



CITY COUNCIL AGENDA

SEPTEMBER 6, 2016

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

I. General Information

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

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

www.arlingtontx.gov

CITY COUNCIL SCHEDULE-2016

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

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

II. Support or Opposition on Agenda Items

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

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

III. Citizen Participation

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

IV. Rules of Courtesy

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

I. Información General

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

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

EL HORARIO DEL AYUNTAMIENTO-2016

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

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

II. Apoya u Opone los Artículos del Orden del Día

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

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

III. Participación de los Ciudadanos

La participación del ciudadano da el 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., 3rd floor

**Tuesday, September 06, 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

Afternoon Meeting, August 23, 2016
Evening Meeting, August 23, 2016

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

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

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

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

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. **TxDOT Aviation 2017 RAMP Grant Agreement (MO#09062016-001)**
Authorize the City Manager or his designee to execute a Routine Airport Maintenance Program (RAMP) Grant Agreement with the Texas Department of Transportation (TxDOT) of Austin, Texas. The grant reimburses 50% of the cost of miscellaneous Airport repair projects such as pavement repairs and striping, hangar repairs, and Air Traffic Control equipment replacement. The maximum reimbursement under the grant is \$50,000, and funds for the eligible repair projects are available in Airport Improvement Account No. 358501-51290499-61002.
2. **Ditto Golf Course Contract Modification for Design Consultant, Project No. PKPL12001 (MO#09062016-002)**
Authorizing the City Manager or his designee to execute a contract modification with Colligan Golf Design of Arlington, Texas, for re-design modifications of the construction drawings for the Chester W. Ditto Golf Course renovation. Funding in an amount not to exceed \$106,000 is available in Parks Bond Account No. 508503-53360599-61002.
3. **Tarrant County College Services Agreement; Providing curriculum and training for EMT and Advanced EMT (MO#09062016-003)**
Authorizing the City Manager or his designee to execute a Services Agreement with Tarrant County College District Northeast Campus of Fort Worth, Texas to provide curriculum and training for Emergency Medical Technician and Advanced Emergency Medical Technician in the amount of \$31,790 for up to 10 students, additionally if the class size exceeds 10 students, a charge of \$3,179 for each Emergency Medical Technician trainee and \$1,937 for each Advanced Emergency Medical Technician trainee will be paid for each student over the original 10. Funding is available in Liquidated Damages Account No. 790201-61002.

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. **Zoning Case - PD16-3 RaceTrac - 1211 West Harris Road (CLOSED)**
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 a Package Liquor Store, with a Development Plan; generally located north of West Harris Road and east of South Cooper Street. Final 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 SUP16-1 (St. Andrew's Methodist Church - 2045 Southeast Green Oaks Boulevard) (CLOSED)**
Consider 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. Final 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.

C. Consent Agenda Resolutions

1. **Ambulance Contract Renewal and Modification**
A resolution authorizing the execution of a Contract Renewal and Modification with American Medical Response Ambulance Service, Inc. d/b/a American Medical Response relative to ambulance service.
2. **Clean Water State Revolving Fund - Filing of Application and Designation of Authorized Representative**
 - a. A resolution authorizing the filing of an application for financial assistance in an amount not to exceed \$5,605,000 from the Clean Water State Revolving Fund of the Texas Water Development Board, designating an authorized representative for the purpose of furnishing information and executing documents as may be required in connection with the preparation and filing of the application, and making certain findings in connection therewith.
 - b. A resolution requesting designation as a management agency for wastewater collection and treatment within its territorial limits.
3. **Resolution of the City of Arlington, Texas authorizing the Defeasance and Redemption of Certain Outstanding Bonds; Approving and authorizing one or more Escrow Agreements and resolving other matters relating thereto**
A resolution of the City of Arlington, Texas authorizing the Defeasance and Redemption of Certain Outstanding Bonds; Approving and authorizing one or more Escrow Agreements and resolving other matters relating thereto.
4. **Fee Authorization for Community Development and Planning Department, and for Public Works and Transportation Department**
A resolution authorizing various fees relative to administration, construction, electrical, electronic scanning, gas drilling and production, health, irrigation, mechanical, municipal setting designation, plumbing, platting, special event parking, transportation, and zoning activities of the City of Arlington, Texas.
5. **Transportation Advisory Committee (TAC)**
A resolution creating the Transportation Advisory Committee and appointing membership to the Transportation Advisory Committee.

END OF CONSENT AGENDA

IX. ITEMS TO BE WITHDRAWN FROM THE CONSENT AGENDA

X. CONSIDER AND VOTE ON WITHDRAWN ITEMS

XI. PUBLIC HEARINGS: RESOLUTIONS AND ORDINANCES FIRST READING

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

A. Public Hearing – Resolutions

1. **Creation of the Arlington Tourism Public Improvement District**

Following the public hearing, consider a resolution authorizing the creation of the Arlington Tourism Public Improvement District; making findings to include the advisability of the proposed improvements, the estimated cost, the methods of assessment and collection service thereof, and the apportionment of cost between the District and the City; approving the Service and Assessment Plan for the Arlington Tourism Public Improvement District; and providing for publication and an effective date thereof.

RESOLUTION

A resolution authorizing the creation of the Arlington Tourism Public Improvement District; making findings to include the advisability of the proposed improvements, the estimated cost, the methods of assessment and collection service thereof, and the apportionment of cost between the District and the City; approving the Service and Assessment Plan for the Arlington Tourism Public Improvement District; and providing for publication and an effective date thereof.

B. Public Hearing – Ordinances First Reading

1. **Adoption of the FY 2017 Operating Budget**

Following the public hearing, consider an ordinance adopting the FY 2017 Operating Budget. An ordinance approving and adopting the operating budget for the City of Arlington, Texas, for Fiscal Year 2017, beginning October 1, 2016, and ending September 30, 2017, in accordance with the Chapter 102 of the Texas Local Government Code and becoming effective from and after its passage.

ORDINANCE FIRST READING

An ordinance approving and adopting the operating budget for the City of Arlington, Texas, for Fiscal Year 2017, beginning October 1, 2016, and ending September 30, 2017, in accordance with Chapter 102 of the Texas Local Government Code and Becoming effective from and after its passage.

2. **2016 Assessment Roll and Levy of Assessments within the Arlington Tourism Public Improvement District**

Following the public hearing, consider an ordinance of the City Council of the City of Arlington, Texas, accepting and approving the 2016 Assessment Roll for the Arlington Tourism Public Improvement District of the City of Arlington; levying the assessments on the assessed parcels appearing on said roll, and providing for and requiring the payment of the assessments and related matters.

ORDINANCE FIRST READING

An ordinance of the City Council of the City of Arlington, Texas, accepting and approving the 2016 Assessment Roll for the Arlington Tourism Public Improvement District of the City of Arlington; levying the assessments on the assessed parcels appearing on said roll, and providing for and requiring the payment of the assessments and related matters.

3. **MSD 16-1 (1000 & 1030 W. Arkansas Lane)**
Following the public hearing, consider an ordinance establishing a Municipal Setting Designation (MSD) for the property located at 1000 & 1030 W. Arkansas Lane. First Reading of an ordinance prohibiting the use of and contact with designated groundwater from beneath certain property known as 1000 and 1030 West Arkansas Lane within the City of Arlington, Texas, to facilitate certification of a Municipal Setting Designation of the property by the Texas Commission on Environmental Quality pursuant to the Texas Health and Safety Code.

ORDINANCE FIRST READING

An ordinance prohibiting the use of and contact with designated groundwater from beneath certain property known as 1000 and 1030 West Arkansas Lane within the City of Arlington, Texas, to facilitate certification of a Municipal Setting Designation of the property by the Texas Commission on Environmental Quality pursuant to the Texas Health and Safety Code.

4. **(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

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.

XII. ORDINANCES – FIRST AND/OR FINAL READINGS

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

A. Ordinances- First Reading

1. **Levying Taxes for Fiscal Year 2017 (CLOSED)**
First reading of an ordinance levying ad valorem taxes for the City of Arlington, Texas, for Fiscal Year 2017, beginning October 1, 2016, and ending September 30, 2017, in accordance with Tex. Loc. Gov't Code Chapter 102 and Tex. Tax Code Chapter 26, and becoming effective from and after its passage.
2. **Ratification of Tax Increase in FY 2017 Operating Budget (CLOSED)**
First reading of an ordinance ratifying the property tax increase reflected in the operating budget for the City of Arlington, Texas, for Fiscal Year 2017, beginning October 1, 2016, and ending September 30, 2017, in accordance with Tex. Loc. Gov't Code Chapter 102.

3. **Water and Wastewater Rates Adjustment / Water and Sewer Chapter Ordinance Amendments**
First reading of an ordinance amending the "Water and Sewer" Chapter of the Code of the City of Arlington, Texas, 1987, through the amendment of Article III, Charges for Water and Sewer Service, Section 3.02, Water and Sewer Rates, Subsection (A)(1), relative to water rates; Subsection 3.02(B)(1), relative to sewer rates; and Subsection 3.02(G), relative to fire protection system fees; and the addition of Section 3.06, Laboratory Testing; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions, and publication; and providing that Subsections 3.02(A)(1) and 3.02(B)(1) shall become effective on January 1, 2017 and Subsection 3.02(G) and Section 3.06 shall become effective on October 1, 2016.

4. **New School Zone for Peach Elementary and School Zone Revision for Workman Junior High/McNutt Elementary**
First reading of an ordinance amending the "Traffic and Motor Vehicles" Chapter of the Code of the City of Arlington, Texas, 1987, through the amendment of Article III, Speed Regulations, Section 3.05, Speed Limits in School Zones, Subsection (C), by the addition of a new school zone on Baird Farm Road and the amendment of a school zone on Center Street; 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.

XIII. ANNOUNCEMENTS

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



Minutes

Arlington City Council Meeting

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

August 23, 2016
1:30 PM

The City Council of the City of Arlington, Texas, convened in Special Session on August 23, 2016, at 1:30 pm in the Council Briefing Room, 101 W. Abram Street, 3rd Floor with the meeting being open to the public and notice of said meeting, giving the date, place and subject thereof, having been posted as prescribed by V.T.C.A., Government Code, Chapter 551, with the following members present, to-wit:

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

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

I. CALL TO ORDER

Mayor Pro Tempore S. Capehart called the meeting to order at 1:36 p.m. and immediately convened in Executive Session.

At 1:52 p.m., Mayor J. Williams arrived during Executive Session and began presiding over the meeting.

II. EXECUTIVE SESSION

A. Section 551.071, CONSULTATION WITH ATTORNEY

1. Discussion of Texas Oil and Gas Association v. City of Arlington lawsuit
2. Discussion of Da Vinci Investment Limited Partnership v. City of Arlington, et al and Daniel Griffith v. City of Arlington, et al lawsuits

3. Discussion of claim by the Estate of Christian Taylor

B. Section 551.076, DELIBERATIONS REGARDING SECURITY DEVICES OR SECURITY AUDITS

1. Discussion of deployment and implementation of security personnel and devices relative to city facilities

C. Section 551.087, DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

1. Offers of Incentives to Business Prospects

At 3:33 p.m., Executive Session was adjourned, and after a short break, Council reconvened in Open Session at 3:46 p.m.

III. WORK SESSION

A. FY2017 Annual Audit Plan

Lori Brooks, City Auditor, presented the FY2017 Annual Audit Plan to Council.

B. Update on Mosquito Control

Chief Don Crowson, Fire Department, gave Council an Update on Mosquito Control.

IV. ISSUES SESSION

A. Discussion of informal staff reports

1. Chester W. Ditto Golf Course Construction Redevelopment Update

Gary Packan, Assistant Director, Parks and Recreation Department, briefed Council on the Chester W. Ditto Golf Course Construction Redevelopment Update.

2. New Downtown Library Construction Update

Alf Bumgardner, Construction Manager, Public Works and Transportation Department, presented the New Downtown Library Construction Update to Council.

3. Downtown Pedestrian Safety

Keith Brooks, Assistant Director, Public Works and Transportation Department, discussed Downtown Pedestrian Safety.

4. Park Row Drive Sidewalks (Pecan Street to Collins Street)

Keith Brooks, Assistant Director, Public Works and Transportation Department, provided follow up information on Park Row Drive Sidewalks (Pecan Street to Collins Street).

5.

6-Month Forecast of Anticipated Bid and Proposal Projects and Report on 3rd Quarter Formal Bid Awards

Reginald Cleveland, MWBE Coordinator, Finance Department, gave Council the 6-Month Forecast of Anticipated Bid and Proposal Projects and Report on 3rd Quarter Formal Bid Awards.

6. City Council Priority - Enhance Regional Mobility

Jim Parajon, Deputy City Manager, Economic Development/Capital Investment, presented the City Council Priority - Enhance Regional Mobility newsletter. Keith Brooks, Assistant Director, Public Works and Transportation Department, was available for questions.

B. Discussion of committee meetings

1. Community and Neighborhood Development - Parking of Vehicles

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

2. Economic Development - Discussion of lease assignment of property relating to the Arlington Municipal Airport

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

C. Discussion of miscellaneous items

1. FY2017 Proposed Budget

Trey Yelverton, City Manager, provided Council with follow-up information with regards to the FY2017 budget, following previous presentation of the proposed FY2017 Budget.

2. Appointments to boards and commissions

There were 18 appointments for consideration on the Evening agenda.

3. Evening Agenda items

Item XI.A.1 was discussed.

4. Issues relative to City and TxDOT projects

5. Future Agenda Items

Mayor J. Williams requested a report on the mowing guidelines on Texas Department of Transportation (TxDOT) roads and highways. Councilmember R. Rivera requested information on the lighting on highways. Councilmember S. Capehart requested a future agenda item regarding the utilization of the Environmental Committee. Councilmember C. Parker requested an update on the I-30 City Gateway Monument, as well as maintenance of the area.

There being no further business, the meeting adjourned at 5:35 p.m.

APPROVED:

W. Jeff Williams, Mayor

ATTEST:

Mary W. Supino, City Secretary

Minutes



Arlington City Council Regular Meeting

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

August 23, 2016
6:30 PM

The City Council of the City of Arlington, Texas, convened in Regular Session on August 23, 2016, at 6:30 pm in the Council Briefing Room, 3rd Floor, 101 W. Abram St., with the meeting being open to the public and notice of said meeting, giving the date, place and subject thereof, having been posted as prescribed by V.T.C.A., Government Code, Chapter 551, with the following members present, to-wit:

Mayor J. Williams
Councilmember C. Parker
Councilmember 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 6:35 p.m.

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

Dr. Chris Wilson, Rush Creek Christian Church, gave the invocation and the Pledge of Allegiance to U.S. and Texas Flags were recited.

III. SPECIAL PRESENTATIONS

Mayor J. Williams proclaimed August 23, 2016 as Community Paramedic Program Day. This proclamation was presented by Mayor Williams and accepted by Danny Martin and Jason Adams with the Arlington Fire Department.

IV. APPOINTMENTS TO BOARDS AND COMMISSIONS

Councilmember M. Glaspie made a motion to approve the following resolutions appointing membership to boards and commissions. Seconded by Councilmember K. Wilemon, the motion carried with 9 ayes and 0 nays.

Community Relations Commission

Mary Phillips, Place 1 - term set to expire 6/30/2018
Eysesmeri De La Rosa Scott, Place 2 - term set to expire 6/30/2018
Miguel (Mike) Zapata, Place 3 - term set to expire 6/30/2018
Timi T. Hazle, Place 4 - term set to expire 6/30/2018
Dr. Von Peaks, Place 5 - term set to expire 6/30/2018
Valerie Ann Landry, Place 6 - term set to expire 6/30/2018
A. Gloria Pena, Place 7 - term set to expire 6/30/2018
Benita Ibrahim, Place 8 - term set to expire 6/30/2018
Ethan McDaniel, Place 9 - term set to expire 6/30/2018
Arthurine Kamphaus, Place 10 - term set to expire 6/30/2018
Cindy N. Dao, Place 11 - term set to expire 6/30/2018
Devan Allen, Place 12 - term set to expire 6/30/2018
Carlos Francis, Place 13 - term set to expire 6/30/2018
Murjan Altawil, Place 14 - term set to expire 6/30/2018
Yen Nguyen, Place 15 - term set to expire 6/30/2018

RESOLUTION NO. 16-174

Library Board

Candace Halliburton, Place 6 - term set to expire 6/30/2018

RESOLUTION NO. 16-175

Teen Court Advisory Board

Karen Davis, Place 6 - term set to expire 6/30/2018

RESOLUTION NO. 16-176

Zoning Board of Adjustment

Dixon Holman II, Place 10 - term set to expire 6/30/2018

RESOLUTION NO. 16-177

V. SPEAKER GUIDELINES AND GENERAL DECORUM

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

VI. APPROVAL OF ITEMS FROM EXECUTIVE SESSION

VII. APPROVAL OF MINUTES

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

Councilmember L. Wolff made a motion to approve the minutes from the June 14, 2016 Special Meeting, the August 2, 2016 Afternoon and Evening Meetings, and the August 9, 2016 Special Meeting. Seconded by Councilmember V. Farrar-Myers, the motion carried with 9 ayes and 0 nays.

VIII. APPROVAL OF CONSENT AGENDA

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

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

1. **Designation of Reinvestment Zone Number Forty-Four**
 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.

ORDINANCE NO. 16-039

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.

RESOLUTION NO. 16-178

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

RESOLUTION NO. 16-179

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.

Funds are available in Strategic Planning Activity Account No. 121201-61002.

RESOLUTION NO. 16-180

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.

RESOLUTION NO. 16-181

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.

RESOLUTION NO. 16-182

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.

RESOLUTION NO. 16-183

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. 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 a Package Liquor Store, 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.

The public hearing regarding Zoning Case - PD16-3 RaceTrac - 1211 West Harris Road opened at 6:48 p.m. John Dugan, Director, Community Development and Planning Department, introduced Laura Hoffmann, 2728 N. Harwood St., Dallas, 75201, who presented the proposed ordinance to Council. Four individuals registered in support of the proposed ordinance. There being no others, the public hearing closed at 6:56 p.m.

PUBLIC HEARING CLOSED

Councilmember S. Capehart made a motion to approve 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, with the following stipulation: The required masonry wall separating the RaceTrac Property and Carroll Property must meet Carroll Family Investments standards, such standards to be agreed upon between Carroll Family Investments and RaceTrac prior to the second reading of the ordinance. If no agreement is reached prior to the second reading, Carroll Family Investments, as current property owner, would ask council to deny the zoning change. Seconded by Councilmember R. Rivera, the motion carried with 9 ayes and 0 nays.

FIRST READING

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.

The public hearing regarding Zoning Case - Specific Use Permit 16-1 (St. Andrew's Methodist Church - 2045 Southeast Green Oaks Boulevard) opened at 6:58 p.m. John Dugan, Director, Community Development and Planning Department, introduced Bruce Dalton, 1002 Chamblee Ct., 76014, who presented the proposed ordinance to Council. Jerletha McDonald, 5722 Indian Hill Dr., 76018, appeared in support of the proposed ordinance. Sixteen individuals registered in support of the proposed ordinance. There being no others, the public hearing closed at 7:07 p.m.

PUBLIC HEARING CLOSED

Councilmember R. Rivera made a motion to approve 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. Seconded by Councilmember K. Wilemon, the motion carried with 9 ayes and 0 nays.

FIRST READING

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

Mayor J. Williams made the following announcement:

"The Arlington City Council will vote on the proposed tax rate at the September 6, 2016 City Council meeting and the September 15, 2016 City Council meeting. Both meetings will begin at 6:30 p.m. and be held in the Council Briefing Room located on the 3rd floor in City Hall, 101 W. Abram St., Arlington, Texas 76010."

The public hearing concerning the tax rate opened at 7:09 p.m. Mike Finley, Chief Financial Officer, presented the Fiscal Year 2017 Tax Rate for the City of Arlington. Richard Weber, 2703 Crestmoor Ct., 76016, appeared in opposition to the proposed tax rate. There being no others, the public hearing closed at 7:11 p.m.

PUBLIC HEARING CLOSED

XII. 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.

Bruce Payne, Economic Development Manager, Economic Development Services, presented the two proposed resolutions to Council. Scott Peterson, 1200 Southeast Ave., Tallmadge, Ohio, 44278, appeared in support of the proposed resolutions. One individual registered in opposition to the proposed resolutions.

Councilmember L. Wolff made a motion to approve the following resolutions:

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; and,

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. Seconded by Councilmember R. Rivera, the motion carried with 9 ayes and 0 nays.

RESOLUTION NO. 16-184

RESOLUTION NO. 16-185

XIII. ANNOUNCEMENTS

XIV. CITIZEN PARTICIPATION

There being no further business, the meeting adjourned at 7:45 p.m.

APPROVED:

W. Jeff Williams, Mayor

ATTEST:

Mary W. Supino, City Secretary

Staff Report



TxDOT Aviation 2017 RAMP Grant Agreement

City Council Meeting Date: 9-6-16

Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to execute a Routine Airport Maintenance Program (RAMP) Grant Agreement with the Texas Department of Transportation (TxDOT) of Austin, Texas. The grant reimburses 50% of the cost of miscellaneous Airport repair projects such as pavement repairs and striping, hangar repairs, and Air Traffic Control equipment replacement. The maximum reimbursement under the grant is \$50,000, and funds for the eligible repair projects are available in Airport Improvement Account 358501-51290499-61002.

PRIOR BOARD OR COUNCIL ACTION

None

ANALYSIS

The TxDOT Aviation Division provides state Routine Airport Maintenance Program (RAMP) grants for certain qualifying airport maintenance projects. A RAMP grant provides a fifty percent reimbursement, for up to \$100,000 in qualifying project costs.

The grant offered is for various routine airport maintenance projects and includes:

- Pavement rehabilitation
- Pavement markings and striping
- T-hangar repair and demolition
- Miscellaneous repairs

FINANCIAL IMPACT

The grant reimburses the City for fifty percent of the cost of qualifying projects, reimbursement not to exceed \$50,000. Required matching funds are available in 358501-51290499-61002.

FY 2017
\$50,000

FY 2018
-0-

FY 2019
-0-

ADDITIONAL INFORMATION

Attached:	RAMP Grant Agreement
Under separate cover:	None
Available in the City Secretary's Office:	None

STAFF CONTACT(S)

Karen VanWinkle
Airport Manager
817-459-5559
Karen.VanWinkle@arlingtontx.gov

Trent Ballard
Assistant Airport Manager
817-459-5990
trent.ballard@arlingtontx.gov

**TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM**

(State Assisted Airport Routine Maintenance)

TxDOT Project ID: M1702ARLN

Part I - Identification of the Project

TO: The City of Arlington, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Arlington, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the Arlington Municipal Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or \$50,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2017, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.
5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
 - e. it shall not enter into any agreement nor permit any aircraft to gain direct ground access to the sponsor's airport from private property adjacent to or in the immediate area of the airport. Further, Sponsor shall not allow aircraft direct ground access to private property. Sponsor shall be subject to this prohibition, commonly known as a "through-the-fence operation," unless an exception is granted in writing by the State due to extreme circumstances; and
 - f. it shall not permit non-aeronautical use of airport facilities without prior approval of the State; and
 - g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
 - h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
 - i. an Airport Fund shall be established by resolution, order or ordinance in the

treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and

- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
 - k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.
 - l. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.
2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

PART IV - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an

irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;

- d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
- e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- f. reimburse sponsor for approved contract maintenance costs no more than once a month.

PART V - Recitals

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.
3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or

orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.

- b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
- 4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
- 5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
- 6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

DRAFT

Part VI - Acceptances

Sponsor

The City of Arlington, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this _____ day of _____, 20__.

The City of Arlington, Texas
Sponsor

Witness Signature

Sponsor Signature

Witness Title

Sponsor Title

Certificate of Attorney

I, _____, acting as attorney for the City of Arlington, Texas, do certify that I have fully examined the Grant and the proceedings taken by the Sponsor relating to the acceptance of the Grant, and find that the manner of acceptance and execution of the Grant by the Sponsor, is in accordance with the laws of the State of Texas.

Dated at _____, Texas, this _____ day of _____, 20__.

Witness Signature

Attorney's Signature

Witness Title

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By: _____

Date: _____

DRAFT

**Attachment A
Scope of Services
TxDOT Project ID: M1702ARLN**

Eligible Scope Item:	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$100,000.00	\$50,000.00	\$50,000.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
TOTAL	\$100,000.00	\$50,000.00	\$50,000.00

DRAFT

Accepted by: The City of Arlington, Texas

Signature

Title: _____

Date: _____

GENERAL MAINTENANCE: As needed, Sponsor may contract for services/purchase materials for routine maintenance/improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide/application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT Project ID: M1702ARLN

The City of Arlington does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

The City of Arlington, Texas
(Sponsor)

By: PLEASE SEE ATTACHED

Title: _____

Date: _____

DRAFT

Certification of State Single Audit Requirements

I, James F. Parajon, do certify that the City of Arlington will comply with all
(Designated Representative)

requirements of the State of Texas Single Audit Act if the City of Arlington spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the City of Arlington will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

Signature
James F. Parajon
Deputy City Manager

Title

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID: M1702ARLN

The City of Arlington designates, _____
(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

The City of Arlington, Texas
(Sponsor)

By: _____

Title: _____

Date: _____

DRAFT

DESIGNATED REPRESENTATIVE

Mailing Address: _____

Overnight Mailing Address: _____

Telephone/Fax Number: _____

Email address: _____



October 30, 2015

Texas Department of Transportation
Aviation Division
125 E. 11th Street
Austin, TX 78701

To Whom It May Concern:

The City of Arlington, Texas operates and reports its airport function as a program within the general fund of the City, not as a separate "Airport Fund". Detailed below are the Airport Division's 2014-2015 fiscal year actual revenue and expenditures as well as 2014-2015 fiscal year revenue and expenditures from the Airport's gas lease funds.

Revenues

Aviation	\$ 812,259
Foundation Gas Lease Income	\$ 663
General Gas Lease Income	<u>\$ 1,070,509</u>
Total Revenue	\$ 1,883,431

Expenditures

Direct	\$ 884,438
Indirect	\$ 446,087
Foundation Gas Lease	\$ 0
Debt Service	<u>\$ 600,079</u>

Total Expenditures \$ 1,930,604

Expenditures over Revenues \$ (47,173)

The Airport's gas lease funds were created with revenue generated from natural gas leases granted on airport property. All lease revenue along with related interest earnings will be used for improvements and development for the airport. Because of the treatment of the City airport as a general fund program/division, it is not possible to attest to the Certification of Airport Fund form you have forwarded to the City. However, I will certify that all revenues derived from the airport operations go to offset the expenditures incurred from airport operations.

Sincerely,

Amy Trevino, CGFO
Controller

Staff Report



Ditto Golf Course Contract Modification for Design Consultant Project No. PKPL12001	
--	--

City Council Meeting Date: 9-06-2016	Action Being Considered: Minute Order
--------------------------------------	---------------------------------------

RECOMMENDATION

Authorizing the City Manager or his designee to execute a contract modification with Colligan Golf Design of Arlington, Texas, for re-design modifications of the construction drawings for the Chester W. Ditto Golf Course renovation. Funding in an amount not to exceed \$106,000 is available in Parks Bond Account No. 508503-53360599-61002.

PRIOR BOARD OR COUNCIL ACTION

On June 18th, 2013, prior authorization was granted to execute a consultant contract in the amount of \$83,000.00 for planning services related to the Chester W. Ditto Golf Course Master Plan Design.

On August 25th, 2015, prior authorization was granted to execute a consultant contract in the amount of \$1,442,400 for consulting services related to the Chester W. Ditto Golf Course Redevelopment Design.

ANALYSIS

The Parks and Recreation Department in association with Colligan Golf Design of Arlington, Texas have been working to design and develop construction documents for the redevelopment of the Chester Ditto Golf Course located in North Arlington. Throughout the design process our efforts have been focused on creating a destination golf course for the Entertainment District while remaining cost attentive.

Due to the escalating construction cost estimations of 1.13% increase on a monthly basis for materials alone, the initial cost estimates were unanticipated. Upon receiving cost estimates of the 50% design review documents coming in at \$3,400,000 over budget, the city and the design team immediately went to work to reduce cost without sacrificing the quality of the golf course and still be able to meet cost recovery goals.

In order to meet budgetary goals, a total of 9,538 square feet was removed from the original building foot print of 27,737 square feet. This reduction in scope entails deleting office space, a porte cochere, coat check room, a small meeting room, as well as reducing the kitchen, event space rooms, main lobby and associated parking. These adjustments will not materially impact the overall appearance of the facility and the proposed adjustments will provide the quality service and experience the residents and visitors expect from the new facility. The contract modification is necessary to reduce the scope of the final design and add design services related to required drainage improvements.

FINANCIAL IMPACT

Funding for this contract modification in the amount of \$106,000 is available in Parks Bond Account No. 508503-53360599-61002. There is no General Fund operating budget impact associated with this phase of work.

FY 2017

FY 2018

FY 2019

\$106,000

\$0

\$0

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Lemuel Randolph
Director of Parks and Recreation
817-459-5479
Lemuel.Randolph@arlingtontx.gov

De'Onna Garner
Parks Planning Manager
817-459-6937
Deonna.Garner@arlingtontx.gov

THE STATE OF TEXAS §

THE COUNTY OF TARRANT § CONTRACT MODIFICATION

THIS CONTRACT MODIFICATION is made and entered into this 16th day of August, 2016, by and between the CITY OF ARLINGTON, Tarrant County, Texas, a municipal corporation, hereinafter called "CITY" and Colligan Golf Design hereinafter called "CONSULTANT", whose address is 103 Mesquite Street, Arlington, Texas 76010.

WITNESSETH:

WHEREAS, On August 26th, 2015, CITY and CONSULTANT entered into a contract (hereinafter referred to as "the Contract") for the preparation of plans and specifications for Golf Course Renovation & Clubhouse design services for the Chester W. Ditto Golf Course; and

WHEREAS, CITY and CONSULTANT desire to modify the Contract in certain respects as set forth herein; NOW THEREFORE,

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

CONSULTANT will perform additional services as described in Attachment "A" involving additional planning services. Attachment "A" is incorporated herein as if written word for word.

II.

Payment for additional services will not exceed \$106,000.00.

III.

The CONSULTANT recognizes that this Contract Modification shall commence on the day first written above and continue in full force and effect until termination in accordance with its provisions. The CONSULTANT and CITY herein recognize that the continuation of any contract after the close of any fiscal year of the City of Arlington, which fiscal year ends on September 30th of each year, shall be subject to Arlington City Council budget approval providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.

WITNESS:

CONSULTANT

COLLIGAN GOLF DESIGN

John C. Colligan
Colligan Golf Design

467967347
Tax Identification No.

ATTEST:

CITY OF ARLINGTON, TEXAS

MARY SUPINO, City Secretary

By: _____
LEMUEL RANDOLPH
Parks and Recreation Director

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

By: _____

THE STATE OF TEXAS §

Consultant Acknowledgment

THE COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **John C. Colligan** 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 **Colligan Golf Design**, a duly authorized Texas entity, with its executive office located in Tarrant County, Texas, and as the president 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.

My Commission Expires

Notary Public In and For
The State of Texas

Notary's Printed Name

THE STATE OF TEXAS §

City Acknowledgment

THE COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Lemuel Randolph**, 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**, a municipal corporation of Tarrant County, Texas, and as the Parks and Recreation 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 _____ day of _____, 2016_.

My Commission Expires

Notary Public In and For
The State of Texas

Notary's Printed Name



ATTACHMENT "A"

August 15, 2016

Mr. Lemuel Randolph, Director
City of Arlington Parks and Recreation Department
P.O. Box 90231
Arlington, Texas 76004

AMERICAN SOCIETY
OF
GOLF COURSE ARCHITECTS

**Re: Chester Ditto Golf Course Renovation & Clubhouse Design
Additional Services Fee**

Dear Lemuel:

Per the request of Park and Recreation Staff we are submitting the following proposal for additional Golf Course, Architectural and Engineering services for the Chester W. Ditto Golf Course.

While working on the project over the past year the City has directed Rees Associates and Colligan Golf Design to make adjustments in the golf course design due to the relocation of the maintenance building, redesign of the irrigation lake in order to incorporate a 66" storm drain and reduction of the clubhouse by 9500 square feet in order to meet a new target budget.

In addition, Colligan Golf Design is requesting additional compensation for our sub consultants associated with the project along with the office and accounting work necessary to keep the consultants billing in order as outlined in Exhibit "A" of the Professional Services Contract between the City of Arlington and Colligan Golf Design in Article 4, Golf Course Designers Compensation; Section 4.2, Charges for Additional Services; Item c. which reads: Services of consultants, if included in Golf Course Designer's contract, including those in accordance with Subsection 3.1, at a rate of 110% or 1.1 the amount billed to the Golf Course Designer for such services.

PROPOSED SCHEDULE

Colligan Golf Design will work with sub consultants to make modifications to plans and get them out to bid by September 1, 2016, a pre-bid on September 15th and bids due on October 3rd. Rees will make required modifications per the attached proposal and submit final construction documents and specifications on October 4, 2016.

103 MESQUITE STREET

ARLINGTON, TEXAS 76010

PHONE 817.543.2001

FAX 817.459.4286

colligangolf@sbcglobal.net

PROPOSED COMPENSATION

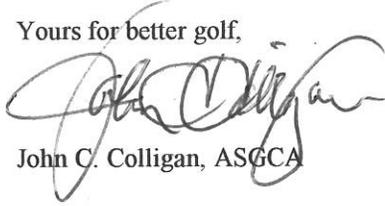
REES Associates and their sub consultants as outlined in the attached proposal to CGD.	\$79,600.00
Colligan Golf Design, Irrigation Planning and Design and Freese and Nichols Engineers	\$26,400.00
TOTAL ADDITIONAL FEE	\$106,000.00

REVISED PROJECT TOTAL

Colligan Golf Design / Irrigation / Engineering	\$651,400.00
REES Associates / Structural / Interior / Civil	\$897,000.00
TOTAL	\$1,548,400.00

Colligan Golf Design appreciates the opportunity to submit this proposal to further serve the City of Arlington. Please call with any questions you may have.

Yours for better golf,



John C. Colligan, ASGCA

Accepted for:

The City of Arlington

Name

Title

Date



August 12, 2016

John C. Colligan
Colligan Golf Design
103 S. Mesquite St.
Arlington, Texas 76010

Re: Golf Course Renovation & Clubhouse Design at Chester Ditto Golf Course
City of Arlington, Texas
A/E Additional Services Fee for Redesign of the Clubhouse

Dear John,

Thank you for the opportunity for REES to provide the following proposal for Architectural and Engineering additional services for the Golf Course Renovation & Clubhouse Design at Chester Ditto Golf Course.

A. UNDERSTANDING OF PROJECT SCOPE

REES was directed to stop work on the Construction Drawings on Wednesday, July 27, 2016 due to budget restraints identified by the City of Arlington, based on the latest estimate from Scott Tucker Construction. Scott Tucker estimated that the building required a reduction of approx. 9,500 sf to reduce the cost to meet the current City budget. At the time of the stop work directive, the design team had completed 75% of the Construction Document scope, per the approved design. The intent of this proposal is to provide a fee for the redesign of the Clubhouse to reduce the square footage by approx. 9,500 sf and bring the Construction Documents back to a 75% completion level based on the new design.

B. UNDERSTANDING OF SCOPE OF SERVICES

Summary of Services Included In This Proposal

REES will redesign the Clubhouse to reduce the building area by approx. 9,500 sf and revise the Construction Documents as required to bring the completion level of the documents back to a 75% level based on the new design. The scope of work for this proposal shall include Architectural, MEP Engineering, Structural Engineering, Civil Engineering, Landscape Design, Kitchen Design and revisions to the Sketchup Model/ Rendering for the building. The Audio Visual Consultant had not started their portion of the work when the stop work directive was given, therefore this proposal does not include an additional fee for their portion of the work.

PROPOSED COMPENSATION

1. Additional Services

a. Architectural		
Architect III -	120 hrs. x 90.00/hr =	\$10,800
Architect V -	120 hrs. x 125.00/hr =	\$15,000
Architect VI -	120 hrs. x 145.00/hr =	\$17,400
Int. Design III -	120 hrs. x 130.00/hr =	<u>\$15,600</u>
	\$58,800	\$58,800.00
b. MEP Engineering		\$ 5,400.00
c. Structural Engineering		\$ 6,500.00
d. Civil Engineering / Landscape		\$ 7,500.00
e. Kitchen Consultant		\$ 1,400.00
Total		\$ 79,600.00

C. PROPOSED SCHEDULE

REES will make the changes required per this proposal and submit final sealed Construction Documents and Specifications on October 4, 2016.

REES appreciates this opportunity to submit our proposal to serve Colligan Golf Design. It would be our pleasure to answer any questions you may have concerning this proposal. If this is acceptable, please provide the appropriate amendments to our agreement.

Sincerely,

Accepted for:

REES ASSOCIATES, INC.

Colligan Golf Design

Michael Sparkman, AIA

Senior Associate



Name

Title

Date

Sincerely,



REES ASSOCIATES, INC.

Robert W. Genter, AIA, RID, LEED AP

Vice President, Director of Operations

Attachment: Hourly Rates

**REES ASSOCIATES, INC.
STANDARD HOURLY RATE SCHEDULE**

CLASSIFICATION	STANDARD RATES (PER HOUR)
Office Director/President/Architect VIII	\$200.00
Architect VII	\$190.00
Architect VI	\$145.00
Architect V	\$125.00
Architect IV	\$120.00
Architect III	\$90.00
Architect II	\$70.00
Architect I	\$65.00
Interior Design V	\$190.00
Interior Design IV	\$160.00
Interior Design III	\$130.00
Interior Design II	\$100.00
Interior Design I	\$75.00
Spec. Coordinator II	\$95.00
Spec. Coordinator I	\$80.00
IT Specialist II	\$95.00
IT Specialist I	\$80.00

Int.

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User Notes:

11

(1446325076)

MEP SYSTEMS DESIGN & ENGINEERING, INC
918 DRAGON ST
DALLAS, TEXAS 75207
PHONE 214 915 0929
FAX 214 915 0918

August 12, 2016

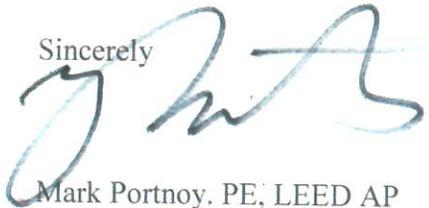
Mr. Mike Sparkman
REES Architecture
1025 N. Stemmons Freeway #737
Dallas, TX 75207

RE: Chester Ditto Golf Course Clubhouse

Mike:

The fee to bring drawings to 75% due to the new redesign of clubhouse square foot reduction is \$5400.00

Sincerely



Mark Portnoy, PE, LEED AP



Schrickel, Rollins and Associates, Inc.
Landscape Architecture · Civil Engineering · Planning

Victor W. Baxter, RLA
Joseph E. Bradley, PE
Kristi K. Chavarria
J. Spencer Freeman, RLA
Delbert W. Hirst, RLA
Sanford P. LaHue, Jr., PE
Henry L. Parker, RLA
Jeff S. Puskos, Jr., PE
Christian Schnitger, PE
Larry Stone, PE
Janna L. Tidwell, RLA, LEED AP
James R. Williams, RLA
Clint T. Wofford, RLA

August 12, 2016

Mr. Mike Sparkman, AIA
Rees Architects
1025 N. Stemmons Freeway, Suite 737
Dallas, Texas 75207

RE: Additional services

Kent E. Besley, RLA of counsel
Albert W. Rollins, PE of counsel
Gene Schrickel (1927-2005)

Dear Mr. Sparkman:

As requested, we are providing the following professional services proposal for the revisions to the Ditto Golf Course Improvements project. Revisions shall include the redesign of the site to accommodate the new clubhouse building footprint and to delete approximately 50 parking spaces.

Compensation for the professional services outlined herein will be a lump sum amount of \$7,500.00.

If you have any questions regarding this proposal, please contact me at your earliest convenience.

Sincerely,

SCHRICKEL, ROLLINS AND ASSOCIATES, INC.

Henry Parker, RLA
Associate

Accepted/Approved By:

Signature: _____
Printed Name & Title: _____
Date: _____



Staff Report

Tarrant County College Services Agreement; Providing curriculum and training for EMT and Advanced EMT

City Council Meeting Date: 09-06-16 | Action Being Considered: Minute Order

RECOMMENDATION

Authorizing the City Manager or his designee to execute a Services Agreement with Tarrant County College District Northeast Campus of Fort Worth, Texas to provide curriculum and training for Emergency Medical Technician and Advanced Emergency Medical Technician in the amount of \$31,790 for up to 10 students, additionally if the class size exceeds 10 students, a charge of \$3,179 for each Emergency Medical Technician trainee and \$1,937 for each Advanced Emergency Medical Technician trainee will be paid for each student over the original 10. Funding is available in Liquidated Damages Account No. 790201-61002.

PRIOR BOARD OR COUNCIL ACTION

On August 19, 2014, City Council approved Minute Order MO#08192014-008 authorizing the execution of an 11 month Services Agreement to provide curriculum and training for Emergency Medical Technician and Advanced Emergency Medical Technician. The contract was in the amount of \$31,790 for the training.

On September 15, 2015, City Council approved Minute Order MO#09152015-015 authorizing the execution of an 11 month Services Agreement to provide curriculum and training for Emergency Medical Technician and Advanced Emergency Medical Technician. The contract was in the amount of \$31,790 for the training.

ANALYSIS

The Arlington Fire Department requires all sworn members to hold a minimum Emergency Medical Technician-Intermediate (EMT-I), or as it is titled now, Advanced Emergency Medical Technician (AEMT) certification. The Agreement with Tarrant County College will provide the necessary curriculum and training for fire department new hires to achieve this certification. The curriculum is divided into two educational sections. Students will first complete the 216 hour Emergency Medical Technician (EMT) course. Upon successful completion of the EMT course, students will complete the 164 hour Advanced Emergency Medical Technician (AEMT) course. Total course time is approximately 380 hours.

FINANCIAL IMPACT

Funding is available in Liquidated Damages Account No. 790201-61002.

FY 2017
\$31,790

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Don Crowson
Fire Chief
817-459-5501
don.crowson@arlingtontx.gov

David Stapp
Assistant Fire Chief
817-459-5503
david.stapp@arlingtontx.gov

SERVICES AGREEMENT

This agreement is made by and between the City of Arlington a municipal corporation acting through its City Manager or designee (the "City") and Tarrant County College District (hereinafter "College").

- A. Services:** The College agrees to perform certain services necessary for the training for the Emergency Medical Technician and Advanced Emergency Medical Technician for the City's Fire Department.
- B. Relationship:** College'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 Consultant or City under this Contract shall be construed as changing that status. Consultant 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, contractors, subcontractors and the doctrine of respondent superior shall not apply as between City and Consultant, its officers, agents, employees, contractors and subcontractors and nothing herein shall be construed as creating a partnership or joint enterprise between City and Consultant.
- C. Duties of College:** TARRANT COUNTY COLLEGE DISTRICT will provide the following instructional services:

 - 1. Curriculum and training for the Emergency Medical Technician and Advanced Emergency Medical Technician from October 1, 2016 to August 31, 2017. Class dates, time and subject matter will be jointly decided by College, EMS instructional personnel and a designated representative of

City. The intent of the training schedule will be to enable a student to receive 216 hours of EMT training and/or 380 hours of AEMT training. Agreement on the matters shall not be unreasonably denied by any of the parties.

2. Assigned course materials for all enrolled students; including textbooks, laboratory supplies, and identification badges.
3. Course admission, student registration, record keeping, and course administration.
4. Qualified and experienced instructors for the Classes as required by state law for certification.
5. A permanent record of the student's participation in these courses which will be made available in transcript format upon student's request.
6. Training equipment and supplies as needed to cover the required laboratory aspects of the courses.

D. DUTIES OF CITY: CITY will provide:

1. An enrollment of at minimum 10 students. Additional students will incur additional charges above the proposed cost.
2. A reasonably distraction free space conducive to learning. Audiovisual equipment to include: chalkboard, data projector, overhead projector, screen, slide projector, and video tape player with color monitor, if requested.
3. Student's costs such as uniforms, drug/background screen, health & immunization, Certification application will be handled by City.

E. General Duties:

1. All students must register for each session and must be eligible for admission at TCC to receive credit.

2. Employee schedules should be pre-arranged so as to permit regular class attendance. Drop-ins and dropouts can prove to be disruptive to the other students and the instructors.
3. In the event of major incident, unforeseen heavy call loads, or severe weather that may necessitate cancellation or alterations of class meetings, rescheduling will be made as soon as possible at a time mutually agreeable to City and College.
4. In order for College to offer Continuing Education Units to employees of Arlington Fire Department, the College must comply with its internal policies and regulations, the rules and guidelines of the Southern Association of Colleges and Schools Commission on Colleges, Texas Higher Education Coordinating Board, and the State of Texas. In the matters of curriculum and instruction, the College must be able to demonstrate it is in control of the curriculum and the instructor with "control" taken to mean the College must have the authority to establish the curriculum, to approve/disapprove any instructor(s) and to cause an instructor to be removed from the teaching and learning environment. Signature of the undersigned indicates the agreement with and acceptance of these requirements.

F. Compensation: As full compensation for the College's services performed hereunder, the City shall pay the Consultant the fixed amount of \$31,790.00. The cost for each additional student for EMT and AEMT will be \$3,179. The cost for each additional student for AEMT only is \$1,937.

G. Method of Payment: The City shall pay the College 30 days from receipt of invoice.

H. Term: The term of this agreement shall commence on October 1, 2016, and shall continue until August 31, 2017.

I. Termination: This agreement may be terminated (a) by either party at any time for failure of the other

party to comply with the terms and conditions of this agreement; (b) by either party without cause or penalty upon 30 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the College shall stop work immediately and shall be entitled to compensation for fees to the date of termination and for any work necessitated by that termination. If at time of notice of termination there is an uncompleted course then the College will complete that course and be paid as scheduled.

- J. Indemnity:** COLLEGE undertakes and agrees to the extent allowed by law to defend, indemnify and hold harmless CITY and any and all of their Boards, commissions, officers, agents, representatives, employees, volunteers and elected or appointed officials from and against any and all suits and causes of action, claims, charges, costs, damages, demands, expenses (including, but not limited to, Attorney's fees and cost of litigation), judgments, civil fines and penalties, liabilities or losses of any kind or nature whatsoever, for death, bodily injury or personal injury to any person, including COLLEGE's employees and agents or damage or destruction to any property of either party hereto or third persons in any manner arising by reason of or incident in the performance of this Contract occasioned by any error, omission or negligent act on the part of COLLEGE or COLLEGE's officers, agents, employees or subcontractors of any tier.
- K. Equal Employment Opportunity:** COLLEGE shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, and national origin, place of birth or disability. COLLEGE shall take affirmative 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, and 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.

L. Conflict of Interest: COLLEGE covenants and agrees that COLLEGE and its associates and employees 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 CONSULTANT pursuant to this Contract will be conducted by employees, associates or subcontractors of CONSULTANT.

M. Notices: All notices and communications under this Contract to be mailed or delivered to CITY shall be sent to the address of CITY's agent as follows, unless and until CONSULTANT is otherwise notified:

City of Arlington
Post Office Box 90231
Arlington, Texas 76004-3231
Attention:

Notices and communications to be mailed or delivered to CONSULTANT shall be sent to the address of CONSULTANT as follows, unless and until CITY is otherwise notified:

Tarrant County College
Community & Industry Education Services
NE Campus
828 W. Harwood Road
Hurst TX 76054
Attention: Brenna Sanders, NADM 1202A

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted by the sending party.

N. Miscellaneous:

1. The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
2. Neither this agreement nor any rights or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the City.

3. This agreement shall be modified only by written agreement duly executed by the City and the Consultant.
4. Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
5. This agreement shall be governed by and constructed in accordance with the laws of the State of Texas and venue of any litigation or claim shall be Tarrant County, Texas.
6. All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

Wherefore, the parties have entered into this agreement as of the later of the dates stated below.

Approved:

Dated: _____, 2016

Tarrant County College

**Mr. Jerry Zumwalt, Vice President of Community & Industry
Education Services, NE Campus**

Dr. Allen Goben, President, NE Campus

Dated: _____, 2016

City of Arlington

Signature and Title

Attest:

Mary W. Supino, City Secretary

Approved as to form:

Teris Solis, City Attorney

Staff Report



Zoning Case PD16-3 (RaceTrac)	
City Council Meeting Date: 9-6-16	Document Being Considered: Ordinance

RECOMMENDATION

Approve an ordinance changing the zoning classification on certain property known as 1211 West Harris Road, generally located north of West Harris Road and east of South Cooper Street from Residential Estate (RE) and Light Industrial (LI) to Planned Development (PD) for limited Community Commercial (CC) uses plus a package liquor store, 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.

On August 23, 2016, City Council voted to approve zoning Case PD16-3, as originally noticed for the entire 4.166 acres of the property by a vote of 9-0-0, with the following stipulation;

- The required masonry wall separating the RaceTrac Property and the Carroll Property must meet Carroll Family Investments standards, such standards to be agreed upon between Carroll Family Investments and RaceTrac prior to the second reading of the ordinance.

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 Letters from the Applicant (2 pages)
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	Kevin Charles Senior Planner Community Development and Planning 817-459-6515 Kevin.Charles@arlingtontx.gov
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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, publication; and 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 ROAD 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

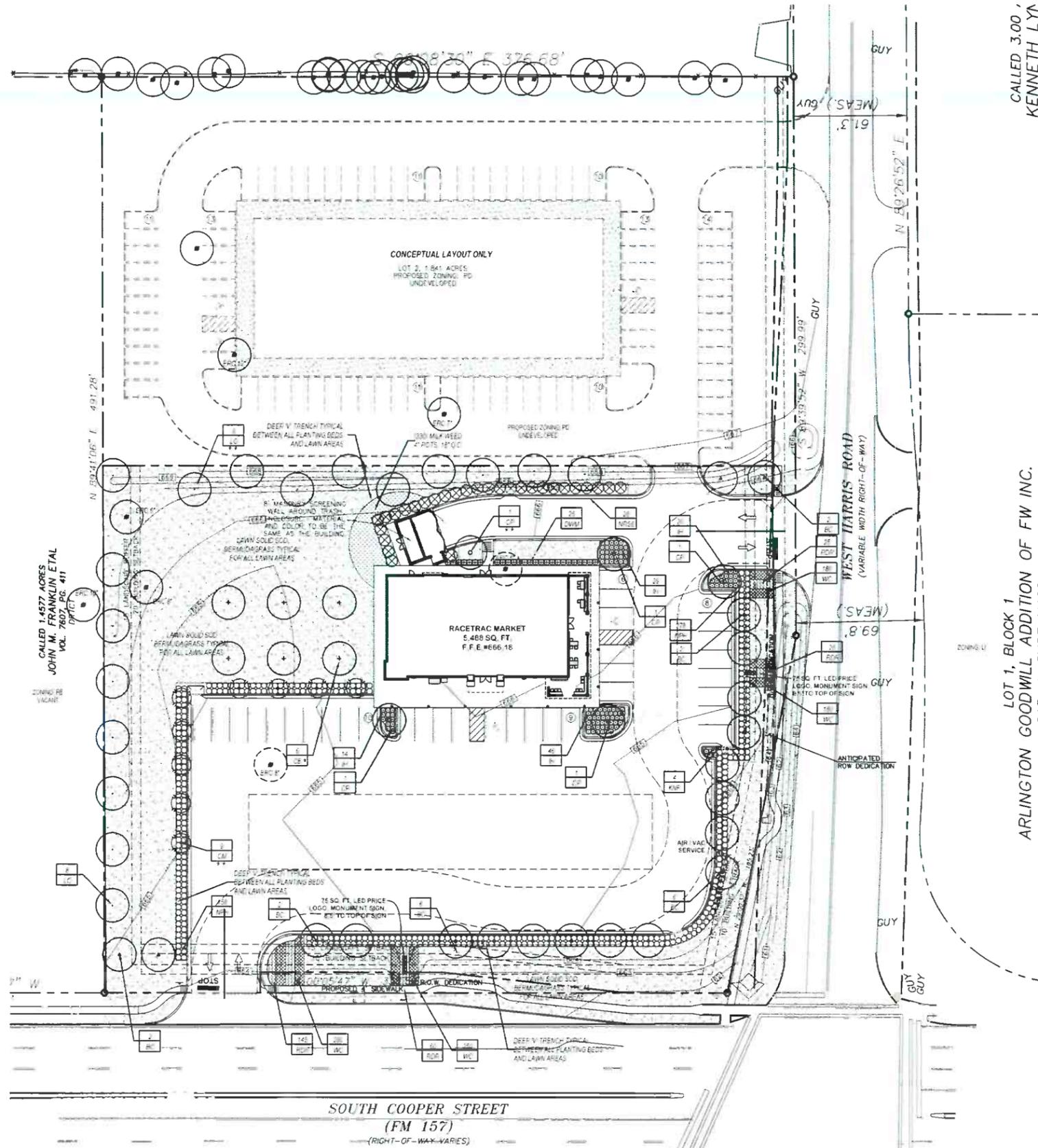
EXHIBIT "B"

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. The development of the eastern portion of the lot shall be consistent in design to the standards set forth in this ordinance.
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. A masonry wall separating the RaceTrac Property and the Carroll Property shall be constructed in accordance with an agreement executed between Carroll Family Investments and RaceTrac.
12. 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.



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 in a minimum of 1" loose final grade. Contractor to coordinate operations with on-site Construction Manager.
4. Imported topsoil shall be natural, friable soil from the region known as bottom and 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 developed.

LANDSCAPE NOTES

1. Contractor shall verify all existing and proposed site elements and notify Architect of any discrepancies. Survey data of existing conditions was supplied 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 Bismutholite, unless otherwise noted on the drawings.

MAINTENANCE NOTES

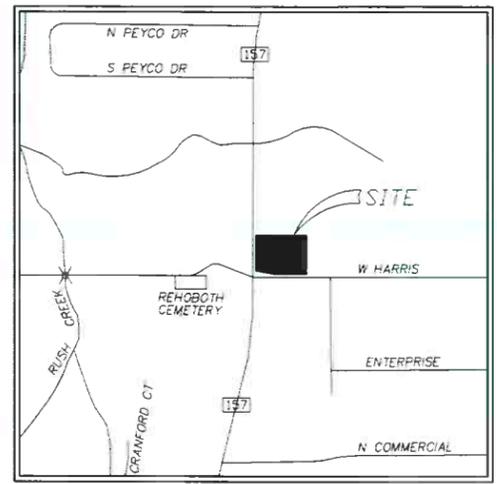
1. The Owner, tenant and their agents if any shall be jointly and severally responsible for the maintenance of all landscape.
2. All landscape shall be maintained in annual and ordinary manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding and other such activities 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 to be replaced with plant material of equal or better value.
6. Contractor shall provide separate bid schedule for one year's maintenance to begin after final acceptance.

SOLID SOD NOTES

1. Fine grade areas to achieve final contours indicated. Leave areas to receive topsoil 12" below final surface 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 in a minimum of 1" loose final 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 soil and mulching. Topsoil shall be 12" deep with 1/2" topsoil.
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 in good, 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

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	Live Oak	Quercus virginiana	4' cal.	container grown 14" h, 4-5' spread min, matching	
9	CM	Creole Myrtle (Dotted Red)	Laguncularia racemosa 'Dotted 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 Dill Rose	Rosa sp. 'Red Dill'	1' gal.	container 18" diam, 18" cal.	
438	NPH	Needlepoint Holly	Ilex cornuta 'Needlepoint'	5' gal.	container 18" diam, 24" h, min 30" cal.	
28	NRSR	Nellee H. Silverleaf Holly	Ilex sp. 'Nellee H. Silverleaf'	6" h.	container 18" diam	
139	HF	Holly-Hawthorn 'Chart'	Raphanostyle indica 'Chart'	5' gal.	container 18" diam, 20" spread, 24" cal.	
4	KHR	Double Knockout Rose	Rosa sp. 'Double Knockout'	3' gal.	container 18" diam, 20" cal.	
20	DWM	Dwarf Weigela 'Doris Duff'	Maackelia grandiflora 'Doris Duff'	5' gal.	container 18" diam, 30" cal.	

GROUNDCOVERS	QTY	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
896	WC	Wintercreeper Common Dierisgrass	Elymus lodovicianus	4' pos.	container 10-12" square, 12" cal.	

NOTE: Plant list is an aid to bidders 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.
South Cooper Street (170' x 170')	11 trees 2" cal. or 10 trees 4" cal.	11 trees 2" cal.
West Harris Road (162.0' x 162.0')	11 trees 2" cal. or 10 trees 4" cal.	11 trees 2" cal.
South Cooper Street (170' x 170')	11 trees 2" cal. or 10 trees 4" cal.	11 trees 2" cal.

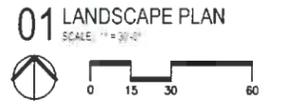
PARKING LOT	REQUIREMENTS	PROVIDED
17,000 sq ft	11 trees 2" cal. or 10 trees 4" cal.	11 trees 2" cal.

EXCESS PARKING	REQUIREMENTS	PROVIDED
17,000 sq ft	11 trees 2" cal. or 10 trees 4" cal.	11 trees 2" cal.

SITE DATA TABLE	
LAND AREA	1.4577 ACRES
IMPERVIOUS AREA	41,800 SF = 0.95 AC
PERMEABLE AREA	12,100 SF
IMPERVIOUS AREA	12,100 SF
PERMEABLE AREA	12,100 SF
TOTAL IMPERVIOUS AREA	53,900 SF = 1.23 AC
TOTAL PERMEABLE AREA	12,100 SF = 0.28 AC
TOTAL AREA	66,000 SF = 1.51 AC



smr
 LANDSCAPE ARCHITECTS, INC.
 1708 N. GUYTON
 DALLAS, TEXAS 75208
 TEL: 214-871-1000
 FAX: 214-871-1040
 EMAIL: smr@smr.com



THE BOUSQUET GROUP, INC.
 501 S. CARROLL BLVD.
 SUITE 200
 DALLAS, TX 75201
 940.505.0068
 940.505.0068
 Texas Firm No. F-8942

THE BOUSQUET GROUP, INC.
 REGISTERED PROFESSIONAL LANDSCAPE ARCHITECT
 STATE OF TEXAS

THESE PLANS ARE FOR THE EXCLUSIVE USE OF THE CLIENT. ANY USE OF SAME WITHOUT THE WRITTEN PERMISSION OF THE BOUSQUET GROUP, 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

DATE	VERSION
July 11, 2016	1

DATE: July 11, 2016
 SCALE: 1" = 30'-0"
 DRAWN-BY: BDA
 DRAWING NAME: Landscape Plan
L-1.1
 SHEET NO. VERSION

ISSUE/REVISION RECORD

DATE	DESCRIPTION
4/06/16	SUBMITTED

RaceTrac

RACETRAC PETROLEUM, INC.
3225 CUMBERLAND BOULEVARD
SUITE 106
ATLANTA, GEORGIA 30329
(770) 431-7800

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) INDICATE THE PROTOTYPE SERIES SET DATED ABOVE. THE LISTED SPB REPRESENTS THE LATEST MODIFICATION INCORPORATED TO THIS PROTOTYPE SERIES SET AT ORIGINAL RELEASE. THE ISSUE REVISION RECORDS LISTED 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

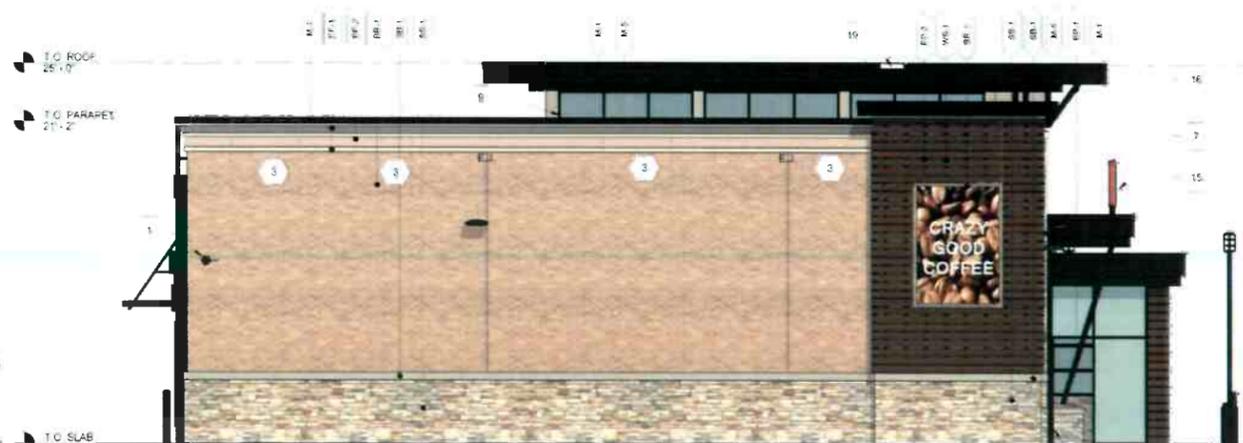
NOT FOR CONSTRUCTION



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%

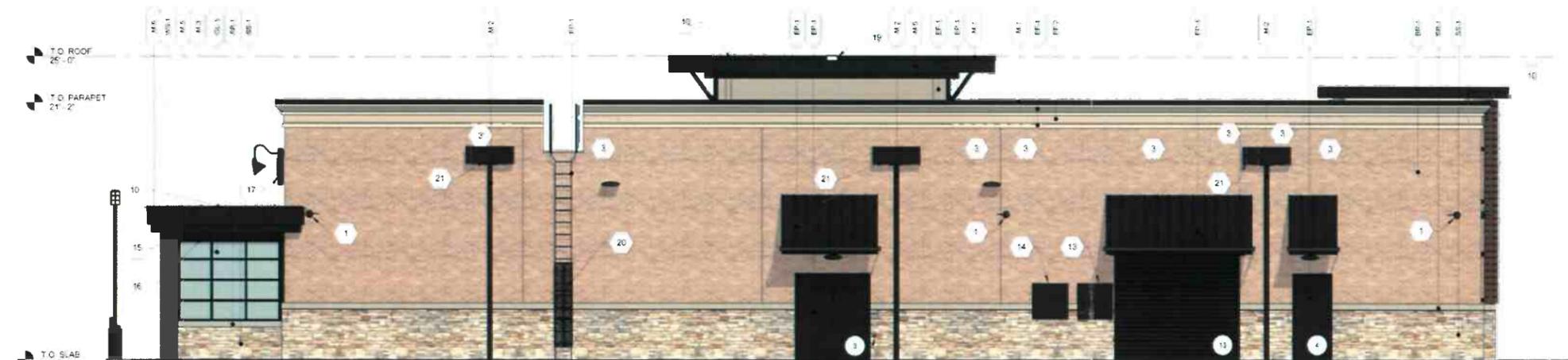
ELEVATION	SIGNAGE	DIMENSIONS	AREA
FRONT	RT PARALLELLOGRAM	17'-6" X 3'-0"	40 SF
	BANNER	7'-8" X 5'-6"	42 SF
LEFT	BANNER	7'-8" X 5'-6"	42 SF
RIGHT	RT PARALLELLOGRAM	17'-6" X 3'-0"	40 SF

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. DURALAST 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

AWNING	ALUMINUM AWNING	SELECTED BY RACETRAC
AW-1		
BRICK	LAREDO BRICK	MORTAR COLOR 'LIGHT BUFF'
BR-1		
CAST STONE		
CS-1	MATCH BORAL TUSCAN LITTEL CHAMPAGNE	COLOR 1102 NATURAL STONE, MORTAR COLOR 'LIGHT BUFF'
CS-2		
CS-3		
CS-4		
CS-5		
CS-6		
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CS-99		
CS-100		



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	21%
BRICK	965	40%
EFS	147	6%
GLAZING	648	27%
METAL	222	9%
WOOD	220	9%

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



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



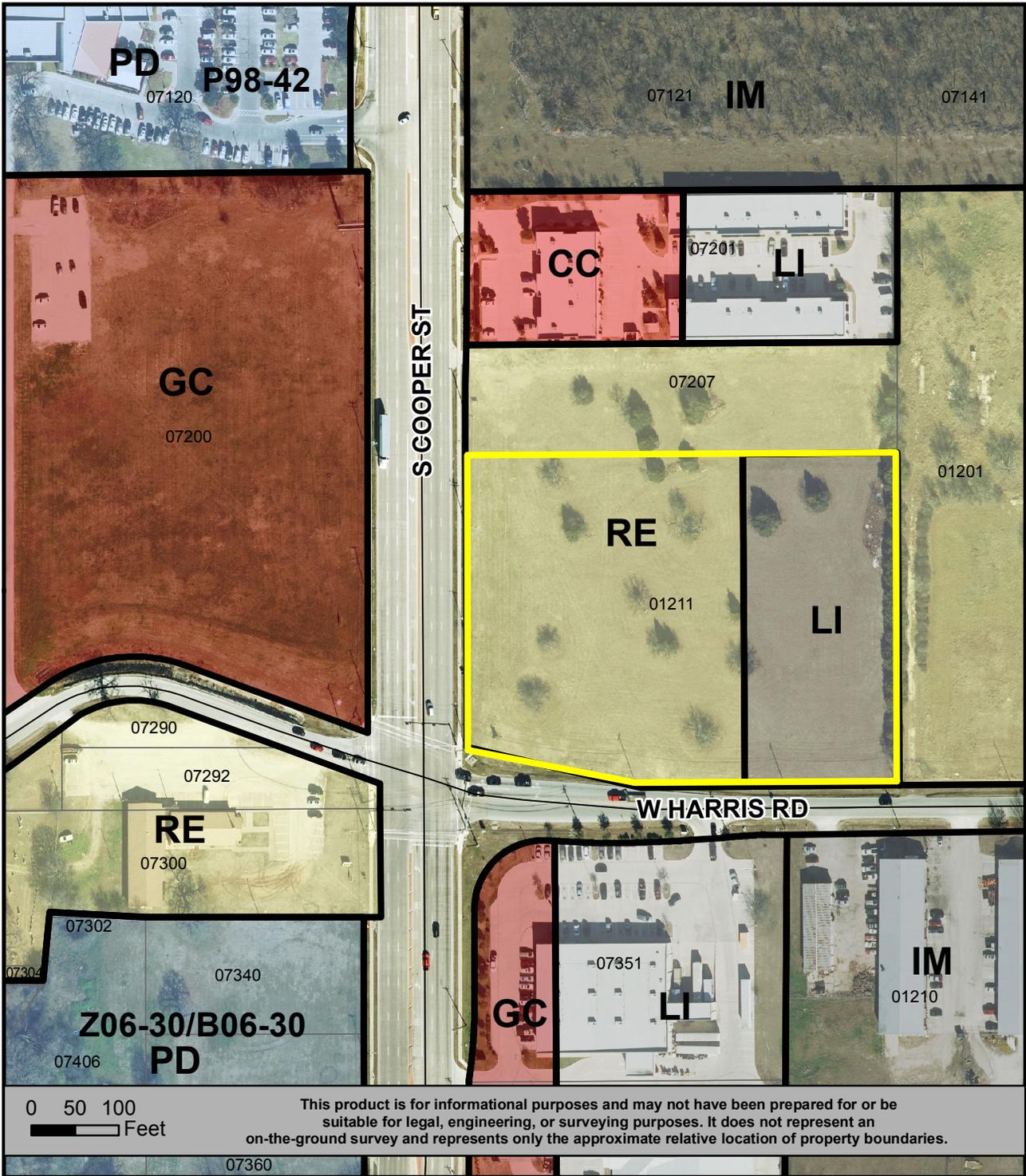
Allowable Uses: PLANNED DEVELOPMENT (PD) FOR LIMITED COMMUNITY COMMERCIAL (CC) USES PLUS PACKAGE LIQUOR STORE

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

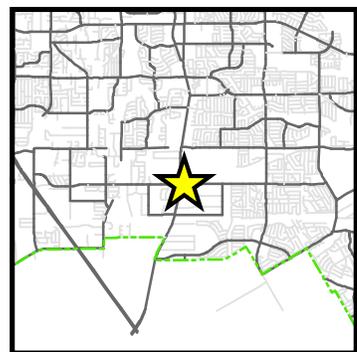
Conditions (C) – Kennel/commercial, Veterinary clinic, Motor vehicle rental, Bank or Financial institution, Restaurant with drive-through, Sidewalk café, Hotel/full service, Skating rink, Teen club, Theatre indoor, Building and landscaping materials and lumber sales, Nursery/garden shop or plant sales, 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



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

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 certain prohibited uses, including self-storage, and 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

direct dial: 214.745.5693
lhoffmann@winstead.com

August 23, 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/ Agenda Item XI.A.1.

Dear Ms. Pruitt:

The purpose of this letter is to clarify for the record a remaining detail of this request. Specifically, RaceTrac intends for a masonry screening wall to be located between a portion of the property on which its proposed store will be located ("RaceTrac Property") and the additional property that is subject to this request ("Carroll Property"). If this zoning request is approved by the City Council, the Carroll Property will continue to be owned by Carroll Family Investments after RaceTrac's purchase of its tract.

RaceTrac and Carroll Family Investments intend to complete an agreement to address specific details of the masonry wall and its funding. Thus, RaceTrac has agreed with Carroll Family Investments to offer the below understanding for the City Council's consideration:

The required masonry wall separating the RaceTrac Property and Carroll Property must meet Carroll Family Investments standards, such standards to be agreed upon between Carroll Family Investments and RaceTrac prior to the second reading of the ordinance. If no agreement is reached prior to the second reading, Carroll Family Investments, as current property owner, would ask council to deny the zoning change.

While RaceTrac and Carroll Family Investments do not anticipate significant issues in reaching the private agreement, we feel it is appropriate to relay this understanding for the record. We likewise intend to make note of it in this evening's public hearing.

RECEIVED-BI
16 AUG 23 PM 3:41

Sincerely,



Laura Hoffmann

Staff Report



Specific Use Permit SUP16-1 (St. Andrew's Methodist Child Care Facility)	
---	--

City Council Meeting Date: 9-6-16	Document Being Considered: Ordinance
-----------------------------------	--------------------------------------

RECOMMENDATION

Approve an ordinance adopting Specific Use Permit SUP16-1 for a day care center on property addressed at 2045 Southeast Green Oaks Boulevard, and generally located north of Southeast Green Oaks Boulevard and east of New York Avenue, zoned Residential Single-Family 7.2 (RS-7.2) and Residential Single-Family 5 (RS-5).

PRIOR BOARD OR COUNCIL ACTION

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.

On August 3, 2016, the Planning and Zoning Commission recommended approval of SUP16-1 by a vote of 7-0-1.

On August 23, 2016, City Council approved first reading of SUP16-1, by a vote of 9-0-0.

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:

	Required per SLP92-03 and Revisions	Existing	Proposed
Landscape Setback			
Trees in Setback	9, 3" caliper Cedar Elms and Live Oaks	6 trees remaining	Replace missing 3, 3" caliper trees
Landscape Buffer			
Trees in Buffer	9, 3" caliper Cedar Elms	3 trees remaining	Replace missing 6, 3" caliper trees
Parking Lot Screening			
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

STAFF CONTACTS

Jennifer Pruitt, AICP, LEED AP
Development Planning Manager
Community Development and Planning
817-459-6138
Jennifer.Pruitt@arlingtontx.gov

Bryan Isham
Planner
Community Development and Planning
817-459-6654
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 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 _____

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 described 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



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 (≤ 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 (≥ 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 ≤ 75 ft., Stealth towers ≤ 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 (≤ 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 (≥ 7 residents), Philanthropic institution (other than listed), Bed and breakfast inn, Country club, Marina, Airport or landing field, Gas well, Telecommunication Facilities Towers ≤ 75 ft., Stealth towers ≤ 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,

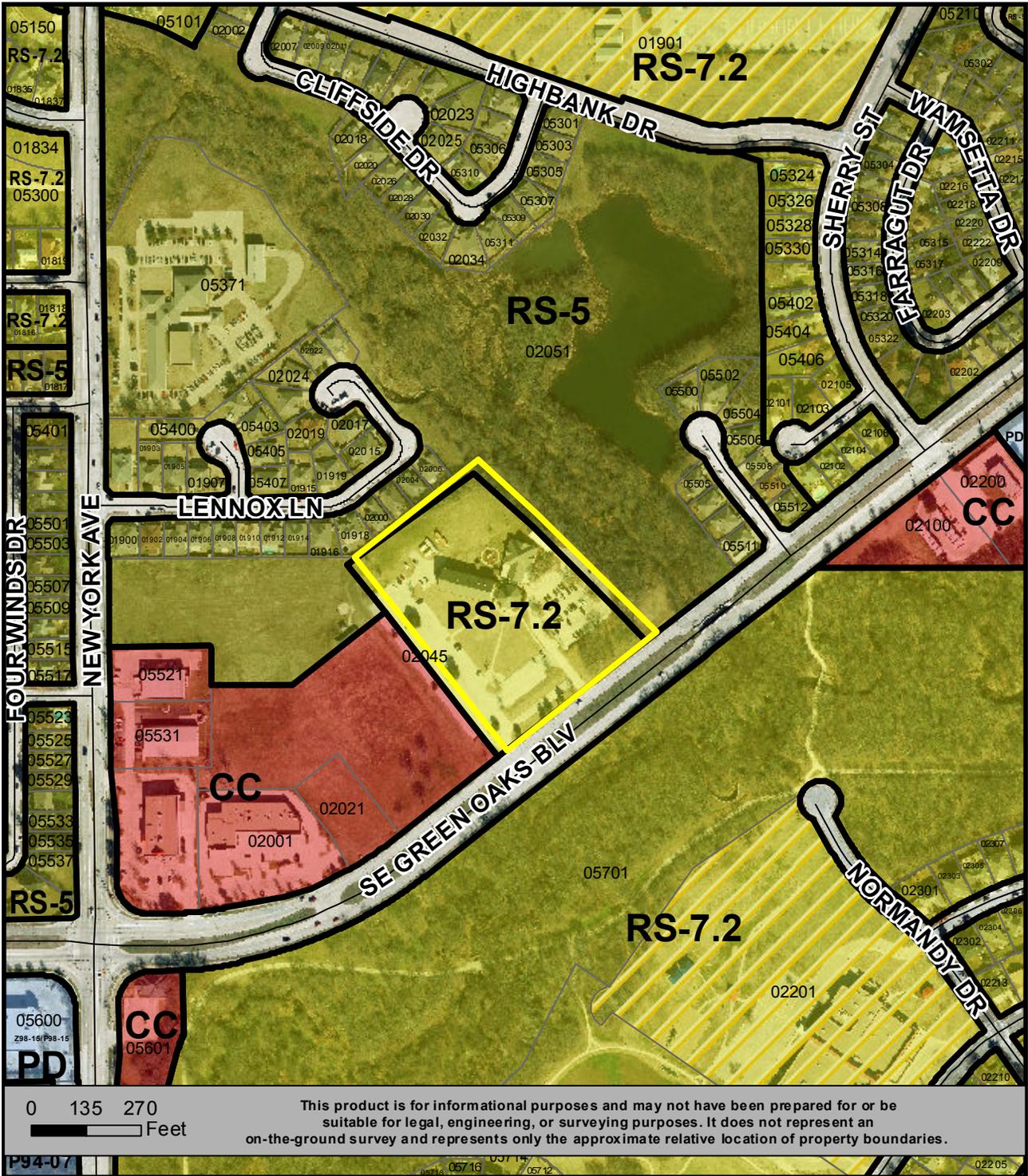
Itemized Allowable Uses



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.

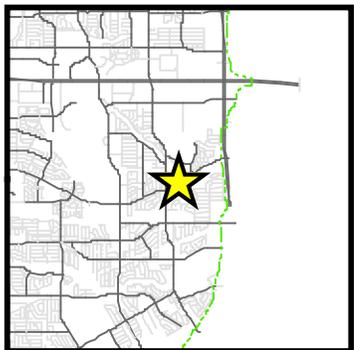
Specific Use Permit (SUP) – Halfway House, Hospital/psychiatric, Alternative Financial Institution, Hotel/limited service, Residence hotel, Bail bond service, Banquet hall, Billiard parlor, Tattoo parlor, Bowling alley, Bingo hall, Gun range, Night club, Recreation general outdoor (other than listed), 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.



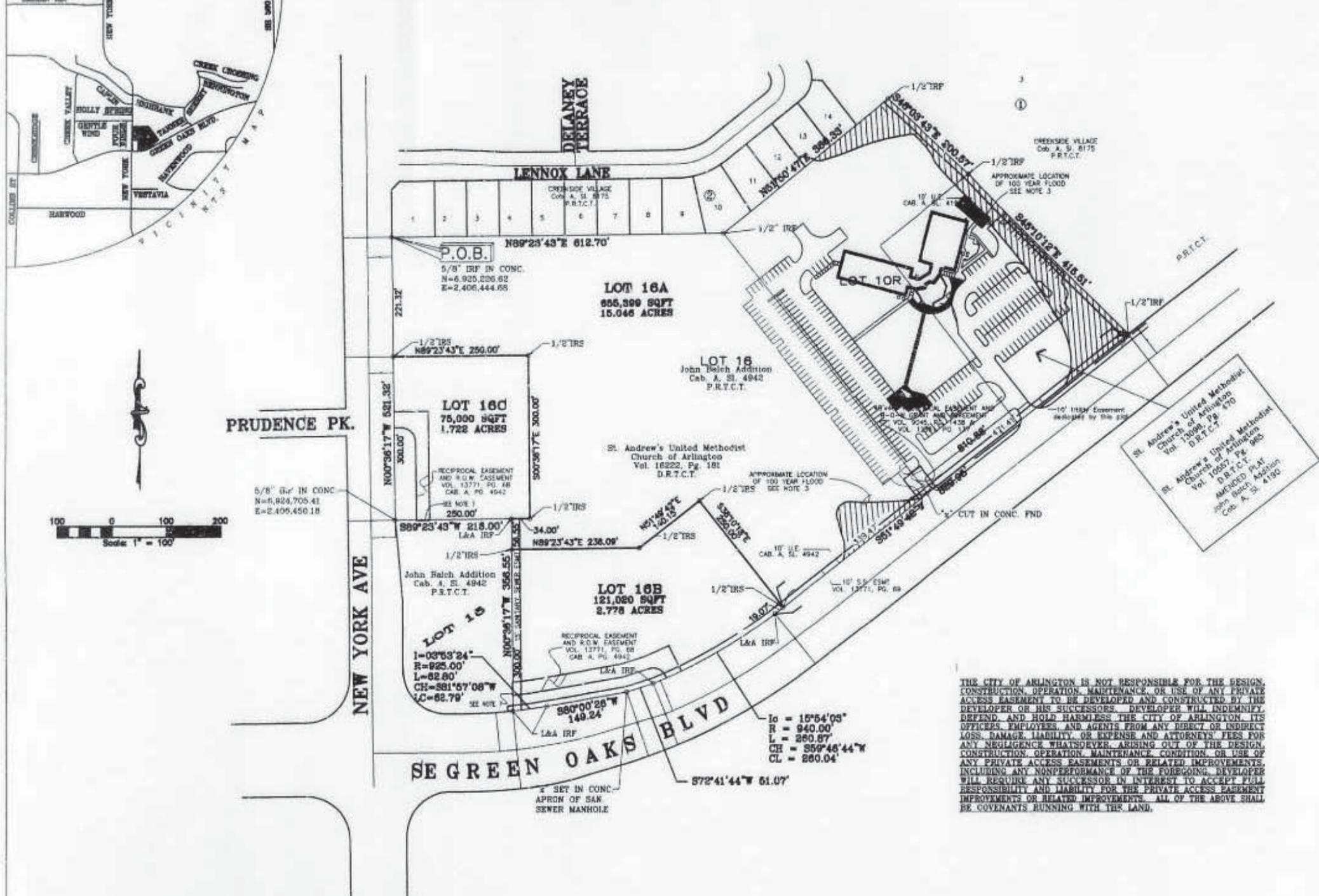
View of subject site. View east.



View of south towards Fish Creek Linear Park.



View of west towards adjacent commercial development.



COUNTY OF TARRANT
 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. Cahard, Chairman of Trustees

STATE OF TEXAS

Before me, the undersigned authority, on this day personally appeared William M. Cahard, 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.

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 _____

May 5, 2003

#03013P

INSPECTOR'S COPY

Staff Report



Ambulance Contract Renewal and Modification	
City Council Meeting Date: 09-06-16	Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution authorizing the execution of a Contract Renewal and Modification with American Medical Response Ambulance Service, Inc. d/b/a American Medical Response (AMR) relative to ambulance service.

PRIOR BOARD OR COUNCIL ACTION

On August 5, 2008, City Council approved Resolution 08-281 authorizing a contract for ambulance service between the City and American Medical Response, from October 1, 2008, to September 30, 2013.

On June 4, 2013, City Council approved Resolution 13-120 authorizing a contract extension and amending some contract requirements.

ANALYSIS

The ambulance contract includes provisions for two earned extensions, the first for a period of up to three years, which began October 1, 2013; and the second, for a period of up to two years, which, if granted, will begin October 1, 2016, after which the contract will conclude. The contractor's qualification for the second earned extension has been evaluated during the period October 1, 2014, through September 30, 2016 as required in the contract.

The contract specifies that the Contractor's performance regarding the following criteria will determine eligibility for the extension:

1. Compliance with contract requirements, as determined by the Fire Chief. The Fire Chief has determined that AMR's performance has satisfactorily been within contractually mandated standards. Identified improvement issues have been satisfactorily corrected.
2. Financial performance that meets or exceeds Contract expectations. City staff and the City's independent ambulance consultant have evaluated AMR's financial performance at regular intervals since onset of the contract, and have consistently found amounts charged by AMR to have been within constraints allowed by the contract.
3. A favorable rating by the Arlington EMS Medical Director. The EPAB Medical Director, Cynthia Simmons, M.D., has stated that she is satisfied with AMR's performance.
4. A favorable customer service rating based on mandatory customer surveys. Surveys completed by EMS users and received by the Fire Department have revealed little dissatisfaction with AMR's service.
5. Any other information the City deems useful.

Granting this extension will change the ending date of the ambulance contract from September 30, 2016, to September 30, 2018.

FINANCIAL IMPACT

There is no financial impact to the general fund. The ambulance contract is wholly supported by user fees.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Don Crowson	David Stapp
Fire Chief	Assistant Chief
817-459-5501	817-459-5503
don.crowson@arlingtontx.gov	david.stapp@arlingtontx.gov

Resolution No. _____

A resolution authorizing the execution of a Contract Renewal and Modification with American Medical Response Ambulance Service, Inc. d/b/a American Medical Response relative to ambulance service

WHEREAS, the City and American Medical Response Ambulance Service, Inc. d/b/a American Medical Response (AMR) entered into an ambulance services contract effective October 1, 2008 as approved by the City Council by Resolution No. 08-281 on August 5, 2008; and

WHEREAS, the City and AMR amended the contract on June 23, 2009 through MO-06232009-003 (Contract) to modify the response time requirements and certain other provisions; and

WHEREAS, the Contract gave the City the option to renew the Contract for up to five additional years provided that AMR meets or exceeds the requirements and complies with the procedures set out in the Contract; and

WHEREAS, on June 4, 2013, City Council approved Resolution No. 13-120 authorizing a contract extension for three years and amending some contract requirements; and

WHEREAS, the City desires to renew the Contract for the final two years allowed by the original contract and modify certain terms and conditions; and

WHEREAS, the City Council finds that it serves a public purpose to renew the contract and modify certain terms of the Contract; **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 Contract Renewal and Modification with American Medical Response Ambulance Service, Inc. d/b/a American Medical Response relative to ambulance service. The Renewal and

Modification provides for renewal of the Contract for two years with the term of the Contract ending on September 30, 2018.

III.

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

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

W. JEFF WILLIAMS, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY Eddie Martin

THE STATE OF TEXAS
COUNTY OF TARRANT

§
§
§

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 **American Medical Response Ambulance Service, Inc. d/b/a American Medical Response**, hereafter referred to as "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, CITY and CONTRACTOR entered into an ambulance services contract effective October 1, 2008 as approved by the City Council by resolution No. 08-281 on August 5, 2008; and

WHEREAS, CITY and CONTRACTOR modified contract on June 23, 2009 through MO-06232009-003, (the contract as modified is hereafter referred to as "Contract") to modify the response time requirements and certain other provisions; NOW THEREFORE,

WHEREAS, the Contract gave CITY the option to renew the Contract for another term up to five additional years provided that CONTRACTOR meets or exceeds the requirements and complies with the procedures set out in the Contract. ; and

WHEREAS, the Contract was renewed by Res. No. 13-120 on September 4, 2013 for an additional three years and modified certain terms and conditions; and

WHEREAS, The CITY desires to renew the Contract for the final 2 years allowed by the original contract and modify certain terms and conditions; and

WHEREAS, the City Council finds that it serves a public purpose to renew the contract and modify certain terms of the Contract; NOW THEREFORE,

Except as modified herein the terms of this renewal shall be the same as the Contract of October 1, 2008 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.

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

I.

The CITY and CONTRACTOR agree to exercise its right to renew the Contract for two years with the term of the Contract ending on September 30, 2018.

II.

The contract is further modified as follows:

Section 8 of the contract is modified to read as follows:

A. Ambulance Response Definitions. For purposes of this Contract, the following definitions of types of ambulance responses shall apply:

1. Life-Threatening Emergency or Priority 1 Response: Situation determined by the call taker, in strict accordance with Medical Director approved telephone protocols, which would likely result in the loss or quality of life without immediate intervention.
2. Non-Life Threatening Emergency or Priority 2 Response: Situation determined by the call taker, in strict accordance with Medical Director approved telephone protocols, which requires immediate medical attention but would not likely result in the loss or quality of life without immediate intervention.
3. Urgent Pre-hospital or Time-sensitive Hospital Transfer or Priority 3 Response: Situation determined by the call taker, in strict accordance with Medical Director approved telephone protocols, in which there is no emergency or danger that would result in the loss or quality of life without immediate intervention but which requires transport by ambulance, or the patient is at an acute care hospital where a physician has determined that the patient's condition warrants immediate transfer to another acute care hospital.
4. Unscheduled Transfer from Approved Emergency Departments or Priority 4 Response. Situation determined by the call taker, in strict accordance with Medical Director approved telephone protocols, in which a physician in the Emergency Department of a hospital approved by the Medical Director as being capable of receiving ambulance patients has determined that the patient's condition does not warrant immediate transport to another acute care hospital; the patient is in a stable state of illness and is not acutely ill, requiring medical observation, monitoring and/or treatment during transport; and the patient is either ready for pickup when the request for service is received or will be ready with the hour after the request is received.

5. Unscheduled Transfer or Priority 5 Response. Situation determined by the call taker, in strict accordance with Medical Director approved telephone protocols, in which the patient is in a stable state of illness and is not acutely ill, requiring medical observation, monitoring and /or treatment during inter-facility transport or transport between a residence where the patient receives ongoing care and a healthcare facility, for the purpose of routine medical care or diagnostic services; and the request for service is received less than nine hours before the desired pickup time.

6. Transfer With Nine or More Hours Notice or Priority 6 Response. Situation determined by the call taker, in strict accordance with Medical Director approved telephone protocols, in which the patient is in a stable state of illness and is not acutely ill, requiring medical observation, monitoring and/or treatment during inter-facility transport or transport between a residence where the patient receives ongoing care and a healthcare facility, for the purpose of routine medical care or diagnostic services; and the request for service is received nine hours or more before the desired pickup time.

7. Standby or Priority 7 Response. Standby ambulance coverage for community events, or other special events or mass gatherings is scheduled prior to the time the ambulance is needed at the event and may be dedicated or non-dedicated. Ambulances dispatched as courtesy standby coverage for public safety personnel shall not be dispatched Priority 7.

B. Maximum Allowable Ambulance Response Time. The CONTRACTOR shall operate the ambulance service so that ambulances arrive on scene no later than:

Priorit y	Maximum Allowable Response Time (Hours, Minutes, Seconds)
1	00:08:59 after the CAD entry time
2	00:11:59 after the CAD entry time
3	00:15:59 after the CAD entry time
4	01:00:00 after the request for service is first received
5	02:00:00 after the pickup time
6	the pickup time
7	the pickup time

C. Maximum Allowable Ambulance Response Time Citywide and in each Sector.

The CONTRACTOR shall operate the ambulance service so as to achieve compliance Citywide and in each Sector for each Priority, each month.

1. Life Threatening Emergency or Priority 1 Response. On not less than ninety percent (90%) Citywide and eighty-five (85%) percent in each sector of all presumptively defined life-threatening emergency requests as determined by the dispatcher in strict accordance with Medical Director approved telephone protocols, and originating within the CITY, the CONTRACTOR shall produce an ambulance response time of eight minutes, fifty-nine seconds (539 seconds) or less.
2. Non-Life Threatening Emergency or Priority 2 Response. On not less than ninety two percent (92%) Citywide and eighty-five (85%) percent in each sector of all presumptively defined non-life threatening emergency requests, as determined by the dispatcher in strict accordance with Medical Director approved telephone protocols, and originating within the CITY, the CONTRACTOR shall produce an ambulance response time of eleven minutes, fifty-nine seconds (719 seconds) or less.

D. Maximum Allowable Ambulance Response Time Citywide.

The CONTRACTOR shall operate the ambulance service so as to achieve compliance Citywide for each Priority, each month.

1. Urgent Pre-hospital or Time-sensitive Hospital Transfer or Priority 3 Response: On not less than ninety two percent (92%) Citywide of all presumptively defined time-sensitive requests from an acute care hospital or situation determined by the dispatcher, in strict accordance with Medical Director approved telephone protocols, and originating within the CITY, the CONTRACTOR shall produce an ambulance response time of fifteen minutes, fifty-nine seconds (959 seconds) or less.
2. Unscheduled Transfer from Approved Emergency Departments or Priority 4 Response. On not less than ninety percent (90%) of all presumptively defined non-emergency transfer requests, as determined by the call taker in strict accordance with Medical Director approved telephone protocols and originating within the CITY, the CONTRACTOR shall produce an ambulance response time of sixty minutes (3600 seconds) or less. For the purpose of determining compliance with response time requirements the following method will be used. If one hundred (100) or more Priority 4 responses occur during any month, ninety percent (90%) compliance is required. However, for months in which fewer than one hundred (100) Priority 4 responses occur, compliance will be calculated using

the last one hundred (100) sequential Priority 4 responses. Should CONTRACTOR be determined to be subject to non-performance Liquidated Damages for failure to meet the ninety (90%) percent compliance requirement, the CONTRACTOR will not be subject to a second assessment of non-performance Liquidated Damages until at least twenty-five (25) additional responses have occurred. If more than one month passes before twenty-five (25) additional responses occur, and the CONTRACTOR remains out of compliance at the end of the month in which the 25th response occurred, CONTRACTOR will be considered to have incurred a second consecutive failure to meet response time compliance.

3. Transfer With Less Than Nine Hours Notice or Priority 5 Response. On not less than ninety percent (90%) of all presumptively defined Priority 5 Transfer requests, as determined by the CONTRACTOR's call taker, and in strict accordance with Medical Director approved telephone protocols for which the request for service is received less than nine hours before the desired pickup time, the CONTRACTOR shall produce an ambulance response time of one hundred twenty minutes (7200 seconds) or less.
 4. Transfer With Nine or More Hours Notice or Priority 6 Response. On not less than ninety percent (90%) of all presumptively defined Transfer With Nine or More Hours Notice or Priority 6 Transfer requests, as determined by the call taker and in strict accordance with Medical Director approved telephone protocols for which the request for service is received nine hours or more before the desired pickup time and originating within the CITY, the CONTRACTOR shall produce an ambulance response time such that the ambulance arrives on scene no later than the scheduled pickup time.
 5. Scheduled Event or Priority 7 Response. On all requests for ambulance or personnel standby services at locations within the CITY, the CONTRACTOR shall produce a response time such that the ambulance or personnel arrive on scene no later than the scheduled time.
- E. Although Citywide Priority 6 response time compliance and per response liquidated damages shall be calculated and reported separately from those of Priority 5 responses, Priority 5 and 6 responses shall be combined for the purpose of determining per response and Citywide response time compliance and non-performance liquidated damages.
- F. Equalize Ambulance Response Time Performance. No sector shall be consistently subject to substandard response time performance. CONTRACTOR will obtain not less than eighty-five percent (85%) response time compliance performance for Priority 1 and 2 (each Priority tabulated separately) responses in each of the five (5) sectors as shown on Exhibit "A" which is incorporated herein for all purposes.

For the purposes of determining compliance with response time requirements within each sector for each month, the following method will be used. For every sector within which 100 or more emergency responses originate, there will be eighty-five percent (85%) compliance required. However, for any sector within which fewer than one hundred (100) emergency responses originate in a month, compliance will be calculated using the last one hundred (100) sequential emergency responses. Should CONTRACTOR be determined to be subject to non-performance Liquidated Damages for failure to meet the eighty-five (85%) percent compliance within a sector, the CONTRACTOR will not be subject to a second assessment of non-performance Liquidated Damages until at least twenty-five (25) additional emergency responses have originated within that sector. If more than one month passes before twenty-five (25) additional responses occur, and the CONTRACTOR remains out of compliance at the end of the month in which the 25th response occurred, CONTRACTOR will be considered to have incurred a second consecutive failure to meet response time compliance. Three (3) such consecutive failures in any sector, or four (4) such nonconsecutive failures in any sector during any twelve (12) month period will be defined as a major breach.

G. Ambulance Response Time Calculations.

1. All Responses:

- a. Reportable Responses. Only requests for ambulance service to pick up any patient from any location in the CITY, and all responses made by the ambulances approved for use under this CONTRACT, regardless of originating location; shall be reported. All requests for ambulance service originating in the CITY, except the second leg of wait-and-returns and any other response(s) specifically excluded from response time requirements elsewhere in this contract, shall be included in response time calculations and be subject to Late Response Liquidated Damages. When multiple ambulances are dispatched to a single incident, the arrival time of the first ambulance to arrive shall be the on scene time used in the response time calculation for that incident, and response times of additional units shall be excluded from compliance calculations.
- b. Responses Received from Other Ambulance Providers. When an authorized ground ambulance not operated by the CONTRACTOR makes a response in the CITY at the CONTRACTOR's request, the response time of that ambulance shall be treated as if it were the CONTRACTOR's own responding ambulance. When a ground ambulance not operated by the CONTRACTOR but operated by a business unit associated with the CONTRACTOR, makes a response in the CITY, the response of that ambulance shall be treated as if it were the CONTRACTOR's own responding ambulance.

If the ambulance transmits an on scene status signal to the CITY of Arlington CAD (hereafter referred to as “CAD” or “CITY CAD”), this on scene time shall be treated as if it was transmitted by the CONTRACTOR’s own ambulance. If the ambulance arrives on scene and its crew verbally advises the Arlington dispatcher of this status but does not transmit an on scene status signal to the CAD, the dispatcher may enter the time of this status change and all other status changes thereafter communicated to the dispatcher in the CAD. This on scene time will be allowable as the on scene time if the CONTRACTOR submits a request to the CITY License Officer within three (3) business days as described in Paragraph 8.I. If the ambulance arrives on scene and does not transmit an on scene status signal to the CITY CAD and the crew has no communication with the Arlington dispatcher, upon conclusion of the response and using a recorded telephone line in the CITY of Arlington Communications Center, the CONTRACTOR shall contact the ambulance provider that supplied the response and ascertain the times of the ambulance on scene, begin transport, end transport, and call close status changes. Although these times may be entered in the CAD as miscellaneous text, they shall not be entered in CAD searchable fields because this could be an effort to include times not approved by the CITY License Officer in automated reports. Any response for which any CONTRACTOR employee enters the time of any status change involved in the compliance calculation for any ambulance in a CAD searchable field, the maximum liquidated damages for that Priority may be assessed.

Other than during an outage of the CITY CAD, including AVL or the audio recording system and is documented by the CITY Communications Center Supervisor or CONTRACTOR Dispatch Supervisor, any response for which the times necessary to determine compliance cannot be verified using the CITY’s CAD and/or audio recording system will be deemed noncompliant with response time requirements and assessed the maximum amount of liquidated damages for that Priority. Should times of status changes have been obtained via telephone during an outage of the CITY’s audio recording system, when the system again becomes operational the CONTRACTOR shall be responsible for telephoning that EMS provider and again obtaining the times.

Responses received from ambulance providers other than the CONTRACTOR’s Arlington operation and for which response times are reported to the CONTRACTOR using less than six digits (xx:xx:xx), the response time will end with fifty-nine seconds (xx:xx:59). For example, if the entry time for a Priority 1 response is 13:00:10 and a mutual aid agency reports an on scene time of 13:09, the response time will begin

with 13:00:10 and end with 13:09:59 for a nine minute forty-nine second (00:09:49) response.

- c. Entry of Requests For Service in the CAD. All ambulance response requests for service received by a CONTRACTOR call taker shall be entered in the CAD within 3 minutes of call receipt. The only exceptions to this are the second legs of wait-and-returns, which shall be entered in the CAD upon conclusion of the first leg; and Scheduled Standby or Priority 7 Responses. For all other requests for service not immediately entered in the CAD the CONTRACTOR may report the occurrence within three (3) business days to the CITY License Officer along with evidence of the time and date the request was actually received by the CONTRACTOR, and evidence of any scheduled pickup, dispatch, or on scene time, and a request that this/these time(s) be the reportable time(s). If no such request is received, and the CITY License Officer is unable to determine the accurate date(s) and time(s), the response will be deemed a response time exception and the maximum liquidated damages assessed. The CITY License Officer is not required to make any effort to determine the accurate time(s).

At no time shall the CONTRATOR's dispatch personnel refuse to accept a request for service, or advise any caller requesting service to call back at a later time.

The CONTRACTOR's dispatch personnel shall not suggest or state a pickup time without first attempting to ascertain from the caller the time the patient will be ready for pickup. When the response is delayed due to the CONTRACTOR's failure, and as long as transport of the patient is desired, and even if the pickup time is amended; the response shall not be cancelled and a new response entered. Such conduct may be considered an attempt to circumvent the performance requirements of this contract and the maximum amount of liquidated damages allowed may be assessed. Once a pickup time is scheduled, should the CONTRACTOR be unable to provide service, the CONTRACTOR shall notify the caller and periodically thereafter update the caller regarding the estimated time of arrival. Should the CONTRACTOR fail to provide service causing postponement of the pickup time to the next day, the pickup time shall not be altered.

Business days, in this usage and all other usages in this CONTRACT, is defined as all days except Saturday, Sunday, and official CITY and CONTRACTOR holidays. Any period of business days begins at the conclusion of the ambulance response involved and ends before midnight

of the third day after the response concluded. For example, to amend the on scene time for a response that began and ended on a Thursday for which a change must be submitted to the License Officer within a period of three days, if Friday, Monday, Tuesday and Wednesday were not CITY holidays, the submission would be due no later than 23:59:59 Tuesday.

- d. CAD Data Entry Affecting Contract Compliance. All data affecting response time calculations must be entered in CAD searchable fields in the format(s) required by the CITY Communications Center Standard Operation Procedures, guidelines, or otherwise communicated to the CONTRACTOR. This includes, but is not necessarily limited to, status changes transmitted from responding units and all changes that affect the Priority of or compliance calculation for any response. The only exceptions to this are when:

- 1) The pickup time for a Priority 5 or 6 changes and there is no requirement that the response be cancelled and a new response entered. In such case, the new pickup time shall be entered in a CAD field that accepts miscellaneous text and the CONTRACTOR shall notify the CITY License Officer of the new pickup time change as specified in Paragraph 8.I.
- 2) Any response is provided by an authorized ground ambulance not operated by the CONTRACTOR and the crew of that ambulance does not communicate directly with the CITY Communications Center during the response.

2. Beginning of the Response Time Calculation.

- a. Priority 1, 2 and 3 Responses. For all Priority 1, 2 and 3 ambulance response requests for service, the response time calculation shall begin at the time notification of the response is documented as having arrived on the CITY's CAD terminal authorized for the CONTRACTOR dispatcher's use or time-stamped if using the manual system.

Information regarding requests for service initially received by the CONTRACTOR, including the CONTRACTOR's Transport Coordinator or another of the CONTRACTOR's business units, regardless of the Priority, shall be transmitted to the CONTRACTOR's personnel in the City of Arlington Communications Center as soon as possible, and at a time that accurately preserves the integrity of the response Priority and accurately reflects response time compliance. Because failure to enter requests for service in the CAD as soon as they are received by CONTRACTOR personnel could be an attempt to circumvent the

performance requirements of this contract, responses of which the CONTRACTOR, or any of the CONTRACTOR's business units, is aware but for which entry in the CAD is delayed, so that the integrity of the response Priority cannot definitely be determined or may not accurately reflect response time compliance, shall be considered to have exceeded the allowable response time requirement and the maximum allowable liquidated damages for that Priority shall be assessed.

- b. Priority 4 Responses. For all Priority 4 ambulance response requests for service, the response time calculation shall begin with the CAD Initiate time or time-stamped if using a manual system.
- c. Priority 5 and 6 Responses. Because the CONTRACTOR is the sole provider of ambulance services in the CITY, patients and healthcare facilities rely on the CONTRACTOR to provide timely non-emergency ambulance services. When ambulances fail to pick up non-emergency patients in a timely manner, the downstream costs incurred by these providers are enormous. Therefore, the CONTRACTOR shall have and adhere to a policy for scheduling Priority 5 and 6 responses that is considerate of the patients' and medical facilities needs, as well as those of the CONTRACTOR. The CONTRACTOR shall provide the CONTRACT ADMINISTRATOR with a copy of this policy, and receive the CONTRACT ADMINISTRATOR's approval prior to implementation. Anytime changes to this policy become necessary, CONTRACTOR must notify and receive the CONTRACT ADMINISTRATOR'S approval prior to implementing the changes.

All Priority 5 and 6 responses shall have a scheduled pickup time, which shall begin the response time calculation. The scheduled pickup time shall be the time as described below and shall not be rounded to a different time.

Pickup times for Priority 5 Responses. Before a pickup time is entered in the CAD, the CONTRACTOR's call taker shall determine, from the patient or patient's representative, the time the patient will be ready for pickup. Because callers themselves request pickup times in four digits and are satisfied with this degree of specificity, only the first four digits of pickup times need be entered in the CAD and the CAD may be allowed to automatically fill in the final two digits. However, the pickup time entered in the CAD shall not be rounded to a different time from the current time for patients ready when the request for service is received, or to a different time than that to which the caller agrees. If the patient is:

1. Ready when the request for service is received, the pickup time entered in the CAD shall be the time at that moment.
2. Ready when the request for service is received but the CONTRACTOR reasonably believes the ambulance system will be too busy for an ambulance to arrive within two hours, the CONTRACTOR may suggest an alternate pickup time that is no more than 30 minutes later than the time the request for service was received. If the caller agrees to the alternate time it may be entered in the CAD as the pickup time. If the caller does not agree to an alternate time, the pickup time shall be that which the caller requests.
3. Not ready at the time the request for service is received but will be ready within the next two hours, the CONTRACTOR may suggest an alternate pickup time that is no more than 30 minutes different from that requested by the caller. If the caller agrees to this alternate time it may be entered in the CAD as the pickup time. If the caller does not agree, the time requested by the caller shall be the pickup time.
4. Not ready at the time service is requested but will be ready at a time that is more than two hours but less than nine hours after the request for service is received, the pickup time entered in the CAD shall be the time requested by the caller.

Pickup times for Priority 6 Responses. The pickup time entered in the CAD shall be the time requested by the caller. If the pickup time changes from the time scheduled more than nine hours in advance and the new pickup time is:

1. Earlier than the previously scheduled pickup time, the CONTRACTOR shall attempt to arrive on scene at the new time but the response will not be considered late unless the ambulance arrives after the previously scheduled pickup time.
2. Less than or equal to one hour later than the previously scheduled pickup time, the reportable pickup time shall be the later time if the CONTRACTOR notifies the City License Officer of the change by submitting a request as described in Paragraph 8.I. to the City License Officer with evidence of the requested change within three business days after the response concluded.

3. More than one hour later than the previously scheduled pickup time, the response shall be cancelled and a Priority 5 response entered.
- d. Priority 7. For Priority 7 requests for standby coverage and other events to which the ambulance is dedicated, the response time calculation shall begin with the "pickup time".

When an ambulance or personnel are not dedicated to the event, because there can be no specific scheduled time by which they must arrive there is no way to determine response time compliance. Therefore, the CONTRACTOR is encouraged to provide ambulances and personnel for such events, but they must be excluded from response time compliance calculations. The time(s) ambulances or personnel are on scene at such responses are, however, eligible for inclusion in the calculation of community service hours. The CONTRACTOR shall not charge for non-dedicated standbys.

The CONTRACTOR shall develop a policy for scheduling and managing responses to requests for ambulance standbys. The CONTRACTOR shall provide the CONTRACT ADMINISTRATOR with a copy of this policy.

3. Ending of the Response Time Calculation.

- a. All Priorities. The response time calculation shall stop with transmission from the CONTRACTOR's ambulance or an authorized ground ambulance of the ambulance "arrived at staging location" or "arrived on scene" status signal to CAD. (Throughout this CONTRACT, "on scene" shall be considered to be either a staging area in close proximity to the dispatched address to which an ambulance is dispatched or chosen by the responding ambulance crew, or the address or other location of an incident to which the ambulance is dispatched.) Such transmission shall not be made until the ambulance actually arrives at the specific address or location dispatched. In the instance of apartment or business complexes, the "ambulance arrived on scene" status change shall not be transmitted until the ambulance actually arrives at the point closest to the specified apartment, business or other specific address to which it can reasonably be driven. The only situations in which the speed of zero (0) miles per hour may be deemed inapplicable are those for which the incident is not at the dispatched address and the reasonable response is for the ambulance to continue on without stopping, such as when no motor vehicle collision is found at the dispatched address on a freeway. Arrival on the scene of a First Responder unit or supervisor's vehicle shall not end the response time calculation.

No CONTRACTOR dispatcher shall enter the arrived “at staging area” or “on scene” status change unless the ambulance’s MDC is not functional and a member of the ambulance’s crew verbally directs the dispatcher to do so, or personnel on a personnel only standby advise the dispatcher, via radio or telephone on a radio channel or telephone line recorded by the CITY communications center, that they have arrived at the event. Each on scene status change thus entered by a CONTRACTOR dispatcher shall be submitted to the CITY License Officer according to the process specified in paragraph 8.I.

If the CAD “at staging area” or “on scene” time stamp transmitted from the ambulance is nonexistent, or the CONTRACTOR believes it to be inaccurate; or any other data necessary to accurately determine the Priority and/or compliance with CONTRACT requirements is inaccurate, missing from the CAD, is not in a correct format in the CAD, or is errant in any other way, the CONTRACTOR shall notify the CITY License Officer within three (3) business days and submit, with substantiation, the data the CONTRACTOR believes is correct. This submission shall not be merely a summary or general statement regarding a response or group of responses during a period of time. The CONTRACTOR must prove the data submitted accurately reflects the actual response. If the CONTRACTOR’s submission does not fully prove its claim, the request to amend CAD data may be denied and the maximum amount of liquidated damages for the Priority may be assessed. The CONTRACTOR has one and only one opportunity to submit CAD data, audio, AVL records, or other evidence to prove its claim. If the CONTRACTOR cannot access any CITY records necessary to prove its claim, the CONTRACTOR may request that the CITY examine these records by specifically stating which records should be examined.

The hierarchy for verifying the on scene time shall be the CAD time stamp transmitted from the ambulance, the verbal on scene, and the time the AVL system documents the ambulance being on scene with speed of zero (0) miles per hour. If evidence exists that the CAD time stamp or verbal on scene was transmitted prior to the ambulance arriving on scene, these times shall be inadmissible as the on scene time and the time the AVL system shows the ambulance arrived on scene shall be the reportable on scene time. In the event of a conflict between the CAD time stamp, verbal on scene and AVL data, resolution of the conflict shall be made by ranking the times in the following order, highest rank first: CAD time stamp transmitted from the ambulance, verbal on scene, AVL system. If the CAD time stamp is nonexistent or is found invalid, the verbal on scene time will be substituted. If the CAD time stamp and/or verbal on scene

time are either nonexistent or invalid, the AVL time will be substituted. If data documented by the AVL system shows the CAD time or verbal on scene time reported for any response is invalid, the first time the AVL system documents the ambulance was stopped on scene will be substituted for the on scene time. Thus, the CITY may use verbal recordings and AVL data to prove or disprove the accuracy of the on scene time reported by the CONTRACTOR for any response. Should CAD time stamps, verbal recordings and/or AVL data disprove data reported by the CONTRACTOR, the CITY License Officer will substitute the more accurate data. The CONTRACTOR may appeal the License Officer's decision to the Battalion Chief of Medical Operations, who's decision is final and binding.

In instances when the ambulance fails to report "ambulance arrived on scene", the time when the AVL system indicates that the ambulance was on scene at the dispatched location will be used as the "ambulance arrived on scene" time. If the AVL system does not contain this data, the first verbal communication that indicates that the ambulance was on scene, or the next status change transmitted from the ambulance indicating the ambulance had arrived on scene, or the time the call was closed, whichever comes first; may be used as the "ambulance arrived on scene" time.

When any time necessary to the compliance calculation cannot be determined, the ambulance will be assumed to have been late and the maximum late fine assessed.

- b. Priority 3, 4, 5 or 6 Transfers. The "ambulance arrived on scene" status change shall not be entered, either from an ambulance or by a CONTRACTOR dispatcher, unless all ambulance crew members have completed any previous response and are all ready to be fully dedicated to the new response. For any response to which ambulance crew members arrive in different vehicles, the "ambulance arrived on scene" shall not be transmitted until all crew members and the ambulance to be used for the transport have arrived on scene.
- c. Priority 6 Transfers. If no patient is present when an ambulance arrives, and the ambulance arrives:
 - 1) Before the response is late, the response shall be excluded from the compliance calculation. However, if the CONTRACTOR contacted the pickup location prior to the ambulance's arrival and verified that the patient would be ready at the previously scheduled pickup time, and if the CONTRACTOR submits evidence that proves this to the CITY License

Officer within three (3) business days with a request that the response be included in the compliance calculation, the License Officer may approve the request.

- 2) After the response is late, the response shall be counted as a late response. However, on transfers scheduled more than 24 hours in advance if the CONTRACTOR contacted the pickup location and verified that the patient would be ready at the previously scheduled pickup time, and if the CONTRACTOR submits evidence that proves this to the CITY License Officer within three (3) business days with a request to exempt the response from the response time compliance calculation, the License Officer shall approve the request.

d. Priority 7 Standby.

- 1) Request for service received twenty-four (24) hours or more in advance. Ambulances shall be dedicated to each event and shall be in addition to those necessary to provide ambulance service to the CITY without consideration of the standby. At events for which the Incident Command structure is activated, the ambulance will be considered “on scene” when the ambulance or personnel arrive at the Briefing or are on post as indicated in the Fire Departments Event Action Plan. At all other events the ambulance will be considered “on scene” when the ambulance or personnel arrive(s) at the event.

- 2) Request for service received less than twenty-four (24) hours in advance. On all requests for ambulance or personnel standby services at locations within the CITY for which service is requested less than twenty-four (24) hours before the scheduled pickup time, the CONTRACTOR is encouraged to try and meet the needs of the requestor as much as possible, but if doing so results in a Priority 7 response time exception and the CONTRACTOR notifies the CITY License Officer within three (3) business days that the request for service was received less than twenty-four (24) hours before the scheduled pickup time, the response will be exempted from response time requirements, excluded from the Priority 7 compliance calculation, and liquidated damages for the late response will not be incurred. If no such request is received, the response will be included in response time requirements and considered to be late.

- e. The CONTRACTOR and the CITY can use all available means, including but not necessarily limited to, CAD time stamps, other CAD data, audio recordings, and AVL data to determine correct response data or otherwise prove or disprove compliance with response time requirements.

4. Upgrades, Downgrades, Reassignments and Disregards, and other Changes.

- a. Upgrades. Upgrades shall be initiated by Emergency Medical Dispatchers when information not available when the response was initially dispatched becomes available that indicates, in strict accordance with Medical Director approved protocols and policies, that the response should have been dispatched at a higher Priority. If a response is upgraded prior to the first ambulance arriving on scene (e.g. Priority 2 to Priority 1), compliance with response time requirements and liquidated damages will be calculated based on the shorter of:
- 1) Time elapsed from dispatch time, as specified in this Section, to time of upgrade plus the higher Priority response time standard, or
 - 2) The lower Priority response time requirement.
- b. Downgrades. Downgrades shall be initiated by Emergency Medical Dispatchers when information not available when the response was dispatched becomes available that indicates, in strict accordance with Medical Director approved telephone protocols and policies, that the response should have been dispatched at a lower Priority. Downgrades may also be initiated by Fire Department First Responders or CONTRACTOR's supervisory personnel arriving on scene prior to the ambulance. If a response is downgraded prior to the arrival on scene of the first ambulance, the CONTRACTOR's compliance with response time standards and liquidated damages will be calculated based on:
- 1) The lower Priority response time standard, if the ambulance is downgraded before it would have been judged "late" under the higher Priority response time standard, or
 - 2) The higher Priority response time standard, if the ambulance is downgraded after it would have been judged "late" under the higher Priority response time standard.
- c. For any priority 1, 2, or 3 response upgraded or downgraded more than once prior to the first ambulance arriving on scene, only the first priority change shall be considered. Priority changes resulting from a dispatcher selecting an incorrect type code or any other data entry error resulting in an inadvertent or otherwise incorrect priority change shall not be considered to have been a priority change.
- d. Reassignment Enroute. If an ambulance is removed from a response prior to arriving on scene and another assigned to the response, the elapsed

response time will not end until an ambulance arrives on the scene. Should the response exceed the maximum allowable response time standard, the CONTRACTOR's compliance and liquidated damages will be calculated based on the response time standard applicable as specified above.

- e. Disregarded Enroute. If an ambulance is cancelled (disregarded) enroute prior to an ambulance arriving on scene, and no ambulance is required at the dispatched location, the response will end at the moment of cancellation. At the moment of cancellation, if the elapsed response time exceeds the response time requirement for the assigned Priority of the call, the ambulance will be determined to have exceeded the maximum allowable response time standard, the response will be counted in the total number of responses used to determine compliance, and the appropriate Liquidated Damages will be assessed. At the moment of cancellation, if the elapsed response time does not exceed the response time requirement for the assigned Priority, the response will not be counted in the total number of responses used to determine compliance.
- f. Address changes. If the dispatched address changes:
 - 1) Before an ambulance arrives on scene, the CONTRACTOR may request to report the time the CONTRACTOR first became aware of the corrected address as the dispatch time. Any such request must be received by the CITY License Officer within three (3) business days and must include proof of the requested time.
 - 2) After an ambulance arrives at the initially dispatched address, a new response shall be entered in the CAD. If no new response is entered, the on scene time of the first ambulance to arrive at the last dispatched address shall be the reportable on scene time.
 - 3) But the change is clearly not the cause of a response time exception, the City License Officer may deny a request to change the reportable dispatch time.
- 5. Response Times Outside of the Arlington Service Area. Responses originating outside of the CITY shall be reported but are not subject to response time requirements and shall not be included in the calculation of response time compliance.
- 6. Each Incident A Single Response. Each incident will be counted as a single response regardless of the number of ambulances that respond. The dispatch time of the first ambulance dispatched and the on scene time of the first arriving

CONTRACTOR's or authorized mutual aid ground ambulance will be used to compute the response time for the incident.

7. Wait-and>Returns. Wait and returns shall be entered in the CAD as two responses, with the initial trip entered when the request for service is received and the return trip entered upon completion of the initial trip.
 8. Deviation From Dispatch Protocols. Upon either concurrent or retrospective audit, if the CITY finds that a response was assigned a different Priority than what would have been assigned had the CONTRACTOR's communications personnel properly followed the dispatch policies and/or protocols approved by the Medical Director, the response time will be held to the higher Priority standard and will be subject to late response time Liquidated Damages when applicable. The CONTRACTOR shall not be responsible for errors made solely by CITY personnel.
- H. Unusual Circumstances. CONTRACTOR shall maintain mechanisms for reserve production capacity to increase production should temporary system overload persist. In the event of unusual circumstances beyond the CONTRACTOR's reasonable control that affects response time compliance, CONTRACTOR may request from the CONTRACT ADMINISTRATOR an exemption from a response time standard. Unusual circumstances beyond the CONTRACTOR's reasonable control shall be limited to: (i) unpredictable and unusually severe weather conditions or weather events of significant duration, i.e. tornado, severe hail, but not thunderstorm or localized urban flooding; (ii) declared disasters (iii) periods of unusually high demand for emergency ambulance services; or (iv) other circumstances beyond the CONTRACTOR's reasonable control that are unpredictable or unknowable by the CONTRACTOR.

Unusually high demand for emergency ambulance services, for the purpose of considering exemption requests, shall be defined as follows: For the hour of the week for which an exemption is requested, the CONTRACTOR must demonstrate that at the moment the call was received on the dispatcher's CAD terminal (the CITY CAD's Entry time), that the number of Priority 1 or 2 ambulance responses dispatched and being worked simultaneously exceeds the product of the following:

$$\text{Overload} = (1.5 \times (1 \text{ standard deviation})) + \text{The Mean rounded up to the nearest whole response}$$

For the entire population of emergency responses for that hour for the past twenty (20) weeks

For a request for exemption due to unusual circumstances to be granted, the CONTRACTOR must demonstrate that: (i) an unusual factor beyond the CONTRACTOR's reasonable control directly contributed to the delay in responding to

the individual response for which an exemption is requested, (ii) the CONTRACTOR took reasonable and prudent measures to prepare and staff for situations of which the CONTRACTOR might be reasonably aware (i.e.: frozen precipitation forecast in advance requires reasonable efforts in planning), (iii) that the CONTRACTOR adhered to the “non-emergency response cutoff plan as specified in Arlington EMS System Protocols, Procedures, Policies and Pharmacology. Equipment failures, traffic congestion, ambulance failures, dispatch errors, inability to staff ambulances and other causes reasonably within the CONTRACTOR’s control will not be grounds for granting an exception to compliance with response time standards. If any particular response occurs during a period defined as “overload” and errors by the CONTRACTOR or the CONTRACTOR’s employee(s), subcontractors, mutual aid providers or CONTRACTOR provided equipment or technology significantly contribute to the late response, the overload exemption shall not apply to that response.

- I. Request for Exemption from Ambulance Response Time and Dispatch Time Standards. CONTRACTOR must submit a written request for any response time exemption identifying the specific time period, the circumstances during the time period, and all late responses during the time period. If the CONTRACTOR believes that any response or group of responses should be exempted from response time standards required in this CONTRACT and liquidated damages associated with those responses due to “unusual factors beyond the CONTRACTOR’s reasonable control”, the CONTRACTOR must provide detailed documentation to the CITY License Officer and request that these responses be excluded from Citywide, sector and dispatch time compliance calculations and exempt from liquidated damages. This documentation shall not be merely a summary or general statement regarding an incident or list of responses during a period of time, or a presumption of cause and effect. The CONTRACTOR must thoroughly prove that the cause of the response(s) being late are the circumstances cited by the CONTRACTOR. Failure by the CONTRACTOR to make a convincing argument may be grounds for the CITY to deny the request. Any such request must be made in writing and received by the CITY License Officer within three (3) business days after the date of occurrence. The License Officer will review the request and issue a determination. Should the CONTRACTOR dispute the determination made by the License Officer, the CONTRACTOR may make a written appeal to the Battalion Chief of Medical Operations for a definitive ruling within five (5) business days of receiving notification of the License Officer’s determination. The Battalion Chief’s ruling will be final and binding.
- J. Request to Amend CAD Data. The Contractor is responsible for ensuring that CAD data for each response accurately represents the Contractor’s efforts, and when it does not, submitting alternate data to the City License Officer. In any instance in which the CONTRACTOR believes that data documented in the dispatch computer's (CAD) searchable fields, or other fields containing response time data, such as dispatch or on scene times, or response Priority; are inaccurate, such as when no "ambulance arrived on scene" status signal is received by CAD or is received before or after the actual on scene

time, the CONTRACTOR may present evidence substantiating different data. Documentation, in as much detail as necessary to substantiate the proposed data, including but not limited to CAD printouts and audio recordings; shall be submitted with the request. This documentation shall not be merely a request to substitute alternate data, but shall be a presentation of detailed evidence which completely proves that the proposed data is accurate and justified. Any such request must be made in writing, contain all evidence the CONTRACTOR desires the CITY to consider, fully substantiate the CONTRACTOR's claim(s), may be transmitted by electronic means, and must be received by the CITY License Officer within three (3) business days after the date of occurrence. The License Officer will review the request and issue a determination. Should the CONTRACTOR dispute the determination made by the License Officer, the CONTRACTOR may make a written appeal to the Battalion Chief of Medical Operations for a definitive ruling within five (5) business days of receiving notification of the License Officer's determination. The Battalion Chief's ruling will be final and binding.

III.

Section 9 of the Contract is modified to read as follows:

Subsections A – C remain unchanged:

D. Non-Compliance Liquidated Damages.

1. Two hundred and fifty dollars (\$250) for each business day that any monthly report required in this Contract is received by the CONTRACT ADMINISTRATOR after the seventh business day of the month following the month for which the report pertains.
2. Two hundred and fifty dollars (\$250) for each day that any daily report required in this Contract is not received by the CONTRACT ADMINISTRATOR after the seventh day the report is due.
3. Two hundred and fifty dollars (\$250) for each business day after two calendar days that a report (other than a monthly report) or task is not completed as directed by the Medical Director.
4. One thousand dollars (\$1,000) for any occurrence of the failure to have equipment or supplies on any ambulance as directed or specified by the Medical Director.
5. One thousand dollars (\$1,000) per day that any period of staffing in the dispatch office is provided by personnel not holding valid EMD certification.
6. The CITY requires patient care forms to be delivered in accordance with this schedule. For every patient care form not delivered within five (5) days after a

request, the CITY will assess Liquidated Damages of one hundred twenty five dollars (\$125). In addition, the CITY will assess Liquidated Damages of two hundred fifty dollars (\$250) for every patient care form that is not accurately completed and turned over to the CITY within thirty (30) days of the scheduled date.

7. Two hundred and fifty dollars (\$250) for failure to immediately contact the Battalion Chief of Medical Operations when any below standards equipment or staffing situation occurs which has the potential to affect the health and safety of the citizens of Arlington including without limitation: (i) less than eight (8) ambulances being on duty and in service (ii) any occurrence of a motor vehicle accident involving significant damage or injury in which an ambulance is involved. In the event a second failure to notify occurs within 90 days of the first failure to notify, five hundred dollars (\$500) will be assessed. In the event a third or higher failure to notify occurs within 90 days of the first, five hundred dollars (\$500) will be assessed for each failure beyond the second. If no failures occur over a rolling ninety (90) day period, the assessment will reset to the \$250 minimum.
8. Five hundred dollars (\$500) for every unit hour that fewer than eight (8) ambulances are on duty and in service.
9. Five hundred dollars (\$500) for failure to arrive on scene by the scheduled time for a Priority 7 that was pre-scheduled for a dedicated standby with at least twenty-four (24) hours notice.
10. Five hundred dollars (\$500) for each response dispatched on a non emergency healthcare facility transfer, when there are less than five (5) ambulances on duty, in service and immediately available for emergency responses in the CITY, except when an in-service M98 or M98 is the responding unit and in other cases as specifically approved by the Battalion Chief of Medical Operations due to unusually high volume and / or approved extenuating circumstances.
11. Five hundred dollars (\$500) for failure to notify the Medical Director of a protocol defined event and report the event on the daily KPI report. A protocol defined event shall be as defined by the Medical Director in the Arlington EMS System Protocols, Procedure, Policies and Pharmacology. In the event a second failure to notify occurs within 90 days of the first failure to notify, one thousand dollars (\$1000) will be assessed. In the event a third or higher failure to notify occurs within 90 days of the first, one thousand dollars (\$1,000) will be assessed for each failure beyond the second.. If no failures occur over rolling a ninety (90) day period, the assessment will reset to the \$ 500 minimum.

12. Two hundred fifty dollars (\$ 250) for each Priority 5 or 6 transfer initially received by the CONTRACTOR and dispatched by the CONTRACTOR at a Priority other than that specified by Medical Director approved policy or protocol. In the event a second event occurs within 90 days of the first event, five hundred dollars (\$ 500) will be assessed. In the event a third or higher failure to notify occurs within 90 days of the first, five hundred dollars (\$500) will be assessed for each beyond the second. If no failures occur over rolling a ninety (90) day period, the assessment will reset to the \$ 250 minimum.
13. Five hundred dollars (\$500) for failure to report any customer service complaint on the daily KPI report. In the event a second event occurs within 90 days of the first event, one thousand dollars (\$1000) will be assessed. In the event a third or higher failure to notify occurs within 90 days of the first, one thousand dollars (\$1000) will be assessed for each beyond the second. If no failures occur over rolling a ninety (90) day period, the assessment will reset to the \$500 minimum.
14. Five hundred dollars (\$500) for any member(s) of the CONTRACTOR's management staff themselves initiating, or knowingly causing or permitting personnel to take action that the manager(s) knew or should have known is not authorized or is prohibited by this CONTRACT. In the event a second event occurs within 90 days of the first event, one thousand dollars (\$1000) will be assessed. In the event a third or higher event occurs within 90 days of the first, one thousand dollars (\$1000) will be assessed for each beyond the second. If no failures occur over a rolling ninety (90) day period, the assessment will reset to the \$500 minimum.
15. CONTRACTOR and CITY agree to reasonable steps to ensure data accuracy and integrity. Liquidated Damages shall be assessed in regard to data accuracy and integrity after the following steps have occurred:

Step 1 is to define intentional falsification of data entry vs. simple human error. Intentional falsification shall be defined as data entry action by a CONTRACTOR employee, for the purpose of causing the ambulance response and / or dispatch record for any reason to be knowingly inaccurate. Examples of intentional falsification may include: a dispatch employee entering in CAD that an ambulance arrived on scene although no verbal on scene statement was transmitted by the ambulance crew and the AVL system did not confirm that the ambulance was at the dispatched address; the on scene time stamp or verbal statement being transmitted from the ambulance when the ambulance is not at the dispatched address and/or its crew is not dedicated to the patient to which it was dispatched; attributing a change in Priority 4, Priority 5, or Priority 6 scheduled pickup time to the patient or his / her representative when no such change was requested. The determination of intentional falsification may only be made upon

conclusion of a joint quality improvement investigation between CITY and CONTRACTOR, and each party must reasonably agree that the identified data inaccuracy was intentional.

Step 2 is for CONTRACTOR to take post-investigation action per occurrence. If the inaccuracy was determined to be the result of human error, CONTRACTOR will, pursuant to its personnel rules, initiate employee remedial training, provide post-training evaluation to ensure competency, take any appropriate corrective action, and provide all documentation to CITY upon request. Subsequent human error data entry inaccuracies by the same CONTRACTOR employee will, pursuant to CONTRACTOR'S personnel rules, result in accelerated corrective action, up to and including termination. If the inaccuracy was determined to be the result of intentional falsification, the employee will, pursuant to CONTRACTOR'S personnel rules, receive a Final Written Warning with suspension. Any subsequent intentional falsification by the same CONTRACTOR employee will, pursuant to CONTRACTOR'S personnel rules, result in termination of the employee. That employee will be prohibited from ever again working on any City related business and liquidated damages of one thousand dollars (\$1,000) per occurrence will be assessed. If the inaccuracy meets criteria as noted in Section 11.A.5, CITY may declare a major breach.

The remainder of Section 9 is unchanged.

IV

Section 10 is modified to read as follows:

A. Reports the CONTRACTOR Provides the CITY.

1. Key Performance Indicator Daily Report. The CONTRACTOR will prepare and supply a daily Key Performance Indicator (KPI) report to the CONTRACT ADMINISTRATOR, Assistant Fire Chief, Battalion Chief of Medical Operations, and CITY License Officer no later than 17:00 hours each day. The report may be delivered by electronic means. The report shall provide the following information for the previous calendar day (beginning at 00:00:00 and ending at 23:59:59) of service, and cumulative performance to date for the current calendar month (beginning at 00:00:00 on the first day of the month and ending at 23:59:59 of the previous calendar day). This report shall include all responses that appeared, or should have appeared on the CONTRACTOR dispatcher's terminal during that day. Optima Live™ and other sources approved by the CITY may be utilized for reports in this paragraph.
 - a. Number of requests for service by response Priority and EMD determinant.

- b. Number of transports by dispatched Priority.
- c. Response time compliance by Priority, Citywide and by Sector.
- d. A list of all late calls that exceed the maximum response time by more than five (5) minutes.
- e. Unit hours planned.
- f. Unit hours actually staffed.
- g. Sentinel events for which the Medical Director requires immediate notification as listed in Arlington EMS System Protocols, Procedures, Policies and Pharmacology; and motor vehicle collisions involving a CONTRACTOR vehicle with significant damage, patient on board, or injury to patient or personnel, etc., or other potentially significant event.
- h. Customer service complaints. Each complaint shall have a summary report including, but not limited to, the type complaint, time of complaint, time complainant was contacted, corrective actions that have occurred to date, current status of the complaint, and eventual closure.
- i. Critical vehicle failures. Defined as any time a vehicle cannot respond or must discontinue a response or transport because of mechanical or other operational failure.
- j. Total physical ambulances in service by day.
- k. Total physical ambulances out of service (maintenance, etc).
- l. Mutual aid given and received by agency, including differentiation of that given or received for multi-casualty incidents and disasters from that for other day-to-day demand. Every request must be reported that resulted in an ambulance being dispatched.
- m. For wait-and-returns, the CAD number of the return trip shall be reported and clearly associated with the CAD number of the initial trip, which shall also be reported.
- n. The CAD number of all responses to **patients** made by ambulances on standby at special events, and the name of the venue or event. (The CAD number of responses to Priority 7 event standby's need not be included on the KPI report.)

2. Monthly Reports. Monthly reports are due no later than the seventh business day of each calendar month for the immediately preceding month, which begins at 00:00:00 on the first day of the month and ends at 23:59:59 on the last day of the month.

Monthly Report. The Monthly Report shall include:

- 1) All of the above KPI information, including all data changes submitted to and approved by the CITY during the month. This report shall include all responses that appeared, or should have appeared, on the CONTRACTOR dispatcher's terminal during the month. This report shall also include a list of all on time responses by Priority and call number. This report should be the CONTRACTOR's final, fully correct monthly report.
- 2) A report of Public Education Activities and Community Service Events. This shall include, but not be limited to the CAD number of each response, the name of the sponsoring agency or event, and the type of activity (e.g. CPR class, ambulance standby), to which one or more ambulances or personnel were sent. Other information shall be provided when necessary to prove fulfillment of contractual obligations. This report shall not include activities for which the CONTRACTOR charged.

3. Additional Reports.

- a. Below Standards Equipment/Staffing. Report of any below standards equipment or staffing situation which has the potential to affect the health and safety of the citizens of Arlington shall be due immediately to the Battalion Chief of Medical Operations, and a written report is due no later than two business days after such below standards equipment or staffing situation occurs.
- b. Annual Report. The Annual Report shall meet requirements specified in this Contract.
- c. Report of Employees' Certifications. CONTRACTOR shall ensure that all of CONTRACTOR'S personnel are appropriately certified at both the State and local levels, and shall furnish to the CONTRACT ADMINISTRATOR documentation of same as required by the Ambulance Ordinance.
- d. Report of Compliance with Dispatch Protocols. This shall be a report of compliance with dispatch protocols by CONTRACTOR's dispatch personnel. This report is due upon the date specified by the Medical

Director, and shall have content and format as specified by the Medical Director.

- e. Report of Patient/Customer Satisfaction. At least once each year, the CITY may require the CONTRACTOR to mail a quality and customer service questionnaire to designated patients or other system stakeholders served during a period of up to one month. The CITY will design and approve the content of the questionnaire and identify the types of designated patients to be surveyed. The CONTRACTOR must provide and send the questionnaire when so requested by the CITY. The questionnaire may be mailed and included within the ambulance provider's billing process, at its discretion. Questionnaires will be returned directly to the CITY for processing.

- f. Clinical Key Performance Indicator Report. The CONTRACTOR shall operate and manage the data collection system in accordance with the CITY's standards. It is understood that the CONTRACTOR shall make these records available upon request of the CITY's Medical Director. It is also understood that the data system shall include, but not be limited to, the following generally described sources:
 - 1. A uniform dispatch report form designed according to the Medical Director's specifications.
 - 2. A uniform patient care form designed according to the Medical Director's specifications.
 - 3. An inter-hospital patient care form designed according to the Medical Director's specifications.
 - 4. A uniform patient care refusal form designed according to the Medical Director's specifications.
 - 5. Equipment maintenance and inventory control schedules as required by the Medical Director.
 - 6. Annual clinical workforce attrition report.
 - 7. Continuing education and certification records documenting training and compliance with State laws.
 - 8. Clinical Performance audits and analysis reports designed according to the Medical Director's specifications.

A patient care form is required to be completed for all patients for whom care is rendered, regardless of whether the patient is transported. Patient care records should clearly identify those instances when two or more patients are transported in the same ambulance so that proper billing can be done. All transports, regardless of payor source, shall be classified as single or multiple patient, and round trip or “wait and return” according to the current rules of the Medicare Ambulance Fees Schedule as interpreted by CMS and the Medicare Carrier.

In accordance with all laws regarding patient confidentiality, to ensure that the CITY and Medical Director can conduct thorough quality improvement activities, the CONTRACTOR is required to provide the Medical Director with electronic copies of accurately completed patient care forms including, but not limited to, correct name, address, date of birth, social security number and signature of the patient or patient representative (or clearly stated reason why the patient is unable to sign) and sufficient information to appropriately document medical necessity. All electronically captured patient data that can be printed out, including but not limited to, EKG, pulse oximetry, capnography measurements of intubated patients, non-invasive blood pressure measurements, and drugs administered and administration times shall be included in the electronic dataset.

B. Reports the CITY Provides the CONTRACTOR.

After receiving the CONTRACTOR’s monthly report the CITY will transmit a report to the CONTRACTOR that includes:

- 1) For all Priorities, the number of responses to which an ambulance arrived within the required response time, the number that exceeded the required response time, a list of the responses that exceeded the required response time with the times of status changes necessary for determining compliance and associated liquidated damages; by response Priority.
- 2) For Priority 1 and 2 responses, the number of responses to which an ambulance arrived within the required response time, the number that exceeded the required response time, and percentage compliance per Sector for each Priority.
- 3) For each donated Public Education Activity or Community Services Event, the times of status changes necessary for determining compliance and the total reportable time the unit or personnel was on duty at the event, and the number of personnel the CONTRACTOR supplied to the event.
- 4) Liquidated damages assessed for items listed in Paragraph 9.D. with justification for each assessment.

- 5) Remittance due to the CITY from the CONTRACTOR for personnel permits issued by the CITY during the month.

After reviewing this report, the CONTRACTOR may agree with the report in total or contend any portion. If the CONTRACTOR agrees with the report the CONTRACTOR shall so advise the License Officer who will prepare the final Monthly Report. If the CONTRACTOR chooses to contend any item on the report the CONTRACTOR must submit evidence substantiating different data to the CITY License Officer within seven business days of having received the City's report. Data submitted that was required to have been submitted within three days of the response to which it pertains will not be considered. The License Officer will review the submission and issue a determination, and the final Monthly Report. Should the CONTRACTOR dispute the determination made by the License Officer, the CONTRACTOR may make a written appeal to the Fire Chief for a definitive ruling within five (5) days of receiving notification of the License Officer's determination. The Fire Chief's ruling will be final and binding.

V.

Section 13. of the Contract is modified to read as follows:

Subsection A remains unchanged.

- B. Personnel. At its Arlington facility, the CONTRACTOR will house its Chief Operating Officer, Arlington General Manager, other key management personnel, at least one person available from 8:00 a.m. through 5:00 p.m., Monday through Friday, who is capable of answering citizens' questions about their ambulance bills; and at least one (1) full-time mechanic.

The remainder of Section 13 remains unchanged.

VI.

Section 14 of the Contract is modified as follows:

Subsections A – C remain unchanged.

Subsections D - J. are modified to read as follows:

- D. CITY MPDS (Medical Priority Dispatch System). CONTRACTOR shall use the Medical Priority Dispatch System protocols authorized by the Medical Director. CONTRACTOR understands that changes to these emergency medical dispatch protocols may be necessary and that the CONTRACTOR, CITY and the Medical Director may discuss such changes, but that the Medical Director has the ultimate authority to

determine dispatch protocols which include dispatch Priorities. CONTRACTOR understands that CITY 9-1-1 call takers will initially process and prioritize EMS calls.

- E. Emergency Medical Dispatch and CPR Certification, Initial Training and Continuing Education. CONTRACTOR shall provide at CONTRACTOR's expense, as specified in CONTRACTOR's proposal and in cooperation with the CITY Communications Division and Fire Department, initial and ongoing Emergency Medical Dispatch Certification training and all continuing education necessary for certification and recertification of CONTRACTOR's and CITY's dispatch personnel.

The CONTRACTOR will maintain a NAED Certified trainer to insure that Arlington Dispatch Services 9-1-1 personnel are EMD trained and certified promptly after academy training. The CITY averages fifteen (15) students for EMD certification and twenty (20) recertifications per year.

The CITY will provide Tiburon CAD training and EMD continuing education for CITY personnel and the CONTRACTOR's dispatch personnel.

The CITY and the Medical Director will credential CONTRACTOR employees as Dispatchers upon completion of the appropriate NAED certification and local CAD training.

- F. Dispatch Center Personnel. Beginning October 1, 2008, the CONTRACTOR shall designate at least two (2) employees as supervisors. These supervisors shall work opposite shifts at the discretion of the CONTRACTOR and one (1) will be on duty during daytime or peak hours. These supervisors shall hold certification issued by the National Association of Emergency Dispatchers or other similar organization as determined by the Medical Director. When no supervisor is on duty the CONTRACTOR shall designate one of the two (2) required dispatchers as a lead dispatcher while on duty. Supervisors or lead dispatchers shall enforce all applicable CITY Dispatch Center rules and regulations, ensure CONTRACTOR's employees working in the CITY Dispatch Center comply with this CONTRACT, and coordinate such employees' activities with the CITY Communications Manager - Administration.

The CONTRACTOR'S dispatch office will be staffed by at least two (2) persons holding certification issued by the National Association of Emergency Dispatchers or other similar organization as determined by the Medical Director, and City Dispatcher or Dispatcher Trainee certification at all times. Persons staffing the dispatch office who do not hold such certification or Dispatcher Trainees not yet authorized by the Medical Director are not authorized to work as Dispatchers. This requirement may be waived by the CITY only in instances of disasters or exceptional circumstances.

No CONTRACTOR dispatcher shall be out of the Dispatch Center for more than three (3), thirty (30) minute breaks during any twelve (12) hour period. No CONTRACTOR

dispatcher shall be out of the Dispatch Center for more than thirty (30) minutes at any one time. When a CONTRACTOR dispatcher leaves the dispatch center so that only one CONTRACTOR dispatcher remains, that person shall carry a portable radio, remain in communication with the dispatch center and be able to return within five (5) minutes.

- G. Automated Emergency Medical Dispatch. CONTRACTOR agrees to provide technology and fund updates necessary to automate the Emergency Medical Dispatch (EMD) process. For this purpose the CONTRACTOR will provide ProQA software and hardware (dongols) at all call take positions that facilitates call prioritization, dispatch and pre-arrival instructions as approved by the Medical Director. CONTRACTOR will also provide EMD cards, both English and Spanish, for use in instances of CAD failure. CONTRACTOR agrees to fund updates to the EMD system. CONTRACTOR shall provide access to ProQA software as above in the office of the CITY Dispatch Quality Assurance officer and License Officer. CONTRACTOR agrees to maintain a ProQA software license for CITY. The CONTRACTOR shall not be responsible for any costs or expenses associated with lost or destroyed dongols.
- H. Emergency Medical Dispatch Quality Assurance. CONTRACTOR agrees to provide a monthly report of compliance with EMD protocols by CONTRACTOR's dispatch personnel. This report shall be due monthly to the Medical Director and CONTRACT ADMINISTRATOR, upon the date and in the format specified by the Medical Director.

CONTRACTOR will provide AQUA, the quality assurance computer software component of the ProQA program. CONTRACTOR agrees to license AQUA to the CITY, and that the license will be kept on site by the CITY.

The CONTRACTOR will assign at least one (1) person to participate in the joint Communications Center Quality Assurance/Improvement process. CONTRACTOR agrees to provide the necessary funding and training for the appropriate certification of CITY Communications Quality Assurance/Improvement personnel.

Any requests for additional hardware or software installation needed by the CITY in the CITY Dispatch Center or EMD training needed for CITY employees shall be made no more than once per year. The CITY's written request must be received by CONTRACTOR no later than April 30th of each year.

- I. CONTRACTOR Ambulance Deployment. The CONTRACTOR shall be responsible for the use of any technology or process for determining optimal deployment of ambulances. CONTRACTOR shall be responsible for such computer software technology that will continuously monitor efficiency and compliance within the CITY ambulance system, both overall and within each Sector, and which allows for immediate CONTRACTOR adjustments in ambulance deployment. CONTRACTOR shall implement this software by October 1, 2008. CONTRACTOR shall provide access to this software and its

functionality and reports in the offices of the Battalion Chief of Medical Operations and the License Officer for CITY.

The CONTRACTOR is responsible for ambulance resource deployment at any time. Ambulance posting and system status management procedures or plans are not the responsibility of the CITY.

The CONTRACTOR shall be responsible for the use of any technology or process for optimal deployment of ambulances. Failure of any technology or process the CONTRACTOR has implemented according to this Contract or by the CONTRACTOR shall not be an exception to response time compliance or Contract performance.

- J. Communications Center Accreditation. CONTRACTOR will initiate, coordinate, and fund the implementation and cost, or fees, for the CITY of Arlington communications center to become recognized as an Accredited Center of Excellence by the National Academy of Emergency Dispatch by September 30, 2010. The CITY will cooperate with the CONTRACTOR in obtaining this accreditation.

VII.

Section 15. of the Contract is modified to read as follow:

CONTRACTOR shall employ whatever level of effort is necessary to achieve the response time standards and other performance results required by the terms of this Contract. Superior response time performance early in a month is not justification to allow inferior response time performance late in the month. Therefore, CONTRACTOR shall minimize variations or fluctuations in response time performance according to day of the week, or week of the month.

Initial peak deployment is thirteen (13) ambulances. The CONTRACTOR shall maintain a total fleet size of not less than one hundred fifty-three percent (153%) of peak deployment (twenty (20) ambulances). At any moment the CONTRACTOR shall have in the CITY and response-ready at least 125% of the ambulances required at that time by the System Status Plan. By January 1, 2009, the CONTRACTOR will add twelve (12) new ambulances to its fleet, at which time the CONTRACTOR will remove some ambulances from its fleet while retaining as many as necessary to maintain a fleet size as stated above. With the Battalion Chief of Medical Operations' approval, three (3) of the twelve (12) ambulances removed from service will be retained as response-ready reserves for use at special events and mass gatherings.

The Fire Department Medical Operations Battalion Chief shall be notified anytime less than eight (8) ambulances are on duty and in service. Of the ambulances on duty and in service at least five (5) must be immediately available for emergency responses in the CITY at the time non-emergency healthcare facility transfers (Priority 5 or 6 responses) are dispatched, except when M98 and/or M99 are in service, not assigned to any response, and dispatched on the

Priority 5 or 6 response. To be on duty and in service for one (1) unit hour, an ambulance must be fully response ready and be staffed by two crew members as described herein who are properly listed in the CITY CAD as staffing the ambulance for at least 60 minutes of any clock hour.

All ambulances shall be on Type I or III, dual rear wheel chassis, and capable of carrying two (2) supine patients. Other future, comparable vehicles conforming to the highest ambulance industry standards may only be substituted after approval by the CONTRACT ADMINISTRATOR and Medical Director. At all times ambulances and all other emergency response vehicles must have on-board and in working order low forces driving technology, Automated Vehicle Location (AVL) equipment, traffic light pre-emption signal emitters, mobile data computers, and all other necessary on-board radio equipment, which is provided and maintained by the CONTRACTOR. At all times ambulances must have on board and in working order safety restraints for patients and caregivers approved by the CONTRACTOR and the CONTRACT ADMINISTRATOR. All ambulances and other emergency response vehicles must display lettering which identifies them as serving the CITY of Arlington, identifies the CONTRACTOR's approved business name, and which is approved by the CONTRACT ADMINISTRATOR. Ambulance numbers shall be twelve (12) inches tall and displayed on both sides and the front and rear of ambulances. Exterior markings must be the same for all ambulances. Ambulances must be stocked with medical equipment and supplies according to the Medical Director's specifications, including fully functional hydraulic stretchers. These specifications may be modified from time to time with the CONTRACTOR having opportunity to provide input.

Only mechanically sound and serviceable vehicles approved by the Battalion Chief of Medical Operations prior to placement into service may be used. No ambulance may have cumulative mileage of more than 200,000 miles. CONTRACTOR may request that the CITY inspect and approve vehicles for extended life based on superior maintenance and physical condition. A third party vendor will verify that each ambulance passes standard mechanical and safety inspections. The CITY will not unreasonably withhold approval of extended vehicle use. No ambulance will be permitted to remain in service after 250,000 miles.

Ambulances purchased after this CONTRACT extension becomes effective will conform to CAAS GVS v.4.0 standards and must be equipped with a minimum 30,000 BTU air conditioning system.

In addition to ambulances, the CONTRACTOR will provide a hybrid fuel cell supervisor vehicle, a supply vehicle, and a vehicle designed and outfitted for disaster response and assistance for use during mass casualty incidents.

VIII.

Section 19 of the Contract is modified as follows:

The first paragraph is unchanged.

Subsections A and B are modified to read as follows:

- A. Community and Public Relations Service Events Required. The CONTRACTOR shall provide at least 400 hours of public relations service events per year. These hours shall not include paid standbys. Required public relations events may include but are not limited to, show and tell presentations, DUI awareness, babysitter certification, home for the holidays, Paint the Town and Safe Ride Home. Each event shall be entered in the CAD as a Priority 7. The calculation of community service hours awarded per event shall begin with the scheduled time of arrival specified by the requestor or the time the ambulance or personnel actually arrived at the event, whichever is later; and shall end with the time the ambulance/personnel depart the event.

The CONTRACTOR shall provide to local media at least 10 print and/or electronic media public service announcements during this CONTRACT.

Subsection B is deleted in its entirety.

Subsection C, D and E are unchanged.

Subsection E is modified to read as follows:

IX.

Section 23 is modified to read as follows:

CONTRACTOR's responsibilities under this Contract. When on duty and in service, ambulances must be staffed by at least two (2) crew members. One of the crewmembers of the ambulance must hold CITY Paramedic certification and the other crew member of the ambulance must hold, at a minimum, CITY EMT certification. All of CONTRACTOR's personnel who render patient care in any capacity as the CONTRACTOR's representative must hold CITY certification. In addition to these requirements, all personnel who provide patient care must hold other current and appropriate certifications, licenses and permits as required by the Medical Director.

CONTRACTOR, City, and Medical Director will jointly develop and implement a training program, designed to prepare the CONTRACTOR's clinical staff to achieve City certification. The program, competency based vs. experience based, will require the achievement, objective validation, and maintenance of clinical competencies specific to Arlington EMS System provider levels (EMT, EMT Intermediate, and Paramedic) in accordance with approved medical protocols.

X.

Section 29 of the Contract is amended to read as follows:

No later than March 31, 2009, the CONTRACTOR will establish reasonable and effective written mutual aid agreements with surrounding municipalities, corporations or other entities, provided, however, any mutual aid providers must provide substantially medically equivalent services and each agreement is approved by the Medical Director and the CITY. These agreements shall differentiate between disaster aid and aid requested due to system overload. The CONTRACTOR commits to supply an adequate number of unit hours to ensure uninterrupted service to the CITY without relying on mutual aid provided for routine emergency responses. The CONTRACTOR will call the mutual aid provider that can supply an ambulance to the necessary location in the least amount of time. Arlington ambulances shall not be dispatched on mutual aid responses if doing so would reasonably compromise the CONTRACTOR's ability to provide emergency services within the CITY. The CONTRACTOR will be held accountable for the performance, including response times, of any mutual aid provider used.

Each year the CONTRACTOR and CITY will review the mutual aid given and received by the CONTRACTOR. Should the CITY find that the CONTRACTOR receives more than 20% more mutual aid than it provides from any mutual aid provider; the CITY may require the CONTRACTOR to enter into negotiations, facilitated by the CITY, to compensate any provider of excess mutual aid. The purpose of this is to preserve mutual aid services that benefit the CITY without asking another jurisdiction or EMS provider to effectively subsidize the CONTRACTOR or the Arlington EMS System. Mutual aid given and received will be calculated by summing the total amounts of time ambulances are listed in the CAD as being assigned to any such response.

XI.

Section 36 of the Contract is modified as follows:

The first paragraph remains unchanged.

Subsections A, B.1 and B.2 are modified to read as follows:

- A. Courtesy Stand-by Coverage for Public Safety Personnel. Upon request by CITY police, fire or dispatch personnel, the CONTRACTOR shall furnish courtesy standby coverage at emergency incidents involving a potential danger to CITY personnel or the general public at no charge to the CITY. Once dedicated to an incident, the ambulance shall not be removed from the incident until released by the Incident Commander. Responses dispatched at the request of a Fire or Police Incident Commander for standby at an emergency

incident in progress shall be dispatched according to the Priority requested by the Incident Commander. Responses dispatched at the request of the CITY Fire or Police Department for standby at a location and time at which an action is planned that has high potential for producing injury, shall be dispatched Priority 3.

B. Coverage for Special Events and Mass Gatherings.

1. Ambulance Standby. Ambulances providing emergency medical standby coverage at an event to which they are dedicated shall be available for responses only at the event to which they are dedicated and shall not be included in the count of ambulances available for responses Citywide. Such ambulances shall be entered in the CITY CAD and dispatched Priority 7. Upon arrival at the event, each ambulance shall report "ambulance arrived on scene" and upon conclusion the dispatcher shall denote such in the CAD, as for any other response. However, should the crew members of any ambulance which the Event Action Plan specifies must attend the Command Briefing, fail to be at the briefing when it begins, that ambulance will be deemed as having arrived at the event late unless the crew is assigned to a response at the event. The reportable on scene time for each ambulance will be the report time for Command briefing or post assignment as specified in the EAP.
2. EMS Personnel Only Standby. The CONTRACTOR may provide standby coverage without an ambulance utilizing one or more EMT's, EMT Intermediates, or Paramedics. Determination of personnel required will be based upon multiple factors, including but not limited to location of the special event, size of the venue, anticipated attendance, venue activities, known crowd dynamic, and forecasted weather conditions. In accordance with any established Memorandums of Understanding and notification of and approval by the Fire Department's Office of Special Events, CONTRACTOR may staff first aid rooms and on site response teams at Cowboys Stadium, Rangers Ballpark, and UTA College Park Center, with non-AEMSS credentialed EMS personnel who have successfully completed City approved Special Events orientation and training.

Subsections B.3. – B.5 remain unchanged.

Subsections C - D are modified as follows:

- C. Ambulances. The CONTRACTOR shall have a **minimum** of seven (7) ambulances above peak load staffing and an additional **minimum** of three (3) reserve ambulances, as described in Section 15, in the CITY available for deployment at events. The CONTRACTOR commits that its Dallas operation will quickly provide five (5) to fifteen (15) ambulances for deployment at scheduled and unscheduled events, For large, multi-day national events, the CONTRACTOR commits to draw on its resources throughout

the State, as needed, to provide the number of ambulances necessary for any particular mass gathering event.

- D. Joint Special Events Team. The CONTRACTOR agrees to develop, in conjunction with the Arlington Fire Department, other Arlington agencies, and other stakeholders, a designated special events team that utilizes resources provided by both the CITY and CONTRACTOR, includes a credentialing process to increase the pool of specialized community personnel available for membership on the team, and may utilize a committee to develop a basic medical action plan for each special event at which the Joint Special Events Team is deployed. The CONTRACTOR commits to recruit hospital personnel and EMS personnel from both within and outside the CITY for inclusion on the team. The Joint Special Events Team shall be activated for mass gatherings with expected attendance of five hundred (500) or more and other events with heightened potential for threats to the public's health and well-being as determined by the Fire Department's Office of Special Events. The CONTRACTOR will provide administrative and logistical support for publication and distribution of the medical action plan for each event.

Along with its quarterly and annual audited financial statements, the CONTRACTOR shall submit a report detailing mass gathering standby revenue, as determined by the CONTRACT ADMINISTRATOR.

The CONTRACTOR will arrange for or provide the personnel, management, equipment and financial oversight of the staff for the Joint Special Events Team. Operational revenue generated by the Joint Special Events Team shall be used to cover all personnel, supply and operational expenses for events covered by the Joint Special Events Team. Included in the CONTRACTOR's quarterly and annual financial reports the CONTRACTOR shall report Revenue and expenses associated with the Joint Special Events Team operations. The economic terms will be based on a cost plus model and will include a provision that any net profits above twenty percent (20%) achieved by the CONTRACTOR will be returned to the System for capital purchases, replacement equipment purchases, personnel training, or other public benefits related to the Joint Special Events Team or Standby Services within the CITY.

Subsection E remains unchanged.

Subsection F is modified to read as follows:

- F. Relationship of Special Events and Mass Gatherings Responses to Sector and Citywide Compliance. Priority 1, 2 or 3 responses for **patients** at special events made by ambulances dedicated to those events shall not be included in the calculation of either citywide or sector compliance. "Ambulances assigned to those events" shall be defined as those initially dispatched Priority 7 to the event, as well as those transitioned from providing service to the City to providing standby service at a special event to augment the ambulances standing by at the event. Responses by ambulances dedicated to

providing service throughout the CITY to patients at a special event or to standby at the event shall be included in the calculation of citywide and sector compliance; but responses to patients at events to which the ambulance is dispatched after it has arrived at the event shall be excluded.

XII.

Section 38 has been modified as follows:

Subsection A remains unchanged

Subsection B has been modified as follows:

- B. Medical Equipment and Maintenance. The CONTRACTOR shall include all cardiac monitoring equipment owned by the Fire Department in its preventative maintenance agreement with Medtronic PhysioControl. This agreement will include at least one preventative maintenance inspection and one battery per monitor per year.

Upon the Fire Department's request, the CONTRACTOR will replace all of the Fire Department's semi-automatic external defibrillators (AED) after five (5) years of service if an improved model is available. If an improved model is not available, the CONTRACTOR will replace the AEDs at the Fire Department's request and sole discretion.

The CONTRACTOR will use best efforts to, within one hundred twenty (120) days of the beginning of the Contract, upgrade current Medtronic PhysioControl Lifepak 12 units to include Bluetooth wireless technology for enhanced EKG transmission capability.

The CONTRACTOR shall furnish all backboards and straps for the Arlington EMS System. The backboards and straps carried on the CITY's fire apparatus (one backboard and four straps per apparatus) shall remain the property of the CITY upon termination of this CONTRACT. Backboards and or straps provided to the CONTRACTOR through outside resources will be considered as "CONTRACTOR supplied."

Subsection C remains unchanged.

XIII.

The CONTRACTOR recognizes that this Contract Renewal and Modification shall be effective on the date 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 Renewal and Modification.

**AMERICAN AMBULANCE RESPONSE
AMBULANCE SERVICE INC. D/B/A
AMERICAN MEDICAL RESPONSE**

BY _____

CITY OF ARLINGTON, TEXAS

BY _____
THERON BOWMAN
Deputy CITY Manager

ATTEST:

MARY W. SUPINO, CITY Secretary

APPROVED AS TO FORM:
TERIS SOLIS, CITY ATTORNEY

BY _____

STATE OF _____ §

CONTRACTOR Acknowledgment

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of **AMERICAN AMBULANCE RESPONSE AMUBLANCE SERVICE, INC.**, a duly authorized corporation doing business as **AMERICAN MEDICAL RESPONSE** 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 this the _____ day of _____, 2016.

Notary Public In and For
The State of Colorado

My Commission Expires

Notary's Printed Name

THE STATE OF TEXAS §

CITY Acknowledgment

COUNTY OF TARRANT §

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

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

Notary Public In and For
The State of Texas

My Commission Expires

Notary's Printed Name



Staff Report

Clean Water State Revolving Fund - Filing of Application and Designation of Authorized Representative	
City Council Meeting Date: 09-06-16	Document Being Considered: Resolution

RECOMMENDATION

Approve resolutions authorizing the filing of an application requesting financial assistance from the Texas Water Development Board (TWDB), designating an authorized representative for the purpose of furnishing information and executing documents as may be required in connection with the preparation and filing of the application, and seeking the City's designation by TWDB as a management agency for wastewater collection and treatment within the City's territorial limits.

PRIOR BOARD OR COUNCIL ACTION

On October 27, 2015, Council approved Resolution 15-270 authorizing the filing of an application for financial assistance from the Clean Water State Revolving Fund (CWSRF) of the Texas Water Development Board, designating an authorized representative for the purpose of furnishing information and executing documents as may be required in connection with the preparation and filing of the application.

ANALYSIS

On March 2, 2016, Arlington Water Utilities department submitted a Project Information Form to TWDB in order to be considered for ranking and inclusion on the State Fiscal Year 2017 CWSRF Intended Use Plan (IUP). The IUP contains the state's priority list of projects to receive funding under the CWSRF, in accordance with Texas Administrative Code, Title 31, Part 10, Chapter 375. The list is subdivided into an Initial Invited Projects List, which represents the projects that will be invited to submit applications. On August 25, 2016, TWDB approved the 2017 CWSRF IUP and Arlington Water Utilities department was invited to submit an application for funding to the TWDB through the CWSRF.

Arlington Water Utilities department is requesting approval to file an application for CWSRF in an amount not to exceed \$5,605,000 to continue with the replacement of the wastewater collection system. The loan includes \$826,861 in loan forgiveness and is offered at an interest rate of 1.55 percent below market for the remaining amount. The reduced rate will save Arlington Water Utilities department approximately \$777,131 in interest costs over the life of the loan.

The resolution for designation is an administrative requirement for collection of information by TCEQ.

FINANCIAL IMPACT

The issuance of this debt will lower the cost of infrastructure replacements as compared to other debt options and significantly reduce any impact the planned replacements will have on water and wastewater rates.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

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

Medria Browhow
Water Utilities Financial Administrator
817-459-6810
Medria.Browhow@arlingtontx.gov

Resolution No. _____

A resolution authorizing the filing of an application for financial assistance in an amount not to exceed \$5,605,000 from the Clean Water State Revolving Fund of the Texas Water Development Board, designating an authorized representative for the purpose of furnishing information and executing documents as may be required in connection with the preparation and filing of the application, and making certain findings in connection therewith

WHEREAS, the City of Arlington hereby finds and determines that there is an urgent need for the City to construct improvements to the City's sanitary sewer system; and

WHEREAS, such capital improvements cannot be reasonably financed unless financial assistance is obtained from the Texas Water Development Board; NOW THEREFORE

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

I.

That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed \$5,605,000 from the Clean Water State Revolving Fund to continue with the replacement of the wastewater collection system.

II.

That Walter Pishkur, Director of Water Utilities, is hereby designated the authorized representative of the City of Arlington for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and complying with the rules of the Texas Water Development Board.

III.

That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City of Arlington before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor

Engineer

Bond Counsel

Estrada Hinojosa & Company, Inc. 1717 Main Street, Suite 4700 Dallas, Texas 75201 Mr. Dave Gordon Dgordon@ehmuni.com (214) 658.1670	RPS 2777 North Stemmons Fwy, Suite 1102 Dallas, Texas 75207 Mr. Wayne Hunter P.E. Wayne.Hunter@rpsgroup.com (214) 951.0807	Bracewell & Giuliani LLP 1445 Ross Ave., Suite 3800 Dallas, Texas 75202 Ms. Julie Partain Julie.Partain@bgllp.com (214) 758.1606
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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

Resolution No. _____

A resolution requesting designation as a management agency for wastewater collection and treatment within its territorial limits

WHEREAS, the City of Arlington has the authority to design, construct, operate, and maintain wastewater collection and treatment facilities; to raise revenues and assess appropriate charges to assure that each participating party pays its appropriate share of sewerage system costs; to accept or refuse to accept any wastes from any participating party; to accept and utilize grants or other funds from any source for wastewater management purposes; and, to carry out appropriate portions of an area wide water quality management plan; NOW THEREFORE

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

I.

That the City seeks designation as a management agency for wastewater collection and treatment within its city limits in accordance with the requirements of Section 208 of the Federal Water Pollution Control Act, as amended. Attached as "Exhibit A" hereto, and incorporated for all purposes herein, is a map of the city limits of the City for which designation is hereby requested.

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

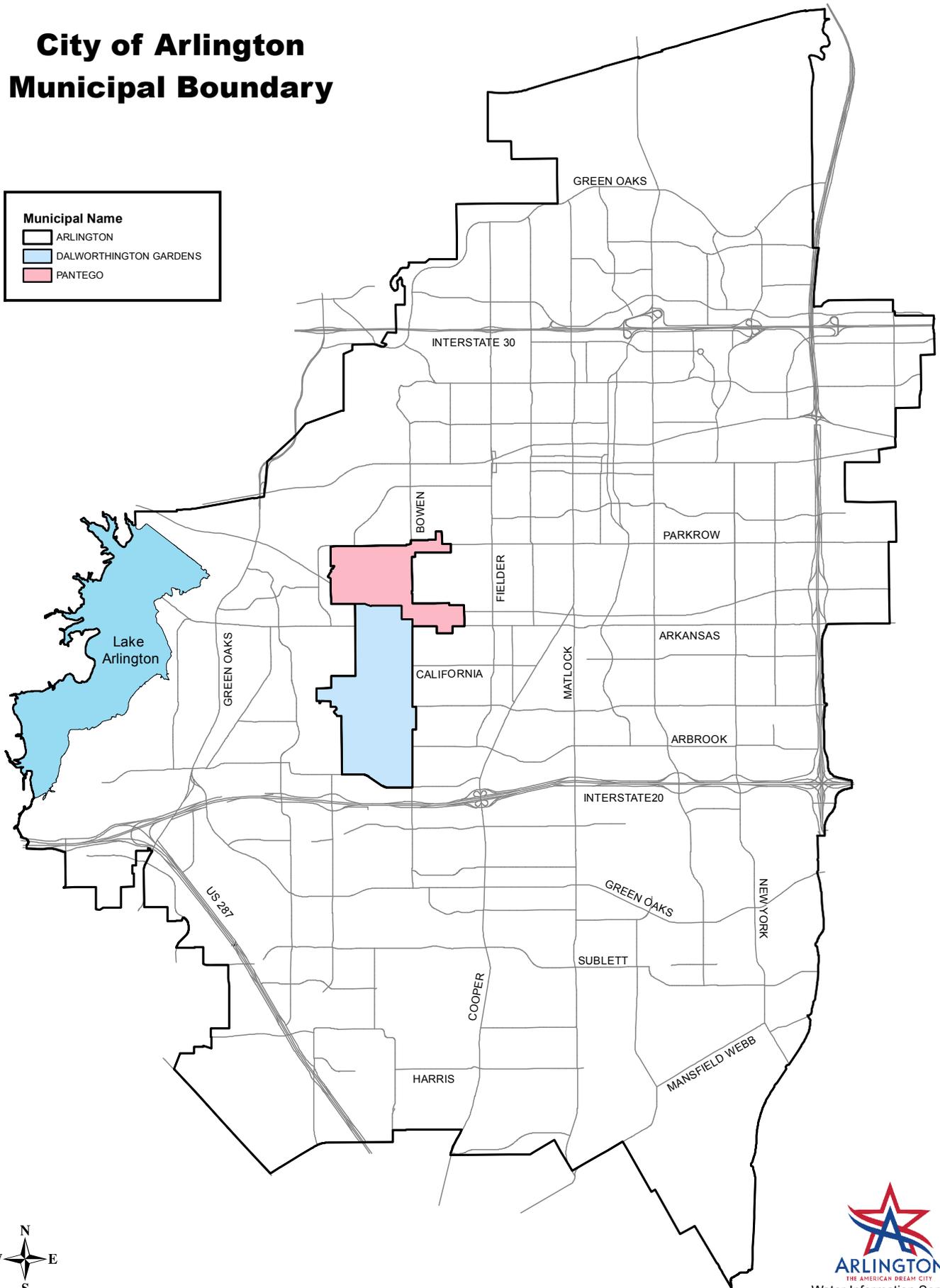
APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY Eddie Martin

EXHIBIT A
(Map of Territorial Limits of the City of Arlington)

City of Arlington Municipal Boundary

Municipal Name	
	ARLINGTON
	DALWORTHINGTON GARDENS
	PANTEGO





Staff Report

RESOLUTION OF THE CITY OF ARLINGTON, TEXAS AUTHORIZING THE DEFEASANCE AND REDEMPTION OF CERTAIN OUTSTANDING BONDS; APPROVING AND AUTHORIZING ONE OR MORE ESCROW AGREEMENTS AND RESOLVING OTHER MATTERS RELATING THERETO

City Council Meeting Date: 09-06-2016 | Documents Being Considered: Resolution

RECOMMENDATION

Approve a Resolution authorizing that all or a portion of the outstanding 2008 and 2009 Special Tax Revenue Bonds shall be designated as Defeased Bonds in a City Instruction Letter executed under this resolution from time to time and shall be defeased to their redemption dates pursuant to this Resolution and a City Instruction Letter.

PRIOR BOARD OR COUNCIL ACTION

On July 29, 2008, City Council passed an Ordinance approving the sale of Special Tax Revenue Bonds 2008. Also on March 24, 2009, City Council passed an Ordinance approving the sale of Special Tax Revenue Bonds 2009.

ANALYSIS

The Resolution will allow the City to defease outstanding bonds as it collects excess revenues prior to the call date of the bonds. By defeasing the bonds, the City will reduce the amount owed on bonds on the City's ledger. The current amount outstanding is \$175 million. The initial estimated defeasance is \$20 million by the end of FY16. Thereafter, the City plans on monthly defeasance as excess revenues are collected. The Resolution is in effect for six months, at which time Council, if it so chooses, will have the ability to approve for another six months.

FINANCIAL IMPACT

This issuance will have no effect on the tax rate. The amount of interest owed on the outstanding debt will be reduced.

ADDITIONAL INFORMATION

Attached:	Resolution
	Defeasance Escrow Agreement
Under separate cover:	None
Available in the City Secretary's office:	None

STAFF CONTACT(S)

Mike Finley
Director, Financial and CFO
817-459-6345
Mike.Finley@arlingtontx.gov

Ethan Klos
Treasurer
817-459-6303
Ethan.Klos@arlingtontx.gov

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF ARLINGTON, TEXAS
AUTHORIZING THE DEFEASANCE AND REDEMPTION OF
CERTAIN OUTSTANDING BONDS; APPROVING AND
AUTHORIZING ONE OR MORE ESCROW AGREEMENTS
AND RESOLVING OTHER MATTERS RELATING THERETO

WHEREAS, the City of Arlington, Texas (the “City”) has previously issued and there are presently outstanding certain special tax revenue bonds of the City described on Schedule I attached hereto and incorporated herein by reference for all purposes (collectively, the “Defeased Bond Candidates”); and

WHEREAS, it is intended that all or a portion of the Defeased Bond Candidates shall be designated as Defeased Bonds (as hereinafter defined) in a City Instruction Letter (as hereinafter defined) executed under this resolution from time to time and shall be defeased to their redemption dates pursuant to this Resolution and the City Instruction Letter; and

WHEREAS, pursuant to Chapter 1207, Texas Government Code, as amended, the City is authorized to deposit funds to defease the Defeased Bonds, by depositing funds with an entity qualified under Chapter 1207 to act as escrow agent; and

WHEREAS, as an entity qualified under Chapter 1207 to act as escrow agent for the Defeased Bonds, the City desires to appoint Wells Fargo Bank, N.A. as an Escrow Agent pursuant to the terms of an Escrow Agreement by and between the City and Wells Fargo Bank, N.A.; and

WHEREAS, Chapter 1207 provides that, by depositing funds in an amount sufficient to provide for the payment of principal of and interest on or redemption price of the Defeased Bonds with the Escrow Agent for deposit to an Escrow Fund held pursuant to the Escrow Agreement, such deposit, which is irrevocable, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Defeased Bonds; and

WHEREAS, the City desires to provide for the defeasance of the Defeased Bonds from time to time from Pledged Revenues available under the ordinances authorizing the Defeased Bonds, and pursuant to Chapter 1207, desires to delegate the selection and defeasance of the Defeased Bonds to an authorized officer of the City; and

WHEREAS, upon the deposit of funds to the Escrow Fund along with any Securities purchased therewith (as set forth in the Escrow Agreement), the Defeased Bonds shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such Escrow Agreement, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the ordinances authorizing the issuance of the Defeased Bonds, shall be, with respect to the Defeased Bonds, discharged, terminated and defeased; and

WHEREAS, the City desires to authorize the execution of one or more escrow agreements and/or a deposit agreements in order to provide for the deposit of lawfully available funds to pay the defeasance costs of the Defeased Bonds; and

WHEREAS, the meeting at which this Resolution is considered is open to the public as required by law, and public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; and

WHEREAS, it is hereby found and determined that the defeasance contemplated in this Resolution will be in the best interests of the City;

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

Section 1. The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

Section 2. Definitions:

“Authorized Officer” means the Director of Finance of the City.

“City Instruction Letter” means one or more letters, executed from time to time, by the Director of Finance of the City, directing the transfer and deposit of funds and the defeasance of the Defeased Bonds selected from the Defeased Bond Candidates.

“Defeased Bonds” means the bonds selected for defeasance from time to time by the Authorized Officer from the list of Defeased Bond Candidates attached hereto as Schedule I.

“Escrow Agent” means the Wells Fargo, N.A..

“Escrow Agreement” means one or more escrow agreements by and between the City and the Escrow Agent relating to the Defeased Bonds.

“Escrow Fund” means the funds established by each Escrow Agreement to hold cash and securities for the payment of the Defeased Bonds.

“Securities” means (1) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States; (2) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of hereof, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent.

Section 3. The Authorized Officer is hereby authorized to act on behalf of the City Council in selecting the Defeased Bonds from time to time from the Defeased Bond Candidates and to carry out the other procedures necessary to accomplish the defeasance of the Defeased Bonds as selected from time to time, including the delivery of one or more City Instruction Letters to the Trustee or paying agent/registrar for the Defeased Bonds, and the Escrow Agent.

Section 4. Funds in amounts sufficient to defease the Defeased Bonds selected from time to time by the Authorized Officer, and any Securities purchased therewith, shall be transferred to the Escrow Agent, pursuant to a City Instruction Letter, from excess Pledged Revenues deposited in the Tax Exempt Surplus Debt Redemption Subaccount, and irrevocably deposited to an Escrow Fund to provide for the defeasance and final payment when due of the principal of and interest on the Defeased Bonds as identified a City Instruction Letter. Upon such deposits to an Escrow Fund, the Defeased Bonds shall no longer be regarded as being outstanding, except for the purpose of being paid from funds on deposit in the Escrow Fund, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the ordinances authorized the issuance of the Defeased Bonds shall be, with respect to the Defeased Bonds, discharged, terminated and defeased. The final amount of the funds to be applied to the defeasance of Defeased Bonds selected from time to time shall be determined jointly by the City's Director of Finance and the City's Financial Advisor. Provided, however, that no defeasances shall occur unless the Director of Finance has determined that sufficient pledged revenues remain available for the payment of debt service in the current bond year for the outstanding special tax revenue bonds containing a pledge of the special tax revenues.

Section 5. Wells Fargo, N.A., is hereby appointed as Escrow Agent for the Defeased Bonds to act pursuant to the term of one or more Escrow Agreements between the City and the Escrow Agent, the form, terms and provisions of such Escrow Agreements as presented at this meeting being hereby authorized and approved. The City Manager or the Director of Finance is hereby authorized and directed to execute and deliver one or more Escrow Agreements with such changes as he may approve.

Section 6. The Defeased Bonds shall be paid on their respective stated maturity dates or redemption dates, as set forth in a City Instruction Letter. Any Defeased Bonds to be redeemed prior to the stated maturity date are hereby called for redemption on the redemption date specified for such Defeased Bonds in a City Instruction Letter. Notice of Defeasance and Notice of Redemption shall be given to the owners of the Defeased Bonds by the Paying Agent/Registrar for the Defeased Bonds in the manner specified in the respective ordinances authorizing the issuance thereof and filed in accordance with the Securities and Exchange Commission Rule 15c2-12.

Section 7. The appropriate officers of the City and the City's Financial Advisors are hereby authorized and directed to make necessary arrangements for the purchase of any Securities referenced in each Escrow Agreement, as may be necessary for the Escrow Funds, and the application for the acquisition of the Securities is hereby approved and authorized. The use of Grant Thornton, Certified Public Accountants, or such another certified public accountant as designated by the City as verification agent with respect to each defeasance, is hereby approved and authorized.

Section 8. The City Secretary is hereby authorized to cause notice of redemption and defeasance to be given to the paying agent/registrar for the Defeased Bonds by delivery of a certified copy of this Resolution. Upon deposit of funds by the City into the Escrow Funds pursuant to notification by the City, the paying agent/registrar for the Defeased Bonds is hereby authorized and directed to give notice of defeasance with respect to the Defeased Bonds, as well

as notice of redemption, as applicable, with respect to the Defeased Bonds, as required under the ordinances pursuant to which the Defeased Bonds were issued.

Section 9. The City's Financial Advisors, Bond Counsel and staff are hereby authorized and directed to take any and all action and execute such certificates, instruction letters or agreements as may be required to carry out the purposes of this ordinance. City staff is hereby authorized and directed to approve payment of the costs associated with the defeasance upon presentation of invoices for such costs, including verification agent fees, escrow agent fees, bond counsel fees and opinion fees.

Section 10. The authority granted to the Authorized Officer under this Resolution shall expire on a date 180 days from the date of this Resolution, unless otherwise extended by the City Council by separate action.

PASSED AND ADOPTED THIS ____ day of September, 2016.

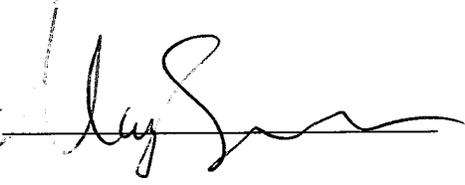
[Signature pages follows]

W. JEFF WILLIAMS
Mayor, City of Arlington, Texas

ATTEST:

MARY SUPINO
City Secretary, City of Arlington, Texas

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY 

SCHEDULE I

Defeased Bond Candidates

The Authorized Officer may select the specific maturities and series of bonds constituting the Refunded Bonds from the following series of the City's outstanding bonds:

\$112,185,000 City of Arlington, Texas Dallas Cowboys Complex Special Obligations, Special Tax Revenue Bonds, Series 2008

\$62,820,000 City of Arlington, Texas Dallas Cowboys Complex Special Obligations, Special Tax Revenue Bonds, Series 2009

ESCROW AGREEMENT

BETWEEN

CITY OF ARLINGTON, TEXAS

AND

WELLS FARGO BANK, N.A.

PERTAINING TO

DEFEASANCE OF A PORTION OF THE:

CITY OF ARLINGTON, TEXAS DALLAS COWBOYS COMPLEX SPECIAL
OBLIGATIONS, SPECIAL TAX REVENUE BONDS, SERIES 2008

CITY OF ARLINGTON, TEXAS DALLAS COWBOYS COMPLEX SPECIAL
OBLIGATIONS, SPECIAL TAX REVENUE BONDS, SERIES 2009

_____, 2016

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ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of _____, 2016 (herein, together with any amendments or supplements hereto, called the "Agreement"), entered into by and between CITY OF ARLINGTON, TEXAS (the "City"), and WALLS FARGO BANK, N.A., a national banking association, as escrow agent (herein, together with any successor in such capacity, called the "Escrow Agent").

WITNESSETH:

WHEREAS, the City has heretofore issued and there presently remain outstanding the bonds (the "Defeased Bonds") of the City listed and described on Exhibit A, attached hereto and the City now wishes to defease and redeem the Defeased Bonds; and

WHEREAS, when firm banking arrangements have been made for the payment of principal and interest to the maturity dates or redemption dates of the Defeased Bonds, then the Defeased Bonds shall no longer be regarded as outstanding except for the purpose of receiving payment from the funds provided for such purpose;

WHEREAS, Chapter 1207, Texas Government Code, as amended ("Chapter 1207"), authorizes the City to deposit funds to defease the Defeased Bonds, directly with a trust company or commercial bank that does not act as a depository for the City, and such deposit, if made before such payment dates and in sufficient amounts, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Defeased Bonds;

WHEREAS, Chapter 1207 further authorizes the City to enter into an escrow agreement with any such paying agent with respect to the safekeeping, investment, administration and disposition of any such deposit, upon such terms and conditions as the City and such paying agent may agree, provided that such deposits may be invested only in obligations permitted under Chapter 1207, and which shall mature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment of principal and interest on the Defeased Bonds when due;

WHEREAS, the Escrow Agent is a trust company or commercial bank that does not act as a depository for the City and this Agreement constitutes an escrow agreement of the kind authorized and required by Chapter 1207;

WHEREAS, Chapter 1207 makes it the duty of the Escrow Agent to comply with the terms of this Agreement and timely make available to the other places of payment, if any, for the Defeased Bonds the amounts required to provide for the payment of the principal of and interest on such obligations when due, and in accordance with their terms, but solely from the funds, in the manner, and to the extent provided in this Agreement;

WHEREAS, the City wishes to deposit with the Escrow Agent from lawfully available funds from the sale of land, to provide cash and securities in an amount which, together with investment earnings thereon, is sufficient to defease the Defeased Bonds to their respective redemption dates and maturity dates as set forth in Exhibit A hereto and to cause such Defeased Bonds to cease to be outstanding.

WHEREAS, the City desires that the deposit of lawfully available funds shall be applied to purchase certain “Securities” (as herein defined) for deposit to the credit of the Escrow Fund (as defined herein) created pursuant to the terms of this Agreement and to establish a beginning cash balance (if needed) in such Escrow Fund;

WHEREAS, the Securities shall mature and the interest thereon shall be payable at such times and in such amounts as will provide moneys which, together with cash balances from time to time on deposit in the Escrow Fund, will be sufficient to pay the interest on the Defeased Bonds as it accrues and becomes payable and the principal of the Defeased Bonds on their maturity dates or redemption dates;

WHEREAS, to facilitate the receipt and transfer of proceeds of the Securities the City desires to establish the Escrow Fund at the designated office of the Escrow Agent; and

WHEREAS, the Escrow Agent is a party to this Agreement and hereby acknowledges its acceptance of the terms and provisions hereof;

NOW, THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, the sufficiency of which hereby is acknowledged, and to secure the full and timely payment of principal of and the interest on the Defeased Bonds, the City and the Escrow Agent mutually undertake, promise, and agree for themselves and their respective representatives and successors, as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01. Definitions. Unless the context clearly indicates otherwise, the following terms shall have the meanings assigned to them below when they are used in this Agreement:

“Beginning Cash Balance” means the funds described in Exhibit C attached to this Agreement.

“City Instruction Letter” means one or more letters, executed from time to time, by the Director of Finance of the City, directing the transfer and deposit of funds and the defeasance of the Defeased Bonds.

“Code” means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions thereunder.

“Defeased Bonds” means the bonds selected for defeasance as set forth in a City Instruction Letter.

“Escrow Fund” means the escrow created in Section 3.01 of this Agreement to be administered by the Escrow Agent pursuant to the provisions of this Agreement.

“Resolution” refers to the resolution approved by the City Council of the City of Arlington, Texas authorizing the defeasance and redemption of the Defeased Bonds, dated September __, 2016.

“Securities” means (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the City adopted or approved the proceedings authorizing the issuance of the Bonds, were rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the City adopted or approved the proceedings authorizing the issuance of the Bonds, were rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; in each case that mature and/or bear interest payable at such times and in such amounts sufficient without reinvestment to provide for the scheduled payment of the principal of and interest on the Defeased Bonds. Investments in mutual funds and unit investment trusts are prohibited.

“Verification Report” means the report prepared by Grant Thornton LLP, Certified Public Accountants, in connection with the defeasance and redemption of the Defeased Bonds, verifying the sufficiency of deposits and the accuracy of certain mathematical computations.

Section 1.02. Other Definitions. The terms “Agreement,” “City,” “Escrow Agent,” “Defeased Bonds,” and “Bonds,” when they are used in this Agreement, shall have the meanings assigned to them in the preamble to this Agreement.

Section 1.03. Interpretations. The titles and headings of the articles and sections of this Agreement have been inserted for convenience and reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the refunding and defeasance of the Defeased Bonds in accordance with applicable law.

ARTICLE II

DEPOSIT OF FUNDS AND ELIGIBLE SECURITIES

Section 2.01. Deposits in the Escrow Fund. Upon the receipt of the City Instruction Letter to the Escrow Agent of its intent to deposit funds on a date certain, the City shall deposit, or cause to be deposited, with the Escrow Agent, for deposit in the Escrow Fund, the Beginning Cash Balance and the Securities described in Exhibit C attached hereto and incorporated by reference as a part of this Agreement for all purposes. The Escrow Agent shall, upon the receipt thereof, acknowledge such receipt to the City in writing.

ARTICLE III

CREATION AND OPERATION OF ESCROW FUND

Section 3.01. Escrow Fund. The Escrow Agent hereby creates on its books a special trust and irrevocable escrow fund to be known as City of Arlington, Texas, Cowboys Complex Bond Defeasance Escrow Fund No.1 (the “Escrow Fund”) for the purpose of paying the principal of and interest on the Defeased Bonds, as described in Exhibit A, in order to make firm banking arrangements therefor. The Escrow Agent hereby agrees that upon receipt thereof it will deposit to the credit of the Escrow Fund the Beginning Cash Balance and the Securities described in Exhibit C attached hereto. Such deposit, all proceeds therefrom, and all cash balances from time to time on deposit therein (i) shall be the property of the Escrow Fund, (ii) shall be applied only in strict conformity with the terms and conditions of this Agreement, and (iii) to the extent needed to pay the principal and interest requirements on the Defeased Bonds, are hereby irrevocably pledged to the payment of the principal of and interest on the Defeased Bonds, which payment shall be made by timely transfers of such amounts at such times as are provided for in Section 3.02 hereof. When the final transfers have been made for the payment of such principal of and interest on the Defeased Bonds, any balance then remaining in the Escrow Fund shall be transferred to the City.

Section 3.02. Payment of Principal and Interest. The Escrow Agent is hereby irrevocably instructed to transfer, from the cash balances from time to time on deposit in the Escrow Fund, the amounts required to pay the principal of the Defeased Bonds at their respective maturity date or dates as of which such Defeased Bonds have been called for earlier redemption, and interest thereon when due, in the amounts and at the times shown in Exhibit B attached hereto.

Section 3.03. Sufficiency of Escrow Fund. The City represents, based on the Verification Report, that the successive receipts of the principal of and interest on the Securities will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide moneys for transfer to each place of payment for the Defeased Bonds, at the times and in the amounts required to pay the interest on the Defeased Bonds as such interest comes due and the principal of the Defeased Bonds as such principal comes due, all as more fully set forth in Exhibit D attached hereto. Notice of any such insufficiency shall be given promptly as hereinafter provided, but the Escrow Agent shall not in any manner be responsible for any insufficiency of funds in the Escrow Fund or the City’s failure to make additional deposits thereto.

Section 3.04. Trust Funds. The Escrow Agent shall hold at all times the Escrow Fund, the Securities and all other assets of the Escrow Fund wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall not allow the Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Securities and other assets of the Escrow Fund shall always be maintained by the Escrow Agent as trust funds for the benefit of the owners of the Defeased Bonds, and a special account thereof shall at all times be maintained on the books of the Escrow Agent. The owners of the Defeased Bonds shall be entitled to a preferred claim and first lien upon the Securities, the proceeds

thereof, and all other assets of the Escrow Fund. The amounts received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the City, and the Escrow Agent shall have no right or title with respect thereto except as a trustee and Escrow Agent under the terms of this Agreement. The amounts received by the Escrow Agent under this Agreement shall not be subject to warrants, drafts or checks drawn by the City or, except to the extent expressly herein provided, by a place of payment for the Defeased Bonds.

Section 3.05. Security for Cash Balances. Cash balances from time to time on deposit in the Escrow Fund shall, be collateralized as required by Chapter 2257, Texas Government Code, as amended.

ARTICLE IV

SUBSTITUTION OF SECURITIES

Section 4.01. In General. Except as provided in Section 4.03 hereof, the Escrow Agent shall not have any power or duty to make substitutions for the Securities described in Exhibit C hereto, or to sell, transfer, or otherwise dispose of such Securities.

Section 4.02. Substitution of Securities. (a) At the written request of the City, and upon compliance with the conditions hereinafter stated, the Escrow Agent shall sell, transfer, otherwise dispose of or request the redemption of all or any portion of the Securities and apply the proceeds therefrom to purchase Defeased Bonds or other Securities. Any such transaction may be effected by the Escrow Agent only if (A) the Escrow Agent shall have received a written opinion from a firm of independent certified public accountants that such transaction will not cause the amount of money and securities in the Escrow Fund to be reduced below an amount which will be sufficient, when added to the interest to accrue thereon and assuming a zero percent reinvestment rate, to provide for the payment of principal of and interest on the remaining Defeased Bonds as they become due, and (B) the Escrow Agent shall have received the unqualified written legal opinion of nationally recognized bond counsel or tax counsel acceptable to the City and the Escrow Agent to the effect that (1) such transaction will not adversely affect the tax-exempt status of the Defeased Bonds, and (2) that such transaction complies with the Constitution and laws of the State of Texas.

(b) The foregoing provisions of substitution notwithstanding, the Escrow Agent shall be under no obligation to effect the substitution of the Securities in the manner contemplated by Subsection 4.02(a) if the City fails to deliver or cause to be delivered to the Escrow Agent no later than three Business Days prior to the proposed date such substitution is to be effected a written certificate setting forth in reasonable detail the maturity dates and maturity amounts of the Securities to be substituted and the proposed date such substitution is to occur.

Section 4.03. Allocation of Certain Securities. The maturing principal of and interest on the Securities may be applied to the payment of any Defeased Bonds and no allocation or segregation of the receipts of principal or interest from such Securities is required.

Section 4.04. Arbitrage. The City hereby covenants and agrees that it shall not request the Escrow Agent to exercise any power hereunder or permit any part of the money in the

Escrow Fund or proceeds from the sale of Securities to be used directly or indirectly to acquire any securities or obligations if the exercise of such power or the acquisition of such securities or obligations would cause any Defeased Bonds to be an “arbitrage bond” within the meaning of Section 148 of the Code.

ARTICLE V

APPLICATION OF CASH BALANCES

Section 5.01. In General. Except as provided in Sections 5.02 and 5.03 hereof, neither the City nor the Escrow Agent shall reinvest any moneys deposited to or held as part of the Escrow Fund.

Section 5.02. Reinvestment in SLGS. Cash balances in the Escrow Fund shall be reinvested as set forth on Exhibit E attached hereto.

Section 5.03. Reinvestment of Cash Balances. At the written request of the City, and upon compliance with the conditions hereinafter stated, the Escrow Agent shall permit or cause the reinvestment of cash balances in the Escrow Fund, pending the use thereof to pay when due the principal of and interest on the Defeased Bonds, in Securities which obligations must mature on or before the respective dates needed for payment of the Defeased Bonds. Any such modification must include (a) an opinion of nationally recognized bond counsel that such transaction does not adversely affect the tax-exempt nature of the Defeased Bonds and complies with the Constitution and laws of the State of Texas and (b) a verification report by a firm of independent certified public accountants verifying the sufficiency of the Escrow Fund and the yield on the investment thereof.

ARTICLE VI

RECORDS, REPORTS AND NOTICES

Section 6.01. Records. The Escrow Agent will keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations, and application of the money and Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the City and the owners of the Defeased Bonds.

Section 6.02. Reports. While this Agreement remains in effect, the Escrow Agent at least annually shall prepare and send to the City a trust statement summarizing all transactions relating to the respective Escrow Fund during the preceding year, including, without limitation, credits to the respective Escrow Fund as a result of interest payments on or maturities of the Securities and transfers from the respective Escrow Fund for payments on the Defeased Bonds or otherwise, together with a detailed statement of all Securities and the cash balance on deposit in the Escrow Fund as of the end of such period.

ARTICLE VII

CONCERNING THE PAYING AGENT AND ESCROW AGENT

Section 7.01. Representations. The Escrow Agent hereby represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it herein, and that it will carry out all of its obligations hereunder.

Section 7.02. Limitation on Liability. The liability of the Escrow Agent to transfer funds for the payment of the principal of and interest on the Defeased Bonds shall be limited to the proceeds of the Securities and the cash balances from time to time on deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, neither the Escrow Agent nor any place of payment for the Defeased Bonds shall have any liability whatsoever for the insufficiency of funds from time to time in the Escrow Fund or any failure of the obligors of the Securities to make timely payment thereon, except for the obligation to notify the City promptly of any such occurrence.

The recitals herein and in the proceedings authorizing the redemption and defeasance of the Defeased Bonds shall be taken as the statements of the City and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent. The Escrow Agent is not a party to the proceedings authorizing the Defeased Bonds and is not responsible for nor bound by any of the provisions thereof (except as a place of payment or a paying agent/registrar therefor). In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Agreement.

The Escrow Agent makes no representations as to the value, conditions or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the City thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall not incur any liability or responsibility in respect to any of such matters.

It is the intention of the parties hereto that the Escrow Agent shall not be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

The Escrow Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Escrow Agent be responsible for the consequences of any error of judgment; and the Escrow Agent shall not be answerable for any loss unless the same shall have been through its negligence or willful misconduct.

Unless it is specifically otherwise provided herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the City with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund, to dispose of and deliver the same in accordance with this Agreement. If, however, the Escrow Agent is called upon by the terms of this Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, only to

exercise reasonable care and diligence, and in event of error in making such determination the Escrow Agent shall be liable only for its own willful misconduct or its negligence. In determining the occurrence of any such event or contingency the Escrow Agent may request from the City or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with, among others, the City at any time.

Section 7.03. Compensation.

Concurrently with the sale and delivery of the Bonds, the City shall pay to the Escrow Agent the sum of \$_____ the sufficiency of which is hereby acknowledged by the Escrow Agent to pay its fee for performing the services of Escrow Agent hereunder and for all expenses incurred or to be incurred by it as Escrow Agent in the administration of this Agreement. In the event that the Escrow Agent is requested to perform any extraordinary services hereunder, the City hereby agrees to pay reasonable fees to the Escrow Agent for such extraordinary services and to reimburse the Escrow Agent for all expenses incurred by the Escrow Agent in performing such extraordinary services, and the Escrow Agent hereby agrees to look only to the City for the payment of such fees and reimbursement of such expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services, whether regular or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses.

Section 7.04. Successor Escrow Agents. (a) If at any time the Escrow Agent or its legal successor or successors should become unable, through operation of law or otherwise, to act as Escrow Agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of Escrow Agent hereunder. In such event the City, by appropriate action, promptly shall appoint an Escrow Agent to fill such vacancy. If no successor Escrow Agent shall have been appointed by the City within 60 days, a successor may be appointed by the owners of a majority in principal amount of the Defeased Bonds then outstanding by an instrument or instruments in writing filed with the City, signed by such owners or by their duly authorized attorneys-in-fact. If, in a proper case, no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section within sixty (6) days after a vacancy shall have occurred, the owner of any Defeased Bond or the Escrow Agent may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Escrow Agent.

(b) The Escrow Agent may at any time resign and be discharged from the trust hereby created by giving not less than 60 days' written notice to the City; provided, that, no such resignation shall take effect unless: (i) a successor Escrow Agent shall have been appointed by the owners of the Defeased Bonds or by the City as herein provided; (ii) such successor Escrow Agent shall have accepted such appointment; (iii) the successor Escrow Agent shall have agreed to accept the fees currently in effect for the Escrow; and (iv) the Escrow Agent shall have paid over to the successor Escrow Agent a proportional part of the Escrow Agent's fee hereunder. Such resignation shall take effect immediately upon compliance with the foregoing requirements.

(c) Any successor Escrow Agent shall be: (i) a corporation organized and doing business under the laws of the United States or the State of Texas; (ii) authorized under such laws to exercise corporate trust powers; (iii) have its principal office and place of business in the State of Texas; (iv) have a combined capital and surplus of at least \$5,000,000; (v) subject to the supervision of or examination by Federal or State authority and (vi) qualified to serve as Escrow Agent under the provisions of Chapter 1207.

(d) Any successor Escrow Agent shall execute, acknowledge and deliver to the City and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor Escrow Agent, subject to the terms of this Agreement, all the rights, powers and trusts of the Escrow Agent hereunder. Upon the request of any such successor Escrow Agent, the City shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such rights, powers and duties. The Escrow Agent shall pay over to its successor Escrow Agent a proportional part of the Escrow Agent's fee hereunder.

ARTICLE VIII

ACKNOWLEDGMENT OF RECEIPT OF NOTICE

Section 8.01 Acknowledgment of Receipt of Notice of Redemption. The Escrow Agent, as paying agent/registrar for the City of Arlington, Texas Dallas Cowboys Complex Special Obligations, Special Tax Revenue Bonds, Series 2008 and City of Arlington, Texas Dallas Cowboys Complex Special Obligations, Special Tax Revenue Bonds, Series 2009, by its execution of this Escrow Agreement, hereby acknowledges receipt of the Resolution authorizing the redemption and defeasance of the Defeased Bonds, the receipt of such Resolution constituting written notice of redemption and defeasance of such Defeased Bonds, as described on Exhibit A hereto. The Escrow Agent hereby agrees to provide or cause to be provided to the registered owners of the Defeased Bonds notice of deposit and defeasance and notice of redemption as required by the ordinances authorizing the issuance thereof.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Notice. Any notice, authorization, request, or demand required or permitted to be given hereunder, shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid, addressed as follows:

To the Escrow Agent:

Wells Fargo Bank, N.A.

Dallas, Texas 75254

Attention: Corporate Trust Services

To the City: City of Arlington
201 West Abram, Suite 800
Arlington, Texas 76010
Attention: Treasury Manager

To the Rating Agencies: Moody's Investors Service, Inc.
600 N. Pearl Street
Suite 2165
Dallas, Texas 75201
Attention: Public Finance Department

Standard & Poor's Financial Services LLC,
a subsidiary of The McGraw-Hill Companies, Inc.
55 Water Street
New York, New York 10041

The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery.

Either party hereto may change the address to which notices are to be delivered by giving to the other party not less than ten (10) days prior notice thereof.

Section 9.02. Termination of Responsibilities. Upon the taking of all the actions as described herein by the Escrow Agent, the Escrow Agent shall have no further obligations or responsibilities hereunder to the City, the owners of the Defeased Bonds or to any other person or persons in connection with this Agreement.

Section 9.03. Binding Agreement. This Agreement shall be binding upon the City and the Escrow Agent and their respective successors and legal representatives, and shall inure solely to the benefit of the owners of the Defeased Bonds, the City, the Escrow Agent and their respective successors and legal representatives.

Section 9.04. Severability. In case any one or more of the provisions contained in this Agreement 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 provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. In the event any one or more provisions hereof are held to be invalid, illegal or unenforceable the City shall promptly notify each of the rating agencies then maintaining a rating on the Defeased Bonds.

Section 9.05. Governing Law. This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas.

Section 9.06. Time of the Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Agreement.

Section 9.07. Effective Date of Agreement. This Agreement shall be effective upon receipt by the Escrow Agent of the funds described in Exhibit C attached hereto and the Eligible

Securities, together with the specific sums stated in subsections (a) and (b) of Section 7.03 for Escrow Agent and paying agency fees, expenses, and services.

Section 9.08. Modification of Agreement. This Agreement shall be binding upon the City and the Escrow Agent and their respective successors and legal representatives and shall inure solely to the benefit of the holders of the Defeased Bonds, the City, the Escrow Agent and their respective successors and legal representatives. Furthermore, no alteration, amendment or modification of any provision of this Agreement (A) shall alter the firm financial arrangements made for the payment of the Defeased Bonds or (B) shall be effective unless (a) prior written consent of such alteration, amendment or modification shall have been obtained from the holders of all Defeased Bonds outstanding at the time of such alteration, amendment or modification and (b) such alteration, amendment or modification is in writing and signed by the parties hereto; provided, however, the City and the Escrow Agent may, without the consent of holders of the Defeased Bonds, amend or modify the terms and provisions of this Agreement to cure in a manner not adverse to the holders of the Defeased Bonds any ambiguity, formal defect or omission in this Agreement. Prior notice of any such modification shall be given to each rating agency then maintaining a rating on the Defeased Bonds.

Section 9.09. Indemnification. To the extent permitted by law, the City agrees to indemnify the Escrow Agent, its officers, directors, employees and agents for, and hold them harmless against, any loss, liability, or expense incurred without negligence or bad faith on their part arising out of or in connection with its acceptance or administration of the Escrow Agent's duties under this Agreement, including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

[Execution Page Follows]

IN WITNESS WHEREOF, this Escrow Agreement has been executed in multiple counterparts, each one of which shall constitute one and the same original Agreement, as of the date and year appearing on the first page of this Agreement.

CITY OF ARLINGTON, TEXAS

By: _____
Authorized Officer

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney, City of Arlington

WELLS FARGO BANK, N.A.

By: _____

Name: _____

Title: _____

INDEX TO EXHIBITS

<u>Exhibit A</u>	Description of the Defeased Bonds
<u>Exhibit B</u>	Schedule of Debt Service on Defeased Bonds
<u>Exhibit C</u>	Description of Beginning Cash Balance and Securities
<u>Exhibit D</u>	Escrow Fund Cash Flow
<u>Exhibit E</u>	Reinvestments in Zero Interest Rate SLGS

EXHIBIT A

DESCRIPTION OF THE DEFEASED BONDS

EXHIBIT B

SCHEDULE OF DEBT SERVICE ON DEFEASED BONDS

See Attached

EXHIBIT C

DESCRIPTION OF BEGINNING CASH BALANCES AND SECURITIES

I. Cash

\$_____

II. State and Local Government Series Obligations

None

III. Open Market Securities

\$_____

(See attached schedules)

EXHIBIT D

ESCROW FUND CASH FLOW

See attached.

EXHIBIT E

REINVESTMENTS IN ZERO INTEREST RATE SLGS

None.

Staff Report



Fee Authorization for Community Development and Planning Department, and for Public Works and Transportation Department	
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City Council Meeting Date: 9-6-16	Document Being Considered: Resolution
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RECOMMENDATION

Approve a resolution authorizing adjustments to certain fees relative to costs incurred by the Community Development and Planning Department and the Public Works and Transportation Department.

PRIOR BOARD OR COUNCIL ACTION

Since 2009, the Mayor and City Council have adopted the following resolutions authorizing adjustments to fees for services provided by the Community Development and Planning Department: Resolution No. 09-274 on September 22, 2009, Resolution No. 09-331 on October 27, 2009, Resolution No. 09-344 on November 3, 2009, Resolution No. 10-016 on January 12, 2010, Resolution No. 10-017 on January 25, 2010, Resolution No. 10-254 on September 14, 2010, Resolution No. 11-001 on January 4, 2011, Resolution No. 11-346 on September 13, 2011, Resolution No. 14-241 on September 16, 2014, and Resolution No. 16-080 on May 10, 2016.

ANALYSIS

The Community Development and Planning Department maintains a consolidated fee resolution for fees administered by the department, such as zoning, platting, building permits, special event parking, gas drilling and production, as well as fees authorized in the Transportation and Administration Chapters of the Code relative to pedicabs and neighborhood electric vehicles and abandonment of rights-of-way and easements.

An adjustment to the Annual Administrative Fee associated with Gas Drilling and Production is required to reflect the amount of costs historically incurred by the City for administering, permitting and inspecting permitted gas wells. Currently, the Annual Administrative Fee is \$2,875.00 per well. Following an analysis of the historical costs for annual permitting and inspections, city staff recommends adjusting the Annual Administrative Fee to \$2,600.00 per well, effective September 7, 2016.

FINANCIAL IMPACT

The accompanying resolution for fee adjustments supports Council's objective of cost recovery of administration, permitting and inspection costs incurred by the City while performing governmental functions.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Maria Sayas Carbajal
Development Coordinator
817-459-661
Maria.carbajal@arlingtontx.gov

Resolution No. _____

A resolution authorizing various fees relative to administration, construction, electrical, electronic scanning, gas drilling and production, health, irrigation, mechanical, municipal setting designation, plumbing, platting, special event parking, transportation, and zoning activities of the City of Arlington, Texas

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

I.

That all previous resolutions setting fees pursuant to the Administration, Construction, Electrical, Gas Drilling and Production, Irrigation, Mechanical, Plumbing, Special Event Parking, and Unified Development Code Chapters; all previous resolutions setting fees related to Municipal Setting Designations pursuant to Article XI of the Water and Sewer Chapter; all previous resolutions setting fees related to Pedicabs and NEVs-for-hire pursuant to the Transportation Chapter; and all previous resolutions related to fees for electronic conversion service pursuant to the General Provisions Chapter, of the Code of the City of Arlington, Texas, 1987, are hereby superseded in their entirety.

II.

ADMINISTRATION

The City of Arlington is hereby authorized to charge and collect the following fees related to abandonment of rights-of-way and easements pursuant to authority contained in the "Administration" Chapter of the Code of the City of Arlington, Texas, 1987:

1. Abandonments

- A. Abandonments by Plat.....\$300.00
- B. Abandonments by Separate Instrument.....\$400.00

III.

CONSTRUCTION

The City of Arlington is hereby authorized to charge and collect the following fees for permits, inspections and other miscellaneous charges relative to construction, pursuant to authority contained in the "Construction" Chapter of the Code of the City of Arlington, Texas, 1987:

1. Building Permit Fees¹

The building permit fee charged to build a new building, to add on to an existing building, to remodel or to alter an existing building shall be based on the declared valuation of the proposed work. The declared valuation shall include the fair market value of the proposed improvements, including the architectural, structural, electrical, plumbing, mechanical work, paving, parking, drive approach, and the contractor’s profit. For one- and two-family dwellings only, the value of \$75.00 per square foot of living area shall be used to determine the valuation (for new construction only) for the purpose of computing permit fees in accordance with Table 1. The Building Official may require the applicant to verify the declared value. The building permit fee shall be calculated based upon figures from Table 1. Any fee listed in this resolution as “based on valuation” means the fee shall be based on the valuation of the proposed improvement in accordance with Table 1.

BUILDING PERMIT FEE TABLE 1

Based on Project Valuation

TOTAL VALUATION OF PROPOSED WORK	PERMIT FEE
\$0 TO \$2,000	\$62.25
more than \$2,000 and up to \$25,000	\$62.25 for the first \$2,000.00 plus \$12.50 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
more than \$25,000 and up to \$50,000	\$349.75 for the first \$25,000.00 plus \$9.00 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
more than \$50,000 and up to \$100,000	\$574.75 for the first \$50,000.00 plus \$6.25 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
more than \$100,000 and up to \$500,000	\$887.25 for the first \$100,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
more than \$500,000 and up to \$1,000,000	\$2,887.25 for the first \$500,000.00 plus \$4.25 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
more than \$1,000,000	\$5,012.25 for the first \$1,000,000.00 plus \$2.75 for each additional \$1,000.00, or fraction thereof.

2. Plan Review Fee¹

A non-refundable plan review fee shall be assessed to all commercial and multi-family building (three or more dwelling units in a building) permit applications at the time of submittal. A building permit application is not considered received until the plan review fee has been paid. The plan review fee shall be assessed at 35% of the building permit fee.

A non-refundable plan review fee shall be assessed to all single and two-family building permit applications at the time of submittal. A building permit application is not considered received until the plan review fee has been paid. The plan review fee shall be 35% of the total building permit fee. The plan review fee shall be credited toward the permit fee when issued.

3. Miscellaneous Construction (With a Plan Review Fee)

- A. Public/semi-public swimming pools and spa.....based on valuation
- B. Parking Lotsbased on valuation
(Note: No charge if issued with project building permit)
- C. Fence, Subdivision Screening Wall\$100.00
Plus \$5.00 per lot of location
- D. Roofing replacement for commercial buildingsbased on valuation
- E. Foundation repair for commercial buildings.....based on valuation

4. Miscellaneous Construction (No Plan Review Fee)

- A. Fence, Residential Lot \$25.00/each
- B. Fence, Swimming Pool Barrier.....\$25.00
- C. Fence, Commercial Lot, privacy or security.....\$50.00
- D. Fence, Commercial Lot, screening for outside storage.....\$50.00
- E. Fence, Perimeter Screening Fence.....\$100.00
Plus \$5.00 per lot of location
- F. In-ground Swimming Pool (1 & 2 Family) (Spa included) \$275.00/each
- G. Above-ground Swimming Pool (1 & 2 Family)\$125.00
- H. In-ground Gunit Spa (1 & 2 Family).....\$35.00
- I. Storable Spa (1 & 2 Family)\$25.00
- J. Sidewalk, Curb, Drive Approach.....\$75.00
(Note: No charge if issued with project permit)
- K. Retaining Wallbased on valuation
- L. Temporary Construction Sales Office (residential only)\$75.00
- M. Boat Docks..... based on valuation
- N. After-Hours Inspections
Minimum 2 hours\$150.00
Each additional hour.....\$75.00
Minimum 30 minute increments.....\$37.50

5. One and Two Family Dwellings Only

- A. Portable Storage/Accessory Building 320 s.f. or less \$25.00/each
- B. Permanent Storage/Accessory Building, any size.....based on valuation
- C. Garage, Carport, Porte Cochere, Garageport
 - 1) When permitted with a new residenceno charge, included in base permit fee
 - 2) When not permitted with a new residence.....based on valuation
 - 3) Patio Cover, Screened Porch, Gazebo & Decks

- based on valuation (\$45.00 minimum)
- D. Roofing replacement.....based on valuation
- E. Foundation repairbased on valuation
- 6. **Revisions to Issued Permits**.....\$50.00 per hour
- 7. **Fee for Any Permit Required by the Construction Chapter But Not Elsewhere Specified in this Fee Schedule**.....\$50.00 Minimum, and Building Official may set appropriate fee based on scope of work and/or investigation/plan review to recover the cost of review and inspection.
- 8. Flowage Easement “Encroachment Review Fee” for properties located in the City Limits of Fort Worth abutting Lake Arlington (Retaining Walls)....based on valuation
- 9. **Certificate of Occupancy***

* If applicable, a fire code inspection fee will be collected with the building inspection fee.

A. New Structures

- 1) Certificate of Occupancy other than listed below.....\$80.00
- 2) Built to suit (building constructed for a specific user; full permit)\$0.00
- 3) Speculative shell for future occupancy by one or more tenants; includes meters for parking lot lights and house lights (Certificate of Completion).....\$80.00

B. Existing Structures

- 1) New tenant\$80.00
- 2) Existing business/new owner\$80.00
- 3) Same business owner/new business name\$80.00
- 4) Apartments, Name and/or ownership change/per building (additional fee).....\$6.00
Minimum project fee.....\$80.00
Maximum project fee.....\$230.00
- 5) Mini-warehouses, Name and/ownership change/per building (additional fee).....\$6.00
Minimum project fee.....\$80.00
Maximum project fee.....\$230.00
- 6) Clean & Show (to provide a building/space with temporary utility service for cleaning or presentation to potential tenants; no occupancy permitted).....\$80.00

10. **Business Registration Fees**

When a business registration is to be recorded with the Building Official, the following fees shall be applied:

- A. Initial registration (1 year)..... \$100.00

- B. Initial registration (2 years)..... \$175.00
- C. Registration renewal (1 year)..... \$75.00
- D. Registration renewal (2 years)..... \$125.00
- E. Pro-rated initial.....\$9.00 per month
- F. Pro-rated renewal.....\$6.00 per month

Note: Registrations may be renewed within 90 days of expiration. After 90 days, the registration is considered as an initial registration.

11. Permit Fees – Modular or Pre-fabricated Industrialized Buildings

Based on valuation of work not including the value of the industrialized building

12. Miscellaneous Fees

- A. Administrative processing of requested documents..... \$25.00
- B. Construction of new parking lot requiring plan review
(Landscape plan review additional).....based on valuation
- C. Easement Use Agreement (non-refundable processing fee)..... \$125.00
(NOTE: When EUA is approved, applicant must submit a check made payable to “County Clerk-Tarrant County” in the amount specified by Tarrant County for the number of pages to be filed.)
- D. Hearing before the Building Code Board of Appeals..... \$100.00
- E. Reinspection fee..... \$75.00
- F. Service charge to correct, revise or void submitted permits
or Certificates of Occupancy..... \$50.00
- G. Temporary occupancy of street (90 day max)..... \$30.00
- H. One time extension of permit application..... \$50.00
- I. One time extension of issued permit..... \$50.00
- J. Temporary Outdoor Event Permit.....\$150.00
- K. Temporary Carnival, Circus or Amusement Ride(s).....\$150.00
- L. Early Grading Release.....\$100.00
- M. Excavation/Fill Permit.....\$100.00

13. Moving Permit Fees

For a permit to move a building, structure, or part of a building or structure through, upon or across any sidewalk, street, alley, highway, or other public property of the City, the fee shall be as follows:

- A. When the move is completed in one day:
 - Buildings of less than 300 square feet.....\$125.00
 - Buildings of 300 to 900 square feet.....\$175.00
 - Buildings of more than 900 square feet.....\$250.00

When a building is moved in sections, each section is considered a separate building or structure for the purpose of assessing fees.
- B. When the move requires more than one day upon the City streets, alleys or other public property, there shall be added for each additional day an amount equal to 50 percent of the fee required for the first day.

- C. When a building is proposed to be located within the City, an inspection fee of \$125.00 per hour plus round trip mileage is assessed to inspect the building prior to being moved.

14. Oversize and Overweight Vehicles

For travel within the City of an oversize and/or overweight vehicle (Article XIV, Construction Chapter), the fee shall be as follows:

Single trip.....	\$75.00
Not exceeding 30 days.....	\$150.00
Not exceeding 60 days.....	\$300.00
Not exceeding 90 days.....	\$450.00
Not exceeding one year.....	\$600.00

15. Sign Permit Fees

For a permit to display within the City, the fee shall be as follows:

(NOTE: A change in sign copy or sign face shall constitute a new sign for the purposes of assessment.)

- A. All applications for a sign permit shall be accompanied by a \$60.00 non-refundable deposit. The deposit shall be credited toward the permit fee when issued. If the permit is not issued for any reason, the deposit is forfeited.
- B. Pole signs:
 - less than or equal to 50 s.f.....\$125.00
 - greater than 50 s.f.....\$250.00
- C. Ground signs and Multi-Tenant Ground signs:
 - less than or equal to 50 s.f.....\$125.00
 - greater than 50 s.f.....\$250.00
- D. Onsite/Offsite Development signs.....\$90.00
- E. Menu Board and Awning signs:
 - less than or equal to 50 s.f.....\$125.00
- F. Directory and Directional signs:
 - less than 8 s.f.....\$60.00
- G. Wall signs:.....\$125.00
- H. Temporary Advertising signs\$90.00
- I. Billboard Advertising signs (other than digital).....\$650.00
- J. Digital Billboard Initial fee.....\$1,500.00
- K. Digital Billboard-Annual Inspection.....\$200.00
- L. Supergraphic Signs.....\$600.00
- M. Electronic Message Center Signs Annual Inspection.....\$150.00

16. Demolition Permit Fee

For a permit to demolish, wreck, raze, or dismantle a building or structure within the City, the fee shall be \$100.00 per building.

¹Final calculations shall be carried to the nearest whole dollar. Fractions greater than 0.49 shall be extended upward.

IV.

ELECTRICAL

The City of Arlington is hereby authorized to charge and collect the following fees for constructing, installing, altering, extending, maintaining, repairing, or replacing any electrical wiring pursuant to authority contained in the "Electrical" Chapter of the Code of the City of Arlington, Texas, 1987.

1. Electrical Permit Fee¹

The electrical permit fee charged related to electrical work to build a new building, add on to an existing building, remodel or alter an existing building shall be a no charge permit fee. A no charge permit must be secured prior to commencing work.

2. Miscellaneous Electrical Permit Fees¹

For electrical work that is not associated with a building permit for the construction of a new building, an addition to an existing building, or for the remodeling or alteration of an existing building, fees shall be assessed as follows:

- A. Pools (above and below ground)
 - Spas and Hot-tubs.....No Charge Permit
- B. Reinspection Fee..... \$75.00
- C. Homeowner Exam..... \$25.00
- D. Miscellaneous fees – residential, commercial and industrial. There shall be a base permit fee plus the associated fee(s) as listed:
 - 1) Base permit fee..... \$50.00
 - 2) Temporary pole..... \$15.00
 - 3) Sign Branch circuit (each)..... \$15.00
 - 4) Services and sub panels; new, repair, replace (each):
 - i. Up to and including 200 amps..... \$25.00
 - ii. Over 200 amps and up to and including 400 amps.....\$50.00
 - iii. Over 400 amps..... \$65.00
 - 5) Lights, outlets, fixtures, switches, receptacles (openings) (each):
 - i. Up to and including 100..... \$0.35
 - ii. Over 100..... \$0.30
 - 6) Equipment rated in HP (Motors) (each):
 - i. Up to and including 3 HP..... \$2.00
 - ii. Over 3 HP and up to and including 10 HP.....\$4.00
 - iii. Over 10 HP..... \$6.50
 - 7) Equipment rated in KW (each):
 - i. Up to and including 15 KW..... \$4.00
 - ii. Over 15 KW and up to and including 50 KW.....\$6.50
 - iii. Over 50 KW..... \$13.50
 - 8) Equipment rated in tons (each):

i. Up to and including 5 tons.....	\$4.00
ii. Over 5 tons up to and including 7-1/2 tons.....	\$6.50
iii. Over 7-1/2 tons.....	\$12.50
9) Electrical Vehicle Charging Station 120 – 480 Volt	\$25.00 Each
E. Hearing before the Electrical Board.....	\$100.00
F. After-Hours Inspections	
Minimum 2 hours	\$150.00
Each additional hour.....	\$75.00
Minimum 30 minute increments.....	\$37.50
<u>G. Fee for Any Permit Required by the Electrical Chapter But Not Elsewhere Specified in this Fee Schedule</u>	\$50.00 Minimum, and Building Official may set appropriate fee based on scope of work and/or investigation/plan review to recover the cost of review and inspection.

3. Business Registration Fees

When a business registration is to be recorded with the Building Official, the following fees shall be applied:

A. Initial registration (1 year).....	\$100.00
B. Initial registrations (2 years).....	\$175.00
C. Registration renewal (1 year).....	\$ 75.00
D. Registration renewal (2 years).....	\$125.00
E. Pro-rated initial.....	\$9.00 per month
F. Pro-rated renewal.....	\$6.00 per month

NOTE: Registrations may be renewed within 90 days of expiration. After 90 days, the registration is considered as an initial registration.

¹Final calculations shall be carried to the nearest whole dollar. Fractions greater than 0.49 shall be extended upward.

V.

ELECTRONIC DOCUMENT SCANNING

The City of Arlington is hereby authorized to charge and collect the following fees pursuant to authority contained in the "General Provisions" Chapter of the Code of the City of Arlington, Texas, 1987.

Electronic document conversion (scanning)	
Each Sheet 11”X17” or smaller.....	\$0.25
Each Sheet larger than 11”X17”.....	\$1.00

2. Child Care Center Registrations
 - A. Child Care Worker \$20 every 3 years
 - B. Child Care Worker Duplicate Permit Fee.....\$10
 - C. Child Care Trainerno fee

3. Food Service Establishments
 - A. Application Fee/Plan Review Fee.....\$450
 - B. Change of Ownership\$300
 - C. High Priority Permit Fee (Initial or Annual Renewal).....\$375
 - D. High Priority Master Permit Fee (Initial or Annual Renewal)\$300
 - E. Medium Priority Permit Fee (Initial or Annual Renewal).....\$275
 - F. Medium Priority Master Permit Fee (Initial or Annual Renewal).....\$220
 - G. Low Priority Permit Fee ((Initial or Annual Renewal).....\$250
 - H. Low Priority Master Permit Fee (Initial or Annual Renewal)\$200
 - I. Stationary Pushcart Permit Fee (Initial or Annual Renewal).....\$225
 - J. Stationary Pushcart Master Permit Fee (Initial or Annual Renewal)\$180
 - K. Commissary Permit Fee (Initial or Annual Renewal).....\$275
 - L. Emergency Inspection Fee.....\$250
 - M. Reinspection Fee.....\$150
 - N. Reinstatement Fee.....\$75
 - O. Duplicate Permit Fee.....\$10

4. Food Service Mobile and Temporary
 - A. Annual Festival Mobile (Initial or Annual Renewal)\$450
 - B. Catering Truck Permit Fee (Initial or Annual Renewal)\$225
 - C. Mobile Vending Fee (Cold Trucks) (Initial or Annual Renewal).....\$350
 - D. Mobile Vending Fee (Hot Trucks) (Initial or Annual Renewal)\$450
 - E. Pushcart Permit Fee (Initial or Annual Renewal).....\$300
 - F. Seasonal Market Venue Permit.....\$200
 - G. Temporary Festival Mobile..... \$140 + \$5 per day
 - H. Temporary Permit Fee \$140 + \$5 per day
 - I. Temporary Permit Non-Profit Fee \$100 + \$5 per day
 - J. Remote (off-site) Inspection\$50
 - K. Expedited Permit Fee (late applications submitted <10 days prior to event)\$25
 - L. Duplicate Permit Fee.....\$10

5. Food Service Registrations
 - A. Food Handler Permit Fee \$16 every 2 years
 - B. Registered Certified Food Protection Manager \$25 every 5 years
 - C. Duplicate Permit Fee.....\$10

6. On-Site Sewage Systems
 - A. Installation Permit/Application.....\$250
 - B. Repair Permit\$150
 - C. Real Estate Inspection.....\$125

- 7. Swimming Pool Registrations
 - A. Certified Pool Operator \$20 every 2 years
 - B. Duplicate Permit Fee\$10

VIII.

IRRIGATION

The City of Arlington is hereby authorized to charge and collect the following fees for permits, inspections and other miscellaneous charges relative to construction, pursuant to authority contained in the "Irrigation" Chapter of the Code of the City of Arlington, Texas, 1987:

1. Irrigation Permit Fees¹

Irrigation Permit fee to install a new irrigation system

Potable Water:

- A. For 1- & 2-family structures (residential).....\$100.00
- B. For all others (commercial).....\$150.00

Reclaimed Water:

- A. For 1- & 2-family structures (residential).....\$200.00
- B. For all others (commercial).....\$300.00

Irrigation Permit fee to expand or add additional new head(s) and/or zone(s) to an existing system

Potable Water:

- C. For 1- & 2-family structures (residential).....\$75.00 base fee
 Plus for each zone valve in excess of 2.....\$25.00
 Maximum fee to be \$100.00
- D. For all others (commercial).....\$75.00 base fee
 Plus for each zone valve in excess of 2.....\$25.00
 Maximum fee to be \$150.00

Reclaimed Water:

- C. For 1- & 2-family structures (residential).....\$75.00 base fee
 Plus for each zone valve in excess of 2.....\$50.00
 Maximum fee to be \$200.00
- D. For all others (commercial).....\$75.00 base fee
 Plus for each zone valve in excess of 2.....\$50.00
 Maximum fee to be \$300.00

2. Business Registration Fees¹

When a business registration is to be recorded with the Building Official, the following fees shall be applied:

- A. Initial registration (1 year)..... \$100.00
- B. Initial registration (2 years)..... \$175.00
- C. Registration renewal (1 year)..... \$75.00
- D. Registration renewal (2 years)..... \$125.00
- E. Pro-rated initial..... \$9.00 per month
- F. Pro-rated renewal.....\$6.00 per month

Note: Registrations may be renewed within 90 days of expiration. After 90 days, the registration is considered as an initial registration.

3. **Miscellaneous Fees**¹

- A. Administrative processing of requested documents.....\$25.00
- B. Hearing before the Mechanical & Plumbing Code Board of Appeals.....\$100.00
- C. Reinspection fee.....\$75.00
- D. Service charge to correct, revise or void submitted permits.....\$25.00
- E. One time extension of permit application.....\$50.00
- F. One time extension of issued permit.....\$50.00
- G. After-Hours Inspections
 - Minimum hours.....\$150.00
 - Each additional hour.....\$75.00
 - Minimum 30 minute increments.....\$37.50

H. Fee for Any Permit Required by the Irrigation Chapter But Not Elsewhere Specified in this Fee Schedule.....\$50.00 Minimum, and Building Official may set appropriate fee based on scope of work and/or investigation/plan review to recover the cost of review and inspection.

¹Final calculations shall be carried to the nearest whole dollar. Fractions greater than 0.49 shall be extended upward.

IX.

MECHANICAL

The City of Arlington is hereby authorized to charge and collect the following fees relative to mechanical permits, business registration fees, and inspection fees pursuant to authority contained in the "Mechanical" Chapter of the Code of the City of Arlington, Texas, 1987:

1. **Mechanical Permit Fees Associated with Building Permits**¹

The mechanical permit fee charged in conjunction with the construction of a new building, an addition to an existing building, or for the remodeling or alteration to an existing building shall be assessed at no charge. A no charge permit must be secured prior to commencing work.

2. Mechanical Permit Fees Not Associated with Building Permits¹

For mechanical work that is not associated with a building permit for the construction of a new building, an addition to an existing building, or for the remodeling or alteration to an existing building, fees shall be assessed as listed below. There shall be a base permit fee plus the associated fee(s) as follows:

A. Mechanical Miscellaneous Permit Fees, Residential

- 1) Base permit fee.....\$60.00
- 2) Replace/Install complete HVAC refrigeration split/package/DX system up to and including 10 tons per first system.....\$30.00
Plus per additional system at one address.....\$10.00
- 3) Replace/Install complete HVAC refrigeration split/package/DX system over 10 tons per first system.....\$40.00
Plus per system in excess of 10 tons at one address.....\$15.00
- 4) Replace/Install DX system component (air handling unit, condensing unit, indoor coil, etc.) per first component.....\$15.00
Plus per additional component per address.....\$5.00
- 5) Replace/Install forced air heating furnace.....\$15.00
Plus per unit per address.....\$3.00
- 6) Replace/Install environmental ductwork only—up to and including 10 outlets.....\$15.00
Plus each additional outlet in excess of 10.....\$1.50
- 7) Replace/Install non-ducted heater first unit.....\$15.00
Plus per additional unit per address.....\$3.00
- 8) Replace/Install absorber, reciprocating, centrifugal, rotary compressor, condensing unit, chiller unit.....\$50.00
Plus per ton in excess of 75 tons.....\$1.00
- 9) Replace/Install cooling tower, evaporative/air cooled condenser, each...\$50.00
Plus per ton in excess of 75 tons.....\$1.00
- 10) Replace/Install cooling/heating coils other than DX coils first unit, each.....\$45.00
Plus each additional coil.....\$5.00
- 11) Replace/Install complete Type I System (hood, make-up air, grease duct, exhaust fan) first system.....\$75.00
Plus each additional system.....\$25.00
- 12) Replace/Install Type I component (hood, make-up air, grease duct, exhaust fan) first component.....\$35.00
Plus each additional component.....\$5.00
- 13) Replace/Install complete Type II System (hood, make-up air, duct, exhaust fan) first system.....\$75.00
Plus each additional system.....\$25.00
- 14) Replace/Install Type II component (hood, make-up air, duct, exhaust fan) first component.....\$35.00
Plus each additional component.....\$5.00
- 15) Replace/Install Steam/Hot Water Boiler per unit.....\$30.00
- 16) Replace/Install miscellaneous appliance (fireplace, exhaust fan, wood burning stove, etc.) first appliance.....\$15.00

Plus each additional appliance.....	\$5.00
17) Replace/Install Dust/Hazardous Collection/Ventilation Systems first system.....	\$20.00
Plus each additional system.....	\$10.00

(NOTE: Permit fee may be assessed to cover plan review, investigation and inspections)

(NOTE: 1 Ton = 12,000Btuh = 1 Horsepower for the purpose of fee assessment)

3. Other Miscellaneous Fees

A. Re-inspection Fee.....	\$75.00
B. Appeal to the Mechanical and Plumbing Board of Appeals.....	\$100.00
C. After-Hours Inspections.....	
Minimum 2 hours.....	\$150.00
Each additional hour.....	\$75.00
Minimum 30 minute increments.....	\$37.50
<u>D. Fee for Any Permit Required by the Mechanical Chapter But Not Elsewhere Specified in this Fee Schedule.</u>	\$50.00 Minimum, and Building Official may set appropriate fee based on scope of work and/or investigation/plan review to recover the cost of review and inspection.

4. Business Registration Fees

When a business registration is to be recorded with the Building Official, the following fees shall be applied:

A. Initial registration (1 year).....	\$100.00
B. Initial registrations (2 years).....	\$175.00
C. Registration renewal (1 year).....	\$75.00
D. Registration renewal (2 years).....	\$125.00
E. Pro-rated initial.....	\$9.00 per month
F. Pro-rated renewal.....	\$6.00 per month

NOTE: Registrations may be renewed within 90 days of expiration. After 90 days the registration is considered as an initial registration.

¹Final calculations shall be carried to the nearest whole dollar. Fractions greater than 0.49 shall be extended upward.

X.

MUNICIPAL SETTING DESIGNATION

The City of Arlington is hereby authorized to charge and collect the following fees related to municipal setting designations pursuant to authority contained in the "Water and Sewer" Chapter of the Code of the City of Arlington, Texas, 1987:

1. APPLICATION FEE (non-refundable).....\$1,000.00

NOTE: Filing fees will be in accordance with Tarrant County fee schedule.

XI.

PLUMBING

That the City of Arlington is hereby authorized to charge and collect the following plumbing permit, business registration, and inspection fees pursuant to authority contained in the "Plumbing" Chapter of the Code of the City of Arlington, Texas, 1987.

1. Plumbing Permit Fees¹

The plumbing permit fee charged in conjunction with the construction of a new building, an addition to an existing building, or for the remodeling or alteration of an existing building shall be assessed at no charge. A no charge permit must be secured prior to commencing work.

2. Miscellaneous Plumbing Permit Fees

For plumbing work that is not associated with a building permit for the construction of a new building, an addition to an existing building, or for the remodeling or alteration to an existing building, fees shall be assessed as listed below. There shall be a base permit fee plus the associated fee(s) as follows:

- A. Base permit fee..... \$65.00
- B. Install/Replace water heater, first water heater.....\$15.00
 Plus per additional water heater..... \$5.00
- C. Install/Replace sewer line..... \$10.00
- D. Install/Replace water line..... \$10.00
- E. Gas line
 Repair/Replace gas line.....\$20.00
 Install new gas line.....\$20.00
 Plus, per each outlet..... \$2.00
- F. Mobile home hook up, (gas, water & sewer).....\$20.00
- G. Backflow prevention devices
 Outdoors (lawn irrigation first device).....\$20.00
 Indoors (first device).....\$20.00
 Plus for each additional device.....\$5.00
 maximum fee of \$200.00 per building address
- H. Replace fixtures (lavatory, sink, water closet, tub, etc.) for the first five.... \$20.00
 Plus for each additional fixture at building address.....\$5.00
 Maximum fee of \$400.00 per building address
- I. Installing new fixtures (lavatory, sink, water closet, tub, etc.) for the

first three.....	\$30.00
Plus for each fixture in excess of three at the same address.....	\$12.00
J. Replace/Install (grease, sand, oil, lint) interceptor, each.....	\$50.00
K. Replace/install roof drains for the first five.....	\$25.00
Plus for each in excess of five.....	\$3.00
L. Install test well or manhole, each.....	\$25.00
M. Install a water softener system, each.....	\$25.00
N. Med Gas Piping /Vacuum System, per each outlet/ termination.....	\$5.00

3. Other Miscellaneous Plumbing Permit Fees

A. Reinspection Fee.....	\$75.00
B. Appeal before the Mechanical and Plumbing Board of Appeals.....	\$100.00
C. Administrative processing fee.....	\$25.00
D. After-Hours Inspections	
Minimum 2 hours	\$150.00
Each additional hour.....	\$75.00
Minimum 30 minute increments.....	\$37.50
E. <u>Fee for Any Permit Required by the Plumbing Chapter But Not Elsewhere Specified in this Fee Schedule.</u>	\$65.00 Minimum, and Building Official may set appropriate fee based on scope of work and/or investigation/plan review to recover the cost of review and inspection.

4. Business Registration Fees

When a business registration is to be recorded with the Building Official, the following fees shall be applied:

A. Initial registration (1 year).....	No Charge
B. Registration renewal (1 year).....	No Charge

NOTE: Registrations may be renewed within 90 days of expiration. After 90 days, the registration is considered as an initial registration.

¹Final calculations shall be carried to the nearest whole dollar. Fractions greater than 0.49 shall be extended upward.

XII.

PLATTING

The City of Arlington is hereby authorized to charge and collect the following fees related to platting pursuant to authority contained in the "Unified Development Code" Chapter of the Code of the City of Arlington, Texas:

1. PRELIMINARY PLAT FEES

A. Preliminary Plats for RS-5 zoned property designed with 7,200 square foot lots.....	\$550.00 + \$20.00 per acre
B. All other Preliminary Plats.....	\$550.00 + \$40.00 per acre

2. **FINAL PLAT FEES**

- A. Final Plats for RS-5 zoned property designed with 7,200 square foot lots.....\$550.00 + \$10.00 per acre
- B. All other Final Plats.....\$550.00 + \$45.00 per acre

3. **COMBINATION PLAT FEES**

- A. Preliminary plat and final plat for a maximum of 30 lots...\$550.00 + \$85.00 per acre

4. **REPLATS / MINOR PLAT FEES**

- A. Replat with Property Owner Notification.....\$575.00 + \$35.00 per acre
- B. Replat without Property Owner Notification.....\$450.00 + \$35.00 per acre
- C. Minor Plat.....\$550.00 + \$35.00 per acre

5. **AMENDED PLAT FEES**

- A. Amended Plat Correcting Errors.....\$300.00
- B. All Other Amended Plats.....\$300.00 + \$10.00 per acre

6. **PLAT VACATION FEES**

- A. Plat Vacation increasing lots from RS-5 areas to 7,200 square foot minimum.....\$200.00 + \$10.00 per acre
- B. All other Plat vacations.....\$500.00

7. **CONVEYANCE PLAT FEES**

- A. Conveyance Plat for property not intended for immediate development*.....\$300.00 + \$10.00 per acre

* Does not constitute the approval of the development of property

8. **SPECIAL PLAT FILING FEE**

- A. By mail.....\$600.00
- B. Hand delivered\$900.00

9. **MISCELLANEOUS PLAT ITEMS FEE**

- A. Subdivision name change on a previously reviewed or approved Preliminary Plat.....\$200.00
- B. Filing with the County of any plat with 5 or more lots in lieu of providing a digital file.....\$250.00

NOTE: Filing fees will be in accordance with Tarrant County fee schedule.

XIII.

SPECIAL EVENT PARKING

Fees authorized in the "Special Event Parking" Chapter of the Code of the City of Arlington, Texas, 1987 are as shown in the following schedule.

1. Application fee for Accessory Special Event Parking Permit:
 - Less than 50 parking spaces on the parking plan.....\$150.00
 - 50-200 parking spaces on the parking plan.....\$300.00
 - More than 201 parking spaces on the parking plan.....\$400.00
2. Annual renewal fee for Accessory Special Event Parking Permit.....\$150.00

XIV.

TRANSPORTATION

Fees authorized in the "Transportation" Chapter of the Code of the City of Arlington, Texas, 1987 are as shown in the following schedule.

1. Application Fee Certificate to operate (First Time or Renewal)
 - A. Taxicab Service or Special Transportation Service other than Pedicabs/
NEVs-for-hire.....\$750.00
 - B. Pedicabs/NEVs-for-hire.....\$100.00
2. Annual Street Use Fee
 - A. Shuttles.....\$270.00/vehicle
 - B. Pedicabs/NEVs-for-hire.....No Charge
3. Monthly Street Use Fee
 - A. Taxis and Limos.....\$22.50/vehicle
 - B. Pedicabs/NEVs-for-hire.....No Charge
4. Driver's Permit Fee (First Time Application or Renewal)
 - A. Drivers of Pedicabs/NEVs-for-hire.....\$35.00
 - B. Drivers of all other types of vehicles for hire.....\$25.00
5. Replacement Fee for Lost Driver's Permit.....\$10.00
6. Replacement Fee for Lost Proof of Inspection for Pedicabs/NEVs-for-hire.....\$10.00
7. Vehicle Inspection Fee
 - A. Pedicabs/NEVs-for-hire.....\$50.00 base fee + \$5.00/vehicle
 - B. Taxis, all other Special Service Transportation Vehicles, and
Jitneys.....\$25.00/uninspected vehicle

- 8. Vehicle Re-inspection Fee
 - A. Pedicabs/NEVs-for-hire.....\$50.00 base fee + \$5/vehicle
 - B. Taxis, all other Special Service Transportation Vehicles, and Jitneys.....\$10.00/uninspected vehicle
- 9. Application Review Fee for Pedicab/NEV Lottery.....\$50.00
- 10. Annual Pedicab/NEV Certificate of Operation.....\$600.00
- 11. Vehicle Replacement Inspection Fee.....\$50.00

XV.

ZONING

The City of Arlington is hereby authorized to charge and collect the following fees related to zoning pursuant to authority contained in the “Unified Development Code” Chapter of the Code of the City of Arlington, Texas:

1. ZONING CASE TYPE FEES

- A. All requests to Single Family Residential.....\$1,000.00
- B. Change to District with “LPO” Overlay.....\$100.00 + \$20/ acre (\$2,500.00 max)
- C. Request for “LPO” Overlay only\$100.00
- D. Request for “PD” zoning for a wireless communication facility in combination with Development Plan.....\$2,800.00 + \$100/acre
- E. All other requests for “PD” zoning with Development Plan\$2,000.00 + \$100/acre
- F. All Other Requests.....\$1,000.00 + \$50/acre (\$15,000.00 max)

2. DEVELOPMENT PLAN FEES

- A. Development Plan (without “PD” zoning request).....\$1,800.00 + \$50/acre
- B. Administrative Change to Approved Development Plan.....\$375.00

3. SPECIFIC USE PERMITS (SUP) FEES

- A. SUP submitted with zoning change request.....No additional fee
- B. SUP submitted without zoning change request...\$1,000.00 + \$50/acre (\$15,000 max)

4. LANDSCAPE/TREE PRESERVATION PLAN REVIEW/PERMIT FEES

- A. When a fee is required for the review of landscape plans in conjunction with the processing of building permits, the amount shall be based on the area of the lot to be developed.
 - Square Feet of Lot to be Developed
 - Up to and including five (5) acres.....\$230.00
 - Over five (5) acres, up to and including twenty (20) acres.....\$400.00

- Over twenty (20) acres.....\$600.00
- B. Tree removal permit, not in conjunction with a building permit shall be \$10.00 per tree, with a minimum charge of \$30.00 and a maximum charge of \$150.00.
- C. Tree Replacement Fee.....\$100.00 per caliper inch

5. OTHER MISCELLANEOUS ZONING FEES

- A. Zoning Verification Letter (per site).....\$50.00
- B. Staff Placement of Zoning Change Request Signs.....\$100.00
- C. Alcohol Distance Appeal Application (Rev 06/22/05).....\$1,000.00
- D. Zoning Board of Adjustment Application Fee.....\$200.00
- E. Alternative Equivalent Compliance Review.....\$375.00
- F. Renotification Fee.....\$125.00

XVI.

This resolution shall become effective September 7, 2016, and shall affect all fees collected on or after this date.

PRESENTED AND PASSED on this 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 _____

Staff Report



Transportation Advisory Committee (TAC)	
City Council Meeting Date: 09-06-16	Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution creating and appointing members to the Transportation Advisory Committee (TAC).

PRIOR BOARD OR COUNCIL ACTION

None.

ANALYSIS

The Transportation Advisory Committee (TAC) is expected to serve in a temporary advisory capacity related to the future of transportation for the City of Arlington. The TAC is tasked with gathering information, analyzing data and developing a strategic approach that will frame future decisions made by the City Council related to transit in Arlington. The proposed TAC members include Arlington residents and stakeholders who represent a broad and diverse cross-section of the community.

It is anticipated that the TAC will meet one to two times per month for six to 12 months. The number and frequency of meetings will be determined by the Committee's progress and informational requests.

The TAC shall expire upon the completion of the advisory work and the transmission of a recommendation to City Council.

FINANCIAL IMPACT

None.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

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Director
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Alicia Winkelblech, AICP, CNU-A
Assistant Director, Strategic Planning
Community Development & Planning
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Alicia.Winkelblech@arlingtontx.gov

Resolution No. _____

A resolution creating the Transportation Advisory Committee and appointing membership to the Transportation Advisory Committee

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

I.

That the Transportation Advisory Committee ("TAC") is hereby created to assist with efforts related to the future of transportation for the City of Arlington. Members of the TAC shall serve in a temporary advisory capacity and shall work with staff to formulate a strategic approach that will frame future decisions made by the City Council related to transit in Arlington. The TAC shall expire upon the completion of the advisory work and the transmission of a recommendation to City Council.

II.

That the following members are hereby appointed to the TAC effective September 6, 2016. The terms of the Committee members shall expire upon the completion of their advisory work related to the future of transportation in Arlington.

Deborah Spell	Paul Turner	Jim Monroe
Bill Coppola	Rob Matwick	Bill Verkest
Syed Fayyaz Hassan	Steve Martindale	Kate McGee
Greg Vaquera	Raul Gonzales	Bryan Roberts
Greg Hladik	Tim Beary	Susan Wright
Michael Hill	Peggy Masters	Bethany Tinderholt
Tom Lehrman	Lorie Lisius	Jan Porter
Michael Jacobson	Steve Wurm	Willie Rankin
David Tesmer	Nesha Morey	Russell Schaffner
Chad Martindale	Esteban Blanco	Cynthia Jensen

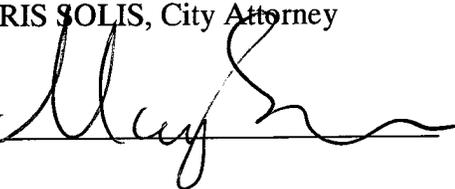
PRESENTED AND PASSED on this the _____ day of _____, 2016, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

W. JEFF WILLIAMS, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY _____


Staff Report



Creation of the Arlington Tourism Public Improvement District	
City Council Meeting Date: 9-6-16	Document Being Considered: Resolution

RECOMMENDATION

Following the public hearing, consider a resolution authorizing the creation of the Arlington Tourism Public Improvement District and making findings to include: (i) the advisability of the proposed improvements, (ii) estimated cost, (iii) methods of assessment, and (iv) the apportionment of cost between the Arlington Tourism Public Improvement District and the City; and approving the Service and Assessment Plan for the Arlington Tourism Public Improvement District.

PRIOR BOARD OR COUNCIL ACTION

None.

ANALYSIS

The creation of the Arlington Tourism Public Improvement District (ATPID) has been requested pursuant to a petition received from hotel owners that complies with Section 372.005(b-1) of the Texas Local Government Code. Currently, there are 42 separate hotel properties within the city with 75 or more rooms. Of the 42 hotels, 29 (69%) signed the petition, and all signatures have been verified and confirmed. The petition requests an assessment rate of two percent of the price paid per room.

This resolution authorizes the creation of the ATPID and makes findings on the advisability of the proposed improvements, estimated cost, methods of assessment, and the apportionment of cost between the ATPID and the City; and approves the Service and Assessment Plan for the Arlington Tourism Public Improvement District.

The revenue stream from these assessments will be used to fund the services provided for in the Service and Assessment Plan and it is anticipated that the City will contract with the Arlington Tourism Public Improvement District Corporation for management of the ATPID.

As required by state law, notices were mailed to hotel properties within the City of Arlington, and a newspaper notice appeared on August 21, 2016 announcing that a public hearing would be held.

FINANCIAL IMPACT

The City shall collect the assessments and will retain a collection service fee commensurate with its anticipated costs for the collection of the assessments. For its services in creating the District, the City shall retain a one-time fee not to exceed \$15,000.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

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817-459-6115
Bruce.Payne@arlingtontx.gov

Erin Clark
Senior Public Finance Analyst
817-459-6265
Erin.Clark@arlingtontx.gov

Resolution No. _____

A resolution authorizing the creation of the Arlington Tourism Public Improvement District; making findings to include the advisability of the proposed improvements, the estimated cost, the methods of assessment and collection service thereof, and the apportionment of cost between the District and the City; approving the Service and Assessment Plan for the Arlington Tourism Public Improvement District; and providing for publication and an effective date thereof

WHEREAS, the City of Arlington, Texas (the “City”) is authorized under Chapter 372 of the Texas Local Government Code (the “Act”) to create a public improvement district within its corporate limits and within its extraterritorial jurisdiction; and

WHEREAS, as of September 6, 2016, 29 owners of the 42 separate hotel properties within the City with 75 or more rooms had signed, submitted to the City that certain Petition Requesting Establishment of a Tourism Public Improvement District (TPID) in the City of Arlington, Texas (the “Petition”) requesting the establishment of a tourism public improvement district that pursuant to this resolution will be known as the Arlington Tourism Public Improvement District (the “District”); and

WHEREAS, the Act states that the Petition is sufficient if signed by owners of more than 60% of the appraised value of taxable real property liable for the proposed assessment, and either of the following: more than 60% of all record owners of taxable real property that are liable for the proposed assessment or more than 60% of the area of all taxable real property that is liable for the proposed assessment; and the Petition complies with the Act and thus the City Council is authorized to make findings as to the advisability of the proposed improvement, its estimated cost, the method of assessment, and the apportionment of cost between the proposed PID and the city as a whole, and to consider the creation of the District; and

WHEREAS, the City provided notice and publication as required by the Act and on September 6, 2016, conducted a public hearing on the advisability of the improvements and services and the creation of the District; and

WHEREAS, the City Council adjourned and closed such public hearing; NOW THEREFORE,

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

- Section 1. (a) Advisability of the Improvements Proposed for the District: It is advisable to create the District to provide the public improvements and services described in the Petition and this Resolution. The District Improvements (hereinafter defined) will promote the interests of the City and will confer a special benefit on the assessed property within the District.
- (b) Nature of the Improvements: The general nature of the proposed public improvements (the “District Improvements”) include: special supplemental services relating to District marketing, business recruitment, and promotional activities authorized by the Act for improvement and promotion of the District, including the provision of incentives by the Arlington Tourism Public Improvement District Corporation through the Arlington Convention and Visitors Bureau to organizations to encourage them to bring their large and city wide meetings to Arlington and to fund marketing by the Arlington Tourism Public Improvement District Corporation through the Arlington Convention and Visitors Bureau to increase hotel stays within the City.
- (c) Estimated Cost of the Improvements: The estimated cost of the improvements provided by the District over the ten-year term is approximately \$39,501,032.
- (d) Boundaries: The hotel properties included in the District are set forth in Exhibit “A”.
- (e) Method of assessment: The assessment rate for all hotel properties within the District shall be two percent of the price paid to the hotel for a room in a hotel.
- (f) Apportionment of Cost Between the City and the District: The City will not be obligated to provide any funds to finance the proposed District Improvements. All of the costs of the proposed District Improvements will be paid by assessments of the property within the District and from other sources of funds, if any, available to the District.

Section 2. The Arlington Tourism Public Improvement District is hereby authorized and created as a Public Improvement District under the Act in accordance with the findings as to the advisability of the District Improvements contained in this Resolution. The District shall be subject to all of the terms, conditions, limitations and reservations contained in the findings of Section 1 of this Resolution.

Section 3. The City hereby approves the District’s Service and Assessment Plan, attached hereto as Exhibit “B.”

Section 4. The City Secretary is directed to give notice of the authorization for the renewal of the District by publishing a copy of this Resolution once in a newspaper of general circulation in Tarrant County. Such authorization shall take effect and the District shall be deemed created effective upon the publication of such notice. The District shall automatically dissolve on September 6, 2026 unless the District is renewed through the petition and approval process as provided by the Act or the District is sooner terminated as provided by the Act.

Section 5. This Resolution shall take effect immediately from and after its passage and it is accordingly so resolved.

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

W. JEFF WILLIAMS, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY

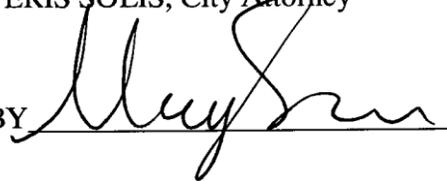


EXHIBIT "A"

ARLINGTON TOURISM PUBLIC IMPROVEMENT DISTRICT
2016 ASSESSMENT ROLL

Arlington Tourism Public Improvement District
 2016 Assessment Roll

Hotel Name	Street Name	City	State	Zip	# of Rooms
ARLINGTON COURTYARD #1M1	1500 Nolan Ryan Expwy	ARLINGTON	TX	76011	147
BAYMONT INN & SUITES	2401 DIPLOMACY DR	ARLINGTON	TX	76011	100
COURTYARD BY MARRIOTT ARLINGTON	711 HIGHLANDER BLVD	ARLINGTON	TX	76015	103
CROWNE-PLAZA SUITES ARLINGTON	700 AVENUE H ST	ARLINGTON	TX	76011	202
Days Inn - Collins	910 N COLLINS ST	ARLINGTON	TX	76011	87
Doubletree by Hilton Arlington DFW South	1507 N WATSON RD	ARLINGTON	TX	76006	237
FAIRFIELD INN	2500 E LAMAR BLVD	ARLINGTON	TX	76006	109
HAMPTON INN & SUITES ARLINGTON NORTH	2200 BROOKHOLLOW PLAZA DR	ARLINGTON	TX	76006	103
HAWTHORN SUITES BY WYNDAM ARLINGTON	2401 BROOKHOLLOW PLAZA DR	ARLINGTON	TX	76006	129
HILTON ARLINGTON	2401 E LAMAR BLVD	ARLINGTON	TX	76006	308
HOLIDAY INN ARLINGTON	1311 WET N WILD WAY	ARLINGTON	TX	76011	147
HOLIDAY INN EXPRESS	1721 PLEASANT PL	ARLINGTON	TX	76015	128
HOLIDAY INN EXPRESS SIX FLAGS	2451 E RANDOL MILL RD	ARLINGTON	TX	76011	103
HOMESTEAD STUDIO SUITES #9704	1221 N WATSON RD	ARLINGTON	TX	76006	137
HOWARD JOHNSON	2001 E COPELAND RD	ARLINGTON	TX	76011	99
HYATT PLACE	2380 ROAD TO SIX FLAGS ST E	ARLINGTON	TX	76011	127
LA QUINTA INN #692	825 N WATSON RD	ARLINGTON	TX	76011	340
LA QUINTA INNS & SUITES #960	4001 SCOTS LEGACY DR	ARLINGTON	TX	76015	129
Quality Inn & Suites (Six Flags Area)	2626 E RANDOL MILL RD	ARLINGTON	TX	76011	121
RESIDENCE INN ARLINGTON	1050 BROOKHOLLOW PLAZA DR	ARLINGTON	TX	76006	114
Residence Inn by Marriott	801 HIGHLANDER BLVD	ARLINGTON	TX	76015	96
SHERATON ARLINGTON	1500 CONVENTION CENTER DR	ARLINGTON	TX	76011	311
SLEEP INN MAINGATE SIX FLAGS	750 SIX FLAGS DR	ARLINGTON	TX	76011	126
SPRINGHILL SUITES BY MARRIOTT	1975 E LAMAR BLVD	ARLINGTON	TX	76006	121
STUDIO 6 # 5046	1607 N WATSON RD	ARLINGTON	TX	76006	110
Studio Plus # 46	2420 E LAMAR BLVD	ARLINGTON	TX	76006	86
TOWNEPLACE SUITES	1709 E LAMAR BLVD	ARLINGTON	TX	76006	95
VALUE INN (Knights Inn - Arlington)	820 N WATSON RD	ARLINGTON	TX	76011	100
WINGATE BY WYNDHAM	1024 BROOKHOLLOW PLAZA DR	ARLINGTON	TX	76006	122
BLUE CYPRESS HOTEL & RESORT (UPPER DECK)	117 S WATSON RD	ARLINGTON	TX	76010	192
BUDGETEL INN & SUITES	3501 E DIVISION ST	ARLINGTON	TX	76011	116
CANDLEWOOD SUITES DALLAS ARLINGTON	2221 BROOKHOLLOW PLAZA DR	ARLINGTON	TX	76006	125
ARLINGTON QUALITY INN	121 E Interstate Hwy 20	ARLINGTON	TX	76011	141
ARLINGTON HOMEWOOD SUITES	2401 EAST ROAD TO SIX FLAGS	ARLINGTON	TX	76011	89
INTOWN SUITES ARLINGTON LLC	2601 S COOPER ST	ARLINGTON	TX	76015	121
INTOWN SUITES ARLINGTON OAK VILLAGE	1727 OAK VILLAGE BLVD	ARLINGTON	TX	76017	132
INTOWN SUITES ARLINGTON SOUTH L P	6016 S COOPER ST	ARLINGTON	TX	76015	121
INTOWN SUITES SIX FLAGS	2211 N COLLINS ST	ARLINGTON	TX	76011	132
STUDIO 6 #6036	1980 W PLEASANT RIDGE RD	ARLINGTON	TX	76015	141
HAMPTON INN & SUITES ARLINGTON SOUTH	1100 E INTERSTATE 20	ARLINGTON	TX	76017	98
COMFORT SUITES ARLINGTON TX	411 W Road To Six Flags	ARLINGTON	TX	76011	108
HILTON GARDEN INN ARLINGTON	2190 E LAMAR BLVD	ARLINGTON	TX	76006	132

EXHIBIT "B"

SERVICE AND ASSESSMENT PLAN

Arlington Tourism Public Improvement District Service and Assessment Plan FY 2017

Scope of Work Administration

- Overall management and administration of the Arlington Tourism Public Improvement District (TPID)
- CVB staff will serve as project manager and work with TPID board of directors to ensure the benefits of the TPID are realized.
- Provide TPID service plan/budget to City of Arlington annually or as required.
- Maintain accurate accounting of use of revenues and disbursement of TPID funds and provide financial statements to the TPID board of directors and City as required.
- Produce an annual TPID audit and provide appropriate insurance for board of directors.
- Work with TPID board to produce quarterly board reports.
- Participate in meetings with City of Arlington departments to coordinate TPID activities.
- Maintain a full and accurate accounting of revenues and disbursements of TPID funds and provide financial statements to proper entities as required.
- Provide primary oversight of TPID funds for disbursement for Sales, Marketing and Administrative initiatives (as noted in the TPID Service Plan).
- Procure market research and trends analyses to determine the best and judicious application of TPID funds for sales and marketing efforts.
- Notify new hotel property owners of TPID assessment as required.
- Schedule annual town hall meeting for TPID hotels (or more frequently if deemed appropriate).
- Develop guidelines for individual hotel use of TPID funds to incentive convention group business (exclusive of hotel's participation in citywide incentivized business).
- Expand tourism research measuring the impact of marketing efforts on client and consumer awareness of Arlington as a destination and allowing customization of efforts to ensure high ROI from all such initiatives.

- Expand research opportunities including staff as deemed appropriate by the TPID board of directors and ACVB. Provide access to hotel benefited programs as deemed appropriate by TPID board and ACVB designated staff.

Marketing and Promotions

- Create a formal marketing plan with an agency of record.
- Expand advertising campaign focused on brand identification and awareness.
- Expand market reach based on research and analyses.
- Distribute regular communications to partners, visitors and stakeholders.
- Coordinate/partner with other businesses and organizations to maximize marketing budget.
- Develop collateral marketing material as needed to market Arlington (including digital).
- Develop media familiarization tour(s) as deemed appropriate.

Sales

- Increase the Arlington Convention & Visitors Bureau (ACVB) sales staff participation at key trade shows and events to further increase targeted hotel business opportunities.
- Utilize TPID funds to incentivize and retain citywide meetings at the Arlington Convention center, sporting events and single property events based on established ROI criteria.
- Ensure a 10:1 for every dollar provided in Arlington TPID funding (based on room night revenue).
- Increase Arlington team presence at key trades how missions.
- Host meeting, convention and leisure group organizers on scheduled familiarization (FAM) tours to showcase Arlington's assets and community spirit as a means of attracting future business.
- Provide focused marketing activity through the premier lead distribution platform (Cvent) to ensure that Arlington receives the appropriate market share of third party and independent group leads distributed using that channel.

Proposed Arlington Tourism Public Improvement District Service Plan

	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	TOTAL	
Fiscal Year Budget												
Assessment Revenue	\$ 2,478,448	\$ 2,726,293	\$ 2,998,922	\$ 3,298,814	\$ 3,628,696	\$ 3,991,565	\$ 4,390,722	\$ 4,829,794	\$ 5,312,773	\$ 5,844,050	\$ 39,500,076	
Investment Income	\$ 60	\$ 66	\$ 73	\$ 80	\$ 88	\$ 97	\$ 106	\$ 117	\$ 129	\$ 141	\$ 956	
TOTAL INCOME	\$ 2,478,508	\$ 2,726,359	\$ 2,998,995	\$ 3,298,894	\$ 3,628,783	\$ 3,991,662	\$ 4,390,828	\$ 4,829,911	\$ 5,312,902	\$ 5,844,192	\$ 39,501,032	% Allocation
Marketing												% Allocation
Marketing (Promotion, Advertising, Agency Su	\$ 1,065,758	\$ 1,172,334	\$ 1,289,568	\$ 1,418,524	\$ 1,560,377	\$ 1,716,415	\$ 1,888,056	\$ 2,076,862	\$ 2,284,548	\$ 2,513,003	\$ 16,985,444	43.00%
Marketing Sub-total	\$ 1,065,758	\$ 1,172,334	\$ 1,289,568	\$ 1,418,524	\$ 1,560,377	\$ 1,716,415	\$ 1,888,056	\$ 2,076,862	\$ 2,284,548	\$ 2,513,003	\$ 16,985,444	
Sales/Incentives												
Sales Programs (FAMs, tradeshow, 3rd party sales blitz)	\$ 669,197	\$ 736,117	\$ 809,729	\$ 890,701	\$ 979,772	\$ 1,077,749	\$ 1,185,524	\$ 1,304,076	\$ 1,434,483	\$ 1,577,932	\$ 10,665,279	27.00%
Incentives (incentives, rebates, bid fees for citywide groups)	\$ 371,776	\$ 408,954	\$ 449,849	\$ 494,834	\$ 544,318	\$ 598,749	\$ 658,624	\$ 724,487	\$ 796,935	\$ 876,629	\$ 5,925,155	15.00%
Individual Hotel Incentives (new group hotel business)	\$ 247,851	\$ 272,636	\$ 299,899	\$ 329,889	\$ 362,878	\$ 399,166	\$ 439,083	\$ 482,991	\$ 531,290	\$ 584,419	\$ 3,950,103	10.00%
Incentives Sub-total	\$ 1,288,824	\$ 1,417,706	\$ 1,559,477	\$ 1,715,425	\$ 1,886,967	\$ 2,075,664	\$ 2,283,230	\$ 2,511,554	\$ 2,762,709	\$ 3,038,980	\$ 20,540,537	
Administration												
Administration	\$ 123,925	\$ 136,318	\$ 149,950	\$ 164,945	\$ 181,439	\$ 199,583	\$ 219,541	\$ 241,496	\$ 265,645	\$ 292,210	\$ 1,975,052	5.00%
Operations Sub-total	\$ 123,925	\$ 136,318	\$ 149,950	\$ 164,945	\$ 181,439	\$ 199,583	\$ 219,541	\$ 241,496	\$ 265,645	\$ 292,210	\$ 1,975,052	
TOTAL EXPENSES	\$ 2,478,508	\$ 2,726,359	\$ 2,998,995	\$ 3,298,894	\$ 3,628,783	\$ 3,991,662	\$ 4,390,828	\$ 4,829,911	\$ 5,312,902	\$ 5,844,192	\$ 39,501,032	100.00%
ROI - 10:1 on RN receipts												10.00%
Notes:												
available to obligate.												
Incentive funds will be held in accrual until the year in which the obligation is required.												
Any funds not obligated will roll forward and continue to be available for obligations.												
10 percent annual growth projected, program allocation adjustments made												

Staff Report



Adoption of the FY17 Operating Budget

City Council Meeting Date: 9-6-16

Document Being Considered: Ordinance

RECOMMENDATION

- Approve first reading of an ordinance adopting the FY 2017 Operating Budget.

PRIOR BOARD OR COUNCIL ACTION

None.

ANALYSIS

Chapter 102 of the Texas Local Government Code requires that a municipality adopt an annual operating budget detailing specific financial data and information. On the September 6, 2016 agenda is the first reading of an ordinance adopting the Operating Budget for Fiscal Year 2017. The second and final reading is scheduled for September 15, 2016.

The City Manager's Proposed FY 2017 Operating Budget was presented to Council on August 2, 2016. Since that date, two Town Hall meetings were held to allow citizens the opportunity to hear about and comment on the Proposed Budget. A public hearing on the budget is also scheduled for September 6, 2016. The City Council has approved revisions to the City Manager's FY 2017 Proposed Budget as follows:

Convention and Event Services Fund:

- Increase expenditures by \$100,000 to provide additional funding for the arts in the Convention and Event Services Fund.

The above revisions will result in no change to the projected FY 2017 ending balance in the Convention and Event Services Fund.

Water Utilities Fund:

- Utilize the Rate Stabilization Fund to delay water and wastewater rate increases to January 1, 2017.

The above revision will result in no change to the projected FY 2017 ending balance in the Water Utilities fund.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Mike Finley
Chief Financial Officer
(817)459-6345

Mike.Finley@arlingtontx.gov

Ordinance No. _____

An ordinance approving and adopting the operating budget for the City of Arlington, Texas, for Fiscal Year 2017, beginning October 1, 2016, and ending September 30, 2017, in accordance with Chapter 102 of the Texas Local Government Code and becoming effective from and after its passage

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

I.

That the Operating Budget for the City of Arlington, Texas, prepared under the direction of the City Manager and incorporated herein by reference as if copied verbatim, and modified from the Proposed Budget that was presented to the City Council on August 2, 2016, is hereby approved and adopted for the operation of the municipal government of the City of Arlington, Texas, during Fiscal Year 2017, beginning October 1, 2016, and ending September 30, 2017, in accordance with Chapter 102 of the Texas Local Government Code. The Fiscal Year 2017 Operating Budget, as proposed and presented to the City Council on August 2, 2016, has been modified as follows:

Convention and Event Services Fund:

- Increase expenditures by \$100,000 to provide additional funding for the arts in the Convention and Event Services Fund.

The above revisions will result in no change to the projected FY 2017 ending balance in the Convention and Event Services Fund.

Water Utilities Fund:

- Utilize the Rate Stabilization Fund to delay water and wastewater rate increases to January 1, 2017.

The above revision will result in no change to the projected FY 2017 ending balance in the Water Utilities fund.

II.

Further, the City Manager is hereby given authority to effect interfund transfers necessary to accomplish the budgeted transactions.

III.

This ordinance shall become effective from and after its passage, as provided by law.

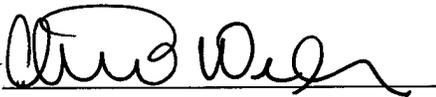
PRESENTED AND GIVEN FIRST READING on the 6th day of September, 2016, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the 15th day of September, 2016, by a vote of _____ ayes and _____ nays at a special meeting of the City Council of the City of Arlington, Texas.

W. JEFF WILLIAMS, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY  _____

Staff Report



2016 Assessment Roll and Levy of Assessments within the Arlington Tourism Public Improvement District	
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City Council Meeting Date: 9-6-16	Document Being Considered: Ordinance
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RECOMMENDATION

Following the public hearing and a decision on any objection to a proposed assessment, consider the first reading of an ordinance accepting the 2016 assessment roll (the proposed assessment roll as amended by any approved amendment to specific proposed assessments) and authorizing the levy of assessments within the Arlington Tourism Public Improvement District.

PRIOR BOARD OR COUNCIL ACTION

On September 6, 2016, following the public hearing, City Council will consider a resolution authorizing the Arlington Tourism Public Improvement District and making findings to include: (i) the advisability of the proposed improvements, (ii) estimated cost, (iii) methods of assessment, and (iv) the apportionment of cost between the Arlington Tourism Public Improvement District and the City; and approving the Service and Assessment Plan for the Arlington Tourism Public Improvement District.

ANALYSIS

The creation of the Arlington Tourism Public Improvement District (ATPID) has been requested pursuant to a petition received from hotel owners that complies with Section 372.005(b-1) of the Texas Local Government Code. Currently, there are 42 separate hotel properties within the city with 75 or more rooms. Of the 42 hotels, 29 (69%) signed the petition, and all signatures have been verified and confirmed. The petition requests an assessment rate of two percent of the price paid per room.

The revenue stream from these assessments will be used to enhance services, undertake certain improvements, in particular, special supplemental services relating to district marketing, business recruitment and promotional activities for the improvement and promotion of the district, including the provision of incentives to organizations to encourage them to bring their large and city-wide meetings to Arlington and to fund marketing to increase hotel stays within the City.

A Service and Assessment Plan and Assessment Roll have been prepared for the levy of assessments on property within the Arlington Tourism Public Improvement District (ATPID) for the noted services and improvements and will be updated annually. The Service and Assessment Plan and Assessment Roll allocates the levy of assessments between the hotel properties based on the special benefits accruing to the property because of the services and improvements provided by the District.

It has been determined that all hotel properties with 75 rooms or more within the district shall receive special benefits from the ATPID as a result of the ATPID investment, thus generating an increase in customers, hotel stays, and associated revenues. Only hotel properties with 75 or more rooms will be responsible for paying the ATPID assessment. Hotels with less than 75 rooms are excluded or otherwise exempted from paying the assessment. The total number of hotel properties subject to the ATPID assessment within the proposed district is 42.

The annual assessment rate will be two percent of the price paid to hotels for a room in a hotel. Assessments will be paid in the same manner as local hotel occupancy taxes are paid.

As required by state law, on August 21, 2016, notice of the public hearing on the assessment roll was mailed to the owners of property liable for the assessment and newspaper notice appeared in the Star-Telegram announcing the subject September 6, 2016 public hearing.

FINANCIAL IMPACT

For its services in creating the District, the City shall retain a one-time fee not to exceed \$15,000. The City shall collect the assessments and will retain a collection service fee commensurate with its anticipated costs for the collection of the assessments. The City will also assess the ATPID for annual expenses related to oversight of the ATPID operations including staff time and expenses related to assessment collection, costs for publication of legal notice regarding ATPID items, and other City-related costs for processing, monitoring and overseeing the District (estimated at \$12,000 annually.)

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Bruce Payne	Erin Clark
Economic Development Manager	Public Finance Administrator
817-459-6114	817-459-6265
Bruce.Payne@arlingtontx.gov	Erin.Clark@arlingtontx.gov

Ordinance No. _____

An ordinance of the City Council of the City of Arlington, Texas, accepting and approving the 2016 Assessment Roll for the Arlington Tourism Public Improvement District of the City of Arlington; levying the assessments on the assessed parcels appearing on said roll, and providing for and requiring the payment of the assessments and related matters

- WHEREAS, a petition was submitted to the City of Arlington, Texas (the “City”), pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “PID Act”), requesting the creation of a public improvement district on land within the City to be known as the Arlington Tourism Public Improvement District of the City of Arlington (the “District”); and
- WHEREAS, the petition contained the signatures required under Section 372.005 (b-1) of the PID Act; and
- WHEREAS, on September 6, 2016, the City Council of the City held the public hearing in the manner required by law on the advisability of the improvement projects and services described in the petition as required by Section 372.009 of the PID Act; and
- WHEREAS, on September 6, 2016, the City Council of the City approved the service and assessment plan including a determination of assessment, and determined the total cost of the improvements over the ten-year term of the District, as required by Sections 372.013-372.015 of the PID Act, and directed City staff to prepare a proposed assessment roll based on the approved plan in Resolution No. _____; and
- WHEREAS, on September 6, 2016, the City Council of the City authorized and created the District in accordance with its finding as to the advisability of the improvement projects and services; and
- WHEREAS, the City Council, pursuant to Section 372.016(b) of the PID Act, published notice of a public hearing to consider the proposed assessments for the 2016 tax year in the assessment roll (the “Proposed 2016 Assessment Roll”), attached hereto as Exhibit “A”, and the levy of assessments (the “Assessments”) on the benefitted property described on the Proposed 2016 Assessment Roll (herein called the “Assessed Parcels”) in the District; and
- WHEREAS, the City Council, pursuant to Section 372.016(c) of the PID Act, mailed notice of the public hearing to consider the Proposed 2016 Assessment Roll and the levy of the Assessments on property in the District to the last known address of the owners of the property liable for the Assessments (the “Assessed Parties”); and

WHEREAS, the City Council convened the hearing as scheduled, at which all written or oral objections were considered, and all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to object to any proposed Assessment; and

WHEREAS, at or on the adjournment of the hearing, the City Council passed on the objections to a proposed Assessment on any Assessed Parcel, as summarized in Exhibit “B”, and the 2016 Assessment Roll shall consist of the Proposed 2016 Assessment Roll as adjusted by the approved modifications to the proposed assessment on specific Assessed Parcels, if any, as set forth in Exhibit “B”; and

WHEREAS, the City Council closed the hearing, and, after considering all oral and written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined that each property is specially benefitted at least to the extent of the assessment set forth in Exhibit “B”, and to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act; and

WHEREAS, the City Council finds and determines that the 2016 Assessment Roll should be approved and that the Assessments should be levied as provided in this Ordinance and in the Service and Assessment Plan and the 2016 Assessment Roll; NOW, THEREFORE,

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

Section 1. Terms.

Capitalized terms not otherwise defined herein are as defined in the approved Service and Assessment Plan.

Section 2. Findings.

The findings and determinations set forth in the preambles are hereby incorporated by reference for all purposes.

Section 3. 2016 Assessment Roll.

The Proposed 2016 Assessment Roll as adjusted by the approved modifications to the proposed assessment on specific Assessed Parcels as set forth in Exhibit “B” is hereby accepted and approved as the 2016 Assessment Roll relating to the Assessments of the District required by Section 372.016 of the PID Act. The City Secretary is directed to prepare Exhibit “B”, a summary of any approved modification to proposed assessment to specific Assessed Parcels, upon the adjournment of the September 15, 2016, City Council meeting.

Section 4. Levy of Assessments.

(a) In accordance with the requirements and provisions of Section 372.017 of the PID Act, the City hereby levies Assessments against the Assessed Parcels in the aggregate amount of the costs of the improvements and for the purposes set forth in the approved Service and Assessment Plan, as a special assessment on the Assessed Parcels. The apportionment of such costs shall be two percent (2%) of the total price of a sleeping room or sleeping facility located on the Assessed Parcels, said price to include all goods and services provided by the hotel, which are subject to the City's hotel occupancy tax. The Assessments are payable beginning October 1, 2016. All Assessments received by the City shall be deposited, used, and applied to pay the Improvements in accordance with the approved Service and Assessment Plan.

(b) All Assessments levied in this Ordinance and all other provisions hereof are subject to the annual or periodic reviews, analyses, and recalculations required by the Service and Assessment Plan and herein, and may change from time to time as required and permitted by the PID Act and by this Ordinance.

Section 5. Annual Accounting, Billing and Collection Requirements.

(a) A hotel required to collect the Assessment imposed by this Ordinance shall pay the City Administrator the Assessments collected during the preceding reporting period and at the same time shall file with the City Administrator a report required in accordance with all requirements and procedures set forth in Article IV, Hotel Occupancy Tax, of the Taxation Chapter of the Code of the City of Arlington.

(b) Each calendar month is a reporting period and Assessments imposed under this Ordinance is due and payable to the City Administrator on or before the 20th day of the month following the end of each calendar month.

Section 6. Allocation and Apportionment of Amounts Among Owners, Collections.

The amounts of the Assessments levied and assessed shall be periodically adjusted, modified, amended, allocated, and apportioned among the owners of the Assessed Parcels in accordance with the provisions of and the allocation directions contained in the Service and Assessment Plan, the Assessment Roll, and this Ordinance.

Section 7. Penalties and Interest on Delinquent Assessments.

An Assessment bears interest at the same rate, and beginning at the same time, as local hotel occupancy taxes. Delinquent Assessments shall be subject to the penalties, interest, attorney's fees, and procedures set forth in this Ordinance, Article IV, Hotel Occupancy Tax, of the Taxation Chapter of the Code of the City of Arlington, and in Chapter 351 of the Texas Tax Code.

Section 8. Remedies for Failure to Pay.

The Assessments levied hereby, with interest, the expense of collection, and reasonable attorney's fees, if incurred, shall be binding upon the owners of Assessed Parcels, regardless of whether the owners are named, in the same manner and for the same period as such parties would be personally liable for the payment of local hotel occupancy taxes under applicable law. The City may pursue remedies for the failure to pay the Assessment that are available to the City for failure to pay local hotel occupancy tax under Article IV, Hotel Occupancy Tax, of the Taxation Chapter of the Code of the City of Arlington and Chapter 351 of the Texas Tax Code.

Section 9. Severability.

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

Section 10. Effective Date of Assessments.

The levy of the Assessments shall be effective October 1, 2016, without any further action by the City.

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 special meeting of the City Council of the City of Arlington, Texas.

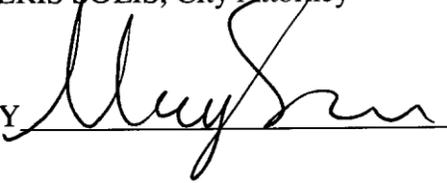
W. JEFF WILLIAMS, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY



A handwritten signature in cursive script, appearing to read "Teris Solis", is written over a horizontal line.

EXHIBIT "A"

[Proposed 2016 Assessment Roll]

Arlington Tourism Public Improvement District
 2016 Assessment Roll

Hotel Name	Street Name	City	State	Zip	# of Rooms
ARLINGTON COURTYARD #1M1	1500 Nolan Ryan Expwy	ARLINGTON	TX	76011	147
BAYMONT INN & SUITES	2401 DIPLOMACY DR	ARLINGTON	TX	76011	100
COURTYARD BY MARRIOTT ARLINGTON	711 HIGHLANDER BLVD	ARLINGTON	TX	76015	103
CROWNE-PLAZA SUITES ARLINGTON	700 AVENUE H ST	ARLINGTON	TX	76011	202
Days Inn - Collins	910 N COLLINS ST	ARLINGTON	TX	76011	87
Doubletree by Hilton Arlington DFW South	1507 N WATSON RD	ARLINGTON	TX	76006	237
FAIRFIELD INN	2500 E LAMAR BLVD	ARLINGTON	TX	76006	109
HAMPTON INN & SUITES ARLINGTON NORTH	2200 BROOKHOLLOW PLAZA DR	ARLINGTON	TX	76006	103
HAWTHORN SUITES BY WYNDAM ARLINGTON	2401 BROOKHOLLOW PLAZA DR	ARLINGTON	TX	76006	129
HILTON ARLINGTON	2401 E LAMAR BLVD	ARLINGTON	TX	76006	308
HOLIDAY INN ARLINGTON	1311 WET N WILD WAY	ARLINGTON	TX	76011	147
HOLIDAY INN EXPRESS	1721 PLEASANT PL	ARLINGTON	TX	76015	128
HOLIDAY INN EXPRESS SIX FLAGS	2451 E RANDOL MILL RD	ARLINGTON	TX	76011	103
HOMESTEAD STUDIO SUITES #9704	1221 N WATSON RD	ARLINGTON	TX	76006	137
HOWARD JOHNSON	2001 E COPELAND RD	ARLINGTON	TX	76011	99
HYATT PLACE	2380 ROAD TO SIX FLAGS ST E	ARLINGTON	TX	76011	127
LA QUINTA INN #692	825 N WATSON RD	ARLINGTON	TX	76011	340
LA QUINTA INNS & SUITES #960	4001 SCOTS LEGACY DR	ARLINGTON	TX	76015	129
Quality Inn & Suites (Six Flags Area)	2626 E RANDOL MILL RD	ARLINGTON	TX	76011	121
RESIDENCE INN ARLINGTON	1050 BROOKHOLLOW PLAZA DR	ARLINGTON	TX	76006	114
Residence Inn by Marriott	801 HIGHLANDER BLVD	ARLINGTON	TX	76015	96
SHERATON ARLINGTON	1500 CONVENTION CENTER DR	ARLINGTON	TX	76011	311
SLEEP INN MAINGATE SIX FLAGS	750 SIX FLAGS DR	ARLINGTON	TX	76011	126
SPRINGHILL SUITES BY MARRIOTT	1975 E LAMAR BLVD	ARLINGTON	TX	76006	121
STUDIO 6 # 5046	1607 N WATSON RD	ARLINGTON	TX	76006	110
Studio Plus # 46	2420 E LAMAR BLVD	ARLINGTON	TX	76006	86
TOWNEPLACE SUITES	1709 E LAMAR BLVD	ARLINGTON	TX	76006	95
VALUE INN (Knights Inn - Arlington)	820 N WATSON RD	ARLINGTON	TX	76011	100
WINGATE BY WYNDHAM	1024 BROOKHOLLOW PLAZA DR	ARLINGTON	TX	76006	122
BLUE CYPRESS HOTEL & RESORT (UPPER DECK)	117 S WATSON RD	ARLINGTON	TX	76010	192
BUDGETEL INN & SUITES	3501 E DIVISION ST	ARLINGTON	TX	76011	116
CANDLEWOOD SUITES DALLAS ARLINGTON	2221 BROOKHOLLOW PLAZA DR	ARLINGTON	TX	76006	125
ARLINGTON QUALITY INN	121 E Interstate Hwy 20	ARLINGTON	TX	76011	141
ARLINGTON HOMEWOOD SUITES	2401 EAST ROAD TO SIX FLAGS	ARLINGTON	TX	76011	89
INTOWN SUITES ARLINGTON LLC	2601 S COOPER ST	ARLINGTON	TX	76015	121
INTOWN SUITES ARLINGTON OAK VILLAGE	1727 OAK VILLAGE BLVD	ARLINGTON	TX	76017	132
INTOWN SUITES ARLINGTON SOUTH L P	6016 S COOPER ST	ARLINGTON	TX	76015	121
INTOWN SUITES SIX FLAGS	2211 N COLLINS ST	ARLINGTON	TX	76011	132
STUDIO 6 #6036	1980 W PLEASANT RIDGE RD	ARLINGTON	TX	76015	141
HAMPTON INN & SUITES ARLINGTON SOUTH	1100 E INTERSTATE 20	ARLINGTON	TX	76017	98
COMFORT SUITES ARLINGTON TX	411 W Road To Six Flags	ARLINGTON	TX	76011	108
HILTON GARDEN INN ARLINGTON	2190 E LAMAR BLVD	ARLINGTON	TX	76006	132

EXHIBIT "B"

[City Secretary to prepare a summary of any approved adjustments to the Assessment for specific Assessed Properties, setting forth the address and the modified assessment]

Staff Report



MSD16-1 (1000 & 1030 W. Arkansas Lane)	
City Council Meeting Date: 9-6-2016	Document Being Considered: Ordinance

RECOMMENDATION

Following the public hearing, consider an ordinance establishing a Municipal Setting Designation (MSD) for the property located at 1000 & 1030 W. Arkansas Lane.

PRIOR BOARD OR COUNCIL ACTION

On August 22, 2006, the Mayor and City Council adopted Ordinance No. 06-089 amending the Water and Sewer Chapter of the Code of the City of Arlington by adding provisions for MSDs.

ANALYSIS

The proposed MSD is at 1000 W. Arkansas Lane and 1030 W. Arkansas Lane at the southwest corner of Arkansas Lane and Cooper Street. The properties are currently developed with a multi-tenant shopping center and a stand-alone restaurant. The properties are currently zoned Community Commercial (CC). The MSD applicant and current property owner is SWC Arkansas & Cooper, Ltd. The property's previous tenants include two separate drycleaners between 1985 to 2003.

A public drinking water supply system exists that satisfies the requirements of Texas Health and Safety Code Chapter 341. The City of Arlington's public water supply system meets the Texas Commission on Environmental Quality's (TCEQ) requirement to supply or be capable of supplying drinking water to the above referenced proposed MSD properties and all properties within one-half mile. This requirement does not include those properties located outside the city limits.

Groundwater at the proposed MSD site has been affected by chemicals of concern (COCs) at concentrations exceeding TCEQ Texas Risk Reduction Program (TRRP) Action Levels. COCs detected in the designated groundwater include tetrachloroethene (PCE), trichloroethene (TCE), cis-1, 2-dichloroethene (cis-1,2-DCE), trans-1,2-dichloroethene (trans-1,2-DCE), and/or vinyl chloride (VC). Based on assessment activities, contaminants affecting the proposed MSD site appear to originate from on-site sources.

Cirrus Associates, LLC reviewed the available groundwater analytical data and based on their submitted application, it is likely that COCs detected in the groundwater at the proposed MSD site do not exceed assessment levels off-site. The groundwater beneath the site in the upper 50 feet is to be restricted. The affected groundwater beneath the site is the shallow groundwater bearing unit which extends from near surface to approximately 30 feet beneath the site. Hard gray clay and gray weathered shale initially encountered at approximately 23 feet to 28 feet beneath ground surface (bgs) is acting as an aquitard and preventing vertical migration of groundwater contaminants. With approval of MSD16-1, the designated groundwater under these properties will be prohibited from use as a potable water source.

Property owners and owners of state-registered water wells have been notified of the MSD application in accordance with the requirements established in Ordinance No. 06-089. On August 30, 2016, a public meeting was held at Arlington City Hall.

FINANCIAL IMPACT

No financial impact is anticipated in the near future. However, subsequent development or redevelopment of the site may enhance the City's commercial ad valorem tax base.

ADDITIONAL INFORMATION

Attached:

Under separate cover:

Available in the City Secretary's office:

Available in the Community Development
and Planning Department:

Ordinance

Location Map

None

None

Completed MSD Application
Minutes from Public Meeting

STAFF CONTACTS

John Dugan

Director

Community Development and Planning
817-459-6660

John.Dugan@arlingtontx.gov

Sarah Stubblefield

Senior Planner

Community Development and Planning
817-459-6566

Sarah.Stubblefield@arlingtontx.gov

Ordinance Number 16-_____

An ordinance prohibiting the use of and contact with designated groundwater from beneath certain property known as 1000 and 1030 West Arkansas Lane within the City of Arlington, Texas, to facilitate certification of a Municipal Setting Designation of the property by the Texas Commission on Environmental Quality pursuant to the Texas Health and Safety Code; providing for a fine of up to \$2,000 for each violation of the ordinance; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions, publication and an effective date

WHEREAS, Texas Health and Safety Code Chapter 361, Subchapter W (the “MSD Legislation”) authorizes the Texas Commission on Environmental Quality (TCEQ) to certify Municipal Setting Designations for properties upon receipt and approval of a properly submitted application to TCEQ;

WHEREAS, the Texas Legislature, in enacting the MSD Legislation, found that an action by a municipality to restrict access to or the use of groundwater in support of or to facilitate a Municipal Setting Designation (MSD) advances a substantial and legitimate state interest where the quality of the groundwater subject to the designation is an actual or potential threat to human health;

WHEREAS, as a part of the application process for an MSD, the applicant is required to provide documentation that the property for which designation is sought is subject to an ordinance that prohibits the use of designated groundwater from beneath the property as potable water and that appropriately restricts other uses of and contact with that groundwater;

WHEREAS, as a part of the application process for an MSD, the applicant is required to provide documentation that the property for which designation is sought is supported by an ordinance adopted by this City Council;

WHEREAS, SWC Arkansas & Cooper, Ltd. (the “Applicant”) submitted an application for the City Council to adopt an Ordinance supporting the certification of an MSD for property at 1000 & 1030 West Arkansas Lane and the City staff have reviewed and evaluated the subject MSD application;

WHEREAS, Applicant will submit an application to TCEQ for certification of an MSD for property within the city limits of the City, commonly known as 1000 & 1030 West Arkansas Lane, the legal description of which is set forth in Exhibit “A”, attached hereto and made a part hereof, the “MSD Property”, provided that the ordinance being considered herein is passed;

WHEREAS, the Applicant has certified that:

- 1) the purpose of its application is to conduct environmental investigation, cleanup and restoration activities in a more efficient and cost-effective manner;
- 2) it will seek to obtain a determination from TCEQ that regulatory closure is attained at the MSD Property;
- 3) as part of such application, the Applicant has submitted a statement to TCEQ regarding the type of known contamination in the groundwater beneath the MSD Property; and
- 4) notice of the application for the certification of MSD Property has been provided to each owner of a registered private water well that is located not more than five miles from the boundary of the MSD Property;

WHEREAS, a public drinking water supply system exists that satisfies the requirements of Texas Health and Safety Code Chapter 341 for the MSD Property and property within one-half mile of the MSD Property; and

WHEREAS, after public hearing, the City Council believes that it is in the best interest of the public and the City to facilitate the efforts to secure an MSD and TCEQ closure documentation from the TCEQ by passage of this Ordinance; NOW THEREFORE

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

1.

THAT all of the declarations and findings contained in the preambles of this Ordinance are made a part hereof and shall be fully effective as a part of the ordained subject matter of this Ordinance.

2.

The City Council finds that it is in the best interest and welfare of the public to facilitate TCEQ's certification of an MSD for the MSD Property, as well as TCEQ closure documentation.

3.

That, upon and after the effective date of this Ordinance, the drilling of wells and the use of designated groundwater for any purpose, including but not limited to any potable purpose, excepting only: (i) wells used as monitoring wells for the collection of groundwater samples for chemical or biological laboratory analysis; and (ii) wells used for the purpose of remediation of soil or groundwater contamination, is hereby prohibited on or from any portion of the MSD Property.

(2)

4.

Within 60 days after receipt of the municipal setting designation certificate from the TCEQ, the Director of the Community Development and Planning shall file a certified copy of this Municipal Setting Designation Ordinance in the deed records of Tarrant County.

5.

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 and No/100 Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

6.

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.

7.

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.

8.

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.

9.

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.

10.

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

11.

This ordinance shall become effective immediately upon second publication.

PRESENTED AND GIVEN FIRST READING on the 6th day of September, 2016, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the 20th 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.

ATTEST:

W. JEFF WILLIAMS, Mayor

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY _____

MSD16-1

EXHIBIT "A"
PROPERTY DESCRIPTION

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE CITY OF ARLINGTON, TARRANT COUNTY, TEXAS AND BEING LOT 96R-3 OF LOTS 96R-1, 96R-2 AND 96R-3 OF THE A. NEWTON ADDITION, ACCORDING TO THE REVISED PLAT THEREOF RECORDED IN CABINET A AT PAGE 472 OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT 5/8" IRON ROD FOUND IN THE SOUTH LINE OF ARKANSAS LANE (100 FOOT RIGHT-OF-WAY), SAME BEING THE MOST NORTHERLY NORTHEAST CORNER OF SAID LOT 96R-3;

THENCE SOUTH 39° 05' 22" EAST ALONG THE CUT-OFF LINE FOR COOPER STREET (F.M. ROAD NO. 157) FOR A DISTANCE OF 45.06 FEET TO A 5/8" IRON ROD FOUND FOR CORNER IN THE NORTHWESTERLY LINE OF COOPER STREET (F.M. ROAD NO. 157, A 110 FOOT RIGHT-OF-WAY AT THIS POINT);

THENCE SOUTH 31° 58' 10" WEST ALONG THE NORTHWESTERLY LINE OF SAID COOPER STREET FOR A DISTANCE OF 87.00 FEET TO A 5/8" IRON ROD FOUND FOR CORNER;

THENCE 58° 01' 50" WEST AND CONTINUING ALONG SAID NORTHWESTERLY LINE OF SAID COOPER STREET FOR A DISTANCE OF 5.00 FEET TO A 5/8" IRON ROD FOUND FOR CORNER;

THENCE SOUTH 31° 58' 10" WEST AND CONTINUING ALONG SAID NORTHWESTERLY LINE OF COOPER STREET FOR A DISTANCE OF 419.23 FEET TO A 5/8" IRON ROD FOUND FOR CORNER, SAME BEING NORTH 89° 44' 40" WEST A DISTANCE OF 5.88 FEET FROM THE NORTHEASTERLY CORNER OF LOT 51 OF THE A. NEWTON ADDITION AS RECORDED IN VOLUME 388-127 AT PAGE 12 OF THE MAP RECORDS OF TARRANT COUNTY, TEXAS;

THENCE NORTH 89° 44' 40" WEST ALONG THE SOUTH LINE OF SAID LOT 96R-3 AND BEING COMMON TO THE NORTH LINE OF SAID LOT 51 FOR A DISTANCE OF 237.77 FEET TO A 5/8" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF LOT 96R-3, SAME BEING THE SOUTHEAST CORNER OF LOT 96R-1 OF LOTS 96R-1, 96R-2 AND 96R-3 OF THE A. NEWTON ADDITION;

THENCE NORTH 00° 00' 40" EAST AND ALONG THE COMMON LINE OF LOTS 96R-3 AND 96R-1 FOR A DISTANCE OF 134.12 FEET TO THE CORNER OF BUILDING FOR CORNER;

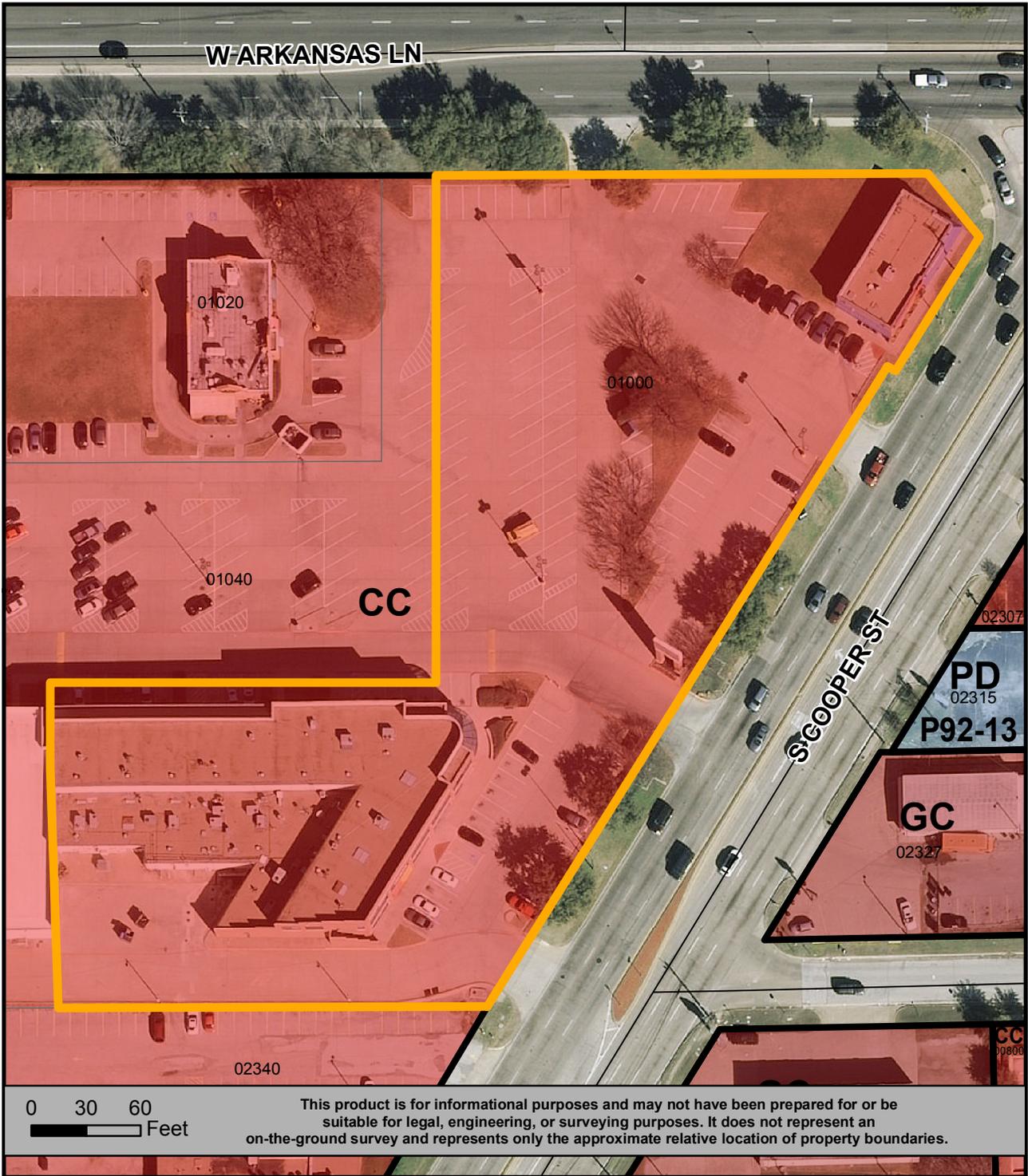
THENCE NORTH 89° 59' 20" WEST AND CONTINUING ALONG THE COMMON LINE OF LOTS 96R-3 AND 96R-1 FOR A DISTANCE OF 46.39 FEET TO AN "X" IN CONCRETE FOUND FOR CORNER;

THENCE NORTH 00° 00' 40" EAST AND CONTINUING ALONG THE COMMON LINE OF LOTS 96R-3 AND 96R-1 FOR A DISTANCE OF 46.39 FEET TO AN "X" IN CONCRETE FOUND FOR CORNER;

THENCE NORTH 89° 59' 20" EAST FOR A DISTANCE OF 211.88 FEET AND CONTINUING ALONG THE COMMON LINE OF LOTS 96R-3 AND 96R-1 TO AN "X" IN CONCRETE FOUND FOR CORNER;

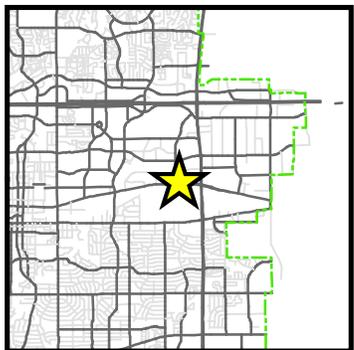
THENCE NORTH 00° 00' 40" EAST AND CONTINUING ALONG THE COMMON LINE OF LOTS 96R-3 AND 96R-1 FOR A DISTANCE OF 279.04 FEET TO A 5/8" FOUND FOR THE NORTHWEST CORNER OF SAID LOT 96R-3 AND BEING IN THE SOUTH LINE OF THE AFORESAID ARKANSAS LANE;

THENCE NORTH 89° 44' 50" EAST ALONG THE SOUTH LINE OF SAID ARKANSAS LANE FOR A DISTANCE OF 274.43 FEET TO THE **PLACE OF BEGINNING AND CONTAINING 2.7080 ACRES OF LAND**, MORE OR LESS.



LOCATION MAP

MSD16-1
1000 & 1030 W ARKANSAS LANE
2.708 ACRES





MEMORANDUM

To: Mayor and City Council Members
From: John Dugan, Director 
Subject: Planned Development PD14-9R Zoning Case (Legends Express Car Wash 5521, 5523, and 5525 South Cooper Street)
Date: August 26, 2016

City Council agenda item, XI.A.4, for September 6, 2016, reflects this case as a public hearing to consider approval of PD14-9R. This item is a request for a change in zoning of property to Planned Development (PD) for limited Community Commercial (CC) uses plus a carwash and a commercial kennel with an outside run, with a Development Plan. The site is approximately 3.002 acres in size and is located at 5521, 5523, and 5525 South Cooper Street, which is generally located north of West Nathan Lowe Road and east of South Cooper Street.

On August 19, 2016, an email was received by staff from the applicant requesting this continuance, to the October 11, 2016, City Council meeting. Please accept this additional information as part of the packet information for PD14-9R.

Staff Report



Zoning Case PD14-9R (Legends Express Car Wash)

City Council Meeting Date: 09-06-16

Document Being Considered: Ordinance

RECOMMENDATION

Following the public hearing, consider Zoning Case PD14-9R, with a Development Plan.

On August 19, 2016, the applicant emailed staff another request for continuance to the October 11, 2016 meeting, and has not provided updated plans to staff to be included in the packet for the September 6th meeting.

PRIOR BOARD OR COUNCIL ACTION

On October 15, 2014, the Planning and Zoning Commission recommended approval of PD14-9, a planned development for community commercial uses plus a carwash, with the following stipulation, by a vote of 9-0-0: exclude gasoline sales, pawn shop, and second-hand goods store uses from the PD.

On November 4, 2014, the City Council approved PD14-9 first reading by a vote of 9-0-0.

On November 18, 2014, the City Council approved PD14-9 second reading by a vote of 7-0-0.

On April 20, 2016, the Planning and Zoning Commission recommended approval of PD14-9R by a vote of 9-0-0, with the following stipulations:

1. The enclosure wall surrounding the outside run will match the materials of the primary structure
2. A shade structure will be provided to cover the outside run.

On May 10, 2016, the City Council continued first reading by a vote of 9-0-0, at the applicant's request.

On August 2, 2016, the City Council continued the public hearing to September 6, 2016 at the applicant's request.

ANALYSIS

Request

The applicant requests to revise the PD on approximately 3.002 acres addressed at 5521, 5523, and 5525 South Cooper Street, and generally located north of West Nathan Lowe Road and east of South Cooper Street.

Current zoning: Planned Development (PD) for Community Commercial (CC) uses plus a Car Wash, with a Development Plan

Requested zoning: Planned Development (PD) for Community Commercial (CC) uses plus a Car Wash and a commercial kennel with an outside run, with a Development Plan

The subject site consists of three undeveloped lots, one fronting on South Cooper Street and the other two behind it, to the east. The total area of the site is just over three acres. Through this PD revision, the applicant proposes to allow an outside run for a commercial

kennel. CC zoning allows for a commercial kennel; however, it includes a condition of no outside run.

Adjacent Land Uses

The subject site is surrounded by other commercial properties. To the north is a Firestone Master Car Care Service Center zoned Planned Development (PD) for Community Commercial (CC) uses plus auto parts accessory sales and service. To the south is a Discount Tire store also zoned Planned Development (PD) for Community Commercial (CC) uses plus auto parts accessory sales and service. To the east are the Arlington Skatium and ASI Gymnastics center zoned Light Industrial (LI), and to the west across South Cooper Street are medical and general business offices zoned Community Commercial (CC).

Development Plan

The applicant is proposing to add an outside run to the proposed commercial kennel use shown on the existing development plan. The applicant proposes to encase the outside run with an eight-foot tall masonry wall and screen the wall with shrubs surrounding it that will grow to at least six feet tall. It will also be covered so that the area is shaded from direct sunlight. The outside run is proposed to be utilized during the hours of 9 am to 3 pm. The other uses surrounding the lot are a skating rink, gymnastics center, two auto repair shops, and carwash, which would be minimally impacted by this addition.

The facility is proposed to be approximately 12,000-square-feet. It will comply with the Commercial Design Standards of the Unified Development Code (UDC). The development will also incorporate similar elements of the car wash building being constructed on the lot adjacent to South Cooper Street with regards to building materials and style to embody a unified development. This includes multiple windows along the front façade, an articulated entrance encased in accent materials of stone or marble tiles, and trim caps along to roofline.

Comprehensive Plan

The proposed revision to the existing PD is to allow the use of outside run for a commercial kennel, which is not permitted under the current PD. The 2015 Comprehensive Plan, *99 Square Miles*, contains goals to develop high-quality residential neighborhoods along with low-intensity commercial development that provides convenient neighborhood services to residents who live there. Due to the lack of residential uses on the surrounding properties and the neighborhood convenience use provided by allowing outside runs with a commercial kennel, the proposed amendment to the PD is in general conformance with the Comprehensive Plan and other relevant plans.

FINANCIAL IMPACT

None

ADDITIONAL INFORMATION

Attached:	Ordinance with Exhibits A and B Case Information with P&Z Summary Development Plan (6 pages) Applicant emails for continuance (2 pages)
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

Ordinance No. _____

An ordinance changing the zoning classification on certain property known as 5521, 5523, and 5525 South Cooper Street to Planned Development (PD) for Community Commercial (CC) uses plus a car wash and an outside run for a commercial kennel, with a Development Plan; amending the Zoning District Map accordingly; authorizing the building official to issue permits upon the effective date; providing for a fine of up to \$2,000.00 for each violation; providing this ordinance be cumulative; and providing for severability, governmental immunity, injunctions, publication, and an effective date.

WHEREAS, after notice and public hearing the Planning and Zoning Commission heard and recommended approval of Zoning Case PD14-9R on April 20, 2016; and

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

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

1.

The zoning classification of certain property known as 5521, 5523, and 5525 South Cooper Street, described in Exhibit A, is hereby changed to Planned Development (PD) for Community Commercial (CC) uses plus a car wash and an outside run for a commercial kennel, with a Development Plan, by the approval of PD14-9R, and the Zoning District Map shall be amended to reflect the zoning change made by this ordinance. Development and use of the property shall be in compliance with this ordinance and the attached Development Plan.

2.

The Building Official is hereby authorized and directed to issue permits in compliance with this ordinance, including all exhibits attached to this ordinance, immediately after the effective date of this ordinance. In the event of a conflict between the provisions in Exhibit B and the provisions in any other exhibit, the provisions in Exhibit B control.

3.

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

4.

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

5.

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

6.

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

7.

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

8.

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

9.

This ordinance shall become effective upon second publication.

PRESENTED AND GIVEN FIRST READING on the _ 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 _____

PD14-9R
EXHIBIT "A"

BEING approximately 3.002 acres of land with frontage on South Cooper Street and is commonly known as Lots 64A2R1, 64A2R2, and 64A3, of the William Stephens Addition, an addition to the City of Arlington, Texas;

AND being generally located north of West Nathan Lowe Road and east of South Cooper Street, with the approximate address being 5521, 5523, and 5525 South Cooper Street.

PD14-9R
EXHIBIT "B"

1. The zoning of this site is PD (Planned Development) for Community Commercial (CC) uses plus a car wash and an outside run for a commercial kennel, with a Development Plan.
2. The following uses shall not be allowed in this PD; gasoline sales, pawn shop, and second-hand goods store.
3. Lot 64A2R1 will include a car wash use.
4. Lots 64A2R2 and 64A3 will include Community Commercial (CC) uses such as a commercial kennel with an outside run, office, and retail.
5. The exterior building materials for the car wash shall consist of brick, stone, and marble tiles.
6. There shall be no canopies for the parking spaces in front of the building as seen from South Cooper Street.
7. The enclosure wall for the outside run of the commercial kennel shall match the materials of the primary structures within the PD.
8. There shall be a shade structure built over the outside run of the commercial kennel to ensure the outside run is protected from the sun.
9. In addition to complying with the non-residential design standards of the Unified Development Code (UDC), the buildings on Lots 64A2R2 and 64A3 shall also incorporate similar materials and complementary design to the car wash building.
10. Lots 64A2R2 and 64A3 shall incorporate the same type of landscaping as Lot 64A2R1 as part of the unified development.
11. A row of trees shall be planted on lot 64A2R2 between the proposed office/retail buildings and the carwash to create a natural buffer between the uses.
12. Use and development of the property shall be in compliance with the Development Plan.
13. In the event of a conflict between the provisions in this Exhibit B and any other exhibits to this ordinance, the provisions of Exhibit B control.

Case Information



Applicant: Cobb, Fendley & Associates represented by Scott Maynor

Property Owner: Amicus Development Group LLC represented by Ronnie Corbin and Buxton Arlington Pet LLC (Buxton Holding) represented by Bryan Spain

Sector Plan: Southeast

Council District: 2

Allowable Uses: All uses as itemized in attachment ii.

Development History: The subject site is currently platted as Lots 64A2R1, 64A2R2, and 64-A3 of the William Stephens Addition.

Previous zoning cases in the general vicinity in the past five years include:

Case No.	Location	Request	Disposition
PD14-9	Subject Site	Planned Development for Carwash	Approved

Transportation: The proposed development has one point of access. The point of access is from South Cooper Street.

Thoroughfare	Existing	Proposed
South Cooper Street	120-foot, 6-lane divided major arterial	120-foot, 6-lane divided major arterial

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

Water & Sewer: Water is available from a six-inch water line that has been extended to the property from West Nathan Lowe Road, from a six-inch water line located to the north of lot 64A3 in a utility easement on lot 48R1, and from a 24-inch water line in South Cooper Street. Sanitary Sewer is available from a six-inch sanitary sewer line that has been extended to the property from West Nathan Lowe Road, from a six-inch sanitary sewer line located to the north of lot 64A3 in a utility easement on lot 48R1 and from a six-inch sanitary sewer line in South Cooper Street.

Case Information



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

Fire: Fire Station Number 9, located at 909 Wimbledon Drive, provides protection to this site. The estimated fire response time is less than five minutes, which is in keeping with recommended standards.

School District: Arlington Independent School District.

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

Notices Sent:
Neighborhood Associations:

- ACTION North Arlington
- AISD
- Arlington Alliance for Responsible Government
- Arlington Neighborhoods
- Deerwood Park Home Owner's Association
- East Arlington Review
- Emerald Park Neighborhood Organization
- Estates Above Wimbledon Home Owner's Association
- Fannin Farm Home Owner's Association
- Far South Arlington Neighborhood Association
- Forest Hills Home Owner's Association
- Harold Patterson Community Association
- Northern Arlington Ambience
- Summerwood Community Watch
- SWAPO (Southwest Arlington Property Owners)
- Turf Club Estates
- WeCan (West Citizen Action Network)
- Wimbledon Addition Home Owner's Association
- Wimbledon on the Creek

Property Owners: 13
Letters of Support: 0
Letter of Opposition: 0

PLANNING AND ZONING COMMISSION SUMMARY:

Public Hearing: April 20, 2016

Zoning Case PD14-9R (Legends Express Car Wash – 5521 South Cooper Street)

Case Information



Application to change the zoning on approximately 1.786 acres. from Planned Development (PD) for Community Commercial (CC) uses plus a carwash, with a Development Plan to Planned Development (PD) for Community Commercial (CC) uses plus a carwash and a commercial kennel with an outside run, with a Development Plan; generally located north of West Nathan Lowe Road and east of South Cooper Street.

Present to speak in support of this case was Scott Maynor, 2801 Network Boulevard, Suite 800, Frisco, 75034.

Commissioner McAlister moved to Approve Zoning Case PD14-9R with the following stipulations:

- The enclosure wall surrounding the outside run will match the materials of the primary structure
- A shade structure will be provided to cover the outside run.

Seconded by Commissioner Myers, the motion was approved by a vote of 9-0-0.

APPROVED

Itemized Allowable Uses



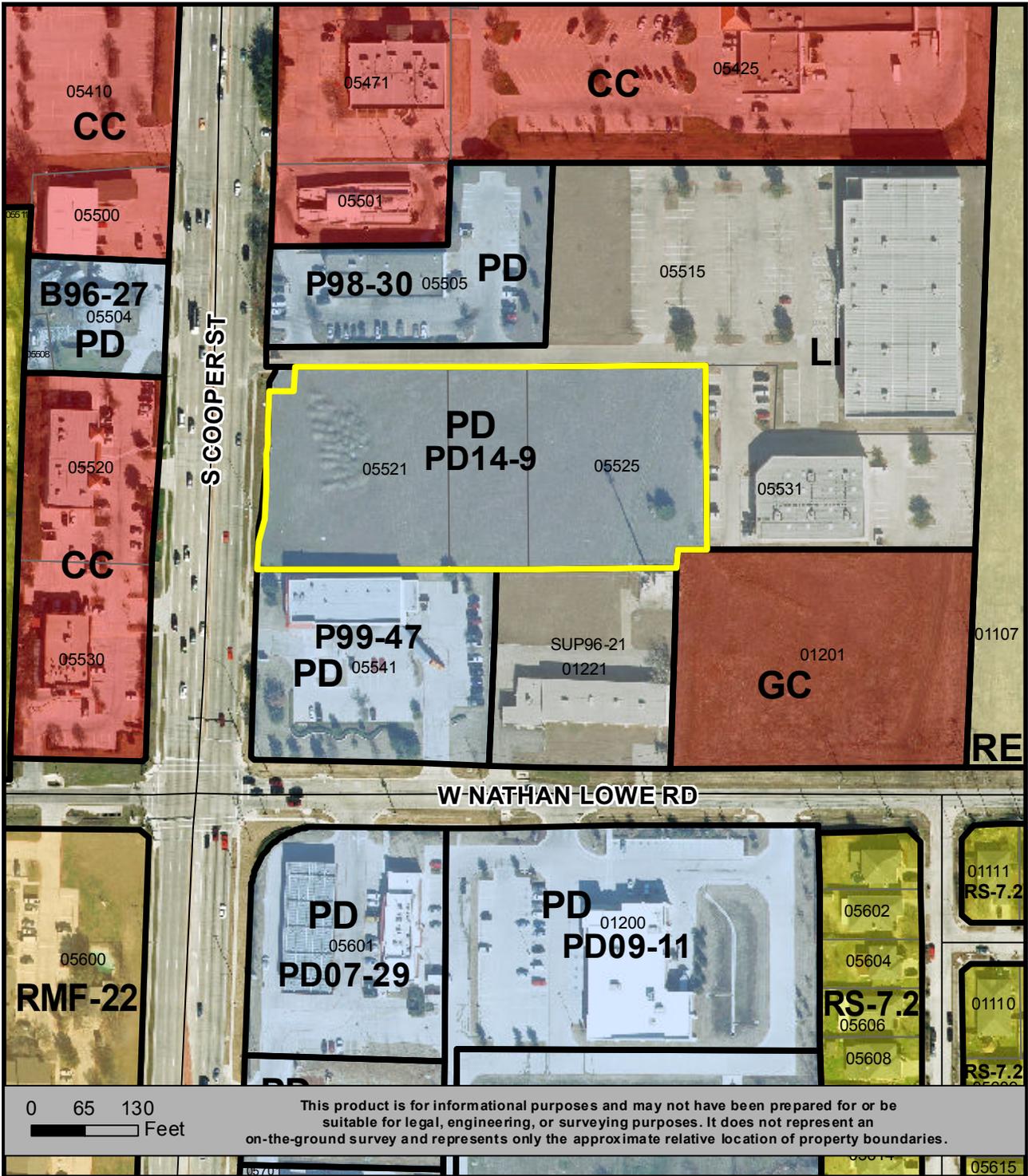
Allowable Uses:

Planned Development (PD) for all Community Commercial (CC) uses plus a car wash and a commercial kennel with an outside run, with a Development Plan

Permitted - Nursing home, Art gallery or museum, Government administration and civic buildings, Domestic violence shelter, Mortuary/crematory/funeral chapel, Philanthropic institution (other than listed), Religious assembly, Business school, Public or private school, University/college/seminary, Hospital, Medical or dental office or clinic, Cemetery, Community garden, Public park or playground, Crop production, Gasoline sales, Catering service, Restaurant, Restaurant/take-out and delivery only, Office/business or professional, Telemarketing call center, Day care center, Private club/lodge/fraternal, General personal services (other than listed), Massage therapy clinic, Recreation/indoor (other than listed), Wedding chapel, Country club, Golf course, Major tourist attraction, General retail store (other than listed), Firearm sales, Pawn shop, Second-hand goods store, Swimming pool/spa and accessory sales and service, Medical or scientific research laboratory, Electric utility substation, Radio or TV station or studio, Utility lines, towers or metering station, Kennel/commercial with an outside run, and car wash.

Specific Use Permit - Halfway House, Hospital/psychiatric, Hotel/limited service, Residence hotel, Bail bond service, Banquet hall, Billiard parlor, Bowling alley, Bingo hall, Gun range, Night club, Recreation general outdoor (other than listed), Marina, Specialty paraphernalia sales, Wrecker service, Gas well, Transit passenger terminal, Utility installation other than listed, Telecommunication Facilities Towers >75 ft., Stealth towers >100 ft., Self-storage facility.

Conditions - Veterinary clinic, Motor vehicle rental, Financial services, Restaurant with drive-through, Sidewalk café, Hotel/full service, Skating rink, Teen club, Theatre indoor, Building and landscaping materials and lumber sales, Nursery/garden shop or plant sales, Food processing, Custom and craft work, Telecommunication Facilities Building-mounted antennae and towers, Telecommunication Facilities Towers ≤75 ft., Stealth towers ≤100 ft.



LOCATION MAP
PD14-9R

AMENDMENT TO PD
1.786 ACRES



PD14-9R

North of West Nathan Lowe Road and east of South Cooper Street



View of subject site. View east.



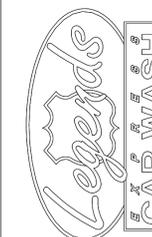
View of adjacent commercial uses located north of the subject site. View north.



View of adjacent commercial use as seen from the subject site. View south.



View of adjacent commercial uses located east of the subject site. View east.



A NEW CAR WASH FACILITY FOR:

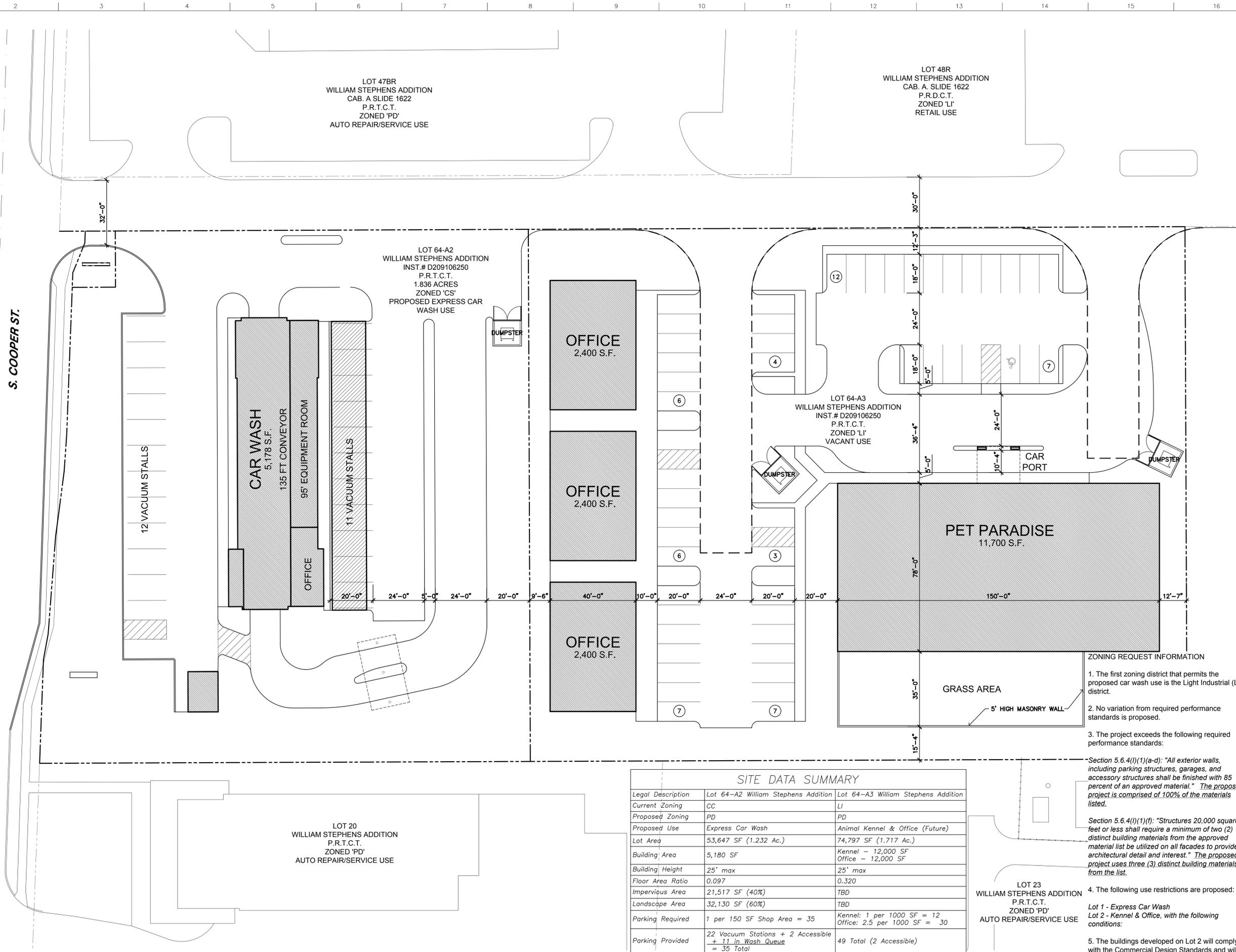
REVISIONS

No.	DATE	NOTE

Drawn by: M.L.
 Checked by: T.C.
 Project No. 13-0925
 Date 10-15-2014

SITE PLAN

A1.1



LOT 47BR
 WILLIAM STEPHENS ADDITION
 CAB. A SLIDE 1622
 P.R.T.C.T.
 ZONED 'PD'
 AUTO REPAIR/SERVICE USE

LOT 48R
 WILLIAM STEPHENS ADDITION
 CAB. A SLIDE 1622
 P.R.D.C.T.
 ZONED 'LI'
 RETAIL USE

LOT 64-A2
 WILLIAM STEPHENS ADDITION
 INST.# D209106250
 P.R.T.C.T.
 1.836 ACRES
 ZONED 'CS'
 PROPOSED EXPRESS CAR WASH USE

LOT 64-A3
 WILLIAM STEPHENS ADDITION
 INST.# D209106250
 P.R.T.C.T.
 ZONED 'LI'
 VACANT USE

LOT 20
 WILLIAM STEPHENS ADDITION
 P.R.T.C.T.
 ZONED 'PD'
 AUTO REPAIR/SERVICE USE

SITE DATA SUMMARY

	Lot 64-A2 William Stephens Addition	Lot 64-A3 William Stephens Addition
Legal Description	Lot 64-A2 William Stephens Addition	Lot 64-A3 William Stephens Addition
Current Zoning	CC	LI
Proposed Zoning	PD	PD
Proposed Use	Express Car Wash	Animal Kennel & Office (Future)
Lot Area	53,647 SF (1.232 Ac.)	74,797 SF (1.717 Ac.)
Building Area	5,180 SF	Kennel - 12,000 SF Office - 12,000 SF
Building Height	25' max	25' max
Floor Area Ratio	0.097	0.320
Impervious Area	21,517 SF (40%)	TBD
Landscape Area	32,130 SF (60%)	TBD
Parking Required	1 per 150 SF Shop Area = 35	Kennel: 1 per 1000 SF = 12 Office: 2.5 per 1000 SF = 30
Parking Provided	22 Vacuum Stations + 2 Accessible + 11 in Wash Queue = 35 Total	49 Total (2 Accessible)

ZONING REQUEST INFORMATION

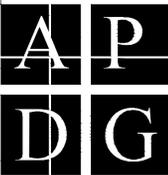
- The first zoning district that permits the proposed car wash use is the Light Industrial (LI) district.
- No variation from required performance standards is proposed.
- The project exceeds the following required performance standards:

Section 5.6.4(l)(1)(a-d): "All exterior walls, including parking structures, garages, and accessory structures shall be finished with 85 percent of an approved material." The proposed project is comprised of 100% of the materials listed.

Section 5.6.4(l)(1)(f): "Structures 20,000 square feet or less shall require a minimum of two (2) distinct building materials from the approved material list be utilized on all facades to provide architectural detail and interest." The proposed project uses three (3) distinct building materials from the list.

- The following use restrictions are proposed:
 Lot 1 - Express Car Wash
 Lot 2 - Kennel & Office, with the following conditions:

5. The buildings developed on Lot 2 will comply with the Commercial Design Standards and will incorporate elements of the building on Lot 1 to create a unified development.



A PLUS DESIGN GROUP

ARCHITECTURE
INTERIORS
CONSTRUCTION

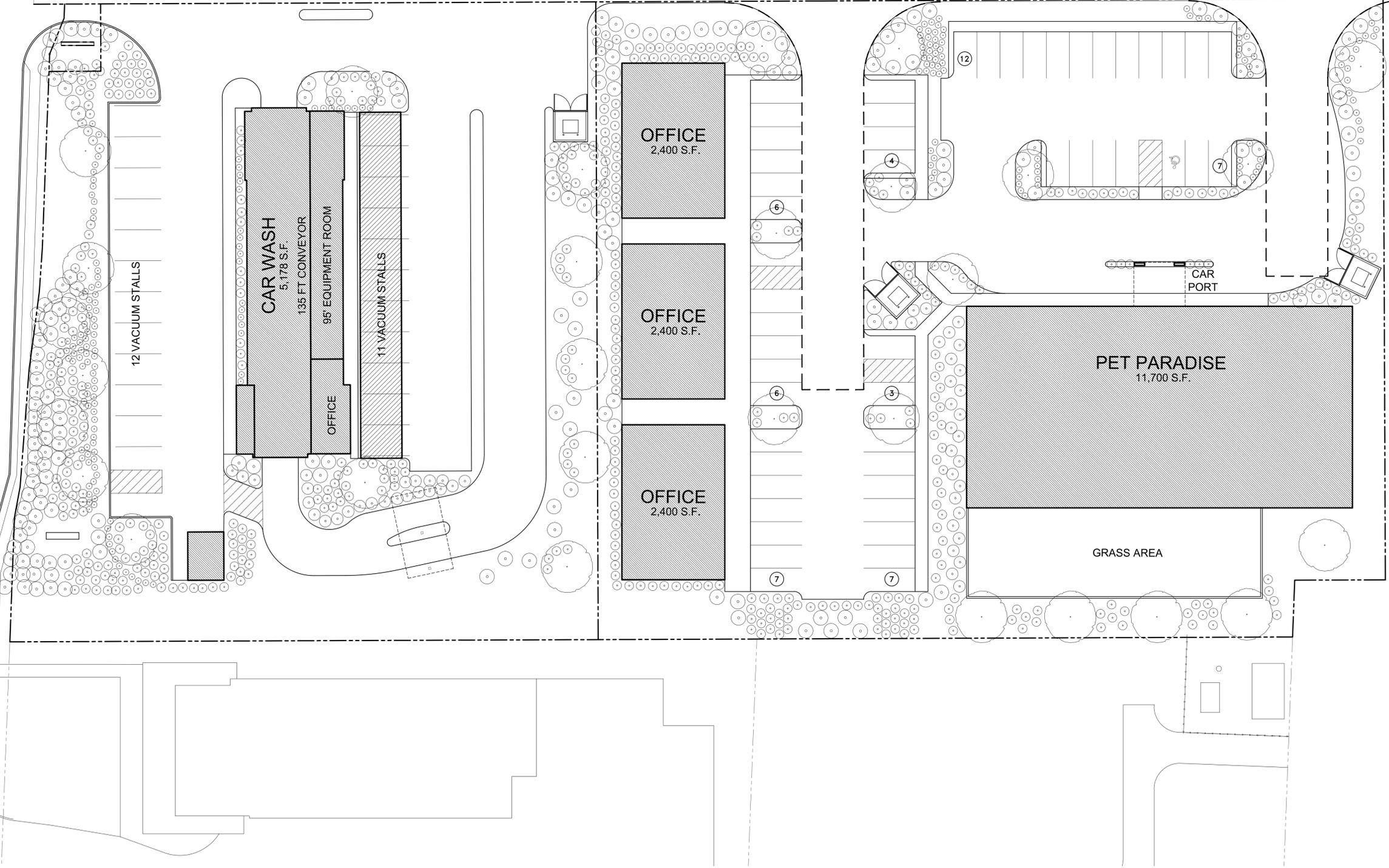
972-724-4440

972-691-7731 FAX

APDG.US

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S. COOPER ST.



OFFICE
2,400 S.F.

OFFICE
2,400 S.F.

OFFICE
2,400 S.F.

CAR WASH
5,178 S.F.

135 FT CONVEYOR
95' EQUIPMENT ROOM

11 VACUUM STALLS

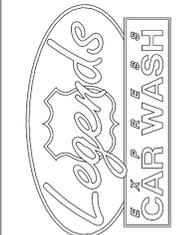
12 VACUUM STALLS

PET PARADISE
11,700 S.F.

GRASS AREA

CAR PORT

ARLINGTON,
TEXAS



A NEW CAR WASH
FACILITY FOR:

REVISIONS		
No.	DATE	NOTE

Drawn by: M.L.

Checked by: T.C.

Project No. 13-0925

Date 10-15-2014

LANDSCAPE PLAN

L1.1

N1 LANDSCAPE PLAN
SCALE: 1"=20'-0"

PLANTING SPECIFICATIONS

GENERAL

1. QUALIFICATIONS OF LANDSCAPE CONTRACTOR
 - a. ALL LANDSCAPE WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE FIRM SPECIALIZING IN LANDSCAPE PLANTING.
 - b. A LIST OF SUCCESSFULLY COMPLETED PROJECTS OF THIS TYPE, SIZE AND NATURE MAY BE REQUESTED BY THE OWNER FOR FURTHER QUALIFICATION MEASURES.
 - c. THE LANDSCAPE CONTRACTOR SHALL HOLD A VALID NURSERY AND FLORAL CERTIFICATE ISSUED BY THE TEXAS DEPARTMENT OF AGRICULTURE, AS WELL AS OPERATE UNDER A COMMERCIAL PESTICIDE APPLICATOR LICENSE ISSUED BY EITHER THE TEXAS DEPARTMENT OF AGRICULTURE OR THE TEXAS STRUCTURAL PEST CONTROL BOARD.
2. SCOPE OF WORK
 - a. WORK COVERED BY THESE SECTIONS INCLUDES THE FURNISHING AND PAYMENT OF ALL MATERIALS, LABOR, SERVICES, EQUIPMENT, LICENSES, TAXES AND ANY OTHER ITEMS THAT ARE NECESSARY FOR THE EXECUTION, INSTALLATION AND COMPLETION OF ALL WORK, SPECIFIED HEREIN AND /OR SHOWN ON THE LANDSCAPE PLANS, NOTES, AND DETAILS.
 - b. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK, INCLUDING ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES IN SUPPLY, TRANSPORTATION AND INSTALLATION OF MATERIALS.
 - c. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITY LINES (WATER, SEWER, ELECTRICAL, TELEPHONE, GAS, CABLE, TELEVISION, ETC.) PRIOR TO THE START OF ANY WORK.

PRODUCTS

1. ALL MANUFACTURED PRODUCTS SHALL BE NEW, CONTAINER AND BALLED-AND-BURLAP-WRAPPED PLANTS.
 - a. FURNISH NURSERY-GROWN PLANTS COMPLYING WITH ANSI Z60.1-2004. PROVIDE WELL-SHAPED, FULLY BRANCHED, HEALTHY, VIGOROUS STOCK FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISTURBANCE. ALL PLANTS WITHIN A SPECIES SHALL HAVE SIMILAR SIZE AND SHALL BE OF A FORM TYPICAL FOR THE SPECIES. ALL TREES SHALL BE GROWN FROM SOURCES WITHIN 200 MILES OF THE PROJECT SITE, AND WITH SIMILAR CLIMATIC CONDITIONS.
 - b. ROOT SYSTEMS SHALL BE HEALTHY, DENSELY BRANCHED ROOT SYSTEMS, NON-POT-BOUND, FREE FROM ENCIRCLING AND/OR GIRDLING ROOTS, AND FREE FROM ANY OTHER ROOT DEFECTS (SUCH AS J-SHAPED ROOTS).
 - c. ANY PLANT DEEMED UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER SHALL BE IMMEDIATELY REMOVED FROM THE SITE AND SHALL BE REPLACED WITH AN ACCEPTABLE PLANT OF LIKE TYPE AND SIZE TO THE CONTRACTOR'S OWN EXPENSE. ANY PLANTS APPEARING TO BE UNHEALTHY, EVEN IF DETERMINED TO STILL BE ALIVE, SHALL NOT BE ACCEPTED. THE LANDSCAPE ARCHITECT AND OWNER SHALL BE THE SOLE JUDGES AS TO THE ACCEPTABILITY OF PLANT MATERIAL.
 - d. ALL TREES SHALL BE STANDARD IN FORM, UNLESS OTHERWISE SPECIFIED. TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED IF LEADERS IS DAMAGED OR REMOVED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING.
 - e. CALIPER MEASUREMENTS FOR STANDARD (SINGLE TRUNK) TREES SHALL BE AS FOLLOWS: SIX INCHES ABOVE THE ROOT FLAKE FOR TREES UP TO AND INCLUDING FOUR INCHES IN CALIPER, AND TWELVE INCHES ABOVE THE ROOT FLAKE FOR TREES EXCEEDING FOUR INCHES IN CALIPER.
 - f. MULTI-TRUNK TREES SHALL BE MEASURED BY THEIR OVERALL HEIGHT, MEASURED FROM THE TOP OF THE ROOT BALL.
 - g. ANY TREE OR SHRUB SHOWN TO HAVE EXCESS SOIL PLACED ON TOP OF THE ROOT BALL, SO THAT THE ROOT FLARE HAS BEEN COMPLETELY COVERED, SHALL BE REJECTED.
2. SOD: PROVIDE WELL-ROOTED SEEDS OF THE VARIETY NOTED ON THE PLANS. SOD SHALL BE CUT FROM HEALTHY, MATURE TURF WITH SOIL THICKNESS OF 3/4" TO 1". EACH PALLET OF SOD SHALL BE ACCOMPANIED BY A CERTIFICATE FROM SUPPLIER STATING THE COMPOSITION OF THE SOD.
3. SEED: PROVIDE BLEND OF SPECIES AND VARIETIES AS NOTED ON THE PLANS, WITH MAXIMUM PERCENTAGES OF PURITY, GERMINATION, AND MINIMUM PERCENTAGE OF WEED SEED AS INDICATED ON PLANS. EACH BAG OF SEED SHALL BE ACCOMPANIED BY A TAG FROM THE SUPPLIER INDICATING THE COMPOSITION OF THE SEED.
4. TOPSOIL: SANDY TO CLAY LOAM TOPSOIL, FREE OF STONES LARGER THAN 1/2" INCH, FOREIGN MATTER, PLANTS, ROOTS, AND SEEDS.
5. COMPOST: WELL-COMPOSTED, STABLE, AND WEED-FREE ORGANIC MATTER, pH RANGE OF 5.5 TO 8. MOISTURE CONTENT 35 PERCENT BY WEIGHT, 10 PERCENT PASSING THROUGH 3/4-INCH SIEVE, SALINE SALT CONTENT OF 5 TO 10 DECISEMIMS, NOT EXCEEDING 0.5 PERCENT INERT CONTAMINANTS AND FREE OF SUBSTANCES TOXIC TO PLANTINGS. NO MANURE OR ANIMAL-BASED PRODUCTS SHALL BE USED.
6. FERTILIZER: GRANULAR, CONSISTING OF NITROGEN, PHOSPHORUS, POTASSIUM, AND OTHER NUTRIENTS IN PROPORTIONS, AMOUNTS, AND RELEASE RATES RECOMMENDED IN A SOIL REPORT FROM A QUALIFIED SOIL-TESTING AGENCY (SEE BELOW).
7. MULCH: SIZE AND TYPE AS INDICATED ON PLANS, FREE FROM DELETERIOUS MATERIALS AND SUITABLE AS A TOP DRESSING OF TREES AND SHRUBS.
8. WEED FABRIC: 5 OUNCE, WOVEN, NEEDLE-PUNCHED FABRIC, SUCH AS DEWITT PROS LANDSCAPE FABRIC (OR APPROVED EQUAL).
9. TREE STAKING AND GUYING
 - a. STAKES: 6" LONG GREEN METAL T-POSTS.
 - b. CUT AND TIE WIRE: ASTM A 641, CLASS 1, GALVANIZED STEEL WIRE, 2-STRAND, TWISTED, 0.106 INCH DIAMETER.
 - c. STRAP CHAFING GUARD: REINFORCED NYLON OR CANVAS AT LEAST 1-1/2 INCH WIDE, WITH GROMMETS TO PROTECT TREE TRUNKS FROM DAMAGE.
10. STEEL EDGING: PROFESSIONAL STEEL EDGING, 14 GAUGE THICK X 4 INCHES WIDE, FACTORY PAINTED DARK GREEN. ACCEPTABLE MANUFACTURERS INCLUDE COL-MET OR APPROVED EQUAL.
11. PRE-EMERGENT HERBICIDES: ANY GRANULAR, NON-STAINING PRE-EMERGENT HERBICIDE THAT IS LABELED FOR THE SPECIFIC ORNAMENTALS OR TURF TO BE UTILIZED. PRE-EMERGENT HERBICIDES SHALL BE APPLIED PER THE MANUFACTURER'S LABELED RATES.

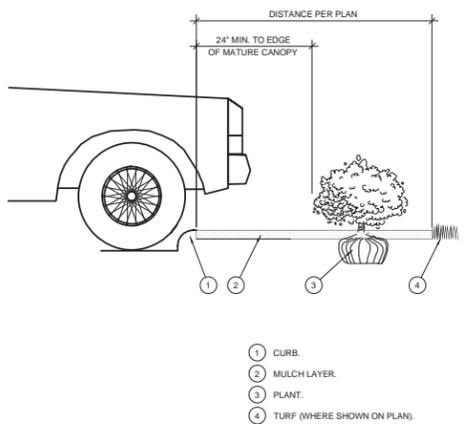
METHODS

1. SOIL PREPARATION
 - a. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST.
 - b. SOIL TESTING:
 - i. AFTER FINISH GRADES HAVE BEEN ESTABLISHED, CONTRACTOR SHALL HAVE SOIL SAMPLES TESTED BY AN ESTABLISHED SOIL TESTING LABORATORY FOR THE FOLLOWING: SOIL TEXTURAL CLASS, GENERAL SOIL FERTILITY, pH, ORGANIC MATTER CONTENT, SALT (CEC), LIME, SODIUM ADSORPTION RATIO (SAR) AND BORON CONTENT. EACH SAMPLE SUBMITTED SHALL CONTAIN NO LESS THAN ONE QUART OF SOIL.
 - ii. CONTRACTOR SHALL SUBMIT THE PROJECT'S PLANT LIST TO THE LABORATORY ALONG WITH THE SOIL SAMPLES.
 - iii. THE SOIL REPORT PRODUCED BY THE LABORATORY SHALL CONTAIN RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE): GENERAL SOIL PREPARATION AND BACKFILL MIXES, PLANT FERTILIZER APPLICATIONS, AND ANY OTHER SOIL RELATED ISSUES. THE REPORT SHALL ALSO PROVIDE A FERTILIZER PROGRAM FOR THE ESTABLISHMENT PERIOD AND FOR LONG-TERM MAINTENANCE.
 - c. THE CONTRACTOR SHALL INSTALL SOIL AMENDMENTS AND FERTILIZERS PER THE SOILS REPORT RECOMMENDATIONS. ANY CHANGE IN COST DUE TO THE SOIL REPORT RECOMMENDATIONS, EITHER INCREASE OR DECREASE, SHALL BE SUBMITTED TO THE OWNER WITH THE REPORT.
2. FOR BIDDING PURPOSES ONLY, THE SOIL PREPARATION SHALL CONSIST OF THE FOLLOWING:
 - a. TURF: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 6" OF SOIL BY MEANS OF ROTOTILLING:
 - i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
 - ii. AMMONIUM PHOSPHATE 16-20-0 - 15 LBS PER 1,000 S.F.
 - iii. AGRICULTURAL GYPSUM - 100 LBS PER 1,000 S.F.
 - b. TREES, SHRUBS, AND PERENNIALS: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 6" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:
 - i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
 - ii. FERTILIZER - 10 LBS PER CU. YD.
 - iii. AGRICULTURAL GYPSUM - 10 LBS. PER CU. YD.
 - iv. IRON SULPHATE - 2 LBS. PER CU. YD.
3. CONTRACTOR SHALL ENSURE THAT THE GRADE IN SOD AREAS SHALL BE 1" BELOW FINISH GRADE BEFORE INSTALLING SOIL AMENDMENTS, AND 2" BELOW FINISH GRADE IN SHRUB AREAS BEFORE INSTALLING SOIL AMENDMENTS. MULCH COVER WITHIN 6" OF CONCRETE WALKS AND CURBS SHALL NOT PROTRUDE ABOVE THE FINISH SURFACE OF THE WALKS AND CURBS. MULCH COVER WITHIN 12" OF WALLS SHALL BE AT LEAST 3" LOWER THAN THE TOP OF WALL.
4. ONCE SOIL PREPARATION IS COMPLETE, THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THERE ARE NO DEBRIS, TRASH, OR STONES LARGER THAN 1" REMAINING IN THE TOP 6" OF SOIL.

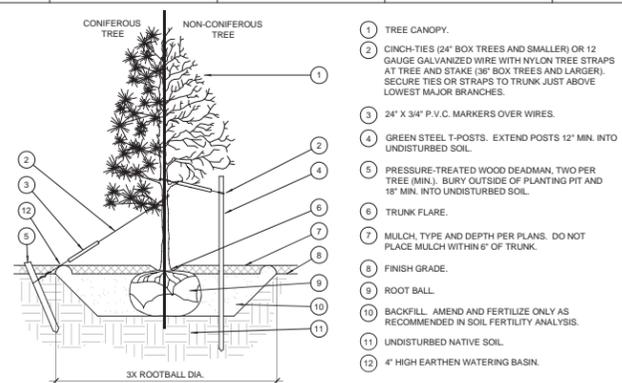
GENERAL PLANTING

1. REMOVE ALL NURSERY TAGS AND STAKES FROM PLANTS.
2. EXCEPT IN AREAS TO BE PLANTED WITH ORNAMENTAL GRASSES, APPLY PRE-EMERGENT HERBICIDES AT THE MANUFACTURER'S RECOMMENDED RATE.
3. TRENCHING NEAR EXISTING TREES:
 - a. CONTRACTOR SHALL NOT DISTURB ROOTS 1-1/2" AND LARGER IN DIAMETER WITHIN THE CRITICAL ROOT ZONE (CRZ) OF EXISTING TREES. ALL POSSIBLE CARE AND PRECAUTIONS TO AVOID INJURY TO TREE ROOTS, TRUNKS, AND BRANCHES. THE CRZ IS DEFINED AS A CIRCULAR AREA EXTENDING OUTWARD FROM THE TREE TRUNK, WITH A RADIUS EQUAL TO 1' FOR EVERY 1" OF TRUNK DIAMETER AT-BREAK HEIGHT (4.5' ABOVE THE AVERAGE GRADE AT THE TRUNK).
 - b. ALL EXCAVATION WITHIN THE CRZ SHALL BE PERFORMED USING HAND TOOLS. NO MACHINE EXCAVATION OR TRENCHING OF ANY KIND SHALL BE ALLOWED WITHIN THE CRZ.
 - c. ALTER ALIGNMENT OF PIPE TO AVOID TREE ROOTS 1-1/2" AND LARGER IN DIAMETER. WHERE TREE ROOTS 1-1/2" AND LARGER IN DIAMETER ARE ENCOUNTERED IN THE FIELD, TUNNEL UNDER SUCH ROOTS. WRAP EXPOSED ROOTS WITH SEVERAL LAYERS OF BURLAP AND KEEP MOIST. CLOSE ALL TRENCHES WITHIN THE CANOPY DRIP LINES WITHIN 24 HOURS.
 - d. ALL SEVERED ROOTS SHALL BE HAND PRUNED WITH SHARP TOOLS AND ALLOWED TO AIR-DRY. DO NOT USE ANY SORT OF SEALERS OR WOUND PAINTS.
4. TREE PLANTING
 - a. TREE PLANTING HOLES SHALL BE EXCAVATED TO MINIMUM WIDTH OF TWO TIMES THE WIDTH OF THE ROOTBALL AND TO A DEPTH EQUAL TO THE DEPTH OF THE ROOTBALL LESS TWO TO FOUR INCHES.
 - b. SCARIFY THE SIDES AND BOTTOM OF THE HOLES PRIOR TO THE PLACEMENT OF THE TREE. REMOVE ANY GLAZING THAT MAY HAVE BEEN CAUSED DURING THE EXCAVATION OF THE HOLE.
 - c. FOR CONTAINER AND BOX TREES, TO REMOVE ANY POTENTIALLY GIRDLING ROOTS AND OTHER ROOT DEFECTS, THE CONTRACTOR SHALL SHAVE A 1" LAYER OFF OF THE SIDES AND BOTTOM OF THE ROOTBALL OF ALL TREES JUST BEFORE PLACING INTO THE PLANTING PIT. DO NOT "TEASE" ROOTS OUT FROM THE ROOTBALL.
 - d. INSTALL THE TREE ON UNDISTURBED SUBGRADE SO THAT THE TOP OF THE ROOTBALL IS TWO TO FOUR INCHES ABOVE THE SURROUNDING GRADE.
 - e. BACKFILL THE TREE HOLE UTILIZING THE EXISTING TOPSOIL FROM ON-SITE. ROCKS LARGER THAN 1" DIA. AND ALL OTHER DEBRIS SHALL BE REMOVED FROM THE SOIL PRIOR TO THE BACKFILL. SHOULD ADDITIONAL SOIL BE REQUIRED TO ACCOMPLISH THIS TASK, USE STORED TOPSOIL FROM ON-SITE OR IMPORT ADDITIONAL TOPSOIL FROM OFF-SITE AT NO ADDITIONAL COST TO THE OWNER. IMPORTED TOPSOIL SHALL BE OF SIMILAR TEXTURAL CLASS AND COMPOSITION TO THE ON-SITE SOIL.
 - f. THE TOTAL NUMBER OF TREE STAKES (BEYOND THE MINIMUMS LISTED BELOW) WILL BE LEFT TO THE LANDSCAPE CONTRACTOR'S DISCRETION. SHOULD ANY TREES FAIL OR LEAN, THE LANDSCAPE CONTRACTOR SHALL STRAIGHTEN THE TREE, OR REPLACE IT SHOULD IT BECOME DAMAGED. TREE STAKING SHALL ADHERE TO THE FOLLOWING GUIDELINES:
 - i. 1"-2" TREES: TWO STAKES PER TREE
 - ii. 2-1/2"-4" TREES: THREE STAKES PER TREE
 - iii. TREES OVER 4" CALIPER: THREE STAKES PER TREE MINIMUM, QUANTITY AND POSITIONS AS NEEDED TO STABILIZE THE TREE.
 - iv. MULTI-TRUNK TREES: THREE STAKES PER TREE MINIMUM, QUANTITY AND POSITIONS AS NEEDED TO STABILIZE THE TREE.
 - g. UPON COMPLETION OF PLANTING, CONSTRUCT AN EARTH WATERING BASIN AROUND THE TREE. COVER THE INTERIOR OF THE TREE RING WITH MULCH (TYPE AND DEPTH PER PLANS).
5. SHRUB, PERENNIAL, AND GROUND COVER PLANTING
 - a. DO THE PLANTING HOLES TWICE AS WIDE AND 2" LESS DEEP THAN EACH PLANT'S ROOTBALL. INSTALL THE PLANT IN THE HOLE. BACKFILL AROUND THE PLANT WITH SOIL AMENDED PER SOIL TEST RECOMMENDATIONS.
 - b. INSTALL THE WEED BARRIER CLOTH, OVERLAPPING IT AT THE ENDS. UTILIZE STEEL STAPLES TO KEEP THE WEED BARRIER CLOTH IN PLACE.
 - c. WHEN PLANTING IS COMPLETE, INSTALL MULCH (TYPE AND DEPTH PER PLANS) OVER ALL PLANTING BEDS, COVERING THE ENTIRE PLANTING AREA.
6. SOODING
 - a. SOD VARIETY TO BE AS SPECIFIED ON THE LANDSCAPE PLAN.
 - b. LAY SOD WITHIN 24 HOURS FROM THE TIME OF STRIPPING. DO NOT LAY IF THE GROUND IS FROZEN.
 - c. LAY THE SOD TO FORM A SOLID MASS WITH TIGHTLY FITTED JOINTS. BUTT ENDS AND SIDES OF SOD STRIPS- DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES.
 - d. ROLL THE SOD TO ENSURE GOOD CONTACT OF THE SOD'S ROOT SYSTEM WITH THE SOIL UNDERNEATH.
 - e. WATER THE SOD THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING TO OBTAIN AT LEAST SIX INCHES OF PENETRATION INTO THE SOIL BELOW THE SOD.
7. HYDROMULCHING
 - a. THE HYDROMULCH MIX (PER 1,000 SF) SHALL BE AS FOLLOWS:
 - i. WINTER MIX (OCTOBER 1 - MARCH 31)
 - 1) 50# CELLULOSE FIBER MULCH
 - 2) UNHULLED BERMIUDA SEED
 - 3) ANNUAL RYE SEED
 - ii. SUMMER MIX (APRIL 1 - SEPTEMBER 30)
 - 1) 50# CELLULOSE FIBER MULCH
 - 2) HULLED BERMIUDA SEED
 - 3) 15-15-15 WATER SOLUBLE FERTILIZER
 - b. CLEAN UP
 - c. DURING LANDSCAPE PREPARATION AND PLANTING, KEEP ALL PAVEMENT CLEAN AND ALL WORK AREAS IN A NEAT, ORDERLY CONDITION.
 - d. DISPOSED LEGALLY OF ALL EXCAVATED MATERIALS OFF THE PROJECT SITE.
8. INSPECTION AND ACCEPTANCE
 - a. UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE SITE CLEAN, FREE OF DEBRIS AND TRASH, AND SUITABLE FOR USE AS INTENDED. THE LANDSCAPE CONTRACTOR SHALL THEN REQUEST AN INSPECTOR TO VISIT THE WORK TO DETERMINE IF THE WORK IS ACCEPTABLE.
 - b. WHEN THE INSPECTED PLANTING WORK DOES NOT COMPLY WITH THE CONTRACT DOCUMENTS, THE LANDSCAPE CONTRACTOR SHALL REPLACE AND/OR REPAIR THE REJECTED WORK TO THE OWNER'S SATISFACTION WITHIN 24 HOURS.
 - c. THE LANDSCAPE MAINTENANCE PERIOD WILL NOT COMMENCE UNTIL THE LANDSCAPE WORK HAS BEEN RE-INSPECTED BY THE OWNER AND FOUND TO BE ACCEPTABLE. AT THAT TIME, A WRITTEN NOTICE OF FINAL ACCEPTANCE WILL BE ISSUED BY THE OWNER, AND THE MAINTENANCE AND GUARANTEE PERIODS WILL COMMENCE.
9. LANDSCAPE MAINTENANCE
 - a. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK SHOWN ON THESE PLANS FOR 90 DAYS BEYOND FINAL ACCEPTANCE BY THE OWNER. LANDSCAPE MAINTENANCE SHALL INCLUDE WEEKLY SITE VISITS FOR THE FOLLOWING ACTIONS (AS APPROPRIATE): PROPER PRUNING OF TREES, RESETTLE PLANTS THAT HAVE SETTLED, MOWING AND AERATION OF LAWNS, WEEDING, RESEEDING AREAS WHICH HAVE NOT GERMINATED WELL, TREATING FOR INSECTS AND DISEASES, REPLACEMENT OF MULCH, REMOVAL OF LITTER, REPAIRS TO THE IRRIGATION SYSTEM DUE TO FAULTY PARTS AND/OR WORKMANSHIP, AND THE APPROPRIATE WATERING OF ALL PLANTINGS. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN PROPER WORKING ORDER, WITH SCHEDULING ADJUSTMENTS BY SEASON TO MAXIMIZE WATER CONSERVATION.
 - b. SHOULD SEEDING AND/OR SODDED AREAS NOT BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THESE AREAS AND OBTAINING A FULL, HEALTHY STAND OF GRASS AT NO ADDITIONAL COST TO THE OWNER.
 - c. TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS MUST OCCUR:
 - i. THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH (WITH EXCEPTIONS MADE FOR SEASONAL DORMANCY). ALL PLANTS NOT MEETING THIS CONDITION SHALL BE REJECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE.
 - ii. ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE.
 - iii. SEEDING/HYDROMULCHED AREAS, AND IRRIGATION SYSTEMS FOR A PERIOD OF ONE YEAR, FROM THE DATE OF THE CONTRACTOR'S FINAL ACCEPTANCE (90 DAYS FOR ANNUAL PLANTS). THE CONTRACTOR SHALL REPLACE, AT HIS OWN EXPENSE AND TO THE SATISFACTION OF THE OWNER, ANY PLANTS WHICH DIE IN THAT TIME, OR REPAIR ANY PORTIONS OF THE IRRIGATION SYSTEM WHICH OPERATE IMPROPERLY.
 - d. BEFORE FIRST MOWING, HYDROMULCHED AREAS SHALL SHOW ACTIVE, HEALTHY GROWTH. BARE AREAS LARGER THAN TWELVE SQUARE INCHES MUST BE RESEDED OR RESEEDED (AS APPROPRIATE) PRIOR TO FINAL ACCEPTANCE. ALL SODDED TURF SHALL BE NEATLY MOWED.
10. WARRANTY PERIOD, PLANT GUARANTEE AND REPLACEMENTS
 - a. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL TREES, SHRUBS, PERENNIALS, SOD, SEEDING/HYDROMULCHED AREAS, AND IRRIGATION SYSTEMS FOR A PERIOD OF ONE YEAR, FROM THE DATE OF THE CONTRACTOR'S FINAL ACCEPTANCE (90 DAYS FOR ANNUAL PLANTS). THE CONTRACTOR SHALL REPLACE, AT HIS OWN EXPENSE AND TO THE SATISFACTION OF THE OWNER, ANY PLANTS WHICH DIE IN THAT TIME, OR REPAIR ANY PORTIONS OF THE IRRIGATION SYSTEM WHICH OPERATE IMPROPERLY.
 - b. AFTER THE INITIAL MAINTENANCE PERIOD AND DURING THE GUARANTEE PERIOD, THE LANDSCAPE CONTRACTOR SHALL ONLY BE RESPONSIBLE FOR REPLACEMENT OF PLANTS WHEN PLANT DEATH CANNOT BE ATTRIBUTED DIRECTLY TO OVERWATERING OR UNDERWATERING OR OTHER DAMAGE BY HEALTHY GROWTH.
 - c. PROVIDE A MINIMUM OF (2) COPIES OF RECORD DRAWINGS TO THE OWNER UPON COMPLETION OF WORK. A RECORD DRAWING IS A RECORD OF ALL CHANGES THAT OCCURRED IN THE FIELD AND THAT ARE DOCUMENTED THROUGH CHANGE ORDERS, ADDENDUM, OR CONTRACTOR/CONSULTANT DRAWING MARKUPS.

D STEEL EDGING
SCALE: NOT TO SCALE



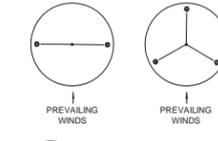
E HEDGE PLANTING AT PARKING AREA
SCALE: NOT TO SCALE



X TREE PLANTING
SCALE: NOT TO SCALE

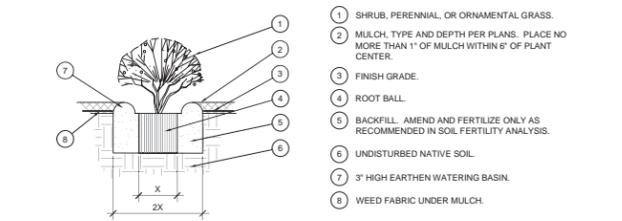
1. TREE CANOPY.
2. CINCH-TIES (24" BOX TREES AND SMALLER) OR 12 GAUGE GALVANIZED WIRE WITH NYLON TREE STRAPS AT TREE AND STAKE (36" BOX TREES AND LARGER). SECURE TIES OR STRAPS TO TRUNK JUST ABOVE LOWEST MAJOR BRANCHES.
3. 24" X 3/4" P.V.C. MARKERS OVER WIRES.
4. GREEN STEEL T-POSTS. EXTEND POSTS 12" MIN. INTO UNDISTURBED SOIL.
5. PRESSURE-TREATED WOOD DEADMAN, TWO PER TREE (MIN.). BURY OUTSIDE OF PLANTING PIT AND 18" MIN. INTO UNDISTURBED SOIL.
6. TRUNK FLARE.
7. MULCH, TYPE AND DEPTH PER PLANS. DO NOT PLACE MULCH WITHIN 6" OF TRUNK.
8. FINISH GRADE.
9. ROOT BALL.
10. BACKFILL. AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS.
11. UNDISTURBED NATIVE SOIL.
12. 4" HIGH EARTHEN WATERING BASIN.

STAKING EXAMPLES (PLAN VIEW)

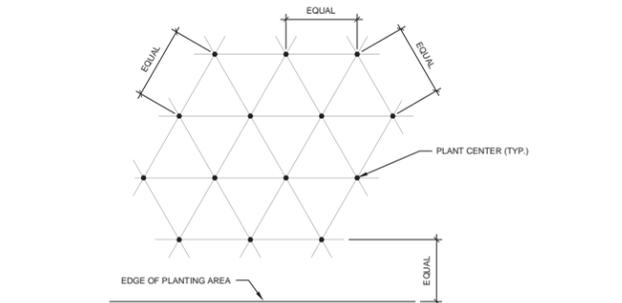


NOTES:

1. INSTALL EDGING SO THAT STAKES WILL BE ON INSIDE OF PLANTING BED.
2. BOTTOM OF EDGING SHALL BE BURIED A MINIMUM OF 1" BELOW FINISH GRADE.
3. TOP OF MULCH SHALL BE 1" LOWER THAN TOP OF EDGING.



B SHRUB AND PERENNIAL PLANTING
SCALE: NTS



NOTE: ALL PLANTS SHALL BE PLANTED AT EQUAL TRIANGULAR SPACING (EXCEPT WHERE SHOWN ON PLANS AS INFORMAL GROUPINGS). REFER TO PLANT LEGEND FOR SPACING DISTANCE BETWEEN PLANTS.

PLANT SPACING	AREA DIVIDER TO DETERMINE NO. OF PLANTS
6"	0.25
8"	0.45
10"	0.69
12"	1.00
15"	1.56
18"	2.25
24"	4.00
30"	6.25
36"	9.00

EXAMPLE: PLANTS AT 18" O.C. IN 100 SF OF PLANTING AREA = 100/25 = 4 PLANTS

C PLANT SPACING
SCALE: NTS

GENERAL PLANTING NOTES

1. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN). BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
2. CONSTRUCT AND MAINTAIN FINISH GRADES IN LANDSCAPE AREAS AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
3. ENSURE THAT THE GRADE IN SHRUB AREAS SHALL BE 2" BELOW FINISH GRADE AFTER INSTALLING SOIL AMENDMENTS, AND 1" BELOW FINISH GRADE IN SOD AREAS AFTER INSTALLING SOIL AMENDMENTS. MULCH COVER WITHIN 6" OF CONCRETE WALKS AND CURBS SHALL NOT PROTRUDE ABOVE THE FINISH SURFACE OF THE WALKS AND CURBS. MULCH COVER WITHIN 12" OF WALLS SHALL BE AT LEAST 3" LOWER THAN THE TOP OF WALL.
4. INSTALL MULCH TOPDRESSING, TYPE AND DEPTH PER MULCH NOTE. IN ALL PLANTING BEDS AND TREE RINGS, DO NOT INSTALL MULCH WITHIN 6" OF TREE ROOT FLARE.
5. INSTALL 14G. GREEN STEEL EDGING BETWEEN ALL PLANTING BEDS AND TURF AREAS, AND BETWEEN GROUNDCOVERS AND OTHER PLANTS (WHERE INDICATED ON THE PLAN).
6. HYDROMULCH ALL DISTURBED AREAS OUTSIDE OF PROPERTY LIMITS (UNLESS SHOWN AS SOD).
7. ALL PLANT LOCATIONS ARE DIAGRAMMATIC. ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AUTHORITY ARE MET (I.E., MINIMUM PLANT QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.).
8. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES; PLANT QUANTITIES SHOWN ON LEGENDS AND CALLOUTS ARE FOR GENERAL INFORMATION ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN (FOR INDIVIDUAL SYMBOLS) OR CALLOUT (FOR GROUNDCOVER PATTERNS) SHALL TAKE PRECEDENCE.
9. **NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT.** IF SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING (VIA PROPER CHANNELS).
10. PLANTS MAY BE INSPECTED AND APPROVED OR REJECTED ON THE JOBSITE BY THE OWNER OR OWNER'S REPRESENTATIVE.
11. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK SHOWN ON THESE PLANS FOR 90 DAYS BEYOND FINAL ACCEPTANCE OF ALL LANDSCAPE WORK BY THE OWNER. LANDSCAPE MAINTENANCE SHALL INCLUDE WEEKLY SITE VISITS FOR THE FOLLOWING ACTIONS (AS APPROPRIATE): PROPER PRUNING OF TREES, RESETTLE PLANTS THAT HAVE SETTLED, MOWING AND AERATION OF LAWNS, WEEDING, RESEEDING AREAS WHICH HAVE NOT GERMINATED WELL, TREATING FOR INSECTS AND DISEASES, REPLACEMENT OF MULCH, REMOVAL OF LITTER, REPAIRS TO THE IRRIGATION SYSTEM DUE TO FAULTY PARTS AND/OR WORKMANSHIP, AND THE APPROPRIATE WATERING OF ALL PLANTINGS. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN PROPER WORKING ORDER, WITH SCHEDULING ADJUSTMENTS BY SEASON TO MAXIMIZE WATER CONSERVATION.
12. SHOULD SEEDING AND/OR SODDED AREAS NOT BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THESE AREAS AND OBTAINING A FULL STAND OF GRASS AT NO ADDITIONAL COST TO THE OWNER.
13. TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS MUST OCCUR:
 - A. THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH (WITH EXCEPTIONS MADE FOR SEASONAL DORMANCY). ALL PLANTS NOT MEETING THIS CONDITION SHALL BE REJECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE.
 - B. ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE.
 - C. SODDED AREAS MUST BE ACTIVELY GROWING AND MUST REACH A MINIMUM HEIGHT OF 1 1/2 INCHES BEFORE FIRST MOWING. HYDROMULCHED AREAS SHALL SHOW ACTIVE, HEALTHY GROWTH. BARE AREAS LARGER THAN TWELVE SQUARE INCHES MUST BE RESEDED OR RESEEDED (AS APPROPRIATE) PRIOR TO FINAL ACCEPTANCE. ALL SODDED TURF SHALL BE NEATLY MOWED.
14. SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS.

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NEW YORK LANDSCAPE ARCHITECTS
ARLINGTON, TEXAS
9/10/2014

Legends CAR WASH
A NEW CAR WASH FACILITY FOR:

REVISIONS

No.	DATE	NOTE

Drawn by: LML
Checked by: LML
Project No. 13-0925
Date 06-20-2014

EVERGREEN DESIGN GROUP
Landscape Designers & Consultants
8000 680 6830
15305 Dallas Pkwy., Ste 300
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LANDSCAPE SPECS & DETAILS L1.2



NORTH COOPER STREET

LEGENDS CAR WASH

PROPOSED DEVELOPMENT

LEGENDS CAR WASH + CONCEPTUAL DEVELOPMENT
NORTH COOPER STREET
ARLINGTON, TEXAS

SEPT 11, 2014

SITE PLAN

A1.1



ARCHITECTURE INC

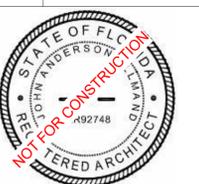
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NEW PET RESORT
PET PARADISE
SOUTH COOPER STREET
ARLINGTON, TX

REVISIONS

#	DATE	DESCRIPTION
1		
2		
3		
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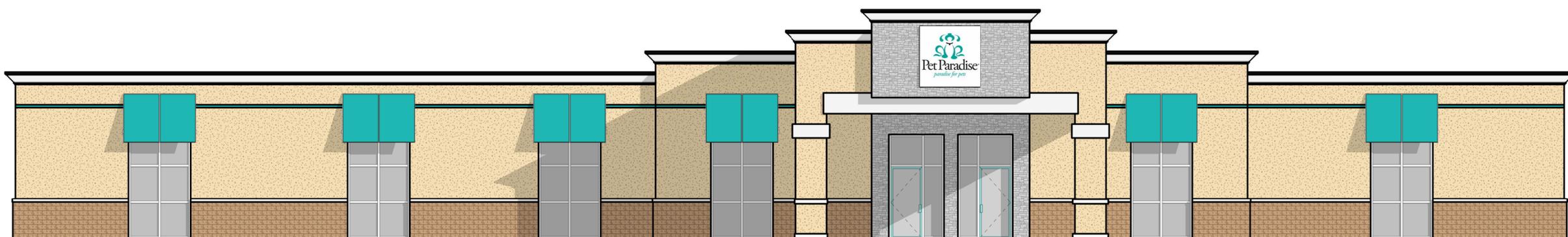


DATE: 6.15.16

SHEET: ELEVATION

A002

SCHEMATIC DESIGN



① FRONT ELEVATION PRESENTATION
3/16" = 1'-0"



VIEW FROM COOPER STREET



AERIAL VIEW FROM NORTHWEST



AERIAL VIEW FROM SOUTHEAST



VIEW FROM SOUTH

CONCEPTUAL DEVELOPMENT

LEGENDS CAR WASH + CONCEPTUAL DEVELOPMENT
NORTH COOPER STREET
ARLINGTON, TEXAS

SEPT 11, 2014

CONCEPTUAL
RENDERINGS

A3.2

Theresa Wilcox

Subject: FW: PD14-9R Legends Car Wash City Council date

From: Bryan Spain [mailto:BSpain@buxtonco.com]

Sent: Friday, August 19, 2016 8:32 AM

To: Jennifer Pruitt

Cc: SMaynor@cobbhendley.com; rcorbin@ldcwc.com

Subject: Re: PD14-9R Legends Car Wash City Council date

Jennifer Please accept this email as confirmation

my request to move the above referenced matter to the October 11, 2016 meeting. It is my intention to meet with you and my architect during the second week of September to discuss the matter.

Thank you for your help.

Bryan

Sent from my iPhone

Nathaniel Barnett

From: Nathaniel Barnett
Sent: Thursday, July 28, 2016 10:15 AM
To: Nathaniel Barnett
Subject: FW: Case#PD14-9R. 5523 S. Cooper

-----Original Message-----

From: Bryan Spain [<mailto:BSpain@buxtonco.com>]
Sent: Thursday, July 21, 2016 12:03 PM
To: Nathaniel Barnett
Cc: rgiles@giles-mcivor.com; lpayne@petparadisemanagement.com
Subject: Case#PD14-9R. 5523 S. Cooper

Nathaniel

Please accept this email as owner of the above referenced parcel to continue this case to the Sept. 6th meeting. This will allow me more time to work with you and staff to prepare the package to submit to council.

Thanks in advance for your help!

Bryan Spain
Pres. Development Division

Sent from my iPhone

Staff Report



Levying Taxes for Fiscal Year 2017	
City Council Meeting Date: 9-6-16	Document Being Considered: Ordinance

RECOMMENDATION

Approve first reading of an ordinance levying ad valorem taxes to support the FY 2017 operating budget.

PRIOR BOARD OR COUNCIL ACTION

On August 9, 2016, Council approved Resolution No. 16-169, proposing consideration of a property tax rate for FY 2017 at \$0.6448 per \$100 of valuation. Council held public hearings on the tax rate on August 23 and September 1, 2016.

ANALYSIS

V.T.C.A. Local Government Code, Section 102.009, requires that a municipality levy taxes in accordance with an adopted budget. The second and final reading of the ordinance levying ad valorem taxes for FY 2017 is scheduled for September 15, 2016.

The ad valorem tax rate required to support the FY 2017 operating budget, as proposed by the City, is \$0.6448 per \$100 valuation. State law requires the rate be adopted in two parts, one for debt and one for operations. The rate necessary for the Interest and Sinking Fund is \$0.1910 and the rate for the General Fund is \$0.4538.

S.B. 1760 requires at least 60 percent of the members of the governing body of a city to vote in favor of an ordinance setting a property tax rate that exceeds the effective tax rate.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

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

Ordinance No. _____

An ordinance levying ad valorem taxes for the City of Arlington, Texas, for Fiscal Year 2017, beginning October 1, 2016, and ending September 30, 2017, in accordance with Tex. Loc. Gov't Code Chapter 102 and Tex. Tax Code Chapter 26, and becoming effective from and after its passage

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

I.

That a tax is hereby levied upon all taxable property in the City of Arlington, Texas, during Fiscal Year 2017, beginning October 1, 2016, and ending September 30, 2017, the values of which have been certified by the Chief Appraiser of the Tarrant Appraisal District, in accordance with Tex. Loc. Gov't Code Chapter 102 and Tex. Tax Code Chapter 26, at the rate of Sixty-Four and Forty-Eight Hundredths of a cent (\$0.6448) per One Hundred Dollars valuation, of which Nineteen and Ten Hundredths of a cent (\$0.1910) is for the Interest and Sinking Fund, and Forty-Five and Thirty-Eight Hundredths of a cent (\$0.4538) is for the General Fund. **THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 10.15% AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$41.81.**

II.

Provisions relative to penalties, interest and remedies for the collection of delinquent taxes, as set out in the Charter and the Code of the City of Arlington, Texas, 1987, as amended, and the laws of the State of Texas, shall be used in the collection of the taxes levied herein.

III.

This ordinance shall become effective from and after its passage, as provided by law.

PRESENTED AND GIVEN FIRST READING on the 6th day of September, 2016, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the 15th day of September, 2016, by a vote of _____ ayes and _____ nays at a special 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



Ratification of Tax Increase in FY 2017 Operating Budget	
City Council Meeting Date: 9-6-16	Document Being Considered: Ordinance

RECOMMENDATION

Approve first reading of an ordinance ratifying the property tax increase reflected in the FY 2017 Operating Budget.

PRIOR BOARD OR COUNCIL ACTION

None.

ANALYSIS

V.T.C.A. Local Government Code, Section 102.007, requires "a separate vote of the governing body to ratify the property tax increase reflected in the budget" when the governing body adopts a budget that will require raising more revenue from property taxes than in the previous year. The term "ratify" is the term used in the statute.

The current tax rate being considered by the Council will raise more revenue from property taxes than in the previous year. The budget being considered by the Council is based on this tax rate. Therefore, if the Council adopts the operating budget for Fiscal Year 2017, Section 102.007 requires the Council, by separate vote, to "ratify the property tax increase reflected in the budget."

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

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

Ordinance No. _____

An ordinance ratifying the property tax increase reflected in the operating budget for the City of Arlington, Texas, for Fiscal Year 2017, beginning October 1, 2016, and ending September 30, 2017, in accordance with Tex. Loc. Gov't Code Chapter 102

WHEREAS, Section 102.007 requires a separate vote of the governing body to “ratify the property tax increase reflected in the budget” when the governing body adopts a budget that will require raising more revenue from property taxes than in the previous year; NOW THEREFORE

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

I.

That the City Council does hereby “ratify the property tax increase” reflected in the operating budget for the City of Arlington, Texas, for Fiscal Year 2017, beginning October 1, 2016, and ending September 30, 2017, in accordance with Section 102.007 of the Tex. Loc. Gov't Code.

II.

This ordinance shall become effective from and after its passage, as provided by law.

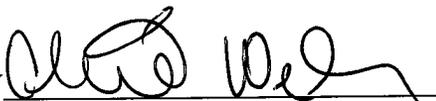
PRESENTED AND GIVEN FIRST READING on the 6th day of September, 2016, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the 15th day of September, 2016, by a vote of _____ ayes and _____ nays at a special meeting of the City Council 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

Water and Wastewater Rates Adjustment / Water and Sewer Chapter Ordinance Amendments	
City Council Meeting Date: 09-06-16	Document Being Considered: Ordinance

RECOMMENDATION

Approve an ordinance amending the “Water and Sewer” Chapter of the Code of the City of Arlington to modify water and wastewater rates and fixed monthly charges effective January 1, 2017, fire protection system fees effective October 1, 2016, and to add a new special services fee for laboratory testing effective October 1, 2016.

PRIOR BOARD OR COUNCIL ACTION

On September 15, 2015, Council passed Ordinance No. 15-041 amending the “Water and Sewer” Chapter of the Code of the City of Arlington through the amendment of Article III, entitled Charges for Water and Sewer Services, by the amendment of Section 3.02 (A)(1), relative to water rates, 3.02 (B)(1), relative to sewer rates, and 3.02 (G), relative to fire protection system fees, effective October 1, 2015.

On September 13, 2005, Council passed Ordinance No 05-079 amending the “Water and Sewer” Chapter of the Code of the City of Arlington through the amendment of Article III, entitled Charges for Water and Sewer Service, by the amendment of Section 3.02 (G), relative to fire protection system fees; by the amendment of Section 3.03 effective ten (10) days after first publication.

ANALYSIS

Arlington Water Utilities (AWU) proposes revisions to the “Water and Sewer” Chapter of the Code of the City of Arlington to amend the water and wastewater rates with rates becoming effective January 1, 2017. The proposed FY 2017 Arlington Water Utilities department revenue budget is \$138,845,773, which is a 7.4% increase over the FY 2016 budget. The FY 2017 expenditure budget includes an increase of \$3,071,847 for raw water purchases and \$2,867,419 for wastewater treatment. Below are the proposed rate changes.

The proposed consumption charges (per 1,000 gallons) for residential, commercial, irrigation and construction meters are outlined in the tables below.

Conservation Rates Residential Block Structure	
Usage (1,000) gallons	FY 2017 Rate
0-2	\$2.02
3-10	\$2.79
11-15	\$4.02
16-29	\$4.79
≥30	\$5.94

Conservation Rates Commercial Block Structure	
Usage (1,000) gallons	FY 2017 Rate
0-15	\$3.00
≥16	\$3.16

Conservation Rates Irrigation Block Structure	
Usage (1,000) gallons	FY 2017 Rate
0-29	\$4.79
>30	\$5.94
Conservation Rates Construction Water Block Structure	
Usage (1,000) gallons	FY 2017 Rate
0-99	\$5.90
≥100	\$7.44

The following table contains the fixed fees for water.

Water Fixed Fees	
Meter Size	FY 2017
¾" (≤2,000 gal) Residential only	\$ 6.40
¾" (≥3,000 gal) Residential and all other customer classes	\$ 9.00
1"	\$ 15.00
1½"	\$ 34.30
2"	\$ 60.00
3"	\$ 141.00
4"	\$ 225.00
6"	\$ 524.00
8"	\$ 820.00
10"	\$1,232.00

The following table contains the fixed fees for wastewater.

Wastewater Fixed Fees	
Meter Size	FY 2017
¾" (≤2,000 gal) Residential only	\$ 5.80
¾" (≥3,000 gal) Residential and all other customer classes	\$ 9.90
1"	\$ 16.80
1½"	\$ 38.70
2"	\$ 60.50
3"	\$ 187.00
4"	\$ 279.00
6"	\$ 759.00
8"	\$1,000.00
10"	\$1,458.00

The following table contains the FY 2017 proposed usage charge for all wastewater customer classes.

Wastewater Charge	
Usage (1,000) gallons	FY 2017 Rate
All usage	\$4.18

The following table contains the FY 2017 proposed reclaimed water rate for all customer classes.

Reclaimed Water	
Usage (1,000) gallons	FY 2017 Rate
All usage	\$2.63

In regard to the fire protection system fees, beginning effective October 1, 2016, a fixed monthly fee of \$90.00 shall be charged to customers with fire protection systems and/or fire lines.

The impact will affect customers during FY 2017 and will vary according to customer class and usage levels. The proposed adjustments will result in a monthly increase of \$2.48, or 4.85%, for the average residential customer using 7,000 gallons of water and 4,000 gallons of wastewater per month. The monthly increase for a commercial customer using 50,000 gallons of water and 50,000 gallons of wastewater per month will be 9.13% or \$40.60.

Additionally, Arlington Water Utilities proposes to add a new special services fee for customer requested laboratory testing services becoming effective October 1, 2016. Arlington Water Utilities receive requests from customers to test the water at their location. This is a special customer requested service where cost to perform the test are not recovered through rates. Arlington Water Utilities proposes to assess a charge to the customer for this service that will be set by City Council Resolution.

FINANCIAL IMPACT

<u>FY2017</u>	<u>FY2018</u>	<u>FY2019</u>
\$0	\$0	\$0

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Walter J. Pishkur Director of Water Utilities 817-459-6603 Buzz.Pishkur@arlingtontx.gov	Medria Browhow Water Utilities Financial Administrator 817-459-6810 Medria.Browhow@arlingtontx.gov
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Ordinance No. _____

An ordinance amending the "Water and Sewer" Chapter of the Code of the City of Arlington, Texas, 1987, through the amendment of Article III, Charges for Water and Sewer Service, Section 3.02, Water and Sewer Rates, Subsection (A)(1), relative to water rates; Subsection 3.02(B)(1), relative to sewer rates; and Subsection 3.02(G), relative to fire protection system fees; and the addition of Section 3.06, Laboratory Testing; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions, and publication; and providing that Subsections 3.02(A)(1) and 3.02(B)(1) shall become effective on January 1, 2017 and Subsection 3.02(G) and Section 3.06 shall become effective on October 1, 2016

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

1.

That the "Water and Sewer" Chapter of the Code of the City of Arlington, Texas, 1987, is hereby amended through the amendment of **Article III, Charges for Water and Sewer Service, Section 3.02, Water and Sewer Rates, Subsection (A)(1)**, so that said subsection shall be and read as follows:

- (1) The following rates per month shall be the rates charged for water service furnished to customers within and outside the corporate limits of the City:

Conservation Rates Residential Block Structure	
Usage (1,000) gallons	Rate
0-2	\$2.02
3-10	\$2.79
11-15	\$4.02
16-29	\$4.79
≥30	\$5.94
Conservation Rates Commercial Block Structure	
Usage (1,000) gallons	Rate
0-15	\$3.00
≥16	\$3.16
Conservation Rates Irrigation Block Structure	
Usage (1,000) gallons	Rate
0-29	\$4.79
≥30	\$5.94

Conservation Rates Construction Water Block Structure	
Usage (1,000) gallons	Rate
0-99	\$5.90
≥100	\$7.44

Conservation Rates Reclaimed Water Structure	
Usage (1,000) gallons	Rate
All usage	\$2.63

Water Fees	
Meter Size	Fixed Monthly Charge
$\frac{3}{4}$ " (<2,000 gal) Residential only	\$6.40
$\frac{3}{4}$ " (≥3,000 gal) Residential and all other customer classes	\$9.00
1"	\$15.00
1 ½"	\$34.30
2"	\$60.00
3"	\$141.00
4"	\$225.00
6"	\$524.00
8"	\$820.00
10"	\$1,232.00

Further, **Article III, Section 3.02**, is hereby amended by the amendment of Subsection **(B)(1)**, so that said subsection shall be and read as follows:

- (1) The following rates per month shall be the rates charged for sanitary sewer service furnished to customers within and outside the corporate limits of the City where the sewage produced by such customers is a normal strength wastewater (250 mg/1 BOD and 250 mg/1 Suspended Solids), except as provided in Subsections 3.02(B)(2), 3.02(B)(3) and 3.02(C), or in the "Industrial Waste and Pollution Control" Chapter of the Code of the City of Arlington, 1987, as amended.

Wastewater		
Meter Size	Fixed Monthly Charge	Consumption
¾" (<2,000 gal) Residential Only	\$5.80	\$4.18/1,000 gallons
¾" (≥3,000 gal) Residential and all other customer classes	\$9.90	\$4.18/1,000 gallons
1"	\$16.80	\$4.18/1,000 gallons
1 ½"	\$38.70	\$4.18/1,000 gallons
2"	\$60.50	\$4.18/1,000 gallons
3"	\$187.00	\$4.18/1,000 gallons
4"	\$279.00	\$4.18/1,000 gallons
6"	\$759.00	\$4.18/1,000 gallons
8"	\$1,000.00	\$4.18/1,000 gallons
10"	\$1,458.00	\$4.18/1,000 gallons

All residential customers will be charged the fixed monthly charge associated with a three-quarter inch (.75") meter.

Further, **Article III, Section 3.02**, is hereby amended by the amendment of Subsection (G), so that said subsection shall be and read as follows:

- G. Fire Protection System Fees:** A fixed monthly fee of \$90.00 shall be charged to customers with fire protection systems and/or fire lines.

Further, **Article III** is hereby amended by the **addition** of Section 3.06, Laboratory Testing, so that said section shall be and read as follows:

Section 3.06 Laboratory Testing

- A. A charge shall be made by the Water Utilities Department for customer requested laboratory service tests including but not limited to: Total Coliform/E. Coli Presence-Absence; HPC; Total Coliform/E. Coli Enumeration; ATP; Mercury (Hg); Metals; Pesticides (EPA 525); Anions; Hexavalent Chromium; Hardness; TPH; Chlorophyll A; Phosphorus, Total; and sampling.
- B. The fee charged shall be established by resolution of City Council and set forth in the adopted Water Utilities Office Policies.

2.

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

3.

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

4.

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the 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.

5.

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

6.

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

7.

Subsections 3.02(A)(1) and 3.02(B)(1) of this ordinance shall become effective on January 1, 2017 and Subsection 3.02(G) and Section 3.06 of this ordinance shall become effective on October 1, 2016.

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 special 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



New School Zone for Peach Elementary and School Zone Revision for Workman Junior High/McNutt Elementary

City Council Meeting Date: 9/06/16

Document Being Considered: Ordinance

RECOMMENDATION

Approve an amendment to Article III (Speed Regulations) of the Traffic and Motor Vehicles Chapter of the Code of Ordinances to create one new school zone and revise one existing school zone.

PRIOR BOARD OR COUNCIL ACTION

The latest school zone revisions were approved by Council on August 25, 2015, with the adoption of Ordinance No. 15-035.

ANALYSIS

One new school zone is needed for Peach Elementary School. The school zone location and effective times are as follows:

Baird Farm Road: Between a point 450 feet north of Brookhollow Plaza Drive to a point 100 feet north of Harwell Drive.

- 7:30 a.m. – 8:30 a.m.
- 3:00 p.m. – 4:00 p.m.

One existing school zone for Workman Junior High on Center Street between Volunteer Drive and Arbrook Boulevard needs to be revised. The revision incorporates the new McNutt Elementary School. The school zone limits and effective times are to be revised as follows:

Center Street: Between a point 80 feet north of Volunteer Drive and Arbrook Boulevard.

- 7:30 a.m. – 9:00 a.m.
- 3:00 p.m. – 4:30 p.m.

FINANCIAL IMPACT

There is no financial impact associated with these revisions.

FY 2016
\$0

FY 2017
\$0

FY 2018
\$0

ADDITIONAL INFORMATION

Attached:	Ordinance Exhibits 1 and 2
Under separate cover:	None
Available in the City Secretary's Office:	None

STAFF CONTACT(S)

Mindy Carmichael, P.E.
Director of Public Works & Transportation
817-459-6552
Mindy.Carmichael@arlingtontx.gov

Ordinance No. _____

An ordinance amending the "Traffic and Motor Vehicles" Chapter of the Code of the City of Arlington, Texas, 1987, through the amendment of Article III, Speed Regulations, Section 3.05, Speed Limits in School Zones, Subsection (C), by the addition of a new school zone on Baird Farm Road and the amendment of a school zone on Center Street; providing for a fine of up to \$200 for each offense in violation of the ordinance; providing this ordinance be cumulative; providing for severability; providing for governmental immunity; providing for injunctions; providing for publication and becoming effective ten days after first publication

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

1.

That the "Traffic and Motor Vehicles" Chapter of the Code of the City of Arlington, Texas, 1987, is hereby amended through the amendment of **Article III, Speed Regulations, Section 3.05, Speed Limits in School Zones**, Subsection (C), is hereby amended by the addition of a new school zone on Baird Farm Road and the amendment of a school zone on Center Street, so that the school zones on Baird Farm Road and Center Street shall be and read as follows:

<u>Street Location</u>	<u>Hours in Effect</u>	<u>School Zone Designation</u>
<u>Baird Farm Road</u>		
Between a point 450 feet north of Brookhollow Plaza Drive to a point 100 feet north of Harwell Drive	7:30 am - 8:30 am 3:00 pm - 4:00 pm	(E)
<u>Center Street</u>		
Between Pine Street and Slaughter Street	7:30 am - 8:30 am 3:00 pm - 4:00 pm	(E)
Between a point 200 feet north of Sanford Street and a point 500 feet south of Sanford Street	7:30 am - 8:30 am 11:00 am - 12:30 pm 3:00 pm - 4:00 pm	(C)

Between Mayfield Road and a point 600 feet north of Mayfield Road	7:30 am - 8:30 am 3:00 pm - 4:00 pm	(E)
Between a point 80 feet north of Volunteer Drive and Arbrook Boulevard	7:30 am - 9:00 am 3:00 pm - 4:30 pm	(E/J)
Between E. Williamsburg Manor and Durham Drive	7:30 am - 8:30 am 3:00 pm - 4:30 pm	(E/J)

2.

Any person, firm, corporation, agent or employee thereof who violates any of the provisions of this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be fined an amount not to exceed Two Hundred and No/100 Dollars (\$200) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

3.

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

4.

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

5.

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

6.

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

7.

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

8.

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

PRESENTED AND GIVEN FIRST READING on the _____ day of _____, 2016, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the _____ day of _____, 2016, by a vote of _____ ayes and _____ nays at a special 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 1
BAIRD FARM RD
PEACH ELEMENTARY SCHOOL ZONE**

**PEACH
ELEMENTARY SCHOOL**

BAIRD FARM RD

STONELEIGH CT

ADM CIR

HARWELL DR

CANDLER DR

MISTY GLEN TRL

HARWELL DR

LOS PRADOS TRL

PALOMA WAY

LOSALTOS CT

PANAMA CT

CABOT CT

CORVALLIS TRL

BROOKHOLLOW PLAZA DR

E LAMAR BLV



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.

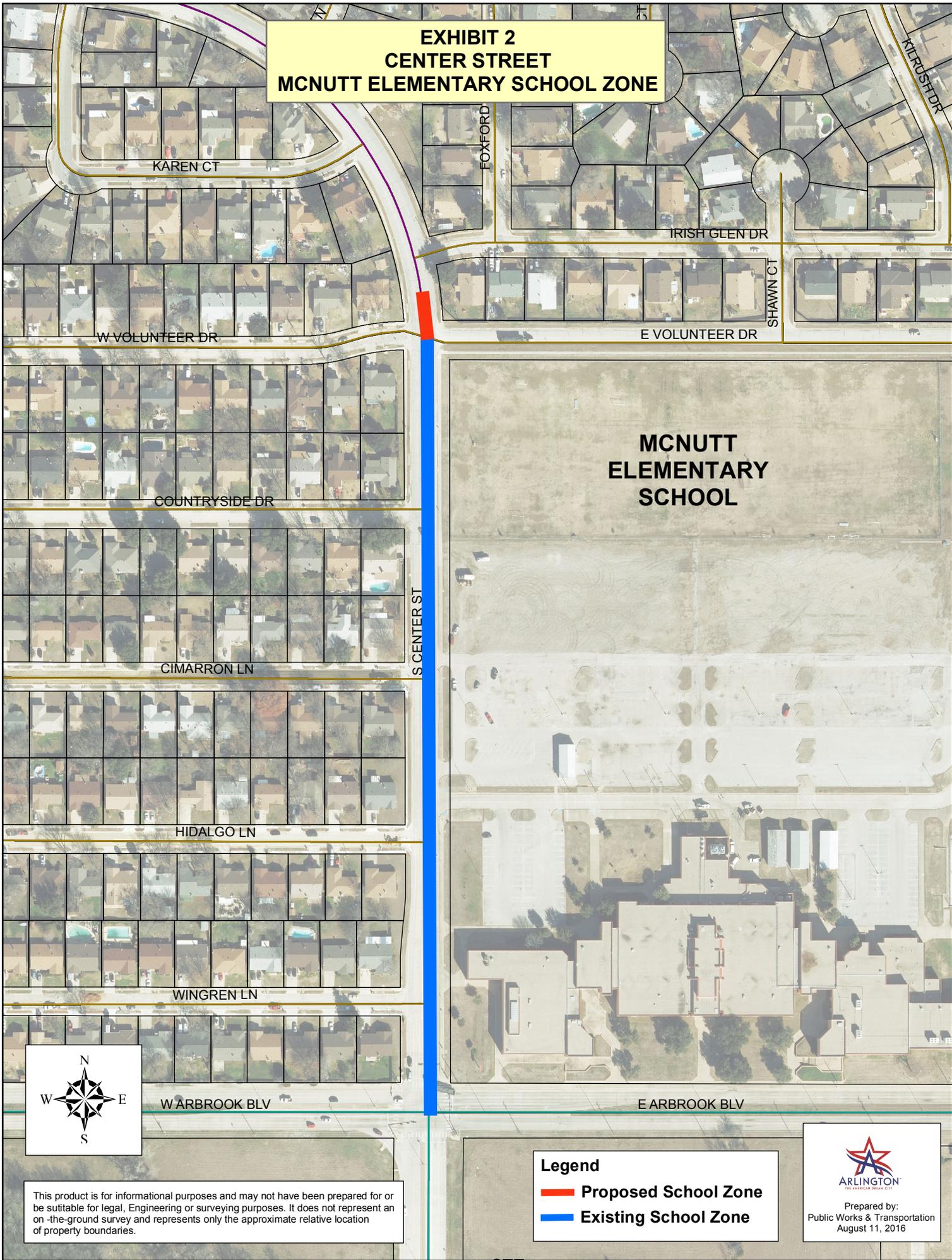
Legend

 **Proposed School Zone**



Prepared by:
Public Works & Transportation
August 2, 2016

**EXHIBIT 2
CENTER STREET
MCNUTT ELEMENTARY SCHOOL ZONE**



**MCNUTT
ELEMENTARY
SCHOOL**



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 School Zone**
- **Existing School Zone**

Prepared by:
Public Works & Transportation
August 11, 2016