.87
212	Environ.Scient Level 2	75.47	-	104.50
213	Environ. Scient Level 3	102.01	-	120.17
214	Environ. Scient Level 4	114.45	-	174.16
215	Environ. Scient Level 5	184.94	-	194.19
311	Draftsman-Civil Level 1	51.75	-	60.86
312	Draftsman-Civil Level 2	69.00	-	72.45
313	Draftsman-Civil Level 3	65.21	-	81.51
314	Draftsman-Civil Level 4	75.90	-	98.71
315	Draftsman-Civil Level 5	94.01	-	120.45
317	Technician-Civil Level 2	119.03	-	124.98
318	Designer-Civil	96.60	-	168.93
331	Draftsman-Struct Level 1	61.24	-	72.45
334	Draftsman-Struct Level 4	99.53	-	104.51
410	Rodman	48.30	-	85.13
420	Instrument Man	48.30	-	94.19
430	Party Chief	58.65	-	92.37
435	Survey Technician	62.10	-	106.86
440	Surveyor-In-Training SIT	72.45	-	92.37
445	Registered Prof Land Svyr	117.76	-	167.19
450	Survey Dept Head	167.52	-	175.90
470	Utility Locator	55.20	-	65.21
472	SUE Tech 2/2-4 Yrs Exp	63.83	-	67.02
474	SUE Tech 3/4+ Yrs Exp	67.28	-	79.70
475	SUE Lead Tech 3	111.13	-	135.84
476	SUE Field Spvsr 1	91.43	-	96.00
478	SUE Field Spvsr 3	167.52	-	208.99
580	Secretary	51.75	-	98.71

END OF DOCUMENT



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Greencove Drainage Improvements
Project No. PWDR14010
Location Map

ARLINGTON
THE AMERICAN DREAM CITY

Prepared By:
PWT Engineering Operations
5/9/2016

Staff Report

Engineering Services Contract for Safe Route to School Sidewalk Program (Mayfield Road from Little Road to Woodside Drive); Project No. PWSW16002	
City Council Meeting Date: 08/02/16	Action Being Considered: Minute Order

RECOMMENDATION

Authorizing the City Manager or his designee to execute an Engineering Services Contract with Huitt-Zollars, Inc., of Dallas, Texas, for the design and right-of-way documents for the Safe Route to School Sidewalk Program (Mayfield Road from Little Road to Woodside Drive) in an amount not to exceed $65,950.

PRIOR BOARD OR COUNCIL ACTION

None

ANALYSIS

The 2014 Bond Election included funding for sidewalk projects throughout the city. Numerous requests from residents have been received for the construction of a safe route to school sidewalk on Mayfield Road between Little Road and Woodside Drive.

This contract provides for the preparation of right-of-way documents and construction drawings for a sidewalk on the south side of Mayfield Road from Little Road to Woodside Drive.

	Not to Exceed
Base Design Fee:	$38,100
Field Survey Work:	$19,950
ROW Document Preparation:	$4,400
Direct Costs:	$3,500
Total:	**$65,950**

FINANCIAL IMPACT

Funding is available in the Street Bond Fund Account No. 358504-61043-65910698.

FY 2016	FY 2017	FY 2018
$0	$65,950	$0

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

David G. Wynn, P.E., Interim Director
Public Works & Transportation
817-459-6560
David.Wynn@arlingtontx.gov

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

THE STATE OF TEXAS §

ENGINEERING SERVICES CONTRACT

COUNTY OF TARRANT §

THIS CONTRACT is made and entered into this 2nd day of August, 2016, by and between the City of Arlington, Tarrant County, Texas, a municipal corporation, hereinafter called "City" and Huitt-Zollars, Inc., hereinafter called "Engineer," whose address is 1717 McKinney Avenue, Suite 1400, Dallas, Texas 75202-1236.

W I T N E S S E T H:

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

I.
Employment of Engineer

Engineer will perform all services under this contract to the prevailing engineering professional standards consistent with the level of care and skill ordinarily exercised by members of the engineering profession, both public and private, currently practicing in the same locality under similar conditions, including reasonable, informed judgments and prompt, timely action. If Engineer is representing that he/she has special expertise in one or more areas to be utilized in this contract, then Engineer agrees to perform those special expertise services to the appropriate local, regional or national professional engineering standards. Engineer will provide services necessary for the construction of improvements to City's infrastructure, the location and extent of which is known as: **Safe Route to School Sidewalk Program (Mayfield Road from Little Road to Woodside Drive), City of Arlington Project No. PWSW16002,** being located within the City of Arlington, Tarrant County, Texas, and hereinafter referred to as the "Project." The services to be performed by Engineer under this Contract include but are not limited to the services described in attached Scope of Services/Exhibit "A" which is attached and referenced herein as if written word for word.

II.
Compensation to Engineer

A. City agrees to pay to Engineer for all services outlined in Section III, a base design fee in an amount not to exceed $**38,100.00**. The following services are not included in this base fee:

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

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

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

B. All costs associated with performing the design field survey as outlined in III.B. shall be paid to Engineer by City in an amount not to exceed $**19,950.00**.

C. All costs associated with right-of-way acquisition data, as outlined in III.F., shall be paid to Engineer by City on an hourly fee basis as shown in Attachment "A" in an amount not to exceed $**4,400.00** unless mutually agreed to in writing by the parties hereto. Attachment "A" is hereby incorporated within this contract as if written word for word. In no case shall more than seventy-five percent (75%) of this amount be paid until all right-of-way acquisition data is accepted by City.

D. Direct expenses shall include subcontract charges for surveying, contract labor, computer time, printing, reproduction expense, communication expense, travel, transportation, and subsistence out of Tarrant and Dallas Counties directly related to the work. Direct costs shall be an amount not to exceed $**3,500.00** as indicated in Attachment "A." Attachment "A" is hereby incorporated within this contract as if written word for word and shall contain the result of the rates for direct costs multiplied by the factor of 1.1. Evidence of cost incurred for direct expenses shall be submitted with each billing.

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

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

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

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

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

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

6. No interest shall accrue for late payments. CITY shall not be required to pay any amount in excess of the original amount unless CITY shall have approved in writing in advance (prior to the performance of additional work) the payment of

additional amounts. If at any time it becomes evident that the cost estimates provided to CITY will not be sufficient to complete the authorized work, Engineer will immediately notify CITY in writing of said fact.

III.

Services

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

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

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

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

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

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

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

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

C. General Requirements

1. Each time Engineer submits plans and specifications to City, eight (8) copies (four {4} full size {22”x34”}, four {4} half scaled {11x17}) and a .pdf of each shall be submitted to the Department of Public Works and Transportation. These shall be reviewed and checked by City and returned to Engineer for corrections. When the corrected copies of the plans and specifications are returned to City, the original and reviewed hard copies of the plans and specifications shall also be returned to City. All plans, specifications, documents, provisions, attachments, and correspondence provided in accordance with this contract shall be dated. The City will supply plans for Project to other parties, including, but not limited to franchised utilities, other City of Arlington departments, pipeline companies, railroad companies, TxDOT, or any other entity which has facilities within or adjacent to the Project.

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

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

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

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

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

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

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

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

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

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

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

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

1. Right-of-way plans and documents.

2. Construction plans.

3. Bid proposal.

4. Special specifications as required.

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

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

IV.
Time for Completion

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

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

2. Preliminary design construction plans in 30 calendar days from acceptance of the conceptual plans and written notice to proceed with preliminary plans.

3. Final design construction plans and specifications in 30 calendar days from acceptance of preliminary plans and written notice to proceed with final plans. Subsequent submittals of final plans shall be returned to the City within six (6) weeks of the date of the previous review letter.

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

V.
Revisions of Plans and Specifications

City reserves the right to direct substantial revision of the plans, special provisions, and specifications after acceptance by City as City may deem necessary, but in such event City shall

pay Engineer equitable compensation for services rendered in making such revisions. In any event, when Engineer is directed to make substantial revisions under this Section of the contract, Engineer shall provide to City a written proposal for the entire costs involved in providing City a completed set of plans, specifications and special provisions, and the completion time involved in the revisions. Prior to Engineer undertaking any substantial revisions as directed by City, City must authorize in writing the nature and scope of the revisions and accept the method and amount of compensation and the time involved in all phases of the work.

If revisions of the final plans, special provisions, and specifications, or drawings are required by reason of Engineer's error or omission, then such revisions will be made by Engineer without additional compensation to the fees herein specified, and in a time frame as directed by City.

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

VI.
Engineer's Coordination with Owner

Engineer shall be available for conferences with City so that Project can be designed with the full benefit of City's experience and knowledge of existing needs and facilities and be consistent with current policies and construction standards. City shall make available to Engineer all existing plans, maps, field notes, and other data in its possession relative to the Project. Engineer may show justification to City for changes in design from City standards due to the judgment of said Engineer of a cost savings to City and/or due to the surrounding topographic conditions. City shall make the final decision as to any changes after appropriate request by Engineer.

VII.
Contract Termination Provision

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

This contract may be terminated by Engineer with mutual consent of City at any time for any cause without penalty or liability except as may otherwise be specified herein. Engineer shall submit written notice to terminate contract and shall submit to City all plans and documents

relative to the design of Project. City shall then ascertain cost to complete the balance of the work under this contract. If the cost to complete the balance of the work is greater than the unpaid contract amount, City shall retain all unpaid balances and, in addition, Engineer shall pay directly to City the difference in the unpaid balance and the cost to complete the work. In no case shall City pay Engineer any additional monies other than those previously paid under the contract.

VIII.
Ownership of Documents

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

IX.
Insurance

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

1. Workers' Compensation as provided by statute, Employers Liability Insurance of not less than $1,000,000 for each accident, $1,000,000 disease-each employee, $1,000,000 disease-policy limit.

2. Commercial General Liability Insurance, including Independent Contractor's Liability, Completed Operations and Contractual Liability, covering but not limited to the indemnification provisions of this contract, fully insuring Engineer's liability for injury to or death of employees of City and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a combined bodily injury and property damage minimum limit of $1,000,000 per occurrence and a $2,000,000 aggregate.

3. Commercial Automobile and Truck Liability Insurance, covering any auto or hired and non-owned vehicles, with a combined bodily injury and property damage limit of $1,000,000 per occurrence.

4. Professional Liability Insurance: Engineer shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance. Limits of liability shall be $1,000,000 per claim and $2,000,000 aggregate. Any such policy of insurance and the Declarations Page therefore shall identify if coverage is being provided on an "occurrence" or "claims-made" basis. If this coverage is being provided on a claims-made basis, Engineer must maintain this policy for a period of four (4) years after the completion of the project or shall purchase the extended reporting period or "tail" coverage insurance providing equivalent coverage for the same period of time.

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

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

1. Except for Worker's Compensation and Professional Liability insurance, the policy shall name City as an additional insured as to all applicable coverage. The additional insured shall extend to premises/operations and products/completed operations.

2. Each policy will require that thirty (30) days prior to the cancellation of coverage, 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
Department of Public Works and Transportation - Mail Stop 01-0220
Attn: Jenette T. Hull, Engineering Coordinator
PO Box 90231
Arlington, Texas 76004-3231

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

X.
Monies Withheld

When City has reasonable grounds for believing that:

A. Engineer will be unable to perform this contract fully and satisfactorily within the time fixed for performance; or

B. A claim exists or will exist against Engineer or City arising out of the negligence of the Engineer or the Engineer's breach of any provision of this contract; then

City may withhold payment of any amount otherwise due and payable to Engineer under this contract. Any amount so withheld may be retained by City for that period of time as it may deem advisable to protect City against any loss and may, after written notice to Engineer, be applied in satisfaction of any claim described herein. This provision is intended solely for the benefit of City, and no other person or entity shall have any right or claim against City by reason of City's failure or refusal to withhold monies. No interest shall be payable by City on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of City.

XI.
No Damages for Delays

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

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

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

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

The Engineer agrees to provide information about its minority status at time of contract execution. Engineer will also be required to submit cost information towards minority/woman owned businesses. The information submitted is for reporting purposes only and shall include the engineer and any other firms performing work as a part of this contract such as surveying services. See attached sample Prime and Subs & Minority/Women Business Enterprise (MWBE) Report form. Submitted form shall be accompanied by copy of certification(s) for Engineer and any applicable firms. Engineer will be required to submit anticipated dollar amounts towards these businesses (if applicable) upon execution of the contract for this project and actual dollar

amounts spent with the monthly pay request. It will be the Engineer's responsibility to ensure submitted certification(s) are up-to-date, including for any applicable firms.

XIII.
Right to Inspect Records

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

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

XIV.
No Third Party Beneficiary

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

XV.
Successors and Assigns

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

XVI.
Engineer's Liability

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

accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by City for any defect in the designs, working drawings, specifications, or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by City for any defect in the designs, working drawings, specifications, or other documents prepared by said Engineer, its employees, subcontractor, agents and consultants.

XVII.

Indemnification

ENGINEER does hereby covenant and contract to indemnify and hold harmless CITY and all of its officials, officers, agents, employees and invitees, in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including reasonable attorney fees of litigation and/or settlement, that may arise by reason of death of or injury to persons or damage to or loss of use of property occasioned by any wrongful intentional act or omission of ENGINEER as well as any negligent omission, act or error of ENGINEER, its officials, officers, agents, employees and invitees, or other persons for whom ENGINEER is legally liable with regard to the performance of this Contract, whether said negligence is sole negligence, contractual comparative negligence, concurrent negligence or any other form of negligence. In the event of joint or concurrent negligence of ENGINEER and CITY, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas. Nothing in this paragraph is intended to waive any governmental immunity available to CITY under Texas law or waive any defenses of ENGINEER or CITY under Texas law. This paragraph shall not be construed for the benefit of any third party, nor does it create or grant any right or cause of action in favor of any third party against CITY or ENGINEER.

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

The provisions of this section are intended to only provide indemnification to the extent allowed by Texas Local Gov't Code Sec. 271.904 and shall be construed to that effect. The ENGINEER as allowed by Texas Local Gov't Code Sec. 271.904 will still name CITY as additional insured in its General Liability Policy and provide any defense as allowed by the policy.

XVIII.
Severability

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

XIX.
Independent Contractor

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

XX.
Disclosure

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

XXI.
Venue

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

XXII.
Entire Agreement

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

XXIII.
Applicable Law

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

XXIV.
Default

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

XXV.
Headings

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

XXVI.
Non-Waiver

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

XXVII.
Remedies

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

XXVIII.
Equal Employment Opportunity

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

XXIX.
Construction of Contract

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

XXX.
Notices

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

If intended for City, to:
City of Arlington - Mail Stop 01-0220
ATTN: Assistant Director of Public Works and
Transportation/Engineering and Construction
PO Box 90231
Arlington, Texas 76004-3231

If intended for Engineer, to:
Huitt-Zollars, Inc.
Attn: Kenneth Roberts, P.E.
1717 McKinney Avenue, Suite 1400
Dallas, Texas 75202-1236

XXXI.
Title VI

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

Appendix A of the USDOT Standard Title VI Assurances

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

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

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

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

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

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

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

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

(6) Incorporation of Provisions: The Engineer shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.
The Engineer shall take such action with respect to any subcontract or procurement as the City of Arlington or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event an Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the City of Arlington to enter into such litigation to protect the interests of the City of Arlington, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

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

ENGINEER:
Huitt-Zollars, Inc.

BY:_____
William E. Kallas, P.E.
Vice President

CITY OF ARLINGTON, TEXAS:

BY: _____
James F. Parajon, FAICP
Deputy City Manager

APPROVED AS TO FORM:
Teris Solis, City Attorney

ATTEST:
Mary Supino, City Secretary

BY: _____

_____

THE STATE OF TEXAS §

Engineer Acknowledgment

COUNTY OF TARRANT §

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

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

_____
Notary Public In and For The State of Texas

_____
Notary's Printed Name

THE STATE OF TEXAS §

City Acknowledgement

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared __James F. Parajon, FAICP__, known to me to be a person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act of the City of Arlington, Texas, a Texas municipal corporation, and as __Deputy City Manager__ thereof, and for the purposes and consideration therein expressed.

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

_____
Notary Public In and For The State of Texas

_____
Notary's Printed Name

My Commission Expires: _____

PRIME AND SUBS &
MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE) REPORT

Please complete this form, include copy of certification(s) and return with executed contracts

Project Name: _____

Project No: _____ Date: _____

LEGEND

* Answer with "YES" or "NO"

AI - Native American (AI)
NW - Native American, Women-Owned (NW)
AS - Asian (AS)
AW - Asian, Women-Owned (AW)
BL - Black (BL)
BW - Black, Women-Owned (BW)
HI - Hispanic (HI)
HW - Hispanic, Women-Owned (HW)
WO - Women-Owned (WO)
Other _____

PRIME CONTRACTOR	*Arlington Firm (Yes/No)	*MWBE (Yes/No)	TYPE (Use abbreviation in Legend)	Anticipated Amount

LIST **ALL** SUBS:

Name of Company	Description of Primary Work Type (For prequalification verification purposes)	*Arlington Firm (Yes/No)	*MWBE (Yes/No)	TYPE (Use abbreviation in Legend)	Anticipated Amount

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

SCOPE OF SERVICES
FOR ENGINEERING SERVICES CONTRACT
2016 SAFE ROUTE TO SCHOOL PROJECT
MAYFIELD ROAD
FROM LITTLE ROAD TO WOODSIDE DRIVE
ARLINGTON, TEXAS

The project consists of the preparation of construction plans and bid proposal form for the construction of a pedestrian Safe Route to School along the south side of Mayfield Road from Little Road to Woodside Drive. The project features are the construction of a new 5-foot wide reinforced concrete sidewalk, approximately 3,800 feet long with barrier free ramps at all street and as necessary at driveway intersections. The improvements will be designed and constructed in accordance with City of Arlington and TAS regulations. Services will include right-of-way & topographic survey work, right-of-way sketches & legal descriptions, the design & production of construction documents, and coordination with the City of Arlington and the franchised utility companies.

The project will be comprised of the following Professional Services as listed and described in greater detail below:

Field Survey Work

All Survey work will be performed in accordance with the published guidelines established by the City of Arlington follows:

A. Establish a horizontal control system using the NAD83 State Plane Grid Coordinate System and a vertical benchmark control system tied to NAVD88 or the latest version of the City's GPS Monument Manual located on the City of Arlington's Public Works & Transportation web page. The Engineer's Surveyor shall set control points for the project based on NAD83 and the latest version of the City's GPS Monument Manual approximately every 600 feet on both sides of the road. The closed benchmark circuit shall contain a minimum of four (4) benchmarks. All computations and fieldwork verifying the closure of the benchmark circuit shall be submitted to the City. Benchmarks shall be located so that they will not be disturbed during the right-of-way clearance and construction.
B. Establish a baseline on the ground for the project survey.
C. Research and locate existing right-of-way, easement, and property boundary information for all adjacent properties along the project limits along the south side of Mayfield Road and provide complete ownership information including lot, block and street address.
D. Take complete and accurate cross-sections at fifty (50) foot intervals from the center of Mayfield Road south to the existing and/or proposed right-of-way line. Cross-sections at driveways and lead sidewalks shall be extended 20 feet beyond the right-of-way line. Prepare a 0.5-foot contour interval map to be shown on the survey base map.
E. Perform a complete topographic survey of all existing features above and below ground level that would or could affect proposed construction. The topographic survey will encompass from the centerline of the existing Mayfield Road pavement south to the existing right-of-way and include the 20-foot cross-section extensions and the intersecting streets on the north side of Mayfield Road. These features shall include, but are not limited to, telephone poles, power poles, all other utilities or other structures located on or above

or below the surface, fences, retaining walls, water meters, detector check valves, manholes, vaults, sprinkler heads, structures, culverts, pipes and all other facilities in close proximity to the construction. Also, include street numbers for all existing houses and structures, all buildings, trees, steps, and other topographical features which would be of interest to the property owner in discussing the plans with City engineers. Create a survey base map in CAD showing all of this information to be used for the design of the project.

Conceptual Design Plans

A. Kick-off meeting.
B. The Consultant will meet with the City of Arlington to obtain their respective 'Record Drawings' and other available information about the project area.
C. Visit the project site to walk the alignment, take design notes, and photograph existing conditions.
D. Review the project site information, survey base map, and design standards. Prepare a conceptual alignment for the proposed sidewalk. The Conceptual Design will be prepared at a Scale of 1" = 20' on 22" x 34" plan sheets.
E. Submit the Conceptual Design to the City for review and approval prior to commencing with the preparation of the Preliminary Design. Meet with the City to discuss review comments.

Preliminary Design Construction Plans

A. Incorporate review comments from the Conceptual Design Plans into the design and produce the Preliminary Design Construction Plans approximately 80% complete and consisting of the following:
   a) Title Sheet
   b) Summary of Quantities
   c) Typical Sections
   d) General Notes
   e) Sidewalk Plans (No Profile)
   f) Miscellaneous Special Details
B. Prepare a Preliminary Opinion of Probable Construction Cost.
D. Submit the Preliminary Design Construction Plans to the City for review and approval. Production of the Final Design Construction Plans will not begin until the City has accepted the Preliminary Design Construction Plans. Meet with the City to discuss review comments and determine if any special specifications will be required.

Right-of-Way / Easement Determination

After acceptance of the Preliminary Design Construction Plans, the Engineer's Surveyor shall prepare, in conformance with City standards, individual parcel exhibits and field note legal descriptions for any additional right-of-way and/or permanent easements needed for the construction of the project. This information shall be required prior to acceptance of the final construction plans.

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

exhibits.

Final Design Construction Plans

Submit the Preliminary Design Construction Plans to the City for review and approval. Production of the Final Design Construction Plans will not begin until the City has accepted the Preliminary Design Construction Plans.

A. Incorporate review comments from the Preliminary Design Construction Plans into the design and produce the Final Design Construction Plans 100% complete and consisting of the following:
   a) Title Sheet
   b) Summary of Quantities
   c) Typical Sections
   d) General Notes
   e) Sidewalk Plans (No Profile)
   f) Miscellaneous Special Details
B. Complete Special Specifications if required.
C. Prepare a Final Opinion of Probable Construction Cost.
D. Prepare the Bid Proposal using the City's Microsoft Word template for inclusion in the contract bid documents that the City will prepare.
E. Submit the Final Design Construction Plans, Special Specifications, and Bid Proposal Form to the City for bidding of the project.
F. Assist the City, as required, in conducting a pre-bid conference.

No other surveying and/or engineering design services are included in this Scope of Services.

Construction Services

There are no construction related services of any kind in this contract. The City will be responsible for all Construction Administration, Support and Inspection. Record Drawings will not be produced with this contract.

END OF EXHIBIT "A"

ATTACHMENT "A"

2016 SAFE ROUTE TO SCHOOL
MAYFIELD ROAD
FROM LITTLE ROAD TO WOODSIDE DRIVE
ARLINGTON, TEXAS

FEE SUMMARY	
FIELD SURVEY WORK (Lim & Associates)	$ 19,950
CONCEPTUAL DESIGN PLANS (Huitt-Zollars)	$ 7,745
PRELIMINARY DESIGN CONSTRUCTION PLANS (Huitt-Zollars)	$ 18,790
FINAL DESIGN CONSTRUCTION PLANS (Huitt-Zollars)	$ 11,565
PROPERTY ACQUISTION DOCUMENTS	$ 4,400
DIRECT EXPENSES (Including Consultant Mark-up)	$ 3,500
TOTAL FEES	**$ 65,950**

TASK NO.	TASK DESCRIPTION	2-MAN FIELD CREW ($120/HR)	RPLS/PM ($120/HR)	SURVEY COORD. ($80/HR)	SURVEY CADD TECH ($60/HR)	RESEARCH ASSISTANT ($50/HR)	TOTAL HOURS
	FIELD SURVEY WORK(Minority Consultant)						
1	Coordination with Engineer		4				4
2	Research at City			4		4	8
3	Deed Research, Locate Property Corners, Prepare Work Map	8		4		8	20
4	Set Vertical Control and Run BM Loop in the Field	6					6
5	Set Horizontal Control and Perform Topo in the Field	60					60
6	Process Field Survey Data			4			4
7	Generate Contours			6	4		10
8	Analyze and Reconstruct Property Lines	8	2	12			22
9	Prepare Project Survey Base Map			2	80		82
10	Verify Survey Base Map in the Field and Revise as Necessary		2	6	6		14
11	Plot and Deliver Survey Base Map to Engineer				1	1	2
	FIELD SURVEY WORK TOTALS	82	8	38	91	13	232
		$ 9,840	$ 960	$ 3,040	$ 5,460	$ 650	**$ 19,950**

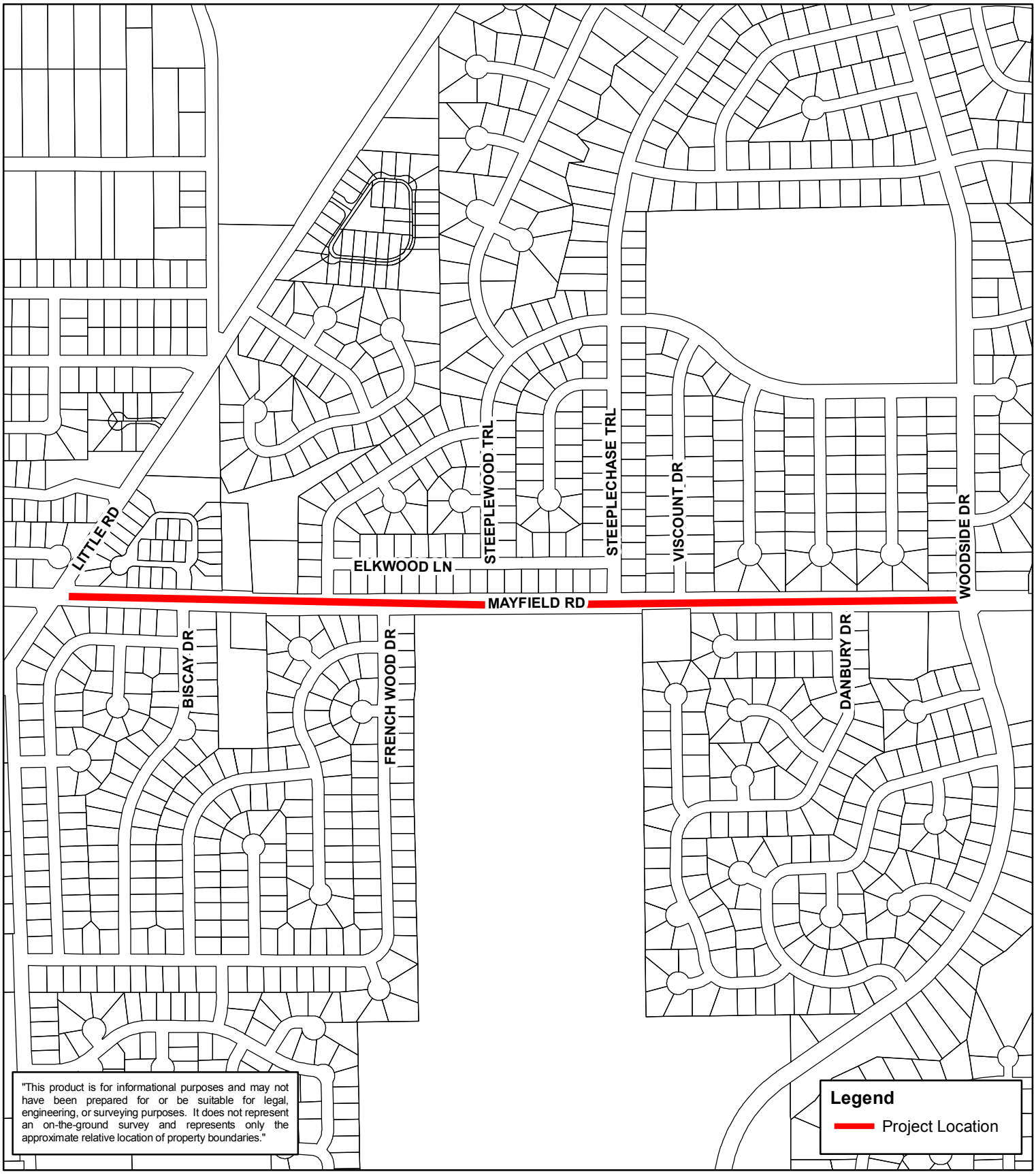
TASK NO.	TASK DESCRIPTION	PM HOURS ($240/HR)	ENGR HOURS ($160/HR)	SR. CADD TECH HOURS ($125/HR)	CLERICAL HOURS ($75/HR)	TOTAL HOURS
	CONCEPTUAL DESIGN PLANS (HZI)					
12	Kick-Off Meeting	2	2			4
13	Record Drawings Research at City		4			4
14	Project Site Visit Photography	4	4			8
15	Prepare Conceptual Design Plans	2	8	12		22
16	Submit Plans for Review and Meet with City to Receive Comments	2	4	2	1	9
	CONCEPTUAL DESIGN PLANS TOTALS	10	22	14	1	47
		$ 2,400	$ 3,520	$ 1,750	$ 75	**$ 7,745**
	PRELIMINARY DESIGN CONSTRUCTION PLANS (HZI)					
17	Title Sheet	1	2	4		7
18	Summary of Quantities	1	4	2		7
19	Typical Sections	1	4	8		13
20	General Notes	1	4	2		7
21	Sidewalk Plans	6	24	36		66
22	Miscellaneous Special Details	1	2	6		9
23	Prepare Opinion of Probable Construction Costs	1	4			5
24	Submit Plans for Review and Meet with City to Receive Comments	2	4	4		10
	PRELIMINARY DESIGN CONSTRUCTION PLANS TOTALS	14	48	62	0	124
		$ 3,360	$ 7,680	$ 7,750	$ -	**$ 18,790**

TASK NO.	TASK DESCRIPTION	PM HOURS ($240/HR)	ENGR HOURS ($160/HR)	SR. CADD TECH HOURS ($125/HR)	CLERICAL HOURS ($75/HR)	TOTAL HOURS
	FINAL DESIGN CONSTRUCTION PLANS (HZI)					
25	Title Sheet	1	1	2		4
26	Summary of Quantities	1	4	2		7
27	Typical Sections	1	2	4		7
28	General Notes	1	2	2		5
29	Sidewalk Plans	2	8	12		22
30	Miscellaneous Special Details	1	2	2		5
31	Special Specifications	2	2		4	8
32	Prepare Opinion of Probable Construction Costs	1	4			5
33	Prepare Bid Proposal Form	1	2		4	7
34	Submit Plans, Specs and Proposal Form to City for Bidding	1	1	1		3
35	Pre-Bid Conference	2				2
	FINAL DESIGN CONSTRUCTION PLANS TOTALS	14	28	25	8	75

MAHHOUR ESTIMATE
2016 SAFE ROUTE TO SCHOOL
MAYFIELD ROAD
FROM LITTLE ROAD TO WOODSIDE DRIVE
ARLINGTON, TEXAS

		$ 3,360	$ 4,480	$ 3,125	$ 600	**$ 11,565**

END OF DOCUMENT



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Safe Route to School Sidewalk Program
Mayfield Road.
(Little Road to Woodside Drive)
Project No. PWSW16002
Location Map

ARLINGTON
THE AMERICAN DREAM CITY

Prepared By:
PWT Engineering Operations
7/1/2016

Staff Report

Purchase of a Gradall Excavator, Bid Project 16-0159	
City Council Meeting Date: 8-2-16	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to approve the purchase a Gradall excavator with Kirby-Smith Machinery, Inc. of Fort Worth, Texas, through the Texas Local Government Purchasing Cooperative (TLGPC) in the estimated amount of $365,345.

PRIOR BOARD OR COUNCIL ACTION

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

ANALYSIS

This purchase is for a Gradall excavator for the Public Works and Transportation Department. The new unit will be assigned to the concrete crew for removal of failed concrete sections. Acquiring the Gradall will improve productivity and reduce the time roadways are closed for traffic. The machine will also be a valuable asset during emergency operations. The new unit has wheels, thus eliminating the need for a trailer for mobilization. A three-year vehicle maintenance program and warranty is included in the final purchase price.

The new vehicle meets the most current U.S. EPA's Emission standards for pollutant emissions for both gasoline and diesel engines.

FINANCIAL IMPACT

Utilizing the agreement with TLGPC was determined to be the most cost-effective method for purchasing the new Gradall excavator. Kirby-Smith Machinery, Inc. is under contract with TLGPC and will provide the new excavator in the estimated amount of $365,345. This is a one-time purchase and no financial impact is anticipated in future fiscal years directly related to this purchase.

FY 2016	FY 2017	FY 2018
$365,345	$0	$0

Funds are budgeted in the Street Sales Tax Account 720101-68201.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

David Wynn, P.E., Interim Director
Public Works & Transportation
817-459-6560
David.Wynn@arlingtontx.gov

Will Velasco, CPPB
Sr. Purchasing Agent
817-459-6302
Will.Velasco@arlingtontx.gov

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

Staff Report

Purchase of Office Furniture and Equipment for Water Utilities, Bid Project 16-0154	
City Council Meeting Date: 8-2-16	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to approve the purchase of office furniture and equipment for the Water Department with Staples Advantage, Inc. of Irving, Texas through the Texas Local Government Purchasing Cooperative (TLGPC) in the estimated amount of $25,000 and through the State of Texas Cooperative Purchasing Program in the estimated amount of $168,000 for a total of $193,000.

PRIOR BOARD OR COUNCIL ACTION

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

On April 01, 2008, the City Council adopted Resolution 08-102, allowing the City of Arlington to continue participating in the State of Texas Cooperative Purchasing Program.

On February 23, 2016, City Council approved Resolution 16-0134 adopting the capital budget for Water Utilities for Fiscal Year 2016. This budget included $220,000 for furniture and equipment.

ANALYSIS

This new furniture will replace existing furniture and equipment that is over 10 years old and no longer repairable or upgradeable. This purchase includes the design, delivery and installation of office furniture for the Water Department. The furniture package includes office furniture, training room furniture and audio/visual equipment for the South Service Center, office furniture and cubicle work stations for Water Administration, office furniture for the John Kubala Water Treatment Plant and Laboratory, and office furniture and breakroom furniture to complete the Pierce Burch Water Treatment Plant remodel.

FINANCIAL IMPACT

After investigating a number of alternatives, the State of Texas Cooperative Purchasing Program and the TLGPC were determined to be the most cost-effective methods for obtaining the furniture and equipment. Currently Staples Advantage, Inc. is under contract through the State of Texas Cooperative Purchasing Program and the TLGPC and will provide the furniture and equipment for an estimated amount of $193,000. This is a one-time purchase; therefore, no financial impact is anticipated in future fiscal years related to this purchase.

FY 2016	FY 2017	FY 2018
$193,000	$0	$0

Funds are budgeted in Water Utilities Account No:

Water Admin. Cubicle & Furniture	678501-60017-20145205	[$50,000]
Water Treatment Lab and JK WTP Furniture & Equipment	678501-68900-20148205	[$50,000]
SSC Office, Training Room Furniture and AV Equipment	658502-60017-18150205	[$55,000]
Pierce Burch Admin. Office and Breakroom Furniture	678501-68100-20040205	[$38,000]

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

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

Staff Report

Sole Source Purchase of a Malvern Zetasizer Online Analyzer System, Bid Project 16-0139	
City Council Meeting Date: 8-2-16	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to approve the sole source purchase of a zetasizer online analyzer system with Malvern Instruments, Inc. of Westborough, Massachusetts in the estimated amount of $71,775.

PRIOR BOARD OR COUNCIL ACTION

None.

ANALYSIS

This purchase is for a zetasizer online analyzer system to be installed and utilized at the John F. Kubala Water Treatment Plant for the purpose of optimizing coagulation control. Coagulation is the process of adding chemicals that produce positive charges to neutralize the negative charge of particles, allowing them to stick together and form larger particles which are more easily removed. Proper coagulation is critical to the successful and efficient treatment of a high quality drinking water supply.

Determining an optimized coagulant dose setting can be challenging due to changes in the raw water quality. Jar testing currently serves as the common practice for assessing the potential impact of changing the chemical dose settings. This effort is very time-consuming, lacks accuracy, requires many reiterations, is difficult to duplicate and entails full-scale implementation to verify.

The Malvern Zetasizer WT utilizes Electrophoretic Light Scattering (ELS) which correlates directly with coagulation performance. Designed for continuous water coagulation monitoring in water treatment systems the Zetasizer will collect, analyze, record and report real-time data directly to the treatment plant's Supervisory Control and Data Acquisition (SCADA) program.

This is an innovative technology that will provide Treatment Technicians with the real-time data needed to make quick, fact-based decisions for adjusting chemical dose settings and for continuous improvement of the coagulation process. Optimizing the coagulation process will aid in the subsequent processes of treatment leading to overall improved water quality with a high probability of chemical cost reduction. The purchase includes installation, equipment and training.

Malvern Instruments, Inc. is the sole provider for all Malvern equipment and services which incorporates patented technologies; therefore, the purchase is exempt from the competitive bidding statutes in accordance with Texas Local Government Code, Section 252.022 (a) 7 as sole-source procurement.

FINANCIAL IMPACT

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

FY 2016	FY 2017	FY 2018
$71,775	$0	$0

Funds are budgeted in Water Utilities Capital Account No. 658502-68251-18126205.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

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

Staff Report

SH360 (Sublett to City Limits) Water and Sanitary Sewer Relocations; Project No. WUOP16002	
City Council Meeting Date: 08-02-2016	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the execution of a Texas Department of Transportation (TxDOT) Project Utility Adjustment Agreement (PUAA) and Utility Adjustment Agreement Amendments (UAAA) with TxDOT, of Fort Worth, Texas and Lane-Abrams JV, LLC, of Mansfield, Texas, for the design and construction of utility adjustments on the SH360 South Extension project between Sublett Road and US287 in the estimated amount of $200,000.

PRIOR BOARD OR COUNCIL ACTION

On June 16, 2015, City Council approved a minute order, authorizing the execution of a Local Project Advance Funding Agreement (LPAFA) with the Texas Department of Transportation (TxDOT), of Fort Worth, Texas, for construction of intersection improvements on the SH 360 South Extension project between Sublett Road and US 287 in the estimated amount of $1,180,000.

On October 15, 2013, City Council approved resolution 13-257, supporting the Texas Department of Transportation and the North Texas Tollway Authority and their plan to construct tolled mainlanes and continuous frontage roads on SH 360 from East Sublett/West Camp Wisdom to US 287.

ANALYSIS

TxDOT awarded Lane-Abrams JV, LLC the design build contract for the SH360 South Extension. The project scope includes the addition of toll lanes and frontage road improvements between Sublett Road to US287. The City's existing water and sanitary sewer mains located within the State's right-of-way and/or in conflict with the proposed improvements will be relocated and constructed in accordance with §203.092 of the Texas Transportation Code, as amended, and 23 CFR 645 Subpart A (Utility Relocations, Adjustments and Reimbursement). The cost of design and construction of the utility relocations will be split between TxDOT and the City in accordance with the Texas Transportation Code Sec. 203.092. The total estimated cost of design and construction is $400,000.00. The estimated amount to be contributed towards the project by City of Arlington is $200,000.

FINANCIAL IMPACT

Funding is available in the following accounts:

Sanitary Sewer Bond Fund	648502-17977204-68250	$ 26,000
Water Bond Fund	658502-18160205-68252	$174,000

FY 2016	FY 2017	FY 2018
$200,000	$0	$0

ADDITIONAL INFORMATION

Attached:	TxDOT Project Utility Adjustment Agreement Location Map
Under separate cover:	None
Available in the City Secretary's Office:	None

STAFF CONTACTS

Walter J. Pishkur	Brad Franklin
Director of Water Utilities	Assistant Director of Water Utilities
817-459-6603	817-459-6632
Buzz.Pishkur@arlingtontx.gov	Brad.Franklin@arlingtontx.gov

County: TARRANT
ROW CSJ No.: 2266-02-145
Const. CSJ No.: 2266-02-136
Highway: SH 360
Limits: Camp Wisdom/ E. Sublett Rd to Ellis Co.
Fed. Proj. No.:

PROJECT UTILITY ADJUSTMENT AGREEMENT
(DB Contractor Managed)

Agreement No.: 360-U-501

THIS AGREEMENT, by and between LANE-ABRAMS JV, hereinafter identified as the "**DB Contractor**" and the City of Arlington, hereinafter identified as the "**Owner**", is as follows:

WITNESSETH

WHEREAS, the STATE OF TEXAS, acting by and through the Texas Department of Transportation, hereinafter identified as "TxDOT", is authorized to design, construct, operate, maintain, and improve projects as part of the state highway system throughout the State of Texas, all in conformance with the applicable provisions of Chapters 201, 203, 222, 223, 224 and 228 of the Texas Transportation Code, as amended; and

WHEREAS, the TxDOT proposes to construct a project identified as SH360 (the "Project") and classified as either Interstate, Toll or Traditional (meaning eligibility based on existing compensable interest in the land occupied by the facility to be relocated within the proposed highway right of way limits) as indicated below (*check one (1) box*). Reimbursement will be authorized by the type of project selected below in conformance with §203.092 of the Transportation Code,

☐ Interstate

☒ Toll

☐ Traditional

; and

WHEREAS, pursuant to that certain Design Build Agreement(the "DB") by and between TxDOT and the DB Contractor with respect to the Project, the DB Contractor has undertaken the obligation to design, construct, finance, operate and maintain the Project and adhere to all requirements in the DB; and

WHEREAS, the DB Contractor's duties pursuant to the DB include causing the relocation, removal or other necessary adjustment of existing Utilities impacted by the Project (collectively, "Adjustment"), subject to the provisions herein; and

WHEREAS, the Project may receive Federal funding, financing and/or credit assistance; and

WHEREAS, the DB Contractor has notified the Owner that certain of its facilities and appurtenances (the "Owner Utilities") are in locational conflict with the Project (and/or with the "Ultimate Configuration") of

the Project), and the Owner has requested that the DB Contractor undertake the Adjustment of the Owner Utilities as necessary to accommodate the Project (and the Ultimate Configuration) and the Owner agrees that the "Project" will be constructed in accordance with §203.092 of the Texas Transportation Code, as amended, and 23 CFR 645 Subpart A (Utility Relocations, Adjustments and Reimbursement); and

WHEREAS, the Owner Utilities and the proposed Adjustment of the Owner Utilities are described as follows *[insert below a description of the affected facilities (by type, size and location) as well as a brief description of the nature of the Adjustment work to be performed (e.g., "adjust 12" waterline from approximately Highway Station 100+00 to approximately Highway Station 200+00)]*:

_____; and

WHEREAS, the Owner recognizes that time is of the essence in completing the work contemplated herein; and

WHEREAS, the DB Contractor and the Owner desire to implement the Adjustment of the Owner Utilities by entering into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of these premises and of the mutual covenants and agreements of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the DB Contractor and the Owner agree as follows:

1. **Preparation of Plans.** [*Check one (1) box that applies:*]

☒ The DB Contractor has hired engineering firm(s) acceptable to the Owner to perform all engineering services needed for the preparation of plans, required specifications, and cost estimates, attached hereto as Exhibit A (collectively, the "Plans"), for the proposed Adjustment of the Owner Utilities. The DB Contractor represents and warrants that the Plans conform to the most recent Utility Accommodation Rules issued by the Texas Department of Transportation ("TxDOT"), as set forth in 43 Tex. Admin. Code Part 1, Chapter 21, Subchapter C, *et seq.* (the "UAR"). By its execution of this Agreement or by the signing of the Plans, the Owner hereby approves and confirms that the Plans are in compliance with the "standards" described in Paragraph 3(a)(4).

☐ The Owner has provided plans, required specifications and cost estimates, attached hereto as Exhibit A (collectively, the "Plans"), for the proposed Adjustment of the Owner Utilities. The Owner represents and warrants that the Plans conform to the most recent Utility Accommodation Rules issued by the Texas Department of Transportation ("TxDOT"), as set forth in 43 Tex. Admin. Code Part 1, Chapter 21, Subchapter C, *et seq.* (the "UAR"). By its execution of this Agreement, the DB Contractor and the Owner hereby approve the Plans. The Owner also has provided to the DB Contractor a Utility plan view map illustrating the location of existing and proposed Utility facilities on the DB Contractor's right of way map of the Project. With regard to its preparation of the Plans, the Owner represents as follows *[check one (1) box that applies]*:

☐ The Owner's employees were utilized to prepare the Plans, and the charges therefore do not exceed the Owner's typical costs for such work.

☐ The Owner utilized consulting engineers to prepare the Plans, and the fees for such work are not based upon a percentage of construction costs. Further, such fees encompass only the work necessary to prepare the Plans for Adjustment of the Owner Utilities described herein, and do not include fees for work done on any other project. The fees of the consulting engineers are reasonable and are comparable to the fees typically charged by consulting engineers in the locale of the Project for comparable work for the Owner.

2. **Review by TxDOT.** The parties hereto acknowledge and agree as follows:

(a) Upon execution of this Agreement by the DB Contractor and the Owner, the DB Contractor will submit this Agreement, together with the attached Plans, to TxDOT for its review and approval as part of a package referred to as a "Utility Assembly". The parties agree to cooperate in good faith to modify this Agreement and/or the Plans, as necessary and mutually acceptable to all parties, to respond to any comments made by TxDOT thereon. Without limiting the generality of the foregoing:

(i) The Owner agrees to respond (with comment and/or acceptance) to any modified Plans and/or Agreement prepared by the DB Contractor in response to TxDOT comments within **14 Business Days** after receipt of such modifications; and

(ii) If the Owner originally prepared the Plans, the Owner agrees to modify the Plans in response to TxDOT comments and to submit such modified Plans to the DB Contractor for its comment and/or approval (and re-submittal to TxDOT for its comment and/or approval) within **14 Business Days** after receipt of TxDOT's comments.

The Owner's failure to timely respond to any modified Plans submitted by the DB Contractor pursuant to this paragraph shall be deemed the Owner's approval of same. If the Owner fails to timely prepare modified Plans which are its responsibility hereunder, then the DB Contractor shall have the right to modify the Plans for the Owner's approval as if the DB Contractor had originally prepared the Plans. The process set forth in this paragraph will be repeated until the Owner, the DB Contractor and TxDOT have all approved this Agreement and the Plans.

(b) The parties hereto acknowledge and agree that TxDOT's review, comments and approval of a Utility Assembly or any component thereof shall constitute TxDOT's approval of the location and manner in which a Utility Assembly will be installed, adjusted, or relocated within the State Highway right of way (the "ROW"), subject to the DB Contractor and the Owner's satisfactory performance of the Adjustment work in accordance with the approved Plans. TxDOT has no duty to review Owner Utilities or components for their quality or adequacy to provide the intended Utility service.

3. **Design and Construction Standards.**

(a) All design and construction performed for the Adjustment work which is the subject of this Agreement shall comply with and conform to the following:

(1) All applicable local and State Laws, regulations, decrees, ordinances and policies, including the UAR, the *Utility Manual* issued by TxDOT (to the extent its requirements are mandatory for the Utility Adjustment necessitated by the

Project, as communicated to the Owner by the DB Contractor or TxDOT), the requirements of the DB, and the policies of TxDOT;

(2) All Federal Laws, regulations, decrees, ordinances and policies applicable to projects receiving Federal funding, financing and/or credit assistance, including without limitation, 23 CFR 645 Subpart A and B; and the Buy America provisions of 23 U.S.C. §313 and 23 CFR 635.410. The Utility Owner shall supply, upon request by the DB Contractor or TxDOT, proof of compliance with the aforementioned Laws, rules and regulations prior to the commencement of construction;

(3) The terms of all governmental permits or other approvals, as well as any private approvals of third parties necessary for such work;

(4) The standard specifications, standards of practice, and construction methods (collectively, "standards") which the Owner customarily applies to Utility facilities comparable to the Owner Utilities that are constructed by the Owner or for the Owner by its contractors at the Owner's expense, which standards are current at the time this Agreement is signed by the Owner, and which the Owner has submitted to the DB Contractor in writing; and

(5) Owner agrees that all service meters must be placed outside of the State ROW.

(b) Such design and construction also shall be consistent and compatible with:

(i) The DB Contractor's current design and construction of the Project;

(ii) The "Ultimate Configuration" for the Project; and

(iii) Any other Utilities being installed in the same vicinity.

The Owner acknowledges receipt of Project plans and Ultimate Configuration documents from the DB Contractor as necessary to comply with the foregoing. The Owner shall review and approve all Project plans and Ultimate Configuration documents, only as they are directly related to the Owners facilities. In case of any inconsistency among any of the standards reference in this Agreement, the most stringent standard shall apply.

(c) The plans, specifications, and cost estimates contained in Exhibit A shall identify and detail all Utility facilities that the Owner intends to abandon in place rather than remove, including material type, quantity, size, age and condition. No facilities containing hazardous or contaminated materials may be abandoned, but shall be specifically identified and removed in accordance with the requirements of subparagraph (a). It is understood and agreed that the DB Contractor shall not pay for the assessment and remediation or other corrective action relating to soil and ground water contamination caused by the Utility facility prior to the removal.

4. **Responsibility for Costs of Adjustment Work.** With the exception of any Betterment (hereinafter defined), the parties shall allocate the cost of any Adjustment between themselves as identified in Exhibit A and in accordance with §203.092 of the Texas Transportation Code. An

allocation percentage may be determined by application of an eligibility ratio, if appropriate, as detailed in Exhibit A.

5. **Construction by the DB Contractor.**

(a) The Owner hereby requests that the DB Contractor perform the construction necessary to adjust the Owner Utilities and the DB Contractor hereby agrees to perform such construction. All construction work hereunder shall be performed in a good and workmanlike manner, and in accordance with the Plans (except as modified pursuant to Paragraph 16).

(b) The DB Contractor shall retain such contractor or contractors as are necessary to adjust the Owner Utilities.

(c) The DB Contractor shall obtain all permits necessary for the construction to be performed by the DB Contractor hereunder, and the Owner shall cooperate in that process as needed.

6. **Reimbursement of Owner's Indirect Costs.**

(a) DB Contractor agrees to reimburse the Owner its share, if applicable, of the Owner's indirect costs (e.g., engineering, inspection, testing, ROW) as identified in Exhibit A. When requested by the Owner, monthly progress payments will be made. The monthly payment will not exceed 80% of the estimated indirect work done to date. Once the indirect work is complete, final payment of the eligible indirect costs will be made. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

(b) The Owner's indirect costs associated with Adjustment of the Owner Utilities shall be developed pursuant to the method checked and described below [*check only one (1) box*]:

☒ (1) Actual related indirect costs accumulated in accordance with:

(i) A work order accounting procedure prescribed by the applicable Federal or State regulatory body, or

(ii) Established accounting procedure developed by the Owner and which the Owner uses in its regular operations

*(either (i) or (ii) referred to as "**Actual Cost**")*, OR

☐ (2) The agreed sum of $_____ ("**Agreed Sum**") as supported by the analysis of the Owner's estimated costs attached hereto as part of Exhibit A.

(c) All indirect costs charged to the DB Contractor by the Owner shall be reasonable and shall be computed using rates and schedule not exceeding those applicable to similar work performed by or for the Owner at the Owner's expense. The DB Contractor's performance of the Adjustment work hereunder and payment of the DB Contractor's share of the Owner's costs pursuant to this Agreement, if applicable, shall be full compensation to the Owner for all costs incurred by the Owner in adjusting the Owner Utilities (including without limitation, costs of relinquishing and/or acquiring right of way).

7. **Advancement of Funds by Owner for Construction Costs.**

(a) Advancement of Owner's share, if any, of estimated costs, Exhibit A shall identify all estimated engineering and construction-related costs, including labor, material, equipment and other miscellaneous construction items. Exhibit A shall also identify the Owner's and DB Contractor's respective shares of the estimated costs. The Owner shall advance to the DB Contractor its allocated share, if any, of the estimated costs for construction and engineering work to be performed by the DB Contractor, in accordance with the following terms:

☒ The adjustment of the Owner's Utilities does not require advancement of funds.

☐ The adjustment of the Owner's Utilities does not require advancement of funds and the terms agreed to between the DB Contractor and the Owner are listed below.

[Insert terms of advance funding to be agreed between DB Contractor and Owner]

(b) Adjustment Based on Actual Costs or Agreed Sum

[*Check the one (1) appropriate provision, if advancement of funds is required*]:

☒ The Owner is responsible for its share of the DB Contractor's actual cost for the Adjustment, including the identified Betterment. Accordingly, upon completion of all Adjustment work to be performed by both parties pursuant to this Agreement, (i) the Owner shall pay to the DB Contractor the amount, if any, by which the actual cost of the Betterment (as determined in Paragraph 9(b)) *plus* the actual cost of Owner's share of the Adjustment (based on the allocation set forth in Exhibit A) exceeds the estimated cost advanced by the Owner, or (ii) the DB Contractor shall refund to the Owner the amount, if any, by which such advance exceeds such actual cost, as applicable.

☐ The Agreed Sum is the agreed and final amount due for the Adjustment, including any Betterment, under this Agreement. Accordingly, no adjustment (either up or down) of such amount shall be made based on actual costs.

8. **Invoices.** On invoices prepared by either the Owner or the DB Contractor, all costs developed using the "**Actual Cost**" method described in Paragraph 6(b)(1) shall be itemized in a format allowing for comparisons to the approved estimates, including listing each of the service performed, the amount of time spent and the date on which the service was performed. The original and three (3) copies of each invoice, together with (i) such supporting information to substantiate all invoices as reasonably requested, and (ii) such waivers and releases of liens as the other party may reasonably require, shall be submitted to the other party at the address for notices stated in Paragraph 21, unless otherwise directed pursuant to Paragraph 22.

The Owner and the DB Contractor shall make commercially reasonable efforts to submit final invoices no later than 120 days after completion of work. The Owner and the DB Contractor hereby acknowledge and agree that any costs submitted to the other party within 12 months

following completion of all Adjustment work to be performed by the parties pursuant to this Agreement shall be deemed to have been abandoned and waived.

9. **Betterment and Salvage.**

(a) For purposes of this Agreement, the term "Betterment" means any upgrading of an Owner Utility being adjusted that is not attributable to the construction of the Project and is made solely for the benefit of and at the election of the Owner, including but not limited to an increase in the capacity, capability, efficiency or function of the adjusted Utility over that provided by the existing Utility or an expansion of the existing Utility; *provided, however*, that the following are not considered Betterments:

(i) Any upgrading which is required for accommodation of the Project;

(ii) Replacement devices or materials that are of equivalent standards although not identical;

(iii) Replacement of devices or materials no longer regularly manufactured with the next highest grade or size;

(iv) Any upgrading required by applicable Laws, regulations or ordinances;

(v) Replacement devices or materials which are used for reasons of economy (e.g., non-stocked items that may be uneconomical to purchase); or

(vi) Any upgrading required by the Owner's written "standards" meeting the requirements of Paragraph 3(a)(4).

[*Include the following for fiber optic Owner Utilities only:*] Extension of an adjustment to the nearest splice boxes shall not be considered a Betterment if required by the Owner in order to maintain its written telephony standards.

Any upgrading required by the Owner's written "standards" meeting the requirements of Paragraph 3(a)(4) shall be deemed to be direct benefit to the Project.

(b) It is understood and agreed that the DB Contractor shall not pay for any Betterments and that the Owner shall be solely responsible therefor. NO Betterment may be performed hereunder which is incompatible with the Project or the Ultimate Configuration or which cannot be performed within the other constraints of applicable Law, any applicable governmental approvals, including without limitation the scheduling requirements thereunder.

Accordingly, the parties agree as follows [*check the <u>one</u> (1) box that applies, and complete if appropriate*]:

☐ The Adjustment of the Owner Utilities pursuant to the Plans does not include any Betterment.

☐ The Adjustment of the Owner Utilities pursuant to the Plans includes a Betterment to the Owner Utilities by reason of *[Insert explanation, e.g. "replacing 12" pipe with 24" pipe]*: _____.

The DB Contractor has provided to the Owner comparative estimates for (i) all work to be performed by the DB Contractor pursuant to this Agreement, including work attributable to the Betterment, and (ii) the cost to perform such work without the Betterment, which estimates are hereby approved by the Owner. The estimated cost of the DB Contractor's work hereunder which is attributable to Betterment is $_____, calculated by *subtracting* (ii) from (i). The percentage of the total cost of the DB Contractor's work hereunder which is attributable to Betterment is _____%, calculated by *subtracting* (ii) from (i), which remainder is *divided* by (i).

(c) If Paragraph 9(b) identifies Betterment, the Owner shall advance to the DB Contractor, at least **14 Business Days** prior to the date scheduled for commencement of construction for Adjustment of the Owner Utilities, the estimated cost attributable to Betterment as set forth in Paragraph 9(b). Should the Owner fail to advance payment to the DB Contractor **14 Business Days** prior to commencement of the Adjustment construction, the DB Contractor shall have the option of commencing and completing (without delay) the Adjustment work without installation of the applicable Betterment. *[If Paragraph 9(b) identifies Betterment, check the one (1) appropriate provision]*:

☐ The estimated cost stated in Paragraph 9(b) is the agreed and final amount due for Betterment hereunder, and accordingly no adjustment (either up or down) of such amount shall be made based on actual costs.

☐ The Owner is responsible for the DB Contractor's actual cost for the identified Betterment. Accordingly, upon completion of all Adjustment work to be performed by both parties pursuant to this Agreement, (i) the Owner shall pay to the DB Contractor the amount, if any, by which the actual cost of the Betterment (determined as provided below in this paragraph) exceeds the estimated cost advanced by the Owner, or (ii) the DB Contractor shall refund to the Owner the amount, if any, by which such advance exceeds such actual cost, as applicable. Any additional payment by the Owner shall be due within **60 calendar days** after the Owner's receipt of the DB Contractor's invoice therefor, together with supporting documentation; and refund shall be due within **60 calendar days** after completion of the Adjustment work hereunder. The actual cost of Betterment incurred by the DB Contractor shall be calculated by *multiplying* (i) the Betterment percentage stated in Paragraph 9(b), by (ii) the actual cost of all work performed by the DB Contractor pursuant to this Agreement (including work attributable to the Betterment), as invoiced by the DB Contractor to the Owner.

(d) If Paragraph 9(b) identifies Betterment, the amount allocable to Betterment in the Owner's indirect costs shall be determined by applying the percentage of the Betterment calculated in Paragraph 9(b) to the Owner's indirect costs. The Owner's invoice to the DB Contractor for the DB Contractor's share of the Owner's indirect costs, shall credit the DB Contractor with any Betterment amount determined pursuant to this Paragraph 9(d).

(e) For any Adjustment from which the Owner recovers any materials and/or parts and retains or sells the same, after application of any applicable Betterment credit, the Owner's invoice to the DB Contractor for its costs shall credit the DB Contractor with the salvage value for such materials and/or parts.

(f) The determination and calculations of Betterment described in this Paragraph 9 shall exclude right of way acquisition costs. Betterment in connection with right of way acquisition is addressed in Paragraph 15.

10. **Management of the Adjustment Work.** The DB Contractor will provide project management during the Adjustment of the Owner Utilities.

11. **Utility Investigations.** At the DB Contractor's request, the Owner shall assist the DB Contractor in locating any Utilities (including appurtenances) which are owned and/or operated by the Owner and may be impacted by the Project. Without limiting the generality of the foregoing, in order to help assure that neither the adjusted Owner Utilities nor existing, unadjusted Utilities owned or operated by the Utility Owner are damaged during construction of the Project, the Owner shall mark in the field the location of all such Utilities horizontally on the ground in advance of Project construction in the immediate area of such Utilities.

12. **Inspection and Acceptance by the Owner.**

(a) Throughout the Adjustment construction hereunder, the Owner shall provide adequate inspectors for such construction. The work shall be inspected by the Owner's inspector(s) at least once each working day, and more often if such inspections are deemed necessary by Owner. Further, upon request by the DB Contractor or its Subcontractors, the Owner shall furnish an inspector at any reasonable time in which construction is underway pursuant to this Agreement, including occasions when construction is underway in excess of the usual 40 hour work week and at such other times as reasonably required. The Owner agrees to promptly notify the DB Contractor of any concerns resulting from any such inspection.

(b) The Owner shall perform a final inspection of the adjusted Owner Utilities, including conducting any test as are necessary or appropriate, within **fifteen (15) Business Days** after completion of construction hereunder. The Owner shall accept such construction if it is consistent with the performance standards described in Paragraph 3, by giving written notice of such acceptance to the DB Contractor within said **fifteen (15) day** period. If the Owner does not accept the construction, then the Owner shall, not later than the expiration of said **fifteen (15) day** period, notify the DB Contractor in writing of its grounds for non-acceptance and suggestions for correcting the problem, and if the suggested corrections are justified, the DB Contractor will comply. The Owner shall re-inspect any revised construction (and retest if appropriate) and give notice of acceptance, no later than **fifteen (15) Business Days** after completion of corrective work. The Owner's failure to inspect and to give any required notice of acceptance or non-acceptance within the specified time period shall be deemed accepted.

(c) From and after the Owner's acceptance (or deemed acceptance) of an adjusted Owner Utility, the Owner agrees to accept ownership of, and full operation and maintenance responsibility for, such Owner Utility.

(d) Upon completion of final paving, sidewalk, grading, and other aesthetic work adjacent to the adjusted Owner Utilities, Owner will perform an inspection of adjusted utility lines, appurtenances, and other features to ensure that said facilities still meet the requirements of this agreement as outlined in Sec. 3 (b) above. Any defects caused directly by the DB Contractor shall be remedied in whole before final acceptance of the Project.

(e) The Adjustment will be covered by the warranty described in the Design Build Agreement section 11.1.2.2, which is described as one year after final acceptance.

13. **Design Changes.** The DB Contractor will be responsible for additional Adjustment design and construction costs necessitated by design changes to the Project, upon the terms specified herein.

14. **Field Modifications.** The DB Contractor shall provide the Owner with documentation of any field modifications, including Utility Adjustment Field Modifications as well as minor changes described in Paragraph 16(b), occurring in the Adjustment of the Owner Utilities.

Owner must approve any field adjustments, modifications, and changes prior to construction. The DB Contractor shall provide the Owner a minimum of ten (10) business days for review and approval of any changes.

15. **Real Property Interests.**

(a) The Owner has provided, or upon execution of this Agreement shall promptly provide to the DB Contractor, documentation acceptable to TxDOT indicating any right, title or interest in real property claimed by the Owner with respect to the Owner Utilities in their existing location(s). Such claims are subject to TxDOT's approval as part of its review of the DB Contractor Utility Assembly as described in Paragraph 2. Claims approved by TxDOT as to rights or interests are referred to herein as "**Existing Utility Property Interests**".

(b) If acquisition of any new easement or other interest in real property ("**Replacement Utility Property Interest**") is necessary for the Adjustment of any Owner Utilities, then the Owner shall be responsible for undertaking such acquisition. The Owner shall implement each acquisition hereunder expeditiously so that related Adjustment construction can proceed in accordance with the DB Contractor's Project schedules. The DB Contractor shall be responsible for its share (as specified in Paragraph 4) of the actual and reasonable acquisition costs of any such Replacement Utility Property Interest (including without limitation the Owner's reasonable overhead charges and reasonable legal costs as well as compensation paid to the landowner), excluding any costs attributable to Betterment as described in Paragraph 15(c), and subject to the provisions of Paragraph 15(e); *provided, however,* that all acquisition costs shall be subject to the DB Contractor's prior written approval. Eligible acquisition costs shall be segregated from other costs on the Owner's estimates and invoices. Any such Replacement Utility Property Interest shall have a written valuation and shall be acquired in accordance with applicable Law.

(c) The DB Contractor shall pay its share only for a replacement in kind of an Existing Utility Property Interest (e.g., in width and type), unless a Replacement Utility Property Interest exceeding such standard:

(i) Is required in order to accommodate the Project or by compliance with applicable Law; or

(ii) Is called for by the DB Contractor in the interest of overall Project economy.

Any Replacement Utility Property Interest which is not the DB Contractor's responsibility pursuant to the preceding sentence shall be considered a Betterment to the extent that it upgrades the Existing Utility Property Interest which it replaces, or in its entirety if the related Owner Utility was not installed pursuant to an Existing Utility Property Interest. Betterment costs shall be solely the Owner's responsibility.

(d) For each Existing Utility Property Interest located within the Project right of way, upon completion of the related Adjustment work and its acceptance by the Owner, the Owner agrees to execute a quitclaim deed or other appropriate documentation relinquishing such Existing Utility Property Interest to TxDOT, unless the affected Owner Utility is remaining in its original location or is being reinstalled in a new location within the area subject to such Existing Utility Property Interest. If the Owner's facilities are remaining within the existing property interest, a Utility Joint Use Acknowledgement will be required. All quitclaim deeds or other relinquishment documents shall be subject to TxDOT's approval as part of its review of the Utility Assembly as described in Paragraph 2. For each such Existing Utility Property Interest relinquished by the Owner, the DB Contractor shall do one (1) of the following to compensate the Owner for such Existing Utility Property Interest, as appropriate:

(i) If the Owner acquires a Replacement Utility Property Interest for the affected Owner Utility, the DB Contractor shall reimburse the Owner for the DB Contractor's share of the Owner's actual and reasonable acquisition costs in accordance with Paragraph 15(b), subject to Paragraph 15(c); or

(ii) If the Owner does not acquire a Replacement Utility Property Interest for the affected Owner Utility, the DB Contractor shall compensate the Owner for the DB Contractor's share of the market value of such relinquished Existing Utility Property Interest, as mutually agreed between the Owner and the DB Contractor and supported by a written valuation.

The compensation, if any, provided to the Owner pursuant to either subparagraph (i) or (ii) above shall constitute complete compensation to the Owner for the relinquished Existing Utility Property Interest and any Replacement Utility Property Interest, and not further compensation shall be due to the Owner from the DB Contractor or TxDOT on account of such Existing Utility Property Interest or Replacement Utility Property Interest.

(e) All Utility Joint Use Acknowledgments (UJUA) or Utility Installation Requests, Form 1082 shall be subject to TxDOT approval as part of its review of the Utility Assembly as described in Paragraph 2. A Utility Joint Use Acknowledgment is required where an Existing Utility Property Interest exists and the existing or proposed Utility will remain or be adjusted within the boundaries of the Existing Utility Property Interest. All other accommodations not located on Existing Utility Property Interests will require a Utility Installation Request, Form 1082.

16. **Amendments and Modifications.** This Agreement may be amended or modified only by a written instrument executed by the parties hereto, in accordance with Paragraph 16(a) or Paragraph 16(b) below:

    (a) Except as otherwise provided in Paragraph 16(b), any amendment or modification to this Agreement or the Plans attached hereto shall be implemented by a Utility Adjustment Agreement Amendment ("**UAAA**") in the form of Exhibit B hereto (SPD ROW-U-DB-UAAA-DM). The UAAA form can be used for a new scope of work with concurrence of the DB Contractor and TxDOT as long as the design and construction responsibilities have not changed. Each UAAA is subject to the review and approval of TxDOT, prior to its becoming effective for any purpose and prior to any work being initiated thereunder. The Owner agrees to keep and track costs for each UAAA separately from other work being performed.

    (b) For purposes of this Paragraph 16(b), "**Utility Adjustment Field Modification**" shall mean any horizontal or vertical design change from the Plans included in a Utility Assembly previously approved by TxDOT, due either to design of the Project or to conditions not accurately reflected in the approved Utility Assembly (e.g., shifting the alignment of an 8 inch water line to miss a modified or new roadway drainage structure). A Utility Adjustment Field Modification agreed upon by the DB Contractor and the Owner does not require a UAAA, provided that the modified Plans have been submitted to TxDOT for its review and comment. A minor change (e.g., an additional water valve, an added Utility marker at a ROW line, a change in vertical bend, etc.) will not be considered a Utility Adjustment Field Modification and will not require a UAAA, but shall be shown in the documentation required pursuant to Paragraph 14.

    (c) This Agreement does not alter and shall not be construed in any way to alter the obligations, responsibilities, benefits, rights, remedies, and claims between the DB Contractor and TxDOT to design and construct the Project, including the Adjustment.

17. **Entire Agreement.** This Agreement embodies the entire agreement between the parties and there are no oral or written agreements between the parties or any representation made which are not expressly set forth herein.

18. **Assignment; Binding Effect; TxDOT as Third-Party Beneficiary.** Neither the Owner nor the DB Contractor may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party and of TxDOT, which consent may not be unreasonably withheld or delayed; *provided, however*, that the DB Contractor may assign any of its rights and/or delegate any of its duties to TxDOT or to any other entity engaged by TxDOT to fulfill the DB Contractor's obligations, at any time without the prior consent of the Owner.

    This Agreement shall bind the Owner, the DB Contractor and their successors and permitted assigns, and nothing in this Agreement nor in any approval subsequently provided by any party hereto shall be construed as giving any benefits, rights, remedies, or claims to any other person, firm, corporation or other entity, including, without limitation, any contractor or other party retained for the Adjustment work or the public in general; *provided, however*, that the Owner and the DB Contractor agree that although TxDOT is not a party to this Agreement, TxDOT is intended to be a third-party beneficiary to this Agreement.

19. **Breach by the Parties.**

(a) If the Owner claims that the DB Contractor has breached any of its obligations under this Agreement, the Owner will notify the DB Contractor and TxDOT in writing of such breach, and the DB Contractor shall have **30 days** following receipt of such notice in which to cure such breach, before the Owner may invoke any remedies which may be available to it as a result of such breach; *provided, however*, that both during and for **30 days** after the cure aftersuch period TxDOT shall have the right, but not the obligation, to cure any breach by the DB Contractor.

(b) If the DB Contractor claims that the Owner has breached any of its obligations under this Agreement, the DB Contractor will notify the Owner and TxDOT in writing of such breach, and the Owner shall have **30 days** following receipt of such notice in which to cure such breach, before the DB Contractor may invoke any remedies which may be available to it as a result of such breach.

20. **Traffic Control.** The DB Contractor shall provide traffic control or shall reimburse the Owner for the DB Contractor's share (if any, as specified in Paragraph 4) of the costs for traffic control made necessary by the Adjustment work performed by either the DB Contractor or the Owner pursuant to this Agreement, in compliance with the requirements of the Texas *Manual on Uniform Traffic Control Devices*. Betterment percentages calculated in Paragraph 9 shall also apply to traffic control costs.

21. **Notices.** Except as otherwise expressly provided in this Agreement, all notices or communications pursuant to this Agreement shall be sent or delivered to the following:

Owner:	City of Arlington 101 W. Abram St. Arlington, Texas 76004-3231 Phone: (817) 459-6610 Fax: (817)459-6626
DB Contractor:	LANE-ABRAMS JV, 200 N. SH 360 Mansfield, TX 76063 Phone: (817) 632-3800 Fax: (817) 632-3777

A party sending notice of default of this Agreement to another party shall also send a copy of such notice to TxDOT and the DB Utility Manager at the following addresses:

TxDOT:	Texas Department of Transportation Attention: Strategic Projects Division – ROW Office 125 E 11th Street Austin, TX 78701-2483
TxDOT DB Utility Manager:	SH360 Utilities Project Manager Texas Department of Transportation

Strategic Projects Division, Utilities
North Texas CDA Project Office
3301 W. Airport Freeway, Suite 100
Bedford, Texas 76021
Phone: (817) 508-7700

Any notice or demand required herein shall be given (a) personally, (b) by certified or registered mail, postage prepaid, return receipt requested, or (c) by reliable messenger or overnight courier to the appropriate address set forth above. Any notice served personally shall be deemed delivered upon receipt, and any notice served by certified or registered mail or by reliable messenger or overnight courier shall be deemed delivered on the date of receipt as shown on the addressee's registry or certification of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service or such courier. Any party may designate any other address for this purpose by written notice to all other parties; TxDOT may designate another address by written notice to all parties.

22. **Approvals.** Any acceptance, approval, or any other like action (collectively "**Approval**") required or permitted to be given by the DB Contractor, the Owner or TxDOT pursuant to this Agreement:

(a) Must be in writing to be effective (except if deemed granted pursuant hereto);

(b) Shall not be unreasonably withheld or delayed; and if Approval is withheld, such withholding shall be in writing and shall state with specificity the reason for withholding such Approval, and every effort shall be made to identify with as much detail as possible what changes are required for Approval; and

(c) Except for approvals by TxDOT, and except as may be specifically provided otherwise in this Agreement, shall be deemed granted if no response is provided to the party requesting an Approval within the time period prescribed by this Agreement (or if no time period is prescribed, then **30 calendar days**), commencing upon actual receipt by the party from which an Approval is requested or required, of a request for Approval form the requesting party. All requests for Approval shall be sent out by the requesting party to the other party in accordance with Paragraph 21.

23. **Time.**

(a) Time is of the essence in the performance of this Agreement.

(b) All references to "days" herein shall be construed to refer to calendar days, unless otherwise stated.

(c) No party shall be liable to another party for any delay in performance under this Agreement from any cause beyond its control and without its fault or negligence ("**Force Majeure**"), such as acts of God, acts of civil or military authority, fire, earthquake, strike, unusually severe weather, floods or power blackouts.

24. **Continuing Performance.** In the event of a dispute, the Owner and the DB Contractor agree to continue their respective performance hereunder to the extent feasible in light of the dispute, including paying billings, and such continuation of efforts and payment of billings shall not be construed as a waiver of any legal right.

25. **Equitable Relief.** The DB Contractor and the Owner acknowledge and agree that delays in Adjustment of the Owner Utilities will impact the public convenience, safety and welfare, and that (without limiting the parties' remedies hereunder) monetary damages would be inadequate to compensate for delays in the construction of the Project. Consequently, the parties hereto (and TxDOT as well, as a third-party beneficiary) shall be entitled to specific performance or other equitable relief in the event of any breach of this Agreement which threatens to delay construction of the Project; *provided, however,* that the fact that specific performance or other equitable relief may be granted shall not prejudice any claims for payment or otherwise related to performance of the Adjustment work hereunder.

26. **Authority.** The Owner and the DB Contractor each represent and warrant to the other party that the warranting party possesses the legal authority to enter into this Agreement and that it has taken all actions necessary to exercise that authority and to lawfully authorize its undersigned signatory to execute this Agreement and to bind such party to its terms. Each person executing this Agreement on behalf of a party warrants that he or she is duly authorized to enter into this Agreement on behalf of such party and to bind it to the terms hereof.

27. **Cooperation.** The parties acknowledge that the timely completion of the Project will be influenced by the ability of the Owner (and its contractors) and the DB Contractor to coordinate their activities, communicate with each other, and respond promptly to reasonable requests. Subject to the terms and conditions of this Agreement, the Owner and the DB Contractor agree to take all steps reasonably required to coordinate their respective duties hereunder in a manner consistent with the DB Contractor's current and future construction schedules for the Project.

Termination. If the Project is canceled or modified so as to eliminate the necessity of the Adjustment work described herein, then the DB Contractor shall notify the Owner in writing and the DB Contractor reserves the right to thereupon terminate this Agreement. Upon such termination, the parties shall negotiate in good faith an amendment that shall provide mutually acceptable terms and conditions for handling the respective rights and liabilities of the parties relating to such termination.

28. **Nondiscrimination.** Each party hereto agrees, with respect to the work performed by such party pursuant to this Agreement that such 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.

29. **Applicable Law, Jurisdiction and Venue.** This Agreement shall be governed by the Laws of the State of Texas, without regard to the Conflict of Laws principles thereof. Venue for any action brought to enforce this Agreement or relating to the relationship between any of the parties shall be the District Court of Tarrant County, Texas [or the United States District Court for the Northern District of Texas].

30. **Relationship of the Parties.** This Agreement does not in any way, and shall not be construed to, create a principal/agent or joint venture relationship between the parties hereto and under no circumstances shall the Owner or the DB Contractor be considered as or represent itself to be an agent of the other.

31. Indemnification. DB CONTRACTOR does hereby covenant and contract to indemnify and hold harmless Owner 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 DB CONTRACTOR as well as any negligent omission, act or error of DB CONTRACTOR, its officials, officers, agents, employees and invitees, or other persons for whom DB CONTRACTOR 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 DB CONTRACTOR and Owner, 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 Owner under Texas law or waive any defenses of DB CONTRACTOR or Owner 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 Owner or DB CONTRACTOR.

DB CONTRACTOR 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 DB CONTRACTOR unless ENGINEER has obtained written permission from the copyright or trademark holder as required by law, subject also to Owner's consent. DB CONTRACTOR 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. DB CONTRACTOR will indemnify and hold Owner 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 DB CONTRACTOR or for whom DB CONTRACTOR 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 DB CONTRACTOR as allowed by Texas Local Gov't Code Sec. 271.084 will still name Owner as additional insured in its General Liability Policy and provide any defense as allowed by the policy.

32. **Insurance:** CONTRACTOR shall purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. CONTRACTOR shall not commence work under this Contract until it has obtained all the insurance required under the Contract and such insurance has been approved by **Owner**; nor shall CONTRACTOR allow any subcontractor to commence work on his 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.

1. Worker's Compensation Insurance, statutory policy 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 CONTRACTOR's liability for injury to or death of employees of **Owner** 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 limit of $1,000,000.00 per occurrence and $2,000,000.00 aggregate.

3. Commercial Automobile and Truck Liability Insurance, covering owned, 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: Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance. Limits of liability shall be $1,000,000.00 per occurrence and $2,000,000 aggregate. Any such policy of insurance and the Declarations Page therefore shall identify if coverage is being provided on an "occurrence" or "claims-made" basis. If this coverage is being provided on a claims-made basis, CONSULTANT must maintain this policy for a period of four (4) years after the completion of the project or shall purchase the extended reporting period or "tail" coverage insurance providing equivalent coverage for the same period of time.

5. Umbrella Insurance: CONTRACTOR shall obtain and maintain at all times during the prosecution of the work under this Contract umbrella insurance. Limits of liability shall be $2,000,000.00.

Each insurance policy to be furnished by CONTRACTOR shall include the following conditions by endorsement to the policy:

1. Name **Owner** as an additional insured as to all applicable coverage, except worker's compensation and professional liability insurance. For General Liability purposes, this requirement extends to premises/operations as well as products/completed operations.

2. Each policy will require that thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to **Owner** by certified mail to:

City of Arlington

Human Resources

Post Office Box 90231

MS# 63-0790

Arlington, Texas 76004-3231

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

CONTRACTOR shall also notify **Owner** 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" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of **Owner** and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of **Owner**

4. The policy phrase "Other Insurance" shall not apply to **Owner** where **Owner** 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 CONTRACTOR, it is a condition precedent to acceptability thereof that:

1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by CONTRACTOR. **Owner**'s decision(s) thereon shall be final;

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

3. The General and Automobile liability policies required herein shall be written with an "occurrence" basis coverage trigger.

D. CONTRACTOR agrees to the following:

1. CONTRACTOR 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 **Owner**, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;

2. Companies issuing the insurance policies and CONTRACTOR shall have no recourse against **Owner** for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONTRACTOR;

3. Approval, disapproval or failure to act by **Owner** regarding any insurance supplied by CONTRACTOR (or any subcontractors) shall not relieve CONTRACTOR 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 CONTRACTOR from liability; and,

4. No special payments shall be made for any insurance that the CONTRACTOR and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

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.

33. **Captions.** The captions and headings of the various paragraphs of this Agreement are for convenience and identification only, and shall not be deemed to limit or define the content of their respective paragraphs.

34. **Counterparts.** This Agreement may be executed in any number of counterparts. Each such counterpart hereof shall be deemed to be an original instrument but all such counterparts together shall constitute one (1) and the same instrument.

35. **Effective Date.** This Agreement shall become effective upon the later of (a) the date of signing by the last party (either the Owner or DB Contractor) signing this Agreement, and (b) the date of TxDOT's approval as indicated by the signature of TxDOT's representative below.

APPROVED BY:

TEXAS DEPARTMENT OF TRANSPORTATION

By: Donald C. Toner, Jr., SR/WA
Director – Strategic Projects Right of Way
Strategic Projects Division

By: _____
Authorized Signature

Date:

OWNER

By:
[Print Name]

By: _____
Duly Authorized Representative

_____ [*Title*]
City of Arlington [*Company*]

Date:

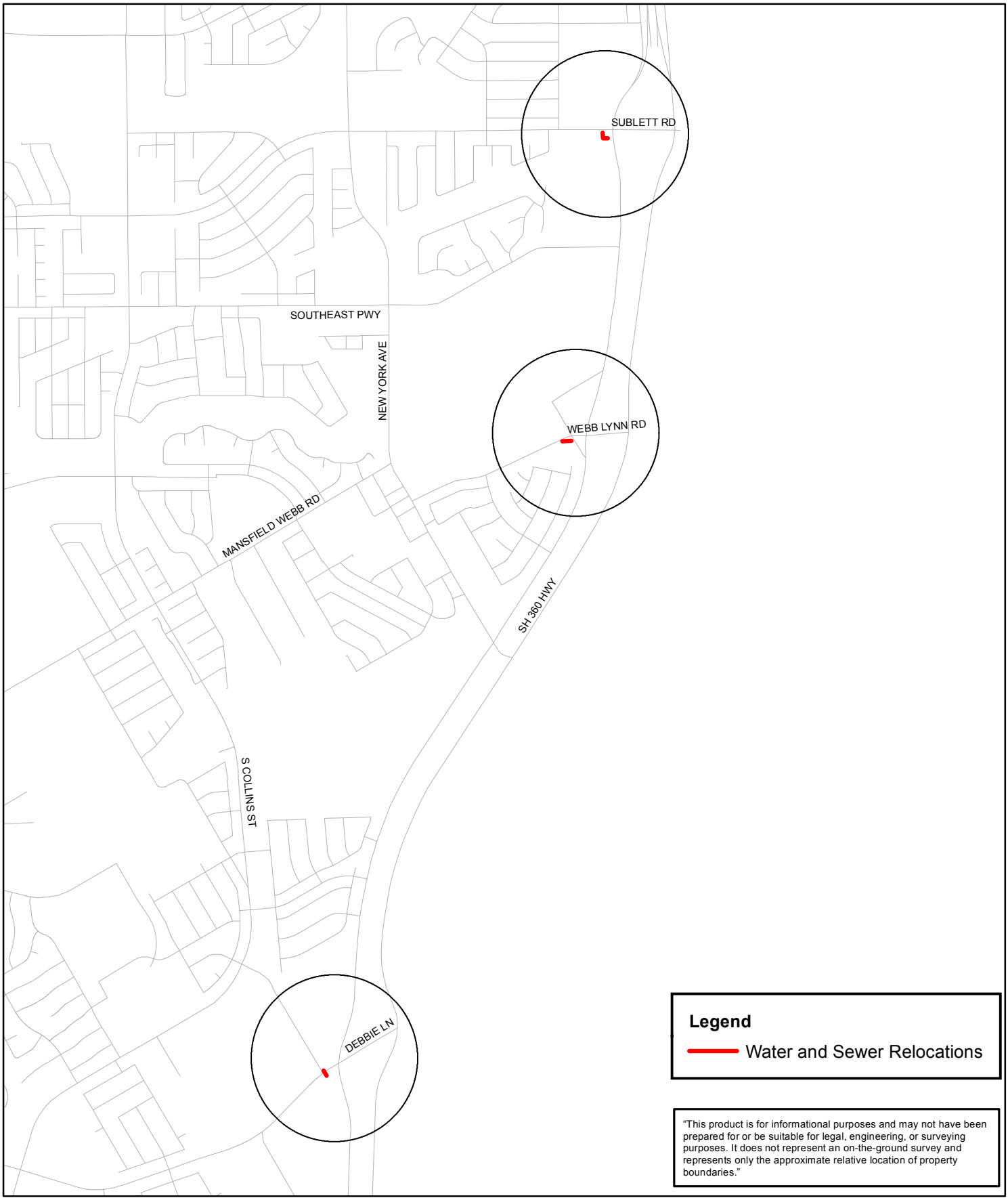
DB CONTRACTOR

By:
[Print Name]

By: _____
Duly Authorized Representative

_____ [*Title*]
LANE-ABRAMS JV, LLC

Date:



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SH 360
SUBLETT RD TO CITY LIMITS
WATER AND SANITARY SEWER RELOCATIONS

ARLINGTON
THE AMERICAN DREAM CITY

Prepared by
Water Information Services
July 12, 2016

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Staff Report

Arlington Municipal Airport Speed Limit Revisions	
City Council Meeting Date: 08/02/2016	Document Being Considered: Ordinance

RECOMMENDATION

Approve an amendment to Article III (Speed Regulations) of the Traffic and Motor Vehicles Chapter of the Code of Ordinances to revise the speed limits on all ramps, aprons, parking areas, and hangar areas of Arlington Municipal Airport to 15 miles per hour, and revise the speed limit on all vehicular roadways of Arlington Municipal Airport to 20 miles per hour.

PRIOR BOARD OR COUNCIL ACTION

On November 17, 2015, City Council approved Ordinance No. 15-062, amending the "Airport" Chapter of the Code of Ordinances.

On June 28, 2016, City Council approved the first reading of this ordinance by a vote of 8-0.

ANALYSIS

In order to maintain consistency with the adopted airport rules and regulations, an update to Article III (Speed Regulations) of the Traffic and Motor Vehicles Chapter of the Code of Ordinances to revise the speed limits within Arlington Municipal Airport is needed.

The revised speed limits are as follows:

All vehicular roadways	20 miles per hour
All ramps, aprons, parking areas, and hangar areas	15 miles per hour

FINANCIAL IMPACT

None

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

David Wynn, P.E., Interim Director
Public Works & Transportation
817-459-6560
David.Wynn@arlingtontx.gov

Mindy Carmichael, P.E., Asst. Director
Public Works & Transportation
817-459-6552
Mindy.Carmichael@arlingtontx.gov

Ordinance No. _____

An ordinance amending the "Traffic and Motor Vehicles" Chapter of the Code of the City of Arlington, Texas, 1987, through the amendment of Article III, Speed Regulations, Section 3.08, Speed Limits at the Arlington Municipal Airport, relative to speed limits at the Arlington Municipal Airport; providing for a fine of up to $200 for each offense in violation of the ordinance; providing this ordinance be cumulative; providing for severability; providing for governmental immunity; providing for injunctions; providing for publication and becoming effective ten days after first publication

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

1.

That the "**Traffic and Motor Vehicles**" Chapter of the Code of the City of Arlington, Texas, 1987, is hereby amended through the amendment of **Article III**, Speed Regulations, **Section 3.08**, Speed Limits at the Arlington Municipal Airport, so that said Section shall be and read as follows:

Section 3.08 Speed Limits at the Arlington Municipal Airport

Upon the basis of an engineering and traffic investigation heretofore made, the prima facie speed limits hereinafter indicated for vehicles are hereby determined and declared to be prima facie reasonable and prudent within and upon the Arlington Municipal Airport, and such speed limits are hereby fixed for vehicles traveling upon the following areas within and upon the Arlington Municipal Airport, said speed limits to be in force and effect unless otherwise limited. The areas hereby regulated and the maximum prima facie speed limits thereof, are as follows:

All vehicular roadways	20 m.p.h.
All ramps, aprons, parking areas and hangar areas	15 m.p.h.

2.

Any person, firm, corporation, agent or employee thereof who violates any of the provisions of this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be fined an amount not to exceed Two Hundred and No/100 Dollars ($200) 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_____

Staff Report

Zoning Case PD07-5R4 (Revised Viridian Planned Development)	
City Council Meeting Date: 8-2-16	Document Being Considered: Ordinance

RECOMMENDATION

Approve an ordinance amending the Viridian PD specifically related to the incorporation of the 19.997-acre property formerly known as the B. Barney Baker property and zoned Residential Estate (RE), the elimination of inconsistencies related to the Unified Development Code (UDC), the elimination of the references and terminology from the previous Zoning Ordinance, revised Thoroughfare Plan and Street Section details, and the addition of new housing types in the Viridian Planned Development.

PRIOR BOARD OR COUNCIL ACTION

On May 20, 2008, City Council approved the 2008.16-acre Planned Development District with concept brief "PD07-5" by a vote of 9-0-0, for a mixed use development known as Viridian.

On September 30, 2008, City Council approved the addition of a 55.57-acre tract of land into the Viridian Planned Development District with concept brief "PD07-5R1" by a vote of 8-0-0.

On June 23, 2009, City Council approved the first development plan "PD07-5R1-DP1" for Villages 1A, 1C, and 1D within 'Planning Area 1' of the Viridian Planned Development by a vote of 9-0-0.

On February 08, 2011, City Council approved the second development plan "PD07-5R1-DP2" for Villages 1B, and 1E within 'Planning Area 1' of the Viridian Planned Development by a vote of 9-0-0.

On February 07, 2012, City Council approved an alternative sign package "PD07-5R2-ASP" for the Viridian Planned Development by a vote of 7-0-0.

On June 24, 2013, City Council approved an updated concept brief to the 2008.16-acre Viridian Planned Development District with concept brief "PD07-5R3" by a vote of 9-0-0.

On June 16, 2015, City Council approved the third development plan, "PD07-5R3-DP3" for Viridian Village 1F by a vote of 8-0-1.

On September 15, 2015, City Council approved the fourth development plan "PD07-5R3-DP4" for Viridian Village 1F by a vote of 7-0-1.

On September 16, 2015, the Planning and Zoning Commission approved the Viridian Village 1F Preliminary Plat by a vote of 7-0-1.

On October 21, 2015, the Planning and Zoning Commission approved the Viridian Village 1G Preliminary Plat by a vote of 8-0-1.

On November 4, 2015, the Planning and Zoning Commission approved the amended Viridian Village 1D Preliminary Plat by a vote of 8-0-1.

On February 23, 2016, City Council approved the fifth development plan "PD07-5R3-DP5" for Viridian Village Planning Area 2 by a vote of 7-0-1.

On March 2, 2016, the Planning and Zoning Commission approved the Viridian Village 2A Preliminary Plat by a vote of 7-0-1.

On June 15, 2016, the Planning and Zoning Commission recommended approval of amended Planned Development Zoning Case PD107-5R4 by a vote of 5-0-1

On June 28, 2016, the City Council approved first reading of PD107-5R4 by a vote of 7-0-1

REQUEST

The applicant is requesting approval of an amendment to the Viridian PD specifically related to the incorporation of the 19.997-acre property formerly known as the B. Barney Baker property and zoned Residential Estate (RE), the elimination of inconsistencies related to the Unified Development Code (UDC), the elimination of the references and terminology from the previous Zoning Ordinance, revised Thoroughfare Plan and Street Section details, and the addition of new housing types in the Viridian Planned Development.

Current zoning: Residential Estate (RE) and Planned Development (PD) for certain institutional uses; certain office uses; certain recreation and entertainment uses; certain residential and lodging uses; certain retail and personal service uses; certain temporary uses; certain utilities, communication, and transportation uses; the following miscellaneous uses: distribution centers, dredging, gas drilling and production, community centers, libraries, medical clinic or ambulatory surgical centers, boutique hotels, condominiums, extended care facilities, car washes, custom and craft work, farmers market, gasoline sales, personal services, veterinarian clinic, temporary outdoor sales, and radio, television, or microwave tower, and related accessory uses.

Requested zoning: Planned Development (PD) for certain institutional uses; certain office uses; certain recreation and entertainment uses; certain residential and lodging uses; certain retail and personal service uses; certain temporary uses; certain utilities, communication, and transportation uses; the following miscellaneous uses: distribution centers, dredging, gas drilling and production, community centers, libraries, medical clinic or ambulatory surgical centers, boutique hotels, condominiums, extended care facilities, car washes, custom and craft work, farmers market, gasoline sales, personal services, veterinarian clinic, temporary outdoor sales, and radio, television, or microwave tower, and related accessory uses.

ANALYSIS

This proposal is for a revision to the PD07-5R3 approved in 2013. The subject site is located north of Northeast Green Oaks Boulevard and east of North Collins Street. The Viridian Planned Development, as approved, is a large, mixed-use, pedestrian-friendly community located in northeast Arlington, and offers a variety of living choices ranging from live/work spaces; multi-family residences, including brownstones and townhomes; single family residences; and luxury home sites on a private island. According to the applicant, Viridian's new urbanism design is anticipated to encompass close to one million square feet of retail shops, as well as office, hotel, and restaurant space.

The subject site is partially developed with mostly residential uses and zoned Planned Development (PD) for commercial and residential uses and Residential Estate (RE). This property represents a significant portion of the northeast section of the City. The Arlington Municipal Landfill is across North Collins Street, River Legacy Park is along the southern portion of the property, and the eastern City limits are to the East. A mix of industrial uses and undeveloped land lies to the north, zoned RE and PD for Industrial Manufacturing (IM).

Various community amenities include 1,100 acres of protected wetlands and open spaces, a trail system with 20 miles of trails along the Trinity River and 450 acres of lakes. The Viridian Elementary School was constructed in 2014 and has been in operation for 2 years. Phase-one of the Amenity Center was constructed in 2014 and has been in operation for 2.5 years.

The Viridian development has currently over 700 single family dwellings that have been constructed and occupied. Each home is located within 700 feet of open space and each subdivision phase has active and passive open spaces. There have been four Parks constructed; Inspiration Park, Arrowhead Park, Lake Slope Park and Fossil Park.

The Viridian development was approved with a variety of residential housing types. This request includes the addition of two new housing types:

- Group Cluster, 4 – A square or rectangular building consisting of four homes or lots fronting on a shared driveway adjacent to a public street and or alley;

- Group Cluster, 6 – A square or rectangular building consisting of six houses fronting on a shared driveway adjacent to a public street and or alley.

This amendment will allow new housing products to be added to the variety of living choices offered in the Viridian development without increasing density. The new products are intended to fit seamlessly within the Viridian development while creating attractive housing options that are not currently offered.

This amendment includes the incorporation of the 19.997-acre property formerly known as the B. Barney Baker property and zoned RE. The property owner has recently purchased the property and requested to incorporate the land into the Planned Development, for future development specifically in Planning Area 3.

This PD amendment also includes the elimination of the multiple inconsistencies related to the Unified Development Code (UDC), the elimination of the references and terminology from the previous Zoning Ordinance, revised Thoroughfare Plan and Street Section details, in the Viridian Planned Development.

Traffic Analysis

As part of the PD amendment, the overall thoroughfare plan for the Viridian development has been revised. In general, the development will use the same street cross sections that were included under the original PD. However, significant changes have been made to Bird's Fort Trail, the primary roadway through the development. The original PD included a 78-foot wide corridor for Bird's Fort Trail which includes a 15-foot center median, two 12-foot travel ways, two 8.5-foot on-street parking aisles, and two 11-foot parkways.

The proposed PD amendment removes the center median and prohibits on-street parking on one side of the road along most of the primary roadway. The proposed PD does require at least 20% of the primary roadway to have a center median. Below is a table showing the comparison of the primary roadway for the existing PD thoroughfare plan and the proposed thoroughfare plan.

		Current	**Proposed**
Bird's Fort Trail Roadway	Right of Way Width	78'	56'
	Pavement Width	41'	32'
	On-Street Parking	Both Sides	One Side
	Center Median	100%	20%

The proposed modifications to the Viridian thoroughfare plan should not have a significant impact on traffic compared to the original PD thoroughfare plan if adequate "No Parking" signage is installed and enforced

Comprehensive Plan Analysis
The 2015 Comprehensive Plan, *99 Square Miles*, contains goals to provide residential neighborhoods which provide pleasant places to live with a variety of housing styles, to encourage the provision of quality housing in a variety of styles and designs in order to attract new middle and upper income families to Arlington, as well as providing high quality housing options for Arlington's current residents. The commercial uses in the area will provide convenient shopping and office uses for these residents and the rest of the city. As a master planned community, Viridian is intended to set the standard for sustainable development throughout the city. The PD meets the criteria of the comprehensive plan.

FINANCIAL IMPACT
None

ADDITIONAL INFORMATION
Attached:

Ordinance with Exhibits A, B & C
Amended Planned Development (121 Pages)
Case Information with P&Z Summary

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

STAFF CONTACTS

Jennifer Pruitt, AICP, LEED AP
Planning Manager, Land Development
Community Development and Planning
817-459-6138
Jennifer.Pruitt@arlingtontx.gov

Nathaniel Barnett, AICP
Senior Planner, Land Development
Community Development and Planning
817-459-6670
Nathaniel.Barnett@arlingtontx.gov

Ordinance No. 16-

An ordinance revising the zoning classification on certain property known as the B. Barney Baker property with the addition of 19.997 acres to the Viridian Planned Development, adopting revised Concept Brief PD07-5R4; 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 revision to the Planned Development PD07-5R4 on June 15, 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 revised concept brief be approved. Now, therefore,

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

1.

The zoning regulations for the property known as Viridian, located north of Northeast Green Oaks Boulevard and east of North Collins Street, described in Exhibit A, zoned Residential Estate (RE) and Planned Development (PD) for certain institutional uses; certain office uses; certain recreation and entertainment uses; certain residential and lodging uses; certain retail and personal service uses; certain temporary uses; certain utilities, communication, and transportation uses; and the following miscellaneous uses: distribution centers, gas drilling and production, community centers, community homes, libraries, medical clinic or ambulatory surgical centers, boutique hotels, extended care facilities, car washes, custom and craft work, farmers market, gasoline sales, personal services, veterinarian clinic, temporary outdoor sales, and radio, television, or microwave tower, and related accessory uses, are hereby amended by the approval of revised Concept Brief PD07-5R4, and the Zoning District Map shall be amended to incorporate the addition of the 19.997 acres (B. Barney Baker property) into the Viridian Planned Development. Development and use of the entire property shall be in compliance with the zoning, this ordinance, the list of uses stated in Exhibit B, and all incorporated development plans.

2.

The Building Official is hereby authorized and directed to issue permits in compliance with this ordinance, including all exhibits attached to this ordinance, immediately after the

effective date of this ordinance. In the event of a conflict between the provisions in Exhibit B and the provisions in any other exhibit, the provisions in Exhibit B control.

3.

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

4.

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

5.

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

6.

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

7.

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

8.

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

This ordinance shall become effective upon second publication.

PRESENTED AND GIVEN FIRST READING on the 28th day of June, 2016 at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the 2nd day of August, 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 _____

EXHIBIT “A”

VIRIDIAN LEGAL DESCRIPTION OF THE PROPERTY

TRACT ONE:

Being a 2,147.12 acre tract of land situated in the William Jenkins Survey, Abstract No.856, Samuel Kephart Survey, Abstract No.891, Thomas D. Newton Survey, Abstract No. 1164, Jehu Condra Survey, Abstract No. 347, E. Jones Survey. Abstract No. 842, J.J. Goodfellow Survey, Abstract No. 1904, Norman Underwood Survey, Abstract No. 1582, Jefferson Estill Survey, Abstract No. 491, John Childress Survey, Abstract No. 249, Jonathan Brown Survey, Abstract No. 109, James & DC Swan Survey, Abstract No. 1995, Patrick G. Dalton Survey, Abstract No. 414, Madison Coleman Survey, Abstract No. 380 and the Thomas Dalton Survey, Abstract No. 402, Tarrant County, Texas, and being all of a tract of land, conveyed Viridian Holdings, LP., as recorded in Document No. D215157108, and a portion of a tract of land conveyed to Viridian Holdings, LP., as recorded in Document No. D215157350, County Clerk Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a found 1/2 inch iron rod for corner, said point being the most northwesterly corner of said Tract 1, and being in the existing east right-of-way line of North Collins Street (FM 157) (having a variable width R.O.W.);

THENCE North 89°30'35" East, a distance of 2454.47 feet to a point for corner;

THENCE North 00°29'38" West, a distance of 604.03 feet to a point for corner;

THENCE North 89°18'20" East, a distance of 2653.20 feet to a point for corner;

THENCE North 00°53'56" West, a distance of 819.08 feet to a point for corner;

THENCE South 89°36'15" East, a distance of 21.13 feet to a point for corner;

THENCE North 00°04'49" West, a distance of 478.14 feet to a point for corner;

THENCE North 00°26'37" West, a distance of 199.82 feet to a point for corner;

THENCE North 89°18'30" East, a distance of 24.99 feet to a point for corner;

THENCE North 04°18'52" East, a distance of 274.80 feet to a point for corner;

THENCE North 21°41'09" West, a distance of 121.28 feet to a point for corner, for the beginning of a non-tangent curve to the left having a radius of 308.76 feet and a central angle of 1°52'31" and a long chord which bears North 22°48'49" West, 10.11 feet;

THENCE along said non-tangent curve to the left an arc distance of 10.11 feet to a point for corner;

THENCE North 00°26'37" West, a distance of 4.75 feet to a point for corner;

THENCE North 73°44'45" East, a distance of 189.46 feet to a point for corner;

THENCE North 16°15'15" West, a distance of 50.00 feet to a point for corner;

THENCE North 73°44'45" East, a distance of 4247.64 feet to a point for corner, for the beginning of a tangent curve to the right having a radius of 11359.20 feet, a central angle of 5°45'07", and a long chord which bears North 76°37'19" East, 1139.88 feet;

THENCE along said tangent curve to the right, an arc distance of 1140.36 feet to a point for corner;

THENCE South 00°25'11" West, a distance of 102.37 feet to a point for corner;

THENCE North 82°01'28" East, a distance of 121.32 feet to a point for corner;

THENCE South 00°25'43" West, a distance of 46.35 feet to a point for corner, for the beginning of a non-tangent curve to the right having a radius of 11209.22 feet and a central angle of 1°51'57", and a long chord which bears North 80°48'30" East, 365.00 feet;

THENCE along said non-tangent curve to the right an arc distance of 365.01 feet to a point for corner;

THENCE North 88°34'22" East, a distance of 376.98 feet to a point for corner;

THENCE South 02°25'03" East, a distance of 57.59 feet to a point for corner;

THENCE North 87°39'05" East, a distance of 486.25 feet to a point for corner;

THENCE South 02°17'09" East, a distance of 160.00 feet to a point for corner;

THENCE North 87°35'07" East, a distance of 140.04 feet to a point for corner;

THENCE South 01°42'54" West, a distance of 85.74 feet to a point for corner;

THENCE North 56°55'53" East, a distance of 166.30 feet to a point for corner;

THENCE South 01°56'52" West, a distance of 275.02 feet to a point for corner;

THENCE South 89°54'17" East, a distance of 282.16 feet to a point for corner;

THENCE South 00°02'35" East, a distance of 49.63 feet to a point for corner;

THENCE North 59°53'49" West, a distance of 58.57 feet to a point for corner;

THENCE South 66°31'15" West, a distance of 218.37 feet to a point for corner;

THENCE South 21°17'39" West, a distance of 172.36 feet to a point for corner;

THENCE South 16°32'31" West, a distance of 128.04 feet to a point for corner;

THENCE South 05°42'04" West, a distance of 125.46 feet to a point for corner;

THENCE South 20°43'09" West, a distance of 194.10 feet to a point for corner;

THENCE South 25°49'06" East, a distance of 230.16 feet to a point for corner;

THENCE South 42°48'19" East, a distance of 281.46 feet to a point for corner;

THENCE South 39°04'10" East, a distance of 105.83 feet to a point for corner;

THENCE South 18°02'35" East, a distance of 185.16 feet to a point for corner;

THENCE South 24°28'34" East, a distance of 148.45 feet to a point for corner;

THENCE South 07°17'22" West, a distance of 129.87 feet to a point for corner;

THENCE South 27°48'33" West, a distance of 127.36 feet to a point for corner;

THENCE South 54°43'28" West, a distance of 85.96 feet to a point for corner;

THENCE South 88°29'00" West, a distance of 255.06 feet to a point for corner;

THENCE South 67°29'18" West, a distance of 108.40 feet to a point for corner;

THENCE South 41°03'02" West, a distance of 125.39 feet to a point for corner;

THENCE South 01°42'06" West, a distance of 76.95 feet to a point for corner;

THENCE South 18°59'00" East, a distance of 73.00 feet to a point for corner;

THENCE South 43°11'32" East, a distance of 273.62 feet to a point for corner;

THENCE South 13°24'34" East, a distance of 97.67 feet to a point for corner;

THENCE South 06°41'43" West, a distance of 186.01 feet to a point for corner;

THENCE South 27°53'06" West, a distance of 118.42 feet to a point for corner;

THENCE South 87°34'46" West, a distance of 106.09 feet to a point for corner;

THENCE North 53°06'51" West, a distance of 305.31 feet to a point for corner;

THENCE North 73°50'14" West, a distance of 241.21 feet to a point for corner;

THENCE North 80°32'48" West, a distance of 206.34 feet to a point for corner;

THENCE South 77°03'44" West, a distance of 119.64 feet to a point for corner;

THENCE South 06°03'53" West, a distance of 115.88 feet to a point for corner;

THENCE South 25°21'47" East, a distance of 148.13 feet to a point for corner;

THENCE South 18°03'48" East, a distance of 145.50 feet to a point for corner;

THENCE South 08°19'02" East, a distance of 200.65 feet to a point for corner;

THENCE South 03°07'57" East, a distance of 302.24 feet to a point for corner;

THENCE South 12°52'56" East, a distance of 345.58 feet to a point for corner;

THENCE South 00°18'59" East, a distance of 212.01 feet to a point for corner;

THENCE South 08°09'23" West, a distance of 708.08 feet to a point for corner;

THENCE South 10°23'56" West, a distance of 388.71 feet to a point for corner;

THENCE South 14°29'51" West, a distance of 541.65 feet to a point for corner;

THENCE North 76°58'40" West, a distance of 473.01 feet to a point for corner;

THENCE South 33°23'06" West, a distance of 289.17 feet to a point for corner;

THENCE South 34°37'32" East, a distance of 407.97 feet to a point for corner;

THENCE South 64°32'17" East, a distance of 379.31 feet to a point for corner;

THENCE South 15°08'13" East, a distance of 165.15 feet to a point for corner;

THENCE South 15°22'09" West, a distance of 156.45 feet to a point for corner;

THENCE South 27°21'13" West, a distance of 619.00 feet to a point for corner;

THENCE North 64°52'44" West, a distance of 204.80 feet to a point for corner;

THENCE North 65°50'06" West, a distance of 410.22 feet to a point for corner;

THENCE South 06°14'00" West, a distance of 970.00 feet to a point for corner;

THENCE North 86°46'00" West, a distance of 250.00 feet to a point for corner;

THENCE North 49°31'00" West, a distance of 540.00 feet to a point for corner;

THENCE South 64°04'00" West, a distance of 234.19 feet to a point for corner;

THENCE South 05°16'06" West, a distance of 468.44 feet to a point for corner;

THENCE South 00°34'24" East, a distance of 16.79 feet to a point for corner;

THENCE South 88°58'19" East, a distance of 32.08 feet to a point for corner;

THENCE South 02°16'06" East, a distance of 397.40 feet to a point for corner;

THENCE South 12°16'54" West, a distance of 352.90 feet to a point for corner;

THENCE South 54°02'24" West, a distance of 321.40 feet to a point for corner;

THENCE South 87°34'54" West, a distance of 808.40 feet to a point for corner;

THENCE South 38°01'24" West, a distance of 177.80 feet to a point for corner;

THENCE North 89°49'36" West, a distance of 33.51 feet to a point for corner;

THENCE South 23°49'36" East, a distance of 382.60 feet to a point for corner;

THENCE South 11°48'24" West, a distance of 799.97 feet to a point for corner;

THENCE South 11°41'36" East, a distance of 719.99 feet to a point for corner;

THENCE South 49°48'24" West, a distance of 759.96 feet to a point for corner;

THENCE South 83°48'24" West, a distance of 389.98 feet to a point for corner;

THENCE South 66°18'24" West, a distance of 559.97 feet to a point for corner;

THENCE North 53°11'36" West, a distance of 889.97 feet to a point for corner;

THENCE North 81°11'36" West, a distance of 249.99 feet to a point for corner;

THENCE South 28°48'24" West, a distance of 319.99 feet to a point for corner;

THENCE South 03°11'36" East, a distance of 491.39 feet to a point for corner;

THENCE South 39°48'24" West, a distance of 422.87 feet to a point for corner;

THENCE North 89°47'47" West, a distance of 360.87 feet to a point for corner;

THENCE North 00°00'24" West, a distance of 139.47 feet to a point for corner;

THENCE North 16°09'13" West, a distance of 289.11 feet to a point for corner;

THENCE North 47°34'01" West, a distance of 125.88 feet to a point for corner;

THENCE South 80°05'07" West, a distance of 248.13 feet to a point for corner;

THENCE South 76°25'18" West, a distance of 406.42 feet to a point for corner;

THENCE North 70°18'30" West, a distance of 287.99 feet to a point for corner;

THENCE North 51°13'28" West, a distance of 201.49 feet to a point for corner;

THENCE North 45°04'33" West, a distance of 275.45 feet to a point for corner;

THENCE North 35°46'27" West, a distance of 430.75 feet to a point for corner;

THENCE North 19°06'11" East, a distance of 125.86 feet to a point for corner;

THENCE North 28°06'09" East, a distance of 321.56 feet to a point for corner;

THENCE North 27°33'47" East, a distance of 159.66 feet to a point for corner;

THENCE North 17°19'33" East, a distance of 291.31 feet to a point for corner;

THENCE North 14°14'50" West, a distance of 146.50 feet to a point for corner;

THENCE North 47°59'57" West, a distance of 106.93 feet to a point for corner;

THENCE North 79°53'17" West, a distance of 251.81 feet to a point for corner;

THENCE South 74°17'11" West, a distance of 93.41 feet to a point for corner;

THENCE South 53°29'55" West, a distance of 115.85 feet to a point for corner;

THENCE South 30°26'41" West, a distance of 288.71 feet to a point for corner;

THENCE South 72°16'37" West, a distance of 702.02 feet to a point for corner;

THENCE South 76°27'16" West, a distance of 291.88 feet to a point for corner;

THENCE South 81°27'59" West, a distance of 280.75 feet to a point for corner;

THENCE South 77°36'21" West, a distance of 411.40 feet to a point for corner;

THENCE North 21°33'59" West, a distance of 147.43 feet to a point for corner;

THENCE North 58°28'28" East, a distance of 356.72 feet to a point for corner;

THENCE North 77°06'36" East, a distance of 699.84 feet to a point for corner;

THENCE North 12°51'10" West, a distance of 240.00 feet to a point for corner;

THENCE South 80°19'13" West, a distance of 257.68 feet to a point for corner;

THENCE South 58°30'28" West, a distance of 840.01 feet to a point for corner;

THENCE North 21°42'18" West, a distance of 109.35 feet to a point for corner, for the beginning of a tangent curve to the right having a radius of 2914.96 feet and a central angle of 0°30'36" and a long chord which bears North 21°56'18" West, 25.95 feet;

THENCE along said tangent curve to the right an arc distance of 25.95 feet to a point for corner, for the beginning of a compound curve to the right having a radius of 7572.80 feet and a central angle of 18°13'17" and a long chord which bears North 09°40'45" West, 2398.20 feet;

THENCE along said compound curve to the right an arc distance of 2408.33 feet to a point for corner;

THENCE North 00°34'23" West, a distance of 1010.42 feet to a point for corner, for the beginning of a non-tangent curve to the left having a radius of 7702.81 feet and a central angle of 1°39'25" and a long chord which bears North 01°24'46" West, 222.73 feet;

THENCE along said non-tangent curve to the left an arc distance of 222.74 feet to a point for corner;

THENCE North 02°00'01" East, a distance of 141.04 feet to a point for corner, for the beginning of a non-tangent curve to the left having a radius of 7714.81 feet and a central angle of 4°24'13" and a long chord which bears North 05°26'04" West, 592.80 feet;

THENCE along said non-tangent curve to the left an arc distance of 592.95 feet to a point for corner, for the beginning of a reverse curve to the right having a radius of 98.00 feet, a central angle of 28°43'26", and a long chord which bears North 22°16'41" West, 48.62 feet;

THENCE along said reverse curve to the right, an arc distance of 49.13 feet to a point for corner, for the beginning of a reverse curve to the left having a radius of 7702.81 feet, a central angle of 6°29'03", and a long chord which bears North 11°15'19" West, 871.25 feet;

THENCE along said reverse curve to the left, an arc distance of 871.71 feet to a point for corner;

THENCE North 14°29'44" West, a distance of 200.89 feet to a point for corner;

THENCE North 09°39'23" West, a distance of 142.48 feet to a point for corner;

THENCE North 14°31'04" West, a distance of 508.91 feet to a point for corner, for the beginning of a tangent curve to the right having a radius of 98.00 feet and a central angle of 28°54'05" and a long chord which bears North 28°30'51" West, 48.91 feet;

THENCE along said tangent curve to the right an arc distance of 49.43 feet to a point for corner, for the beginning of a compound curve to the right having a radius of 7572.90 feet, a central angle of 3°11'42", and a long chord which bears North 12°29'55" West, 422.24 feet;

THENCE along said compound curve to the right, an arc distance of 422.30 feet to a point for corner;

THENCE South 89°35'25" East, a distance of 30.77 feet to a point for corner, for the beginning of a non-tangent curve to the right having a radius of 7542.79 feet and a central angle of 1°33'03", and a long chord which bears North 10°09'45" West, 204.17 feet;

THENCE along said non-tangent curve to the right an arc distance of 204.18 feet to the POINT OF BEGINNING and CONTAINING 93,528,751 square feet, 2,147.12 acres of land, more or less.

“Save & Except” from Tract 1 the following tract:

Being a 110.97 acre tract of land situated in the Samuel Kephart Survey, Abstract No. 891 and the Thomas D. Newton Survey, Abstract No. 1164, City of Arlington, Tarrant County, Texas, and being all of a called 110.97 acre tract of land, described as the “save and except” tract in a deed to Viridian Holdings, LP., as recorded in Document No. D215157108, County Clerk Records, Tarrant County, Texas. Said 110.97 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a found railroad spike for an inside ell corner of aforesaid 2,147.12 acre tract and being the southeast corner of a tract of land conveyed to Don G. and Rita J. Winn Trust, as recorded in Document No. D207016971, County Clerk Records, Tarrant County, Texas;

THENCE South 00°56’38” East, a distance of 855.96 feet to a found 3/4 inch iron rod, for the northeast corner of aforesaid 110.971 acre tract, being the POINT OF BEGINNING;

THENCE South 00°46’51” East, a distance of 2342.37 feet to a found 1 inch square tube for the inside ell corner of aforesaid 110.97 acre tract;

THENCE South 68°32’34” East, a distance of 282.28 feet to a found 1/2 inch iron rod for corner;

THENCE South 86°00’45” East, a distance of 185.98 feet to a found 1/2 inch iron rod for corner

THENCE South 88°03’37” East, a distance of 241.41 feet to a found 3/4 inch iron rod for corner;

THENCE North 49°31’08” East, a distance of 285.94 feet to a found 5/8 inch iron rod with a yellow cap stamped “Carter Burgess” for corner;

THENCE South 89°49’20” East, a distance of 136.26 feet to a found 1/2 inch iron rod for corner;

THENCE South 02°31’12” East, a distance of 255.86 feet to a found 1/2 inch iron rod with a yellow cap stamped “Brittain & Crawford” for corner;

THENCE South 32°22’38” West, a distance of 222.96 feet to a found 1 inch iron rod for corner;

THENCE South 46°01’29” West, a distance of 277.26 feet to a found 1/2 inch iron rod with a yellow cap stamped “Brittain & Crawford” for corner;

THENCE South 88°56’31” West, a distance of 744.44 feet to a found 1/2 inch iron rod with a yellow cap stamped “Brittain & Crawford” for corner;

THENCE South 89°27’53” West, a distance of 277.94 feet to a found 1/2 inch iron rod for corner;

THENCE North 55°45’57” West, a distance of 805.23 feet to a found 1/2 inch iron rod for corner;

THENCE South 89°34’03” West, a distance of 674.35 feet to a found 1/2 inch iron rod with a yellow cap stamped “Brittain & Crawford” for the southwest corner of aforesaid 110.97 acre tract;

THENCE North 00°32’29” West, along the west line of aforesaid 110.97 acre tract, a distance of 2520.73 feet to a found 2 inch iron pipe, for the northwest corner of said 110.97 acre tract;

THENCE South 88°46’50” East, along the north line of aforesaid 110.97 acre tract, a distance of 1618.96 feet to the POINT OF BEGINNING and CONTAINING 4,833,906 square feet or 110.97 acres of land, more or less.

TRACT 2:

Being a 45.251 acre tract of land situated in the Patrick G. Dalton Survey, Abstract No. 414, and the William Jenkins Survey, Abstract No. 856, City of Arlington, Tarrant County, Texas, and being a portion of tract of land, conveyed to Viridian Holdings, LP., as recorded in Document No. D215157350, County Clerk Records, Tarrant County, Texas. Said 45.251 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with a plastic cap stamped "Brittain & Crawford" found for the north corner of aforesaid 45.251 acre tract and being on the west right-of-way of F.M.. 157 (a variable width right-of-way) and on the east right-of-way of Old F.M. 157 (a variable width right-of-way now closed) and being the beginning of a non-tangent curve to the left having a central angle of 04°11'08", a radius of 7702.79 feet, a chord bearing of South 12°27'30" East, and a chord length of 562.59 feet;

THENCE along the east line of aforesaid 45.251 acre tract and the common west right-of-way of F.M. 157 the following courses and distances:

along said non-tangent curve to the left, an arc length of 562.71 feet, to a concrete right-of-way monument with an aluminum disc found for corner;

South 14°29'51" East, a distance of 843.12 feet to a concrete right-of-way monument with an aluminum disc found for corner, and being the beginning of a non-tangent curve to the right having a central angle of 13°56'23", a radius of 7572.81 feet, a chord bearing of South 07°32'07" East, and a chord length of 1837.89 feet;

along said non-tangent curve to the right, an arc length of 1842.43 feet, to a concrete right-of-way monument with an aluminum disc found for corner;

South 00°32'59" East, a distance of 1011.25 feet to a concrete right-of-way monument with an aluminum disc found for corner and being the beginning of a non-tangent curve to the left having a central angle of 11°20'40", a radius of 7702.80 feet, a chord bearing of South 06°14' 20" East, and a chord length of 1522.65 feet;

along said non-tangent curve to the left, an arc length of 1525.14 feet, to a 1/2 inch iron rod found for the southeast corner of aforesaid 45.251 acre tract;

THENCE South 82°46'55" West, along the south line of aforesaid 45.251 acre tract, a distance of 24.91 feet to a 1/2 inch iron rod found for the southwest corner of said 45.251 acre tract and being on the east right-of-way of aforesaid old F.M. 157;

THENCE along the west line of aforesaid 45.251 acre tract and the common east right-of-way of aforesaid old F.M. 157 the following courses and distances:

North 21°51’02” West, a distance of 1508.74 feet to a 1/2 inch iron rod with a plastic cap stamped “Brittain & Crawford” found for corner and being the beginning of a non-tangent curve

to the right having a central angle of 21°16’14”, a radius of 1860.00 feet, a chord bearing of North 11°18’12” West, and a chord length of 686.55 feet;

along said non-tangent curve to the right, an arc length of 690.50 feet, to a 1/2 inch iron rod with a plastic cap stamped “Brittain & Crawford” found for corner;

North 00°40’04” West, a distance of 3343.13 feet to a 1/2 inch iron rod with a plastic cap stamped “Brittain & Crawford” found for corner;

North 02°08’14” East, a distance of 299.32 feet to the POINT OF BEGINNING and CONTAINING 1,971,112 square feet or 45.251 acres of land, more or less.

TRACT 3:

Being a 1.996 acre tract of land situated in the Patrick G. Dalton Survey, Abstract No. 414, City of Arlington, Tarrant County, Texas, and being a portion of tract of land, conveyed to Viridian Holdings, LP.,. as recorded in Document No. D215157350, County Clerk Records, Tarrant County, Texas. Said 1.996 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2 inch iron rod for corner, said point being the north corner of said Tract 3, and being in the west right-of-way line of Old FM 157 (a variable width R.O.W. now closed);

THENCE South 21° 50’34” East, along the northeast line of aforesaid 1.996 acre tract and the common southwest right-of-way of aforesaid Old F.M.157, a distance of 843.24 feet to a 1/2 inch iron rod with a plastic cap stamped “Brittain & Crawford” found for the southeast corner of said 1.996 acre tract;

THENCE South 82°43’04” West, along the south line of aforesaid 1.996 acre tract and the north line of a called 22.05 acre tract of land conveyed to the City of Arlington by deed recorded in Volume 15590, Page 18, Deed Records, Tarrant County, Texas, a distance of 213.06 feet to a 1/2 inch iron rod with a plastic cap stamped “Brittain & Crawford” found for the southwest corner of said 1.996 acre tract and the inside ell corner of said 22.05 acre tract;

THENCE North 07°12’ 25” West, along the west line of aforesaid 1.996 acre tract and the common east line of aforesaid 22.05 acre tract, a distance of 816.16 feet to the POINT OF BEGINNING and CONTAINING 89,947 square feet or 1.996 acres of land, more or less.

EXHIBIT "B":

PERMITTED USES CHART

PERMITTED USES				
INSTITUTIONAL				
	RESIDENTIAL	**TOWN CENTER**	**CIVIC**	**OPEN SPACE**
Business School		P		
Religious Assembly	P	P	P	
College, University, or Seminary		P		
Community Center	P	P	P	
Day Care Center	P	P	P	
Government Administration and Civic Buildings	P	P	P	
Hospital		P		
Library	P	P	P	
Medical Clinic or Ambulatory Surgical Center		P		
Museum or Art Gallery		P	P	
Public or Private School	P	P	P	
OFFICE				
Offices		P	P	
RECREATION AND ENTERTAINMENT				
Country Club with Golf Course	P	P	SUP	P
Nightclub		P		
Park, Playground, or Golf Course	P	P	P	P
Private Club, Lodge, or Fraternal Organization	P	P	P	
Recreation and Entertainment, Indoor[1]	P	P	P	SUP

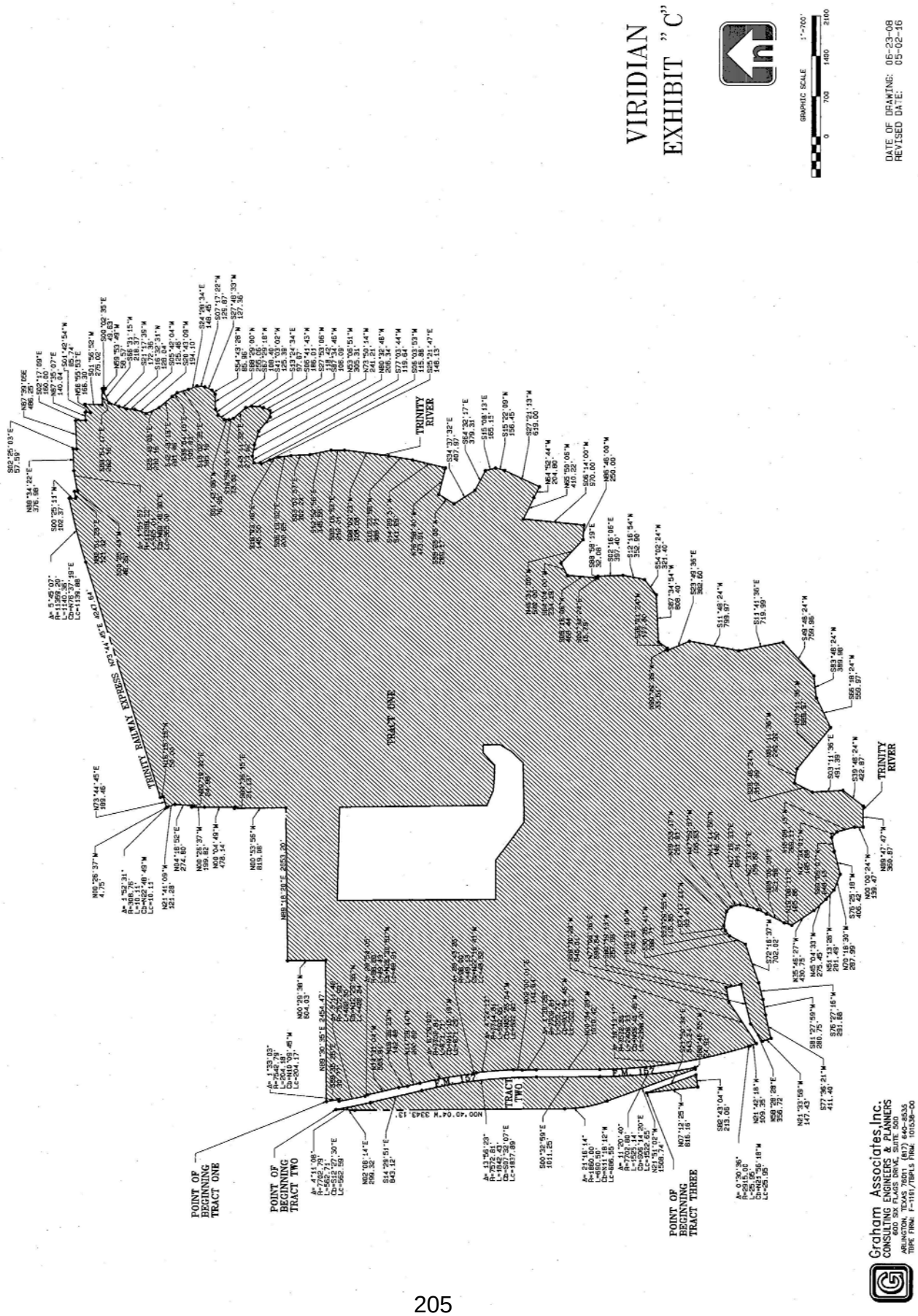
[1] Coin operated arcades operated in connection with an inside recreation use are permitted only as an accessory use.

PERMITTED USES				
RESIDENTIAL AND LODGING				
	RESIDENTIAL	**TOWN CENTER**	**CIVIC**	**OPEN SPACE**
Hotel, Boutique		C		
Community Home	P	P		
Duplex	P	P		
Extended Care Facility		P		
Hotel, Full Service[2]		P		
Multi-Family	SEE SECTION VI FOR MORE DETAILS			
Nursing Home		P		
Single Family (Attached and Detached)	P	P		
Assisted Living Facility		P		
RETAIL AND PERSONAL SERVICE USES				
Bar		P		
Antique Shop		P		
Car Wash		P		
Catering Service		P		
General Personal Services (Cleaning Laundry)		P		
General Personal Services (Copy Center)		P		
Custom and Craft Work		P		
Farmers Market		P		
Gasoline Sales		P		
General Retail Store, Other Than Listed		P		
Large Scale Retail		C		
Large Scale Retail, Town Center		P		

[2] Full service hotels must comply with Section 3.2.3 of the Unified Development Code.

PERMITTED USES				
	RESIDENTIAL	**TOWN CENTER**	**CIVIC**	**OPEN SPACE**
Nursery, Garden Shop, or Plant Sales		P		
Open Air Vending		P		
Personal Services		P		
Restaurant		P		
Veterinary Clinic		C		
TEMPORARY				
Temporary Asphalt or Concrete Batch Plant	C	C	C	C
Temporary Carnival, Circus, or Amusement Ride		P		
Temporary Construction Field Office	C	C	C	C
Temporary Construction Storage Yard	C	C	C	C
Temporary Outdoor Sales		P		
UTILITIES, COMMUNICATION, AND TRANSPORTATION				
Electric Generating Plant	P	P		
Electric Utility Substation	P	P		
Radio or TV Station Recording Studio		P		
Radio, Television, or Microwave Tower		P		
Utility Lines, Towers, or Metering Station	P	P	P	P
Wireless Telecommunication Facilities		C		C
WHOLESALE, DISTRIBUTION, AND STORAGE				
Distribution Center		S		
OTHER				
Gas Well Drilling and Production	SEE SECTION V.C FOR MORE DETAILS			

EXHIBIT “C”


VIRIDIAN
EXHIBIT "C"
GRAPHIC SCALE 1"=700'
0 700 1400 2100
DATE OF DRAWING: 06-23-08
REVISED DATE: 05-02-16
TRINITY RIVER
TRINITY RAILWAY EXPRESS
TRACT ONE
TRACT TWO
POINT OF BEGINNING TRACT ONE
POINT OF BEGINNING TRACT TWO
POINT OF BEGINNING TRACT THREE
Graham Associates, Inc.
CONSULTING ENGINEERS & PLANNERS
600 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-8535
TBPE FIRM: F-119 / TBPLS FIRM: 10136-00

VIRIDIAN

PLANNED DEVELOPMENT DISTRICT

Adopted 05/20/2008

Revised 09/30/2008

Revised 02/07/2012

Revised 06/18/2013

Revision 8/2/2016

VIRIDIAN

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I. APPLICABLE REGULATIONS

In the event of a conflict between this PD and or the Zoning Ordinance and or the Unified Development Code (UDC) or any other City ordinance imposing zoning regulations, this PD shall control. Without limiting the generality of the foregoing, if this PD addresses a topic of regulation, that topic shall be addressed exclusively by the PD. By way of example, this PD addresses building design standards; therefore, the building design standards in this PD are the exclusive building design standards applicable to the Property.

Development of the Property shall be subject to ordinances that the City is required by state or federal law to adopt and apply uniformly to all property within its corporate limits, regardless of whether such ordinances conflict with this PD.

Article XIII [Residential Adjacency Standards and General Fence Requirements] of the Zoning Ordinance does not apply *(i.e. Section 5.3 in the UDC specifically related to Fencing adjacent to residential properties shall not apply).*

Section 9-300 [Planned Development "PD" District] of the Zoning Ordinance does not apply to the creation of this PD, but future amendments to this PD are governed by Section 9-300 of the Zoning Ordinance, except as otherwise provided in this PD *(i.e. Section 10.4.3 in the UDC specifically related to Planned Developments).*

The Alternative Equivalent Compliance (AEC) process may be utilized for all applicable standards as listed in Section 10.4.22 of the UDC.

II. MASTER PLAN

Use of the Property shall comply with the general use areas shown as Town Center Area, Residential, Civic/Community Facilities, and Park/Open Space on the Master Plan attached as ***Exhibit A***, as it may be amended in accordance with this section, and with the use chart for each general use area as set forth in ***Exhibit B***. The developer may change the boundaries and area of any use area, including the Town Center Areas by up to a cumulative amount of ten percent for each land use area. Any change to the Master Plan must be submitted to the Zoning Administrator to ensure it is in compliance with this section, and the amended Master Plan will become a part of the permanent file maintained by the Zoning Administrator for this PD. Areas shown on the Master Plan as Residential are considered to be residential zoning areas, all other parts of the Property are considered to be nonresidential zoning areas.

III. DEFINITIONS

A. Definitions.

Terms used within this PD, including its exhibits, shall be defined as stated below. If a term is not listed below, the definition in the Zoning Ordinance shall apply *(I.e. Article 12 in the UDC specifically Definitions).*

1. Accessory Community Center, Private – A private accessory community center as defined in the Zoning Ordinance except as provided in **Section V.B.2** of this PD.

2. Accessory Secondary Living Unit – A living unit that complies with the requirements in **Section V.B.6** of this PD.

3. Active Park – A park intended to support activities and equipped with improvements to promote activities, such as picnic tables, shade structures, dog parks and playgrounds.

4. Alley – A private access easement that functions similar to a traditional alley.

5. Amenity Center – An accessory use to a residential development that may consist of one or more buildings and structures and that may include, but is not limited to, meeting space, recreational facilities (such as a swimming pool and playground).

6. Block face – One side of a block between two streets.

7. Boulevard – A street divided by a median.

8. Code – The Code of the City of Arlington.

9. Community Center – A facility that is used as a place of meeting, recreation, or social activity but not primarily to render a service that is customarily carried on as a business.

10. Community Home - A residential facility that qualifies as a community home pursuant to Chapter 123 of the Texas Human Resources Code.

11. Extended Care Facility – A facility for the temporary lodging and care of patients treated by a local hospital or medical facility. An extended care facility may also provide temporary lodging for a patient's family members or guests.

12. Facade – Any separate face of a building that encloses or covers usable space. A roof is not a facade.

13. Farmers Market – The indoor or outdoor retail sale, by individual vendors, of farm products such as fruits, vegetables, herbs, spices, edible seeds, nuts, live plants, flowers, and honey.

14. Floor Area – An air-conditioned floor space.

15. Gas Well Drilling and Production – The development, exploration, and production of natural gas.

16. General Retail Store, Other Than Listed – A facility or area for the retail sale of general merchandise or food, but does not include uses specifically listed in this PD.

17. Group Cluster, 4 – A square or rectangular group of home consisting of four homes or lots fronting on a shared driveway off a public street and or alley

18. Group Cluster, 6 – A square or rectangular group of homes consisting of six houses fronting on a shared Driveway adjacent to a public street and or alley

19. Height – The vertical distance measured from grade to the highest point of a structure (including a sign).

20. Hotel, Boutique – means a hotel that complies with the requirements in **Section V.C.1** of this PD.

21. Hotel, Full Service – A building or group of buildings providing transient lodging accommodations to the general public for compensation, where each guest room is accessed from an interior corridor, and that includes ancillary facilities and services such as restaurants, meeting rooms, personal services, recreational facilities, daily housekeeping service, and 24-hour front desk service.

22. Land Use Category – One of the following land use categories identified on the permitted use table attached as ***Exhibit B****:* (i) institutional; (ii) office; (iii) recreation and entertainment; (iv) residential and lodging; or (v) retail and personal service.

23. Large Scale Retail, Town Center – A single use retail building that complies with the requirements in **Section V.C.4** of this PD.

24. Library – An establishment for the loan or display of books.

25. Masonry – Stone or brick laid up unit by unit and set in mortar, or cultured stone, cast stone, stucco or natural stone panels.

26. Medical Clinic or Ambulatory Surgical Center – A facility for examining, consulting with, and treating patients with medical, dental, or optical problems on an out-patient basis.

27. Mixed Use Building – A building that contains two or more uses from a different land use category, with one land use category occupying at least ten percent of the gross floor area of the building or 15,000 square feet (whichever is less) and the other land use category occupying at least five percent of the gross floor area of the building or 10,000 square feet (whichever is less).

28. Multi-Family – A building used or designed as a residence for three or more families or households living independently of each other on the same lot.

29. Non-residential building or non-residential development - A building or a lot containing one or more uses that are not single family, duplex, or multi-family.

30. Non-residential use – A use that is not exclusively single family, duplex, or multi-family.

31. Open Space – A property that is at least 0.25 acres and is one of the following: a public park, a private park accessible to residents living on the Property, or an undeveloped space open to the sky and accessible by the public and located on private property, such as native mitigation areas or trails, except for development allowed in open space in this PD.

32. Parkway – means the area between a sidewalk and the back of curb.

33. PD – means this Planned Development District (**PD07-5:** Ordinance no. 08-038, adopted May 20th, 2008; **PD07-5R1:** Ordinance No. 08-093, adopted on September 30th, 2008; **PD07-5R2-ASP:** Ordinance No. 12-006, adopted on February 7th, 2012; **PD07-5R3:** Ordinance #13-022, adopted on 18th June 2013).

34. Personal Services – means a facility or area for the sale of personal services, such as a spa or salon, a tailor, a florist, or a pet grooming shop.

35. Pocket Park – means a park that is less than one acre in size.

36. Property – means the property depicted on the attached ***Exhibit C*** and described by metes and bounds on the attached ***Exhibit D***.

37. Radio, Television, or Microwave Tower – means a structure supporting antennae that transmit or receive any portion of the electromagnetic spectrum.

38. Rear Entry Garage – means a garage served by an alley or a side street abutting the rear of a lot.

39. Residential Building or Residential Development – means a building or a lot with single family, duplex, or multi-family use.

40. Residential Use – A single family, duplex, or multi-family use.

41. Side-Entry Garage – A front entry garage with a garage door that is perpendicular to the street (e.g., "j-swing garage"), or a garage on a corner lot with a garage door that is parallel to a side street.

42. Single Family Attached – A single family dwelling on a separate lot that fronts on a street, a place, a court, or a private access easement, and that is attached to one or more single family dwellings by either a common wall or another structure which causes the attached dwellings to constitute an architectural whole or appear on the exterior to be a single building.

43. STC – Sound Transmission Class, which is commonly accepted integer-number rating of how well a building partition attenuates airborne sound, and is used to rate interior walls, ceilings/floors, doors, windows and exterior wall configurations.

44. Stealth Towers – A communications tower that is effectively camouflaged or concealed so that it blends in with the natural surroundings or the built environment.

45. Temporary – Of limited duration; not permanent.

46. Temporary Asphalt or Concrete Batch Plant – A temporary facility or area for mixing concrete or asphalt to be used for new construction on the Property.

47. Temporary Construction Field Office – A facility or area used as a temporary field construction office.

48. Temporary Construction Storage Yard – A facility or area for the temporary outside storage of construction equipment and materials associated with an active permit to demolish or construct.

49. Temporary Outdoor Sales – An area used for the temporary outdoor sale of general merchandise or seasonal merchandise to the public.

50. Utility Lines, Towers, or Metering Station – This use is defined as set forth in the Zoning Ordinance. In addition, this use may include windmills and solar-powered panels.

51. Wireless Communications Facilities – Meaning Telecommunication towers, antennas, and other facilities regulated by Section 12-800 of the Zoning Ordinance. *(i.e. Section 3.2.4 in the UDC specifically related to Wireless Communication Facilities).*

52. Zoning Ordinance – meaning Ordinance No. 94-100, adopted on June 28, 1994, and the Unified Development Code – means Ordinance No. 16-008 adopted Feb 9th, 2016 as amended.

IV. PD AMENDMENT AND DEVELOPMENT PLAN REVIEW PROCEDURES

A. Zoning Change.

1. Property Owner Consent for PD Amendments. PD amendments are authorized for all or a portion of the land governed by this PD. With the exception of PD amendments initiated by the City, all requests to amend this PD shall only be accompanied by the written consent of the owners of the land that is the subject of the amendment, to the extent permitted by law. A request to amend or an amendment to this PD with respect to a portion of the Property shall not affect this PD as it applies to the remainder of the Property, unless otherwise provided by law. A request to amend specific provisions of this PD (regardless of the portion of the Property to which the amendment applies) shall not affect the remaining provisions of this PD, unless otherwise provided by law.

2. Approval Authority. The Zoning Administrator has the authority to authorize minor amendments as provided by this PD.

3. Specific Use Permits. The provisions of Section 5-500 of the Zoning Ordinance [Specific Use Permits] (10.4.6 in the UDC), as well as all definitions in the Zoning Ordinance (UDC) pertaining thereto, shall apply to all requests for Specific Use Permits, except that the landscape plan required by Section 5-500(H)(5) shall be in compliance with the standards of this PD, not the standards of Article XIV of the Zoning Ordinance entitled "Landscape and Screening Standards" (*i.e. Section 5.2.1 in the UDC specifically related to Landscaping).*

B. Development Plan Approval.

1. Approval Required. Prior to the submittal of an application for a preliminary plat for any portion of the Property, a development plan for that portion of the Property must be submitted to City Council for consideration in accordance with this **Section IV.B.**

2. Procedures. Development plans shall be submitted by the applicant to the City Council for administrative review. No public hearing shall be required.

3. Development Plan Content. A development plan must include the following information:

   a. Proposed land use including the approximate number of dwelling units of each type such as Type 1, 2, or 3 Multi-family and single family by type as set forth in ***Exhibit F***.

   b. The percentage of each type of dwelling unit compared to all dwelling units in this PD, considering the units requested and all units approved in previous development plans (based on the approximate numbers provided in (a)).

   c. The location and width of proposed thoroughfares, and a designation of the streets as boulevards or non-boulevards.

   d. The location, of proposed landscaping within common areas and public right-of-way.

   e. The location and size of proposed parks and open space areas.

   f. The location and width of proposed trails.

g. Elevations that generally depict representative architecture along a typical block face within the development plan area. A separate elevation shall be submitted for each building type proposed within a development plan area. For purposes of this paragraph, the following are considered building types: each type of single family detached listed in ***Exhibit F***; each type of single family attached in ***Exhibit F***; multi-family (not in a mixed use building); a mixed use building that includes multi-family uses; and a non-residential building. The applicant may submit additional materials depicting the typical architecture within the development plan area for the City Council's consideration. All required elevations shall include sufficient detail to allow the City Council to evaluate the general style and architecture of the development within the development plan area, including, but not limited to, identification of predominant exterior building materials and the proposed color palette. Samples of the detail that should be provided in elevations are illustrated in ***Exhibit P***.

h. A comprehensive fence plan indicating fencing materials, colors, heights, and general locations.

i. The percentage of buildings that have a facade that is predominantly composed of cementitious fiber board compared to the projected total of all buildings in this PD as shown in the most recently accepted Transportation Impact Analysis for this PD considering the buildings requested and all buildings approved in previous development plans (to ensure that no more than 30 percent of the projected total number of buildings have a facade that is predominantly composed of cementitious fiber board).

4. Approval Criteria.

a. The City Council shall approve a development plan if it complies with this PD and all other applicable City ordinances. Except as expressly stated in **Section IV.B.4.b**, the City Council shall not impose conditions on the approval of a development plan other than conditions that bring a development plan into compliance with this PD and all other applicable City ordinances.

b. The City Council may deny approval of elevations or impose reasonable conditions on representative building elevations required by **Section IV.B.3.i** to assure that buildings within the development plan area (i) include adequate articulation; (ii) include a sufficient mix of design features to avoid monotony; (iii) in the case of buildings other than single family detached structures, incorporate design features oriented to pedestrians at street level; and (iv) are high quality.

5. Effect of Development Plan Approval.

Development of the Property shall substantially comply with approved development plans. A development plan must be approved prior to plat approval for that portion of the Property. In determining substantial compliance, elevations that are part of an approved development plan are intended to illustrate representative architectural styles and typical implementation of PD design standards, and shall not be interpreted to require buildings to be constructed with identical elevations.

6. Amendments. Minor amendments to an approved development plan may be approved by the Zoning Administrator pursuant to Section 9-300I of the Zoning Ordinance. Any other amendments to an approved development plan shall be processed in the same manner as the original development plan, but amendments are not required to be submitted in connection with a plat. *(i.e. Section 10.4.3 in the UDC specifically related to Planned Developments).*

C. Design Guidelines.

Prior to issuance of a building permit for the construction of any building, design guidelines for the Property will be created and will encumber the Property. These design guidelines will include a private architectural review committee charged with reviewing building construction for compliance with the design guidelines. The City will promptly notify the Viridian Municipal Management District or its designee at the address the Viridian Municipal Management District has provided to the City, and provide a copy to the applicant, if a building permit application is made without attaching written confirmation from the private architectural review committee that it has reviewed the plans for the proposed building and found that the building complies with the design guidelines, but the City will otherwise disregard the applicant's failure to provide this letter, and the City shall not be liable for the results of any failure to provide notice.

The development plan review procedures set forth in this article are the exclusive development plan review procedures applicable to the Property.

V. PERMITTED USES

A. Principal Uses.

1. Permitted Uses Table. See the permitted use table on ***Exhibit B***. The principal uses followed by "P" are permitted by right. Uses followed by "S" are permitted by Specific Use Permit. The uses followed by "C" are permitted subject to the applicable conditions set forth in **Section C** below. Except as otherwise provided in **Subsection 2** below for similar uses, all uses not listed on ***Exhibit B*** are prohibited.

2. Similar Uses Allowed. Uses not specifically listed on Exhibit B, but of a similar type and nature to those uses listed on Exhibit B, are permitted as determined by the Zoning Administrator.

3. Prohibition of Certain Gas-Related Uses. With the exception of gas well drilling and production, and associated accessory uses such as tanks and pipelines, all uses related to gas compression, processing, and storage (including, but not limited to, compression facilities and saltwater disposal wells) are expressly prohibited.

B. Accessory Uses.

Accessory uses are permitted. Without limiting the generality of the foregoing, the following accessory uses are permitted:

1. Accessory caretaker's quarters.

2. Accessory Community Center, Private.

   An accessory community center may include a restaurant open to members and their guests. An accessory community center may also include banquet facilities that may be rented for special occasions, such as wedding receptions and parties.

3. Accessory Garage, Private.

4. Accessory Outside Display and Sales.

5. Accessory Outside Storage:

   When in connection with a non-residential uses and visible from ground level on an adjacent street, this use shall be screened with a masonry wall that is a minimum of six feet in height, and none of the items stored may project above the screening wall. The perimeter of the screening wall shall be landscaped with a minimum 12-inch-wide landscape strip containing shrubs, vines, or a combination of both.

6. Accessory Secondary Living Unit:

   This use must not exceed 800 square feet in floor area, must be located on the same lot as and be accessory to a single family detached or duplex living unit, and it must be occupied only by guests, servants, or family members of the residents of the main structure.

The structure must not contain more than one bedroom, more than one kitchen, or more than one bathroom. May be attached to or detached from the main structure, may be located above a garage, and may not be rented or leased.

7. Accessory Swimming Pool, Private.

8. Amenity Center.

Special Conditions Applicable to Certain Uses.

1. Hotel, Boutique:

   Section 12-1000 (Special Standards for Full Service Hotels, Motels, and Residence Hotels/Motels) of the Zoning Ordinance and or Article 3.2.3 in the Unified Development code *(i.e. section E.2. specifically related to Commercial Uses, Lodging Facilities)* does not apply to a boutique hotel. A boutique hotel must meet the following requirements:

   a. A building providing transient lodging accommodations for compensation, usually containing fewer than 200 rooms, and that is not classified as a full service hotel, limited service hotel, or residence hotel. Boutique hotels typically have distinctive and contemporary design and décor; promote a luxurious or avant-garde atmosphere; are concentrated in the Luxury, Upper Upscale, and Upscale chain and class categories; and demonstrate a Four Diamond or higher AAA rating.

   b. The entrance to each guest room must be gained from a completely enclosed area or from an exterior court located within a secured area.

   c. A boutique hotel must have management onsite 24 hours a day.

   d. A boutique hotel must provide housekeeping services or daily maid service.

   e. A boutique hotel must provide guests with access to a natural area within 1,000 feet of the hotel. The natural area must be in excess of 1,000 acres and must have horizontal dimensions of at least 1,000 feet by 2,500 feet.

   f. A boutique hotel must offer concierge service or other personalized service to each guest.

   g. A boutique hotel must be located either within the town center area shown on the Master Plan or adjacent to or across the street from publicly accessible open space or a lake.

   h. A boutique hotel within the town center area shown on the Master Plan must offer the following services to each guest either on-site or within the specified distance from the boutique hotel[1].

      (1) One or more meeting or conference rooms with a minimum of 1,000 square feet of conference space within 1,500 feet;

[1] These services may be developed concurrently with a boutique hotel or in a subsequent development phase.

(2) Recreational facilities within 500 feet; and

(3) A restaurant with a full service kitchen offering meals during normal dining hours (breakfast, lunch, and dinner) and seating for a minimum of 50 patrons within 500 feet.

i. A boutique hotel may contain personal service shops.

2. Gas Well Drilling and Production.

a. Gas well drilling and production is permitted on the Property subject to the Gas drilling in all areas is permitted by SUP only.

3. General Retail Store, Other Than Listed.

Without limiting the generality of the definition of this use in **Section III.A** of this PD, this use may include the sale of wine for off-premise consumption, as well as on-premise consumption of wine.

4. Large Scale Retail.

Any retail structure of fifty thousand (50,000) square feet or larger in contiguous footprint area whether occupied by a single-tenant or multiple tenants regardless of whether such structure is situated on one lot or across multiple lots. In addition to traditional retail stores and shopping centers, this definition specifically includes, but is not limited to: membership warehouse clubs; wholesale membership clubs; outlet stores; discount or close-out clubs; and, grocery stores. For the purposes of this ordinance a Covered Mall Building containing more than five hundred thousand (500,000) square feet is not included in this definition.

5. Temporary Asphalt or Concrete Batch Plant.

This use is permitted on the Property in connection with the issuance of a construction permit. This use may include associated temporary buildings, such as trailers. This use shall cease operation upon completion of construction on the Property. This use must be in compliance with all applicable local, state, and federal regulations.

6. Temporary Construction Field Office

This use is permitted on the Property in connection with the issuance of a permit authorizing the construction of structures or infrastructure improvements.

This use may be operated from a temporary building, such as a trailer. This use shall cease operation, and the building shall be removed, upon completion of construction of improvements or structures on the Property.

7. Temporary Construction Storage Yard.

This use is permitted on the Property in connection with the issuance of a permit authorizing the construction of structures or infrastructure improvements. This use may include associated temporary buildings, such as trailers. This use shall cease operation upon completion of construction of improvements or structures on the Property.

8. Temporary Outdoor Sales.

   This use may include a temporary farmers market. For the sale of seasonal merchandise, this use shall not exceed 90 days. For the sale of non-seasonal merchandise, this use shall not exceed 14 days.

9. Veterinary Clinic.

   Rooms containing cages or pens are not permitted to have windows, doors, or other penetrations on exterior walls. Areas designated for holding, boarding, or grooming pets are limited to no more than 15 percent of the gross floor area. Outside boarding is prohibited.

10. Wireless Communications Facilities.

    Except as otherwise provided in this section, the provisions of Section 3.2.4C1 of the Unified Development Code, as well as all definitions in the Unified Development Code pertaining thereto, apply. Mounted antennas may be located on mixed use and non-residential buildings. Unless towers are stealth towers, towers are permitted only in the area identified on ***Exhibit E***. Stealth towers are permitted at any location on the property. All towers are subject to the height restrictions and SUP requirements set forth in Section 12-800 of the Zoning Ordinance *(i.e. Section 3.1.5 in the UDC specifically related to Allowable Uses).*

VI. RESTRICTIONS ON MULTI-FAMILY

A. Multi-family development shall be restricted as follows:

11. Type 1 Multi-Family.

    Type 1 multi-family is multi-family development that consists of a maximum of ten dwelling units on a platted lot, all of which shall be in a single building. Type 1 multi-family does not include multi-family within a mixed use building. Type 1 multi-family buildings shall be a maximum of three stories. Type 1 multi-family may be located only at street termini, on corner lots, at focal points, and at other unique anchor locations approved by the Zoning Administrator. Type 1 multi-family is permitted only in Residential Areas shown on the Master Plan **(*Exhibit A*)**. Type 1 multi-family shall have ground floor entrances to each dwelling unit.

12. Type 2 Multi-Family.

    Type 2 multi-family is multi-family development that is a minimum of four stories in height and is not in a mixed use building. Type 2 multi-family is permitted in Town Center Areas Including Collins East and the area north of Birds Fort Trail, on the Master Plan **(*Exhibit A)*** that is located adjacent to Collins Street.

13. Type 3 Multi-Family.

    Type 3 multi-family consists of multi-family development within a mixed use building. The entire first floor must be built as, or convertible to, non-residential or have multi-family related uses other than dwelling units (such as a leasing office or a multi-family amenity center on the first floor) to qualify as a mixed use building. Type 3 multi-family is permitted only in Town Center Areas shown on the Master Plan **(*Exhibit A).***

B. Multi-family dwelling units shall have no stairwells visible from outside the property line of the multi-family dwelling units.

C. The minimum dwelling unit area for multi-family dwelling units is 550 square feet; however, the minimum dwelling unit area must average a minimum of 800 square feet when considering all dwelling units within a multi-family building.

VII. BUILDING SETBACK, AREA, AND BULK REQUIREMENTS

A. Requirements for Single Family, Duplex, and Type 1 Multi-family Development.

1. Requirements.

a. The requirements in this **Section A** and ***Exhibit F*** are the exclusive building setback, area, and bulk requirements applicable to single family detached and attached, duplex, and Type 1 multi-family development other than fences and retaining walls that are part of the development. The requirements in ***Exhibit F*** apply to all single family (detached and attached), duplex, and Type 1 multi-family buildings, including accessory buildings, but do not apply to other structures.

(1) **Zero Lot Line Standards:** The side setback may be reduced anywhere from four and a half feet (4'6") to zero feet (0') on any one side of a single family (detached) lot, when a maintenance easement is provided with such reduced setback.

(i) The building separation maintained between the structures on adjacent properties shall not be less than seven-and-a-half feet (7.5 feet).

(ii) The building separation area shall include a use and maintenance easement of no less than 7.5 feet in width, extending along the entire lot line adjoining the reduced setback.

a) The maintenance easement shall be dedicated by plat and will include the maintenance agreement, approved by the City and detailing the purpose of the maintenance easement and access rights for maintenance purposes, on the plat.

b) The maintenance easement shall be maintained as an open space, with the following exceptions:

(i) Fences that are parallel to the front lot line are allowed.

(ii) Horizontal construction at grade level, such as a deck not exceeding 12 inches above grade, or paved surfaces may be allowed in the maintenance easement upon a finding that it does not impede the drainage of the adjoining structure.

c) If the separation between buildings is less than 10 feet there will be additional fire safety requirements required to be installed.

b. Without limitation, Article XI of the Zoning Ordinance does not apply to any structures that are part of the development other than fences and retaining walls, except to the extent Article XI cannot be varied by this PD (see e.g. the foundation requirements for single family dwellings). Notwithstanding the foregoing, the retaining wall restrictions in Article XI shall not apply to retaining walls around a lake *(i.e. Section 5.3 in the UDC specifically related to Screening, Buffering, and Fencing shall not apply).*

c. The Zoning Administrator may approve alternative materials and methods to the fence and retaining wall restrictions in Article XI and or the Unified Development Code to the extent the alternate materials or methods are equal or better in function and durability.

d. Swimming pools shall have a minimum five-foot setback from rear and side property lines, however, such setback applies only to the swimming pool, and not to associated decking or paving around the pool.

2. Garages.

a. With the exception of side entry garages, garages may not extend beyond the front of a single family detached home or duplex.

b. Required parking spaces for single family detached, single family attached, and duplex uses must be located in enclosed, covered parking areas.

c. Notwithstanding anything to the contrary in ***Exhibit F***, front-facing garage doors are permitted provided they are located at least five feet behind the front facade. For homes with front porches, the front facade is considered to be the portion of the front porch closest to the front property line but in no event less than three feet behind the front of the house.

(2) If the garage is less than five feet behind the façade of the house upgraded garage doors, coach lights and additional architectural features shall be required.

3. Single Family Attached.

The front facade of single family attached structure may not exceed 350 feet in length.

4. Mix of Residential Types Required.

a. Within each residential planning area identified on ***Exhibit Q***, a minimum of eight percent of the total dwelling units shall be single family detached dwelling units developed under the standards for any of the following residential types on ***Exhibit F***: single family detached Classical 55 ft. Home sites, Manor 65 ft. Home sites, Chateau 75 ft. Home sites or Estate 80 ft. plus Home sites.

b. Within each residential planning area identified on ***Exhibit Q***, a minimum of 50 percent of total dwelling units shall be single family detached dwelling units developed under the standards for any of the following residential types on ***Exhibit F***: single family detached chalet home sites, single family detached executive home sites, single family detached manor home sites, single family detached chateau home sites, and single family detached estate home sites. The dwelling units described under the prior paragraph may be counted to satisfy the requirements of this paragraph.

c. Within each residential planning area identified on ***Exhibit Q***, a minimum of 55 percent of total dwelling units shall be single family detached dwelling units.

B. Requirements for Multi-Family (Types 2 and 3), Mixed Use Buildings and Non-Residential Development.

1. Requirements.

a. The requirements in the table below are the exclusive building setback, area, and bulk requirements applicable to Type 2 multi-family buildings, Type 3 multi-family buildings, mixed use, and non-residential buildings, and any related accessory buildings.

b. Without limitation, Article XI of the Zoning Ordinance relating to the building setback, area, bulk and design requirements does not apply to any structures other than fences and retaining walls, except to the extent Article XI cannot be varied by this PD. Notwithstanding the foregoing, the retaining wall restrictions in Article XI shall not apply to retaining walls around a lake *(i.e. Article 2 of the Unified Development Code specifically related to the Zoning Districts and Setbacks and Article 5 of the Unified Development Code specifically related to the Design and Development Standards)*.

c. The Zoning Administrator may approve alternative materials and methods to the fence and retaining wall restrictions in Article XI to the extent the alternate materials or methods are equal or better in function and durability *(i.e. Article 5 of the Unified Development Code specifically related to the Design and Development Standards*.

d. Swimming pools shall have a minimum five-foot setback from rear and side property lines, however, such setback applies only to the swimming pool, and not to associated decking or paving around the pool.

Table VII-1: Building Setbacks and Height Restrictions

	Multi-Family (Types 2 and 3) Mixed Use, and Non-Residential Development
Maximum Setback from a Street	A building facade must be constructed within 21 feet of the back of curb along a minimum of 50 percent of each front building facade, exclusive of open space areas, parks, and driveways. If a block face is built out in phases, a phasing plan may be used to show how this requirement will be satisfied in a future construction phase. There shall be no maximum setback requirement along Collins Street or streets within the Property that provide direct access to Collins Street. The Zoning Administrator may alter the maximum setback requirement upon a finding that the alteration will promote pedestrian activity along the street. There is no maximum setback requirement for a large scale retail building and for schools.
Maximum Height	15 stories. Exceptions: a) No height limit for a Full Service Hotel. b) Maximum height for Schools is 75 feet.

VIII. DESIGN STANDARDS

A. Applicability of Other Design Standards.

The design standards in this article are the exclusive design standards applicable to the Property.

B. Approved Building Materials.

In the context of approved building materials, a facade does not include doors, fascia, windows, chimneys, dormers, window box-outs, bay windows, soffits, eaves, and outdoor fireplaces. Multiple buildings on the same lot will each be deemed to have separate facades.

1. A minimum of 90 percent of each exterior building facade shall consist of one or more of the following building materials (subject to further restrictions in facade area set forth in paragraphs (e) and (f) for Cementitious fiber board and EIFS):

   a. Stone, brick or tile laid up unit by unit and set in mortar.

   b. Stucco (exterior Portland cement plaster with three coats over metal lath or wire fabric lath or other methods approved by the Zoning Administrator as equal or better quality in durability).

   c. Cultured stone or cast stone.

   d. Architecturally finished block (i.e. burnished block or split faced concrete laid up unit by unit and set in mortar).

   e. Cementitious fiber board.

      Cementitious fiber board is permitted subject to the following conditions: the style and color of a building using this product must be approved as part of a development plan, no more than 30 percent of buildings in this PD may have a facade that is predominantly composed of this product.

   f. Exterior Insulation and Finish System (EIFS).

      EIFS is further limited to the following:

      (1) non-residential buildings and mixed use buildings by right; and

      (2) buildings containing single family attached and multi-family uses (excluding mixed use buildings) if approved by the Zoning Administrator based on a finding that the proposed use of EIFS is consistent with the spirit and intent of this PD to require high quality building materials and a variety of building materials.

      (3) EIFS may be used only on that portion of a façade that is four feet or higher above grade. A maximum of 50 percent of all sides of a building visible from the street and not ultimately screened by another building or other device may consist of EIFS.

g. LEED-certified materials.

h. Glass; or

i. An alternative material approved by the Zoning Administrator based on a finding that it is of a quality equal to or better than the materials listed above in durability.

2. A maximum of ten percent of a facade may include accent materials not listed above, except that aluminum siding, vinyl siding, unfinished concrete block, reflective glass, and galvanized steel are prohibited. The Zoning Administrator may approve the use of reflective glass in unique circumstances in order to comply with green building techniques.

3. A minimum of two different building materials shall be used on each building other than single family detached homes.

C. Roofing Design and Materials.

1. Roofing materials for sloped roofs shall be selected from the following list:

a. Asphalt shingles.

b. Industry approved synthetic shingles.

c. Standing seam metal roofs.

d. Tile roofs.

e. Slate roofs.

f. LEED-certified roofing materials; or

g. An alternative material approved by the Zoning Administrator based on a finding that it is of a quality equal to or better than the materials listed above in durability.

2. All pitched roofs of non-residential buildings shall have a minimum pitch of 4:12, and all pitched roofs of residential buildings shall have a minimum pitch of 6:12. Roofs covering porches and other architectural elements are excluded from this requirement. The Zoning Administrator may approve a roof that does not meet these requirements based on a finding that a different roof pitch is appropriate for the proposed architectural style.

3. Flat roofs require parapet screening, a minimum of two feet, eight inches in height, that adheres to vertical articulation requirements for the facade.

4. Parapets shall require cornice detailing.

5. Each single family detached home will have a 30-year dimensional shingle, tile, or metal seam roof.

D. Design Features for Certain Residential Buildings.

A minimum of four of the following design features are required on the exterior of each building containing a single family detached, single family attached, duplex, or Type 1 multi-family use:

1. Dormers.
2. Cupolas.
3. Gables.
4. Recessed entries (minimum three feet).
5. Balconies.
6. Covered front porches (minimum 70 square feet in area and seven feet in depth).
7. Courtyards.
8. Box windows.
9. Architectural pillars or posts.
10. Exterior chimneys.
11. Varied roof heights.
12. Archways.
13. Porte cocheres.
14. Porticos.
15. Shutters (functional or decorative); or
16. Articulated cornice lines.

E. Design Features for Multi-Family (Types 2 and 3) and Non-Residential Buildings.

Non-residential, Type 2 multi-family, and Type 3 multi-family buildings shall comply with the following requirements:

1. Cladding materials used on a facade shall extend a minimum of 20 feet around building corners onto adjacent facades, other than facades abutting an alley.
2. All buildings must include at least four of the following design features, and buildings that are greater than 20,000 square feet in floor area must include at least six of the following design features:
    a. Canopies, archways, covered walkways, or porticos.
    b. Awnings.
    c. Arcades.
    d. Courtyards.
    e. Cupolas.

f. Balconies.

g. Tower elements.

h. Recesses, projections; columns; pilasters projecting from the planes; offsets; reveals; or projecting ribs used to express architectural or structural bays.

i. Varied roof heights for pitched, peaked, sloped, or flat roof styles.

j. Articulated cornice line.

k. Arches.

l. Display windows, faux windows, or decorative glass windows.

m. Architectural details, such as tile work and molding, or accent materials integrated into the building façade.

n. Integrated planters or wing walls that incorporate landscaping and sitting areas or outdoor patios.

o. Integrated water features; or

p. Other similar architectural features approved by the Zoning Administrator.

F. Repetition of Elevations for Single Family Detached Uses and Duplexes.

1. No street-facing elevation on a single family detached home or duplex shall be repeated directly across the street from itself (excluding at "T" intersections and within cul-de-sacs), or within four lots of itself along the same block face, as illustrated on Exhibit G. At least 10 percent of an elevation must be different, or it will be considered to be a repeated elevation.

2. In addition, no color scheme may be repeated within three lots of the same color scheme along the same block face.

G. Single Family Attached Sound Attenuation.

When single family attached uses share a common wall, the common wall shall have a minimum Sound Transmission Class (STC) rating of 58.

H. Drive-Through Windows.

Drive-through windows associated with restaurants are permitted only within 500 feet of Collins Street. Drive through windows associated with all other uses are limited to the town center area illustrated on the Master Plan or the area within 500 feet of Collins Street.

I. Entries.

1. Non-residential, Type 2 multi-family and Type 3 multi-family buildings shall comply with the following requirements:

a. All ground floor entrances shall be covered or inset.

b. Building entrances shall be articulated with architectural elements such as columns, porticos, porches, and overhangs.

2. All non-residential and Type 3 multi-family buildings over 20,000 square feet in floor area shall incorporate elements such as arcades, roofs, alcoves, porticos, and awnings that protect pedestrians from sun and weather for a minimum of 50 percent of the length of the building frontage along a street.

J. Building Articulation.

Non-residential (except for Schools), Type 2 multi-family, and Type 3 multi-family buildings shall comply with the following articulation requirements:

1. All facades adjacent to and facing a street or public open space shall comply with the following standards, as illustrated on ***Exhibit H***:

   a. No building facade shall extend for a distance greater than three times the mean height of the facade without having an off-set of 15 percent of more of the mean height of the facade. This off-set shall extend for a distance equal to at least 25 percent of the length of the adjacent plane described in the preceding sentence.

   b. No portion of a horizontal facade that is the same height shall extend for a distance greater than three times that height without changing height by a minimum of 15 percent. This height change shall continue for a distance equal to at least 25 percent of the length of the adjacent plane described in the preceding sentence.

2. Facades adjacent to and facing a street or public open space shall include material changes or changes in relief such as columns, cornices, bases, fenestration, and fluted masonry.

3. The top floor of any building shall contain a distinctive finish, consisting of a cornice, banding, or other architectural termination. In addition, the bottom one-third of any building exceeding six stories shall be distinguished from the remainder of the building by providing a distinctive level of detail, such as columns, pilasters, masonry base rustication, unique masonry detailing, unique fenestration, or other distinctive material or color variation.

4. Schools shall comply with the following requirements: No overall building façade shall extend for a distance greater than three times the mean height of the façade without having a minimum off-set of 3 feet. This off-set shall extend for a distance equal to at least 15 feet.

K. Transparency.

1. At least 25 percent of each residential facade (excluding mixed use buildings) adjacent to and facing a street or public open space shall contain windows or doorways.

2. At least 40 percent of each facade in non-residential buildings or mixed use buildings, adjacent to and facing a street or public open space shall contain windows or doorways, except that on a mixed use building containing residential uses, at least 40 percent of the first floor of each facade adjacent to a street or public open space shall contain windows or doorways, and at least 25 percent of the upper floors of each facade adjacent to a street or public open space shall contain windows or doorways.

3. There are no transparency requirements for a large scale retail use and for schools.

L. Outdoor Storage.

Outdoor storage is prohibited in connection with a non-residential use unless the Zoning Administrator approves it based upon a finding that the adverse effects of such storage have been mitigated through adequate restrictions regarding the storage location and type of screening. This provision does not apply to accessory outside storage, which is required to be screened in accordance with **Section V.B.5** of this PD.

With the exception of temporary construction fencing, the following types of fences are prohibited: chain link, barbed wire, pipe, vinyl, and razor wire fences.

M. Pedestrian Connectivity.

When a block face developed with non-residential uses or mixed use buildings exceeds 500 feet in length, pedestrian access through the block shall be provided. Such access may be provided through a pedestrian access easement, a business open to the public, or any other means that provides pedestrian access during regular business hours.

N. Accessory Buildings.

An accessory building shall not exceed the floor area of the main building.

O. Enhancements on Corner Lots.

Each single family detached home and Type 1 multi-family building located on a corner lot shall include a minimum of two architectural enhancements on the side of the building facing the intersecting street. Examples of architectural enhancements include, but are not limited to, gables, columns, windows, vents, porches, and shutters.

Each corner lot with a single family detached home or Type 1 multi-family building shall have landscape enhancements along the side street as follows: at least one minimum three-inch caliper tree shall be planted for each 35 feet (or fraction thereof) of lot length along the side street, and a minimum of five evergreen shrubs that are a minimum of five gallons shall be planted every five feet on center along fence lines facing the side street. Trees are not required to be evenly spaced.

P. Other.

1. Each single family detached home and Type 1 multi-family building will have enhancements particular to each style of architecture. For example, coastal style homes will have elevations that feature cementitious fiberboard siding (lap, shake or scallop design), covered porches, porch railings, fascia and trim moldings, shutters, lower pitch roofs, and dormers, and Mediterranean style homes will have elevations that feature arched windows, porches with arches, “A” gable roofs, soffit rafter tails, balconies, and towers.

2. Each single family detached home shall be serviced by a shared mailbox for each two homes which is landscaped and architecturally compatible with the residential structure in which it serves. All streets will have upgraded street lights that will be architecturally compatible with the overall theme of this PD.

IX. GRANT OF PERMISSION FOR USE OF RIGHT-OF-WAY

A. Grant of permission.

The Council hereby grants a non-exclusive revocable permission subject to an easement use agreement for each named improvement to each owner of land and tenant within the Property boundaries to use the public right of way within the Property boundaries for the exclusive purpose of constructing, operating, repairing and maintaining the following improvements and any improvements reasonably related thereto or necessary for the operation thereof:

1. Street and pedestrian lighting,
2. Public seating areas,
3. Landscaping and related amenities, including fountains,
4. Monuments, statues, or other public artwork,
5. Street furniture, including benches,
6. Drinking fountains,
7. Trash containers,
8. Tunnels;
9. Security cameras,
10. Bollards,
11. Temporary construction barricades,
12. Underground duct banks,
13. Pedestrian bridges and overpasses,
14. Arches,
15. String lighting, and
16. Wiring

The Zoning Administrator may authorize additional items (other than those enumerated in this Section A above) to be included in the permission if such items do not interfere with the public use of the right of way.

B. Limitations.

This permission will not terminate at the end of any specific time period, however, the Council reserves and has the absolute right to terminate this permission at will, by adoption of a resolution, at any time such termination becomes necessary. Written notice shall be provided to the abutting property owner as listed on the current tax roll 15 days in advance of the Council meeting.

The determination by the City of the necessity of the termination is final and binding, and the City is entitled to possession of the premises without giving any additional notice and without necessity of legal proceedings to obtain possession thereof, when in its judgment, the purpose or use of this permission is inconsistent with the public use of the right-of-way or the purpose or use of this permission is likely to become a nuisance or a public safety issue.

Upon termination of the permission by the Council, each owner or tenant shall remove all improvements and installations in the public right-of-way to the satisfaction of the Director of Public Works and Transportation.

The City reserves the right to require the relocation of improvements and encumbrances at the owners' or tenants' expense for any construction project within the right of way, as determined by the Director of Public Works and Transportation, or when in the City's sole discretion it is warranted by the public health, safety and welfare.

C. Insurance Required.

Upon the conducting of any activities or installing any of the improvements described in **Section A**, it is a condition to continuation of the license that there be in place commercial general liability insurance coverage with an insurance company authorized to do business in the State of Texas and otherwise acceptable to the City, covering, but not limited to, the liability assumed under the license granted under this section, with combined single limits of liability for bodily injury and property damage of not less than $1,000,000 for each occurrence, $2,000,000 annual aggregate. Coverage under this liability policy must be on an "occurrence" basis and the City shall be named as additional insured. Proof of such insurance must be sent to: Office of Risk Management (Tel: 817-459-6869). City of Arlington, TX 76004-3231; and the policy must provide for thirty days prior written notice to the Office of Risk Management of cancellation, expiration, non-renewal, or other material change in coverage. All subrogation rights for loss or damage against the City are hereby waived to the extent same are covered by the liability insurance policy. In the event there is more than one license holder, such holders shall be individually, and not joint and severally, liable hereunder.

D. Maintenance.

Each owner or tenant placing permitted improvements in the right-of-way shall be responsible for obtaining all required construction and building permits, and maintaining and keeping the improvements safe and from deteriorating in value or condition at no expense to the City. The City shall be absolutely exempt from any requirement to make repairs to or to maintain the permitted improvements.

E. Staff Review.

1. The Director of Public Works and Transportation shall review all proposed improvements described by **Section A**, and shall approve a proposed improvement if:

    a. The improvement will not unreasonably interfere with pedestrian or vehicular traffic, the design and location of the improvement includes all reasonable planning to minimize potential harm or injury to or interference with the public in the use of the public street, and the improvement will not create any hazardous condition or obstruction of vehicular or pedestrian travel upon the public street; and

b. There is clear, continuous, and unobstructed passageway for pedestrians that is a minimum of five feet in width with a minimum vertical clearance of eight feet, provided, however, that where unusual circumstances exist, the requirement could be less than five feet in width where it is certain that public safety would not be jeopardized

2. The Zoning Administrator shall review all proposed improvements described by **Section A** in the context of land use compatibility, architectural consistency, character of the development, and pedestrian mobility. If the Zoning Administrator determines that a permitted improvement is inappropriate based on the foregoing standards, an applicant may appeal that determination to the Zoning Board of Adjustment within 15 days after the decision in accordance with the procedures set forth in Section 5-800 of the Zoning Ordinance *(i.e. Section 9.4 in the UDC specifically related to Zoning Board of Adjustment).*

X. LANDSCAPING

A. The landscape requirements in this article are the exclusive landscaping requirements applicable to the Property. Unless otherwise stated in this article, the requirements of Article XIV of the Zoning Ordinance (Landscape and Screening Standards) do not apply. (*i.e. Section 5.3 in the UDC specifically related to Screening, Buffering, and Fencing do not apply*).

B. Single family detached, single family attached, duplex, and Type 1 multi-family development shall be landscaped in accordance with the residential landscaping requirements on ***Exhibit I***.

C. Parkways adjacent to Type 2 multi-family, Type 3 multi-family, and non-residential buildings shall be landscaped in accordance with Section 14-300 of the Zoning Ordinance, (*i.e. Section 5.2 in the UDC specifically related to Landscaping*).

D. Except as follows:

1. The tree point provisions of Section 14-300 of the Zoning Ordinance do not apply (*i.e. Section 5.3 in the UDC specifically related to Screening, Buffering, and Fencing do not apply*).

2. The landscape setback shall be measured from the inside boundary line of the pedestrian access and utility easement (not the street-side boundary line).

3. The requirements of Section 14-300 of the Zoning Ordinance related to transitional buffers do not apply. (*i.e. Section 5.3 in the UDC specifically related to Screening, Buffering, and Fencing do not apply*)

4. Subsection 14-300(D) of the Zoning Ordinance (Landscaping Internal to Parking Areas) does not apply (*i.e. Section 5.2 in the UDC specifically related to Screening, Buffering, and Fencing do not apply*).

5. All required landscape materials shall be irrigated with an automatic irrigation system, however, landscaping in above ground planters may be irrigated by hand or with an automatic irrigation system. All automatic irrigation systems shall have rain and freeze sensors.

E. Parking lots for Type 2 multi-family, Type 3 multi-family, and non-residential buildings shall be landscaped as described below:

1. A maximum of 20 uninterrupted parking spaces are permitted in a row before relieved by a landscaped island.

2. Landscaped islands are required at the end of each parking aisle.

3. All landscaped islands shall be a minimum of seven feet in width and the depth of a parking space. If a double row of parking is provided, the island shall be the depth of both rows.

4. At least 15 percent of a parking lot shall be landscaped.

5. Every landscaped island shall have at least one tree and shall be landscaped with ground cover. Trees shall be a minimum of three inches in caliper at the time of planting, except that trees located at the end of parking aisles must be a minimum of four inches in caliper at the time of planting. Trees may be located within landscaped islands, minimum four foot by four foot landscape diamonds, or other landscaped areas within a parking lot.

6. The total number of trees within a parking lot shall equal at least one tree for every 20 parking spaces within the parking lot.

7. All required landscape materials shall be irrigated with an automatic irrigation system, however, landscaping in above ground planters may be irrigated by hand or with an automatic irrigation system.

8. At Schools, street trees are not required adjacent to or in bus and vehicular loading zones or along “visitor street parking”.

F. All required trees must be of a species approved for planting under Article XIV of the Zoning Ordinance (*i.e. the approved plant list in the information bulletin of the UDC*).

XI. TREE PRESERVATION

A. This article contains the exclusive tree preservation requirements applicable to the Property. The trees required to be preserved by this article will exceed the tree preservation standards in the Zoning Ordinance *(i.e. Section 5.2.3 of the Unified Development Code, pertaining to Tree Preservation and Replacement).*

B. Trees located in the area shown on ***Exhibit J*** must be preserved, except that trees may be removed in areas that will contain drainage, roadway, trail, or similar improvements, but only to the extent tree removal is necessary to construct such improvements.

C. Prior to the commencement of any construction activity within 20 feet of the area shown on ***Exhibit J***, areas shown on ***Exhibit J*** that are within 20 feet of proposed construction activity shall be protected by installing temporary protective fencing between such areas and the construction activity. The protective fencing may be comprised of brightly colored vinyl construction fencing, chain link fencing, or other similar fencing with an approximate height of four feet or greater.

D. No tree removal permit shall be required to remove trees outside of the area shown on ***Exhibit J***. A tree removal permit is required to remove trees within the area shown on ***Exhibit J***.

E. If this PD is amended in the future to include additional property, the trees shown on ***Exhibit J*** for preservation may also be used to satisfy the tree preservation requirements for a maximum of 100 additional acres.

XII. SCREENING

A. Rooftop Equipment.

Rooftop equipment shall be screened from view at ground level. (Parapet walls referenced in **Section VIII C.3** shall fulfill this screening requirement *(i.e. Section 5.3.2 of the Unified Development Code, pertaining to Mechanical and Utility Equipment Screening*).

B. Trash Storage Areas.

Outdoor trash storage areas visible from a street must be screened on three sides by a solid wall at least eight feet in height of a material that is consistent with the exterior building material of the main building that the storage area serves. Decorative metal opaque gates shall be used to access such trash collection areas. The perimeter of screening walls shall be landscaped with a minimum 12-inch wide landscape strip containing shrubs, vines, or a combination of both.

C. Off-Street Loading and Service Areas.

Off-street loading and service areas must be screened by walls consistent with the architectural style and materials of the associated building at least eight feet in height, and by planting evergreen plant material capable of growing to eight feet in height within 18 months after planting. For schools, decorative fencing, six feet in height, may be used in lieu of solid walls with planting material that meets transparency requirements for school security.

D. Other.

Each single family detached home will have the Heating, Ventilation, and Air Conditioning (HVAC), Electrical, and Gas equipment located behind the rear yard fence to create a more appealing streetscape. If the electrical and gas equipment cannot be located behind the fence due to regulatory requirements, meters will be screened from the street by evergreen plant material of sufficient height to effectively screen the equipment from view.

XIII. PARKING

A. General Provisions.

1. Except as otherwise provided in this paragraph, required parking must be off-street parking. Head-in and parallel parking spaces located on streets are permitted and count toward required parking. Head-in parking is not permitted if maneuvering is done on an arterial street, unless the maneuvering is done on a slip road.

2. Within the town center areas on the Master Plan, as well as areas within 300 feet of those areas, shared parking and off-premise parking may be provided for mixed use buildings in accordance with the town center parking requirements in Section D below. Off-premise and shared parking for all other areas is prohibited, unless the Zoning Administrator approves such parking if the alternative parking arrangement avoids the provision of excess parking or is otherwise supported by the findings of a parking study and the alternative parking arrangement will not have an adverse effect on property adjacent to the area where the alternative parking is provided.

3. Unless otherwise stated, all parking spaces may be enclosed or unenclosed.

B. Off-Premise Parking.

Except as otherwise provided in this article, parking spaces must be located on the same platted lot as the use that they serve.

C. Minimum Parking Requirements.

See **Table XIII.1** for the minimum parking requirements for each principal use. Parking is not required for floor area devoted to common areas, such as common areas associated with indoor malls and the lobbies of office buildings. If a use has a drive through window, a minimum of six stacking spaces shall be provided in addition to the parking requirements listed in **Table XIII.1** on the following page.

Table XIII-1 Minimum Parking Requirements:

PERMITTED USE	MINIMUM PARKING REQUIREMENT[2]
INSTITUTIONAL	
Business School	1 per student
Religious Assembly	1 per 4 seats in sanctuary or auditorium
College, University, or Seminary	1 per 4 students
Community Center	1:200 SF
Day Care Center	1 per 8 students
Government Administration and Civic Buildings	To be determined by Zoning Administrator based on most similar use
Hospital	1½ per bed
Library	1:350 SF of public area
Medical Clinic or Ambulatory Surgical Center	4: 1,000 SF
Museum or Art Gallery	1:400 SF
Public or Private School	Elementary – 1 per 20 students; Junior High – 1 per 18 students; Senior High – 1 per 1.75 students; Kindergarten – 1 per 8 students
OFFICES	
Offices	3:1,000 SF
RECREATION AND ENTERTAINMENT USES	
Country Club with Golf Course	1:300 SF
Nightclub	1:100 SF
Park, Playground, or Golf Course	Golf course 9.8 per hole; otherwise none
Private Club, Lodge, or Fraternal Organization	1:200 SF
Recreation and Entertainment, Indoor	Theater – 1 per 4 seats; Bowling Alley – 6 per lane; Pool Halls and Other Commercial Amusements (Indoor) – 1:100 SF; Racquetball Court – 4 per court; Health Club – 1:200 SF

[2] Fractional parking requirements shall be rounded up to the nearest whole number. Unless otherwise stated, references to square footage are to floor area.

PERMITTED USE	MINIMUM PARKING REQUIREMENT[2]
RESIDENTIAL AND LODGING USES	
Hotel, Boutique	1 per guest room up to 100 rooms; then 0.75 per guest room over 100; 50 percent of these spaces may be counted to satisfy the parking requirements of accessory uses
Community Home	1 per six beds
Duplex	2 per dwelling unit
Extended Care Facility	1 per 6 beds
Hotel, Full Service	1 per guest room up to 100 rooms; then 0.75 per guest room over 100; 50 percent of these spaces may be counted to satisfy the parking requirements of accessory uses
Multi-Family	1.65 per dwelling unit for the first 50 dwelling units; 1.50 per dwelling unit thereafter
Nursing Home	1 per six beds
Single Family (Attached and Detached)	2 per dwelling unit
Assisted Living Facility	1 per 1½ dwelling units
RETAIL AND PERSONAL SERVICE USES	
Bar	1:75 SF
Antique Shop	2:1,000 SF (1:400 for furniture sales)
Car Wash	1:150 SF
Catering Service	3:1,000 SF
General Personal Services (Cleaning, Laundry)	3:1,000 SF
General Personal Services (Copy Center)	3:1,000 SF
Custom and Craft Work	1:400 SF
Farmers Market	1:1,000 SF of site area
Gasoline Sales	1:250 SF with a minimum of 4 spaces
General Retail Store, Other Than Listed	3:1,000 SF (1:400 SF for furniture sales)
Large Scale Retail	3:1,000 SF (1:400 SF for furniture sales)
Large Scale Retail, Town Center	3:1,000 SF (1:400 SF for furniture sales)
Nursery, Garden Shop, Or Plant Sales	3:1,000 SF for indoor portion; 1:600 SF for

PERMITTED USE	MINIMUM PARKING REQUIREMENT[2]
	outdoor portion
Open-Air Vending	None
Personal Services	3:1,000 SF
Restaurant	1:150 SF
Veterinary Clinic	1:400 SF
TEMPORARY USES	
Temporary Asphalt or Concrete Batch Plant	None
Temporary Carnival, Circus, or Amusement Ride	None
Temporary Construction Field Office	None
Temporary Construction Storage Yard	None
Temporary Outdoor Sales	None
UTILITY, COMMUNICATION, AND TRANSPORTATION USES	
Electric Generating Plant	None
Electric Utility Substation	None
Radio or TV Station Recording Studio	1:400 SF
Utility Lines, Towers, or Metering Station	None
Wireless Telecommunication Facilities (Including Radio, Television, or Microwave Tower)	None
WHOLESALE, DISTRIBUTION, AND STORAGE	
Distribution Center	1:3000 SF
OTHER	

Town Center Parking.

This Section D only applies to parking for a mixed use building.

1. Off-Premise Parking.

   a. Residential Uses.

      Required parking spaces for residential uses are not required to be located on the same lot as the use they serve; however, such spaces must be within 300 feet of the use they serve if they are not located on the same lot.

   b. Non-Residential Uses.

      Parking spaces for non-residential uses, whether required or excess, are not required to be located on the same lot as the use that they serve; however, such spaces must be within 600 feet of the use they serve if they are not located on the same lot.

2. Shared Parking.

   The minimum parking requirements above may be reduced using the occupancy rates in **Table XIII.2** below to calculate the adjusted parking requirements, and the parking requirement shall be determined by the adjusted off-street parking calculation:

Table XIII-2: Shared Parking Requirements

Time of Day	Weekday			Weekend		
Use	12am – 8am	8am – 6pm	6pm – 12am	12am – 8am	8am – 6pm	6pm – 12am
Office	5%	100%	20%	5%	5%	5%
Restaurant	10%	70%	100%	20%	70%	100%
Retail	5%	90%	80%	5%	100%	70%
Entertainment	10%	40%	100%	50%	80%	100%
Hotel	100%	70%	100%	100%	70%	100%
Institutional (non-church)	5%	100%	20%	5%	10%	10%
Institutional (church)	5%	10%	5%	5%	100%	50%
Conference / Meeting Room	5%	100%	100%	5%	100%	100%
Residential	100%	60%	100%	100%	80%	100%
All other uses	100%	100%	100%	100%	100%	100%

3. Calculation of the adjusted off-street parking requirements will be as follows:

   a. Determine the parking requirements for each use within the PD.

   b. Multiply the parking requirement calculated per **Table XIII.1** by the occupancy rate for that category of use in **Table XIII.2**. See **Table XIII.3** for the shared parking category of use for each land use listed in **Table XIII.1**.

   c. Total the time of day columns for both weekday and weekend to determine the parking demand at each time of day.

   d. The column with the largest sum is the adjusted off-street parking requirement.

4. Example of adjusted parking calculations:

   a. 50,000 sq. ft. office, 30,000 sq. ft. retail and 20,000 sq. ft. restaurant, respectively.

   b. Individual office parking requirements: (3 spaces/1,000 sq. ft.)(50,000 sq. ft.) = 150 spaces

   c. Individual retail parking requirements: (3 spaces/1,000 sq. ft.)(30,000 sq. ft.) = 90 spaces

   d. Individual restaurant requirements: (1 space/100 sq. ft.)(20,000 sq. ft.) = 200 spaces

   e. Total: 150 + 90 + 200 = 440 total spaces

   f. Adjusted parking calculation for weekdays and weekends is as follows:

Weekday			
Time of Day			
12mid - 8am	8am - 6pm		6pm - 12mid
Office	(.05)(150) =8	(1.0)(150)=150	(0.2)(150)=30
Retail	(.05)(90) =5	(0.9)(90) =81	(0.8)(90)=72
Restaurant	(0.1)(200)=20	(0.7)(200) =140	(1.0)(200)=200
Total	33	371	302

Weekend			
Time of Day			
12mid-8am	8am - 6pm		6pm-12mid
Office	(.05)(150)=8	(.05)(150)=8	(.05)(150)=8
Retail	(.05)(90)=5	(1.0)(90)=90	(0.7)(90)=63
Restaurant	(0.2)(200)=40	(0.7)(200)=140	(1.0)(200)=200
Total	53	238	271

g. Solution to example calculation:

371 spaces required, i.e., the highest total for any time period both weekday and weekend (Allows a 16 percent savings from 440 spaces). The categories of shared parking attributable to each use are identified in **Table XIII.3**.

Table XIII-3: Uses within Each Shared Parking Category

PERMITTED USE	SHARED PARKING CATEGORY[3]
INSTITUTIONAL	
Business School	Not Eligible
Religious Assembly	Not Eligible
College, University, or Seminary	Not Eligible
Community Center	Not Eligible
Day Care Center	Not Eligible
Government Administration and Civic Buildings	Institutional (non-church)
Hospital	Institutional (non-church)
Library	Institutional (non-church)
Medical Clinic or Ambulatory Surgical Center	Institutional (non-church)
Museum or Art Gallery	Institutional (non-church)
Public or Private School	Not Eligible

[3] Uses identified as "other" are not permitted to have reduced parking requirements through a shared parking arrangement (i.e., they are deemed to have a 100 percent occupancy).

PERMITTED USE	SHARED PARKING CATEGORY[3]
OFFICES	
Offices	Office
RECREATION AND ENTERTAINMENT	
Country Club with Golf Course	Not Eligible
Nightclub	Entertainment
Park, Playground, or Golf Course	Not Eligible
Private Club, Lodge, or Fraternal Organization	Institutional (non-church)
Recreation and Entertainment, Indoor	Entertainment
RESIDENTIAL AND LODGING	
Hotel, Boutique	Hotel
Community Home	Not Eligible
Duplex	Not Eligible
Extended Care Facility	Not Eligible
Hotel, Full Service	Hotel or Conference/Meeting Room (As Applicable)
Multi-Family	Residential
Nursing Home	Not Eligible
Single Family (Attached)	Not Eligible
Single Family (Detached)	Not Eligible
Assisted Living Facility	Not Eligible
RETAIL AND PERSONAL SERVICE	
Bar	Entertainment
Antique Shop	Retail
Car Wash	Not Eligible
Catering Service	Retail
General Personal Services (Cleaning, Laundry)	Retail
General Personal Services (Copy Center)	Retail
Custom and Craft Work	Retail
Farmers Market	Retail

PERMITTED USE	SHARED PARKING CATEGORY[3]
Gasoline Sales	Not Eligible
General Retail Store, Other Than Listed	Retail
Large Scale Retail	Retail
Large Scale Retail, Town Center	Retail
Nursery, Garden Shop, or Plant Sales	Retail
Open Air Vending	Not Eligible
Personal Services	Retail
Restaurant	Restaurant
Veterinary Clinic	Retail
TEMPORARY	
Temporary Asphalt or Concrete Batch Plant	Not Eligible
Temporary Carnival, Circus, or Amusement Ride	Not Eligible
Temporary Construction Field Office	Not Eligible
Temporary Construction Storage Yard	Not Eligible
Temporary Outdoor Sales	Not Eligible
UTILITY, COMMUNICATION, AND TRANSPORTATION	
Electric Generating Plant	Not Eligible
Electric Utility Substation	Not Eligible
Utility Lines, Towers, or Metering Station	Not Eligible
Wireless Telecommunication Facilities (Including Radio, Television, or Microwave Tower)	Not Eligible
WHOLESALE, DISTRIBUTION, AND STORAGE	
Distribution Center	Not Eligible

5. Master Parking Plan.

a. Applicability.

Notwithstanding anything to the contrary in this subsection, only uses that utilize off-premise or shared parking are required to demonstrate parking requirements through a master parking plan.

b. Initial Master Parking Plan.

Prior to the issuance of the first building permit to construct new floor area served by off-premise or shared parking, an initial master parking plan shall be provided to the Zoning Administrator.

c. Periodic Updated Master Parking Plans Required.

Except as otherwise provided below, the initial master parking plan shall be updated, and an updated plan submitted to the Zoning Administrator, prior to any of the following:

(1) Issuance of any subsequent building permits to construct new floor area served by off-premise or shared parking;

(2) Issuance of a demolition permit to demolish existing floor area served by off-premise or shared parking;

(3) Issuance of a certificate of occupancy that allows a new use or changes an existing use served by off-premise or shared parking; and

(4) Making any change to a mixed use building that increases or decreases the existing parking requirement if that building is served by off-premise or shared parking, regardless of whether such change requires a building permit or certificate of occupancy.

d. Contents of Master Parking Plan.

Both the initial and updated master parking plans shall contain the following information:

(1) A tabulation box that includes the basis for the calculation of the parking requirement (e.g., amount of floor area; number of dwelling units, guest rooms, or beds) for each existing and proposed use served by off-premise or shared parking, and the resulting calculation of the parking requirement for such uses;

(2) The general location[4] of all required parking identified under the preceding paragraph (the boundaries of the parking area and the total number of spaces within such area shall suffice); and

[4] It is not necessary to show each individual parking space. The outline of the parking lot, or the footprint of the parking garage, along with a notation regarding the number of parking spaces in such lot or garage, is sufficient.

(3) Identification of the particular parking spaces devoted to each mixed use building containing a residential use for the purpose of confirming such parking spaces are within the required distances from the uses they serve. Only the parking spaces devoted to the residential portion must be identified.

XIV. OFF-STREET LOADING FOR NON-RESIDENTIAL USES

Off-street loading facilities may be accessed from a street or a private service drive, or may consist of a berth within a structure. Off-street loading facilities shall be screened in accordance with the applicable provisions of this PD. On-street loading is permitted in designated loading zones.

XV. SIGNS

The Council may approve different sign regulations than the regulations in the Zoning Ordinance by approving an alternate sign package *(i.e. Section 7.15 in the UDC specifically related to Alternate Sign Plan).* An alternate sign package follows the same process as a zoning change.

XVI. OPEN SPACE

A. The requirements of this article are intended to help maintain the integrity of the River Legacy Park and existing trail system on the Property; promote the continuity and expansion of publicly accessible open space and trails; protect and enhance the environmental values of the River Legacy Park and the surrounding open space; and ensure that publicly accessible open space is preserved in perpetuity.

B. Parks and open space areas shall be designated on approved plats for the Property and shall generally comply with the Preliminary Park and Open Space Master Plan attached as Exhibit K.

C. A Final Park and Open Space Master Plan generally consistent with the Preliminary Park and Open Space Master Plan shall be submitted to the City prior to submittal of a preliminary plat for any portion of the Property.

D. The developer shall provide areas large enough to accommodate the open space amenities required in Section XVI.E of this PD.

E. Open space amenities shall be provided as follows:

1. The developer shall, at a minimum, construct the following amenities within open space by the time the Building Inspector approves the final inspection or the certificate of occupancy for the 700th dwelling unit located outside town center areas as shown on the Master Plan:

    a. One recreational facility (may be an amenity center).

    b. A swimming pool complex.

    c. Four Tennis Courts.

    d. Event lawn area in the amenity center.

    e. Three play structures (such as climbers, jungle gyms, spinners, or hangers).

    f. One shade structure for each active park.

    g. Two picnic tables for each active park.

    h. Two park benches for each active park.

    i. Three dog clean-up station.

    j. Fencing for each pocket park.

    k. Community Dog park.

    l. Shared use with the School play yard.

    m. Fish Pond.

    n. Bocce Ball Court.

    o. Water Fountains at major parks.

p. Gas Barbeque grills in amenity center; and

q. Park signage.

2. The developer shall, at a minimum, construct the following amenities within open space shown by the time the Building Inspector approves the final inspection or the certificate of occupancy for the 2,000th dwelling unit located outside town center areas as shown on the Master Plan:

   a. One recreational facility (may be an amenity center).

   b. A swimming pool complex.

   c. Active play field.

   d. Gas Grills in Amenity Center.

   e. One play structure (such as climbers, hangers, slides or spinners) in Active Parks.

   f. Two picnic tables for each active park.

   g. Two park benches for each active park.

   h. One dog clean up station.

   i. Park signage.

   j. One shade structure in Active parks.

   k. Sailing Center and Boat Dock; and

   l. Pocket Park.

3. The developer shall, at a minimum, construct the following amenities within open space by the time the Building Inspector approves the final inspection or the certificate of occupancy for the 4,000th dwelling unit located outside town center areas as shown on the Master Plan:

   a. One recreational facility (may be an amenity center).

   b. A swimming pool complex.

   c. Active play field.

   d. Barbeque Grills.

   e. One play structure (such as climbers, hangers, slides, or spinners).

   f. Two picnic tables for each active park.

   g. Two park benches for each active park.

   h. One dog clean up station.

i. Park signage.

j. One shade structure for each active park; and

k. Pocket Park.

4. Similar Amenities Allowed.

Open space amenities not specifically listed above, but of a similar type and nature to those listed above, are permitted as determined by the Zoning Administrator.

F. Every dwelling unit shall be within 700 feet of open space, except that each dwelling unit in a single family attached or multi-family structure shall be within 1,000 feet of open space.

G. The developer shall use non-potable whenever possible to irrigate open spaces and parks. The developer will install an irrigation system for all open spaces.

H. Open space areas shall be landscaped with one tree that is a minimum of three inches in caliper for every 35 feet of street frontage or fraction thereof. Trees may be planted in clusters to create a natural appearance. Where feasible, the developer shall transplant as native trees from areas scheduled for developmental impact to open space areas and parks within the Property.

I. Ownership and maintenance of public open space areas shall be in accordance with Senate Bill No. 919 adopted by the Texas Legislature in 2007, codified at Chapter 3861 of Subtitle C, Title 4, Special District Local Laws Code, the Viridian Municipal Management District, and other applicable State law. Private open space shall be maintained by a property owner's association or other appropriate entity.

J. A minimum of 900 acres of the Property shall be provided as open space open to the public at such time as the Viridian Municipal Management District finds that the open space area is ready to be open to the public.

XVII. RECREATIONAL AND SOCIAL AMENITIES

A. Prior to the approval of the final inspection for the 500th single family residence on the Property, an amenity center shall be constructed on the Property.

B. Prior to the approval of the final inspection for the 2,000th single family residence on the Property, a second amenity center shall be constructed on the Property.

C. Each amenity center shall have the following amenities and shall be open to residents and their guests:

1. Restroom facilities;

2. Meeting room;

3. A swimming pool;

4. Group recreational equipment;

5. A playground; and

6. An outdoor community gathering space

D. In order to promote a sense of community, social programming will be incorporated into the fabric of this PD by the home owner's association. This programming is intended to create and support interaction between families, neighbors, neighborhoods and villages within this PD. Functions and events may include, but are not limited to, items such as the following:

1. <u>Clubhouse/Pool Activities and Events:</u>

   Dance classes, ballet classes, karate classes, fitness classes, scrap booking, book clubs, cooking classes, wine tasting, New Year's celebrations, bunko night, poker night, kid's story time, casino nights, super bowl parties, Valentine's Day moms' night out, March madness, Easter Parade, Memorial Day pool opening, 4th of July event, Labor Day celebrations, Halloween events, Thanksgiving pot luck, meet and greet Santa, meet and greet your neighbors, and pancake socials.

2. <u>Outdoor Activities:</u>

   Bike races, , horseshoes, tennis, sand volleyball, fishing tournaments, fly and reel, movies on the lake, fireworks, national night out (safety), astronomy, bird watching, nature tours and classes, summer camps (in conjunction with River Legacy, Boy Scouts, or Girl Scouts), nature hikes, fun runs, marathons, mom's stroller classes, and Barktoberfest (dog party).

3. <u>Lake Events:</u>

   Sailing regattas, sculling, scuba diving lessons, canoeing/kayaking, bird watching classes, River Legacy educational classes, camping, boat rentals/catamarans, sand castle building, swimming, beach parties, and fishing tournaments.

4. Town Center Events:

   Trade days, art and craft fairs, pottery, Taste of Arlington, farmers market, WiFi in public areas, art competitions, sculpture contests, community parades, medieval fair, and musical and theatrical performances.

XVIII. STREET AMENITY DESIGN PACKAGE

A. The following street amenities will be provided in town center areas shown on the Master Plan: pedestrian street lamps, bike racks, litter containers, and street seating. Such amenities shall be installed concurrently with required landscaping. Street amenities are not required within 100 feet of a platted single family attached or detached residential lot line.

B. A street amenity design package shall be submitted along with the development plan for the portion of the Property being developed. The design package shall, at a minimum, include designs for pedestrian street amenities that are consistent with accepted urban design principles and compatible with the theme or architecture of the development depicted in the development plan application. The design package shall indicate the general location of street amenities proposed on or adjacent to the portion of the Property that is the subject of the development plan, and future development plans shall also show the proposed locations of street amenities.

XIX. STREET SECTIONS

Streets must be provided in accordance with the proposed street sections shown on ***Exhibit L***; however, this PD shall not be construed to modify the City's standard minimum requirements for street construction and the dedication of public right-of-way.

XX. PEDESTRIAN AND STREET LIGHTING STANDARDS

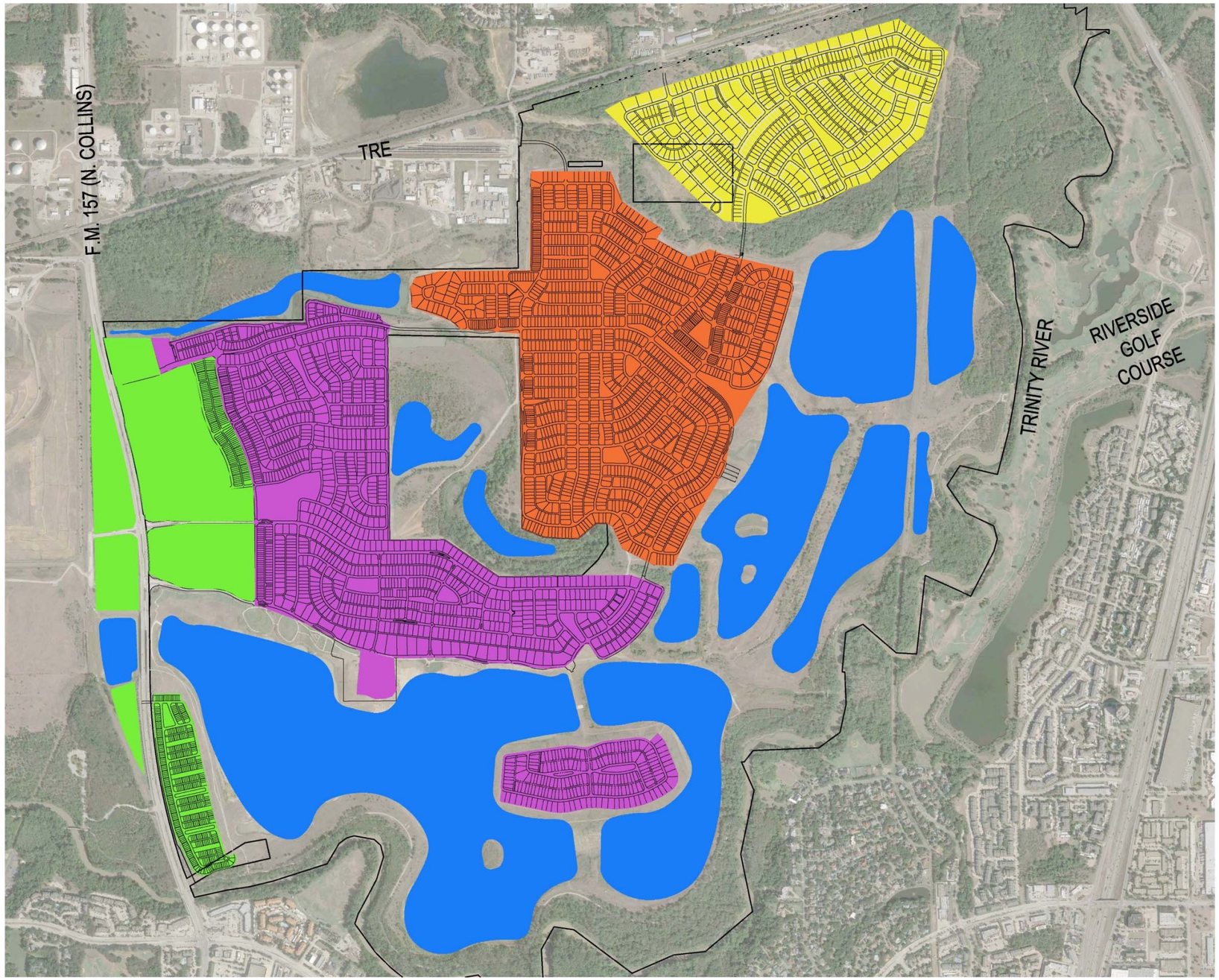
Street lighting and pedestrian lighting shall be provided in accordance with ***Exhibit M***.

XXI. EXHIBITS

The following exhibits are attached hereto and incorporated by reference for all purposes:

Exhibit "A"	Master Plan
Exhibit "B"	Permitted Uses
Exhibit "C"	Depiction of the Property
Exhibit "D"	Legal Description of the Property
Exhibit "E"	Intentionally Omitted *(Wireless tower locations)*
Exhibit "F"	Building Setback, Area, and Bulk Requirements for Residential
Exhibit "G"	Illustration of Anti-Monotony Rule
Exhibit "H"	Building Articulation
Exhibit "I"	Landscaping
Exhibit "J"	Tree Preservation Area
Exhibit "K"	Preliminary Park and Open Space Master Plan
Exhibit "L"	Street Section Table
Exhibit "M"	Pedestrian and Street Lighting Standards
Exhibit "N"	Intentionally Omitted *(Gas well Sites)*
Exhibit "O"	Intentionally Omitted
Exhibit "P"	Architectural Styles
Exhibit "Q"	Residential Planning Areas

EXHIBIT "A": MASTER PLAN



LEGEND

- TOWN CENTER (MIXED USE)
- PLANNING AREA 1
- PLANNING AREA 2
- PLANNING AREA 3

SCALE: 1" = 600'

Graham Associates,Inc.
CONSULTING ENGINEERS & PLANNERS

VIRIDIAN

EXHIBIT "B":

PERMITTED USES CHART

PERMITTED USES				
INSTITUTIONAL				
	RESIDENTIAL	**TOWN CENTER**	**CIVIC**	**OPEN SPACE**
Business School		P		
Religious Assembly	P	P	P	
College, University, or Seminary		P		
Community Center	P	P	P	
Day Care Center	P	P	P	
Government Administration and Civic Buildings	P	P	P	
Hospital		P		
Library	P	P	P	
Medical Clinic or Ambulatory Surgical Center		P		
Museum or Art Gallery		P	P	
Public or Private School	P	P	P	
OFFICE				
Offices		P	P	
RECREATION AND ENTERTAINMENT				
Country Club with Golf Course	P	P	SUP	P
Nightclub		P		
Park, Playground, or Golf Course	P	P	P	P
Private Club, Lodge, or Fraternal Organization	P	P	P	
Recreation and Entertainment, Indoor[5]	P	P	P	SUP

[5] Coin operated arcades operated in connection with an inside recreation use are permitted only as an accessory use.

RESIDENTIAL AND LODGING				
	RESIDENTIAL	**TOWN CENTER**	**CIVIC**	**OPEN SPACE**
Hotel, Boutique		C		
Community Home	P	P		
Duplex	P	P		
Extended Care Facility		P		
Hotel, Full Service[6]		P		
Multi-Family	SEE SECTION VI FOR MORE DETAILS			
Nursing Home		P		
Single Family (Attached and Detached)	P	P		
Assisted Living Facility		P		
RETAIL AND PERSONAL SERVICE USES				
Bar		P		
Antique Shop		P		
Car Wash		P		
Catering Service		P		
General Personal Services (Cleaning Laundry)		P		
General Personal Services (Copy Center)		P		
Custom and Craft Work		P		
Farmers Market		P		
Gasoline Sales		P		
General Retail Store, Other Than Listed		P		
Large Scale Retail		C		
Large Scale Retail, Town Center		P		
	RESIDENTIAL	**TOWN CENTER**	**CIVIC**	**OPEN SPACE**

[6] Full service hotels must comply with Section 3.2.3 of the Unified Development Code.

Nursery, Garden Shop, or Plant Sales		P		
Open Air Vending		P		
Personal Services		P		
Restaurant		P		
Veterinary Clinic		C		
TEMPORARY				
Temporary Asphalt or Concrete Batch Plant	C	C	C	C
Temporary Carnival, Circus, or Amusement Ride		P		
Temporary Construction Field Office	C	C	C	C
Temporary Construction Storage Yard	C	C	C	C
Temporary Outdoor Sales		P		
UTILITIES, COMMUNICATION, AND TRANSPORTATION				
Electric Generating Plant	P	P		
Electric Utility Substation	P	P		
Radio or TV Station Recording Studio		P		
Radio, Television, or Microwave Tower		P		
Utility Lines, Towers, or Metering Station	P	P	P	P
Wireless Telecommunication Facilities		C		C
WHOLESALE, DISTRIBUTION, AND STORAGE				
Distribution Center		S		
OTHER				
Gas Well Drilling and Production	SEE SECTION V.C FOR MORE DETAILS			

EXHIBIT "C": DEPICTION OF THE PROPERTY

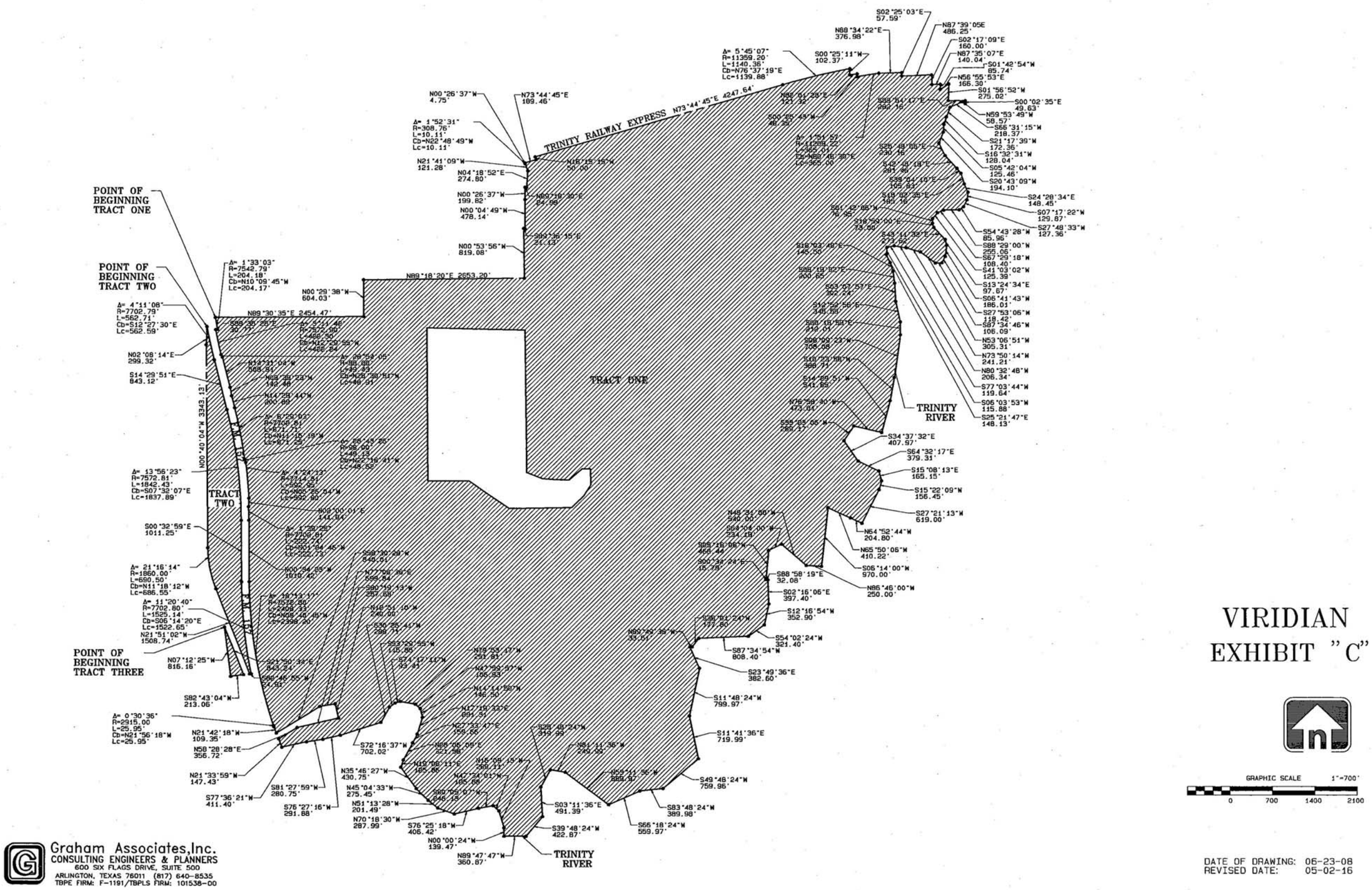


EXHIBIT "D":

LEGAL DESCRIPTION OF THE PROPERTY

05-02-16

TRACT 1:

Being a 2,147.12 acre tract of land situated in the William Jenkins Survey, Abstract No.856, Samuel Kephart Survey, Abstract No.891, Thomas D. Newton Survey, Abstract No. 1164, Jehu Condra Survey, Abstract No. 347, E. Jones Survey. Abstract No. 842, J.J. Goodfellow Survey, Abstract No. 1904, Norman Underwood Survey, Abstract No. 1582, Jefferson Estill Survey, Abstract No. 491, John Childress Survey, Abstract No. 249, Jonathan Brown Survey, Abstract No. 109, James & DC Swan Survey, Abstract No. 1995, Patrick G. Dalton Survey, Abstract No. 414, Madison Coleman Survey, Abstract No. 380 and the Thomas Dalton Survey, Abstract No. 402, Tarrant County, Texas, and being all of a tract of land, conveyed Viridian Holdings, LP., as recorded in Document No. D215157108, and a portion of a tract ofland conveyed to Viridian Holdings, LP., as recorded in Document No. D215157350, County Clerk Records, Tarrant County, Texas, and being more particularly described as follows:BEGINNING at a found 1/2 inch iron rod for corner, said point being the most northwesterly corner of said Tract 1, and being in the existing east right-of-way line of North Collins Street (FM 157) (having a variable width R.0.W.);

BEGINNING at a found 1/2 inch iron rod for corner, said point being the most northwesterly corner of said Tract 1, and being in the existing east right-of-way line of North Collins Street (FM 157) (having a variable width R.0.W.);

THENCE North 89°30'35" East, a distance of 2454.47 feet to a point for corner;

THENCE North 00°29'38" West, a distance of 604.03 feet to a point for corner;

THENCE North 89°18'20" East, a distance of 2653.20 feet to a point for corner;

THENCE North 00°53'56" West, a distance of 819.08 feet to a point for corner;

THENCE South 89°36'15" East, a distance of 21.13 feet to a point for corner;

THENCE North 00°04'49" West, a distance of 478.14 feet to a point for corner;

THENCE North 00°26'37" West, a distance of 199.82 feet to a point for corner;

THENCE North 89° 18'30" East, a distance of 24.99 feet to a point for corner;

THENCE North 04°18'52" East, a distance of 274.80 feet to a point for corner;

THENCE North 21°41'09" West, a distance of 121.28 feet to a point for corner, for the beginning of a non-tangent curve to the left having a radius of 308.76 feet and a central angle of 1°52'3 l" and a long chord which bears North 22°48'49" West, 10.11 feet;

THENCE along said non-tangent curve to the left an arc distance of 10.11 feet to a point for corner;

THENCE North 00°26'37 11 West, a distance of 4.75 feet to a point for corner;

THENCE North 73°44'4511 East, a distance of 189.46 feet to a point for corner;

THENCE North 16°15’1511 West, a distance of 50.00 feetto a point for corner;

THENCE North 73°44'45" East, a distance of 4247.64 feet to a point for corner, for the beginning of a tangent curve to the right having a radius of 11359.20 feet, a central angle of 5°45'07", and a long chord which bears North 76°37'19" East, 1139.88 feet;

THENCE along said tangent curve to the right, an arc distance of 1140.36 feet to a point for corner;

THENCE South 00°25' 11" West, a distance of 102.37 feet to a point for corner;

THENCE North 82°01'28" East, a distance of 121.32 feet to a point for corner;

THENCE South 00°25'43" West, a distance of 46.35 feet to a point for corner, for the beginning of a non-tangent curve to the right having a radius of 11209.22 feet and a central angle of 1°5 l'5711, and a long chord which bears North 80°48'30" East, 365.00 feet;

THENCE along said non-tangent curve to the right an arc distance of 365.01 feet to a point for corner;

THENCE North 88°34'2211 East, a distance of 376.98 feet to a point for corner;

THENCE South 02°25'03" East, a distance of 57.59 feet to a point for corner;

THENCE North 87°39'05" East, a distance of 486.25 feet to a point for corner;

THENCE South 02°17'09" East, a distance of 160.00 feet to a point for corner;

THENCE North 87°35'0711 East, a distance of 140.04 feet to a point for corner;

THENCE South 01°42'5411 West, a distance of 85.74 feet to a point for corner;

THENCE North 56°55'53" East, a distance of 166.30 feet to a point for corner;

THENCE South 01°56'52" West, a distance of 275.02 feet to a point for corner;

THENCE South 89°54'17" East, a distance of 282.16 feet to a point for corner;

THENCE South 00°02'3511 East, a distance of 49.63 feet to a point for corner;

THENCE North 59°53'49" West, a distance of 58.57 feet to a point for corner;

THENCE South 66°31'15" West, a distance of 218.37 feet to a point for corner;

THENCE South 21°17'39" West, a distance of 172.36 feet to a point for corner;

THENCE South 16°32'31" West, a distance of 128.04 feet to a point for corner;

THENCE South 05°42'0411 West, a distance of 125.46 feet to a point for corner;

THENCE South 20°43'09" West, a distance of 194.10 feet to a point for corner;

THENCE South 25°49'06" East, a distance of 230.16 feet to a point for corner;

THENCE South 42°48'19" East, a distance of 281.46 feet to a point for corner;

THENCE South 39°04'10" East, a distance of 105.83 feet to a point for corner;

THENCE South 18°02'3511 East, a distance of 185.16 feet to a point for corner;

THENCE South 24°28'3411 East, a distance of 148.45 feet to a point for corner;

THENCE South 07°17'2211 West, a distance of 129.87 feet to a point for corner;

THENCE South 27°48'3311 West, a distance of 127.36 feet to a point for corner;

THENCE South 54°43'2811 West, a distance of 85.96 feet to a point for corner;

THENCE South 88°29'0011 West, a distance of 255.06 feet to a point for corner;

THENCE South 67°29'1811 West, a distance of 108.40 feet to a point for corner;

THENCE South 41°03'02" West, a distance of 125.39 feet to a point for corner;

THENCE South 01°42'06" West, a distance of 76.95 feet to a point for corner;

THENCE South 18°59'00" East, a distance of 73.00 feet to a point for corner;

THENCE South 43°11'32" East, a distance of 273.62 feet to a point for corner;

THENCE South 13°24'3411 East, a distance of 97.67 feet to a point for corner;

THENCE South 06°41'43" West, a distance of 186.01 feet to a point for corner;

THENCE South 27°53'06" West, a distance of 118.42 feet to a point for corner;

THENCE South 87°34'46" West, a distance of 106.09 feet to a point for corner;

THENCE North 53°06'51" West, a distance of 305.31 feet to a point for corner;

THENCE North 73°50'14" West, a distance of 241.21 feet to a point for corner;

THENCE North 80°32'48" West, a distance of 206.34 feet to a point for corner;

THENCE South 77°03'44" West, a distance of 119.64 feet to a point for corner;

THENCE South 06°03'53" West, a distance of 115.88 feet to a point for corner;

THENCE South 25°21'47" East, a distance of 148.13 feet to a point for corner;

THENCE South 18°03'48" East, a distance of 145.50 feet to a point for corner;

THENCE South 08°19'02" East, a distance of 200.65 feet to a point for corner;

THENCE South 03°07'57" East, a distance of 302.24 feet to a point for corner;

THENCE South 12°52'56" East, a distance of 345.58 feet to a point for corner;

THENCE South 00°18'59" East, a distance of 212.01 feet to a point for corner;

THENCE South 08°09'23" West, a distance of 708.08 feet to a point for corner;

THENCE South 10°23'56" West, a distance of 388.71 feet to a point for corner;

THENCE South 14°29'51" West, a distance of 541.65 feet to a point for corner;

THENCE North 76°58'40" West, a distance of 473.01 feet to a point for corner;

THENCE South 33°23'06" West, a distance of 289.l 7 feet to a point for corner;

THENCE South 34°37'32" East, a distance of 407.97 feet to a point for corner;

THENCE South 64°32'17" East, a distance of 379.31 feet to a point for corner;

THENCE South 15°08'13" East, a distance of 165.15 feet to a point for corner;

THENCE South 15°22'09" West, a distance of 156.45 feet to a point for corner;

THENCE South 27°21' 13" West, a distance of 619.00 feet to a point for corner;

THENCE North 64°52'44" West, a distance of 204.80 feet to a point for corner;

THENCE North 65°50'06" West, a distance of 410.22 feet to a point for corner;

THENCE South 06°14'00" West, a distance of 970.00 feet to a point for corner;

THENCE North 86°46'00" West, a distance of 250.00 feet to a point for corner;

THENCE North 49°31'00" West, a distance of 540.00 feet to a point for corner;

THENCE South 64°04'00" West, a distance of 234.19 feet to a point for corner;

THENCE South 05°16'06" West, a distance of 468.44 feet to a point for corner;

THENCE South 00°34'24" East, a distance of 16.79 feet to a point for corner;

THENCE South 88°58'19" East, a distance of 32.08 feet to a point for corner;

THENCE South 02°16'06" East, a distance of 397.40 feet to a point for corner;

THENCE South 12°16'54" West, a distance of 352.90 feet to a point for corner;

THENCE South 54°02'24" West, a distance of 321.40 feet to a point for corner;

THENCE South 87°34'54" West, a distance of 808.40 feet to a point for corner;

THENCE South 38°01'24" West, a distance of 177.80 feet to a point for corner;

THENCE North 89°49'36" West, a distance of 33.51 feet to a point for corner;

THENCE South 23°49'36" East, a distance of 382.60 feet to a point for corner;

THENCE South 11°48'24" West, a distance of 799.97 feet to a point for corner;

THENCE South 11°41'36" East, a distance of 719.99 feet to a point for corner;

THENCE South 49°48'24" West, a distance of 759.96 feet to a point for corner;

THENCE South 83°48'24" West, a distance of 389.98 feet to a point for corner;

THENCE South 66°18'24" West, a distance of 559.97 feet to a point for corner;

THENCE North 53°11'36" West, a distance of 889.97 feet to a point for corner;

THENCE North 81 °11'36" West, a distance of 249.99 feet to a point for corner;

THENCE South 28°48124" West, a distance of 319.99 feet to a point for corner;

THENCE South 03°11136" East, a distance of 491.39 feet to a point for corner;

THENCE South 39°48124" West, a distance of 422.87 feet to a point for corner;

THENCE North 89°47'47" West, a distance of 360.87 feet to a point for corner;

THENCE North 00°00124" West, a distance of 139.47 feet to a point for corner;

THENCE North 16°091 13" West, a distance of 289.11 feet to a point for corner;

THENCE North 47°34101" West, a distance of 125.88 feet to a point for corner;

THENCE South 80°05107" West, a distance of 248.13 feet to a point for corner;

THENCE South 76°251 18" West, a distance of 406.42 feet to a point for corner;

THENCE North 70°18130" West, a distance of 287.99 feet to a point for corner;

THENCE North 51°13128" West, a distance of 201.49 feet to a point for corner;

THENCE North 45°04133" West, a distance of 275.45 feet to a point for corner;

THENCE North 35°46127" West, a distance of 430.75 feet to a point for corner;

THENCE North 19°06111" East, a distance of 125.86 feet to a point for corner;

THENCE North 28°06109" East, a distance of 321.56 feet to a point for corner;

THENCE North 27°33147" East, a distance of 159.66 feet to a point for corner;

THENCE North 17°19133" East, a distance of 291.31 feet to a point for corner;

THENCE North 14°14150" West, a distance of 146.50 feet to a point for corner;

THENCE North 47°59157" West, a distance of 106.93 feet to a point for corner;

THENCE North 79°53117" West, a distance of 251.81 feet to a point for corner;

THENCE South 74°17'11" West, a distance of 93.41 feet to a point for corner;

THENCE South 53°29155" West, a distance of 115.85 feet to a point for corner;

THENCE South 30°26141" West, a distance of 288.71 feet to a point for corner;

THENCE South 72°16'3711 West, a distance of 702.02 feet to a point for corner;

THENCE South 76°27'16 11 West, a distance of 291.88 feet to a point for corner;

THENCE South 81°27'5911 West, a distance of 280.75 feet to a point for corner;

THENCE South 77°36'2111 West, a distance of 411.40 feet to a point for corner;

THENCE North 21°33'5911 West, a distance of 147.43 feet to a point for corner;

THENCE North 58°28'2811 East, a distance of 356.72 feet to a point for corner;

THENCE North 77°06'3611 East, a distance of 699.84 feet to a point for corner;

THENCE North 12°51'1011 West, a distance of 240.00 feet to a point for corner;

THENCE South 80°19'1311 West, a distance of 257.68 feet to a point for corner;

THENCE South 58°30’2811 West, a distance of 840.01 feet to a point for corner;

THENCE North 21°42'1811 West, a distance of 109.35 feet to a point for corner, for the beginning of a tangent curve to the right having a radius of 2914.96 feet and a central angle of 0°30'3611 and a long chord which bears North 21°56'1811 West, 25.95 feet;

THENCE along said tangent curve to the right an arc distance of 25.95 feet to a point for corner, for the beginning of a compound curve to the right having a radius of 7572.80 feet and a central angle of 18°13'1711 and a long chord which bears North 09°40'4511 West, 2398.20 feet;

THENCE along said compound curve to the right an arc distance of 2408.33 feet to a point for corner;

THENCE North 00°34'2311 West, a distance of 1010.42 feet to a point for corner, for the beginning of a non-tangent curve to the left having a radius of 7702.81 feet and a central angle of 1°39'25" and a long chord which bears North 01°24'46" West, 222.73 feet;

THENCE along said non-tangent curve to the left an arc distance of 222.74 feet to a point for corner;

THENCE North 02°00'0111 East, a distance of 141.04 feet to a point for corner, for the beginning of a non-tangent curve to the left having a radius of 7714.81 feet and a central angle of 4°24'1311 and a long chord which bears North 05°26'04" West, 592.80 feet;

THENCE along said non-tangent curve to the left an arc distance of 592.95 feet to a point for corner, for the beginning of a reverse curve to the right having a radius of 98.00 feet, a central angle of 28°43'26", and a long chord which bears North 22°16'41" West, 48.62 feet;

THENCE along said reverse curve to the right, an arc distance of 49.13 feet to a point for corner, for the beginning of a reverse curve to the left having a radius of 7702.81 feet, a central angle of 6°29'03", and a long chord which bears North 11°15'19" West, 871.25 feet;

THENCE along said reverse curve to the left, an arc distance of 871.71 feet to a point for corner;

THENCE North 14°29'44" West, a distance of 200.89 feet to a point for corner;

THENCE North 09°39'23" West, a distance of 142.48 feet to a point for corner;

THENCE North 14°31'04" West, a distance of 508.91 feet to a point for corner, for the beginning of a tangent curve to the right having a radius of 98.00 feet and a central angle of 28°54'05" and a long chord which bears North 28°30'51" West, 48.91 feet;

THENCE along said tangent curve to the right an arc distance of 49.43 feet to a point for corner, for the beginning of a compound curve to the right having a radius of 7572.90 feet, a central angle of 3°11'42", and a long chord which bears North 12°29'55" West, 422.24 feet;

THENCE along said compound curve to the right, an arc distance of 422.30 feet to a point for corner;

THENCE South 89°35'25" East, a distance of 30.77 feet to a point for corner, for the beginning of a non-tangent curve to the right having a radius of 7542.79 feet and a central angle of 1°33'03", and a long chord which bears North 10°09'45" West, 204.17 feet;

THENCE along said non-tangent curve to the right an arc distance of 204.18 feet to the POINT OF BEGINNING and CONTAINING 93,528,751 square feet, 2,147.12 acres of land, more or less.

"Save & Except" from Tract 1 the following tract:

Being a 110.97 acre tract of land situated in the Samuel Kephart Survey, Abstract No. 891 and the Thomas D. Newton Survey, Abstract No. 1164, City of Arlington, Tarrant County, Texas, and being all of a called 110.97 acre tract of land, described as the "save and except" tract in a deed to Viridian Holdings, LP., as recorded in Document No. D215157108, County Clerk Records, Tarrant County, Texas. Said 110.97 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a found railroad spike for an inside ell corner of aforesaid 2,147.12 acre tract and being the southeast corner of a tract of land conveyed to Don G. and Rita J. Winn Trust, as recorded in Document No. D207016971, County Clerk Records, Tarrant County, Texas;

THENCE South 00°56'38" East, a distance of 855.96 feet to a found 3/4 inch iron rod, for the northeast corner of aforesaid 110.971 acre tract, being the POINT OF BEGINNING;

THENCE South 00°46'51" East, a distance of 2342.37 feet to a found 1 inch square tube for the inside ell corner of aforesaid 110.97 acre tract;

THENCE South 68°32'34" East, a distance of 282.28 feet to a found 1/2 inch iron rod for corner;

THENCE South 86°00'45" East, a distance of 185.98 feet to a found 1/2 inch iron rod for corner;

THENCE South 88°03'37" East, a distance of 241.41 feet to a found 3/4 inch iron rod for corner;

THENCE North 49°31 '08" East, a distance of 285.94 feet to a found 5/8 inch iron rod with a yellow cap stamped "Carter Burgess" for corner;

THENCE South 89°49'20" East, a distance of 136.26 feet to a found 1/2 inch iron rod for corner;

THENCE South 02°31 '12" East, a distance of 255.86 feet to a found 1/2 inch iron rod with a yellow cap stamped "Brittain & Crawford" for corner;

THENCE South 32°22'38" West, a distance of 222.96 feet to a found 1 inch iron rod for corner;

THENCE South 46°01 '29" West, a distance of 277.26 feet to a found 1/2 inch iron rod with a yellow cap stamped "Brittain & Crawford" for corner;

THENCE South 88°56'31" West, a distance of 744.44 feet to a found 1/2 inch iron rod with a yellow cap stamped "Brittain & Crawford" for corner;

THENCE South 89°27'53" West, a distance of 277.94 feet to a found 1/2 inch iron rod for corner;

THENCE North 55°45'57" West, a distance of 805.23 feet to a found 1/2 inch iron rod for corner;

THENCE South 89°34'03" West, a distance of 674.35 feet to a found 1/2 inch iron rod with a yellow cap stamped "Brittain & Crawford" for the southwest corner of aforesaid 110.97 acre tract;

THENCE North 00°32'29" West, along the west line of aforesaid 110.97 acre tract, a distance of 2520.73 feet to a found 2 inch iron pipe, for the northwest corner of said 110.97 acre tract;

THENCE South 88°46'50" East, along the north line of aforesaid 110.97 acre tract, a distance of 1618.96 feet to the POINT OF BEGINNING and CONTAINING 4,833,906 square feet or 110.97 acres of land, more or less.

TRACT 2:

Being a 45.251 acre tract of land situated in the Patrick G. Dalton Survey, Abstract No. 414, and the William Jenkins Survey, Abstract No. 856, City of Arlington, Tarrant County, Texas, and being a portion of tract of land, conveyed to Viridian Holdings, LP.,. as recorded in Document No. D215157350, County Clerk Records, Tarrant County, Texas. Said 45.251 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with a plastic cap stamped "Brittain & Crawford" found for the north corner of aforesaid 45.251 acre tract and being on the west right-of- way of F.M.. 157 (a variable width right-of-way) and on the east right-of-way of Old F.M.. 157 (a variable width right-of-way now closed) and being the beginning of a non- tangent curve to the left having a central angle of 04°11'08", a radius of 7702.79 feet, a chord bearing of South 12°27'30" East, and a chord length of 562.59 feet;

THENCE along the east line of aforesaid 45.251 acre tract and the common west right- of-way of F.M. 157 the following courses and distances:

Along said non-tangent curve to the left, an arc length of 562.71 feet, to a concrete right- of-way monument with an aluminum disc found for corner;

South 14°29'51" East, a distance of 843.12 feet to a concrete right-of-way monument with an aluminum disc found for corner, and being the beginning of a non-tangent curve to the right having a central angle of 13°56'23", a radius of 7572.81 feet, a chord bearing of South 07°32'07" East, and a chord length of 1837.89 feet;

Along said non-tangent curve to the right, an arc length of 1842.43 feet, to a concrete right-of-way monument with an aluminum disc found for corner;

South 00°32'59" East, a distance of 1011.25 feet to a concrete right-of-way monument with an aluminum disc found for corner and being the beginning of a non-tangent curve to the left having a central angle of 11°20'40", a radius of 7702.80 feet, a chord bearing of South 06°14' 20" East, and a chord length of 1522.65 feet;

Along said non-tangent curve to the left, an arc length of 1525.14 feet, to a 1/2 inch iron rod found for the southeast corner of aforesaid 45.251 acre tract;

THENCE South 82°46'55" West, along the south line of aforesaid 45.251 acre tract, a distance of 24.91 feet to a 1/2 inch iron rod found for the southwest corner of said 45.251 acre tract and being on the east right-of-way of aforesaid old F.M. 157;

THENCE along the west line of aforesaid 45.251 acre tract and the common east right- of-way of aforesaid old F.M. 157 the following courses and distances:

North 21°51'02" West, a distance of 1508.74 feet to a 1/2 inch iron rod with a plastic cap stamped "Brittain & Crawford" found for corner and being the beginning of a non- tangent curve to the right having a central angle of 21°16'14", a radius of 1860.00 feet, a chord bearing of North 11°18' 12" West, and a chord length of 686.55 feet;

Along said non-tangent curve to the right, an arc length of 690.50 feet, to a 1/2 inch iron rod with a plastic cap stamped "Brittain & Crawford" found for corner;

North 00°40'04" West, a distance of 3343.13 feet to a 1/2 inch iron rod with a plastic cap stamped "Brittain & Crawford" found for corner;

North 02°08'14" East, a distance of 299.32 feet to the POINT OF BEGINNING and CONTAINING 1,971,112 square feet or 45.251 acres ofland, more or less.

TRACT 3:

Being a 1.996 acre tract of land situated in the Patrick G. Dalton Survey, Abstract No. 414, City of Arlington, Tarrant County, Texas, and being a portion of tract of land, conveyed to Viridian Holdings, LP.,. as recorded in Document No. D215157350, County Clerk Records, Tarrant County, Texas. Said 1.996 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2 inch iron rod for corner, said point being the north corner of said Tract 3, and being in the west right-of-way line of Old FM 157 (a variable width R.O.W. now closed);

THENCE South 21° 50'34" East, along the northeast line of aforesaid 1.996 acre tract and the common southwest right-of-way of aforesaid Old F.M.157, a distance of 843.24 feet to a 1/2 inch iron rod with a plastic cap stamped "Brittain & Crawford" found for the southeast corner of said 1.996 acre tract;

THENCE South 82°43'04" West, along the south line of aforesaid 1.996 acre tract and the north line of a called 22.05 acre tract of land conveyed to the City of Arlington by deed recorded in Volume 15590, Page 18, Deed Records, Tarrant County, Texas, a distance of 213.06 feet to a 1/2 inch iron rod with a plastic cap stamped "Brittain & Crawford" found for the southwest corner of said 1.996 acre tract and the inside ell corner of said 22.05 acre tract;

THENCE North 07°12' 25" West, along the west line of aforesaid 1.996 acre tract and the common east line of aforesaid 22.05 acre tract, a distance of 816.16 feet to the POINT OF BEGINNING and CONTAINING 89,947 square feet or 1.996 acres of land, more or less.

EXHIBIT "F":BUILDING SETBACK, AREA, AND BULK REQUIREMENTS FOR RESIDENTIAL

Table 4: VIRIDIAN Planned Development Building Setback Areas for Residential (Revised 4.26.16)

	Residential Type	Examples of Residential Type	Minimum Lot Area (sf)	Minimum Lot Width	Minimum Lot Depth	Maximum Number of Stories	Garage Orientation	Density Range	Minimum Front Yard Setback	Min. Interior Side Yard Setback	Min. Corner Side Yard Setback	Minimum Rear Yard Setback	Maximum Lot Coverage (%)	Min. Dwelling Unit Size (sf)	Special Conditions
1	MF - 1	MF Type 1 (Mansion Homes)	8,000	80'	100'	3	Alley	16-24	5	5	15	5	80%	550	4-Plex and 6-Plex Units for Illustrative Purposes Only
2	SF-A	Single Family Attached (Tuck Under)	2,100	30'	70'	3	NA	30-35	16	0'	15	5	None	1100	
3	SF-A	Single Family Attached (Villa Homesites)	1,540	22'	70'	3	Alley	20-25	16	0'	15	5	80%	1100	Attached Garage Product
4	SF-A	Single Family Attached (Villa Homesites)	1,760	22'	80'	3	Alley	16-24	16	0'	15	5	80%	1100	Detached Garage Product
5	SF-A	Single Family Attached (Brownstones)	1,040	16'	65'	3	Alley	21-30	16	0'	15	5	80%	1200	3- Unit and 6-Units for Illustrative Purposes Only
6	SF-A	Single Family Attached (Brownstones Live/Work)	960	16'	60'	3	Alley	21-30	16	0'	15	5	80%	850	
7	SF-D	4 Group cluster	1,400	16'	60'	2	Cul de sac	15	16	5	15	5	80%	1000	
8	SF-D	6 Group Clusters	1,400	16'	60'	2	Cul de sac	15	16	5	15	5	80%	1000	
9	SF-D	Single Family Detached (Garden Homesites)	1,980	30'	66'	3	Alley	8-13	9	5	15	5	80%	1,200	*The side setback may be reduced anywhere from five feet (5') to zero feet (0') on any one side of a single family (detached) lot, and follow the Zero Lot Line standards described in Section VII.A.1.a(i).
10	SF-D	Single Family Detached (Paseo Homesites)	1,980	33	66'	3	Alley	8-13	9	5	15	5	80%	1,200	**8' Minimum for Detached Garage, 17.5' Minimum for Attached (Traditional) Garage Orientation.
11	SF-D	Single Family Detached (Paseo Homesites)	1,980	33	66'	3	Street	8-13	13	5	15	5	80%	1,200	***5,000 Minimum Square Foot and 50' Minimum Lot Width for Side Load or Front Loaded Garages. ****45 ft-The courtyard Homes when on a street set back 13 feet fthe Back of Curb.

12	SF-D	Single Family Detached (Cottage Homesites)	3,150	35'	90'	3	Alley	8-13	20	5	15	5	80%	1,250	The minimum dwelling unit area for multi-family dwelling units is 550 square feet; however, the minimum dwelling unit area must average a minimum of 800 square feet when considering all dwelling units within a multi-family building. ***(Per SECTION VI (pg. 14.c.))***
13	SF-D	Single Family Detached (Chalet Homesites)	4,000	40'	100'	3	Alley	7-9	20	5	15	5	80%	1,600	
14	SF-D	Single Family Detached (Courtyard Homesites)	4,500	45'	100'	3	Alley/Mews	7-9	3	5	15	5	80%	1,600	
15	SF-D	Single Family Detached (Courtyard Homesites)	4,500	45'	100'	3	Alley	7-9	13	5	15	5	80%	1,600	
16	SF-D	Single Family Detached (Executive Homesites)	5,000	50'	100'	2	Alley	9-10	20	5	15	5	80%	2,000	
17	SF-D	Single Family Detached (Classical Homesites)	5,500	55"	123	3	Alley or Side	5-9	20	5	15	5	75%	2,500	
18	SF-D	Single Family Detached (Manor Homesites)	6,500	65'	123	3	All	4-6	20	5	15	5	75%	3,000	
19	SF-D	Single Family Detached (Chateau Homesites)	7,000	75'	123	3	All	4-6	20	5	15	5	75%	3,000	
20	SF-D	Single Family Detached (Estate Homesites)	8,000	80'	130	3	Alley or Side	3-5	24	7.5	15	5	75%	3,500	

(Drawings illustrating each housing type in this Exhibit F are for illustrative purposes only, and homes are not required to be designed as illustrated.)

NOTES: FRONT AND CORNER SETBACKS ARE MEASURED FROM BACK OF THE CURB OR PROPERTY LINE

Exceptions to Minimum Setback:

Minimum side setback to detached garages or accessory building may be reduced to 3' when greater setback would be otherwise required. (Subject to additional requirements from the City fire codes)

Allowed Encroachments into Setbacks:

Porches (up to 7' into front setback and 3' into corner side yard setback but in no event into the PDUCE, private utility easement, or any public easement).
Porches (up to 7' into front setback; 45' product allowed, upon developer/town architec approval, to utilize setback encroachment for entire structure).
Box windows and Fireplaces that do not extend to the foundation (up to 2' into all setbacks).
Balconies, Awnings, Overhanging Eaves (up to 2' into all setbacks).
Bay windows and Fireplaces that extend to the foundation (up to 4' into front and corner side yard setbacks).
Stoops and Stairs (up to 5' into front and rear setbacks).
Suspended planter/flower boxes (up to 1.5' into all setbacks).
Foundation encroachments on all setbacks of 4"-6" are allowed for architectural details such as brick ledges
(ALL encroachments are subject to compliance with city fire and saftey ordinances)

Legend (Residential Type)

MF-1 = Multi-Family Type 1
SF-A = Single Family Attached
SF-D = Single Family Detached

SECTION VI: INAUGURAL VILLAGE PRODUCT TYPES

VIRIDIAN

TOWNHOMES: ALLEY ENTRY, ATTACHED GARAGE

Townhomes are attached housing types frequently used for transition between urban multi-family and single family lot areas. Each unit is located on a separate platted lot.

HOUSING TYPE ELEMENTS:

Lot Area: 1,540 SF min.
Lot Width: 22' min.
Lot Depth: 70' min.
Maximum Number of Stories: 3
Garage Orientation: Alley
Min./Max. Front Yard Setback: 20'
Minimum Interior Side Yard Setback: 0'
*Minimum Corner Side Yard Setback: 15' Back of curb
Minimum Rear Yard Setback: 5'
Minumum Dweling Unit Size: 1,100 SF

EXCEPTIONS TO MINIMUM SETBACK:

Minimum side setback to detached garages or accessory building may be reduced to 3' (with Town Architect approval) when greater setback would be otherwise required.

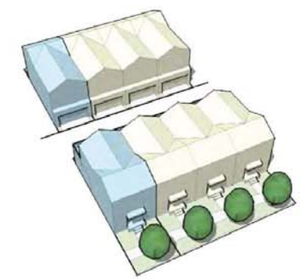
ALLOWED ENCROACHMENTS INTO SETBACK:

- Porches (up to 8' into front setback and corner side yard setback but in no event into the PDUCE)
- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 1.5' into all setbacks)
- Foundation encroachments of 4"- 6" are allowed for architectural details such as brick ledges

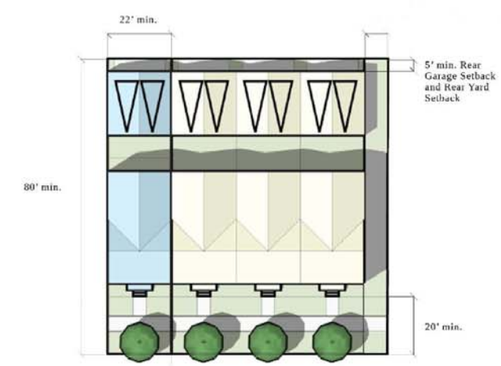
ARCHITECTURAL ELEMENTS:

- Columns at entries and porches shall have enhanced materials. Masonry or a combination of wood and masonry is acceptable.

**Subject to additional fire rating requirements of City of Arlington*



View and Plan: Townhome with Attached Garage



Illustrations may not accurately reflect all lot variations. Please see text for specific requirements

TOWNHOMES: ALLEY ENTRY, DETACHED GARAGE

VIRIDIAN

HOUSING TYPE ELEMENTS:

Lot Area: 1,760 SF min.
Lot Width: 22' min.
Lot Depth: 80' min.
Maximum Number of Stories: 3
Garage Orientation: Alley
Min./Max. Front Yard Setback: 20' Back of curb
Minimum Interior Side Yard Setback: 0'
Minimum Corner Side Yard Setback: 15' Back of curb
Minimum Rear Yard Setback: 5'
Minumum Dwelling Unit Size: 1,100 SF

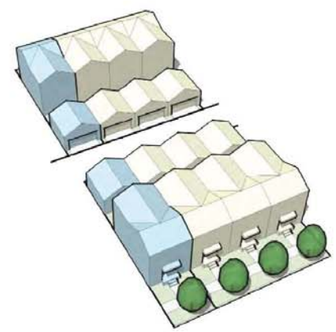
EXCEPTIONS TO MINIMUM SETBACK:

Minimum side setback to detached garages or accessory building may be reduced to 3' (with Town Architect approval) when greater setback would be otherwise required.

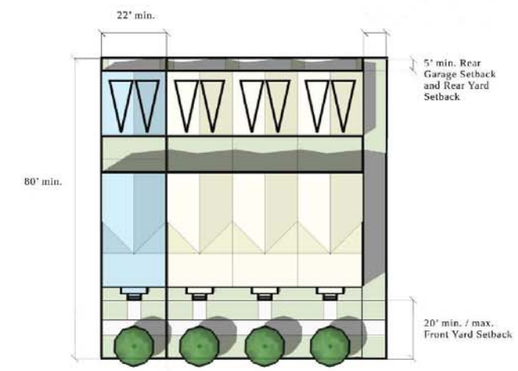
ALLOWED ENCROACHMENTS INTO SETBACK:

- Porches (up to 8' into front setback and corner side yard setback)
- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 1.5' into all setbacks)
- Foundation encroachments of 4"- 6" are allowed for architectural details such as brick ledges

**Subject to fadditional fire rating requirements of City of Arlington*



View and Plan: Townhome with Detached Garage



Illustrations may not accurately reflect all lot variations. Please see text for specific requirements

PASEO 33' HOME SITES: ALLEY ENTRY, ATTACHED GARAGE, DETACHED HOME

VIRIDIAN

HOUSING TYPE ELEMENTS:

Lot Area: 1,980 SF min.
Lot Width: 33' min.
Lot Depth: 66'
Maximum Number of Stories: 3
Garage Orientation: Alley
Min./Max. Front Yard Setback: 9' Back of curb
Minimum Interior Side Yard Setback: 5'
Minimum Corner Side Yard Setback: 15' Back of curb
Minimum Rear Yard Setback: 5'
Minimum Dwelling Unit Size: 1,200 SF

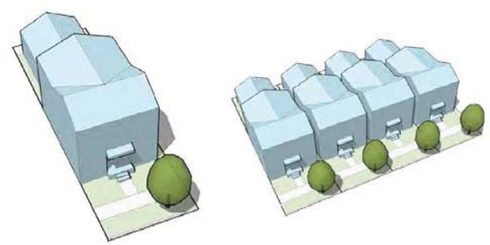
EXCEPTIONS TO MINIMUM SETBACK:

Minimum side setback to detached garages or accessory building may be reduced to 3' (with Town Architect approval) when greater setback would be otherwise required.

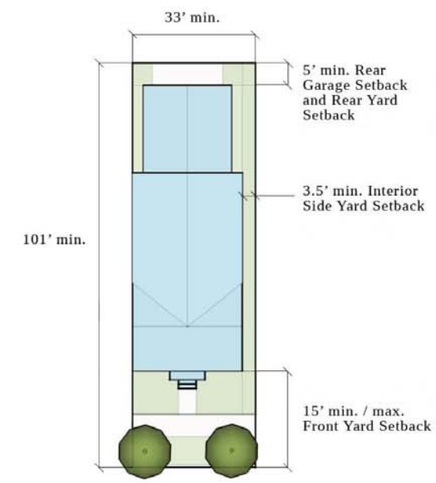
ALLOWED ENCROACHMENTS INTO SETBACK:

- Porches may not encroach front minimum front set back.
- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 1.5' into all setbacks)
- Foundation encroachments of 4"- 6" are allowed for architectural details such as brick ledges

**Subject to additonal fire rating requirements of City of Arlington*



View and Plan: Villa Home Site



Illustrations may not accurately reflect all lot variations. Please see text for specific requirements

4 GROUP CLUSTER HOMESITE: CUL-DE-SAC ENTRY

VIRIDIAN

HOUSING TYPE ELEMENTS:

Lot Area: 1,400 SF min.
Lot Width: 16' min.
Lot Depth: 60' min.
Maximum Number of Stories: 2
Garage Orientation: Alley; min. 2 spaces
Minimum Front Yard Setback: 16'
Minimum Interior Side Yard Setback: 5'
Minimum Corner Side Yard Setback: 15' Back of curb
Minimum Rear Yard Setback: 5'
Maximum Lot Coverage: 80%
Minimum Dweling Unit Size: 1,000 SF min.

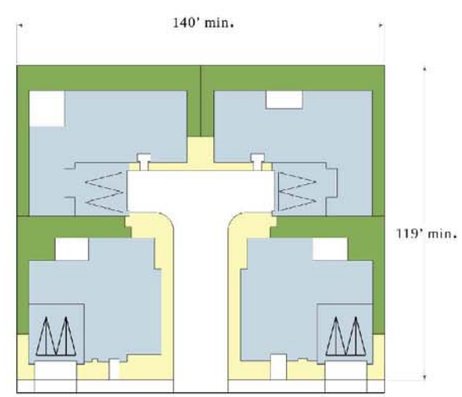
EXCEPTIONS TO MINIMUM SETBACK:

Minimum side setback to detached garages or accessory building may be reduced to 5' (with Town Architect approval) when greater setback would be otherwise required.

ALLOWED ENCROACHMENTS INTO SETBACK:

- Porches (up to 8' into front setback and corner side yard setback)
- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 1.5' into all setbacks)
- Foundation encroachments of 4"- 6" are allowed for architectural details such as brick ledges

**Subject to fire rating requirements of City of Arlington*



Plan: 4 Group Cluster

Illustrations may not accurately reflect all lot variations. Please see text for specific requirements

6 GROUP HOMESITE: 60' CUL-DE-SAC ENTRY,

VIRIDIAN

HOUSING TYPE ELEMENTS:

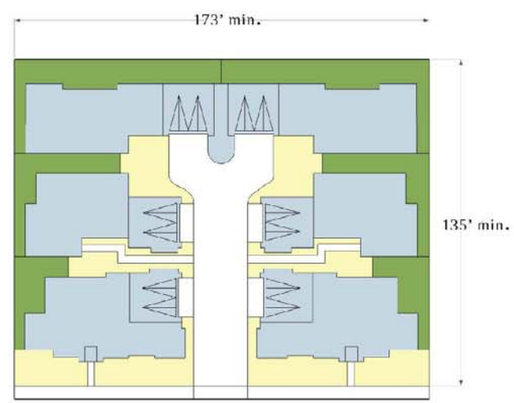
Lot Area: 1,400 SF min.
Lot Width: 16' min.
Lot Depth: 60' min.
Maximum Number of Stories: 2
Garage Orientation: Alley; min. 2 spaces
Minimum Front Yard Setback: 16'
Minimum Interior Side Yard Setback: 5'
Minimum Corner Side Yard Setback: 15' Back of curb
Minimum Rear Yard Setback: 5'
Maximum Lot Coverage: 80%
Minimum Dweling Unit Size: 1,000 SF min.

EXCEPTIONS TO MINIMUM SETBACK:

Minimum side setback to detached garages or accessory building may be reduced to 5' (with Town Architect approval) when greater setback would be otherwise required.

ALLOWED ENCROACHMENTS INTO SETBACK:

- Porches (up to 8' into front setback and corner side yard setback)
- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 1.5' innto all setbacks)
- Foundation encroachments of 4"- 6" are allowed for architectural details such as brick ledges



Plan: 6 Group Cluster

Subject to additional fire rating requirements of City of Arlington

Illustrations may not accurately reflect all lot variations. Please see text for specific requirements

GARDEN HOMESITES: ALLEY ENTRY

VIRIDIAN

The Green Court Home site is a block type in which alley-fed, small lot single-family lots are arranged around a common green. The cluster, with its depth of not more than 150', should have at least one public street along the green. A common walkway along the green serves all lots. This type has been proven to be a very popular option, especially for young couples, young families, and empty nesters. The shared green provides safety for younger children and a park-like atmosphere in which to play without crossing any streets, and the court-facing homes allow for easy supervision by parents or community members. The homes face a common green space, parking must be accessed from rear alleys.

HOUSING TYPE ELEMENTS:

Lot Area: 1,980 SF min.
Lot Width: 30' min.
Lot Depth: 66' min.
Maximum Number of Stories: 3
Garage Orientation: Alley; min. 2 spaces
Minimum Front Yard Setback: 9'
Minimum Interior Side Yard Setback: 3.5' except for Zero Lot Line Types where 7.5' min. side setback is required on one side and 0' on the other)
Minimum Corner Side Yard Setback: 15' Back of curb
Minimum Rear Yard Setback: 5'
Maximum Lot Coverage: 80%
Minimum Dweling Unit Size: 1,200 SF min.

**Rear setback may be reduced with additional off street parking*

EXCEPTIONS TO MINIMUM SETBACK:

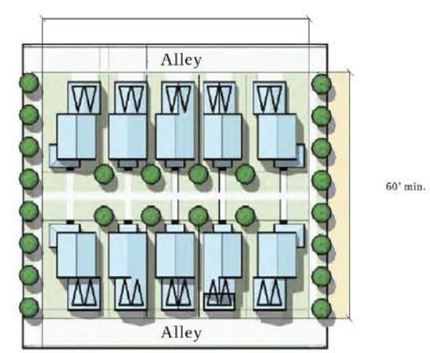
Minimum side setback to detached garages or accessory building may be reduced to 5' (with Town Architect approval) when greater setback would be otherwise required.

ALLOWED ENCROACHMENTS INTO SETBACK:

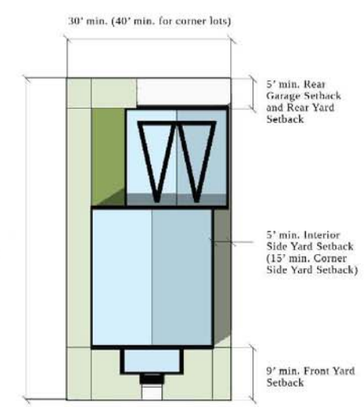
- Porches (up to 8' into front setback and corner side yard setback)
- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 24" into all setbacks)
- Foundation encroachments of 4"- 6" are allowed for architectural details such as brick ledges

**Subject to fire rating requirements of City of Arlington*

View and Plan: Green Court Homes



Illustrations may not accurately reflect all lot variations. Please see text for specific requirements



Plan: Individual Green Court Homes

ZERO CENTER PLOTTED HOME SITES: 40' ALLEY ENTRY, NO STREET

VIRIDIAN

HOUSING TYPE ELEMENTS:

Lot Area:2,400 SF min.
Lot Width:40' min.
Lot Depth: 100' min.
Maximum Number of Stories: 3
Garage Orientation: Alley; min. 2 spaces
Minimum Front Yard Setback: 20'
Minimum Interior Side Yard Setback: 5' min. side setback is required on one side and 3.5' on the other
Minimum Corner Side Yard Setback: 15'
Minimum Rear Yard Setback: 5'
Maximum Lot Coverage: 80%

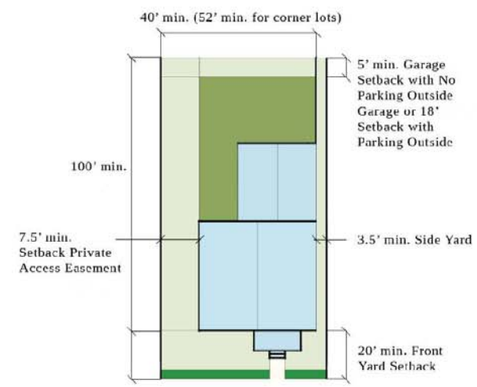
EXCEPTIONS TO MINIMUM SETBACK:

Minimum side setback to detached garages or accessory building may be reduced to 5' (with Town Architect approval) when greater setback would be otherwise required.

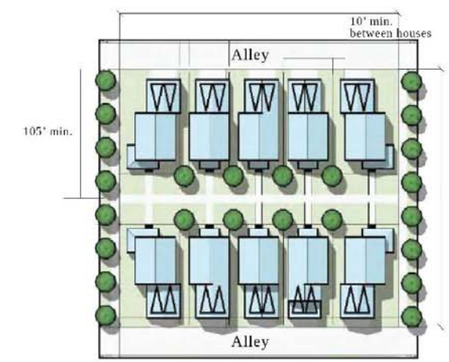
ALLOWED ENCROACHMENTS INTO SETBACK:

- Porches (up to 8' into front setback and corner side yard setback)
- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 1.5' into all setbacks)
- Foundation encroachments of 4"- 6" are allowed for architectural details such as brick ledges

**Subject to additional fire rating requirements of City of Arlington*



Plan: Individual Zero Lot Line Home



View and Plan: Zero Lot Line Homes

Illustrations may not accurately reflect all lot variations. Please see text for specific requirements

ZERO CENTER PLOTTED HOME SITES: 45' ALLEY ENTRY, NO STREET

VIRIDIAN

HOUSING TYPE ELEMENTS:

Lot Area: 4,500 SF min.
Lot Width: 45' min.
Lot Depth: 100' min.
Maximum Number of Stories: 3
Garage Orientation: Alley; min. 2 spaces
Minimum Front Yard Setback: 13'
Minimum Interior Side Yard Setback: 5' min. side setback
Minimum Corner Side Yard Setback: 15' Back of curb
Minimum Rear Yard Setback: 5'
Maximum Lot Coverage: 80%

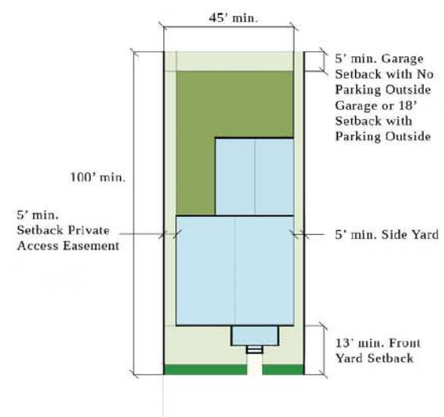
EXCEPTIONS TO MINIMUM SETBACK:

Minimum side setback to detached garages or accessory building may be reduced to 5' (with Town Architect approval) when greater setback would be otherwise required.

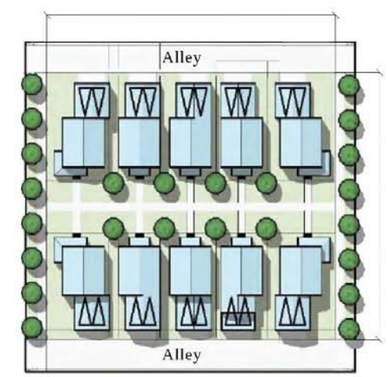
ALLOWED ENCROACHMENTS INTO SETBACK:

- Porches (up to 8' into front setback and corner side yard setback but in no event into the PDUCE.)
- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 1.5' into all setbacks)
- Foundation encroachments of 4"- 6" are allowed for architectural details such as brick ledges

**Subject to additional fire rating requirements of City of Arlington*



Plan: Individual Zero Lot Line Home



View and Plan: Zero Lot Line Homes

Illustrations may not accurately reflect all lot variations. Please see text for specific requirements

ZERO LOT LINE HOME SITES: 45' ALLEY ENTRY, ATTACHED GARAGE

VIRIDIAN

HOUSING TYPE ELEMENTS:

Lot Area: 4,500 SF min.
Lot Width: 45' min.
Lot Depth: 100' min.
Maximum Number of Stories: 2
Garage Orientation: Alley; min. 2 spaces
Minimum Front Yard Setback: 13'
Minimum Interior Side Yard Setback: 5'
Minimum Corner Side Yard Setback: 15' Back of curb
Minimum Rear Yard Setback: 5'
Maximum Lot Coverage: 80%

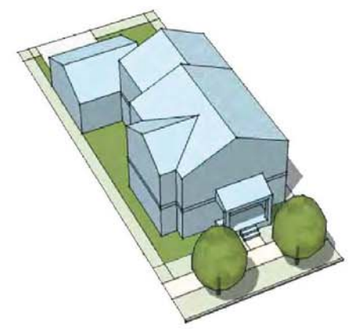
EXCEPTIONS TO MINIMUM SETBACK:

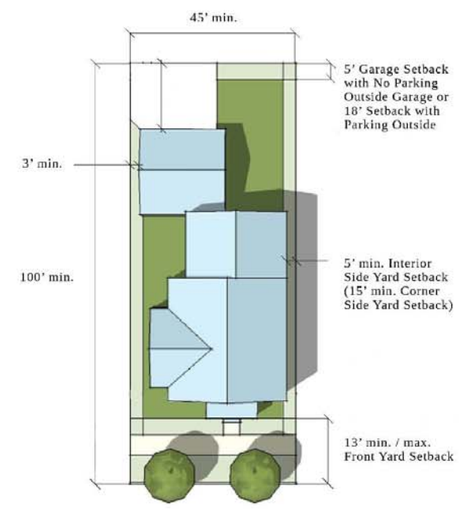
Minimum side setback to detached garages or accessory building may be reduced to 3' (with Town Architect's approval) when greater setback would otherwise be required.

ALLOWED ENCROACHMENTS INTO SETBACK:

- Porches may not enchroach into front setback and corner side yard setback)
- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 1.5' into all setbacks)
- Foundation encroachments of 4"- 6" are allowed for architectural details such as brick ledges
- Any additional encroachments require prior developer approval

**Subject to additional fire rating requirements of City of Arlington*





Illustrations may not accurately reflect all lot variations. Please see text for specific requirements

COTTAGE HOMES: 35' HOME SITES ALLEY ENTRY, ATTACHED GARAGE

VIRIDIAN

The Cottage Homes appeal to individuals and families who desire single-family units with limited yard maintenance.

HOUSING TYPE ELEMENTS:

Lot Area: 3,150 SF min.
Lot Width: 35' min.
Lot Depth: 90' min.
Maximum Number of Stories: 3
Garage Orientation: Alley; min. 2 spaces
Minimum Front Yard Setback: 20'
Minimum Interior Side Yard Setback: 5'
Minimum Corner Side Yard Setback: 15' Back of curb
Minimum Rear Yard Setback: 5'
Minimum Dwelling Unit Size; 1,250 SF min.
Maximum Lot Coverage: 80%

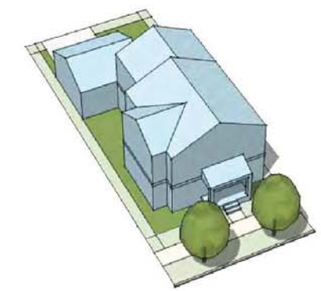
EXCEPTIONS TO MINIMUM SETBACK:

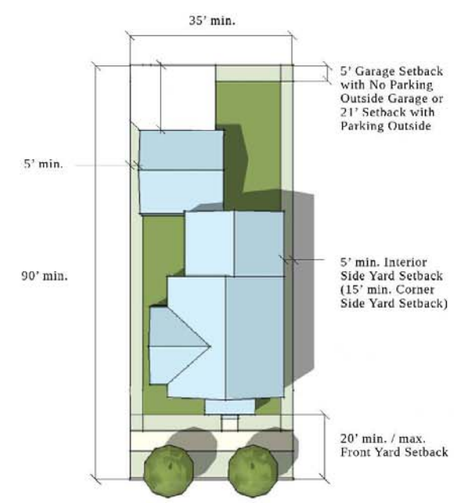
Minimum side setback to detached garages or accessory building may be reduced to 3' (with Town Architect approval) when greater setback would otherwise be required.

ALLOWED ENCROACHMENTS INTO SETBACK:

- Porches (up to 8' into front setback and corner side yard setback)
- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 1.5' into all setbacks
- Foundation encroachments of 4"- 6" are allowed for architectural details such as brick ledges.

**Subject to additional fire rating requirements of City of Arlington*





Illustrations may not accurately reflect all lot variations. Please see text for specific requirements

CHALET 40' HOME SITES: ALLEY ENTRY, ATTACHED GARAGE

VIRIDIAN

HOUSING TYPE ELEMENTS:

Lot Area: 4,000 SF min.
Lot Width: 40' min.
Lot Depth: 100' min.
Maximum Number of Stories: 3
Garage Orientation: Side drive; min. 2 spaces
Minimum Front Yard Setback: 20'
Minimum Interior Side Yard Setback: 5' (except for Zero Lot Line Types where 10' min. side setback is required on one side and 0' on the other)
Minimum Corner Side Yard Setback: 15'
Minimum Front Garage Setback for Side-Drive Lots: 18'
Minimum Rear Yard Setback: 5'
Maximum Lot Coverage: 80%

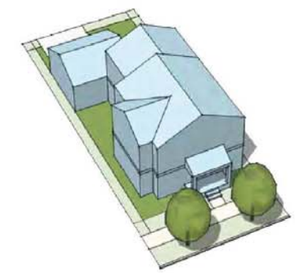
EXCEPTIONS TO MINIMUM SETBACK:

Minimum side setback to detached garages or accessory building may be reduced to 3' (with Town Architect approval) when greater setback would be otherwise required.

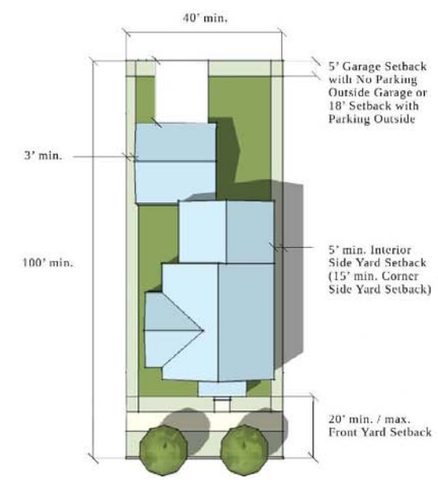
ALLOWED ENCROACHMENTS INTO SETBACK:

- Porches (up to 8' into front setback and corner side yard setback but in no event into the PDUCE)
- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 1.5' into all setbacks
- Foundation encroachments of 4"- 6" are allowed for architectural details such as brick ledges.

**Subject to additional fire rating requirements of City of Arlington*



View and Plan: Alley Drive Chalet Home with Attached Garage



Illustrations may not accurately reflect all lot variations. Please see text for specific requirements

CHALET 40' HOME SITES: ALLEY ENTRY, DETACHED GARAGE

VIRIDIAN

HOUSING TYPE ELEMENTS:

Lot Area: 4,000 SF min.
Lot Width: 40' min.
Lot Depth: 100' min.
Maximum Number of Stories: 3
Garage Orientation: Side drive; min. 2 spaces
Minimum Front Yard Setback: 20'
Minimum Interior Side Yard Setback: 5' (except for Zero Lot Line Types where 10' min. side setback is required on one side and 0' on the other)
Minimum Corner Side Yard Setback: 15'
Minimum Rear Yard Setback: 5'
Maximum Lot Coverage: 80%

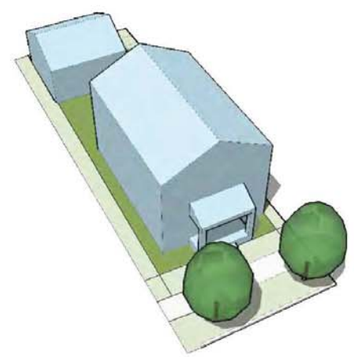
EXCEPTIONS TO MINIMUM SETBACK:

Minimum side setback to detached garages or accessory building maybe reduced to 3' (with Town Architect approval) when greater setback would be otherwise required.

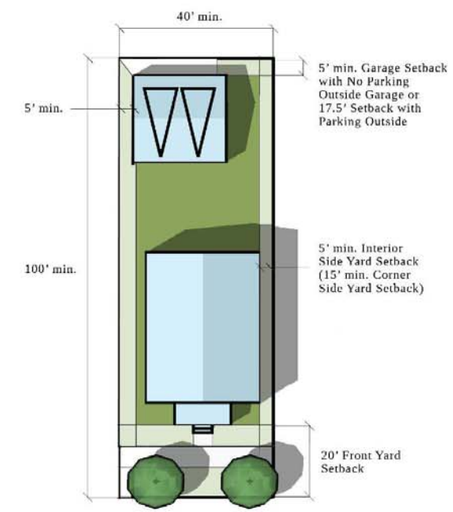
ALLOWED ENCROACHMENTS INTO SETBACK:

- Porches (up to 8' into front setback and corner side yard setback)
- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 1.5' into all setbacks)
- Foundation encroachments of 4"- 6" are allowed for architectural details such as brick ledges

**Subject to additional fire rating requirements of City of Arlington*



View and Plan: Alley Drive Chalet Home with Detached Garage



Illustrations may not accurately reflect all lot variations. Please see text for specific requirements

EXECUTIVE 50' HOME SITES: ALLEY ENTRY, ATTACHED GARAGE

VIRIDIAN

Executive Homes are the most commonly used traditional lot types. These offer a moderately sized back yard.

HOUSING TYPE ELEMENTS:

Lot Area: 5,000 SF min.
Lot Width: 50' min.
Lot Depth: 100' min.
Maximum Number of Stories: 2
Garage Orientation: Alley; min. 2 spaces
Minimum Front Yard Setback: 20'
Minimum Interior Side Yard Setback: 5' (except for Zero Lot Line Types where 10' min. side setback is required on one side and 0' on the other)
Minimum Corner Side Yard Setback: 15' Back of curb
Minimum Rear Yard Setback: 5'
Maximum Lot Coverage: 80%

EXCEPTIONS TO MINIMUM SETBACK:

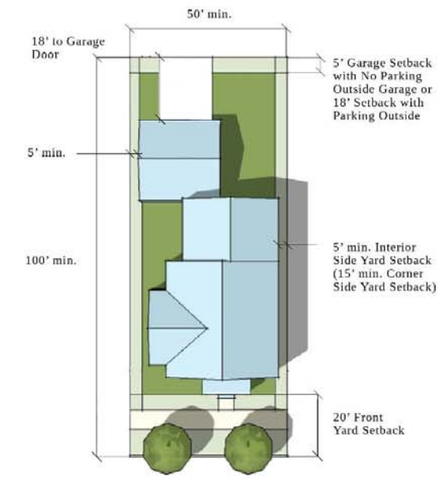
Minimum side setback to detached garages or accessory building may be reduced to 5' (with Town Architect's approval) when greater setback would otherwise be required.

ALLOWED ENCROACHMENTS INTO SETBACK:

- Porches (up to 8' into front setback and corner side yard setback)
- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 1.5' into all setbacks
- Foundation encroachments of 4"- 6" are allowed for architectural details such as brick ledges.

**Subject to additional fire rating requirements of City of Arlington*

View and Plan: Alley Loaded Executive Home with Attached Garage



Illustrations may not accurately reflect all lot variations. Please see text for specific requirements

EXECUTIVE 50' HOME SITES: ALLEY ENTRY, DETACHED GARAGE

VIRIDIAN

HOUSING TYPE ELEMENTS:

Lot Area: 5,000 SF min.
Lot Width: 50' min.
Lot Depth: 100' min.
Maximum Number of Stories: 2
Garage Orientation: Alley; min. 2 spaces
Minimum Front Yard Setback: 20' Back of curb
Minimum Interior Side Yard Setback: 5' (except for Zero Lot Line Types where 10' min. side setback is required on one side and 0' on the other)
Minimum Corner Side Yard Setback: 15'
Minimum Rear Yard Setback: 5'
Maximum Lot Coverage: 80%

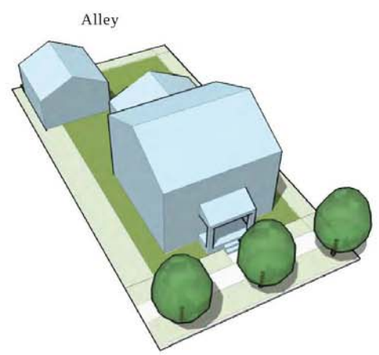
EXCEPTIONS TO MINIMUM SETBACK:

Minimum side setback to detached garages or accessory building may be reduced to 5' (with Town Architect approval) when greater setback would otherwise be required.

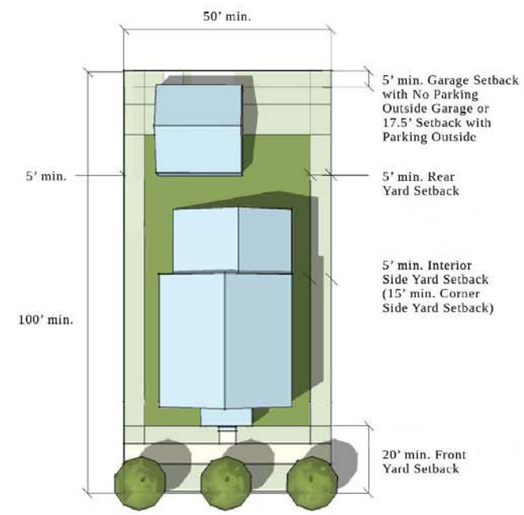
ALLOWED ENCROACHMENTS INTO SETBACK:

- Porches (up to 8' into front setback and corner side yard setback)
- Fireplaces and catilever box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 1.5' into all setbacks)
- Foundation encroachments of 4"- 6" are allowed for architectural details such as brick ledges

**Subject to additional fire rating requirements of City of Arlington*



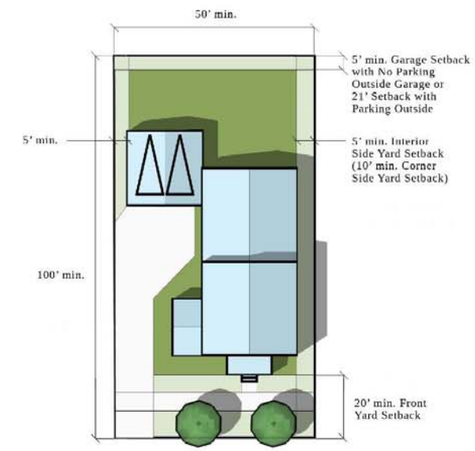
View and Plan: Alley Loaded Executive Home with Detached Garage



Illustrations may not accurately reflect all lot variations. Please see text for specific requirements

EXECUTIVE 50' HOME SITES: FRONT ENTRY, SIDE DRIVE

VIRIDIAN



HOUSING TYPE ELEMENTS:

Lot Area: 5,000 SF min.
Lot Width: 50' min.
Lot Depth: 100' min.
Maximum Number of Stories: 2
Garage Orientation: Side drive; min. 2 spaces
Minimum Front Yard Setback: 20' Back of curb
Minimum Interior Side Yard Setback: 5'
Minimum Corner Side Yard Setback: 15' Back of curb
Minimum Front Garage Setback for Side-Drive Lots: 18'
Minimum Rear Yard Setback: 5'
Maximum Lot Coverage: 80%

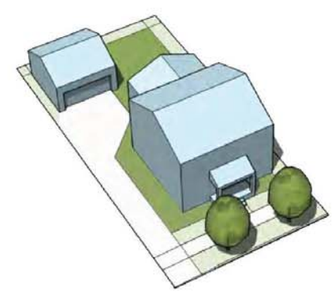
EXCEPTIONS TO MINIMUM SETBACK:

Minimum side setback to detached garages or accessory building may be reduced to 5' (with Town Architect approval) when greater setback would be otherwise required.

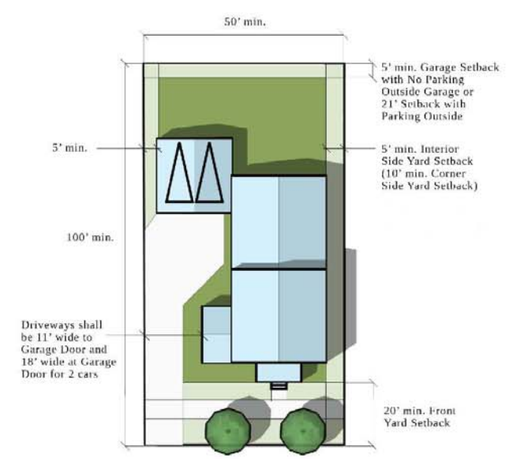
ALLOWED ENCROACHMENTS INTO SETBACK:

- Porches (up to 8' into front setback and corner side yard setback)
- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 1.5' into all setbacks)
- Foundation encroachments of 4"- 6" are allowed for architectural details such as brick ledges

**Subject to additional fire rating requirements of City of Arlington*



View and Plan: Side Drive Executive Home with Detached Garage



EXECUTIVE 50' HOME SITES: FRONT ENTRY, FRONT DRIVE

VIRIDIAN

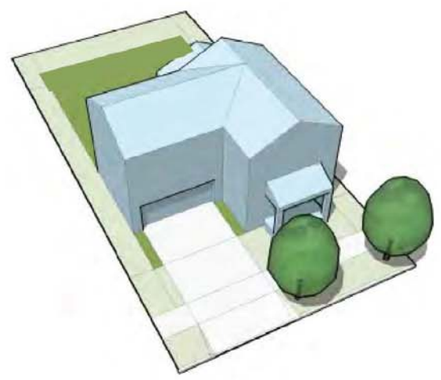
HOUSING TYPE ELEMENTS:

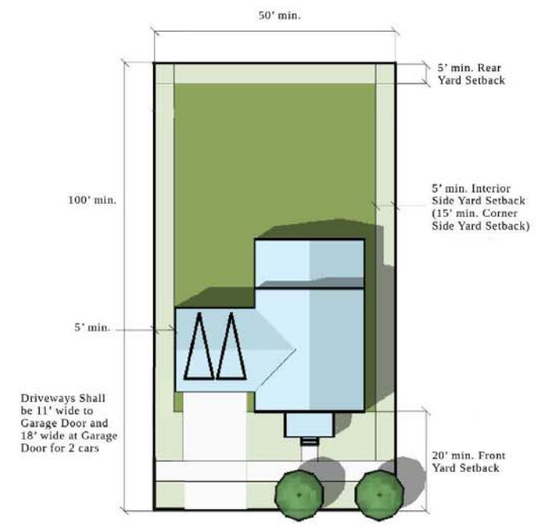
Lot Area: 5,000 SF
Lot Width: 50' min.
Lot Depth: 100' min.
Maximum Number of Stories: 2
Garage Orientation: Alley; min. 2 spaces; 3 allowed
Minimum Front Yard Setback: 20' Back of curb
Interior Side Yard Setback: 5'
Minimum Corner Side Yard Setback: 15' Back of curb
Minimum Rear Yard Setback: 5'
Maximum Lot Coverage: 80%

ALLOWED ENCROACHMENTS INTO SETBACK:

- Porches (up to 8' into front setback and corner side yard setback)
- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 1.5' into all setbacks)
- Foundation encroachments of 4"- 6" are allowed for architectural details such as brick ledges

**Subject to additional fire rating requirements of City of Arlington*





Illustrations may not accurately reflect all lot variations. Please see text for specific requirements

CLASSICAL 55' HOME SITES: CENTER PLOTTED, FRONT ENTRY

VIRIDIAN

HOUSING TYPE ELEMENTS:

Lot Area: 5,500 SF min.
Lot Width: 55' min.
Lot Depth: 123' min.
Maximum Number of Stories: 3
Garage Orientation: Side drive; Front Drive, min. 2 spaces
Garage Doors: Individual garage doors required.
Minimum Front Yard Setback: 20'
Minimum Interior Side Yard Setback: 10' min. side setback is required on one side and 0' on the other
Minimum Corner Side Yard Setback: 15' Back of curb
Minimum Rear Yard Setback: 5'
Maximum Lot Coverage: 75%

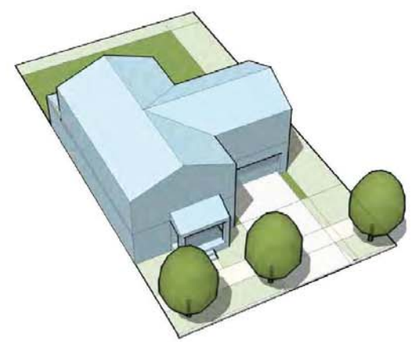
EXCEPTIONS TO MINIMUM SETBACK:

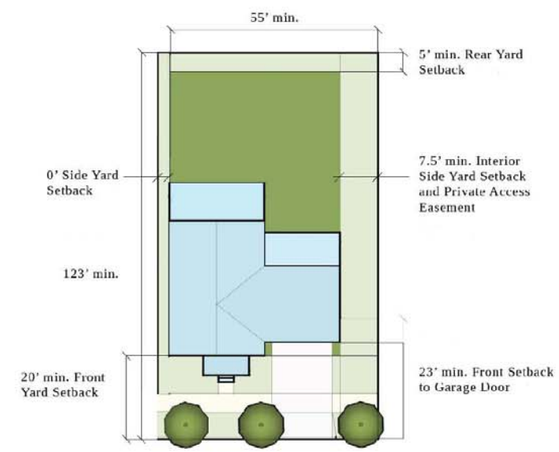
Minimum side setback to detached garages or accessory building may be reduced to 5' (with Town Architect approval) when greater setback would be otherwise required.

ALLOWED ENCROACHMENTS INTO SETBACK:

- Porches (up to 8' into front setback and corner side yard setback)
- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 1.5' into all setbacks)
- Foundation encroachments of 4"- 6" are allowed for architectural details such as brick ledges

**Subject to additional fire rating requirements of City of Arlington*





Illustrations may not accurately reflect all lot variations. Please see text for specific requirements

CLASSICAL 55' HOME SITES: FRONT ENTRY, FRONT DRIVE

VIRIDIAN

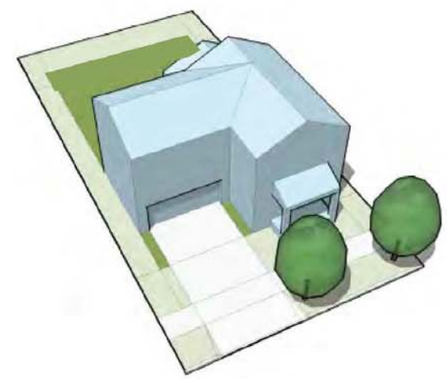
HOUSING TYPE ELEMENTS:

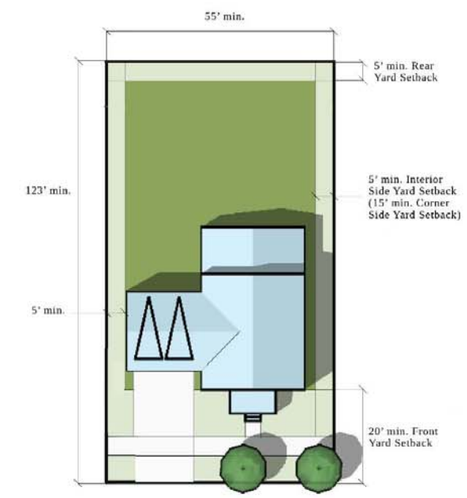
Lot Area: 5,500 SF min.
Lot Width: 55' min.
Lot Depth: 100' min.
Maximum Number of Stories: 3
Garage Orientation: Side drive; Front Drive, min. 2 spaces
Minimum Front Yard Setback: 20' Back of curb
Minimum Interior Side Yard Setback: 5'
Minimum Corner Side Yard Setback: 15' Back of curb
Minimum Rear Yard Setback: 5'
Maximum Lot Coverage: 75%

ALLOWED ENCROACHMENTS INTO SETBACK:

- Porches (up to 8' into front setback and corner side yard setback)
- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 1.5' into all setbacks)
- Foundation encroachments of 4"- 6" are allowed for architectural details such as brick ledges

**Subject to additional fire rating requirements of City of Arlington*





Illustrations may not accurately reflect all lot variations. Please see text for specific requirements

MANOR 65' HOME SITES: ALLEY ENTRY, ATTACHED OR DETACHED GARAGE

VIRIDIAN

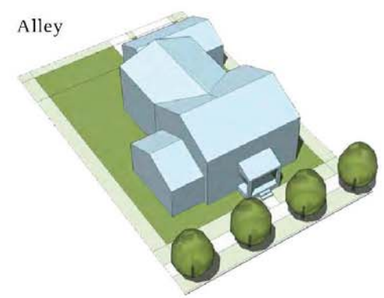
HOUSING TYPE ELEMENTS:

Lot Area: 6,500 SF min.
Lot Width: 65' min.
Lot Depth: 123' min.
Maximum Number of Stories: 2
Garage Orientation: Alley; min. 2 spaces; 3 allowed
Minimum Front Yard Setback: 20' back of curb
Interior Side Yard Setback: 5'
Minimum Corner Side Yard Setback: 15' back of curb
Minimum Rear Yard Setback: 5'
Maximum Lot Coverage: 75%

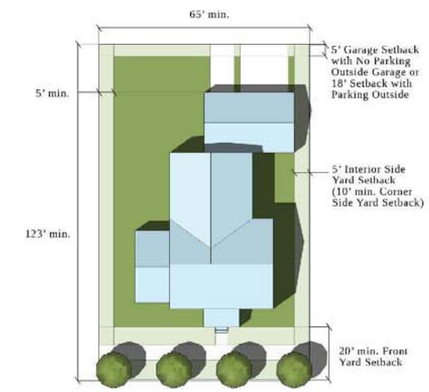
ALLOWED ENCROACHMENTS INTO SETBACK:

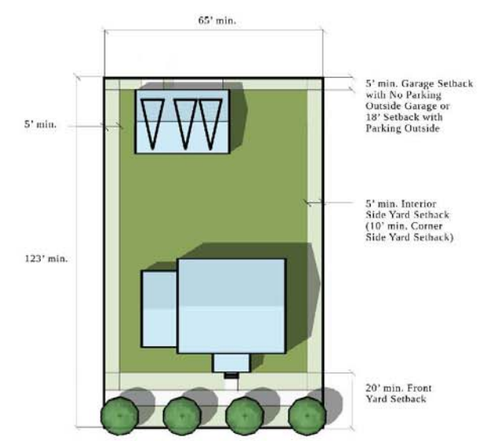
- Porches (up to 8' into front setback and corner side yard setback)
- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 1.5' into all setbacks)
- Foundation encroachments of 4"- 6" are allowed for architectural details such as brick ledges

**Subject to additional fire rating requirements of City of Arlington*



View and Plan: Alley Loaded Manor Home





Illustrations may not accurately reflect all lot variations. Please see text for specific requirements

MANOR 65' HOME SITES: FRONT ENTRY, SIDE ENTRY ATTACHED OR DETACHED GARAGE

VIRIDIAN

HOUSING TYPE ELEMENTS:

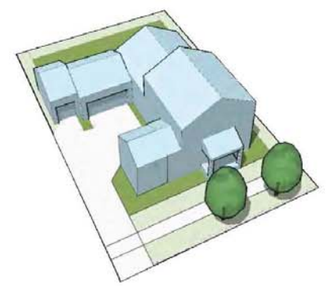
Lot Area: 6,500 SF min.
Lot Width: 65' min.
Lot Depth: 123' min.
Maximum Number of Stories: 3
Garage Orientation: Side drive; min. 2 spaces; 3 allowed
Minimum Front Yard Setback: 20' Back of curb
Minimum Interior Side Yard Setback: 5'
Minimum Corner Side Yard Setback: 15'
Minimum Rear Yard Setback: 5'
Maximum Lot Coverage: 75%

ALLOWED ENCROACHMENTS INTO SETBACK:

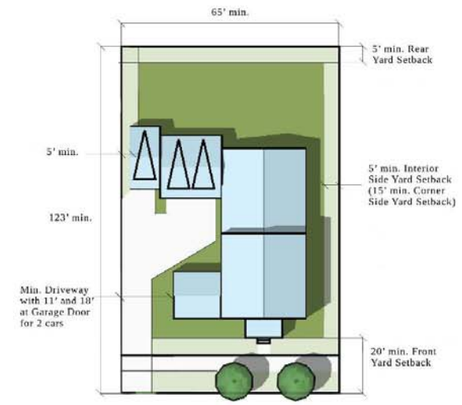
- Porches (up to 8' into front setback and corner side yard setback)
- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 1.5' into all setbacks)
- Foundation encroachments of 4"- 6" are allowed for architectural details such as brick ledges

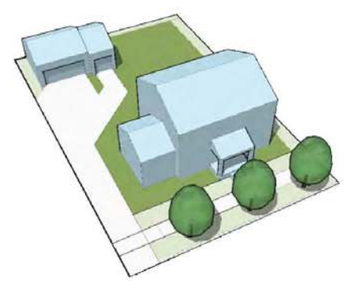
**Subject to additional fire rating requirements of City of Arlington*

All side drives must be located a minimum of 1' off of property line

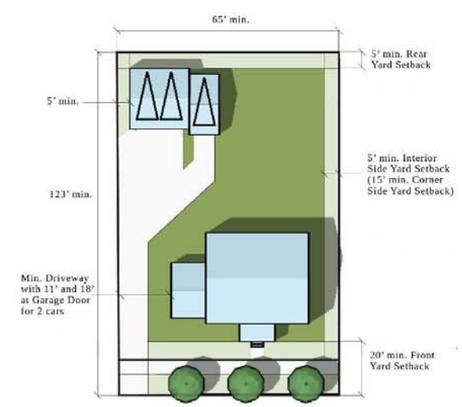


View and Plan: Side Drive Manor Homes with Attached Garage





View and Plan: Side Drive Manor Homes with Detached Garage



Illustrations may not accurately reflect all lot variations. Please see text for specific requirements

MANOR 65' HOME SITES: FRONT ENTRY, SIDE GARAGE

VIRIDIAN

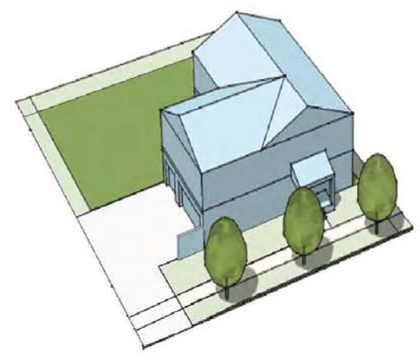
HOUSING TYPE ELEMENTS:

Lot Area: 6,500 SF min.
Lot Width: 65' min.
Lot Depth: 123' min.
Maximum Number of Stories: 3
Garage Orientation: Side loaded; min. 2 spaces; 3 allowed
Minimum Front Yard Setback: 20'
Minimum Interior Side Yard Setback: 5'
Minimum Corner Side Yard Setback: 15' back of curb
Minimum Front Garage Setback for Side-Entry Lots: 22'
Minimum Rear Yard Setback: 5'
Maximum Lot Coverage: 75%

ALLOWED ENCROACHMENTS INTO SETBACK:

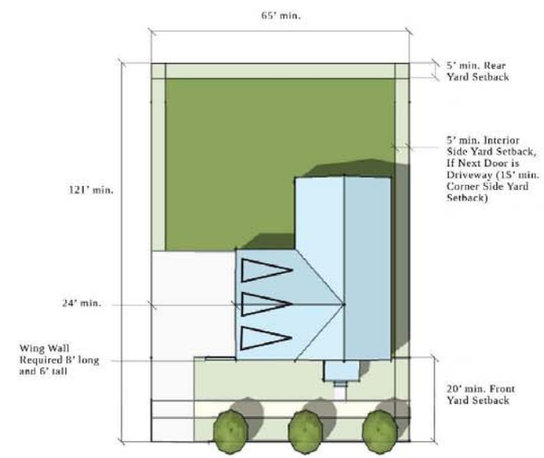
- Porches (up to 8' into front setback and corner side yard setback)
- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 24" into all setbacks)
- Foundation encroachments of 4"- 6" are allowed for architectural details such as brick ledges

**Subject to fire rating requirements of City of Arlington*



View and Plan: Side Loaded Manor Home

All side drives must be located a minimum of 1' off property line



Plan: Side Loaded Manor Home

Illustrations may not accurately reflect all lot variations. Please see text for specific requirements

MANOR 65' HOME SITES: FRONT ENTRY, ATTACHED OR DETACHED GARAGE

VIRIDIAN

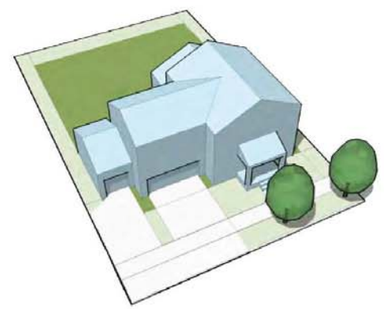
HOUSING TYPE ELEMENTS:

Lot Area: 6,500 SF min.
Lot Width: 65' min.
Lot Depth: 123' min.
Maximum Number of Stories: 3
Garage Orientation: Front loaded; min. 2 spaces; 3 allowed
Minimum Front Yard Setback: 20'
Minimum Interior Side Yard Setback: 5'
Minimum Corner Side Yard Setback: 15' back of curb
Minimum Front Garage Setback for Front Loaded Lots: 3' behind house with upgrades
Minimum Rear Yard Setback: 5'
Maximum Lot Coverage: 75%

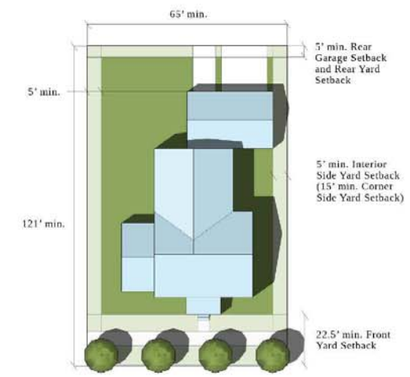
ALLOWED ENCROACHMENTS INTO SETBACK:

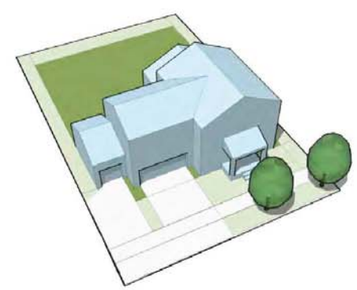
- Porches (up to 8' into front setback and corner side yard setback)
- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 24" into all setbacks)
- Foundation encroachments of 4"- 6" are allowed for architectural details such as brick ledges

**Subject to fire rating requirements of City of Arlington*



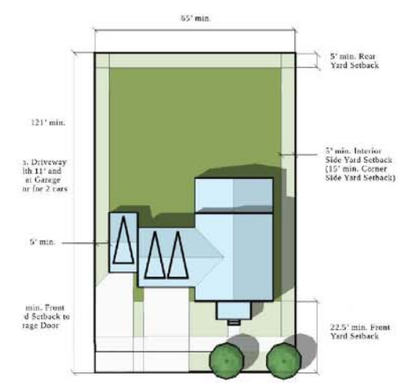
All side drives must be located a minimum of 1' off property line





View and Plan: Front Loaded Manor Home

Illustrations may not accurately reflect all lot variations. Please see text for specific requirements



CHATEAU 75' HOME SITES: ALLEY ENTRY, ATTACHED OR DETACHED GARAGE

VIRIDIAN

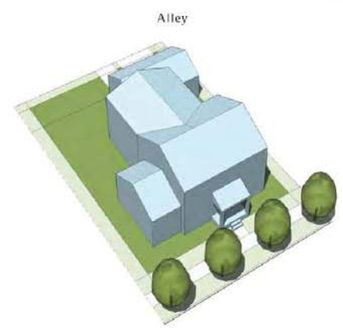
HOUSING TYPE ELEMENTS:

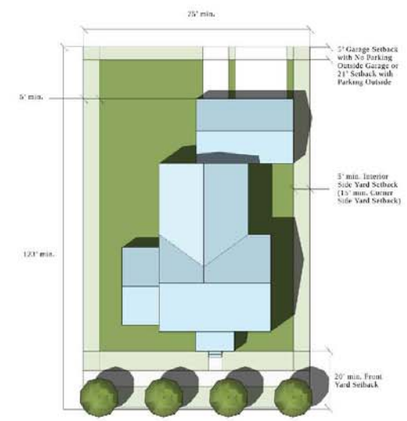
Lot Area: 7,000 SF min.
Lot Width: 75' min.
Lot Depth: 123' min.
Maximum Number of Stories: 3
Garage Orientation: Side loaded; min. 2 spaces; 3 allowed
Minimum Front Yard Setback: 20'
Minimum Interior Side Yard Setback: 5'
Minimum Corner Side Yard Setback: 15' back of curb
Minimum Rear Yard Setback: 5'
Maximum Lot Coverage: 75%

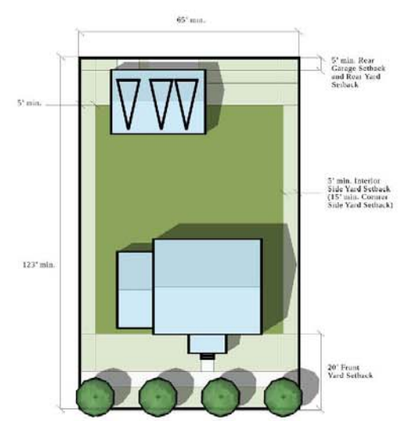
ALLOWED ENCROACHMENTS INTO SETBACK:

- Porches (up to 8' into front setback and corner side yard setback)
- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 1.5' into all setbacks)
- Foundation encroachments of 4"- 6" are allowed for architectural details such as brick ledges

**Subject to additional fire rating requirements of City of Arlington*







View and Plan: Alley Loaded Chateau Home

Illustrations may not accurately reflect all lot variations. Please see text for specific requirements

CHATEAU 75' HOME SITES: SIDE ENTRY, ATTACHED OR DETACHED GARAGE

VIRIDIAN

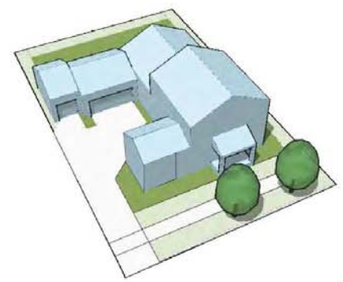
HOUSING TYPE ELEMENTS:

Lot Area: 7,000 SF min.
Lot Width: 75' min.
Lot Depth: 123' min.
Maximum Number of Stories: 3
Garage Orientation: Side drive; min. 2 spaces; 3 allowed
Minimum Front Yard Setback: 20'
Minimum Interior Side Yard Setback: 5'
Minimum Corner Side Yard Setback: 15'
Minimum Rear Yard Setback: 5'
Maximum Lot Coverage: 75%

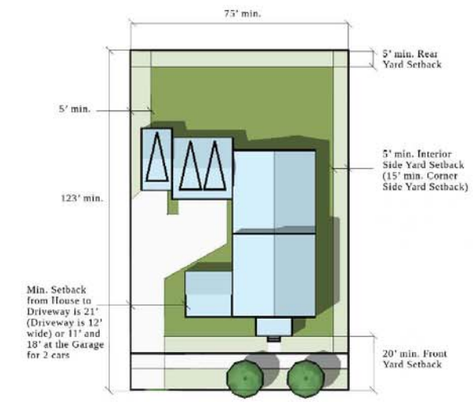
ALLOWED ENCROACHMENTS INTO SETBACK:

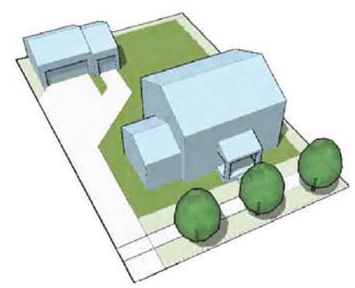
- Porches (up to 8' into front setback and corner side yard setback)
- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 1.5' into all setbacks)
- Foundation encroachments of 4"- 6" are allowed for architectural details such as brick ledges

**Subject to additional fire rating requirements of City of Arlington*

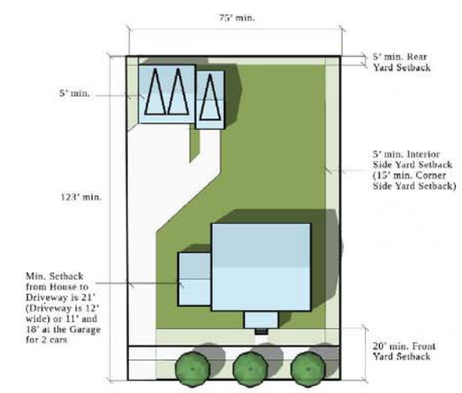


View and Plan: Side Drive Chateau Home with Attached Garage





View and Plan: Side Drive Chateau Home with Detached Garage



Illustrations may not accurately reflect all lot variations. Please see text for specific requirements

CHATEAU 75' HOME SITES: SIDE ENTRY, ATTACHED GARAGE

VIRIDIAN

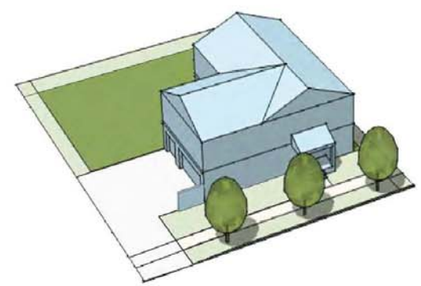
HOUSING TYPE ELEMENTS:

Lot Area: 7,000 SF min.
Lot Width: 75' min.
Lot Depth: 123' min.
Maximum Number of Stories: 3
Garage Orientation: Side loaded; min. 2 spaces; 3 allowed
Minimum Front Yard Setback: 20'
Minimum Interior Side Yard Setback: 5'
Minimum Corner Side Yard Setback: 15' back of curb
Minimum Front Garage Setback for Side-Entry Lots: 25'
Minimum Rear Yard Setback: 5'
Maximum Lot Coverage: 75%

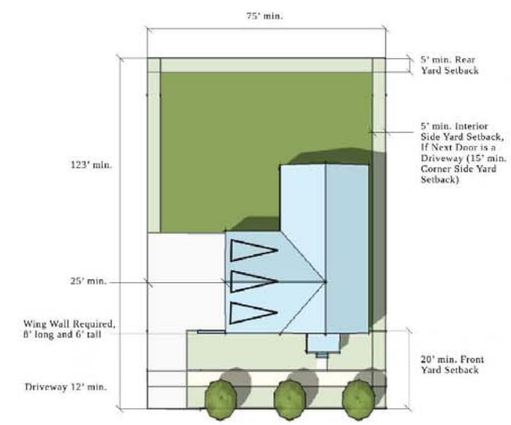
ALLOWED ENCROACHMENTS INTO SETBACK:

- Porches (up to 8' into front setback and corner side yard setback)
- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 1.5' into all setbacks)
- Foundation encroachments of 4"- 6" are allowed for architectural details such as brick ledges

**Subject to additonal fire rating requirements of City of Arlington*



View and Plan: Side Loaded Chateau Home



All side drives must be located a minimum of 1' off property line

Illustrations may not accurately reflect all lot variations. Please see text for specific requirements

CHATEAU 75' HOME SITES: FRONT ENTRY, ATTACHED GARAGE

VIRIDIAN

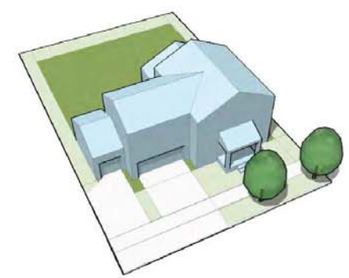
HOUSING TYPE ELEMENTS:

Lot Area: 7,000 SF min.
Lot Width: 75' min.
Lot Depth: 123' min.
Maximum Number of Stories: 3
Garage Orientation: Front loaded; min. 2 spaces; 3 allowed
Minimum Front Yard Setback: 20'
Minimum Interior Side Yard Setback: 5'
Minimum Corner Side Yard Setback: 15' back of curb
Minimum Front Garage Setback: 25'
Minimum Rear Yard Setback: 5'
Maximum Lot Coverage: 75%

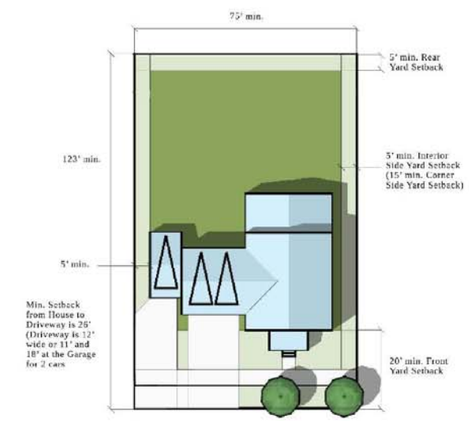
ALLOWED ENCROACHMENTS INTO SETBACK:

- Porches (up to 8' into front setback and corner side yard setback)
- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 1.5' into all setbacks)
- Foundation encroachments of 4"- 6" are allowed for architectural details such as brick ledges

**Subject to additional fire rating requirements of City of Arlington*



View and Plan: Front Loaded Chateau Home



All side drives must be located a minimum of 1' off property line

Illustrations may not accurately reflect all lot variations. Please see text for specific requirements

ESTATE & CUSTOM 80' HOME SITES: ALLEY ENTRY, ATTACHED OR DETACHED GARAGE

VIRIDIAN

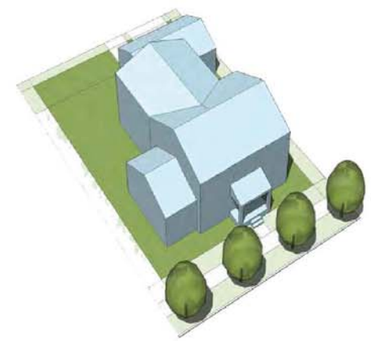
HOUSING TYPE ELEMENTS:

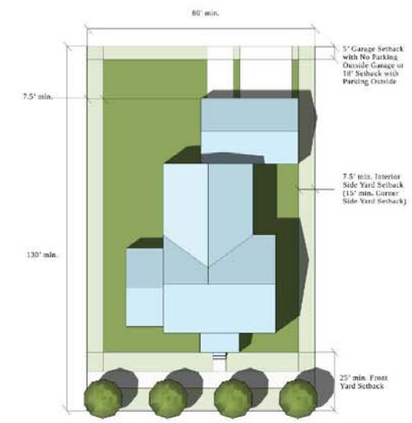
Lot Area: 8,000 SF
Lot Width: 80' min.
Lot Depth: 130' min.
Maximum Number of Stories: 3
Garage Orientation: Alley; min. 3 spaces
Minimum Front Yard Setback: 25' back of curb
Minimum Interior Side Yard Setback: 7.5'
Minimum Corner Side Yard Setback: 15'
Minimum Rear Yard Setback: 5'
Maximum Lot Coverage: 75%

ALLOWED ENCROACHMENTS INTO SETBACK:

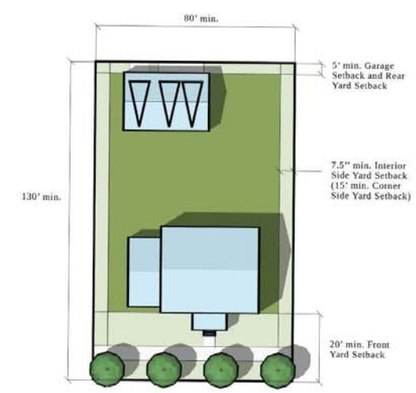
- Porches (up to 8' into front setback and corner side yard setback)
- Fireplaces and box windows (up to 3' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 3' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 1.5' into all setbacks)
- Foundation encroachments of 4"- 6" are allowed for architectural details such as brick ledges.
- Variance to side yard setback may be permitted with town architect approval
- Driveways only may be located within 1' of the property line

**Subject to additional fire rating requirements of City of Arlington*





View and Plan: Alley Loaded Estate Home



Illustrations may not accurately reflect all lot variations. Please see text for specific requirements

ESTATE & CUSTOM 80' HOME SITES: FRONT ENTRY, ATTACHED OR DETACHED GARAGE

VIRIDIAN

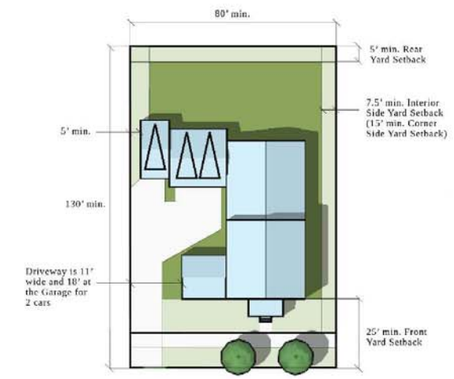
HOUSING TYPE ELEMENTS:

Lot Area: 8,000 SF
Lot Width: 80' min.
Lot Depth: 130' min.
Maximum Number of Stories: 3
Garage Orientation: Side drive; min. 3 spaces
Minimum Front Yard Setback: 25'
Maximum Interior Side Yard Setback: 7.5'
Minimum Corner Side Yard Setback: 15' back of curb
Minimum Front Garage Setback for Side-drive Lots: 40'
Minimum Rear Yard Setback: 5'
Maximum Lot Coverage: 75%
Minimum Dwelling Unit Size: 3,500 SF
Maximum Dwelling Unit Size: none

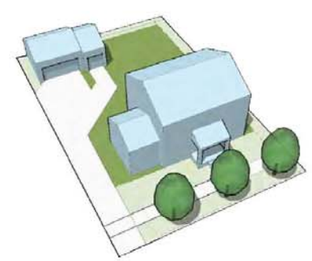
ALLOWED ENCROACHMENTS INTO SETBACK:

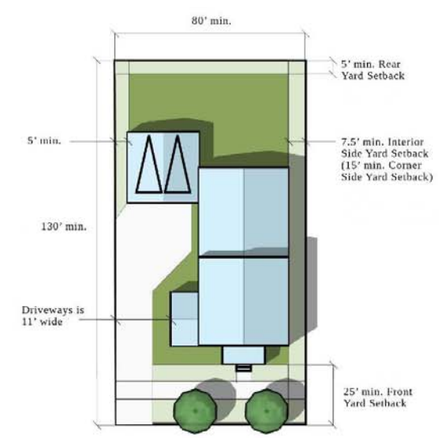
- Porches (up to 8' into front setback and corner side yard setback)
- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 24" into all setbacks)
- Foundation encroachments of 4"- 6" are allowed for architectural details such as brick ledges.
- Variance to side yard setback may be permitted with town architect approval
- Driveways only may be located within 1' of the property line

**Subject to fire rating requirements of City of Arlington*



View and Plan: Side Drive Estate Home with Attached Garagae





View and Plan: Side Drive Estate Home with Detached Garagae

ESTATE & CUSTOM 80' HOME SITES: SIDE ENTRY, ATTACHED GARAGE

VIRIDIAN

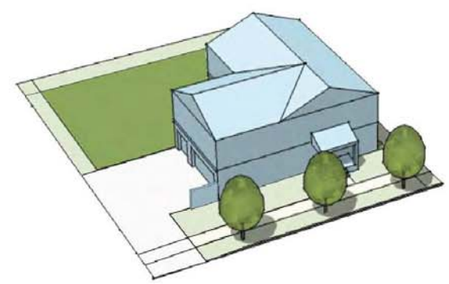
HOUSING TYPE ELEMENTS:

Lot Area: 8,000 SF
Lot Width: 80' min.
Lot Depth: 130' min.
Maximum Number of Stories: 3
Garage Orientation: Side loaded; min. 3 spaces
Minimum Front Yard Setback: 25'
Maximum Front Yard Setback: 25'
Minimum Interior Side Yard Setback: 7.5'
Minimum Corner Side Yard Setback: 15' back of curb
Minimum Front Garage Setback for Side-drive Lots: 23'; 40' for Porte Cochere Lots
Minimum Rear Yard Setback: 5'
Maximum Lot Coverage: 75%
Minimum Dwelling Unit Size: 3,500 SF
Maximum Dwelling Unit Size: none

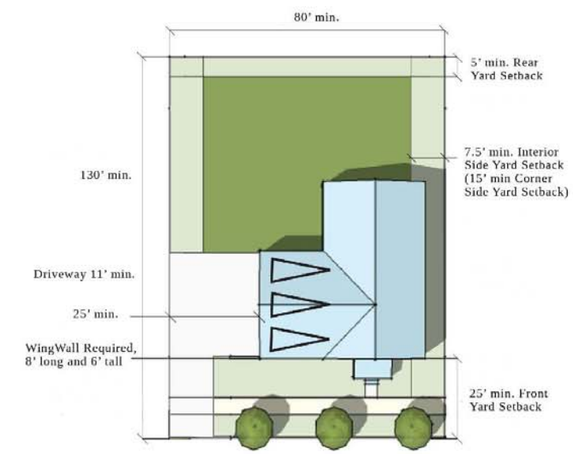
ALLOWED ENCROACHMENTS INTO SETBACK:

- Porches (up to 8' into front setback and corner side yard setback)
- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 24" into all setbacks)
- Foundation encroachments of 4"- 6"are allowed for architectural details such as brick ledges
- Variance to side yard setback may be permitted with town architect approval
- Driveways only may be located within 1' of the property line

**Subject to fire rating requirements of City of Arlington*



View and Plan: Side Loaded Estate Home



All side drives must be located a minimum of 1' off property line

Illustrations may not accurately reflect all lot variations. Please see text for specific requirements

EXHIBIT "G": ILLUSTRATION OF ANTI-MONOTONY RULE

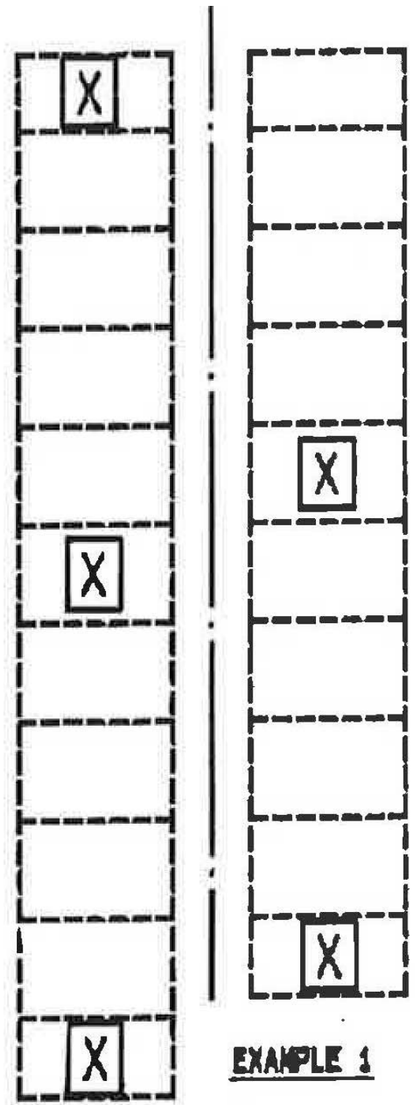


ILLUSTRATION OF
ANTI-MONOTONY RULE

VIRIDIAN

Graham Associates, Inc.
CONSULTING ENGINEERS & PLANNERS

02-22-08

EXHIBIT "H": BUILDING ARTICULATION

BUILDING
ARTICULATION
VIRIDIAN
JANUARY, 2006

Graham Associates, Inc.

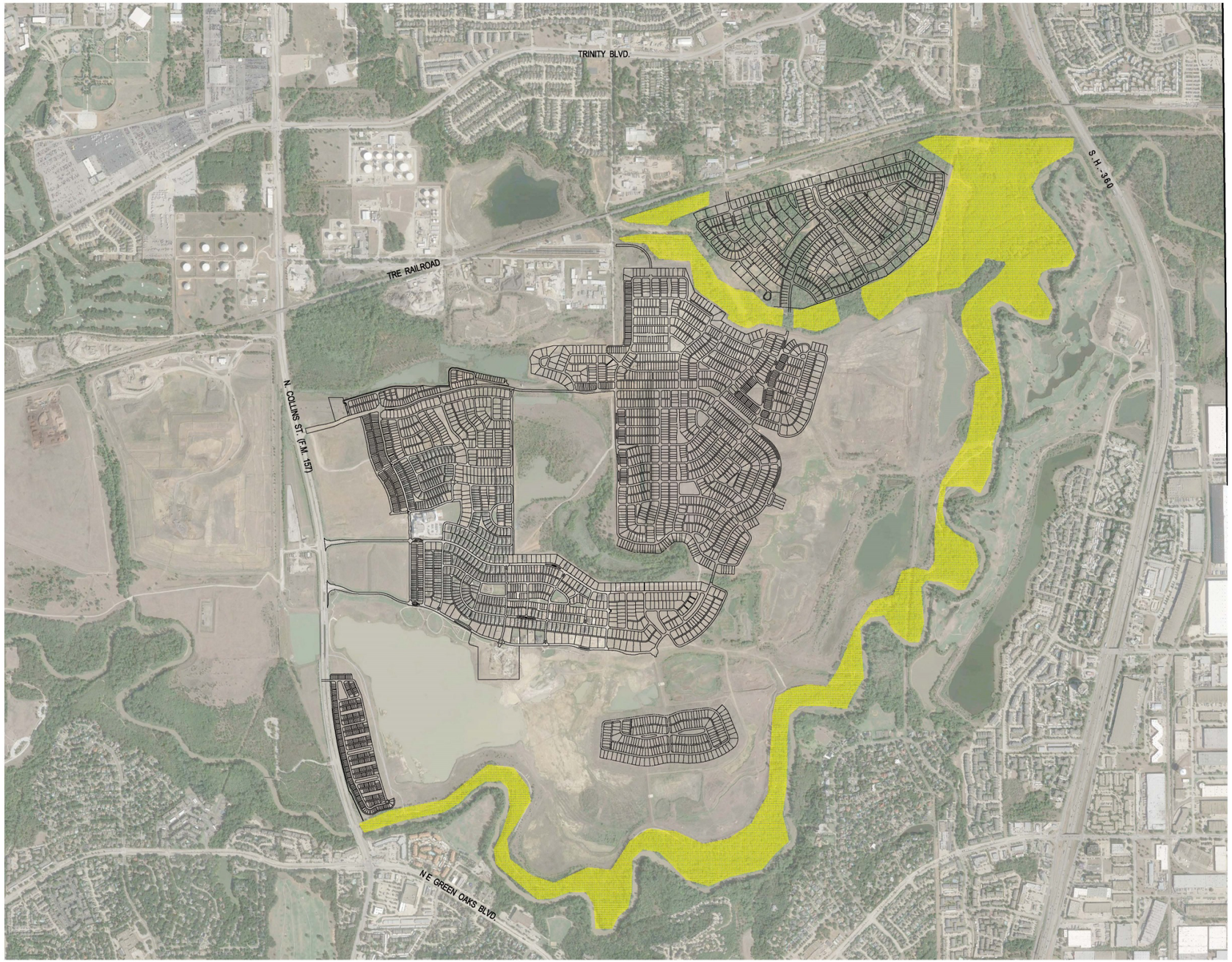
EXHIBIT "I": LANDSCAPING

Residential Landscaping Requirements

Residential Type	Estate Home Sites	Chateau Home Sites	Manor Home Sites	Executive and Chalet Home Sites	Paseo Home Sites	Garden Home Sites	Courtyard Home Sites	Brownstone and Villa Home Sites	Tuck Under Residential
Minimum Number and Size of Trees[7]	One 3-inch caliper tree per 30 feet of street frontage or fraction thereof	One 3-inch caliper tree per 30 feet of street frontage or fraction thereof	One 3-inch caliper tree per lot	One 3-inch caliper tree per lot	One 3-inch caliper tree per lot	One 3-inch caliper tree per lot	One 3-inch caliper tree per lot	One 4-inch caliper tree per 30 feet of street frontage or fraction thereof	One 4-inch caliper tree per 30 feet of street frontage or fraction thereof
15 Gallon Shrubs	5	5	3	2	1	1	1	1	1
7 Gallon Shrubs	8	5	5	3	3	3	3	3	3
5 Gallon Shrubs	20	15	12	10	10	10	10	10	10
1 Gallon Shrubs	30	20	15	10	10	10	10	10	10
Minimum Public Walkway Width[8]	5 feet	5 feet	5 feet	5 feet	5 feet	5 feet	5 feet	8 feet	8 feet
Minimum Private Walkway Width[9]	5 feet	5 feet	4 feet	4 feet	4 feet	4 feet	4 feet	4 feet	4 feet
Lawn	Fully sodded								
Irrigation	All landscaping other than trees shall be irrigated with automatic irrigation systems that include rain and freeze sensors								
Drip Irrigation	All trees must be irrigated using drip irrigation								

[7] Trees shall be planted in the parkway, and may be spaced 20 to 50 feet apart.
[8] Public walkways located on blockfaces that contain mixed use buildings shall be a minimum of ten feet in width.
[9] Intended to connect the residential structure to the public walkway along the street.

EXHIBIT "J": TREE PRESERVATION AREA



LEGEND

TREE PRESERVATION AREA

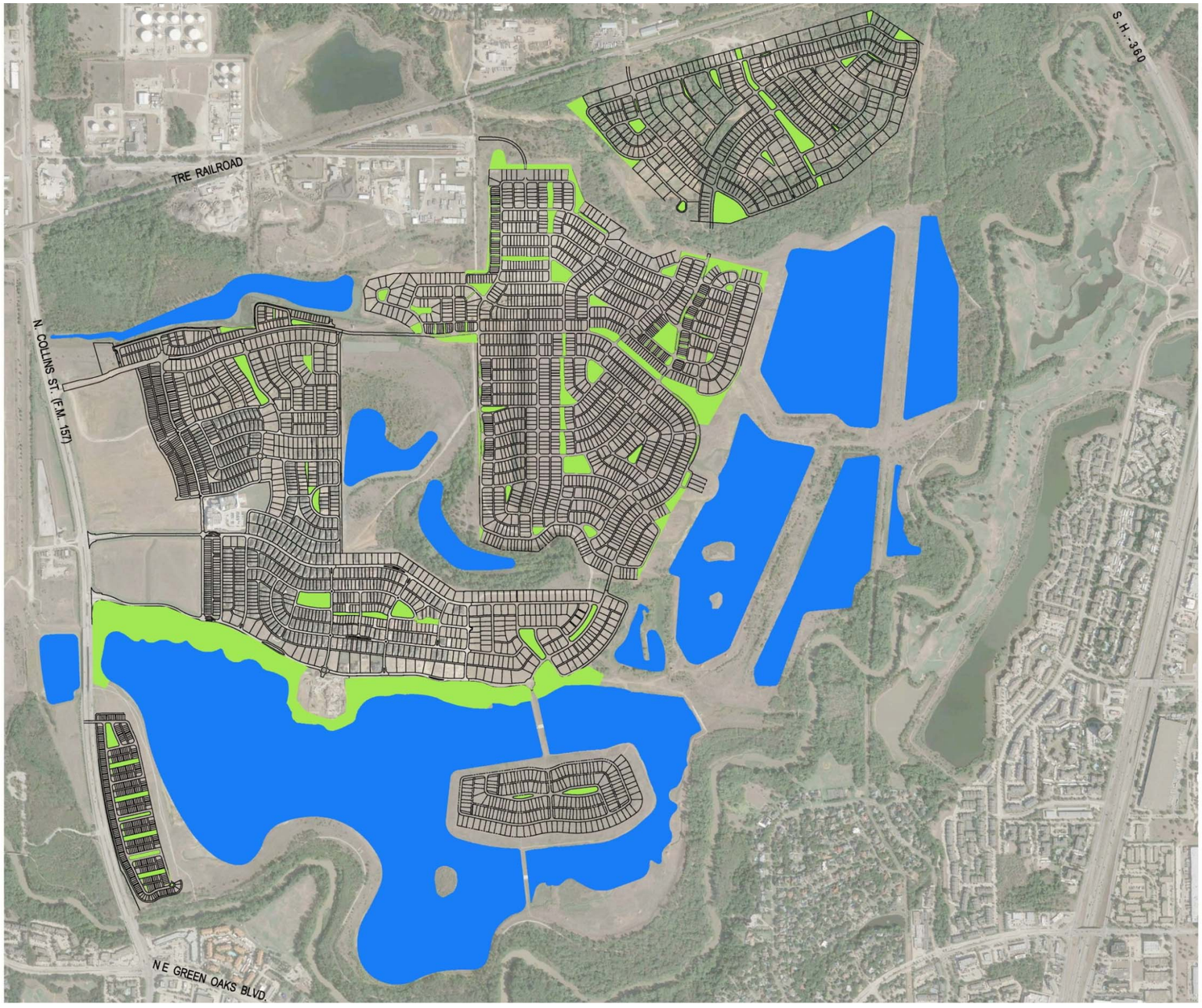
NOTE: TREE PRESERVATION AREAS SUBJECT TO TRAIL CONSTRUCTION PER MASTER TRAIL PLAN.

SCALE: 1" = 800'

Graham Associates, Inc.
CONSULTING ENGINEERS & PLANNERS
600 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-8535
TBPE FIRM: F-119 / TBPLS FIRM: 101538-00

VIRIDIAN

EXHIBIT "K": PRELIMINARY PARK AND OPEN SPACE MASTER PLAN



LEGEND

PARKS/OPEN SPACE

LAKES

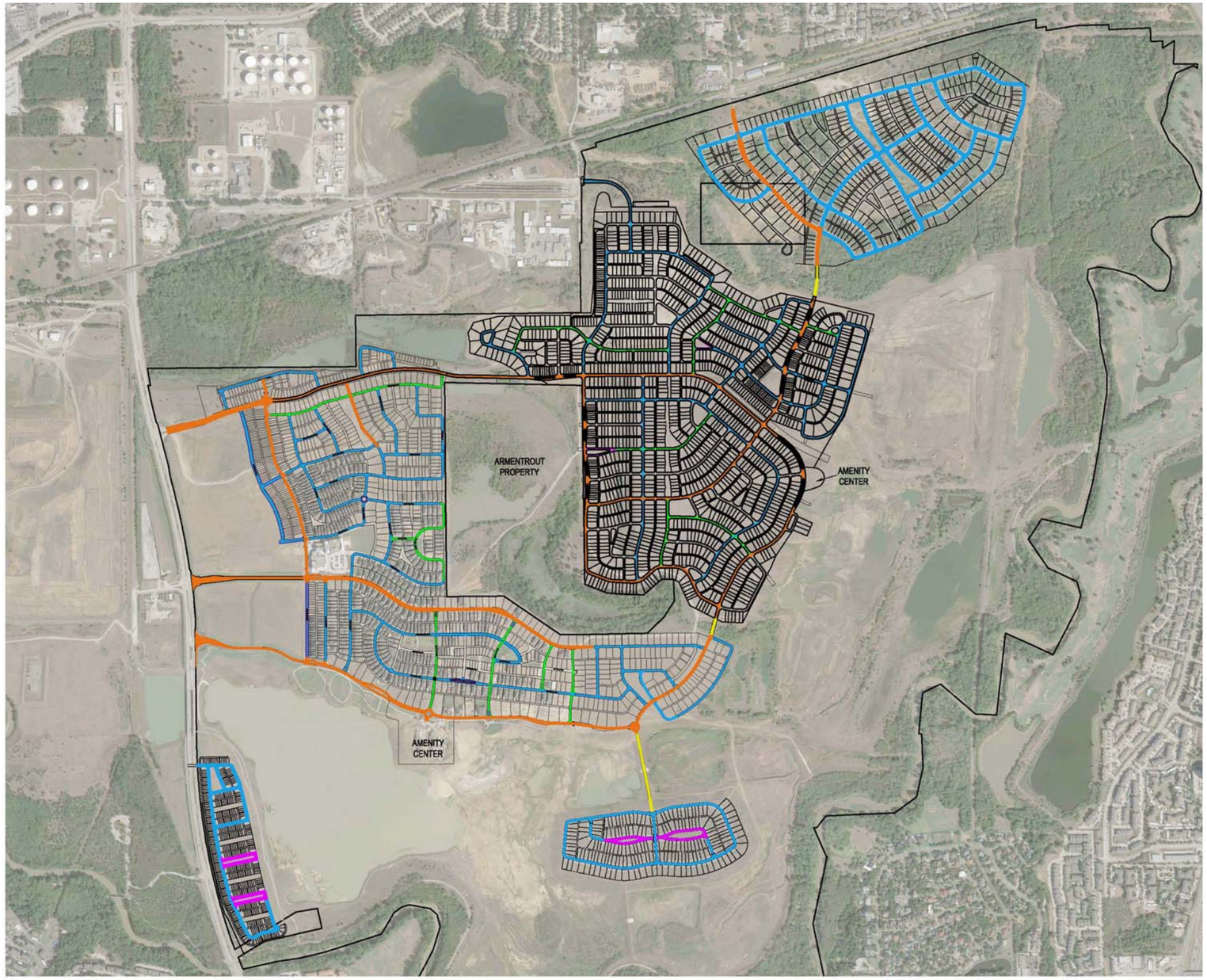
SCALE: 1" =600'

Graham Associates, Inc.
CONSULTING ENGINEERS & PLANNERS
600 SOUTH FLAGG DRIVE, SUITE 300
ARLINGTON, TEXAS 76011 (817) 640-8535
TBPE FIRM: F-1191/TBPLS FIRM: 101538-00

VIRIDIAN

EXHIBIT "L": THOROUGHFARE AND STREET SECTION DETAILS

THOROUGHFARE PLAN



LEGEND:

- NEIGHBORHOOD ROADWAY (47' SECTION)
- LOCAL ROADWAY (50' TO 64' SECTION)
- PRIMARY ROADWAY (54' TO 70' SECTION)
- ONE WAY AT OPEN SPACE (SECTION VARIES)
- BRIDGE

NOTE:

1. PRIMARY ROADWAYS TO CONSIST OF 2 LANE DIVIDED SECTIONS FOR 20% OR MORE OF THEIR OVERALL LINEAR FOOTAGE WITHIN THEIR RESPECTIVE PLANNING AREA (1, 2, OR 3).

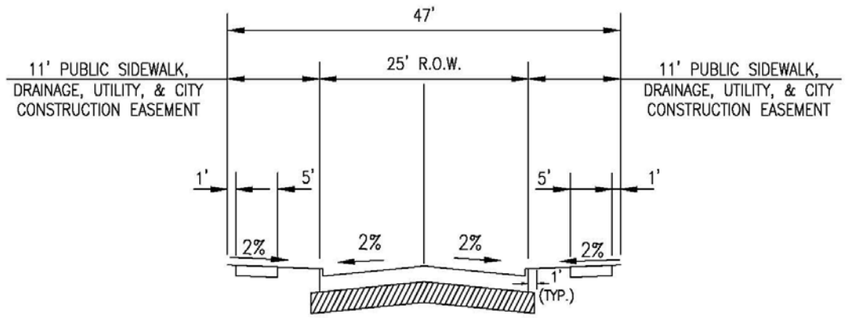
GRAPHIC SCALE 1"=600'

600 0 600 1200

Graham Associates, Inc.
CONSULTING ENGINEERS & PLANNERS
802 SIX FLAGS DRIVE, SUITE 300
ARLINGTON, TEXAS 76011 (817) 640-8535
TBPE FIRM: F-1181/TBPLS FIRM: 10153800

VIRIDIAN

LOCAL AND NEIGHBORHOOD ROADWAY SECTION

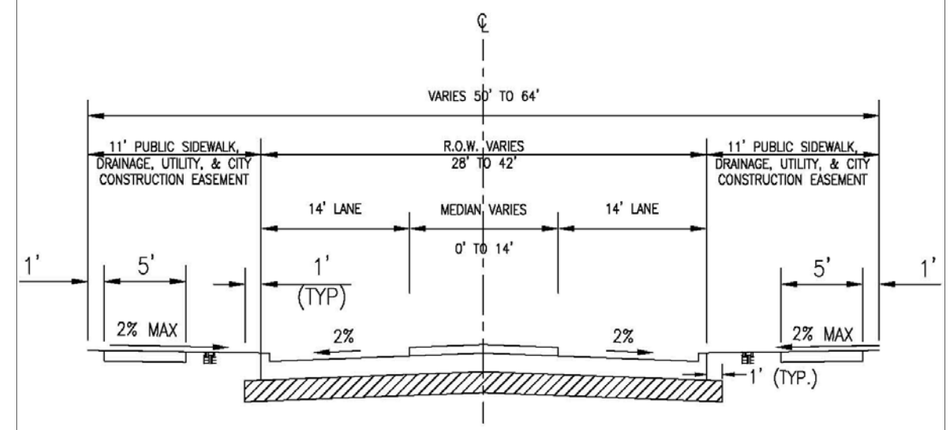


NEIGHBORHOOD ROADWAY
(47' SECTION)
(NO PARKING EITHER SIDE)
N.T.S.

Graham Associates,Inc.
CONSULTING ENGINEERS & PLANNERS
600 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-8535
TBPE FIRM: F-1191/TBPLS FIRM: 101538-00

NEIGHBORHOOD ROADWAY
(47' SECTION)

DRAWN BY: GAI DATE: 02/11/2016
PROJECT NO.: 2345 SHEET 1 OF 10



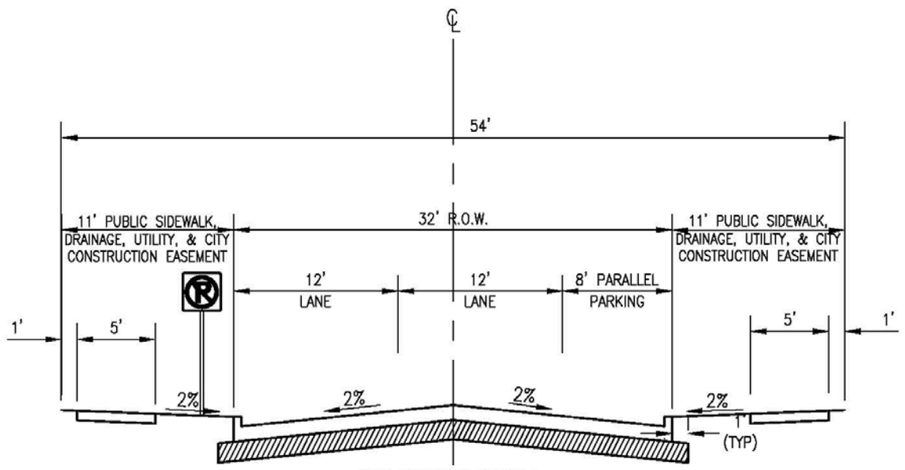
LOCAL ROADWAY
(50' TO 64' SECTION)
N.T.S.

Graham Associates,Inc.
CONSULTING ENGINEERS & PLANNERS
600 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-8535
TBPE FIRM: F-1191/TBPLS FIRM: 101538-00

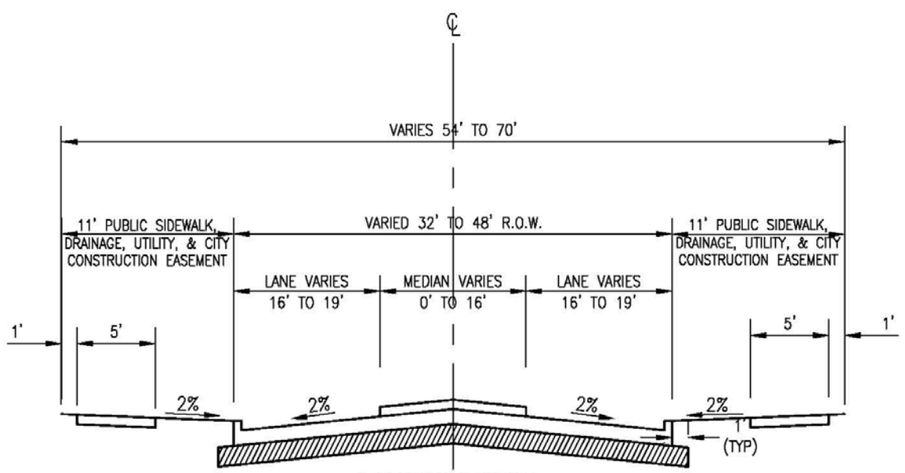
LOCAL ROADWAY
(50' TO 64' SECTION)

DRAWN BY: GAI DATE: 02/11/2016
PROJECT NO.: 2345 SHEET 2 OF 10

PRIMARY ROADWAY SECTION



PRIMARY ROADWAY
(54' SECTION)
N.T.S.

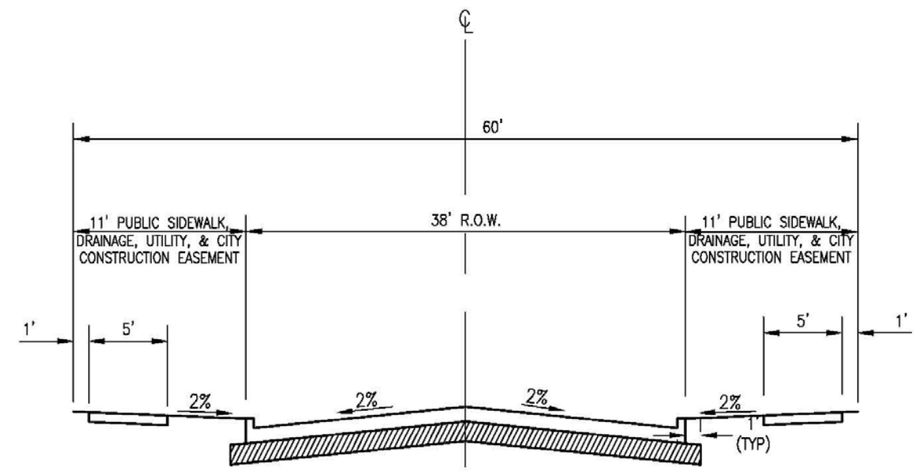


PRIMARY ROADWAY
(54' TO 70' SECTION)

Graham Associates, Inc.
CONSULTING ENGINEERS & PLANNERS
600 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-8535
TBPE FIRM: F-1191/TBPLS FIRM: 101538-00

PRIMARY ROADWAY (VARIES 54' TO 70' SECTION)

DRAWN BY: GAI | DATE: 02/11/2016
PROJECT NO.: 2345 | SHEET 3 OF 10



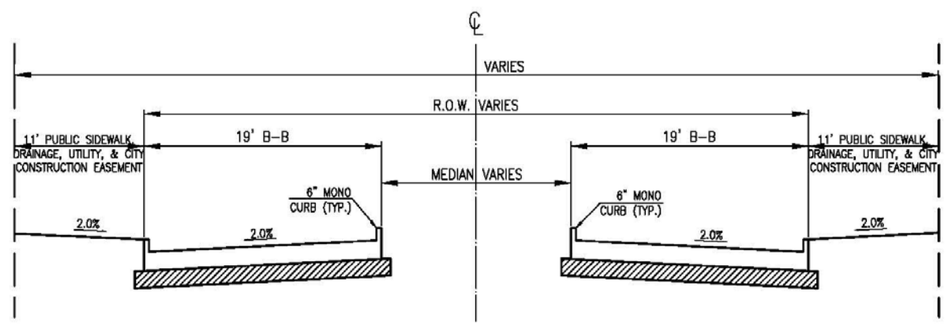
PRIMARY ROADWAY
(60' R.O.W.)

Graham Associates, Inc.
CONSULTING ENGINEERS & PLANNERS
600 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-8535
TBPE FIRM: F-1191/TBPLS FIRM: 101538-00

PRIMARY UNDIVIDED ROADWAY (VARIES 54' TO 60' R.O.W.)

DRAWN BY: GAI | DATE: 02/11/2016
PROJECT NO.: 2345 | SHEET 4 OF 10

ONE WAY ROADWAY AT OPEN SPACE SECTION



ONE WAY AT OPEN SPACE
(R.O.W. VARIES)
N.T.S.

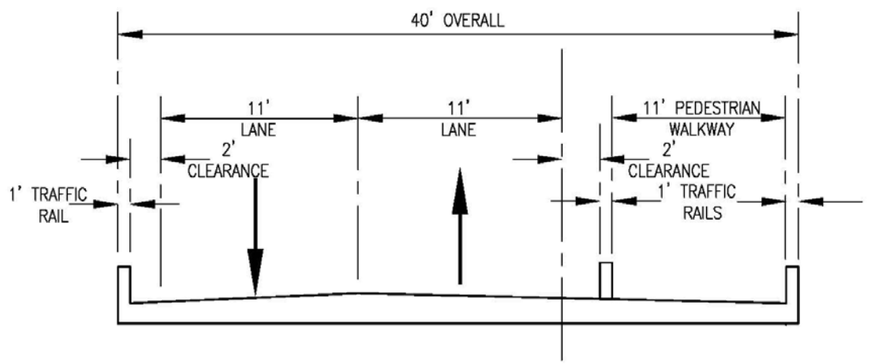
Graham Associates, Inc.
CONSULTING ENGINEERS & PLANNERS
600 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-8535
TBPE FIRM: F-1191/TBPLS FIRM: 101538-00

ONE WAY AT OPEN SPACE
(R.O.W. VARIES)

DRAWN BY: GAI | DATE: 02/11/2016

PROJECT NO.: 2345 | SHEET 5 OF 10

BRIDGE SECTIONS



BRIDGE SECTION A

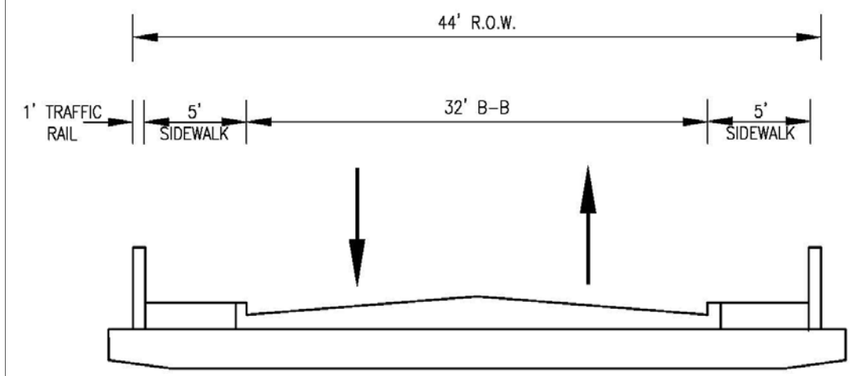
N.T.S.

Graham Associates,Inc.
CONSULTING ENGINEERS & PLANNERS
600 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-8535
TBPE FIRM: F-1191/TBPLS FIRM: 101538-00

BRIDGE SECTION A

DRAWN BY: GAI DATE: 04/21/2016

PROJECT NO.: 2345 SHEET 6 OF 10



BRIDGE SECTION B

N.T.S.

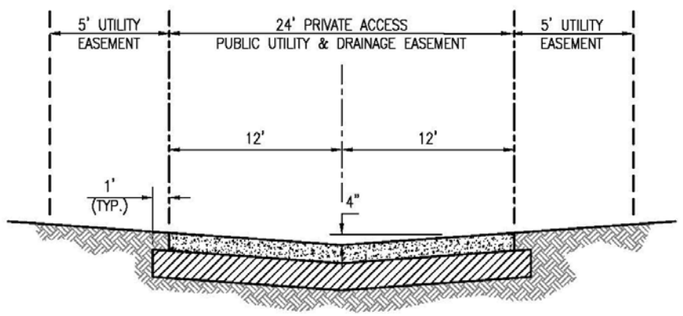
Graham Associates,Inc.
CONSULTING ENGINEERS & PLANNERS
600 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-8535
TBPE FIRM: F-1191/TBPLS FIRM: 101538-00

BRIDGE SECTION B

DRAWN BY: GAI DATE: 04/21/2016

PROJECT NO.: 2345 SHEET 7 OF 10

ALLEY SECTIONS

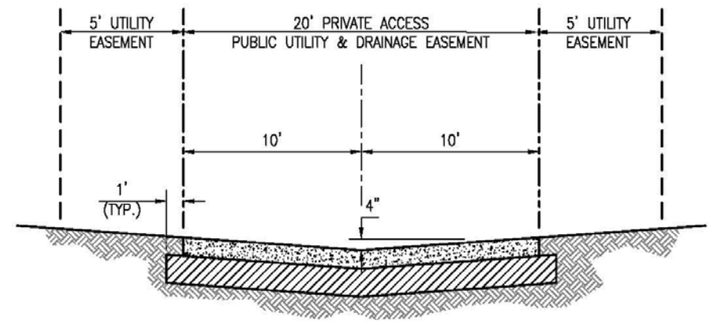


24' ALLEY
(FIRE LANE)
N.T.S.

Graham Associates,Inc.
CONSULTING ENGINEERS & PLANNERS
600 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-8535
TBPE FIRM: F-1191/TBPLS FIRM: 101538-00

24' ALLEY

DRAWN BY: GAI DATE: 04/21/2016
PROJECT NO.: 2345 SHEET 8 OF 10



20' ALLEY
(ALTERNATE APPROVED FIRE LANE)
N.T.S.

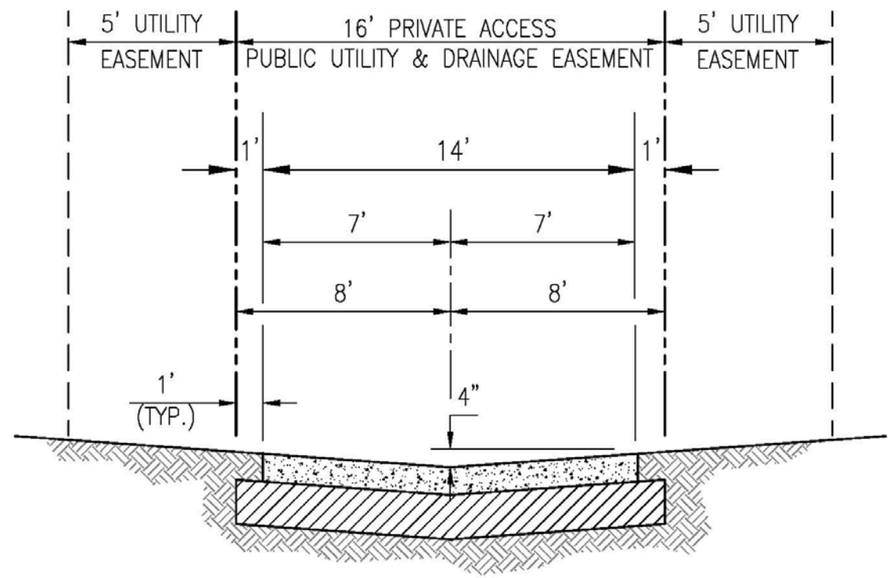
NOTE: EDGE OF ALLEY TO BE STRIPED
FIRE LANE PER CITY STANDARD

Graham Associates,Inc.
CONSULTING ENGINEERS & PLANNERS
600 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-8535
TBPE FIRM: F-1191/TBPLS FIRM: 101538-00

20' ALLEY

DRAWN BY: GAI DATE: 04/21/2016
PROJECT NO.: 2345 SHEET 9 OF 10

16‘ ALLEY SECTION



16' ALLEY
N.T.S.

Graham Associates, Inc.
CONSULTING ENGINEERS & PLANNERS
600 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-8535
TBPE FIRM: F-1191/TBPLS FIRM: 101538-00

16' ALLEY

DRAWN BY: GAI | DATE: 04/21/2016
PROJECT NO.: 2345 | SHEET 10 OF 10

EXHIBIT "M": PEDESTRIAN AND STREET LIGHTING STANDARDS

	INDIVIDUAL STREET LIGHT	INDIVIDUAL PEDESTRIAN LIGHT	COMBINATION POLE FOR STREET & PEDESTRIAN LIGHT	PEDESTRIAN LIGHTING IN PARKS
Applicability	For boulevards, street lighting shall be provided within the medians	For boulevards, pedestrian lighting shall be provided along sidewalks	For non-boulevards, combination pedestrian and street light poles shall be provided along sidewalks	For public parks, pedestrian lighting shall be provided along trails and on bridges
Maximum Illumination Level (Footcandle)	Per IESNA	Per IESNA	Per IESNA	Per IESNA
Average Pole Height (Measured Along a Street within the Property)[7]	40 feet	12 feet	20 feet for street lights and 12 feet for pedestrian lights	12 feet
Average Spacing[8]	180 feet	90 feet	90 feet	90 feet
Location Criteria	Centered in the median. Refer the Standard Specification for Street lighting, Department of Public Works & Transportation	At least four feet from back of curb. Centered between street trees. Average one light every 15 feet on center.	At least four feet from back of curb. Centered between street trees. Average one light every 15 feet on center.	A maximum of one foot off the edge of a trail.
Pole/Post Specification	None	Capacity to accommodate vertical banner signs (twin banner arm)		Pole/Post specification
Light Source	Type (HPS) and wattage to be determined by Photometric Mapping/study. Luminaire shall meet cutoff classification and prevent unwanted light from spilling onto neighboring property. Lighting design shall meet IESNA's recommendations for uniformity and glare control.			

[7] A lower average pole height may be approved by the Zoning Administrator upon a finding that the lower height will provide adequate lighting.
[8] Different spacing may be approved by the Zoning Administrator upon a finding that the alternative spacing will provide adequate lighting.

EXHIBIT "P": ARCHITECTURAL STYLES

ARCHITECTURAL STYLES - 01/08

VIRIDIAN
| PLAZA GREEN PERSPECTIVE | 05

EXECUTIVE HOME SITES

HUFFINES COMMUNITIES

VILLA HOMESITES

HUFFINES COMMUNITIES

PASEO COURTS

HUFFINES COMMUNITIES

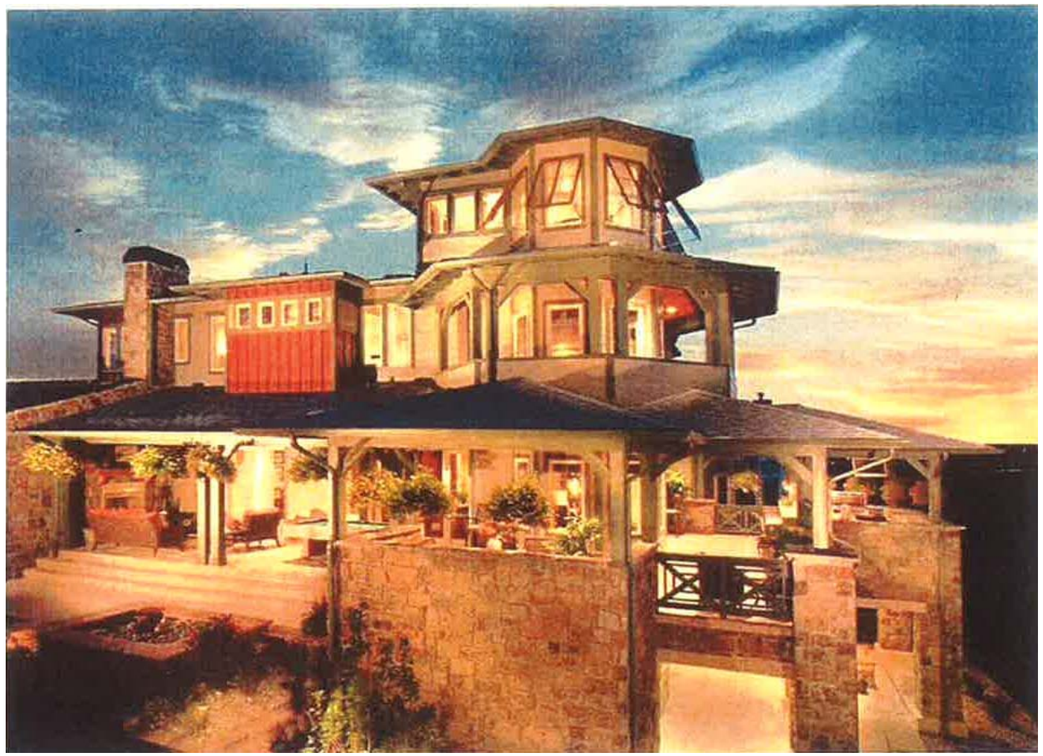
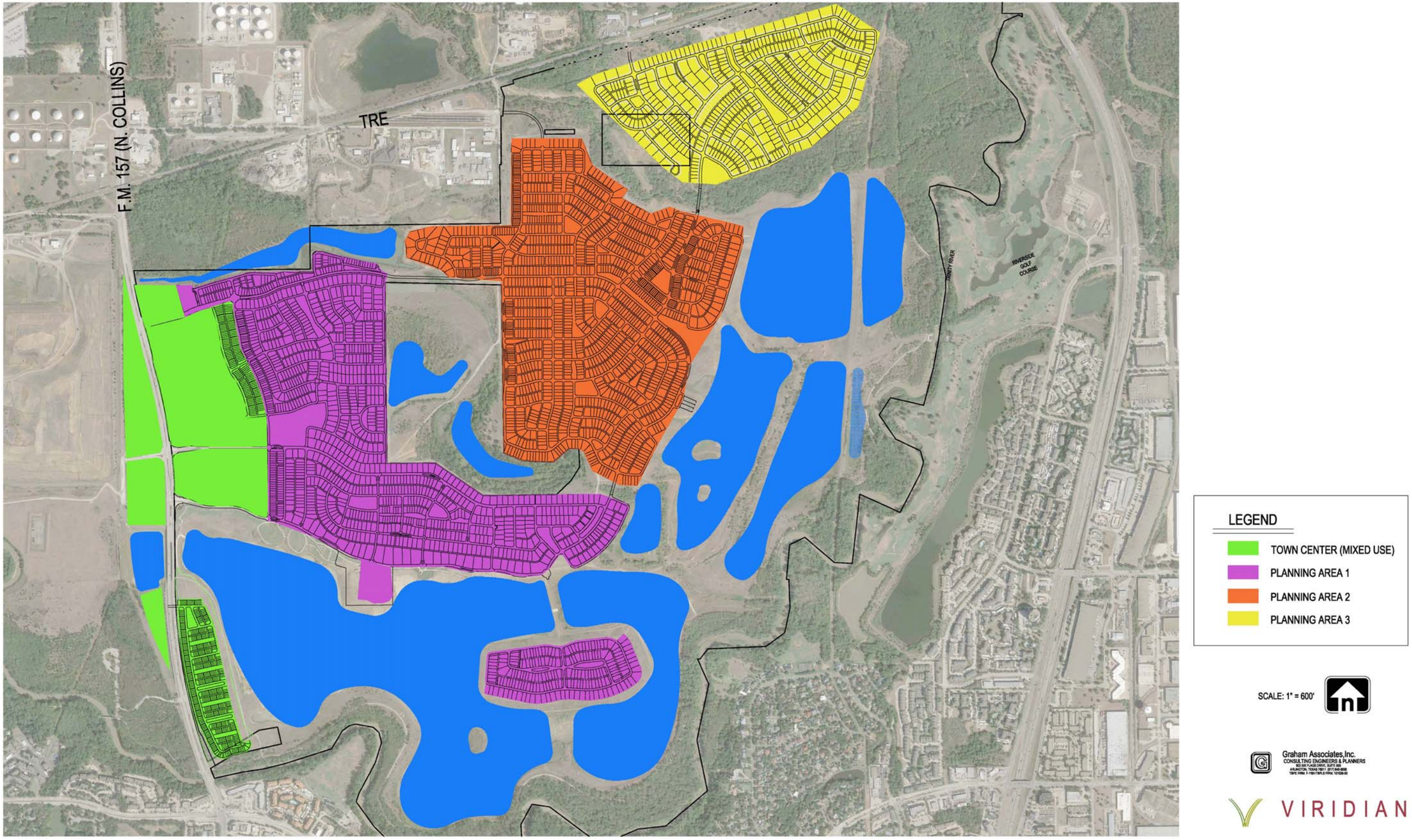


EXHIBIT "Q": RESIDENTIAL PLANNING AREAS last



Case Information

Applicant/Owner: Viridian Holdings LP represented by Howard Porteus

Sector Plan: North

Council District: 1

Allowable Uses: Viridian Planned Development (see Ordinance No. 13-022 for specific uses)

Transportation: The proposed development has access from North Collins Street, Blue Lake Boulevard, Bird's Fort Trail, and Viridian Park Lane.

Thoroughfare	Existing	Proposed
North Collins Street	120-foot, 6-lane divided, Major Arterial	120-foot, 6-lane divided, Major Arterial
Blue Lake Boulevard	Partially constructed	65-foot, 2-lane undivided, Local
Bird's Fort Trail	Partially constructed	56-foot, 2-lane varied, Local
Viridian Park Lane	Partially constructed	65-foot, 2-lane undivided, Local

Water & Sewer: The water and sanitary sewer main has been built.

Drainage: The site is located in the Trinity River drainage basin. A substantial portion of the site is located within a FEMA designated floodplain. No significant drainage impacts are expected to result from development of this site, as long as the developer complies with all relevant city ordinances.

Fire: A temporary fire station, located at 4020 North Collins Street, provides protection to this site. The estimated fire response time is less than five minutes, which is in keeping with recommended standards.

Notices Sent:
Neighborhood

ACTION North Arlington
Arlington Alliance for Responsible Government
City of Arlington
East Arlington Review
Estates of Hidden Woods

Case Information

	Estates of River Ridge Far South Arlington Neighborhood Association Forest Hills Home Owners Association Friends of Parkway Central Park Holt Road Community Watch/Neighborhood Association Hunter Place North Home Owners Association Hurst Euless Bedford Independent School District Northern Arlington Ambience Oak Canyon Home Owners Association Red Maple Court Neigborhood Organization Riverbend Neighborhood Shadow Ridge Community Spring Lake Association Viridian Home Owners Association West Citizen Action Network (WeCan) Wood Ridge Neighborhood Association
Property Owners:	0
Letters of Support:	0
Letter of Opposition:	0

PLANNING AND ZONING COMMISSION SUMMARY:

Public Hearing: June 15, 2016

Zoning Case PD07-5R4 (Viridian – 1200 Viridian Park Lane)

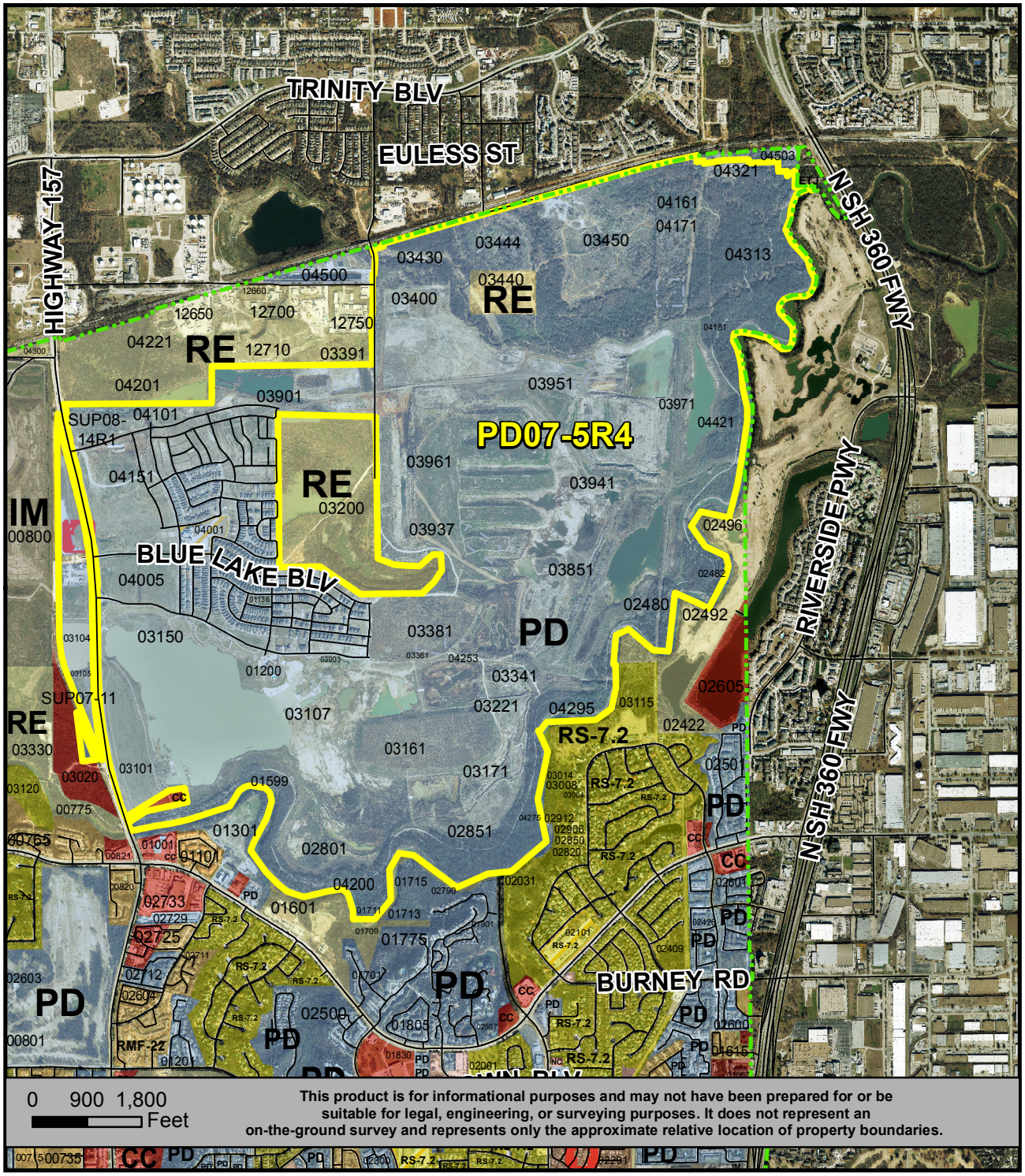
An application requesting an amendment to the existing Viridian Planned Development (PD), related to the incorporation of the 19.997-acre property formerly known as the B. Barney Baker property and zoned Residential Estate (RE), the elimination of inconsistencies related to the Unified Development Code (UDC), the elimination of the references and terminology from the previous Zoning Ordinance, revised Thoroughfare Plan and Street Section details, and the addition of new housing types in the Viridian Planned Development; generally located east of North Collins Street and north of Northeast Green Oaks Boulevard.

Present to speak in support of this case was Bob Kembel, 1301 Blue Lake Boulevard, 76005.

Commissioner Croxton moved to Approve Zoning Case PD07-5R4. Seconded by Commissioner Smith III, the motion was approved by a vote of 5-0-1.

Ayes: McAlister, Croxton, R. Smith, Talambas, Smith III
Nays: None
Abstain: Fowler

APPROVED



LOCATION MAP
PD07-5R4

Viridian PD Amendment
2,093 ACRES

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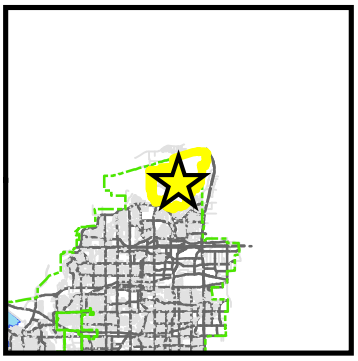


Prepared: 5-24-2016 iii-1 **JPP**

PD07-5R4

PD Amendment

North of Northeast Green Oaks Boulevard and east of North Collins Street

View of posted sign along South Collins Street. View south.

View across South Collins Street. View northeast.

View of entry feature. View north.

View of townhomes on site. View north.

Staff Report

Zoning Case PD16-7 (Edgefield)	
City Council Meeting Date: 8-2-16	Document Being Considered: Ordinance

RECOMMENDATION

Approve an ordinance changing the zoning classification on property at 901 Debbie Lane and generally located north of Debbie Lane and south of South Collins Street from Planned Development (PD) for Community Commercial (CC) to Planned Development (PD) for Residential Single-Family 7.2 (RS-7.2) uses, with a Development Plan.

PRIOR BOARD OR COUNCIL ACTION

On May 18, 2016, the Planning and Zoning Commission continued PD16-7 requesting a rezoning to Planned Development (PD) for Residential Single-Family 5 (RS-5) uses, with a Development Plan by a vote of 8-0-0, at the applicant's request.

On June 1, 2016, the Planning and Zoning Commission recommended approval of PD16-7 requesting Planned Development (PD) for Residential Single-Family 7.2 (RS-7.2) uses, with a Development Plan by a vote of 8-0-0 with the following stipulations:

1. Zoning request will change to RS-7.2 with a deviation on the lot width of 50 feet measured at the lot setback.
2. The fence adjacent to the commercial property to the west will be six foot tall board on board.
3. There will be a change in the curvature of the street to have an island adjacent to the amenity lot as a traffic control device.
4. Decorative lighting will be added down the length of the subdivision.
5. Lots will be at least 7,200 square feet lot size with some minor deviation because of the traffic control island.

On June 28, 2016, City Council approved first reading by a vote of 8-0-0.

ANALYSIS

Request

The applicant requests to change the zoning on approximately 12.17 acres, a portion of a 23.03 acre lot, addressed at 901 Debbie Lane, and generally located north of Debbie Lane and south of South Collins Street.

Current zoning: Planned Development (PD) for Community Commercial (CC)

Requested zoning: Planned Development (PD) for Residential Single-Family 7.2 (RS-7.2) uses, with a Development Plan

The subject site is currently undeveloped and zoned Planned Development (PD) for Community Commercial (CC) uses as approved on November 28, 2000. The property is part of a larger PD to the west and south in all four corners of the Collins at Debbie intersection. The existing PD allows for a mix of uses including single family lots from 6,000 to 7,200 square feet and CC zoning at the intersection corners. A church is located directly west of the subject site with commercially zoned land remaining at the corner. The property to the north across Collins Street is a PD for Industrial Manufacturing (IM) uses and has a natural gas well.

Traffic analysis conducted by staff indicates that the conversion of land from commercial to residential uses will generate less traffic at peak hours with the conversion to residential.

Development Plan

The development plan indicates 55 single family lots and one open space lot. Brick mailboxes with each serving two lots are proposed street side.

	Residential Single-Family 7.2 RS-7.2	**Proposed Edgefield Development Standards**
Lot Area	7,200 square feet	7,760 square-foot average Lots range from 7,200 to 10,768 square feet
Lot Width	60-feet (min)	50-feet (min)
Gross Living Area (minimum)	1,500 square feet (min)	1,600-1,800 sq. ft. (max of 10 lots) 1,800-3,200 sq. ft. (remaining 45 lots)
Architectural Features on front elevation	Minimum of 4	Minimum of 5 (including decorative garage doors)
Roof Pitch	Minimum 6/12	Minimum 8/12

<u>Adjacent Existing Residential</u>

The properties to the east are a separate PD for single-family Residential Single-Family 7.2 (RS-7.2) and Residential Single-Family 5 (RS-5), with RS-5 lots adjacent to the subject site. Homes in the adjacent properties range in size from 1,650 square feet to 4,053 square feet.

The adjacent properties to the east of this proposal are a PD with lots sizes varying from east to west. Lots on the eastern side of the existing development are 60 feet in width and lot sizes corresponding to RS-7.2 zoning, with lots adjacent to the proposed development 50 feet in width, with lot sizes of 5,500 to 5,800 square feet. The proposed development will continue the 50-foot lot width from the adjacent community with a greater lot depth.

<u>Open Space</u>

The internal roadway includes a landscaped island midblock and accommodates an approximately 0.5-acre amenity lot for use by the residents throughout the development. This island will be 26 feet in diameter and include an additional two feet in stamped concrete around the island. Matching stamped concrete will be placed in crosswalks at the intersection. Open space is located central to the development, and is accessible to the neighborhood. A paved trail is proposed for the amenity lot with benches provided along the trail. Trees will be installed along the streetscape in the open space lot.

<u>External Streetscape</u>

A four-foot wide sidewalk will continue along South Collins Street and connect to the existing sidewalk. A five-foot sidewalk is proposed along Debbie Lane for future connection.

The perimeter of the development will contain a six-foot tall unit by unit brick wall matching the existing wall for the development to the east. A landscaped entry feature displaying the name of the development is proposed on South Collins Street.

Trees planted at the perimeter of the development along South Collins Street and Debbie Lane are proposed to be a minimum of four caliper inches at the time of planting.

Comprehensive Plan Analysis

The 2015 Comprehensive Plan, *99 Square Miles*, contains goals to develop residential neighborhoods with a variety of housing styles, to encourage the availability of quality housing to attract new middle and upper income families to Arlington, as well as providing high quality housing options for Arlington's current residents. The housing proposed in this plan is a product that provides additional types of housing for residents various income levels. The proposed zoning change is not in conflict with the comprehensive plan, or other relevant plans.

FINANCIAL IMPACT

None

ADDITIONAL INFORMATION

Attached:	Ordinance with Exhibits A and B Development Plan (6 pages) Case Information with P&Z Summary
Under separate cover:	None
Available in the City Secretary's office:	None

STAFF CONTACTS

Jennifer Pruitt, AICP, LEED AP
Planning Manager, Land Development
Community Development and Planning
817-459-6138
Jennifer.Pruitt@arlingtontx.gov

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

Ordinance No. 16-

An ordinance changing the zoning classification on certain property known as 901 Debbie Lane to Planned Development (PD) for Residential Single-Family 7.2 (RS-7.2) uses, with a Development Plan; amending the Zoning District Map accordingly; authorizing the building official to issue permits upon the effective date; providing for a fine of up to $2,000.00 for each violation; providing this ordinance be cumulative; and providing for severability, governmental immunity, injunctions, and publication; and providing an effective date.

WHEREAS, after notice and public hearing the Planning and Zoning Commission heard and recommended approval of Zoning Case PD16-7 on June 1, 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 901 Debbie Lane, described in Exhibit A, is hereby changed to Planned Development (PD) for Residential Single-Family 7.2 (RS-7.2) uses, with a Development Plan, by the approval of PD16-7, and the Zoning District Map shall be amended to reflect the zoning change made by this ordinance. Development and use of the property shall be in compliance with this ordinance and the attached Development Plan.

2.

The Building Official is hereby authorized and directed to issue permits in compliance with this ordinance, including all exhibits attached to this ordinance, immediately after the effective date of this ordinance. In the event of a conflict between the provisions in Exhibit B and the provisions in any other exhibit, the provisions in Exhibit B control.

3.

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

4.

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

5.

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

6.

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

7.

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

8.

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

9.

This ordinance shall become effective upon second publication.

PRESENTED AND GIVEN FIRST READING on the 28th day of June, 2016 at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the 2nd day of August, 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 _____

BEING a portion of Lot 2, Block 25, Harris Crossing, Phase 1, an addition to the City of Arlington, Tarrant County, Texas, recorded under Cabinet a, Slide 11193, Plat Records, Tarrant County, Texas (PRTCT), conveyed by deed to Bethel Baptist Church, Arlington Texas, Inc., d.b.a. SouthPoint Baptist Church, a Texas nonprofit corporation, recorded under Instrument Number D207059967, Deed Records, Tarrant County, Texas (DRTCT), and being more particularly described by metes and bounds as follows:

COMMENCING at a found 5/8 inch iron rod stamped "Mycoskie McInnis" on the southeast line of South Collins Street, said point being the northwest corner of said Lot 2, Block 25, same being the northeast corner or Lot 1, Block 25, of said Harris Crossing, Phase 1, said point being the beginning of a curve to the right with a radius of 1000.00 feet, a central angle of 24 degrees 06 minutes 41 seconds and a chord which bears North 34 degrees 16 minutes 44 seconds East, a distance of 417.73 feet;

THENCE Northeasterly, along said curve to the right, and said southeast line, an arc distance of 420.82 feet to a set 5/8 inch capped iron rod for the POINT OF BEGINNING, said point also being the beginning of a curve to the right with a radius of 1000.00 feet, a central angle of 13 degrees 04 minutes 43 seconds and a chord which bears North 52 degrees 52 minutes 27 seconds East, a distance of 227.77 feet;

THENCE Northeasterly, along said curve to the right, continuing along said southeast line, an arc distance of 228.27 feet to a found 5/8 inch capped iron rod stamped "Mycoskie McInnis" for corner;

THENCE North 59 degrees 24 minutes 50 seconds East, continuing along said southeast line, a distance of 118.85, to a set 5/8 inch capped iron rod for the northeast corner of said Lot 2, Block 25, same being the northwest corner of Harris Crossing Phase 2, recorded under Cabinet A, Slide 1048 (PRTCT), for corner;

THENCE South 30 degrees 16 minutes 51 seconds East, departing said southeast line, and along the northeast line of said Lot 2, Block 25, same being the southwest line of said Harris Crossing, Phase 2, a distance of 1590.56 feet to a found 5/8 inch iron rod in the north line of Debbie Lane for the southeast corner of said Lot 2, Block 25, same being the southwest corner of said Harris Crossing, Phase 2, said corner being the beginning of a curve to the right with a radius of 1800.00 feet, a central angle of 08 degrees 15 minutes 52 seconds and a chord which beats South 75 degrees 14 minutes 53 seconds West, a distance of 259.41 feet;

THENCE Southwesterly, along said curve to the right, and said north line, an arc distance of 259.64 feet, to a found 5/8 inch iron rod stamped "Mycoskie McInnis" for corner, said corner being the beginning of a curve to the right with a radius of 940.00 feet, a central angle of 06 degrees 17 minutes 19 seconds and a chord which bears South

82 degrees 31 minutes 28 seconds West, a distance of 103.12 feet;

THENCE Southwesterly, along said curve to the right and continuing along said north line, an arc distance of 103.17 feet, to a set 5/8 inch capped iron rod for corner;

THENCE North 30 degrees 1 minutes 51 seconds West, departing said north line, a distance of 1453.36 feet, to the POINT OF BEGINNING, and containing 12.17 acres or 530,207.75 square feet of land:

EXHIBIT "B"

1. The zoning of this site is PD (Planned Development) for Residential Single-Family 7.2 (RS-7.2) uses, with a Development Plan.

2. The development will include a total of 55 residential lots. Lots are to be a minimum of 7,200 square feet in size.

3. One open space lot is proposed in the development. The lot shall include a paved trail with benches along the trail. Trees will be installed along the streetscape in the open space lot.

4. Fences adjacent to the commercial property to the west will be six-foot tall board on board fences.

5. A landscaped island will be located midblock. This island will be 26 feet in diameter and include an additional two feet in stamped concrete around the island.

6. Decorative lighting will be added down the length of the subdivision.

7. Houses will include a minimum of five architectural design features as defined in the Unified Development Code and include a decorative garage door.

8. Minimum roof pitch on all houses will be 8:12.

9. The gross living area for a maximum of 10 lots will be a minimum of 1,600-1,800 square feet and the remaining 45 lots will be a minimum of 1,800-3,200 square feet.

10. External Streetscape

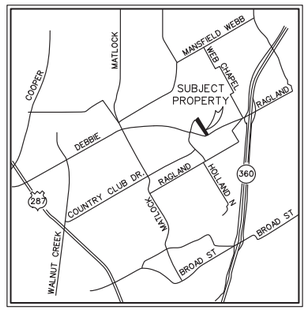
    (i) A six-foot tall brick wall shall be installed at the perimeter of the development along South Collins Street and Debbie Lane. This wall will match the wall from the adjacent neighborhood

    (ii) Trees adjacent to the masonry wall in the landscape buffer shall include four-inch caliper street trees.

    The buffer shall also include a five-foot wide sidewalk along Debbie Lane and a four-foot sidewalk continuing along South Collins Street.

8. Use and development of the property shall be in compliance with the Development Plan.

9. In the event of a conflict between the provisions in this Exhibit B and any other exhibits to this ordinance, the provisions of Exhibit B control.

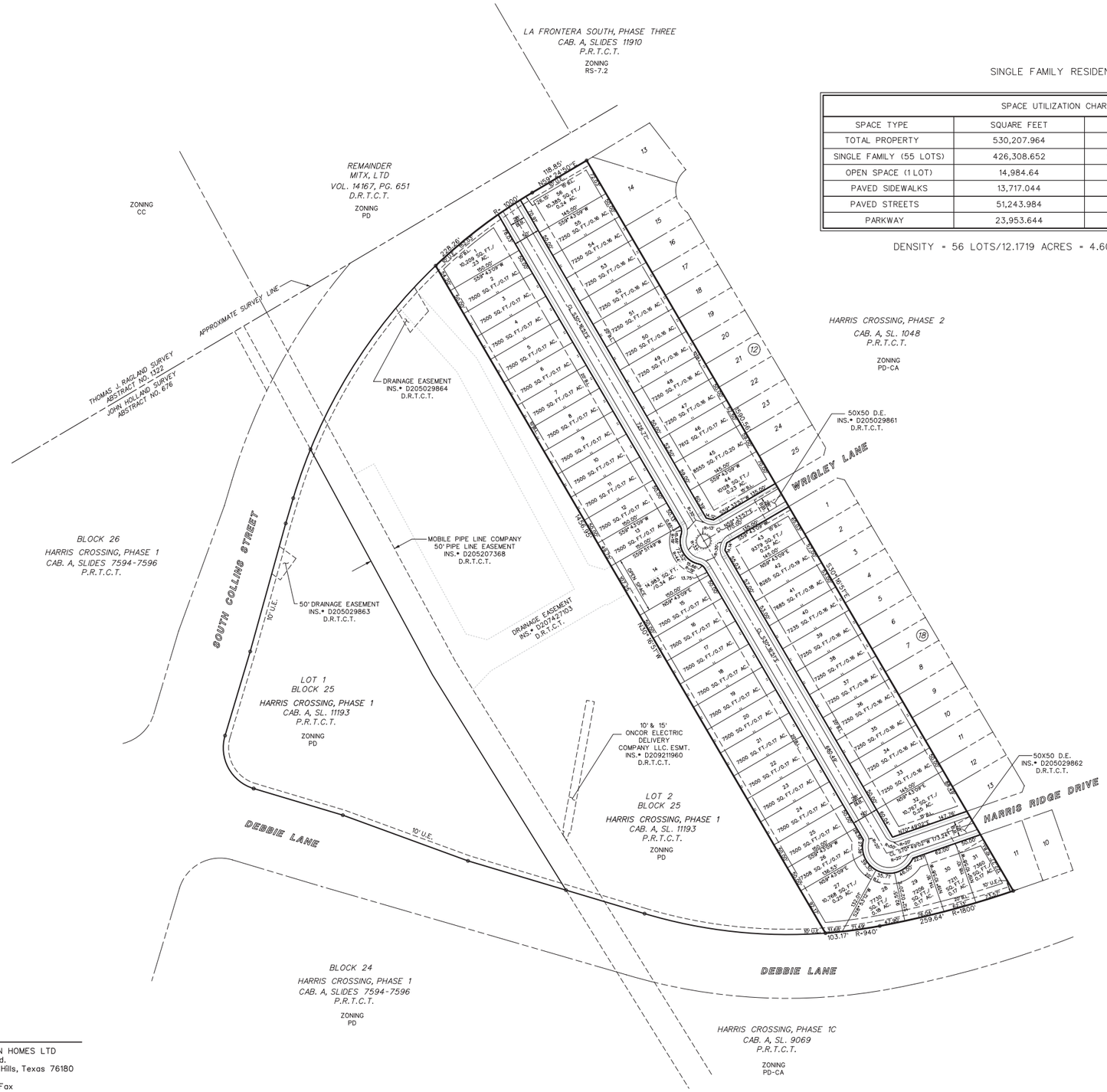


VICINITY MAP
NOT TO SCALE

SINGLE FAMILY RESIDENCE

SPACE UTILIZATION CHART			
SPACE TYPE	SQUARE FEET	ACRES	USE PERCENTAGE
TOTAL PROPERTY	530,207.964	12.1719	100
SINGLE FAMILY (55 LOTS)	426,308.652	9.7867	80.4040
OPEN SPACE (1 LOT)	14,984.64	0.3440	2.8260
PAVED SIDEWALKS	13,717.044	0.3149	2.5870
PAVED STREETS	51,243.984	1.1764	9.6640
PARKWAY	23,953.644	0.5499	4.5190

DENSITY = 56 LOTS/12.1719 ACRES = 4.600761 LOTS PER ACRE



N
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S

GRAPHIC SCALE
0 50 100 200
(IN FEET)
1 inch = 100 ft.

ENGINEER/SURVEYOR

NEEL-SCHAFFER, INC
2501 Avenue J, Suite 120
Arlington, Texas 76006
817-548-0696
CONTACT: DEREK CHEATHAM
TBPE FIRM REGISTRATION NO. F-2697
TBPLS FIRM REGISTRATION NO. 10021800

OWNER

SCOTT SANDLIN HOMES LTD
5137 Davis Blvd.
North Richland Hills, Texas 76180
817-281-3509
817-656-0719 Fax

P:\Sandlin\13164-Edgefield\SURVEY\Zonning & PD\Collins Debbie Site Layout-Revised.dgn

NEEL-SCHAFFER
Solutions you can build upon
TBPE REGISTRATION No. F-2697
TBPLS REGISTRATION No. 10021800

PRELIMINARY
FOR REVIEW ONLY
THESE DOCUMENTS ARE FOR DESIGN REVIEW ONLY AND NOT INTENDED FOR CONSTRUCTION OR PERMIT PURPOSES. THEY WERE PREPARED BY, OR UNDER SUPERVISION OF:
PHILIP B. WOLTERS 5894 6/15/2016
RPLS NO. DATE

City of Arlington, Texas
12.17 ACRE PORTION
LOT 2 BLOCK 25
EDGEFIELD
SITE LAYOUT

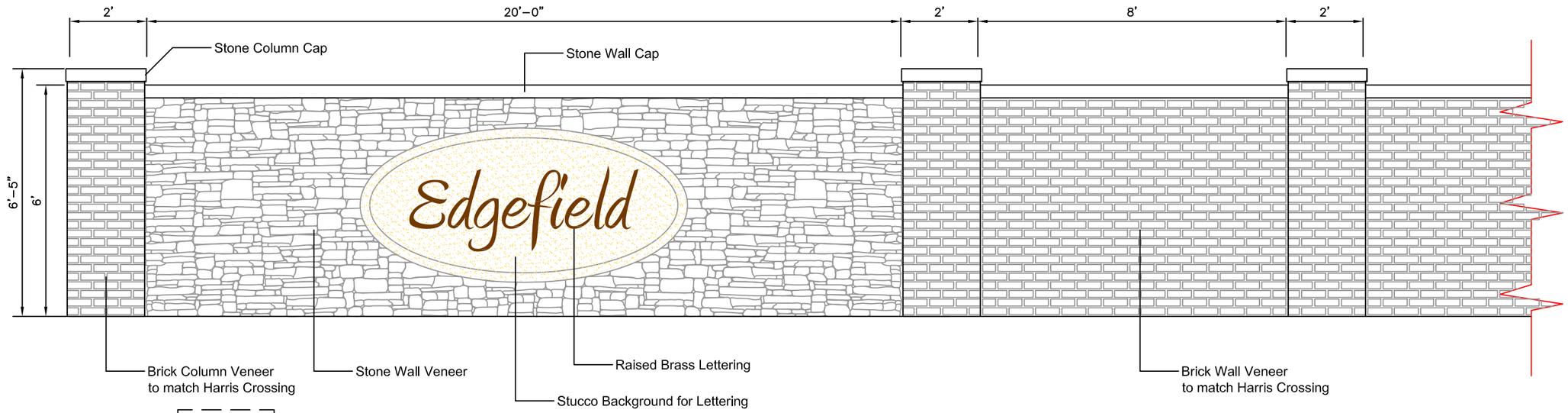
JOB	13164
DATE	6-14-16
DESIGNED	STAFF
DRAWN	STAFF
CHECKED	D.B.C.

NO.	REVISION	BY	DATE

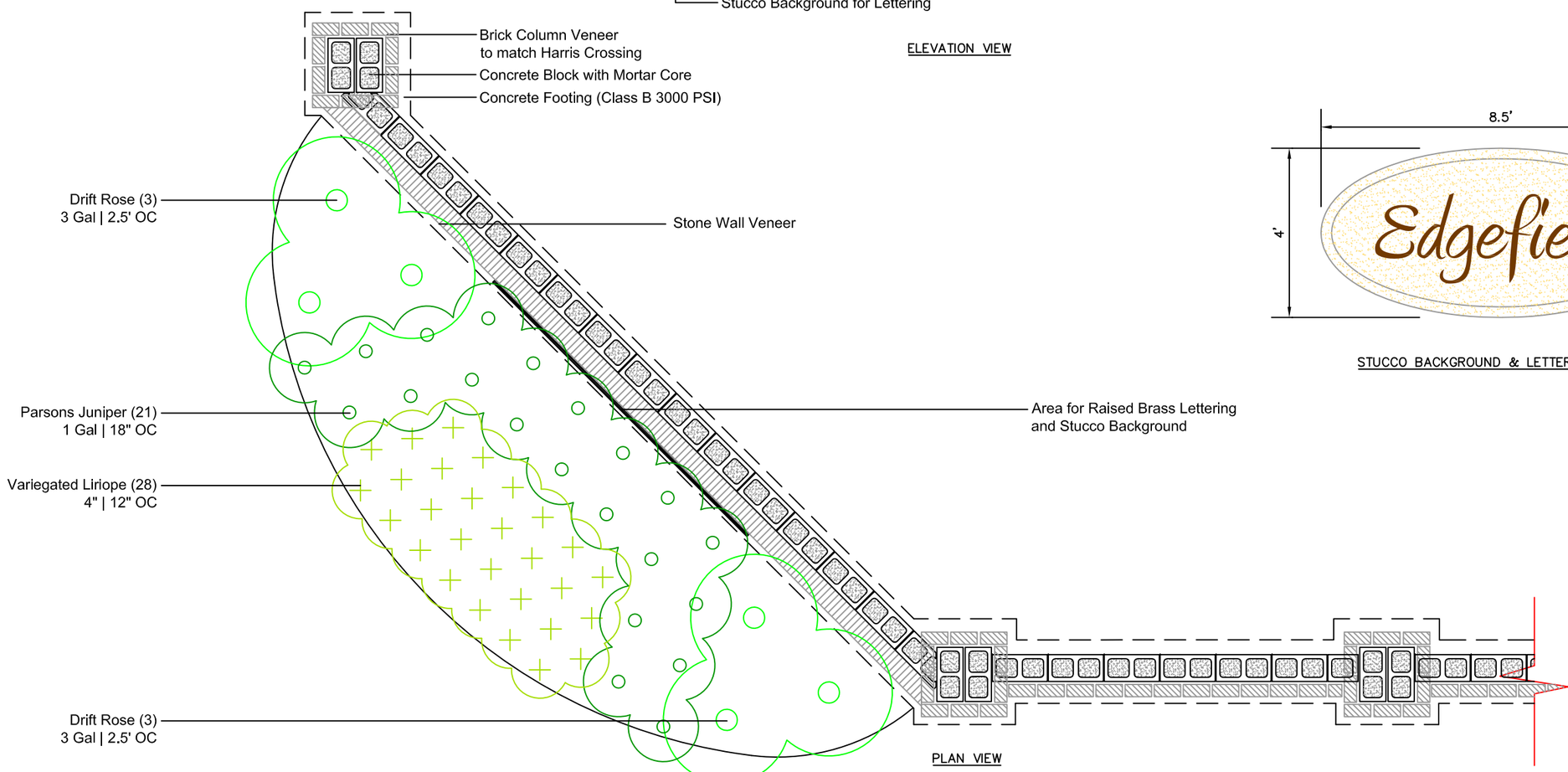
SHEET SITE-1

GREENSPACE CONCEPT - EDGEFIELD SUBDIVISION

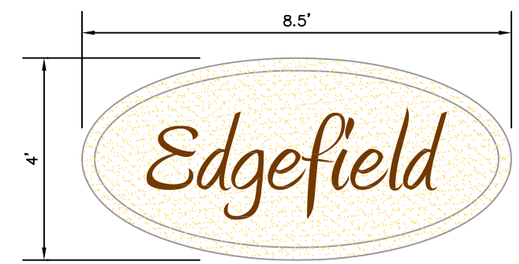
NEEL-SCHAFFER
Solutions you can build upon



ELEVATION VIEW



PLAN VIEW



STUCCO BACKGROUND & LETTERING DETAIL

NEEL-SCHAFFER
Solutions you can build upon

ENTRANCE FEATURE & PERIMETER WALL DETAIL
EDGEFIELD SUBDIVISION

NOT TO SCALE

2121

Case Information

Applicant: Neel-Schaffer, Inc represented by Derek Cheatham

Property Owner: Bethel Baptist Church Arlington TX Inc, DBA Southpointe Baptist Church represented by Richard Koons

Sector Plan: Southeast

Council District: 3

Allowable Uses: Residential Single-Family

Development History: The subject site is currently platted as Lot 2, Block 25 of the Harris Crossing Addition

Previous zoning cases in the general vicinity in the past five years include:

Case No.	Location	Request	Disposition
SUP13-2	Southwest	Specific Use Permit (SUP) for Mini-warehouses	Approved

Transportation: The proposed development has two points of access. One point of access is from South Collins Street. The other is from Debbie Lane.

Thoroughfare	Existing	Proposed
South Collins Street	120' - 2 Lane Undivided	120' - 6 Lane Divided
Debbie Lane	120’ - 2 Lane Undivided	120’ - 6 Lane Divided

Traffic Impact: The proposed zoning will generate less traffic than the existing Planned Development for Community Commercial zoning and will not impact the adjacent street system.

Water & Sewer: Water is available from a 16" water line in South Collins Street, from a 6" water line in Wrigley Lane, and from a 12" water line in Debbie Lane. Sanitary sewer is available from an 8" sanitary sewer line in Burdekin Way.

Drainage: The site is located in the Walnut Creek drainage basin. The site has no portion within the FEMA floodplain. No significant drainage impacts are expected to result from development of this site as long as all relevant city ordinances are complied with.

Case Information

Fire: Fire Station Number 16, located at 1503 Mansfield Webb Road, provides protection to this site. The estimated fire response time is within five minutes, which is in keeping with recommended standards.

School District: Mansfield Independent School District.

The proposed zoning request is located in the Mansfield Independent School District (MISD).

Notices Sent:

Neighborhood Associations:

ACTION North Arlington
Arlington Alliance for Responsible Government
Arlington Neighborhoods
East Arlington Review
Far South Arlington Neighborhood Assn
Forest Hills Home Owner Association
Mansfield Independent School District
Northern Arlington Ambience
West Citizen Action Network (WeCan)
Southwind Home Owner Association
The Crossing at Ruidosa Ridge Neighborhood

Property Owners:	68
Letters of Support:	0
Letter of Opposition:	0

PLANNING AND ZONING COMMISSION SUMMARY:

Public Hearing: May 18, 2016

Zoning Case PD16-7 (to be Continued) (Edgefield – 901 Debbie Lane)

Application to change the zoning on approximately 12.17 acres from Planned Development (PD) for Community Commercial (CC) to Planned Development (PD) for Residential Single-Family 5 (RS-5) uses, with a Development Plan; generally located north of Debbie Lane and south of South Collins Street.

This case was continued indefinitely per the applicant's request.

CONTINUED Indefinitely

PLANNING AND ZONING COMMISSION SUMMARY:

Public Hearing: June 1, 2016

Zoning Case PD16-7 (Continued) (Edgefield – 901 Debbie Lane)

Case Information

Application to change the zoning on approximately 12.17 acres from Planned Development (PD) for Community Commercial (CC) to Planned Development (PD) for Residential Single-Family 5 (RS-5) uses, with a Development Plan; generally located north of Debbie Lane and south of South Collins Street.

Present to speak in support of this case was Scott Sandlin, 5137 Davis Boulevard, Fort Worth, TX, 76180. Also present in support of this case was Derek Cheatham, 2501 Avenue J, Arlington, TX 76006. Present to speak about his support was Richard Koons, 3702 Woodside Drive, Arlington, TX 76016. Present in support of this case was Lavonda Koons, 3702 Woodside Drive, Arlington, TX 76016.

Commissioner Croxton moved to Approve Zoning Case PD16-7 with the following stipulations:

- The fence abutting the adjacent church property should be board on board cedar with metal posts.
- There will be a change in the curvature of the street to have an island adjacent to the amenity lot as a traffic control device.
- Decorative lighting will be added down the length of the subdivision.
- Lots will be at least 7200 square feet lot size with some minor deviation because of the traffic control island.
- Zoning request will change to RS-7.2 with a deviation on the lot width of 50 feet measured at the lot setback.

Seconded by Commissioner Talambas, the motion was approved by a vote of 8-0-0.

APPROVED

Staff Report

Continued Participation in the Atmos Cities Steering Committee and Payment of the Participation Fee	
City Council Meeting Date: 08-02-16	Document Being Considered: Resolution

RECOMMENDATION

Authorize continued participation with the Atmos Cities Steering Committee (ACSC); and authorize the payment of $9,580.10 to ACSC to fund regulatory and related activities related to Atmos Energy Corporation (Atmos).

PRIOR BOARD OR COUNCIL ACTION

The City of Arlington has participated with the ACSC for over 20 years.

ANALYSIS

Most municipalities have retained original jurisdiction over gas utility rates and services within municipal limits. ACSC is composed of municipalities in the service area of Atmos Energy Corporation, Mid-Tex Division regardless of whether original jurisdiction has been retained. Atmos is a monopoly provider of natural gas. Because Atmos has no competitors, regulation of the rates that it charges its customers is the only way that cities can ensure that natural gas rates are fair. Working as a coalition to review the rates charged by Atmos allows cities to accomplish more collectively than each city could do acting alone. Cities have more than 100 years experience in regulating natural gas rates in Texas.

ACSC is the largest coalition of cities served by Atmos Mid-Tex. There are 168 ACSC member cities, which represent more than 60 percent of the total load served by Atmos-Mid Tex. ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of residential and small commercial customers within the cities. Although many of the activities undertaken by ACSC are connected to rate cases (and therefore expenses are reimbursed by the utility), ACSC also undertakes additional activities on behalf of municipalities for which it needs funding support from its members.

ACSC is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Atmos within the City. These activities will continue throughout the calendar year. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that ACSC be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

FINANCIAL IMPACT

The two and one-half cents ($0.025) per capita assessment for Arlington is $9,580.10. These funds are available in account 1000 61014.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Teris Solis	David Barber
City Attorney	Assistant City Attorney
817-459-6878	817-459-6878
teris.solis@arlingtontx.gov	david.barber@arlingtontx.gov

Resolution No. _____

A resolution authorizing continued participation with the Atmos Cities Steering Committee; and authorizing the payment of two and one-half cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation

WHEREAS, the City of Arlington is a regulatory authority under the Gas Utility Regulatory Act (GURA) and has exclusive original jurisdiction over the rates and services of Atmos Energy Corporation, Mid-Tex Division (Atmos) within the municipal boundaries of the city; and

WHEREAS, the Atmos Cities Steering Committee (ACSC) has historically intervened in Atmos rate proceedings and gas utility related rulemakings to protect the interests of municipalities and gas customers residing within municipal boundaries; and

WHEREAS, ACSC is participating in Railroad Commission dockets and projects, as well as court proceedings and legislative activities, affecting gas utility rates; and

WHEREAS, the City is a member of ACSC; and

WHEREAS, in order for ACSC to continue its participation in these activities which affects the provision of gas utility service and the rates to be charged, it must assess its members for such costs; NOW THEREFORE

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

I.

That the City is authorized to continue its membership with the Atmos Cities Steering Committee to protect the interests of the City of Arlington and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the City limits.

II.

The City is further authorized to pay its 2016 assessment to the ACSC in the amount of two and one-half cents ($0.025) per capita. The two and one-half cents ($0.025) per capita assessment for Arlington is $9,580.10. These funds are available in account 1000 61014.

III.

A copy of this Resolution and approved assessment fee payable to *"Atmos Cities Steering Committee"* shall be sent to:

David Barber
Atmos Cities Steering Committee
c/o Arlington City Attorney's Office, Mail Stop 63-0300
P.O. Box 90231
Arlington, Texas 76004-3231

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

_____
W. JEFF WILLIAMS, Mayor

ATTEST:

_____
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY _____

Staff Report

2016 Emergency Management Performance Grant	
City Council Meeting Date: 08-02-2016	Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution authorizing the application and acceptance of the 2016 Emergency Management Performance Grant (EMPG) in the amount of $53,856.20 from the Department of Homeland Security (DHS).

PRIOR BOARD OR COUNCIL ACTION

On July 26, 2005, City Council approved Resolution 05-471, authorizing the acceptance of FY 2005 EMPG in the amount of $42,758.00

On August 14, 2007, City Council approved Resolution 07-485, authorizing the acceptance of FY 2007 EMPG in the amount of $42,758.00

On August 3, 2010, City Council approved Resolution 10-208, authorizing the acceptance of FY 2010 EMPG in the amount of $46,179.00

On November 15, 2011, City Council approved Resolution 11-402, authorizing the acceptance of FY 2011 EMPG in the amount of $53,105.85

On November 06, 2012, Council approved Resolution 12-306, authorizing the acceptance of FY 2012 EMPG in the amount of $58,416.44

On September 17, 2013, Council approved Resolution 13-236, authorizing the acceptance of FY 2013 EMPG in the amount of $70,099.72

On September 16, 2014, Council approved Resolution14-227, authorizing the acceptance of FY 2014 EMPG in the amount of $73,127.32

On August 4, 2015, Council approved Resolution 15-149, authorizing the acceptance of FY 2015 EMPG in the amount of $54,824.50

ANALYSIS

The 2016 EMPG is designed to help state and local emergency managers develop, maintain and improve their emergency management capabilities, key components of a comprehensive national emergency management system for all hazards. Grant recipients must implement the National Incident Management System at the local level, incorporate pertinent information from the National Response Plan into local plans, and participate in the Texas Regional Response network to identify resources for mutual aid.

Grant funds provide a 50-50 match, up to the amount of the award, for eligible program costs, including salaries and operation expenses. Quarterly financial reports on all eligible expenses will be submitted to the Texas Division of Emergency Management as well as bi-annual progress reports.

FINANCIAL IMPACT

Funding for Emergency Management staff salaries is in the Emergency Management operating budget. Operating costs are in various supply, travel, training, and membership accounts. This grant will provide reimbursement to the City of Arlington for eligible expenses up to $53,856.20.

FY 2016	FY 2017	FY 2018
($53,856.20)	$0	$0

ADDITIONAL INFORMATION

Attached:	Resolution Notice of Sub recipient Grant Award 2016 EMPG Terms and Conditions
Under separate cover:	None
Available in the City Secretary's office:	None

STAFF CONTACT(S)

Don Crowson
Fire Chief
817-459-5501
don.crowson@arlingtontx.gov

Irish Hancock
Emergency Management Administrator
817-459-6941
irish.hancock@arlingtontx.gov

Resolution No. _____

A resolution authorizing the submission of a grant application to the Department of Homeland Security for the 2016 Emergency Management Performance Grant (EMPG) in the amount of $53,856.20 and authorizing the execution of documents relative to the submission and later acceptance of such grant

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

I.

That the City Manager or his designee is hereby authorized to submit a grant application to the Department of Homeland Security for funding assistance in the amount of $53,856.20 for the 2016 Emergency Management Performance Grant (EMPG). The 2016 Emergency Management Performance Grant is designed to help state and local emergency managers develop, maintain and improve their emergency management capabilities. Grant funds provide a 50-50 match, up to the amount of the award, for eligible program costs, including salaries and operation expenses. This grant will be directed towards funding 50% of the Emergency Management Coordinator's position and associated operational cost. Funding for Emergency Management staff salaries is in the Emergency Management operating budget account 220701-50001. Operating costs are in various supply, travel, training, and membership accounts in 220701.

II.

Further, the City Manager or his designee is hereby authorized to administer all matters relating to such grant or future grant opportunities and to execute all necessary applications, assurances, certifications, contracts and other documents relative to the grant(s).

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

TEXAS DEPARTMENT OF PUBLIC SAFETY
TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM)

NOTICE OF SUBRECIPIENT GRANT AWARD	
Program Title: FY 2016 Emergency Management Performance Grant	
DHS Instrument Number: 2016-EP-00011	
TDEM Grant Number: 16TX-EMPG-0165	
Administered By:	Texas Department of Public Safety Texas Division of Emergency Management P.O. Box 4087 Austin, Texas 78773-0220
SubRecipient:	**City of Arlington** **P.O. Box 90231-MS 01-0310** **Arlington, TX 76011-0000**
Amount of Grant:	**$53,856.20**
Period of Grant: October 1, 2015 to March 31, 2017	

The period of grant reflects a six (6) month **PROGRAMMATIC EXTENSION ONLY** to complete and close out your FY 16 EMPG grant year. Signing Acceptance of this document means that you accept and will comply with all requirements listed in the attached FY 2016 Terms and Conditions.

AGENCY APPROVAL	GRANT ACCEPTANCE
	Authorized Signature Required
W. Nim Kidd, CEM Assistant Director Texas Department of Public Safety Chief Texas Division of Emergency Management	Printed Name/Title:
Date: 06/29/2016	Date:

Return Signed Copy of This Page *within 45 days* to:
Texas Department of Public Safety
Texas Division of Emergency Management
Attention: Heather Baxter, Grant Technician
P.O. Box 4087
Finance and Grant Management MSC 0229
Austin, TX 78773-0220

2016 Emergency Management Performance Grant (EMPG)
Terms and Conditions

1. Purpose: The FY 2016 priority for this program is to advance "Whole Community" security and emergency management. Grant funds will be used to support local comprehensive emergency management programs to encourage improvement of mitigation, preparedness, response, and recovery capabilities for all hazards. Funding may be used to support activities that contribute to the capability to manage consequences from acts of terrorism. Funds provided may also be used to accomplish initiatives described in the Federal Program Guidelines, including local implementation of the National Incident Management System (NIMS), incorporation of appropriate references to the National Response Framework (NRF) into local plans, homeland security assessment and strategy integration, and assessment of local emergency management program using Emergency Management Assessment Program (EMAP) standards.

2. Grant Conditions: Identify the source of funding under which this award is funded and reference the government code. The federal grant terms and conditions are located at: http://www.fema.gov/media-library/assets/documents/92248

3. Grant Acceptance: Notice of Subrecipient Grant Award remains an offer until the signed copy of the Acceptance of Subrecipient Grant Award is received by the Department of Public Safety in accordance with the instructions provided in the transmittal letter.

4. Work to Be Performed: The approved FY 2016 Statement of Work and Progress Report template outlines eight tasks that the grantee must perform during the grant period. The following additional tasks are also required of Subrecipients:

A. Implement (NIMS) at the local level.

B. Incorporate pertinent information concerning NRF into the local or inter-jurisdictional emergency management plan and its annexes.

C. Subrecipients must have a tracking system of record to organize and coordinate resources in response to incidents.

D. During the performance period of this grant, Subrecipient must maintain an emergency management plan at the Advanced Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (TDEM). This may be accomplished by jurisdictions maintaining their own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in the Subrecipient's plan, Subrecipients will correct deficiencies within sixty (60) days of receiving notice of such deficiencies from TDEM.

E. Subrecipients must maintain an updated inventory of equipment purchased through this grant program in accordance with Uniform Grant Management Standards – III, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C-Post-Award Requirements, Reports,

Records, Retention, and Enforcement, Equipment and the Department of Homeland Security (DHS), Office of Grant Operations Financial Management Guide.

F. The Subrecipient agrees that any equipment purchased with funds through this grant program shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security." Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

5. Grant Funding: Lists the amount of funding for this award. The amount of this grant may be less than the amount requested in your Application for Federal Assistance due to limits on federal funding for the EMPG program. However, EMPG grant recipients should continue to report all eligible expenses in quarterly financial reports. In the event additional program funding becomes available from the federal government or unspent EMPG funds remain at the end of the fiscal year, TDEM may be able to allocate additional funding to EMPG program participants.

6. Financial and Administrative Requirements: In Accordance with 44 Code of Federal Regulations (CFR) Part 13, Subrecipient agrees to comply with the applicable financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide located at http://www.ojp.usdoj.gov/financialguide/.

A. All emergency management program costs for which the Subrecipient seeks reimbursement must be eligible in accordance with Office of Management and Budget (OMB) Circular A-87, Cost Principles or State, Local, and Indian Tribal Governments. A copy of that document is available at: http://www.whitehouse.gov/omb/circulars.

B. Subrecipient will comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. http://www.whitehouse.gov/omb/circulars_default

C. When implementing Federal Emergency Management Agency (FEMA) National Preparedness Directorate funded activities; the Subrecipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. The Subrecipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting FEMA funded activities.

D. Subrecipient will assist the awarding agency (if necessary) in assuring compliance with the National Historic Preservation Act of 1966 Section 106 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321). (Federal Assurance).

E. Subrecipient agrees to make no request for reimbursement for goods or services procured by the Subrecipient either prior to the start of the period of performance stated in this award document or after the end of the period of performance.

F. Notwithstanding any other provisions of this document, the parties understand and agree that the obligations of TDEM under this Agreement are contingent upon the availability of adequate funds to meet TDEM's liabilities. TDEM shall not be liable to the Subrecipient for costs under this Agreement that exceed the amount specified in the Notice of Subrecipient Grant Award.

7. Single Audit Act Requirements: If Subrecipient has expenditures in excess of $750,000 in federal funds of all types within a single fiscal year, it must have an audit performed in accordance with the Single Audit Act as amended. Subrecipient agrees to comply with the audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations.

8. Reporting Requirements: Subrecipient agrees to comply with all reporting requirements and shall provide such information as required by TDEM. Reporting requirements are found in the *2016 Local Emergency Management Performance Grant (EMPG) Guide*. Subrecipients may be required to submit additional information and data requested by TDEM and after the end of the period of performance in order to close out the grant. A copy of the *2016 Local Emergency Management Performance Grant (EMPG) Guide* can be found on the TDEM website at: http://www.txdps.state.tx.us/dem/CouncilsCommittees/EMPG/empgCurrentGuide.pdf.
Subrecipient must prepare and submit Semi-Annual Progress Reports to TDEM for the duration of the grant performance period or until all grant activities are completed and the grant is formally closed. The first performance reporting period is October 1 to March 31 (progress report due April 15) and the second reporting period is April 1 to September 30 (progress report due October 15). Subrecipient may also be required to submit additional information and data as requested by TDEM.

9. Review of Work and Expenditures: TDEM may review the work of the Subrecipient with respect to approved program tasks and expenditures for which reimbursement is requested to ensure the federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of this contract or grant agreement and that performance goals are achieved. These reviews may include, without limitation: comparing actual Subrecipient activities to those approved in the sub-award application and subsequent modifications if any; ensuring that grant funds have been expended in accordance with applicable guidelines; confirming compliance with grant assurances, and verifying information provided on performance reports and payment requests. **EMPG grant funds cannot be matched with any other federal funds.**

10. Lobbying:

A. As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the Subrecipient certifies that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3) The Subrecipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

11. Debarment, Suspension, and other Responsibility Matters:

A. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 (Federal Certification).

B. The Subrecipient certifies that it and its principals and vendors:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Subrecipients can access debarment information by going to www.epls.gov.

2) Have not, within a three-year period preceding this application, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

4) Have not, within a three-year period preceding this application, had one or more public transactions (Federal, State, or local) terminated for cause or default.

C. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application (Federal Certification).

12. Monitoring:

A. Subrecipient will provide TDEM, State Auditor, DHS personnel or their authorized representative, access to and the right to examine all paper or electronic records related to financial assistance.

B. Subrecipient agrees to monitor their program to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that the performance goals are achieved.

C. TDEM may perform periodic reviews of Subrecipient performance of eligible activities and approved projects. These reviews may include, without limitation: performance of an on-site audit and compliance monitoring, including inspection of all grant-related records and items, comparing actual Subrecipient activities to those approved in the sub-award application and subsequent modifications if any, ensuring that advances have been disbursed in accordance with applicable guidelines, confirming compliance with grant assurances, verifying information provided in performance reports and reviewing payment requests, needs and threat assessments and strategies.

D. Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA National Preparedness Directorate.

E. The Subrecipient official certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

13. Reimbursement for Expenses:

Reimbursement for expenses incurred during the second and fourth quarter of Fiscal Year 2016 will not be disbursed until TDEM receives the first and second semi-annual EMPG Progress Reports, which are due on April 15, and October 15, respectively.

14. Choice of Law: This agreement shall be construed and governed by Texas law.

15. Changes to the Law: DPS is a state agency whose authority and appropriations are subject to the actions of the Texas Legislature and the United States Congress. If DPS and/or the subject matter of this contract become subject to a legislative or regulatory change, revocation of statutory or regulatory authority, or lack of funds that would render the services and/or goods and/or payment to be provided under this agreement impossible, unnecessary, void, or substantially amended, DPS may terminate this agreement without penalty to, or any liability whatsoever on the part of, DPS, the State of Texas, or the United States. This contract does not grant vendor a franchise or any other vested property right.

16. Written Modification: No modification or amendment to this Agreement shall become valid unless in writing and signed by both parties.

17. To the extent it applies, Subrecipient shall comply with Texas Government Code, Chapter 783, 1 Texas Administrative Code (TAC) §§ 5.141 *et seq.*, and the Uniform Grant Management Standards, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart B, §_14.

18. To the extent it applies, Subrecipient shall comply with the General Appropriations Act, 80th Legislature, Article IX, Part 17.

19. TDEM may suspend or terminate sub-award funding, in whole or in part, or other measures may be imposed for any of the following reasons: failing to comply with the requirements or statutory objectives of federal law, failing to make satisfactory progress toward the goals or objectives set forth in the sub-award application, failing to follow grant agreement requirements or special conditions, failing to submit required reports, or filing a false certification or other report or document. Satisfactory progress is defined as accomplishing the following during the performance period of the grant: requesting federal funds for purchases, training, etc. and deciding what purchases will be made, ordering the equipment, ensuring the equipment is shipped and received, and training is accomplished with the equipment (or readied for deployment). All of the aforementioned tasks must be accomplished in a timely manner. **Special Conditions may be imposed on Subrecipient's use of grant funds until problems identified during grant monitoring visits conducted by TDEM audit and compliance personnel are resolved.**

Staff Report

Canine Police Service Grant	
City Council Meeting Date: 08-02-16	Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution authorizing the application and acceptance, if awarded, of funds from the Office of the Governor's Criminal Justice Division for purchase of one Police Service Dog and related equipment in the amount of $21,155.50.

PRIOR BOARD OR COUNCIL ACTION

Council approved a similar grant on May 15, 2012 via Resolution #12-088.

ANALYSIS

The police department currently has a canine unit with three police service dogs to service four patrol districts. The canine unit is highly specialized and offers city-wide deployment to officers in high-risk situations including building searches, suspect apprehension for armed or violent offenders, and lost or missing persons. The mere presence of a police service dog enhances police officer safety and serves as a deterrent to further escalation in volatile situations.

Funds from the grant would replace a canine who recently passed to function in a dual role for narcotics detection and apprehension.

FINANCIAL IMPACT

If awarded, this grant will provide $21,155.50 to cover the purchase of a police canine dog, initial medical expenses, food, and related equipment. No cash match by the City is required.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Will Johnson	Jeff Matthews
Police Chief	Deputy Chief, West Police District
817-459-5702	817-459-6042
Will.Johnson@arlingtontx.gov	Jeff.Matthews@arlingtontx.gov

Resolution No. _____

A resolution authorizing the application and acceptance of a grant from the Office of the Governor, Criminal Justice Division in the amount of $21,155.50 for one police service dog and related equipment

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

I.

That the Deputy City Manager is hereby authorized to submit a grant application to the Office of the Governor, Criminal Justice Division for funding in the amount of $21,155.50 for the purchase of one police service dog, initial medical expenses, food, and related equipment. The Deputy City Manager is given the power to apply for, accept, reject, alter, or terminate this grant. No cash match by the City is required.

II.

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

III.

In the event of loss or misuse of any Criminal Justice Division funds awarded to the City under this grant application, the City of Arlington assures that the awarded grant funds will be returned to the Criminal Justice Division in full.

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

_____
W. JEFF WILLIAMS, Mayor

ATTEST:

_____
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY _____

Staff Report

City of Arlington Local Marker Program Nomination	
City Council Meeting Date: 8/2/2016	Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution designating the following sites as Arlington Landmarks of special historical, architectural, or cultural significance, and authorizing the installation of a local marker at the Historic Cemeteries on Arkansas Lane (509 W. Arkansas Lane).

PRIOR BOARD OR COUNCIL ACTION

On March 9, 2010, City Council designated three sites as Arlington Landmarks and authorized the installation of local markers by a vote of 9-0-0.

On August 3, 2010, City Council designated ten sites as Arlington Landmarks and authorized the installation of local markers by a vote of 9-0-0.

On June 8, 2013, City Council designated two sites as Arlington Landmarks and authorized the installation of local markers by a vote of 9-0-0.

On March 4, 2014, City Council designated two sites as Arlington Landmarks and authorized the installation of local markers by a vote of 8-0-0.

On December 16, 2014, City Council designated four sites as Arlington Landmarks and authorized the installation of local markers by a vote of 9-0-0.

On August 25, 2015, the City Council designated two sites as Arlington Landmarks and authorized installation of local markers by a vote of 7-0-0.

On November 12, 2015, the Landmark Preservation Commission approved two nominations for Arlington Landmarks by a vote of 8-0-0.

On December 10, 2015, the Landmark Preservation Commission approved one nomination for Arlington Landmarks by a vote of 5-0-0.

On January 26, 2016, the City Council designated three sites as Arlington Landmarks and authorized installation of local markers by a vote of 9-0-0.

On June 9, 2016, the Landmark Preservation Commission approved one nomination for an Arlington Landmark by a vote of 7-0-0.

ANALYSIS

At the direction of City Council, the Landmark Preservation Commission developed a process for the designation of Arlington Landmarks and the creation of a local marker program. When the program started in September 2009, the focus was on high priority historic resources within the original town boundaries. The program has since been expanded to include sites throughout Arlington.

The Landmark Preservation Commission reviewed the following applications and recommends their approval:

1) Historic Cemeteries on Arkansas Lane (509 W. Arkansas Lane)

FINANCIAL IMPACT

This program has no impact on the General Fund. Grant funding of $6,564.83 for the installation of local markers remains in account 121201 61002 124119.

ADDITIONAL INFORMATION

Attached:	Resolution Map of Arlington Landmark Nominations
Under separate cover:	None
Available in the City Secretary's office:	None

STAFF CONTACT(S)

Lyndsay Mitchell, AICP	Sarah Stubblefield
Planning Manager	Senior Planner | Historic Preservation Officer
Community Development & Planning	Community Development & Planning
817-459-6653	817-459-6566
Lyndsay.Mitchell@arlingtontx.gov	Sarah.Stubblefield@arlingtontx.gov

Resolution No. 16-_____

A resolution designating the following locations as Arlington Landmarks and authorizing the installation of local markers: 1) Historic Cemeteries on Arkansas Lane (509 W. Arkansas Lane).

WHEREAS, at the direction of City Council, the Landmark Preservation Commission developed a Local Marker Program to recognize local landmarks and sites that have significance in the history of Arlington, and to make these landmarks and sites easy to locate and recognize so that residents and visitors alike may visit and enjoy them; and

WHEREAS, the City Council has approved twenty Arlington Landmark nominations since 2010; and

WHEREAS, the Landmark Preservation Commission received and reviewed one new Arlington Landmark nomination at its June 9, 2016 meeting; and

WHEREAS, the Landmark Preservation Commission voted unanimously to approve said application and submit it to the City Council for approval; NOW, THEREFORE

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

I.

That the City Council hereby designates the following locations as Arlington Landmarks and authorizes the installation of local markers:

1) Historic Cemeteries on Arkansas Lane (509 W. Arkansas Lane)

II.

Grant funding for the installation of local markers has already been budgeted and is available from Arlington Tomorrow Foundation account 121201 61002 124119.

PRESENTED AND PASSED on this the 2nd day of August, 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:

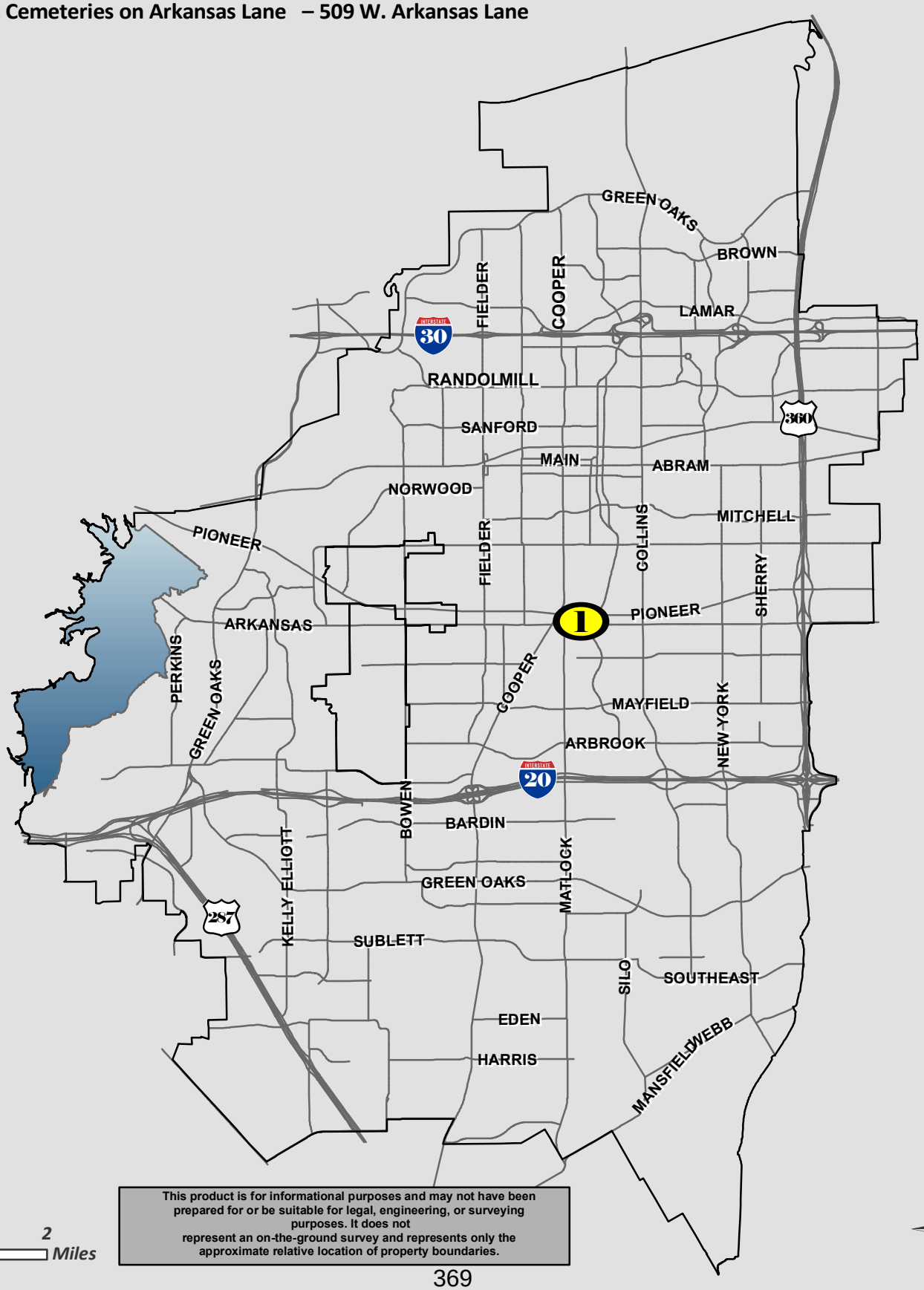
_____
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY_____

Nomination for Arlington Landmarks
August 2, 2016

1. **Historic Cemeteries on Arkansas Lane – 509 W. Arkansas Lane**



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Staff Report

Ratification of the Purchase of Real Property - Tarrant County Constable - 1707 and 1708 New York Avenue	
City Council Meeting Date: 08/2/16	Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution ratifying the purchase of fee simple property rights for property located at 1707 and 1708 New York Avenue, Arlington, Texas.

PRIOR BOARD OR COUNCIL ACTION

None

ANALYSIS

On March 1, 2016, 6.1468 acres of fee simple property rights were purchased at a tax foreclosure sale located at the Tarrant County Court House in Fort Worth Texas. The properties are located at 1707 and 1708 New York Avenue, Arlington Texas. Both properties were bought for a total bid price of $342,000, of which, approximately $60,962 was owed in City of Arlington back taxes. At this time, the City plans to facilitate redevelopment efforts for these two properties.

FINANCIAL IMPACT

Funds for the bid/purchase were used from the Innovation Venture Capital Account Number 3098-910401-61002.

ADDITIONAL INFORMATION

Attached:	Resolution
Under Separate Cover:	None
Available in the City Secretary's office:	None

STAFF CONTACTS

Stuart Young	John M. Dugan, AICP
Real Estate Manager	Director
Community Development and Planning	Community Development and Planning
817-459-6581	817-459-6527
Stuart.Young@arlingtontx.gov	John.Dugan@arlingtontx.gov

Resolution No. _____

A resolution ratifying the purchase of fee simple property rights in approximately 6.1468 acres of land addressed as 1707 and 1708 New York Avenue and being located within the City of Arlington, Tarrant County, Texas

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

I.

That the purchase of fee simple property rights in approximately 6.1468 acres of land addressed as 1707 and 1708 New York Avenue, the same being located within the City of Arlington, Tarrant County, Texas, is hereby ratified for all purposes.

II.

That this Resolution shall be effective from and after its passage and approval by the Mayor in accordance with law and the provisions of the Charter of the City of Arlington, and it is, accordingly, so resolved.

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

_____
W. JEFF WILLIAMS, Mayor

ATTEST:

_____
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY_____

Staff Report

South Apron Taxilane Reconstruction Grant	
City Council Meeting Date: 8-2-16	Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution authorizing the City Manager or his designee to negotiate and execute a federal grant agreement from the Texas Department of Transportation (TxDOT) Aviation Division of Austin, Texas in the approximate amount of $853,800 for the South Taxilane Reconstruction Project and authorize the execution of any and all documents necessary for the application or approval of such grant. The City's estimated 10% share is $85,380, and funds are available in Account 358501-51440499-63125.

PRIOR BOARD OR COUNCIL ACTION

On June 26, 1990, Council approved Resolution 90-353 and authorized the City Manager or his designee to execute all contracts, agreements and authorizations relative to financial assistance from the Federal Aviation Administration, and the Texas Department of Aviation, for the implementation of improvements at the Arlington Municipal Airport.

On April 30, 1991, Council approved Resolution 91-246 and authorized the City Manager or his designee to execute a contract for the construction of an aircraft parking apron and an airport perimeter fence to Orval Hall Excavating Company.

On September 24, 1991, Council approved Resolution 91-605 and authorized the approval of Change Order No. Two to the contract with Orval Hall Excavating Company relative to the construction of a south Aircraft parking apron, stub taxiway and the installation of perimeter fencing at the Arlington Municipal Airport. (Change Order No. One did not require Council approval.)

ANALYSIS

The 2014 Pavement Analysis Report, prepared by KSA Engineers, found a high percentage of longitudinal and transverse cracking in the asphalt taxilanes adjacent to the south apron. The report recommended that these taxilanes be reconstructed due to their location and relatively high traffic volume.

The project was included in the 2015 Airport Development Plan. TxDOT Aviation is offering a grant to cover 90% of the estimated $853,800 cost to reconstruct the taxilanes, and replace the asphalt surfaces with concrete. The City's estimated 10% share is $85,380, and funds are available in Account 358501-51440499-63125.

FINANCIAL IMPACT

FY 2016	FY 2017	FY 2018
$85,380	-0-	-0-

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Karen VanWinkle
Airport Manager
817-459-5559
karen.vanwinkle@arlingtontx.gov

Resolution No. _____

A resolution authorizing the negotiation and execution of a Grant Agreement with the Texas Department of Transportation for the South Apron Taxilane Reconstruction Project in the estimated amount of $853,800

WHEREAS, the City intends to make certain improvements to the Arlington Municipal Airport; and

WHEREAS, the general description of the project is described as: rehabilitate and repair taxiway and taxilane pavements; and

WHEREAS, the City intends to request financial assistance from the Texas Department of Transportation for these improvements; and

WHEREAS, the City names the Texas Department of Transportation as its agent for the purposes of applying for, receiving and disbursing all funds for these improvements and for the administration of contracts necessary for the implementation of these improvements; and

WHEREAS, the City will be responsible for ten percent (10%) of the project's Engineering, Design, Airfield Pavement Rehabilitation and Repair total construction costs currently estimated to be $85,380; NOW THEREFORE

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

I.

That the City Manager or his designee is hereby authorized to execute on behalf of the City, at the appropriate time, and with the appropriate authorizations of this governing body, all contracts and agreements with the State of Texas, represented by the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the improvements to the Arlington Municipal Airport. If the grant is approved, funds for the City's ten percent share are estimated to be $85,380 and are available in Account 358501-51440499-63125.

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 Madin

Staff Report

Zoning Case PD14-9R (Legends Express Car Wash)	
City Council Meeting Date: 8-2-16	Document Being Considered: Ordinance

RECOMMENDATION
Following the public hearing, consider Zoning Case PD14-9R, with a Development Plan.

PRIOR BOARD OR COUNCIL ACTION
On October 15, 2014, the Planning and Zoning Commission recommended approval of PD14-9, a planned development for community commercial uses plus a carwash, with the following stipulation, by a vote of 9-0-0: exclude gasoline sales, pawn shop, and second-hand goods store uses from the PD.

On November 4, 2014, the City Council approved PD14-9 first reading by a vote of 9-0-0.

On November 18, 2014, the City Council approved PD14-9 second reading by a vote of 7-0-0.

On April 20, 2016, the Planning and Zoning Commission recommended approval of PD14-9R by a vote of 9-0-0, with the following stipulations:

1. The enclosure wall surrounding the outside run will match the materials of the primary structure
2. A shade structure will be provided to cover the outside run.

On May 10, 2016, the City Council continued first reading by a vote of 9-0-0.

ANALYSIS
Request
The applicant requests to revise the PD on approximately 3.002 acres addressed at 5521, 5523, and 5525 South Cooper Street, and generally located north of West Nathan Lowe Road and east of South Cooper Street.

Current zoning: Planned Development (PD) for Community Commercial (CC) uses plus a Car Wash, with a Development Plan

Requested zoning: Planned Development (PD) for Community Commercial (CC) uses plus a Car Wash and a commercial kennel with an outside run, with a Development Plan

The subject site consists of three undeveloped lots, one fronting on South Cooper Street and the other two behind it, to the east. The total area of the site is just over three acres. Through this PD revision, the applicant proposes to allow an outside run for a commercial kennel. CC zoning allows for a commercial kennel; however, it includes a condition of no outside run.

Adjacent Land Uses
The subject site is surrounded by other commercial properties. To the north is a Firestone Master Car Care Service Center zoned Planned Development (PD) for Community Commercial (CC) uses plus auto parts accessory sales and service. To the south is a Discount Tire store also zoned Planned Development (PD) for Community Commercial (CC)

uses plus auto parts accessory sales and service. To the east are the Arlington Skatium and ASI Gymnastics center zoned Light Industrial (LI), and to the west across South Cooper Street are medical and general business offices zoned Community Commercial (CC).

Development Plan
The applicant is proposing to add an outside run to the proposed commercial kennel use shown on the existing development plan. The applicant proposes to encase the outside run with an eight-foot tall masonry wall and screen the wall with shrubs surrounding it that will grow to at least six feet tall. It will also be covered so that the area is shaded from direct sunlight. The outside run is proposed to be utilized during the hours of 9 am to 3 pm. The other uses surrounding the lot are a skating rink, gymnastics center, two auto repair shops, and carwash, which would be minimally impacted by this addition.

The facility is proposed to be approximately 12,000-square-feet. It will comply with the Commercial Design Standards of the Unified Development Code (UDC). The development will also incorporate similar elements of the car wash building being constructed on the lot adjacent to South Cooper Street with regards to building materials and style to embody a unified development. This includes multiple windows along the front façade, an articulated entrance encased in accent materials of stone or marble tiles, and trim caps along to roofline.

Comprehensive Plan
The proposed revision to the existing PD is to allow the use of outside run for a commercial kennel, which is not permitted under the current PD. The 2015 Comprehensive Plan, *99 Square Miles*, contains goals to develop high-quality residential neighborhoods along with low-intensity commercial development that provides convenient neighborhood services to residents who live there. Due to the lack of residential uses on the surrounding properties and the neighborhood convenience use provided by allowing outside runs with a commercial kennel, the proposed amendment to the PD is in general conformance with the Comprehensive Plan and other relevant plans.

FINANCIAL IMPACT
None

ADDITIONAL INFORMATION

Attached:	Ordinance with Exhibits A and B Case Information with P&Z Summary Development Plan (6 pages) Continuance Request
Under separate cover:	None
Available in the City Secretary's office:	None

STAFF CONTACTS

Jennifer Pruitt, AICP, LEED AP
Planning Manager, Land Development
Community Development and Planning
817-459-6138
Jennifer.Pruitt@arlingtontx.gov

Nathaniel Barnett, AICP
Senior Planner
Community Development and Planning
817-459-6670
Nathaniel.Barnett@arlingtontx.gov

Ordinance No. _____

An ordinance changing the zoning classification on certain property known as 5521, 5523, and 5525 South Cooper Street to Planned Development (PD) for Community Commercial (CC) uses plus a car wash and an outside run for a commercial kennel, with a Development Plan; amending the Zoning District Map accordingly; authorizing the building official to issue permits upon the effective date; providing for a fine of up to $2,000.00 for each violation; providing this ordinance be cumulative; and providing for severability, governmental immunity, injunctions, publication, and an effective date.

WHEREAS, after notice and public hearing the Planning and Zoning Commission heard and recommended approval of Zoning Case PD14-9R on April 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 5521, 5523, and 5525 South Cooper Street, described in Exhibit A, is hereby changed to Planned Development (PD) for Community Commercial (CC) uses plus a car wash and an outside run for a commercial kennel, with a Development Plan, by the approval of PD14-9R, and the Zoning District Map shall be amended to reflect the zoning change made by this ordinance. Development and use of the property shall be in compliance with this ordinance and the attached Development Plan.

2.

The Building Official is hereby authorized and directed to issue permits in compliance with this ordinance, including all exhibits attached to this ordinance, immediately after the effective date of this ordinance. In the event of a conflict between the provisions in Exhibit B and the provisions in any other exhibit, the provisions in Exhibit B control.

3.

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

4.

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

5.

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

6.

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

7.

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

8.

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

9.

This ordinance shall become effective upon second publication.

PRESENTED AND GIVEN FIRST READING on the 10th day of May, 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 _____

PD14-9R
EXHIBIT "A"

BEING approximately 3.002 acres of land with frontage on South Cooper Street and is commonly known as Lots 64A2R1, 64A2R2, and 64A3, of the William Stephens Addition, an addition to the City of Arlington, Texas;

AND being generally located north of West Nathan Lowe Road and east of South Cooper Street, with the approximate address being 5521, 5523, and 5525 South Cooper Street.

PD14-9R
EXHIBIT "B"

1. The zoning of this site is PD (Planned Development) for Community Commercial (CC) uses plus a car wash and an outside run for a commercial kennel, with a Development Plan.

2. The following uses shall not be allowed in this PD; gasoline sales, pawn shop, and second-hand goods store.

3. Lot 64A2R1 will include a car wash use.

4. Lots 64A2R2 and 64A3 will include Community Commercial (CC) uses such as a commercial kennel with an outside run, office, and retail.

5. The exterior building materials for the car wash shall consist of brick, stone, and marble tiles.

6. There shall be no canopies for the parking spaces in front of the building as seen from South Cooper Street.

7. The enclosure wall for the outside run of the commercial kennel shall match the materials of the primary structures within the PD.

8. There shall be a shade structure built over the outside run of the commercial kennel to ensure the outside run is protected from the sun.

9. In addition to complying with the non-residential design standards of the Unified Development Code (UDC), the buildings on Lots 64A2R2 and 64A3 shall also incorporate similar materials and complementary design to the car wash building.

10. Lots 64A2R2 and 64A3 shall incorporate the same type of landscaping as Lot 64A2R1 as part of the unified development.

11. A row of trees shall be planted on lot 64A2R2 between the proposed office/retail buildings and the carwash to create a natural buffer between the uses.

12. Use and development of the property shall be in compliance with the Development Plan.

13. In the event of a conflict between the provisions in this Exhibit B and any other exhibits to this ordinance, the provisions of Exhibit B control.

Case Information

Applicant: Cobb, Fendley & Associates represented by Scott Maynor

Property Owner: Amicus Development Group LLC represented by Ronnie Corbin and Buxton Arlington Pet LLC (Buxton Holding) represented by Bryan Spain

Sector Plan: Southeast

Council District: 2

Allowable Uses: All uses as itemized in attachment ii.

Development History: The subject site is currently platted as Lots 64A2R1, 64A2R2, and 64-A3 of the William Stephens Addition.

Previous zoning cases in the general vicinity in the past five years include:

Case No.	Location	Request	Disposition
PD14-9	Subject Site	Planned Development for Carwash	Approved

Transportation: The proposed development has one point of access. The point of access is from South Cooper Street.

Thoroughfare	Existing	Proposed
South Cooper Street	120-foot, 6-lane divided major arterial	120-foot, 6-lane divided major arterial

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

Water & Sewer: Water is available from a six-inch water line that has been extended to the property from West Nathan Lowe Road, from a six-inch water line located to the north of lot 64A3 in a utility easement on lot 48R1, and from a 24-inch water line in South Cooper Street. Sanitary Sewer is available from a six-inch sanitary sewer line that has been extended to the property from West Nathan Lowe Road, from a six-inch sanitary sewer line located to the north of lot 64A3 in a utility easement on lot 48R1 and from a six-inch sanitary sewer line in South Cooper Street.

Case Information

Drainage: The site is located within the Rush Creek drainage basin. No portion of the site is located in a FEMA 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 9, located at 909 Wimbledon Drive, provides protection to this site. The estimated fire response time is less than five minutes, which is in keeping with recommended standards.

School District: Arlington Independent School District.

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

Notices Sent:

Neighborhood Associations:

ACTION North Arlington
AISD
Arlington Alliance for Responsible Government
Arlington Neighborhoods
Deerwood Park Home Owner's Association
East Arlington Review
Emerald Park Neighborhood Organization
Estates Above Wimbledon Home Owner's Association
Fannin Farm Home Owner's Association
Far South Arlington Neighborhood Association
Forest Hills Home Owner's Association
Harold Patterson Community Association
Northern Arlington Ambience
Summerwood Community Watch
SWAPO (Southwest Arlington Property Owners)
Turf Club Estates
WeCan (West Citizen Action Network)
Wimbledon Addition Home Owner's Association
Wimbledon on the Creek

Property Owners: 13
Letters of Support: 0
Letter of Opposition: 0

PLANNING AND ZONING COMMISSION SUMMARY:

Public Hearing: April 20, 2016

Zoning Case PD14-9R (Legends Express Car Wash – 5521 South Cooper Street)

Case Information

Application to change the zoning on approximately 1.786 acres. from Planned Development (PD) for Community Commercial (CC) uses plus a carwash, with a Development Plan to Planned Development (PD) for Community Commercial (CC) uses plus a carwash and a commercial kennel with an outside run, with a Development Plan; generally located north of West Nathan Lowe Road and east of South Cooper Street.

Present to speak in support of this case was Scott Maynor, 2801 Network Boulevard, Suite 800, Frisco, 75034.

Commissioner McAlister moved to Approve Zoning Case PD14-9R with the following stipulations:

- The enclosure wall surrounding the outside run will match the materials of the primary structure
- A shade structure will be provided to cover the outside run.

Seconded by Commissioner Myers, the motion was approved by a vote of 9-0-0.

APPROVED

Itemized Allowable Uses

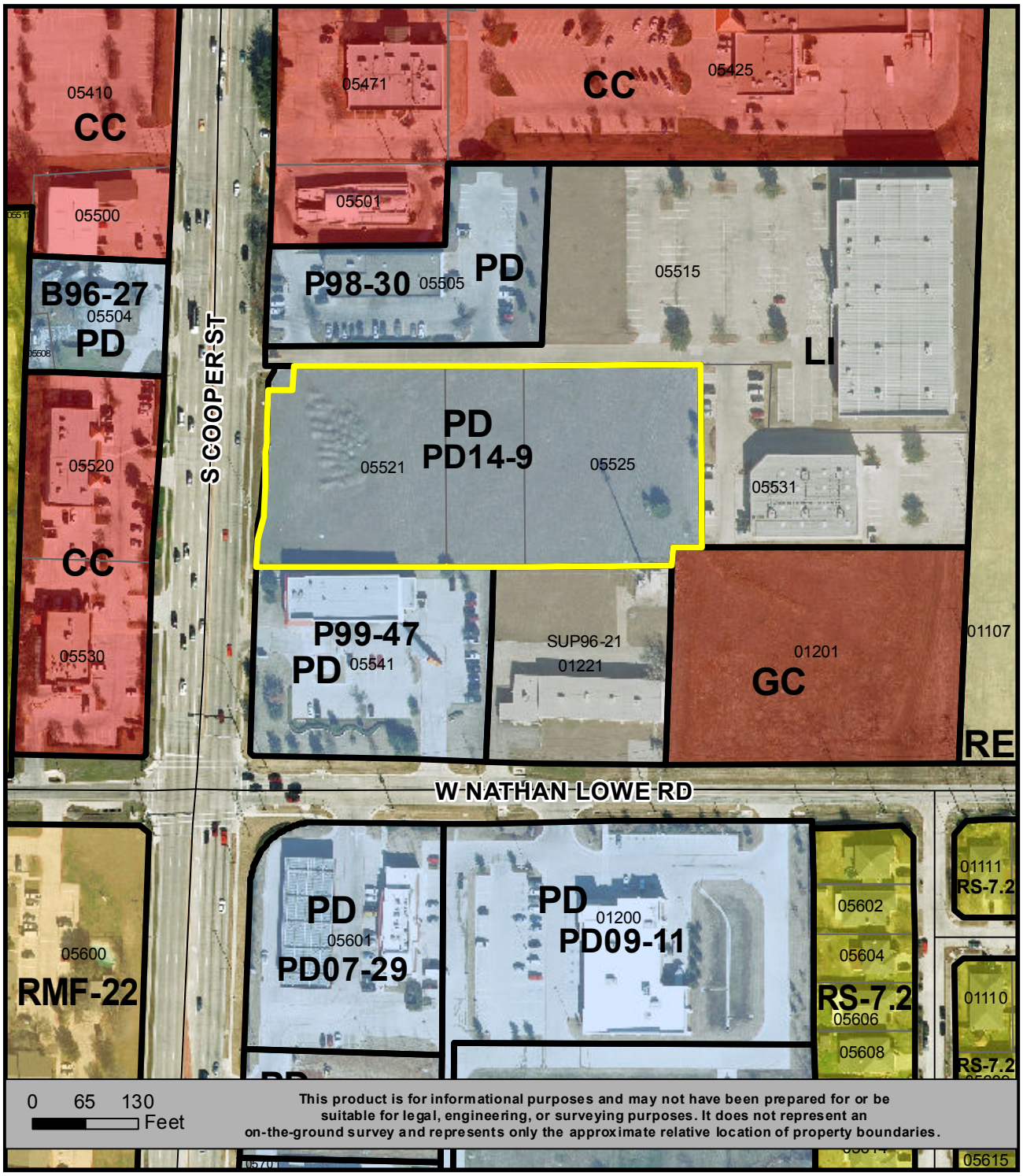
Allowable Uses:

Planned Development (PD) for all Community Commercial (CC) uses plus a car wash and a commercial kennel with an outside run, 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, Kennel/commercial with an outside run, and car wash.

Specific Use Permit – Halfway House, Hospital/psychiatric, Hotel/limited service, Residence hotel, Bail bond service, Banquet hall, Billiard 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 - 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
PD14-9R

AMENDMENT TO PD
1.786 ACRES

N
W E
S

Prepared: 3-23-2016 iii-1 **NB**

PD14-9R

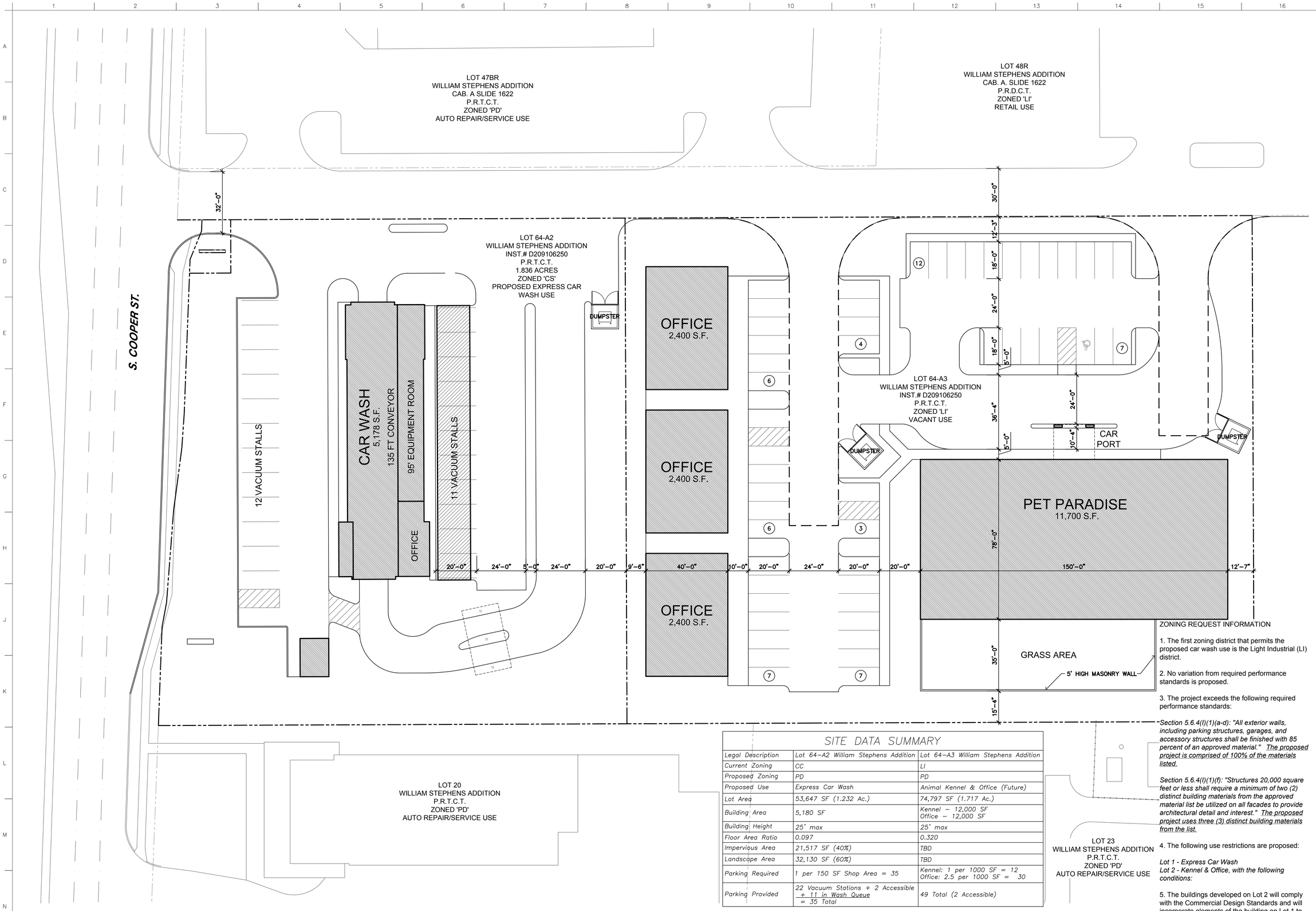
North of West Nathan Lowe Road and east of South Cooper Street

View of subject site. View east.

View of adjacent commercial uses located north of the subject site. View north.

View of adjacent commercial use as seen from the subject site. View south.

View of adjacent commercial uses located east of the subject site. View east.



SITE DATA SUMMARY

Legal Description	Lot 64–A2 William Stephens Addition	Lot 64–A3 William Stephens Addition
Current Zoning	CC	LI
Proposed Zoning	PD	PD
Proposed Use	Express Car Wash	Animal Kennel & Office (Future)
Lot Area	53,647 SF (1.232 Ac.)	74,797 SF (1.717 Ac.)
Building Area	5,180 SF	Kennel – 12,000 SF Office – 12,000 SF
Building Height	25' max	25' max
Floor Area Ratio	0.097	0.320
Impervious Area	21,517 SF (40%)	TBD
Landscape Area	32,130 SF (60%)	TBD
Parking Required	1 per 150 SF Shop Area = 35	Kennel: 1 per 1000 SF = 12 Office: 2.5 per 1000 SF = 30
Parking Provided	22 Vacuum Stations + 2 Accessible + 11 in Wash Queue = 35 Total	49 Total (2 Accessible)

ZONING REQUEST INFORMATION

1. The first zoning district that permits the proposed car wash use is the Light Industrial (LI) district.

2. No variation from required performance standards is proposed.

3. The project exceeds the following required performance standards:

Section 5.6.4(I)(1)(a-d): "All exterior walls, including parking structures, garages, and accessory structures shall be finished with 85 percent of an approved material." The proposed project is comprised of 100% of the materials listed.

Section 5.6.4(I)(1)(f): "Structures 20,000 square feet or less shall require a minimum of two (2) distinct building materials from the approved material list be utilized on all facades to provide architectural detail and interest." The proposed project uses three (3) distinct building materials from the list.

4. The following use restrictions are proposed:

Lot 1 - Express Car Wash
Lot 2 - Kennel & Office, with the following conditions:

5. The buildings developed on Lot 2 will comply with the Commercial Design Standards and will incorporate elements of the building on Lot 1 to create a unified development.

N1 **SITE PLAN**
SCALE: 1"=20'-0"

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ARCHITECTURE
INTERIORS
CONSTRUCTION
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972-691-7731 FAX
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ARLINGTON, TEXAS

A NEW CAR WASH FACILITY FOR:

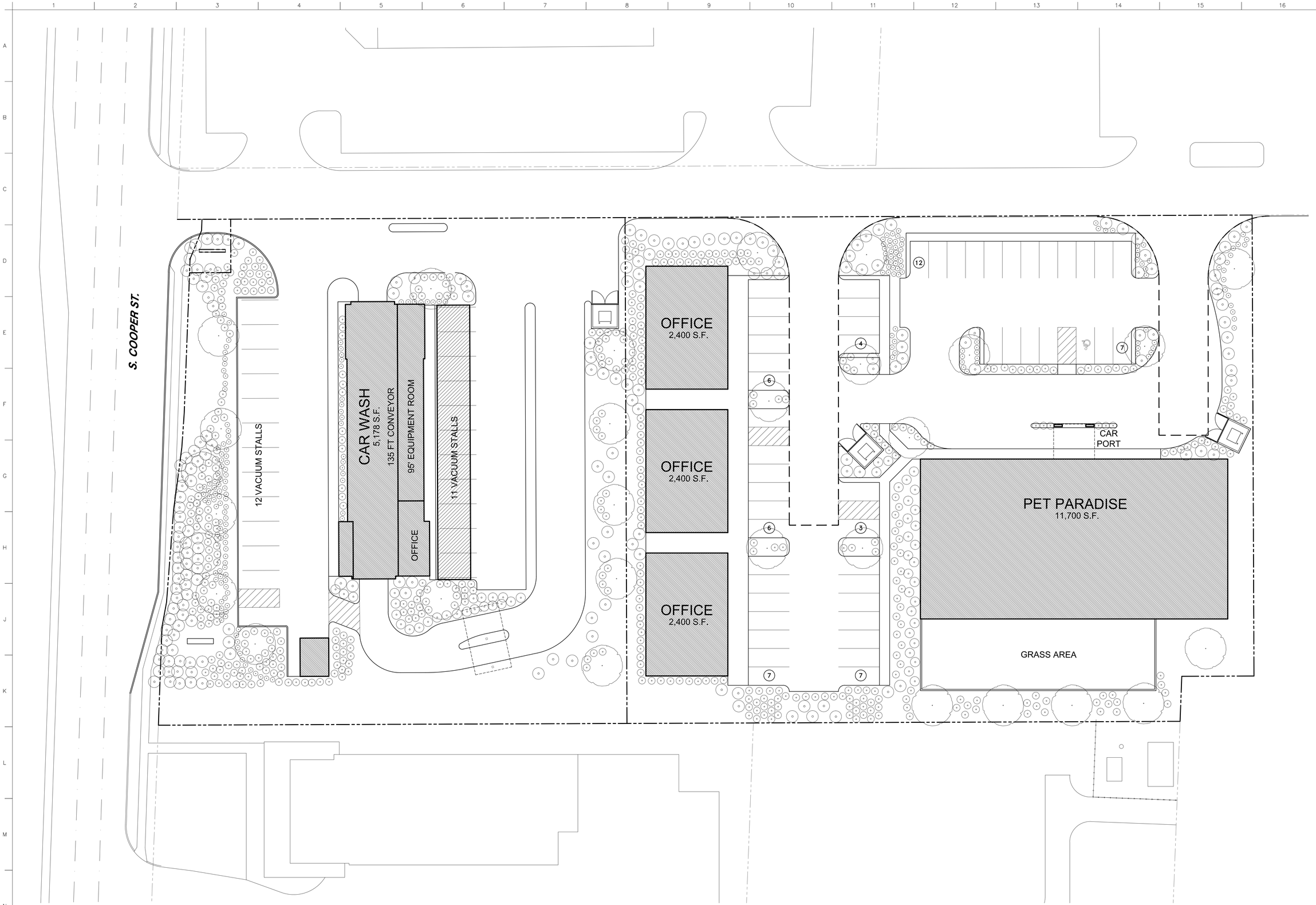
REVISIONS

No.	DATE	NOTE

Drawn by:	M.L.
Checked by:	T.C.
Project No.	13–0925
Date	10–15–2014

SITE PLAN

A1.1



N1 **LANDSCAPE PLAN**
SCALE: 1"=20'-0"

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ARLINGTON, TEXAS

A NEW CAR WASH FACILITY FOR:

Legends CAR WASH

REVISIONS		
No.	DATE	NOTE

Drawn by:	M.L.
Checked by:	T.C.
Project No.	13-0925
Date	10-15-2014

LANDSCAPE PLAN

L1.1

PLANTING SPECIFICATIONS

GENERAL

A. QUALIFICATIONS OF LANDSCAPE CONTRACTOR
1. ALL LANDSCAPE WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE FIRM SPECIALIZING IN LANDSCAPE PLANTING.
2. A LIST OF SUCCESSFULLY COMPLETED PROJECTS OF THIS TYPE, SIZE AND NATURE MAY BE REQUESTED BY THE OWNER FOR FURTHER QUALIFICATION MEASURES.
3. THE LANDSCAPE CONTRACTOR SHALL HOLD A VALID NURSERY AND FLORAL CERTIFICATE ISSUED BY THE TEXAS DEPARTMENT OF AGRICULTURE, AS WELL AS OPERATE UNDER A COMMERCIAL PESTICIDE APPLICATOR LICENSE ISSUED BY EITHER THE TEXAS DEPARTMENT OF AGRICULTURE OR THE TEXAS STRUCTURAL PEST CONTROL BOARD.

B. SCOPE OF WORK
1. WORK COVERED BY THESE SECTIONS INCLUDES THE FURNISHING AND PAYMENT OF ALL MATERIALS, LABOR, SERVICES, EQUIPMENT, LICENSES, TAXES AND ANY OTHER ITEMS THAT ARE NECESSARY FOR THE EXECUTION, INSTALLATION AND COMPLETION OF ALL WORK, SPECIFIED HEREIN AND / OR SHOWN ON THE LANDSCAPE PLANS, NOTES, AND DETAILS.
2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK, INCLUDING ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES IN SUPPLY, TRANSPORTATION AND INSTALLATION OF MATERIALS.
3. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITY LINES (WATER, SEWER, ELECTRICAL, TELEPHONE, GAS, CABLE, TELEVISION, ETC.) PRIOR TO THE START OF ANY WORK.

PRODUCTS

A. ALL MANUFACTURED PRODUCTS SHALL BE NEW.

B. CONTAINER AND BALLED-AND-BURLAPPED PLANTS:
1. FURNISH NURSERY-GROWN PLANTS COMPLYING WITH ANSI Z60.1-2004. PROVIDE WELL-SHAPED, FULLY BRANCHED, HEALTHY, VIGOROUS STOCK FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISFIGUREMENT. ALL PLANTS WITHIN A SPECIES SHALL HAVE SIMILAR SIZE, AND SHALL BE OF A FORM TYPICAL FOR THE SPECIES. ALL TREES SHALL BE OBTAINED FROM SOURCES WITHIN 200 MILES OF THE PROJECT SITE, AND WITH SIMILAR CLIMACTIC CONDITIONS.
2. ROOT SYSTEMS SHALL BE HEALTHY, DENSELY BRANCHED ROOT SYSTEMS, NON-POT-BOUND, FREE FROM ENCIRCLING AND/OR GIRDLING ROOTS, AND FREE FROM ANY OTHER ROOT DEFECTS (SUCH AS J-SHAPED ROOTS).
3. ANY PLANT DEEMED UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER SHALL BE IMMEDIATELY REMOVED FROM THE SITE AND SHALL BE REPLACED WITH AN ACCEPTBLE PLANT OF LIKE TYPE AND SIZE AT THE CONTRACTOR'S OWN EXPENSE. ANY PLANTS APPEARING TO BE UNHEALTHY, EVEN IF DETERMINED TO STILL BE ALIVE, SHALL NOT BE ACCEPTED. THE LANDSCAPE ARCHITECT AND OWNER SHALL BE THE SOLE JUDGES AS TO THE ACCEPTABILITY OF PLANT MATERIAL.
4. ALL TREES SHALL BE STANDARD IN FORM, UNLESS OTHERWISE SPECIFIED. TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED IF LEADER IS DAMAGED OR REMOVED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING.
5. CALIPER MEASUREMENTS FOR STANDARD (SINGLE TRUNK) TREES SHALL BE AS FOLLOWS: SIX INCHES ABOVE THE ROOT FLARE FOR TREES UP TO AND INCLUDING FOUR INCHES IN CALIPER, AND TWELVE INCHES ABOVE THE ROOT FLARE FOR TREES EXCEEDING FOUR INCHES IN CALIPER.
6. MULTI-TRUNK TREES SHALL BE MEASURED BY THEIR OVERALL HEIGHT, MEASURED FROM THE TOP OF THE ROOT BALL.
7. ANY TREE OR SHRUB SHOWN TO HAVE EXCESS SOIL PLACED ON TOP OF THE ROOT BALL, SO THAT THE ROOT FLARE HAS BEEN COMPLETELY COVERED, SHALL BE REJECTED.

C. SOD: PROVIDE WELL-ROOTED SOD OF THE VARIETY NOTED ON THE PLANS. SOD SHALL BE CUT FROM HEALTHY, MATURE TURF WITH SOIL THICKNESS OF 3/4" TO 1". EACH PALLET OF SOD SHALL BE ACCOMPANIED BY A CERTIFICATE FROM SUPPLIER STATING THE COMPOSITION OF THE SOD.

D. SEED: PROVIDE BLEND OF SPECIES AND VARIETIES AS NOTED ON THE PLANS, WITH MAXIMUM PERCENTAGES OF PURITY, GERMINATION, AND MINIMUM PERCENTAGE OF WEED SEED AS INDICATED ON PLANS. EACH BAG OF SEED SHALL BE ACCOMPANIED BY A TAG FROM THE SUPPLIER INDICATING THE COMPOSITION OF THE SEED.

E. TOPSOIL: SANDY TO CLAY LOAM TOPSOIL, FREE OF STONES LARGER THAN ½ INCH, FOREIGN MATTER, PLANTS, ROOTS, AND SEEDS.

F. COMPOST: WELL-COMPOSTED, STABLE, AND WEED-FREE ORGANIC MATTER, pH RANGE OF 5.5 TO 8; MOISTURE CONTENT 35 TO 55 PERCENT BY WEIGHT; 100 PERCENT PASSING THROUGH 3/4-INCH SIEVE; SOLUBLE SALT CONTENT OF 5 TO 10 DECISIEMENS/M; NOT EXCEEDING 0.5 PERCENT INERT CONTAMINANTS AND FREE OF SUBSTANCES TOXIC TO PLANTINGS. NO MANURE OR ANIMAL-BASED PRODUCTS SHALL BE USED.

G. FERTILIZER: GRANULAR FERTILIZER CONSISTING OF NITROGEN, PHOSPHORUS, POTASSIUM, AND OTHER NUTRIENTS IN PROPORTIONS, AMOUNTS, AND RELEASE RATES RECOMMENDED IN A SOIL REPORT FROM A QUALIFIED SOIL-TESTING AGENCY (SEE BELOW).

H. MULCH: SIZE AND TYPE AS INDICATED ON PLANS, FREE FROM DELETERIOUS MATERIALS AND SUITABLE AS A TOP DRESSING OF TREES AND SHRUBS.

I. WEED FABRIC: 5 OUNCE, WOVEN, NEEDLE-PUNCHED FABRIC, SUCH AS DEWITT PRO5 LANDSCAPE FABRIC (OR APPROVED EQUAL).

J. TREE STAKING AND GUYING
1. STAKES: 6' LONG GREEN METAL T-POSTS.
2. GUY AND TIE WIRE: ASTM A 641, CLASS 1, GALVANIZED-STEEL WIRE, 2-STRAND, TWISTED, 0.106 INCH DIAMETER.
3. STRAP CHAFING GUARD: REINFORCED NYLON OR CANVAS AT LEAST 1-1/2 INCH WIDE, WITH GROMMETS TO PROTECT TREE TRUNKS FROM DAMAGE.

K. STEEL EDGING: PROFESSIONAL STEEL EDGING, 14 GAUGE THICK X 4 INCHES WIDE, FACTORY PAINTED DARK GREEN. ACCEPTABLE MANUFACTURERS INCLUDE COL-MET OR APPROVED EQUAL.

L. PRE-EMERGENT HERBICIDES: ANY GRANULAR, NON-STAINING PRE-EMERGENT HERBICIDE THAT IS LABELED FOR THE SPECIFIC ORNAMENTALS OR TURF ON WHICH IT WILL BE UTILIZED. PRE-EMERGENT HERBICIDES SHALL BE APPLIED PER THE MANUFACTURER'S LABELED RATES.

METHODS

A. SOIL PREPARATION
1. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST.
2. SOIL TESTING:
   a. AFTER FINISH GRADES HAVE BEEN ESTABLISHED, CONTRACTOR SHALL HAVE SOIL SAMPLES TESTED BY AN ESTABLISHED SOIL TESTING LABORATORY FOR THE FOLLOWING: SOIL TEXTURAL CLASS, GENERAL SOIL FERTILITY, pH, ORGANIC MATTER CONTENT, SALT (CEC), LIME, SODIUM ADSORPTION RATIO (SAR) AND BORON CONTENT. EACH SAMPLE SUBMITTED SHALL CONTAIN NO LESS THAN ONE QUART OF SOIL.
   b. CONTRACTOR SHALL ALSO SUBMIT THE PROJECT'S PLANT LIST TO THE LABORATORY ALONG WITH THE SOIL SAMPLES.
   c. THE SOIL REPORT PRODUCED BY THE LABORATORY SHALL CONTAIN RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE): GENERAL SOIL PREPARATION AND BACKFILL MIXES, PRE-PLANT FERTILIZER APPLICATIONS, AND ANY OTHER SOIL RELATED ISSUES. THE REPORT SHALL ALSO PROVIDE A FERTILIZER PROGRAM FOR THE ESTABLISHMENT PERIOD AND FOR LONG-TERM MAINTENANCE.
3. THE CONTRACTOR SHALL INSTALL SOIL AMENDMENTS AND FERTILIZERS PER THE SOILS REPORT RECOMMENDATIONS. ANY CHANGE IN COST DUE TO THE SOIL REPORT RECOMMENDATIONS, EITHER INCREASE OR DECREASE, SHALL BE SUBMITTED TO THE OWNER WITH THE REPORT.
4. FOR BIDDING PURPOSES ONLY , THE SOIL PREPARATION SHALL CONSIST OF THE FOLLOWING:
   a. TURF: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:
      i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
      ii. AMMONIUM PHOSPHATE 16-20-0 - 15 LBS PER 1,000 S.F.
      iii. AGRICULTURAL GYPSUM - 100 LBS PER 1,000 S.F.
   b. TREES, SHRUBS, AND PERENNIALS: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:
      i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
      ii. 12-12-12 FERTILIZER - 10 LBS. PER CU. YD.
      iii. AGRICULTURAL GYPSUM - 10 LBS. PER CU. YD.
      iv. IRON SULPHATE - 2 LBS. PER CU. YD.
5. CONTRACTOR SHALL ENSURE THAT THE GRADE IN SOD AREAS SHALL BE 1" BELOW FINISH GRADE BEFORE INSTALLING SOIL AMENDMENTS, AND 2" BELOW FINISH GRADE IN SHRUB AREAS BEFORE INSTALLING SOIL AMENDMENTS. MULCH COVER WITHIN 6" OF CONCRETE WALKS AND CURBS SHALL NOT PROTRUDE ABOVE THE FINISH SURFACE OF THE WALKS AND CURBS. MULCH COVER WITHIN 12" OF WALLS SHALL BE AT LEAST 3" LOWER THAN THE TOP OF WALL.
6. ONCE SOIL PREPARATION IS COMPLETE, THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THERE ARE NO DEBRIS, TRASH, OR STONES LARGER THAN 1" REMAINING IN THE TOP 6" OF SOIL.

B. GENERAL PLANTING
1. REMOVE ALL NURSERY TAGS AND STAKES FROM PLANTS.
2. EXCEPT IN AREAS TO BE PLANTED WITH ORNAMENTAL GRASSES, APPLY PRE-EMERGENT HERBICIDES AT THE MANUFACTURER'S RECOMMENDED RATE.
3. TRENCHING NEAR EXISTING TREES:
   a. CONTRACTOR SHALL NOT DISTURB ROOTS 1-1/2" AND LARGER IN DIAMETER WITHIN THE CRITICAL ROOT ZONE (CRZ) OF EXISTING TREES, AND SHALL EXERCISE ALL POSSIBLE CARE AND PRECAUTIONS TO AVOID INJURY TO TREE ROOTS, TRUNKS, AND BRANCHES. THE CRZ IS DEFINED AS A CIRCULAR AREA EXTENDING OUTWARD FROM THE TREE TRUNK, WITH A RADIUS EQUAL TO 1' FOR EVERY 1" OF TRUNK DIAMETER-AT-BREAST-HEIGHT (4.5' ABOVE THE AVERAGE GRADE AT THE TRUNK).
   b. ALL EXCAVATION WITHIN THE CRZ SHALL BE PERFORMED USING HAND TOOLS. NO MACHINE EXCAVATION OR TRENCHING OF ANY KIND SHALL BE ALLOWED WITHIN THE CRZ.
   c. ALTER ALIGNMENT OF PIPE TO AVOID TREE ROOTS 1-1/2" AND LARGER IN DIAMETER. WHERE TREE ROOTS 1-1/2" AND LARGER IN DIAMETER ARE ENCOUNTERED IN THE FIELD, TUNNEL UNDER SUCH ROOTS. WRAP EXPOSED ROOTS WITH SEVERAL LAYERS OF BURLAP AND KEEP MOIST. CLOSE ALL TRENCHES WITHIN THE CANOPY DRIP LINES WITHIN 24 HOURS.
   d. ALL SEVERED ROOTS SHALL BE HAND PRUNED WITH SHARP TOOLS AND ALLOWED TO AIR-DRY. DO NOT USE ANY SORT OF SEALERS OR WOUND PAINTS.

C. TREE PLANTING
1. TREE PLANTING HOLES SHALL BE EXCAVATED TO MINIMUM WIDTH OF TWO TIMES THE WIDTH OF THE ROOTBALL, AND TO A DEPTH EQUAL TO THE DEPTH OF THE ROOTBALL LESS TWO TO FOUR INCHES.
2. SCARIFY THE SIDES AND BOTTOM OF THE PLANTING HOLE PRIOR TO THE PLACEMENT OF THE TREE. REMOVE ANY GLAZING THAT MAY HAVE BEEN CAUSED DURING THE EXCAVATION OF THE HOLE.
3. FOR CONTAINER AND BOX TREES, TO REMOVE ANY POTENTIALLY GIRDLING ROOTS AND OTHER ROOT DEFECTS, THE CONTRACTOR SHALL SHAVE A 1" LAYER OFF OF THE SIDES AND BOTTOM OF THE ROOTBALL OF ALL TREES JUST BEFORE PLACING INTO THE PLANTING PIT. DO NOT "TEASE" ROOTS OUT FROM THE ROOTBALL.
4. INSTALL THE TREE ON UNDISTURBED SUBGRADE SO THAT THE TOP OF THE ROOTBALL IS TWO TO FOUR INCHES ABOVE THE SURROUNDING GRADE.
5. BACKFILL THE TREE HOLE UTILIZING THE EXISTING TOPSOIL FROM ON-SITE. ROCKS LARGER THAN 1" DIA. AND ALL OTHER DEBRIS SHALL BE REMOVED FROM THE SOIL PRIOR TO THE BACKFILL. SHOULD ADDITIONAL SOIL BE REQUIRED TO ACCOMPLISH THIS TASK, USE STORED TOPSOIL FROM ON-SITE OR IMPORT ADDITIONAL TOPSOIL FROM OFF-SITE AT NO ADDITIONAL COST TO THE OWNER. IMPORTED TOPSOIL SHALL BE OF SIMILAR TEXTURAL CLASS AND COMPOSITION IN THE ON-SITE SOIL.
6. THE TOTAL NUMBER OF TREE STAKES (BEYOND THE MINIMUMS LISTED BELOW) WILL BE LEFT TO THE LANDSCAPE CONTRACTOR'S DISCRETION. SHOULD ANY TREES FALL OR LEAN, THE LANDSCAPE CONTRACTOR SHALL STRAIGHTEN THE TREE, OR REPLACE IT SHOULD IT BECOME DAMAGED. TREE STAKING SHALL ADHERE TO THE FOLLOWING GUIDELINES:

a.	1"-2" TREES	TWO STAKES PER TREE
b.	2-1/2"-4" TREES	THREE STAKES PER TREE
c.	TREES OVER 4" CALIPER	GUY AS NEEDED
d.	MULTI-TRUNK TREES	THREE STAKES PER TREE MINIMUM, QUANTITY AND POSITIONS AS NEEDED TO STABILIZE THE TREE

7. UPON COMPLETION OF PLANTING, CONSTRUCT AN EARTH WATERING BASIN AROUND THE TREE. COVER THE INTERIOR OF THE TREE RING WITH MULCH (TYPE AND DEPTH PER PLANS).

D. SHRUB, PERENNIAL, AND GROUNDCOVER PLANTING
1. DIG THE PLANTING HOLES TWICE AS WIDE AND 2" LESS DEEP THAN EACH PLANT'S ROOTBALL. INSTALL THE PLANT IN THE HOLE. BACKFILL AROUND THE PLANT WITH SOIL AMENDED PER SOIL TEST RECOMMENDATIONS.
2. INSTALL THE WEED BARRIER CLOTH, OVERLAPPING IT AT THE ENDS. UTILIZE STEEL STAPLES TO KEEP THE WEED BARRIER CLOTH IN PLACE.
3. WHEN PLANTING IS COMPLETE, INSTALL MULCH (TYPE AND DEPTH PER PLANS) OVER ALL PLANTING BEDS, COVERING THE ENTIRE PLANTING AREA.

F. SODDING
1. SOD VARIETY TO BE AS SPECIFIED ON THE LANDSCAPE PLAN.
2. LAY SOD WITHIN 24 HOURS FROM THE TIME OF STRIPPING. DO NOT LAY IF THE GROUND IS FROZEN.
3. LAY THE SOD TO FORM A SOLID MASS WITH TIGHTLY FITTED JOINTS. BUTT ENDS AND SIDES OF SOD STRIPS - DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES.
4. ROLL THE SOD TO ENSURE GOOD CONTACT OF THE SOD'S ROOT SYSTEM WITH THE SOIL UNDERNEATH.
5. WATER THE SOD THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING TO OBTAIN AT LEAST SIX INCHES OF PENETRATION INTO THE SOIL BELOW THE SOD.

G. HYDROMULCHING
1. THE HYDROMULCH MIX (PER 1,000 SF) SHALL BE AS FOLLOWS:
   a. WINTER MIX (OCTOBER 1 - MARCH 31)
      50# CELLULOSE FIBER MULCH
      2# UNHULLED BERMUDA SEED
      2# ANNUAL RYE SEED
      15# 15-15-15 WATER SOLUBLE FERTILIZER
   b. SUMMER MIX (APRIL 1 - SEPTEMBER 30)
      50# CELLULOSE FIBER MULCH
      2# HULLED BERMUDA SEED
      15# 15-15-15 WATER SOLUBLE FERTILIZER

H. CLEAN UP
1. DURING LANDSCAPE PREPARATION AND PLANTING, KEEP ALL PAVEMENT CLEAN AND ALL WORK AREAS IN A NEAT, ORDERLY CONDITION.
2. DISPOSED LEGALLY OF ALL EXCAVATED MATERIALS OFF THE PROJECT SITE.

I. INSPECTION AND ACCEPTANCE
1. UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE SITE CLEAN, FREE OF DEBRIS AND TRASH, AND SUITABLE FOR USE AS INTENDED. THE LANDSCAPE CONTRACTOR SHALL THEN REQUEST AN INSPECTION BY THE OWNER TO DETERMINE FINAL ACCEPTABILITY.
3. WHEN THE INSPECTED PLANTING WORK DOES NOT COMPLY WITH THE CONTRACT DOCUMENTS, THE LANDSCAPE CONTRACTOR SHALL REPLACE AND/OR REPAIR THE REJECTED WORK TO THE OWNER'S SATISFACTION WITHIN 24 HOURS.
4. THE LANDSCAPE MAINTENANCE PERIOD WILL NOT COMMENCE UNTIL THE LANDSCAPE WORK HAS BEEN RE-INSPECTED BY THE OWNER AND FOUND TO BE ACCEPTABLE. AT THAT TIME, A WRITTEN NOTICE OF FINAL ACCEPTANCE WILL BE ISSUED BY THE OWNER, AND THE MAINTENANCE AND GUARANTEE PERIODS WILL COMMENCE.

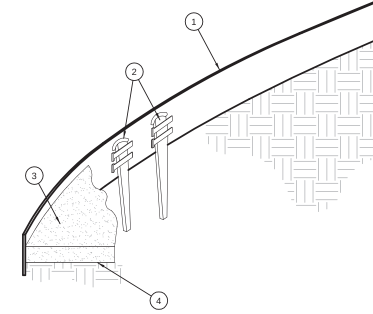
J. LANDSCAPE MAINTENANCE
1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK SHOWN ON THESE PLANS FOR 90 DAYS BEYOND FINAL ACCEPTANCE OF ALL LANDSCAPE WORK BY THE OWNER. LANDSCAPE MAINTENANCE SHALL INCLUDE WEEKLY SITE VISITS FOR THE FOLLOWING ACTIONS (AS APPROPRIATE): PROPER PRUNING, RESTAKING OF TREES, RESETTING OF PLANTS THAT HAVE SETTLED, MOWING AND AERATION OF LAWNS, WEEDING, RESEEDING AREAS WHICH HAVE NOT GERMINATED WELL, TREATING FOR INSECTS AND DISEASES,REPLACEMENT OF MULCH, REMOVAL OF LITTER, REPAIRS TO THE IRRIGATION SYSTEM DUE TO FAULTY PARTS AND/OR WORKMANSHIP, AND THE APPROPRIATE WATERING OF ALL PLANTINGS. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN PROPER WORKING ORDER, WITH SCHEDULING ADJUSTMENTS BY SEASON TO MAXIMIZE WATER CONSERVATION.
2. SHOULD SEEDED AND/OR SODDED AREAS NOT BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHAL BE RESPONSIBLE FOR WATERING THESE AREAS AND OBTAINING A FULL, HEALTHY STAND OF GRASS AT NO ADDITIONAL COST TO THE OWNER.
3. TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS MUST OCCUR:
   a. THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH (WITH EXCEPTIONS MADE FOR SEASONAL DORMANCY). ALL PLANTS NOT MEETING THIS CONDITION SHALL BE REJECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE.
   b. ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE.
   c. SODDED AREAS MUST BE ACTIVELY GROWING AND MUST REACH A MINIMUM HEIGHT OF 1 1/2 INCHES BEFORE FIRST MOWING. HYDROMULCHED AREAS SHALL SHOW ACTIVE, HEALTHY GROWTH. BARE AREAS LARGER THAN TWELVE SQUARE INCHES MUST BE RESODDED OR RESEEDED (AS APPROPRIATE) PRIOR TO FINAL ACCEPTANCE. ALL SODDED TURF SHALL BE NEATLY MOWED.

K. WARRANTY PERIOD, PLANT GUARANTEE AND REPLACEMENTS
1. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL TREES, SHRUBS, PERENNIALS, SOD, SEEDED/HYDROMULCHED AREAS, AND IRRIGATION SYSTEMS FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE OWNER'S FINAL ACCEPTANCE (90 DAYS FOR ANNUAL PLANTS). THE CONTRACTOR SHALL REPLACE, AT HIS OWN EXPENSE AND TO THE SATISFACTION OF THE OWNER, ANY PLANTS WHICH DIE IN THAT TIME, OR REPAIR ANY PORTIONS OF THE IRRIGATION SYSTEM WHICH OPERATE IMPROPERLY.
2. AFTER THE INITIAL MAINTENANCE PERIOD AND DURING THE GUARANTEE PERIOD, THE LANDSCAPE CONTRACTOR SHALL ONLY BE RESPONSIBLE FOR REPLACEMENT OF PLANTS WHEN PLANT DEATH CANNOT BE ATTRIBUTED DIRECTLY TO OVERWATERING OR OTHER DAMAGE BY HUMAN ACTIONS.

L. PROVIDE A MINIMUM OF (2) COPIES OF RECORD DRAWINGS TO THE OWNER UPON COMPLETION OF WORK. A RECORD DRAWING IS A RECORD OF ALL CHANGES THAT OCCURRED IN THE FIELD AND THAT ARE DOCUMENTED THROUGH CHANGE ORDERS, ADDENDA, OR CONTRACTOR/CONSULTANT DRAWING MARKUPS.

GENERAL PLANTING NOTES

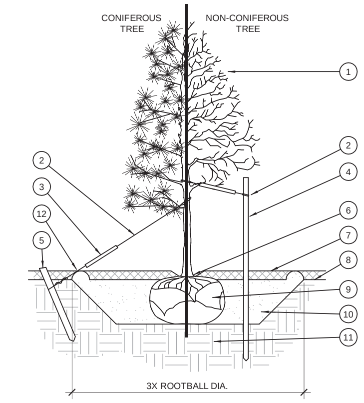
1. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN). BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
2. CONSTRUCT AND MAINTAIN FINISH GRADES IN LANDSCAPE AREAS AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
3. ENSURE THAT THE GRADE IN SHRUB AREAS SHALL BE 2" BELOW FINISH GRADE AFTER INSTALLING SOIL AMENDMENTS, AND 1" BELOW FINISH GRADE IN SOD AREAS AFTER INSTALLING SOIL AMENDMENTS. MULCH COVER WITHIN 6" OF CONCRETE WALKS AND CURBS SHALL NOT PROTRUDE ABOVE THE FINISH SURFACE OF THE WALKS AND CURBS. MULCH COVER WITHIN 12" OF WALLS SHALL BE AT LEAST 3" LOWER THAN THE TOP OF WALL.
4. INSTALL MULCH TOPDRESSING, TYPE AND DEPTH PER MULCH NOTE, IN ALL PLANTING BEDS AND TREE RINGS. DO NOT INSTALL MULCH WITHIN 6" OF TREE ROOT FLARE.
5. INSTALL 14G, GREEN STEEL EDGING BETWEEN ALL PLANTING BEDS AND TURF AREAS, AND BETWEEN GROUNDCOVERS AND OTHER PLANTS (WHERE INDICATED ON THE PLAN).
6. HYDROMULCH ALL DISTURBED AREAS OUTSIDE OF PROPERTY LIMITS (UNLESS SHOWN AS SOD).
7. ALL PLANT LOCATIONS ARE DIAGRAMMATIC. ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AUTHORITY ARE MET (I.E., MINIMUM PLANT QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.).
8. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES; PLANT QUANTITIES SHOWN ON LEGENDS AND CALLOUTS ARE FOR GENERAL INFORMATION ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN (FOR INDIVIDUAL SYMBOLS) OR CALLOUT (FOR GROUNDCOVER PATTERNS) SHALL TAKE PRECEDENCE.
9. **NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT.** IF SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING (VIA PROPER CHANNELS).
10. PLANTS MAY BE INSPECTED AND APPROVED OR REJECTED ON THE JOBSITE BY THE OWNER OR OWNER'S REPRESENTATIVE.
11. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK SHOWN ON THESE PLANS FOR 90 DAYS BEYOND FINAL ACCEPTANCE OF ALL LANDSCAPE WORK BY THE OWNER. LANDSCAPE MAINTENANCE SHALL INCLUDE WEEKLY SITE VISITS FOR THE FOLLOWING ACTIONS (AS APPROPRIATE): PROPER PRUNING, RESTAKING OF TREES, RESETTING OF PLANTS THAT HAVE SETTLED, MOWING AND AERATION OF LAWNS, WEEDING, RESEEDING AREAS WHICH HAVE NOT GERMINATED WELL, TREATING FOR INSECTS AND DISEASES,REPLACEMENT OF MULCH, REMOVAL OF LITTER, REPAIRS TO THE IRRIGATION SYSTEM DUE TO FAULTY PARTS AND/OR WORKMANSHIP, AND THE APPROPRIATE WATERING OF ALL PLANTINGS. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN PROPER WORKING ORDER, WITH SCHEDULING ADJUSTMENTS BY SEASON TO MAXIMIZE WATER CONSERVATION.
12. SHOULD SEEDED AND/OR SODDED AREAS NOT BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHAL BE RESPONSIBLE FOR WATERING THESE AREAS AND OBTAINING A FULL STAND OF GRASS AT NO ADDITIONAL COST TO THE OWNER.
13. TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS MUST OCCUR:
   A. THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH (WITH EXCEPTIONS MADE FOR SEASONAL DORMANCY). ALL PLANTS NOT MEETING THIS CONDITION SHALL BE REJECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE.
   B. ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE.
   C. SODDED AREAS MUST BE ACTIVELY GROWING AND MUST REACH A MINIMUM HEIGHT OF 1 1/2 INCHES BEFORE FIRST MOWING. HYDROMULCHED AREAS SHALL SHOW ACTIVE, HEALTHY GROWTH. BARE AREAS LARGER THAN TWELVE SQUARE INCHES MUST BE RESODDED OR RESEEDED (AS APPROPRIATE) PRIOR TO FINAL ACCEPTANCE. ALL SODDED TURF SHALL BE NEATLY MOWED.
14. SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS.



1. ROLLED-TOP STEEL EDGING PER PLANS.
2. TAPERED STEEL STAKES.
3. MULCH, TYPE AND DEPTH PER PLANS.
4. FINISH GRADE.

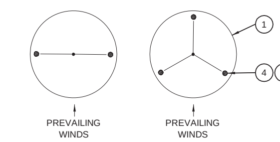
NOTES:
1) INSTALL EDGING SO THAT STAKES WILL BE ON INSIDE OF PLANTING BED.
2) BOTTOM OF EDGING SHALL BE BURIED A MINIMUM OF 1" BELOW FINISH GRADE.
3) TOP OF MULCH SHALL BE 1" LOWER THAN TOP OF EDGING.

D — STEEL EDGING
SCALE: NOT TO SCALE



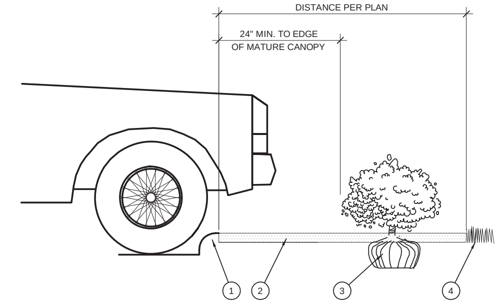
1. TREE CANOPY.
2. CINCH-TIES (24" BOX TREES AND SMALLER) OR 12 GAUGE GALVANIZED WIRE WITH NYLON TREE STRAPS AT TREE AND STAKE (36" BOX TREES AND LARGER). SECURE TIES OR STRAPS TO TRUNK JUST ABOVE LOWEST MAJOR BRANCHES.
3. 24" X 3/4" P.V.C. MARKERS OVER WIRES.
4. GREEN STEEL T-POSTS. EXTEND POSTS 12" MIN. INTO UNDISTURBED SOIL.
5. PRESSURE-TREATED WOOD DEADMAN, TWO PER TREE (MIN.). BURY OUTSIDE OF PLANTING PIT AND 18" MIN. INTO UNDISTURBED SOIL.
6. TRUNK FLARE.
7. MULCH, TYPE AND DEPTH PER PLANS. DO NOT PLACE MULCH WITHIN 6" OF TRUNK.
8. FINISH GRADE.
9. ROOT BALL.
10. BACKFILL. AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS.
11. UNDISTURBED NATIVE SOIL.
12. 4" HIGH EARTHEN WATERING BASIN.

STAKING EXAMPLES (PLAN VIEW)



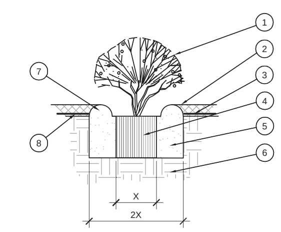
NOTES:
1. SCARIFY SIDES OF PLANTING PIT PRIOR TO SETTING TREE.
2. REMOVE EXCESS SOIL APPLIED ON TOP OF THE ROOTBALL THAT COVERS THE ROOT FLARE. THE PLANTING HOLE DEPTH SHALL BE SUCH THAT THE ROOTBALL RESTS ON UNDISTURBED SOIL, AND THE ROOT FLARE IS 3"-5" ABOVE FINISH GRADE.
3. FOR B&B TREES, CUT OFF BOTTOM 1/3 OF WIRE BASKET BEFORE PLACING TREE IN HOLE, CUT OFF AND REMOVE REMAINDER OF BASKET AFTER TREE IS SET IN HOLE, REMOVE ALL NYLON TIES, TWINE, ROPE, AND OTHER PACKING MATERIAL. REMOVE AS MUCH BURLAP FROM AROUND ROOTBALL AS IS PRACTICAL.
4. REMOVE ALL NURSERY STAKES AFTER PLANTING.
5. FOR TREES OVER 3" CALIPER AND TREES 36" BOX AND LARGER, USE THREE STAKES OR DEADMEN (AS APPROPRIATE), SPACED EVENLY AROUND TREE.
6. STAKING SHALL BE TIGHT ENOUGH TO PREVENT TRUNK FROM BENDING, BUT LOOSE ENOUGH TO ALLOW SOME TRUNK MOVEMENT IN WIND.

X — TREE PLANTING
SCALE: NOT TO SCALE



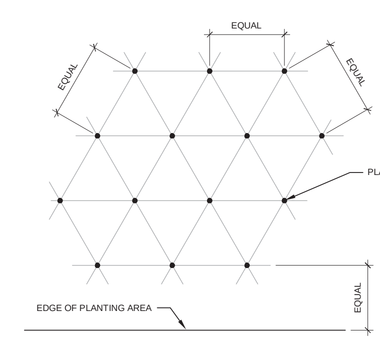
1. CURB.
2. MULCH LAYER.
3. PLANT.
4. TURF (WHERE SHOWN ON PLAN).

E — HEDGE PLANTING AT PARKING AREA
SCALE: NOT TO SCALE



1. SHRUB, PERENNIAL, OR ORNAMENTAL GRASS.
2. MULCH, TYPE AND DEPTH PER PLANS. PLACE NO MORE THAN 1" OF MULCH WITHIN 6" OF PLANT CENTER.
3. FINISH GRADE.
4. ROOT BALL.
5. BACKFILL. AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS.
6. UNDISTURBED NATIVE SOIL.
7. 3" HIGH EARTHEN WATERING BASIN.
8. WEED FABRIC UNDER MULCH.

B — SHRUB AND PERENNIAL PLANTING
SCALE: NTS



NOTE: ALL PLANTS SHALL BE PLANTED AT EQUAL TRIANGULAR SPACING (EXCEPT WHERE SHOWN ON PLANS AS INFORMAL GROUPINGS). REFER TO PLANT LEGEND FOR SPACING DISTANCE BETWEEN PLANTS.

PLANT SPACING	AREA DIVIDER TO DETERMINE NO. OF PLANTS
6"	0.25
8"	0.45
10"	0.69
12"	1
15"	1.56
18"	2.25
24"	4
30"	6.25
36"	9

EXAMPLE: PLANTS AT 18" O.C. IN 100 SF OF PLANTING AREA = 100/2.25 = 44 PLANTS

C — PLANT SPACING
SCALE: NTS

EVERGREEN DESIGN GROUP
Landscape Designers & Consultants
(800) 680 6630
15305 Dallas Pkwy., Ste 300
Addison, TX 75001
www.landscape-consultants.net

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972-724-4440
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REGISTERED LANDSCAPE ARCHITECT — LAWRANCE LESSER — 2547 — STATE OF TEXAS
9/10/2014

A NEW CAR WASH FACILITY FOR:
LEGENDS EXPRESS CAR WASH
ARLINGTON, TEXAS

REVISIONS

No.	DATE	NOTE

Drawn by:	LML
Checked by:	LML
Project No.	13-0925
Date	06-20-2014

LANDSCAPE SPECS & DETAILS
L1.2

SITE PLAN, NOT TO SCALE

CONCEPTUAL DEVELOPMENT

A PLUS DESIGN GROUP
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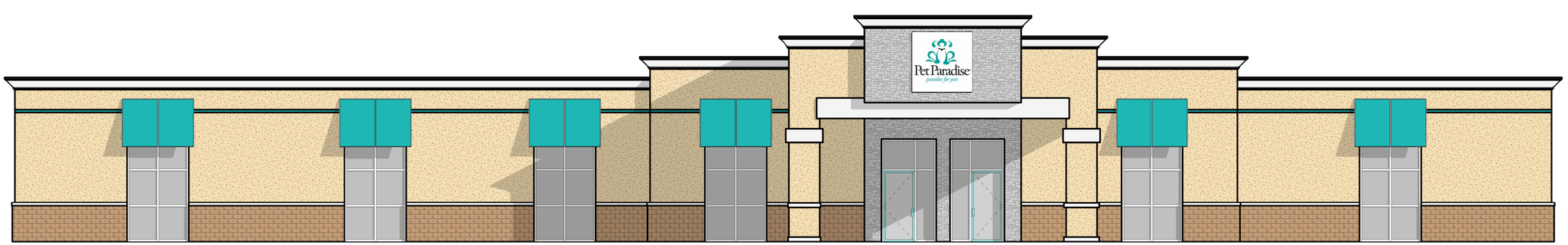
LEGENDS CAR WASH + CONCEPTUAL DEVELOPMENT
NORTH COOPER STREET
ARLINGTON, TEXAS

SEPT 11, 2014

SITE PLAN

A1.1



1 FRONT ELEVATION PRESENTATION
3/16" = 1'-0"

ARCHITECTURE • INC

JAA ARCHITECTURE INC.
2716 ST. JOHN'S AVE
JACKSONVILLE FL. 32205
P: (904) 379-5108
E: JOHN@JAAARCHITECTURE.COM
LIC. AR92748

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NEW PET RESORT

PET PARADISE

SOUTH COOPER STREET
ARLINGTON, TX

REVISIONS

#	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		

STATE OF FLORIDA
JOHN ANDERSON LIMANDA
AR92748
REGISTERED ARCHITECT
NOT FOR CONSTRUCTION

DATE: 6.15.16

SHEET: ELEVATION

A002

SCHEMATIC DESIGN

VIEW FROM COOPER STREET

AERIAL VIEW FROM NORTHWEST

AERIAL VIEW FROM SOUTHEAST

VIEW FROM SOUTH

CONCEPTUAL DEVELOPMENT

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LEGENDS CAR WASH + CONCEPTUAL DEVELOPMENT
NORTH COOPER STREET
ARLINGTON, TEXAS

SEPT 11, 2014

CONCEPTUAL RENDERINGS

A3.2

Community Development and Planning

MEMORANDUM

To: Mayor and City Council Members

From: John Dugan, Director

Subject: Planned Development PD14-9R Zoning Case (Legends Express Car Wash 5521, 5523, and 5525 South Cooper Street)

Date: August 2, 2016

Tonight's agenda item, XI.A.1, reflects this case as a public hearing to consider approval of PD14-9R. This item is a request for a change in zoning of property to Planned Development (PD) for limited Community Commercial (CC) uses plus a carwash and a commercial kennel with an outside run, with a Development Plan. The site is approximately 3.002 acres in size and is located at 5521, 5523, and 5525 South Cooper Street, which is generally located north of West Nathan Lowe Road and east of South Cooper Street.

On July 22, 2016, an email was received by staff from the applicant requesting this continuance, to the September 6, 2016, City Council meeting. Please accept this additional information as part of the packet information for PD14-9R.

Jennifer Pruitt

From: Nathaniel Barnett
Sent: Friday, July 22, 2016 8:05 AM
To: Jennifer Pruitt
Subject: FW: Case#PD14-9R. 5523 S. Cooper

Please see revised email below. Thanks.

Nathaniel Barnett, AICP
Senior Planner
Community Development and Planning, City of Arlington
817.459.6670 | Fax 817.459.6669
Mail Stop 01-0241 | 101 W. Abram St. | Arlington, TX 76010 www.arlingtontx.gov | www.myarlingtontx.com

-----Original Message-----
From: Bryan Spain [mailto:BSpain@buxtonco.com]
Sent: Thursday, July 22, 2016 5:03 PM
To: Nathaniel Barnett
Cc: rgiles@giles-mcivor.com; lpayne@petparadisemanagement.com
Subject: Case#PD14-9R. 5523 S. Cooper

Nathaniel
Please accept this email as owner of the above referenced parcel to continue this case to the Sept. 6th meeting. This will allow me more time to work with you and staff to prepare the package to submit to council.

Thanks in advance for your help!

Bryan Spain
Pres. Development Division

Sent from my iPhone

Staff Report

Designation of Reinvestment Zone Number Forty-Four – Big Zilla Development of Texas, LLC.	
City Council Meeting Date: August 2, 2016	Document Being Considered: Ordinance

RECOMMENDATION

Following the public hearing, consider the first reading of an ordinance designating Reinvestment Zone Number Forty-Four to facilitate the proposed tax abatement agreement with Big Zilla Development of Texas, LLC.

PRIOR BOARD OR COUNCIL ACTION

City Council was briefed on this request on May 24, 2016.

ANALYSIS

City Council is scheduled to hold a public hearing on August 2, 2016, to consider the establishment of Reinvestment Zone #44 on approximately 48 acres of land at the northeast corner of Bardin Road and Sherry Street along the I-20 Corridor.

Big Zilla Development of Texas, LLC is planning to construct a 700,000 square foot facility on vacant land located at 2200 East Interstate Highway 20, formerly 2300, 2310, 2320, and 2330 East Interstate Highway 20. The facility will house distribution and warehouse space and a customer support center along with a retail component.

If approved, the second reading of the ordinance will occur on August 23, 2016, along with a resolution authorizing the execution of the tax abatement and 380 grant agreements between the City of Arlington and Big Zilla Development of Texas, LLC and a resolution authorizing execution of a 380 grant agreement between the City of Arlington and Autosales, Inc.

State law requires that the City hold a public hearing to allow any interested person to speak and present evidence for or against the designation of a reinvestment zone at this location. To establish a reinvestment zone, the Council must make the determination whether or not the proposed improvements are feasible and practical and would be a benefit to the land in the zone and to the City after expiration of the tax abatement agreement.

Notice of the subject public hearing appeared in the Star-Telegram on Sunday July 24, 2016.

FINANCIAL IMPACT

None. Financial analysis will be provided in conjunction with the Resolution authorizing the execution of the tax abatement and 380 grant agreements.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Bruce C. Payne, AICP
Economic Development Manager
817-459-6114
bruce.payne@arlingtontx.gov

Alex Anne Agnor
Economic Development Coordinator
817-459-6155
alex.agnor@arlingtontx.gov

Ordinance No. _____

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

WHEREAS, the City Council of the City of Arlington, Texas, desires to promote the development or redevelopment of a certain area within its jurisdiction by the establishment of a Reinvestment Zone for commercial-industrial tax abatement; and

WHEREAS, on April 7, 2009, the City Council of the City of Arlington, Texas passed Resolution No. 09-079 authorizing staff, following a briefing to City Council regarding creation of the zone, to give notice required by law to call public hearings relative to creation of reinvestment zones for tax abatement; and

WHEREAS, on May 24, 2016, staff briefed City Council on the creation of Reinvestment Zone Number Forty-Four; and

WHEREAS, a public hearing was held at which time interested persons were entitled to speak and present evidence for or against the designation of the property described in Exhibit "A" as Reinvestment Zone Number Forty-Four, and notice of such public hearing was published in a newspaper of general circulation in the City of Arlington not later than the seventh day before the date of the scheduled hearing; and

WHEREAS, the City Council of the City of Arlington has established guidelines and criteria governing tax abatement agreements and has stated that the City elects to become eligible to participate in tax abatement; NOW THEREFORE,

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

1.

That all of the recitals contained in the preambles of this ordinance are found to be true and are adopted as findings of fact by this governing body and as part of its official record.

2.

The City Council, after conducting a public hearing and having considered all relevant evidence and testimony, has made the following findings and determinations based on such evidence and testimony:

A. That a public hearing on the designation of Reinvestment Zone Number Forty-Four has been properly called, held and conducted, and that notice of such hearing was published in accordance with the law; and

B. That the boundaries of Reinvestment Zone Number Forty-Four should be the proposed area of land more fully described in the property description attached hereto as Exhibit "A" and depicted on the map attached hereto as Exhibit "B"; and

C. That the improvements sought to be made in Reinvestment Zone Number Forty-Four are feasible and practical and would be a benefit to the land to be included in the Zone and to the City of Arlington following the expiration of an executed Tax Abatement Agreement; and

D. That the proposed area of land to be designated Reinvestment Zone Number Forty-Four is reasonably likely, as a result of this designation, to contribute to the retention or expansion of primary employment or to attract major investment in the Zone that would be a benefit to the property, thereby contributing to the economic development of the City of Arlington.

3.

In accordance with State law, the City of Arlington hereby officially creates Reinvestment Zone Number Forty-Four for commercial-industrial tax abatement, which Zone shall hereafter encompass only that certain area of land more fully described in the property description attached hereto as Exhibit "A" and depicted on the map attached hereto as Exhibit "B"; and such Reinvestment Zone shall be officially designated as Tax Abatement Reinvestment Zone Number Forty-Four of the City of Arlington, Texas.

4.

The designation of Reinvestment Zone Number Forty-Four of the City of Arlington, Texas shall expire Five (5) years after the effective date of its designation and may be renewed.

5.

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.

6.

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.

7.

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.

8.

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.

9.

This ordinance shall become effective upon second reading.

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 _____

Exhibit "A"

PROPERTY DESCRIPTION

BEING FOUR TRACTS OF LAND LOCATED IN THE JOSIAH O'DANIEL SURVEY, ABSTRACT NO. 1186, TARRANT COUNTY, TEXAS, BEING ALL OF A TRACT OF LAND DESCRIBED IN A DEED TO ARLINGTON INDEPENDENT SCHOOL DISTRICT RECORDED IN VOLUME 12516, PAGE 2286, DEED RECORDS, TARRANT COUNTY, TEXAS (D.R.T.C.T.), A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO I-20, A JOINT VENTURE, VOLUME 5074, PAGE 470, D.R.T.C.T., A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO I-20, A JOINT VENTURE RECORDED IN VOLUME 5073, PAGE, 400, D.R.T.C.T., AND A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO PEYCO FAMILY, LTD., RECORDED IN VOLUME 10897, PAGE 2138, D.R.T.C.T., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1" IRON ROD FOUND (BENT) AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 20 (A VARIABLE WIDTH RIGHT-OF-WAY), WITH THE EAST RIGHT-OF-WAY LINE OF SHERRY STREET (A VARIABLE WIDTH RIGHT-OF-WAY), BEING THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO I-20, A JOINT VENTURE, RECORDED IN VOLUME 5073, PAGE 400, (D.R.T.C.T.);

THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID INTERSTATE 20 AS FOLLOWS:

(1) SOUTH 89°53'51" EAST, ALONG THE NORTH LINE OF SAID I-20 TRACT, A DISTANCE OF 559.09 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "COOMBS PLS 5294", SAID IRON ROD BEING THE NORTHEAST CORNER OF SAID I-20 TRACT, AND THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO PEYCO FAMILY, LTD., RECORDED IN VOLUME 10897, PAGE 2138, D.R.T.C.T., FROM WHICH A 5/8" IRON ROD FOUND BEARS SOUTH 00°28' EAST, 1.0 FEET;

(2) SOUTH 89°53'51" EAST, ALONG THE NORTH LINE OF SAID PEYCO FAMILY TRACT, A DISTANCE OF 32.14 FEET (CALLED 34.94 FEET), TO A TxDOT MONUMENT WITH ALUMINUM CAP FOUND, FROM WHICH A 5/8" IRON ROD FOUND BEARS SOUTH 24°30' EAST, 1.1 FEET, SAID TxDOT MONUMENT BEING THE BEGINNING OF A CURVE TO THE RIGHT;

(3) SOUTH 87°37'01" EAST, ALONG THE NORTH LINE OF SAID PEYCO FAMILY TRACT, A DISTANCE OF 105.64 FEET (CALLED 105.84 FEET) TO A 1/2" IRON ROD IN CONCRETE FOUND;

(4) SOUTHEASTERLY, AT AN ARC LENGTH OF 327.75 FEET (CALLED 327.30 FEET), PASSING A 1/2" IRON ROD FOUND WITH A CAP STAMPED "COOMBS PLS 5294", SAID IRON ROD BEING THE NORTHEAST CORNER OF SAID PEYCO FAMILY TRACT, AND THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO ARLINGTON INDEPENDENT SCHOOL DISTRICT RECORDED IN VOLUME 12516, PAGE 2286, D.R.T.C.T., FROM WHICH A 1" IRON ROD FOUND BEARS SOUTH 26°37' EAST, 0.6' FEET, AND CONTINUING ALONG THE NORTH LINE OF SAID ARLINGTON INDEPENDENT SCHOOL DISTRICT TRACT IN ALL A TOTAL DISTANCE OF 429.37 FEET, ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 2844.79 FEET, A DELTA ANGLE OF 08°38'52", AND A CHORD BEARING OF SOUTH 83°30'14" EAST, 428.96 FEET, TO A TxDOT MONUMENT WITH ALUMINUM CAP FOUND, BEING THE NORTHEAST CORNER OF SAID ARLINGTON INDEPENDENT SCHOOL DISTRICT TRACT AND BEING THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO I-20, A JOINT VENTURE RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T.;

(5) SOUTH 77°59'19" EAST, ALONG THE NORTH LINE OF SAID I-20 TRACT RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T., A DISTANCE OF 149.65 FEET (CALLED 149.35 FEET), TO A TxDOT MONUMENT WITH ALUMINUM CAP FOUND;

(6) SOUTH 74°35'11" EAST, ALONG THE NORTH LINE OF SAID I-20 TRACT RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T., A DISTANCE OF 103.43 FEET (CALLED 103.70 FEET), TO A 5/8" IRON ROD FOUND;

(7) SOUTH 73°25'17" EAST, ALONG THE NORTH LINE OF SAID I-20 TRACT RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T., A DISTANCE OF 52.52 FEET (CALLED 52.40 FEET), TO A 1/2" IRON ROD FOUND;

(8) SOUTH 72°53'31" EAST, ALONG THE NORTH LINE OF SAID I-20 TRACT RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T., A DISTANCE OF 86.68 FEET (CALLED 86.80 FEET), TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "COOMBS PLS 5294", SAID IRON ROD BEING THE MOST NORTHERLY NORTHEAST CORNER OF SAID I-20 TRACT RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T., AND THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO DOMONICO SEMINARA RECORDED IN VOLUME 17325, PAGE 251, D.R.D.C.T., FROM WHICH A 5/8" IRON ROD FOUND BEARS SOUTH 09°05' WEST, 0.7 FEET;

THENCE SOUTH 00°10'34" EAST, DEPARTING THE SOUTH RIGHT-OF-WAY LINE OF SAID INTERSTATE 20, AND ALONG THE EAST LINE OF SAID I-20 TRACT RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T., AND THE WEST LINE OF SAID DOMONICO SEMINARA TRACT, A DISTANCE OF 663.66 FEET (CALLED 664.32 FEET), TO A 1/2" IRON PIPE FOUND, BEING THE SOUTHWEST CORNER OF SAID DOMONICO SEMINARA TRACT AND AN ELL CORNER OF SAID I-20 TRACT RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T.;

THENCE NORTH 89°52'12" EAST, ALONG THE SOUTH LINE OF SAID DOMONICO SEMINARA TRACT, AND THE MOST EASTERLY NORTH LINE OF SAID I-20 TRACT RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T, A DISTANCE OF 156.52 (CALLED 156.00 FEET) TO 5/8" IRON ROD FOUND, BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED TO SPECIALTY RESTAURANT EQUIPMENT CORPORATION RECORDED IN VOLUME 14036, PAGE 518, D.R.T.C.T., THE SOUTHEAST CORNER OF SAID DOMONICO SEMINARA TRACT, THE NORTHWEST CORNER OF LOT 1, J. O'DANIEL ADDITION, AN ADDITION TO THE CITY OF ARLINGTON, TARRANT COUNTY, TEXAS ACCORDING TO THE PLAT RECORDED IN CABINET A, SLIDE 5247, PLAT RECORDS, TARRANT COUNTY, TEXAS (P.R.T.C.T.) AND THE MOST EASTERLY NORTHEAST CORNER OF OF SAID I-20 TRACT RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T;

THENCE SOUTH 00°25'16" EAST, ALONG THE WEST LINE OF SAID LOT 1, AND THE MOST SOUTHERLY EAST LINE OF SAID I-20 TRACT RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T A DISTANCE OF 471.72 FEET TO A 5/8" IRON ROD FOUND IN THE NORTH RIGHT-OF-WAY LINE OF BARDIN ROAD (A 120' WIDE RIGHT-OF-WAY), SAID IRON ROD BEING THE SOUTHWEST CORNER OF SAID LOT 1;

THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF BARDIN ROAD AS FOLLOWS:

(1) SOUTH 67°19'21" WEST, A DISTANCE OF 91.45 FEET TO A POINT, BEING THE BEGINNING OF A CURVE TO THE RIGHT, FROM WHICH A 5/8" IRON ROD FOUND BEARS SOUTH 38°03' EAST, 0.3 FEET;

(2) SOUTHWESTERLY, AN ARC DISTANCE OF 372.69, ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 940.00 FEET, A DELTA ANGLE 22°43'00", AND A CHORD OF BEARING SOUTH 78°40'50" WEST, 370.26 FEET, TO A 5/8" IRON ROD FOUND;

(3) NORTH 89°57'40" WEST, A DISTANCE OF 83.52 FEET (83.62 FEET) TO A 5/8" IRON ROD FOUND, BEING IN THE WEST LINE OF SAID I-20 TRACT RECORDED IN VOLUME 5074, PAGE 470, D.R.T.C.T., AND IN THE EAST LINE OF SAID PEYCO FAMILY TRACT;

(4) NORTH 89°57'40" WEST, A DISTANCE OF 562.94 FEET (CALLED 562.84 FEET), TO A 5/8" IRON ROD FOUND IN THE WEST LINE OF SAID PEYCO FAMILY TRACT AND THE EAST LINE OF SAID I-20 TRACT RECORDED IN VOLUME 5073, PAGE 400, D.R.T.C.T.;

(5) NORTH 89°57'40" WEST, A DISTANCE OF 560.14 FEET (CALLED 558.98 FEET), TO A POINT AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID BARDIN ROAD WITH THE EAST RIGHT-OF-WAY LINE OF SAID SHERRY STREET, FROM WHICH A 1/2" IRON ROD FOUND WITH A CAP STAMPED "PLS 4838" BEARS NORTH 80°13' EAST, A DISTANCE OF 1.4 FEET;

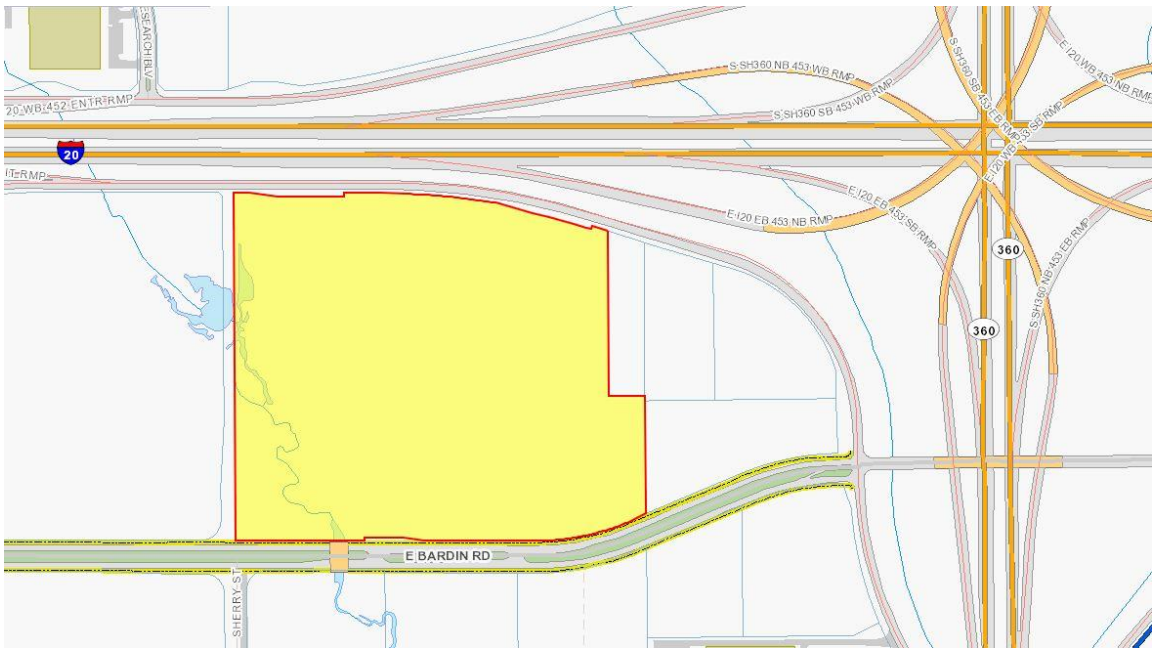
THENCE NORTH 00°25'18" WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID SHERRY STREET AND THE WEST LINE OF SAID I-20 TRACT RECORDED IN VOLUME 5073, PAGE 400, D.R.T.C.T., A DISTANCE OF 1395.27 FEET TO THE PLACE OF BEGINNING AND CONTAINING 48.629 ACRES (2,118,270 SQUARE FEET) OF LAND, MORE OR LESS.

Exhibit "B"

MAP OF SUBJECT PROPERTY

2200 EAST INTERSTATE HIGHWAY 20, ARLINGTON, TEXAS

The property located at the northeast corner of Bardin Road and Sherry Street, formerly addressed as
2300, 2310, 2320 and 2330 East Interstate Highway 20, Arlington, Texas



Staff Report

Ordering a Special Election	
City Council Meeting Date: 08-02-16	Document Being Considered: Ordinance

RECOMMENDATION
Approve the first reading of the attached ordinance calling a special election to be held November 8, 2016 for a Sports and Community Venue Project known as the Texas Rangers Complex Development Project.

PRIOR BOARD OR COUNCIL ACTION
On May 24, 2016, City Council approved Resolution 16-090 designating and providing for the Texas Rangers Complex Development Project as a Sports and Community Venue Project and designating the methods of financing the Complex pursuant to Chapter 334, Texas Local Government Code, by a vote of 9-0-0.

On May 24, 2016, City Council approved Resolution 16-091 authorizing the City Manager or his designee to execute a Master Agreement by and between Rangers Baseball, LLC and the City of Arlington, Texas relative to the Ballpark Complex Project, by a vote of 9-0-0.

ANALYSIS
On May 24, 2016, the City Council passed a resolution describing the Texas Rangers Complex Development Project as a sports and community venue project and designating methods of financing the project authorized under Texas Local Government Code Chapter 334. Per state law, that resolution was submitted to the State Comptroller of Public Accounts, who performed a State fiscal impact analysis and determined the proposed methods of financing will not have a significant negative fiscal impact on State revenue. The City may now call a special election to allow Arlington voters to vote on the Texas Rangers Complex Development Project and proposed method of financing.

The attached ordinance orders a November 8, 2016 special election to allow Arlington voters to consider authorizing the Texas Rangers Complex Development Project and to authorize the funding of the project by: (i) authorizing the use of an existing sales and use tax at one-half of one percent; (ii) authorizing the use of an existing tax on hotel occupancy at a rate of two percent of the price paid for the room; (iii) authorizing the use of an existing tax at a rate of five percent on motor vehicle rental receipts; (iv) imposing an admission tax on each ticket sold to an event held at the Texas Rangers Complex Development Project not to exceed ten percent of the price of the ticket; (v) imposing a parking tax on motor vehicles parked in the parking facility of the Texas Rangers Complex Development Project not to exceed three dollars per vehicle.

This ordinance orders a special election and establishes election dates, designates days and times for early voting in person and the proposed polling places for early voting and election day voting, ballot content, the types of ballot and the types of voting devices to be utilized.

FINANCIAL IMPACT
None

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Jennifer Wichmann
Management Resources Director
817-459-6408
Jennifer.Wichmann@arlingtontx.gov

Mary Supino
City Secretary
817-459-6188
Mary.Supino@arlingtontx.gov

ORDINANCE No. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS, CALLING A SPECIAL ELECTION TO BE HELD WITHIN THE CITY TO APPROVE AND IMPLEMENT A RESOLUTION DESIGNATING THE TEXAS RANGERS COMPLEX DEVELOPMENT PROJECT AS A SPORTS AND COMMUNITY VENUE PROJECT AND DESIGNATING THE METHODS OF FINANCING THEREFOR AND THE RATE OF EACH METHOD OF FINANCING PURSUANT TO CHAPTER 334, LOCAL GOVERNMENT CODE, AS AMENDED; MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION AND OTHER PROVISIONS RELATING THERETO

WHEREAS, on May 24, 2016, pursuant to Chapter 334, Local Government Code (the "Act") the City Council of the City of Arlington, Texas (the "City") adopted a resolution (the "Resolution") designating and, subject to approval at an election, authorizing the Texas Rangers Complex Development Project as a sports and community venue project within the City of the type described and defined in Section 334.001(4)(A) of, and permitted by, the Act and described in summary form as:

A multi-purpose and multi-functional stadium, coliseum, community and entertainment venue that is planned for use for one or more professional or amateur sports events, including the professional baseball games of the "Texas Rangers", a member team of Major League Baseball, and related infrastructure, as defined in the Act.

WHEREAS, in the Resolution the Council designated the following methods of financing authorized by the Act to finance the Texas Rangers Complex Development and the maximum rate of each method:

A. A sales and use tax on retail sales and transactions within the City at a rate of one-half of one percent (0.5%) as and to the extent authorized by Subchapter D of the Act;

B. A tax at a rate not to exceed five percent (5%) on the gross rental receipts from the short-term rental in the City of a motor vehicle, as and to the extent authorized by Subchapter E of the Act;

C. A tax on the occupancy of a room in a hotel located within the City, at a rate not to exceed two percent (2%) of the price paid for such room, as and to the extent authorized by Subchapter H of the Act.

D. A tax, at a rate not to exceed three dollars ($3.00) on each parked motor vehicle parking in a parking facility of the Texas Rangers Complex Development Project, as and to the extent authorized by Subchapter G of the Act.

E. A tax on each ticket sold as admission to an event held at The Texas Rangers Complex Development Project, at a rate not to exceed ten percent (10%) of the price of the ticket sold as admission, as and to the extent authorized by Subchapter F of the Act.

WHEREAS, as required by Section 334.022 of the Act, the City sent a copy of the Resolution to the Comptroller of Public Accounts, and the Comptroller has notified the City that he has determined that the taxes called for in the Resolution would have no negative fiscal impact on State revenue; and

WHEREAS, the City Council of the City of Arlington, Texas is authorized and has determined to order an election on the question of approving the implementation of the Resolution pursuant to Section 334.024 of the Act; and

WHEREAS, the City Council hereby finds and determines that said election shall be held on a uniform election date established by Section 41.001(a) Texas Election Code, as amended, as required by Texas law; and

WHEREAS, the City Council hereby finds and declares that the meeting at which this Ordinance is considered is open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; therefore,

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

Section 1. Findings. The statements contained in the preamble of this Ordinance are true and correct and are hereby adopted as findings of fact and as part of the operative provisions hereof.

Section 2. Election Ordered; Date; Propositions. An election (the "Election") shall be held for and within the City on Tuesday, November 8, 2016 ("Election Day"), a uniform election date established by Section 41.001(a) of the Texas Election Code, as amended (the "Code"). At the Election the following propositions (the "Propositions") shall be submitted to the qualified voters of the City in accordance with law:

PROPOSITION NO. 1

"Authorizing the City of Arlington to provide for the planning, acquisition, establishment, development, construction and financing of the Texas Rangers Complex Development Project and related infrastructure, within the City, of the type described and

defined in Section 334.001(4)(A) of and permitted by Chapter 334 Local Government Code, as amended (the "Act"), designated by Resolution No. 16-090 (the "Resolution"), and described in summary form as a multi-purpose and multi-functional stadium, coliseum, community and entertainment venue that is planned for use for one or more professional or amateur sports events, including the professional baseball games of the "Texas Rangers" a member team of Major League Baseball and (i) to impose a parking tax, at a rate not to exceed three dollars ($3.00) on each parked motor vehicle parking in a parking facility of the Texas Rangers Complex Development Project, as and to the extent authorized by Subchapter G of the Act, (ii) to impose an admissions tax on each ticket sold as admission to an event held at the Texas Rangers Complex Development Project, at a rate not to exceed ten percent (10%) of the price of the ticket sold as admission, as and to the extent authorized by Subchapter F of the Act; (iii) to authorize the use of the existing hotel occupancy tax on the occupancy of a room in a hotel located within the City, at a rate not to exceed two percent (2%) of the price paid for such room as and to the extent authorized by Subchapter H of the Act and if approved the maximum hotel occupancy tax rate imposed from all sources in the City would be 15%; (iv) to authorize the use of the existing sales and use tax within the City at a rate of one-half of one percent (0.5%), as and to the extent authorized by Subchapter D of the Act; and (v) to authorize the use of the existing motor vehicle short-term rental tax at a maximum rate of five percent (5%) on the gross rental receipts from the short-term rental in the City of a motor vehicle, as and to the extent authorized by Subchapter E of the Act, for the purpose of financing the Texas Rangers Complex Development and approving the Resolution."

Section 3. Official Ballot. The Proposition shall be set forth substantially in the following form, so as to permit the voters to vote "FOR" or "AGAINST" the Proposition, which shall be set forth on the ballots in substantially the following form:

PROPOSITION NO. 1

☐	FOR	"AUTHORIZING THE CITY OF ARLINGTON TO PROVIDE FOR THE PLANNING, ACQUISITION, ESTABLISHMENT, DEVELOPMENT, CONSTRUCTION AND FINANCING OF THE TEXAS RANGERS COMPLEX DEVELOPMENT PROJECT AND RELATED INFRASTRUCTURE, WITHIN THE CITY OF THE TYPE DESCRIBED AND DEFINED IN SECTION 334.001(4)(A) OF THE LOCAL GOVERNMENT CODE AS AMENDED (THE "ACT") AND (I) TO IMPOSE A PARKING TAX, AT A RATE NOT TO EXCEED THREE DOLLARS ($3.00) ON EACH PARKED MOTOR VEHICLE PARKING IN A PARKING FACILITY OF THE TEXAS RANGERS COMPLEX DEVELOPMENT PROJECT, AS AND TO THE EXTENT AUTHORIZED BY SUBCHAPTER G OF THE ACT, (II) TO IMPOSE AN ADMISSIONS TAX ON EACH TICKET SOLD AS ADMISSION TO AN EVENT HELD AT THE TEXAS RANGERS COMPLEX DEVELOPMENT PROJECT, AT A RATE NOT TO EXCEED TEN PERCENT (10%) OF THE PRICE OF THE TICKET SOLD AS ADMISSION, AS AND TO THE EXTENT AUTHORIZED BY SUBCHAPTER F OF THE ACT; (III) TO AUTHORIZE THE USE OF THE EXISTING HOTEL OCCUPANCY TAX ON THE OCCUPANCY
☐	AGAINST	

OF A ROOM IN A HOTEL LOCATED WITHIN THE CITY, AT A RATE NOT TO EXCEED TWO PERCENT (2%) OF THE PRICE PAID FOR SUCH ROOM AS AND TO THE EXTENT AUTHORIZED BY SUBCHAPTER H OF THE ACT AND IF APPROVED THE MAXIMUM HOTEL OCCUPANCY TAX RATE IMPOSED FROM ALL SOURCES IN THE CITY WOULD BE 15%; (IV) TO AUTHORIZE THE USE OF THE EXISTING SALES AND USE TAX WITHIN THE CITY AT A RATE OF ONE-HALF OF ONE PERCENT (0.5%), AS AND TO THE EXTENT AUTHORIZED BY SUBCHAPTER D OF THE ACT; AND (V) TO AUTHORIZE THE USE OF THE EXISTING MOTOR VEHICLE SHORT-TERM RENTAL TAX AT A MAXIMUM RATE OF FIVE PERCENT (5%) ON THE GROSS RENTAL RECEIPTS FROM THE SHORT-TERM RENTAL IN THE CITY OF A MOTOR VEHICLE, AS AND TO THE EXTENT AUTHORIZED BY SUBCHAPTER E OF THE ACT."

Section 4. Use of Existing Taxes. If Proposition No. 1 is approved by the voters, the existing Hotel Occupancy Tax, Motor Vehicle Short-Term Rental Tax and Sales Tax collected under the Act are intended to be used for Texas Rangers Complex Development Project as stated herein in addition to being used for the previously approved Dallas Cowboys Complex Development Project.

Section 5. Persons Qualified to Vote. All resident, qualified electors of the City shall be eligible to vote at the Election.

Section 6. Election Precincts, Voting Locations and Voting Hours on Election Date. The voting precincts for the Election are hereby designated to be those municipal voting precincts identified by their respective county precinct numbers as determined by the Elections Administrator. Such locations incorporated herein by reference for all purposes; provided, however, such times and locations may be changed if so directed by the Elections Administrator without further action of the City Council. The Elections Administrator of Tarrant County is hereby authorized and directed to make such changes in polling locations as may be necessary for the proper conduct of the Election. Each polling place shall be open from 7:00 a.m. to 7:00 p.m. on the date of the Election.

Section 7. Early Voting Locations, Dates and Times. (a) The Elections Administrator of Tarrant County is hereby appointed as Early Voting Clerk for the election. Deputy early voting judges/clerks will be appointed as needed to process early voting mail and to conduct early voting. Early voting by mail shall be conducted in conformance with the requirements of the Code. The main early voting polling place is hereby designated to be the Tarrant County Elections Center, 2700 Premier St., Fort Worth, Texas 76111. Ballot applications and ballots voted by mail shall be sent to: Tarrant County Elections Center, P.O. Box 961011, Fort Worth, Texas 76161-0011. The Elections Administrator and/or the Early Voting Clerk are hereby authorized to appoint the members of the Early Voting Ballot Board and the presiding judge and alternate judge in accordance with the requirements of the Code. Early voting shall be conducted by the Early Voting Clerk, at the main early voting polling location

listed above, such location may be changed or additional early voting locations may be added by the Elections Administrator, without further action of the City Council, as is necessary for the proper conduct of the Election.

(b) In addition to the main early voting polling location, City of Arlington voters may vote at all early voting polling locations as designated and maintained by Tarrant County throughout the County such locations as listed in Exhibit A attached hereto, as may be modified by the Elections Administrator without further action of the City Council.

(c) Early voting by personal appearance shall begin on Monday, October 24, 2016, and shall end at 7:00 p.m. on Friday, November 4, 2016, with the voting times to be as follows:

October 24 (Monday through Friday) - October 28	8:00 AM – 5:00 PM
October 29 (Saturday)	7:00 AM – 7:00 PM
October 30 (Sunday)	11:00 AM – 4:00 PM
October 31 (Monday through Friday) - November 4	7:00 AM – 7:00 PM

Section 8. Notice of Election. Notice of the Election shall be given by: (i) publishing a substantial copy of this Ordinance, in English and Spanish, not earlier than the thirtieth (30th) day nor later than the fourteenth (14th) day prior to the date set for the Election, in a newspaper published in the City, (ii) posting a copy of this Ordinance, in English and Spanish at the City Hall on the bulletin board used for posting notices of the meetings of the City Council and at three (3) other public places within the boundaries of the City, not later than the twenty-first (21st) day prior to the date set for the Election and (iii) posting a copy of this Ordinance, in English and Spanish, on the City's website, prominently and together with the notice of the Election and the contents of the Proposition, not later than the twenty-first (21st) day prior to the date set for the Election through Election Day. Additionally, on Election Day and during early voting by personal appearance, this Ordinance shall be posted in a prominent location at each polling place. Notice of the Election shall also be provided to the County Clerk of Tarrant County, Texas and the Tarrant County Voter Registrar not later than the 60th day before the Election Day.

Section 9. Conduct of Election. (a) The Election shall be conducted in accordance with the Code under the jurisdiction of the Tarrant County Elections Department (the "Elections Administrator") pursuant to an Election Services Contract (the "Contract") by and among Tarrant County Elections Department, the City and other participating entities, if any, described in the Contract. The City Manager or the City Manager's designee is authorized to amend or supplement the Contract to the extent required for the Election to be conducted in an efficient and legal manner as determined by the Elections Administrator.

(b) Election judges, alternate judges and clerks shall be paid, as determined by the Elections Administrator, for their service in the Election.

(c) E-slate, a Direct Record Electronic (DRE) System shall be used for early voting by personal appearance, and paper ballots, which are optically scanned, shall be used for early voting by mail. In the November 8, 2016 election, the Elections Administrator shall cause paper ballots, which are optically scanned, to be prepared in the form of the ballot prescribed below, being in both English and Spanish, and shall furnish election officials said ballots, in such form, together with any other forms or blanks, in accordance with the Charter of the City of Arlington, Texas, the Constitution and laws of the State of Texas and the Voting Rights Act of 1965, and any amendments thereto, insofar as same are applicable. E-Slate, a Direct Record Electronic (DRE) System shall be provided and used at each polling location on Election Day.

(d) The holding of the Election shall be in compliance with the Code except as modified by other applicable provisions of law.

(e) The election officers shall make returns for the Election in the manner required by law, and the ballots that are properly marked in conformance with the provisions of the Code for votes cast both during the period of early voting and on the day of the Election shall be counted in the manner required by law.

Section 10. Necessary Actions. The Mayor and the City Secretary of the City, in consultation with the City's Attorney and bond counsel, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code and the Federal Voting Rights Act in carrying out and conducting the Election, whether or not expressly authorized herein, including making changes or additions to polling places or procedures to the extent required or desirable or as may become necessary due to circumstances arising after the date of this Ordinance.

Section 11. Severability. If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, neither the remaining portions of this Ordinance nor their application to other persons or sets of circumstances shall be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, invalidity or unenforceability of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

Section 12. Effective Date. This Ordinance shall take effect immediately upon adoption.

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

[SEAL]

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

By:_____

Signature Page for Ordinance Calling Election

#5109785.12

EXHIBIT A

TARRANT COUNTY EARLY VOTING

(VOTACIÓN ADELANTADA DEL CONDADO DE TARRANT)

NOVEMBER 8, 2016

(8 DE NOVIEMBRE DE 2016)

JOINT GENERAL AND SPECIAL ELECTIONS

(ELECCIÓNES GENERALES CONJUNTAS Y ESPECIALES)

EARLY VOTING BY PERSONAL APPEARANCE DAYS AND HOURS

(DÍAS Y HORAS DE VOTACIÓN TEMPRANO POR APARICIÓN PERSONAL)

October 24(Monday through Friday)- October 28	8:00 AM – 5:00 PM
October 29 (Saturday)	7:00 AM – 7:00 PM
October 30 (Sunday)	11:00 AM – 4:00 PM
October 31 (Monday through Friday) - November 4	7:00 AM – 7:00 PM

	Location *(Ubicación)*	**Address** *(Dirección)*	**City** *(Ciudad)*	**Zip Code** *(Código postal)*
1	Bob Duncan Center	2800 S Center Street	Arlington	76014
2	Elzie Odom Athletic Center	1601 NE Green Oaks Boulevard	Arlington	76006
3	Center for Community Service Junior League of Arlington	4002 W Pioneer Parkway	Arlington	76013
4	South Service Center	1100 SW Green Oaks Boulevard	Arlington	76017
5	Tarrant County Sub-Courthouse in Arlington	700 E Abram Street	Arlington	76010
6	Tarrant County College Southeast Campus *EMB - C Portable Building*	2100 Southeast Parkway	Arlington	76018
7	B J Clark Annex *Room 4*	603 Southeast Parkway	Azle	76020
8	Bedford Public Library	2424 Forest Ridge Drive	Bedford	76021
9	Benbrook Community Center	228 San Angelo Avenue	Benbrook	76126
10	Colleyville City Hall	100 Main Street	Colleyville	76034
11	Crowley Community Center	900 E Glendale Street	Crowley	76036
12	Euless Public Library	201 N Ector Drive	Euless	76039
13	Forest Hill Civic and Convention Center	6901 Wichita Street	Forest Hill	76140
14	All Saints Catholic Church Parish Hall	200 NW 20th Street	Fort Worth	76164
15	Diamond Hill/Jarvis Library	1300 NE 35th Street	Fort Worth	76106
16	Griffin Sub-Courthouse	3212 Miller Avenue	Fort Worth	76119
17	Handley-Meadowbrook Community Center	6201 Beaty Street	Fort Worth	76112
18	James Avenue Service Center	5001 James Avenue	Fort Worth	76115
19	JPS Health Center Viola M. Pitts/Como *Lower Level – Suite 100*	4701 Bryant Irvin Road N	Fort Worth	76107
20	Southside Community Center	959 E Rosedale Street	Fort Worth	76104
21	Southwest Sub-Courthouse	6551 Granbury Road	Fort Worth	76133
22	Summerglen Branch Library	4205 Basswood Boulevard	Fort Worth	76137
23	Tarrant County Election Center Main Early Voting Site (Principal sitio de votación adelantada)	2700 Premier Street	Fort Worth	76111
24	Tarrant County Plaza Building	201 Burnett Street	Fort Worth	76102
25	Villages of Woodland Springs Amenity Center	12209 Timberland Boulevard	Fort Worth	76244

#5109785.12

TARRANT COUNTY EARLY VOTING

(VOTACIÓN ADELANTADA DEL CONDADO DE TARRANT)

NOVEMBER 8, 2016

(8 DE NOVIEMBRE DE 2016)

JOINT GENERAL AND SPECIAL ELECTIONS

(ELECCIÓNES GENERALES CONJUNTAS Y ESPECIALES)

	Location *(Ubicación)*	**Address** *(Dirección)*	**City** *(Ciudad)*	**Zip Code** *(Código postal)*
26	Worth Heights Community Center	3551 New York Avenue	Fort Worth	76110
27	Godley ISD Administration Building	313 N Pearson Street	Godley	76004
28	Asia Times Square	2615 W Pioneer Parkway (Corner Pioneer Pkwy and Great Southwest Pkwy)	Grand Prairie	75051
29	Lake Park Operations Center	5610 Lake Ridge Parkway	Grand Prairie	75052
30	The REC of Grapevine	1175 Municipal Way	Grapevine	76051
31	Haltom City Northeast Center	3201 Friendly Lane	Haltom City	76117
32	Hurst Recreation Center	700 Mary Drive	Hurst	76053
33	Northeast Sub-Courthouse Community Room	645 Grapevine Highway	Hurst	76054
34	Keller Town Hall	1100 Bear Creek Parkway	Keller	76248
35	Kennedale Community Center	316 W 3rd Street	Kennedale	76060
36	Sheriff's Office North Patrol Division	6651 Lake Worth Boulevard	Lake Worth	76135
37	Mansfield Sub-Courthouse	1100 E Broad Street	Mansfield	76063
38	Dan Echols Center	6801 Glenview Drive	N Richland Hills	76180
39	Richland Hills Community Center	3204 Diana Drive	Richland Hills	76118
40	Eagle Mountain-Saginaw ISD Administration Building 6 – Training Room	1200 Old Decatur Road	Saginaw	76179
41	Southlake Town Hall	1400 Main Street	Southlake	76092
42	White Settlement Public Library	8215 White Settlement Road	White Settlement	76108

TEMPORARY BRANCH EARLY VOTING LOCATIONS

NOVEMBER 8, 2016

JOINT GENERAL AND SPECIAL ELECTIONS

UTA – University of Texas at Arlington Maverick Activities Center	500 W. Nedderman Drive	Arlington	76019

Application for a Ballot by Mail may be downloaded from our website: www.tarrantcounty.com/elections
(Solicitud para Boleta por Correo se puede descargar de nuestro sitio web): www.tarrantcounty.com/elections

Information by phone: Tarrant County Elections Administration, 817-831-8683
(Información por teléfono): (Administración de Elecciones del Condado de Tarrant 817-831-8683)

#5109785.12

TARRANT COUNTY EARLY VOTING

(VOTACIÓN ADELANTADA DEL CONDADO DE TARRANT)

NOVEMBER 8, 2016

(8 DE NOVIEMBRE DE 2016)

JOINT GENERAL AND SPECIAL ELECTIONS

(ELECCIÓNES GENERALES CONJUNTAS Y ESPECIALES)

Applications for a Ballot by Mail may be submitted between_____, 2016 and _____, 2016 by mail, fax or email to:
(Solicitudes para una Boleta por Correo pueden ser sometidas entre el _____ de 2016 y _____ de 2016 por correo, fax o email a):

Early Voting Clerk *(Secretario De Votación Adelantada)*
PO Box 961011
Fort Worth TX 76161-0011

Fax: 817-831-6118
Email: www.votebymail@tarrantcounty.com

#5109785.12

ELECTION DAY POLLING LOCATIONS FOR TUESDAY, NOVEMBER 8, 2016 SPECIAL ELECTION
(LOCALIDADES DE VOTACIÓN DEL DÍA DE ELECCIÓN PARA LA ELECCIÓN ESPECIAL EL MARTES 8 DE NOVIEMBRE DE 2016)

2600	W. M. Green Elementary School (1149 key precinct, not in Arlington) 4612 David Strickland Road Fort Worth, Texas 76119
1211	Sunrise-McMillian Elementary School 3409 Stalcup Road Fort Worth, Texas 76119
1463, 2467	Shepherd of Life Lutheran Church 715 East Lamar Boulevard Arlington, Texas 76011
1489	Bill J. Elliott Elementary School 2501 Cooks Lane Fort Worth, Texas 76120
2003, 1605, 2303, 2606	Berta May Pope Elementary School 901 Chestnut Drive Arlington, Texas 76012
2007, 2505	Southwest Branch Library 3311 Southwest Green Oaks Boulevard Arlington, Texas 76017
2026, 2670	W. R. Wimbish Elementary School 1601 Wright Street Arlington, Texas 76012
2027, 2002, 2461, 2675	Atherton Elementary School 2101 Overbrook Drive Arlington, Texas 76014
2028, 2358, 2506	Truett Boles Junior High School 3900 Southwest Green Oaks Boulevard Arlington, Texas 76017
2031, 2613	Timberview High School 7700 South Watson Road Arlington, Texas 76002
2052	Ruby Ray Swift Elementary School 1101 South Fielder Road Arlington, Texas 76013
2055, 1380, 1631	Sherrod Elementary School 2626 Lincoln Drive Arlington, Texas 76006
2100	Meadowbrook Recreation Center 1400 Dugan Street Arlington, Texas 76010
2143, 2403	Louise Blanton Elementary School 1900 South Collins Street Arlington, Texas 76010
2145, 2673	Veda Knox Elementary School 2315 Stonegate Street Arlington, Texas 76010
2147, 2401, 2451	Fielder Church Annex 1333 West Pioneer Parkway Arlington, Texas 76013
2274, 2561, 2616	Myrtice and Curtis Larson Elementary School (2158 key precinct, not in Arlington) 2620 Avenue K Grand Prairie, Texas 75050
2161	Tarrant County Sub-Courthouse in Arlington 700 East Abram Street Arlington, Texas 76010
2168, 2513	South Davis Elementary School 2001 South Davis Drive Arlington, Texas 76013
2169, 2134, 2263, 2569	City of Arlington Senior Center 2015 Craig Hanking Drive Arlington, Texas 76010
2171, 2310	Woodland West Church of Christ 3101 West Park Row Arlington, Texas 76013
2174	Key Elementary School 3621 Roosevelt Drive Arlington, Texas 76016
2402	UAW Local #276 (2180 key precinct, not in Arlington) 2505 W.E. Roberts Street Grand Prairie, Texas 75051
2181	Westminster Presbyterian Church 1330 South Fielder Road Arlington, Texas 76013
2190, 2148, 2655,	John Webb Elementary School

#5109785.10

ELECTION DAY POLLING LOCATIONS FOR TUESDAY, NOVEMBER 8, 2016 SPECIAL ELECTION
(LOCALIDADES DE VOTACIÓN DEL DÍA DE ELECCIÓN PARA LA
ELECCIÓN ESPECIAL EL MARTES 8 DE NOVIEMBRE DE 2016)

2656, 2657	1200 North Cooper Street Arlington, Texas 76011

ELECTION DAY POLLING LOCATIONS FOR TUESDAY, NOVEMBER 8, 2016 SPECIAL ELECTION
(LOCALIDADES DE VOTACIÓN DEL DÍA DE ELECCIÓN PARA LA ELECCIÓN ESPECIAL EL MARTES 8 DE NOVIEMBRE DE 2016)

2205	Bailey Junior High School 2411 Winewood Lane Arlington, Texas 76013
2210	Myrtle Thornton Elementary School 2301 East Park Row Drive Arlington, Texas 76010
2217, 2058	St. Stephen United Methodist Church 1800 West Randol Mill Road Arlington, Texas 76012
2219	Miller Elementary School 6401 West Pleasant Ridge Road Arlington, Texas 76016
2220, 1514	Arlington First Church of the Nazarene 1301 West Green Oaks Boulevard Arlington, Texas 76013
2224, 1442	Elzie Odom Athletic Center 1601 Northeast Green Oaks Boulevard Arlington, Texas 76006
2225, 2428	Beth Anderson Elementary School 1101 Timberlake Drive Arlington, Texas 76010
2226, 2269, 2658	Bob Duncan Center 2800 South Center Street Arlington, Texas 76014
2228, 1420, 1607	Shackelford Junior High School 2000 North Fielder Road Arlington, Texas 76012
2229	Beatrice Short Elementary School 2000 California Lane Arlington, Texas 76015
2235, 2659	Ethel Goodman Elementary School 1400 Rebecca Lane Arlington, Texas 76014
2246	Butler Elementary School 2121 Margaret Drive Arlington, Texas 76012
2262	New Hope Baptist Church 6765 Dick Price Road Mansfield, Texas 76063
2267	Foster Elementary School 1025 High Point Road Arlington, Texas 76015
2268	Workman Junior High School 701 East Arbrook Boulevard Arlington, Texas 76014
2280	Interlochen Health and Rehabilitation Center 2645 West Randol Mill Road Arlington, Texas 76012
2281	Jones Academy 2001 Van Buren Drive Arlington, Texas 76011
2305, 2425	Kennedale High School 901 Wildcat Way Kennedale, Texas 76060
2306, 2521	Cliff Nelson Recreation Center 4600 West Bardin Road Arlington, Texas 76017
2309, 2660	Prince of Peace Church 1701 Martin Luther Drive Arlington, Texas 76010
2313	Jason B. Little Elementary School 3721 Little Road Arlington, Texas 76016
2314, 2266, 2468	Charles W. Young Junior High School 3200 Woodside Drive Arlington, Texas 76016
2316, 1441, 1564, 2315	Northeast Branch Library 1905 Brown Boulevard Arlington, Texas 76006
2317	Lamar High School 1400 Lamar Boulevard West Arlington, Texas 76012
2318	Gunn Junior High School 3000 South Fielder Road Arlington, Texas 76015
2319, 2464	Ruth Ditto Elementary School 3001 Quail Lane Arlington, Texas 76016
2320, 2302, 2393	Mayfield Road Baptist Church 1701 East Mayfield Road Arlington, Texas 76014
2356, 2304	The Church on Rush Creek

#5109785.10

ELECTION DAY POLLING LOCATIONS FOR TUESDAY, NOVEMBER 8, 2016 SPECIAL ELECTION
(LOCALIDADES DE VOTACIÓN DEL DÍA DE ELECCIÓN PARA LA ELECCIÓN ESPECIAL EL MARTES 8 DE NOVIEMBRE DE 2016)

	2350 Southwest Green Oaks Boulevard Arlington, Texas 76017
2357	Donna Shepard Intermediate School 1280 FM Road 1187 Mansfield, Texas 76063
2381	J. M. Farrell Elementary School 3410 Paladium Drive Grand Prairie, Texas 75052
2383	New Life Fellowship 201 East Sublett Road Arlington, Texas 76018
2438	Cross Point Church of Christ 3020 West Bardin Road Grand Prairie, Texas 75052
2448, 2353	Southeast Branch Library 900 Southeast Green Oaks Boulevard Arlington, Texas 76018
2449	St. Andrews United Methodist Church 2045 Southeast Green Oaks Boulevard Arlington, Texas 76018
2450	Alpha International Seventh-day Adventist Church 6000 South Collins Street Arlington, Texas 76018
2462, 2581	Kenneth Davis Elementary School 900 Eden Road Arlington, Texas 76001
2474, 2029	Kennedale Community Center 316 West 3rd Street Kennedale, Texas 76060
2519, 2030	City of Arlington South Service Center 1100 Southwest Green Oaks Boulevard Arlington, Texas 76017
2520	Pleasant Ridge Church of Christ 6102 West Pleasant Ridge Road Arlington, Texas 76016
2522	R. F. Patterson Elementary School 6621 Kelly Elliott Road Arlington, Texas 76001
2523, 2354	New York Avenue Church of Christ 5371 New York Avenue Arlington, Texas 76018
2525	D. P. Morris Elementary School 7900 Tin Cup Drive Arlington, Texas 76001
2535, 2307	T. A. Howard Middle School 7501 Calender Road Arlington, Texas 76001
2536, 2537, 2571	Dora E. Nichols Junior High School 2201 Ascension Boulevard Arlington, Texas 76006
2541, 2341, 2405	Odeal Pearcy Elementary School 601 East Harris Road Arlington, Texas 76002
2553	Grace Community Church 801 West Bardin Road Arlington, Texas 76017
2556, 2173, 2609	St. John Cumberland Presbyterian Church 6007 West Pleasant Ridge Road Arlington, Texas 76016
2557	Janet Brockett Elementary School 810 Dove Meadows Drive Arlington, Texas 76002
2635	The Community at Lake Ridge 1151 Mansfield Webb Road Arlington, Texas 76002
2645	Martha Reid Elementary School 500 Country Club Drive Arlington, Texas 76002

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