



CITY COUNCIL AGENDA

OCTOBER 25, 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 artículo 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 señalará a fines del tiempo del orador. Por favor, concluye tus comentarios inmediatamente.
- Pedimos que dirige sus comentarios al Alcalde y el Concilio.

III. Participación de los Ciudadanos

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

IV. Reglas de Cortesía

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

Agenda



Arlington City Council Meeting

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

Tuesday, October 25, 2016
6:30 PM

- I. CALL TO ORDER
- II. INVOCATION AND PLEDGE OF ALLEGIANCE TO U.S. AND TEXAS FLAGS
- III. SPECIAL PRESENTATIONS
- IV. APPOINTMENTS TO BOARDS AND COMMISSIONS
- V. SPEAKER GUIDELINES AND GENERAL DECORUM
- VI. APPROVAL OF ITEMS FROM EXECUTIVE SESSION
 - 1. **Abram Street (Cooper Street to Collins Street) – Melissa Rose Martin; Project No. PWST10009**

A resolution determining the necessity of acquiring a street right-of-way easement in, over and through land being a portion of Tracts 116 & 117, Solomon Davis Addition, an addition the City of Arlington, Tarrant County, Texas; otherwise known as 501 & 503 West Abram Street, City of Arlington, Tarrant County, Texas.

<ul style="list-style-type: none">• 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:												
<table><tr><td></td><td>Afternoon meetings</td><td>Evening Meetings</td></tr><tr><td>Sunday</td><td>1:00 p.m.</td><td>6:00 p.m.</td></tr><tr><td>Wednesday</td><td>1:30 p.m.</td><td>6:30 a.m.</td></tr><tr><td>Saturday</td><td>6:00 p.m.</td><td>6:30 a.m.</td></tr></table>		Afternoon meetings	Evening Meetings	Sunday	1:00 p.m.	6:00 p.m.	Wednesday	1:30 p.m.	6:30 a.m.	Saturday	6:00 p.m.	6:30 a.m.
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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.										
<p>The Council agenda can be viewed on the City’s website at www.ArlingtonTX.gov</p> <ul style="list-style-type: none">• For a complete Arlington Government Channel program schedule, please visit www.ArlingtonTX.gov/Broadcast												

2. **Abram Street (Cooper Street to Collins Street) – Happy King Trusts and Louise King Trust; Project No. PWST10009**
A resolution determining the necessity of acquiring a street right-of-way easement in, over and through land being Lot B, George Lampe Addition, an addition to the City of Arlington; otherwise known as 410 West Abram Street, City of Arlington, Tarrant County, Texas.
3. **Abram Street (Cooper Street to Collins Street) – Daniel Partners Limited; Project No. PWST10009**
A resolution determining the necessity of acquiring a street right-of-way easement and a temporary construction easement in, over and through land being Tracts 49, 50, 51, 52, 53 and 53A, John Huitt Survey, Abstract No. 703; otherwise known as 504 East Abram Street, City of Arlington, Tarrant County, Texas.

VII. APPROVAL OF MINUTES

Afternoon Meeting, October 11, 2016
Evening Meeting, October 11, 2016

VIII. APPROVAL OF CONSENT AGENDA

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

A. Minute Orders

1. **Renewal of Professional Services Contract for Accounts Payable Services, Bid Project 15-0024 (MO#10252016-001)**
Authorize the City Manager or his designee to exercise the third renewal in the successive professional services contract for accounts payable services for a one year term, with Cognizant Technology Solutions of College Station, Texas, in the estimated amount of \$135,000, and execute any and all documents necessary to carry out such renewal. Funds are budgeted in Payroll/Accounts Payable Professional Services Account No. 140501-61043.
2. **Renewal of Contract for Program Administrator for the Arlington Homebuyers' Assistance Program, Bid Project 15-0090 (MO#10252016-002)**
Authorize the City Manager or his designee to exercise the first of four one-year renewal options in the contract for a program administrator for the Arlington Homebuyers' Assistance Program (AHAP) with Tarrant County Housing Partnership (TCHP), Inc. of Fort Worth, Texas, in the estimated amount of \$60,000, and execute any and all documents necessary to carry out such renewal. Grant funding has been confirmed for FY 2017 and is budgeted in Home Investment Partnership Act Grant Account No. 418605-61002-410728.

3. **Renewal of Annual Requirements Contract for Street Sweeping Services, Bid Project 16-0002 (MO#10252016-003)**
Authorize the City Manager or his designee to exercise the first of four, one year renewal options in the annual requirements contract for street sweeping services with Pannell Industries, Inc. of Dallas, Texas, in the estimated amount of \$260,790 and execute any and all documents necessary to carry out such renewal. Funds are budgeted in Storm Water Maintenance of Streets Account No. 300102-63132.
4. **Renewal of Annual Requirements Contract for Painting Services for City-Owned Properties, Bid Project 16-0015 (MO#10252016-004)**
Authorize the City Manager or his designee to exercise the first of four one-year renewal options in the annual requirements contract for painting services for city-owned properties with Concord Commercial Services, Inc. of Balch Springs, Texas, in the estimated amount of \$100,600, and execute any and all documents necessary to carry out such renewal. Funds are budgeted in various departmental accounts.
5. **Renewal of Annual Requirements Contract for Breakaway Sign Posts, Bid Project 13-0196 (MO#10252016-005)**
Authorize the City Manager or his designee to exercise the third of four one-year renewal options in the annual requirements contract for breakaway sign posts with Allied Tube & Conduit Corp. of Harvey, Illinois, in the estimated amount of \$70,000, and execute any and all documents necessary to carry out such renewal. Funds are budgeted in Traffic Signs and Markings Account No. 720105-60012.
6. **Renewal of Annual Requirements Contracts for Hot-Mix Asphalt Concrete, Bid Project 14-0009 (MO#10252016-006)**
Authorize the City Manager or his designee to exercise the third of four one-year renewal options in the annual requirements contracts for hot-mix asphaltic concrete with Reynolds Asphalt & Construction Company of Euless, Texas, in the estimated amount of \$827,250 and JLB Contracting, L.P. of Fort Worth, Texas, in the estimated amount of \$825,000, for a total estimated amount of \$1,652,250, and execute any and all documents necessary to carry out such renewal. Funds are budgeted in Street Maintenance Sales Tax Account No. 720101-63132.
7. **Renewal of Annual Requirements Contracts for the Purchase and Installation of Pavement Markings, Bid Project 13-0014 (MO#10252016-007)**
Authorize the City Manager or his designee to exercise the fourth and final one-year renewal option in the annual requirements contract for the purchase and installation of pavement markings with Stripe-A-Zone, Inc. of Grand Prairie, Texas, in the estimated amount of \$659,623, and execute any and all documents necessary to carry out such renewal. Funds are budgeted in Street Maintenance Sales Tax Account No. 720101-63132.
8. **Renewal of Annual Requirements Contract for Irrigation Relocation, Tree Removal and Grass Replacement, Bid Project 16-0011 (MO#10252016-008)**
Authorize the City Manager or his designee to exercise the first of four one-year renewal options in the annual requirements contract for irrigation relocation, tree removal, and grass replacement services with Northeast Service, Inc., dba Horton Tree Service of Kennedale, Texas, in the estimated amount of \$92,199, and execute any and all documents necessary to carry out such renewal. Funds are budgeted in Street Bond Fund Account No. 358504-68153-65450699 [\$73,759.20] and Storm Water Utility Fund Account No. 308501-68151-10500199 [\$18,439.80].

9. **Renewal of Annual Requirements Contract for Granular Activated Carbon, Bid Project 15-0008 (MO#10252016-009)**
Authorize the City Manager or his designee to exercise the second of four, one-year renewal options in the contract for the supply and delivery of granular activated carbon with Calgon Carbon Corporation of Pittsburgh, Pennsylvania, in the estimated amount of \$476,720, and execute any and all documents necessary to carry out such renewal. Funds are budgeted in Water R & R Capital Project Account No. 678501-68150-20136205.
10. **Renewal of Annual Requirements Contract for the Supply of Plastic Meter Boxes and Iron Cover Lids, Bid Project 13-0033 (MO#10252016-010)**
Authorize the City Manager or his designee to exercise the fourth and final renewal in the contract for plastic meter boxes and iron cover lids with HD Supply Waterworks of Richland Hills, Texas, in the estimated amount of \$300,000, and execute any and all documents necessary to carry out such renewal. Funds are budgeted in Water Utilities Inventory Account No. 5000-16000.
11. **Renewal of Annual Requirements Contract for Fire Hydrants, Bid Project 15-0158 (MO#10252016-011)**
Authorize the City Manager or his designee to exercise the first of four, one-year renewal options in the contract for fire hydrants with Ferguson Waterworks of Dallas, Texas in the estimated amount of \$265,298, and execute any and all documents necessary to carry out such renewal. Funds are budgeted in Water Utilities Inventory Account No. 5000-16000.
12. **Annual Requirements Contract for HACH Supplies and Repair Services for HACH Instruments, Bid Project 17-0024 (MO#10252016-012)**
Authorize the City Manager or his designee to execute an annual requirements contract for the sole-source purchase of HACH consumable supplies and repair services for HACH instruments with HACH Company of Loveland, Colorado, in the estimated amount of \$130,000, and execute any and all documents necessary to carry out such contract. HACH Company is the sole provider for the HACH brand instruments and offers expertise and OEM quality supplies for their products. Therefore, the purchase is exempt from the competitive bidding statutes in accordance with Texas Local Government Code, Section 252.022 (a) 7 as sole-source procurement. Funds are budgeted in multiple Water Treatment Operations & Maintenance of Instruments accounts.
13. **Annual Requirements Contract for Equipment and Maintenance of the SkyLogix System, Bid Project 17-0032 (MO#10252016-013)**
Authorize the City Manager or his designee to execute an annual requirements contract for the sole-source purchase of equipment and maintenance for the Sports Lighting Energy Management System with SkyLogix Wireless Technologies of Phoenix, Arizona in the estimated amount of \$55,000, and execute any and all documents necessary to carry out such contract. SkyLogix Wireless Technologies of Phoenix, Arizona, is the sole provider for all Skylogix service and equipment; therefore, the purchase is exempt from the competitive bidding statutes in accordance with Texas Local Government Code, Section 252.022 (a) 7 as sole-source procurement. Funds are budgeted in various Parks and Recreation Department accounts.

14. **Annual Maintenance Agreement for Polaris Integrated Library System (ILS) Automation Software, Bid Project 17-0008 (MO#10252016-014)**
 Authorize the City Manager or his designee to execute a sole-source annual maintenance agreement for the Polaris Integrated Library System (ILS) Automation Software with Innovative Interfaces, Inc. of Emeryville, California, in the estimated amount of \$73,594.60, and execute any and all documents necessary to carry out such agreement. Funds are budgeted in Library Electronic Services Account No. 960301-63142.

15. **Engineering Services Contract for Water Treatment Plant Filter Backwash Supply Piping and Weir Gate Replacement, Project No. WUTR16020 (MO#10252016-015)**
 Authorizing the City Manager or his designee to execute an Engineering Services Contract with HDR Engineering, Inc., of Dallas, Texas, for the design of the Water Treatment Plant Filter Backwash Supply Piping and Weir Gate Replacement, in an amount not to exceed \$ 282,973. Funding is available in Water Bond Fund Account No. 658502-18167205-61043.

16. **Engineering Services Contract for Pierce-Burch Water Treatment Plant Headworks Programmable Logic Controller Upgrade and Filter Operation Programing; Project No. WUTR16015 (MO#10252016-016)**
 Authorize the City Manager or his designee to execute an Engineering Services Contract with Harutunian Engineering, Inc., of Austin, Texas, for the Pierce-Burch Water Treatment Plant Headworks PLC Upgrade and Filter Operation Programing in an amount not to exceed \$107,250.52. Funding is available in Water Bond Fund Account No. 658502-18157205-61043.

17. **Engineering Services Contract for John F. Kubala Water Treatment Plant - 2016 Structural Engineering Evaluations and Design; Project No. WUTR16016 (MO#10252016-017)**
 Authorize the City Manager or his designee to execute an Engineering Services Contract with JQ Infrastructure, LLC, of Dallas, Texas, for the design of the John F. Kubala Water Treatment Plant - 2016 Structural Engineering Evaluations and Design in an amount not to exceed \$105,260. Funding is available in Water Bond Fund 658502-18159205-61043

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 PD16-15 (Costco Wholesale Liquor Addition - 600 West Arbrook Boulevard) (CLOSED)**
 Consider Zoning Case PD16-15, with a Development Plan; generally located south of West Arbrook Boulevard and east of Matlock Road. Final reading of an ordinance changing the zoning classification on certain property known as 600 West Arbrook Boulevard 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 Alternate Sign Plan ASP16-2 (Hurricane Harbor - 1800 East Lamar Boulevard) (CLOSED)**
 Consider a request to approve an Alternate Sign Plan on approximately 46 acres zoned Entertainment District Overlay – Community Commercial (EDO-CC); generally located north of East Interstate 30 Highway and west of Ballpark Way. Final reading of an ordinance adopting Alternate Sign Plan, ASP16-2, on certain property known as 1800 East Lamar Boulevard zoned Entertainment District Overlay-Community Commercial (EDO-CC).
3. **Zoning Case Alternate Sign Plan ASP16-3 (Six Flags - 2201 East Road to Six Flags) (CLOSED)**
 Consider a request to approve an Alternate Sign Plan on approximately 190 acres zoned Entertainment District Overlay - Community Commercial (EDO-CC); generally located south of East Interstate 30 Highway and east of Ballpark Way. Final reading of an ordinance adopting Alternate Sign Plan, ASP16-3, on certain property known as 2201 East Road to Six Flags zoned Entertainment District Overlay-Community Commercial (EDO-CC).

C. Consent Agenda Resolutions

1. **Arlington Independent School District Agreement (Hometown Recruiting Officer)**
 A resolution authorizing the execution of a retroactive 2016-17 High School Police Academy Interlocal Agreement with the Arlington Independent School District relative to the Arlington Police Department providing a Hometown Recruiting Officer for the estimated amount of \$104,451.
2. **Arlington Independent School District Agreement (School Resource Officers)**
 A resolution authorizing the execution of a retroactive 2016-2017 School Resource Officer Agreement with the Arlington Independent School District relative to the Arlington Police Department providing School Resource Officer services for the estimated amount of \$1,380,737.98.
3. **Execution of a Use Agreement with Links Construction, LLC. (119 Hosack Street)**
 A resolution authorizing the City Manager or his designee to execute a Use Agreement with Links Construction, LLC for the purpose of staging a temporary construction trailer located at 119 Hosack Street, City of Arlington, Tarrant County, Texas.
4. **Naming Officers for the November 8, 2016 Special Election**
 A resolution naming the election officers for the Special Election to be held on November 8, 2016, in the City of Arlington, Texas.
5. **Interlocal Agreement Between the City of Arlington and the North Central Texas Regional Certification Agency (NCTRCA), Bid Project 17-0046**
 A resolution authorizing the execution of an Interlocal Member Agreement with North Central Texas Regional Certification Agency for the amount of \$39,888 relative to participation in providing regional certification and other related services to Disadvantaged Business Enterprise and Minority and/or Woman-Owned Business Enterprise participants.
6. **City of Arlington Policy Statement for Tax Abatement**
 A resolution approving amendments to the City of Arlington Policy Statement for Tax Abatement.

END OF CONSENT AGENDA

IX. ITEMS TO BE WITHDRAWN FROM THE CONSENT AGENDA

X. CONSIDER AND VOTE ON WITHDRAWN ITEMS

XI. PUBLIC HEARINGS: ORDINANCES FIRST READING AND RESOLUTIONS

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

A. Public Hearing – Ordinances First Reading

1. **(CONTINUED) Zoning Case PD14-9R (Legends Express Car Wash - 5521, 5523, and 5524 South Cooper Street)**

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

ORDINANCE FIRST READING

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

2. **Zoning Case PD16-20 (Sandlin Delafield, Inc. - 6900 Silo Road)**

Following the public hearing, consider Zoning Case PD16-20, with a development plan. First reading of an ordinance adopting revised Development Plan PD16-20 on certain property known as 6900 Silo Road zoned Planned Development for Residential Single-Family-7.2 (PD-RS-7.2), with a Development Plan; amending the Zoning District Map accordingly.

ORDINANCE FIRST READING

An ordinance adopting revised Development Plan PD16-20 on certain property known as 6900 Silo Road zoned Planned Development for Residential Single-Family-7.2 (PD-RS-7.2), with a Development Plan; amending the Zoning District Map accordingly.

B. Public Hearing – Ordinances First and Final Emergency Reading

1. **(CONTINUED) Zoning Case PD16-21 (formerly known as ZA16-8) (Ballweg Residential - 7415, 7418, and 7500 Webb Ferrell Road)**

Consider a request to change the zoning on approximately 43.634 acres from Residential Estate (RE) to Planned Development (PD) for Residential Single Family - 7.2 (RS-7.2), with a Development Plan; generally located west of South Collins Street and south of Mansfield Webb Road. First and Final reading of an ordinance changing the zoning classification on certain property known as 7415, 7418, and 7500 Webb Ferrell Road to Planned Development (PD) for Residential Single Family - 7.2 (RS-7.2), with a Development Plan; amending the Zoning District Map accordingly.

ORDINANCE FIRST AND FINAL READING

An ordinance changing the zoning classification on certain property known as 7415, 7418, and 7500 Webb Ferrell Road to Planned Development (PD) for Residential Single Family - 7.2 (RS-7.2), with a Development Plan; amending the Zoning District Map accordingly.

C. Public Hearing – Resolutions

1. **Thoroughfare Development Plan Amendment (related to Ballweg Residential Development)**

Consider revisions to the Thoroughfare Development Plan to include the following: 1. Realign and downgrade to a local street a section of Webb Ferrell Road from Deer Hollow Drive to Red Deer Way, 2. Realign and downgrade Ballweg Road from a four-lane Major Collector to a two-lane Minor Collector from Loretta Day Drive to future Webb Ferrell Road, 3. Realign and downgrade to a local street a section of Ballweg Road from future Webb Ferrell Road to North Webb Ferrell Road. A resolution approving and adopting revisions to the Thoroughfare Development Plan for the City of Arlington.

RESOLUTION

A resolution approving and adopting revisions to the Thoroughfare Development Plan for the City of Arlington.

XII. **ANNOUNCEMENTS**

XIII. **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

October 11, 2016
11:30 AM

The City Council of the City of Arlington, Texas, convened in Special Session on October 11, 2016, at 11:30 am 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

Absent: 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 11:45 a.m. and immediately convened in Executive Session.

II. EXECUTIVE SESSION

A. Section 551.071, CONSULTATION WITH ATTORNEY

1. Legal discussion relative to Arlington Municipal Patrolman's Association v. City of Arlington lawsuit
2. Legal discussion relative to Fisher and Allen arbitrations

B. Section 551.072, DELIBERATION REGARDING REAL PROPERTY

1. Discussion regarding the lease of real property located at 119 Hosack Street
2. Trinity Branch Sanitary Sewer Renewal - MBS-Stone Lake, Ltd.
A resolution amending and replacing Resolution No. 15-147, presented and passed on August 4, 2015 determining the necessity of acquiring 74,673 square feet of sanitary sewer easement and 26,961 square feet of temporary construction easement rights for public use in, over and through land being situated in the City of Arlington, Tarrant County, Texas, being a portion of Lot 2R, Block A, Towns of Riverside Phase II, First Revision, an Addition to the Cities of Grand Prairie and Arlington, Tarrant County, Texas, according to the plat thereof recorded in Document No. D208368427, Deed Records, Tarrant County, Texas, otherwise known as 2605 Riverside Pkwy., City of Arlington, Tarrant County, Texas, for the public use of constructing, reconstructing, maintaining and using a permanent sanitary sewer line and all necessary appurtenances for the Trinity Branch Sanitary Sewer Renewal project.

C. Section 551.087, DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

1. Offers of Incentives to Business Prospects.

At 2:25 p.m., Executive Session was adjourned, and after a short break, Council reconvened in Open Session at 2:50 p.m.

III. WORK SESSION

A. Transportation Advisory Committee (TAC)

John Dugan, Director, Community Development and Planning Department, presented an overview of the Transportation Advisory Committee (TAC) to Council.

IV. ISSUES SESSION

A. Discussion of informal staff reports

1. North Central Texas Regional Certification Agency (NCTRCA) Membership

Reginald Cleveland, MWBE Coordinator, Finance Department, provided a follow up to Council on the North Central Texas Regional Certification Agency (NCTRCA) Membership.

2. Arlington Tennis Center Fees

Lemuel Randolph, Director, Parks and Recreation Department, provided Council with a report on the Arlington Tennis Center Fees.

3. IH-30/SH360 Interchange Project - Business Access

Keith Brooks, Assistant Director, Public Works and Transportation Department, presented a follow up to Council on the IH-30/SH360 Interchange Project - Business Access.

4. Partnerships for Arlington Multiple donations program update

Walter Pishkur, Director, Water Utilities Department, provided an update to Council on the Partnerships for Arlington Multiple donations program.

5. Updates to Policy Statement for Tax Abatement

Matthew Harp, Economic Development Specialist, Economic Development Services, reported on the Updates to Policy Statement for Tax Abatement.

6. Quarterly Update FY2017 - Support Quality Education

Gilbert Perales, Deputy City Manager, Strategic Support, presented the Quarterly Update FY2017 - Support Quality Education newsletter.

B. Discussion of committee meetings

1. Municipal Policy - Arts Funding

Councilmember S. Capehart reported on the committee meeting. Jay Warren, Marketing Communications Manager, Management Resources Department, was available for questions.

2. Community and Neighborhood Development - Housing Tax Credits; Parking of Vehicles

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

3. Economic Development - Executive Session/Deliberation Regarding Real Property Discussion of real property adjacent to the Arlington Municipal Airport; of real property being a portion of Lot 66, Six Flags business Park Addition; of real property being Lot 7A & 8 through 12, Field Acres Addition; of real property located at 1707 & 1708 New York Avenue; and, of real property generally located at 300 W. Front Street; Executive Session/Deliberation Regarding Economic Development Negotiations: Discuss Offers of Incentives to Business Prospects

Councilmember R. Shepard, Chair, reported that discussion was held in executive session.

C. Discussion of miscellaneous items

1. Appointments to boards and commissions

There were 12 appointments for consideration on the evening agenda.

2. Evening Agenda items

Item Nos. VIII.A.5, VIII.C.8 and XI.A.5 were discussed.

3. Issues relative to City and TxDOT projects

4. Future Agenda items

Mayor J. Williams requested an update on the Central Library and 101 Center construction projects. Councilmember V. Farrar-Myers requested a future agenda item regarding the application process for Boards and Commissions for Council to discuss possible improvements.

There being no further business, the meeting adjourned at 4:27 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

October 11, 2016
6:30 PM

The City Council of the City of Arlington, Texas, convened in Regular Session on October 11, 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:

Councilmember C. Parker
Councilmember S. Capehart
Councilmember R. Rivera
Councilmember K. Wilemon
Councilmember L. Wolff
Councilmember R. Shepard
Councilmember V. Farrar-Myers

Absent: Mayor J. Williams and 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 6:30 p.m.

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

Brenda Beavers, Trinity United Methodist Church, gave the invocation and the Pledge of Allegiance to U.S. and Texas Flags were recited.

III. SPECIAL PRESENTATIONS

Mayor J. Williams proclaimed October 2016 as Disability Employment Month. This proclamation was presented by Councilmember K. Wilemon and accepted by Donna Mack, Chairperson, Mayor's Committee on People with Disabilities; and, Committee Member Kathi Eteaki and Staff Liaison Ellen Brooke.

Mayor J. Williams proclaimed October 7, 2016 as Day of the Girl. This proclamation was presented by Mayor Pro Tempore S. Capehart and accepted by Amy Razor, Chief Development Officer, Girls Inc. of Tarrant County.

IV. APPOINTMENTS TO BOARDS AND COMMISSIONS

Councilmember R. Shepard made a motion to approve the following resolutions appointing membership to boards and commissions. Seconded by Councilmember R. Rivera, the motion carried with 7 ayes and 0 nays.

Arlington Convention and Visitors Bureau

Steve Martindale, Place 2 - term set to expire 9/30/2018

Jagdip Patel, Place 7 - term set to expire 9/30/2018

Peter Scott, Place 12 - term set to expire 9/30/2018

Robert Matwick, Place 14 - term set to expire 9/30/2018

Susan Skaggs, Place 15 - term set to expire 9/30/2018

Joe Jennings, Place 16 - term set to expire 9/30/2018

Laura Lisius, Place 17 - term set to expire 9/30/2018

North Texas Higher Education Authority

Jerry McCullough, Place 1 - term set to expire 9/30/2018

David Petter, Place 3 - term set to expire 9/30/2018

Arlington Higher Education Finance Corporation

Kim Eisenhour, Place 2 - term set to expire 9/30/2018

Paulette Walker, Place 3 - term set to expire 9/30/2018

Floreen Henry, Place 7 - term set to expire 9/30/2018

RESOLUTION NO. 16-214

RESOLUTION NO. 16-215

RESOLUTION NO. 16-216

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

Councilmember K. Wilemon made a motion to approve the following item from Executive Session. Seconded by Councilmember L. Wolff, the motion carried with 7 ayes and 0 nays.

1. Trinity Branch Sanitary Sewer Renewal - MBS-Stone Lake, Ltd.
A resolution amending and replacing Resolution No. 15-147, presented and passed on August 4, 2015 determining the necessity of acquiring 74,673 square feet of sanitary sewer easement and 26,961 square feet of temporary construction easement rights for public use in, over and through land being situated in the City of Arlington, Tarrant County, Texas, being a portion of Lot 2R, Block A, Towns of Riverside Phase II, First Revision, an Addition to the Cities of Grand Prairie and Arlington, Tarrant County, Texas, according to the plat thereof recorded in Document No. D208368427, Deed Records, Tarrant County, Texas,

otherwise known as 2605 Riverside Pkwy., City of Arlington, Tarrant County, Texas, for the public use of constructing, reconstructing, maintaining and using a permanent sanitary sewer line and all necessary appurtenances for the Trinity Branch Sanitary Sewer Renewal project.

Funds are available in Water Renewal Funds Account No. 668501-68000-18070204.

RESOLUTION NO. 16-217

VII. APPROVAL OF MINUTES

Special Meeting, September 15, 2016
Afternoon Meeting, September 20, 2016
Evening Meeting, September 20, 2016

Councilmember V. Farrar-Myers made a motion to approve the minutes from the September 15, 2016 Special Meeting and the September 20, 2016 Afternoon and Evening meetings. Seconded by Councilmember K. Wilemon, the motion carried with 7 ayes and 0 nays.

VIII. APPROVAL OF CONSENT AGENDA

Councilmember L. Wolff made a motion to approve all items from the Consent Agenda with the exception of item VIII.C.8, which was removed from the Consent Agenda for separate consideration. Seconded by Councilmember R. Shepard, the motion carried with 7 ayes and 0 nays.

A. Minute Orders

1. Annual Requirements Contract for Miscellaneous Concrete and Handicap Ramp Program; Project No. PWSM17001 (**MO#10112016-001**)
Authorizing the City Manager or his designee to execute an annual requirements contract for the Miscellaneous Concrete and Handicap Ramp program with Estrada Concrete Company, LLC, of Dallas, Texas, in the estimated amount of \$1,682,150. Funds are available in the following accounts: Street Maintenance Sales Tax Account No. 728501-63132-61500695 [\$1,396,150] and Street Bond Fund Account No. 358504-68153-65920698 [\$286,000].
2. Annual Requirements Contract for EIM Valve Actuator Maintenance and Repair Services, Bid Project 17-0011 (**MO#10112016-002**)
Authorize the City Manager or his designee to execute an annual requirements contract for the sole-source purchase of EIM valve actuator maintenance and repair services with Machining and Value Automation Services LLC, doing business as MVA Services LLC, of Royse City, Texas in the estimated amount of \$120,000, and execute any and all documents necessary to carry out such contract. MVA Services, LLC of Royse City, Texas is the authorized provider for the maintenance and repairs of EIM for this product line. Therefore, the purchase is exempt from the competitive bidding statutes in accordance with Texas Local Government Code, Section 252.022 (a) 7 as sole-source procurement. Funds are budgeted in the Water Treatment Maintenance Services Account No. 620102-61002.
- 3.

Sole-Source Purchase of a CarteGraph Enterprise Licensing Agreement, Bid Project 17-0016 **(MO#10112016-003)**

Authorize the City Manager or his designee to approve the sole-source purchase of a three-year CarteGraph Enterprise Licensing agreement with CarteGraph Systems, Inc., of Dubuque, Iowa in the estimated amount of \$699,284.46, and execute any and all documents necessary to carry out such purchase. Funding will occur over the next three years and will be subject to FY 2018 and 2019 budget approval. Annual Costs will be paid through a combination of accounts within the following accounting units: Public Works Stormwater Utility Fund Account No. 300102-63142 [\$16,736.90]; Public Works General Fund Account No. 350410-63142 [\$35,705.40]; Public Works General Fund Reimbursement Account No. 720102-63142 [\$36,821.19]; Public Works General Fund Account No. 720104-63142 [\$22,315.87]; Water Utilities Account No. 600301-63142 [\$80,143.64]; and Parks and Recreation General Fund Account No. 502704-63142 [\$41,371.82].

4. Negotiate and Execute a Three-Year Contract for a Microsoft Enterprise License Agreement, Bid Project 17-0010 **(MO#10112016-004)**
Authorize the City Manager or his designee to negotiate and execute a three-year Microsoft Enterprise License Agreement with SHI Government Solutions, Inc. of Austin, Texas through the State of Texas Department of Information Resources (DIR), which is part of the State of Texas Cooperative Purchasing Program in the estimated amount of \$3,600,000, and execute any and all documents necessary to carry out such contract. Funds are budgeted in various departmental accounts and subject to FY 2018 and 2019 budget approval.
5. Construction Contract for Spur 303/Pioneer Parkway Green Ribbon Project, Project No. PKPL16002 **(MO#10112016-005)**
Authorize the City Manager or his designee to execute a construction contract with C. Green Scaping LP of Fort Worth, Texas for Spur 303/Pioneer Parkway Green Ribbon Project in the amount of \$469,699. Funding is available in Parks Capital Fund Account No. 508501-53680598-68101.
6. Construction Contract for Park Security Enhancements at Marti Van Ravenswaay Park, Project No. PKPL-13003 **(MO#10112016-006)**
Authorize the City Manager or his designee to execute a construction agreement with I.S Construction Group LLC of Fort Worth, Texas for Park Security Enhancements at Marti Van Ravenswaay Park in the amount of \$93,506. Funding is available in Parks Capital Fund Account No. 508501-53420598-68101.
7. Professional Services Contracts for John F. Kubala Water Treatment Plant HVAC Replacement; Project No. WUTR16009
Authorizing the City Manager or his designee to execute a Professional Services contract with Azcarate & Associates Consulting Engineers, LLC, of Dallas, Texas, for the John F. Kubala Water Treatment Plant HVAC Replacement in an amount not to exceed \$73,172. Funding is available in the Water Utilities Bond Fund Account No. 658502-61043-18143205. **(MO#10112016-007)**

Authorizing the City Manager or his designee to execute a Professional Services contract with Delta-T Ltd., of Garland, Texas, for commissioning and testing services for the John F. Kubala Water Treatment Plant HVAC replacement project, in an amount not to exceed

\$27,400. Funding is available in the Water Utilities Bond Fund Account No. 658502-61043-18143205. (MO#10112016-008)

B. Consent Agenda Ordinances - Final Readings

1. Zoning Case PD13-16R1 (Liv + Arlington - 1001 South Center Street, 206 East Mitchell Street, 107 and 109 Hosack Street)
Final reading to consider a request to change an ordinance amending the Development Plan specifically related to an additional fifth floor on the west side of the building and raising the total bed count of the development to 789 beds. Final reading of an ordinance adopting revised Development Plan PD13-16R1 on certain property known as 1001 South Center Street; 206 East Mitchell Street; 107 and 109 Hosack Street zoned Planned Development (PD) for Multi-Family uses, with a Development Plan; amending the Zoning District Map accordingly.

ORDINANCE NO. 16-050

2. Hotel Occupancy Tax Ordinance Amendment for FY 2017
Final reading of an ordinance amending the "Taxation" Chapter of the Code of the City of Arlington, Texas, 1987, through the amendment of Article IV, Hotel Occupancy Tax, Section 4.01, Definitions, by the amendment of the definition of "Hotel", and the addition of the definitions of "Monthly Period" and "Short-term Rental"; Section 4.02, Tax Authorized; Tax Rate; Exceptions to Tax, Subsection (C), by the addition of Subsection (4); Section 4.03, Exemptions and Refunds, Subsection (B); Section 4.04, Collection; Payment to City; Fee; Section 4.05, Reports; and Section 4.08, Penalties, Subsection (C); and through the amendment of Article VIII, Additional Hotel Occupancy Tax, Section 8.01, Definitions, by the amendment of the definition of "Hotel", and the addition of the definitions of "Monthly Period" and "Short-term Rental"; Section 8.02, Tax Authorized; Tax Rate; Exceptions to Tax, Subsection (C), by the addition of Subsection (4); Section 8.04, Exemptions and Refunds, Subsection (B); Section 8.05, Collection; Payment to City; Fee; Statement of Tax Purpose Required; Section 8.06, Reports; Section 8.09, Penalties, Subsection (C); relative to collecting, reporting, paying, exceptions, exemptions and penalties; and providing for a fine of up to \$500 for each offense in violation of the ordinance; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions and publication; and becoming effective January 1, 2017.

ORDINANCE NO. 16-051

C. Consent Agenda Resolutions

1. Construction Manager at Risk Authorization for John Kubala Water Treatment Plant HVAC Replacement; Project No. WUTR16009
A resolution authorizing the Construction Manager at Risk service delivery method of construction for the replacement of the HVAC system at the John Kubala Water Treatment Plant.

RESOLUTION NO. 16-218

- 2.

Reserve Officer Appointments

A resolution appointing former police officers to the Arlington Police Department's Police Reserve Unit.

Funds are available in Police Department's Field Operations Budget account 810301.

RESOLUTION NO. 16-219

3. Department of Homeland Security: Strengthening Community-Police Relationships
A resolution authorizing the acceptance of a grant, if awarded, from the United States Department of Homeland Security, in the amount of \$47,497 over two years for development and implementation of Project Connect to strengthen partnerships with Muslim community groups in the city and authorizing the execution of documents relative to the acceptance of such grant.

RESOLUTION NO. 16-220

4. Second Interlocal Agreement Renewal with Amendment Arlington Independent School District and Tarrant County College District
A resolution authorizing the execution of the Second Interlocal Agreement Renewal and Amendment with Tarrant County College District (TCCD) and Arlington Independent School District (Arlington ISD) relative to the Arlington ISD Fire Academy.

RESOLUTION NO. 16-221

5. Contract for Emergency Physicians' Advisory Board Medical Director and Adoption of the Emergency Physicians' Advisory Board Fiscal Year 2017 Operating Budget
A resolution authorizing the appointment of a Medical Director and the execution of a retroactive Medical Director Professional Services Contract with Questcare Medical Services, P.A., a Texas professional association doing business as Questcare Partners, for a fee of \$85,300 per year.

A resolution approving and adopting the operating budget retroactively in the amount of \$89,700 for the Emergency Physicians' Advisory Board for Fiscal Year 2017.

Funds for the Medical Director's compensation are available in the Emergency Physicians' Advisory Board Operating Budget Account No. 790103-50021.

RESOLUTION NO. 16-222

RESOLUTION NO. 16-223

6. Joint Election Agreement and Contract with Tarrant County Elections Administration
A resolution authorizing the execution of a Joint Election Agreement for Election Services with Tarrant County Elections Administration relative to furnishing voting supplies, equipment and personnel for the special election on November 8, 2016, in the estimated amount of \$181,014.

Funds are available in Non-Departmental/Election Account No. 190201.

RESOLUTION NO. 16-224

7. Designating Polling Locations for the Special Election Early Voting and Election Day Voting
A resolution designating Early Voting and Election Day polling locations for the special election to be held on November 8, 2016, in the City of Arlington, Texas.

RESOLUTION NO. 16-225

8. Resolution Adopting the City of Arlington 2017 State Legislative Agenda
A resolution adopting the City of Arlington 2017-2018 State Legislative Agenda.

Councilmember R. Shepard made a motion to approve a resolution adopting the City of Arlington 2017-2018 State Legislative Agenda, with the amendment that the Good Samaritan Rule be added to the State legislative package. Seconded by Councilmember R. Rivera, the motion carried with 7 ayes and 0 nays.

RESOLUTION NO. 16-226

9. Resolution Adopting the City of Arlington 2017 Federal Legislative Agenda
A resolution adopting the City of Arlington 2017-2018 Federal Legislative Agenda.

RESOLUTION NO. 16-227

IX. ITEMS TO BE WITHDRAWN FROM THE CONSENT AGENDA

Item No. VIII-C-8 was removed from the Consent Agenda for separate consideration.

X. CONSIDER AND VOTE ON WITHDRAWN ITEMS

XI. PUBLIC HEARINGS: ORDINANCES FIRST READING

A. Public Hearing - Ordinances First Reading

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

ORDINANCE FIRST READING

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

The public hearing regarding Zoning Case PD14-9R (Legends Express Car Wash - 5521, 5523, and 5525 South Cooper Street) opened at 6:47 p.m. John Dugan, Director, Community Development and Planning

Department, introduced Scott Maynor, 2801 Network Blvd, Suite 800; Frisco, 75034, who presented the proposed ordinance to Council. Following discussion, the public hearing was continued to the October 25, 2016 Council meeting.

Councilmember R. Rivera made a motion to continue 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. Seconded by Councilmember K. Wilemon, the motion carried with 7 ayes and 0 nays.

CONTINUED

2. Zoning Case Alternate Sign Plan ASP16-2 (Hurricane Harbor - 1800 East Lamar Boulevard)
Following the public hearing, consider a request to approve an Alternate Sign Plan on approximately 46 acres zoned Entertainment District Overlay - Community Commercial (EDO-CC; generally located north of East Interstate 30 Highway and west of Ballpark Way.
An ordinance adopting Alternate Sign Plan, ASP16-2, on certain property known as 1800 East Lamar Boulevard zoned Entertainment District Overlay-Community Commercial (EDO-CC).

ORDINANCE FIRST READING

An ordinance adopting Alternate Sign Plan, ASP16-2, on certain property known as 1800 East Lamar Boulevard zoned Entertainment District Overlay-Community Commercial (EDO-CC).

The public hearing regarding Zoning Case Alternate Sign Plan ASP16-2 (Hurricane Harbor - 1800 East Lamar Boulevard) opened at 7:02 p.m. John Dugan, Director, Community Development and Planning Department, introduced Steve Martindale, 2201 Road to Six Flags, 76010, who presented the proposed ordinance to Council. Jon Brdecka, 2321 Dawn Mist Dr., Little Elm, 75068, appeared in support of the proposed ordinance. There being no others, the public hearing closed at 7:09 p.m.

PUBLIC HEARING CLOSED

Councilmember R. Rivera made a motion to approve first reading of an ordinance adopting Alternate Sign Plan, ASP16-2, on certain property known as 1800 East Lamar Boulevard zoned Entertainment District Overlay-Community Commercial (EDO-CC). Seconded by Councilmember R. Shepard, the motion carried with 7 ayes and 0 nays.

FIRST READING

3. Zoning Case Alternate Sign Plan ASP16-3 (Six Flags - 2201 East Road to Six Flags)
Following the public hearing, consider a request to approve an Alternate Sign Plan on approximately 190 acres zoned Entertainment District Overlay - Community Commercial (EDO-CC); generally located south of East Interstate 30 Highway and east of Ballpark Way.
First reading of an ordinance adopting Alternate Sign Plan, ASP16-3, on certain property known as 2201 East Road to Six Flags zoned Entertainment District Overlay-Community Commercial (EDO-CC).

ORDINANCE FIRST READING

An ordinance adopting Alternate Sign Plan, ASP16-3, on certain property known as 2201

East Road to Six Flags zoned Entertainment District Overlay-Community Commercial (EDO-CC).

The public hearing regarding Zoning Case Alternate Sign Plan ASP16-3 (Six Flags - 2201 East Road to Six Flags) opened at 7:10 p.m. John Dugan, Director, Community Development and Planning Department, introduced Steve Martindale, 2201 Road to Six Flags, 76010, who presented the proposed ordinance to Council. There was one individual who registered in support of the proposed ordinance. There being no others, the public hearing closed at 7:11 p.m.

PUBLIC HEARING CLOSED

Councilmember K. Wilemon made a motion to approve first reading of an ordinance adopting Alternate Sign Plan, ASP16-3, on certain property known as 2201 East Road to Six Flags zoned Entertainment District Overlay-Community Commercial (EDO-CC). Seconded by Councilmember V. Farrar-Myers, the motion carried with 7 ayes and 0 nays.

FIRST READING

4. Zoning Case PD16-15 (Costco Wholesale Liquor Addition - 600 West Arbrook Boulevard) Following the public hearing, consider Zoning Case PD16-15, with a Development Plan; generally located south of West Arbrook Boulevard and east of Matlock Road. First reading of an ordinance changing the zoning classification on certain property known as 600 West Arbrook Boulevard 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

An ordinance changing the zoning classification on certain property known as 600 West Arbrook Boulevard 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 PD16-15 (Costco Wholesale Liquor Addition - 600 West Arbrook Boulevard) opened at 7:11 p.m. John Dugan, Director, Community Development and Planning Department, introduced Terry Odle, 18200 Von Karman Ave., #910, Irvine, CA, 92612, who presented the proposed ordinance to Council. David Rogers, 999 Lake Dr., Issaquah, WA, 98027, appeared in support of the proposed ordinance. There being no others, the public hearing closed at 7:25 p.m.

PUBLIC HEARING CLOSED

Councilmember R. Shepard made a motion to approve first reading of an ordinance changing the zoning classification on certain property known as 600 West Arbrook Boulevard 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 stipulation that Beer and Wine will continue to be sold within the existing Costco warehouse. Seconded by Councilmember R. Rivera, the motion carried with 7 ayes and 0 nays.

FIRST READING

- 5.

Zoning Case ZA16-8 (Ballweg Residential - 7415, 7418, and 7500 Webb Ferrell Road) Following the public hearing, consider a request to change the zoning on approximately 43.634 acres from Residential Estate (RE) to Residential Single Family - 7.2 (RS-7.2); generally located west of South Collins Street and south of Mansfield Webb Road. First reading of an ordinance changing the zoning classification on certain property known as 7415, 7418, and 7500 Webb Ferrell Road to Residential Single-Family 7.2 (RS-7.2); amending the Zoning District Map accordingly.

ORDINANCE FIRST READING

An ordinance changing the zoning classification on certain property known as 7415, 7418, and 7500 Webb Ferrell Road to Residential Single-Family 7.2 (RS-7.2); amending the Zoning District Map accordingly.

John Dugan, Director, Community Development and Planning Department, announced that the public hearing was to be continued to October 25, 2016 at the applicant's request.

CONTINUED

XII. ANNOUNCEMENTS

XIII. CITIZEN PARTICIPATION

There being no further business, the meeting adjourned at 7:44 p.m.

APPROVED:

W. Jeff Williams, Mayor

ATTEST:

Mary W. Supino, City Secretary



Staff Report

Renewal of Professional Services Contract for Accounts Payable Services, Bid Project 15-0024

City Council Meeting Date: 10-25-16

Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to exercise the third renewal in the successive professional services contract for accounts payable services for a one year term, with Cognizant Technology Solutions of College Station, Texas, in the estimated amount of \$135,000.

PRIOR BOARD OR COUNCIL ACTION

On May 19, 2009, City Council approved MO051192009-001, executing a five year contract for professional services with SourceNet Solutions, Inc. of College Station, Texas for Accounts Payable Outsourcing in the estimated amount of \$820,000.

On December 2, 2014, City Council approved MO12142014-001, exercising the first renewal in the successive professional services contract for accounts payable services for a one year term, with Cognizant Technology Solutions, formerly known as SourceNet Solutions, Inc., in the estimated amount of \$135,000.

On December 15, 2015, City Council approved MO12152015-018, exercising the second renewal in the successive professional services contract for accounts payable services for a one year term, with Cognizant Technology Solutions, in the estimated amount of \$135,000.

ANALYSIS

This contract is for accounts payable services for the City of Arlington. The contract includes receiving, verifying and processing invoices, 1099 reporting, set up & management of the vendor master file including checking vendors on the System for Award Management (SAM) and to provide internal and external reporting for compliance.

Cognizant uses the accounts payable management system Catalyst. Cognizant sorts and scans all accounts payable documents which allows end users the ability to search and print images of invoices. Through the automated workflow process, the invoices are forwarded for coding by the designated end users and then electronically forwarded to the appropriate approvers for payment. Invoices are electronically stored in Catalyst. Vendors have an option to mail or directly upload their invoices to Catalyst and can track the progress.

Original term: Five years/successive one-year contract terms
Current term: Third renewal (January 1, 2017 – December 31, 2017)

FINANCIAL IMPACT

In accordance with the contract terms, the City of Arlington is exercising the third renewal option in the successive contract with Cognizant Technology Solutions of College Station, Texas. The Finance Department has determined it is in the City's best interest to renew the contract for an additional term. The contract term is for one year and will be reviewed annually to determine successive renewal terms.

FY 2017
\$101,250

FY 2018
\$33,750

FY 2019
\$0

Funds are budgeted in Payroll/Accounts Payable Professional Services Account No. 140501-61043.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

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Staff Report

Renewal of Contract for a Program Administrator for the Arlington Homebuyers' Assistance Program, Bid Project 15-0090

City Council Meeting Date: 10-25-16

Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to exercise the first of four one-year renewal options in the contract for a program administrator for the Arlington Homebuyers' Assistance Program (AHAP) with Tarrant County Housing Partnership (TCHP), Inc. of Fort Worth, Texas, in the estimated amount of \$60,000.

PRIOR BOARD OR COUNCIL ACTION

On March 17, 2015, City Council passed Resolution 15-059 authorizing the competitive sealed proposal procurement method for the Arlington Homebuyers Assistance Program.

On April 28, 2015, City Council approved Resolution 15-087, authorizing the utilization of federal HOME program funds in the amount of \$1,177,566 of which \$300,000 was designated for the AHAP.

On September 15, 2015, City Council approved MO09152015-014, awarding the contract for a program administrator for the Arlington Homebuyers' Assistance Program (AHAP) with Tarrant County Housing Partnership (TCHP), Inc. in the estimated amount of \$60,000.

On April 26, 2016, City Council approved Resolution 16-072, authorizing the utilization of federal HOME program funds in the amount of \$1,309,991 of which \$150,000 was designated for the AHAP.

ANALYSIS

The AHAP provides funding to enable qualified low-to-moderate income households to become first time homebuyers in Arlington. The program administrator acts as liaison between the City, participating mortgage lenders and realtors to ensure that the homebuyer is qualified for the AHAP. The program administrator is responsible for verifying information, preparing and reviewing all the necessary documents for accuracy, completion and compliance with program policies and HUD regulations, and for providing pre-purchase and post purchase housing counseling services.

Contract term: One year/four, one year renewals

Current term: First renewal (Nov. 1, 2016 – October 31, 2017)

FINANCIAL IMPACT

In accordance with RFP specifications, the Purchasing Division has received a letter from Tarrant County Housing Partnership, Inc. requesting the first renewal at the current pricing. Contract renewals are contingent upon annual approval of grant funding provided by the U.S. Department of Housing and Urban Development/HOME Program. Funding has been confirmed for FY 2017. The projected financial impact for this contract is as follows:

<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>
\$60,000	\$0	\$0

Grant funds are budgeted in Home Investment Partnership Act Grant Account No. 418605-61002-410728.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

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Staff Report

Renewal of Annual Requirements Contract for Street Sweeping Services, Bid Project 16-0002	
City Council Meeting Date: 10-25-16	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to exercise the first of four, one year renewal options in the annual requirements contract for street sweeping services with Pannell Industries, Inc. of Dallas, Texas, in the estimated amount of \$260,790.

PRIOR BOARD OR COUNCIL ACTION

On October 27, 2015, City Council approved MO10252015, awarding the annual requirements contract for street sweeping services with Pannell Industries, Inc. in the estimated amount of \$260,790.

ANALYSIS

This contract is for street sweeping services for the Public Works and Transportation Department. The contract includes the sweeping of major intersections, Arlington Municipal Airport, Entertainment District, and residential streets and parking lots. It also includes street sweeping services after special events, storms and emergencies on an as needed basis.

Original contract term: One year/four, one year renewal options
 Current term: November 1, 2016 – October 31, 2017

FINANCIAL IMPACT

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

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

<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>
\$260,790	\$0	\$0

Funds are budgeted in Storm Water Maintenance of Streets Account No. 300102-63132.

ADDITIONAL INFORMATION

Attached: None
 Under separate cover: None
 Available in the Purchasing Division: Bid file
 Notarized 1295 Form: Forthcoming
 MWBE: Black

STAFF CONTACT(S)

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Staff Report

Renewal of Annual Requirements Contract for Painting Services for City-Owned Properties, Bid Project 16-0015

City Council Meeting Date: 10-25-16

Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to exercise the first of four one-year renewal options in the annual requirements contract for painting services for city-owned properties with Concord Commercial Services, Inc. of Balch Springs, Texas, in the estimated amount of \$100,600.

PRIOR BOARD OR COUNCIL ACTION

On December 15, 2015, City Council approved MO12152015-017 awarding an annual requirements contract for painting services for city-owned properties with Concord Commercial Services, Inc. in the estimated amount of \$100,600.

ANALYSIS

This contract is for the maintenance painting of various City buildings and structures. The contract includes all labor and materials required to perform miscellaneous painting of interior and exterior surfaces. Painting will be done on an as needed basis as requested by various departments.

Contract term: One year/four one-year renewal options
Current term: December 16, 2016 – November 30, 2017

FINANCIAL IMPACT

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

In accordance with the bid specifications, the Purchasing Division has received a letter from Concord Commercial Services, Inc. of Balch Springs, Texas, requesting the first renewal at the current pricing. The projected financial impact for this contract term is as follows:

<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>
\$83,833.33	\$16,766.67	\$0

Funds are budgeted in various departmental accounts.

ADDITIONAL INFORMATION

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

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Staff Report

Renewal of Annual Requirements Contract for Breakaway Sign Posts, Bid Project 13-0196

City Council Meeting Date: 10-25-16 | Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to exercise the third of four one-year renewal options in the annual requirements contract for breakaway sign posts with Allied Tube & Conduit Corp. of Harvey, Illinois, in the estimated amount of \$70,000.

PRIOR BOARD OR COUNCIL ACTION

On October 14, 2014, City Council approved MO10142014-013, exercising the first of four one-year renewal options in the annual requirements contract for breakaway sign posts with Allied Tube & Conduit Corp. in the estimated amount of \$70,000. The contract was formally bid out in October, 2013 and awarded for \$47,759.50. Due to this increase in breakaway sign post quantities, the contract amount was increased to a total estimated amount of \$70,000.

On September 15, 2015, City Council approved MO9152015-010, exercising the second of four one-year renewal options in the annual requirements contract for breakaway sign posts with Allied Tube & Conduit Corp. in the estimated amount of \$70,000.

ANALYSIS

This contract is for the supply of breakaway sign posts for the Public Works and Transportation Department. The break-away sign posts will be used for new installations and relocation of various signs including stop signs, yield signs and school crossing signs throughout the City. They will also be used to replace sign posts that have been broken or damaged as a result of an accident. The breakaway sign posts are designed to break at the point of impact if hit by a vehicle. As a safety initiative, older, non-breakaway sign poles will be replaced as crews work throughout the City which will increase the annual quantity of poles.

Contract term: One year/four, one-year renewals

Current term: Third renewal – November 1, 2016 through October 31, 2017

FINANCIAL IMPACT

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

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

FY 2017
\$70,000

FY 2018
\$0

FY 2019
\$0

Funds are budgeted in Traffic Signs and Markings Account No. 720105-60012.

ADDITIONAL INFORMATION

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

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Staff Report

Renewal of Annual Requirements Contracts for Hot-Mix Asphaltic Concrete, Bid Project 14-0009

City Council Meeting Date: 10-25-16

Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to exercise the third of four one-year renewal options in the annual requirements contracts for hot-mix asphaltic concrete with Reynolds Asphalt & Construction Company of Euless, Texas, in the estimated amount of \$827,250 and JLB Contracting, L.P. of Fort Worth, Texas, in the estimated amount of \$825,000, for a total estimated amount of \$1,652,250.

PRIOR BOARD OR COUNCIL ACTION

On November 19, 2013, City Council approved MO11192013-004, awarding annual requirements contracts for the purchase of hot-mix asphaltic concrete with Reynolds Asphalt & Construction Company in the estimated amount of \$827,250 and JLB Contracting, L.P. in the estimated amount of \$825,000, for a total estimated amount of \$1,652,250.

On October 14, 2014, City Council approved MO10142014-011 exercising the first of four one-year renewal options in the annual requirements contracts for hot-mix asphaltic concrete with Reynolds Asphalt & Construction Company in the estimated amount of \$827,250 and JLB Contracting, L.P. in the estimated amount of \$825,000, for a total estimated amount of \$1,652,250.

On December 1, 2015, City Council approved MO12012015-009 exercising the second of four one-year renewal options in the annual requirements contracts for hot-mix asphaltic concrete with Reynolds Asphalt & Construction Company in the estimated amount of \$827,250 and JLB Contracting, L.P. in the estimated amount of \$825,000, for a total estimated amount of \$1,652,250.

ANALYSIS

The contracts are for hot-mix asphaltic concrete for scheduled and unscheduled street repairs such as filling pot holes, low spots, and street failures. The contracts are awarded to multiple vendors to ensure an uninterrupted supply of hot-mix asphaltic concrete. The asphalt will be purchased on an as-needed basis from the vendor whose available material is in closest proximity to the repair site.

Original contract term: One year/four one-year renewals

Current term: Third renewal (December 1, 2016 – November 30, 2017)

FINANCIAL IMPACT

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

In accordance with the bid specifications, the Purchasing Division has received letters from Reynolds Asphalt & Construction Company and JLB Contracting, L.P. requesting the third renewal at the current pricing. The projected financial impact for this contract term is as follows:

FY 2017
\$1,376,875

FY 2018
\$275,375

FY 2019
\$0

Funds are budgeted in Street Maintenance Sales Tax Account No. 720101-63132.

ADDITIONAL INFORMATION

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

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Staff Report

Renewal of Annual Requirements Contract for the Purchase and Installation of Pavement Markings, Bid Project 13-0014	
City Council Meeting Date: 10-25-16	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to exercise the fourth and final one-year renewal option in the annual requirements contract for the purchase and installation of pavement markings with Stripe-A-Zone, Inc. of Grand Prairie, Texas, in the estimated amount of \$659,623.

PRIOR BOARD OR COUNCIL ACTION

On November 20, 2012, City Council approved MO11202012-006 awarding an annual requirements contract for the purchase and installation of pavement markings with Stripe-A-Zone, Inc. of Grand Prairie, Texas, in the estimated amount of \$659,623.

On September 13, 2013, City Council approved MO09132013-017, exercising the first of four one-year renewal options in the annual requirements contract for the purchase and installation of pavement markings with Stripe-A-Zone, Inc. in the estimated amount of \$659,623.

On October 14, 2014, City Council approved MO10142014-015, exercising the second of four one-year renewal options in the annual requirements contract for the purchase and installation of pavement markings with Stripe-A-Zone, Inc. in the estimated amount of \$659,623.

On November 17, 2016, City Council approved MO11172015-003, exercising the third of four one-year renewal options in the annual requirements contract for the purchase and installation of pavement markings with Stripe-A-Zone, Inc. in the estimated amount of \$659,623.

ANALYSIS

This contract is for the purchase and installation of thermoplastic long-line pavement markings to replace aging pavement markings. The pavement markings will be ordered and installed on an as needed basis, primarily on the arterial and collector street network.

Contract term: One year/four, one-year renewals
Current term: December 1, 2016 through November 30, 2017 (Fourth and final renewal)

FINANCIAL IMPACT

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

In accordance with the bid specifications, the Purchasing Division has received a letter from Stripe-A-Zone, Inc. requesting the final renewal at the current pricing. The projected financial impact for this contract term is as follows:

<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>
\$549,686	\$109,937	\$0

Funds are budgeted in Street Maintenance Sales Tax Account No. 720101-63132.

ADDITIONAL INFORMATION

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

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Staff Report

Renewal of Annual Requirements Contract for Irrigation Relocation, Tree Removal and Grass Replacement, Bid Project 16-0011

City Council Meeting Date: 10-25-16

Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to exercise the first of four one-year renewal options in the annual requirements contract for irrigation relocation, tree removal, and grass replacement services with Northeast Service, Inc., dba Horton Tree Service of Kennedale, Texas, in the estimated amount of \$92,199.

PRIOR BOARD OR COUNCIL ACTION

On December 15, 2015, City Council approved MO12152015-014 awarding an annual requirements contract for irrigation relocation, tree removal, and grass replacement services with Northeast Service, Inc., dba Horton Tree Service in the estimated amount of \$92,199.

ANALYSIS

This contract is for irrigation relocation, tree removal, and grass replacement services in and around construction projects administered by the Public Works and Transportation Department. The contract provides for relocation of irrigation lines, removal of trees in conflict with the construction, and replacement of grass that has been damaged or removed as a result of construction. The services will be provided on an as-needed basis and includes all labor, materials, tools, and equipment.

Contract term: One year/four one-year renewal options

Current term: First Renewal (December 1, 2016 – November 30, 2017)

FINANCIAL IMPACT

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

In accordance with the bid specifications, the Purchasing Division has received a letter from Northeast Service, Inc., dba Horton Tree Service requesting the first renewal at the current pricing. The projected financial impact for this contract term is as follows:

<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>
\$76,832.50	\$15,366.50	\$0

Funds are budgeted in Street Bond Fund Account No. 358504-68153-65450699 [\$73,759.20] and Storm Water Utility Fund Account No. 308501-68151-10500199 [\$18,439.80].

ADDITIONAL INFORMATION

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

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Staff Report

Renewal of Annual Requirements Contract for Granular Activated Carbon, Bid Project 15-0008	
City Council Meeting Date: 10-25-16	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to exercise the second of four, one-year renewal options in the contract for the supply and delivery of granular activated carbon with Calgon Carbon Corporation of Pittsburgh, Pennsylvania, in the estimated amount of \$476,720.

PRIOR BOARD OR COUNCIL ACTION

On December 2, 2014, City Council approved MO12022014-009 executing an annual requirements contract for the supply and delivery of granular activated carbon with Calgon Carbon Corporation of Pittsburgh, Pennsylvania, in the estimated amount of \$276,720.

On October 27, 2015, City Council approved MO10272015-008 exercising the first of four, one-year renewal options in the contract for the supply and delivery of granular activated carbon with Calgon Carbon Corporation of Pittsburgh, Pennsylvania, in the estimated amount of \$276,720.

ANALYSIS

This contract is for the supply of granular activated carbon (GAC). The GAC is used as the primary media in the water treatment plant filters and is replaced on an as-needed basis. The granular activated carbon is critical to the success of the bio-filtration process. The bio-filtration process is an important and essential water purification barrier that removes taste and odor causing and other dissolved organic compounds.

This contract has been increased by \$200,000 due to upcoming replacement of filters for the Pierce Burch & John F. Kubala Water Treatment Plants. This is an annual requirements contract which allows the City to purchase on an as-needed basis.

Original contract term: One year/four one-year renewal options
 Current term: Second renewal (December 1, 2016 – November 30, 2017)

FINANCIAL IMPACT

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

In accordance with bid specifications, the Purchasing Division have received a letter from Calgon Carbon Corporation requesting the second renewal at the current pricing. The projected financial impact for this contract term is as follows:

<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>
\$476,720	\$0	\$0

Funds are budgeted in Water R & R Capital Project Account No. 678501-68150-20136205.

ADDITIONAL INFORMATION

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

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Staff Report

Renewal of Annual Requirements Contract for the Supply of Plastic Meter Boxes and Iron Cover Lids, Bid Project 13-0033

City Council Meeting Date: 10-25-16

Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to exercise the fourth and final renewal in the contract for plastic meter boxes and iron cover lids with HD Supply Waterworks of Richland Hills, Texas in the estimated amount of \$300,000.

PRIOR BOARD OR COUNCIL ACTION

On November 20, 2012, City Council approved MO11202012-004 executing an annual requirements contract for plastic meter boxes and iron cover lids with HD Supply Waterworks of Richland Hills, Texas, in the estimated amount of \$258,986.75.

On October 29, 2013, City Council approved MO10292013-006 exercising the first of four, one-year renewal options in the contract for plastic meter boxes and iron cover lids with HD Supply Waterworks of Richland Hills, Texas, in the estimated amount of \$258,986.75.

On October 28, 2014, City Council approved MO10282014-005 exercising the second of four, one-year renewal options in the contract for plastic meter boxes and iron cover lids with HD Supply Waterworks of Richland Hills, Texas, in the estimated amount of \$258,986.75.

On October 27, 2015, City Council approved MO10272015-010 exercising the third of four, one-year renewal options in the contract for plastic meter boxes and iron cover lids with HD Supply Waterworks of Richland Hills, Texas, in the estimated amount of \$258,986.75.

ANALYSIS

This contract is for the supply of reinforced plastic meter boxes and iron cover lids used to house and protect the City's water meters. The new reinforced plastic meter boxes will replace lighter weight, standard meter boxes that have been broken or distorted due to use in the clay-type soil common to the Arlington area. The new plastic meter boxes will also be used for new installations and will be purchased on an as-needed basis.

The contract amount has been increased to \$300,000 due to unexpected need and project requirements. This is an annual requirements contract which allows the City to purchase on an as-needed basis.

Original contract term: One year/four one-year renewals
Current term: Fourth renewal (December 1, 2016 – November 30, 2017)

FINANCIAL IMPACT

The Arlington Water Utilities Department and the Purchasing Division have determined that it is in the City's best interest to renew the contract for an additional term. The contract term expires after this renewal.

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

<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>
\$250,000	\$50,000	\$0

Funds are budgeted in Water Utilities Inventory Account No. 5000-16000.

ADDITIONAL INFORMATION

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

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Staff Report

Renewal of Annual Requirements Contract for Fire Hydrants, Bid Project 15-0158

City Council Meeting Date: 10-25-16 Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to exercise the first of four, one-year renewal options in the contract for fire hydrants with Ferguson Waterworks of Dallas, Texas in the estimated amount of \$265,298.

PRIOR BOARD OR COUNCIL ACTION

On November 10, 2015, City Council approved MO11102015-005 executing an annual requirements contract for fire hydrants with Ferguson Waterworks of Dallas, Texas in the estimated amount of \$265,298.

ANALYSIS

This contract is for the purchase of dry barrel, traffic model fire hydrants used in the water distribution system for repairs and capital improvement construction projects. Water Utilities will supply fire hydrants for renewal projects to ensure the correct materials are utilized and are in-stock when needed. The fire hydrants have easily replaceable parts designed to break away at the point of impact by a vehicle. The hydrants will be purchased on an as-needed basis and when needed for construction projects, orders will be placed during the construction phase.

Original contract term: One year/four, one-year renewal options
Current term: First renewal (December 1, 2016 – November 30, 2017)

FINANCIAL IMPACT

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

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

<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>
\$221,082	\$44,216	\$0

Funds are budgeted in Water Utilities Inventory Account No. 5000-16000.

ADDITIONAL INFORMATION

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

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Staff Report

Annual Requirements Contract for HACH Supplies and Repair Services for HACH Instruments, Bid Project 17-0024

City Council Meeting Date: 10-25-16

Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to execute an annual requirements contract for the sole-source purchase of HACH consumable supplies and repair services for HACH instruments with HACH Company of Loveland, Colorado, in the estimated amount of \$130,000.

PRIOR BOARD OR COUNCIL ACTION

None.

ANALYSIS

This contract provides the supplies and preventative maintenance of water treatment process control testing equipment manufactured by the HACH Company for John F. Kubala and Pierce-Burch WTPs. Supplies will include chemistry reagent kits, sensor kits, probes, tubing kits, and other supplies as needed.

These process control equipment is essential to the water treatment processes at the John F. Kubala and Pierce-Burch WTPs. This equipment is used to monitor disinfection and other water quality parameters that ensures water is meeting water quality standards set by the Texas Commission of Environmental Quality. Inadequately treated water may contain disease-causing organisms. Maintaining functional process control equipment will ensure Arlington Water Utilities are meeting or exceeding treatment standards and supplying high quality water to Arlington residents.

HACH Company is the sole provider for the HACH brand instruments and offers expertise and OEM quality supplies for their products. Therefore, the purchase is exempt from the competitive bidding statutes in accordance with Texas Local Government Code, Section 252.022 (a) 7 as sole-source procurement.

Contract term: November 1, 2016 – October 31, 2017

FINANCIAL IMPACT

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

<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>
\$119,166.66	\$10,833.34	\$0

Funds are budgeted in multiple Water Treatment Operations & Maintenance of Instruments accounts.

ADDITIONAL INFORMATION

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

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Staff Report

Annual Requirements Contract for Equipment and Maintenance of the SkyLogix System, Bid Project 17-0032	
City Council Meeting Date: 10-25-16	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to execute an annual requirements contract for the sole-source purchase of equipment and maintenance for the Sports Lighting Energy Management System with SkyLogix Wireless Technologies of Phoenix, Arizona in the estimated amount of \$55,000.

PRIOR BOARD OR COUNCIL ACTION

None.

ANALYSIS

This contract provides specialized equipment and maintenance for the automation of lighting, gate, and door lock systems utilized throughout the park system. This automation replaces inaccurate and unreliable photocells and time clocks with a centralized computerized control system. This system not only allows remote control and monitoring capabilities, but reduces energy consumption through user activation and daylight observation technologies. The automation also eliminates the staffing required to physically operate lights at sports fields and make seasonal adjustments to time clocks.

SkyLogix Wireless Technologies manufactures and services the specialized equipment utilized in the park system. The Parks and Recreation Department is systematically implementing the technology with new development, as well as retrofitting existing control systems. This initiative has demonstrated an improved operational efficiency and service delivery for the citizens of Arlington, and reflects the Council priority of "Putting Technology To Work".

SkyLogix Wireless Technologies of Phoenix, Arizona, is the sole provider for all Skylogix service and equipment; therefore, the purchase is exempt from the competitive bidding statutes in accordance with Texas Local Government Code, Section 252.022 (a) 7 as sole-source procurement.

Contract term: November 1, 2016 – October 31, 2017

FINANCIAL IMPACT

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

<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>
\$50,416.67	\$4,583.33	\$0

Funds are budgeted in various Parks and Recreation Department accounts.

ADDITIONAL INFORMATION

Attached:	None
Under separate cover:	None
Available in the Purchasing Division:	Bid file
Notarized Form1295:	Yes
MWBE:	No

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Staff Report

Annual Maintenance Agreement for Polaris Integrated Library System (ILS) Automation Software, Bid Project 17-0008

City Council Meeting Date: 10-25-16

Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to execute a sole-source annual maintenance agreement for the Polaris Integrated Library System (ILS) Automation Software with Innovative Interfaces, Inc. of Emeryville, California, in the estimated amount of \$73,594.60.

PRIOR BOARD OR COUNCIL ACTION

None.

ANALYSIS

This purchase is for an annual maintenance agreement for the Polaris ILS Automation Software used by City of Arlington libraries. The Polaris system was originally purchased in 1993 and is a modular, customizable, windows-based integrated software system with a multi-lingual interface. The system provides the computer resources necessary to operate key library functions such as circulation, acquisitions, serials management and cataloging. This system also provides library patrons with access to the Library's online public access catalog.

Innovative Interfaces, Inc., is the only authorized provider of maintenance for this software; therefore, this purchase is exempt from the competitive bidding statutes in accordance with the Texas Local Government Code, Section 252.022 (a) 7 as sole-source procurement.

Contract term: November 1, 2016 through October 31, 2017

FINANCIAL IMPACT

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

<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>
\$73,594.60	\$0	\$0

Funds are budgeted in Library Electronic Services Account No. 960301-63142.

ADDITIONAL INFORMATION

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

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Staff Report

Engineering Services Contract for Water Treatment Plant Filter Backwash Supply Piping and Weir Gate Replacement; Project No. WUTR16020

City Council Meeting Date: 10/25/16	Action Being Considered: Minute Order
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RECOMMENDATION

Authorizing the City Manager or his designee to execute an Engineering Services Contract with HDR Engineering, Inc., of Dallas, Texas, for the design of the Water Treatment Plant Filter Backwash Supply Piping and Weir Gate Replacement, in an amount not to exceed \$ 282,973.

PRIOR BOARD OR COUNCIL ACTION

None

ANALYSIS

The project scope includes the development of plans and specifications for improvements to replace the existing backwash water supply header piping at the Pierce-Burch Water Treatment Plant (PBWTP) and backwash water control weir gate at the John F. Kubala Water Treatment Plant (JKWTP). The PBWTP backwash water supply header piping has presented increased maintenance challenges due to the pipe's age and condition. At the JKWTP, the plant has experienced repeated maintenance issues with the backwash water control weir gate. These improvements are necessary to provide reliable, operable, efficient and safe facilities that meet the needed production capacities.

The Arlington Water Utilities department negotiated an Engineering Services Contract with HDR Engineering, Inc., to provide basic services for a base engineering fee of \$220,944 including engineering services during construction plus an amount not to exceed \$62,029 for special services.

FINANCIAL IMPACT

Funding is available in:

Water Bond Fund	658502-18167205-61043	\$282,973
	<u>FY 2017</u>	<u>FY 2018</u>
	\$282,973	\$0
		<u>FY 2019</u>
		\$0

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

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

Brad Franklin, P.E.
Assistant Director of Water Utilities
817-459-6632
Brad.Franklin@arlingtontx.gov

THE STATE OF TEXAS §

ENGINEERING SERVICES CONTRACT

COUNTY OF TARRANT §

THIS CONTRACT is made and entered into this _____ day of _____, 2016 _____, by and between the City of Arlington, Tarrant County, Texas, a municipal corporation, hereinafter called "City," and HDR Engineering, Inc. hereinafter called "Engineer," whose address is 17111 Preston Rd, Suite 300, Dallas, Texas 75248.

WITNESSETH:

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

**Water Treatment Plant Filter Backwash Supply Piping and Weir Gate Replacement
City of Arlington Project No. WUTR16020**

I.

Employment of Engineer

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

The work is separated into the following Basic Services tasks:

- Task 1 – Project Kick-off and Administration
- Task 2 – Information / Data Collection and Review
- Task 3 – Preliminary Engineering
- Task 4 – Detailed Design
- Task 5 – Bid Phase Services
- Task 6 – Construction Administration Services
- Task 7 – Start-up Services
- Task 8 – TCEQ / Regulatory Coordination

In addition the scope of work will include the following Special Services (to be executed only upon separate, written authorization from the City):

- Task SS1 – Additional Detailed Design (Task 4) Services
- Task SS2 – Additional Site Visits and Meetings

II. **Compensation to Engineer**

- A. **BASE COMPENSATION:** City agrees to pay Engineer for Task 1 through Task 8 Basic Services, as outlined in Section I and Section III, a total compensation in an amount not to exceed **\$220,944.00**. Payments shall be made on an hourly fee basis per the rates indicated in Attachment “C” as part of this Contract. Attachment “C” is hereby incorporated as if written word for word.
- B. **OTHER COMPENSATION:** Compensation associated with Special Services Tasks outlined in Section I and Section III shall be separately authorized as needed by the City, a total compensation in an amount not to exceed **\$62,029.00**. Payments shall be made on an hourly fee basis per the rates indicated in Attachment “C” as part of this Contract. Attachment “C” is hereby incorporated as if written word for word. This compensation also includes printing and reproduction expenses that are directly related to the Project. These costs are in addition to the base compensation for Engineering Services outlined in Section II.A. above. Project inspection services are not part of this Contract unless specifically addressed elsewhere in this Contract.
- C. Payment for services rendered by Engineer shall be made as follows:
1. For preliminary engineering, design, plans and specifications, Engineer will be paid on a monthly basis. Final payment will be due and payable upon delivery to City of final design construction plans and specifications for the Project and approval by City.
 2. For Special Services Tasks, payment will be made on a monthly basis in accordance with the value of the work as hereinbefore provided.
 3. City shall be invoiced in a form satisfactory to the City.

III. **Services**

A. **General Requirements**

1. Each time Engineer submits plans and specifications to City, four (4) copies (two {2} full size {22”x34”}, two {2} half scaled {11x17}) and .pdf files on a CD shall be submitted. These shall be reviewed and checked by City and returned to Engineer for corrections. When the corrected copies of the plans and specifications are returned to City, the original and reviewed hard copies of the plans and specifications shall also be returned to City. All plans, specifications, documents, provisions, attachments, and correspondence provided in accordance with this contract shall be dated.

2. Each set of plans shall be stamped "Review," and shall be dated with registration number noted by Engineer until approval of the final design construction plans by City, whereupon the word "Review" shall be omitted and the plans shall be signed and stamped "Final" on the cover sheet.
 3. Upon completion of the final design construction plans, special provisions and specifications, and contract documents, Engineer shall submit a letter of notification to City stating completion of design of Project.
 4. Review by City does not relieve Engineer of responsibility to prepare construction plans and specifications in accordance with prevailing engineering standards.
 5. Engineer shall coordinate and design the water treatment system incorporating the following items into the conceptual, preliminary and final design plans and specifications.
 - a. Submit plans, specifications, and engineering report for water treatment system facilities to the TCEQ for review and approval.
 - b. Prepare opinions of costs.
- B. Conceptual Design Plans - Conceptual plans for this project shall be prepared on such a scale and to such detail as is necessary to resolve all conceptual issues. Conceptual plans must be approved by City prior to Engineer commencing with the preparation of preliminary design construction plans. Engineer shall prepare conceptual plans as described in Attachment "A".
- C. Final Design Construction Plans - Engineer shall submit final design construction plans for review and approval by the City on 22" x 34" sheets (each sheet shall be sealed, dated, and signed by a Registered Professional Engineer in the State of Texas). Final design construction plans shall include the following:
1. Standard City title page with location map and revision block in the lower right corner showing date of revision, description of revision and initials of the revisor.
 2. Plan and section sheets depicting water treatment improvements.
 3. Detail and standard sheets.
 4. Proposals, final opinion of probable cost, special provisions and specifications and contract document booklet.
 5. All plans, documents, provisions, specifications, attachments and correspondence that leave Engineer's office shall be dated.

6. Provide the final design construction plans on a CD with the formats as listed below.

- AutoCad 2012 .dwg files and .pdf files

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

1. Assist City in the advertisement of Project for bids.
2. Assist City in the opening and tabulation of bids.
3. Engineer will review and approve (or take appropriate action with respect to) shop drawings, samples and other data which contractor(s) are required to submit.
4. In performing the services outlined above, Engineer will endeavor to protect City to the extent reasonably possible against defects and deficiencies in the work of contractors. Engineer will report any observed deficiencies to City and Engineer will take any other appropriate actions; however, it is understood that Engineer does not guarantee the contractor's performance, nor is Engineer responsible for supervision of the contractor's operation and employees except to the extent defects, omissions or negligence is reasonably discoverable by Engineer. Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the contractor, or the safety precautions and programs incident to the work of the contractor.

IV. Time for Completion

Engineer agrees to complete and submit all work required by City as indicated in Attachment "B"- Schedule and as follows:

- A. Basis of design technical memorandum in 80 calendar days from the date of written notice to proceed.
- B. 50% design plans in 120 calendar days from date of written notice to proceed.
- C. 90% design plans in 160 calendar days from date of written notice to proceed.
- D. Final design construction plans and specifications in 180 calendar days from date of written notice to proceed.

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

V.

Revisions of Plans and Specifications

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

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

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

VI.

Engineer's Coordination with Owner

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

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

VII.
Contract Termination Provision

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

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

VIII.
Ownership of Documents

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

IX.
Insurance

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

1. Workers' Compensation as required by law, Employers Liability Insurance of not less than \$1,000,000.00 for each accident, \$1,000,000.00 disease-each employee, \$1,000,000.00 disease-policy limit.
2. Commercial General Liability Insurance, including Independent Contractor's Liability, Completed Operations and Contractual Liability, covering but not limited to the indemnification provisions of this contract, fully insuring Engineer's liability for injury to or death of employees of City and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a combined bodily injury and property damage minimum limit of \$1,00,000.00 per occurrence and a \$2,000,000 aggregate. (Rev. 2/2016)
3. Commercial Automobile and Truck Liability Insurance, covering any auto or hired and non-owned vehicles, with a combined bodily injury and property damage limit of \$1,000,000.00 per occurrence.
4. Professional Liability Insurance: Engineer shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance. Limits of liability shall be \$1,000,000.00 per claim and \$2,000,000.00 aggregate. Any such policy of insurance and the Declarations Page therefore shall identify if coverage is being provided on an "occurrence" or "claims-made" basis. If this coverage is being provided on a claims-made basis, Engineer must maintain this policy for a period of four (4) years after the completion of the project or shall purchase the extended reporting period or "tail" coverage insurance providing equivalent coverage for the same period of time.
5. Umbrella Liability Insurance of not less than \$2,000,000.00 per occurrence, following form and drop down provisions included.

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

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

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

If the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to City is required. Engineer shall also notify CITY within twenty-

four (24) hours after receipt of any notices of expiration, cancellation, nonrenewal or any material change in coverage it receives from its insurer(s);

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

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

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

D. Engineer agrees to the following:

1. Except for professional liability, Engineer hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against City, it being the intention that the insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies.
2. Companies issuing the insurance policies and Engineer shall have no recourse against City for payment of any premiums or assessments for any deductible, as all such premiums and deductibles are the sole responsibility and risk of Engineer.
3. Approval, disapproval or failure to act by City regarding any insurance supplied by Engineer (or any subcontractors) shall not relieve Engineer of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate Engineer from liability.
4. Engineer shall provide one (1) copy of a Certificates of Insurance completed on an Acord form or other State-approved form, and endorsements effecting coverage required by this section to the City by forwarding to:

City of Arlington
Water Utilities Department - Mail Stop 01-0200
Attn: **Mohammad Bayan, P.E.**
PO Box 90231
Arlington, Texas 76004-3231

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

X.
Monies Withheld

When City has reasonable grounds for believing that:

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

XI.
No Damages for Delays

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

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

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

As a matter of policy with respect to City of Arlington projects and procurements, City of Arlington also encourages the use, if applicable, of qualified contractors, subcontractors and

suppliers where at least fifty-one percent (51%) of the ownership of such contractor or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, suppliers or other persons in organizations proposed for work on this contract, Engineer agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this contract.

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

XIII. **Right to Inspect Records**

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

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

XIV. **No Third Party Beneficiary**

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

XV.
Successors and Assigns

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

XVI.
Engineer's Liability

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

XVII.
Indemnification

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

ENGINEER warrants that no music, literary or artistic work or other property protected by copyright will be reproduced or used, nor will the name of any entity protected by trademark be reproduced or used by ENGINEER unless ENGINEER has obtained written permission from the copyright or trademark holder as required by law, subject also to CITY's consent. ENGINEER covenants to comply strictly with all laws respecting copyrights, royalties and trademarks and warrants that it will not infringe any

related statutory, common law or other right of any person or entity in performing this Contract. ENGINEER will indemnify and hold CITY and its officers, agents and employees harmless from all claims, losses and damages (including reasonable attorney's fees) with respect to such copyright, royalty or trademark rights to the extent caused by ENGINEER or for whom ENGINEER is legally liable.

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

XVIII. **Severability**

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

XIX. **Independent Contractor**

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

XX. **Disclosure**

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

XXI.
Venue

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

XXII.
Entire Agreement

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

XXIII.
Applicable Law

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

XXIV.
Default

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

XXV.
Headings

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

XXVI.

Non-Waiver

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

XXVII.
Remedies

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

XXVIII.
Equal Employment Opportunity

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

XXIX.
Construction of Contract

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

XXX.
Notices

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

If intended for City, to: _____

Mohammad Bayan, P.E. _____
Senior Engineer for Water Treatment _____
City of Arlington _____
P.O. Box 90231, MS 01-0200 _____

Arlington, Texas 76004-3231

If intended for Engineer, to:

Robert Hoffman

HDR, Inc.

17111 Preston Rd, Suite 300

Dallas, Texas 75248

Phone No: (972) 960-4476

Email: robert.hoffman@hdrinc.com

XXXI.

Warranty

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

XXXII.

USDOT Standard Title VI Assurances

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

Appendix A of the USDOT Standard Title VI Assurances

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

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

(2) Nondiscrimination: The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by

section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

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

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

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

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

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

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

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

WITNESS:

ENGINEER:

BY: _____

Ramon F. Miguez

Printed or Typed Name

Vice-President

Printed or Typed Title

Tax Identification No.

ATTEST:

CITY OF ARLINGTON, TEXAS:

Mary W. Supino, City Secretary

BY: _____

Walter J. Pishkur

Printed or Typed Name

Director of Water Utilities

Printed or Typed Title

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY: _____

THE STATE OF TEXAS §

Engineer Acknowledgment

COUNTY OF TARRANT §

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

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

(SEAL)

Notary Public in and for the State of Texas

Notary's Printed Name

My Commission Expires: _____

THE STATE OF TEXAS §

Municipal Acknowledgment

COUNTY OF TARRANT §

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

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

(SEAL)

Notary Public in and for the State of Texas

Notary's Printed Name

My Commission Expires: _____

**PRIME AND SUBS &
MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE) REPORT**
Please complete this form, include copy of certification(s) and return with executed contracts

Project Name: _____

Project No: _____ Date: _____

LEGEND

* Answer with "YES" or "NO"

AI - Native American (AI)

NW - Native American, Women-Owned (NW)

AS - Asian (AS)

AW - Asian, Women-Owned (AW)

BL - Black (BL)

BW - Black, Women-Owned (BW)

HI - Hispanic (HI)

HW - Hispanic, Women-Owned (HW)

WO - Women-Owned (WO)

Other _____

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

LIST ALL SUBS:

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

(Rev. 3/2016)

City of Arlington Water Utilities Water Treatment Plant Filter Backwash Supply Piping and Gate Replacement

BACKGROUND:

The City of Arlington Water Utilities Department (AWU) is implementing a series of improvements projects to address aging water treatment plant (WTP) infrastructure and equipment. The Pierce-Burch WTP (PBWTP) filter backwash water supply header piping has presented increased maintenance challenges due to the pipe's age and condition. An emergency contract was used to replace a portion of the piping in 2015. An isolation valve was installed in the header, separating filter No. 1 through No. 4 from the remaining filters and the piping was replaced for service to those filters. The AWU will now replace the remainder of the pipe header in the filter gallery while incorporating provisions for adding filter-to-waste piping and a redundant backwash water supply connection in the future.

At the John Kubala WTP (JKWTP), the plant has experienced repeated maintenance issues with the filter backwash water control weir gate. The AWU will replace the gate and consider alternatives that include installing multiple gates to eliminate the current single point of failure.

Scope Objective

The primary objective of the WTP Filter Backwash Supply Piping and Gate Replacement (PROJECT) is to replace the existing PBWTP backwash supply header piping in the filter gallery with new piping (and supports if determined necessary) and the JKWTP backwash water control weir gate. HDR Engineering, Inc. (ENGINEER) will provide engineering services for preliminary engineering, detailed design, bid phase, construction administration, and start-up services. The detailed Scope of Work delineated herein is split into Basic Services and Special Services tasks, outlining the basis for each task, key assumptions, and deliverables.

ASSUMPTIONS

In developing the Scope of Work and associated task budgets, ENGINEER has made the assumptions outlined below:

- The PROJECT will be executed using one (1) construction project
- AWU will provide front end Contract Specifications
- ENGINEER will use ENGINEER's 6-Digit, 50 division format (CSI MasterFormat) general requirements and technical specifications as tailored to specific needs for the PROJECT
- Drawings will be provided in AutoCAD format (version 14 or 16)
- Four (4) copies (two {2} full-size {22"x34"}, two {2} half-size {11x17}) and .pdf files on a CD shall be submitted at each design submittal milestone
- AWU will reproduce and distribute copies of bid ready documents and addenda to plan holders while maintaining a plan holder's list
- AWU will provide daily inspection services during construction
- AWU will manage document flow between ENGINEER and the Contractor during the construction phase
- ENGINEER will provide construction administration services as noted in the detailed Scope of Work (does not include resident project representative services)

Refer to the additional assumptions as delineated by task in the detailed scope herein.

DETAILED SCOPE:

The Scope of Work that follows details the individual tasks and deliverables for the PROJECT.

Basic Services:

Basic services are as follows:

Task 1 – Project Kick-off and Administration

ENGINEER will develop a project management and quality plan outlining the project goals and objectives, scope of work, communications protocols, and quality review plan. A kick-off meeting (Project Meeting #1) will be held with the AWU to confirm key elements of the project management and quality plan, project scope objectives, baseline schedule, and initial technical items. Throughout project execution, ENGINEER will conduct monitoring and control activities to track project progress and develop monthly invoices with project activity reports for submittal to the AWU. Activity reports will document activities completed, planned activities for the following month, key decisions, and current action items.

Deliverables:

- Project (Kick-off) Meeting # 1
- Project kick-off meeting agenda and summary (.pdf format)
- Monthly Invoices with Activity Report (including updated project schedule)

Task 2 – Information / Data Collection and Review

ENGINEER will develop and submit a data needs request to obtain initial data and information for review. Requested data and information will include the following:

- Record drawings for the PBWTP and JKWTP filter complex (original construction and any subsequent improvements or expansion projects)
- Previous specifications (AWU preferences) used for specifying the filter complex piping, couplings, valves, pipe supports, and JKWTP backwash water control weir gate and actuator
- Other related design basis studies or reports that provide information regarding the existing filter backwash water supply systems
- Previous studies or reports that addressed concepts for adding filter-to-waste piping at the PBWTP including WTP hydraulic profile data and record information
- AWU standard front end documents for use in developing the contract documents
- AWU required drawing title block and sheet borders (if applicable)
- AWU applicable design standards

The level of effort for this task assumes the AWU will collect and assemble the data for delivery to the ENGINEER in electronic format. ENGINEER will then review record information as provided by the AWU.

Deliverables:

- Data Needs Request

Task 3 – Preliminary Engineering

Upon completing Task 2, ENGINEER will conduct an initial site visit to each WTP to review the installation and condition of the existing filter backwash water supply pipe header in the filter gallery

and the backwash water control weir gate. The assessment at the PBWTP will consider process-mechanical and structural aspects of the existing piping as well as potential approaches for adding filter-to-waste piping. ENGINEER will consult with gate manufacturers and develop alternatives to address the JKWTP backwash water control weir gate. ENGINEER will confirm alternatives with the AWU and conduct a detailed evaluation.

ENGINEER will then draft a Basis of Design (BOD) Technical Memorandum (TM) to delineate design criteria (summarized in tabular form) and convey the scope of replacement with a preliminary plan and section drawing of the PBWTP filter gallery piping and JKWTP weir gate modifications. The intent of the BOD TM will be to confirm and document items with the AWU such as the weir gate alternatives evaluation, piping design flows, corresponding pipe velocity and pressure, proposed pipe design criteria, scope of the improvements, and the approach for implementation (i.e. construction sequencing) prior to developing detailed drawings and specifications.

The following sub-tasks and assumptions form the basis for the Basic Services to be provided and addressed in the BOD TM under Task 3:

- 3.1 – PBWTP Filter Backwash Water Supply Header Replacement:

ENGINEER will conduct preliminary engineering pertaining to replacement of the PBWTP filter backwash water supply pipe header from the isolation valve between Filter No. 4 and Filter No. 5 to the end of the filter gallery at Filter No. 20 (for construction purposes).

- Piping will be replaced up to the flange of the individual filters' backwash water supply isolation valves
- Any added isolation valves will be manually-operated (thus, electrical and instrumentation and controls design services are not included)
- Includes design to facilitate future connection of backwash water supply piping from the opposite end of the filter gallery (at Filter No. 20) either inside the gallery or just outside the gallery wall
- Includes design to facilitate future addition of filter-to-waste piping
- Includes structural review of existing pipe support systems and recommended improvements

- 3.2 – PBWTP Backwash Water Supply Loop:

ENGINEER will develop plan / schematic level concept to provide a backwash water supply loop from the backwash water supply pumps to the opposite end of the filter gallery (at Filter No. 20) for added redundancy at the PBWTP (for planning purposes only).

- 3.3 – PBWTP Filter-to-Waste:

ENGINEER will review previous concepts for adding filter-to-waste piping at the PBWTP, evaluate options and associated hydraulics, and develop a plan / schematic level concept (for planning purposes only).

- 3.4 – JKWTP Filter Backwash Water Control Weir Gate Replacement:

ENGINEER will conduct preliminary engineering pertaining to replacement of the JKWTP backwash water control weir gate. This sub-task includes a review of previous concepts for addressing the backwash water control weir gate, identifying acceptable gate manufacturers and alternatives, evaluating alternatives, and review with the AWU to select an alternative for

detailed design and implementation. Electrical and instrumentation and controls design are included.

The AWU indicated there are no issues or concerns with the existing filter backwash water supply system hydraulics at the PBWTP and that an evaluation of hydraulics and surge is not included in this scope of work. A detailed hydraulic and surge analysis for the backwash water supply system can be provided as an Additional Service via amendment to this Engineering Services Contract.

Detailed design (for the purpose of construction) of filter-to-waste piping and a backwash water supply pipe loop can also be provided as an Additional Service via amendment to this Engineering Services Contract. Detailed design of individual filter piping replacement is shown in this Scope of Work as a Special Service (see Task SS1).

It is assumed the backwash system hydraulics at the JKWTP have been analyzed and delineated by others in terms of operational needs and requirements for the backwash water control weir gate. The focus of this scope of work is to replace the existing gate to meet operational criteria previously established by the AWU.

ENGINEER will conduct an internal quality assurance / quality control (QA/QC) review of design criteria and confirm compliance with the overall objectives. A preliminary opinion of probable construction cost (OPCC) will be provided and include separate line items for the filter-to-waste and additional backwash water supply connection concepts.

Deliverables:

- WTP Site Visit (1/2 day at each WTP)
- JKWTP Backwash Water Control Weir Gate Alternatives Review Meeting (Project Meeting #2)
- BOD TM with OPCC attached (ten (10) bound hard copies and .pdf format)
- BOD TM Review Meeting (Project Meeting #3) with agenda and meeting summary (.pdf format)
- Response to BOD TM review comments (table format) and Final BOD TM (to be completed and submitted to the Texas Commission on Environmental Quality (TCEQ) with the 90% design submittal)

Task 4 – Detailed Design

ENGINEER will develop the designs to 50%, 90%, and bid-ready levels of completion based on AWU BOD TM review comments from Task 3. AWU front end documents will be used and Division 1 general requirements and Division 2 (through 50) technical specifications will be ENGINEER'S standard specifications, edited to meet specific project requirements. The level of effort assumes the AWU will coordinate and provide any required AWU details in electronic format. ENGINEER will show required details in the drawings for reference.

ENGINEER will initially prepare drawings and specifications to a 50% level of completeness. The AWU will provide maintenance of operations and shutdown requirements for inclusion in the specifications and ENGINEER will outline construction constraints. Prior to submittal to the AWU, ENGINEER will conduct an internal QC review of the drawings and specifications based on ENGINEER'S guidelines and procedures that have been established to assure the application of industry design practices. ENGINEER will conduct a submittal review workshop with the AWU. Review comments will be compiled in a comments log. The OPCC will also be updated and submitted at the 50% design milestone with noted changes from the previous OPCC.

Upon receipt of review comments from the AWU, ENGINEER will address comments and develop the 90% complete drawings and specifications to a near complete level of detail for final review. ENGINEER will conduct a final QC check and provide responses to 50% design submittal review comments using the comments log. The 90% design submittal and comments log will be submitted to the AWU and ENGINEER will conduct a final review with the AWU. ENGINEER will then develop bid-ready documents, a final comments log with responses, and a final OPCC based on AWU 90% submittal review comments.

The 90% and bid-ready submittals will include updated OPCCs with noted changes from the previous OPCC. The 90% design submittal will also be submitted to the TCEQ with the BOD TM for review and approval.

Deliverables:

- 50% Design Submittal - drawings and specifications with updated OPCC
 - Submittal sets will be as required per the Engineering Services Contract general requirements
- 50% Design Submittal Review Meeting (Project Meeting #4) with agenda and minutes (documenting review comments)
- 90% Design Submittal - drawings and specifications with updated OPCC
 - Submittal sets will be as required per the Engineering Services Contract general requirements
 - Includes submittal of response to 50% review comments (table format)
- 90% Design Submittal Review Meeting (Project Meeting #5) with agenda and minutes (documenting review comments)
- Finalized BOD TM for submittal to TCEQ with 90% Design Submittal
- Bid-Ready documents and final OPCC for submittal to AWU and local permitting agencies
 - Submittal sets will be as required per the Engineering Services Contract general requirements
 - Includes submittal of response to 90% review comments (table format)

Task 5 – Bid Phase Services

ENGINEER will assist the AWU with bid phase activities. The level of effort for this task assumes the AWU will advertise the project (one project), reproduce bid ready sets for potential bidders and plan rooms, maintain the project plan-holders list, and conduct a pre-bid conference (ENGINEER will attend to assist as needed). ENGINEER will respond to bidder inquiries and develop addenda as needed. AWU will track bidder inquiries, issue addenda to plan holders, evaluate the bids and address recommendation for award.

Deliverables:

- Pre-bid conference (one)
- Response to bidder inquiries and written addenda

Task 6 – Construction Administration Services

ENGINEER will update the drawings and specifications to incorporate addenda items. Conformed sets will be provided to the AWU. ENGINEER will also provide the following:

- Submittal / shop drawing review
- Response to requests for information (RFIs)
- Review of proposed change orders

- Input to AWU for agendas and meeting minutes and attend a pre-construction conference, approximately monthly construction progress meetings (six (6) total), and a pre-startup meeting
- Site visits on the same day as the scheduled progress meetings to review progress and provide observation feedback to the AWU (additional site visits and progress meeting attendance can be provided as a Special Service – see Task SS2)
- Record drawings to reflect as-built conditions as provided by the contractor and verified by AWU inspections

The AWU will review contractor schedule submittals, requests for payment, and maintain submittal, RFI, and change logs during construction. This task does not include resident engineering or inspection services by the ENGINEER. ENGINEER's site visit observation report is solely intended to provide an update to the AWU on project progress. The level of effort for this task assumes the AWU will provide overall construction document management. ENGINEER will provide submittal / shop drawing review letter via e-mail to the AWU in electronic format with submittal / shop drawing markups attached.

Deliverables:

- Conformed documents will be submitted as defined in the Engineering Services Contract general requirements
- Submittal / shop drawing review letters (.pdf format)
- Response to RFIs
- Change order review comments
- Pre-construction conference
- Construction progress meetings (level of effort is based on six (6) meetings with site visits to include the JKWTP on four (4) occasions)
- Pre-startup coordination meeting
- Site visit observation reports (with progress photos)
- Input to AWU for meeting agendas and minutes
- Record documents will be submitted as defined in the Engineering Services Contract general requirements

Task 7 – Start-up Services

ENGINEER will develop a brief start-up plan and attend start-up of the newly installed filter backwash water supply header at the PBWTP and the backwash water control weir gate at the JKWTP.

Deliverables:

- Brief start-up plan (2 pages) for coordination with the AWU and contractor
- Start-up attendance (one (1) day site visit to each WTP)

Task 8 – TCEQ / Regulatory Coordination

ENGINEER will communicate with the TCEQ regarding implementation of the PROJECT. The BOD TM and drawings and specifications package will be submitted for TCEQ approval. ENGINEER will coordinate with the AWU regarding permitting requirements and review and approval of the project for implementation. The level of effort associated with this Scope of Work assumes the AWU or contractor will apply, pay for, and obtain required permits.

Deliverables:

- One (1) meeting with the AWU regarding permitting and project review / approval requirements

- Summary of TCEQ correspondence
- Submittal of BOD TM, drawings and specifications

Special Services:

The following special services tasks require written authorization to proceed by the AWU.

Task SS1 – Additional Detailed Design (Task 4) Services

ENGINEER will provide and incorporate detailed design (50%, 90% and bid ready) for replacement of the individual filter piping, flow meters and valves. The level of effort assumes the additional improvements would be addressed under the same construction contract as the PBWTP filter backwash water supply piping and JKWTP backwash water control weir gate replacement (i.e. one (1) construction contract). Electrical and instrumentation and controls services would be required and are included pertaining to valve and flow meter design. Additional construction administration effort is also included based on additional submittal / shop drawing review.

Deliverables:

- 50%, 90%, and Bid-ready submittals as incorporated under the Basic Services for Task 4

Task SS2 – Additional Site Visits and Meetings

ENGINEER will conduct additional site visits and progress meetings as requested in writing by the AWU based on the hourly rate schedule and reimbursable expenses shown in Attachment C.

Deliverables:

- Site visit with observation report (.pdf format)
- Progress meeting (held on the same day as the site visit) and meeting minutes (.pdf format)

Additional Services:

Additional services not included in this Scope of Work include:

- Backwash water supply system hydraulic modeling and/or surge analysis
- Additional design of improvements beyond what is delineated under the scope of work for Basic Services
- Electrical and Instrumentation and Controls design for the PBWTP related improvements
- Survey
- Subsurface utility exploration (SUE) services
- Geotechnical
- On-site resident engineering or inspection services
- Additional construction document management
- Contractor schedule and payment application reviews
- Coordination with agencies other than the AWU and TCEQ
- Application and payment for permits

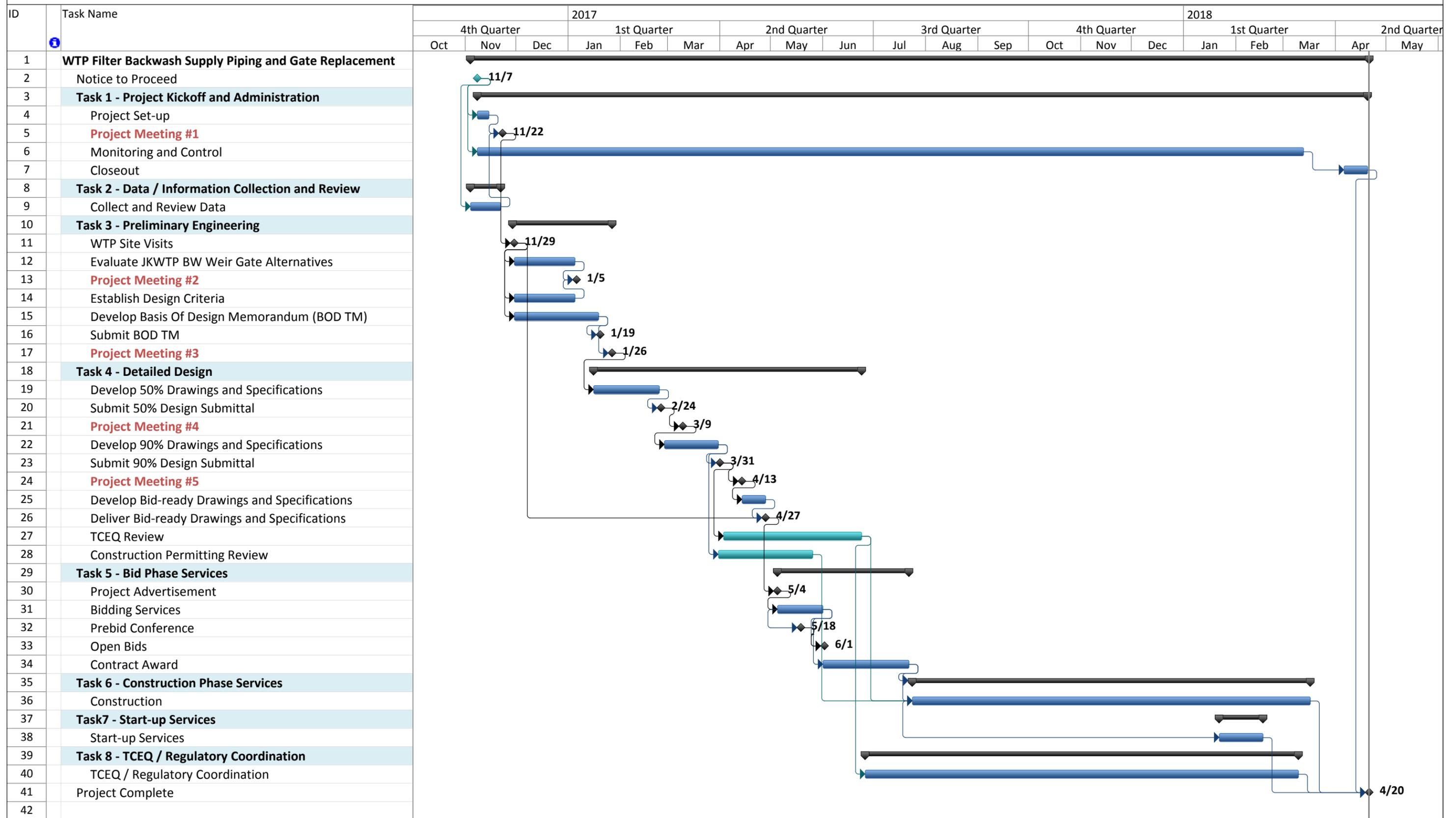
If needed, these services will require written authorization from the AWU with additional funding.

PROJECT SCHEDULE:

Refer to attached schedule.

City of Arlington

WTP Filter Backwash Supply Piping and Gate Replacement



ATTACHMENT C – HOURLY RATE SCHEDULE

City of Arlington Water Utilities Water Treatment Plant Filter Backwash Supply Piping and Gate Replacement

HDR Engineering, Inc. Hourly Rate Schedule

Principal / Sr. Project Manager	\$240 - \$310
Technical Advisor	\$225 - \$290
Sr. Project Engineer	\$170 - \$240
Project Engineer	\$120 - \$170
Structural Engineer	\$120 - \$170
Electrical Engineer	\$110 - \$170
I&C Engineer	\$110 - \$170
Project EIT	\$80 - \$120
CAD / Designer	\$190 - \$165
Administrative Assistant	\$70 - \$130
Project Controller	\$70 - \$130

ATTACHMENT C - HOURLY BREAKDOWN BY TASK

City of Arlington Water Utilities

WTP Filter Backwash Supply Piping and Gate Replacement

	HDR LABOR HOURS								FEE TOTALS				
	Project Principal / QC	Sr. Project Manager	Project Engineer	Project EIT	Structural Engineer	CAD / Designer	Admin Support	Total Hours	HDR	SUBCONSULTANTS			TOTAL
	Cantwell	Hoffman	Livas	Bailey	Zimmerman	Franklin	Rayshell			GAI (EI&C)	SUBS TOTAL	MARKUP @ 5%	
<i>Basic Services</i>													
Task 1 - Project Kick-off and Administration	2	36					25	63	\$ 14,408	\$ 480	\$ 480	\$ 24	\$ 14,912
Task 2 - Data / Information Collection and Review		4	10			2	2	18	\$ 3,198	\$ 240	\$ 240	\$ 12	\$ 3,450
Task 3 - Preliminary Engineering								0	\$ -		\$ -	\$ -	\$ -
- 3.1 - PBWTP Filter BW Supply Header	1	16	32	40	8	40	2	139	\$ 22,033		\$ -	\$ -	\$ 22,033
- 3.2 - PBWTP BW Supply Loop	1	6	12	20		12		51	\$ 8,031		\$ -	\$ -	\$ 8,031
- 3.3 - PBWTP Filter-to-Waste	1	8	28	12		24		73	\$ 11,988		\$ -	\$ -	\$ 11,988
- 3.4 - JKWTP Filter BW Weir Gate	1	12	36	24	8	24	2	107	\$ 17,071	\$ 1,920	\$ 1,920	\$ 96	\$ 19,087
Task 4 - Detailed Design	4	44	80	80	64	238	14	524	\$ 83,307	\$ 10,080	\$ 10,080	\$ 504	\$ 93,891
Task 5 - Bid Phase Services		4	8	12	2	6	4	36	\$ 5,482	\$ 960	\$ 960	\$ 48	\$ 6,490
Task 6 - Construction Administration Services		46	56	40	8	24	8	182	\$ 32,462	\$ 3,120	\$ 3,120	\$ 156	\$ 35,738
Task 7 - Start-up Services		8	8					16	\$ 3,564		\$ -	\$ -	\$ 3,564
Task 8 - TCEQ / Regulatory Coordination		2	4			2	2	10	\$ 1,760		\$ -	\$ -	\$ 1,760
Subtotal Basic Services	10	186	274	228	92	370	59	1219	\$ 203,304	\$ 16,800	\$ 16,800	\$ 840	\$ 220,944
<i>Special Services</i>													
Task SS1 - Additional Detailed Design	2	16	36	12	8	80	8	162	\$ 26,789	\$ 29,040	\$ 29,040	\$ 1,452	\$ 57,281
Task SS2 - Additional Site Visits / Meetings		16						16	\$ 4,748		\$ -	\$ -	\$ 4,748
Subtotal Special Services	2	32	36	12	8	80	8	178	\$ 31,537	\$ 29,040	\$ 29,040	\$ 1,452	\$ 62,029
Total	12	218	310	240	100	450	67	1397	\$ 234,840	\$ 45,840	\$ 45,840	\$ 2,292	\$ 282,972



Staff Report

Engineering Services Contract for Pierce-Burch Water Treatment Plant Headworks Programmable Logic Controller Upgrade and Filter Operation Programing; Project No.WUTR16015

City Council Meeting Date: 10/25/16	Action Being Considered: Minute Order
-------------------------------------	---------------------------------------

RECOMMENDATION

Authorize the City Manager or his designee to execute an Engineering Services Contract with Harutunian Engineering, Inc., of Austin, Texas, for the Pierce-Burch Water Treatment Plant Headworks PLC Upgrade and Filter Operation Programing in an amount not to exceed \$107,250.52.

PRIOR BOARD OR COUNCIL ACTION

None

ANALYSIS

The project scope includes the development of plans and specifications for improvements to the headworks area Programmable Logic Controller (PLC) at the Pierce-Burch Water Treatment Plant. It also includes programming modification to the filter operation PLC programs. The existing headworks PLC has been in operation for more than 16 years, and has reached the end of its useful life. Hardware components are no longer being manufactured and replacement parts are difficult to find. As part of this project, the existing equipment will be modified with City standard Modicon PLCs. This project will involve a rewrite of the filter operation program in a simpler format which will allow ease of use and maintenance. These improvements are necessary to provide reliable, operable, efficient and safe facilities that meet the needed production capacities.

The Arlington Water Utilities department negotiated an Engineering Services Contract with Harutunian Engineering, Inc., to provide engineering services for a base fee of \$99,132.78 plus an amount not to exceed \$8,117.74 for special services.

FINANCIAL IMPACT

Funding is available in:

Water Bond Fund	658502-18157205-61043	\$107,250.52
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FY 2017	FY 2018	FY 2018
\$107,250.52	\$0	\$0

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

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

Brad Franklin, P.E.
Assistant Director of Water Utilities
817-459-6632
Brad.Franklin@arlingtontx.gov

THE STATE OF TEXAS §

ENGINEERING SERVICES CONTRACT

COUNTY OF TARRANT §

THIS CONTRACT is made and entered into this _____ day of _____, 2016 _____, by and between the City of Arlington, Tarrant County, Texas, a municipal corporation, hereinafter called "City," and Harutunian Engineering, Inc., hereinafter called "Engineer," whose address is 305 East Huntland Drive, Suite 500; Austin, Texas 78752.

WITNESSETH:

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

**Pierce-Burch Water Treatment Plant Headworks PLC Upgrade and Filter Operation
Programing**

City of Arlington Project No.WUTR16015

I.

Employment of Engineer

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

The work is separated into the following Basic Services tasks:

- "Task-110-FDP" Development of Local Area PLC System Change Out Design Documents
- "Task-120-FDP" Design Phase Project Meetings & Workshops
- "Task-210-BP" Bid Phase Services
- "Task-310-CPS" Attending Construction Progress Meetings and Performing Occasional Site Visits
- "Task-320-CPS" Review and Reply to Contractor Submitted Request For Information (RFIs) and Clarification Type Questions
- "Task-325-CPS" Construction Documentation Review
- "Task-330-CPS" Developing Project Punch List
- "Task-340-CPS" Development of Record Drawings
- "Task-350-CPS" Headworks PLC Programming, Testing, Startup Assistance

- "Task-410-FA" Filter Area PLCs Program Evaluation and Assessment
- "Task-420-FA" Filter Area PLCs Programming Improvements

In addition the scope of work will include the following Special Services (to be executed only upon separate, written authorization from the City):

- "Task-370-CPS" Headworks PLC Programming Documentation

II.

Compensation to Engineer

- A. **BASE COMPENSATION:** City agrees to pay Engineer for Task 110-FDP through Task 420-FA, Basic Services, as outlined in Section I and Section III, a total design compensation in an amount not to exceed \$99,132.78. Payments shall be made on lump sum fee basis per the maximum-not-to-exceed amounts indicated in Attachment "C" as part of this Contract. Attachment "C" is hereby incorporated as if written word for word.
- B. **OTHER COMPENSATION:** Compensation associated with Special Services Tasks outlined in Section I and Section III shall be separately authorized as needed by the City, a total compensation in an amount not to exceed \$8,117.74. Payments shall be made on lump sum basis per the maximum-not-to-exceed amounts indicated in Attachment "C" as part of this Contract. Attachment "C" is hereby incorporated as if written word for word. This compensation also includes printing and reproduction expenses that are directly related to the Project. These costs are in addition to the base compensation for Engineering Services outlined in Section II.A. above. Project inspection services are not part of this Contract unless specifically addressed elsewhere in this Contract.
- C. Payment for services rendered by Engineer shall be made as follows:
1. For design, plans and specifications, Engineer will be paid on a monthly basis. Final payment will be due and payable upon delivery to City of final design construction plans and specifications for the Project and approval by City.
 2. For Special Services Tasks, payment will be made on a monthly basis in accordance with the value of the work as hereinbefore provided.
 3. City shall be invoiced in a form satisfactory to the City.

III.

Services

A. **General Requirements**

1. Each time Engineer submits plans and specifications to City, four (4) copies (two {2} full size {22"x34"}, two {2} half scaled {11x17}) and .pdf files on a CD shall be submitted. These shall be reviewed and checked by City and returned to Engineer for corrections. When the corrected copies of the plans and

specifications are returned to City, the original and reviewed hard copies of the plans and specifications shall also be returned to City. All plans, specifications, documents, provisions, attachments, and correspondence provided in accordance with this Contract shall be dated. The City will supply plans for Project to all utility companies, including, but not limited to franchised utilities, pipeline companies, railroad companies, TxDOT, or any other entity which has facilities within or adjacent to the Project.(Rev. 12/2014)

2. Each set of plans shall be stamped "Review," and each sheet of the plans shall be dated with registration number noted by Engineer until approval of the final design construction plans by City, whereupon the word "Review" shall be omitted and the plans shall be signed and stamped "Final" on the cover sheet, unless otherwise provided by the applicable laws governing the practice of engineering including, without limitation, the Engineering Practices Act.
3. Upon completion of the final design construction plans, special provisions and specifications, and contract documents, Engineer shall submit a letter of notification to City stating completion of design of Project.
4. Review by City does not relieve Engineer of responsibility to prepare construction plans and specifications in accordance with prevailing engineering standards.
5. Engineer shall coordinate and design the water treatment system incorporating the following items into the conceptual, preliminary and final design plans and specifications.
 - a. Prepare opinions of costs.

B. Final Design Construction Plans - Engineer shall submit final design construction plans for review and approval by the City on 22"x 34" sheets (each sheet shall be sealed, dated, and signed by a Registered Professional Engineer in the State of Texas). Final design construction plans shall include the following:

1. Standard City title page with location map and revision block in the lower right corner showing date of revision, description of revision and initials of the reviser.
2. Detail and standard sheets.
3. Final opinion of probable cost, special provisions and specifications and contract document booklet.
4. All plans, documents, provisions, specifications, attachments and correspondence that leave Engineer's office shall be dated.

5. Provide the final design construction plans on a CD with the formats as listed below. (Rev. 10/2014)
 - The AutoCAD 2012 files
 - The Black and White Drawings (bi-tonal/single bit)
 - 300 DPI Tiff
 - CCITT Group 4 compression
 - Color or Grey Scale
 - 300 DPI Tiff
 - LZW compression

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

1. Assist City in the advertisement of Project for bids.
2. Assist City in the opening and tabulation of bids.
3. Engineer will review and approve (or take appropriate action with respect to) shop drawings, samples and other data which contractor(s) are required to submit.
4. In performing the services outlined above, Engineer will protect City to the extent reasonably possible against defects and deficiencies in the work of contractors. Engineer will report any observed deficiencies to City and Engineer will take any other appropriate actions; however, it is understood that Engineer does not guarantee the contractor's performance, nor is Engineer responsible for supervision of the contractor's operation and employees except to the extent defects, omissions or negligence is reasonably discoverable by Engineer. Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the contractor, or the safety precautions and programs incident to the work of the contractor, unless a defective procedure, method, etc., is observed by the Engineer. In such case, the Engineer will report any observed deficiencies to City and the Engineer will take any other appropriate actions.

IV. Time for Completion

Engineer agrees to complete and submit all work required by City as indicated in Attachment "B"- Schedule and as follows:

- A. 90% design plans in 180 calendar days from date of written notice to proceed.

- B. Final design construction plans and specifications in 205 calendar days from date of written notice to proceed. Subsequent submittals of final plans shall be returned to City within six (6) weeks of the date of the previous review letter.

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

V.

Revisions of Plans and Specifications

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

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

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

VI.

Engineer's Coordination with Owner

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

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

VII.
Contract Termination Provision

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

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

VIII.
Ownership of Documents

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

IX.
Insurance

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

liability. The insurance requirements shall remain in effect throughout the term of this Contract. The policy limits stated below are at a minimum.

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

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

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

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

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

3. For purposes of this Section IX Insurance, the term “Owner” or “City” shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of City and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of City.
 4. The policy phrase “other insurance” shall not apply to City where city is an additional insured on the policy; and
 5. All provisions of the contract concerning liability, duty and standards of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- C. Concerning insurance to be furnished by Engineer, it is a condition precedent to acceptability thereof that:
1. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and
 2. Insurance is to be placed with carriers with an A.M. Best rating of A: VII, or as otherwise acceptable to the City.
- D. Engineer agrees to the following:
1. Except for professional liability, Engineer hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against City, it being the intention that the insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies.
 2. Companies issuing the insurance policies and Engineer shall have no recourse against City for payment of any premiums or assessments for any deductible, as all such premiums and deductibles are the sole responsibility and risk of Engineer.
 3. Approval, disapproval or failure to act by City regarding any insurance supplied by Engineer (or any subcontractors) shall not relieve Engineer of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate Engineer from liability.
 4. Engineer shall provide one (1) copy of a Certificates of Insurance completed on an Acord form or other State-approved form, and endorsements effecting

coverage required by this section to the City by forwarding to:

City of Arlington
Water Utilities Department - Mail Stop 01-0200
Attn: **Mohammad Bayan, P.E.**
PO Box 90231
Arlington, Texas 76004-3231

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

X.
Monies Withheld

When City has reasonable grounds for believing that:

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

XI.
No Damages for Delays

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

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

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

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

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

XIII. **Right to Inspect Records**

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

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

XIV. **No Third Party Beneficiary**

For purposes of this Contract, including its intended operation and effect, the parties (City and Engineer) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with City or Engineer or both; and (2) the

terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Engineer.

XV.

Successors and Assigns

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

XVI.

Engineer's Liability

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

XVII.

Indemnification

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

ENGINEER warrants that no music, literary or artistic work or other property protected by copyright will be reproduced or used, nor will the name of any entity protected by trademark be reproduced or used by ENGINEER unless ENGINEER has obtained written permission from the copyright or trademark holder as required by law,

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

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

XVIII. **Severability**

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

XIX. **Independent Contractor**

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

XX. **Disclosure**

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

XXI.

Venue

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

XXII.

Entire Agreement

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

XXIII.

Applicable Law

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

XXIV.

Default

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

XXV.

Headings

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

XXVI.
Non-Waiver

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

XXVII.
Remedies

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

XXVIII.
Equal Employment Opportunity

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

XXIX.
Construction of Contract

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

XXX.
Notices

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

If intended for City, to: _____

Mohammad Bayan, P.E. _____
Senior Engineer for Water Treatment _____
City of Arlington _____

P.O. Box 90231, MS 01-0200
Arlington, Texas 76004-3231

If intended for Engineer, to:

Takoohy A. Harutunian
Harutunian Engineering, Inc.
P.O. Box 14488
Austin, Texas 78761

XXXI.
Covenant

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

XXXII.
USDOT Standard Title VI Assurances

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

Appendix A of the USDOT Standard Title VI Assurances

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

ENGINEER:

BY: _____

Takoohy A. Harutunian

Printed or Typed Name

President

Printed or Typed Title

74-2528009

Tax Identification No.

ATTEST:

CITY OF ARLINGTON, TEXAS:

Mary W. Supino, City Secretary

BY: _____

Walter J. Pishkur

Printed or Typed Name

Director of Water Utilities

Printed or Typed Title

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY: _____

THE STATE OF TEXAS §

Engineer Acknowledgment

COUNTY OF TARRANT §

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

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

(SEAL)

Notary Public in and for the State of Texas

Notary's Printed Name

My Commission Expires: _____

THE STATE OF TEXAS §

Municipal Acknowledgment

COUNTY OF TARRANT §

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

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

(SEAL)

Notary Public in and for the State of Texas

Notary's Printed Name

My Commission Expires: _____

**PRIME AND SUBS &
MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE) REPORT**
Please complete this form, include copy of certification(s) and return with executed contracts

Project Name: _____

Project No: _____ Date: _____

LEGEND

* Answer with "YES" or "NO"

AI - Native American (AI)

NW - Native American, Women-Owned (NW)

AS - Asian (AS)

AW - Asian, Women-Owned (AW)

BL - Black (BL)

BW - Black, Women-Owned (BW)

HI - Hispanic (HI)

HW - Hispanic, Women-Owned (HW)

WO - Women-Owned (WO)

Other _____

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

LIST ALL SUBS:

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



Harutunian Engineering, Inc.

Revision #9
9-27-2016

**Pierce-Burch PLC Improvements
Engineering Services
Attachment "A"**

HARUTUNIAN ENGINEERING INCORPORATED

SCOPE OF SERVICES

ENGINEERING SERVICES

for

Pierce-Burch Water Treatment Plant PLC Improvements

**CITY OF ARLINGTON
WATER UTILITY**

CITY OF ARLINGTON, TEXAS



Harutunian Engineering, Inc.

Revision #9
9-27-2016

**Pierce-Burch PLC Improvements
Engineering Services
Attachment "A"**

Harutunian Engineering, Inc. (HEI) is pleased to submit this proposal for engineering services associated with the Pierce-Burch Water Treatment Plant. This proposal is organized into multiple parts, starting with the parts covering the Headworks Area Design Phase, Bid Phase, and Construction Phase Services, followed by the Filter Area PLCs Halt Issues.

The following tasks will further clarify the scope of services for each part.



PART 1: HEADWORKS AREA DESIGN PHASE SERVICES

"Task-110-FDP"

Development of Local Area PLC System Change Out Design Documents

This task includes the major effort necessary to develop local area system design documents for the Headworks Area Programmable Logic Controller (PLC) in the Pierce-Burch Water Treatment Plant.

This task includes the effort for the development of design drawings for the conversion of the existing Allen Bradley SLC 500 PLC serving the Headworks area to a new Schneider Electric M340 PLC with Ethernet connectivity to the existing local area Ethernet Switch. This task includes the effort for the development of design drawings for demolition of the existing PLC and installation of a new PLC system maintaining the same existing connected I/O points to the new PLC system.

Six (6) I/O points from the existing Ozone area PLC system are to be relocated to the proposed Headworks area PLC system.

The category of the drawings produced and delivered under this task will be categorized as follows:

- Local Area equipment location plan drawing.
- PLC network architecture diagram drawings.
- PLC interface schedules – discrete output, discrete input, analog output, and analog input interface point identifier schedules, as applicable.



- Other tasks related to this work effort include:
 - Development of a construction cost opinion associated with this task.
 - Review and Coordination effort with the City of Arlington Water Utility and with HEI team members

This task includes the effort necessary for the development and submittal of the progress and final bid set submittals to the City. It is assumed that the following submittals will be provided, based on the quantities as identified in the assumptions:

- 95% Drawing Progress Submittal on 11"x17" bond paper, bound set and technical specifications on 8.5"x11" bond paper, bound set.
- Bid Set Drawing Submittal on 22"x34" electronically on PDF, and technical specifications and front end specifications on 8.5"x11" electronically on PDF.
- Conformed Set Documents. These will be provided as four (4) sets of hard copies of full size drawings and specifications as well as electronically on PDF. It is assumed that the conformed set will be provided after notice to proceed to the contractor.



"Task-120-FDP"

**Design Phase Project Meetings
& Workshops**

This task includes the effort necessary for progress and status meetings identified as follows:

- Design Phase Kickoff Coordination Meeting
- A Submittal Review Meeting at 95%



PART 2: HEADWORKS AREA BID PHASE SERVICES

"Task-200-BP"

Bid Phase Services

This task includes the effort necessary to:

- Answer a limited number of questions to bidders.
- Attend one (1) pre-bid conference
- Generate Addenda to the Contract Documents.

A minimal amount of effort is anticipated.



PART 3: HEADWORKS AREA CONSTRUCTION PHASE SERVICES

"Task-310-CPS"

**Attending Construction
Progress Meetings and
Performing Occasional Site
Visits**

Work Included

- During the Construction Phase Services, conduct construction Project-Specific meetings. Subsequent to a construction meeting, engineer(s) shall occasionally observe construction progress for general conformance with the drawings and specification and shall notify the City of any discrepancies.
- Attendance of one (1) pre-construction kickoff meeting.
- Attendance of one (1) project close-out meeting.
- HEI will prepare a meeting Agenda for all meetings listed above. Additionally, HEI shall publish and distribute minutes of construction meetings.



"Task-320-CPS"

**Review and Reply to Contractor
Submitted Request For Information
(RFIs) and Clarification Type
Questions**

The interpretations and clarifications referred in this section are Contractor/Owner submitted Requests for Information (RFI), and clarification and/or general type questions submitted by the Owner's representative(s), design team, and/or the Contractor for the Electrical and I&C Systems to address the direct implementation of the design as shown by the bid document (contract requirements). It is assumed that a combined quantity of two (2) Owner/Contractor RFIs are anticipated.

This Task does not include effort associated with addressing unanticipated field discoveries, unplanned interruptions/events and/or construction mishaps that may warrant additional attention.

HEI shall:

- Review and respond to RFIs and clarification type questions.
- Receive and coordinate distribution of Contractor submitted RFIs and clarification type questions for the entire project and the City representative(s)
- Consolidate RFIs and clarification type questions responses received from the City into a single unified response. A good faith administrative based effort shall be made to identify conflicting responses.
- Transmit and coordinate the single unified response to RFIs and clarification type questions to the Contractor.



"Task-325-CPS"

**Construction Documentation
Review**

This task includes the effort to review submittals related to the Electrical and I&C systems designed by HEI. The type of documents include Shop Drawings, Product Data and Description, Wiring and Connection Diagrams, Tagging and Tagging Procedures, Test Reports, and Operation and Maintenance Manuals.

HEI shall:

- Review Contractor submittals and document comments for compliance with the requirements of the contract documents and notify City of irregularities, where applicable. However, the System Supplier and the Contractor shall be responsible for all work performed on the project. It is assumed that each submittal will be provided to HEI electronically in Adobe PDF format. HEI will print selected pages of the submittals where needed to facilitate an efficient review. HEI shall review and transmit review comments to City for final disposition.
- This Task is based upon the review of shop drawings, test reports, and accompanying O&M submittals. Effort is included for review of original shop drawing and O&M submittals and an average of 1.5 submittals. If Contractor submittals exceed, on the average, greater than the quantity submittals described, then HEI shall notify City for disposition.
- Review and comment on the documentation provided. Documentation review shall be performed such that field testing can be performed using the final draft of the documentation (complete except for final field modifications). System acceptance shall not be recommended until satisfactory documentation is provided by suppliers and/or contractors.
- Review and comment on Factory and On-Site test procedures.
- Review and comment on contractor submitted Operations and Maintenance manuals (O&M). This applies to Hard copies and Electronic O&M's.
- Review and comment on contractor submitted startup schedule and procedures.

HEI shall also perform the following:

- Receive submittals from the Contractor.
- Receive submittal response comments from the City.



- Combine response comments received from the City into a single unified set of submittal response comments.

Remarks:

- Contractor is also expected to submit documentation such as shop drawings, test reports, O&M's, etc. in Hard-Copy format in addition to .pdf format. Hence, it is assumed that HEI is not expected to produce Hard-Copy version of the same.



"Task-330-CPS"

Developing Project Punch List

HEI shall:

- Develop a final punch list.
- Perform one (1) follow up work associated with the final punch list and update the list accordingly. Specifically, after notification by Contractor that the work has been completed, HEI will perform a final inspection.

HEI shall also perform the following:

- Receive final punch lists from the City, providing a good faith administrative based effort to identify conflicting punch list items and coordinating their resolution with the appropriate entities, and the preparation of the consolidated overall project punch lists.



"Task-340-CPS"

Development of Record Drawings

It is assumed that HEI will be provided with red-marked recorded construction drawings from the Contractor.

HEI shall provide the City with record drawings. HEI shall perform the following:

- Receive the clearly recorded project information provided by the Contractor. Conduct cursory review of the red-marked package relative to organization and format consistency.
- Prepare Electrical and I&C record drawings from the clearly-marked and clearly-recorded information provided by the Contractor.
- Combine record drawings received into a single record drawing set and coordinate the development and reproduction of the drawing set as needed to meet the number of copies and formats described by the "Deliverables" subsection of this Task.

Deliverables:

The deliverables associated with this Task are as follows:

- Two (2) sets of half size (11"x17") hardcopy record drawings on twenty pound Bond media.
- One (1) set of full size (22"x34") hardcopy record drawings on twenty pound Bond media.
- One (1) electronic copy of the record drawings on CD-ROM. Electronic drawing file format shall be full size (22" x 34") Adobe Portable Document Format (PDF) as well as Autocad drawing format.

"Task-350-CPS"**Headworks PLC Programming,
Testing, Startup Assistance**

This task includes the effort necessary to program the proposed M340 PLC serving the Headworks area. It is assumed that the proposed PLC will be programmed in Schneider Electric Unity programming package, maintaining the same existing functionality as that of the existing SLC 500 PLC, with the exception of the added I/O points as identified in the design.

This task includes the following:

- In-office testing associated with software development work
- Install developed PLC program at the plant.
- Modify the existing iFix I/O driver in the Pierce-Burch SCADA servers to accommodate communication with the proposed Headworks area PLC
- Modify the existing iFix tag database in the Pierce-Burch SCADA servers to communicate with the proposed Headworks area PLC for SCADA control, monitoring, and alarming. It is assumed that the graphics screens will remain unchanged.
- Coordinate with the City and the Contractor to perform testing of the installed proposed PLC system
 - Perform simulated tests of the equipment and interconnecting hardwired monitoring, control, and alarming systems. The objective of these tests is to ensure that all equipment will operate, shut down, and alarm as required for this project.
 - Direct the Contractor in testing the hardwired/software system designed by HEI.
 - Incorporate outstanding discrepancies observed following the start-up activity of the permanent systems into the punch list documentation generated as described under Task 330-CPS.



"Task-370-CPS"

**Headworks PLC Programming
Documentation**

The City has stated that the existing SLC 500 program does not have any comments. An attempt will be made to reverse engineer the SLC 500 PLC program to determine its functionality and produce the corresponding comments and descriptions. These comments will be added to the proposed programming.



PART 4: FILTER AREA PLCs HALT ISSUES

"Task-410-FA"

**Filter Area PLCs Program
Evaluation and Assessment**

The City has indicated that there have been issues with the PLC system programming for the Filter Area of the Pierce-Burch Water Treatment Plant. Specifically, the City has observed that, on occasion, the automated filter backwash sequence would unexpectedly halt and no additional filters may be backwashed in the system. Furthermore, the operations staff do not have any means by which to reset this halted backwash sequence condition. It has been observed that even rebooting (power cycling) the PLCs does not fix this problem. Therefore, on each such occasion, the City's staff is required to contact a systems support group to modify/set certain parameters within the PLC system software to allow continued backwash of the system.

The City has stated that they would like to simplify the programming of the 21 PLCs in the filter area while maintaining the existing programming functionality.

However, even if the PLC program is simplified as requested, it is possible that the core cause of these backwash halt events is not addressed.

Therefore, prior to simplifying the PLC program, it would be beneficial to assess and identify the problem that is causing these backwash halt events and how the software re-programming that has already been done by a third party programmer has allowed the system to proceed with backwash.

An integral part of the implementation methodology of this task is to meet with City staff and collect data and observe filter system program behavior to assure that there is a clear understanding of the backwash sequence fault conditions. If there are any programming corrections required resulting from this task, they will be incorporated into the PLC programming improvements Task-420-FA.



"Task-420-FA"

Filter Area PLCs Programming Improvements

The filter area consists of a total of 21 PLC units, where each PLC unit has its own dedicated CPU and Ethernet communications processor. One of these PLC units is a Master PLC, which is predominately dedicated to the Air Scour blower system functionality and performing general Filter System tasks, such as backwash queuing.

This task includes the effort to develop programming methods of resolving the existing issues leading to the halt condition of the PLCs of the filter system during the backwash cycle, as identified in Task-410-FA.

This task includes the effort to simplify the control logic of the PLC program for each of the 21 PLCs in the filter area while maintaining the existing control logic functionality. It is assumed that the 20 local filter PLCs are identical in control logic functionality, with differences only in IP addresses and tag names.

This task includes the effort for performing field visits to download the proposed PLC program, as well as coordination with plant staff for the transition of the filter control system from the existing PLC programs to the modified PLC programs.

The task shall also take into consideration the relocation of some of the programming from the individual local filter PLCs to the Master PLC, as well as relocation of some programming from the Master PLC to the individual local filter PLCs.

NOTE: The objective of this task is to resolve the issues identified in "Task-410-FA". Hence, prior to knowing the outcome of task "Task-410-FA", the effort of task "Task-420-FA" is quantified based on the anticipated nominal filter backwash control algorithms involving the quantity of process mechanical equipment seen at the Pierce-Burch Water Treatment Plant. As the exact nature of the PLC halt issue is unknown at this time, should the resolution require effort beyond that anticipated here, HEI will notify the City of the same.



Scope Assumptions

The following are the underlying assumptions regarding the development of the scope for this Project.

- 1) Submittals of drawings and specifications:
 - a. This scope includes the effort to prepare and submit 60%, and 95% drawing review submittals and final sealed bid set drawings to the Owner. Note: the effort to develop the drawing and incorporate Owner comments is included in the respective task in which the drawing is developed.
 - b. This scope includes the effort to prepare and submit 60% and 95% specification review submittals to the Owner on 8.5"x11" bond paper and final sealed bid set specifications on 8.5"x11" bond paper. The 95% review and final bid set specifications shall include the front end specifications. HEI will assist the City in incorporating the applicable sections of the City of Arlington official front end specifications into the project manual as part of the 95% specifications submittal package. HEI will then incorporate the specification comments resulting from the 95% submittal in preparation of the Bid Set. Note: the effort to develop the technical specifications and incorporate Owner comments is included in the respective task in which the specifications are developed.
 - c. The review set drawings shall each be submitted as four (4) copies on 11"x17" bond paper (half size). The final bid set drawings shall be submitted as two (2) copies on 22"x34" bond paper (full size). For each specification review submittal, four (4) copies of the specifications are assumed. For the final bid set specifications, two (2) copies of the specifications are assumed. It is assumed that the City shall plot and reproduce the hard copy bid set drawings and specifications, as required. The review sets and bid set shall also be provided in PDF format.
 - d. An engineering construction cost estimate shall be provided to the Owner at the 60% review and 95% review.
- 2) It is assumed that the City shall provide all necessary existing documentation, including operation and maintenance manuals, record drawings, PLC programs, etc. for the existing system, where available.
- 3) HEI will use information from available Owner documentation, such as record drawings. However, it is assumed that drawings as needed and applicable will be developed for this project based on this record drawing information.
- 4) It is assumed that LEED is not applicable to this project



- 5) This scope does not include building permitting for this project. It is assumed that the project shall be constructed under a general site permit which is to be handled by the City.
- 6) It is assumed that the City shall provide record drawings reflecting field conditions of the existing system for use in the preparation of the design documents.
- 7) It is assumed that the City shall develop the Front End specifications required for this project.

Attachment "B"

ID	Task Name	Start	Finish	Qtr 4, 2016			Qtr 1, 2017			Qtr 2, 2017			Qtr 3, 2017			Qtr 4, 2017			Qtr 1, 2018			Qtr 2, 2018					
				Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun			
1	Notice To Proceed	Tue 11/1/16	Tue 11/1/16	◆ 11/1																							
2	PART 1: Headworks Area Design Phase Services	Tue 11/1/16	Wed 5/24/17	▶																							
3	"Task-110-FDP" Development of Local Area PLC System Change Out Design Documents	Tue 11/1/16	Wed 5/24/17	▨																							
4	"Task-120-FDP" Design Phase Project Meetings & Workshops	Tue 11/1/16	Wed 5/24/17	▨																							
5	PART 2: Headworks Area Bid Phase Services	Mon 5/29/17	Fri 9/15/17	▶																							
6	"Task-210-BP" Bid Phase Services	Mon 5/29/17	Fri 9/15/17	▨																							
7	PART 3: Headworks Area Construction Phase Services	Mon 10/2/17	Thu 5/10/18	▶																							
8	"Task-310-CPS" Attending Construction Progress Meetings and Performing Occasional Site Visits	Mon 10/2/17	Fri 4/27/18	▨																							
9	"Task-320-CPS" Review and Reply to Contractor Submitted Request For Information (RFIs) and Clarification Type Questions	Mon 10/2/17	Fri 4/27/18	▨																							
10	"Task-325-CPS" Construction Documentation Review	Mon 10/2/17	Fri 4/27/18	▨																							
11	"Task-330-CPS" Developing Project Punch List	Tue 4/10/18	Mon 4/23/18	▨																							
12	"Task-340-CPS" Development of Record Drawings	Fri 4/20/18	Thu 5/10/18	▨																							
13	"Task-350-CPS" Headworks PLC Programming, Testing, Startup Assistance	Mon 10/2/17	Fri 4/27/18	▨																							
14	PART 4: Filter Area PLCs Halt Issues	Tue 11/1/16	Wed 7/26/17	▶																							
15	"Task-410-FA" Filter Area PLCs Program Evaluation and Asses:	Tue 11/1/16	Fri 3/24/17	▨																							
16	"Task-420-FA" Filter Area PLCs Programming Improvements	Mon 3/27/17	Wed 7/26/17	▨																							

Task  Milestone  Project Summary  External Milestone  Progress 
 Split  Summary  External Tasks  Inactive Task  Deadline 

Attachment "C"



Pierce-Burch Water Treatment Plant
PLC Improvements



Engineering Services

CITY OF ARLINGTON
WATER UTILITY

DESCRIPTION	WORK AREA COST
<u>PART 1: Headworks Area Design Phase Services</u>	
"Task-110-FDP" Development of Local Area PLC System Change Out Design Documents	\$20,490.19
"Task-120-FDP" Design Phase Project Meetings & Workshops	\$2,820.39
<u>PART 2: Headworks Area Bid Phase Services</u>	
"Task-210-BP" Bid Phase Services	\$2,176.54
<u>PART 3: Headworks Area Construction Phase Services</u>	
"Task-310-CPS" Attending Construction Progress Meetings and Performing Occasional Site Visits	\$3,080.58
"Task-320-CPS" Review and Reply to Contractor Submitted Request For Information (RFIs) and Clarification Type Questions	\$1,591.03
"Task-325-CPS" Construction Documentation Review	\$3,898.69
"Task-330-CPS" Developing Project Punch List	\$1,722.74
"Task-340-CPS" Development of Record Drawings	\$2,781.79
"Task-350-CPS" Headworks PLC Programming, Testing, Startup Assistance	\$23,093.93
<u>PART 4: Filter Area PLCs Halt Issues</u>	
"Task-410-FA" Filter Area PLCs Program Evaluation and Assessment	\$14,804.47
"Task-420-FA" Filter Area PLCs Programming Improvements	\$22,552.42
SUBTOTAL	\$99,012.78
Expenses	\$120.00
Sub-total Expenses	\$120.00
<i>TOTAL Labor & Expenses</i>	<i>\$99,132.78</i>
"Task-370-CPS" Headworks PLC Programming Documentation (This task will be included per approval by the City).	\$8,117.74

special services



Staff Report

Engineering Services Contract for John F. Kubala Water Treatment Plant - 2016 Structural Engineering Evaluations and Design; Project No. WUTR16016

City Council Meeting Date: 10/25/16	Action Being Considered: Minute Order
-------------------------------------	---------------------------------------

RECOMMENDATION

Authorize the City Manager or his designee to execute an Engineering Services Contract with JO Infrastructure, LLC, of Dallas, Texas, for the design of the John F. Kubala Water Treatment Plant - 2016 Structural Engineering Evaluations and Design in an amount not to exceed \$105,260.

PRIOR BOARD OR COUNCIL ACTION

None

ANALYSIS

The project scope includes tasks related to structural inspection, evaluation and engineering design for various structural facilities within the John F. Kubala Water Treatment Plant. The scope will include man entry inspection, visual observation, evaluation of alternative solutions, and development of plans and specifications for improvements to structures. These improvements are necessary to address safety concerns, provide rehabilitation to deteriorated structures and enhance operation of treatment processes.

The Arlington Water Utilities department negotiated an Engineering Services Contract with JO Infrastructure, LLC, to provide structural engineering services for a base fee of \$83,620 plus an amount not to exceed \$21,640 for special services.

FINANCIAL IMPACT

Funding is available in:

Water Bond Fund	658502-18159205-61043	\$105,260
-----------------	-----------------------	-----------

<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>
\$105,260	\$0	\$0

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

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Buzz.Pishkur@arlingtontx.gov

Brad Franklin, P.E.
Assistant Director of Water Utilities
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THE STATE OF TEXAS §

ENGINEERING SERVICES CONTRACT

COUNTY OF TARRANT §

THIS CONTRACT is made and entered into this _____ day of _____, 2016, by and between the City of Arlington, Tarrant County, Texas, a municipal corporation, hereinafter called "City," and JQ Infrastructure, LLC hereinafter called "Engineer," whose address is 100 Glass St, Suite 201, Dallas TX 75207.

WITNESSETH:

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

**John F. Kubala Water Treatment Plant 2016 Structural Engineering Evaluations and Design -- Various Tasks
City of Arlington Project No. WUTR016**

I.

Employment of Engineer

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

The work is separated into the following Basic Services tasks:

Structural Engineering evaluation and design services for the following tasks at the City of Arlington, John F. Kubala Water Treatment Plant. Refer to Attachment A for detailed scope for these tasks included under this contract:

PHASE I – PRELIMINARY DESIGN AND EVALUATION

Task 1A: Clearwell Condition Assessment

- Perform condition assessment of the existing primary structure for two (2) existing clearwells. Each clearwell has a footprint of approximately 400-ft x 88-ft x 25-ft deep. Conduct up to four (4) site visits to the clearwells to conduct the condition assessments.

Task 1B: Flocculation-Sedimentation Expansion Joint Repairs

- JQ will provide a general review of the joints at the existing floc-sed basins and coordinate with the City to identify the extent of joint repairs to be included in the final design. A schematic plan view of the basins will be prepared to identify the extent of repairs.

Task 1C: Recycle Basins

- Evaluate and develop up to two (2) alternatives to address the solids accumulation near the pumps at the exiting recycle basins.

Task 1D – Filter Gallery Wall to Roof Slab Leak

- Evaluation of cause of water infiltration and concrete spalling at the filter gallery.

Task 1E – Ozone Bypass Channel

- JQ will evaluate alternatives to abandon the existing ozone bypass channel located beneath the floc-sed basins extending between Basins 1 and 2 near the south end of the common effluent channel.

Task 1F – Sedimentation Basin Sludge Collector Parking Stand and Access Platform

- JQ will evaluate alternatives for installing permanent grated access platforms and parking stands on the existing sludge collectors at Sedimentation Basins 1 and 2.

PHASE II – FINAL DESIGN PHASE

Final Design phase will be provided for the following tasks only:

Task 1B: Flocculation-Sedimentation Expansion Joint Repairs

Develop construction documents for repair of failed joint seals identified under Phase I evaluations.

Task 1C: Recycle Basins

Develop construction documents for recommended barrier wall option identified during Phase I evaluations.

PHASE III – BID PHASE

It is understood that the City will attempt to solicit bids from three contractors for performance of the work related to the following tasks:

Task 1B: Floc-Sed Basin Joint Repairs

Task 1C: Recycle Basin Barrier Wall

JQ will provide the following services to assist during the bidding of these two projects:

- Answer bidder inquiry and issue addenda as required.
- Review the bids and make recommendation for award to the City.
- Issue conformed drawings to the successful bidding contractor.

PHASE IV - CONSTRUCTION PHASE

Construction phase services to provide general observations of the work to be in general compliance with the contract documents will be provided for the following tasks only:

Task 1B: Floc-Sed Basin Joint Repairs

Task 1C: Recycle Basin Barrier Wall

Construction phase services will include:

- Attend periodic construction progress meetings or site visits. Construction schedule is anticipated to be 6 months depending on construction sequencing and basin access limitations. A total of six (6) progress meetings are assumed. JQ will prepare meeting agendas and review of pay applications on a monthly basis.
- Review required construction submittals including shop drawings.
- Review RFI as required to complete the work.
- Attend substantial completion walkthrough for each basin completed. A total of three (3) substantial completion visits are required to accommodate sequencing of the work.
- Issues final as-built documents upon completion of the constructed improvements.

In addition, the scope of work will include the following Special Services (to be executed only upon separate, written authorization from the City):

Special Service SS-1: Clearwell Concrete Testing

JQ will employ services of a qualified testing lab for performing concrete testing services if determined as necessary during the conditions assessment.

Special Service SS-2: Geotechnical Testing

JQ will employ services of a qualified geotechnical engineer for performing these services if condition assessments at the clearwell or HSPS indicate high groundwater or other geotechnical related issues are contributing to the mal-performance of the facility.

Refer to the Attachment A for additional information on scope items included under this contract.

II.

Compensation to Engineer

- A. **BASE COMPENSATION:** City agrees to pay Engineer for Phase I and Phase II Basic Services, as outlined in Section I, total design compensation in an amount not to exceed **\$83,620.00**. Payments shall be made on an hourly fee basis per the rates indicated in Attachment “C” as part of this Contract. Attachment “C” is hereby incorporated as if written word for word.
- B. **OTHER COMPENSATION:** Compensation associated with Special Services Tasks outlined in Section I and Section III shall be separately authorized as needed by the City,

a total compensation in an amount not to exceed **\$21,640.00**. Payments shall be made on an hourly fee basis per the rates indicated in Attachment “C” as part of this Contract. Attachment “C” is hereby incorporated as if written word for word. This compensation also includes printing and reproduction expenses that are directly related to the Project. These costs are in addition to the base compensation for Engineering Services outlined in Section II.A. above. Project inspection services are not part of this Contract unless specifically addressed elsewhere in this Contract.

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

1. For design, plans and specifications, Engineer will be paid on a monthly basis. Final payment will be due and payable upon delivery to City of final design construction plans and specifications for the Project and approval by City.
2. For Special Services Tasks, payment will be made on a monthly basis in accordance with the value of the work as hereinbefore provided.
3. City shall be invoiced in a form satisfactory to the City.

III. **Services**

A. Field Survey Work – Filed Survey Work is not included under this contract.

B. General Requirements

1. Each time Engineer submits plans and specifications to City, four (4) copies (two {2} full size {22”x34”}, two {2} half scaled {11x17}) and .pdf files on a CD shall be submitted. These shall be reviewed and checked by City and returned to Engineer for corrections. When the corrected copies of the plans and specifications are returned to City, the original and reviewed hard copies of the plans and specifications shall also be returned to City. All plans, specifications, documents, provisions, attachments, and correspondence provided in accordance with this contract shall be dated. The City will supply plans for Project to all utility companies, including, but not limited to franchised utilities, pipeline companies, railroad companies, TxDOT, or any other entity which has facilities within or adjacent to the Project.
2. Each set of plans shall be stamped “Review,” and each sheet of the plans shall be dated with registration number noted by Engineer until approval of the final design construction plans by City, whereupon the word "Review" shall be omitted and the plans shall be signed and stamped “Final” on the cover sheet.
3. Engineer shall determine from existing records and field inspection, the type of existing pavement on Project, including all intersecting streets, driveways, and alleys, accurately showing this information on the plans.

4. Engineer shall establish the scope of and arrange for the soil and foundation investigations using City approved geotechnical firm. City shall approve in advance, and be responsible for costs of any authorized soil investigations
5. Upon completion of the final design construction plans, special provisions and specifications, and contract documents, Engineer shall submit a letter of notification to City stating completion of design of Project.
6. Review by City does not relieve Engineer of responsibility to prepare construction plans and specifications in accordance with prevailing engineering standards.
7. Engineer shall coordinate and design the water treatment system incorporating the following items into the conceptual, preliminary and final design plans and specifications.
 - a. Submit plans, specifications, and engineering report for water treatment system facilities to the TCEQ for review and approval.
 - b. Prepare opinions of costs.

C. Final Design Construction Plans - Engineer shall submit final design construction plans for review and approval by the City on 22" x 34" sheets (each sheet shall be sealed, dated, and signed by a Registered Professional Engineer in the State of Texas). Final design construction plans shall include the following:

1. Standard City title page with location map and revision block in the lower right corner showing date of revision, description of revision and initials of the reviser.
2. Plan and profile sheets of water treatment improvements incorporating existing improvements as outlined in Sections III.A. and III.D. (A breakdown of the pay quantities shall be indicated for each plan and profile sheet. The breakdown may be shown on a summary of quantities sheet or may be indicated on the individual plan profile sheets.)
3. Detail and standard sheets.
4. Proposals, final opinion of probable cost, special provisions and specifications and contract document booklet.
5. All plans, documents, provisions, specifications, attachments and correspondence that leave Engineer's office shall be dated.
6. Provide the final design construction plans on a CD with the formats as listed below. (Rev. 10/2014)

- The AutoCAD 2012 files, including survey
- The Black and White Drawings (bi-tonal/single bit)
 - 300 DPI Tiff
 - CCITT Group 4 compression
- Color or Grey Scale
 - 300 DPI Tiff
 - LZW compression

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

1. Assist City in the advertisement of Project for bids.
2. Assist City in the opening and tabulation of bids.
3. Engineer will review and approve (or take appropriate action with respect to) shop drawings, samples and other data which contractor(s) are required to submit.
4. In performing the services outlined above, Engineer will protect City to the extent reasonably possible against defects and deficiencies in the work of contractors. Engineer will report any observed deficiencies to City and Engineer will take any other appropriate actions; however, it is understood that Engineer does not guarantee the contractor's performance, nor is Engineer responsible for supervision of the contractor's operation and employees except to the extent defects, omissions or negligence is reasonably discoverable by Engineer. Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the contractor, or the safety precautions and programs incident to the work of the contractor, unless a defective procedure, method, etc., is observed by the Engineer. In such case, the Engineer will report any observed deficiencies to City and the Engineer will take any other appropriate actions.

IV. **Time for Completion**

Engineer agrees to complete and submit all work required by City as indicated in Attachment "B"- Schedule and as follows:

- A. Phase I Tasks – Preliminary Design and Evaluations: This task will be completed within 63 calendar days from date of written notice to proceed.

- B. Phase II Tasks – Final Design: This task will begin after final acceptance of Phase I engineer’s submittals by the City and will be completed within 49 calendar days subsequent to final acceptance of Phase I.
- C. Bid Phase and Construction Phase: Schedule for these items will be determined at a later date

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

V.
Revisions of Plans and Specifications

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

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

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

VI.
Engineer’s Coordination with Owner

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

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

VII.

Contract Termination Provision

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

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

VIII.

Ownership of Documents

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

IX.

Insurance

- A. Engineer shall at Engineer's own expense, purchase, maintain and keep in force during the term of this contract such insurance as set forth below. Engineer shall not commence work under this contract until Engineer has obtained all the insurance required under this contract and such insurance has been approved by City, nor shall Engineer allow any subcontractor to commence work on his or her own subcontract until all similar insurance

of the subcontractor has been obtained and approved. All insurance policies provided under this contract shall be written on an "occurrence" basis, except for professional liability. The insurance requirements shall remain in effect throughout the term of this Contract. The policy limits stated below are at a minimum.

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

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

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

City of Arlington
Risk Management - Mail Stop 63-0790

PO Box 90231
Arlington, Texas 76004-3231

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

3. The term "Owner" or "City" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of City and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of City.
 4. The policy phrase "other insurance" shall not apply to City where city is an additional insured on the policy; and
 5. All provisions of the contract concerning liability, duty and standards of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- C. Concerning insurance to be furnished by Engineer, it is a condition precedent to acceptability thereof that:
1. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and
 2. Insurance is to be placed with carriers with an A.M. Best rating of A:VII, or as otherwise acceptable to the City.
- D. Engineer agrees to the following:
1. Except for professional liability, Engineer hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against City, it being the intention that the insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies.
 2. Companies issuing the insurance policies and Engineer shall have no recourse against City for payment of any premiums or assessments for any deductible, as all such premiums and deductibles are the sole responsibility and risk of Engineer.
 3. Approval, disapproval or failure to act by City regarding any insurance supplied by Engineer (or any subcontractors) shall not relieve Engineer of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate Engineer from liability.

4. Engineer shall provide one (1) copy of a Certificates of Insurance completed on an Acord form or other State-approved form, and endorsements effecting coverage required by this section to the City by forwarding to:

City of Arlington
Water Utilities Department - Mail Stop 01-0200
Attn: Mohammad Bayan, P.E.
PO Box 90231
Arlington, Texas 76004-3231

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

X.
Monies Withheld

When City has reasonable grounds for believing that:

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

XI.
No Damages for Delays

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

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

In performing this contract, Engineer agrees to use diligent efforts to purchase all goods

and services from Arlington businesses whenever such goods and services are comparable in availability, quality and price.

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

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

XIII.

Right to Inspect Records

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

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

XIV.

No Third Party Beneficiary

For purposes of this contract, including its intended operation and effect, the parties (City and Engineer) specifically agree and contract that: (1) the contract only affects matters/disputes

between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with City or Engineer or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Engineer.

XV.

Successors and Assigns

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

XVI.

Engineer's Liability

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

XVII.

Indemnification

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

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

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

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

XVIII. **Severability**

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

XIX. **Independent Contractor**

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

XX. **Disclosure**

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

XXI.
Venue

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

XXII.
Entire Agreement

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

XXIII.
Applicable Law

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

XXIV.
Default

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

XXV.
Headings

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

XXVI.
Non-Waiver

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

XXVII.
Remedies

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

XXVIII.
Equal Employment Opportunity

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

XXIX.
Construction of Contract

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

XXX.
Notices

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

If intended for City, to: _____

Mohammad Bayan, P.E. _____

Senior Engineer for Water Treatment _____

City of Arlington _____

P.O. Box 90231, MS 01-0200
Arlington, Texas 76004-3231

If intended for Engineer, to:

Christopher Story, P. E

JQ Infrastructure, LLC

100 Glass St, Suite 201

Dallas TX 75207

Phone No: 972.392.7340

Email: cstory@jqeng.com

XXXI.
Warranty

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

XXXII.
USDOT Standard Title VI Assurances

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

Appendix A of the USDOT Standard Title VI Assurances

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

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

(2) Nondiscrimination: The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by

section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

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

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

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

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

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

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

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

WITNESS:

ENGINEER:

BY: _____

Christopher Story, P.E.

Printed or Typed Name

Partner

Printed or Typed Title

20-0539622

Tax Identification No.

ATTEST:

CITY OF ARLINGTON, TEXAS:

Mary W. Supino, City Secretary

BY: _____

Walter J. Pishkur

Printed or Typed Name

Director of Water Utilities

Printed or Typed Title

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY: _____

THE STATE OF TEXAS §

Engineer Acknowledgment

COUNTY OF TARRANT §

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

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

(SEAL)

Notary Public in and for the State of Texas

Notary's Printed Name

My Commission Expires: _____

THE STATE OF TEXAS §

Municipal Acknowledgment

COUNTY OF TARRANT §

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

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

(SEAL)

Notary Public in and for the State of Texas

Notary's Printed Name

My Commission Expires: _____

**PRIME AND SUBS &
MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE) REPORT**
Please complete this form, include copy of certification(s) and return with executed contracts

Project Name: _____

Project No: _____ Date: _____

LEGEND

* Answer with "YES" or "NO"

AI - Native American (AI)

NW - Native American, Women-Owned (NW)

AS - Asian (AS)

AW - Asian, Women-Owned (AW)

BL - Black (BL)

BW - Black, Women-Owned (BW)

HI - Hispanic (HI)

HW - Hispanic, Women-Owned (HW)

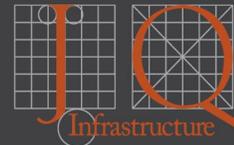
WO - Women-Owned (WO)

Other _____

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

LIST ALL SUBS:

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



04.11.16

Rev 2 09.27.16

Mr. Mohammed Bayan, PE
Water Utilities - Engineering
City of Arlington
101 W. Abram Street
Arlington, TX 76010

Re: Proposal – Scope of Engineering Services and Compensation
2016 Structural Engineering IDIQ: Task Order No. 1
John F. Kubala Water Treatment Plant (JK WTP)– Various Tasks

Dear Mr. Bayan,

We are pleased to express our interest in providing engineering services for the referenced project and offer the following proposal for your consideration.

SCOPE OF PROJECT

We understand the scope of the project to be a structural engineering evaluation and design services for the following tasks at the City of Arlington JK Water Treatment Plant.

PHASE I – PRELIMINARY DESIGN AND EVALUATION

Task 1A: Clearwell Condition Assessment

- Perform condition assessment of the existing primary structure for two (2) existing clearwells. Each clearwell has a footprint of approximately 400-ft x 88-ft x 25-ft deep. Conduct up to four (4) site visits to the clearwells to conduct the condition assessments.
- The evaluation will consist of a manned confined space entry into the clearwell to perform a complete condition assessment of the primary structure. It is assumed that clearwell entry will have to be performed in two separate mobilizations as only one clearwell will be removed from service at a time.
- It is assumed that City will remove the clearwells from service to a condition suitable for entry, and provide safe access into the space via ladder or tripod and harness. It is understood that approximately 12-inches of water will likely remain in the clearwell during evaluations.
- It is assumed that City will completely ventilate the structure after emptying for entry without significant chlorine gas residuals. SCBA gear will not be required for the entry. JQ will provide all other appropriate PPE equipment including harnesses, lights, and waders. A team of four (4) engineers will perform entry into each clearwell.

- A structural analysis will be performed to verify code compliance with ACI 350- Environmental Engineering Concrete Structures requirements.
- A code analysis will be performed to verify compliance with TCEQ and AWWA requirements.
 - It is known that the existing clearwells do not meet the minimum ¾-inch per ft roof slope required by TCEQ. JQ will engage TCEQ to verify if structural modifications are required to meet this requirement. It is understood that the City may be looking at mixing improvements via baffle walls inside the clearwell in the near future. This level of mixing improvements may trigger the roof slope requirements be met by TCEQ.
 - JQ will provide schematic level concepts and pricing for increasing the roof slope to 3/4-inch-per-ft as well as pricing for roofing membranes in the event that TCEQ accepts the existing roof slope.
- Preparation of a Technical Memorandum which will include.
 - Write-up and photographic documentation of the condition assessment.
 - Review of existing as-built drawings for establishing existing structural systems descriptions.
 - Interview with City staff to understand the intended use and operational characteristics of the facility.
 - Present the structural analysis findings.
 - Present the code analysis findings.
 - Provide recommendations for improvements to the clearwells based on the evaluation findings.
 - Provide budgetary level pricing for the recommended improvements.

Task 1B: Flocculation-Sedimentation Expansion Joint Repairs

Based on evaluations performed in the Arlington Water Treatment Masterplan, the existing expansion joints in the floc-sed basin complex are in various states of disrepair, mal-performance, or disrupting operation of the equipment. The joints were repaired in a previous improvements contract using Sika Combiflex repair system. This floor joints are causing the mechanisms to break suction at frequent intervals resulting from the mechanism “skipping” over the joint repair system.

JQ will provide a general review of the basin joints and coordinate with the City to identify the extent of joint repairs to be included in the final design. A schematic plan view of the basins will be prepared to identify the extent of repairs. No Technical Memorandum will be produced.

Task 1C: Recycle Basins

Solids accumulate in the recycle basins and cause mal-performance of the pumps. The City is interested in options that may limit the solids accumulation in the area of the pumps which may consist of a short curtain wall or other means several feet in front of the pumps to limit solids buildup.

For this scope, JQ will:

- Evaluate and develop two (2) alternatives to address the solids accumulation near the pumps. The evaluation will be based on the Master Plan developed by Arcadis. These alternatives will consist of passive barrier systems and will not include chemical or mechanical alternatives.
- Develop a written Technical Memorandum to present the results of the evaluation.
 - Perform a review of available existing drawings to determine structural systems.

- Perform structural analysis to determine adequacy of the structure to accommodate the proposed alternatives.
- Develop schematic level drawings to present the two alternatives considered.
- Provide recommendations for alternative selection.
- Provide construction pricing for the alternatives.
- The Technical Memorandum is anticipated to be 3 to 5 pages with alternative figures and construction cost opinion tables.
- Collaborate with the City to develop a construction sequencing plan required to meet the plants maintenance of operations.

Task 1D – Filter Gallery Wall to Roof Slab Leak

During rain events, significant water infiltration into the filter gallery from the Phase II expansion roof slab to wall joint. Significant concrete spalling has occurred along the length of the filter gallery wall at the roof slab bearing condition. Improvements to this joint are required to eliminate the water infiltration and eliminate the life safety risk of spalling concrete from the overhead debris.

For this scope, JQ will:

- Perform a detailed evaluation of the existing joint construction and design to identify the root cause of the water infiltration and concrete spalling.
- Provide a Technical Memorandum that:
 - Develop repair methods to correct the deficiency. Schematic level drawings of the proposed repairs will be presented.
 - Present construction costs for the proposed repairs.
- No bid documents or construction phase services will be produced at this time. Depending on the evaluation findings, other alternatives to implement repairs may be pursued.

Task 1E – Ozone Bypass Channel

JQ will evaluate alternatives to abandon the existing ozone bypass channel located beneath the flocculation basins extending between Basins 1 and 2 near the south end of the common effluent channel. The City no longer intends to utilize the bypass channel and due to a suspected leak in the bypass channel, the intent is to abandon the channel. Alternatives for abandoning the channel may consist of constructing concrete or masonry bulkheads, utilizing the existing sluice gates, and filling the channel with lightweight concrete. An entry into the channel may be performed to evaluate the validity of the alternatives developed during the fall/winter shutdown of the plant.

JQ will produce a Technical Memorandum presenting the alternatives with schematic drawings and associated costs for each alternative. No construction documents will be produced.

Task 1F – Sedimentation Basin Sludge Collector Parking Stand and Access Platform

JQ will evaluate alternatives for installing permanent grated access platforms and parking stands on the sludge collectors at sedimentation Basins 1 and 2. The current mechanisms have no parking stands, and the platforms only extend approximately 50% of the basin width making O&M access difficult. JQ will produce a Technical Memorandum presenting up to two (2) alternatives with schematic drawings and associated costs for each. JQ will coordinate with the mechanism manufacturer where required. No construction documents will be produced. It is assumed the City will provide the shop drawings of the original mechanisms for alternatives development and related dimensional information.

PHASE II – FINAL DESIGN PHASE

Task 1A: Clearwell Condition Assessment

There is no Final Design Phase scope for this task.

Task 1B: Flocculation-Sedimentation Expansion Joint Repairs

Scope for this Final Design Phase task includes:

- Develop 90% and Final milestone submittals to present repair documents to repair areas where the existing joint repair has failed. Replacement of the entire joint system is not included in this scope.
- Collaborate with the City to develop a construction sequencing plan required to meet the plants maintenance of operations needs during the repairs.
- Prepare formal documents including drawings and technical specifications necessary to obtain contractor pricing. The deliverables are expected to include 3 drawings (specifications and general notes sheet, an overall plan sheet identifying the joints to be repaired, and details associated with the repairs).

Task 1C: Recycle Basins

Scope for this Final Design Phase task includes:

- Prepare formal documents including drawings and technical specifications necessary to obtain contractor pricing. Any front-end bid documents will be provided by the City. The expected deliverable includes:
 - Three (3) drawings including a general notes and specifications sheet, a plan view of the proposed barrier wall and sludge basin, and one sheet of details.
- Assist the City during the Bid Phase of the project.
 - Attend pre-bid meeting and site visit.
 - Answer bidder inquiry and issue addenda as required.
 - Review the bids and make recommendation for award to the City.
 - Issue conformed drawings to the successful bidding contractor.

Task 1D – Filter Gallery Wall to Roof Slab Leak

There is no Final Design Phase scope for this task.

Task 1E – Ozone Bypass Channel

There is no Final Design Phase scope for this task.

Task 1F – Sedimentation Basin Backwash Carriage Parking Stand and Access Platform

There is no Final Design Phase scope for this task.

PHASE III – BID PHASE

It is understood that the City will attempt to solicit bids from three contractors for performance of the work related to the Task 1B: Floc-sed basin joint repairs, and Task 1C: Sludge basin barrier wall. JQ will provide the following services to assist during the bidding of these two projects:

- Answer bidder inquiry and issue addenda as required.
- Review the bids and make recommendation for award to the City.
- Issue conformed drawings to the successful bidding contractor.

PHASE IV CONSTRUCTION PHASE

It is understood that Task 1B: Floc-Sed basin joint spot repairs and Task 1C: Sludge basin wall barrier will be constructed under this contract.

Construction phase services to provide general observations of the work to be in general compliance with the contract documents. JQ will perform the following:

- Attend periodic construction progress meetings or site visits. Construction schedule is anticipated to be 6 months depending on construction sequencing and basin access limitations. A total of six (6) progress meetings are assumed. JQ will prepare meeting agendas and review of pay applications on a monthly basis.
- Review required construction submittals including shop drawings.
- Review RFI as required to complete the work.
- Attend substantial completion walkthrough for each basin completed. It is assumed that each basin improvements will be constructed, tested, and accepted before allowing the contractor to proceed to subsequent basin improvements. A total of three (3) substantial completion visits are required to accommodate sequencing of the work.
- Issues final as-built documents upon completion of the constructed improvements.

General services to support the above described scope include:

- Conduct four (4) Owner progress meetings of the condition assessments and DRAFT Technical Memorandum(s).
- Perform project management and administrative duties as required to complete the scope.
- Execution of JQ's QA/QC procedures.

Services excluded from scope:

- Materials or geotechnical testing. Special Service items are established for implementing these services where the course of condition assessment determines their necessity. Relevant needs may include piezometer installation for groundwater monitoring, and fill or foundation recommendations for supporting the HSPS discharge header.

- Final design or construction phase services for the clearwell, filter gallery, bypass channel or sedimentation basin backwash carriages (Tasks 1A, 1D, 1E and 1F).

Special Service SS-1: Clearwell Concrete Testing

If initial structural condition assessments reveal severe concrete damage or deterioration, destructive concrete testing may be recommended for petrographic examination of the concrete. JQ will employ services of a qualified testing lab for performing these concrete testing services. The supplemental services will be performed only when authorized by the City.

Special Service SS-2: Geotechnical Testing

If condition assessments at the clearwell or HSPS indicate high groundwater or other geotechnical related issues are contributing to the mal-performance of the facility, JQ will request professional geotechnical engineering services be performed. JQ will employ services of a qualified geotechnical engineer for performing these services. The supplemental services will be performed only when authorized by the City.

FEES

We propose to provide engineering services on a NOT TO EXCEED TIME AND MATERIALS basis as follows:

BASIC SERVICES	
PHASE I – PRELIMINARY DESIGN AND EVALUATION	
Task 1A: Clearwells Assessment	\$ 31,550
Task 1B: Floc-Sed Joint Repairs	\$ 3,985
Task 1C: Sludge Basin Barrier Wall	\$ 4,590
Task 1D: Filters Leak Assessment	\$ 4,635
Task 1E: Ozone Bypass Channel	\$ 5,075
Task 1F: Sedimentation Basin Mechanism Platforms and Parking Stand	\$ 11,550
PHASE II – FINAL DESIGN PHASE	
Task 1B: Floc-Sed Joint Repairs	\$ 5,820
Task 1C: Sludge Basin Barrier Wall	\$ 5,900
PHASE III – BID PHASE	
Includes Task 1B and 1C only	\$ 1,800
PHASE IV – CONSTRUCTION PHASE	
Includes Task 1B and 1C only	\$ 8,715
TOTAL BASIC SERVICES	\$ 83,620
SPECIAL SERVICES (only where authorized)	
SS1 – Concrete Testing at Clearwell	\$ 9,170
SS2 – Geotechnical at Clearwell	\$ 12,470

The fee development and authorized additional or special services are based on the following hourly rates.

Partner	\$240.00 / hour
Principal	\$210.00 / hour
Senior Project Manager	\$175.00 / hour
Engineering Technical Lead	\$190.00 / hour
Project Manager	\$155.00 / hour
Senior Project Engineer	\$135.00 / hour
Project Engineer	\$120.00 / hour
Senior Technician	\$110.00 / hour
Technician	\$90.00 / hour
Administrative	\$75.00 / hour
Senior Registered Professional Land Surveyor	\$165.00 / hour
Registered Professional Land Surveyor	\$125.00 / hour
Survey Crew	\$160.00 / hour

PAYMENT SCHEDULE

Invoices for progress payments of the basic fee will be billed each month for services performed during the prior month on a time and material basis. The terms and conditions of the City of Arlington professional services agreement shall apply.

We appreciate your consideration and look forward to working with you.

Sincerely,
JQ Infrastructure, LLC



Chris Story, PE
Principal

Enclosure:
Exhibit C – Fee Backup

Task	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK4	WEEK 5	WEEK 6	WEEK 7	WEEK 8	WEEK 9	WEEK 10	WEEK 11	WEEK 12	WEEK 13	WEEK 14	WEEK 15	WEEK 16
Phase I - Preliminary Design and Evaluations																	
Notice to Proceed and Mobilization	█																
Task 1A - Clearwell Condition Assessment		█	█	█													
Task 1B - Floc-Sed Basin Joint Repairs Assessment		█	█														
Task 1C - Recycle Basins Baffle Evaluation		█	█	█													
Task 1D - Filter Gallery Roof Slab Joint Evaluation		█	█	█													
Task 1E - Ozone Bypass Channel evaluations		█	█	█	█												
Task 1E - Sedimentation Basin Sludge Collector Modifications		█	█	█	█												
Special Services Tasks if required								█	█	█	█						
Prepare and Submit Draft Report to City					█	█	█	█	█								
Review Meeting with City on Draft Report								█	█								
Final Report									█	█	█						
Phase II - Final Design																	
60% Construction Documents Submittal											█	█	█				
Prefinal Construction Document Submittal													█	█	█	█	
Bid Set Documents																	█
Advertisement and Bid Period (Tentative) TBD																	█

ATTACHMENT C

JQ Infrastructure, LLC																					
City of Arlington - 2016 Structural Engineering IDIQ																					
John Kubala Water Treatment Plant - Task Order 1																					
Labor											Non-Labor Fee										
Hours											Non-Labor					Sub-Consultants					
Rate:	\$240	\$210	\$175	\$155	\$120	\$110	\$90	\$75			1.10	8.25%	2	3	1.10						
Partner	Principal	Senior	Project	Proj	Sr	Tech	Tech	Admin	Total	Infl	Labor	Repro	Trav	Deliver	Sub-	Tax	Sub	Sub	Subs	Non-	Total
Task Description			PM	Mgr	Engr	Tech			Hours	Fact	Fee				Total		Consult	Consult	Tot w/	Labor	Fee
PHASE I - PRELIMINARY DESIGN AND EVALUATION PHASE																					
Task 1A Clearwell Condition Assessment																					
Review Existing Drawings		1		1					2		365				0				0	0	365
Field Cond Assessment and Clearwell Entries (2)	9	8		16	16				49		8,240				0				0	0	8,240
ACI 350 Structural Analysis		2			16				18		2,340				0				0	0	2,340
AWWA/TCEQ Code Review and Coordination	2	4					8		14		2,200				0				0	0	2,200
Technical Memorandum									0		0				0				0	0	0
Observations and Improvements	1	8			8	4			21		3,320				0				0	0	3,320
TCEQ Roof Slope Alternatives	2	4		8		16			30		4,320				0				0	0	4,320
Opinions of Prob Construction Costs (OPCC)		4		8					12		2,080				0				0	0	2,080
DRAFT Tech Memo Submittal		8		8		8			24		3,800				0				0	0	3,800
FINAL Tech Memo	2	4		4		4			14		2,380				0				0	0	2,380
QAQC/Mgmt/Admin	2	4							6		1,320				0				0	0	1,320
Meetings (2)	3			3					6		1,185				0				0	0	1,185
Subtotal Task 1A		21	47	0	48	40	40	0	196	0.0%	31,550	0	0	0	0	0	0	0	0	0	31,550
Task 1B Floc-Sed Expansion Joint Repairs																					
Field Condition Assess and Verification	2			5	5				12		1,855				0				0	0	1,855
Plan Exhibit to define limits of joint replacement	1			6	8				15		2,130				0				0	0	2,130
Subtotal Task 1B		3	0	0	6	8	0	0	15	0.0%	2,130	0	0	0	0	0	0	0	0	0	3,985
Task 1C Recycle Basin Wall																					
Review Existing Dwgs				1					0		0				0				0	0	0
Field Condition Assessment	1			1					2		395				0				0	0	395
Develop Alternatives	0.5			4		8			13		1,620				0				0	0	1,620
DRAFT Technical Memorandum	1			6		2			9		1,390				0				0	0	1,390
FINAL Technical Memorandum				1		1			2		265				0				0	0	265
QAQC/Mgmt/Admin	1	1						1	3		525				0				0	0	525
Meetings	1								1		240				0				0	0	240
Subtotal Task 1C		5	1	0	13	0	11	0	31	0.0%	4,590	0	0	0	0	0	0	0	0	0	4,590
Task 1D Filter Gallery Wall To Roof Slab Leak																					
Review Existing Dwgs	0.5			1					2		275				0				0	0	275
Field Condition Assessment	0.5			2					3		430				0				0	0	430
Develop Alternatives	1			4		5			10		1,410				0				0	0	1,410
DRAFT Technical Memorandum	0.5			4		2			7		960				0				0	0	960
FINAL Technical Memorandum	0.5			4		0.5			5		795				0				0	0	795
QAQC/Mgmt/Admin	1	1						1	3		525				0				0	0	525
Meetings	1								1		240				0				0	0	240
Subtotal Task 1D		5	1	0	15	0	8	0	30	0.0%	4,635	0	0	0	0	0	0	0	0	0	4,635
Task 1E Ozone Bypass Channel																					
Review Existing Dwgs				1					1		155				0				0	0	155
Field Condition Assessment				2					2		310				0				0	0	310
Develop Alternatives	1			6		8			15		2,050				0				0	0	2,050
DRAFT Technical Memorandum				4		6			10		1,280				0				0	0	1,280
FINAL Technical Memorandum	1			1		3			5		725				0				0	0	725
QAQC/Mgmt/Admin	1							1	2		315				0				0	0	315
Meetings	1								1		240				0				0	0	240
Subtotal Task 1E		4	0	0	14	0	17	0	36	0.0%	5,075	0	0	0	0	0	0	0	0	0	5,075
Task 1F Sedimentation Basin Sludge Collector Parking Stand and Access Platform																					
Review Existing Dwgs	2			4					6		1,100				0				0	0	1,100
Field Condition Assessment				4	2				6		860				0				0	0	860

JQ Infrastructure, LLC																					
City of Arlington - 2016 Structural Engineering IDIQ																					
John Kubala Water Treatment Plant - Task Order 1																					
Labor											Non-Labor Fee										
Hours											Non-Labor				Sub-Consultants						
Rate:											1.10	8.25%	2	3	1.10						
Partner	Principal	Senior	Project	Proj	Sr	Tech	Tech	Admin	Total	Infl	Labor	Repro	Trav	Deliver	Sub-Total	Tax	Sub Consult	Sub Consult	Subs Tot w/ Mult	Non-Labor Total	Total
		PM	Mgr	Engr					Hours	Fact	Fee										
Develop Alternatives	2			14	4	12			32		4,450				0				0	0	4,450
DRAFT Technical Memorandum	1			12	4	5			22		3,130				0				0	0	3,130
FINAL Technical Memorandum				3		3			6		795				0				0	0	795
QA/QC/Mgmt/Admin Meetings	1	2						1	4		735				0				0	0	735
	2								2		480				0				0	0	480
Subtotal Task 1E	8	2	0	37	10	20	0	1	78	0.0%	11,550	0	0	0	0	0	0	0	0	0	11,550
PHASE II - FINAL DESIGN PHASE																					
Task 1A Clearwell Condition Assessment																					
No scope included in this phase																					
Subtotal Task 1A	0	0	0	0	0	0	0	0	0	0.0%	0	0	0	0	0	0	0	0	0	0	0
Task 1B Floc-Sed Expansion Joint Repairs																					
Final Design Drawings									0		0				0				0	0	0
90% Submittal	1			12		12			25		3,420				0				0	0	3,420
Final Submittal	1			8		4			13		1,920				0				0	0	1,920
QA/QC/Mgmt/Admin	2								2		480				0				0	0	480
									0		0				0				0	0	0
									0		0				0				0	0	0
Subtotal Task 1B	4	0	0	20	0	16	0	0	40	0.0%	5,820	0	0	0	0	0	0	0	0	0	5,820
Task 1C Recycle Basin Wall																					
Final Design Drawings									0		0				0				0	0	0
90% Submittal	3			8		8			19		2,840				0				0	0	2,840
Final Submittal	1			8		10			19		2,580				0				0	0	2,580
QA/QC/Mgmt/Admin	2								2		480				0				0	0	480
									0		0				0				0	0	0
									0		0				0				0	0	0
Subtotal Task 1C	6	0	0	16	0	18	0	0	40	0.0%	5,900	0	0	0	0	0	0	0	0	0	5,900
Task 1D Filter Gallery Wall To Roof Slab Leak																					
No scope in this phase																					
Subtotal Task 1D	0	0	0	0	0	0	0	0	0	0.0%	0	0	0	0	0	0	0	0	0	0	0
Task 1E Ozone Bypass Channel																					
No scope in this phase																					
Subtotal Task 1E	0	0	0	0	0	0	0	0	0	0.0%	0	0	0	0	0	0	0	0	0	0	0
Task 1F Sedimentation Basin Sludge Collector Parking Stand and Access Platform																					
No scope in this phase																					
Subtotal Task 1F	0	0	0	0	0	0	0	0	0	0.0%	0	0	0	0	0	0	0	0	0	0	0
PHASE III - BID PHASE																					
Task 1B and 1C																					
Bid Phase									0		0				0				0	0	0
Attend Prebid Site Visit	3								3		720				0				0	0	720
Answer bidder inquiry and issue addendum	1			4		2			7		1,080				0				0	0	1,080
									0		0				0				0	0	0
									0		0				0				0	0	0
Subtotal Task 1B	4	0	0	4	0	2	0	0	10	0.0%	1,800	0	0	0	0	0	0	0	0	0	1,800
PHASE IV - CONSTRUCTION PHASE																					
Task 1B and 1C only																					
Construction Phase									0		0				0				0	0	0

JQ Infrastructure, LLC																								
	City of Arlington - 2016 Structural Engineering IDIQ																							
	John Kubala Water Treatment Plant - Task Order 1																							
		Labor										Non-Labor Fee												
		Hours										Non-Labor				Sub-Consultants								
	Rate:	\$240	\$210	\$175	\$155	\$120	\$110	\$90	\$75				1.10	8.25%	2	3	1.10							
		Partner	Principal	Senior	Project	Proj	Sr	Tech	Tech	Admin	Total	Infl	Labor	Repro	Trav	Deliver	Sub-	Tax	Sub	Sub	Subs	Non-	Total	
	Task Description			PM	Mgr	Engr	Tech	Tech	Admin		Hours	Fact	Fee				Total		Consult	Consult	Tot w/	Labor	Fee	
	Meetings and Site Visits (3)		4			9					13		2,355				0					0	0	2,355
	RFIs		1			2					3		550				0					0	0	550
	Shop Drawings Submittals		1			4					5		860				0					0	0	860
	Final Walkthru (3 visits)		9			9					18		3,555				0					0	0	3,555
	QAQC/Mgmt/Admin		4	1					3		8		1,395				0					0	0	1,395
											0		0				0					0	0	0
	Subtotal Task 1B	19	1	0	24	0	0	0	3		47	0.0%	8,715	0	0	0	0	0	0	0	0	0	0	8,715
	TOTAL BASIC SERVICES FEE																							83,620
	SS1 - Supplemental Services - Concrete Testing Lab Services										0		0				0					0	0	0
	Testing Lab Services										0		0				0		7,000			7,700	7,700.00	7,700
	Review Report and recommendations		2	4					2		8		1,470				0					0	0	1,470
	Subtotal SS1	2	4	0	0	0	0	0	2		8	0.0%	1,470	0	0	0	0	0	7,000	0		7,700	7,700	9,170
	SS2 - Special Services - Geotechnical Testing Lab Services										0		0				0					0	0	0
	Geotechnical Laboratory Services										0		0				0		10,000			11,000	11,000.00	11,000
	Review Report and recommendations		2	4					2		8		1,470				0					0	0	1,470
	Subtotal SS2	2	4	0	0	0	0	0	2		8	0.0%	1,470	0	0	0	0	0	10,000	0		11,000	11,000	12,470

Exhibit C

RATE SCHEDULE

Staff Member	Hourly Rate
Partner	\$240.00
Principal	\$210.00
Senior Project Manager	\$175.00
Engineering Technical Lead	\$190.00
Project Manager	\$155.00
Senior Project Engineer	\$135.00
Project Engineer	\$120.00
Senior Technician	\$110.00
Technician	\$90.00
Administrative	\$75.00

Staff Report



Zoning Case PD16-15 (Costco Wholesale Liquor Addition)	
City Council Meeting Date: 10-25-16	Document Being Considered: Ordinance

RECOMMENDATION

Approve an ordinance changing the zoning classification on a property at 600 West Arbrook Boulevard; generally located south of West Arbrook Boulevard and east of Matlock Road from Community Commercial (CC) 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 April 5, 2000, Planning and Zoning Commission recommended approval of ZA00-16 to amend the zoning map to allow for the grocery sales use and the development of Costco Wholesale.

On April 5, 2000, Planning and Zoning Commission recommended approval of SUP00-04 to allow for gasoline sales.

On April 25, 2000, City Council approved ZA00-16 by a vote of 6-0-0.

On April 25, 2000, City Council approved SUP00-04 by a vote of 6-0-0.

On September 7, 2016, Planning and Zoning Commission recommended approval of PD16-15 by a vote of 6-1-0.

On October 11, 2016, City Council voted to approve first reading of PD16-15 by a vote of 7-0-0, with the following stipulation:

- Beer and wine sales will continue to be available within the existing Costco Wholesale store.

ANALYSIS

Request

The applicant requests to change the zoning on approximately 15.590 acres addressed at 600 West Arbrook Boulevard, and generally located south of West Arbrook Boulevard and east of Matlock Road.

Current zoning: Community Commercial (CC)

Requested zoning: Planned Development (PD) for limited Community Commercial (CC) uses plus a Package Liquor Store, with a Development Plan

A 'Package Liquor Store' is only permitted in General Commercial (GC), Light Industrial (LI), and Industrial Manufacturing (IM) zoning districts. Additionally, 'Package Liquor Stores' are prohibited in the area of the Interstate 20 corridor bounded by Cooper Street on the west, Arbrook Boulevard on the north, State Highway 360 on the east, and Bardin Road on the south. This was also the case under the previous zoning ordinance, as the above described area was known as the Business Park Overlay. Two zoning cases that added the 'Package Liquor Store' use were approved at locations within this corridor, prior to the adoption of the Unified Development Code:

- *PD13-21 Windstar Properties* was approved in April of 2014 for what is currently Total Wines and More
- *PD14-2 3909 South Cooper Street* was approved in August of 2014 for what is currently Spec's Wines, Spirits and Finer Foods

This rezoning request excludes some land uses currently permitted in the CC zoning district, as well as adds the 'Package Liquor Store' use.

Based on the stipulations requested by City Council at the first public hearing, the applicant has indicated that other Texas locations have continued beer and wine sales in the existing Costco Wholesale stores, in the event that a similar such WB Liquors addition was added.

Site History

A zoning amendment to change the zoning on a portion of the lot from Business Park Overlay-Business (BP-B) to Business Park Overlay-Community Service (BP-CS) was approved in 2000. This application gave the entire lot the same zoning designation, and allowed for the grocery sales use on site. A Specific Use Permit (SUP) was also approved to allow for gasoline sales as a secondary use on the northwest portion of the lot. Running concurrently to the zoning amendment, a plat was filed to give the site its current configuration.

Existing Site Conditions

The subject site was developed in 2001 with an approximately 148,000 square foot Costco Wholesale Store, as well as a 6-pump gasoline sales canopy. A convenience store is not associated with the gasoline sales canopy. As a result of the SUP actions during the Planning and Zoning Commission meeting, increased landscape setbacks were required adjacent to the gasoline sales portion of the site. All site setbacks are planted with a mix of Live Oak and Shumard Oak trees.

Development Plan

The Development Plan is for an approximately 3,928-square-foot addition to the existing Costco Wholesale store. The intention of this addition is to operate a Package Liquor Store. The proposed package liquor store will not open to the interior of the Costco store, and all exterior doors are covered with metal awnings similar to other awnings on the existing structure. The proposed addition will match the existing split-faced concrete masonry block (CMU) walls, and the proposed banding and signage will also blend with the original building.

The separate entry points to the proposed addition will allow it to operate based on the State laws regarding the allowed hours of operation for Package Liquor Stores, without causing any adverse changes to the operation of the existing Costco store.

Landscaping and Screening

The applicant is proposing to replace any trees or shrubs that are missing in order to bring the site back into compliance with the landscape package that was approved through the original site plan. Additionally, the new parking lot islands will exceed the typical requirement of 50% vegetative cover other than turf grass. The applicant is also proposing to increase the landscaping in the parking lot islands just to the west of the building, as well as in the large island off of the Matlock Road access point. Overall, this will add over 7,000 additional plants to the existing landscaping.

Parking

The existing parking lot contains approximately 750 parking stalls. Required parking for the current use is calculated at 446 parking stalls. With the additional 3,928 square feet of floor space, 457 parking stalls will be required. While the site is over-parked at this time the proposed addition will reduce parking on site by approximately 29 stalls. This comes out to an approximate count of 721 parking stalls once the project has been completed.

Adjacent Land Uses

North of the subject site are properties zoned CC developed with a bank and a medical imaging center, Residential Multi-Family (RMF-22) developed with a multi-family development, Residential Single Family (RS-7.2) developed with single family residences, and PD for a nursing home developed with a nursing home. The properties to the east and west of the subject site are zoned General Commercial (GC) and both are developed with office buildings. The properties to the south of the subject site are zoned CC developed with a bank and a multi-tenant shopping center and PD developed as the Arlington Highlands.

Comprehensive Plan Analysis

The proposed zoning change CC to PD for a package liquor store represents a minor change that is in keeping with the community convenience commercial uses that are envisioned as one use for Regional Activity Centers in the 2015 Comprehensive Plan, *99 Square Miles*. The goals for Regional Activity Centers include developing special places that facilitate regional opportunities. Considering the goals for this area and the site's location, the proposed zoning change to PD for a package liquor store is in general conformance with the Comprehensive Plan and other relevant plans.

FINANCIAL IMPACT

None

ADDITIONAL INFORMATION

Attached:

Ordinance with Exhibit A & B
Development Plan (5 pages)
Case Information with P & Z Summary

Under separate cover:

None

Available in the City Secretary's office:

None

STAFF CONTACTS

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Community Development and Planning
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Jennifer.Pruitt@arlingtontx.gov

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

Ordinance No. 16-_____

An ordinance changing the zoning classification on certain property known as 600 West Arbrook Boulevard to Planned Development (PD) for limited Community Commercial (CC) uses plus a Package Liquor Store, with a Development Plan; amending the Zoning District Map accordingly; authorizing the building official to issue permits upon the effective date; providing for a fine of up to \$2,000.00 for each violation; providing this ordinance be cumulative; and providing for severability, governmental immunity, injunctions, and publication; and an effective date.

WHEREAS, after notice and public hearing the Planning and Zoning Commission heard and recommended approval of Zoning Case PD16-15 on September 7, 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 600 West Arbrook Boulevard, 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 PD16-15, 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 11th day of October, 2016, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the 25th day of October, 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)

PD16-15

EXHIBIT "A"

BEING approximately 15.590 acres of land with frontage on West Arbrook Boulevard, Matlock Road, and Highlander Boulevard and is commonly known as Lot 2R, Block 4, of the Highlands Addition, an addition to the City of Arlington, Texas;

AND being generally located south of West Arbrook Boulevard and east of Matlock Road, with the approximate address being 600 West Arbrook Boulevard.

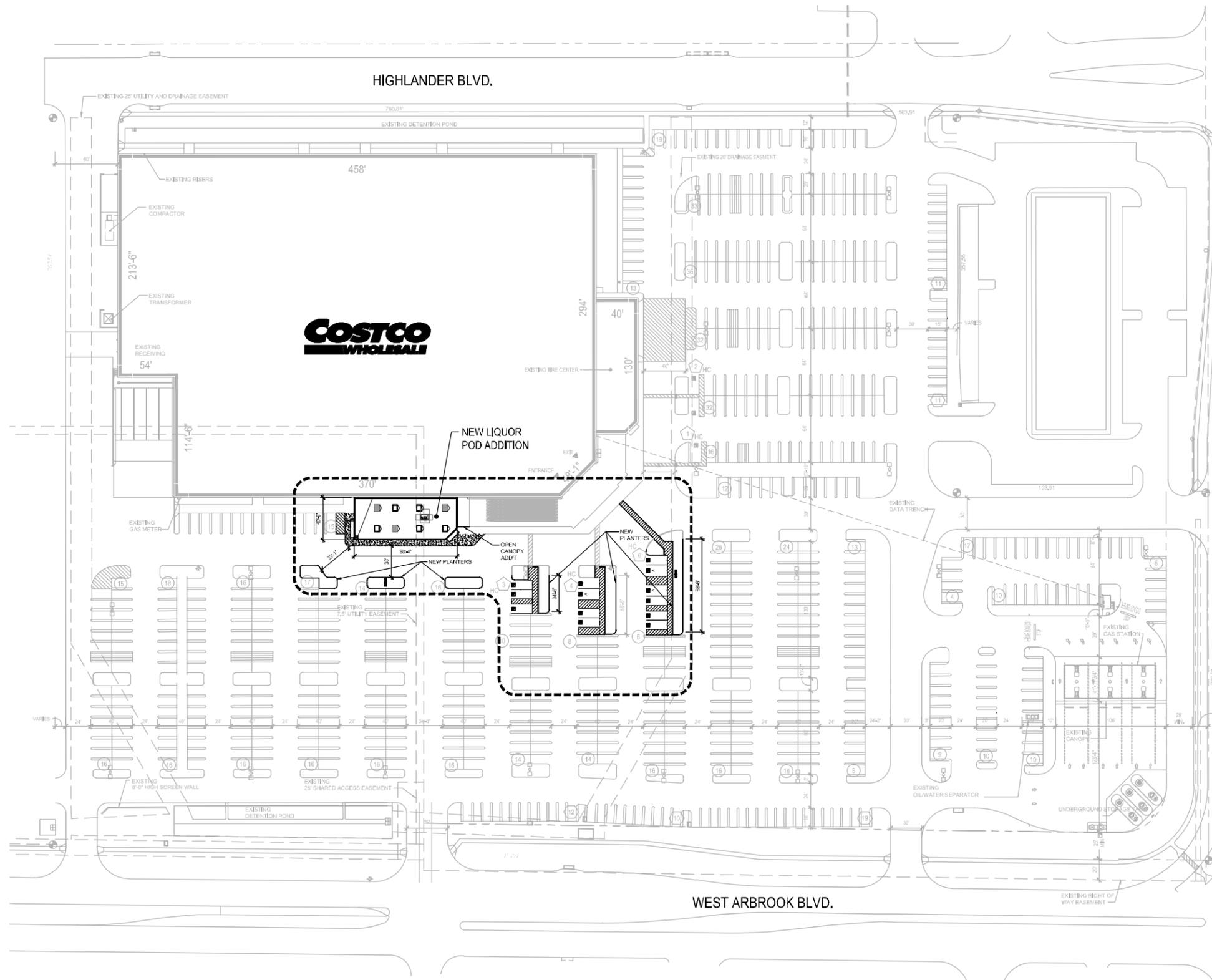
(4)

PD16-15

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. Following are the excluded uses: Halfway house, Nursing home, Domestic violence shelter, Mortuary/crematory/funeral chapel, Cemetery, Public park or playground, Crop production, Bail bond service, Tattoo parlor, Bingo hall, Billiard parlor, Private club/lodge/fraternal organization, Wedding chapel, Country club, Golf course, Marina, Pawn shop, Specialty paraphernalia sales, Wrecker service
3. The Package Liquor Store use shall be limited to the approximately 3,928 contiguous square-foot addition.
4. The building materials will conform to the materials of the existing structure: this includes exterior finish materials, banding, entrance awnings and signage.
5. The previously approved landscape plan for this site shall be brought into conformance with the replacement of all missing landscape setback trees, landscape buffer trees, and parking lot screening shrubs.
6. The new parking lot islands and islands adjacent to the existing structure on the north and west, the portion of the entrance corridor off of Matlock Road, and the western most entrance off of Highlander Boulevard shall be landscaped with the following:
 - a. 1 – Eastern Red Cedar – 4-inch caliper
 - b. 9 – Cedar Elm – 4-inch caliper
 - c. 1,450 – Giant Liriope
 - d. 5,275 – Asian Jasmine
 - e. 411 – Mexican Feathergrass
7. Use and development of the property shall be in compliance with the Development Plan (5 pages).
8. Provided that the sale of wine and beer shall continue to be offered in the existing retail building, the sale of wine and beer will be allowed in the approximately 3,928 square foot addition, subject to TABC regulations.
9. In the event of a conflict between the provisions in this Exhibit B and any other exhibits to this ordinance, the provisions of Exhibit B control.

(5)



PROJECT DATA

CLIENT: COSTCO WHOLESALE
 999 LAKE DRIVE
 ISSAQUAH, WA 98027

PROJECT ADDRESS: 600 W. ARBROOK BLVD.
 ARLINGTON, TX 76014

SITE AREA: 15.64 ACRES (681489 S.F.)
 JURISDICTION: CITY OF ARLINGTON
 ZONING: PLANNED DEVELOPMENT
 CC - COMMUNITY COMMERCIAL

SETBACKS: 60'-0"

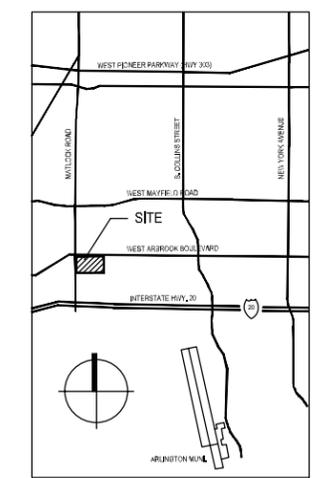
BOUNDARIES: THIS PLAN HAS BEEN
 INFORMATION: PREPARED BY EDITING
 PRELIMINARY DRAWING
 PREPARED BY HODGES AND
 ASSOC., INC. DATED: 2-17-00
 PRELIMINARY PLAT FROM
 WINDELMAN ENGINEERS
 3-28-00

EXIST. BUILDING DATA:	
EXIST. BUILDING AREA	143,463 S.F.
EXIST. TIRE CENTER	5,126 S.F.
TOTAL EXIST. BUILDING	148,589 S.F.
NEW LIQUOR ADDITION	3,928 S.F.
TOTAL EXIST. BUILDING	152,517 S.F.

PARKING DATA:	
EXISTING PARKING PROVIDED:	
⊙ 10' WIDE STALLS	672 STALLS
⊙ 9' WIDE STALLS	63 STALLS
⊙- HANDICAP STALLS	15 STALLS
TOTAL PARKING	750 STALLS
NO. OF STALLS PER 1000 S.F. OF BUILDING AREA:	5.05 STALLS
PROPOSED PARKING PROVIDED:	
⊙ 10' WIDE STALLS	638 STALLS
⊙ 9' WIDE STALLS	63 STALLS
⊙- HANDICAP STALLS	16 STALLS
TOTAL PARKING	717 STALLS
NO. OF STALLS PER 1000 S.F. OF BUILDING AREA:	4.7 STALLS
LOSS OF (33) STALLS	

NOTES:
 EXISTING CONDITIONS TO BE FIELD VERIFIED.

VICINITY MAP



600 W ARBROOK BLVD.
 ARLINGTON, TX 76014

1101 Second Ave. Ste 100
 Seattle, WA 98101
 206.962.4500
 mgc.com

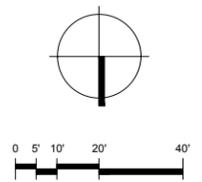
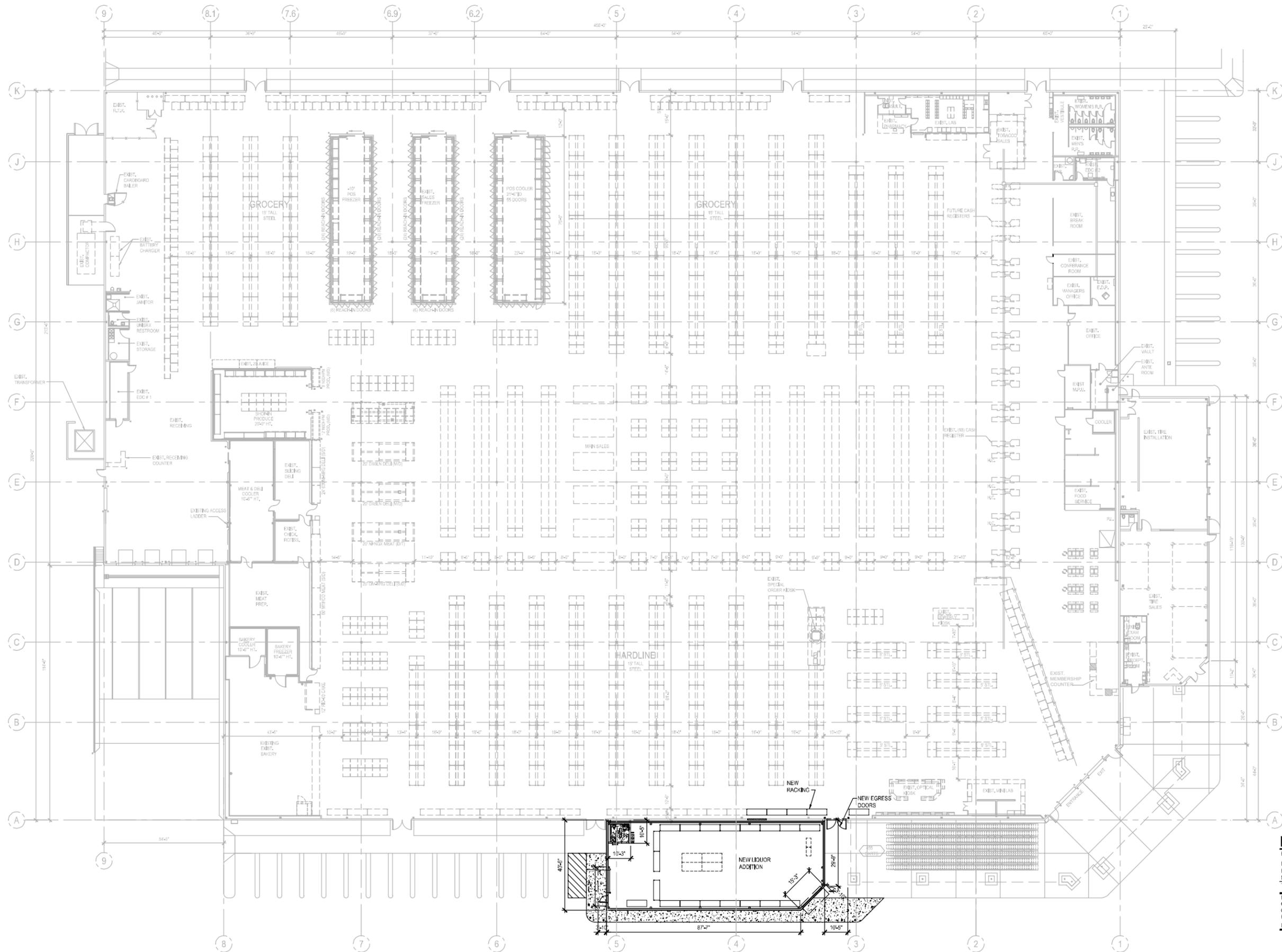


00-1350-13
 JUNE 7, 2016

PROPOSED
 SITE PLAN

DD11.01

COSTCO WHOLESALE PROPOSED SITE PLAN



ARLINGTON
668

600 WEST ARBROOK BLVD.
ARLINGTON, TX 76014

1181 South Ave. Ste 106
Seattle, WA 98101
206.962.6300
mg2.com



PROJECT DATA

EXIST. BUILDING DATA:	
EXIST. BUILDING AREA	143,463 S.F.
EXIST. TIRE CENTER	5,128 S.F.
NEW LIQUOR ADDITION	3,528 S.F.
TOTAL EXIST. BUILDING	152,517 S.F.
RACK COUNT:	
GROCERY RACKS (15 ft)	194
CENTER SECTION	18,806 S.F.
HARDLINE RACKS (15 ft)	187
LIQUOR ADDT HARDLINE RACKS (15 ft)	19

00-1350-13
JUNE 7, 2016

PROPOSED FLOOR
PLAN

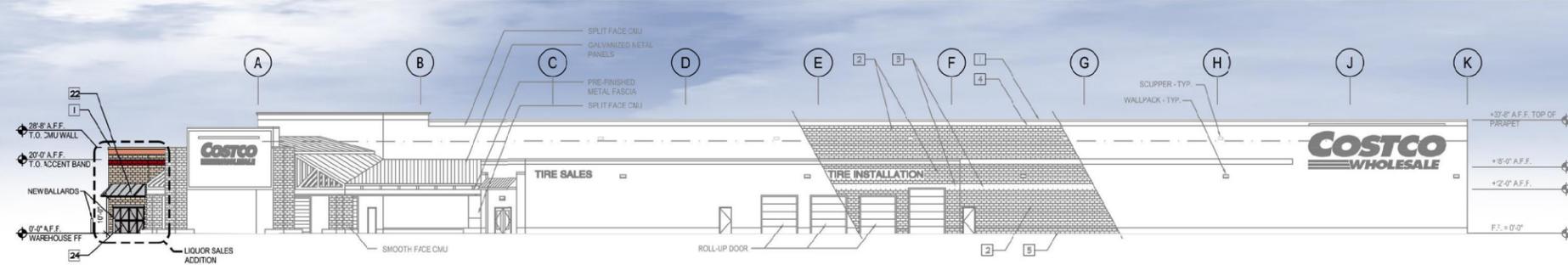
DD21.01

COSTCO WHOLESALE

PROPOSED FLOOR PLAN

ARLINGTON, TEXAS

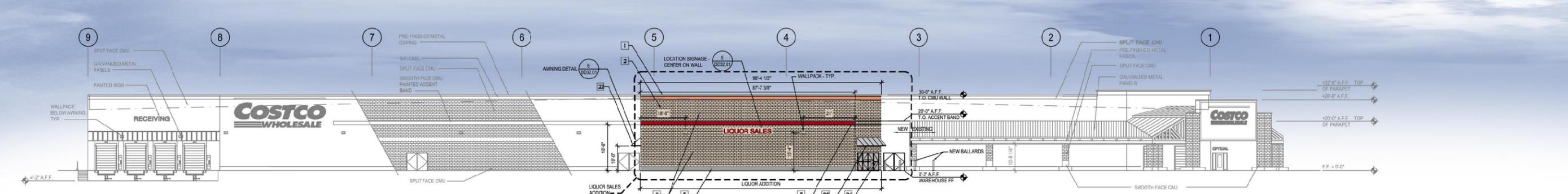
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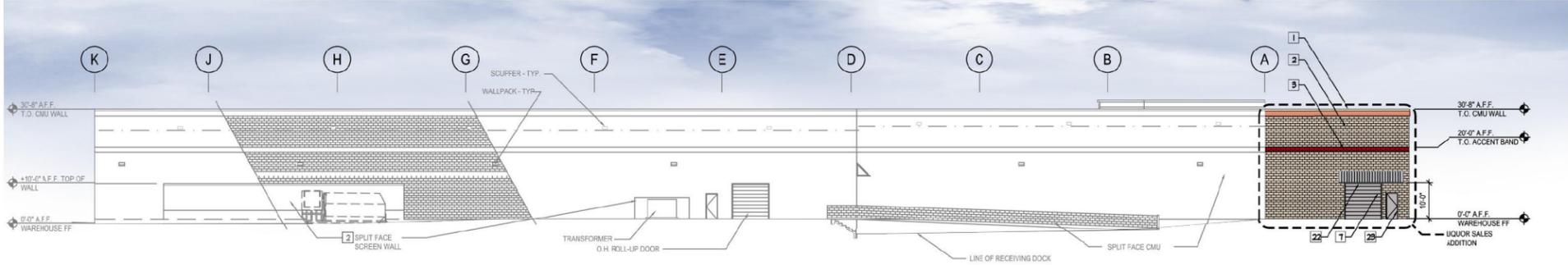
1 EAST ELEVATION
1" = 20'-0"



2 ELEVATION AT ENTRY
1" = 20'-0"

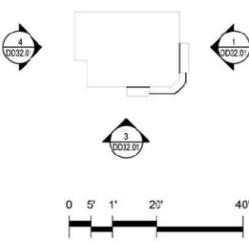


3 SOUTH ELEVATION
1" = 20'-0"



4 WEST ELEVATION
1" = 20'-0"

KEY PLAN



ARLINGTON
668

600 WEST ARBROOK BLVD.
ARLINGTON, TX 76014

1101 Second Ave, Ste 100
Seattle, WA 98101
206 962 6500
MG2.com



00-1350-13
JUNE 7, 2016

PROPOSED
ELEVATIONS

DD32.01

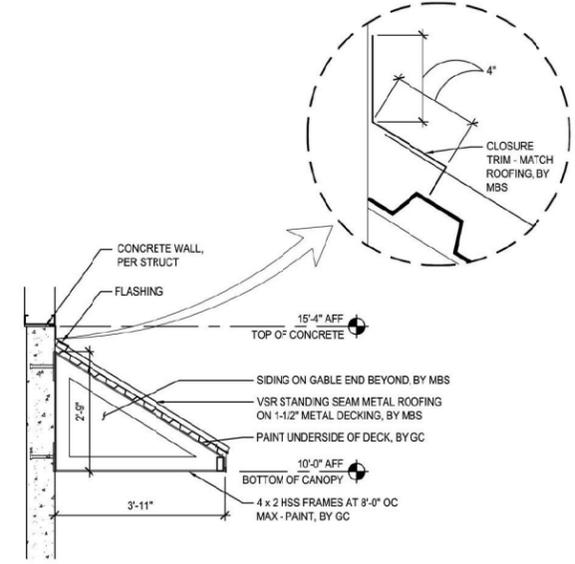
EXTERIOR FINISH SCHEDULE						
#	ITEM	MATERIAL	FINISH	COLOR	MANUFACTURER	NOTES
1	CAP FLASHING	GALV. SHEET METAL	PRE PAINTED	EGYPTIAN WHITE TO MATCH EXIST.	BUTLER/SPAN	
2	MAIN BUILDING WALL	SF C.M.U. (INTEGRAL COLOR)	WATER REPELLENT	LIMESTONE TO MATCH EXIST.	FEATHERLITE	TWO COURSES
3	ACCENT BAND	SF C.M.U. (PAINTED)	PAINT	SAFETY RED - S.W. 4081	SHERWIN WILLIAMS	
4	TOP COURSES	SF C.M.U. (INTEGRAL COLOR)	WATER REPELLENT	TERRA COTTA TO MATCH EXIST.	FEATHERLITE	THREE COURSES SF C.M.U.
5	MAIN BUILDING BASE	SF C.M.U. (INTEGRAL COLOR)	WATER REPELLENT	LONE STAR GRAY TO MATCH EXIST.	FEATHERLITE	TWO COURSES
6	CANOPY STEEL	STEEL TRUSSES, TUBE STEEL	PAINT	AWNING RED S.W. 2314	SHERWIN WILLIAMS	MAIN CANOPY AND RECEIVING CANOPY
7	ROLL UP DOOR	STEEL	PRE FINISHED / PAINT	GRAY-GC TO PAINT TO MATCH EXIST.	MBS	
8	"COSTCO" SIGN	METAL CUT OUT LETTERS	PRE PAINTED	SAFETY RED S.W. 4081	VARCO-PRUDEN/SPAN	
9	"WHOLESALE" SIGN	METAL CUT OUT LETTERS	PRE PAINTED	LAPIS LAZULI S.W. 1805	VARCO-PRUDEN/SPAN	
10	LIQUOR SALES	METAL CUT OUT LETTERS	PRE PAINTED	SAFETY RED S.W. 4081	BUTLER/SPAN	
11	RECEIVING CANOPY	METAL PANELS	PRE FINISHED	GALVALUME	VARCO-PRUDEN/SPAN	
12	CANOPY SIGN FIELD	FIBERSTONE		LIMESTONE ON GRAY	VARCO-PRUDEN/SPAN	SAND TEXTURE
13	CANOPY ROOF	METAL PANEL	PRE FINISHED	GALVALUME	VARCO-PRUDEN/SPAN	
14	CANOPY COLUMN	SF C.M.U.	WATER REPELLENT	LONE STAR GRAY	FEATHERLITE	
15	EGRESS DOORS	METAL DOOR AND FRAME	PAINT	GRAY ASH-LAR S.W. 2002	SHERWIN WILLIAMS	
16	ROLL UP DOORS	METAL ROLL UP DOORS	PAINT	GRAY ASH-LAR S.W. 2002	SHERWIN WILLIAMS	
17	1 1/2" T.S. GUARDRAIL	1 1/2" TUBE STEEL	PAINT	MOCKINGBIRD S.W. 2005	SHERWIN WILLIAMS	
18	"COSTCO" SIGN	BUILDING MASONRY	PAINT	SAFETY RED S.W. 4081	SHERWIN WILLIAMS	TWO COATS
19	"WHOLESALE" SIGN	BUILDING MASONRY	PAINT	LAPIS LAZULI S.W. 1805	SHERWIN WILLIAMS	TWO COATS
20	CANOPY TRUSS	METAL	PAINT	SAFETY RED SW 4081	SHERWIN WILLIAMS	TWO COATS
21	CANOPY GUTTERS / DS	METAL	PAINT	SAFETY RED SW 4081	SHERWIN WILLIAMS	TWO COATS
22	METAL AWNING	METAL PANELS	PRE FINISHED	GALVALUME TO MATCH EXIST.	BUTLER / SPAN	
23	DOOR	STEEL	PRE FINISHED / PAINT	GRAY-GC TO PAINT TO MATCH EXIST.	MBS	
24	GLAZED AUTO ENTRY DOOR	ALUMINUM	PRE FINISHED	CLEAR ANODIZED ALUMINUM		BREAK AWAY PANELS

ABBREVIATIONS

SF C.M.U. - SPLIT FACE C.M.U.	SMF C.M.U. - SMOOTH FACE C.M.U.	R.F C.M.U. - RIBBED C.M.U.
-------------------------------	---------------------------------	----------------------------



5 LOCATION SIGNAGE
1/8" = 1'-0"



6 AWNING DETAIL
1/2" = 1'-0"

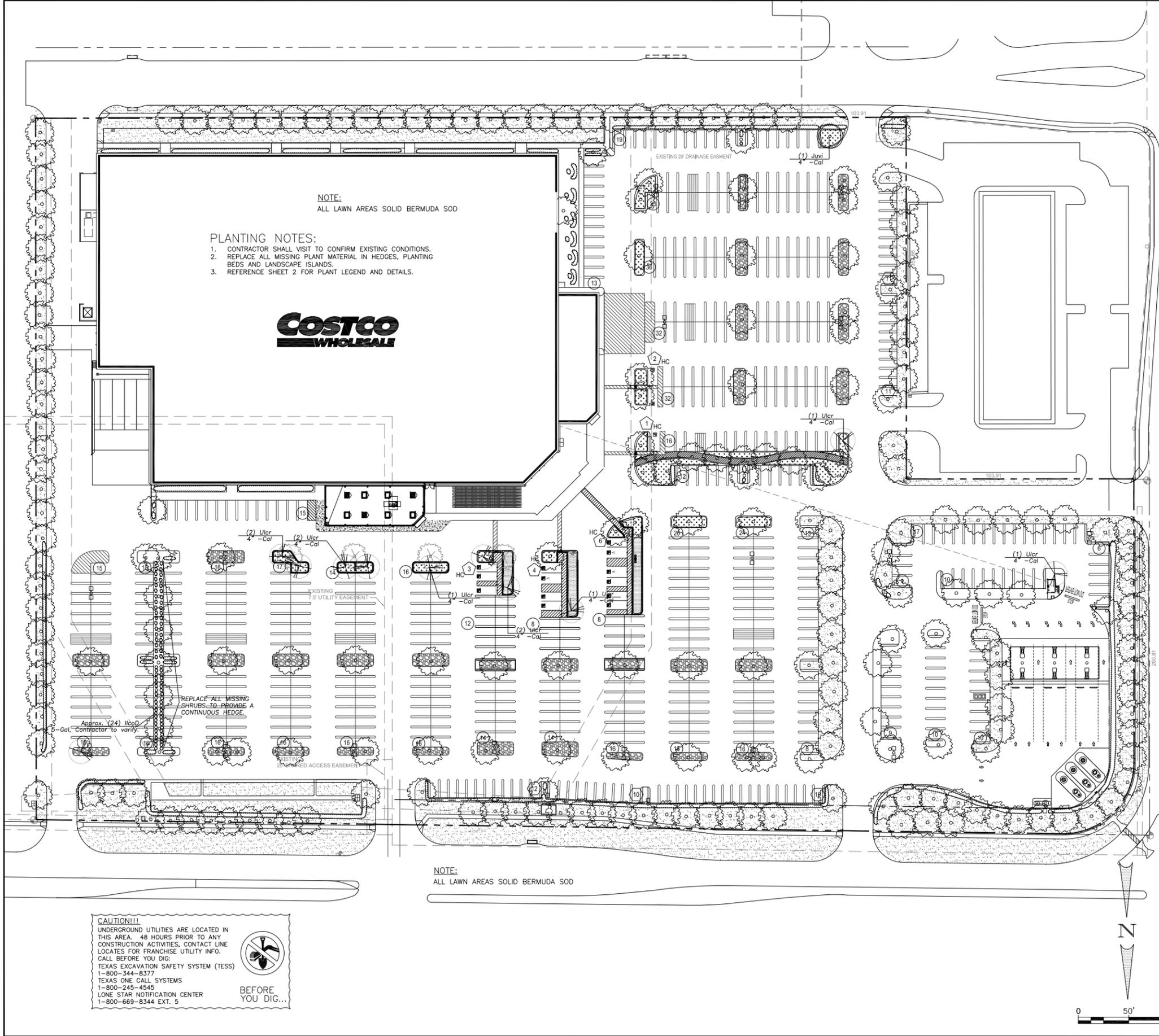
COSTCO WHOLESALE

ARLINGTON, TEXAS

PROPOSED ELEVATIONS

JUNE 7, 2016

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CITY OF ARLINGTON LANDSCAPE REQUIREMENTS		
AREA	REQUIRED	PROVIDED
MIN. WIDTH OF LANDSCAPE SETBACK	A 15' SETBACK ADJACENT TO STREET REQUIRED	
	15'	15'
TREE REQUIREMENT ON FRONTAGE	ONE (4") SHADE TREE REQUIRED/45' OF FRONTAGE	
	REQUIRED	PROVIDED
HIGHLANDER BLVD.	783'/45 = 18 (4") TREES	26 EXISTING TREES
MATLOCK RD.	300'/45 = 7 (4") TREES	14 EXISTING TREES
W. ARBROOK BLVD.	978'/45 = 22 (4") TREES	36 EXISTING TREES
SHRUB REQUIREMENT ON FRONTAGE	(14) SHRUBS REQUIRED/50' OF FRONTAGE (MIN. 50% EVERGREEN)	
	REQUIRED	PROVIDED
HIGHLANDER BLVD.	783'/50 X 14 = 219 SHRUBS	APPROX. 220 EXISTING SHRUBS
MATLOCK RD.	300'/50 X 14 = 84 SHRUBS	APPROX. 87 EXISTING
W. ARBROOK BLVD.	978'/50 X 14 = 274 SHRUBS	APPROX. 306 EXISTING
PARKING LOT SCREENING	MINIMUM 3' TALL SCREENING; MINIMUM (5) GAL. SHRUBS @ 3' OC	
	REQUIRED	PROVIDED
INTERIOR PARKING LANDSCAPE	ONE LANDSCAPE ISLAND REQUIRED/20 SPACES, SIZED NO SMALLER THAN 1 SPACE	
	REQUIRED	PROVIDED
VISIBILITY TRIANGLE	8' X 70' VISIBILITY TRIANGLE REQUIRED AT ENTRANCE OFF PUBLIC STREET	
	REQUIRED	PROVIDED
LANDSCAPE BUFFER	30' LANDSCAPE BUFFER REQUIRED BETWEEN ZONING DISTRICTS	
	REQUIRED	PROVIDED
TURF COVER	40% MAX. TURF COVERAGE IN LANDSCAPE BUFFER	
	REQUIRED	PROVIDED

NOTE:
- THE SITE WILL BE IRRIGATED WITH A BELOW GROUND AUTOMATIC IRRIGATION SYSTEM WITH A FREEZE SENSOR, THAT IS CAPABLE OF PROVIDING THE PROPER AMOUNT OF WATER FOR THE PARTICULAR TYPE OF PLANT MATERIAL USED.
- THE PROPERTY OWNER IS RESPONSIBLE FOR REGULAR WEEDING, MOWING, IRRIGATION, FERTILIZING, PRUNING AND OTHER MAINTENANCE OF ALL PLANTINGS. THE REQUIRED LANDSCAPING MUST BE MAINTAINED IN A HEALTHY, GROWING CONDITION AT ALL TIMES.
- ALL LANDSCAPING WITHIN THE VISIBILITY TRIANGLES SHALL COMPLY WITH THE VISIBILITY TRIANGLE REQUIREMENTS AS STATED IN CHAPTER IX OF THE CITY CODE.
- ALL OUTSIDE STORAGE AREAS ARE SCREENED FROM PUBLIC STREET ROW AND ADJOINING PROPERTY BY MINIMUM 8 FT HIGH SCREENING DEVICE.

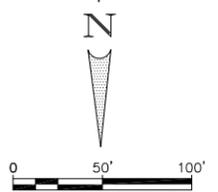
NOTE:
1. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH THE CITY OF ARLINGTON STDS. & SPECS.

FAIN • CUPPET
LANDSCAPE ARCHITECTS, LLC
8233 Mid Cities Blvd. Suite B
North Richland Hills, TX 76182-4761 817-479-0730
PLANNING AND OPEN SPACE PLANNING • LANDSCAPE ARCHITECTURE • IRRIGATION DESIGN

THIS ELECTRONIC DRAWING FILE IS RELEASED UNDER THE AUTHORITY OF GREGORY A. CUPPET, LANDSCAPE ARCHITECT REGISTRATION NUMBER 2972 ON 07/28/16, WHO MAINTAINS THE ORIGINAL FILE. THIS ELECTRONIC DRAWING FILE MAY BE USED AS A BACKGROUND DRAWING. PURSUANT TO RULE 3.103(F) OF THE RULES AND REGULATIONS OF THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS, THE USER OF THIS ELECTRONIC DRAWING FILE AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY MODIFICATION TO OR USE OF THIS DRAWING FILE THAT IS INCONSISTENT WITH THE REQUIREMENTS OF THE RULES AND REGULATIONS OF THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS. NO PERSON MAY MAKE MODIFICATIONS TO THIS ELECTRONIC DRAWING FILE WITHOUT THE LANDSCAPE ARCHITECT'S EXPRESS WRITTEN PERMISSION.

CAUTION!!!
UNDERGROUND UTILITIES ARE LOCATED IN THIS AREA. 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITIES, CONTACT LINE LOCATES FOR FRANCHISE UTILITY INFO. CALL BEFORE YOU DIG.
TEXAS EXCAVATION SAFETY SYSTEM (TESS) 1-800-344-8377
TEXAS ONE CALL SYSTEMS 1-800-245-4545
LONE STAR NOTIFICATION CENTER 1-800-669-8344 EXT. 5

BEFORE YOU DIG...



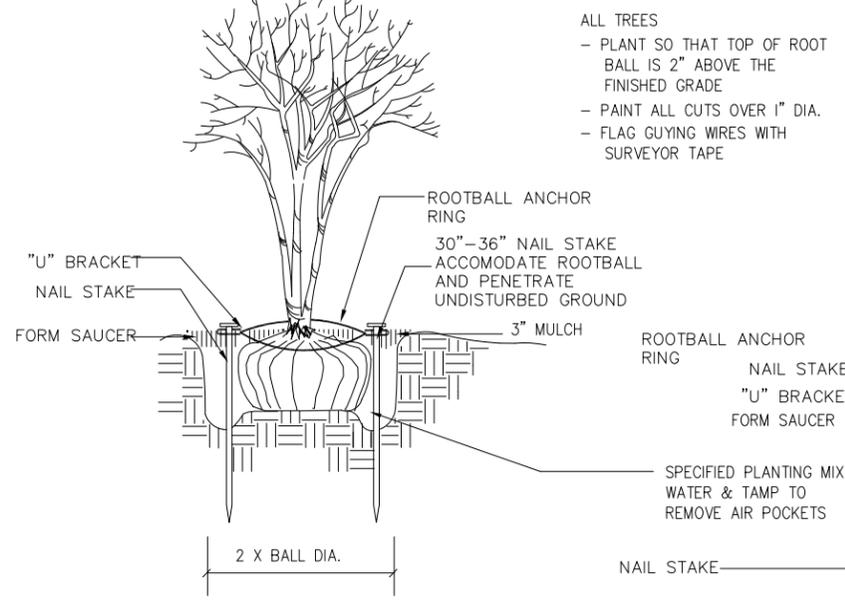
Winkelmann & Associates, Inc.
CONSULTING CIVIL ENGINEERS ■ SURVEYORS
6726 HILLCREST PLAZA, IRVING, TEXAS 75039
(972) 490-7099
Texas Engineers Registration No. 89
Texas Surveyors Registration No. 10066-05
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J. Cuppet
REGISTERED LANDSCAPE ARCHITECT
2872
STATE OF TEXAS
07/28/2016

LANDSCAPE PLAN
COSTCO
ARLINGTON, TEXAS

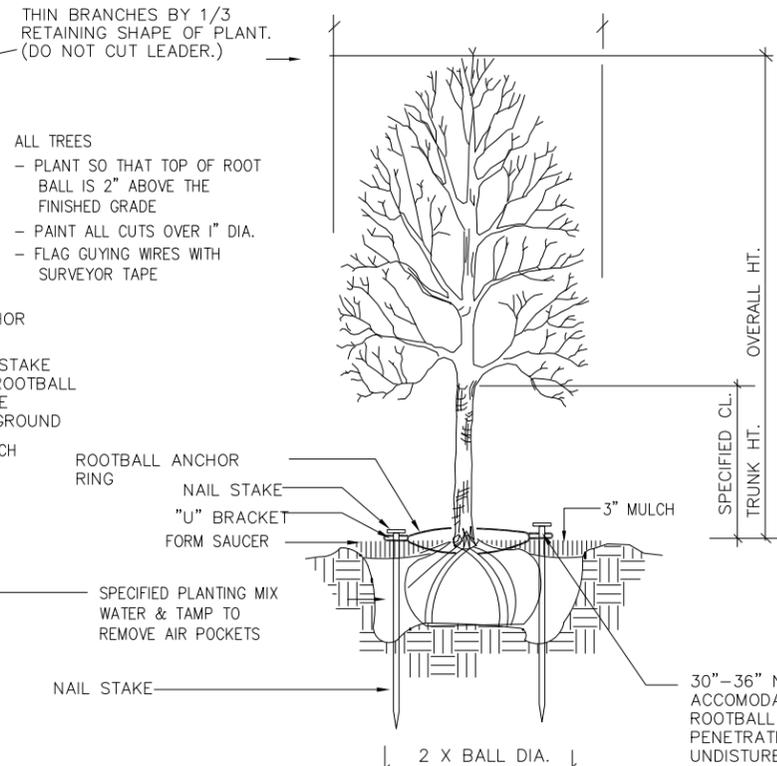
07-01-2016
L-1

Contact Information:
TREE STAKE SOLUTIONS
 www.treestakesolutions.com
JEFF TULEY
 903-676-6143



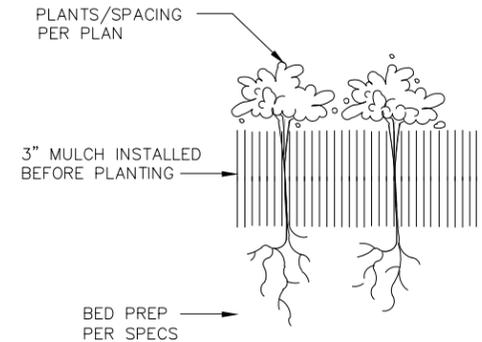
STAKING FOR MULTI-TRUNK TREES & TREES 2" CAL. & UNDER

SCALE: NOT TO SCALE



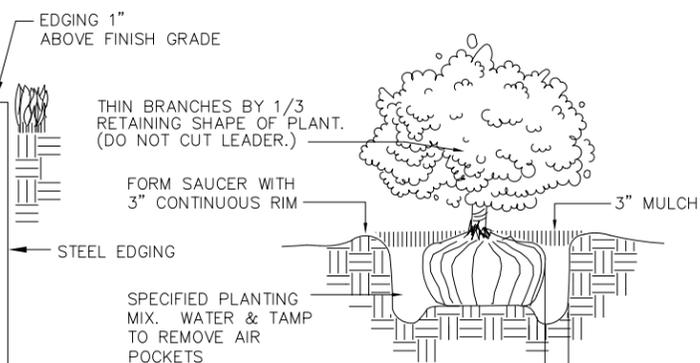
SAFETY STAKE BY TREE STAKE SOLUTIONS

SCALE: NOT TO SCALE



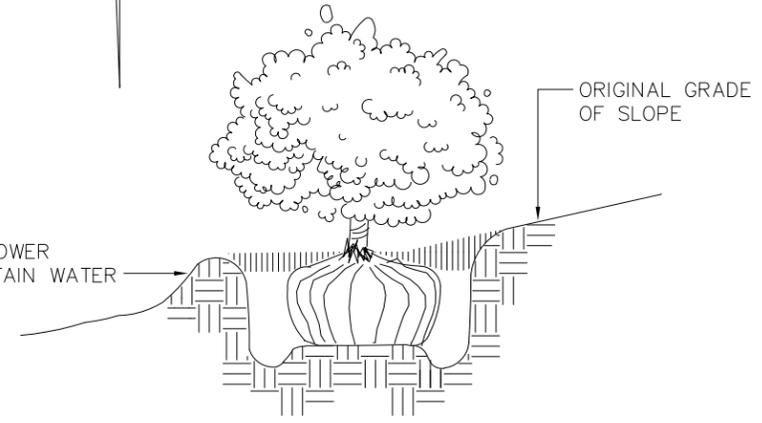
BEDDING PLANTS/ EDGING DETAIL

SCALE: NOT TO SCALE



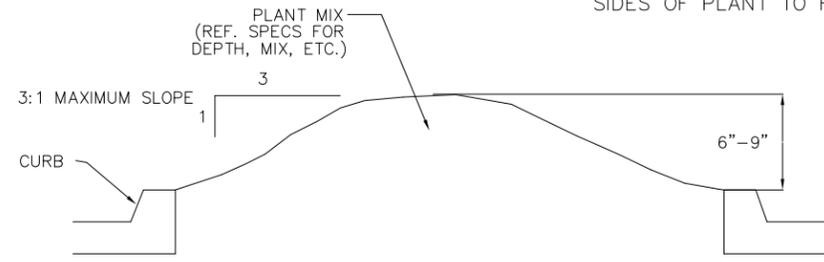
SHRUB PLANTING

SCALE: NOT TO SCALE



TREE/SHRUB PLANTING ON SLOPES

SCALE: NOT TO SCALE



TYPICAL PARKING LOT ISLAND MOUNDING

SCALE: NOT TO SCALE

PLANTING NOTES:

1. PRIOR TO PLANTING, CONTRACTOR SHALL CONTACT LANDSCAPE ARCHITECT TO APPROVE NEW TREES ON SITE. LANDSCAPE ARCHITECT SHALL MAKE ONE TRIP TO SITE TO INSPECT TREES. ALL TREES SHALL BE STORED AND HEELED IF REQUIRED PRIOR TO CONTACTING LANDSCAPE ARCHITECT FOR INSPECTION.
2. ALL PLANT MATERIAL TO BE NURSERY GROWN STOCK.
3. CONTRACTOR RESPONSIBLE FOR MAINTENANCE OF ALL PLANT MATERIAL UNTIL PROJECT ACCEPTANCE.
4. ALL CONTAINER GROWN PLANTS TO HAVE FULL, VIGOROUS ROOT SYSTEM, COMPLETELY ENCOMPASSING CONTAINER.
5. ALL PLANTS WELL ROUNDED AND FULLY BRANCHED. ALL TREES WITH SPREAD 2/3 OF HEIGHT.
6. CONTRACTOR TO PROVIDE OWNER WITH PREFERRED MAINTENANCE SCHEDULE OF ALL PLANTS AND LAWNS.
7. MAINTAIN/PROTECT VISIBILITY TRIANGLE WITH PLANT MATERIAL PER CITY STANDARDS AT ALL ENTRANCES TO SITE.
8. PREP ENTIRE WIDTH OF ALL DEFINED PLANTING BEDS WITH MIX AS OUTLINED IN SPECS. WHERE SHRUBS ARE LOCATED ALONG CURB, SET SHRUBS BACK FROM CURB 3 FT.
9. SEE THIS SHEET FOR PLANTING DETAILS.
10. CONTRACTOR RESPONSIBLE FOR LOCATION OF ALL UTILITIES, INCLUDING BUT NOT LIMITED TO TELEPHONE, TELECABLE, ELECTRIC, GAS, WATER AND SEWER. ANY DAMAGE TO UTILITIES TO BE REPAIRED BY CONTRACTOR AT NO COST TO OWNER.
11. EXISTING TREES ARE SHOWN TO REMAIN. CONTRACTOR SHALL PRUNE WITH APPROVAL OF OWNER AND CITY ARBORIST. WORK TO INCLUDE REMOVAL OF ALL SUCKER GROWTH; DEAD AND DISEASED BRANCHES AND LIMBS; VINES, BRIARS AND OTHER INVASIVE GROWTH; AND ALL INTERFERING BRANCHES, AS WELL AS BRANCHES THAT OBSTRUCT SIGN VISIBILITY. MAKE ALL CUTS FLUSH TO REMAINING LIMB. RETAIN NATURAL SHAPE OF PLANT. ALL WORK SUBJECT TO APPROVAL OF OWNER'S REPRESENTATIVE.
12. QUANTITIES ARE PROVIDED AS A COURTESY AND NOT INTENDED FOR BID PURPOSES. CONTRACTOR TO VERIFY PRIOR TO PRICING.
13. INSTALL EDGING BETWEEN LAWN AND PLANTING BEDS. REFER TO SPECIFICATIONS. FILE ALL CORNERS SMOOTH.
14. INSTALL CURLEX BLANKET (OR EQUAL) PER MANUFACTURERS INSTRUCTIONS ON ALL GROUNDCOVER/SHRUB BEDS WITH A SLOPE OF 4:1 OR GREATER.
15. AT TIME OF PLAN PREPARATION, SEASONAL PLANT AVAILABILITY CANNOT BE DETERMINED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SECURE AND RESERVE ALL B&B PLANTS WHEN AVAILABLE IN CASE ACTUAL INSTALLATION OCCURS DURING THE OFF-SEASON. PURCHASE AND HOLD B&B PLANTS FOR LATE SEASON INSTALLATION.
16. BERM ALL PARKING LOT ISLANDS AS SHOWN ON ENCLOSED DETAIL SHEET. (BERMS MAY NOT BE SHOWN ON GRADING PLAN.)
17. PRIOR TO TREE PLANTING, CONTRACTOR SHALL STAKE TREE LOCATIONS FOR APPROVAL BY OWNER.

PLANT LIST

Symbol	Quantity	Code Name	Scientific Name	Common Name	Planting Size	Comments
⊙	1	Juvi	<i>Juniperus virginiana</i>	Eastern red cedar	4"-Cal	B & B, Single straight trunk
⊗	9	Ultr	<i>Ulmus crassifolia</i>	Cedar elm	4"-Cal	B & B, Single straight trunk
○	Approx 24	IlcoD	<i>Ilex cornuta 'Dwarf Burford'</i>	Dwarf Burford holly	5-Gal	36" O.C., Contractor to confirm
▨	1450	Ultr	<i>Liriope gigantea</i>	Giant liriope	4" pot	12" O.C.
+	5275	Ultr	<i>Trachelospermum asiaticum</i>	Asian Jasmine	4" pot	12" O.C.
⊕	411	Ultr	<i>Nassella tenuissima</i>	Mexican feathergrass	1-Gal	24" O.C.
⊖				Gravel	4" Depth	Match existing

FAIN • CUPPET
LANDSCAPE ARCHITECTS, LLC
 8233 Mid Cities Blvd, Suite B
 North Richland Hills, TX 76182-4761 817-479-0730
 PUBLIC AND OPEN SPACE PLANNING • LANDSCAPE ARCHITECTURE • IRRIGATION DESIGN

THIS ELECTRONIC DRAWING FILE IS RELEASED UNDER THE AUTHORITY OF GREGORY A. CUPPET, LANDSCAPE ARCHITECT REGISTRATION NUMBER 2672 ON 06/24/16, WHO MAINTAINS THE ORIGINAL FILE. THIS ELECTRONIC DRAWING FILE MAY BE USED AS A BACKGROUND DRAWING. PURSUANT TO RULE 3.103(F) OF THE RULES AND REGULATIONS OF THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS, THE USER OF THIS ELECTRONIC DRAWING FILE AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY MODIFICATION TO OR USE OF THIS DRAWING FILE THAT IS INCONSISTENT WITH THE REQUIREMENTS OF THE RULES AND REGULATIONS OF THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS. NO PERSON MAY MAKE MODIFICATIONS TO THIS ELECTRONIC DRAWING FILE WITHOUT THE LANDSCAPE ARCHITECT'S EXPRESS WRITTEN PERMISSION.

PLANTING DETAILS

APPROV. _____
 REVISION _____
 DATE _____
 No. _____

Winkelmann & Associates, Inc.
 CONSULTING CIVIL ENGINEERS ■ SURVEYORS
 6726 HILLCREST PLAZA, DFW, SUITE 325 (972) 460-7096
 1000 WEST LOOP SOUTH, SUITE 405 (972) 460-7096
 TEXAS ENGINEERING REGISTRATION NO. 69166-05
 COPYRIGHT © 2016, Winkelmann & Associates, Inc.

J. Cuppet
 LANDSCAPE ARCHITECT
 07/28/2016

LANDSCAPE DETAILS
COSTCO
 ARLINGTON, TEXAS

58816.07(10)
 C:\Users\Public\Documents\Gregg\Documents\Winkelmann\Costco, Arlington\001360-13-LA.dwg

Case Information



Applicant: MG2 Corporation represented by Terry Odle

Property Owner: Costco Wholesale

Sector Plan: East

Council District: 3

Allowable Uses: Limited Community Commercial Uses plus Package Liquor Store

Development History: The subject site is currently platted and commonly known as Lot 2R, Block 4 of the Highlands Addition. The subject site is currently developed with a Costco Wholesale store and gasoline sales station.

Previous zoning cases in the general vicinity in the past five years include:

Case No.	Location	Request	Disposition
PD15-2	East	Planned Development (PD) for Office Commercial (OC) uses plus an Independent Senior Living Facility, with a development plan	Approved

Transportation: The proposed development has two access points off West Arbrook Boulevard, one off of Matlock Road, and two off of Highlander Boulevard.

Thoroughfare	Existing	Proposed
West Arbrook Boulevard	130 foot ROW 4 lane divided major arterial	120 foot ROW 6 lane divided major arterial
Highlander Boulevard	70 foot ROW 4 lane undivided major collector	70 foot ROW 4 lane undivided major collector
Matlock Road	120 foot ROW 6 lane divided major arterial	120 foot ROW 6 lane divided major arterial

Traffic Impact: The proposed zoning change will not significantly impact the adjacent roadway systems.

Water & Sewer: The existing site has water and sewer service.

Case Information



Drainage: The site is located in the Johnson Creek drainage basin. The site has no portion within the FEMA floodplain. No significant drainage impacts are expected to result from development of this site as long as all relevant city ordinances are complied with.

Fire: Fire Station Number 6, located at 2620 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

The proposed 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 Association
Forest Hills Home Owners Association
Northern Arlington Ambience
West Citizen Action Network (WeCan)
Westador Addition
Harold Patterson Community Association
Scots Wood Estates Neighborhood Watch
Southwest Arlington Property Owners (SWAPO)

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

PLANNING AND ZONING COMMISSION SUMMARY:

Public Hearing: September 7, 2016

Zoning Case PD16-15 (Costco Wholesale Liquor Addition – 600 West Arbrook Boulevard)

Application to change the zoning on approximately 15.590 acres from Community Commercial (CC) to Planned Development (PD) for limited Community Commercial (CC) uses plus a Package Liquor Store, with a Development Plan; generally located south of West Arbrook Boulevard and east of Matlock Road.

Present to speak in support of this case were Terry Odle, 18200 Von Karman Avenue #910, Irvine, CA 92612, and David Rogers, 999 Lake Drive, Issaquah, WA 98027. Also present in support was Michael Clark, 6750 Hillcrest Plaza #325, Dallas, TX 75230.

Case Information



Commissioner Smith III moved to Approve Zoning Case PD16-15. Seconded by Commissioner Ron Smith, the motion was approved by a vote of 6-1-0.

APPROVED

Staff Report



Alternate Sign Plan ASP16-2 (Hurricane Harbor)	
City Council Meeting Date: 10-25-16	Document Being Considered: Ordinance

RECOMMENDATION

Approve an ordinance for an Alternate Sign Plan on approximately 46 acres zoned Entertainment District Overlay – Community Commercial (EDO-CC) on certain property known as 1800 East Lamar Boulevard, generally located north of East Interstate 30 Highway and west of Ballpark Way.

PRIOR BOARD OR COUNCIL ACTION

On September 21, 2016, the Planning and Zoning Commission recommended approval, by a vote of 7-0-0.

On October 11, 2016, City Council approved first reading of ASP16-2, by a vote of 7-0-0.

REQUEST

The applicant is requesting approval of an Alternate Sign Plan (ASP) for approximately 46 acres of land, commonly known as Brookhollow/ Arlington Addition, Block 11, Site 1R1, and generally located at 1800 E. Lamar Boulevard. The site is zoned Entertainment District Overlay- Community Commercial (EDO-CC).

Conditions	Hurricane Harbor ASP16-2
1. An alternate sign plan applies only to property that has 500 feet or more of continuous frontage on a freeway or arterial street.	Site is approximately 46 acres and has over 2000 linear feet of continuous frontage on West Interstate Highway 30, a controlled access freeway.

ANALYSIS

The subject site is located north of West Interstate 30 Highway and west of Ballpark Way. The site is currently developed as Hurricane Harbor Amusement Park, a large site, which is bordered by almost the entire 1800 block of East Lamar Boulevard on the north, Wet-N-Wild Way to the south, and Baird Farm Road on the west. The property to the east of the subject site is developed as the Bank of America office building. The site houses a wide variety of outdoor entertainment uses.

The current signage for the overall development has remained in its original configuration since its establishment in 1982. The new sign will be located approximately 1500-feet east of the current sign position. The general sign standards do not allow pole signs in the EDO as well as Electronic Message Centers (EMC) on pole signs.

The proposed Alternate Sign Package (see attached) outlines the intent, size, general location, and type of illumination for the sign that is proposed to be installed.

Sign Location	UDC Standards	Existing Signage	Proposed Signage
Wet-N-Wild Way <i>(replace existing)</i>	20-foot tall/ 100-square-foot ground sign	One, 55-foot tall/ 1200-square-foot ground sign	Existing sign to be removed and replaced by one, 50-foot tall/ 672-square-foot electronic message center sign

The proposed electronic message center (EMC) shall be required to meet the following standards identified by the UDC Section 7.6.9;

- EMC must include an auto-dimming feature.
- EMCs are only allowed on freeways and arterials and not allowed in DB zoning district.
- A maximum of one EMC shall be permitted per lot.
- EMC signs shall obtain an annual inspection and pay the appropriate fee as shown on the fee schedule.
- Changeable Messages are allowed as follows:
 1. Message must change simultaneously on the entire sign face.
 2. Messages on an EMC must continuously display the message for at least 12 seconds.
 3. Scrolling, video, or animated messages are prohibited.
 4. Letter height shall be based on sight distance of one inch of height per 36 feet of sight distance, providing a minimum 10-inch letter height on an arterial street and minimum 18-inch letter height on a controlled access freeway.

FINANCIAL IMPACT

None

ADDITIONAL INFORMATION

Attached:

Ordinance with Exhibits A and B
Site Plan (5 pages)
Case Information with P&Z Summary

Under separate cover:

None

Available in the City Secretary's office:

None

STAFF CONTACTS

Jennifer Pruitt, AICP, LEED AP
Development Planning Manager
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

Ordinance No. _____

An ordinance adopting Alternate Sign Plan, ASP16-2, on certain property known as 1800 East Lamar Boulevard zoned Entertainment District Overlay-Community Commercial (EDO-CC); 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 Alternate Sign Plan ASP16-2 on September 21, 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 alternate sign plan will: complement or be compatible with the surrounding uses and facilities; contribute to, enhance or promote the welfare of the area of Hurricane Harbor 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 alternate sign package be approved. NOW, THEREFORE

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

1.

An alternate sign plan is hereby granted for the property known as 1800 East Lamar Boulevard as described in Exhibit A, and commonly known as Hurricane Harbor Waterpark. The overall context of the proposed signage shall be in compliance with this ordinance, the conditions stated in Exhibit B, and the attached alternate sign 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.

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.

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 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)

8.

This ordinance shall become effective upon second publication.

PRESENTED AND GIVEN FIRST READING on the 11th day of October, 2016, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the 25th day of October, 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 _____

ASP16-2

EXHIBIT "A"

BEING approximately 46 acres of land with frontage on East Lamar Boulevard, Baird Farm Road and Wet-N-Wild Way and commonly known as Block 11, Site 1R1, of the Brookhollow Addition;

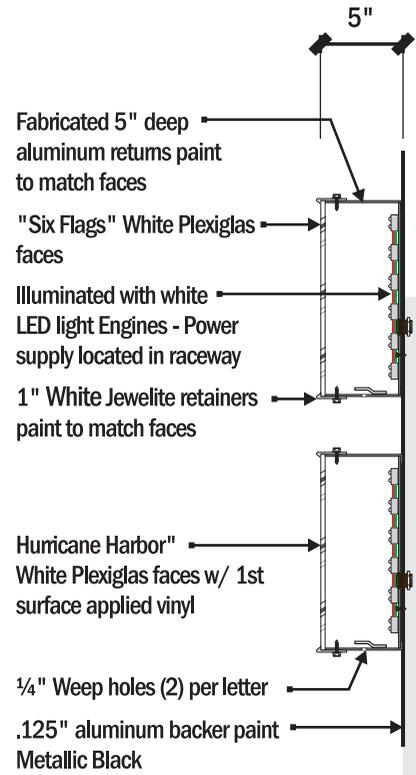
AND being generally located north of East Interstate 30 Highway and west of Ballpark Way with the address being 1800 East Lamar Boulevard.

ASP16-2

EXHIBIT "B"

1. The proposed alternate sign plan will serve the area of land within the boundary of the Hurricane Harbor only.
2. This plan shall only apply to the sign referenced in the affiliated alternate sign plan. This plan identifies one sign.
3. The freestanding sign shall provide an aluminum frame and skin with a 48X14 Electronic Message Center (EMC) mounted on top.
4. This EMC shall include an auto-dimming feature, obtain an annual inspection and pay the appropriate fee as shown on the fee schedule, and shall be lighted so that at a distance of 10 feet the light intensity does not exceed 11,000 lumens.
5. Changeable Messages are allowed as follows:
 - a. Message must change simultaneously on the entire sign face.
 - b. Messages on an EMC must continuously display the message for at least 12 seconds.
 - c. Scrolling, video, or animated messages are prohibited.
 - d. Letter height shall be based on sight distance of one inch of height per 36 feet of sight distance, providing a minimum 10-inch letter height on an arterial street and minimum 18-inch letter height on a controlled access freeway.
6. A permit shall be obtained for each proposed sign and will be subject to staff review.
7. Minor deviations to the signs may be approved administratively; however, major changes to the proposed signage, as determined by the Director of Community Development and Planning or his designee, will require approval from the Planning and Zoning Commission and City Council.
8. The overall context of the signage must be in compliance with the attached alternate sign plan (5 pages).
9. In the event of a conflict between the provisions in this Exhibit B and any other exhibits to this ordinance, the provisions of Exhibit B control.



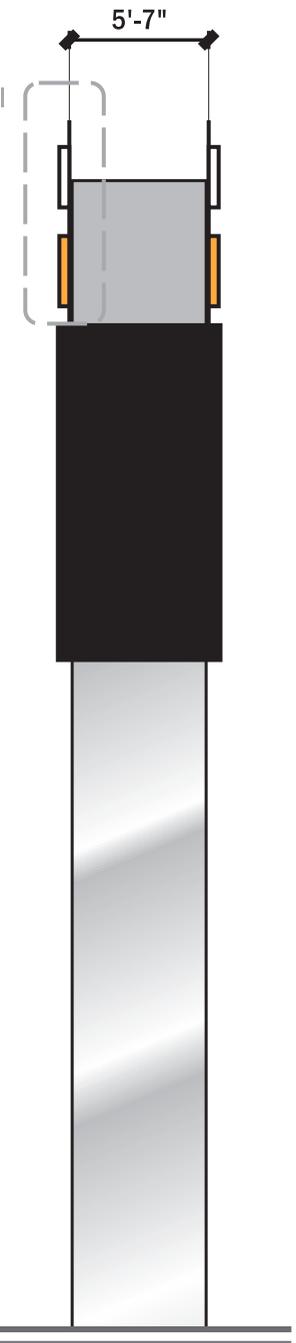


Detail Elevation



Building Elevation

See Detail



"Hurricane Harbor" letters to be Plex face channel letters illuminated with White LED's. With Sheet aluminum letter cloud painted Gloss Black

Double face fully automated electronic message center

Fabricated composite aluminum support covers

Fabricated composite aluminum 6" Reveal

Design No: 16-0192 Date: 7/27/2016



Scale: 1/8"=1'-0"

Design No: 16-0192 Date: 7/27/2016



NOTES

- Structural design conforms to the 2009 International Building Code.
- Design standard is ASCE 7-05
- Superstructure can accommodate two faces weighing up to 8,000 pounds each.

WIND

- Design winds = 90 mph. (3 sec. gust) Exposure C.
- Structure is classified occupancy category 1.
- Wind importance factor = $w = 1.0$
- Design wind pressure is 25.15 p.s.f.

SEISMIC

- Seismic load importance factor $I_s = 1.0$
- Structure is classified occupancy category II.
- Mapped spectral response accelerations:
 - $S_s = 0.111 g$
 - $S_1 = 0.046 g$
 - Site class = D
- Spectral response coefficients:
 - $R_s = 0.077$
 - $R_t = 0.115$
- Seismic design category is B.
- Seismic basic force resisting system:
 - Non-building structure not similar to building - signs and billboards.
 - Design base shear = 2.33 kips
- Seismic response coefficient: $C_s = 0.031$
- Response modification factor $R = 3$
- Analysis procedure used: Equivalent lateral force method.

STEEL

- Structural steel pipe shall conform to ASTM A262 or API 5L, with grade that corresponds to the specified yield stress.
- Structural steel plate, rods, angles, and chrome shall conform to ASTM A36.
- Structural steel wide flange shapes shall conform to ASTM A992.
- High strength bolts shall conform to ASTM A325 (unless noted otherwise).
- Nuts shall conform to ASTM A563.
- A325 bolts and nuts to be cadmium plated.
- High strength A325 bolts shall be installed according to the latest RCBC specifications.
- Bolt holes shall be the AISC standard size (unless noted otherwise).
- All high strength bolts shall be fully pretensioned (unless noted otherwise).
- Steel shall be primed and painted, except for the embedded portions of members.
- Steel welding shall be in accordance with AWS standards.
- Steel members and elements of the structure shall be fabricated and erected according to the latest AISC specifications and standard practice.

FOUNDATION & CONCRETE

- Concrete shall attain a 28-day compressive strength of $f'_c = 3000$ p.s.i.
- Allowable lateral bearing of the soil profile is an assumed 150 p.s.f./ft.
- Type and structural character of the soil profile is to be confirmed with an investigation by others.

GENERAL

- The contractor shall verify all dimensions and conditions in the field and notify the engineer of any discrepancies.
- GRC Engineering, Inc. will not be supervising or monitoring the erection/installation of this structure.
- This is an original and true drawing. It is not to be reproduced, copied, or printed in any fashion without the permission of Phillips Signs.

GRC ENGINEERING, INC.
3544 W. 147TH STREET
DALLAS, TEXAS 75244

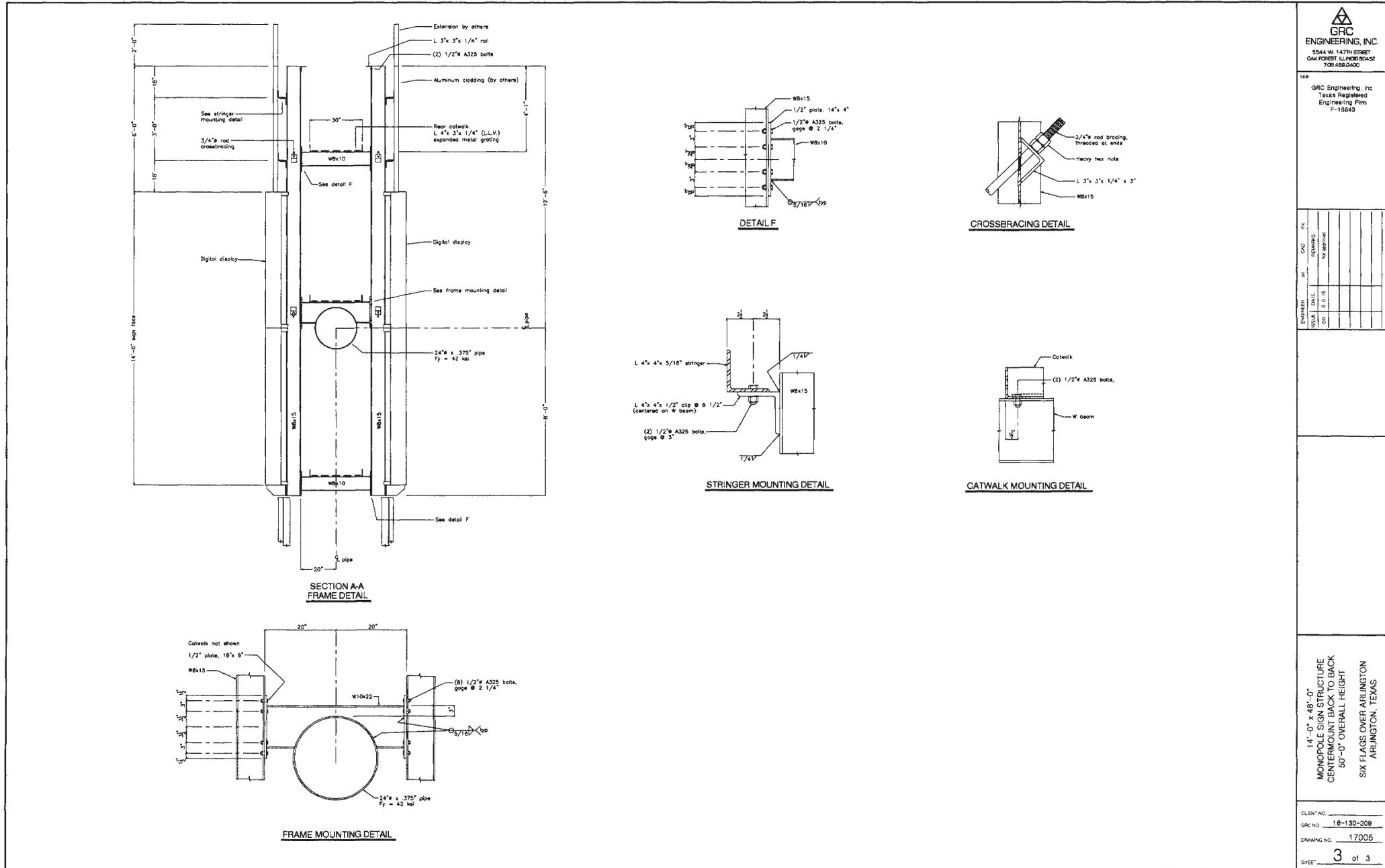
GRC Engineering, Inc.
Texas Registered
Engineering Firm
E-16943

ENGINEER	DATE	REVISION	DESCRIPTION

14'-0" x 48'-0"
MONOPOLE SIGN STRUCTURE
CENTERMOUNT BACK TO BACK
50'-0" OVERALL HEIGHT
SIX FLAGS OVER ARLINGTON
ARLINGTON, TEXAS

CLIENT NO. 16-130-209
DRAWING NO. 17035
SHEET 1 of 3

Design No: 16-0192 Date: 7/27/2016



GRC ENGINEERING, INC.
5544 W. 147TH STREET
OAK FORREST, ALLEN, TEXAS 75015
708.489.0400

GRC Engineering, Inc.
Texas Registered
Engineering Firm
F-15843

REVISION	DATE	BY	CHKD	DESC
01	0.0.16			ISSUED FOR APPROVAL

14'-0" x 48'-0"
MONOPOLE SIGN STRUCTURE
CENTERMOUNT BACK TO BACK
50'-0" OVERALL HEIGHT
SIX FLAGS OVER ARLINGTON
ARLINGTON, TEXAS

CLIENT NO. 18-130-208
DRAWING NO. 17005
SHEET 3 of 3

Case Information



Applicant: Phillips Signs represented by Jon Brdecka

Property Owner: Six Flags Fund II, LTD represented by J. Brother

Sector Plan: North

Council District: 1

Allowable Uses: All uses as itemized in attachment ii.

Development History: The subject site is currently platted as Site 1R1, Block 11, of the Brookhollow Addition.

Previous zoning cases in the general vicinity in the past five years include:

Case No.	Location	Request	Disposition
SUP14-6	2140 East Lamar Blv.	Boutique Hotel	Approved
SUP15-2	1630 East Lamar Blv.	Restaurant with drive-thru	Denied

Transportation: The proposed development has seven points of access. Four points of access are from Wet-N-Wild Way, two from East Lamar Boulevard, and one from Baird Farm Road.

Thoroughfare	Existing	Proposed
East Lamar Boulevard	130-foot, 6-lane divided arterial	130-foot, 6-lane divided arterial
Baird Farm Road	80-foot, 4-lane divided collector	120-foot, 4-lane divided collector
Wet-N-Wild Way	80-foot, 4-lane divided collector	80-foot, 4-lane divided collector

Traffic Impact: The subject zoning case will have no significant impact on traffic trips.

Water & Sewer: Water and sanitary sewer services are available to the subject site.

Drainage: The site is located in the Johnson Creek drainage basin. The site has no portion within the FEMA floodplain. No significant drainage impacts are expected to result from development of this site as long as all relevant city ordinances are complied with.

Case Information



Fire: Fire Station Number 8, located at 2020 Madison 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: AISD 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
- East Arlington Review
- Far South Arlington Neighborhood Assn
- Forest Hills HOA
- FWISD
- HEBISD
- KISD
- MISD
- Northern Arlington Ambience
- WeCan (West Citizen Action Network)
- Hunter Place North HOA
- Friends of Parkway Central Park
- Holt Road Community Watch/Neighborhood Association
- Hunter Place North HOA
- Oak Canyon HOA
- Riverbend Neighborhood
- Wood Ridge Neighborhood Assn
- The Cloisters Condominiums

Property Owners: 13
Letters of Support: 0
Letter of Opposition: 0

PLANNING AND ZONING COMMISSION SUMMARY:

Public Hearing: September 21, 2016

Zoning Case ASP16-2 (Hurricane Harbor Sign – 1800 East Lamar Boulevard)

Application to approve an Alternate Sign Plan on approximately 46 acres zoned Entertainment District Overlay – Community Commercial (EDO-CC); generally located north of East Interstate 30 Highway and west of Ballpark Way.

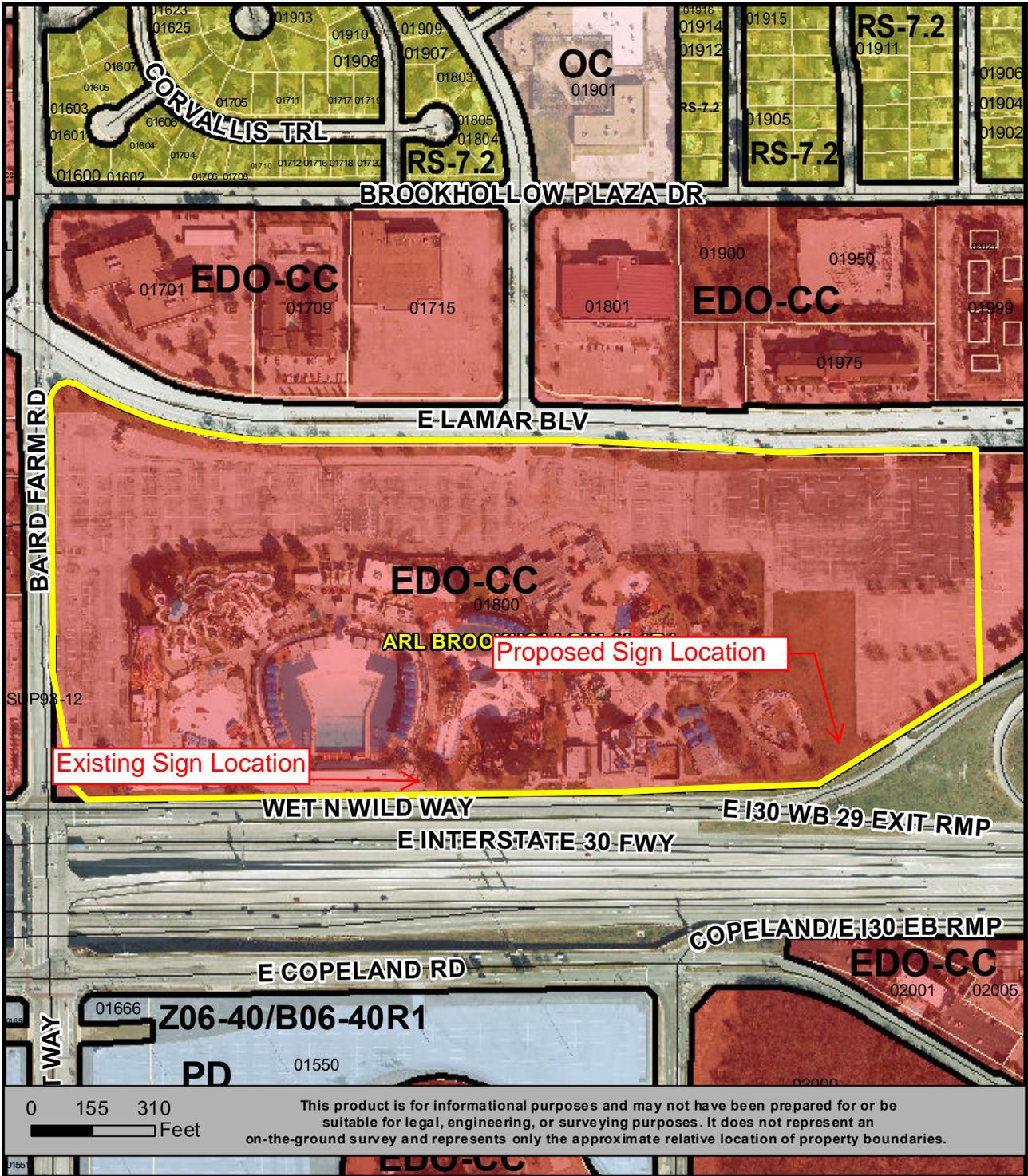
Case Information



Present in support of this case was Jon Brdecka, 2321 Dawn Mist Drive, Little Elm, TX 75068.

Commissioner Smith III moved to Approve Zoning Case ASP16-2 – Hurricane Harbor Sign. Seconded by Commissioner Ron Smith, the motion was approved by a vote of 7-0-0.

APPROVED



LOCATION MAP
ASP16-2 @ 1800 E Lamar Blvd

HURRICANE HARBOR
ALTERNATE SIGN PLAN
46.748 ACRES



ASP16-2

North of East Interstate 30 Highway and west of Ballpark Way



View of subject site frontage along East Lamar Blvd. View east.



View of adjacent properties to the east.



View of adjacent multi-family property across Baird Farm Road. View west.



View of notification sign along Wet N Wild Way. View west.

Staff Report



Alternate Sign Plan ASP16-3 (Six Flags)	
City Council Meeting Date: 10-25-16	Document Being Considered: Ordinance

RECOMMENDATION

Approve an ordinance for an Alternate Sign Plan on approximately 190 acres zoned Entertainment District Overlay – Community Commercial (EDO-CC) on certain property known as 2201 East Road to Six Flags, generally located south of East Interstate 30 Highway and east of Ballpark Way.

PRIOR BOARD OR COUNCIL ACTION

On September 21, 2016, the Planning and Zoning Commission recommended approval, by a vote of 7-0-0.

On October 11, 2016, City Council approved first reading of ASP16-3, by a vote of 7-0-0.

REQUEST

The applicant is requesting approval of an Alternate Sign Plan (ASP) for approximately 189.877 acres of land, commonly known as Great Southwest Industrial Community Number 4, Block 1, Lot 2RAR1, and generally located at 2201 E. Road to Six Flags. The site is zoned Entertainment District Overlay- Community Commercial (EDO-CC).

Conditions	Six Flags ASP16-3
1. An alternate sign plan applies only to property that has 500 feet or more of continuous frontage on a freeway or arterial street.	Site is approximately 189.877 acres and has over 3000 linear feet of continuous frontage on East Interstate Highway 30, a controlled access freeway.

ANALYSIS

The subject site is located south of East Interstate 30 Highway and east of Ballpark Way. The site is currently developed as Six Flags Amusement Park, and is a major destination in the Entertainment District Overlay. The property encompasses all of the area located between East Copeland Road, Ballpark Way, Six Flags Drive, and East Road to Six Flags Street.

The current signage for the overall development has remained in its original configuration since it was erected in the 1990's. With the proposed ASP, this sign will be removed and a new sign will be located approximately 2000-feet west of the current sign position. The general sign standards do not allow pole signs in the EDO as well as Electronic Message Centers (EMC) on pole signs.

The proposed Alternate Sign Package (see attached) outlines the intent, size, general location, and type of illumination for the sign that is proposed to be installed.

Sign Location	UDC Standards	Existing Signage	Proposed Signage
<i>East Copeland Road (replace existing)</i>	20-foot tall/ 100-square-foot ground sign	One, 50-foot tall/ 1040-square-foot ground sign	Existing sign to be removed and replaced by one, 50-foot tall/ 672-square-foot electronic message center sign

The proposed electronic message center (EMC) shall be required to meet the following standards identified by the UDC Section 7.6.9;

- EMC must include an auto-dimming feature.
- EMCs are only allowed on freeways and arterials and not allowed in DB zoning district.
- A maximum of one EMC shall be permitted per lot.
- EMC signs shall obtain an annual inspection and pay the appropriate fee as shown on the fee schedule.
- Changeable Messages are allowed as follows:
 1. Message must change simultaneously on the entire sign face.
 2. Messages on an EMC must continuously display the message for at least 12 seconds.
 3. Scrolling, video, or animated messages are prohibited.
 4. Letter height shall be based on sight distance of one inch of height per 36 feet of sight distance, providing a minimum 10-inch letter height on an arterial street and minimum 18-inch letter height on a controlled access freeway.

FINANCIAL IMPACT

None

ADDITIONAL INFORMATION

Attached:

Ordinance with Exhibits A and B
Site Plan (5 pages)
Case Information with P&Z Summary

Under separate cover:

None

Available in the City Secretary's office:

None

STAFF CONTACTS

Jennifer Pruitt, AICP, LEED AP
Development Planning Manager
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

Ordinance No. _____

An ordinance adopting Alternate Sign Plan, ASP16-3, on certain property known as 2201 East Road to Six Flags zoned Entertainment District Overlay-Community Commercial (EDO-CC); 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 Alternate Sign Plan ASP16-3 on September 21, 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 alternate sign plan will: complement or be compatible with the surrounding uses and facilities; contribute to, enhance or promote the welfare of the area of Six Flags 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 alternate sign package be approved. NOW, THEREFORE

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

1.

An alternate sign plan is hereby granted for the property known as 2201 East Road to Six Flags as described in Exhibit A, and commonly known as Six Flags Amusement Park. The overall context of the proposed signage shall be in compliance with this ordinance, the conditions stated in Exhibit B, and the attached alternate sign 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.

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.

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 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)

8.

This ordinance shall become effective upon second publication.

PRESENTED AND GIVEN FIRST READING on the 11th day of October, 2016, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the 25th day of October, 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 _____

ASP16-3

EXHIBIT "A"

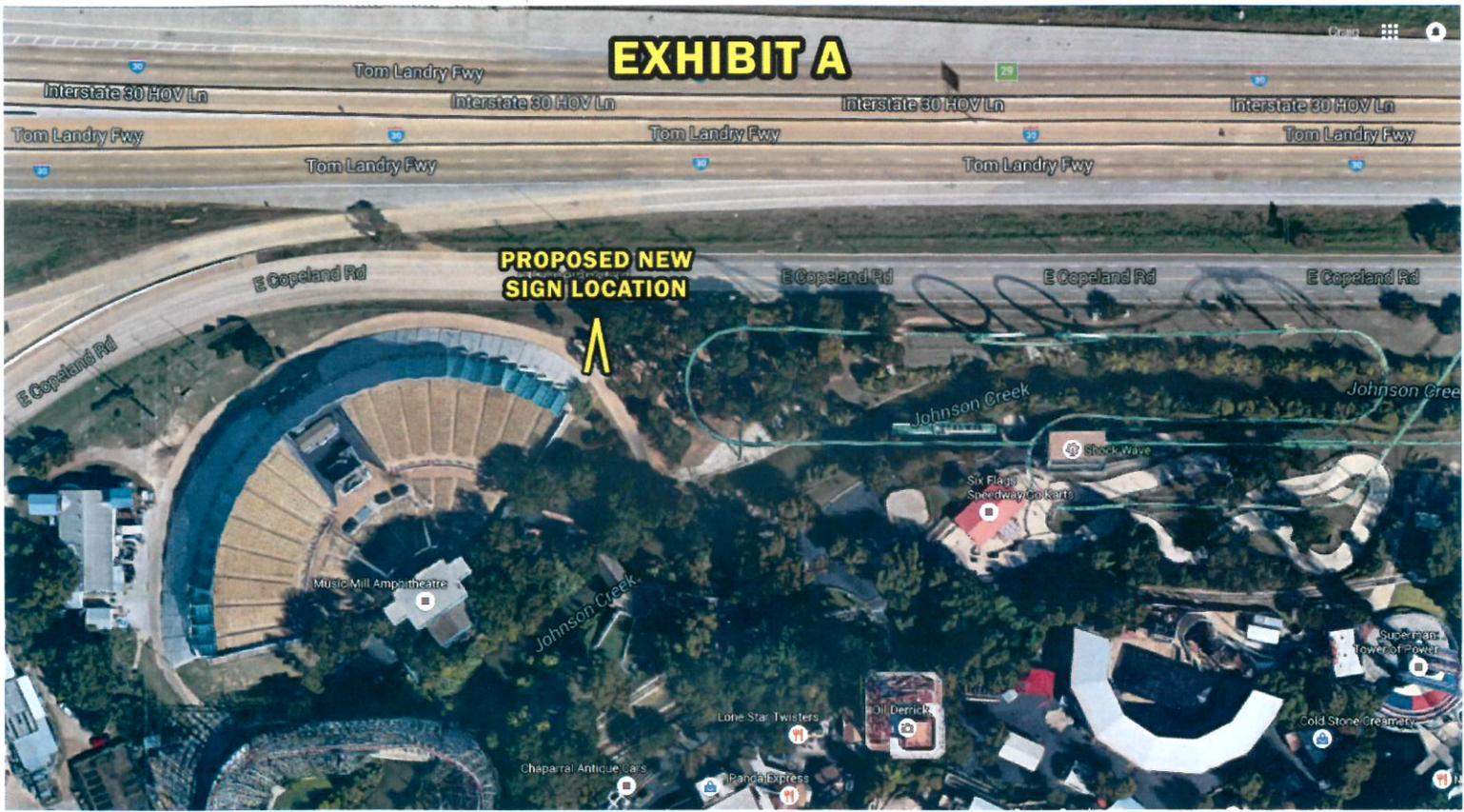
BEING approximately 190 acres of land with frontage on East Road to Six Flags Street, Ballpark Way, and East Copeland Road, and commonly known as Lot 2RAR1, Great Southwest Industrial District, Industrial Community No. 4, City of Arlington, Tarrant County, Texas,

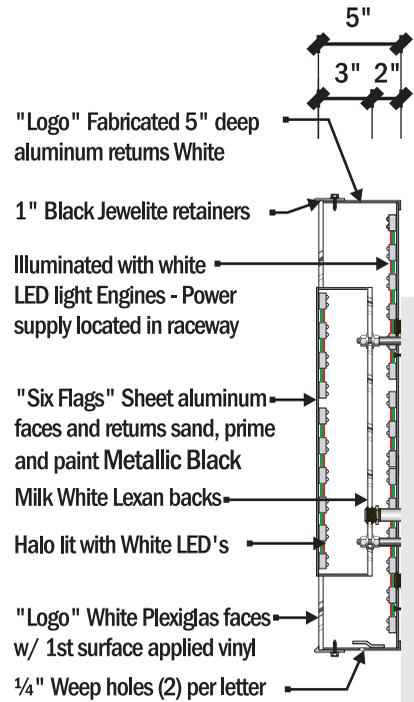
AND being generally located south of East Interstate 30 Highway and east of Ballpark Way with the address being 2201 East Road to Six Flags Street.

ASP16-3

EXHIBIT "B"

1. The proposed alternate sign plan will serve the area of land within the boundary of the Six Flags only.
2. This plan shall only apply to the sign referenced in the affiliated alternate sign plan. This plan identifies one sign.
3. The freestanding sign shall provide an aluminum frame and skin with a 48X14 Electronic Message Center (EMC) mounted on top.
4. This EMC shall include an auto-dimming feature, obtain an annual inspection and pay the appropriate fee as shown on the fee schedule, and shall be lighted so that at a distance of 10 feet the light intensity does not exceed 11,000 lumens.
5. Changeable Messages are allowed as follows:
 - a. Message must change simultaneously on the entire sign face.
 - b. Messages on an EMC must continuously display the message for at least 12 seconds.
 - c. Scrolling, video, or animated messages are prohibited.
 - d. Letter height shall be based on sight distance of one inch of height per 36 feet of sight distance, providing a minimum 10-inch letter height on an arterial street and minimum 18-inch letter height on a controlled access freeway.
6. A permit shall be obtained for each proposed sign and will be subject to staff review.
7. Minor deviations to the signs may be approved administratively; however, major changes to the proposed signage, as determined by the Director of Community Development and Planning or his designee, will require approval from the Planning and Zoning Commission and City Council.
8. The overall context of the signage must be in compliance with the attached alternate sign plan (5 pages).
9. In the event of a conflict between the provisions in this Exhibit B and any other exhibits to this ordinance, the provisions of Exhibit B control.





"Logo" Fabricated 5" deep aluminum returns White

1" Black Jewelite retainers

Illuminated with white LED light Engines - Power supply located in raceway

"Six Flags" Sheet aluminum faces and returns sand, prime and paint Metallic Black

Milk White Lexan backs

Halo lit with White LED's

"Logo" White Plexiglas faces w/ 1st surface applied vinyl

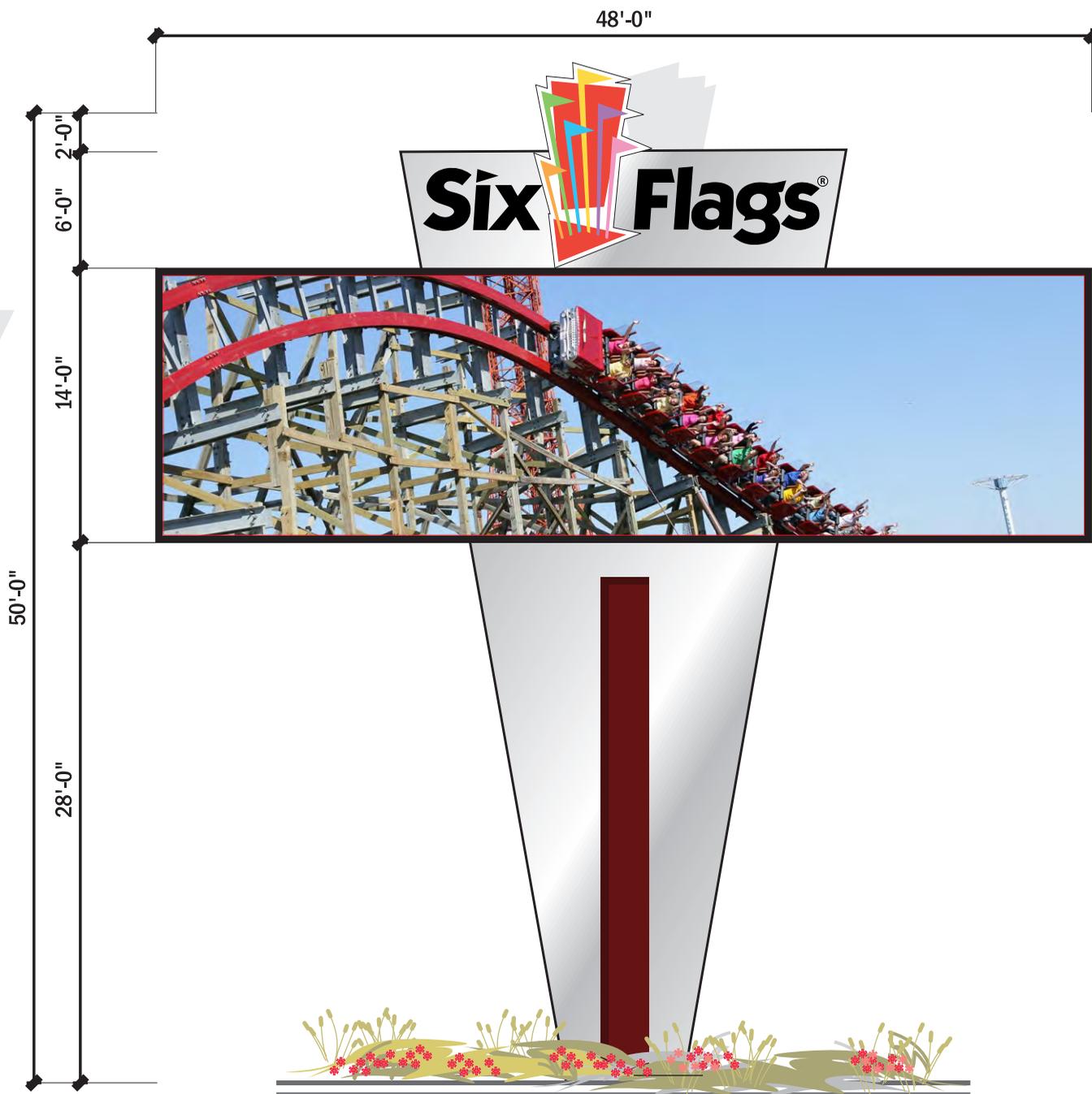
1/4" Weep holes (2) per letter

Detail Elevation

Design No: I6-0192r2 Date: 7/27/2016



Phillips
Signs



Building Elevation

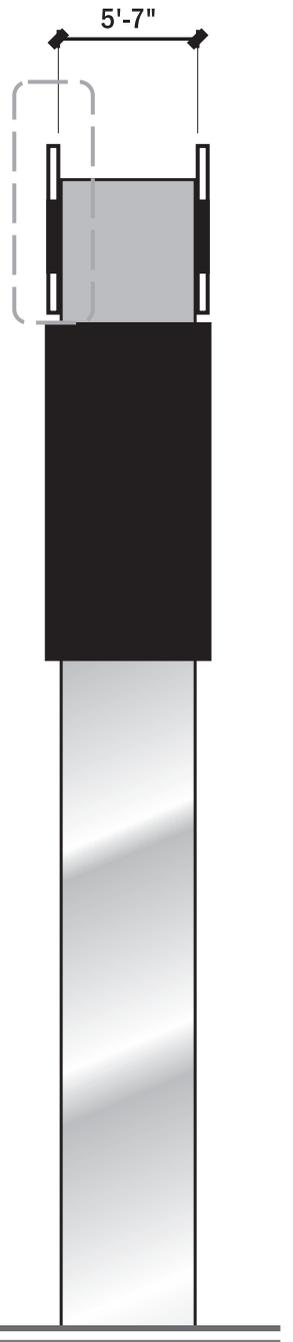
See Detail

"Six Flags" letters to be fabricated reverse channel letter with White LED Halo illumination "Logo" to be Plex face channel letters with High resolution printed graphics illuminated with White LED's.

Double face fully automated electronic message center

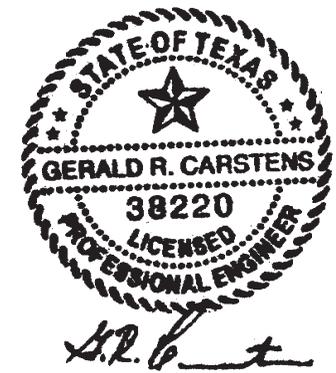
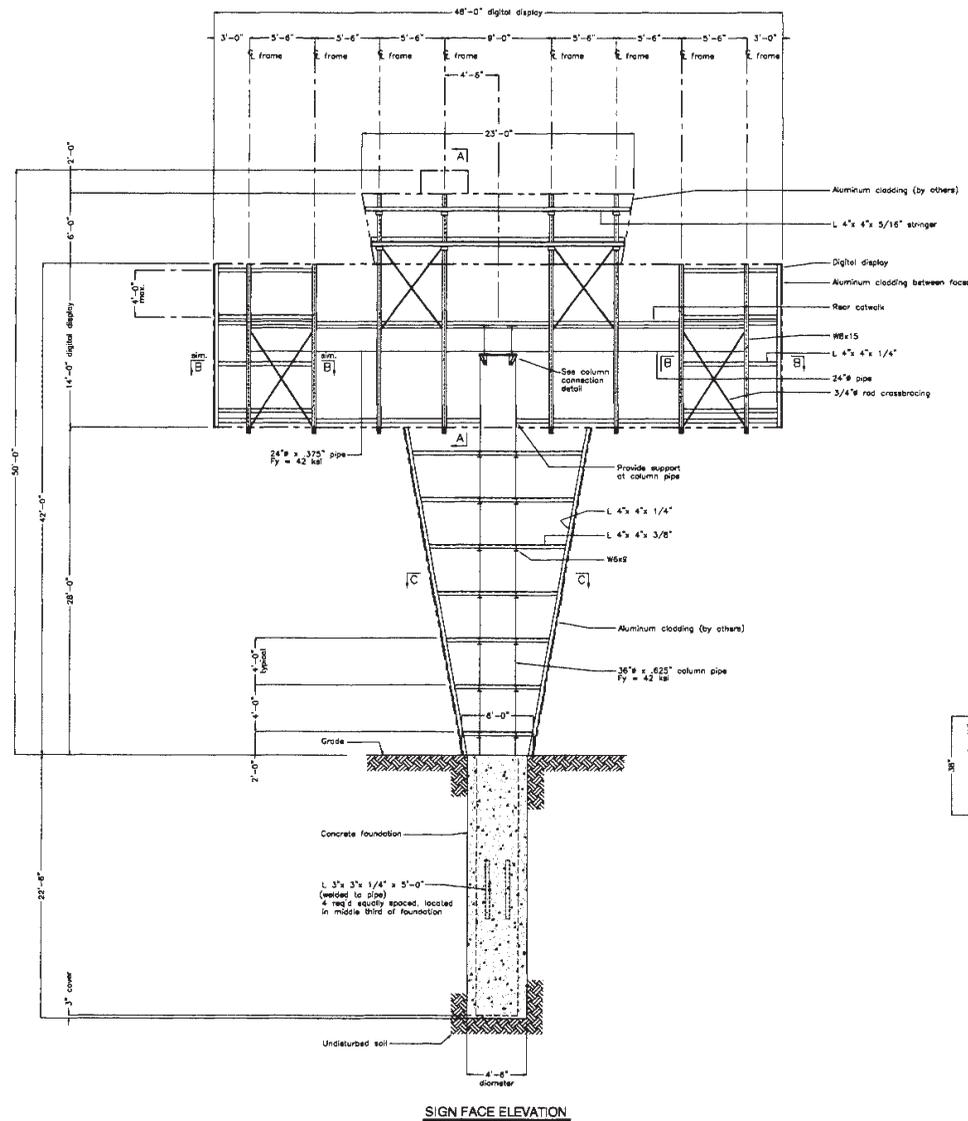
Fabricated composite aluminum support covers

Fabricated composite aluminum 6" Reveal



Scale: 1/8"=1'-0"

Design No: 16-0192r2 Date: 7/27/2016



GRC ENGINEERING, INC.
 3944 W. 147TH STREET
 OAK FOREST, ILLINOIS 60452
 708.488.0422

GRC Engineering, Inc.
 Texas Registered
 Engineering Firm
 F-16843

NO.	DATE	BY	REVISION

NOTES

- Structural design conforms to the 2009 International Building Code.
- Design standard is ASCE 7-05
- Superstructure can accommodate two faces weighing up to 8,000 pounds each.

WIND

- Design winds - 60 mph (3 sec. gust) Exposure C.
- Structure is classified occupancy category 1.
- Wind importance factor - $I_w = 1.0$
- Design wind pressure is 25.15 p.s.f.

SEISMIC

- Seismic load importance factor $I_s = 1.0$
- Structure is classified occupancy category 1.
- Mshepp spectral response accelerations
- $S_s = 0.111 g$
- $S_1 = 0.048 g$
- Site class: D
- Spectral response coefficients
- $R_s = 0.118$
- $R_e = 0.077$
- Seismic design category is B.
- Seismic basic force resisting system: Non-buildings structure not similar to building - signs and billboards.
- Design base shear: 2.38 kips
- Seismic response coefficient: $C_s = 0.031$
- Response modification factor: $R = 3$
- Analysis procedure used: Equivalent lateral force method

STEEL

- Structural steel pipe shall conform to ASTM A252 or API 5L with grade that corresponds to the specified yield stress.
- Structural steel plate, rods, angles, and channels shall conform to ASTM A36.
- Structural steel wide flange shapes shall conform to ASTM A992.
- High strength bolts shall conform to ASTM A325 (unless noted otherwise).
- Nuts shall conform to ASTM A305.
- A325 bolts and nuts to be cadmium plated.
- High strength A325 bolts shall be installed according to the latest RCSC specifications.
- Bolt holes shall be the AISC standard size (unless noted otherwise).
- All high strength bolts shall be fully pretensioned (unless noted otherwise).
- Steel shall be primed and painted, except for the embedded portions of members.
- Steel welding shall be in accordance with AWS standards.
- Steel members and elements of the structure shall be fabricated and erected according to the latest AISC specifications and standard practice.

FOUNDATION & CONCRETE

- Concrete shall attain a 28-day compressive strength of $f_c = 3000$ p.s.i.
- Allowable lateral bearing of the soil profile is an assumed 150 p.s.f./ft.
- Type and structural character of the soil profile to be confirmed with an investigation by others.

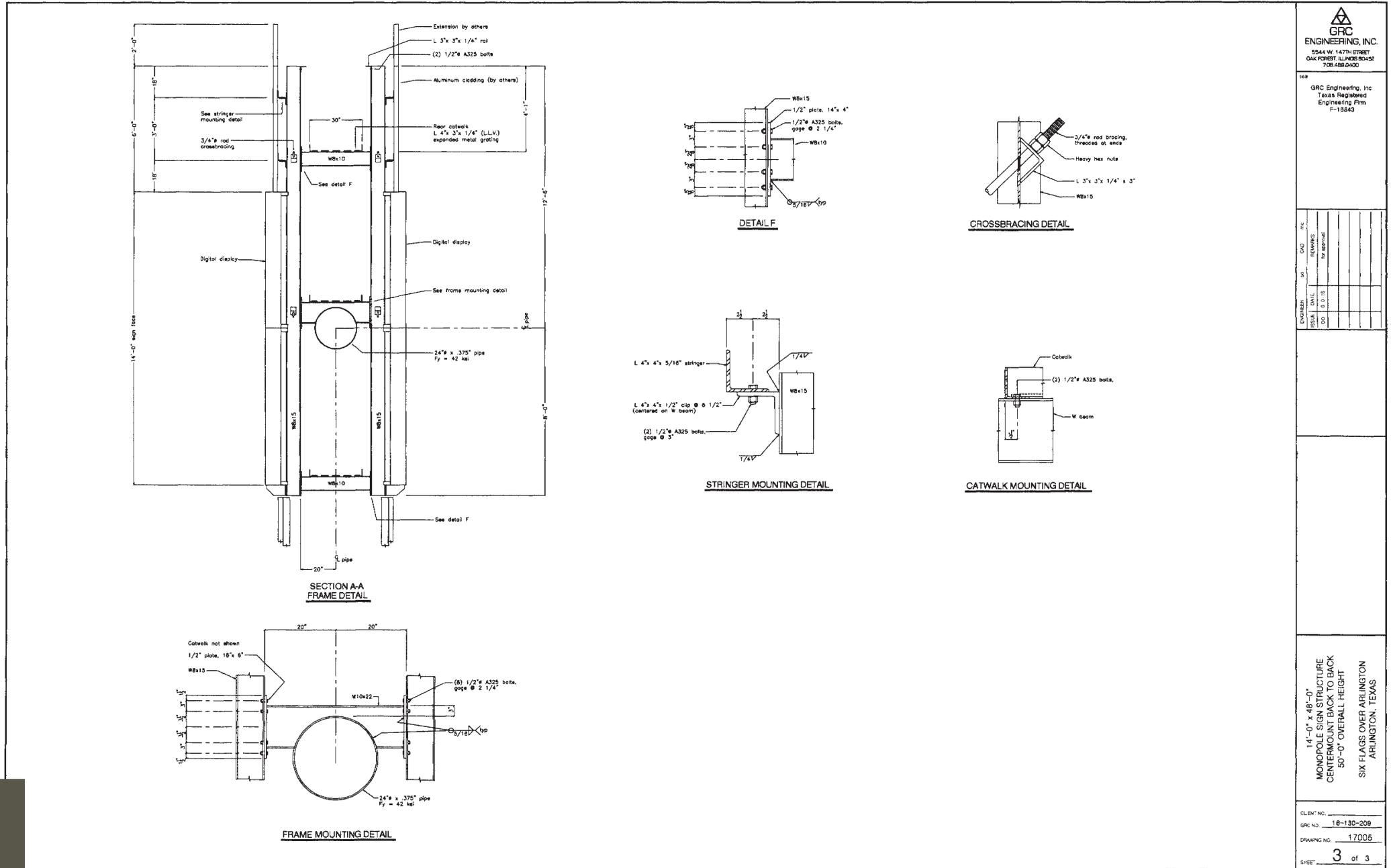
GENERAL

- The contractor shall verify all dimensions and conditions in the field and notify the engineer of any discrepancies.
- GRC Engineering, Inc. will not be supervising or monitoring the erection/installation of this structure.
- This is an original sealed drawing. It is not to be reproduced, copied, or published in any fashion without the written permission of Phillips Signs.

14'-0" x 48'-0"
 MONOPOLE SIGN STRUCTURE
 CENTERMOUNT BACK TO BACK
 50'-0" OVERALL HEIGHT
 SIX FLAGS OVER ARLINGTON
 ARLINGTON, TEXAS

CLIENT NO. GRC-13
 16-130-209
 DRAWING NO. 17005
 SHEET 1 of 3

Design No: 16-0192r2 Date: 7/27/2016



GRC ENGINEERING, INC.
 5544 W. 147th STREET
 OAK FORST, DALLAS, TEXAS 75244
 708.489.0400

GRC Engineering, Inc
 Texas Registered
 Engineering Firm
 F-15843

DATE	BY	CHKD	REVISIONS

14'-0" x 48'-0"
 MONOPOLE SIGN STRUCTURE
 CENTERMOUNT BACK TO BACK
 50'-0" OVERALL HEIGHT
 SIX FLAGS OVER ARLINGTON
 ARLINGTON, TEXAS

CLIENT NO: 18-130-208
 GRC NO: 17005
 DRAWING NO: 3
 SHEET 3 of 3

Case Information



Applicant: Phillips Signs represented by Jon Brdecka

Property Owner: Six Flags Fund II, LTD represented by J. Brother

Sector Plan: North

Council District: 1

Allowable Uses: All uses as itemized in attachment ii.

Development History: The subject site is currently platted as Great Southwest Industrial Community Number 4, Block 1, Lot 2RAR1.

Previous zoning cases in the general vicinity in the past five years include:

Case No.	Location	Request	Disposition
SUP14-6	2140 East Lamar Blv.	Boutique Hotel	Approved
SUP15-2	1630 East Lamar Blv.	Restaurant with drive-thru	Denied

Transportation: The proposed development has seven points of access. Two points of access is from East Copeland Road, one from Six Flags Drive, and one four from East Road to Six Flags Baird Farm Road.

Thoroughfare	Existing	Proposed
East Road to Six Flags	80-foot, 4-lane undivided Major Collector	120-foot, 6-lane divided Major Arterial
Ballpark Way	120-foot, 6-lane divided arterial	120-foot, 6-lane divided arterial
Six Flags Drive	100-foot, 4-lane divided collector	100-foot, 4-lane divided collector
East Copeland Road	Varied 3-lane road	varied

Traffic Impact: The subject zoning case will have no significant impact on traffic trips.

Water & Sewer: Water and sanitary sewer services are available to the subject site.

Case Information



Drainage: The site is located in the Johnson Creek drainage basin. The site has no portion within the FEMA floodplain. No significant drainage impacts are expected to result from development of this site as long as all relevant city ordinances are complied with.

Fire: Fire Station Number 11, located at 2204 Ballpark Way, provides protection to this site. The estimated fire response time is less than five minutes, which is in keeping with recommended standards.

School District: AISD 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
- East Arlington Review
- Far South Arlington Neighborhood Assn
- Forest Hills HOA
- FWISD
- HEBISD
- KISD
- MISD
- Northern Arlington Ambience
- WeCan (West Citizen Action Network)
- Parkview Addition Community
- The Cloisters Condominiums

Property Owners: 20
Letters of Support: 0
Letter of Opposition: 0

PLANNING AND ZONING COMMISSION SUMMARY:

Public Hearing: September 21, 2016

Zoning Case ASP16-3 (Six Flags Sign – 2201 East Road to Six Flags)

Application to approve an Alternate Sign Plan on approximately 190 acres zoned Entertainment District Overlay – Community Commercial (EDO-CC); generally located south of East Interstate 30 Highway and east of Ballpark Way.

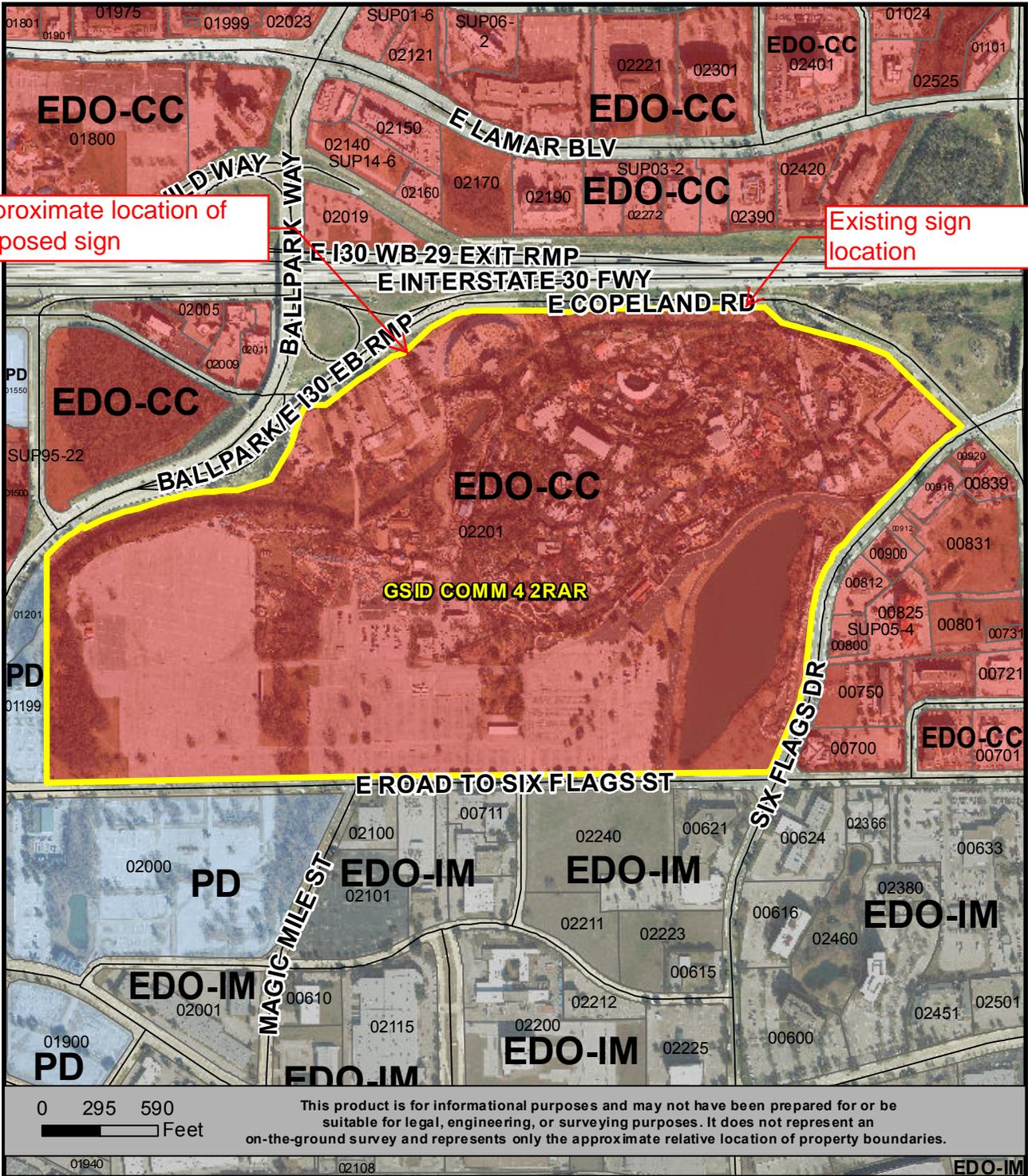
Case Information



Present in support of this case was Jon Brdecka, 2321 Dawn Mist Drive, Little Elm, TX 75068.

Commissioner Moise moved to Approve Zoning Case ASP16-3 – Six Flags Sign. Seconded by Commissioner Croxton, the motion was approved by a vote of 7-0-0.

APPROVED



LOCATION MAP
ASP16-3 @ 2201 E. Road to Six Flags

SIX FLAGS ALTERNATE SIGN PLAN
190.000 ACRES



ASP16-3

South of East Interstate 30 Highway and east of Ballpark Way



View of subject site frontage along East Road to Six Flags. View west.



View of adjacent properties to the east.



View of subject property along Copeland Road. View southeast.



View of notification sign along Six Flags Blvd. View south.

Staff Report



Arlington Independent School District Agreement (Hometown Recruiting Officer)	
City Council Meeting Date: 10-25-16	Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution authorizing the City Manager or his designee to execute a retroactive one-year agreement with the Arlington Independent School District for the Arlington Police Department to provide a Hometown Recruiting Officer.

PRIOR BOARD OR COUNCIL ACTION

A similar resolution was passed on November 10, 2015 via resolution #15-277

ANALYSIS

The Arlington Independent School District (AISD) has requested a Hometown Recruiting Officer be provided for the 2016-2017 school year. Subsequent agreements will be reviewed annually.

The Arlington Police Department, AISD, and the University of Texas at Arlington are working collaboratively towards sustaining a cornerstone program to increase local recruitment for the Arlington Police Academy upon a student's college graduation. The purpose of the program is to provide a high school Police Academy curriculum with the intent to provide a greater understanding of a career in law enforcement while providing dual credit for both high school and post-secondary education. For the 2016-17 school year, the Police Department will provide one (1) police officer to instruct and mentor students enrolled in the program.

FINANCIAL IMPACT

The Arlington Independent School District will pay the Arlington Police Department an estimated \$104,451 for a Hometown Recruiting Officer to include salary/benefits and costs associated with radio communications. Payments will be made monthly. Payments represent a year's salary/benefits compensation package for one (1) officer position.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Will Johnson Police Chief 817-459-5702 Will.Johnson@arlingtontx.gov	Os Flores Deputy Chief, Community Support 817-459-5713 Osbaldo.Flores@arlingtontx.gov
--	--

Resolution No. _____

A resolution authorizing the execution of a retroactive 2016-17 High School Police Academy Interlocal Agreement with the Arlington Independent School District relative to the Arlington Police Department providing a Hometown Recruiting Officer for the estimated amount of \$104,451

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

I.

That the City Manager or his designee is hereby authorized to execute a retroactive 2016-17 High School Police Academy Interlocal Agreement with the Arlington Independent School District, effective August 1, 2016 through July 31, 2017, relative to the Arlington Police Department providing a Hometown Recruiting Officer. The Arlington Independent School District will pay the Arlington Police Department an estimated \$104,451 for a Hometown Recruiting Officer which includes salary and benefits and costs associated with radio communications.

II.

A substantial copy of said agreement is attached hereto and incorporated herein for all intents and purposes.

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

W. JEFF WILLIAMS, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY _____


**2016-17 HIGH SCHOOL POLICE ACADEMY INTERLOCAL AGREEMENT BETWEEN
THE ARLINGTON INDEPENDENT SCHOOL DISTRICT AND
THE ARLINGTON POLICE DEPARTMENT**

THIS INTERLOCAL AGREEMENT (hereinafter referred to as "Agreement") is made and entered into by and between the Arlington Independent School District (hereinafter referred to as "AISD") and the City of Arlington through the Arlington Police Department (hereinafter referred to as (APD), for the purposes of establishing and maintaining the terms under which the APD shall provide AISD with services performed by the AISD Police Academy Officer (hereinafter referred to as "HRO") and the compensation which shall be paid to APD by AISD for services.

This Agreement shall be in effect for a period of one (1) year beginning on August 1, 2016 and ending on July 31, 2017. The parties may agree to renew this interlocal agreement for subsequent one year terms.

PURPOSE

The purpose of this agreement is to provide students the opportunity to participate in high school Police Academy curriculum that leads to a greater understanding of the field, and two-three elective credits with AISD while in grade 12 of high school.

The program's first class coincides with the start of AISD's fall 2016 "B day" classes: August 23, 2016. Course credit will be awarded through the AISD for high school academic and diploma requirements.

ELIGIBLE COURSES

The AISD and Arlington Police Department shall establish and conduct courses which are incorporated into this Agreement by reference as Attachment A.

LOCATION OF CLASS

- (1) The course under the Agreement will be delivered to high school students in AISD at Martin High School, 4501 W. Pleasant Ridge, Arlington, Texas 76016; and
- (2) Identified portions of the police academy will be delivered to students at the Arlington Police Department Training Facility, 6000 W. Pioneer Pkwy., Arlington, Texas, 76013.

PROGRAM DETAILS

- (1) Arlington Police Department and the AISD will adhere to all Rules and Guidelines stipulated in the Texas Administrative Code (TAC) and as delineated by the Texas Education Agency (TEA): [Texas Administrative Code Chapter 130; Title 19, Part II.](#)
- (2) If the TEA adopts new guidelines during the term of this Agreement, the new guidelines shall prevail at the beginning of the next school year or later as declared by TEA.
- (3) Students meeting program requirements and seeking enrollment for coursework enumerated in Attachment A, must submit the following:
 - a) high school transcript; and

Transformational Learning: Career & Technology Education

- b) complete program application.
- (4) All courses referenced in this Agreement must be taught using the AISD'S course syllabi.
- (5) Arlington Police Department and the AISD agree to a minimum of 15 students per class, with the possibility of expanding class size in subsequent years upon agreement between partners.
- (6) Student misconduct at the Arlington Police Department location will be addressed in accordance with the AISD'S [Student Code of Conduct](#). Arlington Police Department shall report disciplinary problems to the AISD. In addition, both Arlington Police Department and the AISD administration may refuse to admit students with disciplinary problems into the program. However, nothing in this agreement prohibits APD removing a student from the facility or taking any other action necessary to protect that student or any other student.

GOVERNANCE

- (1) The AISD Police Academy will:
 - a. Be governed by APD and AISD and subject to state, and federal policies; and;
 - b. Operate within the operating hours of 7:30 a.m. and 3:30 p.m. Monday through Friday for two semesters (Fall 2016 and Spring 2017).
 - c. The officer will be permitted a 45 minute working lunch.
 - d. The officer will be considered an employee of APD and shall be at the control and supervision of an APD supervisor.
 - e. Except in extreme emergency, the officer should not be called away from his police academy class, this being destructive to the teacher/student relationship.

STUDENT ELIGIBILITY

A student is eligible to enroll in the AISD Police Academy program if he or she:

- (a) Is at least 17 years of age;
- (b) Is in the twelfth grade; and
- (c) Demonstrates college readiness by achieving the minimum passing standards under the guidelines established by the Arlington ISD with attendance and behavioral background.

COURSE CURRICULUM, INSTRUCTION AND GRADING

Course content and scheduled contact hours will adhere to the AISD educational guidelines. The course curriculum is intended to match TEA TEKS and TCOLE standards. Grading will adhere to the AISD grading policy and procedures. In addition, all coursework will be taught and grades assessed according to AISD instructional and grading policies. Courses will be conducted during the normal calendar year and during the normal school hours.

Arlington Police Department shall provide a commissioned Arlington police officer (HRO) as an

instructor to teach the agreed upon course.

JOINT PLANNING

Arlington ISD and APD will evaluate the contract prior to the start of the fall semester to determine if the inter local agreement will be renewed.

The Arlington Police Department and AISD will convene on a yearly basis to discuss textbook selection. Arlington Police Department will offer a recommendation on the textbook selection for courses delineated in Attachment A. Textbooks, if applicable, will be provided at the expense of AISD.

DUTIES OF THE ARLINGTON POLICE DEPARTMENT

Arlington Police Department shall adhere to the following duties:

- (1) Introduction to and recruitment of the AISD Police Academy;
- (2) Instructional Strategies:
 - (a) Develop and implement lesson plans that fulfill the requirements of district's curriculum program and show written evidence of preparation as required.
 - (b) Prepare lessons that reflect accommodations for differences in student learning styles.
 - (c) Present subject matter according to guidelines established by Texas Education Agency, board policies and administrative regulations.
 - (d) Plan and use appropriate instructional and learning strategies, activities, materials, and equipment that reflect understanding of the learning styles and needs of students assigned.
 - (e) Conduct assessment of student learning styles and use results to plan instructional activities.
 - (f) Work cooperatively with special education teachers to modify curricula as needed for special education students according to guidelines established in Individual Education Plans (IEP).
 - (g) Work with other members of staff to determine instructional goals, objectives and methods according to district requirements.
 - (h) Plan and supervise assignments of teacher aide(s) and volunteer(s).
 - (i) Use technology to strengthen the teaching/learning process.
 - (j) Provide guest speakers throughout the year to supplement instruction.
- (3) Student Growth and Development:
 - (a) Help students analyze and improve study methods and habits.
 - (b) Conduct ongoing assessment of student achievement through formal and informal testing.
 - (c) Assume responsibility for extracurricular activities as assigned. Sponsor outside activities approved by the campus principal and APD.
 - (d) Be a positive role model for students, support mission of school district;
- (4) Classroom Management and Organization:
 - (a) Create classroom environment conducive to learning and appropriate for the physical, social and emotional development of students.
 - (b) Manage student behavior in accordance with the Student Code of Conduct and student handbook.
 - (c) Take all necessary and reasonable precautions to protect students, equipment, materials and facilities.
 - (d) Assist in selection of books, equipment and other instructional materials;
- (5) Communication:

- (a) Establish and maintain open communication by conducting conferences with parents, students, principals and teachers.
- (b) Maintain a professional relationship with colleagues, students, parents and community members.
- (c) Use effective communication skills to present information accurately and clearly.
- (6) Professional Growth and Development:
 - (a) Participate in staff development activities to improve job-related skills;
- (7) Other:
 - (a) Keep informed of and comply with state, district and school regulations and policies for classroom teachers.
 - (b) Keep informed of requirements of law enforcement licensure in Texas.
 - (c) Keep informed of TCOLE training requirements.
 - (d) Schedule practicum activities for students in the Police Academy.
 - (e) Compile, maintain and file all reports, records and other documents required.
 - (f) Attend and participate in faculty meetings and serve on staff committees as required.
 - (g) Personally invite and recognize police academy students at the APD annual department awards ceremony.
 - (h) Feature the police academy students in the community “On Call” publication.
 - (i) Provide ride-alongs once during each semester.
 - (j) The HRO will be expected to maintain a close liaison with AISD employees in the program in order to exchange information and to ensure efficient handling of his or her duties.
 - (k) Serve as a mentor to students in the program at AISD and UTA.
 - (l) Represent the department and AISD during community outreach program on Hometown Recruiting.
 - (m) Provide a mock agility course.
 - (n) Maintain communication with police academy graduates as they continue their education at the University of Texas at Arlington;
- (8) Provide one Arlington Police Department officer under the following terms:
 - (a) The officer will perform but not be limited to the duties listed in the Hometown Recruiting Officer Job Description.

DUTIES OF THE AISD

Arlington ISD shall have the following duties:

- (1) Consult with the HRO who teaches the course in the design and implementation to assure that course goals match the requirements of the Texas Education Agency (TEA) to ensure rigor;
- (2) Provide meals to students who participate in the police academy field trips under the Agreement;
- (3) Provide the necessary training gear needed to participate in the police academy;
- (4) Provide the necessary and timely transportation of student to and from AISD Police Academy field trips;
- (5) Assist the HRO with the grading and attendance processes;

- (6) Provide medallion with neck ribbon for graduates of the AISD Police Academy meeting established criteria;
- (7) Provide curricular resources necessary to participate in the police academy; and
- (8) Manage all student case files in accordance with Arlington ISD policy.
- (9) AISD will pay city an amount equal to \$104,051 for the annual salary and benefits for the APD officer's position for the term of the Agreement. To help ensure the HRO is issued a radio daily for communication and officer safety purposes, the District agrees to fund the annual radio service charges of \$400.00 per radio for the contract term. The total District expense for radio charges is \$400 for 1 radio during the contract term and is included in the monthly payment schedule. Each radio will remain the property of the City of Arlington to be dedicated for use in the AISD Police Academy during its period of operation. The payments will be made in accordance with the below schedule effective August 1, 2016. The city will invoice AISD and the amount shall be due on the tenth (10th) day following the month in which city submits the invoice. AISD will receive bill credits, as applicable, for any amounts above the actual salary and benefit cost incurred by APD for the APD officer's position. The anticipated schedule of payments will be as follows:

August 2016	\$8,704.25	February 2017	\$8,704.25
September 2016	\$8,704.25	March 2017	\$8,704.25
October 2016	\$8,704.25	April 2017	\$8,704.25
November 2016	\$8,704.25	May 2017	\$8,704.25
December 2016	\$8,704.25	June 2017	\$8,704.25
January 2017	\$8,704.25	July 2017	\$8,704.25

If this agreement is executed after the effective date, upon approval and signature of all parties, any payment required under this contract which was due prior to the execution date and not paid in accordance with the payment schedule shall be paid within 30 days of the execution date.

AGREEMENT

This document sets forth the entire instructional agreement with respect to CTE courses and students. It supersedes any prior CTE course agreement and shall be effective until changed by either party.

RIGHT OF TERMINATION

AISD and APD herein recognize that the continuation of any contract after the close of any given fiscal year of the APD, which fiscal year ends on September 30th of each year, shall be subject to Arlington City Council approval. AISD and APD herein recognize that the continuation of any contract after the close of any given fiscal year of the AISD, which fiscal year ends on June 30th of each year, shall be subject to AISD School Board approval. Neither party represents that said budget item will actually be adopted as this determination is within the sole discretion of the governing body. In the event that funds are not approved, the party who is unable to obtain approval shall notify the other party in writing immediately and this contract will be terminated effective the end of the terminating party's fiscal year.

In the event that a party believes that another party has materially breached this agreement, the non-breaching party shall give written notice of the alleged breach to the breaching party. The breaching party shall have thirty days to cure the alleged breach from the date it receives written notice from the non-breaching party. If the breach is not restored within thirty days, the non-breaching party may terminate this Agreement. However, if this Agreement is terminated during an academic term, students enrolled in classes

under this Agreement will be allowed to finish their coursework without penalty. A breach of this Agreement includes, but is not limited to, a violation of the policies and rules of Arlington Police Department or AISD, the making of a misrepresentation or false statement by one of the parties, or the occurrence of a conflict of interest between the parties.

All notices and communications related to this agreement shall be addressed to the respective education and business administrators listed below:

Arlington Police Department
Os Flores
Deputy Chief
Community Support
620 W. Division St.
Arlington, TX 76010
817-459-5700
Osbaldo.Flores@Arlingtontx.gov

AISD
Rick Garcia
Executive Director
Arlington ISD
1203 W. Pioneer Pkwy
Arlington, TX 76013
682.867.7300
rgarcia1@aisd.net

Executed month, day, and year, the Arlington Independent School District, signed by its Superintendent, and Arlington Police Department, signed by its Police Chief, thereby bind themselves, their successors and assigns and representatives, for the faithful and full performance of the terms and provisions of this agreement.

ARLINGTON POLICE DEPARTMENT

ARLINGTON INDEPENDENT
SCHOOL DISTRICT

By: _____
Will Johnson
Police Chief

By: _____
Marcelo Cavazos, Ph.D.
Superintendent

APPENDIX A

Arlington Police Academy Program
Course Matrix

AISD Course Number	AISD Course Title	AISD Course Credit	Texas Essential Knowledge & Skills (TEKS) Identifier	Implementation Date
TBD	Practicum in Law, Public Safety, Corrections, and Security	2-3 Credits	§130.301	Fall 2016

Staff Report



Arlington Independent School District Agreement (School Resource Officers)	
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City Council Meeting Date: 10-25-16	Document Being Considered: Resolution
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RECOMMENDATION

Approve a resolution authorizing the City Manager or his designee to execute a one-year agreement with the Arlington Independent School District for the Arlington Police Department to provide School Resource Officer services.

PRIOR BOARD OR COUNCIL ACTION

A similar resolution was passed on November 10, 2015 via resolution #15-276.

ANALYSIS

The Arlington Independent School District (AISD) has requested School Resource Officer services be provided for the 2016-2017 school year. The term of the agreement begins August 22, 2016 and ends June 2, 2017. This agreement is reviewed annually.

The Arlington Police Department has provided school resource officers to local schools since the early 1990's. The purpose of the program is to provide police services in and around school facilities, partner with AISD security for general student welfare, and conduct crime prevention outreach to Arlington youth. For FY 17, the Police Department will provide eighteen (18) officers and two sergeants during the contract term. One (1) officer will be assigned to each of the six (6) high school campuses. Eight (8) officers will be assigned to the junior high campuses. Four (4) officers will be placed in roving positions to assist at various campuses on an as needed basis.

FINANCIAL IMPACT

The Arlington Independent School District will pay the Arlington Police Department an estimated \$1,380,737.98 for School Resource Officer services to include salary/benefits, overtime, and costs associated with fuel, vehicles, and radios. Payments will be made monthly beginning October 2016 through July 2017. Payments represent 83.33% of the total costs for thirteen (13) officers and one-half (.5) sergeant positions, approximately equivalent to the 10-month school year.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Will Johnson Police Chief 817-459-5702 Will.Johnson@arlingtontx.gov	Os Flores Deputy Chief, Community Support 817-459-5713 Osbaldo.Flores@arlingtontx.gov
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Resolution No. _____

A resolution authorizing the execution of a retroactive 2016-2017 School Resource Officer Agreement with the Arlington Independent School District relative to the Arlington Police Department providing School Resource Officer services for the estimated amount of \$1,380,737.98

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

I.

That the City Manager or his designee is hereby authorized to execute a retroactive 2016-2017 School Resource Officer Agreement with the Arlington Independent School District, effective August 22, 2016 through June 2, 2017, relative to the Arlington Police Department providing School Resource Officer services. The Arlington Independent School District will pay the Arlington Police Department an estimated \$1,380,737.98 for School Resource Officer services including salary, benefits, overtime, and costs associated with fuel, vehicles, and radios.

II.

A substantial copy of said agreement is attached hereto and incorporated herein for all intents and purposes.

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

W. JEFF WILLIAMS, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY _____


**2016-2017 SCHOOL RESOURCE OFFICER AGREEMENT
BETWEEN THE ARLINGTON INDEPENDENT SCHOOL DISTRICT
AND THE CITY OF ARLINGTON**

This Agreement is made by and between the Arlington Independent School District, 1203 West Pioneer Parkway, Arlington, Texas (“the District”), and the City of Arlington, Texas, 101 West Abram Street, Arlington, Texas (“the City”) for the purpose of establishing and maintaining the terms under which the City shall provide the District with services performed by School Resource Officers (“SROs”) and the compensation which shall be paid to the City by the District for SRO services.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Agreement is made pursuant to Chapter 791 of the Texas Government Code; and
2. This Agreement is for a public purpose and is necessary in the conduct of public schools.

WITNESSETH

For and in consideration of the mutual undertakings herein set forth, the District and the City agree as follows:

CONTRACT TERM

1. The agreement begins on August 22, 2016 and ends on June 2, 2017, which covers the 2016-2017 school year. The annual contract may be renewed each school year as agreed upon by the parties.

OFFICERS PROVIDED

2. Arlington Police Department (“APD”) will provide eighteen (18) police officers to the SRO Program for the contract term. One officer will be assigned to each of the six (6) main high school campuses. Eight (8) officers will be assigned to junior high campuses. The District and APD will agree upon junior high campus assignments and campus combinations before the school year begins. Four (4) officers will be placed in roving positions to assist the junior high and high school campuses on an as needed basis.

COMPENSATION FOR OFFICERS

3. The District will pay APD **83.33% of the annual salary and primary benefits** of thirteen (13) police officers for the contract term. Total amount due to APD is **\$1,127,174.08-**

Additionally, the District will pay a sum equivalent to ½ hour of overtime per officer per day for eighteen (18) officers for the 177 days of the **2016-2017** school year. The overtime allowance is to provide for an eight and one-half (8½) hour workday so that the SRO is on duty during “critical” hours of school operations. The **maximum estimated overtime cost** for officers **\$115,938.54** for the contract term.

SERGEANTS PROVIDED

4. The APD will provide two (2) sergeants to the SRO Program for the contract term. The sergeants will be responsible for supervising all SROs and handling administrative matters in the SRO Program involving the City and the District.

COMPENSATION FOR SERGEANTS

5. The District will pay APD **83.33% of the annual salary and primary benefits** of one-half (.5) police sergeants for the contract term in the amount of **\$51,123.79**.

Additionally, the District will pay a sum equivalent to ½ hour of overtime per Sergeant per day for the 177 days of the contract term. The **maximum estimated overtime cost** for sergeants is **\$15,425.55** for the contract term.

MINIMUM STAFFING LEVELS

6. The minimum staffing level for the SRO program will consist of the number of officers being compensated by the District as outlined in paragraph number 3 above, according to the annual salary and primary benefits. APD will not be obligated to immediately fill a position when an assigned SRO is unavailable due to approved leave or training unless SRO staffing drops below the compensated level in paragraph number 3 above. An SRO will always be assigned to each of the six high school campuses on a daily basis. Vacant positions in the junior high schools will be filled by rovers.

FUEL AND VEHICLE RENTAL CHARGES

7. To compensate for police vehicles with emergency equipment used by SROs in their daily duties, the District agrees to fund the cost of 13.5 vehicles (13 regular officers and .5 sergeants) for 10 months. The total expense to the District for the contract term is **\$66,576.20**. This amount is included in the monthly payment schedule.

RADIO SERVICE CHARGES

- To help ensure SROs are issued radios daily for communication and officer safety purposes, the District agrees to fund the annual radio service charges of **\$400.00** per radio for the 10 months. This charge is for 13.5 officers (13 officers and .5 sergeants). The total District expense for radio charges is **\$4,499.82 (same)** for the contract term and is included in the monthly payment schedule. Each radio will remain the property of the City of Arlington to be dedicated for use in the SRO Program during its period of operation.

PAYMENT SCHEDULE

- Payments shall be made to the City of Arlington Police Department by the District on a monthly basis upon receipt of invoices, and shall be due on the tenth (10th) day following the month in which APD submits the invoice to the District. The figures below include radio service and police vehicle charges.

Month	Payment	Month	Payment	Month	Payment
Aug. 16	-0-	Dec. 16	\$138,073.80	Apr. 17	\$138,073.80
Sep. 16	-0-	Jan. 17	\$138,073.80	May 17	\$138,073.80
Oct. 16	\$138,073.78	Feb. 17	\$138,073.80	Jun. 17	\$138,073.80
Nov. 16	\$138,073.80	Mar. 17	\$138,073.80	Jul. 17	\$138,073.80

MISCELLANEOUS TERMS

- Each officer will be permitted a 45 minute paid lunch period. Like patrol officers, the SRO will be subject to emergency calls during lunch.
- SROs will use City vehicles and carry City radios that will allow contact from the District while on duty.
- The District will provide, at no cost to the City, office space in the high school or junior high school to which the officer is assigned. The office space must provide the privacy necessary to conduct confidential interviews and other police related business. The District will also provide a telephone in the office space that is of the type utilizing a "hard line" connection.
- SROs may be contacted by the District to deal with law enforcement situations that exceed the District's ability to handle administrative and/or emergency situations that require rapid police response and the special

knowledge or expertise an SRO can offer. SROs will take permissible enforcement action when necessary. SROs will not enforce the District's regulations or rules unless the violation of such rule or regulation constitutes a violation of a state law or city ordinance.

14. Nothing in this agreement shall limit or eliminate the need to utilize the 9-1-1 reporting system, or the use of APD district police officers to handle or supplement calls for service. Use of 9-1-1 is encouraged for priority calls even if an SRO is also called.
15. SROs shall not be responsible for handling minor, non-priority incidents typically handled by other APD district police officers. These incidents include, but are not limited to, collisions, parking lot details, traffic or fire lane violations, etc. However, if the SRO is free, he/she may handle them at his/her discretion.
16. Except in an extreme emergency, SROs should not be called away from APD classes by the APD or by the District to handle incidents, this being destructive to the teacher/SRO/student relationship. SROs may be contacted, and they may respond as soon as possible to assist district officers who have been called in their place.
17. SROs shall maintain a close liaison with the APD district officers around their assigned schools. They shall exchange information regarding suspects, incidents, and potential problems to ensure reasonably consistent enforcement from officer to officer to the extent permitted by law.
18. SROs may attend a monthly APD SRO meeting during contract hours to discuss incidents, potential problems, and issues surrounding the SRO Program.
19. SROs may be reasonably utilized in collateral duty that directly affects or enhances their SRO tasks and relationships. Examples of such collateral duty are Police Law Enforcement Explorer Post, and High School Citizen's Police Academy. The SRO supervisors shall ensure that SROs' collateral duty time is reasonable and kept on task to maximize their availability during school hours.
20. SROs shall be scheduled to attend and participate in mandatory training set out by law or City policy. SROs should participate in reasonable training programs that directly impact their ability and skills as SROs. These additional programs will be communicated in advance between the APD Youth Services Commander, or designee, responsible for the SRO program and the District Assistant Superintendent of Administration.
21. The APD reserves the right to assign SROs to a police function in the event of an emergency or situation that dictates a call-up of personnel as

directed in police General Orders. The District reserves the right to adjust the monthly invoice for days missed under this provision in the event that total SRO staffing drops below the number of officers compensated by the District as defined in paragraph 3 above.

22. The APD and the District both reserve the right to limit funding and/or limit or cancel this agreement and shall provide 30 days written notice of such intent to the other party. In the event the agreement is terminated, the District will compensate the City for all SRO services incurred through the termination date.
23. SROs may work off-duty jobs at school-approved functions, subject to APD guidelines and the wishes of the officer. SROs may be given first right of refusal for off-duty events involving their assigned school. Officers performing off-duty jobs for the District shall be paid by the District as independent contractors.
24. SROs are employees of the City and the APD and shall be at the control and supervision of their APD supervisors, except as provided in paragraph 23. Complaints or problems with SROs, including their off-duty contract work with the District, shall be directed through their SRO supervisor.
25. At any time, the District may request that APD reassign or remove an SRO based on information reported by the District to APD via the SRO Monthly Feedback form or other good cause. APD will consider the request and collaborate with the AISD for resolution. The City and the District acknowledge the importance of having the same officer present at the campus on a day-to-day basis in order to promote continuity and familiarity with the campus and students. The City and the District agree that any substitutions of personnel by the City will be discussed by the Police Chief and Superintendent or their designees.
26. Nothing herein extends or confers legal entitlements to the officers of the APD or otherwise affects their relationship as employees of the City - the agreements between the District and the City being between the two entities and not a contract with employees of the City.
27. Each party shall hold the other party harmless, to the extent allowed by Texas law, from any and all claims or damages that arise from or are related to the acts or omissions of its respective officers, employees, and agents as they arise from or are related to this Agreement.
28. In the event that the parties to this Agreement dispute the terms, application of the terms of this Agreement, or performance hereunder, the parties hereto agree, as a condition precedent to filing or pursuing any legal remedy (including suit in any court or arbitration), to participate in good faith in a full day of non-binding mediation, assisted by a trained neutral mediator.

29. The APD will provide a monthly activity report of activities for all of the District's school campuses, due to the District no later than the 10th working day of the following month; as well as a complete semester and end of the school year activity report with a due date no later than thirty (30) days following the semester and end of the school year. This report will include all attendance data for the reporting period of the contracted SROs and Sergeants.

30. The Youth Services Commander, or designee, shall provide prior notification to the District Assistant Superintendent of Administration (or designee) before authorizing an SRO's or SRO Sergeant's absence from his or her District assignment for more than two (2) consecutive workdays.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date of the last party's signature.

 Authorized Signature
 For Arlington Police Department
 Will D. Johnson, Police Chief

 Date of Acceptance

 Authorized Signature
 For City of Arlington
 Dr. Theron L. Bowman, Deputy City Manager

 Date of Acceptance

 Authorized Signature
 For Arlington Independent School District
 Dr. Marcelo Cavazos, Superintendent

 Date of Acceptance

 Authorized Signature
 For Arlington Independent School District
 Jamie Sullins, AISD School Board President

 Date of Acceptance

2016-2017 AISD SRO PROGRAM COST DETAILS

SALARY AND BENEFITS PER SRO OFFICER

Salary	\$ 75,627	
Education	1,320	
Longevity/Stability.....	1,797	
Worker's Compensation	1,241	
Retirement.....	11,775	
Disability Insurance	174	
Insurance.....	8,820	
Medicare.....	1,097	
Thrift	2,200	
Total.....	\$104,051	
	<u>X 13</u>	officers
	\$1,352,663	
	<u>X .8333</u>	10 months
	\$1,127,174.08	
Total 2016-2017 school year:		\$ 1,127,174.08

SALARY AND BENEFITS PER SRO SERGEANT

Salary	\$90,566	
Education	1,320	
Longevity/Stability.....	2,326	
Worker's Compensation	1,485	
Retirement.....	14,101	
Disability Insurance	196	
Insurance.....	8,820	
Medicare.....	1,313	
Thrift	2,575	
Total.....	\$122,702	
	<u>X.5</u>	sergeants
	\$ 61,351	
	<u>X.8333</u>	10 months
	\$51,123.79	
Total 2016-2017 school year:		\$ 51,123.79

OVERTIME

18 Regular Officers:		
Overtime rate per hour	\$72.78	
Hours per day	<u>X 9</u>	½ hour per day for 18 officers
Overtime per day	\$655.02	
School days	<u>X 177</u>	
Maximum estimated overtime	\$115,938.54	

2 Sergeants:		
Overtime rate per hour	\$87.15	
Hours per day	<u>X 1.0</u>	½ hour per day for 2 sergeants
Overtime per day	\$ 87.15	
School days	<u>X 177</u>	
Maximum estimated overtime	\$15,425.55	

Total Maximum Estimated Overtime: \$131,364.09

FUEL AND VEHICLE RENTAL EXPENSES

The SRO program uses 20 vehicles, 13.5 of which are funded by the District (13 officers and .5 sergeants). The annual vehicle rental charge from City of Arlington fleet services for police vehicles is \$6,533.55 (\$5,444.63 per vehicle for a 10-month period). Since officers assigned to the SRO program do not drive the vehicles on the midnight shift, the District pays only 66%, of the rental fee.

Annual fleet use charges	\$3,593.45	(66% of 10-month rental)
	<u>X 13.5</u>	vehicles
	\$48,511.58	Total

Fuel charges are based on an officer driving an estimated 36 miles per day for the 177-day school year in a Dodge Charger. City Fleet officials estimate gas mileage for this car to be 10 mpg and are currently basing fuel prices at **\$2.10** per gallon.

Annual fuel charges	\$1,338.12	
	<u>X 13.5</u>	vehicles
	\$18,064.62	Total

Total Annual Fleet Use/Fuel Charges: \$66,576.20

RADIO EXPENSES

The annual service fee per hand-held radio currently averages \$400. The SRO program currently has 20 radios in use. Total District radio charge is \$4,500.

Annual service fee	\$400	
	<u>X 13.5</u>	funded officers/sergeants
TOTAL	\$5,400	
	<u>X.8333</u>	10 months
	\$4,499.82	Total

Total Annual Radio Service Fee: \$4,499.82

TOTAL 2016-2017 AISD SRO PROGRAM PACKAGE:

Salary/Benefits (Officers)	\$1,127,174.08
Salary/Benefits (Sergeants)	\$51,123.79
Maximum Estimated Overtime - Officers	\$ 115,938.54
Maximum Estimated Overtime - Sergeants	\$15,425.55
Fuel and Vehicles	\$66,576.20
SRO Police Radios	\$4,499.82
	<hr/>
	\$1,380,737.98

Staff Report



Execution of a Temporary Use Agreement with Links Construction, LLC.	
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City Council Meeting Date: 10/25/16	Document Being Considered: Resolution
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RECOMMENDATION

Approve a resolution authorizing the City manager or his designee to execute a use agreement with Links Construction, LLC ("Links") for the use of property located at 119 Hosack Street, City of Arlington.

PRIOR BOARD OR COUNCIL ACTION

None

ANALYSIS

Links desires to use the City's property, located at 119 Hosack Street, for the purpose of staging a temporary construction trailer for use during the construction of UTA's housing development project, known as LIV +. The agreement term is for (1) one year and a payment of \$10,000, of which, \$5,000 will be held until the end of the lease as security. Links will have the option to renew for an additional (1) one year term for \$10,000.

FINANCIAL IMPACT

The City will receive \$10,000 for the execution of the use agreement in FY 2017, and after the termination of the lease the \$5,000 security deposit will be refunded. If Links exercises to extend its option for the (1) one year renewal, \$10,000 will be collected for the additional year.

ADDITIONAL INFORMATION

Attached:

Resolution
Use Agreement & Site Map

Under separate cover:

None

Available in the City Secretary's office:

None

STAFF CONTACTS

Stuart Young
Real Estate Manager
Community Development and Planning
817-459-6581
Stuart.Young@arlingtontx.gov

John Dugan
Director
Community Development and Planning
817-459-6527
John.Dugan@arlingtontx.gov

Resolution No. _____

A resolution authorizing the City Manager or his designee to execute a Use Agreement with Links Construction, LLC for the purpose of staging a temporary construction trailer located at 119 Hosack Street, City of Arlington, Tarrant County, Texas

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

I.

That the City Manager or his designee is hereby authorized to execute a (1) one year Use Agreement for staging a temporary construction trailer located at 119 Hosack Street, City of Arlington, Tarrant County, Texas, for the amount of \$10,000, of which, \$5,000 security deposit will be refunded. If optional (1) one year renewal term is requested, an additional \$10,000 will be collected.

PRESENTED AND PASSED on this the _____ day of _____, 2015, 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: _____

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Use Agreement

THIS USE AGREEMENT (hereinafter referred to as "Agreement") is made and entered into on this the _____ day of _____, 2016, by and between the CITY OF ARLINGTON, a municipal corporation of the State of Texas, Tarrant County, Texas, ("CITY"), acting by and through its City Manager or his designee, and LINKS CONSTRUCTION, LLC, a Texas Limited Liability Company, ("LINKS"), acting by and through its owner or designee.

WITNESSETH:

For and in consideration of the mutual covenants, responsibilities and duties herein contained, the parties hereto do mutually agree as follows:

1. **Description of Premises.** CITY does hereby grant a license to LINKS for the exclusive use of certain real property being Lot 6, Block 8, R.A. Mitchell Addition, City of Arlington, Tarrant County, Texas, as more particularly described on **Exhibit "A"**(the "**Premises**") and attached hereto and incorporated by reference for all purposes. The use of the Premises pursuant to Section 2 is granted for providing temporary construction facilities in connection with the student housing project construction located approximately at 1001 South Center Street, Arlington, Texas.

2. **Use.** LINKS may use and maintain the Premises as follows:
 - a. LINKS shall use the Premises for the purpose of staging a construction trailer or doublewide, not to exceed 14' X 56'. The trailer shall be situated as identified on **Exhibit "B"** and a vegetative buffer will be maintained between the construction trailer and the adjacent residential property. South parking area identified on Exhibit "B" may be constructed and consist of gravel. At the end of the term of this agreement all parking infrastructure will be removed at the sole cost of LINKS.
 - b. Any trees and shrubbery that exist on the Premises shall not be disturbed. City will trim 2 large trees on property before entry on the Premises.
 - c. At the end of this Agreement after all facilities and surface improvements placed on the Premises by LINKS have been removed, LINKS agrees to establish native grass seed within the entire Premises including those areas not affected by the construction trailer or parking areas.
 - d. Any damage or destruction caused by LINKS that occurs to existing trees or shrubbery will be the sole responsibility of LINKS to repair or replace. LINKS shall coordinate replacement of any trees or vegetation with the Arlington Parks Department.
 - e. During the Term of this Agreement and provided that LINKS locates the construction trailer and parking within the Premises, LINKS agrees to maintain landscaping and grass including mowing of the Premises once per week to a condition reasonably acceptable to the CITY at LINKS' sole cost and expense.

- f. LINKS will maintain insurance in accordance with **Exhibit “C”** to this Agreement.
- g. LINKS may not use the Premises for any purpose other than those expressed hereunder.

3. Consideration. In consideration of the use of the Premises pursuant to this Agreement, LINKS will pay the amount of Ten Thousand Dollars (\$10,000.00) to CITY prior to LINKS’s use of the Premises. Five Thousand Dollars (\$5,000.00) of this amount is a security deposit that will be returned to LINKS thirty (30) days after the termination of this Agreement provided that the condition of the property is determined by the CITY to be in like or better condition. During the thirty (30) day period following termination, the City Parks and Recreation Department shall inspect the Premises to determine compliance with Section 2(b), (c) and (d) of this Agreement by LINKS. If there is any damage to the property arising out of the use of the property by LINKS, then an amount out of the amount of \$5,000.00 will be retained by the Parks and Recreation Department to compensate for any damage that has not been repaired by LINKS. No interest will be paid on any funds.

4. Term. This Agreement shall commence on the date first written above and shall continue in effect for a period of one (1) year (**the “Term”**). LINKS may extend the Term of this Agreement for a period of up to additional one (1) year, by giving written notice of LINKS’s intention to exercise this one year extension at least thirty (30) days prior to the expiration of the initial one (1) year term. Any one year extension will be at the cost of \$10,000 paid to the City no later than thirty (30) days after request for extension is received. CITY at its sole discretion may terminate this Agreement at any time prior to expiration of the Term (either initial or extended) upon one hundred twenty (120) days’ notice, without cause pursuant to Section 9. LINKS may terminate this Agreement at any time with thirty (30) days prior Notice provided that LINKS has removed all facilities and surface improvements from the Premises and satisfied the requirements of this Agreement to restore the Premises.

5. Inspection and Maintenance. LINKS shall maintain the Premises in a sanitary, safe and clean condition during the Term of this Agreement.

6. Applicable Law. This Agreement and all obligations shall be performed in Tarrant County, Texas, and Tarrant County shall be the exclusive place of venue for all purposes. This Agreement is entered into subject to the Charter and ordinances of the CITY, as they may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and Federal laws.

7. Entire Agreement. The terms of this Agreement constitute the full and complete agreement between the parties as to the matters set forth herein and no verbal or written agreement shall in any way vary or alter the terms of this Agreement unless both CITY and LINKS consent to vary the terms in a signed writing.

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

9. Termination. CITY may terminate this Agreement without penalty or cause at any time, provided that LINKS will be given one hundred twenty (120) days written notice to vacate

Premises, if necessary. Should CITY terminate this Agreement prior to the conclusion of the Term (or extended Term described in Section 4), CITY shall refund a portion of the consideration to LINKS as follows:

Number of days of Term (or of Extended Term) remaining on the date that LINKS vacates Premises x (multiplied by) \$8.22 (the pro rata cost to extend Term) = (equals) Amount of Refund due to LINKS

10. **Non-Waiver and Remedies.** It is further agreed that one (1) or more instances of forbearance by CITY in the exercise of its rights herein shall in no way constitute a waiver. No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted. Each right or remedy shall be cumulative of every right or remedy given.

11. **Disclaimer of Liability.** CITY shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of LINKS's construction, maintenance, repair, use, operation, condition or dismantling of the Premises.

12. **INDEMNIFICATION: LINKS SHALL, AT ITS SOLE COST AND EXPENSE, INDEMNIFY AND HOLD HARMLESS CITY AND THEIR RESPECTIVE OFFICERS, BOARDS, COMMISSIONS, EMPLOYEES, AGENTS, ATTORNEYS, AND CONTRACTORS (HEREINAFTER REFERRED TO AS "INDEMNITEES"), FROM AND AGAINST:**

- 1) ANY AND ALL LIABILITIES, OBLIGATIONS, DAMAGES, PENALTIES, CLAIMS, LIENS, COSTS, CHARGES, LOSSES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND CONSULTANTS), WHICH MAY BE IMPOSED UPON, INCURRED BY OR BE ASSERTED AGAINST THE INDEMNITEES BY REASON OF ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION OF LINKS, ITS PERSONNEL, EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS, RESULTING IN PERSONAL INJURY, BODILY INJURY, SICKNESS, DISEASE OR DEATH TO ANY PERSON OR DAMAGE TO, LOSS OF OR DESTRUCTION OF TANGIBLE OR INTANGIBLE PROPERTY, LIBEL, SLANDER, INVASION OF PRIVACY AND UNAUTHORIZED USE OF ANY TRADEMARK, TRADE NAME, COPYRIGHT, PATENT, SERVICE MARK OR ANY OTHER RIGHT OF ANY PERSON, FIRM OR CORPORATION, WHICH MAY ARISE OUT OF THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE, USE OF THE PREMISES OR LINKS'S FAILURE TO COMPLY WITH ANY APPLICABLE FEDERAL, STATE OR LOCAL STATUTE,

ORDINANCE OR REGULATION CONCERNING USE OF THE PREMISES.

- 2) **ANY AND ALL LIABILITIES, OBLIGATIONS, DAMAGES, PENALTIES, CLAIMS, LIENS, COSTS, CHARGES, LOSSES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS), WHICH MAY BE IMPOSED UPON, INCURRED BY OR ASSERTED AGAINST THE INDEMNITEES BY REASON OF ANY CLAIM OR LIEN ARISING OUT OF WORK, LABOR, MATERIALS OR SUPPLIES PROVIDED OR SUPPLIED TO LINKS, ITS CONTRACTORS OR SUBCONTRACTORS, FOR THE INSTALLATION, CONSTRUCTION, OPERATION, MAINTENANCE OR USE OF THE PREMISES AND, UPON THE WRITTEN REQUEST OF CITY, LINKS SHALL CAUSE SUCH CLAIM OR LIEN COVERING CITY'S PROPERTY TO BE DISCHARGED OR BONDED WITHIN THIRTY (30) DAYS FOLLOWING SUCH REQUEST.**

13. **Notices.** All payments, notices, requests, demands and communications hereunder shall be in writing and shall be deemed given when personally delivered or deposited in the mail as certified mail, return receipt requested, to the following addresses, as such may be modified from time to time by provision of Notice to the respective party.

If to CITY, addressed to:

City of Arlington
Real Estate Services Division
Attn: Stuart Young
101 W. Abram 90231 MS 010-0260
Arlington, Texas 76004-3231

If to LINKS, addressed to:

Links Construction, LLC
525 South Loop 820, Suite 105
Denton, Texas 76205

EXECUTED on the date first written above.

CITY OF ARLINGTON, TEXAS

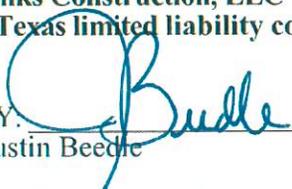
BY: _____
JAMES F. PARAION, AICP
Deputy City Manager

ATTEST:

Mary W. Supino, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney
BY: _____

Links Construction, LLC
a Texas limited liability company

BY:  _____
Justin Beech

Title: President, Links Construction, LLC,

[Notarial Acknowledgement Page to Follow]

THE STATE OF TEXAS § CITY OF ARLINGTON, TEXAS

COUNTY OF TARRANT § Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **JAMES F. PARAJON**, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **CITY OF ARLINGTON, TEXAS**, a municipal corporation of the State of Texas, Tarrant County, Texas, and as Interim **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

Notary's Printed Name

My Commission Expires: _____

THE STATE OF TEXAS § LINKS CONSTRUCTION, LLC

COUNTY OF TARRANT § Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of **LINKS CONSTRUCTION, LLC, a Texas Limited Liability Company**, 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 12th day of October, 2016.



Sarah Putnam
Notary Public In and For
The State of Texas

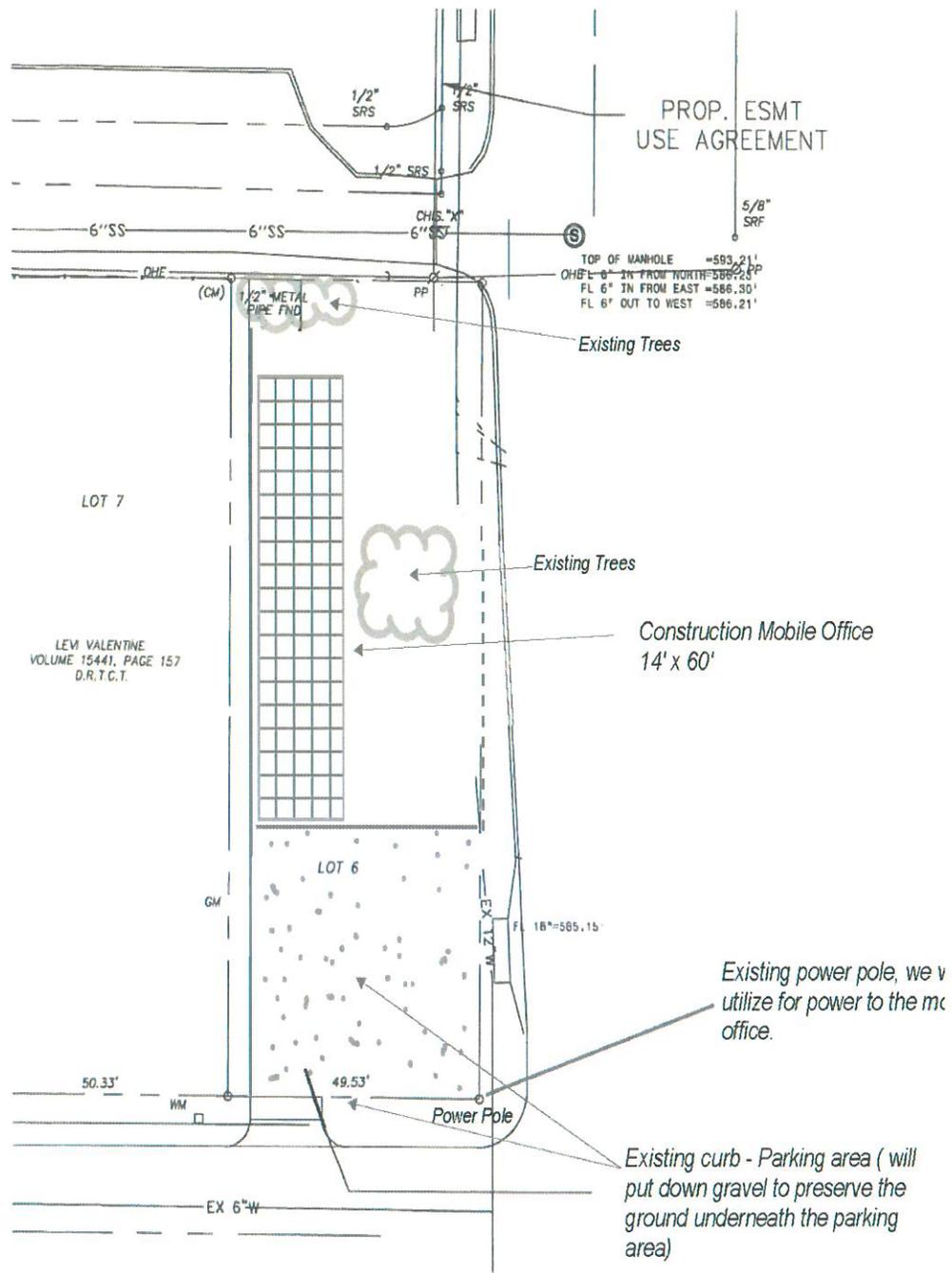
Sarah Putnam
Notary's Printed Name

My Commission Expires: 4/24/19

EXHIBIT "A"

Being Lot 6, Block 8, out of the R. A. Mitchell Addition, an addition to the City of Arlington, Tarrant County, Texas, conveyed to the City of Arlington by Warranty Deed as recorded in Instrument No. D191079855 and Volume 10260, Page 780 of the Deed Records of Tarrant County, Texas.

EXHIBIT "B"



CONSTRUCTION TRAILER EXHIBIT

SCALE: 1" = 20'-0"

DATE: 03-05-2014

EXHIBIT C Insurance

Requirements

LINKS shall, at his own expense, purchase, maintain and keep in force during the term of this Agreement such insurance as set forth below. All insurance policies provided under this Agreement shall be written on an "occurrence" basis.

LINKS SHALL INCLUDE, IN ANY AND ALL CONTRACTOR OR SUBCONTRACTOR AGREEMENTS RELATED TO THE PUBLIC IMPROVEMENTS OR THIS CONTRACT, LANGUAGE THAT REQUIRES SUBCONTRACTOR TO MAINTAIN ALL POLICIES AND LIMITS STATED HEREIN, NAME THE CITY OF ARLINGTON AS AN ADDITIONAL INSURED ON GENERAL, AUTOMOBILE AND UMBRELLA LIABILITY POLICIES, AND TO PROVIDE A WAIVER OF SUBROGATION FOR THE BENEFIT OF THE CITY OF ARLINGTON ON ALL POLICIES.

LINKS shall have the following insurance policies:

Liability Insurance

Commercial General Liability
\$1,000,000 per Occurrence/\$2,000,000 Aggregate
No standard coverages are to be excluded by endorsement.
XCU and contractual liability is not to be excluded.

Automobile Liability Insurance

Commercial Auto Liability Policy
\$1,000,000 Combined Single Limit
Shall be for any Auto, including hired, and non-owned autos.

Umbrella Liability

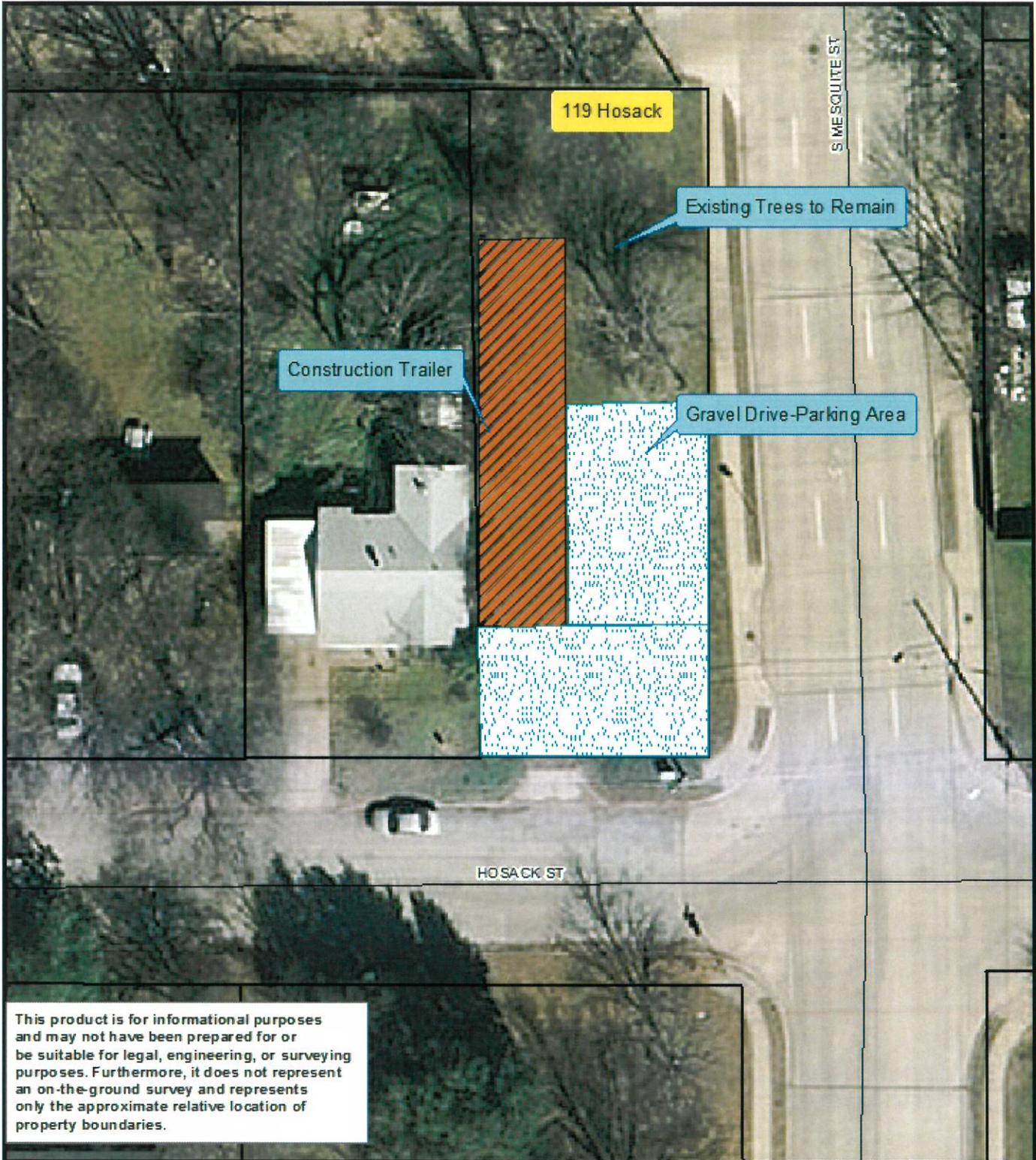
\$2,000,000 Each Occurrence
Following Form and Drop Down Provisions included.

Workers' Compensation Insurance

Workers' Compensation Employer's Liability
Statutory Limit
\$1,000,000 Each Occurrence
\$1,000,000 Disease - Each Employee
\$1,000,000 Disease - Policy Limit

LINKS's insurance must:

1. Be written with the CITY OF ARLINGTON as an additional insured on General, Automobile and Umbrella Liability Insurance policies.
2. If available commercially, provide for thirty (30) days written notice to the CITY OF ARLINGTON, before any insurance is cancelled or non-renewed.
3. Be written through companies duly authorized to transact that class of insurance in the State of Texas. Companies shall have a minimum A.M. Best rating of A VII or better.
4. Waive subrogation rights for loss of damage so that insurers have no right to recover or subrogate against the CITY OF ARLINGTON, it being the intention that all required insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies.
5. Provide Certificates of Insurance evidencing the required coverages.



Site Map

119 Hosack

Use Agreement Area



Staff Report

Naming Officers for November 8, 2016 Special Election	
City Council Meeting Date: 10-25-2016	Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution naming the judges and alternates for the early voting ballot board and the special election to be held on November 8, 2016.

PRIOR BOARD OR COUNCIL ACTION

On August 9, 2016, Council adopted Ordinance No. 16-038, calling a special election to be held on November 8, 2016.

ANALYSIS

Pursuant to the Texas Election Code, the Council must name the Election Judges and Alternates for the November 8, 2016 special election. Due to timeline requirements, the final confirmation of the officer appointments from the Tarrant County Elections Administration will not be available at the agenda posting date. Staff will provide the final resolution with the confirmed officers at the City Council meeting.

FINANCIAL IMPACT

None

ADDITIONAL INFORMATION

Attached:	Resolution to be provided
Under separate cover:	None
Available in the City Secretary's office:	None

STAFF CONTACT(S)

Jennifer Wichmann, Director Management Resources 817-459-6408 jennifer.wichmann@arlingtontx.gov	Mary Supino, City Secretary Management Resources 817-459-6186 mary.supino@arlingtontx.gov
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Staff Report

Interlocal Agreement Between the City of Arlington and the North Central Texas Regional Certification Agency (NCTRCA) Bid Project 17-0046

City Council Meeting Date: 10-25-16

Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution authorizing the execution of an Interlocal Agreement between the City of Arlington and the North Central Texas Regional Certification Agency (NCTRCA).

PRIOR BOARD OR COUNCIL ACTION

On October 11, 2016, an informal staff report was presented to City Council providing history of the City of Arlington's prior participation with the North Central Texas Regional Certification Agency (NCTRCA).

ANALYSIS

Texas Government Code, Chapter 791, provides for the voluntary participation of local governments, including those in other states, to contract with one another in an effort to increase efficiency and effectiveness in the performance of government functions.

The NCTRCA is a not-for-profit association of participating public entities and the primary purpose is to provide regional certification and other related services to Disadvantaged Business Enterprise and Minority and/or Woman-Owned Business Enterprise (D/M/WBE) participants. D/M/WBEs can obtain the certification at no cost.

This interlocal agreement allows the City of Arlington to access all NCTRCA databases, serve as a board member, and is a critical step to ensuring that disadvantaged businesses have the maximum opportunity to participate in City contracting opportunities.

FINANCIAL IMPACT

The annual NCTRCA membership fee is \$39,888. The projected financial impact is as follows:

FY 2017
\$39,888

FY 2018
\$39,888

FY 2019
\$39,888

Funds are budgeted in Non-Departmental Account No. 190201-66003.

ADDITIONAL INFORMATION

Attached:	Resolution - Interlocal Agreement
Under separate cover:	None
Available in the Purchasing Division:	None

STAFF CONTACT(S)

Gilbert Perales
DCM Strategic Support
817-459-6100
Gilbert.Perales@arlingtontx.gov

Reginald Cleveland
MWBE Coordinator
817-459-6263
Reginald.Cleveland@arlingtontx.gov

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

Debra Carrejo, CPPO
Purchasing Manager
817-459-6305
Debra.Carrejo@arlingtontx.gov

Resolution No. _____

A resolution authorizing the execution of an Interlocal Member Agreement with North Central Texas Regional Certification Agency for the amount of \$39,888 relative to participation in providing regional certification and other related services to Disadvantaged Business Enterprise and Minority and/or Woman-Owned Business Enterprise participants

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

I.

That the City Manager or his designee is hereby authorized to execute an Interlocal Member Agreement with North Central Texas Regional Certification Agency (NCTRCA) relative to participation in providing regional certification and other related services to Disadvantaged Business Enterprise and Minority and/or Woman-Owned Business Enterprise participants. If the Agreement is renewed, the fees will be taken from current revenues as properly budgeted each year. The annual NCTRCA membership fee is \$39,888. Funds are budgeted in Non-Departmental Account No. 190201-66003.

II.

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

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

W. JEFF WILLIAMS, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY Elden Martin

INTERLOCAL MEMBER AGREEMENT NORTH CENTRAL TEXAS REGIONAL CERTIFICATION AGENCY

This North Central Texas Regional Certification Agency (“NCTRCA”) Interlocal Member Agreement (“Agreement”), is made and entered into as of the date specified herein by and among the local governmental agencies specified (the “Participant”);

WITNESSETH

Whereas, it is in the best interest of the Participants to this Agreement to jointly provide certification and other related services for the Disadvantaged Business Enterprise, Minority and/or Women-Owned Business Enterprises (D/M/WBE) and Airport Concession Disadvantage Business Enterprises (ACDBE) programs of the individual local governmental agencies; and Small Business Enterprises (SBE) certification;

Whereas, the State of Texas, Chapter 791 of the Interlocal Cooperation Act, (hereinafter referred to as the “Act”) has provided that local governmental agencies may contract or agree with one or more local governmental agencies to provide governmental functions and services which improve the efficiency and effectiveness of the local governmental agencies’ performance of administrative and certification functions; and

Whereas, Section 791.013(a) of the Act authorizes the parties to an Interlocal Member Contract to create an administrative agency or designate an existing local governmental agency to supervise the performance of the contract;

Now, therefore, the Participants, in consideration of the promises and other good and valuable consideration received, hereby contract and agree one with the other to create an agency pursuant to Section 791.013(b) of the Act to employ certification agency staffing personnel to perform the administrative activities and provide administrative services necessary to perform the Interlocal Member contract as follows:

INTERLOCAL MEMBER AGREEMENT State of Texas, County of Tarrant

Name of Organization and Purpose

Name: The name of this governmental organization shall be the North Central Texas Regional Certification Agency, Inc. (“NCTRCA”).

Purpose: The purpose of the NCTRCA shall be to review, process, and complete applications for certification as a:

Minority or Women Owned Business Enterprise (“M/WBE”).

Disadvantaged Business Enterprise (“DBE”)

Small Business Enterprise (“SBE”)

Airport Concession Disadvantage Business Enterprise (“ACDBE”),

In accordance with federal, state and local laws and regulations, as well as guidelines adopted by the NCTRCA. NCTRCA is responsible for maintaining and securing the entire NCTRCA certified database according to United States Department of Transportation policies and procedures. NCTRCA is responsible for abiding by the standards and procedures of the Texas Unified Certification Program that governs the DBE/ACDBE certification program.

Fully Funded Membership

Fully Funded Members: Fully funded members of the NCTRCA are those governmental member entities that have paid the appropriate membership fee as designated by the specific population category as listed in Exhibit “A” attached hereto.

Membership Fee: Membership fee is determined by the specific population category as listed in Exhibit “ A ” attached hereto.

New Members: New members to NCTRCA shall be governed by the NCTRCA By-laws and reasonable procedures, not inconsistent with this Agreement.

Powers Reserved

Powers Reserved: The Board of Directors shall have all legal powers not inconsistent with this Interlocal Member Agreement.

Term of Agreement

The term of this agreement is annual.

Automatic Renewal: This Agreement shall automatically renew annually unless the member entity chooses to withdraw from the NCTRCA.

Withdrawal: A member entity is not considered withdrawn from the NCTRCA unless it gives written notice of its intent to withdraw to the NCTRCA not less than sixty (60) days prior to the 1st day of the NCTRCA agency's fiscal year, (September 1 – August 31). A member entity may not withdraw prior to the end of the NCTRCA's fiscal year without forfeiting its share of the NCTRCA's annual budget. The written notice of intent to withdraw should be mailed via U.S. Mail prepaid to the NCTRCA at the following:

North Central Texas Regional Certification Agency
c/o Chair of the Board
624 Six Flags Drive, Suite 100
Arlington, Texas 76011

Database

NCTRCA Management System: Under the terms of this Agreement, the designated member entity board representative is responsible for the member entity password security. No current or past member entity shall release any copy or a portion of the agency's NCTRCA Certification database to any individual, organization, agency entity, business, company, corporation or any other organized group, etc. This section does not prohibit the member entity representative from providing potential M/WBE subcontractors listings on behalf of their prospective entity.

Funding

Annual Appropriation: The operations of the NCTRCA shall be funded through an annual appropriation to be set and approved by the Board of Directors as set forth herein and in the by-laws. Each member entity, by its execution hereof, agrees to and shall pay to the NCTRCA its share of the annual appropriation based on the NCTRCA Approved Fee Scale and Membership Criteria listed in Exhibit "A". Said payment shall be due on or before December 31 of each calendar year, or within thirty (30) days of the execution of this Agreement. All annual appropriations must be approved by a majority of the Board of Directors in accordance with provisions set forth in the by-laws. A copy of the aforementioned NCTRCA Approved Fee Scale shall be electronically sent to the representative of each member entity by August 1 of current fiscal year.

Third-Party Contracts: The by-laws may provide procedures for entering into contracts with third parties who may not legally enter into this Agreement, for purposes consistent with this Agreement. The Board of Directors shall determine the terms and conditions for such agreements, as long as these terms and conditions are not more favorable to the third parties than the terms of this Agreement are to the member entities.

Miscellaneous

Staff Report



City of Arlington Policy Statement for Tax Abatement	
City Council Meeting Date: 10-25-16	Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution approving amendments to the City of Arlington Policy Statement for Tax Abatement.

PRIOR BOARD OR COUNCIL ACTION

On October 28, 2014, the City Council approved resolution 14-285 adopting the Policy Statement for Tax Abatement.

On September 6, 2016, Staff presented proposed changes to the Policy Statement for Tax Abatement to the Economic Development Committee. On September 20, 2016, Staff returned to the Economic Development Committee to further discuss proposed changes.

On October 11, 2016, Staff presented an Informal Staff Report detailing Economic Development Committee proceedings to City Council.

ANALYSIS

Chapter 312 of the Texas Tax Code authorizes cities to designate tax abatement reinvestment zones and to enter into tax abatement agreements only after the city elects to become eligible to participate in tax abatement and adopts a Tax Abatement Policy that establishes guidelines and criteria governing its tax abatement program. A Tax Abatement Policy adopted by a city is effective for two years from the date of adoption.

The proposed Tax Abatement Policy has been updated to:

- Eliminate matrices outlining tax abatement guidelines for geographic areas of the city;
- Make target industry bonuses applicable only to projects with primary NAICS codes pertaining to automotive, aerospace, professional and business services, medical devices, or industrial machinery industries;
- Increase the required median wage necessary to qualify for bonus abatement;
- Make projects eligible for bonus abatement based upon the number of full-time jobs created or retained;
- Modify sections pertaining to procedural guidelines, consideration of applications, authorizations of agreements, and denials of abatement;
- Eliminate conditions pertaining to administration of agreements and recapture.

Once adopted, the Tax Abatement Policy will be effective from October 28, 2016 through October 28, 2018, unless amended or repealed by at least a three-fourths vote of the City Council.

FINANCIAL IMPACT

None

ADDITIONAL INFORMATION

Attached:

Resolution

Tax Abatement Policy (w/ exhibits)

Under separate cover:

None

Available in the City Manager's office:

None

STAFF CONTACT(S)

Bruce Payne

Economic Development Manager

817-459-6114

Bruce.Payne@arlingtontx.gov

Matthew Harp

Economic Development Specialist

817-469-6115

matthew.harp@arlingtontx.gov

Resolution No. _____

**A resolution approving amendments to the City of
Arlington Policy Statement for Tax Abatement**

WHEREAS, the establishment of specific guidelines, criteria and procedures is necessary to effectively and equitably administer the provision of economic development incentives; and

WHEREAS, State law requires the adoption of guidelines and criteria governing the establishment of tax abatement agreements; and

WHEREAS, the City Council has previously elected to become eligible to participate in tax abatement and has adopted guidelines and criteria governing the establishment of tax abatement agreements, and has amended same from time to time; and

WHEREAS, the City of Arlington's current Policy Statement for Tax Abatement expires on October 28, 2016; and

WHEREAS, the City Council now seeks to amend the City's current Policy Statement for Tax Abatement consistent with the City's Economic Development Strategic Plan; and

WHEREAS, the City of Arlington's Policy Statement for Tax Abatement, as amended, shall remain effective for two years from the date adopted by this resolution, unless amended or repealed by a vote of three-fourths of the members of the City Council during that two year period; NOW
THEREFORE

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

I.

That the City Council hereby approves the amendment of the City of Arlington Policy Statement for Tax Abatement, including the following:

1. Modification of target industries to reflect the industries identified in the Economic Development Strategic Plan adopted in September 2014.
2. Removal of geographic area from abatement guidelines.
3. Removal of abatement matrices from the policy that specifically outline abatement percentages.

II.

A substantial copy of the amended Policy Statement for Tax Abatement 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.

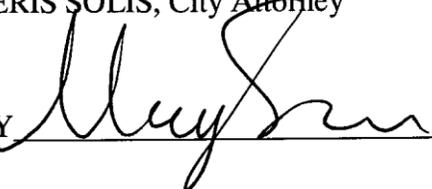
W. JEFF WILLIAMS, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY



City of Arlington Policy Statement for Tax Abatement

CITY OF ARLINGTON, TEXAS
Policy Statement for Tax Abatement

I.

General Purpose and Objectives

- A. The City of Arlington is committed to the promotion of high quality development in all parts of the City and to an ongoing improvement in the quality of life for its citizens. Insofar as these objectives are generally served by the enhancement and expansion of the local economy, the City of Arlington will, on a case-by-case basis, give consideration to providing tax abatement as stimulation for economic development in Arlington. It is the policy of the City of Arlington that said consideration will be provided in accordance with the guidelines and criteria outlined in this document. Nothing herein shall imply or suggest that the City of Arlington is under any obligation to provide tax abatement to any applicant. All applicants shall be considered on a case-by-case basis, and the decision to approve or deny tax abatement shall be at the discretion of the City Council. Tax abatement agreements are made with the owners of real property to exempt from taxation a portion of the value of the real property and/or of tangible personal property. The duration of an abatement may be for a period of time determined appropriate by the City Council, based on the economic life of the improvements and consistent with the provisions of this policy, but in no case for more than 10 years in accordance with state law. Special terms and conditions may be set in the agreement governing each specific tax abatement.
- B. The City Council has designated certain areas of the City as Tax Increment Reinvestment Zones (“TIRZ”). The City of Arlington will not consider a tax abatement on property located within the boundaries of a TIRZ.

II.

Definitions

- A. “Abatement” means the full or partial exemption of ad valorem taxes for eligible properties in a reinvestment zone designated as such for economic development purposes. Abatement may be granted for either the real property improvements or business personal property but not both unless otherwise allowed in this policy.
- B. “Act of God” means an act occasioned exclusively by violence of nature and in no sense attributable to human action.
- C. “Agreement” means a contractual agreement between a property owner and a taxing authority for the purpose of tax abatement. In no event shall the duration of an abatement term exceed ten (10) years.
- D. “Base Year Value” means the taxable value of the applicant’s real property and/or business personal property, including inventory and supplies, located in the

designated reinvestment zone as determined by Tarrant Appraisal District as of the date designated in the agreement.

- E. “Added Taxable Value” means the value above the base year value of real property improvements and/or business personal property as appraised by the Tarrant Appraisal District. The abatement may be granted for either the real property improvements or business personal property, or both.
- F. “Economic Life” means the number of years a property qualifies for depreciation under the Internal Revenue Service Code (Section 168) Modified Accelerated Cost Recovery System.
- G. “Expansion” means the addition of buildings, structures, fixed machinery, or equipment for the purpose of increasing production capacity or revenues.
- H. “Facility” means property improvements completed or in the process of construction which together comprise an integral whole.
- I. “Job” means a permanent, full-time employment position that has provided or will result in employment of at least 1,820 hours per position in a year. Part-time positions shall not be included in this definition unless otherwise negotiated in the terms of the agreement.
- J. “Modernization” means the replacement and upgrading of existing facilities which increase the productive input or output, updates the technology, or substantially lowers the unit cost of operation, and extends the economic life of the facility. Modernization may result from the construction, alteration, or installation of buildings, structures, fixed machinery, or equipment. It shall not be for the purpose of renovation, reconditioning, refurbishing, repairing, or completion of deferred maintenance, except in enterprise zones.
- K. “New facility” means a property previously undeveloped which is placed into service by means other than expansion or modernization.
- L. “Reconstruction” means to replace or rebuild a portion or all of a facility that has been damaged by Act of God when the damage from the Act of God has resulted in at least a 60% reduction in value of the facility as compared to the value immediately prior to the Act of God as finally determined by Tarrant Appraisal District. The facility owner shall have the burden to prove the required decrease in value to the satisfaction of the City Manager or his designee prior to consideration by the City Council of a tax abatement application for a Reconstruction project.
- M. “Reinvestment Zone” is an area designated as such for the purpose of tax abatement as authorized by Subchapter B, Municipal Tax Abatement, Title 3, Local Taxation, Vernon’s Texas Codes Annotated.

- N. “Supply and Service Expenses” are discretionary expenses incurred during the normal maintenance and operation activities of a business.
- O. “Target Industry” is an industry identified as a target industry in the City’s Policy Statement for Tax Abatement and Exhibits thereto, as amended from time to time.
- P. “Value,” when used in this Policy, shall mean value as determined by an appraisal prepared by Tarrant Appraisal District, unless otherwise specified. If a facility is damaged by an Act of God and an appraisal of the damaged facility is not available from Tarrant Appraisal District when needed in order to comply with the duty established in Section II.K. of this Tax Abatement Policy, “decrease in value” may be determined by an independent appraiser agreed upon by the City and either the owner of a facility or applicant for a tax abatement. The term “value added” means increase in appraised value.

III.
Abatement Authorized

- A. Eligible Facilities: Tax abatement may be granted for new facilities, expansion, modernization or reconstruction of existing facilities. The economic life of a facility, and/or eligible property must exceed the duration of the abatement.
- B. Eligible Property: An applicant may apply for abatement on the real property improvements and/or business personal property eligible for abatement in accordance with this Policy.
- C. Criteria and Abatement Guidelines: Tax abatement may be granted for eligible facilities on all or a portion of the increased taxable value of eligible property over the Base Year Value. The percentage of taxes abated and the duration of the abatement, or any other limitation or condition included in this Policy and not required by state or federal law, may vary from these guidelines based on a determination by the City Council that granting tax abatement for a particular project is consistent with the economic development objectives of the City of Arlington.

Any person, organization or corporation may request tax abatement by filing an Application for Incentives as described in Section IV.

- 1. The City Council may grant tax abatement if the City Council finds that the abatement is in the public interest because it will facilitate at least one of the following objectives:
 - a. Increase or preserve tax base
 - b. Finance or improve public infrastructure

- c. Provide quality employment opportunities in the City, or upgrade the skills of existing employees so as to support their advancement to higher-paying jobs
 - d. Provide or help acquire or construct public facilities
 - e. Contribute to the redevelopment or renewal of distressed areas
 - f. Contribute to the diversity and quality of Arlington's business community
2. Additional Criteria: The following additional criteria will be considered in determining the value and duration of the tax abatement:
- a. Degree to which the project meets the objectives of the City's Economic Development Strategic Plan and other goals of the City's Comprehensive Plan.
 - b. Degree to which the project makes a substantial contribution to redevelopment efforts or special area plans by enhancing either functional or visual characteristics, e.g. historical structures and façades, traffic circulations, parking, materials and urban design.
 - c. Number and types of jobs to be created or retained as a result of the project.
 - d. Sales taxes, hotels taxes or other incomes that would be generated by the project to the benefit of local taxing authorities.
 - e. Offsite infrastructure investment to be made by applicant as a result of the project.
 - f. Degree to which the project minimizes investment by the taxing authorities in order to serve the project.
 - g. The utilization of Arlington Contractors and/or Certified Minority/Women Owned Contractors, Suppliers and Service providers for the project's construction, Supply and Service Expenses.
3. Bonus Levels

Additional levels of abatement will be considered for applicants based upon a project's employment numbers, industry type, and wages. In no event may the abatement (including bonuses) granted to an applicant exceed 90%.

The following describes the conditions to be met to qualify annually for a bonus percentage.

Bonus Category and Conditions

Bonus Category: Wages

The median wage of persons employed at the site of the project in the City of Arlington exceed the Tarrant County's median wage

- (1) The Median Wage for Tarrant County will be determined by the Median Earnings for Workers as reported by the most recent release of the American Community Survey available at the time the Application for Incentives is submitted to the City.
- (2) A facility attempting to qualify for additional levels of abatement under this provision will determine their median wage by considering the gross annual income of the jobs in the facility when ranked by gross annual income for each year of the agreement in which they wish to qualify. Demonstrating that the value described in item (2) exceeds the value described in item (1) will satisfy qualification for additional abatement under this provision.

Bonus Category: Target Industry

Primary NAICS code of the firm must pertain to one of the City's target industries, as defined in the City's Economic Development Strategic Plan. A sampling of such NAICS codes are provided in **Exhibit "A"** of this Policy, attached and made a part of this policy for all purposes.

Bonus Category: Jobs Created/Retained

Jobs created/retained must be permanent, full-time employment positions that have provided or will result in employment of at least 1,820 hours per position in a year. Part-time positions shall not be included in this definition unless otherwise negotiated in the terms of the agreement.

IV.

Procedural Guidelines

- A. Any person, organization or corporation may request tax abatement by filing a written application with the City of Arlington Office of Economic Development.

1. An Application for Incentives form must be completed and signed by an officer of the company with corporate signature authority. The Application must be submitted to the City of Arlington Office of Economic Development prior to application for a building permit or issuance of a certificate of occupancy, whichever occurs first, for the project to which the incentive application pertains. The legal entity requesting the tax abatement must be properly formed prior to making an application.
 2. The Application of Incentives and the requirements of the applicant are detailed in Exhibit “B” to this Policy, attached and made a part of this Policy for all purposes.
- B. Upon receipt of a completed application, copies of the application shall be distributed to the appropriate City departments for internal review and comments. Additional information may be requested as needed to determine applicant’s eligibility for tax abatement according to this Policy.

V.

Consideration of Application and Authorization of Agreement

- A. An applicant’s request may be first considered by a Council Committee designated to consider such matters. However, the City Council of the City of Arlington shall have final decision-making authority on a tax abatement request. When either the City Council or the Committee considers a tax abatement request, it shall consider the feasibility and impact of the proposed tax abatement by making an estimate of the economic effect of the abatement of taxes and the benefit to the property to be covered by the abatement and to the taxing authorities involved.

The application shall require such financial and other information as may be deemed appropriate for evaluating the financial capacity of the applicant. This analysis may include an economic feasibility study which requires data such as:

- A detailed list of estimated improvement costs
 - A description of the methods of financing
 - All estimated costs and the time when related costs or monetary obligations are to be incurred
 - Historical financial statements and statements of revenues
 - Expenses, net income and cash flow for the first five years of the project which have been audited, reviewed or compiled by a certified public accountant
- B. The authorization of a tax abatement is not considered finalized until all items have been presented to and approved by the City Council in accordance with Tex. Tax Code Ann. Sec. 312.201, as amended from time to time.

- C. Any tax abatement agreement will address various issues, including, but not limited to, the following:
1. General description of the project;
 2. The percent of value to be abated each year;
 3. Method for calculating the value of the abatement including the base year value;
 4. Duration of the abatement, including commencement date and termination date;
 5. Legal description of the property;
 6. Kind, number, location and timetable of planned improvements;
 7. Specific terms and conditions to be met by applicant;
 8. The proposed use of the facility and nature of construction; and
 9. Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, recapture, administration and assignment.
 10. Operating or capital leases, if any.
- D. The terms of a tax abatement shall be negotiated on a case-by-case basis. Provisions for administration, termination and recapture shall be detailed in the agreement.

VI.
Denial of Abatement

- A. All eligible applications for tax abatement shall be considered on a case-by-case basis, and the decision to approve or deny tax abatement shall be made at the discretion of the City Council in accordance with the City of Arlington Policy Statement for Tax Abatement.
- B. Nothing herein shall imply or suggest that the City of Arlington is under any obligation or duty to provide tax abatement to any eligible applicant, or that any applicant has an entitlement to tax abatement except as may be determined on a case-by-case basis by the City Council.

VII.
Taxability

From the execution of the abatement agreement to the end of the agreement period, taxes shall be payable as follows:

- A. The value of ineligible property shall be fully taxable;
- B. The base year value property shall be fully taxable;
- C. The additional value of eligible property shall be taxed in the manner and for the period provided for in the abatement agreement; and
- D. The additional value of eligible property shall be fully taxable at the end of the abatement period, and in subsequent tax years.

(Revised 10/25/16)

Exhibit “A”

This represents a sampling of the target industries as identified in the economic development strategic plan. Additional NAICS codes may be considered for bonus levels.

TARGET INDUSTRY SECTORS ELIGIBLE FOR BONUS ABATEMENT LEVEL	
AEROSPACE	
NAICS CODE	DESCRIPTION
334	Computer/Electronic Product Manufacturing
334511	Search, Detection, Navigation, Guidance, Aeronautical and Nautical System/Instrument Manufacturing
336	Transportation Equipment Manufacturing
336411	Aircraft Manufacturing
336412	Aircraft Engine and Engine Parts Manufacturing
336413	Other Aircraft Parts and Auxiliary Equipment Manufacturing
336414	Guided Missile and Space Vehicle Manufacturing
336415	Guided Missile and Space Vehicle Propulsion Unit and Equipment Manufacturing
336419	Other Guided Missile and Space Vehicle Parts and Equipment Manufacturing
541	Professional, Scientific, & Technical Services
541712	R&D in the Physical, Engineering, and Life Sciences (except Biotech)
AUTOMOTIVE	
336	Transportation Equipment Manufacturing
3361	Motor Vehicle Manufacturing
3362	Motor Vehicle Body and Trailer Manufacturing
3363	Motor Vehicle parts Manufacturing
PROFESSIONAL & BUSINESS SERVICES	
511	Publishing Industries (except Internet)
5112	Software Publishers
522	Credit Intermediation and Related Activities
5222	Nondepository Credit Intermediation
5223	Credit Intermediation Activities
541	Professional, Scientific, & Technical Services
5415	Computer Systems Design and Related Services
5416	Management, Scientific, and Technical Consulting Services
551	Management of Companies and Enterprises
5511	Management of Companies/Enterprises
561	Administrative and Support Services
5611	Office Administrative Services
MEDICAL DEVICES	
334	Computer and Electronic Product Manufacturing
334510	Electromedical/Electrotherapeutic Apparatus Manufacturing
334517	Irradiation Apparatus Manufacturing
339	Miscellaneous Manufacturing
339112	Surgical and Medical Instrument Manufacturing
339113	Surgical Appliance and Supplies Manufacturing
339114	Dental Equipment and Supplies Manufacturing
339115	Ophthalmic Goods Manufacturing
INDUSTRIAL MACHINERY	
333	Machinery Manufacturing
333220	Plastics and Rubber Industrial Machinery Manufacturing
333294	Food Product Machinery Manufacturing
333295	Semiconductor Machinery Manufacturing
333298	All Other Industrial Machinery Manufacturing
541	Professional, Scientific and Technical Services
541330	Engineering Services

Exhibit “B”



APPLICATION FOR INCENTIVES

1. Beneficiary of Incentives _____
Property Owner ____, Business Owner ____, Leaseholder ____ (check all that apply)
Mailing address _____
Telephone _____ Fax _____
Cell Phone _____ Email _____

2. Contact Information _____
Title _____
Mailing address _____
Telephone _____ Fax _____
Cell Phone _____ Email _____
Relationship to Beneficiary: Same as above ____, Authorized Representative ____

3. Property address _____

4. Property legal description (metes & bounds) _____

Please check type of application you are submitting: Standard Tax Investment Financing

5. Attach a **complete** description of the project including:
A. Method of financing
B. Primary business activity at this site
C. Complete description of all land uses
D. Time schedule for completion of improvements
E. NAICS Industry Code
F. Descriptive list of improvements
1. Size _____ sq. ft.
2. Cost of construction \$ _____
3. Value of Personal Property
a. Inventory \$ _____
What percent is eligible for Freeport Exemption (exported from Texas within 175 days) ____ %
b. Equipment, machinery, furnishings, etc. \$ _____
G. What taxable sales will be generated at this location \$ _____ per year

6. These documents **must** be submitted prior to the City staff's review of the application:
• Property tax statement from the County Tax Office and/or Tax Certificate
• Plat/map of project location
• Drawings/Photographs to illustrate the project

7. Level of abatement requested _____% _____ Years on _____ Real Property or _____ Business Personal Property

8. Describe, in detail, all other incentives sought from the City- other economic incentives, fee waivers, fast-track plans review, etc.

9. Estimated taxable value of property improvements: Real _____ Personal _____
Estimated taxable value is the value of the improvements on January 1 of the year after the improvements are made.



10. Job Creation & Retention:

Number of Full Time Equivalent Jobs	Avg. Annual, Monthly or Hourly Wage	Benefits Provided	# of Positions Created	# of Positions Retained
Executive				
Professional				
Managerial				
Administrative				
General Labor				
Other				
Total				

11. Infrastructure improvements/modifications sought:

12. Will application be made to Tarrant County? Yes No

If yes, please contact Tarrant County Administrator's Office (817-884-2643) for separate application

13. On an attachment, describe why incentives are necessary for the success of this project and, how the improvements will benefit the property at the conclusion of the incentives (Include any documentation necessary to substantiate your request and if any other locations are under consideration).

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

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

Name

Title (Must be signed by a corporate officer with signature authority)

Date

This application must be completed and returned for consideration prior to the submission of an application for a building permit or the issuance of a certificate of occupancy, whichever comes first. Upon receipt of this application, the City of Arlington shall require such financial and other information as may be deemed appropriate for evaluating the financial capacity and other factors of the applicant.

An electronic copy of this application is available. For more information, please call (817) 459-6155

Completed requests should be submitted to:

Office of Economic Development

City of Arlington, M/S 03-0310

P.O. Box 90231 Arlington, TX 76004-0231

Staff Report



Zoning Case PD14-9R (Legends Express Car Wash)

City Council Meeting Date: 10-25-16

Document Being Considered: Ordinance

RECOMMENDATION

Following the public hearing, consider Zoning Case PD14-9R, with a Development Plan.

PRIOR BOARD OR COUNCIL ACTION

On October 15, 2014, the Planning and Zoning Commission recommended approval of PD14-9, a planned development for community commercial uses plus a carwash, with the following stipulation, by a vote of 9-0-0: exclude gasoline sales, pawn shop, and second-hand goods store uses from the PD.

On November 4, 2014, the City Council approved PD14-9 first reading by a vote of 9-0-0.

On November 18, 2014, the City Council approved PD14-9 second reading by a vote of 7-0-0.

On April 20, 2016, the Planning and Zoning Commission recommended approval of PD14-9R by a vote of 9-0-0, with the following stipulations:

1. The enclosure wall surrounding the outside run will match the materials of the primary structure
2. A shade structure will be provided to cover the outside run.

On May 10, 2016, the City Council continued first reading by a vote of 9-0-0.

On August 2, 2016, the applicant requested continuance until September 6, 2016.

On August 19, 2016, the applicant requested continuance to October 11, 2016 City Council meeting.

On October 11, 2016, the City Council continued first reading by a vote of 7-0-0. Noting concerns related to the site history and for future Package Liquor Store requests for the property.

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 may include multiple windows along the front façade, an articulated entrance encased in accent materials of stone or marble tiles, and trim caps along to roofline.

At the October 11, 2016, City Council meeting, concerns of the possibility of future amendments to this PD requesting Package Liquor Store uses was discussed. It was determined, that even though a Packaged Liquor Store use in CC is prohibited, City Council wanted to clearly note that future amendments for a Package Liquor Store use will not be supported favorably for PD14-9R.

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 (5 pages)

Letter from Scott Maynor

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 25th day of October, 2016 at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the 1st day of November, 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 addresses 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, Second-hand goods store, Specialty paraphernalia sales, Tattoo parlor, Alternative Financial Institution, Cemetery, Crop production, Marina, Gas well, Night club, Self-storage facility, Bail bond service, and Package Liquor 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
- Arlington Independent School District
- 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
- Southwest Arlington Property Owners (SWAPO)
- Turf Club Estates
- West Citizen Action Network (WeCan)
- 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:

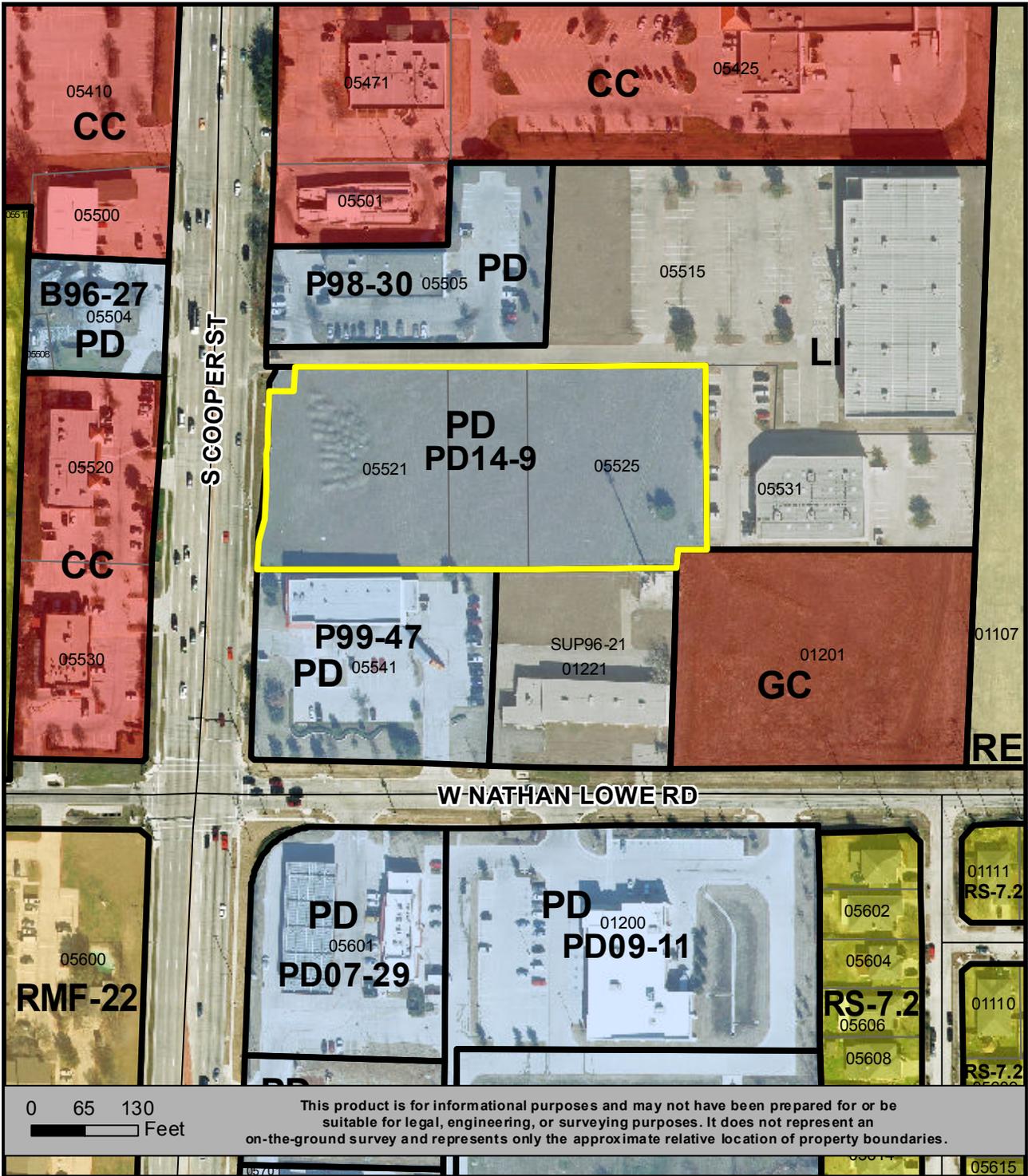
Planned Development (PD) for all Community Commercial (CC) uses plus a car wash and a commercial kennel with an outside run, with a Development Plan

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, Community garden, Public park or playground, 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, 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, Banquet hall, Billiard parlor, Bowling alley, Bingo hall, Gun range, Recreation general outdoor (other than listed), Wrecker service, Transit passenger terminal, Utility installation other than listed, Telecommunication Facilities Towers >75 ft., Stealth towers >100 ft.,

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., Wholesale Supply business

Prohibited Uses - Gasoline sales, Pawn shop, Second-hand goods store, Specialty paraphernalia sales, Tattoo parlor, Alternative Financial Institution, Cemetery, Crop production, Marina, Gas well, **Night club, Self-storage facility, Bail bond service, and Package Liquor Store**



LOCATION MAP
PD14-9R

AMENDMENT TO PD
3.002 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.

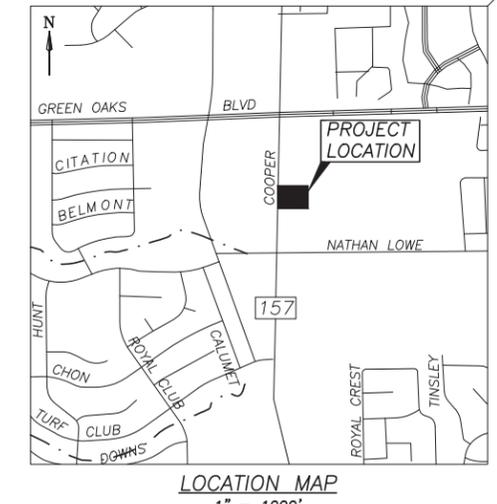
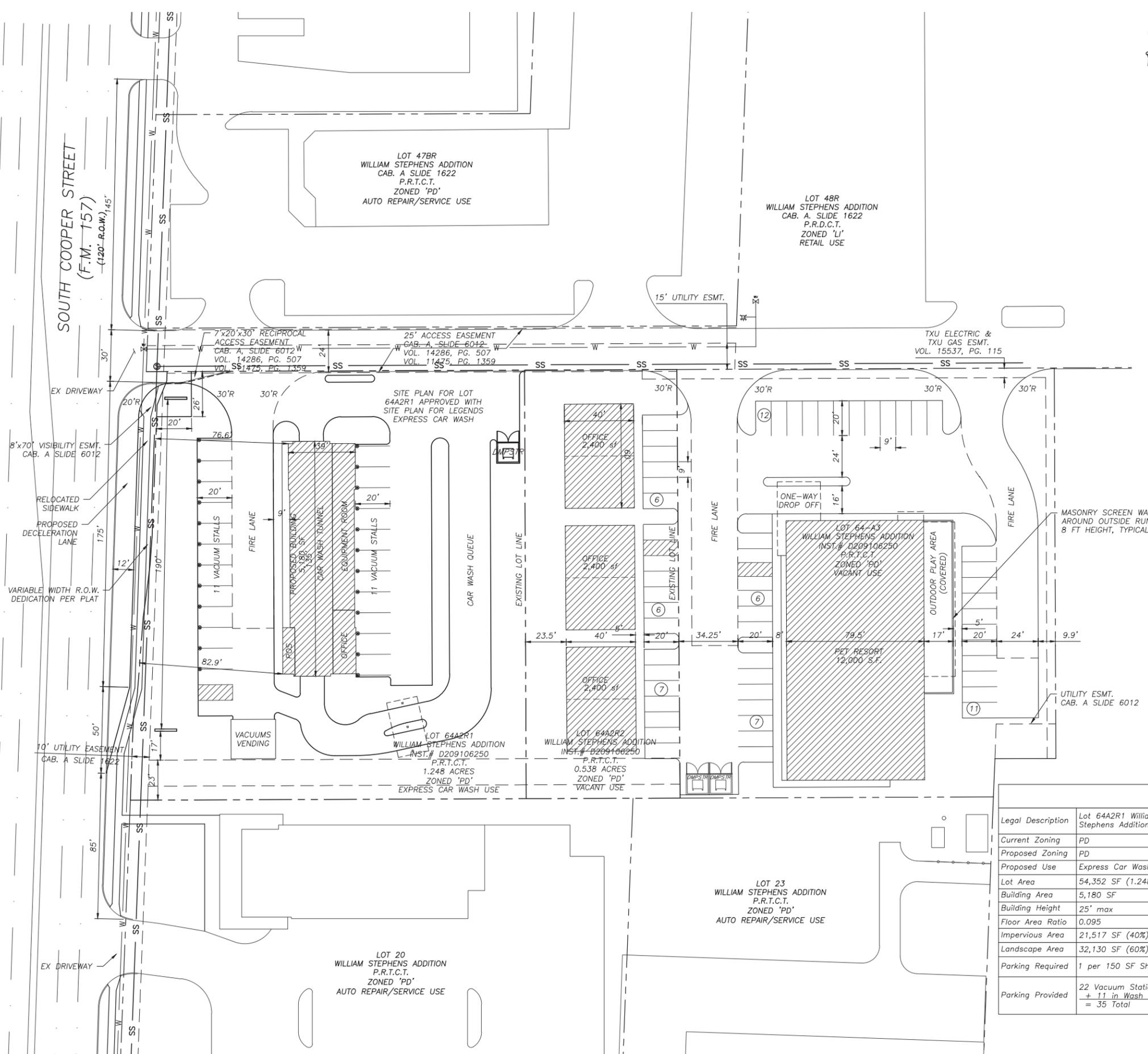


View of adjacent commercial use as seen from the subject site. View south.



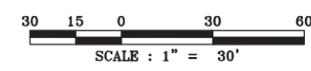
View of adjacent commercial uses located east of the subject site. View east.

Dwg Info: C:\Projects\2016\12025\Legends_Mirington\2016\12025\Mirington Zoning Site Plan.dwg - Plot Date: 9/26/2016



- ZONING REQUEST INFORMATION**
- The first zoning district that permits the proposed car wash use and the dog kennel with outside run 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(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(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 64A2R1 - Express Car Wash
 - Lot 64A2R2 - No Restrictions Proposed
 - Lot 64-A3 - Kennel with outside kennel runs; & Office
 - The buildings developed on Lot 64A2R2 and 64-A3 will comply with the Commercial Design Standards and will incorporate elements of the building on Lot 1A to create a unified development.

SITE DATA SUMMARY			
Legal Description	Lot 64A2R1 William Stephens Addition	Lot 64A2R1 William Stephens Addition	Lot 64-A3 William Stephens Addition
Current Zoning	PD	PD	PD
Proposed Zoning	PD	PD	PD
Proposed Use	Express Car Wash	Office (Future)	Animal Kennel (Future)
Lot Area	54,352 SF (1.248 Ac.)	23,437 SF (0.538 Ac.)	52,963 SF (1.216 Ac.)
Building Area	5,180 SF	7,200 SF	12,000 SF
Building Height	25' max	25' max	25' max
Floor Area Ratio	0.095	0.307	0.227
Impervious Area	21,517 SF (40%)	TBD	TBD
Landscape Area	32,130 SF (60%)	TBD	TBD
Parking Required	1 per 150 SF Shop Area = 35	2.5 per 1000 SF = 18	Kennel: 1 per 1000 SF = 12
Parking Provided	22 Vacuum Stations + 2 Accessible + 11 in Wash Queue = 35 Total	19 Total (1 Accessible)	36 Total (2 Accessible)



NO.	DATE	COMMENT
1	08/19/2014	CITY COMMENTS

Revisions

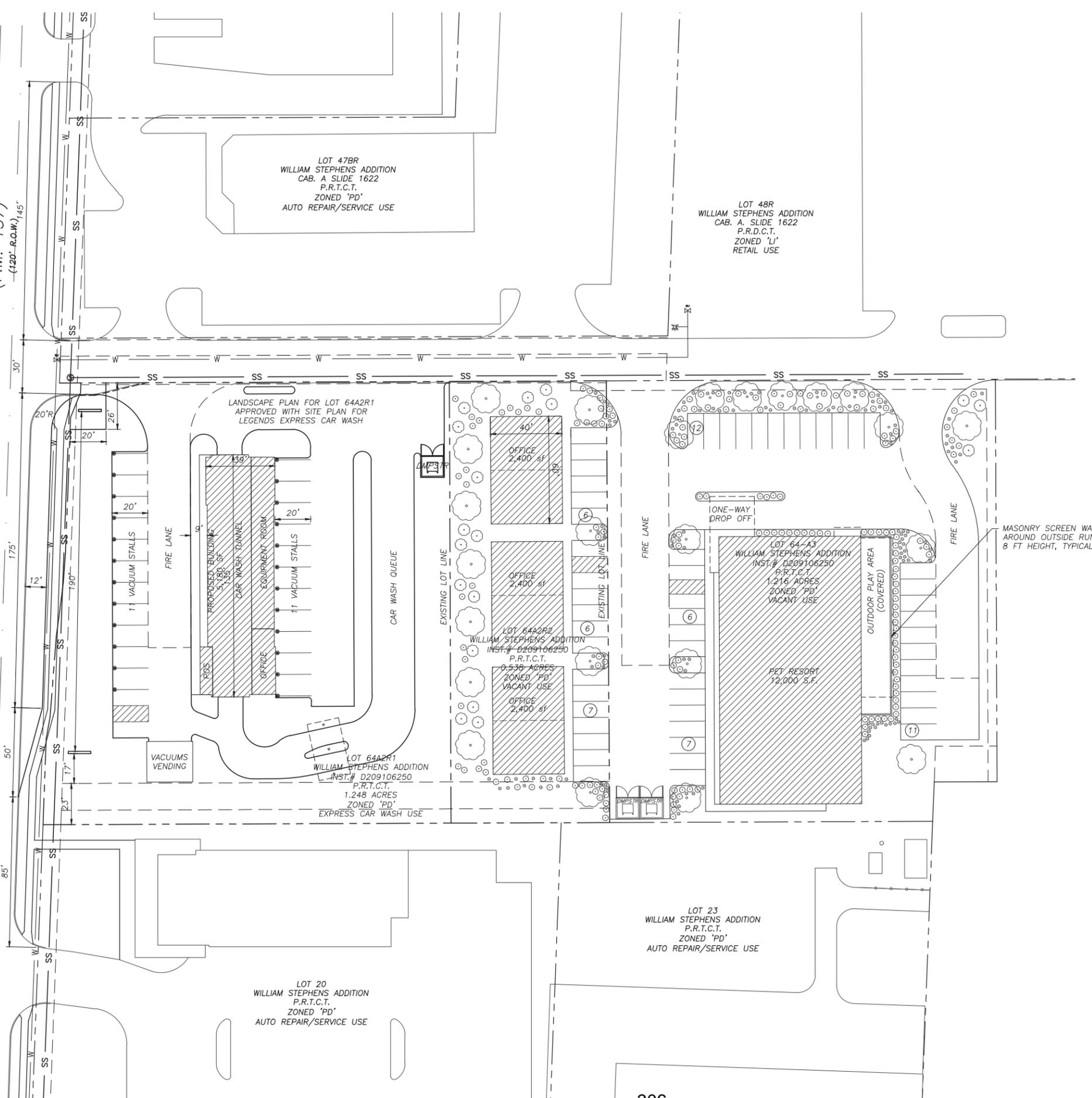
CobbFendley
 TBPE Firm Registration No. 274
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 2801 Network Boulevard, Suite 800
 Frisco, Texas 75034
 972.335.3214 | fax 972.335.3202 | www.cobbhendley.com

WILLIAMS STEPHENS ADDITION
LOT 64A2R1, 64A2R2, 64-A3
SITE CONCEPT PLAN

DATE: 09/21/2016	SCALE: SEE SHEET
DESIGN BY: SLM	DRAWN BY: SLM
SHEET NO. 1 OF 1	JOB NUMBER: 1312-028-03
SHEET ID: Mirington Zoning Site Plan.dwg	
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SP-01

SOUTH COOPER STREET
(F.M. 157)
(120'-R.O.W.)_{145'}



NO.	DATE	COMMENT
1	08/19/2014	CITY COMMENTS

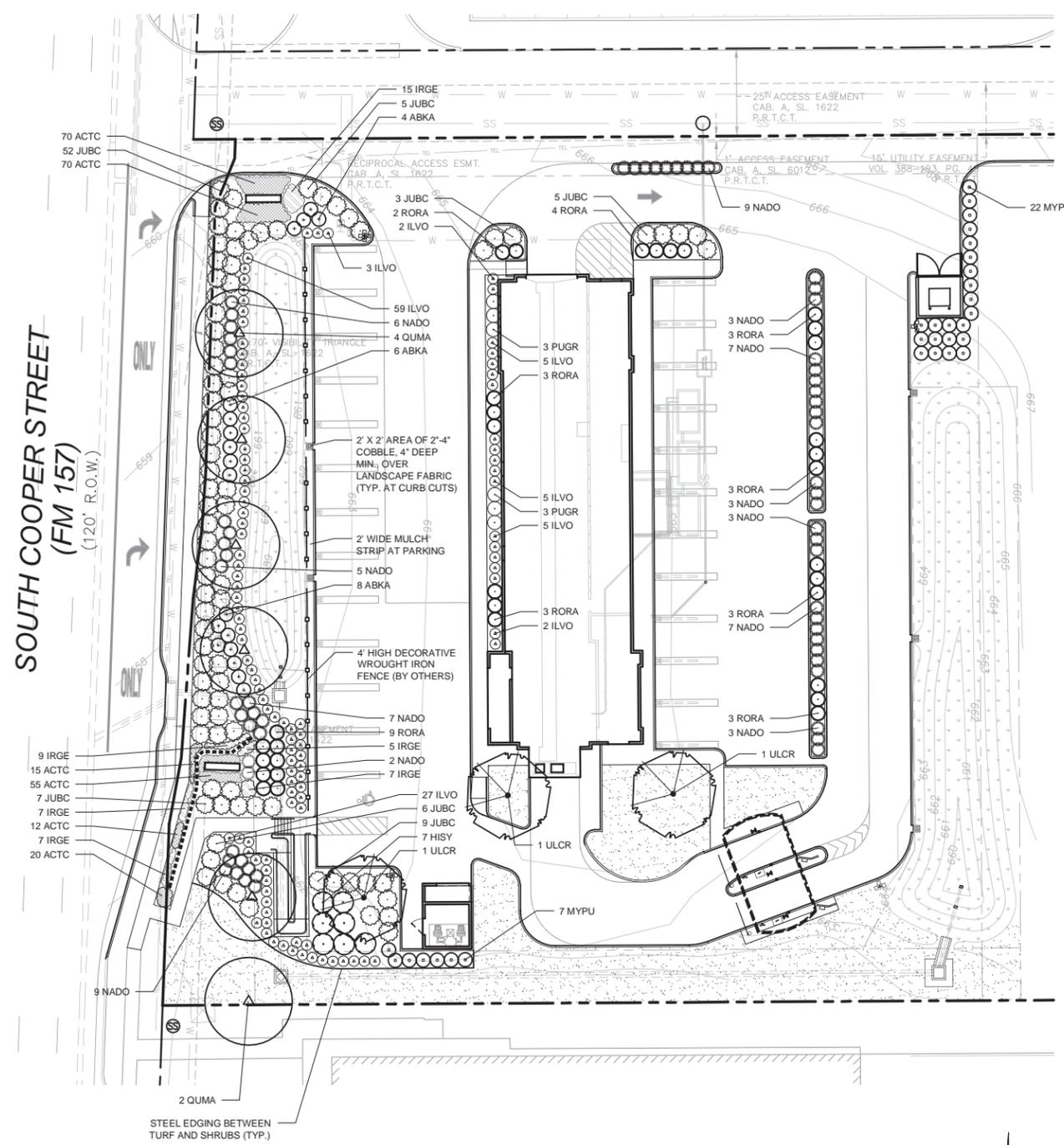
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**WILLIAMS STEPHENS ADDITION
 LOT 64A2R1, 64A2R2, 64-A3
 LANDSCAPE CONCEPT PLAN**

DATE:	09/21/2016	SCALE:	SEE SHEET
DESIGN BY:	SLM	DRAWN BY:	SLM
SHEET NO.:	1 OF 1	JOB NUMBER:	1312-028-03
SHEET ID:	Arlington Zoning Site Plan.dwg	© 2016 Cobb, Fendley & Associates, Inc.	

L-01

**SOUTH COOPER STREET
(FM 157)
(120' R.O.W.)**



PLANTING LEGEND

SYMBOL	BOTANIC NAME	COMMON NAME	SIZE	SPACING	QUANTITY	REMARKS
TREES						
QUMA	Quercus macrocarpa	Burr Oak	4" cal., 12'-14" high	20' o.c. min.	6	
ULCR	Ulmus crassifolia	Cedar Elm	4" cal., 12'-14" high	Per plan	3	
NOTE: ALL TREES SHALL BE CONTAINER-GROWN, CONTAINER SIZE AS APPROPRIATE FOR THE CALIPER SPECIFIED. SEE SPECIFICATIONS FOR PROPER ROOT QUALITY.						
SHRUBS						
ABKA	Abelia grandiflora 'Kaleidoscope'	Kaleidoscope Abelia	#5 cont.	4' o.c.	18	
HISY	Hibiscus syriacus 'Diana'	Diana Rose-of-Sharon	#5 cont.	6' o.c.	7	
ILVO	Ilex vomitoria 'Nana'	Dwarf Yaupon Holly	As needed	3' o.c.	108	30' high min. at planting
JUBC	Juniperus horizontalis 'Blue Chip'	Blue Chip Juniper	#5 cont.	5' o.c.	87	
MYPU	Myrica pusilla	Dwarf Wax Myrtle	#5 cont.	4' o.c.	29	
NADO	Nandina domestica 'Compacta'	Compact Heavenly Bamboo	#5 cont.	3.5' o.c.	64	
PUGR	Punica granatum 'Nana'	Dwarf Pomegranate	#5 cont.	4' o.c.	6	
RORA	Rosa 'Radsunny'	Sunny Knock-Out Rose	#3 cont.	4' o.c.	33	
PERENNIALS AND ORNAMENTAL GRASSES						
ACTC	Achillea 'Terra Cotta'	Terra Cotta Yarrow	#1 cont.	12" o.c.	242	
IRGE	Iris germanica	Tall Bearded Iris	#1 cont.	18" o.c.	50	Blue/salmon colors, even mix
TURF AND BIOSWALE MIX						
	Cynodon dactylon	Common Bermuda Grass	Sod	---	---	
	---	Bioswale Mix (see below)	Varies	18" o.c.	---	
BIOSWALE MIX PLANTS:						
BOTANIC NAME	COMMON NAME	SIZE	BIOSWALE NOTES:			
Andropogon gerardii	Big Bluestem	Live roots	1) BEFORE INSTALLING BIOSWALE PLANTS AND ROOTS, INSTALL 'BIONET' SHORT-TERM EROSION CONTROL BLANKET, MODEL S758N, AS MANUFACTURED BY NORTH AMERICAN GREEN (OR EQUAL). INSTALL AND STAKE PER MANUFACTURER'S SPECIFICATIONS. SEE ALSO THE CIVIL ENGINEER'S EROSION CONTROL PLAN.			
Aster prealtus	Willow Aster	Live roots	ALL PLANTS SHALL BE INSTALLED IN GROUPINGS OF 3-7 PLANTS, WITH GROUPINGS IN A RANDOM PATTERN THROUGHOUT THE AREA TO BE PLANTED. INDIVIDUAL PLANTS SHALL BE INSTALLED AT 18" O.C., TRIANGULAR SPACING.			
Lobelia cardinalis	Cardinal Flower	4" pots	LIVE ROOTS ARE AVAILABLE FROM NATIVE AMERICAN SEED, JUNCTION, TX, (800) 728-4043.			
Panicum virgatum	Switchgrass	Live roots				
Tripsacum dactyloides	Eastern Gamagrass	Live roots				

LANDSCAPE CALCULATIONS - LOT 1

LANDSCAPE SETBACK

FRONTAGE LENGTH:	247 LF
TREES REQUIRED:	6, 4" TREES (1, 4" TREE PER 45 LF)
TREES PROVIDED:	6, 4" TREES
SHRUBS REQUIRED:	70 SHRUBS (14 SHRUBS PER 50 LF)
SHRUBS PROVIDED:	71 SHRUBS
TOTAL SETBACK AREA:	3,577 SF
MAXIMUM TURF ALLOWED:	1,431 SF (40%)
TURF PROVIDED:	545 SF (15.2%)

INTERIOR PARKING

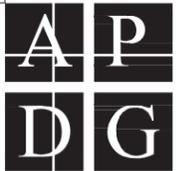
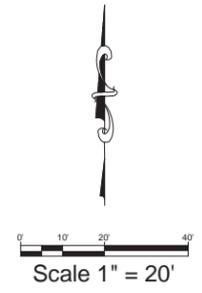
TOTAL PARKING SPACES:	25 SPACES (25 REQUIRED, 0 OVERPARKED)
TREES REQUIRED:	3 TREES
	- 1 TREE PER 10 REQUIRED SPACES = 3 TREES
	- 1 TREE PER 3 OVERPARKED SPACES = 0 ADD'L SPACES/3 = 0 TREES
TREES PROVIDED:	3 TREES

ROOT BARRIERS

THE CONTRACTOR SHALL INSTALL ROOT BARRIERS NEAR ALL NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS. ROOT BARRIERS SHALL BE EQUIVALENT TO 'CENTURY' OR 'DEEP-ROOT' 24" DEEP PANELS. BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. INSTALL PANELS PER MANUFACTURER'S RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE THE ROOTBALL.

MULCHES

AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 3" THICK LAYER OF 1-1/2" SHREDDED WOOD MULCH IN ALL PLANTING AREAS. CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED.



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ARLINGTON, TEXAS



A NEW CAR WASH FACILITY FOR:

REVISIONS

No.	DATE	NOTE

Drawn by: LML
 Checked by: LML
 Project No. 13-0925
 Date 06-20-2014



LANDSCAPE PLAN
L1.1

PLANTING SPECIFICATIONS

GENERAL

- QUALIFICATIONS OF LANDSCAPE CONTRACTOR
 - ALL LANDSCAPE WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE FIRM SPECIALIZING IN LANDSCAPE PLANTING.
 - A LIST OF SUCCESSFULLY COMPLETED PROJECTS OF THIS TYPE, SIZE AND NATURE MAY BE REQUESTED BY THE OWNER FOR FURTHER QUALIFICATION MEASURES.
 - 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.
- SCOPE OF WORK
 - 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.
 - 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.
 - 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

- ALL MANUFACTURED PRODUCTS SHALL BE NEW, CONTAINER AND BALLED-AND-BURLAPPED PLANTS:
 - 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. 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).
 - 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.
 - 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.
 - 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.
 - MULTI-TRUNK TREES SHALL BE MEASURED BY THEIR OVERALL HEIGHT, MEASURED FROM THE TOP OF THE ROOT BALL.
 - 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.
- PROVIDE WELL-ROOTED TREES 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.
- 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.
- TOPSOIL: SANDY TO CLAY LOAM TOPSOIL, FREE OF STONES LARGER THAN 1/2 INCH, FOREIGN MATTER, PLANTS, ROOTS, AND SEEDS.
- 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. 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.
- 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).
- MULCH: SIZE AND TYPE AS INDICATED ON PLANS, FREE FROM DELETERIOUS MATERIALS AND SUITABLE AS A TOP DRESSING OF TREES AND SHRUBS.
- WEED FABRIC: 5 OUNCE, WOVEN, NEEDLE-PUNCHED FABRIC, SUCH AS DEWITT PROS LANDSCAPE FABRIC (OR APPROVED EQUAL).
- TREE STAKING AND GUYING
 - STAKES: 6' LONG GREEN METAL T-POSTS.
 - CUT AND TIE WIRE: ASTM A 641, CLASS 1, GALVANIZED STEEL WIRE, 2-STRAND, TWISTED, 0.106 INCH DIAMETER.
 - STRAP CHAFING GUARD: REINFORCED NYLON OR CANVAS AT LEAST 1-1/2 INCH WIDE, WITH GROMMETS TO PROTECT TREE TRUNKS FROM DAMAGE.
- STEEL EDGING: PROFESSIONAL STEEL EDGING, 14 GAUGE THICK X 4 INCHES WIDE, FACTORY PAINTED DARK GREEN. ACCEPTABLE MANUFACTURERS INCLUDE COL-MET OR APPROVED EQUAL.
- 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.

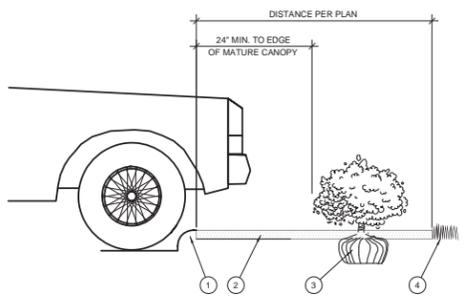
METHODS

- SOIL PREPARATION
 - 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.
 - SOIL TESTING:
 - 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.
 - CONTRACTOR SHALL SUBMIT THE PROJECT'S PLANT LIST TO THE LABORATORY ALONG WITH THE SOIL SAMPLES.
 - THE SOIL REPORT PRODUCED BY THE LABORATORY SHALL CONTAIN RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE): GENERAL SOIL PREPARATION AND BACKFILL MIXES, PRE-PLANT FERTILIZER APPLICATIONS, AND ANY OTHER SOIL RELATED ISSUES. THE REPORT SHALL ALSO PROVIDE A FERTILIZER PROGRAM FOR THE ESTABLISHMENT PERIOD AND FOR LONG-TERM MAINTENANCE.
 - 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.
 - FOR BIDDING PURPOSES ONLY, THE SOIL PREPARATION SHALL CONSIST OF THE FOLLOWING:
 - TURF: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 6" OF SOIL BY MEANS OF ROTOTILLING:
 - AFTER CROSS-RIPPING:
 - NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
 - AMMONIUM PHOSPHATE 16-20-0 - 15 LBS PER 1,000 S.F.
 - AGRICULTURAL GYPSUM - 100 LBS PER 1,000 S.F.
 - TREES, SHRUBS, AND PERENNIALS: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 6" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:
 - NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
 - FERTILIZER - 10 LBS PER CU. YD.
 - AGRICULTURAL GYPSUM - 10 LBS. PER CU. YD.
 - IRON SULPHATE - 2 LBS. PER CU. YD.
 - 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.
 - 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.

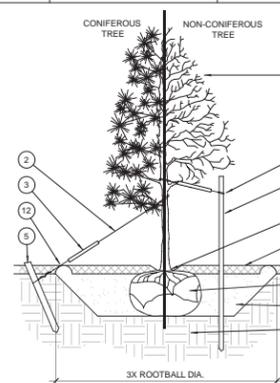
GENERAL PLANTING

- REMOVE ALL NURSERY TAGS AND STAKES FROM PLANTS.
- EXCEPT IN AREAS TO BE PLANTED WITH ORNAMENTAL GRASSES, APPLY PRE-EMERGENT HERBICIDES AT THE MANUFACTURER'S RECOMMENDED RATE.
- TRENCHING NEAR EXISTING TREES:
 - 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).
 - 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.
 - 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.
 - 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.
- TREE PLANTING
 - 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.
 - SCAFFITY 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.
 - 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.
 - INSTALL THE TREE ON UNDISTURBED SUBGRADE SO THAT THE TOP OF THE ROOTBALL IS TWO TO FOUR INCHES ABOVE THE SURROUNDING GRADE.
 - BACKFILL THE TREE HOLE UTILIZING THE EXISTING TOPSOIL FROM ON-SITE. ROCKS LARGER THAN 1" DIA. AND ALL OTHER DEBRIS SHALL BE REMOVED FROM THE SOIL PRIOR TO THE BACKFILL. SHOULD ADDITIONAL SOIL BE REQUIRED TO ACCOMPLISH THIS TASK, USE STORED TOPSOIL FROM ON-SITE OR IMPORT ADDITIONAL TOPSOIL FROM OFF-SITE AT NO ADDITIONAL COST TO THE OWNER. IMPORTED TOPSOIL SHALL BE OF SIMILAR TEXTURAL CLASS AND COMPOSITION IN THE ON-SITE SOIL.
 - 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:
 - 1"-2" TREES: TWO STAKES PER TREE
 - 2-1/2"-4" TREES: THREE STAKES PER TREE
 - TREES OVER 4" CALIPER: THREE STAKES PER TREE
 - MULTI-TRUNK TREES: THREE STAKES PER TREE MINIMUM, QUANTITY AND POSITIONS AS NEEDED TO STABILIZE THE TREE.
 - 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).
- SHRUB, PERENNIAL, AND GROUND COVER PLANTING
 - 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.
 - INSTALL THE WEED BARRIER CLOTH, OVERLAPPING IT AT THE ENDS. UTILIZE STEEL STAPLES TO KEEP THE WEED BARRIER CLOTH IN PLACE.
 - WHEN PLANTING IS COMPLETE, INSTALL MULCH (TYPE AND DEPTH PER PLANS) OVER ALL PLANTING BEDS, COVERING THE ENTIRE PLANTING AREA.
- SODDING
 - SOD VARIETY TO BE AS SPECIFIED ON THE LANDSCAPE PLAN.
 - LAY SOD WITHIN 24 HOURS FROM THE TIME OF STRIPPING. DO NOT LAY IF THE GROUND IS FROZEN.
 - 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.
 - ROLL THE SOD TO ENSURE GOOD CONTACT OF THE SOD'S ROOT SYSTEM WITH THE SOIL UNDERNEATH.
 - 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.
- HYDROMULCHING
 - THE HYDROMULCH MIX (PER 1,000 SF) SHALL BE AS FOLLOWS:
 - WINTER MIX (OCTOBER 1 - MARCH 31)
 - 50# CELLULOSE FIBER MULCH
 - 2# UNHULLED BERMOUDA SEED
 - 2# ANNUAL RYE SEED
 - SUMMER MIX (APRIL 1 - SEPTEMBER 30)
 - 50# CELLULOSE FIBER MULCH
 - 2# HULLED BERMOUDA SEED
 - 15# 15-15-15 WATER SOLUBLE FERTILIZER
- CLEAN UP
 - DURING LANDSCAPE PREPARATION AND PLANTING, KEEP ALL PAVEMENT CLEAN AND ALL WORK AREAS IN A NEAT, ORDERLY CONDITION.
 - DISPOSED LEGALLY OF ALL EXCAVATED MATERIALS OFF THE PROJECT SITE.
- INSPECTION AND ACCEPTANCE
 - 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 FROM THE OWNER TO DETERMINE IF THE WORK IS ACCEPTABLE.
 - 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.
 - 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.
- LANDSCAPE MAINTENANCE
 - 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. 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.
 - TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS MUST OCCUR:
 - 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.
 - ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE.
 - SEEDING/HYDROMULCHED AREAS, AND IRRIGATION SYSTEMS FOR A PERIOD OF ONE YEAR, FROM THE DATE OF 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.
 - AFTER THE INITIAL MAINTENANCE PERIOD AND DURING THE GUARANTEE PERIOD, THE LANDSCAPE CONTRACTOR SHALL ONLY BE RESPONSIBLE FOR REPLACEMENT OF PLANTS WHEN PLANT DEATH CANNOT BE ATTRIBUTED DIRECTLY TO OVERWATERING OR OTHER DAMAGE OF AT LEAST 3" LOWER THAN THE TOP OF WALL.
 - 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

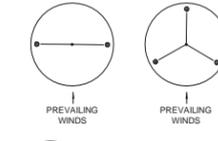


E HEDGE PLANTING AT PARKING AREA
SCALE: NOT TO SCALE



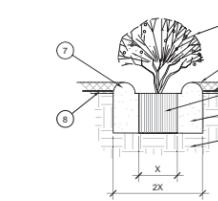
- TREE CANOPY.
- CINCH-TIES (24" BOX TREES AND SMALLER) OR 12 GAUGE GALVANIZED WIRE WITH NYLON TREE STRAPS AT TREE AND STAKE (36" BOX TREES AND LARGER). SECURE TIES OR STRAPS TO TRUNK JUST ABOVE LOWEST MAJOR BRANCHES.
- 24" X 3/4" P.V.C. MARKERS OVER WIRES.
- GREEN STEEL T-POSTS. EXTEND POSTS 12" MIN. INTO UNDISTURBED SOIL.
- PRESSURE-TREATED WOOD DEADMAN, TWO PER TREE (MIN.). BURY OUTSIDE OF PLANTING PIT AND 18" MIN. INTO UNDISTURBED SOIL.
- TRUNK FLARE.
- MULCH, TYPE AND DEPTH PER PLANS. DO NOT PLACE MULCH WITHIN 6" OF TRUNK.
- FINISH GRADE.
- ROOT BALL.
- BACKFILL, AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS.
- UNDISTURBED NATIVE SOIL.
- 4" HIGH EARTHEN WATERING BASIN.

STAKING EXAMPLES (PLAN VIEW)

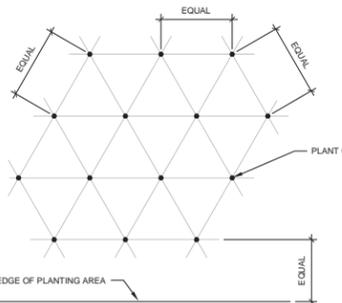


X TREE PLANTING
SCALE: NOT TO SCALE

- NOTES:**
- SCAFFRY SIDES OF PLANTING PIT PRIOR TO SETTING TREE.
 - REMOVE EXCESS SOIL APPLIED ON TOP OF THE ROOTBALL THAT COVERS THE ROOT FLARE. THE PLANTING HOLE DEPTH SHALL BE SUCH THAT THE ROOTBALL RESTS ON UNDISTURBED SOIL, AND THE ROOT FLARE IS 1" ABOVE FINISH GRADE.
 - FOR B&B TREES, CUT OFF BOTTOM 1/3 OF WIRE BASKET BEFORE PLACING TREE IN HOLE. CUT OFF AND REMOVE REMAINDER OF BASKET AFTER TREE IS SET IN HOLE. REMOVE ALL NYLON TIES, TWINE, ROPE, AND OTHER PACKING MATERIAL. REMOVE AS MUCH BURLAP FROM AROUND ROOTBALL AS IS PRACTICAL.
 - REMOVE ALL NURSERY STAKES AFTER PLANTING.
 - FOR TREES OVER 3" CALIPER AND TREES 36" BOX AND LARGER, USE THREE STAKES OR DEADMEN (AS APPROPRIATE), SPACED EVENLY AROUND TREE.
 - STAKING SHALL BE TIGHT ENOUGH TO PREVENT TRUNK FROM BENDING, BUT LOOSE ENOUGH TO ALLOW SOME TRUNK MOVEMENT IN WIND.



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"	

EXAMPLE: PLANTS AT 18" O.C. IN 100 SF OF PLANTING AREA = 100/25 = 44 PLANTS

C PLANT SPACING
SCALE: NTS

GENERAL PLANTING NOTES

- 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.
- 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.
- 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.
- 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.
- INSTALL 14G. GREEN STEEL EDGING BETWEEN ALL PLANTING BEDS AND TURF AREAS, AND BETWEEN GROUNDCOVERS AND OTHER PLANTS (WHERE INDICATED ON THE PLAN).
- HYDROMULCH ALL DISTURBED AREAS OUTSIDE OF PROPERTY LIMITS (UNLESS SHOWN AS SOD).
- 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.).
- 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.
- 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).
- PLANTS MAY BE INSPECTED AND APPROVED OR REJECTED ON THE JOBSITE BY THE OWNER OR OWNER'S REPRESENTATIVE.
- 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.
- 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.
- TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS MUST OCCUR:
 - 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.
 - ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE.
 - 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.
- SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS.



ARLINGTON, TEXAS



A NEW CAR WASH FACILITY FOR:

REVISIONS		
No.	DATE	NOTE

Drawn by: LML
Checked by: LML
Project No. 13-0925
Date 06-20-2014

LANDSCAPE SPECS & DETAILS L1.2

EVERGREEN DESIGN GROUP
Landscape Designers & Consultants
8000 680 6830
15305 Dallas Pkwy., Ste 300
Addison, TX 75001
www.landscape-consultants.net



ARCHITECTURE INC

JAA ARCHITECTURE INC.
2716 ST. JOHN'S AVE
JACKSONVILLE FL. 32205
P: (904) 379-5108
E: JOHN@JAAARCHITECTURE.COM
LIC. AR92748

THIS DOCUMENT, ALONG WITH ASSOCIATED DOCUMENTS, IS AN INSTRUMENT OF DESIGNER'S SERVICE FOR THE EXCLUSIVE USE AT THE PROJECT TITLED HEREIN. INFORMATION DERIVED FROM THIS DOCUMENT, AND/OR ASSOCIATED DOCUMENTS, MAY NOT BE USED FOR OTHER WORK(S) OR PROJECT(S) WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE DESIGNER.

NEW PET RESORT
PET PARADISE
SOUTH COOPER STREET
ARLINGTON, TX



① FRONT ELEVATION PRESENTATION
3/16" = 1'-0"

REVISIONS		
#	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		



DATE: 6.15.16

SHEET: ELEVATION

A002

SCHEMATIC DESIGN

September 21, 2016

City of Arlington
101 West Abram Street
Arlington, TX 76010

Re: PD14-9 Amendment
5521, 5523, and 5525 S. Cooper St.
Lot 64A2R1, 64A2R2, 64-A3 Williams Stephens Addition

Dear Council:

My name is Scott Maynor, and I am a civil engineer for Cobb, Fendley & Associates, Inc., the firm representing this project for the property owners. I wanted to provide you a history of this project and share some insight into why we are pursuing the PD amendment to allow an outdoor dog run.

Our firm originally became involved in this project for the Legends Express Car Wash developer. The properties involved were zoned CC and LI. Mr. Spain's property was zoned LI, under which an outside dog run is permitted.

The Development Plan was tailored to define the immediate pursuit of the car wash use, the features and aesthetics specific to the car wash, and to afford some flexibility in the use for the remainder of the development, while creating an underlying CC zoning for the entire development. The concept for the portion of the development that was not clearly defined by the car wash use were intended to be possibilities for the development of the property, of which one strong possibility is a pet boarding facility. The Development Plan went through a few iterations with a pet facility in mind. Early versions of the plan did include an outdoor dog run.

During staff review of the plan that included an outdoor dog run, we were alerted that outdoor dog runs are not permitted in the CC zoning district. In my haste to address comments and move the project forward, I failed to consult with Mr. Spain on this matter, and in doing so I removed the outdoor dog run. The PD was approved in this condition. Had I coordinated properly, we would have pursued the outdoor dog run in the original zoning case.

Mr. Spain was notified of the restriction on his property at a meeting with staff and had been to that point unaware of my error. When I reached out to Mr. Spain, he was gracious in allowing me to represent the PD amendment and add the outside dog run. In conversations with staff and Council, Mr. Spain has emphasized that the pet boarding facility will incorporate architectural design features consistent with the Development Plan, but as there are no immediate plans to build, the specifics of the potential building are yet undefined. There is opportunity during the Site Plan process for the City to review site plans and façade plans to ensure that any proposed development meets the criteria prescribed in the PD.

It is my hope that you will extend grace in light of my error, and approve the PD amendment to restore to Mr. Spain's property a use that was previously permitted by right, a use that was removed by mistake.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.



Scott L. Maynor, P.E.
Project Manager

Staff Report



Zoning Case PD16-20 (Sandlin Delafield, Inc.)	
City Council Meeting Date: 10-25-16	Document Being Considered: Ordinance

RECOMMENDATION

Following the public hearing, consider Zoning Case PD16-20, with a development plan.

PRIOR BOARD OR COUNCIL ACTION

On October 5, 2016 the Planning and Zoning Commission recommended approval of PD16-20, by a vote of 6-0-0 with the following stipulations;

1. All proposed trees shall be four inches in caliper at installation.
2. The applicant shall provide a park trail connection from the proposed development to the currently developed trail located at W.O. & Zeta Workman Park. This connection is contingent upon the applicant receiving permission from the utility provider to cross their 150 foot wide utility easement located to the north of the property.

ANALYSIS

Request

The applicant requests to change the zoning on approximately 5.532 acres of land addressed at 6900 Silo Road. The subject site is north of East Eden Road and west of Silo Road.

Current zoning: Neighborhood Commercial (NC)
 Requested zoning: Planned Development (PD) for Residential Single Family-7.2 (RS-7.2) uses, with a Development Plan

The subject site is undeveloped and consists of one unplatted parcel. This is a triangular shaped site, located at the northwest corner of Silo and Eden Road, and backing up to a 150-foot wide utility corridor located along the northern property line.

Proposed Development

The applicant is proposing to develop the site as a gated, single family residential subdivision, with 18 residential lots and one open space lot, accessed by one double-loaded private drive entering the site from Silo Road and terminating in a cul-de-sac.

Currently, the residential developments in the general vicinity that have been developed with lots of this size have not gone through the PD process as they had the appropriate zoning for their proposed developments. Of those residential developments that have been developed in the area through a PD, there are five projects that are located within a one mile radius of the subject site. These PDs addressed zero lot line development, commercial adjacency (PD-CA), lot dimensions, and lot size. The PD process allowed for greater flexibility in design and quality control. This property is one of the few sizable undeveloped lots remaining in the area.

	Residential Single-Family 7.2 RS-7.2	Proposed Sandlin Delafield Development Standards
Lot Area	7,200 square feet	10,317 square-foot average Lots range from 7,200 to 29,426 square feet
Lot Width	60-feet (min)	60-150 feet
Gross Living Area (minimum)	1,500 square feet (min)	1,600-1,800 sq. ft. (max of 4 lots)

		1,800-3,200 sq. ft. (remaining 14 lots)
Architectural Features on front elevation	Minimum of 4	Minimum of 5 (including decorative garage doors)
Roof Pitch	Minimum 6/12	Minimum 8/12

The proposed perimeter landscaping consists of a six-foot wide landscaped buffer zone inclusive of one, three-inch caliper street tree per 35 linear feet of street frontage along both Silo and Eden Roads. This area shall include Live Oaks, Cedar Elms, and Shumard Oaks, with no one species making up more than 30% of the composition. Additionally, Red Yucca and Dwarf Yaupon Hollies shall be planted between the street trees and the required six-foot tall, brick screening wall. The perimeter fencing adjacent to the open space lot along Eden Road, is proposed to be a combination of masonry and ornamental iron (50%). Within the open space lot, which is approximately 14,275 square feet in size, the applicant has proposed a mixture of Crape Myrtles, Shumard, and Live Oaks. The entrance shall include an entryway sign that incorporates raised brass lettering with a stucco background and a landscape bed consisting of Drift Rose, Autumn Sage, and Asian Jasmine.

Staff Consideration

Staff strongly recommends the construction of a six-foot wide trail, connecting from this subdivision, through the utility corridor, up to the existing trail in W.O. and Zeta Workman Park.

Adjacent Land Uses

The subject site is currently undeveloped and zoned NC. The property to the north is a 150-foot wide utility corridor that is zoned Residential Estate (RE); to the east across Silo Road is zoned Community Commercial (CC) and is undeveloped. Neighborhood Commercial districts should be used as a buffer between residential and more intense retail/commercial uses such as the CC property to the east. The property to the south across East Eden Road is developed and is zoned RS-7.2. The site is bordered on the south by Eden Road and on the east by Silo Road. Eden Road is listed as an Arterial and Silo Road is listed as a Collector by the Thoroughfare Development Plan.

The change from commercial zoning to residential zoning in this area is not specifically identified as the highest and best use considering the abundance of residential housing stock currently in the area. There are limited areas of commercial and office development within a one mile radius, all of which represent minimal opportunities for commerce such as professional offices, medical clinics, and small strip shopping centers. Neighborhood Commercial (NC) is intended to provide sites for businesses serving the daily needs of nearby residential areas and for small-scale offices.

Comprehensive Plan Analysis

The Comprehensive Plan contains goals to develop residential neighborhoods with a variety of housing styles, to encourage the provision of affordable quality housing to attract new middle and upper income families to Arlington, as well as providing high quality housing options for Arlington's current residents. Due to this and the built-in buffers of the roads and the utility corridor, the proposed zoning change 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
Site Plan (5 pages)

Under separate cover:

None

Available in the City Secretary's office:

None

STAFF CONTACTS

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Community Development and Planning
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Jennifer.Pruitt@arlingtontx.gov

Kevin Charles
Senior Planner
Community Development and Planning
817-459-6515
Kevin.Charles@arlingtontx.gov

Ordinance No. _____

An ordinance adopting revised Development Plan PD16-20 on certain property known as 6900 Silo Road zoned Planned Development for Residential Single-Family-7.2 (PD-RS-7.2), 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 the revised Development Plan PD16-20 on October 5, 2016; and

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

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

1.

The zoning regulations for the property known as 6900 Silo Road, described in Exhibit A, zoned Planned Development for Residential Single-Family-7.2 (PD-RS-7.2), are hereby amended by the approval of revised Development Plan PD16-20. 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 zoning, this ordinance, the conditions stated in Exhibit B, 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 25th day of October, 2016 at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the 1st day of November, 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 _____

PD16-20

EXHIBIT "A"

BEING A TRACT OF LAND OUT OF THE FRANCISCO ESCOBAR SURVEY, ABSTRACT NO. 1929, TARRANT COUNTY, TEXAS, AND BEING A PORTION OF A TRACT OF LAND AS DESCRIBED IN DEED IN VOLUME 10874, PAGE 1405, DEED RECORDS, TARRANT COUNTY, TEXAS, AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A CAPPED IRON PIN SET AT THE SOUTHWEST INTERSECTION OF SILO ROAD AND A 150.0' T.E.S.CO. R.O.W. AS DESCRIBED IN DEED RECORDED IN VOLUME 3880, PAGE 645, DEED RECORDS, TARRANT COUNTY, TEXAS, FOR THE NORTHEAST CORNER OF TRACT BEING DESCRIBED, SAID POINT BEING LOCATED 164.16 FEET SOUTH 01 DEGREES 36 MINUTES 18 SECONDS WEST AND 111.36 FEET SOUTH 67 DEGREES 58 MINUTES 22 SECONDS WEST FROM THE SOUTHWEST CORNER OF LOT 10, BLOCK 2, EDEN CREEK ADDITION, PHASE I, AN ADDITION TO THE CITY OF ARLINGTON, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN CABINET A, SLIDE 2951, PLAT RECORDS, TARRANT COUNTY, TEXAS;

THENCE SOUTH 01 DEGREES 40 MINUTES 25 SECONDS WEST 23.11 FEET ALONG THE WEST R.O.W. LINE OF SILO ROAD TO A CAPPED IRON PIN SET FOR CORNER OF TRACT BEING DESCRIBED;

THENCE SOUTH 04 DEGREES 09 MINUTES 10 SECONDS WEST 270.36 FEET AND CONTINUING ALONG THE WEST R.O.W. LINE OF SAID SILO ROAD TO A CAPPED IRON PIN SET FOR CORNER OF TRACT BEING DESCRIBED;

THENCE SOUTH 01 DEGREES 41 MINUTES 12 SECONDS WEST 127.70 FEET AND CONTINUING ALONG THE WEST R.O.W. LINE OF SAID SILO ROAD TO A CAPPED IRON PIN SET FOR THE MOST EASTERLY SOUTHEAST CORNER OF TRACT BONG DESCRIBED;

THENCE SOUTH 45 DEGREES 10 MINUTES 56 SECONDS WEST 29.12 FEET TO A CAPPED IRON PIN SET IN THE NORTH R.O.W. LINE OF EDEN ROAD FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF TRACT BEING DESCRIBED;

THENCE SOUTH 89 DEGREES 37 MINUTES 20 SECONDS WEST 371.29 FEET ALONG THE NORTH R.O.W. LINE OF SAID EDEN ROAD TO A CAPPED IRON PIN SET FOR THE BEGINNING OF A CURVE TO THE LEFT WITH A RADIUS OF 1060.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID R.O.W. AND CURVE TO THE LEFT 26.84 FEET TO A CAPPED IRON PIN SET FOR THE END OF SAID CURVE, WHOSE CHORD BEARS 26.84 FEET SOUTH 88 DEGREES 53 MINUTES 49 SECONDS WEST;

THENCE SOUTH 88 DEGREES 10 MINUTES 17 SECONDS WEST 211.63 FEET AND CONTINUING ALONG SAID R.O.W. TO A CAPPED IRON PIN SET FOR THE BEGINNING OF A CURVE TO THE RIGHT WITH A RADIUS OF 940.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID R.O.W. AND CURVE TO THE RIGHT 23.80 FEET TO A CAPPED IRON PIN SET FOR THE END OF SAID CURVE, WHOSE CHORD BEARS 23.80 FEET SOUTH 88 DEGREES 53 MINUTES 49 SECONDS WEST;

THENCE SOUTH 89 DEGREES 37 MINUTES 20 SECONDS WEST 444.11 FEET AND CONTINUING
ALONG SAID R.O.W. TO A CAPPED IRON PIN SET IN THE SOUTHERLY LINE OF SAID T.E.S.CO.
R.O.W. FOR THE MOST WESTERLY CORNER OF TRACT BEING DESCRIBED;

THENCE NORTH 67 DEGREES 58 MINUTES 22 SECONDS EAST 1210.58 FEET ALONG SAID
T.E.S.CO. R.O.W. TO THE POINT OF BEGINNING

AND CONTAINING 5.532 ACRES OF LAND, MORE OR LESS.

PD16-20

EXHIBIT "B"

1. The zoning of this site is Planned Development for Residential Single-Family-7.2 (PD-RS-7.2), with a Development Plan.
2. Use and development of the property must be in compliance with attached development plan (5 pages).
3. 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: Neel-Schaffer, Inc., represented by Derek Cheatham

Owner: Sandlin Delafield, Inc., represented by Mike Sandlin

Sector Plan: Southeast

Council District: 3

Allowable Uses: See attachment ii-1

Development History: The subject site is unplatted at this time.

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

Transportation: The proposed zoning case, though bordered by both Silo and Eden Roads, shall have only one point of access from Silo Road.

Thoroughfare	Existing	Proposed
Silo Road	70-foot, 4-lane undivided Major Collector	70-foot, 4-lane undivided Major Collector
Eden Road	120-foot, 2-lane undivided Minor arterial	100-foot, 2-lane undivided Minor arterial

Traffic Impact: The change in zoning will result in similar or fewer average daily trips. The trips will not significantly impact the adjacent roadway system.

Water & Sewer: Water is available from a 12" water line located on the west side of the Silo Road right-of-way. Sanitary sewer is available from an 8" sanitary sewer line located on the east side of the Silo Road right-of-way.

Drainage: The site is located in the Lynn Creek drainage basin. The site has no portion within the FEMA floodplain. No significant drainage impacts are expected to result from development of this site as long as all relevant city ordinances are complied with.

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

Case Information



School District: Mansfield Independent School District.

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

Notices Sent:

Neighborhood
Associations:

ACTION North Arlington
Arlington Independent School District
Arlington Alliance for Responsible Government
Arlington Neighborhoods
East Arlington Review
Far South Arlington Neighborhood Assn
Forest Hills Home Owners Association
Northern Arlington Ambience
WeCan (West Citizen Action Network)
Berkeley Square CrimeWatch
Fossil Lake III Home Owners Association
Meadow Vista Community Watch Organization
Nature's Glen
Valley Spring Community Watch
SWAPO (Southwest Arlington Property Owners)

Property Owners: 22
Letters of Support: 0
Letter of Opposition: 0

PLANNING AND ZONING COMMISSION SUMMARY:

Public Hearing: October 5, 2016

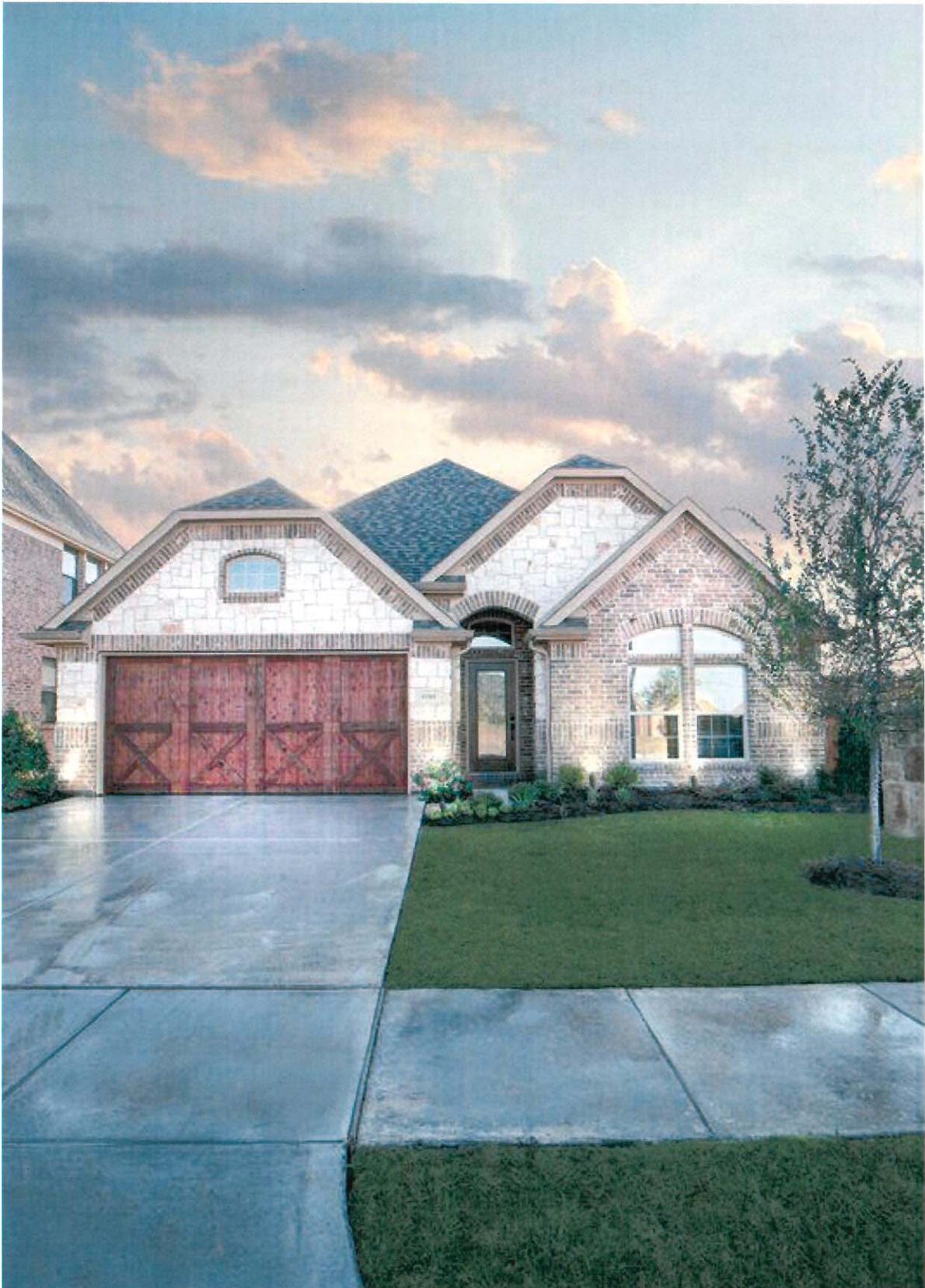
Zoning Case PD16-20 (Sandlin Delafield, Inc. – 6900 Silo Road)

Application to change the zoning on approximately 5.532 acres from Neighborhood Commercial (NC) to Planned Development (PD) for Residential Single-Family-7.2 (PD-RS-7.2), with a Development Plan; generally located north of East Eden Road and west of Silo Road.

Present in support of this case were Mike Sandlin, 5137 Davis, Arlington, TX and Derek Cheatham, 953 Roxbury Way, Keller, TX 76240.

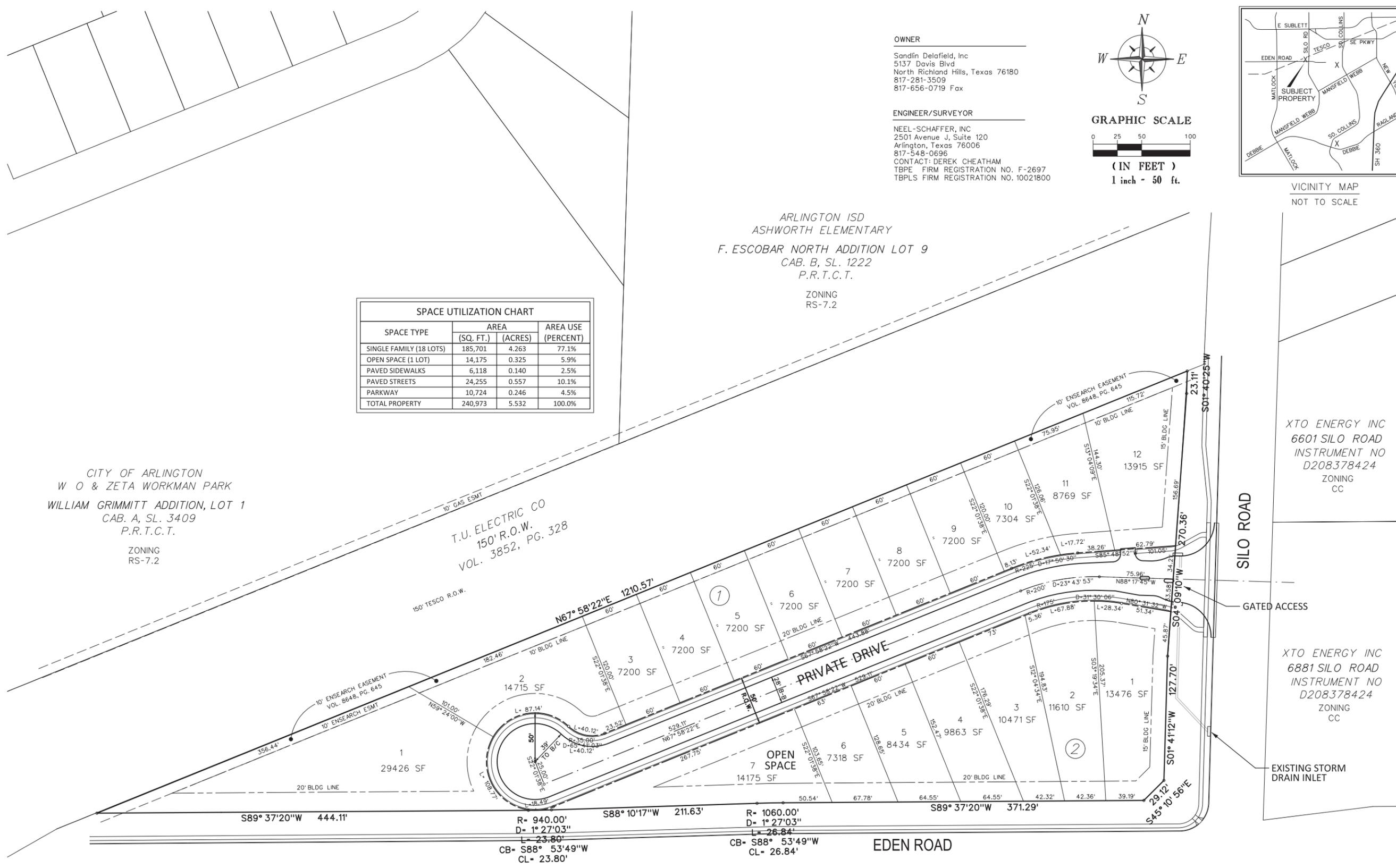
Commissioner Ron Smith moved to Approve Zoning Case PD16-20 – Sandlin Delafield, Inc. Seconded by Commissioner McCurdy, the motion was approved by a vote of 6-0-0.

APPROVED



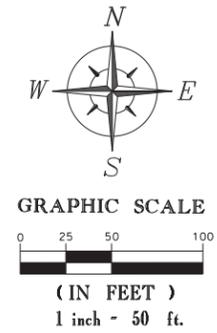






OWNER
Sandlin Delafield, Inc
5137 Davis Blvd
North Richland Hills, Texas 76180
817-281-3509
817-656-0719 Fax

ENGINEER/SURVEYOR
NEEL-SCHAFFER, INC
2501 Avenue J, Suite 120
Arlington, Texas 76006
817-548-0696
CONTACT: DEREK CHEATHAM
TBPE FIRM REGISTRATION NO. F-2697
TBPLS FIRM REGISTRATION NO. 10021800



VICINITY MAP
NOT TO SCALE

ARLINGTON ISD
ASHWORTH ELEMENTARY
F. ESCOBAR NORTH ADDITION LOT 9
CAB. B, SL. 1222
P.R.T.C.T.
ZONING
RS-7.2

SPACE TYPE	AREA		AREA USE (PERCENT)
	(SQ. FT.)	(ACRES)	
SINGLE FAMILY (18 LOTS)	185,701	4.263	77.1%
OPEN SPACE (1 LOT)	14,175	0.325	5.9%
PAVED SIDEWALKS	6,118	0.140	2.5%
PAVED STREETS	24,255	0.557	10.1%
PARKWAY	10,724	0.246	4.5%
TOTAL PROPERTY	240,973	5.532	100.0%

CITY OF ARLINGTON
W O & ZETA WORKMAN PARK
WILLIAM GRIMMITT ADDITION, LOT 1
CAB. A, SL. 3409
P.R.T.C.T.
ZONING
RS-7.2

T.U. ELECTRIC CO
150' R.O.W.
VOL. 3852, PG. 328

XTO ENERGY INC
6601 SILO ROAD
INSTRUMENT NO
D208378424
ZONING
CC

XTO ENERGY INC
6881 SILO ROAD
INSTRUMENT NO
D208378424
ZONING
CC

NEEL-SCHAFFER
Solutions you can build upon

TBPE REGISTRATION No. F-2697
TBPLS REGISTRATION No. 10021800

PRELIMINARY
FOR REVIEW ONLY

THESE DOCUMENTS ARE FOR DESIGN REVIEW ONLY AND NOT INTENDED FOR CONSTRUCTION OR PERMIT PURPOSES. THEY WERE PREPARED BY, OR UNDER SUPERVISION OF:
DEREK B. CHEATHAM 85410 8/12/2016
RPLS NO. DATE

City of Arlington, Texas

EDEN ROAD AT SILO ROAD

PRELIMINARY SITE LAYOUT

NO.	REVISION	BY	DATE	JOB NO.	DATE	DESIGNED	M.A.S.	DRAWN	P.J.C.	CHECKED	D.B.C.
				13262.004	8/12/2016						

SHEET **SITE**

BLOCK 11
MEADOW VISTA ESTATES
SECTION 4
CAB. A, SL. 3790
P.R.T.C.T.
ZONING
RS-7.2

THUNDERBIRD DR

BLOCK 1
MEADOW VISTA ESTATES
SECTION 4
CAB. A, SL. 3790
P.R.T.C.T.
ZONING
RS-7.2

Landscape Legend

Trees				
Qty	Symbol	Common Name	Botanical Name	Plant Size
5		Crape Myrtle	Lagerstroemia indica	7'-8'
10		Elm, Cedar	Ulmus crassifolia	3" Cal.
21		Oak, Shumard	Quercus shumardii	3" Cal.
11		Oak, Southern Live	Quercus virginiana	4" Cal.
Shrubs Under 4 Feet				
Qty	Symbol	Common Name	Botanical Name	Plant Size
14		Autumn Sage	Salvia greggii	1 Gallon
6		Rose, Coral Drift	Rosa Coral Drift	3 Gallon
200		Holly, Duf. Burford	Ilex cornuta 'Burfordii Nana'	5 Gallon
60		Holly, Duf. Yaupon	Ilex vomitoria nana	5 Gallon
144		Nandina, Obsession	Nandina domestica 'Obsession'	5 Gallon
30		Yucca, Red	Hesperaloe parviflora	5 Gallon

Ground Cover-Vines

Qty	Symbol	Common Name	Botanical Name	Plant Size
42		Asiatic Jasmine	Trachelospermum asiaticum	4" Pts.

NOTES:

- INDIVIDUAL LOT LANDSCAPE SHALL:
-INCLUDE 15% VEGETATIVE COVER OR/
-INCLUDE AT LEAST TEN SHRUBS OR TWO OR MORE SPECIES AND
-ONE TREE INDIVIDUAL LOT LANDSCAPE SHALL OCCUR AT TIME
OF LOT DEVELOPMENT.
- NO PROTECTED TREES EXIST ON THE PROPERTY. LIMITED EXISTING
WOODY VEGETATION INCLUDES WILLOWS AND SMALL MESQUITE TREES.
- NO RESIDENTIAL STREETSCAPE IS REQUIRED PER SECTION 5.2.23.
THIS DEVELOPMENT CONTAINS 19 LOTS. STREETSCAPE IS REQUIRED IN
DEVELOPMENTS OF 20 LOTS OR MORE.

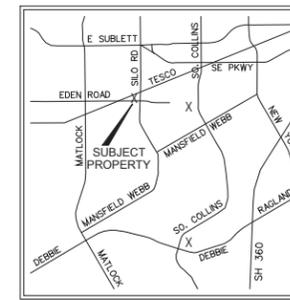
PLANT GROUPING 'A' - 3' O.C.

(10)' DUF. YAUPON HOLLY
(6)' RED YUCCA

PLANT GROUPING 'B' - 3' O.C.

(10)' DUF. BURFORD HOLLY
(6)' 'OBSESSION' NANDINA

*NUMBER INDICATES PLANT QUANTITY/RHYTHM
ALONG PERIMETER



OWNER
Sandlin, Delafield, Inc
5137 Davis Blvd
North Richland Hills, Texas 76180
817-281-3509
817-656-0719 Fax

ENGINEER/SURVEYOR
NEEL-SCHAFFER, INC
2501 Avenue J, Suite 120
Arlington, Texas 76006
817-548-0696
CONTACT: DEREK CHEATHAM
TSPRE FIRM REGISTRATION NO. F-2697
TBLPL FIRM REGISTRATION NO. 10021800

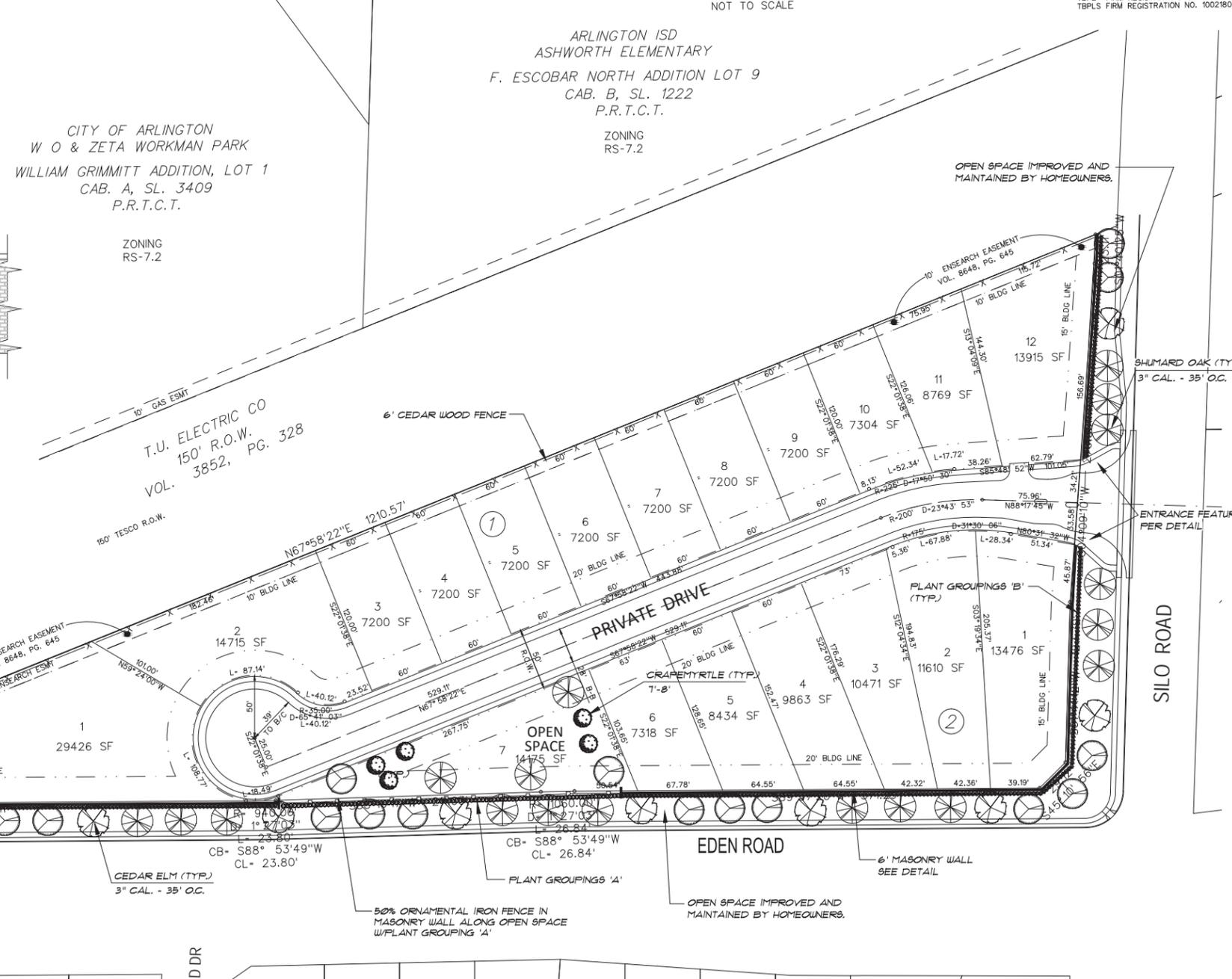
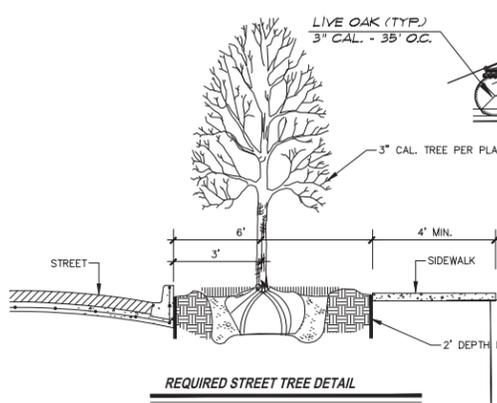
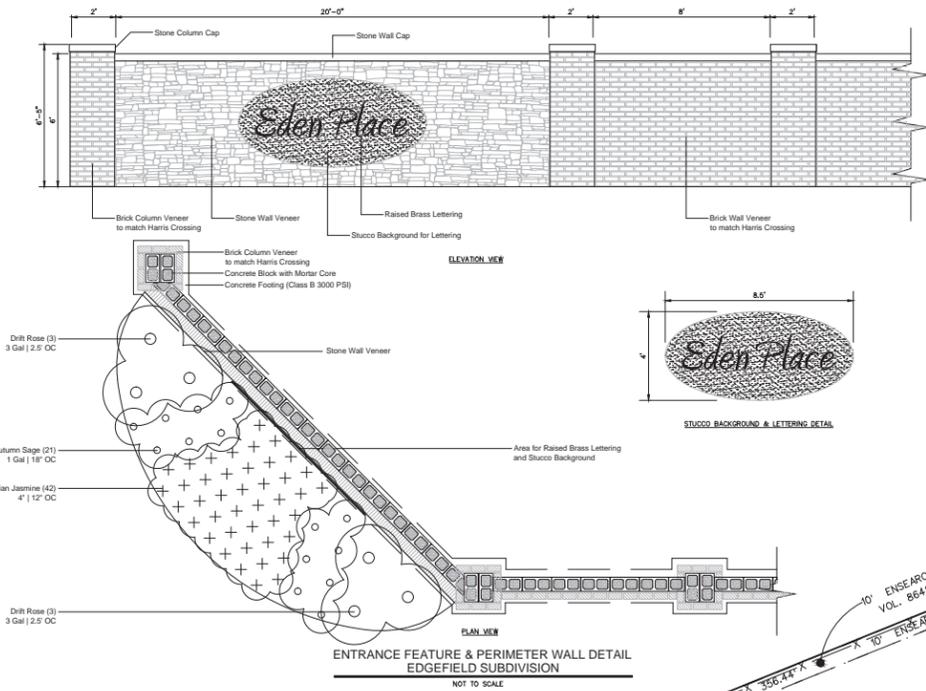
CITY OF ARLINGTON
W O & ZETA WORKMAN PARK
WILLIAM GRIMMITT ADDITION, LOT 1
CAB. A, SL. 3409
P.R.T.C.T.

ARLINGTON ISD
ASHWORTH ELEMENTARY
F. ESCOBAR NORTH ADDITION LOT 9
CAB. B, SL. 1222
P.R.T.C.T.

ZONING
RS-7.2

ZONING
RS-7.2

OPEN SPACE IMPROVED AND
MAINTAINED BY HOMEOWNERS.



3" CAL. TREES - 35' O.C.
SPECIES AS NOTED

CEDAR ELM (TYP.)
3" CAL. - 35' O.C.

50% ORNAMENTAL IRON FENCE IN
MASONRY WALL ALONG OPEN SPACE
W/PLANT GROUPING 'A'

OPEN SPACE IMPROVED AND
MAINTAINED BY HOMEOWNERS.

6' MASONRY WALL
SEE DETAIL

BLOCK 11
MEADOW VISTA ESTATES
SECTION 4
CAB. A, SL. 3790
P.R.T.C.T.

BLOCK 1
MEADOW VISTA ESTATES
SECTION 4
CAB. A, SL. 3790
P.R.T.C.T.

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OR PERMIT PURPOSES. THEY WERE
PREPARED BY, OR UNDER SUPERVISION OF:
GARY P. KUTILEK, R.L.A. 625 8/10/16
RPLS NO. DATE

CITY OF ARLINGTON, TEXAS
EDEN ROAD AT SILO ROAD
PRELIMINARY
LANDSCAPE PLAN

NO.	REVISION	DATE	BY	DESIGNED	DRAWN	CHECKED	DATE
1		8/10/16					

SHEET
L1.00



Staff Report



Zoning Case PD16-21 (formerly known as ZA16-8, Ballweg Residential)	
City Council Meeting Date: 10-25-16	Document Being Considered: Ordinance

RECOMMENDATION

Following the public hearing, consider first and final emergency reading of Planned Development PD16-21, with a Development Plan.

PRIOR BOARD OR COUNCIL ACTION

On September 21, 2016, the Planning and Zoning Commission recommended approval by a vote of 7-0-0.

On October 11, 2016, City Council continued ZA16-8 to October 25, 2016, per the applicant's request to revise it to a Planned Development.

ANALYSIS

Request

The applicant requests to change the zoning on approximately 43.634 acres addressed at 7415, 7418, and 7500 Webb Ferrell Road, and generally located west of South Collins Street and south of Mansfield Webb Road.

Current zoning: Residential Estate (RE)

Requested zoning: Planned Development (PD) for Residential Single Family – 7.2 (RS-7.2) uses, with a Development Plan

The subject site is currently developed with an existing residence and related agricultural outbuildings.

Adjacent Land Uses

Properties to the east and south are zoned RS-7.2 and developed with single family residences. The property to the west across Loretta Day Drive is developed with James Coble Middle School. The property to the north is zoned RE and includes the Bowman Branch Linear-Mansfield Webb-Webb Ferrell Park with Webb Community Park extending to the north. These parks include future plans for installing additional off-street trails.

Development Plan

The proposed development plan indicates a total of 167 residential lots with varying lot widths and areas.

Number of Lots with 50, 60, and 70-foot lot widths	Lot Area (s. f.)
52 with 50-foot lot width	6,016 to 13,293
84 with 60-foot lot width	7,293 to 11,082
31 with 70-foot lot width	8,962 to 20,012

In addition to the residential lots, 10 open space lots are included for installation of perimeter screening walls and/or landscaping.

The following table compares the proposed development with the UDC standards for the current zoning (RE) and the proposed base zoning district (RS-7.2).

	UDC Standards		Proposed Ballweg PD
	Current Zoning (RE)	Proposed Base Zoning (RS-7.2)	
Density (dwelling units/acre, max.)	1	6	3.8
Lot Area, min. (s.f.)	1 acre	7,200	Lots range from 6,016 to 20,012 square feet with an average of 8,300 square feet
Lot width, min. (ft.)	100	60	Variation of 50, 60, and 70-foot lot widths
Lot Depth, min. (ft.)	150	100	117 - 211
Lot Coverage, max. (%)	50	50	60
Gross living area, min. (s.f.)	2,500	1,500	1,800 sq. ft. (max. 17 lots) 2,000 sq. ft. (min. 100 lots) 2,500 sq. ft. (min. 50 lots)

The applicant proposes to meet the minimum residential design standards of the UDC and also propose the following additional requirements, in order to promote a high-quality development that is distinctive, has character, and will connect to the surrounding established neighborhoods.

- Variation in building type with a minimum of six models proposed.
- Garage Orientation - Minimum of 30% of 60' and 70' lots (i.e. 35 out of the 115 houses) to include J-Swing garages. All front entry garages to include decorative faux wood doors.
- Landscaping – Three trees per all 60' and 70' lots and a minimum of two trees per 50' lot.
- Neighborhood connectivity to the park trail system - The applicant has provided a letter agreeing to the installation of two eight-foot wide concrete trails within Webb Community Park to connect to the proposed trails to be installed by the Parks and Recreation Department.
- Perimeter fencing adjacent to parkland - Ornamental iron fences with masonry columns at 100 feet on center are proposed adjacent to park land.
- Perimeter fencing backing up to Loretta Day Drive and a portion of Ballweg Road along the exterior of the development shall be six-foot tall brick masonry wall.
- Privacy Fences - The applicant proposes cedar fences to be used for interior lots. Fencing backing up to local streets – Shall be six-foot tall, stained cedar fence with masonry columns at 100 feet on center.
- Entry Features will include masonry entry signs with planting beds at the Loretta Day Drive and Ballweg Road intersection and at the north entrance on the west side of Webb Ferrell Road.
- Ornamental street lights have been added at strategic locations to build a special character for the neighborhood

The proposed development could be improved by:

- Adding additional percentage of J-swing and side-entry garages to create variation
- Increasing the percentage of houses with a minimum living area of 2,500 square feet. Currently, the applicant proposes 30% of houses in the subdivision to meet this requirement.

- Showing special landscaping and street furniture in the open space lot along Ballweg Road
- Constructing fencing along Ballweg Road adjacent to the open space lots should be constructed of wrought iron and masonry columns

Thoroughfare Development Plan Amendment

A portion of the proposed development located east of Webb Ferrell Road will transition from Ballweg Road to North Webb Ferrell Road with the approval of a separate TDP amendment. This transition will change the minor collector to a local street. With this downgrading of this street, the houses fronting on North Webb Ferrell Road will be on a local street and be required a 20-foot front setback rather than the 40-foot front setback as would be required on a minor collector. This amendment will be evaluated under separate consideration and require additional approval.

Comprehensive Plan Analysis

The proposed new zoning designation is Planned Development (PD) for Residential Single-family-7.2 (RS-7.2) uses, with a development plan. The Comprehensive Plan contains goals to develop residential neighborhoods with a variety of housing styles, to encourage the provision of affordable quality housing to attract new middle and upper income families to Arlington, as well as providing high quality housing options for Arlington’s current residents. This area is primarily residential, and the requested zoning change would maintain the general character of the surrounding area.

FINANCIAL IMPACT

None

ADDITIONAL INFORMATION

Attached:	Ordinance with Exhibits A and B Development Plan Case Information with P&Z Summary
Under separate cover:	None
Available in the City Secretary’s office:	None

STAFF CONTACTS

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

Shon Brooks, AICP
Principal Planner
Community Development and Planning
817-459-6514
Shon.Brooks@arlingtontx.gov

Ordinance No. _____

An ordinance changing the zoning classification on certain property known as 7415, 7418, and 7500 Webb Ferrell Road to Planned Development (PD) for Residential Single-Family 7.2 (RS-7.2) uses with a Development Plan; amending the Zoning District Map accordingly; authorizing the building official to issue permits upon the effective date; providing for a fine of up to \$2,000.00 for each violation; providing this ordinance be cumulative; and providing for severability, governmental immunity, injunctions, publication; declaring an emergency; and providing an effective date.

WHEREAS, after notice and public hearing the Planning and Zoning Commission heard and recommended approval of Zoning Case ZA16-8 on September 21, 2016; and

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

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

1.

The zoning classification of certain property known as 7415, 7418, and 7500 Webb Ferrell Road, described in Exhibit A, is hereby changed to Planned Development (PD) for Residential Single-Family 7.2 (RS-7.2) uses with a Development Plan, by the approval of PD16-21, 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 and Exhibit B.

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 clause 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 Chapter. 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 is an ordinance for the immediate preservation of the public peace, property, health and safety, and is an emergency measure within the meaning of Article VII, Sections 11 and 12, of the City Charter; and the City Council, by the affirmative vote of all of its members present and voting, hereby declares that this ordinance is an emergency measure, and the requirement that it be read at two (2) meetings, as specified in Section 11, is hereby waived.

10.

This ordinance shall become effective upon second publication.

PRESENTED, FINALLY PASSED AND APPROVED, on this the 25th day of October, 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

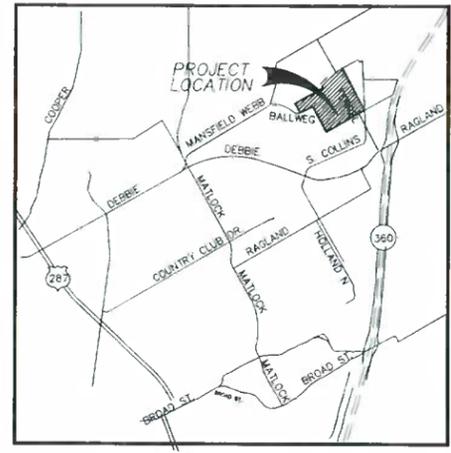
APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY _____

DEVELOPMENT STANDARDS	
PROPOSED ZONING	RD FOR ALL RS-7.2 USES
LOT DIMENSIONS AND SETBACKS	
AREA OF SUBJECT PROPERTY	43.634 ACRES / 1,900,703 SF
TOTAL LOTS	162
DENSITY	3.8 DUA
MINIMUM AREA	6,000 SF
MINIMUM WIDTH	50' - 52 LOTS
MINIMUM DEPTH	60' - 84 LOTS
FRONT BUILDING SETBACK	20'-0"
SIDE YARD SETBACK	5'-0"
REAR YARD SETBACK	5'-0"
SIDE YARD SETBACK (STREET)	15'-0"
* DEVELOPMENT WILL COMPLY WITH ALL RESIDENTIAL DESIGN STANDARDS UNLESS OTHERWISE NOTED	

LOT DATA

- 50' LOTS
- 60' LOTS
- 70' LOTS



PD16-21
BALLWEG RESIDENTIAL
DEVELOPMENT PLAN
 ARLINGTON, TEXAS

DEVELOPER:
 D.R. HORTON-TEXAS LTD.
 DFW WEST DIVISION
 6751 NORTH FREEWAY
 FORT WORTH, TEXAS 76131
 TEL: 817-230-0800
 CONTACT: MARK ALLEN, P.E.

OWNERS:

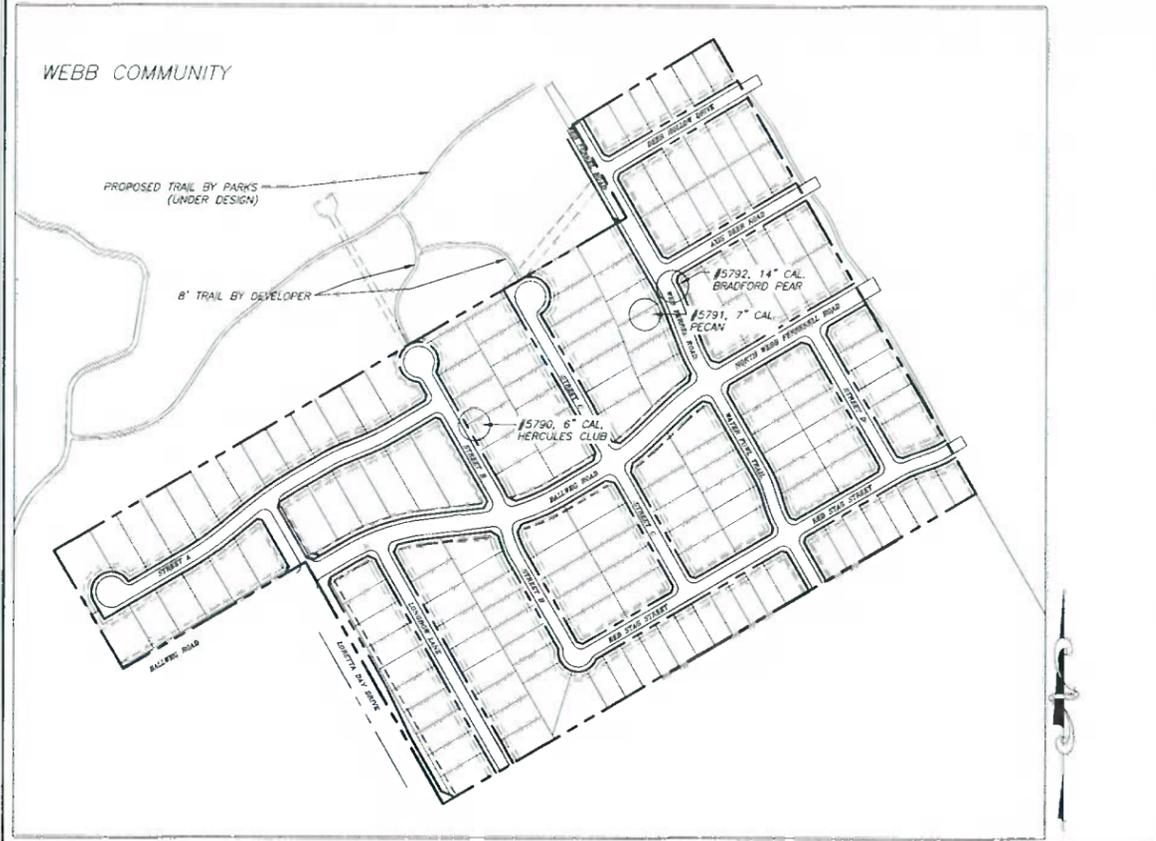
- 608 N. PARKRIDGE DRIVE
 MANSFIELD, TEXAS 76063
 TEL: 817-996-2498
 CONTACT: JIM BALLWEG
- 906 BRANCH CREEK
 MANSFIELD, TEXAS 76063
 TEL: 817-888-4077
 CONTACT: THOMAS BALLWEG
- 1307 HIGHLAND DRIVE
 MANSFIELD, TEXAS 76063
 TEL: 817-422-2470
 CONTACT: JANET BALLWEG HINTON
- 6551 DARWOOD AVE
 FORT WORTH, TEXAS 76116
 TEL: 817-732-6551
 CONTACT: JUDY BALLWEG MCWILLIAMS

PD16-21
 DEVELOPMENT PLAN
BALLWEG RESIDENTIAL
 AN ADDITION TO THE CITY OF ARLINGTON,
 TARRANT COUNTY, TEXAS,
 BEING 43.634 ACRES OF LAND SITUATED IN THE
 SOLOMAN L. FERRELL SURVEY ABSTRACT NO. 516, THE
 SILAS ESTES SURVEY ABSTRACT NO. 482, AND THE W.H.
 VANT SURVEY, ABSTRACT NO. 1592,
 CITY OF ARLINGTON, TARRANT COUNTY, TEXAS,
 OCTOBER 2016

PROJECT TITLE:	BALLWEG RESIDENTIAL
mma	
<small>mycoskie moirnis associates</small> <small>an equal opportunity employer</small>	
PROJECT NUMBER:	2626-00-01
PROJECT MANAGER:	D. COOPER
DRAWN BY:	D. COOPER
CHECKED BY:	J. SUMPTER
ISSUE DATE:	10/18/2016

REV.	DATE	DESCRIP.	BY
SHEET CONTENT:			
DEVELOPMENT PLAN			
SHEET NO:			
1			

WEBB COMMUNITY



TREE MITIGATION PLAN AND PARK TRAIL PLAN



STREETSCAPE REQUIREMENTS

ELEMENT	REQUIRED	PROVIDED
SIDEWALK	CONTINUOUS SIDEWALK AT LEAST 4 FEET IN WIDTH	5-FOOT CONTINUOUS SIDEWALK
LANDSCAPE BUFFER	LANDSCAPE BUFFER, AT LEAST 6 FEET WIDE, PROVIDED BETWEEN THE SIDEWALK AND THE STREET	6-FOOT LANDSCAPE BUFFER PROVIDED BETWEEN THE SIDEWALK AND THE STREET
STREET TREES	ONE TREE PER LOT, EVENLY SPACED, FOR LOTS UP TO 60' LINEAR FEET OF STREET FRONTAGE TWO TREES PER LOT, EVENLY SPACED, FOR LOTS WITH MORE THAN 60' LINEAR FEET OF FRONTAGE TWO OR MORE STREET TREES PER CORNER LOT, EVENLY SPACED.	NO. OF TREES BASED ON REQUESTED ZONING DESIGNATION ACTUAL LOT FRONTAGE MAY VARY TWO OR MORE TREES PER CORNER LOT.
STREET TREE SPACING	MINIMUM SPACING OF 30 FEET ON CENTER BETWEEN THE TREES, CENTERED AT 4 FEET FROM BACK OF CURB	TREES SPACED A MINIMUM OF 30 FEET ON CENTER AND CENTERED AT 4 FEET FROM BACK OF CURB
THOROUGHFARE STREETSCAPE	LAND ADJACENT TO THE STREET, AT LEAST 6 FEET IN WIDTH, SHALL BE DESIGNATED AS AN OPEN SPACE LOT IN THE PLAT	6-FOOT WIDTH OF LAND ADJACENT TO STREET HAS BEEN DEDICATED AS AN OPEN SPACE LOT IN THE PLAT
NON-STREET AREA TREES*	MINIMUM OF 3 TREES PER LOT FOR 60' AND 70' LOTS AND MINIMUM 2 TREES PER LOT FOR 50' LOTS. (THESE NUMBERS INCLUDE THE STREET TREE SHOWN FOR EACH LOT.)	

* NON-STREET AREA TREES TO BE PLANTED BY HOME BUILDER

TREE LEGEND

TREES	CODE	QTY	COMMON NAME / BOTANICAL NAME	CONT	CAL	SIZE	CALIPER INCHES
+	BD	29	BURR OAK / QUERCUS MACROCARPA	B & B OR CONTAINER	3" CAL	10'-11' HT., 8" MIN. SPREAD	87
○	UC	114	CEDAR ELM / ULMUS CRASSIFOLIA	B & B OR CONTAINER	3" CAL	10' MIN. HT., 8" MIN. SPREAD	342
○	QP	30	CHINESE PISTACHE / PISTACHIA CHINENSIS	B & B OR CONTAINER	3" CAL	10'-11' HT., 8" MIN. SPREAD	90
○	QM	31	CHINKAPIN OAK / QUERCUS MUEHLENBERGII	B & B OR CONTAINER	3" CAL	10' MIN. HT., 8" MIN. SPREAD	93
+	LE	40	LACEBARK ELM / ULMUS PARVIFOLIA "LACEBARK ELM"	B & B OR CONTAINER	3" CAL	10'-11' HT., 8" MIN. SPREAD	120
○	RO	16	SHUMARD RED OAK / QUERCUS SHUMARDII	B & B OR CONTAINER	3" CAL	10'-11' HT., 8" MIN. SPREAD	54
TOTAL CALIPER INCHES							786

PLANT MATERIAL NOTES:

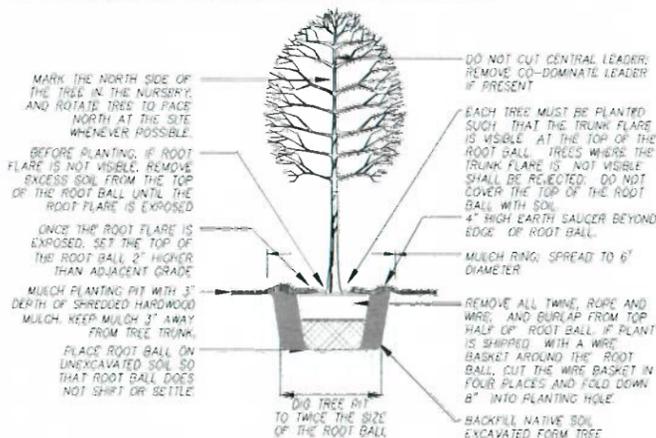
- ALL TREES TO BE UNIFORM BY SPECIES WITH STRAIGHT TRUNKS, MATCHING CHARACTER, AND FULL BRANCHING STRUCTURE.
- EACH PLANT VARIETY MUST COME FROM A SINGLE SOURCE SUPPLIER IN ORDER TO MAINTAIN A CONSISTENT APPEARANCE.
- ALL TREES, B&B AND CONTAINER TO BE NURSERY GROWN STOCK, WITH A WELL ESTABLISHED ROOT SYSTEM. COLLECTED SPECIMENS WILL BE REJECTED. CONTAINER GROWN PLANT MATERIAL MUST HAVE A WELL-ESTABLISHED ROOT SYSTEM REACHING THE SIDES OF THE CONTAINER, ABLE TO MAINTAIN A FIRM BALL WHEN THE CONTAINER IS REMOVED, BUT SHALL NOT HAVE EXCESSIVE ROOT GROWTH ENCIROILING THE INSIDE OF THE CONTAINER.
- ALL PLANT MATERIAL SHALL COMPLY WITH THE MINIMUM REQUIREMENTS AS SET FORTH BY THE AMERICAN ASSOCIATION OF NURSERYMEN, TEXAS ASSOCIATION OF NURSERYMEN STANDARDS AND/OR AS STATED IN THE PLANT SCHEDULE, WHICHEVER IS MORE STRINGENT.

GENERAL UTILITY NOTES:

- ALL EXISTING UTILITY DATA IS PROVIDED FOR INFORMATION ONLY. ALTHOUGH THIS DATA IS SHOWN AS ACCURATELY AS POSSIBLE, THE CONTRACTOR IS CAUTIONED THAT THE OWNER AND THE ENGINEER NEITHER ASSUMES NOR IMPLIES ANY RESPONSIBILITY FOR THE ACCURACY OF THIS DATA. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE UTILITY AFFECTED AND VERIFY THESE LOCATIONS AND ELEVATIONS PRIOR TO CONSTRUCTION.
- CALL 1-800-344-8377 (DIG-TESS) OR OTHER UTILITY LOCATING SERVICES 48 HOURS PRIOR TO CONSTRUCTION ACTIVITY. MYCOSKIE MCINNIS ASSOCIATES, INC. IS NOT RESPONSIBLE FOR KNOWING ALL EXISTING UTILITIES OR DEPICTING EXACT LOCATIONS OF UTILITIES ON DRAWINGS.

IMPORTANT BACKFILL NOTE:

ADD 2/3 CUBIC FEET PER CALIPER INCH OF MEDIUM TEXTURE TERRY-SORB HYDROGEL TO TOP SIX INCHES OF NATIVE SOIL BACKFILL MATERIAL THOROUGHLY MIX TERRA-SORB INTO BACKFILL.



- NOTES:
- DO NOT HEAVILY PRUNE THE TREE AT TIME OF PLANTING.
 - PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS, AND BROKEN OR DEAD BRANCHES. SOME INTERIOR TWIGS AND LATERAL BRANCHES MAY BE PRUNED; HOWEVER, DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN.
 - STAKE TREES ONLY UPON THE APPROVAL OF THE LANDSCAPE ARCHITECT. SEE STAKING DETAIL.

1 TREE PLANTING DETAIL IN ALL SOIL TYPES

ALL STREET TREES TO HAVE ROOT BARRIER INSTALLED AT BACK OF CURB AND PER THIS DETAIL.

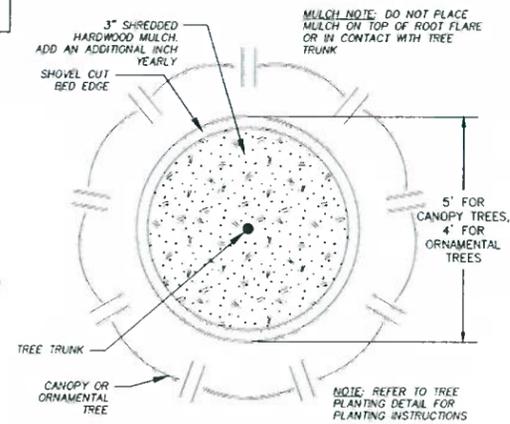
LINEAR APPLICATION OF DEEPROOT TREE ROOT BARRIERS

TYPICAL SECTION OF CURB AND GUTTER WITH DEEPROOT TREE ROOT BARRIER INSTALLED INTO CONCRETE. BARRIER INSTALLED IN A TRENCH IN SUBGRADE WHICH IS THEN COMPACTED. BARRIER IS SET SO THAT TOP EDGE WILL BE 2" (5CM) BELOW FINISH GRADE OF CURB AND SET FLUSH WITH EDGE OF CURB. BARRIER RIBS FACE TOWARD TREE ROOTS.

- INSTALLATION SEQUENCE:
- PREPARE BASE AND SUBGRADE
 - TRENCH TO APPROPRIATE DEPTH FOR INSTALLATION OF ROOT BARRIER SO THAT TOP OF BARRIER IS 2" (5CM) BELOW FINISH GRADE OF TOP OF CURB
 - PLACE ROOT BARRIER IN TRENCH. VERTICAL RIBS MUST FACE TOWARD TREE ROOTS.
 - BACKFILL AND COMPACT TO REQUIREMENTS
 - PLACE FORM MATERIAL AGAINST BARRIER

ROOT BARRIER TO BE BLACK, HIGH DENSITY RECYCLED POLYETHYLENE, MIN. .85 INCH WALL THICKNESS WITH VENTED RIBS AT 6" CENTERS, AS MANUFACTURED BY VILLA LANDSCAPE PRODUCTS (1.800.654.4087) OR APPROVED EQUAL.

00 STREET TREE ROOT BARRIER



3 MULCH RING AT TREES

TREE MITIGATION DATA

TAG #	SPECIES	CALIPER INCHES	PROTECTED INCHES TO BE REMOVED (NEGATIVE TREE POINTS)
5791	PECAN	14"	27
5790	HERCULES CLUG	6"	6
5792	BRADFORD PEAR	14"	14
TOTALS:			-27
NEGATIVE TREE POINT TOTAL			-27
POSITIVE TREE POINT TOTAL (FROM LANDSCAPE PLAN)			+786
TREE POINT TOTAL			+759



PD 16-21
DEVELOPMENT PLAN
TREE MITIGATION
ARLINGTON, TEXAS

PROJECT TITLE:
BALLWEG ADDITION PRELIMINARY PLAT

mlmja
mycoskie mcinnis associates
landscape architecture and planning
1000 registration number: 11-2758
250 east abram
willingboro, texas 78015
817-488-1671
fax: 817-234-8757
www.mmlmja.com

THIS DOCUMENT IS RELEASED FOR THE PURPOSES OF REVIEW UNDER THE AUTHORITY OF DUWANE JONER, PLA NO. 2071 ON 10/12/2016 AND IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

PROJECT NUMBER: 2826-00-01
PROJECT MANAGER: D. COOPER
DRAWN BY: D. JONER
CHECKED BY: C. MYCOSKIE
ISSUE DATE: 10/12/2016

REV. DATE DESCR. BY
LANDSCAPE NOTES, LEGENDS, AND TREE MITIGATION

SHEET NO: 2

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TREE LEGEND					
TREE'S	CODE	QTY	COMMON NAME / BOTANICAL NAME	GAL	CANOPY SPREAD
⊕	BO	29	BURR OAK / QUERCUS MACROCARPA	4" GAL	80'
○	UC	114	CEDAR ELM / ULMUS CRASSIFOLIA	4" GAL	60'
⊙	GP	30	CHINESE PISTACHE / PISTACHIA CHINENSIS	4" GAL	50'
⊙	GM	31	CHINKAPIN OAK / QUERCUS MUEHLENBERGII	4" GAL	80'
⊕	LE	40	LACEBARK ELM / ULMUS PARVIFOLIA 'LACEBARK ELM'	4" GAL	50'
⊙	RO	18	SHUMARD RED OAK / QUERCUS SHUMARDII	4" GAL	80'



PD 16-21
DEVELOPMENT PLAN
 LANDSCAPE PLAN
 ARLINGTON, TEXAS

PROJECT TITLE:
**BALLWEG ADDITION
 PRELIMINARY PLAT**

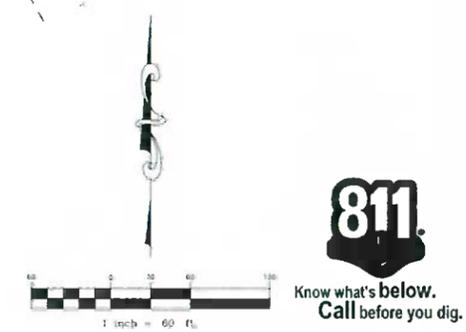
mlmja
 mycoskie+mcinnis+associates

license registration number: 11-2759
 200 east abram
 arlington, texas 75019
 817-449-1623
 fax: 817-234-8357
 www.mmla.com

THIS DOCUMENT IS RELEASED FOR THE PURPOSES OF REVIEW UNDER THE AUTHORITY OF DUWANE JONER, PLA NO. 2071 ON 10/12/2016 AND IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

PROJECT NUMBER:	2026-00-01
PROJECT MANAGER:	D. COOPER
DRAWN BY:	D. JONER
CHECKED BY:	C. MYCOSKIE
ISSUE DATE:	10/12/2016

REV.	DATE	DESCRIP.	BY
SHEET CONTENT:			
STREET TREE PLAN			
PD 16-21			
SHEET NO. 3			
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PD 16-21
DEVELOPMENT PLAN
 LANDSCAPE PLAN
 ARLINGTON, TEXAS

PROJECT TITLE:
 BALLWEG ADDITION
 PRELIMINARY PLAN

mlmja
 mycoskie mcinnis associates
 200 East Abram
 Arlington, Texas 76010
 817-463-1878
 154.873-234-0257
 www.mlmjainc.com

THIS DOCUMENT IS RELEASED FOR THE PURPOSES OF REVIEW UNDER THE AUTHORITY OF DUWANE JOINER, P.L.A. NO. 2071 ON 10/12/2016 AND IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

PROJECT NUMBER:	2826-00-01
PROJECT MANAGER:	D. COOPER
DRAWN BY:	D. JOINER
CHECKED BY:	C. MYCOSKIE
ISSUE DATE:	10/12/2016

TREES	CODE	QTY	COMMON NAME / BOTANICAL NAME	CAL	CANOPY SPREAD
+	BO	29	BURR OAK / QUERCUS MACROCARPA	4" CAL.	80'
○	UC	114	CEDAR ELM / ULMUS CRASSIFOLIA	4" CAL.	60'
○	OR	30	CHINESE PISTACHE / PISTACIA CHINENSIS	4" CAL.	50'
○	OM	31	CHINKAPIN OAK / QUERCUS MUEHLENBERGII	4" CAL.	80'
+	LE	40	LACEBARK ELM / ULMUS PARVIFOLIA 'LACEBARK ELM'	4" CAL.	50'
○	RO	18	SHUMARD RED OAK / QUERCUS SHUMARDII	4" CAL.	80'



REV.	DATE	DESCRIP.	BY
SHEET CONTENT:			
STREET TREE PLAN			
PD 16-21			
SHEET NO: 4			
COPYRIGHT © 2016 MMA, INC.			

DEVELOPMENT STANDARDS	
PROPOSED ZONING	PD FOR ALL RS-72 USES
BUILDING STANDARDS	
MINIMUM FLOOR AREA	1,800 SF - MAXIMUM 17 LOTS 2,000 SF - MINIMUM 100 LOTS 2,500 SF - MINIMUM 50 LOTS
MAXIMUM BUILDING HEIGHT	40'-0"
ROOF DESIGN	PITCH - 8/12 ON FRONT ELEVATION MATERIALS - 30-YEAR WARRANTY
MINIMUM MASONRY REQUIREMENT	100%
MAXIMUM LOT COVERAGE	80%
MINIMUM HOUSING TYPES	SIX MODELS
GARAGE LOCATION	MINIMUM SIX OF 60' AND 70' LOTS WILL BE J-SWING
GARAGE TREATMENT	ALL FRONT ENTRY GARAGES WILL HAVE FAUX WOOD DOORS
FENCING	PRIVACY FENCING - 6" STAINED CEDAR WITH METAL POST PERIMETER FENCING - REFER TO LANDSCAPE PLAN
* DEVELOPMENT WILL COMPLY WITH ALL RESIDENTIAL DESIGN STANDARDS UNLESS OTHERWISE NOTED	



TYP. 60' AND 70' LOTS



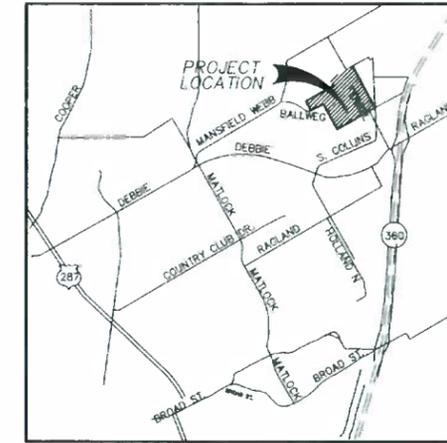
TYP. 60' LOTS



TYP. 50' LOTS



TYP. 70' LOTS



VICINITY MAP
NO SCALE

PD16-21
BALLWEG RESIDENTIAL
DEVELOPMENT PLAN
ARLINGTON, TEXAS

PROJECT TITLE
BALLWEG RESIDENTIAL

mma

mycoskie mcinnis associates
civil engineering surveying landscape architecture planning
license registration number: 1 - 2758
state registration/license number: 1306000
2004-01-01 03:00
11111111 11111 75000
817-459-1571
fax 817-274-8757
www.mma1.com

DEVELOPER:

D.R. HORTON-TEXAS LTD.
DFW WEST DIVISION
6751 NORTH FREEWAY
FORT WORTH, TEXAS 76131
TEL: 817-230-0800
CONTACT: MARK ALLEN, P.E.

OWNERS:

608 N. PARKRIDGE DRIVE
MANSFIELD, TEXAS 76063
TEL: 817-996-2498
CONTACT: JIM BALLWEG

906 BRANCH CREEK
MANSFIELD, TEXAS 76063
TEL: 817-888-4077
CONTACT: THOMAS BALLWEG

1307 HIGHLAND DRIVE
MANSFIELD, TEXAS 76063
TEL: 817-422-2470
CONTACT: JANET BALLWEG HINTON

6551 DARWOOD AVE
FORT WORTH, TEXAS 76116
TEL: 817-732-6551
CONTACT: JUDY BALLWEG MCWILLIAMS

PD16-21
DEVELOPMENT PLAN
**BALLWEG
RESIDENTIAL**
AN ADDITION TO THE CITY OF ARLINGTON,
TARRANT COUNTY, TEXAS,
BEING 4.3, 6.34 ACRES OF LAND SITUATED IN THE
SOLOMAN L. FERRELL SURVEY ABSTRACT NO. 516, THE
SILAS ESTES SURVEY ABSTRACT NO. 482, AND THE W.H.
VANT SURVEY, ABSTRACT NO. 1592,
CITY OF ARLINGTON, TARRANT COUNTY, TEXAS,
OCTOBER 2016

PROJECT NUMBER:	2826-00-01
PROJECT MANAGER:	D. COOPER
DRAWN BY:	D. COOPER
CHECKED BY:	J. SUMPTER
ISSUE DATE:	10/18/2016

REV.	DATE	DESCRIP.	BY
SHEET CONTENT:			
ELEVATIONS			

SHEET NO:
5

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October 12, 2016

City of Arlington
Community Development & Planning
101 W. Abram Street
Arlington, TX 76010
Attention: Mr. Shon Brooks, AICP

RECEIVED - BI
16 OCT 12 AM 11:26

RE: PD16-21 - Ballweg Residential – Off-site Trails

Dear Mr. Brooks,

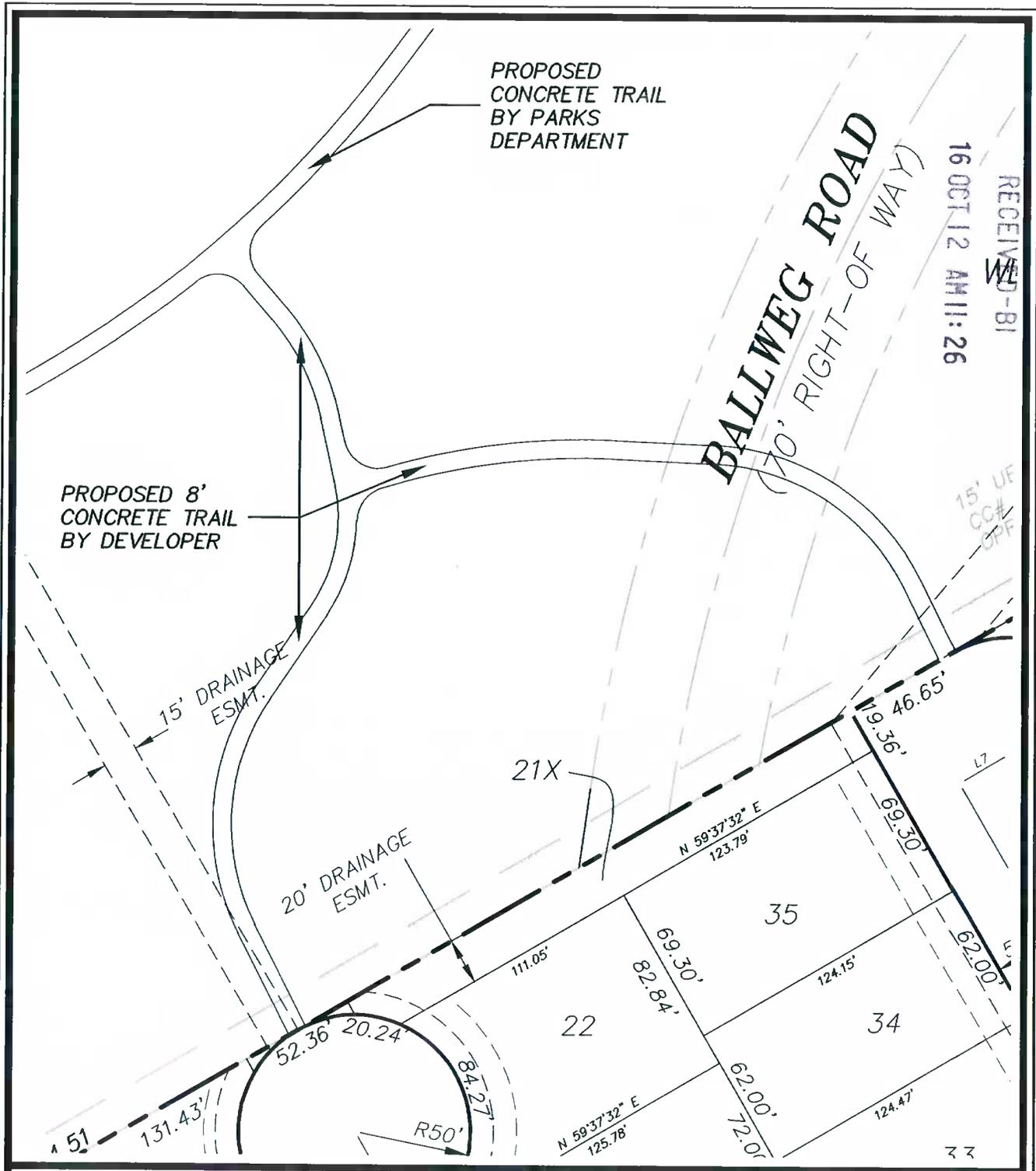
D.R. Horton, Inc. has submitted a zoning request for a Planned Development (PD) for all RS-5 uses, with a Development Plan. The purpose of the PD is to allow for the development of single family detached homes. In addition to the neighborhood development, D.R. Horton, Inc. has agreed to construct two, 8-foot concrete trails within Webb Community Park to connect to the proposed trail being constructed by the Parks Department to the proposed subdivision as shown on the attached exhibit. The trails are located outside the zoning limits; therefore, we would request this letter serve as our commitment to construct the trails as part of the Ballweg Residential development.

Should you have any questions, please do not hesitate to contact me.

Respectfully,

A handwritten signature in blue ink, appearing to read "Zachary C. Motley", is written over a light blue horizontal line.

Zachary C. Motley, P.E.
Land Development Manager
D.R. Horton, Inc. - DFW West Division



RECEIVED
16 OCT 12 AM 11:26

15' UE
CC#
C/PF

DATE:	10.12.16
PROJECT #:	2826-00-01
DRAWN BY:	D.COOPER
CHECKED BY:	J.SUMPTER
SHEET NO:	1 OF 1

**PD16-21
BALLWEG
RESIDENTIAL
OFF-SITE TRAIL EXHIBIT**

m|ma
mycoskie mcinnis associates
civil engineering surveying landscape architecture planning
tpe registration number: f - 2759
tbpls registration/license number: 10088000
200 east abram
arlington, texas 76010
817-469-1671
fax: 817-274-8757

**Zoning Stipulations for
Ballweg Residential PD16-21**

- Maximum of 17 homes will be a minimum of 1,800 SF, a minimum of 100 homes will be a minimum of 2,000 SF, and a minimum of 50 homes will be a minimum of 2,500 SF;
- Minimum 30% of 60' and 70' lots will be J-Swing;
- All front entry garages will have faux wood decorative doors;
- Minimum six different model types;
- All homes will be 100% masonry;
- Minimum 8:12 roof pitch on front elevation;
- Minimum lot size of 6,000 SF with a density of 3.8 du/a;
- Average lot size of 8,300 SF;
- Lot Mix – 52, 50' lots, 84, 60' lots, and 31, 70' lots;
- 6' sidewalk along north side of Ballweg Road;
- Masonry entry sign with planting bed located at Loretta Day and Ballweg Road intersection and at north entrance on west side of Webb Ferrell Road as shown on landscape plan;
- Decorative street lights;
- Minimum of 3 trees per lot for 60' and 70' lots and minimum 2 trees per lot for 50' lots;
- 8' off-site concrete trail;
- Privacy fences will be 6' stained cedar with metal post; and
- See landscape plan for perimeter fencing.

Case Information



Applicant: Mycoskie, McInnis and Associates represented by Douglas Cooper

Property Owner: Jim Ballweg

Sector Plan: Southeast

Council District: 3

Allowable Uses: All uses as itemized in attachment ii.

Development History: The subject site is currently unplatted and commonly known as Abstract Number 482 of the Silas Estes Survey, Abstract Number 1592 of the W H Vant Survey, and Abstract Number 516 of the S Ferrell Survey.

Previous zoning cases in the general vicinity in the past five years include:

Case No.	Location	Request	Disposition
PD16-7 Edgefield	Southwest	PD for CC to PD for RS-7.2	Approved

Transportation: The proposed development has three points of access.

Thoroughfare	Existing	Proposed
Webb Ferrell Road	60-foot, 2-lane undivided minor collector	60-foot, 2-lane undivided minor collector
Ballweg Drive	70-foot, 2-lane undivided major collector	70-foot, 4-lane undivided minor collector
Loretta Day Drive	58-foot, 2-lane undivided major collector	70-foot, 4-lane undivided major collector

Traffic Impact: The proposal will require a Thoroughfare Development Plan amendment. A change in zoning will increase the average daily trips by 251, with an addition of 20 trips during the a.m. peak hour and 27 trips during the p.m. peak hour. Improvements to handle the increased traffic to the adjacent street system will be reviewed with the Preliminary Plant and Public Improvement Plans.

Water & Sewer: Water is available from a 12-inch water line in Webb Ferrell Road, from a 16" water line in Ballweg Road, from a 6" water

Case Information



line in Waterfowl Trail, from an 8" water line in Longbow Lane, and from a 12" water line in Loretta Day Drive.

Drainage:

The site is located within both the Bowman Branch and Walnut Creek drainage basins. No portion of the site is located in a floodplain.

Fire:

Fire Station Number 16, located at 1503 Mansfield Webb 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
Arlington Alliance for Responsible Government
Arlington Neighborhoods
East Arlington Review
Far South Arlington Neighborhood Association
Forest Hills Home Owners Association
Mansfield Independent School District
Northern Arlington Ambience
West Citizen Action Network (WeCan)
Berkeley Square Crime Watch
Deer Creek Neighborhood Watch
Fossil Lake III Home Owners Association
Harris Crossing Home Owners Association
Lake Port Meadows Home Owners Association
Lake Port Village Community Association, Inc.
Meadow Vista Community Watch Organization
Nature's Glen
The Crossing at Ruidosa Ridge Neighborhood

Property Owners: 72
Letters of Support: 0
Letter of Opposition: 0

PLANNING AND ZONING COMMISSION SUMMARY:

Public Hearing: September 7, 2016

Zoning Case ZA16-8 (Ballweg Residential - 7415, 7418, and 7500 Webb Ferrell Road)

Case Information



Application to change the zoning on approximately 43.634 acres from Residential Estate (RE) to Residential Single Family – 7.2 (RS-7.2); generally located west of South Collins Street and south of Mansfield Webb Road.

Present to speak in support of this case were Cliff Mycoskie, 200 East Abram Street, Arlington, TX 76010, and Mark Allen, 6751 North Freeway, Fort Worth, TX 76131. Also present in support were Zach Morey, 6751 North Freeway, Fort Worth, TX 76131 and Douglas Cooper, 200 E. Abram Street, Arlington, TX 76010.

Commissioner Croxton moved to Approve Zoning Case ZA16-8. Seconded by Commissioner Smith III, the motion was approved by a vote of 7-0-0.

APPROVED

Staff Report



Thoroughfare Development Plan Amendment – Ballweg Road and Webb Ferrell Road

City Council Meeting Date: 10-25-16

Document Being Considered: Resolution

RECOMMENDATION

Following the public hearing, consider a resolution approving an amendment to the Thoroughfare Development Plan for the City of Arlington.

PRIOR BOARD OR COUNCIL ACTION

On September 19, 2016, the Planning and Zoning Commission recommended approval of the following amendment to the Thoroughfare Development Plan by a vote of 8-0-0.

ANALYSIS

In association with the zoning application for the Ballweg Addition, the following Thoroughfare Development Plan (TDP) amendment is proposed.

- Realign and downgrade to a local street a section of Webb Ferrell Road from Deer Hollow Drive to Red Deer Way.
- Realign and downgrade Ballweg Road from a four-lane Major Collector to a two-lane Minor Collector from Loretta Day Drive to future Webb Ferrell Road.
- Realign and downgrade to a local street a section of Ballweg Road from future Webb Ferrell Road to North Webb Ferrell Road.

The TDP's current classification of this section of Webb Ferrell Road is as a two lane minor collector, and the current alignment includes a sharp S curve. The TDP's current classification of these sections of Ballweg Road is as a four lane major collector, and the proposed alignment bisects portions of an unplatted lot and sections of two City parks, Webb Community Park and Bowman Branch Linear Park. By realigning and downgrading these sections of Webb Ferrell Road and Ballweg Road, the roadways will provide local access to adjacent residential communities and the City parks. The amendment will also allow for greater utilization of the land proposed for development.

FINANCIAL IMPACT

None

ADDITIONAL INFORMATION

Attached:

Resolution

Thoroughfare Development Plan Amendment Map

Under separate cover:

None

Available in the City Secretary's Office:

None

STAFF CONTACT(S)

John M. Dugan, AICP

Director

Community Development and Planning

817-459-6527

John.dugan@arlingtontx.gov

Resolution No. _____

**A resolution approving and adopting revisions to the
Thoroughfare Development Plan for the City of
Arlington.**

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

I.

That the Thoroughfare Development Plan for the City of Arlington is hereby amended by the approval and adoption of the following revisions:

1. Realign and downgrade to a local street a section of Webb Ferrell Road from Deer Hollow Drive to Red Deer Way.
2. Realign and downgrade Ballweg Road from a four-lane Major Collector to a two-lane Minor Collector from Loretta Day Drive to future Webb Ferrell Road.
3. Realign and downgrade to a local street a section of Ballweg Road from future Webb Ferrell Road to North Webb Ferrell Road.

II.

Substantial copies of maps showing the revisions to the Thoroughfare Development Plan are attached hereto and incorporated herein for all intents and purposes.

PRESENTED AND PASSED on this the ____ day of October 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:

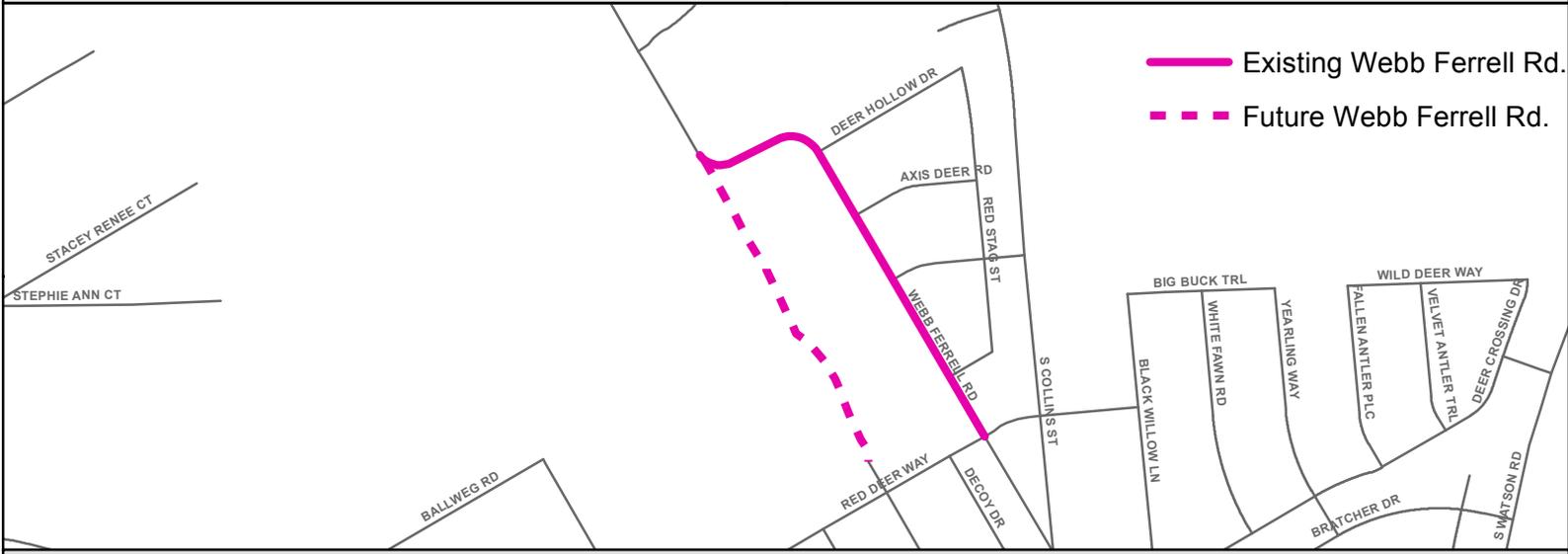
MARY SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

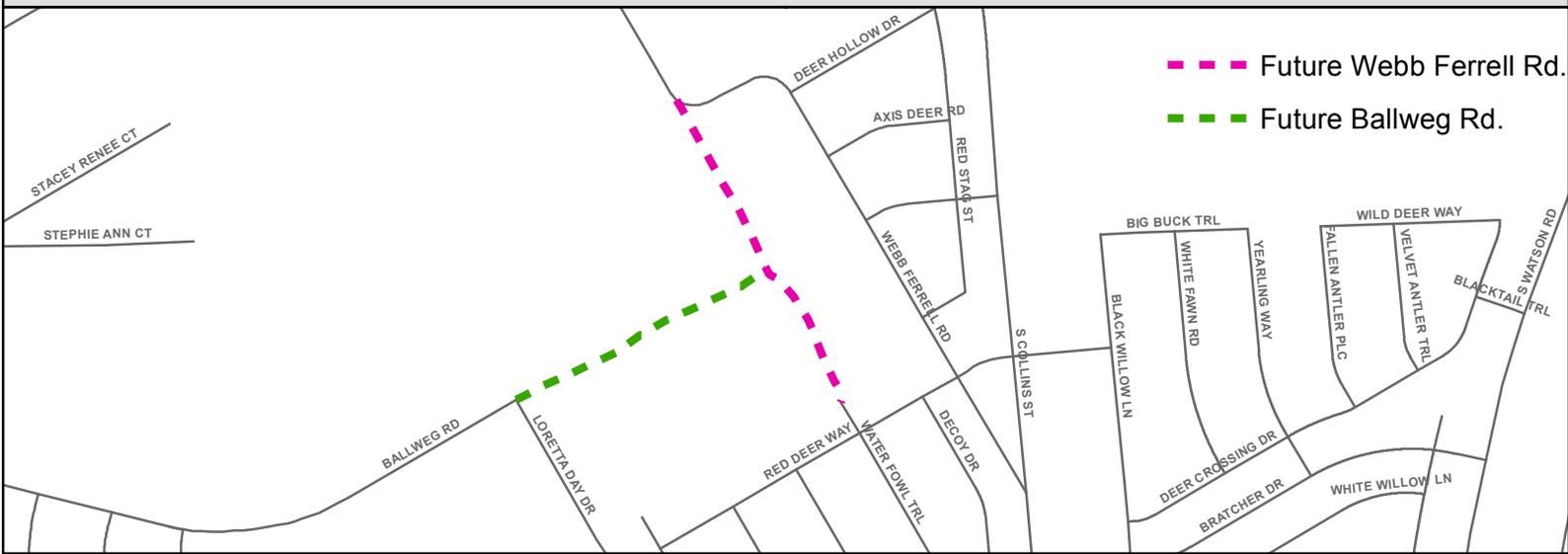
BY _____

Thoroughfare Development Plan Amendment

Webb Ferrell Road between Deer Hollow Drive and Red Deer Way (Realign and downgrade to a local street)



Ballweg Road between Loretta Day Drive and future Webb Ferrell Road (Realign and downgrade to a 2-lane minor collector)



Ballweg Road between future Webb Ferrell Road and North Webb Ferrell Road (Realign and downgrade to a local street)

