



# CITY COUNCIL AGENDA

**AUGUST 23, 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](http://www.arlingtontx.gov)

### CITY COUNCIL SCHEDULE-2016

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

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

## II. Support or Opposition on Agenda Items

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

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

## III. Citizen Participation

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

## IV. Rules of Courtesy

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

## I. Información General

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

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

### EL HORARIO DEL AYUNTAMIENTO-2016

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

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

## II. Apoya u Opone los Artículos del Orden del Día

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

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

## III. Participación de los Ciudadanos

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

## IV. Reglas de Cortesía

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

# Agenda



## Arlington City Council Meeting

Council Briefing Room  
101 W. Abram St., 3<sup>rd</sup> floor

Tuesday, August 23, 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
  
- VII. APPROVAL OF MINUTES

Special Meeting, June 14, 2016  
Afternoon Meeting, August 2, 2016  
Evening Meeting, August 2, 2016  
Special Meeting, August 9, 2016

<ul style="list-style-type: none"><li>• 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.</li><li>• Council meetings are broadcast live on Arlington's Government Channel, and rebroadcast throughout the week at the following times:</li></ul>												
<table><thead><tr><th></th><th>Afternoon meetings</th><th>Evening Meetings</th></tr></thead><tbody><tr><td>Sunday</td><td>1:00 p.m.</td><td>6:00 p.m.</td></tr><tr><td>Wednesday</td><td>1:30 p.m.</td><td>6:30 a.m.</td></tr><tr><td>Saturday</td><td>6:00 p.m.</td><td>6:30 a.m.</td></tr></tbody></table>		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.
	Afternoon meetings	Evening Meetings										
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Saturday	6:00 p.m.	6:30 a.m.										
<p>The Council agenda can be viewed on the City's website at <a href="http://www.ArlingtonTX.gov">www.ArlingtonTX.gov</a></p> <ul style="list-style-type: none"><li>• For a complete Arlington Government Channel program schedule, please visit <a href="http://www.ArlingtonTX.gov/Broadcast">www.ArlingtonTX.gov/Broadcast</a></li></ul>												

## VIII. APPROVAL OF CONSENT AGENDA

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

### A. Minute Orders

1. **Renewal of Professional Services Contract for Life Insurance, Disability Insurance and Leave Administration (MO#08232016-001)**  
Authorize the City Manager or his designee to exercise the option to renew and extend the professional services contract from January 2016 through 2017 for insurance and professional services with Life Insurance Company of North America known as Cigna Behavioral Health Inc., of Philadelphia, Pennsylvania in the estimated amount of \$2,265,000; \$1,350,000 for employer paid plans and \$1,015,000 for employee voluntary plans. Funding is available in various Human Resources accounts subject to FY17 and FY18 budget approval.
2. **Renewal of Contract for Employee Worksite Voluntary Products (MO#08232016-002)**  
Authorize the City Manager or his designee to exercise the first of two, one-year renewal options in the contract for voluntary worksite insurance plans, including accident and critical illness, with Allstate Benefits of Jacksonville, Florida. Premiums are paid by employee voluntary payroll deduction.
3. **Renewal of Contract for Dental Insurance (MO#08232016-003)**  
Authorize the City Manager or his designee to exercise the first of two, one-year renewal options in the contract for the voluntary dental insurance plans with Delta Dental Insurance Company of Highland Village, Texas. Funds are paid through employee payroll deduction.
4. **Renewal of Contract for Employee Vision Insurance (MO#08232016-004)**  
Authorize the City Manager or his designee to exercise the first of two, one-year renewal options in the contract for the voluntary vision insurance plans with Superior Vision Service, Inc. of Rancho Cordova, California. Funds are paid by employee through payroll deduction.
5. **Renewal of Contract for Benefit Consulting Services (MO#08232016-005)**  
Authorize the City Manager or his designee to exercise the first of two, one-year renewal options in the contract for Benefit Consulting services with McGriff, Seibels & Williams Insurance Services, Inc. of Addison, Texas in an amount not to exceed \$55,000. Funding is available in the Group Health Fund Account No. 520101-64008.
6. **Renewal of Contract for Fleet Vehicle Maintenance Services, Bid Project 08-0099 (MO#08232016-006)**  
Authorize the City Manager or his designee to exercise the third and final one-year renewal option in the contract for fleet vehicle maintenance services with Centerra Integrated Services, LLC, of West Palm Beach, Florida, and execute any and all documents necessary to carry out such contract. The estimated amount for Target costs is \$2,861,927.57, which includes a 3% contractual increase, and \$1,000,000 for Non-Target costs, for a total estimated amount of \$3,861,927.57, over the final contract term. Funds are budgeted in the Fleet Services Accounts and in various departmental accounts and subject to FY2017 budget approval.

7. **Renewal of Annual Requirements Contract for Water Gate Valves, Bid Project 15-0137 (MO#08232016-007)**  
Authorize the City Manager or his designee to exercise the first of four, one-year renewal options in the contract for resilient wedge gate valves with Texas Water Products of Fort Worth, Texas in the estimated amount of \$283,205 and Ferguson Water Works of Dallas, Texas in the estimated amount of \$489,972 for a total estimated amount of \$773,177, and execute any and all documents necessary to carry out such renewals. Funds are budgeted in Water Utilities Inventory Account No. 5000-16000 and subject to FY2017 budget approval.
8. **Renewal of Annual Requirements Contract for Animal Shelter Supplies, Bid Project 15-0161 (MO#08232016-008)**  
Authorize the City Manager or his designee to exercise the first of four one-year renewal options in the annual requirements contract for animal shelter supplies with MWI Veterinary Supply of Boise, Idaho, in the estimated amount of \$80,000, and execute any and all documents necessary to carry out such renewal. Funds are budgeted in Animal Services Account No. 410401-60029 and subject to FY2017 budget approval.
9. **Annual Requirements Contracts for Concrete Repair Work, Bid Project 16-0119 (MO#08232016-009)**  
Authorize the City Manager or his designee to execute annual requirements contracts for concrete repair work with Overland Services Inc. of Addison, Texas in the estimated amount of \$158,560 and Reliable Paving, Inc. of Arlington, Texas in the estimated amount of \$134,110, for a total estimated amount of \$292,670, and execute any and all documents necessary to carry out such contracts. Funds are budgeted in various Water departmental accounts and subject to FY2017 budget approval.
10. **Annual Requirements Contracts for Laboratory Chemicals and Supplies, Bid Project 16-0123 (MO#08232016-010)**  
Authorize the City Manager or his designee to execute annual requirements contracts for laboratory chemicals and supplies with Fox Scientific, Inc. of Alvarado, Texas in the amount of \$47,531.28 and Fisher Scientific Co., LLC of Pittsburgh, Pennsylvania in the estimated amount of \$13,813.46 for a total estimated amount of \$61,344.74. Funds are budgeted in Water Utilities Laboratory Account No. 620103-60008 and 620103-60014 and subject to FY2017 budget approval.
11. **Annual Requirements Contract for Submersible Pump Maintenance and Repair, Bid Project 16-0128 (MO#08232016-011)**  
Authorize the City Manager or his designee to approve an annual requirements contract for submersible pump maintenance and repair with Evans Enterprises, Inc., of Wichita Falls, Texas in the estimated amount of \$113,219, and execute any and all documents necessary to carry out such contract. Funds are budgeted in the Water Utilities Water Treatment Maintenance Account No. 620102-63122 and subject to FY2017 budget approval.
12. **Annual Requirements Contract for Traffic Control Signage and Materials, Bid Project 16-0130 (MO#08232016-012)**  
Authorize the City Manager or his designee to execute an annual requirements contract for traffic control signage and materials with Vulcan Inc. dba Vulcan Signs of Foley, Alabama, in the estimated amount of \$49,959.40, and execute any and all documents necessary to carry out such contract. Funds are budgeted in Public Works and Transportation Traffic Control Account No. 720105-60012 and subject to FY17 budget approval.

13. **Annual Requirements Contract for Sensus Cold Water Meters and Meter Interface Units, Bid Project 16-0165 (MO#08232016-013)**  
Authorize the City Manager or his designee to execute an annual requirements contract for the sole-source purchase of Sensus cold water meters and meter interface units with Thirkettle Corporation, dba Aqua Metric Sales Company of San Antonio, Texas, in the estimated amount of \$1,850,000, and execute any and all documents necessary to carry out such contract. Aqua Metric Sales Company of San Antonio, Texas, which also owns and operates a warehouse and office space in Arlington, is the authorized distributor of Sensus meters in Texas; this purchase is exempt from the competitive bidding statutes in accordance with the Texas Local Government Code, Section 252.022, (D) captive replacement parts or components for equipment. Funds are budgeted in Water Inventory Account No. 5000-16000 and subject to FY17 budget approval.
14. **Engineering Services Contract for Johnson Creek (Center to Collins) Sanitary Sewer Improvements; Project No. WUOP16013 (MO#08232016-014)**  
Authorizing the City Manager or his designee to execute an Engineering Services Contract with Kimley-Horn and Associates, Inc., of Fort Worth, Texas, for the design of the Johnson Creek (Center to Collins) Sanitary Sewer Improvements, in an amount not to exceed \$171,000. Funds are available in Sanitary Sewer Bond Fund Account No. 648502-17972204-61043 [\$148,338], Water Bond Fund Account No. 658502-18139205-61043 [\$8,162], and Stormwater Utility Fund Account No. 308501-11260199-61043 [\$14,500].
15. **Purchase of a Skidsteer, Bid Project 16-0168 (MO#08232016-015)**  
Authorize the City Manager or his designee to approve the purchase of a skidsteer with Kirby-Smith Machinery, Inc. of Fort Worth, Texas, through the Texas Local Government Purchasing Cooperative (TLGPC) in the estimated amount of \$65,650, and execute any and all documents necessary to carry out such purchase. Funds are budgeted in the Fleet Services Administration Account No. 790101-68200.
16. **Memorandum of Understanding with Arlington Independent School District for Helen Wessler Park Improvements (MO#08232016-016)**  
Authorize the City Manager or his designee to execute a Memorandum of Understanding (MOU) with Arlington Independent School District (AISD) for AISD's share of improvements at Helen Wessler Park in the estimated amount of \$168,000.
17. **Abram Street (Cooper to Collins); Integra Realty Resources, DFW LLC, Project No. PWST10009 (MO#08232016-017)**  
Authorize the City Manager or his designee to execute a professional real property appraisal services contract with Integra Realty Resources DFW, LLC, for the Abram Street (Cooper to Collins) project in an amount not to exceed \$81,500. Funding is available in Street Bonds Funds Account No. 358504-68000-65370699.
18. **Contract with HillCo Partners (MO#08232016-018)**  
Authorizing the City Manager or his designee to execute a renewal and modification of a professional services contract with HillCo Partners of Austin, TX for state legislative consulting services in the estimated amount of \$161,000. Funding is available in Account No. 150501-61043 subject to FY2017 and FY2018 budget approval.

19. **Contract with CapitalEdge Strategies, LLC (MO#08232016-019)**  
Authorizing the City Manager or his designee to execute a two-year professional services contract with CapitalEdge Strategies, LLC of Washington, DC for federal legislative consulting services in the amount not to exceed \$135,500. Funding is available in Account No. 150501-61043 subject to FY2017 and FY2018 budget approval.

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. **Designation of Reinvestment Zone Number Forty-Four (CLOSED)**  
Final 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.

C. Consent Agenda Resolutions

1. **2016 Homeland Security Grants**  
A resolution authorizing the acceptance of Urban Area Security Initiative grant funds from the Office of Domestic Preparedness/Department of Homeland Security in the amount of \$2,756,196.28 and authorizing the execution of documents relative to the acceptance of such grant.
2. **Fiscal Year 2017 Annual Audit Plan**  
A resolution approving the Fiscal Year 2017 Annual Audit Plan.
3. **Urban Design Center Contract Renewal (ILA with UT Arlington)**  
A resolution authorizing the execution of an Interlocal Cooperation Contract with the University of Texas at Arlington relative to the Arlington Urban Design Center for an amount not to exceed \$24,708 in fiscal year 2017, \$41,180 in fiscal year 2018 and \$41,180 in fiscal year 2019; or \$107,068 cumulatively.
4. **Reappointment of Associate Municipal Court Judge**  
A resolution reappointing Kathleen Weisskopf as an Associate Municipal Court Judge for the Municipal Court of Record for the City of Arlington, Texas.
5. **Interlocal Agreement with City of Grand Prairie for Traffic Signal Installation**  
A resolution authorizing the execution of an Interlocal Agreement with the City of Grand Prairie relative to the installation of a traffic signal pole within the City of Arlington's right-of-way
6. **Cothron Aviation, LLC Lease Assignment and Sale of Leasehold Improvements to Van Bortel Aircraft, Inc.**  
A resolution authorizing the execution of a Consent to Assignment relative to the assignment of airport property leases from Cothron Aviation, LLC of Arlington, Texas, to Van Bortel Aircraft, Inc. of Arlington, Texas, and authorizing the execution of any other documents necessary to effectuate the sale of leasehold improvements from Cothron Aviation, LLC to Van Bortel Aircraft, Inc.

## 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 AND RESOLUTIONS

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

#### A. Public Hearing – Ordinances First Reading

##### 1. **Zoning Case - PD16-3 RaceTrac - 1211 West Harris Road**

Following the public hearing, consider a request to change the zoning on approximately 4.166 acres from Residential Estate (RE) and Light Industrial (LI) to Planned Development (PD) for limited Community Commercial (CC) uses plus 'Package Liquor Store' use, with a Development Plan; generally located north of West Harris Road and east of South Cooper Street. First reading of an ordinance changing the zoning classification on certain property known as 1211 West Harris Road to Planned Development (PD) for limited Community Commercial (CC) uses plus a package liquor store, 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 1211 West Harris Road to Planned Development (PD) for limited Community Commercial (CC) uses plus a package liquor store, with a Development Plan; amending the Zoning District Map accordingly.

##### 2. **Zoning Case - Specific Use Permit 16-1 (St. Andrew's Methodist Church - 2045 Southeast Green Oaks Boulevard)**

Following the public hearing, consider a request to approve a Specific Use Permit for a day care center on approximately 6.053 acres zoned Residential Single-Family 7.2 (RS-7.2) and Residential Single-Family 5 (RS-5); generally located north of Southeast Green Oaks Boulevard and east of New York Avenue, with the approximate address being 2045 Southeast Green Oaks Boulevard. An ordinance adopting Specific Use Permit SUP16-1 for a Day Care Center on certain property known as 2045 Southeast Green Oaks Boulevard zoned Residential Single-Family 7.2 (RS-7.2) and Residential Single-Family 5 (RS-5); amending the Zoning District Map accordingly.

##### ORDINANCE FIRST READING

First reading of an ordinance adopting Specific Use Permit SUP16-1 for a Day Care Center on certain property known as 2045 Southeast Green Oaks Boulevard zoned Residential Single-Family 7.2 (RS-7.2) and Residential Single-Family 5 (RS-5); amending the Zoning District Map accordingly.

#### B. Public Hearing – Non-Council Action

##### 1. **First Public Hearing on the Tax Rate**

Regarding the Fiscal Year 2017 Tax Rate for the City of Arlington

**XII. RESOLUTIONS**

Public comment will be accepted at this time on the following items.

A. Resolutions:

1. **Chapter 380 Grant Agreement with Autosales, Incorporated (Summit Racing)**

A resolution authorizing the execution of a Chapter 380 Program Agreement for Economic Development Incentives by and between Autosales, Incorporated d/b/a Summit Racing and the City of Arlington, Texas relative to the location of an auto-parts distribution and retail sales center at the real property located at 2200 East Interstate Highway 20, formerly 2300, 2310, 2320, and 2330 East Interstate Highway 20, Arlington, Texas

2. **Tax Abatement and Chapter 380 Fee Waiver Agreement – Big Zilla Development of Texas, LLC (Summit Racing)**

A resolution authorizing the execution of a Tax Abatement and Chapter 380 Fee Waiver Agreement by and between Big Zilla Development of Texas, LLC and the City of Arlington, Texas, relative to a project in Reinvestment Zone Number Forty-Four in the City of Arlington, Texas

:

**XII. ANNOUNCEMENTS**

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

# Minutes



## Arlington City Council Special Meeting

Council Briefing Room  
101 W. Abram St., 3<sup>rd</sup> Floor

June 14, 2016  
2:00 p.m.

The City Council of the City of Arlington, Texas, convened in Special Session on June 14, 2016 at 2:00 p.m. in the Council Briefing Room, 101 W. Abram St., 3<sup>rd</sup> Floor, Arlington, Texas, with the meeting being open to the public and notice of said meeting, giving the date, place and subject thereof, having been posted as prescribed by V.T.C.A., Government Code, Chapter 551, with the following members present, to-wit:

Mayor J. Williams  
Councilmember C. Parker  
Councilmember S. Capehart  
Councilmember R. Rivera  
Councilmember K. Wilemon  
Councilmember L. Wolff  
Councilmember R. Shepard  
Councilmember V. Farrar-Myers  
Councilmember M. Glaspie

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

### **I. CALL TO ORDER**

At 2:07 p.m., Mayor J. Williams called the meeting to order.

### **II. WORK SESSION**

#### **A. City Council Committees**

Jennifer Wichmann, Director, Management Resources Department, presented information to Council with regards to City Council Committees.

#### **B. Economic Development Update**

Bruce Payne, Economic Development Manager, Economic Development Services, provided the Economic Development Update to Council.

C. Electric Utility Service

Mike Finley, Chief Financial Officer, introduced John Bick, Principal Partner, Priority Power Management, who presented an Electrical Utility Service Update to Council.

Councilmember S. Capehart excused herself from the room during the discussion of this item.

D. Cultural Arts

Jay Warren, Marketing Communications Manager, Management Resources Department, provided an update to Council on Cultural Arts.

E. FY2017 Budget Preview

Mike Finley, Chief Financial Officer, and Trey Yelverton, City Manager, presented the FY2017 Budget Preview to Council.

**III. MINUTE ORDERS**

**1. (TABLED) Negotiate and Execute a Contract for Electricity Supply, Bid Project 16-0134 (MO06142016-001)**

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

No discussion; this item remained tabled.

There being no further business, the meeting was adjourned at 4:12 p.m.

APPROVED:

W. Jeff Williams, Mayor

ATTEST:

Mary W. Supino, City Secretary

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## Minutes

### Arlington City Council Meeting

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

August 2, 2016  
12:30 PM

The City Council of the City of Arlington, Texas, convened in Special Session on August 2, 2016, at 12:30 pm in the Council Briefing Room, 101 W. Abram Street, 3rd Floor with the meeting being open to the public and notice of said meeting, giving the date, place and subject thereof, having been posted as prescribed by V.T.C.A., Government Code, Chapter 551, with the following members present, to-wit:

Mayor J. Williams  
Councilmember S. Capehart  
Councilmember R. Rivera  
Councilmember K. Wilemon  
Councilmember L. Wolff  
Councilmember R. Shepard  
Councilmember V. Farrar-Myers  
Councilmember M. Glaspie

Absent: Councilmember C. Parker

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

#### **I. CALL TO ORDER**

Mayor J. Williams called the meeting to order at 12:39 p.m., and immediately convened in Executive Session at 12:40 p.m.

#### **II. EXECUTIVE SESSION**

##### **A. Section 551.071, CONSULTATION WITH ATTORNEY**

1. Legal discussion regarding Meet and Confer statute

##### **B. Section 551.072, DELIBERATION REGARDING REAL PROPERTY**

- 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.

**C. Section 551.087, DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS**

1. Offers of Incentives to Business Prospects

At 1:22 p.m., Executive Session was adjourned, and after a short break, Council reconvened in Open Session at 1:37 p.m.

**III. WORK SESSION**

1. FY 2017 Proposed Budget

Trey Yelverton, City Manager, presented the FY 2017 Proposed Budget and Business Plan.

2. Active Adult Center Update

Lemuel Randolph, Director, Parks and Recreation Department, presented the Active Adult Center Update.

3. Alternatives to Payday Lending

Sheryl Kenny, Grants Manager, Community Development and Planning Department, provided a follow-up on Alternatives to Payday Lending.

**IV. ISSUES SESSION**

A. Discussion of informal staff reports

1. Credit Access Business Update

Jennifer Wichmann, Director, Management Resources Department, provided the Credit Access Business update to Council.

2. Street Maintenance Crack Seal Program

Mindy Carmichael, Assistant Director, Public Works and Transportation Department, reported on the Street Maintenance Crack Seal Program.

B. Discussion of committee meetings

1. Community and Neighborhood Development - Food Truck Update

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

C. Discussion of miscellaneous items

1. Appointments to boards and commissions

There were 20 appointments for consideration on the Evening agenda.

2. Evening Agenda items

Item Nos. VIII.A.13 and XI.A.1 were discussed.

3. Issues relative to City and TxDot projects

David Wynn, Interim Director, Public Works and Transportation Department, provided an update on the Cooper Street, Center Street Bridge and SH360/I-30 projects.

4. Future Agenda Items

Councilmember K. Wilemon and Councilmember L. Wolff requested a future discussion item relative to pedestrian safety specifically in the downtown area and Levitt Pavilion. Mayor J. Williams requested an update on the Library and Council Chamber Construction project, including the Plaza. Councilmember M. Glaspie requested a report on the possibility of extending the sidewalk on Park Row, east of Cooper St. due to public safety concerns.

There being no further business, the meeting adjourned at 3:40 p.m.

APPROVED:

W. Jeff Williams, Mayor

ATTEST:

Mary W. Supino, City Secretary

# Minutes



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## Arlington City Council Regular Meeting

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

**August 2, 2016**  
**6:30 PM**

The City Council of the City of Arlington, Texas, convened in Regular Session on August 2, 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 S. Capehart  
Councilmember R. Rivera  
Councilmember K. Wilemon  
Councilmember L. Wolff  
Councilmember R. Shepard  
Councilmember V. Farrar-Myers  
Councilmember M. Glaspie

Absent: Councilmember C. Parker

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

### **I. CALL TO ORDER**

Mayor J. Williams called the meeting to order at 6:35 p.m.

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

Rev. Charles Patton, Sr., St. Alban's Anglican Church, gave the Invocation, and the Pledge of Allegiance to U.S. and Texas Flags were recited.

### **III. SPECIAL PRESENTATIONS**

Mayor J. Williams proclaimed July 31, 2016 as Mission Arlington Day. This proclamation was presented by Mayor J. Williams and accepted by Ms. Tillie Burgin, Executive Director, Mission Arlington, and Dr. Denny Dowd, Chairman of the Board, Mission Metroplex.

Mayor J. Williams, along with Councilmember K. Wilemon and Councilmember S. Capehart, recognized and presented the Gold Award to members of the Girl Scouts and Eagle Scouts for earning this achievement.

#### **IV. APPOINTMENTS TO BOARDS AND COMMISSIONS**

Councilmember S. Capehart made a motion to approve the following resolutions appointing membership to boards and commissions. Seconded by Councilmember M. Glaspie, the motion carried with 8 ayes and 0 nays.

##### Animal Services Center Advisory Board

Tracie Baker, Chair - term set to expire 06/30/2017

Roy Gully, Place 2 - term set to expire 06/30/2018

#### **RESOLUTION NO. 16-145**

##### Arlington Housing Finance Corporation

Lana Wolff, Chair - term set to expire 06/30/2017

#### **RESOLUTION NO. 16-146**

##### Building Code Board of Appeals

Terry Cunningham, Chair - term set to expire 06/30/2017

#### **RESOLUTION NO. 16-147**

##### Citizens Environmental Committee

Edwin Dean, Place 6 - term set to expire 06/30/2018

#### **RESOLUTION NO. 16-148**

##### Electrical Board

Michael Wilson, Chair - term set to expire 06/30/2017

#### **RESOLUTION NO. 16-149**

##### Emergency Physician's Advisory Board

Hoyt Frenzel, Chair - term set to expire 06/30/2017

#### **RESOLUTION NO. 16-150**

##### Housing Authority

Curtis Boozer, Chair - term set to expire 06/30/2017

#### **RESOLUTION NO. 16-151**

##### Landmark Preservation Commission

Michelle Canton, Chair - term set to expire 06/30/2017

Cheryl Donaldson, Place 7 - term set to expire 06/30/2018

#### **RESOLUTION NO. 16-152**

##### Library Board

David Tees, Chair - term set to expire 06/30/2017  
Amanpreet Kaur, Youth - term set to expire 06/30/2017

**RESOLUTION NO. 16-153**

Mechanical and Plumbing Code Board of Appeals  
William Thomas, Jr., Chair - term set to expire 06/30/2017

**RESOLUTION NO. 16-154**

Park and Recreation Board  
Donna Darovich, Chair - term set to expire 06/30/2017  
Peyton Jones, Youth - term set to expire 06/30/2017

**RESOLUTION NO. 16-155**

Planning and Zoning Commission  
Larry Fowler, Chair - term set to expire 06/30/2017

**RESOLUTION NO. 16-156**

Special Transportation Advisory Board  
Shannon Meyers, Chair - term set to expire 06/30/2017  
Sue DeShong, Place 4 - term set to expire 06/30/2017

**RESOLUTION NO. 16-157**

Teen Court Advisory Board  
Larry Cummings, Chair - term set to expire 06/30/2017

**RESOLUTION NO. 16-158**

Zoning Board of Adjustment  
Juan Fernandez, Chair - term set to expire 06/30/2017

**RESOLUTION NO. 16-159**

**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. 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.

Councilmember R. Shepard made a motion to approve 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. Seconded by Councilmember V. Farrar-Myers, the motion carried with 8 ayes and 0 nays.

**RESOLUTION NO. 16-160**

**VII. APPROVAL OF MINUTES**

Afternoon Meeting, June 28, 2016  
Evening Meeting, June 28, 2016

Councilmember M. Glaspie made a motion to approve minutes from the June 28, 2016 Afternoon and Evening Meetings. Seconded by Councilmember K. Wilemon, the motion carried with the following vote:

AYES: Mayor J. Williams , Councilmember R. Rivera, Councilmember K. Wilemon, Councilmember L. Wolff, Councilmember R. Shepard, Councilmember V. Farrar-Myers and Councilmember M. Glaspie

NAYS: None

ABSTAIN: Councilmember S. Capehart

**VIII. APPROVAL OF CONSENT AGENDA**

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

**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 Half 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.

Cindy King, 4108 W. Mayfield Rd., 76016 registered in support of the proposed minute order.

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**

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.

**ORDINANCE NO. 16-035**

2. Zoning Case PD07-5R4 (Revised Viridian Planned Development - 1200 Viridian Park Lane)  
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.

Robert Kembel, 1301 Blue Lake Blvd., 76005 and Kelly Curnutt, 505 S. Fielder, 76013 registered in support of the proposed ordinance.

Mayor J. Williams abstained from voting on this item.

**ORDINANCE NO. 16-036**

3. Zoning Case PD16-7 (Edgefield - 901 Debbie Lane)  
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.

**ORDINANCE NO. 16-037**

**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.

Funds are available in Account No. 1000 61014.

**RESOLUTION NO. 16-161**

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.

**RESOLUTION NO. 16-162**

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.

**RESOLUTION NO. 16-163**

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).

**RESOLUTION NO. 16-164**

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.

Funds for the bid/purchase were used from the Innovation Venture Capital Account No. 3098-910401-61002.

**RESOLUTION NO. 16-165**

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.

**RESOLUTION NO. 16-166**

**IX. ITEMS TO BE WITHDRAWN FROM THE CONSENT AGENDA**

**X. CONSIDER AND VOTE ON WITHDRAWN ITEMS**

**XI. PUBLIC HEARINGS: ORDINANCES FIRST READING**

**A. Public Hearing - Ordinances First Reading**

1. (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.

The public hearing was continued to September 6, 2016 at the applicant's request.

CONTINUED

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.

The public hearing regarding Designation of Reinvestment Zone Number Forty-Four opened at 7:00 p.m. Bruce Payne, Economic Development Manager, Economic Development Services Department, presented the proposed ordinance to Council. Richard Weber, 2703 Crestmoor Ct., 76016 appeared in opposition of the proposed ordinance. There being no others, the public hearing was closed at 7:03 p.m.

Councilmember K. Wilemon made a motion to approve 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. Seconded by Councilmember R. Rivera, the motion carried with 8 ayes and 0 nays.

FIRST READING

## **XII. ORDINANCES - FIRST AND/OR FINAL READINGS**

### **A. Ordinances- First 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.

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

Kelly Curnutt, 505 S. Fielder, 76013; Robert Kembel, 1301 Blue Lake Blvd., 76005; Parker Vandergriff, 8614 Quail Meadow, Irving, 75063; Stephen Cavender, 2106 Carmel Ct., 76012; Stephen Zimmer, 407 E Beady Rd., 76006; Richard Greene, 2114 Cross Creek Ct., 76017; Tom Ware, 6001 Woodlake Dr., 76016; and Suzanne Taylor, 2209 Ventnor Ct., 76011 appeared in support of the proposed ordinance. Three individuals registered in support of the proposed ordinance.

Kimberly Frankland, 1306 Barnes Dr., 76012; Sinikka Dickerson, 1921 Roselle Ct., 76018; Warren Norred, 200 E. Abram, Ste. 300, 76010; Jane Lynn, 2403 Havenwood Dr., 76018; Bill Gaut, 2101 Le Juan Ct., 76010; Peggy Rudd; Pablo Frios, 1901 Lanette Ln., 76010; Amy Hedtke, 106 Vanderbilt, Waxahachie, 75165; James Withaeger, 2303 Perryland, 76013; Faith Bussey, 2411 Kingston St., 76015; Bill Eastland, 1110 W. Tucker Blvd., 76013; Jerry Pikulinski, 2803 Oak Cliff Ln., 76012; Andy Prior, 720 McKay St., 76010; Richard Weber, 2703 Crestmoor Ct., 76016; Nonie Bowen, 820 Castlevue Dr., 76001; William Busby, 2815 Turnberry Dr., 76006; Kelly Canon, 901 Kristin Ct., 76012; Alfred Wilson, 5817 Coldsworth Ct., 76018; and Laura Rea, 2000 W. Arkansas Ln., 76013 appeared in opposition of the proposed ordinance. Eleven individuals registered in opposition of the proposed ordinance.

Councilmember S. Capehart made a motion to approve 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. Seconded by Councilmember K. Wilemon, the motion carried with 8 ayes and 0 nays.

FIRST READING

## **XIII. ANNOUNCEMENTS**

**XIV. CITIZEN PARTICIPATION**

There being no further business, the meeting adjourned at 8:48 p.m.

APPROVED:

W. Jeff Williams, Mayor

ATTEST:

Mary W. Supino, City Secretary



## Minutes

### Arlington City Council Special Meeting

101 W. Abram St.  
3rd Floor

August 9, 2016  
3:30 PM

The City Council of the City of Arlington, Texas, convened in Special Session on August 9, 2016, at 3:30 pm in the 101 West Abram St. 3rd Floor, with the meeting being open to the public and notice of said meeting, giving the date, place and subject thereof, having been posted as prescribed by V.T.C.A., Government Code, Chapter 551, with the following members present, to-wit:

Mayor J. Williams  
Councilmember C. Parker  
Councilmember S. Capehart  
Councilmember R. Rivera  
Councilmember K. Wilemon  
Councilmember L. Wolff  
Councilmember R. Shepard  
Councilmember V. Farrar-Myers  
Councilmember M. Glaspie

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

#### **I. CALL TO ORDER**

Mayor J. Williams called the meeting to order at 3:43 p.m. and immediately convened in Executive Session.

#### **II. EXECUTIVE SESSION**

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

##### **A. Section 551.076, DELIBERATIONS REGARDING SECURITY DEVICES OR SECURITY AUDITS**

1. Discussion of deployment and implementation of IT security

At 4:24 p.m., Executive Session was adjourned, and after a short break, Council reconvened in Open Session at 4:40 p.m.

### **III. WORK SESSION**

#### **1. FY 2017 Proposed Budget**

Trey Yelverton, City Manager, presented the FY 2017 Proposed Budget to Council. The following staff members were available for questions from Council: John Dugan, Director, Community Development and Planning Department; Jay Warren, Marketing Communications Manager, Office of Communication; Mike Bass, Code Compliance Administrator, Code Compliance Services; Alf Bumgardner, Construction Manager, Public Works and Transportation Department; Steve Evans, Police Management Services Director; Chief Will Johnson, Arlington Police Department; Jennifer Wichmann, Director, Management Resources Department; and, Kari Zika, Director, Human Resources Department.

### **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 R. Rivera, the motion carried with 9 ayes and 0 nays.

#### Citizens Environmental Committee

Linda Dean, Place 2 - term set to expire 06/30/2018

#### **RESOLUTION NO. 16-167**

#### Teen Court Advisory Board

Michelle Savage Deuell, Place 7 - term set to expire 06/30/2018

#### **RESOLUTION NO. 16-168**

### **V. RESOLUTIONS**

#### **1. Resolutions on Proposed Property Tax Rate and Public Hearings, and Notice of Publication of Tax Year 2016 Property Tax Rates**

**a. A resolution proposing consideration of a property tax rate for the City of Arlington, Texas, for the fiscal year beginning October 1, 2016 and ending September 30, 2017.**

**b. A resolution calling public hearings on a proposal to levy taxes at a rate above the effective rate for the City of Arlington, Texas, for the fiscal year beginning October 1, 2016, and ending September 30, 2017.**

Mike Finley, Chief Financial Officer, presented the proposed resolutions to Council.

Councilmember K. Wilemon made a motion to approve a resolution proposing consideration of a property tax rate for the City of Arlington, Texas, for the fiscal year beginning October 1, 2016 and ending September 30, 2017. Seconded by Councilmember L. Wolff, the motion carried with 9 ayes and 0 nays.

#### **RESOLUTION NO. 16-169**

Councilmember V. Farrar-Myers made a motion to approve a resolution calling public hearings on a proposal to levy taxes at a rate above the effective rate for the City of Arlington, Texas, for the fiscal year beginning October 1, 2016, and ending September 30, 2017. Seconded by Councilmember R. Shepard, the motion carried with 9 ayes and 0 nays.

**RESOLUTION NO. 16-170**

2. Resolution on Budget Public Hearing  
A resolution calling a public hearing concerning the annual operating budget of the City of Arlington, Texas, for the fiscal year beginning October 1, 2016, and ending September 30, 2017.

Mike Finley, Chief Financial Officer, presented the proposed resolution to Council.

Councilmember S. Capehart made a motion to approve a resolution calling a public hearing concerning the annual operating budget of the City of Arlington, Texas, for the fiscal year beginning October 1, 2016, and ending September 30, 2017. Seconded by Councilmember V. Farrar-Myers, the motion carried with 9 ayes and 0 nays.

**RESOLUTION NO. 16-171**

3. Electing Mayor Pro Tempore and Deputy Mayor Pro Tempore
  - a. A resolution electing Councilmember S. Capehart to serve as Mayor Pro Tempore until after the next City of Arlington general election and until a successor is duly elected and qualified; and,
  - b. A resolution electing Councilmember M. Glaspie to serve as Deputy Mayor Pro Tempore until after the next City of Arlington general election and until a successor is duly elected and qualified.

Councilmember K. Wilemon made a motion to approve :

- a. A resolution electing Councilmember S. Capehart to serve as Mayor Pro Tempore until after the next City of Arlington general election and until a successor is duly elected and qualified; and,
- b. A resolution electing Councilmember M. Glaspie to serve as Deputy Mayor Pro Tempore until after the next City of Arlington general election and until a successor is duly elected and qualified.

Seconded by Councilmember L. Wolff, the motion carried with 9 ayes and 0 nays.

**RESOLUTION NO. 16-172**

**RESOLUTION NO. 16-173**

**VI. ORDINANCES - FINAL READING**

1. Ordering a November 8, 2016 Special Election  
Final 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.

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

Pablo Frias, 2609 E. Williamsburg Manor, 76014; Faith Bussey, 2411 Kingston St., 76015; Chris Dobson, 2708 Buffalo Dr., 76013; Jane Lynn, 2403 Havenwood Dr., 76018; Kim Feil, 409 N. Elm St., 76011; Laura Rea, 2000 W. Arkansas Ln., #61, 76013; Kelly Canon, 901 Kristin Ct., 76012; Andy Prior, 720 McKay St., 76010; William Busby, 2815 Turnberry Dr., 76006; and Richard Weber, 2703 Crestmoor Ct., 76016 appeared in opposition to the proposed ordinance. Four individuals registered in opposition of the proposed ordinance.

John Hibbs, 4006 Falcon Lake, 76016; Wayne Ogle, 1807 Park Hill Dr., 76012; Michael Jacobson, 703 Findlay Dr., 76012; Nick Stanley, 600 Country Green Ln., 76011; and Kelly Curnutt, 505 S. Fielder Rd., 76013 appeared in support to the proposed ordinance. Eighty-eight individuals registered in support of the proposed ordinance.

Councilmember R. Shepard made a motion to approve final 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. Seconded by Councilmember S. Capehart, the motion carried with 9 ayes and 0 nays.

**ORDINANCE NO. 16-038**

There being no further business, the meeting adjourned at 7:19 p.m.

APPROVED:

W. Jeff Williams, Mayor

ATTEST:

Mary W. Supino, City Secretary



# Staff Report

<b>Renewal of Professional Services Contract for Life Insurance, Disability Insurance and Leave Administration</b>	
City Council Meeting Date: 8-23-16	Action Being Considered: Minute Order

**RECOMMENDATION**

Authorize the City Manager or his designee to exercise the option to renew and extend the professional services contract for insurance and professional services with Life Insurance Company of North America known as Cigna Behavioral Health Inc., of Philadelphia, Pennsylvania in the estimated annual amount of \$1,050,000; \$450,000 for employer paid plans and \$600,000 for employee voluntary plans.

**PRIOR BOARD OR COUNCIL ACTION**

On October 16, 2012, City Council approved MO#10162012-010, authorizing the City Manager or his designee to negotiate and execute a three year contract with two, one-year renewals with Cigna Behavioral Health, Inc., for insurance plans and professional services related to life insurance, disability insurance and leave administration in the estimated amount of \$400,000 for employer paid plans and \$600,000 for employee voluntary plans.

**ANALYSIS**

This professional service contract is for leave administration, life and disability insurance benefits. The agreed upon contract was executed May 1, 2013 with Cigna Behavioral Health Inc., to provide benefits to include Basic Term Life Insurance, Optional Term Life with Accidental Death and Dismemberment (AD&D), Optional Dependent Term Life Insurance, Short-term and long-term disability coverage, and family medical leave administration. The first renewal extension is retroactive to January 1, 2016 as the provisions of services have been month to month.

Original term: Three years/two one-year renewal options  
 Current term: First and second renewal (January 1, 2016 – December 31, 2017)

**FINANCIAL IMPACT**

In accordance with the contract terms, the City of Arlington is exercising the first and second renewal option with Cigna Behavioral Health Inc. The second renewal is necessary as open enrollment for 2017 will begin in November and it is essential to have new fee amounts available for employee review. Cigna has guaranteed the renewal rates to remain the same through December 31, 2017. The Human Resources Department has determined it is in the City's best interest to renew the contract for the additional terms. This is the final renewal and services will be obtained through either the professional services Request for Qualifications or Request for Proposals process in 2017. The projected financial impact is as follows:

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
\$1,050,000	\$1,050,000	\$265,000

Funds are budgeted in the following accounts subject to FY17 and FY18 budget approval:

<u>Fund</u>	<u>Account</u>	<u>Benefit</u>
Workers' Compensation	510101-64010	Leave Administration
Group Health Fund	520105-64015	Short-Term Disability
Payroll Account	7000-23016	Long-Term Disability
Payroll Account	7000-23015	Basic Term Life, Voluntary Life, Voluntary Dependent Life and AD&D

**ADDITIONAL INFORMATION**

Attached:	No
Under separate cover:	No
Available in the City Secretary's Office:	Contract
MWBE:	No

**STAFF CONTACT(S)**

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# Staff Report

## Renewal of Contract for Employee Worksite Voluntary Products

City Council Meeting Date: 8-23-16

Action Being Considered: Minute Order

### **RECOMMENDATION**

Authorize the City Manager or his designee to exercise the first of two, one-year renewal options in the contract for voluntary worksite insurance plans, including accident and critical illness, with Allstate Benefits, Jacksonville, Florida. Premiums are paid by employee voluntary payroll deduction.

### **PRIOR BOARD OR COUNCIL ACTION**

On June 4, 2013, City Council approved MO06042013-001, executing a three year contract with two, one-year renewals, for the voluntary worksite insurance plans, including accident and critical illness, with Allstate Benefits, Jacksonville, Florida. Premiums are paid by employee voluntary payroll deduction.

### **ANALYSIS**

In 2013, through an existing contract with Gallagher Risk Services, a request for qualified vendors was issued by professional staff with Gallagher Benefit Services to solicit responses from various firms experienced in providing insurance benefits and worksite benefit services to public sector organizations. Vendors were required to provide all benefits and professional services through one contract as part of this request, to assure ease in processing as well as the lowest possible rates. Allstate was awarded the contract because they could consolidate our worksite benefit offering to one single vendor, making administration of contract easier, provides improved employee communication, and greater guarantee issue amounts on the products offered.

In 2013, there were 20 employees enrolled in the Med Gap policy and 62 enrolled in the Critical Illness policy for a total of \$21,120 annual premiums. As of May 2016, there are 571 employees enrolled in the Critical Illness policy and 511 enrolled in the Group Accident plan for an approximate annual 2016 premium of \$249,000 paid 100% by employees. As anticipated, the vendor has been successful at increasing the enrollment numbers for these products which offer an enhanced benefit to our employees. There is no rate increase for this renewal period. As such, the Human Resources Department has determined it is in the City's best interest to renew the contract for an additional term.

Original term: Three years/two one-year renewal options  
Current term: First renewal (January 1, 2017 – December 31, 2017)

### **FINANCIAL IMPACT**

No employer cost is associated with the voluntary worksite insurance plans.

### **ADDITIONAL INFORMATION**

Attached: No  
Under separate cover: No  
Available in the City Secretary's Office: Contract  
MWBE: No

**STAFF CONTACT(S)**

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# Staff Report

## Renewal of Contract for Dental Insurance

City Council Meeting Date: 8-23-16

Action Being Considered: Minute Order

### **RECOMMENDATION**

Authorize the City Manager or his designee to exercise the first of two, one-year renewal options in the contract for the voluntary dental insurance plans with Delta Dental Insurance Company of Highland Village, Texas. Funds are paid through employee payroll deduction.

### **PRIOR BOARD OR COUNCIL ACTION**

On June 4, 2013, City Council approved MO06042013-003, executing a three year contract with two, one-year renewals, for the voluntary dental insurance plans with Delta Dental Insurance Company of Highland Village, Texas. Employee premiums were held flat for the first three (3) years, with an annual rate increase cap of 8% for the following two one-year renewal periods. Funds are paid through employee payroll deduction.

### **ANALYSIS**

In 2013, through an existing contract with Gallagher Risk Services, a request for qualified vendors was issued by professional staff with Gallagher Benefit Services to solicit responses from various firms experienced in providing insurance benefits and worksite benefit services to public sector organizations. After careful consideration, Delta Dental was selected as the best overall value vendor since they provided a three year rate guarantee with two one year contract extensions capped at 8%. Delta also demonstrated better access to dental services for employees and their dependents, a large number of independent providers, and personalized ID cards mailed to employee's homes.

In 2013, there were 1,868 employees and 483 retirees enrolled in the dental plan. Total annual premium collected was approximately \$918,000. Currently, there are 1931 employees and 325 retirees enrolled in the dental plan, with an expected annual premium collection of approximately \$1,068,000 in 2016. We received the City's renewal letter in July of 2016, and the rate increase is 6% to the PPO High Plan and the PPO Low Plan and no increase to the DHMO for the first renewal period. As such, the Human Resources Department has determined it is in the City's best interest to renew the contract for an additional term.

Original term: Three years/two one-year renewal options  
Current term: First renewal (January 1, 2017 – December 31, 2017)

### **FINANCIAL IMPACT**

No employer cost is associated with the voluntary dental insurance plan.

### **ADDITIONAL INFORMATION**

Attached: No  
Under separate cover: No  
Available in the City Secretary's Office: Contract  
MWBE: No

### **STAFF CONTACT(S)**

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# Staff Report

## Renewal of Contract for Employee Vision Insurance

City Council Meeting Date: 8-23-16

Action Being Considered: Minute Order

### **RECOMMENDATION**

Authorize the City Manager or his designee to exercise the first of two, one-year renewal options in the contract for the voluntary vision insurance plans with Superior Vision Service, Inc. of Rancho Cordova, California. Funds are paid by employee through payroll deduction.

### **PRIOR BOARD OR COUNCIL ACTION**

On June 4, 2013, City Council approved MO06042013-002, executing a three year contract with two, one-year renewals, for the voluntary vision insurance plans with Superior Vision Service, Inc. of Rancho Cordova, California. Funds are paid by employee through payroll deduction.

### **ANALYSIS**

In 2013, through an existing contract with Gallagher Risk Services, a request for qualified vendors was issued to solicit responses from various firms experienced in providing insurance benefits and worksite benefit services to public sector organizations. All insurance benefits were required to be quoted net of commissions, to afford the best possible cost for the City of Arlington and our employees. Qualified vendors were required to provide all benefits and professional services through one contract as part of this request, to assure ease in processing as well as the lowest possible rates.

Eight qualified vendors provided responses to Gallagher Benefit Services for vision insurance and were reviewed by an evaluation team in Human Resources. Three vendors were chosen to present the specific capabilities of vision services to Human Resources Operations staff members. Superior Vision was selected as the best overall value vendor because they provided a five year rate guarantee.

In 2013, there were 1,577 employees and 483 retirees enrolled in vision insurance, with an approximate annual premium allocation of \$192,000. Currently, there are 1,705 employees and 437 retirees enrolled in the vision plan, with an expected annual premium collection of approximately \$212,040 for 2016. There is no rate increase for this renewal period. As such the Human Resources Department has determined it is in the City's best interest to renew the contract for an additional term.

Original term: Three years/two one-year renewal options  
Current term: First renewal (January 1, 2017 – December 31, 2017)

### **FINANCIAL IMPACT**

No employer cost is associated with the voluntary vision insurance plan.

### **ADDITIONAL INFORMATION**

Attached: No  
Under separate cover: No  
Available in the City Secretary's Office: Contract  
MWBE: No

**STAFF CONTACT(S)**

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# Staff Report

<b>Renewal of Contract for Benefit Consulting Services</b>	
City Council Meeting Date: 8-23-16	Action Being Considered: Minute Order

**RECOMMENDATION**

Authorize the City Manager or his designee to exercise the first of two, one-year renewal options in the contract for Benefit Consulting services with McGriff, Seibels & Williams Insurance Services, Inc. of Addison, Texas in an amount not to exceed \$55,000.

**PRIOR BOARD OR COUNCIL ACTION**

On October 29, 2013, City Council approved MO10292013-001, executing a three year contract with two, one-year renewals, for Benefit Consulting services with McGriff, Seibels & Williams Insurance Services, Inc. of Addison, Texas that will be funded through the Group Health Insurance fund.

**ANALYSIS**

The health insurance program presents a significant strategic component of the core benefits package for active and retired employees. It also represents an annual challenge to the fiscal budget. Ongoing attention to consumer driven strategies, claim activity, long term liabilities and market relevance is necessary to maintain an equitable and sound health plan design resulting in a fiscally sound health fund.

McGriff, Seibels & Williams Insurance Services, Inc. of Addison, Texas has provided Benefit Consulting for all programs offered to employees by the City of Arlington, including, but not limited to health, dental, vision, life, disability and voluntary products since 2013. A Request for Qualifications was announced on August 27, 2013 and McGriff, Seibels & Williams Insurance Services, Inc. of Addison, Texas was determined to most qualified provider. There is no rate increase for this renewal period. As such, the Human Resources Department has determined it is in the City's best interest to renew the contract for an additional term.

Original term: Three years/two one-year renewal options  
 Current term: First renewal (November 1, 2016 – October 31, 2017)

**FINANCIAL IMPACT**

Funds are budgeted in the Group Health Fund Account 520101-64008. The projected financial impact is as follows:

<u>FY 2017</u>	<u>FY 2018</u>
\$50,416	\$4,584

**ADDITIONAL INFORMATION**

Attached:	No
Under separate cover:	No
Available in the City Secretary's Office:	Contract
MWBE:	No

**STAFF CONTACT(S)**

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# Staff Report

<b>Renewal of Contract for Fleet Vehicle Maintenance Services, Bid Project 08-0099</b>	
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City Council Meeting Date: 8-23-16	Action Being Considered: Minute Order
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## **RECOMMENDATION**

Authorize the City Manager or his designee to exercise the third and final one-year renewal option in the contract for fleet vehicle maintenance services with Centerra Integrated Services, LLC, of West Palm Beach, Florida, in the estimated amount of \$3,861,927.57.

## **PRIOR BOARD OR COUNCIL ACTION**

On January 8, 2008, the City Council adopted Resolution 08-024, authorizing a contract with Spectrum Consultants, Inc., a fleet services consulting firm, in an amount not to exceed \$63,950 to perform a fleet services review and develop a request for proposals (RFP) to select a fleet services provider.

On June 3, 2008, the City Council adopted Resolution 08-179, approving the use of the RFP procurement method for fleet maintenance contract services.

On November 4, 2008, City Council approved MO11042008-013 awarding a contract for fleet vehicle maintenance services with All Star Fleet Services, LLC, of San Diego, California, in the estimated amount of \$10,496,615.

On December 13, 2011, City Council approved MO12132011-007 executing the Fleet Services Contract Modification 2 to the fleet vehicle maintenance contract with G4S Integrated services, LLC, for an estimated amount of \$1,704,499.50 for a nine month initial term, including a three- year renewal option in an estimated amount of \$10,496,615.

On September 4, 2012, City Council approved MO09042012-007, exercising the first three-year renewal option in the contract for fleet vehicle maintenance services with G4S Integrated Fleet Services, LLC, for the estimated amount of \$10,496,615.

On August 25, 2015, City Council approved MO08252015-010, exercising the second one-year renewal option in the contract for fleet vehicle maintenance services with Centerra Integrated Services, LLC, in the estimated amount of \$2,794,137.

## **ANALYSIS**

The City operates an extremely diverse fleet, including sedans, on and off road vehicles, construction equipment, patrol cars, fire-fighting apparatus, and Handitran buses. This contract includes maintenance services for the entire city fleet of over 900 units. The same performance standards that are currently in place will remain unchanged for this renewal. These performance standards include turnaround time, fleet downtime computation minimums, availability of certain emergency vehicles, and availability of Handitran vehicles, preventive maintenance compliance, and parts management performance. Measurements for these and other performance measures were consistently positive over the term of this contract.

Modification 2 was approved on December 13, 2011, to include a nine month extension so the contract end date coincides with the end of the City's fiscal calendar, the name change from All-Star Fleet to G4S Integrated Services, LLC, and to modify the City's option for contract renewal terms.

On January 15, 2015, notification of a company name change was received by the Purchasing Division, stating that effective January 8, 2015, the new company name is Centerra Integrated Services, LLC, of West Palm Beach, Florida.

Original contract term: Three-year/one three-year plus two one-year renewal options  
 Current term: Third and final renewal (September 1, 2016 – August 31, 2017)

### **FINANCIAL IMPACT**

The Public Works & Transportation Department and the Purchasing Division have determined that it is in the City's best interest to renew the contract for the final one-year term. In accordance with the bid specifications, the Purchasing Division has received a letter from Centerra Integrated Services, LLC, requesting the third and final renewal term of one year.

The final renewal term reflects an estimated amount and the final cost will be based upon the final Vehicle Equivalent (VE) total for the contract year. The anticipated VE adjustment for FY 2017 is \$18,283.

The estimated amount for Target costs is \$2,861,927.57, which includes a 3% contractual increase, and \$1,000,000 for Non-Target costs, for a total estimated amount of \$3,861,927.57, over the final contract term. The projected financial impact for the current term is as follows:

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
\$321,827.30	\$3,540,100.27	\$0

Funds are budgeted in the Fleet Services Accounts and in various departmental accounts 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)**

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# Staff Report

<b>Renewal of Annual Requirements Contract for Water Gate Valves, Bid Project 15-0137</b>	
City Council Meeting Date: 8-23-16	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 resilient wedge gate valves with Texas Water Products of Fort Worth, Texas in the estimated amount of \$283,205 and Ferguson Water Works of Dallas, Texas in the estimated amount of \$489,972 for a total estimated amount of \$773,177.

## **PRIOR BOARD OR COUNCIL ACTION**

On October 13, 2015, City Council approved MO10132015-002 executing an annual requirements contract for resilient wedge gate valves with Texas Water Products of Fort Worth, Texas in the estimated amount of \$283,205 and Ferguson Water Works of Dallas, Texas in the estimated amount of \$489,972 for a total estimated amount of \$773,177.

## **ANALYSIS**

This contract is for the purchase of resilient wedge gate valves used in the water distribution system for repairs and capital improvement construction projects. Water Utilities will supply gate valves for renewal projects to ensure the correct materials are utilized and are in-stock when needed. Additionally, the recent implementation of a valve exercise program has led to an increase in valve use. The valve exercise program ensures every valve in the water distribution system is tested (opened and closed) on a routine basis so that inoperable and non-functioned valves can be identified and necessary repairs made. This program ensures that when valves are needed, they operate correctly to reduce water loss and minimize affected customers.

The proposed contract is awarded to multiple vendors based on their fixed percentage discount per small and large valves. Orders will be placed on an as-needed basis. When needed for construction projects, orders will be placed during the construction phase.

Original contract term: One year/four, one-year renewal options  
 Current term: First 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 letters from Texas Water Products and Ferguson Water Works requesting the first renewal at the current pricing. The projected financial impact for this contract term is as follows:

<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>
\$773,177	\$0	\$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 Form 1295:	Yes
MWBE:	No

**STAFF CONTACT(S)**

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# Staff Report

<b>Renewal of Annual Requirements Contract for Animal Shelter Supplies, Bid Project 15-0161</b>	
City Council Meeting Date: 8-23-16	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 annual requirements contract for animal shelter supplies with MWI Veterinary Supply of Boise, Idaho, in the estimated amount of \$80,000.

## **PRIOR BOARD OR COUNCIL ACTION**

None.

## **ANALYSIS**

This contract is for animal supplies for the Animal Shelter. The supplies include vaccines, surgical items and pharmaceuticals, and will be used by the veterinary and animal care personnel to treat a variety of animals.

The contract was formally bid out in September 2015 and awarded for \$44,985. Due to an increase in demand for canine and feline flea preventative medicine, the contract amount is being increased to a total estimated amount of \$80,000, requiring City Council approval.

Contract term: One year/four, one-year renewals  
Current term: First renewal – October 1, 2016 through September 30, 2016

## **FINANCIAL IMPACT**

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

In accordance with the bid specifications, the Purchasing Division has received a letter from MWI Veterinary Supplies, requesting the first renewal in the increased amount of \$80,000. The projected financial impact for this contract term is as follows:

<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>
\$80,000	\$0	\$0

Funds are budgeted in Animal Services Account No. 410401-60029 and is subject to FY2017 budget approval.

## **ADDITIONAL INFORMATION**

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

## **STAFF CONTACT(S)**

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# Staff Report

<b>Annual Requirements Contracts for Concrete Repair Work, Bid Project 16-0119</b>	
City Council Meeting Date: 8-23-16	Action Being Considered: Minute Order

**RECOMMENDATION**

Authorize the City Manager or his designee to execute annual requirements contracts for concrete repair work with Overland Services Inc. of Addison, Texas in the estimated amount of \$158,560 and Reliable Paving, Inc. of Arlington, Texas in the estimated amount of \$134,110, for a total estimated amount of \$292,670.

**PRIOR BOARD OR COUNCIL ACTION**

None.

**ANALYSIS**

This contract is for various concrete and emergency concrete repairs resulting from water and sewer main repair excavations for the Arlington Water Utilities Department on an as needed basis. This contract includes all labor, equipment and materials for replacement of major thoroughfares, which require a higher grade of material and specific traffic control actions that cannot be completed with internal assets. This contract is intended to allow for the quickest response time possible to place major thoroughfares back in service after emergency water and sewer main repairs. The proposed contract will be awarded to two vendors to ensure that emergency repairs are initiated within 24 hours of notification and include all labor, equipment and materials.

Bid closed:	2:00 p.m., May 26, 2016
Vendors notified through Demand Star:	104
Vendors notified through Supplier Portal:	128
Vendors responding to bid request:	4
Original contract term:	One year/ four, one-year renewals
Current term:	Initial term (August 1, 2016 – July 31, 2017)

VENDOR	MWBE	TOTAL
<b>Overland Services, Incorporated Addison, Texas</b>	<b>No</b>	<b>\$257,940*</b>
<b>Reliable Paving, Incorporated Arlington, Texas</b>	<b>Yes**</b>	<b>\$278,500*</b>
Rainwater Enterprises, Incorporated Arlington, Texas	Yes**	\$368,500
Ken-Do Contracting, Limited Partnership Desoto, Texas	No	\$796,698

\*Award split and based estimated usage of original bids

\*\*Woman Owned

**FINANCIAL IMPACT**

The contract is awarded to the two lowest responsive bidders based on unit pricing and annual estimated usage. Overland Services Inc. for an estimated amount of \$158,560; and Reliable Paving, Inc. for an estimated amount of \$134,110, for a total estimated award of \$292,670. The contract term is for one year and will be reviewed annually to determine subsequent renewal terms. The projected financial impact for this contract term is as follows:

FY 2016  
\$48,778.33

FY 2017  
\$243,891.67

FY 2018  
\$0

Funds are budgeted in various Water departmental accounts 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

**STAFF CONTACT(S)**

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# Staff Report

<b>Annual Requirements Contracts for Laboratory Chemicals and Supplies, Bid Project 16-0123</b>	
City Council Meeting Date: 8-23-16	Action Being Considered: Minute Order

## RECOMMENDATION

Authorize the City Manager or his designee to execute annual requirements contracts for laboratory chemicals and supplies with Fox Scientific, Inc. of Alvarado, Texas in the amount of \$47,531.28 and Fisher Scientific, Co., LLC of Pittsburgh, Pennsylvania in the estimated amount of \$13,813.46 for a total estimated amount of \$61,344.74.

## PRIOR BOARD OR COUNCIL ACTION

None.

## ANALYSIS

This contract is for chemicals and supplies for the Arlington Water Utilities Department. This contract includes chemicals, glassware, plastics and other supplies to be used by the Laboratory Service in support of the Pierce Burch and John F. Kubala Water Treatment Plants as well as the Water Resources Service Division. The chemicals & supplies will be purchased on an as-needed basis.

Bid closed:	June 23, 2016, 2:00 pm
Vendors notified through Demand Star:	149
Vendors notified through Supplier Portal:	49
Bids received:	8
Contract term:	One year/four one-year renewal options
Current term:	September 1, 2016 – August 31, 2017

VENDOR	MWBE	Attachment A	Attachment B
<b>Fox Scientific, Inc. Alvarado, Texas</b>	<b>Yes**</b>	<b>\$47,531.28</b>	\$20,759.02
<b>#Fisher Scientific Co., LLC Pittsburgh, Pennsylvania</b>	<b>No</b>	\$52,258.39	<b>\$13,813.46</b>
#Interline Brands Jacksonville, Florida	No	-	\$1,082.74
#Interboro Packaging Montgomery, New York	Yes***	-	\$1,733.25
#Taylor Distribution Group Dallas, Texas	Yes*	\$47,291.65	\$16,286.24
BVA Scientific San Antonio, Texas	Yes***	\$64,838.29	\$19,593.35
## Frey Scientific Nashua, New Hampshire	No	-	-
##VWR International LLC Suwanee, Georgia	No	-	-

# Partial Bid, ## Non-Responsive, \* Black - Women Owned, \*\* Hispanic, \*\*\* Women Owned

## FINANCIAL IMPACT

Fox Scientific, Inc. returned the lowest responsive bid for Attachment A (Chemicals) in the amount of \$47,531.28 and Fisher Scientific Co., LLC returned the lowest responsive bid for Attachment B (Glassware, Plastics & Supplies) in the amount of \$13,813.46. The Arlington Water Utilities Department and the Purchasing Division agree that Fox Scientific, Inc. and Fisher Scientific met the bid specification requirements. The contract term is for one year and will be reviewed annually to determine subsequent renewal terms. The projected financial impact for this contract term is as follows:

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
\$5,112.06	\$56,232.68	\$0

Funds are budgeted in Water Utilities Laboratory Account No. 620103-60008 and 620103-60014 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

**STAFF CONTACT(S)**

Walter J. Pishkur Director of Water Utilities 817-459-6603 <a href="mailto:Buzz.Pishkur@arlingtontx.gov">Buzz.Pishkur@arlingtontx.gov</a>	Leisa Maas Buyer 817-459-6337 <a href="mailto:Leisa.Maas@arlingtontx.gov">Leisa.Maas@arlingtontx.gov</a>	Mike Finley Director of Finance 817-459-6345 <a href="mailto:Mike.Finley@arlingtontx.gov">Mike.Finley@arlingtontx.gov</a>
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# Staff Report

## Annual Requirements Contract for Submersible Pump Maintenance and Repair, Bid Project 16-0128

City Council Meeting Date: 8-23-16

Action Being Considered: Minute Order

### **RECOMMENDATION**

Authorize the City Manager or his designee to approve an annual requirements contract for submersible pump maintenance and repair with Evans Enterprises, Inc., of Wichita Falls, Texas in the estimated amount of \$113,219.

### **PRIOR BOARD OR COUNCIL ACTION**

None.

### **ANALYSIS**

The Arlington Water Utilities Department manages four wastewater lift stations containing 14 submersible pumps. This contract is for maintenance and repair of these submersible pumps located at various facilities. The pumps are used to elevate the city's wastewater from the low points in the sanitary sewer system to an elevation that will allow continuation of the wastewater to the wastewater treatment facilities governed by the Trinity River Authority.

The contract includes all materials, labor, transportation, and equipment needed to disassemble, inspect, repair, and reinstall the pumps. Repair and maintenance services will be used on an as-needed basis.

Bid closed:	2:00 p.m., June 23, 2016
Vendors notified through Demand Star:	70
Vendors notified through the Supplier Portal:	16
Bids received:	2
Original contract term:	One year/ four one-year renewals
Current term:	Initial term (Sept. 1, 2016 - Aug. 31, 2017)

<b>VENDOR</b>	<b>MWBE</b>	<b>TOTAL</b>
<b>Evans Enterprises, Incorporated Wichita Falls, Texas</b>	<b>No</b>	<b>\$113,219</b>
Smith Pump Company Fort Worth, Texas	No	\$138,340

### **FINANCIAL IMPACT**

Evans Enterprises, Inc. returned the lowest responsive bid for an estimated amount of \$113,219. The contract term is for one year and will be reviewed annually to determine subsequent renewal terms. The projected financial impact for this contract term is as follows:

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
\$9,434.91	\$103,784.09	\$0

Funds are budgeted in the Water Utilities Water Treatment Maintenance 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

**STAFF CONTACT(S)**

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# Staff Report

<b>Annual Requirements Contract for Traffic Control Signage and Materials, Bid Project 16-0130</b>	
City Council Meeting Date: 8-23-16	Action Being Considered: Minute Order

## RECOMMENDATION

Authorize the City Manager or his designee to execute an annual requirements contract for traffic control signage and materials with Vulcan Inc. dba Vulcan Signs of Foley, Alabama, in the estimated amount of \$49,959.40.

## PRIOR BOARD OR COUNCIL ACTION

None.

## ANALYSIS

The contract is for the supply of pre-fabricated traffic control signage, blank signs and sign making materials. The traffic control signage and materials meet the sign retro reflectivity requirements mandated by the United States Department of Transportation Federal Highway Administration's (FHWA) Manual on Uniformed Traffic Control Devices (MUTCD).

Vulcan Inc., dba Vulcan Signs submitted the lowest responsive bid based on unit prices and estimated amounts. The total cost of the contract will be determined by the actual amounts required on an as-needed basis, over the term of the contract. This allows the City to plan for unexpected expenditures.

The traffic control signage and materials also meet or exceed the current FHWA, Texas Department of Transportation (TxDOT) and MUTCD standards addressing factors such as uniformity, design, placement, operation, and maintenance.

Bid closed:	June 30, 2016, 2:00 p.m.
Vendors notified through Demand Star:	186
Vendors notified through Supplier Portal:	153
Bids received:	6
Contract term:	One year/four one-year renewal options
Current term:	September 1, 2016 – August 31, 2017

VENDOR	MWBE	TOTAL
<b>Vulcan, Inc. dba Vulcan Signs Foley, AL</b>	No	<b>\$49,959.40</b>
Osburn Associates, Inc. Logan, OH	No	\$56,235.58
FSI, Inc.* Cleburne, TX	Yes	\$59,379.70
Dallas/Ft Worth Lite & Barricade Dallas, TX	No	\$60,833.64
Protection Services, Inc. Lemoyne, PA	No	\$75,978.30
Centerline Supply Dallas, Texas	No	\$100,765.80

\* Woman-Owned

**FINANCIAL IMPACT**

Vulcan Inc. dba Vulcan Signs returned the lowest, responsive bid in the estimated amount of \$49,959.40. The Public Works and Transportation Department and the Purchasing Division agree that Vulcan Inc. dba Vulcan Signs met the bid specification requirements. The contract term is for one year and will be reviewed annually to determine subsequent renewal terms. The projected financial impact for this contract term is as follows:

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
\$4,163.28	\$45,796.12	\$0

Funds are budgeted in Public Works and Transportation Traffic Control Account No. 720105-60012 and subject to FY17 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)**

Mindy Carmichael, P.E., Director Public Works & Transportation 817-459-6552 6345	Will Velasco, CPPB Sr. Purchasing Agent 817-459-6302	Mike Finley Director of Finance 817-459-
	<a href="mailto:Will.Velasco@arlingtontx.gov">Will.Velasco@arlingtontx.gov</a>	<a href="mailto:Mindy.Carmichael@arlingtontx.gov">Mindy.Carmichael@arlingtontx.gov</a> <a href="mailto:Mike.Finley@arlingtontx.gov">Mike.Finley@arlingtontx.gov</a>



# Staff Report

## Annual Requirements Contract for Sensus Cold Water Meters and Meter Interface Units, Bid Project 16-0165

City Council Meeting Date: 8-23-16

Action Being Considered: Minute Order

### **RECOMMENDATION**

Authorize the City Manager or his designee to execute an annual requirements contract for the sole-source purchase of Sensus cold water meters and meter interface units with Thirkettle Corporation, dba Aqua Metric Sales Company of San Antonio, Texas, in the estimated amount of \$1,850,000.

### **PRIOR BOARD OR COUNCIL ACTION**

None.

### **ANALYSIS**

This contract is for the supply of Sensus cold water meters and meter interface units which is part of the Advanced Metering Infrastructure Expansion Program. The new cold water meters will be connected to the meter interface units which provide electronic meter readings at residential and commercial properties. Both items will be purchased on an as needed basis.

The meters included in the contract are in compliance with the reduction of lead in drinking water amendment to the Safe Drinking Water Act. Specifically, as of January 4, 2014, a reduction of the allowable lead content of drinking water pipes, pipe fittings and other plumbing fixtures must be "lead free". "Lead free" is defined as restricting the permissible levels of lead in the wetted surfaces of pipes, pipe fittings, other plumbing fittings and fixtures to a weighted average of not more than 0.25%.

Aqua Metric Sales Company is the authorized distributor of Sensus meters in Texas; this purchase is exempt from the competitive bidding statutes in accordance with the Texas Local Government Code, Section 252.022, (D) captive replacement parts or components for equipment.

Contract term: September 1, 2016 - August 31, 2017

### **FINANCIAL IMPACT**

This contract is for one-year and will be reviewed annually. The projected financial impact for this contract term is as follows:

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
\$154,167	\$1,695,833	\$0

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

### **ADDITIONAL INFORMATION**

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

**STAFF CONTACT(S)**

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# Staff Report



<b>Engineering Services Contract for Johnson Creek (Center to Collins) Sanitary Sewer Improvements; Project No. WUOP16013</b>	
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City Council Meeting Date: 08/23/2016	Action Being Considered: Minute Order
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## **RECOMMENDATION**

Authorizing the City Manager or his designee to execute an Engineering Services Contract with Kimley-Horn and Associates, Inc., of Fort Worth, Texas, for the design of the Johnson Creek (Center to Collins) Sanitary Sewer Improvements, in an amount not to exceed \$171,000.

## **PRIOR BOARD OR COUNCIL ACTION**

None

## **ANALYSIS**

The current sanitary sewer master plan recommends improvements in the Johnson Creek area between Center Street and Roosevelt Street in order to provide additional sanitary sewer capacity for existing and future sanitary sewer flows and to eliminate surcharging of the main.

The project scope includes the design of approximately 2,775 linear feet of 8-inch and 18-inch sanitary sewer main and 1,300 linear feet of 8-inch water main. The scope also includes evaluating drainage in the ditches along Thannisch Drive. Once the water and sanitary sewer improvements are completed, the pavement will be reconstructed along Center Street, Thannisch Drive, Conner Court, and Avondale Court and the existing ditches will be regraded to improve drainage in the area.

The Arlington Water Utilities Department negotiated an Engineering Services Contract with Kimley-Horn and Associates, Inc., to design the project for a not to exceed amount of \$171,000.

## **FINANCIAL IMPACT**

Funding is available in the following accounts:

Sanitary Sewer Bond Fund	648502-17972204-61043	\$148,338
Water Bond Fund	658502-18139205-61043	\$8,162
Stormwater Utility Fund Account	308501-11260199-61043	\$14,500

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
\$10,000	\$161,000	\$0

## **ADDITIONAL INFORMATION**

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

**STAFF CONTACT(S)**

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THE STATE OF TEXAS §

**ENGINEERING SERVICES CONTRACT**

COUNTY OF TARRANT §

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Arlington, Tarrant County, Texas, a municipal corporation, hereinafter called "City," and Kimley-Horn and Associates, Inc., hereinafter called "Engineer," whose address is 801 Cherry Street, Unit 11, Fort Worth, TX 76102.

WITNESSETH:

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

**Johnson Creek (Center to Collins) Sanitary Sewer Improvements  
City of Arlington Project No. WUOP16013**

**I.**

**Employment of Engineer**

Engineer shall perform all services under this contract to the prevailing engineering professional standards consistent with the level of care and skill ordinarily exercised by members of the engineering profession, both public and private, currently practicing in the same locality under similar conditions, including reasonable, informed judgments and prompt, timely action. If Engineer is representing that he/she has special expertise in one or more areas to be utilized in this contract, then Engineer agrees to perform those special expertise services to the appropriate local, regional or national professional engineering standards. Engineer shall provide services necessary for the construction of improvements to City's water and/or sanitary sewer system as described in Section III and shown on Attachment "A" - Location Map, being located within the City of Arlington, Tarrant County, Texas, and hereinafter referred to as the "Project." Attachment "A" is hereby incorporated as if written word for word.

**II.**

**Compensation to Engineer**

- A. **BASE COMPENSATION:** City agrees to pay Engineer for all services outlined in Section I and Section III, with the exception of work necessary for the preparation of right-of-way and/or easement acquisition data and field survey work for construction staking and layout, a total design compensation in an amount not to exceed \$ 134,700. This compensation shall include the cost of all design surveys, as well as all surveys required to sufficiently determine the limits of existing right-of-way and/or easements. Payments shall be made on an hourly fee basis per the rates indicated in Attachment "B" as part of this Contract. Attachment "B" is hereby incorporated as if written word for word.

- B. OTHER COMPENSATION: Compensation associated with easement preparation, general construction representation, and right-of-way acquisition data (exclusive of costs necessary to determine existing right-of-way or easement limits), shall be paid to the Engineer by City on an hourly fee basis per the hourly rates indicated in Attachment “B” as part of this Contract. This compensation also includes printing and reproduction expenses that are directly related to the Project. These costs are in addition to the base compensation for Engineering Services outlined in Section II.A. above. Payments for this compensation shall be made on an hourly basis not to exceed \$36,300. Project inspection services are not part of this Contract unless specifically addressed elsewhere in this Contract.
- C. Payment for services rendered by Engineer shall be made as follows:
1. For design, plans and specifications, Engineer will be paid on a monthly basis. Final payment will be due and payable upon delivery to City of final design construction plans and specifications for the Project and approval by City.
  2. For utility easements and construction staking and layout, payment will be made on a monthly basis in accordance with the value of the work as hereinbefore provided.
  3. City shall be invoiced in a form satisfactory to the City.

### **III.** **Services**

#### **Project Understanding**

This project consists of the following items that were identified in a scoping meeting with City staff and Kimley-Horn:

- 2,300 LF of 18” Sanitary Sewer Main
- 475 LF of 8” Sanitary Sewer Main
- 1,300 LF of 8” Water Main
- Concrete Panel Replacement on Center St
- Asphalt Reclamation on Thannisch Dr, Vonner Ct, and Avondale Ct
- Drainage Evaluation and Grading Plan along Thannisch Dr

A. 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.

- Along Center St from 50' north of Johnson Creek to Intersection of Thannisch Dr (ROW to ROW)
- Thannisch Dr from Center St to 150' south of Vonner Ct (50' beyond both sides of ROW)
- Along Johnson Creek from Thannisch Dr to Roosevelt St (80' centered on existing sewer line)
- Roosevelt St from Johnson Creek to north ROW of Randol Mill Rd (ROW to ROW)
- Avondale Ct (Width of existing easement)
- Vonner Ct (ROW to ROW)

See attachment A for an illustration of project limits. Additional survey outside of these limits will be considered additional services.

This field information shall be based on NAD-83 and 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 name and address of the property owners, as well as the legal description and property address of the affected property. Permission to survey on private property shall be obtained from the property owners before surveying is commenced. The letter of permission shall 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 visible existing features above 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 water and/or sanitary sewer system or may affect the proposed Project. The Engineer shall not be responsible for the cost of exposing these utilities, performing subsurface utility engineering (SUE) services, 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 and/or easements.
6. Locate and identify any tree that has an average trunk diameter of 6-inches or larger that is within the above described survey limits.
7. Determine the finished floor elevation for up to four (4) properties as directed by the City.
8. Determine horizontal location and surface elevation of sanitary sewer service cleanouts on private property, where available.

B. Geotechnical Investigation – Engineer shall perform the following tasks:

1. Subsurface exploration including four (4) sample bores at various locations and depths along the proposed route approved by the City.
2. Laboratory tests for classification purposes and strength characteristics.
3. Engineering services that address soil and groundwater conditions for proposed horizontal boring locations and pavement repair recommendations.
4. The City approved geotechnical subconsultant will prepare a geotechnical report that presents the results of the field and laboratory data as well as analysis and recommendations. The data contained in the geotechnical report will be made available to contractors during the bidding process as technical data for informational purposes.

C. General Requirements

1. Each time Engineer submits plans and specifications to City, four (4) copies (two {2} full size {22"x34"}, two {2} half scaled {11x17}) and .pdf files on a DVD shall be submitted. 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 all utility companies, including, but not limited to franchised utilities, pipeline

companies, railroad companies, TxDOT, or any other entity which has facilities within or adjacent to the Project. (Rev. 12/2014)

2. Each set of plans shall be stamped “Review,” and each sheet of the plans shall be signed and dated with registration 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.
3. Engineer shall coordinate with the utility companies, including, but not limited to franchised utilities, City of Arlington Water Utility Department, pipeline companies, railroad companies, TxDOT, or any other entity which has facilities within Project, any and all exposure, removal, and/or relocation work necessary for implementation of Project. This shall also include aiding City in obtaining any permits required by any of these entities. Engineer shall also attend any required utility coordination meetings for Project. (Rev. 12/2014)
4. Engineer shall coordinate with all utility companies, franchise companies and other entities for any proposed improvements, either on the surface, below or above the surface, that may be affected by the Project and indicate on the final plans said proposed improvements both on plans and profile, if available.
5. Engineer shall determine from existing records and field inspection, the type of existing pavement on Project, including all intersecting streets, driveways, and alleys, accurately showing this information on the plans.
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 coordinate and design the water and/or sanitary sewer system incorporating the following items into the conceptual, preliminary and final design plans and specifications.
  - a. Research plans in map room for City of Arlington Utilities and facilities.
  - b. Evaluate existing water and/or sanitary sewer system and make recommendations on existing lines based on the latest City of Arlington Design Criteria Manual and Texas Commission on Environmental Quality (TCEQ) Rules and requirements.
    - (1) Replace lines based on material type, depth and size or those having grade conflicts with existing and proposed improvements.
    - (2) Replace services based on material type, depth, and size.

- (3) Eliminate lines that may become unnecessary.
      - (4) Extend proper size lines and at proper connection point to serve vacant properties or properties that could be redeveloped.
      - (5) Evaluate line sizes based on area served and future development.
    - c. Evaluate and recommend remedies for conflicts with other Utility Companies and/or facilities.
    - d. Evaluate easement and/or right-of-way needs and prepare field notes.
    - e. Prepare alignment plans (1"=200' may be used) showing alternatives.
      - (1) Show proposed water and/or sanitary sewer lines along with existing lines.
      - (2) Show natural or man made features effecting design and/or easements and right-of-way.
      - (3) Show easement and/or right-of-way needs.
    - f. Submit plans, specifications, and engineering report for water and/or sanitary sewer system facilities to the TCEQ for review and approval.
    - g. Prepare opinions of costs for alternatives.
    - h. Incorporate plans and specifications by others (e.g. landscaping and/or tree planting) into contract document where applicable.
    - i. Provide recommendations to City regarding water and/or sanitary sewer system in relation to this contract.
- D. Right-of-Way Determination - In conformance with City standards, Engineer shall survey, render field notes, and prepare detail plans (right-of-way strip maps) and individual parcel exhibits for any additional right-of-way and/or easements needed. For budgeting purposes, a total of four (4) easement exhibits have been included. Preparation of additional easement exhibits will be considered additional services. 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 or project center line. Before setting the control points, Engineer shall obtain approved sketches and specifications from City for the placing of control points.

1. Detail plans shall be contained on standard size plan paper (22" X 34") at a scale not smaller than 1"=30', shall be sealed, dated, and signed by a Registered Professional Land Surveyor and shall contain the following:
  - a. Standard City title page including location map.
  - b. Summary sheet listing all parcels to be acquired, property owner, legal description of property, gross area of property, square footage and type of easements, net area of property after acquisition, and a column for volume and page of filing.
  - c. Corners of all parcels tied to the centerline.
  - d. Location of all existing property pins, including station and offset to centerline.
  - e. Location of all new property pins, including station and offset to centerline.
  - f. Parcel number.
  - g. Area required.
  - h. Area remaining.
  - i. Current owner.
  - j. Any existing platted easements or easements filed by separate instrument including easements provided by utility companies. The utility company easements should be requested by Engineer at the time conceptual plans, preliminary plans and final plans are sent to the utility companies.
2. Individual parcel exhibits shall be on 8½"x11" or 8½"x14" paper, shall be sealed, dated, and signed by a Registered Professional Land Surveyor and shall contain the following:
  - a. Parcel number.
  - b. Area required.
  - c. Area remaining.
  - d. Legal description.
  - e. Current owner.

- f. Any existing platted easements or easements filed by separate instrument including easements provided by utility companies.
- g. All physical features.
- h. Meets and bounds description of parcel to be acquired. The description shall be provided on a separate sheet from the exhibit.

The above items are necessary for the acquisition of right-of-way required to construct Project. Said information shall be required prior to acceptance of final construction plans.

Upon written 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 submit final sealed plans and exhibits, including location of the control points and their NAD-83 reference.

E. Conceptual Design Plans - Conceptual plans for this project shall be prepared on such a scale and 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. Engineer shall prepare conceptual plans which will include the following:

- 1. Alignment of the project including sizes of mains, proposed stubouts six inches (6") in diameter and larger, and any major appurtenant structures required. Engineer may use base maps 1"=200'.
- 2. Natural and man-made features affecting design and/or right-of-way and/or easements.
- 3. Dimensions of all existing right-of-way and all easements.
- 4. Locations and approximate dimensions of all anticipated right-of-way and/or easements.
- 5. A preliminary opinion of probable cost of the project.
- 6. The location of all trees with a diameter of six inches (6") or greater.

F. 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*.

G. Final Design Construction Plans - Engineer shall submit final design construction plans for review and approval by the City. Engineer shall prepare final design construction plans at a horizontal scale of 1"=20' and a vertical scale of 1"=5' (horizontal scale of 1"=40' and a vertical scale of 1"=4' may be used with prior permission by the City) on 22" x 34" sheets (each sheet shall be sealed, dated, and signed by a Registered Professional Engineer in the State of Texas), specifications and special provisions and abutting property attachment. Final design construction plans shall include the following:

1. Standard City title page with location map and revision block in the lower right corner showing date of revision, description of revision and initials of the revisor.
2. Plan and profile sheets of water and/or sanitary sewer improvements incorporating existing improvements as outlined in Sections III.A. and III.D. (A breakdown of the pay quantities shall be indicated for each plan and profile sheet. The breakdown may be shown on a summary of quantities sheet or may be indicated on the individual plan profile sheets.)
3. Detail and standard sheets.
4. Proposals, final opinion of probable cost, special provisions and specifications and contract document booklet.
5. All plans, documents, provisions, specifications, attachments and correspondence that leave Engineer's office shall be dated.
6. Street addresses and legal description.
7. Provide erosion control plan in compliance with the Clean Water Act.
8. Provide the final design construction plans on a CD with the formats as listed below. (Rev. 10/2014)
  - The AutoCad 2012 files, including survey
  - The Black and White Drawings (bi-tonal/single bit)
    - 300 DPI Tiff
    - CCITT Group 4 compression
  - Color or Grey Scale
    - 300 DPI Tiff
    - LZW compression

## H. Drainage Evaluation

1. Evaluate topographic survey along Thannisch Dr. corridor from Center St. to the northernmost driveway of the Meditation Center of Texas.
2. Determine if a proposed ditch can be constructed for approximately 650' on both sides along Thannisch Dr. to provide positive drainage from Center St. to the existing drainage channel southeast of Vonner Ct.
3. Prepare an 11"x17" exhibit showing results of the topographic survey prepared in Section III-A. The exhibit will indicate the longitudinal slope of the ditch, a typical section of the ditch, the construction limits, and identified any known constraints or conflicts.
4. Meet with City staff to discuss drainage options.
5. Provide grading plan for improvements to existing ditches.
6. This scope does not include preparing a drainage area map and performing any drainage analysis or calculations.
7. This scope does not include a public meeting, tree survey beyond what is described in Section III-A, structural design, and design of outfalls.

## I. Miscellaneous Requirements - Engineer shall furnish the City one (1) set of full size, one (1) set of half size, and an electronic file in .pdf format of the "Final" approved, sealed and dated plans. Engineer shall also submit an electronic file of the "Final" drawings in .dwg format. The following may also be required of the Engineer:

1. Engineer will review and approve (or take appropriate action with respect to) shop drawings, samples and other data which contractor(s) are required to submit.
2. Engineer will provide technical assistance as requested during construction.
3. 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, unless a defective procedure, method, etc., is observed by the Engineer. In such case, the Engineer will report any observed deficiencies to City and the Engineer will take any other appropriate actions.

J. Additional Services - Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the City, will be considered additional services. Engineer will not perform any Additional Services without City's prior approval. Additional services include, but are not limited to, the following:

1. Study of additional routes other than those identified in Section III.
2. Property acquisition.
3. Subsurface utility engineering (SUE).
4. Design of traffic control plans.
5. Design of drainage improvements to Johnson Creek outside of restoring the creek channel to the existing condition due to the normal construction of the sanitary sewer line.
6. Prepare construction plans for constructing a ditch, driveway culvert removal and reconstruction, and driveway removal and reconstruction.
7. Prepare an opinion of probable construction costs for drainage ditch, driveway culvert, and driveway construction.
8. Provide SWPPP.
9. Additional sets of bidding documents.
10. Professional services associated with re-bidding the project.
11. Construction phase services other than described in Section III-I.
12. Providing project representative services, on-site inspection, during the construction phase of the project.
13. Assisting City of Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by the Agreement. Such services, if any, shall be furnished by Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
14. Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
15. Preparation of record drawings based on contractor submittal of as-built records.
16. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the City.

#### **IV. Time for Completion**

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

- A. Conceptual design plans in 60 calendar days from date of written notice to proceed.
- B. Preliminary design construction plans in 60 calendar days from acceptance of conceptual plans and written notice to proceed with preliminary plans.
- C. Final design construction plans and specifications in 90 calendar days from acceptance of conceptual design plans and written notice to proceed with final plans. Subsequent submittals of final plans shall be returned to City within six (6) weeks of the date of the previous review letter.

Calendar days shall commence when Engineer is notified to proceed and shall terminate when City has accepted the plans as being final. 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 shall 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 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.

Engineer shall accompany City representatives on Project observation visits during construction of Project at appropriate frequencies to ensure the project is progressing based on Engineer's plans and specifications. City may require more frequent construction observation visits as construction problems arise as a result of Project design.

## **VII.** **Contract Termination Provision**

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

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

## **VIII.** **Ownership of Documents**

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

**IX.**  
**Insurance**

- A. Engineer shall at Engineer's own expense, purchase, maintain and keep in force during the term of this contract such insurance as set forth below. Engineer shall not 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 provided by statute, Employers Liability Insurance of not less than \$1,000,000.00 for each accident, \$1,000,000.00 disease-each employee, \$1,000,000.00 disease-policy limit.
  2. Commercial General Liability Insurance, including Independent Contractor's Liability, Completed Operations and Contractual Liability, covering but not limited to the indemnification provisions of this contract, fully insuring Engineer's liability for injury to or death of employees of City and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a combined bodily injury and property damage minimum limit of \$1,000,000.00 per occurrence and a \$2,000,000 aggregate. (Rev. 2/2016)
  3. Commercial Automobile and Truck Liability Insurance, covering any auto or hired and non-owned vehicles, with a combined bodily injury and property damage limit of \$1,000,000.00 per occurrence.
  4. Professional Liability Insurance: Engineer shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance. Limits of liability shall be \$1,000,000.00 per claim and \$2,000,000.00 aggregate. Any such policy of insurance and the Declarations Page therefore shall identify if coverage is being provided on an "occurrence" or "claims-made" basis. If this coverage is being provided on a claims-made basis, Engineer must maintain this policy for a period of four (4) years after the completion of the project or shall purchase the extended reporting period or "tail" coverage insurance providing equivalent coverage for the same period of time.
  5. Umbrella Liability Insurance of not less than \$2,000,000.00 per occurrence, following form and drop down provisions included.
- B. Each insurance policy to be furnished by Engineer shall include the following conditions by endorsement to the policy:
1. Except for Worker's Compensation and professional liability insurance, the policy shall name City as an additional insured as to all applicable coverage; **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, a notice thereof shall be given to City to:

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

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

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

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

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

D. Engineer agrees to the following:

1. Except for professional liability, Engineer hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against City, it being the intention that the insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies.

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

City of Arlington  
Water Utilities Department - Mail Stop 01-0200  
Attn: **Michael Mosier, P.E.**  
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 the sample Prime and Subs & Minority/Women Business Enterprise (MWBE) Report form at the end of this contract. 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 respondent superior shall not apply as between City and Engineer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Engineer.

**XX.**  
**Disclosure**

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

**XXI.**  
**Venue**

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

**XXII.**  
**Entire Agreement**

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

**XXIII.**  
**Applicable Law**

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

**XXIV.**  
**Default**

If at any time during the term of this contract, Engineer shall fail to commence the work in accordance with the provisions of this contract or fail to diligently provide services in an efficient, timely, and careful manner and in strict accordance with the provisions of this contract or fail to use an adequate number or quality of personnel or equipment to complete the work or fail to perform any of its obligations under this contract, then City shall have the right, if

Engineer does not cure any such default after thirty (30) days written notice thereof, to terminate this contract and complete the work in any manner it deems desirable, including engaging the services of other parties therefor. Any such act by City shall not be deemed a waiver of any other right or remedy of City. If after exercising any such remedy, the cost to City of the performance of the balance of the work is in excess of that part of the contract sum which has not therefore been paid to Engineer hereunder, Engineer shall be liable for and shall reimburse City for such excess.

**XXV.**  
**Headings**

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

**XXVI.**  
**Non-Waiver**

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

**XXVII.**  
**Remedies**

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

**XXVIII.**  
**Equal Employment Opportunity**

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

**XXIX.**  
**Construction of Contract**

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

**XXX.**  
**Notices**

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

If intended for City, to:

[Michael Mosier](#), P.E.  
City of Arlington  
P.O. Box 90231, MS 01-0200  
Arlington, Texas 76004-3231

If intended for Engineer, to:

Name: Tyler Kay, P.E.  
Address:801 Cherry Street, Unit 11, Suite 950  
Fort Worth, TX 76102  
Phone Number: 817-335-6511  
Email: [tyler.kay@kimley-horn.com](mailto:tyler.kay@kimley-horn.com)

**XXXI.**  
**Warranty**

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

**XXXII.**  
**USDOT Standard Title VI Assurances**

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

**Appendix A of the USDOT Standard Title VI Assurances**

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

\_\_\_\_\_

ENGINEER:

BY: \_\_\_\_\_

Jeff James

Printed or Typed Name

Senior Vice President

Printed or Typed Title

56-0885615

Tax Identification No.

ATTEST:

CITY OF ARLINGTON, TEXAS:

\_\_\_\_\_  
Mary W. Supino, City Secretary

BY: \_\_\_\_\_

Walter J. Pishkur

Printed or Typed Name

Director of Water Utilities

Printed or Typed Title

APPROVED AS TO FORM:  
TERIS SOLIS, City Attorney

BY: \_\_\_\_\_

THE STATE OF TEXAS §

Engineer Acknowledgment

COUNTY OF TARRANT §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016

(SEAL)

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

\_\_\_\_\_  
Notary's Printed Name

My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS §

Municipal Acknowledgment

COUNTY OF TARRANT §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016

(SEAL)

\_\_\_\_\_  
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)

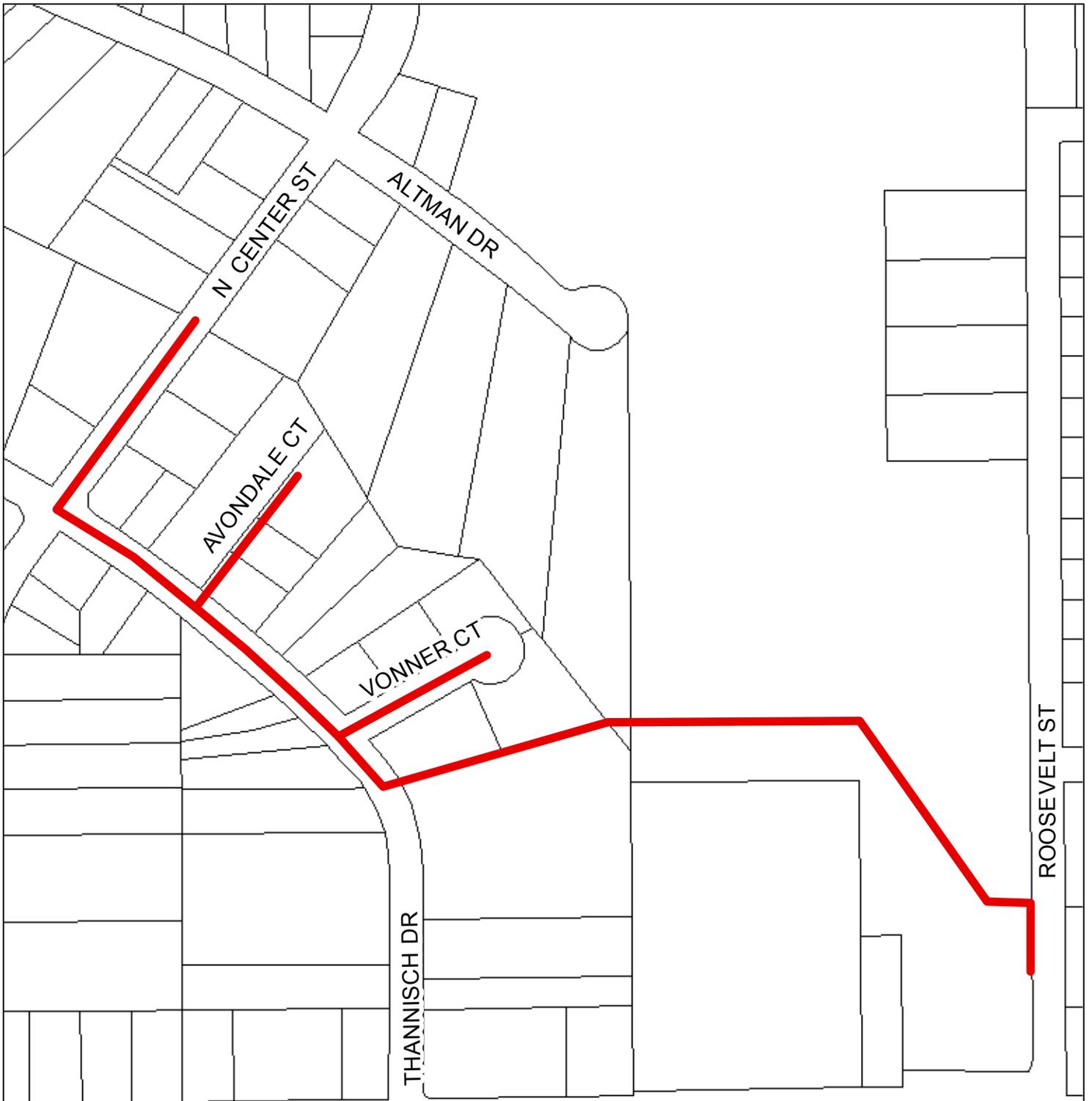
Other \_\_\_\_\_

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

**LIST ALL SUBS:**

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

(Rev. 3/2016)



**Legend**

 Sanitary Sewer Improvements

"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."



**Attachment "A"**  
**Johnson Creek Sanitary Sewer Improvements**  
**Project Number WUOP16013**



**Attachment "B"**  
City of Arlington, Texas  
Johnson Creek (Center to Collins) Sanitary Sewer Improvements  
Rate Schedule

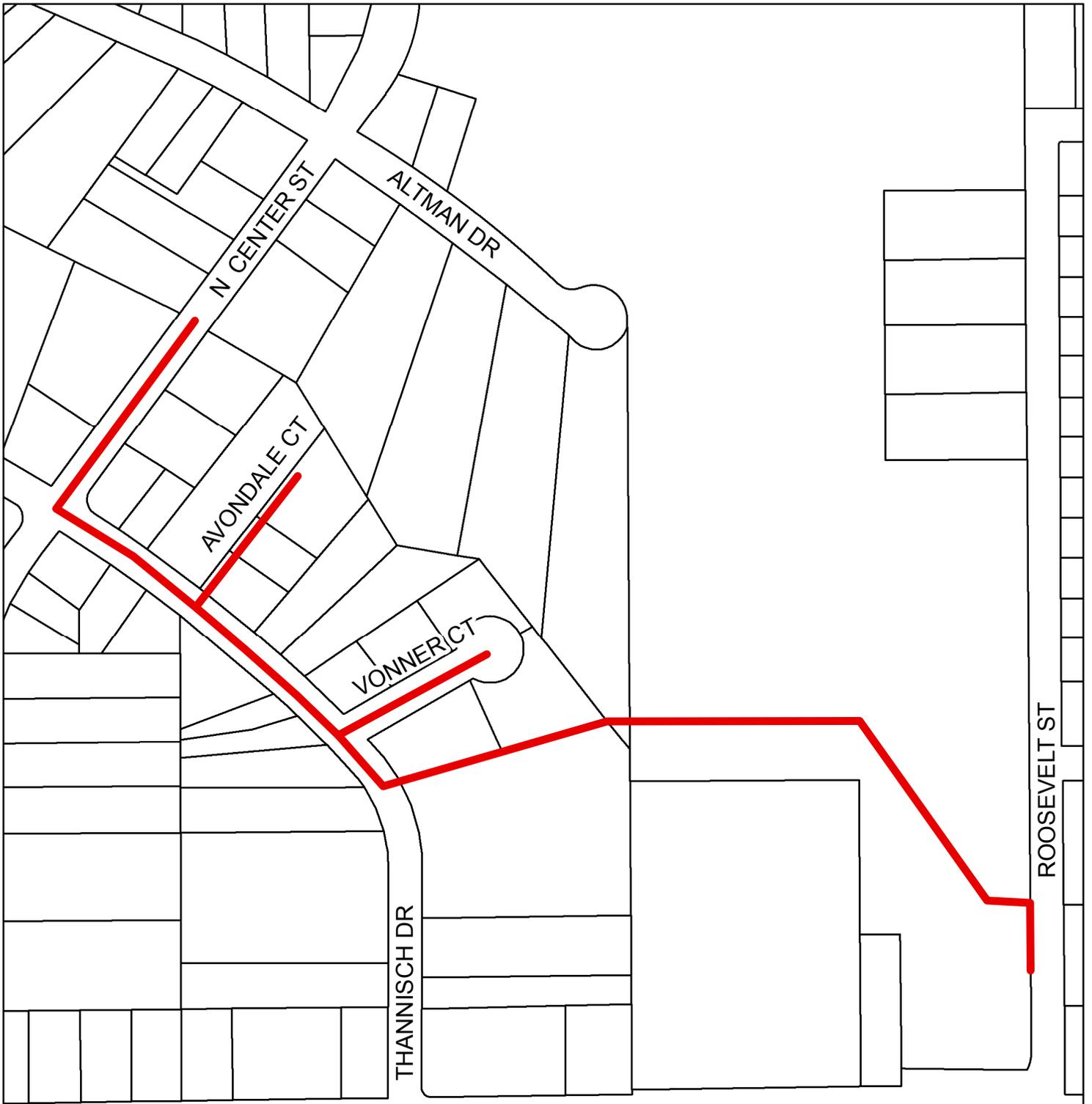
**Kimley-Horn and Associates, Inc.**

**Rate Schedule**

(Hourly Rate)

Clerical/Administrative Support	\$70-\$125
Technical Support	\$65-\$160
Analyst	\$145-\$165
Designer	\$170-\$180
Professional	\$150-\$205
Senior Professional II	\$190-\$240
Senior Professional I	\$230-\$250
Reimbursable Expenses	Cost times 1.10

*Effective July 1, 2016*



**Legend**

 Sanitary Sewer Improvements

"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."



**Location Map**  
**Johnson Creek Sanitary Sewer Improvements**  
**Project Number WUOP16013**





# Staff Report

<b>Purchase of a Skidsteer, Bid Project 16-0168</b>	
City Council Meeting Date: 8-23-16	Action Being Considered: Minute Order

## **RECOMMENDATION**

Authorize the City Manager or his designee to approve the purchase of a skidsteer with Kirby-Smith Machinery, Inc. of Fort Worth, Texas, through the Texas Local Government Purchasing Cooperative (TLGPC) in the estimated amount of \$65,650.

## **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 Gehl V330 Skidsteer for the Public Works and Transportation Department. The new unit will replace an existing unit that is over 15 years-old and has outlived its useful service life. The new skidsteer will be used for street repairs such as roadside and drainage maintenance, and debris clean-up during emergency operations. The new unit includes a 84" dirt bucket, a 66" scrap bucket, a hammer and high flow hydraulics.

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 skidsteer. Kirby-Smith Machinery, Inc. is under contract with TLGPC and will provide the new equipment in the estimated amount of \$65,650. This is a one-time purchase; therefore, no financial impact is anticipated in future fiscal years directly related to this purchase.

FY 2016  
\$65,650

FY 2017  
\$0

FY 2018  
\$0

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

## **ADDITIONAL INFORMATION**

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

## **STAFF CONTACT(S)**

Mindy Carmichael, P.E., Director  
Public Works & Transportation  
817-459-6552  
[Mindy.Carmichael@arlingtontx.gov](mailto:Mindy.Carmichael@arlingtontx.gov)

Will Velasco, CPPB  
Sr. Purchasing Agent  
817-459-6302  
[Will.Velasco@arlingtontx.gov](mailto:Will.Velasco@arlingtontx.gov)

Mike Finley  
Director of Finance  
817-459-6345  
[Mike.Finley@arlingtontx.gov](mailto:Mike.Finley@arlingtontx.gov)



# Staff Report

<b>Memorandum of Understanding with Arlington Independent School District for Helen Wessler Park Improvements</b>	
City Council Meeting Date: 8-23-16	Action Being Considered: Minute Order

**RECOMMENDATION**

Authorize the City Manager or his designee to execute a Memorandum of Understanding (MOU) with Arlington Independent School District (AISD) for AISD’s share of improvements at Helen Wessler Park in the estimated amount of \$168,000.

**PRIOR BOARD OR COUNCIL ACTION**

On September 15, 2015, Council approved Minute Order MO09152015-027 authorizing the execution of an Engineering Services Contract with Pacheco Koch Inc., of Dallas, Texas for the Helen Wessler Drainage and Creek Stabilization Project.

**ANALYSIS**

In its 2014 bond election, AISD included structural improvements to Cottonwood Creek (Tributary 3) that runs adjacent to Veda Knox Elementary School to stop historic creek erosion that is threatening school property. In the City’s 2014 bond election, the Parks and Recreation Department included park improvements, including creek stabilization, for Helen Wessler Park (adjacent to Veda Knox Elementary). In an effort to not duplicate services, the Parks and Recreation and Public Works Departments met with the AISD and determined it would be beneficial to coordinate the design and construction of the proposed improvements.

Pacheco Koch Consulting Engineers, Inc. was selected to design the proposed park and creek stabilization improvements for the two sites. The contract included the design and preparation of construction documents for a pedestrian bridge and stream bank stabilization for Cottonwood Creek. As part of that scope of work, the consultant was tasked to prepare an Opinion of Probable Cost for construction that outlines proposed funding obligations for both the City and AISD. The breakdown was determined by the percentage of work that would take place on the respective sites.

Based on these estimates, AISD has agreed to fund \$168,000 which is approximately 33% of the total proposed construction cost of \$512,000 and the City would fund the remaining balance of \$344,000. It is understood by both parties that this amount may fluctuate once bids have been received and have agreed to amend the MOU to correlate with the actual cost once a successful bid is awarded by Council.

**FINANCIAL IMPACT**

The project is scheduled to bid August 21, 2017. Funding for construction is available as follows:

Arlington Independent School District	\$168,000
Storm Water Utility Fund Account No. 308501-68151-11020199	\$150,000
Park Bond Account No. 508503-68101-53530599	\$194,000

<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>
\$344,000	\$0	\$0

**ADDITIONAL INFORMATION**

Attached:	Memorandum of Understanding Exhibit A, B & C
Under separate cover:	None
Available in the City Secretary's Office:	None

**STAFF CONTACT(S)**

David Wynn, P.E.  
Director of Public Works & Transportation  
817-459-6560  
[David.Wynn@arlingtontx.gov](mailto:David.Wynn@arlingtontx.gov)

Lemuel Randolph  
Director of Parks and Recreation  
817-459-5479  
[Lemuel.randolph@arlingtontx.gov](mailto:Lemuel.randolph@arlingtontx.gov)

**MEMORANDUM OF UNDERSTANDING  
ARLINGTON INDEPENDENT SCHOOL DISTRICT AND  
CITY OF ARLINGTON, TEXAS**

**PURPOSE:**

The purpose of this Memorandum of Understanding (MOU) is to establish an advanced agreement between the Arlington Independent School District (AISD) and the City of Arlington (CITY) to cost share for structural improvements to be made on Cottonwood Creek that runs adjacent to Veda Knox Elementary School and Helen Wessler Park.

**SCOPE:**

The scope of the services to be performed will include creek stabilization, erosion control measures and the installation of a pedestrian bridge.

**EXPECTATIONS & RESPONSIBILITIES:**

1. **Definition of Improvements**

For purposes of this Agreement, the "improvements" shall be defined as channel bank stabilization, erosion protection, landscaping, and related site work associated with stabilizing the creek bank. Proposed improvements are to be constructed by the CITY as indicated on the plans submitted by the CITY to AISD. A true and correct copy of the plan is attached hereto and incorporated herein for all purposes as **Exhibit "A"**. All future changes beside regular maintenance or repair of the creek stabilization area shall require a separate approval and meet the terms of this MOU.

2. **Cost of Improvements.** The complete cost of all necessary plans and specifications, as provided in this MOU, and the cost of construction of any and all improvements shall be shared by CITY and AISD as specified in **Exhibit "B"** as attached hereto and incorporated herein for all purposes. **Exhibit "B"** provides a detailed breakdown and an Opinion of Probable Cost (OPC). The OPC was provided by the Engineer employed by the CITY and is subject to change once the project commences.

3. **Ownership of Improvements.** Upon placement of the improvements, the maintenance of the improvements is the responsibility of the respective property owners, CITY and AISD, as identified by plat in **Exhibit "C"** attached hereto and incorporated herein for all purposes.

**AUTHORIZATION:**

\_\_\_\_\_  
Dr. Marcelo Cabazos  
Superintendent  
Arlington Independent School District

\_\_\_\_\_  
Date

MEMORANDUM OF UNDERSTANDING (MOU)  
between Arlington Independent School District (AISD) and City of Arlington, TX

---

Lemuel Randolph \_\_\_\_\_ Date  
Director  
City of Arlington  
Parks and Recreation Department

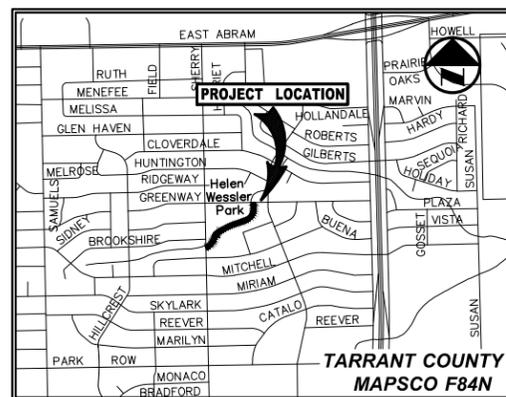
Exhibit A

# City of Arlington, Texas

## HELEN WESSLER DRAINAGE & CREEK STABILIZATION

APRIL 2016

Project No. PWPL 15001



VICINITY MAP  
(NOT TO SCALE)



SHEET No.	DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES
3	SURVEY CONTROL PLAN
DA-1	DRAINAGE AREA MAP
C-1 - C-2	CHANNEL GRADING PLAN
C-3 - C-4	CHANNEL POINT PLAN
C-5	CHANNEL TYPICAL SECTION
XS-1 - XS-4	CHANNEL CROSS SECTIONS
ST-1	STORM TYPICAL SECTION
ST-2 - ST-4	STORM PLAN & PROFILE
EC-1	EROSION CONTROL
D-1 - D-7	STANDARD DETAILS
*S101	CONTECH BRIDGE DETAILS ABUTMENT DETAILS

PREPARED BY

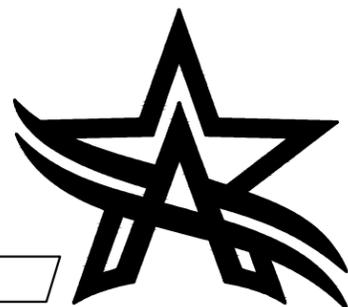


6100 WESTERN PLACE, SUITE 1001 T: 817.412.7155  
 FORT WORTH, TX 76107 F: 866.325.7343  
 TX REG. ENGINEERING FIRM F-469  
 TX REG. SURVEYING FIRM LS-10008001



*Scott Berman*

THE SEAL APPEARING ON THIS DOCUMENT WAS  
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 04/22/2016. ALTERATION OF A SEALED DOCUMENT  
 WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE  
 ENGINEER IS AN OFFENSE UNDER THE TEXAS  
 ENGINEERING PRACTICE ACT.



GENERAL NOTES:

1. CONTRACTOR SHALL IDENTIFY AND PROTECT EXISTING PUBLIC, PRIVATE, FRANCHISE, TELEPHONE, ELECTRIC, CABLE, GAS AND OTHER UTILITY SERVICE LINES DURING CONSTRUCTION. ANY DAMAGE TO THESE FACILITIES SHALL BE REPAIRED AT NO ADDITIONAL PAY.
2. PRIOR TO ANY CONSTRUCTION THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS, THE PLANS INCLUDING ALL NOTES, AND OTHER APPLICABLE STANDARDS OR SPECIFICATIONS RELEVANT TO THE PROPER COMPLETION OF THE WORK SPECIFIED. FAILURE ON THE PART OF THE CONTRACTOR TO FAMILIARIZE HIMSELF WITH ALL STANDARDS OR SPECIFICATIONS PERTAINING TO THIS WORK SHALL IN NO WAY RELIEVE THE CONTRACTOR OF RESPONSIBILITY OF PERFORMING THE WORK IN ACCORDANCE WITH ALL SUCH APPLICABLE STANDARDS AND SPECIFICATIONS. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE MEANS, METHODS, TECHNIQUES, PROCEDURES OF CONSTRUCTION, AND ANY SAFETY PRECAUTIONS AND PROGRAMS RELATING IN ANY WAY TO THE CONDITIONS OF THE PREMISES.
3. CONTRACTOR SHALL SECURE ALL CONSTRUCTED IMPROVEMENTS AND HIS OWN EQUIPMENT. CONTRACTOR IS SOLELY RESPONSIBLE FOR SAFETY OF HIS OWN EQUIPMENT.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING GENERAL SAFETY AT AND ADJACENT TO THE PROJECT AREA, INCLUDING THE PERSONAL SAFETY OF THE CONSTRUCTION CREW AND GENERAL PUBLIC AND THE SAFETY OF THE PUBLIC AND PRIVATE PROPERTY.
5. ANY ITEM OR MATERIALS NOT SHOWN UNDER CONTRACT PAY ITEMS ARE SUBSIDIARY TO THE CONTRACT ITEMS AND SHALL BE CONTRACTOR'S RESPONSIBILITY TO PROVIDE MATERIALS AND INSTALLATION AND/OR CONSTRUCTION WORK AT CONTRACTOR'S EXPENSE.
6. CONTRACTOR SHALL MAINTAIN FENCING ALONG LIMITS OF EXCAVATION AND MAINTAIN FENCING FOR THE DURATION OF THE PROJECT. ANY AREAS OR STRUCTURES DISTURBED BEYOND THESE LIMITS SHALL BE RESTORED TO THE SATISFACTION OF THE CITY AND OWNER WITH NO ADDITIONAL COST TO THE CITY.
7. ALL STORM DRAIN PIPE BENDS AND WYE CONNECTIONS ARE CONSIDERED PART OF THE PIPE COST AND WILL NOT BE PAID FOR SEPARATELY.
8. CONNECTIONS BETWEEN CONCRETE, PIPE, OR WALLS WHETHER EXISTING OR PROPOSED, WILL NOT BE A SEPARATE PAY ITEM AND ARE CONSIDERED INCIDENTAL TO THE CHANNEL BID ITEMS.
9. LIMITS OF EXCAVATION SHOWN WITHIN THESE PLANS REPRESENT ESTIMATED VERTICAL EXCAVATION FOR INSTALLATION OF MANUFACTURED WALL MATERIAL. THE LINE IS INTENDED TO BE AN ESTIMATE FOR INFORMATIONAL PURPOSES ONLY AND ACTUAL EXCAVATION LIMITS SHALL BE DETERMINED IN SHOP DRAWINGS FROM CONTRACTOR.
10. THE CONTRACTOR MAY DEVIATE FROM EXCAVATION LIMITS SHOWN IF CONTRACTOR AND OWNER AGREE IN WRITING THAT SUCH DEVIATION IS NECESSARY. PROPOSED DEVIATIONS SHALL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION. DEVIATIONS SHALL NOT INCLUDE TIE-BACKS.
11. THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES NOT DENOTED FOR RELOCATION, DEMOLITION OR CONSTRUCTION. SHORING LIMITS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE FOR INFORMATIONAL PURPOSES ONLY. THE SHORING METHOD(S) TO BE USED AND THE METHOD(S) BY WHICH THE STRUCTURES ARE TO BE PROTECTED SHALL BE INCLUDED ON SHOP DRAWINGS SUBMITTALS AND INCLUDED IN CONTRACTOR'S UNIT BID PRICES (NOT A SEPARATE PAY ITEM). WHERE EXCAVATION IS IN CLOSE PROXIMITY OF STRUCTURES, CONTRACTOR SHALL CONDUCT A PRE-CONSTRUCTION INSPECTION OF AFFECTED FACILITIES. IF PROTECTED STRUCTURES ARE DAMAGED DURING CONSTRUCTION, CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING AND/OR REPAIRING THEM PER CITY AND OWNERS SATISFACTION.
12. **CAUTION!!!** EXISTING UNDERGROUND AND OVERHEAD UTILITY LINES IN THE AREA. CONTACT PROPER UTILITY COMPANIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION. SEE SPECIFICATIONS FOR CONTACT NUMBERS.
13. STRUCTURES SHOWN TO BE RELOCATED SHALL BE MOVED OUTSIDE OF PERMANENT DRAINAGE EASEMENTS. FINAL LOCATION TO BE COORDINATED WITH OWNER'S REPRESENTATIVE WITH CONCURRENCE FROM PROPERTY OWNER.
14. ALL EXCAVATION, TRENCHING, AND SHORING OPERATIONS SHALL COMPLY WITH OSHA REQUIREMENTS COL. 29, SUB PART P, PG. 128-137, AND ANY AMENDMENTS THERETO. A TRENCH SAFETY PLAN SHALL BE STAMPED, SIGNED, AND DATED BY A LICENSED PROFESSIONAL ENGINEER AND SUBMITTED TO THE PROJECT ENGINEER BEFORE OR DURING PRE-CONSTRUCTION MEETING.
15. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE LATEST EDITION OF THE CITY OF ARLINGTON STANDARD SPECIFICATIONS FOR WATER AND SANITARY SEWER CONSTRUCTION.
16. THE LOCATIONS OF ALL EXISTING UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM EXISTING PUBLIC RECORDS OR PROVIDED BY VARIOUS OWNERS OF THE FACILITIES. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR VERIFICATION OF VERTICAL AND HORIZONTAL LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION. SUCH VERIFICATION SHALL BE CONSIDERED SUBSIDIARY TO ALL OTHER BID ITEMS. NOTIFY THE PROJECT INSPECTOR PROMPTLY OF ALL CONFLICTS OF THE WORK WITH EXISTING UTILITIES.
17. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES WITH FACILITIES IN PROJECT AREA 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE WITH THE PROPER UTILITY COMPANIES TO RELOCATE, BRACE, AND SUPPORT ANY UTILITY IN CONFLICT WITH THE PROPOSED STRUCTURE OR CONSTRUCTION. ALL ASSOCIATED WORK SHALL BE CONSIDERED SUBSIDIARY TO ALL OTHER BID ITEMS. ANY REPAIR TO THE DAMAGED EXISTING UTILITIES SHALL BE THE COST OF CONTRACTOR.

18. PUBLIC OR PRIVATE UTILITY LINES MAY EXIST THAT ARE NOT SHOWN ON THE CONSTRUCTION PLANS. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING THE INTEGRITY OF THESE LINES. SUCH WORK SHALL BE CONSIDERED SUBSIDIARY TO ALL OTHER BID ITEMS.
19. THREE COPIES OF "STORM WATER POLLUTION PREVENTION PLAN (SWPPP)" SEALED BY A LICENSED PROFESSIONAL ENGINEER SHALL BE SUBMITTED TO THE PROJECT ENGINEER AT LEAST 10 WORKING DAYS PRIOR TO CONSTRUCTION.
20. THE CONTRACTOR SHALL NOTIFY THE PROJECT INSPECTOR AT LEAST THREE (3) WORKING DAYS PRIOR TO CONSTRUCTION IN ORDER TO COORDINATE CONSTRUCTION, ADMINISTRATION, AND INSPECTION ACTIVITIES.
21. THE CONTRACTOR SHALL AVOID DAMAGING ANY EXISTING SPRINKLER SYSTEM THAT MAY BE IN THE CONSTRUCTION AREA. REMOVED OR DAMAGED SPRINKLER SYSTEM SHALL BE REPAIRED BY A LICENSED IRRIGATOR. THIS WORK SHALL BE CONSIDERED SUBSIDIARY TO ALL OTHER BID ITEMS.
22. THE CONTRACTOR SHALL AVOID DAMAGING ANY LANDSCAPING THAT MAY BE IN THE CONSTRUCTION AREA. REPLACING DAMAGED LANDSCAPING SHALL BE CONSIDERED SUBSIDIARY TO ALL OTHER BID ITEMS UNLESS OTHERWISE INDICATED IN THE BID PROPOSAL AS A PAY ITEM.
23. REMOVAL OF TREES AND OTHER EXISTING STRUCTURES SHALL BE CONSIDERED SUBSIDIARY TO ALL OTHER BID ITEMS UNLESS OTHERWISE INDICATED IN THE BID PROPOSAL. THE CITY OF ARLINGTON MUST APPROVE SHOP DRAWINGS PRIOR TO EXCAVATION.
24. ALL SIDEWALKS ARE TO REMAIN ACCESSIBLE AT ALL TIMES DURING CONSTRUCTION.
25. THESE PLANS SHALL NOT BE ASSUMED TO SHOW ALL OF OR EXACT LOCATIONS OF EXISTING STORM DRAIN PIPES. CONTRACTOR IS REQUIRED TO LOCATE ALL EXISTING STORM PIPES AND REPLACE WITH LIKE SIZES TO ENSURE ADEQUATE OUTFALL AS SHOWN ON THE STORM DRAIN TYPICAL SECTION

DEMOLITION GENERAL NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR LOCATING, PROTECTING AND MAINTAINING ALL PUBLIC AND PRIVATE UTILITY SERVICE AND MAIN LINES DURING CONSTRUCTION.
2. CONTRACTOR SHALL REPLACE, TO THE OWNER'S SATISFACTION, ALL PROPERTY AND UTILITIES DAMAGED DURING CONSTRUCTION AT NO EXTRA PAY.
3. REMOVAL QUANTITIES ARE AN ENGINEER'S ESTIMATE THAT IS REQUIRED TO CONSTRUCT PROJECT. CONTRACTOR SHALL REPLACE ANY ADDITIONAL REMOVED QUANTITIES AT NO EXTRA PAY.
4. RELOCATED ITEMS SHALL BE RELOCATED OUTSIDE OF EASEMENT UNLESS OTHERWISE NOTED. CONTRACTOR SHALL COORDINATE PLACEMENT OF RELOCATED ITEMS WITH PROPERTY OWNERS.
5. ANY AND ALL DRIVEWAYS, PATIOS, TREES, CURBS, STRUCTURES OR OTHER PRIVATE PROPERTY DAMAGED DURING ACCESS TO THE CHANNEL SHALL BE REPLACED BY THE CONTRACTOR AT NO EXTRA PAY.
6. ALL FENCES REMOVED DURING CONSTRUCTION AND OTHER TEMPORARY FENCING SHALL BE REPLACED ALONG TOP OF PROPOSED CHANNEL WALL. ALL FENCING SHALL MATCH EXISTING UNLESS OTHERWISE NOTED.



*Scott Berman*

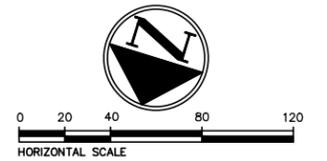
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JHLSCHER 8-464N 07/07/2016 07:10:58 15-332CV.DWG 2015.3686-15.332CV.DWG

6100 WESTERN PLACE, SUITE 1001 FORT WORTH, TX 76107 817.412.7155 TX REG. ENGINEERING FIRM F-469 TX REG. SURVEYING FIRM LS-10008001						
HELEN WESSLER, DRAINAGE & CREEK STABILIZATION JOB NO. PWPL15001						
<b>GENERAL NOTES</b>						
DESIGN	DRAWN	CHECKED	DATE	SCALE	PK JOB NO.	SHEET NO.
SFB/JLH	JLH	SFB/JLH	MAR 2016	NTS	3686-15.332	2

**BENCH MARK LIST**

- BM# 1 " X " CUT 6' SOUTH OF THE SOUTH CURB LINE OF GREENWAY STREET, ±230' WEST OF THE CENTERLINE OF CARTER DRIVE.  
NORTHING: 6950793.72  
EASTING: 2408503.70  
ELEV: 578.60
- BM# 2 " X " CUT ON THE CENTER OF A CURB INLET ±2' SOUTH OF THE SOUTH CURB LINE OF GREENWAY STREET, ±348' WEST OF THE CENTERLINE OF CARTER DRIVE.  
NORTHING: 6950797.47  
EASTING: 2408386.14  
ELEV: 578.74
- BM# 3 " X " CUT ON CONCRETE ±5' WEST OF THE WEST CURB LINE OF SHERRY STREET, ±65' SOUTH OF THE CENTERLINE OF BROOKSHIRE STREET.  
NORTHING: 6950566.69  
EASTING: 2407700.00  
ELEV: 591.02
- BM# 4 " X " CUT ON CONCRETE ±6.5' WEST OF THE WEST CURB LINE OF SHERRY STREET, ±65' SOUTH OF THE CENTERLINE OF BROOKSHIRE STREET.  
NORTHING: 6950297.03  
EASTING: 2407701.08  
ELEV: 588.88
- AR106 ALUMINUM CAP ON ROD WITH ACCESS COVER LOCATED ON THE EAST SIDE OF SHERRY STREET BETWEEN STONEGATE STREET AND BROOKSHIRE STREET. THE MONUMENT IS 22' EAST OF THE CENTERLINE OF SHERRY STREET, 95' SOUTH OF BROOKSHIRE STREET, 194' NORTH OF STONEGATE STREET, AND 20' WEST OF A SPLIT RAIL FENCE.  
ELEV: 590.39



- LEGEND**
- B. BOLLARD
  - EM. ELECTRIC METER
  - PP. POWER POLE
  - LS. LIGHT STANDARD
  - WM. WATER METER
  - WV. WATER VALVE
  - ICV. IRRIGATION CONTROL VALVE
  - FH. FIRE HYDRANT
  - CO. CLEANOUT
  - MH. EXISTING MANHOLE
  - MH. PROPOSED MANHOLE
  - TSC. TRAFFIC SIGNAL CONTROL
  - TSP. TRAFFIC SIGNAL POLE
  - TELE. TELEPHONE BOX
  - FL. FLOOD LIGHT
  - FP. FLAG POLE
  - TR. TRAFFIC SIGN
  - IRS. 1/2-INCH IRON ROD WITH "PACHECO KOCH" CAP SET
  - (C.M.) CONTROLLING MONUMENT
  - — — — — PROPERTY LINE
  - - - - - FENCE
  - OH. OVERHEAD UTILITY LINE
  - E. UNDERGROUND ELECTRIC LINE
  - T. UNDERGROUND TELEPHONE LINE
  - C. UNDERGROUND CABLE LINE
  - 6"W. UNDERGROUND WATER LINE
  - 6"SS. UNDERGROUND SANITARY SEWER LINE

NOTE:  
TOPOGRAPHY FROM PACHECO KOCH FIELD SURVEY IN NOVEMBER 2015.



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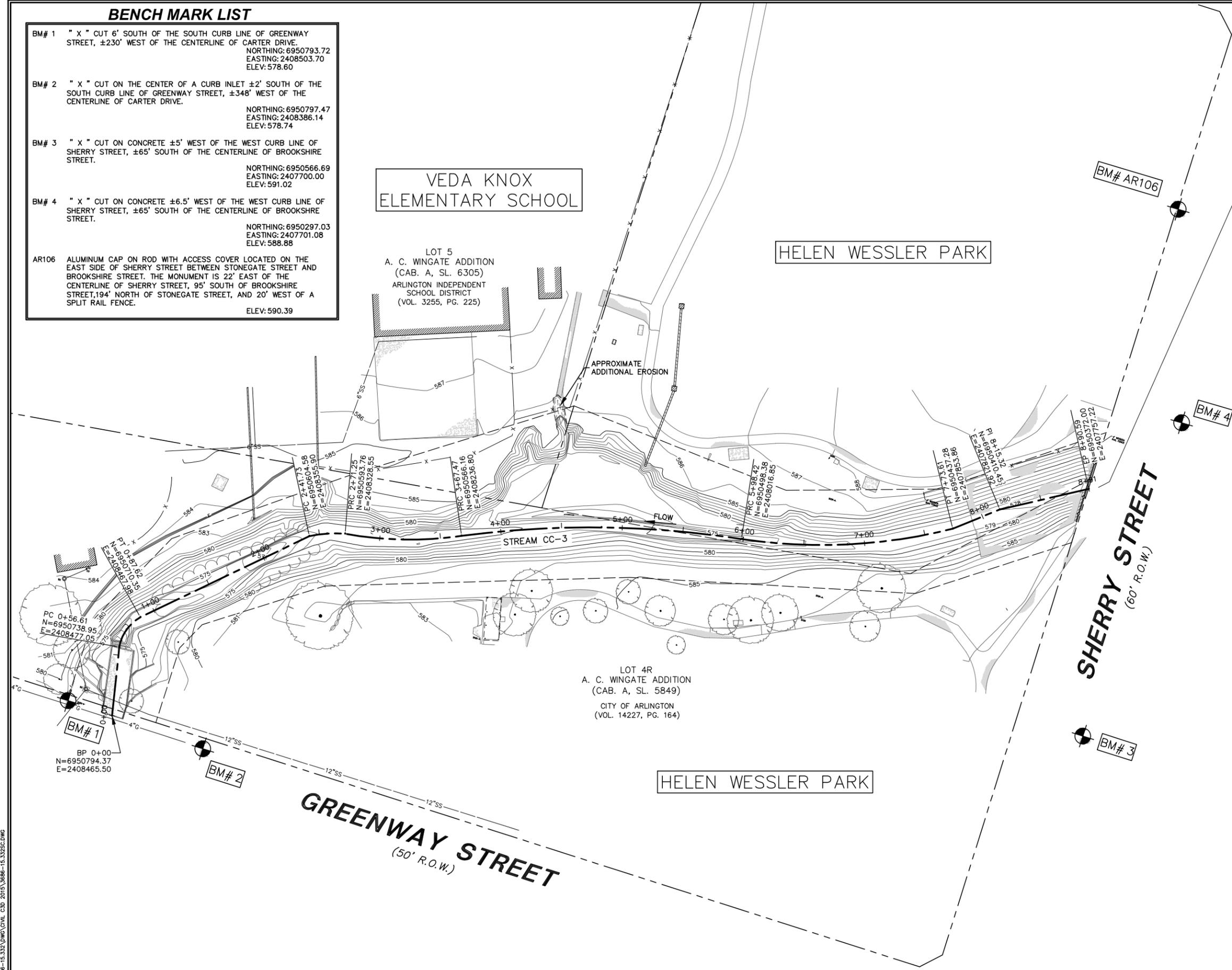
NO.	DATE	REVISION

**Pacheco Koch** 6100 WESTERN PLACE, SUITE 1001  
FORT WORTH, TX 76107 817.412.7155  
TX REG. ENGINEERING FIRM F-469  
TX REG. SURVEYING FIRM LS-10008001

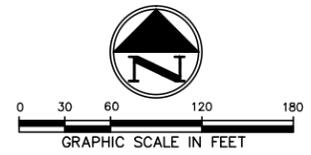
**CITY OF ARLINGTON, TEXAS**  
HELEN WESSLER, DRAINAGE & CREEK STABILIZATION  
JOB NO. PWPL15001

**SURVEY CONTROL**

DESIGN	DRAWN	CHECKED	DATE	SCALE	PK JOB NO.	SHEET NO.
SFB/JLH	JLH	SFB/JLH	MAR 2016	1"=40'H	3686-15.332	3



JHLSCHER  
 07/07/2016  
 15.332\UNITS\DWG\_C3D\_2015\3686-15.332.DWG  
 E: 464M  
 S: 1532\UNITS\DWG\_C3D\_2015\3686-15.332.DWG



- LEGEND**
- B. BOLLARD
  - EM. ELECTRIC METER
  - PP. POWER POLE
  - LS. LIGHT STANDARD
  - WM. WATER METER
  - WV. WATER VALVE
  - ICV. IRRIGATION CONTROL VALVE
  - FH. FIRE HYDRANT
  - CO. CLEANOUT
  - MH. EXISTING MANHOLE
  - MH. PROPOSED MANHOLE
  - TSC. TRAFFIC SIGNAL CONTROL
  - TSP. TRAFFIC SIGNAL POLE
  - TELE. TELEPHONE BOX
  - FL. FLOOD LIGHT
  - FP. FLAG POLE
  - TR. TRAFFIC SIGN
  - IRS. 1/2-INCH IRON ROD W/"PACHECO KOCH" CAP SET
  - (C.M.) CONTROLLING MONUMENT
  - PROPERTY LINE
  - FENCE
  - OHL. OVERHEAD UTILITY LINE
  - E. UNDERGROUND ELECTRIC LINE
  - T. UNDERGROUND TELEPHONE LINE
  - C. UNDERGROUND CABLE LINE
  - 6" UNDERGROUND WATER LINE
  - 6"SS. UNDERGROUND SANITARY SEWER LINE
  - PROPOSED DRAINAGE FLOW DIRECTION
  - PROPOSED DRAINAGE DIVIDE
  - PROPOSED DRAINAGE AREA ID
  - AREA IN ACRES
  - Q<sub>100</sub> IN CUBIC FEET PER SECOND



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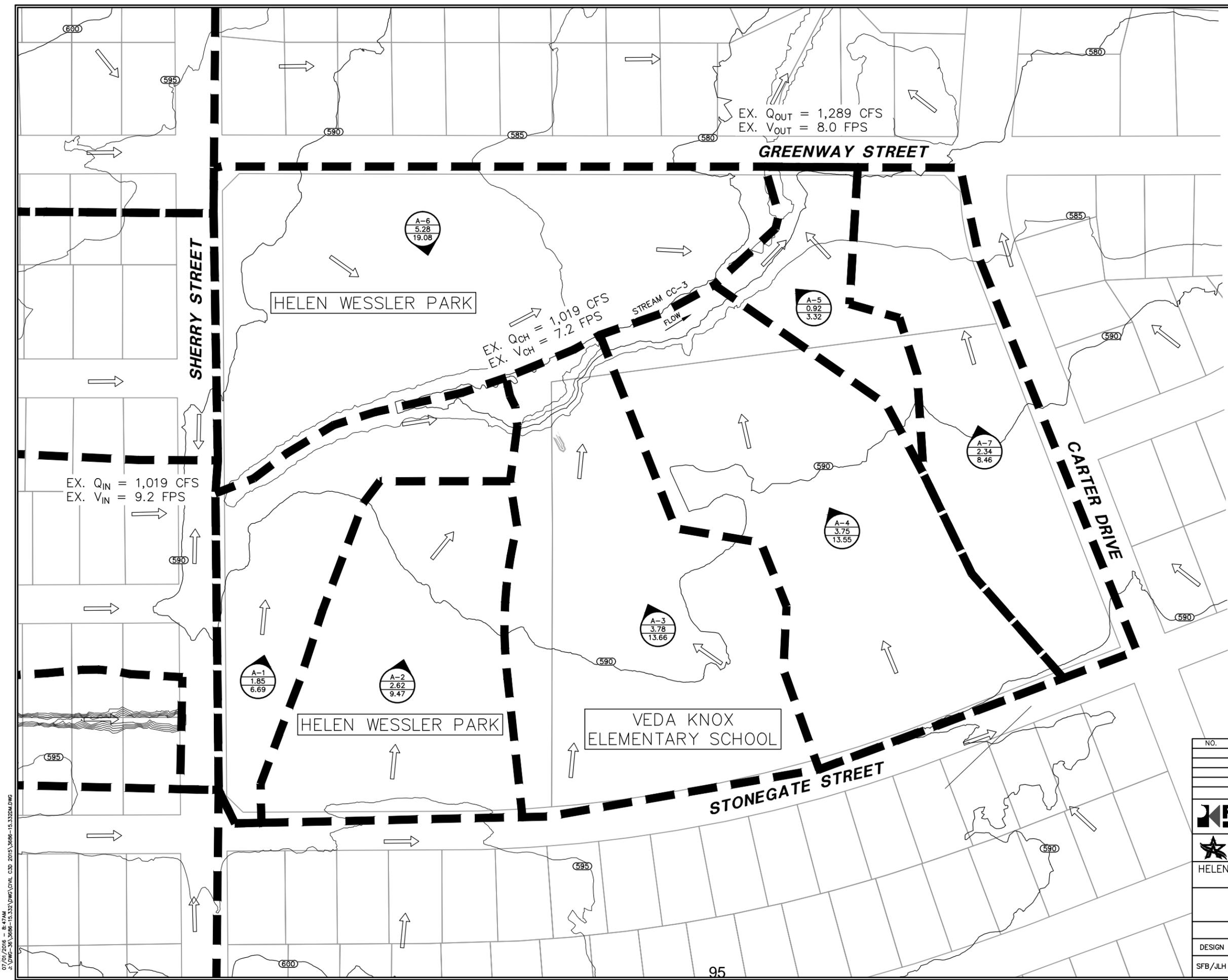
NO.	DATE	REVISION

**Pacheco Koch** 6100 WESTERN PLACE, SUITE 1001  
FORT WORTH, TX 76107 817.412.7155  
TX REG. ENGINEERING FIRM F-469  
TX REG. SURVEYING FIRM LS-10008001

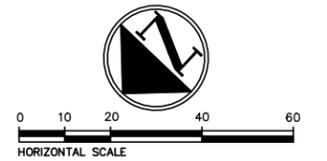
**CITY OF ARLINGTON, TEXAS**  
HELEN WESSLER, DRAINAGE & CREEK STABILIZATION  
JOB NO. PWPL15001

**DRAINAGE AREA MAP**

DESIGN	DRAWN	CHECKED	DATE	SCALE	PK JOB NO.	SHEET NO.
SFB/JLH	JLH	SFB/JLH	MAR 2016	1"=60'	3686-15.332	DA-1



JHLSCHER  
 07/07/2016  
 S:\PWP-3686-15.332\UNITS\CIVIL\_CSD\_2015\3686-15.332\DWG



**LEGEND**

B	BOLLARD
EM	ELECTRIC METER
PP	POWER POLE
LS	LIGHT STANDARD
WM	WATER METER
WV	WATER VALVE
ICV	IRRIGATION CONTROL VALVE
FH	FIRE HYDRANT
CO	CLEANOUT
MH	EXISTING MANHOLE
MH	PROPOSED MANHOLE
TSC	TRAFFIC SIGNAL CONTROL
TSP	TRAFFIC SIGNAL POLE
TELE	TELEPHONE BOX
FL	FLOOD LIGHT
FP	FLAG POLE
SI	TRAFFIC SIGN
IRS	1/2-INCH IRON ROD W/ "PACHECO KOCH" CAP SET
(C.M.)	CONTROLLING MONUMENT
---	PROPERTY LINE
-X-	FENCE
OHL	OVERHEAD UTILITY LINE
E	UNDERGROUND ELECTRIC LINE
T	UNDERGROUND TELEPHONE LINE
C	UNDERGROUND CABLE LINE
6"W	UNDERGROUND WATER LINE
6"SS	UNDERGROUND SANITARY SEWER LINE
613	PROPOSED CONTOUR
613	EXISTING CONTOUR

**NOTE:**  
NO GRADING SHALL BE DONE WITHIN THE ORDINARY HIGH WATER MARK



*Scott Berman*

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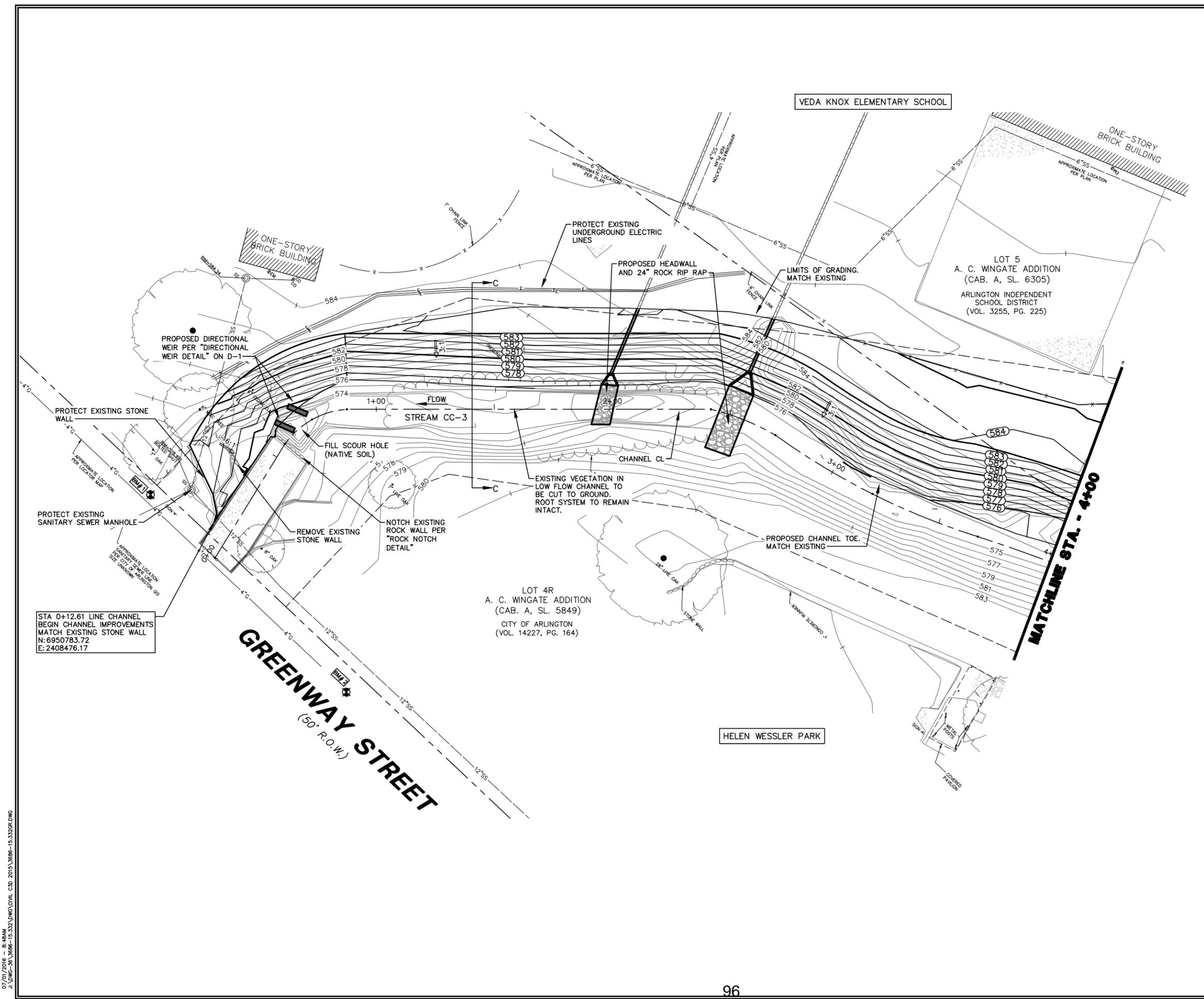
NO.	DATE	REVISION

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FORT WORTH, TX 76107 817.412.7155  
TX REG. ENGINEERING FIRM F-469  
TX REG. SURVEYING FIRM LS-10008001

**CITY OF ARLINGTON, TEXAS**  
HELEN WESSLER, DRAINAGE & CREEK STABILIZATION  
JOB NO. PWPL15001

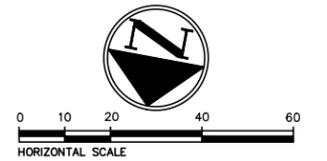
**CHANNEL GRADING PLAN**

DESIGN	DRAWN	CHECKED	DATE	SCALE	PK JOB NO.	SHEET NO.
SFB/JLH	JLH	SFB/JLH	MAR 2016	1"=20'H	3686-15.332	C-1



STA 0+12.61 LINE CHANNEL  
BEGIN CHANNEL IMPROVEMENTS  
MATCH EXISTING STONE WALL  
N: 6950783.72  
E: 2408476.17

JHLSCHER  
07/07/2016 8:45AM  
C:\WP\3686-15.332\UNITS\CIVIL\_C3D\_2015\3686-15.332\DR.DWG



- LEGEND**
- B. BOLLARD
  - EM ⊙ ELECTRIC METER
  - PP ⊙ POWER POLE
  - LS ⊙ LIGHT STANDARD
  - WM ⊙ WATER METER
  - WV ⊙ WATER VALVE
  - ICV ⊙ IRRIGATION CONTROL VALVE
  - FH ⊙ FIRE HYDRANT
  - CO ⊙ CLEANOUT
  - MH ⊙ EXISTING MANHOLE
  - MH ⊙ PROPOSED MANHOLE
  - TSC ⊙ TRAFFIC SIGNAL CONTROL
  - TSP ⊙ TRAFFIC SIGNAL POLE
  - TELE ⊙ TELEPHONE BOX
  - FL ⊙ FLOOD LIGHT
  - FP ⊙ FLAG POLE
  - SIG ⊙ TRAFFIC SIGN
  - IRS ⊙ 1/2-INCH IRON ROD
  - (C.M.) W/PACHECO KOCH" CAP SET
  - PROPERTY LINE
  - x FENCE
  - OHL OVERHEAD UTILITY LINE
  - E UNDERGROUND ELECTRIC LINE
  - T UNDERGROUND TELEPHONE LINE
  - C UNDERGROUND CABLE LINE
  - 6"W UNDERGROUND WATER LINE
  - 6"SS UNDERGROUND SANITARY SEWER LINE
  - 61.3 PROPOSED CONTOUR
  - 61.3 EXISTING CONTOUR

**NOTE:**  
NO GRADING SHALL BE DONE WITHIN THE ORDINARY HIGH WATER MARK



*Scott Berman*

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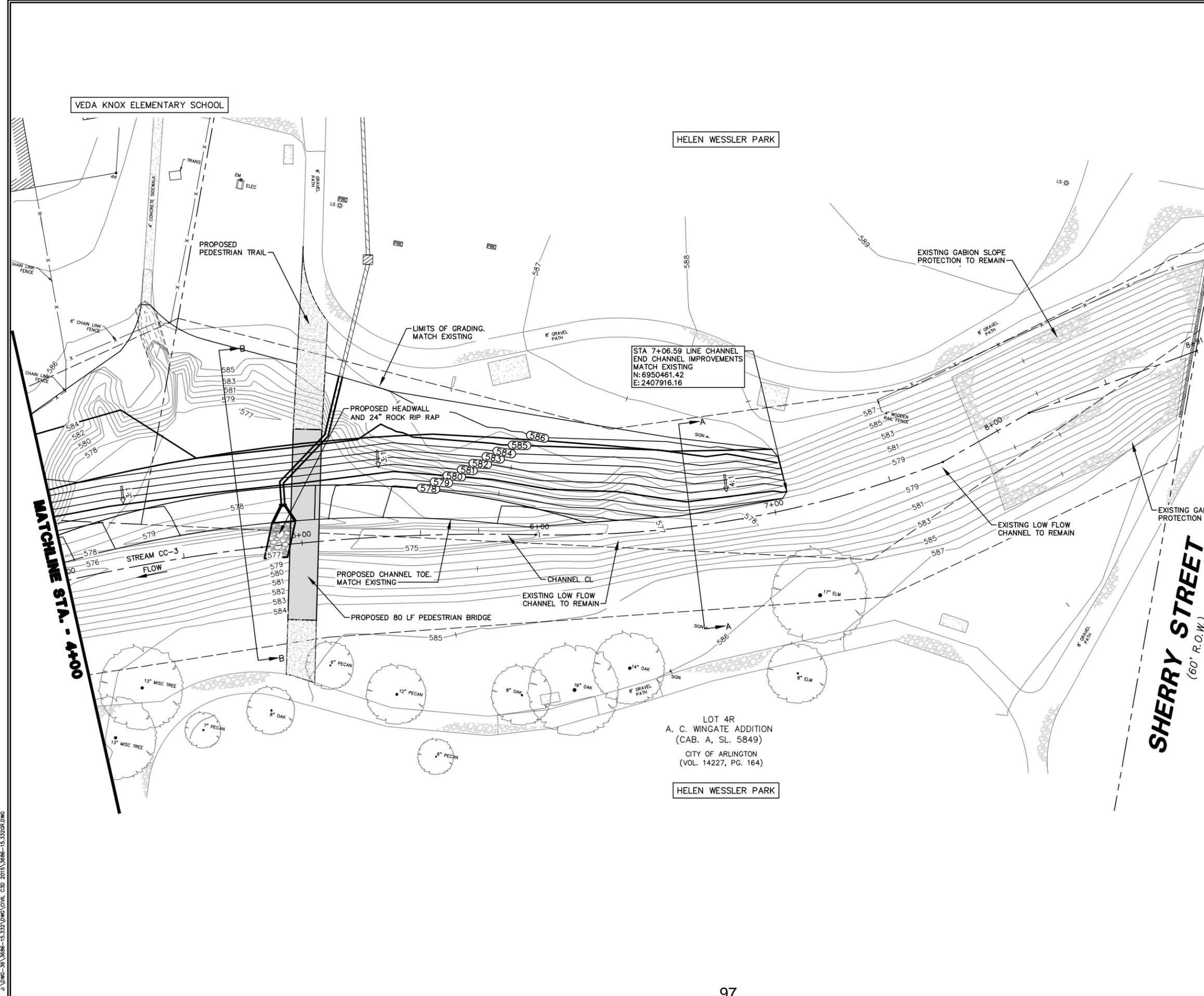
NO.	DATE	REVISION

**Pacheco Koch** 6100 WESTERN PLACE, SUITE 1001  
FORT WORTH, TX 76107 817.412.7155  
TX REG. ENGINEERING FIRM F-469  
TX REG. SURVEYING FIRM LS-10008001

**CITY OF ARLINGTON, TEXAS**  
HELEN WESSLER, DRAINAGE & CREEK STABILIZATION  
JOB NO. PWPL15001

**CHANNEL GRADING PLAN**

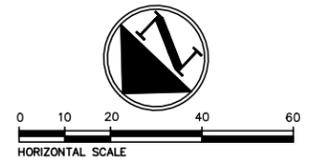
DESIGN	DRAWN	CHECKED	DATE	SCALE	PK JOB NO.	SHEET NO.
SFB/JLH	JLH	SFB/JLH	MAR 2016	1"=20'H	3686-15.332	C-2



STA 7+06.59 LINE CHANNEL  
END CHANNEL IMPROVEMENTS  
MATCH EXISTING  
N: 6950461.42  
E: 2407916.16

LOT 4R  
A. C. WINGATE ADDITION  
(CAB. A, SL. 5849)  
CITY OF ARLINGTON  
(VOL. 14227, PG. 164)

JHLSCHER 8-46AM 07/07/2016 C:\PWP\3686-15.332\UNITS\CIVIL\_C3D\_2015\3686-15.332\GRD.DWG



- LEGEND**
- B<sub>1</sub> BOLLARD
  - EM<sub>6</sub> ELECTRIC METER
  - PP<sub>6</sub> POWER POLE
  - LS<sub>3</sub> LIGHT STANDARD
  - WM<sub>6</sub> WATER METER
  - WV<sub>6</sub> WATER VALVE
  - ICV<sub>6</sub> IRRIGATION CONTROL VALVE
  - FHY<sub>6</sub> FIRE HYDRANT
  - CO<sub>6</sub> CLEANOUT
  - MH<sub>6</sub> EXISTING MANHOLE
  - MH<sub>6</sub> PROPOSED MANHOLE
  - TSC<sub>6</sub> TRAFFIC SIGNAL CONTROL
  - TSP<sub>6</sub> TRAFFIC SIGNAL POLE
  - TELE<sub>6</sub> TELEPHONE BOX
  - FL<sub>6</sub> FLOOD LIGHT
  - FP<sub>6</sub> FLAG POLE
  - SI<sub>6</sub> TRAFFIC SIGN
  - IRS 1/2-INCH IRON ROD
  - (C.M.) W/PACHECO KOCH" CAP SET
  - (C.M.) CONTROLLING MONUMENT
  - PROPERTY LINE
  - - - FENCE
  - OHL OVERHEAD UTILITY LINE
  - E UNDERGROUND ELECTRIC LINE
  - T UNDERGROUND TELEPHONE LINE
  - C UNDERGROUND CABLE LINE
  - 6"W UNDERGROUND WATER LINE
  - 6"SS UNDERGROUND SANITARY SEWER LINE

- PROPOSED TURF REINFORCEMENT MAT
- PROPOSED 24" ROCK RIP RAP
- PROPOSED CONCRETE TRAIL

**NOTE:**  
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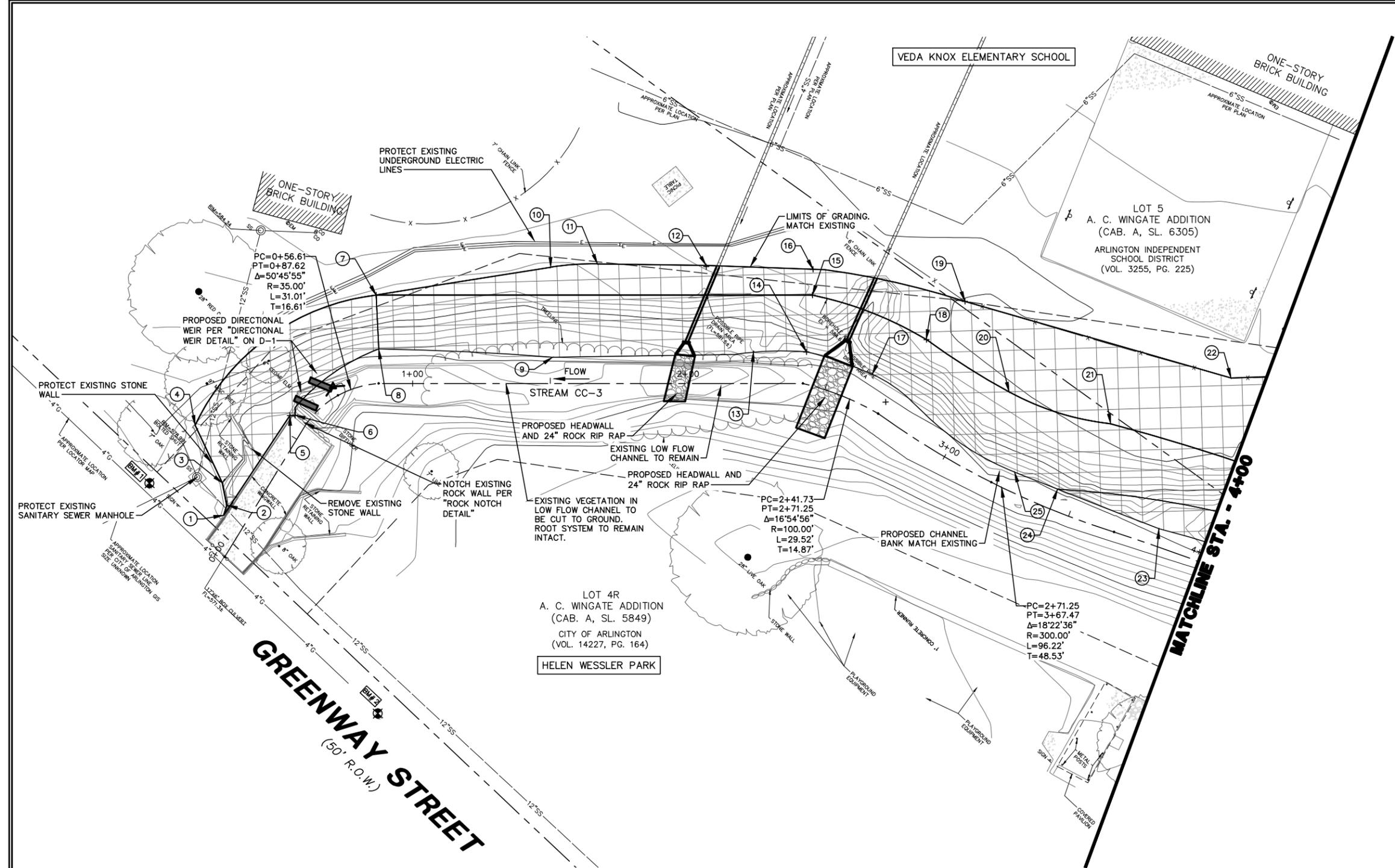
NO.	DATE	REVISION

**Pacheco Koch** 6100 WESTERN PLACE, SUITE 1001  
FORT WORTH, TX 76107 817.412.7155  
TX REG. ENGINEERING FIRM F-469  
TX REG. SURVEYING FIRM LS-10008001

**CITY OF ARLINGTON, TEXAS**  
HELEN WESSLER, DRAINAGE & CREEK STABILIZATION  
JOB NO. PWPL15001

**CHANNEL POINT PLAN**

DESIGN	DRAWN	CHECKED	DATE	SCALE	PK JOB NO.	SHEET NO.
SFB/JLH	JLH	SFB/JLH	MAR 2016	1"=20'H 1"=2'V	3686-15.332	C-3



DESIGN POINTS					
NO.	STA	OFFSET	ELEVATION	NORTHING	EASTING
1	0+12.61	8.3 LT	577.67	6950783.72	2408476.17
2	0+16.28	9.2 LT	576.22	6950780.31	2408477.81
3	0+22.32	14.7 LT	577.00	6950775.51	2408484.40
4	0+34.97	34.1 LT	577.90	6950767.09	2408506.01
5	0+56.00	6.6 LT	573.78	6950740.90	2408483.40
6	0+58.67	6.4 LT	572.70	6950739.57	2408482.12
7	0+87.62	32.0 LT	582.46	6950687.67	2408490.57
8	0+87.62	12.5 LT	576.01	6950701.27	2408476.52
9	1+50.78	9.5 LT	576.00	6950660.08	2408428.58
10	1+50.16	42.1 LT	583.20	6950636.83	2408451.38
11	1+67.10	43.3 LT	583.19	6950624.32	2408439.89
12	2+06.61	42.7 LT	584.02	6950597.60	2408410.78
13	2+23.81	11.5 LT	576.71	6950608.53	2408376.81
14	2+41.73	7.5 LT	576.63	6950595.40	2408362.83
15	2+41.73	31.2 LT	583.64	6950578.93	2408375.34
16	2+41.73	32.0 LT	584.41	6950571.96	2408381.60

DESIGN POINTS					
NO.	STA	OFFSET	ELEVATION	NORTHING	EASTING
17	23.20	11.6 LT	577.26	6950584.89	2408339.83
18	2+71.25	32.0 LT	583.82	6950562.22	2408334.15
19	2+73.46	51.4 LT	585.01	6950542.57	2408333.52
20	3+09.51	32.0 LT	583.83	6950555.40	2408299.25
21	3+52.85	36.7 LT	583.85	6950538.46	2408264.53
22	3+88.88	66.5 LT	585.14	6950496.40	2408244.14
23	3+82.56	6.3 LT	575.74	6950554.06	2408225.70
24	3+42.69	7.7 LT	575.66	6950568.97	2408262.28
25	3+25.50	7.0 LT	575.31	6950575.13	2408277.87

JHLSCHER  
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**LEGEND**

- B. BOLLARD
- EM POWER METER
- PP POWER POLE
- LS LIGHT STANDARD
- WM WATER METER
- WV WATER VALVE
- ICV IRRIGATION CONTROL VALVE
- FH FIRE HYDRANT
- CO CLEANOUT
- MH EXISTING MANHOLE
- MH PROPOSED MANHOLE
- TSC TRAFFIC SIGNAL CONTROL
- TSP TRAFFIC SIGNAL POLE
- TELE TELEPHONE BOX
- FL FLOOD LIGHT
- FP FLAG POLE
- SI TRAFFIC SIGN
- IRS 1/2-INCH IRON ROD W/PACHECO KOCH® CAP SET
- (C.M.) CONTROLLING MONUMENT
- PROPERTY LINE
- FENCE
- OHL OVERHEAD UTILITY LINE
- E UNDERGROUND ELECTRIC LINE
- T UNDERGROUND TELEPHONE LINE
- C UNDERGROUND CABLE LINE
- 6"W UNDERGROUND WATER LINE
- 6"SS UNDERGROUND SANITARY SEWER LINE

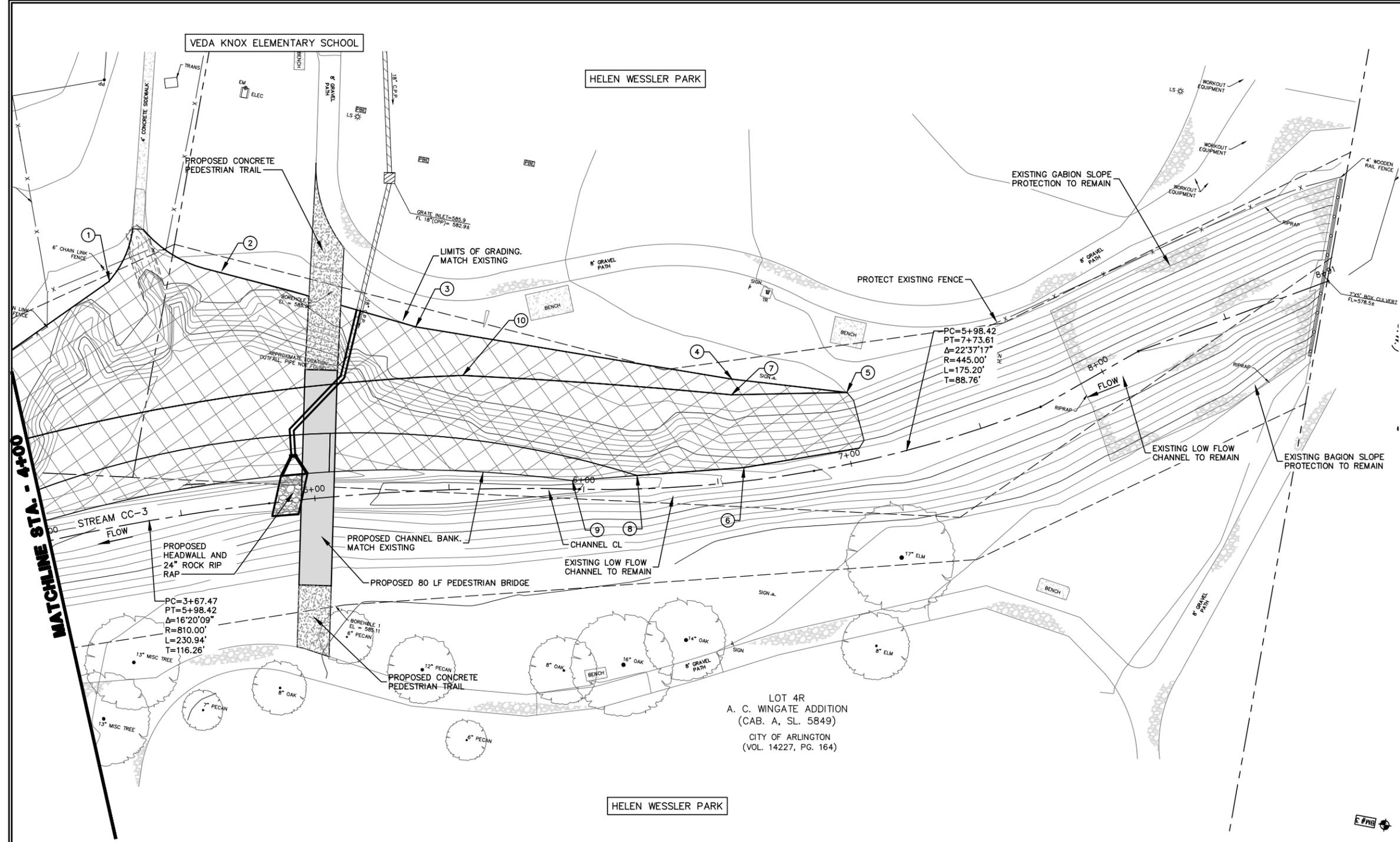
- PROPOSED TURF REINFORCEMENT MAT
- PROPOSED 24" ROCK RIP RAP
- PROPOSED CONCRETE TRAIL

**NOTE:**  
NO GRADING SHALL BE DONE WITHIN THE ORDINARY HIGH WATER MARK



*Scott Berman*

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LOT 4R  
A. C. WINGATE ADDITION  
(CAB. A, SL. 5849)  
CITY OF ARLINGTON  
(VOL. 14227, PG. 164)

**DESIGN POINTS**

NO.	STA	OFFSET	ELEVATION	NORTHING	EASTING
1	4+44.46	90.1 LT	585.53	6950454.14	2408202.60
2	4+76.14	87.7 LT	585.84	6950442.85	2408162.27
3	5+40.33	60.9 LT	586.01	6950450.19	2408087.61
4	6+59.72	38.1 LT	586.49	6950447.95	2407968.46
5	7+04.17	26.1 LT	587.00	6950445.11	2407925.63
6	6+60.27	5.0 LT	578.46	6950479.46	2407958.16
7	6+58.75	32.4 LT	585.04	6950453.70	2407967.62
8	6+19.94	5.0 LT	576.29	6950489.52	2407996.73
9	5+95.67	3.2 LT	575.98	6950495.70	2408020.06
10	5+56.13	42.2 LT	585.27	6950464.73	2408067.16

NO.	DATE	REVISION

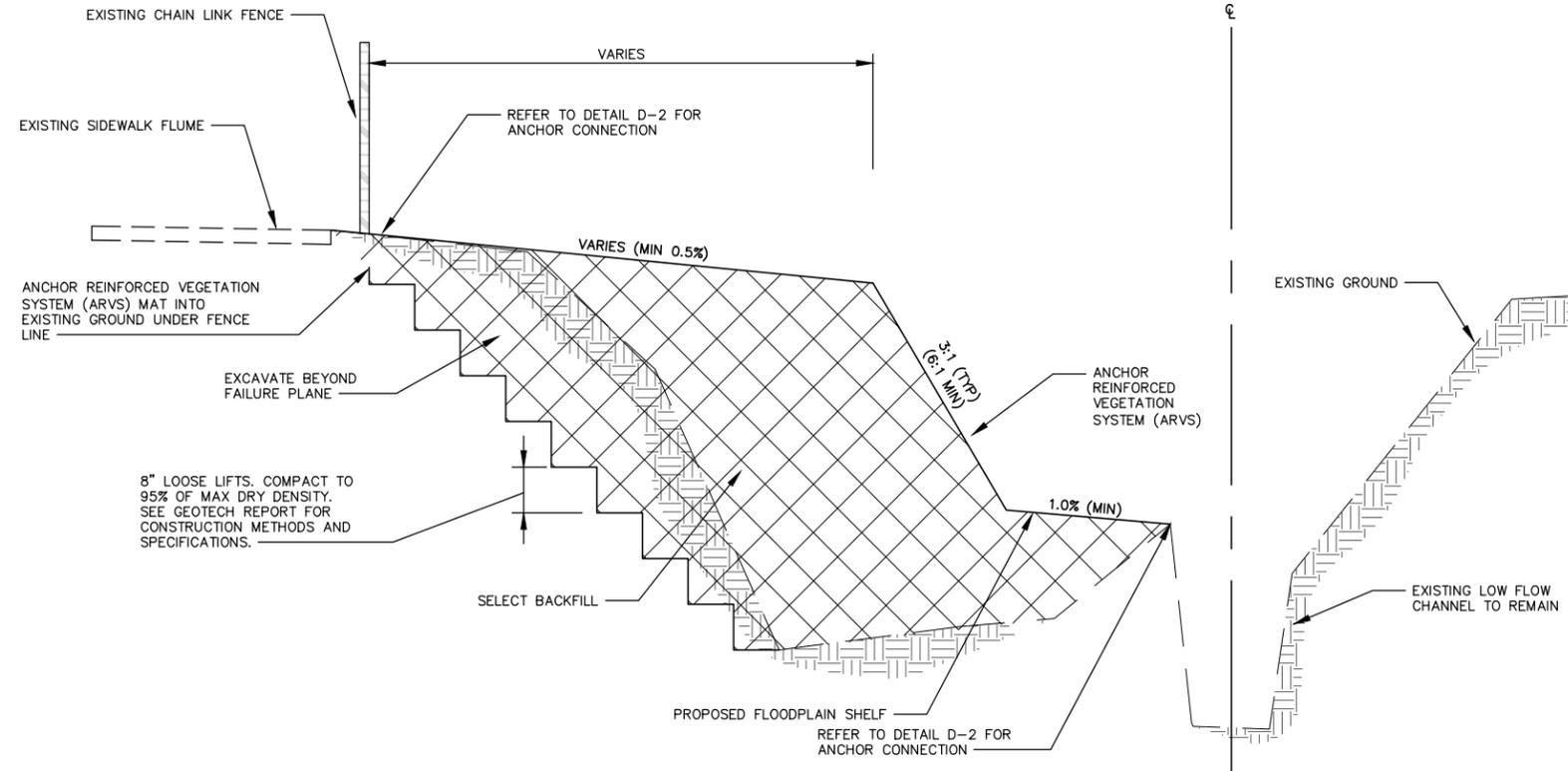
**Pacheco Koch** 6100 WESTERN PLACE, SUITE 1001  
FORT WORTH, TX 76107 817.412.7155  
TX REG. ENGINEERING FIRM F-469  
TX REG. SURVEYING FIRM LS-10008001

**CITY OF ARLINGTON, TEXAS**  
HELEN WESSLER, DRAINAGE & CREEK STABILIZATION  
JOB NO. PWPL15001

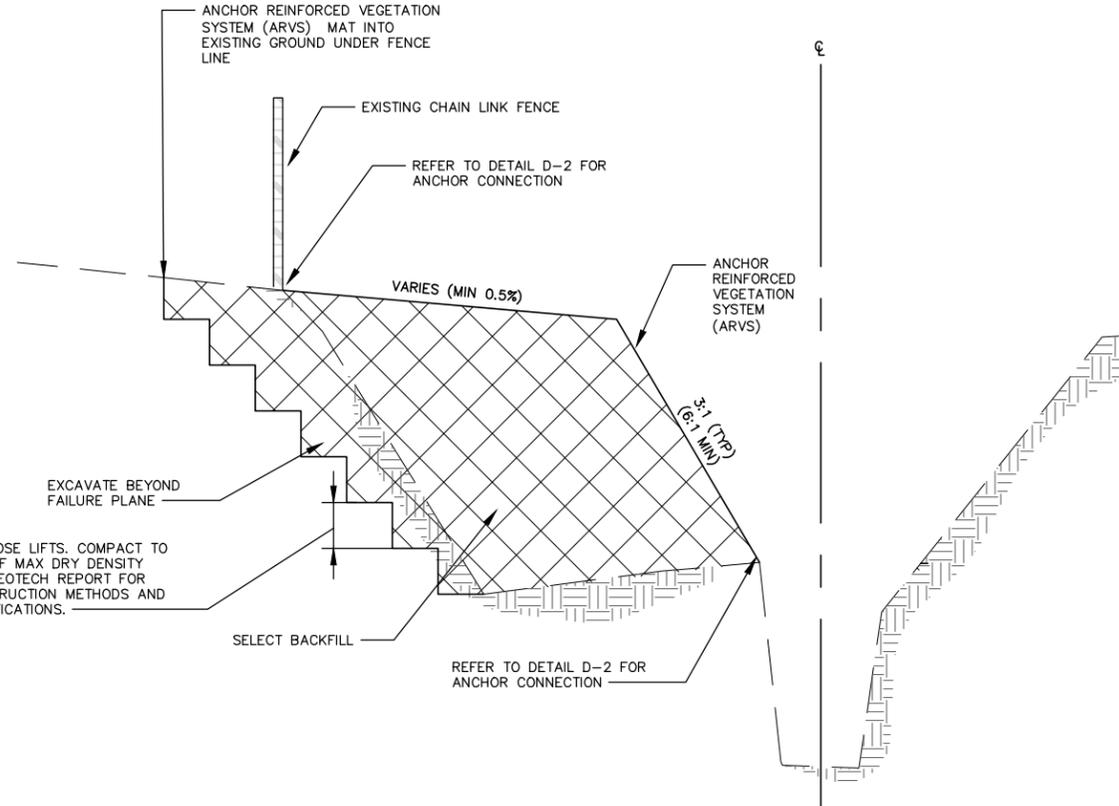
**CHANNEL POINT PLAN**

DESIGN	DRAWN	CHECKED	DATE	SCALE	PK JOB NO.	SHEET NO.
SFB/JLH	JLH	SFB/JLH	MAR 2016	1"=20'H 1"=2'V	3686-15.332	C-4

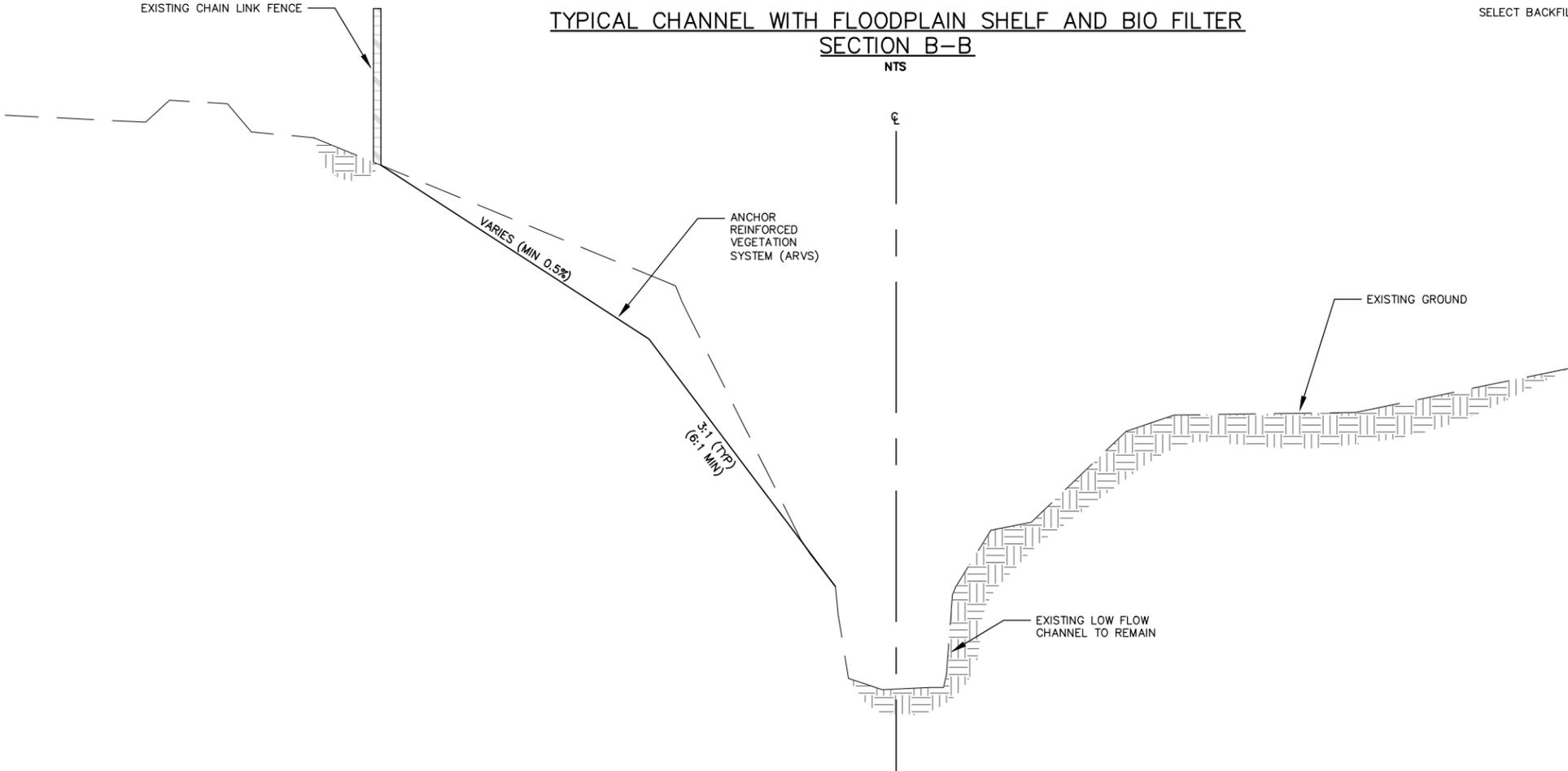
JHLSCHER 8-45AM  
 07/07/2016  
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TYPICAL CHANNEL WITH FLOODPLAIN SHELF AND BIO FILTER  
SECTION B-B  
NTS



TYPICAL CHANNEL  
SECTION C-C  
NTS



TYPICAL CHANNEL  
SECTION A-A  
NTS



*Scott Berman*

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TX REG. ENGINEERING FIRM F-469  
TX REG. SURVEYING FIRM LS-10008001

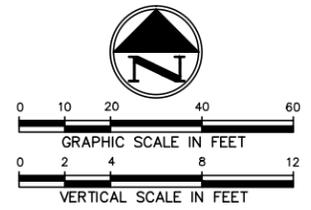
**CITY OF ARLINGTON, TEXAS**

HELEN WESSLER, DRAINAGE & CREEK STABILIZATION  
JOB NO. PWPL15001

CHANNEL RECONSTRUCTION  
TYPICAL SECTION

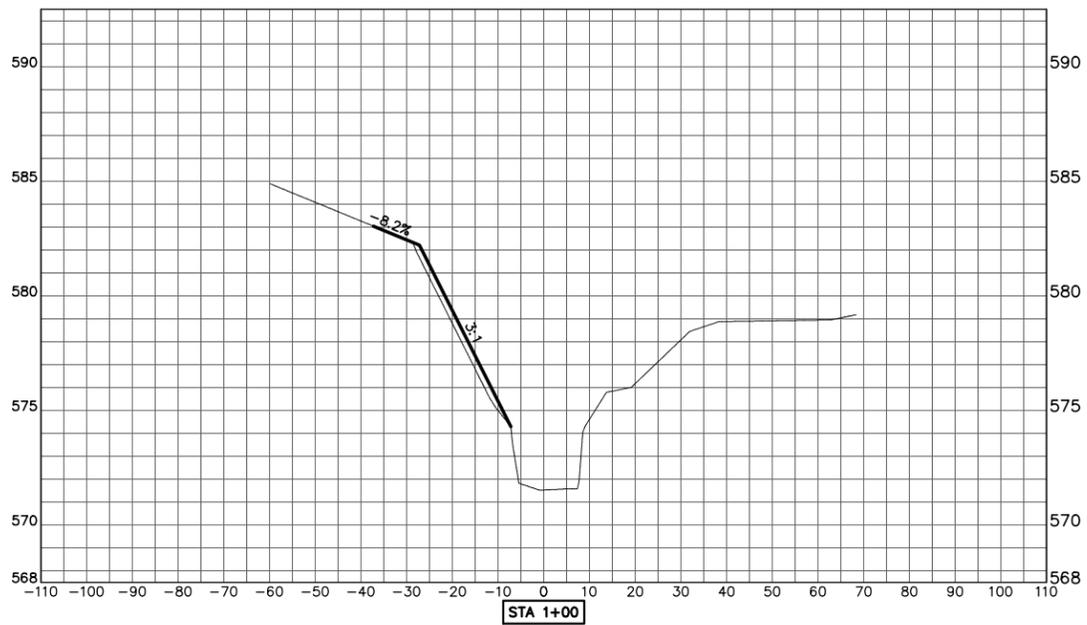
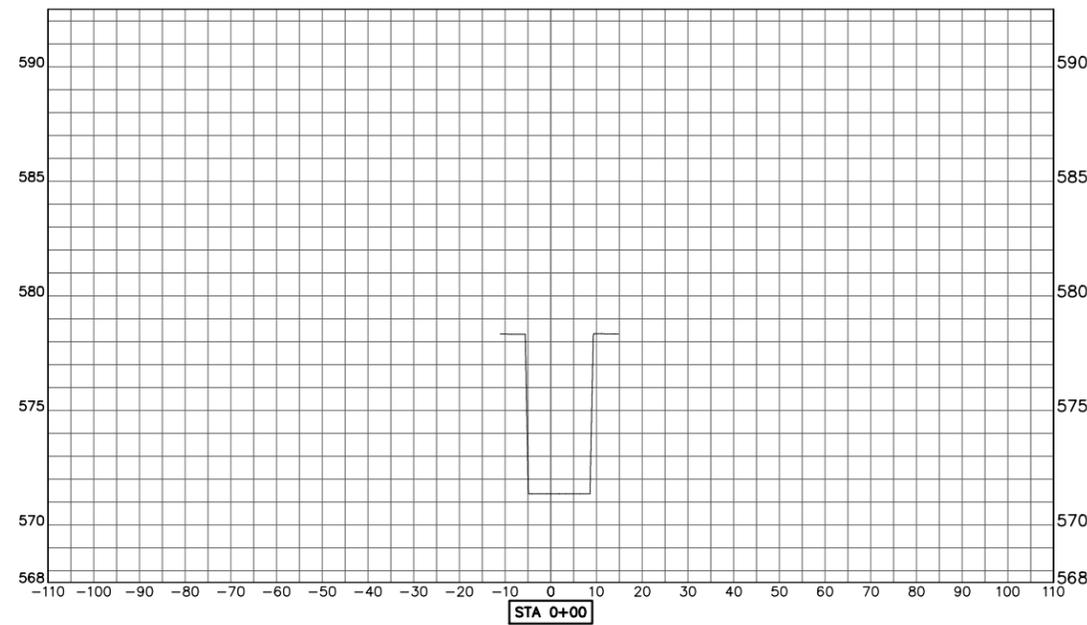
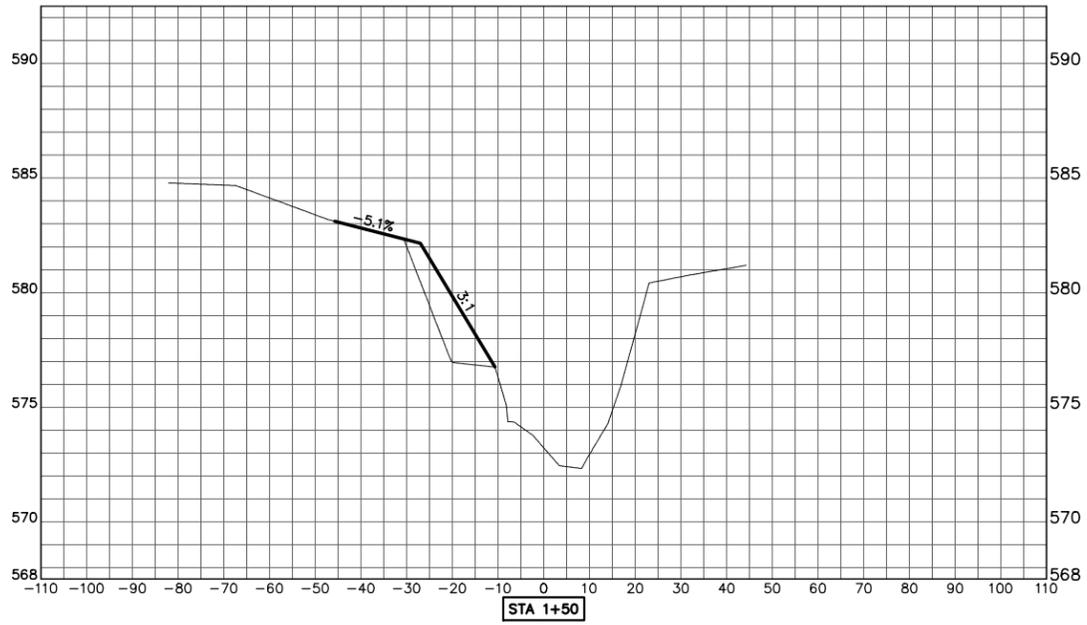
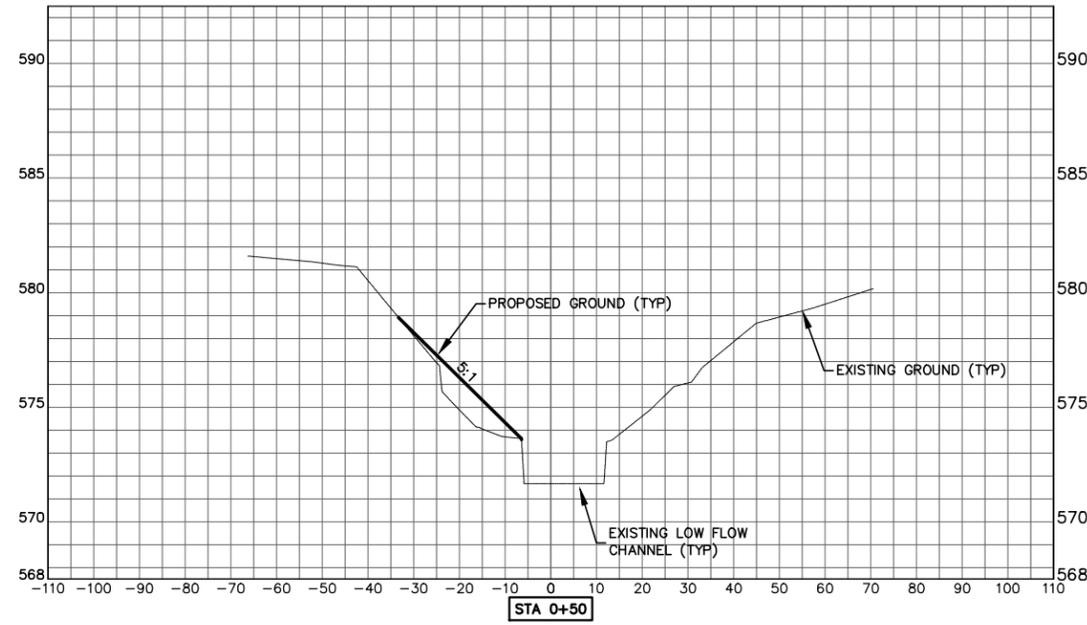
DESIGN	DRAWN	CHECKED	DATE	SCALE	PK JOB NO.	SHEET NO.
SFB/JLH	JLH	SFB/JLH	MAR 2016	NTS	3686-15.332	C-5

JHLSCHER 8:45AM  
 07/07/2016  
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**LEGEND**

- B. BOLLARD
- EM ⊙ ELECTRIC METER
- PP ⊙ POWER POLE
- LS ⊙ LIGHT STANDARD
- WM ⊙ WATER METER
- WV ⊙ WATER VALVE
- ICV ⊙ IRRIGATION CONTROL VALVE
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- TELE ⊙ TELEPHONE BOX
- FL ⊙ FLOOD LIGHT
- FP ⊙ FLAG POLE
- SIG ⊙ TRAFFIC SIGN
- IRS ⊙ 1/2-INCH IRON ROD
- W/PACHECO KOCH" CAP SET
- (C.M.) CONTROLLING MONUMENT
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- 6"W UNDERGROUND WATER LINE
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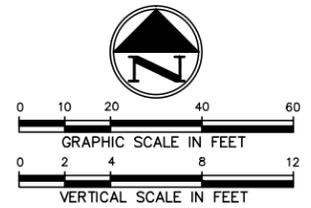

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TX REG. ENGINEERING FIRM F-469  
TX REG. SURVEYING FIRM LS-10008001

**CITY OF ARLINGTON, TEXAS**  
HELEN WESSLER, DRAINAGE & CREEK STABILIZATION  
JOB NO. PWPL15001

**CHANNEL CROSS SECTIONS**

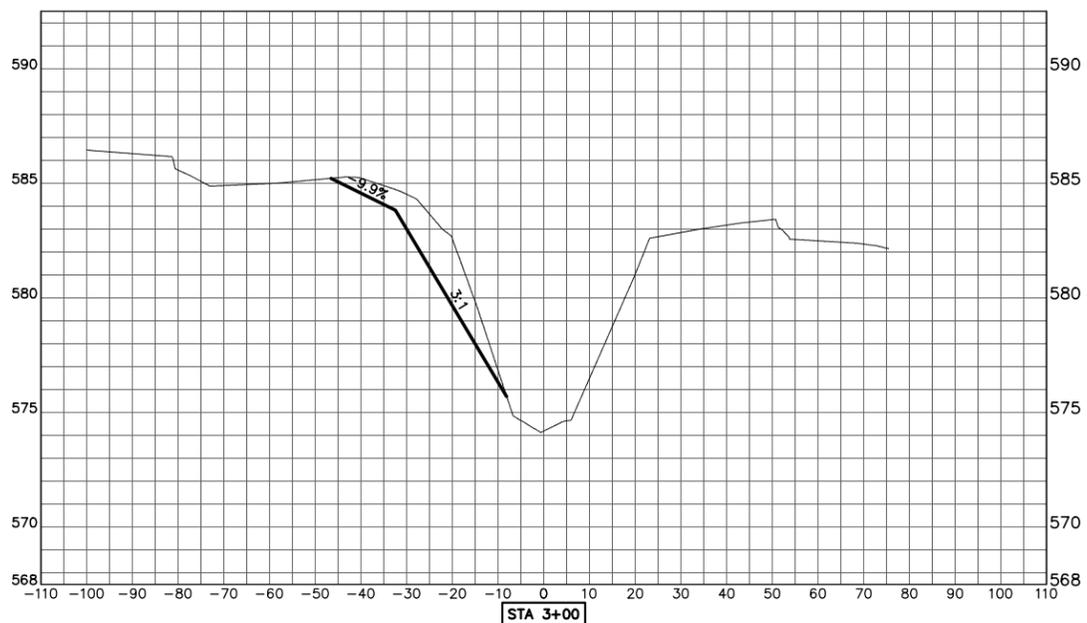
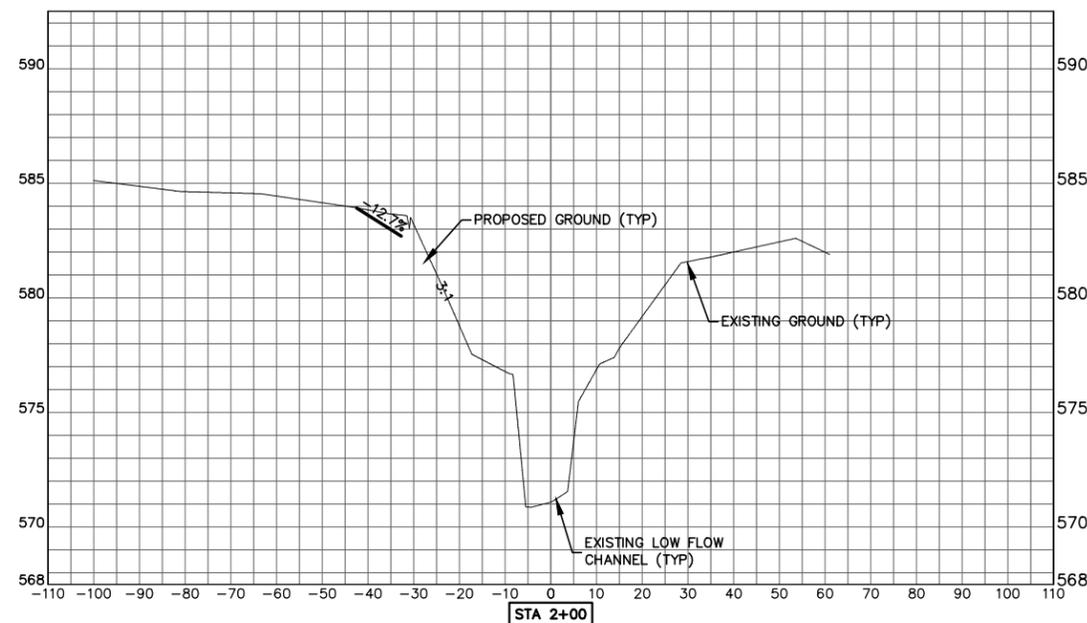
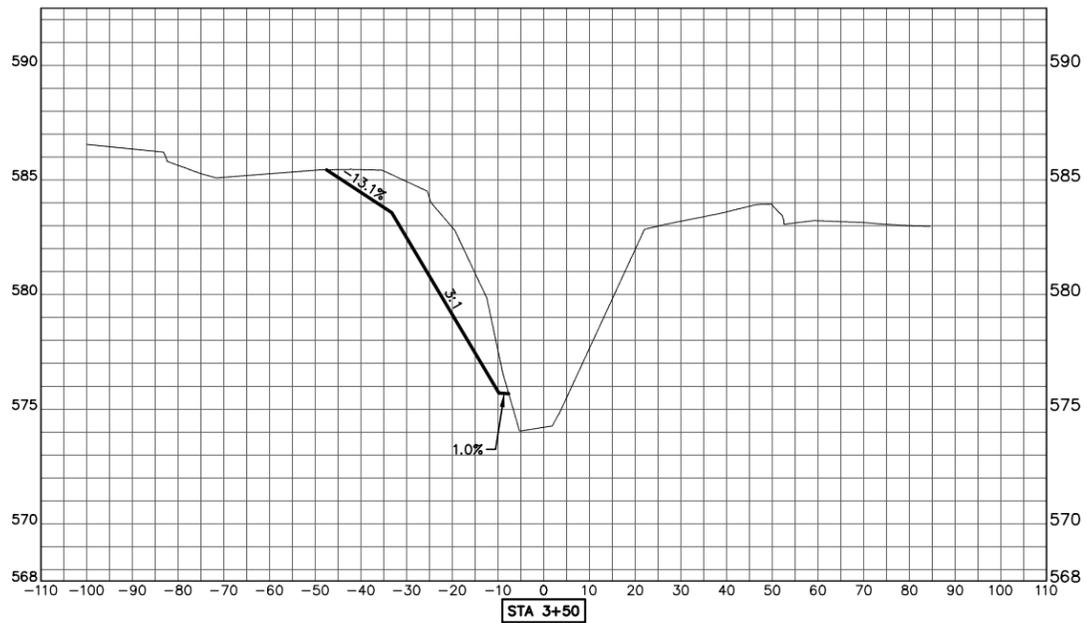
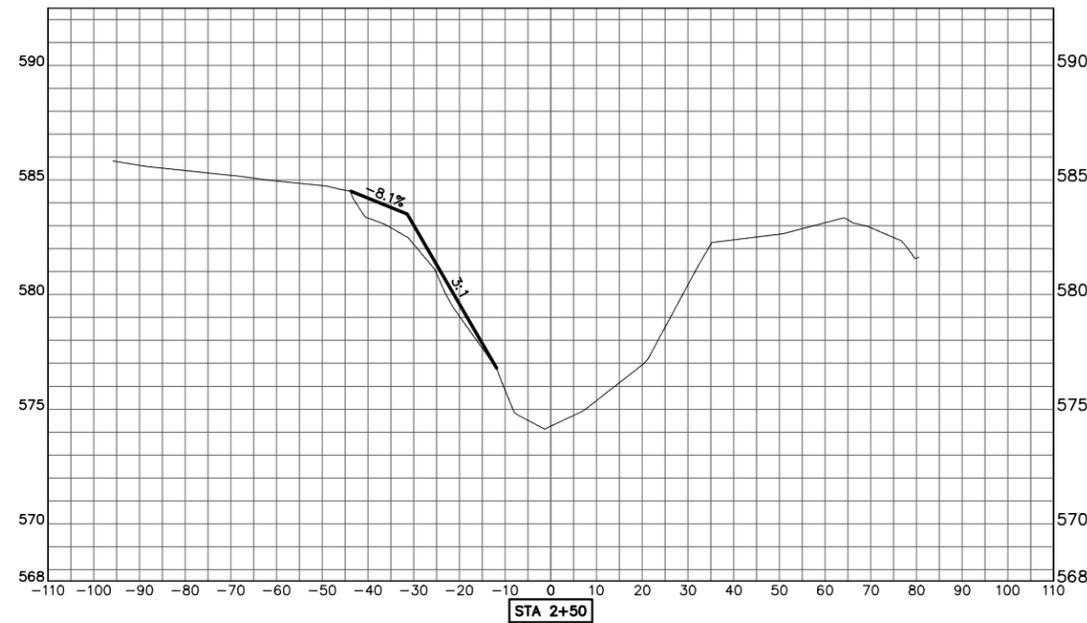
STA 0+00 - STA 1+50						
DESIGN	DRAWN	CHECKED	DATE	SCALE	PK JOB NO.	SHEET NO.
SFB/JLH	JLH	SFB/JLH	MAR 2016	1"=20'H 1"=2'V	3686-15.332	XS-1

JHLSCHER 8:56AM 07/07/2016  
 S:\PWP\3686-15.332\UNGS\DWG\_CSD\_2015\3686-15.332\SEC.DWG



**LEGEND**

- B. BOLLARD
- EM ⊙ ELECTRIC METER
- PP ⊙ POWER POLE
- LS ⊙ LIGHT STANDARD
- WM ⊙ WATER METER
- WV ⊙ WATER VALVE
- ICV ⊙ IRRIGATION CONTROL VALVE
- FH ⊙ FIRE HYDRANT
- CO ⊙ CLEANOUT
- MH ⊙ EXISTING MANHOLE
- MH ⊙ PROPOSED MANHOLE
- TSC ⊙ TRAFFIC SIGNAL CONTROL
- TSP ⊙ TRAFFIC SIGNAL POLE
- TELE ⊙ TELEPHONE BOX
- FL ⊙ FLOOD LIGHT
- FP ⊙ FLAG POLE
- SIG ⊙ TRAFFIC SIGN
- IRS 1/2-INCH IRON ROD  
W/"PACHECO KOCH" CAP SET
- (C.M.) CONTROLLING MONUMENT
- PROPERTY LINE
- x FENCE
- OHL OVERHEAD UTILITY LINE
- E UNDERGROUND ELECTRIC LINE
- T UNDERGROUND TELEPHONE LINE
- C UNDERGROUND CABLE LINE
- 6"W UNDERGROUND WATER LINE
- 6"SS UNDERGROUND SANITARY SEWER LINE



*Scott Berman*

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FORT WORTH, TX 76107 817.412.7155  
TX REG. ENGINEERING FIRM F-469  
TX REG. SURVEYING FIRM LS-10008001

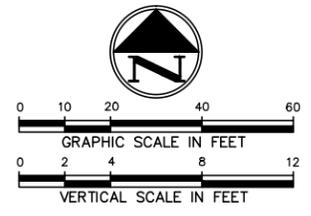
**CITY OF ARLINGTON, TEXAS**  
HELEN WESSLER, DRAINAGE & CREEK STABILIZATION  
JOB NO. PWPL15001

**CHANNEL CROSS SECTIONS**

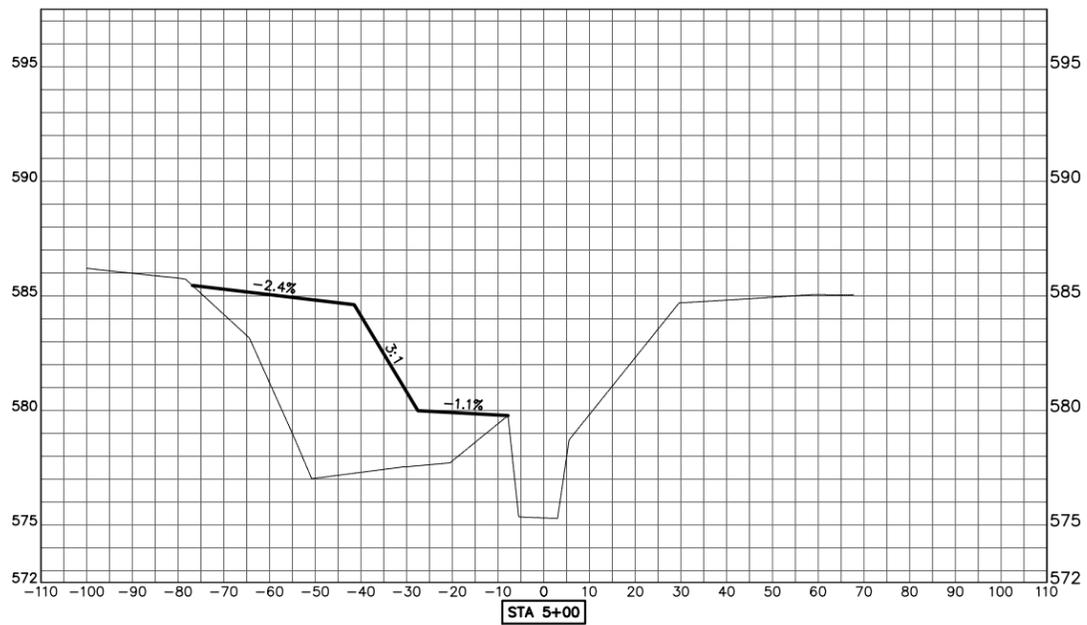
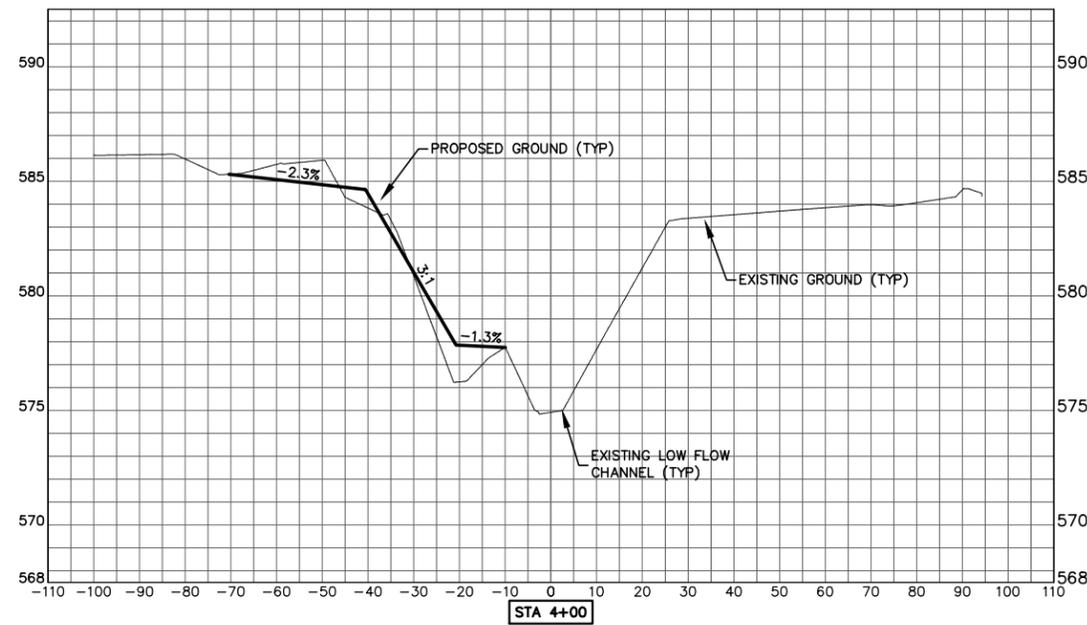
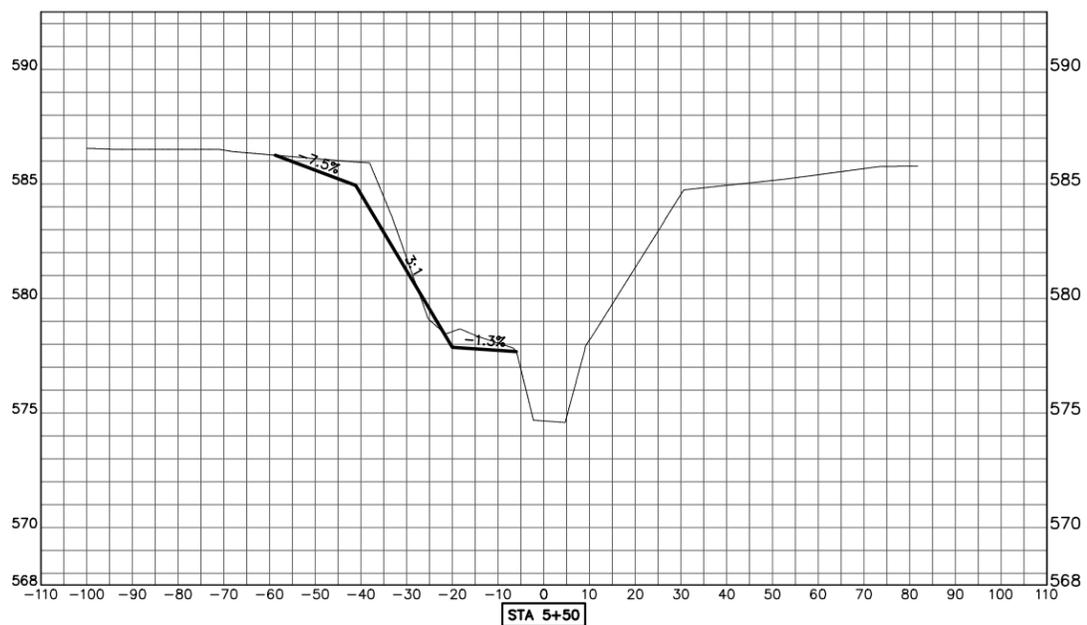
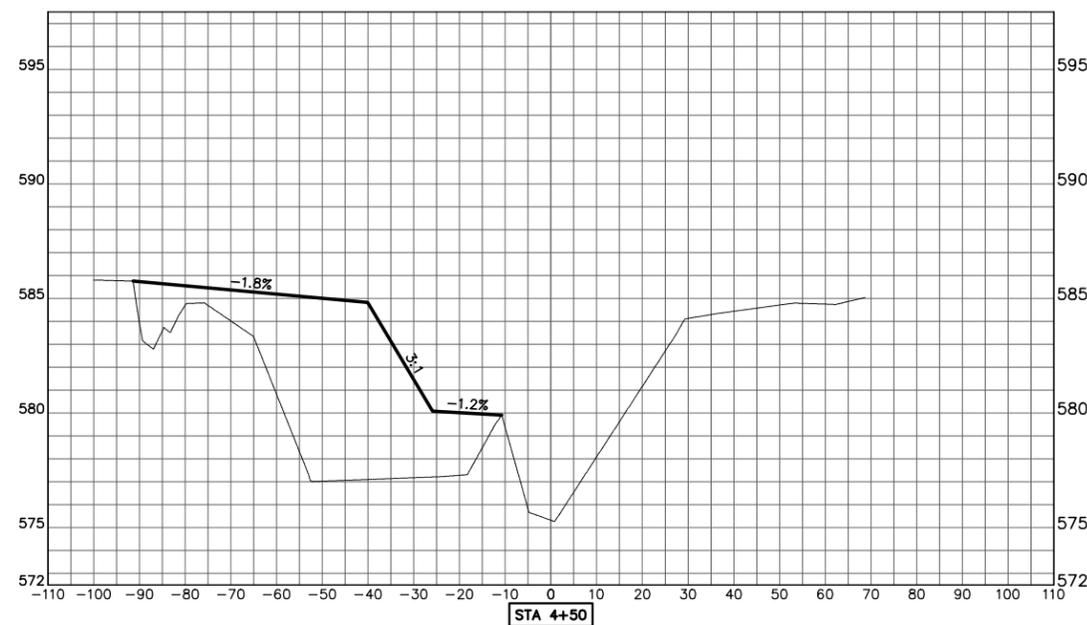
STA 2+00 - STA 3+50

DESIGN	DRAWN	CHECKED	DATE	SCALE	PK JOB NO.	SHEET NO.
SFB/JLH	JLH	SFB/JLH	MAR 2016	1"=20'H 1"=2'V	3686-15.332	XS-2

JHLSCHER 5:56AM 07/07/2016  
 S:\PWP\3686-15.332\UNGS\DWG\_CSD\_2015\3686-15.332\SEC.DWG



- LEGEND**
- B. BOLLARD
  - EM ⊕ ELECTRIC METER
  - PP ⊕ POWER POLE
  - LS ⊙ LIGHT STANDARD
  - WM ⊕ WATER METER
  - WV ⊕ WATER VALVE
  - ICV ⊕ IRRIGATION CONTROL VALVE
  - FH ⊕ FIRE HYDRANT
  - CO ⊕ CLEANOUT
  - MH ⊙ EXISTING MANHOLE
  - MH ⊙ PROPOSED MANHOLE
  - TSC ⊕ TRAFFIC SIGNAL CONTROL
  - TSP ⊕ TRAFFIC SIGNAL POLE
  - TELE ⊕ TELEPHONE BOX
  - FL ⊕ FLOOD LIGHT
  - FP ⊕ FLAG POLE
  - SIG ⊕ TRAFFIC SIGN
  - IRS ⊕ 1/2-INCH IRON ROD
  - (C.M.) ⊕ W/"PACHECO KOCH" CAP SET
  - PROPERTY LINE
  - x FENCE
  - OHL OVERHEAD UTILITY LINE
  - E UNDERGROUND ELECTRIC LINE
  - T UNDERGROUND TELEPHONE LINE
  - C UNDERGROUND CABLE LINE
  - 6"W UNDERGROUND WATER LINE
  - 6"SS UNDERGROUND SANITARY SEWER LINE



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 TX REG. SURVEYING FIRM LS-10008001

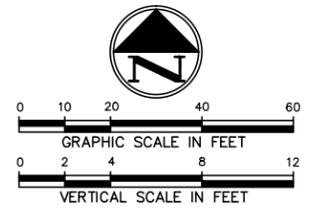
**CITY OF ARLINGTON, TEXAS**  
 HELEN WESSLER, DRAINAGE & CREEK STABILIZATION  
 JOB NO. PWPL15001

**CHANNEL CROSS SECTIONS**

STA 4+00 - STA 5+50

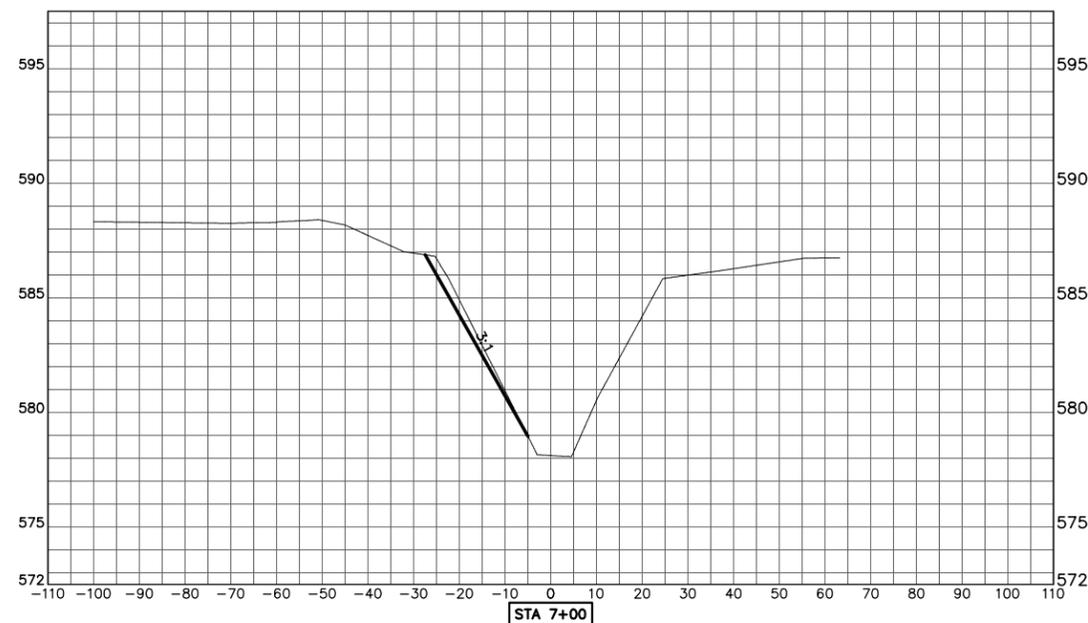
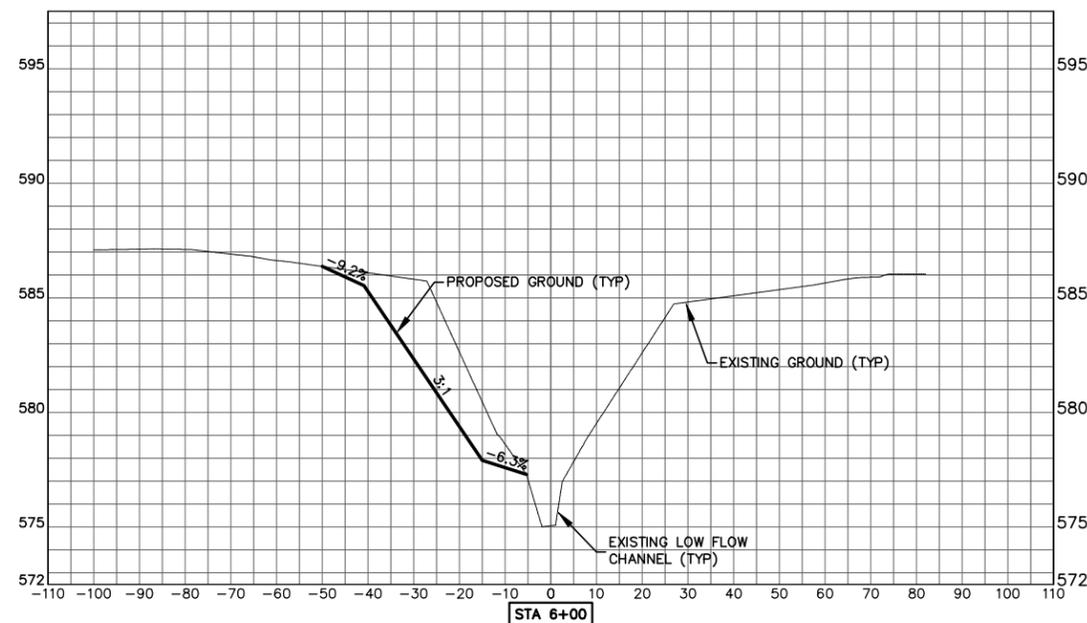
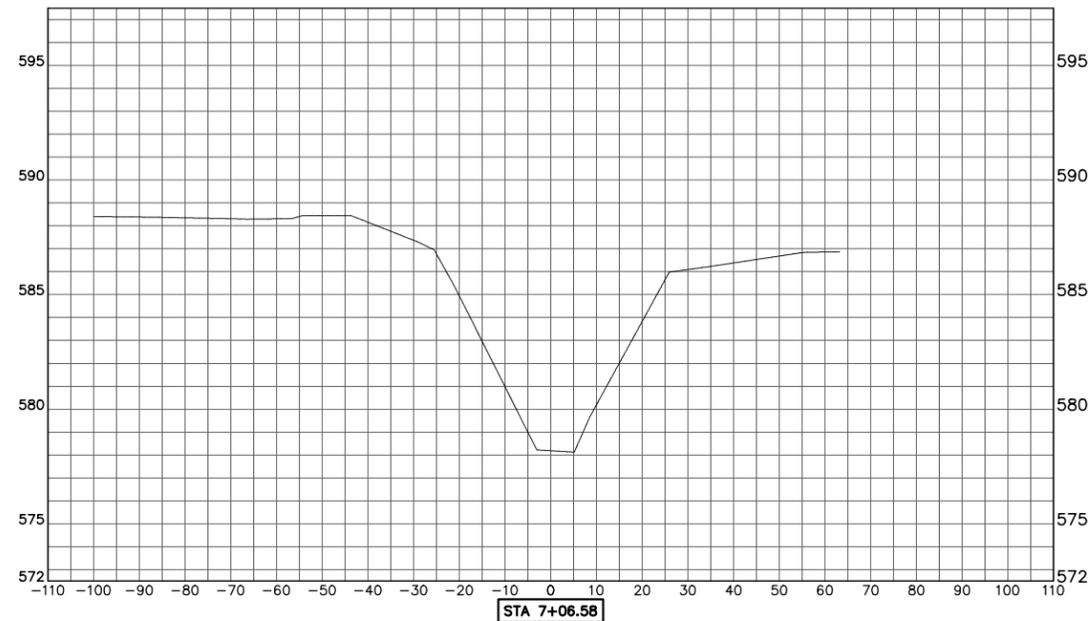
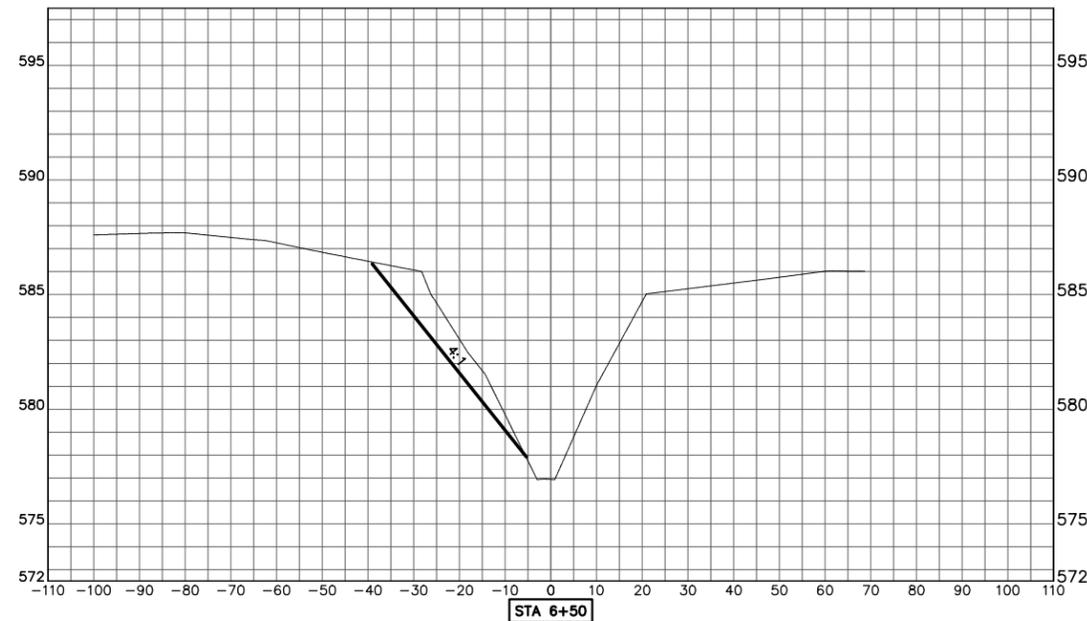
DESIGN	DRAWN	CHECKED	DATE	SCALE	PK JOB NO.	SHEET NO.
SFB/JLH	JLH	SFB/JLH	MAR 2016	1"=20'H 1"=2'V	3686-15.332	XS-3

JHLSCHER 8:56AM 07/07/2016  
 S:\PWP\3686-15.332\UNGS\DWG\_CSD\_2015\3686-15.332\SEC.DWG



**LEGEND**

- B. BOLLARD
- EM ⊙ ELECTRIC METER
- PP ⊙ POWER POLE
- LS ⊙ LIGHT STANDARD
- WM ⊙ WATER METER
- WV ⊙ WATER VALVE
- ICV ⊙ IRRIGATION CONTROL VALVE
- FH ⊙ FIRE HYDRANT
- CO ⊙ CLEANOUT
- MH ⊙ EXISTING MANHOLE
- MH ⊙ PROPOSED MANHOLE
- TSC ⊙ TRAFFIC SIGNAL CONTROL
- TSP ⊙ TRAFFIC SIGNAL POLE
- TELE ⊙ TELEPHONE BOX
- FL ⊙ FLOOD LIGHT
- FP ⊙ FLAG POLE
- SIG ⊙ TRAFFIC SIGN
- IRS ⊙ 1/2-INCH IRON ROD  
W/"PACHECO KOCH" CAP SET
- (C.M.) CONTROLLING MONUMENT
- PROPERTY LINE
- x FENCE
- OHL OVERHEAD UTILITY LINE
- E UNDERGROUND ELECTRIC LINE
- T UNDERGROUND TELEPHONE LINE
- C UNDERGROUND CABLE LINE
- 6"W UNDERGROUND WATER LINE
- 6"SS UNDERGROUND SANITARY SEWER LINE



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TX REG. ENGINEERING FIRM F-469  
TX REG. SURVEYING FIRM LS-10008001

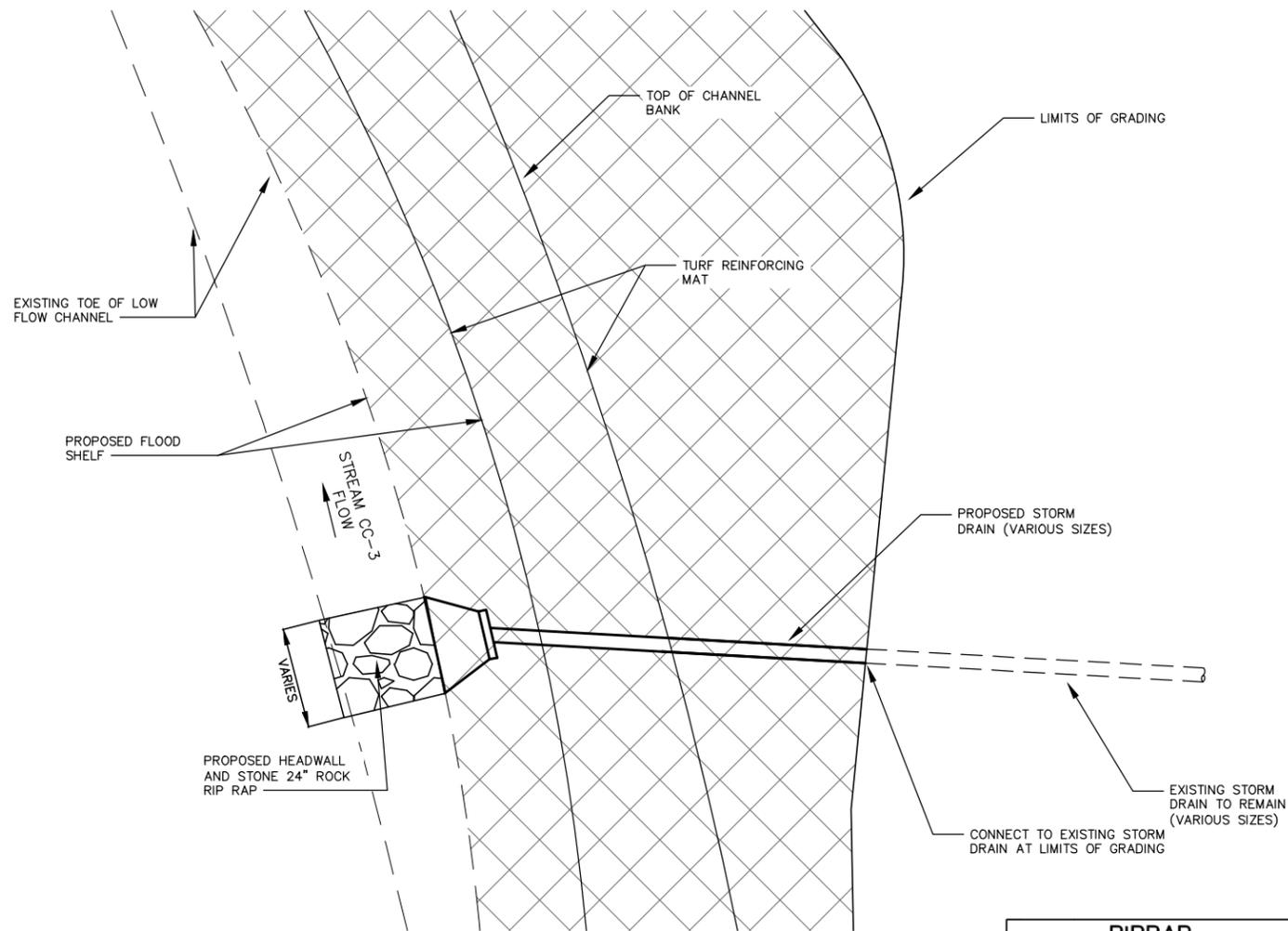
**CITY OF ARLINGTON, TEXAS**  
HELEN WESSLER, DRAINAGE & CREEK STABILIZATION  
JOB NO. PWPL15001

**CHANNEL CROSS SECTIONS**

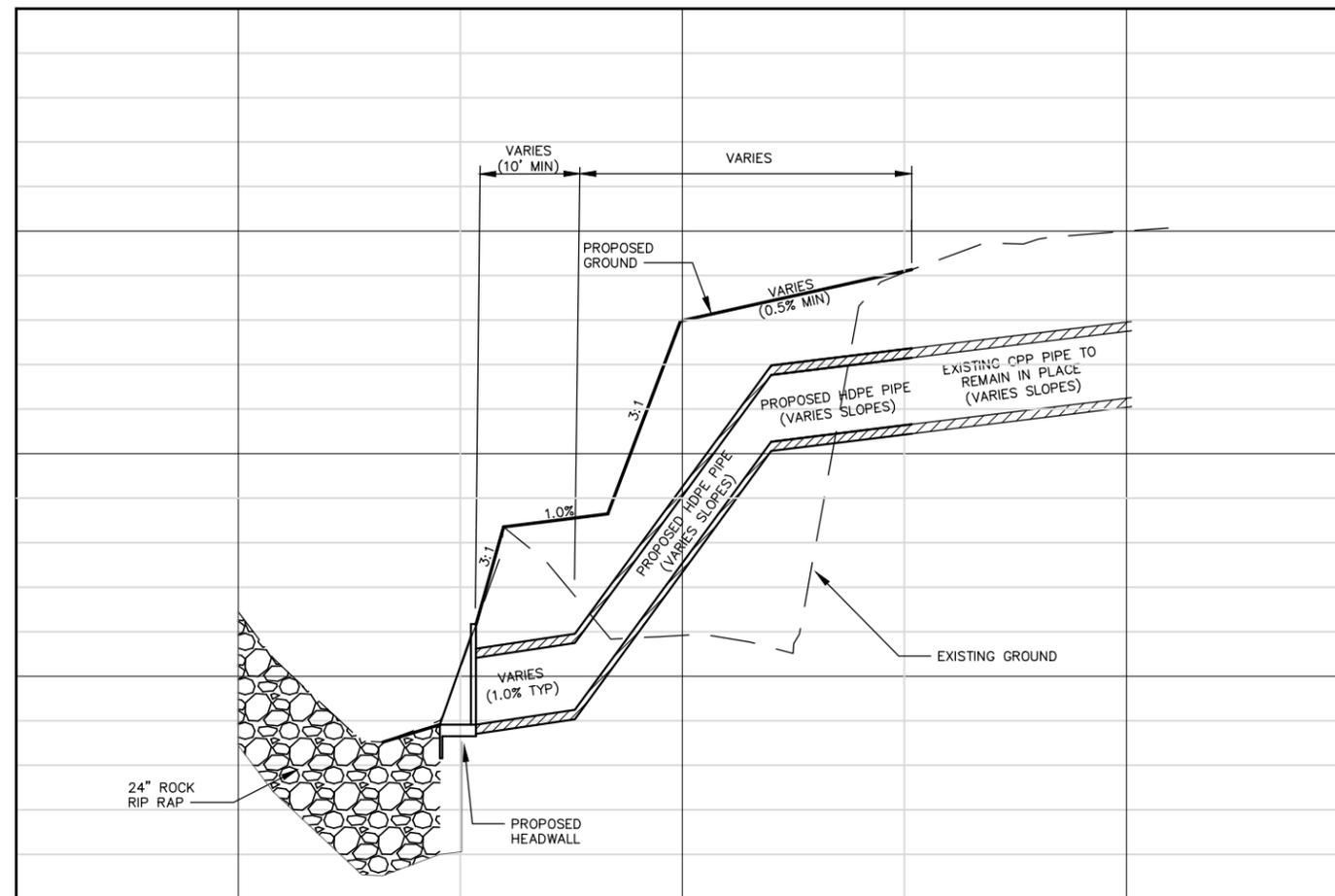
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DESIGN	DRAWN	CHECKED	DATE	SCALE	PK JOB NO.	SHEET NO.
SFB/JLH	JLH	SFB/JLH	MAR 2016	1"=20'H 1"=2'V	3686-15.332	XS-4

JHLSCHER 8:56AM 07/07/2016  
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TYPICAL STORM PLAN  
NTS

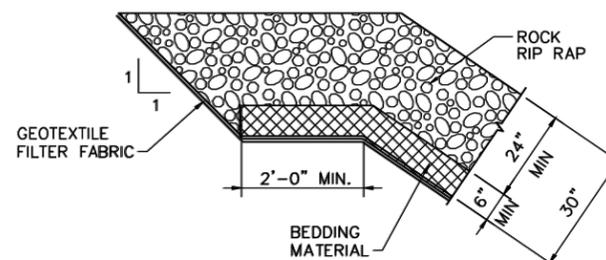


TYPICAL STORM DRAIN OUTFALL PROFILE  
NTS

RIPRAP GRADATIONS		BEDDING GRADATION	
24" THICKNESS OF RIPRAP		6" THICKNESS OF BEDDING	
SIEVE SIZE SQUARE MESH	PERCENT PASSING	SIEVE SIZE SQUARE MESH	PERCENT PASSING
30 INCH	100	3 INCH	100
24 INCH	65-100	1 1/2" INCH	55-100
18 INCH	45-75	3/4" INCH	25-60
12 INCH	25-50	3/8" INCH	5-30
8 INCH	10-30	NO. 4	0-10
6 INCH	0-15		

SAMPLING AND TESTING OF MATERIAL SHALL BE IN COMPLIANCE WITH THE LATEST REVISION OF ASTM STANDARDS C-88, C-127, C-136.

BEDDING MATERIAL AND GEOTEXTILE FILTER FABRIC SHALL BE SUBSIDIARY TO ROCK RIPRAP BID ITEM.



ROCK RIPRAP DETAIL  
NOT TO SCALE  
105



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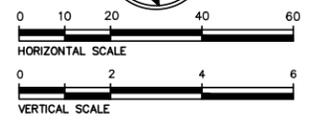
6100 WESTERN PLACE, SUITE 1001  
FORT WORTH, TX 76107 817.412.7155  
TX REG. ENGINEERING FIRM F-469  
TX REG. SURVEYING FIRM LS-10008001

**Pacheco Koch**

**CITY OF ARLINGTON, TEXAS**  
HELEN WESSLER, DRAINAGE & CREEK STABILIZATION  
JOB NO. PWPL15001

STORM TYPICAL SECTION

DESIGN	DRAWN	CHECKED	DATE	SCALE	PK JOB NO.	SHEET NO.
SFB/JLH	JLH	SFB/JLH	MAR 2016	NTS	3686-15.332	ST-1



LEGEND

- B. BOLLARD
- EM POWER METER
- PP POWER POLE
- LS LIGHT STANDARD
- WM WATER METER
- WV WATER VALVE
- ICV IRRIGATION CONTROL VALVE
- FH FIRE HYDRANT
- CO CLEANOUT
- MH EXISTING MANHOLE
- MH PROPOSED MANHOLE
- TSC TRAFFIC SIGNAL CONTROL
- TSP TRAFFIC SIGNAL POLE
- TELE TELEPHONE BOX
- FL FLOOD LIGHT
- FP FLAG POLE
- TR TRAFFIC SIGN
- IRS 1/2-INCH IRON ROD W/"PACHECO KOCH" CAP SET
- (C.M.) CONTROLLING MONUMENT
- PROPERTY LINE
- FENCE
- OHL OVERHEAD UTILITY LINE
- E UNDERGROUND ELECTRIC LINE
- T UNDERGROUND TELEPHONE LINE
- C UNDERGROUND CABLE LINE
- 6"W UNDERGROUND WATER LINE
- 6"SS UNDERGROUND SANITARY SEWER LINE

- PROPOSED TURF REINFORCEMENT MAT
- PROPOSED 24" ROCK RIP RAP
- PROPOSED CONCRETE TRAIL

NOTE:  
NO GRADING SHALL BE DONE WITHIN THE ORDINARY HIGH WATER MARK



*Scott Berman*

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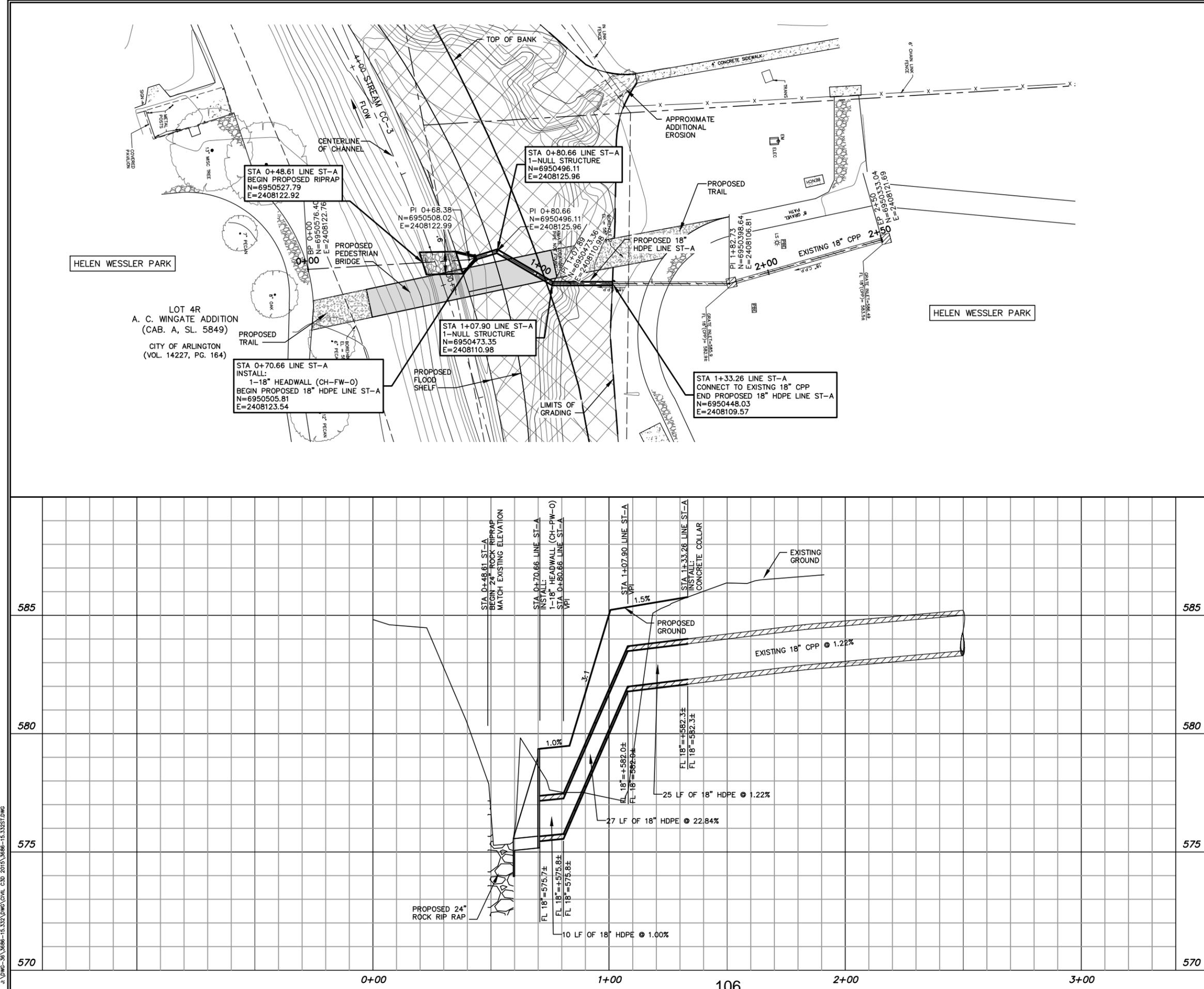
NO.	DATE	REVISION

**Pacheco Koch** 6100 WESTERN PLACE, SUITE 1001  
 FORT WORTH, TX 76107 817.412.7155  
 TX REG. ENGINEERING FIRM F-469  
 TX REG. SURVEYING FIRM LS-10008001

**CITY OF ARLINGTON, TEXAS**  
 HELEN WESSLER, DRAINAGE & CREEK STABILIZATION  
 JOB NO. PWPL15001

PROPOSED STORM LINE ST-A

DESIGN	DRAWN	CHECKED	DATE	SCALE	PK JOB NO.	SHEET NO.
SFB/JLH	JLH	SFB/JLH	MAR 2016	1"=20'H 1"=2'V	3686-15.332	ST-2

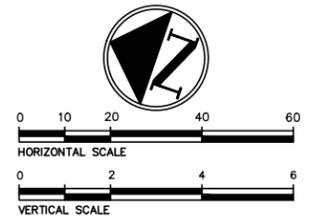
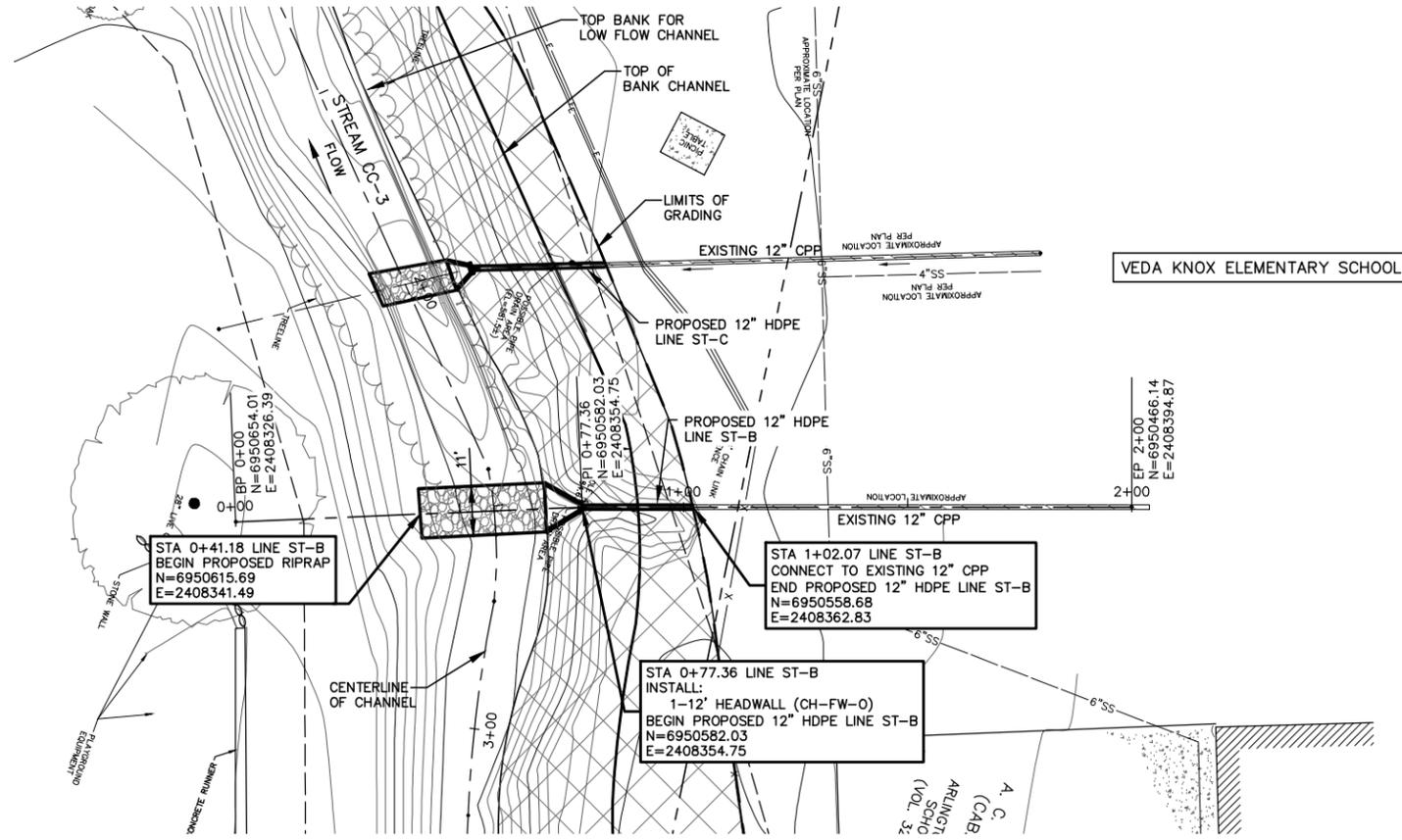


JHLSCHER  
07/07/2016  
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0+00 1+00 106 2+00 3+00

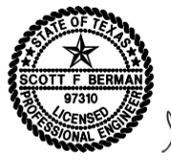
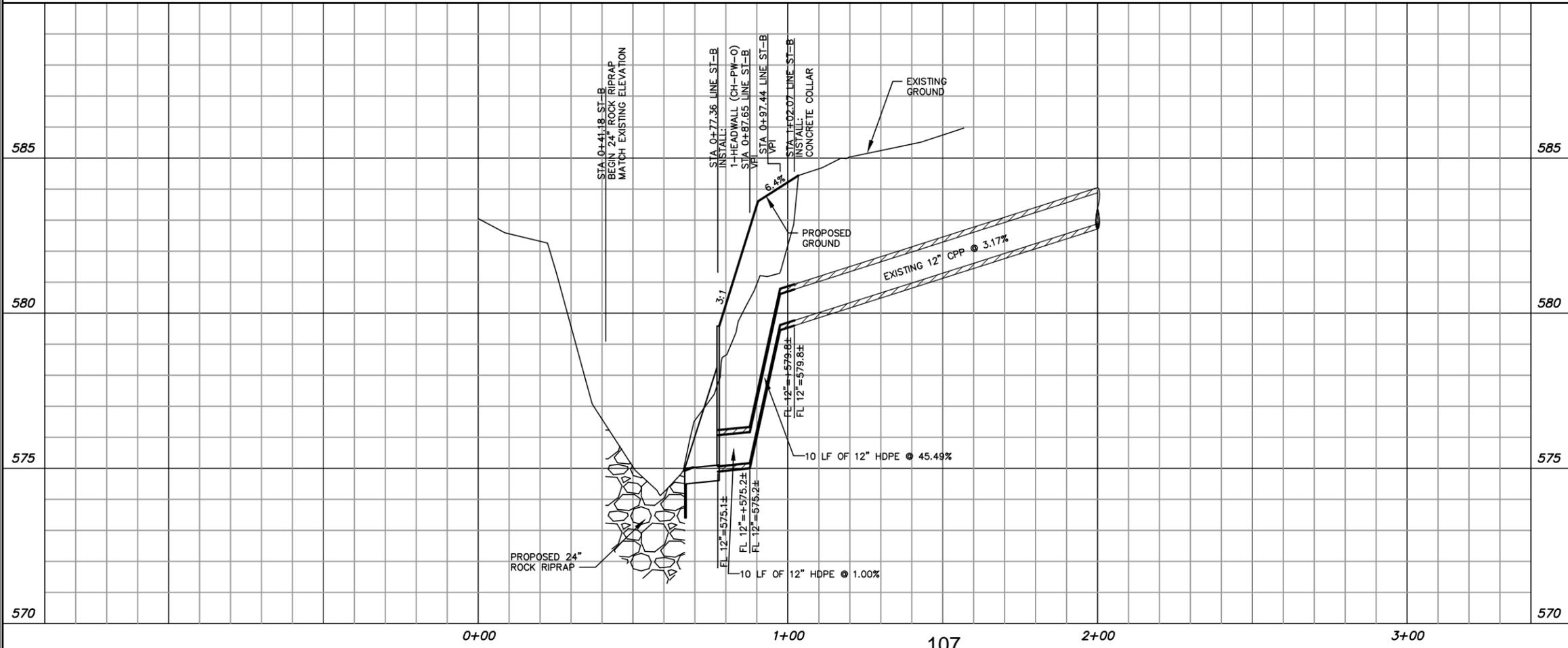
**GREENWAY STREET**  
(50' R.O.W.)

HELEN WESSLER PARK



- LEGEND**
- B. BOLLARD
  - EM. ELECTRIC METER
  - PP. POWER POLE
  - LS. LIGHT STANDARD
  - WM. WATER METER
  - WV. WATER VALVE
  - ICV. IRRIGATION CONTROL VALVE
  - FH. FIRE HYDRANT
  - CO. CLEANOUT
  - MH. EXISTING MANHOLE
  - MH. PROPOSED MANHOLE
  - TSC. TRAFFIC SIGNAL CONTROL
  - TSP. TRAFFIC SIGNAL POLE
  - TELE. TELEPHONE BOX
  - FL. FLOOD LIGHT
  - FP. FLAG POLE
  - TRAFFIC SIGN
  - IRS. 1/2-INCH IRON ROD W/"PACHECO KOCH" CAP SET
  - (C.M.) CONTROLLING MONUMENT
  - PROPERTY LINE
  - FENCE
  - OHL. OVERHEAD UTILITY LINE
  - E. UNDERGROUND ELECTRIC LINE
  - T. UNDERGROUND TELEPHONE LINE
  - C. UNDERGROUND CABLE LINE
  - 6"W. UNDERGROUND WATER LINE
  - 6"SS. UNDERGROUND SANITARY SEWER LINE
  - PROPOSED TURF REINFORCEMENT MAT
  - PROPOSED 24" ROCK RIP RAP
  - PROPOSED CONCRETE TRAIL

**NOTE:**  
NO GRADING SHALL BE DONE WITHIN THE ORDINARY HIGH WATER MARK



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TX REG. ENGINEERING FIRM F-469  
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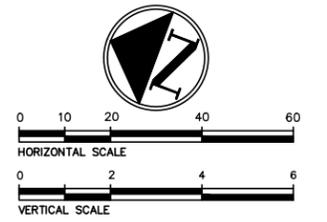
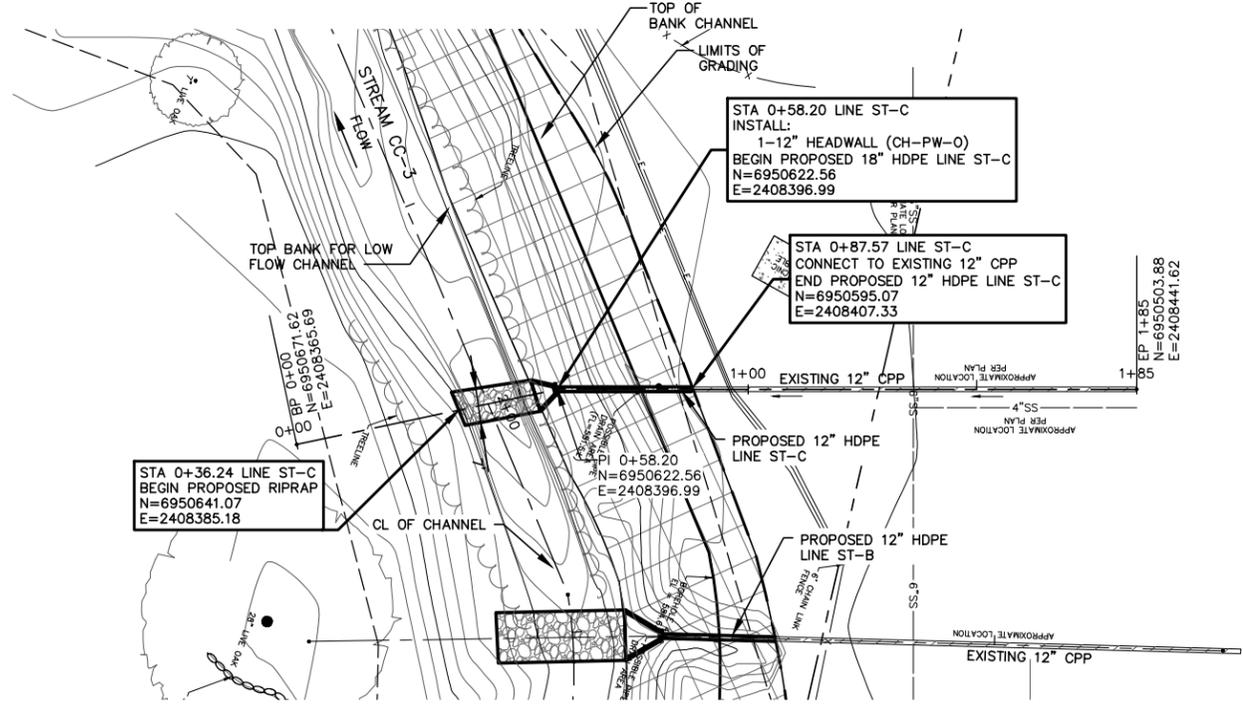
**CITY OF ARLINGTON, TEXAS**  
HELEN WESSLER, DRAINAGE & CREEK STABILIZATION  
JOB NO. PWPL15001

**PROPOSED STORM LINE ST-B**

DESIGN	DRAWN	CHECKED	DATE	SCALE	PK JOB NO.	SHEET NO.
SFB/JLH	JLH	SFB/JLH	MAR 2016	1"=20'H 1"=2'V	3686-15.332	ST-3

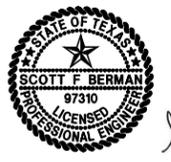
JHLSCHER 8:51 AM  
 07/07/2016 8:51 AM  
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# GREENWAY STREET (50' R.O.W.)



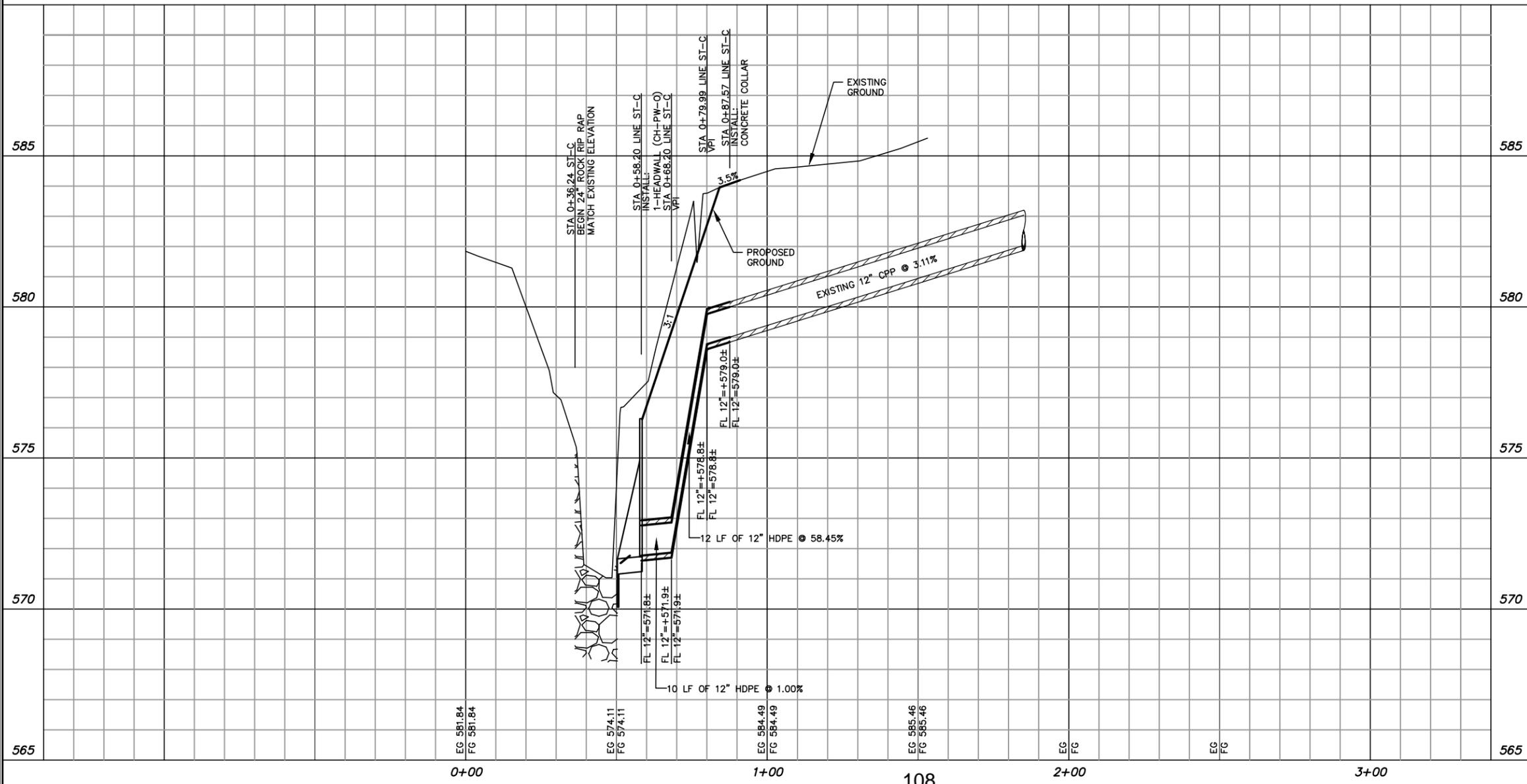
- LEGEND**
- B. BOLLARD
  - EM. ELECTRIC METER
  - PP. POWER POLE
  - LS. LIGHT STANDARD
  - WM. WATER METER
  - WV. WATER VALVE
  - ICV. IRRIGATION CONTROL VALVE
  - FH. FIRE HYDRANT
  - CO. CLEANOUT
  - MH. EXISTING MANHOLE
  - MH. PROPOSED MANHOLE
  - TSC. TRAFFIC SIGNAL CONTROL
  - TSP. TRAFFIC SIGNAL POLE
  - TELE. TELEPHONE BOX
  - FL. FLOOD LIGHT
  - FP. FLAG POLE
  - SI. TRAFFIC SIGN
  - IRS. 1/2-INCH IRON ROD W/"PACHECO KOCH" CAP SET
  - (C.M.) CONTROLLING MONUMENT
  - PROPERTY LINE
  - x- FENCE
  - OH- OVERHEAD UTILITY LINE
  - E- UNDERGROUND ELECTRIC LINE
  - T- UNDERGROUND TELEPHONE LINE
  - C- UNDERGROUND CABLE LINE
  - 6"W- UNDERGROUND WATER LINE
  - 6"SS- UNDERGROUND SANITARY SEWER LINE
  - [Cross-hatched] PROPOSED TURF REINFORCEMENT MAT
  - [Rock pattern] PROPOSED 24" ROCK RIP RAP
  - [Concrete pattern] PROPOSED CONCRETE TRAIL

**NOTE:**  
NO GRADING SHALL BE DONE WITHIN THE ORDINARY HIGH WATER MARK



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NO.	DATE	REVISION

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TX REG. ENGINEERING FIRM F-469  
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**CITY OF ARLINGTON, TEXAS**  
HELEN WESSLER, DRAINAGE & CREEK STABILIZATION  
JOB NO. PWPL15001

## PROPOSED STORM LINE ST-C

DESIGN	DRAWN	CHECKED	DATE	SCALE	PK JOB NO.	SHEET NO.
SFB/JLH	JLH	SFB/JLH	MAR 2016	1"=20'H 1"=2'V	3686-15.332	ST-4

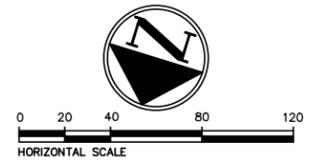
JHLSCHER 5.51AM 07/07/2016 S:\PWP-3686-15.332\UNWS\DWG\_C3D\_2015\3686-15.332ST.DWG

VEDA KNOX  
ELEMENTARY SCHOOL

HELEN WESSLER PARK

LOT 5  
A. C. WINGATE ADDITION  
(CAB. A, SL. 6305)  
ARLINGTON INDEPENDENT  
SCHOOL DISTRICT  
(VOL. 3255, PG. 225)

LOT 4R  
A. C. WINGATE ADDITION  
(CAB. A, SL. 5849)  
CITY OF ARLINGTON  
(VOL. 14227, PG. 164)



- LEGEND**
- B. BOLLARD
  - EM ⊕ ELECTRIC METER
  - PP ⊕ POWER POLE
  - LS ⊙ LIGHT STANDARD
  - WM ⊕ WATER METER
  - WV ⊕ WATER VALVE
  - ICV ⊕ IRRIGATION CONTROL VALVE
  - FH ⊕ FIRE HYDRANT
  - CO ⊕ CLEANOUT
  - MH ⊙ EXISTING MANHOLE
  - MH ⊙ PROPOSED MANHOLE
  - TSC ⊕ TRAFFIC SIGNAL CONTROL
  - TSP ⊕ TRAFFIC SIGNAL POLE
  - TELE ⊕ TELEPHONE BOX
  - FL ⊕ FLOOD LIGHT
  - FP ⊕ FLAG POLE
  - SI ⊕ TRAFFIC SIGN
  - IRS 1/2-INCH IRON ROD
  - W/PACHECO KOCH" CAP SET
  - (C.M.) CONTROLLING MONUMENT
  - PROPERTY LINE
  - x- FENCE
  - OH- OVERHEAD UTILITY LINE
  - E UNDERGROUND ELECTRIC LINE
  - T UNDERGROUND TELEPHONE LINE
  - C UNDERGROUND CABLE LINE
  - 6" UNDERGROUND WATER LINE
  - 6"SS UNDERGROUND SANITARY SEWER LINE

NOTE:  
TOPOGRAPHY FROM PACHECO KOCH FIELD SURVEY IN NOVEMBER 2015.

SHERRY STREET  
(60' R.O.W.)

GREENWAY STREET  
(50' R.O.W.)

HELEN WESSLER PARK



*Scott Berman*

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NO.	DATE	REVISION

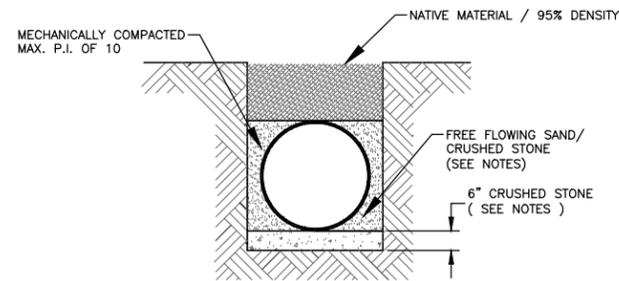
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FORT WORTH, TX 76107 817.412.7155  
TX REG. ENGINEERING FIRM F-469  
TX REG. SURVEYING FIRM LS-10008001

**CITY OF ARLINGTON, TEXAS**  
HELEN WESSLER, DRAINAGE & CREEK STABILIZATION  
JOB NO. PWPL15001

**EROSION CONTROL PLAN**

DESIGN	DRAWN	CHECKED	DATE	SCALE	PK JOB NO.	SHEET NO.
SFB/JLH	JLH	SFB/JLH	MAR 2016	1"=40'H	3686-15.332	EC-1

JHLSCHER 8:56AM 07/07/2016 S:\PWP-36\3686-15.332\UNITS\CIVIL\_C3D\_2015\3686-15.332SSC.DWG



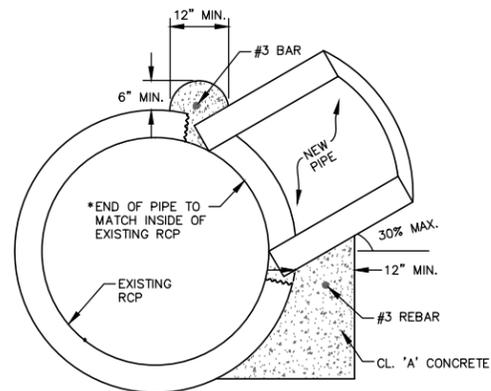
THE PIPE SHALL BE BEDDED IN A MINIMUM OF SIX INCHES (6") OF CRUSHED STONE. IN WET OR UNSTABLE TRENCHES, ADDITIONAL CRUSHED STONE WILL BE ADDED TO THE STANDARD BEDDING REQUIREMENTS AS NEEDED. CRUSHED STONE SHALL MEET C.O.G. 2.1.8 STANDARD CRUSHED ROCK - AGGREGATE GRADE 4.

AFTER THE PIPE HAS BEEN LAID AND THE JOINTS MADE, GRANULAR MATERIAL OF A QUALITY SATISFACTORY TO THE ENGINEER SHALL BE PLACED FROM THE BOTTOM OF THE PIPE TO THE TOP OF THE PIPE. GRANULAR MATERIAL SHALL BE DEFINED AS A FREE FLOWING, PIT RUN SAND FREE OF STONES, CLAY, ORGANIC MATERIAL, AND DEBRIS. THIS MATERIAL SHALL NOT HAVE A P.I. OF GREATER THAN 10. THE MATERIAL SHALL BE PLACED UNIFORMLY ON BOTH SIDES OF THE PIPE IN ORDER TO PREVENT DISTURBANCE OF THE PIPE AND, IF NECESSARY, BLOCKING SHALL BE PLACED AGAINST THE SIDES OF THE TRENCH TO PREVENT DISPLACEMENT OF THE PIPE. THE BACKFILL MATERIAL SHALL BE WORKED UNDER THE HAUNCHES OF THE PIPE DURING THE TIME IT IS BEING PLACED. THE MATERIAL SHALL BE MECHANICALLY COMPACTED TO 95% STANDARD DENSITY IN LIFTS NOT TO EXCEED EIGHT INCHES (8") (LOOSE)

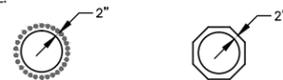
FOR THE SPECIFICATIONS FOR THE REMAINING BACKFILL OPERATIONS, SEE THE TRENCH BACKFILL SPECIAL PROVISION.

RCP STORM DRAIN EMBEDMENT  
NTS

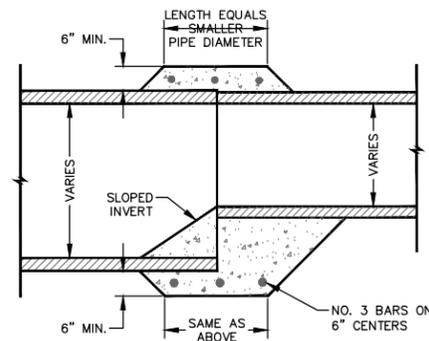
\* MAXIMUM DIAMETER OF NEW PIPE EQUALS ONE HALF OF EXISTING PIPE'S DIAMETER.



\* REMOVAL OF PLUG FROM EXISTING RCP TO BE ACCOMPLISHED BY USING A MASONRY DRILL AT A SPACING EQUAL TO THE DRILL BIT DIAMETER IN A CIRCULAR PATTERN OR A MASONRY SAW IN AN OCTAGONAL PATTERN PER DETAIL.



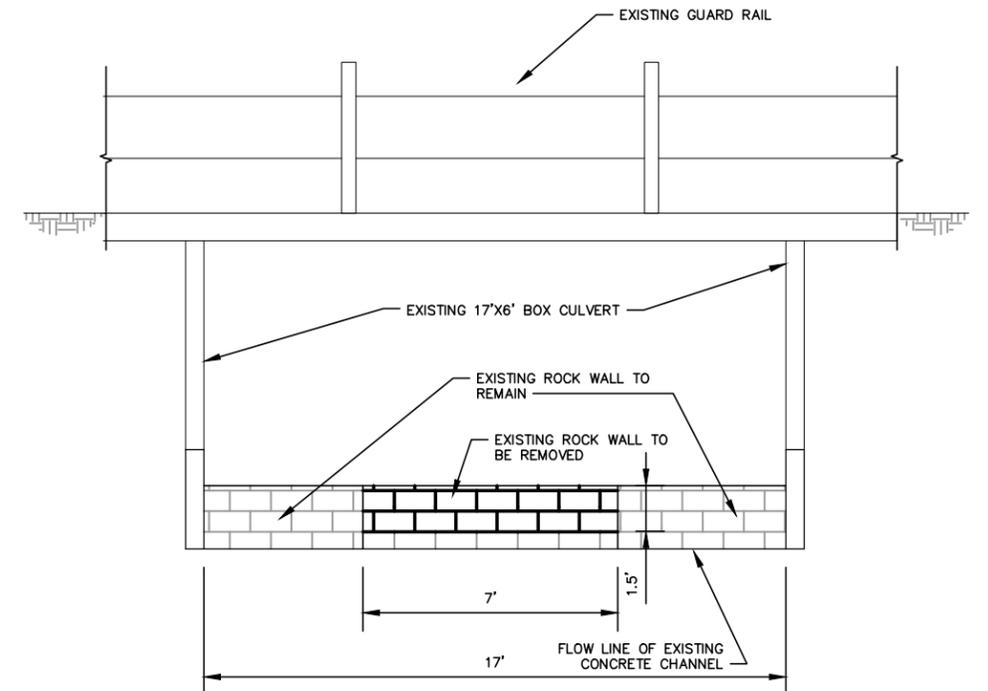
STORM DRAIN CONNECTION TO EXISTING RCP  
NTS



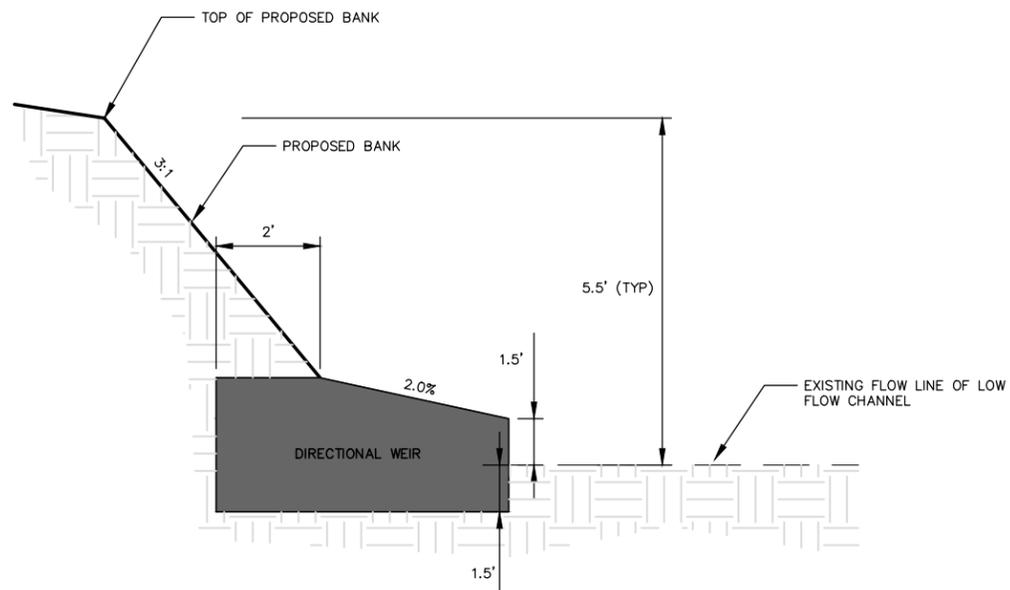
PIPE COLLAR DETAIL  
NTS

NOTES

1. THIS PROCEDURE/DETAIL WILL ONLY BE USED WHEN A PREFAB REDUCTION IS NOT POSSIBLE.
2. CONCRETE FOR COLLAR WILL NOT BE PAID FOR DIRECTLY, BUT WILL BE CONSIDERED SUBSIDIARY TO THE VARIOUS OTHER BIDS.
3. CONCRETE SHALL BE 5 SACK 3000 PSI.



ROCK WALL NOTCH DETAIL  
NTS

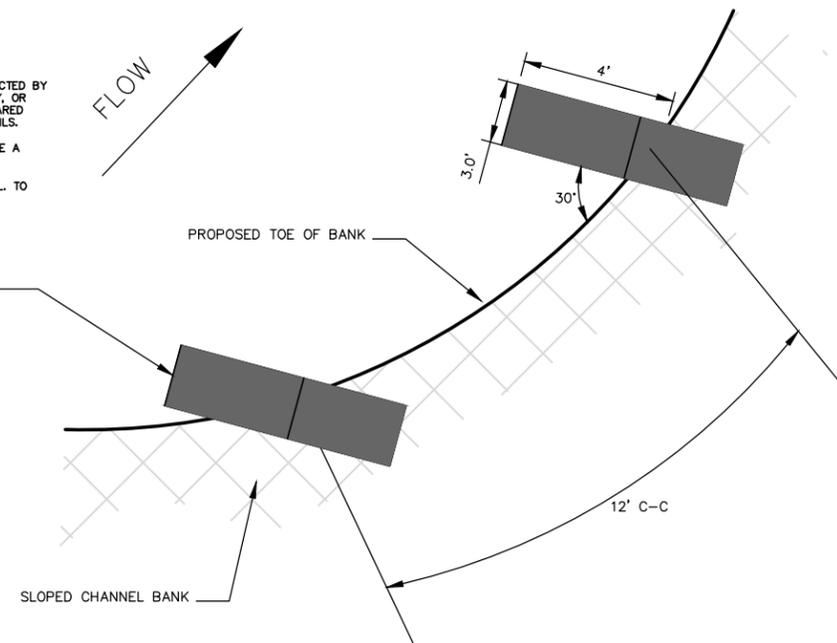


DIRECTIONAL WEIR TYPICAL ELEVATION DETAIL  
NTS

NOTES :

1. DIRECTIONAL WEIRS SHALL BE CONSTRUCTED BY SOLID PIECES OF AUSTIN STONE, GRANBURY, OR LIMESTONE AND EMBEDDED INTO THE PREPARED GROUND TO A DEPTH SHOWN ON THE DETAILS.
2. STONE PIECES SHALL BE 3'x3' AND HAVE A MINIMUM LENGTH OF 3'.
3. DIRECTIONAL WEIRS SHALL BE PARALLEL TO EACH OTHER.

SOLID AUSTIN STONE, GRANBURY, OR LIMESTONE BLOCKS



DIRECTIONAL WEIR TYPICAL PLAN DETAIL  
NTS



*Scott Berman*

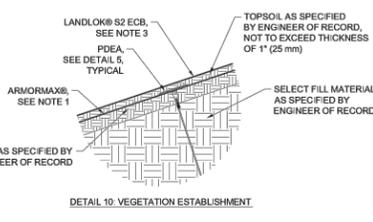
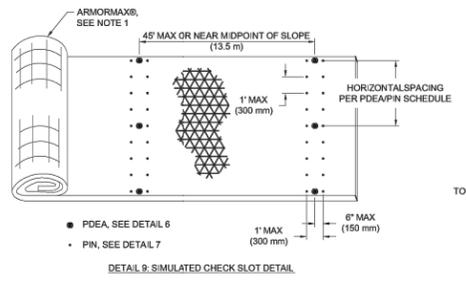
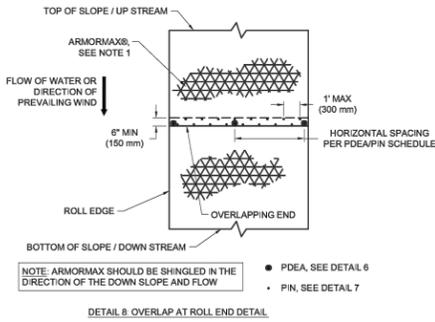
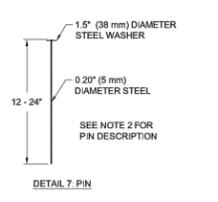
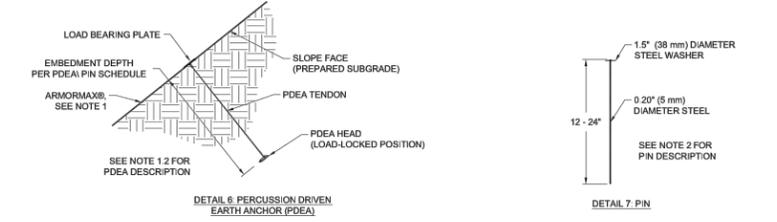
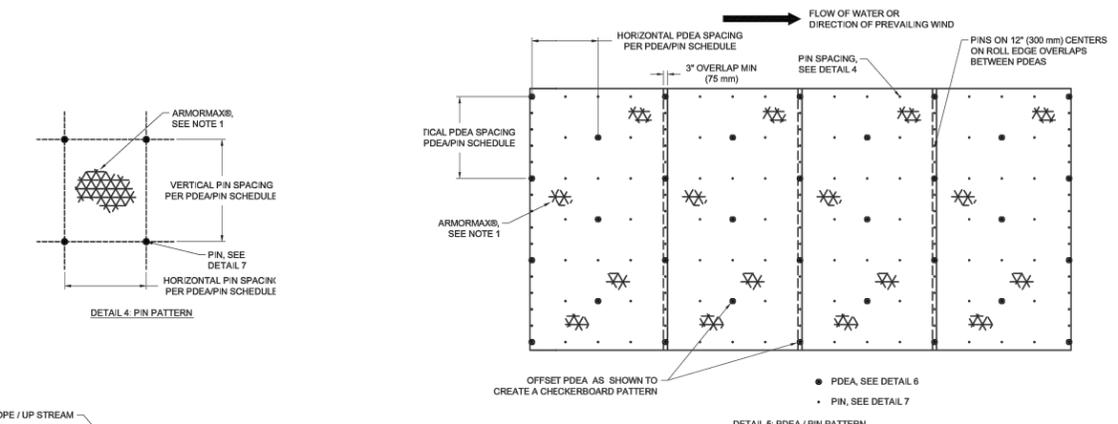
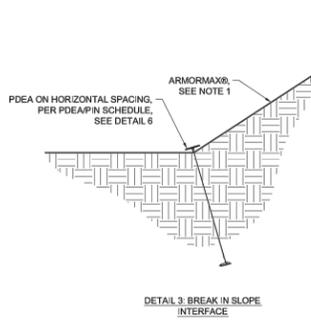
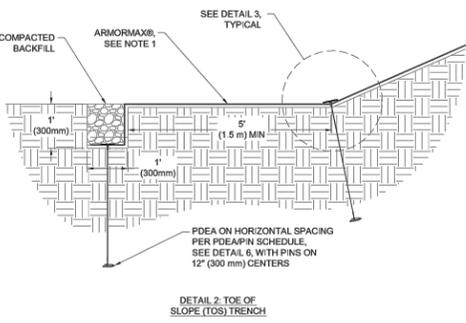
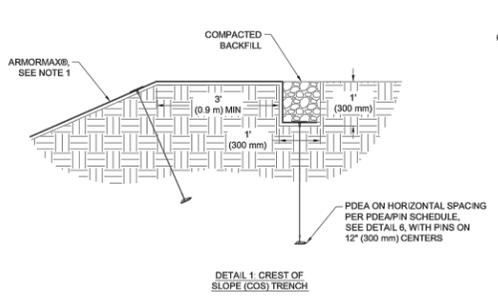
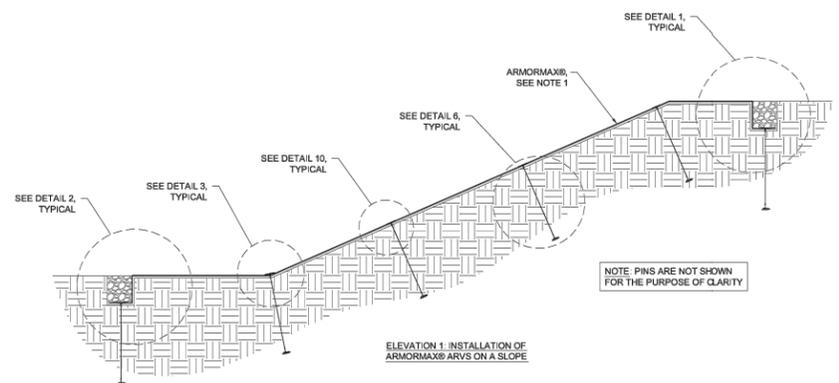
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FORT WORTH, TX 76107 817.412.7155  
TX REG. ENGINEERING FIRM F-469  
TX REG. SURVEYING FIRM LS-10008001

**CITY OF ARLINGTON, TEXAS**  
HELEN WESSLER, DRAINAGE & CREEK STABILIZATION  
JOB NO. PWPL15001

STANDARD DETAILS

DESIGN	DRAWN	CHECKED	DATE	SCALE	PK JOB NO.	SHEET NO.
SFB/JLH	JLH	SFB/JLH	MAR 2016	NTS	3686-15.332	D-1



**ARMORMAX® ARVS ON A SLOPE FOR EROSION CONTROL (NON-STRUCTURAL APPLICATION) GENERAL INSTALLATION GUIDELINES**

**GENERAL NOTES**

- The ArmorMax® Anchor Reinforced Vegetation System (ARVS) is an engineered solution used for permanent erosion protection or surficial slope stability in vegetated and unvegetated applications. It is composed of two components: Pyramat® High Performance Turf Reinforcement Mat (HPTRM) and Percussion Driven Earth Anchors (PDEAs). ArmorMax is available in green or tan to provide for an aesthetically pleasing solution with proven performance.
- 1.1. Pyramat HPTRM is a three-dimensional, fully woven polypropylene geotextile that is available in green or tan which is specially designed for erosion control applications on steep slopes and vegetated waterways. The matrix is composed of polypropylene monofilament yarns featuring X3B technology woven into a uniform configuration of resilient pyramid-like projections. The material exhibits very high interlock and reinforcement capacity with both soil and root systems, demonstrates superior UV resistance, and enhances seedling emergence.
- 1.2. The Type B1 PDEA model is used for permanent erosion protection applications and has a working load of up to 800 lbs. The Type B1 PDEA consists of a die cast aluminum anchor head, zinc-aluminum coated carbon steel cable, a die cast zinc load-locking mechanism with a ceramic roller, and two aluminum ferrules. The bullet nose design of the anchor head allows the PDEA to penetrate HPTRM resulting in minimal installation damage. The Type B1 PDEA is also designed with a recessed cavity so the top of the cable can be cut below the surface being protected.
2. The 12", 18", and 24" Securing Pins are composed of a wire, mushroomed at the top. A washer is then placed on the wire and the wire is crimped or swaged about 3-1/2" below the top so the washer will not slide off. The end of the wire is cut at a 45 degree angle for easy penetration of the soil. These Pins with washers conform to industry standards for erosion control pins with washers.
3. Landlok® S2 Erosion Control Blankets consist of 100% wheat straw mechanically bound and covered on both sides by netting. The straw is homogeneously blended and evenly distributed throughout the blanket. The netting is photodegradable polypropylene with mesh openings of approximately 3/8 in. by 3/8 in. (11 mm by 11 mm). The blanket is sewn on approximately 2 in. (51 mm) centers with photodegradable polypropylene thread. This product is NTPPEP approved for AASHTO standards.

**BEFORE INSTALLATION BEGINS**

- Coordinate with a Propex Representative. A pre-construction meeting is suggested with the construction team and a representative from Propex. This meeting should be scheduled by the contractor with at least a two week notice.
- Gather the Tools Needed. Tools that you will need to install ArmorMax include a pair of industrial shears to cut Pyramat, tape measure, percussion hammer (sized appropriately for the PDEAs), ground rod driver compatible with the percussion hammer, drive steel compatible with the PDEA, setting tool to set and load-lock the PDEA, and wire cutters to cut the cable tendon of the PDEA. If PDEAs will be load tested during construction, additional testing equipment may be necessary. Consult the "Anchor Load Test Manual" from Propex for further guidance. Available for purchase from Propex are drive steel, setting tools, and wire cutters.
- Determine how to Establish Vegetation. The method of vegetation establishment should be determined prior to the start of installation. Different vegetation establishment methods require different orders of installation. Refer to Establish Vegetation for further guidance.
- Please consult the Propex Website for the most up to date installation guidelines.

**EROSION CONTROL INSTALLATION DETAILS**

Please note that the information presented herein is general information only. It is for conceptual use only and not intended to be used for construction. While every effort has been made to ensure its accuracy, this information should not be used for a specific application without independent professional examination and verification of its suitability, applicability, and accuracy. This engineering drawing is protected by the Copyright Act, 17 U.S.C. §101 et seq. and may be used ONLY with the express written permission of Propex in connection with Propex products. Any copying, distributing, and/or creation of a derivative work without permission of Propex is prohibited and is subject of actual damages, statutory damages and attorney's fees under the Copyright Act.

1 of 1  
 Date: 11/07/2014  
 Drawn By: D LOI/EAUX/INTS  
 Scale: NTS  
 \*ALL DIMENSIONS ARE TO BE VERIFIED BY ENGINEER OF RECORD

PDEA/PIN SCHEDULE		
SECURING DEVICE	PDEA	PIN
HORIZONTAL PDEA SPACING	PER MANUFACTURES DESIGN	PER MANUFACTURES DESIGN
VERTICAL PDEA SPACING	PER MANUFACTURES DESIGN	PER MANUFACTURES DESIGN
EMBEDMENT DEPTH	PER MANUFACTURES DESIGN	PER MANUFACTURES DESIGN



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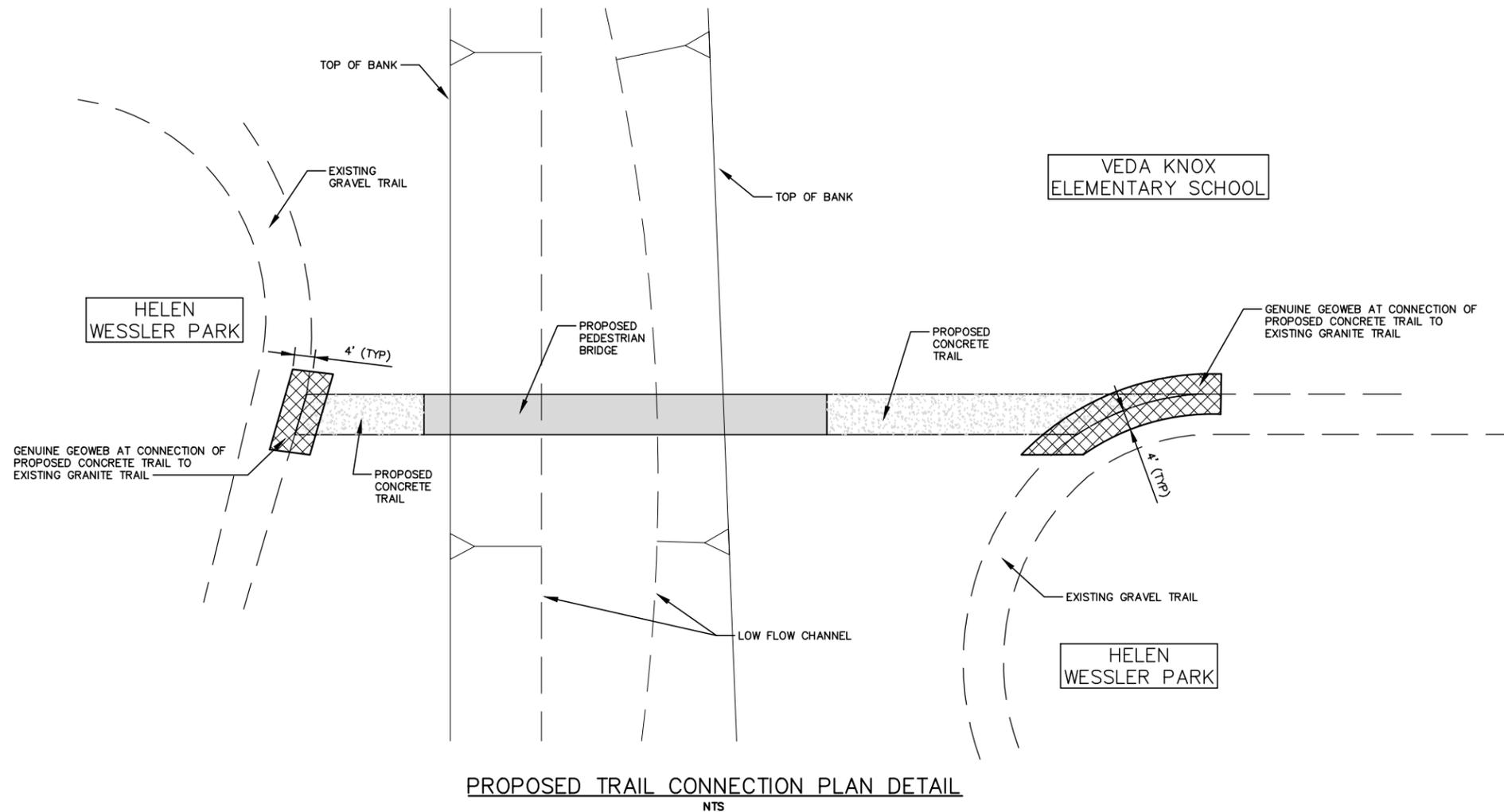
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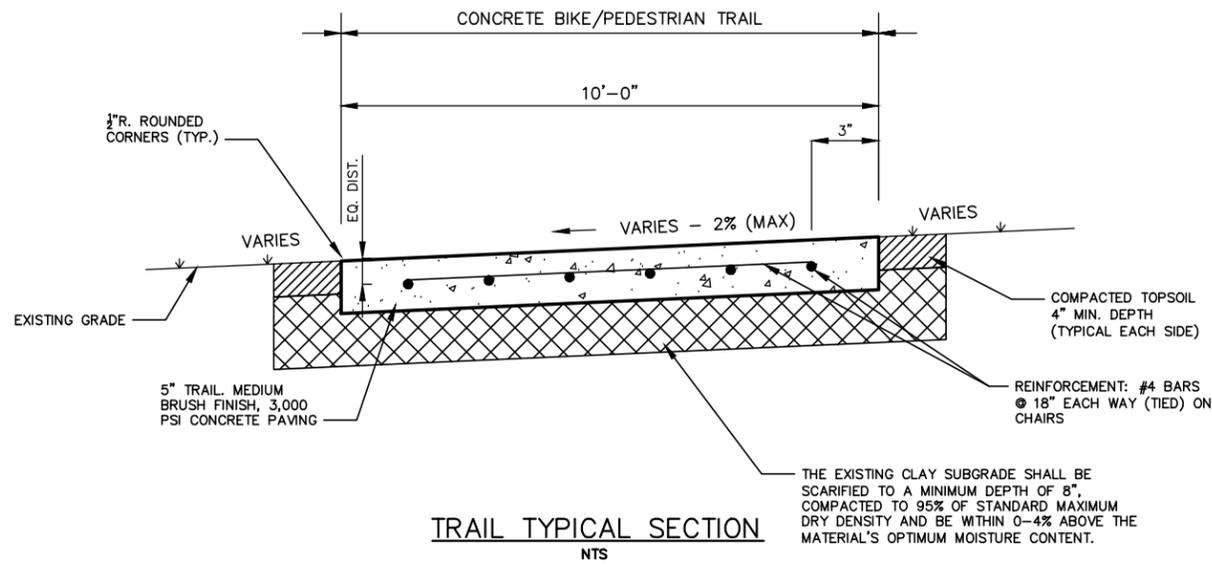
**STANDARD DETAILS**

DESIGN	DRAWN	CHECKED	DATE	SCALE	PK JOB NO.	SHEET NO.
SFB/JLH	JLH	SFB/JLH	MAR 2016	NTS	3686-15.332	D-2

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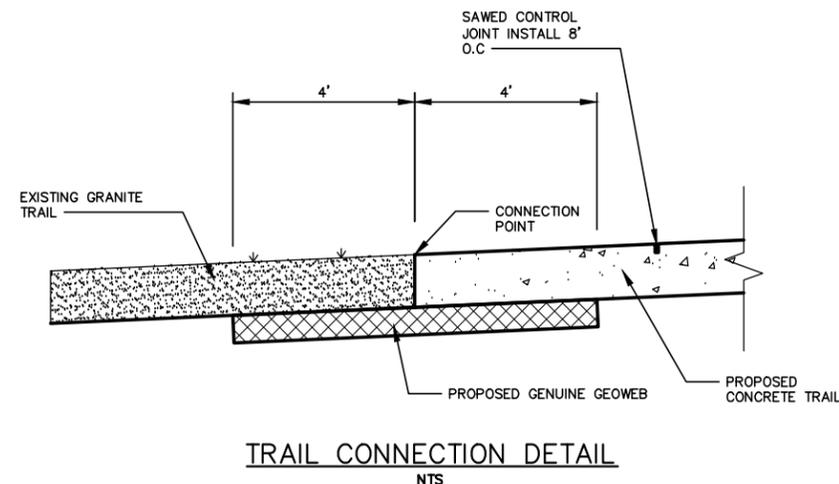


PROPOSED TRAIL CONNECTION PLAN DETAIL  
NTS



TRAIL TYPICAL SECTION  
NTS

NOTE:  
1. ALL DISTURBED EARTHEN AREAS TO BE SEEDED OR SODDED AS SHOWN ON PLANS AND AS SPECIFIED.



TRAIL CONNECTION DETAIL  
NTS

NOTE:  
1. GENUINE GEOWEB TO EXTEND 4' IN ALL DIRECTIONS FROM CONNECTION OF TRAILS  
2. EXPANSION JT. TO BE 40' O.C. PER CITY STANDARD DETAIL



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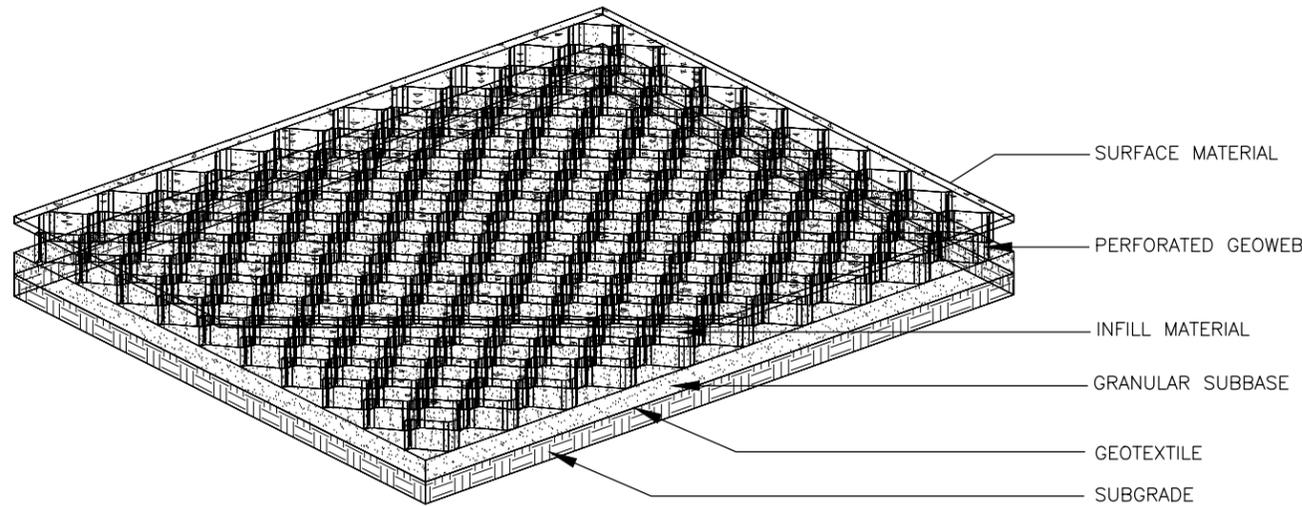
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JOB NO. PWPL15001

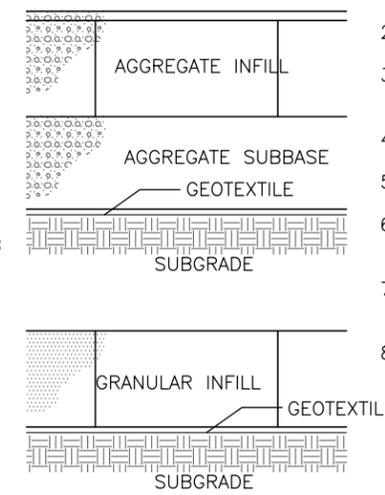
STANDARD DETAILS

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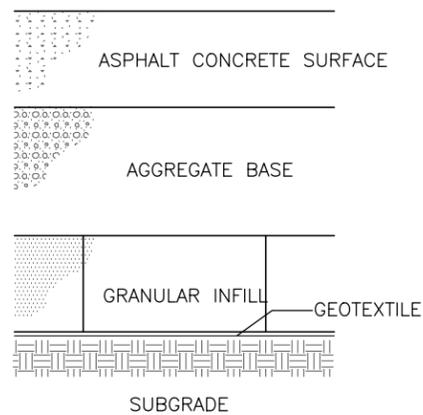
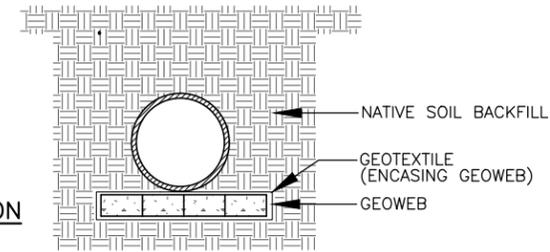


ISOMETRIC – TYPICAL LOAD SUPPORT STRUCTURE

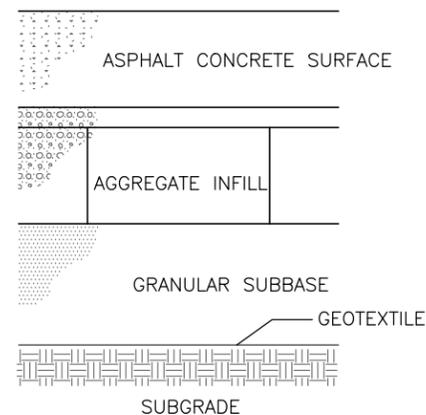


LOAD SUPPORT OVER SOFT SOIL AND AGGREGATE SURFACE STABILIZATION

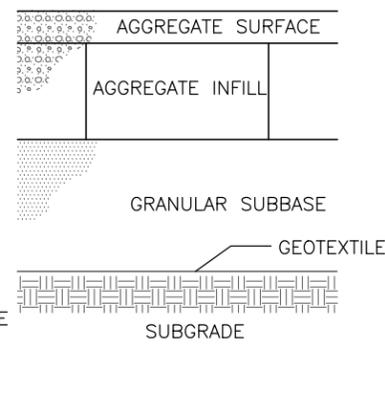
- NOTES:
1. PREPARE THE SUBGRADE AS SHOWN ON THE CONSTRUCTION DRAWINGS.
  2. COMPACT THE SOIL TO A MINIMUM 95% STANDARD PROCTOR.
  3. VERIFY THAT THE SUBGRADE STRENGTH. IF UNACCEPTABLE, THE SOILS SHALL BE REMOVED AND REPLACED AS DIRECTED BY THE ENGINEER.
  4. WHERE REQUIRED, PROVIDE GEOTEXTILE SEPARATION LAYER.
  5. WHERE REQUIRED, PLACE AND COMPACT SUBBASE MATERIAL TO A MINIMUM 95% STANDARD PROCTOR.
  6. EXPAND THE GEOWEB SECTIONS INTO POSITION AND CONNECT THE END TO END AND INTERLEAF CONNECTIONS WITH ATRA KEYS.
  7. PLACE THE SPECIFIED INFILL MATERIAL TO 2 INCHES ABOVE CELL WALLS AND COMPACT TO A MINIMUM 95% STANDARD PROCTOR.
  8. PROVIDE ADDITIONAL SURFACE MATERIAL, AS SPECIFIED.



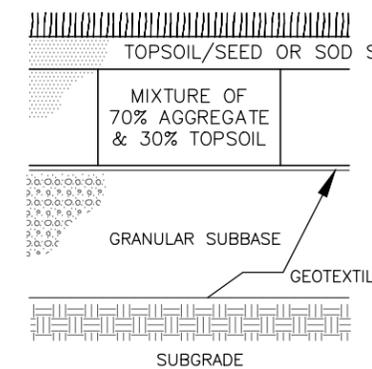
PAVEMENT SUBBASE STABILIZATION



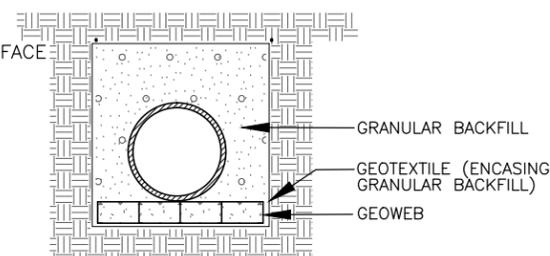
PAVEMENT BASE STABILIZATION



GRANULAR PAVEMENT



GRASS PAVEMENT



PIPE SUPPORT

PRESTO<sup>®</sup> PRODUCTS CO.  
670 NORTH PERKINS STREET  
APPLETON, WI 54914  
920-738-1328  
WWW.PRESTOGEOWEB.COM

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GENUINE GEOWEB  
LOAD SUPPORT DETAILS

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NOTE: THE GEOTEXTILE SHOWN IN THE DETAILS IS OPTIONAL AND BASED ON SITE CONDITIONS.



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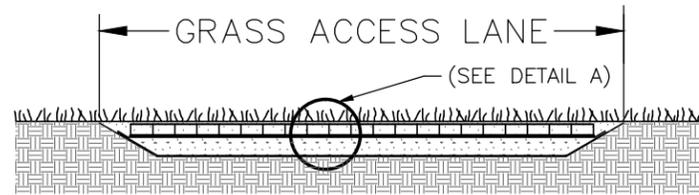
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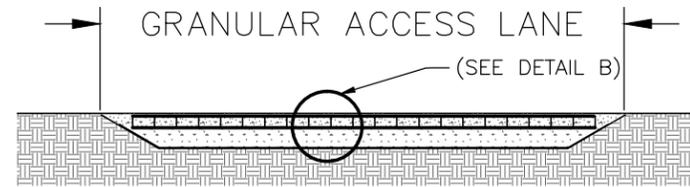
**CITY OF ARLINGTON, TEXAS**  
HELEN WESSLER, DRAINAGE & CREEK STABILIZATION  
JOB NO. PWPL15001

CONSTRUCTION DETAILS

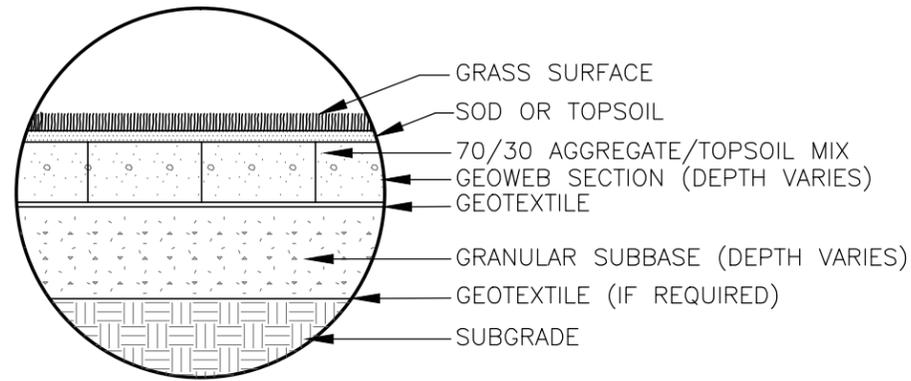
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SFB/JLH	JLH	SFB/JLH	MAR 2016		3686-15.332	D-4



SECTION A - A

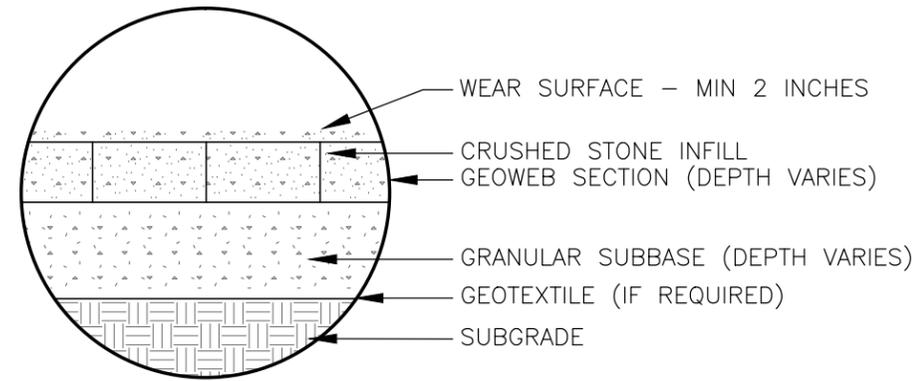


SECTION B - B



DETAIL A

TYPICAL GRASS PAVEMENT DETAILS



DETAIL B

TYPICAL GRANULAR PAVEMENT DETAILS

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**GENUINE GEOWEB<sup>®</sup> SURFACE PAVEMENT DETAILS**

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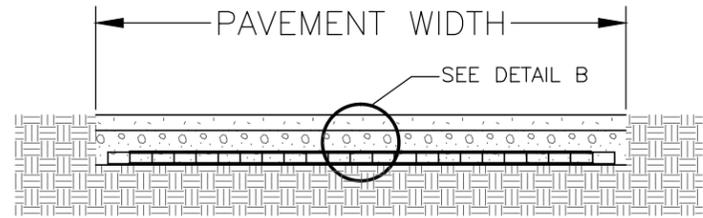


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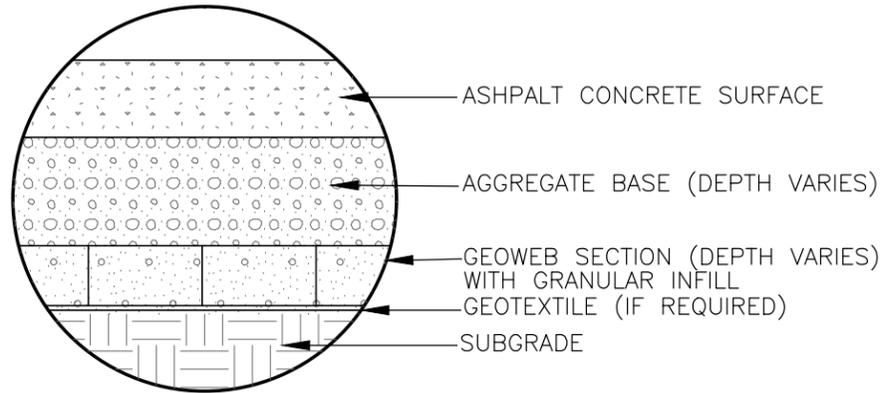
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<b>CITY OF ARLINGTON, TEXAS</b> HELEN WESSLER, DRAINAGE & CREEK STABILIZATION JOB NO. PWPL15001							
<b>CONSTRUCTION DETAILS</b>							
DESIGN	DRAWN	CHECKED	DATE	SCALE	PK JOB NO.	SHEET NO.	
SFB/JLH	JLH	SFB/JLH	MAR 2016		3686-15.332	D-5	

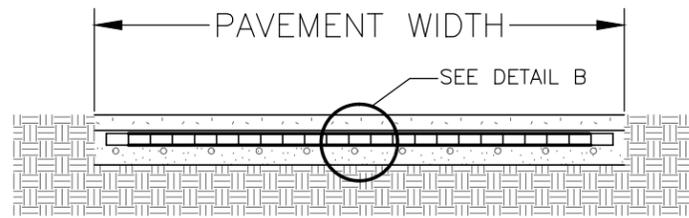


SECTION A - A

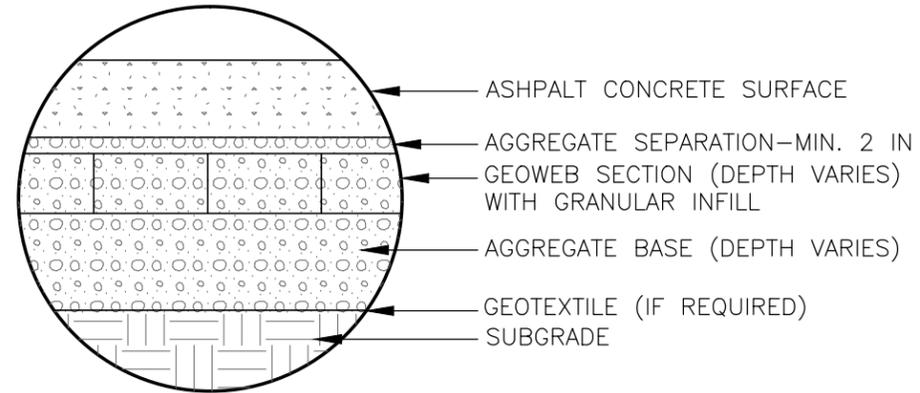


DETAIL A

PAVEMENT SUBBASE STABILIZATION



SECTION B - B



DETAIL B

PAVEMENT BASE STABILIZATION

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BASE STABILIZATION**

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TX REG. ENGINEERING FIRM F-469  
TX REG. SURVEYING FIRM LS-10008001

**CITY OF ARLINGTON, TEXAS**

HELEN WESSLER, DRAINAGE & CREEK STABILIZATION  
JOB NO. PWPL15001

**CONSTRUCTION DETAILS**

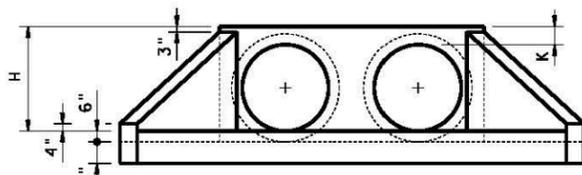
DESIGN	DRAWN	CHECKED	DATE	SCALE	PK JOB NO.	SHEET NO.
SFB/JLH	JLH	SFB/JLH	MAR 2016		36886-15.332	D-6

**TABLE OF VARIABLE DIMENSIONS AND QUANTITIES FOR ONE HEADWALL** ④

SLOPE	DIA OF PIPE, D	Values for one Pipe				Values to be added for each add'l Pipe				
		W	X	Y	L	Reinf (Lbs)	Conc (CY)	X and W	Reinf (Lbs)	Conc (CY)
2:1	12"	4'-7 1/2"	2'-6"	2'-10"	3'-3 1/4"	84	0.6	1'-9"	20	0.2
	15"	5'-5 3/4"	2'-9 1/2"	3'-4"	3'-10 1/4"	99	0.7	2'-2"	24	0.3
	18"	6'-4 1/4"	3'-1"	3'-10"	4'-5"	120	0.9	2'-8"	32	0.3
	21"	7'-2 3/4"	3'-4 1/2"	4'-4"	5'-0"	137	1.1	3'-1"	43	0.4
	24"	8'-2 1/2"	3'-9 1/2"	4'-10"	5'-7"	158	1.3	3'-7"	50	0.5
	27"	9'-1"	4'-1"	5'-4"	6'-2"	173	1.5	3'-11"	56	0.6
	30"	9'-11 1/2"	4'-4 1/2"	5'-10"	6'-8 3/4"	197	1.7	4'-4"	65	0.8
	33"	10'-10"	4'-8"	6'-4"	7'-3 3/4"	216	2.0	4'-8"	71	0.9
	36"	11'-8 1/4"	4'-11 1/2"	6'-10"	7'-10 3/4"	241	2.2	5'-1"	81	1.0
	42"	13'-5 1/4"	5'-6 1/2"	7'-10"	9'-0 1/2"	290	2.8	5'-10"	97	1.3
	48"	15'-9"	6'-1 1/2"	9'-4"	10'-9 1/4"	350	3.8	6'-7"	117	1.7
	54"	17'-5 3/4"	6'-8 1/2"	10'-4"	11'-11 1/4"	415	4.5	7'-6"	151	2.1
60"	19'-2 3/4"	7'-3 1/2"	11'-4"	13'-1"	469	5.3	8'-3"	174	2.5	
66"	20'-11 1/2"	7'-10 1/2"	12'-4"	14'-3"	530	6.2	8'-9"	194	2.9	
72"	22'-8 1/2"	8'-5 1/2"	13'-4"	15'-4 3/4"	587	7.1	9'-4"	213	3.3	
3:1	12"	6'-3"	2'-6"	4'-3"	4'-11"	114	0.8	1'-9"	22	0.2
	15"	7'-5"	2'-9 1/2"	5'-0"	5'-9 1/4"	133	1.1	2'-2"	28	0.3
	18"	8'-6 3/4"	3'-1"	5'-9"	6'-7 3/4"	166	1.3	2'-8"	37	0.5
	21"	9'-8 3/4"	3'-4 1/2"	6'-6"	7'-6"	189	1.6	3'-1"	48	0.6
	24"	11'-0"	3'-9 1/2"	7'-3"	8'-4 1/2"	221	2.0	3'-7"	58	0.7
	27"	12'-2"	4'-1"	8'-0"	9'-2 3/4"	245	2.3	3'-11"	67	0.8
	30"	13'-4"	4'-4 1/2"	8'-9"	10'-1 1/4"	287	2.7	4'-4"	77	1.0
	33"	14'-5 3/4"	4'-8"	9'-6"	10'-11 3/4"	310	3.1	4'-8"	84	1.2
	36"	15'-7 3/4"	4'-11 1/2"	10'-3"	11'-10"	343	3.5	5'-1"	96	1.4
	42"	17'-11 1/2"	5'-6 1/2"	11'-9"	13'-6 3/4"	424	4.5	5'-10"	119	1.7
	48"	21'-1 3/4"	6'-1 1/2"	14'-0"	16'-2"	527	6.1	6'-7"	146	2.3
	54"	23'-5 1/2"	6'-8 1/2"	15'-6"	17'-10 3/4"	618	7.3	7'-6"	186	2.9
60"	25'-9 1/4"	7'-3 1/2"	17'-0"	19'-7 1/2"	707	8.7	8'-3"	219	3.4	
66"	28'-1"	7'-10 1/2"	18'-6"	21'-4 1/4"	797	10.1	8'-9"	242	3.9	
72"	30'-4 3/4"	8'-5 1/2"	20'-0"	23'-1 1/4"	910	11.7	9'-4"	272	4.4	
4:1	12"	7'-10 3/4"	2'-6"	5'-8"	6'-6 1/2"	144	1.1	1'-9"	24	0.3
	15"	9'-4"	2'-9 1/2"	6'-8"	7'-8 1/2"	177	1.5	2'-2"	32	0.4
	18"	10'-9 1/2"	3'-1"	7'-8"	8'-10 1/4"	217	1.9	2'-8"	42	0.5
	21"	12'-2 3/4"	3'-4 1/2"	8'-8"	10'-0"	254	2.3	3'-1"	57	0.7
	24"	13'-9 1/2"	3'-9 1/2"	9'-8"	11'-2"	295	2.8	3'-7"	67	0.9
	27"	15'-3"	4'-1"	10'-8"	12'-3 3/4"	328	3.3	3'-11"	77	1.0
	30"	16'-8 1/4"	4'-4 1/2"	11'-8"	13'-5 3/4"	379	3.8	4'-4"	89	1.3
	33"	18'-1 3/4"	4'-8"	12'-8"	14'-7 1/2"	417	4.5	4'-8"	101	1.4
	36"	19'-7"	4'-11 1/2"	13'-8"	15'-9 1/4"	464	5.1	5'-1"	115	1.7
	42"	22'-5 3/4"	5'-6 1/2"	15'-8"	18'-1"	575	6.5	5'-10"	141	2.1
	48"	26'-6 1/4"	6'-1 1/2"	18'-8"	21'-6 3/4"	720	8.9	6'-7"	175	2.8
	54"	29'-5"	6'-8 1/2"	20'-8"	23'-10 1/4"	863	10.7	7'-6"	226	3.6
60"	32'-3 3/4"	7'-3 1/2"	22'-8"	26'-2"	984	12.7	8'-3"	264	4.3	
66"	35'-2 1/2"	7'-10 1/2"	24'-8"	28'-5 3/4"	1126	14.9	8'-9"	300	4.9	
72"	38'-1 1/4"	8'-5 1/2"	26'-8"	30'-9 1/2"	1283	17.3	9'-4"	334	5.6	
6:1	12"	11'-2"	2'-6"	8'-6"	9'-9 3/4"	220	1.9	1'-9"	28	0.4
	15"	13'-2 1/4"	2'-9 1/2"	10'-0"	11'-6 1/2"	264	2.5	2'-2"	37	0.5
	18"	15'-2 1/2"	3'-1"	11'-6"	13'-3 1/4"	326	3.2	2'-8"	50	0.7
	21"	17'-2 3/4"	3'-4 1/2"	13'-0"	15'-0 1/4"	381	3.9	3'-1"	69	0.9
	24"	19'-4 1/2"	3'-9 1/2"	14'-6"	16'-9"	447	4.8	3'-7"	80	1.2
	27"	21'-4 3/4"	4'-1"	16'-0"	18'-5 3/4"	506	5.7	3'-11"	96	1.4
	30"	23'-5 1/4"	4'-4 1/2"	17'-6"	20'-2 1/2"	587	6.7	4'-4"	110	1.7
	33"	25'-5 1/2"	4'-8"	19'-0"	21'-11 1/4"	667	7.8	4'-8"	127	2.0
	36"	27'-5 3/4"	4'-11 1/2"	20'-6"	23'-8"	727	9.0	5'-1"	144	2.3
	42"	31'-6 1/4"	5'-6 1/2"	23'-6"	27'-1 1/2"	914	11.5	5'-10"	179	3.0
	48"	37'-3 1/2"	6'-1 1/2"	28'-0"	32'-4"	1181	15.9	6'-7"	231	4.0
	54"	41'-4 1/4"	6'-8 1/2"	31'-0"	35'-9 1/2"	1412	19.2	7'-6"	300	5.0
60"	45'-4 3/4"	7'-3 1/2"	34'-0"	39'-3"	1619	22.9	8'-3"	353	6.0	

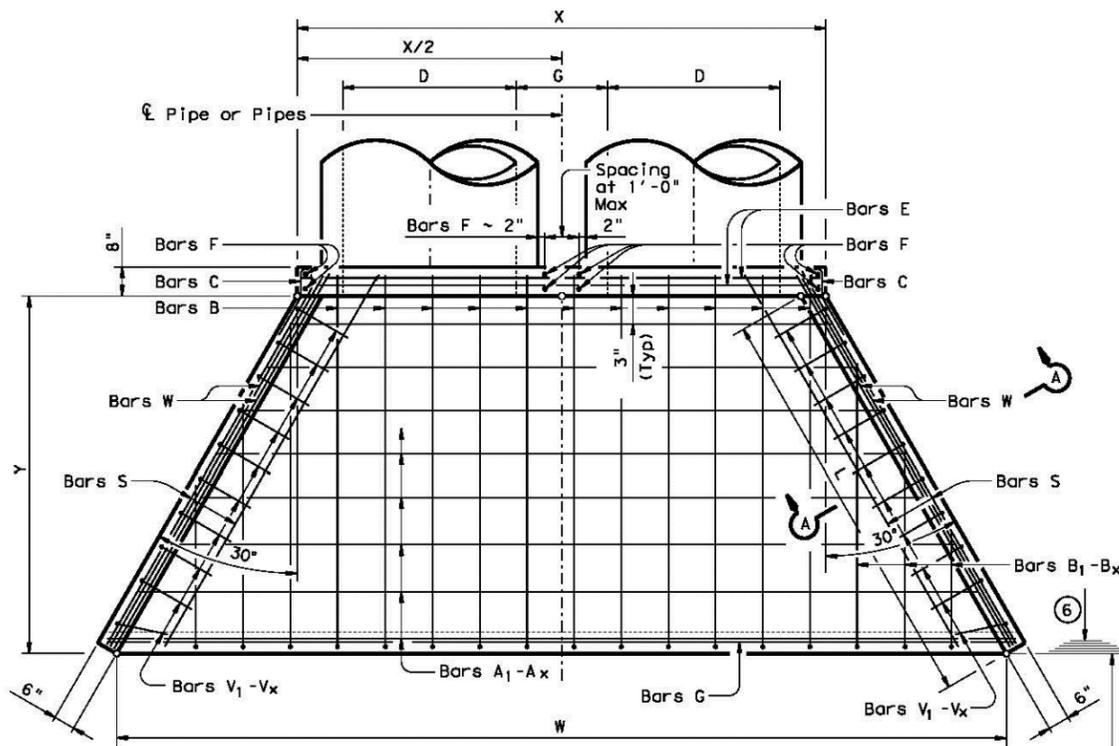
DISCLAIMER: The use of this standard is governed by the Texas Engineering Practice Act. No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE: FILE:

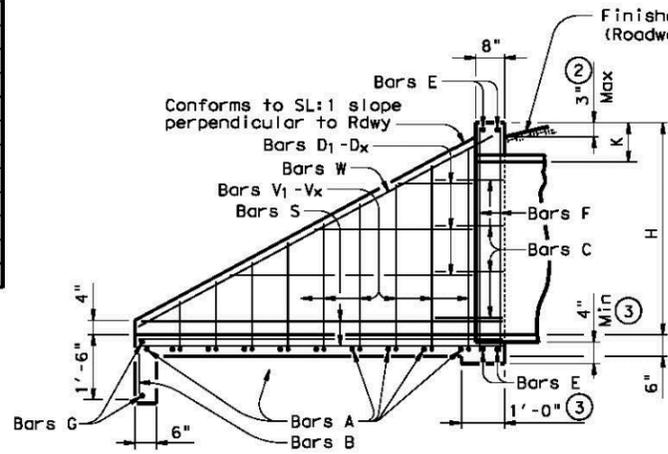


**ELEVATION**  
Showing dimensions

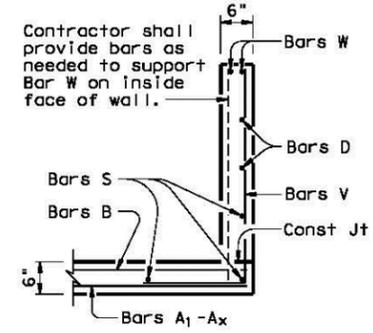
- Quantities shown are for concrete pipe and will increase slightly for metal pipe installations.
- For vehicle safety, curbs shall project no more than 3" above finished grade. Curb heights shall be reduced, if necessary, to meet these requirements. No changes will be made in quantities and no additional compensation will be allowed for this work.
- Provide a 1'-0" footing as shown where required to maintain 4" Min cover for pipes.
- Quantities shown are for one structure end only (one headwall).
- Min Length =  $6" + 3" \times \left(\frac{12 \times H - 7}{12 \times L}\right)$   
Max Length =  $12 \times H - 3" \times \left(\frac{12 \times H - 7}{12 \times L}\right) - 1"$
- Lengths of wings based on SL:1 Slope along this line.



**PLAN**

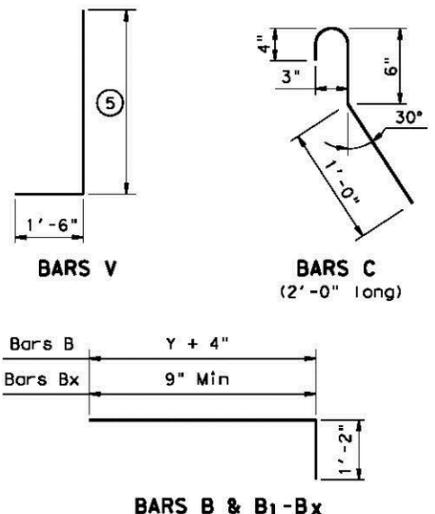


**TYPICAL WING ELEVATION**



**SECTION A-A**

TABLE OF REINFORCING STEEL				TABLE OF CONSTANT DIMENSIONS			
Bar	Size	Spa	No.	DIA OF PIPE, D	G	K	H
A	# 4	1'-0"	~	12"	9"	1'-0"	2'-0"
B	# 3	1'-6"	~	15"	11"	1'-0"	2'-3"
C	# 4	1'-0"	~	18"	1'-2"	1'-0"	2'-6"
D	# 3	1'-0"	~	21"	1'-4"	1'-0"	2'-9"
E	# 5	~	4	24"	1'-7"	1'-0"	3'-0"
F	# 5	~	~	27"	1'-8"	1'-0"	3'-3"
G	# 3	~	2	30"	1'-10"	1'-0"	3'-6"
S	# 4	~	6	33"	1'-11"	1'-0"	3'-9"
V	# 4	1'-0"	~	36"	2'-1"	1'-0"	4'-0"
W	# 5	~	4	42"	2'-4"	1'-0"	4'-6"
				48"	2'-7"	1'-3"	5'-3"
				54"	3'-0"	1'-3"	5'-9"
				60"	3'-3"	1'-3"	6'-3"
				66"	3'-3"	1'-3"	6'-9"
				72"	3'-4"	1'-3"	7'-3"



**GENERAL NOTES:**  
 Designed according to AASHTO LRFD Specifications.  
 Reinforcing steel shall be placed with the center of the outside layer of bars 2" from the surface of the concrete.  
 All reinforcing steel shall be Grade 60.  
 All concrete shall be Class "C" and shall have a minimum compressive strength of 3600 psi.  
 No bridge rails of any type may be mounted directly to these culvert headwalls.

Bridge Division Standard

CONCRETE HEADWALLS WITH FLARED WINGS FOR 0° SKEW PIPE CULVERTS

CH-FW-0

FILE: chfw00se.dgn	DW: TxDOT	CK: TxDOT	DN: TxDOT	CK: GAF
©TxDOT February 2010	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.

Exhibit B



**ENGINEER'S PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST**

Client Name: City of Arlington, Texas

PK No.:3686-15.332

PK No.:3686-15.102

Project Title: Helen Wessler Park Channel Stabilization and Park Improvements

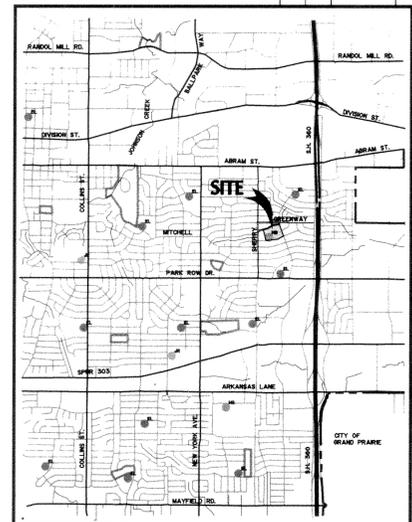
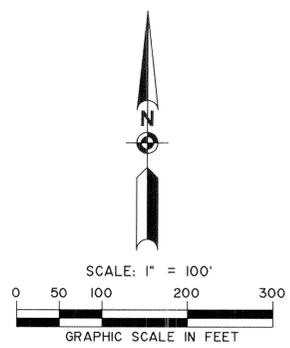
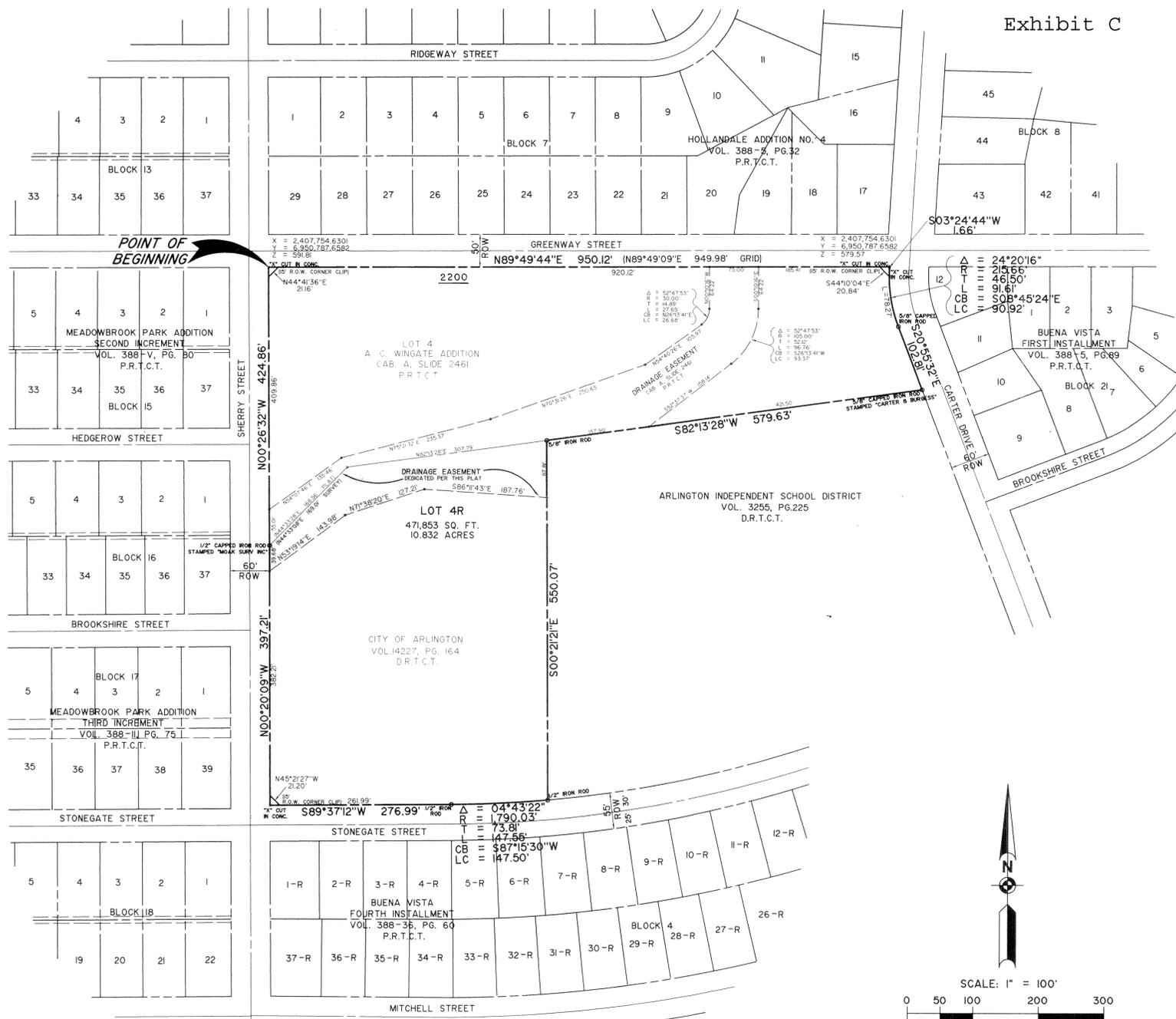
Date: 04/27/2016

Cost Share\*

Bid No.	Bid Item Description	Units	Est Qty	Unit Cost	Total Cost	City	AISS
<b>GENERAL ITEMS</b>							
1	Mobilization	LS	1	\$ 30,000	\$ 30,000	\$ 15,000	\$ 15,000
2	ROW Preparation	LS	1	\$ 10,000	\$ 10,000	\$ 5,000	\$ 5,000
3	Temporary Erosion Control and SWPPP	LS	1	\$ 5,000	\$ 5,000	\$ 2,500	\$ 2,500
4	Traffic Control	LS	1	\$ 5,000	\$ 5,000	\$ 2,500	\$ 2,500
5	Channel Fill	CY	1,500	\$ 28	\$ 42,000	\$ 21,000	\$ 21,000
6	Armormax (ARVS)	SY	4,000	\$ 30	\$ 120,000	\$ 60,000	\$ 60,000
7	Topsoil/Soil Preparation	SY	4,000	\$ 5	\$ 20,000	\$ 10,000	\$ 10,000
8	Grass Sodding for Channel Bank	SY	4,000	\$ 7	\$ 28,000	\$ 14,000	\$ 14,000
9	6" Gravel Trail	SY	70	\$ 72	\$ 5,040	\$ 2,520	\$ 2,520
10	Pedestrian Bridge (80' Span) w/ Abutments	EA	1	\$ 160,000	\$ 160,000	\$ 160,000	\$ -
11	12" HDPE	LF	65	\$ 60	\$ 3,900	\$ 1,950	\$ 1,950
12	18" HDPE	LF	70	\$ 70	\$ 4,900	\$ 2,450	\$ 2,450
13	12" Headwall	EA	2	\$ 5,000	\$ 10,000	\$ 5,000	\$ 5,000
14	18" Headwall	EA	1	\$ 6,000	\$ 6,000	\$ 3,000	\$ 3,000
15	24" Rock Riprap	CY	55	\$ 150	\$ 8,250	\$ 4,125	\$ 4,125
16	Directional Weirs	EA	2	\$ 2,000	\$ 4,000	\$ 2,000	\$ 2,000
17	Brick Wall Notch (includes sawcut)	LS	1	\$ 2,000	\$ 2,000	\$ 1,000	\$ 1,000
	<b>SUBTOTAL</b>				\$ 465,000	\$ 313,000	\$ 153,000
	<b>10% CONTINGENCY</b>				\$ 47,000	\$ 31,000	\$ 15,000
	<b>TOTAL OPINION OF CONSTRUCTION COSTS</b>				\$ 512,000	\$ 344,000	\$ 168,000

\*Cost share assumes 50%/50% split between City and AISS with the City bearing the cost of the pedestrian bridge

Exhibit C



**GENERAL NOTES:**

Minimum finished floor elevations shall be established prior to the issuance of a building permit.

Visibility Triangles shall be provided at the intersections of all public and private streets in accordance with City Ordinances. All landscaping within the visibility triangle shall comply with the visibility triangle ordinance.

This property may be subject to charges related to impact fees and the applicant should contact the City regarding any applicable fees.

OWNERSHIP CERTIFICATE

STATE OF TEXAS §  
COUNTY OF TARRANT §

WHEREAS, the CITY OF ARLINGTON, acting by and through the undersigned, its duly authorized agent is the sole owner of a tract of land, being Lot 4, A. C. WINGATE ADDITION to the City of Arlington, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 2461 of the Plat Records of Tarrant County, Texas (P.R.T.C.T.), and a 5,000 acre tract of land situated in the A. C. WINGATE SURVEY, Abstract No. 1694 in the City of Arlington, Tarrant County, Texas, and being described in deed to the City of Arlington recorded in Volume 14227, Page 164 of the Deed Records of Tarrant County, Texas (D.R.T.C.T.), and being more particularly described as follows:

BEGINNING at an "X" cut in concrete found for the northwest corner of said Lot 4, A.C. Wingate Addition, being the intersection of the east right-of-way line of Sherry Street (60' right-of-way) with the south right-of-way line of Greenway Street (50' right-of-way);

THENCE N89°49'44"E, along the south right-of-way line of Greenway Street, a distance of 950.12 feet to an "X" cut in concrete found for a corner at the northeast corner of said Lot 4, being the intersection of the south right-of-way line of Greenway Street with the west right-of-way line of Carter Drive (60' right-of-way);

THENCE S03°24'44"W, along the west right-of-way line of Carter Drive, a distance of 1.66 feet to an "X" cut in concrete found for the beginning of a curve to the left whose chord bearing is S08°45'24"E;

THENCE Southerly, along said right-of-way and curve having a central angle of 24°20'16", a radius of 215.66 feet, and an arc length of 91.61 feet to a 5/8-inch capped iron rod stamped "CARTER & BURGESS" found for the end of curve;

THENCE S20°55'32"E, continuing along said right-of-way, a distance of 102.81 feet to a 5/8-inch capped iron rod stamped "CARTER & BURGESS" found for corner, being the northeast corner of a tract of land described in deed to the Arlington Independent School District recorded in Volume 3225, Page 225, D.R.T.C.T.;

THENCE S82°13'28"W, along the north line of said AISD tract, a distance of 579.63 feet to a 5/8-inch iron rod found for corner, being the northeast corner of the aforementioned 5,000 acre City of Arlington tract of land;

THENCE S00°21'21"E, along the common line of said AISD and City of Arlington tracts, a distance of 550.07 feet to a 1/2-inch iron rod found for corner on the north right-of-way of Stonegate Street (55' right-of-way) and being on a curve to the right whose chord bearing is S87°15'30"W;

THENCE Easterly, along said right-of-way and curve having a central angle of 04°43'22", a radius of 1790.03, and an arc length of 147.55 feet to a 1/2-inch iron rod found for the end of curve;

THENCE S89°37'12"W, along said right-of-way line, a distance of 276.99 feet to an "X" cut in the concrete found for a corner at the intersection of the north right-of-way line of Stonegate Street with the east right-of-way line of Sherry Street;

THENCE N00°20'09"W, along the east right-of-way line of Sherry Street, a distance of 397.21 feet to a 1/2-inch capped iron rod stamped "MOAK SURV INC" found for a corner;

THENCE N00°26'32"W, along the east right-of-way line of Sherry Street, a distance of 424.86 feet the POINT OF BEGINNING and containing 472,190 square feet or 10.840 acres of land, more or less.

This property does not alter or remove existing deed restrictions or covenants, if any, on this property.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT, the City of Arlington Tarrant County, Texas, acting by and through the undersigned, its duly authorized agent, does hereby adopt this plat designating the hereinabove described real property as, Lot 4-R, A. C. Wingate Addition, an Addition to the City of Arlington, Tarrant County, Texas, and do hereby dedicate to the public's use the streets and easements shown thereon. This property does not alter or remove existing deed restrictions or covenants, if any, on this property.

*Elzie Odum*  
Elzie Odum  
Mayor, City of Arlington

STATE OF TEXAS §

BEFORE ME, the undersigned authority, on this day personally appeared Elzie Odum Mayor of Arlington, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, in the capacity therein stated, and as the act and deed of said city.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the 27<sup>th</sup> day of April, 2000

*Dolores Bevin*  
Dolores Bevin  
Notary Public, State of Texas



KNOWN ALL MEN BY THESE PRESENTS:

That, I, Dino J. Ferralli, a Registered Professional Land Surveyor licensed in the State of Texas, do hereby certify that this Plat is true and correct and was prepared from an actual survey made under my supervision on the ground.

*Dino J. Ferralli*  
Dino J. Ferralli/RPLS No. 3225  
4-18-00  
Date



Approved:  
City of Arlington Planning and Zoning Commission  
*February 2, 2000*  
Date

Approved:  
*[Signature]*  
Chair - Planning and Zoning Commission

Attest:  
*[Signature]*  
Secretary - Planning and Zoning Commission

PLAT REVISION  
LOT 4R,  
**A. C. WINGATE ADDITION**

BEING A REVISION OF LOT 4, A. C. WINGATE ADDITION (CABINET A, SLIDE 2461) AND A 5,000 ACRE TRACT OF LAND OUT OF THE A. C. WINGATE SURVEY, ABSTRACT NO. 1694 IN THE CITY OF ARLINGTON, TARRANT COUNTY, TEXAS, AND CONTAINING 10.842 ACRES OF LAND.

JANUARY, 2000

OWNER/DEVELOPER  
CITY OF ARLINGTON  
P.O. BOX 231  
ARLINGTON, TEXAS 76004-0231  
(817) 459-6600  
FAX (817) 459-6626

ENGINEER/SURVEYOR  
SCHRICKEL, ROLLINS, & ASSOCIATES, INC.  
1161 CORPORATE DR. WEST, SUITE 200  
ARLINGTON, TEXAS 76006  
(817) 649-3216 • METRO (817) 640-8212  
FAX (817) 649-7645

THIS PLAT FILED IN CABINET A, SLIDE # 5849, DATE 5/9/00

PR 1995 0053 001  
4106/Helen Westler Park

# Staff Report



<b>Abram Street (Cooper to Collins); Integra Realty Resources, DFW LLC, Project No. PWST10009</b>	
---	--

City Council Meeting Date: 08/23/16	Action Being Considered: Minute Order
-------------------------------------	---------------------------------------

## **RECOMMENDATION**

Authorize the execution of a professional real property appraisal services contract with Integra Realty Resources DFW, LLC, for the Abram Street (Cooper to Collins) project in an amount not to exceed \$81,500.

## **PRIOR BOARD OR COUNCIL ACTION**

None

## **ANALYSIS**

The City of Arlington plans to reconstruct Abram Street from Cooper to Collins. The project will include improving water lines, sanitary sewer, paving, drainage, landscape, traffic signals, and streetscape improvements. Most of the project will be built within the existing right-of-way, but under the current plans it will be necessary to acquire 28 additional parcels of land. The Real Property Appraisal Services Contract with Integra Realty Resources will provide real property appraisal services associated with the acquisition of property rights required to construct the project.

## **FINANCIAL IMPACT**

Funds are available in Street Bonds Funds Account No. 358504-68000-65370699.

## **ADDITIONAL INFORMATION**

Attached:	Contract
Under Separate Cover:	None
Available in the City Secretary's office:	None

## **STAFF CONTACTS**

Stuart Young Real Estate Manager Community Development and Planning 817-459-6581 <a href="mailto:Stuart.Young@arlingtontx.gov">Stuart.Young@arlingtontx.gov</a>	John M. Dugan, AICP Director Community Development and Planning 817-459-6527 <a href="mailto:John.Dugan@arlingtontx.gov">John.Dugan@arlingtontx.gov</a>
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Mindy Carmichael, P.E.  
Director  
Public Works & Transportation  
817-459-6552  
[Mindy.Carmichael@Arlingtontx.gov](mailto:Mindy.Carmichael@Arlingtontx.gov)

THE STATE OF TEXAS §  
COUNTY OF TARRANT §

**Real Property Appraisal  
Services Contract**

THIS REAL PROPERTY APPRAISAL SERVICES CONTRACT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2016, by and between the **CITY OF ARLINGTON, TEXAS**, a municipal corporation located in Tarrant County, Texas (hereinafter referred to as "CITY"), acting by and through its City Manager or his designee, and **INTEGRA REALTY RESOURCES DFW, LLC**, a limited liability company duly authorized to do business in Texas (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

WHEREAS, the CITY has recognized the need to acquire appraisals for certain interests in real property for the Abram Street Project-(Cooper to Collins) (the "Project"); and

WHEREAS, CITY desires that the CONTRACTOR provide professional property appraisal services to the extent required by Chapter 21 of the Texas Property Code or other relevant law to administer services to include but not limited to appraisal assistance; and

WHEREAS, the CONTRACTOR has the requisite professional qualifications, abilities and expertise and contracts to provide services in accordance with this Contract;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged and confessed by each of the parties hereto, the City and the CONTRACTOR have agreed and do hereby contract as follows:

**I.  
Description of Work**

A. CONTRACTOR will perform as an independent contractor nonexclusive acquisition services including appraisal services in accordance with this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of its profession, both public and private, currently practicing in the same locality under similar conditions, including

reasonable, informed judgments and prompt, timely action. If CONTRACTOR is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONTRACTOR agrees to perform those special expertise services to the appropriate local, regional or national professional standards.

- B. For the consideration hereinafter agreed to be paid to CONTRACTOR by CITY, CONTRACTOR will perform the services specified in this Contract. The services are to conform in every respect to this Professional Services Contract (hereinafter "Contract"), and the associated project fees attached as Exhibit "A".

## **II. General Conditions**

- A. CONTRACTOR guarantees that it has presently or has immediately available for the performance of the contract services, adequate equipment, and skilled personnel experienced in land appraisal and evaluation services acceptable to the CITY when and as needed. CONTRACTOR further represents that personnel employed will be of such personality and temperament that excellent relations with property owners in Project area will be reasonably assured. The CONTRACTOR shall assure that any subcontractors shall comply with this Contract and that all subcontractors shall be first approved by the CITY in its sole discretion prior to any costs being expended by or on behalf of any subcontractor.
- B. Any personnel assigned to the project shall be immediately removed at the written request of the CITY if their performance or conduct is unacceptable to the CITY in its sole discretion.
- C. CONTRACTOR will designate a principal officer who is authorized to coordinate all activities between the CITY and CONTRACTOR.
- D. It is understood and agreed that no professional services of any nature shall be undertaken under this Contract by the CONTRACTOR until CONTRACTOR is instructed in writing by the CITY's Manager or his designated representative to commence the services.

## **III. Term**

This Contract shall begin on the date first written above and shall be completed when the services are accomplished unless terminated earlier in accordance with its terms, or modified by written agreement. The City may terminate this Contract at any time for cause or for the convenience of government; provided, however, that if the City terminates this Contract solely for the convenience of government, the City must within five business days

after such termination compensate the CONTRACTOR for all authorized work performed by CONTRACTOR up to the date of termination.

**IV.  
Contractor Services**

The Services to be rendered in accordance with this Contract and the fees identified in Exhibit "A".

**V.  
Compensation**

- A. The maximum amount payable under this Contract is eighty-one thousand-five hundred dollars (\$81,500); provided, however, that the Contractor shall complete all authorized work under this Contract regardless of whether such maximum amount payable under this Contract has already been paid, it being the express intention of the parties that the risk of any cost overruns for the work under this Contract shall be borne by the CONTRACTOR. The City will reimburse CONTRACTOR only for specifically authorized work.
  
- B. CITY agrees to compensate CONTRACTOR for appraisal services performed in accordance with this Contract only up to the maximum amount stated above. Update appraisals and litigation support, if necessary, will be contracted separately. Each month, CONTRACTOR will submit to CITY an invoice for Services performed by CONTRACTOR during the previous month. Each invoice shall show the work completed on the project, a detailed descriptions of the work performed, and the total of the invoice amount as well as a running total balance. Within thirty (30) days of receipt of the invoices, CITY shall make monthly payments in the amount shown by CONTRACTOR's approved monthly statements and other documentation submitted.
  
- C. Nothing contained in this Contract shall require CITY to pay for any work that does not meet or comply with the Uniform Standards of Professional Appraisal Practice ("USPAP") or which is not submitted in compliance with the terms of this Contract, nor shall this section constitute a waiver of any right, at law or in equity, which CITY may have if CONTRACTOR is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

**VI.  
Monies Withheld**

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

**VII.  
Notices**

All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, messenger, telecopy or reputable overnight courier, and shall be deemed given when received at the addresses of the parties set forth below, or at such other address furnished in writing to the other parties hereto.

If to the City:	City of Arlington Stuart E. Young Real Estate Manager 101 West Abram Street Arlington, Texas 76010
with copies to:	City Attorney 201 East Abram Street, Suite 300 Arlington, Texas 76010
If to the CONTRACTOR:	Integra Realty Resources DFW, LLC c/o Colt Jones 930 W. First Street, Suite 400 Fort Worth, Texas, 76102

**VIII.**  
**Incorporation**

Exhibit "A" and the 'WHEREAS' statements above are incorporated in this Contract for all intents and purposes.

**IX.**  
**Insurance**

- A. CONTRACTOR shall, at its own expense, 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 CONTRACTOR has obtained all the insurance required under this Contract and such insurance has been approved by CITY, nor shall the CONTRACTOR allow any subcontractor to commence work on its own subcontract until all similar insurance of the subcontractor has been obtained and approved; provided, however, that CONTRACTOR's failure to obtain insurance as required under this Contract shall be a breach by CONTRACTOR of its obligations hereunder and not a condition to CONTRACTOR's performance. The insurance requirements shall remain in effect throughout the term of this Contract.
1. Worker's Compensation Insurance, as required by law; 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 CONTRACTOR's liability for injury to or death of employees of CITY and third parties, extended to include personal injury liability coverage and for damage to property of third parties, with a combined bodily injury and property damage minimum limit of \$1,000,000.00 per occurrence and \$2,000,000 aggregate.
  3. 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: CONTRACTOR 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. CONTRACTOR shall maintain this policy for a

period of four (4) years after the completion of the project or shall purchase extended reporting period or "tail" coverage.

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

1. Name CITY as an additional insured on General Liability and Automobile Liability policies;
2. Each policy will require that thirty (30) days prior to the expiration, cancellation or nonrenewal, a notice thereof shall be given to CITY by certified mail to:

Risk Manager  
City of Arlington  
Post Office Box 231  
Arlington, Texas 76004-0231

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

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 CONTRACTOR, 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. All liability policies required herein shall be written with an "occurrence" basis coverage trigger, unless expressly permitted otherwise in this Contract.

D. CONTRACTOR agrees to the following:

1. On all policies except Professional Liability, 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 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 CONTRACTOR 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 CONTRACTOR;
3. Approval, disapproval or failure to act by CITY 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. 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.**

**Right to Inspect Records**

- A. CONTRACTOR agrees that CITY shall have access to and the right to examine any relevant books, documents, papers and records of CONTRACTOR or CONTRACTOR's subcontractor involving transactions relating to this Contract. CONTRACTOR agrees that CITY shall have access during normal working hours to all CONTRACTOR and subcontractor facilities and shall be provided adequate and appropriate work space in order to conduct audits.
- B. CONTRACTOR further agrees to include in subcontract(s), if any, a provision that any subcontractor agrees that CITY shall have access to and the right to examine any relevant books, documents, papers and records involving transactions relevant to this Contract, and further, that CITY shall have access during normal working hours to all CONTRACTOR or subcontractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits.

**XI.  
Indemnification**

**CONTRACTOR does hereby agree to waive all claims, release, indemnify, defend and hold harmless the 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, losses, damages, attorney's fees, including all expenses of litigation or settlement or causes of action, which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this contract occasioned by error, omission, or negligent act, or the willful misconduct, of CONTRACTOR, its officers, agents, employees, CONTRACTOR's invitees or any other persons, with regard to the performance of this contract, and CONTRACTOR will at its own cost and expense defend and protect CITY against any and all such claims and demands.**

**XII.  
Independent Contractor**

CONTRACTOR's status shall be that of an Independent Contractor and not an agent, servant, employee or representative of CITY in the performance of this Contract. No term or provision of or act of CONTRACTOR or CITY under this Contract shall be construed as changing that status. CONTRACTOR will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, subcontractors. The doctrine of respondeat superior shall not apply between CITY and CONTRACTOR, its officers, agents, employees, Contractors or subcontractors.

**XIII.  
No Joint Venture**

Nothing contained in this Contract is intended by the parties to create a partnership or joint venture between CONTRACTOR, on the one hand, and the City on the other hand and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Contract does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever.

**XIV.  
Default**

CITY reserves the right to terminate this Contract immediately upon breach of any term or provision of this Contract by CONTRACTOR; or, if at any time during the term of this Contract, CONTRACTOR shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then CITY shall have the right, if CONTRACTOR 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 therefore. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY. If after exercising any such remedy due to CONTRACTOR's nonperformance under this Contract, the increased 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 CONTRACTOR hereunder, CONTRACTOR shall be liable for and shall reimburse CITY for such increases. Without limiting the generality of the foregoing sentence and by way of example and not limitation, CONTRACTOR would be liable for such increased costs as the cost of services performed under a replacement contract in excess of the costs contemplated in this Contract, any costs associated with identifying a replacement service provider and entering into a replacement contract, and the CITY's legal fees arising as a result of CONTRACTOR's breach hereunder.

**XV.  
Conflict of Interest**

CONTRACTOR covenants and agrees that CONTRACTOR, its associates, employees and subcontractors, if any, will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the Services called for under this Contract. All activities, investigations and other efforts made by CONTRACTOR pursuant to this Contract will be conducted by employees, associates or subcontractors of CONTRACTOR. CONTRACTOR shall not perform any services comparable to the services provided hereunder within one mile of the Project area without the CITY's prior written approval.

**XVI.  
Successors and Assigns**

CITY and CONTRACTOR each binds himself and his successors, executors, administrator 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 CONTRACTOR shall assign or transfer its interest herein without the prior written consent of the other in such party's sole discretion.

**XVII.  
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 laws. CONTRACTOR will make any and all reports required per Federal, State or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONTRACTOR's income. This Contract is located in Tarrant County, Texas, for all purposes including performance and execution. 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.

**XVIII.  
Severability**

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

**XIX.  
Remedies**

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

**XX.  
Entire Agreement**

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

**XXI.**  
**Headings**

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

**XXII.**  
**Nondiscrimination**

CONTRACTOR 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. CONTRACTOR shall take action to ensure that applicants are employed, and that employees are treated during their employment 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 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. CONTRACTOR shall take commercially reasonable efforts to ensure that any subcontractors comply with the foregoing terms and conditions.

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

In performing this Agreement, CONTRACTOR 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 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 Agreement, CONTRACTOR 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 Agreement. Further, CONTRACTOR covenants to abide by the guidelines set forth in Section 335.076, Local Government Code, as amended, regarding contracts with historically underutilized business (as defined by Statute).

**XXIV.**  
**No Third Party Beneficiary**

For purposes of this contract, including its intended operation and effect, CITY and CONTRACTOR specifically agree 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 persons or entities may be in a contractual relationship with CITY or CONTRACTOR 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 CONTRACTOR.

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

**INTEGRA REALTY RESOURCES DFW,  
LLC**

BY M. Colt Jones  
COLT JONES  
DIRECTOR

**CITY OF ARLINGTON, TEXAS**

BY \_\_\_\_\_  
JAMES F. PARAJON, AICP  
DEPUTY CITY MANAGER

ATTEST:

\_\_\_\_\_  
MARY W. SUPINO,  
City Secretary

APPROVED AS TO FORM:

TERIS SOLIS, City Attorney

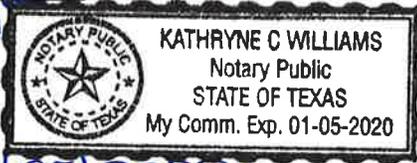
BY \_\_\_\_\_

THE STATE OF TEXAS                    §                    **INTEGRA REALTY RESOURCES**

COUNTY OF TARRANT                    §  
   §                    **Acknowledgment**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **COLT JONES**, 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 **Integra Realty Resources DFW, LLC** and as Director 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 16th day of August, 2016.



Kathryn C. Williams  
Notary Public in and for  
The State of TEXAS.

01/05/2020  
My Commission Expires

KATHRYNE C. WILLIAMS  
Notary's Printed Name

THE STATE OF TEXAS                    §  
   §                    **City Acknowledgment**  
COUNTY OF TARRANT                    §

BEFORE ME, a Notary Public in and for the State of Texas, on this day personally appeared **JAMES F. PARAJON**, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that same was the act of said **CITY OF ARLINGTON, TEXAS**, a municipal corporation of the State of Texas, 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 in and for  
The State of Texas

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary's Printed Name

## EXHIBIT "A" PROJECT FEES

Parcel ID	AREA SQ. FT.	PROPERTY ADDRESS	LEGAL DESCRIPTION	OWNER NAME	Appraisal Fee (Cost)
ROW-1	989	615 W. Abram St. Arlington, TX	Lot 58R Sol Davis Addition	Abrms Business Inc.	\$ 3,250.00
ROW-6	1,294	501 W. Abram St. Arlington, TX 76010	Tracts 116 & 117 Sol Davis Addition	Melissa R. Martin	\$ 2,250.00
ROW-9	1,016	311 W. Abram St. Arlington, TX 76010	Blk 43 Lot 1R Arlington Original Town Addition	Roy & Shirley Brew	\$ 3,250.00
ROW-10	2,881	301 W. Abram St. Arlington, TX 76010	Blk 44 Lot 5 Arlington Original Town Addition	Unknown	\$ 3,250.00
ROW-16	1,527	401 E. Abram St. Arlington, TX 76010	Blk 56 Lot 1R Arlington Original Town Addition	Janelle B. Scott	\$ 3,250.00
ROW-17	353	501 E. Abram St. Arlington, TX 76010	Blk 2 Lot 7 Cravens Addition	501 Abram LLC	\$ 3,250.00
ROW-18	1,122	505 E. Abram St. Arlington, TX 76010	Blk 2 Lot 9 Cravens Addition	Mark & Belinda Gist	\$ 3,250.00
ROW-19	2,339	509 E. Abram St. Arlington, TX 76010	Blk 2 Lot 10R Cravens Addition	Elder Family Ltd Partnership	\$ 3,250.00
ROW-28	590	803 E. Abram St. Arlington, TX 76010	Sol Davis Survey Abstract: 425	Elbert Lockard & James Lockard	\$ 3,250.00
ROW-31 & DE	2,045	211 S. Cooper St. Arlington, TX 76010	Lot 25-AR George Lampe Addition	State of Texas Attn: UTA	\$ 2,250.00
ROW-33	1,284	410 W. Abram St. Arlington, TX 76010	Blk B George Lampe Addition	Happy King Trusts Attn: Southwest Bank Attn: Tod Miller	\$ 3,250.00
ROW-34	401	406 W. Abram St. Arlington, TX 76010	John Huit Survey Abstract: 703 Tract: 5	DCK Investments LLC	\$ 3,250.00
ROW-35	1,453	400 W. Abram St. Arlington, TX 76010	Blk 75 Lot 1	Mission Metroplex Inc.	\$ 3,250.00
ROW-36A, 36B	1,455	312 W. Abram St. Arlington, TX 76010	Blk 76R Arlington Original Town Addition	Southwestern Bell Telephone Company	\$ 3,250.00
ROW-37	747	200 W. Abram St. Arlington, TX 76010	Blk 77 Lot 1 thru 6 & part of closed street and Blk 46 Lot 5 Arlington Original Town Addition	First Baptist Church	\$ 2,250.00
ROW-41	887	200 E. Abram St. Arlington, TX 76010	Blk 80 Lot 4, 5 & 6 & Blk 51 LT 5 & S PT 4 200 E. Abram LTD & PT Aband alleys E & S		\$ 3,250.00
ROW-42	598	212 E. Abram St. Arlington, TX 76010	Blk 80 Lot 1A Arlington Original Town Addition	Rush Creek Properties LP	\$ 3,250.00
ROW-43	2,349	300 E. Abram St. Arlington, TX 76010	Blk 81R Lot 1R1A Arlington Original Town Addition	3004 HOP LTD Attn: Mike Thomas	\$ 3,250.00
ROW-44	385	318 E. Abram St. Arlington, TX 76010	Blk 54 Lot 4B Arlington Original Town Addition	Nguyen Dohr Thang HOA	\$ 3,250.00
ROW-45	760	322 E. Abram St. Arlington, TX 76010	Blk 54 Lots 4-5 and Blk 81 Part of Lot 1 Arlington Original Town Addition	Casa Rosa Properties	\$ 3,250.00
ROW-46	377	407 E. South St. Arlington, TX 76010	Blk 82 Lot 1R1	Randy & Sarah Ford	\$ 3,250.00
ROW-47	5,525	504 E. Abram St. Arlington, TX 76010	John Huit Survey Abstract: 703 Tracts: 49, 50, 51, 52, 53, & 53A	Daniel Partners LTD	\$ 3,250.00
ROW-49	411	800 E. Abram St. Arlington, TX 76010	John Huit Survey Abstract: 703 Tract: 62	Jesus J. & Carmen L. Mendoza	\$ 3,250.00
ROW-50	324	806 E. Abram St. Arlington, TX 76010	John Huit Survey Abstract: 703 Tract: 63	Frazier Real Estate Holdings	\$ 3,250.00

EXHIBIT "A"  
PROJECT FEES

ROW-51	2,948	814 E. Abram St. Arlington, TX 76010	John Huit Survey Abstract: 703 Tract: 64	Tarcen Properties Inc.	\$ 3,250.00
ROW-52	1,951	820 E. Abram St. Arlington, TX 76010	Bill Benton Subdivision Lot 1A	Abram Collins LTD	\$ 3,250.00
TOTAL					\$ 81,500.00

# Staff Report



<b>Contract with HillCo Partners</b>	
City Council Meeting Date: 8-23-16	Action Being Considered: Minute Order

## **RECOMMENDATION**

Adopt a minute order to authorize the City Manager or his designee to execute a renewal and modification of a professional services contract with HillCo Partners for state legislative consulting services in an estimated amount of \$161,000. The contract is subject to FY 2017 and FY 2018 budget approval.

## **PRIOR BOARD OR COUNCIL ACTION**

In 2010, after a solicitation for state legislative consultant services, the Council authorized a contract with HillCo Partners to represent the City on state legislative matters. The contract was renewed in 2012 for a period of two years. That contract expired on September 30, 2014.

On October 14, 2014, the City Council authorized a new two-year contract with an optional two-year renewal with HillCo Partners for representation on state legislative matters. The initial contract expires on September 30, 2016.

## **ANALYSIS**

Staff proposes that the City enter into a contract with HillCo Partners. This is a renewal from the initial two year contract that was entered into October 1, 2014. The renewal provision, which was included as an option in the original contract, is for two years, running from October 1, 2016 to September 30, 2018.

The negotiated contract renewal provides that the City will pay a rate of \$7,500 per month during the 84<sup>th</sup> regular legislative session or any special session related to the City and its interests and, a rate of \$6,500 per month during any interim session periods covered by the contract. This rate includes all travel and out-of-pocket costs.

The public purpose of retaining the services of a state legislative consultant is to assist in communication with the State Legislature and various state agencies and offices about the City's views on pending legislation or rules that could affect the public health, safety and welfare of Arlington's residents. Funding is available in account number 150501-61043.

## **FINANCIAL IMPACT**

<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>
\$ 83,000	\$ 78,000	\$0

## **ADDITIONAL INFORMATION**

Attached:	Contract
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](mailto:Jennifer.Wichmann@arlingtontx.gov)

Jay Warren  
Marketing Communications Manager  
(817) 459-6412  
[Jay.Warren@arlingtontx.gov](mailto:Jay.Warren@arlingtontx.gov)

THE STATE OF TEXAS §

THE COUNTY OF TARRANT § FIRST CONTRACT RENEWAL  
AND MODIFICATION

THIS CONTRACT RENEWAL AND MODIFICATION is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **CITY OF ARLINGTON**, Tarrant County, Texas, a municipal corporation, hereinafter called "CITY" and **HILLCO PARTNERS**, having its principal place of business at 823 Congress Ave., Austin, TX 78701 (hereinafter referred to as "Consultant") for the provision of public affairs consulting services related to the Client.

WITNESSETH:

WHEREAS, On October 14, 2014, the City Council authorized a two-year contract ("the Contract") with an optional two-year renewal with HillCo Partners for representation on state legislative matters; and

WHEREAS, The initial contract is set to expire on September 30, 2016 and CITY believes it is in the best interest of the City to exercise the option to renew the contract for another two years; and

WHEREAS, CITY and CONSULTANT desire to renew the Contract and make certain modifications another two year term; NOW THEREFORE,

In consideration of the foregoing, and for other good and valuable consideration, the parties agree as follows:

I.

The CITY and CONSULTANT agree to exercise the first renewal of the Contract and extend the contract as modified for two years.

The term of this renewal and extension will be for a period of Twenty Four (24) months, beginning from the first day of October, 2016, and ending on September 30, 2018.

II.

The contract is modified to change the compensation for professional service during renewal term to be as follows:

a. \$7,500 per month for the months that the State Legislature is either in Regular Session, or in a specially called session which is related to the City and its interests, and \$6,500 per month for the remainder of the months. Consultant agrees that such fixed sum shall be full compensation for all services performed including travel and other office expenses. The fee will be billed on or about the first of each month.

b. Payment shall be made to 823 Congress Ave., Austin, TX 78701.

Except as modified herein the terms of this renewal shall be the same as the Contract approved on October 14, 2014 as modified and the Contract as modified is incorporated herein as if written word for word. The terms and conditions of the Contract as modified 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 renewal and the Contract as modified, this renewal shall govern and control.

The CONTRACTOR recognizes that this Contract Renewal shall commence on the day first written above and continue in full force and effect until termination in accordance with its provisions.

IN WITNESS WHEREOF, the parties hereto execute this modification.

**HILLCO PARTNERS**

BY: \_\_\_\_\_  
\_\_\_\_\_

ATTEST:

CITY OF ARLINGTON, TEXAS

\_\_\_\_\_  
Mary W Supino, City Secretary

\_\_\_\_\_  
Jennifer Wichmann  
Management Resources Director

APPROVED AS TO FORM:  
Teris Solis, City Attorney

By: \_\_\_\_\_

STATE OF TEXAS §

**QUESTCARE**  
**ACKNOWLEDGMENT**

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, who is known to me or who was proved to me 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 executed same for and as the act and deed of HILLCO PARTNERS, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Notary Public In and For  
The State of Texas

\_\_\_\_\_  
Notary's Printed Name

My Commission Expires \_\_\_\_\_

THE STATE OF TEXAS

**Municipal Acknowledgment**

COUNTY OF TARRANT

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

(SEAL)

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

\_\_\_\_\_  
Notary's Printed Name

Commissions Expires: \_\_\_\_\_

# Staff Report



## Contract with CapitalEdge Strategies, LLC

City Council Meeting Date: 8-23-16 | Action Being Considered: Minute Order

### **RECOMMENDATION**

Adopt a minute order to authorize the City Manager or his designee to execute a two-year professional services contract with CapitalEdge Strategies, LLC, for federal legislative consulting services in an amount not to exceed \$67,750 a year or a total amount of \$135,500. The contracts are subject to FY2017 and FY2018 budget approval.

### **PRIOR BOARD OR COUNCIL ACTION**

On September 16, 2014, City Council approved a resolution authorizing the execution of a professional services contract with CapitalEdge Strategies, LLC, for legislative consulting services associated with the executive and legislative branches of the federal government. The contract expires on September 30, 2016.

### **ANALYSIS**

In response to a Request for Qualifications, two firms submitted proposals to provide federal legislative consulting services for the City of Arlington.

Based on the results by an evaluation panel, staff proposes a contract with CapitalEdge Strategies, LLC, for a period of two years. The proposed rate for the contract is \$5,645.83 per month, or \$67,750 a year. This rate includes all travel and out-of-pocket costs. The contract term is from October 1, 2016, through September 30, 2018. The public purpose of retaining the services of a federal legislative consultant is to assist in communication with the federal government and various federal agencies about the City's views on pending legislation or rules that could affect the public health, safety and welfare of Arlington's residents. Subject to FY2017 and FY2018 budget approval, funding is available in account number 150501-61043.

### **FINANCIAL IMPACT**

<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>
\$ 67,750	\$ 67,750	\$0

### **ADDITIONAL INFORMATION**

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

### **STAFF CONTACT(S)**

Jennifer Wichmann Management Resources Director (817) 459-6408 <a href="mailto:Jennifer.Wichmann@arlingtontx.gov">Jennifer.Wichmann@arlingtontx.gov</a>	Jay Warren Marketing Communications Manager (817) 459-6412 <a href="mailto:Jay.Warren@arlingtontx.gov">Jay.Warren@arlingtontx.gov</a>
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**PERSONAL SERVICES AGREEMENT**

**Between the City of Arlington, Texas**

**and**

**CapitalEdge Strategies, LLC  
Washington, D.C.**

WHEREAS, the City of Arlington, ("City"), in consultation with other major cities in Texas, has determined that there is a need for jointly sponsored Washington representation; and

WHEREAS, this need is particularly pressing in relation to:

1. information about legislative and executive action on issues of common interest,
2. transmitting City positions on these issues to the Congressional delegation and to the Administration, and
3. obtaining individual City service to pursue defined projects or individual legislative priorities; and

WHEREAS, Ralph Garboushian, due to the concurrent participation of other Texas cities has unique qualifications and experience that no other person can offer the city during this period of time; and

WHEREAS, Ralph Garboushian is known to the Cities and is capable of and willing to undertake such representation in Washington as a personal services contract exempt from competitive bidding in accordance with Section 252.022 (a) of the Texas Local Government Code;

NOW, THEREFORE, the City of Arlington, in association with and recognizing the concurrent participation of the Cities of Austin, Dallas, and Denton (collectively, the "Cities"), enters into this personal services agreement with CapitalEdge Strategies, LLC. ("Consultant").

## I. OBLIGATIONS OF THE CONSULTANT

- A. The Consultant will operate a unit to act as a Washington office for the Cities and head this unit and as Washington Assistant to the Cities. The Consultant will furnish requisite staff, office space, utilities, furnishings, and equipment, secretarial services, common-use office supplies and services, and general administrative support.
- B. The Consultant will consult with the "Committee" (see Section IIC) to determine issues of specific interest to the Cities and to determine policies and positions which the Cities as a group hold and wish to be pursued. In cases in which the City positions differ from or conflict with the Cities' group position, the Consultant will consult with the City and the Committee to determine the proper course of action.
- C. Information.
  - 1. The Consultant will provide regular information on Washington issues and events of interest to the Cities. This will be done by:
    - a) a regular "Washington Report,"
    - b) written reports, bulletins, and memoranda on developments regarding Texas-specific issues, and
    - c) direct phone contact.
  - 2. The Consultant will present federal affairs briefings for the Cities at times and places specified by the Committee.
- D. Congressional Relations.

The Consultant will establish and maintain on a regular basis contact with the Texas Senators and the Cities' delegation in the House of Representatives.
- E. Administrative Relations.

The Consultant will advise and consult on behalf of the City with the White House and the following federal agencies or departments: Commerce, SBA, Treasury, HUD, Labor, HHS, DOT, EPA, Interior, Justice, DOE, and such other agencies, departments and commissions as may be necessary to the performance of Washington service to the City.

## II. OBLIGATIONS OF THE CITY

- A. The City will contract with the Consultant for specified services for a period of two years, commencing October 1, 2016 and ending September 30, 2018.
- B. The cost of this Contract is \$67,750 annually which will be paid monthly in advance as a retainer of \$5,645.83. Cost includes all travel and out of pocket expenses.
- C. The Committee.
  - 1. The City will appoint a member to a Committee of the Cities associated in this effort. The Committee will appoint its own chairperson and determine the times and places of its meetings. The functions of the Committee are:
    - a) to determine common positions on federal issues which the Consultant is to pursue on behalf of the Cities.
    - b) to discuss apparent conflicts or differences on issues or projects which may arise among the Cities and to resolve them in terms of a course of action for the Consultant.
    - c) to monitor the function and operation of the Washington office to determine if it is fulfilling the goals and objectives for which it was designed.
    - d) to authorize travel and other reimbursable expenses to be incurred for the common purposes of the Cities.
- D. General.
  - 1. The City will inform the Consultant of the person(s) authorized to request services and to serve as the chief contact.
  - 2. The City will supply the Consultant with a summary of the federal programs in which the City is participating and other information necessary to an understanding of the City's purposes in relation to the federal government.

**III. THE CITY AND THE CONSULTANT AGREE THAT CERTAIN EXCLUSIONS SHALL APPLY.**

- A. The Consultant will not:
1. Directly or indirectly participate in or intervene in any political campaign on behalf of or in opposition to any candidate for city office.
  2. Will not represent the interests of local constituents in pursuit of federal business.
  3. By virtue of this agreement, represent other local agencies in the City except those which are instrumentalities or agencies of the City.
  4. Perform any legal, engineering, accounting, or other similar professional services.

**IV. THE CITY AND THE CONSULTANT AGREE**

- A. Either party may terminate this agreement at any time by giving the other at least thirty (30) days' written notice.
- B. This agreement shall take effect on October 1, 2016.

**V. PROFESSIONAL COMPETENCY**

- A. The Consultant agrees that in the performance of these personal services, Consultant shall be responsible to the level of competency and shall use the same degree of skill and care presently maintained by other practicing professionals performing the same or similar types of work. For the purpose of this Agreement, the key person who will be performing most of the work hereunder shall be Ralph Garboushian. However, nothing herein shall limit Consultant from using other qualified and competent members of his firm to perform the services required herein so long as they are working in a support role to Mr. Garboushian.
- B. The City shall be able to make copies of any reports and documents prepared or obtained under the terms of this Agreement. The City shall be able to use copies of these reports and documents without restriction on their use and without further compensation to Consultant.
- C. If a party provides information or materials indicated to be confidential, the receiving party will maintain the confidentiality of such matters and not disclose any such information except in proper performance of this contract and as required by law.

- D. Consultant agrees to fully comply with the applicable state and federal ethics laws concerning legislative advocacy conflicts of interests. Consultant agrees to exercise extreme care and to undertake preemptive measures to avoid conflicts, unintended and otherwise, which may arise in the future. If any such conflict should develop, Consultant agrees to bring that fact immediately to the attention of both clients for resolution. Consultant agrees that their clients shall be the sole judge of whether or not a conflict exists and whether any such conflict has been adequately resolved.

The Consultant agrees to provide the City with a complete list of all newly acquired legislative consulting clients on a monthly basis. By signing this Agreement, the Client is affirming that they have received a complete listing of the Consultant's legislative consulting clients and that as of the execution date of this Agreement no direct conflicts of interests currently exist.

Additionally, the Consultant agrees to notify the City of any legislative work it is involved with on behalf of other clients which may pose a conflict of interest or be in opposition to the City's agenda or interests. This notification shall be on a monthly basis.

## **VI. ESTABLISHMENT AND MAINTENANCE OF RECORDS**

Full and accurate records shall be maintained by the Consultant at its place of business with respect to all matters covered by this Agreement. Such records shall be maintained for a period of at least three years after receipt of final payment under this Agreement.

## **VII. AUDITS AND INSPECTION**

At any time during normal business hours and upon reasonable notice to the Consultant, there shall be made available to the City all of the Consultant's records with respect to all matters covered by this Agreement. The Consultant shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of contracts, invoices, materials, and other data relating to all matters covered by this Agreement.

## **VIII. INDEMNITY AND INDEPENDENT CONTRACTOR RELATIONSHIP**

- A. THE CONSULTANT SHALL PERFORM ALL SERVICES AS AN INDEPENDENT CONTRACTOR NOT UNDER THE DIRECT SUPERVISION AND CONTROL OF THE CITY. NOTHING HEREIN SHALL BE CONSTRUED AS CREATING A RELATIONSHIP OF EMPLOYER AND EMPLOYEE BETWEEN THE PARTIES. THE CITY AND CONSULTANT AGREE TO COOPERATE IN THE DEFENSE OF CLAIMS, ACTIONS, SUITS, OR PROCEEDINGS OF ANY KIND BROUGHT BY A THIRD

PARTY WHICH MAY RESULT FROM OR DIRECTLY OR INDIRECTLY ARISE FROM ANY NEGLIGENCE AND/OR ERRORS OR OMISSIONS ON THE PART OF THE CONSULTANT OR FROM ANY BREACH OF THE CONSULTANT'S OBLIGATIONS UNDER THIS AGREEMENT. IN THE EVENT OF ANY LITIGATION OR CLAIM UNDER THIS AGREEMENT IN WHICH THE CITY IS JOINED AS A PARTY, CONSULTANT SHALL PROVIDE SUITABLE COUNSEL TO DEFEND CITY AND CONSULTANT AGAINST SUCH CLAIM, PROVIDED THE CONSULTANT SHALL HAVE THE RIGHT TO PROCEED WITH THE COMPETENT COUNSEL OF ITS OWN CHOOSING. THE CONSULTANT AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY AND ALL OF ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES AGAINST ANY ALL SUCH CLAIMS TO THE EXTENT OF COVERAGE BY CONSULTANT'S COMMERCIAL LIABILITY POLICY AS DESCRIBED IN PARAGRAPH C. THE CONSULTANT AGREES TO PAY ALL EXPENSES, INCLUDING, BUT NOT LIMITED TO ATTORNEY'S FEES, AND SATISFY ALL JUDGMENTS WHICH MAY BE INCURRED OR RENDERED AGAINST THE CONSULTANT'S COMMERCIAL LIABILITY INSURANCE POLICY. NOTHING HEREIN CONSTITUTES A WAIVER OF ANY RIGHTS OR REMEDIES THE CITY MAY HAVE TO PURSUE UNDER EITHER LAW OR EQUITY, INCLUDING, WITHOUT LIMITATION, A CAUSE OF ACTION FOR SPECIFIC PERFORMANCE OR FOR DAMAGES, A LOSS TO THE CITY RESULTING FROM CONSULTANT'S NEGLIGENT ERRORS OR OMISSIONS, OR BREACH OF CONTRACT, AND ALL SUCH RIGHTS AND REMEDIES ARE EXPRESSLY RESERVED.

- B. 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 Client, 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 limits 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 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; or separate limits of \$250,000 for bodily injury (per person), \$500,000 bodily injury (per accident), and \$100,000 for property damage.
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 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 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.

C. Each insurance policy to be furnished by Consultant shall include the following conditions by endorsement to the policy:

1. Name Client 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 Client by certified mail to:

Risk Manager  
City of Arlington MS# 63-0790  
P.O. Box 90231  
Arlington, Texas 76004-3231

*However, if the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to Client is required; Consultant shall also notify Client 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.
- D. 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 Washington, D.C.; and
  3. The General and Automobile liability policies required herein shall be written with an "occurrence" basis coverage trigger.
- E. 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.

**IX. COMPLIANCE WITH LAWS**

The consultant shall comply with all applicable laws.

**X. GOVERNING LAW**

This agreement shall be governed by the laws of the State of Texas, venue and jurisdiction of any suit or cause of action arising under this agreement shall lie exclusively in a court of competent jurisdiction sitting in Arlington, Texas.

In witness hereof, the City of Arlington, Texas, has caused this agreement to be executed by its duly authorized City Manager and Consultant has executed this agreement through its duly authorized President, dated this \_\_\_\_\_ day of 2016.

FOR THE CITY OF ARLINGTON, TEXAS

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Jennifer Wichmann  
Director of Management Resources

Attest:

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Mary W. Supino  
City Secretary

FOR CAPITALEDGE STRATEGIES, LLC

---

Ralph Garboushian  
CapitalEdge Strategies, LLC  
1212 New York Ave, NW  
Washington, DC 20005  
202-842-5430

Federal Employer ID #: 27-0248027

Approved to legal form:

By: \_\_\_\_\_  
Teris Solis, City Attorney

# Staff Report



<b>Designation of Reinvestment Zone Number Forty-Four – Big Zilla Development of Texas, LLC.</b>	
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City Council Meeting Date: August 23, 2016	Document Being Considered: Ordinance
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## **RECOMMENDATION**

Consider the second 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.

On August 2, 2016, following the public hearing, City Council approved the first reading of the subject ordinance.

## **ANALYSIS**

City Council held 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 the subject ordinance is approved, City Council will consider 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.

## **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](mailto:bruce.payne@arlingtontx.gov)

Alex Anne Agnor  
Economic Development Coordinator  
817-459-6155  
[alex.agnor@arlingtontx.gov](mailto: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

(2)

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.

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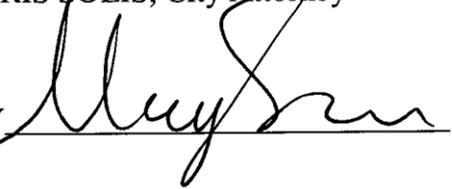
W. JEFF WILLIAMS, Mayor

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;

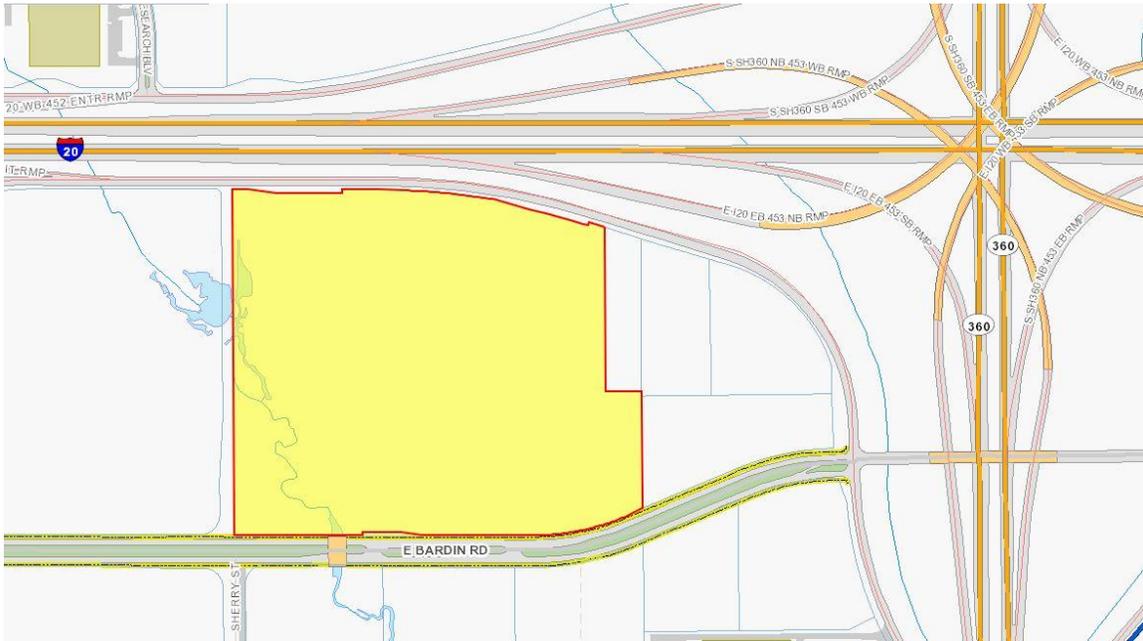
THENCE NORTH 00°25'18" WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID SHERRY STREET AND THE WEST LINE OF SAID I-20 TRACT RECORDED IN VOLUME 5073, PAGE 400, D.R.T.C.T., A DISTANCE OF 1395.27 FEET TO THE PLACE OF BEGINNING AND CONTAINING 48.629 ACRES (2,118,270 SQUARE FEET) OF LAND, MORE OR LESS.

**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



<b>2016 Homeland Security Grants</b>	
City Council Meeting Date: 08-23-16	Document Being Considered: Resolution

## **RECOMMENDATION**

Approve a resolution authorizing acceptance of a grant totaling \$2,756,196.28 from the Office of Domestic Preparedness (ODP) / Department of Homeland Security (DHS). The grant is for the following areas:

- Urban Area Security Initiative (UASI) \$1,276,098.16
- Urban Area Security Initiative (UASI) LETPA \$1,378,098.12
- Urban Area Security Initiative (UASI) M&A \$102,000.00

Homeland Security Grants Total: \$2,756,196.28

## **PRIOR BOARD OR COUNCIL ACTION**

On November 8, 2005, City Council approved Resolution 05-683, authorizing acceptance of FY2005 grants from the ODP/DHS in the amount of \$3,702,711.00.

On October 17, 2006, City Council approved Resolution 06-519, authorizing acceptance of FY2006 grants from the ODP/DHS in the amount of \$2,568,554.69.

On November 6, 2007, City Council approved Resolution 07-681, authorizing acceptance of FY2007 grants from the ODP/DHS in the amount of \$3,821,025.00.

On December 2, 2008, City Council approved Resolution 08-450, authorizing acceptance of FY2008 grants from the ODP/DHS in the amount of \$3,791,484.17.

On October 27, 2009, City Council approved Resolution 09-328, authorizing acceptance of FY2009 grants from the ODP/DHS in the amount of \$3,676,519.48.

On November 16, 2010, City Council approved Resolution 10-337, authorizing acceptance of FY2010 grants from the ODP/DHS in the amount of \$5,086,911.64.

On December 6, 2011, City Council approved Resolution 11-420, authorizing acceptance of FY2011 grants from the ODP/DHS in the amount of \$4,777,914.10.

On October 30, 2012, City Council approved Resolution 12-293, authorizing acceptance of FY2012 grants from the ODP/DHS in the amount of \$2,541,812.17.

On October 29, 2013, City Council approved Resolution 13-284, authorizing the acceptance of FY2013 grants from the ODP/DHS in the amount of \$2,493,337.84.

On October 14, 2014, City Council approved Resolution 14-262, authorizing the acceptance of FY2014 grants from the ODP/DHS in the amount of \$2,791,860.00.

On November 17, 2015, City Council approved Resolution 15-288, authorizing the acceptance of FY2015 grants from the ODP/DHS in the amount of \$2,833,895.64.

**ANALYSIS**

**Discussion – Urban Area Security Initiative**

The City of Arlington was designated as a UASI recipient city in 2005. In 2006, Arlington was merged with the cities of Dallas and Fort Worth in the Dallas/Fort Worth/Arlington UASI Urban Area (UA). In 2015, the Dallas/Fort Worth/Arlington UA was again awarded UASI grant funds.

The core cities of Dallas, Fort Worth and Arlington manage and direct the UASI grant process for the urban area. The principal points of contact (PPOCs) for the three “core cities” work together to determine funding allocations based on the needs of the core cities and regional partners as directed by federal UASI grant guidelines. Fire Chief Don Crowson serves as the City of Arlington’s PPOC.

Beginning in 2008, due to a Congressional mandate, DHS began requiring at least 25% of UASI funding be used for law enforcement programs. This allocation of UASI funding will enhance the City of Arlington’s Law Enforcement capability through the use of the UASI-Law Enforcement Terrorist Prevention Activities (LETPA). Management and Administration funding (M&A) of the UASI grant is utilized to fund the management, administration and organizational activities of the UASI grant by the local government.

UASI funds will be used to enhance and sustain existing preparedness and response capabilities and terrorism prevention activities.

1. FY 2016 UASI amount	\$1,276,098.16
2. FY 2016 UASI-LETPA amount	\$1,378,098.12
3. FY 2016 UASI-Management & Administration amount	\$102,000.00
<b>FY 2016 Homeland Security Grant funding total:</b>	<b>\$2,756,196.28</b>

**FINANCIAL IMPACT**

None. All projects will be funded with UASI grant funds.

**ADDITIONAL INFORMATION**

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

**STAFF CONTACT(S)**

Don Crowson Fire Chief 817-459-5501 <a href="mailto:don.crowson@arlingtontx.gov">don.crowson@arlingtontx.gov</a>	Irish Hancock Emergency Management Administrator 817-459-6941 <a href="mailto:irish.hancock@arlingtontx.gov">irish.hancock@arlingtontx.gov</a>
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David Stapp  
Assistant Fire Chief  
817-459-5503  
[david.carroll@arlingtontx.gov](mailto:david.carroll@arlingtontx.gov)

Resolution No. \_\_\_\_\_

**A resolution authorizing the acceptance of Urban Area Security Initiative grant funds from the Office of Domestic Preparedness/Department of Homeland Security in the amount of \$2,756,196.28 and authorizing the execution of documents relative to the 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 accept Urban Area Security Initiative (UASI) grant funds from the Office of Domestic Preparedness/Department of Homeland Security in the total amount of \$2,756,196.28 for Fiscal Year 2016 to be used in the following areas:

UASI	\$1,276,098.16
UASI Law Enforcement Terrorist Prevention Activities	\$1,378,098.12
UASI Management and Administration	\$ 102,000.00
Total:	\$2,756,196.28

II.

Further, the City Manager or his designee is authorized to administer to all matters relating to such grant and to execute all necessary agreements, contracts, assurances, certifications and other documents and instruments necessary to accept such grant.

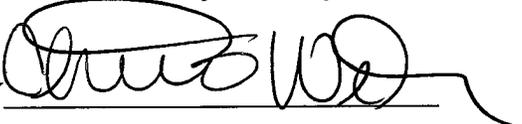
PRESENTED AND PASSED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays at a regular meeting of the City Council of the City of Arlington, Texas.

\_\_\_\_\_  
W. JEFF WILLIAMS, Mayor

ATTEST:

\_\_\_\_\_  
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:  
TERIS SOLIS, City Attorney

BY 



# Staff Report

<b>Fiscal Year 2017 Annual Audit Plan</b>	
City Council Meeting Date: 08/23/16	Document Being Considered: Resolution

## **RECOMMENDATION**

Approve the Fiscal Year 2017 Annual Audit Plan.

## **PRIOR BOARD OR COUNCIL ACTION**

None

## **ANALYSIS**

- City Ordinance requires that the City Auditor submit an Annual Audit Plan to the City Council for review, comment and approval no less than thirty (30) days prior to the beginning of each fiscal year.
- The City Auditor has developed an Annual Audit Plan to satisfy requirements stipulated by City Ordinance 05-078, as amended.
- The Annual Audit Plan includes audits that cover areas related to internal controls and reporting; compliance with laws, policies and regulations; economic and efficient use of resources; and follow-up audits.

## **FINANCIAL IMPACT**

FY 2016  
\$ N/A

FY 2017  
\$ N/A

FY 2018  
\$ N/A

## **ADDITIONAL INFORMATION**

Attached:	Resolution, Fiscal Year 2017 Annual Audit Plan
Under separate cover:	N/A
Available in the City Secretary's Office:	N/A

## **STAFF CONTACT(S)**

Lori Brooks  
City Auditor  
(817) 459-6243  
[lori.brooks@arlingtontx.gov](mailto:lori.brooks@arlingtontx.gov)

Resolution No. \_\_\_\_\_

**A resolution approving the Fiscal Year 2017 Annual  
Audit Plan**

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

I.

That the City Council hereby approves the Fiscal Year 2017 Annual Audit Plan.

II.

A substantial copy of the Fiscal Year 2017 Annual Audit Plan is attached hereto  
and incorporated herein for all intents and purposes.

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

\_\_\_\_\_  
W. JEFF WILLIAMS, Mayor

ATTEST:

\_\_\_\_\_  
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:  
TERIS SOLIS, City Attorney

BY Eddie Martin

# **Fiscal Year 2017 Annual Audit Plan**



*Presented by*  
***City Auditor's Office***

*Lori Brooks, City Auditor  
Susan Edwards, Assistant City Auditor  
Roshan Jayawardene, Internal Auditor  
Lee Hagelstein, Internal Auditor  
Abraham Gandarilla, Staff Auditor*

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- Police Camera Technology Application Controls Audit
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- Audit Management System Implementation
- Peer Review
- Special Assignments
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  - Street Maintenance
  - CAD Post Implementation

## **Introduction**

The purpose of the Fiscal Year 2017 Annual Audit Plan is to outline audits and other activities the City Auditor's Office proposes to conduct during the fiscal year. The Plan is developed to satisfy responsibilities established by Section 2.05 H.1. of City Ordinance 05-078, as amended. The Plan is a working document in that the City Auditor may make changes to the Plan, as deemed necessary in professional judgment, to reflect changing risks. However, the City Council will be notified of any significant additions, deletions, or other changes.

Audits included in the Fiscal Year 2017 Annual Audit Plan were primarily identified through our risk assessment. The Audit Plan includes audits related to internal controls and reporting; compliance with laws, policies and regulations; economic and efficient use of resources; and follow-up. The Fiscal Year 2017 Annual Audit Plan also takes into account the opportunity for risk of fraud, waste and abuse.

Planned audits for Fiscal Year 2017 are listed on the following page. While general audit objectives are included in the Plan, specific audit objectives will be determined once staff has completed preliminary surveys related to each audit. During the preliminary surveys, staff will establish familiarity with the department and/or function by conducting background interviews and research. At that time, potential issues will be identified and the specific audit objectives and methodology will be developed.

The Fiscal Year 2017 Annual Audit Plan is based on estimated available audit staff hours, staff expertise, and includes a total of 500 unassigned hours that have been set aside to perform special audits, investigations, and/or projects as directed by the Mayor and City Council. The Annual Audit Plan also takes into account audits that were started, but not completed, during Fiscal Year 2016.

**Audits**

***External Audit Assistance***

Assist the external auditor with the annual financial audit for the fiscal year ended September 30, 2016

***Tarrant Regional Water District Authority Contract Audit***

Review and assess contract requirements and compliance

***Police Camera Technology Application Controls Audit***

Review and evaluate technology application controls and compliance with applicable policies

***Additional Pay Categories Audit***

Evaluate the use of various additional pay categories, to ensure appropriateness and proper application

***Procurement Card Audit***

Review procurement card purchases, to include travel and training expenses, for compliance with applicable City policies

***Fraud Hotline Monitoring***

Monitor and review incoming reports to the City's fraud hotline and follow up as appropriate

***Audit Management System Implementation***

Configure and set up new audit management software system for optimal efficiency and use of the system, as well as ensure establishment of proper procedures for compliance with Government Auditing Standards

***Peer Review***

Prepare and assist the external peer review team members with the quality control review required each three years by Government Auditing Standards

***Special Assignments***

Conduct investigations and audits requested by the Mayor and City Council or City Management

***Follow-Up Audits***

Assess the implementation status of prior internal audit recommendations

# Staff Report



## Arlington Urban Design Center - Agreement between the University of Texas at Arlington and the City of Arlington

City Council Meeting Date: 8-23-16

Action Being Considered: Resolution

### **RECOMMENDATION**

Approve a resolution authorizing the City Manager or his designee to execute a three-year Interlocal Agreement with the University of Texas at Arlington (UT Arlington) for the Arlington Urban Design Center for an amount not to exceed \$24,708 in fiscal year 2017, \$41,180 in fiscal year 2018 and \$41,180 in fiscal year 2019; or \$107,068 cumulatively.

### **PRIOR BOARD OR COUNCIL ACTION**

On September 1, 2009, City Council authorized a Professional Services Contract with UT Arlington for the Arlington Urban Design Center for FY2010 via Minute Order 09012009-006.

On August 17, 2010, City Council authorized a Professional Services Contract with UT Arlington for the Arlington Urban Design Center for FY2011 via Minute Order 08172010-004.

On September 13, 2011, City Council authorized a Professional Services Contract with UT Arlington for the Arlington Urban Design Center for FY2012 via Minute Order 09132011-007.

On August 7, 2012, City Council authorized a Professional Services Contract with UT Arlington for the Arlington Urban Design Center for FY2013 via Minute Order 08072012-003.

On August 6, 2013, City Council authorized an Interlocal Agreement with UT Arlington for the Arlington Urban Design Center for FY2014 – FY2016 via Resolution 13-191.

### **ANALYSIS**

In June 2009, the City entered into a collaborative effort with what was then UT Arlington's School of Urban and Public Affairs and School of Architecture to create the Arlington Urban Design Center. The schools of Urban and Public Affairs and Architecture are now part of the College of Architecture, Planning, and Public Affairs. The Center is staffed by UT Arlington graduate students and City planners. The goal of the Design Center is to raise the quality of Arlington's built environment and to promote public engagement and advocacy so as to enhance the City's livability.

Since opening, students at the Design Center have been actively involved in more than 250 projects including:

- Landscaping and façade improvements for over 40 local businesses
- Entryway landscape and open space design for the Harris Crossing neighborhood
- Planting design for the City's Corridor Beautification Pilot Project
- Landscaping and accessibility updates for the Arkansas Lane Historic Cemeteries
- Lobby updates for Lamar High School's Theater Department

UT Arlington's financial commitment combined with the City's annual contribution will provide over 6,000 hours of professional service labor during each year of the three-year agreement.

### **FINANCIAL IMPACT**

FY 2016  
\$0

FY 2017  
\$24,708

FY 2018  
\$41,180

FY 2019  
\$41,180

Funding is available in Strategic Planning Activity Account No. 121201 61002, and subject to FY17, FY18 and FY19 budget approvals.

**ADDITIONAL INFORMATION**

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

**STAFF CONTACT(S)**

Lyndsay Mitchell, AICP	Ann W. Foss, Ph.D.
Planning Manager	Principal Planner
Community Development and Planning	Community Development and Planning
817-459-6653	817-459-6653
<a href="mailto:Lyndsay.Mitchell@arlingtontx.gov">Lyndsay.Mitchell@arlingtontx.gov</a>	<a href="mailto:Ann.Foss@arlingtontx.gov">Ann.Foss@arlingtontx.gov</a>

## INTERLOCAL COOPERATION CONTRACT

THE STATE OF TEXAS  
COUNTY OF TRAVIS

This Interlocal Cooperation Contract (this "Contract") is entered into by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with the *Interlocal Cooperation Act, Chapter 791, Texas Government Code*.

### I. Contracting Parties:

The Receiving Party: City of Arlington (sometimes "City"), a local government of the State of Texas

Contact Persons' Name, Address and Phone:

Lyndsay Mitchell, AICP  
Community Development and Planning  
City of Arlington  
Post Office Box 90231  
Arlington, Texas 76004-3231  
Lyndsay.Mitchell@arlingtontx.gov  
Phone: 817- 459-6653

The Performing Party: The University of Texas at Arlington (sometimes "UTA" or "University"), a State University of Higher Education established under the laws of the State of Texas as an institution of the University of Texas System:

Contact Persons' Name, Address and Phone:

Dr. Nan Ellin  
Dean and Professor-College of Architecture, Planning, and  
Public Affairs  
601 W. Nedderman Drive  
Arlington, TX 76019-0180  
Email: nan.ellin@uta.edu  
Phone: 817-272-2801

### II. Statement of Services to be Performed

Performing Party will perform such services (sometimes "Services") as are necessary to manage the Arlington Urban Design Center specifically including, but not necessarily limited to, the goals enumerated more fully in Exhibit A, from and after October 1, 2016, through September 30, 2019.

### **III. Basis for Payments and Schedule**

See Exhibit B.

### **IV. Contract Amount**

During UTA's fiscal year 2017, the total amount of this Contract shall not exceed \$24,708.00 annually.

During UTA's fiscal years 2018-2019, the total amount of this Contract shall not exceed \$41,180.00 annually.

The total amount of this Contract shall not exceed \$107,068.00 cumulatively.

### **V. Payment of Services**

Receiving Party will remit payments to Performing Party for services satisfactorily performed under this Contract in accordance with the *Texas Prompt Payment Act, Chapter 2251, Texas Government Code*.

Payments made under this Contract will (1) fairly compensate Performing Party for the services performed under this Contract, and (2) be made from current revenues available to Receiving Party.

### **VI. Warranties**

Performing Party warrants that (1) it has authority to perform the services under authority granted in Section 65.31, *Texas Education Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

### **VII. Term of the Agreement**

This Agreement is effective as of October 1, 2016 ("Effective Date") and shall terminate on September 30, 2019.

### **VIII. Termination**

This Contract may be canceled or terminated at any time by the City or UTA with or without cause by providing the other written notice of such termination. Upon notice of termination by either party, Design Center operations would cease as of the end of the then current academic semester or summer session. UTA shall be compensated in accordance with the terms of this Contract for all work accomplished prior to the receipt of notice of such termination, and for such other Services (if any) provided during the notice period reasonably necessary to terminate this Contract, and any noncancellable expenses for Services accrued prior to termination, including all reasonable expenses incurred or committed to be expended as of the effective termination date. UTA shall invoice the City for all such items within sixty (60) of the termination notice.

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 actual receipt.

If intended for City, to:

Lyndsay Mitchell, AICP  
Community Development and Planning  
City of Arlington  
Post Office Box 90231  
Arlington, Texas 76004-3231

If intended for UTA, to:

Jeremy Forsberg  
Assistant Vice President for Research  
The University of Texas at Arlington  
701 S. Nedderman Drive  
Box 19145  
Arlington, TX 76019-0145

## **IX. Ownership of Deliverables**

Each Party recognizes that under University's academic policy, the results of any research project must be publishable. Accordingly, University and City agree that the individuals engaged in the Services or the Contract on behalf of their respective Party, shall be permitted to present at symposia, national and international, or regional professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, the methods and results of the Services or the Contract, as per usual and customary academic practice. Under University policy, employees performing research on behalf of the University, such as its designated faculty for a project, own copyright in their scholarly works.

City and University agree that Services and Contract deliverables (other than University intellectual property and UTA faculty copyrights in scholarly works) delivered to City by

University in connection with this Agreement are hereby assigned to City, to use in any manner City sees fit. UTA shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Services or the Contract. City grants to the University a perpetual, non-exclusive, worldwide, royalty-free, fully paid up license to use, copy, modify, and create derivative works of the Services or the Contract deliverables, the results of the Services or the Contract, and any reports, publications or other materials or work product (excluding scholarly works, which copyright is owned by the University principal investigators) created or developed-with funding from City, for the University's educational and research purposes and missions, and any other lawful purpose. University retains all its other rights as per usual and customary academic practice, including, subject to the rights of the City herein to use deliverables as City sees fit, University commercialization of University intellectual property (if any).

**X. OTHER PROVISIONS:**

a. Venue; Governing Law.

Tarrant County, Texas shall be the proper place of venue for suit on or in respect of this Contract. This Contract and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

b. Entire Agreement; Modifications.

This Contract supersedes all prior agreements, written or oral, between City and UTA and shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This Contract and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by UTA and City.

c. Loss of Funding.

Performance by a Party of its duties and obligations under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by that Party's governing board. If the Legislature fails to appropriate or allot the necessary funds to a Party, or a Party's governing board fails to allocate the necessary funds, then the Party that loses funding may terminate this Contract without further duty or obligation under this Contract.

d. Assignment.

This Contract is not transferable or assignable except upon written approval by UTA and City.

e. Severability.

If any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

**Executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Parties:**

Receiving Party  
City of Arlington

Performing Party  
The University of Texas at Arlington

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### Arlington Urban Design Center - Scope of Work

#### Description:

The Arlington Urban Design Center (AUDC) is a collaboration between the City of Arlington and the College of Architecture, Planning and Public Affairs (CAPPA) at the University of Texas at Arlington, designed to apply an interactive, design-centered approach to planning issues in the City of Arlington. The goal of the AUDC is to assist in enhancing the quality of Arlington's built environment through conceptual design and to promote public engagement in the conceptual design process.

#### Key Objectives:

- Provide highly qualified, skilled design interns to consult on civic and other community development, economic development, and neighborhood planning projects;
- Facilitate public dialogue about design of the built environment and its impact on quality of life; and
- Promote the principles of the Arlington Comprehensive Plan, a vision for growth and development, endorsed by the citizens of Arlington.

#### Responsibilities of Parties:

In fiscal year 2017, the AUDC will be staffed with six (6) CAPPA graduate student interns. In fiscal years 2018 and 2019, the City and CAPPA may jointly elect to increase the number of interns from six up to ten based on City staff's supervisory capacity.

The graduate student interns must be enrolled in the Architecture, Landscape Architecture, and/or City and Regional Planning programs. The graduate student interns will each work 20 hours per week, anytime between 9 a.m. and 5 p.m. Monday through Friday, for 52 weeks each year of the Contract. The 52 weeks will include one two-week break between the fall and spring semesters during which the AUDC will close.

CAPPA will be responsible for advertising and promoting these AUDC intern positions to qualified graduate students through all available methods of communication. City staff will be responsible for providing CAPPA with minimum qualifications needed to ensure a suitable candidate pool. CAPPA will be responsible for selecting candidates for interviews and will make all hiring and employment decisions for available positions, with prior consultation with City staff. The City reserves the right to remove any intern from the AUDC if the City determines removal is in the best interest of the AUDC.

The graduate student interns will be employees of the University of Texas at Arlington and the University will pay the interns' salaries via the University's payroll system. The City shall provide the physical space for the AUDC, shall design and manage the AUDC's work plan, and shall provide supervisory guidance for the interns.

## **EXHIBIT B**

### **Payment Terms**

During the contract period (fiscal years 2017-2019), each graduate student intern position in the AUDC shall cost a total amount not to exceed \$12,480.00 annually. The University of Texas at Arlington shall contribute an amount not to exceed \$8,362.00 annually per filled position and the City of Arlington shall contribute an amount not to exceed \$4,118.00 annually per filled position. During the contract period, The University of Texas at Arlington will invoice the City for the AUDC graduate student intern services on a quarterly basis. The City will be invoiced within ten days after December 31, March 31, June 30, and September 30 each year during the contract period.

During fiscal year 2017, the University of Texas at Arlington will invoice the City for the AUDC graduate student intern services in an amount not to exceed \$6,177.00 quarterly (or a total amount not to exceed \$24,708.00 for fiscal year 2017). This amount is based on a maximum number of six graduate student interns for all of fiscal year 2017.

During fiscal years 2018-2019, The University of Texas at Arlington will invoice the City for the AUDC graduate student intern services an amount not to exceed \$10,295.00 quarterly (or a total amount not to exceed \$41,180.00 each for fiscal years 2018-2019). This amount is based on a maximum number of ten graduate student interns for all of fiscal years 2018-2019.

Notwithstanding the above, if an intern position remains vacant for sixty (60) continuous days after good faith efforts on the part of the City and CAPP to fill the position with candidates submitted according to City-provided qualifications, the City shall be entitled to deduct \$50.00 per day per vacant intern position from the amount due for the corresponding quarter.

Within thirty days of receipt of each invoice, the City shall submit payment to: The University of Texas at Arlington, 219 West Main Street, Box 19136, Arlington, TX 76019-0136 (Attn: Grant and Contract Accounting).

**Resolution No. \_\_\_\_\_**

**A resolution authorizing the execution of an Interlocal Cooperation Contract with the University of Texas at Arlington relative to the Arlington Urban Design Center for an amount not to exceed \$24,708 in fiscal year 2017, \$41,180 in fiscal year 2018 and \$41,180 in fiscal year 2019; or \$107,068 cumulatively.**

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

I.

That the City Manager or his designee is hereby authorized to execute an Interlocal Cooperation Contract with the University of Texas at Arlington relative to the Arlington Urban Design Center, for an amount not to exceed \$24,708 in fiscal year 2017, \$41,180 in fiscal year 2018, and \$41,180 in fiscal year 2019; or \$107,068 cumulatively.

II.

A substantial copy of said contract is attached hereto and incorporated herein for all intents and purposes.

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

\_\_\_\_\_  
W. JEFF WILLIAMS, Mayor

ATTEST:

\_\_\_\_\_  
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:  
TERIS SOLIS, City Attorney

BY: \_\_\_\_\_



# Staff Report

## Reappointment of Associate Municipal Court Judge

City Council Meeting Date: 08-23-2016

Document Being Considered: Resolution

### **RECOMMENDATION**

Approve a resolution reappointing Kathleen Weisskopf as an Associate Municipal Court Judge for the Arlington Municipal Court.

### **PRIOR BOARD OR COUNCIL ACTION**

Judge Weisskopf was last appointed in June 2014.

### **ANALYSIS**

The Texas Government Code (Chapter 30) and the City Code ("Municipal Court" Chapter, Article II) provide that the City Council shall appoint Judges for the Court. The statute and ordinance provide that a Judge holds office for a term of two years, plus an additional period of up to ninety days.

The attached resolution provides for the appointment of Kathleen Weisskopf as Associate Municipal Court Judge. Judge Weisskopf has served as a full-time judge for the City of Arlington since June 2012.

### **FINANCIAL IMPACT**

The financial impact is the salary and benefits over the next two years.

FY 2017  
\$136,000

FY 2018  
\$136,000

### **ADDITIONAL INFORMATION**

Attached:	Resolution
Under separate cover:	None
Available in the City Manager's office:	None

### **STAFF CONTACT(S)**

Stewart Milner  
Chief Municipal Judge  
817-459-6981  
[stewart.milner@arlingtontx.gov](mailto:stewart.milner@arlingtontx.gov)

Resolution No. \_\_\_\_\_

**A resolution reappointing Kathleen Weisskopf an Associate Municipal Court Judge for the Municipal Court of Record for the City of Arlington, Texas**

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

I.

That the City Council officially reappoints Kathleen Weisskopf to serve as an Associate Municipal Court Judge of the Municipal Court of Record for the City of Arlington, Texas.

II.

The above-stated City Council appointment shall be for a term of two (2) years commencing August 23, 2016.

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



## Interlocal Agreement with City of Grand Prairie for Traffic Signal Installation

City Council Meeting Date: 08-23-16

Document Being Considered: Resolution

### **RECOMMENDATION**

Approve a resolution authorizing the execution of an Inter-local Agreement (ILA) with the City of Grand Prairie, Texas, for the installation of a traffic signal pole within the City of Arlington's right-of-way.

### **PRIOR BOARD OR COUNCIL ACTION**

None

### **ANALYSIS**

The City of Grand Prairie has determined that a traffic signal is needed to manage traffic at the intersection of Northeast Green Oaks Boulevard and Riverside Drive. The west median nose of the intersection where the signal design calls for a combination signal pole for the display of signal indications for westbound and southbound traffic is within the City of Arlington's right-of-way. This ILA is for the use of the west median nose for the construction of the signal. Grand Prairie will be responsible for the cost of construction, maintenance, and operation of the signal.

### **FINANCIAL IMPACT**

There is no financial impact associated with this agreement.

### **ADDITIONAL INFORMATION**

Attached:	Resolution
	Interlocal Agreement with Exhibits
Under separate cover:	None
Available in the City Secretary's Office:	None

### **STAFF CONTACT(S)**

Mindy Carmichael, P.E.  
Director of Public Works and Transportation  
817-459-6552  
[Mindy.Carmichael@arlingtontx.gov](mailto:Mindy.Carmichael@arlingtontx.gov)

Resolution No. \_\_\_\_\_

**A resolution authorizing the execution of an Interlocal Agreement with the City of Grand Prairie relative to the installation of a traffic signal pole within the City of Arlington's right-of-way**

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

I.

That the City Manager or his designee is hereby authorized to execute an Interlocal Agreement with Grand Prairie relative to the installation of a traffic signal pole within the City of Arlington's right-of-way in the west median nose at the intersection of Northeast Green Oaks Boulevard and Riverside Drive. Grand Prairie will be responsible for the cost of construction, maintenance, and operation of the signal.

II.

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

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

\_\_\_\_\_  
W. JEFF WILLIAMS, Mayor

ATTEST:

\_\_\_\_\_  
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:  
TERIS SOLIS, City Attorney

BY  \_\_\_\_\_

THE STATE OF TEXAS       § GREEN OAKS BOULEVARD AND RIVERSIDE DRIVE  
                                  § INTERLOCAL AGREEMENT BETWEEN  
COUNTY OF TARRANT     § ARLINGTON AND GRAND PRAIRIE

THIS INTERLOCAL AGREEMENT is entered into on this the \_\_\_\_ day of \_\_\_\_ 2016, by and between the **CITY OF ARLINGTON, TEXAS**, a municipal corporation (hereinafter referred to as "ARLINGTON"); and the **CITY OF GRAND PRAIRIE, TEXAS**, a municipal corporation (hereinafter referred to as "GRAND PRAIRIE");

Both ARLINGTON and GRAND PRAIRIE execute this Interlocal Agreement pursuant to the Interlocal Cooperation Act, chapter 791 of the Texas Government Code, as amended.

**WHEREAS**, the governing bodies of each entity found that the Interlocal Agreement was necessary for the benefit of the public and that each party had the legal authority to provide the governmental function which was the subject of the Interlocal Agreement; and

**WHEREAS**, GRAND PRAIRIE now desires to perform public improvements, hereinafter called "the Public Improvements"; and

**WHEREAS**, The Public Improvements, collectively, and also referred to as the "Project", specifically described as installation of a traffic signal at Green Oaks Boulevard and Riverside Drive. (see Exhibit A); and

**WHEREAS**, ARLINGTON does hereby grant and extend to GRAND PRAIRIE and/or its contractors involved in the intersection improvement and signalization project the right of entry, over and across the median indicated on Exhibit A ; and

**WHEREAS**, the parties to this Interlocal Agreement, hereinafter referred to as "AGREEMENT", wish to cooperate in the construction of intersection improvements at Green Oaks Boulevard and Riverside Drive, which would benefit both parties; and

**WHEREAS**, the governing bodies of each party find that the project or undertaking is necessary for the benefit of the public; that any payment or performance by the parties will utilize current revenues legally available to the parties; that each party has the legal authority to build or maintain the project or to provide such service; that the construction and improvement thereof is in the common interest of both parties hereto; and that the covenants and promises constitutes adequate consideration to each party; said project being more particularly described below;  
**NOW THEREFORE**,

In consideration of the premises and the agreements, covenants and promises herein set forth, it is agreed as follows:

**I**  
**DEFINITIONS**

The following terms shall have the following meanings when used in this AGREEMENT:

- A. "Green Oaks Boulevard and Riverside Drive Public improvement" or "project".
- B. "CITIES" or "PARTIES" means ARLINGTON and GRAND PRAIRIE, Tarrant County, Texas.
- C. Project will include installation of a traffic signal at Green Oaks Boulevard and Riverside Drive as shown as Exhibit "A".
- D. "Project Costs" include design and construction of all improvements.

**II.**  
**PURPOSE**

The purpose of this AGREEMENT is to provide for all functions and services required for the design, construction, and maintenance of a traffic signal at Green Oaks Boulevard and Riverside Drive.

**III.**  
**TERMS, RIGHTS, OBJECTIVES AND DUTIES**  
**OF THE PARTIES**

The following shall apply to the CITIES in the performance of this AGREEMENT.

- A. The project plans will be prepared to include improvements necessary to construct the traffic signal in accordance with prevailing engineering standards.
- B. ARLINGTON will not be responsible for the design, construction, operation, maintenance or use of the Public Improvements to be developed and constructed by GRAND PRAIRIE.
- C. GRAND PRAIRIE will assume all costs associated with design and construction of the traffic signal at Green Oaks Boulevard and Riverside Drive. GRAND PRAIRIE will secure ARLINGTON's approval of final construction plans prior to award of the construction contract.
- D. Except as otherwise specified in this AGREEMENT, GRAND PRAIRIE shall be responsible for all project costs.
- E. ARLINGTON does hereby grant and extend to GRAND PRAIRIE and/or its contractors involved in the traffic signal construction the right of entry, over and

across the median for installation of traffic signal pole as shown on EXHIBIT "A".

- F. ARLINGTON agrees that GRAND PRAIRIE shall have the authority to provide inspection for the construction of traffic signal. ARLINGTON further agrees that any contact with the contractor will be directed through GRAND PRAIRIE.
- F. GRAND PRAIRIE will be responsible for operations and maintenance of the traffic signal after acceptance including the traffic signal pole installed in the median within Arlington city limits. This responsibility will include, but is not limited to, the following:
  - a. All improvements shall be maintained in a similar condition as approved in the accepted plans.
  - b. GRAND PRAIRIE will correct the condition of the improvements or any maintenance deficiencies regarding the improvements that ARLINGTON reasonably believes necessary for the protection of the public health and safety within a reasonable time, from date of written notice from ARLINGTON. The PARTIES agree that ten (10) business days is a reasonable time.
  - c. GRAND PRAIRIE will operate and maintain the Public Improvements in conformity with any and all applicable federal, state and local laws and ordinances, and the provisions contained herein.
- G. ARLINGTON, or any of its agents, may enter upon said Public Improvements for such purposes as are incidental to providing any municipal service within such right-of-way.
- H. Nothing herein shall be deemed or construed as creating the relationship of principal and agent, any partnership, or joint venture by and among the PARTIES to this AGREEMENT.
- I. This AGREEMENT shall be effective for a period of one year from the date first written above, and shall thereafter automatically renew from year to year unless terminated by ARLINGTON upon one hundred eighty (180) days written notice.

#### **IV. NO VERBAL AGREEMENT**

This AGREEMENT contains all the terms, commitments and covenants of the CITIES pursuant to this AGREEMENT. Any verbal or written commitment not contained in this AGREEMENT or expressly referred to in this AGREEMENT and incorporated by reference shall have no force or effect.

#### **V. AGREEMENT INTERPRETATION AND VENUE**

The CITIES covenant and agree that any litigation relating to this AGREEMENT, the terms and conditions of the AGREEMENT will be interpreted according to the laws of the State of Texas and venue shall be proper exclusively in Tarrant County, Texas.

## **VI. INDEMNIFICATION.**

To the extent authorized by the Constitution and laws of the State of Texas, GRAND PRAIRIE agrees that ARLINGTON shall not be responsible for damage to or replacement of said Public Improvements and releases ARLINGTON from any claims or damages associated with the damage or possible need to replace said Public Improvements due to acts of nature or acts of vandalism that may impair said Public Improvements.

GRAND PRAIRIE assumes all risks involved in accessing and using the median Area. GRAND PRAIRIE, to the fullest extent permitted by applicable law, shall indemnify, defend and hold harmless ARLINGTON from and against all costs, expenses, claims, losses, liabilities and damages sustained or suffered by ARLINGTON or any third party caused as a result of or arising out of any act or omission of GRAND PRAIRIE and its contractors, employees, agents or representatives in connection with GRAND PRAIRIE's use of the median Area.

## **VII. CAPTION**

The captions to the various clauses of this AGREEMENT are for informational purposes only and in no way alter the substance of the terms and conditions of this AGREEMENT.

## **VIII. IMMUNITY**

It is expressly understood and agreed that, in the execution of this AGREEMENT, no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

## **IX. SERVERABILITY**

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this AGREEMENT 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 in this AGREEMENT shall remain in full force and effect and shall in no way be affected, impaired or invalidate.

EXECUTED in multiple original counterparts to be effective on the date above first written.

CITY OF ARLINGTON

ATTEST:

BY: \_\_\_\_\_

\_\_\_\_\_  
Deputy City Manager

\_\_\_\_\_  
Mary Supino, City Secretary

THE STATE OF TEXAS §

**Arlington Acknowledgment**

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act of the CITY OF ARLINGTON, TEXAS, a Texas municipal corporation, and as 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 \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public In and  
For The State of Texas

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary's Printed Name

APPROVED AS TO FORM:  
Teris Solis, City Attorney

BY: \_\_\_\_\_

CITY OF GRAND PRAIRIE

ATTEST:

BY: \_\_\_\_\_

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Cathy DiMaggio, City Secretary

THE STATE OF TEXAS §

**Grand Prairie Acknowledgement**

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act of the CITY OF GRAND PRAIRIE, TEXAS, a Texas municipal corporation, and as City Manager or 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 \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public In and  
For The State of Texas

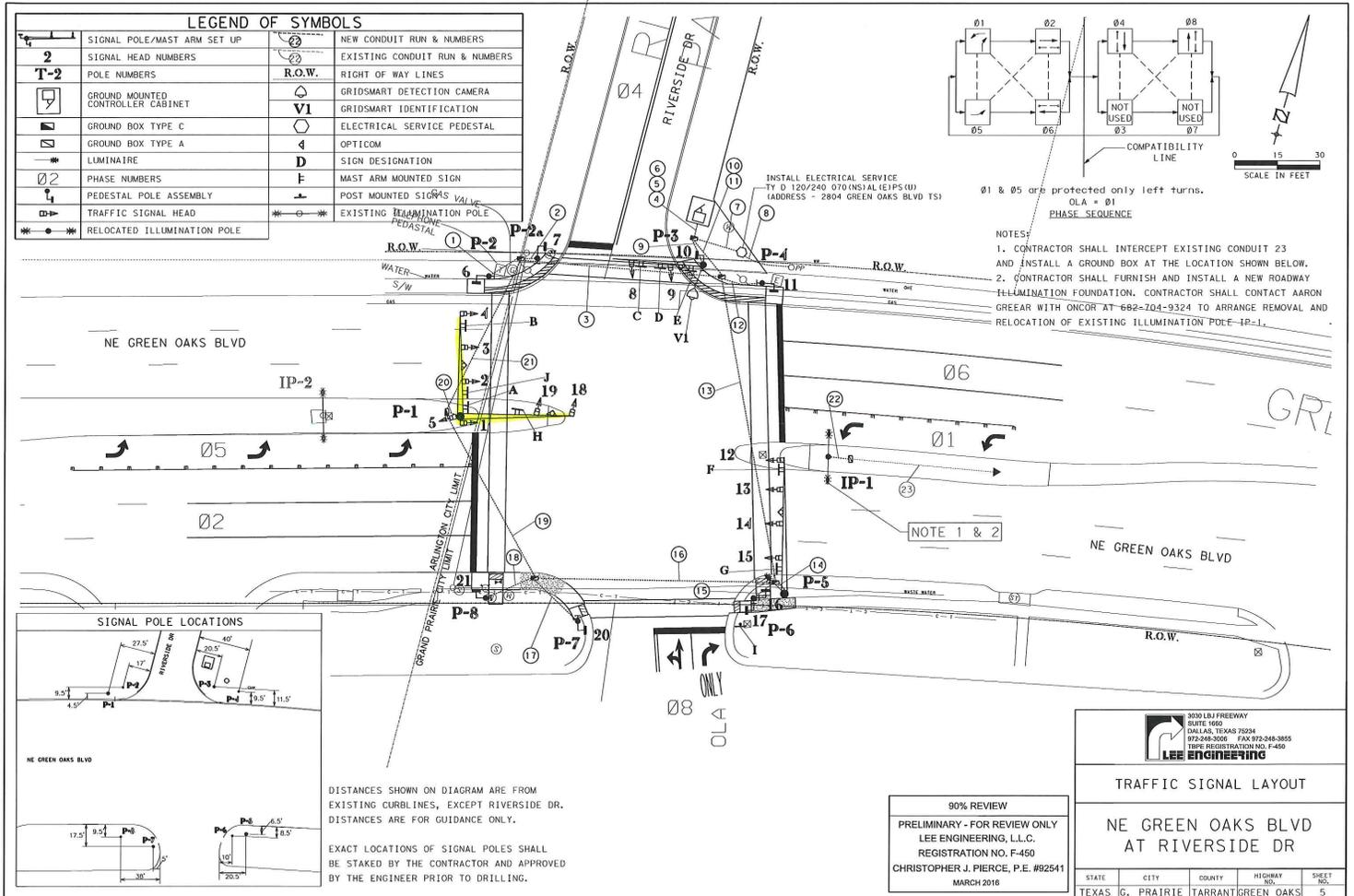
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary's Printed Name

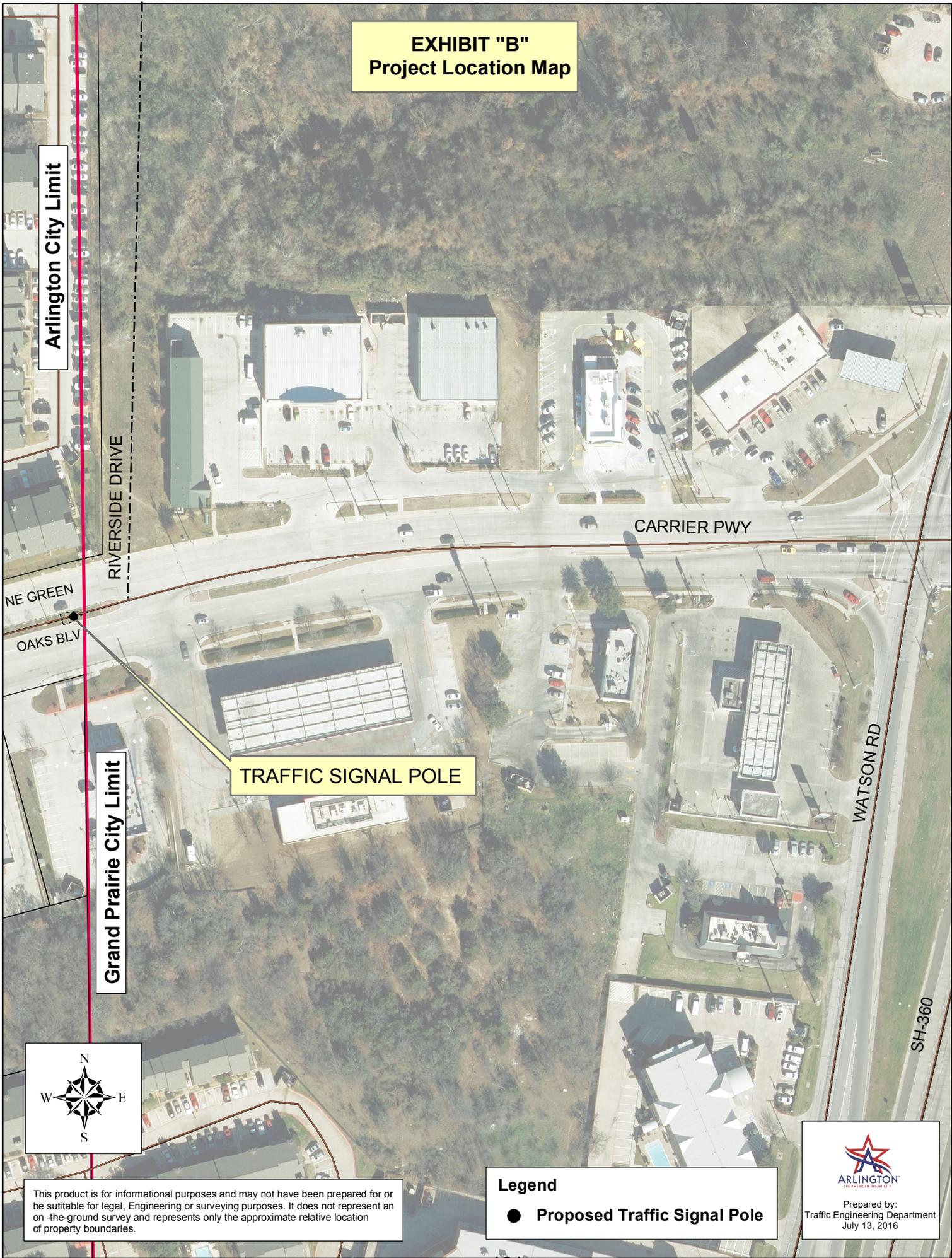
APPROVED AS TO FORM:  
Don Postell, City Attorney

BY: \_\_\_\_\_

# Exhibit "A" The Project



**EXHIBIT "B"**  
**Project Location Map**



**Arlington City Limit**

RIVERSIDE DRIVE

CARRIER PWY

NE GREEN  
OAKS BLV

**Grand Prairie City Limit**

**TRAFFIC SIGNAL POLE**

WATSON RD

SH-360



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.

**Legend**

- **Proposed Traffic Signal Pole**

Prepared by:  
Traffic Engineering Department  
July 13, 2016

# Staff Report



<b>Cothron Aviation, LLC Lease Assignment and Sale of Leasehold Improvements to Van Bortel Aircraft, Inc.</b>	
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City Council Meeting Date: 8-23-16	Action Being Considered: Resolution
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## **RECOMMENDATION**

Authorize the City Manager or his designee to execute a Consent to Assignment relative to the assignment of airport property leases from Cothron Aviation, LLC of Arlington, Texas, to Van Bortel Aircraft, Inc. of Arlington, Texas, and authorizing the execution of any other documents necessary to effectuate the sale of leasehold improvements from Cothron Aviation, LLC to Van Bortel Aircraft, Inc. The leasehold improvements consist of one hangar, approximately 21,336 square feet, located at the Arlington Municipal Airport, and addressed as 5104 S. Collins Street, Arlington, Texas, 76018.

## **PRIOR BOARD OR COUNCIL ACTION**

On September 19, 1967, City Council passed Resolution No. 67-2902, authorizing the execution of a lease agreement between the City and Thad M. Keenan, for the private development of a hangar building on airport property.

On April 1, 1975, City Council passed Resolution No. 75-67 authorizing the City Manager to sign a letter agreement with Les Cothron as owner of Cothron Aviation Company, for the construction of sidewalks over certain drainage ditches in the southeast corner of the Arlington Municipal Airport.

On February 3, 1976, City Council passed Resolution No. 76-22, authorizing the assignment of the lease agreement between the City and Thad M. Keenan to Leslie L. Cothron ("Hangar Land Lease") with a provision providing an optional eight year extension period.

On May 18, 1976, City Council passed Resolution No. 76-94, authorizing the amendment of Resolution No. 76-22, to provide a date for the beginning point of the optional eight year lease extension term.

On August 24, 1982, City Council passed Resolution No. 82-391, authorizing the City Manager to sign a Letter of Consent approving a transfer of certain leasehold interests from Cothron Aviation, Inc., to Mercantile National Bank at Dallas relative to a lease of property at the Arlington Municipal Airport between the City of Arlington and Cothron Aviation, Inc.

On August 31, 1982, City Council passed Resolution No. 82-402, authorizing the execution of a lease agreement for airport property and paved improvements adjacent to the hangar land that provided for aircraft and vehicular parking ("Apron Property Lease").

On or about June 11, 1987, the Hangar Land Lease was extended by mutual agreement extending the term until November 10, 1997.

On August 11, 1992, City Council passed Resolution No. 92-537 and Resolution No. 92-538, authorizing the execution of a lease modification to extend the terms of the hangar land lease agreement and for the apron property lease.

On March 29, 1994, City Council passed Resolution No. 94-213, authorizing the City Manager to consent to the execution of a lease agreement by and between Cothron Aviation, Inc. and

Leslie L. Cothron dba Les Cothron Aviation, wherein the city consents to an eleven (11) year sublease of a portion of excess hangar facilities at the Arlington Municipal Airport.

On October 17, 1995, City Council passed Resolution No. 95-674, authorizing the City Manager to execute a Consent to Lease, relative to a sublease between Leslie Cothron and Bell Helicopter Textron, Inc., leasing a portion of the existing building located at 5104 S. Collins Street for office and hangar space for storage and maintenance of aircraft.

On July 15, 1997, City Council passed Resolution No. 97-488, authorizing an increase in the rental rate "Hangar Land Lease" in accordance with the terms of the lease agreement with Leslie L. Cothron for property at the Arlington Municipal Airport.

On July 21, 1998, City Council passed Resolution No. 98-475, authorizing an increase in the rental rate in accordance with the terms of the lease agreement "Apron Property Lease" with Leslie L. Cothron for property at the Arlington Municipal Airport.

On July 18, 2000, City Council passed Resolution No. 00-458, authorizing an increase in the rental rate in accordance with the terms of the lease agreement "Apron Property Lease" with Leslie L. Cothron for property at the Arlington Municipal Airport.

On July 16, 2002, City Council passed Resolution No. 02-340, authorizing an increase "Apron Property Lease" in the rental rate in accordance with the terms of the lease agreement with Leslie L. Cothron for property at the Arlington Municipal Airport.

On November 8, 2005, City Council passed Resolution No. 05-678 authorizing the execution of a lease amendment to assign the leases "Apron Property Lease" and "Hangar Land Lease" to Cothron Aviation, LLC, extend the lease for an additional fifteen years, and increase the leased area. The amendment also increased the lease rate and allowed for CPI adjustments every three years.

On September 30, 2008, City Council passed Minute Order No. 09302008-003 to increase the lease rate "Apron Property Lease" and "Hangar Land Lease" for Cothron Aviation, LLC, Arlington, Texas, under the terms of the 2005 lease amendment between the City of Arlington and Cothron Aviation, LLC.

On October 18, 2011, City Council passed Minute Order 10182011-001 authorizing an increase to the lease rate "Apron Property Lease" and "Hangar Land Lease" for Cothron Aviation, LLC, Arlington, Texas, under the terms of the 2005 lease amendment between the City of Arlington and Cothron Aviation, LLC.

On October 14, 2014, City Council passed Minute Order No. 10142014-001, authorizing an increase to the lease rate "Apron Property Lease" and "Hangar Land Lease" for Cothron Aviation, LLC, Arlington, Texas, under the terms of the 2005 lease amendment between the City of Arlington and Cothron Aviation, LLC.

### **ANALYSIS**

Federal Aviation Administration grant assurances prohibit airports that receive federal funds from selling land for development. Instead, airports are encouraged to enter into land leases with developers. This creates a sustained revenue stream for the airport, while allowing for construction of improvements by private sector companies.

Van Bortel Aircraft, Inc. has been located at the Arlington Airport since 1997. The company desires to purchase the leasehold improvements from Cothron Aviation, LLC. This purchase

would require Cothron Aviation, LLC to assign the lease to Van Bortel Aircraft, Inc. The City must consent to any assignment.

In addition to the consent to assignment, it is anticipated that the City will be requested to provide other documents to effectuate the sale, including but not limited to the following:

- Letter of Estoppel, or equivalent as may be required. A Letter of Estoppel is the City's certification to the lending institution and other parties of certain material terms of the lease, including that the lease is in full force and effect and that no default presently exists.
- Consent to Mortgage of Leasehold Estate or Hypothecation - This type of document is provided to a lender to pledge collateral for securing the borrower's debt financing, but only to the extent of the Lessee's interest in the leasehold estate. Approval of Consent to Mortgage of Leasehold Estate or Hypothecation neither waives the rights or interests of the City, nor releases the Lessee from compliance with any term, covenant, condition or restriction set forth in the lease.

**FINANCIAL IMPACT**

None. The Hangar Land Lease is currently at a rate of \$.242 per square foot, and the Apron Property Lease is at a rate of \$.338, which is market rate.

**ADDITIONAL INFORMATION**

Attached:	Resolution Consent to Assignment, Landlord Estoppel Certificate
Under separate cover:	None
Available in the City Secretary's office:	None

**STAFF CONTACT(S)**

Karen VanWinkle Airport Manager 817-459-5559 <a href="mailto:Karen.VanWinkle@arlingtontx.gov">Karen.VanWinkle@arlingtontx.gov</a>	Trent Ballard Assistant Airport Manager 817-459-5990 <a href="mailto:Trent.Ballard@arlingtontx.gov">Trent.Ballard@arlingtontx.gov</a>
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Resolution No. \_\_\_\_\_

**A resolution authorizing the execution of a Consent to Assignment relative to the assignment of airport property leases from Cothron Aviation, LLC of Arlington, Texas, to Van Bortel Aircraft, Inc. of Arlington, Texas, and authorizing the execution of any other documents necessary to effectuate the sale of leasehold improvements from Cothron Aviation, LLC to Van Bortel Aircraft, Inc.**

- WHEREAS, on September 19, 1967, City Council passed Resolution No. 67-2902, authorizing the execution of a lease agreement between the City and Thad M. Keenan for airport property for the private development of a hangar building; and
- WHEREAS, on February 3, 1976, City Council passed Resolution No. 76-22, authorizing the assignment of the lease agreement between the City and Thad M. Keenan to Leslie L. Cothron (“Hangar Land Lease”); and
- WHEREAS, on May 18, 1976, City Council passed Resolution No. 76-94, authorizing the amendment of Resolution No. 76-22 to provide a date for the beginning point of the optional eight year lease extension term; and
- WHEREAS, on June 18, 1976, Thad M. Keenan sold, transferred, and assigned to Mr. Cothron all of his interest in and to the Hangar Land Lease; and
- WHEREAS, on August 31, 1982, City Council passed Resolution No. 82-402, authorizing the execution of a lease agreement between the City and Leslie L. Cothron individually and as president of Cothron Aviation for airport property and paved improvements adjacent to the hangar land that provided for aircraft and vehicular parking (“Apron Property Lease”); and
- WHEREAS, on or about June 11, 1987, the Hangar Land Lease was extended by mutual agreement extending the term until November 10, 1997; and
- WHEREAS, on August 11, 1992, City Council passed Resolution No. 92-537 and Resolution No. 92-538, authorizing the execution of a lease modification between the City and Leslie L. Cothron individually and as president of Cothron Aviation to extend the terms of the Hangar Land Lease and the Apron Property Lease; and
- WHEREAS, on March 29, 1994, City Council passed Resolution No. 94-213, authorizing the City Manager to consent to the execution of a lease agreement by and between Cothron Aviation, Inc. and Leslie L. Cothron

dba Les Cothron Aviation, wherein the city consents to an 11 year sublease of a portion of excess hangar facilities at the Arlington Municipal Airport; and

WHEREAS, on October 17, 1995, City Council passed Resolution No. 95-674, authorizing the City Manager to execute a Consent to Lease, relative to a sublease between Leslie Cothron and Bell Helicopter Textron, Inc., leasing a portion of the existing building located at 5104 S. Collins Street for office and hangar space for storage and maintenance of aircraft; and

WHEREAS, effective September 9, 2005, Mr. Cothron entered into a Bill of Sale and Assignment with Cothron Aviation, LLC, in which Mr. Cothron conveyed to Cothron Aviation, LLC his interest in the hangar located on the Hangar Land Lease; and

WHEREAS, on November 8, 2005, City Council passed Resolution No. 05-678 authorizing the execution of a lease amendment to assign the Apron Property Lease and Hangar Land Lease to Cothron Aviation, LLC, extend the lease for an additional fifteen years, increase the leased area, increase the lease rate and allow for CPI adjustments every three years; and

WHEREAS, Van Bortel Aircraft, Inc. has been located at the Arlington Airport since 1997 and desires to purchase the leasehold improvements from Cothron Aviation, LLC; and

WHEREAS, this purchase would require Cothron Aviation, LLC to assign the lease to Van Bortel Aircraft, Inc.; and

WHEREAS, the City must consent to the assignment before any assignment; NOW THEREFORE

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

I.

That the City consents to the assignment of the Hangar Land Lease and the Apron Property Lease from Cothron Aviation, LLC to Van Bortel Aircraft, Inc. for all purposes and in accordance with the Modification and Consent to Assignment.

II.

That the City Manager or his designee is hereby authorized to execute a Consent to Assignment with Cothron Aviation, LLC and Van Bortel Aircraft, Inc. relative to the lease of land at the Arlington Municipal Airport.

III.

Further, the City Manager or his designee is hereby authorized to execute any other documents necessary to effectuate the sale of leasehold improvements from Cothron Aviation, LLC to Van Bortel Aircraft, Inc., including but not limited to a Letter of Estoppel and Consent to Mortgage of Leasehold Estate or Hypothecation.

IV.

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

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

\_\_\_\_\_  
W. JEFF WILLIAMS, Mayor

ATTEST:

\_\_\_\_\_  
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:  
TERIS SOLIS, City Attorney

BY Eddie Martin



- WHEREAS, on August 11, 1992, the CITY, by Resolution No. 92-537, authorized a lease modification to the Hangar Land Lease to extend the term of the Hangar Land Lease until November 10, 2005, and such lease modification to the Hangar Land Lease was so executed on August 11, 1992; and
- WHEREAS, on August 11, 1992, the CITY, by Resolution 92-538, authorized a lease modification to the Apron Property Lease to extend the term of the Apron Property Lease until November 10, 2005, and such lease modification to the Apron Property Lease was so executed to be effective August 1, 1992; and
- WHEREAS, effective September 9, 2005, Mr. Cothron, entered into a Bill of Sale and Assignment with COTHRON AVIATION, LLC, a Texas Limited Liability Company, in which Mr. Cothron conveyed to COTHRON AVIATION, LLC his interest in the hangar located on the Hangar Land Lease; and
- WHEREAS, on November 8, 2005, the CITY, by Resolution No. 05-678 authorized the execution of a lease amendment to assign the lease to Cothron Aviation, LLC, extend the lease for an additional fifteen years, and increase the leased area. The amendment also increased the lease rate and allowed for CPI adjustments every three years; and
- WHEREAS, on September 30, 2008, the CITY , by Minute Order No. 09302008-003 authorized an increase to the lease rate for Cothron Aviation, LLC, Arlington, Texas, under the terms of the 2005 lease amendment between the City of Arlington and Cothron Aviation, LLC.
- WHEREAS on June 28, 2011, the CITY, by Minute Order 06282011-005 authorized the execution of a Recognition and Nondisturbance Agreement to facilitate Cothron Aviation, LLC, Arlington, Texas obtaining financing through Worthington National Bank, N.A., Arlington, Texas for hangar improvements.
- WHEREAS, on October 18, 2011, the CITY, by Minute Order No. 10182011-001, authorized an increase to the lease rate under the terms of the 2005 lease amendment between the City of Arlington and Cothron Aviation, LLC; and
- WHEREAS, on October 14, 2014, the CITY, by Minute Order No. 10142014-001, authorized an increase to the lease rate for Cothron Aviation, LLC, Arlington, Texas, under the terms of the 2005 lease amendment between the City of Arlington and Cothron Aviation, LLC.
- WHEREAS, COTHRON desires to assign the Lease under the terms of the 2005 lease amendment between the CITY and Cothron Aviation, LLC to VAN BORTEL and has requested the CITY consider assignment of the Lease; and
- WHEREAS, CITY desires to consent to said assignment; NOW THEREFORE,

In consideration of the terms and conditions contained herein, the parties do mutually agree as follows:

**I.**  
**PREAMBLE**

All matters stated in the preamble of this Consent Agreement are found to be true and correct and are hereby incorporated within the body of this Consent Agreement as if copied herein in their entirety.

**II.**  
**ASSIGNMENT**

COTHRON desires to assign to VAN BORTEL its Lease which relates to the property and improvements located at 5104 S. Collins Street, Arlington, Texas, 76018. The property subject to the assignment includes the Hangar Land Lease comprising approximately 21,336 square feet and Apron Property Lease comprising approximately 11,235 square feet as reflected on the survey in **Exhibit "A"**. Any and all provisions of the Lease, which relate to the leased premises shall be in full and force and effect as to VAN BORTEL.

A. The leased premises described and incorporated herein are identified in **Exhibit "A"**:

BEING all that certain tract or parcel of land out of the W. D. Lacey Survey, Abstract 929 of Tarrant County, Texas, and being a part of the Arlington Municipal Airport and described as follows:

BEGINNING at a point for corner located 3862.15 feet, South 0° 15' 10" West and 543.32 feet, North 89° 44' 50" West of the last known northeast corner of the Arlington Municipal Airport property, and further being part of Lot 1, Block "A" according to the leasing plats for said airport;

THENCE South 37° 25' 18" East, 127.0 feet to a point for corner;

THENCE South 52° 34' 42" West, 168.0 feet to a point for corner;

THENCE North 37° 25' 18" West, 127.0 feet to a point for corner;

THENCE North 52° 34' 42" East, 168.0 feet to the PLACE OF BEGINNING

Six separate parcels of real property located at the Arlington Municipal Airport, more specifically described as follows:

- (i) A twenty foot by thirty foot (20' X 30') parcel of property located at the southwest corner of LESSEE's large hangar and adjacent to the southeast wall of LESSEE's large hangar;
- (ii) A one hundred forty-seven foot by twenty foot (147' X 20') parcel located adjacent to the north-east wall of LESSEE's large hangar;
- (iii) A twenty foot by fifty-one foot (20' X 51') parcel of property located east of LESSEE's large hangar;
- (iv) A two hundred twenty-seven foot by twenty-five foot (227' X 25') parcel of property located east of LESSEE's large hangar; and
- (v) A twenty foot by twenty foot (20' X 20') parcel of property located at the northern corner of LESSEE's large hangar and adjacent to the northwest side of the parcel described in (b)(ii);
- (vi) A twenty foot by thirty foot (20' X 30') parcel of property located at the northwest corner of LESSEE's large hangar and adjacent to the northwest wall of LESSEE's large hangar.

B. By signing below, CITY consents to the assignment of the assigned property from COTHRON to VAN BORTEL for all purposes and in accordance with the Lease. CITY further consents to the delegation of the duties and obligations due from COTHRON to CITY under that Lease relative to the assigned property, and beginning as of the Effective Date, the CITY will look solely to VAN BORTEL for the proper performance of the Lease relative to the assigned property. However, nothing in this Consent Agreement shall release or relieve COTHRON from any and all obligations owing under the Lease for both the assigned and unassigned property prior to the Effective Date.

C. This Assignment shall be binding on and inure to the benefit of parties to this Consent to Assignment, their heirs, executors, administrators, successors in interest and assigns.

Executed on the date first written above.

**ASSIGNOR:**  
**COTHRON AVIATION LLC.**

**ASSIGNEE:**  
**VAN BORTEL AIRCRAFT, INC.**

By: \_\_\_\_\_  
 MIKE COTHRON,  
 POWER OF ATTORNEY  
 COTHRON AVIATION, LLC.

By: \_\_\_\_\_  
 HOWARD VAN BORTEL,  
 PRESIDENT  
 VAN BORTEL AIRCRAFT, INC.





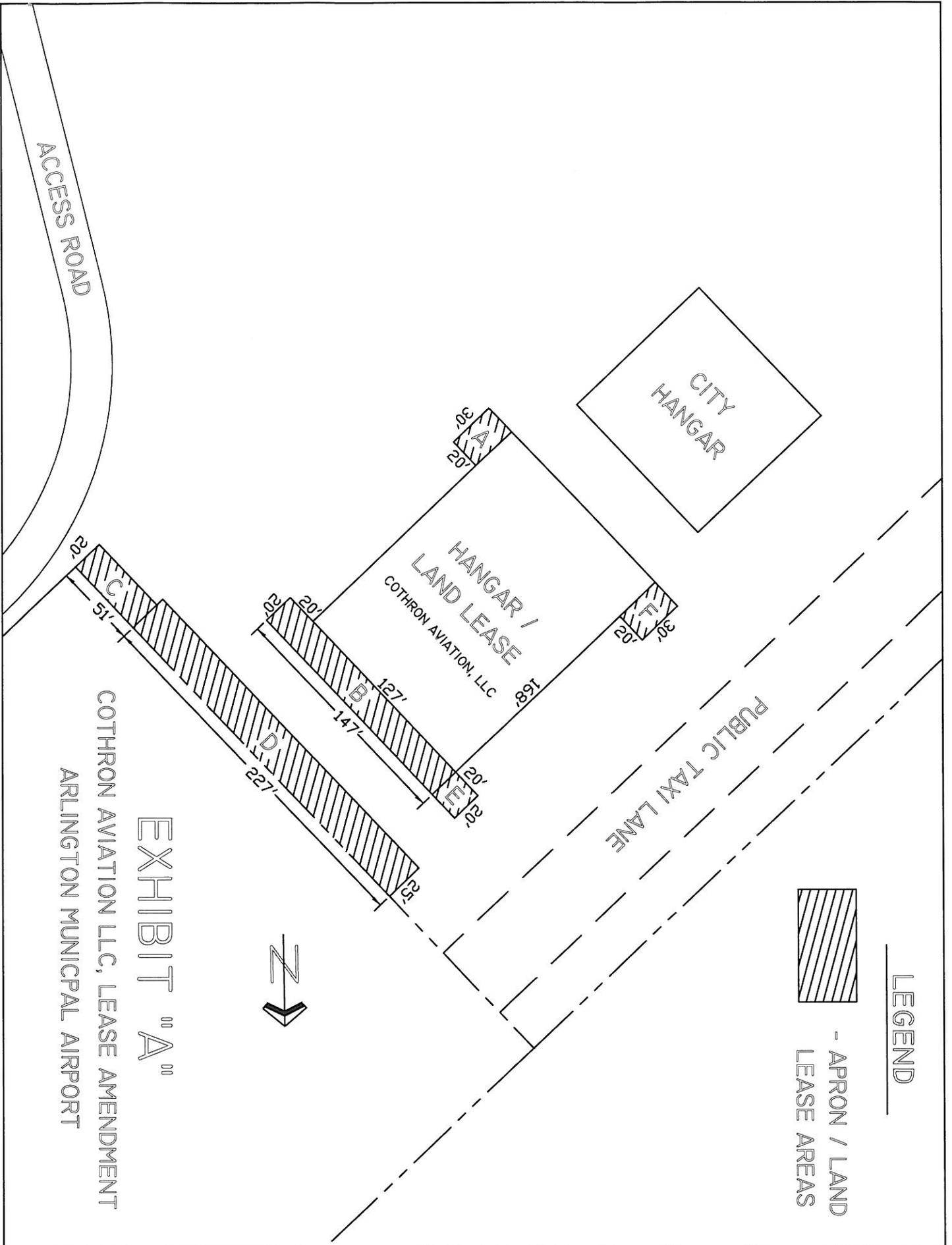


EXHIBIT "A"  
 COTHRON AVIATION LLC, LEASE AMENDMENT  
 ARLINGTON MUNICIPAL AIRPORT

LEGEND



- APRON / LAND  
 LEASE AREAS

**EXHIBIT E**

**LANDLORD ESTOPPEL CERTIFICATE**

**ESTOPPEL CERTIFICATE**

THIS ESTOPPEL CERTIFICATE is given as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by THE CITY OF ARLINGTON (“Landlord”) at the request of COTHRON AVIATION, LLC, a Texas limited liability company (“Tenant”), for the benefit of VAN BORTEL AIRCRAFT, INC., a New York corporation, and its permitted assigns (“Purchaser”).

RECITALS

1. In accordance with the terms and provisions of a certain Lease Agreement between the City of Arlington and Thad M. Keenan dated November 10, 1967, as amended by Lease Modification dated June 18, 1976 and Lease Modification dated August 11, 1992, and Letter of Consent executed August 20, 1982, (the “Hangar Land Lease”), and a certain Lease Agreement dated July 24, 1982, (Apron Property Lease), and the Hangar Land Lease and Apron Property Lease amended by Lease Amendment and Consent to Assignment dated December 6, 2005 (collectively, the “Master Lease”), and Tenant leases from Landlord certain premises (the “Property”) located at Arlington Municipal Airport, and being more particularly described in the Purchase and Sales Agreement dated July 28, 2016.

2. Tenant proposes to sell its leasehold interest in all of the Leased Premises, and to assign the Master Lease, to Purchaser.

STATEMENT

Landlord hereby confirms and represents that:

1. A true and complete copy of the Master Lease, as amended to date, is attached hereto as Exhibit 1. Tenant has accepted possession of the Leased Premises;
2. Improvements and space required to be furnished according to the Master Lease have been satisfactorily completed.
3. Tenant has fulfilled all of its duties of an inducement nature and, to Landlord’s knowledge, Tenant is not in default in the performance of any of the obligations it undertook under the terms of the Master Lease;
4. The Master Lease is in full force and effect and has not been modified or revised except as follows:

On June 28, 2011, City Council passed Minute Order 06282011-005 authorizing the execution of a Recognition and Nondisturbance Agreement for City approval to facilitate Cothron Aviation, LLC, Arlington, Texas obtaining financing through

Worthington National Bank, N.A., Arlington, Texas for hangar improvements. An executed copy of the Recognition and Nondisturbance Agreement was never returned.

5. The primary term of the Master Lease commenced on November 11, 2005, and expires on November 10, 2020;
6. Tenant has no remaining options to extend the term of the Master Lease;
7. The monthly base rental under the Master Lease is \$745.93 from November 10, 2014 until November 10, 2017.
8. Tenant has not deposited any security deposit with Landlord, and Tenant is not entitled to credit for any other sums on deposit with Landlord;
9. All rent, charges or other payments due Landlord under the terms of the Master Lease have been paid through September 1, 2016, and Tenant has not prepaid any rent or other charges more than 30 days in advance of the dates on which that rent or those charges have become due under the terms of the Master Lease;
10. Landlord knows of no claims, counterclaims, credits, defenses or set-offs that it currently has against Tenant in connection with the tenancy created by the Master Lease; and
11. To Landlord's knowledge, Tenant is not in material default in respect of any of its obligations and no event has occurred, and no condition exists, that would permit Landlord to terminate the Master Lease with the passage of time, the giving of notice or both.
12. Landlord hereby unconditionally consents to the assignment of Tenant's rights and interests under the Lease to Purchaser.

This Certificate shall inure to the benefit of and may be relied upon by Purchaser, and their respective successors and assigns.

IN WITNESS WHEREOF, Landlord has executed this Estoppel Certificate on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF ARLINGTON

By: \_\_\_\_\_

James F. Parajon, Deputy City Manager

# Staff Report



<b>Zoning Case PD16-3 (RaceTrac)</b>	
City Council Meeting Date: 8-23-16	Document Being Considered: Ordinance

## **RECOMMENDATION**

Following the public hearing, consider Zoning Case PD16-3 with a Development Plan.

## **PRIOR BOARD OR COUNCIL ACTION**

On September 16, 2015, the Planning and Zoning Commission recommended approval of Zoning Case ZA15-4 by a vote of 8-0-0.

On October 13, 2015, the City Council voted to deny Zoning Case ZA15-4 due to some prospective uses that would be allowed in Community Commercial zoning at the southern gateway to Arlington by a vote of 4-3-0.

On July 13, 2016, the Planning and Zoning Commission continued Zoning Case PD16-3 until August 3, 2016.

On August 3, 2016, the Planning and Zoning Commission recommended approval of PD16-3, as amended by the applicant to exclude the LI portion of the subject property by a vote of 7-1-0.

## **ANALYSIS**

### **Request**

Per the applicant's amended request on August 3, 2016, the Planning and Zoning Commission recommended approval to rezone only 2.325 acres (currently zoned Residential Estate) out of the originally requested 4.166-acre lot. The applicant has since changed their decision and would like to return to the original request, which is to change the zoning on the entire lot addressed at 1211 West Harris Road, and generally located north of West Harris Road and east of South Cooper Street.

Current zoning: Residential Estate (RE) and Light Industrial (LI)

Requested zoning: Planned Development (PD) for limited Community Commercial (CC) uses plus 'Package Liquor Store' use

The subject site is undeveloped, unplatted, and has split zoning with RE on the western section and LI on the eastern portion. The applicant is requesting a zoning change for the construction of a convenience store with a fuel station on the western section (2.325 acres) of the lot and future commercial development on the eastern section.

### **Adjacent Land Uses**

The adjacent property to the north is undeveloped and zoned RE. The property to the east is undeveloped and zoned LI. The property to the west, across South Cooper Street, is also undeveloped and zoned General Commercial (GC). The properties to the south, across West Harris Road, are zoned GC and LI and are developed with a Goodwill Industries donation and resource center, and an auto repair business.

### **Development Plan**

The applicant is proposing to divide the subject site into two lots, a 1.841-acre eastern lot and a 2.325-acre western lot. The western lot is proposed to be developed with a RaceTrac convenience store with gasoline sales. The eastern lot will remain undeveloped and is not a part of this PD request.

The proposed RaceTrac development will consist of an approximate 5,500-square-foot building and 16-pump gasoline service area. The building's exterior materials will be comprised of brick with a stone base, stone columns at the entrance as well as metal and wood accent features on the columns and roof. The color composition of the materials will be earthtones primarily featuring browns and sand colors. Each entry into the building will have a metal awning or canopy. The street-facing elevations will have at least 27% glazing in addition to the brick and stone creating an open atmosphere to the structure. The windows facing South Cooper Street will also feature awnings providing a contrast to the earthtone elements.

The proposed convenience store will also have an outdoor patio area on the West Harris Road side with seating for several patrons. The patio will be completely covered. There will also be a walkway that surrounds the store which will be at least five feet wide but expand to ten feet in some areas. Bollards will be strategically placed where parking is adjacent to the building for the protection of the patrons. Accent light poles will be incorporated around the stores walkway to enhance the aesthetic quality and provide appropriate visibility in the evening hours.

The applicant is proposing to have the required street trees along South Cooper Street and West Harris Road as well as supply additional trees along the boundary of the eastern lot. The applicant also proposes to provide the required plantings along the street to screen the parking, the parking lot landscaped islands, the screening of the dumpster enclosure, and along the northern boundary in the buffer area adjacent to the residentially-zoned property. The dumpster enclosure will also be turned at an angle so that the dumpster doors are not directly facing the street. The applicant will be providing recycling bins within the store and in the dumpster enclosure. In addition to the required plantings, the applicant also proposes to plant milkweed plants on the site as a nature preserve area for butterfly breeding.

For traffic purposes, the applicant proposes to construct a right turn lane from South Cooper Street onto the site so that northbound traffic is not adversely impacted by patrons turning into the site. There are ground signs with digital pricing displays proposed for the site on South Cooper Street and West Harris Road. There will be a four-foot wide sidewalk along West Harris Road and a portion of the existing four-foot wide sidewalk along South Cooper Street which will continue to remain. Because a deceleration lane will be built on the South Cooper Street side, the existing sidewalk will be removed from and replaced in the right-of-way just east of the deceleration lane.

Through this PD request the following uses will be excluded, Alternative Financial Institution, Banquet hall, Country club, Gas well, Golf course, Indoor gun range, Marina, Nightclub, Pawn shop, Second-hand goods store, Specialty paraphernalia sales, Tattoo parlor or piercing studio, Telecommunication facility towers >75 feet and stealth towers > 100 feet, Transit passenger terminal, Utility installation other listed, Utility lines, towers or metering station, Wrecker service and Self-Storage. This ensures that the future development of this key node entering Arlington from the south will be developed with retail uses that will serve the nearby residential uses appropriately. The applicant has stated that the existing RaceTrac store on South Cooper will be demolished once this store has been constructed and redeveloped with a restaurant.

Additionally, rezoning the LI-zoned portion would reduce the amount of industrial zoning in the area. Given the location along a six-lane divided major arterial, it is unlikely that a single family residential use would be developed.

**Sector Plan Conformity**

The 2015 Comprehensive Plan, *99 Square Miles*, contains goals for residential neighborhoods to have commercial development which provides convenient neighborhood services to those who live there. A PD for limited CC uses is a lower intensity zoning that allows these types of neighborhood convenience uses without the potential for more intense future uses.

The proposed zoning change is consistent with the strategies and goals in the Comprehensive Plan and is in general conformance with it and other relevant plans.

**FINANCIAL IMPACT**

None

**ADDITIONAL INFORMATION**

Attached:

Ordinance with Exhibits A and B  
Development Plan (4 pages)  
Case Information with P&Z Summary  
Letter from the Applicant (08-18-16)

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](mailto:Jennifer.Pruitt@arlingtontx.gov)

Kevin Charles  
Senior Planner  
Community Development and Planning  
817-459-6515  
[Kevin.Charles@arlingtontx.gov](mailto:Kevin.Charles@arlingtontx.gov)

**Ordinance No. 16-**

**An ordinance changing the zoning classification on certain property known as 1211 West Harris Road to Planned Development (PD) for limited Community Commercial (CC) uses plus a Package Liquor Store, 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 PD16-3 on August 3, 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 1211 West Harris Road, described in Exhibit A, is hereby changed to Planned Development (PD) for limited Community Commercial (CC) uses plus a Package Liquor Store, with a Development Plan, by the approval of PD16-3, 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.

(2)

9.

This ordinance shall become effective upon second publication.

PRESENTED AND GIVEN FIRST READING on the 23rd day of August, 2016 at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the 6th day of September, 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 \_\_\_\_\_

(3)

PD16-3  
EXHIBIT "A"

BEING A 4.166 ACRE TRACT OF LAND LOCATED IN THE T.O. HARRIS SURVEY, ABSTRACT NO. 645, IN THE CITY OF ARLINGTON, TARRANT COUNTY, TEXAS, BEING ALL OF A CALLED 4.1659 ACRE TRACT OF LAND AS DESCRIBED IN THE WARRANTY DEED TO CARROLL FAMILY INVESTMENT, LTD., A TEXAS LIMITED PARTNERSHIP, FILED FOR RECORD IN COUNTY CLERK'S INSTRUMENT NO. D214121059, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS (OPRTCT), SAID 4.166 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES & BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND ON THE NORTH RIGHT-OF-WAY LINE OF WEST HARRIS ROAD, A VARIABLE WIDTH RIGHT-OF-WAY, BEING THE SOUTHEAST CORNER OF SAID CALLED 4.1659 ACRE TRACT OF LAND, SAME BEING THE SOUTHWEST CORNER OF A CALLED 6.359 ACRE TRACT OF LAND AS DESCRIBED IN THE WARRANTY DEED TO LOUIS LAND COMPANY, FILED FOR RECORD IN COUNTY CLERK'S INSTRUMENT NO. D206026212, OPRTCT, FROM WHICH A 1/2 INCH CAPPED IRON ROD FOUND STAMPED "RPLS 5294" FOR THE SOUTHEAST CORNER OF SAID CALLED 6.359 ACRE TRACT OF LAND, BEARS NORTH 89 DEGREES 35 MINUTES 56 SECONDS EAST, A DISTANCE OF 408.47 FEET, SAID BEGINNING POINT HAVING A NAD 83 - TEXAS COORDINATE SYSTEM POSITION (GRID) OF N:6913743.7 E:2388937.0 (SEE NOTE AT BOTTOM OF DESCRIPTION FOR REFERENCED NETWORK);

THENCE SOUTH 89 DEGREES 39 MINUTES 52 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 299.99 FEET, TO A 5/8 INCH CAPPED IRON ROD SET STAMPED "MYCOSKIE MCINNIS";

THENCE NORTH 79 DEGREES 00 MINUTES 37 SECONDS WEST, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 195.23 FEET, TO A 5/8 INCH CAPPED IRON ROD FOUND STAMPED "RPLS 1640, BEING ON THE EAST RIGHT-OF-WAY LINE OF SOUTH COOPER STREET (FM HIGHWAY 157), A 120' RIGHT-OF-WAY AT THIS POINT, SAME BEING THE SOUTHWEST CORNER OF SAID CALLED 4.166 ACRE TRACT OF LAND, FROM WHICH A 5/8 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF A CALLED 1.213 ACRE TRACT OF LAND AS DESCRIBED IN THE WARRANTY DEED WITH VENDOR'S LIEN TO CHRISTIAN FELLOWSHIP FLOCK CHURCH, INC., FILED FOR RECORD IN COUNTY CLERK'S INSTRUMENT NO. D2044224966, OPRTCT, BEARS SOUTH 59 DEGREES 46 MINUTES 15 SECONDS WEST, A DISTANCE OF 138.51 FEET;

THENCE NORTH 00 DEGREES 05 MINUTES 47 SECONDS WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 338.52 FEET, TO A 5/8 INCH CAPPED IRON ROD FOUND STAMPED "RPLS 1640, SAID 5/8 INCH CAPPED IRON ROD HAVING A NAD 83 – TEXAS COORDINATE SYSTEM POSITION (GRID) OF N:6914117.7 E:2388444.9, AND BEING THE NORTHWEST CORNER OF SAID CALLED 4.166 ACRE TRACT OF LAND, SAME BEING THE SOUTHWEST CORNER OF A CALLED 1.4577 ACRE TRACT OF LAND AS DESCRIBED IN THE WARRANTY DEED TO JOHN M. FRANKLIN AND WIFE, THERESA C. FRANKLIN, AS TO AN UNDIVIDED 1/2 INTEREST, AND JAMES HARDIN AND WIFE, DIANE HARDIN, AS TO AN UNDIVIDED 1/2 INTEREST, FROM WHICH A 5/8 INCH CAPPED IRON ROD FOUND STAMPED "KSC 4019" FOR THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, DeRISO DEVELOPMENT ADDITION, AN ADDITION TO THE CITY OF ARLINGTON, TARRANT COUNTY TEXAS, ACCORDING TO THE PLAT RECORDED IN CABINET A, SLIDE 12256, PLAT RECORDS, TARRANT COUNTY, TEXAS (PRTCT), BEARS NORTH 00 DEGREES 05 MINUTES 47 SECONDS WEST, A DISTANCE OF 125.74 FEET, AND SOUTH 89 DEGREES 30 MINUTES 21 SECONDS WEST, A DISTANCE OF 2.91 FEET;

THENCE NORTH 89 DEGREES 41 MINUTES 06 SECONDS EAST, ALONG THE COMMON LINE OF SAID CALLED 4.166 ACRE TRACT OF LAND, AND SAID CALLED 1.4577 ACRE TRACT OF LAND, A DISTANCE OF 491.28 FEET, TO A 5/8 INCH CAPPED IRON ROD FOUND STAMPED "RPLS 1640, BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, AND BEING ON THE WEST LINE OF SAID CALLED 6.359 ACRE TRACT OF LAND, FROM WHICH A 1/2 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID CALLED 6.359 ACRE TRACT OF LAND BEARS NORTH 00 DEGREES 01 MINUTES 24 SECONDS WEST, A DISTANCE OF 301.39 FEET;

THENCE SOUTH 00 DEGREES 08 MINUTES 30 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 376.68 FEET, TO THE POINT OF BEGINNING AND CONTAINING 4.166 ACRES (181,482 SQUARE FEET) OF LAND, MORE OR LESS.

PD16-3

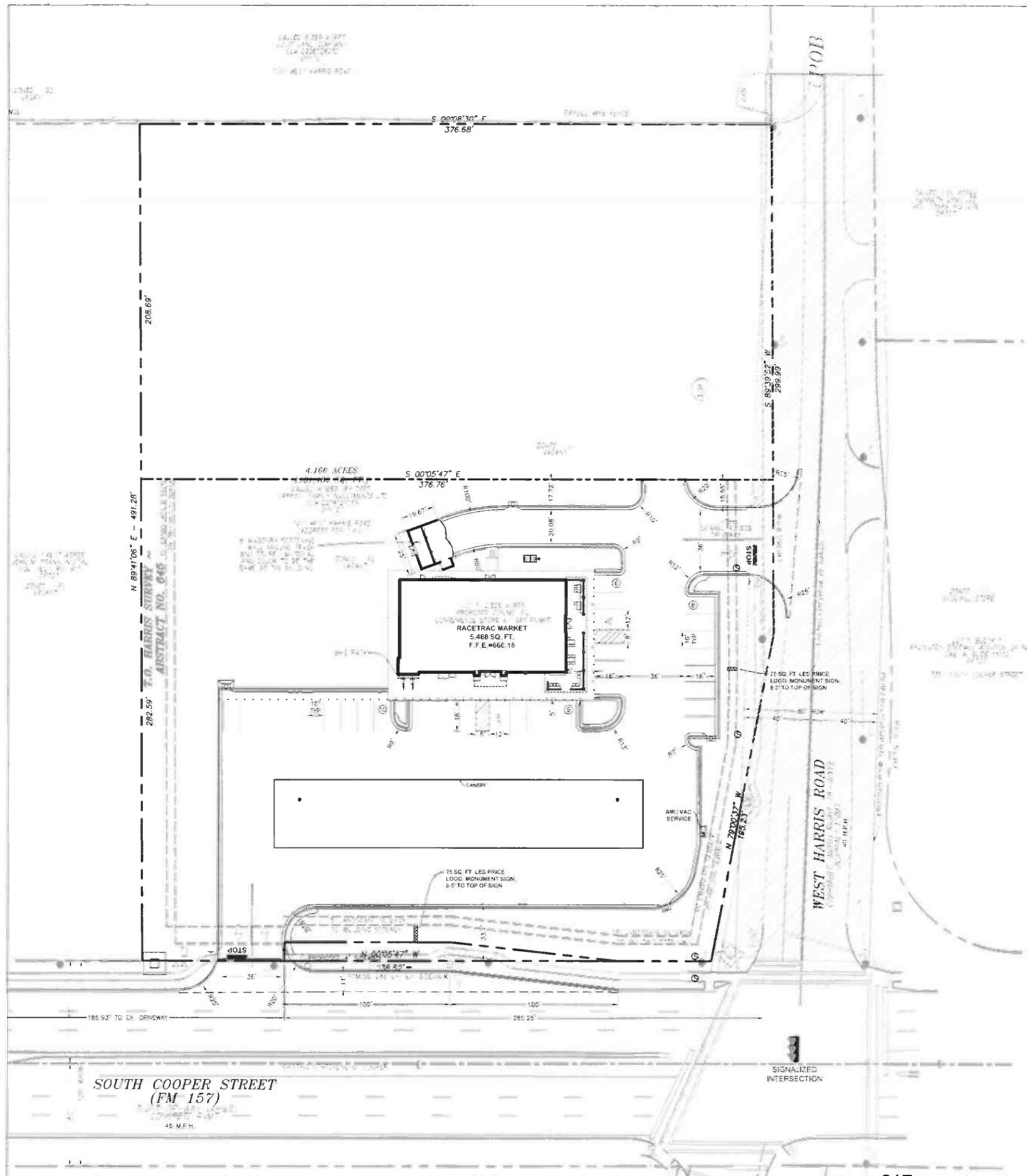
EXHIBIT "B"

1. The zoning of this site is Planned Development (PD) for limited Community Commercial (CC) uses plus a Package Liquor Store, with a Development Plan.
2. (a) The following uses shall not be allowed in this PD; Alternative Financial Institution, Banquet hall, Country club, Gas well, Golf course, Indoor gun range, Marina, Nightclub, Pawn shop, Second-hand goods store, Specialty paraphernalia sales, Tattoo parlor or piercing studio, Telecommunication facility towers >75 feet and stealth towers > 100 feet, Transit passenger terminal, Utility installation other listed, Utility lines, towers or metering station, Wrecker service, and Self-Storage  
  
(b) Package Liquor Store use shall be allowed only in the 1.841 acre eastern section of the lot
3. The property shall be developed with a 5,500 square foot convenience store with gasoline sales. The building materials brick with a stone base, stone columns at the entrance as well as metal and wood accent features on the columns and roof.
4. A total of 16 gas dispensing pumps shall be provided under the gas canopy. The columns of the gas canopy shall be 100 percent brick and the roof material shall be standing seam metal.
5. The color composition of the materials will be earthtones primarily featuring browns and sand colors. Each entry into the building will have a metal awning or canopy. The street-facing elevations will have at least 27% glazing in addition to the brick and stone creating an open atmosphere to the structure. The windows facing South Cooper Street will also feature awnings providing a contrast to the earthtone elements.
6. For traffic purposes, the applicant proposes to construct a right turn lane from South Cooper Street onto the site so that northbound traffic is not adversely impacted by patrons turning into the site.
7. Because a deceleration lane will be built on the South Cooper Street side, the existing sidewalk will be removed from and replaced in the right-of-way just east of the deceleration lane.
8. Accent light poles will be incorporated around the stores walkway to enhance the aesthetic quality and provide appropriate visibility in the evening hours.

(6)

9. The applicant will be providing recycling bins within the store and in the dumpster enclosure.
10. Landscaping shall include four-inch caliper trees along the street frontages and Milkweed native plants shall be incorporated into the landscape of the site. Landscaping shall be installed per the attached Landscape Plan.
11. 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.

(7)



**SITE LEGEND (PROPOSED):**

- PROPERTY LINE
- PROPOSED PARKING STALLS
- BUILDING CORNER
- NEW FIRE LANE (PER LOCAL CODES)
- FIRE TRUCK PATH
- ELECTRIC TRANSFORMER PAD (PER LOCAL CODES)
- SIGNAGE
- PAINTED SOLID TRAFFIC FLOW ARROWS
- NEW CURB AND GUTTER
- STOP BAR
- CONCRETE BASKING ON CURB - SEE PARKING PLAN
- FUTURE R.O.W. LINES PER CITY REQUIREMENTS



**VICINITY MAP**

**SITE NOTES AND DETAILS:**

NOTE NUMBER	DESCRIPTION	COORDINATING DETAIL NUMBER (SEE DETAIL SHEETS)
1	1" NEW CURB TO MATCH EXISTING CURB	1-1
2	TRANSITION TO NEW CURB TO MATCH EXISTING CURB	1-2
3	NEW CONCRETE CURB AND GUTTER - SEE PARKING PLAN FOR DETAILS	1-3
4	NEW DRIVE AISLES - SEE PARKING PLAN FOR DETAILS	1-4
5	NEW DRIVE AISLES WITH CONCRETE FINISH - SEE PARKING PLAN FOR DETAILS	1-5
6	4" NEW CONCRETE DRIVE AISLES - SEE PARKING PLAN FOR DETAILS	1-6
7	LANDSCAPE AREA - SEE LANDSCAPE PLAN FOR DETAILS	1-7
8	4" NEW CONCRETE DRIVE AISLES WITH CURB - SEE PARKING PLAN FOR DETAILS	1-8
9	4" NEW CONCRETE DRIVE AISLES WITH CURB AND GUTTER - SEE PARKING PLAN FOR DETAILS	1-9
10	4" NEW CONCRETE DRIVE AISLES WITH CURB AND GUTTER - SEE PARKING PLAN FOR DETAILS	1-10
11	4" NEW CONCRETE DRIVE AISLES WITH CURB AND GUTTER - SEE PARKING PLAN FOR DETAILS	1-11
12	4" NEW CONCRETE DRIVE AISLES WITH CURB AND GUTTER - SEE PARKING PLAN FOR DETAILS	1-12
13	4" NEW CONCRETE DRIVE AISLES WITH CURB AND GUTTER - SEE PARKING PLAN FOR DETAILS	1-13
14	4" NEW CONCRETE DRIVE AISLES WITH CURB AND GUTTER - SEE PARKING PLAN FOR DETAILS	1-14
15	4" NEW CONCRETE DRIVE AISLES WITH CURB AND GUTTER - SEE PARKING PLAN FOR DETAILS	1-15
16	4" NEW CONCRETE DRIVE AISLES WITH CURB AND GUTTER - SEE PARKING PLAN FOR DETAILS	1-16
17	4" NEW CONCRETE DRIVE AISLES WITH CURB AND GUTTER - SEE PARKING PLAN FOR DETAILS	1-17
18	4" NEW CONCRETE DRIVE AISLES WITH CURB AND GUTTER - SEE PARKING PLAN FOR DETAILS	1-18
19	4" NEW CONCRETE DRIVE AISLES WITH CURB AND GUTTER - SEE PARKING PLAN FOR DETAILS	1-19
20	4" NEW CONCRETE DRIVE AISLES WITH CURB AND GUTTER - SEE PARKING PLAN FOR DETAILS	1-20
21	4" NEW CONCRETE DRIVE AISLES WITH CURB AND GUTTER - SEE PARKING PLAN FOR DETAILS	1-21
22	4" NEW CONCRETE DRIVE AISLES WITH CURB AND GUTTER - SEE PARKING PLAN FOR DETAILS	1-22
23	4" NEW CONCRETE DRIVE AISLES WITH CURB AND GUTTER - SEE PARKING PLAN FOR DETAILS	1-23
24	4" NEW CONCRETE DRIVE AISLES WITH CURB AND GUTTER - SEE PARKING PLAN FOR DETAILS	1-24
25	4" NEW CONCRETE DRIVE AISLES WITH CURB AND GUTTER - SEE PARKING PLAN FOR DETAILS	1-25
26	4" NEW CONCRETE DRIVE AISLES WITH CURB AND GUTTER - SEE PARKING PLAN FOR DETAILS	1-26
27	4" NEW CONCRETE DRIVE AISLES WITH CURB AND GUTTER - SEE PARKING PLAN FOR DETAILS	1-27
28	4" NEW CONCRETE DRIVE AISLES WITH CURB AND GUTTER - SEE PARKING PLAN FOR DETAILS	1-28
29	4" NEW CONCRETE DRIVE AISLES WITH CURB AND GUTTER - SEE PARKING PLAN FOR DETAILS	1-29
30	4" NEW CONCRETE DRIVE AISLES WITH CURB AND GUTTER - SEE PARKING PLAN FOR DETAILS	1-30
31	4" NEW CONCRETE DRIVE AISLES WITH CURB AND GUTTER - SEE PARKING PLAN FOR DETAILS	1-31
32	4" NEW CONCRETE DRIVE AISLES WITH CURB AND GUTTER - SEE PARKING PLAN FOR DETAILS	1-32
33	4" NEW CONCRETE DRIVE AISLES WITH CURB AND GUTTER - SEE PARKING PLAN FOR DETAILS	1-33
34	4" NEW CONCRETE DRIVE AISLES WITH CURB AND GUTTER - SEE PARKING PLAN FOR DETAILS	1-34
35	4" NEW CONCRETE DRIVE AISLES WITH CURB AND GUTTER - SEE PARKING PLAN FOR DETAILS	1-35
36	4" NEW CONCRETE DRIVE AISLES WITH CURB AND GUTTER - SEE PARKING PLAN FOR DETAILS	1-36
37	4" NEW CONCRETE DRIVE AISLES WITH CURB AND GUTTER - SEE PARKING PLAN FOR DETAILS	1-37
38	4" NEW CONCRETE DRIVE AISLES WITH CURB AND GUTTER - SEE PARKING PLAN FOR DETAILS	1-38
39	4" NEW CONCRETE DRIVE AISLES WITH CURB AND GUTTER - SEE PARKING PLAN FOR DETAILS	1-39
40	4" NEW CONCRETE DRIVE AISLES WITH CURB AND GUTTER - SEE PARKING PLAN FOR DETAILS	1-40
41	4" NEW CONCRETE DRIVE AISLES WITH CURB AND GUTTER - SEE PARKING PLAN FOR DETAILS	1-41
42	4" NEW CONCRETE DRIVE AISLES WITH CURB AND GUTTER - SEE PARKING PLAN FOR DETAILS	1-42
43	4" NEW CONCRETE DRIVE AISLES WITH CURB AND GUTTER - SEE PARKING PLAN FOR DETAILS	1-43
44	4" NEW CONCRETE DRIVE AISLES WITH CURB AND GUTTER - SEE PARKING PLAN FOR DETAILS	1-44
45	4" NEW CONCRETE DRIVE AISLES WITH CURB AND GUTTER - SEE PARKING PLAN FOR DETAILS	1-45
46	4" NEW CONCRETE DRIVE AISLES WITH CURB AND GUTTER - SEE PARKING PLAN FOR DETAILS	1-46
47	4" NEW CONCRETE DRIVE AISLES WITH CURB AND GUTTER - SEE PARKING PLAN FOR DETAILS	1-47
48	4" NEW CONCRETE DRIVE AISLES WITH CURB AND GUTTER - SEE PARKING PLAN FOR DETAILS	1-48
49	4" NEW CONCRETE DRIVE AISLES WITH CURB AND GUTTER - SEE PARKING PLAN FOR DETAILS	1-49
50	4" NEW CONCRETE DRIVE AISLES WITH CURB AND GUTTER - SEE PARKING PLAN FOR DETAILS	1-50

SEE ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS. ANY DIFFERENCES SHALL BE REPORTED TO CIVIL ENGINEER PRIOR TO BUILDING LAYOUT.

**SITE DATA TABLE - LOT 1**

LOT AREA	4.100 ACRES
REAR LOT DIMENSION	4.20'
REAR LOT AREA	44,000 SQ. FT.
PREVIOUS AREA	46,500 SQ. FT.
TO MIDLANDS AREA	48,000
SALES FLOOR AREA	5,488 SQ. FT.
MARKING REQUIRED	1,000 SQ. FT. CONTRACTOR MARKING PROVIDED
MARKING PROVIDED	14 STALLS

**SITE GENERAL NOTES:**

1. DIMENSIONS SHALL BE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
2. SEE ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF ARLINGTON AND THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) PRIOR TO CONSTRUCTION.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF ARLINGTON AND THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) PRIOR TO CONSTRUCTION.
5. ALL UTILITIES (WATER, GAS, AND SEWER) SHALL BE LOCATED AND DEPTH NOTED IN ACCORDANCE WITH CITY AND STATE REQUIREMENTS PRIOR TO CONSTRUCTION.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF ARLINGTON AND THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) PRIOR TO CONSTRUCTION.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF ARLINGTON AND THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) PRIOR TO CONSTRUCTION.
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20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF ARLINGTON AND THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) PRIOR TO CONSTRUCTION.

**CITY SITE PLAN**  
**RACETRAC MARKET**  
 Cooper St. and W. Harris Rd.  
 Arlington, Texas

**The Bousquet Group, Inc.**  
 501 S. Carroll Blvd.  
 Suite 201  
 Denton, TX 76201  
 940.566.0088  
 940.566.0088 fax  
 Texas Firm No. E-8942

**RaceTrac**  
 RACETRAC PETROLEUM, INC.  
 3325 CUMBERLAND BOULEVARD  
 SUITE 100 ATLANTA, GA 30339  
 (770) 431-7600

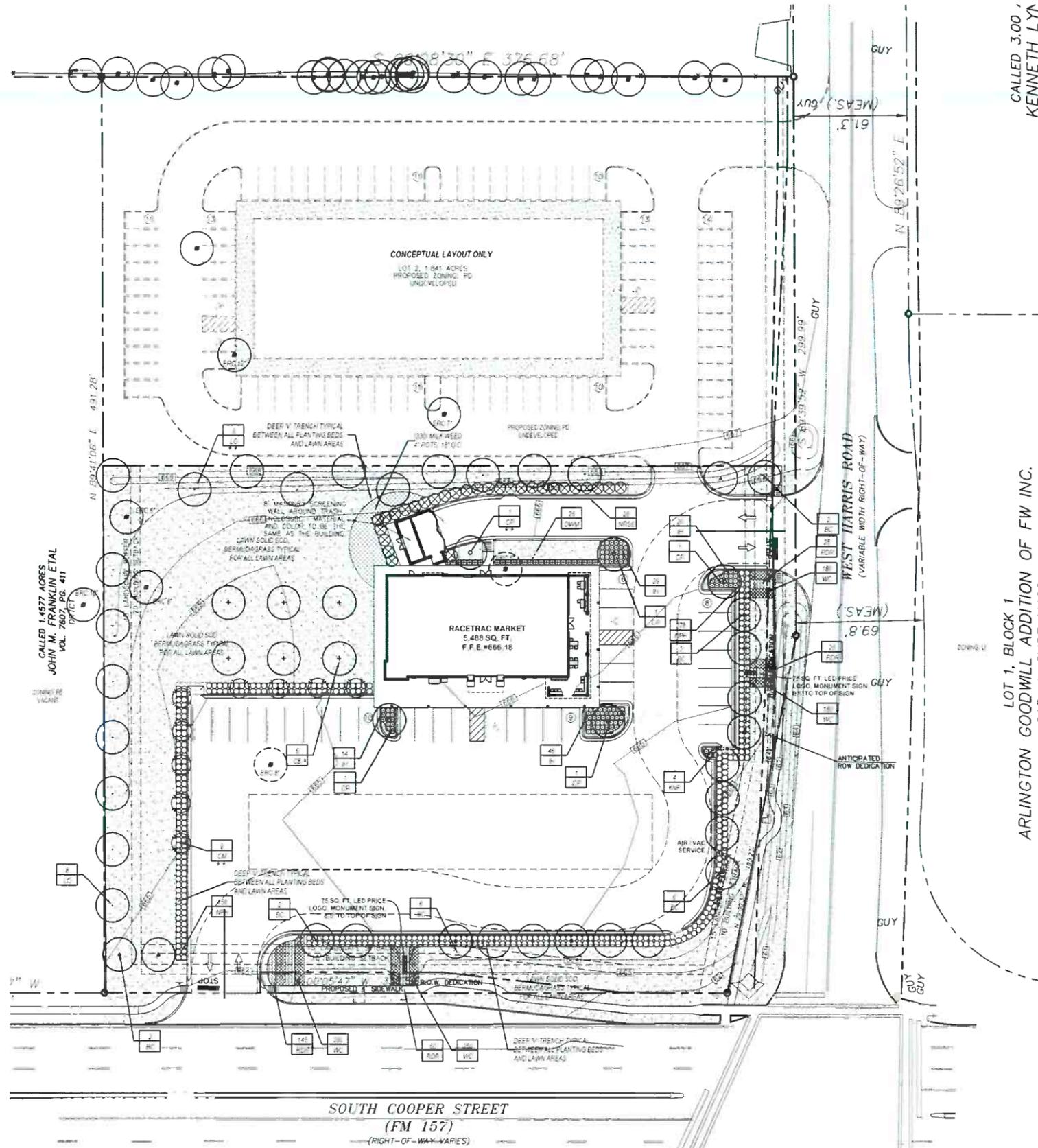
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 DRAWING NAME: C-1.1  
 SHEET NO: C-1.1  
 VERSION: 1.0

NO. 05/3116

PRELIMINARY

THESE PLANS ARE SUBJECT TO FEDERAL COPYRIGHT LAWS. ANY USE OF SAME WITHOUT THE EXPRESS WRITTEN PERMISSION OF RACETRAC PETROLEUM, INC. IS PROHIBITED.





**GENERAL LAWN NOTES**

1. Fine grade areas to achieve final contours indicated on site plans.
2. As-built contours to achieve positive drainage away from buildings. Provide uniform founding at top and bottom of slopes and other breaks in grade. Correct irregularities and areas where water may stand.
3. All lawn areas to receive final grade shall be left to a maximum of 1" below final design grade. Contractor to coordinate operations with on-site Construction Manager.
4. Imported topsoil shall be natural, friable soil from the region known as "bottom soil" free from lumps, clay, hard substances, rocks, debris, vegetation, stones, containing no salt and toxic to down in soil.
5. All lawn areas to be fine graded, imported topsoil compacted, and final grade approved by the Owner's Construction Manager or Architect prior to installation.
6. All rock 3/4" diameter and larger on crest, back, or slope shall be removed prior to placing topsoil and any other installation.
7. Contractor shall provide 11" wide curb of imported topsoil at all areas to be landscaped.

**LANDSCAPE NOTES**

1. Contractor shall verify all existing and proposed site elements and notify Architect of any discrepancies. Survey data of existing conditions was submitted by other.
2. Contractor shall locate all existing underground utilities and notify Architect of any conflicts. Contractor shall exercise caution when working in the vicinity of underground utilities.
3. Contractor is responsible for obtaining all required landscape and irrigation permits.
4. Contractor to provide a minimum 2% slope away from all structures.
5. All existing beds and lawn areas to be separated by 1/2" TRENCH. No steel to be installed adjacent to pavement or curbs.
6. All landscape areas to be 100% irrigated with an underground automatic irrigation system and shall include rain and freeze sensors.
7. All lawn areas to be Soil Sols Bermudagrass, unless otherwise noted on the drawings.

**MAINTENANCE NOTES**

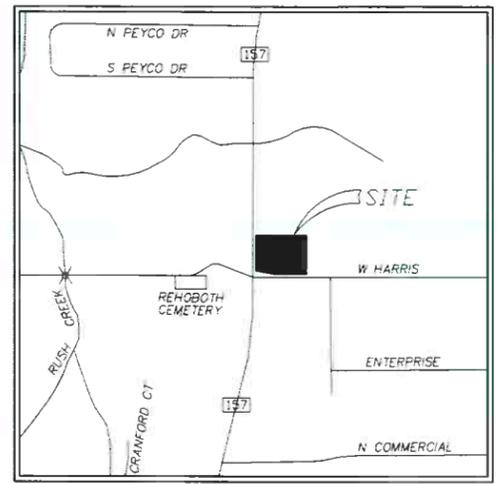
1. The Owner, tenant and their agents if any shall be jointly and severally responsible for the maintenance of all landscape.
2. All landscape shall be maintained in annual and ordinary manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding and other such activities common to landscape maintenance.
3. All landscape areas shall be kept free of leaf litter, weeds and other such material or debris not part of the plan.
4. All plant materials shall be maintained in a healthy and growing condition at all appropriate for the season of the year.
5. All plant materials which are damaged or diseased shall be replaced with equal or better value.
6. Contractor shall provide separate bid schedule for one year's maintenance at regular intervals.

**SOLID SOD NOTES**

1. Fine grade areas to achieve final contours indicated. Leave areas to receive topsoil 12" below final design grade in planting areas and 1" above final grade in turf areas.
2. As-built contours to achieve positive drainage away from buildings. Provide uniform founding at top and bottom of slopes and other breaks in grade. Correct irregularities and areas where water may stand.
3. All lawn areas to receive final grade shall be left to a maximum of 1" below final design grade. Contractor to coordinate operations with on-site Construction Manager.
4. Contractor to coordinate with on-site Construction Manager for availability of existing roads.
5. Planting to be done to cover indicated areas completely. Install edge of topsoil and planting. Topsoil shall be 12" deep with 1/2" curb.
6. Roll grass areas to achieve a smooth, even surface, free from undulations, ruts, etc.
7. Water soil thoroughly as top operation progresses.
8. Contractor shall maintain all lawn areas until final acceptance. This shall include but not limited to: mowing, watering, weeding, cultivating, seeding and re-seeding until to final areas to meet parts of it against, healthy condition.
9. Contractor shall guarantee establishment of an acceptable lawn area and shall provide replacement lawn sods if necessary.
10. If installation occurs between September 1 and March 1, all sods shall be over-watered with Winter Polygrass, at a rate of 1/4" pounds per one thousand (1000) square feet.

CALLLED 3.00 - KENNETH LY

LOT 1, BLOCK 1 ARLINGTON GOODWILL ADDITION OF FW INC.



**PLANT LIST**

TREES	QTY	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
20	BC	Red Cypress	Taxodium distichum	4' cal.	container grown 14" h, 4-5' spread min, matching	
5	CE	Cedar Elm	Ulmus crassifolia	4' cal.	container grown 14" h, 4-5' spread min, matching	
5	CP	Chinese Pistache	Quercus chinensis	4' cal.	container grown 14" h, 4-5' spread min, matching	
17	LC	Lawn Care	Quercus nigra	4' cal.	container grown 14" h, 4-5' spread min, matching	
9	CM	Creole Myrtle (Dallas Red)	Lagotis indica Dallas Red	2' cal.	container grown 8" h, 1/2" cal, 5-6' spread, no cross-coring	

SHRUBS	QTY	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
200	ROR	Red Omb Rose	Rosa sp. 'Red Omb'	1' DB	container 18" diam, 18" cal.	
438	NPH	Needlepoint Holly	Ilex cornuta 'Needlepoint'	5' DB	container 18" diam, 24" h, min 30" cal.	
28	NRSR	Nellee H. Shreve Holly	Ilex sp. 'Nellee H. Shreve'	6' h	container 18" diam	
139	H	Holly-Hawthorn 'Lark'	Raphanostyle indica 'Lark'	5' DB	container 18" diam, 20" spread, 24" cal.	
4	KHR	Double Knockout Rose	Rosa sp. 'Double Knockout'	3' DB	container 18" diam, 20" cal.	
20	DWM	Dwarf Weigela 'Doris Duff'	Maackia bicolor 'Doris Duff'	5' DB	container 18" diam, 20" cal.	

GROUNDCOVERS	QTY	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
896	WC	Wintercreeper	Common Dierisgrass	Elymus lodovicianus	4' post	container 10-12" square, 12" cal.

NOTE: Plant list is an estimate only. Contractor shall verify all quantities of plant. All heights and spread are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have prepacks and be matching within varieties.

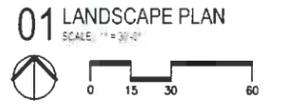
**LANDSCAPE TABULATIONS**

STREET FRONTAGE	REQUIREMENTS	PROVIDED
West Harris Road (162.0' x 162.0')	11 trees 2" cal. or 10 trees 4" cal.	11 trees 2" cal. or 10 trees 4" cal.
South Cooper Street (157.0' x 157.0')	11 trees 2" cal. or 10 trees 4" cal.	11 trees 2" cal. or 10 trees 4" cal.
West Harris Road (162.0' x 162.0')	11 trees 2" cal. or 10 trees 4" cal.	11 trees 2" cal. or 10 trees 4" cal.
South Cooper Street (157.0' x 157.0')	11 trees 2" cal. or 10 trees 4" cal.	11 trees 2" cal. or 10 trees 4" cal.

LANDSCAPE DATA TABLE	
LANDSCAPE AREA	157.0' x 157.0'
LANDSCAPE AREA	41,800.00 SF ± 4.41 AC
LANDSCAPE AREA	157.0' x 157.0'



smr  
LANDSCAPE ARCHITECTS, INC.  
1708 N. GUY ST.  
DALLAS, TEXAS 75208  
TEL: 214-871-1000  
FAX: 214-871-1040  
EMAIL: smr@smr.com



DATE	July 11, 2016
SCALE	1" = 30'-0"
DRAWN BY	BDA
DRAWING NAME	Landscape Plan
SHEET NO.	L-1.1
VERSION	

THESE PLANS ARE FOR THE PROJECT OF RACETRAC PETROLEUM, INC. ANY USE OF SAME WITHOUT THE EXPRESS WRITTEN PERMISSION OF PETROLEUM, INC. IS PROHIBITED.

RACETRAC PETROLEUM, INC.  
3225 CUMBERLAND BOULEVARD  
SUITE 100 ATLANTA, GA 30339  
(770) 431-7600

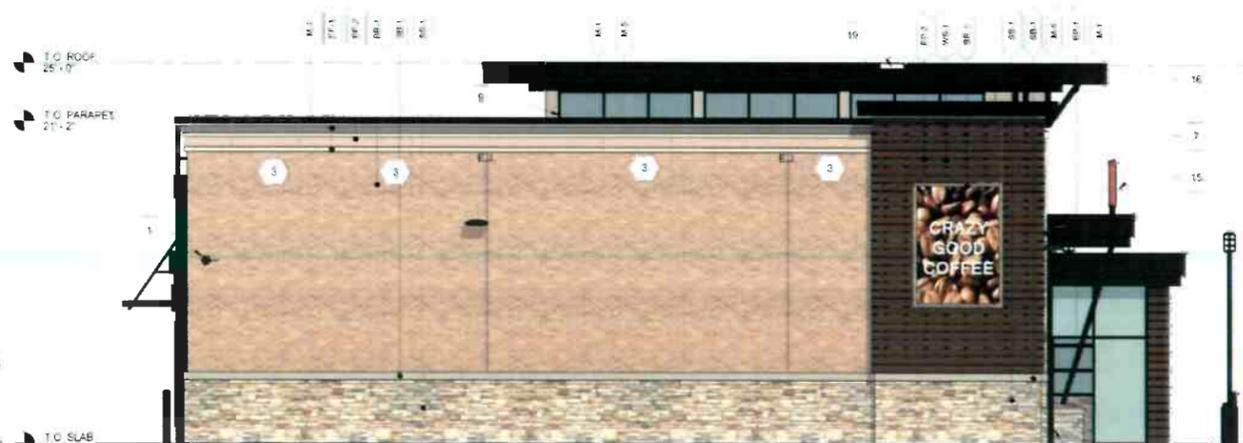
LANDSCAPE PLAN  
RACETRAC MARKET  
Cooper St. and W. Harris Rd.  
Arlington, Texas



**4 SOUTH ELEVATION - FACING HARRIS ROAD**  
3/16" = 1'-0"

**RIGHT ELEVATION**  
1,326 TOTAL SF

MATERIAL	SQ. FOOT.	% OF ELEVATION
STONE	140	11%
BRICK	366	28%
EFS	104	8%
GLAZING	388	29%
METAL	204	16%
WOOD	110	8%

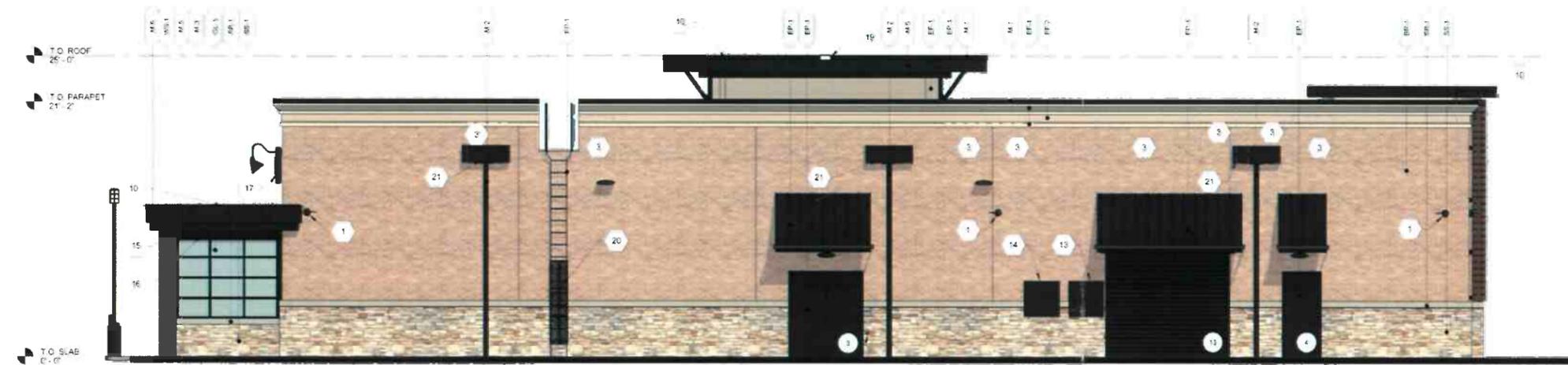


**3 NORTH ELEVATION**  
3/16" = 1'-0"

**LEFT ELEVATION**  
1,239 TOTAL SF

MATERIAL	SQ. FOOT.	% OF ELEVATION
STONE	266	21%
BRICK	711	57%
EFS	80	7%
GLAZING	0	0%
METAL	32	3%
WOOD	144	12%

ELEVATION	SIGNAGE	DIMENSIONS	AREA
FRONT	RT PARALLELLOGRAM	17'-6" X 3'-0"	40 SF
	BANNER	7'-8" X 5'-8"	42 SF
LEFT	BANNER	7'-8" X 5'-8"	42 SF
RIGHT	RT PARALLELLOGRAM	17'-6" X 3'-0"	40 SF



**2 EAST ELEVATION**  
3/16" = 1'-0"

**REAR ELEVATION**  
2,258 TOTAL SF

MATERIAL	SQ. FOOT.	% OF ELEVATION
STONE	402	17%
BRICK	1156	51%
EFS	152	7%
GLAZING	57	3%
METAL	255	11%
WOOD	16	1%



**1 WEST ELEVATION - FACING COOPER STREET**  
3/16" = 1'-0"

**FRONT ELEVATION**  
2,411 TOTAL SF

MATERIAL	SQ. FOOT.	% OF ELEVATION
STONE	539	22%
BRICK	965	40%
EFS	147	6%
GLAZING	648	27%
METAL	222	9%
WOOD	220	9%

**ELEVATION KEY NOTES**

1. WALL MOUNTED SECURITY CAMERA
2. 3" SQUARE DOWNSPOUT - REFER TO CIVIL DRAWINGS FOR CONNECTIONS
3. MECHANICAL EQUIPMENT BEYOND
4. REFER TO DETAILS FOR CAST STONE SHAPES
5. HOSE BIBB - REFER TO PLUMBING DRAWINGS
6. PATIO CEILING FANS BY CEILING BEYOND - REFER TO REFLECTED CEILING PLAN AND SPECIFICATIONS
7. ILLUMINATED SIGN PANEL BY OWNER MOUNTED ON MINIMUM 4" STEEL TUBES OR HSS TUBES. PAINT EP-1
8. BRONZE BREAK METAL WRAP AT WINDOW JAMB. TYPICAL
9. DUROLAST ROOFING TO BE RUN UP CLERESTORY TO UNDERSIDE OF WINDOW - REFER TO WALL SECTIONS & DETAIL 2/4-11
10. ACM PANEL REVEAL LINE - REFER TO REFLECTED CEILING PLAN FOR DIMENSIONS
11. 3" SQUARE METAL DOWNSPOUT ATTACHED TO WALL WITH BRACKETS - REFER TO CIVIL FOR CONNECTIONS
12. EMERGENCY FUEL SHUT OFF SWITCH - MOUNT TOP OF SIGN AT 50" A.F.F.
13. LOCATION OF ELECTRICAL SERVICE C/T AND METER
14. GENERATOR TAP BOX - SEE ELECTRICAL FOR LOCATION
15. SECURITY CAMERA MOUNTED ON SOFFIT OF PATIO SEATED AREA
16. OVERFLOW SPILL SCUPPER
17. ILLUMINATED SIGN PANEL BY OWNER MOUNTED TO WALL. PAINT ATTACHMENTS EP-1
18. PACKAGE PASSER - REFER TO EQUIPMENT PLAN
19. SPILL SCUPPER - REFER TO DETAIL
20. PROVIDE METAL GUARD GATE AT LADDER TO 8" AFF WITH LOCKING HASP
21. 4'-0" WIDE X 1'-7" HIGH SCUPPER - REFER TO DETAILS ON SHEET A201
22. OPERABLE GARAGE DOOR SYSTEM
23. OPACQUE WINDOW GLINGS BY RACETRAC
24. WELCOME SIGN

**EXTERIOR MATERIAL SCHEDULE**

AW-1	ALUMINUM AWNING	SELECTED BY RACETRAC
BR	BRICK	LAREDO BRICK MORTAR COLOR "LIGHT BUFF"
BR-1	BORAL	LAREDO BRICK MORTAR COLOR "LIGHT BUFF"
CS	CAST STONE	COLOR 1102 NATURAL STONE. MORTAR COLOR "LIGHT BUFF"
CS-1	CONTINENTAL CAST STONE OR APPROVED OTHER	MATCH BORAL TUSCAN LINTEL CHAMPAGNE COLOR "LIGHT BUFF"
EFS		
EF-1	STO	STO THERM CI "FINE FINISH" APPLICATION. COLOR TO MATCH SW #8113 "INTERACTIVE CREAM"
EF-2	STO	STO THERM CI "FINE FINISH" APPLICATION. COLOR TO MATCH SW #8094 "SENSATIONAL SAND"
GLAZING		
GL-1	1" NON-IMPACT RATED INSULATED GLAZING	CLIMATE ZONES 2 OR 3. IGL AT STOREFRONT (0.27 U-FACTOR, SHGC PF#0.25#0.27 (14" PPG SOLARBAN 70-XL LOW-E #2 +1/2" AIR + 1/4" CLEAR)
GL-2	1" NON-IMPACT RATED ACID ETCHED INSULATED GLAZING	CLIMATE ZONES 1 OR 3. IGL AT STOREFRONT (0.27 U-FACTOR, SHGC PF#0.25#0.27 (14" PPG SOLARBAN 70-XL LOW-E #2 +1/2" AIR + 1/4" CLEAR SATIN ETCH #3)
METAL		
M-1	PREFINISHED 2-PIECE COMPRESSION METAL COVER	METAL TO MATCH STOREFRONT COLOR DARK BRONZE
M-2	COLOR DARK BRONZE	METAL TO MATCH STOREFRONT COLOR DARK BRONZE
M-3	VISTAWALL FC-3600 STOREFRONT SYSTEM	PREFINISHED DARK BRONZE ANNOXID ALUMINUM AA-M202244
M-5	REYNOLBOND	METAL TO MATCH STOREFRONT COLOR DARK BRONZE
M-7	VERSATEX WP4 TONGUE AND GROOVE	PAINT INTERACTIVE CREAM
PAINT		
EP-1	SHERWIN WILLIAMS	EXTERIOR PAINT TO MATCH DARK BRONZE
EP-2	SHERWIN WILLIAMS	EXTERIOR PAINT AS SELECTED BY RACETRAC. PAINT AS SELECTED BY RACETRAC FOR SLAT WALL METAL SUPPORTS
ROOFING		
DUR	DURQLAST D	50 MIL MEMBRANE ROOFING SYSTEM WHITE. MECHANICALLY FASTENED
STACKED STONE		
SS-1	BORAL	ASPEN COUNTRY LEDGESTONE WET STACK APPLICATION. MORTAR COLOR "LIGHT BUFF"
STONE BAND		
SB-1	BORAL	TUSCAN LINTEL CHAMPAGNE MORTAR COLOR "LIGHT BUFF"
WOOD SLATS		
WS-1	COMPACTWOOD	1/2" THICKNESS WALNUT QC 10W-CQWAL-S-0415-12"

**ISSUE PLAN RECORD**

DATE	DESCRIPTION
4/06/16	SUBMITTED

**RaceTrac**  
RACETRAC PETROLEUM, INC.  
3225 CUMBERLAND BOULEVARD  
SUITE 106  
ATLANTA, GEORGIA 30329  
(770) 431-7600

**PROJECT NAME**  
ANYTOWN, CITY

**STATE 0000**  
**ADDRESS**

**RACETRAC STORE NUMBER**  
#000

**PROTOTYPE SERIES 5.5K**  
**2016 BR-RH-M0(-) 0401**

**PLAN MODIFICATION NOTICE**  
SPB NO. XXX DATE 04/06/16

STANDARD PLAN BULLETINS (SPB) SHOW THE PROTOTYPE SERIES SET NOTED ABOVE. THE LISTED SPB REPRESENTS THE LATEST MODIFICATION INCORPORATED TO THIS PROTOTYPE SERIES SET AT ORIGINAL RELEASE. THE ISSUE REVISION BECOMES EXCLUDED ABOVE LISTS ANY REVISIONS OR SPB INCORPORATED IN THIS SET AFTER THE ORIGINAL RELEASE. CONTACT RACETRAC ENGINEERING AND CONSTRUCTION FOR ANY DISCREPANCY BULLETINS NOT INCORPORATED HEREIN.

**PROFESSIONAL SEAL**

**PROJECT NUMBER**  
XXXXXXXXXX

**SHEET TITLE**  
EXTERIOR ELEVATIONS

**SHEET NUMBER**  
**A300B**

NOT FOR CONSTRUCTION

# Case Information



**Applicant:** Winstead, P.C. represented by Tommy Mann and Laura Hoffmann

**Property Owner:** Carroll Family Investments, Ltd.

**Sector Plan:** Southeast

**Council District:** 2

**Allowable Uses:** All uses as itemized in attachment ii.

**Development History:** The subject site is currently unplatted and commonly known as Tract 5E of the Temple O Harris Survey, A-645.

Previous zoning cases in the general vicinity in the past five years include:

Case No.	Location	Request	Disposition
ZA15-4	1211 W Harris Rd.	Residential Estate (RE) and Light Industrial (LI) to Community Commercial (CC)	Denied
PD13-13	7108 S Cooper	PD for LI uses	Approved

**Transportation:** The proposed development has two points of access. One point of access from South Cooper Street and one point from West Harris Road.

Thoroughfare	Existing	Proposed
S Cooper Street	115-foot, 6-lane divided major arterial	115-foot, 6-lane divided major arterial
W Harris Road	60 – 95-foot, 2-lane, rural road with auxiliary lanes	70 – 80-foot, 4-lane undivided, major collector

**Traffic Impact:** The proposed PD zoning will generate an increase of 2,489 vehicles per day, an increase of 160 vehicles in the AM Peak Hour and an increase of 205 vehicles in the PM Peak Hour. Improvements to handle the increased traffic to the adjacent street system will be reviewed with development.

**Water & Sewer:** Water is available from a 12-inch water line in South Cooper Street and a 12-inch water line in West Harris Road. Sanitary

# Case Information



Sewer is available from an 8-inch sanitary sewer line in South Cooper Street.

**Drainage:**

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

**Fire:**

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

**School District:**

Mansfield Independent School District.

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

**Notices Sent:**

Neighborhood  
Associations:

ACTION North  
Arlington Alliance for Responsible Government  
Arlington Chamber of Commerce  
East Arlington Review  
Fannin Farm Home Owners Association  
Fannin Farms West Association, Incorporated  
Far South Arlington Neighborhood Association  
Forest Hills Home Owners Association  
Northern Arlington Ambience  
West Citizen Action Network (WeCan)  
Mansfield Independent School District

Property Owners: 8  
Letters of Support: 0  
Letter of Opposition: 0

**PLANNING AND ZONING COMMISSION SUMMARY:**

**Public Hearing: August 3, 2016**

Zoning Case PD16-3 (RaceTrac – 1211 West Harris Road)

Application to change the zoning on approximately 4.166 acres from Residential Estate (RE) and Light Industrial (LI) to Planned Development (PD) for limited Community Commercial (CC) uses plus a packaged liquor store, with a Development Plan; generally located north of West Harris Road and east of South Cooper Street.

# Case Information

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Present to speak in support of this case was Laura Hoffmann, 1820 McKinnon Street, Dallas, TX 75201. Also present to speak in support was Drew Cunningham, 3225 Cumberland Boulevard, Atlanta, GA 30339. Present in support of this case was Tim Milam, 3225 Cumberland, Atlanta, GA 30534, Andrew Malzer, 2873 Branoll Cove Court, Marietta, GA 30067 and Georgia Theodore, 2885 Elliott Circle, Atlanta, GA 30305.

Vice Chair McAlister moved to Approve Zoning Case PD16-3 based on the applicant's revised request. Motion to Approve is for limited CC uses only on the property currently zoned residential and proposed for the RaceTrac use. Approval does not include liquor stores, self-storage, or the Light Industrial (LI) portion. Seconded by Commissioner Ron Smith, the motion was approved by a vote of 7-1-0.

**APPROVED**

# Itemized Allowable Uses



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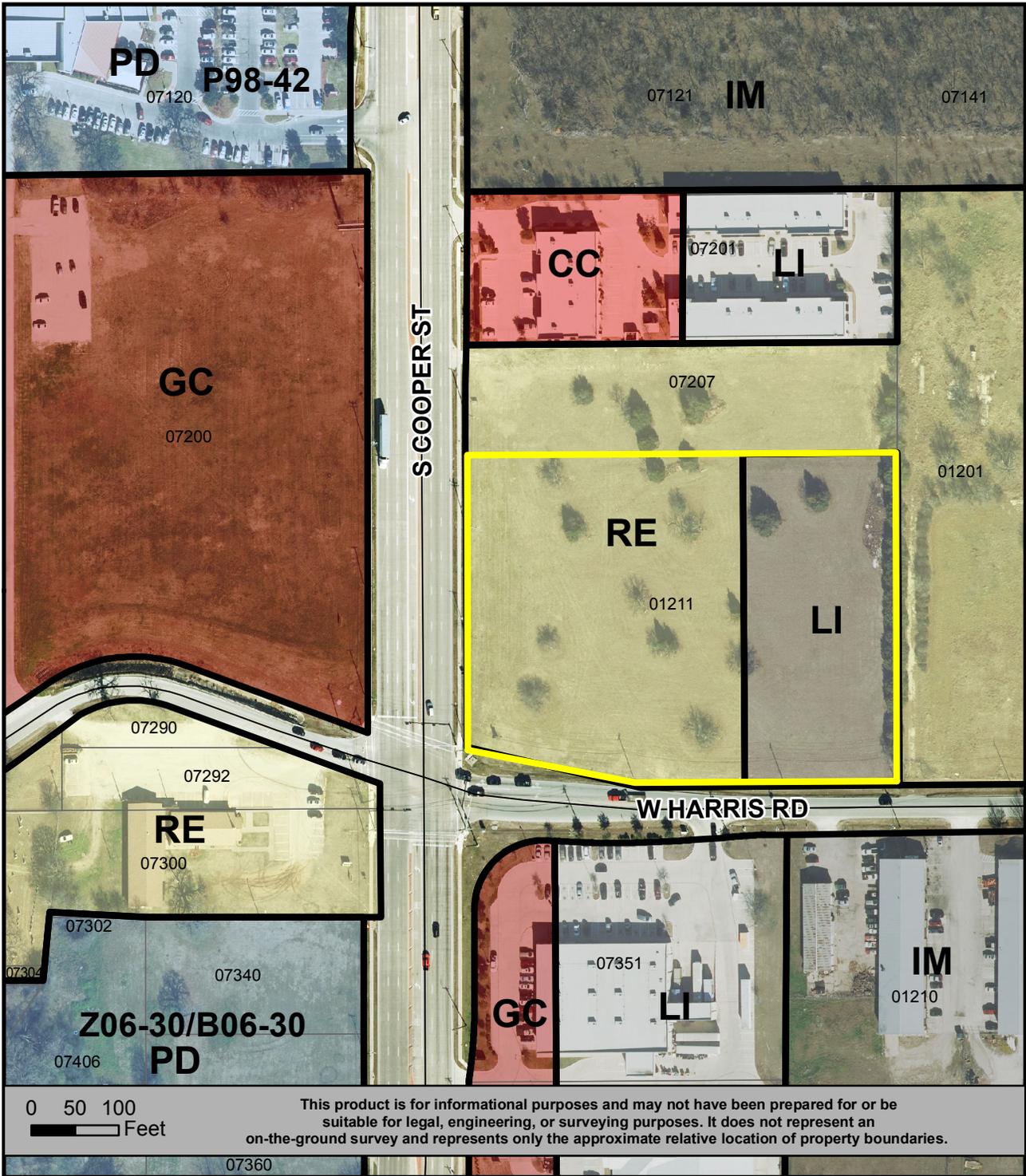
**Allowable Uses: PLANNED DEVELOPMENT (PD) FOR LIMITED COMMUNITY COMMERCIAL (CC) USES PLUS PACKAGE LIQUOR STORE**

**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, Major tourist attraction, General retail store (other than listed), Firearm sales, Swimming pool/spa and accessory sales and service, Medical or scientific research laboratory, Electric utility substation, Radio or TV station or studio, Package Liquor Store

**Specific Use Permit (SUP)** – Halfway House, Hospital/psychiatric, Hotel/limited service, Residence hotel, Bail bond service, Billiard parlor, Bowling alley, Bingo parlor, Recreation general outdoor (other than listed), Transit passenger terminal

**Conditions (C)** – Kennel/commercial, Veterinary clinic, Motor vehicle rental, Bank or Financial institution, 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., Wholesale supply business

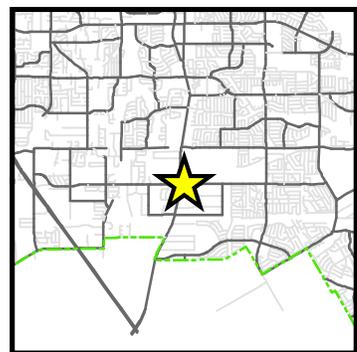
**Excluded Uses:** Alternative Financial Institution, Banquet hall, Country club, Gas well, Golf course, Indoor gun range, Marina, Nightclub, Pawn shop, Second-hand goods store, Specialty paraphernalia sales, Tattoo parlor or piercing studio, Telecommunication facility towers >75 feet and stealth towers > 100 feet, Transit passenger terminal, Utility installation other listed, Utility lines, towers or metering station, Wrecker service, Self-Storage



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.

**LOCATION MAP**  
**PD16-3**

**LI AND RE TO PD FOR LIMITED CC PLUS A PACKAGE LIQUOR STORE WITH A DEVELOPMENT PLAN 4.166 ACRES**



## PD16-3

North of West Harris Road and east of South Cooper Street



View of subject site. View looking north.



View of adjacent commercial use located south of the subject site.



View of adjacent property north of the subject site.



View of from the subject site looking west

direct dial: 214.745.5693  
[lhoffmann@winstead.com](mailto:lhoffmann@winstead.com)

August 18, 2016

Jennifer Pruitt, AICP, LEED AP  
Planning Manager, Land Development  
Community Development and Planning  
City of Arlington  
Mail Stop 01-0241  
101 W. Abram St.  
Arlington, TX 76010

Re: Zoning Case PD16-3 RaceTrac – 1211 West Harris Road (“Property”)

Dear Jennifer:

On August 3, 2016, the Planning and Zoning Commission recommended approval of the above-referenced request on approximately 2.325 acres of the Property located at the corner of Cooper Street and West Harris Road. The applicant, RaceTrac Petroleum, Inc., is under contract to purchase this 2.325 acre portion of the Property from the property owner. Since the Planning and Zoning Commission hearing, the property owner has agreed to include the additional 1.841 acres of the Property as part of the planned development district with (i) limited CC district uses, including a Package Liquor Store for the 1.841 acres; (ii) certain prohibited uses, including self-storage; and (iii) the inclusion of a provision in the planned development ordinance stating that no development plan is required for the additional 1.841 acres. RaceTrac has agreed to revise the development plan to add a masonry screening wall dividing a certain portion of the boundary between RaceTrac’s 2.325 acre portion of the Property and the property owner’s remaining 1.841 acres.

We request that the City Council consider Zoning Case PD16-3 as originally noticed for the entire 4.166 acres of the Property, and as described above. If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,



Laura Hoffmann

# Staff Report



<b>Specific Use Permit SUP16-1 (St. Andrew's Methodist Child Care Facility)</b>	
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City Council Meeting Date: 8-23-16	Document Being Considered: Ordinance
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## **RECOMMENDATION**

Following the public hearing, consider Specific Use Permit SUP16-1.

## **PRIOR BOARD OR COUNCIL ACTION**

On August 3, 2016, the Planning and Zoning Commission recommended approval of SUP16-1 by a vote of 7-0-1.

On February 19, 1992, the Planning and Zoning Commission approved a Substitute Landscape Plan, SLP92-03 by a vote of 5-0-0, for the reduction of the width of the landscape buffer on the north eastern property line.

## **ANALYSIS**

### **Request**

The applicant requests approval of a Specific Use Permit (SUP) for a Day Care Center on 6.053 acres out of an approximately 15.046 acre tract zoned Residential Single-Family 7.2 (RS-7.2) and Residential Single-Family 5 (RS-5); addressed at 2045 Southeast Green Oaks Boulevard, and generally located north of Southeast Green Oaks Boulevard and east of New York Avenue.

### **Site History**

The site began development in 1992 with the original church building. Also in 1992, the church sought to reduce the landscape buffer on the northeast portion of the site through a Substitute Landscape Plan. This portion was adjacent to a flood plain, and was already a heavily wooded area. Since that time, the church has increased the lot size through replatting, added additional parking lot space, an educational/office addition, a vestibule, a playground, an open air pavilion, and a sports field. With these additions, the Substitute Landscape Plan was also revised Administratively a total of three times.

### **Existing Site Conditions**

The existing site encompasses three separate zoning categories. The proposed SUP is located in portions zoned RS-7.2 and RS-5. The remaining portion zoned Community Commercial (CC) would not require an SUP for this use, and contains the existing sports field. The portion of the site that does pertain to the SUP is currently developed with the existing Saint Andrew's Methodist Church buildings and parking lots. The proposed SUP would allow for the accessory use of a daycare center within the existing educational/office building, which requires an SUP in both the RS-7.2 and RS-5 zoning categories according to the Unified Development Code.

### **Adjacent Land Uses**

The properties to the north and east are zoned Residential Single-Family 5 (RS-5) and are developed as single family homes. A large portion of this development does however remain undeveloped, as it is located within the flood plain. The property to the south is zoned Residential Single-Family 7.2 (RS-7.2) and is currently a part of Fish Creek Linear Park. The properties to the west of the subject site are zoned Community Commercial (CC) and are developed with commercial establishments. These developments are home to a number of

commercial uses including general retail stores, general personal services uses, and restaurants.

**Landscape**

The most current Substitute Landscape Plan (SLP92-03-R3) was approved administratively on November 7, 2003. With the proposed Specific Use Permit, the applicant, along with the church, will bring the existing landscaping back into compliance with this plan. The following table indicates the current deficiencies with SLP92-03-R3 and the applicant's proposal:

	<b>Required per SLP92-03 and Revisions</b>	<b>Existing</b>	<b>Proposed</b>
<b>Landscape Setback</b>			
Trees in Setback	9, 3" caliper Cedar Elms and Live Oaks	6 trees remaining	Replace missing 3, 3" caliper trees
<b>Landscape Buffer</b>			
Trees in Buffer	9, 3" caliper Cedar Elms	3 trees remaining	Replace missing 6, 3" caliper trees
<b>Parking Lot Screening</b>			
Shrubs	Approximately 53 Dwarf Burford Holly	Approximately 13 shrubs remaining	Replace missing shrubs to complete parking lot screening

The applicant and church are proposing to replace the missing trees and shrubs with the species indicated on the existing plan. The church is proposing that the replacement landscaping would be installed no later than December 31, 2017.

**Specific Use Permit**

The proposed day care center would begin operation with a small number of students and projects to grow to no more than an 80 student maximum. If the number of children exceeds this maximum, a new Specific Use Permit would need to be acquired. There is a playground onsite located within the boundaries of the Specific Use Permit.

**Comprehensive Plan Analysis**

The 2015 Comprehensive Plan, *99 Square Miles*, indicates that the subject site is in the Established Residential future development area, which contains a variety of housing types as well as retail services. People living in these areas would enjoy the benefits of neighborhood parks, schools and community recreation centers. Appropriate land uses for these areas include residential uses, neighborhood convenience uses, small-scale office uses, parks, recreation centers, and trails.

The proposed daycare center will provide a neighborhood and community service that is compatible with the Established Residential development area goals. The requested SUP is in conformance with the Comprehensive Plan.

**FINANCIAL IMPACT**

None

**ADDITIONAL INFORMATION**

Attached:

Ordinance with Exhibits A and B  
Case Information with P&Z Summary  
SUP Site Plan (1 page)

Under separate cover:

None

Available in the City Secretary's office:

None

**CITY COUNCIL DATE**

August 23, 2016

**STAFF CONTACTS**

Jennifer Pruitt, AICP, LEED AP  
Development Planning Manager  
Community Development and Planning  
817-459-6138

[Jennifer.Pruitt@arlingtontx.gov](mailto:Jennifer.Pruitt@arlingtontx.gov)

Bryan Isham  
Planner  
Community Development and Planning  
817-459-6654

[Bryan.Isham@arlingtontx.gov](mailto:Bryan.Isham@arlingtontx.gov)

Ordinance No. \_\_\_\_\_

**An ordinance adopting Specific Use Permit SUP16-1 for a Day Care Center on certain property known as 2045 Southeast Green Oaks Boulevard zoned Residential Single-Family 7.2 (RS-7.2) and Residential Single-Family 5 (RS-5); amending the Zoning District Map accordingly; 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 Specific Use Permit SUP16-1 on August 3, 2016;

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 the use will: complement or be compatible with the surrounding uses and community facilities; contribute to, enhance or promote the welfare of the area of the SUP and adjacent properties; not be detrimental to the public health, safety or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, 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 specific use permit be approved. Now, therefore,

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

1.

A specific use permit for a Day Care Center is hereby granted for the property known as 2045 Southeast Green Oaks Boulevard, described in Exhibit A, and the Zoning District Map shall be amended to reflect the change made by this ordinance. Development and use of the property shall be in compliance with this ordinance, the conditions stated in Exhibit B, and the attached site plan. 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.

2.

If no development activity has commenced on the property described in Exhibit A within two years after the date of City Council approval, the Specific Use Permit shall expire, unless the director of Community Development and Planning grants an extension as provided in Section 10.3.10.B of the Unified Development Code.

3.

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

4.

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

5.

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

6.

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

7.

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

8.

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

9.

This ordinance shall become effective upon second publication.

PRESENTED AND GIVEN FIRST READING on the \_\_\_\_ day of \_\_\_\_\_, 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 \_\_\_\_\_

SUP16-1

EXHIBIT "A"

A tract of land being a portion of lot 16A of John Balch addition as recorded in Cabinet A, Slide 8351 of the Plat Records of Tarrant County, Texas, (P.R.T.C.T.) being that part formerly known as lot 10R of John Balch addition as recorded in cabinet a, slide 4190 of P.R.T.C.T. all in the city of Arlington, Tarrant County, Texas, more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for corner at the intersection of the southeast line of Creekside Village, as recorded in Cabinet A, Slide 8175 of the P.R.T.C.T. with the southwest line of the park site, Lot 3, Block 1 of said Creekside Village;

THENCE along said southwest line, the following courses and distances: South 48 degrees 03 minutes 43 seconds East, a distance of 200.49 feet to a 1/2 inch iron rod found for corner; and South 45 degrees 08 minutes 26 seconds East, a distance of 415.51 feet to a 1/2 inch iron rod found for corner on the northwest right of way line of SE Green Oaks (120 foot wide) Boulevard;

THENCE along said northwest right of way line, South 51 degrees 49 minutes 42 seconds West, a distance of 471.18 feet to a cross cut in concrete found for corner on the southwest line of the hereinafter described tract of land;

THENCE along said southwest line, North 38 degrees 11 minutes 35 seconds West, a distance of 609.84 feet to a 1/2 inch iron rod found for corner on the southeast line of Creekside Village, a plat as recorded in Cabinet A, Slide 8175 of the plat records of Tarrant County, Texas.

THENCE along said southeast line, North 51 degrees 48 minutes 39 seconds East, a distance of 386.55 feet to the point of beginning.

THE above desribed tract of land contains 6.0534 acres.

BEARING basis is the northeast line of John Balch Addition as recorded in Cabinet A, Slide 8351 of the Plat Records of Tarrant County, Texas.

AND the same overall parcel of land being generally located north of Southeast Green Oaks Boulevard and east of New York Avenue, with the approximate address being 2045 Southeast Green Oaks Boulevard.

SUP16-1

EXHIBIT "B"

1. The zoning of the parcel described in Exhibit "A" and addressed at 2045 Southeast Green Oaks Boulevard is Residential Single Family-7.2 (RS-7.2) and Residential Single-Family-5 (RS-5) with a Specific Use Permit (SUP) for a Day Care Center and is currently developed with a church.
2. The proposed Day Care Center shall not exceed 80 students without the approval of a new Specific Use Permit.
3. The church shall replace the missing street trees, parking lot screening, and buffer trees as required in SLP92-03-R3 by December 31, 2017.
4. Use and development of the property shall be in compliance with the attached SUP plan (1 page).
5. 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:** Cole Design Group represented by Ronald Salamie

**Property Owner:** Saint Andrews Methodist Church represented by Edd Slaughter

**Sector Plan:** Southeast

**Council District:** 3

**Allowable Uses:** All uses as itemized in attachment ii.

**Development History:** The subject site is currently platted as Lot 16A of the J. Balch Addition.

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

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

Thoroughfare	Existing	Proposed
Southeast Green Oaks Boulevard	100-foot, 4 lane divided major arterial	120-foot, 6 lane divided major arterial
New York Avenue	66-foot, 4 lane divided minor arterial	90-foot, 4 lane divided minor arterial

**Traffic Impact:** The proposed change from church to day care with 20-25 children will not significantly impact the adjacent roadway systems.

**Water & Sewer:** Water and sewer are available along Southeast Green Oaks Boulevard.

**Drainage:** The site is located within the South Fish Creek drainage basin and is approximately 5% 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.

**Fire:** Fire Station Number 12, located at 5050 South Collins Street, 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.

# Case Information



The proposed specific use permit 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  
Arlington Independent School District  
Arlington Alliance for Responsible Government  
Arlington Neighborhoods  
East Arlington Review  
Far South Arlington Neighborhood Assn  
Forest Hills Home Owner's Association  
Northern Arlington Ambience  
WeCan (West Citizen Action Network)  
Briarhill Neighborhood Assn  
Fish Creek Neighborhood Assn. Inc.  
Fish Creek Neighborhood Assn. Inc.  
Fitzgerald Concerned Citizens  
Manhasset Community Watch Group  
Webb Britton Estates

Property Owners: 44  
Letters of Support: 0  
Letter of Opposition: 0

## PLANNING AND ZONING COMMISSION SUMMARY:

Public Hearing: August 3, 2016

Specific Use Permit SUP16-1 (St. Andrew's Methodist Child Care Facility – 2045 Southeast Green Oaks Boulevard)

Application for approval of a Specific Use Permit for a day care center on approximately 6.053 acres zoned Residential Single-Family 7.2 (RS-7.2) and Residential Single-Family 5 (RS-5); generally located north of Southeast Green Oaks Boulevard and east of New York Avenue.

Present to speak in support of this case was Bruce Dalton, 1002 Chamblee Court, Arlington, TX 76014. Also present to speak in support was Jerletha McDonald, 5722 Indian Hill Drive, Arlington, TX 76018. Present in support of this case was Reverend Debra Crumpton, 2045 SE Green Oaks Boulevard, Arlington, TX 76018.

# ***Case Information***

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Vice Chair McAlister moved to Approve Specific Use Permit SUP16-1. Seconded by Commissioner Croxton, the motion was approved by a vote of 7-0-1.

Ayes: McAlister, Croxton, R. Smith, Moise, Fowler, McCurdy, Smith III

Nays: None

Abstain: Woehr

**APPROVED**

# Itemized Allowable Uses



---

## **Allowable Uses: Residential Single-Family 7.2 (RS-7.2)**

**Permitted** - Dwelling, single-family detached on minimum 7,200 Square Feet, Non-Residential on minimum 15,000 square foot lots, Assisted living facility ( $\leq 6$  residents), Community home for disabled persons, Foster family home, Foster group homes, Government administration and civic buildings, Religious assembly, Public or private school, Community garden, Public park or playground, Golf course, Utility lines, towers or metering station, garage (private), and accessory swimming pool (private).

**Specific Use Permit (SUP)** - Assisted living facility ( $\geq 7$  residents), Philanthropic institution (other than listed), Bed and breakfast inn, Day care center, Country club, Marina, Airport or landing field, Gas well, Telecommunication Facilities Towers  $\leq 75$  ft., Stealth towers  $\leq 100$  ft., Telecommunication Facilities Towers  $> 75$  ft., Stealth towers  $> 100$  ft., Community center (private), and Secondary living unit.

**Conditions (C)** - Telecommunication Facilities Building-mounted antennae and towers, Accessory building, Alternative energy system, Carport, and Home-based business.

## **Residential Single-Family 5 (RS-5)**

**Permitted** - Dwelling, single-family detached on minimum 5,000 Square Feet, Non-Residential on minimum 15,000 square foot lots, Assisted living facility ( $\leq 6$  residents), Community home for disabled persons, Foster family home, Foster group homes, Government administration and civic buildings helter, Religious assembly, Public or private school, Cemetery, Community garden, Public park or playground, Golf course, Utility lines, towers or metering station, garage-private, and accessory swimming pool-private.

**Specific Use Permit (SUP)** - Assisted living facility ( $\geq 7$  residents), Philanthropic institution (other than listed), Bed and breakfast inn, Country club, Marina, Airport or landing field, Gas well, Telecommunication Facilities Towers  $\leq 75$  ft., Stealth towers  $\leq 100$  ft., Telecommunication Facilities Towers  $> 75$  ft., Stealth towers  $> 100$  ft.

**Conditions (C)** - Telecommunication Facilities Building-mounted antennae and towers, Nursery garden shop or plant sales, Telecommunication Facilities Building-mounted antennae and towers.

## **Community Commercial (CC)**

**Permitted** - Nursing home, Art gallery or museum, Government administration and civic buildings, Domestic violence shelter,

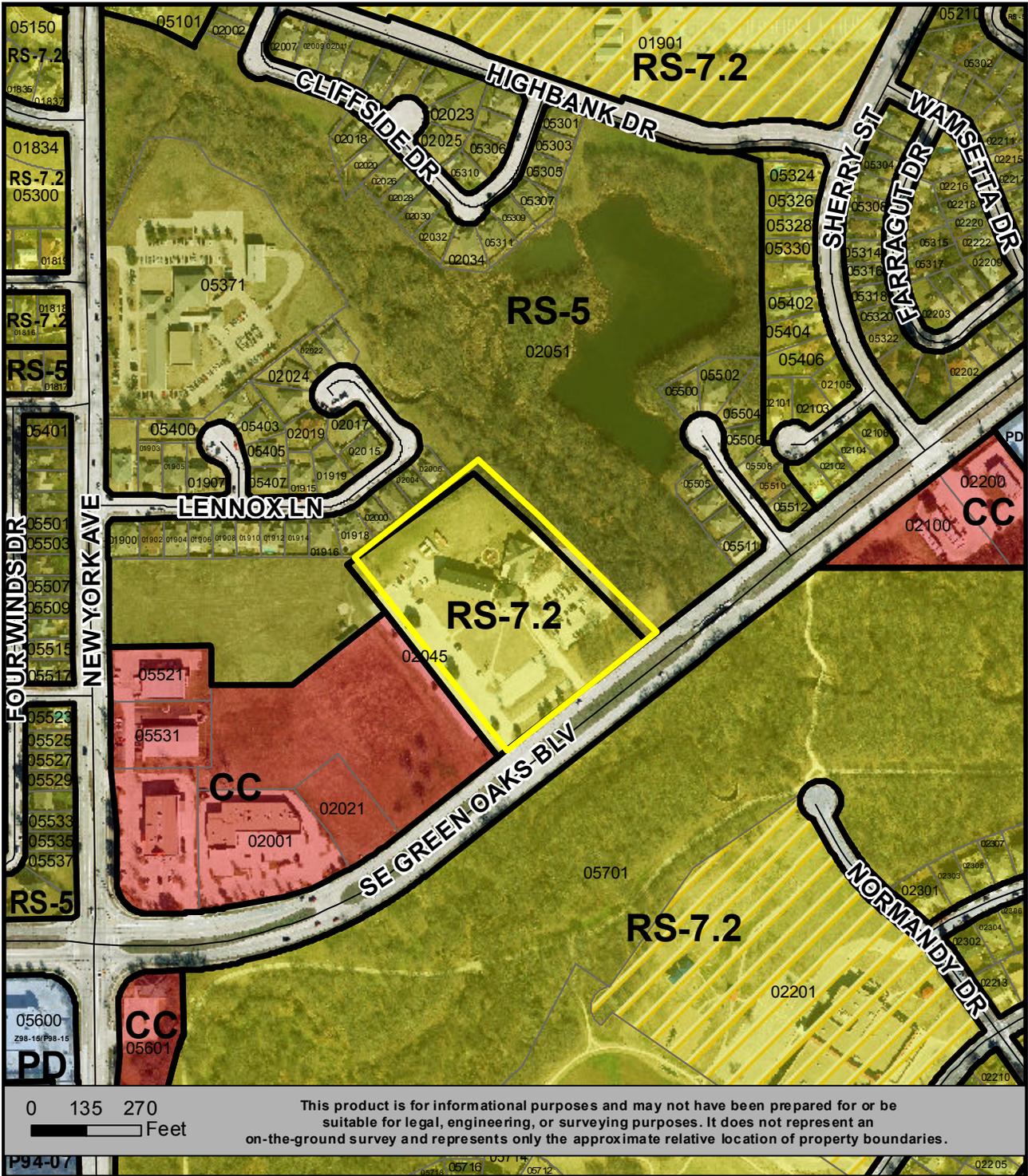
# Itemized Allowable Uses



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.

**Specific Use Permit (SUP)** – Halfway House, Hospital/psychiatric, Alternative Financial Institution, Hotel/limited service, Residence hotel, Bail bond service, Banquet hall, Billiard parlor, Tattoo parlor, Bowling alley, Bingo hall, Gun range, Night club, Recreation general outdoor (other than listed), Marina, Specialty paraphernalia sales, Wrecker service, Gas well, Transit passenger terminal, Utility installation other than listed, Telecommunication Facilities Towers >75 ft., Stealth towers >100 ft., Self-storage facility.

**Conditions** – Kennel/commercial, Veterinary clinic, Motor vehicle rental, Financial services, Restaurant with drive-through, Sidewalk café, Hotel/full service, Skating rink, Teen club, Theatre indoor, Building and landscaping materials and lumber sales, Nursery/garden shop or plant sales, Food processing, Custom and craft work, Telecommunication Facilities Building-mounted antennae and towers, Telecommunication Facilities Towers ≤75 ft., Stealth towers ≤100 ft., Wholesale Supply Business



## LOCATION MAP SUP16-1

**SUP FOR DAY CARE CENTER  
FOR 6.053 ACRES**



## SUP16-1

North of Southeast Green Oaks Boulevard and east of New York Avenue



View of north towards Single Family Residences.



View of subject site. View east.



View of south towards Fish Creek Linear Park.



View of west towards adjacent commercial development.

WHEREAS St. Andrew's United Methodist Church of Arlington acting by and through the undersigned, its duly authorized agent, is the sole owner of Lot 16, John Balch Addition, an addition to the City of Arlington, Tarrant County, Texas according to the deed recorded in Volume 16222, Page 181, Deed Records, Tarrant County, Texas (the plat of said addition being recorded in Cabinet A, Slide 4942, Plat Records of Tarrant County, Texas) and WHEREAS St. Andrew's United Methodist Church of Arlington is the sole owner of Lot 10R, John Balch Addition, an addition to said city according to the deed recorded in Volume 10557, Page 965 and Volume 13096, Page 470, Deed Records, Tarrant County, Texas (the plat of said addition being recorded in Cabinet A, Slide 4190, Plat Records of Tarrant County, Texas), said Lot 16 and Lot 10R being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found in concrete at the northwest corner of said Lot 16 and having State Plane Coordinate of N = 6,925,226.62 and E = 2,406,444.88; said iron rod also being in the east Right Of Way (ROW) line of New York Avenue;

THENCE N 89° 23' 43" E, 612.70 feet along the north line of said Lot 16 and the southerly line of a tract of land conveyed to Arlington Creekside Village L.P. (hereinafter referred to as "Village") by deed recorded in Volume 15483, Page 81, D.R.T.C.T. to a 1/2 inch iron rod found at the northeast corner of said Lot 16 and the northeast corner of said Lot 10R;

THENCE N 51° 50' 47" E, 386.33 feet along the north line of said Lot 10R and continuing along said south line of said "Village" tract to a 1/2 inch iron rod found at the northeast corner of said Lot 10R;

THENCE S 48° 03' 43" E, 200.57 feet along the easterly line of said Lot 10R and continuing along said south line of said "Village" tract to a 1/2 inch iron rod found;

THENCE S 45° 10' 12" E, 415.51 feet continuing along the east line of said Lot 10R and continuing along said south line of said "Village" tract to a 1/2 inch iron rod found at the southeast corner of said Lot 10R in the northerly ROW line of Southeast Green Oaks Blvd;

THENCE along the southeasterly line of Lot 10R and Lot 16 and along said northerly ROW line the following courses and distances:

SOUTH 31° 49' 12" W, at 471.61 feet passing the south common corner of Lot 10R and Lot 16 and continuing to all 829.95 feet to a 1/2 inch iron rod found with cap stamped "Landes & Assoc.", at the beginning of a curve to the right whose radius is 940.00 feet and whose long chord bears S 59° 46' 44" W, 260.04 feet;

ALONG said curve to the right in a southwesterly direction through a central angle of 15° 54' 03" an arc length of 260.87 feet to a 1/2 inch iron rod found at the end of said curve marked as before;

SOUTH 72° 41' 44" W, 51.07 feet to an "x" cut in the concrete apron of a sanitary sewer manhole;

SOUTH 80° 00' 26" W, 149.24 feet to a 1/2 inch iron rod found marked as before at the beginning of a curve to the right whose radius is 925.00 feet and whose long chord bears S 81° 57' 08" W, 62.79 feet;

ALONG said curve to the right in a southwesterly direction through a central angle of 03° 53' 24" an arc length of 61.80 feet to a 1/2 inch iron rod found marked as before at the southeast corner of said Lot 16 and the southeast corner of Lot 15, John Balch Addition;

THENCE N 00° 36' 17" W, 356.55 feet along a west line of Lot 16 and the east line of Lot 15 to a 1/2 inch iron rod found marked as before at the northeast corner of Lot 15;

THENCE S 89° 23' 43" W, 216.00 feet along the north line of Lot 15 and the most northerly south line of Lot 16 to a 5/8 inch iron rod found in concrete at the northwest corner of said Lot 15 in the east ROW line of New York Avenue, said 5/8 inch iron rod having State Plane coordinates of N = 6,924,705.41 and E = 2,406,450.18;

THENCE N 00° 36' 17" W, 521.32 feet along the most westerly west line of said Lot 16 and the east ROW line of said New York Avenue to the POINT OF BEGINNING and containing 19.546 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT St. Andrew's United Methodist Church of Arlington, acting by and through the undersigned, its duly authorized agent, do hereby adopt this plat designating the hereinabove described real property as:

**LOTS 16A, 16B & 16C  
JOHN BALCH ADDITION**

in addition to the City of Arlington, Tarrant County, Texas and do hereby dedicate to the public's use the streets and easements shown thereon.

I hereby certify that no deed restrictions exist upon the property included within this plat which is in a platted subdivision at the present time wherein a lot thereof is limited by deed restrictions authorizing residential use but restricting same to not more than two residential units per lot. I further certify that this property does not alter or remove existing deed restrictions or covenants, if any, on this property.

WITNESS my hand on this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

St. Andrew's United Methodist Church of Arlington

By: William M. Cohard, Chairman of Trustees

STATE OF TEXAS

Before me, the undersigned authority, on this day personally appeared William M. Cohard, Chairman of Trustees, St. Andrew's United Methodist Church of Arlington, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of said church.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

Notary Public in and for the State of Texas  
My Commission Expires \_\_\_\_\_  
CITY OF ARLINGTON APPROVED PLANS.  
These plans must be kept on the job site and be available at the inspector's request. Changes to these plans must be approved in the same manner as these plans were approved.  
6 20 03

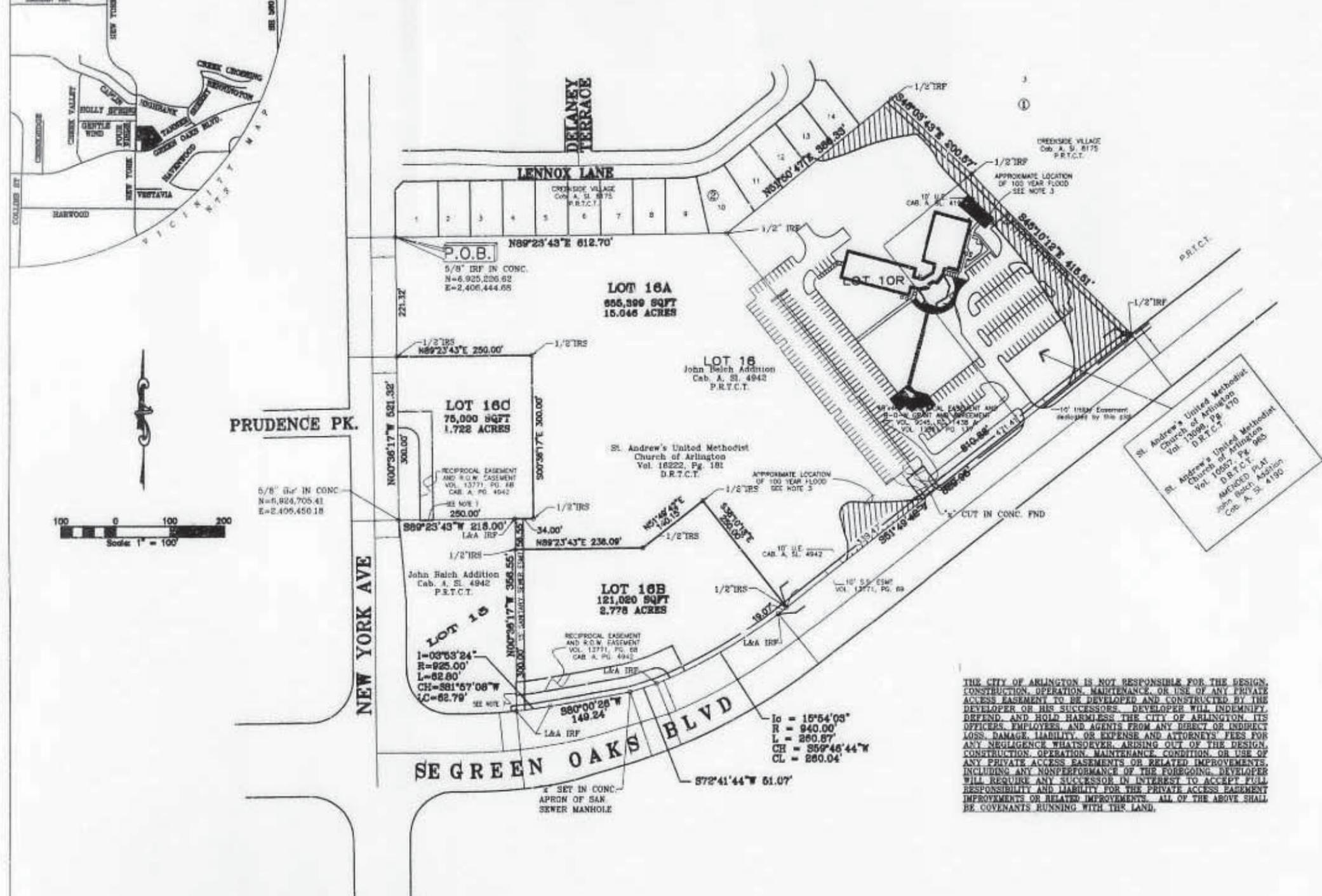
**PLAT REVISION  
LOTS 16A, 16B & 16C  
JOHN BALCH ADDITION**

BEING A REVISION OF LOT 16, JOHN BALCH ADDITION AS RECORDED IN CABINET A, SLIDE 4942, P.R.T.C.T., AND LOT 10R, JOHN BALCH ADDITION AS RECORDED IN CABINET A, SLIDE 4190, P.R.T.C.T., A.S. IN THE CITY OF ARLINGTON, TARRANT COUNTY, TEXAS.

May 5, 2003

#03013P

INSPECTOR'S COPY



THE CITY OF ARLINGTON IS NOT RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE, OR USE OF ANY PRIVATE ACCESS EASEMENT TO BE DEVELOPED AND CONSTRUCTED BY THE DEVELOPER OR HIS SUCCESSORS. DEVELOPER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF ARLINGTON, ITS OFFICERS, EMPLOYEES, AND AGENTS FROM ANY DIRECT OR INDIRECT LOSS, DAMAGE, LIABILITY, OR EXPENSE AND ATTORNEYS' FEES FOR ANY NEGLIGENCE WHATSOEVER ARISING OUT OF THE DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE, CONDITION, OR USE OF ANY PRIVATE ACCESS EASEMENTS OR RELATED IMPROVEMENTS, INCLUDING ANY NONPERFORMANCE OF THE FOREGOING. DEVELOPER WILL REQUIRE ANY SUCCESSOR IN INTEREST TO ACCEPT FULL RESPONSIBILITY AND LIABILITY FOR THE PRIVATE ACCESS EASEMENT IMPROVEMENTS OR RELATED IMPROVEMENTS. ALL OF THE ABOVE SHALL BE COVENANTS RUNNING WITH THE LAND.

Io = 15°54'03"  
R = 940.00'  
L = 260.87'  
CH = 59°46'44"W  
CL = 260.04'

- NOTES:
1) ALL PROPERTY CORNERS SHOWN HEREON ARE 1/2 INCH IRON RODS SET OR FOUND WITH PLASTIC CAPS STAMPED "LANDES & ASSOC." UNLESS OTHERWISE NOTED.
2) THE BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD 83 DERIVED FROM CITY OF ARLINGTON GPS CONTROL POINTS ARL 83 AND ARL 84 AND AS PER THE PLAT FILED IN CABINET A, SLIDE 4942, P.R.T.C.T.
3) A PORTION OF THE SUBJECT PROPERTY LIES WITHIN THE 100 YEAR FLOOD PLAIN AS DEPICTED ON THE F.E.M.A. MAP COMMUNITY PANEL NO. 485454 0462 H AND COMMUNITY PANEL NO. 485454 0464 H.
4) PRIOR TO THE ISSUANCE OF A BUILDING PERMIT, A MINIMUM FINISHED FLOOR ELEVATION SHALL BE ESTABLISHED. SUFFICIENT INFORMATION SHALL BE PROVIDED TO VERIFY THE ELEVATION.
5) THIS PROPERTY MAY BE SUBJECT TO CHARGES RELATED TO IMPACT FEES AND THE APPLICANT SHOULD CONTACT THE CITY REGARDING ANY APPLICABLE FEES DUE.
6) VISIBILITY TRIANGLES SHALL BE PROVIDED AT ALL PUBLIC OR PRIVATE STREET INTERSECTIONS IN ACCORDANCE WITH CURRENT CITY ORDINANCE. ALL LANDSCAPING (NOTHING OVER 2 FEET IN HEIGHT AS MEASURED FROM THE TOP OF THE CURB) WITHIN THE VISIBILITY TRIANGLES SHALL COMPLY WITH THE VISIBILITY ORDINANCE.
7) THE EXISTING 24 FEET WIDE ACCESS EASEMENT EXTENDS INTO LOT 15 1.0 FEET. THE ACCESS EASEMENT PARALLEL TO NEW YORK AVE. SERVES BOTH LOTS 15 AND 16C. THE ACCESS EASEMENT PARALLEL TO SE GREEN OAKS BLVD. SERVES BOTH LOTS 15 AND 16B.

Approved by the City of Arlington Planning and Zoning Commission on \_\_\_\_\_ 2003.
Chairman - Planning and Zoning Commission
Secretary - Planning and Zoning Commission

This is to certify that I, Coy D. Landes, a Registered Professional Land Surveyor of the State of Texas, have plotted the above subdivision from an actual survey on the ground, and that this plat correctly represents that survey made by me or under my direction and supervision.

Coy D. Landes
Texas Registration No. 1886

LANDES & ASSOCIATES, INC.
REGISTERED PROFESSIONAL LAND SURVEYORS

St. Andrew's United Methodist Church of Arlington
2045 SE Green Oaks Blvd
Arlington, Texas 76018
(817) 465-3043

THIS PLAT WAS FILED IN CAB. A, SLIDE \_\_\_\_\_
DATE \_\_\_\_\_

# Staff Report



<b>Chapter 380 Grant Agreement with Autosales, Incorporated (Summit Racing)</b>	
City Council Meeting Date: August 23, 2016	Document Being Considered: Resolution

## **RECOMMENDATION**

Approve a resolution authorizing the execution of a Chapter 380 Program Agreement for Economic Development Incentives by and between Autosales, Incorporated (d/b/a Summit Racing) and the City of Arlington relative to operation of an auto parts distribution and retail sales center in Arlington, Texas.

## **PRIOR BOARD OR COUNCIL ACTION**

City Council was briefed on this request on May 24, 2016

On August 2, 2016, City Council conducted a public hearing and approved the first reading of an ordinance to establish Reinvestment Zone No. 44.

## **ANALYSIS**

Big Zilla Development of Texas, LLC is planning to construct a 700,000 square foot facility on approximately 48 acres of 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. Autosales, Incorporated (d/b/a Summit Racing), an affiliate of Big Zilla Development of Texas, will operate the facility, manage the inventory, and hire the employees.

The project will result in approximately \$82 million in capital investment for real and business personal property improvements. The development will also generate significant sales tax revenue for the City associated with onsite and Texas-based sales.

Autosales, Incorporated, as an affiliate of Big Zilla Development of Texas, has requested a Chapter 380 economic development agreement to offset the substantial land development costs associated with the construction of the 700,000 sq. ft. facility. The agreement will be for a period of seven years, beginning in 2018, and will be an annual amount equal to 65% of the ad valorem taxes collected by the City in the previous tax year for business personal property and the inventory that is not included in the triple freeport tax exemption. During the term of the agreement, total business personal property and inventory values must reach a minimum of \$18,655,000 in the first year, and a minimum of \$16,979,000 in the final year, accounting for the regular annual depreciation of the business personal property. The agreement stipulates that a minimum of 200 employees must be employed at the facility by January 1, 2018, and 250 employees must be employed by January 1, 2019, to be maintained for the remaining term of the agreement.

Additionally, the agreement provides for a \$100,000 hiring grant, allotted as \$1,000 per Arlington resident hired and maintained, over a three year period beginning in September 2018.

## **FINANCIAL IMPACT**

Based on the proposed 65% business personal property tax rebate, the estimated savings to Autosales, Inc. over the 7-year period is \$528,679, and the City will receive a minimum of \$284,672 in new business personal property taxes. The table below shows the annual breakdown.

<b>Tax Year</b>	<b>Minimum Taxable Value Achieved</b>	<b>Minimum Autosales Savings</b>	<b>Minimum City Benefit</b>
2018	\$18,655,000	\$78,575	\$42,310
2019	\$18,937,000	\$79,763	\$42,949
2020	\$18,344,000	\$77,265	\$41,604
2021	\$17,943,000	\$75,576	\$40,695
2022	\$17,513,000	\$73,765	\$39,719
2023	\$17,146,000	\$72,219	\$38,887
2024	\$16,979,000	\$71,516	\$38,508
	<b>7-YR TOTAL</b>	\$528,679	\$284,672

The City will also benefit from added taxable value of the real property required to be at least \$35 million and the associated sales tax revenue that is generated by the project.

The Innovative Venture Capital Fund (Acct. #910103-61002) will be used to fund the maximum \$100,000 Arlington Hiring Incentive.

**ADDITIONAL INFORMATION**

Attached:	Resolution
Under Separate Cover:	None
Available in the City Secretary’s Office:	None

**STAFF CONTACT**

Bruce C. Payne, AICP  
 Economic Development Manager  
 817-459-6114  
[bruce.payne@arlingtontx.gov](mailto:bruce.payne@arlingtontx.gov)

Resolution No. \_\_\_\_\_

**A resolution authorizing the execution of a Chapter 380 Program Agreement for Economic Development Incentives by and between Autosales, Incorporated d/b/a Summit Racing and the City of Arlington, Texas relative to the location of an auto-parts distribution and retail sales center at the real property located at 2200 East Interstate Highway 20, formerly 2300, 2310, 2320, and 2330 East Interstate Highway 20, Arlington, Texas**

WHEREAS, CITY has found that providing a program consisting of a grant of funds to Autosales, Incorporated d/b/a Summit Racing (hereinafter referred to as "OWNER") in exchange for OWNER'S completion of the project proposed by OWNER will promote local economic development and stimulate business and commercial activity and create jobs within the City of Arlington (hereafter referred to as "PROGRAM"); and

WHEREAS, CITY has determined that the PROGRAM will directly establish a public purpose and that all transactions involving the use of public funds and resources in the establishment and administration of the PROGRAM contain controls likely to ensure that the public purpose is accomplished; and

WHEREAS, Chapter 380 of the Local Government Code provides statutory authority for establishing and administering the PROGRAM provided herein; and,

WHEREAS, the Arlington City Council has elected to participate in economic development incentives in accordance with V.T.C.A. Local Government Code, Chapter 380, and has adopted policy statements, guidelines, criteria and procedures for evaluating and considering applications and agreements for such incentives; NOW THEREFORE

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

I.

That all of the recitals contained in the preamble of this resolution are found to be true and are adopted as findings of fact by this governing body and as part of its official record.

II.

That the City Manager or his designee is authorized to execute a Chapter 380 Program Agreement for Economic Development Incentives with OWNER to provide certain economic incentives associated with the location of an auto-parts distribution and retail sales center at the real property located at 2200 East Interstate Highway 20, formerly 2300, 2310, 2320, and 2330 East Interstate Highway 20, Arlington, Texas.

III.

In authorizing the execution of and in executing the referenced agreement, the City of Arlington, Texas, through its City Council and City officials, hereby exercises a governmental function in accordance with but not limited to Section 101.0215 of the Texas Civil Practices and Remedies Code.

IV.

A substantial copy of the Chapter 380 Program Agreement for Economic Development Incentives is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

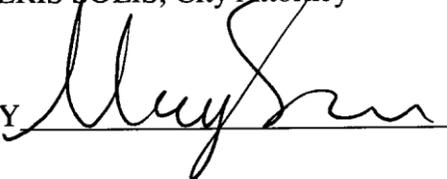
PRESENTED AND PASSED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays at a regular meeting of the City Council of the City of Arlington, Texas.

\_\_\_\_\_  
W. JEFF WILLIAMS, Mayor

ATTEST:

\_\_\_\_\_  
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:  
TERIS SOLIS, City Attorney

BY  \_\_\_\_\_

**Exhibit “A”**

THE STATE OF TEXAS     §     **CHAPTER 380 PROGRAM AGREEMENT**  
  §     **FOR ECONOMIC DEVELOPMENT**  
COUNTY OF TARRANT   §     **INCENTIVES**

**THIS CHAPTER 380 PROGRAM AGREEMENT FOR ECONOMIC DEVELOPMENT INCENTIVES** (“Agreement”) is executed by and between **AUTOSALES, INCORPORATED d/b/a Summit Racing**, an entity authorized to do business in Texas, (hereafter referred to collectively as “OWNER”), and the **CITY OF ARLINGTON, TEXAS**, a home-rule city and municipal corporation of Tarrant County, Texas, acting by and through its City Manager or his designee, (hereafter referred to as “CITY”).

W I T N E S S E T H:

WHEREAS, CITY has found that providing a program consisting of a grant of funds to OWNER in exchange for OWNER’s completion of the project proposed by OWNER will promote local economic development and stimulate business and commercial activity and create jobs within the City of Arlington (hereafter referred to as “PROGRAM”); and

WHEREAS, CITY has determined that the PROGRAM will directly establish a public purpose and that all transactions involving the use of public funds and resources in the establishment and administration of the PROGRAM contain controls likely to ensure that the public purpose is accomplished; and

WHEREAS, Chapter 380 of the Texas Local Government Code provides statutory authority for establishing and administering the program provided herein; NOW THEREFORE,

The CITY and OWNER, for and in consideration of the mutual covenants and promises contained herein, do hereby agree, covenant and contract as set forth below:

**I.**  
**Definitions**

- A. “Added Value” is defined as the taxable value of the Eligible Property located on the Premises above the Base Year Value, as determined by the Tarrant Appraisal District, on January 1 of the applicable tax year.
- B. “Base Year Value” is defined as the taxable value of the Eligible Property located on the Premises as of January 1, 2016, as determined by the Tarrant Appraisal District, which shall be \$0.00 for purposes of this Agreement.

- C. “Eligible Property” is defined as the taxable Business Personal Property Improvements delivered to, installed or located on the Premises, including: furniture, fixtures, equipment and inventory.
- D. “Full Time Employee” is defined as a permanent, full-time employment position that results in actual paid employment on the Premises of at least one thousand, eight hundred and twenty (1,820) hours per position in a year. Employment positions shall include OWNER’s direct employees and related contractors or consultants, so long as the contractor or consultant’s place of work is on the Premises as a result of the Project. It shall not include part-time employment.
- E. “Premises” are defined as the real property located at 2200 East Interstate Highway 20, formerly 2300, 2310, 2320, and 2330 East Interstate Highway 20, Arlington, Texas as described in **Exhibit “A.”**

**II.**  
**Term**

This Agreement shall be effective as of the date of execution by all parties. This Agreement will terminate on the date CITY makes to OWNER the seventh annual grant payment as detailed in Subsection V.A. below, unless sooner terminated in accordance with this Agreement.

**III.**  
**General Provisions**

- A. The Premises are not in an improvement project financed by tax increment bonds.
- B. The Premises are not owned or leased by any member of the City Council or any member of the Planning and Zoning Commission of CITY.
- C. OWNER agrees to be bound, jointly and severally, to the CITY for the performance of any and all obligations under this Agreement

**IV.**  
**Improvement Conditions and Requirements**

The payment of the incentives described in Section V below is subject to the following conditions:

- A. OWNER’s location of an auto-parts distribution and retail sales center on the Premises must result in Added Value as detailed in the schedule below:

Measurement Date	Taxable Value
January 1, 2018	\$18,655,000
January 1, 2019	\$18,937,000
January 1, 2020	\$18,344,000
January 1, 2021	\$17,943,000
January 1, 2022	\$17,513,000
January 1, 2023	\$17,146,000
January 1, 2024	\$16,979,000

- B. OWNER shall employ a minimum of two hundred (200) Full Time Employees at the Premises by no later than January 1, 2018. OWNER shall employ a minimum of fifty (50) additional Full Time Employees at the Premises by no later than January 1, 2019, for a total of two hundred and fifty (250) Full Time Employees. OWNER shall maintain a minimum of two hundred and fifty (250) Full Time Employees at the Premises for the remaining term of this Agreement.
- C. OWNER shall not fail to render for taxation any property located within the City of Arlington.
- D. OWNER shall not allow the ad valorem taxes owed to CITY on any property owned by OWNER and located within the City of Arlington to become delinquent beyond the last day they can be paid without assessment of penalty, as such date is generally extended to allow for any appeal.
- E. OWNER covenants and certifies that OWNER does not and will not knowingly employ an undocumented worker as that term is defined by section 2264.01(4) of the Texas Government Code. In accordance with section 2265.052 of the Texas Government Code, if OWNER is convicted of a violation under 8 U.S.D. section 1324a(f), OWNER shall repay to the CITY the full amount of the grant payment(s) made under Section V of this Agreement, plus 10% per annum from the date the grant payment(s) was made. Repayment shall be paid within one hundred and twenty (120) days after the date OWNER receives notice of violation from the CITY.

## **V.** **Incentives**

In exchange for OWNER's completion and compliance with the Conditions and Requirements set forth in Section IV above, CITY shall do the following:

- A. **Annual Grant.** For a period of seven (7) years, beginning in 2018 and ending in 2024, CITY agrees to pay to OWNER an annual grant payment calculated as follows:
1. Each grant payment shall be determined annually based upon the following:

- a. An amount equal to 65% of the ad valorem taxes collected by CITY in the previous tax year for the Added Value of the OWNER's Eligible Property located on the Premises.
2. Each year OWNER must certify compliance by April 15 of payment in full of all ad valorem taxes due for the Eligible Property located at the Premises, subject to the right of protest. OWNER must also certify the number of Full Time Employees employed at the Premises for the preceding year.
3. Such grant payments will be paid by CITY to OWNER on or before June 1 of each year, beginning in June 2018 and ending in June 2024, provided the Conditions and Requirements contained in Section IV herein have been met.

**B. Arlington Hire Grant.** On an annual basis, beginning in 2018 and ending in 2020, CITY agrees to pay OWNER a grant payment calculated as provided below in Subsection V.B.1.

<b>Agreement Year</b>	<b>Coverage Period</b>	<b>Certification Due</b>	<b>Payment No Later Than</b>	<b>CITY Fiscal Year</b>
1	October 1, 2016 to May 31, 2018	July 1, 2018	September 1, 2018	FY18
2	June 1, 2018 to May 31, 2019	July 1, 2019	September 1, 2019	FY19
3	June 1, 2019 to May 31, 2020	July 1, 2020	September 1, 2020	FY20

1. Each grant payment shall be determined annually for each grant year and based upon the following:
  - a. \$1000 for every Arlington resident hired and retained as a Full Time Employee during the previous Agreement Year, as defined in the table above.
2. Certification for positions hired shall be prepared by OWNER by July 1 of each year. Certification shall be accompanied by an employment report generated by OWNER that documents the number of new hires for the previous agreement year and their residential address.
3. Such grant payments will be paid by CITY to OWNER on or before September 1 of each year, beginning in September 2018 and ending in September 2020, provided the Conditions and Requirements contained in Section IV herein have been met.

4. The total amount of the grant(s) provided under this Subsection V.B., shall not exceed \$100,000. Once the CITY has paid to the OWNER grant(s) totaling \$100,000 the OWNER shall no longer be eligible to receive grant payments under this Subsection V.B.

## **VI.** **Protests**

This agreement shall not be construed to prohibit OWNER's protest or contest of any or all appraisals or assessments of any property on the Premises. The amount of the grants provided in Subsection V.A. above shall be based upon the taxes as finally determined by the Tarrant Appraisal District to be due after such protests or contests are finally determined.

## **VII.** **Default and Recapture**

- A. Default - A default by OWNER of this Agreement may result in termination or modification of this Agreement and recapture by CITY of grant payments. The following conditions shall constitute a default by OWNER of this Agreement:
  1. OWNER terminates use of the Premises any time during the duration of the Agreement; or
  2. OWNER fails to meet the Conditions and Requirements as specified in Subsections IV. A., B., C., D., and E. above.
  3. OWNER fails to provide the certifications required under Subsections V.A.2. or V.B.2.
  4. Cross-Defaults: Any event that constitutes a default by the owner under the Tax Abatement and Chapter 380 Fee Waiver Agreement between the CITY and Big Zilla Development of Texas, LLC shall constitute an event of default of OWNER under this Agreement.
- B. Notice of Default - In the event that CITY makes a reasonable determination that OWNER has defaulted under this Agreement, then CITY shall give OWNER written notice of such. OWNER has sixty (60) days following receipt of said written notice to reasonably cure such default or this Agreement may be terminated by CITY and recapture of abated taxes may occur. Notice of default shall be in writing and shall be delivered by personal delivery or certified mail to OWNER at its address provided in Section IX of this Agreement.
- C. Recapture - During the first three (3) years of the grants provided for in Subsection V.A., should OWNER fail to cure a default of this Agreement during

the cure period provided for in Subsection VII.B., CITY may terminate this Agreement and recapture all grants payments made under this Agreement up to the time of default. During year four (4) should OWNER fail to cure a default of this Agreement during the cure period provided for in Subsection VII.B., CITY may terminate this Agreement and recapture 80% of all grants payments made under this Agreement up to the time of default. During year five (5) should OWNER fail to cure a default of this Agreement during the cure period provided for in Subsection VII.B., CITY may terminate this Agreement and recapture 70% of all grants payments made under this Agreement up to the time of default. During year six (6) should OWNER fail to cure a default of this Agreement during the cure period provided for in Subsection VII.B., CITY may terminate this Agreement and recapture 60% of all grants payments made under this Agreement up to the time of default. During year seven (7) should OWNER fail to cure a default of this Agreement during the cure period provided for in Subsection VII.B., CITY may terminate this Agreement and recapture 50% of all grant payments made under this Agreement up to the time of default. It shall be the duty of CITY to determine whether to require recapture and payment of abated taxes and/or waived fees and to demand payment of such. Payment of all recaptured grants shall become due sixty (60) days following receipt of such demand. The right of CITY to require recapture and demand payment of grant payments made and the obligation of OWNER to repay such shall survive termination of this agreement. The City Attorney has the authority, on behalf of the City, to initiate any litigation necessary to pursue payment of recaptured grant payments.

### **VIII.**

#### **Effect of Sale or Lease of Property**

The grants authorized by this Agreement shall not be assignable to any new owner or lessee of all or a portion of the Premises, unless such assignment is approved in writing by CITY; provided that such approval shall not be unreasonably withheld, conditioned or delayed.

### **IX.**

#### **Notice**

All notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail postage prepaid or by hand delivery:

OWNER: Autosales, Incorporated d/b/a Summit Racing  
Attn: Mike Turner  
1200 Southeast Avenue  
Tallmadge, Ohio 44278

CITY: City of Arlington  
City Manager's Office  
Attn: Economic Development Manager  
P.O. Box 90231  
Arlington, Texas 76004-3231

**X.**  
**City Council Authorization**

This Agreement was authorized by resolution of the City Council authorizing the City Manager or his designee to execute this Chapter 380 Program Agreement for Economic Development Incentives on behalf of the CITY.

**XII.**  
**Severability**

In the event any section, subsection, paragraph, sentence, phrase or word is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

**XIII.**  
**Estoppel Certificate**

Any party hereto may request an estoppel certificate from another party hereto, so long as the certificate is requested in connection with a bona fide business purpose. The certificate, which if requested will be addressed to a subsequent purchaser or assignee of OWNER, shall include, but not necessarily be limited to statements that this Agreement is in full force and effect without default (or if default exists the nature of same), the remaining term of this Agreement, the levels and remaining term of the abatement in effect, and such other matters reasonably requested by the party(ies) to receive the certificates.

**XIV.**  
**OWNER's Standing**

OWNER, as a party to this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions or City Council actions authorizing same, and OWNER shall be entitled to intervene in said litigation.

**XV.**  
**Applicable Law**

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

**XVI.**  
**Indemnification**

It is understood and agreed between the parties that the OWNER, in performing its obligations hereunder, is acting independently, and CITY assumes no responsibility or liability to third parties in connection therewith, and OWNER agrees to indemnify and hold harmless CITY from any such responsibility or liability. It is further understood and agreed among the parties that CITY, in performing its obligations hereunder, is acting independently, and the OWNER assumes no responsibility or liability to third parties in connection therewith, and CITY agrees to the extent allowed by law to indemnify and hold harmless OWNER from any such responsibility or liability.

**XVII.**  
**Force Majeure**

It is expressly understood and agreed by the parties to this Agreement that the parties shall not be found in default of this Agreement if any party's failure to meet the requirements of this Agreement is delayed by reason of war, Act of God, fire, or other casualty of a similar nature.

**XVIII.**  
**No Other Agreement**

This Agreement embodies all of the agreements of the parties relating to its subject matter as specifically set out herein, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified or supplemented only by an instrument or instruments in writing executed by the parties.

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

In performing this Agreement, OWNER agrees to use diligent efforts to purchase all goods and services from Arlington or Tarrant County 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 or organizations proposed for work on this Agreement, the OWNER agrees to consider this policy and to use their reasonable and best efforts to select and employ such companies and persons for work on this Agreement.

**XX.**  
**Headings**

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

**XXII.**  
**Successors and Assigns**

The parties to this Agreement each bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement.

No successor, executor, administrator or assign is valid in the place of the parties to this Agreement without the written consent of CITY and such consent shall not be unreasonably withheld.

**XXIII.**  
**Counterparts**

This Agreement may be executed in any number of counterparts, each of which may be executed by anyone or more of the parties hereto, but all of which shall constitute one instrument, and shall be binding and effective when all of the parties hereto have executed at least one counterpart.

**XXIV.**  
**No Third-Party Beneficiaries**

For purposes of this Agreement, including its intended operation and effect, the parties specifically agree that: (1) this Agreement only affects matters/disputes between the parties to this Agreement, 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 OWNER or both; and (2) the terms of this agreement 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 OWNER.

**XXV.**  
**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 agreement 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 agreement.

**XXVI.**  
**Survival of Obligations**

All obligations under this Agreement shall survive the expiration or termination of this Agreement to the extent required for their full observance and performance.

**XXVII.**  
**Termination**

This Agreement shall terminate in accordance with the terms of this Agreement unless extended by written agreement of the parties or a written instrument signed by all parties evidencing a delay by force majeure.

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

**AUTOSALES, INCORPORATED**  
**d/b/a Summit Racing**

BY \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Title

Date \_\_\_\_\_

WITNESS:

\_\_\_\_\_

**CITY OF ARLINGTON, TEXAS**

BY \_\_\_\_\_  
JIM PARAJON  
Deputy City Manager  
Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:  
TERIS SOLIS, City Attorney

BY \_\_\_\_\_



**Exhibit "A"**

**PREMISES 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.

# Staff Report



<b>Tax Abatement and Chapter 380 Fee Waiver Agreement – Big Zilla Development of Texas, LLC (Summit Racing)</b>	
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City Council Meeting Date: August 23, 2016
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Document Being Considered: Resolution
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## **RECOMMENDATION**

Approve a resolution authorizing the execution of a Tax Abatement and Chapter 380 Fee Waiver Agreement by and between Big Zilla Development of Texas, LLC and the City of Arlington, Texas relative to the construction of a business expansion project in Reinvestment Zone Number Forty-Four located in the Arlington, Texas.

## **PRIOR BOARD OR COUNCIL ACTION**

City Council was briefed on this request on May 24, 2016.

On August 2, 2016, City Council conducted a public hearing and approved first reading of an ordinance to establish Reinvestment Zone No. 44.

## **ANALYSIS**

Big Zilla Development of Texas, LLC. is planning to construct a 700,000 square foot facility on approximately 48 acres of 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. Autosales, Incorporated (d/b/a Summit Racing), an affiliate of Big Zilla Development of Texas, will operate the facility and hire the employees. Total capital investment in real property and business personal property improvements is estimated to be \$82 million.

Big Zilla Development of Texas has requested a tax abatement and a 380 fee waiver agreement to offset the substantial land development costs associated with the construction of the 700,000 sq. ft. facility. The agreement will be for a period of seven years, beginning in 2018, and will be an annual amount equal to 65% of the ad valorem taxes collected by the City in the previous tax year for real property. In addition, the agreement waives all building development fees, but does not waive roadway or water/sewer impact fees. The development must result in added real property value of at least \$35,000,000 no later than January 1<sup>st</sup>, 2018. The development will also generate significant sales tax revenue for the City associated with onsite and Texas-based sales.

## **FINANCIAL IMPACT**

Based on the proposed seven-year, 65% real property tax abatement, the City will receive a minimum of \$79,380 in new real property taxes annually, totaling \$555,660 over the course of the agreement. The minimum annual savings to Big Zilla Development of Texas, LLC is \$147,420, totaling \$1,031,940 over the course of the agreement.

The City will also benefit from added taxable value of the business personal property at the facility and the associated sales tax revenue that is generated by the project.

## **ADDITIONAL INFORMATION**

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

**STAFF CONTACT**

Bruce C. Payne, AICP  
Economic Development Manager  
817-459-6114  
[bruce.payne@arlingtontx.gov](mailto:bruce.payne@arlingtontx.gov)

**Resolution No. \_\_\_\_\_**

**A resolution authorizing the execution of a Tax Abatement and Chapter 380 Fee Waiver Agreement by and between Big Zilla Development of Texas, LLC and the City of Arlington, Texas, relative to a project in Reinvestment Zone Number Forty-Four in the City of Arlington, Texas**

- WHEREAS, Big Zilla Development of Texas, LLC (hereinafter referred to as “BIG ZILLA”) has submitted to the City of Arlington (“CITY”) an application for economic development incentives for its proposed construction of an auto-parts distribution and retail sales center (“Project”) in Reinvestment Zone Number Forty-Four of the City of Arlington; and
- WHEREAS, the Arlington City Council has elected to participate in tax abatements in accordance with TEX. TAX CODE ANN. Chapter 312, and has adopted policy statements, guidelines, criteria and procedures for evaluating and considering applications and agreements for such incentives; and
- WHEREAS, the Arlington City Council has elected to participate in economic development incentives in accordance with V.T.C.A. Local Government Code, Chapter 380, and has adopted policy statements, guidelines, criteria and procedures for evaluating and considering applications and agreements for such incentives; and
- WHEREAS, the ultimate goal and public purpose of agreements and programs established under the CITY’s economic development policies is to protect and enhance CITY’s fiscal ability to provide high quality municipal services for the safety, comfort and enjoyment of CITY residents; and
- WHEREAS, the CITY finds that the administration of a program of incentives to BIG ZILLA (“Program”) in exchange for BIG ZILLA’s completion of the Project proposed by BIG ZILLA, which would contribute to the retention or expansion of employment in the CITY and would attract major investment, which would contribute to the economic development of the CITY; and
- WHEREAS, the CITY finds that the proposed tax abatement offered to BIG ZILLA in exchange for BIG ZILLA’s completion of the Project proposed by BIG ZILLA would increase and preserve the tax base, provide quality employment opportunities in the City, and contribute to the diversity and quality of Arlington’s business community; and

WHEREAS, the CITY has determined that the Program will directly establish a public purpose and that all transactions involving the use of public funds and resources in the establishment and administration of the Program contain sufficient controls to ensure that the public purpose is carried out; and

WHEREAS, the CITY finds that the Project meets the applicable guidelines, criteria, and minimum requirements previously established by CITY; and

WHEREAS, based on these findings, CITY proposes to execute a Tax Abatement and Chapter 380 Fee Waiver Agreement relative to allowing BIG ZILLA a tax abatement of an estimated 65% annually for a period of seven (7) years and to provide waiver of building permit and development related fees;  
NOW THEREFORE

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

I.

That all of the recitals contained in the preamble of this resolution are found to be true and are adopted as findings of fact by this governing body and as part of its official record.

II.

That the City Manager or his designee is hereby authorized to execute a Tax Abatement and Chapter 380 Fee Waiver Agreement with Big Zilla Development of Texas, LLC. A substantial copy of the Agreement is attached as Exhibit "A".

III.

In authorizing the execution of and in executing the referenced agreement, the City of Arlington, Texas, through its City Council and City officials, hereby exercises a governmental function in accordance with but not limited to Section 101.0215 of the Texas Civil Practices and Remedies Code.

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

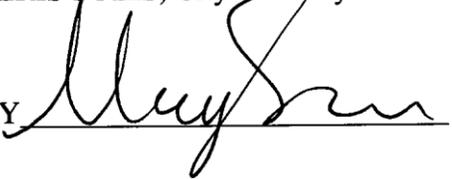
ATTEST:

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MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:  
TERIS SOLIS, City Attorney

BY



A handwritten signature in black ink, appearing to read "Teris Solis", is written over a horizontal line.

**Exhibit “A”**

**Agreement**

THE STATE OF TEXAS     §  
  §                     **Tax Abatement and**  
  §                     **Chapter 380 Fee Waiver Agreement**  
COUNTY OF TARRANT   §

THIS **TAX ABATEMENT AND CHAPTER 380 FEE WAIVER AGREEMENT** (“Agreement”) is executed by and between **BIG ZILLA DEVELOPMENT OF TEXAS, LLC**, duly authorized to do business in the State of Texas, acting by and through its authorized officer, (hereafter referred to as “**OWNER**”), and the **CITY OF ARLINGTON, TEXAS**, a home-rule city and municipal corporation of Tarrant County, Texas, acting by and through its City Manager or his designee, (hereafter referred to as “**CITY**”).

W I T N E S S E T H:

WHEREAS, CITY has found that providing a program of incentives to OWNER in exchange for OWNER’s construction of an auto-parts distribution and retail sales center will promote local economic development and stimulate business and commercial activity and job creation within the City of Arlington (hereafter referred to as “Program”); and

WHEREAS, the CITY has determined that the Program authorized by Resolution No. 16-\_\_\_ will directly estimable a public purpose and that all transactions involving the use of public funds and resources in establishment and administration of the Program contain controls likely to ensure that the public purpose is accomplished; and

WEHREAS, Chapter 380 of the Local Government Code provides statutory authority for establishing and administering the Program provided herein; and

WHEREAS, the City Council of CITY has resolved that the CITY may elect to participate in tax abatement; and

WHEREAS, the City Council, in accordance with law, has adopted a Policy Statement for Tax Abatement; and

WHEREAS, prior to executing this Agreement, the CITY has adopted a Policy Statement consistent with this Agreement; and

WHEREAS, the Policy Statement constitutes appropriate guidelines and criteria governing tax abatement agreements to be entered into by the CITY; and

WHEREAS, the City Council passed Ordinance No. 16-\_\_\_ establishing Reinvestment Zone Number Forty-Four in the City of Arlington, Texas, being a commercial-industrial reinvestment zone for tax abatement as authorized

by Texas Tax Code Chapters 311 and 312 (hereafter referred to as “the Code”); and

WHEREAS, the use of the Premises (as hereafter defined), the Eligible Property (as hereafter defined) and the other terms hereof are consistent with encouraging development within Reinvestment Zone Number Forty-Four, and are in compliance with the Policy Statement and the Ordinance and similar guidelines and criteria adopted by CITY and all applicable law; and

WHEREAS, the City Council finds that the terms of this Agreement meet applicable guidelines and criteria adopted by the City Council; and

WHEREAS, a copy of this Agreement has been furnished, in the manner prescribed by the Code, to the presiding officers of the governing bodies of each of the taxing units in which the Premises to be subject to this Agreement is located; and

WHEREAS, the City Council finds that it is in the public interest to provide the tax abatement and Chapter 380 fee waiver; NOW THEREFORE,

The CITY and OWNER, for and in consideration of the mutual premises and promises contained herein, do hereby agree, covenant and contract as set forth below:

**I.**  
**Definitions**

- A. “Added Value” is defined as the taxable value of the Eligible Property, as determined by the Tarrant Appraisal District, above the Base Year Value.
- B. “Base Year Value” is defined as the tax year 2016 taxable value of OWNER’s real property located at the Premises in Reinvestment Zone Number Forty-Four, on January 1, 2016, as finally determined by Tarrant Appraisal District.
- C. “Eligible Property” is defined as the Real Property Improvements specified in **Exhibit “A”**, erected on or affixed to the Premises between the date this agreement is signed and December 31, 2017. **Exhibit “A”** is attached hereto and incorporated herein for all purposes.
- D. “Premises” are defined as the real property (land and improvements) owned and operated by OWNER within Reinvestment Zone Number Forty-Four.
- E. “Real Property Improvements” are defined as improvements to the Premises and shall include buildings, structures, or fixtures erected on or affixed to land.

- F. “Reinvestment Zone Number Forty-Four” is defined as the real property described in **Exhibit “B”**, which is attached hereto and incorporated herein for all purposes. Such property was designated as Reinvestment Zone Number Forty-Four by City of Arlington Ordinance No. 16-\_\_\_\_\_, which is attached hereto as **Exhibit “C”**.

**II.**  
**General Provisions**

- A. The Premises are not in an improvement project financed by tax increment bonds.
- B. The Premises are not owned or leased by any member of the City Council or any member of the Planning and Zoning Commission of CITY.
- C. It is acknowledged and agreed by the parties that the completion of the Eligible Property Improvements is consistent with the purposes of encouraging development or redevelopment of the Reinvestment Zone.

**III.**  
**Improvement Conditions and Requirements**

- A. OWNER shall complete construction of the Eligible Property described in **Exhibit “A,”** demonstrated by obtaining a certificate of occupancy, on or before December 31, 2017.
- B. OWNER’s completion of the Eligible Property described in **Exhibit “A”** must result in Added Value of at least Thirty Five Million Dollars (\$35,000,000) no later than January 1, 2018.
- C. OWNER shall operate and maintain on the Premises the Eligible Property described in **Exhibit “A”** for the term of this agreement.
- D. OWNER shall ensure that all Eligible Property conforms to applicable building codes, the Unified Development Code, and all other ordinances and regulations.
- E. OWNER shall not allow the ad valorem taxes owed to CITY on any property owned by OWNER and located within the City of Arlington to become delinquent beyond the last day they can be paid without assessment of penalty.
- F. OWNER shall not fail to render for taxation any property located within the City of Arlington.
- G. OWNER covenants and certifies that OWNER does not and will not knowingly employ an undocumented worker as that term is defined by section 2264.01(4) of the Texas Government Code. In accordance with section 2264.052 of the Texas Government Code, if OWNER is convicted of a violation under 8 U.S.D. Section

132a(f), OWNER shall repay to the CITY the full amount of taxes abated under Section IV of this Agreement, plus 10% per annum from the date the abatement was made. Repayment shall be paid within one hundred and twenty (120) days after the date following such conviction that OWNER receives notice of violation from the CITY as provided by 2264.101(c) of the Texas Government Code, OWNER shall not be liable for a violation by a subsidiary, affiliate, or franchisee of OWNER or by a person with whom OWNER contracts.

**IV.**  
**Abatement**

- A. If the Improvement Conditions and Requirements set forth in Section III are met, then CITY agrees to exempt from taxation 65% of the Added Value of the Eligible Property. The exemption shall be for a period of seven years, from the tax year beginning January 1, 2018, through and including the tax year beginning January 1, 2024.
- B. Only the Real Property Improvements described in **Exhibit “A”** shall be eligible for abatement. Any other Real Property Improvements on the Premises shall be fully taxable in accordance with the Texas Property Tax Code.

**V.**  
**Fee Waiver**

In exchange for OWNER’s completion of the Eligible Property in accordance with the terms of this Agreement, CITY agrees to waive the following fees related to development and construction of the Eligible Property: building permit application fee, plan review fee, landscape plan review fee, plat application fees, early grading release fee, sign permit fee, fire permit and inspection fee, park fees and front footage fees.

**VI.**  
**Reports, Audits and Inspections**

- A. Annual Certification, TAD Application, and Reports - Pursuant to state law, OWNER shall certify annually to taxing units that OWNER is in compliance with the terms of this Agreement, and shall provide taxing units with reports and records reasonably necessary to support each year of this Agreement, as follows:
  - 1. Annual Certification -- OWNER shall complete and certify a Tax Abatement Certification to be provided by CITY for each year of this Agreement, to be due annually not later than April 1. This certification shall include reports on Eligible Property values and costs, a narrative description of the project’s progress, and other submittals required by this Agreement.

2. TAD Application -- OWNER shall submit a completed application for Property Tax Abatement Exemption to the Tarrant Appraisal District by the statutory deadline of April 30 in each year that OWNER intends to claim the abatement exemption, with no expectation of prompting or reminding from the Tarrant Appraisal District or CITY. The application for Property Tax Abatement Exemption must be obtained by OWNER from the Forms section of the Tarrant Appraisal District's website at <http://www.TAD.org>.
  3. Additional Reports -- Additionally, throughout the term of this agreement, OWNER shall furnish CITY any additional records and information reasonably requested to support the reports required by this agreement.
- B. Right to Audit Books and Records - CITY shall have the right to audit the books and records related to the Eligible Property and supporting the Eligible Property reports. CITY shall notify OWNER in advance in writing of their intent to audit in order to allow OWNER adequate time to make such books and records available.
- C. Inspection - At all times throughout the term of this Agreement, CITY and the Tarrant Appraisal District ("TAD") shall have reasonable access to the Premises for the purpose of inspecting the Premises to ensure that the Eligible Property is constructed, installed, maintained and operated in accordance with the terms of this Agreement. All inspections shall be conducted in a manner as to not unreasonably interfere with the installation of the Eligible Property or the operation of the Premises. The inspections shall be conducted within a reasonable time period after notice by CITY or TAD to OWNER, provided, however, that all inspections shall be made with one (1) or more representative(s) of OWNER present and in accordance with the safety standards of OWNER.

## **VII.**

### **Use of Premises**

The Premises at all times shall be used in a manner that is consistent with CITY's Unified Development Code and consistent with the general purpose of encouraging development within Reinvestment Zone Number Forty-Four.

## **VIII.**

### **Default and Recapture**

- A. Default - A default by OWNER of this Agreement may result in termination or modification of this Agreement and recapture by CITY of taxes which otherwise would have been paid since the execution of this Agreement to CITY without the benefit of the Abatement. Penalty and interest on recaptured taxes will be charged at the statutory rate for delinquent taxes as determined by Section 33.01

of the Property Tax Code of the State of Texas. The following conditions shall constitute a default by OWNER of this Agreement:

1. OWNER terminates the use of the Premises as an auto-parts distribution and retail sales center any time during the duration of this Agreement; or
2. OWNER fails to meet the Conditions and Requirements specified in Section III above.
3. OWNER fails to provide the certification, application or reports required under Section VI.
4. Cross-Defaults: Any event that constitutes a default by the owner under the Chapter 380 Program Agreement for Economic Development Incentives between the CITY and Autosales, Incorporated d/b/a Summit Racing shall constitute an event of default of OWNER under this Agreement.

B. Notice of Default - In the event that CITY makes a reasonable determination that OWNER has defaulted under this Agreement, then CITY shall give OWNER written notice of such. OWNER has sixty (60) days following receipt of said written notice to reasonably cure such default or this Agreement may be terminated by CITY and recapture of abated taxes may occur. Notice of default shall be in writing and shall be delivered by personal delivery or certified mail to OWNER at its address provided in Section X of this Agreement.

C. Recapture – During the first three (3) years of the abatement provided for in this Agreement, should OWNER fail to cure a default of this agreement during the cure period provided for in Section VIII (B), CITY may terminate this Agreement and recapture all taxes abated and fees waived under this Agreement up to the time of default. During year four (4) should OWNER fail to cure a default of this agreement during the cure period provided for in Section VIII (B), CITY may terminate this Agreement and recapture 80% of taxes abated and fees waived under this Agreement up to the time of default. During year five (5) should OWNER fail to cure a default of this agreement during the cure period provided for in Section VIII (B), CITY may terminate this Agreement and recapture 70% of taxes abated and fees waived under this Agreement up to the time of default. During year six (6) should OWNER fail to cure a default of this agreement during the cure period provided for in Section VIII (B), CITY may terminate this Agreement and recapture 60% of taxes abated and fees waived under this Agreement up to the time of default. During year seven (7) should OWNER fail to cure a default of this agreement during the cure period provided for in Section VIII (B), CITY may terminate this Agreement and recapture 50% of taxes abated and fees waived under this Agreement up to the time of default. It shall be the duty of CITY to determine whether to require recapture and payment of abated taxes and/or waived fees and to demand payment of such. Taxes and/or fees shall

become due sixty (60) days following receipt of such demand. The right of CITY to require recapture and demand payment of abated taxes and the obligation of OWNER to repay such shall survive termination of this agreement. The City Attorney has the authority, on behalf of the City, to initiate any litigation necessary to pursue payment of recaptured grant payments.

- D. Tax Lien Not Impaired - It is expressly agreed and acknowledged between the parties to this Agreement that nothing in this Agreement shall be deemed or construed to affect the lien for taxes against the property established by Section 32.01 of the Tax Code of the State of Texas. Such lien shall secure the payment of all taxes, penalties and interest ultimately imposed on the property, including any taxes abated and subject to recapture under this Agreement. Any such lien may be fully enforced pursuant to the provisions of the Code. For purposes of this Subsection, "property" refers to the Premises and Eligible Property described herein.

**IX.**  
**Effect of Sale or Lease of Property**

The abatement and fee waiver granted by this Agreement shall not be assignable to any new owner of all or a portion of the Premises or Eligible Property unless such assignment is approved in writing by the CITY with approval of the City Council.

**X.**  
**Notice**

All notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail postage prepaid or by hand delivery:

OWNER:       Big Zilla Development of Texas, LLC  
                  Attention: Pat Rawley  
                  1200 Southeast Avenue  
                  Tallmadge, Ohio 44278

CITY:           City of Arlington  
                  Attention: Economic Development Manager  
                  Post Office Box 90231  
                  Arlington, Texas 76004-3231

**XI.**  
**City Council Authorization**

This Agreement was authorized by resolution of the City Council authorizing the City Manager or his designee to execute this Agreement on behalf of the CITY.

**XII.**  
**Severability**

In the event any section, subsection, paragraph, sentence, phrase or word is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

**XIII.**  
**Estoppel Certificate**

Any party hereto may request an estoppel certificate from another party hereto, so long as the certificate is requested in connection with a bona fide business purpose. The certificate, which if requested will be addressed to a subsequent purchaser or assignee of OWNER, shall include, but not necessarily be limited to statements that this Agreement is in full force and effect without default (or if default exists the nature of same), the remaining term of this Agreement, the levels and remaining term of the abatement in effect, and such other matters reasonably requested by the party(ies) to receive the certificates.

**XIV.**  
**OWNER's Standing**

OWNER, as a party to this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions or City Council actions authorizing same, and OWNER shall be entitled to intervene in said litigation.

**XV.**  
**Applicable Law**

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

**XVI.**  
**Indemnification**

**It is understood and agreed between the parties that the OWNER, in performing its obligations hereunder, is acting independently, and CITY assumes no responsibility or liability to third parties in connection therewith, and OWNER agrees to indemnify and hold harmless CITY from any such responsibility or liability. It is further understood and agreed among the parties that CITY, in performing its obligations hereunder, is acting independently, and the OWNER assumes no responsibility or liability to third parties in connection therewith, and**

**CITY agrees to the extent allowed by law to indemnify and hold harmless OWNER from any such responsibility or liability.**

**XVII.**  
**Force Majeure**

It is expressly understood and agreed by the parties to this Agreement that the parties shall not be found in default of this Agreement if any party's failure to meet the requirements of this Agreement is delayed by reason of war, Act of God, fire, or other casualty of a similar nature.

**XVIII.**  
**No Other Agreement**

This Agreement embodies all of the agreements of the parties relating to its subject matter as specifically set out herein, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified or supplemented only by an instrument or instruments in writing executed by the parties.

**XIX.**  
**Recordation of Agreement**

A certified copy of this Agreement in recordable form shall be recorded in the Deed Records of Tarrant County, Texas.

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

In performing this Agreement, OWNER agrees to use diligent efforts to purchase all goods and services from Arlington or Tarrant County 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 or organizations proposed for work on this Agreement, the OWNER agrees to consider this policy and to use their reasonable and best efforts to select and employ such companies and persons for work on this Agreement.

**XXI.**  
**Headings**

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

**XXII.**  
**Successors and Assigns**

The parties to this Agreement each bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement.

No successor, executor, administrator or assign is valid in the place of the parties to this Agreement without the written consent of CITY and such consent shall not be unreasonably withheld.

**XXIII.**  
**Counterparts**

This Agreement may be executed in any number of counterparts, each of which may be executed by anyone or more of the parties hereto, but all of which shall constitute one instrument, and shall be binding and effective when all of the parties hereto have executed at least one counterpart.

**XXIV.**  
**No Third-Party Beneficiaries**

For purposes of this Agreement, including its intended operation and effect, the parties specifically agree that: (1) this Agreement only affects matters/disputes between the parties to this Agreement, 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 OWNER or both; and (2) the terms of this agreement 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 OWNER.

**XXV.**  
**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 agreement 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 agreement.

**XXVI.**  
**Survival of Obligations**

All obligations under this Agreement shall survive the expiration or termination of this Agreement to the extent required for their full observance and performance.

**XXVII.**  
**Termination**

This Agreement shall terminate in accordance with the terms of this Agreement unless extended by written agreement of the parties or a written instrument signed by all parties evidencing a delay by force majeure. However, in no event shall the abatement exceed ten (10) years.

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

**BIG ZILLA DEVELOPMENT OF  
TEXAS, LLC**

BY \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Title

Date \_\_\_\_\_

WITNESS:

\_\_\_\_\_

**CITY OF ARLINGTON, TEXAS**

BY \_\_\_\_\_  
JIM PARAJON

Deputy City Manager

Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:  
TERIS SOLIS, City Attorney

BY \_\_\_\_\_

THE STATE OF \_\_\_\_\_ §  
 COUNTY OF \_\_\_\_\_ § **BIG ZILLA DEVELOPMENT OF TEXAS, LLC**  
**Acknowledgment**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of \_\_\_\_\_, on this day personally appeared \_\_\_\_\_, known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of **BIG ZILLA DEVELOPMENT OF TEXAS, LLC**, and as the \_\_\_\_\_ thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

_____	_____
My Commission Expires	Notary Public in and for The State of _____
	_____
	Notary's Printed Name

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

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **JIM 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 a **Deputy City Manager** thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

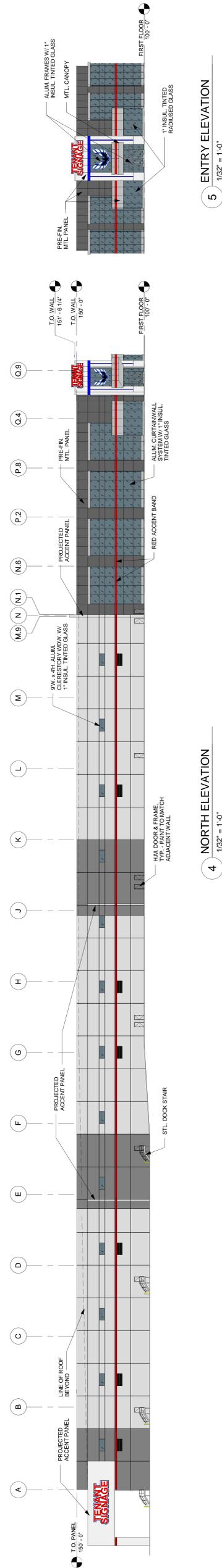
_____	_____
My Commission Expires	Notary Public in and for The State of Texas
	_____
	Notary's Printed Name

**Exhibit "A"**

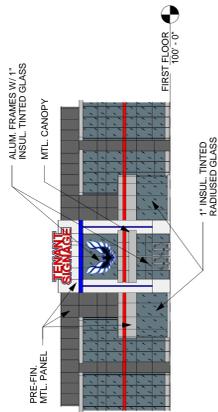
**ELIGIBLE PROPERTY**



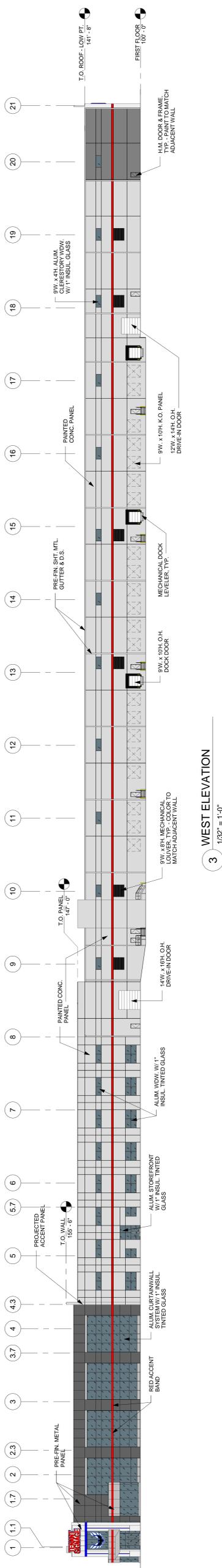




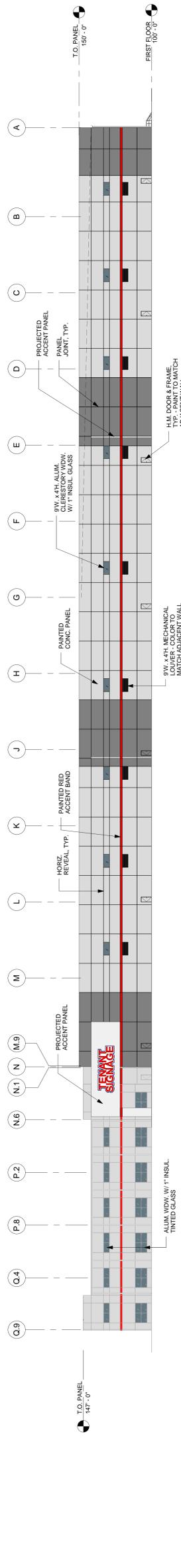
**4 NORTH ELEVATION**  
 1/32" = 1'-0"



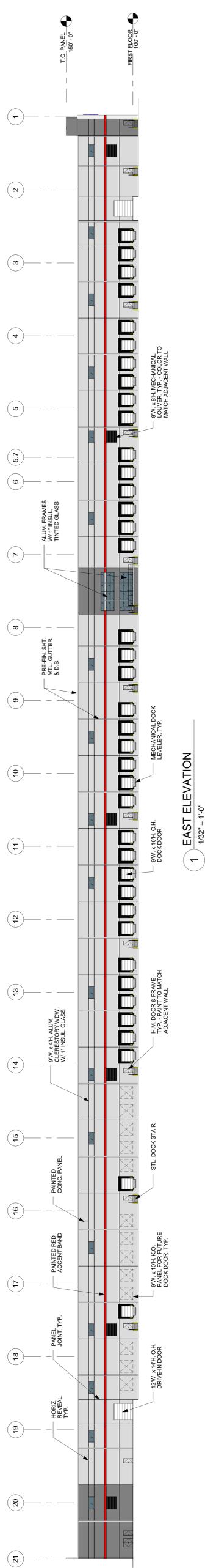
**5 ENTRY ELEVATION**  
 1/32" = 1'-0"



**3 WEST ELEVATION**  
 1/32" = 1'-0"



**2 SOUTH ELEVATION**  
 1/32" = 1'-0"



**1 EAST ELEVATION**  
 1/32" = 1'-0"

**Exhibit "B"**

**PREMISES 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 “C”**

**Ordinance 16-\_\_\_\_\_**  
**creating**  
**Reinvestment Zone Forty-Four**

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

(2)

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*

