City Council Agenda

June 24, 2014

(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-2014

MONTH	SCHEDULED
January	7, 21
February	11, 25
March	4, 18
April	8, 22
May	13, 20*, 27***
June	10, 24
July	Break
August	5, 12**, 19
September	2, 11**, 16
October	14, 28
November	4, 18
December	2, 16

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

II. Support or Opposition on Agenda Items

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

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

III. Citizen Participation

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

IV. Rules of Courtesy

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

I. Información General

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

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

EL HORARIO DEL AYUNTAMIENTO-2014

EL MES	PROGRAMADO
Enero	7, 21
Febrero	11, 25
Marzo	4, 18
Abril	8, 22
Mayo	13, 20*, 27***
Junio	10, 24
Julio	Descanso
Agosto	5, 12**, 19
Septiembre	2, 11**, 16
Octubre	14, 28
Noviembre	4, 18
Diciembre	2, 16

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

II. Apoya u Opone los Artículos del Orden del Día

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

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

III. Participación de los Ciudadanos

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

IV. Reglas de Cortesía

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

Agenda

Arlington City Council Meeting

City Hall Council Chamber
101 W. Abram St.

Tuesday, June 24, 2014
6:30 PM

I. CALL TO ORDER

II. INVOCATION AND PLEDGE

III. SPECIAL PRESENTATIONS

IV. APPOINTMENTS TO BOARDS AND COMMISSIONS

V. SPEAKER GUIDELINES AND GENERAL DECORUM

VI. APPROVAL OF ITEMS FROM EXECUTIVE SESSION

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

1. **Stadium Drive (Abram Street to Division Street) – BSL, Inc., Project No. PWST09001**
Condemnation Resolution. A resolution ordering condemnation of 4,664 square feet of right-of-way and 22,572 square feet of temporary construction easement rights for public use in, over and through land being situated in the Joel Blackwell Survey, Abstract No. 147, City of Arlington, Tarrant County, Texas, being out of Lot C1, Block 4, Hillview Addition, an addition to the City of Arlington as recorded in Volume 388-51, Page 41, Plat Records, Tarrant County, Texas, otherwise known as 122 Stadium Drive, City of Arlington, Tarrant County, Texas, for the public use of constructing, reconstructing, maintaining and using a permanent right-of-way and all necessary appurtenances for the Stadium Drive (Abram Street to Division Street) project.

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

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

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

2. **Stadium Drive (Abram Street to Division Street) – BSL, Inc., Project No. PWST09001**
Condemnation Resolution. A resolution ordering condemnation of 6,474 square feet of right-of-way and 20,586 square feet of temporary construction easement rights for public use in, over and through land being situated in the Joel Blackwell Survey, Abstract No. 147, City of Arlington, Tarrant County, Texas, being out of Lot D, Block 4, Hillview Addition, an addition to the City of Arlington as recorded in Volume 388-51, Page 41, Plat Records, Tarrant County, Texas, otherwise known as 118 Stadium Drive, City of Arlington, Tarrant County, Texas, for the public use of constructing, reconstructing, maintaining and using a permanent right-of-way and all necessary appurtenances for the Stadium Drive (Abram Street to Division Street) project.

3. **Stadium Drive (Abram Street to Division Street) – BSL, Inc., Project No. PWST09001**
Condemnation Resolution. A resolution ordering condemnation of 8,715 square feet of right-of-way and 18,345 square feet of temporary construction easement rights for public use in, over and through land being situated in the Joel Blackwell Survey, Abstract No. 147, City of Arlington, Tarrant County, Texas, being out of Lot E, Block 4, Hillview Addition, an addition to the City of Arlington as recorded in Volume 388-51, Page 41, Plat Records, Tarrant County, Texas, otherwise known as 114 Stadium Drive, City of Arlington, Tarrant County, Texas, for the public use of constructing, reconstructing, maintaining and using a permanent right-of-way and all necessary appurtenances for the Stadium Drive (Abram Street to Division Street) project.

4. **Stadium Drive (Abram Street to Division Street) – BSL, Inc., Project No. PWST09001**
Condemnation Resolution. A resolution ordering condemnation of 7,720 square feet of right-of-way and 11,898 square feet of temporary construction easement rights for public use in, over and through land being situated in the Joel Blackwell Survey, Abstract No. 147, City of Arlington, Tarrant County, Texas, being out of Lot F, Block 4, Hillview Addition, an addition to the City of Arlington as recorded in Volume 388-51, Page 41, Plat Records, Tarrant County, Texas, otherwise known as 110 Stadium Drive, City of Arlington, Tarrant County, Texas, for the public use of constructing, reconstructing, maintaining and using a permanent right-of-way and all necessary appurtenances for the Stadium Drive (Abram Street to Division Street) project.

5. **Stadium Drive (Abram Street to Division Street) – BSL, Inc., Project No. PWST09001**
Condemnation Resolution. A resolution ordering condemnation of 40 square feet of right-of-way and 67 square feet of pedestrian easement rights for public use in, over and through land being situated in the Joel Blackwell Survey, Abstract No. 147, City of Arlington, Tarrant County, Texas, being out of Lot A1, Block 4, Hillview Addition, an addition to the City of Arlington as recorded in Volume 388-27, Page 105, Plat Records, Tarrant County, Texas, otherwise known as 1717 E. Abram Street, City of Arlington, Tarrant County, Texas, for the public use of constructing, reconstructing, maintaining and using a permanent right-of-way and all necessary appurtenances for the Stadium Drive (Abram Street to Division Street) project.

B. Approval of Executive Session Consent Agenda Items

1. **1608 N. Collins Street – State of Texas**
A resolution authorizing the City Manager, or his designee, to negotiate and execute the appropriate documents necessary to facilitate the purchase of fee simple property rights in approximately 18.37 acres of land, out of the G.W. Ragan Survey, Abstract No. 1288, City of Arlington, Tarrant County, Texas; otherwise known as 1608 N. Collins Street, City of Arlington, Tarrant County, Texas.

2. **1701 E Sanford Street and 608 Stadium Drive –Contract of Sale – Ballpark Parking Partners, LLC**
A resolution authorizing the City Manager, or his designee, to execute a contract of sale and related documents with Ballpark Parking Partners, LLC, for the purchase and transfer of fee determinable property rights in approximately 17.601 acres of land, being all of Lots 1 and 2, Stonegate Addition, an addition to the City of Arlington, Texas, as recorded in Instrument No. D209186698, Plat Records, Tarrant County, Texas; otherwise known as 1701 E. Sanford Street and 608 Stadium Drive, City of Arlington, Tarrant County, Texas.

3. **Execution of a Use Agreement with Texas MMJV, Sapphire, LP**
A resolution authorizing the City Manager or his designee to execute a Use Agreement with Texas MMJV Sapphire, L.P., for the placement of a temporary construction trailer on property located at 119 Hosack Street, City of Arlington, Tarrant County, Texas.

4. **Stadium Drive (Abram Street to Division Street) – Stadium/Division Properties, Inc., Project No. PWST09001**
A resolution determining the necessity of acquiring 144 square feet of right-of-way and 1,014 square feet of temporary construction easement rights for public use in, over and through land being situated in the Joel Blackwell Survey, Abstract No. 147, City of Arlington, Tarrant County, Texas, being out of Lot 8B1 of Pilant Acres, an addition to the City of Arlington, otherwise known as 1808 E. Division Street, City of Arlington, Tarrant County, Texas, for the public use of constructing, reconstructing, maintaining and using a permanent right-of-way and all necessary appurtenances for the Stadium Drive (Abram Street to Division Street) project.

5. **Stadium Drive (Abram Street to Division Street) – BSL, Inc., Project No. PWST09001**
A resolution determining the necessity of acquiring 5,749 square feet of right-of-way, 68 square feet of pedestrian and 1,433 square feet of temporary construction easement rights for public use in, over and through land being situated in the Joel Blackwell Survey, Abstract No. 147, City of Arlington, Tarrant County, Texas, being out of Lot B1, Block 4, Hillview Addition, an addition to the City of Arlington as recorded in Cabinet B, Slide 2139, Plat Records, Tarrant County, otherwise known as 134 Stadium Drive, City of Arlington, Tarrant County, Texas, for the public use of constructing, reconstructing, maintaining and using a permanent right-of-way and all necessary appurtenances for the Stadium Drive (Abram Street to Division Street) project.

VII. APPROVAL OF MINUTES

Afternoon Meeting, June 10, 2014
Evening Meeting, June 10, 2014

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. **Annual Requirements Contract for Newspaper Advertising, Bid Project 14-0156 (MO#06242014-001)**
   Authorize the City Manager or his designee to execute an annual requirements contract for newspaper advertising with Fort Worth Star-Telegram of Fort Worth, Texas in the estimated amount of $108,645.50, and execute any and all documents necessary to carry out such contract. Funds are budgeted in various departmental accounts.

2. **Purchase of a Mobile Command Vehicle, Bid Project 14-0164 (MO#06242014-002)**
   Authorize the City Manager or his designee to approve the purchase of a mobile command vehicle with MBF Industries, Inc. of Sanford, Florida, through the United States General Services Administration (GSA) in the estimated amount of $639,890, and execute any and all documents necessary to carry out such purchase. Funds for the mobile command vehicle are available in UASI Grant Fund Account No. 228601-68900-228911. Annual maintenance and fuel costs funds are available in Police Fleet Maintenance Account No. 810701-67004.

3. **Purchase of Two Fire Apparatus, Bid Project 14-0150 (MO#06242014-003)**
   Authorize the City Manager or his designee to approve the purchase of two fire apparatus with Metro Fire Apparatus Specialists, Inc. of Houston, Texas, through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program, in an amount not to exceed $1,196,956. Funds are budgeted in Fire Department Fire Operations Account No. 220201-68200.

4. **Construction Contract for Martin Luther King Jr. Sports Center Phase II Development (MO#06242014-004)**
   Authorize the City Manager or his designee to execute a construction contract with Reeder General Contractors, Inc., of Fort Worth, Texas for phase II development at Martin Luther King Jr. Sports Center in the amount of $1,380,000. Funding is available in Park Bond Account No. 508503-53350599-68101 [$1,227,739] and Park Capital Account No. 508501-53540598-68101 [$152,261].

5. **Modification to Arlington Gateway Monuments Consultant Contract (MO#06242014-005)**
Authorize the City Manager or his designee to execute an amendment to the Professional Services Contract with Schrickel, Rollins and Associates to create construction documents for the Entertainment District Gateway Monuments in an amount not to exceed $93,580.00. Funding in the amount of $93,580.00 is available in the Convention and Event Services Fund Account No. 970104-68900.

6. **Annual Requirements Contract for Tree Trimming Services, Bid Project 14-0137 (MO#06242014-006)**
Authorize the City Manager or his designee to execute an annual requirements contract for tree trimming services with Arbor Master Service, Inc. of Grapevine, Texas in the estimated amount of $316,725, and execute any and all documents necessary to carry out such contract. Funds are budgeted in various Parks and Recreation Department accounts.

7. **Two-Year Requirements Contract for Local and Long Distance Telephone and Internet Services, Bid Project 14-0169 (MO#06242014-007)**
Authorize the City Manager or his designee to execute a two-year requirements contract for local and long distance telephone and internet services with the Department of Information Services (DIR) of Austin, Texas through the State of Texas Cooperative Purchasing Program in the estimated amount of $454,500, and execute any and all documents necessary to carry out such contract. Funds are budgeted various departmental accounts and subject to future budgeting requirements.

8. **Annual Requirements Contract for the Purchase of Computer Equipment and Related Services, Bid Project 14-0125 (MO#06242014-008)**
Authorize the City Manager or his designee to execute an annual requirements contract for the purchase of computer equipment and related services, including but not limited, to computer hardware, servers, storage, networking equipment, and maintenance for improvements to the City's existing IT environment through the State of Texas Department of Information Resources (DIR) of Austin, Texas, which is part of the State of Texas Cooperative Purchasing Program, in an estimated amount of $2,350,000, and execute any and all documents necessary to carry out such contract. Funds are budgeted in various departmental accounts.

9. **Annual Requirements Contract for the Purchase of Software for Desktop and Network Operations, Bid Project 14-0126 (MO#06242014-009)**
Authorize the City Manager or his designee to execute an annual requirements contract for the purchase of software and other services including maintenance, services related to maintenance and advice for desktop and network operations through the State of Texas Department of Information Resources (DIR) of Austin, Texas, which is part of the State of Texas Cooperative Purchasing Program in the estimated amount of $1,000,500, and execute any and all documents necessary to carry out such contract. Funds are budgeted in various departmental accounts.

10. **Purchase of a Crane Truck, Bid Project 14-0174 (MO#06242014-010)**
Authorize the City Manager or his designee to approve the purchase of a crane truck with Chastang Ford of Houston, Texas, through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program in the estimated amount of $97,737, and execute any and all documents necessary to carry out such purchase. Funds are budgeted in Water Utilities Fleet Replacement Account No. 600101-68200.

11. **Upgrade of the Building Automation Control System for the Water South Service Center, Bid Project 14-0166 (MO#06242014-011)**
Authorize the City Manager or his designee to approve the purchase of an upgrade of the Building Automation Control System at the Water South Service Center with Schneider Electric Buildings Americas, Inc. of Carrollton, Texas, through the Interlocal Purchasing System TIPS/TAPS (Region VII Education Service Center) in the estimated amount of $107,671. Funds are budgeted in Water Utilities Bond Account No. 658502-18083205-68303.

12. **Construction Contract for Center Street Rebuild (Arkansas Lane to Nottinghill Gate Street); Project No. PWST10021 (MO#06242014-012)**
Authorizing the City Manager or his designee to execute a construction contract with RKM Utility Services, Inc., of Dallas, Texas, for the Center Street (Arkansas Lane to Nottinghill Gate) project in the amount of $4,387,704.05. This contract includes a maximum bonus of $110,000, for a total contract amount not to exceed $4,497,704.05. Funding is available in the following accounts: Street Bond Fund Account No. 358504-68153-65380699 [$3,320,422.05], Storm Water Utility Fund Account No. 308501-68151-10850199 [$150,000.00], Water Bond Fund Account No. 658502-68252-19940205 [$598,668.50], Sanitary Sewer Bond Fund Account No. 648502-68250-19940204 [$428,613.50].

13. **Annual Requirements Contract for the Fuel Card Services Program, Bid Project 14-0158 (MO#06242014-013)**
Authorize the City Manager or his designee to approve a contract for fuel card services with Mansfield Oil Company of Gainesville, Georgia, through the interlocal agreement with the City of Plano in an estimated amount of $1,110,000, and execute any and all documents necessary to carry out such contract. Funds are budgeted in Fleet Services Account No. 790101-60018.

14. **Renewal of Annual Requirements Contract for Traffic Control Signage and Materials, Bid Project 11-0115 (MO#06242014-014)**
Authorize the City Manager or his designee to exercise the third of four, one-year renewal options in the contract for traffic control signage and materials with Vulcan Signs of Foley, Alabama, in the estimated amount of $69,604, and execute any and all documents necessary to carry out such renewal. Funds are budgeted in Public Works and Transportation Traffic Control Account No. 720105-60012.

15. **Purchase and Installation of a Cooling Tower for the Bob Duncan Center, Bid Project 14-0168 (MO#06242014-015)**
Authorize the City Manager or his designee to approve the purchase and installation of a cooling tower for the Bob Duncan Center with Heat Transfer Solutions, Inc., of Houston, Texas, through the Texas Local Government Purchasing Cooperative (TLGPC) in the estimated amount of $79,729. Funds are available in Maintenance of Buildings Account No. 350408-63101.

16. **Engineering Services Contract for Pavement Survey (MO#06242014-016)**
Authorizing the City Manager or his designee to execute an Engineering Services Contract with Data Transfer Solutions, LLC, of Orlando, Florida, for the collection, analysis, and integration of data into the existing Pavement Management System. The total award for the three-year term of the contract will be for an amount not to exceed $396,896. Funding is available in Sales Tax Fund Account No. 720101-61002.

17. **FY15 Tarrant County Tax Assessment/Collection Agreement (MO#06242014-017)**
Authorize the City Manager or his designee to execute an Agreement for the Collection of Taxes with Tarrant County Tax Assessor-Collector and Tarrant County relative to assessment and collection services of ad valorem taxes for the City of Arlington, in the estimated amount of $319,605, which represents a $92,329 increase over FY14 due to an increased number of accounts. These additional funds are subject to FY15 budget approval. The funding source for this contract will be the Treasury Division Account No. 140401-61002.

18. **FY15 Tarrant County Tax Assessment/Collection Agreement (MO#06242014-018)**
Authorize the City Manager or his designee to execute an Agreement for the Collection of Business Improvement District (BID) assessments with Tarrant County Tax Assessor-Collector and Tarrant County relative to assessment and collection services of special assessments for the Arlington Downtown BID, in the estimated amount of $450. Funding is available in Arlington Downtown BID Account No. 3028-480701-61002, subject to FY15 BID adoption and budget approval.

B. Consent Agenda Ordinances – Final Readings

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

1. **Westador Neighborhood Plan *(CLOSED)***
Consider an ordinance of the City of Arlington, Texas, amending the West Sector Plan component of the Comprehensive Plan to include the Westador Neighborhood Plan. Final reading of an ordinance adopting the Westador Neighborhood Plan, a component of the West Sector Plan of the Arlington Comprehensive Plan.

2. **Zoning Case ZA14-2 (310 E Randol Mill - 310 East Randol Mill Road) *(CLOSED)***
Consider a request to change the zoning of property to Entertainment District Overlay-Office (ED-O) on approximately 0.45 acres currently zoned Entertainment District Overlay-Residential (ED-R) and generally located south of East Randol Mill Road and east of North Mesquite Street. Final reading of an ordinance changing the zoning classification on certain property known as 310 East Randol Mill Road to Entertainment District Overlay - Office (ED-O) and amending the Zoning District Map accordingly.

C. Consent Agenda Resolutions

1. **Continued Participation in the Atmos Cities Steering Committee and payment of the participation fee**
A resolution authorizing continued participation with the Atmos Cities Steering Committee; and authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation.

2. **Modifying Boards and Commissions Policy Statement**
A resolution amending the Boards and Commissions Policy Statement for the City of Arlington, Texas.

3. **Reappointment of Associate Municipal Court Judge**
A resolution reappointing Kathleen Weisskopf an Associate Municipal Court Judge for the Municipal Court of Record for the City of Arlington, Texas.

4. **Construction Manager at Risk Authorization for Central Library; Project No. CMLIB-14001**
A resolution authorizing the Construction Manager at Risk method of construction to build the new facility for the Central Library.

5. **Emergency Repair of Culvert on Webb Ferrell Road; Project No. PWDR14003**
A resolution declaring an emergency and ratifying the emergency repair of a box culvert on Webb Ferrell Road and authorizing payment to Humphrey & Morton Construction Company of Fort Worth, Texas, in the amount of $113,207.60.

6. **Execution of a Lease Agreement with American Towers, LLC for the Lease of Space for the 800 MHZ Radio System**
A resolution authorizing the execution of a Lease Agreement with American Towers, LLC, relative to the lease of tower space for the 800 MHZ radio system on a portion of the property located at 6100 Willard Road; City of Fort Worth, Tarrant County, Texas.

7. **Arlington Air Associates Lease Assignment and Sale of Leasehold Improvements to Arlington Hangars LLC.**
A resolution authorizing the City Manager or his designee to negotiate and execute a consent to assignment of the lease between Arlington Air Associates, LLC and the City to Arlington Hangars, LLC, and any and all other documents necessary to effectuate the sale of leasehold improvements from Arlington Air Associates, LLC to Arlington Hangars, LLC.

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& FINAL READING

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

A. Public Hearing – Ordinances First and Final Emergency Reading

1. **Zoning Case PD14-3 (iMix Rx Pharmacy - 1102 Orchard Drive, Suite B)**
Following the public hearing, consider first and final emergency reading of a request to change the zoning on approximately 0.55 acres zoned Office (O) to Planned Development (PD) for all Office (O) uses, plus a Pharmacy, limited to 341 square feet, with a Concept Brief and generally located north of West Randol Mill Road and west of Orchard Drive. First and final emergency reading of an ordinance changing the zoning classification on certain property known as 1102 Orchard Drive to Planned Development (PD) for Office (O) uses, plus pharmacy, with a Concept Brief and amending the Zoning District Map accordingly.

XII. ORDINANCES – FIRST AND/OR FINAL READINGS

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

A. Ordinances- First Reading

1. **Ordinance Granting Electric Franchise to Oncor Electric Delivery Company LLC**
An ordinance amending the "Utilities" Chapter of the Code of the City of Arlington, Texas, 1987, through the amendment of Article IV, entitled Electricity, whereby the City grants to Oncor Electric Delivery Company LLC a franchise for the purpose of constructing, maintaining and operating an electric delivery system in the City; prescribing compensation to the City from the Company for the franchise privilege; prescribing the term and effective date of said franchise; providing this ordinance be cumulative; providing for severability; providing for governmental immunity; and providing for publication and providing an effective date.

B. Ordinances Final Reading

1. **Unified Development Code *(CLOSED)***
Approve an ordinance of the City of Arlington, Texas, amending in their entirety the "Zoning" Chapter and "Subdivision Regulations" Chapter of the Code of the City of Arlington, Texas, 1987, through the adoption of a new "Unified Development Code" Chapter consisting of Article 1 entitled "General Provisions"; Article 2 entitled "Zoning Districts"; Article 3 entitled "Use Regulations"; Article 4 entitled "Dimensional Standards"; Article 5 entitled "Design and Development Standards"; Article 6 entitled "Subdivision Regulations"; Article 7 entitled "Signs"; Article 8 entitled "Enforcement and Penalties"; Article 9 entitled "Review Authorities"; Article 10 entitled "Review Procedures"; Article 11 entitled "Nonconformities"; and Article 12 entitled "Definitions". Final reading of an ordinance amending in their entirety the "Zoning" Chapter and "Subdivision Regulations" Chapter of the Code of the City of Arlington, Texas, 1987, through their replacement by the adoption of a new "Unified Development Code" Chapter consisting of Article 1 entitled "General Provisions"; Article 2 entitled "Zoning Districts"; Article 3 entitled "Use Regulations"; Article 4 entitled "Dimensional Standards"; Article 5 entitled "Design and Development Standards"; Article 6

entitled “Subdivision Regulations”; Article 7 entitled “Signs”; Article 8 entitled “Enforcement and Penalties”; Article 9 entitled “Review Authorities”; Article 10 entitled “Review Procedures”; Article 11 entitled “Nonconformities”; and Article 12 entitled “Definitions”.

XIII. RESOLUTIONS

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

A. Resolutions:

1. **Americredit Financial Services, Inc. Chapter 380 Grant Agreement**
A resolution authorizing the execution of a Chapter 380 Grant Agreement by and between AmeriCredit Financial Services, Inc. and the City of Arlington, Texas relative to the acquisition and modification of the property located at 3801 S. Collins St. in Arlington, Texas for the expansion of financial services operations into the building located on the premises.

XIV. ANNOUNCEMENTS

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

(5)

Minutes

Arlington City Council Meeting

Council Briefing Room
101 W. Abram St.

June 10, 2014

1:00 PM

The City Council of the City of Arlington, Texas, convened in Special Session on June 10, 2014, at 1:00 p.m. in the Council Briefing Room, Third Floor of the City Hall Building, 101 West Abram Street, with the meeting being open to the public and notice of said meeting, giving the date, place and subject thereof, having been posted as prescribed by V.T.C.A., Government Code, Chapter 551, with the following members present, to-wit:

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

Trey Yelverton, City Manager
Jay Doegey, City Attorney
Mary W. Supino, City Secretary

Councilmember R. Rivera arrived at 1:59 p.m.

I. CALL TO ORDER

Mayor R. Cluck called the meeting to order at 1:04 p.m.

II. WORK SESSION

1. Youth Education Town (YET) Center Update

Lieutenant Patrick Jones, The Salvation Army, presented the Youth Education Town Center update to Council.

2. Landmark Preservation Commission 2013 Annual Report

Clayton Husband, Principal Planner and Historic Preservation Officer, Community Development and Planning Department, presented the Landmark Preservation Commission 2013 Annual Report to Council. Ron Reber, Chair, Landmark Preservation Commission, was available for questions.

3. Economic Development Strategy

Bruce Payne, Economic Development Manager, Economic Development Services, introduced John Roberts and Caroline Alexander, TIP Strategies, who presented the Economic Development Strategy recommendations to Council.

4. Abram Street Phase 2 (Cooper Street to Collins Street); Project No. PWST10009

David Wynn, Assistant Director, Public Works and Transportation Department, introduced Marshall Elizer, with Gresham, Smith and Partners, who discussed the Abram Street Phase 2 Project.

5. 2014 Capital Bond Discussion

Trey Yelverton, City Manager, provided an overview of the 2014 Capital Bond Program to Council.

III. ISSUES SESSION

A. Discussion of informal staff reports

1. Hike and Bike Implementation Update

Christina Sebastian, Senior Planner, Community Development and Planning Department, provided Council with the Hike and Bike Implementation update.

2. Follow-up of Contract Updates with Linebarger, Goggan, Blair and Sampson, LLP

Mike Finley, Chief Financial Officer and Director, Finance Department, provided Council with an update related to the Linebarger, Goggan, Blair and Sampson, LLP contract.

B. Discussion of miscellaneous items

1. Appointments to boards and commissions

There were 48 appointments to boards and commissions.

2. Evening Agenda items

Item Nos. VIII-B-3, XI-A-2, and XII-A-1 were discussed.

3. Issues relative to City construction projects

4. Future Agenda Items

5. Enhancing Regional Mobility

At 4:05 p.m., Mayor R. Cluck announced that there would be a short recess; Council convened in Executive Session at 4:23 p.m. to discuss the following items:

IV. EXECUTIVE SESSION

A. Section 551.071, CONSULTATION WITH ATTORNEY

1. Discussion of construction claims relating to Arlington Municipal Airport

2. Discussion of legal issues related to the Gas Drilling and Production ordinance

3. Discussion of legal issues relative to providing firefighting services in other cities

4. Discussion of Arlington Municipal Patrolman's Association v. City of Arlington lawsuit

5. Discussion of City of Arlington v. Tibor Kovacs lawsuit

6. Discussion of New York Ave., LLC v. City of Arlington lawsuit

B. Section 551.072, DELIBERATION REGARDING REAL PROPERTY

1. Discussion of gas leases on City Property

2. Discussion regarding the acquisition, sale or lease of property located at 1608 N. Collins Street

3. Discussion regarding the transfer of real property at 1701 E. Sanford Street

4. Discussion regarding the lease of real property located at 119 Hosack Street

5. Gas Well Temporary Water Pipeline License - Beacon E&P Company, LLC
A resolution authorizing the execution of a Gas Well Temporary Water Pipeline License with Beacon E&P Company, LLC, relative to the construction, operation and maintenance of temporary water pipelines within City of Arlington rights-of-way.

6. Stadium Drive (Abram Street to Division Street) - BSL, Inc., Project No. PWST09001
A resolution determining the necessity of acquiring 40 square feet of right-of-way and 67 square feet of pedestrian easement rights for public use in, over and through land being situated in the Joel Blackwell Survey, Abstract No. 147, City of Arlington, Tarrant County, Texas, being out of Lot A1, Block 4, Hillview Addition, an addition to

the City of Arlington as recorded in Volume 388-27, Page 105, Plat Records, Tarrant County, otherwise known as 1717 E. Abram Street, City of Arlington, Tarrant County, Texas, for the public use of constructing, reconstructing, maintaining and using a permanent right-of-way and all necessary appurtenances for the Stadium Drive (Abram Street to Division Street) project.

7. Stadium Drive (Abram Street to Division Street) - Richard H. and Sheila A. Maddux, Project No. PWST09001
A resolution determining the necessity of acquiring 1,333 square feet of right-of-way and 283 square feet of temporary construction easement rights for public use in, over and through land being situated in the Joel Blackwell Survey, Abstract No. 147, City of Arlington, Tarrant County, Texas, being out of Lot 3, Block 1, Venture Addition, an addition to the City of Arlington as recorded in Cabinet A, Slide 3492, Plat Records, Tarrant County, otherwise known as 340 Stadium Drive, City of Arlington, Tarrant County, Texas, for the public use of constructing, reconstructing, maintaining and using a permanent right-of-way and all necessary appurtenances for the Stadium Drive (Abram Street to Division Street) project.

C. Section 551.087, DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

1. Offers of Incentives to Business Prospects.

At 5:50 p.m., Council reconvened in Open Session, and there being no further business, the meeting was adjourned.

APPROVED:

Robert N. Cluck, Mayor

ATTEST:

Mary W. Supino, City Secretary

Minutes

Arlington City Council
Regular Meeting

Council Chamber
101 W. Abram St.

June 10, 2014

06:30 PM

The City Council of the City of Arlington, Texas, convened in Regular Session on June 10, 2014, at 06:30 pm in the Council Chamber of the City Hall Building, 101 West Abram Street, with the meeting being open to the public and notice of said meeting, giving the date, place and subject thereof, having been posted as prescribed by V.T.C.A., Government Code, Chapter 551, with the following members present, to-wit:

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

Trey Yelverton, City Manager
Jay Doegey, City Attorney
Mary W. Supino, City Secretary

Absent: Councilmember S. Capehart

I. CALL TO ORDER

Mayor R. Cluck called the meeting to order at 6:32 p.m.

II. INVOCATION AND PLEDGE

Harold Elliott, Chaplain, Arlington Police Department, gave the invocation and the Pledge of Allegiance was recited.

III. SPECIAL PRESENTATIONS

Mayor R. Cluck proclaimed July 25, 2014 as "Law Enforcement Appreciation Day". The proclamation was presented by Councilmember R. Rivera and accepted by Maria Alvarado.

IV. APPOINTMENTS TO BOARDS AND COMMISSIONS

Councilmember K. Wilemon made a motion to approve the following resolutions appointing membership to the following Boards and Commissions. Seconded by Councilmember J. Bennett, the motion carried with 8 ayes and 0 nays.

Animal Services Center Advisory Board
Joseph "Chris" Jenkins, Place 1, term ending 6-30-16
Tracie Baker, Place 6, term ending 6-30-16
Kelli Eaves, Place 7, term ending 6-30-16

RESOLUTION NO. 14-119

Building Code Board of Appeals
James Putnam, Place 1, term ending 6-30-16
Terry Cunningham, Place 2, term ending 6-30-16
Donald Gatzke, Place 7, term ending 6-30-16

RESOLUTION NO. 14-120

Citizens Environmental Committee
Glenn Day, Place 2, term ending 6-30-16
Vince Hrabal, Place 6, term ending 6-30-16
Tellamesca Forsythe, Place 7, term ending 6-30-16

RESOLUTION NO. 14-121

Electrical Board
David Hoelke, Place 1, term ending 6-30-16
William "Clay" Ratliff, Place 2, term ending 6-30-16
Jimmie Johnson, Place 6, term ending 6-30-16
Mark Bringhurst, Place 7, term ending 6-30-16

RESOLUTION NO. 14-122

Emergency Physician's Advisory Board
Trent Boyko, Place 2, term ending 6-30-16
Hoyt Frenzel, Place 6, term ending 6-30-16
Charles Heflin, Place 7, term ending 6-30-16

RESOLUTION NO. 14-123

Ethics Review Commission
Shani Ginani, Place 1, term ending 6-30-16
Carolyn Alexander, Place 6, term ending 6-30-16
Angela Pacheco, Place 7, term ending 6-30-16

RESOLUTION NO. 14-124

Landmark Preservation Commission
Roger Wehr, Place 1, term ending 6-30-16
Timothy Gette, Place 6, term ending 6-30-16
Cheryl Donaldson, Place 7, term ending 6-30-16

RESOLUTION NO. 14-125

Library Board
Claudia Gray, Place 1, term ending 6-30-16
David Tees, Place 2, term ending 6-30-16
Marc Marchand, Place 7, term ending 6-30-16

RESOLUTION NO. 14-126

Mechanical and Plumbing Code Board of Appeals
Homer (Leon) Dudley, Jr., Place 1, term ending 6-30-16
David Peterson, Place 2, term ending 6-30-16
Billy Richmond, Place 7, term ending 6-30-16

RESOLUTION NO. 14-127

Parks and Recreation Board
Dara Wandel, Place 1, term ending 6-30-16
Donna Davovich, Place 2, term ending 6-30-16
Sue Phillips, Place 6, term ending 6-30-16
Willie Rodriguez, Place 7, term ending 6-30-16
Courtney Wilson, Place 10, term ending 6-30-15

RESOLUTION NO. 14-128

Planning and Zoning Commission
Patrick Reilly, Place 1, term ending 6-30-16
Michael Talambas, Place 2, term ending 6-30-16
Ronald Smith, Place 6, term ending 6-30-16
Harry Croxton, Place 7, term ending 6-30-16

RESOLUTION NO. 14-129

Special Transportation Advisory Board
Kelvin McHenry, Place 1, term ending 6-30-16
Myra McGlothen, Place 2, term ending 6-30-16
J. Bob R. Hester, Place 6, term ending 6-30-16
Ronald Stefka, Place 7, term ending 6-30-16

RESOLUTION NO. 14-130

Teen Court Advisory Board
Kristen Grant-Evuleocha, Place 1, term ending 6-30-16
Lance Jepson, Place 6, term ending 6-30-16
Karl Warren, Place 7, term ending 6-30-16

RESOLUTION NO. 14-131

Zoning Board of Adjustment
Charles Brady, Place 1, term ending 6-30-16
David Funderburk, Place 6, term ending 6-30-16
David DeVries, Place 7, term ending 6-30-16
James (Jim) Minge, Place 11, term ending 6-30-16

RESOLUTION NO. 14-132

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

1. Gas Well Temporary Water Pipeline License - Beacon E&P Company, LLC
   A resolution authorizing the execution of a Gas Well Temporary Water Pipeline License with Beacon E&P Company, LLC, relative to the construction, operation and maintenance of temporary water pipelines within City of Arlington rights-of-way.

In exchange for the license agreement, the City will receive $5,000 in FY 2014, plus a license fee of $1.00 per linear foot for each right-of-way crossing.

RESOLUTION NO. 14-133

2. Stadium Drive (Abram Street to Division Street) - BSL, Inc., Project No. PWST09001
   A resolution determining the necessity of acquiring 40 square feet of right-of-way and 67 square feet of pedestrian easement rights for public use in, over and through land being situated in the Joel Blackwell Survey, Abstract No. 147, City of Arlington, Tarrant County, Texas, being out of Lot A1, Block 4, Hillview Addition, an addition to the City of Arlington as recorded in Volume 388-27, Page 105, Plat Records, Tarrant County, otherwise known as 1717 E. Abram Street, City of Arlington, Tarrant County, Texas, for the public use of constructing, reconstructing, maintaining and using a permanent right-of-way and all necessary appurtenances for the Stadium Drive (Abram Street to Division Street) project.

Funds for these acquisitions, including closing costs, are available in Street Bond Funds Account No.

358504-68000-65240698.

RESOLUTION NO. 14-134

3. Stadium Drive (Abram Street to Division Street) - Richard H. and Sheila A. Maddux, Project No. PWST09001
A resolution determining the necessity of acquiring 1,333 square feet of right-of-way and 283 square feet of temporary construction easement rights for public use in, over and through land being situated in the Joel Blackwell Survey, Abstract No. 147, City of Arlington, Tarrant County, Texas, being out of Lot 3, Block 1, Venture Addition, an addition to the City of Arlington as recorded in Cabinet A, Slide 3492, Plat Records, Tarrant County, otherwise known as 340 Stadium Drive, City of Arlington, Tarrant County, Texas, for the public use of constructing, reconstructing, maintaining and using a permanent right-of-way and all necessary appurtenances for the Stadium Drive (Abram Street to Division Street) project.

Funds for these acquisitions including closing costs, are available in Street Bond Funds Account No. 358504-68000-65240698.

RESOLUTION NO. 14-135

VII. APPROVAL OF MINUTES

Special Meeting, May 10, 2014 Afternoon Meeting, May 27, 2014 Evening Meeting, May 27, 2014

Councilmember L. Wolff made a motion to approve minutes from the Special Meeting, May 10, 2014 and Afternoon and Evening Meeting, May 27, 2014. Seconded by Councilmember M. Glaspie, the motion carried with 8 ayes and 0 nays.

VIII. APPROVAL OF CONSENT AGENDA

Councilmember M. Glaspie made a motion to approve all items from the Consent Agenda, with the exception of Items Nos. VIII.A.7 and VIII.B.5. Seconded by Councilmember R. Rivera, the motion carried with 8 ayes and 0 nays.

A. Minute Orders

1. One Year Extension to Contract for Food and Beverage Services (MO#06102014-001)
Authorize the City Manager or his designee to exercise a one-year renewal of the contract for food and beverage services with Culinaire International, Inc. of Dallas, Texas in the estimated amount of $135,000. Funds are budgeted in various Convention Center accounts pending FY15 budget approval.

2. Wildlife Hazard Assessment Grant Amendment #1 (MO#06102014-002)
Authorize the City Manager or his designee to execute Grant Amendment #1, with the

Texas Department of Transportation (TxDOT) of Austin, Texas, for Airport Wildlife Hazard Assessment Planning services. The total amount of the grant will increase by $6,756, to $106,756. Required additional matching funds for the grant amendment, not to exceed $676, are available in Airport Improvement Account No. 358501-51290499-68101.

3. Arlington Air Associates Rental Credit Agreement (MO#06102014-003)
Authorize the City Manager or his designee to execute an agreement between Arlington Air Associates, LLC and the City for return of $164,627.00 in rental credits, authorized in the 2007 lease agreement, for construction of drainage improvements at the Arlington Municipal Airport.

4. Purchase of Resale Items for the Parks and Recreation Department, Bid Project 14-0162 (MO#06102014-004)
Authorize the City Manager or his designee to purchase food and merchandise products for resale at various Parks and Recreation Department locations in the estimated amount of $1,746,850 and execute any and all documents necessary to carry out such purchase. In accordance with the Texas Local Government Code, Section 252.022(14), goods purchased by a municipality for resale are exempt from competitive bidding statutes. Revenues generated from these sales are allocated in various departmental accounts and are used to partially offset operation and maintenance costs for the various facilities.

5. Renewal of Annual Requirements Contract for Rental of Traffic Control Devices, Bid Project 13-0142 (MO#06102014-005)
Authorize the City Manager or his designee to exercise the first of four, one-year renewal options for an annual requirements contract for rental of traffic control devices with Dallas Lite & Barricade, Inc. of Dallas, Texas in the estimated amount of $75,000, and execute any and all documents necessary to carry out such renewal. Funds are budgeted in various departmental accounts.

6. Purchase of Water Utilities Equipment and Fleet Vehicles, Bid Project 14-0161 (MO#06102014-006)
Authorize the City Manager or his designee to approve the purchase of 6 Backhoe/Loaders with Holt Cat of Irving, Texas in the amount of $394,937 and 2 Ford half-ton pickups, 3 Ford Escapes, and 4 Ford three-quarter ton utility trucks with Caldwell Country Ford of Caldwell, Texas in the amount of $201,635 through the Texas Local Government Purchasing Cooperative (TLGPC) for a total amount of $596,572, and execute any and all documents necessary to carry out such purchase. Funds are budgeted in the Water Utilities Operations Fleet Replacement Account No. 630101-68200.

7. Construction Contract for Abram Street (Stadium Drive to SH-360); Project No. PWST07002A (MO#06102014-007)
Authorizing the City Manager or his designee to execute a construction contract with JLB Contracting, LLC, of Fort Worth, Texas for the Abram Street (Stadium Drive to SH360) Project in an amount not to exceed $8,001,266.73. The contract includes a maximum bonus of $157,500, for a possible contract total of $8,158,766.73. Funding is available in the

following accounts: Street Bond Fund Account No. 358504-68153-64980699 [$5,819,636.66] and Water Bond Fund Account No. 658502-68252-18082205 [$2,339,130.07].

Councilmember M. Glaspie made a motion to approve a minute order authorizing the City Manager or his designee to execute a construction contract with JLB Contracting, LLC, of Fort Worth, Texas for the Abram Street (Stadium Drive to SH360) Project in an amount not to exceed $8,001,266.73. The contract includes a maximum bonus of $157,500, for a possible contract total of $8,158,766.73. Funding is available in the following accounts: Street Bond Fund Account No. 358504-68153-64980699 [$5,819,636.66] and Water Bond Fund Account No. 658502-68252-18082205 [$2,339,130.07]. Seconded by Councilmember R. Rivera, the motion carried with the following vote:

AYES:	Mayor R. Cluck, Councilmember C. Parker, Councilmember R. Rivera, Councilmember K. Wilemon, Councilmember L. Wolff, Councilmember J. Bennett and Councilmember M. Glaspie
NAYS:	None
ABSTAIN:	Councilmember R. Shepard

B. Consent Agenda Resolutions

1. Bulletproof Vest Partnership Grant
A resolution authorizing the acceptance of a grant, if awarded, from the United States Department of Justice, Office of Justice Programs' Bureau of Justice Assistance, in the amount of $44,906.40 through the Bulletproof Vest Partnership Program for the purchase of bulletproof vests and authorizing the execution of documents relative to the acceptance of such grant.

RESOLUTION NO. 14-136

2. Victim Services Response Team Counselor Grant
A resolution authorizing the submission of a grant application to the Criminal Justice Division of the Governor's Office for funding assistance not to exceed $80,000 for funding of two Victim Services Response Team Counselors and authorizing the execution of documents relative to the submission and later acceptance of such grant.

RESOLUTION NO. 14-137

3. Hispanic Outreach Counselor Grant
A resolution authorizing the submission of a grant application to the Criminal Justice Division of the Governor's Office for funding assistance not to exceed $72,422 to fund one Hispanic Outreach Counselor and authorizing the execution of documents relative to the submission and later acceptance of such grant.

RESOLUTION NO. 14-138

4. Family Violence and Intervention Prevention Grant
A resolution authorizing the submission of a grant application to the Criminal Justice Division of the Governor's Office for funding assistance not to exceed $77,348 from the Violence Against Women Act fund for funding of one Victim Services Counselor and authorizing the execution of documents relative to the submission and later acceptance of such grant.

RESOLUTION NO. 14-139

5. Second Modification for Renewal of the Three-Year Contract for Collection of Delinquent Property Taxes and Municipal Court Debts
A resolution authorizing the execution of a Second Professional Services Contract Modification with Linebarger, Goggan, Blair & Sampson, LLP of Fort Worth, Texas, relative to the collection of delinquent City of Arlington property taxes, municipal court debts and other legal services.

Councilmember M. Glaspie made a motion to approve a resolution authorizing the execution of a Second Professional Services Contract Modification with Linebarger, Goggan, Blair & Sampson, LLP of Fort Worth, Texas, relative to the collection of delinquent City of Arlington property taxes, municipal court debts and other legal services. Seconded by Councilmember R. Rivera, the motion carried with the following vote:

AYES:	Mayor R. Cluck, Councilmember R. Rivera, Councilmember K. Wilemon, Councilmember L. Wolff, Councilmember R. Shepard, Councilmember J. Bennett and Councilmember M. Glaspie
NAYS:	Councilmember C. Parker
ABSTAIN:	None

RESOLUTION NO. 14-140

6. Amendments to Housing Rehabilitation Program Policies
A resolution adopting the revised Housing Rehabilitation Program Policy

RESOLUTION NO. 14-141

7. Electing Mayor Pro Tempore and Deputy Mayor Pro Tempore

a. A resolution electing a City Council member to serve as Mayor Pro Tempore until after the next City of Arlington general election and until a successor is duly elected and qualified.

b. A resolution electing a City Council member to serve as Deputy Mayor Pro Tempore until after the next City of Arlington general election and until a successor is duly elected and

qualified.

RESOLUTION NO. 14-142

RESOLUTION NO. 14-143

IX. ITEMS TO BE WITHDRAWN FROM THE CONSENT AGENDA

X. CONSIDER AND VOTE ON WITHDRAWN ITEMS

XI. PUBLIC HEARINGS: ORDINANCES FIRST READING

A. Public Hearing - Ordinances First Reading

1. Zoning Case ZA14-2 (310 E Randol Mill - 310 East Randol Mill Road)
Following the public hearing, consider a request for a change in the zoning of property to Entertainment District Overlay-Office (ED-O) on approximately 0.45 acres zoned Entertainment District Overlay-Residential (ED-R) and generally located south of East Randol Mill Road and east of North Mesquite Street.

ORDINANCE FIRST READING
First reading of an ordinance changing the zoning classification on certain property known as 310 East Randol Mill Road to Entertainment District Overlay - Office (ED-O) and amending the Zoning District Map accordingly.

The public hearing concerning Zoning Case ZA14-2 opened at 6:43 p.m. Barbara Gotcher, 5816 Bransford Rd., 76034, presented the proposed ordinance to Council. There being no others, the public hearing closed at 6:45 p.m.

PUBLIC HEARING CLOSED

Councilmember L. Wolff made a motion to approve first reading of an ordinance changing the zoning classification on certain property known as 310 East Randol Mill Road to Entertainment District Overlay - Office (ED-O) and amending the Zoning District Map accordingly. Seconded by Councilmember R. Rivera, the motion carried with 8 ayes and 0 nays.

FIRST READING

2. Unified Development Code
Following the public hearing, consider approval of an ordinance of the City of Arlington, Texas, amending in their entirety the "Zoning" Chapter and "Subdivision Regulations" Chapter of the Code of the City of Arlington, Texas, 1987, through the adoption of a new "Unified Development Code" Chapter consisting of Article 1 entitled "General Provisions"; Article 2 entitled "Zoning Districts"; Article 3 entitled "Use Regulations"; Article 4 entitled "Dimensional Standards"; Article 5 entitled "Design and Development Standards"; Article 6

entitled "Subdivision Regulations"; Article 7 entitled "Signs"; Article 8 entitled "Enforcement and Penalties"; Article 9 entitled "Review Authorities"; Article 10 entitled "Review Procedures"; Article 11 entitled "Nonconformities"; and Article 12 entitled "Definitions".

ORDINANCE FIRST READING
First reading of an ordinance amending in their entirety the "Zoning" Chapter and "Subdivision Regulations" Chapter of the Code of the City of Arlington, Texas, 1987, through their replacement by the adoption of a new "Unified Development Code" Chapter consisting of Article 1 entitled "General Provisions"; Article 2 entitled "Zoning Districts"; Article 3 entitled "Use Regulations"; Article 4 entitled "Dimensional Standards"; Article 5 entitled "Design and Development Standards"; Article 6 entitled "Subdivision Regulations"; Article 7 entitled "Signs"; Article 8 entitled "Enforcement and Penalties"; Article 9 entitled "Review Authorities"; Article 10 entitled "Review Procedures"; Article 11 entitled "Nonconformities"; and Article 12 entitled "Definitions"; providing for a fine of up to $2,000 for each offense in violation of the ordinance; providing this ordinance be cumulative; providing for severability; governmental immunity; injunctions; preservation of former violations; publication and becoming effective ten days after first publication.

The public hearing concerning the Unified Development Code opened at 6:45 p.m. Clayton Husband, Principal Planner, Community Development and Planning Department, presented the proposed ordinance to Council. There being no others, the public hearing was closed at 6:46 p.m.

PUBLIC HEARING CLOSED

Councilmember R. Shepard made a motion to approve first reading of an ordinance amending in their entirety the "Zoning" Chapter and "Subdivision Regulations" Chapter of the Code of the City of Arlington, Texas, 1987, through their replacement by the adoption of a new "Unified Development Code" Chapter consisting of Article 1 entitled "General Provisions"; Article 2 entitled "Zoning Districts"; Article 3 entitled "Use Regulations"; Article 4 entitled "Dimensional Standards"; Article 5 entitled "Design and Development Standards"; Article 6 entitled "Subdivision Regulations"; Article 7 entitled "Signs"; Article 8 entitled "Enforcement and Penalties"; Article 9 entitled "Review Authorities"; Article 10 entitled "Review Procedures"; Article 11 entitled "Nonconformities"; and Article 12 entitled "Definitions"; providing for a fine of up to $2,000 for each offense in violation of the ordinance; providing this ordinance be cumulative; providing for severability; governmental immunity; injunctions; preservation of former violations; publication and becoming effective ten days after first publication. Seconded by Councilmember K. Wilemon, the motion carried with 8 ayes and 0 nays.

FIRST READING

3. Westador Neighborhood Plan
Following the public hearing, consider approval of an ordinance amending the West Sector Plan component of the Comprehensive Plan to include the Westador Neighborhood Plan.

ORDINANCE FIRST READING
First reading of an ordinance adopting the Westador Neighborhood Plan, a component of

the West Sector Plan of the Arlington Comprehensive Plan.

The public hearing concerning the Westador Neighborhood Plan opened at 6:47 p.m. Clayton Husband, Principal Planner, Community Development and Planning Department, presented the proposed ordinance to Council. Randy Hendricks, 3110 Westador Dr., 76015, appeared in support of the proposed ordinance. There were four individuals registered in support of the proposed ordinance. There being no others, the public hearing was closed at 6:51 p.m.

PUBLIC HEARING CLOSED

Councilmember K. Wilemon made a motion to approve first reading of an ordinance adopting the Westador Neighborhood Plan, a component of the West Sector Plan of the Arlington Comprehensive Plan. Seconded by Councilmember R. Rivera, the motion carried with 8 ayes and 0 nays.

FIRST READING

XII. ORDINANCES - FIRST AND/OR FINAL READINGS

A. Ordinances - First and Final Readings

1. Ordinances Authorizing the Sale of City of Arlington, Texas Series 2014 Permanent Improvement Bonds in the amount of $14,855,000, Texas Series 2014 Combination Tax and Revenue Certificates of Obligation Bonds in the amount of $29,885,000, Series 2014A Water and Wastewater System Revenue Bonds in the amount of $13,135,000, and Series 2014B Water and Wastewater System Revenue Refunding Bonds in the amount of $7,960,000:

Mike Finley, Chief Financial Officer and Director, Finance Department, introduced Dave Gordon, Financial Advisor with Estrada Hinojosa, who presented the official bond sale results to Council.

a. An Ordinance providing for the issuance of City of Arlington, Texas, Permanent Improvement Bonds, Series 2014; Awarding the sale thereof; Levying a tax in payment thereof; Authorizing the execution and delivery of a Paying Agent/Registrar Agreement approving the Official Statement; And enacting provisions incident and relating to the subject and purposes of this ordinance.

Councilmember R. Shepard made a motion to approve on first and final reading an ordinance providing for the issuance of City of Arlington, Texas, Permanent Improvement Bonds, Series 2014; Awarding the sale thereof; Levying a tax in payment thereof; Authorizing the execution and delivery of a Paying Agent/Registrar Agreement approving the Official Statement; And enacting provisions incident and relating to the subject and purposes of this ordinance in the amount of $14,485,000. Seconded by Councilmember K. Wilemon, the motion carried with the following vote:

AYES: Councilmember M. Glaspie, Councilmember J. Bennett, Councilmember R. Shepard, Councilmember L. Wolff, Councilmember K. Wilemon,

Councilmember C. Parker and Mayor R. Cluck

NAYS: None

ABSTAIN: Councilmember R. Rivera

ORDINANCE NO. 14-032

b. An Ordinance providing for the issuance of City of Arlington, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2014; Levying a tax in payment thereof; Prescribing the form of said certificates; Approving and awarding the sale of the certificates; Authorizing the execution and delivery of a Paying Agent/Registrar Agreement; Approving the Official Statement; And enacting provisions incident and relating to the subject and purposes of this ordinance.

Councilmember R. Shepard made a motion to approve on first and final reading an ordinance providing for the issuance of City of Arlington, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2014; Levying a tax in payment thereof; Prescribing the form of said certificates; Approving and awarding the sale of the certificates; Authorizing the execution and delivery of a Paying Agent/Registrar Agreement; Approving the Official Statement; And enacting provisions incident and relating to the subject and purposes of this ordinance in the amount of $28,965,000. Seconded by Councilmember M. Glaspie, the motion carried with the following vote:

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

NAYS: None

ABSTAIN: Councilmember R. Rivera

ORDINANCE NO. 14-033

c. An Ordinance providing for the issuance of City of Arlington, Texas, Water and Wastewater System Revenue Bonds, Series 2014A; Awarding the sale of the bonds; Authorizing the execution of a Paying Agent/Registrar Agreement; Approving the Official Statement; And enacting provisions incident and relating to the subject and purposes of this ordinance.

Councilmember R. Shepard made a motion to approve on first and final reading an ordinance providing for the issuance of City of Arlington, Texas, Water and Wastewater System Revenue Bonds, Series 2014A; Awarding the sale of the bonds; Authorizing the execution of a Paying Agent/Registrar Agreement; Approving the Official Statement; And enacting provisions incident and relating to the subject and purposes of this ordinance in the amount of $13,325,000. Seconded by Councilmember L. Wolff, the motion carried with the following vote:

AYES:	Councilmember M. Glaspie, Councilmember J. Bennett, Councilmember R. Shepard, Councilmember L. Wolff, Councilmember K. Wilemon, Councilmember C. Parker and Mayor R. Cluck
NAYS:	None
ABSTAIN:	Councilmember R. Rivera

ORDINANCE NO. 14-034

d. An Ordinance providing for the issuance of City of Arlington, Texas, Water and Wastewater System Revenue Refunding Bonds, Series 2014B; Awarding the sale of the bonds; Authorizing the execution of a Paying Agent/Registrar Agreement and an Escrow Agreement; Approving the Official Statement; And enacting provisions incident and relating to the subject and purposes of this ordinance.

Councilmember R. Shepard made a motion to approve on first and final reading an ordinance providing for the issuance of City of Arlington, Texas, Water and Wastewater System Revenue Refunding Bonds, Series 2014B; Awarding the sale of the bonds; Authorizing the execution of a Paying Agent/Registrar Agreement and an Escrow Agreement; Approving the Official Statement; And enacting provisions incident and relating to the subject and purposes of this ordinance in the amount of $7,975,000. Seconded by Councilmember L. Wolff, the motion carried with the following vote:

AYES:	Councilmember M. Glaspie, Councilmember J. Bennett, Councilmember R. Shepard, Councilmember L. Wolff, Councilmember K. Wilemon, Councilmember C. Parker and Mayor R. Cluck
NAYS:	None
ABSTAIN:	Councilmember R. Rivera

ORDINANCE NO. 14-035

XIII. RESOLUTIONS

A. Resolutions:

1. City Center Mixed Use Development Project - Master Development Agreement
A resolution authorizing the execution of a Master Development Agreement by and between Integral Development, LLC and Catalyst Urban Development, LLC, the City of Arlington, and Tax Increment Reinvestment Zone Number One for economic development incentives relative to the demolition, remediation and redevelopment of the block bound by S. Center St., E. Abram St., S. Mesquite St., and E. Main St. in the City of Arlington.

Bruce Payne, Economic Development Manager, Economic Development Services, presented the proposed resolution to Council. Paris Rutherford, Catalyst Development, appeared in support of the proposed

resolution. There was one individual registered in opposition of the proposed resolution.

Councilmember L. Wolff made a motion to approve a resolution authorizing the execution of a Master Development Agreement by and between Integral Development, LLC and Catalyst Urban Development, LLC, the City of Arlington, and Tax Increment Reinvestment Zone Number One for economic development incentives relative to the demolition, remediation and redevelopment of the block bound by S. Center St., E. Abram St., S. Mesquite St., and E. Main St. in the City of Arlington. Seconded by Councilmember J. Bennett, the motion carried with 8 ayes and 0 nays.

Funds are available in the TIRZ #1 Account No. 3025-480102-61002, and in the Water Renewal Fund Account No. 678501-16391205-68252.

RESOLUTION NO. 14-144

XIV. ANNOUNCEMENTS

XV. CITIZEN PARTICIPATION

There being no further business, the meeting was adjourned at 7:06 p.m.

APPROVED:

Robert N. Cluck, Mayor

ATTEST:

Mary W. Supino, City Secretary

Staff Report

Annual Requirements Contract for Newspaper Advertising, Bid Project 14-0156	
City Council Meeting Date: 6-24-14	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to execute an annual requirements contract for newspaper advertising with Fort Worth Star-Telegram in the estimated amount of $108,645.50

PRIOR BOARD OR COUNCIL ACTION

None.

ANALYSIS

This contract is for advertising in the Star-Telegram newspaper. The contract includes various legal notices and ordinances passed by the City Council, notice of public hearings, display advertising and employment ads to be printed in a hardcopy form and electronically. Advertisements are published in the local paper, which allows citizens a reasonable opportunity to examine, comment, inquire or respond.

Bid closed:	2:00 p.m., May 15, 2014
Vendors notified through DemandStar:	17
Vendors notified through the Supplier Portal:	50
Bids received:	1
Original contract term:	One year/four one-year renewal options
Current term:	July 1, 2014 – June 30, 2015

FINANCIAL IMPACT

Fort Worth Star-Telegram of Fort Worth, Texas returned the only responsive bid for an estimated amount of $108,645.50. The contract term is for one year and will be reviewed annually to determine subsequent renewal terms. The projected financial impact for this contract term is as follows:

FY 2014	FY 2015	FY 2016
$27,161.37	$81,484.13	$0

Funds are budgeted in various departmental accounts.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

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

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

Staff Report

Purchase of a Mobile Command Vehicle, Bid Project 14-0164	
City Council Meeting Date: 6-24-14	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to approve the purchase of a mobile command vehicle with MBF Industries, Inc. through the United States General Services Administration (GSA) in the estimated amount of $639,890.

PRIOR BOARD OR COUNCIL ACTION

On October 29, 2013, City Council approved Resolution 13-284, authorizing the City of Arlington to enter into an agreement with the Office of Domestic Preparedness/Department of Homeland Security to accept $2,493,337.84 in UASI grant funding.

ANALYSIS

This purchase is for a mobile command vehicle for the Police Department. The new vehicle will replace an existing unit (MC1) that was purchased in 1999, has outlived its useful service life, and has not been viable for operations for a number of years, and will be retired from the fleet.

The Police Department is in need of a dedicated and fully self-sufficient mobile command vehicle capable to respond to critical incidents and to pre-planned events requiring an operational center to function in the field. The current practice is for a command post to be operated out of the rear of a police vehicle. This arrangement limits the command, control, and communications capabilities of the police department. Due to the City hosting many high profile events at the stadium, ballpark, and elsewhere, the purchase of a new mobile command post vehicle will allow the police department to continue to provide the high level of service to the community and at special events simultaneously.

The new command vehicle would be configured in such a way to accommodate current technology used to communicate with persons involved a critical incident. The vehicle would be constructed to reduce outside noise and allow incident commanders and staff to communicate, via phone, radio, or computer effectively with units at the incident and outside agencies or city departments assisting in dealing with the crisis or incident.

The command vehicle is engineered to accommodate specialized and commercial communication equipment. The vehicle has multiple workstations and is manufactured with the latest communication technology to reduce interference with wired and/or wireless communication devices. Essential to managing various emergency public safety situations, the vehicle has the ability to handle multiple incidents and facilitate the recovery efforts in the event of a terrorist attack. The vehicle will aide in the ongoing efficiency and effectiveness of a coordinated response of City of Arlington public safety resources.

FINANCIAL IMPACT

In accordance with Texas Local Government Code Section 271.103, local governments may purchase goods and services under the Federal supply schedules through the United States General Services Administration. Utilizing the contract with MBF Industries, Inc. of Sanford, Florida, through the United States GSA was determined to be the best value method for obtaining the mobile command vehicle.

The purchase includes equipment, training and a one-year warranty. The truck is a one-time purchase and will replace an existing unit; therefore, no additional maintenance or fuel costs will be incurred.

FY 2014	FY 2015	FY 2016
$639,890	$0	$0

Funds for the mobile command vehicle are available in UASI Grant Fund Account No. 228601-68900-228911. Annual maintenance and fuel costs funds are available in Police Fleet Maintenance Account No. 810701-67004.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Will Johnson	Janice Hughes	Mike Finley
Police Chief	Sr. Purchasing Agent	Director of Finance
817-459-5702	817-459-6304	817-459-6345
Will.Johnson @arlingtontx.gov	Janice.Hughes@arlingtontx.gov	Mike.Finley@arlingtontx.gov

Staff Report

Purchase of Two Fire Apparatus, Bid Project 14-0150	
City Council Meeting Date: 6-24-14	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to approve the purchase of two fire apparatus with Metro Fire Apparatus Specialists, Inc. through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program, in an amount not to exceed $1,196,956.

PRIOR BOARD OR COUNCIL ACTION

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

ANALYSIS

This purchase is for two new fire apparatus to replace existing front-line fire apparatus that have reached the end of their useful service lives. The new fire apparatus are equipped with all the requirements to meet or exceed EPA emission reducing standards. Fire apparatus have a lead time of approximately 18 months (from the encumbrance of funds until delivery). Due to the need to maintain an adequate fire apparatus fleet and to avoid an increase in the cost of the replacement apparatus, the City wishes to proceed with the acquisition of the vehicles. The purchase price includes:

- Two Apparatus: $1,192,956
- H-GAC Administrative Fees: $ 4,000

In an effort to explore new procurement options and seek greater cost-savings related to fire apparatus, management opted to perform a detailed comparison of available equipment, options, and customizations available through various cooperatives to ensure that the City is getting the best price and quality.

FINANCIAL IMPACT

After investigating a number of alternatives, utilizing the interlocal agreement with Metro Fire Apparatus Specialists, Inc. of South Houston, Texas, through the H-GAC Cooperative Purchasing Program, was determined to be the most cost-effective method for obtaining the two fire apparatus. This is a one-time purchase. The new units will replace existing units; therefore, no additional maintenance or fuel costs will be incurred.

FY 2014	FY 2015	FY 2016
$1,196,956	$0	$0

Funds are budgeted in Fire Department Fire Operations Account No. 220201-68200.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Don Crowson	Janice Hughes	Mike Finley
Fire Chief	Sr. Purchasing Agent	Director of Finance
817-459-5501	817-459-6304	817-459-6345
Don.Crowson@arlingtontx.gov	Janice.Hughes@arlingtontx.gov	Mike.Finley@arlingtontx.gov

Staff Report

Construction Contract for Martin Luther King Jr. Sports Center Phase II Development Project No. PKPL12002	
City Council Meeting Date: 6-24-14	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to execute a construction contract with Reeder General Contractors, Inc., of Fort Worth, Texas for phase two development at Martin Luther King Jr. Sports Center in the amount of $1,380,000. Funding is available in Park Bond Account No. 508503-53350599-68101 ($1,227,739) and Park Capital Account No. 508501-53540598-68101 ($152,261).

PRIOR BOARD OR COUNCIL ACTION

On December 18, 2012, Mayor and Council approved Minute Order #12182012-004 authorizing the execution of a contract with Schrickel, Rollins and Associates, Inc., relative to the preparation of an updated master plan and construction documents for phase two development of the Martin Luther King Jr. Sports Center for the amount of $165,000.

ANALYSIS

The Martin Luther King Jr. Sports Center is an 86-acre sports complex located at 7001 Golf Club Drive in southwest Arlington. The facility currently has six Little League baseball fields and primarily serves the Arlington Southwest Little League, which has become one of the largest Little Leagues in the world. The original master plan, developed by Schrickel, Rollins and Associates, Inc., anticipated twelve baseball fields at completion. The existing parking lot currently fills to capacity on game days, resulting in overflow parking in open space areas.

Components of this development phase include 197 new lighted parking spaces, two new baseball fields, and required irrigation for the fields and areas surrounding the parking lot. The construction proposed in this contract includes the base bid and one alternate for the use of green concrete, for which there is no additional cost.

Date of Bid:	June 5, 2014
Number of Bids Received:	11
Number of Bids from Arlington Firms:	1
Bidder Prequalification:	No
Project Estimate:	$1,450,000
Range of Bids:	$1,380,000 - $1,748,032.66
Recommended Low Bidder:	Reeder General Contractors, Inc.
Contract time:	180 calendar days

Vendor	Total	MWBE
Reeder General Contractors, Inc. Fort Worth, Texas	**$1,380,000**	**No**
Raydon, Inc. Breckenridge, Texas	$1,449,589	No
Encino Landscape, Inc. Cleveland, Texas	$1,459,377	No
Roeschco Construction Frisco, Texas	$1,480,900	No

Phillip May Corporation Dallas, Texas	$1,498,333	No
Northstar Construction, Inc. Fort Worth, Texas	$1,563,800	No
3I Construction, LLC Dallas, Texas	$1,610,000	No
Mart, Inc. Irving, Texas	$1,612,000	No
Cooper General Contractors Carrolton, Texas	$1,633,000	No
C. Green Scaping, LP Fort Worth, Texas	$1,661,195	No
2CMD, Inc. Arlington, Texas	$1,748,032.66	Yes - MO

*MO – MINORITY OWNED

FINANCIAL IMPACT

Reeder General Contractors, Inc. is the recommended low bidder in the amount of $1,380,000. Funding for the project is available in Park Bond Account No. 508503-53350599-68101 ($1,227,739) and Park Capital Account No. 508501-53540598-68101 ($152,261). The anticipated annual General Fund maintenance impact for this project is estimated below.

	FY 2014	FY 2015	FY 2016
Construction	$1,380,000	$0	$0
Operation and Maintenance	$0	$83,500	$86,000

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

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

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

Staff Report

Modification to Arlington Gateway Monuments Consultant Contract	
City Council Meeting Date: 06-24-14	Document Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to execute an amendment to the Professional Services Contract with Schrickel, Rollins and Associates to create construction documents for the Entertainment District Gateway Monuments in an amount not to exceed $93,580.00

PRIOR BOARD OR COUNCIL ACTION

On September 8, 2008, the Tax Increment Reinvestment Zone Number Five Board authorized the execution of a Professional Services Contract with Post, Buckley, Schuh, and Jernigan for planning, design, and assistance with implementation of a wayfinding and identity development project within the Entertainment District (resolution number TIRZ5 08-05).

On April 30, 2013, City Council authorized the execution of a Professional Services Contract with Schrickel, Rollins, and Associates to assist with preparation of construction documents for the Arlington Gateway Monuments.

ANALYSIS

The original contract with Schrickel, Rollins and Associates includes the design of entry signs along IH-30 that will provide a sense of arrival for the City's visitors. The signage will accent the design and landscape features that currently exist on IH-30, and will also be designed in consideration of the signage plan that was adopted for the Entertainment District. Funding for this project will also provide a master plan, identifying potential locations for gateway signs along both IH-30 and IH-20.

The purpose of the Entertainment District Wayfinding Project is to create a quality, cohesive identity development and wayfinding signage strategy for the Entertainment District. Phase I of the project, which included vehicular wayfinding signage, was implemented in 2009. Phase II of the project, which includes gateway monuments, pedestrian kiosks, and the District Icon, will increase district awareness among visitors and residents, increase the visibility of Entertainment District stakeholders, and define a unique brand for the Entertainment District.

The Gateway Monuments will be designed in two forms; 'Level A' will consist of a twenty-foot tall blade-shaped design and 'Level B' will consist of a 5' tall fan-shaped design, as shown in the attached conceptual renderings. The design will be updated slightly to reflect the current branding initiative of the City. The monuments are proposed to be installed at six locations in the Entertainment District, as shown on the attached map. If authorized, Schrickel, Rollins and Associates will prepare construction documents to include schematic design, a topographic survey, geotechnical investigation, structural and electrical engineering, and irrigation design for six locations in the Entertainment District. The project would be bid in late summer and construction is expected to take place in Fall 2014.

FINANCIAL IMPACT

Funding in the amount of $93,580.00 is available in the Convention and Event Services Fund Account Number 970104-68900.

ADDITIONAL INFORMATION

Attached: Contract Modification
Design Concepts
Location Map

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

STAFF CONTACT(S)

James F. Parajon, AICP	Lemuel Randolph
Director	Director
Community Development and Planning	Parks and Recreation
817-459-6527	817-459-5479
Jim.Parajon@arlingtontx.gov	Lemuel.Randolph@arlingtontx.gov

THE STATE OF TEXAS §

THE COUNTY OF TARRANT § CONTRACT MODIFICATION

THIS CONTRACT MODIFICATION is made and entered into this _____ day of, _____ 2014, by and between the CITY OF ARLINGTON, Tarrant County, Texas, a municipal corporation, hereinafter called "CITY" and SCHRICKEL, ROLLINS & ASSOCIATES, INC., hereinafter called "LANDSCAPE ARCHITECT", whose address is 1161 Corporate Drive West, Arlington, Texas 76006.

W I T N E S S E T H:

WHEREAS, On April 30, 2013, CITY and LANDSCAPE ARCHITECT entered into a contract (hereinafter referred to as "the Contract") for the professional planning, design, surveying, and landscape architectural services for Arlington Gateway Monuments project, and

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

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

LANDSCAPE ARCHITECT will perform additional services as described in Attachment "A" involving additional design services. Attachment "A" is incorporated herein as if written word for word.

II.

Payment for additional services will not exceed $93,580.

III.

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

WITNESS:

_____

LANDSCAPE ARCHITECT
Schrickel, Rollins & Associates, Inc.

_____
Victor Baxter, RLA
Tax Identification No. 75-1319504

ATTEST:

_____
Mary W. Supino, City Secretary

CITY OF ARLINGTON, TEXAS

By:_____
Lemuel Randolph
Director, Parks and Recreation

APPROVED AS TO FORM:
JAY DOEGEY, City Attorney

By:_____

THE STATE OF TEXAS §

Architect Acknowledgment

THE COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Victor Baxter, RLA** 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 **Schrickel, Rollins & Associates, Inc.**, a duly authorized Texas entity, with its executive office located in Tarrant County, Texas, and as the president thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2014.

_____ _____

My Commission Expires Notary Public In and For
The State of Texas

_____

Notary's Printed Name

THE STATE OF TEXAS §

City Acknowledgment

THE COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Lemuel Randolph**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **City of Arlington**, a municipal corporation of Tarrant County, Texas, and as the Parks and Recreation Director thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2014.

_____ _____

My Commission Expires Notary Public In and For
The State of Texas

_____

Notary's Printed Name

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

Victor W. Baxter, RLA
Joseph E. Bradley, PE
D. Bryant Caswell, PE
Kristi K. Chavarria
Kelly A. Davis, PE
J. Spencer Freeman, RLA
Delbert W. Hirst, RLA
Sanford P. LaHue, Jr., PE
Robert M. Otey, PE
Henry L. Parker, RLA
Jeff S. Puskos, Jr., PE
Christian Schnitger, PE
Larry Stone, PE
Janna L. Tidwell, RLA, LEED AP
James R. Williams, RLA
Craig M. Wilson, PE
Clint T. Wofford, RLA

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

June 17, 2014

Alicia Winkelblech
Planning Manager
City of Arlington Community Development and Planning
101 W. Abram Street
Arlington, TX 76013

RE: Arlington Gateway Monument Sign
Contract Modification

Ms. Winkelblech

Per your direction, SRA is providing a fee proposal to amend our contract with the City of Arlington to include (4) Type A Entertainment District Signs (one in City R.O.W. and three in TXDOT R.O.W.) and (2) Type B Entertainment District signs (both in City R.O.W.). SRA has been provided with current non site specific construction documents for both the Type A and Type B signs. We have been made aware that cad files for these drawings will not be available. SRA's scope for the contract modification will include the following items:

- Utilize the Location Plan in the Entertainment District Document to submit a sign location request package to TXDOT. SRA would provide additional more specific site information to supplement the general plan such as a site layout, dimensions & photos of the site.
- Acquire geotechnical information for each sign location
- Acquire a site survey for each sign location
- Modify existing entertainment district monument sign drawings to comply with City & TXDOT standards. The Type A sign exceeds 20' and TXDOT Standards limit height and width of monument signs to 20'
- Modify existing entertainment district monument sign drawings to reflect the new City of Arlington logo.
- Create the following construction document plans for each location:
    - Existing Conditions & Removal
    - Site Layout
    - Grading
    - Planting
    - Site Details
    - Irrigation
    - Irrigation Details
    - Electrical Details
    - Electrical Details

1161 Corporate Drive West, Suite 200 Arlington, TX 76006 • 817.649.3216 • Metro: 817.640.8212 • Fax: 817.649.7645 • SRADESIGN.COM

- Modify or provide additional information for both the medium and small monument signs that would include:
  - Design Structural Footings
  - Provide additional dimensions for sign elements
  - Provide additional details for sign elements

Additional Compensation for these tasks would be:

A. Part I – Basic Professional Services (Non-TXDOT; 1 Type A, 2 Type B):
Will be modified to include:

1. Schematic Design	$ 1,800.00
2. Construction Documents	$ 24,750.00
Subtotal Basic Professional Services	**$ 26,550.00**

B. Part II – Subconsultant (Non-TXDOT)

1. Topographic Survey, 3 locations	$ 7,250.00
2. Metes and Bounds exhibits, 3 locations (as needed)	$ 3,000.00
3. Irrigation Design, 3 locations	$ 1,750.00
4. Structural Engineer (1 Type A, 2 Type B Signs)	$ 2,000.00
5. Geotechnical Investigation, (1 location, Type B Signs do not require)	$ 4,000.00
6. Electrical Engineering, (1 Type A, 2 Type B Signs)	$ 15,720.00
Subtotal Subconsultant Fees	**$ 33,720.00**

C. Part III – Basic Professional Services for signs (3 Type A) in TXDOT ROW (Services to be performed only after written consent by City):
Will be modified to include:

1. Schematic Design	$ 1,800.00
2. Construction Documents	$ 10,850.00
Subtotal Basic Professional Services for signs in TXDOT ROW	**$ 12,650.00**

D. Part IV – Subconsultant for signs in TXDOT ROW (Services to be performed only after written consent by City):

1. Topographic Survey, 3 locations	$ 6,610.00
2. Metes and Bounds exhibits, 3 locations (as needed)	$ 2,900.00
3. Irrigation Design, 3 locations	$ 1,750.00
4. Structural Engineer (3 Type A Signs)	$ 500.00
5. Geotechnical Investigation, (3 locations, Type B Signs do not require)	$ 1,700.00
6. Electrical Engineering, (3 Type A Signs)	$ 7,200.00
Subtotal Subconsultant Fees for signs in TXDOT ROW	**$ 20,660.00**

Total Additional Services for signs not in TXDOT ROW	**$ 60,270.00**
Total Additional Services for signs in TXDOT ROW	$ 33,310.00
Total	$ 93,580.00

Sincerely,

SCHRICKEL, ROLLINS AND ASSOCIATES, INC.

Victor W. Baxter
President

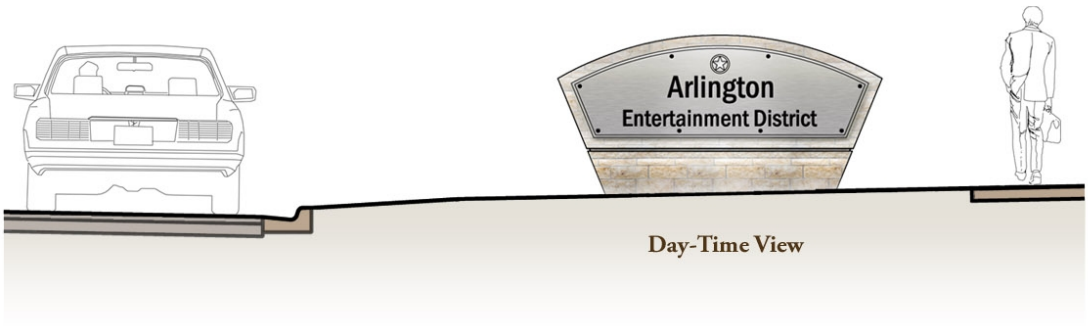
Design Concepts

Day-Time View

Night-Time View

Gateway Entrance Monument Level A
Not To Scale

DESIGN INTENT ONLY DRAWINGS
NOT FOR CONSTRUCTION



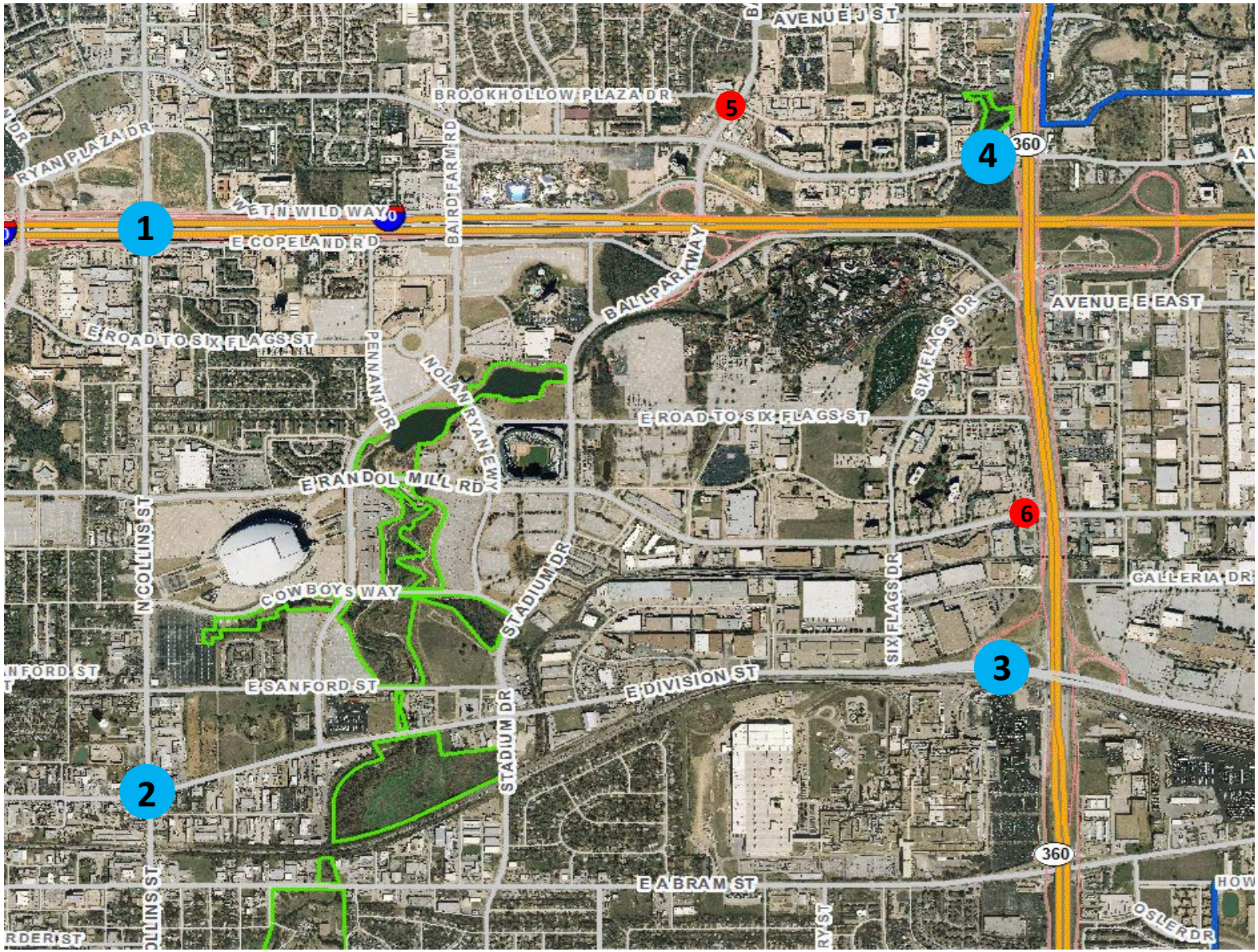
Day-Time View

Night-Time View

Gateway Entrance Monument Level B
Not To Scale

DESIGN INTENT ONLY DRAWINGS
NOT FOR CONSTRUCTION

Entertainment District Gateway Monuments
Proposed Location Map



Level A location

Level B location

North

Staff Report

Annual Requirements Contract for Tree Trimming Services, Bid Project 14-0137	
City Council Meeting Date: 6-24-14	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to execute an annual requirements contract for tree trimming services with Arbor Master Service, Inc. in the estimated amount of $316,725.

PRIOR BOARD OR COUNCIL ACTION

None.

ANALYSIS

This contract is for tree removal and pruning services at City parks, golf courses, and on medians and rights-of-way. The contract also provides for hazardous tree removal and traffic clearance as directed by the Urban Forestry Land Manager. These services will be provided on an as-needed basis.

Bid closed:	2:00 p.m., May 1, 2014
Vendors notified through DemandStar:	132
Vendors notified through the Supplier Portal:	125
Bids received:	3
Original contract term:	One year/four one-year renewal options
Current term:	June 1, 2014 – May 31, 2015

VENDOR	Operational Plan/ References	Price	Total Points	MWBE
Arbor Masters Tree Service, Inc. Grapevine, Texas	**51.46**	**36.24**	**87.71**	**No**
Horton Tree Service Kennedale, Texas	**45.71**	**40.00**	**85.72**	**No**
The Davey Tree Expert Company Richardson, Texas	**10.66**	**34.74**	**45.41**	**No**

An evaluation team comprised of City staff evaluated and scored all responsive bid submittals based on best value criteria regarding the vendor's operational plan (60 points) and cost (40 points).

FINANCIAL IMPACT

In accordance with Local Government Code 252.043, the bid was awarded based on best value criteria. Upon completion of the evaluation process by the Parks & Recreation Department, Arbor Master Tree Service, Inc. of Grapevine, Texas presented the best value contract for the City in the total estimated amount of $316,725. The contract term is for one year and will be reviewed annually to determine subsequent renewal terms. The projected financial impact for this contract term is as follows:

FY 2014	FY 2015	FY 2016
$105,575	$211,150	$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

STAFF CONTACT(S)

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

Staff Report

Two-Year Requirements Contract for Local and Long Distance Telephone and Internet Services, Bid Project 14-0169	
City Council Meeting Date: 6-24-14	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to execute a two-year requirements contract for local and long distance telephone and internet services with the Department of Information Services (DIR) through the State of Texas Cooperative Purchasing Program in the estimated amount of $454,500.

PRIOR BOARD OR COUNCIL ACTION

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

ANALYSIS

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

Contract term: August 1, 2014 through July 31, 2016

FINANCIAL IMPACT

Utilizing this contract through the State of Texas Cooperative Purchasing Program provides the best value for the City. DIR of Austin, Texas will provide local and long distance telephone services and internet services for an estimated amount of $454,500. The project financial impact for this contract term is:

FY 2014	FY 2015	FY 2016
$37,875	$227,250	$189,375

Funds are budgeted various departmental accounts and subject to future budgeting requirements.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

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Staff Report

Annual Requirements Contract for the Purchase of Computer Equipment and Related Services, Bid Project 14-0125	
City Council Meeting Date: 6-24-14	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to execute an annual requirements contract for the purchase of computer equipment and related services, including but not limited, to computer hardware, servers, storage, networking equipment, and maintenance for improvements to the City's existing IT environment through the State of Texas Department of Information Resources (DIR), which is part of the State of Texas Cooperative Purchasing Program, in an estimated amount of $2,350,000.

PRIOR BOARD OR COUNCIL ACTION

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

ANALYSIS

This contract is for the purchase of computer equipment and related services for the implementation of Information Technology (IT) Strategic Plan projects and for the IT Enterprise Program such as Disaster Recovery, Police Records Management, Incode, Windows Server 2003 Migration, etc. The purchase includes, but is not limited to, computer hardware, servers, storage, networking equipment, maintenance and installation. The new equipment will replace outdated and/or aging desktop equipment and provide additional equipment for new programs or facilities. The amount reflects no increase from the previous year.

The computer equipment will provide continuous improvements to the City's existing desktop, server and network environment and will fund upcoming projects including storage hardware replacement, disaster recovery data center equipment, as well as grant funded public safety projects pending FY2015 budget approval.

FINANCIAL IMPACT

Utilizing these contracts through the State of Texas Cooperative Purchasing Program, the City of Arlington will be able to purchase equipment and related services through the State of Texas Department of Information Resources in an estimated amount of $2,350,000 over the term of the contract. The projected financial impact for this contract term is as follows:

FY 2014	FY 2015	FY 2016
$587,500	$1,762,500	$0

Funds are budgeted in various departmental accounts.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

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Staff Report

Annual Requirements Contract for the Purchase of Software for Desktop and Network Operations, Bid Project 14-0126	
City Council Meeting Date: 6-24-14	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to execute an annual requirements contract for the purchase of software and other services including maintenance, services related to maintenance and advice for desktop and network operations through the State of Texas Department of Information Resources (DIR), which is part of the State of Texas Cooperative Purchasing Program in the estimated amount of $1,000,500.

PRIOR BOARD OR COUNCIL ACTION

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

ANALYSIS

Software is purchased throughout the year and is subject to operational needs. Annual software needs are assessed in three categories.

Category	Software Needs
1	Maintenance agreements and continuation of licensure for installed software (previously installed packages (Microsoft (MS) Office Professional Suite, MS Windows 7, MS Windows Server, Project, Visio, etc.).
2	Implementation and maintenance of approved Information Technology Strategic Plan Projects or to meet enterprise needs (i.e., antivirus software, enterprise backup software, agenda management and records software, Public Safety software, e-Discovery, Project Portfolio Management, etc.).
3	Purchase of software by departments throughout the year to address specific business needs (i.e. Adobe Acrobat, Photoshop, Crystal Reports, etc.).

The table below comparatively illustrates the current annual contract's total expenditures for the period of July 2013 through June 2014, and the anticipated total expenditures for the period of July 2014 through June 2015.

Category	July 2013 – June 2014 (Current Authorization)	July 1, 2014 – June 30, 2015 (Proposed Authorization)
1	$110,000	$110,000
2	$850,000	$766,000
3	$125,500	$124,500
Totals	**$1,085,500**	**$1,000,500**

FINANCIAL IMPACT

Utilizing the contracts through the State of Texas Cooperative Purchasing Program was determined to be the most cost-effective method of obtaining software. The City of Arlington will be able to purchase the software and other services in the estimated amount of $1,000,500. The projected financial impact for this contract term is as follows:

FY 2014	FY 2015	FY 2016
$250,125	$750,375	$0

Funds are budgeted in various departmental accounts.

ADDITIONAL INFORMATION

Attached:	Anticipated Software Expenditures
Under separate cover:	None
Available in the Purchasing Division:	None
MWBE:	No

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Attachment I
Anticipated Software Expenditures from
July 1, 2014 through June 30, 2015

Purpose

This document describes the anticipated software expenditures from July 1, 2014 through June 30, 2015.

Discussion

Following is a list of anticipated software licensing/maintenance purchases:

Category 1

Microsoft Enterprise Agreement add-ons and additional licenses for Microsoft products that are not on the Enterprise Agreement	$110,000

Category 2

Project Portfolio Management	$50,000
Laserfiche	$20,000
Altiris Maintenance – asset management & system admin	$50,000
Various Public Safety Software for CAD/RMS/MDC	$200,000
McAfee Anti-Virus Software and Maintenance	$35,000
Oracle Maintenance - database maintenance	$6,000
Websense Maintenance - Web Content Filtering	$35,000
CommVault – Network backup and recovery software	$110,000
Enterprise Vault (archive email)	$35,000
Discovery Accelerator (e-Discovery	$35,000
Magic – work order management software	$50,000
AutoCAD	$15,000
IronPort – Email Security & filtering	$50,000
Citrix	$15,000
Orion Network Monitoring	$35,000
SSL Certificates	$25,000

Category 3

Miscellaneous Software	$124,500
Adobe Products, including: Acrobat, InDesign, Photoshop, etc.	
Camtasia Video editing	
Corel Draw	
Crystal Reports	
Total	**$1,000,500**

Staff Report

Purchase of a Crane Truck, Bid Project 14-0174	
City Council Meeting Date: 6-24-14	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to approve the purchase of a crane truck from Chastang Ford, through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program in the estimated amount of $97,737.

PRIOR BOARD OR COUNCIL ACTION

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

ANALYSIS

This purchase is for a 2015 Ford F-650 crane truck for Water Utilities. The truck will replace an existing unit that has been in service since 1992, and has reached the end of its useful service life. The truck will be used to perform scheduled maintenance and repairs to water and sewer pumps and motors at the treatment plants and sewer lift stations. The truck will also be available for use by the entire Water Utilities Department to make repairs to water and sewer infrastructure, to expedite the return of water and sewer services to usable condition in the shortest timeframe possible.

The City's fleet management contract defines replacement parameters (age and usage) for every vehicle in the fleet. The City risks increased annual maintenance cost under the contract with G4S Integrated Fleet Services, if aged fleet is not replaced. All new vehicles meet the most current U.S. EPA's Emission standards for pollutant emissions for both gasoline and diesel engines.

FINANCIAL IMPACT

Chastang Ford of Houston, Texas, is under contract with the H-GAC and will provide the crane truck in the estimated amount of $97,737. The truck is a one-time purchase and will replace an existing unit; therefore, no additional maintenance or fuel costs will be incurred.

FY 2014	FY 2015	FY 2016
$97,737	$0	$0

Funds are budgeted in Water Utilities Fleet Replacement Account No. 600101-68200.

ADDITIONAL INFORMATION

Attachments:	None
Under separate cover:	None
Available in the Purchasing Division:	Bid file
MWBE:	Hispanic

STAFF CONTACT(S)

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Staff Report

Upgrade of the Building Automation Control System for the Water South Service Center, Bid Project 14-0166	
City Council Meeting Date: 6-24-14	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to approve the purchase of an upgrade of the Building Automation Control System at the Water South Service Center with Schneider Electric Buildings Americas, Inc. through the Interlocal Purchasing System TIPS/TAPS (Region VII Education Service Center) in the estimated amount of $107,671.

PRIOR BOARD OR COUNCIL ACTION

On June 28, 2011, City Council approved Resolution 11-255 authorizing the execution of an interlocal agreement with the Region VII Education Service Center for Cooperative Purchasing with the Interlocal Purchasing System TIPS/TAPS relative to procurement of goods and services from vendors under current and future contracts.

ANALYSIS

This purchase is for an upgrade of the existing Building Automation Control System at the Water Department South Service Center located at 1100 S.W. Green Oaks Blvd. The existing unit was installed during building construction in 1990, and is no longer supported by the manufacturer. The upgrade will allow the building's HVAC to be programmed and operated in an energy efficient manner and will reduce the heating and cooling cost of the facility.

FINANCIAL IMPACT

After investigating a number of alternatives, TIPS/TAPS was determined to be the most cost-effective method for obtaining the upgrade. Currently, Schneider Electric Buildings Americas, Inc. of Carrollton, Texas, is under contract through TIPS/TAPS and will upgrade the Building Automation Control System for the estimated amount of $107,671. This is a one-time purchase; therefore, no financial impact is anticipated in future fiscal years directly related to this purchase.

FY 2014	FY 2015	FY 2016
$107,671	$0	$0

Funds are budgeted in Water Utilities Bond Account No. 658502-18083205-68303.

ADDITIONAL INFORMATION

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

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Staff Report

Construction Contract for Center Street Rebuild (Arkansas Lane to Nottinghill Gate Street); Project No. PWST10021	
City Council Meeting Date: 6/24/2014	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the execution of a construction contract with RKM Utility Services, Inc., of Dallas, Texas, for the Center Street (Arkansas Lane to Nottinghill Gate) project in the amount of $4,387,704.05. This contract includes a maximum bonus of $110,000, for a total contract amount not to exceed $4,497,704.05.

PRIOR BOARD OR COUNCIL ACTION

On February 8, 2011, City Council approved Minute Order No. MO02082011-009, authorizing the execution of an Engineering Services Contract with HNTB Corporation of Plano, Texas for the design of the Center Street Rebuild project from Arkansas Lane to Nottinghill Gate in an amount not to exceed $294,052.

On September 13, 2011, City Council approved Minute Order No. MO09132011-021, authorizing the execution of Amendment No. 1 to Engineering Services Contract with HNTB Corporation of Plano, Texas for additional design services on the Center Street Rebuild project in an amount not to exceed $38,587.

On December 6, 2011, City Council approved Minute Order MO12062011-010, authorizing the execution of Amendment No. 2 to Engineering Services Contract with HNTB Corporation of Plano, Texas for additional design services on the Center Street Rebuild project in an amount not to exceed $33,460.

ANALYSIS

This project consists of reconstructing Center Street between Arkansas Lane and Nottinghill Gate as a 4-lane concrete roadway. The construction includes underground drainage, water line improvements, sanitary sewer improvements, communications fiber, streetlights, and sidewalks.

Date of Bid:	May 28, 2014
Number of Bids Received:	7
Number of Bids from Arlington Firms:	0
Bidder Prequalification:	Yes
Engineer's Estimate:	$4,900,000
Range of Bids:	$4,387,704.05 to $5,628,328.00
Low Bid:	$4,387,704.05
Recommended Low Bidder:	RKM Utility Services, Inc., of Dallas, Texas
Contract Scope:	Reconstruct Center Street with related drainage and water and sanitary sewer improvements
Proposed Start Date:	July 2014
Proposed End Date:	October 2015
Contract Time:	440 calendar days
Liquidated Damages for Delay:	$500 per day
Bonus for Early Completion:	$500 per day
Maximum Bonus:	$110,000
Total:	$4,497,704.05

VENDOR	MWBE	TOTAL
RKM Utility Services, Inc. Dallas, Texas	**No**	**$4,387,704.05**
JLB Contracting, LLC Fort Worth, Texas	No	$4,398,421.80
McClendon Construction Company, Inc. Burleson, Texas	No	$4,452,053.70
Tiseo Paving Co. Mesquite, Texas	No	$4,454,642.15
SYB Construction Company, Inc. Irving, Texas	No	$4,752,172.35
Pavecon Public Works, L.P. Grand Prairie, Texas	No	$5,081,839.92
Jackson Construction, Ltd. Fort Worth, Texas	No	$5,628,328.00

This project included one bid alternative for "Green Cement" to promote improved air quality in the North Texas region. City Staff recommends awarding the green cement alternate in the amount of $1.

FINANCIAL IMPACT

Funding is available in the following accounts:

Street Bond Fund Account No. 358504-68153-65380699	$3,320,422.05
Storm Water Utility Fund Account No. 308501-68151-10850199	$150,000.00
Water Bond Fund Account No. 658502-68252-19940205	$598,668.50
Sanitary Sewer Bond Fund Account No. 648502—68250-19940204	$428,613.50

FY 2014	FY 2015	FY 2016
$400,000	$4,097,704.05	$0

A total of $3,465,000 of street bond funds was programmed for construction from the 2008 Bond Election.

ADDITIONAL INFORMATION

Attached:	Bid Tab
	Location Map
	Street Bond Fund Five Year Overview
Under separate cover:	None
Available in the City Secretary's Office:	None

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BID TABULATION REPORT

CENTER STREET (ARKANSAS LANE - NOTTINGHILL GATE)
PROJECT No. PWST10021

BID OPENED : May 28, 2014 at 2:00 p.m.

PAVING IMPROVEMENTS

ITEM	DESCRIPTION	QTY	UNITS	RKM UTILITY SERVICES, INC. Dallas, TX 75229		JLB CONTRACTING, LLC Fort Worth, TX 76124		McCLENDON CONSTRUCTION COMPANY, INC. Burleson TX, 76097		TISEO PAVING COMPANY Mesquite TX, 75150		SYB CONSTRUCTION COMPANY, INC Irving, TX 75061		PAVECON PUBLIC WORKS, L.P. Grand Prairie, TX75050		JACKSON CONSTRUCTION, LTD Fort Worth, TX 76119	
				UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
101	Mobilization & Bonds	1	LS	$150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$150,000.00	$ 150,000.00	$150,000.00	$ 150,000.00	$150,000.00	$ 150,000.00	$150,000.00	$ 150,000.00	$150,000.00	$ 150,000.00
102	Right-of-way Preparation	1	LS	$475,000.00	$ 475,000.00	$ 179,000.00	$ 179,000.00	$210,750.00	$ 210,750.00	$270,000.00	$ 270,000.00	$520,560.00	$ 520,560.00	$299,910.00	$ 299,910.00	$415,000.00	$ 415,000.00
103	Unclassified Roadway Excavation	12,427	CY	$ 14.00	$ 173,978.00	$ 11.37	$ 141,294.99	$ 21.00	$ 260,967.00	$ 10.55	$ 131,104.85	$ 16.60	$ 206,288.20	$ 11.43	$ 142,040.61	$ 24.00	$ 298,248.00
104	Controlled Density Roadway Embankment	240	CY	$ 10.00	$ 2,400.00	$ 5.35	$ 1,284.00	$ 20.00	$ 4,800.00	$ 9.00	$ 2,160.00	$ 40.00	$ 9,600.00	$ 4.67	$ 1,120.80	$ 10.00	$ 2,400.00
105	Hydrated Lime	484	TN	$ 100.00	$ 48,400.00	$ 156.00	$ 75,504.00	$ 145.00	$ 70,180.00	$ 157.00	$ 75,988.00	$ 159.00	$ 76,956.00	$ 154.47	$ 74,763.48	$ 185.00	$ 89,540.00
106	Portland Cement	415	TN	$ 100.00	$ 41,500.00	$ 121.00	$ 50,215.00	$ 185.00	$ 76,775.00	$ 190.00	$ 78,850.00	$ 192.00	$ 79,680.00	$ 188.74	$ 78,327.10	$ 230.00	$ 95,450.00
107	Lime Stabilized Subgrade	23,064	SY	$ 4.50	$ 103,788.00	$ 1.33	$ 30,675.12	$ 2.50	$ 57,660.00	$ 4.85	$ 111,860.40	$ 3.15	$ 72,651.60	$ 2.08	$ 47,973.12	$ 3.00	$ 69,192.00
108	Cement Stabilized Subgrade	23,064	SY	$ 4.00	$ 92,256.00	$ 1.49	$ 34,365.36	$ 2.70	$ 62,272.80	$ 4.85	$ 111,860.40	$ 3.95	$ 91,102.80	$ 3.97	$ 91,564.08	$ 6.00	$ 138,384.00
109	9-inch Reinf. Conc. Pavement with 6-inch Monolithic Curb	21,757	SY	$ 44.15	$ 960,571.55	$ 49.13	$ 1,068,921.41	$ 41.00	$ 892,037.00	$ 42.95	$ 934,463.15	$ 47.75	$ 1,038,896.75	$ 50.04	$ 1,088,720.28	$ 58.50	$ 1,272,784.50
110	9-inch Reinf. Conc. Pavement (joint/panel replacement) with Curbs	836	SY	$ 51.00	$ 42,636.00	$ 54.50	$ 45,562.00	$ 69.00	$ 57,684.00	$ 110.00	$ 91,960.00	$ 77.10	$ 64,455.60	$ 105.31	$ 88,039.16	$ 92.00	$ 76,912.00
111	5-inch Type "B" HMAC for Transitions	459	SY	$ 29.00	$ 13,311.00	$ 33.90	$ 15,560.10	$ 35.00	$ 16,065.00	$ 35.00	$ 16,065.00	$ 56.95	$ 26,140.05	$ 38.81	$ 17,813.79	$ 42.00	$ 19,278.00
112	2-inch Type "D" HMAC for Transitions	459	SY	$ 13.00	$ 5,967.00	$ 14.82	$ 6,802.38	$ 30.50	$ 13,999.50	$ 38.15	$ 17,510.85	$ 23.40	$ 10,740.60	$ 19.55	$ 8,973.45	$ 41.00	$ 18,819.00
113	Conc. Street Header (Thickened Edge)	295	LF	$ 13.00	$ 3,835.00	$ 8.80	$ 2,596.00	$ 13.00	$ 3,835.00	$ 10.00	$ 2,950.00	$ 17.00	$ 5,015.00	$ 6.50	$ 1,917.50	$ 14.00	$ 4,130.00
114	6-inch Reinf. Conc. Drive Approach	1,763	SY	$ 36.60	$ 64,525.80	$ 53.24	$ 93,862.12	$ 54.00	$ 95,202.00	$ 41.25	$ 72,723.75	$ 50.00	$ 88,150.00	$ 46.22	$ 81,485.86	$ 75.00	$ 132,225.00
115	4-inch Thick Conc. Sidewalk	3,571	SY	$ 30.40	$ 108,558.40	$ 37.12	$ 132,555.52	$ 35.00	$ 124,985.00	$ 35.25	$ 125,877.75	$ 35.50	$ 126,770.50	$ 37.32	$ 133,269.72	$ 48.00	$ 171,408.00
116	Separate Conc. Curb & Gutter	190	LF	$ 30.00	$ 5,700.00	$ 32.00	$ 6,080.00	$ 21.00	$ 3,990.00	$ 25.00	$ 4,750.00	$ 37.00	$ 7,030.00	$ 34.95	$ 6,640.50	$ 50.00	$ 9,500.00
117	TxDOT Pedestrian Ramp	42	EA	$ 1,300.00	$ 54,600.00	$ 752.00	$ 31,584.00	$ 950.00	$ 39,900.00	$ 950.00	$ 39,900.00	$ 1,300.00	$ 54,600.00	$ 977.11	$ 41,038.62	$ 950.00	$ 39,900.00
118	Conc. Curb Wall for Sidewalk	680	LF	$ 5.00	$ 3,400.00	$ 4.60	$ 3,128.00	$ 9.00	$ 6,120.00	$ 20.00	$ 13,600.00	$ 7.00	$ 4,760.00	$ 4.97	$ 3,379.60	$ 10.00	$ 6,800.00
119	Structural Conc. Retaining Wall	10	CY	$ 825.00	$ 8,250.00	$ 803.00	$ 8,030.00	$ 995.00	$ 9,950.00	$ 700.00	$ 7,000.00	$ 905.00	$ 9,050.00	$ 950.00	$ 9,500.00	$ 900.00	$ 9,000.00
120	SWPPP	1	LS	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00
121	Construction Contingency	1	LS	$150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$150,000.00	$ 150,000.00	$150,000.00	$ 150,000.00	$150,000.00	$ 150,000.00	$150,000.00	$ 150,000.00	$150,000.00	$ 150,000.00
122	Crushed Rock	945	TN	$ 27.00	$ 25,515.00	$ 18.65	$ 17,624.25	$ 15.50	$ 14,647.50	$ 20.00	$ 18,900.00	$ 30.00	$ 28,350.00	$ 35.87	$ 33,897.15	$ 25.00	$ 23,625.00
123	Berntsen Top Security Rod Monuments	2	EA	$ 500.00	$ 1,000.00	$ 3,745.00	$ 7,490.00	$ 1,200.00	$ 2,400.00	$ 4,500.00	$ 9,000.00	$ 4,700.00	$ 9,400.00	$ 3,300.00	$ 6,600.00	$ 4,000.00	$ 8,000.00
124	Remove and Relocate Mailbox (Rock or Masonry)	2	EA	$ 800.00	$ 1,600.00	$ 965.00	$ 1,930.00	$ 1,200.00	$ 2,400.00	$ 1,200.00	$ 2,400.00	$ 920.00	$ 1,840.00	$ 1,430.00	$ 2,860.00	$ 1,200.00	$ 2,400.00
125	Tree Removal (6-inch to 12-inch)	4	EA	$ 200.00	$ 800.00	$ 535.00	$ 2,140.00	$ 400.00	$ 1,600.00	$ 600.00	$ 2,400.00	$ 700.00	$ 2,800.00	$ 315.00	$ 1,260.00	$ 900.00	$ 3,600.00
126	Tree Removal (13-inch to 24-inch)	3	EA	$ 600.00	$ 1,800.00	$ 800.00	$ 2,400.00	$ 975.00	$ 2,925.00	$ 700.00	$ 2,100.00	$ 950.00	$ 2,850.00	$ 975.00	$ 2,925.00	$ 1,400.00	$ 4,200.00
127	Tree Removal (25-inch to 36-inch)	1	EA	$ 1,375.00	$ 1,375.00	$ 1,070.00	$ 1,070.00	$ 1,950.00	$ 1,950.00	$ 1,600.00	$ 1,600.00	$ 1,800.00	$ 1,800.00	$ 2,002.00	$ 2,002.00	$ 2,000.00	$ 2,000.00
128	Buffalo Grass Sod	11,229	SY	$ 5.00	$ 56,145.00	$ 4.77	$ 53,562.33	$ 4.50	$ 50,530.50	$ 8.80	$ 98,815.20	$ 5.95	$ 66,812.55	$ 6.29	$ 70,630.41	$ 7.00	$ 78,603.00
129	Hydromulch Seed	100	SY	$ 8.00	$ 800.00	$ 4.77	$ 477.00	$ 4.50	$ 450.00	$ 11.50	$ 1,150.00	$ 2.50	$ 250.00	$ 9.03	$ 903.00	$ 8.00	$ 800.00
130	9-inch High Early Strength Reinf, Conc, Pavement	836	SY	$ 21.50	$ 17,974.00	$ 6.10	$ 5,099.60	$ 5.00	$ 4,180.00	$ 20.00	$ 16,720.00	$ 11.50	$ 9,614.00	$ 6.29	$ 5,258.44	$ 9.00	$ 7,524.00
131	6-inch Type "B" HMAC for Temporary Access	100	TN	$ 35.00	$ 16,065.00	$ 137.00	$ 13,700.00	$ 76.00	$ 7,600.00	$ 150.00	$ 15,000.00	$ 120.00	$ 12,000.00	$ 146.55	$ 14,655.00	$ 200.00	$ 20,000.00
	SUBTOTAL PAVING IMPROVEMENTS:				**$ 2,706,750.75**		**$ 2,407,513.18**		**$ 2,470,855.30**		**$ 2,651,709.35**		**$ 3,003,163.65**		**$ 2,732,468.67**		**$ 3,394,722.50**

PAVEMENT MARKINGS

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
201	Remove and Relocate Sign Assembly	16	EA	$ 600.00	$ 9,600.00	$ 375.00	$ 6,000.00	$ 400.00	$ 6,400.00	$ 385.00	$ 6,160.00	$ 600.00	$ 9,600.00	$ 610.50	$ 9,768.00	$ 700.00	$ 11,200.00
202	Remove and Relocate Sign Assembly on new support	1	EA	$ 600.00	$ 600.00	$ 375.00	$ 375.00	$ 400.00	$ 400.00	$ 385.00	$ 385.00	$ 600.00	$ 600.00	$ 610.50	$ 610.50	$ 750.00	$ 750.00

BID TABULATION REPORT

CENTER STREET (ARKANSAS LANE - NOTTINGHILL GATE)
PROJECT No. PWST10021

BID OPENED : May 28, 2014 at 2:00 p.m.

				RKM UTILITY SERVICES, INC. Dallas, TX 75229		JLB CONTRACTING, LLC Fort Worth, TX 76124		McCLENDON CONSTRUCTION COMPANY, INC. Burleson TX, 76097		TISEO PAVING COMPANY Mesquite TX, 75150		SYB CONSTRUCTION COMPANY, INC Irving, TX 75061		PAVECON PUBLIC WORKS, L.P. Grand Prairie, TX75050		JACKSON CONSTRUCTION, LTD Fort Worth, TX 76119	
203	4-inch White Broken Type 1 Thermoplastic Stripe	2,185	LF	$ 1.20	$ 2,622.00	$ 0.80	$ 1,748.00	$ 1.00	$ 2,185.00	$ 0.85	$ 1,857.25	$ 2.20	$ 4,807.00	$ 1.11	$ 2,425.35	$ 1.25	$ 2,731.25
204	4-inch Continuous Yellow Type 1 Thermoplastic Stripe	8,024	LF	$ 1.25	$ 10,030.00	$ 0.80	$ 6,419.20	$ 0.70	$ 5,616.80	$ 0.85	$ 6,820.40	$ 2.20	$ 17,652.80	$ 1.11	$ 8,906.64	$ 1.25	$ 10,030.00
205	12-inch Continuous White Type 1 Thermoplastic Stripe	88	LF	$ 5.00	$ 440.00	$ 4.30	$ 378.40	$ 2.70	$ 237.60	$ 4.50	$ 396.00	$ 4.40	$ 387.20	$ 4.44	$ 390.72	$ 5.00	$ 440.00
206	24-inch Type I Thermoplastic Street Intersection Stop Bar	264	LF	$ 7.00	$ 1,848.00	$ 8.55	$ 2,257.20	$ 4.80	$ 1,267.20	$ 9.00	$ 2,376.00	$ 6.60	$ 1,742.40	$ 6.66	$ 1,758.24	$ 8.00	$ 2,112.00
207	8-inch Continuous White Type 1 Thermoplastic (Crosswalk)	248	LF	$ 2.00	$ 496.00	$ 1.60	$ 396.80	$ 1.50	$ 372.00	$ 2.00	$ 496.00	$ 2.00	$ 496.00	$ 2.00	$ 496.00	$ 2.00	$ 496.00
208	Reflectorized Raised Pavement Markers	602	EA	$ 4.00	$ 2,408.00	$ 4.00	$ 2,408.00	$ 4.50	$ 2,709.00	$ 4.50	$ 2,709.00	$ 3.60	$ 2,167.20	$ 3.61	$ 2,173.22	$ 4.00	$ 2,408.00
209	Bicycle Route Sign (R4-11)	7	EA	$ 550.00	$ 3,850.00	$ 375.00	$ 2,625.00	$ 400.00	$ 2,800.00	$ 385.00	$ 2,695.00	$ 535.00	$ 3,745.00	$ 538.35	$ 3,768.45	$ 600.00	$ 4,200.00
	SUBTOTAL TRAFFIC SIGNS & PAVEMENT MARKINGS:				**$ 31,894.00**		**$ 22,607.60**		**$ 21,987.60**		**$ 23,894.65**		**$ 41,197.60**		**$ 30,297.12**		**$ 34,367.25**

DRAINAGE IMPROVEMENTS

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
301	18-inch RCP Class III	370	LF	$ 54.00	$ 19,980.00	$ 72.00	$ 26,640.00	$ 75.00	$ 27,750.00	$ 83.00	$ 30,710.00	$ 58.00	$ 21,460.00	$ 70.86	$ 26,218.20	$ 60.00	$ 22,200.00
302	21-inch RCP Class III	173	LF	$ 59.00	$ 10,207.00	$ 75.00	$ 12,975.00	$ 78.00	$ 13,494.00	$ 88.00	$ 15,224.00	$ 64.00	$ 11,072.00	$ 77.11	$ 13,340.03	$ 65.00	$ 11,245.00
303	24-inch RCP Class III	478	LF	$ 64.00	$ 30,592.00	$ 77.00	$ 36,806.00	$ 80.00	$ 38,240.00	$ 93.00	$ 44,454.00	$ 69.00	$ 32,982.00	$ 84.41	$ 40,347.98	$ 72.00	$ 34,416.00
304	27-inch RCP Class III	14	LF	$ 71.00	$ 994.00	$ 84.00	$ 1,176.00	$ 86.00	$ 1,204.00	$ 98.00	$ 1,372.00	$ 161.00	$ 2,254.00	$ 91.70	$ 1,283.80	$ 82.00	$ 1,148.00
305	30-inch RCP Class III	90	LF	$ 77.00	$ 6,930.00	$ 90.00	$ 8,100.00	$ 92.00	$ 8,280.00	$ 105.00	$ 9,450.00	$ 83.00	$ 7,470.00	$ 100.04	$ 9,003.60	$ 89.00	$ 8,010.00
306	36-inch RCP Class III	1869	LF	$ 95.00	$ 177,555.00	$ 94.00	$ 175,686.00	$ 98.00	$ 183,162.00	$ 130.00	$ 242,970.00	$ 94.00	$ 175,686.00	$ 127.13	$ 237,605.97	$ 100.00	$ 186,900.00
307	24-inch RCP Class IV	70	LF	$ 80.00	$ 5,600.00	$ 91.00	$ 6,370.00	$ 92.00	$ 6,440.00	$ 93.00	$ 6,510.00	$ 75.00	$ 5,250.00	$ 90.66	$ 6,346.20	$ 80.00	$ 5,600.00
308	48-inch RCP Class IV	138	LF	$ 210.00	$ 28,980.00	$ 190.00	$ 26,220.00	$ 188.00	$ 25,944.00	$ 190.00	$ 26,220.00	$ 217.00	$ 29,946.00	$ 225.08	$ 31,061.04	$ 200.00	$ 27,600.00
309	10-feet Standard Curb Inlet	8	EA	$ 2,925.00	$ 23,400.00	$ 4,495.00	$ 35,960.00	$ 4,350.00	$ 34,800.00	$ 2,600.00	$ 20,800.00	$ 3,750.00	$ 30,000.00	$ 2,917.60	$ 23,340.80	$ 3,900.00	$ 31,200.00
310	10-feet Recessed Curb Inlet	8	EA	$ 2,950.00	$ 23,600.00	$ 4,710.00	$ 37,680.00	$ 4,550.00	$ 36,400.00	$ 2,800.00	$ 22,400.00	$ 3,750.00	$ 30,000.00	$ 3,126.00	$ 25,008.00	$ 4,000.00	$ 32,000.00
311	20-feet Recessed Curb Inlet	6	EA	$ 4,550.00	$ 27,300.00	$ 6,420.00	$ 38,520.00	$ 6,250.00	$ 37,500.00	$ 4,700.00	$ 28,200.00	$ 5,720.00	$ 34,320.00	$ 6,043.60	$ 36,261.60	$ 7,700.00	$ 46,200.00
312	Type 2 Curb Inlet	1	EA	$ 4,000.00	$ 4,000.00	$ 6,000.00	$ 6,000.00	$ 5,850.00	$ 5,850.00	$ 3,200.00	$ 3,200.00	$ 6,400.00	$ 6,400.00	$ 11,826.70	$ 11,826.70	$ 4,800.00	$ 4,800.00
313	4-feet x 4-feet Drop Inlet	1	EA	$ 4,400.00	$ 4,400.00	$ 5,135.00	$ 5,135.00	$ 5,050.00	$ 5,050.00	$ 3,800.00	$ 3,800.00	$ 3,200.00	$ 3,200.00	$ 4,793.20	$ 4,793.20	$ 6,800.00	$ 6,800.00
314	4-feet x 4-feet Storm Drain Junction Box	2	EA	$ 4,450.00	$ 8,900.00	$ 4,925.00	$ 9,850.00	$ 4,850.00	$ 9,700.00	$ 2,800.00	$ 5,600.00	$ 4,100.00	$ 8,200.00	$ 3,699.10	$ 7,398.20	$ 4,200.00	$ 8,400.00
315	5-feet x 5-feet Storm Drain Junction Box,	8	EA	$ 5,150.00	$ 41,200.00	$ 5,780.00	$ 46,240.00	$ 5,700.00	$ 45,600.00	$ 4,000.00	$ 32,000.00	$ 5,600.00	$ 44,800.00	$ 3,907.50	$ 31,260.00	$ 5,400.00	$ 43,200.00
316	6-feet x 6-feet Storm Drain Junction Box	1	EA	$ 5,850.00	$ 5,850.00	$ 7,500.00	$ 7,500.00	$ 7,450.00	$ 7,450.00	$ 6,200.00	$ 6,200.00	$ 7,050.00	$ 7,050.00	$ 5,470.50	$ 5,470.50	$ 7,000.00	$ 7,000.00
317	24-inch RCP Class III, including removal of existing pipe	8	LF	$ 90.00	$ 720.00	$ 94.00	$ 752.00	$ 98.00	$ 784.00	$ 150.00	$ 1,200.00	$ 216.00	$ 1,728.00	$ 112.54	$ 900.32	$ 100.00	$ 800.00
318	30-inch RCP Class III, including removal of existing pipe	40	LF	$ 98.00	$ 3,920.00	$ 113.00	$ 4,520.00	$ 125.00	$ 5,000.00	$ 150.00	$ 6,000.00	$ 279.00	$ 11,160.00	$ 128.17	$ 5,126.80	$ 105.00	$ 4,200.00
319	48-inch RCP Class III, including removal of existing pipe	8	LF	$ 155.00	$ 1,240.00	$ 235.00	$ 1,880.00	$ 240.00	$ 1,920.00	$ 210.00	$ 1,680.00	$ 462.00	$ 3,696.00	$ 403.26	$ 3,226.08	$ 195.00	$ 1,560.00
320	Storm Drain Pipe Joint Repair	2	EA	$ 1,350.00	$ 2,700.00	$ 1,285.00	$ 2,570.00	$ 1,300.00	$ 2,600.00	$ 1,600.00	$ 3,200.00	$ 1,300.00	$ 2,600.00	$ 3,334.40	$ 6,668.80	$ 650.00	$ 1,300.00
321	Connect Proposed RCP or Junction Box to Existing RCP	12	EA	$ 750.00	$ 9,000.00	$ 856.00	$ 10,272.00	$ 850.00	$ 10,200.00	$ 1,100.00	$ 13,200.00	$ 300.00	$ 3,600.00	$ 781.50	$ 9,378.00	$ 1,000.00	$ 12,000.00
322	New Storm Drain Manhole Rings and Lids	2	EA	$ 1,000.00	$ 2,000.00	$ 5,885.00	$ 11,770.00	$ 5,650.00	$ 11,300.00	$ 1,600.00	$ 3,200.00	$ 950.00	$ 1,900.00	$ 1,667.20	$ 3,334.40	$ 2,000.00	$ 4,000.00
323	Galvanized Gabions with PVC Coating	30	CY	$ 575.00	$ 17,250.00	$ 300.00	$ 9,000.00	$ 400.00	$ 12,000.00	$ 280.00	$ 8,400.00	$ 590.00	$ 17,700.00	$ 291.76	$ 8,752.80	$ 400.00	$ 12,000.00
324	Gabions to Conc. Connection	15	LF	$ 65.00	$ 975.00	$ 38.50	$ 577.50	$ 150.00	$ 2,250.00	$ 200.00	$ 3,000.00	$ 75.00	$ 1,125.00	$ 37.52	$ 562.80	$ 100.00	$ 1,500.00
325	4-inch Reinf. Conc. Apron	40	SY	$ 50.00	$ 2,000.00	$ 71.00	$ 2,840.00	$ 70.00	$ 2,800.00	$ 50.00	$ 2,000.00	$ 80.00	$ 3,200.00	$ 135.46	$ 5,418.40	$ 75.00	$ 3,000.00
326	One Half of a TxDOT CH-PW-0 Headwall	1	EA	$ 7,250.00	$ 7,250.00	$ 8,560.00	$ 8,560.00	$ 8,500.00	$ 8,500.00	$ 5,100.00	$ 5,100.00	$ 4,840.00	$ 4,840.00	$ 7,502.40	$ 7,502.40	$ 5,000.00	$ 5,000.00
327	Rem./Sal./Store/Reset/Refurbish with FH Silver existing Pipe Fence & Gate	1	LS	$ 2,500.00	$ 2,500.00	$ 4,280.00	$ 4,280.00	$ 4,250.00	$ 4,250.00	$ 4,500.00	$ 4,500.00	$ 500.00	$ 500.00	$ 1,719.30	$ 1,719.30	$ 2,500.00	$ 2,500.00
328	Temporary Pavement Repair	1500	LF	$ 5.00	$ 7,500.00	$ 19.25	$ 28,875.00	$ 18.00	$ 27,000.00	$ 8.25	$ 12,375.00	$ 15.50	$ 23,250.00	$ 38.56	$ 57,840.00	$ 45.00	$ 67,500.00
329	GPS Data on New Stormwater Attributes	1	LS	$ 1,500.00	$ 1,500.00	$ 2,675.00	$ 2,675.00	$ 2,500.00	$ 2,500.00	$ 1,600.00	$ 1,600.00	$ 2,300.00	$ 2,300.00	$ 4,168.00	$ 4,168.00	$ 2,800.00	$ 2,800.00

BID TABULATION REPORT

CENTER STREET (ARKANSAS LANE - NOTTINGHILL GATE)
PROJECT No. PWST10021

BID OPENED : May 28, 2014 at 2:00 p.m.

				RKM UTILITY SERVICES, INC. Dallas, TX 75229		JLB CONTRACTING, LLC Fort Worth, TX 76124		McCLENDON CONSTRUCTION COMPANY, INC. Burleson TX, 76097		TISEO PAVING COMPANY Mesquite TX, 75150		SYB CONSTRUCTION COMPANY, INC Irving, TX 75061		PAVECON PUBLIC WORKS, L.P. Grand Prairie, TX75050		JACKSON CONSTRUCTION, LTD Fort Worth, TX 76119	
330	Trench Safety Systems	3053	LF	$ 0.10	$ 305.30	$ 1.07	$ 3,266.71	$ 1.00	$ 3,053.00	$ 3.10	$ 9,464.30	$ 1.00	$ 3,053.00	$ 1.05	$ 3,205.65	$ 1.00	$ 3,053.00
331	Conc. Curb and Gutter	20	LF	$ 35.00	$ 700.00	$ 118.00	$ 2,360.00	$ 110.00	$ 2,200.00	$ 65.00	$ 1,300.00	$ 45.00	$ 900.00	$ 38.60	$ 772.00	$ 45.00	$ 900.00
332	Buffalo Grass Sod	1918	SY	$ 5.75	$ 11,028.50	$ 4.77	$ 9,148.86	$ 4.50	$ 8,631.00	$ 11.00	$ 21,098.00	$ 6.00	$ 11,508.00	$ 6.83	$ 13,099.94	$ 7.00	$ 13,426.00
	SUBTOTAL DRAINAGE IMPROVEMENTS:				**$ 490,076.80**		**$ 584,205.07**		**$ 591,852.00**		**$ 596,427.30**		**$ 543,150.00**		**$ 642,241.51**		**$ 612,258.00**

WATER IMPROVEMENTS

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
401	6-inch PVC Water Line AWWA C-900 (DR-18) by open cut	910	LF	$ 49.00	$ 44,590.00	$ 62.20	$ 56,602.00	$ 62.00	$ 56,420.00	$ 40.00	$ 36,400.00	$ 41.00	$ 37,310.00	$ 58.36	$ 53,107.60	$ 75.00	$ 68,250.00
402	8-inch PVC Water Line AWWA C-900 (DR-18) by open cut	75	LF	$ 50.00	$ 3,750.00	$ 73.00	$ 5,475.00	$ 72.00	$ 5,400.00	$ 50.00	$ 3,750.00	$ 46.00	$ 3,450.00	$ 63.57	$ 4,767.75	$ 100.00	$ 7,500.00
403	12-inch PVC Water Line AWWA C-900 (DR-18) by open cut	4,100	LF	$ 64.00	$ 262,400.00	$ 77.20	$ 316,520.00	$ 76.00	$ 311,600.00	$ 59.00	$ 241,900.00	$ 64.00	$ 262,400.00	$ 73.99	$ 303,359.00	$ 65.00	$ 266,500.00
404	Trench Safety Systems	5,085	LF	$ 0.10	$ 508.50	$ 1.07	$ 5,440.95	$ 1.00	$ 5,085.00	$ 1.05	$ 5,339.25	$ 1.00	$ 5,085.00	$ 1.05	$ 5,339.25	$ 1.00	$ 5,085.00
405	6-inch Gate Valve Assembly	22	EA	$ 1,175.00	$ 25,850.00	$ 856.00	$ 18,832.00	$ 850.00	$ 18,700.00	$ 1,300.00	$ 28,600.00	$ 925.00	$ 20,350.00	$ 1,042.00	$ 22,924.00	$ 1,000.00	$ 22,000.00
406	8-inch Gate Valve Assembly	1	EA	$ 1,850.00	$ 1,850.00	$ 1,070.00	$ 1,070.00	$ 1,100.00	$ 1,100.00	$ 1,700.00	$ 1,700.00	$ 1,275.00	$ 1,275.00	$ 1,458.80	$ 1,458.80	$ 1,400.00	$ 1,400.00
407	12-inch Gate Valve Assembly	12	EA	$ 2,700.00	$ 32,400.00	$ 2,140.00	$ 25,680.00	$ 2,200.00	$ 26,400.00	$ 2,900.00	$ 34,800.00	$ 2,150.00	$ 25,800.00	$ 2,605.00	$ 31,260.00	$ 2,300.00	$ 27,600.00
408	Connect to Existing 6-inch to 12-inch Water Line	17	EA	$ 1,000.00	$ 17,000.00	$ 1,605.00	$ 27,285.00	$ 1,600.00	$ 27,200.00	$ 1,100.00	$ 18,700.00	$ 1,575.00	$ 26,775.00	$ 4,063.80	$ 69,084.60	$ 2,200.00	$ 37,400.00
409	Cut and Plug Existing 6-inch to 12-inch Water Line	14	EA	$ 600.00	$ 8,400.00	$ 856.00	$ 11,984.00	$ 850.00	$ 11,900.00	$ 600.00	$ 8,400.00	$ 350.00	$ 4,900.00	$ 416.80	$ 5,835.20	$ 500.00	$ 7,000.00
410	Lead Free Fire Hydrant Assembly	8	EA	$ 4,900.00	$ 39,200.00	$ 3,745.00	$ 29,960.00	$ 3,750.00	$ 30,000.00	$ 3,100.00	$ 24,800.00	$ 3,650.00	$ 29,200.00	$ 4,532.70	$ 36,261.60	$ 3,900.00	$ 31,200.00
411	1-inch or ¾-inch AMI Meters and 1-inch Meter Boxes	24	EA	$ 625.00	$ 15,000.00	$ 107.00	$ 2,568.00	$ 110.00	$ 2,640.00	$ 260.00	$ 6,240.00	$ 100.00	$ 2,400.00	$ 416.80	$ 10,003.20	$ 450.00	$ 10,800.00
412	Type "k" Soft Copper Pipe for 1-inch Long Water Service	20	EA	$ 735.00	$ 14,700.00	$ 642.00	$ 12,840.00	$ 650.00	$ 13,000.00	$ 1,300.00	$ 26,000.00	$ 1,000.00	$ 20,000.00	$ 2,605.00	$ 52,100.00	$ 1,700.00	$ 34,000.00
413	Type "k" Soft Copper Pipe for 1-inch Short Water Service	4	EA	$ 610.00	$ 2,440.00	$ 535.00	$ 2,140.00	$ 550.00	$ 2,200.00	$ 1,100.00	$ 4,400.00	$ 650.00	$ 2,600.00	$ 937.80	$ 3,751.20	$ 800.00	$ 3,200.00
414	2-inch or 1½-inch AMI Meters and 2-inch Meter Boxes	3	EA	$ 625.00	$ 1,875.00	$ 535.00	$ 1,605.00	$ 550.00	$ 1,650.00	$ 1,100.00	$ 3,300.00	$ 250.00	$ 750.00	$ 521.00	$ 1,563.00	$ 460.00	$ 1,380.00
415	Type "k" Hard Copper Pipe for 2-inch Long Water Service	1	EA	$ 1,925.00	$ 1,925.00	$ 2,140.00	$ 2,140.00	$ 2,150.00	$ 2,150.00	$ 1,500.00	$ 1,500.00	$ 3,000.00	$ 3,000.00	$ 4,376.40	$ 4,376.40	$ 3,500.00	$ 3,500.00
416	Type "k" Hard Copper Pipe for 2-inch Short Water Service	2	EA	$ 1,540.00	$ 3,080.00	$ 1,600.00	$ 3,200.00	$ 1,650.00	$ 3,300.00	$ 1,300.00	$ 2,600.00	$ 1,800.00	$ 3,600.00	$ 2,292.40	$ 4,584.80	$ 1,800.00	$ 3,600.00
417	Connect 6-inch Water Line to Existing Vault	1	EA	$ 1,200.00	$ 1,200.00	$ 1,600.00	$ 1,600.00	$ 1,650.00	$ 1,650.00	$ 3,200.00	$ 3,200.00	$ 1,725.00	$ 1,725.00	$ 3,751.20	$ 3,751.20	$ 2,300.00	$ 2,300.00
418	Remove and Salvage Existing Water Valve	17	EA	$ 100.00	$ 1,700.00	$ 110.00	$ 1,870.00	$ 100.00	$ 1,700.00	$ 365.00	$ 6,205.00	$ 250.00	$ 4,250.00	$ 208.40	$ 3,542.80	$ 130.00	$ 2,210.00
419	Remove and Salvage Existing Fire Hydrant	6	EA	$ 375.00	$ 2,250.00	$ 215.00	$ 1,290.00	$ 200.00	$ 1,200.00	$ 725.00	$ 4,350.00	$ 300.00	$ 1,800.00	$ 312.60	$ 1,875.60	$ 800.00	$ 4,800.00
420	Conc. Encasement	100	LF	$ 25.00	$ 2,500.00	$ 37.50	$ 3,750.00	$ 35.00	$ 3,500.00	$ 35.00	$ 3,500.00	$ 45.00	$ 4,500.00	$ 71.90	$ 7,190.00	$ 65.00	$ 6,500.00
421	Remove and Dispose Existing AC Water Line	100	LF	$ 25.00	$ 2,500.00	$ 37.50	$ 3,750.00	$ 35.00	$ 3,500.00	$ 40.00	$ 4,000.00	$ 25.00	$ 2,500.00	$ 10.42	$ 1,042.00	$ 5.00	$ 500.00
422	GPS Data on New Water And Sewer Attributes	1	LS	$ 1,000.00	$ 1,000.00	$ 2,675.00	$ 2,675.00	$ 2,500.00	$ 2,500.00	$ 1,100.00	$ 1,100.00	$ 5,175.00	$ 5,175.00	$ 7,294.00	$ 7,294.00	$ 3,500.00	$ 3,500.00
423	Temporary Asphalt Pavement Repair	5,800	LF	$ 5.00	$ 29,000.00	$ 10.70	$ 62,060.00	$ 10.00	$ 58,000.00	$ 8.25	$ 47,850.00	$ 11.75	$ 68,150.00	$ 29.18	$ 169,244.00	$ 28.00	$ 162,400.00
424	Construction Contingency	1	LS	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00
	SUBTOTAL WATER IMPROVEMENTS:				**$ 555,118.50**		**$ 640,336.95**		**$ 630,795.00**		**$ 558,634.25**		**$ 576,995.00**		**$ 843,716.00**		**$ 752,625.00**

SANITARY SEWER IMPROVEMENTS

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
501	6-inch SDR-26 PVC Heavy Wall Sanitary Sewer Pipe by open cut	35	LF	$ 46.00	$ 1,610.00	$ 66.50	$ 2,327.50	$ 68.00	$ 2,380.00	$ 31.00	$ 1,085.00	$ 41.00	$ 1,435.00	$ 60.44	$ 2,115.40	$ 62.00	$ 2,170.00
502	8-inch SDR-26 PVC Heavy Wall Sanitary Sewer Pipe by open cut	3,900	LF	$ 50.00	$ 195,000.00	$ 75.00	$ 292,500.00	$ 76.00	$ 296,400.00	$ 46.50	$ 181,350.00	$ 42.00	$ 163,800.00	$ 63.57	$ 247,923.00	$ 56.00	$ 218,400.00
503	Trench Safety Systems	3,935	LF	$ 0.10	$ 393.50	$ 2.15	$ 8,460.25	$ 2.00	$ 7,870.00	$ 1.05	$ 4,131.75	$ 1.00	$ 3,935.00	$ 1.05	$ 4,131.75	$ 1.00	$ 3,935.00
504	4-feet Diameter Sewer Manhole	13	EA	$ 2,650.00	$ 34,450.00	$ 4,495.00	$ 58,435.00	$ 4,350.00	$ 56,550.00	$ 3,000.00	$ 39,000.00	$ 2,800.00	$ 36,400.00	$ 3,126.00	$ 40,638.00	$ 3,300.00	$ 42,900.00

BID TABULATION REPORT

CENTER STREET (ARKANSAS LANE - NOTTINGHILL GATE)
PROJECT No. PWST10021

BID OPENED : May 28, 2014 at 2:00 p.m.

				RKM UTILITY SERVICES, INC. Dallas, TX 75229		JLB CONTRACTING, LLC Fort Worth, TX 76124		McCLENDON CONSTRUCTION COMPANY, INC. Burleson TX, 76097		TISEO PAVING COMPANY Mesquite TX, 75150		SYB CONSTRUCTION COMPANY, INC Irving, TX 75061		PAVECON PUBLIC WORKS, L.P. Grand Prairie, TX75050		JACKSON CONSTRUCTION, LTD Fort Worth, TX 76119	
505	Additional Depth for Standard 4-feet Diameter Sewer Manhole	30	VF	$ 185.00	$ 5,550.00	$ 107.00	$ 3,210.00	$ 100.00	$ 3,000.00	$ 325.00	$ 9,750.00	$ 139.00	$ 4,170.00	$ 135.46	$ 4,063.80	$ 375.00	$ 11,250.00
506	5-feet Diameter Sewer Manhole	3	EA	$ 4,625.00	$ 13,875.00	$ 5,885.00	$ 17,655.00	$ 5,700.00	$ 17,100.00	$ 4,200.00	$ 12,600.00	$ 4,500.00	$ 13,500.00	$ 5,105.80	$ 15,317.40	$ 5,200.00	$ 15,600.00
507	Additional Depth for Standard 5-feet Diameter Sewer Manhole	20	VF	$ 235.00	$ 4,700.00	$ 160.00	$ 3,200.00	$ 150.00	$ 3,000.00	$ 450.00	$ 9,000.00	$ 203.00	$ 4,060.00	$ 208.40	$ 4,168.00	$ 450.00	$ 9,000.00
508	Sanitary Sewer Access Chamber	7	EA	$ 1,950.00	$ 13,650.00	$ 2,140.00	$ 14,980.00	$ 2,200.00	$ 15,400.00	$ 2,600.00	$ 18,200.00	$ 2,125.00	$ 14,875.00	$ 3,021.80	$ 21,152.60	$ 3,300.00	$ 23,100.00
509	4-inch SDR-26 PVC Sanitary Sewer Service	25	EA	$ 1,100.00	$ 27,500.00	$ 750.00	$ 18,750.00	$ 750.00	$ 18,750.00	$ 900.00	$ 22,500.00	$ 1,000.00	$ 25,000.00	$ 3,021.80	$ 75,545.00	$ 1,650.00	$ 41,250.00
510	Conc. Encasement	100	LF	$ 30.00	$ 3,000.00	$ 37.50	$ 3,750.00	$ 35.00	$ 3,500.00	$ 26.00	$ 2,600.00	$ 35.00	$ 3,500.00	$ 73.99	$ 7,399.00	$ 65.00	$ 6,500.00
511	Remove and Dispose Existing Cleanout	1	EA	$ 150.00	$ 150.00	$ 107.00	$ 107.00	$ 100.00	$ 100.00	$ 500.00	$ 500.00	$ 150.00	$ 150.00	$ 145.88	$ 145.88	$ 350.00	$ 350.00
512	Remove and Dispose Existing Manhole	13	EA	$ 350.00	$ 4,550.00	$ 535.00	$ 6,955.00	$ 500.00	$ 6,500.00	$ 800.00	$ 10,400.00	$ 600.00	$ 7,800.00	$ 364.70	$ 4,741.10	$ 500.00	$ 6,500.00
513	Connect to Existing Manhole by Coring and Rework Invert	1	EA	$ 1,200.00	$ 1,200.00	$ 1,285.00	$ 1,285.00	$ 1,200.00	$ 1,200.00	$ 700.00	$ 700.00	$ 1,000.00	$ 1,000.00	$ 2,188.20	$ 2,188.20	$ 2,100.00	$ 2,100.00
514	Connect to Existing Sanitary Sewer Line,	14	EA	$ 525.00	$ 7,350.00	$ 645.00	$ 9,030.00	$ 650.00	$ 9,100.00	$ 525.00	$ 7,350.00	$ 300.00	$ 4,200.00	$ 364.70	$ 5,105.80	$ 850.00	$ 11,900.00
515	Pre-TV Inspection of Existing Sewer Line	3,935	LF	$ 1.00	$ 3,935.00	$ 2.14	$ 8,420.90	$ 2.00	$ 7,870.00	$ 2.60	$ 10,231.00	$ 1.75	$ 6,886.25	$ 2.09	$ 8,224.15	$ 2.50	$ 9,837.50
516	Cut and Plug Existing Sewer Line	26	EA	$ 525.00	$ 13,650.00	$ 535.00	$ 13,910.00	$ 500.00	$ 13,000.00	$ 650.00	$ 16,900.00	$ 100.00	$ 2,600.00	$ 416.80	$ 10,836.80	$ 450.00	$ 11,700.00
517	Temporary Asphalt Pavement Repair	4,500	LF	$ 5.00	$ 22,500.00	$ 10.70	$ 48,150.00	$ 10.00	$ 45,000.00	$ 8.25	$ 37,125.00	$ 11.15	$ 50,175.00	$ 29.18	$ 131,310.00	$ 28.00	$ 126,000.00
518	Asphalt Pavement Repair	200	LF	$ 25.00	$ 5,000.00	$ 32.10	$ 6,420.00	$ 30.00	$ 6,000.00	$ 20.00	$ 4,000.00	$ 51.00	$ 10,200.00	$ 101.08	$ 20,216.00	$ 48.00	$ 9,600.00
519	2-feet x 2-feet x 6-inch Concrete Pad for Existing Cleanout	1	EA	$ 250.00	$ 250.00	$ 321.00	$ 321.00	$ 300.00	$ 300.00	$ 500.00	$ 500.00	$ 50.00	$ 50.00	$ 312.60	$ 312.60	$ 350.00	$ 350.00
520	Grass	300	SY	$ 6.00	$ 1,800.00	$ 4.77	$ 1,431.00	$ 4.50	$ 1,350.00	$ 8.80	$ 2,640.00	$ 6.50	$ 1,950.00	$ 7.11	$ 2,133.00	$ 7.00	$ 2,100.00
521	Construction Contingency	1	LS	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00
	SUBTOTAL SANITARY SEWER IMPROVEMENTS:				**$ 395,113.50**		**$ 554,297.65**		**$ 549,370.00**		**$ 425,562.75**		**$ 390,686.25**		**$ 642,667.48**		**$ 589,542.50**

FIBER & STREET LIGHTING INSTALLATION

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
601	2-inch Grey Schedule 40 P.V.C. Street Light Conduit by open cut	7,206	LF	$ 6.00	$ 43,236.00	$ 5.20	$ 37,471.20	$ 5.00	$ 36,030.00	$ 5.35	$ 38,552.10	$ 5.35	$ 38,552.10	$ 5.12	$ 36,894.72	$ 6.50	$ 46,839.00
602	Street Light Cable in conduit, A.W.G. #4 (Aluminum Triplex)	1,130	LF	$ 2.25	$ 2,542.50	$ 2.20	$ 2,486.00	$ 2.15	$ 2,429.50	$ 5.30	$ 5,989.00	$ 2.30	$ 2,599.00	$ 2.16	$ 2,440.80	$ 3.00	$ 3,390.00
603	Street Light Cable in conduit, A.W.G. #6 (Aluminum Triplex)	2,863	LF	$ 2.00	$ 5,726.00	$ 1.65	$ 4,723.95	$ 1.60	$ 4,580.80	$ 1.75	$ 5,010.25	$ 1.75	$ 5,010.25	$ 1.64	$ 4,695.32	$ 2.00	$ 5,726.00
604	40-feet Steel Street Light Pole Assembly	25	EA	$ 2,750.00	$ 68,750.00	$ 2,675.00	$ 66,875.00	$ 2,650.00	$ 66,250.00	$ 2,750.00	$ 68,750.00	$ 2,800.00	$ 70,000.00	$ 2,632.50	$ 65,812.50	$ 3,500.00	$ 87,500.00
605	LED Luminaire Assembly	25	EA	$ 600.00	$ 15,000.00	$ 590.00	$ 14,750.00	$ 600.00	$ 15,000.00	$ 605.00	$ 15,125.00	$ 605.00	$ 15,125.00	$ 579.15	$ 14,478.75	$ 800.00	$ 20,000.00
606	Pole Mounted Lighting System Controller	1	EA	$ 1,760.00	$ 1,760.00	$ 535.00	$ 535.00	$ 550.00	$ 550.00	$ 550.00	$ 550.00	$ 600.00	$ 600.00	$ 526.50	$ 526.50	$ 700.00	$ 700.00
607	Ground Box	2	EA	$ 770.00	$ 1,540.00	$ 560.00	$ 1,120.00	$ 575.00	$ 1,150.00	$ 580.00	$ 1,160.00	$ 580.00	$ 1,160.00	$ 552.83	$ 1,105.66	$ 750.00	$ 1,500.00
608	Electrical Service	1	EA	$ 3,850.00	$ 3,850.00	$ 2,675.00	$ 2,675.00	$ 2,500.00	$ 2,500.00	$ 2,750.00	$ 2,750.00	$ 2,750.00	$ 2,750.00	$ 2,632.50	$ 2,632.50	$ 3,500.00	$ 3,500.00
609	1½ -inch Purple H.D.P.E. Communications Conduit (by trenching)	4,165	LF	$ 5.00	$ 20,825.00	$ 4.28	$ 17,826.20	$ 4.50	$ 18,742.50	$ 4.40	$ 18,326.00	$ 4.50	$ 18,742.50	$ 4.22	$ 17,576.30	$ 5.50	$ 22,907.50
610	1½ -inch Purple H.D.P.E. Communications Conduit (by bore)	75	LF	$ 16.00	$ 1,200.00	$ 15.00	$ 1,125.00	$ 15.00	$ 1,125.00	$ 15.50	$ 1,162.50	$ 16.00	$ 1,200.00	$ 14.75	$ 1,106.25	$ 18.00	$ 1,350.00
611	2-inch U-Guard Riser	1	EA	$ 275.00	$ 275.00	$ 80.00	$ 80.00	$ 75.00	$ 75.00	$ 83.00	$ 83.00	$ 85.00	$ 85.00	$ 78.98	$ 78.98	$ 100.00	$ 100.00
612	Type "C" Pull (Service) Box or equal	5	EA	$ 770.00	$ 3,850.00	$ 560.00	$ 2,800.00	$ 550.00	$ 2,750.00	$ 580.00	$ 2,900.00	$ 600.00	$ 3,000.00	$ 552.83	$ 2,764.15	$ 600.00	$ 3,000.00
613	Street Light Pole Foundation 24-inch Diameter	25	EA	$ 925.00	$ 23,125.00	$ 910.00	$ 22,750.00	$ 900.00	$ 22,500.00	$ 935.00	$ 23,375.00	$ 935.00	$ 23,375.00	$ 1,053.00	$ 26,325.00	$ 1,200.00	$ 30,000.00
614	Insulated Electrical Conductor (No. 8)	400	LF	$ 1.50	$ 600.00	$ 0.70	$ 280.00	$ 0.65	$ 260.00	$ 0.75	$ 300.00	$ 0.75	$ 300.00	$ 0.69	$ 276.00	$ 1.00	$ 400.00
615	Ground Box type Battery with Apron	2	EA	$ 700.00	$ 1,400.00	$ 645.00	$ 1,290.00	$ 600.00	$ 1,200.00	$ 660.00	$ 1,320.00	$ 660.00	$ 1,320.00	$ 631.80	$ 1,263.60	$ 850.00	$ 1,700.00
616	School Flasher Assembly (Solar Powered)	2	EA	$ 7,425.00	$ 14,850.00	$ 6,260.00	$ 12,520.00	$ 5,950.00	$ 11,900.00	$ 6,450.00	$ 12,900.00	$ 6,500.00	$ 13,000.00	$ 6,160.05	$ 12,320.10	$ 8,000.00	$ 16,000.00
617	1-inch Schedule 40 P.V.C. Conduit for the School Flasher Assembly	40	LF	$ 5.50	$ 220.00	$ 3.85	$ 154.00	$ 3.75	$ 150.00	$ 4.00	$ 160.00	$ 4.00	$ 160.00	$ 3.80	$ 152.00	$ 5.00	$ 200.00
	SUBTOTAL FIBER & STREET LIGHTING INSTALLATION:				**$ 208,749.50**		**$ 189,461.35**		**$ 187,192.80**		**$ 198,412.85**		**$ 196,978.85**		**$ 190,449.13**		**$ 244,812.50**

BID TABULATION REPORT

CENTER STREET (ARKANSAS LANE - NOTTINGHILL GATE)
PROJECT No. PWST10021

BID OPENED : May 28, 2014 at 2:00 p.m.

				RKM UTILITY SERVICES, INC. Dallas, TX 75229		JLB CONTRACTING, LLC Fort Worth, TX 76124		McCLENDON CONSTRUCTION COMPANY, INC. Burleson TX, 76097		TISEO PAVING COMPANY Mesquite TX, 75150		SYB CONSTRUCTION COMPANY, INC Irving, TX 75061		PAVECON PUBLIC WORKS, L.P. Grand Prairie, TX75050		JACKSON CONSTRUCTION, LTD Fort Worth, TX 76119	
ALTERNATE A																	
ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
199A	Green Cement	1	LS	$ 1.00	$ 1.00	$ -	$ -	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 0.01	$ 0.01	$ 0.25	$ 0.25
	SUBTOTAL ALTERNATE A:				**$ 1.00**		**$ -**		**$ 1.00**		**$ 1.00**		**$ 1.00**		**$ 0.01**		**$ 0.25**
	SUBTOTAL PAVING IMPROVEMENTS:				$ 2,706,750.75		$ 2,407,513.18		$ 2,470,855.30		$ 2,651,709.35		$ 3,003,163.65		$ 2,732,468.67		$ 3,394,722.50
	SUBTOTAL TRAFFIC SIGNS & PAVEMENT MARKINGS:				$ 31,894.00		$ 22,607.60		$ 21,987.60		$ 23,894.65		$ 41,197.60		$ 30,297.12		$ 34,367.25
	SUBTOTAL DRAINAGE IMPROVEMENTS:				$ 490,076.80		$ 584,205.07		$ 591,852.00		$ 596,427.30		$ 543,150.00		$ 642,241.51		$ 612,258.00
	SUBTOTAL WATER IMPROVEMENTS:				$ 555,118.50		$ 640,336.95		$ 630,795.00		$ 558,634.25		$ 576,995.00		$ 843,716.00		$ 752,625.00
	SUBTOTAL SANITARY SEWER IMPROVEMENTS:				$ 395,113.50		$ 554,297.65		$ 549,370.00		$ 425,562.75		$ 390,686.25		$ 642,667.48		$ 589,542.50
	SUBTOTAL FIBER & STREET LIGHTING INSTALLATION:				$ 208,749.50		$ 189,461.35		$ 187,192.80		$ 198,412.85		$ 196,978.85		$ 190,449.13		$ 244,812.50
	TOTAL BASE BID AMOUNT				**$ 4,387,703.05**		**$ 4,398,421.80**		**$ 4,452,052.70**		**$ 4,454,641.15**		**$ 4,752,171.35**		**$ 5,081,839.91**		**$ 5,628,327.75**
	TOTAL BASE BID + ALTERNATE A				**$ 4,387,704.05**		**$ 4,398,421.80**		**$ 4,452,053.70**		**$ 4,454,642.15**		**$ 4,752,172.35**		**$ 5,081,839.92**		**$ 5,628,328.00**

This document is not intended for use as a survey product.

Map Document: (X:\Business\WIS\gis\COMMRES_GIS\Map_Requests\FY10-11\PW_Location_Maps\Center_St_Rebuild_ST10-04\Center_St_Rebuild.mxd)tlb

Street Bond Fund Five-Year Overview

Project Name	Bid Date	No. of Bidders	Engr's Estimate	Low Bid	(Over)/Under	% Over/Under
Center Street Pedestrian Trail Phase 2	5/19/2009	3	$1,546,845	$1,117,210.65	$429,634.35	-28
2008 Residential Rebuilds	7/9/2009	11	$6,850,000	$4,771,818.50	$2,078,181.50	-30
2008 Sidewalk Program	7/14/2009	5	$459,718	$353,522.50	$106,195.50	-23
Green Oaks Blvd (Lincoln to Ballpark Way)	10/13/2009	12	$4,800,000	$3,818,260.38	$981,739.62	-20
Railroad Quiet Zone (Bowen & Davis)	12/22/2009	3	$400,000	$398,730.00	$1,270.00	0
UTA Center Street Greenscape	2/18/2010	4	$2,200,000	$2,161,600.00	$38,400.00	-2
2009 Residential Rebuilds	5/11/2010	8	$3,000,000	$2,814,567.60	$185,432.40	-6
Arkansas Ln (Browning to SH 360)	10/26/2010	6	$7,800,000	$5,591,404.00	$2,208,596.00	-28
Town North Sidewalk Improvement	12/7/2010	3	$885,292	$868,488.75	$16,803.25	-2
Copeland Rd Utility Duct Bank	1/21/2011	3	$80,000	$57,930.15	$22,069.85	-28
South Collins (SE Parkway to CL)	2/15/2011	7	$11,500,000	$10,190,822.50	$1,309,177.50	-11
2010 Residential Rebuilds	9/14/2011	7	$4,500,000	$4,633,133.00	($133,133.00)	3
Matlock 5th & 6th (Mayfield to Bardin)	10/25/2011	7	$2,300,000	$1,836,145.04	$463,854.96	-20
I30/Nolan Ryan Sign Replacement	4/3/2012	1	$80,000	$78,400.00	$1,600.00	-2
2011 Residential Rebuilds	9/18/2012	7	$4,100,000	$4,733,015.55	($633,015.55)	15
Park Row Dr (SH 360 to City Limits)	10/4/2012	8	$4,500,000	$4,200,677.47	$299,322.53	-7
2011 CDBG Residential Rebuild Phase I	11/6/2012	5	$3,000,000	$2,620,232.70	$379,767.30	-13
Collins/UPRR Quiet Zone	11/6/2012	2	$225,000	$285,546.00	($60,546.00)	27
TxDOT Intersections	3/19/2013	3	$1,430,000	$1,982,970.36	($552,970.36)	39
Lamar Blvd (Collins to Ballpark)	5/22/2013	5	$10,378,400	$9,458,408.92	$919,991.08	-9
Bowman Springs (I-20 to City Limit)	6/25/2013	4	$2,100,000	$2,072,028.72	$27,971.28	-1
2011 CDBG Residential Rebuild Phase II	8/20/2013	6	$1,400,000	$1,506,161.85	($106,161.85)	8
2013 Sidewalk Program	8/20/2013	2	$1,100,000	$1,476,651.00	($376,651.00)	34
Arbrook/Melear Drainage Improvements	10/29/2013	3	$3,509,956	$3,617,740.00	($107,784.00)	3
2012 Residential Rebuild	12/20/2013	5	$3,479,360	$3,264,762.35	$214,597.65	-6
Center/I-20 Bridge (Highlander to Bardin) TXDOT Let	4/2/2014	9	$10,732,639	$10,457,967.33	$274,671.67	-3
Abram (SH 360 to City Limit)	4/22/2014	4	$8,000,000	$8,481,419.90	($481,419.90)	6
Tri-Schools	4/29/2014	4	$12,500,000	$15,999,933.00	($3,499,933.00)	28
Abram (Stadium to SH 360)	5/13/2014	3	$7,200,000	$8,001,266.73	($801,266.73)	11
Center Street (Arkansas to Nottinghill Gate)	5/28/2014	7	$4,900,000	$4,497,704.05	$402,295.95	-8

Total		157	$124,957,210	$121,348,519	$3,608,691	
Average Number of Bids		5				
Average %						-3

Staff Report

Annual Requirements Contract for the Fuel Card Services Program, Bid Project 14-0158	
City Council Meeting Date: 6-24-14	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to approve a contract for fuel card services with Mansfield Oil Company through the interlocal agreement with the City of Plano in an estimated amount of $1,110,000.

PRIOR BOARD OR COUNCIL ACTION

On December 6, 2005, City Council adopted Resolution 05-725, allowing the City of Arlington to participate in purchasing through the Interlocal Agreement with the City of Plano.

ANALYSIS

This contract is for a fuel card services program used primarily by the Police and Fire Departments. Fuel card use will be available to other departments if the need is identified by the Fleet Manager.

The program serves as a refueling alternative when an employee driving a City-owned vehicle is unable to use a City fleet refueling center. Additional benefits include reduced fire/emergency response times, as fire trucks will be able to refuel in their districts, lessening time away from assigned areas. There are currently more than 700 locations in Tarrant County that accept fuel cards.

FINANCIAL IMPACT

By utilizing the interlocal agreement with the City of Plano, the City of Arlington will be able to purchase fuel on an as-needed basis using Wright Express Universal Fleet cards with Mansfield Oil Company of Gainesville, Georgia, in the estimated amount of $1,100,000. The projected financial impact for this contract term is as follows:

FY 2014	FY 2015	FY 2016
$277,500	$832,500	$0

Funds are budgeted in Fleet Services Account No. 790101-60018.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Keith Melton, P.E., Director	Janice Hughes	Mike Finley
Public Works & Transportation	Sr. Purchasing Agent	Director of Finance
817-459-6553	817-459-6304	817-459-6345
Keith.Melton@arlingtontx.gov	Janice.Hughes@arlingtontx.gov	Mike.Finley@arlingtontx.gov

Staff Report

Renewal of Annual Requirements Contract for Traffic Control Signage and Materials, Bid Project 11-0115	
City Council Meeting Date: 6-24-14	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 contract for traffic control signage and materials with Vulcan Signs in the estimated amount of $69,604.

PRIOR BOARD OR COUNCIL ACTION

On August 2, 2011, City Council passed MO08022011–006 awarding an annual requirements contract for traffic control signage and materials with Vulcan Signs of Foley, Alabama, in the estimated amount of $67,774.43.

On June 5, 2012, City Council passed MO06052012-014 exercising the first of four, one-year renewal options in the contract for traffic control signage and materials with Vulcan Signs in the estimated amount of $69,604. This amount reflects a 2.7 percent price increase.

On June 18, 2013, City Council passed MO06082013-021, exercising the second of four, one-year renewal options in the contract for traffic control signage and materials with Vulcan Signs in the estimated amount of $69,604.

ANALYSIS

The contract is for the supply of pre-fabricated traffic control signage, blank signs and sign making materials required to meet or exceed the current Federal Highway Administration (FHWA), Texas Department of Transportation (TxDOT) and Manual on Uniform Traffic Control Devices (MUTCD) standards, addressing factors such as uniformity, design, placement, operation, and maintenance.

Contract term: One year/four one-year renewals
Current term: Third renewal (August 1, 2014 – July 31, 2015)

FINANCIAL IMPACT

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

In accordance with the bid specifications, the Purchasing Division received a letter from Vulcan Signs of Foley, Alabama, requesting the third renewal at the current pricing. The projected financial impact for this contract term is as follows:

FY 2014	FY 2015	FY 2016
$11,601	$58,003	$0

Funds are budgeted in Public Works and Transportation Traffic Control Account No. 720105-60012.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

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

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

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

Staff Report

Purchase and Installation of a Cooling Tower for the Bob Duncan Center, Bid Project 14-0168	
City Council Meeting Date: 6-24-14	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to approve the purchase and installation of a cooling tower for the Bob Duncan Center with Heat Transfer Solutions, Inc., through the Texas Local Government Purchasing Cooperative (TLGPC) in the estimated amount of $79,729.

PRIOR BOARD OR COUNCIL ACTION

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

ANALYSIS

This purchase is for the replacement of the cooling tower at the Bob Duncan Center located 2800 South Center Street, and includes installation. The existing cooling tower was installed as a part of the original building's construction in 1972. The unit has operated past the industry standard service life of 20 years and has required frequent repairs in the past.

FINANCIAL IMPACT

Utilizing the agreement with Heat Transfer Solutions, Inc. of Houston, Texas through the TLGPC was determined to be the most cost-effective method for obtaining the cooling tower in the estimated amount of $79,729. This is a one-time purchase; therefore, no financial impact is anticipated in future fiscal years.

FY 2014	FY 2015	FY 2016
$79,729	$0	$0

Funds are available in Maintenance of Buildings Account No. 350408-63101.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Keith Melton, P.E., Director	Janice Hughes	Mike Finley
Public Works & Transportation	Sr. Purchasing Agent	Director of Finance
817-459-6553	817-459-6304	817-459-6345
Keith.Melton@arlingtontx.gov	Janice.Hughes@arlingtontx.gov	Mike.Finley@arlingtontx.gov

Staff Report

Engineering Services Contract for Pavement Survey	
City Council Meeting Date: 6-24-14	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the execution of an Engineering Services Contract with Data Transfer Solutions, LLC, of Orlando, Florida, for the collection, analysis, and integration of data into the existing Pavement Management System. The total award for the three-year term of the contract will be for an amount not to exceed $396,896.

PRIOR BOARD OR COUNCIL ACTION

On June 3, 2008, City Council approved Minute Order No. MO06032008-006, authorizing the execution of an Engineering Services Contract with Applied Research Associates, Inc., of Champaign, Illinois for the collection, analysis, and integration of data into the existing Pavement Management System in an amount not to exceed $480,000.

On May 10, 2011, City Council approved Minute Order No. MO05102011-010, authorizing the execution of an Engineering Services Contract with Applied Research Associates, Inc. of Champaign, Illinois, for the data collection, analysis, and integration of pavement data into the existing Pavement Management System. The total award for the three-year term of the contract will be for an amount not to exceed $477,000.

ANALYSIS

Since August 2010, the City of Arlington has maintained a Pavement Management System which includes a complete survey of pavement conditions. The information provided by this pavement study has proven to be extremely valuable for decision-making. In order to keep the pavement condition data complete and up-to-date and to protect the City's initial investment, it is necessary to continue to conduct electronic pavement surveys on a regular basis.

In addition to updating the existing pavement data, location based data will also be captured to provide greater detail on pavement condition changes. This will improve data accuracy which currently summarizes all condition information within the road segment.

An Engineering Services Contract for the data collection, delivery, and integration of pavement data into the existing Pavement Management System has been negotiated with Data Transfer Solutions, Inc. of Orlando, FL. The scope of work consists of eight tasks:

Task 1	Verify City Street Network
Task 2	Mobilization
Task 3	Pavement Imaging and Data Collection
Task 4	Pavement Evaluation
Task 5	Update Pavement Management System
Task 6	Provide Pavement Final Report and Location Based Condition Information
Task 7	Provide Segment Inspection Video and Images
Task 8	Provide System Training

The contractor will survey one-third of the City's roadways during each year of the three – year contract period.

FINANCIAL IMPACT

Funding is available in Sales Tax Fund Account No. 720101-61002.

FY 2014	FY 2015	FY 2016
$133,000	$131,948	$131,948

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

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

STATE OF TEXAS §

ENGINEERING SERVICES CONTRACT

COUNTY OF TARRANT §

THIS CONTRACT is entered into on this **24th** day of **June**, **2014**, by and between the CITY OF ARLINGTON, a municipal corporation located in Tarrant County Texas (hereinafter referred to as "CITY"), acting by and through its City Manager or his designee, and DATA TRANSFER SOLUTIONS, LLC, whose address is 3680 Avalon Park Boulevard, Suite 200, Orlando, Florida 32828, (hereinafter referred to as "ENGINEER").

WHEREAS, CITY desires to contract with ENGINEER for the development of data collection and implementation of pavement conditions into the City's existing pavement management system; and

WHEREAS, ENGINEER is qualified to provide such services and is willing to undertake such services for CITY in exchange for fees hereinafter specified;

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

I.
EMPLOYMENT OF ENGINEER

ENGINEER will perform as an independent contractor 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 actions. If ENGINEER is representing that it 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.

II.
SCOPE OF SERVICES

The services to be performed by ENGINEER under this Contract include but are not limited to the services described in Exhibit "A" (hereafter referred to as "Project"), incorporated herein by reference as if written word for word. In case of conflict between the language in Exhibit "A" and this Contract, this Contract shall be binding on both parties.

III.
COMPENSATION

For the satisfactory performance of the professional services described in Exhibit "A", the City agrees to compensate ENGINEER an amount not to exceed $396,896. The payments will bebased on the fees set forth in Exhibit "A", Fee Estimate, which is attached hereto and incorporated herein as written word for word. It is mutually understood and agreed that compensation for the services will be the lump sum fee of $396,896 for the specified services.

ENGINEER shall submit invoices for services rendered, based upon the percentage complete of the defined services. CITY shall make payments in the amount shown by ENGINEER approved invoices and other documentation submitted within thirty (30) days of receiving such invoice. ENGINEER will invoice based on the schedule in Exhibit "A" or not less than annually. Nothing contained in this Contract shall require CITY to pay for any work that is unsatisfactory as determined by CITY or which is not submitted in compliance with the terms of this Contract. CITY will not be required to make any payments to ENGINEER when ENGINEER is in default under this Contract, nor shall this paragraph constitute a waiver of any right, at law or in equity, which CITY may have if ENGINEER is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default. ENGINEER will fully comply with any and all applicable federal, state and local laws relating to income reporting, including but not limited to Internal Revenue Service Reports.

IV.
OWNERSHIP OF DOCUMENTS

All information 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 may retain in its files copies of all information and all other pertinent information for the work. Copies may be used for promotional purposes. Concepts and ideas embodied in the information may be freely used by ENGINEER without restriction. ENGINEER shall have no liability for changes made to the information and other documents by others subsequent to the completion of the Contract.

V.
TERM

The term of the contract shall be for 3 years subject to funding. Upon issuance of the Notice to Proceed, ENGINEER will complete the tasks outlined in Exhibit "A", for the first year, sequentially according to the following schedule:

Task	Work Days
1	2
2	5
3	20
4	20
5	3
6	5
7	5
8	1
9	5

Schedules for subsequent years shall be similar depending upon city needs and possible road construction schedules.

VI.
TERMINATION

CITY may terminate this Contract without cause and without any penalty or liability upon written notice to ENGINEER. Upon receipt of termination notice, ENGINEER shall stop all work in progress, including subcontracts. All finished or unfinished documents, data, studies, surveys, drawings, maps, reports, photographs, etc. prepared by ENGINEER and all subcontractors will, upon final payment to ENGINEER, be delivered to CITY and shall become the property of CITY. CITY shall pay ENGINEER for all work performed in accordance with the provisions of this Contract prior to the date of termination. ENGINEER shall invoice CITY for all work performed within thirty (30) days of termination notice. CITY shall not be responsible for payment of any invoices received after the expiration of thirty (30) days from notice of termination.

VII.
INSURANCE

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

1. Workers' Compensation as required by law, Employers Liability Insurance of not less than $1,000,000.00 for each accident, $1,000,000.00 disease-each employee, $1,000,000.00 disease-policy limit.

2. Commercial General Liability Insurance, including Independent Contractor's Liability, Completed Operations and Contractual Liability, covering but not limited to the indemnification provisions of this contract, fully insuring Engineer's liability for injury to or death of employees of City and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a combined bodily injury and property damage minimum limit of $1,000,000.00 per occurrence.

3. Comprehensive 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 thatn $2,000,000.00 per occurrence, following from and drop down provision 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, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to City by certified mail to:

City of Arlington
Workforce Services - Mail Stop 63-0790
PO Box 90231
Arlington, Texas 76004-3231

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

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

3. The term "Owner" or "City" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of City and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of City.

4. The policy phrase "other insurance" shall not apply to City where city is an additional insured on the policy; and

5. All provisions of the contract concerning liability, duty and standards of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

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

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

2. Insurance is to be placed with carriers with an A.M. Best rating of A:VII, or as otherwise acceptable to the City.

D. Engineer agrees to the following:

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

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

3. Approval, disapproval or failure to act by City regarding any insurance supplied by Engineer (or any subcontractors) shall not relieve Engineer of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate Engineer from liability.

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

City of Arlington
Department of Public Works and Transportation - Mail Stop 01-0220
Attn: Eric Roseberry, Informtation Services Coordinator
PO Box 90231
Arlington, Texas 76004-3231

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

IX.
ENGINEER'S LIABILITY

Acceptance of the project 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, specific actions or other documents prepared by ENGINEER, its employees, subcontractors, agents and consultants.

X.
INDEMNIFICATION

ENGINEER shall and does hereby agree to indemnify and hold harmless CITY, its officers, agents and employees from any and all damages, loss or liability of any kind whatsoever, (including reasonable attorney's fees and costs of defense) by reason of death or injury to property or third persons to the proportionate extent that such claims are caused by the omission or negligent act of ENGINEER, its officers, agents, employees, invitees or other persons for whom it is legally liable, with regard to the performance of this Contract.

ENGINEER shall have no upfront duty to defend the CITY but shall reimburse defense costs to the same extent as the indemnity obligations therein. These indemnity obligations shall not apply to the extent said claims arise out of, pertain to, or relate to the negligence of the CITY, the CITY's agents, or other

independent contractors and subcontractors, and their next tier subcontractors thereof, or for work performed by those persons or entities.

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 court costs and attorneys fees) with respect to such copyright, royalty or trademark rights.

XI.
INDEPENDENT CONTRACTOR

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

XII.
SUCCESSORS AND ASSIGNS

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

XIII.
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 and federal laws. ENGINEER will

make any and all reports required per federal, state or local law, including but not limited to proper reporting to the Internal Revenue Service, as required in accordance with ENGINEER income. Situs of this Contract is agreed to be Tarrant County, Texas for all purposes including performance and execution.

XIV.
SEVERABILITY

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

XV.
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 to complete the work or fail to perform any of its obligations under this Contract, then CITY shall have the right, if ENGINEER shall not cure any such default within thirty (30) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the services of other parties therefore. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY. If, after exercising any such remedy due to ENGINEER nonperformance under this Contract, the reasonable cost to CITY of the performance of the balance of the work is in excess of that part of the Contract sum which has not theretofore been paid to ENGINEER hereunder, ENGINEER shall be liable for and shall reimburse CITY for such excess.

XVI.
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.

XVII.
ENTIRE AGREEMENT

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

written agreement of the parties.

XVIII.
NON-WAIVER

It is further agreed that one (1) or more instance of forbearance by CITY or ENGINEER in the exercise of either of their respective rights herein shall in no way constitute a waiver thereof.

IX.
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.

XX.
CHANGES

CITY may, from time to time, require changes in the scope of the services to be performed under this Contract. Such changes as are mutually agreed upon by and between CITY and ENGINEER shall be incorporated by written modification to this Contract.

XXI.
CONFLICT OF INTEREST

ENGINEER covenants and agrees that ENGINEER and its associates and employees will have no interest and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by ENGINEER pursuant to this Contract will be conducted by employees, associates or subcontractors of ENGINEER.

XXII.
NO DAMAGES FOR DELAYS

Notwithstanding any other provisions 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. ENGINEER assumes the risk of all suspensions of or delays in performance of this Contract, regardless of length thereof, arising from all causes whatsoever, whether or not relating to the Contract, including wrongful acts or omissions of CITY or its contractors or subcontractors except only to the extent, if any, that compensation or any extension of time may be due as expressly provided for elsewhere in this Contract for such suspension or delays and subject only to such exception. ENGINEER shall bear the burden of all costs, expenses and liabilities which it may incur in connection with such suspensions or

delays, and all such suspensions, delays, costs, expenses and liabilities of any nature whatsoever, whether or not provided for in this Contract, shall conclusively be deemed to have been within the contemplation of the parties.

Whenever in connection with this Contract it is required, expressly or otherwise, that CITY shall perform any act relating to the Contract, including making available any materials or other things, no guarantee is made by CITY as to the time of such performance and the delay of CITY in fulfilling such requirement shall not result in liability of any kind on the part of CITY except only to the extent, if any, that an extension of time or compensation may be due as expressly provided for in this Contract.

XXIII.
VENUE

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

XXIV.
EQUAL EMPLOYMENT OPPORTUNITY

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

XXV.
LOCAL 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 projects and procurements, CITY also encourages the use, if applicable, of qualified contractors, subcontractors and suppliers where at least fifty-one percent (51%) of the ownership of such contractor, subcontractor or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, suppliers or other persons in organizations proposed for work on this Contract, the 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 will be required to submit information related to minority and/or woman owned businesses upon execution of the contract for this project. The information submitted shall include the engineer and any other firms performing work as a part of this contract such as surveying services. Information required shall include the following:

- List of all minority and/or woman owned businesses performing work under this contract
- % of contract amount to be performed by each firm
- For each firm listed:
  - Minority Owned Business Enterprise: Yes or No
  - Woman Owned Business Enterprise: Yes or No
- If yes to either of the above:
  - Registered with the State of Texas Historically Underutilized Business Program: Yes or No
  - Registered with the North Central Texas Regional Certification Agency: Yes or No
  - Meet qualifications, but not registered with the programs above: Yes or No

A form will be provided by the City for submittal of this information.

XXVI.
NO THIRD-PARTY BENEFICIARY

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

XXVII.
NOTICES

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

Eric Roseberry
Information Services Coordinator
City of Arlington
Mail Stop 01-0220
Post Office Box 90231
Arlington, Texas 76004-3231

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

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

ENGINEER:

DATA TRANSFER SOLUTIONS, LLC:

BY: _____
A.M. "Trey" Fragala, III, AICP, PMP
Chief Operating Officer

ATTEST:

_____
Mary Supino, City Secretary

CITY OF ARLINGTON, TEXAS:

BY: _____
Keith Melton, P.E.
Director of Public Works and Transportation

APPROVED AS TO FORM:
JAY DOEGEY, City Attorney

BY: _____

THE STATE OF FLORIDA §

Engineer Acknowledgment

COUNTY OF ORANGE §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2014.

_____
Notary Public In and For The State of Florida

_____
Notary's Printed Name

THE STATE OF TEXAS §

City Acknowledgement

COUNTY OF TARRANT §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2014.

_____
Notary Public In and For The State of Texas

_____
Notary's Printed Name

EXHIBIT A

STATEMENT OF WORK

Project Overview:
DTS understands that the City of Arlington maintains approximately 3,016 lane miles and that the City is using CarteGraph's Pavement Management System. DTS is uniquely qualified to provide data collection services and enter the collected data seamlessly into CarteGraph. We have performed numerous mobile data collection projects with imports into CarteGraph. DTS understands the purpose of this proposed project is to assist the City of Arlington in obtaining pavement condition data for all paved roads the City maintains, inspecting one-third of the streets annually for three years. DTS is proposing to complete a pavement data collection plan, delivering pavement data in the existing CarteGraph system. DTS has CarteGraph experience with Navigator and OMS. In addition, DTS will provide an outstanding quality control plan to guarantee the City will receive data of the highest quality as well as ensuring all requirements are met. DTS has reviewed the stated goals of the City and will provide deliverables that meet or exceed expectations.

- DTS will meet with City staff to review the current pavement management system (PMS) data and procedures, discuss needs of the City of Arlington's PMS and provide a detailed scope of work.
- DTS anticipates involvement from the City's Project Manager to include providing a centerline file for the collection route, meeting participation, deliverable reviews, review of pavement treatments and triggers within the City, access to the CarteGraph database and participation in training and establishment of pavement models for pavement preservation.
- DTS will perform pavement condition surveys utilizing an automated data collection system. This data will be linked to a GPS system and a GIS layer of the segments analyzed and will be integrated with ArcGIS and CarteGraph software.
- DTS will provide data that is compariable to historically collected data and the pavement distress types will be based on ASTM D6433 for determination of the segment Overall Condition Index (OCI).
- DTS will provide high resolution digital images of the pavement surface and high resolution right-of-way images for each of the segments collected at least every 25 feet.
- DTS will collect longitudinal profile and roughness data (IRI) to provide a ride condition index for each segment to be used in calculation of the segment OCI. DTS will collect IRI using equipment that meets ASTM E950 requirements and will be operated in accordance with AASHTO Standards M328, R57-10, R56-10 and R43M/R43-7. Additionally, all IRI data will be reported at the pavement segment level.
- DTS will also collect right-of-way images for future uses if desired by the City.
- DTS will integrate all the data into the City's existing CarteGraph pavement management system and is experienced with Navigator and OMS.
- DTS will analyze the existing pavement degradation curves currently used and calculate revised curves to reflect actual measured performance.
- DTS will review the current OCI calculation methodology within the CarteGraph PMS and make recommendations on modifying this calculation based on the collected data and review current distress categories deduct values to ensure comparisons to best industry practices for similar local environments.

- DTS will review the current decision matrix being utilized by the City of Arlington and make recommendations to integrate pavement preservation techniques.
- DTS will review the procedures currently being used by City staff to produce maintenance plans and provide recommendations and training to optimize the use of CarteGraph software.
- DTS will meet with City Technology staff to coordinate any database or server access needs to complete the download of collected data within existing City policies and procedures.
- DTS will continually inform City staff concerning where in the City inspections will be taking place.
- DTS will provide a videologger application that allows for selection of a roadway from a GIS-based map and from CarteGraph by a direct link or hyperlink; will load the pavement and ROW images for a specific location; will provide sequential images while traveling down the roadway; has the capability to load high resolution images and allows the user to review the OCI, PCI, and IRI for that section of the road.
- DTS will deliver a geodatabase compatible with Esri software that includes the following feature classes: point, polyline and polygon feature classes of extracted distress locations with attributes for type of distress, severity and extent as well as point feature class for collected IRI.
- DTS will deliver a 3- and a 5-year Pavement Preservation Plan with various budget scenarios to meet the goals and objectives of the City of Arlington.
- DTS will provide an Executive Summary annually signed and sealed by a Licensed Professional Engineer.

Our goal is to demonstrate to the City that the DTS team employs an approach to mobile data collection and pavement management reporting that is **repeatable and defensible** across survey years, is **GIS-centric** at its core, and is a **quantitative approach** that relies upon **standards and procedures** that can be applied for pavement management optimization. All data will be formatted to meet ASTM D6433-11 standards. DTS can provide all of the required elements as requested by the City of Arlington and will provide a transparent collection and analysis process focused on quantifiable, GIS-centric workflows. These workflows will be transferred to City stakeholders so that the investment in this data can be leveraged for other purposes as well as into the future. The DTS team will provide the following to the City of Arlington:

- **Performance of all elements of work** - With our fleet of collection vehicles, internally-developed GIS-centric workflows and web-based data access tools.
- **Highly Accurate Data –** Utilizing state plane coordinates, rigorously calibrated collection equipment and state-of-the-art data reduction techniques.
- **Proven, Systems Compatible Technology –** Allows the City of Arlington staff to view, manipulate and analyze the data efficiently, accurately and with minimal subject-matter expertise.
- **Economic Solution –** Provides the City a "Collect once, exploit many times" solution. The approach allows for a single-pass collection of data utilizing multiple sensor technology, enabling the City to make informed management decisions from a "point-in-time" collection.
- **Single-Pass Collection –** Utilizing a complete view of the roadway coupling images, inertial measurement, precise distance measurement and rigorous camera calibration that utilizes a "single heartbeat" to correlate all of these sensors into one single trajectory solution. This ensures a high level of accuracy and quality in the data.
- **User-Friendly Data Distribution –** Desktop or Web-Based, GIS-centric, video logging applications that can be integrated with the City's system.

- **Systems Integration –** Provide vast experience integrating with CarteGraph for multiple clients across the country.
- **Public Access –** Provide an easy-to-use and intuitive interface to the general public, if desired.

Data Collection:
All data will be captured utilizing the DTS fleet of mobile asset collection (MAC) vehicles while driving posted highway speeds on dry pavement and during daylight hours. DTS will utilize the City's centerline file to identify the routes to be driven in the most efficient manner. DTS will work with the City to determine the one-third of the network to be collected each year of the contract. The drive plan will prioritize the collection of roads using the most advantageous collection plan possible based on the location and continuity of these routes.

MAC Vehicle Specifications:
- **Forward right-of-way cameras:** color high definition 2048 x 2448 resolution, with 120 degree field of view in each
- **LRIS line scan pavement imaging system:** two laser illuminated downward progressive scan cameras, 4096 pixel image (12 feet wide image), 1 mm pixel resolution
- **Road Profiler:** 5 ASTM E950 class 1 sensor(s) with accelerometers
- **Inertial Measuring Unit (IMU):** Applanix POS-LV 220
- **Distance Measuring Unit (DMI):** BEI 5000 pulse quadrature encoder
- **Onboard Servers:** three 8-terabyte servers
- **GPS:** Trimble - one real time, two differential with OmniSTAR real time correction

The MAC images and data collected will be defined in the data element delivery structure required by the City and will adhere to data standards for consumption into CarteGraph with an Overall Condition Index (OCI). **The DTS MAC system collects all pavement and right of way images, IMU, DMI and profiler data concurrently.**

These images are clipped at a distance of 12 feet and saved as industry-standard JPEGs. DTS utilizes a process that automates the reduction of crack images in near real-time. Our proposed solution involves the collection of images and subsequent processing of those images within a 24-hour time period. DTS relocates the images to an on-site server at the end of the collection day and then processes the images overnight to mitigate the risks associated with conflicting processes running on the same CPU during the collection process. Right-of-way photographs will be collected every 25 feet or more frequently and will provide image coverage along the roadway for additional inventory of assets to be potentially extracted in the future such as signs, sidewalks, signals, ADA ramps, curb and gutter, light poles, etc.

Pavement Surface Imaging Rating:

DTS operates a fleet of pavement imaging sensors that are oriented from nadir (straight-down) to achieve the best perspective, laser-illuminated to ensure uniform image contrast and GIS-integrated to provide geospatial distress vectors (points, lines and polygons) that can be loaded and verified using GIS.

- DTS will utilize a downward-facing, progressive line scan camera that provides high-resolution images (1mm pixel, 4,000 pixels wide, and ~12feet width) of the pavement surface to clearly detect and quantify distresses.

- Pavement Surface Imaging (JPEG format) will span, at a minimum, the data collection lane from left lane stripe to right lane stripe, and will provide 100% continuous pavement coverage.
- Image resolution will be such that all visual cracking distresses can be accurately identified and quantified.
- Images will have a minimum horizontal resolution of 4,000 pixels or better.
- Images will be synchronized with the City's centerline file.
- DTS will collect longitudinal profile and roughness data (IRI) to provide a ride condition index for each segment to be used in calculation of the segment OCI.

Pavement Evaluation:

With the pavement image collection started, DTS will begin processing pavement images immediately to continue on a prompt delivery. This allows DTS to begin the pavement distress rating process concurrent with the image collection. DTS' pavement line scan images allow the pavement evaluator to determine the type, extent and severity of pavement distresses. DTS will also use industry standard Crack Scope software to map specific pavement distresses. Longitudinal, transverse and alligator (fatigue) distresses will be initially identified with this automated pavement distress processing software. This software provides an automated distress map of these distresses on each pavement image.

Once pavement images and distress mapping processing is complete for each collection day, DTS' experienced pavement evaluators will review each street segment image for a complete and thorough evaluation of the existing pavement condition per the ASTM D6433 pavement distress rating process. DTS' pavement evaluators have the ability to modify, delete or add to the longitudinal, transverse and alligator distress map at any time during the rating process utilizing DTS' remote sensing software EarthShaper™.

GIS Based Deliverables:

One capability unique to DTS is that we deliver an ArcGIS shapefile containing each longitudinal, transverse and alligator distress identified and catagorized by severity. Distress mapping provides the City with an additional 'point in time' reference for the pavement condition. GIS mapping of pavement distresses is a unique tool for guiding decisions while evaluating funding needs for the City's road network.

DTS has developed proven, systems-compatible technologies to view, manipulate and analyze transportation data. DTS understands how to maximize an agency's ability to make confident roadway management decisions, the criticality of accurate and quality data, and the importance of integrating user-friendly, desktop and/or web-based applications that enhance the user's ability to interact with the data efficiently and dynamically as well as seamlessly integrate with CarteGraph's PAVEMENTview and PAVEMENTviewPLUS. In fact, the DTS team is extremely focused on the "End User" experience. Our goal is to ensure that the pavement and right-of-way asset inventory and condition inspection data is accessible and useable for detailed analysis and reporting at the management level.

CarteGraph Integration:

DTS has a cadre of computer scientists on staff that work with ALL the relational databases and spatial data formats in the marketplace and have successfully matched the data schema needed for data imports to CarteGraph on over 20,000 miles of roads. DTS offers

unparalleled understanding of CarteGraph's system as we have integrated with CarteGraph software on several projects including Bexar County, TX; San Antonio, TX; Ascension Parish, LA; City of Golden, CO; Colorado Springs, CO; Pitkin County, CO; Jefferson County, CO; Charleston County, SC and Collier County, FL to name a few. DTS' workflow complements the CarteGraph PAVEMENTview and PAVEMENTviewPLUS analysis as DTS can provide a detailed database of type, severity and extent for all ASTM D6433 distress types. DTS also has experience with both CarteGraph Navigator and OMS software. The pavement data can be delivered per road segment or sample segment depending on the City's pavement survey procedures. DTS will integrate the collected pavement data and asset inventory into the City's CarteGraph database.

The pavement survey type/severity/extent database will be loaded into the City's CarteGraph pavement management software and then an Overall Condition Index (OCI) will be calculated. The CarteGraph-calculated OCI will serve as an indicator of the level of service (LOS) of the pavement segment. DTS will work with the City so that staff fully understands the pavement distress type/extent/severity database, database integration with CarteGraph, modeling pavement deterioration and predicting future performance, assessing rehabilitation needs and prioritizing rehabilitation work based on budgets.

Videologger – Web-based Review Solution: VUEPoint®:

VUEPoint is DTS' proprietary web-based videolog and pavement viewing application. DTS is recognized nationally for its custom application development serving the transportation sector. DTS previously utilized many different applications that boasted similar capabilities, but found them to be lacking typically in one area or another. As a result, we developed our own. Our viewer ingests data collected by our fleet of MAC vehicles as well as data from other collection platforms. VUEPoint allows for multiple camera views, comparison of images from year to year and a host of other features including:

- Query routes, and see roadway and right-of-way images on a route.
- Play the video after selecting a starting point on a road.
- Ingests a variety of roadway video data from several different vendors.
- Customize the view to see different data points for each segment (add columns to the data grid).
- Customize the view by selecting the number of camera images to display (from those available).
- A choice of resolution images (thumbnail and higher resolution images - if available).
- Optional pavement camera view display.
- The following parameters: route and LRS, cardinal direction (N, S, E and W), IRI parameters, distress levels, shoulder types, pavement types, curvature, number and length of lanes, surface area and other roadway characteristics that are stored in the GIS.

The VUEPoint viewer helps facilitate quality assurance. It allows pavement management personnel to take a virtual drive along the roadway without ever leaving the office. It saves time and money while providing a level of detailed information that is as good as if standing there in person. Moreover, the ability of our viewer to allow users to compare data across multiple years helps pavement management personnel get a real world perspective when elements of the data seem skewed. It allows them to see if there is a data anomaly or if the condition has really deteriorated as reflected in the data.

Final Report for Pavement Condition:

Once the OCI from CarteGraph software has been calculated, DTS will provide the Citty 3- and 5-year pavement rehab/resurfacing/repair programs based on the City's pavement condition evaluation. These program can be used to establish the City's annual maintenance budget. Our team will provide segment level pavement maintenance costs based on the City's maintenance practices. DTS will provide an Executive Summary annually since the City is collecting one-third of the network each year.

The 3- and 5-year work programs can be used for reporting budget needs or shortfalls to boards, commissions and committees. DTS has performed this task for many municipal government staff members on past projects and is well-versed in presenting relevant information to local officials and constituents that support the proposed fiscal budget requests.

A Final Overall Condition Index Report signed by a licensed Professional Engineer will be delivered for the project including:

- Executive Summary
- Project methodology and pavement data
- Street segment OCI
- Annual pavement maintenance program
- Budget deferral analysis
- Exhibits showing OCI and street segment length, lanes and pavement type
- Exhibits illustrating streets to be maintained based on annual budget and maintenance activity

DTS will deliver a final GIS shapefile containing collected pavement data, OCI value, recommended maintenance activities and cost information separate from CarteGraph modules if required.

Training:

The DTS team will provide the City of Arlington staff with the training required to effectively use the pavement management and CarteGraph tools presented in this proposal. The DTS team has an extensive background in training development and instructional design. Training development encompasses a variety of delivery formats: interactive computer-based training, interactive training, PowerPoint presentations, desktop training exercises, video scenarios with role-play and paper-based user manuals. Since DTS offers such a wide variety of training opportunities in various formats, we are able to take advantage of multiple learning styles. The City's personnel will benefit from this unique approach by making better use of time. DTS-developed training materials will provide a lasting resource for the City of Arlington personnel.

Quality Assurance/Quality Control:

DTS has a proven Quality Assurance/Quality Control procedure for all MAC image collection projects. DTS' QC procedures begin with our MAC collection process. For the City of Arlington, a MAC calibration site(s) will be established that consists of up to 9 point locations nailed, painted and surveyed in a location easily accessible to the MAC vehicle. This calibration site will be recorded in at least two perpendicular directions at the beginning and end of each collection day.

The MAC technician will check each camera's exposure rate, image quality and GPS and IMU operation to assure the MAC system is recording the image and that GPS, DMI, and IMU data as well as the GPS location are within the stated project tolerance. Each collection day's calibration collection will be documented in the MAC collection log book. The MAC collection log book also contains information such as date, location, technician and driver name, any issue that developed during the collection day and DMI calibration runs.

DTS will maintain a Microsoft Access database of any collection or other project issues. All project team personnel including City personnel will have access to the database to log comments, check the status of issues and have one central repository to track project issues and resolutions.

During image collection, the MAC technician reviews the images collected on screen as they are collected and any issue with image clarity requires the collection run to end and the image quality be resolved. Once resolved, the collection run will begin from the beginning for the road segment collected. The MAC technician also monitors GPS reception during collection. If GPS reception is lost, the MAC technician again stops the collection and resolves the GPS reception. Collection will begin again once the GPS reception issue is resolved. Any issues resulting in the collection run being stopped will be recorded in the MAC collection log book with the issue and resolution.

With a completed collection drive delivered to DTS headquarters in Orlando, images are post-processed and provided to the image QC Officer, Ryan Francoforte. Mr. Francoforte will perform quality control checks on each delivery provided by the collection team. Mr. Francoforte will visually review the collection routes for image quality. All collection runs that are considered of low quality will be marked for recollection before the MAC vehicle is allowed to leave the City of Arlington.
DTS will QC the collected MAC GPS data to verify the required tolerance of 1 meter by post-processing all raw inertial/GPS data against 1-second epoch continuously operating reference stations as well as utilizing the Texas GPS Network around project collection areas. The raw collected trajectory data will be compared against the processed trajectory data to verify collected accuracy levels. The accuracy of the trajectory is directly correlated to the accuracy of the images collected.

As an **innovative approach** to QC, DTS will perform a network accuracy check visually by creating Google Earth compatible KML files of the processed image points and visually assessing where point locations fall along the images. This will be used as a secondary quality check to assess if any collected points appear to be out of acceptable project specifications (not located near lane of travel).

DTS will QC each road segment to verify images are sequential and spaced at calibrated distances and will verify each hard drive delivery for file format, naming and structure prior to each delivery to the City's Project Manager. Any road segment found to not be collected in full length, both directions, or missing segments will be recollected and delivered.

Prior to all interim and final submittals to the City, DTS will perform a quality assurance review. A DTS officer will review all quality control memorandums and checks with the DTS Project Manager and Quality Control Office. This step assures the City that DTS has followed all of our stated quality control procedures, outlined in this response and our Quality Assurance/Quality Control manual.

DTS is committed to quality throughout the organization and certainly on behalf of its clients. All staff receives rigorous training with respect to the corporate quality assurance program. Our process is audited by internal and external project management and subject-matter experts. In the event an alternative QA/QC process is required or recommended, the City's Project Manager will document, in detail, the alternative QA/QC process and submit for approval by senior management prior to the project's commencement.

Project Schedule:

DTS Project Schedule					
Task	Description	Month 1	Month 2	Month 3	Month 4
1	Project Set-up / QA Plan				
2	Project Management				
3	Roadway Data & Image Capture				
4	Pavement Rating & Evaluation				
5	CarteGraph Import				
6	VUEPoint Videologger				
7	Training				
8	Pavement Management Plan with Executive Summary				

Project Fee:

City of Arlington, TX Pavement Data Collection Services Data Transfer Solutions Fee Proposal - May 15, 2014				
Task	**Description**	**Units**	**Unit Cost**	**Fee**
1	Verify City Street Network (units = hours)	36	$ 100.00	$ 3,600.00
2	Project Mobilization (yearly for 3 years)	3	$ 5,000.00	$ 15,000.00
3	Mobile Image and Pavement Data Collection (Lane Miles)	3016	$ 50.00	$ 150,800.00
4	Pavement Condition Rating (OCI Methodology)	3016	$ 56.00	$ 168,896.00
5	Cartegraph Import	1	$15,000.00	$ 15,000.00
6	Pavement Final Report and GIS Deliverables	80	$ 150.00	$ 12,000.00
7	VUEPoint Videologger (site license)	1	$20,000	$ 20,000.00
8	VUEPoint Annual Maintenance	2	$4,000	$ 8,000.00
9	Training	24	$ 150.00	$ 3,600.00
	Based on 3,016 Lane Miles			
			Fee Total	**$396,896.00**

Invoices shall be sent not more frequenly than monthly with associated progress report(s) and details sufficient for the City of Arlington. Fees shall be invoiced based on a percentage of completion and due in full within thirty (30) days of the receicpt of the invoice.

Staff Report

County Tax Collection Agreement	
City Council Meeting Date: 06/24/2014	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to execute an Agreement for the Collection of Taxes with Tarrant County Tax Assessor-Collector and Tarrant County relative to assessment and collection services of ad valorem taxes for the City of Arlington, in the estimated amount of $319,605, which represents a $92,329 increase over FY14 due to an increased number of accounts. These funds will be requested as part of the FY 2015 budget process.

PRIOR BOARD OR COUNCIL ACTION

On June 18, 2013, City Council authorized by Minute Order 06182013-002 the execution of a one-year agreement for the collection of ad valorem taxes with the Tarrant County Tax Assessor-Collector.

ANALYSIS

In FY 2003, the City contracted out the Tax Office operations and entered into an agreement with Tarrant County for the billing and collection of ad valorem taxes. The execution of this annual agreement between the City and the Tarrant County Tax Assessor-Collector for FY 2015 will continue the contracting of this function.

FINANCIAL IMPACT

The cost of this agreement for FY 2015 is $1.10 per tax account, for an estimated total of $319,605. The funding source for this contract will be the Treasury Division Account 140401-61002.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

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

Erin Roseman
Assistant Director of Fiscal Policy
817-459-6346
erin.roseman@arlingtontx.gov

TARRANT COUNTY TAX OFFICE

100 E. Weatherford, Room 105 • Fort Worth, Texas 76196-0301 • 817-884-1100
taxoffice@tarrantcounty.com

RON WRIGHT
Tax Assessor-Collector

April 11, 2014

Ms Erin Clark
Treasurer
ATTN: Erin Clark-Treasury Division MS 063-0820/PO Box 90231
Arlington, TX 76004-3231

Dear Ms. Clark,

I am pleased to enclose our tax collection contract for the coming year. Our collection fee for the coming year is $1.10 per property tax account, the lowest collection fee of any urban county in Texas. The fee for out of county accounts will be $2.60 per account

State law requires that I charge taxing entities my actual costs for tax collection.

Enclosed are two original renewal contracts for the assessment and collection of your ad valorem taxes by Tarrant County for the tax year 2014. After the contracts have been signed, please return **BOTH** copies to my office to the attention of Sheila Moore, Entity Liaison. I will mail a fully executed contract to you after the Commissioner's Court has made formal approval of the contract. This will be at the end of September, so the contract will be returned in October. If you require more than one original, please make a copy of the contract and mail all three back to my office. In order to have your contract in place prior to the upcoming tax season, I would ask that you have the properly executed contract returned to me no later than **July 31, 2014.**

In addition to your 2014 contract, I am enclosing an attorney confirmation form. Please fill out the requested information, sign and return to my office along with the collection contracts.

You will be invoiced for your collection commission by January 31, 2015 with payment due no later than February 28, 2015.

The time for rate calculations is rapidly approaching and many of you are already in budget preparations. Please remember the importance of getting the rate and exemption information to us prior to the **September 12th** rate submission deadline. My office will provide more information on this requirement in the near future.

If you have questions, please contact my Entity Liaison, Sheila Moore, at 817-884-1526, or you may contact me at 817-884-1106 or by e-mail rjwright@tarrantcounty.com.

Sincerely,

Ron Wright

Ron Wright,
Tax Assessor Collector
Tarrant County

COUNTY OF TARRANT § §

Agreement For the Collection of Taxes

Agreement made this _____day of_____, 2014, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the City of Arlington hereinafter referred to as **City**, whose address is ATTN: Erin Clark-Treasury Division MS 063-0820/PO Box 90231, Arlington, TX 76004-3231.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the City.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the City has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All City disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the City on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the City equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the City the following reports, if requested:

Daily:	General Ledger Distribution Report
Weekly:	Detail Collection Report (Summary)
Monthly:	Tax Roll Summary (Totals Only)
	Year-to-Date Summary Report
	Detail Collection Report (Summary)
	Distribution Report (Summary)
	Delinquent Tax Attorney Tape
Annual:	Paid Tax Roll
	Delinquent Tax Roll
	Current Tax Roll

A selection of the above listed Reports will only be available by internet access. The ASSESSOR/COLLECTOR will provide the City the General Ledger Revenue & Expense Report monthly as required by Sec. 31.10 of the Texas Property Tax Code.

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, compensation for the services rendered is a rate of one-dollar and ten cents ($1.10) per account located within Tarrant County, and two-dollars and sixty cents ($2.60) per account located outside Tarrant County. The number of accounts billed will be based on the October billing roll certified to the ASSESSOR/COLLECTOR, net of subsequent account additions and deletions made by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31, 2015** with payment to be received from the City by **February 28, 2015**.

The scope of services identified in this contract does not include the administration of a rollback election. In the event of

a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the City auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the City auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period.

V.
TAX RATE REQUIREMENT

The City will provide the ASSESSOR/COLLECTOR, in writing, the City's newly adopted tax rate and exemption schedule to be applied for assessing purposes by Friday, September 12, 2014. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the City.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the City of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the City shall be promptly transferred to the account of the City at the City's depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the City's funds from the COUNTY Depository to the City's designated depository.

VIII.
INVESTMENT OF FUNDS

The City hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the City during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the City all interest or other earnings attributable to taxes owed to the City. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the City.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the City of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the

Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the City's jurisdiction. The proportional share is based upon the City's percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the City is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the City to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the City and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 (changed order) and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the City through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the City for compensation to a Firm under contract to the City.

If the delinquent collection Attorney contracted by the City requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the City and will be added to the collection expenses and charged to the City.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out, and shall continue in effect during the 2014 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected, in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by written notice in accordance with this paragraph.

XIII.

MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ _____

RON WRIGHT, ***DATE***
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY

FOR City of Arlington

BY: _____ _____

DATE

TITLE: _____

FOR TARRANT COUNTY:

BY: _____ _____

B. GLEN WHITLEY ***DATE***
TARRANT COUNTY JUDGE

APPROVED AS TO FORM * AND CONTENT

BY: _____ _____

DISTRICT ATTORNEY'S OFFICE ***DATE***

*By law, the District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

DELINQUENT ATTORNEY CONFIRMATION
2014 TAX YEAR

Please complete the form below, have notarized and return with your entity contract

The Delinquent Attorney Firm for City of Arlington is
Name of Taxing Entity

Linebarger, Goggan, Blair & Sampson LLP
Name of Firm

Collection penalty % by ordinance, resolution or amendment authorizing attorney collection fees in accordance to Sections 33.07 and 33.08 Texas Property Tax Code is

20%
Percent

Collection penalty % by ordinance, resolution or amendment authorizing early turn over of this unit's business personal property in accordance to Section 33.11 Texas Property Tax Code is

20%
Percent

The effective date of the ordinance, resolution or amendment authorizing early turn over of this unit's business personal property in accordance to Section 33.11 Texas Property Tax Code is

September 25, 2007.
Month Day Year

If you change law firms you must notify Tarrant County Tax Office in writing

By signature below, the information contained in this form is deemed true and correct.

_____ _____
Authorized Signature Date

_____ _____
Printed Name Title

Sworn and Subscribed to before me on this the _____ day of _____, _____, to certify which witness my hand and seal of office.

_____
Notary Public in and for the
State of Texas
My commission Expires: _____

Staff Report

County BID Assessment Collection Agreement	
City Council Meeting Date: 06/24/2014	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to execute an Agreement for the Collection of Business Improvement District (BID) assessments with Tarrant County Tax Assessor-Collector and Tarrant County relative to assessment and collection services of special assessments for the Arlington Downtown BID, in the estimated amount of $450 for the 2014 tax year.

PRIOR BOARD OR COUNCIL ACTION

On June 18, 2013, City Council authorized by Minute Order 06182013-003 the execution of a one-year agreement for the collection of ad valorem taxes with the Tarrant County Tax Assessor-Collector.

ANALYSIS

In FY 2003, the City contracted out the Tax Office operations and entered into an agreement with Tarrant County for the billing and collection of ad valorem taxes. The County also provides assessment and collection services for special districts, including Public Improvement Districts and other special assessment districts. The execution of this annual agreement between the City of Arlington and the Tarrant County Tax Assessor-Collector for FY 2015 will authorize collection of the 2014 Downtown BID assessments on behalf of the City.

FINANCIAL IMPACT

The cost of this agreement for FY 2015 is $1.10 per tax account, for an estimated total of $450. The funding source for this contract is in the Arlington Downtown BID Account 3028-480701-61002.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Bruce Payne
Economic Development Manager
817-459-6114
Bruce.Payne@arlingtontx.gov

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

TARRANT COUNTY TAX OFFICE

100 E. Weatherford, Room 105 • Fort Worth, Texas 76196-0301 • 817-884-1100
taxoffice@tarrantcounty.com

RON WRIGHT
Tax Assessor-Collector

April 11, 2014

Ms Erin Clark
ATTN: Erin Clark-Treasury Division MS 063-0820/PO Box 90231
Arlington, TX 76004

Dear Ms. Clark,

I am pleased to enclose our tax collection contract for the coming year. Our collection fee for the coming year is $1.10 per property tax account, the lowest collection fee of any urban county in Texas. The fee for out of county accounts will be $2.60 per account

State law requires that I charge taxing entities my actual costs for tax collection.

Enclosed are two original renewal contracts for the assessment and collection of your ad valorem taxes by Tarrant County for the tax year 2014. After the contracts have been signed, please return **BOTH** copies to my office to the attention of Sheila Moore, Entity Liaison. I will mail a fully executed contract to you after the Commissioner's Court has made formal approval of the contract. This will be at the end of September, so the contract will be returned in October. If you require more than one original, please make a copy of the contract and mail all three back to my office. In order to have your contract in place prior to the upcoming tax season, I would ask that you have the properly executed contract returned to me no later than **July 31, 2014.**

In addition to your 2014 contract, I am enclosing an attorney confirmation form. Please fill out the requested information, sign and return to my office along with the collection contracts.

You will be invoiced for your collection commission by January 31, 2015 with payment due no later than February 28, 2015.

The time for rate calculations is rapidly approaching and many of you are already in budget preparations. Please remember the importance of getting the rate and exemption information to us prior to the **September 12th** rate submission deadline. My office will provide more information on this requirement in the near future.

If you have questions, please contact my Entity Liaison, Sheila Moore, at 817-884-1526, or you may contact me at 817-884-1106 or by e-mail rjwright@tarrantcounty.com.

Sincerely,

Ron Wright

Ron Wright,
Tax Assessor Collector
Tarrant County

COUNTY OF TARRANT §
§

Agreement For the Collection of Taxes

Agreement made this _____day of_____, 2014, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the Arlington Business Improvement District hereinafter referred to as **District**, whose address is ATTN: Erin Clark-Treasury Division MS 063-0820/PO Box 90231, Arlington, TX 76004.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the District.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the District has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All District disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the District on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the District equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the District the following reports, if requested:

Daily:	General Ledger Distribution Report
Weekly:	Detail Collection Report (Summary)
Monthly:	Tax Roll Summary (Totals Only)
	Year-to-Date Summary Report
	Detail Collection Report (Summary)
	Distribution Report (Summary)
	Delinquent Tax Attorney Tape
Annual:	Paid Tax Roll
	Delinquent Tax Roll
	Current Tax Roll

A selection of the above listed Reports will only be available by internet access. The ASSESSOR/COLLECTOR will provide the District the General Ledger Revenue & Expense Report monthly as required by Sec. 31.10 of the Texas Property Tax Code.

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, compensation for the services rendered is a rate of one-dollar and ten cents ($1.10) per account located within Tarrant County, and two-dollars and sixty cents ($2.60) per account located outside Tarrant County. The number of accounts billed will be based on the October billing roll certified to the ASSESSOR/COLLECTOR, net of subsequent account additions and deletions made by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31, 2015** with payment to be received from the District by **February 28, 2015**.

The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the District auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the District auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period.

V.
TAX RATE REQUIREMENT

The District will provide the ASSESSOR/COLLECTOR, in writing, the District's newly adopted tax rate and exemption schedule to be applied for assessing purposes by Friday, September 12, 2014. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the District.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the District of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the District shall be promptly transferred to the account of the District at the District's depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the District's funds from the COUNTY Depository to the District's designated depository.

VIII.
INVESTMENT OF FUNDS

The District hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the District during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the District all interest or other earnings attributable to taxes owed to the District. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the District.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the District of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the District's jurisdiction. The proportional share is based upon the District's percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the District is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the District to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the District and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 (changed order) and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the District through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the District for compensation to a Firm under contract to the District.

If the delinquent collection Attorney contracted by the District requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the District and will be added to the collection expenses and charged to the District.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out, and shall continue in effect during the 2014 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected, in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by written notice in accordance with this paragraph.

XIII.

MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ _____

RON WRIGHT, ***DATE***
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY

FOR Arlington Business Improvement District

BY: _____ _____

DATE

TITLE: _____

FOR TARRANT COUNTY:

BY: _____ _____

B. GLEN WHITLEY ***DATE***
TARRANT COUNTY JUDGE

APPROVED AS TO FORM * AND CONTENT

BY: _____ _____

DISTRICT ATTORNEY'S OFFICE ***DATE***

*By law, the District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

DELINQUENT ATTORNEY CONFIRMATION
2014 TAX YEAR

Please complete the form below, have notarized and return with your entity contract

The Delinquent Attorney Firm for Downtown Arlington BID is
Name of Taxing Entity

Linebarger, Goggan, Blair & Sampson LLP
Name of Firm

Collection penalty % by ordinance, resolution or amendment authorizing attorney collection fees in accordance to Sections 33.07 and 33.08 Texas Property Tax Code is

20%
Percent

Collection penalty % by ordinance, resolution or amendment authorizing early turn over of this unit's business personal property in accordance to Section 33.11 Texas Property Tax Code is

20%
Percent

The effective date of the ordinance, resolution or amendment authorizing early turn over of this unit's business personal property in accordance to Section 33.11 Texas Property Tax Code is

September 25, 2007.
Month Day Year

If you change law firms you must notify Tarrant County Tax Office in writing

By signature below, the information contained in this form is deemed true and correct.

_____ _____
Authorized Signature Date

_____ _____
Printed Name Title

Sworn and Subscribed to before me on this the _____ day of _____, _____, to certify which witness my hand and seal of office.

_____
Notary Public in and for the
State of Texas
My commission Expires: _____

Staff Report

Westador Neighborhood Plan	
City Council Meeting Date: 6-24-14	Document Being Considered: Ordinance

RECOMMENDATION

Approve an ordinance of the City of Arlington, Texas, amending the West Sector Plan component of the Comprehensive Plan to include the Westador Neighborhood Plan.

PRIOR BOARD OR COUNCIL ACTION

On May 7, 2014, the Planning and Zoning Commission recommended approval of the Westador Neighborhood Plan by a vote of 8-0-0.

On June 10, 2014, the City Council approved first reading of the Westador Neighborhood Plan by a vote of 8-0-0.

ANALYSIS

Neighborhood plans are tools that can address opportunities for change and promote stability in neighborhoods. They are the official City policy regarding the future of a neighborhood and contain recommendations developed by the neighborhood residents. Once approved and adopted by the Planning and Zoning Commission and City Council, the plan becomes an amendment to Arlington's Comprehensive Plan.

Westador Addition is a 13.5-acre subdivision located in central Arlington off Medlin Drive, just north of the intersection of West Mayfield Road and South Cooper Street. It is on the eastern edge of a larger residential area and adjacent to office, commercial, and institutional development. The neighborhood has access to Medlin Drive, but does not have any street connections into adjacent neighborhoods.

An initial meeting with several residents was held in April 2013 to discuss issues of concern affecting the Westador area. This was followed by a neighborhood-wide meeting that was held on June 17, 2013, at the Lake Arlington Branch Library. At this meeting, a volunteer task force was established to help guide the neighborhood planning process for Westador.

The task force worked with and advised staff during the preparation of the plan, and served as the liaison between Westador residents and the City. In addition, the volunteers walked the neighborhood to discuss ideas and issues with residents, coordinated efforts to distribute and collect information through surveys, and involved residents in creating and ranking goals and strategy statements.

The draft plan was presented to the residents at a neighborhood meeting held on April 8, 2014, at the West Arlington Police Service Center. The proposed plan includes a vision statement, goals, and associated strategies. The plan focuses on both short- and long-term efforts to address concerns and change in and around the Westador area. The neighborhood proposes five goals as part of the plan. These goals are supplemented with more detailed objectives and strategy statements. The goals include:

1. Strengthen the Westador community and further develop neighborhood relationships between residents and with public agencies.
2. Improve the economic development conditions along the South Cooper Street and West Mayfield Road corridors.
3. Create a positive community image and instill community pride.

4. Create a neighborhood free from crime.
5. Protect the neighborhood from the effects of traffic.

As part of the project, the neighborhood sought assistance from the Arlington Urban Design Center to develop ideas for enhancements to the entrances to Westador and streetlights within the neighborhood. Design concepts are included in the plan document. The neighborhood will explore grant funding opportunities to implement these ideas.

FINANCIAL IMPACT

None

ADDITIONAL INFORMATION

Attached:	Ordinance Westador Neighborhood Plan
Under separate cover:	None
Available in the City Secretary's office:	None

STAFF CONTACTS

James F. Parajon, AICP
Director
Community Development and Planning
817-459-6666
Jim.Parajon@arlingtontx.gov

Clayton Husband, AICP
Principal Planner
Community Development and Planning
817-459-6668
Clayton.Husband@arlingtontx.gov

Ordinance No. 14-___

An ordinance adopting the Westador Neighborhood Plan, a component of the West Sector Plan of the Arlington Comprehensive Plan

WHEREAS, Texas Local Government Code, Section 213.002, authorizes municipalities to adopt a comprehensive plan for the long-range development of the municipality; and

WHEREAS, the Comprehensive Plan for the City of Arlington was adopted on December 15, 1992, by Ordinance No. 92-133, as the Master or General Plan for the City of Arlington and its extraterritorial jurisdiction to guide the overall physical growth of the community and the provision of public facilities and services; and

WHEREAS, the West Sector component of the Comprehensive Plan was adopted by Ordinance No. 01-115 on October 23, 2001, which outlined issues and strategies to create a distinctive community with well-maintained, quality neighborhoods working in partnership with each other and with other agencies to provide a safe, clean, and pleasant place to live, work, and shop; and

WHEREAS, in an effort to address both opportunities for change and promote stability in neighborhoods, the Community Development and Planning Department created a process for neighborhood planning designed to emphasize direct resident involvement and high levels of citizen participation; and

WHEREAS, in June 2013, the City began working with the residents of the Westador neighborhood on preparing a plan for their neighborhood, a 13.5-acre area generally located east of Medlin Drive and north of the intersection of South Cooper Street and West Mayfield Road; and

WHEREAS, on May 7, 2014, a public hearing was held before the Planning and Zoning Commission at which the public was given the opportunity to give testimony and present written evidence; and

WHEREAS, the Planning and Zoning Commission forwarded to the City Council a recommendation to approve the Westador Neighborhood Plan as a component of the West Sector Plan of the Arlington Comprehensive Plan; and

WHEREAS, on June 10, 2014, a public hearing was held before the City Council at which the public was given the opportunity to give testimony and present written evidence; NOW THEREFORE

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

1.

That the City Council approves the Westador Neighborhood Plan as a component of the West Sector and the Comprehensive Plan of the City of Arlington, Texas.

2.

Further, the City Council recommends the development of alliances necessary to accomplish the strategies identified in the Westador Neighborhood Plan.

3.

Further, the Westador Neighborhood Plan is intended to be used as the official City policy for evaluating and reviewing development proposals in areas within and adjacent to the neighborhood.

4.

A copy of the Westador Neighborhood Plan is attached hereto and incorporated herein for all intents and purposes.

PRESENTED AND GIVEN FIRST READING on the 10th day of June, 2014, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the 24th day of June, 2014, by a vote of ___ ayes and ____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

_____
ROBERT N. CLUCK, Mayor

ATTEST:

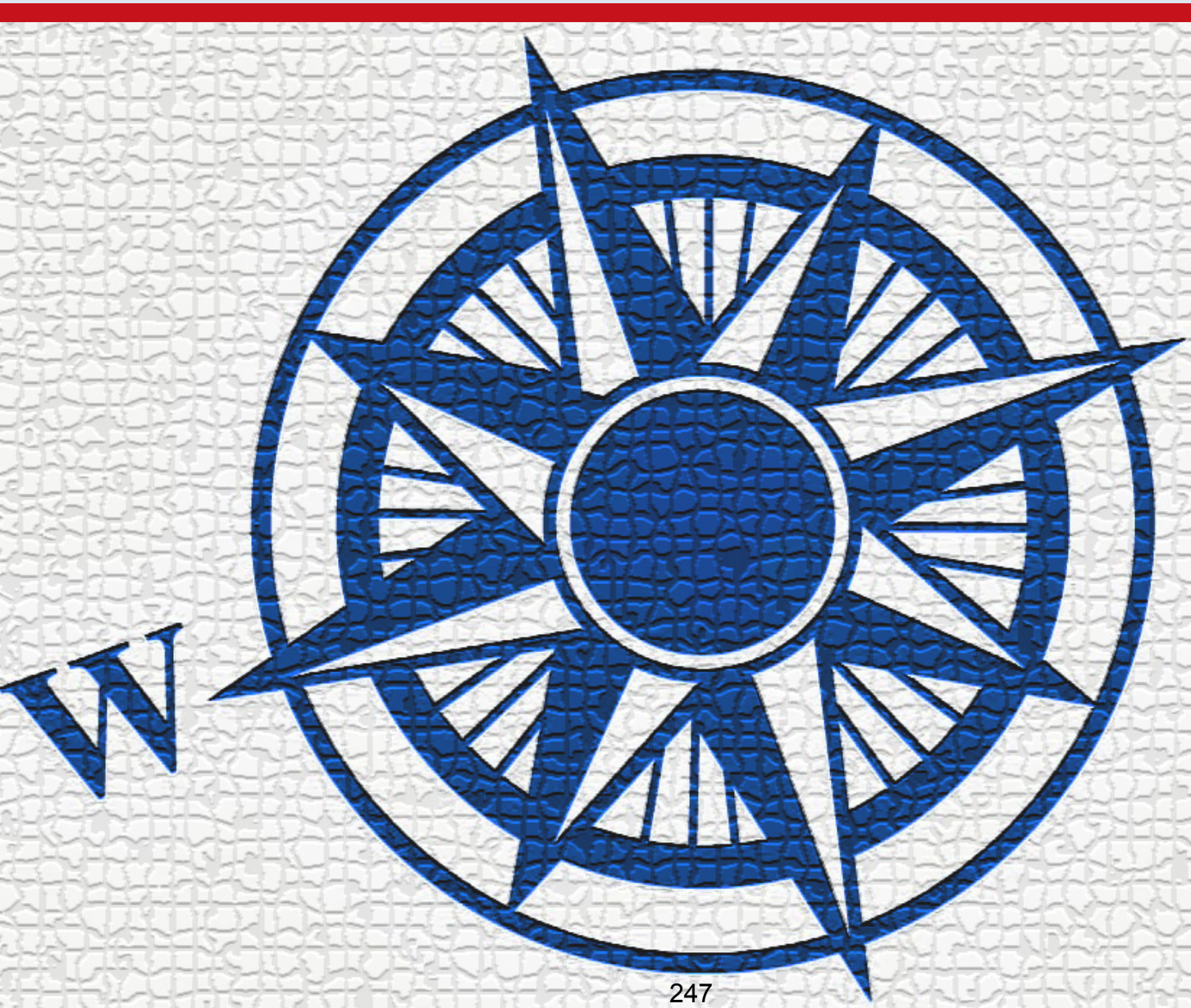
_____
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
JAY DOEGEY, City Attorney

BY _____

WESTADOR
NEIGHBORHOOD PLAN

MAY 2014



ACKNOWLEDGEMENTS

The Westador Neighborhood Plan is the direct result of the dedication and effort of the residents of the neighborhood and the volunteer task force.

WESTADOR NEIGHBORHOOD PLAN TASK FORCE

Randy Hendricks
Judy Northup
Carole Lemonds
Martha Martin

MAYOR AND CITY COUNCIL

Dr. Robert Cluck, Mayor
Charlie Parker, District 1
Sheri Capehart, District 2
Robert Rivera, District 3
Kathryn Wilemon, Mayor Pro Tempore, District 4
Lana Wolff, District 5
Robert Shepard, District 6
Jimmy Bennett, District 7
Michael Glaspie, District 8

PLANNING AND ZONING COMMISSION

Kevin McGlaun, Chair
Clete McAlister, Vice Chair
Brandon Hill
Michael Talambas
Vera McKissic
Larry Fowler
Samuel Smith III
Ron Smith
Harry Croxton

CITY OF ARLINGTON

City Manager's Office

Trey Yelverton, City Manager

Community Development & Planning Department

Jim Parajon, AICP, Director
Bridgett White, AICP, Assistant Director
Alicia Winkelblech, AICP, Planning Manager
Clayton Husband, AICP, Principal Planner

Police Department

Jeff Matthews, Deputy Chief - West District
Kelly Velder, Lieutenant - Sector T
Brad Norman, Sergeant - Beat 380
Doug Glotfelty, Police Officer - Administrative Services

Code Compliance

Misty Gutierrez, Field Operations Manager - West
Gabriel Sanchez, Code Compliance Officer

Arlington Urban Design Center

Lyndsay Mitchell, AICP, Principal Planner
Ryan M. Brown
Zoha Niazi

Placeholder for adopting ordinance

Placeholder
for adopting
ordinance

- Our Vision -

We envision Westador to be a place where...

People want to live and raise their families.

Neighbors are encouraged to know one another and to celebrate together.

People can work and shop at a variety of local businesses, and where those businesses can thrive.

Residents value the safety and education of children.

People feel safe and comfortable.

Residents volunteer their time and resources to help improve the neighborhood and help neighbors in need.

Taking Pride in Westador

Westador Addition started as a quiet little subdivision on the far south side of Arlington when the population was approximately 70,000 in 1972. Six Flags was just a few years old and Major League Baseball was just arriving in town. Well, we have come a long way since 1972 and Westador has seemed to remain a stable neighborhood for more than 40 years – quite an accomplishment!

Now, our little subdivision lies very near the geographic center of the Arlington city limits and the areas around us are beginning to transition from growth to more mature uses. The Parks Mall brought significant retail growth to the south and with that came more traffic and other big city issues.

Several of us thought it would be a good idea to pursue a partnership with the Community Development & Planning Office at City Hall and work on a neighborhood plan for Westador. As part of the Arlington Strong Neighborhood Initiative (ASNI) program, we are fortunate to be able to partner with the City and work on a neighborhood plan.

For that plan to be effective, we need to know the concerns from our Westador neighbors. With the input and cooperation of our neighbors, we are working on the development of a formal Neighborhood Plan. This Neighborhood Plan will address the highest priority issues and concerns facing our neighborhood today and into to the future.

Once this plan is drafted and approved by the neighborhood it will be presented for approval by both Planning & Zoning and City Council. Once approved, it will be adopted as part of the overall Arlington Comprehensive Plan. Our issues will be outlined in the Plan and we will have a collective voice with our City. This formalized partnership with the City allows us to address current issues and future threats that will undoubtedly face our neighborhood in the future.

Our goal is to keep Westador strong and united. This will protect our collective investments in this neighborhood and allow us to partner with various City departments to deter crime and address issues as they may arise in the future. Our collective voice is much stronger than individual voices when dealing with our issues.

Our Police Department has already indicated a willingness to work with us to continue to prevent crime in our neighborhood. They do not have the resources to be everywhere and depend on citizens and strong neighborhood groups to be their eyes and ears to report suspicious activity before someone becomes a victim.

Lastly, the City has grant funds that can be utilized for projects to strengthen its neighborhoods. This can include additional lighting, decorative street signs, enhanced landscaping, etc. In fact, we have already taken advantage of grant funds for the "Westador Addition" sign toppers that you see throughout the neighborhood. This is a formalized effort to continue that program and further strengthen our "Taking Pride in Westador".

Thanks for your input and support…

- Westador Neighborhood Plan Task Force

WESTADORNEIGHBORHOOD

STUDY AREA PROFILE

Westador Addition is located in central Arlington off Medlin Drive, just north of the intersection of West Mayfield Road and South Cooper Street. Westador is a 40-lot subdivision covering 13.5 acres. The neighborhood has access to Medlin Drive, but does not have any street connections to the adjacent neighborhoods.

The areas north and west of the neighborhood are developed as single-family residences. Advent Lutheran Church is adjacent to the neighborhood on the south. Across Medlin Drive are a variety of offices, retail stores, and commercial uses. There are no public or private parks within Westador. The closest parks are the California Lane site and H.A.D. Dunsworth Park.

Westador is located within the Arlington ISD, and is served by Short Elementary (2000 California Lane), Gunn Junior High (3000 S Fielder Road), and Arlington High School (818 W Park Row).

None of the properties is listed in the Arlington Historic Resources Survey Update 2007. This area is in the West Planning Sector, City Council District 4, and the 76015 ZIP Code.

NEIGHBORHOOD PLANNING PROGRAM

The City of Arlington's Neighborhood Planning program is an effort to both address opportunities for change and promote stability in neighborhoods. A Neighborhood Plan is the official City policy regarding the future of a neighborhood, and it contains recommendations that are created by the neighborhood residents. The plan, once approved and adopted by the Planning and Zoning Commission and the City Council, becomes an amendment to Arlington's Comprehensive Plan.

TASK FORCE

An initial meeting with several residents was held in April 2013 to discuss issues of concern in the Westador area. This was followed by a neighborhood-wide meeting that was held on June 17, 2013, at the Lake Arlington Branch Library. After this meeting, a volunteer task force was established to help guide the planning process for Westador.

The task force worked with and advised staff during the preparation of the plan, and served as the liaison between Westador residents and the City. In addition, the volunteers canvassed the neighborhood to discuss ideas and issues with residents and coordinated efforts to distribute and collect information through surveys.

One of the initial exercises conducted by the residents was to identify neighborhood issues. The task force used a technique known as SWOT Analysis, which analyzes the strengths, weaknesses, opportunities, and threats in the neighborhood. This analysis helped identify the positive and negative issues that face Westador from an internal and external point of view, and many ideas were discussed and evaluated. The results from this brainstorming session were used to determine the goals and strategy statements for the neighborhood plan. A full list of the issues for each category, and the associated ranking, is included in the Appendix.

After the goals and strategy statements were developed, the task force sought feedback and input from the residents. This was done using an internet-based survey program. Residents were asked to rank each statement on a scale of "strongly agree" to "strongly disagree". Rankings were received from 25% of the households. Overall, the statements developed by the task force were well received by the neighborhood residents.

NEIGHBORHOOD SURVEY

In conjunction with the preparation of the neighborhood plan, a voluntary neighborhood survey was provided to all residents in Westador. The purpose of the survey was to gather general information and opinions about issues and to offer an opportunity to allow residents who could not participate in meetings to be able to provide input on the issues discussed in the plan.

The survey contained questions related to neighborhood conditions and land use issues; streets, sidewalks, and traffic; and public safety. The survey was conducted using an internet-based survey program, supplemented by paper copies as needed. Residents were notified about the survey by email and by door hangers. At the end, 25 surveys were completed for a response rate of 62%.

Responses to the survey are noted throughout this document in relevant locations. A full copy of survey results, including responses to open-ended questions, is listed in the Appendix.

RELATIONSHIP TO EXISTING ADOPTED PLANS

Westador is located in the West Sector Plan area. While this sector plans has not been updated since its completion in 2001, it represents the current planning policy and directions in Arlington.

The Westador Neighborhood Plan is a further refinement of the West Sector Plan, and represents the future desired by residents for growth and development in and around the neighborhood. The direction in the neighborhood plan is considered the current policy for the planning in the area.

AMENDMENTS TO THE PLAN

The Westador Neighborhood Plan is intended to be a dynamic document that responds to changing conditions within the neighborhood. As circumstances change and new issues arise, the neighborhood plan must be revised or updated as needed. Proposed amendments should be made after thoughtful and careful analysis and input from residents.

IMPLEMENTATION

Adoption of the plan by the City demonstrates its overall commitment to implementing the Westador Neighborhood Plan. However, each action item requires separate and specific execution through the individual or joint efforts of Westador residents, the City of Arlington, and other agencies and organizations.

NEIGHBORHOOD STRATEGIES AND ACTIONS

The topics presented in the following sections were identified by the residents as crucial in realizing the vision for Westador. Each section describes a goal along with a listing of strategies and action items designed to help Westador achieve that goal.

The topics include the following:

- Community Network
- Land Development
- Community Image
- Public Safety
- Traffic and Streets

COMMUNITYNETWORK

GOAL
Strengthen the Westador community and further develop neighborhood relationships between residents and with public agencies.

CITY AND SCHOOL RELATIONSHIPS

City Council. Sustain a constructive relationship with the city council member that represents the area.

Police Department. Maintain a relationship with the police officers that serve Westador and the surrounding area. Invite the officers to neighborhood meetings and gatherings. Ensure that residents have contact information for the officers. Encourage residents to take part in the Citizens On Patrol program. Consider creating a neighborhood watch group for Westador.

Fire Department. Keep informed about basic life-safety issues by taking part in education programs offered to the public.

Code Compliance. Build a strong and cooperative relationship with the code compliance officers that serve Westador and the surrounding area. Encourage residents to take part in the Code Rangers program.

Arlington ISD. Maintain an open line of communication with the school principals at Short Elementary and Gunn Junior High schools. Take part in the annual Tailgate Arlington program that supports the Arlington ISD Educational Foundation.

WESTADOR NEIGHBORHOOD GROUP

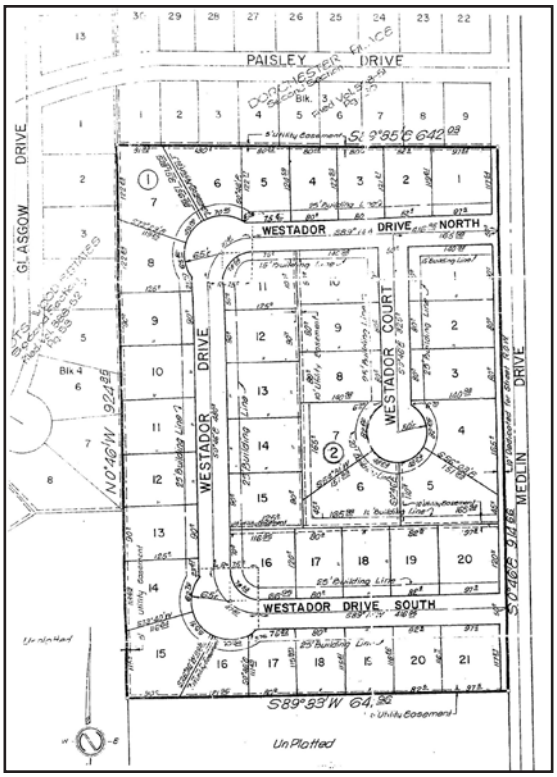
Develop a communication strategy for the group.

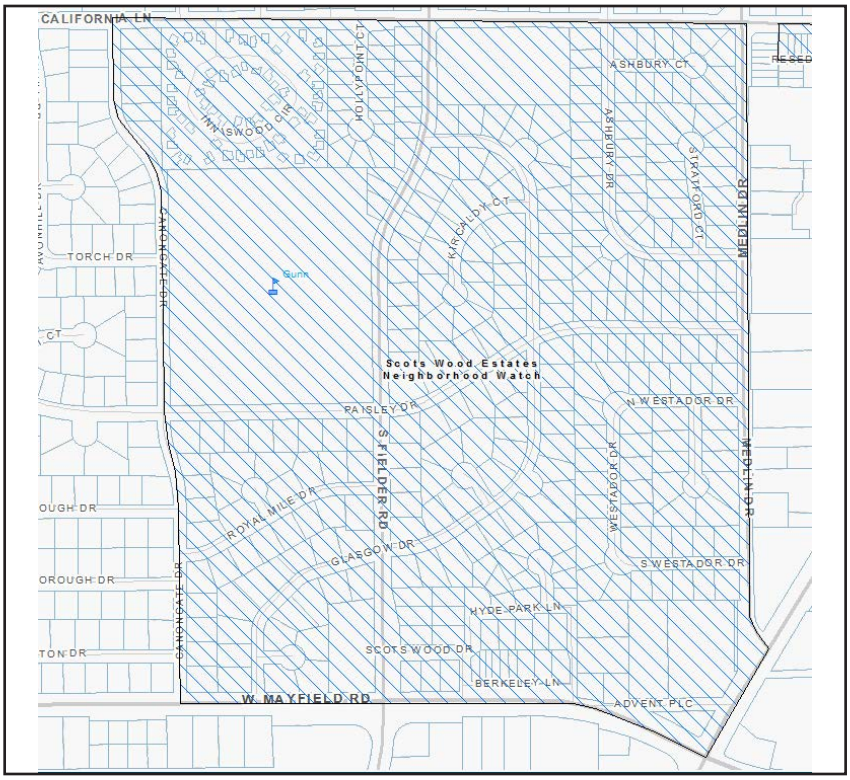
Utilize email, websites, and social media to communicate about neighborhood issues and events.

Collaborate with Scotswood and adjacent neighborhoods to build a broad social network.

Provide an opportunity for neighbors to get to know each other by holding seasonal events in the neighborhood.

The Westador neighborhood's relationship with public agencies is critical in addressing the needs and issues in the area. The Westador Neighborhood Plan formalizes these relationships with a set of goals, strategies, and actions that may be used to coordinate solutions for the benefit of both the neighborhood and the public.





Westador was platted in 1971 and developed by West Park Development Company. The subdivision originally had 41 lots, but 2 lots on Westador Drive were consolidated in 1999. All houses were constructed between 1972 and 1975. Almost every house is owner-occupied, resulting in a stable, close-knit community that takes pride in the neighborhood.

The map on the right shows the Scots Wood Estates Neighborhood Watch area, which extends from Medlin Drive to Cannongate Drive, and Mayfield Road to California Lane. Though Westador is part of this larger group of 386 properties, there is interest in forming a separate community watch group for Westador.

Westador is served by Short Elementary School, Gunn Junior High School, and Arlington High School. The neighborhood actively support the schools. Both Short and Gunn are located less than one mile from the neighborhood.

Short Elementary and Westador share a historical connection with the Johnson Station area. Just east of the neighborhood is the historic location of Johnson Station, one of area's first settlements. The Johnson Station School, which was active in the community for 76 years, closed in 1970 as a new elementary school opened. This new school was named for Beatrice Short, who taught at Johnson Station School for the majority of her 49-year career.

LANDDEVELOPMENT

GOAL
Improve the economic development conditions along the South Cooper Street and West Mayfield Road corridors.

FUTURE DEVELOPMENT AROUND WESTADOR

Monitor development activity in the following areas to protect Westador from incompatible development.

Medlin Drive. Limit future development to offices on the east side of the road and residential on the west side.

South Cooper Street. Encourage development of retail, office, and personal service stores. Discourage heavy commercial, industrial, or auto-related development. Encourage the City to evaluate the need for the amount of industrial zoning in the overall area.

Mayfield Road. Discourage any encroachment of Advent Lutheran Church or subsequent users into the Westador neighborhood. Encourage retail or office development on the vacant property at the southwest corner of Cooper Street.

California Lane. Monitor requests for zoning changes or development.

ECONOMIC DEVELOPMENT

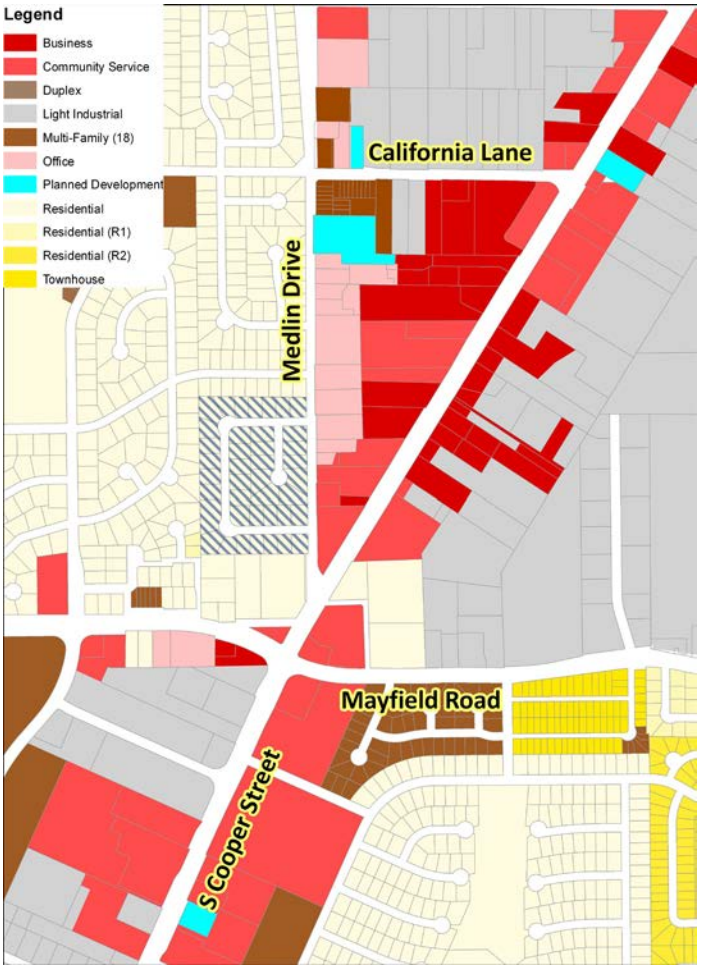
Pursue the development of a grocery store or supermarket to serve the area.

Promote the businesses and stores that enhance the livability of our neighborhood and that complement the local heritage of the Johnson Station area east of Westador.

Advent Lutheran Church, located at 3232 South Cooper Street, is immediately south of Westador. The church owns approximately 5.3 acres of land that includes the main church building and four lots to the west.

As the campus grows in the future, there are concerns that property on Westador Drive South might be sought after for purchase.

The Westador Neighborhood Plan encourages campus growth to occur to the west on property under common ownership. Growth to the north is discouraged in order to maintain the integrity of the Westador neighborhood.



The zoning and land uses in the area can have an effect on the character and livability of a neighborhood. The map on the above left shows the zoning districts in the area near Westador. The frontage on South Cooper Street is predominantly zoned for retail, office, and service uses; however, there is also a considerable amount of industrial zoning. In order to protect Westador and the other residential areas west of Medlin Drive from incompatible development, it is recommended that properties on the east side of Medlin Drive develop as office uses.

The type of development in the Mayfield Road corridor can also influence the residential areas around Westador. The north side of Mayfield Road is currently developed as a mix of residential housing, including single family detached, townhouses, zero-lot-line houses, and condominiums. The south side of Mayfield Road is primarily developed with office, retail, and industrial uses. The vacant lot at the southwest corner of South Cooper Street is the proposed site for a RaceTrac convenience store with gasoline sales. While this new investment is desirable in the area, it is recommended that commercial development only occur on the south side of Mayfield Road.

COMMUNITYIMAGE

GOAL
Create a positive community image and instill community pride.

NEIGHBORHOOD CHARACTER

Explore the use of a conservation district overlay to help protect the neighborhood character.

Seek grant funding to beautify and enhance the entrances on Medlin Drive and, if possible, the street frontage behind the retail center. Request design assistance from the Arlington Urban Design Center.

Study the possibility of adding new lighting and replacing the streetlights with decorative poles through grants or other funding sources.

Encourage utility companies to carefully maintain the trees next to power lines so the trees retain a pleasing appearance.

Request additional streetlights on Paisley Drive between Glasgow Drive and Medlin Drive and between Glasgow Drive and Fielder Road.

CODE COMPLIANCE

Monitor the appearance of neighborhoods in area of Westador and report potential code violations as necessary.

Work with the City to improve the appearance of businesses on Medlin Drive to keep the properties free of trash, litter, and other nuisances.

Create a clean and safe neighborhood area. Be vigilant in reporting possible code violations to the City.

Encourage interested residents to participate in the Code Ranger program.

The entrance to Westador Drive North on Medlin Drive. The appearance of the entrance should be enhanced with landscaping, lighting, and signage. These improvements will better reflect the vision that Westador residents have for the neighborhood. Residents plan to work with the Arlington Urban Design Center to develop plans for improvements to present to the residents. The neighborhood will seek grant funding to assist with the cost of materials and installation.

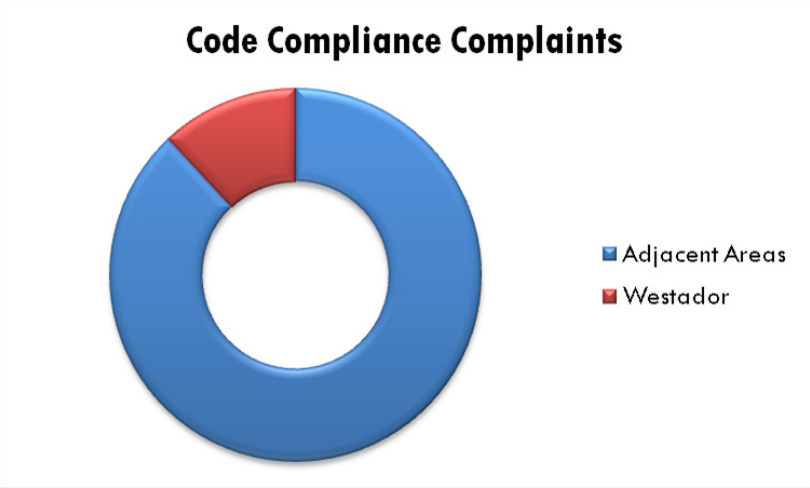
The neighborhood survey conducted during July and August 2013 indicated that 87% of those surveyed were in favor of exploring plans and grant funding opportunities to enhance the entry ways. Included in the survey was general support for considering the installation of security cameras as a crime prevention measure.

The appearance of the commercial properties along parts of Medlin Drive are a primary concern for residents of Westador. The entries into the neighborhoods face the rear of the commercial businesses on South Cooper Street. There is no fencing or landscaping to soften the look of the blank walls or parking areas. Residents state that blowing trash and noise from the businesses affect the neighborhood. The trash containers in the rear are not screened as required by City codes, and steps to correct this particular issue should be taken as soon as possible.

Top 10 Code Complaints Within 1,000 Feet of Westador

Complaint	Number
High Weeds and Grass	54
Unclean Premises	51
Overhanging Tree Limbs	38
Stagnant/Foul Water	20
Illegal Watering	17
Sign Violation	17
Parking in the Yard	16
Nuisance Outside Storage	15
Nuisance Landscape	12
Nuisance Vehicle	12

Source: City of Arlington Code Compliance



The table above shows the top ten code complaints reported in the Westador area between July 2009 and October 2013. During this period there were 368 complaints, with only 44 (12%) of those reported in the Westador neighborhood. Over half of the noted violations were corrected by the property owner.

Respondents to the neighborhood survey indicated that dilapidated fences, property cleanliness, trash, and weeds/unmowed grass were problems within the area surrounding Westador. The most common problem with Westador noted by residents was the presence of stray animals. A complete list of survey responses is included in the appendix.

PUBLICSAFETY

GOAL
Create a safe neighborhood free from crime.

ENHANCE NEIGHBORHOOD SECURITY

Seek grant funding for the installation of security cameras in conjunction with landscaping at the entrances into the neighborhood.

Encourage residents to attend the Arlington Citizens Police Academy or Citizens On Patrol programs.

Invite the Arlington Fire Department to make presentations about fire and life safety at neighborhood meetings.

NEIGHBORHOOD COORDINATION

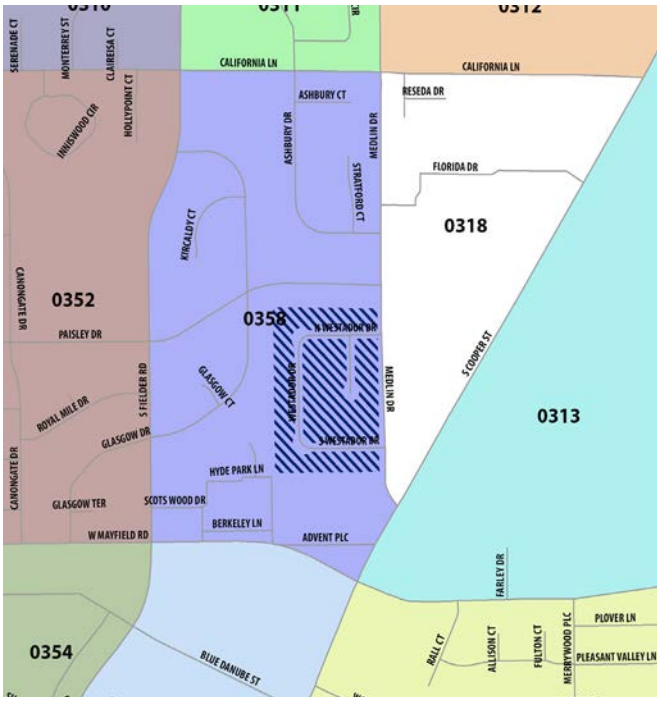
Create a new community watch group for Westador. Ensure that the Westador group actively communicates with the Gunn Watch Group and other local watch groups.

Utilize internet-based neighborhood networks for communication with area community watch groups. (such as Nextdoor, i-Neighbors, Facebook)

Participate in National Night Out events every year.

Residents of Westador gathered for National Night Out on October 1, 2013. Kathryn Wilemon, Mayor Pro Tempore and Council Member representing District 4, dropped by and addressed the residents, along with APD Deputy Chief Jeff Matthews. Also, City staff from the Police, Fire, and Community Development and Planning departments stopped by the neighborhood to speak with residents and discuss the neighborhood plan project. Residents enjoyed seeing and hearing from Ms. Wilemon and City staff. As part of the gathering, residents collected socks and underwear for students at Short Elementary School.

Westador is part of the Scots Wood Estates Neighborhood Watch. Since the neighborhood does not have street connections with any other residential area, Westador may consider forming their own community watch group. This would enhance current activities and strengthen the social network within the neighborhood.



The map above shows Westador in relationship to the police reporting areas (PRA) around the neighborhood. Westador is located on the edge of PRA 358 and PRA 318, with Medlin Drive being the boundary between the two areas.

Survey respondents indicated that crime was not a problem within Westador, but thought it was more of a problem in the surrounding area.

The table to the right shows police calls in PRA's 358 and 318 between September 2012 and August 2013. The perception of crime by the residents and actual police calls are in general agreement. Reports of theft, commercial burglary, and criminal mischief were three of the most common reports in PRA 318.

The Westador Neighborhood Plan encourages residents to take a leadership role in public safety by participating in the Citizen Police Academy or the Citizen On Patrol programs. These programs are designed to develop citizen awareness and public understanding of law enforcement, and to train citizens to work with the police department to help pinpoint suspicious and criminal activity.

Type of Call	PRA 358	PRA 318	TOTAL
Alarm - Commercial	10	28	38
Theft	2	19	21
Other	0	15	15
Alarm - Residential	13	0	13
No Alarm Permit	0	13	13
Burglary - Commercial	1	9	10
Criminal Mischief Report	4	4	8
MISD Warrant Service	2	6	8
Criminal Trespass Warning	1	6	7
Burglary - of a Vehicle	2	4	6
Accident - Hit and Run	3	2	5
Alarm - Holdup	0	5	5
Death Investigation	2	2	4
Accident - Major	0	3	3
Assault - Aggravated	0	3	3
Assault Report - Unknown	1	2	3
Assault - Domestic	2	1	3
Burglary - Residential	2	1	3
Forgery Report	1	2	3
Public Intoxication	0	3	3
Threat / Harassment	1	2	3
Accident - Minor	0	2	2
Burglary - Other	1	1	2
Driving While Intoxicated	1	1	2
Fraud	1	1	2
Possession of Marijuana	1	1	2
Accident - DWI	1	0	1
Injured Person	1	0	1
Parking Violation	1	0	1
Reckless Damage	1	0	1
Suspicious Person	1	0	1
Theft of Motor Vehicle	1	0	1
	57	136	193

Source: City of Arlington Police Department
September 1, 2012 - August 31, 2013

TRAFFIC | STREETS

GOAL
Protect the neighborhood from the effects of traffic.

TRAFFIC

Install "no through street" signs on each entrance into Westador.

Ask the City to evaluate the intersection of Medlin Drive and California Lane to enhance traffic safety.

Encourage the police department to monitor speeding traffic on Medlin Drive between Cooper Street and California Lane.

Discourage the creation of additional streets or driveways that provide cut-through traffic connections between Cooper Street and Medlin Drive.

STREETS

Improve the walkability of the area by completing sidewalks on the east side of Medlin Drive between Cooper Street and Arkansas Lane. Discourage the construction of sidewalks on the streets internal to Westador.

Request the City re-evaluate Medlin Drive on the Thoroughfare Development Plan and consider reclassifying the street from four lanes to two lanes.

Report street pavement problems to the City as the need arises.

Medlin Drive,which provides the only access to the Westador neighborhood, is classified as a 4-lane Major Collector street on the Thoroughfare Development Plan. It is located approximately 1,200 feet east of South Fielder Road, and connects South Cooper Street with West Arkansas Lane. Given that both South Fielder Road and South Cooper Street carry significantly more traffic and provide much wider access, Medlin Drive should be evaluated to determine if the classification could be changed or the future number of lanes reduced. The future design of the street should take into account the context of the area with its mix of single family residences, institutional uses, and offices.

The intersection of Medlin Drive and California Lane is controlled by a 4-way stop and flashing light. Residents have noted concerns about the visibility of the stop signs and light at the intersection, the potential for drivers to run the stop signs, and the possibility of accidents. There have been no signalization studies conducted in the past, and traffic counts are not available for Medlin Drive. Traffic counts on California Lane near Fox Hill Drive (west of Fielder Road) shows volumes ranging from 4,679 vehicles in 2009 to 5,411 vehicles in 2012.

There is a gap in the sidewalk systems on the east side of Medlin Drive between South Cooper Street and California Lane. The gap is on a vacant lot at 3011 Medlin Drive. The missing sidewalk is a safety concern for pedestrians and the elderly in the area that use motorized carts. The sidewalk should be installed when the property develops or sooner if possible.

Westador is a heavily-treed area, blocking the existing tall street light poles and fixtures. A potential improvement project to consider is replacing the existing lighting with shorter decorative poles. Placing the light lower to the ground would enhance the neighborhood's appearance and provide better lighting.

APPENDICESBACKGROUND

CONTENTS

Historical Context. A narrative about Westador's historical context in the Johnson Station area.

SWOT Analysis. A listing and ranking of issues developed from the analysis of strengths, weaknesses, opportunities, and threats.

Property Data. A list of all properties in Westador, including market value, year constructed, and structure size.

Neighborhood Survey. A complete list of all responses from the neighborhood survey conducted in July 2013.

Neighborhood Beautification. Presentation of beautification design plans completed by the Arlington Urban Design Center.

WESTADOR LIES WITHIN THE HISTORIC JOHNSON STATION AREA

Arlington, a community that today ranks among the 50 most populous cities in the country, began life as a struggling and besieged frontier fort established when Texas was still a republic. Fifteen U.S. cities, towns, and villages across the nation bear the name "Arlington," the largest of which in both area and population— as befits the bigger-in-Texas mode — resides in the Lone Star state.

With a population of more than 365,000 and spread across 99 square miles, Arlington is located midway between Fort Worth and Dallas. In both population and area, it has a unique distinction other than its 49th-in-population standing. It is the largest "mid" city in America.

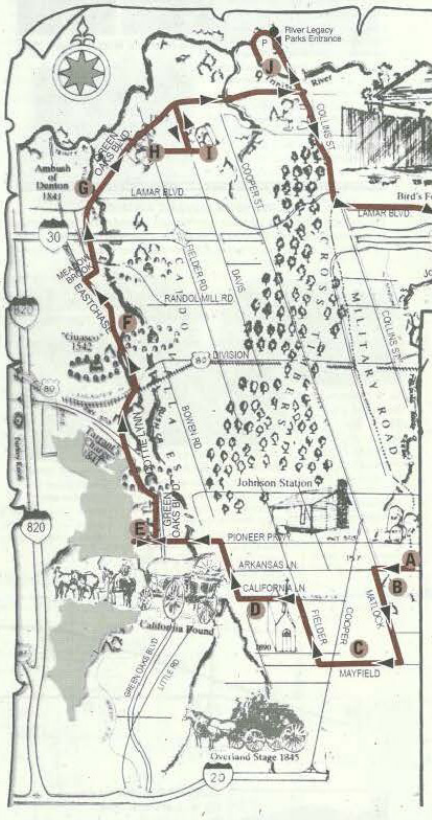
Arlington's history is complex, its identity evolving over more than 150 years. It has been a frontier outpost, an agricultural center, a site of Indian battles, and a mecca for horse racing and gambling. It once was famed for its mineral waters, has long been a college town (it has three colleges), and it hosts major industrial entities such as the Arlington General Motors Assembly Plant. Today it is famed for Major League Baseball, a prominent NFL football stadium, and amusement attractions that feature giant roller coasters. But, it also has a high tech component that includes nanotechnology research, computer chip manufacturing, and a technology incubator designed to introduce leading edge university research into the world of commerce.

Named in honor of Robert E. Lee's hometown in Virginia, Arlington rests squarely on the divide of two distinct geological strata, a vast "grand prairie" called the Eagle Ford, and an oaks-dominated woodland of gently rolling hills called the Eastern Cross Timbers. Its heritage is a colorful one, beginning with Native Americans and continuing through the explorations of the first Europeans and the earliest days of the Texas Republic. No less than six national flags have flown here.

The first non-Indian settlement here dates to the 1840s. Indeed, Arlington began as the failed Bird's Fort. It evolved into the site of a Texas Ranger post (Johnson Station) authorized by Republic President Sam Houston to serve as a dividing line between settlers and a collection of Indian tribes driven to the area by American westward expansion.

The Republic of Texas signed its first ever Indian peace treaty here in 1843 at Bird's Fort with nine tribes including Cherokee, Delaware, Biloxi, Caddo, Keechie, and Waco representatives. Caddo tribes dominated early Indian settlements and they were the first residents of the area, camping in such an abundance of settlements that one local waterway, Village Creek, was named for their presence. Early Caddos practiced agriculture near the waterway, their long-time presence established by numerous archaeological digs. Caddo settlements were visited by the first European explorers to the area, including Cabeza de Vaca in 1535 and La Salle in 1687, and by Texas Rangers, who defeated them in the Battle of Village Creek in 1841. These lands became part of the vast plantation holdings of Col. Middleton Tate Johnson, who arrived in 1846 from the Mexican War and took command of a Texas Rangers company at what became known as Johnson Station.

Pioneer Trail Tour



As you drive this route, try to visualize the places on the "trail" before they were part of Arlington. Remnants of the Eastern Cross Timbers oak forest, stream valleys with their characteristic willows, pecans, and cottonwoods, and the rolling land all give glimpses of the physical setting in which the following events and places developed.

NR = National Register
THM = Texas Historical Marker
RTHL = Registered Texas Historic Landmark
AHL = Arlington Historic Landmark

A. Johnson Plantation Cemetery/ Arlington's Early African American Cemetery THM. *600 block of W. Arkansas, east of Matlock.* In this small historic family cemetery lie the remains of one of the principal figures in the history of Arlington and Tarrant County, together with those of his family, his slaves and their family members. Colonel Middleton Tate Johnson was a member of the Congress of the Texas Republic, namesake of Johnson County, and known as the "Father of Tarrant County." He arrived in this area in 1846, as commander of a company of Texas Rangers. Research is being conducted to discover the unmarked African American graves in this cemetery. *Tours can be arranged through the Arlington Historical Society, 817-460-4001. Now, cross the street to Founders Park.*

B. Marrow Bone Spring NR, THM. *In Founders Park, 600 block W. Arkansas. On the west side of the bridge, follow the park trail south from Arkansas toward Vandergriff Park.* The historical marker is at the spring's location on Johnson Creek, which parallels the trail. The area around the spring had long been a gathering place for Indians. In January 1848, Colonel Middleton Tate Johnson's Company of the Texas Rangers was assigned to Kaufman Station in the area of the spring. The post was later called Marrow Bone Spring Post. The spring is still active though it cannot be separated from Johnson Creek, which the trail follows from Founders Park to Vandergriff Park. Johnson Station, as it is known, became one of the county's earliest settlements and Johnson became a major landowner in the area. A post office operated here from 1851 to 1905. *Proceed west from the parking lot to Matlock. Turn left and then right on W. Mayfield. The marker and cemetery are on the right.*

C. The Johnson Station Cemetery THM. *1100 block of W. Mayfield.* Just east of the cemetery, on the north side of the street, a DAR granite monument marks the location of the first stagecoach inn serving as an overnight stop between Fort Worth and Dallas. Service of the Trunk Stage Coach line started in 1845 and connected with major stage routes such as the Butterfield Trail. *If you want to stop at the cemetery, you can turn right at Cooper St. and then turn right at the cemetery sign.* Some of the area's original land grantees are buried here, including members of the Jopling, Melear and Matlock families. The Jopling-Melear cabin is located in Knapp Heritage Park on Front St. in downtown Arlington. *Following Mayfield west, proceed to Fielder. Turn right (north) to California. Turn left and proceed toward Bowen Rd. Woods Chapel is on the corner.*

D. Woods Chapel Baptist Church THM. *2424 California.* In April 1901, Rev. Washington Lafayette Woods and a group of worshippers met in a brush arbor to form the congregation of this historic church. They built a small, white frame chapel in Nov. of that year and named it for the pastor. Worship services were held on Saturday and Sunday until 1910 and baptisms were conducted in nearby Rush and Village creeks. One of the villages that became part of Arlington was established around this church. *Turn right on Bowen going north and proceed to Pioneer Pkwy (Spur 303). Turn left on Pioneer Pkwy and go 2.3 miles to a granite marker on the right, noting events occurring in 1841.*

E. General Edward H. Tarrant Marker THM. *6000 block of Pioneer.* A granite monument, just west of the Village Creek Bridge, marks one of the last Indian battles fought in Tarrant County. On May 24, 1841, General Edward H. Tarrant of the Republic of Texas Militia led a company of volunteers in the attack upon the villages of the Caddo Tribe residing along Village Creek. A historical marker **(THM)** on the seventh tee of the Lake Arlington Golf Course, south of this location, marks the initial charge made on the largest village, which was where the clubhouse now stands. After this battle, many of the tribes began moving west. *Proceed east on Pioneer Pkwy to Green Oaks. Turn left on Green Oaks, which becomes Dottie Lynn Pkwy. Turn right into Village Creek Historical Park.*

F. Village Creek Historical Park and Caddoan Villages *2605 Dottie Lynn.* Archeological excavations along the Village Creek valley have unearthed evidence of several prehistoric villages. Artifacts from the area date back almost 9,000 years and represent a culture of food-gatherers and hunters. Spanish explorers were believed to have made camp near here in 1542 at an Indian Village named Guasco. In the 1830s, the valley held one of the largest concentrations of Indians in the region. Village Creek was so named because of all the Indian villages along its banks. Monuments in the park and along the trail that follows the creek north provide additional information on the Indians and the battle of Village Creek. *Go north on Dottie Lynn, which becomes Eastchase Pkwy and turn right onto Meadowbrook Blvd., which becomes Green Oaks again. Look for a stone monument on the west side of the street in the 2300 block of Green Oaks.*

G. Captain John Denton Ambush Site *2300 hundred block of Green Oaks, north of Lamar.* Following brief skirmishes at several encampments in the Battle of Village Creek, two scouting patrols were attacked near the mouth of the creek and retreated to the main camp. Over the objections of more experienced Rangers, the leader of one scouting party, Captain John B. Denton, pursued further north into the Village Creek thickets. He was ambushed and killed, along with 12 Indians. Captain Denton was the only white man killed in the battle. He was a circuit-riding minister, a lawyer and the namesake of Denton County. The stone monument near the sidewalk marks this event. *Continue north on Green Oaks and turn right on Davis. Turn right at Tomlin and proceed to the Tomlin Cemetery located at the end of the street.*

H. Tomlin Cemetery THM. *1300 Block of Tomlin.* The Wilkinsons, a pioneer family whose graves are marked by clusters of rock, were the first interred in this cemetery in 1870. But the oldest gravestone is that of Solomon Tomlin, a horseman and farmer who migrated to Texas with his family in the 1860s. He died in 1894. His son, James "Buck" Tomlin (1852-1934), a noted breeder of fine race horses, bought the cemetery property in 1888. *Proceed back east on Tomlin across Davis into the parking lot. Gibbins Cemetery is on the right. A list of Gibbins family members buried here is on the back of the monument.*

I. Gibbins Cemetery and Homestead Site THM. *2200 Block of N. Davis.* In 1860, James Gibbins and his family migrated to what is now north Arlington. James and his son, T. J., owned and farmed more than 1300 acres in this location. James donated land for the Harrison School about a mile south of here. After his death in 1891, T. J.'s widow, Martha, maintained the family's property for more than three decades. Descendants of the family donated more than 200 acres to the city of Arlington for what became River Legacy Parks. The earliest grave in the cemetery is that of Amanda Gibbins, 1877. *Proceed north on Davis and turn east on Green Oaks to N. Collins. Drive north on Collins to River Legacy Parks on the left. View the markers, which are on the trail about 200 feet east of the pedestrian bridge.*

J. Bird's Fort and Sloan-Journey Expedition Markers THM. *3000 block of N. Collins.* As you drive on N. Collins, you are crossing the Trinity River "bottoms." This is the site of some of the earliest exploration by settlers, the Sloan-Journey Expedition, and the earliest settlement in Tarrant County, Bird's Fort. Arlington's landfill, gravel mining and other excavations have changed the land, but the trees along the river give an impression of what the valley looked like in the 1830s and 1840s. Captain Jonathan Bird established Bird's Fort in 1841, about a mile east of Collins. Its life was short and no evidence of the fort remains, but it was the site of the 1843 execution of "A Treaty of Peace and Friendship" between several Indian tribes and the Republic of Texas. The treaty was later ratified by Republic President Sam Houston. *Continue south on Collins to Lamar. Turn left and go under SH360 to the Watson Cemetery on the right.*

K. Watson Cemetery THL. Patrick A. Watson established an early community here. The first person buried in the cemetery, in 1846, was a woman whose coffin was made from a wagon bed. Brush was burned atop her grave to hide it from Indians. When Watson bought the land in 1853, he set aside a-one-acre cemetery and gave land for the Watson Community's first school and church. In 1956, the Dallas-Fort Worth Turnpike was routed around the cemetery and the church was relocated. The Watson Cabin is now on display in Knapp Heritage Park in downtown Arlington. Before SH360 was built, the route was known as Watson Road, and signs to this effect remain. *This concludes the Pioneer Trail Tour. If you would like to continue the Tour of Historic Buildings, drive south on the SH360 service road and turn right on Six Flags Drive.*

The text on the previous page and the image above come from the *Tour of Historic Arlington* map, produced by the City of Arlington and the Landmark Preservation Commission in 2005. The Westador neighborhood lies just west of the Johnson Station Cemetery, which dates to at least 1865.

A DAR granite monument on the east end of the cemetery marks the location of the first stagecoach inn serving as an overnight stop between Fort Worth and Dallas. Service of the Trunk Stage Coach line started in 1845 and connected with major stage routes such as the Butterfield Trail.

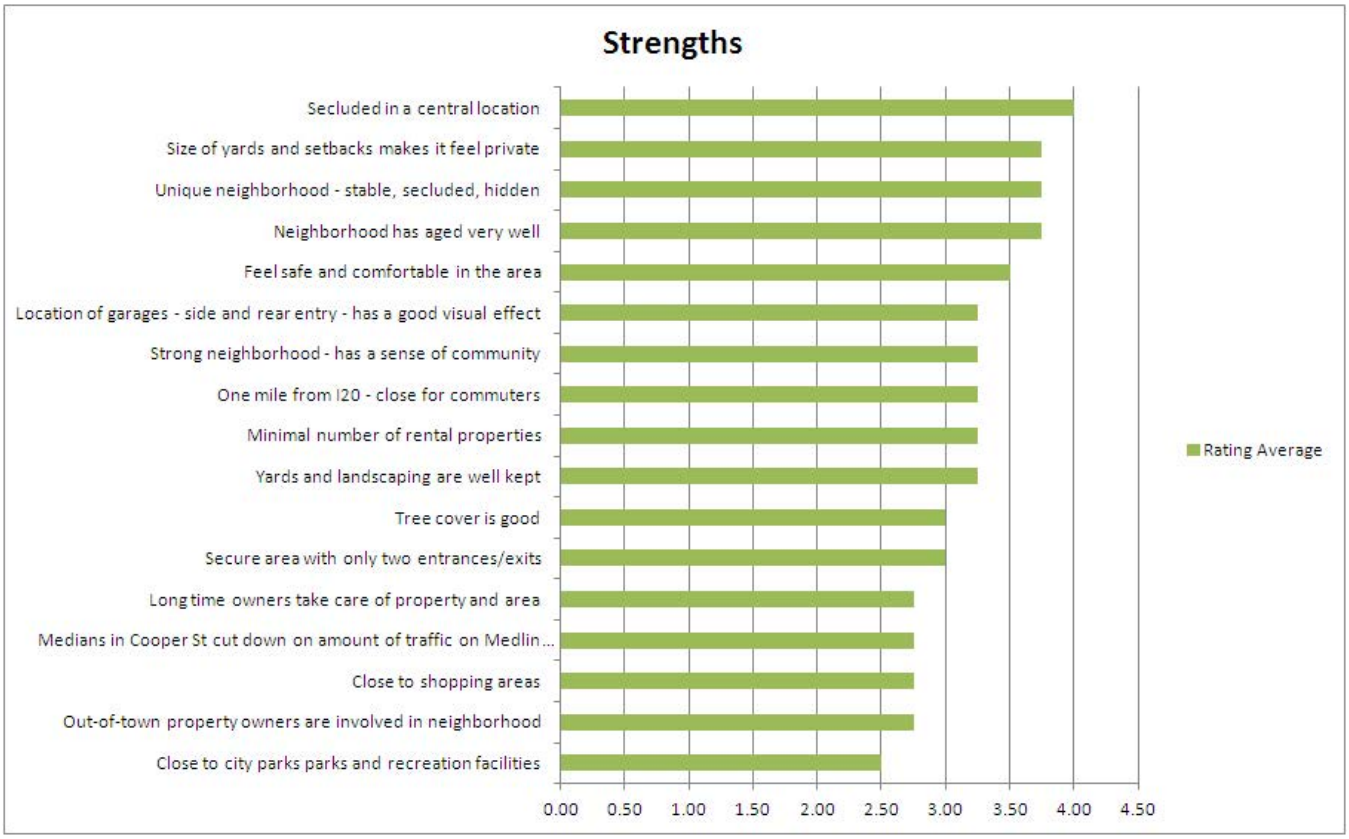
SWOT ANALYSIS

A SWOT analysis is a method of assessing the current state of a neighborhood and identifying the potential that exists for improvement. SWOT stands for strengths, weaknesses, opportunities, and threats. Strengths and weaknesses evaluate issues within or internal to the neighborhood, while opportunities and threats examine the external issues.

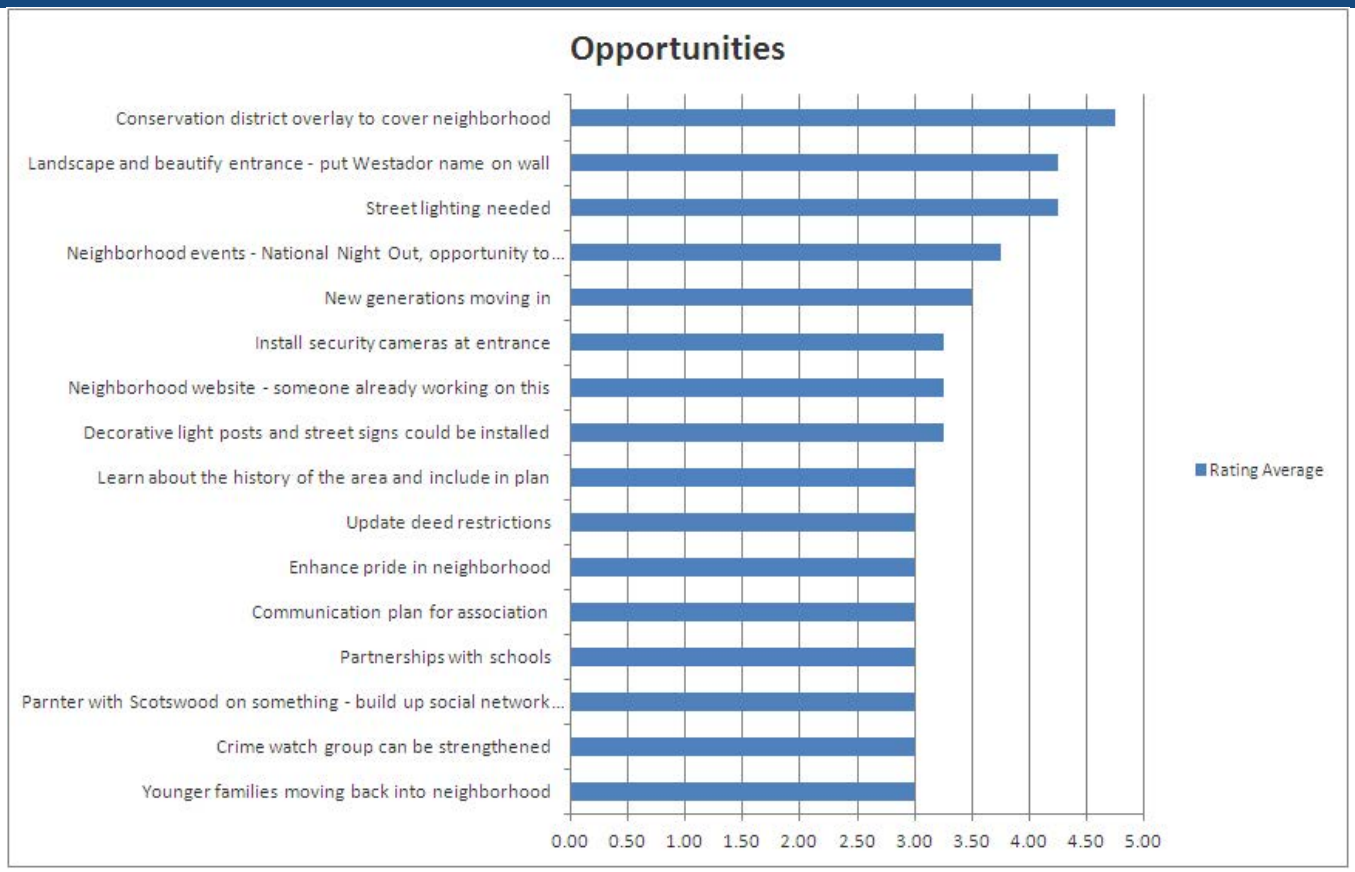
The issues listed below represent the analysis completed by the volunteer task force as part of the Westador Neighborhood Plan process. The task force initially developed a list of topics in each category, then ranked each statement on the following scale:

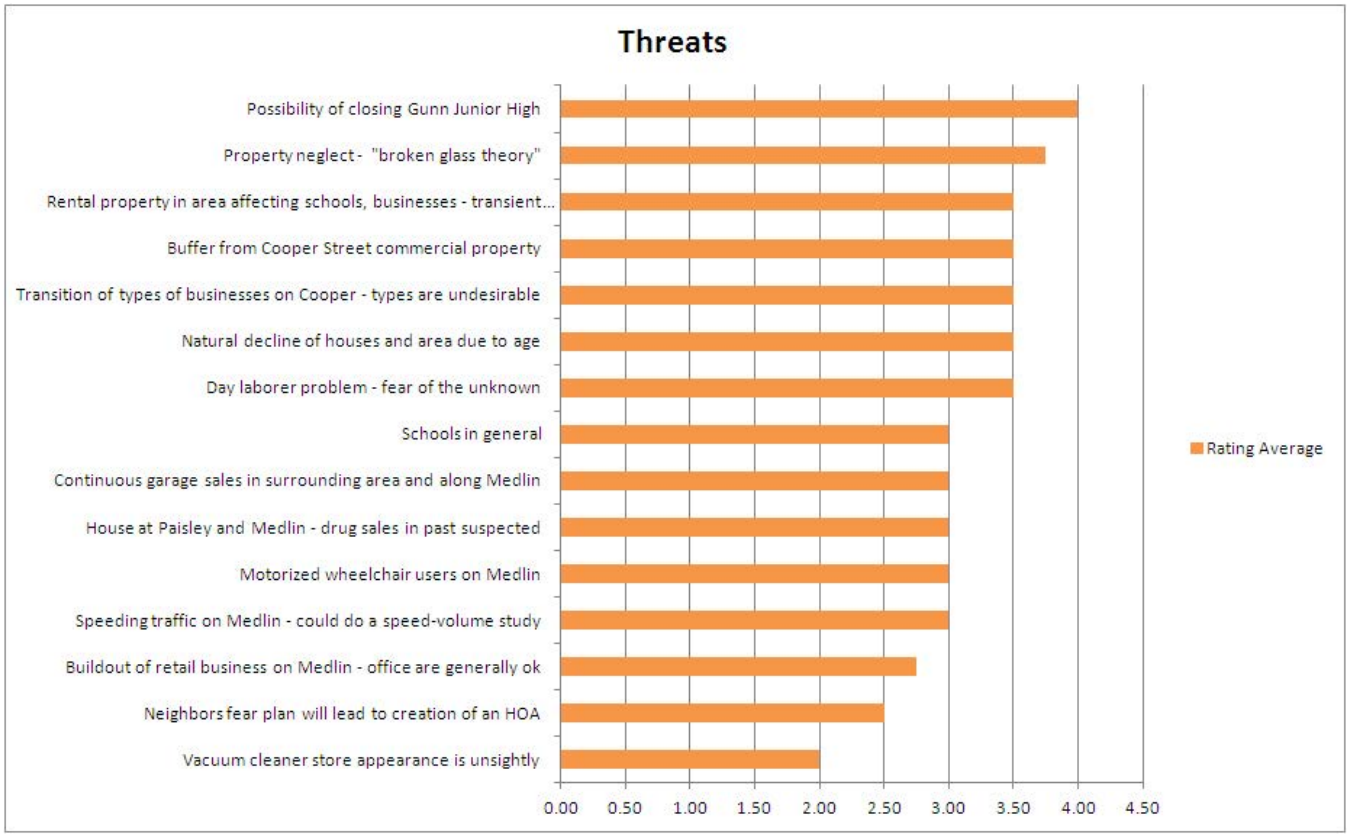
- Very important | Definitely
- Important | Probably
- Moderately important | Possibly
- Of little importance | Probably not
- Unimportant | Definitely not

The following graphs show each issue ranked according to this scale.


Strengths
Secluded in a central location
Size of yards and setbacks makes it feel private
Unique neighborhood - stable, secluded, hidden
Neighborhood has aged very well
Feel safe and comfortable in the area
Location of garages - side and rear entry - has a good visual effect
Strong neighborhood - has a sense of community
One mile from I20 - close for commuters
Minimal number of rental properties
Yards and landscaping are well kept
Tree cover is good
Secure area with only two entrances/exits
Long time owners take care of property and area
Medians in Cooper St cut down on amount of traffic on Medlin...
Close to shopping areas
Out-of-town property owners are involved in neighborhood
Close to city parks parks and recreation facilities
0.00
0.50
1.00
1.50
2.00
2.50
3.00
3.50
4.00
4.50
Rating Average

Weaknesses
Street lighting - dark in some areas in neighborhood and on Medlin
Surrounded by declining areas
Day laborers hanging out on the commercial property
Church property - afraid possible parking lot expansion in neighborhood
Trash on Medlin Drive on Westador side of road, lack of mowing in that area
Lack of landscaping on Medlin Drive behind commercial development
Security
Surrounding area seems declining in livability
Nuisances noted in surrounding areas: junk cars, parking in yard, fences, outside storage, stagnant pools
Vacant lot owned by carwash, unknown future use
Appearance and use of property on Medlin Drive
Across from the back of commercial development on Cooper Street
Businesses on Medlin in houses and not on commercial property
Lack of water pressure in some houses
Condition of church owned houses on Mayfield Road
Homeless sleeping at the shopping center property and church property
Trash and litter
Lack of pride by residents
No signs for "no through street" on entrances
Lack of crime watch signs
Utilities not underground on some areas between Westador and Scotswood
California intersection - drivers run blinking red light, trees block light, stop sign blocked by trees on eastbound...
Access from commercial properties between Cooper and Medlin - through drives and streets cause cut...
Medlin Drive pavement in bad condition
Homeless sleeping in cars on church property
Odor from and trash on commercial property
Graffiti - noticed on Discount Tire, but none on walls and fences in neighborhood
Daily shoping needs not being met
No grocery store
Manhole covers not flush with street on Medlin
Kids call the neighborhood "the hood"
0.00
0.50
1.00
1.50
2.00
2.50
3.00
3.50
4.00
4.50
5.00
Rating Average


Opportunities
Conservation district overlay to cover neighborhood
Landscape and beautify entrance - put Westador name on wall
Street lighting needed
Neighborhood events - National Night Out, opportunity to...
New generations moving in
Install security cameras at entrance
Neighborhood website - someone already working on this
Decorative light posts and street signs could be installed
Learn about the history of the area and include in plan
Update deed restrictions
Enhance pride in neighborhood
Communication plan for association
Partnerships with schools
Parnter with Scotswood on something - build up social network...
Crime watch group can be strengthened
Younger families moving back into neighborhood
0.00 0.50 1.00 1.50 2.00 2.50 3.00 3.50 4.00 4.50 5.00
Rating Average


Threats
Possibility of closing Gunn Junior High
Property neglect - "broken glass theory"
Rental property in area affecting schools, businesses - transient...
Buffer from Cooper Street commercial property
Transition of types of businesses on Cooper - types are undesirable
Natural decline of houses and area due to age
Day laborer problem - fear of the unknown
Schools in general
Continuous garage sales in surrounding area and along Medlin
House at Paisley and Medlin - drug sales in past suspected
Motorized wheelchair users on Medlin
Speeding traffic on Medlin - could do a speed-volume study
Buildout of retail business on Medlin - office are generally ok
Neighbors fear plan will lead to creation of an HOA
Vacuum cleaner store appearance is unsightly
0.00 0.50 1.00 1.50 2.00 2.50 3.00 3.50 4.00 4.50
Rating Average

A good plan is like a road map: it shows the final destination and usually the best way to get there.

- H. Stanley Judd

PROPERTY VALUE AND STRUCTURE SIZES

Property Location	2013 Market	Structure	
	Value (TAD)	Year Built	Sq Ft est
1301 N Westador Dr	$165,000	1972	2,730
1303 N Westador Dr	$173,200	1973	2,560
1305 N Westador Dr	$169,000	1973	2,630
1307 N Westador Dr	$165,500	1973	2,380
1309 N Westador Dr	$166,200	1973	2,560
1311 N Westador Dr	$175,200	1972	2,670
3100 Westador Dr	$173,600	1972	2,590
3102 Westador Dr	$179,700	1972	2,770
3104 Westador Dr	$158,100	1972	2,420
3106 Westador Dr	$173,900	1973	2,770
3108 Westador Dr	$166,200	1973	2,560
3110 Westador Dr	$189,700	1973	3,090
3112 Westador Dr	$232,100	1973	3,760
3116 Westador Dr	$198,700	1973	3,180
1310 S Westador Dr	$191,400	1973	3,090
1308 S Westador Dr	$154,700	1973	2,240
1306 S Westador Dr	$165,400	1973	2,480
1304 S Westador Dr	$120,700	1974	1,670
1302 S Westador Dr	$154,200	1974	2,240
1300 S Westador Dr	$162,900	1974	2,430
3101 Westador Ct	$177,900	1972	2,750
3103 Westador Ct	$174,600	1972	2,650
3105 Westador Ct	$139,100	1972	2,040
3107 Westador Ct	$174,100	1972	2,840
3109 Westador Ct	$173,400	1975	2,440
3108 Westador Ct	$172,200	1973	2,720
3106 Westador Ct	$163,100	1974	2,280
3104 Westador Ct	$169,800	1973	2,600
3102 Westador Ct	$164,700	1972	2,580
3100 Westador Ct	$195,500	1973	3,220
3103 Westador Dr	$158,200	1972	2,420
3105 Westador Dr	$178,400	1973	2,900
3107 Westador Dr	$174,300	1973	2,580
3109 Westador Dr	$180,800	1973	2,890
3111 Westador Dr	$172,800	1973	2,730
3113 Westador Dr	$204,500	1973	3,570
1307 S Westador Dr	$185,800	1973	2,910
1305 S Westador Dr	$186,000	1973	2,910
1303 S Westador Dr	$174,100	1973	2,770
1301 S Westador Dr	$167,600	1974	2,870

Medlin Drive

NEIGHBORHOOD SURVEY SUMMARY

As part of the planning process, the Westador task force conducted a neighborhood survey in July 2013. This section of the Appendix details the results of the survey. The questions appear as they were listed in the online survey form. Door hangers were distributed to each household announcing the survey, and the response rate was 62%. The following pages include a complete listing of all the results, including responses to open-ended questions.

The letter below was the introduction to the online survey. The flyer shown on the adjacent page was passed out to every household within Westador.

Introduction

Dear Neighbor,

Westador neighborhood is seeking your input to help us create a strategic plan to address potential issues facing our neighborhood. The City's Community Development and Planning Department helped us design this survey to get your opinions on a variety of topics about the neighborhood.

The survey should take you 5-10 minutes to complete, and everyone in your household is welcome to take their own survey. Will you please help us by filling out the survey? You can be as frank as you like in your answers and can skip any question you don't want to answer. Please don't put your name or address on the survey, but please complete it by August 3.

If you have questions, need a paper copy of the survey, please contact one of us and we will happy to assist. Also, if you have any specific skills, interests, or knowledge that you are willing to contribute to the neighborhood effort, we would be glad to talk to you more about this project.

Thank you for participating.

Randy Hendricks (3110 Westador Dr) - 817.614.0475 or 817.467.1339
Carole Lemonds (3113 Westador Dr) - 817.991.7076 or 817.465.8283
Judy Northup (3112 Westador Dr) - 213.458.0673 or 817.468.1533

NEIGHBORHOOD SURVEY

Dear Neighbor,

The Westador neighborhood is seeking your input to help us create a strategic plan to address potential issues facing our neighborhood. The City's Community Development and Planning Department helped us design a survey to get your opinions on a variety of topics about the neighborhood.

The survey should take you less than 10 minutes to complete, and everyone in your household is welcome to take their own survey. Please don't put your name or address on the survey, but please complete it by August 3.

You can access the survey online at this web site:
http://www.surveymonkey.com/s/Westador.

If you have questions, need a paper copy of the survey, please contact one of us and we will happy to assist. Also, if you have any specific skills, interests, or knowledge that you are willing to contribute to the neighborhood effort, we would be glad to talk to you more about this project.

Randy Hendricks (3110 Westador Dr) 817.614.0475 | 817.467.1339
Carole Lemonds (3113 Westador Dr) 817.991.7076 | 817.465.8283
Judy Northup (3112 Westador Dr) 817.468.1533 | 213.458.0673

Crime Prevention Tip. Remember to keep your front porch lights on during nighttime hours for personal safety and as one of the better deterrents of residential crime. Please help keep Westador safe and secure!

Survey Questions and Responses

1. How long have you lived in the Westador neighborhood?

Less than one year	4%
1-2 years	12%
3-5 years	0%
6-10 years	8%
11-25 years	28%
More than 25 years	48%

2. Overall, how do you rate the living conditions of your neighborhood?

Excellent	36%
Good	52%
Fair	8%
Poor	0%
No opinion	4%

Comments

- Would be excellent if fewer cars were on the street. It is dangerous for walkers and unsightly.
- Greatest concern have been dealing with the day workers too close to the neighborhood.
- Would be much better if we could improve surrounding areas through stronger code enforcement
- We love our neighborhood!
- Could be better with some enhancements and a neighborhood plan.

3. What attracted you to the Westador neighborhood? Please check all that apply. (Responses show number of times selected)

Convenience to work or schools	9
Location	21
People	6
Price of housing	15
Schools	10
Type of housing	19
Other (please specify)	5

Comments

- We knew the developer of this addition and most of the building contractors that built the houses.
- We looked at over 20 houses throughout Arlington, and felt this house and neighborhood would be best for our family. We have loved living here.
- Trees and landscaping
- We like the design of the streets. The horseshoe shape is nice do to the fact there are no through streets, therefore the only cars in the neighborhood are the ones of people who live there.
- We looked at over 50 homes in Arlington, and like this location and the floorplan of the home

4. What do you like most about your neighborhood? (open ended question)

Responses

- It is conveniently located to most any direction and it's home.
- its central location to shops, and roads. I like the look under the tall oak trees.
- The people are friendly and it clean and quiet
- Neighbors and the location and no thru street
- Quiet, not a lot of traffic
- The small town neighborhood feel it has.
- Quiet, well maintained neighborhood
- Family friendly atmosphere. Great neighbors!! Safe.
- Location
- It is unique I n that it is quiet and we don't have a lot of traffic unless you belong in the neighborhood . And that our "Night Out " evening is always filled with great food and neighbors/friends getting together.
- Not a through street. Neighborhood pride.
- The appearance of well-kept yards and houses
- Safe and FRIENDLY
- Bigger homes that are kept nice and in good condition. Hope it stays that way as to not bring down the value of the homes and compromise the integrity of Westador.
- Quiet, nice neighbors, nice homes and fairly low crime on this street
- Neighbors
- Relatively quiet. Off the main roads so very little traffic except that of the neighborhood.
- Location
- The people in the neighborhood...the pride people take in their yards and the feeling of being in a safe neighborhood.
- I like that I can let my kids play outside and not worry.
- Appearance, style of homes, amount of trees
- Stable
- The uniqueness of the style of homes. That each home is set back away from the street. It is a small neighborhood with no through traffic. For the most part, lawns and landscaping are well kept.
- Our neighbors are almost all interested in having a neighborhood that is well kept and warm and friendly.
- It has aged well

5. If you could change something about your neighborhood, what would it be?

Responses

- Nothing
- I would like more unique lighting. Attention to older, run down mail boxes
- Sidewalks
- Less rentals
- More BBQ's or socials.
- N/A
- That everyone took more pride in the surroundings and their property.
- Create some kind of landscaping barrier between our neighborhood and the retail center east of Medlin.
- Cars parked on street regularly, needs more street lighting, better postal service
- Fewer cars parked on street. Maybe allowed to park on one side only.
- I just wish the surrounding area was better. What I am saying is to reduce or totally remove the day workers and tatoo businesses.
- Threat of changes such as local businesses expanding and taking some of the neighborhood
- It is really great the way it is. Everyone is easy to get along with.
- I see nothing that needs to change.
- I wish there were more folks outside... talking and chatting. Maybe more community events.
- Proximity to Cooper Street traffic
- Improve lighting and security
- A few of the homes to improve the outside appearance - landscaping.
- Dressed up entry to better define the neighborhood from the surrounding retail, and internal lighting for security and safety.
- Crime prevention with more lighting, better/consistent code enforcement in surrounding areas.

6. How safe do you feel in the Westador neighborhood?

Very safe	66.7%
Moderately safe	33.3%
Not safe at all	0.0%

7. Would you be in favor of exploring plans and grand funding opportunities to enhance the entries into the neighborhood with landscaping, signage, security cameras, or other improvements?

Yes	87%
No	13%

Comments

- I would need more information to make a decision on this
- I am not in favor of cameras that infringe on my life. Who would maintain them three years from now when they need maintenance?
- We do not need anymore government spending !
- Depends on the plan and implementation.

8. Do the businesses near the neighborhood: (Responses show number of times selected)

	Yes	No
Have a positive effect on your neighborhood	11	9
Keep their premises clean and well maintained	19	5
Meet your needs for services	11	11
Meet your shopping needs	10	13

Comments

- Most of this would not apply to our location
- We have used Hearth House, and the florist. We have also gone to the bakery a few times.
- Parks Mall has become a source of crime and caters to a younger, more diverse group that does not include myself.
- I have only been to a few of the businesses behind our neighborhood. I hardly use them. The gas station is scary. The donut shop is good at best. I doubt anyone in our neighborhood needs a payday loan.
- Need better grocery shopping and no cleaners nearby
- There are no businesses near the neighborhood whose services I use.
- I have used the florist occasionally, along with an occasional visit to the donut shop, and the Hearth House. Other than that, I don't use the services. It would be nice if there could be some screening along the back side of the property to improve the view on the east side of Medlin.

9. Are any of the following a problem in your neighborhood? Please select all that apply. (Responses show number of times selected)

	Westador	Surrounding Area
Abandoned/junk vehicles	2	6
Fences in disrepair	3	8
Homeless persons	0	12
Houses in need of repair	1	8
Property cleanliness	1	8
Stray animals	8	1
Trash	0	9
Vehicles parked in yards	2	6
Weeds/unmowed grass	2	7
Other (please specify)		

Comments

- None
- Boats and RV storage
- Some apply at time but not always
- Loud music playing from a parking lot near the 7 Eleven
- We have cleaned the gutter along Medlin between S and N Westador. Also the grass is not mowed quite often enough along that strip, and trash collects.
- There are a lot of day workers who gather near the entrance to our neighborhood. There should be a designated area for them to find work.
- Some people walking the neighborhood that do not live here or suspicious people, solicitors, or people claiming to be solicitors, have the wrong address or looking for someone that does not live here
- Lots of stray cats.
- No.
- A few areas west and east of Cooper, but not too bad.

10. Is crime a problem in your neighborhood?

	Westador	Surrounding Area
Yes	0	6
No	17	1
Don't Know	4	8

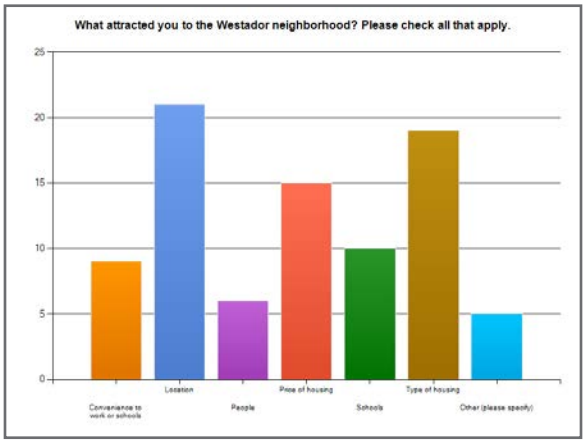
Comments

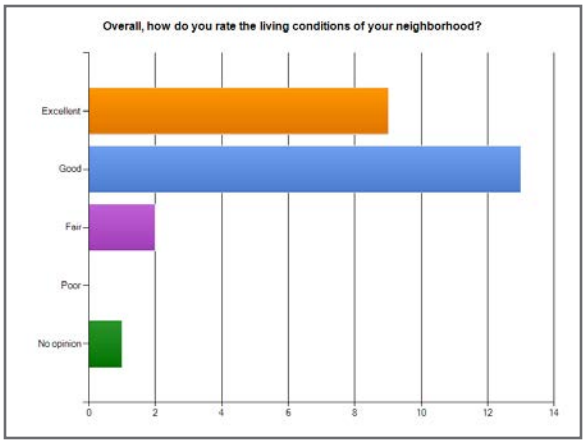
- Not aware of any
- Just signed up for crime reports on the Arlington Police App. There do seem to be thefts in and around the retail center, but not sure how often.
- We're not aware of any on Westador.
- I've been checking the city site recently, and while not a lot, there is some surrounding theft etc. Especially at the retail areas.

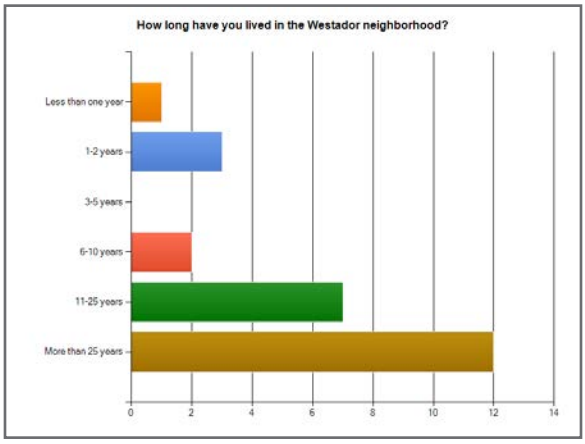
11. Please provide your comments on any topic about your neighborhood.

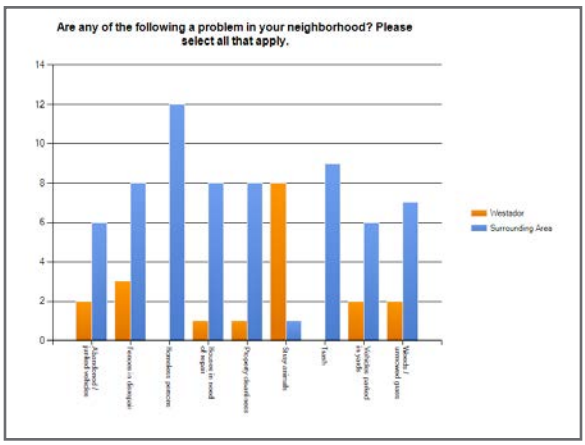
Responses

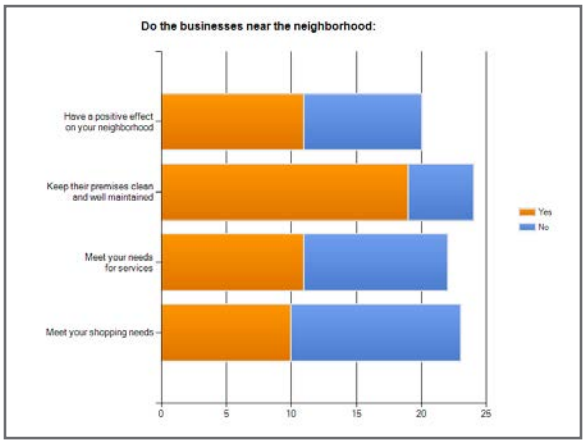
- Sometimes people jump to conclusions about things their neighbors are doing and cause others unnecessary problems when if they were a little more friendly with their neighbors it could be resolved more easily.
- No more government spending!!!!!!
- Would like everyone to be aware of what goes on in our little nook. And be helpful when asked
- I am interested in any project or program that will continue to keep our neighborhood safe and a valued place to live.
- Lets keep Westador area so friendly where neighbors take care of neighbors.
- We really have a. Great neighborhood. If you choose to know your neighbors you can. If you want to remain private you can. But everyone gets along and would help if asked.
- I am probably most concerned about the day laborers that linger around the church next door. I have never seen anything from them, but it makes me nervous.






How long have you lived in the Westador neighborhood?
Less than one year
1-2 years
3-5 years
6-10 years
11-25 years
More than 25 years
0
2
4
6
8
10
12
14


Are any of the following a problem in your neighborhood? Please select all that apply.
14
12
10
8
6
4
2
0
Abandoned / unkept vehicles
Fences in disrepair
Homeless persons
Houses in need of repair
Property cleanliness
Street crimeals
Trash
Vehicles parked in yards
Weeds / unmowed grass
Westador
Surrounding Area


Do the businesses near the neighborhood:
Have a positive effect on your neighborhood
Keep their premises clean and well maintained
Meet your needs for services
Meet your shopping needs
0
5
10
15
20
25
Yes
No

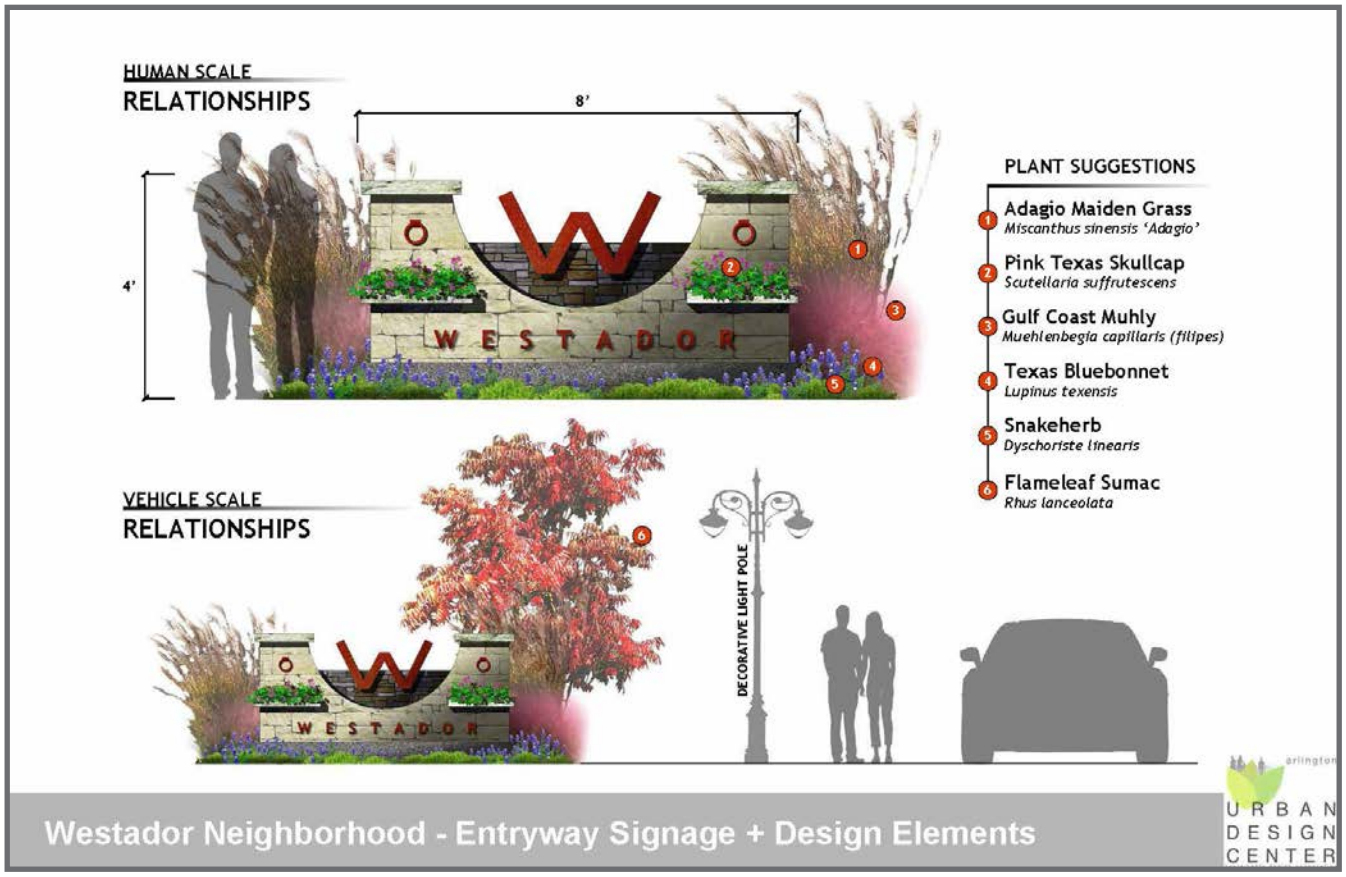
ARLINGTON URBAN DESIGN CENTER

Neighborhood image and appearance were topics of discussion during this project. The neighborhood sought assistance from the Arlington Urban Design Center to develop ideas for enhancements to the entrances to Westador and streetlights within the neighborhood. Below are the design concepts developed by the Center.

The inspiration for the design of the entry feature came from Westador's location in the historic Johnson Station area of Arlington. The use of drought-tolerant native plants was preferred for both aesthetic appeal and ease of maintenance. The streetlight design was intended to reflect the character of the houses in the neighborhood.

The Design Center was established in June 2009 through a creative collaboration between the City of Arlington and the University of Texas at Arlington. Graduate students and professors from UTA's School of Architecture and School of Urban and Public Affairs work closely with City staff on business and neighborhood development projects in Arlington. Students "learn by doing" as they work with City planning staff and benefit from the opportunity of working on real-world projects.

Westador Neighborhood - North Entryway Sign



Westador Neighborhood - Entryway Signage + Design Elements

Westador Neighborhood - Signage/Lighting Plan

City of Arlington
Community Development & Planning Department
101 West Abram Street
Arlington, Texas 76010

Staff Report

Zoning Case ZA14-2 (310 E Randol Mill)	
City Council Meeting Date: 6-24-14	Document Being Considered: Ordinance

RECOMMENDATION
Following the public hearing, consider Zoning Case ZA14-2.

PRIOR BOARD OR COUNCIL ACTION
On May 21, 2014, the Planning and Zoning Commission recommended approval by a vote of 6-0-0.

On June 10, 2014, City Council approved first reading by a vote of 8-0-0.

ANALYSIS
Request - The applicants request to change the zoning on approximately 0.45 acres addressed at 310 East Randol Mill Road, and generally located south of East Randol Mill Road and east of North Mesquite Street.

Current zoning: Entertainment District Overlay-Residential (ED-R)
Requested zoning: Entertainment District Overlay-Office (ED-O)

The subject site is developed with a single family residence, which is currently vacant, and its associated accessory building. The applicants are not proposing any specific uses or additions to the property; they are requesting the rezoning to Office (O) in order to promote the future sale of the property by making it more compatible with the office uses to the west.

The subject property can be characterized as a long and narrow lot. With the approval of the rezoning to O, the existing residence may be remodeled to be used as an office. However, no larger office developments can be foreseen on that site, unless that lot is combined with adjacent lots.

The property adjacent to the subject site to the west is undeveloped. All the lots west of the subject site in the same block on the south side of Randol Mill Road, including the adjacent lot, are zoned ED-O.

The properties to the east are very similar in lot configuration as the subject site, zoned ED-R, and currently being used single family residential. It is very likely that these properties would also follow suit if the subject property is rezoned to ED-O.

The properties to the north, across from Randol Mill Road are zoned ED-O and undeveloped. The property to the south of the subject site is developed with a parking lot to support AT&T Stadium.

The property is currently unplatted, and will require a plat for any future use or redevelopment of the property.

Sector Plan Conformity
The Central Sector Plan designates this area as “Service/Retail/Office” (SRO). This designation is intended for small-scale office, neighborhood retail and service uses. These are almost always used as a transition between two land uses of significantly different

intensities. However, these land uses can occur outside of a transitional situation. The most appropriate zoning is Office (O) and Neighborhood Services (NS).

The proposed use is in conformance with the Central Sector Plan.

FINANCIAL IMPACT
None

ADDITIONAL INFORMATION

Attached:	Ordinance with Exhibit A Case Information with P&Z Summary
Under separate cover:	None
Available in the City Secretary's office:	None

STAFF CONTACTS

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

Shon Brooks
Senior 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 310 East Randol Mill Road to Entertainment District Overlay - Office (ED-O); 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 ZA14-2 on May 21, 2014; 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 310 East Randol Mill Road, described in Exhibit A, is hereby changed to Entertainment District Overlay - Office (ED-O) by the approval of Zoning Case ZA14-2, and the Zoning District Map shall be amended to reflect the zoning change made by this ordinance.

2.

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

3.

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

4.

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

5.

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

6.

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

7.

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

8.

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

9.

This ordinance shall become effective upon second publication.

PRESENTED AND GIVEN FIRST READING on the 10th day of June, 2014, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the 24th day of June, 2014, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

_____
ROBERT N. CLUCK, Mayor

ATTEST:

_____
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
JAY DOEGEY, City Attorney

BY _____

ZA14-2

EXHIBIT “A”

BEING a certain 0.45 acre tract or parcel of land described as Davis, Solomon Survey, Abstract 425, Tract 2C07, Tarrant County Appraisal District, and being conveyed in that certain Warranty Deed dated August 30, 2011 recorded in Instrument No. D213097035, of the Deed Records of Tarrant County, Texas;

AND being generally located south of East Randol Mill Road and east of North Mesquite Street with the approximate address being 310 East Randol Mill Road.

Case Information

Applicant/Owner Barbara Gotcher and Linda Lankford

Sector Plan: Central

Council District: 1

Allowable Uses: All uses as itemized in attachment ii.

Development History: The subject site is currently unplatted.

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

Transportation: The site will have one point of vehicular access from East Randol Mill Road.

Thoroughfare	Existing	Proposed
East Randol Mill	60-foot, 4-lane undivided major-arterial	120-foot, 6-lane undivided Major-arterial

Traffic Impact: The zoning change from Residential to Office is expected to increase the average daily trips from four vehicles per day to 86 vehicles per day. The morning peak hour will experience an increase from one vehicle per hour to 12 vehicles per hour. The evening peak hour will see an increase from one to 12 vehicles per hour. The additional trip will not significantly impact the adjacent roadway system.

Water & Sewer: Water is available from a 12-inch water line in East Randol Mill Road. Sanitary Sewer is available from a six-inch sanitary sewer line in East Randol Mill Road.

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

Fire: Fire Station Number 1, located at 401 West Main Street, provides protection to this site. The estimated fire response time is less than five minutes, which is in keeping with the recommended standards.

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

Case Information

Notices Sent:

Neighborhood Associations:	Arlington Chamber of Commerce Arlington Neighborhood Council East Arlington Review WeCan (West Citizen Action Network) Northern Arlington Ambience Forest Hills HOA Far South Arlington Neighborhood Assn ACTION North East Arlington Renewal Central Arlington Property Owners, Inc. Friends of Parkway Central Park Old Town Neighborhood Association Town North Neighbors
Property Owners:	12
Letters of Support:	0
Letter of Opposition:	0

PLANNING AND ZONING COMMISSION SUMMARY:

Public Hearing: May 21, 2014

Zoning Case ZA14-2 (310 E Randol Mill – 310 East Randol Mill Road)

Application to change the zoning on approximately 0.45 acres from Entertainment District-Residential (ED-R) to Entertainment District-Office (ED-O); generally located south of East Randol Mill Road and east of North Mesquite Street.

Present in support of this case was Barbara Gotcher, 5816 Bransford, Colleyville, 76034.

Commissioner Croxton moved to Approve Zoning Case ZA14-2. Seconded by Commissioner McKissic, the motion was approved by a vote of 6-0-0.

APPROVED

Itemized Allowable Uses

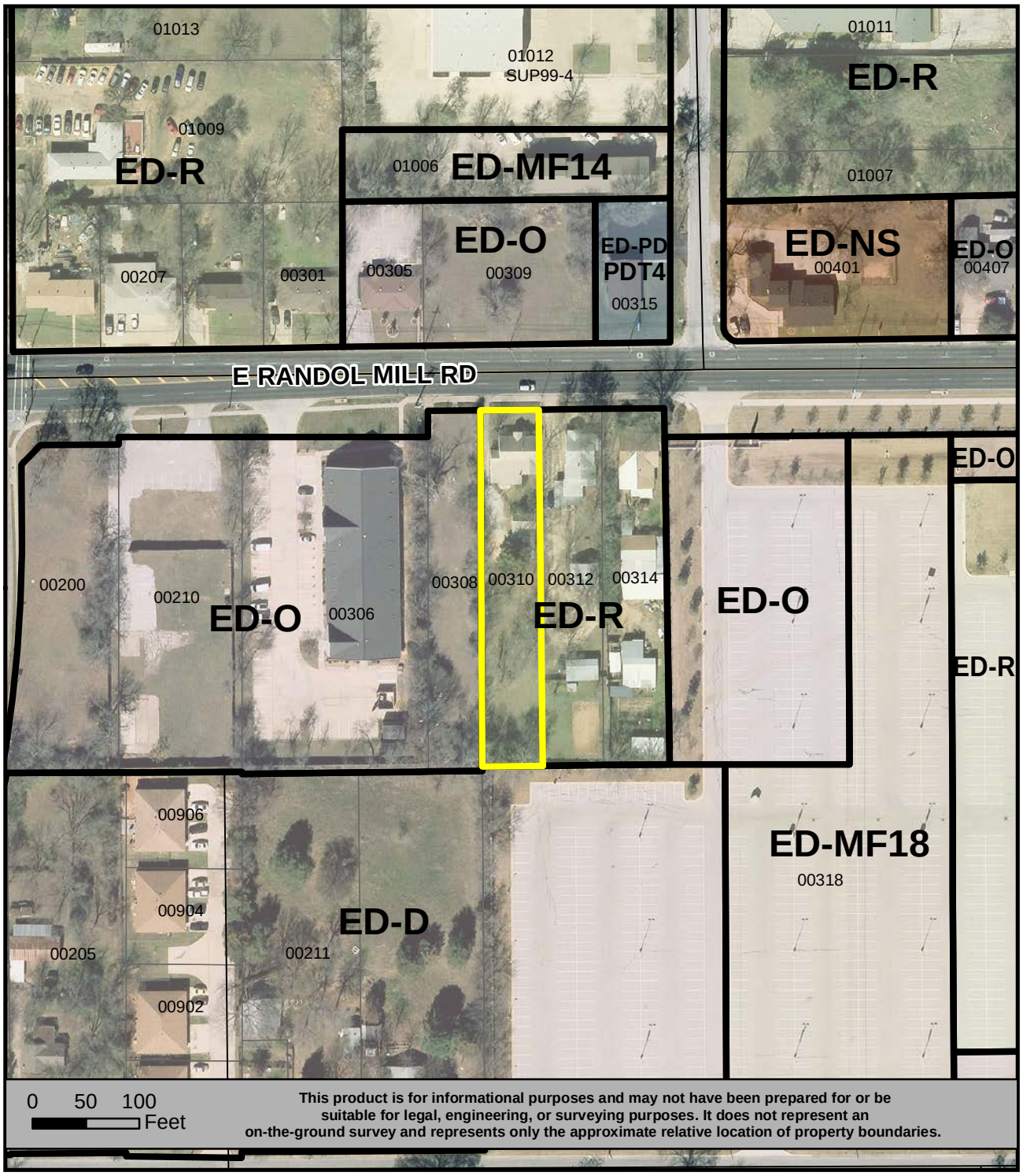
Allowable Uses: **Entertainment District-Office**

Permitted - Crop production, public park, playground or golf course, country club with golf course, church, public or private school, government facility, transit passenger shelter, utility lines, towers or metering station, accessory caretakers quarters, customarily incidental.

Specific Use Permit (SUP) - Bed and breakfast inn, college, university or seminar, philanthropic institution, cemetery, airport, heliport or landing field and gas drilling.

Special Exception (SE) - Temporary asphalt or concrete batch plant and temporary sand or gravel extraction.

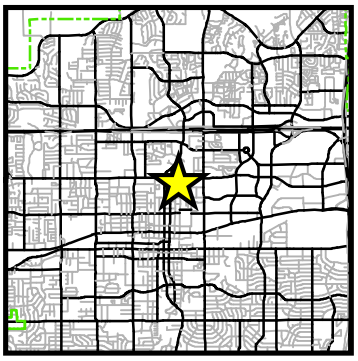
Conditions (C) - Yacht club or marina, offices, veterinary clinic, day care, museum or art gallery, private club, lodge or fraternal organization, women's shelter, wireless telecommunications facilities, temporary construction field office, temporary construction storage yard, accessory garage-private.



LOCATION MAP
ZA14-2

ED-R to ED-O
0.45 ACRES

N
W E
S



Prepared: 4-16-2014 **iii-1** **SB**

ZA14-2

South of East Randol Mill and east of North Mesquite Street

View southwest of subject site from East Randol Mill Road.

View west of vacant office zoned property from subject site.

View north of vacant office zoned property from subject site.

View east of notification sign adjacent to East Randol Mill Road.

Staff Report

Continued Participation in the Atmos Cities Steering Committee and Payment of the Participation Fee	
City Council Meeting Date: 06-24-14	Document Being Considered: Resolution

RECOMMENDATION

Authorize continued participation with the Atmos Cities Steering Committee (ACSC); and authorize the payment of $19,004.20 to ACSC to fund regulatory and related activities related to Atmos Energy Corporation (Atmos).

PRIOR BOARD OR COUNCIL ACTION

The City of Arlington has participated with the ACSC for over 20 years.

ANALYSIS

Most municipalities have retained original jurisdiction over gas utility rates and services within municipal limits. ACSC is composed of municipalities in the service area of Atmos Energy Corporation, Mid-Tex Division regardless of whether original jurisdiction has been retained. Atmos is a monopoly provider of natural gas. Because Atmos has no competitors, regulation of the rates that it charges its customers is the only way that cities can ensure that natural gas rates are fair. Working as a coalition to review the rates charged by Atmos allows cities to accomplish more collectively than each city could do acting alone. Cities have more than 100 years experience in regulating natural gas rates in Texas.

ACSC is the largest coalition of cities served by Atmos Mid-Tex. There are 168 ACSC member cities, which represent more than 60 percent of the total load served by Atmos-Mid Tex. ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of residential and small commercial customers within the cities. Although many of the activities undertaken by ACSC are connected to rate cases (and therefore expenses are reimbursed by the utility), ACSC also undertakes additional activities on behalf of municipalities for which it needs funding support from its members.

ACSC is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Atmos within the City. These activities will continue throughout the calendar year. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that ACSC be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

FINANCIAL IMPACT

The five cents ($0.05) per capita assessment for Arlington is $19,004.20. These funds are available in account 1000 30106.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Jay Doegey
City Attorney
817-459-6878
Jay.Doegey@arlingtontx.gov

Resolution No. _____

A resolution authorizing continued participation with the Atmos Cities Steering Committee; and authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation

WHEREAS, the City of Arlington is a regulatory authority under the Gas Utility Regulatory Act (GURA) and has exclusive original jurisdiction over the rates and services of Atmos Energy Corporation, Mid-Tex Division (Atmos) within the municipal boundaries of the city; and

WHEREAS, the Atmos Cities Steering Committee (ACSC) has historically intervened in Atmos rate proceedings and gas utility related rulemakings to protect the interests of municipalities and gas customers residing within municipal boundaries; and

WHEREAS, ACSC is participating in Railroad Commission dockets and projects, as well as court proceedings and legislative activities, affecting gas utility rates; and

WHEREAS, the City is a member of ACSC; and

WHEREAS, in order for ACSC to continue its participation in these activities which affects the provision of gas utility service and the rates to be charged, it must assess its members for such costs; NOW THEREFORE

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

I.

That the City is authorized to continue its membership with the Atmos Cities Steering Committee to protect the interests of the City of Arlington and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the City limits.

II.

The City is further authorized to pay its 2014 assessment to the ACSC in the amount of five cents ($0.05) per capita. The five cents ($0.05) per capita assessment for Arlington is $19,004.20. These funds are available in account 1000 30106.

III.

A copy of this Resolution and approved assessment fee payable to *"Atmos Cities Steering Committee"* shall be sent to:

Jay Doegey
Co-Chair, Atmos Cities Steering Committee
c/o Arlington City Attorney's Office, Mail Stop 63-0300
P.O. Box 90231
Arlington, Texas 76004-3231

PRESENTED AND PASSED on this the _____ day of _____, 2014, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

_____
ROBERT N. CLUCK, Mayor

ATTEST:

_____
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
JAY DOEGEY, City Attorney

BY _____

Staff Report

Resolution Modifying Boards and Commissions Policy Statement	
City Council Meeting Date: 06-24-14	Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution amending the Boards and Commissions Policy Statement to provide an exception from the residency requirement for the position of licensed veterinarian on the Animal Services Center Advisory Board.

PRIOR BOARD OR COUNCIL ACTION

On October 15, 2013, the City Council last amended the Boards and Commissions Policy Statement by approving Resolution No. 13-253 altering term limits for specific boards and commissions.

ANALYSIS

Pursuant to City Council direction, the attached Resolution proposes to amend the Boards and Commissions Policy Statement at Article II, Eligibility, by providing an exception from the residency requirement for the licensed veterinarian position on the Animal Services Center Advisory Board.

FINANCIAL IMPACT

There is no anticipated financial impact from these revisions.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

David Barber
Assistant City Attorney
817-459-6878
david.barber@arlingtontx.gov

Resolution No. _____

A resolution amending the Boards and Commissions Policy Statement for the City of Arlington, Texas

WHEREAS, in September 1990, the City Council adopted by resolution a Boards and Commissions Policy Statement, and thereafter has amended same from time to time; and

WHEREAS, the City Council seeks to amend Article II of the Boards and Commissions Policy Statement to provide an exception from the residency requirement for the position of licensed veterinarian on the Animal Services Center Advisory Board; NOW THEREFORE

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

I.

That the City Council hereby approves an amendment of the Boards and Commissions Policy Statement at Article II, Eligibility, to provide an exception from the residency requirement for the position of licensed veterinarian on the Animal Services Center Advisory Board.

II.

Further, the Boards and Commissions Policy Statement may be amended from time to time by resolution of the City Council.

III.

A substantial copy of the Boards and Commissions Policy Statement, as amended, is attached hereto in legislative format to reflect the changes in the Policy.

PRESENTED AND PASSED on this the _____ day of _____, 2014, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

_____
ROBERT N. CLUCK, Mayor

ATTEST:

_____
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
JAY DOEGEY, City Attorney

BY _____

CITY OF ARLINGTON, TEXAS

Boards and Commissions Policy Statement

I.
Purpose and Scope

The following Policy Statement has been adopted by the Arlington City Council in an effort to provide increased opportunities for citizen involvement on various boards and commissions, so that the City of Arlington may benefit from the ideas and enthusiasm of new participants. Likewise, this Policy Statement will provide guidelines and uniform procedures for use by the City in the board and commission appointment process. The City Council reserves the right to make all appointments to boards and commissions. Board and commission members serve at the pleasure of the Council and are not granted special privileges because of their appointment.

The following boards and commissions come within the scope of this Policy Statement:

Animal Services Center Advisory Board
Arlington Convention & Visitors Bureau Board of Directors
Arlington Housing Finance Corporation
Building Code Board of Appeals
Citizens Environmental Committee
Community Relations Commission
Electrical Board
Emergency Physician's Advisory Board
Ethics Review Commission
Housing Authority
Landmark Preservation Commission
Library Board
License and Amortization Appeal Board
Mechanical and Plumbing Board of Appeals
North Texas Higher Education Authority
Park and Recreation Board
Planning and Zoning Commission
Special Transportation Advisory Board
Teen Court Advisory Board
Zoning Board of Adjustment

II.
Eligibility

All Arlington residents who are eligible to vote in the City, except youth representatives, who hold no publicly elected office, and who are not in arrears in the payment of any taxes or other liability due the City, are eligible for appointment or

reappointment to a board or commission. A youth representative is required to be a junior or senior in high school with no outstanding liability to the City to be eligible for appointment or reappointment to a board. A resident is eligible to vote if he or she is at least eighteen (18) years of age, a United States citizen, mentally competent and has not been convicted of a felony. Exceptions to the residency requirement may apply to specified positions on certain boards including but not limited to the following:

1. Animal Services Center Advisory Board. Qualified candidates who are nonresidents may be considered for the licensed veterinarian position on the Animal Services Center Advisory Board.

All eligible candidates applying for the first time must complete an application form and submit it to the Mayor and Council Office prior to any advertised deadline.

For purposes of this policy, a "liability due the City" shall include but not be limited to a utility payment that is 90 days overdue and a payment plan is not in place; a municipal court citation that has gone into warrant; or any other liability where the person has been provided notice that payment is due to the City and such payment has not been made within the prescribed timeframe.

For those boards and commissions where specific places are allotted to representatives from specific entities, only one employee from each entity may serve on the board/commission.

City employees shall not be eligible to serve on a City board or commission unless the ordinance or resolution creating the board or commission specifically authorizes such service.

III.
Term of Office

Members shall be appointed for two (2) year terms with the following exceptions:

1. Youth representatives shall be appointed for a term of one (1) year.

2. Arlington Housing Finance Corporation Board of Directors shall be appointed for six (6) year terms as designated in the Corporation's Bylaws.

Places will be assigned to members, and appointment times will be staggered so approximately one-half of the membership on any particular board at any given time will have experience. Members serve as the pleasure of the City Council and may be removed at the discretion of the City Council at any time.

The terms of office shall expire when a term is completed or when a successor has been appointed. In the event a vacancy occurs prior to the expiration of a term, the City

Council may appoint a new member to complete the unexpired term. Any member of a board or commission who is eligible for reappointment may be reappointed by the City Council upon completion of his or her current term.

Unless otherwise specified, a member of a board or commission who ceases to reside in the City of Arlington shall immediately forfeit his or her appointment. No person shall be appointed to more than one (1) permanent board or commission of the City at any one time, except as required by membership specifications of certain boards or commissions.

IV.
Appointment Process

A. **Diversity**. The City's objective is to ensure that membership on its boards and commissions is open and available to all segments of society, including all people of all races and ethnicities. The City seeks a mix of members on boards and commissions with varying backgrounds who will respect and learn from each other while enriching the quality of life for all of Arlington's citizens and making each of the boards and commissions stronger than the sum of its parts. Our City and our Nation's future depend upon leaders who have had wide exposure to the ideas and mores of others as diverse as this Nation of many peoples. The City Council finds that such diversity will contribute to the robust exchange of ideas and make Arlington a better place to live for all of its citizens.

Each applicant will be individually considered based upon their promise of making a notable contribution to the board or commission by way of a particular strength, attainment, or characteristic--e.g., an unusual intellectual achievement, employment experience, nonacademic performance, or personal background.

B. For the boards/commissions where City ordinance or resolution specifies that the Mayor and each Council member shall make individual nominations, the following procedures shall apply:

1. **Appointments in Odd Numbered Years**. The Mayor and Council members elected in odd numbered years shall make nominations to the respective board in odd numbered years such that the nominated member's term corresponds to the term of the nominating Council member. The Mayor and Council members representing Districts 3, 4, 5 and 8 shall make nominations in odd numbered years. Nominations shall be confirmed by majority vote of City Council.

2. **Appointments in Even Numbered Years**. Council members elected in even numbered years shall make nominations to the respective board in even numbered years such that the nominated member's term corresponds to the term of the nominating Council member. Council members representing Districts 1, 2, 6 and 7 shall make nominations in even

numbered years. Nominations shall be confirmed by majority vote of City Council.

3. If a board/commission member is unable to complete his/her term for any reason, the Council member who made the nomination may nominate a successor to complete the remainder of the term subject to confirmation by majority vote of the City Council.

C. **Convention and Visitors Bureau Board of Directors**. The Mayor and each City Council member not serving on the Board of Directors shall nominate an at large member to the Convention and Visitors Bureau Board of Directors for a total of seven at large members. In addition, the Mayor shall nominate with confirmation by the City Council:

1. four board members from the major entertainment attractions as set forth in the Bylaws of the Arlington Convention and Visitors Bureau;

2. three board members from the lodging industry;

3. one board member from the restaurant/retail industry;

4. two board members from the members of the City Council;

5. one board member from the North Arlington Business Council; and

6. one board member from the South Arlington Business Council.

In those situations where a Council member assumes the nomination for an expired term on the Convention and Visitors Bureau Board of Directors when such term does not correspond to the Council member's term, the Council member shall nominate and the City Council shall appoint a person to serve a one year term. Thereafter, the Council member shall make a nomination and the City Council shall appoint a person to serve a two year term that corresponds to the nominating Council member's term of office. The abbreviated term shall not be counted as a full two (2) year term for purposes of term limits.

D. Attachment A sets forth the nomination procedure for individual boards/commissions.

V.
New Members

Upon completion of the appointment process, new members should become familiar with all aspects of their particular board or commission. To aid in this process, new members shall be furnished copies of the telephone numbers of other members and staff, as well as information or regulations that govern that board.

Anti-Bribery Statement and Oath of Office. Members of boards or commissions that exercise responsibilities beyond those that are advisory in nature and are largely independent of the control of the City Council or City staff are considered public officers required by the Texas Constitution to subscribe to an anti-bribery statement and receive the oath of office before entering upon the duties of office.

1. Anti-Bribery Statement. The board or commission member shall sign and swear to the Anti-Bribery Statement BEFORE taking the oath of office. The statement must be sworn to before the City Secretary or a notary public.

2. Oath of Office. AFTER completing the Anti-Bribery Statement and before entering upon the duties of office, the board or commission member shall take the oath of office. The members must sign the oath, and it must be notarized and kept with the minutes book of the board. Those persons who are authorized to administer the oath of office are the City Secretary or any notary public.

The staff member assigned to the board is responsible for securing the necessary Anti-Bribery Statement and Oath.

Open Government Training. New board and commission members are required to complete two (2) hours of open government training consisting of one (1) hour of Open Meetings Act training and one (1) hour of training relative to the Public Information Act. The training should be completed within ninety (90) days of taking the oath of office or assuming the responsibilities of office. New members may view the Texas Attorney General's training DVD or view the video training online at the Texas Attorney General's website: www.oag.state.tx.us. A training completion certificate should be printed from the Attorney General's website and filed in the Mayor and Council office for public inspection.

VI.
Limited Terms

All boards and commissions have limited terms with the following exceptions:

Building Code Board of Appeals
Electrical Board
Emergency Physicians Advisory Board
Mechanical and Plumbing Board of Appeals
North Texas Higher Education Authority
Arlington Convention & Visitors Bureau: representatives from the four major entertainment attractions, lodging industry representatives, Arlington Business Council representatives, and restaurant/retail industry representatives.

It is intended that a person, except youth representatives, be eligible to serve up to two (2) consecutive, full two (2) year terms. Except as provided below, no person should be appointed to serve on one or more designated boards or commissions for more than two (2) consecutive two (2) year terms.

1. Service on One Board or Commission. If a person is appointed to a designated board or commission to complete an unexpired term, the period of the unexpired term shall not be counted as a full two (2) year term.

2. Service on More than One Board or Commission. In those situations where a person currently serving in the middle of his/her term on a board/ commission is nominated by a Council member to serve on a different board/commission, the unexpired term on the previous board/commission shall not count as a full two year term when determining term limits. However, the board/commission member may not serve more than five (5) consecutive combined years of service on the multiple boards/commissions.

3. Arlington Housing Finance Corporation. The Board of Directors for the Arlington Housing Finance Corporation shall be appointed for six (6) year terms as designated in the Corporation's Bylaws.

4. Planning and Zoning Commission. A person is eligible to serve up to three (3) consecutive, full two (2) year terms on the Planning and Zoning Commission.

After completion of the maximum consecutive terms as set out above, a person is not eligible for appointment for one (1) year to the same or any other permanent board or commission of the City. Further, except as provided above, any person appointed to a two (2) year term who leaves office at any time prior to the completion of the two (2) year term shall be considered to have served the entire two (2) years for purposes of determining the one (1) year waiting period referenced above. A youth representative is eligible to serve for a term of one (1) year.

VII.
Attendance at Meetings

The City Council appreciates the dedication and contribution by those who are willing to donate their time to community service. Decisions reached by many of these boards impact the entire community. Therefore, if a quorum is not present throughout a meeting, the integrity of the board as a whole is diminished. It is imperative that members maintain regular attendance. The following procedure is established in order to assist in maintaining the record of attendance.

The Chair should announce, for the record, the names of members absent. Members who cannot attend the meeting should contact the chair or appropriate staff

member concerning his or her absence prior to the meeting. Members will be considered absent if not present for two-thirds (2/3) of the meeting.

Three (3) consecutive absences may result in replacement. Members of the City's boards and commissions with regularly scheduled meetings are expected to attend seventy-five percent (75%) of the meetings held within any given six (6) month period. Members unable to achieve the attendance requirement for any reason may be replaced during their current term or at term end.

Members who cannot meet the attendance requirements for any reason, and who give proper notice as described above, may be replaced but will be eligible for reappointment.

Members who cannot meet the attendance requirements for any reason, and who have not given proper notice as described above, will be replaced and may not be eligible for reappointment.

Members of boards that meet on an "as needed" basis, holding three (3) or fewer meetings per year, are expected to attend sixty percent (60%) or more of those meetings held within any single year period. Members will be required to follow the same attendance and notice procedures as members of other boards.

Alternates appointed by the City Council will not be subject to the same attendance requirements.

VIII.
Schedule of Meetings

The City Council strongly suggests that meeting times be scheduled in the evening after the normal work day in order to encourage an opportunity for broader membership and a wider participation by the public.

IX.
Conflict of Interest

Conflicts of interest are regulated by both State law and City ordinance. State law prohibits board and commission members who exercise responsibilities beyond those that are advisory in nature from participating in a decision regarding a business entity or real property in which the member has a substantial interest. In addition, the City's Code of Ethics as found in Article XII of the Administration Chapter of the City Code provides specific standards of conduct relative to conflicts of interest.

X.
Function of Staff Liaison

A staff member is assigned to each board to perform support services, provide technical data, prepare agendas, post notices of meetings, prepare minutes and other related functions. The staff member is an ex-officio member of the board, but is not entitled to vote or preside over meetings.

The staff member should meet with new members prior to their first board meeting date for a briefing on procedures, legal responsibilities, duties of the board and background information on items that may be considered at the next meeting. The staff liaison will schedule special meetings with the Chair's approval.

XI.
Record of Meetings

A record of all meetings is to be established. Items to be included are as follows:

a. **Agenda**. The agenda will serve as the order of business and provide the form for posting of the notice of meetings. The agenda must be posted at least 72 hours in advance of the meeting in a place(s) readily accessible to the public. In the event a regularly scheduled meeting is cancelled, a notice should be posted stating the cancellation and giving the reason for such cancellation.

b. **Minutes of Meetings**. The staff member assigned to the board or commission will be responsible for keeping an accurate record of all meetings. Copies of the minutes shall be distributed to members and other appropriate parties.

c. **Record of Attendance**. Minutes of each meeting shall also accurately reflect the names of those members in attendance and absent. If a member arrives late or leaves early, the minutes shall indicate the position on the agenda by utilizing the following or similar statement: At this point_____, arrived/left, the time being _____.

XII.
Replacement of Board Members

The City Council reserves the right to replace any board member. If a member wishes to resign, a letter of resignation is requested and should be presented to the Chair of the Board and/or to the Mayor and City Council.

If a member wishes to be reconsidered for reappointment, the decision should be conveyed by means of letter, memo or the return of a form stating the intent.

~~October 2013~~June 2014

ATTACHMENT "A"

CITY OF ARLINGTON BOARDS AND COMMISSIONS

Place Number	Board Place Prerequisites	Nominated By
	Arlington Housing Finance Corporation	
1	Council Member	Mayor
2	Council Member	Mayor
3	Council Member	Mayor
4	Council Member	Mayor
5	At Large	Mayor
	Animal Services Center Advisory Board	
1	At Large	1
2	Animal Welfare	2
3	At Large	3
4	Veterinarian	4
5	At Large	5
6	City Official - Not Neighborhood Services	6
7	At Large	7
8	At Large	8
9	Operates Animal Services Center	Mayor
	Building Code Board of Appeals	
1	Fire Safety	1
2	At Large	2
3	General Contractor or Engineer	3
4	At Large	4
5	At Large	5
6	At Large	6
7	Architect	7
8	At Large	8
9	At Large	Mayor
	Arlington Convention and Visitors Bureau Board of Directors	
1	At Large (1)	Council Member
2	Six Flags	Mayor
3	At Large (1)	Mayor
4	City Council Member	Mayor
5	At Large (1)	Council Member
6	At Large (1)	Council Member
7	Lodging	Mayor
8	Hurricane Harbor	Mayor
9	City Council Member	Mayor
10	At Large (1)	Council Member
11	Lodging	Mayor
12	At Large (1)	Council Member
13	At Large (1)	Council Member
14	Texas Rangers	Mayor
15	Dallas Cowboys	Mayor
16	Lodging	Mayor
17	Restaurant/Retail	Mayor
18	North Arlington Business Council	Mayor
19	South Arlington Business Council	Mayor

(1) Two Council Members serve on the board. The "At Large" positions are nominated by either the Council Members that are not serving or the Mayor, if the Mayor is not serving on the Convention and Visitors Bureau Board.

	Citizens Environmental Committee	
1	At Large	1
2	At Large	2
3	At Large	3
4	At Large	4
5	At Large	5
6	At Large	6
7	At Large	7
8	At Large	8
9	At Large	Mayor
10	At Large	Mayor
	Electrical Board	
1	Electrical Engineer	1
2	Building Contractor	2
3	Licensed Journeyman	3
4	Electrical Contractor	4
5	Active Electrical trade association member	5
6	Active Electrical trade association member	6
7	Public Utility Co	7
8	Licensed Master Electrician	8
9	Active Electrical trade association member	Mayor
	Emergency Physician's Advisory Board	
1	Physician At Large	1
2	Physician At Large	2
3	Physician At Large	3
4	Physician At Large	4
5	Physician At Large	5
6	Arlington Memorial Hospital Representative	6
7	Physician At Large	7
8	Medical Center of Arlington Hospital Representative	8
9	City's Medical Director (ex-officio, non-voting)	Mayor
10	City's Fire Chief (ex-officio, non-voting)	Mayor
11	Physician At Large	Mayor
	Ethics Review Commission	
1	At Large	1
2	At Large	2
3	At Large	3
4	At Large	4
5	At Large	5
6	At Large	6
7	At Large	7
8	At Large	8
9	At Large	Mayor
	Health Authority	
1	At Large	Mayor
	Housing Authority	
1	At Large	Mayor
2	At Large	Mayor
3	At Large	Mayor
4	Tennant Representative	Mayor
5	At Large	Mayor

License & Amortization Appeal Board		
1	At Large	Mayor
2	At Large	Mayor
3	At Large	Mayor
4	At Large	Mayor
5	At Large	Mayor
6	At Large	Mayor
7	At Large	Mayor
Library Board		
1	At Large	1
2	At Large	2
3	At Large	3
4	At Large	4
5	At Large	5
6	At Large	6
7	At Large	7
8	At Large	8
9	At Large	Mayor
10	Student Representative	Mayor
Landmark Preservation Commission		
1	Architecture, Bnkg, Law, Real Estate, Urban Plng	1
2	At Large	2
3	At Large	3
4	Historic Preservation Experience	4
5	Historic Preservation Experience	5
6	At Large	6
7	Historic Preservation Experience	7
8	Architecture, Bnkg, Law, Real Estate, Urban Plng	8
9	At Large	Mayor
Mechanical and Plumbing Board of Appeals		
1	Journeyman Plumber	1
2	Responsible Master Plumber	2
3	Construction Industry Representative	3
4	Construction Industry Representative	4
5	Construction Industry Representative	5
6	Air Conditioning Contractor	6
7	Air Conditioning Contractor	7
8	Mechanical Engineer	8
9	Master Plumber	Mayor
North Texas Higher Education Authority		
1	At Large	Mayor
3	At Large	Mayor
5	At Large	Mayor
7	At Large	Mayor
9	At Large	Mayor

	Park and Recreation Board	
1	At Large	1
2	At Large	2
3	At Large	3
4	At Large	4
5	At Large	5
6	At Large	6
7	At Large	7
8	At Large	8
9	At Large	Mayor
10	Youth Member	Mayor
	Planning and Zoning Commission	
1	At Large	1
2	At Large	2
3	At Large	3
4	At Large	4
5	At Large	5
6	At Large	6
7	At Large	7
8	At Large	8
9	At Large	Mayor
	Special Transportation Advisory Board	
1	At Large	1
2	At Large	2
3	At Large	3
4	At Large	4
5	At Large	5
6	At Large	6
7	At Large	7
8	At Large	8
9	At Large	Mayor
	Teen Court Advisory Board	
1	At Large	1
2	At Large	2
3	At Large	3
4	At Large	4
5	At Large	5
6	At Large	6
7	At Large	7
8	At Large	8
9	At Large	Mayor
10	Youth Member – Arlington High School	Advisory Board
11	Youth Member – James Bowie High School	Advisory Board
12	Youth Member – Lamar High School	Advisory Board
13	Youth Member – Martin High School	Advisory Board
14	Youth Member – Sam Houston High School	Advisory Board
15	Youth Member – Juan Sequin High School	Advisory Board
16	Youth Member – Mansfield Independent School Dist.	Advisory Board
17	Youth Member – Private/Home School	Advisory Board

Zoning Board of Adjustment		
1	At Large	1
2	At Large	2
3	At Large	3
4	At Large	4
5	At Large	5
6	At Large	6
7	At Large	7
8	At Large	8
9	At Large	Mayor
10	Alternate - Nominated by "at large" Council Place 6	6
11	Alternate - Nominated by "at large" Council Place 7	7
12	Alternate - Nominated by "at large" Council Place 8	8
13	Alternate - Nominated by the Mayor	Mayor

~~October 2013~~June 2014

Staff Report

Reappointment of Municipal Court Judges	
City Council Meeting Date: 06-24-2014	Document Being Considered: Resolution

RECOMMENDATION
Approve a resolution reappointing Kathleen Weisskopf as an Associate Municipal Court Judge for the Arlington Municipal Court.

PRIOR BOARD OR COUNCIL ACTION
Judge Weisskopf was last appointed in June 2012.

ANALYSIS
The Texas Government Code (Chapter 30) and the City Code ("Municipal Court" Chapter, Article II) provide that the City Council shall appoint Judges for the Court. The statute and ordinance provide that a Judge holds office for a term of two years, plus an additional period of up to ninety days.

The attached resolution provides for the appointment of Kathleen Weisskopf as Associate Municipal Court Judge. Judge Weisskopf has served as a full-time judge for the City of Arlington since June 2012.

FINANCIAL IMPACT
The financial impact is the salary and benefits over the next two years.

FY 2015	FY 2016
$129,000	$129,000

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)
Stewart Milner
Chief Municipal Judge
817-459-6981
stewart.milner@arlingtontx.gov

Resolution No. _____

A resolution reappointing Kathleen Weisskopf an Associate Municipal Court Judge for the Municipal Court of Record for the City of Arlington, Texas

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

I.

That the City Council officially reappoints Kathleen Weisskopf to serve as an Associate Municipal Court Judge of the Municipal Court of Record for the City of Arlington, Texas.

II.

The above-stated City Council appointment shall be for a term of two (2) years commencing June 24, 2014.

PRESENTED AND PASSED on this the _____ day of _____, 2014, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

_____
ROBERT N. CLUCK, Mayor

ATTEST:

_____
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
JAY DOEGEY, City Attorney

BY _____

Staff Report

Construction Manager at Risk Authorization for Central Library; Project No. CMLIB-14001	
City Council Meeting Date: 06/24/14	Document Being Considered: Resolution

RECOMMENDATION

Authorize the use of the Construction Manager at Risk service delivery method of construction to build the new facility for the Central Library.

PRIOR BOARD OR COUNCIL ACTION

None.

ANALYSIS

The Construction Manager at Risk delivery method of facility construction is authorized under Section 2267.251, CONTRACTS FOR FACILITIES: CONSTRUCTION MANAGER-AT-RISK, of the Texas Local Government Code. Selection of a Construction Manager prior to completion of the final design documents allows for value engineering and constructability reviews throughout the design process, thus reducing the likelihood of design errors and costly change orders during construction. It does not eliminate the requirement for competitive bidding, but allows for bidding by each type of work rather than a single bid for the entire project. This method has proven to result in lower overall project cost and less time for project completion.

This method of project delivery is recommended by Construction Management and the Library Department; however, the statute cited above defines this method as an alternative delivery method and as such requires Council authorization.

FINANCIAL IMPACT

There is no financial impact associated with this action. Staff will return to City Council with a contract that will identify construction costs for this project.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

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

Alf Bumgardner, AIA, LEED AP BD+C
Construction Manager
817-459-6558
Alf.Bumgardner@arlingtontx.gov

Cary Siegfried
Director of Libraries
817-459-6916
Cary.Sigfried@arlingtontx.gov

Jennifer Wichmann
Director of Management Resources
817-459-6408
Jennifer.Wichmann@arlingtontx.gov

Jim Parajon
Director, Community Development and Planning
817-459-6527
Jim.Parajon@arlingtontx.gov

Resolution No. _____

A resolution authorizing the Construction Manager at Risk method of construction to build the new facility for the Central Library

WHEREAS, Chapter 2267 of the Texas Government Code authorizes municipalities to use certain alternative project delivery methods, including Construction Manager at Risk, when entering into a contract for the construction of a facility; and

WHEREAS, Section 2267.056 of the Texas Government Code requires that a governing body that is considering a construction contract using a method specified under Chapter 2267 other than competitive bidding to determine, prior to advertising the project, which method provides the best value for the municipality; and

WHEREAS, the Construction Manager at Risk delivery method is authorized under Section 2267.251 of the Texas Government Code for the construction of facilities and improvements to real property; and

WHEREAS, selection of a Construction Manager prior to completion of the final design documents allows for value engineering and constructability reviews throughout the design process, thus reducing the likelihood of design errors and costly change orders during construction; and

WHEREAS, it does not eliminate the requirement for competitive bidding, but allows for bidding by each type of work rather than a single bid for the entire project; and

WHEREAS, this method has proven to result in lower overall project cost and more timely project completion; NOW THEREFORE

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

I.

That the City Council hereby finds that the Construction Manager at Risk method of construction provides the best value for the City relative to building the new facility for the Central Library, and hereby authorizes the City Manager or his designee to proceed with such procurement.

PRESENTED AND PASSED on this the _____ day of _____, 2014, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

_____

ROBERT N. CLUCK, Mayor

ATTEST:

_____
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
JAY DOEGEY, City Attorney

BY Jim Soliz

Staff Report

Emergency Repair of Culvert on Webb Ferrell Road; Project No. PWDR14003	
City Council Meeting Date: 6/24/2014	Document Being Approved: Resolution

RECOMMENDATION

Approve a resolution declaring an emergency and authorizing the ratification and retroactive authorization of a construction contract with Humphrey & Morton Construction Company of Fort Worth, Texas for the repair of a culvert within Webb Ferrell Road in the amount of $113,207.60.

PRIOR BOARD OR COUNCIL ACTION

None

ANALYSIS

Staff was recently made aware of erosion and undermining of a box culvert under Webb Ferrell Road. Upon investigation, a large void was visible under the culvert which threatened to undermine the culvert structure and the roadway. In addition, a 12-inch sanitary sewer line and 12-inch water line had become exposed due to the erosion. Traffic was immediately shifted away from the void and Freese and Nichols, Inc. was retained to design the improvements.

Staff has coordinated with Humphrey & Morton Construction Company for repairs to the eroded area. The repairs will include filling the void with grout and cement-treated fill, installing a gabion drop structure, installing gabion mattresses along the sides and bottom of the channel, and constructing a structure to convert the sanitary sewer crossing to an aerial crossing. This repair is beyond the ability of the Public Works and Transportation Stormwater Crew. The work will take approximately 60 days to complete. The work began on June 17, 2014, therefore, the contract needs to be retroactively authorized and ratified by the City Council.

This expenditure is exempt from competitive bidding in accordance with the Texas Local Government Code Section 252.022 (a) (2) procurement necessary to preserve or protect the public health or safety, and (3) procurement necessary due to unforeseen damage to public machinery, equipment or other property.

FINANCIAL IMPACT

Funding is available in the following accounts:

Stormwater Utility Fund Account No. 308501-68151-10830199	$58,291.30
Sanitary Sewer Renewal Fund Account No. 648502-68250-17942204	$54,916.30

FY 2014	FY 2015	FY 2016
$113,207.60	$0	$0

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

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

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

Resolution No. _____

A resolution declaring an emergency and ratifying the emergency repair of a box culvert on Webb Ferrell Road and authorizing payment to Humphrey & Morton Construction Company of Fort Worth, Texas, in the amount of $113,207.60

WHEREAS, erosion caused a large void to form under a culvert on Webb Ferrell Road, which threatened to undermine the culvert structure and the roadway; and

WHEREAS, the erosion also exposed an existing 12-inch sanitary sewer line and 12-inch water line; and

WHEREAS, this expenditure is exempt from competitive bidding in accordance with the Texas Local Government Code Section 252.022 (a) (2) procurement necessary to preserve or protect the public health or safety, and (3) procurement necessary due to unforeseen damage to public machinery, equipment, or other property; and

WHEREAS, staff has coordinated with Humphrey & Morton Construction Company for repairs to the eroded area; NOW THEREFORE

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

I.

That all of the recitals contained in the preamble of this resolution are found to be true and are adopted as findings of fact by this governing body and as part of its official record.

II.

That the City Council declares an emergency in order to preserve and protect the public health and safety of the City's residents and ratifies the construction contract with Humphrey & Morton Construction Company of Fort Worth, Texas, in the amount of $113,207.60, relative to the emergency repair of a culvert on Webb Ferrell Road. Funds are available in Stormwater Utility Fund 308501 68151 10830199 ($58,291.30) and Sanitary Sewer Renewal Fund 648502 68250 17942204 ($54,916.30).

PRESENTED AND PASSED on this the _____ day of _____, 2014, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

_____

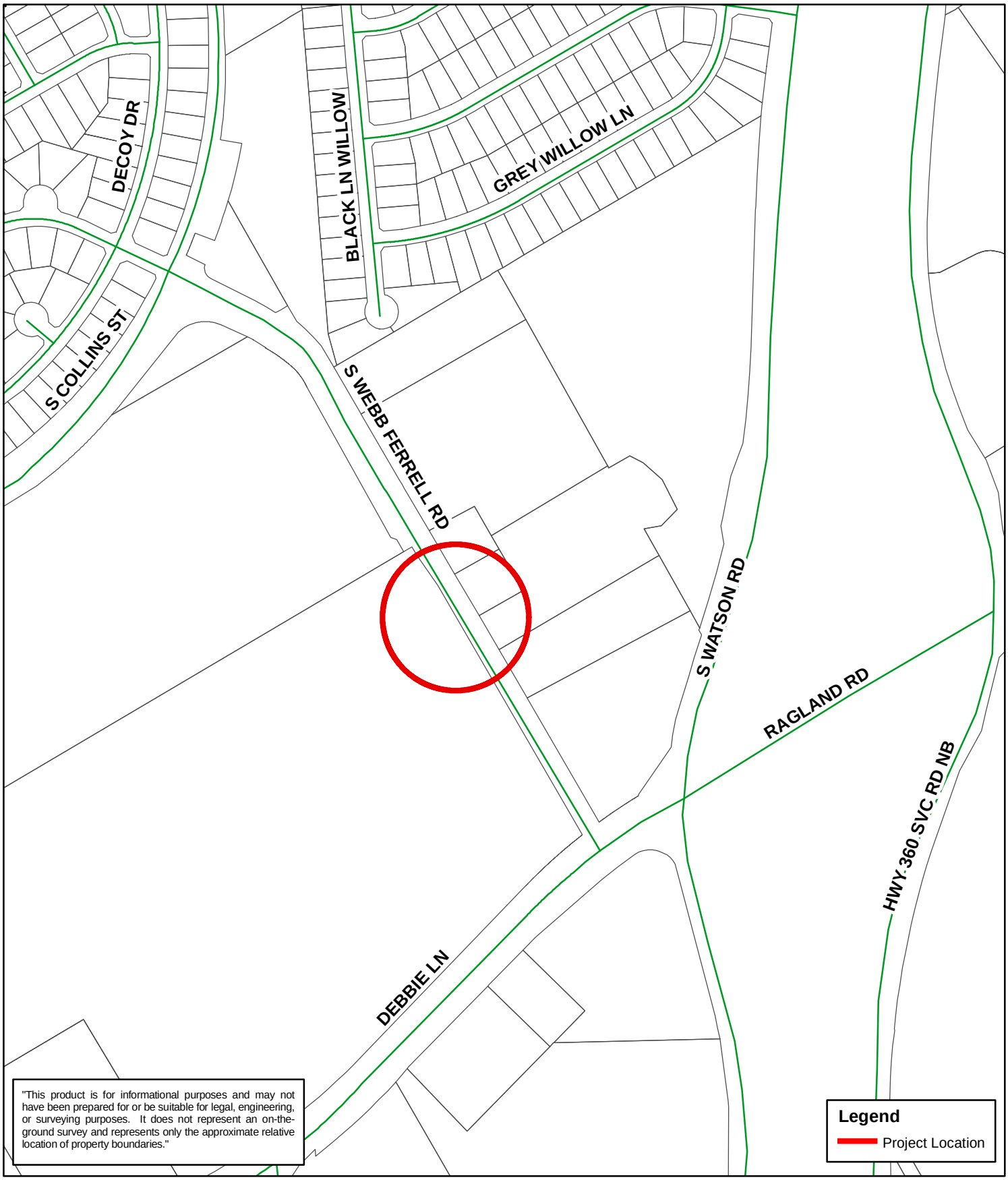
ROBERT N. CLUCK, Mayor

ATTEST:

_____
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
JAY DOEGEY, City Attorney

BY Eddie Martin



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Webb Ferrell Rd. Culvert
Emergency Repair Location Map
PWDR14003

ARLINGTON

Prepared By:
PWT Engineering Operations
06/06/2014

Staff Report

Execution of a Lease Agreement with American Towers, LLC for the Lease of Space for the 800 MHZ Radio System	
City Council Meeting Date: 6/24/14	Document Being Considered: Resolution

RECOMMENDATION

Authorize the City Manager or his designee to execute a five-year lease agreement with American Towers, LLC, relative to the lease of tower space located at 6100 Willard Road, City of Fort Worth, Texas, for the 800 MHZ radio system, in the amount of $4,150 per month beginning no later than July 1, 2014, and increased by three percent annually.

PRIOR BOARD OR COUNCIL ACTION

On September 3, 2013, City Council approved a resolution authorizing the negotiation and execution of a 10-year lease purchase of an upgrade to the Astro@25 Trunked Radio System from Motorola Solutions, Inc, through the Houston-Galveston Area Council Cooperative Purchasing Program in the estimated amount of $10,813,784.

ANALYSIS

The radio system is mission critical infrastructure used by first responder personnel to communicate information during response to emergency calls for service. In addition to Public Safety operations, it is also used by Parks, Public Works, Neighborhood Services and Water Utilities Departments to communicate information necessary for day-to-day operations. The current radio system was installed more than 25 years ago. During the design phase for the new radio system communication coverage shortfalls were identified. In order to close coverage shortfalls, an agreement has been reached with American Tower Corporation to lease space for our equipment on their tower located on the west region of the City.

FINANCIAL IMPACT

FY2014	FY2015	FY2016	FY2017	FY2018
$12,450	$51,294	$52,833	$54,418	$56,051

ADDITIONAL INFORMATION

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

STAFF CONTACTS

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

Mike Finley
Director of Finance
817-459-6403
Mike.Finley@arlingtontx.gov

Cc: Don Crowson, Fire Department
Jim Self, Fire Department
Rhonda Shipp, Fire Department

Resolution No.

A resolution authorizing the execution of a Lease Agreement with American Towers, LLC, relative to the lease of tower space for the 800 MHZ radio system on a portion of the property located at 6100 Willard Road; City of Fort Worth, Tarrant County, Texas.

WHEREAS, on September 12, 2013, the City of Arlington and Motorola Solutions, Inc., entered into a Lease Purchase for the purpose of an upgrade to the Astro@25 Trunked Radio System ["the Lease" with a primary term of ten (10) years], which was duly authorized by the Arlington City Council, Resolution No. 13-223, dated September 3, 2013; and

WHEREAS, the radio system is mission critical infrastructure used by first responder personnel to communicate information during response to emergency calls for service; and

WHEREAS, The City of Arlington desires to lease tower space from American Towers, LLC in order to facilitate the implementation of the 800 MHZ radio system and installation of related supporting equipment.

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 Lease Agreement with American Towers, LLC, for the lease of tower space for the 800 MHZ radio system and related supporting equipment on a portion of the property located a 6100 Willard Road, City of Fort Worth, Tarrant County, Texas.

II.

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

PRESENTED AND PASSED on this the ___ day of ___ , 2014, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

_____
ROBERT N. CLUCK, Mayor

ATTEST:

_____
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
JAY DOEGEY, City Attorney

By _____

LICENSE AGREEMENT
ATC Contract No: _____

This LICENSE AGREEMENT ("**Agreement**") entered into as of the latter signature date hereof ("**Effective Date**") by and between American Towers LLC, a Delaware limited liability company, with a place of business at 10 Presidential Way, Woburn, MA 01801 ("**Licensor**") and the City of Arlington TX, a Texas municipal corporation, with a place of business at 101 S. Mesquite, Arlington, TX 76010 ("**Licensee**").

I. TOWER FACILITY INFORMATION:
Site Name: LAKE ARLINGTON
Site Number: 4166
Address and/or location of Tower Facility: 6100 Willard Rd., Lake Arlington, TX, Fort Worth, TX, 76119-1849
Tower Facility Coordinates: Lat. 32-43-6.78 N Long. 97-13-24.84 W

II. NOTICE & EMERGENCY CONTACTS:
- Licensee's local emergency contact (name and number): Rhonda Shipp (817) 543-5912.
- Licensor's local emergency contact: Network Operations Communications Center (800) 830-3365.
- Notices to Licensee shall be sent to the address above to the attention of David Barber.
- Notices to Licensor shall be sent to the address above to the attention of Contracts Manager.
- Licensor's Remittance Address: American Tower Corporation, Lockbox 7501, P.O. Box 7247, Philadelphia, PA 19170-7501; all payments shall include a reference to the Site Name and Site Number as identified above in Section I.

III. PERMITTED USE OF TOWER FACILITY BY LICENSEE:
Transmitting and Receiving frequencies: See Exhibit A for specific frequencies
Antenna mount height on tower: See Exhibit A for specific location
All other permitted uses of the Tower Facility including Licensee's Approved Equipment, and the Licensed Space are further described in section 4 of this Agreement and Exhibits A and B attached hereto.

IV. FEES & TERM
Monthly License Fee: Four Thousand One Hundred Fifty and 00/100 Dollars ($4,150.00), increased by the Annual Escalator on the first anniversary of the Commencement Date of this Agreement and each anniversary of the Commencement Date thereafter during the Term (as defined in Appendix I). The Annual Escalator is Three Percent (3%).

Application Fee: N/A.

Relocation Application Fee: N/A.

Site Inspection Fee: $1,500.00, increased annually on each anniversary of the Commencement Date of this Agreement by a percentage rate increase equal to the Annual Escalator.

Initial Term: A period of five (5) years beginning on the Commencement Date. The "**Commencement Date**" shall be the earlier of: (i) the date of Licensor's issuance of a NTP or (ii) September 7, 2014.

Renewal Terms: Five (5) additional periods of one (1) year each.

Connection Fee (as described in section 5(b)): N/A

Electricity for operation of Approved Equipment is to be provided by (check one):
☐ Licensor, with the cost of such electricity to be paid by Licensee at the initial rate of $_____ per month ("Utility Fee") subject adjustment pursuant to Section 5(b), OR
☒ Licensee, at its sole expense.

V. TERMS & CONDITIONS
The attached terms and conditions are incorporated herein by this reference.

VI. OTHER PROVISIONS:
Other provisions: (check one): ☐ None ☒ As listed below

A) PCN/PCN Retention Fee/Cross-Default. Licensee, an Affiliate of Licensee or any entity or individual acting on behalf Licensee or an Affiliate of Licensee shall only issue Prior Coordination Notices ("PCNs") for the Permitted Frequencies set forth in Exhibit A and shall not issue PCNs for any other frequencies at this Tower Facility or at any other tower facility owned and/or operated by Licensor unless Licensee has submitted an Application for use of the

subject frequencies to Licensor for which a partially executed License Agreement shall be signed by Licensee and returned to Licensor within sixty (60) days of the submittal of the Application. Licensee shall withdraw PCNs filed for any frequencies which are not licensed to Licensee by Licensor, no more than ten (10) days from the date of Licensee's withdrawal of an Application or Licensor's election to not process a Licensee-submitted Application. Failure to comply with the terms of this Section shall constitute an event of default pursuant to Section 21 herein for which the cure period is set forth in Section 21. In the event Licensee fails to cure a default of this Section as provided in Section 21, Licensee shall pay Licensor Twenty Five Thousand and 00/100 Dollars ($25,000.00) per month as liquidated damages for each tower facility wherein Licensee maintains an active PCN in breach of this Section ("PCN Retention Fee"). Licensor and Licensee acknowledge that holding PCNs in violation of this Section reduces Licensor's opportunity to license space at Licensor's tower facilities and since the actual amount of such lost revenue is difficult to determine, Licensor and Licensee agree that the PCN Retention Fee is a reasonable estimate of the damages that would accrue if a breach occurred. Licensor and Licensee agree that the PCN Retention Fee is fair and reasonable and would not act as a penalty to the breaching party. The PCN Retention Fee shall be remitted by Licensee within ten (10) days of Licensor's written notice to Licensee of Licensee's uncured default of this Section and Licensee shall continue to remit payment of the PCN Retention Fee on a monthly basis on or before the first day of each calendar month while such default of this Section remains uncured. In the event that Licensor does not receive the PCN Retention Fee on or before the first day of each month, then Licensor may, at its option, declare a default of this Agreement and all agreements between Licensor and Licensee and the PCN Retention Fee shall continue to be due and payable as set forth herein until the time Licensee withdraws the subject PCNs.

B) Notwithstanding anything to the contrary in this Agreement, the offer expressed to Licensee in this Agreement shall automatically become null and void with no further obligation by either party hereto if a structural analysis of the Tower Facility completed after the execution of this Agreement by Licensor but before the commencement of the installation of Licensee's Approved Equipment indicates that the Tower Facility is not suitable for Licensee's Approved Equipment unless Licensor and Licensee mutually agree that structural modifications or repairs shall be made to the Tower Facility on mutually agreeable terms.

C) In the event that Licensor determines a Shared Site Interference Study is required, Licensor and Licensee agree and acknowledge that this Agreement shall be contingent upon a satisfactory result of said Shared Site Interference Study.

D) In no event shall Licensee's use of the Tower Facility, or operation of any of its equipment thereon, be conducted in a manner that interferes with Licensor's lighting system located on any of the towers, building systems, or, in the event that Licensee's equipment is installed on the rooftop of a building, with equipment of any kind used by building tenants who are not tenants of the Licensor. In the event that such interference does occur, Licensee shall be solely responsible to reimburse Licensor for any and all costs required to modify and/or upgrade Licensor's lighting system, to comply with all necessary FAA/FCC regulations, as a result of said interference.

E) WAIVER OF TEXAS DECEPTIVE TRADE PRACTICES ACT. LICENSEE SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT ENABLE IT TO EVALUATE THE MERITS AND RISKS OF ITS TRANSACTION WITH LICENSOR, AND THAT IT IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION WITH LICENSOR. LICENSEE HEREBY WAIVES ALL ITS RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES – CONSUMER PROTECTION ACT, SECTION 741 ET. SEQ. OF THE TEXAS BUSINESS AND COMMERCE CODE (THE "DTPA"), A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF LICENSEE'S OWN SELECTION, LICENSEE VOLUNTARILY CONSENTS TO THIS WAIVER.

[Signatures appear on next page]

IN WITNESS WHEREOF, each Party in consideration of the mutual covenants contained herein, and for other good and valuable consideration, intending to be legally bound, has caused this Agreement to be executed by its duly authorized representative as of the date and year written below; *provided, however,* that this Agreement shall not become effective as to either Party until executed by both Parties.

LICENSOR
American Towers LLC,
a Delaware limited liability company

By: _____

Print Name: _____

Its: _____

Date: _____

LICENSEE
City of Arlington TX, a Texas municipal corporation

By: _____

Print Name: Theron Bowman

Its: Deputy City Manager

Date: _____

TERMS AND CONDITIONS

1. **DEFINITIONS.** Capitalized terms defined in the body of this Agreement are indexed by location on Appendix I attached hereto. Capitalized terms used in Agreement but not defined herein are defined in Appendix I.

2. **GRANT OF LICENSE**. Subject to the terms of this Agreement, Licensor hereby grants Licensee a non-exclusive license to install, maintain and operate the Approved Equipment at the Licensed Space. All Approved Equipment shall be and remain Licensee's personal property throughout the Term of this Agreement. Licensor shall maintain the Tower Facility in good order and repair, wear and tear, damage by fire, the elements or other casualty excepted. In no event shall Licensee's license as granted herein include rights to use the air space above the Approved Equipment, and Licensor reserves the right to install, construct and/or operate additional improvements or equipment of Licensor or others above Licensee's Approved Equipment, including Licensee's shelter (commonly referred to as "stacking"), provided that such additional improvements or equipment do not materially and adversely interfere with the access to or operation of the Approved Equipment, including Licensee's shelter. Licensee is not required to utilize a stackable shelter, provided that, if Licensee opts to install a shelter that is not stackable and if Licensor receives an offer to license the air space above Licensee's non-stackable shelter by a proposed subsequent user, Licensor may, at its election, upon 30 days prior written notice require Licensee to replace such non-stackable shelter with a stackable shelter of a comparable size, provided that the proposed subsequent user agrees in writing to be wholly responsible for the cost of Licensee's shelter replacement. Subject to any limitations contained in the Ground Lease, Licensor grants Licensee a right of access to the Tower Facility 24 hours per day, 7 days per week during the Term. Licensor grants Licensee a designated location for the installation of Licensee's utilities over, under or across the Tower Facility (collectively, "**Easement**"). Licensee shall be responsible for any and all Damage or loss that results from the installation of any cables or utility wires by Licensee or any company or person retained by Licensee (including a public utility company), including, without limitation, any damage or loss that results from the accidental cutting of utility wires or cables of any other party operating at the Tower Facility. Licensor shall provide Licensee with one set of keys and/or codes to access the Tower Facility. Licensee shall be responsible for ensuring that Licensor has, at all times, a complete and accurate written list of all employees and agents of Licensee who have been provided the keys or access codes to the Tower Facility. Licensor shall have the right to continue to occupy the Tower Facility and to grant rights to others to the Tower Facility in its sole discretion. Licensee shall have no property rights or interest in the Tower Facility or the Easement by virtue of this Agreement. If Licensor's right to license space on the Tower Facility to Licensee is subject to a right of first refusal for the benefit of a third party and if such third party exercises its right of first refusal prior to the Commencement Date, Licensor may terminate this Agreement upon written notice to Licensee.

3. **EXHIBITS**. Within 45 days following the commencement of the installation of the Approved Equipment, Licensee shall provide Licensor with as-built or construction drawings showing the Approved Equipment as installed [in both hard copy and electronic form] ("**Construction Drawings**"); such Construction Drawings shall include the location of any shelters, cabinets, grounding rings, cables, and utility lines associated with Licensee's use of the Tower Facility. Upon receipt, Licensor shall attach hereto the Construction Drawings as Exhibit C hereto. In the event that Licensee fails to deliver the Construction Drawings as required by this section, Licensor may cause such Construction Drawings to be prepared on behalf of Licensee and Licensor shall assess a fee for such Construction Drawings in an amount equal to 120% of the actual cost of obtaining the Construction Drawings including in-house labor, which upon invoicing shall become immediately due and payable by Licensee. In the event of inconsistency or discrepancy between (a) Exhibit A and Exhibit B hereto, Exhibit A shall govern, and (b) between Exhibit A (with respect to Approved Equipment and antenna locations) together with Exhibit B (with respect to Ground Space installation locations) and Exhibit C hereto, Exhibits A and B shall govern, notwithstanding any approval or signature by Licensor or its agents. Licensee hereby acknowledges and agrees that installation of the Approved Equipment must be in strict accordance with the approved Construction Drawings and Exhibit A and B. Notwithstanding the forgoing, Licensee shall not infer nor shall acceptance of the Construction Drawings by Licensor be deemed to be a representation by Licensor that (i) such Construction Drawings or the plans and specifications described therein are in compliance with federal, state or local laws, ordinances, rules or regulations, (ii) that such installation shall not cause impermissible or unlawful interference, or (iii) that such installation is consistent with Licensee's permitted installation as specifically set forth in Exhibits A and B hereto.

4. **USE**. Subject to the terms of the Ground Lease, Licensee shall be permitted the non-exclusive right to install, maintain, operate, service, modify and/or replace its Approved Equipment at the Licensed Space, which Approved Equipment shall be utilized for the transmission and reception of wireless voice and data communications signals (such transmission and reception to be solely within the Permitted Frequencies, and, if the Permitted Frequencies include licensed spectrum, within the spectrum licensed to Licensee by the FCC). If as of the Effective Date, Licensee's wireless business consists of a one-way network which requires only that signals be transmitted from the Tower Facility, then notwithstanding the foregoing sentence, Licensee's use of Tower Facility under this Agreement shall be limited to the transmission of wireless voice and data communications signals. Licensee's permitted use with respect to the Licensed Space shall be limited solely to that enumerated in this section, and, except pursuant to separate agreement

with Licensor, no person or entity other than Licensee shall have the right to install, maintain or operate its equipment or transmit or receive communications at, or otherwise use, the Licensed Space.

5. LICENSE FEES; TAXES; ASSESSMENTS.

(a) **Monthly License Fee**. The Monthly License Fee as adjusted by the Annual Escalator, shall be payable in advance on the first day of each calendar month during the Term beginning upon the Commencement Date. If the Commencement Date is not the first day of a calendar month, the Monthly License Fee for any partial month shall be prorated on a daily basis.

(b) **Utilities**. All utility services installed on the Tower Facility for the use or benefit of Licensee shall be made at the sole cost and expense of Licensee and shall be separately metered from Licensor's utilities. Licensee shall be solely responsible for extending utilities to the Tower Facility as necessary for the operation of the Approved Equipment and for the payment of utility charges including connection charges and security deposits incurred by Licensee. Licensee shall obtain and pay the cost of telephone connections, the installation of which shall be in compliance with the procedures for installation and maintenance of Approved Equipment set forth herein.

(c) **Taxes**.

(i) Property Taxes. Licensee shall be responsible for the reporting and payment when due of any tax directly related to Licensee's ownership or operation of the Approved Equipment and such reporting and payment shall be made directly to the appropriate tax authorities. Licensee shall reimburse Licensor in full for any taxes assessed against Licensor but attributed to the Approved Equipment within 30 days of Licensor's request for such reimbursement. Licensor shall pay all property taxes directly assessed against Licensor's property or for which Licensor is obligated to pay under the Ground Lease, provided, however, Licensee shall reimburse Licensee's pro rata share of such taxes. Licensee's pro rata share shall be determined by dividing such taxes evenly among all users Licensor has permitted to utilize any portion of the Tower Facility. Licensee shall reimburse Licensor for such taxes within 30 days of Licensor's request for such reimbursement.

(ii) Sales; Use and Other Taxes. Licensor shall be responsible for billing, collecting, reporting, and remitting sales, use and other taxes directly related to any License Fee or other payments received pursuant to this Agreement. Licensee shall be responsible for reimbursing Licensor for all such sales, use and other taxes billed related to any payments received pursuant to this Agreement. Licensor shall add to the License Fee or any other payment then due and payable any associated sales, use or other tax, which shall be paid by Licensee at the same time and in the same manner as License Fee or other payment due and payable under this Agreement.

(d) **Federal Use Fees & Assessments**. In the event that a particular Licensed Space is at a Tower Facility located on property which is owned by the Bureau of Land Management ("***BLM***") or the United States Forest Service ("***USFS***"), Licensee shall reimburse Licensor for any and all fees or assessments attributable to this Agreement or Licensee's use of the Licensed Space paid by Licensor to the BLM or USFS related to such Tower Facility within 30 days of Licensor's request for such reimbursement.

(e) **Restrictions on Reimbursement.** Solely for the purposes of determining Licensee's portion of such taxes, fees, assessments or similar expenses as contemplated in this Section 5 or anywhere else in this Agreement, if any such amounts are determined in whole or in part on the income or profits (aside from gross revenues) of any person or entity, Licensor and Licensee shall agree on a fixed amount (subject to the Annual Escalator, which shall be applied in the same manner as it is applied to the License Fee), that shall be treated as such tax, fee, assessment or similar expense in lieu of the actual amount, which agreed to amount shall be set forth in an amendment to this Agreement.

(f) **Payment Address**. All payments due under this Agreement shall be made to Licensor at Licensor's Remittance Address shown on page 1 of this Agreement or such other address as Licensor may notify Licensee of in writing.

(g) **No Set-Off**. All payments due under this Agreement shall be due without set-off, notice, counterclaim or demand from Licensor to Licensee.

(h) **Effect of Partial Payment**. No endorsement or statement on any check or letter accompanying a check for payment of any monies due and payable under the terms of this Agreement shall be deemed an accord and satisfaction, and Licensor may accept such check or payment without prejudice to its right to recover the balance of such monies or to pursue any other remedy provided by law or in this Agreement.

6. TERM.

(a) **Initial Term**. The Initial Term of this Agreement shall be as specified on page 1.

(b) **Renewal Term**. The Term of this Agreement may be extended for each of the Renewal Terms as specified on page 1 of this Agreement, provided that at the time of each such renewal, (i) the Ground Lease remains in effect and has not expired or been terminated, (ii) Licensee is not in default hereunder and no condition exists which if left uncured would with the passage of time or the giving of notice result in a default by Licensee hereunder and (iii) the original Licensee identified on page 1 of this Agreement has not assigned, sublicensed, subleased or otherwise transferred any of its rights hereunder. Provided that the foregoing conditions are satisfied, this Agreement shall automatically renew for each successive Renewal Term unless either Party notifies the other in writing of its intention not to renew this Agreement at least 180 days prior to the end of the then existing Term.

(c) **Holdover Term**. If Licensee fails to remove the Approved Equipment at the expiration of the Term, such failure shall be deemed to extend the terms of this Agreement on a month-to-month basis under the same terms and conditions herein except that (i) a Monthly License Fee shall be due on or before the first day of every calendar month during such month-to-month term in an amount equal to 150% of the Monthly License Fee in effect for the last month of the Term ("**Holdover Fee**"), such Holdover Fee to escalate annually on the anniversary of the Commencement Date by an amount equal to 6% of the Holdover Fee in effect for the month immediately prior to the month in which escalation takes place, and (ii) the month-to-month extension shall be terminable upon 15 days' prior written notice from either Licensor or Licensee to the other; provided, however, nothing contained herein shall grant Licensee the unilateral right to extend the Term of this Agreement after the expiration of the Term. In addition to the Monthly License Fee payable to Licensor in the event of an extension under this subsection 6(c), Licensee agrees to indemnify and hold Licensor harmless from any Damages arising out of or in connection with the extension, the operation of the Approved Equipment at the Tower Facility and Licensee's failure to perform all of its obligations under this Agreement at the termination or earlier expiration of this Agreement.

7. LIMITED COMMON EXPENSES. Licensee shall reimburse Licensor for Licensee's pro-rata share of all common expenses (the "**Common Expenses**") incurred by Licensor in the installation, operation, maintenance and repair of the Tower Facility, including, but not limited to, the construction, maintenance and repair of a common septic system and field, insurance, common utilities and any and all other costs of operating and maintaining the Tower Facility. Notwithstanding the foregoing, the cost and expenses associated with any Damage which is directly attributable to the acts or omissions of Licensee or Licensee's contractors shall be borne solely by Licensee. Licensee shall not be required to pay any share of costs or expenses incurred to replace the Tower. In the event that Licensee also licenses space within a building or shelter owned by Licensor on the Tower Facility, Licensee shall also reimburse Licensor for its pro-rata share of all Common Expenses incurred for the operation, maintenance, repair and replacement associated with such building or shelter, including, without limitation, the physical structure of the building, HVAC system, and common utility expenses. In the event that Licensee is connected to a generator or back-up power supply owned by Licensor, Licensee shall also reimburse Licensor for its pro-rata share of all expenses incurred for the operation, maintenance, repair and replacement associated with such generator, including, without limitation, fuel expenses. For the purposes of this section, a "pro-rata share" of costs and expenses shall be determined based on the number of licensees using the Tower Facility (or with respect to a shared shelter or building, the number of licensees using Licensor's shelter or building) on the first day of the month in which an invoice is mailed to Licensee. Licensee shall reimburse Licensor for Common Expenses within 30 days following receipt of an invoice from Licensor. .

8. SITE INSPECTION. Concurrent with Licensee's delivery of a fully executed Agreement to Licensor, and before the date of any subsequent modifications to or installation of additional Approved Equipment, Licensee shall pay Licensor the Site Inspection Fee as defined on page 1 of this Agreement. Licensee acknowledges that any site inspection performed by Licensor of Licensee's installation is for the sole purpose and benefit of Licensor and its affiliates, and Licensee shall not infer from or rely on any inspection by Licensor as assuring Licensee's installation complies with any Applicable Laws, that the installation was performed in a good, workmanlike manner or that such installation will not cause impermissible or unlawful interference.

9. LABELING. Licensee shall identify its Approved Equipment, including its equipment cabinets and coaxial cable (at the top and bottom of the Tower) (unless such cabinet is located in a building or cabinet owned by Licensee) by labels with Licensee's name, contact phone number and date of installation. In the event that Licensee fails to comply with this provision and fails to cure such deficiency within 10 days of Licensor's written notice of such failure, Licensor may, but is not obligated to, in addition to any other rights it may have hereunder, label the Approved Equipment and assess against Licensee a fee of $1,500 which shall be payable to Licensor upon receipt of an invoice therefor. Licensor shall not be responsible to Licensee for any expenses or Damages incurred by Licensee arising from the interruption of Licensee's service caused by Licensor, if Licensor is unable to identify the Approved Equipment as belonging to Licensee as a result of Licensee's failure to label such Approved Equipment.

10. IMPROVEMENTS BY LICENSEE.

(a) **Installation and Approved Vendors**. Prior to the commencement of any Work on the Tower Facility, Licensee shall submit to Licensor for review and approval, which approval shall not be unreasonably withheld, detailed plans and specifications accurately describing all aspects of the proposed Work. Licensee shall provide notice to Licensor no less than 5 days prior to the date upon which Licensee intends to commence Work at the Tower Facility, together with a construction schedule, so Licensor has the opportunity to be present during any such Work. Licensee shall not commence Work on the Tower Facility until Licensor issues to Licensee a NTP. Licensor shall issue a NTP only upon request from Licensee and receipt of the following complete and accurate documentation: (1) evidence that any contingencies set forth in the approval of Licensee's Application have been satisfied; (2) evidence that Licensee has obtained all required governmental approvals including, but not limited to, zoning approvals, building permits, and any applicable environmental approvals including copies of the same; (3) a copy of the plans and specifications that have been approved by Licensor for the proposed equipment installation; (4) evidence that any party, other than the Licensor but including the Licensee, that will be performing the Work are on Licensor's approved vendor list, with valid and current worker's compensation and general liability insurance certificates on file with Licensor naming Licensor as an additional insured and which otherwise satisfy the insurance coverage requirements set forth in section 15(d) of this Agreement; and (5) a construction schedule. In no event will a NTP be issued prior to the payment by Licensee of a Relocation Application Fee when required pursuant to section 10(c) of this Agreement. Notwithstanding anything to the contrary in this Agreement, Licensor reserves the right, in its sole discretion, to refuse to permit any person or company to climb the Tower.

(b) **Structural Analysis/Interference Analysis**. Prior to the commencement of any Work on the Tower Facility by or for the benefit of Licensee, Licensor may, in its reasonable discretion, perform or cause to be performed a structural analysis or require a professional engineer's certified letter to determine the availability of capacity at the Tower Facility for the installation or modification of any Approved Equipment and/or additional equipment at the Licensed Space by Licensee. Licensee agrees to remit payment to Licensor for all reasonable costs and expenses incurred by Licensor for such structural analysis or professional engineer's certified letter ("**Structural Analysis Fee**") within 30 days following receipt of an invoice from Licensor. The foregoing charge shall be at Licensor's prevailing rates for the performance of same or the amount Licensor's vendor is then charging Licensor, as applicable. In the event a structural analysis is performed after the execution of this Agreement but prior to the initial installation of the Approved Equipment, and such analysis indicates that the existing Tower cannot accommodate the proposed installation of Licensee's Approved Equipment thereon, Licensor shall notify Licensee that modification of the Tower is required and inform Licensee of the fee Licensor will charge Licensee to complete such modification (which fee shall be a reasonable estimate of Licensor's actual cost of making such modifications). Such modification shall become part of the Tower Facility and be Licensor's sole property. If Licensee elects not to pay such fee, and Licensee and Licensor do not otherwise reach an agreement regarding the costs of such modification, Licensee may terminate this Agreement upon written notice to Licensor. Prior to the commencement of any initial or subsequent construction or installation on the Tower Facility by or for the benefit of Licensee and/or the modification of Licensee's Permitted Frequencies propagated from the Licensed Space, Licensor may elect to perform a shared site interference study ("**SSIS**") and Licensee shall pay Licensor a fee of $1,600.00 per study ("**SSIS Fee**"), as adjusted annually on the anniversary of the Commencement Date by a percentage rate equal to the Annual Escalator. This fee shall be payable at the time Licensee pays the Relocation Application Fee where required pursuant to section 10(c) of this Agreement, or immediately upon receipt of notice from Licensor that Licensor has determined that a SSIS is required. In the event a SSIS is performed after the execution of this Agreement by Licensor but prior to the installation of Licensee's Approved Equipment, and such SSIS indicates that the proposed installation of Licensee's Approved Equipment on the Tower is acceptable, such an indication in no way relieves Licensee of its obligations under section 11 herein.

(c) **Equipment; Relocation, Modification, Removal.** Licensor hereby grants Licensee reasonable access to the Licensed Space for the purpose of installing and maintaining the Approved Equipment and its appurtenances. Except as otherwise provided, Licensee shall be responsible for all site Work to be done on the Licensed Space or the Easement pursuant to this Agreement. Licensee shall provide all materials and shall pay for all labor for the construction, installation, operation, maintenance and repair of the Approved Equipment. Licensee shall not construct, install or operate any equipment or improvements on the Tower Facility other than those which are described on Exhibit A, alter the Permitted Frequencies, or alter the operation of the Approved Equipment. Licensee shall submit an Application, utilizing Licensor's then current form, to request the right to replace or modify its Approved Equipment, alter the Permitted Frequencies or increase the Ground Space, which Application shall be accompanied by a Relocation Application Fee. Licensor shall evaluate for approval the feasibility of Licensee's request, which approval shall be in Licensor's sole discretion. Licensee acknowledges that any such relocation or modification of the Approved Equipment may result in an increase in the Monthly License Fee. An amendment to this Agreement shall be prepared to reflect each addition or modification to Licensee's Approved Equipment to

which Licensor has given its written consent and the resulting increase in the Monthly License Fee, if any. Licensee shall have the right to remove all Approved Equipment at Licensee's sole expense on or before the expiration or earlier termination of the License provided Licensee repairs any damage to the Tower Facility or the Tower caused by such removal. Within 30 days of the expiration or termination of this Agreement for any reason, Licensee shall: (i) remove the Approved Equipment and any other property of Licensee at the Tower Facility at Licensee's sole risk, cost, and expense; (ii) deliver the Licensed Space in substantially the same and in as good a condition as received (ordinary wear and tear excepted); and (iii) repair any damage caused by the removal of the Approved Equipment within 10 days of the occurrence of such damage. If Licensee fails to timely pay the Holdover Fee or does not remove its Approved Equipment within 30 days after the expiration or termination of this Agreement, (i) the Approved Equipment shall be deemed conclusively and absolutely abandoned by Licensee and anyone claiming by, through, or under Licensee except for Hazardous Materials and waste and Approved Equipment containing Hazardous Materials and waste; and (ii) Licensor shall have the right to remove the Approved Equipment at Licensee's sole expense and dispose of such Approved Equipment in any manner Licensor so elects, and Licensee shall reimburse Licensor for its expenses upon demand without off-set.

11. RF INTERFERENCE/ USER PRIORITY.

(a) **Definitions.** For purposes of this section 11, the following capitalized terms shall have the meanings set forth herein:

(i) **Interference** includes any performance degradation, misinterpretation, or loss of information to a radio communications system caused by unwanted energy emissions, radiations, or inductions, but shall not include permissible interference as defined by the FCC, and in addition, with regard to Unlicensed Frequencies, congestion.

(ii) **Licensed Frequencies** are those certain channels or frequencies of the radio frequency spectrum that are licensed by the FCC in the geographic area where the Tower Facility is located.

(iii) A **Licensed User** is any user of the Tower Facility, including Licensee, which transmits and/or receives Licensed Frequencies at the Tower Facility, but only with respect to such Licensed Frequencies.

(iv) A **Priority User** is any Licensed User of the Tower Facility that holds a priority position in relationship to Licensee for protection from Interference, as determined in this section 11, which status is subject to change as set forth herein.

(v) A **Subsequent User** is any user of the Tower Facility that holds a subordinate position in relationship to Licensee for protection from Interference, as determined in this section 11, which status is subject to change as set forth herein.

(vi) **Unlicensed Frequencies** are those certain channels or frequencies of the radio frequency spectrum that are not licensed by the FCC and are available for use by the general public in the geographic area where the Tower Facility is located.

(vii) An **Unlicensed User** is any user of the Tower Facility, including Licensee, which transmits and/or receives Unlicensed Frequencies at the Tower Facility, but only with respect to such Unlicensed Frequencies.

(b) **Information**. Licensee shall cooperate with Licensor and with other lessees, licensees or occupants of the Tower Facility for purposes of avoiding Interference and/or investigating claims of Interference. Upon request, Licensee, within 10 days of Licensor's request, shall provide Licensor with a list of Licensee's transmit and receive frequencies and Approved Equipment specifications necessary to resolve or investigate claims of Interference.

(c) **Unlicensed Frequencies**. Notwithstanding any other provision contained herein, as among Licensor, Licensee and other users of the Tower or Tower Facility, (i) an Unlicensed User shall have no priority with respect to any other FCC Unlicensed Users with respect to Interference; and (ii) an Unlicensed User's rights and obligations with respect to such Interference shall be determined and governed by FCC Rules and Regulations and any other Applicable Law. Licensor expressly disclaims any and all warranties and accepts no responsibility for management, mediation, mitigation or resolution of Interference among FCC Unlicensed Users operating at the Tower Facility and shall have no liability therefor.

(d) **Licensed Frequencies**. Subject to FCC Rules and Regulations and other Applicable Law, the Parties acknowledge and agree that the accepted industry standard for priority protection from Interference between

multiple Licensed Users has been based on the priority of occupancy of each user to another user of the Tower or Tower Facility, which priority has been based on the order of submittal of its collocation Application by each user of the Tower or Tower Facility. Should Application of FCC Rules and Regulations and other Applicable Law not resolve any claims of Interference consistent with subsections 11(e), 11(f) and 11(g) below, as among Licensor, Licensee and other users of the Tower Facility, (i) each Licensed User's priority shall be maintained so long as the Licensed User does not change the equipment and/or frequency that it is entitled to use at the Tower Facility at the time of its initial occupancy; and (ii) Licensee acknowledges and agrees that if Licensee replaces its Approved Equipment or alters the radio frequency of the Approved Equipment to a frequency range other than as described on page 1 of this Agreement, Licensee will lose its priority position for protection from Interference with regard to Approved Equipment operating at the new frequency in its relationship to other Licensed Users which are in place as of the date Licensee replaces its Approved Equipment or alters its radio frequency, consistent with this section 11.

(e) **Correction.**

(i) Licensee. Licensee agrees not to cause Interference with the operations of any other user of the Tower or Tower Facility and to comply with all other terms and provisions of this section 11 imposed upon Licensee. If Licensor determines, in its reasonable discretion based on standard and accepted engineering practices, that Licensee's Approved Equipment is causing Interference to the installations of Licensor or a Priority User, Licensee shall, within 48 hours of notification from Licensor, commence such actions as are necessary to mitigate or eliminate the Interference, with the exception of ceasing Licensee's operations. If Licensee cannot mitigate or eliminate such Interference within the 48 hour period, Licensor may file a complaint with the FCC (currently the FCC's Enforcement Bureau, Spectrum Enforcement Division) or if such other user of the Tower Facility which is subject to Interference from Licensee's Approved Equipment is a Priority User, then upon the request of such Priority User consistent with Licensor's contractual obligations owed to the Priority User, Licensor may require that Licensee turn off or power down its interfering Approved Equipment and only power up or use such Approved Equipment during off-peak hours specified by Licensor in order to test whether such Interference continues or has been satisfactorily eliminated. If Licensee is unable to resolve or eliminate, to the satisfaction of Licensor, such Interference within 30 days from Licensee's initial notification thereof, Licensee will immediately remove or cease operations of the interfering Approved Equipment.

(ii) Licensor. Upon the request of Licensee, Licensor hereby covenants to take commercially reasonable efforts to prohibit a Subsequent User from causing Interference with the operations of Licensee to the extent Licensee is a Priority User pursuant this section 11. If Licensor determines, in its reasonable discretion based on standard and accepted engineering practices, that a Subsequent User's equipment is causing Interference to the installations of Licensee, upon Licensee's request, Licensor shall, within 48 hours of request, commence such actions as are necessary to mitigate or eliminate the Interference, with the exception of ceasing Subsequent User's operations.

(iii) Government Users. Notwithstanding the foregoing, if another user of the Tower or Tower Facility is a governmental entity, Licensor shall give such governmental entity written notice of the Interference within 5 Business Days of Licensor's determination that such action is reasonably necessary. Licensor shall have the right to give the governmental entity 5 Business Days, or more as specified in the governmental site or occupancy agreement or as required by Applicable Law, from the receipt of such notice prior to Licensor being required to take any actions required by this subsection 11 (e) to cure such Interference.

(f) **FCC Requirements Regarding Interference**. Nothing herein shall prejudice, limit or impair Licensee's rights under Applicable Law, including, but not limited to, FCC Rules and Regulations to redress any Interference independently of the terms of this section 11. Notwithstanding anything herein to the contrary, the provisions set forth in this section 11 shall be interpreted in a manner so as not to be inconsistent with Applicable Law, including, but not limited to, FCC Rules and Regulations and nothing herein relieves Licensee from complying with all Applicable Laws governing the propagation of radio frequencies and/or radio frequency interference. The Parties acknowledge that currently FCC Rules and Regulations govern the obligations of wireless telecommunication service providers with respect to the operation of equipment and use of frequencies. Consequently, the provisions set forth in this section 11 are expressly subject to CFR, Title 47, including but not limited to Part 15, et seq, governing Radio Frequency Devices; Part 20, et seq, governing commercial mobile radio services; Part 24, et seq, governing personal communications services; and Part 90, et seq, governing private land mobile radio services. In addition, in accordance with good engineering practice and standard industry protocols, licensees employ a wide range of techniques and practices, including those involving the use of proper types of equipment as well those related to the adjustment of operating parameters, in a mutually cooperative effort to identify and mitigate sources of Interference. The obligation of Part 20 licensees, including, but not limited to, private paging, specialized mobile radio services, cellular radiotelephone service and personal communications services, to avoid Interference is set forth in 47 CFR Part 90, Subpart N – Operating Requirements, §90.403(e). Claims of Interference are ultimately cognizable before

the FCC's Enforcement Bureau, Spectrum Enforcement Division. Licensee shall observe good engineering practice and standard industry protocols, applying such commercially reasonable techniques as constitute best practices among licensees, in the deployment of their frequencies and the operation of the Approved Equipment. If Licensee deploys its frequencies or operates the Approved Equipment in a manner which prevents any other user of the Tower or Tower Facility from decoding signal imbedded in their licensed frequencies such that the Spectrum Enforcement Division makes a determination that Licensee is the cause of the Interference and Licensee fails or refuses to mitigate or eliminate the Interference within the time and manner proscribed by the Spectrum Enforcement Division, Licensee shall be default of this Agreement and the remedies set forth in section 22 shall apply.

(g) **Public Safety Interference**. As of the Commencement Date, Licensor and Licensee are aware of the publication of FCC Final Rule, Private Land Mobile Services; 800 MHz Public Safety Interference Proceeding, *Federal Register*: November 22, 2004 (Volume 69, Number 224), Rules and Regulations, Page 67823-67853 ("**Final Rule**"). Claims of Interference made by or against users which are public safety entities shall be in compliance with the Final Rule as and when effective, or otherwise in accordance with FCC Rules and Regulations.

(h) **AM Detuning**. The parties acknowledge that the FCC Rules and Regulations govern the obligations of Licensee with respect to the operation of the Approved Equipment. Consequently, the provisions set forth in this Agreement are expressly subject to the FCC Rules and Regulations, including, but not limited to 47 C.F.R. §§ 27.63, 22.371 and 73.1692. Licensee agrees, at Licensee's sole cost, to comply with the foregoing as well as any and all other FCC Rules, Regulations and public guidance relating to AM detuning as such provisions currently exist or are hereafter modified. Licensee shall be fully responsible for any pre and/or post installation testing for AM interference at the Tower Facility and for the installation of any new detuning apparatus or the adjustment of any existing detuning apparatus that may be necessary to prevent adverse effects on the radiation pattern of any AM station caused by the installation of the Approved Equipment. Licensee shall provide Licensor with written proof of such compliance. In the event that Licensee determines that pre or post-installation testing for AM interference is not required at the Tower Facility, such a determination shall be at Licensee's sole risk. If Licensee or Licensor receives a complaint of interference from an AM broadcast station after the Approved Equipment is added to a Tower or a Tower is modified to accommodate Licensee, Licensee shall eliminate such interference within 30 calendar days of the receipt of such complaint. Licensee's failure to eliminate such interference within such 30 day period shall constitute a default under this Agreement and Licensor shall have the right to eliminate such interference at Licensee's expense. Licensee further agrees to indemnify Licensor in the event that Licensee's failure to comply with the FCC Rules and Regulations prior to installation/modification of the Approved Equipment results in any administrative investigation, proceeding or adjudication with respect to Licensor.

12. SITE RULES AND REGULATIONS. Licensee agrees to comply with the reasonable rules and regulations established from time to time at the Tower Facility by Licensor, which may be modified by Licensor from time to time upon receipt by Licensee of such revised rules and regulations. Such rules and regulations will not unreasonably interfere with Licensee's use of the Licensed Space under this Agreement.

13. DESTRUCTION; CONDEMNATION.

(a) **Destruction.** If the Tower or other portions of the improvements at the Tower Facility owned by Licensor are destroyed or so damaged as to materially interfere with Licensee's use and benefits from the Licensed Space, Licensor or Licensee shall be entitled to elect to cancel and terminate this Agreement on the date of such casualty and any unearned Monthly License Fee paid in advance of such date shall be refunded by Licensor to Licensee within 30 days of such termination date. Notwithstanding the foregoing, Licensor may elect, in its sole discretion, to restore the damaged improvements, in which case Licensee and Licensor shall remain bound to the terms of this Agreement but Licensee shall be entitled to an abatement of the Monthly License Fee during the loss of use. If the Tower is so damaged that reconstruction or repair cannot reasonably be undertaken without removing the Approved Equipment, then (i) Licensor may, upon giving written notice to Licensee, remove any of the Approved Equipment and interrupt the signal activity of Licensee, (ii) Licensee may, at Licensee's sole cost and expense, install temporary facilities pending such reconstruction or repair, provided such temporary facilities do not interfere with the construction, rebuilding or operation of the Tower, (iii) Licensor agrees to provide Licensee alternative space, if available, on the Tower or at the Tower Facility during such reconstruction/repair period and (iv) should Licensor not substantially restore or replace the Tower in a fashion sufficient to allow Licensee to resume operations thereon within 6 months of the date of casualty, provided that such 6 month period shall be automatically extended for so long as Licensor has commenced and diligently continues to restore or replace such Tower, and Licensee's operation has been materially disrupted for 60 or more consecutive days, then Licensee, upon 30 days' prior written notice to Licensor, may terminate this Agreement.

(b) **Condemnation.** If the whole or any substantial part of the Tower Facility shall be taken by any public authority under the power of eminent domain or in deed or conveyance in lieu of condemnation so as to materially interfere with Licensee's use thereof and benefits from the Licensed Space, then this Agreement shall terminate on the part so taken on the date of possession by such authority of that part, and Licensor or Licensee shall have the right to terminate this Agreement and any unearned Monthly License Fee paid in advance of such termination shall be refunded by Licensor to Licensee within 30 days following such termination. Notwithstanding the foregoing, Licensor may elect to rebuild the Tower or other improvements affected by such condemnation at an alternate location or property owned, leased or managed by Licensor, in which case Licensee and Licensor shall remain bound hereby. Upon such relocation of the Tower or improvements, the Licensed Space shall be modified to include the new Tower or improvements and the property on which the same are located and this Agreement shall be amended accordingly to clarify the rights of Licensor and Licensee with respect to the Licensed Space. Licensee agrees not to make a claim to the condemning authority for any condemnation award to the extent such claim shall diminish or affect the award made to Licensor with regard to such condemnation.

(c) **License Fee Abatement.** The Monthly License Fee with respect to the affected Tower Facility shall be abated during any period that the Tower has not been restored following an event described in subsections (a) or (b) above so long as Licensee is unable to continue to operate from a temporary location at the property during any period of restoration.

14. COMPLIANCE WITH LAWS. Licensor shall be responsible for compliance with any marking and lighting requirements of the FAA and the FCC applicable to the Tower Facility, provided that if the requirement for compliance results from the presence of the Approved Equipment on the Tower, Licensee shall pay the costs and expenses therefor (including any lighting automated alarm system so required). Licensee has the responsibility of carrying out the terms of Licensee's FCC license with respect to tower light observation and notification to the FAA if those requirements imposed on Licensee are in excess of those required of Licensor. Notwithstanding anything to the contrary in this Agreement, Licensee shall at all times comply with all Applicable Laws and ordinances and all rules and regulations of municipal, state and federal governmental authorities relating to the installation, maintenance, location, use, operation, and removal of the Approved Equipment and other alterations or improvements authorized pursuant to the provisions of this Agreement.

15. INDEMNIFICATION; INSURANCE.

(a) **Mutual Indemnity. Subject to the mutual waiver of subrogation set forth in section 27, Licensee and Licensor each indemnifies, to the extent allowed by law, the other against and holds the other harmless from any and all costs, demands, Damages, suits, expenses, or causes of action (including reasonable attorneys fees and court costs) which arise out of the use and/or occupancy of the Licensed Space by the Indemnifying Party. This indemnity does not apply to any Claims arising from the gross negligence or intentional misconduct of the Indemnified Party.**

(b) **Limits on Indemnification**. **Neither Party shall be responsible or liable to any of the foregoing Indemnified Parties for any Damages arising from any claim to the extent attributable to any acts or omissions of other licensees or users occupying the Tower Facility or for any structural or power failures or destruction or damage to the Tower Facility except to the extent caused by the sole, joint, or concurrent gross negligence or willful misconduct of such Party.**

(c) **Survival.** The provisions of this section 15 shall survive the expiration or earlier termination of this Agreement with respect to any events occurring on or before expiration or termination of same whether or not Claims relating thereto are asserted before or after such expiration or termination.

(d) **Insurance.** Licensor and Licensee shall keep in full force and effect, during the Term of this Agreement, insurance coverage in accordance with Appendix II attached hereto.

16. LIMITATION OF PARTIES' LIABILITY. NEITHER LICENSOR NOR LICENSEE SHALL BE RESPONSIBLE FOR, AND HEREBY WAIVES ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCURRED RESULTING FROM (i) LICENSEE'S USE OR LICENSEE'S INABILITY TO USE THE TOWER FACILITY, OR (ii) DAMAGE TO THE OTHER'S EQUIPMENT. If Licensor shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Agreement or is charged with an indemnity obligation hereunder, and if Licensee shall, as a consequence thereof, recover a money judgment against Licensor (whether compensatory or punitive in nature), Licensee agrees that it shall look solely to Licensor's right, title and interest in and to the Tower Facility and the Tower for the collection of such judgment, and Licensee further agrees that no other assets of Licensor shall be subject to levy, execution or other process for the satisfaction of Licensee's judgment, and that Licensor shall not be personally liable for any deficiency.

17. DISCLAIMER OF WARRANTY. LICENSOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ASSOCIATED WITH THE TOWER FACILITY OR THE TOWER. LICENSEE HEREBY ACCEPTS THE TOWER FACILITY "AS IS, WHERE IS, WITH ALL FAULTS."

18. NOTICES. All notices, demands, approvals, requests and other communications shall be in writing to such Party at the address listed in the introductory paragraph of this Agreement (and in each case, in the event of notice to Licensor, with a copy of such notice to American Towers, Inc., 116 Huntington Avenue, Boston, MA 02116, Attention: General Counsel) or at such other address as such Party shall designate by notice to the other party hereto in accordance with this section 18 (the **"Notice Address**") and may be personally delivered; mailed, via United States certified mail, return receipt requested; or transmitted by overnight courier for next Business Day delivery, and, if not delivered personally, shall be deemed to be duly given or made 2 Business Days after deposit with the applicable carrier or courier. Notices will be deemed to have been given upon either receipt or rejection. Notwithstanding the foregoing, (i) any notice that is given by a party may be given by the attorneys for that party and shall be deemed effective for all purposes herein, and (iii) only notices, letters, documents, or instruments threatening to declare or declaring such addressee or recipient in default under this Agreement shall be required to be sent to the attorneys representing such addressee or recipient, if the name and address of such attorney is provided for herein.

19. ASSIGNMENT; SUBLEASING. Licensee may not assign this Agreement as a whole, or any portion of Licensee's rights, title and interests hereunder without Licensor's prior written consent. In no event may Licensee sublet, sublease, or permit any use of the Tower Facility or Licensed Space by any other party. Any permitted assignee shall expressly assume, and become bound by, all of Licensee's obligations under this Agreement. Licensor may freely assign, transfer, or sublease this Agreement and, in such event, Licensor shall be relieved of all of its obligations under this Agreement from and after the date of such assignment or transfer. Licensee shall pay Licensor a fee of $500.00 (which fee shall increase annually on each anniversary of the Commencement Date by a percentage rate increase equal to the Annual Escalator) in each instance in which Licensee requests Licensor to consent to an assignment of this Agreement or in which Licensee seeks an estoppel certificate, nondisturbance agreement, subordination agreement or other similar agreement to defray the administrative cost incurred by Licensor to process such requests, prepare and process any necessary documentation, and modify its database and other information systems to reflect any such agreement. Such fee is due upon submission of Licensor's request and is hereby deemed fully earned by Licensor upon receipt. Notwithstanding anything to the contrary, Licensor may condition its consent to any assignment, on among other things, (i) requiring that the assignee execute a new form of license agreement so long as the Monthly License Fee and Initial and Renewal Terms of such agreement are consistent with those set forth in this Agreement, and (ii) requiring the assignee to demonstrate that it maintains at the time of such assignment, as evidenced by current financial statements provided to Licensor, a financial position reasonably demonstrating the ability of such assignee to meet and perform the obligations of Licensee hereunder through the unexpired balance of the then current Initial Term or Renewal Term. Any purported assignment by Licensee in violation of the terms of this Agreement shall be void. This Agreement shall be binding upon the successors and permitted assigns of both Parties.

20. SUBORDINATION TO GROUND LEASE. The Parties acknowledge and agree that in the event Licensor's rights in the Licensed Space and/or any part of the Tower Facility is derived in whole or part pursuant to an underlying lease, sublease, permit, easement or other right of use agreement (a "**Ground Lease**"), all terms, conditions and covenants contained in this Agreement shall be specifically subject to and subordinate to the terms and conditions of the applicable Ground Lease. In the event that any of the provisions of the Ground Lease are in conflict with any of the provisions of this Agreement (other than those provisions relating to the length of term, termination rights or financial consideration), the terms of the Ground Lease shall control. Further, Licensee agrees to comply with the terms of such Ground Lease as applicable to the access and occupancy of the Licensed Space. Notwithstanding anything contained in this Agreement to the contrary, if the Ground Lease expires or is terminated for any reason, this Agreement shall terminate on the effective date of such termination and Licensor shall have no liability to Licensee as a result of the termination of this Agreement. Licensor is under no obligation to extend the term of or renew the Ground Lease. Licensor shall give Licensee written notice of such termination or expiration of this Agreement as a result of the termination or expiration of the Ground Lease as soon as practicable. Unless prohibited by the terms of such Ground Lease, upon Licensee's written request, Licensor shall provide a copy of any applicable Ground Lease with the economic terms and other terms that Licensor deems reasonably confidential redacted.

21. DEFAULT. The occurrence of any of the following instances shall be considered to be a default or a breach of this Agreement by Licensee: (i) any failure of Licensee to pay the Monthly License Fee, or any other charge for which Licensee has the responsibility of payment under this Agreement, within 10 Business Days of the date following written notice to Licensee from Licensor, or its designee, of such delinquency, it being understood, however, that Licensor is obligated to provide such notice only two times in each calendar year, and the third instance of the failure to pay the Monthly License Fee or any other charge shall be an immediate default without notice to Licensee if not paid within 10 Business Days of the date when due; (ii) except for a breach of Other Provisions "A" for which the cure period is set

forth in subsection (iv) below, any failure of Licensee to perform or observe any term, covenant, provision or condition of this Agreement which failure is not corrected or cured by Licensee within 30 days of receipt by Licensee of written notice from Licensor, or its designee, of the existence of such a default; except such 30 day cure period shall be extended as reasonably necessary to permit Licensee to complete a cure so long as Licensee commences the cure within such 30 day cure period and thereafter continuously and diligently pursues and completes such cure; (iii) failure of Licensee to abide by the Interference provisions as set forth in section 11; (iv) Licensee breaches Other Provisions "A" and Licensee fails to cure this breach within ten (10) days of Licensor's written notice to Licensee, or its designee of the existence of such default of Other Provisions "A"; (v) Licensee shall become bankrupt, insolvent or file a voluntary petition in bankruptcy, have an involuntary petition in bankruptcy filed against Licensee which cannot be or is not dismissed by Licensee within 60 days of the date of the filing of the involuntary petition, file for reorganization or arrange for the appointment of a receiver or trustee in bankruptcy or reorganization of all or a substantial portion of Licensee's assets, or Licensee makes an assignment for such purposes for the benefit of creditors; (vi) this Agreement or Licensee's interest herein or Licensee's interest in the Tower Facility are executed upon or attached; (vii) Licensee commits or fails to perform an act which results in a default under or nonconformance with the Ground Lease by Licensor and the same shall not be cured within 5 Business Days (or such shorter time as permitted under the Ground Lease to cure) of the date following written notice to Licensee from Licensor, or its designee, of such default; or (viii) the imposition of any lien on the Approved Equipment except as may be expressly authorized by this License, or an attempt by Licensee or anyone claiming through Licensee to encumber Licensor's interest in the Tower Facility, and the same shall not be dismissed or otherwise removed within 10 Business Days of written notice from Licensor to Licensee.

22**. REMEDIES**. In the event of a default or a breach of this Agreement by Licensee and after Licensee's failure to cure the same within the time allowed Licensee to cure such default, if applicable, then Licensor may, in addition to all other rights or remedies Licensor may have hereunder at law or in equity, (i) terminate this Agreement by giving written notice to Licensee, stating the date upon which such termination shall be effective, accelerating and declaring to be immediately due and payable the then present value of all Monthly License Fees and other charges or fees which would have otherwise been due Licensor absent a breach of the Agreement by Licensee, discounted by an annual percentage rate equal to 5%, (ii) terminate electrical power to the Approved Equipment, and/or (iii) remove the Approved Equipment without being deemed liable for trespass or conversion and store the same at Licensee's sole cost and expense for a period of 30 days after which the Approved Equipment, other than Hazardous Materials, will be deemed conclusively abandoned if not claimed by Licensee. Licensee shall pay all reasonable attorney's fees, court costs, removal and storage fees (including any damage caused thereby), and other items of cost reasonably incurred by Licensor in recovering the Monthly License Fee or other fee or charge. Licensee shall not be permitted to claim the Approved Equipment until Licensor has been reimbursed for removal and storage fees. Past due amounts under this Agreement will bear interest from the date upon which the past due amount was due until the date paid at a rate equal to 18% per annum, or at a lower rate if required by law in the state in which this Agreement is to be performed. In addition, Licensee shall be assessed a late payment fee equal to 25% of the then-current Monthly License Fee for any payment or reimbursement due to Licensor under this Agreement which is overdue by ten (10) days or more and such fee shall be assessed for each 30 day period thereafter that any such amount (or portion thereof) remains unpaid.

23. **GOVERNMENTAL APPROVALS; PERMITS**. In the event that any governmental permit, approval or authorization required for Licensor's use of, operation of, or right to license space to Licensee at the Tower Facility is terminated or withdrawn by any governmental authority or third party as part of any governmental, regulatory, or legal proceeding, Licensor may terminate this Agreement. Licensee hereby agrees that in the event of a governmental or legal order requiring the removal of the Approved Equipment from the Tower, the modification of the Tower, or the removal of the Tower, Licensee shall remove the Approved Equipment promptly, but in no event later than the date required by such order, at Licensee's sole cost and expense. Licensor shall cooperate with Licensee in Licensee's efforts to obtain any permits or other approvals that may be necessary for Licensee's installation and operation of the Approved Equipment, provided that Licensor shall not be required to expend any funds or undertake any liability or obligation in connection with such cooperation. Licensor may elect to obtain such required approvals or permits on Licensee's behalf, at Licensee's sole cost and expense. In no event may Licensee encourage, suggest, participate in or permit the imposition of any restrictions or additional obligations whatsoever on the Tower Facility or Licensor's current or future use or ability to license space at the Tower Facility as part of or in exchange for obtaining any such approval or permit. In the event that Licensee's shelter or cabinets are installed above a third-party or Licensor-owned shelter or building, Licensee shall be solely responsible for obtaining any required approvals, or permits in connection with such shelter or cabinet installation, excepting the consent of other users at the Tower Facility and/or the ground landlord which shall remain the sole responsibility of Licensor where required.

24. **REPLACEMENT OF TOWER/RELOCATION OF APPROVED EQUIPMENT**.

(a) **Replacement of Tower**. Licensor may, at its election, replace or rebuild the Tower or a portion thereof. Such replacement will (i) be at Licensor's sole cost and (ii) not result in an interruption of Licensee's communications services beyond that which is necessary to replace the new Tower. If Licensee, in Licensee's reasonable discretion,

cannot operate the Approved Equipment from the existing Tower during such replacement or rebuild of the Tower, Licensee may establish, at Licensee's sole cost, a temporary facility on the Tower Facility to provide such services as Licensee deems necessary during any such construction by Licensor so long as adequate space is then available. The location of such temporary facilities shall be subject to Licensor's approval. The License Fee due hereunder shall be abated for any period during which Licensee is prevented from broadcasting from the existing Tower due to such replacement or relocation. At the request of either Party, Licensor and Licensee shall enter into an amendment to this Agreement to clarify the rights of Licensor and Licensee to the new Tower Facility.

(b) **Relocation of Approved Equipment.** In the event another Paying Carrier (as hereinafter defined) desires to occupy the space on the Tower (which includes any necessary vertical separation as determined by Licensor) where Licensee's Approved Equipment is then located (the "**Trigger Condition**"), Licensor reserves the right to require Licensee to decide whether to (i) terminate this Agreement, (ii) relocate Licensee's Approved Equipment located at the Tower Facility, at Licensee's sole cost and expense, to another antenna mount height on the Tower, or (iii) increase the Monthly License Fee to that which would initially be paid by the Paying Carrier ("**Paying Carrier Rate**"), all in accordance with the terms and provisions provided in this section 24(b). Upon the Trigger Condition occurring, Licensor may notify Licensee in writing ("**Relocation Notice**") that the Trigger Condition has occurred and if other spaces or antenna mount heights are available to accommodate Licensee's Approved Equipment on the Tower (without the requirement of any improvements to the Tower by Licensor), indicate which other spaces or antenna mount heights are so available and, also, indicate the Paying Carrier Rate. Within 10 Business Days of Licensee's receipt of the Relocation Notice, Licensee will be required to inform Licensor in writing of its election either to (A) increase the Monthly License Fee to the Paying Carrier Rate (which would thereafter be subject to escalation of the Monthly License Fee generally as otherwise provided in this Agreement) and continue to occupy the same space or antenna mount height on the Tower; (B) provided other spaces or antenna mount height are available on the Tower, relocate Licensee's Approved Equipment to one of the other such spaces or antenna mount height as specified in the Relocation Notice; or (C) remove Licensee's Approved Equipment from Tower and terminate this Agreement. If Licensee elects option (A), then such election shall be effective and the Monthly License Fee shall increase effective upon the eleventh Business Day after Licensee's receipt of the Relocation Notice without further act or deed. If Licensee elects option (B), if such option is available, and notifies Licensor that it elects to relocate its Approved Equipment to a particular antenna mount height or space specified in the Relocation Notice, Licensee shall have 45 days of Licensee's receipt of the Relocation Notice to relocate its Approved Equipment on the Tower to such elected space or antenna mount height at Licensee's sole cost and expense, such relocation to be subject to all terms and conditions of this Agreement otherwise imposed. If Licensee elects or is deemed to elect option (C), Licensee will remove its Approved Equipment from the Tower Facility within 45 days of Licensee's receipt of the Relocation Notice, such removal to be subject to all terms and conditions of this Agreement otherwise imposed. If Licensor fails to receive notice from Licensee within such 10 Business Day period as to whether Licensee elects option (A), (B) or (C), then Licensee shall be deemed conclusively to have elected option (C). If Licensee elects option (B) or elects or is deemed to elect option (C), if Licensee fails to relocate or remove the Approved Equipment within such time period as required above, TIME BEING OF THE ESSENCE, then the Approved Equipment shall be deemed conclusively and absolutely abandoned by Licensee and anyone claiming by, through, or under Licensee except for Hazardous Materials and waste and equipment containing Hazardous Materials and waste, which shall be removed by Licensee from the Tower Facility immediately; and Licensor shall have the right to remove the Approved Equipment at Licensee's sole expense and dispose of such Approved Equipment in any manner Licensor so elects, and Licensee shall reimburse Licensor for its expenses upon demand without off-set. For purposes of this section, a "**Paying Carrier**" is a paying carrier or potential licensee of Licensor which, through a written Application or offer, offers to monetarily compensate Licensor for the right to use the space on the Tower included in the Licensed Space.

(c) **Tower Removal**: If during the term of this Agreement Licensor determines based on engineering structural standards generally applied to communications towers that the Tower is or has become structurally unsound such that pursuant to generally accepted industry safety standards the Tower or a portion thereof must be removed, then, upon 90 days prior written notice to Licensee, Licensor may, in its sole discretion either (i) remove the Tower and terminate this Agreement effective as of the date of such removal, or (ii) modify the Tower and relocate Licensee's Approved Equipment to an alternative location on the modified Tower. If Licensee and Licensor are not able to agree on an alternative location on the modified Tower for the installation of Licensee's Approved Equipment within the foregoing 90 day notice period, then Licensee or Licensor may elect to terminate the Agreement.

25. **EMMISIONS.** If antenna power output ("**RF Emissions**") is presently or hereafter becomes subject to any restrictions imposed by the FCC or other governmental agency for RF Emissions standards on Maximum Permissible Exposure ("**MPE**") limits, or if the Tower Facility otherwise becomes subject to federal, state or local rules, regulations, restrictions or ordinances, Licensee shall comply with Licensor's reasonable requests for modifications to the Approved Equipment

which are reasonably necessary for Licensor to comply with such limits, rules, regulations, restrictions or ordinances and Licensor shall use commercially reasonable efforts to cause all other licensees of the Tower Facility to promptly comply. If Licensor requires an engineering evaluation or other power density study be performed to evaluate RF Emissions compliance with MPE limits, then all reasonable costs of such an evaluation or study shall be paid proportionately by Licensee and all other licensees of the Tower within 30 days of Licensor's request therefor. If said study or a study sponsored by any governmental agency indicates that RF Emissions at the Tower Facility do not comply with MPE limits, then Licensee and Licensor, each for itself, shall immediately take any and all steps necessary to ensure that it is individually in compliance with such limits, up to and including cessation of operation, until a maintenance program or other mitigating measures can be implemented to comply with MPE and in addition, Licensor shall use commercially reasonable efforts to cause all other licensees of the Tower to take similar steps necessary to ensure that they are individually in compliance with such limits.

26. **ENVIRONMENTAL.** Licensee covenants that it will not use, store, dispose, or release any Hazardous Substances on the Tower Facility in violation of Applicable Law. Licensee agrees to indemnify and save harmless Licensor against any and all Claims, liabilities, causes of action, Damages, orders, judgments, and clean-up costs arising from Licensee's breach of any the covenants contained in this section 26. The obligations of Licensee to indemnify Licensor pursuant to this section 26 shall survive the termination or expiration of this Agreement.

27**. SUBROGATION.**

(a) **Waiver**. Licensor and Licensee waive all rights against each other and any of their respective consultants and contractors, agents and employees, for Damages caused by perils to the extent covered by the proceeds of the insurance provided herein, except such rights as they may have to the insurance proceeds. All insurance policies required under this Agreement shall contain a waiver of subrogation provision under the terms of which the insurance carrier of a Party waives all of such carrier's rights to proceed against the other Party. Licensee's insurance policies shall provide such waivers of subrogation by endorsement. Licensee shall require by appropriate agreements, written where legally required for validity, similar waivers from its contractors and subcontractors. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

(b) **Mutual Release**. Notwithstanding anything in this Agreement to the contrary, Licensor and Licensee each release the other and its respective affiliates, employees and representatives from any Claims by them or any one claiming through or under them by way of subrogation or otherwise for Damage to any person or to the Tower Facility and to the fixtures, personal property, improvements and alterations in or on the Tower Facility that are caused by or result from risks insured against under any insurance policy carried by each and required by this Agreement, provided that such releases shall be effective only if and to the extent that the same do not diminish or adversely affect the coverage under such insurance policies and only to the extent of the proceeds received from such policy.

28. **GOVERNING LAW**. This Agreement shall be governed by the laws of the state in which the Tower Facility is located, with the exception of its choice of laws provisions. If any provision of this Agreement is found invalid or unenforceable under judicial decree or decision, the remaining provisions of this Agreement shall remain in full force and effect. Any approval, consent, decision, or election to be made or given by a Party may be made or given in such Party's sole judgment and discretion, unless a different standard (such as reasonableness or good faith) is provided for explicitly.

29. **FINANCING AGREEMENT**. Licensee may, upon written notice to Licensor, mortgage or grant a security interest in the Approved Equipment to any such mortgagees or holders of security interests including their successors and assigns. No such security interest shall extend to, affect or encumber in any way the interests or property of Licensor**.**

30**. MISCELLANEOUS.** Upon Licensor's written request, Licensee shall promptly furnish Licensor with complete and accurate information in response to any reasonable request by Licensor for information about any of the Approved Equipment or utilities utilized by Licensee at the Tower Facility or any of the channels and frequencies utilized by Licensee thereon. In the event that this Agreement is executed by Licensor, its Affiliates or any trade name utilized by Licensor or its Affiliates and such signatory does not hold the real Tower Facility or leasehold interest in the affected Tower Facility, the execution of this Agreement shall be deemed to have been properly executed by Licensor or Licensor's Affiliate which properly holds such interest in the affected Tower Facility. Upon the termination or expiration of this Agreement, Licensee shall immediately upon the request of Licensor deliver a release of any instruments of record evidencing such Agreement. Notwithstanding the expiration or earlier termination of this Agreement, sections 15, 16, 17, and 26 shall survive the expiration or earlier termination of the Agreement. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision herein (whether or not similar), nor shall such waiver constitute a continuing waiver unless expressly agreed to in writing by the affected Party. This Agreement constitutes the entire agreement of the Parties hereto concerning the subject matter herein and shall supersede all prior offers,

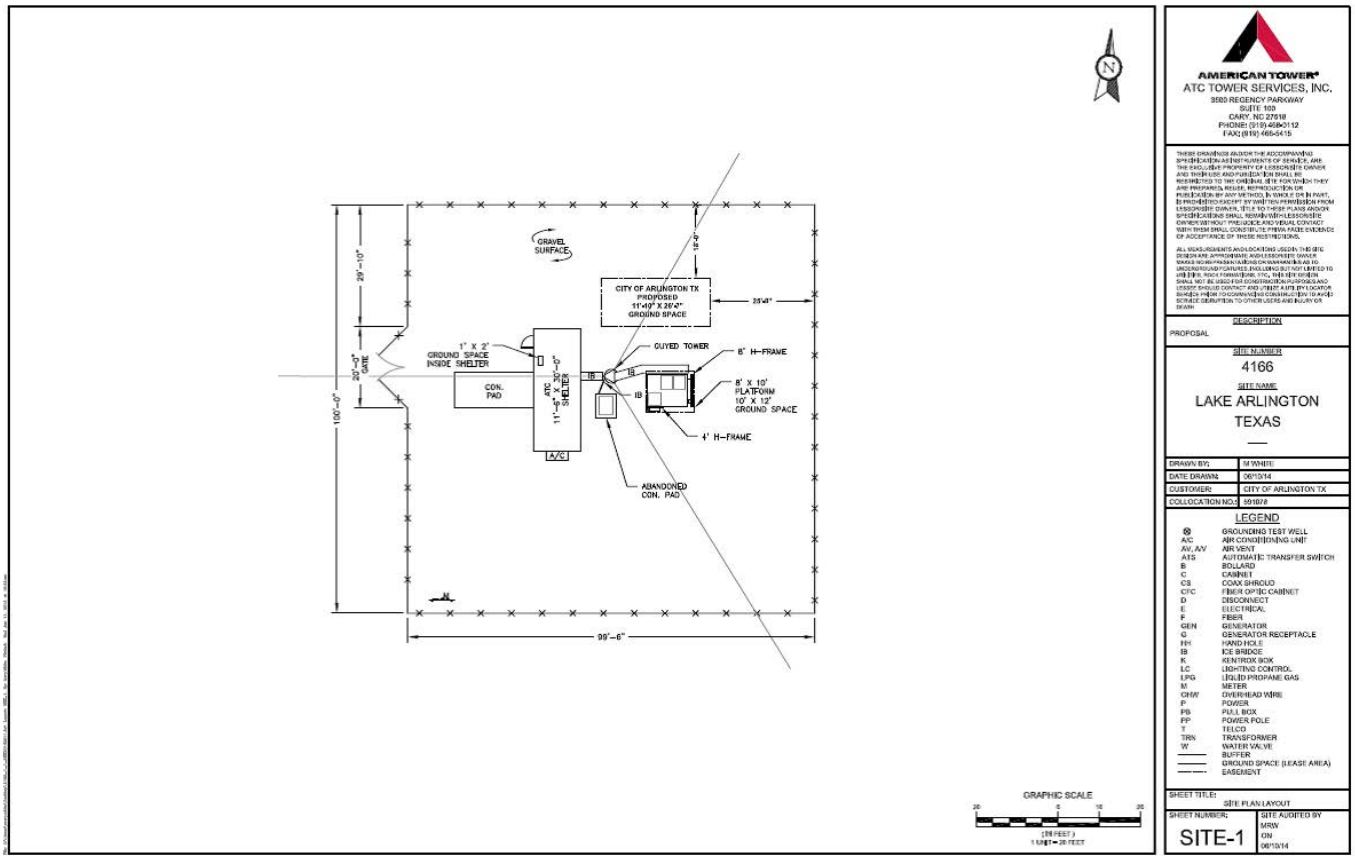
negotiations and agreements, whether written or oral. No revision of the Agreement shall be valid unless made in writing and signed by authorized representatives of both Parties. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Agreement shall be deemed an original and may be introduced or submitted in any action or proceeding as a competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this first be proven.

31. **CONFIDENTIALITY**. Neither Party shall use the other's name, service mark or trademark in any public announcement or advertisement without the prior written consent of the other Party, which may be withheld in such Party's sole and absolute discretion.

The offer of license expressed in this Agreement shall automatically expire and become void if two unaltered counterparts of this Agreement, executed by Licensee, are not delivered to Licensor within 30 days of the Effective Date.

ATTACHED EXHIBITS:
Exhibit A: List of Approved Equipment and location of the Licensed Space
Exhibit B: Site Drawings indicating the location of Ground Space for Licensee's equipment shelter or space in Licensor's building (as applicable)
Exhibit C: As-Built Drawings or Construction Drawings to be attached within 45 days after Commencement Date in accordance with Section 3
Appendix I: Definitions
Appendix II: Insurance

Exhibit A
List of Approved Equipment and location of the Licensed Space

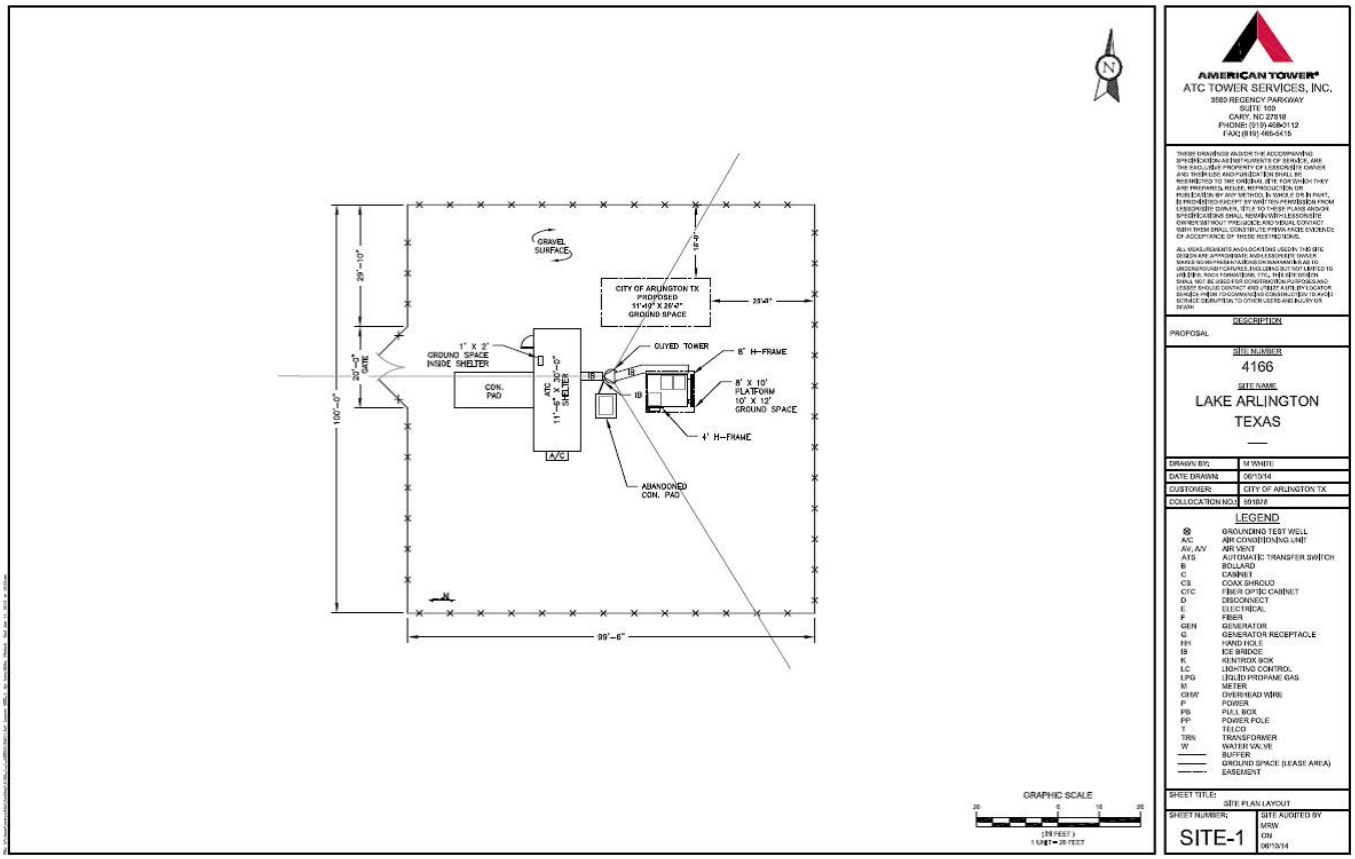


Initials: _____/_____

ECM#41028
Rev. 02.24.09

Exhibit B
Site Drawing indicating the location of Ground Space for Licensee's equipment shelter or space in Licensor's building (as applicable)

Licensee shall not commence installation until Licensor has approved in writing said drawing and attached it hereto.



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ECM#41028
Rev. 02.24.09

Exhibit C
As Built Drawings or Construction Drawings

To be attached hereto within 45 days after the Commencement Date.

Appendix I
Defined Terms

Affiliate(s): Any corporation, partnership, limited liability company or other entity that (i) is controlled directly or indirectly (through one or more subsidiaries) by Licensee , or (ii) is the successor or surviving entity by a merger or consolidation of Licensee pursuant to Applicable Law, (iii) purchases all or substantially all of the assets of Licensee. For purposes of this definition, "***control***" means the possession of the right through the ownership of 50% or more of the shares with voting rights to effectively direct the business decisions of the subject entity.

Agreement: defined in the introductory paragraph.

Annual Escalator: defined in section IV on page 1.

Applicable Law: All applicable statutes, ordinances, laws, regulations and directives of any federal, state or local governmental unit, authority or agency having jurisdiction over a Licensed Space or affecting the rights and obligations of Licensor or Licensee under this Agreement, including without limitation, the Communications Act of 1934, as amended from time to time, FCC Rules and Regulations, and the rules, regulations and written policies and decisions of the FAA.

Application: defined in section IV on page 1.

Application Fee: defined in section IV on page 1.

Approved Equipment: the communications system, including antennas, radio equipment, cabling and conduits, shelter and/or cabinets and other personal property owned or operated by Licensee at the Licensed Space, as defined in Exhibit A or B to this Agreement.

Business Day: a day other than a Saturday, Sunday or legal holiday for commercial banks under the laws of the United States or the Commonwealth of Massachusetts.

Claims: demands, claims, suits, actions, proceedings or investigations brought against a person by an unrelated or unaffiliated Person.

Commencement Date: defined in section IV on page 1.

Common Expenses: defined in section 7.

Connection Fee: defined in section IV on page 1.

Construction Drawings: defined in section 3.

Damages: debts, liabilities, obligations, losses, damages, excluding consequential or punitive damages, costs and expenses, interest (including, without limitation, prejudgment interest), penalties, reasonable legal fees, court costs, disbursements and costs of investigations, deficiencies, levies, duties and imposts.

Easement: defined in section 2.

Effective Date: defined in the introductory paragraph.

FAA: the United States Federal Aviation Administration or any successor federal agency established for the same or similar purpose.

FCC: the United States Federal Communications Commission or any successor federal agency established for the same or similar purpose.

FCC Rules and Regulations: All of the rules, regulations, public guidance, written policies and decisions governing telecommunications generally and wireless telecommunications specifically as promulgated and administered by the FCC, which on the Effective Date includes, but is not limited to, those administered by the Wireless Telecommunications Bureau of the FCC and more specifically referenced as the Code of Federal Regulations, title 47, parts 0 through 101, as amended.

Ground Lease: defined in section 20.

Ground Space: The portion of the Tower Facility licensed for use by Licensee to locate a portion of the Approved Equipment thereon, in the square footage amount depicted on exhibit B of this Agreement. In no event shall the Ground Space include the air space or rights above the Approved Equipment located in the Ground Space.

Hazardous Substances: Any hazardous material or substance which is or becomes defined as a hazardous substance, pollutant or contaminant subject to reporting, investigation or remediation pursuant to Applicable Law; any substance which is or becomes regulated by any federal, state or local governmental authority; and any oil, petroleum products and their by-products.

Holdover Fee: defined in subsection 6(c).

Indemnified Party: any person entitled to Indemnification under section 15 hereof.

Initial Term: defined in subsection 6(a).

Interference: defined in subsection 11(a)(i).

Labeling Fee: defined in section 9.

Licensed Frequencies: defined in subsection 11(a)(ii).

Licensed Space: Location of the Approved Equipment on the Tower and at the Ground Space as more specifically described in Exhibits A and B attached hereto.

Licensed User: defined in subsection 11(a)(iii).

Licensee: defined in the introductory paragraph.

Licensor: defined in the introductory paragraph.

Monthly License Fee: defined in subsection 5(a).

MPE: defined in section 25.

Notice Address: defined in section 18.

NTP (Notice to Proceed): Written notice from Licensor to Licensee acknowledging that all required documentation for the construction and installation of the Approved Equipment has been received and approved by Licensor and Licensee is authorized to commence its installation of the Approved Equipment at the Licensed Space, as more particularly set forth in section 10(a) of this Agreement.

Party(ies): Licensor or Licensee.

Permitted Frequencies: defined in section III on page 1 and referenced in Other Provisions “A”.

Priority User: defined in subsection 11(a)(iv).

Relocation Application Fee: defined in section IV on page 1.

Remittance Address: defined in section II of page 1.

Renewal Term(s): defined in subsection 6(b).

RF Emissions: defined in section 25.

Site Inspection Fee: defined in section IV on page 1.

SSIS: defined in subsection 10(b).

SSIS Fee: defined in subsection 10(b).

Structural Analysis Fee: defined in subsection 10(b).

Subsequent User: defined in subsection 11 (a)(v).

Term: Initial Term and each Renewal Term which is effected pursuant to section 6 of this Agreement.

Tower: A communications or broadcast tower owned and operated by Licensor and located at the Tower Facility.

Tower Facility: Certain real property owned, leased, subleased, licensed or managed by Licensor shown on page 1 of this Agreement, on which a Tower owned, leased, licensed or managed by Licensor is located.

Unlicensed Frequencies: defined in subsection 11(a)(vi).

Unlicensed User: defined in subsection 11(a)(vii).

Utility Fee: defined in section IV on page 1.

Work: all work relating to the construction, installation, relocation and reconfiguration of Licensee's Approved Equipment on the Tower Facility, including without limitation, construction management, construction of an equipment pad, installation or modification of lines, antennas, shelters and equipment cabinets.

Appendix II
Insurance

A. LICENSOR shall maintain in full force during the Term of this Agreement the following insurance:

1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of $500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.

2. Commercial General Liability Insurance (Bodily Injury and Tower Facility Damage), the limits of liability of which shall not be less than $1,000,000.00 per occurrence.

3. An umbrella policy of not less than Five Million Dollars ($5,000,000.00).

The above insurance shall provide that LICENSEE will receive not less than 30 days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this Item A shall contain a waiver of subrogation against LICENSEE and shall name LICENSEE as an additional insured, and shall be primary over any insurance coverage in favor of LICENSEE but only with respect to and to the extent of the insured liabilities assumed by LICENSOR under this Agreement and shall contain a standard cross-liability endorsement.

B. LICENSEE shall maintain in full force during the Term of this Agreement and shall cause all contractors or subcontractors performing Work on any Licensed Space prior to the commencement of any such Work on behalf of Licensee to maintain the following insurance:

1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of $500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.

2. Commercial General Liability Insurance (Bodily Injury and Tower Facility Damage), the limits of liability of which shall not be less than $1,000,000.00 per occurrence.

3. An umbrella policy of not less than Five Million Dollars ($5,000,000.00).

The above insurance shall provide that LICENSOR will receive not less than 30 days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this Item B shall contain a waiver of subrogation against LICENSOR and shall name LICENSOR as additional insured, and shall be primary over any insurance coverage in favor of LICENSOR but only with respect to and to the extent of the insured liabilities assumed by LICENSEE under this Agreement and shall contain a standard cross-liability endorsement.

C. Notwithstanding the foregoing insurance requirements, (a) the insolvency, bankruptcy, or failure of any insurance company carrying insurance for either Party, or failure of any such insurance company to pay Claims accruing, shall not be held to waive any of the provisions of this Agreement or relieve either Party from any obligations under this Agreement, and (b) Licensor reserves the right, from time to time, to increase the required liability limits described above in Items A and/or B in accordance with then-current customary insurance requirements in the tower industry nationally.

Staff Report

Arlington Air Associates Lease Assignment and Sale of Leasehold Improvements to Arlington Hangars LLC.	
City Council Meeting Date: 6-24-14	Action Being Considered: Resolution

RECOMMENDATION

Authorize the City Manager or his designee to negotiate and execute a consent to assignment of the lease agreement between Arlington Air Associates, LLC, of Murrieta, California and the City for the purpose of assigning 110,498 square feet of property leased at the Arlington Municipal Airport to Arlington Hangars, LLC, of Arlington, Texas, and any and all other documents necessary to effectuate the sale of the Arlington Air Associates' leasehold improvements to Arlington Hangars, LLC. The leasehold improvements consist of executive box hangars, constructed on 110,498 square feet of Airport property, at the Arlington Municipal Airport.

PRIOR BOARD OR COUNCIL ACTION

On May 27, 2007, City Council passed Resolution No. 07-273, authorizing the execution of a lease agreement with Arlington Air Associates, LLC to construct hangar improvements on airport property and to construct underground drainage improvements in exchange for a rent credit.

On April 1, 2008, City Council passed Minute Order 04012008–01, authorizing the execution of Consent to Hypothecation for the lessee to secure financing for a portion of the hangar improvements constructed on airport property.

On April 20, 2010, City Council passed Minute Order 04012010–004, authorizing the execution of Consent to Hypothecation for the lessee to secure financing for a portion of the hangar improvements constructed on airport property.

On April 12, 2011, City Council passed Minute Order 04122011-001, authorizing the City Manager or his designee to execute a Lease Modification to the lease agreement between Arlington Air Associates, LLC and the City for airport property leased at the Arlington Municipal Airport (the lease and modification hereafter jointly referred to as the "lease").

On June 10, 2014, City Council passed Minute Order 06102014-003, authorizing the City Manager or his designee to execute an agreement between Arlington Air Associates, LLC and the City for return of $164,627.00 in rental credits, authorized in the 2007 lease agreement, for construction of drainage improvements at the Arlington Municipal Airport.

ANALYSIS

Federal Aviation Administration grant assurances prohibit airports that receive federal funds from selling land for development. Instead, airports are encouraged to enter into land leases with developers, in order to create a sustained revenue stream for the airport, while allowing for construction of improvements by private sector companies.

Van Bortel Aircraft, Inc., the world's largest Cessna dealership, has been located at the Arlington Airport since 1997. Mr. Howard Van Bortel, Manager of Arlington Hangars, LLC desires to purchase the executive hangars (leasehold improvements) constructed by Arlington Air Associates, LLC in 2007. This purchase would require Arlington Air Associates to assign the lease to Arlington Hangars, LLC. The lease requires the City to provide prior consent to any assignment. This assignment will include approval for transfer of any of the existing subleases

under the lease. When an assignment occurs, an adjustment to the current fair market rental rate is allowed; however, the property is currently leased at $.225 per square foot, which is market rate.

In addition to the consent to assignment, it is anticipated that the City will be requested to provide other documents to effectuate the sale, including but not limited to the following:

- Letter of Estoppel, or equivalent as may be required - BBVA Compass Bank, Fort Worth, Texas will provide financing for Arlington Hangar, LLC's purchase of AAA's leasehold improvements. A Letter of Estoppel is the City's certification to the lending institution and other parties of certain material terms of the lease, including that the lease is in full force and effect and that no default presently exists.

- Consent to Mortgage of Leasehold Estate or Hypothecation - This type of document is provided to a lender to pledge collateral for securing the borrower's debt financing, but only to the extent of the Lessee's interest in the leasehold estate. Approval of Consent to Mortgage of Leasehold Estate or Hypothecation neither waives the rights or interests of the City, nor releases the Lessee from compliance with any term, covenant, condition or restriction set forth in the lease.

FINANCIAL IMPACT

None, the property is currently leased at $.225 per square foot, which is market rate.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Karen VanWinkle	Bruce Hollander
Airport Manager	Assistant Airport Manager
817-459-5559	817-459-5990
Karen.VanWinkle@arlingtontx.gov	Bruce.Hollander@arlingtontx.gov

Resolution No. _____

A resolution authorizing the City Manager or his designee to negotiate and execute a consent to assignment of the lease between Arlington Air Associates, LLC and the City to Arlington Hangars, LLC, and any and all other documents necessary to effectuate the sale of leasehold improvements from Arlington Air Associates, LLC to Arlington Hangars, LLC

WHEREAS, on May 27, 2007, City Council passed Resolution No. 07-273 authorizing a lease agreement with Arlington Air Associates, LLC, which authorized the construction of hangar and drainage improvements on airport property in exchange for certain rent credits; and

WHEREAS, on April 12, 2011, City Council passed Minute Order 04122011-001 authorizing a lease modification reducing the size of the leased premises; and

WHEREAS, on June 10, 2014, City Council passed Minute Order 06102014-003 authorizing an agreement with Arlington Air Associates, LLC for return of the rental credits; and

WHEREAS, Arlington Air Associates, LLC now desires to sell its leasehold improvements and requests the City consent to the sale and an assignment of the lease to Arlington Hangars, LLC; and

WHEREAS, Arlington Air Associates, LLC also requests the City authorize the execution of the necessary documents to effectuate the sale from Arlington Air Associates, LLC to Arlington Hangars, LLC; NOW THEREFORE

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

I.

That the City Council hereby authorizes the City Manger or his designee to negotiate and execute documents authorizing the City's consent to assignment of the lease, as modified, between the City and Arlington Air Associates, LLC to Arlington Hangars, LLC. The consent will also include and authorize the transfer of any existing subleases under the lease at the time of the assignment.

II.

Further, the City Council hereby authorizes the City Manager or his designee to negotiate and execute any and all other documents necessary to effectuate the sale of Arlington Air Associates, LLC's leasehold improvements from Arlington Air Associates, LLC to Arlington Hangars, LLC, including but not limited to a letter of estoppel and consent to mortgage of leasehold estate.

PRESENTED AND PASSED on this the _____ day of _____, 2014, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

_____
ROBERT N. CLUCK, Mayor

ATTEST:

_____
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
JAY DOEGEY, City Attorney

BY _____

Staff Report

Zoning Case PD14-3 (iMix Rx Pharmacy)	
City Council Meeting Date: 6-24-14	Document Being Considered: Ordinance

RECOMMENDATION

Following the public hearing, consider first and final emergency reading for Zoning Case PD14-3, with a Concept Brief.

On May 8, 2014, the applicant submitted a request for first and final reading to facilitate the opening of the pharmacy without further unanticipated delays.

PRIOR BOARD OR COUNCIL ACTION

On June 4, 2014, the Planning and Zoning Commission recommended approval by a vote of 8-0-0.

ANALYSIS

Request - The applicant requests to change the zoning on approximately 0.55 acres addressed at 1102 Orchard Drive, Suite B, generally located north of West Randol Mill Road and west of Orchard Drive.

Current zoning: Office (O)
Requested zoning: Planned Development (PD) for all Office (O) uses, plus a Pharmacy, limited to 341 square feet, with a Concept Brief

The subject site is zoned O and is developed with an existing 5,500-square-foot office building built in 1980. Through this rezoning request, the applicant is proposing to add a specific use, Pharmacy, to the list of allowable uses in the present zoning district and limit the proposed pharmacy use to the 341-square-foot space identified as 1102 Orchard Drive, Suite B.

The proposed pharmacy will service the existing medical office uses in the vicinity. While 'pharmacy' is not specifically defined in the zoning ordinance, the City has historically classified pharmacies under the definition of 'general retail store, other than listed.' The attached letter from the applicant describes 'pharmacy' as it pertains to this PD request. Per the applicant, pharmacy in this PD is a place where medicines are compounded and/or dispensed and may be the primary use of a tenant space. The applicant's attached letter lists uses that are not to be customarily incidental uses to this proposed land use.

Sector Plan Review

The site is located within Arlington's Central Sector Plan. The Central Sector Plan designates the subject area as Low Impact Development. The plan further shows the area as a more detailed category of Service/Retail/Office (SRO), calling for small-scale office, neighborhood retail and service uses. Appropriate zoning for this designation is Office (O) or Neighborhood Service (NS). The site's existing O zoning, is in conformance with the Central Sector Plan. The applicant is not proposing to change the site's existing zoning, but to add a pharmacy use, which could be considered as a neighborhood retail use along with the existing office uses.

The adjacent properties to the north and west are zoned Residential (R) and are developed with a cemetery and Webb Elementary School. The properties to the south and east are zoned O and contain office uses. The proposed use is seen as a compatible use to the

existing building tenants and would not negatively impact the surrounding neighborhood. It is important to note that the proposed pharmacy use is permitted in the nearby Community Service (CS) district.

The requested zoning change meets the intent of the Central Sector Plan.

FINANCIAL IMPACT
None

ADDITIONAL INFORMATION

Attached:	Ordinance with Exhibits A and B Concept Brief (6 pages) Applicant's Letter Case Information with P&Z Summary
Under separate cover:	None
Available in the City Secretary's office:	None

STAFF CONTACTS

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

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

Ordinance No. 14-

An ordinance changing the zoning classification on certain property known as 1102 Orchard Drive to Planned Development (PD) for Office (O) uses, plus pharmacy, with a Concept Brief; 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 PD14-3 on June 4, 2014; 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 1102 Orchard Drive, described in Exhibit A, is hereby changed to Planned Development (PD) for Office (O) uses, plus pharmacy, with a Concept Brief by the approval of PD14-3, and the Zoning District Map shall be amended to reflect the zoning change made by this ordinance. Development and use of the property shall be in compliance with this ordinance and the attached Concept Brief 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 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 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 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 **24th day** of **June, 2014** by a vote of___ **ayes** and ___ **nays** at a regular meeting of the City Council of the City of Arlington, Texas.

_____
ROBERT N. CLUCK, Mayor

ATTEST:

_____
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
JAY DOEGEY, City Attorney

BY _____

PD14-3

EXHIBIT “A”

BEING approximately 0.55 acres of land with frontage on Orchard Drive and is commonly known as Lot 12R, of the J.M. Henderson Addition, an addition to the City of Arlington, Texas;

AND being generally north of West Randol Mill Road and west of Orchard Drive.

PD14-3

EXHIBIT “B”

1. Planned Development (PD) for all Office (O) uses plus pharmacy, with a Concept Brief.

2. For the purposes of this PD, pharmacy shall be defined as a place where medicines are compounded and/or dispensed.

3. Allowed customarily incidental uses shall not include: smoothie shop; general nutrition center; mattress sales; furniture sales; scooter sales; sale of bath salts, candles, and/or illegal narcotics; sale of spa products, salon products, beauty shop products, and cosmetics; hospice with overnight stay; hospital; embracive surgery center; aromatherapy; general therapeutic services; alcoholics/gamblers anonymous meetings; photo lab; sale of music, cinema, and games on various media; and sale of holiday décor.

4. Use and development of the property must be in compliance with attached concept brief (5 pages).

5. In the event of a conflict between the provisions in this Exhibit B and any other exhibits to this ordinance, the provisions of Exhibit B control.

CONCEPT BRIEF

ARLINGTON

101 West Abram Street
Arlington, Texas 76010
817-459-6502
www.arlingtontx.gov/planning

Case Number: _____

Form must be filled out completely. *Please type or legibly print all information.*

Address: 1102 Orchard Dr Arlington, Tx 76012

Legal Description: Lot(s) 12R Block(s) _____ Addition J M Henderson

Tract(s) NA Survey(s) NA Abstract(s) NA

Current Zoning: O Current Use(s): office

Proposed Zoning: PD for office use plus pharmacy Proposed Use(s): Pharmacy

How many structures, if any, are currently on site and the square footage of each? List which structures will remain and which will be demolished. None

Gross Design Standards

The land uses and zoning that are adjacent to the subject site are (if a site is adjacent to a street, include the street name ***and*** the use across the street):

Direction	Current Land Use	Current Zoning
North	School	R
East	medical office	O
South	medical office	O
West	Cemetary	R

Residential adjacency exists if a building site abuts a residential zoning district at any point or is directly across a public street or alley from a residential zoning district.

The gross design standards below without an explanation for exceptions cannot be varied through the "PD" process.

I. Points of Access

The exception to this standard can only be considered for non-residential sites with residential adjacency.

☑ Points of access will comply with City of Arlington ordinance requirements.

Describe points of access: _____

☐ Points of access shall comply with City of Arlington ordinance requirements with the exception that this site will have access to local streets. (The Public Works Dept. must also approve this alternative.) This exception is being requested due to unusual topographic constraints, citing requirements, preservation of existing trees, and/or other undue hardship (describe):

II. Building(s) Orientation

Describe orientation of building(s): 1 structure facing south

Maximum number and type of structures (specify which structures are proposed, currently exist, and square footage of each):

III. Building Materials

The exception to this standard can only be considered for sites with residential adjacency.

☑ Building materials shall comply with City of Arlington ordinance requirements for residential adjacency. Describe color and type of building materials and minimum percentage of masonry on each exterior wall for all structures on site:

☑ Building materials shall comply with City of Arlington ordinance requirements with the following exception(s):

This exception is being requested due to unusual topographic constraints, citing requirements, preservation of existing trees, and/or other undue hardship (describe): NA

IV. Building Line Setbacks

In instances where a transitional buffer is required due to residential adjacency, the building line setback shall correspond to that of a transitional buffer.

☑ Building line setbacks shall comply with City of Arlington ordinance requirements.

○ Building line setbacks shall comply with City of Arlington ordinance requirements with the following exception(s):

NA

This exception is being requested due to unusual topographic constraints, citing requirements, preservation of existing trees, and/or other undue hardship (describe): NA

V. Fences and Screens

Fences and screens shall comply with the visibility requirements for the City of Arlington.

☑ Fencing and screening requirements shall comply with the City of Arlington ordinance requirements. Describe the location, type and height of fencing and screening:

☑ Fencing and screening of loading docks and outside storage shall comply with City of Arlington ordinance requirements. Describe the location, type and height of fencing and screening of loading docks and outside storage on site:

☑ Screening required for residential adjacency and mechanical equipment shall comply with City of Arlington ordinance requirements.

○ Screening required for residential adjacency and mechanical equipment shall comply with City of Arlington ordinance requirements with the following exception(s):

N A

This exception is being requested due to unusual topographic constraints, citing requirements, preservation of existing trees, and/or other undue hardship (describe): N A

VI. Interior Landscape, Landscape Setbacks along street frontages, and Transitional Landscape Buffers

All landscaping shall comply with the visibility requirements of the City of Arlington. Building line setbacks will correspond to or exceed the transitional landscape buffers and landscape setbacks.

☑ **Interior** Landscape shall comply with all City of Arlington ordinance requirements. If compliance with the Landscape Ordinance cannot be obtained, a Substitute Landscape Plan shall be submitted for this site.

☑ Landscape Setbacks along **street frontages** shall comply with all City of Arlington ordinance requirements. If compliance with the Landscape Ordinance cannot be obtained, a Substitute Landscape Plan shall be submitted for this site.

☑ **Transitional** Landscape Buffers shall comply with all City of Arlington ordinance requirements. If compliance with the Landscape Ordinance cannot be obtained, a Substitute Landscape Plan shall be submitted for this site.

○ This site it **not** required to provide Transitional Landscape Buffers.

○ Interior Landscape, Transitional Landscape Buffers, and Landscape Setbacks will **exceed** City of Arlington ordinance requirements (describe for each):

N A

VII. Trash Refuse Containers (dumpsters)

☑ The location and screening of refuse containers shall comply with City of Arlington ordinance requirements. Describe the screening of the refuse container(s): _____

VIII. Height of Building(s)

Residential proximity exists if a site falls under the required height setback envelope as projected from the residential property of origination. This is not limited to properties adjacent to the residential site. If this property is within 1,000 feet of a residential district, then this site is subject to the height setback envelope requirements.

☑ Structure height shall comply with City of Arlington ordinance requirements. Describe maximum height of structure(s):

○ Structure height shall comply with City of Arlington requirements with the following exception(s):

N A

This exception is being requested due to unusual topographic constraints, citing requirements, preservation of existing trees, and/or other undue hardship (describe): N A

IX. Sign(s)

All sign height, location, orientation and size shall comply with the visibility requirements of the City of Arlington. The exceptions to this standard can only be considered for sites with residential adjacency

☑ Sign height, location, orientation and size shall comply with City of Arlington ordinance requirements. Describe the height, location and orientation of sign(s):

☑ Sign height, location, orientation and size shall comply with City of Arlington ordinance requirements with the exception that the sign will be located on the side or rear of the commercial structure when such sign abuts or is across a local or minor collector street from a residential use or district.

This exception is being requested due to unusual topographic constraints, citing requirements, preservation of existing trees, and/or other undue hardship (describe): _____

☑ Sign height, location, orientation and size shall comply with City of Arlington ordinance requirements with the exception that any permitted freestanding or wall sign located on a local or minor collector street will be internally illuminated with transparent or translucent faces when abutting a residential use or district.

This exception is being requested due to unusual topographic constraints, citing requirements, preservation of existing trees, and/or other undue hardship (describe):

NA

O Any other exceptions to the Sign Ordinance require approval from the Zoning Board of Adjustments (ZBA). The applicant shall receive the variance or special exception prior to final reading of this zoning case. Upon receipt of the variance or special exception from ZBA, describe the item granted and the case number.

NA

X. Lighting

The exceptions to this standard can only be considered for sites with residential adjacency.

☑ On-site lighting shall comply with City of Arlington ordinance requirements.

☑ On-site lighting shall comply with City of Arlington ordinance requirements with the exception that lighting will not be shielded away from residential uses.

This exception is being requested due to unusual topographic constraints, citing requirements, preservation of existing trees, and/or other undue hardship (describe): NA

O On-site lighting shall comply with City of Arlington ordinance requirements with the exception that low mounted lights in parking areas within 100 feet of a residential use or district will exceed 20 feet in height. This exception is being requested due to unusual topographic constraints, citing requirements, preservation of existing trees, and/or other undue hardship (describe): NA

XI. Utilities

☑ Utilities shall comply with City of Arlington location and ordinance requirements. Describe the location of utilities, both above and below ground:

XII. Off-Street Parking

☑ Parking shall comply with City of Arlington location and ordinance requirements (describe):

☑ Landscape Parking shall comply with all City of Arlington Landscape ordinance requirements. If compliance with the Landscape Ordinance cannot be obtained, a Substitute Landscape Plan shall be submitted for this site.

O Any exceptions to the Parking Ordinance require approval from the Zoning Board of Adjustments (ZBA). The applicant shall receive the variance or special exception prior to final reading of this zoning case. Upon receipt of the variance or special exception from ZBA, describe the item granted and the case number. NA

April 1, 2014

Planning and Zoning Chair and Commissioners City of Arlington
101 West Abram Street
Arlington, TX 76010

RE: Zoning Change Request for 1102 Orchard Dr, Arlington TX 76012

Dear Chairman and Commissioners

The current request before the City to rezone to Planned Development (PD) for all office uses plus Pharmacy

For the purpose of this request, 'pharmacy' is defined as a place where medicines are compounded and/or dispensed. A list of uses not considered a customarily incidental use to 'pharmacy' include: smoothie shop; general nutrition center; sale of mattress sales; furniture sales; scooter sales; sale of bath salts, candles, and/or illegal narcotics; sale of spa products, beauty shop products, and cosmetics; massage therapy; fitness center; meditation center, yoga classes; weight-loss centers; hospice with overnight stay; hospital; embracive surgery center; aromatherapy; general therapeutic services; alcoholic/gamblers anonymous meetings; photo lab; sale of music, cinema, and games on various media; and sake of holiday decor.

Sincerely,

Lan Nguyen

May 8, 2014

RECEIVED-BY
14 MAY -9 AM 10: 22

Mr. Jim Parajon
Community Development & Planning Director
101 W. Abram Street
Arlington, Texas 76010

Re: PD 14-3 iMix Rx Pharmacy
1102 Orchard Dr
Arlington, Texas 76012

Dear Mr. Parajon,

I hearby request the subject case, if approved by the Planning and Zoning Commission on June 4, 2014, be expedited by City Council with both the first and second readings at the planned June 24, 2014 meeting.

iMix Rx Pharmacy is officially licensed by the Texas Board of Pharmacy. Thus, I am pending the PD zoning to receive my Certificate of Occupancy for the opening of the pharmacy. It has been a long application process for me to become a licensed pharmacy and I am anxious to finalize the process without any further delays. For this reason I am requesting a first and second reading at the planned June 24, 2014 meeting.

Please let me know if there is anything else that I need to do to expedite this process.

Sincerely,

Lan Nguyen, Pharm D

Cc: Jennifer Pruitt, AICP, LEED AP, Principal Planner, Development and Planning , City of Arlington, TX

Case Information

Applicant: St. Clare investment LP represented by Lan Nguyen

Property Owner: St. Clare investment LP represented by Lan Nguyen

Sector Plan: Central

Council District: 1

Allowable Uses: All uses as itemized in attachment ii, with the approval of this rezoning request

Development History: The subject site is currently platted as Lot 12R of the J.M. Henderson Addition.

Previous zoning cases in the general vicinity in the past five years include:

Case No.	Location	Request	Disposition
PD11-7 QuickTrip 876	1315 N. Cooper St	PD For CS uses	Approved

Transportation: The proposed development has two points of access, one from Nichols Drive and one from West Randol Mill Road

Thoroughfare	Existing	Proposed
Orchard Drive	60-foot; 2-lane undivided	60-foot; 2-lane undivided

Traffic Impact: The proposed PD use will generate similar traffic patterns and will not significantly impact the adjacent roadway system.

Water & Sewer: Water and sewer services are available to the subject site.

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

Fire: Fire Station Number 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 the recommended standards.

Case Information

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 Chamber of Commerce
Arlington Neighborhood Council
Double Y Wooded Estate Addition
East Arlington Renewal
East Arlington Review
Far South Arlington Neighborhood Association
Forest Hills Home owners Association
Friends of Parkway Central Park
Northern Arlington Ambience
Old Town Neighborhood Association
Parkway Central Home Owners Association
Sherwood Knoll Addition
Town North Neighbors
West Citizen Action Network (WeCan)

Property Owners:	6
Letters of Support:	0
Letter of Opposition:	0

PLANNING AND ZONING COMMISSION SUMMARY:

Public Hearing: June 4, 2014

Zoning Case PD14-3 (iMix Rx Pharmacy - 1102 Orchard Drive, Suite B)

Application to change the zoning on approximately 0.55 acres from Office (O) Planned Development (PD) for all Office (O) uses, plus a Pharmacy use, limited to 341square feet, with a Concept Brief; generally located north of West Randol Mill Road and west of Orchard Drive.

Present in support of this case was Lan Nguyen, 1102 Orchard Drive, 76012.

Commissioner McKissic moved to Approve Zoning Case PD14-3. Seconded by Commissioner Smith III, the motion was approved by a vote of 8-0-0.

APPROVED

Itemized Allowable Uses

Allowable Uses:

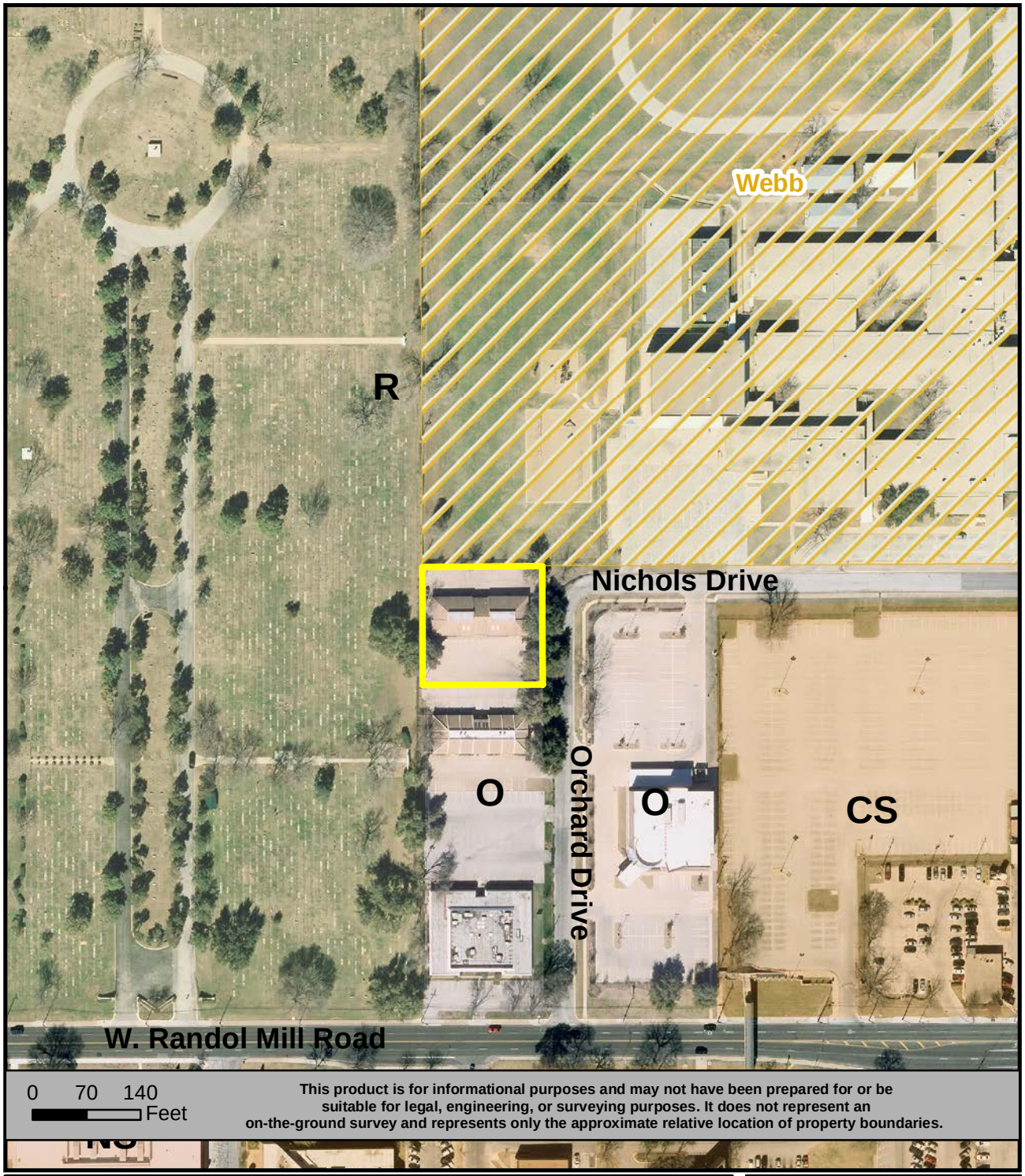
Planned Development (PD) for Office (O) uses plus Pharmacy use, with a Concept Brief

Permitted - Crop production, public park, playground or golf course, country club with golf course, church, public or private school, government facility, transit passenger shelter, utility lines, towers or metering station, accessory caretakers quarters, customarily incidental, and pharmacy.

Specific Use Permit (SUP) - Bed and breakfast inn, college, university or seminar, philanthropic institution, cemetery, airport, heliport or landing field and gas drilling.

Special Exception (SE) - Temporary asphalt or concrete batch plant and temporary sand or gravel extraction.

Conditions (C) - Yacht club or marina, offices, veterinary clinic, day care, museum or art gallery, private club, lodge or fraternal organization, women's shelter, wireless telecommunications facilities, temporary construction field office, temporary construction storage yard, accessory garage-private.



LOCATION MAP
PD14-3

"PD" for "O" uses plus a Pharmacy
0.55 acres

N
W E
S

PD14-3

North of West Randol Mill Road and west of Orchard Drive.

View across Orchard Drive looking west.

View east.

View from Orchard Drive. View north.

View south.

Staff Report

Ordinance Granting Electric Franchise	
City Council Meeting Date: 06-24-14	Document Being Considered: Ordinance

RECOMMENDATION

Approve an ordinance granting an electric franchise to Oncor Electric Delivery Company LLC.

PRIOR BOARD OR COUNCIL ACTION

On October 18, 1988, the City Council adopted Ordinance No. 88-141 granting an electric franchise to Oncor Electric Delivery Company LLC, successor in interest to Texas Utilities Electric Company, for a period of twenty five years. On November 19, 2013, the City Council enacted Ordinance No. 13-053 providing for a six month extension of the franchise.

ANALYSIS

The attached ordinance amends Article IV of the Utilities Chapter of the City Code to grant Oncor Electric Delivery Company LLC a ten year franchise to use the City's streets and public ways for the purpose of delivering electricity within the City. The ordinance provides for a 10-year franchise term with an optional five-year renewal period and requires the continued payment of existing franchise fees as set forth under the provisions of the Texas Public Utility Regulatory Act and existing agreements.

FINANCIAL IMPACT

There is no anticipated financial impact from this ordinance.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Jay Doegey	David Barber
City Attorney	Assistant City Attorney
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jay.doegey@arlingtontx.gov	david.barber@arlingtontx.gov

Ordinance No. _____

An ordinance amending the "Utilities" Chapter of the Code of the City of Arlington, Texas, 1987, through the amendment of Article IV, entitled Electricity, whereby the City grants to Oncor Electric Delivery Company LLC a franchise for the purpose of constructing, maintaining and operating an electric delivery system in the City; prescribing compensation to the City from the Company for the franchise privilege; prescribing the term and effective date of said franchise; providing this ordinance be cumulative; providing for severability; providing for governmental immunity; and providing for publication and providing an effective date

WHEREAS, on October 18, 1988 the City Council adopted Ordinance No. 88-141 granting Oncor Electric Delivery Company LLC ("Oncor"), successor in interest to Texas Utilities Electric Company, a franchise for a period of twenty five (25) years to use and occupy the present and future streets, avenues, alleys, highways, public places, public ways and utility easements (Public Rights-of-Way) within the City of Arlington (the "City") for the purpose of constructing, extending, maintaining, using and operating an electric utility system of poles, lines, wires, towers, anchors, cables, manholes, underground conduits, transmission lines, telegraphic and telephone lines for its own use, and other structures and appurtenances necessary for the delivery of electricity to customers located in the City, as amended (collectively, the "Franchise"); and

WHEREAS, Oncor is now and has been engaged in the construction, maintenance and operation of an electric delivery system in the City pursuant to such rights as have been granted it and its predecessors by and under the laws of the State of Texas, and subject to the exercise of such reasonable rights of regulation under the police power and other rights as have been also lawfully granted by and under said laws to the City; and

WHEREAS, Texas Transportation Code § 311.071(a) provides that the governing body of a home-rule municipality by ordinance may grant to a person a franchise to use or occupy a public street or alley of the municipality; and

WHEREAS, Texas Tax Code § 182.025(a) provides that an incorporated city may make a reasonable charge for the use of a city street, alley, or public way by a public utility in the course of its business; and

WHEREAS, Texas Tax Code § 182.025(c) provides that the total charges related to distribution service of an electric utility or transmission and distribution utility within the city may not exceed the amount or amounts prescribed by Section 33.008, Utilities Code; and

WHEREAS, Texas Utilities Code § 33.008(a) provides that a municipality may impose on an electric utility a reasonable charge for use of a municipal street, alley, or public way to deliver electricity to a retail customer; and

WHEREAS, Texas Utilities Code §33.008(b) provides that a municipality is entitled to collect from each electric utility that uses the municipality's street, alleys, or public ways to provide distribution service a fee per kilowatt hour delivered to each retail customer for consumption within the city; and

WHEREAS, Texas Utilities Code §33.008(f) provides that a municipality and an electric utility may mutually agree to a different level of compensation; and

WHEREAS, in 2002, the City and Oncor's predecessor in interest agreed that Oncor would pay franchise fees on revenues received from Oncor's Discretionary Service Charges at the rate of four percent (4%) of such revenues; and

WHEREAS, in 2006, the City and Oncor agreed that the franchise fee per kilowatt hour would be increased over a period of time to its current level; NOW THEREFORE

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

1.

That the **"Utilities"** Chapter of the Code of the City of Arlington, Texas, 1987, is hereby amended at Article IV, Electricity, so that said article shall be and read as follows:

ARTICLE IV

Electricity

Section 4.01 Grant of Franchise

The City hereby grants to Oncor Electric Delivery Company LLC, its successors and assigns, herein called "Electric Company" or "Company," the right, privilege and franchise to use its present and future streets, avenues, alleys, highways, public ways and utility easements for the purpose of constructing, maintaining and operating in the present and future streets, avenues, alleys, highways, public ways and utility easements of the City, electric light and power lines together with all necessary or desirable appurtenances (including underground conduits, poles, towers, wires, and transmission lines, and telegraph and telephone lines for its own use) for the purpose of delivering electricity to the City, the inhabitants thereof, and persons, firms, and corporations beyond the corporate limits thereof.

Section 4.02 Placement of Facilities

The placement of Electric Company's facilities in the streets, avenues, alleys, highways, public ways and easements within the City shall interfere as little as reasonably practicable with the use of public streets, avenues, alleys, highways, drainage systems and public ways and shall comply with all pertinent requirements of the National Electric Safety Code and with City ordinances.

Section 4.03 Franchise Fee

A. In consideration of the grant of said right, privilege and franchise by the City and as full payment for the right, privilege and franchise of using and occupying the said Public Rights-of-Way, and in lieu of any and all occupation taxes, assessments, municipal charges, fees, easement taxes, franchise taxes, license, permit and inspection fees or charges, street taxes, bonds, street or alley rentals, and all other taxes, charges, levies, fees and rentals of whatsoever kind and character which the City may impose or hereafter be authorized or empowered to levy and collect, excepting only the usual general or special ad valorem taxes which the City is authorized to levy and impose upon real and personal property, sales and use taxes, and special assessments for public improvements, Electric Company shall pay to the City a franchise fee as follows:

1. As authorized by Section 33.008(b) of PURA, the amount of $0.002904 multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries, in accordance with the Agreement to Resolve Outstanding Franchise Issues between Oncor and the Steering Committee of Cities Served by TXU Electric Delivery Company, dated January 27, 2006.

2. Payments to the City shall be made per the quarterly schedule as follows:

Payment Due Date	Basis Period	Privilege Period
February 28(29)	Oct. 1 – Dec. 31	Mar. 1 – May 31
May 31	Jan. 1 – Mar. 31	Jun. 1 – Aug. 31
August 31	Apr. 1 – Jun. 30	Sept. 1 – Nov. 30
November 30	Jul.1 – Sept. 30	Dec.1 – Feb. 28(29)

3. A sum equal to four percent (4%) of gross revenues received by Company from services identified as DD1 through DD24 in Section 6.1.2 "Discretionary Service Charges," in its Tariff for Retail Delivery Service (Tariff), effective 1/1/2002, that are for the account and benefit of an end-use retail electric consumer, pursuant to the Compromise, Settlement, and Release Agreement between the City and TXU Electric Company, effective January 1, 2002. Company will, upon request by City, provide a cross reference to Discretionary Service Charge numbering changes that are contained in Company's current approved Tariff.

4. The franchise fee amounts based on "Discretionary Service Charges" shall be calculated on an annual calendar year basis, i.e. from January through December 31 of each calendar year. The franchise fee amounts that are due based on "Discretionary Service Charges" shall be paid at least once annually on or before April 30 each year based on the total "Discretionary Service Charges", as set out in Section 4.03.A.3, received during the preceding calendar year.

B. With each payment of compensation required by Section 4.03.A.2, Electric Company shall furnish to the City a statement, executed by an authorized officer of Electric Company or designee, providing the total kWh delivered by Electric Company to each retail customer's point of delivery within the City and the amount of payment for the period covered by the payment.

C. With each payment of compensation required by Section 4.03(A)(3), Electric Company shall furnish to the City a statement, executed by an authorized officer of Electric Company or designee, reflecting the total amount of gross revenues received by Electric Company from services identified in its "Tariff for Retail Delivery Service," Section 6.1.2, "Discretionary Service Charges," Items DD1 through DD24.

D. Pursuant to Section 33.008(e) of the Texas Utilities Code, the City may conduct an audit or other inquiry in relation to a payment made by Electric Company less than two (2) years before the commencement of such audit or inquiry. The City may audit the applicable books and records of the Electric Company to verify statements provided under this Section 4.03. Audits may be done to verify that all fees have been charged and paid according to this franchise, and for all end-use customers within the City limits, as such limits may change from time to time. The Electric Company will provide adequate office space and records to accomplish each audit.

E. If either party discovers that Electric Company has failed to pay the entire or correct amount of compensation due, the correct amount shall be determined by mutual agreement between the City and Electric Company and the City shall be paid by Electric Company within thirty (30) calendar days of such determination. Any overpayment to the City through error or otherwise will, at the sole option of the City, either be refunded to Electric Company by City within thirty (30) days of such determination or offset against the next payment due from Electric Company. Acceptance by either party of any payment due under this Section shall not be deemed to be a waiver of any claim of breach of this Franchise, nor shall the acceptance by either party of any such payments preclude the other party from later establishing that a larger amount was actually due or from collecting any balance due. Nothing in this section shall be deemed a waiver by either party of its rights under law or equity.

F. Interest on late payments shall be calculated in accordance with the interest rate for customer deposits established by the Public Utility Commission of Texas in

accordance with Texas Utilities Code Section 183.003 which may be amended for the time period involved.

G. The franchise fee payable to the City pursuant to Section 4.03 hereunder, shall not be offset by any payment by Electric Company to the City relating to ad valorem taxes.

Section 4.04 Period Of Time Of This Ordinance-Expiration-Renewal

A. This franchise shall be in full force and effect for an initial period beginning with the effective date hereof and ending ten (10) years after to expire on August 31, 2024, provided that, at the end of the expiration of said period said franchise shall be renewed forthwith for a successive period of five (5) years, conditioned upon the occurrence of both the following events: (1) that during such initial period, the Electric Company shall give to the City written notice, not less than twelve (12) months, nor more than twenty-four (24) months prior to the expiration date thereof, of its desire that said franchise continue in full force and effect; and (2) that the City shall either agree to such continuance or shall fail to act thereupon prior to said expiration date; otherwise, said franchise shall terminate at the expiration of the initial period.

B. In the event that this franchise is renewed, the quarterly payments under Section 4.03.A.2 and the annual Discretionary Service Charge payments under Section 4.03.A.3 of this ordinance shall continue uninterrupted under the terms of this Section and Section 4.03.

Section 4.05 No Exclusive Privileges Conferred By This Ordinance

Nothing herein contained shall be construed as giving to the Electric Company any exclusive privilege within City limits.

Section 4.06 Successors and Assigns

The rights, powers, limitation, duties and restrictions herein provided for shall inure to and be binding upon the parties hereto and upon their respective successors and assigns.

Section 4.07 Electric Company Subject to Other Regulations

The Electric Company's property and operations within the City limits shall be subject to applicable City Charter provisions, ordinances and all rules and regulations that have been or will be promulgated by the City including but not limited to the Right-of-Way Management Chapter of the City Code unless otherwise in conflict with this Ordinance, federal or state laws, rules, or regulations. The failure of this Ordinance to

include provisions that exist in other City rules, regulations, or ordinances, does not affect the enforceability of such other City rules, regulations, or ordinances against Electric Company, and such other City rules, regulations, and ordinances remain in full force and effect with regard to Electric Company, whether fully set out herein or not.

Section 4.08

In all respects, this franchise ordinance heretofore duly passed by the governing body of the City shall remain in full force and effect according to its terms until said franchise ordinance terminates as provided therein.

Section 4.09 Effective Date

This ordinance shall take effect upon City publication and City passage.

Section 4.10 Supersede

This Ordinance shall supersede any and all other Franchises granted by the City to Electric Company, its predecessors and assigns.

Section 4.11 Open Meeting

It is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given by the City as required.

2.

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

3.

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

4.

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member

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

5.

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

6.

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

PRESENTED AND GIVEN FIRST READING on the _____ day of _____, 2014, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the _____ day of _____, 2014, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

_____
ROBERT N. CLUCK, Mayor

ATTEST:

_____
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
JAY DOEGEY, City Attorney

BY _____

Staff Report

Unified Development Code	
City Council Meeting Date: 6-24-14	Documents Being Considered: Ordinance

RECOMMENDATION

Approve an ordinance of the City of Arlington, Texas, amending in their entirety the "Zoning" Chapter and "Subdivision Regulations" Chapter of the Code of the City of Arlington, Texas, 1987, through the adoption of a new "Unified Development Code" Chapter consisting of Article 1 entitled "General Provisions"; Article 2 entitled "Zoning Districts"; Article 3 entitled "Use Regulations"; Article 4 entitled "Dimensional Standards"; Article 5 entitled "Design and Development Standards"; Article 6 entitled "Subdivision Regulations"; Article 7 entitled "Signs"; Article 8 entitled "Enforcement and Penalties"; Article 9 entitled "Review Authorities"; Article 10 entitled "Review Procedures"; Article 11 entitled "Nonconformities"; and Article 12 entitled "Definitions".

PRIOR BOARD OR COUNCIL ACTION

On September 18, 2007, City Council authorized a Professional Services Agreement with Clarion Associates of Colorado, LLC, to update the zoning ordinance and subdivision regulations.

On November 20, 2013, the Planning and Zoning Commission recommended approval of the Unified Development Code by a vote of 8-0-0.

On June 10, 2014, the City Council approved first reading of the Unified Development Code by a vote of 8-0-0.

ANALYSIS

The current versions of the zoning ordinance and subdivision regulations for the City were adopted in 1994 and 1987, respectively. The zoning ordinance has been amended over 60 times since its adoption, and the subdivision regulations had a significant revision in 2003. Over time, these changes have resulted in ordinances that are complex and contain a number of redundancies and inconsistencies. It was determined that a new code was needed, as the current codes are inadequate to deal with the type and scale of development that is desired in Arlington.

At the beginning of the project, staff and the consultants conducted various meetings with other City departments, community stakeholders, and the development community to gather information on what was and was not working with the current codes. Those findings were incorporated into a report titled Diagnosis of the Zoning Ordinance and Subdivision Regulations. This report recommended consolidating the development-related regulations into a unified development code (UDC).

Several major themes and goals for the project emerged from the report and the consultant's reviews of existing plans and development approvals in Arlington. The topics listed below are the key themes that served as the foundation for the UDC.

1. Improve the code's organization and user-friendliness. The most commonly mentioned concern was the poor organization and format of the current regulations.
2. Reduce reliance on planned developments. Many acknowledged that the planned development process has encouraged innovation and creativity, but others have said

it demonstrates the inability of the current regulations to accommodate desired projects.

3. Provide an updated list of zoning districts. The list of zoning districts was reviewed to determine whether they could be improved or streamlined.
4. Modernize the land use classification system. The inconsistencies in the numerous lists of land uses in the current code should be revised to a more consistent and systematic approach for easier comparison of uses across all districts.
5. Raise the bar for development quality. The current code has minimal standards regarding development quality. The new code would provide objective standards that incorporate flexibility to address site and building design to encourage innovation and creativity, while not making development cost prohibitive.
6. Streamline the review and approval procedures. A major focus of the update is improving the efficiency of the land use approval procedures. Unduly cumbersome policies can discourage the type of development that is desired in the city.

Based on the findings of the report, the consultants prepared the draft Unified Development Code. Given the length and complexity of the project, the new code was drafted in three installments: 1) zoning districts and land uses, 2) design and development standards, and 3) administrative review and procedures. City staff reviewed each installment in conjunction with a Zoning Advisory Committee, which was made up of development community and neighborhood representatives.

Following discussions about the code with the Arlington Chamber of Commerce between September and December 2012, a working group was formed for detailed review. This working group met between January and June 2013. Presentations and discussion meetings were also held with several community groups, including the Arlington Board of Realtors. In addition, two open house meetings about the proposed code were held in April and May 2014.

A complete draft of the UDC is available on the City website at www.arlingtontx.gov/udc. In addition, numerous supplemental documents are available that provide more detail on portions of the draft code.

FINANCIAL IMPACT

None

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

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Ordinance No. 14-___

An ordinance amending in their entirety the "Zoning" Chapter and "Subdivision Regulations" Chapter of the Code of the City of Arlington, Texas, 1987, through their replacement by the adoption of a new "Unified Development Code" Chapter consisting of Article 1 entitled "General Provisions"; Article 2 entitled "Zoning Districts"; Article 3 entitled "Use Regulations"; Article 4 entitled "Dimensional Standards"; Article 5 entitled "Design and Development Standards"; Article 6 entitled "Subdivision Regulations"; Article 7 entitled "Signs"; Article 8 entitled "Enforcement and Penalties"; Article 9 entitled "Review Authorities"; Article 10 entitled "Review Procedures"; Article 11 entitled "Nonconformities"; and Article 12 entitled "Definitions"; providing for a fine of up to $2,000 for each offense in violation of the ordinance; providing this ordinance be cumulative; providing for severability; governmental immunity; injunctions; preservation of former violations; publication and becoming effective ten days after first publication.

WHEREAS, a code that combines zoning regulations, subdivision regulations, and development standards in one unified development code is desirable; and

WHEREAS, the Unified Development Code was drafted through collaboration of staff and consultants as well as public input to meet the goals and objectives of the Comprehensive Plan; and

WHEREAS, public input and comments on the Unified Development Code were provided through a public outreach program including surveys, numerous community meetings, and a dedicated website utilized to review and recommend revisions to the Unified Development Code; and

WHEREAS, the City of Arlington, Texas, desires to replace in their entirety the "Zoning" Chapter and "Subdivision Regulations" Chapter of the Code of the City of Arlington, Texas, 1987, through the adoption of a new "Unified Development Code" Chapter; and

WHEREAS, on November 20, 2013, a public hearing was held before the Planning and Zoning Commission at which the public was given the opportunity to give testimony and present written evidence; and

WHEREAS, after notice and public hearing the Planning and Zoning Commission heard and recommended approval of the Unified Development Code on November 20, 2013; and

WHEREAS, on June 10, 2014, a public hearing was held before the City Council at which the public was given the opportunity to give testimony and present written evidence; 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 Unified Development Code Chapter be approved. NOW THEREFORE

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

1.

That the City of Arlington Code of Ordinances is hereby amended to include the adoption of the "Unified Development Code" a copy of which is attached hereto as Exhibit A and incorporated by reference for all purposes, and which hereby replaces in their entirety the "Zoning" Chapter and the "Subdivision Regulations" Chapter of the Code of the City of Arlington, Texas, 1987.

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 and No/100 Dollars ($2000) 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 subject to civil penalty not to exceed $2,000 and/or enjoined by a suit filed in the name of the City of Arlington in a court of competent jurisdiction, and these remedies shall be in addition to any penal provision in this ordinance or in the Code of the City of Arlington, state, or federal law.

7.

The replacement of the "Zoning" Chapter and the "Subdivision Regulations" Chapter shall not abate any pending prosecution and/or lawsuit or prevent any prosecution and/or lawsuit from being commenced for any violation of such Chapters occurring before the effective date of this Ordinance.

8.

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

9.

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

PRESENTED AND GIVEN FIRST READING on the 10th day of June, 2014, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the ___ day of ____, 2014, by a vote of ___ ayes and ____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

_____
ROBERT N. CLUCK, Mayor

ATTEST:

_____
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
JAY DOEGEY, City Attorney

BY _____

ARTICLE 1. GENERAL PROVISIONS

1.1. TITLE

This ordinance shall be known, cited, and referred to as the Unified Development Code of the City of Arlington. It is referred to in this ordinance as the "Arlington Unified Development Code," or "this Unified Development Code" or "this Code."

1.2. EFFECTIVE DATE

This Code shall take effect and be in force from and after [insert effective date of this Code].

1.3. AUTHORITY

The Arlington Unified Development Code is enacted pursuant to the powers granted and limitations imposed by laws of the State of Texas, including the statutory authority granted in Local Government Code (LGC) Chapters 211 and 212, and all other relevant laws of the State of Texas. Whenever any provision of this Code refers to or cites a section of the Texas Revised Statutes and that section is later amended or superseded, this Code shall be deemed amended to refer to the amended section or the section that most nearly corresponds to the superseded section.

1.4. PURPOSE AND INTENT

The general purposes of this Unified Development Code are to protect the public health, safety, and general welfare, and to implement the policies and objectives in the Arlington Comprehensive Plan and the City's other adopted plans. The Unified Development Code is intended to:

1.4.1. Secure safety from fire, panic, and other natural and man-made dangers;

1.4.2. Protect life and property in areas subject to floods, landslides, and other natural disasters;

1.4.3. Provide adequate light and air;

1.4.4. Lessen congestion in the streets while enhancing pedestrian and vehicular movement with the least detriment to environmental quality;

1.4.5. Facilitate the adequate provision of transportation, water, sewage, schools, parks and other public requirements to avoid transportation and public service and facility demands that cannot be satisfied; provide for phased development of government services and facilities;

1.4.6. Ensure that development and resource decisions are sustainable not only for the current residents of Arlington but for future residents and generations;

1.4.7. Preserve the viability of the City as an entertainment and tourist area to conserve and enhance the value of the investments of the people of this community;

1.4.8. Preserve and protect uses of land that provide employment opportunities to City residents;

1.4.9. Consider the immediate and long-range financial impact of the application of particular land to particular kinds of development, and the relative suitability of the land for development;

1.4.10. Promote the economic stability of existing land uses that are consistent with the comprehensive plan and protect them from intrusions by incompatible land uses;

1.4.11. Encourage innovations in residential development and redevelopment to provide a greater variety in type and design of dwellings;

1.4.12. Enhance the quality of development through superior building and site design; and

1.4.13. Reduce the consumption of energy by encouraging the use of products and materials that maximize energy efficiency.

1.5. APPLICABILITY

1.5.1. GENERAL APPLICABILITY

This Code applies to all land, buildings, structures, and uses thereof located within the City of Arlington, unless a variance or exemption is provided by or pursuant to the terms of this Code.

1.5.2. APPLICABILITY TO PUBLIC AGENCIES

To the extent allowed by law, the provisions of this Code shall apply to all land, buildings, structures, and uses owned, leased, or otherwise controlled by any district, county, state, or federal government agencies in the City of Arlington. Where the provisions of this Code do not legally control such land, buildings, structures, and uses, such agencies are encouraged to meet the provisions of this Code.

1.5.3. COMPLIANCE REQUIRED

No land shall be used or divided, and no structure shall be constructed, occupied, enlarged, altered, or moved until:

A. All applicable development review and approval processes have been followed in accordance with Article 10, *Review Procedures*;

B. All applicable approvals have been obtained; and

C. All required permits or authorizations to proceed have been issued.

1.5.4. EMERGENCY POWERS

The City Council may authorize deviations from any provision of this Code during a local emergency. Such deviations shall be authorized by resolution of the City Council without a requirement for prior notice or public hearing.

1.6. TRANSITIONAL PROVISIONS

1.6.1. CONTINUITY OF PROVISIONS

The provisions of this Code, insofar as they are substantially the same as previously existing Code provisions relating to the same subject matter, shall be construed as restatements and continuations thereof and not new enactments. Any actions, proceedings, or permits commenced or issued pursuant to any previously existing ordinance and subject to Texas Local Government Code § 245 shall not be affected by the enactment of this Code.

1.6.2. VIOLATIONS CONTINUE

Any violation of the previous zoning and subdivision regulations will continue to be a violation under this Code and be subject to penalties and enforcement under Article 8,

Enforcement and Penalties, unless the use, development, construction, or other activity complies with the provisions of this Code. The enactment of this Code shall not abate any pending prosecution and/or lawsuit or prevent any prosecution and/or lawsuit from being commenced for any violation of a previously existing ordinance occurring before the effective date of this Code.

1.6.3. LEGAL NONCONFORMITIES UNDER PRIOR REGULATIONS

Any legal nonconformity under the previous zoning and subdivision regulations will also be a legal nonconformity under this Code, as long as the situation that resulted in the nonconforming status under the previous Code continues to exist. If a nonconformity under the previous zoning and subdivision regulations becomes conforming because of the adoption of this Code, then the situation will no longer be a nonconformity.

1.6.4. USES, LOTS, STRUCTURES, AND SITES RENDERED NONCONFORMING

A. When a lot is used for a purpose that was a lawful use before the effective date of this Code and this Code no longer classifies such use as either a permitted use or conditional use in the zoning district in which it is located, such use shall be considered nonconforming and shall be controlled by the provisions of Article 11, *Nonconformities*.

B. Where any building, structure, lot, or development site that legally existed on the effective date of this Code does not meet all standards set forth in this Code, such building, structure, lot, or site shall be considered nonconforming and shall be controlled by the provisions of Article 11, *Nonconformities*.

1.6.5. PENDING APPLICATIONS

A. Any complete application subject to Texas Local Government Code § 245 that has been submitted for approval, but upon which no final action has been taken by the appropriate decision-making body prior to the effective date of this Code, shall be reviewed in accordance with the regulations in effect on the date the application was deemed complete unless the applicant requests otherwise pursuant to paragraph (B) below. If the applicant fails to comply with any applicable required period for submittal or other procedural requirements, the application shall expire and subsequent applications shall be subject to the requirements of this Code. Any re-application of an expired project approval shall meet the standards in effect at the time of re-application.

B. An applicant with a complete application subject to Texas Local Government Code § 245 that has been submitted for approval, but upon which no final action has been taken prior to the effective date of this Code, may request review under this Code.

1.6.6. PRELIMINARY PLAT APPROVALS

An application for which approval of a preliminary subdivision plat was granted prior to _____, [insert effective date of this Code] shall be considered as having received preliminary plat approval under this Code. Preliminary approvals granted under the previous regulations shall be valid for two years from the date of approval. Failure to obtain a final plat approval in the time shall result in the expiration of the preliminary plat. In the instance of large tracts or blocks of land contained within a recorded subdivision and intended or designed for resubdivision into smaller tracts, lots, or building sites, the resubdivision shall

comply with all provisions of this Code except for those that, in the opinion of the Zoning Administrator, have been satisfied prior to filing of the original subdivision plat.

1.6.7. APPROVED PROJECTS

A. Use permits, variances, architectural or design approvals, and final subdivision plats, including planned developments, any of which are valid on [insert effective date of this Code], shall remain valid until their expiration date. Projects with valid approvals or permits may be carried out in accordance with the zoning and subdivision regulations in effect at the time of approval, provided that the permit or approval is valid and has not lapsed.

B. No provision of this Code shall require any change in the plans, construction, or designated use of any structure for which a building permit has been issued prior to [insert effective date of this Code], unless the building permit has expired.

C. The Director may renew or extend the time of a previous approval of an application that was administratively approved if the required findings or criteria for approval remain valid. Any extension granted shall not exceed one year in length, and no more than one extension may be granted. Non-administratively approved projects may be granted extensions from the reviewing body by which they were originally approved where such extension would be permissible under the zoning and subdivision regulations in effect at the time of approval. If those regulations are silent as to extensions then no extension may be granted.

D. Any re-application for an expired project approval shall meet the standards in effect at the time of reapplication.

1.6.8. TRANSITION TO NEW ZONE DISTRICTS

Upon the effective date of this Code, land that is zoned with a zoning district classification from the previous zoning regulations shall be re-classified or translated to one of the zoning district classifications set forth in this Code by separate action of the City Council. Table 1.6-1, *Zoning District Transitions*, summarizes the translation or re-classification of the zoning districts in the previous zoning regulations to the zoning districts used in this Code.

Table 1.6-1: Zoning District Transitions

Prior Zoning District		Zoning District as of [insert effective date]	
Residential Districts		***Residential Districts***	
A	Agricultural	**RE**	Residential Estate
-	-	**RS-20**	Residential Single-Family
E	Estate	**RS-15**	Residential Single-Family
R	Residential	**RS-7.2**	Residential Single-Family
R1	Residential	**RS-5**	Residential Single-Family
R2	Residential		
D	Duplex	**RM-12**	Residential Medium-Density
TH	Townhouse		
MF14	Medium Density Multi-Family	**RMF-22**	Residential Multi-Family
MF18	Medium Density Multi-Family		
MF22	High Density Multi-Family		
VG	Village on the Green at Tierra Verde Overlay	**VG**	Village on the Green at Tierra Verde

Table 1.6-1: Zoning District Transitions			
Prior Zoning District		**Zoning District as of [insert effective date]**	
MH	Manufactured Housing	**MH**	Manufactured Housing (*obsolete*)
Non-Residential and Mixed Use Districts		***Non-Residential and Mixed Use Districts***	
-	-	**LO**	Limited Office
O	Office	**OC**	Office Commercial
NS **LS**	Neighborhood Services Local Services	**NC**	Neighborhood Commercial
CS **F**	Community Services Festival	**CC**	Community Commercial
B	Business	**GC**	General Commercial
-	-	**HC**	Highway Commercial
-	-	**BP**	Business Park
DB	Downtown Business	**DB**	Downtown Business
LI	Light Industrial	**LI**	Light Industrial
IM	Industrial Manufacturing	**IM**	Industrial Manufacturing
-	-	**NMU**	Neighborhood Mixed Use
-	-	**RMU**	Regional Mixed Use
MU	Mixed Use	**-**	*(proposed for deletion)*
Overlay Districts		***Overlay Districts***	
AP	Airport Overlay	**APO**	Airport Overlay
BP	Business Park Overlay	**-**	*(proposed for deletion)*
CD	Conservation District Overlay	**CDO**	Conservation District Overlay
DN	Downtown Neighborhood Overlay	**DNO**	Downtown Neighborhood Overlay
ED	Entertainment District Overlay	**EDO**	Entertainment District Overlay
LCMU	Lamar Collins Mixed Use Overlay	**LCMUO**	Lamar Collins Mixed Use Overlay
LP	Landmark Preservation Overlay	**LPO**	Landmark Preservation Overlay
PD	Planned Development	**PD**	Planned Development Overlay
T	Transitional Overlay District	**-**	*(proposed for deletion)*
SCT	Special Commercial Transition	**-**	*(proposed for deletion)*

1.6.9. MAP INTERPRETATIONS

Questions or disputes regarding zoning designations on the City of Arlington Zoning Map resulting from adoption of this new Code shall be submitted to the Zoning Administrator for written interpretation.

1.7. CONFLICTING PROVISIONS

1.7.1. MINIMUM REQUIREMENTS

The provisions of this Code shall be held to be minimum requirements adopted for the promotion of the public health, safety, and welfare.

1.7.2. CONFLICT WITH OTHER PUBLIC LAWS, ORDINANCES, REGULATIONS, OR PERMITS

This Code is intended to complement other City, state, and federal regulations that affect land use. This Code is not intended to revoke or repeal any other public law, ordinance,

regulation, or permit. However, where conditions, standards, or requirements imposed by any provision of this Code are either more restrictive or less restrictive than comparable standards imposed by any other public law, ordinance, or regulation, the provisions that are more restrictive or that impose higher standards or requirements, as determined by the Zoning Administrator, shall govern.

1.7.3. CONFLICT WITH PRIVATE AGREEMENTS

This Code is not intended to revoke or repeal any easement, covenant, or other private agreement. However, where the regulations of this Code are more restrictive or impose higher standards or requirements than such easement, covenant, or other private agreement, then the requirements of this Code shall govern. Nothing in this Code shall modify or repeal any private covenant or deed restriction, but such covenant or restriction shall not excuse any failure to comply with this Code. In no case shall the City to be obligated to enforce the provisions of any easements, covenants, or agreements between private parties.

1.8. SEVERABILITY

It is expressly declared that this Code and each section, subsection, sentence, and phrase would have been adopted regardless of whether one or more other portions of the Code is declared invalid or unconstitutional.

1.8.1. If any section, subsection, sentence, or phrase of this Code is held to be invalid or unconstitutional by a court of competent jurisdiction for any reason, the remaining portions of this Code shall not be affected.

1.8.2. If any court of competent jurisdiction invalidates the application of any provision of this Code, then such judgment shall not affect the application of that provision to any other building, structure, or use not specifically included in that judgment.

1.8.3. If any court of competent jurisdiction judges invalid any condition attached to the approval of an application for development, then such judgment shall not affect any other conditions or requirements attached to the same approval that are not specifically included in that judgment.

ARTICLE 2. ZONING DISTRICTS

2.1. DISTRICTS ESTABLISHED; ZONING MAP

2.1.1. RELATIONSHIP TO OTHER ARTICLES

This article establishes the Arlington zoning districts. Article 3, *Use Standards*, and Article 4, *Dimensional Standards*, identify the uses allowed within the districts and the dimensional standards applying to development in the districts, respectively. Article 5, *Design and Development Standards*, identifies any district-specific standards applying to development in the districts.

2.1.2. ZONING DISTRICTS ESTABLISHED

The following zoning districts are established:

Table 2.1-1: Zoning Districts Established

District Type	Abbreviation	District Name
Residential	RE	Residential Estate
	RS-20	Residential Single-Family 20
	RS-15	Residential Single-Family 15
	RS-7.2	Residential Single-Family 7.2
	RS-5	Residential Single-Family 5
	RM-12	Residential Medium-Density 12
	RMF-22	Residential Multi-Family 22
	VG	Village on the Green at Tierra Verde
	MH	Manufactured Housing (Obsolete)
Non-Residential and Mixed-Use	LO	Limited Office
	OC	Office Commercial
	NC	Neighborhood Commercial
	CC	Community Commercial
	GC	General Commercial
	HC	Highway Commercial
	DB	Downtown Business
	BP	Business Park
	LI	Light Industrial
	IM	Industrial Manufacturing
	NMU	Neighborhood Mixed-Use
	RMU	Regional Mixed-Use
Overlays	APO	Airport Overlay
	CDO	Conservation District Overlay
	DNO	Downtown Neighborhood Overlay
	EDO	Entertainment District Overlay
	LCMUO	Lamar Collins Mixed-Use Overlay
	LPO	Landmark Preservation Overlay
	PD	Planned Development

2.1.3. ZONING DISTRICT MAP

A. The zoning districts are shown on the "City of Arlington Zoning Map" (Zoning Map). The boundaries of zoning districts established in this Code are delineated upon the Zoning Map and adopted as part of this Code as fully as if the same were set forth in this section in detail. Procedures for amending the Zoning Map are set forth in Section 10.4.2, Zoning Map Amendments (Zone Changes).

B. The Zoning Administrator shall keep a complete set of the Official Zoning Maps in any convenient format, either electronically or in hard copy. The Official Zoning Maps shall be kept up to date by posting or causing to be posted to the maps any subsequent zoning changes as soon as practicable after the change occurs. These maps shall be available for public inspection.

C. Administrative modifications to the Zoning Map shall be made by the Zoning Administrator.

2.1.4. ZONING DISTRICT BOUNDARIES

A. When uncertainty exists as to the boundaries of districts as shown on the Official Zoning Map, the Zoning Administrator shall be responsible for interpretation of the zoning map in accordance with the following rules:

1. Boundaries indicated as approximately following the centerlines of streets, highways, or alleys are construed to follow those centerlines.

2. Boundaries indicated as approximately following platted lot lines are construed as following those lot lines.

3. Boundaries indicated as approximately following city limits are construed as following city limits.

4. Boundaries indicated as following railroad lines are construed as following the established centerline of a railroad right-of-way. If no centerline is established, the boundary is midway between the railroad right-of-way lines.

5. Boundaries indicated as following shorelines are construed to follow shorelines. If the shoreline changes, the boundaries are construed as moving with the actual shoreline.

6. Boundaries indicated as approximately following the centerlines of streams, creeks, rivers, canals, lakes, or other bodies of water are construed to follow those centerlines. The centerline is interpreted as being midway between the shorelines of the body of water. If the centerline changes, the boundaries are construed as moving with the centerline.

7. Boundaries indicated as parallel to or extensions of the features described in Subsections A.1 through A.6 are construed as being parallel to or extensions of the features.

8. Where a district boundary line traverses a large parcel of land or acreage in a recorded subdivision, and such large parcel or acreage has been divided by metes and bounds without indication upon the recorded plat, or where it

may hereafter be divided into blocks and lots, the district boundaries shall be construed to be the centerline of a street or alley or the property line resulting from such division nearest to the district line shown on the Official Zoning Map, so long as the district boundary is not varied more than 100 feet from its location on the Official Zoning Map.

B. When the district boundary line is not otherwise determined, it shall be determined by the scale of the Official Zoning Map from a given line.

C. Whenever a street, alley, or other public way is vacated by official action of the City, the zoning district line adjoining each side of the street, alley, or other public way automatically extends to the centerline of the vacated street, alley, or public way.

D. When there is a question as to the boundary of a tract and that question cannot be resolved by the application of Subsections A. through C. above, the Zoning Board of Adjustment shall determine the boundary by interpreting the official zoning district map and ordinances amending the map.

E. If, because of error or omission on the Official Zoning Map, any property in the City is not shown and included in a zoning district, such property shall be classified as the RE Residential Estate district until change by amendment.

2.1.5. RELATIONSHIP TO OVERLAY DISTRICTS

All lands within the City shall be designated as one of the base zoning districts listed in Sections 2.2 and 2.3. In addition, some lands may be designated as one or more of the overlay districts listed in Section 2.4. Where the property is designated as an overlay district, the regulations governing development in the overlay district shall apply in addition to the regulations governing development in the underlying base district. In the event of an express conflict between the two sets of standards, the standards for the overlay district shall control.

2.1.6. ANNEXED TERRITORY

When any territory is brought into the jurisdiction of the City of Arlington, by annexation or otherwise, such territory shall be deemed to be in the RE Residential Estate district unless the City Council designates another zoning district at the time of annexation after review and recommendation by the Planning and Zoning Commission, giving due consideration to the surrounding existing uses as well as the Comprehensive Plan, and provides notice that complies with the notice requirements of Article 10, *Review Procedures*. This provision shall not preclude subsequent rezoning of such property by amendment in the manner set forth in Article 10, *Review Procedures*.

2.2. RESIDENTIAL DISTRICTS

2.2.1. GENERAL PURPOSES OF ALL RESIDENTIAL ZONE DISTRICTS

The residential zoning districts are intended to:

A. Provide appropriately located areas for residential development that are consistent with the Comprehensive Plan and with standards for public health, safety, and general welfare;

B. Ensure adequate light, air, and privacy for all dwelling units;

C. Minimize traffic congestion and overloading of public services and utilities;

D. Allow for a variety of housing types that meet the diverse needs of residents; and

E. Protect residential development from the encroachment of uses that are not appropriate to a residential environment.

In all residential districts, complementary uses such as parks, open space, public and private schools, religious assemblies, minor utilities, accessory dwellings, and certain temporary uses are also allowed.

2.2.2. RESIDENTIAL ESTATE | RE

A. Purpose

The RE district is intended to accommodate large-lot (minimum one acre) single-family detached residential uses, accessory development, and select agricultural activities. The district provisions discourage any use that would substantially interfere with the development of single-family detached dwellings or the quiet residential nature of the district.

Figure 2.2.2-A: C. Lot Dimension Measurement

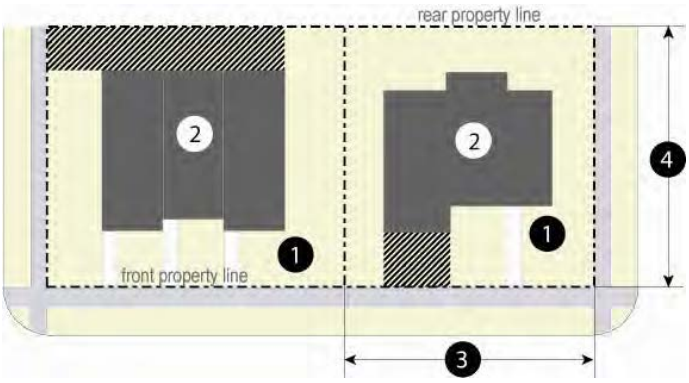
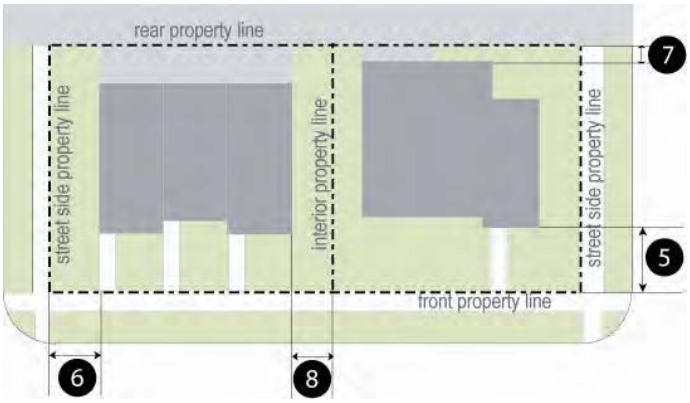


Figure 2.2.2-B: D. Setback Measurement



B. Density	
Dwelling units/acre, max.	1
C. Lot Dimensions	
1. Lot area, min. (s.f.)	
Single family	1 acre
Non-residential	15,000 s.f.
2. Gross living area min. (s.f.)	
Single family	2,500
3. Lot width, min. (ft)	
Single family	100
Non-residential	100
4. Lot depth, min. (ft)	150
D. Setbacks	
5. Street front, min. (ft)	
Arterial or collector	40
Local street, alley, or private access easement	20
6. Street side, min. (ft)	
All roadways	15
Private access easement or alley	10
7. Street rear, min. (ft)	
All roadways	20
Private access easement or alley	5
8. Interior, min. (ft)	
Side	10
Rear	10
Non-residential adjacent to single family (side and/or rear)	20
E. Building Standards	
Building height, max.	40
Lot coverage, max. (%)	
Single family	50
Non-residential	50
See Article 4 for measurements and exceptions.	

2.2.3. RESIDENTIAL SINGLE-FAMILY-20 | RS-20

A. Purpose

The RS-20 district is intended to accommodate large-lot (roughly one-half acre) single-family detached residential uses and accessory development. The district provisions discourage any use that would substantially interfere with the development of single-family detached dwellings or the quiet residential nature of the district.

Figure 2.2.3-A: C. Lot Dimension Measurement

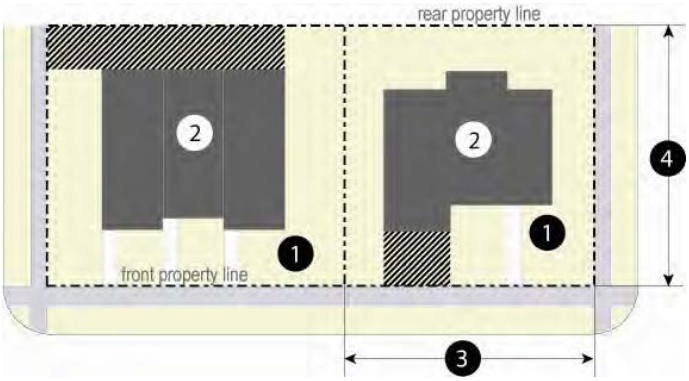


Figure 2.2.3-B: D. Setback Measurement

B. Density	
Dwelling units/acre, max.	2
C. Lot Dimensions	
1. Lot area, min. (s.f.)	
Single family	20,000 s.f.
Non-residential	15,000 s.f.
2. Gross living area min. (s.f.)	
Single family	2,200
3. Lot width, min. (ft)	
Single family	100
Non-residential	100
4. Lot depth, min. (ft)	150
D. Setbacks	
5. Street front, min. (ft)	
Arterial or collector	40
Local street, alley, or private access easement	20
6. Street side, min. (ft)	
All roadways	15
Private access easement or alley	10
7. Street rear, min. (ft)	
All roadways	20
Private access easement or alley	5
8. Interior, min. (ft)	
Side	10
Rear	10
Non-residential adjacent to single family (side and/or rear)	20
E. Building Standards	
Building height, max.	40
Lot coverage, max. (%)	
Single family	50
Non-residential	50
See Article 4 for measurements and exceptions.	

2.2.4. RESIDENTIAL SINGLE-FAMILY-15 | RS-15

A. Purpose

The RS-15 district is intended to accommodate single-family detached residential uses and typical accessory development at low densities (minimum 15,000-square foot lots).

Figure 2.2.4-A: C. Lot Dimension Measurement

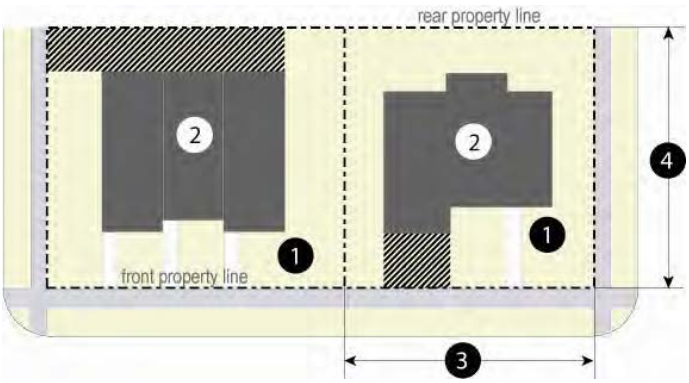


Figure 2.2.4-B: D. Setback Measurement

B. Density	
Dwelling units/acre, max.	4
C. Lot Dimensions	
1. Lot area, min. (s.f.)	
Single family	15,000
Non-residential	15,000
2. Gross living area min. (s.f.)	
Single family	2,000
3. Lot width, min. (ft)	
Single family	80
Non-residential	80
4. Lot depth, min. (ft)	100
D. Setbacks	
5. Street front, min. (ft)	
Arterial or collector	40
Local street, alley, or private access easement	20
6. Street side, min. (ft)	
All roadways	15
Private access easement or alley	10
7. Street rear, min. (ft)	
All roadways	20
Private access easement or alley	5
8. Interior, min. (ft)	
Side	10
Rear	10
Non-residential adjacent to single family (side and/or rear)	20
E. Building Standards	
Building height, max.	40
Lot coverage, max. (%)	
Single family	50
Non-residential	50
See Article 4 for measurements and exceptions.	

2.2.5. RESIDENTIAL SINGLE-FAMILY-7.2 | RS-7.2

A. Purpose

The RS-7.2 district is intended to accommodate single-family detached residential uses and typical accessory development at low densities (minimum 7,200-square foot lots).

Figure 2.2.5-A: C. Lot Dimension Measurement

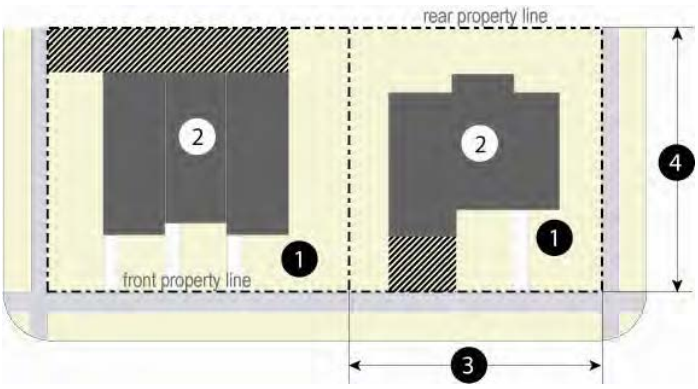


Figure 2.2.5-B: D. Setback Measurement

B. Density	
Dwelling units/acre, max.	6
C. Lot Dimensions	
1. Lot area, min. (s.f.)	
Single family	7,200
Non-residential	15,000
2. Gross living area min. (s.f.)	
Single family	1,500
3. Lot width, min. (ft)	
Single family	60
Non-residential	60
4. Lot Depth, min. (ft)	100
5. Street Front, min. (ft)	
Arterial or collector	40
Local street, alley, or private access easement	20
6. Street Side, min. (ft)	
All roadways	15
Private access easement or alley	10
7. Street Rear, min. (ft)	
All roadways	20
Private access easement or alley	5
8. Interior, min. (ft)	
Side	5
Rear	5
Non-residential adjacent to single family (side and/or rear)	20
E. Building Standards	
Building height, max.	40
Lot coverage, max. (%)	
Single family	50
Non-residential	50
See Article 4 for measurements and exceptions.	

2.2.6. RESIDENTIAL SINGLE-FAMILY-5 | RS-5

A. Purpose

The RS-5 district is intended to accommodate single-family detached residential uses and typical accessory development at medium densities (minimum 5,000-square foot lots).

Figure 2.2.6-A: C. Lot Dimension Measurement

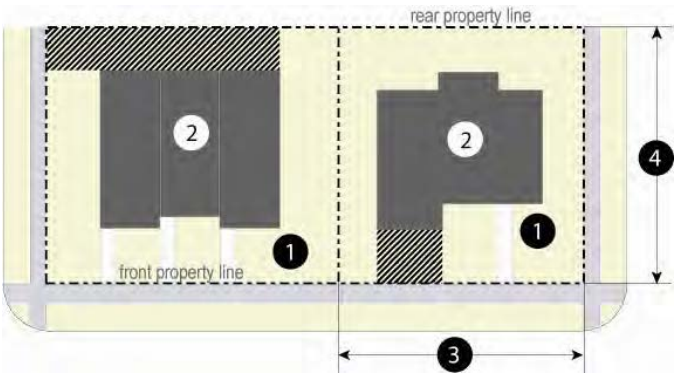
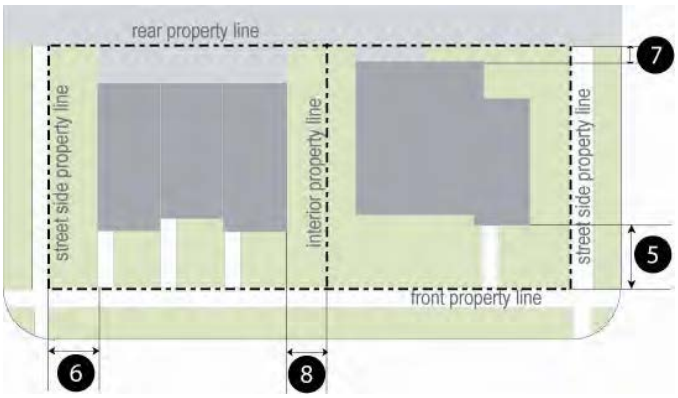


Figure 2.2.6-B: D. Setback Measurement



B. Density	
Dwelling units/acre, max.	8
C. Lot Dimensions	
1. Lot area, min. (s.f.)	
Single family	5,000
Non-residential	15,000
2. Gross living area min. (s.f.)	
Single family	1,500
3. Lot width, min. (ft)	
Single family	50
Non-residential	60
4. Lot depth, min. (ft)	100
D. Setbacks	
5. Street front, min. (ft)	
Arterial or collector	40
Local street, alley, or private access easement	20
6. Street side, min. (ft)	
All roadways	15
Private access easement or alley	10
7. Street rear, min. (ft)	
All roadways	20
Private access easement or alley	5
8. Interior, min. (ft)	
Side	5
Rear	5
Non-residential adjacent to single family (side and/or rear)	20
E. Building Standards	
Building height, max.	40
Lot coverage, max. (%)	
Single family	60
Non-residential	60
See Article 4 for measurements and exceptions.	

2.2.7. RESIDENTIAL MEDIUM-DENSITY | RM-12

A. Purpose

The RM-12 district is established and intended to encourage a wide range of low- to medium-density housing types, especially single-family attached, duplexes, and townhouse projects, though single-family detached is also allowed to meet the diverse needs of city residents. The district standards are designed for transition from areas of lower-density single-family neighborhoods to higher-density multi-family districts at appropriate locations throughout the city. Maximum residential density is limited to 12 units per gross acre.

Figure 2.2.7-A: C. Lot Dimension Measurement

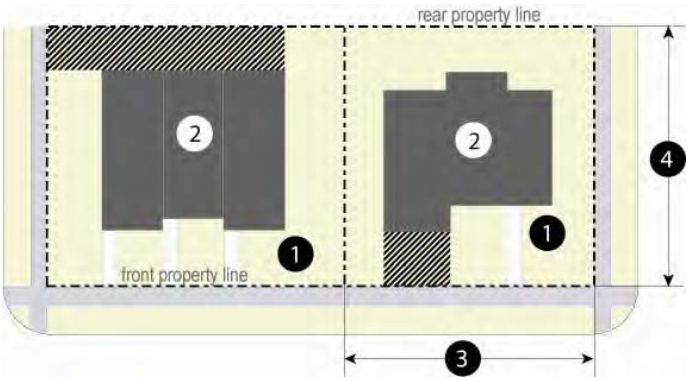
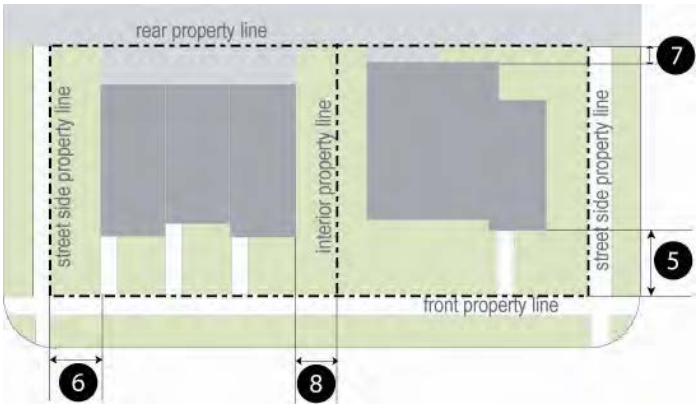


Figure 2.2.7-B: D. Setback Measurement



B. Density	
Dwelling units/acre, max.	12
C. Lot Dimensions	
1. Lot area, min. (s.f.)	
Duplex	6,000
Townhouse	2,900
Non-residential uses	15,000
2. Gross living area min. (s.f.)	
Duplex	800
Townhouse	800
3. Lot width, min. (ft)	
Duplex	60
Townhouse	20
Non-residential	60
4. Lot depth, min. (ft)	100
D. Setbacks	
5. Street front, min. (ft)	
Arterial or collector	40
Local street, alley, or private access easement	20
6. Street side, min. (ft)	
All roadways	20
Private access easement or alley	20
7. Street rear, min. (ft)	
All roadways	20
Private access easement or alley	5
8. Interior, min. (ft)	
Side	5
Rear	10
Adjacent to single family (side and/or rear)	20
E. Building Standards	
Building height, max.	40
Lot coverage, max. (%)	
Duplex	60
Townhouse	75
Non-residential	60
See Article 4 for measurements and exceptions.	

2.2.8. RESIDENTIAL MULTI-FAMILY–22 | RMF-22

A. Purpose

The RMF-22 district is established to provide opportunities for high-density multi-family residential uses with a maximum density of 22 units per acre, which are designed to be compatible with their sites and surroundings. The district also allows medium-density residential uses, including attached residential, live/work units, and residential units over ground-floor non-residential uses.

Figure 2.2.8-A, C. Lot Dimension Measurement

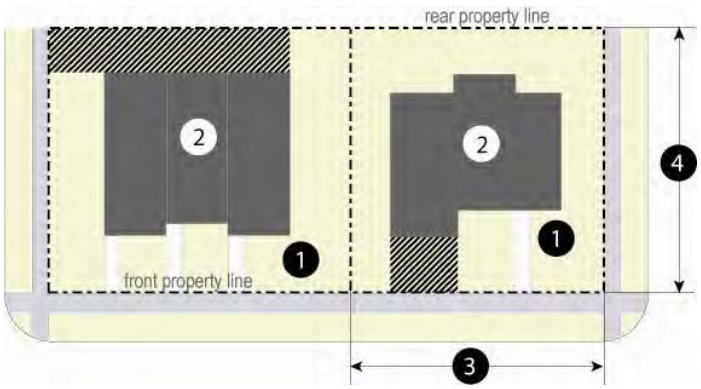


Figure 2.2.8-B, D. Setback Measurement

B. Density	
Dwelling units/acre, max.	22
C. Lot Dimensions	
1. Lot area, min. (s.f.)	
Duplex	6,000
Townhouse	2,900
Multifamily or Non-residential	15,000
2. Gross living area, min. (s.f.)	
Duplex or townhouse	800
MF efficiency	600
MF 1 bedroom	750
MF 2 bedroom	900
3. Lot width, min. (ft)	
Townhouse	20
Duplex or multifamily	60
Non-residential	60
4. Lot depth, min. (ft)	100
D. Setbacks	
6. Street front, min. (ft)	
Arterial	40
Collector	25
Local street, alley, or private access easement	20
7. Street side, min. (ft)	
All roadways	20
Private access easement or alley	10
8. Street rear, min. (ft)	
All roadways	20
Private access easement or alley	10
9. Interior, min. (ft)	
Side	10
Rear	10
Adjacent to single family (side and/or rear)	40
E. Building Standards	
Building height: see Section 5.5.4	
Lot coverage, max. (%)	
Duplex	80
Townhouse or multifamily	90
Non-residential	80
See Article 4 for measurements and exceptions.	

2.2.9. VILLAGE ON THE GREEN AT TIERRA VERDE | VG

A. Purpose and Intent

The Village on the Green at Tierra Verde (VG) District is established to provide an area in southwest Arlington that will be a financially and environmentally sustainable residential community memorable for its rural character, village-like atmosphere, and mix of high-quality housing options.

B. Development Standards

Residential development in the VG district is subject to the design and development standards in Section 5.5.5.

2.2.10. MANUFACTURED HOUSING | MH (OBSOLETE)

A. Purpose

The Manufactured Housing (MH) district provides for accommodations for a specific form of housing - the manufactured home. To provide appropriate standards for density, spacing, and use, a separate district is created and designated for the specific purpose of providing, at appropriate locations, areas for the development of manufactured home parks, courts, and subdivisions.

B. Applicability

The Manufactured Housing district is obsolete and may not be requested as a district for a zoning amendment following the effective date of this Code. Existing MH districts shall remain on the Arlington zoning map and shall be subject to the development standards of the previous Arlington Zoning Code Section 9-400.

2.3. NON-RESIDENTIAL AND MIXED-USE DISTRICTS

2.3.1. GENERAL PURPOSES OF ALL NON-RESIDENTIAL AND MIXED-USE DISTRICTS

The non-residential and mixed-use zoning districts are intended to:

A. Accommodate office, retail, commercial, service, and mixed uses needed by Arlington's residents, businesses, visitors, and workers;

B. Encourage site planning, land use planning, and architectural design that create an interesting, pedestrian-friendly environment;

C. Maintain and enhance the city's economic base and provide shopping, entertainment and employment opportunities close to where people live and work;

D. Preserve, protect, and promote employment-generating uses;

E. Create suitable environments for various types of commercial and other non-residential uses and protect them from the adverse effects of incompatible uses;

F. Allow flexibility to encourage redevelopment and positive improvements to existing businesses and residences;

G. Minimize potential negative impacts of non-residential development on adjacent residential areas; and

H. Help ensure that the appearance and operational impacts of commercial developments do not adversely affect the character of the areas in which they are located.

2.3.2. LIMITED OFFICE | LO

A. Purpose

The LO district is intended to provide for the development of small-scale, low-intensity professional office uses near or adjacent to residential neighborhoods. The district encourages the conversion of existing residential structures to offices uses, provided that the office use is compatible in scale, character, and intensity with adjacent residential uses. This district is appropriate in areas that are transitioning from residential to non-residential uses, or are mixed-use in character. Adequate street access and parking capacity should be available to serve the office use.

B. Density	
Dwelling units/acre, max.	N/A
C. Lot Dimensions	
Lot area, min. (s.f.)	5,000
D. Setbacks	
Street, min. (ft)	
Freeway or frontage road	20
All other streets	10
Interior, min. (ft)	
Side	20
Rear	10
Adjacent to single family (side and/or rear)	20
E. Building Standards	
Building height, max. (ft)	40
Lot Coverage, max. (%)	75
F. Notes	
See Article 4 for measurements and exceptions.	

Figure 2.3.2 Limited Office Illustration

2.3.3. OFFICE COMMERCIAL | OC

A. Purpose

The OC district is intended to provide areas primarily for high-quality office development and selected retail uses that serve community and citywide needs.

B. Density	
Dwelling units/acre, min./max.	N/A
C. Lot Dimensions	
Lot area, min. (s.f.)	10,000
D. Setbacks	
Street, min. (ft)	
Freeway or frontage road	20
All other streets	10
Interior, min. (ft)	
Side and/or Rear	0
Adjacent to single family (side and/or rear)	20
E. Building Standards	
Building height, max. (ft)	
Within 40 feet of a residential property line	40
Other	N/A
Lot Coverage, max. (%)	N/A
F. Notes	
See Article 4 for measurements and exceptions.	

Figure 2.3.3 Office Commercial Illustration

2.3.4. NEIGHBORHOOD COMMERCIAL | NC

A. Purpose

The NC district is intended to provide sites for businesses serving the daily needs of nearby residential areas and for small-scale offices. Development should be compatible in scale, character, and intensity with adjacent residential development, and the district's standards are intended to prevent significant adverse effects on adjacent residential areas. This district should be located adjacent to residential uses. The NC district should also be used as a buffer between residential and more intense retail/commercial uses.

B. Density	
Dwelling units/acre, min./max.	N/A
C. Lot Dimensions	
Lot area, min. (s.f.)	5,000
D. Setbacks	
Street, min. (ft)	
Freeway or frontage road	20
All other streets	10
Interior, min. (ft)	
Side and/or Rear	0
Adjacent to single family (side and/or rear)	20
E. Building Standards	
Building height, max. (ft)	
Within 40 feet of a residential property line	40
Other	N/A
Lot Coverage, max. (%)	N/A
F. Notes	
See Article 4 for measurements and exceptions.	

Figure 2.3.4 Neighborhood Commercial Illustration

2.3.5. COMMUNITY COMMERCIAL | CC

A. Purpose

The CC district is established to provide sites for community and regional retail shopping centers containing a wide variety of commercial establishments including retail stores and businesses selling home furnishings, apparel, durable goods, and specialty items; restaurants; commercial recreation; and business, personal, and financial services. The CC district is generally intended for nodal developments located at the intersection of two arterial streets.

B. Density	
Dwelling units/acre, min./max.	N/A
C. Lot Dimensions	
Lot area, min. (s.f.)	10,000
D. Setbacks	
Street, min. (ft)	
Freeway or frontage road	20
All other streets	10
Interior, min. (ft)	
Side and/or Rear	0
Adjacent to single family (side and/or rear)	20
E. Building Standards	
Building height, max. (ft)	
Within 40 feet of a residential property line	40
Other	N/A
Lot Coverage, max. (%)	N/A
F. Notes	
See Article 4 for measurements and exceptions.	

Figure 2.3.5 Community Commercial Illustration

2.3.6. GENERAL COMMERCIAL | GC

A. Purpose

The GC district is intended primarily to provide sites for a broad range of commercial uses including automobile sales and services, car washes, restaurants, offices, warehousing, and commercial services. Sites should provide an attractive appearance with landscaping, well-designed parking, and controlled traffic movement. This district is primarily intended for development of freestanding commercial structures along arterial streets in older sections of the city that are experiencing redevelopment.

B. Density	
Dwelling units/acre, min./max.	N/A
C. Lot Dimensions	
Lot area, min. (s.f.)	10,000
D. Setbacks	
Street, min. (ft)	
Freeway or frontage road	20
All other streets	10
Interior, min. (ft)	
Side and/or rear	0
Adjacent to single family (side and/or rear)	20
E. Building Standards	
Building height, max. (ft)	
Within 40 feet of a residential property line	40
Other	N/A
Lot Coverage, max. (%)	N/A
F. Notes	
See Article 4 for measurements and exceptions.	

Figure 2.3.6 General Commercial Illustration

2.3.7. HIGHWAY COMMERCIAL | HC

A. Purpose

The HC district is intended primarily to provide sites for commercial uses including automobile sales and services, hotels, drive-through and drive-in restaurants, offices, warehousing, and commercial services. These uses are subject to frequent view by the public and visitors to Arlington, and they should provide an attractive appearance with landscaping, well-designed parking, and controlled traffic movement. Traffic generated by the uses may include high volumes of vehicle traffic, and trucks and commercial vehicles as appropriate for sites adjacent to regional roadways. Strip development is discouraged.

B. Density	
Dwelling units/acre, min./max.	N/A
C. Lot Dimensions	
Lot area, min. (s.f.)	10,000
D. Setbacks	
Street, min. (ft)	
Freeway or frontage road	20
All other streets	20
Interior, min. (ft)	
Side	20
Rear	10
Adjacent to single family (side and/or rear)	25
E. Building Standards	
Building height, max. (ft)	
Within 40 feet of a residential property line	40
Other	N/A
Lot Coverage, max. (%)	N/A
F. Notes	
See Article 4 for measurements and exceptions.	

Figure 2.3.7 Highway Commercial Illustration

2.3.8. DOWNTOWN BUSINESS | DB

A. Purpose

The DB district provides concentrated downtown, civic, service, office, institutional, cultural, residential, and other uses in the existing central business district. The DB district is intended to aid in the revitalization of Arlington's original downtown area, and to establish an identity for the downtown area by permitting uses that enhance its role as a unique civic and ceremonial heart of the City. Urban design standards are intended to protect property values, create a vibrant downtown that is mixed-use, pedestrian-friendly, and transit-oriented, and make the development process more predictable for member of the public and development community.

B. Density	
Max. dwelling units per acre with one use in a structure.	60
Max. dwelling units per acre with more than one use in a structure. Second use must occupy at least 15% of gross floor area of building.	100
C. Lot Dimensions	
Lot area, min. (s.f.)	N/A
D. Setbacks	
Street (ft)	
Minimum	0
Maximum for at least 75% of the front building façade	15
Interior, min. (ft)	
Side and/or Rear	0
Adjacent to single family (side and/or rear)	20
E. Building Standards	
Building height, max. (ft)	N/A
Lot Coverage, max. (%)	N/A
F. Notes	
See Article 4 for measurements and exceptions.	

Figure 2.3.8: Downtown Business Illustration

2.3.9. BUSINESS PARK | BP

A. Purpose

The BP district is intended to provide and protect sites for offices, research and development facilities, support commercial services, and limited industrial activities including non-nuisance production, distribution, and storage of goods (but no raw materials processing or bulk handling) in a landscaped setting.

B. Density	
Dwelling units/acre, min./max.	N/A
C. Lot Dimensions	
Lot area, min. (s.f.)	15,000
D. Setbacks	
Street, min. (ft)	
Freeway or frontage road	20
All other streets	10
Interior, min. (ft)	
Side and/or Rear	0
Adjacent to single family (side and/or rear)	25
E. Building Standards	
Building height, max. (ft)	
Within 40 feet of a residential property line	40
Other	N/A
Lot Coverage, max. (%)	N/A
F. Notes	
See Article 4 for measurements and exceptions.	

Figure 2.3.9: Business Park Illustration

2.3.10. LIGHT INDUSTRIAL | LI

A. Purpose

The LI district is intended to provide for the development of research, light industrial, processing, warehousing and other indoor light industrial uses, as well as supporting business and office uses. Uses permitted in this district are intended to serve community and regional needs. This district is intended to be located away from low- and medium-density residential development.

B. Density	
Dwelling units/acre, min./max.	N/A
C. Lot Dimensions	
Lot area, min. (s.f.)	15,000
D. Setbacks	
Street, min. (ft)	
Freeway or frontage road	20
All other streets	10
Interior, min. (ft)	
Side and/or Rear	0
Adjacent to single family (side and/or rear)	30
E. Building Standards	
Building height, max. (ft)	
Within 40 feet of a residential property line	40
Other	N/A
Lot Coverage, max. (%)	N/A
F. Notes	
See Article 4 for measurements and exceptions.	

Figure 2.3.10: Light Industrial Illustration

2.3.11. INDUSTRIAL MANUFACTURING | IM

A. Purpose

The IM district is intended to provide for the development of heavy industrial and manufacturing uses, as well as supporting business and office uses. Uses permitted in this district are intended to serve community and regional needs. This district is intended to be located away from low- and medium-density residential development.

B. Density	
Dwelling units/acre, min./max.	N/A
C. Lot Dimensions	
Lot area, min. (s.f.)	15,000
D. Setbacks	
Street, min. (ft)	
Freeway or frontage road	20
All other streets	10
Interior, min. (ft)	
Side and/or Rear	0
Adjacent to single family (side and/or rear)	40
E. Building Standards	
Building height, max. (ft)	
Within 40 feet of a residential property line	40
Other	N/A
Lot Coverage, max. (%)	N/A
F. Notes	
See Article 4 for measurements and exceptions.	

Figure 2.3.11: Industrial Manufacturing Illustration

2.3.12. NEIGHBORHOOD MIXED-USE | NMU

A. Purpose

The NMU district is intended to encourage the redevelopment of traditional suburban commercial centers as higher-density, mixed-use, urban-scale districts. The NMU district may be used for nodal centers or linear-oriented commercial retail development along well-traveled corridors. The NMU area is intended to include commercial, institutional, recreational, and service facilities needed to support the surrounding neighborhoods, for example, grocery and convenience stores, drug stores, religious assembly, and personal household services. Multi-family residential and office uses are also allowed. Development should facilitate pedestrian connections between residential and non-residential uses. The siting and architectural design and scale of structures in this district should be compatible with surrounding neighborhoods. Residential uses are encouraged on the upper floors of non-residential establishments. NMU centers are generally between 5 and 20 acres in size. There are no maximum lot sizes, but residential densities are limited to a maximum of 40 units per gross acre.

B. Density	
Max. dwelling units per acre with one use in a structure.	22
Max. dwelling units per acre with more than one use in a structure. Second use must occupy at least 15% of gross floor area of building.	40
C. Lot Dimensions	
Lot area, min. (s.f.)	10,000
Gross living area per dwelling unit, min. (s.f.)	
MF efficiency	600
MF 1 bedroom	800
MF 2 bedroom	950
D. Setbacks	
Street front, min./max. (ft)	
Interstate or state highway	12/24
Public street, private access easement, or alley	10/20
Street rear, min./max. (ft)	
Public street	10/none
Private access easement or alley	5/none
Interior, min./max. (ft)	
Side and/or Rear	0/none
Adjacent to single family (side and/or rear)	20/20
E. Building Standards	
Building height, max. (ft)	
Within 40 feet of a residential property line	40
Other	N/A
Lot Coverage, max. (%)	90
F. Notes	
See Article 4 for measurements and exceptions.	

Figure 2.3.12 Neighborhood Mixed-Use Illustration

2.3.13. REGIONAL MIXED-USE | RMU

A. Purpose

The RMU district is established to encourage and facilitate the development of large-scale, distinctive, attractive regional centers containing a concentrated mix of land uses. Development in these highly visible regional activity centers should be distinctive in character and attractive in design. The centers should include major economic generators, most with a regional market draw, such as a regional shopping mall, major employer, restaurants, theaters, hotels, and dense office development. The area should contain a broad mix of complementary uses, including high-density multi-family housing, major civic and public facilities, and parks. Development should facilitate and encourage pedestrian travel between residential and non-residential uses. Transit facilities and pedestrian-friendly elements are important components of development in these centers, in order to reduce demand for auto travel as well as increase visual interest. The RMU district is intended for locations in the city that have the transportation network and market potential to accommodate concentrated development. RMU centers are generally at least 20 acres or larger in size. There are no maximum lot sizes, but residential densities are limited to a maximum of 100 units per gross acre.

B. Density	
Max. dwelling units per acre with one use in a structure.	40
Max. dwelling units per acre with more than one use in a structure. Second use must occupy at least 15% of gross floor area of building.	100
C. Lot Dimensions	
Lot area, min. (s.f.)	10,000
Gross living area per dwelling unit, min. (s.f.)	
MF efficiency	600
MF 1 bedroom	800
MF 2 bedroom	950
D. Setbacks	
Street front, min./max. (ft)	
Interstate or state highway	12/24
Public street, private access easement, or alley	10/20
Street rear, min./max. (ft)	
Public street	10/none
Private access easement or alley	5/none
Interior, min./max. (ft)	
Side and/or Rear	0/none
Adjacent to single family (side and/or rear)	20/20
E. Building Standards	
Building height, max. (ft)	
Within 40 feet of a residential property line	40
Other	N/A
Lot Coverage, max. (%)	90
F. Notes	
See Article 4 for measurements and exceptions.	

Figure 2.3.13 Regional Mixed-Use Illustration

2.4. OVERLAY DISTRICTS

2.4.1. AIRPORT OVERLAY | APO

A. Purpose and Intent

The purpose and intent of this district is to regulate the development of noise-sensitive land uses so as to promote compatibility between the Airport and the surrounding land uses; to prevent the encroachment of incompatible uses surrounding the Airport; and to promote the public health, safety and welfare of property users.

B. Airport Overlay Development Standards

The development standards and permitted land uses applicable to the Airport Overlay are located in Section 5.8.2, *Airport Overlay*.

2.4.2. CONSERVATION DISTRICT OVERLAY | CDO

A. Purpose and Intent

Arlington has many unique and distinctive residential neighborhoods and commercial areas that contribute significantly to the overall character and identity of the city, but may lack sufficient historical, architectural, or cultural significance at the present time to be designated as a historic district. The Conservation District Overlay is intended to recognize the need to preserve, protect, and enhance the value of these areas, and to provide a means of conserving the distinctive atmosphere or character of the areas by protecting or enhancing their significant architectural or cultural attributes. This district has the following purposes:

1. To protect and strengthen desirable and unique physical features, design characteristics, and recognized identity and charm of existing neighborhoods;

2. To provide residents and property owners with a planning tool for future development;

3. To support and promote neighborhood initiated efforts to preserve their quality of life and strengthen civic pride;

4. To promote compatible and sensitive new development and redevelopment;

5. To promote and retain affordable housing and stabilize property values; and

6. To ensure the harmonious, orderly, and efficient growth and development of the city and provide for economic revitalization.

B. Conservation District Overlay Development Standards

The development standards applicable to the Conservation District Overlay are located in Section 5.8.4, *Conservation District Overlay*.

2.4.3. DOWNTOWN NEIGHBORHOOD OVERLAY | DNO

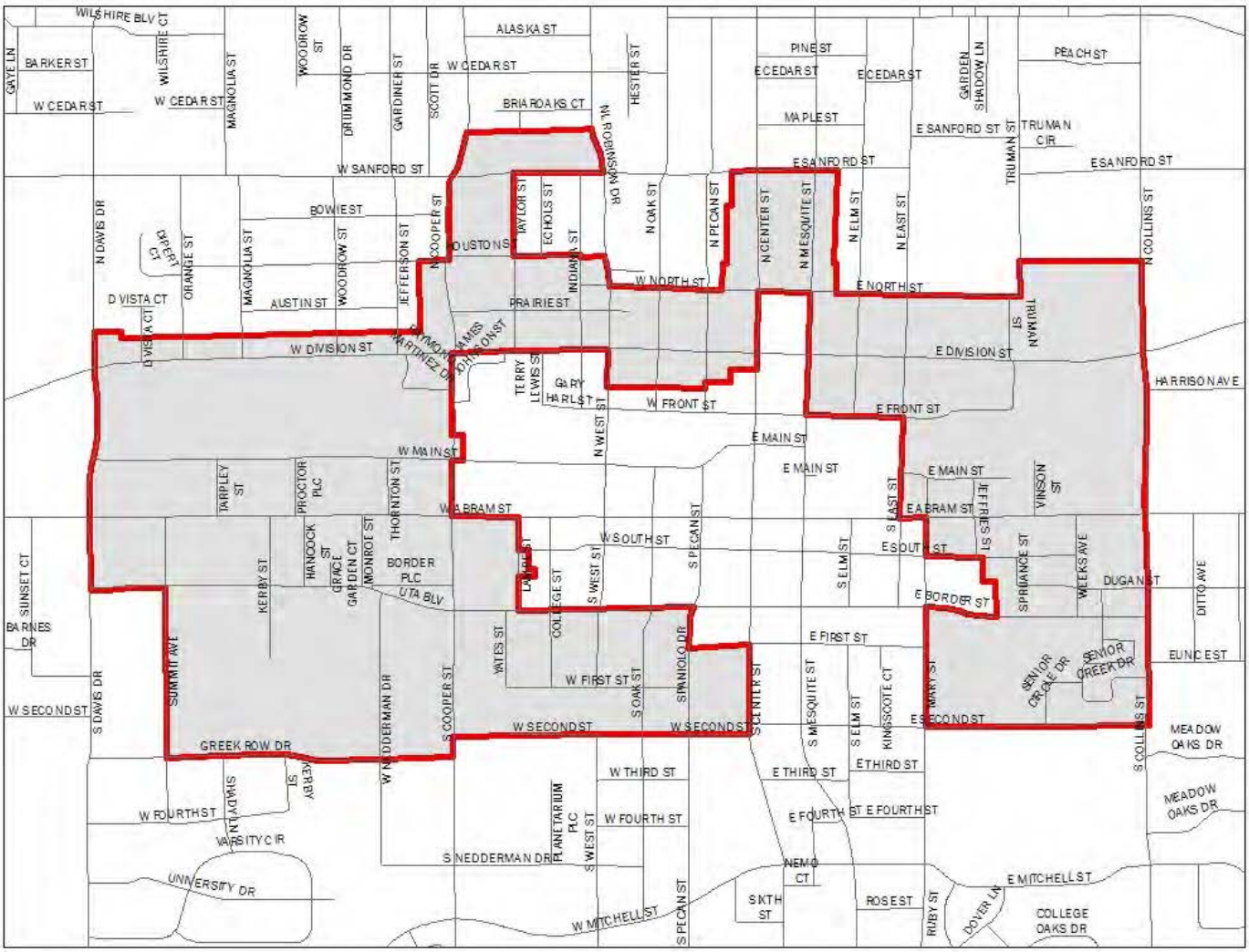
A. Purpose

The Downtown Neighborhood Overlay district is intended to protect and enhance the character and function of the downtown business and lodging areas, and to attract new residential development to provide energy and support to the downtown area. Mixed-use projects that encourage pedestrian activity and serve local residents and visitors are preferred. This district will likely attract office buildings; retail, dining, drinking, and lodging establishments; and leisure facilities. Many of these uses are established in older existing downtown buildings that contribute to the downtown character. Design standards are required to ensure that structures in the downtown area exhibit a distinctive, high quality character, and that surrounding neighborhoods are adequately buffered from the more intense development intended in this district.

Figure 2.4.3 Downtown Neighborhood Illustration

B. Density	
Max. dwelling units per acre with one use in a structure. Applicable to districts where residential uses are permitted.	40
Max. dwelling units per acre with more than one use in a structure. Second use must occupy at least 15% of gross floor area of building.	80
C. Lot Dimensions	
Lot area, width, and depth: refer to base zoning district.	
Gross living area per dwelling unit, min. (s.f.)	
MF efficiency	600
MF 1 bedroom	800
MF 2 bedroom	950
D. Setbacks	
Street frontages (ft)	
Minimum	0
Maximum	25
Maximum setback applies to at least 50% of the length of the front building facade. Any portion of the building taller than 50 feet requires an additional 10-foot setback.	
Street rear, min. (ft)	
Public street	10
Private access easement or alley	5
Interior, min. (ft)	
Side and/or rear	0
Adjacent to single family (side and/or rear)	20
E. Building Standards	
Building height	
Minimum (ft)	20
Maximum	12 stories
Lot Coverage, max. (%)	90
F. Notes	
See Article 4 for measurements and exceptions.	

Downtown Neighborhood Overlay Boundary



2.4.4. LAMAR COLLINS MIXED-USE OVERLAY | LCMUO

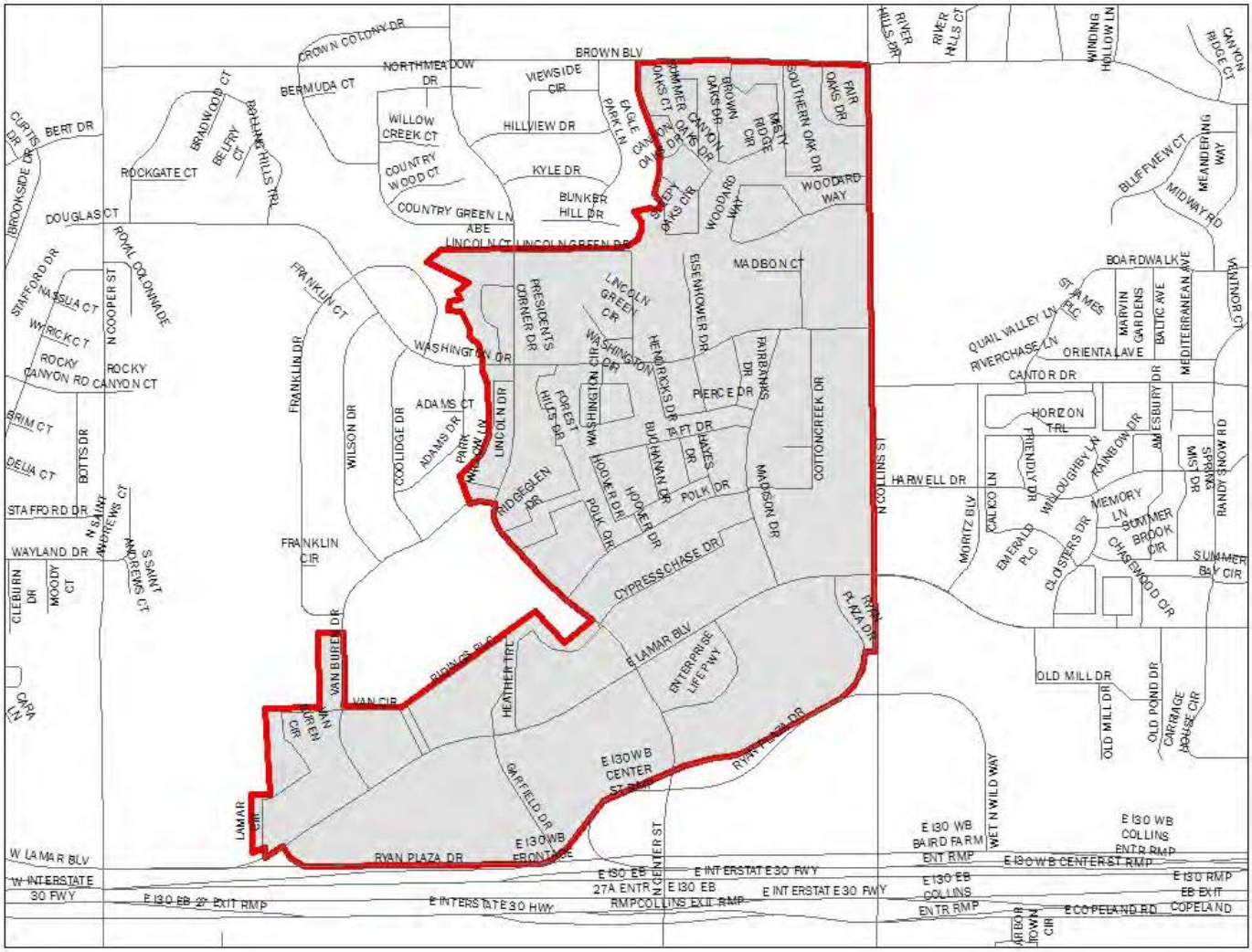
A. Purpose

The Lamar Collins Mixed-Use Overlay is intended to promote high quality, high-density, mixed-use development in this area in north Arlington. New development and redevelopment in the LCMUO district is intended to encourage pedestrian-oriented activities through a complementary mix of land uses and physical design. Accordingly, the development standards are intended to allow enough flexibility for creative building solutions, while being prescriptive in areas necessary to establish consistency.

Figure 2.4.4 Lamar Collins Mixed-Use Illustration

B. Density	
Max. dwelling units per acre with one use in a structure. Applicable to districts where residential uses are permitted.	40
Max. dwelling units per acre with more than one use in a structure. Second use must occupy at least 15% of gross floor area of building.	100
C. Lot Dimensions	
Lot area, width, and depth: refer to base zoning district.	
Gross living area per dwelling unit, min. (s.f.)	
MF efficiency	600
MF 1 bedroom	800
MF 2 bedroom	950
D. Setbacks	
Street frontages (ft)	
Minimum	5
Maximum	15
Interior, min. (ft)	
Side and/or rear	5
Adjacent to single family (side and/or rear)	20
E. Building Standards	
Building height	
Minimum (ft)	20
Maximum	
Adjacent to single family	3 stories
Fronting all other streets	6 stories
Fronting Collins Street	8 stories
Lot Coverage, max. (%)	90
F. Notes	
See Article 4 for measurements and exceptions.	

Lamar Collins Mixed-Use Overlay Boundary



2.4.5. ENTERTAINMENT DISTRICT OVERLAY | EDO

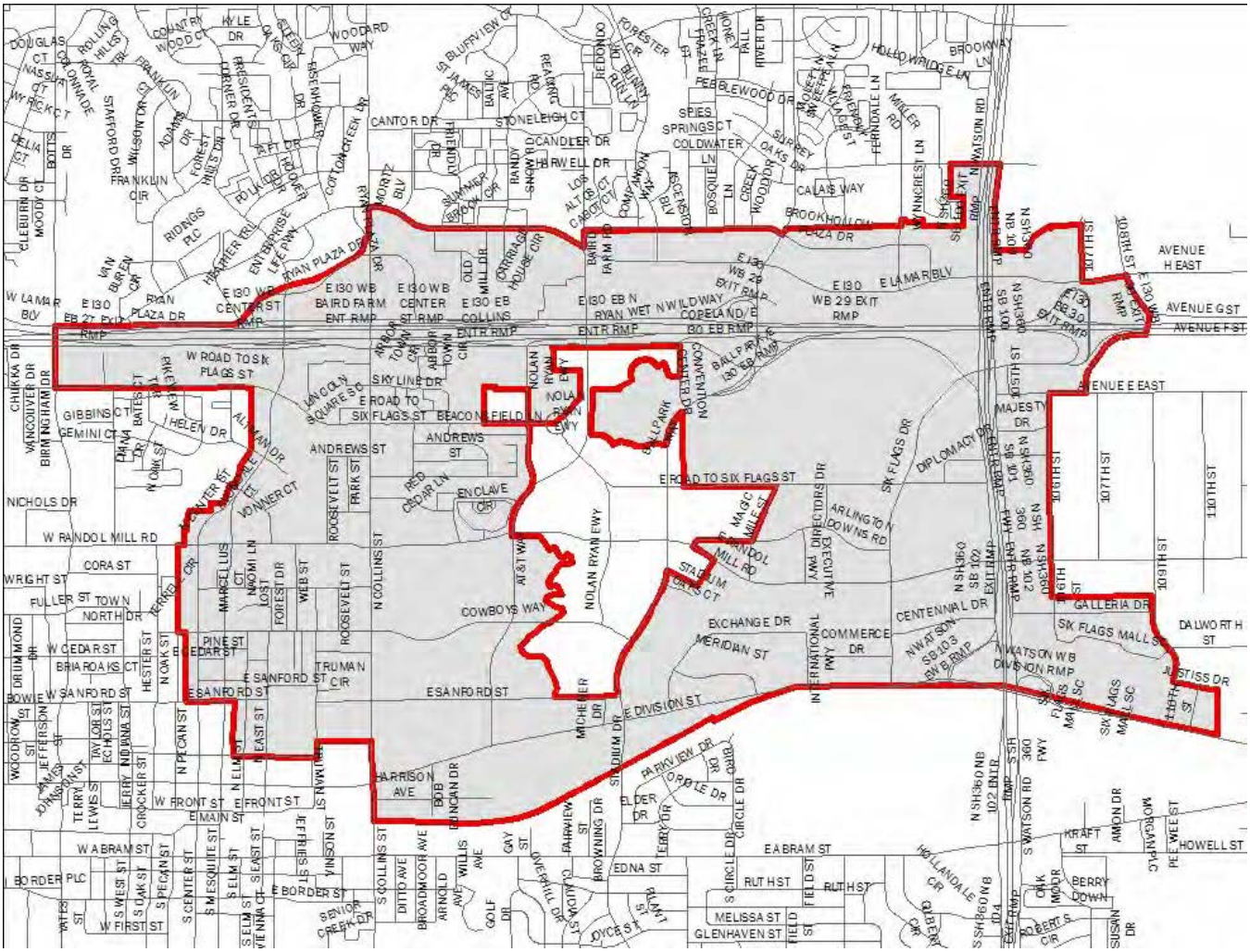
A. Purpose

The Entertainment District Overlay is intended to create an identifiable and exciting character for the 2,700-acre entertainment area in central Arlington. New development and redevelopment in the EDO district is guided by development standards intended to promote a unifying identity for the Entertainment District as a whole through a complementary mix of land uses and physical design. Accordingly, the development standards are intended to allow enough flexibility for creative building solutions, while being prescriptive in areas necessary to establish consistency.

B. Entertainment District Overlay Development Standards

The development standards applicable to the Entertainment District Overlay are located in Section 5.8.1, *Entertainment District Overlay*.

Entertainment District Overlay Boundary



2.4.6. LANDMARK PRESERVATION OVERLAY | LPO

A. Purpose and Intent

The Landmark Preservation Overlay District is intended to provide for the protection, preservation, and enhancement of buildings, structures, sites, and areas of architectural, historical, archaeological, or cultural importance or value. Specifically, this district has the following expressed purposes:

1. To stabilize and improve property values;

2. To encourage neighborhood conservation;

3. To foster civic pride in the beauty and accomplishments of the past;

4. To protect and enhance the city's attraction to tourists and visitors;

5. To strengthen and help diversify the economy of the city; and

6. To promote the use of historical, cultural and architectural landmarks for the education, pleasure, and welfare of the community.

B. Landmark Preservation Overlay District Standards

The standards applicable to development in the LPO district are located in Section 5.8.3, *Landmark Preservation Overlay*.

2.4.7. PLANNED DEVELOPMENT | PD

A. Purpose

The PD district is established to provide an alternative to conventional development, and requires approval under the procedures in Section 10.4.3, *Planned Developments*. This district is intended to accomplish all of the following purposes:

1. To permit greater flexibility for new development or redevelopment projects to best utilize the physical features of the particular site in exchange for greater public benefits than would otherwise be achieved through development under this Code;

2. To ensure that any development impacts that occur through the use of greater flexibility are mitigated to the greatest extent feasible so as not to create adverse impacts on neighboring properties;

3. To encourage the provision and preservation of meaningful open space; and

4. To encourage integrated and unified design and function of the various uses comprising the PD.

B. Review Procedure

The Planned Development review procedure is located in Section 10.4.3, *Planned Developments*.

ARTICLE 3. USE STANDARDS

3.1. TABLES OF ALLOWED USES

3.1.1. PURPOSE

Tables 3.1-1, *Table of Allowed Uses – Residential Districts*; and 3.1-2, *Table of Allowed Uses – Non-Residential and Mixed-Use Districts* below list the uses allowed within all base zoning districts. Accessory and temporary uses are summarized in tables 3.3.4, *Use Tables for Accessory Uses and Structures* and 3.4.3, *Use Tables for Temporary Uses*. All uses are defined in Article 12, *Definitions*. Approval of a use listed in this article, and compliance with the applicable use-specific standards for that use, authorizes that use only. Development or use of a property for any other use not specifically allowed in this article and approved under the appropriate process is prohibited.

3.1.2. EXPLANATION OF TABLE ABBREVIATIONS

A. Permitted By-Right Uses

"P" in a cell indicates that the use is permitted by right in the respective zoning district. Permitted uses are subject to all other applicable regulations of this Code, including the supplemental use standards in this article and the requirements of Article 5, *Design and Development and Design Standards*.

B. Uses Requiring a Specific Use Permit

"S" in a cell indicates that, in the respective zoning district, the use is allowed only if issued a Specific Use Permit, in accordance with the procedures of Section 10.4.6, *Specific Use Permits*. Uses requiring a Specific Use Permit are subject to all other applicable regulations of this Code, including the supplemental use standards in this article and the requirements of this Article 5, *Design and Development Standards*.

C. Prohibited Uses

A blank cell indicates that the use is prohibited in the respective zoning district.

D. Supplemental Use Standards

Regardless of whether a use is allowed by right, or permitted with a Specific Use Permit, there may be supplemental standards that are applicable to the use. The existence of these standards is noted through a cross-reference in the last column of the table. Cross-references refer to Section 3.2, *Supplemental Use Standards,* Section 3.3.6, *Supplemental Accessory Use Standards,* and Section 3.4.5, *Supplemental Temporary Use Standards*. An asterisk [*] in a cell indicates that the use, whether permitted by right or as a special use, is permitted subject to supplemental use standards in that district.

E. Allowed Land Uses in Overlay Districts

Except as otherwise provided by this Code for a specific overlay district:

1. Any land use permitted by right in the applicable underlying base zoning district may be permitted within an overlay district, subject to any supplemental use standards required by this Article and any additional requirements of the specific overlay district.

2. Any land use requiring a Specific Use Permit in the applicable underlying base zoning district is only allowed if a Specific Use Permit is issued for the use.

3. Any land use prohibited in the underlying base zoning district is also prohibited in an overlay district. A specific overlay district may include additional prohibited land uses.

F. Allowed Land Uses in Planned Development Districts

Land uses in a Planned Development district are permitted as follows:

1. If the PD Development Plan references a base zoning district:

a. Any land use permitted by right in the applicable underlying base zoning district, as amended, may be permitted.

b. Any land use requiring a Specific Use Permit in the applicable underlying base zoning district, as amended, is only allowed if a Specific Use Permit is issued for the use.

c. Any land use prohibited in the underlying base zoning district, as amended, is also prohibited in the PD district.

2. The PD district may list the permitted and prohibited uses separately.

3. A combination of the above options.

3.1.3. TABLE ORGANIZATION

In Tables 3.1-1 and 3.1-2, land uses and activities are classified into general "use categories" and specific "use types" based on common functional, product, or physical characteristics, such as the type and amount of activity, the type of customers or residents, how goods or services are sold or delivered, and site conditions. This classification provides a systematic basis for assigning present and future land uses into appropriate zoning districts. This classification does not list every use or activity that may appropriately exist within the categories, and specific uses may be listed in one category when they may reasonably have been listed in one or more other categories. The use categories are intended merely as an indexing tool and are not regulatory.

3.1.4. CLASSIFICATION OF NEW AND UNLISTED USES

The City recognizes that new types of land use will develop and forms of land use not anticipated in this Code may seek to locate in the city. When application is made for a use category or use type that is not specifically listed in the appropriate use table, the Zoning Administrator shall make a determination as to the appropriate classification of any new or unlisted form of land use in the following manner:

A. The Zoning Administrator shall provide an interpretation as to the zoning classification into which such use should be placed. In making such interpretation, the Zoning Administrator shall consider all relevant characteristics of the proposed use, including but not limited to the following:

1. The volume and type of sales, retail, wholesale, etc.;

2. The size and type of items sold and nature of inventory on the premises;

3. Any processing done on the premises, including assembly, manufacturing, warehousing, shipping, distribution;

4. Any dangerous, hazardous, toxic, or explosive materials used in the processing;

5. The nature and location of storage and outdoor display of merchandise, whether enclosed, open, inside or outside the principal building; predominant types of items stored (such as business vehicles, work-in-process, inventory and merchandise, construction materials, scrap and junk, and raw materials including liquids and powders);

6. The type, size, and nature of buildings and structures;

7. The number and density of employees and customers per unit area of site in relation to business hours and employment shifts;

8. Transportation requirements, including the modal split for people and freight, by volume type and characteristic of traffic generation to and from the site;

9. Trip purposes and whether trip purposes can be shared by other use types on the site;

10. Parking requirements, turnover and generation, ratio of the number of spaces required per unit area or activity, and the potential for shared parking with other use types;

11. The amount and nature of any nuisances generated on the premises, including but not limited to noise, smoke, odor, glare, vibration, radiation, and fumes;

12. Any special public utility requirements for serving the proposed use type, including but not limited to water supply, wastewater output, pre-treatment of wastes and emissions required or recommended, and any significant power structures and communications towers or facilities; and

13. The effect on adjacent lands created by the proposed use type, which should not be greater than that of other use types in the zoning district.

B. Standards for new and unlisted uses may be interpreted as those of a similar use.

C. Appeal of the Zoning Administrator's decision shall be made to the Zoning Board of Adjustment following procedures of Section 10.4.7, *Zoning Variances and Appeals*.

D. The Zoning Administrator shall periodically request amendment to this Code to incorporate newly listed uses into this Article 3, *Use Standards*.

3.1.5. TABLE OF ALLOWED USES

A. Residential Districts

Table 3.1-1: Allowed Uses – Residential Districts

*P = Permitted Use S = Specific Use Permit * = Supplemental Use Standards Apply*

		Residential								
Use Category	**Use Type**	**RE**	**RS 20**	**RS 15**	**RS 7.2**	**RS 5**	**RM 12**	**RMF 22**	**VG**	**Supplemental Use Standards**
RESIDENTIAL USES										
Household Living	Dwelling, duplex						P	P		
	Dwelling, live/work						P*	P*		3.2.1.A
	Dwelling, multi-family							P*		3.2.1.A
	Dwelling, single-family detached	P	P	P	P	P	P		P	
	Dwelling, townhouse						P	P		
	HUD-Code manufactured home | Mobile home									
Group Living	Assisted living facility (≤6 residents)	P	P	P	P	P	P	P	P	
	Assisted living facility (≥7 residents)	S	S	S	S	S	S	P	S	
	Boarding house | fraternity or sorority house | private dorm							P*		3.2.1.B
	Community home for disabled persons	P	P	P	P	P	P	P	P	
	Foster family home	P	P	P	P	P	P	P	P	
	Foster group home	P	P	P	P	P	P	P	P	
	Independent senior living facility							P*		3.2.1.B
	Nursing home						P*	P*		3.2.1.B
PUBLIC AND INSTITUTIONAL USES										
Community and Cultural Facilities	Art gallery or museum							P		
	Domestic violence shelter							P		
	Government administration and civic buildings	P	P	P	P	P	P	P	P	
	Philanthropic institution (other than listed)	S	S	S	S	S	S	S	S	
	Religious assembly	P	P	P	P	P	P	P	P	
Educational Facilities	Public or private school	P	P	P	P	P	P	P	P	
Parks and Open Space	Cemetery							S		
	Community garden	P	P	P	P	P	P	P	P	
	Public park or playground	P	P	P	P	P	P	P	P	
COMMERCIAL USES										

Table 3.1-1: Allowed Uses – Residential Districts

P = Permitted Use *S = Specific Use Permit* ** = Supplemental Use Standards Apply*

		Residential								
Use Category	**Use Type**	**RE**	**RS 20**	**RS 15**	**RS 7.2**	**RS 5**	**RM 12**	**RMF 22**	**VG**	**Supplemental Use Standards**
Agriculture	Animal production	P								
	Crop production	P								
Animal-related Services	Stables, commercial	S*							S*	3.2.3.A
Lodging Facilities	Bed and breakfast inn	S*	S	S*	S*	S*	S*	S*	S*	3.2.3.E
Personal Services	Day care center				S	S	S	P		
Recreation and Entertainment, Indoor	Private club, lodge or fraternal organization							S		
Recreation and Entertainment, Outdoor	Country club	S	S	S	S	S	S	S	S	
	Golf course	P	P	P	P	P	P	P	P	
	Marina	S	S	S	S	S	S	S		
Retail (Sales)	Nursery garden shop or plant sales	S*								3.2.3.I
INDUSTRIAL USES										
Transportation	Airport or landing field	S	S	S	S	S	S	S	S	
Utilities	Electric utility substation							P		
	Gas well	S	S	S	S	S	S	S	S	3.2.4.B
	Utility lines, towers or metering station	P	P	P	P	P	P	P	P	
	Telecommunication Facilities Building-mounted antennae and towers	P*	P*	P*	P*	P*	P*	P*	P*	3.2.4.C
	Telecommunication Facilities Towers ≤75 ft Stealth towers ≤100 ft	S*	S*	S*	S*	S*	S*	S*	S*	3.2.4.C
	Telecommunication Facilities Towers >75 ft Stealth towers >100 ft	S*	S*	S*	S*	S*	S*	S*	S*	3.2.4.C

B. Non-Residential and Mixed-Use Districts

Table 3.1-2: Allowed Uses – Non-residential and Mixed-Use Districts

P = Permitted Use *S = Specific Use Permit* ** = Supplemental Use Standards Apply*

		Non-residential and Mixed-Use												
Use Category	**Use Type**	**LO**	**OC**	**NC**	**CC**	**GC**	**HC**	**DB**	**BP**	**LI**	**IM**	**NMU**	**RMU**	**Supplemental Use Standards**
RESIDENTIAL USES														
Household Living	Dwelling, duplex													
	Dwelling, live/work		P*					P*				P*	P*	3.2.1.A
	Dwelling, multi-family							S*				P*	P*	3.2.1.A
	Dwelling, single-family detached													
	Dwelling, townhouse							S				P	P	
	HUD-code manufactured home | Mobile home													
Group Living	Assisted living facility (≤6 residents)							S						
	Assisted living facility (≥7 residents)							S						
	Boarding house | fraternity or sorority house | private dorm							P*						3.2.1.B
	Community home for disabled persons													
	Foster family home													
	Foster group home													
	Halfway house				S					S	S			
	Independent senior living facility							P*				P*	P*	3.2.1.B
	Nursing home				P	P								
PUBLIC AND INSTITUTIONAL USES														
Community and Cultural Facilities	Art gallery or museum	P	P	P	P	P	P	P	P	P	P	P	P	
	Correctional facility										S			
	Domestic violence shelter		P	P	P					P	P			
	Emergency shelter					P				P	P			
	Government administration and civic buildings	P	P	P	P	P	P	P	P	P	P	P	P	
	Mortuary |crematory | funeral chapel				P	P		P		P	P			
	Philanthropic institution (other than listed)	P	P	P	P	P	P	P	P	P	P	P	P	
	Religious assembly	P	P	P	P	P	P	P	P	P	P	P	P	
Educational	Business school		P	P	P	P	P	P	P	P	P	P	P	

Table 3.1-2: Allowed Uses – Non-residential and Mixed-Use Districts

P = Permitted Use *S = Specific Use Permit* ** = Supplemental Use Standards Apply*

		Non-residential and Mixed-Use												
Use Category	**Use Type**	**LO**	**OC**	**NC**	**CC**	**GC**	**HC**	**DB**	**BP**	**LI**	**IM**	**NMU**	**RMU**	**Supplemental Use Standards**
Facilities	Public or private school		P	P	P	P	P	P	P	S	S	P	P	
	Trade school					P		P	P	P	P			
	University | college | seminary		S	S	P	P	P	P	P	P	P	P	P	
Health Care Facilities	Hospital				P	P	P	P	P	P	P		P	
	Hospital, psychiatric				S	S								
	Medical or dental office or clinic	P	P	P	P	P	P	P	P	P	P	P	P	
Parks and Open Space	Cemetery		S	S	P					P	P			
	Community garden	P	P	P	P	P	P	P	P	P	P	P	P	
	Public park or playground	P	P	P	P	P	P	P	P	P	P	P	P	
COMMERCIAL USES														
Agriculture	Animal production										P			
	Crop production				P	P				P	P			
Animal-related Services	Kennel, commercial				P*	P*				P	P			3.2.3.A
	Stables, commercial									P*	P*			3.2.3.A
	Veterinary clinic		P*	P*	P*	P		P*	P*	P	P	P*	P*	3.2.3.A
Auto Sales, Equipment, and Repair	Auto service center					S*	S*			S*	P			3.2.3.B
	Auto repair garage, major									S*	P*			3.2.3.B
	Car wash					S*				P	P			3.2.3.B
	Gasoline sales				P	P	P		S	P	P			3.2.3.B
	Motor vehicle rental				P*	P	P		P	P	P			3.2.3.B
	Motor vehicle sales, new					P	P			P	P			
	Motor vehicle sales, used					S*				S*	P			3.2.3.B
	Parking garage							S				S	S	
Financial Services	Financial services		P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	3.2.3.C
Food and Beverage Services	Bar							P*		P*	P*		P*	3.2.3.D
	Catering service			P	P	P	P	P		P	P		P	
	Restaurant		P	P	P	P	P	P	P	P	P	P	P	
	Restaurant, take-out and delivery only			P	P	P	P	P	P	P	P	P	P	
	Restaurant with drive-through			S	P*	P*	P*	S	P*	P*	P*			3.2.3.D
	Sidewalk cafe		P*	P*	P*	P*	P*	P*	P*			P*	P*	3. 3.6.M
Lodging Facilities	Bed and breakfast inn		S*	S*				P*				P*	P*	3.2.3.E
	Hotel, full service		P*		P*	P*	P*	P*	P*	P*	P*	P*	P*	3.2.3.E

Table 3.1-2: Allowed Uses – Non-residential and Mixed-Use Districts

P = Permitted Use *S = Specific Use Permit* ** = Supplemental Use Standards Apply*

		Non-residential and Mixed-Use												
Use Category	**Use Type**	**LO**	**OC**	**NC**	**CC**	**GC**	**HC**	**DB**	**BP**	**LI**	**IM**	**NMU**	**RMU**	**Supplemental Use Standards**
	Hotel, limited service				S*	S*	S*	S*	S*	S*	S*	S*	S*	3.2.3.E
	Overnight parking facility													3.2.3.E
	Residence hotel				S*	S*	S*	S*	S*	S*	S*	S*	S*	3.2.3.E
	Trailer camp | RV park									P*				3.2.3.E
Office, Business or Professional	Office, business or professional	P	P*	P	P	P	P	P	P*	P	P	P	P	3.2.3.F
	Telemarketing call center		P		P		P		P	P	P			
Personal Services	Bail bond service				S	S	S			P	P			
	Day care center		P	P	P	P	P	P	P	S	S	P	P	
	General personal services (other than listed)		P	P	P	P	P	P	P	P	P	P	P	
	Massage therapy clinic		P	P	P	P	P	P	P	P	P	P	P	
	Tattoo parlor or piercing studio				S	P				P	P			
Recreation and Entertain-ment, Indoor	Banquet hall				S*	S*								3.2.3.G
	Bingo parlor				S*	S*								3.2.3.G
	Billiard parlor				S*	S*								3.2.3.G
	Bowling alley				S*	S*		S*					S*	3.2.3.G
	Game room													
	Gun range (indoor)				S					P	P			
	Nightclub				S*	S*		P*		P*	P*		S*	3.2.3.G
	Private club | lodge | fraternal organization	S	P	P	P	P	P	P	P	P	P	P	P	
	Recreation, indoor (other than listed)				P*	P	P	P*	P				P*	3.2.3.G
	Skating rink				P*	P	P		P				P	3.2.3.G
	Teen club				P*			P*					P*	3.2.3.G
	Theatre, indoor				P*	P	P	P*	P			P*	P*	3.2.3.G
	Wedding chapel				P	P	P	S	P			P	P	
Recreation and Entertain-ment, Outdoor	Country club	P	P	P	P	P	P	P	P	P	P		P	
	Golf course	P	P	P	P	P	P	P	P	P	P		P	
	Gun club, skeet, or target range (outdoor)									S	S			
	Major tourist attraction				P	S	S							
	Recreation, general outdoor (other than listed)				S	S	S	P		P	P			
	Marina		S	S	S					S	S			3.2.3.H
Retail	Boat and accessory sales,					P	S			P	P			

Table 3.1-2: Allowed Uses – Non-residential and Mixed-Use Districts

P = Permitted Use *S = Specific Use Permit* ** = Supplemental Use Standards Apply*

		Non-residential and Mixed-Use												
Use Category	**Use Type**	**LO**	**OC**	**NC**	**CC**	**GC**	**HC**	**DB**	**BP**	**LI**	**IM**	**NMU**	**RMU**	**Supplemental Use Standards**
(Sales)	rental and service													
	Building and landscaping materials and lumber sales				P*	P*	P*			P	P			3.2.3.I
	Farmer's market							S*					S*	3.2.3.I
	General retail store (other than listed)		P	P	P	P	P	P		P	P	P	P	
	Firearm sales			P	P	P	P	P	P	P	P			
	Nursery, garden shop or plant sales				P*	P*	P*	P*		P	P			3.2.3.I
	Open-air vending							P*		P*	P*			3.2.3.I
	Package liquor store					P*				P*	P*			3.2.3.I
	Pawn shop				P	P				P	P			
	Second-hand goods store				P	P	P			P	P			
	Specialty paraphernalia sales				S	S				S	S			
	Swimming pool, spa and accessory sales and service				P	P		P		P	P			3.2.3.I
Sexually Oriented Business	Sexually oriented business									P*	P*			3.2.3.J
INDUSTRIAL USES														
Industrial Service	Building maintenance sales and service									P*	P*			3.2.4.A
	Cleaners, commercial									P	P			
	Food processing				P*	P				P	P			3.2.4.A
	Heavy machinery rental, sales, and service									P	P			
	Medical or scientific research laboratory		P		P	P	P	P	P	P	P			
	Microbrewery | microdistillery | winery					P		S		P	P		P	
	Wrecker service				S*					P	P			3.2.4.A
Manufac-turing	Asphalt or concrete batch plant										S			
	Custom and craft work				P*			P*	P	P	P		P*	3.2.4.B
	Gas well	S	S	S	S	S	S	S	S	S	S	S	S	3.2.4.B
	High-impact use										S			
	Manufacturing, light								P	P	P			
	Manufacturing, heavy										P			
	Salvage yard (indoor)									P	P			

Table 3.1-2: Allowed Uses – Non-residential and Mixed-Use Districts

P = Permitted Use *S = Specific Use Permit* ** = Supplemental Use Standards Apply*

		Non-residential and Mixed-Use												
Use Category	**Use Type**	**LO**	**OC**	**NC**	**CC**	**GC**	**HC**	**DB**	**BP**	**LI**	**IM**	**NMU**	**RMU**	**Supplemental Use Standards**
	Salvage yard (outdoor)										S*			3.2.4.B
Transporta-tion-related Uses	Airport or landing field					S		S		S	S			
	Heliport							S	S				S	
	Railroad yard, shop, or roundhouse										P			
	Transit passenger terminal				S	P		P		P	P	S	S	
Utilities	Electric generating plant					S		S		S	S			
	Electric utility substation			S	P	P		P		P	P			
	Radio or TV station or studio				P	P		P		P	P		P	
	Utility lines, towers or metering station	P	P	P	P	P	P	P	P	P	P	P	P	
	Utility installation other than listed				S	S		S		P	P			
	Telecommunication Facilities Building-mounted antennae and towers	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	3.2.4.C
	Telecommunication Facilities Towers ≤75 ft Stealth towers ≤100 ft	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	3.2.4.C
	Telecommunication Facilities Towers >75 ft Stealth towers >100 ft	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*	3.2.4.C
Wholesale Distribution and Storage	Cold storage plant									P	P			
	Contractors plant, shop and/or storage yards									P	P			
	Distribution center | warehouse								P	P	P			
	Self-storage facility				S*	S*		S*		P*	P*			3.2.4.D
	Outside storage									P*	P*			3.2.4.D
	Wholesale supply business				P*	P		P		P	P			3.2.4.D

3.2. SUPPLEMENTAL USE STANDARDS

The standards in this section apply as noted in Tables 3.1-1 and 3.1-2.

3.2.1. RESIDENTIAL USES

A. Household Living

1. Dwelling, Live/Work

In the all districts, the residential living portion of the live/work unit is not permitted on the first floor.

2. Dwelling, Multi-family

All multi-family dwellings shall comply with Section 5.5.4*, Standards for Multi-Family Residential Dwellings*.

B. Group Living

1. Boarding | Fraternity or Sorority House | Private Dorm

In all districts, the minimum lot area shall be 6,000 square feet for the first five occupants of the building's designated occupancy and 900 square feet for each additional residential occupant.

2. Independent Senior Living Facility

In all districts:

a. All independent senior living facilities shall comply with Section 5.5.4, *Standards for Multi-Family Residential Dwellings*, except where specified below.

b. Dwelling units shall be in accordance with the Table 3.2-1. No dwelling unit shall contain more than two bedrooms.

Table 3.2-1: Dwelling Unit Size

Number of Bedrooms	Gross living area min.
Studio	475 sf
1 bedroom	525 sf
2 bedrooms	725 sf

c. Indoor common or recreational areas shall be provided at a ratio of 100 square feet of gross floor area per dwelling unit. Such areas may include common living/seating rooms, dining room, library, game room, exercise room, dance floor, arts and crafts room, music room, and other indoor recreational facilities.

d. In addition to dwelling units for occupants of the facility, a senior living facility may include special facilities and services for its residents such as cafeterias, dining rooms, housekeeping services, laundry services, transportation services, swimming pools, greenhouses, and other outdoor recreational facilities.

3. Nursing Home

In the residential and mixed-use districts, nursing homes shall comply with the residential density requirements of the district in which they are located. If not designated in separate dwelling units, each 2.5 persons of the designated occupancy shall be deemed a dwelling unit for the purpose of calculating density.

3.2.2. PUBLIC AND INSTITUTIONAL USES

[RESERVED]

3.2.3. COMMERCIAL USES

A. Animal-Related Services

Provisions of the "Animals" Chapter of the Code of the City of Arlington may also be applicable to these uses.

1. Kennel, Commercial

In the CC and GC districts, outside runs are not permitted.

2. Stables, Commercial

In all districts, this use shall meet the spacing requirements of the "Animals" chapter of the Code of the City of Arlington.

3. Veterinary Clinic

a. In all districts except GC, LI, and IM:

(i) Outside boarding is not permitted.

(ii) Commercial breeding is not permitted.

(iii) Uses shall be entirely enclosed, properly ventilated, and provide sound barriers (when attached to other tenants) and odor protection to adjacent properties and users within the same development.

b. In the OC and NC districts:

(i) No single space in an existing tenant building shall exceed 5,000 feet.

(ii) Rooms containing cages or enclosures are not permitted to have windows, doors, or other penetrations on exterior walls.

B. Auto Sales, Equipment, and Repair

1. Auto Service Center

a. In the GC, HC, and LI districts:

(i) Spray painting or bodywork is not allowed. Dismantling, remanufacturing, and rebuilding are not allowed.

(ii) Outside storage or display of products is not allowed.

(iii) Repair or installation work must be conducted inside a building.

b. In the HC district, the following additional standards apply:

(i) Service bays shall not face a public street. Service bays that face a residential zoning district shall be screened in accordance to the standards for a Level 3 screening and buffering area described in Section 5.3.1 *Residential Screening and Buffering.*

c. In the GC district:

(i) Service bays shall not face a public street. Service bays that face a residential zoning district shall be screened in accordance to the standards for a Level 3 screening and buffering area described in Section 5.3.1 *Residential Screening and Buffering.*

(ii) For existing "Motor Vehicle Sales, Used", "Auto Service Center", and "Car Wash" uses legally operating on January 7, 2014, and located in buildings or lease spaces, the use may be changed to another nonconforming "Motor Vehicle Sales, Used", "Auto Service Center", or "Car Wash" in the existing buildings or lease spaces and an SUP shall not be required and Zoning Board of Adjustment approval is not required.

d. In the LI district:

(i) For new "auto service center" or "auto repair garage, major" uses in existing or new buildings, the use is permitted by right in existing or new buildings, lease spaces, and associated parking areas that are 200 feet or greater in distance from the right-of-way line of a freeway, arterial, collector, or local street, and permitted by Specific Use Permit in buildings, lease spaces, and associated parking areas within 200 feet from the right-of-way line of a freeway, arterial, collector, or local street.

(ii) For existing auto service or repair uses legally operating on January 7, 2014, and located in buildings or lease space within 150-foot from the right-of-way line of a freeway, arterial, collector, or local street, the use may be changed to another nonconforming "auto service center" or "auto repair garage, major" use in the existing buildings or lease spaces provided the change in use is equal to or a decrease in the intensity of the existing use. For the purposes of this condition, the order of the uses from most intense to least intense is: "auto repair garage, major" and "auto service center". In buildings or lease spaces greater than 150 feet from the right-of-way line of a freeway, arterial, collector, or local street, an existing auto service or repair use legally operating on January 7, 2014, may be changed to another nonconforming "auto service center" or "auto repair garage, major" use in the existing buildings or lease space.

2. Auto Repair Garage, Major

a. In all districts:

(i) Outside storage or display of products is not allowed.

(ii) Repair or installation work must be conducted inside a building.

b. In the LI district:

(i) Service bays shall not face a public street. Service bays that face a residential zoning district shall be screened in accordance to the standards for a Level 3 screening and buffering area described in Section 5.3.1 *Residential Screening and Buffering.*

(ii) See Section 3.2.3.B.1.d for additional conditions applicable to the LI district.

3. Car Wash

In the GC district:

a. Wash bays and vacuum bays facing a public street or a residential zoning district shall be screened in accordance to the standards for a Level 3 screening and buffering area described in Section 5.3.1 *Residential Screening and Buffering*.

b. For existing "Motor Vehicle Sales, Used", "Auto Service Center", and "Car Wash" uses legally operating on January 7, 2014, and located in buildings or lease spaces, the use may be changed to another nonconforming "Motor Vehicle Sales, Used", "Auto Service Center", or "Car Wash" in the existing buildings or lease spaces and an SUP shall not be required and Zoning Board of Adjustment approval is not required.

4. Motor Vehicle Rental

In the CC district:

a. The types of vehicles for rent shall be limited to passenger cars and/or 3/4 ton pick-up trucks.

b. No more than 20 parking spaces shall be reserved for rental vehicles.

c. Service bays facing a public street or a residential zoning district shall be screened to a height of at least eight feet as viewed from the facing public street or facing residential property line.

5. Motor Vehicle Sales, Used

a. In the GC district, for existing "Motor Vehicle Sales, Used", "Auto Service Center", and "Car Wash" uses legally operating on January 7, 2014, and located in buildings or lease spaces, the use may be changed to another nonconforming "Motor Vehicle Sales, Used", "Auto Service Center", or "Car Wash" in the existing buildings or lease spaces and an SUP shall not be required and Zoning Board of Adjustment approval is not required.

b. In the GC, LI, and IM districts, "Motor Vehicle Sales, Used" uses 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.

C. Financial Services

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

D. Food and Beverage Services

1. Bar

In the DB and RMU districts:

a. No entrance or exit (other than an exit used only for emergencies) shall be located within 500 feet of an RE, RS-20, RS-15, RS-7.2, RS-5, or RM-12 district. The measurement shall be taken in straight lines along building faces from the nearest point of the door to the residential district to the nearest boundary of said district.

b. Access to the lot on which the use is located must be from an arterial or major collector street as identified in the Thoroughfare Development Plan.

2. Restaurant with drive-through

a. In all districts, stacking lanes for drive-through service windows shall be screened as required in Section 5.4.6, *Drive Through Vehicle Stacking and Noise Reduction Standards*.

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

E. Lodging Facilities

1. Bed and Breakfast Inn

a. In all districts:

(i) In the DB, NMU, and RMU districts, the number of guest rooms is limited to 12. In all other districts, the number of guest rooms is limited to six.

(ii) Cooking facilities in guest rooms are not allowed.

(iii) Individual guest occupancy is limited to no more than one month in any three-month period.

2. Hotels (Full Service, Limited Service, Residence)

In all districts, the general standards in subsection 2.a. below apply to full service hotels, limited service hotels, and residence hotels. Additional standards for each hotel type are provided following the general standards in subsections 2.b., 2.c., and 2.d.

a. General Design Standards for All Hotels

(i) Entry Features

(1) Special care shall be taken to enhance the site entry by providing front yard paving and landscaping that interfaces with the streetscape and sidewalk condition.

(2) All public entrances shall incorporate arcades, roofs, alcoves, porticos, and awnings that protect pedestrians from the sun and weather. This requirement shall not apply to loading areas.

(3) Primary building entrances are to be defined and treated as a signature element of the building and articulated with

architectural elements such as pediments, columns, porticos, and overhangs.

(4) A porte-cochere or other covered area shall be provided immediately adjacent to the building entrance nearest the registration desk, with an area for temporary parking of at least two vehicles underneath the covered area for guests checking in and out.

(5) Full Service and Limited Service Hotels shall provide at least one additional design element such as, but not limited to, a water feature, sculpture, or public art at the building entrance. Any such design element shall be designed in proportion to the primary building entrance.

(ii) Site Design

(1) All landscaping shall be provided in accordance with Section 5.2, *Landscaping*.

(2) All outside equipment such as air conditioners, pool equipment, satellite dishes, etc., shall be screened from view by a masonry screening wall and landscaping. Individual portable window-mounted air conditioning units are prohibited.

(3) Residence Hotels. Residence Hotel must provide a minimum of 1,000 square feet of open space, which can include a children's play area, a landscaped area with seating, sports courts and fields or other open space amenities. Landscape setback areas may not be counted towards the open space requirement.

(4) Hotels shall conform to Crime Prevention Through Environmental Design (CPTED) principles and provide good visibility in all public areas, open space areas, and driveway entrances from public streets, driveway intersections, and parking lots. Lighting, for example, shall be used to create safe and secure public areas while illuminating only those areas for which lighting is designed, and shall be designed to reduce glare and not affect adjacent uses.

(5) Parking Lot Lighting. Parking lots shall have exterior lighting in all publicly accessible areas without needlessly lighting adjacent properties or developments. All lighting shall be controlled by a photocell or seasonally-adjusted timer switch. Lighting fixtures that have been identified as non-operable shall be repaired to an operable state within 72 hours.

(6) In order to reduce urban storm water runoff, the City encourages the following strategies to promote the use of pervious surface parking construction (interlocking grass pavers) for all surface parking lots:

(a) Additional parking spots over the required number may be surfaced with pervious material.

(b) In addition, all surface parking lots may have all center rows (face-to-face parking rows) surfaced with a permeable material between the wheel stops or the curb, a minimum width of six feet. Center rows shall be landscaped to serve as bio-retention areas. Curbs for permeable center row medians shall not be required in order to allow sheet flow from impervious areas. If curbs are not provided, wheels stops shall be required for each space.

b. Additional Standards for Full Service Hotels

(i) Building Design

(1) Access to guest rooms shall be restricted exclusively to interior corridors, which shall be accessed via the main lobby of the building or entryways individually equipped with some form of security controlled access system.

(2) The hotel shall install and maintain, in proper operating order, surveillance cameras in each interior hallway and lobby/lounge area, in the parking lots, and at each exterior door. The cameras shall be placed to provide visibility to the front and rear exteriors of the building. Monitors shall be provided for security and other hotel personnel so that on-site activities may be viewed at all times. Surveillance cameras shall be in operation 24 hours a day and records of images recorded shall be kept a minimum of 30 days.

(ii) Interior Design

The following shall be provided:

(1) A minimum of 200 guest rooms with a minimum guest room size of 350 square feet.

(a) A 10% reduction in the number of guest rooms may be approved if the average size of the guest rooms is at least 450 square feet; or

(b) A 15% reduction in the number of guest rooms may be approved if the average size of the guest rooms is at least 450 square feet and both a full-service spa with salon and a specialty retail shop are provided, both of which are accessible only from the interior of the hotel.

(2) An open and unobstructed lobby area (excluding the work area for hotel employees) that is designed as part of the check-in/check-out area for guests. The lobby shall be a minimum size of five square feet per guest room. The size of the registration counter shall be a minimum of 10 feet in length. Two or more kiosk registration areas may be provided in lieu of the registration counter.

(3) A lounge or waiting area with a minimum size of five square feet per guest room. Atriums or other open space areas (excluding the lobby) may be counted as waiting area if seating is provided.

(4) Conference/meeting spaces that total a minimum of 10,000 square feet. For hotels with 300 guest rooms, the conference/meeting space shall total a minimum of 15,000 square feet, with an additional 50 square feet of space for each guest room over 300.

(5) Recreation facilities including a swimming pool with a minimum surface area of 1,000 square feet, and an exercise room or comparable recreation facilities such as sports courts.

(6) At least one interior restaurant with a full service kitchen, and cooking and service staff offering meals during normal dining hours (breakfast, lunch and dinner). Restaurant(s) shall be open to the public and provide seating for a minimum of 200 guests.

(iii) Guest Services

The following shall be provided:

(1) Daily housekeeping service.

(2) On-site management 24 hours a day to provide check-in/check-out services, custodial and maintenance response, or other guest services.

(3) Room service 24 hours a day.

(4) Concierge service at least 12 hours a day.

(5) A bellman 24 hours a day.

(6) A 24-hour business center featuring personal computers with internet access, facsimile and copy machines as well as photo copying and administrative services. Business centers shall be a minimum of 200 square feet with access provided via guest room key.

(7) Other guest services that may be provided include, but are not limited to:

(a) Shuttle service

(b) High-speed internet access in all guest rooms

(c) Cash machine/ATM in the lobby

(d) Safe deposit boxes

(e) Retail/gift shop

(f) Laundry service

(g) Car rental service

(h) Luggage hold

(i) Valet parking

(j) Salon/spa services

(iv) In the NMU, RMU, DN, and EDO districts, the following additional standards apply:

(1) Must provide meeting/conference rooms, with a minimum of 1,000 square feet of conference space.

(2) Must provide recreational facilities including swimming pool, exercise room, or comparable recreation facilities.

(3) Must have an interior restaurant with a full service kitchen offering meals during normal dining hours (breakfast, lunch, and dinner) and seating for a minimum of 50 patrons.

(4) Must have daily housekeeping service.

(5) Must have management on site 24 hours a day.

(6) Access to each room must be gained from a completely enclosed area or from an exterior court that is within a secured area.

c. Additional Standards for Limited Service Hotels (Motels)

(i) Building Design

(1) Access to guest rooms shall be restricted exclusively to interior corridors, which shall be accessed via the main lobby of the building or entryways individually equipped with some form of security controlled access system.

(2) The hotel shall install and maintain, in proper operating order, surveillance cameras in each interior hallway and lobby/lounge area, in the parking lots, and at each exterior door. The cameras shall be placed to provide visibility to the front and rear exteriors of the building. Monitors shall be provided for security and other hotel personnel so that on-site activities may be viewed at all times. Surveillance cameras shall be in operation 24 hours a day and records of images recorded shall be kept a minimum of 30 days.

(ii) Interior Design

The following shall be provided:

(1) A minimum guest room size of 350 square feet.

(2) An open and unobstructed lobby area (excluding the work area for hotel employees) that is designed as part of the check-in/check-out area for guests. The lobby shall be a minimum size of two and a half square feet per guest room.

(3) A lounge or waiting area with a minimum size of two and a half square feet per guest room. Atriums or other open space areas (excluding the lobby) may be counted as waiting area if seating is provided.

(4) Conference/meeting spaces that total a minimum of 5,000 square feet.

(5) Recreation facilities including a swimming pool with a minimum surface area of 700 square feet, and an exercise room or comparable recreation facilities.

(6) An interior restaurant. Seating shall be a minimum of 40 percent of the total number of guest rooms.

(iii) Guest Services

The following shall be provided:

(1) Daily housekeeping service.

(2) On-site management 24 hours a day to provide check-in/check-out services, custodial and maintenance response, or other guest services.

(3) A business center featuring personal computers with internet access, facsimile and copy machines, and is open between 6:00 a.m. and 10:00 p.m. Business centers shall be a minimum of 100 square feet with access provided via guest room key.

(4) Other guest services that may be provided include, but are not limited to:

(a) Shuttle service

(b) High-speed internet access in all guest rooms

(c) Cash machine/ATM in the lobby

(d) Safe deposit boxes

(e) Gift/newsstand

(f) Laundry service

(g) Car rental service

(h) Luggage hold

d. Additional Standards for Residence Hotels

(i) Building Design

(1) Access to guest rooms shall be restricted exclusively to interior corridors, which shall be accessed via the main lobby of the building or entryways individually equipped with some form of security controlled access system.

(2) The hotel shall install and maintain, in proper operating order, surveillance cameras in each interior hallway and lobby area, in the parking lots, and at each exterior door. The cameras shall be placed to provide visibility to the front and rear exteriors of the building. Monitors shall be provided for security and other hotel personnel so that on-site activities may be viewed at all times. Surveillance cameras shall be in operation 24 hours a day and records of images recorded shall be kept a minimum of 30 days.

(ii) Interior Design

The following shall be provided:

(1) A minimum guest room size of 300 square feet. Each room must contain a telephone and a complete kitchen that includes a refrigerator, range top, sink, and cabinets.

(2) An open and unobstructed lobby area (excluding the work area for hotel employees) that is designed as part of the check-in/check-out area for guests. The lobby shall be a minimum size of two and a half square feet per guest room.

(3) A lounge or waiting area with a minimum size of two and a half square feet per guest room. Atriums or other open space areas (excluding the lobby) may be counted as waiting area if seating is provided.

(4) Conference/meeting spaces that total a minimum of 1,000 square feet.

(5) Recreation facilities a minimum of 1,000 square feet that include a swimming pool or exercise equipment room.

(6) An interior restaurant. Seating shall be a minimum of 40 percent of the total number of guest rooms.

(iii) Guest Services

The following shall be provided:

(1) Weekly housekeeping service.

(2) On-site management 24 hours a day to provide check-in/check-out services, custodial and maintenance response, or other guest services.

(3) On-site laundry facilities.

(4) A business center featuring personal computers with internet access, facsimile and copy machines and is open between 6:00 a.m. and 10:00 p.m. Business centers shall be a minimum of 100 square feet with access provided via guest room key.

(5) Other guest services which may be provided include, but are not limited to:

(a) High speed internet in all guest rooms

(b) Cash machine/ATM in the lobby

(c) Safe deposit boxes

(d) Gift/newsstand

(e) Car rental service

(f) Grocery shopping service

3. Overnight Parking Facility

In the EDO district, the following standards shall apply:

a. Overnight parking facilities shall not be used as temporary living quarters for any stay exceeding seven consecutive days for any one event.

b. Each overnight parking facility shall be located within a major sports complex on a site that fronts an arterial street.

c. Before initial occupancy, a zoning site plan showing fire lanes and sanitation facilities reasonably adequate for the overnight parking facility shall be submitted to the Zoning Administrator pursuant to Section 10.4.4, *Zoning Site Plan*.

d. Any person who owns, constructs, alters, extends, promotes or operates an Overnight Parking Facility shall be exempt from (a) permit and license requirements under the "Mobile Homes and Travel Trailers" chapter of the Code of the City of Arlington and (b) permit requirements for mass gatherings under the "Health and Sanitation" chapter of the Code of the City of Arlington.

4. Trailer Camp or RV Park

In the LI district:

a. The camp shall be located on a site that has frontage on a federal or state highway.

b. Prior to the issuance of any building permit for a trailer camp, a site plan shall be approved by the Zoning Administrator.

c. No more than 10 percent of the total fully developed and usable spaces shall be designed for and occupied by manufactured homes for more or less permanent residential occupancy.

d. The minimum lot area per trailer stand shall be 1,500 square feet.

e. The minimum lot width per trailer stand shall be 30 feet.

f. The minimum lot depth per trailer stand shall be 50 feet.

g. The minimum front setback shall be 30 feet from dedicated street right-of-way, and 20 feet from private drives used for access, circulation, or service to the trailer site.

h. The minimum rear setback per trailer shall be 10 feet.

i. The minimum space between trailers shall be 20 feet.

j. The minimum off-street parking required per trailer stand shall be one space per stand.

k. On any side of a trailer camp not directly abutting a dedicated public street, there shall be either a permanent screening device that is not less than six feet in height, or an additional landscaped buffer as required by Section 5.3.1.D, *Required Screening and Buffering*.

F. Office, Business or Professional

1. In the OC and BP districts, office buildings may include areas for customarily incidental retail and personal service uses such as personal household services, restaurants, laboratories, and incidental retail sales, when these uses serve the clients or are incidental to the clients in the office building, and subject to the following standards:

a. The area of any single incidental use in an office building shall not exceed 25 percent of the gross floor area of the building.

b. The aggregate area of all incidental uses in an office building shall not exceed 30 percent of the gross floor area of the building.

c. Sign standards shall apply to primary, secondary, and incidental uses.

G. Recreation and Entertainment, Indoor

1. Banquet Hall, Billiard Parlor, Bingo Parlor, Bowling Alley, Indoor Theater

a. In the CC, GC, NMU, and RMU districts, access to the lot or use must be from an arterial or major collector street as identified on the Thoroughfare Development Plan.

2. Nightclub

a. In the CC, GC, DB, and RMU districts:

(i) No entrance or exit, other than an exit used only for emergencies, shall be located within 500 feet of an RE, RS-20, RS-15, RS-7.2, RS-5, or RM-12 district. The measurement shall be taken in straight lines along building faces from the nearest point of the door to the residential district to the nearest boundary of said district.

(ii) If the use is located in a multi-tenant structure of a unified development, the tenant space shall not exceed 10 percent of the gross square footage of all structures. If the use is located in a separate structure, the gross square footage of the structure shall not exceed 5,000 square feet.

(iii) Access to the lot or use shall be from an arterial or major collector street as identified on the Thoroughfare Development Plan.

(iv) There shall not be other nightclubs or sexually oriented business uses within a 1,000-foot radius of the tenant space. The measurement of the distance between the places of shall be along the property lines of the street fronts and from front door to front door, and in a direct line across intersections.

3. Recreation, Indoor (other than listed)

a. In the CC and DB districts, access to the lot or use must be from an arterial or major collector street, as identified on the Thoroughfare Development Plan.

b. In the RMU district, the maximum square footage shall not exceed 25,000 square feet.

4. Teen Club

a. In all districts:

(i) During operating hours, no less than one uniformed security officer shall be provided on premises to monitor activities both in the club and in the parking lot.

b. In the CC and RMU districts, the following additional standards apply:

(i) No entrance or exit, other than an exit used only for emergencies, shall be located within 500 feet of an RE, RS-20, RS-15, RS-7.2, RS-5, or RM-12 district. The measurement shall be taken in straight lines

along building faces from the nearest point of the door to the residential district to the nearest boundary of said district.

(ii) If the use is located in a multi-tenant structure of a unified development, the tenant space shall not exceed ten percent of the gross square footage of all structures.

(iii) If the use is located in a separate structure, the gross square footage of the structure shall not exceed 5,000 square feet.

(iv) Access to the lot or use shall be from an arterial or major collector street as identified on the Thoroughfare Development Plan.

(v) There shall net be other nightclubs or sexually oriented business uses within a 1,000-foot radius of the tenant space. The measurement of the distance between the places of shall be along the property lines of the street fronts and from front door to front door, and in a direct line across intersections.

H. Recreation and Entertainment, Outdoor

1. Marina

a. The standards in this section apply to marinas in all zoning districts.

b. Location and Configuration:

(i) The City shall have sole discretion in determining when and where to permit marinas on Lake Arlington, how far a marina may extend into the main body of the reservoir, and the total number of slips.

(ii) No marina shall extend into Lake Arlington to such a distance that such would constitute a navigational hazard, a safety hazard, a flood management hindrance, or would occupy more than the following amount of surface area:

(1) No marina, at any time, shall extend such a distance to preclude the maintenance of navigable passage of a cove or arm of the reservoir. The facility shall not be located within 40 feet of the centerline between parallel or converging shorelines.

(2) No structure within a marina shall be constructed so that it can extend to a height of more than 35 feet above the normal surface of the water, as measured at 550 feet elevation.

(iii) Marinas shall be located over property that is owned or leased by the commercial facility owner or operator. The City retains the right to review and approve the provisions of any lease used for the construction, operation, and maintenance of a marina.

(iv) A marina shall not be closer than 20 feet to any property line of the lot or parcel of land on which the facility is located.

c. Trash and Service Facilities:

(i) All trash and service facilities that face parking areas, marina facilities, the waterfront, and adjacent properties shall be screened in accordance to the standards for a Level 3 screening device described in Section 5.3.1 *Residential Screening and Buffering*.

d. Parking:

(i) Marina parking areas shall be located outside the flowage easement.

(ii) Parking areas should accommodate parking space for both single vehicles and vehicles with boat trailers.

I. Retail (Sales)

1. Building and Landscaping Materials and Lumber Sales.

In the CC, GC, and HC districts, a maximum of 40 percent of the lot area may be used for accessory outside storage provided that:

a. Outside storage is not allowed in any portion of the lot between a public street and a line(s) projected from the face(s) of the building to the lot lines.

b. Outside storage shall be screened from view of public streets by a screening device of not less than eight feet in height. Screening of outside storage areas shall be constructed of the same materials as the building facade.

c. Outside storage areas must be screened from view of an adjoining property by a screening device at least eight feet in height, except along adjacent property lines zoned Ll or IM.

d. No materials stored shall be stacked above the top of the screening device.

2. Farmer's Market

In the DB district, permanently roofed structures are required.

3. Nursery, Garden Shop, or Plant Sales

a. In the CC, GC, and HC districts, a maximum of 40 percent of the lot area may be used for accessory outside storage provided that:

(i) Outside storage is not allowed in any portion of the lot between a public street and the face(s) of the building.

(ii) Outside storage shall be screened from view of public streets by a screening device of not less than eight feet in height. Screening of outside storage areas shall be constructed of the same materials as the building facade.

(iii) Outside storage areas must be screened from view of any adjoining property by a screening device at least eight feet in height, except along adjacent property lines zoned LI or IM.

(iv) No materials stored shall be stacked above the top of the screening device.

b. In the RE district, this use is limited to wholesale only.

c. In the DB districts, no outside storage is allowed.

4. Open-Air Vending

a. In all districts, the following standards apply:

(i) A certificate of occupancy shall be issued by the Building Official upon a finding:

(1) That such vending will not endanger the health, safety or general welfare of the public, and specifically, that said vending will not unreasonably increase congestion upon the public roadways in and about said vending location so as to endanger the safety of drivers and pedestrians; and,

(2) That the vendor applicant shall comply with all other ordinances and laws applicable to said commercial activity, and have obtained all other necessary permits.

b. In the DB district, open air vending shall be permitted only during an event within the district or a special community sponsored event that is sponsored by community-based nonprofit entities.

5. Package Liquor Stores

In the GC, LI, and IM districts, 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.

6. Swimming Pool, Spa, and Accessory Sales and Service

a. In all districts, the following standards apply:

(i) Outside storage and display of spas, equipment, or accessories is not allowed in any portion of the lot between a public street and the face(s) of the building.

(ii) Outside storage shall be screened from view of public streets by a screening device of not less than eight feet in height. Screening of outside storage areas shall be constructed of the same materials as the building facade.

(iii) Outside storage areas must be screened from view of any adjoining property by a screening device at least eight feet in height, except along adjacent property lines zoned LI or IM.

(iv) No materials stored shall be stacked above the top of the screening device.

J. Sexually Oriented Business

a. In all districts, the specific standards of the “Sexually Oriented Business” chapter of the Code of the City of Arlington apply.

b. In the LI and IM districts, “Sexually Oriented Business” uses 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.

c. In the DNO district, “Sexually Oriented Business” uses require a Specific Use Permit in the LI base district, and are prohibited in the IM base district.

3.2.4. INDUSTRIAL USES

A. Industrial Service

1. Building Maintenance Sales and Service

In all districts, a maximum of 40 percent of the lot area may be used for accessory outside storage provided that:

a. Outside storage is not allowed in any portion of the lot between a public street and a line(s) projected from the faces) of the building to the lot lines.

b. Outside storage shall be screened from view of public streets by a screening device of not less than eight feet in height. Screening of outside storage within 50 feet of the street on which the building fronts shall be of the same materials as the building facade.

c. Outside storage areas must be screened from view by a screening device at least eight feet in height from any adjoining property, except along adjacent property lines zoned LI or IM.

d. No materials stored shall be stacked above the top of the screening device. Items extending beyond the top of the screening device are permitted provided they are not stacked.

2. Food Processing

In the CC district, no single tenant space in a building shall exceed 5,000 square feet in gross floor area.

3. Wrecker Service

In the CC district:

a. On-premise storage of towed vehicles is not permitted.

b. A maximum of two wreckers may be stored on premise.

B. Manufacturing

1. Custom and Craft Work

a. In the CC and DB districts:

(i) External dust collection systems are not permitted.

(ii) Operation shall be conducted in fully enclosed building.

b. In the RMU district, the maximum square footage of the use shall not exceed 5,000 square feet.

2. Gas Well

In all districts, the specific standards of the "Gas Drilling and Production" chapter of the Code of the City of Arlington apply.

3. Salvage Yards (outdoor)

a. General Standards

(i) All required state permits and/or licenses shall be submitted with the zoning application.

(ii) All outside storage, salvage and/or junk shall be screened from view of public streets by an eight-foot high solid screening device that complies with the following requirements:

(1) All screening devices shall form an opaque, solid barrier, without gaps or openings, except as provided in (3) below;

(2) All screening devices shall be constructed of 100-percent brick, stone, or architecturally-finished reinforced concrete;

(3) Only openings in screening devices that are necessary for reasonable access to the salvage yard shall be permitted, but shall be equipped with a solid gate or door constructed and maintained in accordance with the requirements for screening devices set forth in this section. All openings so permitted shall be closed and securely locked at all times, except for needed access;

(4) All screening devices shall extend downward to within three inches of the ground below, and shall also test plumb and square at all times;

(5) Any painting, staining, coating, covering or other coloring of any screening device shall be of a uniform color;

(6) All screening devices shall be maintained, repaired and/or replaced to ensure compliance with the requirements in this section at all times; and

(7) Outside storage, salvage and /or junk shall not be stacked, accumulated, kept, or otherwise placed above the solid screening device described in this subsection.

(8) A row of evergreen screening trees shall be planted in front of and within 15 feet of the required screening device. These trees should be spaced ten to 15 feet on center. They should be placed no closer than five feet to the street side of the required screening device. The trees should be six to eight feet in height at the time of planting.

(iii) There shall be no outside storage or display of salvage or junk within 50 feet of the right-of-way of any public street; however, this setback may be reduced to 25 feet if:

(1) A row of evergreen screening trees that will attain a height of 40 feet at maturity is planted in front of and within 15 feet of the required screening device. These trees should be spaced 20 to 30 feet on center and should be planted no closer than 5 feet to the street side of the screening device. The trees should be 12 to 14 feet in height at the time of planting.

(iv) Screening shall not be permitted in the floodway. Any screening in the floodplain shall comply with the “Flood Damage Prevention” Chapter of the Code of the City of Arlington. If the location of the

required screening is in the floodplain, screening should be placed elsewhere on the property to achieve the required screening.

C. Utilities

1. Wireless Communication Facilities

The following standards apply in all districts:

a. Purpose and Intent

(i) The purpose of this section is to establish standards regulating the location of telecommunication towers and antennas with the objective of minimizing their number, to protect and promote public safety, and to mitigate any adverse visual impacts on the community while promoting the provision of telecommunications service to the public.

(ii) The regulations contained in this section have been developed under the following general guidelines as provided in the federal Telecommunications Act of 1996:

(1) Cities have local authority over the "placement, construction and modification" of cellular telephone facilities and other personal wireless telecommunication service facilities.

(2) Regulations "shall not unreasonably discriminate among providers of functionally equivalent services."

(3) Regulations "shall not prohibit or have the effect of prohibiting the provision of personal wireless services."

(4) "Denial shall be in writing and supported by substantial evidence."

(5) Cities may not "regulate the placement, construction, and modification of personal wireless service facilities on the basis of environmental or radio frequency emissions to the extent that such facilities comply with the Federal Communication Commission's regulations concerning such emissions."

(iii) Notwithstanding any other provision of this ordinance, telecommunications towers and antennas, when permitted by federal law and the laws of the State of Texas shall be regulated and governed by the requirements in this section.

b. General Provisions

(i) Applicable Federal and State Standards

All telecommunications towers and antennas shall be erected and operated in compliance with current Federal Communication Commission (FCC) and Federal Aviation Administration (FAA) rules and regulations and other applicable federal, state, and local standards.

(ii) Platted Lots

Telecommunications facilities, including towers and related equipment buildings, but exempting co-located facilities, shall be located on a platted lot.

(iii) Technical Assistance

When a rezoning or Specific Use Permit is required to comply with the provisions of this section, and when the technical information provided by the applicant is beyond the technical capacity of City staff to review, the applicant, in addition to the usual application fee, shall reimburse the City for the actual cost to the City for the services of a technical expert to review the application and/or information supplement.

(iv) Pre-application Meetings

Prior to leasing or purchasing facilities, the telecommunications service provider is encouraged to meet with the Zoning Administrator or his/her designee to determine if the location will require a Specific Use Permit or other approvals, and to review the merits of potential locations.

(v) Exemptions

Dish antennae less than two meters in diameter, antennae used exclusively for SCADA (System Control And Data Acquisition) communications in a utility substation or facility, antennae used exclusively as part of a federally licensed amateur radio station, antennae for Citizen's Band (CB) radios, and antennae less than one foot in greatest dimension are exempt from this section.

(vi) Abandoned Antennae or Towers

Any antenna or tower that is not operated for a continuous period of 12 months shall be considered abandoned, and the owner of such antenna or tower shall remove the same within 180 days of receipt of notice from the Zoning Administrator notifying the owner of such abandonment. Failure to remove an abandoned antenna or tower within said 180 days shall be grounds for the City to remove the tower or antenna at the owner's expense.

c. Telecommunications Tower Standards

(i) Structural Standards

Guyed telecommunications towers shall be designed and located such that if the structure should fall it will avoid habitable structures and public streets.

(ii) Co-location

(1) Towers shall be designed and built to accommodate a minimum of two wireless providers, if over 75 feet in height. The owner of the tower must certify to the City that the tower is available for

use by other telecommunications service providers on a reasonable and nondiscriminatory basis.

(2) Applicants seeking to erect a tower greater than 75 feet in height within 3,000 feet of any tower greater than 75 feet in height, shall provide evidence that reasonable efforts were made to lease space on an existing or planned tower or that no existing tower will satisfy the applicant's technological needs.

(iii) Tower Height

(1) The height of a tower, whether freestanding or building-mounted, shall be measured from the base of the tower to the highest point of the tower, including any installed antennae and appurtenances, unless excepted be Section 4.1.7.C, *Height Exceptions for Appurtenances*.

(2) The maximum height for towers is 75 feet plus 25 feet for each co-located installation, or as approved by Specific Use Permit in accordance with Table 3.1-1 or 3.1-2.

(iv) Security Fencing and Building Materials

Security fencing, if installed, shall be by a wrought iron or steel chain link fence with evergreen hedge, or a masonry wall, each not less than six feet in height. The exterior of equipment buildings and/or metal equipment cabinets visible from residential areas or public rights-of-way must have a neutral aggregate finish or be painted to reflect the color and character of adjoining structures or blend with adjacent landscaping and other surroundings.

(v) Location

(1) All telecommunication towers, as well as guys and guy anchors, shall be located within the buildable area of the lot and not within the front, rear, or side setbacks. New telecommunication towers in excess of 200 feet in height shall be set back a minimum of 1,300 feet from the right-of-way of all controlled access federal and state roadways designated as freeways to provide unobstructed flight paths for helicopters.

(2) Except for compatible stealth antennae or stealth towers that effectively camouflage or conceal the presence of telecommunications antennas, telecommunications towers shall not be located on or within 300 feet of property zoned LPO Landmark Preservation Overlay district.

(3) Except as otherwise provided in this Code, all telecommunications towers, including stealth towers, are not allowed in any residential zoning district and must be a minimum of a three-to-one distance to height ratio from a single-family residential district and one-to-one distance to height ratio from a multi-family district.

(4) Any new telecommunications tower in excess of 180 feet in height must be located a minimum of one mile from any existing tower in excess of 180 feet in height.

(vi) Signage

Except as otherwise permitted in this Code, no signage, lettering, symbols, images, or trademarks in excess of 200 square inches shall be placed on or affixed to any part of a telecommunications tower, antenna, antenna array, equipment building, or security fencing other than as required by FCC regulations or other applicable law.

(vii) Lighting

Except as otherwise permitted in this Code, no signals, lights, or illumination of any kind shall be permitted on or directed toward any tower unless required by the FCC, the FAA, or other appropriate public authority.

d. Stealth Telecommunication Towers and Antennae

(i) Stealth telecommunication towers and antennae must be similar in color, scale, and character to adjoining buildings or structures or blend with the landscaping and other surroundings immediately adjacent to them so as to generally avoid the creation of unique visual objects that stand out in the environment.

(ii) Each design for a proposed stealth tower or antenna shall be reviewed by the Zoning Administrator. A proponent of a stealth tower or antenna design shall provide the Zoning Administrator with evidence in the form of construction drawings, photographs, renderings, or other data sufficient for the Zoning Administrator to determine whether the design effectively conceals the tower or antenna. The Zoning Administrator shall disapprove or grant preliminary approval to the design within 30 days of receiving such sufficient data.

(iii) Only one installation may be constructed under a preliminary approval. At completion of the first concealed tower or antenna of a particular design, it shall be reviewed by the Zoning Administrator to confirm that the installation effectively conceals the tower or antenna. If the Zoning Administrator finds that the installation fails to effectively conceal the tower or antenna, that design shall be considered a non-stealth design. The installation constructed under the Zoning Administrator's preliminary approval shall, however, be considered a stealth tower or antenna.

(iv) If the Zoning Administrator finds that the installation effectively conceals the tower or antenna, the Zoning Administrator shall grant final approval to the design and all other towers or antennae of that design shall be considered stealth.

e. Airport Notification and Overlay District

(i) The City's airport manager shall be notified by the owner or developer of any proposed construction of a tower or telecommunication support if it is:

(1) over 200 feet (60 meters) in height above the ground level;

(2) of a greater height than an imaginary surface extending outward at a slope of 100 to one for a horizontal distance of 20,000 feet from the nearest point of the nearest runway of the Arlington Municipal Airport; or

(3) of a greater height than an imaginary surface at a slope of 25 to 1 for a horizontal distance of 5,000 feet from the nearest landing and take-off of any heliport within the city of Arlington.

(ii) The height of a tower shall not exceed any limitations specified in the Airport Overlay District or in any other codes or standards adopted by the City of Arlington that regulate the height of structures and objects including structures or objects of natural growth in the vicinity of the Arlington Municipal Airport.

(iii) The height of a tower shall not exceed the obstruction standards of any Federal law, including but not limited to, the Code of Federal Regulation, Part 77, as applied to the Arlington Municipal Airport, as it may be amended.

f. Antenna Mounting Standards

The purpose of this section is to promote public safety and maintain order and harmony within the city's business, cultural, and residential districts by restricting the size and location of telecommunication antennas. The objective is to avoid the creation of visual distractions, prevent obstructions to the view of pedestrians and motorists on public thoroughfares, and to insure the integrity of supporting structures.

(i) Whip and Panel Antenna Mounting Standards

(1) Telecommunications antennas, including mounting structures, are allowed on existing electric utility poles, light standards, and telecommunication towers in excess of 40 feet in height, provided that the total length of any antenna does not exceed 15 percent of the height of the existing structure. The height of a telecommunications tower is determined by the highest point of any and all components of the structure, including antennas.

(2) Telecommunications antennas and arrays are allowed by right on existing electric transmission towers.

(3) Existing conforming building element structures (excluding towers) in excess of 50 feet in height may, as a matter of right, be rebuilt, if necessary, to support or contain a new antenna, provided that the new structure is the same height and substantially the same in appearance as the structure it replaces.

(4) Panel antennas, which do not extend above the structure, or whip antennas 15 feet or less in height, are permitted on conforming billboard structures.

(5) Building-mounted panel antennas are permitted on non-residential buildings and multifamily dwellings in all zoning districts, provided that they are mounted flush with the exterior of the building and that they do not project above the roof line or more than 30 inches from the surface of the building to which they are attached. The antenna's appearance shall be such that its color blends with the surrounding surface of the building.

(6) Whip antennas are permitted on non-residential buildings and multifamily dwellings in all zoning districts, provided that the total length of said whip antennas, regardless of mounting method or location, does not exceed 15 percent of the existing height of the building.

(7) Only one building/roof mounted antenna support structure, less than 100 square feet in area, is permitted per 5,000 square feet of building floor area.

(ii) Dish Antenna Mounting Standards

(1) Dish antennae shall not be permitted in any front setback area or side yard setback adjacent to any roadway.

(2) Ground-mounted dish antennae in excess of five feet in height shall be screened from roadways and adjacent property by a minimum six-foot high screening fence, evergreen hedge, or masonry wall.

(3) Dish antennae in excess of ten feet in height, in any position, and/or more than three meters in diameter, shall not be more than ten feet above grade and shall not be permitted in any residential zoning district.

(4) Building/roof-mounted dish antennae one meter or less in diameter are permitted in all zoning districts.

(5) Building/roof-mounted dish antennae in excess of two meters in diameter may be permitted on buildings in excess of 100,000 square feet of building floor area in the non-residential districts.

(6) Building/roof-mounted dish antennae in excess of one meter in diameter in residential zoning districts shall be painted to have an appearance that blends with the building on which they are located or be located so that they are not visible from any adjacent roadway.

(7) Building/roof-mounted dish antennae in excess of two meters in diameter in non-residential districts shall be painted or screened with enclosures so as to have an appearance that blends with the building on which they are located or be located so that they are not visible from any adjacent roadway.

(iii) Structural Certification

Prior to the installation of any building/roof mounted telecommunications antenna, antenna array or support structure the Building Official may require an engineer's certification that the structure will support and not be adversely affected by the proposed antenna and associated equipment.

D. Wholesale Distribution and Storage

1. Self-Storage Facility

In the CC, GC, DB, LI, and IM districts, doors into storage units shall be screened from view of public streets and adjacent properties, unless adjacent properties are zoned LI or IM.

2. Outside Storage

In the LI and IM districts:

a. Outside storage areas not screened by an intervening building shall be screened from view from any public street right-of-way by a screening device at least eight feet in height. In addition, outside storage areas must be screened from view of any adjoining property by a screening device at least eight feet in height, except along adjacent property lines zoned LI or IM.

b. No materials stored shall be stacked above the top of the screening device. Items extending beyond the top of the screening device are permitted provided they are not stacked.

c. Outside storage is not permitted in street frontage building setbacks or landscape buffer yards.

3. Wholesale Supply Business

In the CC district, no single tenant space in an existing building shall exceed 10,000 square feet.

3.3. ACCESSORY USES AND STRUCTURES

3.3.1. PURPOSE

This section authorizes the establishment of accessory uses and structures that are incidental and customarily subordinate to principal uses. An accessory use or structure is “incidental and customarily subordinate” to a principal use if it complies with the standards set forth in this section. All principal uses allowed in a zoning district shall be deemed to include those accessory uses, structures, and activities typically associated with the use, unless specifically prohibited in this section. Section 12.3, *Definitions of General Use Categories and Specific Use Types*, identifies typical accessory uses associated with principal uses as part of the principal use definition.

3.3.2. APPROVAL PROCEDURE

A. Generally

Any of the accessory uses identified in this section may be allowed as accessory to an authorized principal use provided that:

1. The proposed accessory use is allowed as a principal or accessory use in the base district or overlay district where proposed; and

2. The proposed accessory use or structure is consistent with the general and specific standards for accessory uses in this subsection.

B. Simultaneously with a Principal Use

Accessory uses or structures may be reviewed as part of review of an associated principal use. In cases where the principal use is subject to a Specific Use Permit, an accessory use may only be authorized in accordance with an approved Specific Use Permit.

C. Subsequent to a Principal Use

1. Unless exempted, a building permit shall be required in cases where an accessory use or structure is proposed subsequent to a principal use.

2. In cases where the principal use is subject to a Specific Use Permit, an accessory use may only be authorized in accordance with the provisions in Section 10.4.6, *Specific Use Permits*.

3.3.3. INTERPRETATION OF UNIDENTIFIED ACCESSORY USES AND STRUCTURES

The Zoning Administrator shall evaluate applications for accessory uses that are not identified in this section on a case-by-case basis, based on the following standards:

A. The definition of "accessory use" in Article 12, *Definitions*, and the general accessory use standards and limitations established in Section 3.3.5;

B. The purpose and intent of the base and overlay districts in which the accessory use is located;

C. Potential adverse effects the accessory use or structure may have on other lots, compared with other accessory uses permitted in the district; and

D. The compatibility of the accessory use with other principal and accessory uses permitted in the district.

3.3.4. USE TABLES FOR ACCESSORY USES AND STRUCTURES

A. Accessory Uses – Residential Districts

Table 3.3-1: Accessory Uses – Residential Districts

P = Permitted Use *S = Specific Use Permit* ** = Supplemental Standards Apply*

Use Type	RE	RS 20	RS 15	RS 7.2	RS 5	RM 12	RMF 22	VG	Use Standards
Accessory building (not listed below)	P*	P*	P*	P*	P*	P*	P*	P*	3.3.6.A
Accessory use (not listed below)	P	P	P	P	P	P	P	P	
Alternative energy system	P*	P*	P*	P*	P*	P*	P*	P*	3.3.6.B
Caretaker's quarters	P*							P	3.3.6.C
Carport	P*	P*	P*	P*	P*			P*	3.3.6.D

Table 3.3-1: Accessory Uses – Residential Districts
P = Permitted Use *S = Specific Use Permit* ** = Supplemental Standards Apply*

Use Type	RE	RS 20	RS 15	RS 7.2	RS 5	RM 12	RMF 22	VG	Use Standards
Community center (private)	S	S	S	S	S	S	P	S	
Garage apartment						P*	P*		3.3.6.F
Garage (private)	P	P	P	P	P	P	P	P	
Home-based business	P*	P*	P*	P*	P*	P*	P*	P*	3.3.6.H
Secondary living unit	P*	P*	P*	S*	S*	P*		P*	3.3.6.L
Swimming pool (private)	P	P	P	P	P	P	P	P	

B. Accessory Uses – Non-Residential and Mixed-Use Districts

Table 3.3-2: Accessory Uses – Non-Residential and Mixed-Use Districts
P = Permitted Use *S = Specific Use Permit* ** = Supplemental Standards Apply*

Use Type	LO	OC	NC	CC	GC	HC	DB	BP	LI	IM	NMU	RMU	Use Standards
Accessory building (not listed below)													
Accessory use (not listed below)	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	3.3.6.A
Alternative energy system	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	3.3.6.B
Caretaker's quarters	P	P	P	P	P	P	P	P	P	P			3.3.6.C
Community center (private)							P				P	P	
Customarily incidental use	P	P	P	P	P	P	P	P	P	P	P	P	3.3.6.E
Electric vehicle charging station	P	P	P	P	P	P	P	P	P	P	P	P	
Garage apartment							P				P	P	3.3.6.F
Garage (private)	P*	P*	P*	P*	P*	P*	P*	P	P	P	P	P	3.3.6.G
Home-based business							P*				P*	P*	3.3.6.H
Outside display and sales			P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	3.3.6.I
Outdoor storage				P*	P*	P*		P*	P*	P*			3.3.6.J
Recycling collection center				S*	S*				P*	P*			3.3.6.K
Sidewalk cafe	P	P	P	P	P	P	P	P	P	P	P	P	3.3.6.M
Swimming pool (private)							P				P	P	
Transit passenger shelter	P	P	P	P	P	P	P	P	P	P	P	P	

3.3.5. GENERAL STANDARDS FOR ALL ACCESSORY USES AND STRUCTURES

All accessory uses and structures shall be subject to the general standards in this section, as well as any applicable supplemental standards in Section 3.3.6, *Supplemental Accessory Use*

Standards and all standards applicable to the associated principal use as set forth in Section 3.2, *Supplemental Use Standards*.

A. Size

All accessory uses and structures shall:

1. Be clearly subordinate in area, extent, and purpose to the principal use or structure; and

2. Not violate the bulk, density, parking, landscaping, or open space standards of this Code when taken together with the principal use or structure.

3. The floor area of any detached accessory structure shall not exceed 50 percent of the floor area of the principal structure. The total combined floor area of all structures shall not exceed the maximum lot coverage for the zoning district in which it is located. The Zoning Administrator may authorize a structure to exceed this percentage if the structure is used as a guest house, or is used for animal production or crop production associated with an agricultural use.

B. Function

All accessory uses and structures shall directly serve the principal use or structure, and be accessory and clearly incidental to the principal use or structure.

C. Timing

Accessory uses and structures shall not be constructed or established prior to the start of construction of the principal use or structure. An accessory structure shall not be used until the construction of the primary structure is complete.

D. Height

Accessory structures shall be limited to a maximum height of 24 feet unless exempted from the height requirements in this Code.

E. Location

1. Accessory uses or structures shall be located on the same lot as the principal use or structure.

2. Accessory structures shall not be located within platted or recorded easements.

3. The Zoning Administrator may authorize an accessory structure on a vacant lot if the structure is used for animal production or crop production associated with an agricultural use, or used in conjunction with a park or community garden.

F. Design Compatibility

1. Except where exempted, all accessory structures shall be designed to be aesthetically compatible with the principal structure. Compatibility shall be measured in terms of building materials, building orientation, building placement, and building mass. Non-enclosed stables, gazebos, greenhouses,

and carports ten feet or less in height with a roofed area of 300 square feet or less are exempted from this compatibility requirement.

2. Applicants for accessory structures not exempted in accordance with this subsection who request exceptions from the design compatibility requirements shall demonstrate screening methods or design features that will be used to minimize any potential adverse effects on neighboring properties.

G. Ownership

Accessory uses or structures shall be owned or operated by the same person as the principal use or structure.

3.3.6. SUPPLEMENTAL ACCESSORY USE STANDARDS

A. Accessory Building

1. Uses

a. In all residential districts, this may be used for hobbies insofar as such activities are an accessory use only and are not offensive by reason of odor, noise, or manner of operation.

b. In all residential districts, accessory buildings cannot be used for commercial or business purposes.

2. Building Design

The standards for exterior materials and appearance of the accessory building are based on the size (area and height) of the structure itself and are set forth in Table 3.3-3, below.

Table 3.3-3: Accessory Building Design Standards

Floor Area/Height		Exterior walls	Roof	Masonry	Foundation
A.	Less than or equal to 200 square feet in floor area				
	(i) less than or equal to 8 feet in wall height	Any approved building material	Any approved roofing material per Building Code	No requirements	No requirements
	(ii) greater than 8 feet in wall height	No metal Any other approved building material	No metal, except standing seam metal (if present on primary structure). Any other approved roofing material	No requirements	No requirements
B.	More than 200 square feet but less than 550 square feet in floor area, regardless of wall height				
		No metal Any other approved building material	No metal, except standing seam metal (if present on primary structure). Any other approved roofing material. Roof pitch shall be compatible with the roof pitch of the primary residence.	No requirements	As required by the Construction Chapter of the Arlington Code of Ordinances
C.	550 square feet or larger in floor area, regardless of wall height				

Table 3.3-3: Accessory Building Design Standards					
Floor Area/Height		Exterior walls	Roof	Masonry	Foundation
		No metal (see masonry column for more details)	No metal, except standing seam metal (if present on primary structure). Any other approved roofing material. Roof pitch shall be compatible with the roof pitch of the primary residence.	Approximately the same masonry coverage as the primary structure	As required by the Construction Chapter of the Arlington Code of Ordinances
		The exterior appearance of an accessory structure shall be architecturally compatible with the primary residence, including but not limited to coordination of architectural style, exterior building materials and colors, roof form and pitch, and window style and placement.			

3. Setbacks and Number of Buildings

a. Front setback

Enclosed accessory structures such as a storage building or storm shelter shall not be located between the front property line and an imaginary building line drawn from each front corner of the main building to the side property line.

b. Side and Rear Setback

An accessory structure shall be located a minimum of five feet from side and rear property lines except as provided below.

(i) A minimum setback of 15 feet is required from the side property line adjacent to a street on a corner or reverse corner lot. The setback may be reduced to ten feet when a side screening fence is installed per Section 5.3.4, *Single-Family Residential Fencing*.

(ii) A minimum setback of 20 feet is required from the rear property line adjacent to an arterial or collector street identified on the Thoroughfare Development Plan. The setback may be reduced to five feet, if the accessory structure is no more than eight feet in wall height and is less than or equal to 200 square feet in area.

c. Number of Accessory Buildings

The maximum number of accessory buildings allowed per lot shall be in accordance with Table 3.3-4.

Table 3.3-4: Number of Accessory Buildings		
Lot Size	Less than 1 acre	1 acre and larger
Number of Buildings, max.	3 buildings	5 buildings

B. Alternative Energy System

Permitted alternative energy systems include solar energy systems, small wind energy systems, geoexchange systems, and geothermal direct heat systems.

1. Solar Energy System Standards

All solar energy systems shall comply with the following requirements:

a. Ground-Mounted System Setbacks, Location, and Height

(i) Ground-mounted solar energy systems shall not be located in the front yard between the principal structure and the public right-of-way.

Figure 3.1 Ground-mounted solar energy system.

(ii) A ground-mounted solar energy systems shall be located a minimum of ten feet from all property lines and other structures.

(iii) A ground-mounted solar energy system is not permitted as a primary use of a property. The size of a ground-mounted solar energy system in any residential district shall not exceed 600 square feet. The size of ground-mounted solar energy systems in non-residential and mixed-use districts shall not exceed one-half of the footprint of the principal structure.

(iv) Ground-mounted solar energy systems shall not exceed 12 feet in height in a residential zone district, or 20 feet in height in a non-residential zone district.

(v) Excluding solar collection panels, their necessary support structure, and conduits, all equipment related to a ground-mounted solar energy system shall comply with Section 5.3.2 *Mechanical and Utility Equipment Screening*.

b. Building-Mounted System Setbacks, Location, and Height

(i) A building-mounted solar energy system shall be located a minimum of six feet from all property lines and other structures, except the structure on which it is mounted.

(ii) Building-mounted solar energy system panels shall be located only on rear- or side-facing elevations as viewed from any adjacent street. The Zoning Administrator may approve an alternate location if the owner demonstrates that, due to solar access limitations, no other location exists where the system can perform effectively.

(iii) A building-mounted solar energy system shall not extend more than the maximum height permitted in the zoning district in which it is located.

(iv) A building-mounted solar energy system may be located on an accessory structure, such as a patio cover or detached garage.

Figure 3.2 Building-mounted solar energy system

(v) Excluding solar collection panels, their necessary support structure, and conduits, all equipment related to a building-mounted solar energy system shall comply with Section 5.3.2 *Mechanical and Utility Equipment Screening*

c. Code Compliance

All solar energy systems shall comply with all applicable building, construction, and electrical codes adopted by the City.

2. Small Wind Energy System Standards

Small wind energy systems may be horizontal axis or vertical axis systems, and shall comply with the following requirements:

a. Residential District Requirements

(i) A maximum of one small wind energy system is permitted per lot or one per acre, whichever is greater.

(ii) The maximum height for a small wind energy system shall not exceed 75 feet measured from the base of the tower to the highest point on the tower. Systems taller than 75 feet shall be subject to the specific use permit process set forth in Section 10.4.6, *Specific Use Permits*.

(iii) Building-mounted small wind energy systems shall not exceed 40 feet in height measured from the base attached to the structure to the highest point on the tower.

(iv) A small wind energy system shall be setback a distance of 1.0 times its total height from:

(1) Any public road right-of-way, unless written permission is granted by the governmental entity with jurisdiction over the road;

(2) Any overhead utility lines, unless written permission is granted by the affected utility; and

(3) All property lines, unless written permission is granted from the affected land owner or neighbor.

b. Non-Residential District Requirements

Multiple small wind energy systems are permitted on any non-residential lot subject to the following requirements:

(i) The maximum height for a small wind energy system shall not exceed 75 feet measured from the base of the tower to the highest point on the tower.

(ii) Building-mounted small wind energy systems shall not exceed 40 feet in height measured from the base attached to the structure to the highest point on the tower.

(iii) Lightpole mounted small wind energy systems shall not exceed 25 feet in height measured from the top of the lightpole to the highest point on the tower.

(iv) A small wind energy system shall be setback a distance of 1.0 times its total height from:

(1) Any public road right-of-way, unless written permission is granted by the governmental entity with jurisdiction over the road;

(2) Any overhead utility lines, unless written permission is granted by the affected utility; and

(3) All property lines, unless written permission is granted from the affected land owner or neighbor.

c. General Standards for Small Wind Energy Systems

(i) Lighting

A small wind energy system shall not be artificially lighted unless such lighting is required by the Federal Aviation Administration. A light temporarily used to inspect a turbine, tower, and associated equipment is permissible, provided said light is only used for inspection purposes and not left on for an extended period.

(ii) Decibel Levels

Decibel levels for a small wind energy system shall not exceed 60 decibels (Dba) as measured at the closest neighboring inhabited dwelling, except during short-term events such as utility outages and severe wind storms.

(iii) Glare

Small wind energy systems shall be sited to prevent shadow flicker or blade glint upon any inhabited structure, except for the owner's, or public roadway.

(iv) Signs

All signs, other than the manufacturer's or installer's identification, appropriate warning signs, or owner identification on a wind generator, tower, building, or other structure associated with a small wind energy system visible from any public road shall be prohibited.

(v) Code Compliance

A small wind energy structure, including the tower, shall comply with all applicable state and City construction and electrical codes.

(vi) Screening

Ground-level mechanical equipment associated with the small wind energy system shall conform to the utility screening standards of Section 5.3.2, *Mechanical and Utility Equipment Screening*.

(vii) Equipment Access

All ground-mounted electrical and control equipment shall be labeled or secured to prevent unauthorized access.

(viii) Other Standards

(1) The structure shall comply with all applicable Federal Aviation Administration requirements, including but not limited to Subpart B (commencing with Section 77.11) of Part 77 of Title 14 of the Code of Federal Regulations regarding installations in excess of 200 feet in height and installations close to airports. The system shall also comply with all Texas aeronautics regulations.

(2) All electrical wires associated with a small wind energy system shall be located underground, except for wires necessary to connect the wind generator to the tower wiring, the tower wiring to the disconnect junction box, and the grounding wires.

(3) A small wind energy system tower shall be designed and installed so that step bolts or a ladder are not readily accessible to the public for a minimum height of 8 feet above the ground.

(4) No part of the system, including guy wire anchors, may be closer than five feet from any property boundary.

(5) Meteorological (Met) towers shall be permitted under the same standards as a small wind energy system.

d. Repair and Removal of Small Wind Energy Systems

The repair and/or removal of small wind energy systems is subject to the following:

(1) Any device found to be unsafe by the Zoning Administrator shall immediately cease operation upon notification, and the device shall be repaired by the owner to meet federal, state, and local safety standards, or be removed within six months. Wind devices that are not operated for a continuous period of 12 months shall be removed by the owner of the device.

(2) When a wind device is removed from a site, all associated and ancillary equipment, batteries, devices, structures or supports for that system shall also be removed. For the purposes of this section, non-operation shall be deemed to include, but shall not be limited to, the blades of the wind device remaining stationary so that wind resources are not being converted into electric or mechanical energy, or the wind device is no longer connected to the public utility electricity distribution system.

3. Geoexchange System Standards

Geoexchange systems shall comply with the following requirements:

a. Closed System

A geoexchange system shall be “closed-loop”, meaning it shall be designed so that it does not remove or introduce any fluid into the ground, groundwater, or any body of water.

b. Loop Configuration

A geoexchange system may be of vertical or horizontal loop configuration so long as it does not penetrate any aquifer. The loop may be placed into a pond or other body of surface water provided that the entire body of water is under the ownership and control of the property owner.

c. Antifreeze

To avoid possible contamination in the event of a system failure, the use of antifreeze is discouraged within a geoexchange system, and shall be limited to glycol or another similar ecologically benign substance.

4. Geothermal Direct Heat System Standards

Geothermal direct heat systems shall comply with the following requirements:

a. Proof of Permits Required

A building permit for a geothermal direct heat system shall not be issued by the City until the applicant submits proof that all required local, regional, state, and federal permits (for drilling of wells, etc.) have been secured.

b. Performance

Heat, vibration, steam, or other emissions from a geothermal direct heat system shall not be detectable on nearby commercial or residential property, nor shall the steam create an impediment to visibility within any airport approach or departure zone.

C. Caretaker's Quarters

1. Caretaker's quarters may be permitted as an accessory use provided the structure:

a. Is oriented towards side or rear yard of the primary structure; and

b. Shall not contain more than one bedroom, more than one kitchen, or more than one bathroom.

2. The owner shall sign and record restrictive covenants limiting use of the accessory dwelling unit prior to the issuance of a building permit.

D. Carports in Required Front Yards

1. Purpose and Applicability

The purpose of this provision is to allow carports to be erected within the required front yard when no other feasible option exists on the qualifying residential lots. Carports in the required front yard shall be limited to lots where the principal structure was originally constructed before January 31, 1984.

2. Approval

Carports may be permitted in required front yards of certain single-family residential lots where the Zoning Administrator determines that the proposed carport:

a. Is in keeping with the existence, location, and design of other carports in the immediate vicinity of the requested carport;

b. Will not cause sight obstructions to motorists on or entering the abutting neighborhood;

c. Will not cause a negative visual impact on the streetscape of the neighborhood;

d. Is compatible with the architectural style of the dwelling and the predominant architectural style of the neighborhood; and

e. There are no recorded and active covenants and/or restrictions that apply to the subject property and/or surrounding neighborhood that would prohibit the proposed carport.

3. Design

Any carport that is permitted to occupy a portion of the required front yard shall comply with the following restrictions:

a. Freestanding carports that are not structurally integrated with the roof of the principal structure shall not exceed 18 inches of separation from the principal structure.

b. Except for the roof, carports shall be painted to match or replicate the color of the trim areas of the principal structure.

c. Carports shall have a pitched roof that matches the existing pitch of the principal structure and that utilizes shingles that substantially match the color of the shingles used on the principal structure. The roof of the carport shall be either a closed gable or hip design. The Zoning Administrator may approve an alternate design to satisfy this requirement.

d. Carports shall have dimensions no greater than 20 feet in length by 20 feet in width for lots with principal structures originally designed with two-car garages, and/or no greater than 10 feet in width for lots with principal structures originally designed with single-car garages.

e. No portion of a carport structure shall be nearer to the side lot lines than the principal structure, or five feet, whichever is the greater distance from the side lot line.

f. The minimum height of a support structure for the carport shall be eight feet. The overall height of the carport shall not exceed the height of the primary structure. All heights shall be measured from the highest ground elevation at the wall of the carport.

g. All sides of a carport that are within the required front yard shall be open and unobstructed, except for support columns, which in total shall not obstruct more than 15 percent of the area of any side.

h. The entire area under a carport shall only be used to park operable and properly licensed vehicles (i.e., cars, pickup trucks, vans, sport utility vehicles, boats, campers, etc.) that are customarily incidental to the residential use of the property. No storage of household belongings or other non-vehicle items are allowed.

i. Carports shall only be permitted when covering an appropriate all-weather driveway surface (i.e. concrete or asphalt) designed for vehicle storage.

E. Customary Incidental Use

In all districts, a customary incidental use shall be determined by the Zoning Administrator.

F. Garage Apartment

In the RM-12, RMF-22, DB, NMU, and RMU districts, an accessory garage apartment shall be counted as a dwelling unit for purposes of calculating density on the site.

G. Garage, Private

1. In the LO, OC, NC, CC, GC, and HC districts:

a. The garage shall be for use by a business owner or manager, and is not intended for customers or storage; and

b. Vehicle storage is limited to not more than five motor vehicles.

2. In the DB, NMU, and RMU districts, the garage shall be for use by a business owner, manager, or customers, and is not intended for general public use.

H. Home-Based Business

A home occupation may be permitted as accessory to any principal dwelling unit in all residential districts, and the DB and RMU districts, subject to the following standards:

1. Location

The home-based business shall be conducted in the house by a resident of the primary dwelling.

2. Size and Area

The business or service located within the dwelling shall not exceed 25 percent of the floor area of the house. Activities are limited to the living portion of a house or its attached garage. Accessory buildings or detached structures cannot be used in conjunction with a home-based business.

3. Employees and Residency

The principal person(s) providing the business or service shall reside in the dwelling on the premises. Only one additional employee, other than the resident(s) of the primary dwelling unit, is permitted at the home-based business at any one time.

4. Neighborhood Compatibility

a. The home-based business shall cause no change in the external appearance of the existing buildings and structures on the property.

b. All vehicles used in connection with the home-based business shall be of a size, and located on the premises in such a manner, so that a casual observer or a person of normal sensibilities will not be able to detect any sign of the premises being used as a home occupation. No vehicle larger than one ton shall be kept on the premises.

c. Parking of vehicles to accommodate off-site employees or permitted customers shall be limited to the driveway of such premises or along the curb immediately adjacent to such premises.

d. There shall be no advertising devices on the property or other signs of the home-based business that are visible from off the premises, other than advertising located on vehicles in accordance with Article 7, *Sign Standards*.

e. The property shall contain no outdoor display of goods or services that are associated with the home occupation. Outside storage is prohibited. For the purpose of this section, the parking of one trailer in a driveway or along the street curb is not considered outside storage.

f. Wholesale or retail sales of goods shall not occur on the premises.

g. The home-based business shall not create traffic or parking congestion, noise, vibration, odor, glare, fumes, or electrical or communications interference that can be detected by the normal senses off the premises, including visual or audible interference with radio or television reception. All home based businesses are subject to the "Nuisance", "Fire Prevention", "Animals", and other applicable chapters of the Code of the City of Arlington.

5. Prohibited Home-based Businesses

The following uses, because of their effects on the surrounding residential area, shall not be permitted as home-based businesses: auto repair or motorized implement repair; dance, music or other types of tutoring instruction where more than four students are being instructed at one time; dental offices; medical offices; the painting of vehicles, trailers or boats; private schools with organized classes; motor vehicle towing operation; barber or beauty shops having more than one chair; welding shops; nursing homes; bed and breakfast and other such transient lodging; or any other home-based business that, in the sole opinion of the Zoning Administrator, will have negative effects on the neighborhood.

6. Incidental Use Subject to Termination

A home-based business is permitted as an incidental use and is secondary to the use of a dwelling. As such, the City Council may amend this ordinance at any time to terminate any or all home-based business uses without creating nonconforming rights to the continuance of a home based business.

7. Annual Registration

No residence shall be allowed to operate a home-based business until the Building Official or a designee has issued an annual Registration Certificate. The issuance of a Certificate requires that an applicant affirm knowledge of, and intent to comply with all ordinances applicable to home based businesses. The Building Official, or a designee, shall establish that the proposed use is allowable under the terms of the ordinance. The issuance of a Certificate shall not authorize any violations of the Code of the City of Arlington. Violations may result in the revocation or non-renewal of Certificates thereby terminating the home based business.

I. Outside Display and Sales

1. In all districts:

a. The use is not permitted within street frontage building setbacks or any landscape buffer yard required by Section 5.2, *Landscaping*.

b. Limited to no more than five percent of building area containing the main use.

c. Outside display of finished products for a time period exceeding one day may be permitted by the Zoning Administrator where, in addition to 1.a and 1.b:

(i) The products are screened pursuant to Section 5.3, *Screening, Buffering, and Fences*;

(ii) The display is limited to the minimum number of units necessary to demonstrate the use of a product;

(iii) The display is not located within any required side or rear setback; and

(iv) The display does not pose any threat to public health or welfare and does not violate any City or state law related to public health or welfare.

J. Outside Storage

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

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

b. Outside storage areas not screened by an intervening building shall be screened from view of any public street right-of-way by a screening device at least eight feet in height. In addition, outside storage areas must be screened from view of any adjoining property by a screening device at least eight feet in height, except along adjacent property lines zoned LI or IM.

c. No materials stored shall be stacked above the top of the screening device. Items extending beyond the top of the screening device are permitted provided they are not stacked.

2. In the BP, LI, and IM districts, except as permitted for building and landscape material and lumber sales, building maintenance sales and service, nursery, garden shop and plant sales:

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

b. Outside storage areas not screened by an intervening building shall be screened from view of any public street right-of-way by a screening device at least eight feet in height. In addition, outside storage areas must be screened from view of any adjoining property by a screening device at least eight feet in height, except along adjacent property lines zoned LI or IM.

c. No materials stored shall be stacked above the top of the screening device. Items extending beyond the top of the screening device are permitted provided they are not stacked.

d. Building and landscape material and lumber sales, nursery, garden shop, or plant sales are exempt from these requirements.

3. In the CC, GC, HC, BP, LI, and IM districts, the use is limited to no more than five percent of the lot area containing the main use.

K. Recycling Collection Center

1. In the CC and GC districts, can banks existing on June 28, 1995, are exempt from these requirements, but remain under any conditions approved with the original Special Exception.

2. In the LI and IM districts:

a. A collection center located on a parking lot may not occupy required off-street parking spaces. A collection center must be arranged so as to not impede free traffic flow.

b. The owner of the property and the owner and operator of the collection center shall:

(i) Remove products stored at the collection center at least once a week;

(ii) Keep the collection center in proper repair and maintain a neat and clean appearance on the exterior of the center;

(iii) Keep the building site clean and in a neat appearance and shall dispose of cans and other litter from the building site where the collection center is located.

c. In the CC district:

(i) This use may only be located on a parking lot in an enclosed trailer less than 50 feet in length, or in an automatic collection machine, and on the premises of a retail store as an accessory use.

(ii) A collection center in a vehicle may only be placed on a parking lot of a building site containing 50,000 square feet or more of floor

area. A collection machine may be placed on the floor area, or on the parking lot of a building site containing a retail store with 20,000 square feet or more of floor area. Not more than one collection center in a vehicle or automatic collection center machine is permitted on a building site.

(iii) A collection center located on a parking lot may not occupy required off-street parking spaces. A collection center must be arranged so as not to impede free traffic flow.

(iv) Receipt of and payment for cans, glass, and paper at a collection center located on a parking lot may take place outside the collection center but at a point no more than 20 feet from the opening of the enclosed vehicle where the products are stored.

(v) The owner of the property and the owner and operator of the collection center shall:

(1) Remove products stored at the collection center at least once a week;

(2) Keep the collection center in proper repair and maintain a neat and clean appearance on the exterior of the center;

(3) Keep the building site clean and in a neat appearance and shall dispose of cans and other litter from the building site where the collection center is located.

L. Secondary Living Unit

In all districts, this use shall be permitted under the following conditions:

1. The structure must meet all standards as applied to the primary structure except the requirement for minimum gross living area, the requirement for a garage or carport, and the off-street parking requirements.

2. The structure must not contain more than one bedroom, more than one kitchen, or more than one bathroom.

M. Sidewalk Cafe

In all districts in which a sidewalk café is allowed, occupancy of a public sidewalk or parkway for a sidewalk café shall be permitted under the following conditions:

1. Use of a public sidewalk is subject to approval of an easement or right-of-way use agreement by the Zoning Administrator

2. The area of occupancy must be abutting and contiguous to the restaurant in which food preparation, sanitation, and related services for the sidewalk cafe will be performed.

3. A sidewalk cafe may not be enclosed by fixed fencing or other structures, unless necessary to comply with requirements to serve alcohol.

4. A sidewalk cafe must be open to the air; however, it may be covered with a canopy.

5. There shall be a six-foot wide unimpeded sidewalk remaining for pedestrian flow from the face of the curb and the area of temporary occupancy.

6. The sidewalk café shall be located a minimum of five feet from driveways and alleys, and ten feet from intersections.

7. All curbs, alleys, sidewalks, and public rights-of-way adjacent to such sidewalk café shall be kept in a clean and orderly condition.

3.4. TEMPORARY USES AND STRUCTURES

3.4.1. PURPOSE

This section allows for the establishment of certain temporary uses of limited duration and special events, provided that such uses comply with the standards in this subsection and are discontinued upon the expiration of a set time period. Temporary uses and special events shall not involve the construction or alteration of any permanent building or structure.

3.4.2. APPROVAL PROCEDURE

Any use listed in this section may be permitted as a temporary use provided:

A. Where indicated on Table 3.4-1 or 3.4-2, the proposed temporary use obtains a Specific Use Permit in accordance with the requirements in Section 10.4.6, *Specific Use Permit*; and

B. The proposed temporary use is consistent with the general and specific standards for temporary uses and structures in this section.

3.4.3. USE TABLES FOR TEMPORARY USES

A. Residential Districts

Table 3.4-1: Temporary Uses – Residential Districts
*P = Permitted Use S = Specific Use Permit * = Supplemental Standards Apply*

Use Type	RE	RS 20	RS 15	RS 7.2	RS 5	RM 12	RMF 22	VG	Use Standards
Construction field office	P*	P*	P*	P*	P*	P*	P*	P*	3.4.5.B
Construction storage yard	P*	P*	P*	P*	P*	P*	P*		3.4.5.C
Real estate sales office	P*	P*	P*	P*	P*	P*	P*	P*	3.4.5.D

B. Non-Residential and Mixed-Use Districts

Table 3.4-2: Temporary Uses – Non-residential and Mixed-Use Districts
*P = Permitted Use S = Specific Use Permit * = Supplemental Standards Apply*

Use Type	LO	OC	NC	CC	GC	HC	DB	BP	LI	IM	NMU	RMU	Use Standards

Carnival, circus or amusement ride				P*	P*	S*	S*	S*	P*	P*	S*	S*	3.4.5.A
Construction field office	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	3.4.5.B
Construction storage yard	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	3.4.5.C
Real estate sales office											P*	P*	3.4.5.D

3.4.4. GENERAL STANDARDS FOR ALL TEMPORARY USES AND STRUCTURES

All temporary uses or structures shall meet the following general requirements, unless otherwise specified in this Code:

A. The temporary use or structure shall not be detrimental to property or improvements in the surrounding area, or to the public health, safety, or general welfare.

B. The temporary use shall comply with all applicable general and specific regulations of this Section 3.4, unless otherwise expressly stated.

C. Permanent alterations to the site are prohibited.

D. All temporary signs associated with the temporary use or structure shall be properly permitted and removed when the activity ends or permit expires, whichever occurs first.

E. The temporary use or structure shall not violate any applicable conditions of approval that apply to a principal use on the site.

F. The temporary use regulations of this section do not exempt the applicant or operator from any other required permits, such as health or building permits.

G. If the property is undeveloped, it shall contain sufficient land area to allow the temporary use or structure to occur, as well as any parking and traffic circulation as required that may be associated with the temporary use, without disturbing sensitive or protected resources, including required buffers, 100-year floodplains, river protection setbacks, and required landscaping. At the conclusion of the temporary use or at expiration of the permit, whichever occurs first, all disturbed areas of the site shall be restored or improved to the condition that existed prior to the use.

H. If the property is developed, the temporary use shall be located in an area that is not actively used by an existing approved principal use, and that would support the proposed temporary use without encroaching or creating a negative impact on existing buffers, open space, landscaping, traffic movements, pedestrian circulation, or parking space availability.

I. Tents and other temporary structures shall be located so as not to interfere with the normal operations of any permanent use located on the property, shall be anchored, and meet the requirements of the Building Official, including fire rating.

J. Off-street parking shall be adequate to accommodate the proposed temporary use.

3.4.5. SUPPLEMENTAL TEMPORARY USE STANDARDS

A. Carnival, Circus, or Amusement Ride

1. In the HC, DB, BP, NMU, and RMU districts:

a. The hours of operation and location shall be subject to approval by the City Council as part of any specific use permit approval.

b. The City Council may approve a specific use permit not to exceed two years. However, the use may not operate more than twice in a 12-month period, nor may operations occur for more than eight consecutive days at a time.

c. A special event/temporary outdoor event permit shall be obtained from the Building Official prior to beginning operations.

2. In the CC, GC, LI, and IM districts:

a. The use may not operate more than twice in a 12-month period

b. The use may not operate for more than eight consecutive days at a time.

c. A special event/temporary outdoor event permit shall be obtained from the Building Official prior to beginning operations.

B. Construction Field Office

1. In the residential districts:

a. This use is limited to on-premise construction purposes associated with the properties within the same platted subdivision.

b. The Zoning Administrator may order the use to be discontinued, and in no event shall such temporary use continue after subdivision construction is 90-percent complete.

2. In the non-residential and mixed-use districts:

a. This use is limited to on-premise construction purposes associated with the properties within the same platted subdivision.

b. The Zoning Administrator may order the use to be discontinued, and in no event shall such temporary use continue 60 days after building construction is 100-percent complete.

C. Construction Storage Yard

1. In the residential districts:

a. This use is limited to on-premise construction purposes associated with the properties within the same platted subdivision.

b. The Zoning Administrator may order the use to be discontinued, and in no event shall such temporary use continue after construction is 90-percent complete.

2. In the non-residential and mixed-use districts:

a. This use is limited to on-premise construction purposes associated with the properties within the same platted subdivision.

b. The Zoning Administrator may order the use to be discontinued, and in no event shall such temporary use continue 60 days after subdivision construction is 100-percent complete.

D. Real Estate Sales Office

In the residential districts:

1. This use may be located in a model home or a portable building within the subdivision.

2. The Zoning Administrator may order the use discontinued, and in no event shall such temporary use continue after subdivision sales are 90-percent complete.

ARTICLE 4. DIMENSIONAL STANDARDS

4.1. MEASUREMENTS AND EXCEPTIONS

4.1.1. DENSITY

A. Gross Density

Gross density is the number of principal dwelling units allowed for each gross acre of land, and is determined by dividing the number of dwelling units on a site by the gross acreage of the site, including dedicated rights-of-way, private streets, and open space set asides, but excluding perimeter right-of-way dedicated for streets. In the determination of the number of principal residential units to be allowed on a specific parcel of land, a fractional unit equal to or greater than one-half of a unit shall be rounded up to equal a full unit. The density calculation does not include secondary residential units.

B. Dwelling Units Allowed

The number of dwelling units allowed on a site is based on the presumption that all other applicable standards of this Code shall be met. The maximum density established for a zoning district is not a guarantee that such densities may be obtained, nor a valid justification for varying or modifying other dimensional or development standards.

4.1.2. LOT AREA

A. Lot area shall mean the total gross lot area unless otherwise indicated.

B. Existing platted lots shall not be made nonconforming by the acquisition of public right-of-way. See Article 11, *Nonconformities*.

C. Transit passenger shelters are exempt from the minimum lot area requirements.

4.1.3. GROSS LIVING AREA

A. The minimum required gross living area for a multifamily dwelling unit is calculated exclusive of breezeways, garages, porches, carports, or balconies.

B. In the RE, RS-20, RS-15, RS-7.2, and RS-5 zoning districts, the Zoning Administrator may reduce the minimum gross living area to 1,000 square feet where a smaller unit size is consistent with existing development in surrounding neighborhoods.

4.1.4. LOT COVERAGE

A. Lot coverage shall mean the percentage of a lot covered by primary and accessory buildings. Paving for parking facilities is not counted when calculating lot coverage.

B. For single-family uses in the RE, RS-20, RS-15, RS-7.2, RS-5, RM-12, VG and PD zoning districts, maximum lot coverage calculations shall not include paving, swimming pools, decks, and uncovered patios unless otherwise indicated.

C. Lots smaller than 7,500 square feet in mixed-use districts shall have minimum building footprint coverage of 60 percent.

4.1.5. MINIMUM LOT WIDTH

A. In addition to the minimum lot width requirements, corner lots for one- or two-family residential uses located in residential districts and PD-zoned property that have a side lot line abutting an arterial street, shall provide an additional 20 feet in lot width to allow appropriate building setbacks from and orientation to all arterial streets.

B. All other corner lots for residential use shall provide an additional ten feet of lot width over the minimum standards.

C. Lots for one- or two-family residential uses located in in residential districts and PD zoned property that have direct access on to a major collector shall have a minimum lot width of 120 feet.

4.1.6. SETBACKS

A. Definitions

1. A street frontage setback is that area extending along any front, side, or rear lot line that is adjacent to a street, private access easement, or alley in which no structure may be built.

2. The side interior building setback is that area extending along the side lot line not adjacent to a street, private access easement, or alley in which no structure may be built.

3. The rear building setback is that area extending across the rear lot line, not adjacent to a street, private access easement, or alley, in which no structure may be built.

B. Platted Building Lines and Setbacks

Setbacks shall conform to the setback requirements of the applicable zone district regardless of previously approved platted building lines or setbacks.

C. Measurement

Setbacks shall be measured from the property lines, except as follows:

1. Street frontage setbacks shall be measured from the right-of-way line as shown on the Thoroughfare Development Plan for arterial and collector streets, as shown in Figure 4.1 below.

2. Street frontage setbacks shall be measured from the existing right-of-way for all non-Thoroughfare Development Plan streets, as shown in Figure 4.1 below.

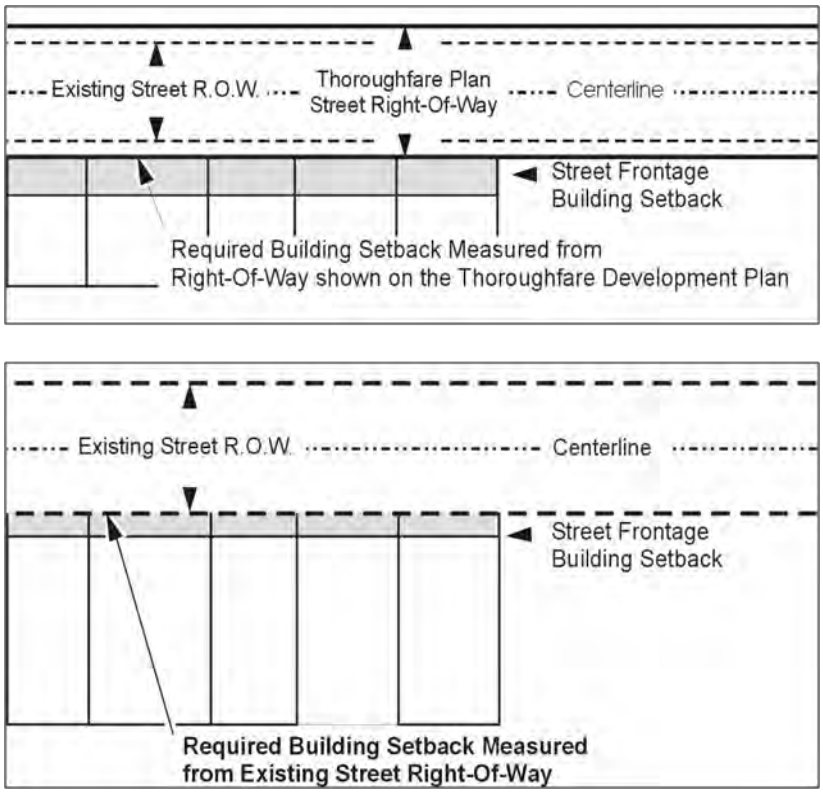


Figure 4.1 Setback measurement at thoroughfare right-of-way

3. Street frontage on private access easements or alleys shall be measured from the closest edge of a private access easement or alley for residential zoning districts.

D. Double-Frontage Lots

Except in the mixed-use zoning districts, street setbacks shall be required on all frontages of double-frontage lots. In the mixed-use zoning districts, the street setback shall be required only in the front yard of the primary structure.

E. Corner Lots

1. For corner lots, only one lot line shall be considered the front lot line. The front setback shall be measured from the front lot line.

2. The Zoning Administrator may determine the front yard to be on the street front that is consistent with the prevailing pattern of front yards on the street in order to maintain compatibility with the established development pattern of the street.

F. Standards

1. Setbacks shall be unoccupied and unobstructed by any building, structure, or portion of a structure from 30 inches above grade upward; provided, however, that fences, non-structural walls, trellises, poles, posts, ornaments, furniture, and other customary yard accessories may be

permitted in any setback subject to height limitations and visibility triangle requirements of this Code.

2. As used in this section, the term "building" includes any structure that by nature of its size, scale, bulk, dimension, or use constitutes a visual obstruction or generates activity similar to that usually associated with a building. Without limiting the generality of the foregoing, the following structures shall be deemed to fall within this description:

a. Gas pumps and overhead canopies or roofs.

b. Fences running along lot boundaries adjacent to public rights-of-way that exceed six feet in height and are substantially opaque.

3. Landscaping that meets or exceeds the requirements in Section 5.2, *Landscaping*, is permitted in any setback or transitional buffer yard.

G. Minimum Setback Reductions

The following setback reductions apply to the minimum setbacks as indicated below:

1. In the RE, RS-20, RS-15, RS-7.2, RS-5, and RM-12 zoning districts, covered front porches and j-swing garages may encroach up to five feet into the 20-foot setback from a local street, private access easement, or alley. This reduction shall not apply to front entry garages.

2. For permitted townhouses and duplexes, the minimum front setback may be reduced to fifteen feet when access is provided by a private access easement at the rear of the structure and the lot fronts a minor collector, local street, or private access easement.

3. The side setback for an attached townhouse may be reduced to zero except for end units, which shall have a minimum side setback of five feet.

4. When a single family or townhouse residence is developed on a double-frontage lot with a major thoroughfare or private access easement as the rear lot line, and a fence is installed as permitted by Section 5.3.4, *Fences*, then the rear setback may be reduced to five feet.

H. Permitted Projections into Required Setbacks

Structures listed in this subsection may project into specified required setbacks. Projections shall not extend or encroach into a public or private easement or right-of-way, nor obscure a required visibility triangle as described in Section 5.3.5, *Visibility Triangles Maintained*.

1. Uncovered Paved Terraces and Patios

Uncovered paved terraces and patios not taller than 12 inches may project into any required setback, provided that no structures placed there shall violate other requirements of this Code.

2. Unroofed Landings, Decks, Stairs, and Balconies

Unroofed landings, decks, and stairs may project into required setbacks not more than 5 feet, provided that no portion other than a handrail shall

extend higher than 30 inches above the finished grade level. Unroofed balconies may project into a required side or rear yard provided that these projections are at least five feet from the property line.

3. Incidental Architectural Features

Cornices, eaves, canopies, sunshades, gutters, chimneys, flues, belt courses, headers, sills, pilasters, lintels, ornamental features, box windows, and other similar architectural features may project not more than two feet into any required yard provided these projections occupy not more than two percent of the required setback area and are at least five feet from the lot line.

4. Roofs Over Porches and Other Exterior Approaches

Roofs over porches, stairways, landings, terraces, or other exterior approaches to pedestrian doorways may encroach up to five feet into a front setback. The covered porch or entrance area encroaching into the setback shall remain exterior to the building and enclosed by no more than a railing.

5. Handicap Ramps

Handicap access ramps may be located within required front, side, and rear setbacks.

6. Fences

Fences as regulated by Section 5.3.4, *Fences*.

7. Parking Facilities

Parking facilities and structures as regulated by Section 5.4, *Off-Street Parking and Loading*.

8. Swimming Pools

The decking around a swimming pool may project into the required side or rear setback, provided the outside wall of the pool is at least five feet from the lot line.

4.1.7. BUILDING HEIGHT

A. Measurement of Primary Structures

The height of a building shall be the vertical distance measured from the average elevation of the finished grade along the front of the building to the highest point of the roof surface of a flat roof; to the deck line of a mansard roof; and to the mean height level between eaves and ridge for a gable, hip, or gambrel roof.

B. Measurement of Accessory Structures

For all accessory structures, the height of a building is measured as the height of the tallest wall.

C. Height Exceptions for Appurtenances

Except as specifically provided elsewhere in this Code, the height limitations contained in this Code do not apply to cupolas, flagpoles, chimneys, antennas,

heating and ventilation equipment, stairwell towers, lightning rods, ground-mounted wind turbines, solar panels, or similar appurtenances; provided, however, the following:

1. The appurtenance does not interfere with Federal Aviation Regulations;

2. The appurtenance does not extend more than five feet above the maximum permitted building height, except for flagpoles, belfries, and antennas that must be of greater height in order to function;

3. The appurtenance is not constructed for the purpose of providing additional floor area in the building;

4. The appurtenance complies with the screening requirements for mechanical equipment and appurtenances in Section 5.3.2,Mechanical and *Utility Equipment Screening*; and

5. The appurtenance is functional.

D. Special Height Limitations in Airport Controlled Area

Building height may be further limited within the APO overlay district.

ARTICLE 5. DESIGN AND DEVELOPMENT STANDARDS

5.1. APPLICABILITY OF THIS ARTICLE

5.1.1. GENERAL APPLICABILITY

Unless excepted under Subsection 5.1.3, *Existing Structures* below, or unless otherwise provided in this article, this article shall apply to the following.

5.1.2. NEW CONSTRUCTION

A. This article shall apply to all new construction.

B. The construction of any new structure on a lot with existing structures shall be considered as new construction and shall comply fully with this article.

5.1.3. EXISTING STRUCTURES

A change in use or external addition to a structure existing as of the effective date of this Code shall require compliance with all or portions of the design and development standards in this article to the maximum extent practicable, based on the following scaled implementation approach. See Section 5.8.1, *Entertainment District Overlay*, for additional applicability standards.

A. External Additions

Any external additions to an existing structure as calculated based on the total area of that structure (and not total area of all structures per lot), shall comply with the following:

1. Addition Less than 10 Percent

If the addition to a structure is less than 10 percent of the size of the entire structure, then the site shall comply with the following standards:

a. The following subsections of Section 5.3, *Screening, Buffering and Fences*, for the entire site:

(i) Subsection 5.3.1, *Residential Screening and Buffering* (if applicable);

(ii) Subsection 5.3.2, *Mechanical and Utility Equipment Screening*; and

(iii) Subsection 5.3.3, *Screening of Service, Loading, and Storage Areas*.

b. If the structure is either non-residential or mixed-use, compliance with the street tree requirements of Section 5.2.2.B, *Perimeter Landscape Setback, Multi-Family and Non-Residential*, as applicable, for the entire frontage along public or private streets.

c. Section 5.4, *Off-Street Parking and Loading,* if the expansion triggers a recalculation of parking requirements (Section 5.4.2.B, *Expansions and Enlargements*).

d. Article 7, *Sign Standards,* if applicable to that addition.

2. Addition Between 10 and 30 Percent

If the addition to a structure is more than 10 percent and less than 30 percent of the size of the entire structure, then the site shall comply with the following standards:

a. Section 5.2.3.E, *Parking Lot Landscaping and Screening*, for the entire site.

b. The following subsections of Section 5.3, *Screening, Buffering, and Fences*, for the entire site:

(i) Subsection 5.3.1, *Residential Screening and Buffering* (if applicable);

(ii) Subsection 5.3.2, *Mechanical and Utility Equipment Screening*; and

(iii) Subsection 5.3.3, *Screening of Service, Loading, and Storage Areas*.

c. Section 5.4, *Off-Street Parking and Loading* if the expansion triggers a recalculation of parking requirements (See Section 5.4.2.B, *Expansions and Enlargements*).

d. If the structure is detached or attached single-family residential, the addition to the structure shall match the character of the existing structure and comply with the exterior finish materials provisions of Section 5.5, *Residential Design Standards*.

e. If the structure is either non-residential or mixed-use, compliance with Section 5.6, *Non-residential Design Standards*, or Section 5.7, *Mixed-Use Design Standards*, as applicable, but only for the following items:

(i) Facade colors for the building, and not just the tenant space;

(ii) Covered entryways for that tenant space; and

(iii) Street tree standards of Section 5.2.2.B, *Perimeter Landscape Setback, Multi-Family and Non-Residential*.

f. Article 7, *Sign Standards,* as pertinent to that tenant space and any site signs.

3. Addition More than 30 Percent

a. If the addition to a structure is 30 percent or more of the size of the entire structure, then the addition and site shall comply with all of the standards in this article.

b. If the structure is detached or attached single family residential, the entire structure, including the addition, shall comply with all standards of Section 5.5, *Residential Design Standards*. Compliance with roof pitch standards is not required when the existing structure has a pitch lower than 6:12.

B. External Damage

Structures damaged to the extent of 50 percent or more of their fair market value shall have all reconstruction or new construction fully comply with the design and development standards of this article.

C. Timeframe for Expansions

Any application to expand buildings or structures shall remain on record with the City. Any subsequent application to expand structures shall be cumulative to any previous request. The total square footage of expansions shall be used by the Zoning Administrator to determine the necessary level of compliance with this article.

D. Removal of Square Footage

For purposes of determining the amount of building square footage added during a redevelopment project, square footage removed from a building shall not be counted toward the overall square footage of the site.

E. Exterior Renovation

Any exterior renovation of a building shall comply with the design and development standards of this article for that renovation. If the renovation is proposed for only a portion of a building, the Zoning Administrator may waive compliance with the design and development standards if that renovation would be inconsistent with the overall design of the existing structure.

5.1.4. EXCEPTIONS

A. General Exceptions

The following are excepted from this article:

1. Development within a Major Sports Complex is excepted from this article but shall comply with applicable provisions related to a major sports complex in the Arlington Code of Ordinances;

2. Development within the Six Flags area (excluding the perimeter of the amusement park and offsite properties) and Hurricane Harbor (excluding the perimeter of the water park and offsite properties);

3. Development, as defined in Article 12, *Definitions*, of this Code, under an approved planned development, provided the existing planned development has specific development and design standards in each of the categories described in this article, e.g., landscaping, screening, building design standards, as determined by the Zoning Administrator. Where the existing planned development is missing development or design standards as provided in this article, this article shall apply pursuant to Section 5.1, *Applicability of this Article*. If a new planned development is established for a particular property following the effective date of this Code, this article shall serve as the baseline for the approval of any development or design standards to be incorporated into the plan.

B. Historic Structures

Building design standards in Sections 5.5, *Residential Design Standards,* 5.6, *Non-residential Design Standards,* and 5.7, *Mixed-Use Design Standards,* shall not apply to the restoration, repair, or expansion of structures that meet any of the following conditions:

1. the structure is located in an LPO overlay; or,

2. the structure is located in a designated historic district; or,

3. the structure has a "high priority" designation in the City's current historic resources survey; or,

4. the structure has any of the following designations or listings: National Register of Historic Places, National Historic Landmark, Recorded Texas Historic Landmark, or State Antiquities Landmark.

5.2. LANDSCAPING

5.2.1. GENERAL PROVISIONS

A. Purpose

The standards of this section are intended to enhance the quality of development through the provision of appropriate landscaping. The landscape regulations serve to safeguard and enhance property values while protecting public and private investment. The regulations encourage the preservation of the existing natural environment to aid in the stabilization of the environment's ecological balance whenever possible, and require property owners to provide landscape amenities, setbacks, and screening that promote a positive image reflecting order, harmony, and pride for new development in the city. A critical component of these regulations is the preservation of trees in Arlington that serve to clean the air, provide shade, reduce the amount of soil runoff due to erosion, and beautify the environment. The results of this effort will be a strengthening of the economic stability of Arlington's business, cultural, and residential areas.

B. General Descriptions of Landscaping Requirements

1. One or more of the three types of landscaping in Section 5.2.2, *Landscaping Required*, may be required for a development depending on the use and zoning district of the property and adjacent properties and the portion of the property involved. These types of landscaping are: (1) residential landscaping; (2) perimeter landscape setbacks; and (3) parking lot landscaping and screening.

2. Each type of required landscaping shall meet the minimum standards of Section 5.2.3, *Tree Preservation and Replacement*, and Section 5.2.4, *Landscaping Design and Materials Requirements*, and shall be shown on a landscaping plan that meets the requirements of Section 5.2.1.E, unless exempted by the terms of that section.

3. The standards in this section are minimum requirements. Nothing in this section shall prevent the Planning and Zoning Commission from recommending or the City Council from requiring additional landscaping as part of any case where the nature and character of surrounding property dictate a need in order to protect such property and to provide protection for the general health, safety, and welfare of the community.

C. Applicability

This section is subject to the applicability standards of Section 5.1, *Applicability of this Article*. In addition, the following subsections may include specific applicability provisions:

1. 5.2.2.A. Residential Landscaping

2. 5.2.2.B. Perimeter Landscape Setback, Multi-Family and Non-Residential

3. 5.2.2.C. Perimeter Streetscape in the DB and DNO districts

4. 5.2.2.D. Perimeter Streetscape in the LCMUO district

5. 5.2.2.E. Parking Lot Landscaping and Screening

D. Landscaping and Screening Requirements in Other Sections or Development Approvals

1. Any use required to provide landscaping or screening pursuant to Section 3.2, *Supplemental Use Standards*, shall comply with such requirements. In the event of a conflict between the supplemental use standards and the requirements of this section, the supplemental use standards shall control.

2. Any use required to provide landscaping or screening pursuant to a parcel-specific ordinance, including PD zoning, shall comply with such requirements. In the event of a conflict between the parcel-specific zoning ordinance and the requirements of this section, the parcel-specific standards shall control.

E. Landscaping Plan

1. Prior to the issuance of a building or construction permit for any use other than single-family or duplex dwellings, a landscape plan reflecting all landscaping and screening required under this section shall be submitted to and approved by the Zoning Administrator. The plan may be combined with any land clearance, vegetation protection, erosion control, or other plan required for compliance with other sections of this Code.

2. Landscaping plans for sites larger than one-half acre or uses that are not single-family residential shall be prepared by a registered landscape architect and shall contain, at a minimum, the information specified in the UDC User's Guide.

F. Texas Local Government Code

The provisions of the Texas Local Government Code Section 211.016, regulating the timing of the placement of landscaping for single-family residential lots, are applicable to the requirements of this section.

5.2.2. LANDSCAPING REQUIRED

A. Residential Landscaping

1. Applicability

This section shall apply to all single-family detached and single-family attached residential development.

2. Front Yard Landscaping Requirements

a. Purpose

Landscaping should be selected and placed in the front yards of residences to soften the effect of the built environment. An arrangement of vegetation such as trees, bushes, and grass, together with other suitable materials such as flowering plants, ground cover, mulch, etc., arranged in a complementary fashion, is desired.

b. Landscaping Options

The front yard shall meet one of the following two landscaping options:

(i) Option 1: Percent Vegetative Cover

The following percentages of the front yard shall be landscaped with vegetative cover other than turf grass. For the purposes of this

requirement, front yard means the area between the house and the front property line.

(1) Single-family detached: at least 15 percent vegetative cover.

(2) Duplex or townhouse: at least 30 percent vegetative cover.

(ii) Option 2: Required Materials
The front yard shall be landscaped with the following materials.

(1) Single-family detached: at least ten shrubs of at least two different species, and one tree.

(2) Duplex or townhouse: at least six shrubs and one tree.

c. Design and Planting Standards

(i) Each tree shall count for 25 square feet of the required vegetative cover in the landscaped area.

(ii) The use of native vegetation, drought-tolerant plants, or rain gardens is encouraged.

(iii) In addition to Options 1 and 2, front yard landscaping on corner lots shall wrap around the side for a minimum of 10 feet from the street-facing building corner in single-family detached developments, and seven feet in single-family attached developments. At least three shrubs shall be included in this area.

Figure 5.1 Acceptable front yard landscaping

3. Residential Streetscape Design

a. Purpose

The intent of this requirement is to provide appealing and comfortable pedestrian street environments in order to promote pedestrian activity that, in turn, promotes public health through increased physical activity. An attractive streetscape is a significant community asset, and is often cited by homebuyers as an important neighborhood amenity. Homes designed in relation to the streetscape become part of the neighborhood rather than a solitary residence.

b. Applicability

This section is applicable to internal residential streets within a new development of 20 or more single-family detached or attached dwelling units.

c. Requirements

The following zones are required, starting from the back of the curb on each side of the street being developed:

(i) Landscaped Buffer Zone

A landscaped buffer area at least six feet wide shall be provided between the sidewalk and the back of the curb. The landscaped buffer area shall be designed as follows:

(1) Street trees shall be located within the buffer area and provided at the following quantity and spacing:

(a) Single-family detached:

(i) Lots with 60 linear feet or less of street frontage: one tree per lot, evenly spaced.

(ii) Lots with greater than 60 linear feet of street frontage: two trees per lot, evenly spaced.

(iii) For the length of frontage on the side street of corner lots: one street tree per 35 linear feet, evenly spaced

(b) Single-family attached:

(i) One tree per lot, evenly spaced.

(ii) For communities with front-loaded, front-facing garages, street trees may be placed in alternate landscape islands between driveways or clustered in single or multiple locations along the street.

Figure 5.2 Acceptable front yard landscaping design for single-family attached.

(iii) For communities with a tree preserve in front of the entrances, this requirement may be waived by the Zoning Administrator if there are a sufficient number of trees in the preservation area to compensate for the street trees.

(2) A maximum spacing of 30 feet on center shall be maintained between the trees in single-family detached development.

(3) Trees shall be centered at a minimum distance of four feet from the back of the curb.

(4) Trees shall be selected from the list of species approved by the Zoning Administrator. No single species of tree shall represent more than 30 percent of the trees required to satisfy the street tree requirement.

(5) A root barrier or tree box at least 24 inches in depth and six feet in length on both the curb and the sidewalk side shall be provided for all street trees.

(6) Street lampposts and mailboxes shall be located in this buffer area, subject to post office regulations for mailboxes.

(7) Street trees shall not be located closer than 15 feet to a lamppost.

(ii) Sidewalk Zone

A continuous sidewalk at least five feet in width shall be provided on both sides of the street at least five feet distant from and generally parallel to the back of the curb. Meandering sidewalks are encouraged and may be approved by the Zoning Administrator.

(iii) Walkways

Separate walkways that connect the front doorway or porch to the sidewalk and to the driveway are recommended. These walkways shall be at least three feet wide.

d. Permitted Intrusions in the Landscape Buffer for Single-Family Attached

(i) Awnings or overhanging eaves may be permitted to project into the landscape setback.

(ii) Balconies above the first floor level may be permitted to project up to four feet into the landscape setback. Balconies may have roofs and are required to be open.

(iii) Bay windows above the first floor level may be permitted to project up to four feet into the landscape setback.

(iv) Suspended planter or flower boxes may project up to 30 inches into the landscape setback.

Figure 5.3 Stairs projecting into landscape setback

(v) Stoops and stairs may project into the landscape setback up to five feet if they connect with the sidewalk.

e. Streetscape Adjacent to Major Thoroughfares

Landscape buffer zones adjacent to major arterials, minor arterials, and major collectors shall be identified as open space lots on the plat. The landscaping and sidewalks on such lots shall be the same as required in Section 5.2.2.A.3.c, above, but it shall be maintained by the community's homeowners' association or public improvement district.

B. Perimeter Landscape Setback, Multi-Family and Non-Residential

1. Applicability

All multi-family and non-residential development shall provide a perimeter landscape setback area along the entire right-of-way adjacent to any public street right-of-way.

a. This section shall not be applicable in the DB district or DNO and LCMUO overlay districts.

b. This section shall apply to non-residential development that occurs in a residential zoning district.

2. Uses and Structures Prohibited in Landscape Setback

Buildings and paving, except for sidewalks and driveways, are prohibited in the perimeter landscape setback.

3. Minimum Width of Landscape Setback

a. The perimeter landscape setback shall be located on private property and shall be measured from the right-of-way line as shown on the Thoroughfare Development Plan for major streets, and from the existing right-of-way for all non-Thoroughfare Development Plan Streets, and shall be provided as follows:

TABLE 5.2-1: Required Landscape Setback Standards

	Interstate Highway	Major/ Minor Arterial Major Collector	Minor Collector Local
Buffer Width (min.)	20 feet	15 feet	10 feet
Tree Requirement			
3-inch caliper (min.)	1 per 35 feet		1 per 40 feet
4-inch caliper (min.)	1 per 45 feet		1 per 50 feet
5-inch caliper (min.)	1 per 55 feet		1 per 60 feet
	The required number of trees is based on the linear feet of street frontage. The size of all trees planted in the setback must be the same. Trees should be spaced as appropriate for the species provided. Trees may be clustered in the setback area.		
Landscape Plant Requirement			
Number of plants (min.)	16 per 50 feet	14 per 50 feet	10 per 50 feet
Evergreen shrubs	At least 50 percent of the plants in the landscape setback shall be evergreen shrubs.		
Plant selection	All plants, ornamental trees, ornamental grasses, groundcovers, and vines shall be species identified on the plant list approved by the Zoning Administrator.		
Drought-tolerant plants	If 100 percent all trees and plants are drought-tolerant native or adapted species, then: 1. the total required number of trees and plants may be reduced by 10 percent; and 2. the minimum size of trees planted on site may be reduced to 2.5-inch caliper, except for trees in the perimeter landscape setback.		
Grass Coverage Limit			
Maximum amount of grass cover in landscape setback	40%		50%
	All grasses planted in the landscape buffer shall be species identified on the plant list approved by the Zoning Administrator.		

b. Where a deceleration/acceleration lane and transition area has been dedicated, a parking facility may encroach into the required setback area abutting such lane and transition area, provided that:

(1) No parking facility shall be located within 10 feet of a right-of-way line of a controlled access freeway or within five feet of a right-of-way line of any other public street; and

(2) Required landscaping and wheel stops shall be provided. Required trees may be clustered in remaining setback area not adjacent to the acceleration/deceleration lane.

c. The Zoning Administrator may authorize encroachments into the perimeter landscape setback where unique property characteristics exist.

4. Coverage

a. The perimeter landscape setback shall be planted with a mixture of ground cover and grass and shall not be covered with any impervious surface except low impact improvements that do not violate any section of this Code, as determined by the Zoning Administrator. Low impact improvements include, but are not limited to: trails constructed of pervious materials, fountains, putting greens, handicap accessibility ramps, ponds, and decorative lampposts.

b. The placement of all sidewalks and drive approaches shall be approved by the Zoning Administrator and shall not defeat the intent of the landscape standards.

c. Loading areas, outside storage, and outside display areas shall not encroach into the perimeter landscape setback.

5. Landscape Planting Areas for Larger Structures

a. All buildings larger than 20,000 square feet or any building with more than 40 linear feet of front façade uninterrupted by entries or display windows shall have at least two planting areas, a minimum of three feet wide, between the front façade and the sidewalk for a total length of at least 20 percent of the length of the façade.

b. Planting areas shall enhance architectural features of the building such as entries, arcades, tower elements, and display windows.

6. Landscape at Site Entries for Multi-Family Developments

a. The main site entry for multi-family developments shall be treated with special landscape elements that will provide an individual identity to the project.

b. Site entry and access drives for multi-family development shall include at least three of the following:

(i) a minimum 5-foot wide landscaped median;

(ii) textured paving, interlocking pavers, or other decorative pavement;

(iii) gateway elements such as lighting, bollards, entry fences, or monuments;

(iv) a roundabout containing landscaping, water feature, or artwork;

(v) other improvements as approved by the Zoning Administrator.

C. Perimeter Streetscape in the DB and DNO districts

1. Applicability

All non-residential development in the DB and DNO districts shall provide a perimeter landscape setback area along the entire right-of-way adjacent to any public street right-of-way. This section shall also apply to non-residential development that occurs in a residential zoning district.

2. Minimum Width of Streetscape Setback

a. A minimum 18-foot streetscape from the back of curb shall be required. If the existing right-of-way or required right-of-way dedication is less than 18 feet from the back of curb to the property line, the additional area shall be provided on private property through a landscape easement.

b. The streetscape shall include a minimum 8-foot wide strip for street trees or planters and a 10-foot wide sidewalk, constructed in one of the configurations shown below. Trees planted adjacent to the street at the back of curb will require a vertical root barrier.

c. Street trees shall be a minimum height of 10 feet and 3-inch caliper at the time of planting.

d. Street trees shall be spaced between 25 and 30 feet apart on center, as appropriate for the species provided.

e. The Zoning Administrator may authorize encroachments into the perimeter streetscape where unique property characteristics exist.

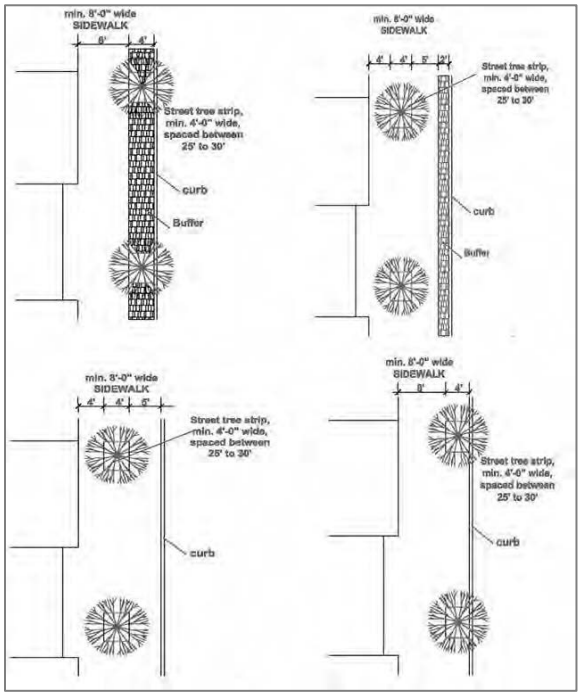


Figure 5.4 DB and DNO Overlay landscape setback options

D. Perimeter Streetscape in the LCMUO district

1. Applicability

All development in the LCMUO district shall provide a perimeter landscape setback area along the entire right-of-way adjacent to any public street right-of-way. This section does not apply to single family detached residential uses.

2. Minimum Width of Streetscape Setback

a. A minimum 16-foot streetscape from the back of curb shall be required. If the existing right-of-way or required right-of-way dedication is less than 16 feet from the back of curb to the property line, the additional area shall be provided on private property through a landscape easement.

b. The streetscape shall include a minimum 4-foot wide green space strip for street trees and landscaping. The green space shall be planted with trees and groundcover or grass. Trees planted adjacent to the street at the back of curb will require a vertical root barrier. The green space shall not be covered with any impervious surface except for permitted drive approaches.

c. Street trees shall be spaced between 25 and 30 feet apart on center, as appropriate for the species provided. Street trees shall be a minimum height of 10 feet and 3-inch caliper at the time of planting.

d. A minimum 10-foot wide sidewalk shall be constructed in the streetscape.

e. The Zoning Administrator may authorize encroachments into the perimeter streetscape where unique property characteristics exist.

E. Parking Lot Landscaping and Screening

1. Applicability

a. New Parking Lots

All new surface parking lots containing ten or more off-street parking spaces shall provide both perimeter and interior landscaping that meets the standards of this section. Parking lots with fewer than 10 spaces shall provide perimeter landscaping.

b. Parking Lot Expansion

Existing surface parking lots that are expanded by 30 percent or more in area, whether as required by this article or voluntarily, shall be required to meet the standards of this section.

c. Exemptions

(i) These requirements shall not apply to parking structures. The requirements of Section 5.2.2.B, *Perimeter Landscape Setback, Multi-Family and Non-Residential* may be applicable to parking structures, as well as screening and buffering requirements in Section 5.3, *Screening, Buffering, and Fences*.

(ii) Parking spaces directly abutting a public street right-of-way are not required to have internal landscaping where the abutting landscaping meets the requirements of the perimeter landscape setback. The remainder of the parking rows in the lot shall be landscaped pursuant to this section.

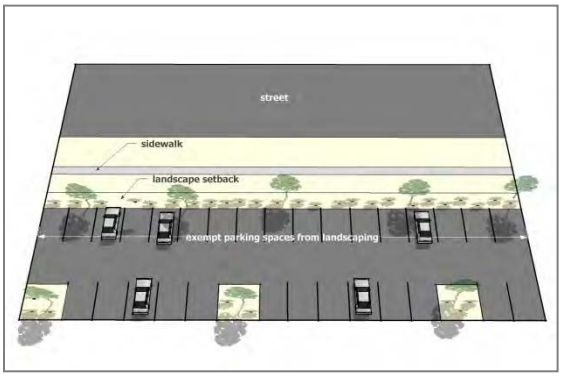


Figure 5.5 Landscaping exemption

2. Internal Parking Area Landscaping

a. Landscape Island Location

All surface parking lots shall incorporate the following internal landscaping:

(i) Landscape islands shall be installed at the terminus of each row of parking.

(ii) Landscape islands shall not be separated by more than 10 parking spaces. For purposes of determining tree spacing, parking spaces may be counted in any rational sequence.

b. Landscape Island Design

(i) Landscape islands shall contain one tree and at least 50 percent vegetative cover other than turf grass. Other materials may be approved by the Zoning Administrator.

(ii) Required landscape islands shall be no smaller than 162 square feet.

(iii) All landscaped areas shall be protected by a raised concrete curb. The Zoning Administrator may approve a curbless design for stormwater BMP or Low Impact Design (LID) purposes.

(iv) No paving shall be permitted within four feet of the center of a tree.

(v) Any vertical construction in the median must be located at least two feet from the curb surrounding the median.

(vi) No parking space shall be located farther than 90 feet from a tree, including trees that are in the landscape setback.

c. Landscape Island in Drive Approach

(i) If a landscape island is installed in a drive approach, the median shall be a minimum width of four feet.

(ii) The island shall contain vegetative cover other than turf grass. Other materials may be approved by the Zoning Administrator.

(iii) Any vertical construction in the median must be located at least two feet from the curb surrounding the median.

d. Landscape Island Planting Requirements and Tree Preservation

In order to preserve a protected tree on-site, the Zoning Administrator may authorize up to a five percent reduction in the required number of parking spaces, or a five percent reduction of certain parking space sizes, if the Zoning Administrator determines that reduction in the number or size of certain parking spaces will preserve a protected tree that would otherwise be removed to provide for required parking. Nothing in this section shall allow the Zoning Administrator the authority to reduce the entire required parking space size or number by more than five percent. This provision shall be enacted only in instances where a protected tree is to be preserved.

3. Parking Lot Screening

a. Applicability

All parking, maneuvering, customer loading areas, vehicular display and storage, and/or boat storage areas that are not screened by on-site buildings shall be screened from view of public streets pursuant to the standards of this section.

b. Design

(i) The screening shall be a minimum height of three feet.

(ii) Screening shall be opaque and consist of a combination of screening shrubs and a berm that is 24 inches high with a 3:1 slope. The Zoning Administrator may waive the requirement for the berm due to changes in grade or existing vegetation.

(iii) Masonry fences three feet in height may also be used. The fences shall be designed with a running base and fence cap of complementary material. If such fences are used, plantings of dense evergreen hedge material, designed to provide a minimum 30-inch high shrub at installation, shall be required between the fence and sidewalk. The fence shall be designed to allow articulated and pedestrian entrance features at the corners of the block, or no less than 500 feet apart. The fence shall be constructed along the rear line of the perimeter setback.

(iv) No single application of shrubs, berms, or masonry fences shall be used to screen an entire development. A single application of one screening device may be used for a maximum 200 feet before alternating to another screening device. Openings in the screen for tree islands, decorative plantings, or other features may be approved by the Zoning Administrator.

c. Requirements Specific to the DB and DNO Districts

(i) Parking lots in the DB and DNO districts that are not screened by on-site buildings shall be screened from view of public streets by a three-foot high masonry fence within a five-foot wide landscaping bed.

(ii) All surface parking lots in the DB and DNO districts shall provide an additional five-foot setback from the front building line.

d. Plant Specifications

Screening shrubs shall be spaced a maximum of three feet on center, shall be a minimum of 30 inches in height at installation, and shall be capable of reaching a minimum height of three feet within 18 months of planting. At least 30 percent of the shrubs planted shall be flowering shrubs or perennial plants. All plants shall be species identified on the plant list approved by the Zoning Administrator.

e. Maximum Grade

The maximum acceptable grades for screening areas, such as sodded berms and planting beds, shall be 3:1 (i.e., for every three feet in width, the berm shall be one foot in height).

f. Wheel Stops

Wheel stops shall be provided for parking spaces adjacent to a landscape setback where no curb is provided to prohibit any car overhang over the planting area. Wheel stops shall be located two feet from the landscape setback.

4. Additional Landscaping Required Due to Overparking

Parking lots that exceed the number of spaces required by Section 5.4.3, *Off-Street Parking Standards*, shall provide additional parking lot landscaping, except in the DB and DNO districts, as follows:

a. Trees

(i) Additional trees not otherwise required by this Code shall be required to be planted or preserved on-site when parking for any use or mix of uses is provided in an amount that is greater than 100 percent of that required by this Code.

(ii) The number of additional trees to be planted or preserved on-site is equal to one tree per three parking spaces provided that are in excess of the required amount of parking spaces.

b. Infill and Redevelopment

(i) Where the provision of additional trees is restricted for infill and redevelopment projects due to site conditions, the applicant may provide sidewalk amenities or streetscape features as determined by the Zoning Administrator. Acceptable amenities may include:

(1) Sidewalk planters between the parking area and building and/or parking area and the street;

(2) Public art including, but not limited to sculptures, fountains, clocks, or murals; or

(3) Decorative fencing (such as wrought iron) around the perimeter of the parking area provided with seasonal plantings.

5.2.3. TREE PRESERVATION AND REPLACEMENT

A. Non-residential and Mixed-Use Development: Tree Preservation Requirements

1. Purpose

This section provides a methodology for tree removal and replacement. The intent is to protect certain size trees and/or require that their loss be mitigated through replacement.

2. Applicability

This section is applicable to all non-residential and mixed-use development, including non-structural improvements such as parking lots, site layouts, landscape setbacks, and buffer yards.

3. Exceptions

The following are exempted from the tree point provisions of this section:

a. Trees removed in a dedicated right-of-way, utility, and/or drainage easement by a public utility or contractor of a public utility, as authorized by the Zoning Administrator;

b. Property owned by the City of Arlington when performing maintenance and upkeep of the City's parks or when making improvements to the City's parks for nature trails, roads, or paths;

c. The removal of a tree that has disrupted a public utility service or otherwise presents itself as a danger to the public due to some catastrophe; however, only that portion of a tree may be removed that is necessary to restore normal utility service or public safety;

d. Diseased, dying, or dead trees as determined by the Zoning Administrator; and

e. Any species currently listed on the City’s prohibited plant list is not subject to tree point requirements.

4. Compliance with Section

Compliance with this section shall be achieved when the number of tree points earned through replacement or retention equals or exceeds the number of tree points removed.

5. Determining Tree Points Lost on a Lot

a. Tree points shall only be determined when there are trees six inches or greater caliper that are being destroyed or removed.

b. One tree point shall be equal to one caliper inch. Fractions shall be rounded to the nearest one-half inch.

c. To determine the number of tree points required by this section, the applicant shall inventory and combine the total caliper inches of all protected trees that are to be removed and that are:

(i) Located within the proposed building pad plus ten feet around the perimeter of the proposed structure, and are at least 30 inches or greater in size; and

(ii) Located elsewhere on-site and are at least six inches or greater in size.

d. This list of tree points shall be separated into caliper inches removed of canopy or shade trees and those classified as understory or ornamental trees. If there is a question as to classification, determination will be made by the Zoning Administrator.

e. The total of the required inventories represents the number of tree points that shall be earned through tree replacement or retention of existing trees.

f. Canopy or shade trees shall be replaced with canopy or shade trees and understory or ornamental trees shall be replaced with understory or ornamental trees.

6. Determining Tree Points Earned

a. To determine the number of tree points earned, the applicant shall inventory and combine the total caliper inches of all trees that are:

(i) Preserved trees identified on the landscape plan greater than three caliper inches in size; and

(ii) Newly planted trees identified on the landscape plan three caliper inches or greater in size.

b. The total of the two inventories represents the number of tree points earned. Trees planted in accordance with perimeter landscape setback requirements may be counted toward tree points. All replacement trees installed shall be at least three inches of caliper at the time of planting in order to earn tree points.

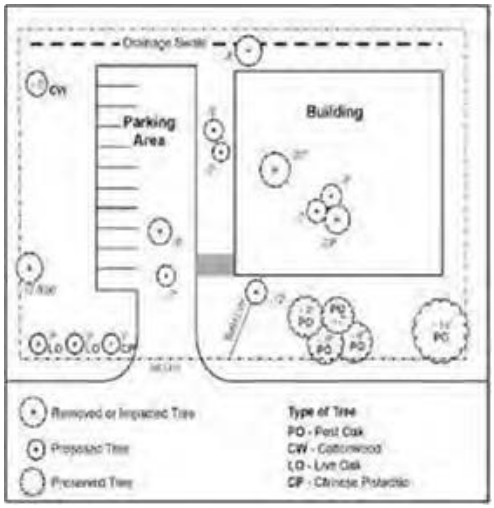
(i) Additional tree points may be earned for the following:

(1) Bonus trees, native species as identified on the Bonus Tree List in the UDC User's Guide, shall earn one-half additional tree points per caliper inch planted or preserved; and

(2) Trees meeting the definition of "significant stand" and identified on the landscape plan as "to remain" shall earn one-half additional tree points per caliper inch preserved.

c. Points for preserved (existing undisturbed) trees shall be granted by the Zoning Administrator subject to the certification by the landscape architect that the preserved trees indicated on the approved landscape plan conform to the following condition: A minimum of 75 percent of the critical root zone shall be preserved at natural grade, with natural ground cover for trees between three and ten caliper inches in size. In order to gain full credit for trees greater than ten caliper inches in size, 100 percent of the critical root zone shall be undisturbed.

Table 5.2-2: Example of Tree Point System			
Protected Trees Removed			
Canopy Trees		Understory Trees	
1@	8”	None removed	
1@	12”		
1@	9”		
1@	31”		
60’ Canopy tree points		0’ Understory tree points	
Trees Preserved and Planted			
Canopy Trees	Tree Points	Bonus Points Native Species	Bonus Points Significant Stand
Post Oak 14”	14	7	0
Post Oak 8”	8	4	4
Post Oak 7”	7	3.5	3.5
Post Oak 4”	4	2	2
Post Oak 6”	6	3	3
Live Oak 3”	3	1.5	0
Live Oak 3”	3	1.5	0
Chinese Pistache	3	0	0
Total	**48**	**22.5**	**12.5**
Total Positive Tree Points			**83**
Total Negative Tree Points			**<60>**
Overall Positive Tree Points, No Mitigation Needed			**23**



B. Residential Development: Tree Preservation Requirements

1. Applicability

a. This section applies to all residential property that is vacant, undeveloped, or property to be redeveloped that is over one acre in size.

b. This section shall not apply to tracts and/or platted lots under one acre in size with an occupied residential structure.

2. General Requirements

a. All residential developments over one acre in size shall be required to submit a tree preservation plan at the time of preliminary plat, minor plat, combination plat, or replat submittal.

b. All residential developments shall preserve a minimum of 35 percent of the existing total protected caliper inches.

c. Unless otherwise provided, all numbers 0.5 or greater shall be rounded up to the next whole number. All numbers less than 0.5 shall be rounded down to the next whole number.

3. Tree Preservation Plan

a. This section provides for a methodology for tree preservation. Tree preservation shall only be required when residential development is proposed on sites where there are six-inch or greater caliper trees, or post oak, blackjack oak, or Texas oak trees three inches or greater. The intent is to protect a percentage of certain size trees from being destroyed.

b. Trees shall be preserved in contiguous stands to preserve clusters of old growth trees. Only when tree location prevents preservation in this manner, as determined by the Zoning Administrator, shall individual trees be accepted or, for all lots 10,000 square feet and greater, trees may be preserved on a lot-per-lot basis inside a landscape easement.

c. Compliance with this section shall be obtained when 35 percent of the total caliper inches of protected trees on the site equal that of tree points earned through preservation.

(i) To determine the number of tree points within a development, the applicant shall inventory and combine the total caliper inches of all protected trees that are at least six inches or greater in size.

(ii) The applicant shall inventory and combine the total caliper inches of all post oak, blackjack oak, and Texas oak trees that are at least three inches or greater in size.

(iii) The applicant shall determine tree points required for preservation by multiplying the total protected tree points by 35 percent.

(iv) Determine the area to be preserved in perpetuity. The applicant shall inventory and combine the total caliper inches of all trees that are designated for preservation. For residential development, all post oak, blackjack oak, and Texas oak trees from three to five inches in caliper shall be permitted to be counted twice for credit to achieve the 35 percent preservation requirement.

(v) Points for preserved (existing undisturbed) trees shall be granted by the Zoning Administrator subject to the certification by the landscape architect that the preserved trees indicated on the approved landscape plan conform to the following conditions:

(1) A minimum of 75 percent of the critical root zone shall be preserved at natural grade, with natural ground cover.

(2) If the Zoning Administrator determines that an otherwise protected tree is in danger of dying due to construction practices, the Zoning Administrator may require additional tree points be earned to offset the potential loss of the affected tree.

(vi) State on the tree preservation plan how the preserved area(s) will be maintained and the trees preserved.

4. Tree Protection

a. The following measures shall be undertaken prior to the commencement of on-site construction activity in order to preserve trees:

(i) All trees to be preserved shall be flagged by the developer with brightly colored vinyl tape wrapped around the main trunk at a height of approximately four feet or more such that the tape is visible to workers on foot or driving equipment.

(ii) All preserved trees remaining on-site shall have protective fencing, located approximately at the tree's drip line. The protective fencing may be comprised of brightly colored vinyl construction fencing, chain link fencing, or other similar fencing with an approximate height of four feet. Where preserved trees are in a stand, the entire stand shall have protective fencing.

b. In instances where the Zoning Administrator determines protective fencing is not practical, the trunk of the preserved tree shall be protected by enclosing the entire circumference with lumber encircled with wire or other stabilizing means that does not damage the tree.

5. Redevelopment and Demolition

If redevelopment and/or demolition are proposed on an existing residential lot, the preservation area shall exclude the existing footprint of the structure(s) plus ten feet around the perimeter of the structure.

5.2.4. LANDSCAPING DESIGN AND MATERIALS REQUIREMENTS

A. Landscape Material Standards

The following standards shall be considered the minimum required standards for all trees, shrubs, and landscape material installed to satisfy the requirements of this section.

1. Plant Selection and Design

Tree and plant materials shall be selected for energy efficiency and water efficiency; adaptability and relationship to the native environment; color, form and pattern; ability to provide shade; soil retention; and resistance to fire. The overall landscape plan shall be integrated with all elements of the project, such as buildings, parking lots, and streets, and to achieve a desirable microclimate and minimize energy demand.

2. Plant Quality

a. Trees and plants installed to satisfy the requirements of this section shall meet or exceed the plant quality and species standards of the North Central Texas SmartScape program. The plant list in the User's Guide identifies appropriate plant species for use in Arlington. This list also identifies plants that shall not be used in order to fulfill the planting requirements of this Code, and no tree points shall be attributed to the loss of trees on this list; however, they may be used to supplement the requirements, if desired.

b. Plants shall be nursery-grown and adapted to the local area. Grass seed, sod, and other material shall be clean and reasonably free of weeds and noxious pests and insects. No artificial plants or vegetation shall be used to meet any standards of this section.

3. Plant Varieties

The landscaping for every development shall consist of a combination of three or more of the following types of planting materials including, but not limited to grass, trees, shrubs, ground cover, and/or other forms of plant material.

4. Hardscape

Landscape design may integrate hardscape (plazas, courtyards, trails, etc.) and landscaping. The hardscape materials may be counted towards the overall project's site enhancement landscaping requirements at the discretion of the Zoning Administrator.

B. Plant Sizes and Specifications

1. Trees

a. Tree Size

Except as specified in the EDO overlay district, trees planted to satisfy the standards of this section shall be a minimum of three inches in caliper when measured 12 inches from the base of the trunk or the top of the ball.

b. Street Trees

All trees shall be species identified on the plant list approved by the Zoning Administrator.

c. Utilization of Existing Trees

Existing trees may be used to satisfy the tree planting requirements with the approval of the Zoning Administrator. The Zoning Administrator shall consider the location, type and size of trees, their health, and the degree of protection received both during and after construction.

2. Shrubs, Vines and Ornamental Grasses

a. Shrubs, vines, and ornamental grasses planted to satisfy the standards of this section shall have a minimum container size as specified in the UDC User's Guide. All shrubs, vines, and ornamental grasses shall be

species identified on the plant list approved by the Zoning Administrator.

b. Shrubs and ornamental grasses not of the dwarf variety shall be a minimum of two feet in height when measured immediately after planting. Screening shrubs, where installed, shall be planted and maintained to form a continuous, unbroken, solid visual screen that will be three feet tall within 18 months after time of planting.

c. When planted adjacent to sidewalks, shrubs and ornamental grasses shall not exceed three feet at maturity in commercial, industrial, multi-family, and mixed-use developments.

d. Vines not intended as ground cover shall be a minimum of two feet in height immediately after planting and may be used in conjunction with fences and screens to meet the screening requirements of this Code.

3. Groundcover

a. Groundcovers planted to satisfy the standards of this section shall have a minimum container size of one gallon. All groundcover shall be species identified on the plant list approved by the Zoning Administrator.

b. Grass areas shall be sodded, plugged, sprigged, hydro-mulched or seeded.

c. Ground covers used in lieu of grass in whole and in part shall be planted in such a manner as to present a finished appearance and reasonably completed coverage within one year of planting.

4. Berms

Earthen berms shall have side slopes not to exceed 3:1 (three feet of horizontal distance for each one foot of height). All berms shall contain necessary drainage provisions as may be required by the Zoning Administrator.

C. Maintenance and Irrigation

1. All landscaped areas shall be irrigated with an irrigation system consistent with the standards of the "Irrigation" Chapter of the Code of the City of Arlington, as amended. As an exception, hose bibs may be used in landscape areas not required by this Code or on commercial developments whose total lot area is one-half acre or less in size, and placed so that any portion of the landscaped area can be reached with a 50-foot hose.

2. Sprinkler systems shall be configured to prevent over-spray of water onto streets and sidewalks.

3. Areas of open space that contain preserved trees need not be irrigated if the Zoning Administrator determines irrigation would be harmful to the preserved trees.

4. Except for hand watering and the use of drip irrigation or soaker hoses, it is unlawful for any person to irrigate, water, or cause the irrigation or watering of any lawn or landscape between the hours of 10 a.m. and 6 p.m.

any day of the week as set forth in the "Water and Sewer Chapter" of the Code of the City of Arlington.

D. Parkway Planting Standards

Plantings within parkways may be allowed if all visibility triangles are maintained, all sight obstruction requirements outlined in the "Streets and Sidewalks" Chapter of the Code of the City of Arlington are met, and plantings do not interfere with existing or proposed utilities.

1. Plantings within the parkway may include the species identified in the UDC User's Guide. Prohibited species are also identified in the UDC User's Guide. All plantings shall be species identified on the plant list approved by the Zoning Administrator.

2. Irrigation is required pursuant to subsection 5.2.4.C, *Maintenance and Irrigation*.

3. It shall be the responsibility of any person, firm, corporation, or other entity who shall own or occupy any lot or lots that abuts parkway areas containing plantings pursuant to the terms of this section to maintain such plantings unless otherwise specified as the responsibility of a mandatory property owners' association.

5.3. SCREENING, BUFFERING, AND FENCES

5.3.1. RESIDENTIAL SCREENING AND BUFFERING

A. Purpose

The purpose of these standards is to ensure that less intensive development is protected from negative effects that may occur when uses that are more intensive or structures are developed on adjacent sites.

B. Applicability

The residential screening and buffering standards apply when:

1. Development is proposed on any property used or zoned commercial, mixed-use, or industrial that is located adjacent to a residential use and/or vacant property used or zoned residential or multi-family, including those in planned development zoning.

2. Multi-family uses shall comply with the requirements in Section 5.3.1.D, *Required Screening and Buffering*, and Section 5.3.1.E, *Infill Development*, when adjacent to residential uses or vacant properties zoned for residential uses.

3. The construction or installation of required residential screening, buffering, or fencing is the responsibility of the non-residential or multi-family property developer.

C. Exceptions

1. Residential screening and buffering is not required for uses and structures in the DB district.

2. Screening is not required for playgrounds for institutional uses or for private parks that do not contain a structure within 30 feet of a common residential property line.

D. Required Screening and Buffering

1. Properties subject to this section shall meet the requirements of Tables 5.3-1 and 5.3-2 below.

2. To use this table, an applicant identifies the zoning or use of his/her property across the top of the table, and then reads down to identify the zoning or use of the adjacent property(ies). The box at the intersection of identifies the screening and buffering requirement for the applicant on that property line. For example, an applicant for a single-story commercial development that is adjacent to single-family residential will need to meet the Level 2 screening and buffering requirements.

3. Different types of screening and buffering may be required on different property lines.

Table 5.3-1: Residential Screening and Buffering

Zoning or Use of Adjacent Properties	Zoning or Use of Subject Property										
	Adjacent property↓	**Subject property→**	**Single-Family**		**Multi-Family**		**Mixed-Use**		**Commercial**		**Industrial**
	Zone District	**Structure Type**	Res.	Non-Res.	Res.	Non-Res.	Vert.	Horiz.	1-3 Stories	3+ Stories	--
	Single-Family	Residential	0	1	1	1	2	2	2	3	3
		Non-Residential	1	0	1	1	1	1	1	1	
	Multi-Family	Residential	1	1	0	1	1	1	2	3	3
		Non-Residential	1	0	1	0	1	1	1	1	
	Mixed-Use	Vertical	2	1	1	1	0	0	1	1	3
		Horizontal	2	1	1	1	0	0	0	1	
	Commercial	1-3 Stories	2	1	2	1	1	0	0	0	3
		3+ Stories	3	1	3	1	1	1	0	0	3
	Industrial	--	3	3	3	3	3	3	3	3	0

Table 5.3-2: Description of Buffer and Screening Requirements

	Landscape Buffer Width	**Screening Device**
Level 0	None	Not required
Level 1	10 feet	Required. See Section 5.3.4.A.2.c
Level 2	15 feet	Required. See Section 5.3.4.A.2.b
Level 3	30 feet	Required. See Section 5.3.4.A.2.a

4. Screening Standards

a. Design of Fences

When properties are required or permitted to have a screening device to meet residential screening standards, the standards of Section 5.3.4, *Fences*, shall apply.

b. Location of Fences

A screening fence shall be located, to the extent it is practical, along the length of the common line between properties. Required screening fences shall not extend into a required street frontage setback. Access to any required transitional buffer shall be provided for maintenance.

5. Landscape Buffer Design Standards

a. Planting Requirements

The landscape buffer shall be planted with an evergreen plant mix. This shall include the following:

(i) For each 450 square feet of buffer area, one tree with a three-inch caliper that is 10 feet in height at the time of installation.

(ii) Existing vegetation shall be maintained and counted toward the overall landscape requirement where the Zoning Administrator determines that it is healthy and contributes to the overall landscape mix.

b. Permitted Structures and Uses

(i) No structures, at or above ground level, including buildings or parking areas (not including driveways) may encroach into the buffer area in non-residential districts. Typical accessory structures and swimming pools may encroach in the buffer area in residential districts. Sidewalks, bike lanes, and/or other street furniture may encroach in all districts.

(ii) Loading areas, outside storage, and outside display areas shall not encroach into the transitional buffer area.

(iii) Low-impact improvements, as determined by the Zoning Administrator, that are not affiliated with the marketing of any item represented by the development and that do not violate any section of this Code may be permitted in the landscape buffer area. Examples of such low-impact improvements may include, but are not limited to: concrete sidewalks or trails, trails constructed of pervious materials, fountains, putting greens, handicap accessibility ramps, ponds, and decorative lampposts.

c. Exceptions

(i) The required landscape buffer for non-residential uses and structures allowed in a residential zoning district and located in a more intensive district shall not be required to exceed Level 1 when abutting properties zoned for low-density residential uses but actually used for non-residential uses. Use of this subsection is allowed regardless of the zoning district of the subject property.

(ii) Playgrounds or parks that do not contain a structure within 30 feet of a common residential property line, or contain only paving for sidewalks or trails, are not required to have any transitional buffer.

E. Infill Development

Landscape buffer and screening may be reduced or waived for infill single-family, multifamily, mixed-use, or commercial development where the Zoning Administrator finds the design, height, location of uses, massing, and landscaping of the infill project mitigates potential adverse effects and promotes compatibility with surrounding structures and the character of the neighborhood.

F. Residential Screening Across a Street

1. Properties subject to this section that have a side or rear building face that is 1) adjacent to a street, and 2) across the street from properties zoned or used for single-family or two-family dwellings, shall provide a permanent six-foot high minimum and eight-foot high maximum screen at the landscape setback, consisting of a:

a. Masonry fence or equivalent material;

b. Wood fence as specified in Level 1 screening; or

c. Combination of a berm and shrubs planted to create an opaque screen.

2. This subsection shall not apply to the following uses:

a. Religious assembly,

b. Day care center,

c. Public or private school,

d. Residential uses,

e. Public parks and recreational facilities, or

f. Municipal golf courses and driving ranges.

G. Outdoor Speakers

Properties that are subject to this section shall direct outdoor speakers away from residential uses.

5.3.2. MECHANICAL AND UTILITY EQUIPMENT SCREENING

A. Applicability

The standards of this section shall apply to all of the following:

1. Air conditioning and heating equipment;

2. Ductwork used to heat, cool, or ventilate;

3. Swimming pool and spa pumps and filters;

4. Power systems, transformers, and generators for the building or site upon which the equipment is located; and,

5. Similar installations as required by the Zoning Administrator.

Roof and/or wall-mounted antennas and vent openings shall not be considered mechanical equipment for purposes of these screening standards. The standards of this section are not intended to impede systems that use solar or wind energy to reduce the costs of energy, if such systems are otherwise in compliance with applicable building codes and zoning requirements.

B. Screening Standards

1. Single-Family Residential Screening

a. On residential lots, mechanical equipment shall be located behind the building line of the house and screened from public view by a screening device or landscaping. This requirement does not apply to franchise utility boxes. Roof-mounted mechanical equipment, except solar energy systems, is prohibited on single-family residential dwellings.

b. Utility equipment located in the public right-of-way or designated open spaces shall be screened with a screening device or landscaping, or a combination of the two. Such screening or landscaping shall be maintained by the adjacent property owner or the community's homeowners association or public improvement district.

2. Multi-Family, Mixed-Use, Commercial, and Industrial Screening

For all developments other than single-family residential, the following mechanical equipment screening standard shall apply to the maximum extent practicable.

a. Roof-Mounted Mechanical Equipment
Roof-mounted mechanical equipment shall be screened by a parapet wall or similar feature that is an integral part of the building's architectural design. The parapet wall or similar feature shall be of a height equal to or greater than the height of the mechanical equipment being screened.

b. Wall-Mounted Mechanical Equipment
Wall-mounted mechanical equipment, except air conditioning equipment (e.g., window AC units), that protrudes more than six inches from the outer building wall shall be screened from view by structural features that are compatible with the architecture of the subject building. Wall-mounted mechanical equipment that protrudes six inches or less from the outer building wall shall be designed to blend with the color and architectural design of the subject building.

c. Ground-Mounted Mechanical Equipment
Ground-mounted mechanical equipment shall be screened from view by landscaping or by a decorative fence that is compatible with the architecture and landscaping of the development site. The fence shall be of a height equal to or greater than the height of the mechanical equipment being screened.

C. Alternate Screening
Where site constraints or other design limitations are present, the Zoning Administrator may allow mechanical equipment that is not screened in full compliance with the screening standards of this section to use alternative screening methods. Alternate screening methods may include, but shall not be limited to, increased setbacks, increased landscaping, grouping the equipment on specific portions of a site, and painting or otherwise camouflaging the equipment.

5.3.3. SCREENING OF SERVICE, LOADING, AND STORAGE AREAS

A. Applicability
These screening requirements are applicable to all service, loading, and storage areas.

B. Placement

1. All service areas shall be placed at the rear, on the side of, or inside buildings.

2. No service area shall be visible from a public right-of-way or from adjacent residential areas.

3. Service areas and access drives shall be located so they do not interfere with the normal activities of building occupants or visitors on driveways, walkways, in parking areas, or at entries.

C. Outside Storage and Display Areas, Service Areas, and Loading Docks

All outside and display storage areas, service areas, and loading docks not screened by an intervening building shall be screened from view from any public street right-of-way. In addition, storage and loading areas shall be screened from view from any adjoining property when that property requires a transitional buffer as identified in Table 5.3-1 of this article. Property zoned or used for industrial purposes shall also screen from view all outside storage areas that are adjacent to non-industrial-zoned property.

1. The screening device shall consist of an opaque architectural screen or fence that substantially conforms to the color, detailing, and building materials of the principal structure. The height of the device shall not be less than the height of the materials stored.

2. Screening shall be a minimum height of eight feet to screen truck berths; loading docks; and areas designated for permanent parking or storage of heavy vehicles, equipment, or materials.

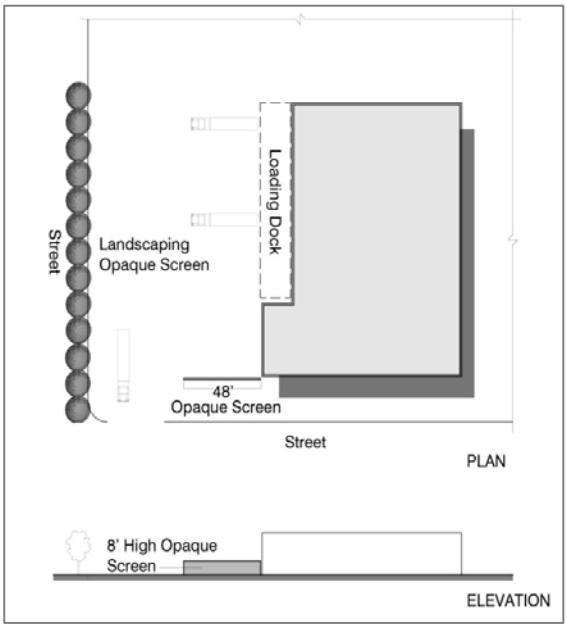


Figure 5.6 Screening of loading docks and storage areas

3. Screening shall be long enough to screen the maximum size trailer that can be accommodated on site. Sites that can accommodate a full size tractor-trailer shall provide a 48-foot wing wall, where wing walls are used.

D. Shopping Cart Storage

1. Shopping cart corrals shall be made of a material suitable for withstanding weathering and rusting. Plastic corrals are prohibited.

2. All shopping carts shall be stored overnight inside the building they serve. Overnight storage is not permitted in the corrals.

E. Refuse Facility Screened

1. All refuse facilities, including new refuse facilities placed on an existing development, shall be large enough to accommodate a trash dumpster and shall be completely screened from view of public streets and adjoining non-industrial zoned properties by:

a. Screening on three sides by a minimum eight-foot masonry fence enclosed by an evergreen living screen. Screening shrubs shall be a minimum of four feet in height at installation and shall provide a minimum six-foot high screen when fully grown.

b. An opening shall be situated so that the container is not visible from adjacent properties or public streets. The opening shall include a metal-clad opaque gate. Chain-link gates are not permitted. Gates shall have tiebacks to secure in the open position.

2. Screening is not required if the refuse facilities are otherwise screened from view by intervening buildings.

3. Screening is not required if the refuse facilities are located within a parking structure.

F. Stacking Lane for Drive-Through Service Windows Screened

Stacking lanes for drive-through service windows shall be screened according to the following:

1. Stacking lanes for drive-through service windows shall be screened to a height of three feet between the lane and the adjacent parking or maneuvering areas.

2. Screening shall be opaque and consist of one or a combination of screening shrubs, fences, and/or berms.

3. Screening shrubs shall be spaced a minimum of three feet on center. The shrubs shall be a minimum planting size of five gallons and shall be capable of reaching a minimum height of three feet within 18 months of planting.

G. Design of Screening

All screening shall be complementary to the building served in landscaping approach and through the use of similar colors and material palette.

5.3.4. FENCES

A. Single-Family Residential Fencing

1. Applicability

a. These standards are applicable in all zoning districts, except the following:

(i) Planned Development districts that have specific fence design standards,

(ii) Entertainment District (EDO) overlay district,

(iii) Village on the Green at Tierra Verde (VG) district,

(iv) Downtown (DB) district, and

(v) Conservation District (CDO) overlay districts that have specific fence design standards.

b. Section 5.3.4.A.2, *Residential Fencing Types*, is applicable to replacement and new residential fences as further described in that section.

c. Compliance with the requirements listed below shall be reviewed with each fence permit application.

d. For the purposes of this section, the term "fence" is used to mean "a structure serving as an enclosure, a barrier, or a boundary."

2. Residential Fencing Types

Residential fencing standards are divided into two main categories: perimeter fencing and privacy fencing. Perimeter fencing is required to be completely installed by the developer for the boundary of the approved final plat in the areas as set forth below, prior to the issuance of a building permit. Privacy fencing is an option left up to the builder or homeowner, but if built it shall follow the standards listed below.

a. Adjacent to Major Thoroughfares and in Level 3 Screening and Buffering Areas

In the interest of public safety and privacy, the following standards shall apply for all perimeter fencing on lots where the rear and/or side yards are adjacent to a freeway, major arterial, minor arterial, or major collector as identified on the Thoroughfare Development Plan, or where Level 3 screening and buffering is required.

(1) Height

Six feet minimum and eight feet maximum, measured from the highest adjacent grade within ten feet of the fence. In order to create variation in the design of the fence, at certain locations for no more than 10 percent of the total linear length of the fence, the height may be increased to 10 feet with approval from the Zoning Administrator.

(2) Approved Materials

100 percent masonry (brick, stone, architecturally finished reinforced concrete), or any other sustainable material with more than 30-year life expectancy to give a long lasting, aesthetically pleasing appearance. Materials should preferably have a low maintenance factor and be complemented with landscaping, where appropriate. Ornamental metal rail fencing may be used to provide at least 50 percent transparency for the portions of the subdivision abutting an internal park/open space or to emphasize the landscaping at the entrance.

(3) Prohibited Materials

Chain link, vinyl, and wood fencing are prohibited.

(4) Design

Adjacent to major thoroughfares, the fence should be curved or angled at corner locations to accommodate appropriate visibility and add variety. Wall sections greater than 50 feet in length should incorporate at least one of the following design features that are proportionate to the fence length:

(a) A minimum one foot change in fence plane and height for at least ten feet, after at least every 20 feet;

(b) A minimum 18-inch raised planter at least eight feet long, after at least every 35 feet;

(c) Use of columns at 35-foot intervals; or

(d) Any other feature, approved by the Zoning Administrator that provides adequate relief from the monotony of a continuous fence.

(5) Construction Standard

It is intended that all fences erected pursuant to this section be constructed in such a manner to last 30 years with minimal maintenance required during said period. As such, all fences required by this section shall conform to the following minimum standards:

(a) The Zoning Administrator shall approve plans and specifications for fences and foundations. Such plans and specifications are to be submitted at the same time as construction plans for other subdivision infrastructure improvements are required.

(b) Fences shall be located on or within the private property and outside of the public right-of-way. Fences may be in an offset configuration as long as there is no encroachment into the right of way.

(c) The material, color, and design of fences shall be uniform within an approved preliminary plat, unless otherwise approved by the Zoning Administrator.

(d) All fences shall be placed at least nine feet from any existing or proposed City water line. Where necessary for compliance, the developer shall be required to provide up to an additional nine feet of right-of-way.

(e) It shall be the responsibility of any person, firm, corporation or other entity who shall own or occupy any lot or lots on which a fence was constructed pursuant to the terms of this section to adequately maintain the fence and to prevent it from becoming dilapidated or unsightly, unless otherwise specified as the responsibility of a mandatory homeowners association or public improvement district.

b. Adjacent to Minor Collector and Local Streets and in Level 2 Screening and Buffering Areas

The following standards shall apply for all perimeter fencing on lots where the rear and/or side yards are adjacent to a minor collector or a local street or in areas where Level 2 screening and buffering is required.

(1) Height
Six feet minimum and eight feet maximum, measured from the highest adjacent grade within ten feet of the fence.

(2) Approved Materials

(a) 100 percent masonry (brick, stone, architecturally finished reinforced concrete), or any sustainable material with more than a 30-year life expectancy;

(b) Ornamental metal rail fencing may also be used in combination with any of the masonry materials listed above;

(c) Composite fencing or vinyl fencing in a natural tone flat color such as rust or tan; and,

(d) Cedar or redwood is permitted, but only if used with metal posts, metal brackets, and metal caps. Wood posts are prohibited. The side of the fence with the exposed posts or rails shall be oriented away from view from the adjacent public street.

(3) Prohibited Materials
Chain link fencing is prohibited.

c. Level 1 Screening and Buffering Areas
The following standards shall apply in areas where Level 1 screening and buffering is required.

(1) Height
Six feet minimum and eight feet maximum, measured from the highest adjacent grade within ten feet of the fence.

(2) Approved Materials

(a) 100 percent masonry (brick, stone, architecturally finished reinforced concrete), or any sustainable material with more than a 30-year life expectancy;

(b) Composite fencing or vinyl fencing in a natural tone flat color such as rust or tan; and,

(c) Double-sided wood stockade fence with metal posts, metal brackets, and metal caps. A continuous six-inch tall by eight-inch wide concrete mowing edge shall be provided.

(3) Prohibited Materials
Chain link fencing is prohibited.

d. Privacy Fences on Single-Family Residentially Zoned Lots

(i) Applicability
This section applies to replacement of residential fences or construction of new fences. A fence permit is required when more than 50 percent of the length of the fence along a property line is being replaced.

(ii) Height

Height shall not exceed eight feet as measured from the highest adjacent grade within ten feet of the fence.

(iii) Approved Materials

(1) Masonry (brick, stone, reinforced cement concrete) or any other sustainable material with more than a 30-year life expectancy;

(2) Ornamental metal rail fencing;

(3) Cedar and redwood;

(4) Composite fencing;

(5) Vinyl fencing in flat white or flat natural tone colors such as rust or tan; and,

(6) Other wooden picket fences, only if constructed with metal posts, metal brackets, and metal caps. Chemically pre-treated wooden horizontal members shall be at least 2" X 4".

(iv) Prohibited Materials

(1) Chain link;

(2) Sheet, roll, or corrugated metal; and,

(3) Cast off, secondhand, or other items not originally intended to be used for constructing or maintaining a fence.

(v) Chain Link Reconstruction Materials

An existing chain link fence may be replaced with a new chain link fence or be replaced with an approved material. If the existing fence is not chain link, the fence may be repaired with the existing material or an approved material.

(vi) Orientation of Fence

When any stockade fence or other screening device, whether required or not, is located on a lot adjacent to a public street, said fence or screening device shall orient the side with exposed posts or rails away from view from the adjacent public street.

(vii) Location of Fence

Privacy fences may be located along the property line with the following exceptions.

(1) In the interest of public safety and considering the visibility triangles, no fence may be taller than two feet when located on the side property lines of a corner lot or a reverse corner lot.

(2) Any fence that is more than two feet high shall be set back at least five feet from the side property line of a corner lot. In the case of a reverse corner lot, any fence that is more than two feet high shall be set back at least 7.5 feet from the side property line.

e. Adjacent to Parkland or an Internal Designated Open Space

The following standard shall apply for all privacy fences where the rear and/or side yards share a common property line with a dedicated private open space or parkland as identified on the Parks Master Plan.

(1) Height

Height shall not exceed eight feet as measured from the highest adjacent grade within ten feet of the fence.

(2) Approved Material

(a) Ornamental metal rail fencing with columns (brick or stone) or ornamental metal posts shall be used to provide at least 50 percent transparency. Vinyl fencing in a natural tone flat color such as rust or tan may also be used and shall provide the same percentage of transparency as ornamental metal rail fencing for lots adjacent to internal open spaces only.

(b) In the interest of privacy, homeowners may choose to plant vines or shrubs along the fence on their property.

(3) Prohibited Materials

(a) Chain link;

(b) Wood;

(c) Sheet, roll or corrugated metal; and

(d) Cast off, secondhand or other items not originally intended to be used for constructing or maintaining a fence.

f. Fences in Front Yard Setback

(i) Height

Height shall not exceed four feet above the average established grade at the front lot line and in the street front setback.

(ii) Approved Materials

Such fences shall be constructed using the following materials:

(1) Ornamental metal rail fencing with at least 75-percent transparency.

(2) Masonry columns may be used, provided they are constructed of brick, stone, reinforced concrete, or any sustainable materials with more than a 30-year life expectancy.

(iii) Prohibited Materials

(1) Cedar, redwood, or other wood products;

(2) Composite or vinyl fencing;

(3) Chain link;

(4) Sheet, roll or corrugated metal; and,

(5) Cast off, secondhand or other items not originally intended to be used for constructing or maintaining a fence.

g. Special Provisions for Fences for Townhouses, Large Lots, and Agricultural Uses

Special provisions to increase the height of a fence located in the minimum front yard are allowed for a townhouse development as well as lots one acre in size or larger if the following requirements are met.

(i) Townhouse Block with Rear-Loaded Garages

Ornamental metal rail fences up to four feet in height shall be allowed along the front lot line. The metal rail fence shall be used in combination with masonry columns, which shall not exceed the height of the fence by more than six inches. Such fences shall provide at least 75 percent transparency.

(ii) Townhouse Block with Front-Loaded Garages

Ornamental metal rail fences up to four feet in height shall be allowed beginning at a point of at least eight feet from the front lot line, in order to maintain visibility at drive approaches. The metal rail fence shall be used in combination with masonry columns, which shall not exceed the height of the fence by more than six inches. Such fences shall provide at least 75 percent transparency.

(iii) Lots One Acre in Size or Larger

The minimum front yard fence requirements may be modified in compliance with this subsection.

(1) Height

The height shall not exceed eight feet measured from the highest adjacent grade within ten feet of the fence.

(2) Approved Materials

Wrought iron, ornamental steel or any permanent, architecturally equivalent material. Masonry may be used in combination with these materials, provided that no more than 25 percent of the fence, measured in linear feet, is solid.

(3) Location

The fence shall not be located within setbacks that may be required for traffic safety purposes, as determined by the Zoning Administrator.

(iv) Agricultural Uses

Fences constructed on lots with permitted agricultural uses may be constructed in compliance with this subsection, subject to approval by the Zoning Administrator.

(1) Height

The height shall not exceed six feet measured from the highest adjacent grade within ten feet of the fence.

(2) Approved Materials

(a) Post and rail construction;
(b) Pipe and cable construction;
(c) Rail pipe; or
(d) Woven wire.

(3) Prohibited Materials
(a) Barbed wire; or
(b) Electric fencing.

B. Fencing in Non-Residential and Mixed-Use Districts

1. Other than required screening fences, fencing in non-residential and mixed-use zoning districts, or for commercial uses located in residential or industrial districts, shall conform to the following minimum standards:

a. The height shall not exceed eight feet as measured from the highest adjacent grade within ten feet of the fence.

b. Fences and gates that exceed four feet in height shall not extend beyond the front facade of the building.

c. Chain link; vinyl; and sheet, roll or corrugated metal are prohibited materials for fencing and gates. The Zoning Administrator may approve the use of chain link for playground areas associated with day care centers or public or institutional uses.

2. Other than required screening fences, fencing for industrial uses located in the LI and IM districts shall conform to the following minimum standards:

a. The height shall not exceed twelve feet as measured from the highest adjacent grade within ten feet of the fence.

b. Fences and gates that exceed four feet in height shall not extend beyond the front facade of the building, unless approved by the Zoning Administrator.

c. Chain link or vinyl fencing are permitted materials for security fencing.

d. Sheet, roll or corrugated metal; or cast off, secondhand or other items not originally intended to be used for constructing or maintaining a fence are prohibited materials for fencing and gates.

3. Electric fences shall conform to the following minimum standards:

a. Electric fences are permitted only in the IM zoning district, except that electric fences are prohibited in EDO and DNO overlay districts.

b. An electric fence shall not extend beyond the front façade of the building.

c. The height of an electric fence shall not exceed 12 feet at its highest point measured at existing grade.

d. Electric fences shall not be installed within five feet of a door to the building, or within 30 feet of a property line zoned or used for residential purposes.

e. Electric fences shall be clearly marked with warning signs. The warning signs shall be placed not more than 50 feet apart around the entire perimeter of the fence and be visible from both sides of the fence.

f. Electric fences shall use an interrupted or pulsating current not exceed 7,000 volts. The use of an uninterrupted current is prohibited. The fence may only be charged over a system derived from a system powered by a direct current battery and shall not be connected to an alternating current electrical system. Devices shall be listed by a nationally-recognized testing laboratory.

g. A Knox security system or other approved access device shall be installed for emergency access by the police or fire departments. All electric fences shall be registered with the police department through an alarm permit.

h. All electric fences shall comply with all applicable building, construction, and electrical codes adopted by the City.

4. Fencing along public right-of-way may be used to delineate sidewalk seating areas for cafes and restaurants and shall conform to the following minimum standards:

a. Maintain primacy of the public right-of-way for pedestrian and vehicular movement.

b. Ensure a compatible relationship with adjacent streetscape elements and building architecture.

c. Maintain barrier-free access for persons with disabilities.

d. Maintain a safe, secure, and comfortable environment for pedestrians.

e. The design, materials, and colors used should be compatible with the streetscape.

f. Perimeter fences should not obstruct the line of sight for pedestrians and drivers.

C. General Fence Maintenance

1. All screening fences constructed as required by this Code, previous ordinances, or other approvals must be perpetually maintained, repaired, or replaced by the owner of use of the more intensively zoned property.

2. All portions of fences in a dilapidated state must be repaired or replaced by the owner of the property upon which the fence is located. A dilapidated fence is defined as any 8-foot horizontal section of a fence that is more than 15 degrees out of vertical alignment or that has 10 percent of its pickets or structural components damaged, missing, rotted, or destroyed. For the purpose of this section, owner of the property for which the fence permit was issued is presumed to be the owner of the fence.

3. Fences must not be braced by guy wires, braces, or any other material that may be visible from any public street, right-of-way, alleyway, or property or easement controlled by the City.

5.3.5. VISIBILITY TRIANGLES MAINTAINED

Visibility triangles shall be maintained as required in the "Streets and Sidewalks" chapter of the Code of the City of Arlington.

5.4. OFF-STREET PARKING AND LOADING

5.4.1. PURPOSE

The regulations of this section are intended to ensure provision of off-street parking and loading facilities in rough proportion to the generalized parking, loading, and transportation demands of different land uses. By requiring such facilities, it is the intent of this section to help avoid the negative effects associated with spillover parking into adjacent neighborhoods, while at the same time avoiding the negative environmental and urban design effects that can result from parking lots and other vehicular use areas. The provisions of this section are also intended to help protect the public health, safety, and general welfare by:

A. Helping avoid and mitigate traffic congestion;

B. Encouraging multi-modal transportation options and enhanced pedestrian safety;

C. Providing methods to help reduce stormwater runoff and the heat island effect of large paved parking areas; and

D. Providing flexible methods of responding to the transportation and access demands of various land uses in different areas of the city.

5.4.2. APPLICABILITY

A. Generally

The off-street parking and loading standards of this section shall apply to all parking lots and parking structures accessory to any building constructed and to any use established in every district. Except when specifically exempted, the requirements of this section shall apply to all temporary parking lots and parking lots that are the principal use on a site.

B. Expansions and Enlargements

The off-street parking and loading standards of this section shall apply when an existing structure or use is expanded or enlarged. Additional off-street parking and loading spaces shall be required to serve the enlarged or expanded area, provided that in all cases the number of off-street parking and loading spaces provided for the entire use (pre-existing plus expansion) shall equal 100 percent of the minimum ratio established in Tables 5.4-1 and 5.4-2.

C. Change in Permitted Uses

A permitted use that does not meet the parking requirements of this section may be converted to another permitted use without full compliance with the required number of parking spaces if the Zoning Administrator determines:

1. The maximum amount of parking spaces possible is provided without removing or partially removing a structure.

2. If a structure or a portion of a structure is voluntarily removed, the resulting area shall be used to provide the additional parking spaces necessary towards fulfilling the requirements of Tables 5.4-1 and 5.4-2.

3. The amount of parking available at least 80 percent of the parking required for the new use in Tables 5.4-1 and 5.4-2.

D. Location

Required off-street parking, loading, and vehicle stacking spaces shall be located on the same lot as the principal use, except as otherwise provided in this section.

E. Use Limited to Parking

No required off-street parking facility or loading space shall be used for sales, non-vehicular or rental vehicle storage, repair, or service activities unless specifically provided for in this Code.

5.4.3. OFF-STREET PARKING STANDARDS

A. Off-Street Parking Schedule A

The off-street parking requirements for uses allowed by this Code are listed in Table 5.4-1. The vehicle stacking requirements of Section 5.4.6, *Drive-Through Vehicle Stacking and Noise Reduction Standards*, may also be applicable to certain uses.

Table 5.4-1: Off-Street Parking Schedule A

USE CATEGORY	USE TYPE	PARKING REQUIREMENT
RESIDENTIAL USES		
Household Living	Dwelling, duplex	2 per dwelling unit
	Dwelling, live/work	1.5 dwelling unit (work area calculated as retail, office, or commercial use)
	Dwelling, multi-family	1 per studio | 1.5 per 1 bedroom | 2.0 per 2 bedroom | 2.5 per 3 bedroom | 2.5 + .5 for each bedroom more than 3
	Dwelling, single-family detached	2 per dwelling unit
	Dwelling, townhouse	2 per dwelling unit
	Garage apartment	1 per dwelling unit
	HUD-Code manufactured home | Mobile home	2 per dwelling unit
Group Living	Assisted living facility (≤6 residents)	1 per bed plus 1 per 100 sf of common area
	Assisted living facility (≥7 residents)	1 per bed plus 1 per 100 sf of common area
	Boarding house |fraternity or sorority house | private dorm	1 per bed
	Community home for disabled persons	2 per dwelling unit, not to exceed 1 per bedroom
	Foster family home	As required for the principal use
	Foster group home	As required for the principal use plus 1 per 2 residential beds
	Halfway house	1 per bed plus 1 per 100 sf of common area
	Independent senior living facility	1 per dwelling unit plus 1 per 100 sf of common area
	Nursing home	1 per 2 beds plus 1 per 100 sf of common area

Table 5.4-1: Off-Street Parking Schedule A

USE CATEGORY	USE TYPE	PARKING REQUIREMENT
PUBLIC AND INSTITUTIONAL USES		
Community and Cultural Facilities	Art gallery or museum	1 per 1,000 sf GFA
	Correctional facility	Schedule C
	Domestic violence shelter	3 per 1,000 sf GFA
	Emergency shelter	3 per 1,000 sf GFA
	Government administration and civic buildings	3 per 1,000 sf GFA
	Mortuary, crematory, or funeral chapel	3 per 1,000 sf GFA
	Philanthropic institution (other than listed)	3 per 1,000 sf GFA
	Religious assembly	1 space per 4 seats. If no fixed seating, then based on 25% maximum capacity of the assembly areas, as determined by the International Building Code.
Educational Facilities	Business school	3 per 1,000 sf GFA
	Public or private school	Elementary Schools: 2 per classroom Middle Schools: 2 per classroom High Schools: 6 per classroom and 1 per 300 sf of administrative office space
	Trade school	3 per 1,000 sf GFA
	University, college, or seminary	Schedule C
Health Care Facilities	Hospital	1 per 4 beds based on maximum capacity, plus 3 per 1,000 sf GFA of office area, plus parking as required for accessory uses
	Hospital, psychiatric	1 per 4 beds based on maximum capacity, plus 3 per 1,000 sf GFA of office area, plus parking as required for accessory uses
	Medical or dental office or clinic	4 per 1,000 sf GFA
Parks and Open Space	Cemetery	Schedule C
	Community garden	1 per 5,000 sf of lot area
	Public park or playground	Schedule C. Playfields (soccer, baseball, etc.) shall have minimum of 20 spaces per field.
COMMERCIAL USES		
Agriculture	Animal production	None
	Crop production	None
Animal-related Services	Kennel, commercial	1 per 1,000 sf GFA
	Stables, commercial	1 per 5 stalls
	Veterinary clinic	2 per 1,000 sf GFA
Auto Sales, Equipment, and Repair	Auto service center	2 per 1,000 sf GFA
	Auto repair garage, major	2 per 1,000 sf GFA
	Car wash	2 spaces plus any stacking spaces required. See Section 5.4.6
	Gasoline sales	2 spaces plus any stacking spaces required. See Section 5.4.6
	Motor vehicle rental	2.5 per 1,000 sf GFA
	Motor vehicle sales, new	2 per 1,000 sf GFA of sales floor area

Table 5.4-1: Off-Street Parking Schedule A

USE CATEGORY	USE TYPE	PARKING REQUIREMENT
	Motor vehicle sales, used	2 per 1,000 sf GFA of sales floor area
	Parking garage	None
Financial Services	All uses	2.5 per 1,000 sf GFA
Food and Beverage Services	Bar	14 per 1,000 sf GFA
	Catering service	3 per 1,000 sf GFA
	Restaurant	10 per 1,000 sf GFA, including outside dining/drinking areas.
	Restaurant, take-out and delivery only	3 per 1,000 sf GFA
	Restaurant with drive-through	10 per 1,000 sf GFA, plus any stacking spaces required. see Section 5.4.6
	Sidewalk cafe	Same as restaurant
Lodging Facilities	Bed & breakfast inn	1 per guest room, in addition to those required for principal residence
	Hotel, full service	1 per guest room or residence unit up to 100 units, then 0.75 per unit over 100. 50% of spaces may be counted to satisfy parking requirements of accessory uses
	Hotel, limited service	1 per guest room or residence unit up to 100 units, then 0.75 per unit over 100. 50% of spaces may be counted to satisfy parking requirements of accessory uses
	Overnight parking facility	Schedule C
	Residence hotel	1 per guest room or residence unit up to 100 units, then 0.75 per unit over 100. 50% of spaces may be counted to satisfy parking requirements of accessory uses
	Trailer camp | RV park	Schedule C
Office, Business or Professional	All uses	2.5 per 1,000 sf GFA
	Telemarketing call center	8 per 1,000 sf of area devoted to telemarketing work stations
Personal Services	Bail bond service	3 per 1,000 sf GFA
	Day care center	2.5 per 1,000 sf GFA
	General personal services (other than listed)	3 per 1,000 sf GFA
	Massage therapy clinic	3 per 1,000 sf GFA
	Tattoo parlor or piercing studio	3 per 1,000 sf GFA
Recreation and Entertain-ment, Indoor	Banquet hall	10 per 1,000 sf GFA
	Bingo parlor	10 per 1,000 sf GFA
	Billiard parlor	10 per 1,000 sf GFA
	Bowling alley	4 per lane
	Gun range (indoor)	2 per target area
	Nightclub	14 per 1,000 sf GFA
	Private club, lodge or fraternal organization	3 per 1,000 sf GFA
	Recreation, indoor (other than listed)	Schedule C
	Skating rink	Schedule C

Table 5.4-1: Off-Street Parking Schedule A		
USE CATEGORY	**USE TYPE**	**PARKING REQUIREMENT**
	Teen club	4 per 1,000 sf GFA
	Theatre, indoor	1 per four seats
	Wedding chapel	1 per four seats
Recreation and Entertainment, Outdoor	Country club	4 per 1,000 sf GFA
	Golf course	4 per green
	Gun club, skeet, or target range (outdoor)	2 per target area
	Major tourist attraction	Schedule C
	Recreation, general outdoor (other than listed)	Schedule C
	Marina	0.75 spaces per boat slip, plus parking as required for other uses
Retail (Sales)	Boat and accessory sales, rental and service	2 per 1,000 sf GFA of sales floor area
	Building and landscape materials and lumber sales	Schedule B
	Farmer's market	Schedule C
	General retail store, other than listed	3 per 1,000 sf GFA
	Firearm sales	3 per 1,000 sf GFA
	Nursery garden shop or plant sales	Schedule B
	Open air vending	Schedule C
	Package liquor store	3 per 1,000 sf GFA
	Pawn shop	3 per 1,000 sf GFA
	Secondhand goods store	3 per 1,000 sf GFA
	Specialty paraphernalia sales	3 per 1,000 sf GFA
	Swimming pool, spa and accessory sales and service	3 per 1,000 sf GFA
Sexually Oriented Business	All uses	14 per 1,000 sf GFA
INDUSTRIAL USES		
Industrial Service	Building maintenance sales and service	Schedule B
	Cleaners, commercial	Schedule B
	Food processing	Schedule B
	Medical or scientific research laboratory	Schedule B
	Heavy machinery rental, sales and service	Schedule B
	Wrecker service	Schedule B
Manufacturing	Asphalt or concrete batch plant	Schedule C
	Custom and craft work	2 per 1,000 sf GFA

Table 5.4-1: Off-Street Parking Schedule A		
USE CATEGORY	**USE TYPE**	**PARKING REQUIREMENT**
	Gas well	Schedule C
	High-impact use	Schedule C
	Manufacturing, light	Schedule B
	Manufacturing, heavy	Schedule B
	Salvage yard (indoor)	Schedule C
	Salvage yard (outdoor)	Schedule C
Transportation - Related Uses	Airport or landing field	2.5 space per 1,000 sf GFA of passenger terminal area
	Heliport	Schedule C
	Railroad yard, shop, or roundhouse	Schedule C
	Transit passenger terminal	5 space per 1,000 sf GFA
Utilities	Electric generating plant	Schedule C
	Electric utility substation	None
	Radio or TV studio	3 per 1,000 sf GFA
	Utility lines, towers or metering station	None
	Utility installation other than listed	None
	Telecommunication Facilities Building-mounted antennae and towers	None
	Telecommunication Facilities Towers ≤75 ft Stealth towers ≤100 ft	1 space
	Telecommunication Facilities Towers >75 ft Stealth towers >100 ft	1 space
Wholesale Distribution and Storage	Cold storage plant	Schedule B
	Contractors plant, shop and/or storage yards	Schedule B
	Distribution center or warehouse	Schedule B
	Self-storage facility	1 per 20 storage units, plus 2.5 per 1,000 sf GFA of office area
	Outside storage	Schedule C
	Wholesale supply business	Schedule B

B. Off-Street Parking Schedule B

Uses that reference Schedule B in Table 5.4-1, *Off-Street Parking Schedule A*, shall provide the minimum number of spaces identified in the table below.

Table 5.4-2: Off-Street Parking Schedule B

Use or Activity		Required Number of Spaces
Office or administrative area		2 per 1,000 square feet GFA
Indoor sales area		3 per 1,000 square feet GFA
Indoor storage, warehousing, assembly, vehicular service, or manufacturing area:	1-3,000 square feet of floor area	3 per 1,000 square feet GFA
	3,001-5,000 square feet of floor area	2 per 1,000 square feet GFA
	5,001-10,000 square feet of floor area	1.25 per 1,000 square feet GFA
	10,001 or more square feet of floor area	0.8 per 1,000 square feet GFA
Outdoor sales, display, or storage area (3,000 square feet or less)		1.25 per 1,000 square feet GFA
Outdoor sales, display, or storage area (more than 3,000 square feet)		1 per 1,000 square feet GFA
NOTE: The total number of required spaces is cumulative based on the variety of different functions present in a single use.		

C. Off-Street Parking Schedule C

Uses that reference Schedule C in Table 5.4-1, *Off-Street Parking Schedule A*, have widely varying parking characteristics that make it difficult to establish a single standard. Upon receiving an application for a use subject to Schedule C standards, the Zoning Administrator shall apply the off-street parking standard specified for the listed use that is deemed most similar to the proposed use. The Zoning Administrator may also establish off-street parking requirements based on a parking analysis prepared by the applicant. Such analysis shall include estimates of parking demand based on recommendations of the Institute of Transportation Engineers, or other acceptable estimates, and shall include other reliable data collected from uses or combinations of uses that are the same as or comparable with the proposed use. Comparability shall be determined by density, scale, bulk, area, type of activity, and location. The analysis shall document the source of data used to develop the recommendations.

5.4.4. COMPUTATION OF PARKING AND LOADING REQUIREMENTS

A. Fractions

When measurements of the number of required spaces result in a fractional number, any fraction exceeding 0.5 shall be rounded up to the next higher whole number.

B. Multiple Uses

Lots containing more than one use shall provide parking and loading in an amount equal to the total of the requirements for all uses. No off-street parking space provided for one type of use or building shall be included in calculation of the off-street parking requirements for any other use or building except as prescribed in Section 5.4.7, *Parking Alternatives*, of this Code.

C. Area Measurements

Unless otherwise specified, all square footage-based parking and loading standards shall be computed based on gross floor area of the use in question. Structured parking within a building shall not be counted in such measurement.

D. Off-Street Loading and Service Areas

Required off-street loading spaces shall not be counted as off-street parking spaces in computation of required off-street parking space. Parking spaces located in buildings used for repair garages or car washes, and spaces in drive-through lanes shall not be counted as meeting the required parking.

E. Parking Based on Occupants

Except as provided for in this section, when the standards use the number of occupants as a unit of measurement, all calculations shall be based on the occupant load as determined by the International Building Code.

F. Parking Based on Seating

When the standards use seating as a unit of measurement, all calculations shall be based on the occupant load of the areas used for seating as determined by the International Building Code.

G. Parking for Unlisted Uses

Parking requirements for uses not specifically listed in Table 5.4-1, *Off-Street Parking Schedule A*, shall be determined by the Zoning Administrator based on the requirements for the closest comparable use, as well as on the particular parking demand and trip generation characteristics of the proposed use. The Zoning Administrator may alternately require the submittal of a parking demand analysis that justifies estimates of parking demand based on the recommendations of the Institute of Transportation Engineers, and includes relevant data collected from uses or combinations of uses that are the same or comparable to the proposed use in terms of density, scale, bulk, area, type of activity, and location.

H. Special Parking Requirements in Certain Zoning Districts

1. NMU and RMU Districts

a. In the mixed-use districts, the total requirement for off-street parking facilities shall be the sum of the requirements for the various uses computed separately.

b. The total number of required parking spaces in a mixed-use district may be reduced by the Zoning Administrator if the applicant prepares a parking evaluation that demonstrates a reduction is appropriate based on the expected parking needs of the development, availability of mass transit, and similar factors. The parking evaluation shall be prepared in a form and manner prescribed by the Zoning Administrator.

2. DB District

a. For commercial development within the DB district boundaries, the off-street parking requirements of Table 5.4-1, *Off-Street Parking Schedule A,* shall be reduced to one-third the amount required in other zone districts.

b. Where there is on-street parking immediately in front of any lot or parcel in the DB district, the off-street parking requirement under subsection a. above may be reduced by one space for each on street space located adjacent to the lot and between the side lot lines of the lot.

c. All surface parking lots shall be located behind and/or on the sides of buildings. Side parking shall be limited to 25 percent of the width of the street frontage. Surface parking lots shall not be permitted between the building and street.

3. DNO Overlay District

a. For commercial development within the DNO district boundaries, the off-street parking requirements of Table 5.4-1, *Off-Street Parking Schedule A,* shall be reduced to one-half the amount required in other zone districts.

b. Where there is on-street parking immediately in front of any lot or parcel in the DNO district, the off-street parking requirement under subsection a. above may be reduced by one space for each on street space located adjacent to the lot and between the side lot lines of the lot.

c. All surface parking lots shall be located behind and/or on the sides of buildings. Side parking shall be limited to 25 percent of the width of the street frontage. Surface parking lots shall not be permitted between the building and street.

4. LCMUO Overlay District

a. For commercial development within the LCMUO district boundaries, the off-street parking requirements of Table 5.4-1, *Off-Street Parking Schedule A,* shall be reduced to one-half the amount required in other zone districts.

b. All surface parking lots shall be located behind and/or on the sides of buildings. Side parking shall be limited to 25 percent of the width of the street frontage. Surface parking lots shall not be permitted between the maximum setback line and the front property line.

5. EDO Overlay District

a. Uses in the EDO overlay district are not permitted to exceed the parking requirement established in Table 5.4-1, *Off-Street Parking Schedule A*, unless approved by the Zoning Administrator.

b. Parking lots or parking structures shall not be located or constructed within the front building setback area. However, properties fronting on Interstate 30 along Ryan Plaza Drive, East Copeland Road, or Wet ‘n Wild Way; or fronting on SH 360 along Watson Road, may have one row of parking within the setback, unless approved by the Zoning Administrator.

5.4.5. ACCESSIBLE PARKING

In addition to the required off-street parking identified in Section 5.4.3, *Off-Street Parking Standards*, accessible parking shall be provided for multi-family and all non-residential uses in accordance with the Americans with Disabilities Act and the Texas Accessibility Standards.

5.4.6. DRIVE-THROUGH VEHICLE STACKING AND NOISE REDUCTION STANDARDS

The following standards shall apply to businesses that contain a drive-through establishment, regardless if the drive-through is part of another use (e.g., restaurant or financial institution) or if it is a stand-alone use (e.g., automatic teller machine).

A. Location of Stacking Lanes and Use of Audible Electronic Devices

1. Stacking lanes shall not be located between the building and the street rights-of-way.

2. Audible electronic devices such as loudspeakers, automobile service order devices, and similar instruments shall not be audible beyond the property line of the site.

3. No service shall be rendered, deliveries made, or sales conducted within the required front yard or corner side yard; customers served in vehicles shall be parked to the sides and/or rear of the principal building.

4. All drive-through areas, including but not limited to menu boards, stacking lanes, trash receptacles, loudspeakers, drive up windows, and other objects associated with the drive-through area shall be located in the side or rear yard of a property to the maximum extent feasible, and shall not cross, interfere with, or impede any public right-of-way.

B. Stacking Space and Lane Requirements

The number of required stacking spaces shall be as provided for in Table 5.4-3, *Stacking Space Requirements*.

Table 5.4-3: Stacking Space Requirements

Activity	Minimum Stacking Spaces (per lane)	Measured From:
Bank, Financial Institution, or Automated Teller Machine (ATM)	3	Teller or Window
Restaurant	6	Pick-Up Window
Full Service or Automated Vehicle Washing Establishment	6	Outside of Washing Bay
Fuel or Gasoline Pump Island	2	Pump Island
Other	As determined by the Zoning Administrator	

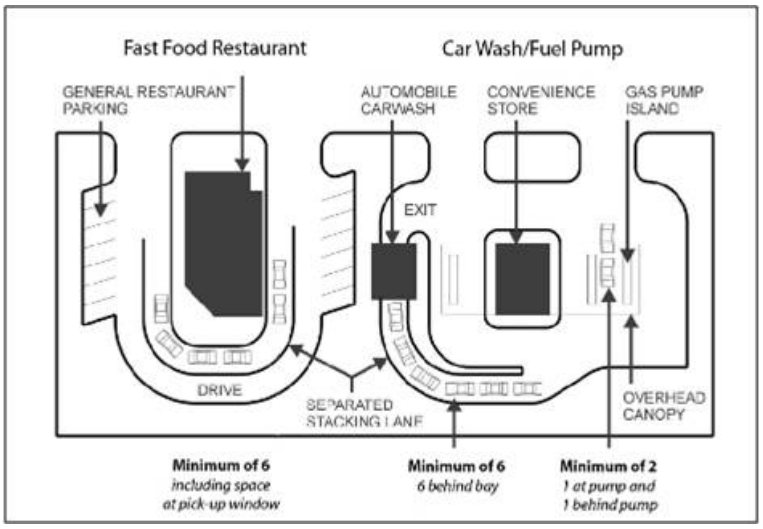


Figure 5.7 Location of stacking spaces and lanes. Note that the stacking lanes are oriented toward the side and rear yards.

C. Design and Dimensions

Stacking lanes shall be provided for any use having a drive-through establishment and shall apply comply with the following standards:

1. Drive-through stacking lanes shall have a minimum width of ten feet.

2. When stacking lanes are separated from other stacking lanes, bypass lanes, or from other site areas, the separation shall be by means of a five-foot wide landscaped median or island.

5.4.7. PARKING ALTERNATIVES

The Zoning Administrator may approve alternatives to providing the number of off-street parking spaces required by Section 5.4.3, *Off-Street Parking Standards*, in accordance with the following standards.

A. Off-Premise Parking

The Zoning Administrator may permit an off-premise parking facility to accommodate either required or additional parking subject to the following conditions:

1. The off-premise parking facility shall be located within 600 feet from an entrance, as measured along the shortest practical walking route, to the structure for which it will be used.

2. Off-premise parking should be connected to the use by a sidewalk or surfaced path.

3. Residential parking or accessible parking may not be provided in off-premise facilities.

4. Off-premise parking shall have the same or more intensive zoning classification as the primary use served.

B. Credit for On-Street Parking

The Zoning Administrator may give credit for on-street parking spaces located on the street adjacent to the entry of the building in which the use is located. Credit may not be given for parking spaces located in a residential zoning district.

C. Shared Parking

The Zoning Administrator may approve shared parking facilities for developments or uses with different operating hours or different peak business periods if the shared parking complies with all of the following standards.

1. Location

Shared parking spaces shall be located within 600 feet of a public entrance to the uses served unless remote parking shuttle bus service is provided.

2. Zoning Classification

Shared parking areas require the same or a more intensive zoning classification than required for the use served.

3. Shared Parking Analysis

Where shared parking is contemplated, the applicant may be required to include parking accumulation analyses as a part of the request for approval. The analysis shall include the parking demand for each hour over a 12- to 24-hour period for a typical high volume day. This will determine the minimum number of spaces that shall be provided. Based on the analysis submitted, if the maximum number of vehicles accumulated during a peak hour or hours for all overlapping uses exceeds the number of spaces that are required to be provided, shared parking shall be limited. A prorated number of shared parking spaces may be permitted based on the justification information of the analysis.

4. Agreement for Shared Parking

A shared parking plan will be enforced through a written agreement among all owners of record. An attested copy of the agreement between the owners of record shall be submitted to the Zoning Administrator for review and approval. The applicant shall record the agreement prior to the issuance of a building permit or certificate of occupancy for any use to be served by the shared parking. A shared parking agreement may be terminated if all required off-street parking spaces will be provided in accordance with the requirements of Section 5.4.3, *Off-Street Parking Standards.*

a. Shared parking agreements that existed prior to the adoption of this Code shall continue in force.

b. Amendments to pre-existing agreements shall be made pursuant to the terms of this Code and shall be done by written agreement.

D. Structured Parking

1. Credit for Nearby Public Structured Parking

Spaces available in public parking structures located within 1,000 feet of the subject use may be counted toward the total amount of required off-street

parking if the Zoning Administrator determines that the spaces are reasonably available for the use.

E. Additional Reductions in Parking

The Zoning Administrator may allow an additional reduction in the required number of parking spaces (less than what is determined using the adjusted off-street parking calculation). A parking demand analysis, prepared in accordance with the Zoning Administrator's guidelines by a qualified parking or traffic consultant, substantiating the basis for granting a reduced number of spaces is required.

5.4.8. DEFERRED PARKING

The Zoning Administrator may approve a request to defer the construction of up to 20 percent of the required number of parking spaces specified in Section 5.4.3, *Off-Street Parking Standards*, if the request complies with the following standards:

A. Reserve Parking Plan

The request is accompanied by a reserve parking plan identifying:

1. The amount of off-street parking being deferred; and

2. The location of the area to be reserved for future parking, if needed.

B. Parking Demand Analysis

No later than 12 months after the initial certificate of occupancy is issued for the proposed development, the applicant shall submit a parking demand analysis to the Zoning Administrator that demonstrates the parking demand for the development and the adequacy of existing parking spaces. If the analysis indicates that the existing parking is adequate, then the construction of the remaining number of parking spaces shall not be required. If the analysis indicates additional parking is required, it shall be provided consistent with the reserve parking plan and the standards of this section. An applicant may request one six-month extension on the submission of a parking demand analysis. Failure to submit a parking demand analysis shall result in the revocation of the deferred parking request.

C. Limitations on Reserve Areas

Areas reserved for future parking shall be brought to the finished grade and shall not be used for buildings, storage, loading, or other purposes.

D. Landscape Required

If the Zoning Administrator determines that a reserved parking area will not be needed for parking purposes, the area shall be landscaped in compliance with all relevant landscape standards of this Code.

5.4.9. PARKING FACILITY LOCATION AND DESIGN

A. Parking Space Dimensions

1. No parking space shall be less than 18 feet in length and nine feet in width, except as provided below.

2. Parking spaces may be reduced in length when a tire-stop curb is installed 16 feet from the maneuvering lane and a clear space of two feet is provided

for a vehicle to overhang. The overhang is not permitted over public property, sidewalks, or a setback in which parking is not permitted. Such reduction is permitted only when the width of the maneuvering lane is maintained at 26 feet.

3. A maximum of 20 percent of the required parking spaces may be designed and reserved for compact cars. Compact car parking spaces will be a minimum of eight feet by 16 feet and shall be clearly identified with either a sign or pavement marking limiting the spaces to compact cars. The minimum parking aisle width is 24 feet.

B. Location and Design of Parking Spaces

The following shall apply in all zoning districts.

1. Parking Prohibited in Rights-of-Way and Drive Lanes

a. No off-street parking facility shall be located, in whole or in part, in a public street or sidewalk, parkway, alley, or other public right-of-way.

b. No off-street parking or loading space shall be located, either in whole or in part, within any fire lane required by ordinance of the City or within aisles, driveways, or maneuvering areas necessary to provide reasonable access to any parking space.

2. Tandem Parking

a. Tandem parking is permitted only for residential townhouses with a single car garage, provided that the driveway accessing the garage has a minimum length of 20 feet measured from the front property line.

3. Head-In Parking

Head-in parking is permitted only in the DB and DNO district, as provided below.

a. In the DB and DNO districts, all head-in parking spaces and sidewalks shall be entirely within the right-of-way unless otherwise approved by the Zoning Administrator. Head-in parking shall be angled pursuant to the Design Criteria Manual and shall not be designed at a 90-degree angle. If insufficient right-of-way exists, additional dedication or easements shall be required. The building setback may be increased by the amount of land dedicated for head-in and/or parallel parking.

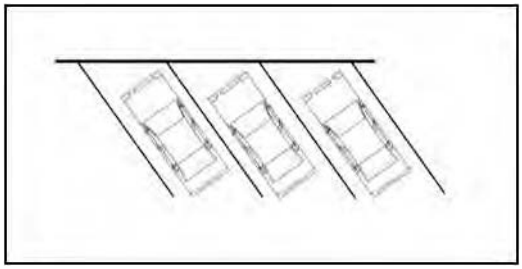


Figure5.8. Head-in parking must be angled.

b. The Zoning Administrator may approve head-in parking in place of parallel or vice versa.

4. Maintenance

Parking facilities and loading berths shall be maintained and kept in a state of good repair at all times by the owner or the person in control of the premises.

C. Parking Area Location and Layout in Non-residential Districts

The following shall apply in the non-residential zoning districts.

1. Parking Location

Developments shall situate buildings at the street frontage, locating parking to the side and rear of buildings to avoid views of large, paved parking areas from public rights-of-way. However, the Zoning Administrator may waive this requirement based on the prevailing development patterns in order to be consistent with the established pattern of the street and keeping with the context of surrounding structures.

2. Parking Area Layout

Surface parking areas shall be divided into sub-areas, each accommodating no more than 250 vehicles. Each parking sub-area shall be separated by a minimum 15-foot wide landscaped feature, which shall include pedestrian walkways and shade features such as trees or arbors. This technique shall be used to minimize the "sea of parking" between the building and the principal street and to require that the majority of off-street parking be located to the side or rear of the buildings served. Surface parking lots shall comply with the requirements in Section 5.2.2.E, *Parking Lot Landscaping and Screening*.

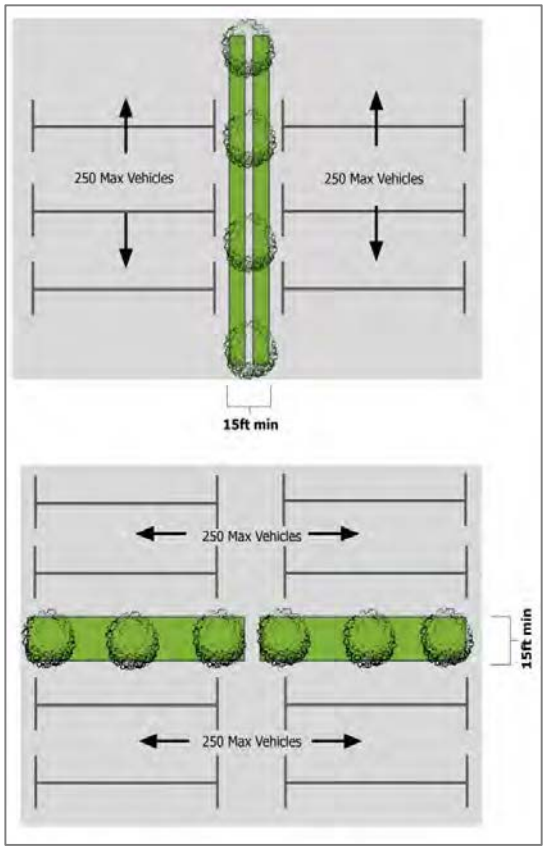


Figure 5.9 Parking area layout divided into sub-areas.

3. Circulation Area Design

Circulation areas shall be designed to facilitate the safe movement of vehicles without posing a danger to pedestrians or impeding the function of the parking area. Parking lots shall maintain safe circulation patterns and access to public streets.

D. Parking Location and Treatment for Mixed-Use Development

The following shall apply to mixed-use developments constructed in districts where this type of development is permitted.

1. All off-street parking shall be accessed through alleys or private access easements along the rear or side property lines.

2. All garages shall be located at the rear the structure and as part of the primary structure. Garages may not be visible from a public street.

3. All covered parking and garages shall be of the same building and roofing materials as the primary structure.

4. No surface parking lots shall be located between the building and any public street.

5. Surface parking may be located behind or to the side(s) of the building, not adjacent to a public street.

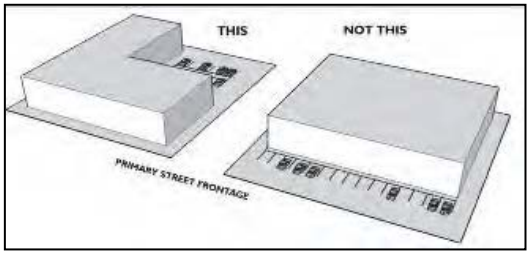


Figure 5.10 Appropriate location for surface parking.

6. Surface parking areas on the side may not exceed 25 percent of the total street frontage for that side. Parking areas shall not be located in front of a maximum setback line.

7. If permitted, head-in and/or parallel parking spaces may be counted toward the required parking (not to be construed as designated or reserved for the benefit of a specific person, entity or use) if immediately adjacent to lease, rental or owned property.

8. Any enclosed parking structure shall be designed so that the only openings at street level are for auto or pedestrian circulation. The remaining street wall of the ground floor shall include façade treatments such as projections, recesses, niches, fenestration, or changes of materials or color. Structured parking shall also be designed in compliance with Section 5.4.I, *Parking Structures*.

E. Access in the DB and DNO Districts

Where there is a useable alley, public or private, other access drives shall not be permitted. The Zoning Administrator shall determine the accessibility of an alley.

F. Lighting

1. Parking lots shall have exterior lighting in all publicly accessible areas. All parking lot lighting shall be cut off lighting fixtures and be placed on a house meter.

2. Light sources must be indirect, diffused, or covered by shielded type fixtures, and be installed to reduce glare and interference with adjacent properties or streets.

3. Parking lot lighting fixtures must be attached to buildings or mounted on metal poles. Any fixture located within 100 feet of a property zoned or used for residential purposes shall not exceed 20 feet in height.

G. Striping

For all multi-family and non-residential uses, parking spaces shall be striped or otherwise clearly designated on the parking facility surface.

H. Materials

1. All permanent parking areas and loading berths, whether required or provided in addition to the requirements of this section, shall have an all-weather surface, and shall be connected by an all-weather surfaced driveway to a street or alley.

2. An all-weather surface parking facility shall be constructed of asphalt or concrete. The Zoning Administrator may approve the use of a porous paving system or other pervious surface.

I. Parking Structures

The off-street parking required by this section may be located in a parking structure, whether on the same or on a different lot than the uses which it serves. Such structure shall be subject to the following:

1. Wrapping of Parking Structure

Where feasible, the ground floor of parking structures in mixed-use or non-residential districts shall be wrapped with uses from the commercial, office, institutional, public, or civic categories of Section 3.1.5, *Table of Allowed Uses*. Parking structures with ground floors that are not wrapped with active public uses on the sides facing a public street or open to public view shall not:

a. Abut street intersections or public/civic use areas,

b. Be adjacent to public squares, or

c. Occupy sites that are the terminus of a street vista.

Figure 5.11 Parking structure wrapped by space for other uses.

2. Design

a. Parking structures shall be constructed of materials of similar quality, shall be compatible in appearance with adjacent buildings, and shall contain lighting sufficient for security purposes.

b. Ground floor facades of parking structures not occupied by active uses shall be articulated using three or more of the following architectural features.

(i) Windows or window-shaped openings with decorative mesh or similar features as approved by the Zoning Administrator;

(ii) Masonry columns;

(iii) Decorative wall insets or projections;

(iv) Awnings;

(v) Changes in color or texture of materials;

(vi) Public art;

(vii) Integrated landscape planters; or

(viii) Other similar features approved by the Zoning Administrator.

3. Entry Design

Vehicle entries to off-street parking structures shall be integrated into the placement and design of adjacent buildings or oriented away from the primary street frontage. At a minimum, parking structures shall provide vehicles access from a location that minimizes conflicts with pedestrian circulation.

4. Height of Parking Structure

The height of a parking structure may not exceed the height of the principal building it is intended to serve. Where no principal building exists, the maximum height of the parking structure shall be limited to the maximum building height allowed in the zoning district in which the structure is located.

5.4.10. MINIMUM OFF-STREET LOADING STANDARDS

A. Off-street facilities shall be provided and maintained for receiving and loading of merchandise, supplies, and materials within a building or on the premises.

B. Required off-street loading facilities may be adjacent to an existing public alley or private service drive, or may consist of a berth within a structure.

C. No portion of a loading facility may extend into a public right-of-way or into an off-street parking facility.

D. The off-street loading spaces or truck berths shall provide maneuvering areas on site to prevent any blockage of public right-of-way.

E. Off-street loading spaces shall be screened in compliance with the provisions of Section 5.3.3, *Screening of Service, Loading, and Storage Areas*.

5.4.11. BICYCLE PARKING

Bicycle parking shall be designed and located in accordance with the Arlington Hike and Bike System Master Plan, and provided as follows.

A. In the DB district, and DNO and EDO overlay districts:

1. For all non-residential and mixed-use developments, the number of bicycle parking spaces required shall be five percent of the number of required automobile parking spaces.

2. For multi-family developments, one bicycle parking space shall be provided for every 10 required automobile parking spaces.

B. In all other zoning districts:

Table 5.4-4: Required Bicycle Parking

Land Use	Number of Spaces
Multifamily dwelling	10% of all automobile spaces
Hotel, full service | Hotel, limited service | Residence hotel	1 per 3 rooms
Public or private school	1 per 10 students
University, college, or seminary	10% of all automobile spaces
Government administration and civic buildings	1 per 10,000 sf of building area, with a minimum of 2 spaces
Commercial and retail w/off-street parking	5% of all automobile spaces with a minimum of 2 spaces
Commercial and retail w/on-street parking	1 per 5,000 sf of building area with a minimum of 2 spaces
Industrial	5% of all automobile spaces with a minimum of 2 spaces
Parks and open space	10% of all automobile spaces

C. In all zoning districts, bicycle racks shall be located according the following.

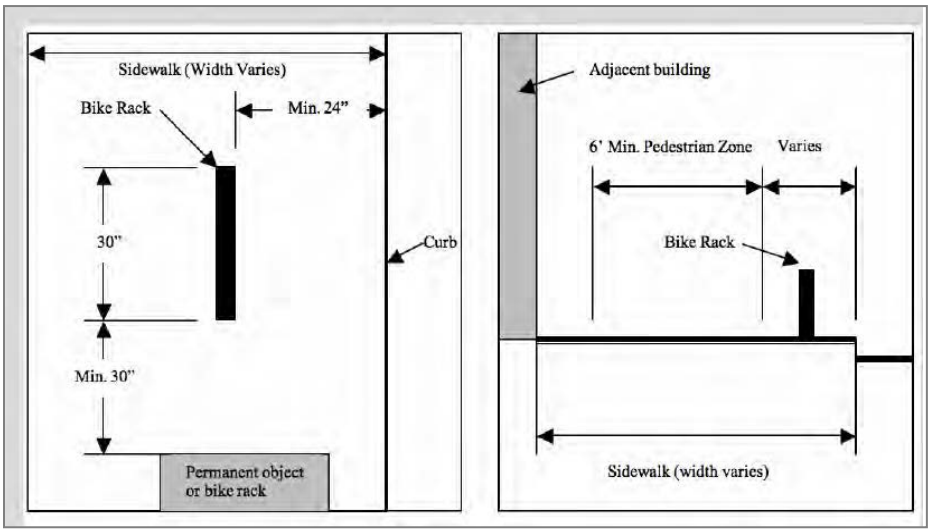


Figure 5.12 Location of bicycle racks.

5.5. RESIDENTIAL DESIGN STANDARDS

5.5.1. PURPOSE

The standards of this section are intended to:

A. Promote high-quality residential developments that are distinctive, have character, and relate and connect to established neighborhoods;

B. Provide variety and visual interest in the exterior design of residential buildings;

C. Create new sustainable neighborhoods that age gracefully and add long term value to the city;

D. Enhance the residential streetscape and diminish the prominence of garages and parking areas;

E. Protect property values; and

F. Ensure the compatibility of infill residential development with the existing character of surrounding neighborhoods.

5.5.2. GENERAL STANDARDS FOR ALL RESIDENTIAL DEVELOPMENT

A. Residential Infill Compatibility Standards

1. Applicability

These residential infill compatibility standards shall apply to any development of a new residential use or substantial renovation of an existing residential use that meets the following requirements:

a. Located in the NMU, RMU, DNO, or LPO districts;

b. Not a part of a planned development;

c. Meets the applicability standards of this article;

d. Is proposed on a lot that abuts existing structures on at least three sides; and

e. Is served by existing water, sanitary sewer, and streets.

2. Contextual Front Building Setbacks

Notwithstanding the minimum front setback requirements required in Article 4, *Dimensional Standards*, for the zoning district in which the property is located, the applicant may use a contextual front setback when existing front setbacks on the same block are greater or less than that required by the underlying zoning. In such circumstance, the front setback for the proposed development shall be set back no further from the primary street than the furthest front façade of the principal building on either of the two abutting lots in the same base zone district, and shall be located no closer to the primary street than the closest front façade of the principal structure on either of the two abutting lots in the same base zone district.

3. Appearance

Infill development shall be constructed to be generally compatible in appearance with other existing structures on the block that comply with this

Code. This provision shall be satisfied by constructing the proposed building(s) so that at least three of the following features are substantially similar to the majority of other buildings on the same and facing block:

a. Roof material;

b. Roof overhang;

c. Exterior building material;

d. Shape, size, and alignment of windows and doors;

e. Front porches or porticos;

f. Exterior building color; or

g. Location and style of garage or carport.

4. Multi-Family Infill Adjacent to Single-Family Residential

New multi-family infill development that will be located on a block face where more than 75 percent of the existing homes are single-family shall employ one or more of the following techniques to help reduce the overall bulk and mass of individual buildings and help maintain a lower-intensity residential character along the street frontage:

a. Articulate the front façade so that the building appears from the street to be separate homes by "stepping back" the front façade a minimum of 10 feet at the traditional side yard setback that would typically be found between two single-family homes;

Figure 5.13 Multi-family unit with front facade step-back

b. Organize units around a central courtyard that maintains the impression of the traditional side yard setback between units along the street frontage; or

c. Design the multi-family building so that the massing, arrangement of architectural elements, and use of exterior materials gives the appearance of a large single-family home.

B. Mix of Housing Types

1. Intent

These standards are intended to promote a more diverse community through the provision of a variety of housing types, and to encourage developments that are not dominated by a single type of home or dwelling unit.

2. Required Mix

A development of 20 units or more shall include a minimum housing mix of at least three models, with a minimum of three distinct street-facing elevations per model.

5.5.3. STANDARDS FOR SINGLE-FAMILY AND TWO-FAMILY RESIDENTIAL DWELLINGS

A. Purpose and Intent

The purpose of these standards is to establish requirements for sustainable residential development throughout the city, increase the value of Arlington's housing stock, and ensure that homes are attractive and of high quality. Specifically, the goals for single-family detached development are:

1. Construct new neighborhoods that age gracefully and become established over time. Utilize sustainable design principles so that residences do not deteriorate.

2. Construct residential infill or redevelopment such that it enhances the value and quality of existing neighborhoods.

3. Promote the development of attractive streetscapes, which increase curb appeal, create a 'sense of place', and enhance Arlington's image.

4. Provide flexibility for variety. The intent of these standards is to prohibit certain design elements that have a negative effect on communities, while simultaneously allowing developers a great deal of latitude to create interesting, attractive developments.

B. Applicability

1. These standards are applicable to new construction or redevelopment of single-family dwelling units in all zoning districts, except the following:

a. Planned Development districts that have specific residential design standards,

b. Landmark Preservation (LPO) Overlay District, and

c. Conservation District overlays that have specific residential design standards.

2. Communities for which a plat application has been made prior to the adoption of the residential design standards will be subject to only the building design and front yard landscaping requirements. In those communities, these standards will be applicable only for building permit applications submitted to the City after two years from the later to occur of the date the City signs the final plat, or the date the City accepts the subdivision improvements offered for public dedication, if any.

C. Building Design Standards Applicable to All Single-Family Residential

1. Intent

The building design standards are intended to create unique neighborhoods by utilizing a wide array of architectural elements and design techniques. The purpose of these requirements is not to dictate how residences are designed; rather, it is to ensure that communities possess a distinct character and are desirable places to live for many years to come. Compliance with the requirements listed below shall be reviewed with each building permit application.

2. Orientation of Main Entrance

a. The main entrance or a courtyard leading to the main entrance of each primary structure shall be located on the front façade.

b. On corner lots, the main entrance shall face one of the streets or be oriented to the corner.

3. 360-Degree Architecture

a. The primary material on the front façade of the house shall be continued on all sides of the house, and on at least 50 percent of each side.

b. Windows are required on all elevations. On public facing facades (streets or parks), windows and doors shall cover a minimum of 20 percent of the elevation.

c. Window and door openings shall be articulated on all elevations of the building through the use of:

(i) Shutters,

(ii) Enhanced flat or arched lintels and sills (projecting or recessed, or constructed of materials other than the primary building material),

(iii) Overhangs, or

(iv) Surrounds and trims.

4. Building Foundations

Foundations of exterior walls or piers exposed more than ten inches above the adjacent ground level shall be clad in the primary exterior finish material, such as brick, stone, or stucco, or stained to complement the primary exterior finish material.

5. Exterior Finish Materials

a. Exterior finish materials shall be durable and consistent with the architectural style of the community.

(i) One hundred percent of the primary residential structure shall consist of the following masonry materials. This coverage calculation does not include doors, windows, recessed entries, chimneys, dormers, window box-outs, bay windows that do not extend to the foundation, or any other exterior wall that does not bear on the foundation.

(1) Stone or brick laid up unit by unit and set in mortar,

(2) Cultured stone,

(3) Exterior portland cement plaster (stucco) with three coats over metal lath or wire fabric lath, or

(4) An equivalent, permanent architecturally finished material with a minimum 30-year warranty period is also acceptable.

(ii) The following materials are prohibited as exterior finish materials:

(1) Plain concrete block or plain concrete;

(2) Corrugated metal;

(3) Vinyl siding, aluminum siding, or wood siding;

(4) Plywood, engineered or manufactured wood; or

(5) Exterior Insulation and Finish Systems (EIFS).

b. Exterior walls of chimneys, dormers, window box-outs, bay windows that do not extend to the foundation, or any other exterior wall that does not bear on the foundation, shall be constructed of masonry materials or any other sustainable material with a minimum 30-year warranty period, such as: cementitious fiberboard, seamless steel siding, vinyl siding with a flat or low gloss embossed finish and at least 0.04-inch thick, three-coat stucco, or EIFS. Fascia may be constructed of sustainable materials with a minimum 20-year warranty period covering the product and its coating, such as: cementitious fiberboard, aluminum coil with vinyl coating, cedar wood, redwood, treated engineered wood, or treated dimensional lumber. Prohibited materials include wood (except as noted above), plywood, hardwood, and untreated engineered/manufactured wood.

c. An expression line such as a trim band or capping shall be utilized when transitioning from one material to another or to a different color in the same material vertically.

D. Building Design Standards Applicable to All Detached Single-Family Residential

1. Entry Feature

Entry features shall meet the following design standards:

a. A dwelling shall include a covered front porch, stoop, recessed entry, or front courtyard at the main entrance. An entry feature designed in accordance with the style of the dwelling unit is also acceptable. For zero-lot-line developments, side courtyards with wrought iron fencing may also serve as an entry feature.

b. The minimum area of a porch, stoop landing, recessed entry, or courtyard shall be 20 square feet.

Figure 5.14 Front porch scaled appropriately.

c. The height of the main entry feature shall be scaled appropriately for the individual dwelling. On two-story homes, the roof eave of the entry feature shall not extend up to or above the highest roof eave of the structure. The roof ridge of the entry feature shall not extend up to or above the highest roof ridge of the structure.

d. In order to increase the entry's prominence, the entry shall have at least one of the following: sidelights; a glass transom; decorative detailing on the front door such as raised/recessed panels, arches, glazing, or wrought iron details; or similar features.

2. Garage Location

Garages shall be situated so that they are not the predominant design feature of the dwelling based on the following standards.

a. Front loading, front facing garages shall not project out from the front façade of the building.

b. Front loading, front facing garages shall not constitute more than 55 percent of the total width of the dwelling.

c. All front-loading, front facing garages shall incorporate at least two different architectural elements. However, garages recessed less than seven feet from the front façade shall incorporate four different architectural elements. Architectural elements may include balconies or other decorative overhangs above doors, columns flanking doors, decorative banding or moldings, detailed door designs with larger decorative brackets, windows/openings on garage doors, arches, decorative vent covers on a gable above the garage, sconce lighting, or similar elements.

Figure 5.15 Example of J-swing garage.

d. No more than two car bays may share a common garage door.

3. Additional Architectural Design Feature for Front Elevation

Variation in front elevations shall be used to add character and interest to communities. While some common elements may be shared, aspects such as color, material, detailing, landscaping, different floor plans, and different façade treatments shall be used to differentiate homes.

4. Roof Design

Roof design shall be varied to break up the mass and perceived bulk based on the following standards:

a. A minimum roof pitch of 6:12 shall apply to gable, hip, or shed roofs. This does not apply to portions of a roof that are separate from the structure's primary roof.

b. Flat roofs shall be screened by a parapet wall, capped by a three-dimensional cornice treatment.

c. Architectural styles that incorporate eaves shall have the eaves extend from the building wall at least 12 inches as measured horizontally on all facades. The Zoning Administrator may approve a shorter distance for roofs with a pitch of 12:12 or greater.

d. The use of proportionally designed dormers on the roof is encouraged where they are appropriate to the architectural style of the home.

e. The following materials are prohibited:

(i) Sheet metal (except standing seam metal),

(ii) Corrugated metal, and

(iii) Cement asbestos shingles.

5. Driveway

a. The driveway length of front loading, front facing garages shall be no less than 20 feet from the front property line. In case of communities with private streets, the 20-foot distance shall be measured from the edge of the sidewalk farthest away from the street and parallel to the street.

b. Parking pavement for the owners and their guests shall not exceed one-half of the area of the required front yard setback, or 600 square feet, whichever is less.

E. Building Design Standards Applicable to All Attached Single-Family Residential

1. Entry Features

Entry features shall meet the following design standards.

a. A dwelling shall include a covered front porch, stoop, recessed entry, or front courtyard at main entrances. An entry feature designed in accordance with the style of the dwelling unit is also acceptable.

b. The minimum area of a porch, stoop landing, recessed entry, or courtyard shall be 20 square feet.

c. No primary entrance of a dwelling unit shall be located on the second story of a structure.

d. The height of the main entry feature shall be scaled appropriately for the individual dwelling. On two-story homes, the roof eave of the entry feature shall not extend up to or above the highest roof eave of the structure. The roof ridge of the entry feature shall not extend up to or above the highest roof ridge of the structure.

e. In order to increase its prominence, the entry shall have at least one of the following: sidelights; a glass transom; decorative detailing on the front door such as raised/recessed panels, arches, glazing, or wrought iron details; or similar features.

2. Garage Location

Garages shall be situated so that they are not the predominant design feature of the dwelling based on the following standards:

a. Front loading, front facing garages shall not project out from the front façade of the building.

b. Front loading, front facing garages shall not constitute more than 60 percent of the total width of the dwelling.

c. All front-loading, front facing garages shall incorporate at least two different architectural elements. However, if the garage is recessed less

than seven feet from the front façade or flush with the front façade, it is required to incorporate enhanced driveway paving and three different architectural elements. Architectural elements may include balconies or other decorative overhangs above doors, columns flanking doors, decorative banding or moldings, multiple panel door designs or other architectural detailing with larger decorative brackets, windows/openings on garage doors, arches, decorative vent covers on a gable above the garage, sconce lighting, or similar elements.

d. Two-car garages shall have a separate door for each bay. Doors shall be separated by a masonry column.

3. Driveways

Driveways should be deep enough to provide sufficient room for vehicles to park without encroaching into the sidewalk to allow pedestrians and others to use the sidewalk.

a. The driveway length of front loading, front facing garages shall be no less than 20 feet from the front property line. In case of communities with private streets, the 20-foot distance shall be measured from the edge of the sidewalk farthest away from the street and parallel to the street.

b. Parking facilities shall not exceed 60 percent of the area between the property line and required setback on all street frontages.

4. Roof Design

Roofs and rooflines can add character and interest to a home. Details on a roof are important as they break up the mass and perceived bulk.

a. A minimum roof pitch of 4:12 applies to gable and hip roofs. This does not apply to portions of a roof that are separate from the structure's primary roof.

b. Flat roofs shall be screened by a parapet wall that is capped by a three-dimensional cornice treatment.

c. Architectural styles that incorporate eaves shall have the eaves extend from the building wall at least 12 inches, as measured horizontally, on all facades. The Zoning Administrator may approve a shorter distance for roofs with a pitch of 12:12 or greater.

d. The use of proportionally designed dormers on the roof is encouraged where they are appropriate to the architectural style of the home.

e. The following materials are prohibited.

(i) Sheet metal (except standing seam metal),

(ii) Corrugated metal, and

(iii) Cement asbestos shingles.

5. Anti-Monotony Standards for Townhouses

Variation in front elevations adds character and interest to communities. In order to avoid monotony, different floor plans and façade treatments should be utilized to give residences their own identity. While some common elements may be shared, aspects such as color, material, detailing, and landscaping can be used to differentiate homes. Compliance with the requirements listed below shall be reviewed as part of a required site plan before any building permit application is submitted. Townhouses shall incorporate variation to any façade of a building that faces a public road or private road by utilizing the following elements.

a. Variation in Building/Garage Placement

The façade shall satisfy at least one of the following:

(i) After at least every 30 feet of frontage, all façades shall incorporate wall offsets that have a differential in horizontal plane of at least two feet. The wall offsets may be in the form of projections or recesses. An offset is also required whenever there is a change in building material.

Figure 5.16 Variation in townhouse facades.

(ii) For at least 25 percent of the dwelling units, garages shall be oriented either to the side or to rear of the building.

b. Roof Variation

The façade shall satisfy at least one of the following:

(i) Changes in the roofline at intervals not exceeding 40 continuous feet in length, such as variations in roof pitch, overhangs, projections, exaggerated cornices, dormers, vegetated terraces, trellises, and extended eaves.

(ii) The gross floor area of upper story is smaller than the gross floor area of the lower story.

c. Architectural Design Features

The façade shall satisfy at least one of the following:

(i) Distinctive window patterns that are not repeated within groupings of up to four dwelling units.

(ii) Balconies, bays, box-outs, faux balconies, window overhangs, or secondary roof eaves with exaggerated projections and decorative supporting rafter beams.

(iii) Other architectural elements that the Zoning Administrator determines accomplish the objective of visually dividing the structure into smaller identifiable sections.

5.5.4. STANDARDS FOR MULTI-FAMILY RESIDENTIAL DWELLINGS

A. Purpose

The purpose of these standards is to improve the appearance and functionality of multi-family development, recognizing the importance of design in the economic success of urban areas, the need to be more efficient in the use of land, and the need to ensure the adequate protection of the surrounding area. These standards also are intended to:

1. Provide a distinctive architectural character in new multi-family residential developments that avoids featureless design, large building masses, and repetition of facades within a single development;

2. Promote sensitive design and planning of multi-family housing units that preserves or improves the characteristics of surrounding development;

3. Promote building design, placement, and orientation that contributes to a sense of neighborhood and community; and

4. Improve the quality of life of residents of multi-family residential dwellings.

B. Applicability

1. These standards are applicable to new construction or redevelopment of multi-family dwelling units and independent senior living facilities in all zoning districts, except the following:

a. Planned Development districts that have specific design standards,

b. Landmark Preservation (LPO) Overlay District, and

c. Conservation District overlays that have specific design standards.

2. This section is subject to the applicability standards of Section 5.1, *Applicability of this Article*.

C. Site Design and Building Organization

1. Access

a. New multi-family developments with 100 or more units shall take primary access from an arterial street and shall comply with the following standards:

(i) A minimum of one secondary point of ingress/egress into a multi-family development may be required for public safety access.

(ii) No vehicular access from a multi-family development shall be provided on a local street serving existing single-family detached development; however, secondary vehicle access for public safety vehicles may be provided onto local streets.

b. New multi-family development with fewer than 100 units may take primary access from a major collector street, if approved by the Zoning Administrator.

c. See Section 5.2.2.B.6, *Landscape at Site Entries for Multi-Family Developments* for site entry landscaping standards.

2. Building Orientation and Common Open Space

Common open space shall be provided in accordance with Section 5.10, *Common Open Space*, and this section.

a. Large open space should be the fundamental organizing element of the site. Common open space should be well defined by buildings and streets. Buildings should be oriented in such a way as to create courtyards and open space areas.

b. Large existing trees and other natural features should be integrated into the open space.

c. Common open space should be centralized and directly accessible to a majority of the surrounding units. Where possible, it should be linked to adjacent parks, paths, and open space areas.

d. The open space shall be useable areas and not riparian areas or slopes exceeding 3:1.

3. Site Amenities

In conjunction with the common open space requirements, all multifamily projects shall provide two or more site amenities listed below for the residents. Amenities shall be centrally located for a majority of the residents, and may be located within the common open space areas.

a. Swimming pool.

b. Sports courts, such as tennis, basketball, or volleyball.

c. Natural open space area with benches.

d. Jogging trails.

e. Fountains, art, or sculpture.

f. Other amenity as approved by the Zoning Administrator.

D. Building Separation For Multi-Family Development

1. Separation Required

a. In any district in which multi-family dwellings are permitted by this Code, the minimum spacing between buildings with walls that have openings for doors and windows on facades facing each other shall be as indicated in Table 5.5-1, below.

Table 5.5-1: Required Separation for Multi-family Development

Building Orientation	Minimum Separation (feet)
Face to Face	50
Face to End	30
Corner to Face or End	30
End to End	30

b. From building to building with walls that do not have openings, the minimum distance between buildings is 20 feet for one- and two-story buildings and 30 feet for three-story or taller buildings.

c. The minimum distance between buildings and freestanding garage buildings is 30 feet.

d. For purposes of measurement in this subsection, projections such as decks and bay windows shall not be counted.

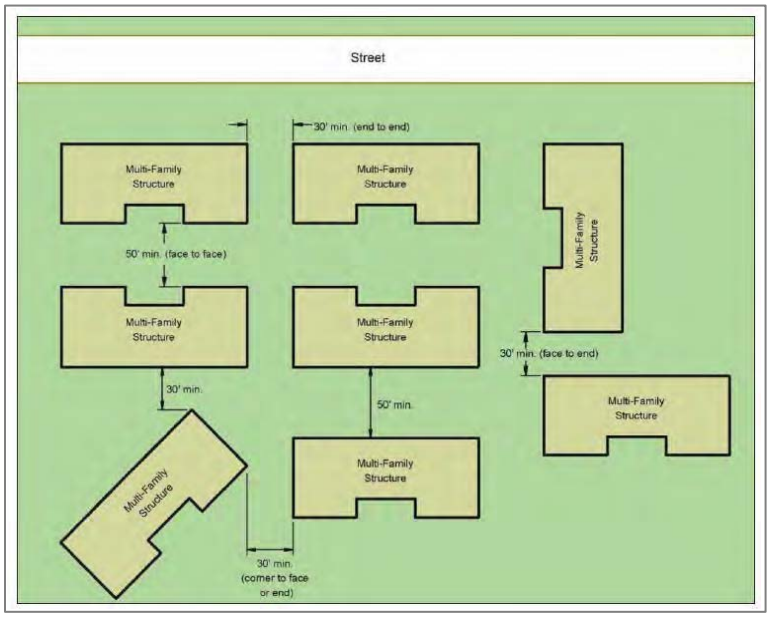


Figure 5.17 Description of separation requirements for multi-family buildings. Graphic is not intended to show a proposed layout of a multi-family development.

E. Off-Street Parking Location

a. At least half of the required number of parking spaces shall be provided in a parking structure, enclosed garage, or carport. At least 20 percent of the required number of parking spaces shall be located in an enclosed garage.

b. Parking areas or surface parking shall not be located between any building and the adjacent street, except for parking for the leasing office.

c. Garage entries, carports, parking areas, and parking structures shall be internalized in building groupings or oriented away from the street frontages.

d. Parking areas and freestanding parking structures (detached garages or carports) shall not occupy more than 25 percent of each perimeter public street frontage. Driveways and associated driving areas shall be included in calculating this percentage.

e. Surface parking areas shall be configured into subgroupings of 80 or fewer spaces to the maximum extent practicable as a means of dispersing parking across the site.

f. To the maximum extent practicable, freestanding parking structures that are visible from perimeter public streets shall be sited so that the narrow end of the parking structure is perpendicular to the perimeter street. Parking structures shall comply with applicable requirements of Section 5.4.9.I, *Parking Structures*.

g. In addition to the general requirements in Section 5.2.E, *Parking Lot Landscaping and Screening*, the following requirements shall apply:

(i) All surface parking shall be separated from any building by a landscaped strip of at least ten feet in width that includes a five-foot wide sidewalk, if required by the standards in Section 5.9.4, *Pedestrian Circulation*.

(ii) Double rows of parking shall be separated by a landscaped median of at least eight feet in width. The median may be curbless if wheelstops are provided in the parking spaces.

Figure 5.18 Curbless median with wheelstops

F. Building Design

1. 360-Degree Architecture

All sides of a multi-family building shall display a similar level of quality and architectural detailing as on the front elevation.

2. Building Mass and Articulation

a. Each elevation greater than 30 feet in length, measured horizontally, shall incorporate wall plane projections or recesses having a depth of at least 10 percent of the length of the façade, and extending at least 20 percent of the length of the façade.

b. The elevations of all multi-family buildings shall be articulated through the incorporation of at least six or more of the following:

(i) Balconies, a minimum of 25 square feet in area;

(ii) Bay or box windows;

(iii) Porches or covered entries that are proportional to the size of the building;

(iv) Dormers;

Figure 5.19 Multi-family structure with multiple design elements

(v) Awnings or canopies;

(vi) Structural offsets a minimum of four feet from the principal plane of the facade;

(vii) Accent materials such as brick, stone, or stucco with banding highlights;

(viii) Ornamental or decorative window grills and shutters;

(ix) Variation in window sizes and shapes;

(x) Vertical elements such as towers or building end-caps that demarcate building modules; or

Figure 5.20 Vertical building elements and modules

(xi) Other features as approved by the Zoning Administrator.

c. The height of any part of a multi-family building shall not exceed 40 feet if the building is located within 50 feet of a property zoned or used for single-family residential. Buildings and parts buildings located more than 50 feet away are not subject to height restrictions.

d. Multi-family buildings shall provide concentrated unit access points. Monotonous access balconies and corridors running the length of the exterior of a building are prohibited.

3. Roof Form

a. Multi-family residential buildings shall be designed to avoid any continuous roofline longer than 50 feet. Rooflines longer than 50 feet shall include at least one vertical elevation change of at least two feet.

b. The incorporation of a variety of roof forms is strongly encouraged. Upper-level residential floors may be incorporated into the roof form to reduce the apparent height and mass of buildings.

4. Vertical Articulation

a. The top floor of any building shall contain a distinctive finish, consisting of a cornice, banding, or other architectural termination.

b. For all structures three stories or more in height, the base (first 20 feet) of a building shall be distinguished from the remainder of the building by providing a minimum of three of the design elements listed above in subsection 5.5.F.2.b, above.

c. Multi-family buildings shall be designed to incorporate visually heavier and more massive elements at the building base, and lighter elements above the base. Upper stories shall not appear heavier or demonstrate greater mass than the lower stories of the building.

Figure 5.21 Base identified by design elements.

5. Building Length

The maximum length of any multi-family building shall be 180 feet.

6. Entry Design

a. To the maximum extent practicable, the primary entrance and façade of individual buildings within a residential development shall not be oriented towards parking, but shall be oriented towards:

(i) An abutting public street, or

(ii) Common open space, such as interior courtyards, parks, or on-site natural areas, or features with a clearly defined and easily accessible pedestrian circulation system.

b. Ground-floor units with frontage along the primary street shall have an entrance that faces the street. Multi-family buildings located with multiple street frontages shall provide entrances to units along each street frontage.

(i) Dwelling units above the ground floor shall have interior unit entrances, except that exterior stairs are permitted for access to upper-floor units only if they are oriented towards a central plaza not visible from any street.

Figure 5.22 Exterior stairs not visible

c. Stairwells and stairways shall be integrated into the design of the building.

7. Transparency

At least 25 percent of all walls facing a public street shall contain windows or doorways.

8. Design of Multiple Buildings

a. Developments with more than one multi-family building shall incorporate a variety of distinct building designs according to the scale of the development, as follows:

(i) 2-6 buildings: two models minimum;

(ii) 7-12 buildings: three models minimum; and

(iii) 13 or more buildings: one model per four buildings or portion thereof minimum.

b. Distinct building designs, as required above, shall be easily distinguished through a minimum of two of the following:

(i) A variation in length of 30 percent or more;

(ii) A variation in the footprint of the building of 30 percent or more;

(iii) A distinct variation in color and use of materials;

(iv) A variation in the type of dwelling unit contained in the building that results in a significantly different scale and mass, i.e., apartments vs. townhomes or duplexes; or

(v) A distinct variation in building height and roof form.

9. Garages and Carports

a. All garages and carports shall be located at the rear or side of the primary structure. Garages may be integrated into the building with the units.

Figure 5.23 Garages integrated into building.

b. All carports and garages shall be designed as an integral part of the architecture of the project. Garages and carports shall be constructed with compatible architectural treatments that match the main buildings (e.g., roof pitch, gable type and orientation, roof materials). Support columns for carports shall include a compatible masonry base.

Figure 5.24 Compatible carport design

c. Any enclosed parking structure shall be designed so that the only openings at street level are for auto or pedestrian circulation. The remaining street wall of the ground floor shall be wrapped by units or include façade treatments such as projections, recesses, niches, fenestration, or changes of materials or color.

10. Defensible Space

a. Crime Prevention Through Environmental Design (CPTED) best practices, including providing defensible space, opportunities for natural surveillance, territorial reinforcement, and access control, should be incorporated into site, building, and unit design.

b. The concept of private space and control of access points should be reinforced using low fences and landscaping, as appropriate.

c. Window placement between units should balance privacy and natural surveillance.

11. Trash and Storage Areas

a. In addition to the requirements of Section 5.3.3.E *Refuse Facility Screened*, the standards in this section shall apply.

b. Trash enclosures shall be internalized and oriented away from streets and residential areas. Enclosures should be located inside parking areas or at the end of parking bays. Enclosures should not be located adjacent to primary buildings.

c. Trash enclosures should be placed in locations for tenant convenience and pickup service.

Figure 5.25 Trash enclosure with compatible architectural design

d. Enclosures shall be architecturally compatible in design to the primary buildings on site using common colors, building materials, and roof materials.

12. Mailrooms and Other Accessory Structures

a. Mailrooms or mail kiosks may be incorporated into another building or separated from all other buildings by a minimum of 20 feet.

b. All mailrooms or accessory structures shall be architecturally compatible in design to the primary buildings on site using common colors, building materials, and roof materials.

G. Building Materials

1. Exterior Wall Materials

a. All exterior walls, including those of parking structures and garages, shall be finished with 100 percent of an approved material listed below. For purposes of this subsection, the calculation of material coverage shall not include doors, windows, chimneys, dormers, window box-outs, bay windows that do not extend to the foundation, or any exterior wall that does not bear on the foundation.

b. A minimum of two distinct building materials from the approved material list shall be utilized on all facades to provide architectural detail and interest.

c. For purposes of this section, approved materials shall be defined as:

(i) Stone or brick laid up unit by unit and set in mortar;

(ii) Exterior portland cement plaster (stucco) with three coats over metal lath or wire fabric lath;

(iii) Cultured stone, cast stone, or natural stone panels;

(iv) Architecturally finished block (i.e. burnished block or split faced concrete masonry units), only up to 4 feet above the foundation or surrounding grade;

Figure 5.26 Multiple materials on facade

(v) Exterior Insulation and Finish System (EIFS), but only for trim and eaves;

(vi) Cementitious fiberboard siding, provided that:

(1) It may only be used on multi-family structures that are three stories or less in height, and

(2) Each side of a structure may contain a maximum coverage of 50 percent cementitious fiberboard siding;

(vii) Metal cladding; or

(viii) Other material deemed appropriate for the architectural style, as approved by the Zoning Administrator.

2. Roofing Design and Materials

a. Asphalt shingles, composite or synthetic shingles, standing-seam metal, or tile roofs are allowed.

b. Pitched roofs, if provided, shall have a minimum pitch of 6:12 on single-story or two-story buildings, and a minimum pitch of 4:12 on buildings three-storeys or taller.

c. Other roof types shall be appropriate to the architectural style of the building.

d. Architectural elements that add visual interest to the roof, such as dormers and masonry chimneys are encouraged.

e. Flat roofs shall require parapet screening. Parapets shall be constructed of the same material as the primary façade.

3. Prohibited Materials

a. The following materials are prohibited as primary cladding or roofing materials:

(i) Aluminum siding or cladding,

(ii) Wood or plastic siding,

(iii) Unfinished concrete block,

(iv) Wood roof shingles, or

(v) Corrugated metal.

b. The use of wood is prohibited for trim, accents, or soffits, unless approved by the Zoning Administrator.

4. Awnings and Overhanging Eaves

Awnings and overhanging eaves may be constructed of industry-accepted metal, canvas, and woven vinyl.

5.5.5. RESIDENTIAL DESIGN STANDARDS FOR VILLAGE ON THE GREEN AT TIERRA VERDE

A. Compliance with Residential Design Standards

Residential development in the VG district shall comply with Section 5.5.3, *Standards for Single-Family and Two-Family Residential Dwellings*, except as otherwise specified in this section.

1. Garage Location

Front loading, front facing garages are prohibited in the VG district.

B. Dimensional Standards

Development in the VG district shall meet the dimensional requirements of Table 5.5-2, *VG Minimum Contiguous Acreage and Dwelling Unit Size*, and Table 5.5-3, *VG Dimensional Standards*. The measurement of minimum contiguous acreage shall be based on the approved preliminary plat of the development.

Table 5.5-2: VG Minimum Contiguous Acreage and Dwelling Unit Size

Number of Units per Acre	4.5	3.5	2.5	1.5	1.0	0.5
Minimum Contiguous Acreage	20	10	N/A	N/A	N/A	N/A
Minimum Dwelling Unit Size (sq. ft.)	2,250	2,250	2,750	2,750	N/A	N/A

Table 5.5-3: VG Dimensional Standards

	Residential	Non-Residential
Lot Dimensions (Minimum)		
Lot area (s.f.)	See Table 5.5-2	15,000
Lot width (ft)	50	--
Lot depth (ft)	100	--
Lot coverage (%)	40	40
Building Height (Maximum)		
Building height (ft)	40	40
Setbacks (Minimum)		
Front Setback (Street)	20	20
Side and/or Rear Setback (Street) (ft)	5	5
Private Access Easement or Alley (Fronting) (ft)	--	20
Private Access Easement or Alley (Side or Rear) (ft)	5	--
Garage Front Setback (ft)	20	--

Table 5.5-3: VG Dimensional Standards		
	Residential	**Non-Residential**
Interior Side and/or Rear Setback (ft)	5	30[1]
Notes: 1. Only when abutting residential uses, otherwise minimum setback is zero.		

C. Open Space

1. Common open space for public congregation and recreational opportunities are required for all residential subdivisions of 10 or more lots. All residential subdivisions must provide open space and trails according to the table below:

Table 5.5-4: VG Open Space Requirements						
Number of Units per Acre	**4.5**	**3.5**	**2.5**	**1.5**	**1.0**	**.5**
Common Open Space % Required	20	20	10	10	10	10
Contiguous Common Open Space % Required (private property)	15	15	5	5	5	5
Contiguous Common Open Space % Required (Tierra Verde Golf Club)	15	15	5	5	5	5
Trail Construction						
Trail Construction or Connection to Master Trail	Required					
If Trail Connection to Master Trail, then	5% decrease in open space					
Park Fees						
Park Fee Waiver Eligibility	NA	25%	50%	50%	100%	100%

2. Any development on land adjacent to the Tierra Verde Golf Club must provide required open space adjacent to the golf club.

a. Fencing of adjacent and/or contiguous properties shall consist of brick or wrought iron fence materials.

b. All developments adjacent and/or contiguous with public park property shall construct their portion of the trail system per Parks and Recreation Department trail standards and the Arlington Hike and Bike System Master Plan.

c. A reduction in open space requirements shall be allowed for open space contiguous to adjacent open space as designated by platting or adjacent to public property.

d. No common open space less than one-half (0.5) acre shall be counted towards open space credit.

e. Common open space shall be located behind any maximum setbacks and on private property.

f. Common open space shall be maintained by a private homeowners association or may be considered for dedication to the City.

D. Perimeter Streetscape Buffer Requirements

1. In order to maintain a rural character in the VG district, a perimeter streetscape buffer shall be required in accordance with the following table:

Table 5.5-5: VG Streetscape Requirements

No. Units/Acre	4.5	3.5	2.5	1.5	1.0	0.5
Perimeter Streetscape Buffer (ft) All frontage along minor and major collectors and all arterials, including right-of-way.	30*	30*	20	20	20	20
Perimeter Street Trees	Required 1 per 30 feet linear frontage					
Entry Features (landscaping and signage)	Required					

Notes: *This setback may be reduced to no less than 20 feet due to design considerations with approval from the Zoning Administrator.

2. The perimeter streetscape buffer shall be identified as open space lots on the plat. The open space lot shall be owned and maintained by a homeowners association.

3. All required screening fences shall be constructed of a combination of decorative wrought iron and masonry columns with landscaping or split rail fencing and landscaping.

4. The species of perimeter street trees is subject to approval by the Zoning Administrator.

E. Street Design

Table 5.5-6: VG Street Design

No. Units/ Acre	4.5	3.5	2.5	1.5	1.0	0.5
Street Design	Standard		Rural Standards May Apply			
Sidewalk Widths	Standard		Rural Standards May Apply			
Curvilinear Street Design	Required					

5.6. NON-RESIDENTIAL DESIGN STANDARDS

5.6.1. PURPOSE

The intent of this section is to establish design and development standards that foster high-quality, attractive, and sustainable non-residential development. The standards are intended to:

A. Protect and enhance the character and quality of commercial and industrial areas in Arlington;

B. Protect and enhance the long-term market value of property within Arlington;

C. Enhance the human and pedestrian scale of commercial and industrial developments and ensure compatibility between residential neighborhoods and adjacent commercial and industrial uses;

D. Mitigate negative visual impacts arising from the scale, bulk, and mass of large buildings and centers;

E. Promote building designs and construction practices that are sustainable and adaptable to multiple uses for extended building lifecycles; and

F. Balance the community's economic and aesthetic concerns.

5.6.2. APPLICABILITY

A. The general applicability standards in Section 5.1, *Applicability of this Article*, shall apply to this section.

B. These non-residential design standards shall apply to the following:

1. All new non-residential structures or existing non-residential structures expanded by 30 percent or more in gross square footage in all residential zoning districts and the LO, OC, NC, CC, GC, HC, BP, and DB zoning districts.

2. All new non-residential structures or existing structures expanded by 30 percent or more in gross square footage in the LI and IM zoning districts for land uses in the public and institutional and commercial uses categories, as described in Article 3, *Use Standards*.

3. In the event of an express conflict between a building design standard in this Section 5.6 and an overlay district, the standard for the overlay district shall control, as provided in Section 2.1.5, *Relationship to Overlay Districts*.

C. Mixed-use projects shall comply with the Section 5.6 and Section 5.7, *Mixed-Use Design Standards*.

D. Alternate building and site designs may be approved by the Zoning Administrator through the procedure described in Section 10.4.22, *Alternative Equivalent Compliance*.

5.6.3. SITE DESIGN AND BUILDING ORGANIZATION

A. Purpose

Site design standards address a development's relationship to its surrounding natural features and development patterns. They also address the relationship

between key elements within the site. Careful site design is critical to the success of non-residential projects, and the standards of this Section should be considered at the outset, and throughout, the design process. The standards of this Section are intended to:

1. Ensure development relates to the physical characteristics of the site;

2. Ensure building scale, orientation, and design relates to the surrounding uses and streets, and creates a cohesive visual identity and an attractive street scene;

3. Ensure site design for efficient pedestrian, bicycle, transit, and vehicular circulation patterns, and create a high-quality pedestrian environment;

4. Promote design environments built to human scale;

5. Ensure delivery, trash, and loading facilities are located so as not to impede regular vehicular and pedestrian circulation and access routes; and

6. Ensure safe and efficient access between buildings and parking areas.

B. Non-residential Contextual Front Setbacks

1. The front setback for infill development may be established as a range based on the locations of the primary structures on abutting lots in the same zone district located on the same street frontage as, and on each side of, the subject lot (i.e., two abutting lots set the range), as approved by the Zoning Administrator.

2. Development of a principal structure on the subject lot shall be set back no further from the primary street than the furthest front façade of the principle building on either of the two abutting lots, and shall be located no closer to the primary street than the closest front façade

C. Building Organization and Orientation

1. Individual Buildings

a. Development composed of one or two buildings shall be oriented so that the front façade faces the street from which the building derives its street address.

b. In cases where the long axis of a building is perpendicular to the primary street, the portion of the structure facing the primary street shall be configured with at least one or more windows that are transparent.

2. Multi-Building Organization

Development composed of three or more buildings shall be configured to:

a. Break up the site into a series of smaller "blocks" defined by on-site streets, vehicle access ways, pedestrian walkways, or other circulation routes; or

b. Frame the corner of an adjacent street intersection or entry point to the development; or

c. Frame and enclose on at least two sides parking areas, public spaces, or other site amenities; or

d. Frame and enclose outdoor dining or gathering spaces for pedestrians between buildings; or

e. On sites of 15 acres or more, frame and enclose a "main street" pedestrian or vehicle access corridor within the development site.

3. Entrance Orientation

The principal building entrance shall face the street providing the main access to the site. In cases where the principal entrance does not face the principal street, the entrance shall be connected to the street and adjacent parking areas with sidewalks that meet the shading requirements of Section 5.6.4.J, *Providing for Shade.*

Figure 5.27 Building entry directly from a street

4. Building Entry Design

a. All buildings shall have their primary entrance directly off the street or through a recessed area, courtyard, or plaza located adjacent to the street.

b. The primary entryway shall be readily apparent as a prominent architectural component from the street, thus creating a focal point. However, non-residential buildings with multiple tenants on the ground floor or multiple primary entrances shall have all entrances treated architecturally.

Figure 5.28 Building entry through a courtyard

c. Primary building entrances are to be defined and articulated with architectural elements such as pediments, columns, porticos, porches, and overhangs.

d. All ground-floor entrances shall be covered or inset. This requirement shall not apply to loading areas.

D. Transitions in Height and Mass

Transitions between non-residential structures and residential neighborhoods shall be provided by using a combination of the following techniques:

1. Concentrating the tallest buildings at the center of the site or along primary street frontages;

2. Stepping down the height of buildings along the shared lot line or street frontage to the average height of the adjacent residential structures; or

3. Providing gradual decreases in building height and mass (other than step-down, as described above) so that new structures have a comparable scale

as adjacent residential structures along the shared lot line or street frontage.

5.6.4. BUILDING DESIGN

A. Purpose

Building design directly influences the character and function of non-residential development. The standards of this Section are intended to:

1. Ensure that multi-building or phased commercial developments use compatible schemes of materials, colors, and architectural styles to ensure consistency;

2. Ensure that buildings are designed to a human scale; and

3. Encourage sustainable development by limiting the amount of resources necessary to construct and operate buildings and by designing buildings to be adaptable for multiple uses.

B. 360-Degree Architecture

All building elevations shall be architecturally finished with similar levels of materials and detailing (e.g., tiles, moldings, cornices, wainscoting, etc.). Blank walls void of architectural details or other variation are prohibited.

C. Building Mass

1. Horizontal Articulation

Buildings shall be designed to reduce apparent mass by dividing facades into a series of smaller components. No individual component shall have a length of more than 60 feet. Components shall be distinguished from one another through four or more of the following:

a. Variations in roof form or variations in roof height of two feet or more;

b. Changes in wall plane of 24 inches or more in width and depth;

c. Variations in the arrangement and recessing of doors and windows;

d. Recognizable changes in texture, material, or surface colors;

e. Decorative columns; or

f. Minimum ten-foot parapet return.

2. Vertical Articulation

a. Buildings greater than two stories or taller than 20 feet shall be designed to reduce apparent mass by including a clearly identifiable base, middle, and top, with horizontal elements separating these components.

b. A well-defined cornice or fascia shall be located at the top of the storefront and at the roofline.

c. The component described as the middle shall constitute a minimum of 50 percent of the total building height.

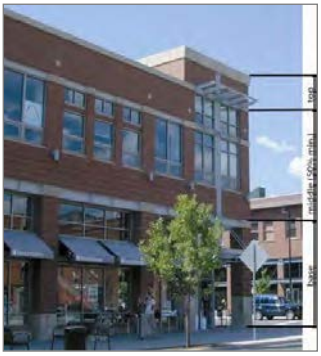


Figure 5.29 Example of horizontal articulation (left) and vertical articulation (right)

3. Other Techniques

Buildings should incorporate other techniques to divide further large building facades, including the following:

a. In large stores with internal functions (e.g., coffee shop, deli, florist), buildings should include a minor storefront with a separate entrance. Large uses (e.g., grocery stores, department stores, warehouse stores) should include multiple entrances.

b. Architectural elements including projecting volumes, windows, balconies, loggias, canopies, pediments, and moldings that break up the mass of the building are encouraged.

c. Building design should avoid oversimplified, one-dimensional facades that lack human scale.

d. Design articulation should not apply evenly across the building facade, but should be grouped for greater visual impact, employing changes in volume and plane.

e. Enhancement of long unadorned walls may be accomplished with:

(i) Light and shade design elements,

(ii) Recesses and projections,

(iii) Vertical accents or focal points,

(iv) Murals or sculptures,

(v) Masonry texture features, or

(vi) Landscaping.

D. Design Elements

1. Structures 20,000 square feet or less shall include a minimum of four of the architectural design features listed below. Structures over 20,000 square feet shall include a minimum of six of the architectural design features listed below:

a. Canopies, awnings, arcades, covered walkways, or porticos;

b. Recesses, projections, columns, pilasters projecting from the planes, offsets, reveals, or projecting ribs used to express architectural or structural bays;

c. Varied roof heights for pitched, peaked, sloped, or flat roof styles;

d. Articulated cornice line;

e. Arches;

f. Display windows, faux windows, or decorative windows;

g. Architectural details (such as tile work and molding) or accent materials integrated into the building façade;

h. Integrated planters or wing walls that incorporate landscaping and sitting areas or outdoor patios;

i. Integrated water features; or

j. Other architectural features approved by the Zoning Administrator.

2. The dominant primary cladding material shall be used on at least 20 percent of the wall area of the side elevations of the structure.

3. All service and aesthetic attachments to buildings shall be designed to complement the buildings they serve in terms of their color and/or material. This includes such items as railings, walls, conduits, ladders, stack pipes, drain spouts, and similar items.

Figure 5.30 Examples of recesses and projections.

E. Architectural Accent Features

In addition to the design elements required by 5.6.4.D above, to add detail to a building's facade, a minimum of three of the following accent features are required:

1. Overhang eaves,

2. Banding,

3. Pilasters,

4. Articulated parapets,

5. Cornices,

6. Columns,

7. String courses,

8. Projecting windows,

9. Window sills,

10. Rustication,

11. Lintels, and

12. Porches.

Figure 5.31 Architectural accent feature examples.

F. Roof Design

1. Roofline Articulation

Variations in rooflines shall be used to add interest and reduce the scale of large buildings. Roof features shall complement the character of the overall development.

Figure 5.32 Examples of acceptable roof design.

2. Flat Roofs

Flat roofs shall include parapets that adhere to articulation requirements for the main face of the structure. The average height of the parapet shall not exceed 15 percent of the height of the supporting wall, unless rooftop equipment cannot be sufficiently screened. A three-dimensional cornice treatment is encouraged for parapets. Parapets shall look complete from all sides if visible at any distance from the ground. Parapets shall be constructed of the same material as the primary façade.

3. Overhanging Eaves

Overhanging eaves shall extend at least two feet past the supporting walls.

4. Roof Pitch

Pitched roofs shall have a minimum pitch of 4:12 for all structures. This requirement excludes roofs for entries and dormers.

5. Architectural Elements

Architectural elements that add visual interest to the roof, such as dormers and masonry chimneys, are encouraged.

6. Roof Materials

a. Sloped or pitched roofs shall be constructed of asphalt shingles, synthetic shingles, standing seam metal, or tile. Flat roofs may be constructed of any industry-standard material, unless prohibited by this section.

b. Wood shingles, corrugated metal, tar paper, and brightly colored asphalt shingle roof materials are prohibited on all roof types.

G. Awnings, Canopies, Arcades, and Overhangs

Structural awnings are encouraged at the first-floor level to enhance articulation of the building.

1. The material of awnings and canopies shall complement the building.

2. Awnings shall not be internally illuminated.

3. Canopies shall not exceed 40 linear feet without a break.

4. Awnings shall not extend more than five feet over the public sidewalk, unless otherwise approved by the Zoning Administrator, up to a maximum of 10 feet, and are in keeping with the architectural style of the building.

5. Canopies shall respect the placement of street trees and lighting.

6. All large canopies that require structural columns for support shall be completely faced with an approved finish material measured from the finished grade to the canopy roof. Materials used on columns and canopies shall be complementary to the building.

Figure 5.33 Examples of building canopy and awning.

H. Unified Design

1. If a building or center has a primary architectural theme, that theme should be used around the entire building. This can include, but is not limited to, the use of tile accents, stucco designs, awnings, cornice treatments, stepped parapets, trellises or arbors with live plant material, textured materials such as stone or brick, planters, or colored panels.

2. The architectural design within a multi-building development of structures (including freestanding outparcel structures) shall be organized around a consistent architectural theme in terms of the character, materials, texture, color, and scale of buildings. Themed restaurants, retail chains, and other franchise-style structures shall adjust their standard architectural model to be consistent with a development's architectural character.

3. All buildings in a single development, whether developed at a single time or in phases, shall share at least four architectural features in order to create continuity within the overall development. These features include, but are not limited to, the following:

a. Overhangs,

b. Canopies or porticos,

c. Recesses or projections,

d. Arcades,

e. Raised corniced parapets over the entrance,

f. Roof style and materials,

g. Arches,

h. Outdoor patios,

i. Tower elements (at strategic locations),

j. Display windows,

k. Integral planters that incorporate landscaped areas or seating areas,

l. Water features, and

m. Public art or sculptures.

Figure 5.34 Visual continuity between buildings.

I. Building Materials and Colors

1. Wall Materials

a. All exterior walls, including parking structures, garages, and accessory structures shall be finished with 85 percent of an approved material. A maximum of 15 percent of each elevation may include accent materials not listed on the approved material list.

b. No single building material shall cover more than 80 percent of the front building façade.

Figure 5.35 No single material covering more than 80% of front facade

c. The approved material coverage calculation shall not include doors, windows, chimneys, dormers, window box-outs, bay windows that do not extend to the foundation, or any exterior wall that does not bear on the foundation.

d. Approved materials shall be defined as:

(i) Native stone, brick, or tile laid up unit by unit and set in mortar;

(ii) Stucco (exterior portland cement plaster with three coats over metal lath or wire fabric lath);

(iii) Cultured stone or cast stone;

(iv) Architecturally finished block (i.e. burnished block, split faced concrete masonry units, or architecturally finished tiltwall);

(v) Architecturally finished pre-cast wall that is profiled, sculptured, or provides three dimensional interest;

(vi) Poured-in-place concrete wall;

(vii) Composite aluminum cladding such as Alucobond;

(viii) Exterior Insulation and Finish System (EIFS) located at least four feet above grade and not more than 20% of the facade; and

(ix) Architectural glass of less than 25 percent reflectance.

Figure 5.36 Architectural materials.

e. The rear façade of a building that is adjacent to an industrial use may be constructed with tiltwall concrete, concrete block, or aggregate concrete in addition to the materials permitted in this subsection 5.6.4.I.

f. Structures 20,000 square feet or less shall require a minimum of two distinct building materials from the approved material list be utilized on all facades to provide architectural detail and interest.

g. Structures over 20,000 square feet shall require a minimum of three distinct building materials from the approved material list be utilized on all facades to provide architectural detail and interest.

Figure 5.37 Example of facade design.

2. Awnings and Overhanging Eaves

Awnings and overhanging eaves may be constructed of industry-accepted metal, canvas, and woven vinyl.

3. Prohibited Materials

The following materials are prohibited as exterior cladding or roofing materials:

a. Aluminum siding or cladding,

b. Galvanized steel or other bright metal,

c. Wood or plastic siding,

d. Cementitious fiberboard,

e. Unfinished or smooth concrete block/masonry units or concrete wall,

f. Exposed aggregate,

g. Wood roof shingles, and

h. Reflective glass.

4. Façade Colors

Facade colors shall be low reflectance, subtle, neutral, or earth tone colors. The use of metallic colors, black, or fluorescent colors is prohibited.

J. Providing for Shade

1. All development shall provide shaded internal pedestrian walkways along at least 50 percent of all building facades adjacent to or facing streets, outdoor gathering spaces, or parking areas.

2. On sites of 15 acres or more developed or redeveloped as a single project, shaded sidewalks between structures shall constitute a minimum of 30 percent of the sidewalks within sites containing multiple buildings.

3. Buildings should be oriented to minimize direct solar exposure on the primary building façade and areas of high pedestrian activity.

K. Transparency and Glazing

1. At least 25 percent of all walls facing a public street shall contain windows or doorways.

2. Windows shall not be installed from sidewalk grade to 24 inches high, unless approved by the Zoning Administrator. Divided-light windows are encouraged.

L. Gateways

Buildings located at entrances to a development demarcate a gateway that will create an overall identity, set the tone for the development, and mark arrival or entry.

1. Structures at major entry points of a development with three or more structures shall be organized along the street and at the intersection to create a gateway.

2. Architectural attachments shall be incorporated into the facades of buildings, and be placed at major entry points, to help emphasize arrival or entry into the development. These features may include, but are not limited to:

Figure 5.38 Appropriate gateway building.

a. Eaves,

b. Planters,

c. Mounted signs (where they do not conflict with the Federal and Texas Highway Beautification Acts),

d. Pilasters,

e. Tower elements,

f. Water features, or

g. Arcades.

M. Construction of Building Elements Spanning Public Right-of-Way

A specific use permit may be requested for an enclosed building element that spans a public right-of-way provided:

1. The structure is intended for connecting buildings to convey people or materials across a public street,

2. No structural supports are located in rights-of-way, and

3. An agreement is executed with the City prior to permitting for the use of right-of-way.

5.7. MIXED-USE DESIGN STANDARDS

5.7.1. PURPOSE

These standards are intended to promote compact, pedestrian-friendly, and transit-supportive patterns of development in mixed-use areas of the city; to guide the organization of mixed-use development in a variety of contexts; and to minimize the visual effects of parking within mixed-use areas. These standards are supplemental to the non-residential design standards and are intended to promote distinct design and sense of place that strengthen mixed-use areas as signature developments.

5.7.2. APPLICABILITY

All mixed-use development in the NMU, RMU, DB, DNO, and EDO districts that is subject to Article 5 based on Section 5.1, *Applicability of this Article*, shall also comply with the non-residential development and design standards in Section 5.6, *Non-Residential Design Standards* and the standards of this section. In the event of conflict, the standards of this section shall control.

5.7.3. USES

The following standards shall apply within the mixed-use districts:

A. Mix of Uses

To provide for a balance of commercial, office, residential, and civic uses, new developments in the mixed-use districts shall include a mix of two or more distinct types of permitted uses.

B. Required Mix of Uses—Sites 50,000 Square Feet or Larger

All developments on sites that exceed 50,000 square feet of gross floor area shall include at least one use from the Commercial Uses category, as identified in Table 3.1-2, *Allowed Uses – Non-Residential and Mixed-Use Districts*.

C. Ground-Floor Uses

The incorporation of retail shops and/or restaurants is encouraged at the street level to promote a more active environment for pedestrians and to support residential and office uses located within the same building (on upper floors) or nearby. This configuration of uses is particularly encouraged along major street frontages as well as adjacent to major public spaces, where a high level of activity and visibility is desirable. If a limited portion of a structure's ground level will be devoted to retail or restaurant space, such space should be located along those façades adjacent to or most visible from primary street frontages or major pedestrian walkways.

5.7.4. SITE DESIGN AND BUILDING ORGANIZATION

A. Minimum Development Street Frontage/ Build-to-Line

A minimum of 60 percent of each development's total building street frontage along a major arterial shall be located at the minimum front setback line for that district. The remaining 40 percent may be set back farther. This percentage may be changed for infill or redevelopment where existing, measurable standards differ from this

requirement. In those locations, the new structure shall have a street face in keeping with the context of surrounding structures.

B. Architectural Setback Encroachments

Any architectural feature may encroach up to five feet from the building face into the setback area, unless otherwise approved by the Zoning Administrator, and provided such feature is compatible with the architectural style of the building. No poles or supporting columns are permitted in the street right-of-way. These features may include, but are not limited to:

1. Stairs, stoops, and porches;

2. Chimneys;

3. Awnings and overhangs, which shall provide a minimum of nine feet of clearance above grade;

4. Canopies;

5. Eaves;

6. Tower elements;

7. Pilasters;

8. Bay windows, which shall provide a minimum of 10 feet of clearance above grade and may be no more than 10 feet in width;

9. Mounted signs; or

10. Balconies, which may have roofs but are required to be open and provide a minimum of 10 feet of clearance above grade.

C. Streetfront Building Setbacks

Setback areas are intended to be occupied by sidewalks, landscaping, outdoor dining areas, street amenities, kiosks, and other similar permitted uses and structures.

D. Throughway Zone

At all times, the throughway zone shall remain clear of any obstructions.

E. Building Corner Treatments

Buildings shall be designed to reinforce a strong corner condition at street intersections in order to emphasize a “street wall,” in which block closure along the street edge is a definitive characteristic of the development. Buildings shall also be designed to accommodate required visibility triangles without compromising the corner design.

Figure 5.39 Acceptable building corner treatments.

5.7.5. BUILDING DESIGN

A. Maximum Building Length

Buildings shall not exceed 250 feet in length without an unconnected physical separation of at least 15 feet between another building. This separation shall mark the location of a small pedestrian walkway, allowing a walkable connection to residential and parking areas behind commercial and retail mixed-use frontage buildings. In areas where shorter building lengths are common, a new structure shall match the average building length of the adjacent two structures. If an adjacent lot is empty, the average shall be created based on the closest three buildings on the same street face.

1. The pedestrian walkway shall be lighted and designed to be safe and visually interesting for pedestrians.

2. The pedestrian walkway shall be designed so that it cannot be closed or locked.

3. The pedestrian walkway shall be designed to connect separate buildings or link to customer parking.

B. Building Height

To ensure a minimum level of street-wall volume consistency, all buildings shall have a minimum height of 20 feet measured above finished grade to the top of roof structure.

C. Mixed-Use Residential Entry Features

All units with frontage along the primary street shall have an entrance that faces the street. Mixed-use buildings with multiple street frontages shall provide entrances to units along each street frontage.

1. Exterior entrances from a public sidewalk or common open space are permitted for dwelling units on the ground floor. These entrances shall be raised from the finished ground-floor level of the sidewalk a minimum of two feet.

2. Dwelling units above the ground floor shall have interior unit entrances, except that exterior stairs are permitted for access to upper-floor units only if they are oriented towards a central plaza not visible from any street.

D. Transparency

1. At least 40 percent of any ground-floor wall that faces or is visible from a public street, a right-of-way, or a park shall contain display areas, windows, or doorways. Windows shall be unobstructed and allow views into working areas or lobbies, pedestrian entrances, or display areas. Blank walls are prohibited.

2. At least 20 percent of walls above 20 feet that face a public street shall contain windows.

5.8. OVERLAY DISTRICT DESIGN AND DEVELOPMENT STANDARDS

5.8.1. ENTERTAINMENT DISTRICT OVERLAY | EDO

A. Applicability

1. Section 5.1, *Applicability of this Article*, shall apply to the EDO overlay.

2. This section is applicable to development in the EDO overlay in addition to Section 5.6, *Non-residential Design Standards*, and Section 5.7, *Mixed-Use Design Standards*.

3. Construction of single-family, two-family, and multi-family residential dwellings in the EDO overlay shall comply with Section 5.5, *Residential Design Standards*.

4. Change in Use

In the EDO overlay district, any change in use, as determined from the Use Table in Article 3, *Use Standards*, shall comply with the following where applicable:

a. Section 5.2.3.E, *Parking Lot Landscaping and Screening*, for the entire site.

b. The following subsections of Section 5.3, S*creening, Buffering, and Fences,* for the entire site:

(i) Subsection 5.3.1, *Residential Screening and Buffering*;

(ii) Subsection 5.3.2, *Mechanical and Utility Equipment Screening*; and

(iii) Subsection 5.3.3, *Screening of Service, Loading, and Storage Areas*.

(iv) Section 5.4, *Off-Street Parking and Loading*, for the entire site, if the change triggers a recalculation of parking requirements (See Section 5.4.2.B, *Expansions and Enlargements*).

c. If the structure is either non-residential or mixed-use, compliance with Section 5.6, *Non-residential Design Standards*, or Section 5.7, *Mixed-Use Design Standards*, as applicable, but only for the following items:

(i) Façade colors for the building, and not just the tenant space;

(ii) Covered entryways for that tenant space; and

(iii) Street tree standards for the entire frontage.

d. Article 7.13, *Entertainment District Overlay,* as pertinent to signs for that tenant space and any site signs.

5. The following are excepted from the EDO overlay :

a. Construction within a Major Sports Complex;

b. Six Flags and Hurricane Harbor, excluding the perimeter of the amusement and water parks and office properties;

c. Section 7.16, *Major Sports Complex Sign Standards*;

d. The "Major Sports Complex" chapter of the Code of the City of Arlington.

B. Land Uses

1. Permitted Uses

Subject to the provisions of Section 3.1, *Tables of Allowed Uses*, any use permitted in the applicable underlying base zoning district may be permitted the EDO overlay district, with the following conditions:

a. Restaurants with drive-through windows require approval of a Specific Use Permit.

b. Overnight parking facilities are subject to Section 3.2.3.E.

2. Prohibited Uses

Any use not explicitly allowed in Table 3.1-1, *Table of Allowed Uses – Residential Districts*; and 3.1-2, *Table of Allowed Uses – Non-Residential and Mixed-Use Districts*, is prohibited in the EDO district. In addition, the following uses are prohibited in the entire EDO district:

a. HUD Code manufactured home/mobile home

b. Halfway house

c. Correctional facility

d. Animal production

e. Crop production

f. Auto service center

g. Auto repair garage, major

h. Surface parking lots as a primary use

i. Hotel, limited service

j. Residence hotel

k. Secondhand goods store

l. Bail bond service

m. Gun range (indoor)

n. Salvage yard (indoor)

o. Salvage yard (outdoor)

C. Intent of Design and Development Standards

The design and development standards in the EDO district are classified into two categories: private realm and public realm.

1. The private realm is composed of buildings, site development, and private open spaces. Standards are intended to help strengthen the overall quality and character of development in the Entertainment District.

2. The public realm contributes immeasurably to the quality of life in a community. It is where the community meets, gathers, shops, works, and recreates. It consists of those places that people have unlimited and direct access to including streets, sidewalks, walkways, parks, and public open spaces.

D. Private Realm Design and Development Standards

1. Applicability

The following standards are applicable in the private realm of the EDO district.

2. Front Building Setbacks

The following setbacks are applicable within the EDO district:

Table 5.8-1: EDO Front Building Setbacks

Street Type	Minimum (ft)	Maximum (ft)[1]
Major Arterial	5	9
Minor Arterial	7	9
Major or Minor Collector	5	7
City or Local Street	5	11
Mews	5	7
Interstate frontage roads	12	24
Notes:		

[1] If an existing utility easement is deeper than the maximum setback, the setback may be increased to the edge of the utility easement farthest from the front property line.

3. Minimum Development Street Frontage/Build-to-Line

a. A minimum of 60 percent of each development's total building street frontage along a major arterial shall be located at or within the range of front building setbacks.

b. This percentage may be adjusted for infill or redevelopment to accommodate site constraints. Infill or redevelopment projects shall have a street face in keeping with the context of surrounding structures.

4. Minimum Building Height

In order to ensure a minimum level of street-wall volume consistency, all buildings shall have a minimum height of 20 feet measured above finished grade to top of the roof structure. This standard does not apply to single-family or two-family residential structures.

5. Maximum Building Length

Buildings shall not exceed 250 feet in length without an unconnected physical separation of at least 15 feet in width between another building. A covered pedestrian walkway may be provided in the building separation area that creates a walkable connection to residential and parking areas behind commercial and retail mixed-use frontage buildings.

6. Exterior Illumination

a. Intent

Illumination of buildings is required to promote the safety of all pedestrians and discourage "dead spaces" within the urban environment. Exterior illumination also provides a unique architectural opportunity to highlight the unique characteristics of the Arlington Entertainment District.

b. General Standards

(i) Exterior lighting for internal roads, private streets, entrance drives, and parking areas shall be designed to provide uniform illumination with low glare, using equipment that does not detract from the building's design.

(ii) The use of lighted bollards along pedestrian routes and at building entrances is encouraged.

c. Illumination Location

(i) Appropriate illumination shall be required on all exterior building walls that face streets, walkways, and parking areas.

(ii) To create visual interest Special care shall be given to the lighting design for all facades facing public sidewalks.

(iii) Floodlighting of building facades is prohibited. Highlighting of specific portions of a building for functional, aesthetic, or security purposes is expected, and lighting shall be indirect.

(iv) Indirect wall lighting, "wall washing", overhead down lighting, or interior illumination that spills outside is encouraged.

(v) Uplighting of plants to cast shadows on wall surfaces or to highlight special landscaping is encouraged, provided light sources are concealed.

7. Fenestration

The ground floor level of each elevation of all non-residential and mixed-use buildings that face or front upon any public right-of-way, pedestrian way, parking lot, park, or residentially zoned area, shall be comprised of a minimum of 40 percent windows or doors.

8. Fences

a. Fences and gates that exceed four feet in height shall not extend beyond the front facade of the building.

b. Chain link and vinyl are prohibited materials for fencing and gates. Wood fences are prohibited except as interior privacy fences for single-family residences.

c. Fencing along sidewalks and public right-of-way shall comply with Section 5.3.4.B., *Fencing in Non-Residential and Mixed-Use Districts*.

E. Public Realm Design and Development Standards

1. Applicability

The following standards are applicable in the public realm of the EDO district.

2. Street Framework and Streetscape Design Standards

a. Intent

The intent of these standards is to create a street framework that supports a high level of connectivity, provides development flexibility over time, and encourages pedestrian activity. The key design features that are necessary to create the characteristics within the public realm include:

(i) Street patterns based on a small scale grid system of interconnected streets;

(ii) Continuity of sidewalks along each street;

(iii) Crosswalk demarcation at street intersections;

(iv) Wide sidewalks with shade trees;

(v) Parallel and head-in parking to protect pedestrians from traffic movement, except along Collins Street, upon review and approval by the Zoning Administrator; and

(vi) Narrow street cross sections and neck downs at crosswalks.

b. Roadside Design

The roadside extends from the face of the building or edge of the private property to the face of the curb, and is that portion of a street that accommodates both social and business activity. The roadside consists of the following four distinct functional zones, which shall be designed as follows:

(i) Frontage Zone

(1) The frontage zone shall contain private street furniture, signage, merchandise displays, and similar items, and may be used for sidewalk cafes.

(2) The frontage zone shall be at least two feet in width, and may be located on private property.

(ii) Throughway Zone

(1) Continuous sidewalks are required along all thoroughfares.

(2) A clear pedestrian zone with a minimum width of five feet shall be provided in residential areas and six feet shall be provided in commercial and mixed-use areas.

(iii) Furnishing Zone

(1) Items that shall be located in this zone to minimize impact on the throughway zone include: street trees, planting strips, street furniture, utility poles, sidewalk vaults, newspaper racks, cabinets, traffic signal cabinets, fire hydrants, bicycle racks, and similar items.

(2) The minimum width of this zone is five feet, but installing pedestrian bulb-outs may be used where appropriate to increase sidewalk space.

(iv) Edge Zone

(1) The edge zone is required for all streets that allow on-street parking, but is not required on local streets and mews.

(2) Accessories or landscaping shall be at least two feet wide to facilitate the door swing of a parked car and prevent conflicts with elements within the furnishing zone. Parking meters, however, may be placed in this zone.

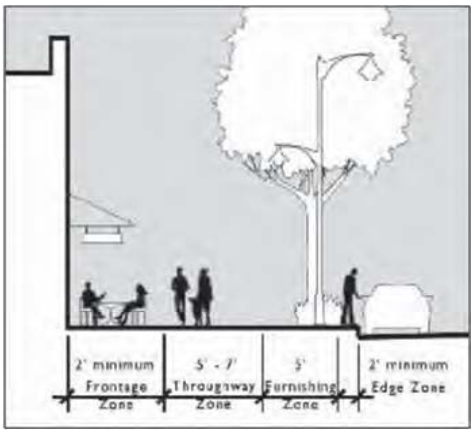


Figure 5.40 General roadside functional zones.

Figure 5.41 Illustrative uses in roadside functional zones.

c. General Requirements

(i) Owners shall be responsible for providing sidewalk design and streetscape improvement features identified in this subsection, unless such improvements are part of a public project.

(ii) If the required right-of-way dedication is less than the minimum required width of the streetscape, excluding the frontage zone, the additional area shall be provided on private property through a sidewalk easement. For example: A commercial property on a major collector requires at least a 13-foot streetscape (six-foot wide

sidewalk/throughway zone, five-foot wide furnishing zone, and two-foot wide edge zone), but the right-of-way available is only 10 feet. The additional three feet shall be provided on private property through a sidewalk easement.

Figure 5.42 Example of sidewalk design.

(iii) Roadside design construction shall be complete before occupancy.

(iv) If driveways or other improvements necessitate the removal of any existing trees, the trees must be relocated to another site within the landscape setback or several trees of the same category and equaling the total caliper inches of the trees removed must be planted elsewhere within the setback area.

(v) Within 30 days, existing trees that die or are severely damaged shall be replaced by trees equaling the total caliper inches of trees removed.

(1) If the total number of caliper inches required cannot be accommodated where the existing tree was removed, then the trees may be located elsewhere within the project site.

(2) If there is not room on the project site to accommodate replacement trees, the Zoning Administrator shall work with the applicant to identify alternative amenities on site, such as street furniture, planters, or public art.

3. Street Typology

a. Arterials and Collectors

Streets and rights-of-way shall conform to the Thoroughfare Development Plan, as amended, the *Design Criteria Manual*, and the standards in this Code.

b. Mews

(i) The right-of-way for a mews shall be 48 feet.

(ii) On-street parallel parking may be provided at specific locations, and may be located in between street trees.

(iii) Curbs are not required along mews.

(iv) Street trees shall be placed in planter leave-outs of five feet by five feet in size spaced on average every

Figure 5.43 Mews.

35 feet. Planters shall be screened with a 12-inch tall ornamental steel fence or brick edge.

4. Intersections and Crosswalks

a. Intersections shall be compact and minimize crossing distance and crossing time. They shall also minimize exposure to traffic, encourage pedestrian travel, and increase safety.

b. If block lengths exceed 400 feet, mid-block crossings shall be required at a minimum distance of 150 feet from an intersection. The Zoning Administrator may determine that mid-block crossings are not required where there are sufficient opportunities for pedestrian movement.

Figure 5.44 Compact intersection.

5. Street Trees

Street trees are utilized to provide a sense of separation between pedestrians and vehicles, define space, soften hard edges of the built environment, provide shade to pedestrians and vehicles, and minimize the heat island effect created by large areas of paved surfaces. Street trees shall be provided as follows:

a. All street trees shall be planted at an average of 30 feet on center along all major arterials and at an average of 35 feet on center for all other types of streets.

b. All required street trees shall have a minimum caliper of four inches and be at least 10 feet in height at the time of installation.

c. Street trees shall not be located closer than 15 feet from a street lamppost.

d. Street trees may be of the same species along both sides of each street on a block.

e. Street trees shall be centered within a minimum five-foot by five-foot irrigated tree well or in at least five-foot wide tree lawn. The tree lawn shall also have a minimum five-foot wide stepping path centered between trees. Street trees shall be centered a minimum distance of four feet from the back of the curb.

f. Tree wells may be constructed either as raised tree curb pits covered with ground cover plant material or flush grate tree pits covered by ornamental tree grates or paver grates.

g. Ornamental tree guards are permitted.

Figure 5.45 Street trees centered in extended paved surface and in a tree lawn.

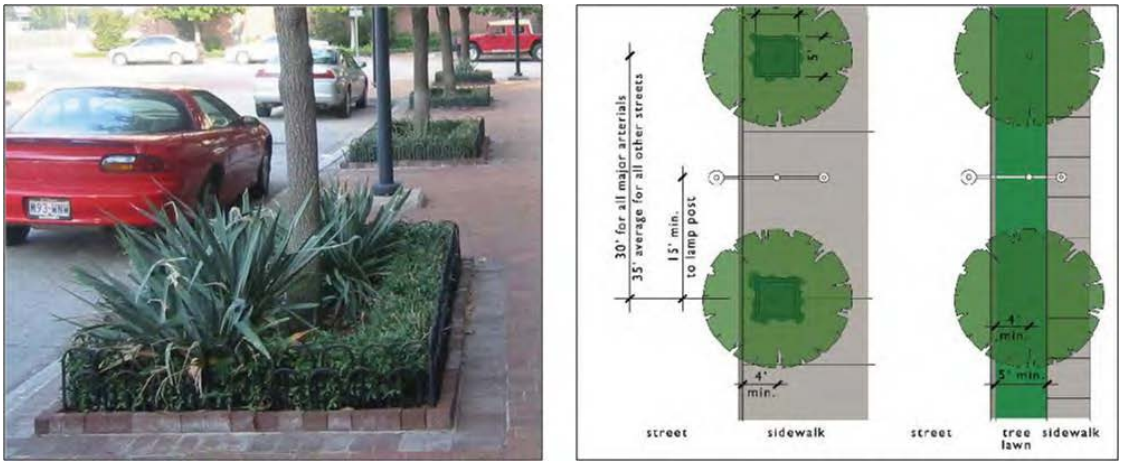


Figure 5.46 Ornamental tree guard and raised tree curb (left), and tree well and tree lawn landscaping (right).

6. Median Landscaping

a. The use of drought-tolerant plant materials is required for all landscaped medians.

b. Any combination of trees, shrubs, and ornamental grasses shall be used in medians. Species shall be selected from the plant list approved by the Zoning Administrator.

c. Irrigated turf shall not be permitted.

d. Trees shall be spaced a maximum of 30 to 40 feet on center.

Figure 5.47 Median landscaping.

7. Ground Cover, Shrubs, and Flowers

Plantings provide seasonal color, direct circulation, and serve as a buffer between pedestrians and automobiles. In addition, these areas help soften the street environment along the street edge.

a. Tree lawns shall be planted in the furnishing zone with sod or low groundcover not exceeding six inches in mature height.

b. In areas where high pedestrian traffic warrants additional paving, the area reserved for tree lawns may be paved with brick, flagstone, or concrete pavers between required street trees.

8. Parks and Open Spaces

a. Intent

Publicly accessible private parks and open space organize and reinforce neighborhood structure and help create an identity for the Entertainment District. These spaces offer a wide variety of passive and active recreational experiences ranging in size and type, but together they create an integrated system enhancing livability, natural appearance, and ecological values while providing gathering places and interaction opportunities for the community. Type and character of park and open space should be influenced by its surrounding uses (e.g. retail, office, high or low density residential) and prospective user groups (e.g. workers, shoppers, and children). In addition to the standards in Sections 5.10, *Common Open Space*, and 6.7, *Linear Parks*, the following standards apply in the EDO District.

b. Required Dimensions

(i) A maximum of 30 percent of area required to be devoted for public park or open space may be provided on an enclosed or sheltered ground floor level or rooftop terrace, provided the space meets all other requirements of these standards. For a mixed-use building, up to 50 percent of open space may be provided on an enclosed or sheltered ground floor level or rooftop terrace.

(ii) No space or area less than six feet wide in any direction shall be counted as public park or open space.

c. Location and Design

(i) Public parks and open spaces shall be visible and easily accessible from public areas such as building entrances and adjacent streets and sidewalks.

(ii) Active uses such as retail, cafes, restaurants, higher density residential, and office uses that provide pedestrian traffic shall be considered as appropriate uses to line public parks and open spaces. Furthermore, the building facades for these uses should define and visually enclose open space as an outdoor room.

(iii) Publicly accessible places to sit shall be provided and may be both formal and informal, including park benches, garden walls,

monumental stairs, moveable chairs, landscape elements such as boulders, fountain edges, and sculpture pieces.

(iv) All outdoor spaces shall provide:

(1) A minimum of one tree from the approved plant list for each 1,000 square feet of park/open space.

(2) A minimum of 25 linear feet of seating shall be provided for every 1,000 square feet of park/open space.

(3) One trash receptacle for each 5,000 square feet of park/open space.

(4) Public art and water features are encouraged to be incorporated into each park/ open space.

9. Public Realm Accessories

The following public realm accessories shall be provided within frontage and/or furnishing zones along all streets. Such amenities shall be provided at the same time as street trees. Accessories shall not be required along predominantly single-family residential streets and mews.

a. Lighting

(i) Lighting is intended to provide clarity of vehicular and pedestrian movement without needlessly lighting adjacent properties or developments.

(ii) Lighting shall have intensities and uniformity ratios in accordance with the most current recommended practices of the Illuminating Engineering Society of North America (IESNA).

(iii) All lighting shall be focused downward and cut-off shields shall be required where needed to prevent light from spilling onto adjoining properties or rights-of-way.

(iv) Lighting shall be controlled by a photocell or seasonally adjusted timer switch.

(v) Lighting fixtures that have been identified as non-operable shall be returned to an operable state within 72 hours.

Figure 5.48 Example of downward focused lighting.

b. Exterior Illumination

(i) Lighting may include string lighting in trees or uplighting in a tree lawn, tree grate, or planting bed.

(ii) Uplighting shall be waterproof, directional, and use fixtures that shield the light source from passing vehicles and pedestrians.

Figure 5.49 Examples of nighttime lighting and appearance.

c. Pedestrian and Vehicular Lighting

(i) Thoroughfare and pedestrian lighting shall be designed to provide uniform illumination with coordinated fixtures and cut-off luminaries selected from a single family or type of design (Kim Lighting or an approved equivalent).

(ii) All fixtures shall be selected for compatibility with the architecture and with the lighting design of adjacent parcels.

(iii) Street lighting for boulevards shall be located on medians. The mounting height of twin-fixture pole shall be 30 feet. Generally, the spacing is 150 feet to 200 feet determined by photometric study to obtain uniform distribution of light per IESNA standards. The poles shall be constructed at the center of the median unless underground utilities prevent such installation. The poles shall have the capacity to accommodate twin-arm vertical banner signs.

(iv) Pedestrian lighting for boulevards shall be located along sidewalks, and within frontage or furnishing zones. Poles shall be located at least four feet from the back of the curb and at an average interval of 90 feet. Lighting shall be centered between streets trees and placed at an average of 15 feet from street trees. The mounting height of the single fixture pole shall be 12 feet. The poles shall have the capacity to accommodate single-arm vertical banner signs that facing the sidewalk side.

(v) A combination pole with pedestrian and street lighting shall be provided on non-boulevards. They shall be located within the furnishing or frontage zone, at least four feet from the back of the curb and at an average interval of 90 feet. They shall be centered between streets trees and placed at an average of 15 feet from street trees. The mounting height of the pole shall be 20 feet, at

which level both the street light and the pedestrian light bracket will be installed. The poles shall have the capacity to accommodate single-arm vertical banner signs that face the sidewalk side.

(vi) Pedestrian lighting for park trails and pedestrian bridges shall be located close to the edge of the trail at an average interval of 90 feet. The mounting height of the pole shall be 12 feet. The poles shall have the capacity to accommodate twin-arm vertical banner signs.

Figure 5.50 Recommended lighting for streets and pedestrians.

(vii) Suspended cable lights may be used for animating and down-lighting pedestrian passages, open structures, mews, and other exterior locations. Cable lights must be suspended between building faces, poles or other types of hanging structures at a minimum height of 16 feet above the finished sidewalk grade. The specification of the fixture shall be complementary to the pedestrian lighting.

Figure 5.51 Suspended cable lighting.

d. Traffic Signal

All exposed surfaces of the signal shall be painted with black powder coat, consistent with the street and pedestrian light posts. In addition, black silhouette blades/back plate, designed per the Manual on Uniform Traffic Control Devices standards, shall be added to each signal to eliminate glare and inconsistent separation between signal and pole.

10. Public Realm Street Furniture

a. Intent

Benches, trash receptacles, bike racks, and newsstands, which add character and help create functional and appealing outdoor spaces for public use, shall be required. The inclusion of well-designed and appropriately located street furniture can transform an unpleasant and

poorly utilized area into an area that will attract users and promote outdoor activity. It is very important to organize street furniture so that it is clear of pedestrian movement yet easily accessible. The following are examples of acceptable standards for such equipment. Final approval of accessories shall be made by the Zoning Administrator.

b. Street Furniture Standards

(i) Location

Street furniture shall be located within the frontage zone and/or within the furnishing zone, subject to Zoning Administrator approval.

(ii) Maintenance Agreement

The Zoning Administrator may require a maintenance agreement and Easement Use Agreement for street amenities located within the right-of-way.

(iii) Benches

(1) Benches shall be located near street lamps, building entries, or bike racks, and parallel to buildings or perpendicular to buildings (where benches face each other) within the furnishing zone and/or within the frontage zone, when space allows.

(2) Benches shall be spaced at a minimum distance of 90 feet along mixed-use major thoroughfares and at a minimum distance of 180 feet along all other thoroughfares not predominantly serving single-family residential uses.

(3) Benches shall be one of the following models or an approved equivalent:

(a) Victor Stanley Model No. C-10 (with back) or Model No. C-7 (without back)

(i) Cast iron frame components painted VS Black with Philippine mahogany wood finish, or reinforced recycled plastic slats with cherry finish.

(ii) Eight feet in length with center steel armrest, or five feet in length without armrest.

(iii) Surface mounted

(b) Victor Stanley Model No. FB-324

(iv) All fabricated metal components shall be steel shot blasted, etched, phosphatized, preheated, and electrostatically power coated with TGIC polyester black powder coatings.

(v) Eight feet in length with bolt-on center fabricated armrest, or five feet in length without armrest.

(vi) Surface mounted

(iv) Trash Receptacles

(1) Trash receptacles shall be easily accessible for pedestrians and trash collection.

(2) Trash receptacles shall be firmly attached to paving to avoid vandalism.

(3) Trash receptacles shall be designed in two pieces. The inner container shall ensure easy trash pickup and removal, and an outer shell shall blend aesthetically with other streetscape elements.

(4) Trash receptacles shall be spaced at a minimum distance of 90 feet along major thoroughfare.

(5) Trash receptacles shall be a Victor Stanley Ironsides Series Model SD 35 side door with S-2 Formed Dome Lid, or an approved equivalent. Color/finish shall be VS Black, size of standard capacity, and surface mounted.

(v) Bike Racks

(1) Bike racks shall be located near building entrances or street lamps.

(2) Bike racks shall be sited in all commercial, retail areas, and all cycling destinations as near to the immediate destination as possible. The bike racks shall be in full public view and easily accessible from the cycle path, sidewalk and/or road. The siting of bicycle racks shall not impede wheelchair or pedestrian access.

(3) Bike racks shall be one of the following models or an approved equivalent:

(a) Victor Stanley Model No. BK 3. Color/finish shall be VS Black, size of three arcs, and surface mounted.

(b) Victor Stanley Model No. BK 6. Color/finish shall be VS Black, size of one arc, and surface mounted.

(vi) News Racks

(1) Newspaper racks shall be clustered together and are allowed in predominantly mixed-use, commercial, and retail areas. A maximum of one grouping shall be allowed every 600 feet or every two block lengths, whichever is less.

(2) Racks shall be painted a neutral background color.

(3) Where possible, racks shall be placed against the building facade in order to leave a clear pedestrian zone.

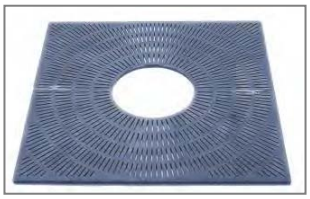
(vii) Flagpoles

(1) Flagpoles at retail or office establishments shall not exceed 20 feet in height.

(2) Exterior flags are restricted to the United States and State of Texas flags. No company advertising flags are permitted.

(3) Flags shall not exceed four feet by six feet in size.

(viii) Tree Grates and Tree Guards



(1) Along streets where intensity of use may make raised tree pits or tree lawns impractical, street trees shall be centered within irrigated tree wells constructed as flush grate tree pits covered by paver grates.

(2) Ornamental tree guards and tree fences are permitted.

(3) Tree grates shall be Urban Accessories Model No. Tree Grates KIVA or an approved equivalent. Color and finish shall be cast iron. Size shall be five feet by five feet with pre-drilled holes and vandal-proof bolts.

Tree guards shall be Urban Accessories Model No. Tree Guard OT or an approved equivalent. Color and finish shall be cast iron.

(ix) Bollards

(1) Bollards are to be used to protect trees and help define lanes where there are no curbs.

(2) Bollards shall be Urban Accessories Model No. Bollard San Francisco or an approved equivalent. Color and finish shall be Black Semi-Gloss power coat finish. Size shall be six-, eight-, or 14-inches wide, and two- to three-feet in height.

5.8.2. AIRPORT OVERLAY | APO

A. Controlled Area

The area within which airport land use compatibility controls may be instituted, as defined by V.T.C.A., Local Government Code, Section 241, shall be defined as the controlled area. The controlled area is located outside the Airport boundaries and within an area measured no farther than one and one-half statute miles from the centerline of the Arlington Municipal Airport runway and lines no farther than five statute miles from each end of the paved surface of the runway.

B. Approach Zones

1. Runway Zone

a. Runway 16

Approach zone is established beneath the approach surface at ends of Runway 16 of the airport for nonprecision instrument landings and take-offs. The inner edge of the approach zone shall have a width of 1,000 feet, which coincides with the width of the primary surface at a distance of 200 feet beyond each end of the runway, widening thereafter uniformly to a width of 3,500 feet at a horizontal distance of 10,000 feet beyond each end of the primary surface, its centerline being the continuation of the centerline of the runway.

b. Runway 34

Approach zone is established beneath the approach surface at the end of Runway 34 of the airport for precision instrument landings and take-offs. The inner edge of the approach zone shall have a width of 1,000 feet which coincides with the width of the primary surface at the distance of 200 feet beyond each end of the runway, widening thereafter uniformly to a width of 16,000 feet at a horizontal distance of 50,000 feet beyond each end of the primary surface, its centerline being the continuation of the centerline of the runway.

2. Transition Zones

Transition zones are hereby established beneath the transition surface adjacent to each runway and approach surface indicated on the Airport Height Limitations Map dated December 6, 2002. Transition surfaces, symmetrically located on either side of runways, have variable widths and extend outward and upward at right angles to the runway centerline, with the runway centerline extended at a slope of seven to one from the sides of the primary surface and the sides of the approach surfaces.

3. Horizontal Zone

The area beneath a horizontal plane 150 feet above the established airport elevation, the perimeter of which is constructed by swinging arcs of 10,000 feet radii from the center of each end of the primary surface of runway 16/34 and connecting the adjacent arcs by lines tangent to those arcs.

4. Conical Zone

The area beneath the conical surface extending outward and upward from the periphery of the horizontal surface at a slope of 20 to 1 for a horizontal distance of 4,000 feet.

5. Primary Surface

The surface longitudinally centered on a runway. When the runway has a specially prepared hard surface, the primary surface extends 200 feet beyond each end of that runway. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline. The width of a primary surface for other than utility runways is 500 feet for nonprecision instrument runways having visibility minimum greater than three-fourths (¾) statute mile.

C. Airport (APO) Overlay Zones

In order to implement the intent of this Code, the APO district hereby includes four overlays within the controlled area and shown on the official zoning map as follows:

1. Airport Overlay 1 (APO-1) is that area within the controlled area and located interior to airport flight tracks and beyond the 65 DNL noise contour.

2. Airport Overlay 2 (APO-2) is that area within the controlled area and between the 65 DNL and 70 DNL noise contours.

3. Airport Overlay 3 (APO-3) is that area within the controlled area and between the 70 DNL and 75 DNL noise contours.

4. Airport Overlay 4 (APO-4) is that area within the controlled area and inside the 75 DNL noise contours.

D. Height Limitations

Except as otherwise provided in this Code, no structure shall be erected, altered or maintained, and no tree shall be allowed to grow in any zone created by this Code to a height in excess of the applicable height limitations established for such zone. Such applicable height limitations are hereby established for each of the zones as follows:

1. Approach Zones

a. Runway 16

One foot in height for each 34 feet in horizontal distance beginning at the end of and at the elevation of the primary surface and extending to a point 10,000 feet from the end of the primary surface.

b. Runway 34

One foot in height for each 50 feet in horizontal distance beginning at the end of and at the elevation of the primary surface and extending to a point 10,000 feet from the end of the primary surface; thence slopes upward one foot in height for each 40 feet along the extended runway centerline.

2. Transition Zones

Slope seven feet outward for each foot upward beginning at the sides of and at the same elevation as the primary surface and the approach surface, and extending to a height of 150 feet above the airport elevation, which is 630 feet above mean sea level.

3. Horizontal Zone

Established at 150 feet above the airport elevation, or a height of 780 feet above mean sea level.

4. Conical Zone

Slopes 20 feet outward for each foot upward beginning at the periphery of the horizontal zone and at 150 feet above the airport elevation and extending to a height of 350 feet above the airport elevation.

5. Excepted Height Limitations

Nothing in this Code shall be construed as prohibiting the growth, construction, or maintenance of any tree or structure to a height up to 50 feet above the surface of the land.

E. Flight Tracks

The boundaries of the Airport Overlay 1 are established in an area internal to surrounding flight tracks at the Arlington Municipal Airport and located beyond the 65 DNL noise contour. Flight tracks indicate the general areas where aircraft fly over on departures and arrivals. Flight tracks at the Arlington Municipal Airport are determined by aircraft travel from the north or south depending on prevailing winds. In no event shall the boundaries of Airport Overlay 1 extend beyond the controlled area of the Arlington Municipal Airport.

F. Noise Contours

Airport Overlays 2 through 4 shall correspond as nearly as practical to the different noise contours within the controlled area and surrounding the Arlington Municipal Airport. These noise contours are plotted in increments of 5 DNL on the official zoning maps, and said noise contours hereby establish the boundaries of these Airport noise overlay zones. In no event shall the boundaries of Airport Overlays 2 through 4 extend beyond the controlled area.

G. Split Parcels

In the event a parcel lies either within more than one airport overlay, or only a portion lies within the APO district, the provisions of the most restrictive overlay are applicable to the entire parcel of property except when:

1. It is determined by the Zoning Administrator that a structure is located within a single overlay, in which case the provisions of that single overlay shall apply to that structure; or

2. It is determined by the Zoning Administrator that a structure is located outside the APO district, in which case the provisions of the standard zoning district in which that structure is located shall apply.

H. Compatible Uses

Compatible uses within each Airport Overlay Zone are hereby established as shown in Table 5.9-1, *Compatible Land Uses*. Some land uses require the achievement of specific noise reduction levels in the design and construction of structures, consistent with the "Construction Chapter" of the Code of the City of Arlington.

Table 5.9-1: Compatible Land Uses

Classification	Public Assembly Safely Area	Moderate Noise Exposure	Significant Noise Exposure	Severe Noise Exposure
Airport Overlay Districts	APO-1	APO-2	APO-3	APO-4
Average Sound Level (DNL)	Less than 65	65 to 70	70 to 75	70 - above
Land Uses				
Aviation Related Uses				
Airport and Support Facilities	Y	Y	Y	Y
Flight Training	Y	Y	Y	Y
Manufacturing/Repair	Y	Y	Y	Y
Wholesale/Retail (including incidental uses)	Y	Y	Y	Y
Other Aviation-Related Uses	Y	Y	Y	Y
Residential				
Dwelling, Single Family Detached	Y	N	N	N
Dwelling, Townhouse | Duplex | Single-Family Attached	Y	N	N	N
Dwelling, Multi-family | Live-Work Dwelling	Y	25	N	N
Lodging Facilities	Y	25	N	N
Mobile Home Parks	Y	N	N	N
Public				
Educational Facilities; Hospitals	N	N	N	N
Nursing Homes | Religious Assembly	N	N	N	N
Day Care Centers*	N	N	N	N
Cultural, Entertainment, and Recreational				
Recreation and Entertainment, Outdoor	Y	Y	N	N
Recreation and Entertainment, Indoor	N	N	N	N
Outdoor Music Shells | Amphitheaters	N	N	N	N
Outdoor Sports Arenas	N	N	N	N
Major Tourist Attraction	Y	Y	N	N
Golf Courses	Y	Y	(1)	(2)
Parks	Y	Y	N	N
Commercial				
Personal Services	Y	Y	25	30
General Retail	Y	Y	25	30
Building and Landscape Materials and Lumber Sales	Y	Y	(1)	(2)
Automotive Repair	Y	Y	(1)	(2)
Manufacturing				
Manufacturing, General	Y	Y	(1)	(2)
Custom and Craft Work	Y	Y	25	30
Contract Construction Services	Y	Y	(1)	(2)
General Wholesale	Y	Y	(1)	(2)

Table 5.9-1: Compatible Land Uses				
Classification	**Public Assembly Safely Area**	**Moderate Noise Exposure**	**Significant Noise Exposure**	**Severe Noise Exposure**
Airport Overlay Districts	APO-1	APO-2	APO-3	APO-4
Average Sound Level (DNL)	Less than 65	65 to 70	70 to 75	70 - above
Land Uses				
Utilities	Y	Y	(1)	(2)
Agricultural Services				
Agriculture and Ranching	Y	(3)	(4)	(5)
Key to Symbols				
N (No)	Land uses and related structures are prohibited.			
Y (Yes)	Land uses and related structures are permitted.			
25, 30	Land uses and related structures are compatible; measures to achieve noise reduction level of 25 or 30 decibels must be incorporated into design and construction of structures as specified in the "Construction" Chapter of the Code of the City of Arlington.			
(1-5)	Land uses and related structures are compatible; conditions must be satisfied consistent with the designated note (1-5) at the end of this Table			
*	Day Care Centers in existence on the effective date of this section, June 28, 1995, are exempt from the provisions of this section.			

Table 5.9-1 Notes:

1. Permitted when noise level reduction measures of 25 Db are incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas, or where normal noise level is low.

2. Permitted when noise level reduction measures of 30 Db are incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas, or where normal noise level is low.

3. Permitted as primary use only when noise level reduction measures of 25 Db are incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas, or where normal level is low. Associated residential buildings are permitted when noise level reduction measures of 25 Db are incorporated into the design and construction of the dwellings.

4. Permitted as primary use only when noise level reduction measures of 30 Db are incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas, or where normal level is low. Associated residential buildings are permitted when noise level reduction measures of 30 Db are incorporated into the design and construction of the dwellings.

5. Permitted as primary use only when noise level reduction measures of 30 Db are incorporated into the design and construction of portions of these

buildings where the public is received, office areas, noise sensitive areas, or where normal level is low. Associated residential buildings are prohibited.

I. Use Restrictions

Notwithstanding any other provisions of this Code, no use may be made of land or water within any zone established by this section in such a manner as to create electrical interference with navigational signals or radio communication between the airport and aircraft; make it difficult for pilots to distinguish between airport lights and other lighting; result in glare in the eyes of pilots using the airport; impair visibility in the vicinity of the airport; create bird strike hazards; or otherwise in any way endanger or interfere with the landing, taking off, or maneuvering of aircraft intending to use the airport.

J. Nonconforming Uses

1. Regulations Not Retroactive

The regulations prescribed by this Code shall not be construed to require the removal, lowering, or other change or alteration of any structure or tree not conforming to the regulations as of the effective date of this section, or otherwise interfere with the continuance of any nonconforming use. Nothing herein contained shall require any change in the construction, alteration, or intended use of any structure, the construction or alteration of which was begun prior to the effective date of this section, and is diligently prosecuted.

2. Marking and Lighting

Notwithstanding the preceding provision of this section, the owner of any nonconforming structure or area is hereby required to permit the installation, operation, and maintenance hereon of such markers and lights as shall be deemed necessary by the Airport Manager to indicate to the operators of aircraft in the vicinity of the airport, the presence of such airport hazards. Such markers and lights shall be installed, operated, and maintained at the expense of the City.

K. Permits

1. Future Uses

Except as specifically provided in subsection (a) and (b) below, no material change shall be made in the use of land, no structure shall be erected or otherwise established, and no tree shall be planted in any zone hereby created unless a permit therefore shall have been applied for and granted. Each application for a permit shall indicate the purpose for which the permit is desired, with sufficient particularity to permit it to be determined whether the resulting use, structure, or tree would conform to the regulations herein prescribed. If such determination is in the affirmative, the permit shall be granted. No permit for use inconsistent with the provisions of this section shall be granted unless a variance has approved in accordance with Section 5.8.2.K.4, *Variances.*

a. In the area lying within the limits of the horizontal zone and conical zone, no permit shall be required for any tree or structure less than 75

feet of vertical height above the ground, except when, because of terrain, land contour, or topographic features, such tree or structure would extend above the height limits prescribed for such zones.

b. In areas lying within the limits of the approach zones, but at a horizontal distance of not less than 4,200 feet from each end of the runway, no permit shall be required for any tree or structure less than 75 feet of vertical height above the ground, except when such tree or structure would extend above the height limit prescribed for such approach zones.

Nothing contained in any of the foregoing exceptions shall be construed as permitting or intending to permit any construction, or alteration of any structure, or growth of any tree in excess of any of the height limits established by this section except as permitted by variance in Section 5.8.2.K.4, *Variances*.

2. Existing Uses

No permit shall be granted that would allow the establishment or creation of any airport hazard or permit a nonconforming use, structure, or tree to be more or become higher, or become a greater hazard to air navigation, than it was on the effective date of this section or any amendments thereto or than it is when the application for a permit is made. Except as indicated, all applications for such permit shall be granted.

3. Nonconforming Uses Abandoned or Destroyed

Whenever the Zoning Administrator determines that a nonconforming structure or tree has been abandoned or more than 80 percent torn down, physically deteriorated, or decayed, no permit shall be granted that would allow such structure or tree to exceed the applicable height limit or otherwise deviate from the zoning regulations.

4. Variances

Requests for variances to APO district regulations may be made to the Zoning Board of Adjustment in compliance with Section 10.4.7, *Zoning Variances and Appeals.*

Any person desiring to erect or increase the height of any structure, or permit the growth of any tree, or use his property, in violation of the regulations prescribed in this ordinance, may apply to the Zoning Board of Adjustment for a variance from such regulations in question. The application for variance shall be accompanied by a determination from the Federal Aviation Administration as to the effect of the proposal on the operation of air navigation facilities and the safe, efficient use of navigable airspace. Such variances shall be allowed where it is duly found that a literal application or enforcement of the regulations will result in unnecessary hardship and the relief granted would not be contrary to the public interest, but do substantial justice, and be in accordance with the spirit of this Code.

5. Obstruction Marking and Lighting

Any permit or variance granted may, if such action is deemed advisable by the Zoning Administrator or the Zoning Board of Adjustment to effectuate the purpose of this section and be reasonable in the circumstances, be so conditioned as to require the owner of the structure or tree in question to allow the Airport Manager or to install, operate, and maintain, at the expense of the City, such markings and lights as may be necessary.

L. Enforcement

It shall be the duty of the Zoning Administrator to administer and enforce the regulations prescribed herein. Application for permits shall be made to the Zoning Administrator upon a form published for that purpose. Applications required by this section to be submitted to the Zoning Administrator shall be promptly considered and granted or denied. Applications for variances shall be made to the Zoning Board of Adjustment by first filing said application for variance with the Zoning Administrator who shall transmit said application to the Zoning Board of Adjustment for determination.

M. Appeals

Requests for appeals to decisions of the Zoning Administrator in the enforcement of this ordinance may be made in compliance with Section 10.4.7, *Zoning Variances and Appeals*.

5.8.3. LANDMARK PRESERVATION OVERLAY DISTRICT | LPO

A. Parking Regulations

Section 5.4.3, *Off-Street Parking Standards*, shall apply to all properties where parking is required in the LPO district. Minimum parking requirements do not apply to properties located in the LPO district when:

1. A new use locates within an existing building and does not require more than 30-percent expansion of said building; and,

2. The Zoning Administrator determines that reducing the number of parking spaces required would:

a. Be necessary to encourage or promote the purposes of the LPO district;

b. Not create an on-street parking problem; and,

c. Not constitute a threat to public safety.

B. Supplemental Regulations

Buildings, structures, sites, and areas in the LPO district shall be subject to the following regulations:

1. Certificates of Appropriateness

No person or entity shall construct, reconstruct, alter, change, restore, remove, or demolish any exterior architectural feature of a building or structure located in the LPO district unless application has been made to the Landmark Preservation Commission for a Certificate of Appropriateness, and such a Certificate has been granted pursuant to Section 10.4.9,

Landmark Preservation District Certificate of Appropriateness. The Certificate of Appropriateness guidelines below shall be used to determine the appropriateness of any proposed exterior changes. The term "exterior architectural feature" shall include but not be limited to the kind, color, and basic texture of all exterior building materials, and such features as windows, doors, lights, signs, and other exterior fixtures.

a. Certificate of Appropriateness Guidelines

(i) Facades

(1) Recommended

Using original material type, if available, when repairing or restoring the façade.

(2) Not Recommended

(a) Creating false facades.

(b) Painting brick that is historically unpainted.

(c) Stripping and staining wood that is historically painted.

(ii) Windows

(1) Recommended

(a) Using old windows as a guide for the replacement of entire windows. Using the same material (if available). If like material is not available, a compatible substitute material may be used (such as a window that is non-metallic in color) that is as similar as possible to the original window.

(b) Installing interior storm windows with airtight gaskets, ventilating holes, and/or removable clips to insure proper maintenance and to avoid condensation damage to historic windows.

(c) Installing exterior storm windows that do not damage or obscure the historic windows and frames.

(2) Not Recommended

(a) Changing the number, location, size, or glazing pattern of windows.

(b) Cutting new openings for windows, or installing replacement sash that does not fit the historic window opening.

(c) Changing the historic appearance of windows through the use of designs, materials, finishes, or colors which radically change the sash, depth of reveal, and muntin configuration (the cross pieces dividing the panes of glass); the reflectivity and color of the glazing; or the appearance of the frame.

(d) Stripping windows of historic material.

(e) Removing or blocking in a window or replacing a window with one that does not convey the same visual appearance.

(f) Installing new floors or lowering ceilings that cut across the glazed areas of the windows so that the exterior form and appearance of the windows are changed.

(g) Removing or radically changing windows, such that the overall historic character is diminished.

(h) Obscuring windows with historic trim with metal, solar screens, or other material.

(iii) Porches and Entrances

(1) Recommended

(a) Using large sheets of glass that are recessed behind the existing scrollwork, post and balustrades (a section of low "fencing" consisting of intermittent supporting posts and horizontal rails with balusters or crossbars in between) for porch enclosures.

(b) Using the remaining feature as a guide for replacement if the porch or entrance is destroyed or deteriorated beyond repair. It may also be restored based on historical, pictorial, and physical documentation, or on a new design that is compatible with the historic character using the same type materials if the original material type is not available.

(2) Not Recommended

(a) Enclosing the porch or entrance using wood or masonry.

(b) Altering or removing stoops or hand-rails.*

(c) Lowering the porch elevation to grade.

(d) Removing porch railings or replacing railings using a different material type.*

(e) Reconfiguring steps.*

*Unless required by the American with Disabilities Act or other applicable codes.

(iv) Building Site

(1) Recommended

(a) Retaining the historic relationship between building, landscape features, and open space, including driveways, walkways, lighting, fencing, signs, benches, plants and trees, berms, and archeological features that are important in defining the history of the site.

(b) Replacing features of the building that are not repairable with a comparable material only if the original type is no longer available.

(c) Leaving rafter tails exposed (the ends of the roof support beams).

(2) Not Recommended

(a) Replacing historic features with new features that do not convey the same appearance.

(b) Introducing site elements that are out of scale or otherwise inappropriate.

(c) Locating a parking facility directly adjacent to a historic building without physical and visual buffers where automobiles may cause damage to the building or landscape features or be intrusive to the building site.

(v) Additions

(1) Recommended

(a) Designing new additions in a manner that makes clear what is historic and what is new. Additions should be compatible but not identical to the historic structure.

(b) Locating the attached exterior addition at the rear or on an inconspicuous side of the building. The setback should be a minimum of 10 feet from the primary façade and should not be more than 50 percent of the square footage of the existing footprint and 50 percent of the existing dimension of the primary façade.

(2) Not Recommended

(a) Creating new addition designed such that it cannot be differentiated from the historic building

(b) Using the same wall plane, roofline, cornice height, materials, lap siding, or window type to make additions appear to be a part of the historic building.

(vi) Accessory Buildings

(1) Recommended

Locating the attached accessory building at the rear or on an inconspicuous side of the historic building.

(vii) Pools

(1) Recommended

Placing swimming pool or spa in the rear of the historic building so as not to be visible from the front of the building.

(2) Not Recommended

(a) Placing a swimming pool or spa on the side or front of a historic building such that the addition can be seen from the street.

(b) Displacing historic landscaping.

(viii) Wrought Iron

(1) Not Recommended

(a) Installing wrought iron security bars for doors and windows.

(b) Installing post and railing as a historical feature replacement on the historic building

(ix) Roof

(1) Recommended

Installing a roof that is comparable to the historical features of the home, provided there is not undue financial burden and the roof materials meet current safety requirements.

(x) Colors

(1) Recommended

Using colors which reflect the historic character of the structure.

(xi) Storefronts

(1) Recommended

Replacing entire storefront using the deteriorated form as a guideline and using the same material type as the historical feature if the storefront is in disrepair.

(2) Not Recommended

(a) Stripping or replacing historic materials such as wood, cast iron, terra cotta, or brick.

(b) Using substitute material for the replacement parts that do not convey the same visual appearance as the remaining parts of the storefront.

(c) Changing the number of windowpanes.

(d) Changing the number, location, size, or glazing pattern of windows.

(e) Removing or blocking in windows

(f) Installing new floors or ceilings that cut across the glazed areas of the windows.

(g) Altering the size of the storefront.

(h) Replacing the original storefront.

(xii) Signs

(1) Recommended

Ground signs as defined in Article 7, *Sign Standards*.

5.8.4. CONSERVATION DISTRICT OVERLAY | CDO

A. Applicability

The conservation district overlay may be applicable following the recommendation of the creation of a CDO district in an area plan adopted by the City Council where the subject area meets the requirements of this section.

B. Designation Criteria

To be considered for designation as a conservation district, the area must meet the following criteria:

1. The boundaries of the conservation district are within an area in which a neighborhood plan has been adopted by City Council and the plan recommends a conservation district overlay.

2. The area contains a minimum of one blockface, which includes all the lots on one side of a block.

3. At least 75 percent of the structures in the proposed district were improved at least 25 years ago and are presently improved.

4. The area possesses one or more of the following distinctive features that create a cohesive, identifiable setting, character, or association:

a. Scale, size, type of construction, or distinctive building materials;

b. Spatial relationships between buildings;

c. Lot layouts, setbacks, street layouts, alleys, or sidewalks;

d. Special natural or streetscape characteristics such as creek beds, parks, greenbelts, gardens, or street landscaping;

e. Land use patterns, including mixed or unique uses or activities; and/or

f. Contain, abut, or link historic landmarks and/or districts.

C. Review Procedure

The review procedure for the creation of a conservation district overlay is located in Section 10.4.2, *Zoning Map Amendments*.

5.9. TRANSPORTATION AND CONNECTIVITY

5.9.1. PURPOSE

The purpose of this section is to support the creation of a highly connected transportation system within the city in order to provide choices for drivers, bicyclists, and pedestrians; increase effectiveness of local service delivery; promote walking and bicycling; connect neighborhoods to each other and to local destinations such as employment, schools, parks, and shopping centers; reduce vehicle miles of travel and travel times; improve air quality; reduce emergency response times; mitigate the traffic impacts of new development; and free up arterial capacity to better serve regional long-distance travel needs. These standards attempt to avoid the creation of large, isolated tracts without routes for through traffic or pedestrian and bicycle connections.

5.9.2. TRAFFIC IMPACT MITIGATION

The transportation system for new development shall be capable of supporting the proposed development in addition to the existing and future uses in the area. Evaluation of system capacity shall be undertaken through a Traffic Study as identified in Section 6.4.3, *Traffic Study Requirements*.

5.9.3. STREETS AND VEHICULAR CIRCULATION

A. Street Standards

All streets shall meet the standards in Article 6, *Subdivision Regulations*, the Design *Criteria Manual*, and Standard Specifications and Engineering Details.

B. Street Connectivity

1. Purpose

Street and block patterns should include a clear hierarchy of well-connected streets that distribute traffic over multiple streets and avoids traffic congestion on principal routes. Within each development, the access and circulation system should accommodate the safe, efficient, and convenient movement of vehicles, bicycles, and pedestrians through the development, and provide ample opportunities for linking adjacent neighborhoods, properties, and land uses. Local neighborhood street systems are intended to provide multiple direct connections to and between local destinations such as parks, schools, and shopping. These connections should knit separate developments together, rather than forming barriers between them.

2. Residential Streets

a. Traffic-calming techniques such as diverters, neck-downs, chicanes, speed humps, speed tables, raised crosswalks, and traffic circles are encouraged to reduce speeds and cut-through traffic.

b. Should topography or other constraints require the use of straight local streets that extend more than 600 feet without interruption, a traffic-calming device, or similar feature shall be used to slow traffic and break-up the “runway” appearance. (See Figure 5.10-A). In addition, traffic-calming devices may be required to address public safety concerns.

c. To the maximum extent practicable, streets shall be arranged to follow the natural contours of the site.

3. Vehicular Access to Public Streets and Adjacent Land

a. All development shall provide public or private street connections to all existing, adjacent public streets.

b. If there are no adjacent public streets, subdivisions and/or sites shall provide for connections along each boundary abutting adjacent vacant land for future connections spaced at intervals not to exceed 1,000 feet for arterials, 600 feet for other street types, or as otherwise approved.

c. When connections to surrounding streets are proposed or required by the City, public right-of-way or private access easement shall be dedicated and streets developed to existing paved rights-of-way. The Zoning Administrator may also require temporary turnarounds to be constructed for temporary cul-de-sacs between development phases.

4. Driveways and Access

a. Every lot shall have access that is sufficient to afford a reasonable means of ingress and egress for emergency vehicles, as well as for those needing access to the property in its intended use.

b. All driveways and access shall be designed in conformance with the *Design Criteria Manual*.

5. Visibility at Intersections

On all lots or parcels of land on which a front setback is required, no obstruction that will obscure the view of motor vehicle drivers shall be placed within the triangular area formed by the adjoining street property lines as specified in the *Design Criteria Manual*, except that trees may be permitted within said triangular area provided that those trees are placed in the street planter strip and the limbs are pruned to at least six feet above the grade level of the adjacent street.

5.9.4. PEDESTRIAN CIRCULATION

A. Sidewalks Required

Sidewalks shall be installed on both sides of all arterials, collector streets, and local streets, including loop streets and cul-de-sacs, and within and along the frontage of all new development or redevelopment. This requirement shall not apply to local streets in districts in which the minimum lot size is one acre or greater or in steep-slope areas where sidewalks on one side of the street may be approved to reduce excessive slope disturbance, adverse impacts on natural resources, and potential soil erosion and drainage problems. Construction of sidewalks shall be as specified in the *Design Criteria Manual*.

B. Multi-Family Residential Pedestrian Connections

All developments shall provide an on-site system of pedestrian walkways with a minimum width of six feet designed to provide direct access and connections to and between the following. The on-site walkways shall be maintained by the property owner.

1. The primary entrance or entrances to each building;

2. Any sidewalks, walkways, or multi-use paths on adjacent properties that extend to the boundaries shared with the development;

3. Any parking areas intended to serve the development;

4. Any sidewalk system along the perimeter streets adjacent to the development;

Figure 5.52 Pedestrian walkway in multi-family development.

5. Any transit stops on-site or along an adjacent street;

6. Any adjacent residential neighborhoods (planned or existing) where opportunity exists; and

7. Any adjacent or on-site public park, trail system, open space area, greenway, or other public or civic use as applicable.

C. Non-residential On-Site Pedestrian Connections

1. All commercial, mixed-use, and industrial development shall provide a network of on-site pedestrian walkways with a minimum width of six feet to and between the following areas:

a. Entrances to each commercial building on the site, including pad site buildings;

b. Public sidewalks or walkways on adjacent properties that extend to the boundaries shared with the subject development; and

c. Adjacent public transit station areas, transit stops, park and ride facilities, or other transit facilities.

Figure 5.53 Walkway in commercial parking lot.

2. On-site pedestrian walkways and crosswalks shall be identified to motorists and pedestrians using one or more of the following methods:

a. Changing paving material, patterns, or paving color, but not including the painting of the paving material;

b. Changing paving height;

c. Decorative bollards;

d. Raised median walkways with landscaped buffers; or

e. Stamped or stained concrete.

Figure 5.54 Stamped and stained concrete.

3. Pedestrian circulation routes shall be emphasized with special design features that establish them as areas where pedestrians are physically separated from the flow of vehicular traffic and/or are protected from the

weather. Techniques shall include at least one shade feature and one or more of the following:

a. Pedestrian light features;

b. Bollards;

c. Seat walls or benches;

d. Wayfinding signs;

e. Water fountains; and

f. Landscape planters.

5.9.5. BICYCLE CIRCULATION

Bicycle facilities are required, as identified in the Hike and Bike System Master Plan. Striping, marking, and signage should conform to the design guidelines included in the Plan. Right-of-way shall be dedicated in accordance with the Hike and Bike System Master Plan.

5.10. COMMON OPEN SPACE

5.10.1. PURPOSE

Common open spaces are set aside for the use and enjoyment of a development's residents, employees, or users. Common open space serves numerous purposes, including preservation of natural areas and resources, ensuring greater resident access to open areas and recreation, reducing the heat island effect, enhancing stormwater quality, and providing public health benefits.

5.10.2. APPLICABILITY

All development subject to this article shall set aside the following minimum amounts of land area as common open space that meets the standards of this section.

A. For single-family attached development with more than five units: at least 200 square feet per unit.

B. For multi-family residential buildings with a gross floor area greater than 20,000 and up to 50,000 square feet: 5 percent of total gross site area.

C. For multi-family residential buildings with a gross floor area greater than 50,000 square feet: 8 percent of total gross site area.

D. For non-residential and mixed-use buildings with a gross floor area greater than 10,000 and up to 50,000 square feet: 3 percent of total gross site area.

E. For non-residential and mixed-use buildings with a gross floor area greater than 50,000 square feet: 5 percent of total gross site area.

5.10.3. COMMON OPEN SPACE STANDARDS

A. Areas Counted as Common Open Space

The features and areas identified in Table 5.10-A shall be credited towards the common open space requirements of this section:

Table 5.10-A: Areas Counted As Open Space		
Area Counted as Common Open Space	**Description**	**Design and Maintenance Requirements**
NATURAL FEATURES	Includes any of the following: • Flood hazard and conveyance areas; • Water features, including wetlands, drainage channels, and lakes; • Hillsides and exposed slopes of 15% or more; and • Wildlife habitat areas for threatened and endangered species.	Where natural features exist, the developer or owner shall give priority to its preservation as common open space. Placement of a conservation easement over the protected natural feature areas is encouraged. In reviewing the proposed location of common open spaces, the Zoning Administrator shall use all applicable plans, maps, and reports to determine whether significant resources exist on a proposed site that should be protected. Maintenance is limited to a minimum removal and avoidance of hazards, nuisances, or unhealthy conditions.
ACTIVE RECREATIONAL AREAS	Land occupied by active recreational uses such as pools, ball fields, playgrounds, tennis courts, and jogging trails.	In no case shall active recreation constitute more than 25% of the total common open space area within a residential or mixed-use district. Land shall be compact and contiguous unless the land is used to link to an existing or planned open space resource. The site shall be adjacent to at least one street. Landscaping shall be planned along all rights-of-way to provide a buffer to surrounding areas.
FORMAL PLANTINGS, PUBLIC ART, AND GARDENS	Formally designed and regularly maintained open areas that provide passive recreation opportunities including arranged plantings, gardens, gazebos or similar structures, sculpture, and other forms of public art.	Such features shall abut at least one direct access road, public or private, and be oriented to surrounding development. Roof gardens are also acceptable as an alternative, provided they are accessible to residents and employees of the development.
SQUARES, FORECOURTS, PLAZAS, AND PARKS	Squares, forecourts, plazas, and parks provide active and passive recreational opportunities to emphasize important places, intersections, or centers. These spaces are intended to serve an entire neighborhood or group of neighborhoods or commercial development.	Where provided, such features shall have a minimum size of 400 square feet. Such features shall abut at least one direct-access road, public or private. Surrounding buildings shall be oriented toward the square, forecourt, or park when possible and a connection shall be made to surrounding development.
REQUIRED LANDSCAPE AREAS	Required landscape areas serve as a buffer to surrounding areas. Except for landscaped areas within parking lots and areas occupied by street trees, all areas occupied by required landscaping may count as common open space, provided they meet all standards of this Section.	See general standards in Section 5.2, *Landscaping*.

Table 5.10-A: Areas Counted As Open Space		
Area Counted as Common Open Space	**Description**	**Design and Maintenance Requirements**
PUBLIC ACCESS EASEMENTS	Access easements, which often combine utility easements with paths or trails, are available for active recreational activities such as walking, running, and biking.	Shall include at least one improved access from a public sidewalk, street, trail, or easement that includes signage designating the access point. A trail or other amenity shall be provided in the full length of an easement to quality as common open space under this category. An access easement shall be recorded for pedestrian access.

B. Areas Not Credited

Lands within the following areas shall not be counted towards required common open space:

1. Private yards not subject to a permanent open space or conservation easement acceptable to the City;
2. Public or private streets or rights-of-way;
3. Open parking areas and driveways for dwellings or commercial uses;
4. Land covered by structures not intended solely for recreational uses;
5. Designated outdoor storage areas; and
6. Balconies.

C. General Design Standards for Common Open Space

Land set aside for required common open space shall meet the following standards, in addition to the design and maintenance requirements specified in Table 5.10-A:

1. **Location**

   Where appropriate, open space shall be located to be readily accessible and useable by residents and users of the development. To the maximum practical extent, a portion of the open space should provide focal points for the development.

2. **Configuration**

   a. The lands shall be compact and contiguous unless the land is used as a continuation of or link to an existing or planned adjacent open space resource or where specific natural or topographic features require a different configuration.

   b. Where open areas, trails, parks, or other open space resources are planned or exist adjacent to development, the open space shall, to the maximum extent practical, be located to adjoin, extend, and enlarge the presently existing trail, park, or other open area land.

3. **Orientation of Adjacent Lots and Buildings**

   Lots and buildings adjacent to required open space, not including perimeter landscape buffers, shall have at least one entrance facing the open space.

4. Provision in Multi-Phase Developments

a. Development proposed in phases shall be considered as a single development for the purposes of applying the open space set-aside standards.

b. Development shall not be phased to avoid the minimum open space set-aside standards in this subsection.

c. Common open space shall be proportionate to phasing of development and approved through a common open-space phasing plan.

5. Landscaping

The Zoning Administrator shall approve all open-space landscaping plans during commercial site plan review.

6. Alterations and Changes

Common open space areas may be altered or changed from the approved plans, subject to approval by the Zoning Administrator.

D. Use of Common Open Space Areas

1. The following minimum percentages of the required common open space shall be useable. For purposes of this requirement, useable common open space includes areas classified as active recreational areas; formal plantings, public art, and gardens; squares, forecourts, plazas, and parks; or public access easements:

a. Downtown, mixed-use districts: 60 percent

b. All other residential districts: 40 percent

2. All required common open space shall not be disturbed, developed, or improved with any structures, buildings, or parking areas, except for the limited purposes allowed below:

a. Facilities for active recreation (equipment for such uses shall be indicated on the site and/or subdivision landscape/amenity plan provided by the developer);

b. Passive recreational and educational purposes approved by the Zoning Administrator, including but not limited to, walking, biking, picnicking, fishing, preservation of natural areas and scenic resources, parks, environmental education, and wildlife habitat protection; and

c. Clearing of underbrush and debris and the provision of walks, fences, restrooms, and similar features.

E. Ownership

1. Method of Ownership

Open space areas shall be maintained as permanent open space through at least one of the following options: common ownership by a property owner's association, held in deed-restricted private ownership, or dedication to the City or to another appropriate public agency. All methods utilizing private ownership shall be in a form approved by the Zoning

Administrator, who shall review the documents to ensure perpetual maintenance, preservation, and restricted usage where applicable.

2. Ownership by Property Owner's Association

If common open space is to be deeded to a property owner's association, then the applicant shall record a declaration of covenants and restrictions that shall:

a. Govern the use of the common open space;

b. Run with the land in perpetuity; and

c. Provide for a lien on the property to secure collections of assessments levied by the association.

3. Private Ownership

If common open space is to be privately owned, then it shall have deed restrictions that:

a. Provide that the common open space shall be maintained and preserved as open space and shall not be used for yards, lawns, or buildings, except as allowed by this section;

b. Run with the land in perpetuity; and

c. Shall be designated on a plat, if applicable.

4. Maintenance of Open Space

Common open space areas shall be maintained per approved plans. In the event that open space areas are not maintained in reasonable order and condition in accordance with the approved plan, then the Zoning Administrator may enforce according to the provisions of this Code.

ARTICLE 6. SUBDIVISION REGULATIONS

6.1. GENERAL PROVISIONS

6.1.1. TITLE

This article is known as the Subdivision Regulations of the City of Arlington.

6.1.2. PURPOSES

The purposes of these regulations are:

A. To protect and provide for the public health, safety, and general welfare of the community by promoting sustainable development of the area both within the city and within its extraterritorial jurisdiction

B. To guide the future growth and development of the city in accordance with this Code, Comprehensive Plan, and its constituent elements, including the Thoroughfare Development Plan, Parks Master Plan, Hike and Bike System Master Plan, and all other development-related ordinances of the City.

C. To promote safety from fire, flood, and other danger, and to prevent overcrowding of the land and undue congestion of population.

D. To ensure that public and private development are served by adequate public facilities and services with sufficient capacity for efficient transportation, water, sanitary sewer, drainage, and other public requirements and facilities, and that the development bear its fair share of the cost of providing the facilities and services.

E. To provide for the circulation of pedestrians required for the beneficial use of land and buildings and to minimize congestion throughout the city.

F. To establish policies governing traffic flow and safety on street facilities, minimize traffic congestion, improve traffic safety and flow, and ensure that traffic generated from the proposed development can be adequately and safely served by the existing and future street system.

G. To establish reasonable standards of design and procedures for platting to further the orderly layout and use of land and to promote proper legal descriptions and monumenting of platted land.

H. To minimize the pollution of streams and ponds; to provide for the adequacy of drainage facilities; to control stormwater runoff; to minimize erosion and siltation problems; to safeguard the water table; to encourage the wise use and management of natural resources; and enhance the stability and beauty of the community and the value of the land.

I. To assure that sufficient linear park land facilities are provided to meet the recreational demands resulting from new residential development and to encourage measures for nonstructural flood control that will reduce the risk of flood damage for surrounding development.

J. To remedy the problems associated with illegally subdivided lands and/or previously platted lands, including premature subdivision, incomplete subdivision, or scattered subdivision of land.

6.1.3. APPLICABILITY

A. Applicability

1. The owner or proprietor of any tract of land who desires to subdivide land (i.e., to create a "subdivision") shall submit a plat of the subdivision to the Zoning Administrator.

2. No person shall subdivide land without making and recording a plat and complying fully with this article, and the subdivision procedures in Sections 10.4.11 to 10.4.20 of Article 10, *Review Procedures*.

3. No person shall sell or transfer ownership of any lot or parcel of land by reference to a plat of a subdivision before the plat is duly recorded with Tarrant County, unless the subdivision was created prior to the adoption of this article.

4. The following are allowed only if they conform to this Code:

a. the issuance of a development approval or certificate of occupancy for any plat, map, or plan that was created prior to subdivision approval under this Code, and

b. the issuance of a development approval or certificate of occupancy for any parcel or plat of land that was created by subdivision after the effective date of this Code, and

c. the excavation of land or construction of any public or private improvements.

5. A subdivision plat is not required for any of the following:

a. In accordance with Section 212.004(a) of the Texas Local Government Code, a division of land under this article does not include a division of land into parts greater than five acres where each part has access and no public improvement is being dedicated. This subsection applies only if adequate water, sewer, storm sewer, transportation facilities, and linear park facilities exist. The phrase "no public improvement is being dedicated" means that these subdivision regulations and the Comprehensive Plan do not require the dedication and/or construction of any linear park or public improvement upon any portion of the land to be divided.

b. The public acquisition by purchase of strips of land for the widening or opening of streets.

6.1.4. PLATTING REQUIREMENTS

A. Division of Property

1. Every owner of any tract of land who divides the tract into two or more parts shall cause a plat to be made, which accurately describes and locates the entire tract by metes and bounds as required in this article.

2. A division of a tract under this subsection includes a division regardless of whether it is made by using a metes and bounds description in a deed of conveyance or in a contract for a deed, by using a contract of sale or other executory contract to convey, or by using any other method.

3. No plat may be recorded and no transfer of title to any part of a tract of land shall be made until a plat, accurately describing the property to be conveyed, is approved in accordance with these provisions and recorded.

B. Permits for Construction Activity or Public Improvements

1. Except as provided in Section 6.1.3, *Applicability*, or for a plot or tract conveyed prior to May 29, 1952, and remaining in the same configuration, the Zoning Administrator shall not issue permits for any construction activity or allow any public improvements for a development until a plat is approved and filed of record.

2. Upon written request from the developer, the Zoning Administrator, Directors of Water Utilities and/or Public Works and Transportation may allow the construction of public improvements prior to plat recording with accepted plans and 3-way contracts.

3. In order for the request to be granted, the developer must demonstrate that an inability to record the plat within a reasonable timeframe is the result of recording requirements that do not have a substantive impact upon the development of the land.

4. If the City allows the development of public improvements prior to plat recording, the City shall not accept those improvements until a plat is filed of record.

5. No building permit shall be issued nor public utility service provided for land that has only received approval as a conveyance plat.

6.1.5. GUIDING POLICIES FOR ADMINISTRATION OF THIS ARTICLE

Proposed plats or subdivisions that do not conform to the purposes listed above and the following policies and regulations shall be denied. In lieu of being denied, the City may approve the subdivision subject to the guiding policies in this section. These regulations shall be administered in accordance with the following policies.

A. Conformity with Comprehensive Plan

Plats and proposed public improvements shall conform to the City's Comprehensive Plan and its constituent elements, including the Thoroughfare Development Plan, Parks Master Plan, Hike and Bike System Master Plan, and all other development-related ordinances of the City.

B. Conformity with Unified Development Code

No subdivision shall be approved unless it complies with all applicable zoning, design, and development regulations set forth in this Code, including but not limited to:

1. The requirements of the zoning district in which the property is located (See Article 2, *Zoning Districts*);

2. The requirements relevant to specific uses (See Article 3, *Use Standards*); and

3. Generally applicable development and design standards (See Article 4, *Dimensional Standards* and Article 5, *Design and Development Standards*).

C. Sites and Access for Comprehensive Plan Elements

Adequate sites and convenient access for schools, parks, playgrounds, and other community services indicated in the City's Comprehensive Plan, Thoroughfare Development Plan, Parks Master Plan, Hike and Bike System Master Plan, and all applicable ordinances shall be provided in accordance with the intent, policies, and provisions of this Code.

D. Developer Responsibility

The developer is responsible for the accuracy of all information furnished in the design of facilities as they pertain to both the proposed development and other properties affected by the proposed development. The City's concurrence in the design does not relieve the developer of this responsibility.

E. Effect of Development on General Welfare

The nature, shape, and location of land to be platted or developed shall enable it to be used without danger to health or increased risk of fire, floods, erosion, stormwater pollution, landslides, or other menaces to the general welfare.

6.1.6. INCORPORATION OF DESIGN MANUALS

The City's *Design Criteria Manual* is hereby incorporated by reference as if fully set forth in this Code.

6.2. ADEQUATE PUBLIC FACILITIES AND DEDICATION REQUIRED

6.2.1. PROVISION OF ADEQUATE PUBLIC FACILITIES

Each subdivision shall provide adequate public facilities. Adequate public facilities shall include adequate water, sanitary sewer, drainage, parks, and transportation facilities necessary to serve the proposed development, whether or not the facilities are to be located within the property being platted or offsite.

6.2.2. CRITERIA FOR ADEQUATE PUBLIC FACILITIES

Public facilities are considered adequate if they meet the minimum level of service established in the appropriate sections of this Code and the following standards:

A. Street Access

All platted lots shall have safe and reliable street access for daily use and emergency purposes. All platted lots shall have direct access to a paved public street, private street, or an approved access easement. (See Section 6.4, *Street and Right-of-Way Requirements)*

B. Water

All platted lots shall be connected to a public water system that provides water for health and emergency purposes. The water system shall be consistent with the Water Distribution System Model and Master Plan, *Design Criteria Manual*, and the "Water and Sewer Chapter" of the Code of the City of Arlington, as amended. (See Section 6.6, *Water and Sanitary Sewer Requirements.*)

C. Sanitary Sewer

All platted lots shall be connected to a public sanitary sewer collection and treatment system. On-site sanitary sewer treatment systems are not permitted, except for the pretreatment of industrial waste. The projected sanitary sewer discharge of a proposed development shall not exceed the capacity of the sanitary sewer system. The sanitary sewer system shall be consistent with the Wastewater System Model and Master Plan, *Design Criteria Manual*, and the "Water and Sewer Chapter" of the Code of the City of Arlington, as amended. (See Section 6.6, *Water and Sanitary Sewer Requirements.*)

D. Drainage and Stormwater Management

Drainage and stormwater facilities are adequate when (See Section 6.5, *Drainage and Environmental Standards):*

1. Stormwater runoff attributable to new development or redevelopment complies with the minimum standards of this Code and the *Design Criteria Manual*.

2. To the maximum extent practicable, permanent Best Management Practices (BMPs), as described in the *Design Criteria Manual,* maintain the predevelopment characteristics of any natural creek that ultimately receives stormwater runoff from the development.

E. Parks and Recreation

Parks and recreation facilities are adequate when (See Section 6.7, *Linear Parks)*:

1. Park fees are paid; and

2. Linear park dedication and participation agreements are executed for residential properties within, or adjacent to, the 100-year floodplain of the following creeks and rivers:

a. Bowman Branch

b. Fish Creek (South Branch)

c. Johnson Creek

d. Lynn Creek

e. Rush Creek

f. Sublett Creek

g. Trinity River

h. Village Creek

F. Electricity

All platted lots shall have access to a public utility that provides electricity for retail consumption.

G. Telecommunications

All platted lots shall have access to a public utility that provides telecommunications for retail consumption.

6.2.3. DEDICATION REQUIRED

A. Generally

Property necessary for the orderly development of streets, roadways, thoroughfares, utilities, parks, stormwater facilities, or other public purposes shall be dedicated to the City as required by this Code and in accordance with the Comprehensive Plan, the Thoroughfare Development Plan, the Parks Master Plan, and the Hike and Bike System Master Plan. Dedication of and acceptance by the City of the property is a condition of plat approval.

B. Proportionality Required

The dedication requirements for a specific plat shall be roughly proportional to the projected impact of the proposed development. Upon the request of the applicant, the decision-making authority shall make a determination that the required dedication is related in both nature and extent to the impact of the proposed development.

C. Underground Utilities

1. Lateral and service lines

All lateral and service lines serving residential and non-residential development shall be placed and maintained underground.

2. Feeder lines

Overhead feeder lines are not allowed unless they are located:

a. Adjacent to a public or private street where overhead lines exist;

b. Along the perimeter of a subdivision where overhead lines exist; or

c. Along the perimeter of a subdivision that has existing underground feeder lines only if the proposed development provides the entire width of the utility easement necessary to accommodate the proposed utility.

3. Utility Company Responsibility

The utility company is responsible for developing administrative policies and cost reimbursement procedures to install and extend underground service. These policies shall permit the utility company to recover the cost

differential between extending and installing overhead and underground service from the developer.

D. Property Owners' Association Responsibility

1. Property Owners' Association Required

Subdivisions developed with amenities or property held in common ownership, including but not limited to private streets, amenity lots, drainage features subject to a maintenance agreement, and perimeter fencing, shall have a mandatory property owners' association that includes all property served by the amenity or property.

a. The association shall own and is responsible for the maintenance of the amenity or property.

b. The association documents must establish a reserve fund to maintain the amenity, property, or other improvements.

c. The association documents shall be filed of record prior to recording the final plat. Lot deeds must convey membership in the association and provide for the payment of dues and assessments required by the association.

d. A note shall be included on the final plat indicating that the property owners' association is responsible for the property or amenities.

e. The association shall not be terminated. The City shall be notified if the property owners' association fails to exist.

2. Alternative Funding Mechanisms

If a property owners' association fails to collect reserve funds to maintain property such as private streets, access easements, privately-maintained drainage features, or pools, the City may assess property owners within the subdivision served by the amenity or facility the costs associated with addressing matters of public safety.

E. Platting Exemptions for Single Tracts Prior to Construction

Any owner of an unplatted single tract of land shall submit for approval and have filed of record a plat of the tract prior to the commencement of construction or issuance of a building permit. However, nothing in these regulations requires a plat to be approved and recorded as a prerequisite to construction under the following conditions:

1. The tract is zoned residential in accordance with Article 2, *Zoning Districts*, and the construction is for any of the following purposes, and the addition or alteration conforms with the Unified Development Code:

a. Adding to or altering an existing lawfully conforming single-family building or structure;

b. Adding a fence on the tract; or

c. Adding an accessory building or structure to an existing lawfully conforming single-family use.

2. The tract is not zoned residential as noted above or is zoned residential but contains a permitted non-residential land use, the construction is for any of the following purposes, and the alteration conforms with the Unified Development Code:

a. Adding an accessory building to an existing lawfully conforming use on the same tract;

b. Adding a fence on the tract;

c. Remodeling or altering an existing commercial or industrial building;

d. Adding a wireless communications antenna to an existing utility transmission tower or existing telecommunications tower; or

e. Any improvement that does not create infrastructure impacts or more intensive development than the exceptions listed above.

6.3. LOTS AND BLOCKS

6.3.1. LOTS

A. Buildings to Be on a Lot
Except as otherwise permitted by this Code, every building shall be located on a lot.

B. Frontage
All lots shall front on a public or private street or private access easement and shall have a minimum frontage width as indicated in Article 2, *Zoning Districts*, and Article 4, *Dimensional Requirements*.

C. Lot Size
Platted or replatted lots must comply with the minimum lot size regulations of the zoning district in which the lot is located. See Section 10.4.17.F, *Criteria*, for specific criteria related to replats.

D. Setbacks
Lot setbacks shall be determined by the applicable zoning district and not by platted building lines.

6.3.2. BLOCKS

A. Lots to Be Contiguous within Blocks
Lots shall be arranged in a contiguous pattern within blocks or abutting a cul-de-sac.

6.4. STREET AND RIGHT-OF-WAY REQUIREMENTS

6.4.1. BASIC POLICY

The following general requirements apply to all plats.

A. Streets and right-of-way shall conform to the Thoroughfare Development Plan, as amended, the *Design Criteria Manual*, and the standards in this Code.

B. An adequate off-site street and thoroughfare system shall be designed and constructed in order to:

1. Provide for streets of suitable location, width, or other improvements to accommodate existing traffic, traffic anticipated from the development, and traffic anticipated from other developments impacting the same roadways;

2. Afford satisfactory access to adjoining properties; and

3. Accommodate police, firefighting, sanitation, and street maintenance equipment.

C. The proposed streets of the development shall effectively relate to the present and future street system and to the development of the surrounding area in order to assure continuity of thoroughfares, coordination of intersections, the limitation of median breaks, and the promotion of livable neighborhoods.

1. The plat shall provide for appropriate continuation or termination of any existing streets, whether constructed or dedicated, which extend to the limits of the proposed subdivision.

2. Adequate provision of access to adjoining lands shall be made.

D. The developer shall design and construct adequate roadway facilities, whether on-site or off-site.

E. The developer shall be responsible for all costs associated with meeting the requirements of this article.

6.4.2. ADEQUACY OF OFFSITE ROADWAY NETWORK REQUIRED

A. Adequacy Required

Prior to plat approval, the Zoning Administrator shall determine whether the roadway network serving the development to be platted has adequate capacity to accommodate existing traffic, traffic reasonably anticipated from the development, and traffic reasonably anticipated from other developments approved or to be approved within a reasonable period. The standards for compliance with this requirement are set out in subsections B through D, below. The Zoning Administrator's determination shall be based on information provided by the developer in the plat application and supporting studies, unless the study is waived.

B. Analysis of Adequacy

1. For any property submitted for platting that meets the criteria contained in Section 6.2.3, *Adequate Public Facilities and Dedication Required*, the

developer shall provide, at the developer's expense, a traffic study that analyzes the adequacy of the roadway network to serve the development.

2. Adequate capacity of the roadway network shall be determined as described in the *Design Criteria Manual.*

C. Determination of Adequacy

1. The roadway network shall be considered adequate if:

a. There is sufficient capacity on each existing link and intersection of the network; or

b. There is sufficient capacity on each proposed link and intersection of the network; and

c. The roadway conditions are adequate for each existing link and intersection of the network.

D. Determination of Inadequacy

In the event that the traffic study shows a result of a level of service "D", "E", or "F", as defined in the Highway Capacity Manual, or the Community Development and Planning Department determines that the off-site roadway network serving the development to be platted is not adequate, the following shall be provided:

1. Proposed solutions to the transportation issues resulting from the proposed development;

2. The degree of local congestion;

3. The availability of alternate routes to service the increased traffic; and

4. The degree to which the increased congestion is attributable to the applicant's project.

After the information is reviewed, the City may:

5. Disapprove the plat;

6. Require that development of the property be phased to coordinate the timing of building permits with the provision of adequate capacity; or

7. Require the developer, in lieu of denial or phasing of the plat, to construct off-site and/or on-site improvements to City standards or as otherwise permitted by the Zoning Administrator to provide adequate capacity for the roadway network. Construction may be required to use standards in excess of the Thoroughfare Development Plan or typical City standards.

6.4.3. TRAFFIC STUDY REQUIREMENTS

A. Traffic Study Submittal

The traffic study shall be prepared in accordance with the *Design Criteria Manual*.

B. Revisions to Traffic Study

Prior to forwarding any plat to the Commission, the traffic study shall be accepted by the City. The acceptance of the traffic study will be based on the completeness of

the traffic study, the thoroughness of the impact evaluation, and the consistency of the study with the proposed access and development plan.

6.4.4. REQUIREMENT FOR ACCESS TO THE STREET NETWORK

A. Acquisition of Access Required

The developer shall acquire right-of-way and/or necessary easements and construct any offsite roadways and/or access ways necessary to connect the development with an adequate offsite roadway network.

B. Residential Access Limited

1. Arterial Streets

No single-family, townhouse, or duplex residential development shall have direct access to an arterial street unless no other means of access is available. In cases where access is permitted, a private access easement adjacent to the thoroughfare is required. Any lot that has direct access to an arterial street is required to provide head-out egress.

2. Major Collectors

Single-family, duplex, and townhouse residential lots may have direct driveway access to major collectors if the following development standards are complied with:

a. Additional lot dimension and setback requirements as outlined in Section 4.1, *Measurements and Exceptions*.

b. Driveway separation may be allowed only with a minimum of 240 feet separation with shared driveways.

c. Head out egress shall be provided.

C. Private Access Easements

To the maximum extent practicable, private access easements shall be required between and/or across any lots fronting on arterial and major collector streets in order to minimize the total number of access points along those streets and to facilitate traffic flow between lots. The location and dimensions of the easement shall be in accordance with the *Design Criteria Manual*. A note shall be provided on the plat indicating the lots served by the private access easement.

D. Maintenance of Private Access Easement

Maintenance of any private access easement is the responsibility of the property owner or property owner's association, as applicable. When an easement is created by plat, a maintenance note as approved by the Zoning Administrator shall be added to the plat acknowledging maintenance responsibility. When the easement is created by separate instrument, the maintenance responsibility shall be acknowledged with the separate instrument.

E. Access Prohibition Lines

Where a subdivision will abut or contain an existing or proposed arterial, major collector, or frontage road, certain segments of the streets may not be suitable for

private or public access points to maintain safe and efficient traffic movement. In these instances, access prohibition lines may be required on the plat.

F. Prohibited Turning Movements

For the benefit of traffic safety and flow on arterial and major collector streets, access points may be required in order to prohibit certain types of turning movements. The plat shall include a notation of any restricted turning movements.

G. Signalization Required

Signalization of access points on arterial or collector roadways may be required in order to provide safe and efficient traffic flow. The developer shall be responsible for any design, right-of-way acquisition, utility relocation, and construction costs required for a traffic signal installation necessitated by a development, as determined by an approved Traffic Impact Analysis or the City Traffic Engineer. If the need for the signal has not occurred at the time of platting, or if at the time of site development the City determines that construction of the facilities is not feasible, the developer shall make a payment in lieu of construction equal to the developer's share of the design, right-of-way acquisition, utility relocation, and construction costs. Payment shall be made prior to recording the plat or issuance of a building permit, whichever occurs first.

H. Adequate Access

Each single-family residential subdivision shall have at least two constructed points of public ingress and egress, except:

1. When 30 or fewer residential units are constructed with one point of street ingress and egress.

2. The Zoning Administrator may approve up to 40 units with one point of access when requested. In evaluating a request, the Zoning Administrator shall consider factors including the timing of construction of other public improvements that provide a second point of access, public safety, and convenience.

3. The City Council may grant a waiver to these regulations for more than 40 units with one point of access when unique topographic or infill circumstances exist.

I. Rear Entry Access

The City may require the developer to provide for rear entry access to lots from a private access easement to benefit traffic safety in areas of higher residential density development.

6.4.5. STREET LAYOUT REQUIREMENTS

A. Intersections

1. Intersection Offsets

a. No street intersecting an arterial or collector street shall vary from a 90-degree angle of intersection by more than 10 degrees.

b. The number of minor collector or local street offsets shall be minimized. However, when approved by the Zoning Administrator, a minimum centerline offset distance of 125 feet shall be maintained.

c. There shall be a minimum of 600 feet between intersections of arterials or collector type streets.

2. Arterial streets shall be intersected only by collector streets or other arterial streets, unless the only means of ingress and egress to a subdivision is from the arterial street. In this event, the local street intersection shall be configured in accordance with Figure 6.1. All costs associated with the construction of this flare configuration shall be borne by the developer.

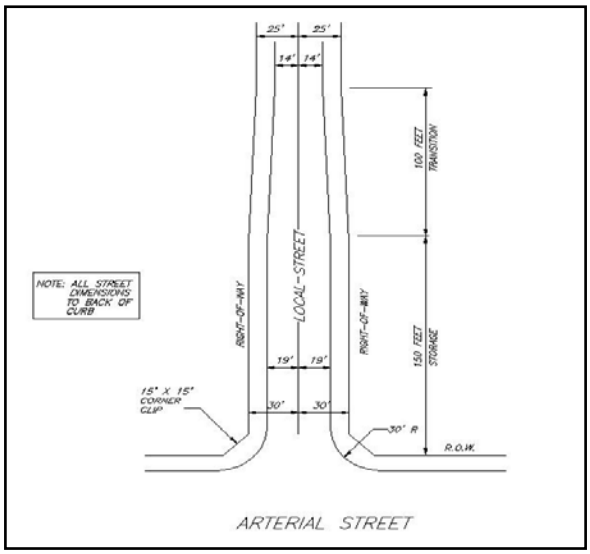


Figure 6.1 Intersections of local and arterial streets.

3. Visibility triangles, as required by the *Design Criteria Manual*, shall be provided at the intersection of all public streets. In addition, visibility easements may be required where sight distance may be limited due to topography, roadway curvature, vegetation, or other sight hindrance. The easement shall be dedicated by plat.

B. Residential Block Length

The following standards shall be followed in the design of residential blocks.

1. Block lengths and cul-de-sacs shall be appropriate to the density and type of development as follows:

a. The maximum length of any block in a residential zone district shall be 600 feet, except as follows:

(i) In instances where it is impractical to design residential blocks at or less than 600 feet in length, mid-block pedestrian/bicyclist access shall be provided in the form of a public walkway that meets the standards of Section 6.4.6, *Other Access Ways*, and this section.

(ii) The mid-block access shall be a minimum of 30 feet in width and run the entire depth of the block and connect two streets or serve as a connection to a park, open space lot, school, trail, or recreation or amenity area for public use or for use by residents of the subdivision. The access may be provided as an open space lot or easement.

b. If utilizing rural standards, the maximum block length shall be 1000-1200 feet with a maximum of 12 lots.

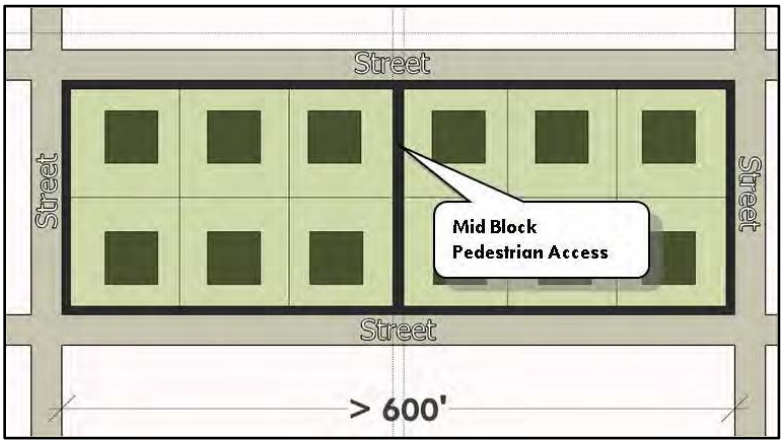


Figure 6.2 Mid block pedestrian access. Where block lengths are at or greater than 600 feet in length, mid-block pedestrian/bicyclist access is required.

2. Alternative Block Lengths

a. The Zoning Administrator may approve alternative block lengths under the following conditions:

(i) Proximity to a railway, expressway, waterway;

(ii) Topographic features, or

(iii) An infill development with no alternate access.

b. When considering a request for alternative block lengths, the Zoning Administrator shall consider the following:

(i) Alternative designs which would reduce block length;

(ii) The effect of long blocks on access, congestion, and delivery of municipal services; and

(iii) Means of mitigation, including but not limited to mid-block turnarounds, limitation on the number of lots to be created and served, temporary points of access, and additional fire protection measures.

C. Curvilinear Design Requirements

1. Curvilinear Requirements

Roadway layout may include curvilinear design. Local and minor collector streets may be designed with a minimum of 50 percent of the lots within

the subdivision to have curved frontage. The roadways shall also conform to the following:

a. Fit the road to natural topography,

b. Avoid monotony of lot appearance,

c. Reduce speeds through neighborhoods, and

d. Discourage through-traffic intrusions by eliminating straight views from one block to the next.

e. Local and minor collector streets that connect one major collector or arterial to another major collector or arterial are discouraged.

2. Alternatives to Curvilinear Requirements

In lieu of providing curvilinear streets, one or more of the traffic calming measures in Section 6.4.5.D may be incorporated into the design of the street to reduce speeds through neighborhoods and discourage through-traffic intrusions.

D. Traffic Calming Measures

Local and minor collector streets that connect one major collector or arterial to another major collector or arterial are discouraged. However, when site conditions require this configuration, the street shall incorporate one or more of the following design elements:

1. Circuitous Through-Streets

Through-streets should be designed so that it is not apparent from either end that the street connects to major streets.

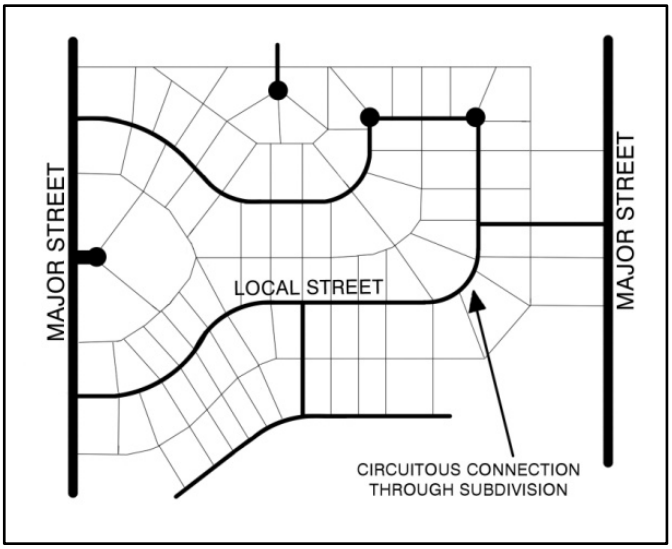


Figure 6.3 Circuitous through-streets

2. Staggering

Through-streets should be staggered to give the illusion from a distance that a street no longer continues. Staggered streets shall be offset by a minimum of 125 feet from centerline to centerline.

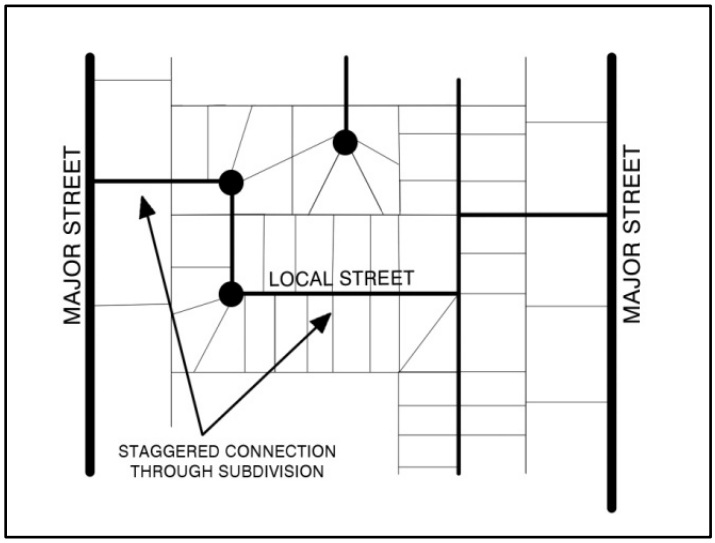


Figure 6.4 Staggered streets.

3. Traffic Circles

Raised circular islands should be placed in intersections to reduce speeds and discourage cut-through traffic. Traffic islands may be landscaped. Landscaping shall be maintained by a property owner's association and, if located in the public rights-of-way, shall be subject to the *Forestry Landscaping Master Plan Standards Manual*.

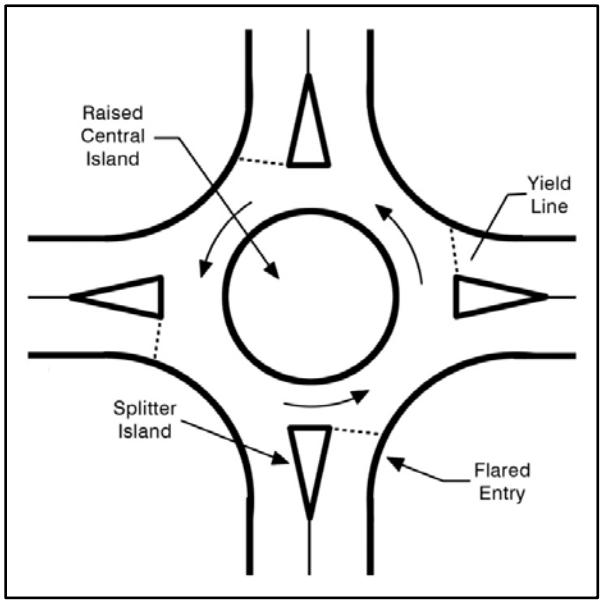


Figure 6.5 Traffic circle.

4. Loop Streets

Loop streets are encouraged in lieu of cul-de-sacs.

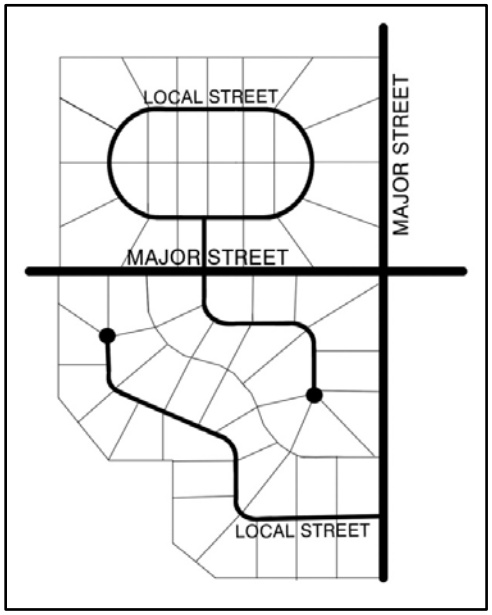


Figure 6.6 Loop streets.

5. Narrowing Islands/Chokers

Mid-block chokers should be placed between intersections to reduce speed. The street width should be narrowed or reduced for a distance while still maintaining two-way traffic. No on-street parking will be allowed along the choker and transition areas.

Figure 6.7 Chokers on a residential street.

6. Intersection Neckdowns

Chokers or narrower street widths at the intersection are encouraged to reduce speed. The reduced street width shall be adequate to maintain two-way traffic movement.

Figure 6.8 Intersection neckdown.

7. Wide Centerline Median / Striping Narrow Lanes

Street width shall be narrowed by either striping the street centerline wider to give the illusion of a painted median or by striping an outside edge line paralleling the curb. No on-street parking will be allowed within this design.

Figure 6.9 Wide centerline median striping.

E. Dead End Streets

Dead end streets are permitted only where a future extension or connection is anticipated or planned into adjacent property. If the dead end is greater than 150 feet measured from the property line, a turnaround facility will be required. The developer shall be responsible for acquiring the right-of-way or easement and constructing the turnaround. The turnaround will be considered temporary until the street is extended or a permanent cul-de-sac is constructed. The turnaround may be constructed without curb and gutter but shall meet all other design criteria. The turnaround shall be constructed off-site, unless the developer is unable to obtain off-site right-of-way. The Zoning Administrator may approve the construction of the turnaround within the limits of the development.

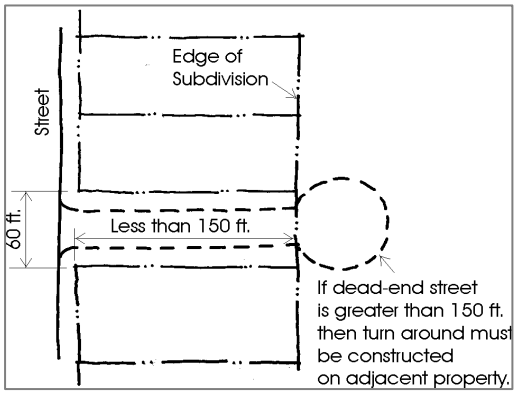


Figure 6.10 Dead end streets and cul-de-sacs.

1. Provisions shall be made for drainage at the ends of dead end streets.

2. When an existing dead end street with temporary turnaround, whether on- or off-site, is extended, the developer extending the street shall be responsible for removing the turnaround facilities, constructing the extension or cul-de-sac to the standards in these regulations, and restoring the affected area.

3. If the developer chooses not to extend an existing dead end street, then that developer shall provide right-of-way and construct a permanent turnaround or cul-de-sac.

F. Pedestrian Circulation

Pedestrian circulation standards are set forth in Section 5.9.4, *Pedestrian Circulation*.

G. Rights-of-Way

Rights-of-way for major arterials, minor arterials, major collectors, and minor collectors are required as showing in Table 6.4-1 and the Thoroughfare Development Plan.

TABLE 6.4-1: Required Right of Way Widths

Roadway Classification	Right-of-Way Width
Major Arterial	120 feet
Minor Arterial	90-100 feet[1]
Major Collector	70 feet
Minor Collector	60 feet

[1] 100 feet of right-of-way is required only in specific instances. See the Thoroughfare Development Plan map for details.

H. Mid-block and Intersection Requirements

Mid-block and intersection rights-of-way and geometric design for streets are required as shown in the Thoroughfare Development Plan and *Design Criteria Manual*. Additional right-of-way shall be dedicated to facilitate access ramp and/or signal construction as follows:

1. A 10-foot by 10-foot clip for local/local street intersections.

2. An 80-foot radius for arterial/arterial intersections and arterial/departure side of major collector street intersections. See *Design Criteria Manual* for layout.

3. A 15-foot by 15-foot clip for all other intersections.

I. Local Streets

1. Right-of-Way

For local streets, the right-of-way can vary depending on the standards utilized as shown in Table 6.4-2 below:

TABLE 6.4-2: Right of Way Widths and Local Streets

Pavement Width	Right-of-Way Width
28 feet (curb & gutter)	50 feet
24 feet (curb & gutter)	46 feet
22 feet (curb & gutter)	44 feet
28 feet (rural design)	60 feet plus 10 feet drainage easement on each side

2. Rural Design

A rural design for a local street includes 28 feet of pavement with no curb and gutter. This standard shall only be used in residential developments with lots greater than one acre in size.

3. Flare at Intersection

Right-of-way for all local streets shall flare to 60 feet at intersections with any arterial street.

4. Hydrant Bulb-Outs

For the 24-foot or 22-foot local standards, hydrant bulb-outs shall be designed to accommodate fire apparatus. The right-of-way for the bulb-outs shall be dedicated on the plat.

J. Cul-de-sacs

1. A cul-de-sac shall have a 50-foot right-of-way radius at the closed end. The radius of the paved area of the turnaround shall be a minimum of 43 feet.

2. To the maximum extent practicable, cul-de-sacs shall provide direct pedestrian/bicyclist access to the closest street or pedestrian/bicyclist connection, in accordance with Section 6.4.6, *Other Access Ways*.

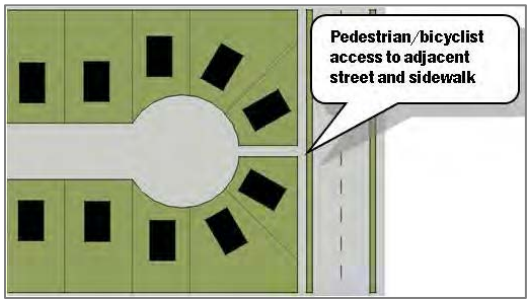


Figure 6.11 Pedestrian access at end of a cul-de-sac.

K. Private Access Easements

The minimum width of a private access easement shall be 20 feet. The easement shall be increased to 24 feet when it functions as a required fire lane. For 24-foot and 22-foot local standards, private access easements are required to provide rear access to residential lots. For this use, the private access easement width may be reduced by the Zoning Administrator.

L. Auxiliary Lanes

Additional right-of-way will be required for auxiliary lanes and shall be designed in accordance with the *Design Criteria Manual*. The developer is responsible for the design, right-of-way and easement acquisition, and the construction of the auxiliary lanes, including adjustments of utilities and sidewalks.

6.4.6. OTHER ACCESS WAYS

A. Sidewalks

1. Sidewalks Required

The developer shall install sidewalks on all public streets within and abutting the development. Sidewalks are not required for the local rural street standard where the lots are one acre or larger in area. A waiver of sidewalks may be granted by the Zoning Administrator if it is determined that construction is not feasible at time of development for engineering reasons or inappropriate due to the nature of the project.

2. Standards

Sidewalks shall be built in accordance with the *Design Criteria Manual,* the Hike and Bike System Master Plan, and Texas Accessibility Standards.

B. Walkways

The minimum width of an easement for a public walkway shall be 15 feet. Walkways are typically sidewalks constructed between lots, not adjacent to roadways. Walkways may be required to provide access to schools, parks, playgrounds, or nearby roads.

C. Bicycle Facilities

Bicycle facilities shall be designed and built in accordance with the Hike and Bike System Master Plan.

D. Easements

The developer may, at his own option, choose to provide additional private access easements for sidewalks, walkways, or bicycle facilities. Construction and maintenance of these private access easements will be the responsibility of the developer and/or subsequent owners.

E. Alleys

New public alleys are prohibited. Access that functions as an alley shall be dedicated as a private access easement.

6.4.7. DEVELOPMENT REQUIREMENTS

A. State Roadways

The developer may be required to construct curbs, gutters, and sidewalks to the City's requirements on developments abutting roadways designated as state highways, or on right-of-way or land owned by the State. The developer may petition for a determination by the Zoning Administrator that the construction is either not feasible at the time of development for engineering reasons or inappropriate due to the nature of the construction project. If it is determined the construction is not feasible or is inappropriate, funds shall be placed in escrow for the design and construction of the facilities. The escrow shall not be refundable.

B. Coordination with Planned Street Projects

Where a development will abut an existing street for which construction plans have been prepared for future improvements, the plans for the development shall be coordinated with the construction plans. If the developer requests an alteration to the construction plans, and the City agrees to the alteration, the developer shall pay to revise the plans as necessary and escrow any increased construction costs. The escrow will not be refundable.

C. Street Appurtenances with Construction

All public street construction shall include streetlights, street signs, signals, and pavement markings. The developer will be responsible for all costs associated with the design and construction or installation of these street appurtenances. Streetlights shall also be required on all perimeter public streets along the frontage of the development. Conduit for fiber optic cables may be required at signalized intersections and along roadways identified in the City's network fiber plan. All street appurtenances shall be designed and constructed in accordance with the *Design Criteria Manual*.

6.4.8. PAYMENT REQUIREMENTS

A. Payment May be Collected for Site Required Facilities

Upon the developer's request to defer construction of required public improvements, a payment in lieu of construction may be collected for required improvements. The Director of Public Works and Transportation may agree to defer construction of required improvements and accept payment when construction of the required improvements is not feasible at the time of development. The payment amount shall be estimated based on the total estimated cost of design, utility

relocation, and construction of the improvements unless otherwise specified in this section.

B. Easements Required

The developer shall provide the right-of-way/easements even if construction is determined not to be feasible and payment is accepted.

6.4.9. CONTRACT POLICIES AND PROCEDURES

Standard three-party contracts executed by the contractor, the developer, and the City are required for all public improvements. The contracts also include two-year maintenance bonds, performance bond, payment bond, insurance, and other requirements and fees as detailed in the *Design Criteria Manual*.

6.4.10. OWNERSHIP AND MAINTENANCE

All public facilities constructed within dedicated public rights-of-way or public easements shall be and shall remain the property of the City and, after expiration of the maintenance bonds, shall be maintained by the City.

6.4.11. PRIVATE STREETS

A. Design and Construction Requirements

Private street widths, cross-sections, and design criteria shall comply with City standards and shall meet the minimum construction standards for public streets, including its appurtenances such as streetlights, street signs, and pavement markings. If the development will be gated, it shall comply with the gated entry guidelines in the *Design Criteria Manual*.

B. Streets Excluded

Streets shown on the Thoroughfare Development Plan shall not be used, maintained, or constructed as private streets. In addition, the City may deny the creation of any other private street if, in the City's judgment, the private street would have any of the following effects:

1. Negatively affect traffic circulation on public streets;

2. Impair access to property either on-site or off-site to the subdivision;

3. Impair access to or from public facilities including schools, parks and libraries; or

4. Delay the response time of emergency vehicles.

C. Separate Lot Required

Private streets shall be constructed within a separate lot owned by the property owners' association. This lot shall conform to the City's standards for public streets and rights-of-way. An easement covering the street lot shall be granted to the City providing unrestricted use and maintenance of the property for utilities. This right shall extend to all utility providers operating within the City. The easement shall also provide the City with the right of access for any purpose related to the exercise of a governmental service or function, including but not limited to, fire and police

protection, inspection, and code enforcement. The easement shall permit the City to remove any vehicle or obstacle within the street lot that impairs emergency access.

D. Cost of Private Streets

The City shall not pay for any portion of the cost of constructing or maintaining a private street and its appurtenances.

E. Inspections

Inspections of private streets shall be performed by the City at the developer's cost or by a third party in accordance with requirements outlined in the *Design Criteria Manual*.

F. Maintenance

Developments with private streets shall have a mandatory property owners' association that includes all property served by private streets to ensure maintenance of the private street.

G. Waiver of Services

The subdivision's recorded plat, property deeds, and property owner association documents shall note that certain City services shall not be provided on private streets. Among the services that will not be provided are: street maintenance, routine police patrols, enforcement of traffic and parking ordinances, and preparation of accident reports. Depending on the characteristics of the proposed development, other services may not be provided.

H. Conversion of Private Streets to Public Streets

A request to convert private streets to public streets shall be considered in accordance with Section 10.4.21, *Converting Private Streets to Public Streets*.

6.4.12. STREET NAMES

The developer shall name streets in conformance with the following:

A. Proposed street names shall be substantially different in sound and spelling from existing street names in the city and the city's extraterritorial jurisdiction.

B. If a new street is a direct or logical extension of an existing street, the existing street name shall be used.

C. All proposed street names shall be approved by the Zoning Administrator.

D. Street names shall be no more than 14 characters including spaces, but excluding the suffix.

6.4.13. ALTERNATIVE LOCAL STREET STANDARDS

Alternative street designs may be allowed in accordance with the following table with the approval of the Zoning Administrator if an adequate level of service is still provided by the proposed design. There shall be no waivers from construction specifications.

Table 6.4-3: Local Street Standards

	28 ft	**Rural (one acre lots) 28 ft**	**24 ft**	**22 ft**
On-street Parking	Allowed Both Sides	None Allowed	Allowed on One Side Only	None Allowed
Alleys (Private Access Easements)	Allowed	Allowed	Required	Required
Maximum Block Length	1,000 to 1,200 ft, maximum of 12 lots, or DOT approval		600 to 800 feet with no maximum number of lots per block	
Hydrant Bulb-out	Allowed	Allowed	Required	Required
Minimum Turning Radii	20 ft	20 ft	20 ft	20 ft
Mountable Curb and Gutter (shall have Parkway)	Allowed	Bar ditches and streets without curbs allowed in lieu of curb and gutter	Required	Required
Residential Fire Sprinklers	Allowed	Allowed	Allowed	Required: Fire Department may grant a waiver if other means of access, increased turning radii, and additional hydrants are provided.
Street Lights	Required	Allowed	Required	Required
R.O.W./Access Easements	50 ft	60 ft + 10 ft on each side for drainage easement	46 ft	44 ft
Sidewalks	Required: Minimum width of four feet required on both sides of street with minimum parkway width of five feet.	Allowed	Required: Minimum width of four feet required on both sides of street with minimum parkway width of five feet.	Required: Minimum width of four feet required on both sides of street with minimum parkway width of five feet.

6.5. DRAINAGE AND ENVIRONMENTAL STANDARDS

6.5.1. DRAINAGE AND STORMWATER MANAGEMENT POLICIES

A. Adequate Facilities

Where it is anticipated that runoff incident to the development of the subdivision will exceed the capacity of an existing downstream drainage feature and result in hazardous conditions (such as flood heights, velocity, flow over road, etc.), the City may deny approval of the plat if plans for mitigation have not been accepted by the City. Mitigation plans shall be provided that include, but are not limited to, all necessary onsite and off-site improvements including storage, storm sewer systems, channel modifications, driveway adjustments, and culvert improvements. The mitigation construction shall be completed prior to the issuance of building permits. The City may accept the phasing of development.

B. Developer Responsibility

The developer shall be responsible for all storm drainage flowing to, through, from, and adjacent to the property. This responsibility includes the drainage directed to that property by prior or anticipated development as well as drainage naturally flowing through the property due to topography. The developer shall pay for all costs associated with the onsite and off-site drainage features and improvements to mitigate negative effects on water quality and quantity, and the dedication of necessary drainage easements.

C. Easements

Drainage easements shall be dedicated for public drainage features in accordance with requirements of Section 6.5.2, *Drainage Features*. Drainage easements and features shall be included as a portion of buildable (habitable structure) lots and not as a lot by itself unless specifically authorized by the Zoning Administrator or designee. If a drainage feature is approved on a separate lot, a mandatory property owner's association is required and subject to Section 6.2.3.D, *Property Owners' Association Responsibility*.

Permanent public drainage features such as pipes, flumes, or concrete-lined channels that cross property lines, or those located in street rights-of-way or public drainage easements are considered public. Drainage features that do not meet these criteria or deemed otherwise by the City may be considered private and maintained by the property owner. Private drainage easements shall be dedicated for all private drainage features. Easements not dedicated by plat shall be dedicated by separate instrument.

D. Stormwater Quality

Designs for development shall manage stormwater in a manner that protects and/or improves stormwater quality by addressing the development's potential to cause erosion, pollution, siltation, and sedimentation in the MS4 and natural creeks. The goal is to maintain after development, to the maximum extent practicable, the predevelopment characteristics of stormwater runoff from the development. It is

the developer's responsibility to ensure that designs for the development meet the stormwater management requirements of adopted City codes.

E. Stormwater Runoff

Stormwater runoff shall be calculated anticipating a fully developed watershed. The comprehensive plan, existing land use, and zoning maps shall be used to determine fully developed conditions. The Zoning Administrator or designee reserves the right to review the determination of fully developed conditions and may require revisions.

F. Conveyance of Development Runoff

Where drainage features such as storm drainage systems, ditches, channels, and natural creeks are reasonably available to receive runoff, the runoff for the design frequency storm shall be collected onsite and conveyed in a storm sewer system to the existing feature.

G. Positive Overflow

Positive overflow means that flow greater than the design frequency storm will be conveyed by a secondary drainage feature without flooding structures. Streets are designed to carry a specified quantity of stormwater within the right-of-way according to the street classification. At sump locations or slope limitations where the stormwater will leave the right-of-way, a positive overflow path shall be provided. A drainage easement shall be dedicated between lots at or near the low point in the street to allow for positive overflow systems. The Zoning Administrator or designee may allow alternative designs.

H. Minimum Finish Floor Elevations

The City may require the developer’s engineer to establish minimum finished floor elevations (MFF) to provide flood protection on certain lots contained within the subdivision. The MFFs shall be shown on the plat. These elevations shall incorporate the most current floodplain management criteria or other criteria as necessary to avoid damages. The minimum finish floor elevation shall be two feet above the fully developed 100-year water surface elevation where the MFF is associated with a natural creek or open channel. When the MFF is necessitated by situations other than a natural creek or open channel, the MFF shall be set by the developer's engineer and agreed upon by the City.

The following note or an amended version appropriate to the specific plat shall be added to any plat upon which the City requires the establishment of minimum finish floor elevations:

> *"The City of Arlington reserves the right to require minimum finish floor elevations on any lot contained within this addition. The minimum elevations shown are based on the most current information available at the time the plat is filed and may be subject to change. Additional lots, other than those shown, may also be subject to minimum finish floor criteria."*

I. Off-Site Drainage

1. The developer is responsible for the evaluation of the discharge leaving the proposed development and its effect on downstream structures, features, and property, including but not limited to, flooding, stream channel stability, and water quality. The developer may be required to mitigate adverse impacts.

2. When any proposed development requires off-site grading or where stormwater runoff has been collected or concentrated, the runoff from the required design frequency shall not be permitted to drain onto adjacent property except in existing creeks, channels, storm sewers, or streets unless a drainage easement is provided in accordance with the *Design Criteria Manual*.

6.5.2. DRAINAGE FEATURES

A. Stormwater Conveyance

The three types of runoff conveyance features are natural creeks, closed systems, and improved open channels. The *Design Criteria Manual* contains specific criteria regarding the design of the drainage features. Natural streams and channels are the preferred method of conveyance, and the objective of these regulations is to minimize modifications of natural streams and channels. Closed systems or constructed/modified open channels are permitted only when the Zoning Administrator or designee determines that they are appropriate based upon site constraints such as easements, utility infrastructure, and hydraulic conditions.

1. Natural Creeks

Natural creeks shall be preserved unless it is determined by the Zoning Administrator or designee that it is not feasible to leave the creek in its natural state. In order to assist in this determination, the following are required:

a. Report

A hydrologic and hydraulic report is required to establish the 25- and 100-year water surface profiles. The requirements for the report are outlined in the *Design Criteria Manual*.

b. Easement

Easements shall be dedicated for all drainage features as outlined in the *Design Criteria Manual*. Additional easements may be required to provide access to the creek for maintenance.

c. Erosion Clear Zone (ECZ)

An ECZ shall apply to all development activity. No portion of any building, pavement surface, fence, wall, swimming pool, or other structure shall be located or constructed within the ECZ. The ECZ shall be shown, labeled, and described by metes and bounds on the plat or site plan when the ECZ lies outside the drainage easement. One of the following shall apply:

(i) To establish the ECZ, a line shall be projected from the toe of the slope of the bank of the natural creek on a three-foot horizontal to one-foot vertical slope to the natural ground surface:

(1) If the resulting intersecting line is greater than 50 feet horizontally from the toe of the slope of the bank, the ECZ shall be located at the intersection point. This is illustrated in Figure 6.5-A: Deep Depth Creeks ECZ.

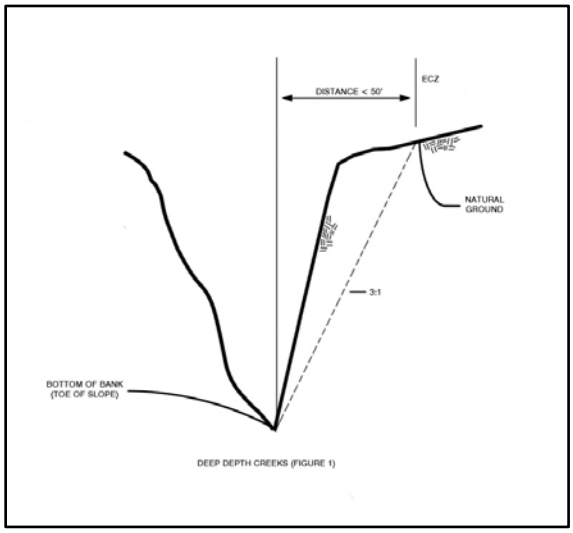


Figure 6.12 Deep Depth Creek ECZ

(2) If the resulting intersecting line is at least 40 feet, but less than 50 feet horizontally from the toe of the slope of the bank, additional footage shall be added to the requirements, so that a total of 50 feet measured horizontally from the toe of the slope of the bank is in the setback. This is illustrated in Figure 6.5-A Medium Depth Creek ECZ.

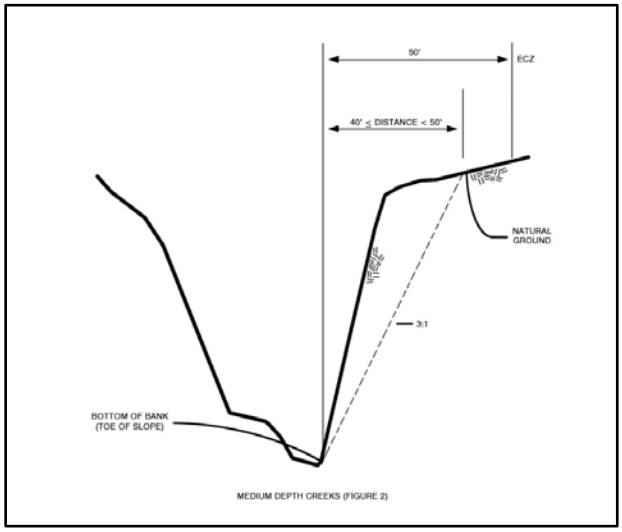


Figure 6.13 Medium Depth Creek ECZ

(3) If the resulting intersecting line is less than 40 feet horizontally from the toe of the slope of the bank, an additional 10 feet shall be added to the requirements. This is illustrated in Figure 6.5-A Shallow Depth Creek ECZ.

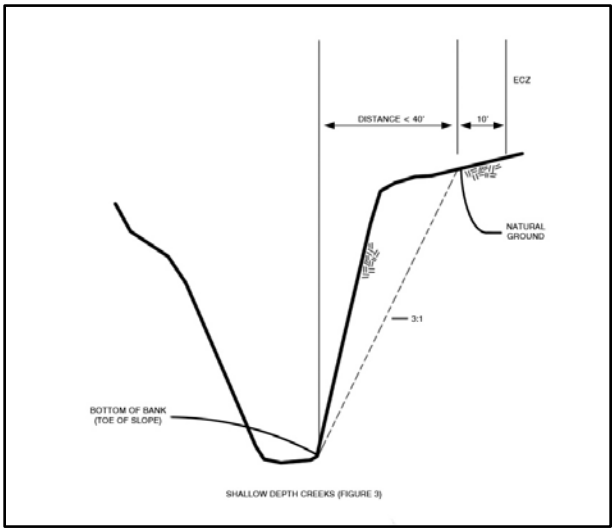


Figure 6.14 Shallow Depth Creek ECZ

(ii) When an ECZ is established, the following note or an amended version approved by the Zoning Administrator shall be added to the plat or site plan:

"No buildings, fences, or other structures/improvements are allowed to be placed within the Erosion Clear Zone."

(iii) In lieu of an ECZ, the developer may submit a plan to stabilize and protect the banks of the creek. The plan shall be submitted to the City, and the US Army Corps of Engineers Section 404 permit shall be accepted prior to recording the plat.

d. Creek Buffer Zone (CBZ)

A creek buffer zone is a riparian zone primarily for the preservation and encouragement of natural habitat and shall apply to any development activity. The following shall apply to creek buffer zones:

(i) The limits of the creek buffer zone on each side of the creek shall be 25 feet, measured from the top of bank of the creek perpendicular away from the creek. Where the top of bank is not clearly defined, the CBZ will begin at the 2-year water surface elevation of the creek. When the creek buffer zone lies outside the drainage easement, it shall be shown, labeled, and described by metes and bounds on the plat.

(ii) No buildings, swimming pools, or other structures shall be constructed within the CBZ. Only the following facilities may be allowed in the creek buffer zone:

(1) Facilities that cross the creek, such as railroads, streets, bridges, and utilities.

(2) Park amenities, such as trails, playgrounds, and benches.

(iii) Overland flow shall be maintained as sheet flow within the creek buffer zone.

(iv) When a CBZ is established, the following note or amended version as approved by the Zoning Administrator shall be added to the plat or site plan:

"No buildings, swimming pools, or other structures/ improvements are allowed within the Creek Buffer Zone, except for facilities that cross the creek or for park amenities such as trails, playgrounds and benches, as long as they do not concentrate surface drainage."

e. Erosion Protection

Where natural creeks connect to improved systems, permanent transitional materials shall be required. Additionally, in areas along the natural creek where excessive erosion may occur, grade control structures, drop structures, or other structures may be required to stabilize the channel and flowline.

f. Maintenance

The following shall apply to natural creeks.

(i) The City is not responsible for any maintenance or cleaning of the natural creek.

(ii) The property owner shall be responsible for maintenance and cleaning of the creek.

(iii) The property owner shall acknowledge maintenance responsibility by means of a maintenance statement or by an agreement approved by the City to provide for any maintenance of the natural creek and its associated drainage easement.

(iv) Maintenance Statement. When an easement is dedicated for a natural creek by plat, a maintenance note as approved by the Zoning Administrator shall be placed on the plat acknowledging maintenance responsibility by the property owner. If the easement is created by separate instrument, a maintenance statement shall be included in the dedication instrument to provide for the continuing maintenance of the natural creek and associated easement by the property owner.

(v) Maintenance Agreement. When an agreement is utilized, the agreement shall be executed prior to recording the plat. For properties that are already platted, the agreement shall be executed prior to the issuance of a building permit. The agreement shall be filed with the Tarrant County Clerk and be a covenant

running with the land. Property owner will be responsible for all fees associated with filing the agreement with the Tarrant County Clerk.

2. Closed Systems

The closed system, when permitted, shall be connected to an existing system or extended until it reaches an open channel or natural creek. Alternative designs shall be approved by the Zoning Administrator or designee when it is determined that the proposed design is satisfactory and complies with the intent of the provisions of this article, and that the alternative is at least the equivalent of that prescribed by this article in quality, strength, effectiveness, durability, and safety.

a. Easement

Drainage easements shall be dedicated as outlined in the *Design Criteria Manual*. Additional drainage easements may be required at specific locations for access to the system for maintenance.

b. Erosion Protection

Where closed systems connect to natural creeks or improved open channels, end sections and/or transitional materials are required for erosion protection.

c. Maintenance

The City will maintain only the public drainage improvements within the drainage easement. Any other improvements or maintenance, including driveways or driveway culverts, shall be the responsibility of the property owner.

3. Constructed/Modified Open Channels

A request for a constructed/modified open channel shall be evaluated by the Zoning Administrator or designee and permitted when appropriate based on site constraints and hydraulic conditions. Constructed/modified open channels may incorporate the following: gabions, pre-cast concrete block, native stone, vegetation, bio-engineered systems, or equivalent erosion control devices. The following requirements shall be met:

a. Report

A hydrologic and hydraulic report is required to establish the 100-year water surface profiles. The requirements for the report are outlined in the *Design Criteria Manual*.

b. Easement

Drainage easements shall be dedicated as outlined in the *Design Criteria Manual*. Additional drainage easements may be required at specific locations for access to the system for maintenance.

c. Channel Buffer Zone

A channel buffer zone is a riparian zone primarily for the preservation and encouragement of natural habitat. It is required for constructed/modified open channels when constructed with porous materials or when the channel is vegetated. The channel buffer zone shall apply to all development activity.

(i) The limits of the channel buffer zone on each side of the channel shall be 10 feet, measured from the top of bank of the channel perpendicular away from the channel. When the channel buffer zone lies outside the drainage easement, it shall be shown, labeled, and described by metes and bounds on the plat and/or site plan.

(ii) Only the following facilities may be allowed in the channel buffer zone:

(1) Facilities that cross the creek, such as railroads, streets, bridges, and utilities.

(2) Park amenities, such as trails, playgrounds, and benches.

(iii) Overland flow should be maintained as sheet flow within the channel buffer zone.

(iv) When a channel buffer zone is established, the following note or amended version as approved by the Zoning Administrator shall be added to the plat or site plan:

"No buildings, swimming pools, or other structures/ improvements are allowed within the Channel Buffer Zone, except for facilities that cross the channel or for park amenities such as trails, playgrounds and benches, as long as they do not concentrate surface drainage."

d. Erosion Prevention

A transition material is required when the channel connects to a natural creek or closed system. The transition downstream of outfalls shall be shaped and/or lined to the point that flow velocities from the outfall and the channel are non-erosive.

e. Maintenance

(i) The City will maintain only structurally improved public drainage improvements within the drainage easement.

(ii) Private improvements and channels constructed of other materials within the easement shall be maintained by the owner or property owner's association. The property owner or association shall acknowledge maintenance responsibility by means of a maintenance statement or by an agreement approved by the City to provide for any maintenance of the open channel and its associated drainage easement.

(iii) Maintenance Statement. When an easement for a privately maintained stormwater facility is dedicated by plat, a maintenance note as approved by the Zoning Administrator shall be placed on the plat and be a covenant running with the land. This statement shall be signed by the property owner. If the easement is created by separate instrument, a maintenance statement shall be included in the dedication instrument to provide for the continuing maintenance of the stormwater facility and its associated easement.

(iv) Maintenance Agreement. When an agreement is utilized, the agreement shall be executed prior to recording the plat. For properties that are already platted, the agreement shall be executed prior to the issuance of a building permit. The agreement shall be filed with the Tarrant County Clerk and be a covenant running with the land. Property owner will be responsible for all fees associated with filing the agreement with the Tarrant County Clerk.

B. Stormwater Mitigation

1. Downstream Structural (Habitable Buildings) Flooding

When downstream structural flooding is known or anticipated, or when the capacity of downstream drainage system is exceeded, the developer will be required to construct stormwater storage. The storage (detention or retention) shall be in accordance with the *Design Criteria Manual.*

2. Easements

The easement shall be sized in accordance with the *Design Criteria Manual*. Additional drainage easement may be required at specific locations for access to the stormwater facility for maintenance.

3. Maintenance

a. The City will not maintain any portion of the stormwater storage facility.

b. The property owner or property owner's association shall acknowledge the maintenance responsibility by means of a maintenance statement or by an agreement approved by the Zoning Administrator to provide for any maintenance of the stormwater storage and its associated drainage easement. If the stormwater storage facility is located on a separate lot held in ownership by the property owner's association, responsibility shall be as outlined in Section 6.2.3.D, *Property Owners' Association Responsibility*.

c. When an easement is dedicated by plat for the stormwater storage, a maintenance note as approved by the Zoning Administrator shall be placed on the plat and be a covenant running with the land. This statement shall be signed by the property owner. If the easement is created by separate instrument, a maintenance statement shall be included in the dedication instrument to provide for the continuing maintenance of the stormwater storage and associated easement.

d. Maintenance Agreement. When an agreement is utilized, the agreement shall be executed prior to recording the plat. For properties that are already platted, the agreement shall be executed prior to the issuance of a building permit. The agreement shall be filed with the Tarrant County Clerk and be a covenant running with the land. Property owner will be responsible for all fees associated with filing the agreement with the Tarrant County Clerk.

C. Temporary Drainage Features

Temporary drainage features, including but not limited to grade to drain features and ditches, may be allowed with the approval of the Zoning Administrator or designee. The temporary drainage facilities shall be permanently improved with the development of the property in which the feature is located, unless otherwise approved by the Zoning Administrator or designee.

D. Permanent Best Management Practices (BMPs) for Stormwater Quality

When a permanent BMP for stormwater quality is established, the following shall apply:

1. Easements

Easements shall be dedicated in accordance with the *Design Criteria Manual*.

2. Maintenance

a. The City will not maintain any portion of the BMPs.

b. The property owner or property owner's association shall be responsible for maintenance and cleaning of the BMPs.

c. The property owner or property owner's association shall acknowledge the maintenance responsibility by means of a maintenance statement or by an agreement approved by the City to provide for any maintenance of the BMPs and associated easements. If the BMP is maintained by the property owner's association, responsibility shall be as outlined in Section 6.2.3.D, *Property Owners' Association Responsibility*.

d. When an easement is dedicated by plat for the BMPs, a maintenance note as approved by the Zoning Administrator shall be placed on the plat and be a covenant running with the land. This statement shall be signed by the property owner. If the easement is created by separate instrument, a maintenance statement shall be included in the dedication instrument to provide for the continuing maintenance of the features and associated easement.

e. Maintenance Agreement. When an agreement is utilized, the agreement shall be executed prior to recording the plat. For properties that are already platted, the agreement shall be executed prior to the issuance of a building permit. The agreement shall be filed with the Tarrant County Clerk and be a covenant running with the land. Property

owner will be responsible for all fees associated with filing the agreement with the Tarrant County Clerk.

6.5.3. CONTRACT POLICIES AND PROCEDURES

Standard three-party contracts executed by the contractor, the developer, and the City are required for all public drainage construction. The contracts also include two-year maintenance bonds, performance bond, payment bond, insurance, and other requirements and fees as detailed in the *Design Criteria Manual*.

6.5.4. OWNERSHIP AND MAINTENANCE

All public facilities constructed within dedicated public rights-of-way or public easements shall be and shall remain the property of the City and, after expiration of the maintenance bonds, shall be maintained by the City.

6.6. WATER AND SANITARY SEWER REQUIREMENTS

6.6.1. BASIC POLICY

A. Adequate Utility Systems Required

Subdivisions within the city of Arlington shall be provided with an approved water supply and distribution system and with an approved sewage collection and disposal system. An adequate water supply and distribution system and sanitary sewer system shall conform to the "Water and Sewer Chapter" of the Code of the City of Arlington and the *Design Criteria Manual*, as amended. All systems must be consistent with the Master Plan for Water Distribution and Basin Sanitary Sewer Evaluation Studies.

6.7. LINEAR PARKS

6.7.1. PURPOSE AND INTENT

A. Purpose

The purpose of this section is to:

1. Assure that sufficient linear park land and facilities are provided to meet the recreational demands and needs of those residents of the city that are created as a result of new residential growth and development; and

2. To encourage measures for nonstructural flood control that will reduce the risk of flood damage for surrounding development.

B. Findings

It is the intent of these regulations to require that linear park land be provided in proportion to the needs for the park land created by new residential development in accordance with the Parks Master Plan during the plat approval process. Accordingly, the City makes the following findings:

1. Linear parks provide passive open space and recreational opportunities for city residents, such as bicycling, running, walking, and roller skating.

2. Linear parks protect natural systems, preserve remaining native tree stands and significant vegetation, and provide riparian habitat for wildlife, all of which are enjoyed by city residents.

3. Linear parks serve the purpose of providing critical flood zones for stormwater storage, erosion control, and water purification.

4. The obligation should initially be placed on the developer of the subdivision to provide linear parks proportional to the needs generated for park land by the proposed subdivision.

5. While it is the City's intent to acquire all of the 100-year floodplain contained within designated linear parks, the developer should not be required to contribute more than their fair share of land and improvements needed for linear parks; consequently, the City should acquire park land and participate in the costs of making improvements that exceed the developer's proportionate share.

6. It is reasonable to use linear park fees as a measure of the needs for linear park land and improvements generated by the subdivision and for purposes of apportioning the costs of land and improvements for linear park land between the developer and the City.

6.7.2. LINEAR PARK PLATTING REQUIREMENTS

A. Except as expressly provided otherwise in this article, whenever a development includes land within a linear park, as indicated in Exhibit "C" of the Arlington Park Development Fee Ordinance, the land shall be platted as a separate tract and shall be dedicated to the City to the extent required in this section. The plat also shall designate sufficient land immediately adjacent to the linear park for street access to the linear park. Prior to approval of any plat, or replat, the owner shall offer to dedicate, at a minimum, their proportional share of land to the City.

B. No plat application shall be accepted for review unless the requirements of this section are met. These requirements include, but are not limited to the following:

1. The configuration of the linear park land and the street access shall be shown on the plat;

2. A proposed purchase agreement shall be attached when the owner anticipates selling any part or all of the linear park land to the City; and,

3. A proposed developer participation agreement shall be attached, unless specifically waived in writing by the Director of Parks and Recreation.

4. Failure to designate linear park land or street access on the plat and execute agreements as required by this section shall be grounds for denial of the plat.

C. The Director of Parks and Recreation shall first determine the amount of linear park land required to satisfy the needs of the residents of the proposed subdivision, based upon the Park Improvements Plan and the Arlington Park Development Fee Ordinance. The amount of land to be dedicated by the developer shall initially be

determined by dividing the amount of the maximum linear park fees due (Schedule 1) for the subdivision by the value of the linear park land (expressed as dollars per acre) established under Exhibit D of the Arlington Park Development Fee Ordinance. Separate valuations for floodway and the remainder of the land in the 100-year floodplain may be established. The Director of Parks and Recreation shall determine the location, suitability, and the boundaries of the land required to be dedicated in accordance with the site criteria contained in section 6.7.3, *Linear Park Site Criteria*.

D. To the extent that the amount of the linear park land included within the subdivision exceeds the amount of land required to be dedicated under Section 6.7.2.C, the City in its sole discretion may acquire all or part of the excess land within the linear park tract using the procedure set forth in this section, or authorize the owner to continue the plat approval process excluding the excess land or part thereof from the linear park tract.

E. Whenever the amount of linear park land within the subdivision equals or exceeds the amount required to be dedicated under Section 6.7.2.C, the dedication of the land shall be deemed to offset all linear park fees due for the subdivision under the Arlington Park Development Fee Ordinance. If the amount of linear park land to be dedicated is less than that needed to serve the subdivision, the City shall offset the value of the land against linear park fees otherwise due for the subdivision pursuant to procedures set forth in the Arlington Park Development Fee Ordinance.

F. The City may, in its sole discretion, agree to purchase the amount of linear park land within the subdivision that is equal to or exceeds the amount required to be dedicated under Section 6.7.2.C in lieu of offsetting linear park fees due for the subdivision. If the owner prefers to sell land to the City, then a proposed purchase agreement shall be submitted with the plat application.

G. Any plat to be recorded shall show the location and dimension of all land to be dedicated and/or reserved as linear park land and include the following dedication statement:

> *The portion labeled on the plat as "Linear Park Land" is dedicated to the public use as a linear park in fee simple title to the City of Arlington, Texas. The Linear Park Land is to be used by the public for reasonable recreational activities consistent with the area as a residential subdivision, and may be improved and maintained by the City of Arlington, Texas as necessary to facilitate those purposes.*

6.7.3. LINEAR PARK SITE CRITERIA

The suitability of land for linear park purposes shall be evaluated by the City through Section 10.4.20, *Linear Park Platting and Acquisition*, in accordance with the following criteria:

A. Linear park sites shall be of a suitable size, dimension, topography, and general character to meet the design criteria specified in the Parks Master Plan and in the Park Improvements Plan for linear park facilities.

B. In determining the suitability of the land for inclusion in a linear park under this section, the Director of Parks and Recreation shall take into account the relative

sizes of the 100-year floodplain and the floodway within the area to be subdivided and the usability of the land to be dedicated.

C. Access to the linear park shall be available through a dedicated public street in accordance with criteria in Section 6.7.4, *Linear Park Street Access*.

D. Linear parks shall have a minimum width of 50 feet on each side of a river or creek channel, where feasible, measured from the top of the bank and excluding the channel.

E. As a general rule, the location of street access to linear parks shall be located on the outside edge of the 100-year floodplain.

F. Any proposal to dedicate only a proportionate share of land identified as linear park land in the Parks Master Plan should be located adjacent to the street access for the linear park.

6.7.4. LINEAR PARK STREET ACCESS

A. The developer shall provide access to linear park land by dedicating a minimum of 50 feet of right-of-way for a street contiguous to the linear park tract. The intent of this provision is to ensure that street access is provided, at a minimum, to 50 percent of the length of the park, on both sides of the creek, unless an alternative proposal is approved pursuant to Section 6.7.5.D. If street access is already in place along the entire length of one side of the existing or proposed linear park area, additional street access is only required for 25 percent of the length of the opposing side, unless an alternative proposal is approved pursuant to Section 6.7.5.D. Unless otherwise required by the Department of Public Works and Transportation, the street shall be designed as a single-loaded facility with a minimum paving width of 28 feet, in accordance with Section 6.4, *Street and Right-of-Way Requirements*.

B. If the City already owns linear park land adjacent to the proposed subdivision, linear park street access shall be provided adjacent to the park land in the manner set forth in this section.

C. In order to facilitate access to linear parks, the City may require perpetual unobstructed walkway or bikeway easements in accordance with the Parks Master Plan, the Park Improvements Plan for linear park facilities, and the requirements of Section 6.4, *Street and Right-of-Way Requirements*.

D. The developer may propose an alternative design for access to the linear park tract. The alternative design may include reduction in the linear footage of street frontages, cul-de-sacs fronting on the linear park, and loop streets that provide public access fronting on the linear park. In considering the alternative subdivision design, the Director of Parks and Recreation's recommendations to the Commission or City Council shall take into account the topography and the nature of the linear park land, the extent to which adequate access already is provided to adjoining linear park land, and the extent to which the alternative subdivision design meets related standards in these regulations. In approving any alternative subdivision design, the street frontage along the linear park shall be maximized.

E. Storm drainage system criteria shall be as specified in Section 6.5, *Drainage and Environmental Standards*. Drainage improvements shall be constructed to the flowline of the main drainage feature. Outfalls shall be designed and aligned to minimize bank erosion. Storm drainage plans and locations reviewed by the Zoning Administrator shall be coordinated with the Parks and Recreation Department and shall meet all requirements of the Subdivision Regulations.

F. All public utilities shall be underground in and along linear parks and along rear lot lines of property abutting linear parks. However, the Zoning Administrator may authorize the construction of above-ground utilities in those instances where the Zoning Administrator determines:

1. The benefit of underground utilities is outweighed by the harm or damage to the soils, topography, plant materials, and natural habitat caused by the installation of underground utilities; and,

2. The installation of above-ground utilities does not create any hazards, detract from the appearance of adjacent linear park land, or otherwise conflict with the purpose and intent of the City's linear park system.

G. Water and sanitary sewer utility alignments shall be coordinated with the Parks and Recreation Department and designed to serve linear parks where necessary.

6.7.5. CITY PARTICIPATION

The City may participate in a maximum of 50 percent of the costs of linear park street access improvements and related costs for design, drainage, and inspection attributable to linear park land or linear park street access improvements within the subdivision, or may enter into an agreement to reimburse the developer for the excess costs.

A. Participation and reimbursement provisions shall be incorporated in a developer participation agreement as required in Section 6.7.6.

B. The City's participation in excess costs pursuant to this section shall be in accordance with state law and contingent on approval by City Council and availability of funds.

6.7.6. DEVELOPER PARTICIPATION AGREEMENT

The City may enter into a developer participation agreement for linear park street access improvements consistent with the following requirements, which shall be incorporated into the agreement:

A. Design and construction of roadways providing access to linear parks shall be in accordance with the City's standards and policies governing procurement of professional services.

B. All linear park improvements shall be constructed in accordance with plans and specifications approved by the Parks and Recreation Department.

C. Prior to construction of any improvements, the owner shall deliver to the City departments responsible for accepting, approving, or supervising the improvements a performance bond, payment bond, and maintenance bond from the contractor

performing the work in the sum of 100 percent of the cost to complete the improvements. These bonds shall be executed by a surety company acceptable to and approved by the City and authorized to do business in the State of Texas. The bonds shall be in a form acceptable to and approved by the City. In addition, if the bonds exceed the amount of $100,000, they shall be issued by a surety that is qualified to assure obligations permitted or required under federal law, as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570.

D. All improvements shall be expressly warranted and the maintenance bond shall insure that construction is in compliance with plans and specifications approved by the City Departments responsible for accepting, approving, or supervising the improvements, and is free from all defects. Any defects shall be remedied and repaired within 20 days of written notice from the City that the defect exists unless additional time is granted, in writing, to remedy the defect. The City shall be indemnified from all expenses and liability incurred by the City as a direct and proximate cause of any the defects for a period of up to two years after acceptance of the improvement.

E. Before awarding construction contracts for linear park street access improvements, the total bid plus unit price bids shall be submitted to the Parks and Recreation Department or the City department(s) responsible for accepting, approving, or supervising the improvements. If, in the Zoning Administrator's sole opinion, the bid amounts exceed prices normally bid for the improvements, he may require the owner to seek additional bids.

F. All construction contracts shall be submitted to the City departments responsible for accepting, approving, or supervising the improvements for approval. Once approved by the department(s), a contract may not be amended or changed without prior written approval to the extent that the amendment or change impacts the improvement.

G. During the construction of the linear park street access improvements, the City shall have the right, but not the duty, to inspect the park improvements for compliance with the approved plans and specifications and the developer participation agreement or three-party contract.

H. The Parks and Recreation Department may require, at its option, that title insurance be provided at the owner's cost in an amount equal to the amount paid for the land and any improvements thereon, or other evidence of good title acceptable to the City Attorney or his designee, indicating that the City will be receiving good and indefeasible fee simple title free and clear of all liens, encumbrances and restrictions.

I. If the linear park street access improvements are in compliance with the approved plans and specifications and the developer participation agreement, the Zoning Administrator shall issue a letter of acceptance that shall evidence the City's acceptance of ownership and maintenance of the public improvements and the real property associated therewith. In no event shall the City be required to accept separate improvements at different times; however, nothing shall preclude the City

from doing so if, in the reasonable opinion of the Zoning Administrator, it is beneficial and feasible for the City to do so. The City shall not release any funds for payment towards improvements until the owner provides detailed documentation of the costs incurred, together with a written payment request, and the Zoning Administrator has finally accepted the improvements.

J. The City, its officers, agents, and employees shall be indemnified, defended, and held harmless from all suits, actions, or claims of any character, name, and description brought for or on account of any injuries, including death or damages, received or sustained by any person or property on account of or arising out of the construction of a park improvement or defects existing within the warranty period; or on account of or arising out of the operations of the developer, its contractor, agents, or employees or the contractor's subcontractors, agents, or employees; or on account of any negligent act or omission of the developer, its contractor, agents, or employees or the contractor's subcontractors, agents, or employees; and shall be required to pay any judgment with costs, which may be obtained against the City, its officers, agents, or employees growing out of the injury, including death or damages.

6.7.7. PROTECTION/RESTORATION OF PARK LAND

A. No person, firm, partnership, corporation, group, organization, or other entity of any type or nature specifically including, but not limited to, the owner of a proposed subdivision shall develop, improve or alter any floodway or the remainder of the land in the 100-year floodplain adjacent to or included within an existing or a proposed linear park site as specified in Exhibit "D" of the Arlington Park Development Fees Ordinance unless previously authorized by the Zoning Administrator in accordance with the "Flood Damage Prevention" Chapter of the Code of the City of Arlington.

B. No person, firm, partnership, corporation, group, organization, or other entity of any type or nature specifically including, but not limited to, the owner of a proposed subdivision, shall dump or deposit fill material in any floodway or in the remainder of the land in the 100-year floodplain adjacent to or included within an existing or a proposed linear park site as specified in Exhibit "D" of the Arlington Park Development Fees Ordinance unless previously authorized by the Zoning Administrator or designee in accordance with the "Flood Damage Prevention" Chapter of the Code of the City of Arlington.

C. No person, firm, partnership, corporation, group, organization, or other entity of any type or nature specifically including, but not limited to, the owner of a proposed subdivision, shall remove or disturb trees or significant vegetation in any floodway or in the remainder of the land in the 100-year floodplain adjacent to or included within an existing or a proposed linear park site as specified in Exhibit "D" of the Arlington Park Development Fees Ordinance unless approved pursuant to a restoration plan previously authorized and approved by the Zoning Administrator or designee, in accordance with the "Flood Damage Prevention" Chapter of the Code of the City of Arlington.

D. Prior to development of any land adjacent to any proposed or dedicated linear park site as specified in Exhibit "D" of the Arlington Park Development Fees Ordinance, appropriate fencing shall be installed along the line of adjacency with the linear park site to prevent any disturbance to the linear park site during any period of development. The minimum standard for "appropriate fencing" shall be a six-foot tall temporary chain link fence.

E. As an alternative to Paragraph D above, the Zoning Administrator may enter into an agreement allowing the owner or applicant to post a cash bond or establish an escrow fund in lieu of installing appropriate fencing along the line of adjacency with the linear park site. Prior to entering into any the agreement, the Zoning Administrator shall determine that the risk of damage to the linear park site by the development is minimal and that the amount of any cash bond or escrow fund is sufficient to repair any reasonably foreseeable damage to the linear park site.

1. The cash bond or escrow fund shall be in an amount determined by the Zoning Administrator as necessary to protect or restore the linear park site to its pre-construction condition. In no event shall the amount of the cash bond or escrow fund be less than ten percent of the total amount of the City's participation in any improvements benefiting the linear park site.

2. A letter of credit shall not be accepted to establish a cash bond or escrow fund. The applicant may, however, purchase a surety bond from a surety company acceptable to and approved by the City and authorized to do business in the State of Texas. The bonds shall be in a form acceptable to and approved by the City. In addition, if the bonds exceed the amount of $100,000, they shall be issued by a surety that is qualified to assure obligations permitted or required under federal law, as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570.

3. The required cash bond or escrow fund may also be established by an agreement to withhold the monies required for the cash bond or escrow fund from payments due under a Developer Participation Agreement. The withholding of the escrow fund moneys shall be in addition to any amount of retainage withheld under a Developer Participation Agreement.

4. In the absence of the protective fence and the establishment of a cash bond or escrow fund hereunder, the City shall be entitled to assert a claim against and withdraw or draw down the moneys from the cash bond or escrow fund as may be necessary to:

a. Clean up debris, waste, and other materials deposited, flowing, migrating, or blowing on to the linear park property from any other source, location, or site; and/or

b. Repair any damage to and/or replace the soils, topography, plant materials, and natural habitat contained in, on, or about the linear park property.

5. Any funds collected from the cash bond or escrow fund may, in the determination of the Zoning Administrator, be held in a City account until it is deemed prudent to clean-up the property or repair and replace damaged soils, topography, plant materials, and natural habitat. While priority will be given to expending the collected funds on cleaning up the property and repairing or replacing soils, topography, plant materials, and natural habitat on, in, and about the damaged linear park property the funds may be used at other locations throughout the City.

6. In asserting a claim against and withdrawing or drawing down funds from the cash bond or escrow fund for clean-up, repairs, and replacement the City shall have no obligation or responsibility to establish the identity of the person, party, or entity responsible for damaging, injuring, littering, or contaminating the linear park property. The applicant seeking relief from the fencing requirement pursuant to this provision shall be deemed to be strictly liable for all damage or injury to and litter or contamination of the linear park property.

F. Any person, firm, partnership, corporation, group, organization, or other entity of any type or nature specifically including, but not limited to, the owner of a proposed subdivision who develops, improves, alters, or fills a proposed linear park site, including any disturbance of natural vegetation, as specified in Exhibit "D" of the Arlington Park Development Fee Ordinance without prior written approval from the Zoning Administrator shall be subject to restoration requirements, clean-up costs, and/or damages.

G. The Zoning Administrator, or an authorized representative, shall have the authority to issue a Stop Work Order or deny permits and inspections on any activity that is contrary to the provisions of this section.

6.7.8. PARK REQUIREMENT AS ADDITIONAL AND SUPPLEMENTAL REQUIREMENT

A. The park dedication requirements established by this section are additional and supplemental to, and not in substitution of, any other requirements imposed by the City on the development of land. The requirements are intended to be consistent with and to further the policies of the City's Comprehensive Plan, the Parks Master Plan, the Arlington Park Development Fee Ordinance, Subdivision Regulations, and all other City policies, ordinances, and resolutions by which the City seeks to promote orderly growth, protect against public harms, and preserve natural resources.

B. This section does not obligate the City to accept or reject offers of dedication or agreements for construction and dedication of improvements for linear park access. These regulations do not prohibit voluntary contributions of park land by property owners.

ARTICLE 7. SIGN STANDARDS

7.1. PURPOSE

7.1.1. GENERAL PURPOSE

The purpose of this article is to provide uniform sign standards that promote a positive city image reflecting order, harmony, and pride, thereby strengthening the economic stability of Arlington's business, cultural, and residential areas as identified in the Comprehensive Plan. The Comprehensive Plan establishes a long-range vision of Arlington, which recognizes that the aesthetics, amenities, and infrastructure of a city are more than just luxuries for its residents; they are vital ingredients to maintain and create cultural and economic value for members of the community.

7.1.2. OBJECTIVES

The goal of maintaining and improving the aesthetic image of Arlington is intended to contribute to a strong sense of neighborhood and community. The objectives and strategies of the sign standards are as follows:

A. To recognize that most signs, by their nature, are designed and located to be seen by the driving public, and to ensure that they are sized, located, and otherwise regulated so as to maximize traffic safety.

B. To recognize that visual clutter leads to a decline in the community's appearance, a decline in property values, and a decline in the effectiveness of the signs.

C. To identify business, residential, and public uses without creating confusion, unsightliness, or visual obscurity of adjacent business or other neighboring structures.

D. To assure that all signs in terms of size, scale, height, and location are properly related to the overall adjacent land use character and development lot size.

E. To assure that all signs, in terms of form, material, and design are compatible with other structural forms on the development lots.

F. To assure that all signs, sign supports, and sign bases shall be so constructed and designed to provide for design compatibility with the development.

G. To develop streetscape design standards, including sign standards relevant to street function and other relevant factors.

H. To place better controls on visual clutter bordering major arterials.

I. To develop and adopt policies to ensure that entrances are easily identifiable and minimize urban clutter.

These objectives and strategies are to be pursued in applying the specific standards of this Article.

7.2. SCOPE

This section shall apply to all advertising displays. The term "advertising displays" shall mean and include any letter, figure, character, mark, plane, point, marquee sign, design, poster, pictorial, picture, stroke, stripe, line, trademark, or reading material which shall be constructed, placed, attached, painted, erected, fastened, manufactured, or displayed in any manner whatsoever for the purpose of informing of or advertising about the nature, type, or quality of goods, services, or activities available; or to advertise the name of any firm, corporation, business, or any other enterprise, or its nature, type or quality of goods, services, or activities; or to attract to or identify any of the aforementioned or by its nature, act to draw attention to a business. Every display shall be classified and shall conform to the requirements set forth in this Article.

7.3. GENERAL PROVISIONS

7.3.1. All signs shall meet the applicable standards of the City building codes.

7.3.2. Except as herein provided, no person or business firm, acting either as principal or agent, shall alter a sign, including the copy face or lettering of any sign, either by changing the message or by renovating an existing message, or shall erect any sign or sign structure until a sign permit for such work has been issued by the Building Official in accordance with the "Construction" Chapter of the Code of the City of Arlington. Changing a changeable copy message or a message center sign message is exempt from this requirement if the sign is otherwise properly permitted. This provision shall not be construed to require a permit for general maintenance such as repainting the same message or changing the face of a sign permitted as an off-site advertising sign.

7.3.3. Any sign used in conjunction with a nonconforming use of land or buildings, if such sign is not in accordance with the provisions of this section, shall be deemed a separate nonconforming use of land, and its use shall be subject to the provisions contained in Sections 7.3.4, 7.3.5, and 7.3.6 listed below.

7.3.4. The requirements of this section shall not be interpreted to require a sign to be removed, relocated, or reconstructed. However, any nonconforming on-premise sign which is altered, removed, or relocated shall be brought into conformance with this Article except as allowed by Subsections A and B below.

A. Changing the face, sign cabinet, frame, pole cover, or similar nonstructural elements is exempt from this requirement. No sign shall be altered to produce a sign with an overall height or size that is larger or taller than the nonconforming sign that existed immediately before reconstruction. The changing of the primary structural elements under this exemption is not permitted.

The standards for the size and height of a sign, including individual panels of multi-tenant signs, shall be based on the ordinance in effect at the time the sign was originally permitted. For the purpose of this section, a primary structural element is a column, pole, beam, or footing designed to withstand wind loads and other applicable structure loads.

B. An existing nonconforming sign for a business with a main building entrance located within 400 feet of the right-of-way of a controlled access freeway, including those that exceed height and size requirements, may be replaced with a sign that is equal

or less in size and/or height to the sign replaced. The shape of the sign may be altered, but the square footage may not exceed that of the replaced sign. The location of the sign may be altered; however, the number of signs per street front shall not be increased, nor shall the degree of nonconformity be increased. These provisions shall not apply to offsite advertising signs.

Nothing in this ordinance shall be taken to prevent restoration of a sign destroyed to the extent of not more than 50 percent of its reasonable value by fire, explosion, weather, or other casualty. A sign shall not be considered to have been destroyed unless the costs of repairing the sign is more than 60 percent of the cost of erecting a new sign of the same type at the same location.

7.3.5. Existing oversized and/or overheight signs may be replaced with signs conforming to this Article provided that the total number of signs per street front is not increased.

7.3.6. No sign or sign structure shall project over any property line or into or over any rights-of-way.

7.3.7. Trees, rocks, bridges, fences, towers, and abandoned buildings shall not be used as sign supports.

7.3.8. Displays affixed to or otherwise located for the purpose of being viewed from the exterior of a building through a window shall comply with Subsections 7.4.1.B, 7.4.1.C and 7.8.3.

7.3.9. All signs for which a permit is required, together with all their supports, braces, guys, and anchors, shall be kept in good repair and, unless of galvanized or noncorroding metal, shall be thoroughly painted to ensure weather protection. The Zoning Administrator may order the removal of any sign that is not maintained in accordance with the provisions of this Article. Such removal shall be accomplished at the expense of the owner or lessee.

7.3.10. Should any sign become insecure or in danger of falling or otherwise become unsafe in the opinion of the Zoning Administrator, the owner thereof, or the person or firm maintaining the same shall, upon written notice, immediately in the case of immediate danger and in any case within 10 days of the date of such notice, either secure the same in a manner to be approved by the Zoning Administrator in conformity with the provisions of the Building Code or remove such sign. If such order is not complied with within 10 days, the Zoning Administrator may remove such sign at the expense of the owner or lessee.

7.3.11. Freestanding general business signs shall be placed a minimum of 20 feet apart, or at the spacing requirement elsewhere in this Code, whichever is greater.

7.3.12. The size, height, and type of construction of each sign shall be determined, in part, by the type of street that the sign fronts as well as the amount of street frontage along said street. The type street shall be as described in the Thoroughfare Development Plan.

7.3.13. For the purpose of this Article, street frontages on separate streets shall not be combined to determine the permitted size of signs. For example, a corner lot with 200 feet of frontage on two streets is not deemed to have 400 feet of street frontage. Sign criteria shall be based on the actual property line dimension of the actual street front on which a sign is located.

7.3.14. When lots front on two or more streets of different types, a sign permitted only for a larger street shall not be placed within the required setback of any smaller width street.

7.3.15. Wall signs shall be limited to the walls of the tenant space or business that it advertises, except as otherwise provided herein. Wall signs may be located on an exterior façade wall that is not immediately abutting the tenant space or business that it advertises upon approval by the Zoning Administrator in strict accordance with the provisions of Section 5.6 and Article 10, *Review Procedures*, of this Code.

7.3.16. Signs required by the City to be placed on private property for the purpose of complying with City ordinances related to the public health, safety, and welfare shall be exempt from the provisions of this chapter. Fire lane signs are examples of such signs.

7.3.17. No portion of this Code shall be interpreted to favor commercial speech over noncommercial speech. The Zoning Administrator shall issue permits when requested for signs up to and including the same size, height, and area for noncommercial speech as would be allowed for advertising displays in the same context.

7.3.18. A Building Identification Sign, which identifies the name of the building or a primary tenant of the building, shall be allowed on a building greater than three stories in height with the express written permission of the building owner or his designee. A Building Identification Sign shall be limited to one name and its corresponding logo per building. Only one Building Identification Sign shall only be placed on a single elevation of a qualifying building within the top floor or story of such building. The Building Identification Sign may be placed on more than one elevation of the same building only if the Building Identification Sign on each elevation of the qualifying building is identical to the Building Identification Sign on every other elevation of the same building. In no case shall the combined area of wall sign(s) and building identification sign on the top floor of any single elevation exceed 75 percent of the width of the building or requested location on that elevation.

7.3.19. A tenant with a Building Identification Sign may also have ground floor signage in accordance with the requirements of this Code only if the tenant has office or retail space on the ground floor of the qualifying building, and such signage immediately abuts the tenant's office or retail space. With the exception of ground floor signage as specified herein, a tenant with a Building Identification Sign shall not be allowed to place any additional wall sign(s) on the qualifying building that would be allowed by right, or otherwise, under this Code.

7.4. PROHIBITED SIGNS

7.4.1. PROHIBITED SIGNS OR SIGN ELEMENTS

A. Any signs and supports, other than those signs and supports required by governmental authority or for which a City-approved right-of-way joint use agreement has been filed, which are located on the public right-of-way, including public streets, alleys, and parkways, are prohibited. This section shall not apply to signs on commercial vehicles or commercial trailers lawfully operated on public thoroughfares.

B. No revolving beam or beacon of light resembling any emergency vehicle light shall be permitted as part of an outdoor sign display, nor shall any sign be made to resemble a traffic control sign.

C. No high intensity light shall be permitted as part of an outdoor sign display.

D. Notwithstanding any provisions of this section, no sign shall be erected which constitutes an obstruction to view of operators of motor vehicles on public streets or entering such streets from private property. In the event of any question regarding sign obstructions, the Zoning Administrator shall determine whether such obstruction exists.

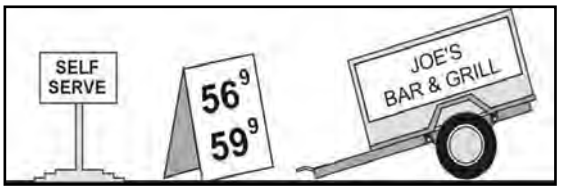


Figure 7.1 Examples of prohibited signs.

E. Flags used as advertising displays are prohibited.

F. Roof signs are prohibited.

G. Portable signs are prohibited, regardless of whether they have been attached to the ground or other fixed object.

H. Signs that have motion are prohibited.

I. Reflective signs are prohibited.

7.4.2. OBSTRUCTIONS TO VIEW

No outdoor advertising display sign shall be erected, constructed, or maintained so as to constitute an obstruction of the view of pedestrians or motorists upon or entering a public thoroughfare. All signs of any nature whatsoever, whether temporary or permanent, when situated within the visibility triangle as described in the "Streets and Sidewalks" Chapter of the Code of the City of Arlington, shall:

A. Have a clear height of seven feet measured from the ground to the bottom of the sign, and such support cannot exceed six inches in diameter, unless approved by the Zoning Administrator; or

B. Have a height of not more than two feet measured from the top of the curb to the top of the sign.

These provisions shall not be construed to allow a sign to exceed height requirements located elsewhere in this article.

7.5. SIGNS ADJACENT TO RESIDENTIAL ZONING DISTRICTS

7.5.1. Signs shall not be permitted on the side or rear of commercial structures when such sign abuts or is across a local or minor collector street from residential uses or vacant properties zoned RE, RS-20, RS-15, RS-7.2, RS-5, RM-12 or PD for residential uses, unless that side or rear is the only entrance into the business; and

7.5.2. Any permitted freestanding or wall signs located on a local or minor collector street shall not be internally illuminated with transparent or translucent faces when abutting residential uses or directly across the street from vacant properties zoned RE, RS-20, RS-15, RS-7.2, RS-5, RM-12 or PD for residential uses. Exception: Building service signs having letters not exceeding four inches in height.

7.6. SIGN HEIGHT – FREESTANDING SIGNS

7.6.1. Height shall be the distance from the top of the sign structure to the lowest grade level within 10 feet of the base of the sign.

7.6.2. The height of any monument base or other structure erected to support or ornament the sign shall be measured as part of the sign height

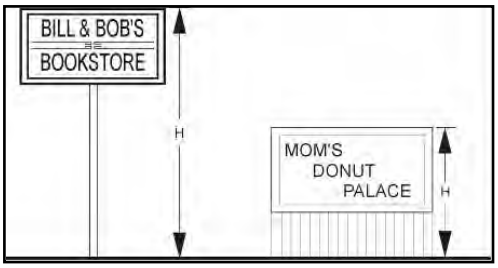


Figure 7.2 Measurement of sign height.

7.7. SIGN AREA

7.7.1. WALL SIGNS

A. Sign copy mounted or painted on a background panel or area distinctively painted, textured, or constructed as a background for the sign copy shall be measured as the area enclosed by the smallest single rectangle that will enclose the outside dimensions of the background panel or surface, including sign trim or frame.

B. Sign copy mounted as individual letters and/or graphics against a wall or fascia of a building shall be measured as the area enclosed by the smallest single rectangle that will enclose all sign copy.

C. Sign copy mounted or painted on an illuminated surface shall be measured as the area enclosed by the smallest single rectangle that will enclose the entire illuminated surface and sign trim or frame. However, for a continuous sign band that is an integral part of the building architecture, the area shall be measured as that portion containing the graphics of the sign.

D. Sign copy on awnings shall be measured as the area enclosed by the smallest single rectangle that will enclose all the copy on the awning. Note that copy size on awnings is restricted by other standards.

E. Multiple wall signs shall be permitted provided that the cumulative area shall not exceed the area permitted for a single sign. The cumulative area shall be determined by the sum of no more than four rectangles, each enclosing an individual sign.

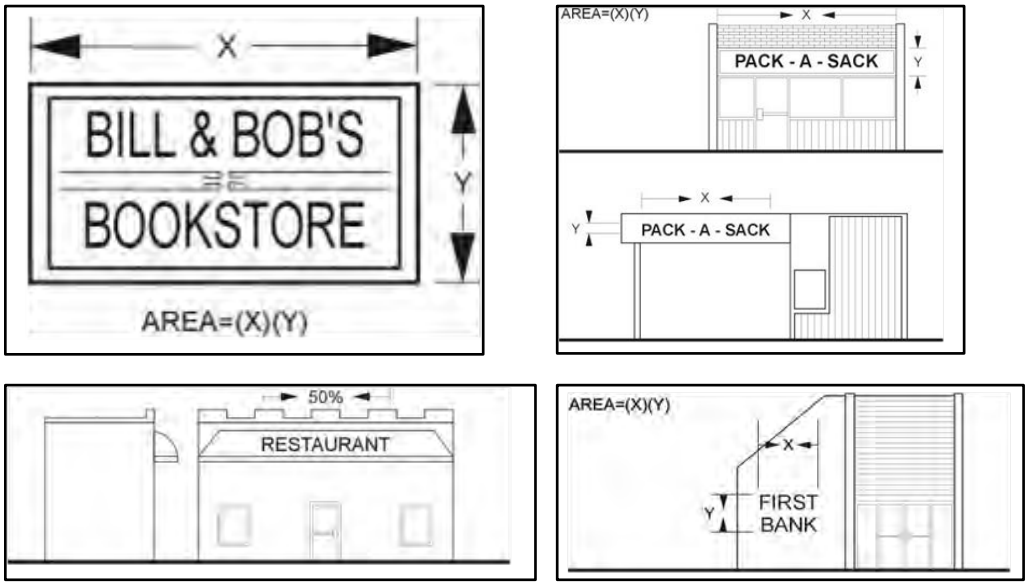


Figure 7.3 Wall sign area and measurement.

7.7.2. GROUND SIGNS

The area of a ground sign shall be measured as the area enclosed by the smallest single rectangle that will enclose the entire sign structure.

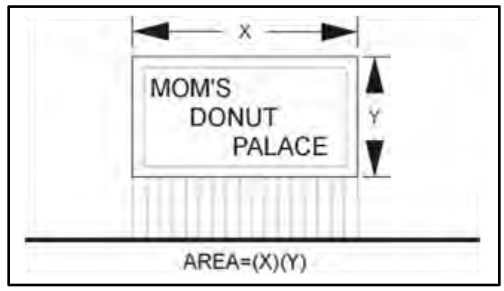


Figure 7.4 Ground sign measurement and area.

Exception: The portion of the sign base within two feet of grade need not be included in the area calculation for the sign if that area does not include copy. Where special requirements allow the height of a base to be increased to four feet, the base shall not be included in the area calculation of the sign if that area does not include copy.

7.7.3. POLE SIGNS

A. The area of pole signs shall be measured as the area enclosed by the smallest single rectangle that will enclose the structure exclusive of poles less than 12 inches in cross dimensional area or the minimum area as specified by a registered structural engineer.

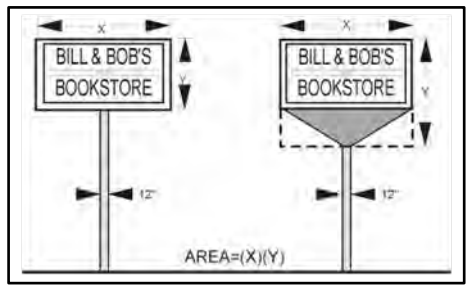


Figure 7.5 Pole sign measurement and area.

Exception: Any portion of any pole extending above the bottom edge of a sign shall be included in the area calculation for the sign.

B. Where there are a number of sign faces on a single sign, where no interior angle exceeds 90°, the total allowable area shall be doubled and the square footage may be distributed among the various faces with no single face exceeding the original allowable area.

C. For spherical, free-form, sculptural, and other non-planar signs, the sign area shall be the sum of the areas using only the four vertical sides of the smallest hexahedron that will encompass the sign.

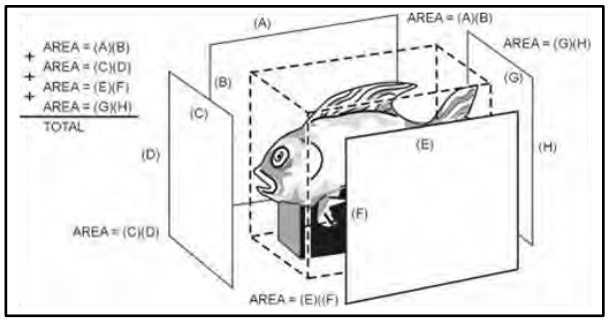


Figure 7.6 Sign area for non-planar signs.

7.8. SIGN ILLUMINATION

Signs may be illuminated as provided by this Code and specified by approved sign criteria, if applicable, in accordance with the following regulations:

7.8.1. Externally illuminated signs may be illuminated by either ground-mounted lights or wall-mounted light bars. Except for overhanging arms, the mechanical parts of the light source shall not be permitted for supporting lighting fixtures and shall be shielded from view.

7.8.2. Internal illuminated signs, when permitted, shall be lighted so that at a distance of 10 feet, the light intensity does not exceed 11,000 lumens.

7.8.3. Flashing or intermittent forms of illumination are prohibited.

7.9. PRIMARY SIGNS

7.9.1. DESCRIPTION

Signs intended to serve as the principal identification for all uses.

7.9.2. GENERAL BUSINESS SIGNS

A. Arterials

1. Pole Sign

a. Standards

(i) Maximum square footage: 35 square feet

(ii) Maximum height: 20 feet

(iii) Setback: 10 feet from interior side lot lines

(iv) Lighting: Internal or external

(v) Time limit: None

b. Special Conditions

(i) One general business pole sign is permitted per lot if the lot has more than 100 feet of street frontage. Lots with less than 100 feet of frontage are not permitted a general business pole sign.

(ii) Two general business signs, each for use by a separate tenant, may be substituted for ((i)) above on a lot with more than 399 feet of street frontage along a single street. For the purpose of this section, a tenant is required to be separated by all other tenants by full height demising walls, or must be located in a separate building, and shall be served by its own entrance. The minimum spacing between signs shall not be less than 150 feet. No product line or tenant shall be displayed on more than one sign. The use of this special condition shall not be permitted when a multi-tenant sign is located on the property; however, a ground sign complying with the specific requirements for such signs may be permitted in lieu of a second pole sign.

(iii) General business pole signs for travel-related businesses (restaurants, lodging, or fuel) and for new car dealerships may be increased to a maximum of 150 square feet in area and 50 feet in height upon a finding that:

(1) A main building entrance is located within 400 feet of the right-of-way of a controlled access freeway.

(2) Travel-related businesses are intended to serve the public traveling on the controlled access freeway.

(3) Any allowed increase to the standard sign sizes will actually result in motorists traveling along the controlled access freeway being able to see and recognize the sign from the adjacent freeway in sufficient time to allow for the safe exiting from the freeway system, including the effect of vegetation and topography. Proposed signs that do not serve this intended purpose shall not be permitted.

(iv) Reader boards may be incorporated into the permitted business sign, provided they do not exceed 75 percent of the area of the sign.

(v) General business pole signs shall be 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.

(vi) See Section 7.12.3, *Electronic Message Center*, for special requirements for electronic message center signs.

(vii) Additional signage for new car dealerships. One additional pole or ground sign shall be permitted for new car dealerships selling more than one new car product line from the same building, subject to the following:

(1) The lot on which the dealerships are located has greater than 399 feet of street frontage along a single street.

(2) Each sign is specifically limited to advertising new car lines.

(3) The minimum spacing between signs shall be 150 feet.

(4) No product line or tenant may be displayed on more than one sign.

(5) This additional signage cannot be used in conjunction with a multi-tenant sign.

(6) The size of each sign shall be the same as what may be permitted for a single sign based on sign type and street frontage.

(7) On controlled access freeways, one sign of the two signs may be 150 square feet in area.

2. Ground Sign

a. Standards

(i) Maximum square footage: Based on linear feet of street frontage

(ii) Street frontage:

0-299	300 & Greater
50 sq. ft.	100 sq. ft.

(iii) Maximum height: Eight feet; when the configuration and use of property is such that the placement of a ground sign is only feasible in an area currently paved and actually used as a parking facility, the overall height of the sign may be increased by the dimension that the sign base exceeds two feet provided that the overall height shall in no case exceeds 10 feet.

(iv) Portions of the sign base less than four feet above grade shall not be included in the area calculation for the sign.

(v) Setback: 10 feet from interior side lot lines

(vi) Lighting: Internal or external

(vii) Time limit: None

b. Special Conditions

(i) One general business ground sign shall be permitted per lot, per street front, provided there are no general business pole signs on the lot.

Exception: One ground sign may be provided, in addition to a pole sign, on a double frontage lot located on a controlled access freeway, provided the following conditions are met:

(1) The ground sign shall conform in size and height to the type of street that the sign fronts;

(2) Any pole sign fronting a freeway shall not be conspicuously visible from the opposite street front; and

(3) Use of this exception shall not be permitted for side streets on corner lots.

(ii) Two general business ground signs may be substituted for ((i)) above for a single street front exceeding 399 feet. Each sign shall be limited in area to one-half of the area permitted if a single sign were erected. The minimum separation between signs shall not be less than 150 feet. The same tenant may not appear on both signs.

(iii) The size of ground signs for lots with more than 399 feet of frontage may be increased by 10 percent for each 10 feet that the actual sign setback exceeds 20 feet, provided that in no case shall the sign exceed 200 square feet in area.

(iv) Reader boards may be incorporated into the permitted general business sign, provided they do not exceed 75 percent of the area of the sign.

(v) See Section 7.12.3, *Electronic Message Center*, for special requirements for electronic message center signs.

(vi) See Section 7.9.2.A.b(iii) for additional signage allowed for new car dealerships.

3. Wall Sign

a. Standards

(i) Maximum square footage: 25 percent of total wall area; not to exceed 75 percent of width of associated tenant space.

(ii) Exception: Copy on awnings shall be limited to 50 percent of the awning width.

(iii) Maximum height: Not to exceed height of structure

(iv) Setback: n/a

(v) Lighting: Internal or external

(vi) Time limit: None

b. Special Conditions

(i) Reader boards may be incorporated into the permitted wall sign, provided they do not exceed 75 percent of the area of the sign.

(ii) See Section 7.12.3, *Electronic Message Center*, for special requirements for electronic message center signs.

4. Multi-Tenant Ground Sign

a. Standards

(i) Maximum square footage: Based on linear feet of street frontage

(ii) Street frontage:

0-299	300-399	400 & Greater
50 sq. ft.	100 sq. ft.	200 sq. ft.

(iii) Maximum height: 15 feet; when the configuration and use of the property is such that the placement of a multi-tenant ground sign is only feasible in an area currently paved and actually used as a parking facility, the overall height of the sign may be increased by the dimension that the sign base exceeds two feet provided that the overall height shall in no case exceed 17 feet. Portions of the sign base less than four feet above grade shall not be included in the area calculation for the sign.

(iv) Setback: 10 feet from interior side lot lines

(v) Lighting: Internal or external

(vi) Time limit: None

b. Special Conditions

(i) Multi-tenant ground signs may be used only for unified shopping centers and office developments.

(ii) One multi-tenant ground sign shall be permitted per lot, per street front, provided there are no other general business freestanding signs on the lot.

(iii) On frontages greater than 399 feet, two multi-tenant ground signs per street front, not to exceed 125 square feet each in area, may be substituted for ((ii)) above. The minimum separation between signs shall not be less than 150 feet. The same tenant may not appear on both signs.

(iv) For the purpose of this section, the name of a shopping center or office development may be identified on a multi-tenant ground sign.

(v) Center identification and other tenant identification shall be limited to a maximum of 35 square feet each.

(vi) Multi-lot unified shopping centers and office developments shall be considered one lot for the purpose of signs and shall be entitled to one multi-tenant sign per street front, for the development as a whole.

Exception: A separate freestanding building located on its own platted lot may be considered separately for the purpose of signs.

B. Collectors

1. Ground Sign

a. Standards

(i) Maximum square footage: Based on linear feet of street frontage

(ii) Street frontage:

0-299	300-399	400-499	500 & Greater
35 sq. ft.	50 sq. ft.	75 sq. ft.	100 sq. ft.

(iii) Maximum height: Eight feet; when the configuration and use of the property is such that the placement of a ground sign is only feasible in an area currently paved and actually used as a parking facility, the overall height of the sign may be increased by the dimension that the sign base exceeds two feet provided that the overall height shall in no case exceed 10 feet. Portions of the sign base less than four feet above grade shall not be included in the area calculation for the sign.

(iv) Setback: 10 feet from interior side lot lines

(v) Lighting: Internal or external

(vi) Time limit: None

b. Special Conditions

(i) One general business ground sign shall be permitted per lot, per collector street front, provided there are no other general business freestanding signs on the lot.

(ii) When the street front exceeds 500 feet, two general business ground signs may be substituted for ((i)) above for a single street front. Each sign shall be limited to one-half the maximum size of that permitted for a single sign. The minimum separation between

signs shall not be less than 150 feet. The same tenant may not appear on both signs.

(iii) Reader boards may be incorporated into the permitted general business sign, provided they do not exceed 75 percent of the area of the sign.

2. Wall Sign

a. Standards

(i) Maximum square footage: 25 percent of total wall area; not to exceed 75 percent of width of associated tenant space.

(ii) Exception: Copy on awnings shall be limited to 50 percent of the awning width.

(iii) Maximum height: Not to exceed height of structure

(iv) Setback: n/a

(v) Lighting: Internal or external

(vi) Time limit: None

b. Special Conditions

(i) Reader boards may be incorporated into the permitted wall sign, provided they do not exceed 75 percent of the area of the sign.

3. Multi-Tenant Ground Sign

a. Standards

(i) Maximum square footage: Based on linear feet of street frontage

(ii) Street frontage:

0-299	300 & Greater
50 sq. ft.	100 sq. ft.

(iii) Maximum height: 15 feet; when the configuration and use of the property is such that the placement of a multi-tenant ground sign is only feasible in an area currently paved and actually used as a parking facility, the overall height of the sign may be increased by the dimension that the sign base exceeds two feet provided that the overall height shall in no case exceed 17 feet. Portions of the sign base less than four feet above grade shall not be included in the area calculation for the sign.

(iv) Setback: 10 feet from interior side lot lines

(v) Time limit: None

b. Special Conditions

(i) Multi-tenant ground signs may be used only for unified shopping centers or office developments.

(ii) One multi-tenant ground sign shall be permitted per lot, per street front, provided there are no other freestanding general business signs on the lot.

(iii) For the purpose of this section, the name of a shopping center or office development may be identified on a multi-tenant ground sign.

(iv) Center identification and other tenants shall be limited to a maximum of 35 square feet each.

(v) Multi-lot unified shopping centers and office development shall be considered one lot for the purpose of signs and shall be entitled to one multi-tenant sign per street front, for the development as a whole.

Exception: A separate freestanding building located on its own platted lot may be considered separately for the purpose of signs.

C. Local Streets

1. Ground Sign

a. Special Conditions

(i) Churches, parks, and schools shall be permitted one ground sign per street front, subject to the requirements for ground signs as regulated on collector streets, provided they are used for non-commercial purposes.

(ii) Uses other than ((i)) shall not have any freestanding general business signs.

(iii) Reader boards may be incorporated into the permitted ground sign, provided they do not exceed 75 percent of the area of the sign.

2. Wall Sign

a. Standards

(i) Maximum square footage: Twenty-five percent of total wall area not to exceed 75 percent of width of associated tenant space.

(ii) Exception: Copy on awnings shall be limited to 50 percent of the awning width.

(iii) Maximum height: Not to exceed height of structure

(iv) Setback: n/a

(v) Lighting: Internal or external

(vi) Time limit: None

b. Special Conditions

(i) Reader boards may be incorporated into the permitted wall sign, provided they do not exceed 75 percent of the area of the sign.

7.9.3. APARTMENT SIGN

A. Arterials

1. Ground Sign, Wall Sign

a. Standards

(i) Maximum square footage: 50 square feet

(ii) Maximum height: Eight feet for freestanding signs

(iii) Setback: 10 feet from interior side lot lines

(iv) Lighting: Internal or external

(v) Time limit: None

b. Special Conditions

(i) Copy shall be limited to name of complex, address, phone number, and management company name.

(ii) A maximum of two wall signs shall be permitted per street front, provided that they are separated by 500 feet.

(iii) One ground sign shall be permitted per lot, per street front, provided that signs on separate streets are spaced no closer than 500 feet as measured along property lines.

(iv) For lots with more than 300 feet of frontage, two 30 square foot ground signs may be substituted for ((iii)) above, provided that the signs are separated by 300 feet.

B. Collectors

Same as for arterials.

C. Local Streets, Wall Sign

Same as for arterials.

7.10. SECONDARY SIGNS

7.10.1. DESCRIPTION

Signs intended to serve for the convenience of the public within private properties.

7.10.2. DIRECTORY SIGN

A. Arterials - Ground Sign, Wall Sign

1. Standards

a. Maximum square footage: Eight square feet

b. Maximum height: Eight feet

c. Setback: No sign shall be placed nearer a street than the actual setback of buildings on the property.

d. Lighting: Internal or external

e. Time limit: None

2. Special Conditions

One directory sign shall be allowed per building for office or retail developments.

B. Collectors

Same as for arterials.

C. Local Streets - Wall Sign

Same as for arterials.

7.10.3. DIRECTIONAL SIGN

A. Arterials - Ground Sign, Wall Sign, and Pole Sign

1. Standards

a. Maximum square footage: Eight square feet

b. Maximum height: Two feet, except wall signs may be eight feet. Freestanding directional signs intended for internal circulation only, and which are not legible from a public street, may be four feet in height.

c. Setback: None

d. Lighting: Internal or external

e. Spacing: n/a

f. Time limit: None

2. Special Conditions

No more than 50 percent of the sign face may be used for an advertising logo.

B. Collectors

Same as for arterials.

C. Local Streets - Wall Sign

Same as for arterials.

7.10.4. MENU BOARD

A. Arterials - Ground Sign, Wall Sign

1. Standards

a. Maximum square footage: 32 square feet, provided that no portion of the sign base within four feet of grade shall be included in the sign area.

b. Maximum height: Eight feet

c. Setback: 10 feet from any right-of-way line or interior side lot lines.

d. Lighting: Internal or external

e. Spacing: None

f. Time limit: None

2. Special Conditions:

None

B. Collectors

Same as for arterials.

C. Local Streets - Wall Sign

Same as for arterials.

7.10.5. GASOLINE PRICE SIGN

A. Arterials - Special Conditions

1. Separate product information signs that advertise goods or services sold on premises (such as gasoline prices) may be placed on or under gasoline pump canopies, provided that the total area of the sign does not exceed 20 square feet per street front. No other signs shall be permitted beneath or attached to canopies for advertising goods or services. Brand identification on gasoline pumps shall not be deemed as signs for the purpose of this section. Signs on canopy fascia are subject to wall sign requirements.

2. **Note**: Gasoline prices may be incorporated into the permitted primary freestanding business signs or wall signs, provided that the maximum area and height for that sign is not exceeded. The posting of gasoline prices shall not be considered to be a reader board.

B. Collectors

Same as for arterials.

C. Local Streets - Special Conditions

1. Separate product information signs that advertise goods or services sold on premises (such as gasoline prices), may be placed on or under gasoline pump canopies, provided that the total area of the sign does not exceed 20 square feet per street front. No other signs shall be permitted beneath or attached to canopies for advertising goods or services. Brand identification on gasoline pumps shall not be deemed as signs for the purpose of this section. Signs on canopy fascia are subject to wall sign requirements.

2. **Note:** Gasoline prices may be incorporated into the primary wall sign provided the maximum area for advertising gasoline prices does not exceed 20 square feet per street front.

7.10.6. ENTRYWAY SIGN

A. Arterials - Wall Sign

1. Standards

a. Maximum square footage: 50 square feet

b. Maximum height: Eight feet

c. Setback: May be placed on either or both sides of a street providing direct access to a subdivision.

d. Lighting: External only

e. Time limit: None

2. Special Conditions

a. For single-family or multi-family subdivisions only.

b. Wall shall be constructed of materials specified for perimeter fencing in Section 5.3.4, *Fences*.

c. May only be placed on permitted entryway walls as listed in General Provisions.

B. Collectors
Same as for arterials.

C. Local Streets
Same as for arterials.

7.10.7. FLAGS

A. Arterials

1. Primary Flags

a. Standards

(i) Maximum square footage: n/a

(ii) Maximum height: 35 feet above grade, except one flag per lot may be flown up to 72 feet above grade

(iii) Setback: None

(iv) Lighting: External

(v) Spacing: None

(vi) Time limit: None

b. Special Conditions

(i) Only flags that are not advertising displays may be considered primary flags and be displayed as listed above. Primary flags shall be flags showing the official emblem of a business, corporation, or organization, and governmental flags. All other flags, pennants, colored flags, and similar mediums intended to attract attention are considered decorative flags and are regulated in Subsection 2, below.

(ii) No more than one identical primary flag showing the official emblem of a business, corporation, or organization shall be permitted per lot.

(iii) Four primary flags may be permitted per lot. No minimum spacing is required between flagpoles.

(iv) Torn or severely weathered flags shall not be permitted.

2. Decorative Flags

a. Standards

(i) Maximum square footage: 35 square feet per pole

(ii) Maximum height: 25 feet

(iii) Minimum height: Six feet measured to the bottom edge of the flag

(iv) Setback: None

(v) Lighting: External

(vi) Spacing: None

(vii) Time limit: None

(viii) Number of decorative flags permitted per lot (see special condition (i)):

Lot Frontage	Number of Flags
0 - 150 feet	4
151 – 200 feet	5
201 - 250 feet	6
251 - 300 feet	7
301 feet and greater	8

b. Special Conditions

(i) The number of decorative flags that can be displayed shall be reduced by the number of primary flags authorized and displayed under Subsection 1, above.

(ii) Decorative flags shall not bear logos or copy of any sort.

(iii) Decorative flags shall be prohibited on any vehicle, building, or roof of a building.

(iv) No more than two flags/pennants may be displayed on a single pole.

(v) For the purpose of this section, the amount of street frontage shall be the sum of all street fronts of a lot.

(vi) Torn or severely weathered flags shall not be permitted.

(vii) Decorative flags shall be prohibited in "BP" prefixed zoning districts.

B. Collectors

Same as for arterials.

C. Local Streets

Same as for arterials.

7.11. GRAND OPENING AND TEMPORARY SIGNS

7.11.1. GENERAL PURPOSES

A. Balloons and streamers - grand opening signs are intended to promote new businesses.

B. Banners - banners are intended to advertise goods and services offered by businesses and tenants.

C. Model home signs - model home signs are intended to advertise properties for sale.

D. Real estate signs - real estate signs are intended to advertise properties for sale, rent, or lease.

7.11.2. BALLOONS AND STREAMERS

A. Arterials

1. Standards

a. Maximum square footage: n/a

b. Maximum height: 30 feet

c. Setback: 20 feet

d. Lighting: Internal or external

e. Spacing: n/a

f. Time limit: 14 consecutive days

2. Special Conditions

a. Streamers, balloons less than three cubic feet in volume, and one balloon larger than three cubic feet per business may be displayed one time for grand openings only, and are otherwise prohibited.

b. Thirty feet of clearance shall be maintained from all power lines to balloons. This applies to all balloons over three cubic feet, whether they are tethered or not.

B. Collectors

Same as for arterials.

C. Local Streets

Not permitted.

7.11.3. BANNERS

A. Arterials - Wall

1. Standards

a. Maximum square footage: 50 square feet

b. Maximum height: n/a

c. Setback: n/a

d. Lighting: Internal or external

e. Spacing: One per business. Banners may be placed only next to a wall of the occupied tenant space or business that it advertises.

f. Time limit: None

2. Special Conditions

a. Shall be properly secured at all points of attachment to an element of the building. A fence or railing shall not be considered to be a building element.

b. One banner may be displayed per business tenant space occupied. An apartment complex is deemed to be a single business tenant for the purpose of this section.

c. Torn or severely weathered banners shall not be permitted.

B. Collectors

Same as for arterials.

C. Local Streets

Not permitted.

7.11.4. MODEL HOME SIGN

A. Arterials - Ground Sign, Pole Sign Or Wall Sign

1. Standards

a. Maximum square footage: 24 square feet

b. Maximum height: Eight feet

c. Setback: 10 feet from interior side lot lines

d. Lighting: External only

e. Spacing: One per lot

f. Time limit: Until the construction has begun on 90 percent of the lots in a subdivision

B. Collectors

Same as for arterials.

C. Local Streets

Same as for arterials.

7.11.5. REAL ESTATE SIGN

A. Arterials -Ground Sign, Pole Sign Or Wall Sign

1. Standards

a. Maximum square footage: 20 square feet

b. Maximum height: Eight feet

c. Setback: None

d. Lighting: External only

e. Spacing: Spaced a minimum of 500 feet apart with maximum of two signs per street front per parcel

f. Time limit: Until the rental of property, structure, or leasing of tenant space(s)

2. Special Conditions

This type of sign shall not be used to advertise rental of individual multi-family residential units.

B. Collectors

Same as for arterials.

C. Local Streets

Same as for arterials.

7.12. SPECIAL PURPOSE SIGNS

7.12.1. DESCRIPTION

Signs intended to provide signs for special circumstances.

7.12.2. ADVERTISING SIGN (BILLBOARDS)

A. Arterials

Permitted on controlled access freeway only.

1. Pole Sign

a. Standards

(i) Maximum square footage: 672 square feet

(ii) Maximum height: 50 feet, not to exceed 42.5 feet above the adjacent freeway surface

(iii) Setback: Five feet from the right-of-way line of a controlled access freeway

(iv) Lighting: Internal or external

b. Digital Billboard

(i) Digital billboard construction is permitted, as a monopole design, with underground utility service and provided:

(1) Two electronic signs may be located on the same sign structure if each sign is visible only from a different direction of travel;

(2) Each message shall be displayed for at least eight seconds and a change of message shall be accomplished within two seconds or less;

(3) A change of message must occur simultaneously on the entire sign face;

(4) The sign does not display any illumination by flashing, intermittent, or moving lights; does not contain or display animated, moving video, or scrolling elements; nor projects a static image upon a stationary object;

(5) It will automatically adjust the intensity of its display brightness according to natural ambient light conditions;

(6) It contains a default design mechanism that freezes the sign in one position if a malfunction occurs;

(7) The sign owner shall provide contact information for a person who is available at any time and is able to turn off the sign promptly after malfunction occurs or reduce the intensity of the sign within 12 hours of a request by the Zoning Administrator or Texas Department of Transportation to a level acceptable to the department.

(ii) Granting Permits: The Zoning Administrator will grant a permit for a digital billboard construction or modification in the following sequential manner:

(1) If the applicant satisfies the requirements of this Section, the Zoning Administrator will issue a provisional permit granting permission for the digital sign, subject to the granting of a permit by the Texas Department of Transportation, where applicable.

(2) The applicant shall obtain a permit from the Texas Department of Transportation allowing the requested construction or modification; and shall present a true copy of that permit to the Zoning Administrator not later than 12 months following the issuance of the provisional permit.

(3) If the applicant and the Texas Department of Transportation permit satisfy the requirements of this Section, the Zoning Administrator shall issue a sign permit for the digital billboard.

(4) The provisional permit shall expire 12 months after its issuance, without further action by the Zoning Administrator if no sign permit has been issued in that time.

(iii) Spacing

(1) 200 feet from any residential zoning line;

(2) 1,500 feet from a park, forest, playground, or scenic area;

(3) 200-foot radius from any freestanding general business sign or wall sign;

(4) 1,500 feet from any billboards on the same side of a freeway;

(5) 1,000 feet from an interchange.

(6) A digital billboard may not be relocated so that any part of the relocated sign would be within 1,500 feet of another digital billboard on the same side of a controlled access freeway.

c. Time Limit

Temporary. Offsite advertising permits shall expire prior to the occupancy of any structures on the property for which subsequent permits are granted.

d. Special Conditions

(i) The placement of offsite advertising signs shall be permitted only on lots with frontage on a controlled access freeway, except there shall be no offsite advertising signs permitted within 1500 feet of S.H. 360, south of I.H. 20, or within 2,500 feet of Interstate 20 between South Cooper Street and S.H. 360.

(ii) Offsite advertising signs shall be located only on platted lot zoned "GC" - "IM".

(iii) Offsite advertising signs shall be deemed as a primary use of the property on which they are located. Such signs shall not be located on a lot where other buildings or uses exist.

(iv) All offsite advertising signs shall be of a monopole design with underground utility service.

(v) Existing legally conforming billboards on a controlled access freeway may be modified to a digital billboard if a new permit is obtained from the Zoning Administrator.

(vi) Existing billboards on a controlled access freeway, which are deemed nonconforming by Article 11, *Nonconformities* on account of size, lighting, or spacing, may be modified to a digital billboard if a new permit is obtained, and the action is in compliance with Section 11.4.4, *Enlargements and Expansions*.

(vii) Digital billboards shall obtain an annual inspection and pay the appropriate fee as shown on the fee schedule.

B. Collectors

Not permitted.

C. Local Streets

Not permitted.

7.12.3. ELECTRONIC MESSAGE CENTER

A. Arterials and Limited Access Freeways - Ground Sign, Pole Sign, or Wall Sign

1. Standards

a. Maximum square footage and height: The size and height of electronic message centers are regulated by limitations placed on business signs for the street on which they are placed. Electronic message center signs shall in no case exceed 50 square feet when used as a wall sign.

b. Setback: Ten feet from interior side lot lines

c. Lighting: Internal or external

d. Changeable Messages are allowed as follows:

(i) Text messages on an electronic message center, including a sign, which conveys the time of day and/or temperature only, located on an arterial street, must continuously display the message at least two seconds. A single message shown in segments shall not exceed an eight-second duration.

(ii) Text messages on an electronic message center, including a sign that conveys the time of day and/or temperature only, located on a limited access freeway, must continuously display the message at least eight seconds.

(iii) No scrolling message is permitted.

(iv) Letter height shall be based on sight distance of one inch of height per 36 feet of sight distance, providing a minimum ten-inch letter height on an arterial street and minimum 18-inch letter height on limited access freeway.

(1) Minimum sight distance shall be determined by reference to the American Association of State Highway and Transportation Officials (AASHTO) manual.

(2) Vehicle speed shall be determined by posted speed limit plus five MPH.

e. Time limit: None.

2. Special Conditions

(i) If electronic message center signs are freestanding, no other freestanding general business signs are permitted.

(ii) All electronic message centers, including a sign that conveys the time of day and/or temperature only, lawfully in existence on August 8, 2006, or permitted after the adoption of this Code, shall conform to the changeable message requirements of Section 7.12.3.A.1.d above.

(iii) Electronic message center signs shall obtain an annual inspection and pay the appropriate fee as shown on the fee schedule.

3. Collectors

Not permitted.

4. Local Streets

Not permitted.

7.12.4. DEVELOPMENT SIGN

A. Arterials - Ground Sign, Pole Sign or Wall Sign

1. Maximum square footage: 200 square feet

2. Maximum height: 25 feet

3. Setback: 10 feet from interior side lot lines

4. Lighting: External only

5. Spacing:

a. Commercial: One sign per lot. For lots larger than 10 acres, one additional sign may be added for each 10 acres.

b. Residential: Two signs are allowed per residential subdivision, with each platted increment being considered a separate project.

6. Time limit:

a. Commercial: Until the initial certificate of occupancy is granted on the property for single tenant developments, or until multi-tenant developments are 50-percent occupied.

b. Residential: Until construction is substantially complete on 90 percent of the lots within a subdivision.

B. Collectors - Ground Sign, Pole Sign or Wall Sign

1. Maximum square footage: 50 square feet

2. Maximum height: Eight feet

3. Setback: 10 feet from interior side lot lines

4. Lighting: External only

5. Spacing:

a. Commercial: One sign per lot. For lots larger than 10 acres, one additional sign may be added for each 10 acres.

b. Residential: Two signs are allowed per residential subdivision, with each platted increment being considered a separate project.

6. Time limit

a. Commercial: Until the initial certificate of occupancy is granted on the property for single tenant developments, or until multi-tenant developments are 50-percent occupied.

b. Residential: Until construction is substantially complete on 90 percent of the lots within a subdivision.

C. Local Streets

Same as for collectors.

7.12.5. POLITICAL SIGN

A. Ground Sign, Pole Sign, or Wall Sign

1. Standards

a. Maximum square footage: 36 square feet

b. Maximum height: Eight feet

c. Lighting: External only

d. Spacing: None

2. Special Conditions

Political signs shall not be placed in right-of-way. No City permit, City fee, or City approval is required for a political sign meeting these specifications.

7.13. ENTERTAINMENT DISTRICT OVERLAY

7.13.1. APPLICABILITY

The requirements of Article 7, *Sign Standards*, shall apply to all signs constructed in the Entertainment District overlay, except as specified below for specific sign types.

7.13.2. GENERAL

A. All signs shall meet the applicable standards of this Code, the Texas Manual on Uniform Traffic Control Devices, and the Federal and Texas Highway Beautification Acts.

B. Pole signs are prohibited within the EDO district.

7.13.3. MULTI-TENANT GROUND SIGNS

A. All multi-tenant ground signs shall have a center identification.

B. All signs shall have an architectural side border of at least 10 inches in width.

C. Each tenant identification sign panel shall be limited to 25 square feet. However, tenant identification signs on properties fronting Interstate 30 or State Highway 360 shall be limited to 35 square feet.

7.13.4. DIRECTIONAL SIGNS

A. The area of the sign is limited to 16 square feet.

B. The sign shall not exceed 4 feet in height.

C. Not more than 50 percent of the sign area may be used for an advertising logo.

7.13.5. WALL SIGNS

A. The total area of wall signs shall not exceed 20 percent of the overall wall area.

B. For multi-story buildings, the maximum height of a wall sign is three feet for the first or second story, and five feet for the third story or above.

C. Mounting hardware shall be non-corrosive and concealed from view.

D. Exposed raceways, conduits, transformers, or lamp tubing is not permitted.

E. All signage that does not include trademarked logos shall be uniform in appearance.

7.13.6. CANOPY SIGNS

A. A canopy sign shall not be greater in size than 25 square feet or 10 percent of the size of the front face of the canopy, whichever is less.

B. Canopies may have lettering and graphics on or above the front panel of canopies over main entrances only.

C. Individual letters or graphics may be internally illuminated and either glow with a halo-illumination effect or glow through the front faces. The use of

Figure 7.7 Canopy sign.

neon is permitted. Flashing lights, or exposed raceways, conduits, or transformers are prohibited.

7.13.7. AWNING SIGNS

A. Awnings must be professionally constructed. The use of vinyl as a material is not permitted.

B. Awnings may have side panels, but the underside of the awning may not be enclosed.

C. Lettering and graphic is permitted on the front and side vertical panels only. However, awnings located over the primary entrance of a building may have one store logo or the store name applied within a 16 square foot area on the sloped portion of the awning.

Figure 7.8 Awning sign.

D. Awnings may be lighted from above with lighting affixed to the building. All lighting must be shielded to prevent the light from shining directly into traffic, upper floor windows, or pedestrian views.

7.13.8. WINDOW SIGNS

A. Decal application graphics are permitted on glass areas of storefronts, offices, and leasing areas. Only the store name, address, hours of operation, entrance/exit information, and emergency phone numbers may be displayed.

B. Decal graphics must be vinyl die-cuts applied directly to the glass.

Figure 7.9 Window sign.

C. Copy height of decal graphics shall not exceed four inches. The total display area of all graphics shall not exceed 144 inches.

D. Temporary advertising placards, banners, pennants, trademarks, or other descriptive material shall not be placed on the inside of the glass. However, restaurants may display menus.

7.13.9. PORTABLE SIGNS

A. Only freestanding A-frame style signs constructed of steel or plastic are permitted.

B. Portable signs shall not exceed eight square feet in area or four feet in overall height.

C. Portable signs must be sufficiently weighted or anchored to the pavement to provide stability.

D. Portable signs must be placed within five feet of the building entrance. Signs located on sidewalks must maintain a pedestrian path of at least five feet in width and not obstruct pedestrian movement or safety.

7.13.10. BLADE PROJECTING SIGNS

A. Blade signs shall not exceed 12 square feet in area or eight inches in thickness. The maximum projection from the wall to the outer edge of the sign is 12 inches. Signs must be double-sided.

B. Support structures must be constructed of metal. The sign panel lettering must be constructed of wood, synthetic wood, or metal. The background panel must be constructed of acrylic, Plexiglas®, or similar plastic sheeting.

Figure 7.10 Blade projecting sign.

C. Signs may project over a sidewalk, provided a vertical clearance of at least nine feet is maintained.

D. Individual letters, graphics, or sign panels may be internally illuminated and either glow with a halo-illumination effect or glow through the front faces. The use of neon is permitted. Flashing lights, or exposed raceways, conduits, or transformers are prohibited.

E. Indirect lighting from above with lighting affixed to the building is permitted. All lighting must be shielded to prevent the light from shining directly into traffic, upper floor windows, or pedestrian views.

7.13.11. VERTICAL PROJECTING SIGNS

A. Vertical projecting signs shall not exceed 150 square feet in area or 15 inches in thickness. The maximum projection from the wall to the outer edge of the sign is four feet. The maximum distance between the wall and the inner edge of the sign is 18 inches. Signs must be double-sided.

B. The height of the sign shall not exceed 37.5 feet or 75 percent of the overall wall length of the wall on which it is attached, whichever is less.

C. Signs may extend above a tenant's lease space, subject to approval from the owner of the building. The sign shall not extend above the roofline of the building.

Figure 7.11 Vertical projecting sign.

D. Support structures must be constructed of metal. The sign panel lettering must be constructed of wood, synthetic wood, or metal. The background panel must be constructed of acrylic, Plexiglas®, or similar plastic sheeting.

E. Signs may project over a sidewalk, provided a vertical clearance of at least nine feet is maintained.

F. Individual letters, graphics, or sign panels may be internally illuminated and either glow with a halo-illumination effect or glow through the front faces. The use of neon is permitted. Flashing lights, or exposed raceways, conduits, or transformers are prohibited.

7.13.12. FLAGS

A. Three flags are permitted on each lot. No minimum spacing is required between flagpoles.

7.13.13. GRAND OPENING SIGNS

A. Balloons and streamers used for grand opening signs may be displayed only within 30 days after a certificate of occupancy is issued.

7.14. DOWNTOWN BUSINESS, DOWNTOWN NEIGHBORHOOD OVERLAY, AND MIXED-USE DISTRICTS

7.14.1. APPLICABILITY

Only the following sign types shall be permitted in the DB, DNO, LCMUO, NMU, and RMU zoning districts.

A. Signs, General

1. General business signs shall be allowed as provided for in Article 7, *Sign Standards*.

2. All use of florescent lighting is prohibited.

3. No flashing or running light signs shall be allowed.

4. Pole signs are prohibited in the DB and LCMUO districts.

5. No banners, except for grand openings and as permitted elsewhere in Article 7, *Sign Standards*, shall be allowed.

6. Painted wooden signs are prohibited.

7. Solid acrylic or vinyl face can or box sign are prohibited.

8. Any internally lit sign not in working order shall be repaired, turned off, or removed within 72 hours of the malfunction; and, at no time shall a sign's internal lighting or internal structure be exposed unless it is actively under repair.

9. Neon lighting is allowed only under the following conditions:

a. Location: The use of neon lighting is only allowed in the area bounded by the centerlines of Division Street on the north, Mesquite Street on the east, Front Street on the south and Pecan Street on the west. This area is targeted for redevelopment and includes a structure where neon lighting was used to enhance the architectural character of that historical building.

Figure 7.12 Permitted area for neon lighting.

b. Neon is not allowed to outline buildings or windows of a building.

B. Wall Signs

1. Maximum square footage: 40 square feet when the bottom of the sign is located at least 12 feet or higher above grade, and 20 square feet if less than 12 feet above grade. The maximum size may increase by 50 percent for each story above three stories to a maximum of 200 square feet.

2. Maximum height: Not to exceed height of structure

3. Maximum width: None

4. Distance above grade: (See maximum square footage note)

5. Lighting: Internal or external (See additional requirements note)

6. Spacing: Minimum 10 feet distance between wall signs (excluding building identification sign or directory sign)

7. Time limit: None

8. Permitted on-site: One per occupancy, per street frontage

9. Permitted in right-of-way: No

10. Additional requirements: One wall-mounted sign, not exceeding 10 square feet in area, is permitted on any side or rear entrance that is open to the public. Such wall signs may only be lighted during the operating hours of business.

Figure 7.13 Wall sign example.

C. Blade And Hanging Signs

1. Description

Including graphic or icon signs, mounted perpendicularly to the wall.

2. Standards

a. Maximum square footage: Six square feet

b. Maximum height: None

c. Maximum width: Three feet

d. Distance above grade to bottom of sign: Eight feet or higher

e. Lighting: None permitted

f. Spacing: Minimum 15 feet distance between signs

g. Time limit: None

h. Permitted on-site: One per occupancy

i. Permitted in right-of-way: No

3. Additional Requirements

a. The height of the top edge of the signboard shall not exceed the height of the wall from which the sign projects, if attached to a single story building, or the height of the sill or bottom of any second story window, if attached to a multi-story building.

b. The sign shall be attached in such a manner as to prevent swinging.

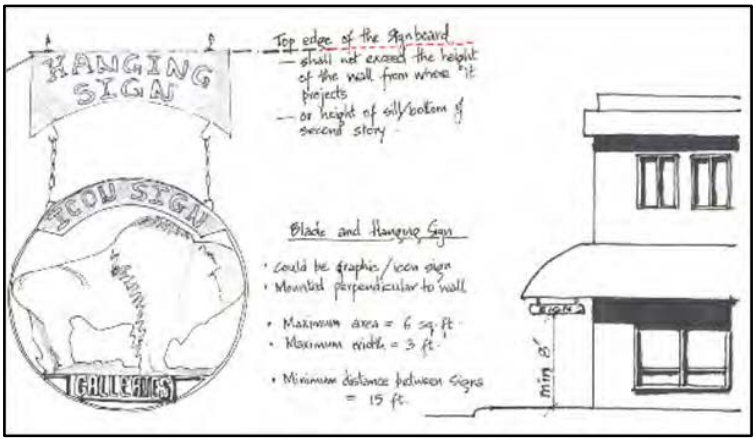


Figure 7.14 Blade and hanging sign example.

D. Projecting Signs (Auto-Oriented)

1. Maximum square footage: 36 square feet

2. Maximum height: None

3. Maximum width: Three feet

4. Distance above grade to bottom of sign: Eight feet or higher

5. Lighting: Internal

6. Spacing: N/A

7. Time limit: None

8. Permitted on-site: One per building

9. Permitted in right-of-way: May project over the public right-of-way no more than four feet, and may be subject to an easement use agreement at the discretion of the Zoning Administrator.

10. Additional requirements: The depth of the sign can/cabinet shall not exceed six inches.

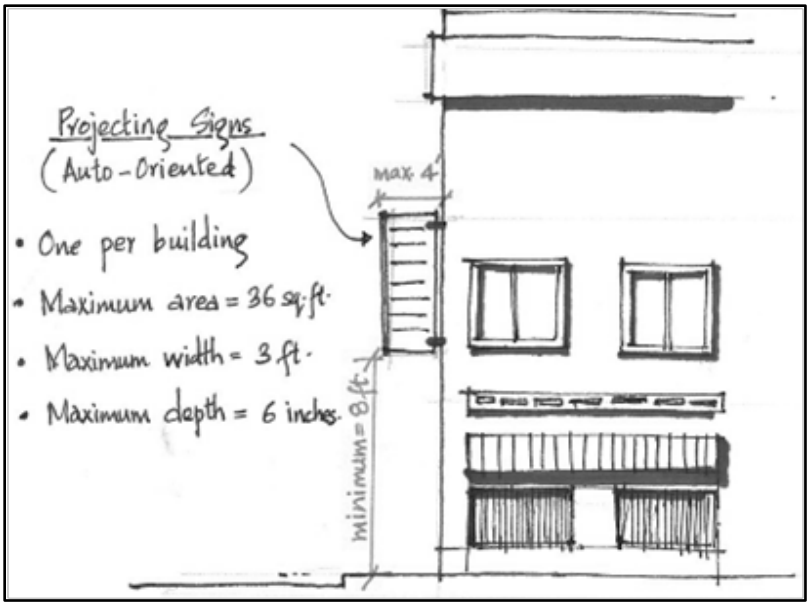


Figure 7.15 Projecting signs example.

E. Building Identification Signs

1. Maximum square footage: 25 square feet

2. Maximum height: None

3. Maximum width: None

4. Distance above grade: 12 feet or higher

5. Lighting: Internal

6. Spacing: None

7. Time limit: None

8. Permitted on-site: One per building face

9. Permitted in right-of-way: N/A

10. Additional requirements:

a. Maximum height of 24 inches for letters or logos.

b. Applied letters shall be constructed of painted cast metal, bronze, brass, or black anodized aluminum. Applied plastic letters are not permitted.

Figure 7.16 Building identification sign example.

F. Awning Signs (For Ground Floor Uses Only)

1. Maximum square footage: 20 square feet

2. Maximum height: None

3. Maximum width: None

4. Distance above grade: Nine feet or higher

5. Lighting: Not permitted

6. Spacing: None

7. Time limit: None

8. Permitted on-site: One per occupancy, per building face

9. Permitted in right-of-way: N/A

10. Additional requirements:

a. If acting as the main business sign, it shall not be in addition to a wall-mounted sign.

b. If acting as an auxiliary business sign, it shall be located on the valance only, and the height of the lettering shall not exceed eight inches.

c. The following construction materials are approved: industry accepted metal, canvas, and woven vinyl.

Figure 7.17 Awning sign for ground floor uses example.

G. Building Directory Signs

1. Maximum square footage: Eight square feet

2. Maximum height: None

3. Maximum width: None

4. Distance above grade: None

5. Lighting: Internal

6. Spacing: None

7. Time limit: None

8. Permitted on-site: One per entrance; shall be located next to the entrance

9. Permitted in right-of-way: N/A

10. Additional requirements:

a. The sign shall project out from the wall to which it is attached no more than six inches.

b. The sign shall not extend above the parapet, eave, or building façade.

Figure 7.18 Building directory sign example.

H. **Painted Wall Murals.** May be permitted, provided special conditions are met.

1. Maximum square footage: 100 percent of wall area

2. Maximum height: N/A

3. Maximum width: N/A

4. Distance above grade: N/A

5. Lighting: External

6. Spacing: None

7. Time limit: None

8. Permitted on-site: One per building

9. Permitted in right-of-way: N/A

10. Special Conditions:

a. Murals shall be painted with a weather-resistant paint.

b. No portion of the mural shall be used to advertise a specific product or service. The mural may display the name or logo of the on-site tenant or an event within the district area.

c. The name or logo displayed shall not exceed more than 25 percent of the mural area.

d. Should the mural become faded, peeled, and severely weathered in the opinion of the Zoning Administrator, the owner, or the person or firm maintaining the same, shall, upon written notice, repair or remove the mural or repaint the wall on which mural is painted within 60 days.

I. Vertical Banners

1. Maximum square footage: 35 square feet per pole

2. Maximum height: 35 feet to top of banner

3. Maximum width: None

4. Distance above grade: Eight feet above curb or sidewalk

5. Lighting: External

6. Spacing: None

7. Time limit: None

8. Permitted on-site: No more than two vertical banners per pole

9. Permitted in right-of-way: Yes; provided special conditions are met

10. Special Conditions

a. Torn or severely weathered vertical banners shall not be permitted.

b. Vertical banners shall be secured at all points of attachment to the pole.

c. No portion of a vertical banner shall be used to advertise a specific product or service. Any vertical banner located in the right-of-way may contain the name or logo of an event within the district area or a special community-sponsored event that is sponsored by community-based nonprofit entities.

d. Vertical banners may be attached to light standards or other poles in the right-of-way with a permit from appropriate City departments, with brackets approved by the Zoning Administrator.

e. Vertical banners, as described in this section, shall only be permitted in the right-of-way of the district area, except they may be located on both sides of a right-of-way, which acts as a boundary of that district.

J. Window Signs

The sign shall occupy no more than 10 percent of the window area of a structure, and no sign will be permitted above the second story.

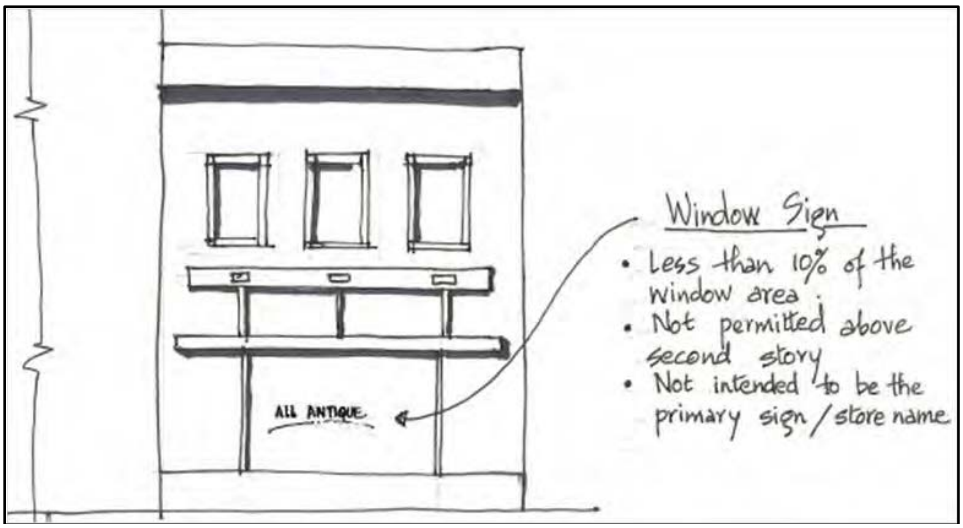


Figure 7.19 Window signs example.

K. Marquees

Marquees with removable and/or changing letters are permitted for performance and movie theaters only. No running or flashing lights shall be allowed.

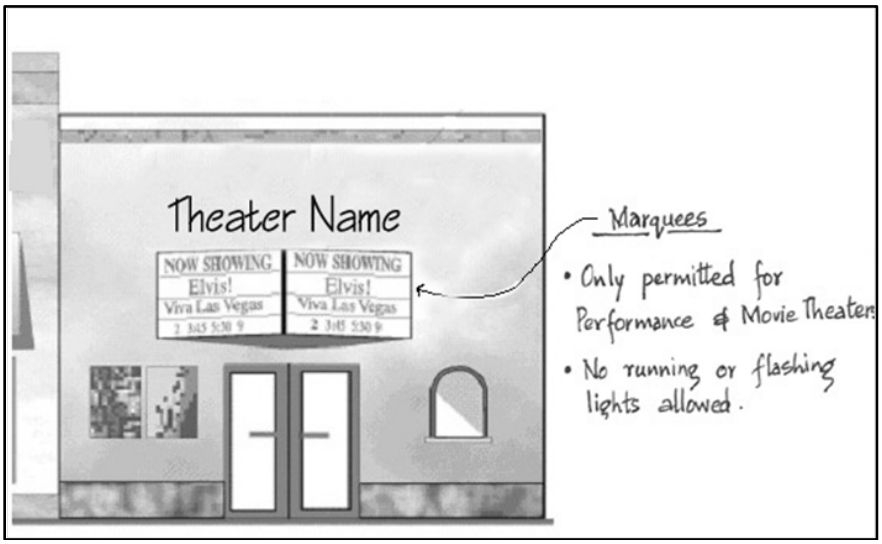


Figure 7.20 Marquee signs example.

L. Menus

In addition to other signage, restaurants and cafes shall be permitted one wall-mounted display per business featuring the actual menu as used at the dining table, to be contained within a shallow wood or metal case, and clearly visible through a glass front. The display case shall be attached to the building wall, next to the main

entrance, at a height of approximately five feet, shall not exceed a total area of three square feet, and may be lighted.

M. Fascia Signs

1. Shall be located only on top of and affixed to a permanently fixed structure that is perpendicular to the building face. The fascia sign may extend over the public sidewalk, if and only to the extent the structure supporting it extends over the public sidewalk.

2. Shall not extend above the second floor ceiling or the top of the roof, whichever is less.

3. Shall consist only of letters and/or geometric designs and not constructed as part of a sign can or cabinet. Each letter may be internally illuminated with lights other than florescent or neon.

4. The surface area of the letters and/or geometric designs comprising the sign shall not exceed in the aggregate 40 square feet.

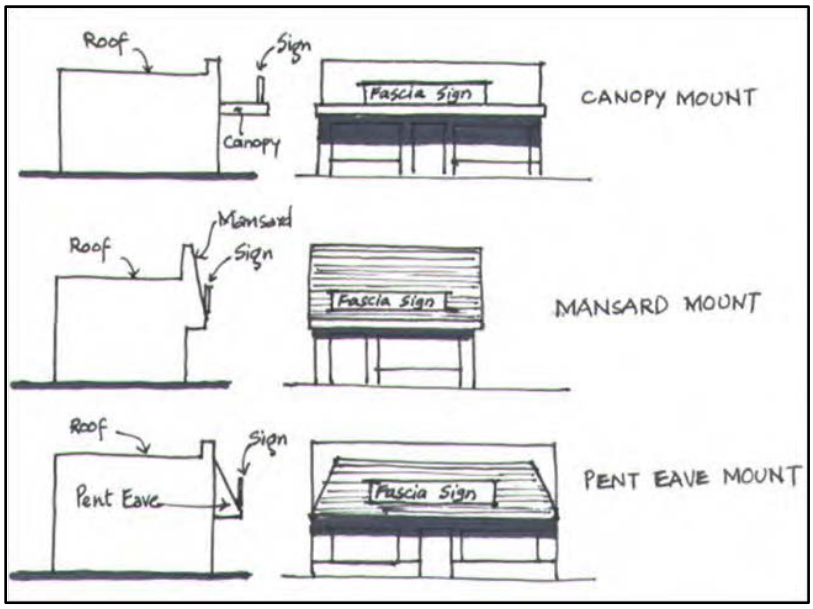


Figure 7.21 Fascia signs example.

7.15. ALTERNATE SIGN PLAN

An alternate sign plan may be approved at the discretion of the City Council, if the following conditions are met:

7.15.1. The property is zoned CC or PD for multi-tenant CC users.

7.15.2. The site encompasses 50 acres or more and has a minimum of 1,000 feet of continuous frontage on I-20.

7.15.3. The alternate sign plan must show a unified graphics package that includes all on-site signs including destination signs, multi-tenant signs, general business wall signs, and directional signs. All signs must support a general development theme.

7.15.4. Multi-tenant signs with frontage on I-20 shall not exceed 50 feet in height, not be closer than 500 feet apart, or be larger than 1,000 square feet. No more than three signs per street front shall be allowed.

7.15.5. Multi-tenant signs on arterials and major collectors shall not exceed 20 feet in height, be closer than 250 feet apart, or be larger than 200 square feet. No more than three signs per street front shall be allowed.

7.15.6. Wall signs are limited to 20 percent of total wall area, not to exceed 75 percent of width of associated tenant space.

7.15.7. The alternate sign plan shall meet the spirit and intent of the Code, and signs specifically prohibited in Article 7, *Sign Standards* are not allowed.

7.16. MAJOR SPORTS COMPLEX SIGN STANDARDS

7.16.1. APPLICABILITY, INTERPRETATIONS AND EXEMPTIONS

A. Applicability

The requirements of this Section and Section 9.02 of the "Streets and Sidewalks" Chapter of the Code of the City of Arlington, shall apply to all signs visible from a public street or adjacent property within a major sports complex, except as otherwise provided herein. This includes restrictions regarding obstructions to view. The special regulations contained in this Section are the exclusive requirements and limitations under this Section for major sports complex signs and shall supersede all other requirements and limitations of this Section (including Section 7.12.2). This Section is solely applicable to major sports complex signs.

B. Main Facility

The term "main facility" with respect to a major sports complex means a facility designed to seat at least 40,000 spectators for professional or amateur sports events.

C. Exemptions

All signs within a major sports complex that are not visible from a public street or adjacent property shall be exempt from all requirements and limitations of this Chapter. Any scoreboard, sign, or video screen that is located in, on, or around a main facility (extending to the more expansive of (a) the admission perimeter, (b) the drip line of such main facility or (c) on-site pedestrian pathways adjacent to and

contiguous with such main facility, whether or not visible from a public street or adjacent property) of a major sports complex shall be exempt from all requirements and limitations of this Section. Notwithstanding the foregoing, signs that are visible from a public street or adjacent property and that are attached to the exterior (not including any field side) of a main facility designed to (i) seat at least 40,000 spectators but less than 70,000 spectators and (ii) house major league baseball games shall be subject to the requirements and limitations of Section 7.16.14. Additionally, any permanent video screen that (a) is located within a major sports complex, (b) is not oriented toward a public street and (c) may only be incidentally visible from a public street shall be exempt from the requirements and limitations of this Section. No special exception shall be required for electronic message center signs permitted under this Section.

D. Promotional Relationship

Any sign authorized by this Section that directs attention, directly or indirectly, to any of the following promotional relationships with either a major sports complex or the person or entity holding or owning, from time to time, the legal possessory right or interest to use or occupy a main facility shall not be considered "off-premise" advertising: events (including pre-event and post-event entertainment), products, services and companies located within a major sports complex and products, services and companies having a promotional relationship for teams at a main facility or events occurring within a major sports complex (including, but not limited to, naming rights holders, multiple event sponsors and individual event sponsors).

E. Permits

No permit under Article 7 of the "Construction" Chapter of the Code of the City of Arlington shall be required for any of the following where located within a major sports complex: primary and decorative flags and vertical banners, air balloons, temporary special events banners, and temporary video screens.

F. Maintenance

All signs authorized by this Section, together with all their supports, braces, guys, and anchors, shall be kept in good repair and proper working condition subject to normal wear and tear.

G. Primary Route For Ingress Or Egress

The phrase "primary route for ingress or egress" means the specific portions of arterial streets designated in Exhibit "A" attached to this Code and incorporated herein for all purposes.

H. On-Site / Off-Site

The phrase "on-site" means located within a major sports complex. The phrase "off-site" means located outside a major sports complex.

7.16.2. PRIMARY AND DECORATIVE FLAGS / VERTICAL BANNERS

A. Permissible Location

1. On-Site – Yes

2. Off-Site – Only along arterial streets that are identified as a primary route for ingress or egress for a main facility

B. Maximum area

1. On-Site – 87 square feet per flag or vertical banner

2. Off-Site – 35 square feet per flag or vertical banner

C. Maximum height: 35 feet

D. Minimum height: Six feet from pole base to the bottom of the flag/vertical banner

E. Lighting: External

F. Spacing: None

G. Time limit: None

H. Permitted in right-of-way

1. Primary or Decorative Flags - No

2. Vertical Banners – Yes

I. Special Conditions

1. Torn or severely weathered flags shall not be permitted.

2. Flags and vertical banners shall be secured at all points of attachment to a pole.

3. No more than two flags or vertical banners per pole shall be permitted.

4. The maximum height of rooftop flags shall be 25 feet measured from the top of the building structure.

5. Up to 20 percent of each flag and vertical banner located outside a major sports complex as authorized by this Section may display the name and logo of any and all of the following: (1) products, services and companies located within a major sports complex; and (2) any product, service, or company having a promotional relationship for teams at a main facility or events (including pre-event and post-event entertainment) within a major sports complex (including, but not limited to, naming rights holders, multiple event sponsors and individual event sponsors). Up to 100 percent of each flag and vertical banner located outside a major sports complex may display the name and logo of any and all of the following: (1) teams at a main facility and events (including pre-event and post-event entertainment) within a major sports complex, and (2) special community sponsored events. Up to 100 percent of each flag and vertical banner located within a major sports complex may display the name and logo of any and all of the following: (1) products, services and companies located within a major sports complex; (2) teams at a main facility and events (including pre-event and post-event entertainment) within a major sports complex; (3) any product, service, or company having a promotional relationship for such teams or events (including, but not limited to, naming rights holders, multiple event sponsors and individual event sponsors); and (4) special community

sponsored events. For purposes of this section, a "special community sponsored event" is an event sponsored by community based, nonprofit entities, with an expected attendance of 20,000 or more persons and approved by City Council resolution.

6. Vertical banners may be attached to light standards or other poles in the right-of-way in accordance with a right-of-way use agreement approved by the City Manager and City Attorney. No monetary fee shall be imposed for such use of the right-of-way under such agreement.

7. The area of a vertical banner shall be calculated on the basis of one side. When used in this section, "side" shall refer to a single plane.

7.16.3. POLE SIGNS

A. Permissible Location

1. On-Site – Only as specifically authorized under Subsection G, *Special Conditions.*

2. Off-Site – Only (i) as specifically authorized under Subsection G, *Special Conditions,* and (ii) at any location with a specific use permit.

B. Maximum area: 700 square feet. Where an electronic message center sign is provided, the maximum permitted area shall be increased to 1,200 square feet.

C. Maximum height: 80 feet; except signs that are within 660 feet of and visible from the main travel lanes of a controlled access freeway shall not exceed 42.5 feet in height above the higher surface elevation of the nearest frontage road or main travel lane.

D. Lighting: Internal or external

E. Permitted in right-of-way: Yes, in accordance with a right-of-way use agreement approved by the City Manager and City Attorney.

F. Time Limit: None

G. Special Conditions

1. Each pole sign authorized under this section shall be separated by not less than 625 feet from any other pole sign authorized under this Section.

2. Each main facility of a major sports complex is authorized to place a total of six pole signs in the City in any of the following locations:

a. Within a major sports complex;

b. Fronting arterial streets identified as a primary route for ingress or egress for a major sports complex (provided, however, no such sign shall front East Lamar Boulevard between Ascension Boulevard and Brookhollow Plaza Drive); and

c. Located in the vicinity of Interstate Highway 20 at its intersection with State Highway 360, as shown more particularly on Exhibit “B” attached to this Code and incorporated herein for all purposes. If located within

660 feet of a controlled access freeway, such signs shall not be placed outside a commercial or industrial zone.

3. In addition to the above, a main facility designed to seat at least 70,000 spectators is authorized to place one pole sign on a lot with frontage on Interstate Highway 30. Such sign may be located within or outside a major sports complex and may be located within 660 feet of a controlled access freeway. Additionally, such sign shall not be placed either: (a) outside a commercial or industrial zone, or (b) within 100 feet of any residential zone outside a major sports complex.

4. In addition to the above, the pole sign fronting Interstate Highway 30 for the main facility used as a major league baseball park shall be permitted as a pole sign authorized under this subsection, provided such sign complies with the requirements and limitations of this subsection.

5. In addition to the above, all main facilities in the City are authorized to collectively place up to two pole signs on lots with frontage on Interstate Highway 30 and one pole sign on a lot with frontage on State Highway 360. Such signs may be located within or outside a major sports complex and may be located within 660 feet of a controlled access freeway. Additionally, such signs shall not be placed either: (a) outside a commercial or industrial zone, or (b) within 100 feet of any residential zone outside a major sports complex.

6. Electronic message center signs shall be permitted on all pole signs authorized under this section.

7. Sponsor panels for products, services and companies located within a major sports complex and products, services and companies having a promotional relationship with teams at a main facility or events (including pre-event and post-event entertainment) occurring within a major sports complex (including, but not limited to, naming rights holders, multiple event sponsors and individual event sponsors) shall be permitted on all pole signs authorized under this section. A sponsor panel must be removed if the sponsor product, service, or company ceases to be located within the major sports complex and/or all applicable promotional relationships (with respect to such sponsor panel) with teams at a main facility or events occurring within the major sports complex end.

8. Sponsor panels may be located on any portion or all of each permitted on-site pole sign. Sponsor panels may be located on any portion of each permitted off-site pole sign, subject to the following limitations:

a. If less than the entire display area is an electronic message center sign, then no more than 35 percent of the total display area may be used for sponsor panels; and

b. If the entire display area is an electronic message center sign, then no more than 35 percent of each half-hour period during which messages are displayed may be used for the display of products, services and companies located within a major sports complex or having a

promotional relationship for events occurring within a major sports complex (provided, however, at any time, permitted pole signs may depict any or all of the following: the theme of a major sports complex, the name of a main facility, the name of a parking area, the name of a location within a major sports complex, an event to occur at a main facility, one or more professional or amateur sports teams that play at a main facility and the location of Arlington, Texas).

9. Reader boards may be incorporated into permitted pole signs, provided the combined area of reader boards for any one sign does not exceed 75 percent of such sign's display area.

10. Each pole sign may contain multiple display areas on multiple sides or all sides. The combined area of the pole sign shall be measured by summing the individual rectangle(s) enclosing each display area, exclusive of the pole(s). For spherical, free form, sculptural and other non-planar signs, the sign area shall be the sum of the areas using only the four vertical sides of the smallest hexahedron that will encompass the sign. Where there is more than one side to a pole sign, the total allowable area shall be doubled and the area may be distributed among the various sides, with no single side exceeding the original allowable area.

7.16.4. GROUND SIGNS

A. Permissible Location

a. On-Site – Yes

b. Off-Site – No

B. Maximum area: 400 square feet.

C. Maximum height: 24 feet.

D. Lighting: Internal or external

E. Permitted in right-of-way: Yes, in accordance with a right-of-way use agreement approved by the City Manager and City Attorney.

F. Time Limit: None

G. Special Conditions

1. One ground sign is permitted for each 200 lineal feet of street frontage or portion thereof within a major sports complex. Each ground sign must be separated by not less than 150 feet.

2. Electronic message center signs and reader boards shall be permitted on ground signs.

3. Sponsor panels for products, services and companies located within a major sports complex and products, services and companies having a promotional relationship with teams at a main facility or events (including pre-event and post-event entertainment) occurring within a major sports complex (including, but not limited to, naming rights holders, multiple event sponsors and individual event sponsors) shall be permitted on ground signs.

A sponsor panel must be removed if the sponsor product, service, or company ceases to be located within the major sports complex and/or all applicable promotional relationships (with respect to such sponsor panel) with teams at a main facility or events occurring within the major sports complex end.

4. Sponsor panels may be located on any portion of each permitted ground sign, subject to the following limitations:

a. if less than the entire display area is an electronic message center sign, then no more than 90 percent of the total display area may be used for sponsor panels; and

b. if the entire display area is an electronic message center sign, then no more than 90 percent of each half-hour period during which messages are displayed may be used for the display of products, services and companies located within a major sports complex or having a promotional relationship for events occurring within a major sports complex (provided, however, at any time, permitted ground signs may depict any or all of the following: the theme of a major sports complex, the name of a main facility, the name of a parking area, the name of a location within a major sports complex, an event to occur at a main facility, one or more professional or amateur sports teams that play at a main facility and the location of Arlington, Texas).

5. Each ground sign may contain multiple display areas on multiple sides or all sides. The combined area of the ground sign shall be measured by summing the individual display areas. For spherical, free form, sculptural and other non-planar signs, the sign area shall be the sum of the areas using only the four vertical sides of the smallest hexahedron that will encompass the sign. Where there is more than one side to a ground sign, the total allowable area shall be doubled and the area may be distributed among the various sides, with no single side exceeding the original allowable area.

7.16.5. DIRECTIONAL AND SITE CIRCULATION SIGNS

A. Permissible Location

1. On-Site – No

2. Off-Site – Only: (i) as specifically authorized under Subsection G, *Special Conditions,* and (ii) at any location with a Specific Use Permit

B. Maximum area: 400 square feet.

C. Maximum height: 24 feet.

D. Lighting: Internal or external

E. Permitted in right-of-way: Yes, in accordance with a right-of-way use agreement approved by the City Manager and City Attorney.

F. Time Limit: None

G. Special Conditions

1. Directional and site circulation signs that are related to a major sports complex and owned or controlled, from time to time, by the person or entity holding or owning the legal possessory right or interest to use or occupy a main facility of a major sports complex shall be permitted where fronting arterial streets identified as a primary route for ingress or egress for a major sports complex.

2. One directional or site circulation sign shall be permitted for each 250 lineal feet of street frontage or portion thereof (provided however, no more than six such signs shall be permitted to front East Lamar Boulevard between Ascension Boulevard and Brookhollow Plaza Drive). Each such sign must be separated by not less than 250 feet.

3. Directional and site circulation signs may be any type of sign.

4. Electronic message center signs and reader boards shall be permitted on directional and site circulation signs.

5. Sponsor panels for products, services and companies located within a major sports complex and products, services and companies having a promotional relationship with teams at a main facility or events (including pre-event and post-event entertainment) occurring within a major sports complex (including, but not limited to, naming rights holders, multiple event sponsors and individual event sponsors) shall be permitted on directional and site circulation signs. A sponsor panel must be removed if the sponsor product, service, or company ceases to be located within the major sports complex and/or all applicable promotional relationships (with respect to such sponsor panel) with teams at a main facility or events occurring within the major sports complex end.

6. Sponsor panels may be located on any portion of each permitted directional and site circulation sign, subject to the following limitations:

a. if less than the entire display area is an electronic message center sign, then no more than 35 percent of the total display area may be used for sponsor panels; and

b. if the entire display area is an electronic message center sign, then no more than 35 percent of each half-hour period during which messages are displayed may be used for the display of products, services and companies located within a major sports complex or having a promotional relationship for events occurring within a major sports complex (provided, however, at any time, permitted directional and site circulation signs may depict any or all of the following: the theme of a major sports complex, the name of a main facility, the name of a parking area, the name of a location within a major sports complex, an event to occur at a main facility, one or more professional or amateur sports teams that play at a main facility and the location of Arlington, Texas).

7. Each directional and site circulation sign may contain multiple display areas on multiple sides or all sides. The combined area of such signs shall be

measured by summing the individual display areas. For spherical, free form, sculptural and other non-planar signs, the sign area shall be the sum of the areas using only the four vertical sides of the smallest hexahedron that will encompass the sign. Where there is more than one side to a ground sign, the total allowable area shall be doubled and the area may be distributed among the various sides, with no single side exceeding the original allowable area.

7.16.6. WALL SIGNS

A. Permissible Location

1. On-Site – Yes

2. Off-Site – No

B. Maximum area: 70 percent of wall area (including exempt wall signs at the main facility).

C. Lighting : Internal or external

D. Permitted in right-of-way: n/a.

E. Time limit: None

F. Special Conditions

1. No wall sign shall:

a. Extend horizontally more than 18 inches from the wall to which it is attached;

b. Extend vertically above the height of the parapet of the wall to which it is attached (unless contiguous with a roof sign permitted under this Section); and

c. Extend vertically below 10 feet above the height of the finished sidewalk along the adjacent right-of-way or pedestrian pathway (except that signs that do not exceed 65 square feet in size are exempt from this requirement, provided there is a separation between such signs of at least 50 linear feet along the adjacent right-of-way or pathway).

2. Electronic message center signs and reader boards shall be permitted on wall signs.

3. Wall murals shall be permitted as wall signs and may be sponsor panels.

4. Sponsor panels for products, services and companies located within a major sports complex and products, services and companies having a promotional relationship with teams at a main facility or events (including pre-event and post-event entertainment) occurring within a major sports complex (including, but not limited to, naming rights holders, multiple event sponsors and individual event sponsors) shall be permitted on wall signs, and may be located on any portion or all of each wall sign. A sponsor panel must be removed if the sponsor product, service, or company ceases to be located within the major sports complex and/or all applicable promotional

relationships (with respect to such sponsor panel) with teams at a main facility or events occurring within the major sports complex end.

7.16.7. STADIUM ENTRANCE GATE AND PARKING LOT ENTRANCE SIGNS

A. Permissible Location

1. On-Site – Yes

2. Off-Site – No

B. Maximum area: 450 square feet each.

C. Maximum height: 60 feet

D. Lighting: Internal or external

E. Permitted in right-of-way: Yes, in accordance with a right-of-way use agreement approved by the City Manager and City Attorney.

F. Time limit: None

G. Special Conditions

1. Up to three signs per entrance gate of each main facility and per each entrance to a parking area owned or controlled, from time to time, by the person or entity holding or owning the legal possessory right or interest to use or occupy a main facility of a major sports complex (whether directly, or indirectly through one or more intermediaries, affiliates, parents, or subsidiaries, including any combination thereof and any successors and assigns thereof) shall be permitted; no minimum spacing.

2. Electronic message center signs and reader boards shall be permitted on stadium entrance gate signs and parking lot entrance signs.

3. Stadium entrance gate signs and parking lot entrance signs may be any type of sign.

4. Sponsor panels for products, services and companies located within a major sports complex and products, services and companies having a promotional relationship with teams at a main facility or events (including pre-event and post-event entertainment) occurring within a major sports complex (including, but not limited to, naming rights holders, multiple event sponsors and individual event sponsors) and off-premise advertising shall be permitted on stadium entrance gate signs and parking lot entrance signs, and may be located on any portion or all of each such sign. A sponsor panel must be removed if the sponsor product, service, or company ceases to be located within the major sports complex and/or all applicable promotional relationships (with respect to such sponsor panel) with teams at a main facility or events occurring within the major sports complex end.

5. Each stadium entrance gate sign and parking lot entrance sign may contain multiple display areas on multiple sides or all sides. The combined area of the sign shall be measured by summing the individual rectangle(s) enclosing each display area, exclusive of any pole(s). For spherical, free form, sculptural and other non-planar signs, the sign area shall be the sum of the

areas using only the four vertical sides of the smallest hexahedron that will encompass the sign. Where there is more than one side to a sign, the total allowable area shall be doubled and the area may be distributed among the various sides, with no single side exceeding the original allowable area.

7.16.8. MAJOR SITE IDENTITY SIGNS

A. Permissible Location

1. On-Site – Yes

2. Off-Site – Only (i) as specifically authorized under Subsection H, *Special Conditions,* and (ii) at any location with a Specific Use Permit

B. Maximum height: 100 feet.

C. Maximum width: 60 feet.

D. Maximum area: 12,000 square feet

E. Lighting: Internal or external

F. Permitted in right-of-way: Yes, in accordance with a right-of-way use agreement approved by the City Manager and City Attorney.

G. Time limit: None

H. Special Conditions

1. Each major site identity sign authorized under this Section shall be separated by not less than 625 feet from any other major site identity sign authorized under this Section.

2. Each main facility of a major sports complex is authorized to place a total of six major site identity signs in the City in any of the following locations:

a. Within a major sports complex;

b. Fronting arterial streets identified as a primary route for ingress or egress for a major sports complex (provided, however, no such sign shall front East Lamar Boulevard between Ascension Boulevard and Brookhollow Plaza Drive); and

c. Located in the vicinity of Interstate Highway 20 at its intersection with State Highway 360, as shown more particularly on Exhibit “B” attached to this Code and incorporated herein for all purposes. If located within 660 feet of a controlled access freeway, such signs shall not be placed outside a commercial or industrial zone.

3. Each major site identity sign shall be some form of ground-based pylon.

4. Electronic message center signs shall be permitted on major site identity signs.

5. Each major site identity sign may contain multiple display areas on multiple sides or all sides.

6. Reader boards may be incorporated into permitted major site identity signs, provided the combined area of reader boards for any one sign does not exceed 25 percent of such sign's area.

7. Sponsor panels for products, services and companies located within a major sports complex and products, services and companies having a promotional relationship with teams at a main facility or events (including pre-event and post-event entertainment) occurring within a major sports complex (including, but not limited to, naming rights holders, multiple event sponsors and individual event sponsors) shall be permitted on all major site identity signs authorized under this Section. A sponsor panel must be removed if the sponsor product, service, or company ceases to be located within the major sports complex and/or all applicable promotional relationships (with respect to such sponsor panel) with teams at a main facility or events occurring within the major sports complex end.

8. Sponsor panels may be located on any portion or all of each permitted on-site major site identity sign. Sponsor panels may be located on any portion of each permitted off-site major site identity sign, subject to the following limitations:

a. If less than the entire display area is an electronic message center sign, then no more than 35 percent of the total display area may be used for sponsor panels; and

b. If the entire display area is an electronic message center sign, then no more than 35 percent of each half-hour period during which messages are displayed may be used for the display of products, services and companies located within a major sports complex or having a promotional relationship for events occurring within a major sports complex (provided, however, at any time, permitted major site identity signs may depict any or all of the following: the theme of a major sports complex, the name of a main facility, the name of a parking area, the name of a location within a major sports complex, an event to occur at a main facility, one or more professional or amateur sports teams that play at a main facility and the location of Arlington, Texas).

9. The combined area of each major site identity sign shall be measured by summing the entire area of all sides of the sign. For spherical, free form, sculptural and other non-planar signs, the sign area shall be the sum of the areas using only the four vertical sides of the smallest hexahedron that will encompass the sign.

7.16.9. ROOF SIGNS

A. Permissible Location

1. On-Site – Yes

2. Off-Site – No

B. Maximum area: 6,500 square feet.

C. Maximum height: 60 feet above the roof of the building to which it is attached.

D. Lighting: Internal or external

E. Permitted in right-of-way: n/a

F. Time limit: None

G. Special Conditions

1. Up to a total of six roof signs per main facility may be attached to any structure within a major sports complex. Signs that are either exempt under Section 7.16.1.C, *Exemptions*, or regulated under Section 7.16.14, *Major League Baseball Main Facility Signs*, shall not be included in the six signs authorized above.

2. Each roof sign shall not extend more than 18 inches beyond the front of any elevation of the building to which it is attached.

3. Roof signs located within 660 feet of the right-of-way of a controlled access freeway are permissible, provided such signs are: (a) not oriented toward a controlled access freeway, and (b) either not visible from or only incidentally visible from the main travel lanes of a controlled access freeway.

4. Each roof sign may contain multiple display areas on multiple sides or all sides.

5. Electronic message center signs and reader boards shall be permitted on roof signs.

6. The combined area of each roof sign shall be measured by summing the entire area of all sides of the sign. For spherical, free form, sculptural and other non-planar signs, the sign area shall be the sum of the areas using only the four vertical sides of the smallest hexahedron that will encompass the sign.

7. Roof murals that are not visible from the ground shall be permitted without area limitation, as roof signs.

8. Sponsor panels for products, services and companies located within a major sports complex and products, services and companies having a promotional relationship with teams at a main facility or events (including pre-event and post-event entertainment) occurring within a major sports complex (including, but not limited to, naming rights holders, multiple event sponsors and individual event sponsors) shall be permitted on roof signs, and may be located on any portion or all of each roof sign. A sponsor panel must be removed if the sponsor product, service, or company ceases to be located within the major sports complex and/or all applicable promotional relationships (with respect to such sponsor panel) with teams at a main facility or events occurring within the major sports complex end.

7.16.10. ARCADE SIGNS

A. Permissible Location

1. On-Site – Yes

2. Off-Site – No

B. Maximum area: 60 square feet.

C. Maximum height: Three feet.

D. Maximum width: 20 feet.

E. Minimum vertical clearance: Eight feet from the floor to the bottom of sign.

F. Lighting: Internal or external

G. Permitted in right-of-way: n/a

H. Time Limit: None

I. Special Conditions

1. Arcade signs shall be (a) either suspended from the ceiling of or projected from a wall of a roofed-passageway that has retail uses on at least one side and (b) located completely within the outside limits of the structural surfaces that delineate such passageway.

2. One arcade sign shall be permitted for each entrance.

3. Electronic message center signs and reader boards shall be permitted on arcade signs.

4. Each arcade sign shall not have more than two parallel display sides. The area of an arcade sign shall be calculated using the area of the largest display side.

5. Sponsor panels for products, services and companies located within a major sports complex and products, services and companies having a promotional relationship with teams at a main facility or events (including pre-event and post-event entertainment) occurring within a major sports complex (including, but not limited to, naming rights holders, multiple event sponsors and individual event sponsors) shall be permitted on arcade signs, and may be located on any portion or all of each arcade sign. A sponsor panel must be removed if the sponsor product, service, or company ceases to be located within the major sports complex and/or all applicable promotional relationships (with respect to such sponsor panel) with teams at a main facility or events occurring within the major sports complex end.

7.16.11. AIR BALLOONS

A. Permissible Location

1. On-Site – Yes

2. Off-Site – No

B. Maximum area: None

C. Maximum height of balloon : 100 feet

D. Lighting: Internal or external

E. Spacing: 50 feet

F. Permitted in right-of-way: Only during permitted parade.

G. Time limit: Sixty consecutive days for each special event.

H. Special Conditions

1. Thirty feet of clearance shall be maintained from all power lines to balloons. This applies to all balloons over three cubic feet, whether cold air or not.

2. Cold and hot air balloons may be used to announce any of the following:

a. Products, services, and companies located within a major sports complex;

b. Events (including pre-event and post-event entertainment) within a major sports complex; or

c. Any product, service, or company having a promotional relationship for such events (including, but not limited to, naming rights holders, multiple event sponsors, and individual event sponsors). Hot air balloons may display off-premise advertising.

7.16.12. TEMPORARY SPECIAL EVENTS BANNERS

A. Permissible Location

1. On-Site – Yes

2. Off-Site – No

B. Maximum area: None

C. Maximum height: None

D. Lighting: External

E. Spacing: No limits

F. Permitted in right-of-way: Yes, in accordance with a right-of-way use agreement approved by the City Manager and City Attorney.

G. Time limit: Sixty consecutive days for each special event.

H. Special Conditions

1. Within a major sports complex, no limit in number applies.

2. Banners shall only be used to announce any of the following:

a. Events (including pre-event and post-event entertainment) held at a major sports complex;

b. Products, services, and companies located within a major sports complex; or

c. Products, services, and companies having a promotional relationship with teams at a main facility or events occurring within a major sports complex (including, but not limited to, naming rights holders, multiple event sponsors, and individual event sponsors).

3. Torn or weathered banners shall not be permitted.

7.16.13. TEMPORARY VIDEO SCREENS

A. Permissible Location

1. On-Site – Yes

2. Off-Site – No

B. Maximum area: 3,500 square feet.

C. Maximum height: None

D. Lighting: Internal or external

E. Spacing: No limit

F. Permitted in right-of-way: No.

G. Time limit: Sixty consecutive days for each special event.

H. Special Conditions

a. Temporary video screen units meeting the requirements of this subsection are allowed at a major sports complex.

b. Sponsor panels and off-premise advertising are allowed on temporary video screens. Sponsor panels and off-premise advertising may be located on any portion or all of a temporary video screen and shall not be required to be part of a temporary video screen.

c. Temporary video screens shall not be oriented toward any publicly dedicated street and may only incidentally be visible from any publicly dedicated street.

7.16.14. MAJOR LEAGUE BASEBALL MAIN FACILITY SIGNS

A. Applicability.
Any sign that is:

1. Attached to the exterior (not including any field side) of a main facility designed to

a. Seat at least 40,000 spectators but less than 70,000 spectators, and

b. House major league baseball games, and

2. Visible from a public street or adjacent property shall be permitted based on this Section 7.16.14.

B. Decorative Flags And Pole Banners

1. Permissible location: on poles attached to and extending from the building roof or face.

2. Maximum area: 90 square feet per side.

3. Maximum height: decorative flags 25 feet from base of roof; pole banners 60 feet above grade.

4. Maximum number: no limit in number applies to decorative flags; a total of 30 pole banners shall be permitted, as follows: two at each corner entrance (i.e., Home Plate, First Base and Third Base) and six per side of the main facility.

5. No more than one flag or banner per pole shall be permitted.

6. Torn or severely weathered flags and banners shall not be permitted.

7. Sponsor panels displaying the name and logo of any and all of the following may be located on any portion or all of each decorative flag and pole banner:

a. Products, services and companies located within a major sports complex;

b. Teams at the main facility and events (including pre-event and post-event entertainment) within a major sports complex; and

c. Any product, service, or company having a promotional relationship for such teams or events (including, but not limited to, naming rights holders, multiple event sponsors and individual event sponsors).

C. Archway Banners

1. Permissible location: attached to the inside of an open archway.

2. Maximum area: 750 square feet

3. Maximum height: top of open archway.

4. Maximum number: a total of 27 shall be permitted, as follows: one per corner ticketed entrance and six per side of the main facility.

5. Torn or severely weathered banners shall not be permitted.

6. Sponsor panels displaying the name and logo of any and all of the following may be located on any portion or all of each archway banner:

a. Products, services and companies located within a major sports complex;

b. Teams at the main facility and events (including pre-event and post-event entertainment) within a major sports complex; and

c. Any product, service, or company having a promotional relationship for such teams or events (including, but not limited to, naming rights holders, multiple event sponsors, and individual event sponsors).

D. Primary Entrance Signs

1. Permissible location: attached parallel to the building face and above a primary building entrance.

2. Maximum area: 150 square feet per side.

3. Maximum height: 80 feet above grade.

4. Maximum number: a total of seven shall be permitted, with no more than one per primary building entrance.

5. Sponsor panels displaying the name and logo of any and all of the following may be located on any portion or all of each primary entrance sign:

a. Products, services, and companies located within a major sports complex;

b. Teams at the main facility and events (including pre-event and post-event entertainment) within a major sports complex; and

c. Any product, service, or company having a promotional relationship for such teams or events (including, but not limited to, naming rights holders, multiple event sponsors, and individual event sponsors).

E. Secondary Entrance Signs

1. Permissible location: attached perpendicular to the building face and adjacent to a secondary building entrance.

2. Maximum area: 20 square feet per side.

3. Maximum height: 10 feet above grade.

4. Maximum number: a total of 24 shall be permitted, with no more than six per side of the main facility.

5. Sponsor panels displaying the name and logo of any and all of the following may be located on any portion or all of each secondary entrance sign:

a. Products, services, and companies located within a major sports complex;

b. Teams at the main facility and events (including pre-event and post-event entertainment) within a major sports complex; and

c. Any product, service, or company having a promotional relationship for such teams or events (including, but not limited to, naming rights holders, multiple event sponsors, and individual event sponsors).

F. Roof Signs

1. Permissible location: at or above the roofline.

2. Maximum area: 6,500 square feet

3. Maximum height: 30 feet above the roof of the main facility.

4. Maximum Number: four total, with no more than one per side of the main facility.

5. Electronic message center signs and reader boards shall not be permitted.

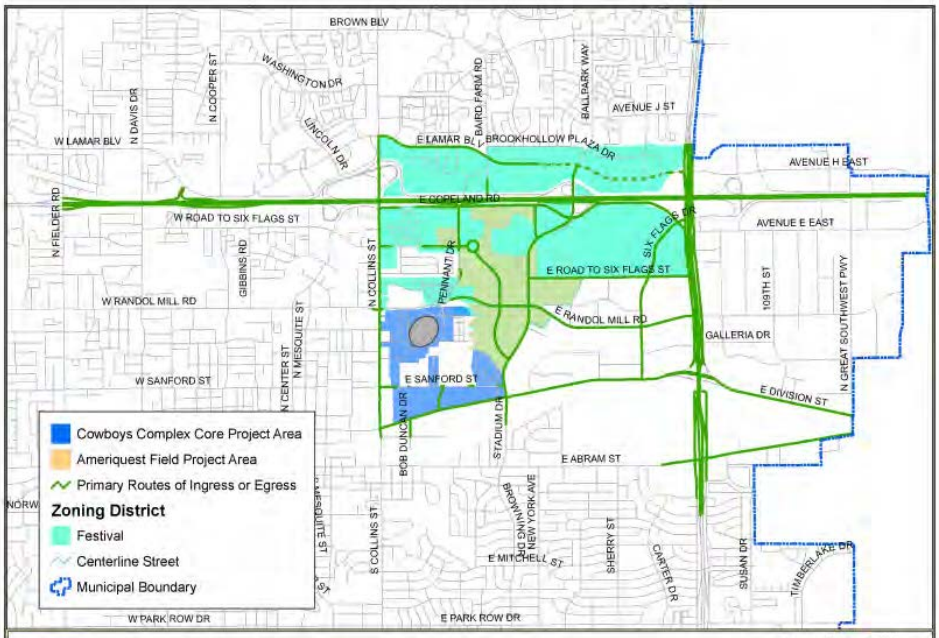
6. Roof murals that are not visible from the ground shall be permitted without area limitation, as roof signs.

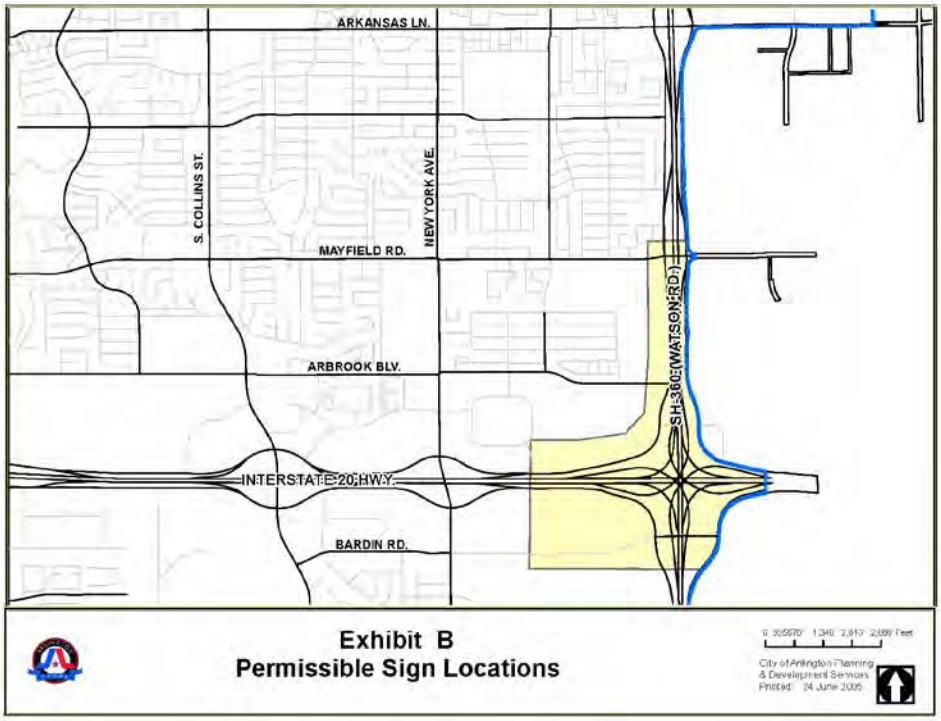
7. Sponsor panels displaying the name and logo of any and all of the following may be located on any portion or all of each roof sign:

a. The name of the main facility,

b. The name of a naming rights holder, and

c. The logo of a naming rights holder.





ARTICLE 8. ENFORCEMENT AND PENALTIES

8.1. PURPOSE

This article establishes procedures through which the City seeks to ensure compliance with the provisions of this Code and obtain corrections for violations. It also sets forth the remedies and penalties that apply to violations of this Code.

8.2. VIOLATIONS

Any of the following shall be a violation of this Code and shall be subject to the remedies and penalties provided for in this Code.

8.2.1. ESTABLISH USE, STRUCTURE, OR SIGN WITHOUT PERMIT OR APPROVAL

To establish or place any use, structure, or sign upon land that is subject to this Code without all of the approvals required by this Code.

8.2.2. DEVELOPMENT OR SUBDIVISION WITHOUT PERMIT OR APPROVAL

To engage in any subdividing, development, construction, remodeling, or other activity of any nature upon land that is subject to this Code without all of the approvals required by this Code.

8.2.3. DEVELOPMENT, SUBDIVISION, USE, OR SIGN INCONSISTENT WITH PERMIT

To engage in any development, use, construction, remodeling, or other activity of any nature in any way inconsistent with the terms and conditions of any permit, approval, certificate, or other form of authorization required in order to engage in such activity.

8.2.4. DEVELOPMENT, SUBDIVISION, USE, OR SIGN INCONSISTENT WITH CONDITIONS OF APPROVAL

To violate, by act or omission, any term, condition, or qualification placed by a decision-making body upon any permit or other form of authorization.

8.2.5. DEVELOPMENT, SUBDIVISION, OR SIGN INCONSISTENT WITH THIS CODE

To erect, construct, reconstruct, remodel, alter, maintain, move, or use any building, structure, or sign, or to engage in development or subdivision of any land in violation of any zoning, subdivision, sign, or other regulation of this Code.

8.2.6. MAKING LOTS OR SETBACKS NONCONFORMING

To reduce or diminish any lot area so that the lot size, setbacks, or open spaces shall be smaller than prescribed by this Code.

8.2.7. INCREASING INTENSITY OR DENSITY OF USE

To increase the intensity or density of use of any land or structure, except in accordance with the procedural requirements and substantive standards of this Code.

8.2.8. REMOVING OR DEFACING REQUIRED NOTICE

To remove, deface, obscure, or otherwise interfere with any notice required by this Code.

8.2.9. FAILURE TO REMOVE SIGNS

To fail to remove any sign installed, created, erected, or maintained in violation of this Code or for which the sign permit has lapsed.

8.3. RESPONSIBLE PERSONS

Any person who violates this Code shall be subject to the remedies and penalties set forth in this article.

8.4. RESPONSIBILITY FOR ENFORCEMENT

The Zoning Administrator shall have primary responsibility for enforcing all provisions of this Code. Other officers of the City, as designated by the Zoning Administrator, shall share responsibility for enforcing provisions of this Code.

8.5. ENFORCEMENT PROCEDURES

8.5.1. REMEDIES AND ENFORCEMENT POWERS

The City shall have the following remedies and enforcement powers.

8.5.2. WITHHOLD PERMIT

A. The City may deny or withhold all permits, certificates, or other forms of authorization on any land or structure or improvements upon a determination that there is an uncorrected violation of a provision of this Code or of a condition or qualification of a permit, certificate, approval, or other authorization previously granted by the City. This enforcement provision shall apply regardless of whether the current owner or applicant is responsible for the violation in question.

B. The City may deny or withhold all permits, certificates, or other forms of authorization on any land, structure, or improvements owned or being developed by a person who owns, developed, or otherwise caused an uncorrected violation of a provision of this Code or of a condition or qualification of a permit, certificate, approval, or other authorization previously granted by the City. This provision shall apply regardless of whether the property for which the permit or other approval is sought is the property in violation.

8.5.3. PERMITS APPROVED WITH CONDITIONS

Instead of withholding or denying a permit or other authorization, the City may grant such authorization subject to the condition that the violation be corrected.

8.5.4. REVOKE PERMITS

Any development permit or other form of authorization required under this Code may be revoked pursuant to Section 8.5.2.

8.5.5. STOP WORK

With or without revoking permits, the City may stop work on any building or structure on any land on which there is an uncorrected violation of a provision of this Code or of a permit or other form of authorization issued hereunder, in accordance with its power to stop work under its building codes.

8.5.6. INJUNCTIVE RELIEF

The City may seek an injunction or other equitable relief in court to stop any violation of this Code or of a permit, certificate, or other form of authorization granted hereunder.

8.5.7. ABATEMENT

The City may seek a court order in the nature of mandamus, abatement, injunction, or other action or proceeding to abate or remove a violation or otherwise to restore the premises in question to the condition in which they existed prior to the violation.

8.5.8. CIVIL ACTION AND ADMINISTRATIVE ADJUDICATION

The City may enforce the provisions of this Code through civil action through:

A. Civil action, as provided by state law; and

B. Administrative adjudication under Municipal Court Chapter, Article IX, as amended, and Texas Local Government Code Chapter 54, Subchapter C, as amended.

8.5.9. WITHHOLD PUBLIC SERVICES

The City may withhold any public services until all rules, regulations, and requirements of the subdivision regulations have been met.

8.5.10. OTHER REMEDIES

The City shall have such other remedies as are and as may be from time-to-time provided by law for the violation of zoning, subdivision, sign, or related Code provisions.

8.5.11. OTHER POWERS

In addition to the enforcement powers specified in this article, the City may exercise any and all enforcement powers granted by law.

8.5.12. CONTINUATION

Nothing in this Code shall prohibit the continuation of previous enforcement actions undertaken by the City pursuant to previous and valid ordinances and laws.

8.6. REMEDIES CUMULATIVE

The remedies and enforcement powers established in this article shall be cumulative and the City may exercise them in any order or combination at any time.

8.7. PENALTY FOR VIOLATION

Any person or corporation who shall violate any of the provisions of this Code or fail to comply with any of the requirements thereof, or who shall build or alter any building or use in violation of any detailed

statement or plan submitted and approved hereunder shall be guilty of a misdemeanor punishable under this section.

The owner or owners or tenant of any building or premises or part thereof, where anything in violation of this Code shall be placed or shall exist, and any architect, builder, contractor, agent, person, or corporation employed in connection therewith and who may have assisted in the commission of any such violation shall be guilty of a separate offense punishable under this section.

A person who violates any provision of this Chapter by performing an act prohibited or by failing to perform an act required is guilty of a misdemeanor. Each day on which a violation exists or continues to exist shall be a separate offense.

If the definition of an offense under this Chapter does not prescribe a culpable mental state, then a culpable mental state is not required. Such offense shall be punishable by a fine not to exceed Five Hundred Dollars and No Cents ($500.00). Although not required, if a culpable mental state is in fact alleged in the charge of the offense and the offense governs fire safety, zoning, or public health and sanitation, including dumping of refuse, such offense shall be punishable by a fine not to exceed Two Thousand Dollars and No Cents ($2,000.00).

If the definition of an offense under this Chapter prescribes a culpable mental state and the offense governs fire safety, zoning, or public health and sanitation, including dumping of refuse, then a culpable mental state is required and the offense shall be punishable by a fine not to exceed Two Thousand Dollars and No Cents ($2,000.00).

ARTICLE 9. REVIEW AUTHORITIES

9.1. PURPOSE AND ORGANIZATION OF THIS ARTICLE

This chapter describes the organization and roles of review bodies under this Code.

9.2. CITY COUNCIL

9.2.1. POWERS AND DUTIES

In addition to any authority granted to the City Council by state law, City Charter, or other City ordinances, the City Council may:

A. Adopt, make modifications to, and implement the comprehensive plan and supporting studies;

B. Amend, supplement, or change the regulations established in this Code;

C. Amend, supplement, or change the zoning district boundaries;

D. Establish fees for processing development applications, zoning verification letters, zoning maps, or other applications required by Article 10, *Review Procedures*;

E. Grant, deny, or impose conditions for, a Specific Use Permit consistent with the purposes stated in Section 10.4.6, *Specific Use Permits*;

F. Take final action on certain plats as set forth in Article 10, *Review Procedures*, of this Code; and

G. Appoint and remove members of the Planning and Zoning Commission, Zoning Board of Adjustment, and Landmark Preservation Commission.

9.3. PLANNING AND ZONING COMMISSION

9.3.1. POWERS AND DUTIES

In addition to any authority granted to the Planning and Zoning Commission by state law or other ordinances of the City, the Planning and Zoning Commission may:

A. Make recommendations to the City Council about adoption, modification, and implementation of the comprehensive plan and supporting studies;

B. Make recommendations to the City Council concerning amendments to this Code and the creation or modification of zoning districts;

C. Make recommendations to the City Council concerning the rezoning of land and approval of certain applications specified in this Code;

D. Perform the functions, mandated under state impact fee enabling legislation, as the City's designated Capital Improvements Program Advisory Committee;

E. Make recommendations to the City Council about adopting or amending the Comprehensive Plan, sector plans, neighborhood plans, and the Thoroughfare Development Plan;

F. Act as and carry out the duties of the Airport Zoning Commission, as authorized under Chapter 241 of the Texas Local Government Code, about matters related to airport land use compatibility zoning, establishment of zone boundaries, and regulations governing these zones for areas surrounding the Arlington Municipal Airport;

G. Gather information and make recommendations to the City Council and cooperate with the Landmark Preservation Commission and similar organizations about historic and landmark preservation in the City, specifically including, but not necessarily limited to, matters arising out of, or related to the Landmark Preservation overlay district;

H. Make recommendations to City Council about the annexation of land into the corporate limits of the city;

I. Gather information and make recommendations to the City Council and cooperate with the Park Board and similar organizations about recreation areas, the development and improvement of parks and boulevards, the extension and opening of streets and other public rights-of-way, and the general City plans and improvements;

J. Consider and report to the City Council about new public ways, lands, buildings, bridges, extensions, or street openings and their relation to the comprehensive plan;

K. Act as an advisory board to the City Council relating to public utilities, controlling and regulating traffic upon the City's public streets, and other matters relating to civic improvements that are beneficial and in the City's best interests; and

L. Conduct related business and make other recommendations on matters that are specifically requested, assigned, or required by the City Council or Zoning Administrator.

9.3.2. MEMBERSHIP, APPOINTMENT, AND TERM OF OFFICE

A. Membership

The Planning and Zoning Commission shall consist of nine members. Each member shall reside in the city of Arlington, Texas, and shall have qualifications as determined by the City Council. Because the Planning and Zoning Commission also functions as the Capital Improvements Program Advisory Committee, at least one member must represent the real estate, development, or building industry who is not an employee or official of a political subdivision or governmental entity. All members shall serve without pay and until their successor is duly appointed and qualified.

B. Appointment and Term of Office

The City Council shall appoint the Planning and Zoning Commission in accordance with the City of Arlington Boards and Commissions Policy Statement. Each of the nine seats for the Planning and Zoning Commission shall be assigned a Place number ranging from one to nine. Members shall serve at the will and pleasure of the City Council. A person is eligible to serve up to three consecutive two-year terms.

C. Officers

The members of the Planning and Zoning Commission shall organize and elect their own officers, except the Presiding Officer who serves at the pleasure of the City Council.

D. Vacancies

The City Council shall fill any vacancies for the unexpired term. The appointment procedure for vacancies is the same as for an original appointment (see Subsection B, above).

9.3.3. MEETINGS, HEARINGS, AND PROCEDURES

A. General

1. All meetings and hearings of the Planning and Zoning Commission are subject to state laws governing open meetings.

2. All meetings and hearings of the Planning and Zoning Commission shall be conducted in accordance with the procedures set forth in these regulations and rules of procedure described in Subsection B.1, below.

3. Any action calling for a formal vote shall take place only at a public meeting.

4. Executive sessions shall not be open to the public and shall be conducted in accordance with the procedures consistent with the statutes of the State of Texas.

B. Rules of Procedure

1. The Planning and Zoning Commission may adopt its own rules of procedure consistent with Texas law and City ordinances. However, when the Planning and Zoning Commission sits as the Capital Improvements Program Advisory Committee, its rules and procedures are established by the City Council.

2. The Planning and Zoning Commission shall keep a written record of all of its proceedings.

3. The Zoning Administrator shall have the duty of care, custody, and control of all records of the Planning and Zoning Commission.

C. Regular and Special Meetings

The Planning and Zoning Commission shall hold regular meetings and shall designate the time and place of the meetings. The Planning and Zoning Commission may hold special meetings as provided in its rules of procedure.

D. Voting

Approval of all matters and motions before the Planning and Zoning Commission shall require the affirmative vote of a majority of all members of the Planning and Zoning Commission present and voting, unless otherwise provided by law or the adopted rules of procedure.

E. Expenses

Whenever deemed necessary by the Planning and Zoning Commission to incur any expenses in the performance of its duties, an estimate of the proposed expenses shall be submitted to the Community Development and Planning Department who

must obtain approval from the Deputy City Manager. No debts of any kind or character shall be made or incurred by the Planning and Zoning Commission or its agents until the expenditures are specifically authorized in writing by the Deputy City Manager.

F. Quorum

Five members of the Planning and Zoning Commission constitute a quorum for the transaction of business.

9.4. ZONING BOARD OF ADJUSTMENT

9.4.1. POWERS AND DUTIES

The Zoning Board of Adjustment has the powers assigned in Texas Local Government Code §211.009 and in Section 10.4.7, *Zoning Variances and Appeals* of this Code.

9.4.2. MEMBERSHIP, APPOINTMENT, AND TERM OF OFFICE

A. Membership

The Zoning Board of Adjustment consists of nine members and four alternate members.

B. Appointment and Term of Office

The Mayor and each City Council member shall appoint a member, in accordance with the City of Arlington Boards and Commissions Policy Statement. The Mayor and City Council shall appoint alternate members to serve in the absence of one or more regular members. Each of the nine seats for the Zoning Board of Adjustment is assigned a Place number ranging from one to nine. Members are removable for cause by majority vote of the City Council upon written charges and after public hearing. The terms of office for the membership are two years, not to exceed three full terms.

C. Officers

The members of the Zoning Board of Adjustment shall organize and elect their own officers, except the Presiding Officer who serves at the pleasure of the City Council.

D. Vacancies

Vacancies shall be filled with a suitable person to serve out the unexpired term of any member whose place on the Board has become vacant for any cause. The appointment procedure for vacancies is the same as for an original appointment (see Subsection B, above).

9.4.3. MEETINGS, HEARINGS, AND PROCEDURES

A. General

All meetings, hearings and procedures of the Board are subject to Texas Local Government Code Chapter 211, the Board's rules of procedure, and this section.

B. Rules Of Procedure

The Board may adopt rules governing its proceedings, not inconsistent with this section.

9.5. LANDMARK PRESERVATION COMMISSION

9.5.1. POWERS AND DUTIES

In addition to any authority granted to the Landmark Preservation Commission by state law or other ordinances of the City, the Landmark Preservation Commission may:

A. Thoroughly familiarize itself with buildings, structures, sites, districts, areas, places, and lands within the city that are eligible for landmark status.

B. Make recommendations to the Planning and Zoning Commission and City Council relating to whether certain buildings, structures, sites, districts, areas, places, and lands should be designated as landmarks through Landmark Preservation Overlay zoning district. Actions taken or recommendations made by the Landmark Preservation Commission that are subject to review by the Planning and Zoning Commission or the City Council are not binding on those bodies, and the reviewing body may decide a matter contrary to recommendations or actions of the Landmark Preservation Commission.

C. Oversee the creation, maintenance, and periodic updates of an Historic Resources Survey within the city of Arlington, as follows:

1. The Historic Resources Survey shall identify and catalog:

a. resources that are listed on the National Register of Historic Places;

b. Resources that are granted landmark status by the Texas Historical Commission or the City of Arlington; or

c. Resources that otherwise qualify as eligible property under criteria for inclusion on the National Register of Historic Places, designation as a Texas Historic Landmark or State Archeological Landmark, or designation under the City's Landmark Preservation Overlay zoning district.

2. The Historic Resources Survey shall include a factual verification of the significance of the structures, land, areas, and districts of historical, architectural, archeological, or cultural value.

3. The Landmark Preservation Commission shall forward the Historic Resources Survey to the City Council for its adoption.

D. Review and after public hearing either approve or deny requests for Certificates of Appropriateness and Certificates of Demolition for buildings, structures, and sites located in the Landmark Preservation Overlay zoning district.

E. Issue an annual report to the City Council about the status of landmark and historic preservation efforts in the city and any related issues.

F. Formulate plans and programs for public or private action to encourage and promote preservation of landmarks within the city Arlington.

G. Research and recommend sources of funds for preservation and restoration activities and acquisitions, including federal, state, private, and foundation sources.

H. Provide information and counseling to owners of landmarks.

I. Recommend changes in use where conditions exist under which the required preservation of a historic landmark would cause undue hardship to the property owner.

J. Recommend the removal of Landmark or Landmark Preservation Overlay designation.

K. Undertake other activities that are necessary to further the interests of historic preservation within the city and that do not conflict with the interest or laws of the City or State of Texas.

L. Review permits for the demolition or relocation of a building or structure, including issuance of a temporary stay on demolition permits as appropriate, as provided by Section 4.16 of the "Construction" Chapter of the Code of the City of Arlington.

9.5.2. MEMBERSHIP, APPOINTMENT, AND TERM OF OFFICE

A. Membership

The Landmark Preservation Commission is composed of nine members. All members shall reside in the city of Arlington, Texas, and shall have qualifications as determined by the City Council. Membership shall be apportioned according to the following fields of expertise or specialized knowledge:

1. Two members shall represent any combination of the following fields or professions:

a. Architecture;

b. Banking, finance, or economics;

c. Law;

d. Real estate; or

e. Urban planning.

2. Three members shall have historic preservation experience in restoring older homes/buildings, writing historic marker applications, or participating as members of an Arlington historical or preservation group, society, or association.

3. Four members shall be citizens at large.

If the City Council cannot timely fill a membership with a particular field of expertise or specialized knowledge identified in Subsections 1 or 2, it may appoint citizens at large to fill these positions.

B. Appointment and Term of Office

The Mayor and each City Council member shall nominate a member with confirmation by majority vote of the City Council in accordance with the City of Arlington Boards and Commissions Policy Statement. Each of the nine seats for the Landmark Preservation Commission is assigned a Place number ranging from one to nine. The regular terms of office for the membership shall be two years, not to exceed three full terms.

C. Officers

The members of the Landmark Preservation Commission shall organize and elect their own officers, except the Presiding Officer who serves at the pleasure of the City Council.

D. Removal

The City Council may, by majority vote, remove any member of the Landmark Preservation Commission if it appears that their removal is in the best interests of the City, as determined by the City Council.

E. Vacancies

Vacancies occurring for any reason shall be filled by the City Council for the unexpired term. The appointment procedure for vacancies is the same as for an original appointment (see Subsection B, above).

9.5.3. MEETINGS, HEARINGS, AND PROCEDURES

A. General

All meetings and hearings of the Landmark Preservation Commission shall follow state laws governing open meetings. All meetings and hearings shall be conducted in accordance with the procedures set forth in these regulations and rules of procedure adopted by the Landmark Preservation Commission. Any action calling for a formal vote shall take place only at a public meeting. Executive sessions shall not be open to the public, and shall be conducted in accordance with the procedures that are consistent with the statutes of the State of Texas.

B. Rules of Procedure

The Landmark Preservation Commission has the power to adopt its own rules of procedure that are consistent with state law and City ordinances. The Landmark Preservation Commission shall keep a written record of all of its proceedings. The Historic Preservation Officer of the City of Arlington shall serve as Secretary for the Landmark Preservation Commission and is responsible for taking minutes of the Landmark Preservation Commission's proceedings. The Historic Preservation Officer has the duty of care, custody, and control of all records of the Landmark Preservation Commission.

C. Regular and Special Meetings

The Landmark Preservation Commission shall hold meetings regularly at least once in each month within the corporate limits of the city, and shall designate the time and place of the meetings. The Landmark Preservation Commission may hold special meetings as necessary, with all rules for regular meetings applicable. The Landmark Preservation Commission Presiding Officer or the Historic Preservation Officer may call such special meetings.

D. Voting

Approval of all matters and motions before the Landmark Preservation Commission requires the affirmative vote of a majority of all members of the Landmark Preservation Commission present and voting, unless otherwise provided by law or the adopted rules of procedure.

E. Expenses

If the Landmark Preservation Commission proposes to incur any expenses in the performance of duties assigned to it, it shall submit an estimate of the proposed expenses to the Community Development and Planning Department. Expenses must be approved by the Deputy City Manager. No debts of any kind or character shall be made or incurred by the Landmark Preservation Commission, or anyone acting for the Landmark Preservation Commission, until the expenditures are specifically authorized in writing by the Deputy City Manager.

F. Quorum

Five members of the Landmark Preservation Commission is a quorum for the transaction of business.

9.6. ZONING ADMINISTRATOR | COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

9.6.1. POWERS AND DUTIES

A. The Zoning Administrator shall maintain and have the duty of care, custody, and control of the records of the Planning and Zoning Commission and the Zoning Board of Adjustment.

B. The Zoning Administrator shall attend meetings and make recommendations on all matters pertaining to planning, zoning, and land development.

C. The Zoning Administrator shall approve minor changes to approvals or PD development plans where indicated in Article 10, *Review Procedures*.

D. The Zoning Administrator may determine whether an application substantially complies with this Code or conditions of approval, where authorized by Article 10, *Review Procedures*.

E. The Zoning Administrator shall interpret this Code and the Official Zoning Map, unless the authority to interpret a particular provision of this Code is assigned to another agency. All interpretations by the Zoning Administrator are subject to appeal to the Zoning Board of Adjustment.

F. The Zoning Administrator may approve certain requests for alternative equivalent compliance where provided in Article 10, *Review Procedures* and this Code.

G. The Zoning Administrator may approve certain categories of subdivision plats where provided in Article 10, *Review Procedures*.

H. The Zoning Administrator may approve the use of a lot for off-street parking of vehicles as provided in Article 5, *Design and Development Standards*.

9.6.2. DELEGATION

The Zoning Administrator may assign its duties to staff within its department or other departments. Any reference to the Zoning Administrator in this Code includes any designee of the Zoning Administrator.

9.7. BUILDING OFFICIAL

9.7.1. POWERS AND DUTIES

The Building Official shall grant certificates of occupancy in accordance with the Building Code, this Code, and all other applicable development regulations of the City of Arlington.

9.8. CONFLICT OF INTEREST

The "Administration" Chapter of the Code of the City of Arlington, Article 12, *Code of Ethics*, prohibits a City official from participating in a vote or decision on any zoning matter that appears before the body of which the City official is a member if the City official has a substantial interest in any real property within 200 feet of the property that is subject to the zoning request. See the *Code of Ethics* for additional ethical policies.

ARTICLE 10. REVIEW PROCEDURES

10.1. PURPOSE AND ORGANIZATION OF THIS ARTICLE

The purpose of this article is to:

10.1.1. Describe the procedures for filing and processing applications for development activity in the city of Arlington and its extraterritorial jurisdiction;

10.1.2. Provide a format that allows applicants to quickly and efficiently ascertain the various steps involved in obtaining development approval, including initiation and filing of an application, completeness review, review for compliance with substantive standards, and hearings; and

10.1.3. Describe the authority and responsibilities of the various boards, commissions, and departments that are involved in the land development process.

10.2. TABLE OF PROCEDURES

Table 10.2-1, Summary Table of Review Procedures, summarizes the common procedural steps described in Section 10.3, *General Procedures,* that are established by this article. Provisions specific to each type of land development application are found in Section10.4, *Specific Review Procedures*.

Table 10.2-1: Summary Table of Review Procedures
✓ = required; R = recommendation; H = public hearing required; D = decision; A = appeal; L = Legislative Hearing; QJ = Quasi-Judicial Hearing

Procedure	Pre-Application Meeting	Legislative (L) or Quasi-Judicial (QJ) Hearing	Zoning Administrator	Landmark Preservation Commission	Zoning Board of Adjustment	Planning and Zoning Commission	City Council	Code Reference
Zoning Procedures								
Unified Development Code Text Amendments		L	R			R-H	D-H	10.4.1
Zoning Map Amendments		L	R			R-H	D-H	10.4.2
Planned Developments	✓	L	R			R-H	D-H	10.4.3
Zoning Site Plans			D		A			10.4.4
Multi-family Development Plans		L	R			R-H	D-H	10.5.5
Specific Use Permits		L	R			R-H	D-H	10.4.6
Zoning Variances and Appeals		QJ	R		D-H			10.4.7
Landmark Preservation Procedures								
Overlay District Designation	✓	L	R	R-H		R-H	D-H	10.4.8
Certificate of Appropriateness	✓		R	D-H			A	10.4.9
Certificate of Demolition or Relocation	✓		R	D-H			A	10.4.10
Subdivision Procedures								
Conveyance Plats			D			A		10.4.12
Preliminary Plats	✓		R			D	A	10.4.13
Final Plats			D			A		10.4.14
Combination Plats			R			D	A	10.4.15
Minor Plats			D			A		10.4.16
Replats			R			D-H	A	10.4.17
Amending Plats			D			A		10.4.18
Vacation of Plats		QJ	R			D-H	A	10.4.19
Linear Park Platting			D			A		10.4.20
Other Procedures								
Converting Private Streets to Public Streets			R				D	10.4.21
Alternative Equivalent Compliance	✓		D			R-H	D-H	10.4.22

10.3. GENERAL PROCEDURES

10.3.1. APPLICABILITY

This section describes the procedural elements common to all applications. Additional procedures that apply to specific applications are provided in Section 10.4, *Specific Review Procedures*. Generally, the procedures for all applications have five common elements:

A. Submitting a complete application, including required fee payments and appropriate information;

B. Review of the application by appropriate staff, agencies, and boards;

C. Action to approve, approve with conditions, or deny the application;

D. Appeals; and

E. A description of the actions authorized by the permit and the time period for exercising rights under the order or permit.

10.3.2. CONSISTENCY WITH STATE AND FEDERAL LAW

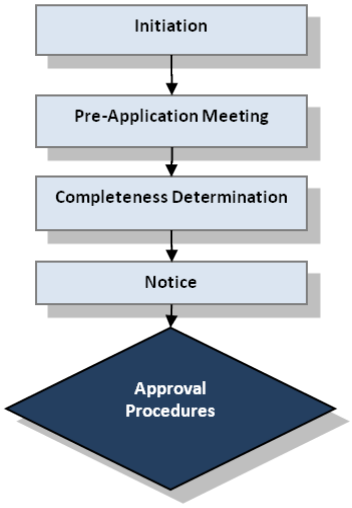
The notice, decision making authority, public hearing, and other requirements for all approvals shall comply with the Texas Local Government Code and other applicable state or federal laws, rules, or regulations. This article shall be interpreted and applied in accordance with all applicable state or federal laws, rules, and regulations. If these requirements conflict with the Local Government Code, the Local Government requirements control.

10.3.3. INITIATION

A. All applications in this article shall be submitted to the Community Development and Planning Department by the following parties, unless otherwise indicated by this article:

1. any owner of the property subject to the application, or

2. an agent, lessee, or contract purchaser specifically authorized by the owner to file the application.



B. The restrictions in Subsection A above do not apply to applications filed by the City.

C. All applications shall be accompanied by a reasonable fee as established by resolution of the City Council.

10.3.4. PRE-APPLICATION CONFERENCE

A. Purpose

The purpose of the pre-application meeting is to provide an opportunity for the applicant and the City to discuss the development proposal and to resolve potential issues before the applicant and the City incur substantial time and expense in submitting and reviewing the application.

B. Applicability

A pre-application meeting is required prior to certain types of applications, as listed in Table 10.2-1 and Section 10.4, *Specific Review Procedures*. Applications for these types of approvals shall not be accepted until after the pre-application meeting is completed.

C. Meeting Process

1. City staff shall coordinate with the applicant and facilitate the meeting, including scheduling the time and location of the meeting.

2. At the meeting, City staff may:

a. Determine the required application(s) and the timing of multiple application submittals (i.e., whether they may be processed concurrently or must be processed sequentially);

b. Provide the applicant with application materials and inform the applicant of submittal requirements and procedures;

c. Provide the applicant with an estimated time frame for the review process;

d. Based on a conceptual plan of the proposal (if required), generally discuss compliance with the Code's zoning, use, density, and design and development standards, and attempt to identify potentially significant issues regarding compliance;

e. Refer the applicant to other departments or agencies to discuss potential significant issues prior to application submittal; and

f. Consider or answer questions by the applicant relating to the application process, the standards established in this Code, required documents, fees, and any other inquiries relating to the application.

3. Applicants are advised that the meeting should take place prior to any substantial investment, such as a land acquisition for a proposed development, site and engineering design, or the preparation of other data.

10.3.5. COMPLETENESS DETERMINATION

A. Applicability

This section applies to any application that is subject to this article.

B. Application Materials

1. The Zoning Administrator may publish application materials for the processes established in this article. The materials shall include information that describes the application, demonstrates compliance with this Code, and addresses potential adverse effects created by the proposed development.

2. No application is complete unless all of the information required by Section 10.4, *Specific Review Procedures*, and any application materials required by the Community Development and Planning Department are included, and all required filing fees are paid. An application is not considered filed until it is complete. The Zoning Administrator may allow the applicant to submit any required information later in the review process in order to complete final action on the application.

3. The applicant shall file an application in advance of any required public hearing or public meeting where the application is considered. The Zoning Administrator may establish a schedule for filing and reviewing any application that requires action by the City Council, Planning and Zoning Commission, Zoning Board of Adjustment, Landmark Preservation Commission, Zoning Administrator, or Building Official. The schedule shall

provide adequate time for notice and/or publication consistent with the applicable state statutes and this article. Completed applications shall be filed according to any published schedule.

C. Review Procedure

1. No later than 10 business days after an application is filed, the Zoning Administrator shall determine whether the application is complete and shall transmit a written determination to the applicant. If the written determination is not made within this time period, the application is deemed complete. Failure to complete this review within the specified time does not constitute approval and does not give rise to any cause of action against the City.

2. If the application is determined not to be complete, the Zoning Administrator shall provide written notice to the applicant of the failure. The notice shall specify the necessary documents or other information and the date the application will expire if the documents or other information is not provided. The Zoning Administrator shall provide this notice no later than the 10th business day after the date the application is filed.

3. The application expires on or after the 45th day after the date the application is filed if:

a. the applicant fails to provide documents or other information required by Section 10.3.5.B above;

b. the Zoning Administrator provides the notice described in Subsection 2, above; and

c. the applicant fails to provide the specified documents or other information within the time provided in the notice.

4. If an application expires, the City will not process the application. The applicant must file a new application in order to obtain the requested approval.

5. If the application is determined to be incomplete, the applicant may appeal that decision in writing to the agency charged with authority to approve the application (the “approving agency”). The appeal is considered concurrent with action on approval or denial of the application. If the approving agency determines that the application is incomplete, it may determine that the application has expired, or it may delay final approval pending the submittal of complete information. If the approving agency determines that the application is complete, it may render a final decision on the application.

6. An applicant and the Zoning Administrator may mutually agree to an extension of any time limit provided by this section.

D. Notice Of Application Acceptance

When the Zoning Administrator determines that an application is filed in proper form and is ready to be formally accepted, it shall notify the applicant in writing. The application is then processed according to the remainder of this section, including referrals to outside agencies and scheduling for public hearing, as applicable.

E. Time Limits Triggered By Complete Application

Whenever this chapter establishes a time period for processing an application, the time period does not begin until the Zoning Administrator has reviewed the application for completeness and the applicant has corrected all deficiencies in the application.

F. Electronic Documents For Archive

Final plans or other documents that will be archived must be submitted in an electronic format specified by the Zoning Administrator as a condition to issuance of any type of permit, approval, or action related to final plans or documents. An electronic conversion may be provided for a fee in the amount set forth by City Council resolution. The Zoning Administrator shall provide a schedule indicating which documents must be provided electronically, at which point during the approval process, and other information as necessary to implement an electronic archiving program.

10.3.6. PUBLIC NOTICE

Unless otherwise specified, notice for public hearings shall be provided at least 16 days before the date of the hearing. Table 10.3-2 sets forth the specific notice requirements for each application.

A. Contents Of Notice

Notices, whether by publication or mail (written notice), shall, at a minimum:

1. Identify the application by application number or title.

2. Identify the address or location of the property subject to the application and the name of the applicant or the applicant's agent.

3. Specify the date, time, and place of the public hearing.

4. Describe the land involved by street address, or by legal description and the nearest cross street, and project area (size).

5. Describe the application or proposal.

6. Identify the location (e.g., the offices of the Community Development and Planning Department) where the public may view the application and related documents.

7. Include a statement that the public may appear at the public hearing or be heard and submit evidence and written comments with respect to the application.

8. Include a statement indicating the City will accept public comments prior to the public hearing, describing where written comments will be received, and stating that comments must be submitted prior to the close of the public hearing in order to be entered into the record.

B. Published Notice

When published notice is required, the Zoning Administrator shall prepare the content of the notice and publish the notice in an official newspaper or a newspaper

of general circulation in the city. The content and form of the published notice shall be consistent with Chapter 211, Texas Local Government Code.

C. Written (Mailed) Notice

1. Written notice is required if this Code requires a public hearing on the application.

2. When written notice is required, the Zoning Administrator shall prepare and mail the written notice.

3. Table 10.3-2 indicates when written notice is required.

4. The Zoning Administrator shall send the written notice to:

a. The owner of the property for which the approval is sought, and

b. Each owner, as indicated by the most recently approved municipal tax roll, of real property within 200 feet of the property, or 600 feet if the application includes a gas well, including streets, alleys, and other rights-of-way; and

c. Any other parties entitled to receive written notice by mail under state law.

5. The notice required by this subsection shall be postmarked no later than the required number of days prior to the hearing at which the item will be considered. See Table 10.3-2 for the required number of days for notice.

D. Posted Notice

1. General

a. The applicant must provide the notice required by this subsection, unless this Code or state law requires another form of notice.

b. If a public hearing is required, the required number of signs must be posted on the property that is subject to application or appeal.

c. The City shall post the notification sign as required by this section. The Zoning Administrator may authorize the applicant to post the sign(s).

2. Number of Signs Required

a. The following number of notification signs is required, unless the tract has frontage on more than one public right-of-way. A minimum of one sign per street frontage is required.

TABLE 10.3-1: Notification Signs

Size	Number of signs
Less than 15 acres	1
15 – 25 acres	2
More than 25 acres	3

b. The Zoning Administrator may authorize a fewer number of signs if additional signs do not significantly increase visible notice due to the configuration of the tract or its physical orientation to the public right-of-way.

c. No more than three notification signs are required to be posted on the property, regardless of its size.

3. Timing

a. The required number of notification signs shall be posted on the property at least 16 days before the date of the scheduled public hearing.

b. The required number of notification signs shall remain on the property until final action is taken on the application.

4. Placement Of Signs

a. The signs must be posted at a prominent location adjacent to a public street and be easily visible from the street.

b. The erection and/or the continued maintenance of any notification sign(s) does not affect subsequent action (such as holding a public hearing, submitting a recommendation concerning or adopting a proposed zoning amendment, or any other official action) unless the party objecting to the notice demonstrates that the defect was substantial and likely affected participation at the hearing.

c. The signs shall be removed within five days after final action on the case.

5. Illegal Removal Of Signs

It is unlawful to intentionally or knowingly remove a notification sign that has been posted pursuant to this section, or to in any way tamper with or conceal the sign message.

E. Other Notices

Applicants are responsible for any additional notice requirements in this Code, other City ordinances, or state law.

F. Summary Table Of Notice Requirements

The following table summarizes the required notice in this article.

TABLE 10.3-2: Summary Table of Notice Requirements

Application	Published	Written	Posted	Timing *(in days before the hearing date, or* decision date if no hearing is required)
Zoning Code Amendments	✓			16 days
Zoning Map Amendments	✓	✓	✓	11 days[1]
Planned Developments	✓	✓	✓	16 days
Multi-family Development Plans	✓	✓	✓	16 days
Specific Use Permits	✓	✓	✓	16 days
Variances	✓	✓		16 days
Appeals to Zoning Board of Adjustment	✓	✓		11 days
Landmark District Designation	✓	✓	✓	16 days
Landmark District Certificates of Appropriateness	✓			16 days

TABLE 10.3-2: Summary Table of Notice Requirements

Application	Published	Written	Posted	Timing *(in days before the hearing date, or* decision date if no hearing is required)
Vacation of Plats	✓	✓	✓	16 days

[1] If the property within 200 feet of the property on which the change is proposed is located in territory annexed to the city and is not included on the most recently approved municipal tax roll, the notice is given in the manner provided for zoning ordinance amendments.

G. Re-Noticing

A new notice is required if there is a substantial difference between the action described in the notice and the final action, unless the final action is a smaller change from the existing situation.

10.3.7. APPROVAL PROCEDURES

This section identifies approval and public hearing procedures for applications that are subject to this article. Procedures for specific types of applications are located in Section 10.4, *Specific Review Procedures*. All approval procedures shall comply with the Texas Local Government Code and this article. If these requirements conflict with the Local Government Code, the Local Government Code controls.

A. Submission of Information

Any person may appear at a public hearing and give testimony or submit written materials, either individually or as a representative of an organization.

B. Duties of the Zoning Administrator

The Zoning Administrator shall submit a written report to the agency with recommending or decision making authority. The Administrator's report shall include the reports and recommendations of other City departments, if applicable.

C. Postponement of Public Hearings at Applicant's Request

An applicant may request a postponement of the scheduled public hearing at least six business days prior to the scheduled public hearing. If any publication or notice is provided by the City, the applicant is responsible for any costs or fees associated with the postponement. If the request is submitted less than six days prior to the scheduled public hearing, the decision-making body may, in its discretion, either hold or continue the public hearing.

D. Continuances

The decision-making body may continue a hearing to a specified date, time, and place. The date of continuance shall be made part of the motion and publicly announced at the public hearing. The Zoning Administrator shall ensure that notice of the continuance is posted at least 72 hours before the continued public hearing date in the same manner as originally posted. Publication or property owner notification of the continued date is not required, unless required by state law or recommended by the hearing body or the Zoning Administrator.

E. Tabling a Decision

A decision-making body may close a public hearing and table the decision. The request shall appear on each subsequent agenda unless the decision is deferred to a specific date.

F. Other Rules to Govern

Other matters pertaining to the public hearing shall be governed by other provisions of these regulations applicable to the body conducting the hearing and its adopted rules of procedure.

G. Action Following Denial

If an application is denied, the applicant may appeal the decision in accordance with Section 10.3.12, or as set forth in Section 10.4, *Specific Review Procedures*.

10.3.8. CRITERIA

A. Generally

1. All applications shall comply with all applicable standards in Articles 2 through 7 of this Code, this section, and Section 10.4, *Specific Review Procedures*.

2. The decision-making body may impose conditions reasonably calculated to achieve or maintain compliance with all applicable criteria.

3. The decision-making body may incorporate or require, as part of a condition of approval, a written agreement between the applicant and the City that enforces the conditions.

B. Default Criteria

1. Generally

Unless otherwise specified in this article, City review and decision-making bodies shall review all development applications submitted pursuant to this article for compliance with the general review criteria stated below. The application may also be subject to additional review criteria specific to the type of application, as stated below. If there is a conflict between the general review criteria in this section and the specific review criteria in Section 10.4, Section 10.4 controls.

2. Prior Approvals

The proposal shall be consistent with the terms and conditions of any prior plan or plat approval that is in effect and not proposed to be changed. This includes an approved phasing plan for development and installation of public improvements and amenities.

3. Consistent with Comprehensive Plan and Other Applicable Plans

The proposal shall be consistent with the comprehensive plan and any applicable sub-area, neighborhood, sector, or district plan. The decision-making authority:

a. shall weigh competing plan goals, policies, and strategies; and

b. may approve an application that provides a public benefit even if the development is contrary to some of the goals, policies, or strategies in the Comprehensive Plan or other applicable plans.

4. Compliance with Use and Development Standards

a. The proposal shall comply with all applicable standards in Articles 2 through 7, unless the standard is lawfully modified, varied, or waived.

b. Compliance with these standards is applied at the level of detail required for the subject submittal.

5. Compliance with Other Applicable Regulations

The proposed development shall comply with all other City regulations and with all applicable regulations, standards, requirements, or plans of the federal or state governments and other relevant jurisdictions. This includes, but is not limited to, wetlands, water quality, erosion control, and wastewater regulations.

6. Consistent with Interlocal Agreements

The proposed development shall be consistent with any adopted interlocal agreements, and comply with the terms and conditions of any interlocal agreements incorporated by reference into this Code.

7. Minimizes Adverse Environmental Impacts

The proposed development shall be designed to minimize negative environmental impacts, and shall not cause significant adverse impacts on the natural environment. Examples of the natural environment include water, air, noise, stormwater management, scenic resources, wildlife habitat, soils, and native vegetation.

8. Minimizes Adverse Impacts on Surrounding Property

The proposed development shall not cause significant adverse impacts on surrounding properties.

9. Minimizes Adverse Fiscal Impacts

The proposed use shall not result in significant adverse fiscal impacts on the City.

10. Compliance with Utility, Service, and Improvement Standards

As applicable, the proposed development shall comply with federal, state, county, service district, City and other regulatory authority standards, and design/construction specifications for roads, access, drainage, water, sewer, schools, emergency/fire protection, and similar standards.

11. Provides Adequate Road Systems

Adequate road capacity must exist to serve the uses permitted under the proposed development, and the proposed use shall be designed to ensure safe ingress and egress onto the site and safe road conditions around the site, including adequate access onto the site for fire, public safety, and EMS services.

12. Provides Adequate Public Services and Facilities

Adequate public service and facility capacity must exist to accommodate uses permitted under the proposed development at the time the needs or demands arise, while maintaining adequate levels of service to existing development. Public services and facilities include, but are not limited to, roads, domestic water, sewer, schools, public safety, fire protection, libraries, and vehicle/pedestrian connections and access within the site and to adjacent properties.

13. Rational Phasing Plan

If the application involves phases, each phase of the development shall contain all of the required streets, utilities, landscaping, open space, and other improvements that are required to comply with the project's cumulative development to date, and shall not depend upon subsequent phases for those improvements.

C. Substantial Compliance

1. The decision-making body may approve an applicable permit or plan subject to Section 10.4 if it literally complies or substantially complies with the applicable approval criteria.

2. Unless a specific permit or process establishes different criteria, a permit or plan substantially complies with the applicable approval criteria if the proposed use or development:

a. Does not exceed any dimensional or numerical criteria by more than five percent, and

b. Does not significantly:

(i) Alter the basic relationship of the proposed development to adjacent property;

(ii) Change the uses permitted;

(iii) Increase the maximum density, floor area ratio, or height;

(iv) Decrease the amount of required off street parking; or

(v) Reduce the minimum yards required at the boundary of the site.

10.3.9. WITHDRAWAL AND REAPPLICATION

A. Withdrawal of Application by Applicant

1. An applicant may withdraw an application, without prejudice, at any time before it is placed on the agenda of a public hearing or meeting.

2. The applicant shall submit in writing the withdrawal request to the Zoning Administrator.

3. After it is withdrawn, the City shall not take further action on the application.

4. To re-initiate review, the applicant shall submit a new application and fee.

5. Withdrawal of an application from a public hearing or meeting agenda is at the review or decision-making authority's discretion.

B. Limitations On Reapplications

1. When an application submitted pursuant to this Code is denied, no new application for the same or substantially the same request, as determined by the Zoning Administrator, shall be submitted or accepted within one year of the date of the denial unless:

a. The Zoning Administrator determines that the resubmitted application corrects the stated objections, and

b. Resubmittal of the application complies with applicable Texas law.

2. Resubmittals are subject to all processing fees, submittal requirements, and review standards in effect at the time the resubmittal is accepted by the Zoning Administrator.

10.3.10. SCOPE OF APPROVAL

A. Expiration of Approval

1. An individual permit or approval under this article expires if no progress is made towards completion of the project within two years after it is approved or the expiration date provided in Subsection 2, whichever occurs later.

2. A project expires if no progress is made towards completion of the project by the fifth anniversary of the date that the first permit application was filed for the project.

3. For purposes of this subsection, progress towards completion of the project is as defined in Texas Local Government Code § 245.005.

B. Extensions of Approval Period

1. The Zoning Administrator may grant one extension of an approval period of up to 12 months for good cause.

2. All requests for extensions shall be submitted to the Zoning Administrator in writing at least 30 calendar days prior to the expiration of approval.

3. An extension request shall include:

a. A narrative stating the reasons for the applicant's inability to comply with the specified deadlines; and

b. A narrative describing any changes in the character of the neighborhood, the Comprehensive Plan, or this Code that have occurred since approval of the permit/plan;

c. How any changes described in Subsection B.3.b, above, affect the permit/plan; and

d. The anticipated time schedule for completing the review project and/or the specific project.

4. Additional review of the permit/plan may result in additional conditions, as applicable.

10.3.11. REVOCATION

A. Initiation

1. The Zoning Administrator shall investigate alleged violations of imposed condition or conditions.

2. Based on the results of the investigation, the Zoning Administrator shall determine whether or not to terminate or suspend (for a specific period) the permit.

3. If the Zoning Administrator determines that the permit should be terminated or suspended, the Zoning Administrator shall file a recommendation along with the reasons for the determination with:

a. The body that approved the permit, or

b. If the Zoning Administrator approved the permit, the Zoning Board of Adjustment.

4. If the Zoning Administrator recommends termination or suspension, the approving body or Zoning Board of Adjustment shall conduct a public hearing on the matter:

B. Grounds for Revocation

The following are grounds for revocation of a permit:

1. The intentional provision of materially misleading information by the applicant. The provision of information is considered “intentional” where the applicant was aware of the inaccuracies or could have discovered the inaccuracies with reasonable diligence;

2. The failure to comply with any condition of a permit or approval; or

3. The failure to comply with an applicable requirement of this Code, other ordinances, or other applicable laws, rules, or regulations.

C. Notice and Public Hearing

The Zoning Administrator shall provide notice of the hearing before the approving body or Zoning Board of Adjustment to the permit holder at least 10 working days prior to the hearing. The notice shall be in writing and delivered by personal service or certified mail to the permit holder and shall inform the permit holder of the Zoning Administrator's recommendation and the date and location of the hearing.

D. Decision and Notice

1. An order or decision to revoke or suspend the permit requires a vote of 75 percent of the members of the approving body or Zoning Board of Adjustment.

2. The order shall contain findings that address the basis for the decision by stating at a minimum:

a. The conditions that provided grounds for revocation;

b. The harm caused by the violation;

c. If the approval or permit is suspended, the length of time that the violation can be cured; and

d. If the approval or permit is terminated, the reason why the violation cannot be cured.

E. Effect and Appeals

1. A petition complaining of the Zoning Board of Adjustment's decision may be presented to a court of competent jurisdiction pursuant to Texas Local Government Code § 211.011. The petition must be presented within 10 days after the decision is filed. If no petition is timely filed, the decision becomes final on the eleventh day after it is filed.

2. If the appeal is from the decision of another approving body, the petition shall be presented to a court of competent jurisdiction as provided in Subsection 1, above, unless another provision of Texas law or the City codes applies to appeals from a decision of the approving body.

F. Right Cumulative

Revocation and suspension are in addition to, not in lieu of, other remedies and enforcement proceedings.

10.3.12. APPEALS

A. Applicability

1. Any person, taxpayer, officer, department, board, or department of the City of Arlington aggrieved by any decision subject to this article may appeal the decision.

2. This section establishes general rules for filing an appeal. Specific rules for filing an appeal are established in Section 10.4. For example, some approvals are appealable to the Zoning Board of Adjustment, while others are appealable to the City Council or Planning and Zoning Commission. Refer to Section 10.4 to determine any additional procedures for initiating and processing an appeal for an individual permit.

3. In each case, a public hearing is required in accordance with the hearing procedures set forth in Article 9, *Review Authorities*, and Section 10.3.7, *Approval Procedures*.

B. Request

1. An appeal must be filed with the board and the official from whom the appeal is taken 10 days after the decision is rendered.

2. An appeal is filed by submitting a notice of appeal that specifies the grounds for the appeal.

3. The officer from whom the appeal is taken shall transmit to the appeal authority all the papers constituting the record of the action that is appealed.

C. Staying of Proceedings

An appeal stays all proceedings of the action appealed from, unless the officer from whom the appeal is taken certifies to the appeal authority that a stay would cause

imminent peril to life or property. In this case, proceedings shall not be stayed otherwise than by a restraining order. A restraining order may be granted by the appeal authority or by a court of record. A restraining order requires an application, notice to the officer from whom the appeal is taken, and due cause shown.

D. Interpretation

In considering an appeal, the Board of Zoning Appeals or agency considering the appeal may interpret this Code or associated official maps, forms, or other documents.

10.4. SPECIFIC REVIEW PROCEDURES

10.4.1. UNIFIED DEVELOPMENT CODE TEXT AMENDMENTS

A. Applicability and Jurisdiction

The City Council may amend this Code by ordinance.

B. Initiation

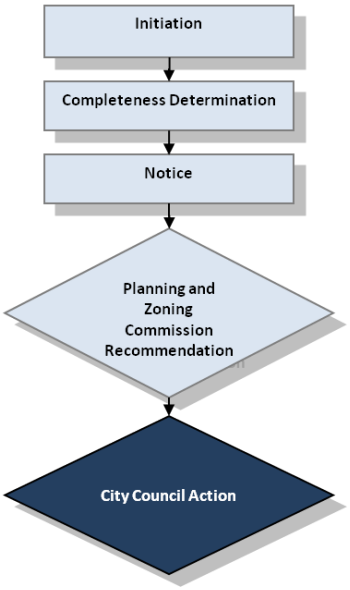
See Section 10.3.3. Any of the following parties may initiate a text amendment:

1. The City Council on its own motion, or on petition of an interested property owner, or

2. The Planning and Zoning Commission, or

3. The Zoning Administrator.

UDC Text Amendment Procedures



C. Completeness Determination

Applications must be complete as required by Section 10.3.5.

D. Notice

Published notice required pursuant to Section 10.3.6.

E. Approval Procedures

1. Action By The Planning And Zoning Commission

The Planning and Zoning Commission shall hold a public hearing on any text amendment, supplement, or change. The Commission shall approve, deny, or modify the application and forward its report and recommendation to the City Council.

2. Action By City Council

The City Council has final authority to adopt, modify, or deny any proposed text amendment.

F. Criteria

The Planning and Zoning Commission may recommend, and the City Council may approve a text amendment in its sole legislative discretion. The Planning and Zoning Commission and City Council may consider any or all of the following factors, along with any other relevant facts or circumstances:

1. Any of the general criteria in Section 10.3.8.

2. Whether the proposed amendment is supported by sound planning principles.

3. Whether the amendment promotes the public health, safety, or welfare.

4. Whether the amendment is appropriate for any of the following reasons:

a. A material change in circumstances.

b. The amendment would avoid a hardship to the applicant or affected property owners.

c. The amendment corrects an error or omission made when this Code was adopted or amended.

5. Whether the amendment is otherwise in the best interest of the City.

6. Any other factors required or allowed by Texas law.

10.4.2. ZONING MAP AMENDMENTS (ZONE CHANGES)

A. Applicability and Jurisdiction

The City Council may amend, supplement, or change the boundaries of any zoning district.

B. Initiation

1. Zoning Map Amendments

See Section 10.3.3. Any of the following parties may initiate a zoning map amendment:

a. City Council on its own motion, or on petition of an interested property owner,

b. Planning and Zoning Commission, or

c. Zoning Administrator.

2. Conservation District overlay

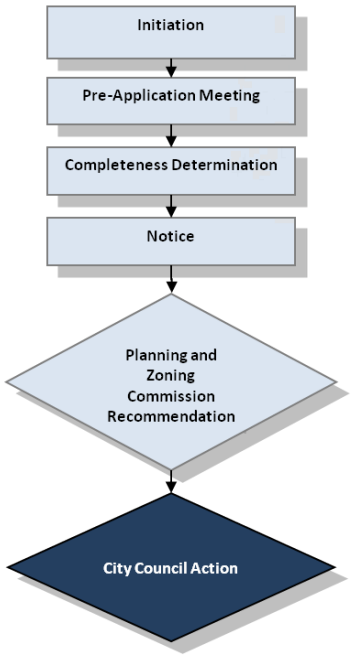
A zone change to a conservation district overlay may be initiated only through any one of the following procedures:

a. Request of property owners representing 60 percent of the land area within the proposed district;

b. Request of 60 percent of the property owners within the proposed district; or

c. Request of the Director of Planning and Community Development, pursuant to a recommendation in a neighborhood plan or other plan adopted by the City Council.

Zoning Map Amendment Procedures



C. Pre-Application Conference

A pre-application conference is encouraged, but not required.

D. Completeness Determination

See Section 10.3.5.

E. Notice

Published, written, and posted notice required pursuant to Section 10.3.6.

F. Approval Procedures

1. Action By The Planning And Zoning Commission

The Planning and Zoning Commission shall hold a public hearing on any zoning map amendment. The Commission shall approve, deny, or modify the application and forward its report and recommendation to the City Council.

2. Action By City Council

a. The City Council has final authority to adopt or deny any proposed zoning map amendment.

b. The City Council may grant a change of zoning to a zoning district not applied for by the applicant if the approved district is less intensive than the zoning district advertised.

c. If the Planning and Zoning Commission recommends denial of a zoning change, the City Council may decide whether or not to conduct a public hearing on the application. The City Council's decision not to conduct a public hearing constitutes denial of the application.

d. If the City Council conducts a public hearing, it may approve, deny, modify, or remand the application to the Planning and Zoning Commission.

G. Criteria

As a legislative decision, the decision to rezone is subject to the City Council's discretion. However, a rezoning is subject to state law and factors set out in the case law. The Planning and Zoning Commission and City Council may consider any or all of the following factors, along with any other relevant facts or circumstances:

1. The Comprehensive Plan and other adopted plans,

2. The character of the surrounding neighborhood, and

3. Any other factors required or allowed by Texas law.

H. Withdrawal And Reapplication

To promote the stability and well-being of the community and offer certainty to the city's citizens regarding the use and development of property, the following requirements govern the filing of reapplications that are initiated by interested property owners:

1. A reapplication within 12 months of the date of the application for a zoning map amendment shall not be heard for a particular parcel of property if:

a. Within 12 months prior to the date of the application a zoning map amendment or similar application was denied by the City Council or a zoning case was withdrawn after the giving of public notice; and

b. The application currently under consideration includes property that was all or a part of the previously denied or withdrawn case;

c. The reapplication is for the same or a more intense zoning district (as defined in Subsection 2, below) than the district requested in the previous application.

2. For purposes of applying the district intensity standard in Subsection 1.c above, the zoning districts established in this Code are listed in order, from the least to most intense, in Table 10.4-1 below. A Planned Development district is more intense than the district requested in a previous application if it requests a greater number of dwelling units or floor area, or a higher density or floor area ratio, than the previous application. Subsection 1 does not apply to zoning applications that request an overlay district.

TABLE 10.4-1: Zoning District Intensity

Abbreviation	District Name
RE	Residential Estate
RS-20	Residential Single-Family 20
VG	Village on the Green
RS-15	Residential Single-Family 15
RS-7.2	Residential Single-Family 7.2
RS-5	Residential Single-Family 5
RM-12	Residential Medium-Density 12
RMF-22	Residential Multi-Family 22
LO	Limited Office
NC	Neighborhood Commercial
OC	Office Commercial
CC	Community Commercial
DB	Downtown Business
GC	General Commercial
HC	Highway Commercial
BP	Business Park
LI	Light Industrial
NMU	Neighborhood Mixed-Use
RMU	Regional Mixed-Use
IM	Industrial Manufacturing
PD	Planned Development

3. The City Council, for good cause, may waive any limitation period for refiling in this section.

I. Protest

The rules governing amendment over protest are contained in Chapter 211 of the Texas Local Government Code. The Zoning Administrator may prescribe forms for protest petitions.

10.4.3. PLANNED DEVELOPMENTS

A. Applicability and Jurisdiction

1. A Planned Development (PD) is a type of zoning amendment, and includes maps, plans, and regulations.

2. The City Council may create, amend, or abolish PDs by ordinance.

B. Initiation

See Section 10.3.3.

C. Pre-Application Conference

Required pursuant to Section 10.3.4.

D. Completeness Determination

See Section 10.3.5. A complete PD application requires the submission of a complete PD Development Plan as described in the application form provided by the Zoning Administrator.

E. Notice

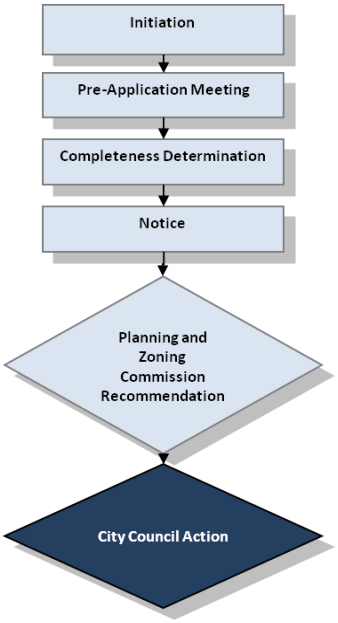
Published, written, and posted notice required pursuant to Section 10.3.6.

F. Approval Procedures

1. Action by the Planning and Zoning Commission

The Planning and Zoning Commission shall hold a public hearing on any zoning map amendment related to a planned development. The Commission shall approve, deny, or modify the application and forward its report and recommendation to the City Council.

Zoning Map Amendment Procedures, Planned Developments



2. Action by City Council

The City Council has final authority to adopt or deny any proposed zoning map amendment related to a planned development. The City Council may grant a change of zoning to a zoning district not applied for by the applicant, if the approved district is less intensive than the zoning district advertised.

3. Modifications to PD Development Plans Submitted After Public Notice Given

The applicant shall submit any modification to a proposed PD Development Plan submitted after notice is given to the Community Development and Planning Department for review and comment prior to its presentation to the Planning and Zoning Commission and/or City Council for approval. The modification shall not constitute a more intense development proposal than the PD Development Plan that was given public notice. If redesigns are submitted in a manner in which time is not available for adequate review by staff, the case may be delayed and a fee for notification and re-advertising required.

4. Modifications Prior to Second Reading

Prior to approval on second reading, the required PD Development Plan shall be amended to reflect all stipulations as approved by the City Council on first reading. Upon approval, the Zoning Administrator shall furnish a copy to the Building Official and City Secretary.

G. Criteria

As a legislative decision, the decision to rezone to a Planned Development district is subject to the City Council's discretion. However, a rezoning is subject to state law and factors set out in the case law. The Planning and Zoning Commission and City Council may consider any or all of the following factors, along with any other relevant facts or circumstances:

1. The criteria set out in Section 10.4.2.G and 10.3.8.

2. The degree to which the planned development:

a. addresses a unique situation,

b. confers a substantial benefit to the City, or

c. incorporates creative site design to achieve the purposes of this Code, and represents an improvement in quality over what is possible through strict application of the otherwise applicable district or development standards. The improvements in quality may include, but are not limited to:

(i) improvements in open space provision and access;

(ii) environmental protection;

(iii) tree/vegetation preservation;

(iv) creation of multiple-use projects including residential, commercial, or recreational facilities;

(v) efficient provision of streets, roads, and other utilities and services; or

(vi) increased choice of living and housing environments.

3. The applicant's proposal is impracticable to achieve within one of the City's residential, non-residential, or mixed-use zone districts in accordance with Article 2, *Zoning Districts*, but is consistent with the criteria above.

H. Withdrawal And Reapplication

See Section 10.4.2.H.

I. Scope of Approval

1. Actions Following Approval of Planned Developments

a. A PD Development Plan is binding on the owner(s) and successors of the property shown on the plan and shall control all building permits.

b. Building permits for any partial development or construction on land contained in an approved PD Development Plan shall comply with phasing approved on the PD Development Plan.

c. Prior to a permit being issued for property with an approved PD Development Plan, the building permit shall be reviewed for compliance with the approved design standards.

d. When common open space, common recreational areas, or common area containing other amenities to the development are approved as a part of a PD Development Plan, the areas shall be retained, owned, and maintained by the owner or owners of the units contained within the development or the owners' association to which they are members.

2. Expiration Of Plan

a. A PD Development Plan expires unless progress is made towards completion of the project (See Section 10.3.10.A, *Expiration of Approvals*).

b. The City Council may, on its own authority, establish a development or expiration schedule different from this article as a condition of approval of a PD Development Plan. The schedule may mandate that construction occurs within a shorter or longer time and/or that construction may not begin until a certain time or performance has occurred. The conditions of the approved scheduling shall be shown on the PD Development Plan.

c. Property with a preliminary development plan under a prior version of this Code that does not have a final plan is subject to the adopted design standards and the minimum standards required by this Code.

3. Expired Plans

a. When a PD Development Plan expires and a use/density/housing type is designated on the plan, and there is no separate ordinance which designates that specific use/density/housing type, then the specific use/density/housing type shown on the plan is considered part of the zoning and applies to the site.

b. An original PD Development Plan, even though expired, is considered an indivisible unit in terms of amendment to any portion and is subject to the standards of Section10.4.3.J, *Amendments to Approved Plans*.

4. Amendment Over Protest

See Section 10.4.2.I.

J. Amendments to Approved Planned Developments

1. An amended PD Development Plan is processed in the same manner as the original approval. The application for an amendment shall include all land described by the original ordinance amendment zoning the land to "PD", unless otherwise permitted in this section.

2. An amendment to a PD Development Plan requires an amendment to the entire original PD rezoning ordinance, unless the conditions in Subsection 3 below apply. If any portion of the original district is modified:

a. The modification shall be noted on the approved PD Development Plan;

b. The modification is treated as a change to the entire plan for the purposes of notification;

c. All owners within the boundary and within 200 feet of the boundary of the original district shall be given due notice of public hearing and have the right to petition against the change; and

d. The applicant shall provide the following evidence of notification of the proposed modification:

(i) A statement in writing signed by the landowner(s) that they have received notice of the proposed modification; or

(ii) Evidence of notice having been sent by certified mail and the return receipt; or

(iii) A statement acknowledged by a notary and made by the proponent or the proponent's agent that delivery of notice has been made and stating the name of the person who has received the notice. The applicant shall give this notice to all owners of property contained within the original "PD" district and to the owner's address as listed on the City's current tax roll.

3. The owner may apply for an amendment to the owned portion of an approved PD Development Plan only when:

a. The ownership constitutes a separately platted lot,

b. There is no change to internal traffic patterns,

c. There is no impact on adjacent lots in the PD Development Plan, and

d. The notification procedures in this section are complied with.

4. The application fee shall be calculated on the amended portion of the plan.

K. Substantial Compliance With PD Development Plans

1. The Zoning Administrator may approve amendments to the PD Development Plan, building permits and other permits subsequent to approval of a PD Development Plan if they substantially comply with the PD Development Plan.

2. A permit substantially complies with the PD Development Plan if it does not significantly:

a. Alter the basic relationship of the proposed uses to adjacent uses;

b. Change the uses approved;

c. Increase approved densities, height, site coverage; or floor areas,

d. Decrease on-site parking requirements;

e. Reduce minimum yards or setbacks; or

f. Change traffic patterns.

3. The Zoning Administrator will deny an amendment or permit that does not substantially comply with the approved development plan. The applicant

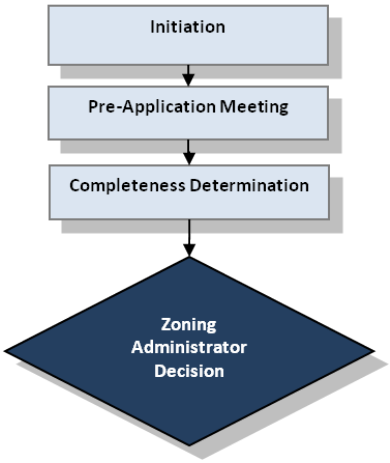
may apply for a revision to the approved PD Development Plan in the same manner as the original.

10.4.4. ZONING SITE PLANS

A. Purpose

1. The purpose of the zoning site plan is to ensure compliance with the development and design standards of this Code prior to the issuance of required permits, and to encourage quality development that reflects the goals and objectives of the comprehensive plan.

Zoning Site Plan Procedures



B. Applicability

Zoning site plan review is required for:

1. Any change in use from one primary use classification to another in the EDO overlay district, as described in Section 5.8.1.A, *Change in Use*.

2. Any improvements in the public realm of the EDO overlay district.

3. Administrative revisions to plans approved under this section.

C. Initiation

See Section 10.3.3.

D. Pre-Application Conference

The applicant may attend a pre-application meeting in accordance with Section 10.3.4.

E. Completeness Determination

See Section 10.3.5.

F. Approval Procedures

1. Jurisdiction

The Zoning Administrator shall approve, approve with conditions, or deny a zoning site plan.

2. Approval of Zoning Site Plan

a. If the Zoning Administrator determines that the zoning site plan complies with this Code, the Zoning Administrator shall approve the zoning site plan and notify the applicant in writing.

b. If the zoning site plan requires conditions in order to comply with this Code, the Zoning Administrator shall state the conditions in the notice to the applicant. If a subdivision plat is required for the development, the Zoning Administrator may condition zoning site plan approval on plat approval.

3. Denial Of Zoning Site Plan
If the Zoning Administrator determines that the zoning site plan does not comply with this Code, the Zoning Administrator shall deny the zoning site plan and notify the applicant in writing. The notification shall include an explanation of why the zoning site plan was denied.

G. Criteria
See Section 10.3.8.

H. Withdrawal And Reapplication
See Section 10.3.9.

I. Scope Of Approval
See Section 10.3.10.

J. Appeals
Appeals from the decision of the Zoning Administrator are to the Zoning Board of Adjustment.

10.4.5. MULTI-FAMILY DEVELOPMENT PLANS

A. Applicability and Jurisdiction

1. The multi-family development plan provides a means to develop multi-family projects and apartment complexes in a manner that is compatible with adjacent property, consistent with the character of the neighborhood, and reflects the goals and objectives of the comprehensive plan.

2. Approval of a multi-family development plan is required for:

a. New construction of a multi-family residential building in the RH-22, DB, NMU, or RMU district.

b. Amendments to existing development plans that involve changes to the site related to building layout, building elevations, traffic circulation, or other changes that materially alter the site, as determined by the Zoning Administrator.

3. Multi-family development plan approval occurs by ordinance.

B. Initiation
See Section 10.3.3.

C. Pre-Application Conference
The applicant may attend a pre-application meeting in accordance with Section 10.3.4.

D. Completeness Determination
See Section 10.3.5.

E. Notice
Published, written, and posted notice required. See Section 10.3.6.

F. Approval Procedures

1. Action by the Planning and Zoning Commission

The Planning and Zoning Commission shall hold a public hearing and make a recommendation to the City Council. The Planning and Zoning Commission shall forward its recommendation to approve, conditionally approve, or deny the application to the City Council.

2. Action by the City Council

a. The City Council shall hold a public hearing and approve, approve with conditions, deny, or remand the application.

b. The City Council shall approve a multi-family development plan by ordinance.

G. Criteria

1. The Planning and Zoning Commission and City Council shall base their decision on their findings of the extent to which the proposed development:

a. Complies with the general criteria of Section 10.3.8;

b. Complements or is compatible with the surrounding uses and community facilities; and

c. Contributes to, enhances, or promotes the welfare of the area and adjacent properties.

2. An ordinance approving a multi-family development plan may contain standards and safeguards over and above those contained in these regulations. The City Council may, in the interest of the public welfare and to ensure compliance with this Code, establish reasonable conditions on the operation, location, arrangement, type, and manner of construction. Consideration is given based on the existing conditions and location with regard to the welfare and protection of adjacent property from noise, traffic, or other undesirable conditions.

H. Withdrawal and Reapplication

In order to promote the stability and well-being of the community and offer certainty to the citizens of the city with respect to the use and development of property, the following requirements govern the filing of reapplications that are initiated by interested property owners:

1. A reapplication within 12 months of the date of the application for the same multi-family development plan will not be heard if:

a. Within 12 months prior to the date of the application a multi-family development plan or similar application was denied by the City Council or a multi-family development plan was withdrawn after the giving of public notice; and

b. The application currently under consideration includes property which was all or a part of the previously denied or withdrawn case.

2. The City Council, for good cause involving changed conditions, may waive any limitation period for refiling contained in this section.

I. Scope Of Approval

1. Amendment To Multi-family Development Plan

The Zoning Administrator may approve building permits or other permits subsequent to approval of multi-family development plan that substantially complies with the ordinance approving the plan.

2. Effect Of Approval Or Denial

See Section 10.3.10.

3. Expiration of Plan

a. A multi-family development plan shall expire two years from the date of City Council approval unless prior to the expiration date, a building permit for a new structure is issued for the project described on the plan, and actual construction starts within 180 days of the issuance of the building permit.

b. If construction or work is suspended for a period of 180 days after work has commenced and the expiration date has passed, the development plan shall expire. However, the Planning and Zoning Commission may extend the expiration for a period of up to two years.

c. The City Council may establish an expiration date as a condition of approval of a multi-family development plan.

d. If a development plan expires, a building permit shall not be issued until a new multi-family development plan has been approved in accordance with this section.

J. Protest

The rules governing amendment over protest are contained in Chapter 211 of the Texas Local Government Code. The Zoning Administrator may prescribe forms for protest petitions.

10.4.6. SPECIFIC USE PERMITS (SUP)

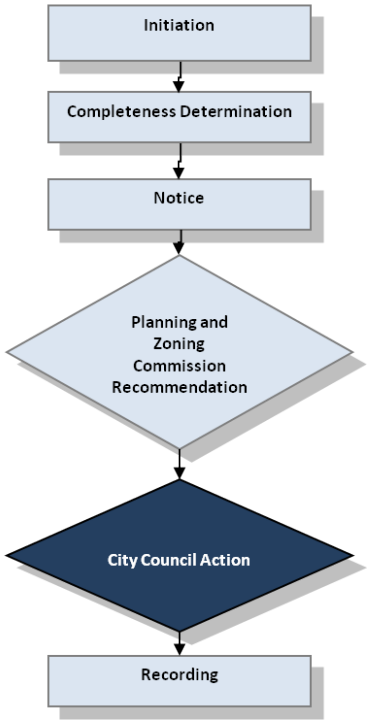
A. Applicability And Jurisdiction

1. The specific use permit (SUP) provides a means to develop certain uses in a manner that is compatible with adjacent property and consistent with the character of the neighborhood.

2. The City Council may grant, repeal, and amend Specific Use Permits (SUP's) for certain uses, but only where specified in this Code.

3. SUP approval occurs by ordinance, and is a type of zoning amendment.

Specific Use Permits Procedures



B. Initiation

See Section 10.3.3. Any of the following parties may initiate a specific use permit:

1. The City Council on its own motion, or on petition of an interested property owner, or

2. The Planning and Zoning Commission, or

3. The Zoning Administrator.

C. Completeness Determination

See Section 10.3.5.

D. Notice

Published, written, and posted notice required. See Section 10.3.6.

E. Approval Procedures

1. Action By The Planning And Zoning Commission

The Planning and Zoning Commission shall hold a public hearing and make a recommendation to the City Council. The Planning and Zoning Commission shall forward its recommendation to approve, conditionally approve, or deny the application to the City Council.

2. Action By City Council

a. The City Council shall hold a public hearing and approve, approve with conditions, deny, or remand the application.

b. The granting of a SUP has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.

c. The City Council shall approve an SUP by ordinance. The ordinance may approve more than one specific use. The City Council may approve or deny all or part of the uses requested in a specific use permit application.

F. Criteria

1. The Planning and Zoning Commission and City Council shall base their decision on their findings of the extent to which the proposed use:

a. Complies with the general criteria of Section 10.3.8;

b. Complements or is compatible with the surrounding uses and community facilities; and

c. Contributes to, enhances, or promotes the welfare of the area and adjacent properties.

2. An ordinance approving a specific use permit may impose development standards and safeguards over and above those contained in these regulations. The City Council may, in the interest of the public welfare and to ensure compliance with this Code, establish reasonable conditions on the operation, location, arrangement, type, and manner of construction of any use for which a permit is authorized. Consideration is given based on the existing conditions and location with regard to the welfare and protection of adjacent property from noise, vibration, dust, dirt, smoke, fumes, gas, odor, explosion, glare, offensive view, traffic, or other undesirable or hazardous conditions.

G. Withdrawal and Reapplication

In order that specific use permits may promote the stability and well-being of the community and offer certainty to the citizens of the city with respect to the use and development of property, the following requirements govern the filing of reapplications that are initiated by interested property owners:

1. A reapplication within 12 months of the date of the application for the same specific use permit will not be heard if:

a. Within 12 months prior to the date of the application a specific use permit or similar application was denied by the City Council or a zoning case was withdrawn after the giving of public notice; and

b. The application currently under consideration includes property which was all or a part of the previously denied or withdrawn case;

c. The application currently under consideration is for the same or a more intense land use as defined in Section 10.4.2 of this Code than the use requested in the previous application.

2. The City Council, for good cause involving changed conditions, may waive any limitation period for refiling contained in this section.

H. Scope Of Approval

1. Amendment To Specific Use Permit

The Zoning Administrator may approve building permits other permits subsequent to approval of an SUP that substantially comply with the ordinance approving the SUP.

2. Effect Of Approval Or Denial

See Section 10.3.10.

3. Cancellation and Periodic Review

a. Specific Use Permits for uses other than gas well drilling shall be cancelled and revoked, and be of no effect two years after the date of approval, unless a building permit or a Certificate of Occupancy for the designated specific use has been issued within the two year period. The City Council may, in the adopting ordinance, provide an alternate expiration period.

b. Specific Use Permits for gas well drilling shall be cancelled and revoked, and be of no effect two years after the date of City Council approval unless a gas well permit has been issued and drilling has commenced. If a gas well permit has been issued and drilling activity has commenced within the two year period, the Specific Use Permit shall be reviewed in accordance with Section 10.4.6.H.3.c below each five year period from the date the Specific Use Permit was issued by the City.

c. A Specific Use Permit for gas well drilling must be reviewed every five years as follows:

(i) The property owner or representative must submit a complete application for renewal for a Specific Use Permit to the Zoning Administrator no later than 60 days before the five-year period from the date the Specific Use Permit was issued by the City or the prior periodic review of the Specific Use Permit. The renewal application shall be accompanied by a reasonable fee established by resolution of the City Council.

(ii) As part of the renewal application, the property owner or his representative shall state whether all existing SUP conditions have been complied with, and that no changes to the conditions or other SUP ordinance provisions are being requested.

(iii) The application shall be forwarded to the Planning and Zoning Commission and City Council for action in accordance with Subsection 10.4.6, *Specific Use Permits*. This subsection does not impair the ability of the City Council to call a public hearing on its own motion for the purpose of passing an amending ordinance to cancel or revoke an SUP, or to supplement, remove, or amend any of the conditions or other provisions in an SUP ordinance.

I. Recording

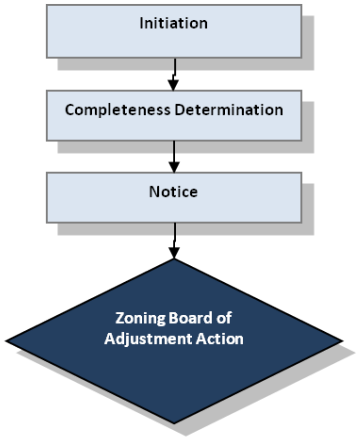
All approved Specific Use Permits shall be referenced on the Zoning District Map as "SUP".

10.4.7. ZONING VARIANCES AND APPEALS

A. Purpose

This section provides a process to gain relief from the strict application of the zoning provisions of this Code or to correct an error made by an administrative official.

Variances and Appeals Procedures



B. Applicability

1. The Zoning Board of Adjustment may grant a variance to any provision of this Code, unless the variance does not involve a zoning requirement and is assigned to another agency.

2. The Zoning Board of Adjustment may consider an appeal from any decision of an administrative official under this Code.

C. Initiation

See Section 10.3.3. See Section 10.3.12 for time limits relating to initiation of an appeal. An applicant may initiate a zoning variance at any time.

D. Completeness Determination

See Section 10.3.5.

E. Notice

Posted notice is required. See Section 10.3.6.

F. Approval Procedures

1. The Zoning Board of Adjustment shall review the application and the recommendation of the Zoning Administrator and shall conduct a public hearing.

2. The public hearing shall comply with Texas Local Government Code §211.008 and any rules of procedure adopted by the Zoning Board of Adjustment.

3. After the hearing is closed, the Zoning Board of Adjustment shall approve, approve with conditions, or deny the application.

G. Criteria

The Zoning Board of Adjustment shall not approve a variance unless it finds that the criteria in Texas Local Government Code §211.009(a)(3) are met. In addition to the authority granted by §211.009, the Zoning Board of Adjustment may:

1. Authorize upon appeal in specific cases, and subject to appropriate conditions and safeguards, such variances from street frontage setback, side setback, rear setback, lot width, lot depth, or minimum setback standards, where the literal enforcement of the provisions of this ordinance would result in an unnecessary hardship, and so that the spirit of the code shall be observed and substantial justice done. The variance must be necessary to

permit development of a specific parcel of land which differs from other parcels of land by being of such a restrictive area, shape, or slope that it cannot be developed in a manner commensurate with the development of other parcels of land in districts with the same zoning. A variance may not be granted to relieve a self-created or personal hardship, nor for financial reasons only, nor may a variance be granted to permit a person a privilege in developing a parcel of land not permitted by this Code to other parcels of land in districts with the same zoning district.

2. Initiate, on its own motion or otherwise, action to bring about the discontinuance of a nonconforming use in accordance with Article 11, *Nonconformities*.

3. Require the discontinuance of a nonconforming use under any plan whereby the full value of the structure or use can be amortized within a definite period of time, taking into consideration the general character of the neighborhood and the necessity for all property to conform to the regulations of this ordinance.

4. Hear and decide appeals where it is alleged there is an error in any order, requirement, decision, or determination made by an administrative official in the enforcement of this Code.

H. Withdrawal and Reapplication

1. No application for a variance is allowed on the same property less than six months from a previous ruling by the Zoning Board of Adjustment on any application unless other property in the immediate vicinity is subject to Subsection 2 below.

2. Where action is taken by the Zoning Board of Adjustment or City Council that alters the conditions on which the previous Zoning Board of Adjustment action was based, a reapplication is allowed. The Zoning Board of Adjustment may rehear the application within the six-month period. However, the change in circumstances does not compel the Zoning Board of Adjustment to approve the application. The application is considered entirely on its merits and the peculiar and specific conditions related to the property on which the application is brought.

I. Scope Of Approval

See Section 10.3.10.

J. Appeals From Zoning Board Of Adjustment

Any appeal to a Zoning Board of Adjustment decision must be made to a court of record within 10 days of the decision.

10.4.8. LANDMARK PRESERVATION OVERLAY DISTRICT DESIGNATION

A. Applicability

1. A Landmark Preservation Overlay district protects and preserves buildings, structure sites, and areas of historical or cultural importance.

2. The City Council may create, amend, and repeal Landmark Preservation Overlay districts by ordinance.

B. Initiation

See Section 10.3.3. An interested property owner may submit an application for a Landmark Preservation Overlay district.

C. Pre-Application Conference

Required pursuant to Section 10.3.4.

D. Completeness Determination

See Section 10.3.5.

E. Notice

Published, written, and posted notice required. See Section 10.3.6.

F. Approval Procedures

1. Landmark Preservation Commission Review

The Landmark Preservation Commission shall hold a public hearing on any landmark preservation overlay district designation. The Landmark Preservation Commission shall recommend approval, denial, or modification of the application and forward its report to the Planning and Zoning Commission. The Landmark Preservation Commission may conduct its hearing jointly with the Planning and Zoning Commission, and submit a joint recommendation and report to the City Council.

2. Planning And Zoning Commission Review

The Planning and Zoning Commission shall hold a public hearing on any landmark preservation overlay district designation. The Commission shall recommend approval, denial, or modification of the application and forward its report to the City Council.

3. Action by City Council

The City Council has final authority to adopt, modify, deny, or remand any proposed landmark preservation overlay district designation.

G. Criteria

The Planning and Zoning Commission and the City Council shall consider one or more of the following criteria in establishing a Landmark Preservation Overlay district:

1. Existing or proposed recognition as a National Historic Landmark or Texas Historic Landmark or entry or nomination into the National Register of Historic Places;

2. Identification as the work of a designer, builder, or architect whose work has influenced or contributed to the growth of the city;

3. Embodiment of elements of architectural design, detail, materials, or craftsmanship that represents a significant architectural innovation or an

outstanding example of a particular historical, architectural, or other cultural style or period;

4. Relationship to other buildings, structures, or places that are eligible for preservation as historic places;

5. Existence of distinguishing characteristics of an architectural type or specimen that exemplify the cultural, economic, social, political, ethnic, or historical heritage of the city, county, state, or nation;

6. Location as the site of a significant historical event;

7. Identification with a person or persons who significantly contributed to the culture or development of the city, county, state nation;

8. A building, structure, or place that, because of its location, has become of historic or cultural value to a neighborhood or community; and

9. The recommendation of the Landmark Preservation Commission.

10.4.9. LANDMARK PRESERVATION DISTRICT CERTIFICATE OF APPROPRIATENESS

A. Applicability And Exemptions

1. Applicability

a. The Landmark Preservation Commission may grant, modify, revoke, and suspend certificates of appropriateness in accordance with this section.

b. No person or entity shall construct, reconstruct, alter, change, restore, remove, or demolish any exterior architectural feature of a building or structure located in a Landmark Preservation Overlay district unless application has been made to and approved by the Landmark Preservation Commission for a certificate of appropriateness.

2. Exemptions

Ordinary repairs and maintenance that do not involve changes in architectural and historical style or value, general design, structural arrangement, type of building materials, primary color, or basic texture and accessory buildings less than 320 square feet, are exempt from this section.

B. Initiation

See Section 10.3.3. An interested property owner may submit an application for a certificate of appropriateness.

C. Pre-Application Conference

A pre-application meeting is required in accordance with Section 10.3.4.

D. Completeness Determination

See Section 10.3.5.

E. Notice

Published, written, and posted notice required. See Section 10.3.6.

F. Approval Procedures

1. Within 30 days of the receipt of a completed application for a certificate of appropriateness, the Landmark Preservation Commission shall hold a public hearing. Public notices of the hearing and the purpose thereof shall be published in a newspaper one time at least seven days prior to the date scheduled for the hearing.

2. The Landmark Preservation Commission shall forward either an approved or conditionally approved certificate of appropriateness, or its written findings for denial, to the applicant and the Zoning Administrator.

3. If the Landmark Preservation Commission takes no action within 60 days of receipt of the completed application, a certificate of appropriateness shall be deemed issued by the Landmark Preservation Commission.

G. Criteria

1. Upon review of the application the Landmark Preservation Commission shall determine whether the proposed work will adversely affect any exterior architectural feature or the future preservation, maintenance, and use of the Landmark Preservation Overlay district.

2. The Landmark Preservation Commission may attach any conditions to its approval of an application that are needed to ensure compliance with Subsection G.1, above.

H. Scope Of Approval

No change shall be made in the plans on which a Certificate of Appropriateness was issued unless:

1. The application is resubmitted to the Landmark Preservation Commission and approved in the same manner as provided above for the original application; or

2. The change is consistent with a condition to approval of the application.

10.4.10. CERTIFICATES OF DEMOLITION OR RELOCATION

A. Applicability

1. The City Council may grant, modify, revoke, and suspend certificates of demolition or relocation in accordance with this section.

2. No person or entity other than a city, county, state, or federal government fee simple owner shall demolish or relocate any building or structure located in a Landmark Preservation Overlay district, unless a Certificate of Demolition or Relocation has first been issued by the Landmark Preservation Commission or City Council, as set forth in this subsection.

B. Initiation

See Section 10.3.3. An interested property owner may submit an application for a Certificate of Demolition or Relocation.

C. Pre-Application Conference

A pre-application meeting is required in accordance with Section 10.3.4.

D. Completeness Determination

See Section 10.3.5. The Zoning Administrator shall prescribe the application forms for a Certificate of Demolition or Relocation.

E. Notice

Public notice of such hearing setting forth the date, time, and place scheduled for Landmark Preservation Commission hearing and the purpose thereof shall be published in a newspaper one time at least seven days prior to the date scheduled for such hearing. Notice shall also be mailed to all owners of real property within a 200 feet radius of the subject property, as their ownership appears on the last approved City tax roll, at least seven days prior to the date set for the hearing.

F. Approval Procedures

1. Landmark Preservation Commission Public Hearing

a. Within 30 days of the receipt of a completed application for a Certificate of Demolition or Relocation, the Landmark Preservation Commission shall hold a public hearing.

b. If, based upon the criteria established in Subsection G, the Landmark Preservation Commission determines that the building or structure:

(i) Should not be demolished, the Landmark Preservation Commission shall forward its decision to the City Council for review and final decision; or

(ii) May be demolished, the Landmark Preservation may issue the certificate.

c. If the Landmark Preservation Commission takes no action within 60 days of the receipt of a completed application, a Certificate of Demolition or Relocation is deemed issued.

2. City Council Decision

a. The City Council shall consider a recommendation of the Landmark Preservation Commission to deny or, at the applicant's request, conditionally approve a Certificate of Demolition or Relocation at a public hearing.

b. Based on the criteria established in Subsection G, below, the City Council shall approve, approve with conditions, or deny the Certificate of Demolition or Relocation.

3. Conditions for Approval

In granting a Certificate of Demolition or Relocation, the Landmark Preservation Commission or the City Council must find that the interests of preserving historical values and the purposes and intent of this ordinance will not be adversely affected by the requested demolition or removal, or that such interests will be best served by removal or relocation to another specified location.

G. Criteria

In evaluating a request for a Certificate of Demolition or Relocation, the Landmark Preservation Commission shall consider the following:

1. The architectural, cultural, or historical significance of the building or structure;

2. The age of the building or structure;

3. The state of repair of the building or structure in question, and the reasonableness of the cost of restoration and repair;

4. Additions, alterations, changes, modifications, and updates to the exterior architectural features of the building or structure that would disqualify it from consideration for listing on the National Register of Historic Places;

5. The effect, if any, that delaying the demolition or relocation of the building or structure will have;

6. The contribution, if any, the building or structure makes to a previously designated and recognized historic district and the owner's or any predecessor owner's involvement in the formation or creation of such a district;

7. The willingness of the applicant to donate or sell the building or structure to a third party;

8. The potential usefulness or adaptive reuse of the building or structure, including economic usefulness;

9. The potential market or demand for such a building or structure in its current condition and location;

10. The purpose that would be served in preserving the building or structure; and

11. All other factors it finds necessary and appropriate to carry out the intent of this Code.

H. Maintenance And Repairs

1. Omission of Necessary Repairs

Buildings and structures located in a Landmark Preservation Overlay district shall be maintained so as to ensure the exterior and interior structural soundness and integrity of the landmark and its exterior architectural features.

2. Determination of Omission

If the Landmark Preservation Commission determines that there are reasonable grounds to believe that a building or structure or an exterior architectural feature is structurally unsound or in immediate danger of becoming structurally unsound, the Landmark Preservation Commission shall notify the owner of record and hold a public hearing to determine compliance with this section.

3. Mandated Repairs

If at the conclusion of the public hearing, the Landmark Preservation Commission finds that the building or structure or its architectural features are structurally unsound or are in immediate danger of becoming structurally unsound, the Landmark Preservation Commission shall advise the property owner and direct repair of the property. The property owner shall satisfy the Landmark Preservation Commission within 90 days of its decision that all necessary repairs and maintenance to safeguard structural soundness and integrity have been carried out and completed.

I. Appeals

Appeals from a decision of the Landmark Preservation Commission are to the City Council.

10.4.11. PLAT REVIEW, GENERALLY

A. Applicability

1. In addition to the requirements for public hearings in Section 10.3.6 above, the following are general approval procedures for all types of plats. Specific procedures for each type of plat are set forth in Section 10.4, *Specific Review Procedures*.

2. A plat application that will alter the location, dimension, or delete right-of-way or a public or private easement must comply with the "Administration" Chapter of the Code of the City of Arlington, Article 7, *Streets, Alley and Easement Abandonment.*

B. Initiation

1. See Section 10.3.3. An application for plat approval is not considered filed until the Zoning Administrator determines that it is complete. The prescribed period for reviewing a plat does not begin until the plat application is determined to be complete.

2. Concurrent with the submission of a preliminary plat, combination plat, replat, or minor plat, the applicant(s) shall submit the following:

a. A map or plan showing the location and size of water and sanitary sewer mains and fire hydrant systems that will be required to ensure adequate service and fire protection to the lots specified in the proposed plat.

b. A preliminary drainage plan showing the watershed affecting the development and how runoff from the fully-developed watershed will be conveyed to, through, and from the development.

c. A Stormwater Management Site Plan (SWMSP) for plats of residential development of 12,000 square feet or larger of gross platted area, and for all plats of non-residential development. The purpose of the SWMSP is to identify potential effects of the proposed development on stormwater quality and quantity, and to identify permanent design features or Best Management Practices to mitigate these effects. Standards are outlined in the *Design Criteria Manual*.

C. Staff Review

The Community Development and Planning Department shall examine all plats accepted for review for compliance with this Code. Upon compliance with any comments, the plat shall be forwarded to the appropriate decision-making body for consideration. Failure to make specific comments does not relieve the property owner from compliance with this Code.

D. Schedule

1. The plat shall be scheduled for consideration within 30 days after the date it is filed. The plat is considered filed when the Zoning Administrator determines that it is complete in accordance with Section 10.3.5, *Completeness Determination*, or as set forth in Section 10.4, *Specific Review Procedures*.

2. Plats shall be approved or disapproved within the timeframe established in Chapter 212 of the Texas Local Government Code, unless the applicant requests or approves a delay or a different timeframe.

3. If the applicant requests postponement of a hearing or decision relating to plat approval, the applicant shall withdraw and refile the application.

E. Modifications

Where the approving body finds that extraordinary hardships or practical difficulties may result from strict compliance with the subdivision regulations, or that the purposes of the regulations may be served to a greater extent by an alternative proposal, it may approve modifications of conditions to the subdivision regulations so that substantial justice may be done and the public interest secured. Such a finding shall not have the effect of nullifying the intent and purpose of the subdivision regulations.

F. Plats With Reserved Authority Comments

1. The Council reserves authority over stipulations of plat approval involving:

a. Expenditures of City funds and contractual agreements to which the City is a party,

b. Appeals to the requirement to dedicate land,

c. Requirements for the construction of adequate facilities, or the payment of escrow, and

d. Other appeals that the Zoning Administrator determines will fiscally impact the City.

2. The plat approving authority has no power to act on matters of reserved authority. The plat approving authority may, however, approve the plat subject to additional approval by the City Council on the matters of reserved authority.

3. The plat approving authority shall send a plat with appealed reserved authority comments to the City Council for action after it approves the plat.

4. The City Council shall approve or disapprove a plat with matters of reserved authority within the time period prescribed by Texas Local Government Code § 212.009.

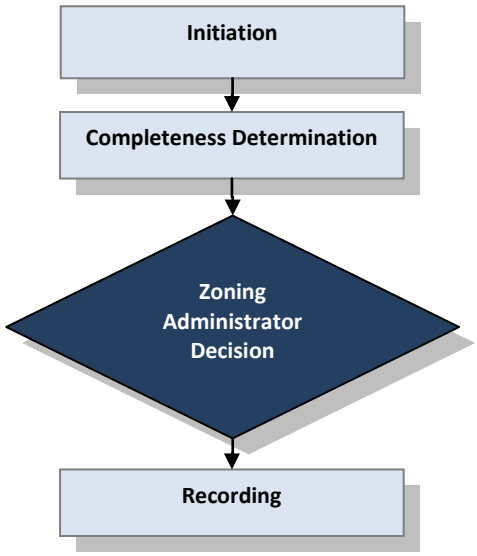
G. Criteria
See Section 10.3.8.

H. Scope of Approval
After the plat review process is completed, the plat is recorded with Tarrant County and the applicant obtains zoning approvals or building permits consistent with any conditions of plat approval.

10.4.12. CONVEYANCE PLATS

A. Applicability
A conveyance plat may be used in order to subdivide or sell land without plans for its immediate development. A conveyance plat allows the recording of a subdivision without requiring the construction or design of public improvements or collection of development fees. Easements, dedications, and reservations may be recorded on a conveyance plat.

Conveyance Plat Procedures



B. Initiation
See Section 10.3.3.

C. Completeness Determination
See Section 10.3.5.

D. Approval Procedures

1. Approval and Filing of Conveyance Plats
If the Zoning Administrator determines that the conveyance plat complies with this section, then the Zoning Administrator shall certify the plat and it shall be recorded with Tarrant County.

2. Denial of Conveyance Plats
The Zoning Administrator shall deny the conveyance plat if it does not comply with this section. The Zoning Administrator shall provide the applicant written notification and an explanation of why the plat was denied.

E. Criteria

1. The conveyance plat must include sufficient information to describe the boundaries of the proposed subdivision, any lots within the proposed subdivision, and surrounding property. This includes all of the materials required by Section 10.3.5.

2. The conveyance plat shall include the following certification: "*No building permit shall be issued nor public utility service provided for land that has only received approval as a conveyance plat*."

F. Recording
See Section 10.4.14.H.

G. Withdrawal And Reapplication
See Section 10.3.9.

H. Scope Of Approval
A conveyance plat expires six months after the date of application unless it is recorded with Tarrant County. The time period is not subject to extension.

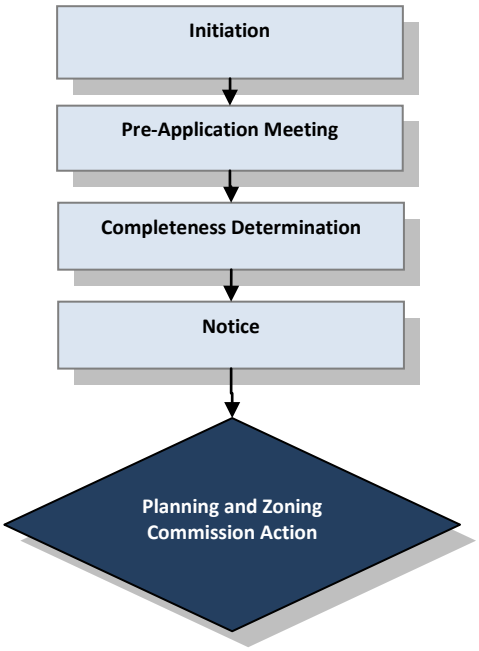
10.4.13. PRELIMINARY PLAT

A. Applicability

1. In order to file a final plat application pursuant to Section 10.4.14, a preliminary plat must be approved in accordance with this section.

2. A preliminary plat does not establish control corners or otherwise include the information required by Texas Local Government Code Section 212.004(b) and (c). Only a final plat is considered a "plat" under this Code. As such, a preliminary plat is not subject to the rules that govern the processing of a plat.

Preliminary Plat Procedures



B. Initiation
See Section 10.3.3.

C. Pre-Application Conference
Required pursuant to Section 10.3.4.

D. Completeness Determination
See 10.3.5. The preliminary plan must contain sufficient information to determine whether the proposed plan meets the requirements of Article 6, *Subdivision Regulations*.

E. Approval Procedures

1. Action by the Planning and Zoning Commission
The Planning and Zoning Commission shall approve, deny, or modify the application.

2. Appeal

The applicant may appeal a Planning and Zoning Commission decision to deny or to conditionally approve a preliminary plat to the City Council. See Section 10.3.12, *Appeals*.

F. Revisions and Reapplication

If an owner proposes changes to a preliminary plat that do not substantially comply with the application that was approved by the Planning and Zoning Commission, the applicant shall prepare a revised preliminary plat. The revised preliminary plat shall be approved by the Commission before the applicant submits a final plat.

G. Recording

A preliminary plat is not recorded. The Zoning Administrator shall maintain the approved preliminary plat

H. Withdrawal and Reapplication

See Section 10.3.9.

I. Scope of Approval

1. Final Plat

Following approval of the preliminary plat, the applicant may file an application for a final plat pursuant to Section 10.4.14. If the Planning and Zoning Commission denies the preliminary plat, no final plat shall be accepted.

2. Time Limits

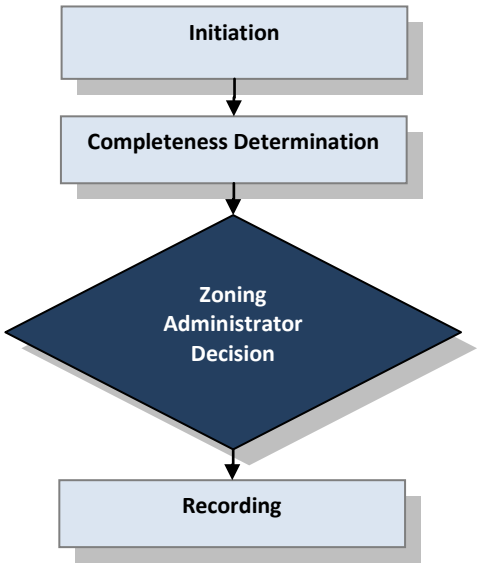
See Section 10.3.10.A.

10.4.14. FINAL PLATS

A. Applicability

The following sets forth procedures for approval of final plats. In order to record a final plat pursuant to this section a preliminary plat must be approved in accordance with Section 10.4.13.

Final Plat Procedures



B. Initiation

See Section 10.3.3. A final plat application may only be filed if:

1. The final plat substantially conforms to the approved preliminary plat, and any and all conditions of approval. Final plats may include all or only a portion of the area of the approved preliminary plat; or

2. The final plat is submitted as a combined preliminary plat and final plat in accordance with Section

10.4.15.

C. Completeness Determination

See Section 10.3.5. The final plat must contain sufficient information to determine whether the proposed plat meets the requirements of Article 6, *Subdivision Regulations*.

D. Approval Procedures

1. Approval And Recording Of Final Plat

If the Zoning Administrator determines that the plat substantially conforms to the approved preliminary plat, the final plat shall be certified by the required parties and recorded. Approval of the final plat by the Zoning Administrator is considered implementation of the discretionary decisions made by the Planning and Zoning Commission and City Council pursuant to Section 10.4.13 for the preliminary plat.

2. Denial Of Plat And Requirements

If the Zoning Administrator determines that the final plat does not conform to the approved preliminary plat, the final plat shall be denied. The Zoning Administrator shall provide the applicant written notification and an explanation of why the plat was denied.

E. Withdrawal And Reapplication

See Section 10.3.9.

F. Criteria

Final plats are subject to the criteria established in Section 10.3.8. In addition, each platted lot must comply with the minimum regulations of the zoning district in which the lot is located.

G. Scope of Approval

See Section 10.3.10. After the final plat is approved, the applicant may seek zoning and building permit approvals subject to this Code and any conditions of final plat approval.

H. Recording

1. All plats submitted for recordation shall be sealed by a registered professional land surveyor in the state of Texas.

2. Plats shall be recorded in the Plat Records of Tarrant County by the Zoning Administrator following compliance with:

a. All stipulations of approval;

b. All necessary fiscal agreements approved by the City and fully executed by all parties; and

c. Payment of all applicable fees, assessments, and both current and delinquent taxes.

3. All plats to be recorded shall conform to all conditions of approval and shall be submitted to the Zoning Administrator.

10.4.15. COMBINATION PLATS

A. A combined preliminary plat and final plat may be submitted for 30 or fewer lots.

B. An application for a combined preliminary plan and final plat shall meet all requirements and procedures of Sections 10.4.13 and 10.4.14.

10.4.16. MINOR PLATS

A. Applicability

When a tract or parcel of land has not been previously platted and filed of record, the owner may elect to submit a minor plat whenever the tract:

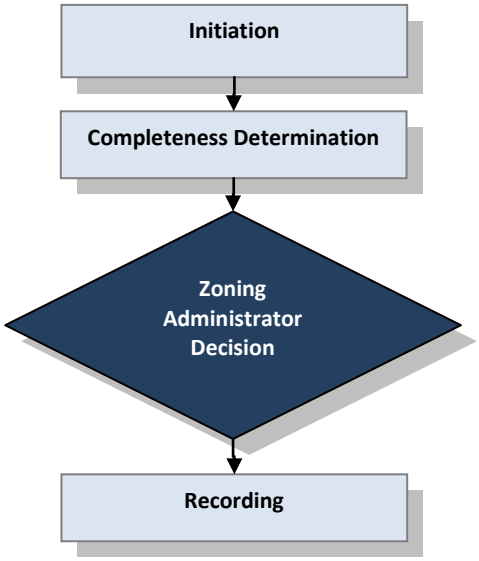
1. Is to be subdivided into four or fewer lots,

2. Fronts on an existing street,

3. Does not require the creation of any new street or the extension of municipal facilities, and

4. Does not require a public hearing for filing of record.

Minor Plat Procedures



B. Initiation

See Section 10.3.3.

C. Completeness Determination

See Section 10.3.5.

D. Approval Procedures

1. Approval and Filing of Minor Plats

If the Zoning Administrator determines that the minor plat complies with requirements of this Code, then the Zoning Administrator shall certify the minor plat and it shall be recorded.

2. Referral of Minor Plats

If the Zoning Administrator determines that the minor plat does not comply with the requirements of this Code, the Zoning Administrator shall:

a. Refer the application to the Planning and Zoning Commission within the time period required for approval of a final plat (See Section 10.4.14); and

b. Provide the applicant written notification and an explanation of why the plat does not comply with this Code.

E. Withdrawal and Reapplication

See Section 10.3.9.

F. Scope of Approval

See Section 10.3.10. After the minor plat is approved, the applicant may seek zoning and building permit approvals subject to this Code and any conditions of minor plat approval.

G. Recording

See Section 10.4.14.H.

10.4.17. REPLATS

A. Applicability

1. Replatting Without Vacating a Preceding Plat

A replat of a subdivision or part of a subdivision may be recorded and is controlling over the preceding plat without vacation of that plat if the replat:

a. Is signed and acknowledged by the owners of the property being replatted,

b. Is approved after a public hearing, and

c. Does not attempt to amend or remove any covenants or restrictions.

B. Initiation

See Section 10.3.3.

C. Completeness Determination

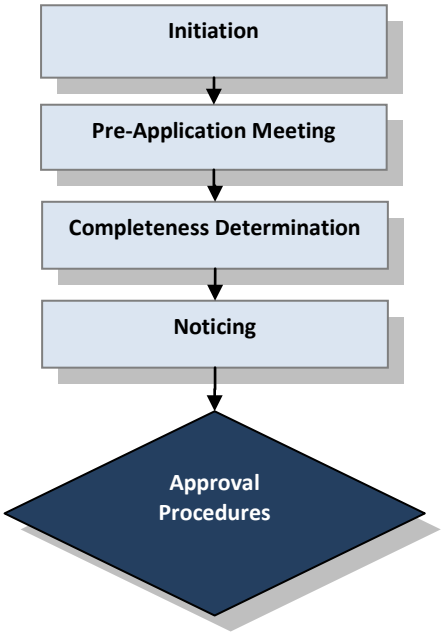
See Section 10.3.5.

D. Notice

1. See Section 10.3.6 and the procedures established below.

2. Refer to Texas Local Government Code Section 212.015 for additional notice requirements if certain density restrictions apply.

Replat Procedures



E. Approval Procedures

1. If Texas Local Government Code § 212.015 applies, the proposed replat is subject to the procedures established in that section.

2. All other replats are subject to the approve procedures established for final plats (see Section 10.4.14).

F. Criteria

A replat is subject to the same criteria that apply to approval of a final plat (see Section 10.4.14). In addition, lots must conform in width, depth, and area to the

predominant pattern established by the existing lots located on the same block, having due regard to the character of the area.

G. Withdrawal And Reapplication
See Section 10.3.9.

H. Scope Of Approval
See Section 10.3.10. After the replat is approved, the applicant may seek zoning and building permit approvals subject to this Code and any conditions of replat approval.

I. Recording

1. See Section 10.4.14.H.

2. The following minimum certification shall be shown on all replats: "*This plat does not alter or remove existing deed restrictions or covenants, if any, on this property*."

10.4.18. AMENDING PLATS

A. Applicability
The Zoning Administrator may approve an amended plat if the amended plat is signed by the owners only and is solely for one or more of the purposes prescribed in Texas Local Government Code § 212.016.

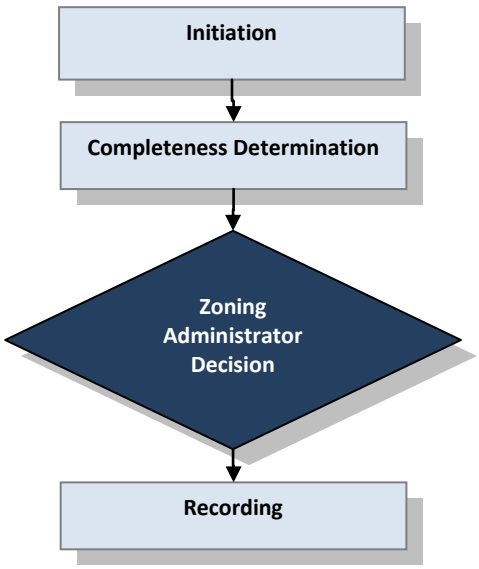
B. Initiation
See Section 10.3.3.

C. Completeness Determination

1. See Section 10.3.5 and the requirements below.

2. The applicant shall satisfy all requirements of Section 10.4.14.D prior to submittal of an amended plat.

Amended Plat Procedures



D. Approval Procedures

1. Approval and Filing of Amended Plats
If the Zoning Administrator determines that the amended plat complies with requirements of this Code, then the Zoning Administrator shall certify the amended plat and the plat shall be filed of record.

2. Referral of Amended Plats
If the Zoning Administrator determines that the amended plat does not comply with the requirements of this Code. The Zoning Administrator shall:

a. Refer the application to the Planning and Zoning Commission within the time period required for approval of a final plat (See Section 10.4.14.); and

b. Provide the applicant written notification and an explanation of why the plat does not comply with this Code.

E. Withdrawal And Reapplication
See Section 10.3.9.

F. Scope of Approval
See Section 10.3.10. After the amending plat is approved, the applicant may seek zoning and building permit approvals subject to this Code and any conditions of amending plat approval.

G. Recording

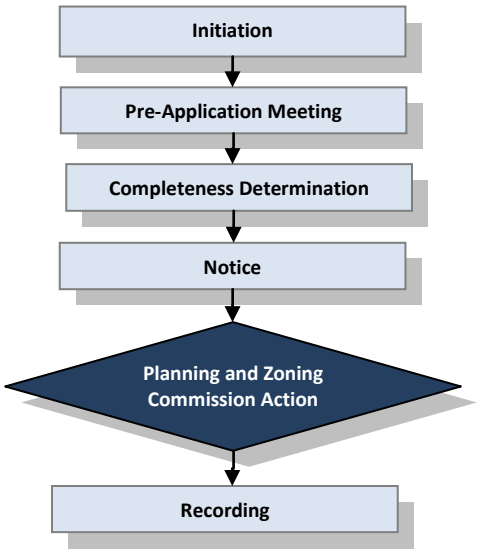
1. See Section 10.4.14.H.

2. The following certification shall be shown on all amended plats: "*This plat does not increase the number of lots in the previously recorded subdivision nor attempt to alter or remove existing deed restrictions or covenants, if any, on this property*." Amended plats shall contain a note describing the intent of the amended plat.

10.4.19. VACATION OF PLAT

A. Applicability
The procedures in this section apply to all applications for plat vacation. The vacation and abandonment of the right-of-way or easements shall be in accordance with the "Administration" Chapter of the Code of the City of Arlington, Article VII, Streets, Alley and Easement Abandonment.

Vacation of Plat Procedures



B. Initiation
See Section 10.3.3 and Texas Local Government Code § 212.013.

C. Pre-Application Conference
Required pursuant to Section 10.3.4.

D. Completeness Determination
See Section 10.3.5.

E. Approval and Recording Procedures
The instrument declaring the plat vacated is approved and recorded in the manner prescribed for the original plat. Replacement right-of-way or easement may be required to be dedicated by separate instrument as condition of approval.

F. Withdrawal and Reapplication

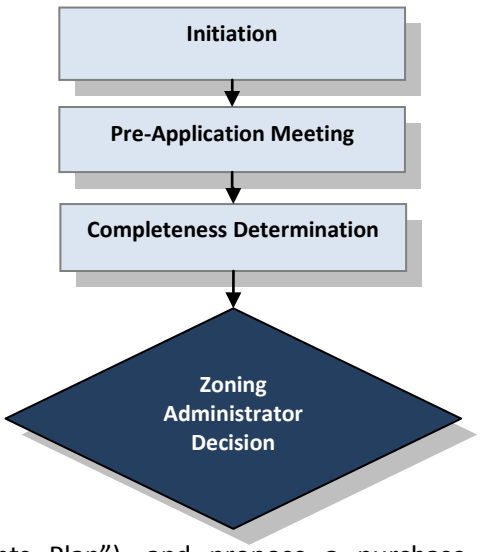
See Section 10.3.9.

G. Scope of Approval

See Section 10.3.10. After the vacating instrument is approved, the applicant may seek subdivision plat, zoning, and building permit approvals subject to this Code, and any conditions of approval attached to the vacating instrument.

10.4.20. LINEAR PARK PLATTING AND ACQUISITION

Linear Park Platting and Acquisition Procedures



A. Applicability

Two alternative procedures are available to meet the linear park requirements of Article 6, *Subdivision Regulations*. The City specifically reserves the right to acquire any additional linear parkland in excess of the proportionate share required to be dedicated.

1. Alternative Procedure 1

The developer may plat as a separate lot all linear park land lying within the proposed plat, as indicated in Exhibit "D" of the Arlington Park Development Fee Ordinance (hereinafter the "Park Improvements Plan"), and propose a purchase agreement for the land, pursuant to procedures contained in Subsection B.1, below.

2. Alternative Procedure 2

The developer may offer for dedication less than all linear park land lying within the proposed plat, as indicated in the Park Improvements Plan, and seek authorization to exclude the remainder of the land from the proposed plat, pursuant to procedures contained in Subsection B.2, below.

B. Initiation

See Section 10.3.3 and the following requirements:

1. Developer Participation Agreement

A developer participation agreement, as described in Section 6.7.6, shall be submitted with the plat application. The agreement shall provide for access to the linear park tract to be dedicated or purchased by the City. The design of access improvements shall be in accordance with Section 6.7.4. Any plat application involving adjacent to land identified as linear park land on the Park Improvements Plan that is submitted without a developer participation agreement shall not be accepted for review, and failure to provide the

agreement shall be grounds for denial of the plat. The proposed agreement shall be made subject to the City's acquiring the land for linear park purposes.

2. Purchase Agreements

The developer shall propose a purchase agreement for linear park land lying within the proposed plat if the owner intends to sell all or part of the linear park land to the City. The proposed purchase agreement shall be submitted with the plat application, and shall include:

a. A description of the land to be acquired;

b. The proposed value of the land; and

c. Appropriate guarantees that the property to be acquired shall be retained in its natural state during the subdivision process, or that restoration or mitigation shall be made, consistent with Section 6.7.7.

C. Pre-Application Conference

Required pursuant to Section 10.3.4.

D. Completeness Determination

See Section 10.3.5.

E. Approval Procedures

1. The Zoning Administrator shall notify the applicant in writing within 10 business days of the date the completed plat application is accepted for review of whether he or she will recommend approval, modification, or denial of the proposed plat and agreements, along with a list of any deficiencies and required revisions. The agreements shall be negotiated within the time for approval of the plat, unless the developer voluntarily agrees to an extension of time for plat approval to accommodate finalizing the agreements. No final plat shall be approved until a final purchase agreement and any developer participation agreements have been approved by the City Council.

a. The purchase agreement shall provide that the price of the land shall be either the agreed price or the lesser of the appraised value or a not-to-exceed amount established by the City.

b. In the purchase agreement, the City and the developer may agree to acquisition of less than all linear park land contained within the proposed plat, or to offset linear park fees otherwise due by reducing the equivalent amount of land to be purchased under the agreement, calculated in the manner provided in Section 6.7.2.C. If the City enters into a purchase agreement for the entire linear park tract, no offsets against linear park fees pursuant to the Arlington Park Development Fee Ordinance shall be granted for the linear park land acquired.

c. If the City determines not to enter into the purchase agreement, or if the City otherwise fails to reach agreement with the developer upon the determination by the Zoning Administrator that the plat is

administratively complete, or within the extended time voluntarily agreed to by the developer, the Zoning Administrator shall authorize the filing of a revised plat application to be processed in accordance with Subsection B.2 of this section.

2. If the developer proposes to dedicate or sell less than all linear park land contained within the proposed plat application, as delineated in Park Improvements Plan, he shall offer for dedication as a minimum the amount of park land calculated pursuant to 6.7.2.C, and located in accordance with the criteria in Section 6.7.3, *Linear Park Site Criteria*.

F. Appeals

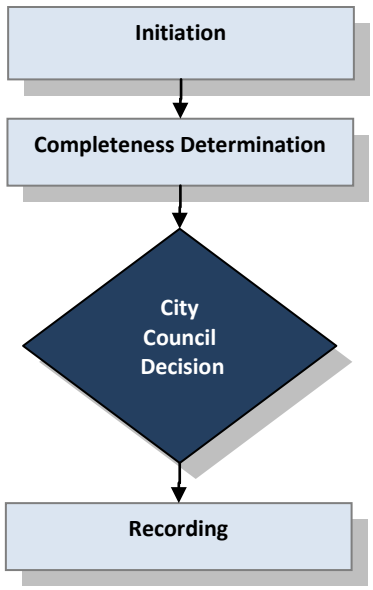
The developer may appeal the initial determination of the Zoning Administrator concerning linear park requirements to the City Council as a reserve authority appeal. If the plat application meets the linear park requirements of Section 6.7.2 and the owner has dedicated or sold to the City linear park land proportional to the needs generated for park land by the proposed subdivision the plat may be approved excluding part of the total linear park land contained in the subdivision from the plat, subject to the City's ability to acquire the excess linear park land as may be needed.

10.4.21. CONVERTING PRIVATE STREETS TO PUBLIC STREETS

A. Applicability

This section establishes procedures for the City to accept private streets as public streets and rights-of-way. The City is not obligated to accept ownership of private streets, and nothing in this section requires the City to accept ownership or maintenance responsibilities for a private street.

Street Ownership Conversion Procedures



B. Initiation

1. The property owners' association or abutting property owners with responsibility to maintain the private streets shall file an application with the Department of Public Works and Transportation to convert street ownership and an offer of dedication.

2. The property owners' association shall provide written notice to all association members. A receipt of the notarized signatures of 100 percent of the association membership or abutting property owners indicating approval shall accompany the application.

3. The application shall include the following:

a. A written evaluation sealed by a registered professional engineer in Texas, qualified in the area of soil mechanics and pavement design, of the pavement construction compared to the City of Arlington current public street standards, including an evaluation of the anticipated service life and maintenance costs of the subject street(s). The above shall be based on a sealed report of core samples of the subject street(s) performed by a geotechnical engineering firm. At a minimum, the geotechnical report shall include pavement thickness and type, the presence, size and spacing of reinforcing steel, and the type and density of subgrade material. The geotechnical engineering firm shall submit a plan showing proposed core locations for City review prior to beginning work.

b. Written confirmation that no utility construction, both City of Arlington and all franchise utility companies, is planned in the next five years for the subject street(s).

c. Evaluation and cost estimate of the following for City review:
   i. Cleaning and sealing of all construction joints using acceptable methods and materials approved by the City.
   ii. The subject street(s) shall be inspected and all needed repairs noted on a map. The repairs shall include all areas that hold water and do not drain properly as well as damaged portions of the roadway or curb and gutter. A detailed cost estimate of the identified repairs shall also be submitted.
   iii. Cost to provide a construction maintenance bond or other surety acceptable to the City of Arlington for a two year period of time should the City agree to accept the street(s) as public.
   iv. Map showing all easements and rights-of-way necessary to be dedicated by separate instrument to convert the subject street(s) to public facilities. A cost estimate for the costs associated with hiring a surveyor to prepare the necessary metes and bounds descriptions shall also be submitted.
   v. The streetlight system shall be evaluated and any repairs or upgrades to meet current City standards shall be listed along with a cost estimate of the work required.
   vi. Map showing any existing gates on the subject street(s) along with a cost estimate for the removal of the gates shall be submitted. Any street repairs needed due to removal of gate apparatus shall be included in the cost estimate.
   vii. Cost estimate to replace street marker blades and any additional signage necessary.

C. Completeness Determination

See Section 10.3.5.

D. Approval Procedures

1. Once a completed application is submitted and reviewed, the application will be submitted to the City Council for consideration. The City Council may consider the application at a regular meeting or conduct a public hearing.

2. The City Council may, at its discretion, approve, conditionally approve, or deny the application. Conditions of approval may include obligations relating to items noted above or any other matter within the City Council's legislative discretion.

3. Upon conditional approval, the applicant must:

a. Hire a prequalified contractor to make all repairs and maintenance noted in the evaluation. The applicant, contractor, and City shall enter into a three-way contract to cover all work to be performed. All work will be inspected by the City. A two year maintenance bond will also be required for the repair work.

b. Hire a contractor or pay the City the cost for any streetlight work needed, as well as the cost for street marker blade and sign replacement.

c. Hire a contractor and obtain necessary building permits for demolition of any gates, guard houses, or any other improvements that must be removed.

d. Submit a metes and bounds description of the right-of-way to be dedicated to the City or submit a replat of the affected properties.

e. Submit an Easement Use Agreement for any privately maintained improvements that are allowed to remain in the dedicated right-of-way.

f. Address any other matter required by the City Council.

E. Withdrawal And Reapplication

See Section 10.3.9.

F. Criteria

As a legislative decision, the decision to grant the petition is subject to the City Council’s discretion.

G. Scope of Approval

See Section 10.3.10. If the City Council approves the application, the City will accept dedication and maintenance responsibility for the streets, from the property owners association, appurtenant property owners, or other legal entities upon completion of the items listed above.

H. Recording

Upon final approval of the application, the right(s)-of-way shall be dedicated to the public either through replatting of the affected properties with the right-of-way shown as public or through execution of a separate instrument. Either option will be filed of record with the Tarrant County Clerk. However, the replatting option will

provide a more transparent transaction for future title searches on affected properties.

10.4.22. ALTERNATIVE EQUIVALENTCOMPLIANCE

A. Purpose

Alternative equivalent compliance is a procedure that allows development to meet the intent of the design-related provisions of this chapter through an alternative design. An alternative equivalent compliance approach is designed to provide flexibility in order to respond to unique site conditions or abutting or surrounding uses, and must not result in reductions in the amount or quality of the particular standard. This procedure is not intended as a substitute for a variance or administrative modification, or as a vehicle for relief from or waiver of the standards in this Code.

B. Applicability

1. The alternative equivalent compliance procedure shall be available only for the following sections of Article 5, *Design and Development Standards*.

a. Section 5.2, *Landscaping;*

b. Section 5.3, *Screening, Buffering and Fences;*

c. Section 5.4, *Off-Street Parking and Loading*: Subsection 5.4.6, *Drive-Through Vehicle Stacking and Noise Reduction Standards;* and Subsection 5.4.9, *Parking Facility Location and Design;*

d. Section 5.5, *Residential Design Standards;*

e. Section 5.6, *Non-residential Design Standards;*

f. Section 5.7, *Mixed-Use Design Standards;*

g. Section 5.8.1, *Entertainment District Overlay*: Subsection C, *Private Realm Design Standards*; and Subsection D, *Public Realm Design Standards;*

h. Section 5.9, *Transportation and Connectivity; and,*

i. Section5.10, *Common Open Space.*

2. The alternative equivalent compliance procedure shall not be used to:

a. Modify the required dimensional standard of a lot;

b. Authorize a land use that is not permitted in the underlying zoning district;

c. Modify the density established for a zoning district; or,

d. Grant a variance to a requirement that is assigned to the authority of the Zoning Board of Adjustment.

C. Pre-Application Conference

An applicant proposing to use alternative equivalent compliance under this section shall request and attend a pre-application conference in accordance with Section 10.3.4.

D. Completeness Determination

See Section 10.3.5.

E. Approval Procedures

1. Action by the Zoning Administrator

The Zoning Administrator shall review the request with the criteria in 5.4.22.F and approve, approve with conditions, or deny the request for alternative equivalent compliance.

2. Action by the Planning and Zoning Commission and City Council

If the Zoning Administrator disapproves a request for alternative equivalent compliance, the applicant may apply for a zoning map amendment or planned development as outlined in Sections 10.4.2 and 10.4.3.

F. Criteria

To grant a request for alternative equivalent compliance, the Zoning Administrator shall find that the following criteria are met:

1. The proposed alternative design is original, innovative, or exceptional, and achieves the intent of the subject design standard to the same or better degree than the subject standard;

2. The proposed alternative design achieves the goals and objectives of the Comprehensive Plan, other relevant plans, and this Code to the same or better degree than the subject standard;

3. The proposed alternative design addresses unique aspects of the site or building, such as infill development or operational characteristics;

4. The proposed alternative design results in benefits to the community that are equivalent to or better than compliance with the subject design standard; and

5. The proposed alternative design imposes no greater effects on adjacent properties than would occur through compliance with specific requirements of Article 5, *Design and Development Standards*.

G. Scope of Approval

1. Alternative equivalent compliance shall apply only to the specific site for which it is requested and does not establish a precedent for assured approval of other requests.

2. Written approval does not authorize any development activity, but rather authorizes the applicant to prepare a commercial site plan and/or building permit application that incorporates the approved alternative equivalent compliance, and authorizes the decision-making body to review the commercial site plan or building permit application for compliance with the approved alternative.

H. Expiration

1. An approved alternative equivalent compliance plan shall expire if one year passes following its approval and no building permit that implements the plan has been issued.

One one-year extension may be issued by the Zoning Administrator provided that a written request has been received prior to the expiration of the plan, and the Zoning Administrator determines that no major changes in the City's development standards, or changes in the development pattern of the surrounding properties, have occurred.

ARTICLE 11. NONCONFORMITIES

11.1. PURPOSE AND GENERAL PROVISIONS

11.1.1. PURPOSE

This chapter governs uses, structures, lots, and other situations that came into existence legally prior to the effective date of this Code or the effective date of future amendments to this Code, but do not comply with or conform to one or more requirements of this Code. All such situations are collectively referred to as "nonconformities".

11.1.2. GENERAL POLICY

While nonconformities may continue, the provisions of this article are designed to curtail substantial investment in nonconformities in order to bring about their eventual improvement or elimination in order to preserve the integrity of this Code and the character of the city. Any nonconforming use, structure, lot, or site condition that becomes nonconforming as a result of any subsequent rezoning or amendment to this text of this Code may be continued or maintained only in accordance with the terms of this article. This article is also intended to reduce vacancies, promote appropriate redevelopment and re-use of existing structures and lots, and set forth requirements.

11.1.3. CONTINUATION PERMITTED

Any nonconformity that legally exists on [DATE], or that becomes nonconforming upon the adoption of any amendments to this Code, may be continued in accordance with the provisions of this article.

11.1.4. DETERMINATION OF NONCONFORMITY STATUS

In all cases, the burden of establishing that any nonconformity is a legal nonconformity shall be solely upon the owner of such nonconformity.

11.1.5. REPAIRS AND MAINTENANCE

Incidental repairs and normal maintenance of nonconformities shall be permitted, unless such repairs increase the extent of nonconformity or are otherwise expressly prohibited by this Code. Structures may be structurally strengthened or restored to a safe condition, in accordance with an official order of a public official.

11.1.6. TENANCY AND OWNERSHIP

The status of a nonconformity is not affected by changes of tenancy, ownership, or management.

11.1.7. EXCEPTION DUE TO VARIANCE OR MODIFICATION

This article shall not apply to any development standard or feature that is the subject of a variance or modification granted by the Zoning Board of Adjustment. Where a variance or modification has been granted for a development standard that does not otherwise conform to the requirements of this Code, that development standard shall be deemed conforming.

11.1.8. ENFORCEMENT OF REQUIREMENTS

The City may withhold necessary permits, inspections, or other approvals to ensure compliance with this article.

11.1.9. NONCONFORMITY DUE TO CITY ACTION

A use, lot, or structure conforming to City ordinance shall not be considered nonconforming in the event the City reduces the size of the lot on which the structure is located by widening an abutting street or through the exercise, or potential exercise, of the City's eminent domain power. Any status claimed under this subsection must be the result of City action only and not otherwise result in a situation that jeopardizes the public health, safety, or welfare. Further, the City's action must make it impossible or highly impracticable for the structure to be brought into conformity with this Code. The right to rebuild or add-on shall not be given to properties described in this subsection. This subsection is intended to provide conforming status for the use, lot, or structure immediately after such City action, only with regard to the following requirements:

A. the amount of square footage removed from the structure's minimum required lot area by the City action;

B. the number of linear feet removed from the structure's minimum required lot depth or width by the City's action;

C. the number of linear feet removed from the structure's minimum required front setback, side setback, or rear setback by the City's action;

D. the number of then existing properly marked parking spaces removed from the structure's minimum required off-street parking by the City's action;

E. the increased percentage of lot coverage directly attributable to the City's action; and,

F. the landscaping requirement.

11.2. NONCONFORMING USES

11.2.1. GENERAL

Any use of land that was legally in existence and nonconforming on the effective date of this Code and has been in regular and continuous use, but which does not conform to the use regulations prescribed by this Code, shall be deemed a nonconforming use.

11.2.2. REGISTRATION OF NONCONFORMING USES

The operator, owner, or occupant of any nonconforming uses of land or buildings shall, within 12 months after the date on which the same became nonconforming, register such nonconforming use by obtaining a certificate of occupancy from the Building Official. The certificate of occupancy (nonconforming) shall be considered as evidence of the legal existence of a nonconforming use, as contrasted to an illegal use or violation of this Code. The Building Official shall maintain a register of all certificates of occupancy issued for nonconforming uses.

11.2.3. CHANGE OF USE

A. A nonconforming use may only be changed to a conforming use allowed in the zoning district in which it is located.

B. Once a nonconforming use is converted to a conforming use, it shall not be changed back to a nonconforming use.

C. A nonconforming use shall not be changed to another nonconforming use.

11.2.4. ENLARGEMENT OR EXTENSION OF NONCONFORMING USE

There shall be no increase in the floor area or the land area devoted to a nonconforming use or other enlargement or extension of a nonconforming use beyond the scope and area of its operation at the time the regulation that made the use nonconforming was adopted.

11.2.5. LOSS OF LEGAL NONCONFORMITY STATUS

A. Abandonment

If a nonconforming use is discontinued or ceases for any reason for a period of more than 180 calendar days, the use shall be considered abandoned. Once abandoned, the legal nonconforming status shall be lost, the right to operate the nonconforming use shall cease, and re-establishment of the nonconforming use shall be prohibited. Any subsequent use of the property shall comply with the regulations of the zoning district in which it is located.

If a nonconforming use is discontinued or ceases, but is re-established within 180 calendar days, then the nonconforming use may continue, provided the nature and degree of the nonconformity will not be changed or increased from that which existed before the nonconforming use was abandoned.

B. Damage or Destruction

1. If the structure in which a nonconforming use is housed, operated, or maintained is destroyed by any means to the extent of more than 50 percent of its fair market value, the use may not be re-established except in compliance with all regulations applicable to the zoning district in which it is located. This shall not be applicable to “auto service center”, “car wash”, and “motor vehicle sales, used” in the GC district.

2. If the structure in which a nonconforming use housed, operated, or maintained is partially destroyed, where the damage does not exceed 50 percent of its fair market value, the nonconforming use may be allowed to continue and the structure may be rebuilt but not enlarged upon approval of a building permit.

C. Action by the Zoning Board of Adjustment

The right to maintain or operate a nonconforming use may be terminated by the Zoning Board of Adjustment in accordance with the provisions of this Code.

11.3. NONCONFORMING LOTS

11.3.1. NONCONFORMING LOTS OF RECORD

No use or structure shall be established on a lot of record that does not conform to the lot area, lot width, or lot depth requirements established in this Code for the zoning district in which it is located, except as otherwise provided for in this section.

11.3.2. SINGLE FAMILY RESIDENTIAL LOTS

A. Lot Size

If a lot of record created by a subdivision plat has less width or area than the minimum requirements of the district in which the lot is located, the standard for width or area shall not prohibit the erection of a detached single-family dwelling or an accessory structure provided that:

1. The lot is at least 50 feet in width and 5,000 square feet in area; or

2. The lot width and area do not vary more than 10 percent from the minimum requirements of the district in which the lot is located.

B. Setbacks

Single-family dwellings with setbacks made nonconforming by the adoption of this Code are exempt from the requirements of this section if the following findings can be made:

1. The proposed addition or alteration will either meet current setback requirements or will not encroach any further into the required setback than the existing structure; and

2. If the proposed alteration or addition is located on the side of the existing dwelling, and there is a minimum distance of 10 feet between the side of the existing structure and the nearest dwelling on the adjoining property.

Single family residential parcels with setbacks made nonconforming by the installation of roadways or other easements/property line adjustments created or enacted by a governmental entity are also exempt from the requirements of this section, and shall not be required to address the finding above.

11.3.3. ADJACENT LOTS IN SINGLE OWNERSHIP

If two or more adjacent and vacant nonconforming lots are in single ownership at any time, and such lots individually have less width or area than the minimum requirements of the district in which such lots are located, then such lots shall be considered in combination and treated as a single lot or several lots that meet the minimum requirements of this Code for the district in which they are located. Any construction, replacement, or enlargement of a dwelling or building shall require a combination or replatting of all necessary lots in order to achieve compliance with the provisions of this Code.

11.4. NONCONFORMING STRUCTURES

11.4.1. GENERAL

A nonconforming structure is a building or structure the size, dimension, design, or location of which was lawful prior to the adoption, revision, or amendment of this Code, but which fails to conform to the requirements of the development regulations applicable to the property by reasons of such adoption, revision, or amendment.

11.4.2. CONTINUATION OF USE

Except where prohibited by this article, a nonconforming structure may be used for any use allowed in the underlying zoning district, including a legal nonconforming use.

11.4.3. MAINTENANCE AND MINOR REPAIR

The maintenance or minor repair of a nonconforming structure is permitted, provided that the maintenance or minor repair does not extend or expand the nonconforming structure. For the purposes of this subsection, "maintenance and minor repair" means:

A. Repairs that are necessary to maintain and to correct any damage or deterioration to the structural soundness or interior appearance of a building or structure without expanding or altering the building or structure;

B. Maintenance of land areas to protect against health hazards and promote the safety of surrounding land uses; and

C. Repairs that are required to remedy unsafe conditions that cause a threat to public safety.

11.4.4. ENLARGEMENT AND EXPANSION

A nonconforming structure in which only permitted uses are operated may be enlarged or expanded if the enlargement or expansion can be made in compliance with all of the provisions of this Code established for structures in the district in which the nonconforming structure is located. Such enlargement or expansion shall also be subject to all other applicable City ordinances.

11.4.5. LOSS OF NONCONFORMING STATUS; DAMAGE OR DESTRUCTION

A. Continuation of Nonconforming Structure

The use of a nonconforming structure may be continued subsequent to the effective date of this Code, provided that such continuance is in accordance with the provisions of this article and all other applicable codes of the City necessary to ensure adequate protection and safety of adjacent property and the users and occupants of such nonconforming structure. However, the right to continue a nonconforming structure shall cease and such use contained therein shall conform to the provisions of this Code under any of the following circumstances:

1. If a nonconforming structure is destroyed by any means to the extent of more than 50 percent of its fair market value, it may not be re-established except in compliance with all regulations applicable to the zoning district in which it is located. This provision shall not apply to single-family dwelling units in residential zoning districts, which may be reconstructed with

substantially the same floor area, provided there is no increase in any other nonconformity.

2. If the nonconforming structure is partially destroyed, where the damage does not exceed 50 percent of its fair market value, the nonconforming structure may be rebuilt but not enlarged upon approval of a building permit.

B. Action by the Zoning Board of Adjustment
The right to maintain or operate a nonconforming structure may be terminated by the Board of Adjustment in accordance with the provisions of this Code.

11.5. AMORTIZATION OF NONCONFORMING USES OR STRUCTURES

11.5.1. INITIATION OF PROCEEDINGS

The Zoning Administrator, the Zoning Board of Adjustment, or the City Council may request the Zoning Board of Adjustment initiate proceedings to amortize a nonconforming land use or structure. All actions to amortize a nonconforming use of land or structure shall be taken with due regard for the investment of the persons affected when considered in the light of the public welfare, the character of the area surrounding the designated nonconforming use, and the conservation and preservation of property.

11.5.2. CONSIDERATION BY ZONING BOARD OF ADJUSTMENT

A. The Zoning Board of Adjustment may require the termination of nonconforming uses of land or structure under a plan whereby the value of the structure and facilities can be amortized within a definite period of time, taking into consideration the general character of the neighborhood and the necessity for all property to conform to the regulations of this Code.

B. Criteria For Determining Amortization Period.
Before the Zoning Board of Adjustment may determine an amortization period, it must consider the following factors:

1. The owner's capital investment in the structures on the property at the time the use became nonconforming.

2. The amount of the investment realized to date and the amount remaining, if any, to be recovered during the amortization period.

3. The life expectancy of the investment.

C. If the Board of Adjustment establishes a termination date for a nonconforming use, the use must cease operations on that date and the owner may not operate it after that date unless it becomes a conforming use.

11.6. ILLEGAL USES

11.6.1. IMMEDIATE TERMINATION OF ILLEGAL USES

A. The violation of any of the provisions of one or more of the following categories or ordinances or requirements shall cause the immediate termination of the right to operate such nonconforming use:

1. Constructing, maintaining, or operating a use conducted in, or associated with, a building or structure erected without a permit from the City;

2. Operating a use or occupying a building or structure without a valid Certificate of Occupancy from the City;

3. Operating a use in violation of a valid Certificate of Occupancy;

4. Unlawful expansion of a nonconforming use or nonconforming structure;

5. Unlawful outside display or storage in required parking spaces;

6. Violation of any provision of a federal or state statute with respect to a nonconforming use;

7. Violation of any provision of an ordinance of the City with respect to a nonconforming use.

B. It is the clear intent of this subsection that nonconforming uses that operate unlawfully shall be considered illegal uses. Illegal uses shall not be considered nonconforming regardless of remedial measures taken to resurrect nonconforming status.

C. For purposes of this subsection, the term "violation" shall mean a final finding by a court of record that an ordinance has been violated.

ARTICLE 12. DEFINITIONS

12.1. GENERAL RULES OF INTERPRETATION

Unless the context clearly indicates otherwise, the following rules shall apply in interpreting the terms and provisions of this article.

12.1.1. MEANINGS AND INTENT

All provisions, terms, phrases, and expressions contained in this Code shall be construed according to the general purposes set forth in Section 1.4, *Purpose and Intent*, and the specific purpose statements set forth throughout this Code. When, in any specific section of this Code, a different meaning is given for a term defined for general purposes in this article, the specific section's meaning and application of the term shall control.

12.1.2. HEADINGS, ILLUSTRATIONS, AND TEXT

In the event of a conflict or inconsistency between the text of this Code and any heading, caption, figure, illustration, table, or map, the text shall control.

12.1.3. LISTS AND EXAMPLES

Unless otherwise specifically indicated, lists of items or examples that use terms such as "for example," "including," and "such as," or similar language are intended to provide examples and are not exhaustive lists of all possibilities.

12.1.4. COMPUTATION OF TIME

The time in which an act is to be done shall be computed by excluding the first day and including the last day. If a deadline or required date of action falls on a Saturday, Sunday, or holiday observed by the City, the deadline or required date of action shall be the next day that is not a Saturday, Sunday, or holiday observed by the City. References to days are calendar days unless otherwise stated.

12.1.5. REFERENCES TO OTHER REGULATIONS/PUBLICATIONS

Whenever reference is made to a resolution, ordinance, statute, regulation, or document, it shall be construed as a reference to the most recent edition of such regulation, resolution, ordinance, statute, regulation, or document, unless otherwise specifically stated.

12.1.6. DELEGATION OF AUTHORITY

Any act authorized by this Code to be carried out by a specific official of the City may be carried out by a designee of such official.

12.1.7. TECHNICAL AND NON-TECHNICAL TERMS

Words and phrases shall be construed according to the common and approved usage of the language, but technical words and phrases that may have acquired a peculiar and appropriate meaning in law shall be construed and understood according to such meaning.

12.1.8. PUBLIC OFFICIALS AND AGENCIES

All public officials, bodies, and agencies to which references are made are those of the City of Arlington unless otherwise indicated.

12.1.9. MANDATORY AND DISCRETIONARY TERMS

The words “shall,” “must,” and “will” are mandatory in nature, establishing an obligation or duty to comply with the particular provision. The words “may” and “should” are permissive in nature.

12.1.10. SYNOMOUS TERMS

Unless otherwise specified:

A. The word “building” includes the word “structure” and the word “structure” includes the word “building”;

B. The word “lot” includes the words “building site,” “parcel”, “plot,” or “tract”; and

C. The phrase “used for” shall include the phrases “arranged for,” “designed for,” “intended for,” “maintained for,” “occupied for,” and shall apply exclusively to physically existing uses.

12.1.11. CONJUNCTIONS

Unless the context clearly suggests the contrary, conjunctions shall be interpreted as follows:

A. “And” indicates that all connected items, conditions, provisions, or events apply; and

B. “Or” indicates that one or more of the connected items, conditions, provisions, or events apply.

12.1.12. TENSES, PLURALS, AND GENDER

Words used in the present tense include the future tense. Words used in the singular number include the plural number and the plural number includes the singular number, unless the context of the particular usage clearly indicates otherwise. Words used in the masculine gender include the feminine gender, and vice versa.

12.1.13. UNDEFINED TERMS

For words not defined in this article, refer to Webster's Dictionary.

12.2. INTERPRETATIONS

The Zoning Administrator has final authority to determine the interpretation or usage of terms used in this Code. Any person may request an interpretation of any term by submitting a written request to the Zoning Administrator, who shall respond in writing within 30 days. When interpreting and applying the provisions of this Code, such provisions shall be held to be the minimum requirements for the promotion of the public health, safety, convenience, comfort, and general welfare. Nothing in this Code

shall be construed as repealing any existing ordinance regulating nuisances or as permitting or requiring uses that are now prohibited by law.

12.3. DEFINITIONS OF GENERAL LAND USE CATEGORIES AND SPECIFIC USE TYPES

This section defines the general use categories and specific use types listed in the tables of allowed uses in Section 3.1, the tables of allowed accessory uses in Section 3.3, and the tables of allowed temporary uses in Section 3.4.

12.3.1. RESIDENTIAL USES

A. Household Living

This use category is characterized by residential occupancy of a dwelling unit by a household. Tenancy is arranged on a month-to-month or longer basis (lodging where tenancy may be arranged for a period of less than 30 days is classified under the "Lodging Facilities" category). Common accessory uses include recreational activities, raising of pets, gardens, personal storage buildings, hobbies, and parking of the occupants' vehicles. Specific use types include:

1. Dwelling, Duplex

A detached house on a single lot designed for and occupied exclusively as the residence of not more than two families, each living as an independent housekeeping unit.

2. Dwelling, Live/Work

A structure or portion of a structure: (1) that combines a commercial or manufacturing activity that is allowed in the zone with a residential living space for the owner of the commercial or manufacturing business, or the owner's employee, and that person's household; (2) where the resident owner or employee of the business is responsible for the commercial or manufacturing activity performed; and (3) where the commercial or manufacturing activity conducted takes place subject to a valid business license associated with the premises.

3. Dwelling, Multi-Family

A dwelling or group of dwellings on one lot containing separate living units for three or more families, but which may have joint services or facilities.

4. Dwelling, Single-Family Detached

A detached dwelling having accommodations for and occupied by only one family, and that is not attached to any other dwelling by any means, and is surrounding by open space or yards. This definition does not include mobile homes or manufactured homes.

5. Dwelling, Townhouse

A building that has two or more single-family dwelling units erected in a row as a single building on adjoining lots, each unit being separated from the adjoining unit(s) by a fire wall along the dividing lot line, and each such

building being separated from any other building by space on all sides. Each individual townhouse unit has individual front and rear access to the outside. Townhouse units are typically surrounded by common areas owned and maintained by a property owners association.

6. HUD-Code Manufactured Home | Mobile Home

A structure defined by and subject to the requirements of the Texas Manufactured Housing Standards Act, as amended, as defined by the "Construction" Chapter of the Code of the City of Arlington. This definition includes the terms "manufactured home" and "manufactured housing."

B. Group Living

This category is characterized by residential occupancy of a structure by a group of people who do not meet the definition of "Household Living." Tenancy is arranged on a monthly or longer basis, and the size of the group may be larger than a family. Generally, Group Living structures have a common eating area for residents. The residents may receive care, training, or treatment, and caregivers may or may not also reside at the site. Accessory uses commonly include recreational facilities and vehicle parking for occupants and staff. Specific use types include:

1. Assisted Living Facility

An establishment, licensed by the State of Texas, that furnishes, in one or more facilities, food and shelter to four or more persons who are unrelated to the proprietor of the establishment, and provides personal care services as defined by the State of Texas.

2. Boarding House | Fraternity or Sorority House | Private Dorm

A "boarding house" is a residential structure that provides lodging on a temporary basis for five or more persons, with or without meals, and does not provide for cooking in any room occupied by a paying guest. A "fraternity or sorority house" is a facility or area used for a meeting place and which maintains sleeping accommodations for its members. A "private dorm" is a facility or area owned and/or operated by an educational institution that provides group living quarters for individuals associated with the institution.

3. Community Home for Disabled Persons

A community-based residential home as defined and regulated by Chapter 123, Human Resources Code, of the Texas state statutes.

4. Foster Family Home

A child-care facility that provides care for not more than six children for 24 hours a day, as defined and regulated by Chapter 42, Human Resources Code, of the Texas state statutes.

5. Foster Group Home

A child-care facility that provides care for 7 to 12 children for 24 hours a day, as defined and regulated by Chapter 42, Human Resources Code, of the Texas state statutes.

6. Halfway House

A facility for the housing, rehabilitation, and training of persons on probation or parole from correctional institutions, or other persons found guilty of criminal offenses.

7. Independent Senior Living Facility

A facility containing dwelling units, accessory uses, and support services specifically designed for occupancy by persons 60 years of age or older. Such facilities may include accommodations for people who are fully ambulatory or who require no medical or personal assistance or supervision, as well as accommodations for people who require only limited or intermittent medical or personal assistance.

8. Nursing Home

A facility or area furnishing food and shelter in single or multiple facilities to five or more persons who are not related by blood, marriage, or adoption to the owner or proprietor of the establishment. In addition, the facility provides minor treatment under the direction and supervision of a physician, or provides a service which meets some need beyond the basic provision of food, shelter, and laundry.

12.3.2. PUBLIC, INSTITUTIONAL, AND CIVIC USES

A. Community And Cultural Facilities

Buildings, structures, or facilities owned, operated, or occupied by a governmental entity or nonprofit organization to provide a service to the public. Specific use types include:

1. Art Gallery or Museum

A facility or area that is open to the public and is intended for the acquisition, preservation, study, and exhibition of works of artistic, historical, cultural, or scientific value.

2. Correctional Facility

A facility for the judicially-required detention or incarceration of people, where inmates and detainees are under 24-hour supervision by professionals, except when on approved leave. If the use otherwise complies with this definition, a correctional facility may include, for example, prison, jail, or probation facility. This term does not include a juvenile detention facility.

3. Domestic Violence Shelter

A residential facility that receives and houses persons who are victims of domestic violence, including dependents of the victim, to provide temporary boarding, lodging, counseling, and day care. The facility shall meet all certification requirements of the State of Texas.

4. Emergency Shelter

A facility or area providing temporary housing and ancillary services for one or more individuals who are otherwise homeless. For purposes of this definition, a "domestic violence shelter" is not considered an emergency shelter.

5. Government Administration and Civic Buildings

An office of a governmental agency that provides administrative and/or direct services to the public, such as, but not limited to: post offices, employment offices, libraries, museums, police and fire stations, or motor vehicle licensing and registration services. This use does not include utilities as defined elsewhere in this Code.

6. Mortuary | Crematory | Funeral Chapel

A "mortuary" is facility in which dead bodies are prepared for burial. A "crematory" is a structure containing a retort used or intended to be used for the cremation of human remains. A "funeral chapel" is a facility in which funeral services are conducted, and may contain a mortuary and/or crematory.

7. Philanthropic Institution (other than listed)

Any organization operating under a nonprofit charter, the activities of which are devoted exclusively to charitable, benevolent, patriotic, employment-related, or educational purposes not currently listed elsewhere in this Code.

8. Religious Assembly

A facility or area for people to gather together for public worship, religious training, or other religious activities including a church, temple, mosque, synagogue, convent, monastery, or other structure, together with its accessory structures, including a parsonage or rectory. This use does not include home meetings or other religious activities conducted in a privately occupied residence. Accessory uses may include meeting rooms and childcare provided for persons while they are attending assembly functions. Schools and other child care services are not accessory uses and shall require approval as separate principal uses.

B. Educational Facilities

Public, private, and parochial institutions at the primary, elementary, middle, high school, or post-secondary level, or trade or business schools, that provide educational instruction to students. Accessory uses include play areas, cafeterias,

recreational and sport facilities, auditoriums, and before- or after-school day care. Specific use types include:

1. Business School
A facility or area for instruction and training in secretarial and related office skills, cosmetology, commercial art, computer software, cooking, and similar training.

2. Public or Private School
An educational institution, attendance at which satisfies the compulsory education laws of the State of Texas. A facility or area for pre-kindergartens, kindergartens, elementary, or secondary education supported by a public, church, or parish organization. This definition may include after-school and summer programs which coincide with the age brackets for public and private schools as provided in this Code.

3. Trade School
A facility or area for instruction and training in trades or crafts such as auto repair, welding, bricklaying, machinery operation, or other similar trades or crafts. For purposes of this definition, this use differs from business school in that large equipment and outdoor activities are generally associated with trade schools.

4. University | College | Seminary
An academic institution of higher learning beyond the level of secondary school. A seminary is an institution for the training of candidates for the priesthood, ministry, or rabbinate.

C. Health Care Facilities
Health Care Facilities are characterized by activities focusing on medical services, particularly licensed public or private institutions that provide primary health services and medical or surgical care to persons suffering from illness, disease, injury, or other physical or mental conditions. Accessory uses may include laboratories, outpatient, or training facilities, and parking, or other amenities primarily for the use of employees in the firm or building. Specific use types include:

1. Hospital
A facility or area for providing health services primarily for human in-patient medical or surgical care for the sick or injured and including related facilities such as laboratories, out-patient departments, training facilities, central services facilities, and staff offices that are an integral part of the facilities.

2. Hospital, Psychiatric
A facility or area for providing health services primarily for in-patient medical care for alcoholic, narcotic, or psychopathic patients and including related facilities such as laboratories, out-patient departments, training

facilities, central services facilities, and staff offices that are an integral part of the facilities.

3. Medical or Dental Office or Clinic

An establishment primarily engaged in furnishing, on an outpatient basis, chiropractic, dental, medical, surgical, medical imaging, or other services to individuals, including the offices of chiropractors, physicians, dentists, and other health practitioners, medical and dental laboratories, outpatient care, and outpatient care facilities. Patients are not kept overnight except under emergency conditions.

D. Park and Open Space

Park and open space uses focus on natural areas, large areas consisting mostly of vegetative landscaping or outdoor recreation, community gardens, or public squares. Lands tend to have few structures. Accessory uses may include clubhouses, playgrounds, maintenance facilities, concessions, caretaker's quarters, and parking. Specific use types include:

1. Cemetery

A facility or area used or intended to be used for the interment or burial of the dead, including graveyard, burial park, mausoleum, columbarium, or any other area containing one or more graves.

2. Community Garden

A facility for cultivation of fruits, flowers, vegetables, or ornamental plants by more than one person or family.

3. Public Park or Playground

A facility or area for recreational, cultural, or aesthetic use owned or operated by a public agency and available to the general public. This definition may include, but is not limited to, lawns, decorative plantings, walkways, active and passive recreation areas, playgrounds, fountains, swimming pools, pavilions, wooded areas, and water courses.

12.3.3. COMMERCIAL USES

A. Agriculture

The use of land for purposes including farming, dairying, pasturage, horticulture, animal and poultry husbandry, and the necessary accessory uses for treating or storing of farm products and parking of equipment. Specific use types include:

1. Animal Production

A facility or area for raising animals (including fish and birds) and the development of animal products, such as meat, fur, or eggs, on a commercial basis. Typical uses include beef, horse, or sheep ranching; piggeries; poultry; dairy; and fish farming. This use does not include raising animals to sell as pets.

2. Crop Production

An area for raising or harvesting agricultural crops such as wheat, field forage, and other plant crops intended to provide food or fiber.

B. Animal-Related Services

The boarding and care of animals on a commercial basis. Accessory uses may include confinement facilities for animals, parking, and storage areas. Specific use types include:

1. Kennel, Commercial

A facility or area for keeping four or more dogs, cats, or other household pets, as specified in the "Animals" chapter of the Code of the City of Arlington; or where grooming, breeding, boarding, training, or selling of animals is conducted as a business. This definition does not include a veterinary clinic (as defined in this Code), a pet store, or an animal grooming shop.

2. Stables, Commercial

A facility or area where horses, mules, or other domestic animals are kept, housed, boarded, lodged, fed, hired, trained, sold, or bred as a commercial activity. The definition includes accessory uses such as riding lessons, clinics, and similar activities.

3. Veterinary Clinic

A facility for the diagnosis, treatment, or hospitalization of animals. The incidental boarding or breeding of animals is included in this definition.

C. Auto Sales, Equipment, and Repair

This category includes a broad range of uses for the maintenance, sale, or rental of motor vehicles and related equipment. Accessory uses may include incidental repair, storage, and offices. Specific use types include:

1. Auto Service Center

A facility or area for the servicing and minor repair of motor vehicles within enclosed service bays or stalls. Typical services include the retail sale and dispensing of lubricating oils, tires, filters, and other limited repair and maintenance work including the replacement of new or reconditioned parts in motorized vehicles of 10,000 pounds or less gross vehicle weight. This definition includes quick-lube shops and tire shops, but does not include any operation included in the definition of "Auto Repair Garage, Major."

2. Auto Repair Garage, Major

A facility or area for one or more of the following activities:

a. Reconditioning of any type of motorized vehicle, including any repairs made to vehicles over 10,000 pounds gross vehicle weight.

b. Collision services, including body, frame, or fender straightening or repair.

c. Overall painting of vehicles or painting of vehicles in a paint shop or paint booth.

d. Dismantling of motorized vehicles in an enclosed structure.

3. Car Wash

A facility or area for the cleaning or steam cleaning, washing, polishing, or waxing of passenger vehicles by machine or hand-operated facilities. A car wash may be:

a. A single unit type that has a single bay or a group of single bays with each bay to accommodate one vehicle only; or

b. A tunnel type that allows washing of multiple vehicles in a tandem arrangement while moving through the structure.

4. Gasoline Sales

A facility or area for the retail sale of motor vehicle fuel dispensed from pumps.

5. Motor Vehicle Rental

A facility for the rental of new or used motor vehicles. Motor vehicles kept on the lot for rental purposes are not considered to be outside storage.

6. Motor Vehicle Sales, New

A motor vehicle retail establishment operated by a franchised dealer. A "franchised dealer" means a person who holds a franchised motor vehicle dealer's license issued under the Texas Transportation Code, and is engaged in the business of buying, selling, or exchanging new motor vehicles and servicing or repairing motor vehicles under a manufacturer's warranty at an established and permanent place of business under a franchise in effect with a manufacturer or distributor. For purposes of this definition, motor vehicles are not considered outside storage. Accessory uses may include the sale of used motor vehicles, auto service, and auto repair activities, as defined elsewhere in this Code.

7. Motor Vehicle Sales, Used

An establishment operated by a nonfranchised or independent dealer, and is engaged in the business of selling used motor vehicles. A "used motor vehicle" is a vehicle that has been sold to a retail customer for purposes other than resale.

8. Parking Garage

A structure for parking that is operated as a business enterprise by charging the public a fee, and is not reserved or required to accommodate

occupants, clients, customers, or employees of a particular establishment or premises.

D. Financial Services

Establishments that provide retail banking services, mortgage lending, and similar financial services to individuals and businesses. This classification includes those institutions engaged in the on-site circulation of cash money and check-cashing facilities, but does not include bail bond brokers or pawn shops. Accessory uses may include automatic teller machines, drive-through service, offices, and parking.

E. Food and Beverage Services

Businesses that serve prepared food or beverages for consumption on or off the premises. Accessory uses may include food preparation areas, offices, and parking. Specific use types include:

1. Bar

An establishment, licensed by the State for the sale of alcoholic beverages, that derives more than 75 percent of the establishment's gross revenue from the on-premise sale of alcoholic beverages for on-premise consumption.

a. For purposes of this Code, any establishment that sells or serves alcoholic beverages in quantities that exceed 75 percent of the establishment's gross revenue shall be defined as a "bar."

b. For purposes of this definition, "gross revenue" shall be calculated using the normal selling price of all items of food and alcoholic beverages served in the establishment and shall reflect the price normally charged for such items in the particular establishment for which the gross revenue figure is calculated, whether such items is actually sold at normal selling price, below normal entrance fee, or other consideration paid. Reduced prices charged during promotions, happy hours, and other occasions when drinks are sold at reduced prices or served at no charge, shall not be considered "normal selling price" for calculation of gross revenue.

2. Catering Service

A food establishment without on-site banquet facilities that provides, prepares, and/or serves food at off-site locations for groups, where all food and service expenses are paid by the group and not for individual sale.

3. Restaurant

A food establishment that is open to the public, where food and beverages are prepared, served, and consumed primarily within the principal building. Accessory uses may include an outdoor dining area or sidewalk café. The use may or may not have a drive-through facility, depending upon the zoning district requirements.

4. Restaurant, take-out and delivery only

A food establishment that is open to the public, where food and beverages are prepared primarily for carry-out by the consumer or delivery by the establishment and not for consumption on the premises. This classification may include ice cream shops, pizza delivery, specialty food and beverage shops, or baked goods shops. This classification does not include mobile food establishments.

5. Sidewalk Cafe

Any outdoor eating and/or drinking area located on a public sidewalk or parkway and containing removable tables, chairs, planters, or related appurtenances.

F. Lodging Facilities

For-profit facilities where lodging, meals, and the like are provided to transient visitors and guests for a defined period. Specific use types include:

1. Bed and Breakfast Inn

A house, or portion thereof, used by the record owner of the property and who is also a resident of the property, and where short-term lodging rooms and meals are provided.

2. Hotel, Full Service

A building or group of buildings providing transient lodging accommodations to the general public for compensation, where each guest room is accessed from an interior corridor, and that includes ancillary facilities and services such as restaurants, meeting rooms, personal services, recreational facilities, daily housekeeping service, and 24-hour front desk service.

3. Hotel, Limited Service

A building or group of buildings designed for and occupied as a temporary dwelling place and that is not classified as a full service hotel or residence hotel.

4. Overnight Parking Facility

An area within a major sports complex for locating, establishing, or maintaining sites available for overnight parking of motor vehicles, recreational vehicles, pickup coaches, and travel trailers of the general public, which may be used as temporary living quarters by persons attending one or more events at a major sports complex.

5. Residence Hotel

Any hotel that offers more than five percent of its rental units for stays extending 30 consecutive days or more, or a multi-dwelling unit extended-stay lodging facility consisting of efficiency units or suites with a complete kitchen suitable for long-term (30 days or more) occupancy. Accessory uses

include meeting rooms, clubhouse, and recreational facilities intended for the use of residents and their guests. This definition shall not include other dwelling units as defined by this Code.

6. Trailer Camp | RV Park

An area for locating, establishing, or maintaining one or more sites for occupancy by recreational vehicles of the general public as temporary living quarters for recreation or vacation purposes. The area is intended for use on a temporary basis by campers, vacationers, and travelers.

G. Office, Business and Professional

A facility that provides executive, management, administrative, or professional services not specifically listed elsewhere in this Code, but not involving the sale of merchandise except as incidental to a permitted use. Typical examples include real estate, insurance, property management, investment, employment, travel, advertising, law, architecture, design, engineering, accounting, call centers, and similar offices. Accessory uses may include cafeterias, health facilities, parking, or other amenities primarily for the use of employees in the firm or building.

1. Telemarketing Call Center

An office primarily engaged in the making and receiving large numbers of telephone calls for purposes such as customer support, information inquiries, and/or product sales and services. The sale of goods or services to the public does not take place on the premises, and products are not stored at or on the premises.

H. Personal Services

Establishments that provide individual services related to personal needs directly to customers at the site of the business, or that receive goods from or return goods to the customer, which have been treated or processed at that location or another location. Specific use types include:

1. Bail Bond Service

An establishment that solicits, negotiates, and executes bonds or other security to guarantee the appearance in court of a person accused of a crime.

2. Day Care Center

A facility or area licensed, certified, or registered by the State to provide daytime care, training, education, custody, treatment, or supervision to more than six children, adults, or elderly in a family setting for less than twenty-four hours a day, whether for compensation or not. This definition shall not include kindergartens, pre-kindergartens, and schools listed elsewhere in this Code.

3. General Personal Services (Other Than Listed)

An establishment, whether for compensation or not, that provides care, advice, aid, maintenance, repair, treatment, or assistance, not including the

practice of a profession and the wholesale or retail sale of goods. Typical examples include barber/beauty shop, spa/salon, shoe repair, tailor, laundry or dry cleaning services, handcrafted or instructional arts studio, photography studio, safe deposit boxes, travel bureau, house cleaning services, weight reduction centers, florist (excluding greenhouses), or pet grooming shop. Boarding is not an incidental use to pet shops or pet grooming shops.

4. Massage Therapy Clinic

Any building, room, place, or establishment other than where regularly licensed non-medical or non-surgical manipulative exercises or devices are practiced upon the human body manually or otherwise by a licensed massage therapist, physician, surgeon, dentist, occupational or physical therapist, chiropractor, or osteopath, with or without the use of therapeutic, electrical, mechanical, or bathing devices.

5. Tattoo Parlor or Piercing Studio

An establishment whose principal business activity, either in terms of operation or as held out to the public, is the practice of one or more of the following: (1) placing of designs, letters, figures, symbols, or other marks upon or under the skin of any person, using ink or other substances that result in the permanent coloration of the skin, by means of the use of needles or other instruments designed to contact or puncture the skin; (2) creation of an opening in the body of a person for the purpose of inserting jewelry or other decoration.

I. Recreation and Entertainment, Indoor

Uses that provide recreation or entertainment activities within an enclosed environment. Accessory uses may include concessions, snack bars, parking, and maintenance facilities. Specific use types include:

1. Banquet Hall

An establishment that is leased on a temporary basis before the day of the event by individuals or groups who reserve the facility to accommodate private functions, including, but not limited to, banquets, weddings, anniversaries, receptions, business and organizational meetings, and other similar functions, to which the general public is not admitted and for which no admission charge is imposed. Such establishments may include kitchen facilities for the preparation of food or catering of food and areas for dancing, dining, and other entertainment activities that customarily occur in association with banquets, weddings, or receptions.

2. Bingo Parlor

A facility open to the public and used primarily for the conduct of bingo games.

3. Billiard Parlor

A business establishment maintaining 3 or more pool or billiards tables on the premises for use by its customers, and such that the playing of pool or billiards is the primary use of the establishment.

4. Bowling Alley

An indoor facility that devotes more than 50 percent of its gross floor area to bowling lanes, equipment, and playing area.

5. Game Room

A building, facility, or other place that contains one or more mechanical or electronic machines or equipment that provides the user with an opportunity to receive something of value other than a right to replay and in which credits, or the equivalent thereof, are accumulated when: a particular configuration of like symbols is displayed in a random fashion by the machine; or a combination of cards is arrived at and valued in a traditional hierarchy or points assigned for purposes of poker or blackjack.

6. Gun Range (Indoor)

A structure specially designed for the safe discharge and use of handguns, rifles, or other firearms for the purpose of sport-shooting or military/law enforcement training.

7. Nightclub

An establishment, facility, or room that offers or provides entertainment of any kind for remuneration, whether through fees, ticket sales, cover charges, membership, dues, or portion of funds generated in any other manner, usually collected at the time of customer entry into the establishment. Such establishments may provide accommodations for patron dancing; dispense alcoholic beverages for consumption on the premises; provide live, recorded, or televised music or comedy performances; and/or serve food as an ancillary service.

"Nightclub" shall not include indoor theaters, auditoriums and stadiums with fixed row seating, private clubs, bars, teen clubs, banquet halls, or establishments defined elsewhere in this Code or other City codes as a sexually oriented business.

8. Private Club | Lodge | Fraternal Organization

A "private club" is private quarters for a private organization, a principal purpose of which is the preparation and service of food and/or drink for members and their guests only. A "lodge or fraternal organization" is a facility or area for a special purpose organization or for the sharing of sports, arts, literature, politics, or other similar interests, but not primarily for profit or to render a service that is customarily carried on as a business, excluding churches, synagogues, or other houses of worship or religious assembly.

9. Recreation, Indoor (Other Than Listed)

A facility or area for sport, entertainment, games of skill, or recreation to the general public for a fee where the activity takes place within an enclosed structure. Examples include but are not limited to, gymnasium or indoor arena; basketball, handball, and tennis courts; hockey rinks; swimming pools; physical fitness centers; and amusement devices.

For the purpose of this definition, "amusement devices" mean the following:

a. Any mechanical or electronic machines or equipment that, upon the insertion of a coin, slug, token, plat, disc, card, or upon the payment of any consideration, may be operated by the public generally for use as games of skill for interactive amusement, whether or not registering a score.

b. Amusement devices shall include, but not be limited to, video games, computer games, pinball machines, foosball machines, billiard or pool tables, arcade games, and similar activities.

c. Amusement devices shall not include games of chance; gambling-like device versions of bingo, keno, blackjack, lottery, roulette, video poker, eight-liners or similar electronic, electromechanical, or mechanical games, or facsimiles thereof; children's rides; or jukeboxes or similar electronic or mechanical music machines that do not involve games of skill for interactive amusement.

10. Skating Rink

A facility open to the public and used primarily for the conduct of ice or roller skating.

11. Teen Club

An establishment providing live entertainment or dancing as a substantial part of the business in which teenagers regularly gather, whether admission is by a set admission charge, the donation of money, or no charge. Teen club does not include places operated by government entities, schools, or religious institutions.

12. Theatre, Indoor

A structure that is open to the public and is used for dramatic, operatic, musical, motion picture, or other performance or entertainment-related activities, where admission is charged per performance or event, and where there is no audience participation other than as spectators. Such establishments may include incidental services such as food and beverage sales and other concessions.

13. Wedding Chapel

An establishment that primarily provides the facilities and services for weddings on a commercial basis. This definition does not include religious institutions and similar congregations where weddings are an ancillary use.

J. Recreation and Entertainment, Outdoor

Uses that provide recreation or entertainment activities outside of an enclosed environment. Accessory uses may include concessions, snack bars, parking, and maintenance facilities. Specific use types include:

1. Country Club

A facility or area laid out for recreational, athletic, and social purposes, with limited membership, and the use of which is primarily restricted to members and their guests. A golf course may be included as an additional principal use. Accessory uses may include retail sales, a club house, and other recreational facilities.

2. Golf Course

A tract of land laid out with a course having nine or more holes for the playing of golf, including any accessory clubhouse, driving range, offices, restaurant, concession stand, picnic tables, pro shop, maintenance facilities, or similar accessory uses or structures.

3. Gun Club, Skeet, or Target Range (Outdoor)

A facility or area for the sport of shooting at targets to test accuracy in rifle, pistol, or archery practice, owned or operated by a corporation, association, or persons, and conducted outside of an enclosed structure.

4. Major Tourist Attraction

A site of 12 acres or more with a minimum of 1,000 feet of frontage on an interstate highway or frontage road, devoted to a single use as an amusement theme attraction, park, or stadium which promotes the tourism interests of the City. This definition also includes a municipally-owned convention center or a major sports complex with no acreage or freeway frontage requirement.

5. Recreation, General Outdoor (Other Than Listed)

A commercial establishment, open to the general public, that contains outdoor amusement rides and facilities, such as miniature golf courses, basketball or tennis courts, baseball or soccer fields, go-cart race tracks, playgrounds, and/or outdoor motion picture theaters. Such establishments may include structures and buildings where there are various amusement devices, facilities for shows and entertainment, rides, and/or booths for the conduct of games, sale of merchandise, and/or sale of food and beverages.

6. Marina

A facility or area for storing, servicing, fueling, berthing, and security and launching of private pleasure craft, and may include the sale of fuel and incidental supplies for the boat owners, crews, and guests.

K. Retail (Sales)

Retail sales firms are involved in the sale, lease, or rent of new or used products to the general public. Accessory uses may include offices, parking, storage of goods, and assembly, repackaging, or repair of goods for on-site sale. Specific use types include:

1. Boat and Accessory Sales, Rental and Service

A marine retail sales and service use in which boats and accessories are rented, sold, or serviced.

2. Building and Landscaping Materials and Lumber Sales

A facility for the retail sale of home, lawn, and garden supplies, and construction materials such as brick, lumber, and other similar materials.

3. Farmer's Market

The retail sale of farm products by individual vendors within a building permanently enclosed by walls and a roof for the primary purpose of selling fruits, vegetables, herbs, spices, edible seeds, nuts, live plants, flowers, and honey. Sale of new and used household goods, personal effects, tools, art work, small household appliances, and similar merchandise is not included in this definition.

4. General Retail Store (Other Than Listed)

A facility or area for the retail sale of general merchandise or food to the public for direct consumption and not for wholesale. Typical general merchandise includes clothing and other apparel; equipment for hobbies or sports; gifts; flowers and household plants; dry goods; groceries, convenience, and specialty foods; toys; furniture; books and stationery; pets; drugs; hardware; and similar consumer goods. This use does not include uses in this article specifically listed.

5. Firearm Sales

A retail store used for the sale, vending, dealing, exchange, or transfer, of firearms, with or without the sale of ammunition and/or firearm accessories.

6. Nursery ,Garden Shop, or Plant Sales

A facility or area for the growing, display, or sale of plant stock, seeds, or other horticulture items. This use may include raising plants outdoors or in greenhouses for sale either as food or for use in landscaping. Examples include but are not limited to nurseries, flower raising, orchards, or vineyards.

7. Open-Air Vending

The sale of any merchandise or goods from an outdoor location upon privately-owned property not within any permanent building or structure designed for the sale of such goods. The term "open air vending" shall specifically include the sale of merchandise or goods from "stands," "kiosks," "stalls," "vehicles," "tents", and all other sales not within a permanent structure. The term "sale" is herein defined as the actual transfer of goods or merchandise. The term open-air vending, however, shall not include activities included in the "Door-to-Door Selling" Chapter of the Code of the City of Arlington.

8. Package Liquor Store

An establishment licensed by the State for the retail sale of liquor, malt, and vinous liquors for off-premise consumption.

9. Pawn Shop

A building or premise (other than a bank, savings and loan, or mortgage banking company) used for the business of lending money on the security of pledged goods, or for the business of the purchase of tangible personal property on condition that it may be redeemed or repurchased by the seller for a fixed price within a fixed period of time.

10. Second-Hand Goods Store

Establishment for the sale of any goods, materials, or other articles of merchandise that are not new. This definition includes items that have been used or worn previously by another, consignment stores, antique malls, and "cash for gold" businesses.

11. Specialty Paraphernalia Sales

Establishment where the primary use of the building or lease space includes any one or any combination of the following: the sale of cigarette papers, bongs, or other smoking accessories. This definition shall include head shops. This definition shall not include massage therapy clinics, acupuncture clinics, retail tobacco shops, or cigar or cigarette shops.

12. Swimming Pool, Spa, and Accessory Sales and Service

A facility or area for the sales, general repair, and maintenance of swimming pools or spas and accessories, including but not limited to outdoor furniture, mechanical equipment, and chemicals.

L. Sexually Oriented Business

A sexually oriented business shall be as defined in the "Sexually Oriented Business" chapter of the Code of the City of Arlington.

12.3.4. INDUSTRIAL USES

A. Industrial Service

Industrial service firms are engaged in the repair or servicing of agricultural, industrial, business, or consumer machinery, equipment, products, or by-products. Contractors and similar uses perform services off-site. Few customers come to the site. Accessory activities may include sales, offices, parking, and storage. Specific use types include, but are not limited to:

1. Building Maintenance Sales and Service

A facility or area for contracting services such as building repair and maintenance; the installation of plumbing, electrical, air conditioning, and heating equipment; janitorial services; and exterminating services. The retail sale of supplies is permitted as an accessory use.

2. Cleaners, Commercial

A facility or area for cleaning items in bulk quantities such as clothes and linens. This definition includes cleaning for hospitals, restaurants, hotels, diaper cleaning services, and other similar accounts, as well as rug and dry cleaning plants where on-premise retail services to individual households are incidental to the operation of the plant.

3. Food Processing

A facility or area in which food for human consumption in its final form, such as candy, baked goods, tortillas, and ice cream is produced, and the food is distributed to retailers or wholesalers for resale on or off the premises. Food or beverage processing using mechanized assembly line production of canned or bottled goods is excluded from this definition.

4. Heavy Machinery Rental, Sales, and Service

A facility or area for the display, sale, and rental of tools, heavy machinery, dump trucks, or commercial and heavy equipment not used in offices, such as used in building construction, farming, restaurant, or manufacturing. Sales may either be retail or wholesale, and are generally made to businesses rather than to individual households.

5. Medical or Scientific Research Laboratory

A facility or area for conducting medical or scientific research, investigation, testing, or experimentation, but not facilities for the manufacture or sale of products, except as incidental to the main purpose of the laboratory. This definition also includes labs for the manufacture of dentures and prostheses.

6. Microbrewery | Microdistillery | Winery

A microbrewery is a small-scale brewing facility designed for the production of malt liquors such as beer and ale, using grains such as oats, hops, rice, wheat, and barley, designed and managed to brew no more than 75,000

barrels of beer per year. A microdistillery is a small-scale facility designed for the manufacture, bottling, labeling, packaging, and sale of distilled spirits and other liquors. A winery is a facility designed for the manufacture, bottling, labeling, packaging, and sale of wine containing not more than 24 percent alcohol by volume.

7. Wrecker Service

A facility or area in which two or more tow trucks are employed in the hauling of motorized vehicles, and for the storage of vehicles that have been towed, repossessed, or otherwise in the care and custody of the operator of the lot, but not disassembled or junked.

B. Manufacturing

Establishments involved in the manufacturing, processing, fabrication, packaging, or assembly of goods. Natural, constructed, raw, secondary, or partially completed materials may be used. Products may be finished or semi-finished and are generally made for the wholesale market, for transfer to other plants, or to order for firms or consumers. Custom industry is included, such as establishments primarily engaged in the on-site production of goods by hand manufacturing involving the use of hand tools and small-scale equipment. Goods are generally not displayed or sold on site, but if so, such activity is a subordinate part of sales. Relatively few customers come to the manufacturing site. Accessory activities may include retail sales, offices, cafeterias, parking, employee recreational facilities, warehouses, storage yards, repair facilities, truck fleets, and caretaker's quarters. Specific use types include:

1. Asphalt or Concrete Batch Plant

A facility or area, which is not temporary in nature, for mixing concrete or asphalt.

2. Custom and Craft Work

A facility or area in which finished, personal, or household items that are either made to order or that involve considerable handwork are produced. Examples include but are not limited to textiles, pottery, furniture repair or refinishing, wood working, upholstery, sculpting, and other work or wood products on an individualized single item basis. Cabinetmaking and cabinet assembly shops are not included in this definition. The use of mechanized assembly line production is excluded from this definition.

3. Gas Well

Any well drilled, to be drilled, or used for the intended or actual production of natural gas or other hydrocarbons.

4. High-Impact Use

A facility or area for activities or products that have the potential to be dangerous, extremely obnoxious, or cause substantial environmental impacts on or beyond the boundaries of the property on which the activity

or use is conducted. High-impact uses include but are not limited to the following activities:

a. Manufacture and/or bulk storage and testing of explosives, fireworks, or munitions.

b. Refining petroleum and the storage and distribution of natural and liquid gas or other petroleum derivatives in bulk including terminals, tank farms, or other similar facilities.

c. Manufacture, storage, compounding, or handling of radioactive materials or wastes.

d. Manufacture, blending, or mixture of pesticides, certain acids, and fertilizer.

e. Stockyards, feed pens, livestock sales with barns, and/or shipping facilities. Rendering of animal fats, slaughtering or processing of animals, and industrial manufacturing processes using the following raw materials: bones, garbage, offal, and dead animals.

f. Refining of raw materials, such as, but not limited to chemicals, rubber, wood, or wood pulp, into other products.

5. Manufacturing, Light

A facility or area for producing goods without the use of chemical processing of materials. Light manufacturing activities include but are not limited to the following activities:

a. Assembly, finishing, and/or packaging of small items from component parts made at another location. Examples include but are not limited to cabinetmaking, or the assembly of clocks, electrical appliances, or medical equipment.

b. Production of items made from materials derived from plants or animals, including but not limited to leather, pre-milled wood, rubber, paper, wool, or cork, or from textiles or plastics.

c. Electrical component manufacturing.

d. Reproduction, cutting, printing, or binding of written materials, drawings, or newspapers on a bulk basis using lithography, offset printing, blue printing, and other similar methods.

e. Machine or welding shop where material is processed by machining, cutting, grinding, welding, or similar processes.

f. Spray painting or motor vehicle conversion.

6. Manufacturing, Heavy

A facility or area for generally mass producing goods usually for sale to wholesalers or other industrial or manufacturing uses. A heavy

manufacturing use is one which employs the following or similar types of processes:

a. The milling of grain as retail sales and service.

b. Producing animal food and tanning animal hides.

c. Production of large durable goods such as but not limited to motorcycles, cars, manufactured homes, or airplanes.

d. Canning or bottling of food or beverages for human consumption using a mechanized assembly line.

e. Manufacturing of paint, oils, pharmaceuticals, cosmetics, solvents, and other chemical products; and use of a foundry for metals.

f. Production of items made from stone, clay, metal, or concrete.

g. Tire recapping or retreading.

7. Salvage Yard (Indoor)

An indoor facility for storing, keeping, selling, dismantling, or salvaging scrap or discarded material or equipment not listed elsewhere in this Code. The term "scrap or discarded materials" includes but is not limited to metal, paper, rags, tires, bottles, inoperable or wrecked motor vehicles, motor vehicle parts, machinery, structural steel, equipment, and appliances. This definition includes indoor facilities for recycling recoverable resources, such as newspapers, magazines, books, and other paper products; glass, metal cans, and other products, to return such products to a condition in which they may again be used for production.

8. Salvage Yard (Outdoor)

An outdoor or partially outdoor facility or area for storing, keeping, selling, dismantling, or salvaging scrap or discarded material or equipment not listed elsewhere in this Code. The term "scrap or discarded materials" includes but is not limited to metal, paper, rags, tires, bottles, inoperable or wrecked motor vehicles, motor vehicle parts, machinery, structural steel, equipment, and appliances. This definition includes outdoor or partially outdoor facilities for recycling recoverable resources, such as newspapers, magazines, books, and other paper products; glass, metal cans, and other products, to return such products to a condition in which they may again be used for production. This use includes an automotive wrecking yard, automobile graveyard, junk yard, and recycling business, as each is defined below:

a. The terms "automotive wrecking yard" and "automotive graveyard" shall mean any lot or tract of land upon which three or more discarded, abandoned, junked, wrecked, dismantled, worn out, or ruined motor vehicles (including automobiles, trucks, tractor trailers, trailers), cranes, machinery or equipment parts, and/or recreational vehicles are either:

(i) Kept, stored, bought, sold, recycled, or otherwise placed; or

(ii) Disassembled, dismantled, stripped, scrapped, recycled, or otherwise cut up.

b. The term "junk yard" means any lot or tract of land upon which junk is kept, stored, bought, sold, recycled, or otherwise placed.

c. The term "junk" means copper, brass, iron, steel, rope, rags, batteries, paper, rubber, tires, pipe, plastic, debris, trash, rubbish, waste, metal, and ferrous or nonferrous materials which are old, scrapped, discarded, secondhand, or otherwise used.

C. Transportation-Related Uses

Physical facilities involved in the movement of people or goods, which may include highways, flight-related facilities, rail transit lines, and other similar facilities.

1. Airport

Arlington Municipal Airport.

2. Airport or Landing Field

A facility or area for the landing and taking off of fixed or rotary wing aircraft.

a. Landing Area

The surface area of the airport used for the landing, take-off, or taxiing of aircraft.

3. Heliport

An area designed to be used for the landing or takeoff of helicopters, including operating facilities, such as maintenance, loading and unloading, storage, fueling, or terminal facilities.

4. Railroad Yard, Shop, or Roadhouse

A facility or area for the maintenance, repair, or storage of bus, rail, or other transit vehicles.

5. Transit Passenger Terminal

A facility for the loading and discharging of train or bus passengers.

D. Utilities

The use of land for lines and facilities related to the provision, distribution, collection, transmission, or disposal of water, storm and sanitary sewage, oil, gas, power, information, telecommunication and telephone cable, and facilities for the generation of electricity.

1. Electric Generating Plant

A facility or area that generates electricity from mechanical power produced by solar, gas, coal, hydraulic power sources, or nuclear fission franchised by the State.

2. Electric Utility Substation
A facility for transforming electricity for distribution to individual customers.

3. Radio or TV Station or Studio
A building or portion of a building used as a place for radio or television broadcasting.

4. Utility Lines, Towers or Metering Station
Local utilities such as electrical power, telephone, gas, water, and sewer drainage lines; air pollution monitoring stations; in-line facilities such as gas regulating stations and water wells or pumping stations; sewage pumping stations; telephone exchange, switching and transmitting equipment; and electrical transmission lines operated by a municipality or a franchised utility company.

5. Utility Installation Other Than Listed
A facility or area for a utility installation not specifically listed in this Code.

6. Wireless Communication Facilities

a. Antenna
Any structure or device used to collect, receive, transmit, or radiate electromagnetic waves. Antennae may be mounted on towers or on buildings, and may be concealed or unconcealed.

b. Antenna Array
An arrangement of antennae and their supporting structures.

c. Antenna, Dish
An antenna that is parabolic or bowl-shaped and that receives and/or transmits signals in a specific directional pattern.

d. Antenna, Panel
An antenna which receives and/or transmits signals in a directional pattern.

e. Antenna, Stealth
An antenna that is effectively camouflaged or concealed from view.

f. Antenna, Telecommunications
An antenna used to provide a telecommunications service. This excludes lightning rods, private mobile radio systems, amateur radio antennas less than 50 feet (15 meters) in height, and whip antennas less than four inches (10 centimeters) in diameter and less than 10 feet (three meters) in height.

g. Antenna, Whip
An omni-directional dipole antenna of cylindrical shape that is no more than six inches (15 centimeters) in diameter.

h. Tower

Any structure that is designed and constructed primarily for the purpose of supporting one or more antennae that transmit information (audio, video, data) in the form of electromagnetic signals to one or more receivers without the use of a physical connection between the transmitting and receiving source. The term includes but is not limited to lattice towers, guyed towers, and monopole towers. The term does not include a clock tower, bell tower, steeple, light pole, power pole, water tower, or similar structure that incidentally supports antennae. Towers may be freestanding or building-mounted, and may be concealed or unconcealed. An auxiliary structure housing electronic communications equipment is permitted as part of this use.

i. Tower, Stealth

A clock tower, church steeple, bell tower, utility pole, light standard, flagpole, or similar structure, designed to support and camouflage or conceal the presence of telecommunications antennae. This definition includes a monopole tower with antennae concealed inside the tower.

E. Wholesale Distribution and Storage

Firms engaged in the storage or movement of goods for themselves or other firms. Goods are generally delivered to other firms or the final consumer, except for some will-call pickups. There is little on-site sales activity with the customer present. Accessory uses may include offices, truck fleet parking, and maintenance areas. Specific use types include:

1. Cold Storage Plant

A facility or area where refrigerated or frozen materials are processed, sold, packaged, or kept in protective storage, such as food, furs, or other products.

2. Contractors Plant, Shop and/or Storage Yard

A facility or area for the storage and maintenance of contractor's supplies and operational equipment. An office is considered an accessory use.

3. Distribution Center | Warehouse

A building or area for storage, wholesale, and/or distribution of manufactured products, supplies, and equipment. This definition excludes the bulk storage of materials that are flammable or explosive or that create hazardous or commonly recognized offensive conditions defined as High Impact Uses.

4. Self-Storage Facility

A facility or area where enclosed storage space, divided into separate compartments no larger than 500 square feet in size, is provided for use by individuals to store personal items or by businesses to store materials for operation of a business establishment at another location. Related

activities, such as retail sale of packing and moving materials and the rental of moving equipment, including vans and trucks, are allowed as incidental uses.

5. Outside Storage

As a primary use, over 50 percent of a property area used for the long term (more than twenty-four hours) retention of materials, machinery, and/or equipment, whether such materials, machinery, or equipment are to be bought, sold, repaired, stored, incinerated, or discarded. New or used motor vehicle sales and rental display and parking shall not be defined as outside storage.

6. Wholesale Supply Business

A wholesale, storage, and distribution use, not generally open to the public, in which merchandise is displayed and sold at wholesale to business representatives for resale, rather than to the general public for direct consumption, including the storage of goods for sale. Wholesalers that do not have auxiliary storage as a part of the use shall be considered offices.

12.3.5. ACCESSORY USES AND STRUCTURES

A. Accessory Buildings or Use

A structure or use that:

1. Is clearly incidental to and customarily found in connection with a principal building or use and is located on the same lot as the principal building or use served;

2. Is subordinate to and serves a principal building or a principal use and is subordinate in area, extent, or purpose to the principal building or principal use served;

3. Contributes to the comfort, convenience, or necessity of occupants, business, or industry in the principal building or use served; and

4. When a substantial part of the wall of an accessory building is a part of the wall of the principal building, or where an accessory building is attached to the principal building in a substantial manner, as by a roof, such accessory building shall be deemed a part of the principal building.

B. Alternative Energy System

a. Solar Energy System

A ground- or building-mounted solar collection system consisting of solar photovoltaic cells, panels, or arrays and related equipment that relies upon solar radiation as an energy source for collection, inversion, storage, and distribution of solar energy for electricity generation, and that supplies electrical power independently of an electrical production and distribution network.

b. Small Wind Energy System
A wind energy conversion system consisting of a wind turbine, a tower, and associated control or conversion electronics, which has a rated capacity of not more than 100kW and is primarily intended for on-site production and consumption of utility power.

c. Geoexchange System
A system comprised of a central pump that transfers heat to or from the ground by passing fluid through underground coils in the ground or in body of surface water for the purpose of preconditioning air used in building heating or cooling.

d. Geothermal Direct Heat System
A system that removes steam or dry heat from underground geothermal sources for building heating or industrial use.

C. Caretakers Quarters (Accessory)
A dwelling unit intended for an employee or owner who looks after or takes charge of goods or property. The unit shall be either inside or attached to a main structure by a common wall. The unit is a complete, independent living facility with provisions for cooking, eating, sanitation, and sleeping.

D. Carport
A roofed structure with two or more open sides used for vehicle shelter and parking. A carport may either be free standing or attached to the primary building.

E. Community Center, Private (Accessory)
A facility or area that is an integral part of a residential project or planned development and that is used by the residents of the project or development for a place of meeting, recreation, or social activity, but not primarily to render a service that is customarily carried on as a business. Such facilities include but are not limited to swimming pools, saunas, hot tubs, game courts, playgrounds, community clubhouse, cabana, pavilion or roofed areas, leasing office, laundry facilities, and other similar uses. This use need not be located on the same lot as the property it serves.

F. Customary Incidental Use
A use of a building or premises, which use customarily or traditionally serves the principal use.

G. Electric Vehicle Charging Station
A public or private parking space served by battery charging station equipment that has as its primary purpose the transfer of electric energy (by conductive or inductive means) to a battery in an electric vehicle.

H. Garage Apartment (Accessory)
A dwelling unit designed or constructed as part of a private garage.

I. Garage, Private (Accessory)
An enclosed structure, either attached or detached, that is accessory to the principal structure and designed for the parking and storage of vehicles by the occupants of the building, and with no facilities for mechanical service or repair of a commercial or public nature.

J. Home-Based Business
A business or occupation, undertaken by a resident of the property that is customarily conducted in a residential dwelling unit and that is clearly incidental and secondary to the use of the dwelling.

K. Outside Display And Sales (Accessory)
The outside placement of merchandise for sale, rental, or lease for a continuous period less than twenty-four hours.

L. Outdoor Storage (Accessory)
The long term storage (more than twenty-four hours) of any equipment, machinery, building materials, or commodities, including raw, semi-finished, and finished materials, the storage of which is not accessory to a residential use. Vehicular parking shall not be deemed to be outside storage.

M. Recycling Collection Center
A facility used for the collection and temporary storage of empty beverage containers, aluminum, glass, paper, or clothing for recycling purposes conducted totally within an enclosed structure or container. This definition includes can banks that crush cans as they are deposited. This definition does not include donation boxes for clothing, toys, household goods, and similar items.

N. Secondary Living Unit (Accessory)
A second single-family residential living unit located on the same lot as the primary living unit, which provides independent provisions for living, sleeping, eating, cooking, and sanitation. The secondary living unit is only for use by family members or relatives. This unit may either be attached or detached from the primary unit, but shall not be rented or leased. A mobile home or HUD-Code manufactured home shall not be considered an accessory secondary living unit.

O. Sidewalk Café
Any outdoor eating and/or drinking area located on a public sidewalk or parkway and containing removable tables, chairs, planters, or related appurtenances.

P. Swimming Pool, Private (Accessory)
A swimming pool constructed for the exclusive use of the residents of a single-family or duplex dwelling.

Q. Transit Passenger Shelter
A facility, area, or structure that provides protection from the weather to people waiting to board a publicly-owned or franchised transit vehicle.

12.3.6. TEMPORARY USES

A. Carnival, Circus, or Amusement Ride
A facility or area for a temporary traveling show or exhibition that has no permanent structure or installation, including but not limited to a carnival, circus, or riding device(s) operated for profit.

B. Construction Field Office
A facility or area used as a temporary field construction office.

C. Construction Storage Yard
A facility or area for the temporary outdoor storage of construction equipment and materials associated with an active permit to demolish or construct.

D. Real Estate Sales Office
A facility or area used as a temporary office to sell real estate within a specified area or subdivision.

12.4. ACRONYMS USED IN THIS CODE

[RESERVED]

12.5. DEFINTIONS RELATED TO SUBDIVISION REGULATIONS

12.5.1. SUBDIVISION REGULATIONS

Access
Ingress and egress between the site and a paved public street, private street, or approved access easement.

Adequate Public Facilities
The minimum level of service required for transportation, utilities, drainage, park, and other City services to serve the proposed development, taking into account surrounding development.

Cul-de-sac
A street with an approved turnaround having only one common entry and exit.

Dedication
The designation by the developer of land set aside for public purposes.

Easement
The granting of one or more property rights by the owner to a person, government agency, or public utility for a specific purpose.

Escrow
Money placed in the possession of the City to accomplish a purpose set out in this Code, including funds for any public improvements necessitated by the development that cannot reasonably be constructed at the time of development.

Filed of Record
Plats and other legal instruments that are filed in the Plat Records or Deed Records of Tarrant County, Texas.

Floodplain or Flood-Prone Area
Any land area susceptible to being inundated by water from any source.

Floodway
The channel of a river or other watercourse and adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Municipal Separate Storm Sewer System (MS4)
The system of conveyances owned and operated by the City and designed or used for collecting or conveying stormwater.

Natural Creek
An existing drainage feature in its natural undisturbed state that has not been graded, filled, modified, cleared, or created by equipment. Natural creek also includes areas that have been naturalized or restored to mimic an undisturbed state.

Off-site
All areas that lie outside the boundary of the development proposed by the plat.

On-site
All areas that lie within the boundaries of a development, including areas proposed to be dedicated to the public by the plat.

Plat
The plan or map for the development to be filed for record in the Plat Records or Deed Records of Tarrant County, Texas.

Plat, Amended
A plat correcting errors or making minor changes to the original recorded plat, as permitted in the Texas Local Government Code.

Plat, Combination
A plat for 30 or fewer lots that combines both a preliminary plat and a final plat.

Plat, Conveyance
A plat utilized to subdivide land and to provide for the recording of the plat for the purpose of conveying the property to another owner or selling the property or interests therein, but without developing the property.

Plat, Final
The instrument that becomes the official, accurate permanent record of the division of land.

Plat, Minor
A subdivision resulting in four or fewer lots and that does not require the creation of any new public street or the extension of municipal facilities.

Plat, Preliminary
A preliminary plan or map indicating the proposed arrangements of streets, lots, easements, public facilities, and other spaces in the development.

Plat Vacation
A plat that returns platted property to the condition of the property prior to the filing of the latest plat filed of record.

Pollution
The alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any water in the state that renders the water harmful, detrimental, or injurious to humans, animals, life, vegetation, or property, or to the public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

Private Access Easement
An easement across private property that provides access to one or more lots.

Public Facilities
Transportation, utility, drainage, park, and other City services required to serve a development.

Public Improvements
Facilities such as streets, streetlights, street signs, signals, pavement markings, sidewalks, water lines, sewer lines, storm drain systems, parks, or other similar facilities constructed within public right-of-way, public easements, or City properties for use by the public.

Replat
A revision of existing platted lots, or existing platted lots in combination with existing tracts, for the purpose of creating a new lot configuration.

Reserved Authority
Stipulations of plat approval reserved to the City Council concerning:

1. expenditures of City funds,
2. contractual agreements to which the City is a party,
3. appeals to the requirement for dedication of land,
4. requirements for the construction of adequate facilities, or
5. the payment of escrow.

Stormwater Management Site Plan

A plan that addresses the long-term effect of development on stormwater quantity or quality and satisfies the requirement for post-construction water quality maintenance in an EPA or TCEQ stormwater discharge general permit.

Stormwater Pollution Prevention Plan
A plan required by an EPA or TCEQ stormwater discharge general permit for the implementation of best management practices to reduce pollutants in stormwater discharges associated with construction.

Street, Perimeter
Any street that abuts a development and may be partially contained within the development.

Subdivision
The division of a tract of land or lot into smaller parcels for the purpose of selling, conveying, transferring, leasing, or developing the property.

Thoroughfare Development Plan
An element of the City's Comprehensive Plan that identifies the City's future street system and roadway network and including policies and standards.

12.6. DEFINITIONS RELATED TO SIGNS

12.6.1. SIGNS

Advertising Sign, Off Premise
A sign which is a primary use of land (not accessory use) and which directs attention to a business, product, activity, or service which is not conducted, sold, offered, or located on the premises where the sign is located.

Alternate Sign Plan
A unified graphics package submitted for a multi-tenant retail development zoned CC or PD for the purpose of deviating from the sign regulations. Any deviation must be justified based on project scale and unified nature of the sign package. Due consideration shall be given to a harmonious relationship of signs to buildings within the development as well as to buildings adjacent to the development.

Apartment Sign
A sign identifying the name of a multi-family dwelling complex not for transient use.

Balloon
An inflated device carried aloft or fixed to the ground used for the purpose of advertising or drawing attention.

Banner
A sign which is painted or displayed upon cloth, flexible plastic, or other similar material. For the purpose of this ordinance, a flexible sign face of approved materials, installed according to the manufacturer's requirements, and placed inside the sign cabinet of a general business sign or multi-tenant sign, shall not be deemed to be a banner.

Business/Tenant
A single incorporated use of a premise for which a certificate of occupancy has been issued, which is separated from another business by demising walls and has a separate entrance.

Cold Air Balloon
A device inflated with cold air which is restricted in height and fixed to the ground or structure used for the purpose of advertising or drawing attention.

Destination Retail Identification Sign
A sign that displays the name of the retail center and does not list the name of any tenant. Destination Retail Signs are only permitted with the approval of an alternate sign plan.

Development Sign
A sign, located on the property which it describes, which advertises or identifies any or all of the following: developer, architect, agent, contractor, lending institution, and project name.

Digital billboard
An off-premise advertising sign displaying digital static images that change message or copy by programmable electronic processes.

Directional Sign
A sign that directs traffic.

Directory Sign
A sign identifying the names of the tenants and the number of the building, suite, or room in which they are located.

Electronic Message Center Sign
A sign displaying public service information, any similar public interest information, information about events (including pre-event and post-event entertainment) on the premises and/or related advertising for a general business located on the same premises (including a product, service, or company offering goods or services on the premises or having a promotional relationship for events occurring on the premises, including, but not limited to, naming rights holders, multiple event sponsors, and individual event sponsors) through electronically controlled intermittent light pulses or other technology that can display, emit, or project (or is readily capable of displaying, emitting, or projecting) animated or video images.

Entryway Sign
A permanent sign identifying a subdivision or development project by name located at the entrance(s).

Flag
A display on cloth or other flexible material generally attached on only one side.

Flashing
Operation which creates change in light illumination, intensity, color or copy, or intermittent light impulses more frequently than once every eight seconds. Digital billboards and electronic message centers, as defined herein, shall not constitute flashing signs.

Gasoline Price Sign
An outdoor advertising display with changeable copy letters and numerals or an electronic display without movement affixed to a gasoline pump canopy or its supports and intended to have a change of message no more frequently than once a day that displays the current price of diesel fuel or gasoline for sale.

General Business Sign
A sign which advertises the name of the business, services provided, or products sold on the premises.

Grand Openings
For the purpose of temporary signs, grand openings shall be deemed any one consecutive 14-day period selected by an owner within six months of the granting of the initial certificate of occupancy.

Ground Sign
A sign supported by one monolithic structure that is not less in width than one-half the maximum sign width, set upon the ground, and is not a part of a building.

High Intensity Lighting
Light that, when measured at 10 feet from the source, exceeds 11,000 lumens.

Interchange
A crossing of a state or federal highway with another state or federal highway or city street with access ramps to one or more highways.

Intersection
A crossing or meeting of two public roadways.

Lighting
Designed to give forth any artificial light or to reflect light from one or more artificial sources.

Menu Board
A sign displaying the menu for a drive-up window for a fast food restaurant.

Model Home Sign
Sign identifying a single-family residence owned by the builder as being displayed for public view.

Motion
The mechanical moving or rotating of a sign or portion thereof, or the giving of the perception of motion, other than a digital billboard or message center as herein defined.

Multi-tenant Ground Sign
A ground sign with provisions for separate sign copy for three or more separate tenants located within the same development.

Parking Lot Identification Sign
A sign used to identify a parking lot in a multi-parking lot development.

Pole Sign
A sign supported by or placed upon one or more poles or standards.

Portable
Movable from one location to another, not attached to a fixed structure and not having supports embedded in the ground. The term "portable sign" shall specifically include an outdoor advertising display located in or on a vehicle, except where:

1. Such vehicle is on display as inventory for sale as part of a vehicle sales or rental lot and does not advertise the sale of other vehicles; or
2. Such sign merely identifies the vehicle as belonging to such business by displaying the name, address, and/or telephone number of such business and/or identifies the type of product or service offered by such business; and
3. The primary use of such vehicle is for the daily transportation of products or the delivery of services in connection with such business; and
4. Such vehicle is currently licensed and inspected in the State of Texas and is in operable condition; however, if such vehicle remains parked for longer than 72 hours in the same parking space, it shall be deemed a portable sign.

Reader Board
A changeable copy sign with strips attached to the face of the sign to hold removable displays, letters, and numerals for the purpose of identifying products sold or services provided by the related business tenant on the same premises. An electronic display without movement and intended to have a change of message no more frequently than once a day may be considered a reader board.

Real Estate Sign
A sign which advertises a parcel of land or a structure for rent, lease, or sale. An apartment sign as defined in this Code shall not be deemed to be a real estate sign.

Reflective
A sign having copy or background made of reflective surfaces made to shimmer.

Roof Signs
A sign attached to a building that projects above or over the roof of a building.

Setback
That distance measured perpendicularly from the property line to the closest point of the sign structure.

Site Circulation Signs
A sign used to direct pedestrian and/or vehicular traffic to various locations within a major tourist attraction.

Spacing
Spacing shall be measured along a straight line, being the shortest distance between two signs.

Sponsor Panel
A portion of a sign displaying the name of a product, service, or company offering goods or services onsite or having a promotional relationship for events occurring on the premises.

Temporary Special Events Banner
A sign which is painted or displayed upon cloth, flexible plastic, or other similar material which is used to announce a convention or a special event held at a major tourist attraction, on a limited basis.

Vertical Banner
Any sign of lightweight fabric or similar material that is mounted to a pole in a vertical fashion by a frame at one or more edges.

Wall Sign
A sign which is attached or affixed to the wall of a building or is an integral part of the wall of a building with the exposed face of the sign in a plan parallel to and not extending more than 18 inches from said wall. A wall sign shall not extend above, below, or beyond the parallel face to which the sign is attached. For the purpose of this section, awnings, canopy fascia, and mansards extending along a building side shall be considered a part of the wall. Lighted signs in a window affixed to a window, or otherwise located for the purpose of being viewed from the exterior of a building through a window shall also be considered a wall sign.

12.7. OTHER TERMS DEFINED

12.7.1. OTHER TERMS DEFINED

Adult
Any person 18 years of age or older.

Airport Elevation
The established elevation of the highest point on the usable landing area measured in feet from mean sea level.

Airport Hazard
Any structure or tree or use of land that obstructs the air space required for the flights of aircraft or that obstructs or interferes with the control or tracking and/or data acquisition in the landing, taking off, or flight at an airport, or at any installation or facility relating to flight, and tracking and/or data acquisition of the flight craft; or that is hazardous to or interferes with tracking and/or data acquisition pertaining to flight and flight vehicles.

Airport Hazard Area
Any area of land or water upon which an airport hazard might be established if not prevented as provided in this Code.

Airport Reference Point
The point established as the approximate geographic center of the airport land area and so designated.

Approach Surface
A surface longitudinally centered on the extended runway centerline, extending outward and upward from the end of the primary surface and at the same slope as the approach zone height limitation slope set forth in Subsection 5.8.2 *Airport Overlay* of this Code. In plan the perimeter of the approach surface coincides with the perimeter of the approach zone.

Architecturally Finished
A finish characterized by a uniform appearance pertaining to materials, features, characteristics, or details most often specified for exposed surfaces used to build or ornament a structure.

Articulation
Off-sets, projections, recessed walls, windows, doors, and similar features that provide variation to a building facade and its roof line.

Awning
A roof-like cover, often of fabric, metal, or glass, designed and intended for protection from the weather or as a decorative embellishment, and that projects from a wall or roof of a structure over a window, walk, or door.

Balcony
A platform that projects from the wall of a building and is surrounded by a railing or balustrade.

Banding
Narrow inlay of a color or grain which contrasts with the surface it decorates. Also refers to other long narrow ornamentation, such as painting or carving.

Bedroom
A habitable room that is used primarily for sleeping in any dwelling unit.

Berm
A mound of soil, either natural or man-made, used to screen and visually separate, in part or entirely, one area, site, or property from the view of another area.

Block
A tract of land bounded by streets or by a combination of streets and public parks, cemeteries, railroad right-of-way, airport boundaries, bulkheads, or shore lines where no bulkheads have been established, or corporate boundary lines of the city.

Block Face
A side of a block between two streets in which lots face an abutting street.

Build
To erect, construct, convert, enlarge, reconstruct, restore, or alter a building, structure, or infrastructure.

Building
Any structure which is built for the support, shelter, or enclosure or partial enclosure of persons, animals, chattels, or movable property of any kind. The term includes swimming pools.

Building, Detached
A building surrounded by yards or open space on its own building lot, or buildings in a building group that are physically detached one from the other.

Building Line
A line established, in general, parallel to the front property line, over which no part of a building shall project, except as otherwise provided in this Code.

Building Massing
The aggregate size of a building; or the total height, width, and depth of all its parts.

Building Official
The officer or other designated authority charged with the administration and enforcement of City codes related to construction, building, plumbing, electrical, or mechanical work.

Building, Principal
A non-accessory building in which a principal use of the lot on which it is located is conducted. All residential uses, except bona fide servants' quarters, shall be deemed principal uses.

Caliper
For newly installed trees and landscaping, the caliper is the diameter of the trunk measured six inches above ground level. For existing trees, the caliper is the diameter of the trunk, measured at breast height, which is typically four and one-half feet above the ground.

Canopy
A roof-like cover, including an awning, which projects from the wall of a building over a door, entrance, or window.

Certificate of Occupancy
A certificate issued by the Building Official prior to using or occupying a non-residential or multi-family structure or building.

Change in Use
Changing permitted uses between land use categories in the use tables in Article 3, *Use Standards*.

Comprehensive Plan
The plan adopted by the City Council as the official policy to guide development of the city and its extraterritorial jurisdiction. The Comprehensive Plan includes all applicable sub-area, neighborhood, sector, or district plans; and other supporting elements, studies, and documents as may be adopted by the City Council.

Cladding
The exterior building finish.

Co-location
A single telecommunications tower and/or site used by more than one telecommunications service provider.

Column
An architectural support of definite proportions, usually cylindrical in shape, with shaft, capital, and sometimes a base. A column may be free-standing or attached to a wall.

Conical Surface
A surface extending outward and upward from the periphery of the horizontal surface at a slope of 20-to-one for a horizontal distance of 4,000 feet.

Controlled Access Freeway
The following freeways within the city: Interstate Highway 20, Interstate Highway 30, US Highway 287, and State Highway 360.

Controlled Area
The area within which Airport Land Use Regulations may be instituted. The controlled area is located outside the Airport boundaries and within an area measured no farther than one and one-half statute miles from the centerline of the Arlington Municipal Airport runway, and lines no farther than five statute miles from each end of the paved surface of the runway.

Cornice
The uppermost horizontal molded projection or other uppermost horizontal element located at the top of a building or portion of a building.

Court
An open, unoccupied space of at least 20 feet in depth bounded on more than one side by the walls of a building or buildings and used as a primary means of access to all or any part of said buildings.

Courtyard
A landscaped open space in the center of a block with no street frontage, and that is inwardly oriented and large enough to allow for pubic activities and sunlight during midday.

Curvilinear
Streets that deviate from straight alignment and change direction without sharp corners or bend.

Development or to Develop
"Development" shall mean:

1. The construction of one or more new buildings or structures on one or more building lots;
2. The existence of a building on a building lot;
3. The use of open land for a new use;
4. Any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, or storage of equipment or materials; or,
5. "To develop" shall mean to create a development.

Director
Person designated as having the official title of "Director of Community Development and Planning" of the City of Arlington, Texas.

Display
The exhibition of goods, wares, or merchandise for retail sale, rental, or lease for a period of time not in excess of one business day.

District
A zoning district; a section of the city for which the regulations governing the area, height, and use of buildings and land are uniform.

Divided-light Window
A window with several panes of glass within a window and divided by mullions.

DNL (Day-Night Sound Level)
The twenty-four hour average sound level in proximity to the Arlington Municipal Airport averaged over a span of one year. DNL may be referred to Ldn (Yearly Day-Night Sound Level). The terms "DNL" and "Ldn" may be used interchangeably in this Code.

Dwelling
A building or a portion thereof designed or used exclusively for residential occupancy, including single-family dwellings, two-family dwellings, and multiple family dwellings, but not including hotels or motels.

Dwellings, Attached
A dwelling which is joined to another dwelling at one or more sides by a partial wall or walls.

Dwelling, Detached
A dwelling which is entirely surrounded by open space on its building lot.

Dwelling Unit
One or more rooms arranged, designed, or used as separate living quarters for an individual family, including cooking and sanitary facilities, in a residential building or a residential portion of a building.

Enclosed Addition
An expansion of an existing single-family structure that is enclosed on all four sides by a wall. A substantial part of its wall is a part of the wall of the principal building or is attached to the principal building in a substantial manner, as by a roof. An attached garage, a patio enclosure, or a sunroom are considered an enclosed addition.

Enhanced Pavement
Any decorative pavement material intended for pedestrian or vehicular use. Examples of enhanced pavement include brick, concrete, stone pavers, exposed aggregate concrete, and stamped and stained concrete.

Entryway
The doorway into a building along with the architectural treatments that accompany it.

Exterior Insulation and Finish System (EIFS)
A multi-layered exterior wall system typically consisting of insulation board that is secured to the exterior wall surface with a specially formulated adhesive and/or mechanical attachment; a durable, water-resistant base coat, which is applied on top of the insulation and reinforced with fiber glass mesh for added strength; and a durable finish coat which is both colorfast and crack-resistant.

Facade
Any face of a building that encloses or covers usable space. Multiple buildings on the same lot will each be deemed to have separate facades. A roof is not a facade or part of a facade.

Family
Individuals living together as a single housekeeping unit in which not more than four individuals are unrelated to the head of the household by blood, marriage, or adoption. The term expressly excludes residents of an assisted living facility, boarding house, fraternity or sorority house, private dorm, halfway house, or nursing home, as defined by this Code.

Fence or Wall
A masonry wall or a barrier composed of posts connected by boards, rails, panels, or wire for the purpose of enclosing space or separating parcels of land. The term “fence” does include retaining walls.

Fenestration
Window treatment in a building or building facade. Also, a general term used to denote the pattern or arrangement of openings, i.e., windows and doors, in a facade.

Front Porch, Covered
An unenclosed space with a permanent roof supported by columns generally located at the front entry of a building.

Garage, J-swing
A private garage protruding from the front of a residential dwelling that is detailed to have the appearance of the main living space when viewed from the front of the building and allows automobile access through the side internal to the lot.

Grade
The average of the finished ground surface elevations measured at the highest and lowest exterior corners of a structure.

Gross Floor Area (GFA)
When applied to a building, the area in square feet measured by taking outside dimensions of the building at each floor, excluding however, the floor area of basements or attics when not occupied or used.

Ground Cover
Plants and turfs that normally reach a height of less than two feet upon maturity, installed in such a manner so as to form a continuous cover over the ground.

Hazard to Air Navigation
An obstruction determined to have a substantial adverse effect on the safe and efficient utilization of the navigable airspace.

Height, Building
For the purpose of determining the height limits in all zones set forth in the Airport Overlay and shown on the zoning map, the datum shall be mean sea level elevation unless otherwise specified.

Horizontal Surface
A horizontal plane 150 feet above the established airport elevation, the perimeter of which in plan coincides with the perimeter of the horizontal zone.

Human Scale
The proportional relationship of a particular building structure or streetscape element to the human form and function. Human scale relates the size and/or height of a structure to the height and mass of a pedestrian traveling along the sidewalk or street adjacent to that structure or element.

Institutional
Nonprofit organizations such as public schools, religious institutions, and government facilities.

Irrigation System
A method of providing the proper amount of water for the particular type of plant material used.

Landscape Architect
A person licensed to practice landscape architecture pursuant to the laws of the State of Texas.

Landscape Area
An area which is covered by grass, ground cover, or other natural plant materials, including screening.

Landscape Setback
A setback adjacent to a public street in which landscaping is required as measured from the street right-of-way line for local streets, or as measured from the right-of-way as required on the adopted Thoroughfare Development Plan for collector or arterial streets.

Landscaping
Living plant material, including but not limited to grass, trees, shrubs, berms, water forms, and planters.

Ldn (Yearly Day-Night Average Sound Level)
The twenty-four hour average sound level in proximity to the Arlington Municipal Airport averaged over a span of one year. Ldn can also be referred to as "DNL" or Day-Night Sound Level. The terms "Ldn" and "DNL" may be used interchangeably in this Code.

Loft
A residential unit designed with high ceilings, open plans, and large windows located above street level commercial space.

Lot
A platted parcel of land intended to be separately owned or developed, and that is recorded in the property records of Tarrant County, Texas.

Lot, Adjoining or Adjacent
Any lot, parcel, or piece of land that shares with the lot under consideration a common lot line, alley, or any point of tangency.

Lot, Amenity
Any lot or parcel created to develop a neighborhood amenity such as open space, landscape or entry features, drainage ways, or recreational areas, and is not required to meet minimum lot area or dimension requirements.

Lot Area
That area of a horizontal plane bounded by the front, side, and rear lot lines, including any portion of an easement which may exist within such property lines, and exclusive of approved access easements or rights-of-way for public street, private street, alley, or rail purposes.

Lot, Contiguous
Two lots which have one boundary or part thereof which is common to both lots.

Lot, Corner
A lot situated at the intersection of two or more streets.

Lot Depth
The average horizontal distance between the front and rear lot lines.

Lot, Double Frontage or Lot, Through
A lot having frontage on two parallel public streets, private streets, or approved access easements.

Lot, Interior
A lot other than a corner lot.

Lot Line, Front
That boundary of a lot that abuts a public street, private street, or approved access easement. On corner lots, the front lot line shall be the shorter line abutting a public street, private street, or approved access easement.

Lot Line, Interior
A lot line which is common to two lots.

Lot Line, Rear
That boundary of lot that is opposite the front lot line and that is most nearly parallel with the front lot line.

Lot Line, Side
That boundary that is not a front or rear lot line.

Lot of Record
An area of land designated as a lot on a plat of a subdivision recorded in the Plat Records of Tarrant County, Texas, pursuant to statute, with the County Clerk of Tarrant County, Texas.

Lot, Private Street
A lot created that comprises the area contained in an approved access easement or private street and is not required to meet minimum lot area or dimension requirements.

Lot, Reverse Corner
A corner lot that has a front lot line perpendicular to an adjoining lot's front lot line.

Lot Width
The horizontal distance between side lot lines measured at the required front setback line.

Main Facility
With respect to a major sports complex, a facility designed to seat at least 40,000 spectators for professional or amateur sporting events.

Major Sports Complex
A sports and entertainment complex that includes a multi-functional stadium, coliseum, or other community and entertainment event venue for use by one or more professional or amateur sports teams with a main facility designed to seat at least 40,000 spectators, along with areas adjacent to such main facility that are legally possessed by either (i) the City or (ii) the person or entity holding or owning (whether directly or indirectly), from time to time, the legal possessory right or interest to use or occupy such main facility. A Major Sports Complex may, at the option of the holder of the possessory right thereof, include on the main facility or any area adjacent thereto any athletic training or practice facility, store, restaurant, hotel, food preparation facility, concession, office, museum, park, entertainment use, heliport, automobile parking facility (whether structured or surface), area transportation facility, road, street, or other related improvement. For the purposes hereof: (i) the phrase “indirectly” shall include any entity that is an intermediary, affiliate, parent, subsidiary, or successor in interest to any person or entity holding a possessory right to such main facility; and (ii) an area adjacent to a main facility that is

used for any of the purposes set out above shall be entitled to the applicable benefits of Article 7, *Sign Standards,* if such area (x) is legally possessed by the person or entity holding or owning, from time to time, the legal possessory right or interest to use or occupy such main facility or (y) is legally possessed by one or more intermediaries, affiliates, parents, or subsidiaries of such person or entity holding the possessory right to such main facility, or any successor owner or holder of such possessory right to such main facility or adjacent property; provided, however, such successor in interest must hold (i.e., own or lease) the portion of the main facility or adjacent property so used, provided, further, that no signage rights granted under Article 7, *Sign Standards,* hereof may be severed from the rights held by the holder of the possessory rights to a main facility and/or such adjacent area to any third party not holding such possessory rights. Signage permitted under the applicable provision of Article 7, *Sign Standards,* hereof may remain as permitted notwithstanding any future conveyance of such possessory interest of the land affected thereby.

Manufactured Home Park
A unified development of manufactured home sites, plots, or stands as arranged on a large tract under single ownership, meeting the area and setback requirements of this Code, and designed to accommodate manufactured homes for a permanent duration.

Manufactured Home Subdivision
A unified development of manufactured home sites on lots platted for such purpose, where said lots may be sold to the owners of manufactured homes situated thereon, meeting the area and setback requirements of this Code, and designed to accommodate manufactured homes on a permanent basis.

Marquee or Canopy
A roof-like structure of a permanent nature which projects from the wall of a building.

Massing
Three dimensional bulk of a structure: height, width, and depth.

Meandering
Taking a sinuous course with curves in alternate directions.

Mews
A narrow street with paving that is less than 22 feet in width.

Mixed-Use Development
The development of a tract of land, building, or structure in a compact urban form with a residential use and a non-residential use from the land use categories listed in Article 3, *Use Standards*, except for land uses in the Infrastructure, Temporary, and Accessory categories. The layout of a mixed-use development may be vertical or horizontal in design.

Motor Vehicles
Any vehicle propelled by mechanical power, such as a car, van, pickup or truck, recreational vehicle, or a boat. For purposes of this Code, this definition shall include campers and recreational trailers that are not self-propelled, but shall exclude equipment such as construction equipment, forklifts, farm implements, and neighborhood electric vehicles.

Neighborhood Electric Vehicle
A four-wheeled vehicle, other than a truck, whose speed attainable in one mile is more than 20 miles per hour and not more than 25 miles per hour on a paved level surface. The following information is for general reference only, and is not part of this definition. Neighborhood electric vehicles are subject to safety standards contained in 49 C.F.R. Section 571.500, as amended. Neighborhood electric vehicles are further restricted to operation only on streets or highways for which the posted speed limit is 35 miles per hour or less, as required by Texas Transportation Code Chapter 551, Subchapter D; however, a neighborhood electric vehicle may cross a road or street at an intersection where the road or street has a posted speed limit of more than 35 miles per house.

Nonconforming Lot
A lot that does not conform to the lot area, width, or depth requirements of the zoning district in which it is located, and as further defined in Article 11, *Nonconformities*.

Nonconforming Structure
Any existing structure that was erected according to all applicable City ordinances at the time, but which does not now comply with all the regulations applicable to the district in which the structure is located, and as further defined in Article 11, *Nonconformities*.

Nonconforming Use
Generally, the use of an existing property or structure after the effective date of this Code, which does not comply with the use regulations applicable to the district in which the property is located, and as further defined in Article 11, *Nonconformities*.

Nonprecision Instrument Runway
A runway having an existing instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area type navigation equipment, for which a straight-in nonprecision instrument approach procedure has been approved or planned.

Owner
Each and every person or entity who is a record owner of a fee simple interest or an undivided fee simple interest in a parcel of land. If such parcel is subject to a condominium or other multi-ownership regime, the owners' association representing such multi-ownership regime, and not individual unit owners, shall be deemed the owner thereof.

Parapet
That portion of the wall which extends above the roof line.

Parking Lot
Paved surfaces used for the storage of vehicles for limited periods of time, including but not limited to: truck parking; motor vehicle display, loading, or storage areas; and/or boat sales.

Parkway
The area of right-of-way between the curb and the property line normally owned by the City and consisting of a variable width.

Permeable Pavement
A paving material that permits water penetration to a soil depth of 18 inches or more.

Person
An individual, firm, partnership, corporation, company, association, joint stock association, or body politic, and includes a trustee, receiver, assignee, administrator, executor, guardian, or other representative.

Playground
An outdoor area associated with a religious assembly, school, or park designed for unorganized recreational play. Playgrounds may consist of open space or informal play areas containing equipment such as swings, jungle gyms, seesaws, merry-go-rounds, backstops, goals, and similar equipment. Areas designed specifically for organized athletic events or containing buildings, bleachers, paved surfaces, field lights, or outdoor speakers, are not included within the definition of playground.

Plaza
A predominantly hard-surfaced space that is a portion of a block with a minimum of one side open to the street, and is located to provide maximum sunlight during the day. Building edges should contain continuous public uses at grade to animate and support the open space. Unlike intimate scale urban gardens, a plaza may contain a primary entrance to an adjacent building.

Portico
A roofed entrance porch, often supported by columns or pillars.

Precision Instrument Runway
A runway having an existing instrument approach utilizing a precision instrument approach system. It also means a runway for which a precision approach system is planned and is so indicated on an approved airport layout plan or any other planning document.

Primary Entrance
The entrance to a building that most pedestrians are expected to use and which serves as the principal architectural entrance. Generally, each building has one primary entrance.

Primary Surface
A surface longitudinally centered on a runway. When the runway has a specially prepared hard surface, the primary surface extends 200 feet beyond each end of that runway; but when the runway has no specially prepared hard surface, or planned hard surface, the primary surface ends at each end of that runway. The width of the primary surface of a runway will be that which is prescribed in Part 77 of the Federal Aviation Regulations for the most precise approach existing or planned for either end of that runway. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline. The width of a primary surface for other than utility runways is 500 feet for nonprecision instrument runways having visibility minimums greater than three-fourths statute mile.

Public Utility
The City of Arlington and any corporation or authority franchised by the City of Arlington to provide water, sewer, refuse collection, natural gas, electricity, telecommunication, or similar services on a community-wide basis.

Recreational Area
An area devoted to facilities and equipment for recreational purposes, swimming pools, tennis courts, playgrounds, community clubhouses, and other similar uses.

Relative
A person related by blood, marriage, or adoption.

Right-of-way
A public or private area that allows for the passage of people or goods. Right-of-way includes passageways such as freeways, streets, bike paths, alleys, and walkways. A public right-of-way is a right-of-way that is dedicated or deeded to the public for public use and under control of a public agency.

Runway
A defined area prepared for landing and take-off of aircraft along its length.

Salvage
Any discarded, abandoned, junked, wrecked, dismantled, worn out, or ruined motor vehicles (including automobiles, trucks, tractor trailers, and buses), motor vehicle parts, boats, travel trailers, trailers, cranes, machinery or equipment, machinery or equipment parts, recreational vehicles, and/or any junk.

Secondary Living Unit
A second single-family residential living unit located on the same lot as the primary living unit. The secondary living unit is only for use by domestic persons and their family or by a relative. This unit may either be attached or detached from the primary unit, but shall not be rented or leased.

Service Bay
A part of a building or structure used for providing maintenance, installation, or service to a single vehicle.

Screening Fence or Screening Device
A barrier of stone, brick, pierced brick or block, uniformly colored wood, or other permanent material of equal character, density, and design.

Screening Shrub
Shrubs which provide a dense, evergreen, opaque visual barrier.

Secondary Use
A collateral use of land or buildings, which is customarily done or performed in conjunction with a permitted principal use, but not constituting a majority of either the employment, area, or revenues of the combined uses.

Security Fence
A barrier provided for security purposes, which may be composed of various building materials including but not limited to decorative steel and masonry materials.

Setback
An open space, other than a court, on a lot unoccupied and unobstructed from the ground upward, unless specifically otherwise permitted in this Code.

Setback, Interior Rear
A yard extending across the rear of a lot between the side lot lines and/or street frontage setback and being the minimum horizontal distance between the rear lot line and the rear of the principal building or any projections thereof other than steps, unenclosed balconies, or unenclosed porches.

Setback, Interior Side
A yard extending along the side lot line that is not adjacent to a street, from the street frontage setback to the rear setback, being the minimum horizontal distance between any building or projections thereof and the side lot line.

Setback, Street Frontage Building
A yard extending along street frontages and being the minimum horizontal distance between the street right-of-way line or private drive and main building or any projections thereof other than steps and unenclosed porches.

Shared Parking
One or more parking facilities shared by multiple users.

Sidewalk
A paved walkway along the side of a street.

Significant Stand
A clustering of at least three trees, of two and one-half inches of caliper or greater in size and trunks spaced at no greater than 10 foot intervals, or as determined by the Zoning Administrator to assist in the preservation of a stand of greater area. Trees identified as being in a significant stand shall have existed in that location for a period of at least one year and shall not have been considered as newly planted trees.

Sill
The horizontal member forming the bottom of a window or exterior door frame.

Stables, Private
A facility or area for keeping horses for the private use of the property owner.

Steeple
A tall ornamental structure; a tower, composed of a series of stories of diminishing size, and topped by a small pyramid, spire, or cupola.

Stoop
A small porch, platform, or staircase leading to the entrance of a building.

Story
That portion of a building, other than a basement, included between the surface of any floor and the surface of the next floor above it, or if there is no floor above it, then the space between the floor and the ceiling above the floor of such story. This includes any mezzanine or loft which may comprise only a portion of a full floor plate.

Street
A public way for vehicular traffic.

Street Frontage
The length of property along a street.

Streetscape
The area between the building and edge of the vehicular or parking lanes. The principal streetscape components are curbs, sidewalks, street trees, tree planters, bicycle racks, litter containers, benches, and street lights. Treatments may also include a range of provisions such as paving materials; street, pedestrian, and wayfinding signs; parking meters; utility boxes; public art; water features; bollards; informational signage; and other elements.

Street Tree
Trees planted within the streetscape.

Structural Addition
Any new construction that includes the construction of a new foundation and increases the overall square footage of the structure or serves to increase the overall height of the structure. Structural addition shall not be interpreted to include renovations, remodeling, replacement, or similar construction resulting from routine maintenance or cosmetic alterations to a structure or reconstruction of such structure in the case of casualty loss.

Structure
An object, including a mobile object, constructed or installed by man, including, but not limited to, buildings, poles, water towers, cranes, smokestacks, earth formations, and overhead transmission lines.

Telecommunications
The transmission, between or among points specified by the user, of audio and/or visual information of the user's choosing, without change in the form or content of the information as sent and received.

Telecommunications Service
The offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

Temporary Special Events Banner
A sign which is painted or displayed upon cloth, flexible plastic, or other similar material which is used to announce a convention or a special event held at a major tourist attraction, on a limited basis.

Tower, Height
The distance measured from grade to the highest point of any and all components of the structure, including antennae, hazard lighting, and other appurtenances, if any.

Transitional Surfaces
These surfaces extend outward at 90-degree angles to the runway centerline and the runway centerline extended at a slope of seven feet horizontally for each foot vertically from the sides of the primary and approach surfaces to where they intersect the horizontal surface.

Travel Trailer
A portable vehicular structure built on a chassis, designed to be used as a temporary dwelling and to be towed behind a motor vehicle, being either of a gross weight of not more than 4,500 pounds or an overall length of not more than 30 feet.

Tree
A perennial woody plant, single or multiple trunk, with few if any branches on its lower part, which at maturity will obtain a minimum six inch caliper. Trees may be canopy or shade trees.

Tree, Multi-trunk
A tree from a common root stock if there is a visible connection between the trunks above the ground. The caliper of a multi-trunk tree is determined by the full caliper of the largest trunk plus half the caliper of the other trunks.

Tree, Ornamental
A perennial woody plant generally of 25 feet or less at maturity that may branch to the ground and has significant seasonal color, texture, or other ornamental characteristics

Tree, Protected
Any existing tree of at least six caliper inches.

Tree Replacement
A nonprotected tree which is planted or preserved to mitigate the loss of a protected tree. The tree shall otherwise meet or exceed the definition of a “tree” listed above.

Use
When applied to land or buildings, the purpose or activity for which such land or building thereon is designed, arranged, or intended, or for which it is occupied or maintained.

Variance
An adjustment in the application of the specific regulations of this Code to a particular piece of property, which, because of special circumstances uniquely applicable to it, is deprived of privileges commonly

enjoyed by other properties in the same vicinity and zone, and which adjustment remedies disparity in privileges.

Wainscoting
Decorative paneling covering the lower three to four feet of an interior wall, usually made of wood in a plain design, or may be painted or varnished.

Xeriscape
A concept to conserve water through creative landscaping and use of native plants. The main principles of xeriscape are:

1. reduction of turf area;
2. use of drought-tolerant and native or adapted plant materials;
3. grouping of plants with similar water requirements; and
4. an irrigation system designed to meet plant needs.

Zoning Administrator
The Director of Community Development and Planning of the City, or the person otherwise duly designated to administer the provisions of this Code.

Zoning District Map
The map or maps, either physical or electronic, incorporated into this Code as a part hereof by reference thereto.

Staff Report

Americredit Financial Services, Inc. Chapter 380 Grant Agreement	
City Council Meeting: 06-24-14	Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution authorizing a Chapter 380 Grant Agreement with Americredit Financial Services, Inc. for acquisition, renovation and expansion into an existing facility located at 3801 S. Collins St.

PRIOR BOARD OR COUNCIL ACTION

None.

ANALYSIS

Americredit Financial Services, Inc., a subsidiary of General Motors (GM) Financial Company will acquire, renovate and expand its current operations into an existing 238,774 square feet facility (former Chase Call Center building) located at 3801 S. Collins St. at the intersection of Arbrook Blvd. and Collins St. The expansion is due to a growing demand for General Motors' (GM) financial services as a direct result of acquisitions of smaller competitors and international leasing offices, and increased productivity at GM's assembly plants around the nation. It is estimated that a minimum of 800 new full-time positions will be added bringing GM Financial Company's total to 3,000 jobs within Arlington's city limits. Approximately, 2,000 jobs will be retained. With the addition of the new facility, GM Financial will have about a 760,000 square feet presence in Arlington. The company plans to make on-site improvements to the parking lot and exterior of the new facility to resemble façade of existing facilities located across the street at 4000, 4001 & 4100 Embarcadero Dr. Also planned is the installation of a fiber optic loop to connect all three facilities. The estimated time for completion will be 24 months or 2 years from the execution date.

Staff recommends a base real property tax rebate of 65% under the Level IV-Existing Business Category for seven years with a possible additional 25% under bonus categories; 10% for Target Industry, 10% for above average wages and 5% for use of MWBE companies. The rebate will be on added value to real property at the subject site, estimated at $8M. The base year value will be established January 1, 2014 and the rebate period will extend from January 1, 2017 through the tax year beginning January 1, 2023. The requested incentives are necessary to offset renovation and initial setup costs and to reinforce the commitment GM Financial and its subsidiaries have with the City. In addition, staff recommends consideration of a one-time grant in an amount equal to fifty percent (50%) of the City's sales tax receipts for the twenty-four month construction period. The sale/purchase of taxable items subject to this grant shall be for items directly related to the project.

FINANCIAL IMPACT

Based on projected sales tax revenue to the City, the City will provide a one-time grant equal to 50% of the City's portion of sales tax (1.00%) generated by qualifying sales/purchases which are associated with the new construction/expansion (for a 24 month period) and cited in Arlington. The City's contribution and Americredit Financial Services, Inc. benefit will only be determined by the amount of taxable sales/purchases occurring in Arlington.

Based on a proposed 7-year, 85% real property tax rebate, the city will receive approximately $7,776 in new taxes annually from this project. Current property value is $9.6M, generating $62,208 annually to the City. The table below shows the breakdown.

Incentive Type	Est. Taxable Value	Proposed Agrmt.	Annual Company Savings	Annual City Benefit	7-Year Company Savings	7-Year City Benefit
Real Property	***$8M***	***7-Year; 85% 380***	*$44,064*	***$7,776***	*$308,448*	***$54,432***
Business Personal Property	$3M	None	$0	$19,440	$0	$136,080
Current Property	$9.6M	None	$0	$62,208	$0	$435,456
Total Value	***$20.6M***		*$44,064*	***$89,424***	*$308,448*	***$625,968***

ADDITIONAL INFORMATION

Attached: Resolution with Chapter 380 Grant Agreement
Under separate cover: None
Available in the City Manager's office: None

STAFF CONTACT(S)

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Marcus Young
Economic Development Specialist
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Resolution No. _____

A resolution authorizing the execution of a Chapter 380 Grant Agreement by and between AmeriCredit Financial Services, Inc. and the City of Arlington, Texas relative to the acquisition and modification of the property located at 3801 S. Collins St. in Arlington, Texas for the expansion of financial services operations into the building located on the premises

WHEREAS, CITY has found that providing a program consisting of a grant of funds to AmeriCredit Financial Services, Inc. (hereinafter referred to as "OWNER") in exchange for OWNER'S completion of the project proposed by OWNER will promote local economic development and stimulate business and commercial activity and create jobs within the City of Arlington (hereafter referred to as "PROGRAM"); and

WHEREAS, CITY has determined that the PROGRAM will directly establish a public purpose and that all transactions involving the use of public funds and resources in the establishment and administration of the PROGRAM contain controls likely to ensure that the public purpose is accomplished; and

WHEREAS, Chapter 380 of the Local Government Code provides statutory authority for establishing and administering the PROGRAM provided herein; and,

WHEREAS, the Arlington City Council has elected to participate in economic development incentives in accordance with V.T.C.A. Local Government Code, Chapter 380, and has adopted policy statements, guidelines, criteria and procedures for evaluating and considering applications and agreements for such incentives; NOW THEREFORE

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

I.

That all of the recitals contained in the preamble of this resolution are found to be true and are adopted as findings of fact by this governing body and as part of its official record.

II.

That the City Manager or his designee is authorized to execute a Chapter 380 Grant Agreement with OWNER to provide certain economic incentives associated with the acquisition and modification of the property located at 3801 S. Collins St. in

Arlington, Texas for the expansion of financial services operations into the building located on the premises.

III.

In authorizing the execution of and in executing the referenced agreement, the City of Arlington, Texas, through its City Council and City officials, hereby exercises a governmental function in accordance with but not limited to Section 101.0215 of the Texas Civil Practices and Remedies Code.

IV.

A substantial copy of the Chapter 380 Grant Agreement is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

PRESENTED AND PASSED on this the _____ day of _____, 2014, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

_____
ROBERT N. CLUCK, Mayor

ATTEST:

_____
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
JAY DOEGEY, City Attorney

BY _____

Exhibit "A"

THE STATE OF TEXAS §
§ **CHAPTER 380 GRANT AGREEMENT**
COUNTY OF TARRANT §

THIS Agreement is entered into by and between **AMERICREDIT FINANCIAL SERVICES, INC.** (the "OWNER"), and the **CITY OF ARLINGTON, TEXAS**, a home-rule city and municipal corporation of Tarrant County, Texas, acting by and through its City Manager or his designee (hereafter referred to as "CITY").

W I T N E S S E T H:

WHEREAS, the CITY has found that providing a program of incentives to OWNER in exchange for OWNER'S completion of the project proposed by OWNER would promote local economic development and stimulate business and commercial activity within the City of Arlington (hereafter referred to as PROGRAM); and

WHEREAS, the CITY has determined that the PROGRAM will directly establish a public purpose and that all transactions involving the use of public funds and resources in the establishment and administration of the PROGRAM contain controls likely to ensure that the public purpose is accomplished; and

WHEREAS, Chapter 380 of the Local Government Code provides statutory authority for establishing and administering the incentive PROGRAM provided herein; NOW THEREFORE,

The CITY and OWNER, for and in consideration of the mutual promises contained herein, do hereby agree as follows:

I.
DEFINITIONS

A. "Added Taxable Value" is defined as the value of the Eligible Property above the Base Year Value, as determined by the Tarrant Appraisal District, on January 1 of the applicable tax year.

B. "Base Year Value" is defined as the taxable value of the Eligible Property as of January 1, 2014, as determined by the Tarrant Appraisal District, which shall be the lower of $12,650,000 or the final determination of taxable value for 2014 following protest of the same (TAD Account Numbers: 40331865 and 40331857) for purposes of this Agreement.

C. "Eligible Property" is defined as the Premises and the real property improvements erected or affixed to the Premises.

D. "Grant" means an annual payment of money from CITY to OWNER.

E. "Job" is defined as a permanent, full-time employment position that results in actual paid employment on the Premises of at least one thousand, eight hundred and twenty (1,820) hours per position in a year. Employment positions shall include OWNER'S direct employees and related contractors or consultants so long as the contractor or consultant's place of work is on the Premises as a result of the Project. Jobs shall not include part-time employment.

F. "Premises" is defined as the Real Property (including the building as modified for the Project) located at 3801 S. Collins St., Arlington, Texas 76014, further described in **Exhibit "A"**. The parties acknowledge that a secondary address for the Premises exists, which is 1100 E. Arbrook Blvd., Arlington, Texas 76014.

G. "Project" is defined as: OWNER'S acquisition and modification of the property located at 3801 S. Collins St., Arlington, Texas 76014, for the expansion of its financial services operations into the building located on the Premises.

H. "Sales Tax Receipts" is defined as the CITY'S receipt from the State of Texas from the collection of the CITY'S one and three quarters percent (1.75%) sales and use tax imposed by the CITY (it being expressly understood that the CITY'S sales and use tax receipts are being used only as a measurement for its participation through the use of general funds), attributed to the collection of the CITY'S one and three quarters (1.75%) sales and use tax as a result of the sale to and purchase by OWNER of taxable items associated with the Project that are consummated in the CITY.

II.
IMPROVEMENT CONDITIONS AND REQUIREMENTS

In order to receive and keep the incentives and benefits described in this Agreement, the following must occur:

A. OWNER will complete the Project by expanding OWNER'S financial services operations into the building located on the Premises by no later than December 31, 2016.

B. OWNER'S completion of the Project must result in $5,000,000 Added Taxable Value by tax year beginning January 1, 2017.

C. OWNER'S completion of the Project must result in 200 or more Jobs on the Premises by December 31, 2016 and 400 or more Jobs on the Premises by December 31, 2017. Such Jobs must be new, permanent Jobs resulting from the expansion of OWNER'S business onto the Premises.

D. The Premises and the Project must conform to the applicable building codes, zoning ordinances and all other ordinances and regulations.

E. OWNER covenants and agrees to use all reasonable efforts to cause the Project to be constructed in a good and workmanlike manner and in accordance with all applicable state and local laws and regulations.

F. OWNER covenants and certifies that OWNER does not and will not knowingly employ an undocumented worker as that term is defined by section 2264.01(4) of the Texas Government Code. In accordance with section 2265.052 of the Texas Government Code, if OWNER is convicted of a violation under 8 U.S.D. Section 1324a(f), OWNER shall repay to the CITY the full amount of the grant payment(s) made under section V of this Agreement, plus 10% per annum from the date the grant payment(s) was made. Repayment shall be paid within 120 days after the date OWNER receives notice of violation from the CITY.

III.
GRANTS

In exchange for OWNER'S completion and compliance with the Conditions and Requirements set forth in section II above, CITY shall make the following Grants:

A. **Ad Valorem Grant.** On an annual basis, beginning in 2018 and ending in 2024, CITY agrees to pay to OWNER a Grant payment calculated as provided below.

1. Each Grant payment shall be determined annually based upon the following:

   a. An amount equal to 75% of the ad valorem taxes collected by CITY in the previous tax year for the Added Taxable Value.

   b. An additional amount equal to 10% of the ad valorem taxes collected by CITY in the previous tax year for the Added Taxable Value if the wages for the Jobs are above the median wage for Arlington. The median wage for Arlington 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 certification is submitted to the City. To qualify, OWNER'S median wage must exceed the figure determined by multiplying the reported margin of error for median earnings for workers times 1.20 and adding this figure to the reported estimate of median earnings for workers. If margin of error is not reported, the figure that OWNER'S median wage must exceed will be determined by taking the differences between the reported high estimate and

estimate and multiplying the difference by 1.20 and adding this figure to the estimate.

c. An additional amount equal to 5% of the ad valorem taxes collected by the CITY in the previous tax year if OWNER provides proof that OWNER utilized Arlington contractors and/or certified minority/women-owned contractors for a minimum of 30% of the total costs for the Project's construction, supply and service expenses.

2. Each year OWNER must certify compliance by March 15 of payment in full of all real property taxes for property located at the Premises, subject to the right of protest. Each year OWNER must also certify Jobs required, such certification shall be accompanied by an employment report generated by owner documenting the number of Jobs at the Premises during the prior calendar year. Failure to timely submit the annual certifications in accordance with this subsection after notice and opportunity to cure as provided in Section VI(B) below shall waive OWNER'S right to the Grant for the relevant reporting period until such time as the certifications have been provided.

3. All ad valorem grant payments will be paid by CITY to OWNER on or before June 1 of each year, beginning in June 2018 and ending in June 2024, provided the Conditions and Requirements contained in Section II have been met.

B. **Sales Tax Grant.** CITY agrees to provide OWNER a one-time grant in an amount equal to fifty percent (50%) of the CITY's Sales Tax Receipts for the twenty-four-month period beginning the later of (i) July 1, 2014 and (ii) the date upon which OWNER obtains title to the Eligible Property (the "Sales Tax Period Commencement Date") through the date which is twenty-four months from the Sales Tax Period Commencement Date (the "Sales Tax Period"). The sale of taxable items subject to this grant shall be for items directly related to the Project.

1. "Sales Tax Certificate" shall mean a certificate or other statement in a form reasonably acceptable to the CITY setting forth the CITY'S receipts from the State of Texas from the collection of the CITY'S one and three quarters percent (1.75%) sales and use tax imposed by the CITY for the sale to and purchase by OWNER of taxable items associated with the Project that are consummated in the CITY during the Sales Tax Period which are to be used to determine the amount of the grant and to determine OWNER eligibility for the grant, together with such supporting documentation, as CITY may reasonably request. The Sales Tax Certificate shall at a minimum contain and include or be accompanied by the following:

a. A schedule detailing the amount of the CITY'S one and three quarters percent (1.75%) sales and use tax collected and paid to the State of Texas as a result of the sale to and purchase by OWNER of taxable items purchased in association with the Project that are consummated in the CITY during the Sales Tax Period.

b. If, acting reasonably, the CITY determines that its one and three quarters percent (1.75%) sales and use tax was not collected and remitted, CITY may request copies of certain sales and use tax returns and reports, sales and use tax prepayment returns, direct payment permits and reports, including amended sales and use tax returns or reports, filed by a company, business or other legal entity (the OWNER'S Vendor) showing the CITY'S one and three quarters percent (1.75%) sales and use tax collected (including sales and use tax paid directly to the State of Texas pursuant to a direct payment certificate) for the sale to and purchase by OWNER of taxable items associated with the Project during the Sales Tax Period.

c. A copy of all direct payment and self-assessment returns, including amended returns, filed by OWNER during the Sales Tax Period showing the CITY'S one and three quarters percent (1.75%) sales and use tax paid by OWNER for the purchase of taxable items associated with the Project that are consummated in the CITY during the Sales Tax Period.

d. Information concerning any refund or credit received by OWNER of the CITY'S one and three quarters percent (1.75 %) sales or use taxes paid by OWNER (including any sales and use tax paid directly to the State of Texas pursuant to a direct payment permit) which has previously been reported by OWNER as sales and use tax paid or collected during the Sales Tax Period.

2. A schedule detailing the total of sales tax paid by OWNER for the purchase of taxable items associated with the Project that are consummated in the CITY during the Sales Tax Period.

3. CITY agrees, to the extent allowed by law, to maintain the confidentiality of the Certifications.

4. In the event the State of Texas determines that the CITY erroneously received Sales Tax Receipts, or that the amount of sales and use tax paid to the CITY exceeds the correct amount of sales and use tax applicable to this grant, the OWNER shall, within thirty (30) days after receipt of

notification thereof from the CITY specifying the amount by which the grant exceeded the amount to which the COMPANY was entitled pursuant to such State of Texas determination, pay such amount to the CITY. As a condition precedent to payment of such refund, the CITY shall provide OWNER with a copy of such determination by the State of Texas. The provisions of this subsection shall survive termination of this Agreement.

5. OWNER shall provide the CITY with the Sales Tax Certificate by sixty (60) days following the end of the Sales Tax Period. The grant shall be paid by CITY to OWNER within one hundred twenty (120) days following the CITY'S receipt of the Sales Tax Certificate required in this section.

6. The grant made hereunder shall be paid from current revenue from available funds that have been appropriated by the CITY. Under no circumstances shall CITY'S obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision.

7. Under no circumstances shall CITY be obligated to pay the grant unless there is available Sales Tax Receipts and not until receipt of the Sales Tax Certificate. CITY shall not be required to provide the grant unless the CITY has received the Sales Tax Receipts for the covered time period attributed to the sale to and purchase by OWNER of taxable items associated with the Project that are consummated in the CITY during the Sales Tax Period.

IV.
ASSIGNMENTS

It is intended by the parties hereto that this Agreement may be assigned by OWNER to a successor owner only with prior written approval of the City Council, which approval will not be unreasonably withheld or delayed.

V.
INDEMNIFICATION

It is understood and agreed between the parties that OWNER, in performing its obligations hereunder, is acting independently, and CITY assumes no responsibility or liability to third parties in connection therewith, and OWNER agrees to indemnify and hold harmless CITY from any claims, damages, verdicts or judgments arising out of actions or omissions by OWNER or caused by OWNER in breach of this agreement. It is further understood and agreed among the parties that CITY, in performing its obligations hereunder, is acting independently, and OWNER assumes no responsibility or liability to third parties in connection therewith, and CITY agrees to the extent allowed by law to indemnify and hold harmless OWNER from any such responsibility or liability.

VI.
BREACH AND RECAPTURE

A. Breach - A breach of this Agreement that is not cured following notice and opportunity to cure as provided herein may result in termination or modification of this Agreement and recapture by CITY of Grants. The following conditions shall constitute a breach of this Agreement:

1. OWNER terminates use of the Premises for more than 30 days at a time at any time during the duration of the Agreement; or

2. OWNER fails to meet the Conditions and Requirements as specified in Section II (A), (B), (C), (D), and (E) or OWNER fails to provide certifications required by Section III (B) above.

B. Notice of Breach - In the event that CITY makes a reasonable determination that OWNER has breached this Agreement, then CITY shall give OWNER written notice of such. OWNER has sixty (60) days following receipt of said written notice to reasonably cure such breach, or this Agreement may be terminated by CITY, and recapture of Grants may occur. Notice of breach shall be in writing and shall be delivered by personal delivery or certified mail to OWNER at its address provided in Section VII of this Agreement.

C. Recapture - During the term of this Agreement, should OWNER commit a breach of this Agreement according to items A(1) or A(2) of this Section and such breach is not cured pursuant to the procedures outlined in Paragraph B of this Section, CITY may terminate this Agreement and recapture all Grant payments made under this Agreement up to the time of breach, subject to the meeting of Section VI(B) herein providing an instance when recapture will not occur.

VII.
NOTICE

Notices required to be given to any party to this Agreement shall be delivered by regular U. S. Mail or certified mail, return receipt requested, postage prepaid, addressed to the party at its address as set forth below, and shall be deemed delivered as of the date deposited in the United States Mail:

OWNER: AmeriCredit Financial Services, Inc.
801 Cherry St., Suite 3500
Fort Worth, Texas 76102
Attn: Accounting Corporate Taxes

CITY: City of Arlington
P.O. Box 90231
Arlington, Texas 76004-3231
Attention: City Manager

Any party may change the address and add additional parties to whom notice will be sent by giving the other parties written notice in the manner provided in this Section.

VIII.
TERM

This Agreement shall become effective when executed by OWNER and CITY and shall terminate after the last grant payment under Section III is made, unless sooner terminated in accordance with this Agreement.

IX.
FORCE MAJEURE

Neither CITY nor OWNER, nor any successor in interest or assignee shall be considered in breach or default of their respective obligations under this Agreement, and time for performance of obligations hereunder shall be extended, in the event of any delay caused by force majeure, including damage or destruction by fire or other casualty, condemnation, strike, lockout, civil disorder, war, governmental action or inaction for an unreasonable period (unless caused by gross negligence or omissions by OWNER), acts of God, or similar events.

X.
COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which shall constitute one instrument, and shall be binding and effective when all of the parties hereto have executed at least one counterpart.

XI.
SUCCESSORS AND ASSIGNS

CITY and OWNER each bind themselves, their successors, executors, administrators and assigns to the other party to this agreement. Except as specifically provided in this Agreement, neither CITY nor OWNER will assign, sublet, subcontract or transfer any interest in this agreement without the written consent of the other party.

XII.
ENTIRE AGREEMENT

This agreement 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.

XIII.
APPLICABLE LAW

This Agreement is entered into subject to the Arlington City 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.

XIV.
SEVERABILITY

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

XV.
REMEDIES

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

XVI.
NO THIRD-PARTY BENEFICIARIES

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

the terms of this agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or OWNER.

XVII.
PROCUREMENT OF GOODS AND SERVICES FROM ARLINGTON BUSINESSES AND/ OR HISTORICALLY UNDERUTILIZED BUSINESSES

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

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

XVIII.
HEADINGS

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

XIX.
AUTHORITY

This Agreement was authorized by resolution of the City Council authorizing the City Manager or his designee to execute this Chapter 380 Grant Agreement on behalf of the CITY.

AMERICREDIT FINANCIAL SERVICES, INC.

BY_____
Name: _____
Title: _____
Date: _____

WITNESS:

_____

CITY OF ARLINGTON, TEXAS

BY_____
DONALD E. JAKEWAY
Deputy City Manager
Date: _____

ATTEST:

_____
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
JAY DOEGEY, City Attorney

BY_____

THE STATE OF TEXAS §
§ **AMERICREDIT FINANCIAL SERVICES, INC.**
COUNTY OF _____ § **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 or she executed same for and as the act and deed of **AMERICREDIT FINANCIAL SERVICES, INC.** and as the _____ thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2014.

_____
Notary Public in and for
The State of Texas

_____ _____
My Commission Expires Notary's Printed Name

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 **DONALD E. JAKEWAY**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **CITY OF ARLINGTON, TEXAS**, a municipal corporation of Tarrant County, Texas, and as the **Deputy City Manager** thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2014.

_____
Notary Public in and for
The State of Texas

_____ _____
My Commission Expires Notary's Printed Name

Exhibit "A"
Premises

FIELD NOTE DESCRIPTION

STATE OF TEXAS
COUNTY OF TARRANT

BEING a tract of land situated in the R.R. RAMEY SURVEY, Abstract No. 1343 and being all of LOT 2 and LOT 3, BLOCK 9 of the ARLINGTON TECH CENTRE, an addition to the City of Arlington as recorded in Cabinet A, Slide 8145 of the Plat Records of Tarrant County, Texas (PRTCT) and being more particularly described as follows;

BEGINNING at the most southwesterly corner of said LOT 2, BLOCK 9, said point being set in the easterly Right-of-Way line of SOUTH COLLINS STREET (variable width Right-of-Way) which a ½ inch iron rod found bears South 21 deg 29 min 07 sec East a distance of 0.43 feet;

THENCE along the easterly Right-of-Way line of said SOUTH COLLINS STREET as follows;

North 32 deg 28 min 47 sec West a distance of 74.68 feet to a ½ inch iron rod found for the beginning of a curve to the right having a radius of 1440.00 feet and having a chord bearing of North 23 deg 54 min 43 sec West and a chord length of 429.05 feet;

Continuing along said curve to the right through a central angle of 17 deg 08 min 06 sec and an arc length of 430.65 feet to a ½ inch iron rod set with a red plastic cap stamped "W.A.I." for the point of tangency;

North 06 deg 59 min 04 sec West a distance of 238.91 feet to a Pk nail set in asphalt pavement for the beginning of a curve to the right having a radius of 1425.00 feet and having a chord bearing of North 05 deg 15 min 55 sec West and a chord length of 26.43 feet;

Continuing along said curve to the right through a central angle of 01 deg 03 min 45 sec and an arc length of 26.43 feet to a ½ inch iron rod set with a red plastic cap stamped "W.A.I. for corner, said point being set in the southerly line of LOT 12 of the ROBERT RAMEY ADDITION, an addition to the City of Arlington as recorded in Volume 388-172, Page 58 (PRTCT);

THENCE departing the easterly Right-of-Way line of said SOUTH COLLINS STREET and along the southerly line of said LOT 12 South 89 deg 23 min 19 sec East a distance of 199.97 feet to a Pk Nail set in asphalt pavement for the most southeasterly corner of said LOT 12;

THENCE along the easterly line of said LOT 12 North 00 deg 18 min 53 sec East a distance of 235.00 feet to a ½ inch iron rod set with a red plastic cap stamped "W.A.I." for corner , said point being set in the southerly Right-of-Way line of EAST ARBROOK BOULEVARD (variable width Right-of-Way);

THENCE departing the easterly line of said LOT 12 and along the southerly Right-of-Way line of said EAST ARBROOK BOULEVARD South 89 deg 23 min 19 sec East a distance of 580.36 feet to a ½ inch iron rod set with a red plastic cap stamped "W.A.I." for corner, said point being set in the westerly line of LOT 1R, BLOCK 9 of the said ARLINGTON TECH CENTRE;

THENCE departing the southerly Right-of-Way line of said EAST ARBROOK BOULEVARD and along the westerly line of said LOT 1R, BLOCK 9 South 00 deg 18 min 53 sec West a distance of 217.67 feet to a ½ inch iron rod found for the most southwesterly corner of said LOT 1R, BLOCK 9;

THENCE along the southerly line of said LOT 1R, BLOCK 9 South 89 deg 25 min 52 sec East passing through a ½ inch iron rod set with a red plastic cap stamped "W.A.I." for the most northwesterly corner of LOT 3, BLOCK 9 at a distance of 559.01 feet continuing in all a distance of 768.88 feet to a ½ inch iron rod set with a red plastic cap stamped "W.A.I." for the most northeasterly corner of said LOT 3, BLOCK 9, said point being set in the westerly Right-of-Way line of VELA DRIVE (60' Right-of-Way);

THENCE along the departing the southerly line of said LOT 1R, BLOCK 9 and along the westerly Right-of-Way line of said VELA DRIVE as follows;

South 00 deg 34 min 08 sec West a distance of 307.38 feet to a ½ inch iron rod set with a red plastic cap stamped "W.A.I." for the beginning of a curve to the right having a radius of 570.00 feet and having a chord bearing of South 13 deg 31 min 02 sec West and a chord length of 255.44 feet;

Continuing along said curve to the right through a central angle of 25 deg 53 min 47 sec and an arc length of 257.63 feet to a ½ inch iron rod set with a red plastic cap stamped "W.A.I." for corner, said point being the beginning of a corner-clip;

THENCE departing the westerly Right-of-Way line of said VELA DRIVE and along said corner-clip South 73 deg 56 min 35 sec West a distance of 34.58 feet to a ½ inch iron rod set with red plastic cap stamped "W.A.I." for corner, said point being set in the northerly Right-of-Way line of GAMBREL ROAD (60' Right-of-Way) and being the beginning of a non-tangent curve to the left having a radius of 1380.00 feet and having a chord bearing of North 73 deg 07 min 10 sec West and a chord length of 609.82 feet;

THENCE departing said corner-clip and along the northerly Right-of-Way line of said GAMBREL ROAD as follows;

Continuing along said non-tangent curve to the left through a central angle of 25 deg 31 min 47 sec and an arc length of 614.90 feet to a ½ inch iron rod set with a red plastic cap stamped "W.A.I."for the beginning of a non-tangent curve to the left having a radius of 50.00 feet and having a chord bearing of South 73 deg 53 min 36 sec West and a chord length of 95.38 feet ;

Continuing along said non-tangent curve to the left through a central angle of 145 deg 02 min 07 sec and an arc length of 126.57 feet to a ½ inch iron rod set with a red plastic cap stamped "W.A.I." for the point of tangency;

THENCE departing the northerly Right-of-Way line of said GAMBREL ROAD South 00 deg 18 min 53 sec West a distance of 292.90 feet ½ inch iron rod set with a red plastic cap stamped "W.A.I." for corner, said point being the most northeasterly corner of LOT 10 of the said ROBERT RAMEY ADDITION;

THENCE along the northerly line of said LOT 10 North 89 deg 41 min 07 sec West a distance of 507.00 feet to a Pk Nail found in asphalt for corner;

THENCE South 57 deg 31 min 13 sec West a distance of 28.40 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 22.352 acres or 973,643 square feet of land more or less. Bearings contained within this field note description are based upon an on the ground survey performed in the field on the 21st day of September, 2006 utilizing the bearings as found on the plat of the ARLINGTON TECH CENTRE, an addition to the city of Arlington as recorded in Cabinet A, Slide 8145 (PRTCT).