City Council Agenda

NOVEMBER 10, 2015

(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-2015

MONTH	SCHEDULED
January	13, 20
February	10, 24
March	3, 17
April	14, 28
May	12, 19*, 26***
June	2, 16.23**
July	Break
August	4, 11**, 25
September	1, 10**, 15
October	13, 27
November	10, 17
December	1, 15

* 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-2015

EL MES	PROGRAMADO
Enero	13, 20
Febrero	10, 24
Marzo	3, 17
Abril	14, 28
Mayo	12, 19*, 26***
Junio	2, 16, 23**
Julio	Descanso
Agosto	4, 11**, 25
Septiembre	1, 10**, 15
Octubre	13, 27
Noviembre	10, 17
Diciembre	1, 15

* 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, November 10, 2015
6:30 PM

I. CALL TO ORDER

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

III. SPECIAL PRESENTATIONS

IV. APPOINTMENTS TO BOARDS AND COMMISSIONS

V. SPEAKER GUIDELINES AND GENERAL DECORUM

VI. APPROVAL OF ITEMS FROM EXECUTIVE SESSION

1. **Oil and Gas Lease – Vantage Fort Worth Energy, LLC; Lease No. 15-001**
A resolution authorizing the City Manager or his designee to execute an Oil and Gas Lease between Vantage Fort Worth Energy, LLC, and the City of Arlington relative to the exploration and production of natural gas situated under approximately 12.46 acres of land being a portion of Lake Arlington, City of Arlington, Tarrant County, Texas.

- 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. **Fourth Amendment to Oil and Gas Lease – Chesapeake Exploration, L.L.C., Total E&P USA, Inc., and Larchmont Resources, L.L.C.; Lease No. 10-051**
A resolution authorizing the City Manager or his designee to execute a Fourth Amendment to Oil and Gas Lease between Chesapeake Exploration, L.L.C., Total E&P USA, Inc., Larchmont Resources, L.L.C., and the City of Arlington relative to a No Surface Use Oil and Gas Lease in approximately 0.900 acres of land being 3601 Little Road and Little School Road Right-of-Way, City of Arlington, Tarrant County, Texas, for a resulting total lease of approximately 17.27 acres.

VII. APPROVAL OF MINUTES

Afternoon Meeting, October 27, 2015
Evening Meeting, October 27, 2015

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. **Sole-Source Annual Maintenance Agreement for Polaris Integrated Library System Automation Software, Bid Project 16-0034 (MO#11102015-001)**
Authorize the City Manager or his designee to execute a sole-source annual maintenance agreement for the Polaris Integrated Library System (ILS) Automation Software with Innovative Interfaces, Inc. of Emeryville, California, in the amount of $74,092.89, and execute any and all documents necessary to carry out such agreement. This purchase is exempt from the competitive bidding statutes in accordance with the Texas Local Government Code, Section 252.022 (a) 7 as sole-source procurement. Funds are budgeted in Library Electronic Services Account No. 960401-63142.

2. **Renewal of Annual Requirements Contract for Flocculent Polymer, Bid Project 14-0037 (MO#11102015-002)**
Authorize the City Manager or his designee to exercise the second of four, one-year renewal options in the contract for flocculent polymer with Polydyne, Inc. of Riceboro, Georgia in the estimated amount of $85,800, and execute any and all documents necessary to carry out such renewal. Funds are budgeted in the Water Treatment Operations Account No. 620101-60008.

3. **Renewal of Annual Requirements Contract for Caustic Soda, Bid Project 14-0039 (MO#11102015-003)**
Authorize the City Manager or his designee to exercise the second of four, one-year renewal options in the contract for caustic soda with Univar USA, Inc. of Bedford Park, Illinois in the estimated amount of $699,625, and execute any and all documents necessary to carry out such renewal. Funds are budgeted in the Water Treatment Operations Account No. 620101-60008.

4. **Renewal of Annual Requirements Contract for Liquid Aluminum Sulfate, Bid Project 15-0007 (MO#11102015-004)**
Authorize the City Manager or his designee to exercise the first of four, one-year renewal options in the contract for the supply and delivery of liquid aluminum sulfate with Chameleon Industries, Inc. of Mesquite, Texas, in the estimated amount of $548,280, and execute any and all documents necessary to carry out such renewal. Funds are budgeted in Water Treatment Operations Account No. 620101-60008.

5. **Annual Requirements Contract for Fire Hydrants, Bid Project 15-0158 (MO#11102015-005)**
Authorize the City Manager or his designee to execute an annual requirements contract for fire hydrants with Ferguson Waterworks of Dallas, Texas in the estimated amount of $265,298, and execute any and all documents necessary to carry out such contract. Funds are budgeted in Water Utilities Inventory Account No. 5000-16000.

6. **Contract Modification No. 1 for Tri-Schools Street Improvements (Ledbetter Road, Russell Road, Calender Road, and Curry Road); Project PWST10010 (MO#11102015-006)**
Authorizing the City Manager or his designee to execute Contract Modification No. 1 to the construction contract with Jackson Construction, Ltd., of Fort Worth, Texas, for the Tri-Schools Street Improvements Project (Ledbetter Road, Russell Road, Calender Road, and Curry Road) in the amount of $1,683,773.20. Funding is available in the following accounts: Street Bond Fund Account No. 358504-68153-65360699 [$571,997.20], Water Bond Fund Account No. 658502-68252-20000205 [$1,105,636.00], and Sewer Bond Fund Account No. 648502-68250-20000204 [$6,140.00].

7. **Advance Funding Agreement for Supplemental Transportation Program – Green Ribbon Project Agreement (MO#11102015-007)**
Authorizing the City Manager or his designee to execute a Local Project Advance Funding Agreement with the Texas Department of Transportation (TXDOT) of Fort Worth, Texas for a Supplemental Transportation Program Green Ribbon Project in the amount of $400,000. Funding is available in the Park Capital Fund Account No. 508501-53680598-68101.

8. **Corridor Landscaping and Beautification Project, Bid Project 16-0012 (MO#11102015-008)**
Authorize the City Manager or his designee to execute a contract for corridor landscaping and beautification services with Greycon, Inc. of Arlington, Texas in the estimated amount of $140,950, and execute any and all documents necessary to carry out such contract. Funds are budgeted in Parks and Recreation Account No. 121201-46250-125047.

9. **Consultant Services Contract for a Lynn Creek Linear Trail Project, Project No. PKPL-15003 (MO#11102015-009)**
Authorizing the City Manager or his designee to execute a Consultant Services Contract for design documents for the Lynn Creek Linear Trail project with Schrickel, Rollins and Associates, Inc. of Arlington, Texas, in an amount not to exceed $241,415. Funding is available in Park Capital Account No. 508501-61002-53580598.

10. **Construction Contract for Martha Walker Park Development, Project No. PKPL-14003 (MO#11102015-010)**
Authorize the City Manager or his designee to execute a construction agreement with North Rock Construction LLC of Denton, Texas for Martha Walker Park Development in the amount not to exceed $648,820. Funding is available in Parks Capital Fund Account No. 508501-68101-53500598.

B. Consent Agenda Ordinances – Final Readings

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

1. **Zoning Case ZA15-3 (Kautz Office - 4247 Pleasantview Drive) *(CLOSED)***
Consider a request to change the zoning of property to Limited Office (LO) on approximately 0.573 acres zoned Residential Single-Family 7.2 (RS-7.2) and generally located north of the West Interstate 20 Highway service road and east of Pleasantview Drive. Final reading of an ordinance changing the zoning classification on certain property known as 4247 Pleasantview Drive to Limited Office (LO) and amending the Zoning District Map accordingly.

2. **Zoning Case PD15-7 (Remodel for Kerr Industries - 2540 East Abram Street) *(CLOSED)***
Consider a request for a change in the zoning of property to Planned Development (PD) for limited Industrial Manufacturing (IM) uses, with a Development Plan on approximately 11.251 acres zoned General Commercial (GC) and generally located south of East Abram Street and west of South Watson Road. Final reading of an ordinance changing the zoning classification on certain property known as 2540 East Abram Street to Planned Development (PD) for limited Industrial Manufacturing (IM) uses, with a Development Plan and amending the Zoning District Map accordingly.

3. **Special Event Zone in Support of the College Football Playoff Semi-Final at the Goodyear Cotton Bowl Classic**
Final reading of an ordinance prohibiting certain activities within a special event zone in connection with the College Football Playoff Semi-Final at the Goodyear Cotton Bowl Classic and its Related Activities in the City of Arlington; providing for a fine of up to $500 for each violation of the ordinance; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions, publication and an effective date.

4. **Storage of Recycling Containers**
Final reading of an ordinance amending the "Health and Sanitation" Chapter of the Code of the City of Arlington, Texas,1987, through the amendment of Article I, Definitions, Section 1.01, Definitions, by the addition of the definitions of "Recycle", "Recyclable Materials, Recyclables or Recycling" and "Reusable Recycling Container"; and the amendment of Article II, Garbage and Trash, by the addition of Section 2.02.01, Residential Storage of Reusable Recycling Containers; providing this ordinance be cumulative; providing for severability, governmental immunity and publication; and becoming effective ten days after first publication.

C. Consent Agenda Resolutions

1. **COPS Community Policing Development Microgrant Program**
A resolution authorizing the acceptance of a grant from the United States Department of Justice Office of Community Oriented Policing Services (COPS) for funding in the amount of $74,999 over two years through the COPS Community Policing Development Microgrant Program for the development of a smartphone app for officers and the general public and authorizing the execution of contracts and other documents relative to the submission and later acceptance of such grant.

2. **Family Violence Intervention and Prevention Grant**
A resolution authorizing the acceptance of a grant award from the Criminal Justice Division of the Office of the Governor for funding assistance not to exceed $81,442 from the Victims of Crime Act fund for funding of one Victim Services Counselor and authorizing the execution of documents relative to the acceptance of such grant.

3. **TxDot Comprehensive STEP Grant**
A resolution authorizing the submission of a grant application, and acceptance of the grant, if awarded, from the Texas Department of Transportation for approximately $274,192 in funding assistance to provide speed, safety belt and DWI enforcement and authorizing the execution of documents relative to the later acceptance of such grant.

4. **Arlington Independent School District Agreement (School Resource Officers)**
A resolution authorizing the execution of a retroactive agreement with the Arlington Independent School District relative to the Arlington Police Department providing School Resource Officer services for the estimated amount of $1,300,291.

5. **Arlington Independent School District Agreement (Hometown Recruiting Officer)**
A resolution authorizing the execution of a retroactive agreement and addendum with the Arlington Independent School District relative to the Arlington Police Department providing a Hometown Recruiting Officer for the estimated amount of $71,667.28.

6. **Interlocal Cooperation Contract with the University of Texas at Arlington for the 2015 Large Diameter Sanitary Sewer Inspection and Evaluation, Project No. WUOP15016**
A resolution authorizing the execution of an Interlocal Cooperation Contract with the University of Texas at Arlington relative to the 2015 Large Diameter Sanitary Sewer Inspection and Evaluation, Project No. WUOP15016, in an amount not to exceed $882,000.

7. **Landscape Maintenance Agreement with Texas Department of Transportation for the Pioneer Parkway – Green Ribbon Project**
A resolution authorizing the execution of a Landscape Maintenance Agreement that revises the Municipal Maintenance Agreement with the Texas Department of Transportation to allow for required maintenance of the Pioneer Parkway / SS303 corridor from west limits to east limits within Arlington

8. **Fee Storage of Residential Reusable Recycling Container**
A resolution authorizing and approving a fee pursuant to the authority contained in the "Health and Sanitation" Chapter of the Code of the City of Arlington, Texas, 1987.

END OF CONSENT AGENDA

IX. ITEMS TO BE WITHDRAWN FROM THE CONSENT AGENDA

X. CONSIDER AND VOTE ON WITHDRAWN ITEMS

XI. PUBLIC HEARINGS: ORDINANCES FIRST READING

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

A. Public Hearing – Ordinances First Reading

1. **Airport Development Plan and Airport Layout Plan**
Following the public hearing, consider an ordinance amending 99 square miles - the Comprehensive Plan for the City of Arlington to incorporate the Airport Development Plan for the Arlington Municipal Airport, and authorizing submission of the Airport Development Plan and Airport Layout Plan to the Federal Aviation Administration and the Texas Department of Transportation Aviation Division; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions, and publication; and becoming effective ten days after first publication.

ORDINANCE FIRST READING
First reading of an ordinance amending 99 square miles - the Comprehensive Plan for the City of Arlington to incorporate the Airport Development Plan for the Arlington Municipal Airport, and authorizing submission of the Airport Development Plan and Airport Layout Plan to the Federal Aviation Administration and the Texas Department of Transportation Aviation Division; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions, and publication; and becoming effective ten days after first publication.

2. **Amending the "Airport" Chapter of the Code of Ordinances**
Following the public hearing, consider an ordinance amending the “Airport” Chapter of the Code of the City of Arlington, Texas, 1987, through the repeal of the existing chapter and the adoption of a new “Airport” Chapter; providing for a fine of up to $500 for each violation of the ordinance; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions, publication and becoming effective ten days after first publication.

ORDINANCE FIRST READING
First reading of an ordinance amending the “Airport” Chapter of the Code of the City of Arlington, Texas, 1987, through the repeal of the existing chapter and the adoption of a new “Airport” Chapter; providing for a fine of up to $500 for each violation of the ordinance; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions, publication and becoming effective ten days after first publication.

3. **(CONTINUED) Specific Use Permit SUP15-6 (Blood Moon Gallery - 1718 South Cooper Street)**
Following the public hearing, consider approval of an ordinance for a Specific Use Permit (SUP) for a tattoo parlor generally located south of West Park Row Drive and west of South Cooper Street.

ORDINANCE FIRST READING
First reading of an ordinance approving Specific Use Permit SUP15-6 for a Tattoo Parlor located at 1718 South Cooper Street and being a portion of a certain property known as 1720 South Cooper Street which is currently zoned Community Commercial (CC) and amending the Zoning District Map accordingly.

4. **(CONTINUED) Zoning Case PD15-9 (Rhett Estates - 3712 Kelly Perkins Road)**
Following the public hearing, consider a request for a change in the zoning of property to Planned Development (PD) for all Residential Single-Family 7.2 (RS-7.2) uses, with a Development Plan on approximately 3.812 acres zoned Residential Single-Family 7.2 (RS-7.2) and generally located south of Curt Drive and west of Kelly Perkins Road.

ORDINANCE FIRST READING
First reading of an ordinance changing the zoning classification on certain property known as 3712 Kelly Perkins Road to Planned Development (PD) for Residential Single-Family 7.2 (RS-7.2) uses, with a Development Plan and amending the Zoning District Map accordingly.

5. **Specific Use Permit SUP15-7 (3411 Hastings Workshop)**
Following the public hearing, consider approval of a Specific Use Permit (SUP) for a secondary living unit on approximately .193 acres of land zoned Residential Single-Family-7.2 (RS-7.2) and generally located north of West Park Row Drive and west of Norwood Lane.

ORDINANCE FIRST READING
First reading of an ordinance adopting Specific Use Permit SUP15-7 for a Secondary Living Unit on certain property known as 3411 Hastings Drive zoned Residential Single-Family-7.2 (RS-7.2) and amending the Zoning District Map accordingly.

6. **Specific Use Permit SUP10-23R2 (Liquitek - 408 113th Street)**
Following the public hearing, consider approval of a revision to the Specific Use Permit (SUP) for a High Impact use on approximately 2.378 acres of land zoned Industrial Manufacturing (IM) and generally located east of 113th Street and south of East Randol Mill Road.

ORDINANCE FIRST READING
First reading of an ordinance adopting revised Specific Use Permit SUP10-23R2 for a High Impact use on certain property known as 408 113th Street zoned Industrial Manufacturing (IM) 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 and Final Readings

1. **Abandonment of Private Easement**
First and final reading of an ordinance vacating and abandoning a variable width access easement on Lot 29-R, William O'Neal Addition, in the City of Arlington, Tarrant County, Texas; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions, declaring an emergency and establishing an effective date.

B. Ordinances- First Reading

1. **Credit Access Business Ordinance**
First reading of an ordinance adding the "Credit Access Business" Chapter to the Code of the City of Arlington, Texas, 1987, relative to setting forth registration requirements and credit extension guidelines for Credit Access Businesses; providing for a fine of up to $500 for each offense in violation of the ordinance; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions, publication; and becoming effective on February 1, 2016.

XIII. ANNOUNCEMENTS

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

Minutes

Arlington City Council Meeting

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

October 27, 2015

1:00 PM

The City Council of the City of Arlington, Texas, convened in Special Session on October 27, 2015, at 1:00 pm in the Council Briefing Room, 101 W. Abram Street, 3rd Floor with the meeting being open to the public and notice of said meeting, giving the date, place and subject thereof, having been posted as prescribed by V.T.C.A., Government Code, Chapter 551, with the following members present, to-wit:

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

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

I. CALL TO ORDER

Mayor J. Williams called the meeting to order at 1:05 p.m. and immediately convened in Executive Session.

II. EXECUTIVE SESSION

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

A. Section 551.071, CONSULTATION WITH ATTORNEY

1. 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 transfer of real property at 1608 N. Collins

3. Abram Street (Collins to SH360) - AutoWash Services, LLC; Project No. PWST07002 A resolution determining the necessity of acquiring approximately 26,995 square feet of land situated in the City of Arlington, Tarrant County, Texas, being a tract of land located in the Joel Blackwell Survey, Abstract Number 147, being all of Lot 1-R, Block 2 located in the Hillview Addition, an addition to the City of Arlington, Tarrant County, Texas as shown by the Amended Plat recorded on December 15, 1994 at Cabinet "A" Slide 2026 in the Plat Records of Tarrant County, Texas for the public use of constructing, maintaining, and using a permanent public street, together with all necessary appurtenances for the Abram Street (Collins to State Highway 360) project.

C. Section 551.074, DELIBERATION REGARDING PERSONNEL MATTERS

1. Discussion of Performance Reviews for Council Appointees

D. Section 551.087, DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

1. Offers of Incentives to Business Prospects.

At 3:50 p.m., Executive Session was adjourned, and Council reconvened in Open Session at 4:11 p.m.

III. WORK SESSION

A. Airport Development Plan/ Airport Governance Documents

Karen VanWinkle, Airport Manager, Arlington Municipal Airport, introduced Matt Quick, Coffman and Associates, who presented the Airport Development Plan. Mike Dmyterko, Coffman and Associates, was available for questions. Karen VanWinkle presented the Airport Governance Documents.

IV. ISSUES SESSION

A. Discussion of informal staff reports

1. 2014 Annual Growth Profile

Elaine Dennehy, Research and Analytics Planning Manager, Community Development and Planning Department, was available for questions.

2. Payday Lending Business Regulations

Jennifer Wichmann, Director, Management Resources Department, provided a brief update on Payday Lending Business Regulations.

3. Student Living in Single Family Neighborhoods

Jim Parajon, Deputy City Manager, Economic Development/Capital Investment, reported on Student Living in Single Family Neighborhoods.

4. Summary of Real Property Transactions – Third and Fourth Quarters 2015

Stuart Young, Real Estate Manager, Community De velopment and Planning Department, was available for questions.

5. FY 2016-City Council Priority: Put Technology to Work

Dr. Theron Bowman, Deputy City Manager, Neighborhood Services, provided an update to Council regarding the FY 2 016-City Council Priority: Put Technology to Work.

B. Discussion of committee meetings

1. Regional Policy and Municipal Infrastructure - Federal Legislative Agenda

Councilmember K. Wilemon, Chair, reported on the Committee meeting.

2. Municipal Policy - Single-Family Residential & Commercial Property Maintenance Improvement Strategy

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

3. Community & Neighborhood Development - Parking of Vehicles; Stormwater/Erosion Program; Unified Development Code Amendments (Payday Lending; Outside Storage, Ballfield Lights)

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

C. Discussion of miscellaneous items

1. Appointments to boards and commissions

There are five proposed appointments for consideration on the evening agenda.

2. Evening Agenda items

Items VIII.B.4, XI.A.2 and XI.A.4 were discussed.

3. Issues relative to City construction projects

Councilmember J. Bennett requested clarification on the Wa ter Sewer Warranty Program. Walter Pishkur, Director, Water Utilities Department, provided information to Council regarding the program.

4. Future Agenda Items

5. Community Relations

Councilmember S. Capehart gave a brief overview of the Community Relations Committee, and the possibility of utilizing this committee for certain city projects.

At 5:03 p.m., Council reconvened into Executive Session. At 5:28 p.m., Council reconvened in Open Session, and there being no further business, the meeting was adjourned.

APPROVED:

W. Jeff Williams, Mayor

ATTEST:

Mary W. Supino, City Secretary

Minutes

Arlington City Council
Regular Meeting

Council Chamber
101 W. Abram St.

October 27, 2015

6:30 PM

The City Council of the City of Arlington, Texas, convened in Regular Session on October 27, 2015, at 6:30 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 J. Williams
Councilmember C. Parker
Councilmember S. Capehart
Councilmember R. Rivera
Councilmember K. Wilemon
Councilmember L. Wolff
Councilmember R. Shepard
Councilmember J. Bennett
Councilmember M. Glaspie

I. CALL TO ORDER

Major J. Williams called the meeting to order at 6:32 p.m.

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

Inman Mohamel Shakib, DFW Spiritual Healing Center, gave the invocation, and the Pledge of Allegiance to U.S. and Texas Flags were recited.

III. SPECIAL PRESENTATIONS

Mayor J. Williams proclaimed November 2-6, 2015 as Municipal Court Week. This proclamation was presented by Councilmember S. Capehart and accepted by Municipal Court Chief Judge Stewart Milner.

Mayor J. Williams proclaimed October 27, 2015 as Shirley Patterson Day. This proclamation was presented by Mayor Williams and accepted by Shirley Patterson.

IV. APPOINTMENTS TO BOARDS AND COMMISSIONS

Councilmember S. Capehart made a motion to approve the following resolutions appointing membership to the following Boards. Seconded by Councilmember J. Bennett, the motion carried with 9 ayes and 0 nays.

Arlington Higher Education Finance Corporation
Sharon Newkirk, Place 1 - term set to expire 09/30/2017
Judy Schneider, Place 4 - term set to expire 09/30/2017
Kenneth Woods, Place 5 - term set to expire 09/30/2017
Ron Hagan, Place 6 - term set to expire 09/30/2017

RESOLUTION NO. 15-258

Library Board
Clay Kelley, Place 4 - term set to expire 06/30/2017

RESOLUTION NO. 15-259

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 the following item from Executive Session. Seconded by Councilmember K. Wilemon, the motion carried with 9 ayes and 0 nays.

1. Abram Street (Collins to SH360) - AutoWash Services, LLC; Project No. PWST07002
   A resolution determining the necessity of acquiring approximately 26,995 square feet of land situated in the City of Arlington, Tarrant County, Texas, being a tract of land located in the Joel Blackwell Survey, Abstract Number 147, being all of Lot 1-R, Block 2 located in the Hillview Addition, an addition to the City of Arlington, Tarrant County, Texas as shown by the Amended Plat recorded on December 15, 1994 at Cabinet "A" Slide 2026 in the Plat Records of Tarrant County, Texas for the public use of constructing, maintaining, and using a permanent public street, together with all necessary appurtenances for the Abram Street (Collins to State Highway 360) project.

Funds are available in Street Bond Funds Account No. 358504-68000-64980699.

RESOLUTION 15-260

VII. APPROVAL OF MINUTES

Special Meeting, October 1, 2015
Afternoon Meeting, October 13, 2015
Evening Meeting, October 13, 2015

Councilmember S. Capehart made a motion to approve the minutes from the October 1, 2015 Special Meeting and the October 13, 2015 Afternoon and Evening Meetings. Seconded by Councilmember L. Wolff, the motion carried with 9 ayes and 0 nays.

VIII. APPROVAL OF CONSENT AGENDA

Councilmember C. Parker made a motion to approve all items from the Consent Agenda. Seconded by Councilmember M. Glaspie, the motion carried with 9 ayes and 0 nays.

A. Minute Orders

1. TxDOT Aviation 2016 RAMP Grant Agreement **(MO10272015-001)**
   Authorize the City Manager or his designee to execute a Texas Department of Transportation (TxDOT) of Austin, Texas, Routine Airport Maintenance Program (RAMP) Grant Agreement for 50% of costs for hangar repairs, and other miscellaneous Airport repair project. The grant amount is limited to $50,000 and the City matching funds for the project are available in Airport Improvement Account 358501-61002-51440499.

2. Change Order No. 10 to the Ten Year Lease Purchase for an Upgrade to the ASTRO@25 Trunked Radio System - Bid Project 13-0176 **(MO10272015-002)**
   Authorize the City Manager or his designee to execute Change Order No. 10 to the ten year lease purchase for the upgrade to the ASTRO@25 trunked radio system from Motorola Solutions, Inc. of Schaumburg, Illinois through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program in the estimated amount of $857,000, and execute any and all documents necessary to carry out such change order. The new contract amount will be $11,670,784. Funds are available in Dispatch Services Fixed Assets/Other Equipment Account No. 900502-68900.

3. Purchase of Structural Collapse and Trench Rescue Equipment, Bid Project 16-0025 **(MO10272015-003)**
   Authorize the City Manager or his designee to approve the purchase of Paratech structural collapse and trench rescue equipment with Metro Fire Apparatus Specialists, Inc. of Houston, Texas, through the Texas Local Government Purchasing Cooperative (TLGPC) in the estimated amount of $125,826, and execute any and all documents necessary to carry out such purchase. Funds are budgeted in 2014 UASI Grant Fund Account No. 228601-68002-228929.

4. Purchase and Abatement Services for Pierce-Burch Water Treatment Plant, Bid Project 16-0027 **(MO10272015-004)**
   Authorize the City Manager or his designee to approve the purchase of abatement services for the Pierce-Burch Water Treatment Plant with Intercon Environmental, Inc. of Mansfield, Texas, through the State of Texas Cooperative Purchasing Program in the estimated amount of $59,640.50, and execute any and all documents necessary to carry out such

purchase. Funds are available in Water Renewal Fund Account No. 678501-20040205-68100.

5. Construction Contract for Pierce-Burch Water Treatment Plant Administration and Laboratory Building Remodels; Project Number CMWU12001 **(MO10272015-005)**
Authorizing the City Manager or his designee to execute a construction contract with Hutcherson Construction, Inc., of Arlington, Texas, for the remodel of the Pierce-Burch Water Treatment Plant Administration and Laboratory buildings remodel projects in an amount not to exceed $1,072,020. Funds are available in Water Utilities Account No. 678501-68100-20040205.

6. Repair Services for Pierce Burch Water Treatment Plant - Pump Engine Drive, Bid Project 16-0028 **(MO10272015-006)**
Authorize the City Manager or his designee to approve the repair services for Pierce Burch Water Treatment Plant (PBWTP) - Pump Engine with Holt Cat Power Systems of Irving, Texas, in the estimated amount of $125,000, and execute any and all documents necessary to carry out such repair services. The repair services for this equipment is available only from Holt Cat Power Systems of Irving, Texas, and, therefore, is exempt from the competitive bidding statutes in accordance with Texas Local Government Code, Section 252.022(a)7, as a sole-source procurement. Funds are budgeted in the Water Utilities Capital Account No. 658502-68900-18108205.

7. Annual Requirements Contract for Street Sweeping Services, Bid Project 16-0002 **(MO10272015-007)**
Authorize the City Manager or his designee to execute an annual requirements contract for street sweeping services with Pannell Industries, Inc., of Dallas, Texas, in the estimated amount of $260,790, and execute any and all documents necessary to carry out such contract. Funds are budgeted in Storm Water Maintenance of Streets Account No. 300102-63132.

8. Annual Requirements Contract for Granular Activated Carbon, Bid Project 15-0008 **(MO10272015-008)**
Authorize the City Manager or his designee to exercise the first of four, one-year renewal options in the contract for the supply and delivery of granular activated carbon with Calgon Carbon Corporation of Pittsburgh, Pennsylvania, in the estimated amount of $276,720, and execute any and all documents necessary to carry out such renewal. Funds are budgeted in Water Treatment Operations Account No. 620101-60008.

9. Replacement of the Master Ozone Control Panel at The John F. Kubala Water Treatment Plant, Project No. WUTR15002 **(MO10272015-009)**
Authorizing the City Manager or his designee to execute a Professional Services Contract with Signature Automation, LLC, of Addison, Texas, for Replacement of the Master Ozone Control Panel at the John F. Kubala Water Treatment Plant in an amount not to exceed $720,481. Funding is available in Water Renewal Fund Account No. 678501-20126205-61043.The expenditures for hardware and installation were 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.

10. Renewal of Annual Requirements Contract for the Supply of Plastic Meter Boxes and Iron Cover Lids, Bid Project 13-0033 **(MO10272015-010)**
Authorize the City Manager or his designee to exercise the third of four, one-year renewal options in the contract for plastic meter boxes and iron cover lids with HD Supply Waterworks of Richland Hills, Texas, in the estimated amount of $258,986.75, and execute any and all documents necessary to carry out such renewal. Funds are budgeted in Water Utilities Inventory Account No. 5000-16000.

11. Renewal of Annual Requirements Contract for Fertilizer, Herbicide, and Insecticides, Bid Project 14-0020 **(MO10272015-011)**
Authorize the City Manager or his designee to exercise the second of four, one-year renewal options in the contracts for fertilizer, herbicide and insecticides with Helena Chemical Company of Greenville, Texas in the estimated amount of $136,982.50 and Winfield Solutions, LLC of Carrollton, Texas in the estimated amount of $193,170.08 for a total estimated amount of $330,152.58, and execute any and all documents necessary to carry out such renewal. Funds are budgeted in various Parks & Recreation Departmental accounts.

12. Design Contract for Brantley Hinshaw Park Renovations - PKPL-15006 **(MO10272015-012)**
Authorizing the City Manager or his designee to execute a Consultant Services contract with Schrickel, Rollins and Associates, of Arlington, Texas for Brantley Hinshaw Park renovations in an amount not to exceed $36,450. Funding is available in Park Bond Account No. 508503-53520599-61043.

13. Design Contract for Dottie Lynn Recreation Center Parking Lot Renovation - CMPK-13002 **(MO10272015-013)**
Authorizing the City Manager or his designee to execute a Consultant Services contract with Teague, Nall & Perkins, Inc. of Fort Worth, Texas for the design of the Dottie Lynn Recreation Center parking lot renovation project in an amount not to exceed $34,200. Funding is available in Park Bond Account No. 508503-53430599-61043.

14. Contract for Electrical Assessment for Various Parks - PKPL-15012 **(MO10272015-14)**
Authorizing the City Manager or his designee to execute a Consultant Services contract with Yaggi Engineering, Inc. of Arlington, Texas for the electrical assessment of various parks in an amount not to exceed $32,000. Funding is available in Park Capital Account No. 508501-53660598-61043.

B. Consent Agenda Ordinances - Final Readings

1. Zoning Case ZA15-5 (Poly Webb - 6409 Poly Webb Road)
Consider a request to change the zoning of property to Office Commercial (OC) on approximately 0.43 acres zoned Residential Medium Density - 12 (RM-12) and generally

located south of West Pleasant Ridge Road and east of West Poly Webb Road. Final reading of an ordinance changing the zoning classification on certain property known as 6409 West Poly Webb Road to Office Commercial (OC) and amending the Zoning District Map accordingly.

ORDINANCE NO. 15-046

2. Zoning Case ZA15-6 (3rd and 4th Street Surplus Properties - 110, 202, and 204 East Third Street; 201, 205, and 207 East Fourth Street; and 704 and 706 Glenn Crossett Court) Approve an ordinance changing the zoning classification of property to Residential Single-Family - 7.2 (RS-7.2) on approximately 1.12 acres zoned Residential Multi-Family - 22 (RMF-22) and Residential Medium-Density (RM-12) and generally located south of East Third Street and west of South Mesquite Street. Final reading of an ordinance changing the zoning classification on certain property known as 110, 202, and 204 East Third Street; 201, 205, and 207 East Fourth Street; and 704 and 706 Glenn Crossett Court to Residential Single-Family - 7.2 (RS-7.2) and amending the Zoning District Map accordingly.

ORDINANCE NO. 15-047

3. Development Plan DP14-2 (Arlington Commons - 425 East Lamar Boulevard) Consider approval of a development plan for multi-family uses on approximately 5.56 acres generally located north of East Lamar Boulevard and west of Van Buren Drive. Final reading of an ordinance adopting Development Plan DP14-2 on certain property known as 425 East Lamar Boulevard zoned Lamar Collins Mixed Use Overlay-Planned Development (LCMUO-PD) for multi-family uses, with a maximum density of 60 units per acre and amending the Zoning District Map accordingly.

There were forty-nine individuals registered in support of the proposed ordinance, and two individuals registered in opposition of the proposed ordinance.

Councilmember S. Capehart made a motion to approve the final reading of an ordinance adopting Development Plan DP14-2 on certain property known as 425 East Lamar Boulevard zoned Lamar Collins Mixed Use Overlay-Planned Development (LCMUO-PD) for multi-family uses, with a maximum density of 60 units per acre and amending the Zoning District Map accordingly. Seconded by Councilmember M. Glaspie, the motion carried with the following vote:

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

ORDINANCE NO. 15-048

4. Thoroughfare Development Plan Amendment - Lamar Boulevard
Final reading of an ordinance approving and adopting revisions to the Thoroughfare Development Plan for the City of Arlington.

There were forty-eight individuals registered in support of the proposed ordinance, and two individuals registered in opposition of the proposed ordinance.

Councilmember S. Capehart made a motion to approve the final reading of an ordinance approving and adopting revisions to the Thoroughfare Development Plan for the City of Arlington. Seconded by Councilmember M. Glaspie, the motion carried with the following vote:

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

ORDINANCE NO. 15-049

5. Thoroughfare Development Plan Amendment - Sherry Street
Final reading of an ordinance approving and adopting revisions to the Thoroughfare Development Plan for the City of Arlington.

ORDINANCE NO. 15-050

6. Amendments to the "Miscellaneous Offenses" Chapter
Final reading of an ordinance amending the "Miscellaneous Offenses" Chapter due to changes in State law. An ordinance amending the "Miscellaneous Offenses" Chapter of the Code of the City of Arlington, Texas, 1987, through the amendment of Article I, entitled Miscellaneous Offenses, by the amendment of Section 1.075, Weapons Prohibited at Public Meetings, relative to carrying or possession of a weapon or simulated weapon at meetings of governmental bodies within the City; providing for a fine of up to $500 for each violation of the ordinance; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions, and publication; and becoming effective ten days after first publication.

ORDINANCE NO. 15-051

7. Amendments to the Construction Chapter relative to dangerous and substandard structures
Final reading of an ordinance amending the "Construction" Chapter of the Code of the City

of Arlington, Texas, 1987, through the amendment of Article XVI, Dangerous Buildings, Section 16.04, Commencement of Hearing, Subsection (B), relative to scheduling a hearing for a historic property; Section 16.06, Contents of Order, by the deletion of Subsection (D) and the relettering of the remaining subsections; and Section 16.08, Liens for Penalties and Expenses, Subsection (B), relative to lien priority; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions, and publication; and becoming effective ten days after first publication.

ORDINANCE NO. 15-052

C. Consent Agenda Resolutions

1. Authorize Execution of Texas Homeless Housing and Services Program Grant Agreement For $188,314 and Texas Homeless Housing and Services Program Implementation
A resolution authorizing the submission of a grant application to the Texas Department of Housing and Community Affairs for funding in the amount of $188,314 for the Texas Homeless Housing and Services Program and authorizing the execution of documents relative to the submission and later acceptance and implementation of such grant.

RESOLUTION NO. 15-261

2. Authorize the Request for Proposal (RFP) Procurement Method for Mobile Application for the Action Center, Bid Project 16-0009
A resolution authorizing the competitive sealed proposal (Request for Proposal) procurement method for a mobile application system for the City's Action Center.

RESOLUTION NO. 15-262

3. Construction Manager at Risk Authorization for the New Club House at Chester W. Ditto Golf Course; Project No. PKPL12001
A resolution authorizing the Construction Manager at Risk service delivery method of construction to build the new club house for Chester W. Ditto Golf Course located at 801 Brown Boulevard.

RESOLUTION NO. 15-263

4. Interlocal Agreements for the Tarrant County Transportation Bond Program

a. A resolution authorizing the execution of a Renewal of Interlocal Agreement with Tarrant County relative to widening Abram Street between S.H. 360 and the eastern City limits.

b. A resolution authorizing the execution of a Renewal of Interlocal Agreement with Tarrant County relative to widening Stadium Drive from Division Street to Abram Street

Councilmember S. Capehart made a motion to approve the following two Interlocal Agreements for the

Tarrant County Transportation Bond Program: a resolution authorizing the execution of a Renewal of Interlocal Agreement with Tarrant County relative to widening Abram Street between S.H. 360 and the eastern City limits; and a resolution authorizing the execution of a Renewal of Interlocal Agreement with Tarrant County relative to widening Stadium Drive from Division Street to Abram Street Seconded by Councilmember M. Glaspie, the motion carried with the following vote:

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

RESOLUTION NO. 15-264

RESOLUTION NO. 15-265

5. Agreements with the City of Fort Worth for Use of the Fort Worth Master Radio Switch and Microwave System to Connect to the Regional Radio System and a Lease Agreement for Tower Space Rental

   a. A resolution authorizing the execution of an Interlocal Agreement between City of Fort Worth and City of Arlington for use of Public Safety Microwave Communications System with the City of Fort Worth relative to the use of the City of Fort Worth's master radio switch and microwave network.

   b. A resolution authorizing the execution of a City of Fort Worth Communications Tower License Agreement with the City of Fort Worth relative to the use of the City of Fort Worth's master radio switch and microwave network.

   c. A resolution authorizing the execution of a Communications System Agreement with the City of Fort Worth relative to the use of the City of Fort Worth's master radio switch and microwave network.

Funds are available in Communication Service Maintenance of Radios Account No. 900501-63123.

RESOLUTION NO. 15-266

RESOLUTION NO. 15-267

RESOLUTION NO. 15-268

6. Tarrant County 9-1-1 District FY 2016 Budget
   A resolution approving and adopting the FY 2016 Annual Budget for the Tarrant County 9-1-

1 District.

RESOLUTION NO. 15-269

7. Clean Water State Revolving Fund - Filing of Application and Designation of Authorized Representative

a. A resolution authorizing the filing of an application for financial assistance in an amount not to exceed $2,398,000 from the Clean Water State Revolving Fund of the Texas Water Development Board, designating an authorized representative for the purpose of furnishing information and executing documents as may be required in connection with the preparation and filing of the application, and making certain findings in connection therewith.

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

RESOLUTION NO. 15-270

RESOLUTION NO. 15-271

8. Arlington Entertainment Area Management District Appointments
A resolution authorizing the appointment of five members to the Board of Directors of the Arlington Entertainment Area Management District.

RESOLUTION NO. 15-272

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 ZA15-3 (Kautz Office - 4247 Pleasantview Drive)
Following the public hearing, consider a request for a change in the zoning of property to Limited Office (LO) on approximately 0.573 acres zoned Residential Single-Family 7.2 (RS-7.2) and generally located north of the West Interstate 20 Highway service road and east of Pleasantview Drive.

ORDINANCE FIRST READING
First reading of an ordinance changing the zoning classification on certain property known as 4247 Pleasantview Drive to Limited Office (LO) and amending the Zoning District Map accordingly.

The public hearing concerning Zoning Case ZA15-3 (Kautz Office - 4247 Pleasantview Drive) opened at

6:53 p.m. Charles Clawson, 6219 Lake Ridge, 76016, presented the proposed ordinance to Council. One individual registered in support. There being no others, the public hearing closed at 6:54 p.m.

PUBLIC HEARING CLOSED

Councilmember M. Glaspie made a motion to approve the first reading of an ordinance changing the zoning classification on certain property known as 4247 Pleasantview Drive to Limited Office (LO) and amending the Zoning District Map accordingly. Seconded by Councilmember R. Rivera, the motion carried with 9 ayes and 0 nays.

FIRST READING

2. Zoning Case PD15-7 (Remodel for Kerr Industries - 2540 East Abram Street)
Following the public hearing, consider a request for a change in the zoning of property to Planned Development (PD) for limited Industrial Manufacturing (IM) uses, with a Development Plan on approximately 11.251 acres zoned General Commercial (GC) and generally located south of East Abram Street and west of South Watson Road, with the following stipulation: that this item does include demolition if necessary.

ORDINANCE FIRST READING
First reading of an ordinance changing the zoning classification on certain property known as 2540 East Abram Street to Planned Development (PD) for limited Industrial Manufacturing (IM) uses, with a Development Plan and amending the Zoning District Map accordingly.

The public hearing concerning Zoning Case PD15-7 (Remodel for Kerr Industries - 2540 East Abram Street) opened at 6:55 p.m. Dirk Taylor, 2525 E. Abram St., 76010, presented the proposed ordinance to Council. There being no others, the public hearing closed at 6:56 p.m.

PUBLIC HEARING CLOSED

Councilmember L. Wolff made a motion to approve an amendment to zoning change request to include demolition of the existing building be allowed, if necessary, for Zoning Case PD15-7 (Remodel for Kerr Industries - 2540 East Abram Street). Seconded by Councilmember K. Wilemon, the motion carried with 9 ayes and 0 nays.

Councilmember L. Wolff made a motion to approve first reading of an ordinance changing the zoning classification on certain property known as 2540 East Abram Street to Planned Development (PD) for limited Industrial Manufacturing (IM) uses, with a Development Plan and amending the Zoning District Map accordingly. Seconded by Councilmember K. Wilemon, the motion carried with 9 ayes and 0 nays.

FIRST READING

3. Zoning Case PD15-9 (Rhett Estates - 3712 Kelly Perkins Road)

Following the public hearing, consider a request for a change in the zoning of property to Planned Development (PD) for all Residential Single-Family 7.2 (RS-7.2) uses, with a Development Plan on approximately 3.812 acres zoned Residential Single-Family 7.2 (RS-7.2) and generally located south of Curt Drive and west of Kelly Perkins Road.

ORDINANCE FIRST READING
First reading of an ordinance changing the zoning classification on certain property known as 3712 Kelly Perkins Road to Planned Development (PD) for Residential Single-Family 7.2 (RS-7.2) uses, with a Development Plan and amending the Zoning District Map accordingly.

The public hearing concerning Zoning Case PD15-9 (Rhett Estates - 3712 Kelly Perkins Road) opened at 6:57 p.m. Brian Cotter, 2004 Hill Country Ct., 76012, presented the proposed ordinance to Council. Dennis Benson, 4900 W. Mayfield Rd. 76016, appeared in support of the proposed ordinance. Richard Weber, 2703 Crestmoor Ct., 76016, appeared in opposition of the proposed ordinance. There being no others, the public hearing was continued.

Councilmember K. Wilemon made a motion to continue first reading of an ordinance changing the zoning classification on certain property known as 3712 Kelly Perkins Road to Planned Development (PD) for Residential Single-Family 7.2 (RS-7.2) uses, with a Development Plan and amending the Zoning District Map accordingly. Seconded by Councilmember S. Capehart, the motion carried with 9 ayes and 0 nays.

CONTINUED

4. Specific Use Permit SUP15-6 (Blood Moon Gallery - 1718 South Cooper Street)
Following the public hearing, consider approval of a Specific Use Permit (SUP) for a tattoo parlor generally located south of West Park Row Drive and west of South Cooper Street.

ORDINANCE FIRST READING
First reading of an ordinance approving Specific Use Permit SUP15-6 for a Tattoo Parlor located at 1718 South Cooper Street and being a portion of a certain property known as 1720 South Cooper Street which is currently zoned Community Commercial (CC) and amending the Zoning District Map accordingly.

Mayor J. Williams stated the public hearing would be continued to the next meeting at the applicant's request.

Councilmember L. Wolff made a motion to continue first reading of an ordinance approving Specific Use Permit SUP15-6 for a Tattoo Parlor located at 1718 South Cooper Street and being a portion of a certain property known as 1720 South Cooper Street which is currently zoned Community Commercial (CC) and amending the Zoning District Map accordingly. Seconded by Councilmember J. Bennett, the motion carried with 9 ayes and 0 nays.

CONTINUED

XII. ORDINANCES - FIRST READINGS

A. Ordinances- First Reading

1. Storage of Recycling Containers
First reading of an ordinance amending the "Health and Sanitation" Chapter of the Code of the City of Arlington, Texas,1987, through the amendment of Article I, Definitions, Section 1.01, Definitions, by the addition of the definitions of "Recycle", "Recyclable Materials, Recyclables or Recycling" and "Reusable Recycling Container"; and the amendment of Article II, Garbage and Trash, by the addition of Section 2.02.01, Residential Storage of Reusable Recycling Containers; providing this ordinance be cumulative; providing for severability, governmental immunity and publication; and becoming effective ten days after first publication.

Mike Bass, Code Compliance Administrator, Code Compliance Services Department, presented the proposed ordinance to Council.

Councilmember R. Rivera made a motion to approve first reading of an ordinance amending the "Health and Sanitation" Chapter of the Code of the City of Arlington, Texas,1987, through the amendment of Article I, Definitions, Section 1.01, Definitions, by the addition of the definitions of "Recycle", "Recyclable Materials, Recyclables or Recycling" and "Reusable Recycling Container"; and the amendment of Article II, Garbage and Trash, by the addition of Section 2.02.01, Residential Storage of Reusable Recycling Containers; providing this ordinance be cumulative; providing for severability, governmental immunity and publication; and becoming effective ten days after first publication. Seconded by Councilmember K. Wilemon, the motion carried with 9 ayes and 0 nays.

FIRST READING

2. Special Event Zone in support of the College Football Playoff National Semi-Final Game at the 2016 Cotton Bowl Classic
First reading of an ordinance prohibiting certain activities within a special event zone in connection with the College Football Playoff Semi-Final at the Goodyear Cotton Bowl Classic and its Related Activities in the City of Arlington; providing for a fine of up to $500 for each violation of the ordinance; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions, publication and an effective date.

Dr. Theron Bowman, Deputy City Manager, presented the proposed ordinance to Council.

Councilmember R. Shepard made a motion to approve first reading of an ordinance prohibiting certain activities within a special event zone in connection with the College Football Playoff Semi-Final at the Goodyear Cotton Bowl Classic and its Related Activities in the City of Arlington; providing for a fine of up to $500 for each violation of the ordinance; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions, publication and an effective date. Seconded by Councilmember M. Glaspie, the motion carried with 9 ayes and 0 nays.

FIRST READING

XIII. ANNOUNCEMENTS

XIV. CITIZEN PARTICIPATION

There being no further business, the meeting adjourned at 7:30 p.m.

APPROVED:

W. Jeff Williams

ATTEST:

Mary W. Supino, City Secretary

Staff Report

Annual Maintenance Agreement for Polaris Integrated Library System (ILS) Automation Software, Bid Project 16-0034	
City Council Meeting Date: 11-10-15	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to execute a sole-source annual maintenance agreement for the Polaris Integrated Library System (ILS) Automation Software with Innovative Interfaces, Inc. in the amount of $74,092.89.

PRIOR BOARD OR COUNCIL ACTION

None.

ANALYSIS

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

On March 31, 2014, Innovative Interfaces, Inc. of Emeryville, California, acquired Polaris Library Systems, and is the only authorized provider of maintenance for this software; therefore, this purchase is exempt from the competitive bidding statutes in accordance with the Texas Local Government Code, Section 252.022 (a) 7 as sole-source procurement.

Contract term: November 1, 2015 through October 31, 2016

FINANCIAL IMPACT

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

FY 2016	FY 2017	FY 2018
$74,092.89	$0	$0

Funds are budgeted in Library Electronic Services Account No. 960401-63142.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Cary Siegfried	Janice Hughes, CPPB	Mike Finley
Director of Libraries	Purchasing Agent	Director of Finance
817-459-6916	817-459-6304	817-459-6345
Cary.Siegried@arlingtontx.gov	Janice.Hughes@arlingtontx.gov	Mike.Finley@arlingtontx.gov

Staff Report

Renewal of Annual Requirements Contract for Flocculent Polymer, Bid Project 14-0037	
City Council Meeting Date: 11-10-15	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to exercise the second of four, one-year renewal options in the contract for flocculent polymer with Polydyne, Inc. in the estimated amount of $85,800.

PRIOR BOARD OR COUNCIL ACTION

On January 7, 2014, City Council approved MO01072014-005 awarding an annual requirements contract for flocculent polymer with Polydyne, Inc. of Riceboro, Georgia, in the estimated amount of $85,800.

On November 7, 2014, City Council approved MO11072014-002 exercising the first of four, one-year renewal options in the contract for flocculent polymer with Polydyne, Inc. of Riceboro, Georgia, in the estimated amount of $85,800.

ANALYSIS

This contract is for flocculent polymer which is a chemical that is used in treating the City's drinking water. It is a coagulant aid used for enhancing the ability of the primary coagulant chemical, aluminum sulfate, to remove sediment in the water treatment process. Flocculent polymer will be provided on an as-needed basis.

Original contract term:	One year/four one-year renewal options
Current term:	Second renewal (January 1, 2016 – December 31, 2016)

FINANCIAL IMPACT

The Arlington Water Utilities Department and the Purchasing Division has 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 bid specifications, the Purchasing Division has received a letter from Polydyne, Inc. of Riceboro, Georgia requesting the second renewal at the current pricing. The projected financial impact for this contract term is as follows:

FY 2016	FY 2017	FY 2018
$64,350	$21,450	$0

Funds are budgeted in the Water Treatment Operations Account No. 620101-60008.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

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

Staff Report

Renewal of Annual Requirements Contract for Caustic Soda, Bid Project 14-0039	
City Council Meeting Date: 11-10-15	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to exercise the second of four, one-year renewal options for the contract for caustic soda with Univar USA, Inc. in the estimated amount of $699,625.

PRIOR BOARD OR COUNCIL ACTION

On January 7, 2014, City Council approved MO01072014-004 awarding an annual requirements contract for caustic soda with Univar USA, Inc. of Bedford Park, Illinois in the estimated amount of $699,625.

On November 4, 2014, City Council approved MO11042014-003 exercising the first of four, one-year renewal options in the contract for caustic soda with Univar USA, Inc. of Bedford Park, Illinois in the estimated amount of $699,625.

ANALYSIS

This contract is for caustic soda which is a chemical that is used in the water treatment process. The caustic soda is used to adjust the pH (stability) of the water to ensure that it does not corrode distribution lines and home plumbing. Caustic soda will be provided on an as-needed basis.

Original term: One year/four one-year renewal options
Contract Term: Second renewal (January 1, 2016 - December 31, 2016)

FINANCIAL IMPACT

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

In accordance with bid specifications, the Purchasing Division has received a letter from Univar USA, Inc. of Bedford Park, Illinois requesting the second renewal at the current pricing. The projected financial impact for this contract term is as follows:

FY 2016	FY 2017	FY 2018
$524,718.75	$174,906.25	$0

Funds are budgeted in the Water Treatment Operations Account No. 620101 60008.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

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

Staff Report

Renewal of Annual Requirements Contract for Liquid Aluminum Sulfate, Bid Project 15-0007	
City Council Meeting Date: 11-10-15	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to exercise the first of four, one-year renewal options in the contract for the supply and delivery of liquid aluminum sulfate with Chameleon Industries, Inc. in the estimated amount of $548,280.

PRIOR BOARD OR COUNCIL ACTION

On December 4, 2014, City Council approved MO12042014-010 awarding an annual requirements contract for the supply and delivery of liquid aluminum sulfate with Chameleon Industries, Inc. of Mesquite, Texas, in the estimated amount of $548,280.

ANALYSIS

This contract is for liquid aluminum sulfate used in the water treatment process. Aluminum sulfate is a coagulant that assists in the removal of particles that are suspended in water. The liquid aluminum sulfate will be provided on an as-needed basis.

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

FINANCIAL IMPACT

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

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

FY 2016	FY 2017	FY 2018
$456,900	$91,380	$0

Funds are budgeted in Water Treatment Operations Account No. 620101-60008.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

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

Staff Report

Annual Requirements Contract for Fire Hydrants, Bid Project 15-0158	
City Council Meeting Date: 11-10-15	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to execute an annual requirements contract for fire hydrants with Ferguson Waterworks in the estimated amount of $265,298.

PRIOR BOARD OR COUNCIL ACTION

None.

ANALYSIS

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

During the first contract term, Water Utilities has 140 fire hydrants scheduled for construction. By supplying the fire hydrants on these projects, Water Utilities estimates the savings to be approximately $140,000.

Bid closed:	2:00 p.m., August 27, 2015
Vendors notified through DemandStar:	126
Vendors notified through Supplier Portal:	56
Vendors responding to bid request:	4
Original contract term:	One year/four, one-year renewal options
Current term:	December 1, 2015 – November 30, 2016

VENDOR	MWBE	TOTAL
Ferguson Water Works Dallas, Texas	**No**	**$265,298**
Fortiline Water Works Haltom City, Texas	No	$275,000
EJ USA Inc. Ardmore, Oklahoma	No	$290,000
HD Supply Waterworks Richland Hills, Texas	No	$333,000

FINANCIAL IMPACT

Ferguson Waterworks returned the lowest, responsive bid meeting the bid specifications for Fire Hydrants for an estimated amount of $265,298. The contract term is for one year and will be reviewed annually to determine subsequent renewal terms. The projected financial impact for this contract term is as follows:

FY 2016	FY 2017	FY 2018
$221,082	$44,216	$0

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

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Walter J. Pishkur	Janice Hughes, CPPB	Mike Finley
Director of Water Utilities	Sr. Purchasing Agent	Director of Finance
817-459-6603	817-459-6304	817-459-6403
Buzz.Pishkur@arlingtontx.gov	Janice.Hughes@arlingtontx.gov	Mike.Finley@arlingtontx.gov

Staff Report

Contract Modification No. 1 for Tri-Schools Street Improvements (Ledbetter Road, Russell Road, Calender Road, and Curry Road); Project PWST10010	
City Council Meeting Date: 11-10-15	Action Being Considered: Minute Order

RECOMMENDATION

Authorizing the City Manager or his designee to execute Contract Modification No. 1 to the construction contract with Jackson Construction, Ltd., of Fort Worth, Texas, for the Tri-Schools Street Improvements Project (Ledbetter Road, Russell Road, Calender Road, and Curry Road) in the amount of $1,683,773.20.

PRIOR BOARD OR COUNCIL ACTION

On May 27, 2014, City Council approved Minute Order No. MO05272014-010 authorizing the execution of a construction contract with Jackson Construction, LTD, of Fort Worth, Texas for the Tri-Schools Street Improvements Project (Ledbetter Road, Russell Road, Calender Road, and Curry Road) in the amount of $15,999,933. The contract includes a maximum bonus of $200,000, for a possible contract total of $16,199,933.

On November 18, 2014, City Council approved Minute Order No. MO11182014-008 authorizing the execution of Contract Modification No. 5 to the Engineering Services Contract with Freese & Nichols, Inc., of Fort Worth, Texas, for the Tri-Schools Street Improvements Project (Ledbetter Road, Russell Road, Calender Road and Eden Road) in an amount not to exceed $151,000.

ANALYSIS

The Tri-Schools Street Improvements Project is currently in construction of the proposed street improvements, storm drainage system, and water and sanitary sewer renewals. Additional work is proposed to include extending Harris Road from Calender Road west to the section of Harris Road constructed with the new Twin Hills Development and to widen Harris Road from 23 feet to 28 feet from the Twin Hills western property line to just east of Ledbetter Road. Additionally, a 42-inch water line will be extended the entire length of Harris Road between Ledbetter Road and Calender Road.

The developer of Twin Hills was required to build approximately 1,200 feet of Harris Road along the frontage of their development; however, the frontage of the development does not connect to Calender Road. There is a 300-foot long section of Harris Road between the eastern end of the development and Calender Road that still needs to be constructed. The City, in its discussions with the developer during the Twin Hills preliminary plat stage, agreed to design and construct this section of Harris Road to make the connection.

This contract modification for the extension of Harris Road includes the following improvements:

- Extend Harris Road approximately 300 feet from Calender Road to the developer's limit of the pavement
- Widen Harris Road from 23-feet to 28-feet roadway beginning just east of Ledbetter Road to the section of Harris Road constructed with Twin Hills Development
- Install new streetlights along Harris Road
- Extend 7 x 4 foot reinforced concrete storm drain box pipe
- Extend approximately 2,400 linear feet of 42-inch water main in Harris Road from Calender Road to the existing 42-inch main at Ledbetter Road
- Sanitary sewer adjustments

CHANGE ORDER ACTIVITY		
Original Contract Amount	**$16,199,933**	Percent Change
Contract Modification No. 1	$1,683,773.20	10.39%
Revised Total	**$17,883,706.20**	**10.39%**

FINANCIAL IMPACT

Funding is available in the following accounts:

Street Bond Fund Account No. 358504-68153-65360699	$571,997.20
Water Bond Fund Account No. 658502-68252-20000205	$1,105,636.00
Sewer Bond Fund Account No. 648502-68250-20000204	$6,140.00

FY 2016	FY 2017	FY 2018
$1,683,773.20	$0	$0

ADDITIONAL INFORMATION

Attached:	Contract Modification No. 1 with Attachment 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

THE STATE OF TEXAS §

COUNTY OF TARRANT § CONTRACT MODIFICATION NO. 1

THIS CONTRACT MODIFICATION NO. 1 is made and entered into this 10th day of November, 2015, by and between the CITY OF ARLINGTON, Tarrant County, Texas, a municipal corporation, hereinafter called "CITY" and JACKSON CONSTRUCTION, LTD, whose address is 5112 SUN VALLEY DRIVE, FORT WORTH, TX 76119.

W I T N E S S E T H:

WHEREAS, On May 27, 2014, CITY and JACKSON CONSTRUCTION, LTD entered into a contract (as amended, hereinafter referred to as "Contract") for the Construction of Tri-Schools Street Improvements (Calender Road, Russell Road, Ledbetter Road, Curry Road and Blue Forest Drive), Project No: PWST10010 and

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

I.

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

JACKSON CONSTRUCTION, LTD will perform additional services as described in Attachment "A". Contract Modification No. 1 does not have a time required to complete the work described in Attachment “A” and has no effect on the computation of contract time for completion. Attachment "A" is incorporated herein as if written word for word.

II.

Payment for additional services will not exceed $1,683,773.20.

{signature page as follows}

This Modification shall commence upon the day first written above and continue in full force and effect until termination in accordance with the provisions of the Contract.

JACKSON CONSTRUCTION, LTD

BY:_____
Signature

_____
Printed Name

_____
Title

CITY OF ARLINGTON, TEXAS

BY_____
Signature

Printed Name ___Keith Melton, P.E._____
Department Director

_____
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY_____
Signature

Copy: JACKSON CONSTRUCTION LTD,
City Secretary's Office

THE STATE OF TEXAS §

Acknowledgment

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, ☐ 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 _____, 2015.

_____
Notary Public In and For The State of Texas

_____
Notary's Printed Name

THE STATE OF TEXAS §

City Acknowledgment

COUNTY OF TARRANT§

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared 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 _____, 2015.

_____
Notary Public In and For The State of Texas

_____
Notary's Printed Name

Attachment A:

Project: Tri-School Streets (Calender Road, Russell Road, Ledbetter Road and Eden Road)	Project No: PWST10010
Phase: Construction	Date of Change: 10/28/2015
Commitment: PO07	Change No: CM - 00012
Vendor: JACKSON CONSTRUCTION LTD 4375	Vendor ID: 4375
Description: Construction Contract	

Item #	Description	Unit Price	UOM	Quantity	Change Amount
308	Preparation of Right-of-Way	$1,990.00	LS	1	$1,990.00
309	Unclassified Roadway Excavation	$15.00	CY	333	$4,995.00
310	Compacted Roadway Fill	$11.00	CY	2,055	$22,605.00
311	8- inch Lime Stabilized Subgrade	$ 2.00	SY	1,403	$2,806.00
312	Hydrated Lime for Stabilized Subgrade	$180.00	TN	25	$4,500.00
313	8-inch Cement Stabilized Subgrade	$ 4.00	SY	1,403	$5,612.00
314	Type I Portland Cement for Stabilized Subgrade	$220.00	TN	21	$4,620.00
315	9-inch Reinf. Conc. Pavement with 6-inch Monolithi	$57.00	SY	1,207	$68,799.00
316	5-inch Reinf. Conc. Paving for drive approaches, d	$58.00	SY	23	$1,334.00
317	4-inch Reinf. Conc, Sidewalks	$50.00	SY	136	$6,800.00
318	Barrier Free Ramps (TxDOT PED-12A)	$900.00	EA	4	$3,600.00
319	Saint Augustine Block Sod	$ 5.00	SY	800	$4,000.00
320	4-inch Top Soil	$ 4.50	SY	800	$3,600.00
321	SWPPP (1% of Change Order Cost)	$ 1.00	LS	15,000	$15,000.00
322	Construction Contingency (5% of Change Order Cost)	$ 1.00	LS	25,000	$25,000.00
323	5-Strand Barbed Wire Fence	$ 8.00	LF	163	$1,304.00
324	18-inch RCP (CL III)	$54.00	LF	36	$1,944.00
325	24-inch RCP (CL III)	$60.00	LF	96	$5,760.00
326	36-inch RCP (CL III)	$98.00	LF	52	$5,096.00
327	8-feet x 4-feet RCB	$390.00	LF	452	$176,280.00
328	Standard 10-feet Curb Inlet	$3,800.00	EA	1	$3,800.00
329	4-feet x 4-feet Drop Inlet	$6,500.00	LF	1	$6,500.00
330	Trench Safety System	$ 1.00	LF	636	$636.00
331	Pedestrian Rail, Steel Pipe (42-inch Tall)	$90.00	LF	60	$5,400.00

332	Gabion Mattress	$340.00	CY	63	$21,420.00
333	7-feet x 4-feet RCB	$365.00	LF	62	$22,630.00
334	Standard 5-feet Curb Inlet	$3,150.00	EA	1	$3,150.00
335	5-feet x 5-feet Drop Inlet	$7,200.00	LF	1	$7,200.00
336	Straight Wing (SW-0)	$19,200.00	EA	1	$19,200.00
337	Unused 8'x4' Storm Drain Box (From Hanson)	$5,668.35	LS	1	$5,668.35
338	Right of Way Prep	$7,250.00	LS	1	$7,250.00
339	Unclassified Excavation	$15.00	CY	2,425	$36,375.00
340	14" Extra Depth Concrete Widening	$128.75	SY	383	$49,311.25
341	Drilled Shaft Foundation (24-Inch)	$120.00	LF	24	$2,880.00
342	Roadlight Lighting Assembly "A"	$4,000.00	EA	3	$12,000.00
343	Elec. Copnductor (2/2/4 TriPlex)	$ 4.20	LF	698	$2,931.60
344	6-inch PVC Water Line AWWA C-900 (DR-18)	$68.00	LF	20	$1,360.00
345	8-inch PVC Water Line AWWA C-900 (DR-18)	$48.00	LF	40	$1,920.00
346	42-inch Ductile Iron Water Line (PC 200)	$318.00	LF	1,470	$467,460.00
347	42-inch Restrained Ductile Iron Water Line	$365.00	LF	898	$327,770.00
348	42-inch Restrained Ductile Iron (Inside Casing)	$510.00	LF	32	$16,320.00
349	6" Concrete Cap	$120.00	LF	10	$1,200.00
350	Trench Safety System	$ 1.00	LF	2,460	$2,460.00
351	8-inch Gate Valve Assembly	$1,300.00	EA	1	$1,300.00
352	Install City Furnished 42-inch Gate Valve Assembly	$15,000.00	EA	1	$15,000.00
353	Replace Ex. 3" Air Release Valve with 6" ARV	$42,780.00	EA	1	$42,780.00
354	4-inch Air Release Valve	$35,200.00	EA	1	$35,200.00
355	Rem. & Salvage Exist. Blow-off Valve	$400.00	EA	1	$400.00
356	Fire Hydrant Assembly w/ 42"x12" Tee	$20,550.00	EA	1	$20,550.00
357	Connect to Exist 8-inch Water Line w/ 42"x12" Tee	$14,250.00	EA	1	$14,250.00
358	Connect to Exist 42-inch Ductile Water Line	$10,000.00	EA	2	$20,000.00
359	8" Plug at ROW Line w/ 42"x12" Tee	$14,800.00	EA	1	$14,800.00
360	Replace Sidewalk	$55.00	SY	5	$275.00
361	Riprap (Match Ex. Condition)	$385.00	CY	90	$34,650.00
362	Hydromulch (Match Ex. Condition)	$ 1.00	SY	11,900	$11,900.00
363	Backfill (42" WL with Minimum 5' Cover)	$3,500.00	LS	1	$3,500.00

364	Additional G.P.S. Data	$2,150.00	LS	1	$2,150.00
365	Additional Mobilization & Bonds	$8,800.00	LS	1	$8,800.00
366	Traffic Control	$2,850.00	LS	1	$2,850.00
367	Clearing & Grubbing, including tree removal	$4,350.00	LS	1	$4,350.00
368	Replace or Restore Fencing as Necessary	$ 8.00	LF	782	$6,256.00
369	Pigging Wye	$45,000.00	LS	1	$45,000.00
370	Remv & Repl Curb & Gutter	$37.00	LF	15	$555.00
371	Asphalt Paving Repair	$258.00	SY	10	$2,580.00
372	Cut & Plug Exist. Sewer Line	$850.00	EA	4	$3,400.00
373	Rem. Existing Sewer Line	$12.00	LF	20	$240.00
374	Plug Ex. Manhole Internally	$600.00	EA	2	$1,200.00
375	4-inch PVC SDR 26 Private San. Sewer Service (7300)	$1,300.00	EA	1	$1,300.00

Net Change in Contract Amount	$1,683,773.20
Revised Contract Amount	$17,883,706.20
Net Change in Contract Days	0
Revised Contract Days	

Attachment A

BID PROPOSAL

JACKSON CONSTRUCTION, LTD.

5112 Sun Valley Drive

Fort Worth, Texas 76119

Contact: Danny Mc Cutchen

Phone: 817.572.3303

E-mail: Danny@JacksonConstruction.net

Quote To:	Bob Watson, P.E. Civil Engineer City of Arlington 101 W. Abram Street Arlington, Texas 76010	Job Name:	Tri-School Harris Rd. Extension
		Location:	City of Arlington
		Date:	10/27/2015
Phone:	(817) 459-6582		
E-mail:	Bob.Watson@arlingtontx.gov		

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
102a	Preparation of Right-of-Way	1.00	LS	1,990.00	1,990.00
103	Unclassified Roadway Excavation	333.00	CY	15.00	4,995.00
104	Compacted Roadway Fill	2,055.00	CY	11.00	22,605.00
105	8- inch Lime Stabilized Subgrade	1,403.00	SY	2.00	2,806.00
106	Hydrated Lime for Stabilized Subgrade	25.00	TON	180.00	4,500.00
107	8-inch Cement Stabilized Subgrade	1,403.00	SY	4.00	5,612.00
108	Type I Portland Cement for Stabilized Subgrade	21.00	TON	220.00	4,620.00
109	9-inch Reinf. Conc. Pavement with 6-inch Monolithi	1,207.00	SY	57.00	68,799.00
110	5-inch Reinf. Conc. Paving for drive approaches, d	23.00	SY	58.00	1,334.00
112	4-inch Reinf. Conc, Sidewalks	136.00	SY	50.00	6,800.00
119	Barrier Free Ramps (TxDOT PED-12A)	4.00	EA	900.00	3,600.00
143	Saint Augustine Block Sod	800.00	SY	5.00	4,000.00
144	4-inch Top Soil	800.00	SY	4.50	3,600.00
157	SWPPP (1% of Change Order Cost)	1.00	LS	15,000.00	15,000.00
158	Construction Contingency (5% of Change Order Cost)	1.00	LS	25,000.00	25,000.00
	Paving Item Subtotal				**$175,261.00**
201	5-Strand Barbed Wire Fence	163.00	LF	8.00	1,304.00
	Fence Item Subtotal				**$1,304.00**
302	18-inch RCP (CL III)	36.00	LF	54.00	1,944.00
305	24-inch RCP (CL III)	96.00	LF	60.00	5,760.00
310	36-inch RCP (CL III)	52.00	LF	98.00	5,096.00
318	8-feet x 4-feet RCB	452.00	LF	390.00	176,280.00
321	Standard 10-feet Curb Inlet	1.00	EA	3,800.00	3,800.00
324	4-feet x 4-feet Drop Inlet	1.00	LF	6,500.00	6,500.00
331	Trench Safety System	636.00	LF	1.00	636.00
332	Pedestrian Rail, Steel Pipe (42-inch Tall)	60.00	LF	90.00	5,400.00
333	Gabion Mattress	63.00	CY	340.00	21,420.00
338	7-feet x 4-feet RCB	62.00	LF	365.00	22,630.00

Page 1 of 3

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
339a	Standard 5-feet Curb Inlet	1.00	EA	3,150.00	3,150.00
340a	5-feet x 5-feet Drop Inlet	1.00	LF	7,200.00	7,200.00
341a	Straight Wing (SW-0)	1.00	EA	19,200.00	19,200.00
342a	Unused 8'x4' Storm Drain Box (From Hanson)	1.00	LS	5,668.35	5,668.35
	Drainage Item Subtotal				**$284,684.35**
401	6-inch PVC Water Line AWWA C-900 (DR-18)	20.00	LF	68.00	1,360.00
402	8-inch PVC Water Line AWWA C-900 (DR-18)	40.00	LF	48.00	1,920.00
406a	42-inch Ductile Iron Water Line (PC 200)	1,470.00	LF	318.00	467,460.00
406	42-inch Restrained Ductile Iron Water Line	898.00	LF	365.00	327,770.00
406b	42-inch Restrained Ductile Iron (Inside Casing)	32.00	LF	510.00	16,320.00
454a	6" Concrete Cap	10.00	LF	120.00	1,200.00
411	Trench Safety System	2,460.00	LF	1.00	2,460.00
414	8-inch Gate Valve Assembly	1.00	EA	1,300.00	1,300.00
455a	Install City Furnished 42-inch Gate Valve Assembly	1.00	EA	15,000.00	15,000.00
456a	Replace Ex. 3" Air Release Valve with 6" ARV	1.00	EA	42,780.00	42,780.00
457a	4-inch Air Release Valve	1.00	EA	35,200.00	35,200.00
444	Rem. & Salvage Exist. Blow-off Valve	1.00	EA	400.00	400.00
427a	Fire Hydrant Assembly w/ 42"x12" Tee	1.00	EA	20,550.00	20,550.00
434a	Connect to Exist 8-inch Water Line w/ 42"x12" Tee	1.00	EA	14,250.00	14,250.00
438a	Connect to Exist 42-inch Ductile Water Line	2.00	EA	10,000.00	20,000.00
458a	8" Plug at ROW Line w/ 42"x12" Tee	1.00	EA	14,800.00	14,800.00
459a	Replace Sidewalk	5.00	SY	55.00	275.00
460a	Riprap (Match Ex. Condition)	90.00	CY	385.00	34,650.00
461a	Hydromulch (Match Ex. Condition)	11,900.00	SY	1.00	11,900.00
462a	Backfill (42" WL with Minimum 5' Cover)	1.00	LS	3,500.00	3,500.00
450a	Additional G.P.S. Data	1.00	LS	2,150.00	2,150.00
463a	Additional Mobilization & Bonds	1.00	LS	8,800.00	8,800.00
464a	Traffic Control	1.00	LS	2,850.00	2,850.00
466a	Clearing & Grubbing, including tree removal	1.00	LS	4,350.00	4,350.00
467a	Replace or Restore Fencing as Necessary (Work with	782.00	LF	8.00	6,256.00
468a	Pigging Wye	1.00	LS	45,000.00	45,000.00
469a	Remv & Repl Curb & Gutter	15.00	LF	37.00	555.00
470a	Asphalt Paving Repair	10.00	SY	258.00	2,580.00
	Water Line Item Subtotal				**$1,105,636.00**
524	Cut & Plug Exist. Sewer Line	4.00	EA	850.00	3,400.00
525	Rem. Existing Sewer Line	20.00	LF	12.00	240.00
536a	Plug Ex. Manhole Internally	2.00	EA	600.00	1,200.00
511a	4-inch PVC SDR 26 Private San. Sewer Service (7300	1.00	EA	1,300.00	1,300.00
	Sanitary Sewer Line Item Subtotal				**$6,140.00**
1a	Right od Way Prep	1.00	LS	7,250.00	7,250.00
2a	Unclassified Excavation	2,425.00	CY	15.00	36,375.00
3a	14" Extra Depth Concrete Widening	383.00	SY	128.75	49,311.25
5	Drilled Shaft Foundation (24- Inch)	24.00	LF	120.00	2,880.00
6	Roadlight Lighting Assembly "A"	3.00	EA	4,000.00	12,000.00
7a	ELec. Copnductor (2/2/4 TriPlex)	698.00	LF	4.20	2,931.60
	Harris Widening Station 17+78 - 24+37				**$110,747.85**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
GRAND TOTAL					**$1,683,773.20**

NOTES:

Proposal Qualifications

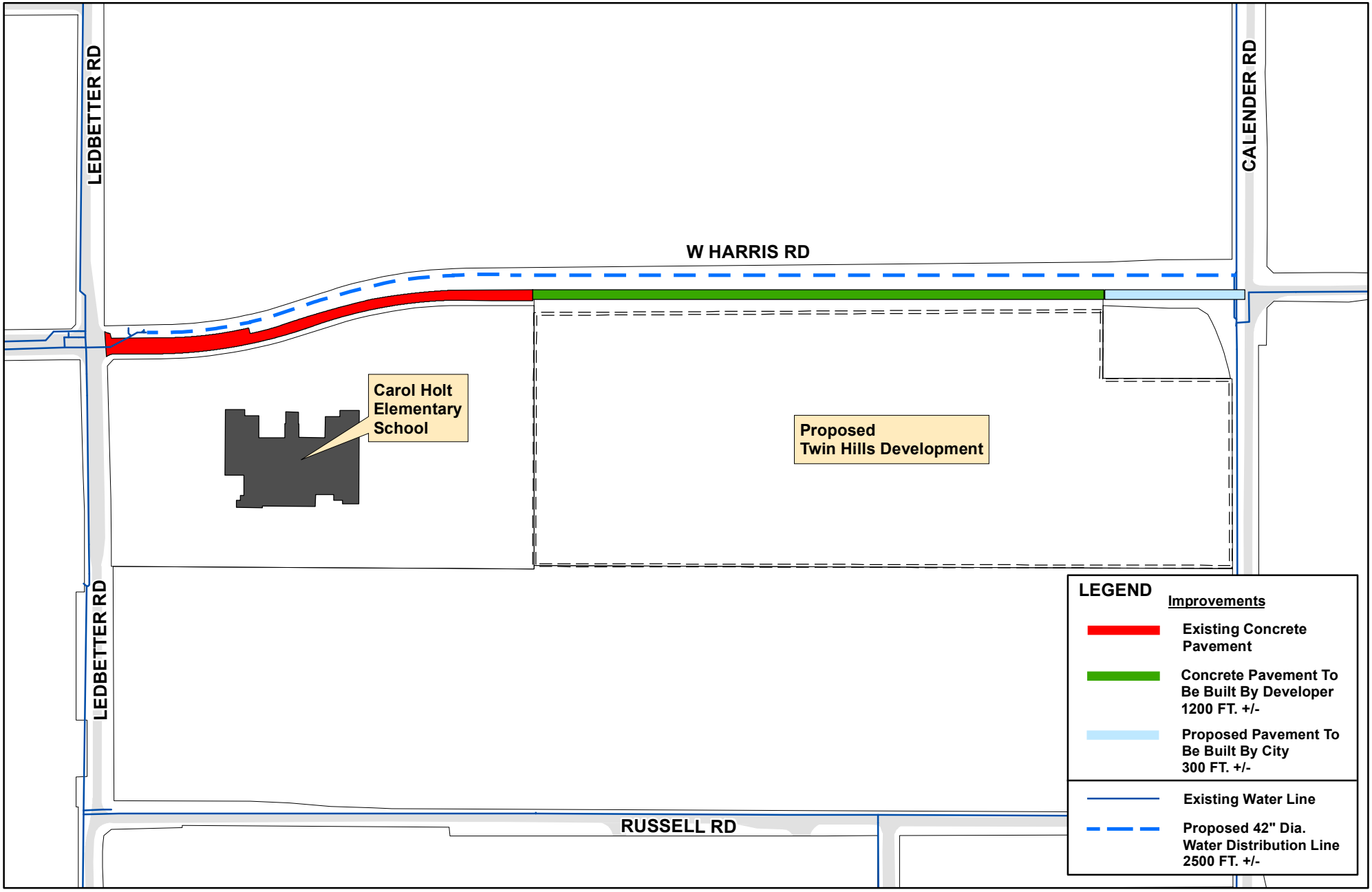
Bid Using Foreign Fittings on the 42" Water Line as accepted before on the Project

City to Provide 42" Gate Valve

Proposed Location of 42" x 42" Wye is the West Limits of the proposed 42" Water Line. Pig to be provided by City of Arlington per standard Specifications.

42" x 42" Wye is bigger then the line is deep. The City can either add in money to set in a Manhole, or Jackson Construction will remove prior to Tie-In and give to the City of Arlington for Future Projects. (Typically they are left in place for access but that will not be necessary due to the proposed 4" Air Release)

END OF DOCUMENT



N
W E
S

Tri-School Street Improvements
Contract Modification No. 1
Project No. PWST10010

ARLINGTON
THE AMERICAN DREAM CITY

Prepared By:
PWT Engineering Operations
Date: 10/23/2015

Staff Report

Advance Funding Agreement for Supplemental Transportation Program – Green Ribbon Project Agreement	
City Council Meeting Date: 11-10-15	Document Being Considered: Minute Order

RECOMMENDATION

Authorizing the City Manager or his designee to execute a Local Project Advanced Funding Agreement with the Texas Department of Transportation (TXDOT) of Fort Worth, Texas for a Supplemental Transportation Program Green Ribbon Project in the amount of $400,000. Funding is available in the Park Capital Fund Account No. 508501-53680598-68101.

PRIOR BOARD OR COUNCIL ACTION

None

ANALYSIS

In order to receive this federal funding, the City must execute a Local Project Advanced Funding Agreement (LPAFA) with TXDOT. The LPAFA is a contract that outlines the specific terms and conditions of the grant funded project. The LPAFA also outlines TXDOT's federally approved Disadvantaged Business Enterprise (DBE) program. This DBE program will be used by TXDOT to establish goals that the City's General Contractor must meet for the procurement of materials and services during the construction of the project.

Landscape improvements will be completed on approximately 10 miles of the Pioneer Parkway / SS-303 corridor. The project limits begin on the west side of City of Arlington, excluding the Town of Pantego, and ending at Grand Prairie border. The Improvements Plan includes landscape beds at key locations utilizing native plants, drip irrigation system, decomposed granite, cobble and boulders. The City of Arlington is proposing to install trees and irrigation system in all the medians currently void of trees to create a lush urban canopy within the project limits. In addition, Parks and Recreation will add trees where replacements are needed.

FINANCIAL IMPACT

The total grant funding awarded is $400,000. In addition, the General Fund impact associated with maintenance of the beautification improvements has been estimated in the amount of $18,900, beginning in 2017. Funding for construction, in the amount of $400,000 is available in Park Capital Fund Account 508501-53680598-68101. Construction costs will be reimbursed to the city from TXDOT at the conclusion of the project. Routine maintenance and repair of the improvements will be managed by the Parks and Recreation Department from Account No. 502705.

	FY 2016	FY 2017	FY 2018
Construction	$400,000	$0	$0
Annual Maintenance	$0	$18,900	$17,316

ADDITIONAL INFORMATION

Attached:	Agreement
Under separate cover:	None
Available in the City Secretary's office:	N/A

STAFF CONTACT(S)

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

Gary Packan
Assistant Director
817-459-5496
gary.packan@arlingtontx.gov

CSJ # 2208 – 01 – 068
District # Fort Worth District 02
Code Chart 64 #01750
Project: Pioneer Parkway / SS-303 Corridor
Landscape improvements
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For A
SUPPLEMENTAL TRANSPORTATION PROGRAM
GREEN RIBBON PROJECT
ON-SYSTEM

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the **City of Arlington**, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number #**1144335,** authorizing the State to undertake and complete a highway improvement generally described as **Landscape Development on Pioneer Parkway / SS-303 Corridor from West Limits to East Limits of the City of Arlington** called the "Project"; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment "A" for the improvement covered by this agreement. A map showing the Project location appears in Attachment "B," which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this agreement, it is agreed as follows:

CSJ # 2208 – 01 – 068
District # Fort Worth District 02
Code Chart 64 #01750
Project: Pioneer Parkway / SS-303 Corridor
Landscape improvements
Federal Highway Administration
CFDA # 20.205
Not Research and Development

AGREEMENT

1. **Period of the Agreement**
   This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. **Scope of Work**
   Landscape improvements will be approximately 10 miles of the Pioneer Parkway / SS-303 corridors. The project Limits begin on the west side of City of Arlington continuing through Town of Pantego and ending at Grand Prairie border. The Improvements plan includes landscape beds at key locations utilizing native plants, drip irrigation system, decomposed granite, cobble and boulders. The City of Arlington is proposing to install trees and irrigation system in all the medians currently void of trees to create a lush urban canopy within the project limits. Adding Trees where replacements are needed.

3. **Local Project Sources and Uses of Funds**
   A. The total estimated cost of the Project is shown in the Project Budget – Attachment "C", which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties are shown in Attachment "C". The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
   B. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
   C. The Project cost estimate shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, otherwise provided for in this agreement or approved otherwise in an amendment to this agreement. Where a Special Approval has been signed by the State, the Local Government shall only in that instance be responsible for overruns in excess of the amount to be paid by the Local Government.

F. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

G. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation." The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied by the State to the Project.

H. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If after final Project accounting any excess funds remain, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

I. The State will not pay interest on any funds provided by the Local Government.

J. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this agreement is terminated at the request of the Local Government prior to completion of the Project.

K. If the Project has been approved for a specified percentage or a "periodic payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the specified percentage or the periodic payment schedule.

L. If the Local government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

M. When a Special Approval has been signed by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of those amounts.

N. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those

funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

O. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

Q. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this agreement.

4. Termination of this Agreement

This agreement shall remain in effect until the project is completed and accepted by all parties, unless:

A. The agreement is terminated in writing with the mutual consent of the parties;

B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

6. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

7. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning

of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

A. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement.

B. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.

C. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.

D. The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project.

E. Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for

participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

11. Construction Responsibilities

A. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. The Local Government will use its approved contract letting and award procedures to let and award the construction contract.

C. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

D. For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

12. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

13. Right of Way and Real Property

The State is responsible for the provision and acquisition of any needed right of way or real property.

14. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
Director of Park and Recreation **City of Arlington** **717 Main Street** **Arlington, Texas 76013**	**Director of Contract Services Office** **Texas Department of Transportation** **125 E. 11th Street** **Austin, Texas 78701**

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by

sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

15. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

22. Inspection of Books and Records

The parties to this agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. Civil Rights Compliance

The Local Government shall comply with the regulations of the United States Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

24. Disadvantaged Business Enterprise (DBE) Program Requirements

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate*.

25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

26. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person

who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

27. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

28. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five (5) executives to the State if:
   i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.

B. If threshold expenditures are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/inside-txdot/office/audit/contact.html. The expenditure threshold for fiscal years beginning prior to December 31, 2014 is $500,000; the

expenditure threshold for fiscal years beginning on or after December 31, 2014 is $750,000.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

30. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Date

THE STATE OF TEXAS

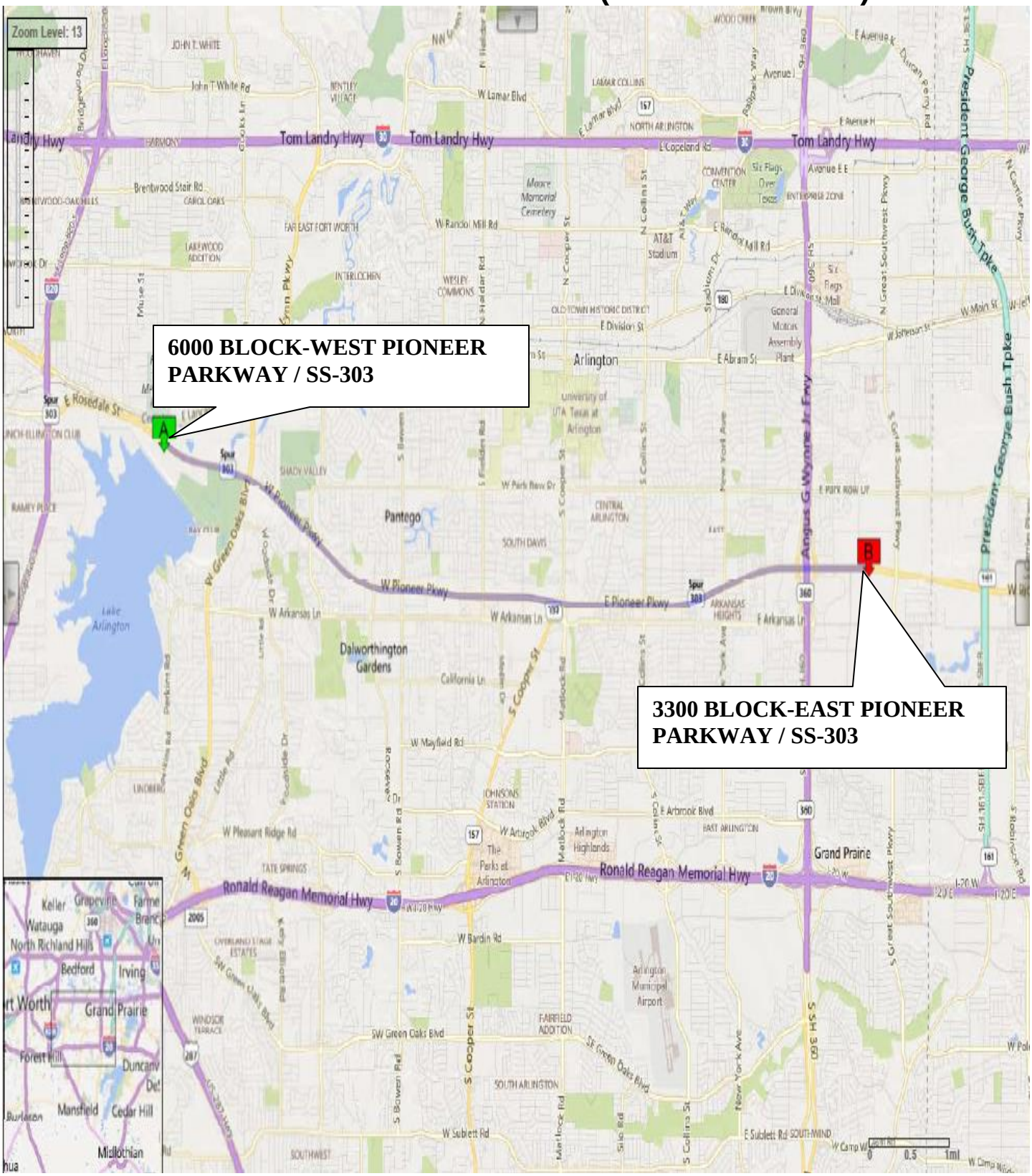
_____
Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

_____
Date

ATTACHMENT A
RESOLUTION OR ORDINANCE
(See Attachment)

ATTACHMENT B
LOCATION MAP SHOWING PROJECT

PIONEER PARKWAY / SS-303 (CSJ: 2208-01-068)



ATTACHMENT C
PROJECT BUDGET

Costs will be allocated based on applicable Federal/State funding until Federal/State funding reaches the maximum obligated amount.

The Local Government will then be responsible for 100% of the costs.

Description		Total Estimated Cost	Federal Participation		State Participation		Local Participation	
			%	Cost	%	Cost	%	Cost
Environmental By Local Government		$10,000	0%	$0	0%	$0	100%	$ 10,000
Preliminary Engineering By Local Government		$35,000	0%	$0	0%	$0	100%	$ 35,000
Construction By Local Government		$ 400,000	80%	$ 320,000	20%	$ 80,000	0%	$0
Subtotal		$ 445,000		$ 320,000		$ 80,000		$ 45,000
Environmental Direct State Cost		$ 500	0%	$0	100%	$ 500	0%	$0
Preliminary Engineering Direct State Cost		$ 1,750	0%	$0	100%	$ 1,750	0%	$0
Construction Direct State Cost		$ 20,000	0%	$0	100%	$ 20,000	0%	$0
Indirect State Costs	5.74%	$ 25,543	0%	$0	100%	$ 25,543	0%	$0
Subtotal		$ 47,793		$0		$ 47,793		$0
TOTAL		$ 492,793		$ 320,000		$ 127,793		$ 45,000

Initial payment by the Local Government to the State: **$ 0.00**
Payment by the Local Government to the State before construction: **$ 0.00**
Estimated total payment by the Local Government to the State: **$ 0.00**
This is an estimate. The final amount of Local Government participation will be based on actual cost.

Staff Report

Corridor Landscaping and Beautification Project, Bid Project 16-0012	
City Council Meeting Date: 11-10-15	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to execute a contract for corridor landscaping and beautification services with Greycon, Inc. in the estimated amount of $140,950.

PRIOR BOARD OR COUNCIL ACTION

None.

ANALYSIS

In March, the city was awarded a grant of $250,000 to support the landscape effort. The landscape plan includes various styles of Texas native and drought tolerant plants with corridors focused on NE Green Oaks Blvd (North Arlington) and Sublett Rd (Southeast Arlington). As the plant material matures, the landscape design will provide an aesthetic enhancement to the corridors while screening privacy fences, utility boxes and other street infrastructure.

The turnkey project will include the excavation of the current landscape and installation of new plant beds and irrigation. This contract does not include the purchase and installation of trees. Trees will be purchased through the existing city tree contract and installation coordinated by the Parks and Recreation Department.

Over the course of the next two years, the city will evaluate the impact of the landscape on the beautification of the selected thoroughfares. If deemed successful, future landscapes will be planned once funding can be identified for installation and maintenance.

The appearance of neighborhood corridors throughout the City of Arlington varies widely. In some locations, corridors are beautifully landscaped with well-maintained fencing, while others have little to no landscaping and fences of varying color, height, material, and condition. Newer subdivisions are required by City ordinance to have property owners' associations maintain the neighborhood's fences, but older neighborhoods have no established mechanism to improve the aesthetics of their fences. A few options to remedy this have been discussed, including replacing fences with masonry products, which is cost prohibitive, and aggressive code enforcement, which would not address the issue of varying color, material and height. This pilot program includes installation of native landscaping to screen these dilapidated fences along key corridors. This high-impact program is expected to benefit all residents and visitors in the City as they travel through these corridors, creating a natural screen of attractive, native plants.

Bid closed:	October 15, 2015, 2:00pm
Vendors notified through Demand Star:	179
Vendors notified through Supplier Portal:	76
Vendors responding to bid request:	9

VENDOR	MWBE	TOTAL
Greycon, Inc. **Arlington, Texas**	Yes **	**$140,950**
American Landscape Systems Lewisville, Texas	No	$142,726
C. Green Scaping, LP Fort Worth, Texas	Yes***	$154,357
MG Lawn and Landscape, LLC Fort Worth, Texas	No	$180,000
Northeast Services, Inc. Kennedale, Texas	No	$188,818
SJ & J Construction, LLC Dallas, Texas	No	$328,875
Camden Holdings Arlington, Texas	No	$365,920
Clear Choice Lawn Care* Grand Prairie, Texas	Yes****	Non-Responsive
AquaGreen Global, LLC* Dallas, Texas	Yes**	Non-Responsive

*Incomplete Bid, ** Black, *** Hispanic-Woman Owned, ****Hispanic

FINANCIAL IMPACT

Greycon, Inc. of Arlington, Texas returned the lowest responsive bid. This is a one-time purchase; therefore, no financial impact is anticipated in future fiscal years directly related to this purchase. The projected financial impact for this contract term is as follows:

FY 2016	FY 2017	FY 2018
$140,950	$0	$0

Funds are budgeted in Parks and Recreation Account No. 121201-46250-125047.

ADDITIONAL INFORMATION

Attached:	None
Under separate cover:	None
Available in the Purchasing Division:	Bid file
WMBE:	Yes

STAFF CONTACT(S)

Lemuel Randolph	Will Velasco, CPPB	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

Consultant Services Contract for a Lynn Creek Linear Trail Project Project No. PKPL-15003	
City Council Meeting Date: 11-17-15	Action Being Considered: Minute Order

RECOMMENDATION

Authorizing the City Manager or his designee to execute a Consultant Services Contract with Schrickel, Rollins and Associates, Inc. of Arlington, TX for design documents for Lynn Creek Linear Trail in an amount not to exceed $241,415. Funding is available in Park Capital Account No. 508501-61002-53580598.

PRIOR BOARD OR COUNCIL ACTION

On May 27, 2014, City Council approved resolution #14-118 in support of three projects to be submitted to the North Central Texas Council of Governments (NCTCOG) Transportation Alternatives Program (TAP).

On June 6th, 2015, City Council approved resolution #15-130 authorizing the execution of an Advanced Funding Agreement with Texas Department of Transportation for the construction of a linear hike/bike trail along Lynn Creek Linear Park.

ANALYSIS

In December of 2014, the City was awarded a grant from the Transportation Alternatives Program (TAP) from the Texas Department of Transportation (TXDOT) in the amount of $1,887,158 for trail development along Lynn Creek Linear Park.

The proposed contract will provide construction documents, bidding and construction administration for a 12 foot-wide hike/bike trail along Lynn Creek Linear Park. This phase of development will link into an existing trail located at Buttercup Lane extending approximately 1.5 miles eastward and terminate at New York Avenue.

The proposed trail will connect multiple densely populated neighborhoods with five public schools. These connections will provide safe, non-vehicular routes for students attending Ashworth and Beckham Elementary Schools, Ousley Junior High, Seguin High School and Tarrant County Junior College. The project will also provide recreational opportunities for activities such as walking, jogging, cycling, and roller blading.

The primary elements of the project include 12 foot-wide concrete trails, two pedestrian bridges over Lynn Creek, retaining walls, benches and way finding signage. The City will also coordinate with Arlington's Fire-Rescue and Police Departments to install 911 location markers along the trail.

FINANCIAL IMPACT

The grant amount awarded for this project is $1,887,158 with the City's portion to be $1,002,878. The City will be responsible for 50% of design ($158,135) and construction ($785,444). The grant is a reimbursement program. The city will pay for design costs as they are incurred and will be reimbursed by TXDOT for their share.

Funds for the design will be provided through linear park development fees and are available in Parks Capital Account 508501-61002-53580598. There is no General Fund operating budget impact associated with this phase of work.

	FY 2016	FY 2017	FY 2018
50% Match for Consultant	$241,415	$0	$0

ADDITIONAL INFORMATION

Attached:	Consultant Services Contract
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

THE STATE OF TEXAS §

COUNTY OF TARRANT §

Consultant Services Contract
Design Services and Contract Administration
for Lynn Creek Linear Trail Project

This Consultant Services Contract is entered into this _____day of_____, 2015, between **Schrickel Rollins and Associates, Inc.**, hereinafter referred to as "CONSULTANT" and the **CITY OF ARLINGTON, TEXAS,** a municipal corporation of the State of Texas, hereinafter referred to as "CITY," acting by and through its City Manager or his designee.

W I T N E S S E T H:

WHEREAS, CITY desires assistance in the preparation of plans and construction documents for the **Lynn Creek Linear Trail Project**.

WHEREAS, CONSULTANT is qualified and capable of performing engineering design services, proposed herein and is willing to enter into this Contract with CITY to perform said services; 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 Consultant

For and in consideration of the covenants herein contained, CONSULTANT hereby covenants and agrees as an independent contractor, to perform the services herein described with diligence and in a manner consistent with the level of care and skill normally exercised for such professional planning, engineering, surveying, and landscape architectural services in the State of Texas. CONSULTANT agrees to perform professional planning, surveying, engineering, and landscape architectural services in connection with the Project as set forth below, and CITY agrees to pay, and CONSULTANT agrees to accept, fees as set forth in this Contract as full and final compensation for all services performed under this Contract. If CONSULTANT is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional and national professional standards. CONSULTANT shall provide professional landscape architectural and survey services to provide plans and construction documents for Martha Walker Park development, being located within the City of Arlington, Tarrant County, Texas, and hereinafter referred to as the "Project."

II.
Payment for Services

Total payment for services described herein for the Project shall be a sum not to exceed **Two Hundred Forty One Thousand Four Hundred Fifteen** Dollars and **Zero** Cents (**$241,415.00**). Payments shall be made as set forth in Exhibit "A." No interest shall ever be due on late payments. 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 CONSULTANT when CONSULTANT is in default under this Contract, nor shall this paragraph constitute a waiver of any right, at law or in equity, which CITY may have if CONSULTANT is in default,

including the right to bring legal action for damages or for specific performance under this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

III.
Character and Extent of Consulting Services

A. CONSULTANT will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the architectural, engineering or landscape architectural profession(s), both public and private, currently practicing in the same locality under similar conditions including but not limited to the exercise of reasonable, informed judgments and prompt, timely action. If CONSULTANT is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional and national professional standards. CONSULTANT will provide professional services necessary for the work described in Exhibit "A," and incorporated herein and made a part hereof as if written word for word; provided, however, that in case of conflict in the language of Exhibit "A" the terms and conditions of this Professional Services Contract shall be final and binding upon both parties hereto.

B. It is agreed and understood that this Contract contemplates the full and complete professional landscape architectural and survey for the Project including changes necessary to complete the Project as outlined herein. CONSULTANT acknowledges by the execution of this Contract that all contingencies known to CONSULTANT and CITY at the date of this Contract, as may be deemed necessary and proper to complete the assignment, have been included in the fee stated herein. CONSULTANT will advise CITY as to the necessity of CITY's providing or obtaining from others special services and data required in connection with the Project (which services and data CONSULTANT is not to provide hereunder). Nothing contained herein shall be construed as authorizing additional fees for services to complete the plans, specifications, inspections, tests, easements and permits necessary for the successful completion of the Project.

IV.
Time for Completion

A. CONSULTANT agrees to complete and submit all work required by CITY within (**384 days tentative TXDOT reviews)** calendar days.

B. Construction Administration and Observation shall be completed upon final payment and receipt of documents from contractor.

Calendar days shall commence when CONSULTANT is notified to proceed and shall terminate when CITY has accepted the plans as being final. No extensions of time shall be granted unless CONSULTANT submits a written request, and CITY approves such request in writing.

V.
Revisions of Schematic Drawings

CITY reserves the right to direct substantial revision of the schematic drawings after acceptance by CITY as CITY may deem necessary, but in such event CITY shall pay

CONSULTANT equitable compensation for services rendered in making such revisions. In any event, when CONSULTANT is directed to make substantial revisions under this Section of the contract, CONSULTANT shall provide to CITY a written proposal for the entire costs involved in the revisions. Prior to CONSULTANT undertaking any substantial revisions as directed by CITY, CITY must authorize in writing the nature and scope of the revisions and accept the method and amount of compensation and the time involved in all phases of the work.

If revisions of the final schematic drawings are required by reason of CONSULTANT'S error or omission, then such revisions shall be made by CONSULTANT without additional compensation to the fees herein specified, and in a time frame as directed by CITY.

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

VI.
Consultant's Coordination with Owner

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

VII.
Termination

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

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

VIII.
Ownership of Documents

All drawings, specifications, and other documents or instruments of professional services prepared or assembled by CONSULTANT under this Contract shall become the sole property of CITY and shall be delivered to CITY, without restriction on future use. CONSULTANT shall retain in its files all original drawings, specifications, documents or instruments of professional services as well as all other pertinent information for the work. CONSULTANT shall have no liability for re-use on other projects and/or changes made to the drawings and other documents by other consultants subsequent to the completion of the contract. CITY shall require that any such change be sealed, dated, and signed by the engineer or landscape architect making that change and shall be appropriately marked to reflect what was changed or modified.

IX.
Insurance

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

1. Worker's Compensation Insurance, as required by law; with the policy endorsed to provide a waiver of subrogation as to the CITY, Employers Liability Insurance of not less than $1,000,000 for each accident, $1,000,000 disease-each employee, $1,000,000 disease-policy limit.

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

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

4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance. Limits of liability shall be $1,000,000 per claim. The coverage under this policy shall include a contractual liability endorsement. CONSULTANT must maintain this policy for a period of four (4) years after the completion of the project or shall purchase the extended reporting period or “tail” coverage insurance providing equivalent coverage for the same period of time.

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

1. Name CITY as an additional insured as to all applicable coverage(s) except Worker's Compensation and Employer's Liability Insurance and Professional Liability Insurance;

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

   Risk Manager
   City of Arlington
   Post Office 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;

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

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

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

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

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

D. CONSULTANT agrees to the following:

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

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

3. Approval, disapproval or failure to act by CITY regarding any insurance supplied by CONSULTANT (or any sub-consultants) shall not relieve CONSULTANT of full responsibility or liability, if any, for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability;

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

5. 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. CITY's Risk Manager reserves the right to review the insurance requirements stated in this Contract during the effective period.

X.
Monies Withheld

When CITY has reasonable grounds for believing that:

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

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

XI.
No Damages for Delays

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

XII.
Right to Inspect Records

CONSULTANT agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of CONSULTANT involving transactions relating to this Contract. CONSULTANT agrees that CITY shall have access during

normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. CITY shall give CONSULTANT reasonable advance notice of intended audits.

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

XIII.
No Third-Party Beneficiary

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

XIV.
Successors and Assigns

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

XV.
Consultant's Liability

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

XVI.
Indemnification

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

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

The provisions of this section are intended to only provide indemnification to the extent allowed by Texas Local Gov't Code Sec. 271.094 and shall be construed to that effect. The CONSULTANT as allowed by Texas Local Gov't Code Sec. 271.084 will still name CITY as additional insured in its General Liability Policy and provide any defense as allowed by the policy.

XVII.
Severability

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

XVIII.
Independent Contractor

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

XIX.
Disclosure

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

XX.
Venue

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

XXI.
Entire Agreement

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

XXII.
Applicable Law

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

XXIII.
Default

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

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

XXIV.
Headings

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

XXV.
Non-Waiver

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

XXVI.
Remedies

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

XXVII.
Equal Employment Opportunity

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

XXVIII.
Compliance with Disadvantaged Business Enterprise (DBE) Requirements

The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

Engineer is subject to the requirements of this section and the applicable provisions of attachments H-1, H-2, H-FG which are attached hereto and incorporated as if written word. The project goal for this project is 10%.

XXIX.
Construction of Contract

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

XXX.
Notices

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

If intended for CITY, to:

City of Arlington – Mail Stop 05-0100
ATTN: Lemuel Randolph
Director of Parks and Recreation
P.O. Box 90231
Arlington, Texas 76004-3231

If intended for CONSULTANT, to:

Schrickel, Rollins, & Associates, Inc.
1161 Corporate Drive West, Suite 200
Arlington, Texas 76006

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first written above.

Responsible Party Name

BY: _____
Signature

WITNESS:

Victor W. Baxter
President
Schrickel, Rollins and Associates, Inc.

_____

Tax Identification No.

CITY OF ARLINGTON, TEXAS

BY_____
Lemuel Randolph, Director
Parks & Recreation Department

ATTEST:

_____
Mary Supino,
City Secretary

APPROVED AS TO FORM:
Teris Solis, City Attorney

BY_____

THE STATE OF TEXAS §

Consultant Acknowledgment

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Victor W. Baxter** 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 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 and as the act and deed of **Schrickel, Rollins and Associates, Inc.** a _____ of Tarrant County, Texas, and as _____ thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2015.

_____
Notary Public, State of Texas

_____ _____
My Commission Expires Notary's Printed Name

THE STATE OF TEXAS §

City Acknowledgment

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **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, Texas**, a municipal corporation of Tarrant County, Texas, and as the Director of the Parks & Recreation Department 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 _____, 2015.

_____
Notary Public, State of Texas

_____ _____
My Commission Expires Notary's Printed Name

EXHIBIT A

SCOPE OF SERVICES

Lynn Creek Park Trail
September 15, 2015

I. CONSULTANT

For purposes of this agreement, the term "Engineer" in the basic agreement is interchangeable with the term "Consultant" in the exhibits. "Consultant" refers to Schrickel, Rollins and Associates, Inc. Practicing design professionals of the firm include Registered Professional Engineers, Registered Landscape Architects, Registered Architects, and Registered Public Land Surveyors.

A. The following consumer information is required by the Landscape Architects Registration Law, Article 249c, VTCS: The Texas Board of Architectural Examiners has jurisdiction over individuals licensed under the above named Act. Their address and telephone number are: 8213 Shoal Creek Blvd., Suite 107; Austin, Texas 78758-7589; (512) 458-4126.

B. Complaints regarding survey services or practices may be submitted to: Texas Board of Professional Land Surveying; 7701 North Lamar, Suite 400; Austin, Texas 78752.

II. DESCRIPTION OF PROJECT

A. The project includes the following improvements (all distances listed are approximate):
- A section of 12′ wide concrete trail along Lynn Creek from Snapdragon Lane to Pony Express Trail (approx. 8,000 linear feet).
- One pedestrian bridge (100' ± in length).
- One other creek crossing (either a culvert or a bridge).

III. GEOTECHNICAL STUDIES

The Consultant shall coordinate with a geotechnical testing lab to locate borings and perform soils investigations as necessary. The geotechnical lab shall be paid by the City.

IV. TOPOGRAPHIC SURVEY

The Consultant shall, through his approved subconsultant, survey portions of the site along the trail alignment from the trailhead at Waterlilly Drive to Winter Pass Trail at one foot (1') contour intervals and locate and identify existing trees 6″ in diameter or greater. The Consultant will prepare a base map which illustrates the apparent boundary and topographic lay of the land. The trail alignment will be marked in the field by the Landscape Architect and the Owner's Representative. Cross sections will be provided at the bridge and drainage crossing locations.

Cross sections will also be taken as required for the HEC RAS drainage study.

Only areas along the trail alignment (generally 100′ on either side of the trail center line) will be surveyed. This will not be a comprehensive survey of the entire site(s).

V. PRELIMINARY DESIGN

A. The Consultant will meet with City staff to obtain and review any previous planning efforts associated with these areas, including proposed alignments and topographic aerial maps.

B. Obtain available information concerning the program for development, existing site conditions, schedule for design and development, and base information.

C. Meeting/Coordination: Meet and coordinate with the owner(s), public, subconsultants and others as necessary to clearly define the program and implement the plans and specifications for these projects.

D. Program Definition:

1. Exact facilities requirements
2. Concerns about the project
3. Maintenance considerations
4. Access considerations
5. Security considerations
6. Design approaches
7. Utilities availability
8. Additional concerns

E. Site Analysis: The Consultant shall conduct a site analysis to clearly establish a data base of apparent existing site conditions that will impact the design. This analysis will address access, utilities, vegetative conditions, slopes, drainage, traffic conflicts; connectivity to neighborhoods, schools, etc.; and surrounding land uses as required.

F. Preliminary Design:

1. The Consultant shall prepare preliminary design documents at a scale of 1″ = 100′ consisting of alternative preliminary layouts over aerial photos and aerial topography for each trail location as necessary. The program will be finalized. Plan sheets shall be 22″ x 34″. Half sized sheets will be provided as needed.

2. Meeting: City staff will review the preliminary plans, make recommendations, and approve the final program.

3. The Consultant shall revise the preliminary plan to meet City staff recommendations and shall prepare plan graphics at a scale of 1″ = 100′ and an estimate of probable cost. The alignment of the trail will be verified and staked in the field. The topographic survey will be based on

the aforementioned staking. The Preliminary Plan graphic will then be developed on the topographic survey. Bridge locations, drainage crossings and trailhead locations will be identified. Plan sheets shall be 22″ x 34″. Half sized sheets will be provided as needed.

4. Meetings: Consultant shall present the recommended preliminary design and estimate of probable cost to City staff and Park Board.

5. The construction design budget will be developed from the opinion of probable construction cost estimates provided by the Consultant during the preliminary design phase. Bidding alternates will be provided so that the City will know the construction costs of other items and may have the option to award a construction contract that includes alternates of the City's choice.

VI. CONTRACT DOCUMENTS

A. The Consultant shall prepare for incorporation into the contract documents as necessary, final plans and specifications to show the general scope, extent and character of the work to be furnished and performed by Contractor(s). These final plans will be based on current topographic maps and geotechnical tests made as may be required. The anticipated construction document will be on 24"x36" sheets and shall be as follows:

1. Title sheet
2. Existing Conditions Plan
3. Layout and Dimension Plan
4. Grading Plan
5. Utility Plan (as required)
6. Detail sheets as required to detail the following: trails, retaining walls, pedestrian bridge abutments, utilities, benches, and tables.
7. Civil and structural engineering as required

B. The Contract Documents shall be structured to be bid as a single general contract. If alternative methods of project delivery are employed by the City or if the project is divided into multiple sets of contract documents then additional fees may be assessed for additional services required to prepare the contract documents.

C. The Consultant shall submit the contract documents for City's review.

D. The Consultant shall meet with City staff to review the contract documents Obtain staff comments and additions to the documents and make necessary corrections.

E. Since this project is partially funded by TxDOT, the Consultant shall submit plans and specifications to TxDOT for review and comment. The plans and specifications shall conform to TxDOT format and standards. All other

coordination with TxDOT regarding funding and administration shall be provided by the City.

F. Complete contract documents:

1. Refine construction plans and specifications to respond to the City's review.
2. Advise the City of the opinion of probable construction costs.
3. Prepare bidding documents.

G. Submit contract documents for Final Review.

1. Obtain final approval from the City.
2. Submit documents to TDLR for review.

VII. STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

A. The Consultant will prepare a SWPPP document for each project site for the City's and Contractor's use. The following items will be included:

1. Erosion and Sediment Migration Control Plan.
2. Construction details for erosion control BMPs (Best Management Practices).
3. Description of maintenance requirements.
4. Emergency notification information.
5. Site specific information and recommendations required by TCEQ.
6. The SWPPP is required to be sealed by a professional Engineer and posted on site along with the completed NOI signed by the City. Monitoring and inspections during the construction phase will be by the Contractor.
7. The Contractor shall be responsible for compliance, management, and liability related to SWPPP.

VIII. BIDDING PHASE

After written authorization to proceed with the bidding or negotiation phase, the Consultant shall:

A. Provide one reproducible set of plans and a reproducible set of specifications and bid documents to the City of Arlington for bidding and construction purposes. Digital files in pdf and dwg format will also be provided to the City for their own use.

B. Assist in preparing addenda for City to issue as appropriate to interpret, clarify or expand the bidding documents.

C. Attend Prebid Conference.

D. Consult with City staff and determine the acceptability of substitute materials and equipment proposed by Contractors) when substitution prior to the award of contracts is allowed by the bidding documents.

IX. CONSTRUCTION PHASE

The Consultant's services during construction shall include: (1) attendance at the pre-construction conference and at two monthly meetings to review the Contractor's application for payment; (2) a maximum of 10 site observation visits will be provided during construction; (3) review of shop drawings and submittals; and (4) one substantial completion observation visit with the City and the Contractor to determine if the project is substantially complete. If construction observation services should be extended to more than the anticipated number of meetings (10), the Consultant's services shall be considered as additional services. Anticipated construction time is approximately eight (8) months.

X. ADDITIONAL SERVICES

The Consultant will provide services not identified in this scope of services upon receipt of authorization from the City of Arlington. The Consultant proposes that Additional Services will be provided on an hourly rate basis with a mutually agreed "not to exceed" total. Such Additional Services may include the following or other services:

A. Hydraulic and Hydrology Services

1. Since most of the Site is within the floodplain and/or floodway of Lynn Creek, engineering studies will be performed to determine the requirements for flood conveyance across the portion of the Site which will be developed in the first phase of construction. The entire area of the Site will be included in the studies. These studies will address the following:

2. Data Collection and Field Reconnaissance.
   a. Obtain and review hydrologic and hydraulic modeling, work maps and other related data for Lynn Creek.
   b. Conduct field reconnaissance.
   c. Conduct initial meeting with City staff.
   d. Conduct initial meeting with the U.S. Army Corps of Engineers (USACE), North Central Texas Council of Governments (NCTCOG), and the City on permit issues.

3. Establish Existing Site Hydraulic Conditions
   a. Develop Base map to include topographic data, hydraulic cross section locations, floodplain features, wetlands, etc.
   b. Evaluate and update the existing hydraulic models utilizing topographic mapping provided to the City.
   c. Compute existing site valley storage using topographic data provided by City.

4. Design Coordination
   a. Evaluate hydraulic and valley storage impacts and make recommendations for the schematic design of the Project.
   b. Prepare final hydraulic models. Final hydraulic models will be developed for the future submittals of Conditional Letter of Map Revision (CLOMR) submittal to FEMA, and the City Floodplain Alteration Permit submittal.
   c. Coordinate with Landscape Architect as required on Plan Preparation.
   d. No submittal will be made to FEMA as a part of the Basic Services of this agreement. The City shall determine the most appropriate submittal, if any. Upon that determination, SRA shall prepare the submittal selected as an additional service to the agreement.

B. Environmental Services

1. Section 404 of the Clean Water Ace

   a. All water features will be delineated along the entire project corridor. Wetland ecologist will delineate the jurisdictional limits of the streams and any on-channel ponds based on 33 Code of Federal Regulations (CFR) 328.3[e], delineate the jurisdictional limits of any potential wetlands based on the 1987 USACE Wetland Delineation Manual and current Regulatory Guidance Letters. The boundaries of all water features within the project corridor will be recorded on field maps and a sub-meter accurate Global Positioning System (GPS). The field survey results will then be graphically depicted and classified by type (i.e., tributary, pond, wetland), significant nexus determination, hydrology, and jurisdictional opinion.
   b. Strategy meetings will be held to review the delineation and appropriate Nationwide Permits (i.e., 14 – Linear Transportation Projects and 42 – Recreational Facilities). The trail, valley storage, and any other attendant features that would impact any potential waters of the United States will be evaluated through the use of one or more Nationwide Permits. The Nationwide Permit conditions for use and criteria for notification will be factors in the final design, where possible, to avoid or minimize the permitting delays. The ultimate strategy is to design the project with assuming a Nationwide Permit that does not require a Pre-Construction Notification.
   c. If the project can be accomplished with the assumption of a Nationwide Permit without the submission, review, and verification of a Pre-Construction Notification, a letter report will be prepared for the project. This letter report will summarize the delineation, proposed project, applicable Nationwide Permits, and how the project complies with the Nationwide Permit without verification of a Pre-Construction Notification. The letter report will include all necessary descriptions required by the Fort Worth District USACE for obtaining a Jurisdictional Determination and project verification if required.
   d. If the project requires a Pre-Construction Notification to be authorized under a Nationwide Permit, a permit application will be prepared. The

Pre-Construction Notification will include the following necessary components: Purpose and Need, Jurisdictional Delineation, Alternative Analysis, Avoidance and Minimization Efforts, Unavoidable Impacts, and Compensatory Mitigation. After the Pre-Construction Notification is submitted to the U.S. Army Corps of Engineers for review, coordination efforts with the U.S. Army Corps of Engineers regulatory project manager will be conducted to address their questions, comments, or issues.

e. The Pre-Construction Notification is design specific, and it will be based on the schematic design of the trail. If after inception or submittal of the Section 404 Permit (PCN), the City decides on an alternative design for the trail or its attendant features, services rendered to modify the Pre-Construction Notification would be considered Additional Services and would be performed for additional compensation.

2. Cultural Resources Assessment

   a. A desk-top cultural resources evaluation of the project corridor will be conducted. This evaluation will use the Texas Archaeological Sites Atlas, soil survey, and topographic map to determine if there are any existing cultural resource sites or the potential of such sites based on other studies conducted in the area. A brief letter will be prepared summarizing the evaluation and an assessment of the potential of cultural resources in the project site.
   b. In the event that there are known or moderate to high potential of cultural resources, a detailed cultural resources study should be completed in accordance with the State Historic Preservation Officer. If this detailed cultural resources assessment is needed, it would be considered Additional Services and would be performed for additional compensation.

3. Regulatory Submittals and Reports

   a. Prepare FEMA submittals for:
      (1) LOMA (Letter of Map Amendment)
   b. Prepare Floodplain Alteration Permit for the City.

4. Categorical Exclusion

   a. The 23 Code of Federal Regulations (CFR) §771 implements Section 102 (2) of the National Environmental Policy Act (NEPA) (42 United States Code [USC] 4321 to 4370d), as implemented by the regulations promulgated by the Council on Environmental Quality (CEQ) (40 CFR §1500-1508) for the U.S. Department of Transportation and all State Transportation Agencies. The principal objectives of NEPA are to ensure the careful consideration of environmental aspects of proposed actions in federal decision-making processes and to make environmental information available to decision-makers and the public, before decisions are made and actions are taken.

b. This scope of services is to assist in the preparation of a Categorical Exclusion (EA) documenting the required information established in the Texas Department of Transportation (TxDOT) Environmental Affairs Division Standards of Uniformity for Programmatic CE (03 April 2009 revision) and any example documents that can be provided by the environmental staff of the TxDOT Dallas District.

a. Additionally, this scope of services would include:
i. three (3) on-site meetings located in Arlington, Texas,
ii. one (1) site visit to the project area to take detailed natural resources descriptions, data forms, global positioning system (GPS) boundaries of water features and vegetation types, and photographs,
iii. a hazardous materials database search to be provided by Environmental Data Resources, Inc. (EDR),
iv. a database search of the Texas Parks and Wildlife Department (TPWD), Natural Diversity Database (NDD) concerning rare or unique plant communities and protected species information.

C. Design

1. Design of facilities beyond the original scope and/or budget identified in the description of services.

2. Additional surveying beyond that identified in the scope of services.

3. Establishment of the boundary lines.

4. Other FEMA/COE Permit applications.
   a. CLOMR – Conditional Letter of Map Revision
   b. LOMA - Letter of Map Amendment
   c. LOMR-F – Letter of Map Revision based on Fill
   d. Wetland Determination
   e. Protected Species Survey
   f. Detailed Cultural Resources Study
   g. Section 404 - Individual Permit
   h. Corridor Development Certificate (CDC)

5. Electrical distribution and trail lighting.

6. Landscape and irrigation plans.

7. Platting services.

8. Public meetings/presentations.

9. Environmental impact statements or assessments.

10. Representation in arbitration, mediation, litigation, depositions, or similar legal processes.

D. Construction

1. Any representation beyond that stipulated in the agreement.
2. Record drawings.

COMPENSATION

I. COMPENSATION

A. Basic Professional Services – Part One

For the Basic Services outlined above, the City agrees to pay Consultant a fee of two hundred forty one thousand four hundred fifteen dollars to be billed monthly as a percentage of the work completed. The fee is broken down as follows:

1. Topographic Survey		$ 25,500	
a. Topographic Survey of trail alignment	$ 16,500		
b. Cross sections for drainage evaluation	$ 3,500		
c. Boundary Determination (if required)	$ 5,500		
2. Geotechnical Study (allowance)		$ 7,500	
3. Preliminary Design		$ 35,600	
4. Construction Documents		$ 78,400	
5. Bidding		$ 7,000	
6. Construction Administration/Observation		$ 21,500	
Subtotal Basic Services – Part One			$168,000

B. Basic Professional Services – Part Two

1. SWPPP (allowance)	$ 6,000	
2. Geotechnical Investigation (by Owner)	~~$ 0~~	
Subtotal Basic Services – Part Two		$ 6,000

C. Grand Total Basic Services Part One & Part Two $ 174,000

D. Reimbursable Expenses (Allowance) - These expenses can include the following, if approved in advance by the City:

1. Identifiable communication expense, such as long distance telephone, express charges and postage directly related to the project and courier services.
2. Identifiable reproduction costs applicable to the work, such as blueprinting, plotting, photocopying, printing and binding, etc.
3. Fees required by governmental agencies for review and/or inspection.
4. Outside reproduction (bidding and contractor plans) shall be by the City of Arlington, not included in these reimbursable expenses.

5. Estimated Reimbursable Expenses		
Basic Services	$ 2,000	
Delivery Charges	$ 500	
TDLR (Review, filing, inspection fees)	$ 1,065	
Total		$ 3,565

E. Total Basic Services and Expenses **$177,565**

F. Additional Services (Optional) - Professional services for the preparation of the following items will be provided on an as needed basis. None of these services shall be provided without prior written authorization of the City.

1. Hydraulic and Hydrology Services	$ 24,500
2. Environmental Services – Section 404	
a. Section 404 Permit Application Nationwide Permit Pre-Construction Notification	$ 11,000
b. Cultural Resources Assessment	$ 7,500
c. Wetland Delineation, Waters of the US Delineation	$ 6,000
d. Categorical Exclusion	$ 12,000

Grand Total Basic Services plus Optional Additional Services **$241,415**

II. LIMITATIONS

Limitations to the work are as follows: Accessibility will be provided along the alignment of the trail and to adjoining sidewalks, etc. If an ADA inspection requires existing features such as adjacent facilities, trails, etc. to be brought up to accessibility standards additional fees will apply.

III. ADDITIONAL SERVICES COMPENSATION

Additional services expressly authorized pursuant to the Contract will be compensated based upon the attached rate schedule. The Consultant is to be reimbursed for all direct non-labor and other subcontract expenses at Consultant's invoice cost times a multiplier of 110%. Additional services shall not be performed without first obtaining approval from the City.

SCHEDULE OF CHARGES - 2015
BILLABLE SALARY RATE & EXPENSE CHARGES

CLASSIFICATION:	RANGE OF BILLABLE SALARY RATE LOW	HIGH
PRINCIPAL	$151	$200
ASSOCIATE	92	168
SENIOR ENGINEER	146	178
ENGINEER III	108	141
ENGINEER II	81	108
ENGINEER-IN-TRAINING (EIT)	70	92
SENIOR LANDSCAPE ARCHITECT	118	200
LANDSCAPE ARCHITECT III	87	125
LANDSCAPE ARCHITECT II	70	98
LANDSCAPE ARCHITECTURAL INTERN	54	81
ARCHITECT	87	141
ARCHITECTURAL INTERN	54	81
DESIGNER	54	98
SURVEYOR (RPLS)	98	141
SURVEY COORDINATOR	76	113
SURVEY TECHNICIAN	65	108
ENGINEERING TECHNICIAN	65	98
PLANNING TECHNICIAN	54	81
GIS PROJECT MANAGER	90	120
GIS ANALYST	75	100
GIS TECHNICIAN	60	100
PRODUCTION COORDINATOR	76	113
CAD OPERATOR/DRAFTER III	65	98
CAD OPERATOR/DRAFTER II	54	76
CAD OPERATOR/DRAFTER I	49	65
SENIOR SECRETARY/SPECIFICATIONS COORDINATOR	49	87
SECRETARY/WORD PROCESSOR	38	70
CLERK	35	49

The ranges and individual salaries are adjusted annually.

OTHER SERVICES:

SURVEY FIELD PARTY	$135	$175

PRINTING & PLOTTING SERVICES:
In-house printing and plotting services will be charged at the market rate for commercial printing plus 10%. In-house capability includes color plots and a variety of media, including bond, vellum and mylar. In-house Xerox copies provided at $0.06 per single side copy or $0.12 per double side copy. Color copies provided for $0.60 (8½x11) and $1.00 (11x17) per single sheet.

OTHER DIRECT EXPENSES:
Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproductions expense, communication expense, travel, transportation and subsistence away from Arlington and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, tests, and other work required to be done by independent persons other than staff members.

PROPOSED SCHEDULE

CITY OF ARLINGTON
Lynn Creek Park Trail

Stage of Services	Cal. days to Complete	Weeks to Complete	Projected Date
Authorization from City to Proceed with Project			Tuesday, November 17, 2015
Topographic Survey	43	6	Wednesday, December 30, 2015
Preliminary Design	42	6	Wednesday, February 10, 2016
Construction Documents			
30% Submittal	42	6	Wednesday, February 10, 2016
30% Review (City and TxDOT)	61	9	Monday, April 11, 2016
60% Submittal	42	6	Monday, May 23, 2016
60% Review (City and TxDOT)	60	9	Friday, July 22, 2016
90% Submittal	42	6	Friday, September 02, 2016
90% Review (City and TxDOT)	60	9	Tuesday, November 01, 2016
Corrections after TxDOT Review	21	3	Tuesday, November 22, 2016
Corrections after Permit Review	14	2	Tuesday, December 06, 2016
Bidding Phase			
Send documents to Printer	3	0	Friday, December 09, 2016
Printing	3	0	Monday, December 12, 2016
Advertisement for Bids	6	1	Sunday, December 18, 2016
Advertisement for Bids	7	1	Sunday, December 25, 2016
Bid Opening	32	5	Thursday, January 19, 2017
City Council Meeting to Approve Bids	26	4	Tuesday, February 14, 2017
City Approve and Execute Contract	7	1	Tuesday, February 21, 2017
Construction Phase - Phase I	365	52	Wednesday, February 21, 2018

INFORMATION TO BE PROVIDED BY THE CITY

LYNN CREEK PARK TRAIL
September 16, 2015

I. The City will provide information regarding objectives and requirements for the Project.

A. The City will designate a single Project Representative to act in its behalf, with respect to the Project, who shall examine documents submitted by the Consultant and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the Consultant's services.

B. The City agrees to report promptly in writing to the Consultant any fault or defect in the Consultant's services or non-conformance with the provisions of this agreement.

C. The City will provide Consultant with City construction standards to include design details and specifications, and City review procedures, as may be required for this Project.

D. The City will provide prints or reproducible copies of other site conditions information in its files to include - City plans, base maps, zoning maps, legal descriptions, plats, subdivision and street plans, aerial photographs, topographic maps, utility locations, and the like as are related and significant to the performance of the Professional Services.

E. The City will negotiate the costs, easements and routing for primary electric power service to serve the Site and this Project. Consultant will provide preliminary plans and coordinate power needs for the Project with the electric power service provider of the City's choice.

F. The City or others will coordinate and process permits or approvals or studies that may be required by others with jurisdiction over this Project, except for those specifically the responsibility of Consultant as stated above.

G. To ensure proper execution of the contract documents, the City or others will ensure that a qualified representative is on the Project for detailed daily or otherwise frequent inspections of the works in progress after a contract for construction is let.

H. The City's Project Representative will be responsible for the review of monthly payment requests submitted by the Construction Contractor.

I. The City will secure the services of an independent laboratory for Construction Phase Testing.

II. The City will provide the following products and services:

A. Provide any information they may have on existing site conditions such as: legal descriptions of the park property and easements and rights-of-way, locations of underground utilities, street maps, aerial surveys, and topographic surveys of the project site, above ground utilities and all existing improvements significant to the project.

B. Issue the advertisement for bids and, with assistance from the Consultant, open and evaluate the bids. Printing and distribution of the bid documents will be handled by the Consultant.

C. Assist the Consultant in submitting plans for review to the various City departments and franchise utility companies such as Oncor, gas, and cable.

D. The City will provide all printing of plans and project manuals for bidding and construction.

EXHIBIT H-1

City of Arlington, Texas
Subprovider Monitoring System
Commitment Worksheet

Contract #:_____ Assigned Goal: _10___% Federally Funded _____ State Funded _____

Prime Provider Info: DBE ____

Vendor ID #:_____ DBE/HUB Expiration Date:_____
(First 11 Digits Only)

If no subproviders are used on this contract, please indicate by placing "N/A" on the 1st line under Subproviders.

Subprovider(s) (List All)	**Type of Work**	**Vendor ID #** (First 11 Digits Only)	**D=DBE H=HUB**	**Expiration Date**	**$ Amount or % of Work***
Subprovider(s) Contract or % of Work* Totals					

*For Work Authorization Contracts, indicate the % of work to be performed by each subprovider.

Total DBE Commitment Dollars $_____

Total DBE Commitment Percentages of Contract ___10_____%

(Commitment Dollars and Percentages are for Subproviders only)

EXHIBIT H-2

City of Arlington, Texas
Subprovider Monitoring System Commitment Agreement

This commitment agreement is subject to the award and receipt of a signed contract from the City of Arlington, Texas (City). ***Note: Exhibit H-2 is required to be attached to each contract that does not include work authorizations. Exhibit H-2 is required to be attached with each work authorization. Exhibit H-2 is also required to be attached to each supplemental work authorization. If DBE Subproviders are used, the form must be completed and signed. If no DBE Subproviders are used, indicate with "N/A" on this line: _____ and attach with the work authorization or supplemental work authorization.***

Contract #:_____ Assigned Goal: ____10 % Prime Provider: _____

Work Authorization (WA) #: _____ WA Amount: _____ Date: _____

Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____

Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
Total Commitment Amount *(Including all additional pages.)*	$

IMPORTANT: The signatures of the prime and the DBE and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

Provider Name: **Address:** **Phone # & Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**
DBE/HUB Subprovider **Subprovider Name:** **VID Number:** **Address:** **Phone # & Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**
Second Tier Subprovider **Subprovider Name:** **VID Number:** **Address:** **Phone # & Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**

VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).

EXHIBIT H-3

City of Arlington, Texas Subprovider Monitoring System for Federally Funded Contracts
Progress Assessment Report for month of (Mo./Yr.) _____/_____

Contract #: _____ Original Contract Amount: _____

Date of Execution: _____ Approved Supplemental Agreements: _____

Prime Provider: _____ Total Contract Amount: _____

Work Authorization No. _____ Work Authorization Amount: _____

If no subproviders are used on this contract, please indicate by placing "N/A" on the 1st line under Subproviders.

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining

Fill out Progress Assessment Report with each estimate/invoice submitted, *for all subcontracts*, and forward as follows:
1 Copy with Invoice – Contract Manager/Managing Office
1 Copy – City of Arlington, Attention:_____, MS #_____, P.O. Box 90231, Arlington, Texas 76004-3231.

I hereby certify that the above is a true and correct statement of the amounts paid to the firms listed above.

EXHIBIT H-4

City of Arlington, Texas
Subprovider Monitoring System
Final Report

The Final Report Form should be filled out by the Prime Provider and submitted to the Contract Manager and the Business Opportunity Programs Office for review upon completion of the contract. The report should reflect **all subcontract activity** on the project. The report will aid in expediting the final estimate for payment. If the DBE goal requirements were not met, documentation supporting good faith efforts must be submitted.

DBE Goal: _10____%

Total Contract Amount: $

Total Contract Amount: $

Contract Number:

Vendor ID #	Subprovider	Total $ Amt Paid to Date
	TOTAL	

This is to certify that above.

_____
% of the work was completed by the HUB or DBE subproviders as stated

_____

By: Prime Provider

_____

Per: Signature

Subscribed and sworn to before me, this _____ day of _____, 20

_____ Notary Public _____ County

My Commission Expires:

Contract No.

EXHIBIT H-5

Federal Subprovider and Supplier Information

The Provider shall indicate below the name, address and phone number of all successful and unsuccessful subproviders and/or suppliers that provided proposals/quotes for this contract prior to execution. You may reproduce this form if additional space is needed.

Name	Address	Phone Number

The information must be provided and returned with the contract.

_____ _____

Signature Date

_____ _____ _____

Printed Name Email Phone #

EXHIBIT H-FG

Disadvantaged Business Enterprise (DBE)
For Federal-Aid Professional or Technical Services Contracts

l) **PURPOSE.** The purpose of this attachment is to carry out the U.S. Department of Transportation's (DOT) policy of ensuring nondiscrimination in the award and administration of DOT assisted contracts and creating a level playing field on which firms owned and controlled by minority or socially and economically disadvantaged individuals can compete fairly for DOT assisted contracts.

2) **POLICY.** It is the policy of the DOT and the City of Arlington, TX(henceforth the "City") that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26, Subpart A and the City's Disadvantaged Business Enterprise Program, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, and the City's Disadvantaged Business Enterprise Program, apply to this contract as follows.

a. The Provider will offer Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, Subpart A and the City's Disadvantaged Business Enterprise Program, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Provider shall make a good faith effort to meet the Disadvantaged Business Enterprise goal for this contract.

b. The Provider and any subprovider(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Provider shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. The requirements of this Special Provision shall be physically included in any subcontract.

c. When submitting the contract for execution by the City, the Provider must complete and furnish Exhibit H-1 which lists the commitments made to certified DBE subprovider(s) that are to meet the contract goal and Exhibit H-2 which is a commitment agreement(s) containing the original signatures of the Provider and the proposed DBE(s). For Work Authorization Contracts, Exhibit H-1 is required at the time of submitting the contract for execution by the City. Exhibit H-2 will be required to be completed and attached with each work authorization number that is submitted for execution, if the DBE will be performing work. Any substitutions or changes to the DBE subcontract amount shall be subject to prior written approval by the City. If non-DBE subprovider is performing work, insert N/A (not applicable) on the line provided.

d. Fai lure to carry out the requirements set forth above shall constitute a material breach of this contract and may result: in termination of the contract by the City; in a deduction of the amount of DBE goal not accomplished by DBEs from the money due or to become due to the Provider, not as a penalty but as liquidated damages to the City; or such other remedy or remedies as the City deems appropriate.

3) **DEFINITIONS.**

a. "City" means the City of Arlington, Texas.

b. "Federal-Aid Contract" is any contract between the Texas Department of Transportation and a Provider which is paid for in whole or in part with U.S. Department of Transportation (DOT) financial assistance.

c. "Provider" is any individual or company that provides professional or technical services.

d. "DBE Joint Venture" means an association a DBE firm and one (1) or more other firm(s) to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture are commensurate with its ownership interest.

e. "Disadvantaged Business Enterprise (DBE)" means a firm certified as such by the Texas Department of Transportation in accordance with 49 CFR Part 26.

f. "Good Faith Effort" means efforts to achieve a DBE goal or other requirement of this Special Provision which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

g. "Race-neutral DBE Participation" means any participation by a DBE through customary competitive procurement procedures.

4) **PERCENTAGE GOAL.** The goal for Disadvantaged Business Enterprise (DBE) participation in the work to be performed under this contract is ___10 %__ of the contract amount.

5) **PROVIDER'S RESPONSIBILITIES.** A DBE prime may receive credit toward the DBE goal for work performed by his-her own forces and work subcontracted to DBEs. A DBE prime must make a good faith effort to meet the goals. In the event a DBE prime subcontracts to a non-DBE, that information must be reported to the City.

a. A Provider who cannot meet the contract goal, in whole or in part, shall document the "Good Faith Efforts" taken to obtain DBE participation. The following is a list of the types of actions that may be considered as good faith efforts. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

(1) Soliciting through all reasonable and available means the interest of all certified DBEs who have the capability to perform the work of the contract. The solicitation must be done within sufficient time to allow the DBEs to respond to it. Appropriate steps must be taken to follow up initial solicitations to determine, with certainty, if the DBEs are interested.

(2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Provider might otherwise prefer to perform the work items with its own forces.

(3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(4) Negotiating in good faith with interested DBEs by making a portion of the work available to DBE subproviders and suppliers and selecting those portions of the work or material needs consistent with the available DBE subproviders and suppliers.

(5) The ability or desire of the Provider to perform the work of a contract with its own organization does not relieve the Provider's responsibility to make a good faith effort. Additional costs involved in finding and using DBEs is not in itself sufficient reason for a Provider's failure to meet the contract DBE goal, as long as such costs are reasonable. Providers are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

(6) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.

(7) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Provider.

(8) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.

(9) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

(10) If the Department's Director of the Business Opportunity Programs Office determines that the Provider has failed to meet the good faith effort requirements, the Provider will be given an opportunity for reconsideration by the Director of the appropriate Division.

NOTE: The Provider must not cause or allow subproviders to bid their services.

b. The preceding information shall be submitted directly to the Chair of the Consultant Selection Team responsible for the project.

c. The Provider shall make all reasonable efforts to honor commitments to DBE subproviders named in the commitment submitted under Section 2.c. of this attachment. Where the Provider terminates or removes a DBE subprovider named in the initial commitment, the Provider must demonstrate on a case-by-case basis to the satisfaction of the City that the originally designated DBE was not able or willing to perform.

d. The Provider shall make a good faith effort to replace a DBE subprovider that is unable or unwilling to perform successfully with another DBE, to the extent needed to meet the contract goal. The Provider shall submit a completed Exhibit H-2 Form for the substitute firm(s). Any substitution of DBEs shall be subject to prior written approval by the City. The City may request a statement from the firm being replaced concerning its replacement prior to approving the substitution.

e. The Provider shall designate a DBE liaison officer who will administer the DBE program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with DBEs.

f. Providers are encouraged to investigate the services offered by banks owned and controlled by disadvantaged individuals and to make use of these banks where feasible.

6) **ELIGIBILITY OF DBEs.**

a. The Texas Department of Transportation certifies the eligibility of DBEs, DBE joint ventures and DBE truck-owner operators to perform DBE subcontract work on DOT financially assisted contracts.

b. This certification will be accomplished through the use of the appropriate certification schedule contained in this City's DBE program.

c. The Texas Department of Transportation publishes a Directory of Disadvantaged Business Enterprises containing the names of firms that have been certified to be eligible to participate as DBEs on DOT financially assisted contracts. The directory is available from the Texas Department of Transportation's Business Opportunity Programs Office. The Texas Unified Certification Program DBE Directory can be found on the Internet at: http://www.dot.state.tx.us/services/business_opportunity_programs/tucp_dbe_directory.htm.

d. Only DBE firms certified at the time the contract is signed or at the time the commitments are submitted are eligible to be used in the information furnished by the Provider as required under Section 2.c. and 5.d. above. For purposes of the DBE goal on this contract, DBEs will only be allowed to perform work in the categories of work for which they were certified.

7) **DETERMINATION OF DBE PARTICIPATION.**

A firm must be an eligible DBE and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible DBE, the total amount paid to the DBE for work performed with his/her own forces is counted toward the DBE goal. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subprovider is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

A DBE subprovider may subcontract no more than 70% of a federal aid contract. The DBE subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the DBE; and equipment owned or rented directly by the DBE. DBE subproviders must perform a commercially useful function required in the contract in order for payments to be credited toward meeting the contract goal. A DBE performs a commercially useful function when it is responsible for executing the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption.

A Provider may count toward its DBE goal a portion of the total value of the contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.

Proof of payment, such as copies of canceled checks, properly identifying the City's contract number or project number may be required to substantiate the payment, as deemed necessary by the City.

8) **RECORDS AND REPORTS.**

a. After submission of the initial commitment reported (Exhibit H-1), required by Section2.c. of this attachment, the Provider shall submit Monthly Progress Assessment Reports (Exhibit H-3), after

contract work begins, on DBE involvement to meet the goal and for race-neutral participation. One copy of each report is to be sent to the City's Business Opportunity Programs Office monthly, in addition one copy is to be submitted with the Provider's invoice. **Only actual payments made to subproviders are to be reported.** These reports will be required until all subprovider activity is completed. The City may verify the amounts being reported as paid to DBEs by requesting copies of canceled checks paid to DBEs on a random basis.

b. DBE subproviders should be identified o the report by name, type of work being performed, the amount of actual payment made to each during the billing period, cumulative payment amount and percentage of the total contract amount. These reports will be due within fifteen (15) days after the end of a calendar month. Reports are required even when no DBE activity has occurred in a billing period.

c. All such records must be retained for a period of four (4) years following final payment or until any investigation, audit, examination, or other review undertaken during the four (4) years is completed, and shall be available at reasonable times and places for inspection by authorized representatives of the City or the DOT.

d. Prior to receiving final payment, the Provider shall submit a Final Report (Exhibit H-4), detailing the DBE payments. The Final Report is to be sent to the City's Business Opportunity Programs Office and one (1) copy to be submitted with the Provider's final invoice. If the DBE goal requirement is not met, documentation of the good faith efforts made to meet the goal must be submitted with the Final Report.

9) **COMPLIANCE OF PROVIDER.** To ensure that DBE requirements of this DOT-assisted contract are complied with, the City will monitor the Provider's efforts to involve DBEs during the performance of this contract. This will be accomplished by a review of Monthly Progress Assessment Reports (Exhibit H-3), submitted to the City's Business Opportunity Programs Office by the Provider indicating his progress in achieving the DBE contract goal, and by compliance reviews conducted by the City. The Monthly Progress Assessment Report (Exhibit H-3) must be submitted at a minimum monthly to the Business Opportunity Programs Office, in addition to with each invoice to the appropriate agency contact.

The Provider shall receive credit toward the DBE goal based on actual payments to the DBE subproviders with the following exceptions and only if the arrangement is consistent with standard industry practice. The Provider shall contact the City if he/she withholds or reduces payment to any DBE subprovider.

(1) A DBE firm is paid but does not assume contractual responsibility for performing the service;
(2) A DBE firm does not perform a commercially useful function;
(3) Payment is made to a DBE that cannot be linked by an invoice or canceled check to the contract under which credit is claimed;
(4) Payment is made to a broker or a firm with a brokering-type operation;
(5) Partial credit is allowed, in the amount of the fee or commission provided the fee or commission does not exceed that customarily allowed for similar services, for a bona fide service, such as professional, technical, consultant, or managerial services, and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of the contract.

A Provider's failure to comply with the requirements of this Special Provision shall constitute a material breach of this contract. In such a case, the City reserves the right to terminate the contract; to deduct the amount of DBE goal not accomplished by DBEs from the money due or to become due the Provider, not as a penalty but as liquidated damages to the City; or such other remedy or remedies as the City deems appropriate.

Staff Report

Construction Contract for Martha Walker Park Development, Project No. PKPL-14003	
City Council Meeting Date: 11-10-15	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to execute a construction agreement with North Rock Construction LLC of Denton, Texas for Martha Walker Park Development in the amount not to exceed $648,820. Funding is available in Parks Capital Fund Account No. 508501-68101-53500598.

PRIOR BOARD OR COUNCIL ACTION

On April 22, 2014, the City Council passed Resolution MO04222014-005, authorizing the City of Arlington to hire Dunaway Associates, L.P of Fort Worth, a landscape architectural/design consultant for Martha Walker Park Development.

ANALYSIS

Martha Walker Park is a 13-acre, heavily wooded site, located in southwest Arlington. It is surrounded by single family housing and is divided into two sections, a native stand of oak trees and a large open space. The park was dedicated in 1987 and remained undeveloped until 1991 when a small gravel parking lot and picnic tables were installed.

The scope of this park development includes construction of a new parking lot with gated access, looped concrete trail, playground for two age groups (2-5yrs and 5-12yrs), fitness equipment, landscaping, benches, picnic tables, park monument sign and open space.

The contract includes the base bid, alternate one and two. Alternate one allows for a $25,000 Owner's contingency and alternate two provides for the use of Green Cement.

Date of Bid:	October 27, 2015
Number of Bids Received:	2
Number of Bids from Arlington Firms:	0
Bidder Prequalification:	No
Project Estimate:	$615,950
Range of Bids:	$648,820 - $889,250
Recommended Low Bidder:	North Rock Construction LLC
Contract time:	180 calendar days

Vendor	Total	MWBE
North Rock Construction LLC Denton, Texas	**$648,820**	**No**
The Fain Group, Inc. Fort Worth, Texas	**$889,250**	**No**

FINANCIAL IMPACT

Funds are available in Parks Capital Fund Account No. 508501-68101-53500598. The anticipated annual General Fund maintenance impact for this project is estimated below.

	FY 2016	FY 2017	FY 2018
Construction	$648,820	$0	$0
Annual Maintenance	$14,000	$14,400	$14,800

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Lemuel Randolph, Director
Parks & Recreation
817-459-5479
Lemuel.Randolph@arlingtontx.gov

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

Staff Report

Zoning Case ZA15-3 (Kautz Office)	
City Council Meeting Date: 11-10-15	Document Being Considered: Ordinance

RECOMMENDATION

Approve an ordinance changing the zoning classification on a property at 4247 Pleasantview Drive, and generally located north of the West Interstate 20 Highway service road and east of Pleasantview Drive.

PRIOR BOARD OR COUNCIL ACTION

On October 7, 2015, the Planning and Zoning Commission recommended approval of Zoning Case ZA15-3 by a vote of 7-0-0.

On October 27, 2015, City Council approved first reading by a vote of 9-0-0.

ANALYSIS

Request

The applicant requests to change the zoning on approximately 0.573 acres addressed at 4247 Pleasantview Drive, and generally located north of the West Interstate 20 Highway service road and east of Pleasantview Drive.

Current zoning: Residential Single-Family 7.2 (RS-7.2)

Requested zoning: Limited Office (LO)

The subject site is developed with an existing 1,218-square foot single family residence and an accessory building. There was another accessory building on this site, which was demolished in July of this year.

The applicant would like to use the subject site for an office use and hence is requesting a zoning change to LO.

Permits shall be required for remodeling the existing structure as well as addition of a parking lot. During permit review, staff will ensure compliance with buffering, landscaping, and other non-residential design standards. The existing building, when converted to office will require a minimum of three parking spaces, along with required landscaping. The existing accessory building will be used as a storage building for the office.

The proposed office zoning will require a transitional landscape buffer of 15 feet, with one three-inch caliper tree for every 450 square feet of buffer area. It also requires the installation of a screening fence at the north and east property lines. The applicant is proposing a new eight-foot cedar fence at the property line adjacent to the single family residences to the north and a new six-foot cedar fence at the east and south property lines abutting the church and undeveloped property which meets the requirements of the City's Unified Development Code (UDC). The existing accessory building encroaches within the setback and buffer and hence will be considered a non-conforming structure.

Adjacent Land Uses

The properties to the north, east and west are zoned RS-7.2. The properties to the north and west across Pleasantview Drive are developed with single family residential homes. The

property to the east is developed with a church. The property to the south is undeveloped and zoned Office Commercial (OC).

Comprehensive Plan Analysis
The proposed zoning change from RS-7.2 to LO is requested to allow the subject site to be used as an office. 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.

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 4247 Pleasantview Drive to Limited Office (LO); 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 ZA15-3 on October 7, 2015; 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 4247 Pleasantview Drive, described in Exhibit A, is hereby changed to Limited Office (LO) by the approval of Zoning Case ZA15-3, 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 _____ day of _____, 201_, 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 _____, 201_, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

_____
W. JEFF WILLIAMS, Mayor

ATTEST:

_____
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY _____

ZA15-3

EXHIBIT "A"

BEING a portion of Lot 16 of MOORE, DOBKINS and ESTES SUBDIVISION, an addition to Tarrant County, Texas, now located in the City of Arlington, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-J, Page 27, Plat Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2 inch iron rod for corner in the east right-of-way line of Pleasant View Drive (a public right-of-way), same being the southwest corner of said Lot 16, and the most westerly northwest corner of Lot 15R of Moore, Dobkins and Estes Subdivision, an addition to the City of Arlington, Tarrant County, Texas, according to the plat recorded in Volume 388-192, Page 4, Plat Records, Tarrant County, Texas;

THENCE North 00 degrees 05 minutes 55 seconds East, along the east line of said Pleasant View Drive and the west boundary line of said Lot 16, a distance of 126.28 feet (126.41 feet by deed) to a found 1/2 inch iron rod for corner, same being the southwest corner of Lot 3, Block 3, Ticino Valley, an addition to the City of Arlington, Tarrant County, Texas, according to the plat recorded in Volume 388-121, Page 48, Plat Records, Tarrant County, Texas;

THENCE South 89 degrees 29 minutes 32 seconds East, along the south boundary line of Lots 2 and 1, of said Block 3, Ticino Valley, a distance of 195.12 feet (194.98 feet by deed) to a found
1/2 inch iron rod for corner, same being the most northerly northwest corner of said Lot 15R of Moore, Dobkins and Estes Subdivision;

THENCE South 01 degrees 07 minutes 28 seconds East, along a common boundary line with said Lot 15R, a distance of 127.67 feet to a found stand alone 5 inch wood fence post in concrete for corner from which a found 1/2 inch capped iron rod marked JDZ bears South 82 degrees East, 0.35 feet;

THENCE North 89 degrees 06 minutes 07 seconds West, along a common boundary line with said Lot 15R, a distance of 197.86 feet (197.63 feet by deed) to the POINT OF BEGINNING and containing 0.573 acres of land.

AND being generally located north of West Interstate 20 Highway service road and east of Pleasantview Drive, with the approximate address being 4247 Pleasantview Drive.

Case Information

Applicant: Clawson Consulting, LLC represented by Charles Clawson

Property Owner: Hans Kautz

Sector Plan: West

Council District: 4

Allowable Uses: Limited Office

Development History: The subject site is currently platted, developed with a 1,218-square-foot structure and commonly known as a portion of Lot 16 of the Moore, Dobkins, and Estes Addition.

No previous zoning cases have occurred in the general vicinity within the past five years.

Transportation: The proposed development has one points of access. This point of access is from Pleasantview Drive.

Thoroughfare	Existing	Proposed
Pleasantview Drive	50-foot, 2-lane undivided local	50-foot, 2-lane undivided local

Traffic Impact: Change in zoning will have minimal impact on the traffic in the area. The site is a 0.578 acre lot, currently used as a single-family residence. The proposed zoning change will allow the existing use to become a small single-tenant office. The trips generated from the zoning change will not result in a significant increase.

Water & Sewer: There is an 8" water main within the Pleasantview Drive right-of way to the west of this site. There is a 6" sanitary sewer main within the Pleasantview Drive right-of way to the west of this site. There is also a 42" transmission line within the Pleasantview Drive right-of-way. This line may not be tapped for service to the site.

Drainage: This site is located within the Rush Creek drainage basin. The site has no portion within the FEMA floodplain. There is a structure that may be located within a drainage easement. No plat of this property has been provided, nor is there one on file to verify if an easement extends to this property. The adjacent property to the south has a drainage easement that is contiguous to a drainage channel on this site.
No significant drainage impacts are expected to result from development of this site as long as all relevant city ordinances are complied with.

Case Information

Fire: Fire Station Number 7, located at 4000 Little Road, provides protection to this site. The estimated fire response time is within five minutes, which is in keeping with recommended standards.

School District: Arlington Independent School District.

Notices Sent:

Neighborhood Associations:	ACTION North Arlington Alliance for Responsible Government East Arlington Review Far South Arlington Neighborhood Assn Forest Hills HOA Northern Arlington Ambience WeCan (West Citizen Action Network) Arlington ISD Kennedale ISD Mansfield ISD FW ISD HEB ISD Bay Springs HOA Eagle Chase Subdivision Overland Stage Neighborhood Assoc Willow Bend/Thousand Oaks Additions
Property Owners:	25
Letters of Support:	0
Letter of Opposition:	0

PLANNING AND ZONING COMMISSION SUMMARY:

Public Hearing: October 7, 2015

Zoning Case ZA15-3 (Kautz Office – 4247 Pleasantview Drive)

Application to change the zoning on approximately .0573 acres from Residential Single-Family 7.2 (RS-7.2) to Limited Office (LO); generally located north of West Interstate 20 Highway service road and east of Pleasantview Drive.

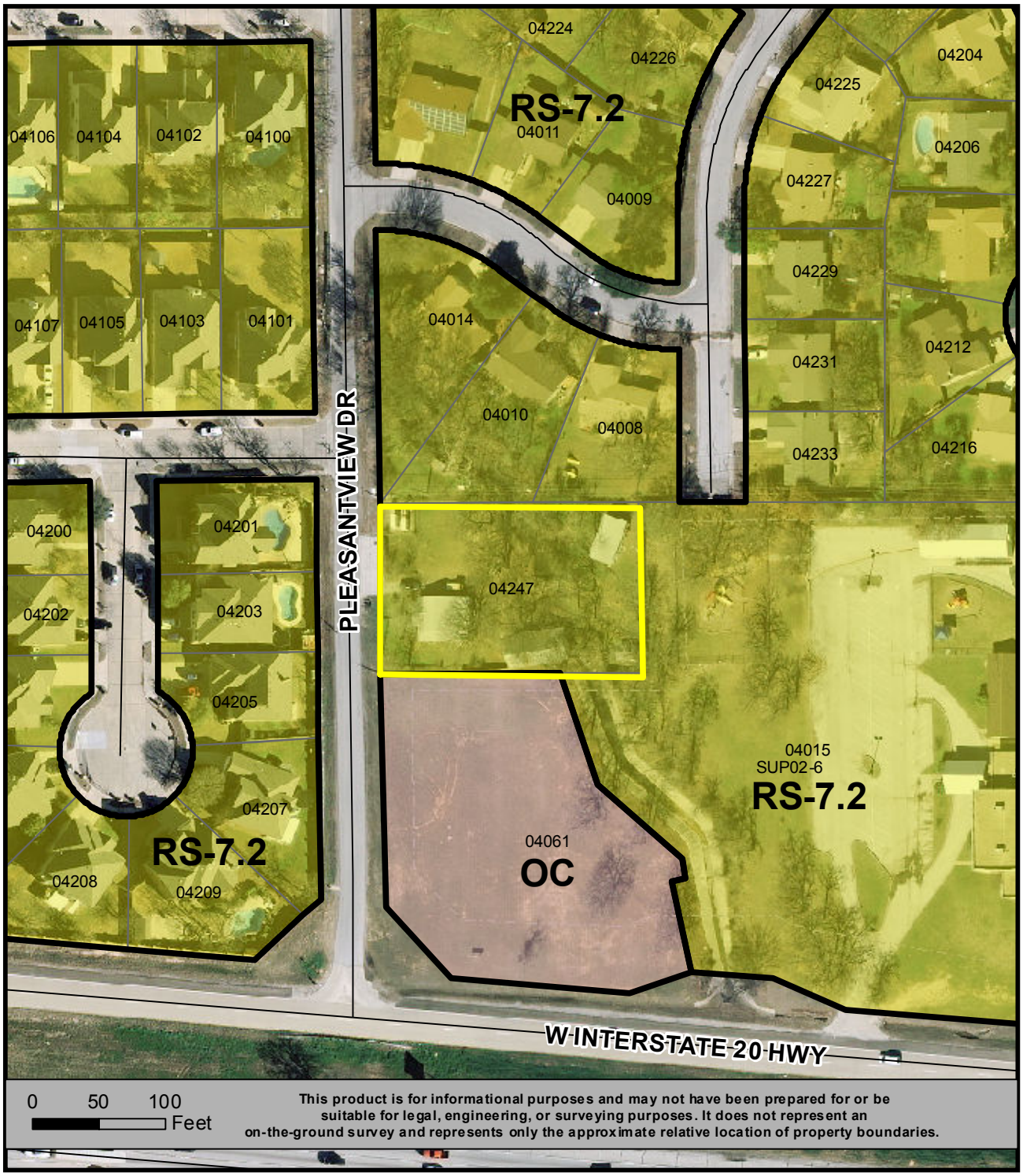
Present to speak in support of this case was Charles Clawson, 6219 Lake Ridge Road, 76016. Also present in support of this case was Hans Kautz, P.O. Box 150107, 76015.

Commissioner Talambas moved to Approve Zoning Case ZA15-3. Seconded by Commissioner Croxton, the motion was approved by a vote of 7-0-0.

APPROVED

Itemized Allowable Uses

Allowable Uses	**Limited Office (LO)**
	Permitted - Art gallery or museum, Government administration and civic buildings, Philanthropic institution (other than listed), Religious assembly, Medical or dental office or clinic, Community garden, Public park or playground, Office, business or professional, Country club, Golf course, Utility lines, towers or metering station,
	Specific Use Permit (SUP) – Gas well, Telecommunication Facilities, Towers >75 ft., Stealth towers >100 ft., Private club/lodge/fraternal organization,
	Conditions- Telecommunication Facilities, Building-mounted antennae and towers, Telecommunication Facilities Towers ≤75 ft., Stealth towers ≤100 ft.



LOCATION MAP
ZA15-3

RS-7.2 to LO
0.573 ACRES

N
W E
S

Prepared: 09-11-2015 **iii-1** **SB**

ZA15-3

North of the West Interstate 20 Freeway service road and east of Pleasantview Drive

View of the subject site. View west from entrance at Pleasantview Drive.

View of adjacent property. View south.

View of homes across Pleasantview Drive. View west.

View of notification sign. View north on Pleasantview Drive.

Staff Report

Zoning Case PD15-7 (Remodel for Kerr Industries)	
City Council Meeting Date: 11-10-15	Document Being Considered: Ordinance

RECOMMENDATION

Approve an ordinance changing the zoning classification on property at 2540 East Abram Street and generally located south of East Abram Street and west of South Watson Road from General Commercial (GC) to Planned Development (PD) for limited Industrial Manufacturing (IM) uses, with a Development Plan.

PRIOR BOARD OR COUNCIL ACTION

On October 7, 2015, the Planning and Zoning Commission recommended approval of Planned Development PD15-7 by a vote of 7-0-0 with the following stipulation:

1. The building shall comply with the non-residential design standards of the UDC.

On October 27, 2015, City Council approved first reading by a vote of 9-0-0 with the following stipulation:

1. If necessary, the demolition of the existing building shall be allowed.

ANALYSIS

Request

The applicant requests to change the zoning on approximately 11.251 acres addressed at 2540 East Abram Street, and generally located south of East Abram Street and west of South Watson Road.

Current zoning: General Commercial (GC);
Requested zoning: Planned Development (PD) for limited Industrial Manufacturing (IM) uses, with a Development Plan

The subject site is developed with a 101,257-square-foot structure, currently vacant and formerly used as a nightclub, and zoned General Commercial (GC). The applicant is proposing to use the site for aftermarket conversion of General Motors products contracted by Kerr Industries. The conversions include adding light bars and other emergency lighting, radio equipment, up graded power systems, interior modifications for prisoner detainment and K9 transport, and the installation of ballistics panels, in addition to commercial vehicle installations to allow for a variety of storage and function options needed for many different professions.

Development Plan

The interior of the building is proposed to be remodeled to provide administrative offices for Kerr Industries and open floor area used for the installation of vehicle enhancements for use in commercial, EMS and fire, and law enforcement vehicles by Kerr as noted above. A portion of the site fronting East Abram Street shall be used as off-site employee parking for the General Motors Assembly Plant across East Abram Street. A pedestrian bridge spanning Abram Street will be constructed to allow GM personnel to access the added parking area safely. The pedestrian bridge is currently in review for a commercial building permit. The remainder of the existing parking lot will be used for the storage of vehicles awaiting modification, and completed vehicles awaiting shipment from the site.

Per Planning and Zoning Commission stipulation, the applicant was able to create a conceptual drawing for the building elevations, which comply with the non-residential design

standards of the Unified Development Code. Façade articulation, material, roof equipment screening, and glazing have been revised.
On October 27, 2015, City Council, at the applicant's request added an allowance to the Planned Development. The allowance states that if demolition of the existing building was necessary, the new building shall comply with the commercial design standards of the Unified Development Code and not be required to go through the Development Plan process.

The existing pole sign is proposed to be removed with the conversion of the site. Future signs on site will be in compliance with the UDC.

REQUIREMENTS	REQUIRED	PROPOSED
Screening (Industrial use next to residential/commercial use)	6' min to 8' max height; 100% masonry or sustainable material with 30-year life expectancy	Complied a. Along west and south property lines: Repair and extend existing 6' masonry wall b. Along north and east property line adjacent to CC zoning (retail strip): 6'precast masonry wall
Loading Dock/Service Bay Screening Product Loading and Unloading (Includes vehicles from transporters)	Opaque Screen	Complied a. Along north property line at E. Abram: 4' tall masonry wall with 6' masonry columns with ornamental iron fencing topper (similar to the screening across E. Abram street at GM) b. Along east property line at SH 360: New 6' tall split-faced CMU wall interior to the property line adjacent to the parking lot. c. Six 3"-caliper trees located on two islands.
Landscape Setback	Along E Abram/15 feet Along SH360/20 feet One 3" tree per 35'	a. Along E Abram Street: 10 feet with 12 trees b. Along SH360: 10 feet with 17 trees (Additional 4 trees existing (approximately one tree per 25'))
Internal Parking Lot Landscaping	One island per 10 spaces One tree per island/50% vegetative cover other than turf grass.	a. Islands at the terminus of each row of parking. With one row of stalls. Islands have one tree; with two rows of stalls islands have two trees. 36 total trees.
Transitional Buffer	30' Required One tree for every 450 sq. ft.	a. Along west and south property lines: no landscaping due to existing paved fire lane in buffer b. Along east property line adjacent to CC zoning: none provided c. Along north property line adjacent to CC zoning: 10' with approximately 16 trees one tree per 175 sq. ft.

Adjacent Land Uses
The property in the northeast corner of the site is zoned Community Commercial (CC) and is used as a multi-tenant retail center. The property to the west and south of the site is developed and zoned as Planned Development (PD) for multi-family. The subject site is adjacent to State Highway 360 to the east. The property to the north of the subject site across East Abram Street is the General Motors Assembly Plant, zoned Industrial Manufacturing (IM).

Limited Uses
The site will be limited to the following uses with the approval of this Planned Development.

Commercial parking
Light manufacturing
Warehouse
Trade school
Auto parts accessory and sales
Temporary construction storage yard
Temporary construction field office

Comprehensive Plan Analysis
While the proposed use does not fit with the Mixed-Use Residential land uses described in the Comprehensive Plan, the site borders a Regional Industrial Center and is buffered from single-family housing by a multi-family development and various commercial uses. The proposed use is compatible with the goals of the Comprehensive Plan and the Economic Development Strategy, as it reinvests in a vacant building and provides an economic benefit to the established assembly plant across the street. An elevated pedestrian crossing over East Abram Street is being proposed, and is needed to safely use the parking lot for employee parking. With enhanced landscaping, the requested PD is in general conformance with the Comprehensive Plan.

FINANCIAL IMPACT
None

ADDITIONAL INFORMATION

Attached:	Ordinance with Exhibits A and B Development Plan (5 pages) Case Information with P&Z Summary
Under separate cover:	None
Available in the City Secretary's office:	None

STAFF CONTACTS

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 2540 East Abram Street to Planned Development (PD) for limited Industrial Manufacturing (IM) uses, with a Development Plan; amending the Zoning District Map accordingly; authorizing the building official to issue permits upon the effective date; providing for a fine of up to $2,000.00 for each violation; providing this ordinance be cumulative; and providing for severability, governmental immunity, injunctions, and publication; and an effective date.

WHEREAS, after notice and public hearing the Planning and Zoning Commission heard and recommended approval of Zoning Case PD15-7 on October 7, 2015; 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 2540 East Abram Street, described in Exhibit A, is hereby changed to Planned Development (PD) for limited Industrial Manufacturing (IM) uses, with a Development Plan, by the approval of PD15-7, and the Zoning District Map shall be amended to reflect the zoning change made by this ordinance. Development and use of the property shall be in compliance with this ordinance and the attached Development Plan.

2.

The Building Official is hereby authorized and directed to issue permits in compliance with this ordinance, including all exhibits attached to this ordinance, immediately after the effective date of this ordinance. In the event of a conflict between the provisions in Exhibit B and the provisions in any other exhibit, the provisions in Exhibit B control.

3.

Any person, firm, corporation, agent or employee thereof who violates any of the provisions of this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be fined an amount not to exceed Two Thousand Dollars and No Cents ($2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

4.

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Arlington, and this ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

5.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

6.

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of Arlington in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

7.

Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Arlington in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Arlington.

8.

The caption and penalty of this ordinance shall be published in a newspaper of general circulation in the City of Arlington, Texas, in compliance with the provisions of Article VII, Section 15, of the City Charter. Further, this ordinance may be published in pamphlet form and shall be admissible in such form in any court, as provided by law.

9.

This ordinance shall become effective upon second publication.

PRESENTED AND GIVEN FIRST READING on the _____ day of _____, 201_, 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 _____, 201_, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

_____
W. JEFF WILLIAMS, Mayor

ATTEST:

_____
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY _____

BEING AN 11.251 ACRE TRACT OF LAND, SITUATED IN THE A.C. WINGATE SURVEY, ABSTRACT NUMBER 1694, TARRANT COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO EBJ GENERAL BY DEED RECORDED IN VOLUME 10513, PAGE 1520, DEED RECORDS, TARRANT COUNTY, TEXAS, AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A "+" IN CONCRETE FOUND FOR CORNER AT THE NORTHEAST CORNER OF LOT 4, BLOCK 17, HOLLANDALE ADDITION NO. 5, AN ADDITION TO THE CITY OF ARLINGTON, TARRANT COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 388-204, PAGE 2, DEED RECORDS, TARRANT COUNTY, TEXAS, SAME BEING IN THE SOUTH RIGHT-OF-WAY LINE OF SAID EAST ABRAM STREET, FOR A DISTANCE OF 392.47 FEET TO A POINT;

THENCE NORTH 87 DEGREES 00 MINUTES 47 SECONDS EAST (NORTH 85 DEGREES 27 MINUTES 45 SECONDS EAST, DEED) ALONG THE SOUTH RIGH-OF-WAY LINE OF SAID EAST ABRAM STREET, FOR A DISTANCE OF 392.47 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 12 MINUTES 23 SECONDS EAST DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, FOR A DISTANCE OF 203.37 FEET TO A POINT FOR CORNER;

THENCE SOUTH 89 DEGREES 47 MINUTES 37 SECONDS EAST, FOR A DISTANCE OF 307.81 FEET TO HALF-INCH CAPPED STEEL ROD FOUND FOR CORNER SAME BEING IN THE WEST RIGHT-OF-WAY LINE OF WATSON ROAD, (STATE HIGHWAY NUMBER 360) A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE SOUTH 15 DEGREES 28 MINUTES 36 SECONDS EAST (SOUTH 17 DEGREES 08 MINUTES 54 SECONDS EAST, DEED) WITH SAID WEST RIGHT-OF-WAY LINE FOR 224.66 FEET TO A POINT FOR CORNER;

THENCE SOUTH 00 DEGREES 43 MINUTES 46 SECONDS EAST (SOUTH 02 DEGREES 18 MINUTES 31 SECONDS EAST, DEED) CONTINUING WITH SAID WEST RIGHT-OF-WAY LINE FOR 350.02 FEET TO A CAPPED STEEL ROD FOUND FOR CORNER AT THE MOST EASTERLY NORTHEAST CORNER OF LOT 1, BLOCK 17AR, HOLLANDALE ADDITION NO. 5, AND ADDITION TO THE CITY OF ARLINGTON, TARRANT COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET A, PAGE 1807, DEED REDORDS, TARRANT COUNTY, TEXAS;

THENCE NORTH 89 DEGREES 30 MINUTE 03 SECONDS WEST (SOUTH 88 DEGREES 55 MINUTES 52 SECONDS WEST, DEED) DEPARTING SAID WEST RIGHT-OF-WAY LINE AND ALONG THE INNER-ELL NORTHERLY LINE OF SAID LOT 1, FOR A DISTANCE OF 551.77 (552.30) FEET TO A CAPPED STEEL ROD FOUND FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 804.27 FEET AND A CHORD WHICH BEARS NORTH 74 DEGREES 37 MINUTE 19 SECONDS WEST, FOR 214.89 FEET;

THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID NORTHERLY LINE OF LOT 1, THROUGH A CENTRAL ANGLE OF 15 DEGREES 21 MINUTES 17 SECONDS, FOR AN ARC DISTANCE OF 215.54 FEET TO A CAPPED STEEL ROD FOUND FOR A CORNER;

THENCE NORTH 00 DEGREES 29 MINUTES 45 SECONDS WEST (NORTH 02 DEGREES 03 MINUTES 09 SECONDS WEST, DEED) ALONG THE INNER-ELL WAST LINE OF SAID LOT 1, PASSING THE SOUTHEAST CORNER OF LOT 4, BLOCK 17, AND CONTINUING FOR A TOTAL DISTANCE OF 668.54 (688.37, DEED) TO THE **POINT OF BEGINNING**, AND CONTAINING 490,091 SQUARE FEET OR 11.251 ACRES OF LAND, MORE OR LESS.

AND BEING GENERALLY LOCATED SOUTH OF EAST ABRAM STREET AND WEST OF SOUTH WATSON ROAD, WITH THE APPROXIMATE ADDRESS BEING 2540 EAST ABRAM STREET.

PD15-7
EXHIBIT "B"

1. The zoning of this site is Planned Development (PD) for limited Industrial Manufacturing (IM) uses, with a Development Plan.

2. Only the following IM uses shall be allowed in this Planned Development:

Commercial Parking	Auto parts accessory and sales
Light Manufacturing	Temporary construction storage yard
Warehouse	Temporary construction field office
Trade School	

3. The existing 101,257-square-foot building is to remain and shall meet the non-residential design standards of the Unified Development Code (UDC) as shown in the attached Conceptual Plans.
However, if it is determined by the applicant upon further analysis that the building needs to be demolished, the new building shall also comply with non-residential design standards of the UDC and no exemption will be included for industrial building (as in Section 5.6.2.B.2). No new development plan shall be required.

4. A portion of the lot shall be used for additional General Motors offsite parking.

5. A pedestrian bridge spanning Abram Street shall be constructed to allow General Motors personnel to access the proposed parking area safely.

6. Fencing:

   a. Screening along north and east property lines shall be accomplished through the installation of a minimum six-foot tall masonry wall.

   b. The existing screening wall adjacent to Residential Multi-Family is to be repaired and extended to provide full screening.

7. Landscaping:

   a. The landscape setback with a minimum of ten feet width along East Abram Street must include a minimum of 12 trees with additional required screening shrubs.

   b. The landscape setback with a minimum of ten feet width along State Highway 360 frontage road must include a minimum of 17 new trees in addition to four existing trees with additional required screening shrubs.

   c. Landscape islands are to be included at the terminus of each row of parking. Each island shall include a minimum of one tree.

d. There is an existing transitional buffer of approximately 30 feet to the west and south property lines. However, no landscaping shall be installed since it is used currently as a fire lane.

e. Adjacent to the northern property line abutting Community Commercial (CC) zoning a minimum ten foot buffer shall be installed and contain a minimum of 16 trees.

8. The existing pole sign on site shall be removed.

9. Use and development of the property shall be in compliance with the Development Plan.

10. 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.

Not to scale

Rendered Site Plan

Yaupon Holly

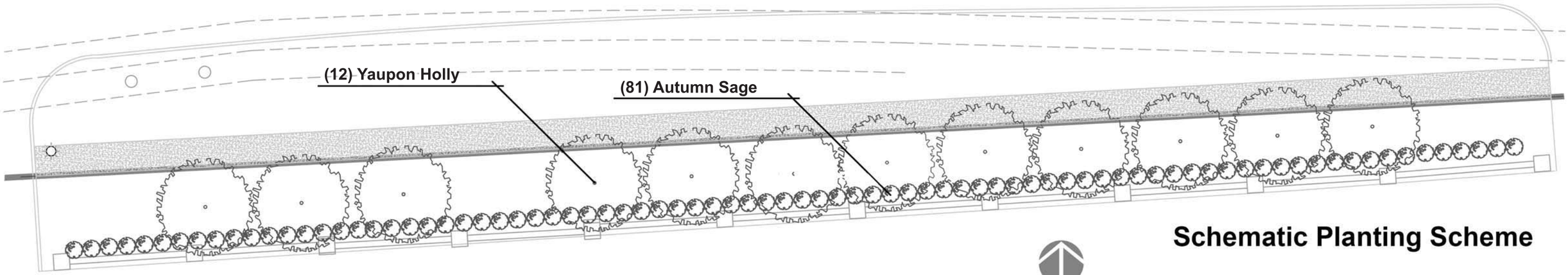
Chinese Pistache

Not to scale

Rendered Site Plan

Eastern Red Cedar

Crape Myrtle



Schematic Planting Scheme

Not to Scale

Abram Street Buffer Perspective

Proposed Plant List

(12) Yaupon Holy

- Planted 15’ on center
- Evergreen
- Drought tolerant

(81) Autumn Sage

- Planted 3’ on center
- Semievergreen
- Drought tolerant

Proposed Plant List

(7) Yaupon Holly

- Planted 25’ on Center
- Evergreen
- Drought Tolerant

(9) Crape Myrtle

- Planted 25’ on Center
- Semievergreen
- Drought Tolerant

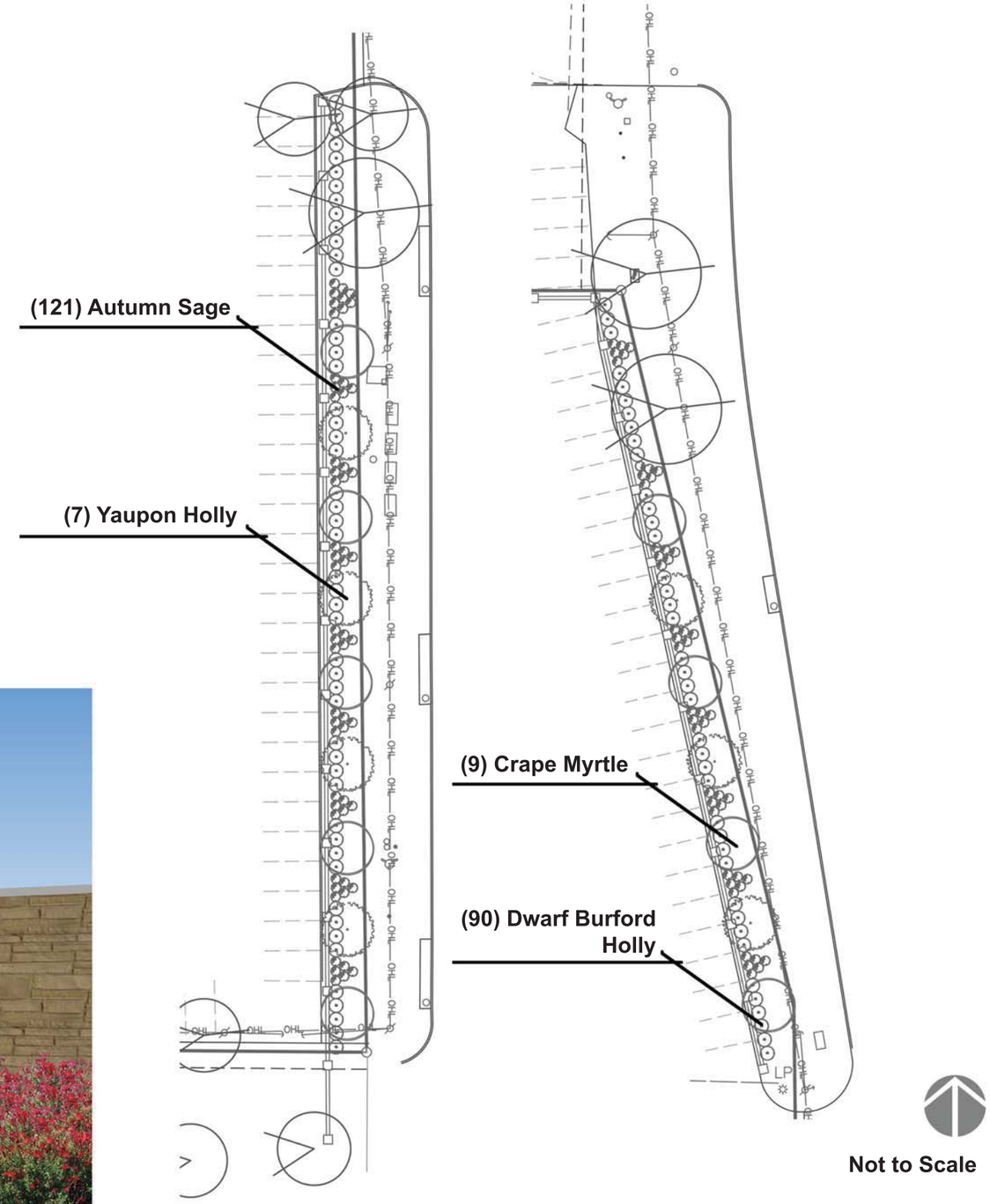
(121) Autumn Sage

- Planted 3’ on center
- Semievergreen
- Drought tolerant

(90) Dwarf Burford Holly

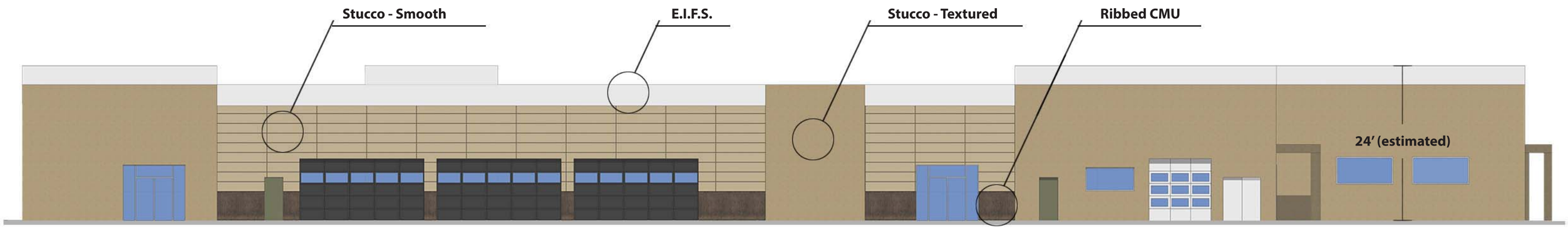
- Planted 4’ on center
- Evergreen
- Drought tolerant

Watson Road Buffer Perspective



Schematic Planting Scheme

NORTH ELEVATION



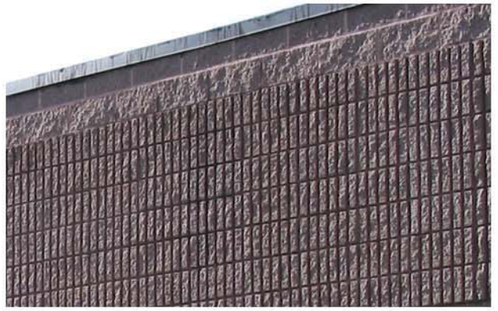
EAST ELEVATION

Spandrel Glass

E.I.F.S

Stucco - Textured

Stucco - Smooth



Ribbed CMU

MATERIALS

Case Information

Applicant/ Property Owner: General Motors, LLC, represented by Dirk Taylor

Sector Plan: East

Council District: 5

Allowable Uses: Industrial Manufacturing

Development History: The subject site is currently unplatted and located in the A.C. Wingate survey. No previous zoning cases have occurred in the general vicinity within the past five years.

Transportation: The proposed development has three points of access. Two points of access are from East Abram Street and one from South Watson Road.

Thoroughfare	Existing	Proposed
East Abram Street	Varies with transition to entrance ramp to S.H. 360. 120' ROW at western property line before widening to include entrance ramp intersection with S.H. 360. Approximately 215' at eastern property line adjacent to 2544 E. Abram St.	No additional Right of Way is required for the current improvements.

Traffic Impact: The previous use of "Drinking Place" per the Trip Generation Manual from the Institute of Transportation Engineers generates 1,564 trips in the PM peak hour. The proposed use for the existing building as "manufacturing" per the manual will generate 79 trips in the AM peak hour, 76 trips in the PM peak hour, and 385 average daily trips. The addition of parking for General Motors will provide approximately 275 parking spaces. Based on that number of employees, the AM peak hour will generate 107 trips, the PM peak hour will generate 110 trips, and the average daily traffic will generate 585 trips. The additional trips will not benefit the adjacent roadway systems.

Water & Sewer: Water and sanitary sewer are available to the site. Water mains exist in the East Abram Street right-of-way and the

South Watson Road right-of way. Sanitary sewer exists along the eastern portion of the property.

Drainage: This site is in the North Cottonwood Creek drainage basin.

The site has no portion within the FEMA floodplain.

No significant drainage impacts are expected to result from development of this site provided compliance with all relevant City ordinances.

Fire: Fire Station Number 2, located at 1727 Sherry Street, provides protection to this site. The estimated fire response time is within five minutes, which is in keeping with recommended standards.

School District: Arlington Independent School District.

Notices Sent:

Neighborhood Associations:
ACTION North
Arlington Alliance for Responsible Government
Arlington Chamber of Commerce
East Arlington Review
Far South Arlington Neighborhood Assn
Forest Hills HOA
Northern Arlington Ambience
WeCan (West Citizen Action Network)
Arlington ISD
Kennedale ISD
Mansfield ISD
FW ISD
HEB ISD
Central Arlington Property Owners, Inc.
Parkview Addition Community

Property Owners: 6
Letters of Support: 0
Letter of Opposition: 0

PLANNING AND ZONING COMMISSION SUMMARY:

Public Hearing: October 7, 2015

Zoning Case PD15-7 (Remodel for Kerr Industries – 2540 East Abram Street)

Application to change the zoning on approximately 11.251 acres from General Commercial (GC) to Planned Development (PD) for limited Industrial Manufacturing (IM) uses, with a Development Plan; south of East Abram Street and west of South Watson Road.

Case Information

Present to speak in support of this case was Dirk Taylor, 2525 East Abram Street, 76010.

Commissioner Talambas moved to Approve Zoning Case PD15-7 with the following stipulation:

- The building shall comply with the non-residential design standards of the Unified Development Code (UDC)

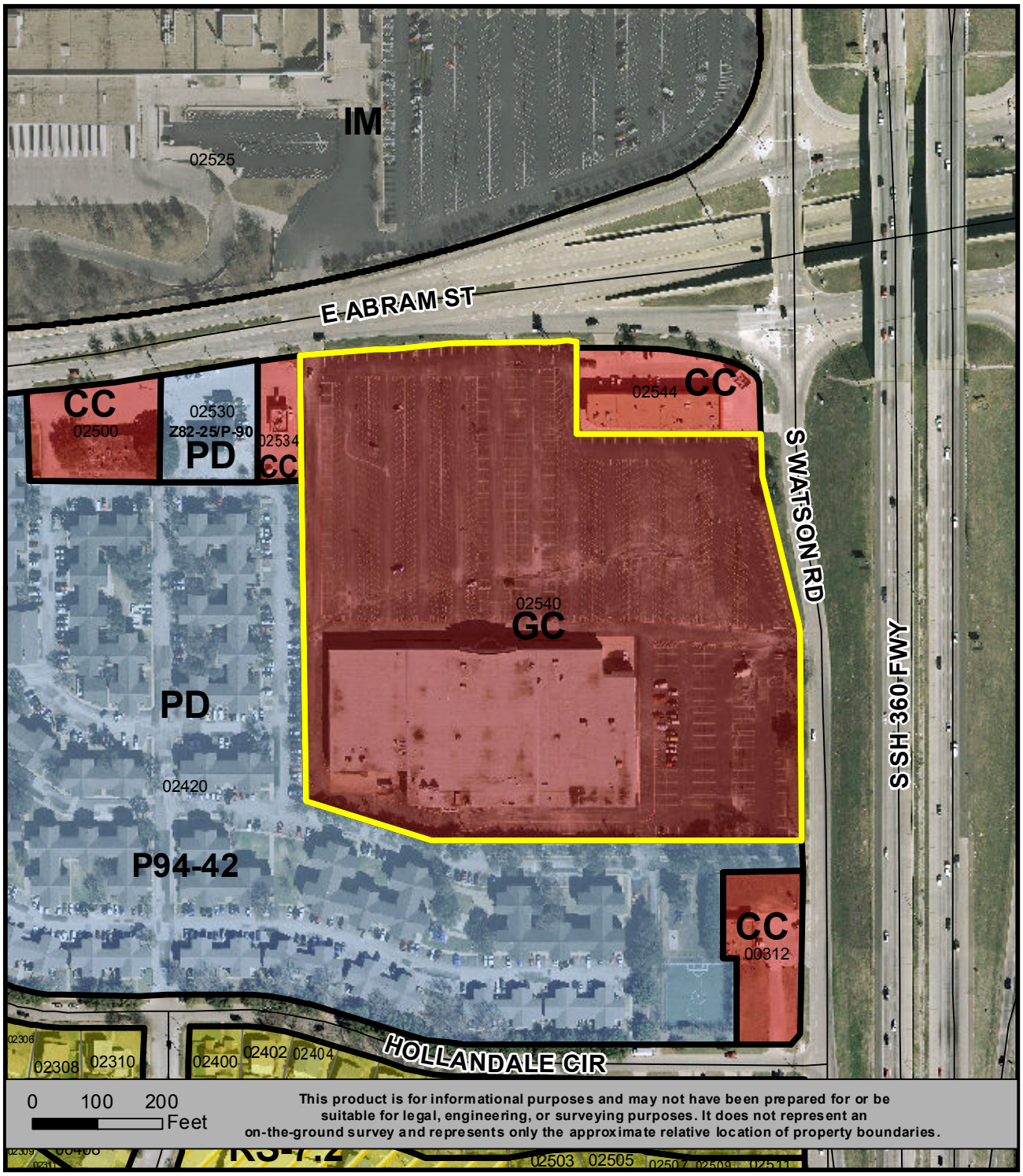
Seconded by Commissioner Croxton, the motion was approved by a vote of 7-0-0.

APPROVED

Itemized Allowable Uses

Allowable Uses	**Planned Development (PD) for limited Industrial Manufacturing (IM) uses, with a Development Plan.** **Permitted –** Auto parts accessory and sales, commercial, light manufacturing, warehouse, trade school, temporary construction field office; temporary construction storage yard
Excluded Uses	Auto service, minor auto repair, major auto repair garage, Crop production, bar, night club, banquet hall, wedding chapel, bingo parlor, bowling alley, billiards, indoor theatre, skating rink, gun range (indoor), recreation-inside/outside, public park, playground or golf course, country club with golf course, yacht club or marina, catering service, cleaning laundry, copy center, restaurant, nursery, garden shop or plant sales; building and landscape materials and lumber sales, antique shop, second hand goods, pawn shop, rental store, new retail gun sales, boat accessory sales, rental, and service, specialty paraphernalia, general retail store, tattoo parlor, massage therapy, personal household service, package liquor stores, gasoline sales, car wash, motor vehicle sales and rental, commercial parking, veterinary clinic, commercial kennel, commercial stables, radio or TV studio, bail bond service, swimming pool accessory sales and service, heavy machinery and equipment sales/rental/service, commercial cleaners, custom and craft work, wholesale supply business, cold storage plant, distribution center, food processing, wrecker service, salvage or reclamation of products (indoor), church, college, university or seminar, business school, government facility, museum or art gallery, philanthropic institution, private club, lodge or fraternal organization, medical or scientific research lab, mortuary or funeral chapel, cemetery, emergency shelter, women's shelter, electric utility substation, railroad yard, shop, or roundhouse, transit passenger terminal, transit passenger shelter, utility lines, towers, or metering stations, utility installation, accessory caretakers quarters, accessory garage-private, and customarily incidental. **Specific Use Permit (SUP)** - Full service hotel, motel, residences hotel/motel, gun club or outdoor target range, horse or auto racing, large scale retail, asphalt or concrete batch plant, livestock sales/shipping facilities, high impact use, salvage or reclamation of products (outdoor), day care, public or private school, halfway house, prison, airport, heliport or landing field, and electric generating plant and gas drilling. **Conditions (C)** - Trailer camp or park, teen club, sexually oriented business, open air vending, large scale retail, alcohol sales, recycling collection center, mini-warehouses, outside storage, wireless telecommunications facilities, temporary carnival, circus or amusement ride, temporary construction

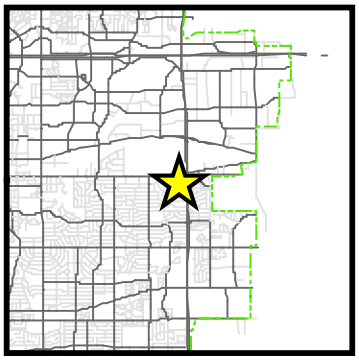
field office; temporary construction storage yard, accessory outside display and sales; nursery, and accessory outside storage.



LOCATION MAP
PD15-7

N
W E
S

PD FOR LIMITED IM USES, WITH A DEVELOPMENT PLAN
11.251 ACRES



PD15-7

South of East Abram Street and west of South Watson Road

View of the subject site. View south from East Abram Street.

View of adjacent general commercial property. View east.

View of the apartments. View south.

View of notification sign. View south along South State Highway 360 frontage road.

Staff Report

Special Event Zone in Support of the College Football Playoff Semi-Final at the Goodyear Cotton Bowl Classic	
City Council Meeting Date: 11/10/15	Documents Being Considered: Ordinance

RECOMMENDATION

Approve final reading of an ordinance supporting the College Football Playoff Semi-Final at the Goodyear Cotton Bowl Classic and establishing a temporary Special Event Zone in the vicinity of AT&T Stadium.

PRIOR BOARD OR COUNCIL ACTION

On October 27, 2015, Council approved first reading of the ordinance by a vote of 9 to 0.

ANALYSIS

At the request of the Cotton Bowl Athletic Association, establish a Special Events Zone within an area defined by approximately a one mile radius surrounding AT&T Stadium.

The attached ordinance establishes the temporary Special Events Zone and stipulates that certain activities will be restricted or prohibited for a temporary time period. This ordinance is specific to the College Football Playoff Semi-Final at the Goodyear Cotton Bowl Classic. The attached map shows the boundary of the protected area.

FINANCIAL IMPACT

None

ADDITIONAL INFORMATION

Attached:	Ordinance with Boundary Map (Protected Area)
Under separate cover:	None
Available in the City Secretary's Office:	None

STAFF CONTACT(S)

Theron L. Bowman
Deputy City Manager
(817) 459-6105
Theron.bowman@arlingtontx.gov

Ordinance No. _____

An ordinance prohibiting certain activities within a special event zone in connection with the College Football Playoff Semi-Final at the Goodyear Cotton Bowl Classic and its Related Activities in the City of Arlington; providing for a fine of up to $500 for each violation of the ordinance; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions, publication and an effective date

WHEREAS, the Cotton Bowl Athletic Association ("CBAA") owns, produces and controls the 2015 College Football Playoff Semi-Final at the Goodyear Cotton Bowl Classic ("Cotton Bowl Classic"); and also owns, produces and controls certain other events associated with the Cotton Bowl Classic ("Official Events"); and

WHEREAS, the Cotton Bowl Classic will be held at AT&T Stadium Major Sports Complex in Arlington, Texas on December 31, 2015; and

WHEREAS, the City of Arlington along with the entire North Texas Region is desirous of hosting the Cotton Bowl Classic and its related Official Events; and

WHEREAS, the City of Arlington has within its jurisdiction the AT&T Stadium Major Sports Complex in Arlington and other facilities and their premises, access roads, thoroughfares and other areas which may be used for the purposes of organizing, financing, promoting, accommodating, staging and conducting the Cotton Bowl Classic and its related Official Events; and

WHEREAS, the Cotton Bowl Athletic Association has requested the City of Arlington temporarily regulate temporary structures, outdoor sale/distribution of merchandise and temporary outdoor advertising displays visible from public streets in the vicinity of the Cotton Bowl Classic and its related Official Events; and

WHEREAS, in amending Tex. Rev. Civ. Stat. article 5190.14 during the 80th Legislature, Regular Session, the Texas Legislature determined that the conduct in this state of one or more major sporting or athletic events, including a game in the National Collegiate Athletic Association College Football Playoff, will provide invaluable public visibility throughout the nation or world for Texas and the communities where the major sporting or athletic events are held; will encourage and provide major economic benefits to the communities where the major sporting or athletic events are held and to the entire state; and will provide opportunities for the creation of jobs by local and Texas businesses that pay a living wage; and

WHEREAS, the North Texas Region hosting the Cotton Bowl Classic and its related Official Events will generate goodwill, enhance the worldwide renown

and prestige of the City of Arlington, create temporary jobs and create substantial beneficial economic and fiscal activity; and

WHEREAS, the City Council desires to promote and protect the festive image in and around the AT&T Stadium Major Sports Complex during a temporary period before and after the Cotton Bowl Classic in the City of Arlington; and

WHEREAS, the City Council desires to promote and protect the public investment in the AT&T Stadium Major Sports Complex, and to exercise responsible public stewardship in furtherance of the unique economic opportunities for the city, region and state as site of the Cotton Bowl Classic; and

WHEREAS, the Cotton Bowl Athletic Association has related to the City of Arlington experiences in other cities where failure to regulate temporary structures, outdoor sale/distribution of merchandise and temporary outdoor advertising displays visible from public streets in the vicinity of the Cotton Bowl Classic and Official Events resulted in pedestrian and vehicular traffic issues that caused traffic and pedestrian safety problems, obscured lines of sight and affected public safety operations; and

WHEREAS, City officials who have familiarity with traffic and public safety issues have similar concerns that venues in which the Cotton Bowl Classic and its related Official Events are conducted could become over-congested by attracting congregations of temporary structures, outdoor sales/distribution of merchandise and temporary signage visible from public streets in the vicinity of the Cotton Bowl Classic venue; and

WHEREAS, such congestion would unnecessarily increase the numbers of vehicles and pedestrians in the vicinity of the AT&T Stadium Major Sports Complex, obstruct lines of sight, hinder security operations and interfere with emergency vehicle access; and

WHEREAS, the City Council desires to promote and protect good order and aesthetic quality and to protect the safety and convenience of drivers and pedestrians in and around the AT&T Stadium Major Sports Complex relating to the Cotton Bowl Classic and its related Official Events; NOW, THEREFORE,

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

I.

That the findings contained in the preamble of this Ordinance are determined to be true and correct and are hereby adopted as a part of this Ordinance.

II.

Within the area surrounding the AT&T Stadium Major Sports Complex more particularly shown on the map and description attached hereto as Exhibit "A" (the "Special Event Zone"), during the period beginning at 12:01 a.m. December 24, 2015 through and until 12:01 a.m. January 3, 2016:

1. In addition to all other activities constituting a "temporary outdoor event" under Section 13.01 of the "Construction" Chapter of the Code of the City of Arlington, as may be amended from time to time, any construction, placement, occupation or use of any temporary structure (including but not limited to temporary retail locations, tents, canopies, and air-supported, air-inflated and tensioned membrane structures) visible from any public street shall be deemed a "temporary outdoor event" for purposes of Article XIII of the "Construction" Chapter of the Code of the City of Arlington; and

2. Outdoor sale or distribution of merchandise (used in its broadest sense and shall include commercial property of every kind) to the public visible from any public street shall be prohibited, except merchandise sold or distributed in the ordinary course of business at a location for which a Certificate of Occupancy has been issued; and

3. Outdoor advertising displays (including but not limited to portable signs, flags, banners, video screens, cold air balloons, electronic message boards, nighttime projections of commercial messages, inflatables and building wraps) visible from any public street shall be prohibited, except as expressly authorized in the "Zoning" Chapter or the "Major Sports Complex" Chapter of the Code of the City of Arlington.

III.

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 Five Hundred and No/100 Dollars ($500.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

IV.

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, however, insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, the provisions in this ordinance control over such conflicting provisions, if any, in such other ordinance or ordinances.

V.

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.

VI.

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.

VII.

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.

VIII.

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.

IX.

This ordinance shall become effective upon second publication and expire at 12:01 a.m. January 3, 2016.

PRESENTED AND GIVEN FIRST READING on the _____ day of _____, 2015, 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 _____, 2015, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

_____

W. JEFF WILLAMS, Mayor

ATTEST:

_____

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY_____

Exhibit "A"

Special Event Zone

Description

Beginning at the intersection of the south right-of-way line of Abram Street with the west right-of-way line of Cooper Street; thence north along the west right-of-way line of Cooper Street to the north right-of-way line of Interstate Highway 30; thence east along the north right-of-way line of Interstate Highway 30 to the east right-of-way line of State Highway 360; thence south along east right-of-way line of State Highway 360 to the South right-of-way line of Six Flags Drive; thence south along east right-of-way line of Six Flags Drive to the North right-of-way line of State Highway 180; thence east along the North right-of-way line of State Highway 180 to the East right-of-way line of State Highway 360; thence south along east right-of-way line of State Highway 360 to the South right-of-way line of Abram Street; thence west along the south right-of-way line of Abram Street, to the west right-of-way line of Cooper Street and to the point of beginning.

Exclusion

The Special Event Zone excludes the AT&T Stadium Complex as described by metes and bounds in the (1) Cowboys Complex Lease Agreement dated September 1, 2005 approved by Resolution 05-072 on February 8, 2005; and (2) the First Amendment to Cowboys Complex Lease Agreement dated February 14, 2006 approved by Resolution 06-039 on February 14, 2006; and (3) the Second Amendment to Cowboys Complex Lease Agreement dated August 1, 2007 approved by Resolution 06-040 on February 14, 2006 and ratified by Resolution 07-654 on October 23, 2007, and (4) the Third Amendment to Cowboys Complex Lease Agreement dated November 26, 2007 approved by Resolution 07-654 on October 23, 2007; and (5) the Fourth Amendment to Cowboys Complex Lease Agreement dated November 18, 2008 approved by Resolution 08-432 on November 18, 2008.

The Special Event Zone also excludes all parking lots identified on the attached AT&T Stadium Parking map.

***See* the attached AT&T Stadium Parking map**

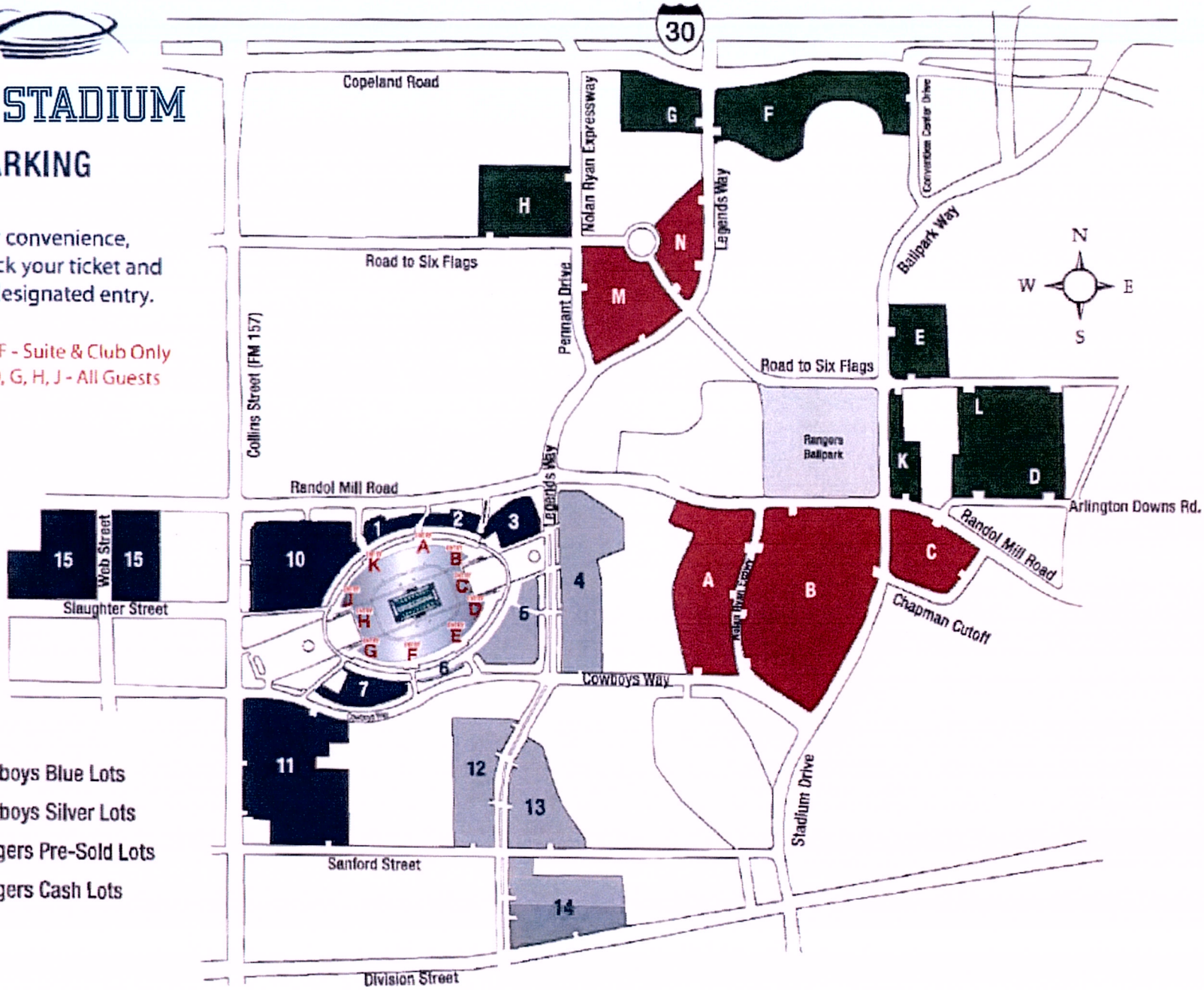
***See also* the attached Special Event Zone Map**

AT&T STADIUM

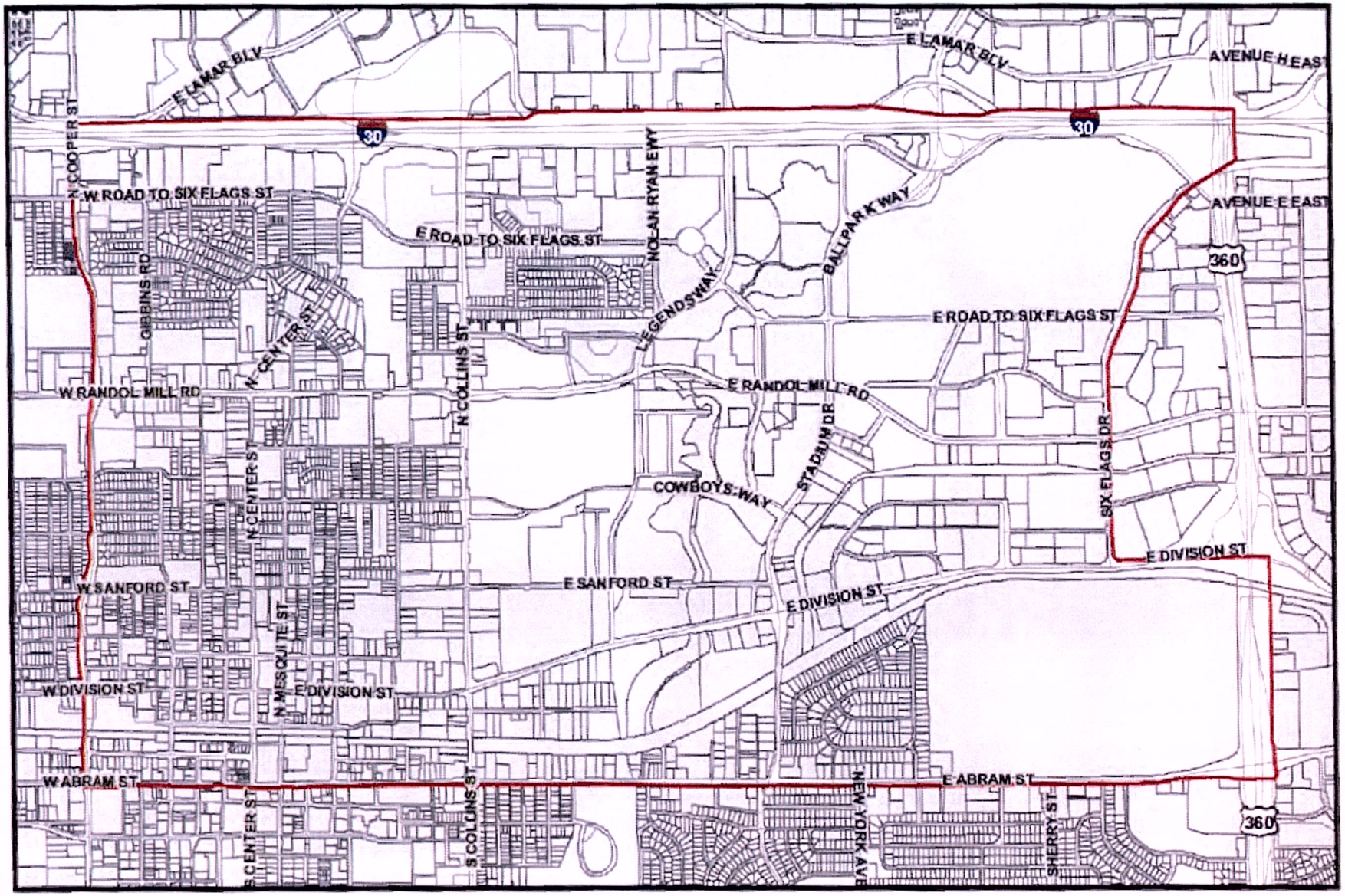
PARKING

For your convenience, please check your ticket and use your designated entry.

Entry A, K, E, F - Suite & Club Only
Entry B, C, D, G, H, J - All Guests



PROTECTED AREA



Legend

Boundary of Special Event Zone

Exhibit

Staff Report

Storage of Residential Reusable Recycling Container	
City Council Meeting Date: 11/10/15	Document Being Considered: Ordinance

RECOMMENDATION

Consider second reading of an ordinance amending Article I and Article II of the "Health and Sanitation" Chapter, relative to the storage of residential reusable recycling containers.

PRIOR BOARD OR COUNCIL ACTION

On August 25, 2015, the Municipal Policy Committee approved staff's recommendation that proposed amendments to the "Health and Sanitation" Chapter be presented for Council consideration.

On October 27, 2015, the City Council passed first reading of the ordinance

ANALYSIS

Pursuant to the FY 2015 Policy Agenda, staff is introducing proposals to the Municipal Policy Committee and Council, relative to improvement strategies specific to single-family residential and commercial property maintenance.

Current ordinance stipulates that a residential reusable recycling container must be removed from the curb prior to 7:00 a.m., the morning following the day of scheduled collection. However, residents have voiced concerns that the containers, once removed from the curb, are being stored in locations visible from the public street or right-of-way. Residents voiced concerns about quality of life and the impact to the neighborhood.

In order to address resident's concerns, the proposed amendments to the "Health and Sanitation" Chapter are as follows:

- Enforcement of proposed amendments will be administrative in nature and not enforceable via the issuance of a criminal or civil citation.
- Residents will be required to store the residential reusable recycling container, when not placed at the curb for collection during the permitted times for collection, so that it is not visible from a public street or right-of-way.
- Upon the occurrence of three (3) separate violations for failing to properly store the container, at least 10 days apart within a period of 6 months, and after sending a written warning by certified mail to the resident for each violation, Code Compliance may remove the residential reusable recycling container.
- Upon request by the resident and payment of a fee in the amount set by resolution of the City Council, the residential reusable recycling container will be returned to the resident's residential premises.
- A resident may appeal the removal of the residential reusable recycling container to the Code Compliance Administrator for an administrative review. The residential reusable recycling container will be returned to the resident, without payment of a fee, if the Administrator upon review finds that: 1) the resident was not responsible for one or more violations, 2) one or more violations did not occur, 3) the resident had no reasonable alternative to the storage location of the container, and 4) no person living at the residential premises was physically able, by reason of bodily

condition or disability, to comply with the requirements of the proposed amendments.

- The removal of the reusable recycling container shall not entitle the resident to a reduction or refund of any portion of the charges associated with the collection of recyclables.

FINANCIAL IMPACT

None

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Mike Bass
Code Compliance Administrator
817-459-5341
Mike.Bass@arlingtontx.gov

Ordinance No. _____

An ordinance amending the "Health and Sanitation" Chapter of the Code of the City of Arlington, Texas, 1987, through the amendment of Article I, Definitions, Section 1.01, Definitions, by the addition of the definitions of "Recycle", "Recyclable Materials, Recyclables or Recycling" and "Reusable Recycling Container"; and the amendment of Article II, Garbage and Trash, by the addition of Section 2.02.01, Residential Storage of Reusable Recycling Containers; providing this ordinance be cumulative; providing for severability, governmental immunity and publication; and becoming effective ten days after first publication

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

1.

That the "**Health and Sanitation**" Chapter of the Code of the City of Arlington, Texas, 1987, is hereby amended through the amendment of **Article I**, Definitions, **Section 1.01**, Definitions, by the addition of the definitions of "Recycle", "Recyclable Materials, Recyclables or Recycling" and "Reusable Recycling Container", so that hereafter said definitions shall read as follows:

Recycle - The process of collecting, sorting, cleansing, treating, and reconstituting trash for reuse or to gain reusable material for the manufacture of a new product.

Recyclable Materials, Recyclables or Recycling - Shall mean all trash susceptible of being recycled, including, without limitation: newsprint; cardboard; chipboard; paper; magazines; aluminum beverage containers; steel tin cans; clear, brown and green glass; plastics (excluding Styrofoam); and such other materials as may be designated by the Administrator.

Reusable Recycling Container – A container supplied to a customer by the City for residential use and which remains the property of the City of Arlington, the Collector, or as otherwise specified in the contract between the City and the Collector entered into under this Article. Such container is assigned to a specific address, and may be removed from the assigned address only by the Administrator or his/her designee.

Further, **Article II**, Garbage and Trash, is hereby amended through the **addition** of **Section 2.02.01**, Residential Storage of Reusable Recycling Containers, so that hereafter said Section shall read as follows:

Section 2.02.01 **Residential Storage of Reusable Recycling Containers**

A. When not placed at the curb for collection during the permitted times for scheduled collection under this Article, reusable recycling containers shall be stored so as not to be visible from the public street or right-of-way in front of the customer's residential premises. A violation of this section is not a criminal offense.

1. Upon the occurrence of three (3) separate violations of this section at least ten (10) days apart within a period of six months, and after sending a written warning by certified mail, return receipt requested, to the customer for each violation, the Administrator or his/her designee may, after the third such written warning, remove a reusable recycling container if the violation of this section is not corrected on or before the tenth (10th) day after the date that the customer receives the third written warning. The customer is deemed to have received any such warnings three (3) days after the date mailed.

2. Upon request by the customer and payment of a fee in an amount set by resolution of the City Council, the reusable recycling container will be returned to the customer's residential premises. Such request and payment shall constitute a waiver of an administrative review.

3. Removal of the reusable recycling container shall not entitle the customer to a reduction or refund of any portion of the charges associated with the collection of recyclables authorized by this Article or other ordinance or resolution.

B. A customer whose assigned reusable recycling container has been removed may appeal the removal.

1. An appeal may be perfected by making, on or before the expiration of ten (10) days after the removal, a written request to the Administrator for an administrative review. The Administrator or his/her designee shall complete the administrative review on or before the expiration of ten (10) days after receipt of the written request.

2. The Administrator may establish procedures consistent with this section for the administrative review as well as the conditions under which a reusable recycling container may be returned.

3. The reusable recycling container will be returned to the customer's residential premises without payment of a fee upon a finding by the Administrator or his/her designee that:

a. the customer was not responsible for one or more of the violations,

b. one or more of the violations did not occur,

c. the customer had no reasonable alternative to the storage location of the reusable recycling container that would comply with this section, or

d. no person living at the residential premises was physically able, by reason of bodily condition or disability, to comply with this section.

4. If the Administrator or his/her designee does not find that the customer meets the requirements under this section to have the reusable recycling container returned without payment of a fee, the reusable recycling container will be returned to the customer's residential premises upon request by the customer and payment of a fee in an amount set by resolution of the City Council.

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. 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 _____, 2015, 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 _____, 2015, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

_____
W. JEFF WILLIAMS, Mayor

ATTEST:

_____
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY _____

Staff Report

COPS Community Policing Development Microgrant Program	
City Council Meeting Date: 11-10-15	Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution authorizing the acceptance of a grant from the United States Department of Justice Office of Community Oriented Policing Services (COPS) for funding in the amount of $74,999 over two years through the COPS Community Policing Development Microgrant Program for the development of a Smartphone app for officers and the general public.

PRIOR BOARD OR COUNCIL ACTION

None.

ANALYSIS

The Arlington Police Department proposes a two-phased design project to create an officer app for internal use exclusively for law enforcement as well as a public app for a mobile platform to compliment the department's web page redesign. Funds from a COPS Microgrant Initiative for Law Enforcement would allow Arlington PD to fully develop these two apps for Smartphone use as a pilot project leading to eventual use by policing agencies nationwide. The apps would increase a department's capacity to keep officers informed on a multitude of critical topics while on patrol as well as reach citizens on the most relevant technology platform.

FINANCIAL IMPACT

This grant will provide $74,999 over two years to cover overtime costs for two officers from Arlington PD's Office of Communication to manage the project and create content as well as costs associated with contracting with a consultant specializing in application development. There is no match requirement for this grant.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Will Johnson	Steve Evans
Police Chief	Management Services Director
817-459-5702	817-459-5321
Will.Johnson@arlingtontx.gov	Steve.Evans@arlingtontx.gov

Resolution No. _____

A resolution authorizing the acceptance of a grant from the United States Department of Justice Office of Community Oriented Policing Services (COPS) for funding in the amount of $74,999 over two years through the COPS Community Policing Development Microgrant Program for the development of a smartphone app for officers and the general public and authorizing the execution of contracts and other documents relative to the submission and later acceptance of such grant

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

I.

That the City Manager or his designee is hereby authorized to accept a grant from the United States Department of Justice Office of Community Oriented Policing Services (COPS) for funding in the amount of $74,999 over two years through the COPS Community Policing Development Microgrant Program for the development of a smartphone app for officers and the general public. This grant will provide $74,999 over two years to cover overtime costs for two officers from the Arlington Police Department's Office of Communication to manage the project and create content as well as costs associated with contracting with a consultant specializing in application development. There is no match requirement for this grant.

II.

Further, the City Manager or his designee is hereby authorized to administer to all matters relating to such grant and to execute all necessary applications, assurances, certifications and other documents relative to the submission and later acceptance of such grant.

PRESENTED AND PASSED on this the _____ day of _____, 2015, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

_____
W. JEFF WILLIAMS, Mayor

ATTEST:

_____
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY _____

Staff Report

Family Violence Intervention and Prevention Grant	
City Council Meeting Date: 11/10/15	Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution to accept an annual grant award and amend the Family Violence and Prevention Grant administered by the Police Department at the request of the Office of the Governor, Criminal Justice Division.

PRIOR BOARD OR COUNCIL ACTION

Council passed this resolution on April 28, 2015, Resolution #15-083.

ANALYSIS

This grant funds one full-time Victim Services Counselor dedicated to addressing family violence in Arlington. The Office of the Governor has requested that the funding for this grant be transferred from the Violence Against Women Act fund (where the current grant is funded) to the Victims of Crime Act Fund. The purpose of this action is to extend the grant from a 12 month period to 13 months in order to align with the federal and local fiscal year. Historically, the grants have been on a September-August FY cycle. The Governor's Office is increasing the amount of the award to reflect this change. The grant was awarded on September 10, 2015.

FINANCIAL IMPACT

This grant #20362068, beginning September 1, 2015 and ending Sept 30, 2016, will provide an amount not to exceed $81,442 to fund one Victim Services Counselor for 13 months. This grant requires an indirect cash match of $22,713, which is funded through existing salary and benefits in account 811003-61002. No additional funds are required.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Will Johnson	Derrelynn Perryman
Police Chief	Victim Services Coordinator
817-459-5702	817-459-5711
Will.Johnson@arlingtontx.gov	Derrelynn.Perryman@arlingtontx.gov

Resolution No. _____

A resolution authorizing the acceptance of a grant award from the Criminal Justice Division of the Office of the Governor for funding assistance not to exceed $81,442 from the Victims of Crime Act fund for funding of one Victim Services Counselor and authorizing the execution of documents relative to the acceptance of such grant

WHEREAS, on June 10, 2014, by Resolution No. 14-139, the City Council authorized 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 until August 31, 2015; and

WHEREAS, the Office of the Governor has requested that the funding for this grant be transferred from the Violence Against Women Act fund to the Victims of Crime Act Fund; and

WHEREAS, the purpose of this action is to extend the grant from a 12 month period to 13 months in order to align with the federal and local fiscal year; and

WHEREAS, historically, the grants have been on a September-August fiscal year cycle; and

WHEREAS, the Governor's Office is increasing the amount of the award to reflect this change; NOW THEREFORE

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

I.

That the Deputy City Manager is hereby authorized to accept a grant award from the Criminal Justice Division of the Office of the Governor for funding assistance from the Victims of Crime Act fund in an amount not to exceed $81,442 to fund one Victim Services Counselor from September 1, 2015 to September 30, 2016. This grant #20362068 requires an indirect cash match of $22,713, which is funded through existing salary and benefits in account 811003-61002. No additional funds are required. The Deputy City Manager is given the power to accept, reject, alter, or terminate this grant.

II.

Further, the Deputy City Manager is hereby authorized to administer to all matters relating to such grant and to execute all necessary applications, assurances, certifications and other documents relative to the acceptance of such grant.

III.

In the event of loss or misuse of any Criminal Justice Division funds awarded to the City under this grant for one Victim Services Counselor, the City of Arlington assures that the awarded grant funds will be returned to the Criminal Justice Division in full. Sufficient funds are available in the Police Department's operating budget to cover a potential return of funds to the Criminal Justice Division.

PRESENTED AND PASSED on this the _____ day of _____, 2015, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

_____
W. JEFF WILLIAMS, Mayor

ATTEST:

_____
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY _____

Staff Report

TxDOT Comprehensive STEP Grant FY2016	
City Council Meeting Date: 11-10-15	Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution authorizing the application and acceptance, if awarded, of grant funds from the Texas Department (TxDOT) for additional traffic enforcement.

PRIOR BOARD OR COUNCIL ACTION

Council approved a similar grant on September 16, 2014 via Resolution No. 14-222.

ANALYSIS

In 2014, the city of Arlington reported 11,370 crashes. According to the Texas Department of Transportation's Crash Report system, nearly one out of every four of these crashes resulted in an injury. Fatality crashes claimed the lives of 29 victims. Drugs and/or alcohol were a contributing factor to 450 crashes, while officers made 1,306 arrests for driving while intoxicated.

FINANCIAL IMPACT

In fiscal year 2016, the Police Department is eligible to receive approximately $274,192 in TxDOT grant funding for speed, safety belt, and DWI enforcement. This grant will provide reimbursement for salary costs for approximately 4,380 hours of additional enforcement using existing personnel on an overtime basis, mileage for vehicles, supplies, traffic safety education materials, and grant administration. The City's local match for salaries, fringe benefits, travel, mileage, etc. will not exceed $68,548 and is available in accounts 270102-50000 through 270102-55008. The total grant amount ($274,192 in grant funds and a 20% cash match of $68,548) is $342,740.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Will Johnson	David McGinty
Police Chief	Deputy Chief, Operations Support
817-459-5702	817-459-5583
Will.Johnson@arlingtontx.gov	David.McGinty@arlingtontx.gov

Resolution No. _____

A resolution authorizing the submission of a grant application, and acceptance of the grant, if awarded, from the Texas Department of Transportation for approximately $274,192 in funding assistance to provide speed, safety belt and DWI enforcement and authorizing the execution of documents relative to the later acceptance of such grant

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

I.

That the City Council hereby authorizes the submission of a grant application, and acceptance of the grant, if awarded, from the Texas Department of Transportation for approximately $274,192 in funding assistance to provide speed, safety belt and DWI enforcement. The City's local match for salaries, fringe benefits, travel, mileage and other expenses will not exceed $68,548 and is available in accounts 270102-50000 through 270102-55008.

II.

Further, the City Manager or his designee is hereby authorized to administer all matters relating to such grant and to execute all necessary applications, assurances, certifications and other documents relative to the submission and later acceptance of such grant.

PRESENTED AND PASSED on this the _____ day of _____, 2015, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

_____
W. JEFF WILLIAMS, Mayor

ATTEST:

_____
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY_____

Staff Report

Arlington Independent School District Agreement (School Resource Officers)	
City Council Meeting Date: 11-10-15	Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution authorizing the City Manager or his designee to execute a retroactive agreement with the Arlington Independent School District for the Arlington Police Department to provide School Resource Officer services for the 2015-2016 school year.

PRIOR BOARD OR COUNCIL ACTION

A similar resolution was passed on September 16, 2014 via resolution #14-224.

ANALYSIS

The Arlington Independent School District (AISD) has requested School Resource Officer services be provided for the 2015-2016 school year. The term of the agreement begins August 24, 2015 and ends June 3, 2016. This agreement is reviewed annually.

The Arlington Police Department has provided school resource officers to local schools since the early 1990's. The purpose of the program is to provide police services in and around school facilities, partner with AISD security for general student welfare, and conduct crime prevention outreach to Arlington youth. For FY 16, the Police Department will provide thirteen (13) officers and half a sergeant whose salaries and benefits for the contract term are reimbursed by AISD. The Police Department routinely provides an additional five (5) officers and one and a half (1.5) sergeants at the expense of the city during the contract term. One (1) officer will be assigned to each of the six (6) high school campuses. Eight (8) officers will be assigned to the junior high campuses. Four (4) officers will be placed in roving positions to assist at various campuses on an as needed basis.

FINANCIAL IMPACT

The Arlington Independent School District will pay the Arlington Police Department an estimated $1,300,291 for School Resource Officer services to include salary/benefits, overtime, and costs associated with fuel, vehicles, and radios. Payments will be made monthly beginning October 2015 through July 2016. Payments represent 83.33% of the total costs for thirteen (13) officers and one-half (.5) sergeant positions, approximately equivalent to the 10-month school year.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Will Johnson	Os Flores
Police Chief	Deputy Chief, Community Support
817-459-5702	817-459-5713
Will.Johnson@arlingtontx.gov	Osbaldo.Flores@arlingtontx.gov

Resolution No. _____

A resolution authorizing the execution of a retroactive agreement with the Arlington Independent School District relative to the Arlington Police Department providing School Resource Officer services for the estimated amount of $1,300,291

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

I.

That the City Manager or his designee is hereby authorized to execute a retroactive agreement with the Arlington Independent School District, effective August 24, 2015 through June 3, 2016, relative to the Arlington Police Department providing School Resource Officer services. The Arlington Independent School District will pay the Arlington Police Department an estimated $1,300,291 for School Resource Officer services including salary/benefits, overtime, and costs associated with fuel, vehicles, and radios.

II.

A substantial copy of said agreement is attached hereto and incorporated herein for all intents and purposes.

PRESENTED AND PASSED on this the _____ day of _____, 2015, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

_____
W. JEFF WILLIAMS, Mayor

ATTEST:

_____
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY _____

2015-2016 SCHOOL RESOURCE OFFICER AGREEMENT BETWEEN THE ARLINGTON INDEPENDENT SCHOOL DISTRICT AND THE CITY OF ARLINGTON

This Agreement is made by and between the Arlington Independent School District, 1203 West Pioneer Parkway, Arlington, Texas ("the District"), and the City of Arlington, Texas, 101 West Abram Street, Arlington, Texas ("the City") for the purpose of establishing and maintaining the terms under which the City shall provide the District with services performed by School Resource Officers ("SROs") and the compensation which shall be paid to the City by the District for SRO services.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Agreement is made pursuant to Chapter 791 of the Texas Government Code; and
2. This Agreement is for a public purpose and is necessary in the conduct of public schools.

WITNESSETH

For and in consideration of the mutual undertakings herein set forth, the District and the City agree as follows:

CONTRACT TERM

1. The agreement begins on August 24, 2015 and ends on June 3, 2016, which covers the 2015-2016 school year. The annual contract may be renewed each school year as agreed upon by the parties.

OFFICERS PROVIDED

2. Arlington Police Department ("APD") will provide eighteen (18) police officers to the SRO Program for the contract term. One officer will be assigned to each of the six (6) main high school campuses. Eight (8) officers will be assigned to the ten (10) junior high campuses. The District and APD will agree upon junior high campus assignments and campus combinations before the school year begins. Four (4) officers will be placed in roving positions to assist the junior high, high school and elementary campuses on an as needed basis. School assignments may be altered during the course of the school year upon agreement of both parties.

COMPENSATION FOR OFFICERS

3. The District will pay APD **83.33% of the annual salary and primary benefits** of thirteen (13) police officers for the contract term. The police

officer annual salary and primary benefits are calculated based upon the pay and benefit rates of a five year officer for the 2016 City of Arlington FY Budget as approved by Arlington City Council. Total amount due to APD is **$1,057,876.02.**

Additionally, the District will pay a sum equivalent to ½ hour of overtime per officer per day for eighteen (18) officers for the 177 days of the 2015-2016 school year. The overtime allowance is to provide for an eight and one-half (8½) hour workday so that the SRO is on duty during "critical" hours of school operations. The **maximum estimated overtime cost** for officers **$112,179.06** for the contract term**.**

SERGEANTS PROVIDED

4. The APD will provide two (2) sergeants to the SRO Program for the contract term. The sergeants will be responsible for supervising all SROs and handling administrative matters in the SRO Program involving the City and the District.

COMPENSATION FOR SERGEANTS

5. The District will pay APD **83.33% of the annual salary and primary benefits** of one-half (.5) police sergeants for the contract term in the amount of **$47,611.01.** The sergeant annual salary and primary benefits are calculated based upon the pay and benefit rates of a third year Sergeant for the 2016 City of Arlington FY Budget as approved by Arlington City Council.

   Additionally, the District will pay a sum equivalent to ½ hour of overtime per Sergeant per day for the 177 days of the contract term. The **maximum estimated overtime cost** for sergeants is **$14,586.57** for the contract term**.**

MINIMUM STAFFING LEVELS

6. The minimum staffing level for the SRO program will consist of the number of officers being compensated by the District as outlined in paragraph number 3 above, according to the annual salary and primary benefits. APD will not be obligated to immediately fill a position when an assigned SRO is unavailable due to approved leave or training unless SRO staffing drops below the compensated level in paragraph number 3 above. An SRO will always be assigned to each of the six high school campuses on a daily basis. Vacant positions in the junior high schools will be filled by rovers.

FUEL AND VEHICLE RENTAL CHARGES

7. To compensate for police vehicles with emergency equipment used by SROs in their daily duties, the District agrees to fund the cost of 13.5 vehicles (13 regular officers and .5 sergeants) for 10 months. The total expense to the District for the contract term is **$63,538.56.** This amount is included in the monthly payment schedule.

RADIO SERVICE CHARGES

8. To help ensure SROs are issued radios daily for communication and officer safety purposes, the District agrees to fund the annual radio service charges of $400.00 per radio for the 10 months. This charge is for 13.5 officers (13 officers and .5 sergeants). The total District expense for radio charges is **$4,499.82** for the contract term and is included in the monthly payment schedule. Each radio will remain the property of the City of Arlington to be dedicated for use in the SRO Program during its period of operation.

PAYMENT SCHEDULE

9. Payments shall be made to the City of Arlington Police Department by the District on a monthly basis upon receipt of invoices, and shall be due on the tenth (10th) day following the month in which APD submits the invoice to the District. The figures below include radio service and police vehicle charges.

Month	Payment	Month	Payment	Month	Payment
Aug. 15	-0-	Dec. 15	$130,029.10	Apr. 16	$130,029.11
Sep. 15	-0-	Jan. 16	$130,029.10	May 16	$130,029.11
Oct. 15	$130,029.10	Feb. 16	$130,029.10	Jun. 16	$130,029.11
Nov. 15	$130,029.10	Mar. 16	$130,029.10	Jul. 16	$130,029.11

MISCELLANEOUS TERMS

10. Each officer will be permitted a 45 minute paid lunch period. Like patrol officers, the SRO will be subject to emergency calls during lunch.

11. SROs will use City vehicles and carry City radios that will allow contact from the District while on duty.

12. The District will provide, at no cost to the City, office space in the high school or junior high school to which the officer is assigned. The office space must provide the privacy necessary to conduct confidential

interviews and other police related business. The District will also provide a telephone in the office space that is of the type utilizing a “hard line” connection.

13. SROs may be contacted by the District to deal with law enforcement situations that exceed the District’s ability to handle administrative and/or emergency situations that require rapid police response and the special knowledge or expertise an SRO can offer. SROs will take permissible enforcement action when necessary. SROs will not enforce the District’s regulations or rules unless the violation of such rule or regulation constitutes a violation of a state law or city ordinance.

14. Nothing in this agreement shall limit or eliminate the need to utilize the 9-1-1 reporting system, or the use of APD district police officers to handle or supplement calls for service. Use of 9-1-1 is encouraged for priority calls even if an SRO is also called.

15. SROs shall not be responsible for handling minor, non-priority incidents typically handled by other APD district police officers. These incidents include, but are not limited to, collisions, parking lot details, traffic or fire lane violations, etc. However, if the SRO is free, he/she may handle them at his/her discretion.

16. Except in an extreme emergency, SROs should not be called away from APD classes by the APD or by the District to handle incidents, this being destructive to the teacher/SRO/student relationship. SROs may be contacted, and they may respond as soon as possible to assist district officers who have been called in their place.

17. SROs shall maintain a close liaison with the APD district officers around their assigned schools. They shall exchange information regarding suspects, incidents, and potential problems to ensure reasonably consistent enforcement from officer to officer to the extent permitted by law.

18. SROs may attend a monthly APD SRO meeting during contract hours to discuss incidents, potential problems, and issues surrounding the SRO Program.

19. SROs may be reasonably utilized in collateral duty that directly affects or enhances their SRO tasks and relationships. Examples of such collateral duty are Police Law Enforcement Explorer Post, and High School Citizen’s Police Academy. The SRO supervisors shall ensure that SROs' collateral duty time is reasonable and kept on task to maximize their availability during school hours.

20. SROs shall be scheduled to attend and participate in mandatory training set out by law or City policy. SROs should participate in reasonable

training programs that directly impact their ability and skills as SROs. These additional programs will be communicated in advance between the APD Youth Services Commander, or designee, responsible for the SRO program and the District Assistant Superintendent of Administration.

21. The APD reserves the right to assign SROs to a police function in the event of an emergency or situation that dictates a call-up of personnel as directed in police General Orders. The District reserves the right to adjust the monthly invoice for days missed under this provision in the event that total SRO staffing drops below the number of officers compensated by the District as defined in paragraph 3 above.

22. The APD and the District both reserve the right to limit funding and/or limit or cancel this agreement and shall provide 30 days written notice of such intent to the other party. In the event the agreement is terminated, the District will compensate the City for all SRO services incurred through the termination date.

23. SROs may work off-duty jobs at school-approved functions, subject to APD guidelines and the wishes of the officer. SROs may be given first right of refusal for off-duty events involving their assigned school. Officers performing off-duty jobs for the District shall be paid by the District as independent contractors.

24. SROs are employees of the City and the APD and shall be at the control and supervision of their APD supervisors, except as provided in paragraph 23. Complaints or problems with SROs, including their off-duty contract work with the District, shall be directed through their SRO supervisor.

25. At any time, the District may request that APD reassign or remove an SRO based on information reported by the District to APD via the SRO Monthly Feedback form or other good cause. APD will consider the request and collaborate with the AISD for resolution. The City and the District acknowledge the importance of having the same officer present at the campus on a day-to-day basis in order to promote continuity and familiarity with the campus and students. The City and the District agree that any substitutions of personnel by the City will be discussed by Chief of Police and Superintendent or agency designees.

26. Nothing herein extends or confers legal entitlements to the officers of the APD or otherwise affects their relationship as employees of the City - the agreements between the District and the City being between the two entities and not a contract with employees of the City.

27. Each party shall hold the other party harmless, to the extent allowed by Texas law, from any and all claims or damages that arise from or are related to the acts or omissions of its respective officers, employees, and agents as they arise from or are related to this Agreement.

28. In the event that the parties to this Agreement dispute the terms, application of the terms of this Agreement, or performance hereunder, the parties hereto agree, as a condition precedent to filing or pursing any legal remedy (including suit in any court or arbitration), to participate in good faith in a full day of non-binding mediation, assisted by a trained neutral mediator.

29. The APD will provide a monthly activity report of activities for all of the District's school campuses, due to the District no later than the 10th working day of the following month; as well as a complete semester and end of the school year activity report with a due date no later than thirty (30) days following the semester and end of the school year. This report will include all attendance data for the reporting period of the contracted SROs and Sergeants.

30. The Youth Services Commander, or designee, shall provide prior notification to the District Assistant Superintendent of Administration (or designee) before authorizing an SRO's or SRO Sergeant's absence from his or her District assignment for more than two (2) consecutive workdays.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date of the last party's signature.

_____ _____

Authorized Signature
For Arlington Police Department
Will D. Johnson, Police Chief

Date of Acceptance

_____ _____

Authorized Signature
For City of Arlington
Dr. Theron L. Bowman, Deputy City Manager

Date of Acceptance

_____ _____

Authorized Signature
For Arlington Independent School District
Dr. Marcelo Cavazos, Superintendent

Date of Acceptance

_____

Authorized Signature
For Arlington Independent School District
Jamie Sullins, AISD School Board President

_____

Date of Acceptance

2015-2016 AISD SRO PROGRAM COST DETAILS

SALARY AND BENEFITS PER SRO OFFICER

Salary	$ 70,939	
Education	1,320	
Longevity/Stability	1,509	
Worker's Compensation	1,227	
Retirement	10,797	
Disability Insurance	350	
Insurance	8,236	
Medicare	1,147	
Thrift	2,129	
Total	**$97,654**	
	X 13	officers
	$1,269,502	
	X .8333	10 months
	$1,057,876.02	

Total 2015-2016 school year: $ 1,057,876.02

SALARY AND BENEFITS PER SRO SERGEANT

Salary	$84,227	
Education	1,320	
Longevity/Stability	1,964	
Worker's Compensation	1,457	
Retirement	12,820	
Disability Insurance	415	
Insurance	8,236	
Medicare	1,339	
Thrift	2,493	
Total	**$114,271**	
	X.5	sergeants
	$ 57,135.50	
	X.8333	10 months
	$47,611.01	

Total 2015-2016 school year: $ 47,611.01

OVERTIME

18 Regular Officers:		
Overtime rate per hour	$70.42	
Hours per day	**X** 9	½ hour per day for 18 officers
Overtime per day	$633.78	
School days	**X** 177	
Maximum estimated overtime	**$112,179.06**	

2 Sergeants:		
Overtime rate per hour	$82.41	
Hours per day	**X** 1.0	½ hour per day for 2 sergeants
Overtime per day	$ 82.41	
School days	**X** 177	
Maximum estimated overtime	**$14,586.57**	

Total Maximum Estimated Overtime: $126,765.63

FUEL AND VEHICLE RENTAL EXPENSES

The SRO program uses 20 vehicles, 13.5 of which are funded by the District (13 officers and .5 sergeants). The annual vehicle rental charge from City of Arlington fleet services for police vehicles is $6,124.45 ($5,103.70 per vehicle for a 10-month period). Since officers assigned to the SRO program do not drive the vehicles on the midnight shift, the District pays only 66%, of the rental fee.

Annual fleet use charges	$3,368.44	(66% of 10-month rental)
	X 13.5	vehicles
	$45,473.94	**Total**

Fuel charges are based on an officer driving an estimated 36 miles per day for the 177-day school year in a Dodge Charger. City Fleet officials estimate gas mileage for this car to be 10 mpg and are currently basing fuel prices at $2.10 per gallon.

Annual fuel charges	$1,338.12	
	X 13.5	vehicles
	$18,064.62	**Total**

Total Annual Fleet Use/Fuel Charges: $63,538.56

RADIO EXPENSES

The annual service fee per hand-held radio currently averages $400. The SRO program currently has 20 radios in use. Total District radio charge is $4,500.

Annual service fee	$400	
	X 13.5	funded officers/sergeants
TOTAL	$5,400	
	X.8333	10 months
	$4,499.82	**Total**

Total Annual Radio Service Fee: $4,499.82

TOTAL 2015-2016 AISD SRO PROGRAM PACKAGE:

Salary/Benefits (Officers)	**$1,057,876.02**
Salary/Benefits (Sergeants)	**$ 47,611.01**
Maximum Estimated Overtime - Officers	**$ 112,179.06**
Maximum Estimated Overtime - Sergeants	**$ 14,586.57**
Fuel and Vehicles	**$ 63,538.56**
SRO Police Radios	**$ 4,499.82**
	$1,300,291.04

Staff Report

Arlington Independent School District Agreement (Hometown Recruiting Officer)	
City Council Meeting Date: 11-10-15	Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution authorizing the City Manager or his designee to execute a retroactive one-year agreement and addendum with the Arlington Independent School District for the Arlington Police Department to provide a Hometown Recruiting Officer.

PRIOR BOARD OR COUNCIL ACTION

None

ANALYSIS

The Arlington Independent School District (AISD) has requested a Hometown Recruiting Officer be provided for the 2015-2016 school year. Subsequent agreements will be reviewed annually.

The Arlington Police Department, AISD, and the University of Texas at Arlington are working collaboratively towards sustaining a cornerstone program to increase local recruitment for the Arlington Police Academy upon a student's college graduation. The purpose of the program is to provide a high school Police Academy curriculum with the intent to provide a greater understanding of a career in law enforcement while providing dual credit for both high school and post-secondary education. For the 2015-16 school year, the Police Department will provide one (1) police officer to instruct and mentor students enrolled in the program.

FINANCIAL IMPACT

The Arlington Independent School District will pay the Arlington Police Department an estimated $71,667.28 for a Hometown Recruiting Officer to include salary/benefits and costs associated with radio communications. Payments will be made monthly beginning November 2015 through July 2016. Payments represent a partial year's salary/benefits compensation package for one (1) officer position.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Will Johnson	Os Flores
Police Chief	Deputy Chief, Community Support
817-459-5702	817-459-5713
Will.Johnson@arlingtontx.gov	Osbaldo.Flores@arlingtontx.gov

Resolution No. _____

A resolution authorizing the execution of a retroactive agreement and addendum with the Arlington Independent School District relative to the Arlington Police Department providing a Hometown Recruiting Officer for the estimated amount of $71,667.28

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

I.

That the City Manager or his designee is hereby authorized to execute a retroactive agreement and addendum with the Arlington Independent School District, effective August 1, 2015 through July 31, 2016, relative to the Arlington Police Department providing a Hometown Recruiting Officer. Under the agreement as modified by the addendum, the Arlington Independent School District will pay the Arlington Police Department an estimated $71,667.28 for a Hometown Recruiting Officer including salary/benefits and costs associated with radio communications.

II.

A substantial copy of said agreement is attached hereto and incorporated herein for all intents and purposes.

PRESENTED AND PASSED on this the _____ day of _____, 2015, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

_____
W. JEFF WILLIAMS, Mayor

ATTEST:

_____
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY _____

2015-16 HIGH SCHOOL POLICE ACADEMY INTERLOCAL AGREEMENT BETWEEN

THE ARLINGTON INDEPENDENT SCHOOL DISTRICT AND

THE ARLINGTON POLICE DEPARTMENT

THIS INTERLOCAL AGREEMENT (hereinafter referred to as “Agreement") is made and entered into by and between the Arlington Independent School District (hereinafter referred to as "AISD") and the City of Arlington through the Arlington Police Department (hereinafter referred to as (APD), for the purposes of establishing and maintaining the terms under which the APD shall provide AISD with services performed by the AISD Police Academy Officer (hereinafter referred to as “HRO”) and the compensation which shall be paid to APD by AISD for services.

This Agreement shall be in effect for a period of one (1) year beginning on August 1, 2015 and ending on July 31, 2016. The parties may agree to renew this interlocal agreement for subsequent one year terms.

PURPOSE

The purpose of this agreement is to provide students the opportunity to participate in high school Police Academy curriculum that leads to a greater understanding of the field, and two-three elective credits with AISD while in grade 12 of high school.

The program’s first class coincides with the start of AISD’s fall 2015 classes: August 24, 2015. Course credit will be awarded through the AISD for high school academic and diploma requirements.

ELIGIBLE COURSES

The AISD and Arlington Police Department shall establish and conduct courses which are incorporated into this Agreement by reference as Attachment A.

LOCATION OF CLASS

(1) The course under the Agreement will be delivered to high school students in AISD at Martin High School, 4501 W. Pleasant Ridge, Arlington, Texas 76016; and
(2) Identified portions of the police academy will be delivered to students at the Arlington Police Department Training Facility, 6000 W. Pioneer Pkwy., Arlington, Texas, 76013.

PROGRAM DETAILS

(1) Arlington Police Department and the AISD will adhere to all Rules and Guidelines stipulated in the Texas Administrative Code (TAC) and as delineated by the Texas Education Agency (TEA): Texas Administrative Code Chapter 130; Title 19, Part II.

(2) If the TEA adopts new guidelines during the term of this Agreement, the new guidelines shall prevail at the beginning of the next school year or later as declared by TEA.

(3) Students meeting program requirements and seeking enrollment for coursework enumerated in

Attachment A, must submit the following:
a) high school transcript; and
b) complete program application.

(4) All courses referenced in this Agreement must be taught using the AISD'S course syllabi.

(5) Arlington Police Department and the AISD agree to a minimum of 15 students per class, with the possibility of expanding class size in subsequent years upon agreement between partners.

(6) Student misconduct at the Arlington Police Department location will be addressed in accordance with the AISD'S Student Code of Conduct. Arlington Police Department shall report disciplinary problems to the AISD. In addition, both Arlington Police Department and the AISD administration may refuse to admit students with disciplinary problems into the program. However, nothing in this agreement prohibits APD removing a student from the facility or taking any other action necessary to protect that student or any other student.

GOVERNANCE

(1) The AISD Police Academy will:

a. Be governed by APD and AISD and subject to state, and federal policies; and;

b. Operate within the operating hours of 7:30 a.m. and 3:30 p.m. Monday through Friday for two semesters (Fall 2015 and Spring 2016).

c. The officer will be permitted a 45 minute working lunch.

d. The officer will be considered an employee of APD and shall be at the control and supervision of an APD supervisor.

e. Except in extreme emergency, the officer should not be called away from his police academy class, this being destructive to the teacher/student relationship.

STUDENT ELIGIBILITY

A student is eligible to enroll in the AISD Police Academy program if he or she:

(a) Is at least 17 years of age;
(b) Is in the twelfth grade; and
(c) Demonstrates college readiness by achieving the minimum passing standards under the guidelines established by the Arlington ISD with attendance and behavioral background.

COURSE CURRICULUM, INSTRUCTION AND GRADING

Course content and scheduled contact hours will adhere to the AISD educational guidelines. The course curriculum is intended to match TEA TEKS and TCOLE standards. Grading will adhere to the AISD grading policy and procedures. In addition, all coursework will be taught and grades assessed according to

AISD instructional and grading policies. Courses will be conducted during the normal calendar year and during the normal school hours.

Arlington Police Department shall provide a commissioned Arlington police officer (HRO) as an instructor to teach the agreed upon course.

JOINT PLANNING

Arlington ISD and APD will evaluate the contract prior to the start of the fall semester to determine if the inter local agreement will be renewed.

The Arlington Police Department and AISD will convene on a yearly basis to discuss textbook selection. Arlington Police Department will offer a recommendation on the textbook selection for courses delineated in Attachment A. Textbooks, if applicable, will be provided at the expense of AISD.

DUTIES OF THE ARLINGTON POLICE DEPARTMENT

Arlington Police Department shall adhere to the following duties:

(1) Introduction to and recruitment of the AISD Police Academy;

(2) Instructional Strategies:

- (a) Develop and implement lesson plans that fulfill the requirements of district's curriculum program and show written evidence of preparation as required.
- (b) Prepare lessons that reflect accommodations for differences in student learning styles.
- (c) Present subject matter according to guidelines established by Texas Education Agency, board policies and administrative regulations.
- (d) Plan and use appropriate instructional and learning strategies, activities, materials, and equipment that reflect understanding of the learning styles and needs of students assigned.
- (e) Conduct assessment of student learning styles and use results to plan instructional activities.
- (f) Work cooperatively with special education teachers to modify curricula as needed for special education students according to guidelines established in Individual Education Plans (IEP).
- (g) Work with other members of staff to determine instructional goals, objectives and methods according to district requirements.
- (h) Plan and supervise assignments of teacher aide(s) and volunteer(s).
- (i) Use technology to strengthen the teaching/learning process.
- (j) Provide guest speakers throughout the year to supplement instruction.

(3) Student Growth and Development:

- (a) Help students analyze and improve study methods and habits.
- (b) Conduct ongoing assessment of student achievement through formal and informal testing.
- (c) Assume responsibility for extracurricular activities as assigned. Sponsor outside activities approved by the campus principal and APD.
- (d) Be a positive role model for students, support mission of school district;

(4) Classroom Management and Organization:

- (a) Create classroom environment conducive to learning and appropriate for the physical, social and emotional development of students.

(b) Manage student behavior in accordance with the Student Code of Conduct and student handbook.
(c) Take all necessary and reasonable precautions to protect students, equipment, materials and facilities.
(d) Assist in selection of books, equipment and other instructional materials;

(5) Communication:

(a) Establish and maintain open communication by conducting conferences with parents, students, principals and teachers.
(b) Maintain a professional relationship with colleagues, students, parents and community members.
(c) Use effective communication skills to present information accurately and clearly.

(6) Professional Growth and Development:

(a) Participate in staff development activities to improve job-related skills;

(7) Other:

(a) Keep informed of and comply with state, district and school regulations and policies for classroom teachers.
(b) Keep informed of requirements of law enforcement licensure in Texas.
(c) Keep informed of TCOLE training requirements.
(d) Schedule practicum activities for students in the Police Academy.
(e) Compile, maintain and file all reports, records and other documents required.
(f) Attend and participate in faculty meetings and serve on staff committees as required.
(g) Personally invite and recognize police academy students at the APD annual department awards ceremony.
(h) Feature the police academy students in the community "On Call" publication.
(i) Provide ride-alongs once during each semester.
(j) The HRO will be expected to maintain a close liaison with AISD employees in the program in order to exchange information and to ensure efficient handling of his or her duties.
(k) Serve as a mentor to students in the program at AISD and UTA.
(l) Represent the department and AISD during community outreach program on Hometown Recruiting.
(m) Provide a mock agility course.
(n) Maintain communication with police academy graduates as they continue their education at the University of Texas at Arlington;

(8) Provide one Arlington Police Department officer under the following terms:
(a) The officer will perform but not be limited to the duties listed in the Hometown Recruiting Officer Job Description.

DUTIES OF THE AISD

Arlington ISD shall have the following duties:

(1) Consult with the HRO who teaches the course in the design and implementation to assure that course goals match the requirements of the Texas Education Agency (TEA) to ensure rigor;
(2) Provide meals to students who participate in the police academy field trips under the Agreement;
(3) Provide the necessary training gear needed to participate in the police academy;
(4) Provide the necessary and timely transportation of student to and from AISD Police Academy field trips;
(5) Assist the HRO with the grading and attendance processes;
(6) Provide medallion with neck ribbon for graduates of the AISD Police Academy meeting established criteria;
(7) Provide curricular resources necessary to participate in the police academy; and
(8) Manage all student case files in accordance with Arlington ISD policy.
(9) AISD will pay city an amount equal to $95,156.37 for the annual salary and benefits for the APD officer's position for the term of the Agreement. To help ensure the HRO is issued a radio daily for communication and officer safety purposes, the District agrees to fund the annual radio service charges of $400.00 per radio for the contract term. The total District expense for radio charges is $400 for 1 radio during the contract term and is included in the monthly payment schedule. Each radio will remain the property of the City of Arlington to be dedicated for use in the AISD Police Academy during its period of operation. The payments will be made in accordance with the below schedule effective August 1, 2015. The city will invoice AISD and the amount shall be due on the tenth (10th) day following the month in which city submits the invoice. AISD will receive bill credits, as applicable, for any amounts above the actual salary and benefit cost incurred by APD for the APD officer's position. The anticipated schedule of payments will be as follows:

August 2015	$7,963.03	February 2016	$7,963.03
September 2015	$7,963.03	March 2016	$7,963.03
October 2015	$7,963.03	April 2016	$7,963.03
November 2015	$7,963.03	May 2016	$7,963.03
December 2015	$7,963.03	June 2016	$7,963.03
January 2016	$7,963.03	July 2016	$7,963.04

AGREEMENT

This document sets forth the entire instructional agreement with respect to CTE courses and students. It supersedes any prior CTE course agreement and shall be effective until changed by either party.

RIGHT OF TERMINATION

AISD and APD herein recognize that the continuation of any contract after the close of any given fiscal year of the APD, which fiscal year ends on September 30th of each year, shall be subject to Arlington City Council approval. AISD and APD herein recognize that the continuation of any contract after the close of any given fiscal year of the AISD, which fiscal year ends on June 30th of each year, shall be subject to AISD School Board approval. Neither party represents that said budget item will actually be adopted as this determination is within the sole discretion of the governing body. In the event that funds are not approved, the party who is unable to obtain approval shall notify the other party in writing immediately and this

contract will be terminated effective the end of the terminating party's fiscal year.

In the event that a party believes that another party has materially breached this agreement, the non-breaching party shall give written notice of the alleged breach to the breaching party. The breaching party shall have thirty days to cure the alleged breach from the date it receives written notice from the non-breaching party. If the breach is not restored within thirty days, the non-breaching party may terminate this Agreement. However, if this Agreement is terminated during an academic term, students enrolled in classes under this Agreement will be allowed to finish their coursework without penalty. A breach of this Agreement includes, but is not limited to, a violation of the policies and rules of Arlington Police Department or AISD, the making of a misrepresentation or false statement by one of the parties, or the occurrence of a conflict of interest between the parties.

All notices and communications related to this agreement shall be addressed to the respective education and business administrators listed below:

Arlington Police Department
Os Flores
Deputy Chief
Community Support
620 W. Division St.
Arlington, TX 76010
817-459-5700
Osbaldo.Flores@Arlingtontx.gov

AISD
Rick Garcia
Executive Director
Arlington ISD
1203 W. Pioneer Pkwy
Arlington, TX 76013
682.867.7300
rgarcia1@aisd.net

Executed month, day, and year, the Arlington Independent School District, signed by its Superintendent, and Arlington Police Department, signed by its Police Chief, thereby bind themselves, their successors and assigns and representatives, for the faithful and full performance of the terms and provisions of this agreement.

ARLINGTON POLICE DEPARTMENT

By: _____
Will Johnson
Police Chief

ARLINGTON INDEPENDENT SCHOOL DISTRICT

By: _____
Marcelo Cavazos, Ph.D.
Superintendent

APPENDIX A

Arlington Police Academy Program
Course Matrix

AISD Course Number	AISD Course Title	AISD Course Credit	Texas Essential Knowledge & Skills (TEKS) Identifier	Implementation Date
TBD	Practicum in Law, Public Safety, Corrections, and Security	2-3 Credits	§130.301	Fall 2015

2015-16 HIGH SCHOOL INTERLOCAL AGREEMENT BETWEEN THE ARLINGTON INDEPENDENT SCHOOL DISTRICT AND THE CITY OR ARLINGTON THROUGH THE ARLINGTON POLICE DEPARTMENT

Addendum One

WHEREAS, AISD and APD recognize that unforeseen circumstances have made it impractical for services to be provided to the full extent expected under the contract. The parties hereby agree that the 2015-16 High School Police Academy Interlocal Agreement between the Arlington Independent School District and the Arlington Police Department "Duties of the AISD" clause "9" should be amended to read as follows:

(9) AISD will pay city an amount equal to $95,156.37 for the annual salary and benefits for the APD officer's position for the term of the Agreement. To help ensure the HRO is issued a radio daily for communication and officer safety purposes, the District agrees to fund the annual radio service charges of $400.00 per radio for the contract term. The total District expense for radio charges is $400 for 1 radio during the contract term and is included in the monthly payment schedule. Each radio will remain the property of the City of Arlington to be dedicated for use in the AISD Police Academy during its period of operation. The payments will be made in accordance with the below schedule effective August 1, 2015. The city will invoice AISD and the amount shall be due on the tenth (10th) day following the month in which city submits the invoice. AISD will receive a bill credit from APD in the amount of $7,963.03 for the months of August 2015, September 2015, and October 2015. AISD will receive bill credits, as applicable, for any amounts above the actual salary and benefit cost incurred by APD for the APD officer's position. The anticipated schedule of payments will be as follows:

August 2015	-0-	February 2016	$7,963.03
September 2015	-0-	March 2016	$7,963.03
October 2015	-0-	April 2016	$7,963.03
November 2015	$7,963.03	May 2016	$7,963.03
December 2015	$7,963.03	June 2016	$7,963.03
January 2016	$7,963.03	July 2016	$7,963.04

All other terms of the 2015-16 High School Police Academy Interlocal Agreement between the Arlington Independent School District and the Arlington Police Department remain intact and unchanged.

Executed month, day, and year, the Arlington Independent School District, signed by its Superintendent, and Arlington Police Department, signed by its Police Chief, thereby bind themselves, their successors and assigns and representatives, for the faithful and full performance of the terms and provisions of this agreement.

ARLINGTON POLICE DEPARTMENT

By: _____
Will Johnson
Police Chief

ARLINGTON INDEPENDENT SCHOOL DISTRICT

By: _____
Marcelo Cavazos, Ph.D.
Superintendent

Staff Report

Interlocal Cooperation Contract with the University of Texas at Arlington for the 2015 Large Diameter Sanitary Sewer Inspection and Evaluation, Project No. WUOP15016	
City Council Meeting Date: 11-10-15	Document Being Considered: Resolution

RECOMMENDATION

Authorize the execution of an Interlocal Cooperation Contract with the University of Texas at Arlington for the 2015 Large Diameter Sanitary Sewer Inspection and Evaluation in an amount not to exceed $882,000.

PRIOR BOARD OR COUNCIL ACTION

On August 25, 2015, City Council passed Resolution No. 15-181, declaring an emergency relative to the Westwood 66-inch sanitary sewer emergency repair and authorizing retroactive approval of a contract with S.J. Louis Construction of Texas Ltd., of Mansfield, Texas, in an amount not to exceed $125,631.74.

ANALYSIS

On May 29, 2015, a City of Arlington (COA) 66-inch sanitary sewer main collapsed adjacent to Village Creek, at Westwood Drive and Findlay Drive. The COA declared this an emergency and hired a contractor to repair the 66-inch sanitary sewer main. It was determined that the pipe had experienced hydrogen sulfide corrosion which reduced the concrete wall thickness to the point of losing its structural integrity and collapsing. Since the large diameter sanitary sewer mains are critical to the COA's sanitary sewer collection system, it has been determined that a condition assessment should be performed for the remainder of the large diameter sanitary sewer mains.

This Interlocal Cooperation Contract is an agreement between the COA and the University of Texas at Arlington (UTA) to perform the condition assessment of 254,000 linear feet of 24-inch and greater sanitary sewer mains for a not to exceed amount of $182,000. The condition assessment includes inspection, data collection and evaluation of the sanitary sewer mains. This also includes specialized laboratory testing that is unique to UTA's capabilities. The purchase of necessary specialized equipment to perform the condition assessment is included for a not to exceed amount of $700,000. UTA will keep title and maintain the equipment during the life of the project and will transfer title of the equipment to COA at project completion. The City will be able to use the equipment in its future operations. Inspection of the COA sanitary sewer mains will be performed jointly utilizing one COA staff and one UTA staff. Upon completion of the inspection and evaluation of the sanitary sewer mains, UTA will provide the COA with a final report that includes the field inspection data, laboratory data and the interpretation of the results which will identify pipes in critical condition and near failure.

FINANCIAL IMPACT

Funding Sources:

Sanitary Sewer Bond Fund	648502-17955204-61043	$882,000

FY 2016	FY 2017	FY 2018
$ 777,000	$ 60,000	$ 45,000

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Walter J. Pishkur	Brad Franklin, P.E.
Director of Water Utilities	Assistant Director of Water Utilities
817-459-6603	817-459-6632
Buzz.Pishkur@arlingtontx.gov	Brad.Franklin@arlingtontx.gov

INTERLOCAL COOPERATION CONTRACT

THE STATE OF TEXAS
COUNTY OF TARRANT

This Interlocal Cooperation Contract (this "Contract") is entered into by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with the *Interlocal Cooperation Act, Chapter 791, Texas Government Code.*

I. Contracting Parties:

The Receiving Party: City of Arlington (sometimes "City"), a local government of the State of Texas

Michael Mosier, P.E.
P.O. Box 90231 (MS 01-0200)
Arlington, TX 76004-3231
Email: Michael.Mosier@arlingtontx.gov
Phone: 817-459-6289

The Performing Party: The University of Texas at Arlington (sometimes "UTA" or "University"), a State University of Higher Education established under the laws of the State of Texas as an institution of the University of Texas System:

Contact Persons' Name, Address and Phone:

Programmatic Matters:

Ali Abolmaali, P.E., Ph.D
Professor and Department Chair
Dept. of Civil Engineering
UTA Box 19308
Arlington, TX 76019
Tel. 817-272-5055 Fax. 817-272-2630
Email: abolmaali@uta.edu

Agreement terms and all other matters:
Jeremy Forsberg
Assistant Vice President for Research
The University of Texas at Arlington
701 S. Nedderman Drive
Box 19145
Arlington, TX 76019-0145

II. Statement of Research Services to be Performed

Performing Party will perform such research services (sometimes "Services") as are necessary to meet the research goals described briefly below, and enumerated more fully in Exhibit A, from and after November 15, 2015.

The City staff desires to have a condition assessment performed on 254,000 linear feet of 24-inch diameter and greater sanitary sewer mains. Dr. Abolmaali will supervise field data collection, laboratory materials testing, and data analysis to meet this objective. Field data collection will consist of performing inspection as described in Exhibit "A". Laboratory materials testing and data analysis will include evaluations to determine extent of concrete pipe cracking and steel reinforcement loss, as well as interpretation of the results to outline areas of pipe in critical condition and/or near failure.

The primary deliverables for this project will be quarterly progress meetings detailing observations, and annual reports summarizing and interpreting results Equipment purchased to perform this research will be stored on UTA property and will be owned by UTA for the duration of the project. At the end of the project UTA will transfer equipment ownership to the City. City and UTA will perform the data collection jointly utilizing one City staff and one UTA staff. UTA will provide the City a copy of collected CCTV data. University will use reasonable efforts and own facilities and Equipment to perform Services and deliver deliverables. University does not guarantee specific results.

III. Contract Amount

The total amount of this Contract shall not exceed Eight Hundred Eighty Two Thousand Dollars ($882,000).

IV. Payment of Services

Billing invoices shall be sent to Receiving Party care of the email addresses in Section I. Receiving Party will remit payments to Performing Party for Services satisfactorily performed under this Contract in accordance with the *Texas Prompt Payment Act, Chapter 2251, Texas Government Code*.

Payments made under this Contract will (1) fairly compensate Performing Party for the Services performed under this Contract, and (2) be made from current revenues available to Receiving Party.

V. Basis for Payments and Schedule

Receiving Party agrees to pay the following fixed price: $17,000 on Agreement execution. The balance of $135,000 will be paid in 9 quarterly installments of $15,000 each with the first invoice due January 1, 2016, and a final payment of $30,000 upon delivery of UTA's final report which is scheduled to be delivered on or after September 1, 2018.

Receiving Party agrees to pay invoice amount shown on final vendor quote but not to exceed $700,000 for Equipment listed in this contract, upon receipt of UTA quote.

Within thirty (30) days of receipt of invoice for Services, Receiving Party shall make payments in the amount shown by UTA's invoice. The payments shall be submitted to: The University of Texas at Arlington, 219 West Main Street, Box 19136, Arlington, TX 76019-0136 (Attn: Grant and Contract Accounting).

VI. Warranties

Performing Party warrants that (1) it has authority to perform the Services under authority granted in Section 65.31, *Texas Education Code* and Chapter 791, *Texas Government Code;* (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Receiving Party warrants that (1) the Services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the Services under Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

VII. Term of the Agreement ("Term")

This Agreement is effective as of November 15, 2015 ("Effective Date") and shall terminate on October 31, 2018.

VIII. Termination

This Contract may be canceled or terminated at any time by the City or UTA with or without cause by providing the other thirty (30) days written notice of such termination. Upon receipt of such notice, all work and labor being performed shall immediately cease, pending final cancellation at the end of such thirty (30) day period. UTA shall be compensated in accordance with the terms of this Contract for all work accomplished prior to the receipt of notice of such termination, and for such other Services (if any) provided during the notice period reasonably necessary to terminate this Contract, and any noncancellable expenses for Services accrued prior to termination, including all reasonable expenses incurred or committed to be expended as of the effective termination date. UTA shall invoice the City for all such items within sixty (60) of the termination notice.

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

If intended for City, to:

Michael Mosier, P.E.
P.O. Box 90231 (MS 01-0200)
Arlington, TX 76004-3231
Email: Michael.Mosier@arlingtontx.gov
Phone: 817-459-6289

If intended for UTA, to:

Jeremy Forsberg
Assistant Vice President for Research
The University of Texas at Arlington
701 S. Nedderman Drive, Box 19145
Arlington, TX 76019-0145

IX. Ownership of Deliverables

Each Party recognizes that under University's academic policy, the results of any research project must be publishable. Accordingly, University and City agree that the individuals engaged in the Services or the Contract on behalf of their respective Party, shall be permitted to present at symposia, national and international, or regional professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, methods and results of the Services or the Contract, as per usual and customary academic custom. Under University policy, University investigators such as its designated faculty for a project own copyright in their scholarly works.

City and University agree that Services and Contract deliverables (other than University intellectual property and UTA faculty copyrights in scholarly works) delivered to City by University in connection with this Agreement are hereby assigned to City, to use in any manner City sees fit. UTA shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Services or the Contract. City grants to the University a perpetual, non-exclusive, worldwide, royalty-free, fully paid up license to use, copy, modify, and create derivative works of the statement of work for the Services or the Contract, the results of the Services or the Contract, and any reports, publications or other materials or work product (excluding scholarly works, which copyright is owned by the University principal investigators) created or developed-with funding from City, for the University's educational and research purposes and missions, and any other lawful purpose. University retains all its other rights as per usual and customary academic practice, including, subject to the rights of the City herein to use deliverables as City sees fit, University commercialization of University intellectual property (if any).

X. Ownership and Use of Equipment

To perform Services, University will purchase certain equipment listed and scheduled in Exhibit A, namely CCTV and Sonar System with HD-CCTV (Approximate value $675,000) and Acoustic Emission (AE) system: Sewer Line Rapid Assessment Tool (SL-RAT) (Approximate value $25,000) ("Equipment"), if and as amended, to be owned by University during the Term of the Agreement and any mutually agreed extension (sometimes "Term plus Extension"), with City having the right during the Term plus Extension, when Equipment is not in use, or needed for use, by University as part of performing Services, to possess and use the Equipment upon City request and mutual agreement, during the Term plus Extension, as a bailment subject to the terms and conditions in this Agreement. The University shall have City staff present when operating the Equipment, and obtain written authorization from the City prior to using the Equipment for any purpose outside the scope of this project or in any area outside the City of Arlington. The University shall coordinate Equipment insurance policy term with the City prior to Equipment purchase. The University shall then purchase said insurance policy while purchasing Equipment, and include the cost of insurance with the Equipment quote to be paid for by the City.

The terms and conditions of bailment in this Agreement shall remain in effect for as long as any item of Equipment is in City possession and/or use, during Term plus Extension.

City agrees (i) not to do anything that is inconsistent with University title and ownership in Equipment, and also agrees, while Equipment is in City possession or use, (ii) to take normal precautions to assure the Equipment is properly used and safeguarded, and (iii) to use Equipment for its intended use, including to follow the specifications and recommended procedures contained in the manufacturer's operator's manuals, guides and schedules (if any) provided with Equipment.

City agrees to bear all expenses incident to transportation of Equipment to and from point of City possession and use.

City agrees to tag, mark or otherwise note (such as in any City kept equipment log) Equipment with University name and indicia of University ownership, and agrees not to remove indicia of University ownership, while Equipment is under City use and possession by virtue of bailment under this Agreement.

City agrees that University may enter City premises during normal business hours for purposes of inspecting the Equipment during Term plus Extension.

University may at any time for any reason (including to perform Services) request City to return any or all items of Equipment upon giving oral or written notice to City. Promptly after receiving such a notice, City agrees to return the Equipment to University.

Subject to applicable law, City agrees to return Equipment in equally good condition and bear the risk of damage to or loss of Equipment, ordinary wear and tear excepted.

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, UNIVERSITY MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO

THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Parties further understand and agree, notwithstanding that City will not by possession or use of Equipment during Term plus Extension acquire any enforceable ownership rights to the Equipment, that, upon end of Term plus Extension, or upon earlier termination of this Agreement, University will promptly transfer title to Equipment paid for by City, to City. The Parties may mutually agree otherwise, in writing, upon end of Term, Term plus Extension, or upon termination of this Agreement. The University agrees to transfer title to Equipment with applicable manufacturer's warranties if any, all wear and tear excepted.

XI. OTHER PROVISIONS:

a. Insurance

UTA is an agency of the State of Texas and as such does not purchase certain insurance policies. Employees of UTA are provided worker's compensation insurance coverage under a self-insured, self-managed program as authorized by the Texas Labor Code, Chapter 503. UTA purchases automobile liability insurance for all UTA owned, hired, and non-owned vehicles with limits of $250,000 per person and $500,000 per accident for bodily injury and $100,000 for property damage. These damage limits are set by the Texas Tort Claims Act (the "Act"), Chapter 101 of the Texas Civil Practice and Remedies Code. UTA does not purchase general liability or employer's liability insurance for its general operations. However, the Act does provide a limited waiver of the State's sovereign immunity. The Act may provide a remedy for claimants who make tort claims that fall under its provisions. These claims fall into two general categories: (i) injuries arising out of use of publicly owned motor vehicles and motor-driven equipment and (ii) injuries arising out of conditions or use of property. UTA's liability is limited under the Act. Liability in cases of personal injuries or death is limited to a maximum amount of $250,000 per person and $500,000 for each single occurrence. The maximum amount of liability for injury to or destruction of property is $100,000 for each single occurrence.

b. Venue; Governing Law.

Tarrant County, Texas shall be the proper place of venue for suit on or in respect of this Contract. This Contract and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

c. Entire Agreement; Modifications.

This Contract supersedes all prior agreements, written or oral, between City and UTA and shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This Contract and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by UTA and City.

d. Loss of Funding.

Performance by a Contracting Party of its duties and obligations under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by that Contracting Party's governing board. If the Legislature fails to appropriate or allot the necessary funds to a Contracting Party, or a Contracting Party's governing board fails to allocate the necessary funds, then the Contracting Party that loses funding may terminate this Contract without further duty or obligation under this Contract.

e. Assignment.

This Contract is not transferable or assignable except upon written approval by UTA and City.

f. Severability.

If any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

Executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Parties:

Receiving Party City of Arlington	Performing Party The University of Texas at Arlington
By: _____	By: _____
Name: Walter J. Pishkur	Name: Duane Dimos, Ph.D.
Title: Director of Water Utilities	Title: Vice President for Research
Date: _____	Date: 10-29-15
ATTEST:	APPROVED AS TO FORM:
_____ Mary W. Supino, City Secretary	BY: _____ Terris Solis, City Attorney

ASSESSMENT OF PIPELINE SYSTEM IN THE CITY OF ARLINGTON (TX)

By

Professor Ali Abolmaali, Principal Investigator
Tseng Huang Endowed Professor of Structural Engineering and Applied Mechanics
Director, Center for Structural Engineering Research and Simulation
Department of Civil Engineering
The University of Texas at Arlington
Arlington, Texas 76019

Dr. Yeonho Park, Co- Principal Investigator
Department of Civil Engineering
The University of Texas at Arlington
Arlington, Texas 76019

Dr. Mohammad Razavi, Co- Principal Investigator
Department of Civil Engineering
The University of Texas at Arlington
Arlington, Texas 76019

Dr. Mohsen Shahandashti, Co- Principal Investigator
Department of Civil Engineering
The University of Texas at Arlington
Arlington, Texas 76019

Submitted to

CITY OF ARLINGTON, TEXAS

INTRODUCTION

Sewer systems account for approximately half of the underground infrastructure in the United States [1]. The buried pipeline system used for sewers and water supply networks is of primary importance to a reliable underground infrastructure and should be designed and installed to specific engineering requirements. These requirements vary markedly with (i) the rigidity or stiffness of the selected pipe material, (ii) the ability of the pipe to interact with the embedment materials, and (iii) the dimensions and shape of the embedment. Buried pipe systems rely on soil-structure interaction, whereby the soil surrounding the pipe not only induces load on the pipe, but also serves to assist the pipe in developing its full structural capability [2]. There are two general methods of evaluating the pipe-soil structure interaction; that is, evaluating the pipe as a rigid pipe, or evaluating it as a flexible pipe. Rigid and flexible pipes are distinguished by the deflection ratio or by the relative stiffness of the pipe versus the surrounding soil. Rigid pipe systems rely only on active soil pressure and resist the loads on the pipe by carrying moment and shear in the pipe wall. They show signs of structural distress before being vertically deflected to 2% of the inside diameter [2-3]. In the storm sewer market in the United States, there are three predominant pipe materials: concrete, metal, and plastic. Flexible pipe systems, such as corrugated metal pipe (CMP), polyethylene pipe (PE), and high density polyethylene (HDPE) pipe carry load by deflecting out into the soil to pick up additional passive soil pressure, which then results in compressive forces in the pipe wall. Due to their different structural behavior characteristics, the design criteria and installation methods for rigid and flexible pipes are different [4]. However, the durability and potential life of flexible and concrete pipes used for culverts and storm drains are unknown to pipe manufacturers and design engineers. This study will be conducted to evaluate the installed pipeline system in the city of Arlington (TX), using proven principles of material science, polymer chemistry, materials testing, and experimental data analysis. Based on the Geographic Information System (GIS) of the city of Arlington, this project complements earlier research which focused more on the assessment of infield-installed pipelines (both gravity and pressure pipes). For a second phase of this project, the Center for Structural Engineering Research, led by Dr. Ali Abolmaali at University of Texas at Arlington (UTA), will be responsible for recommending a new pipeline system.

OBJECTIVES

The objectives of this research are:

•To investigate the asset and inventory (city of Arlington) of the current pipeline system.

•To evaluate the performance of the current pipeline system.

•To investigate an alternative pipeline system (if applicable).

•To propose manual of pipe condition assessment (Pipeline Assessment &Certification Program)

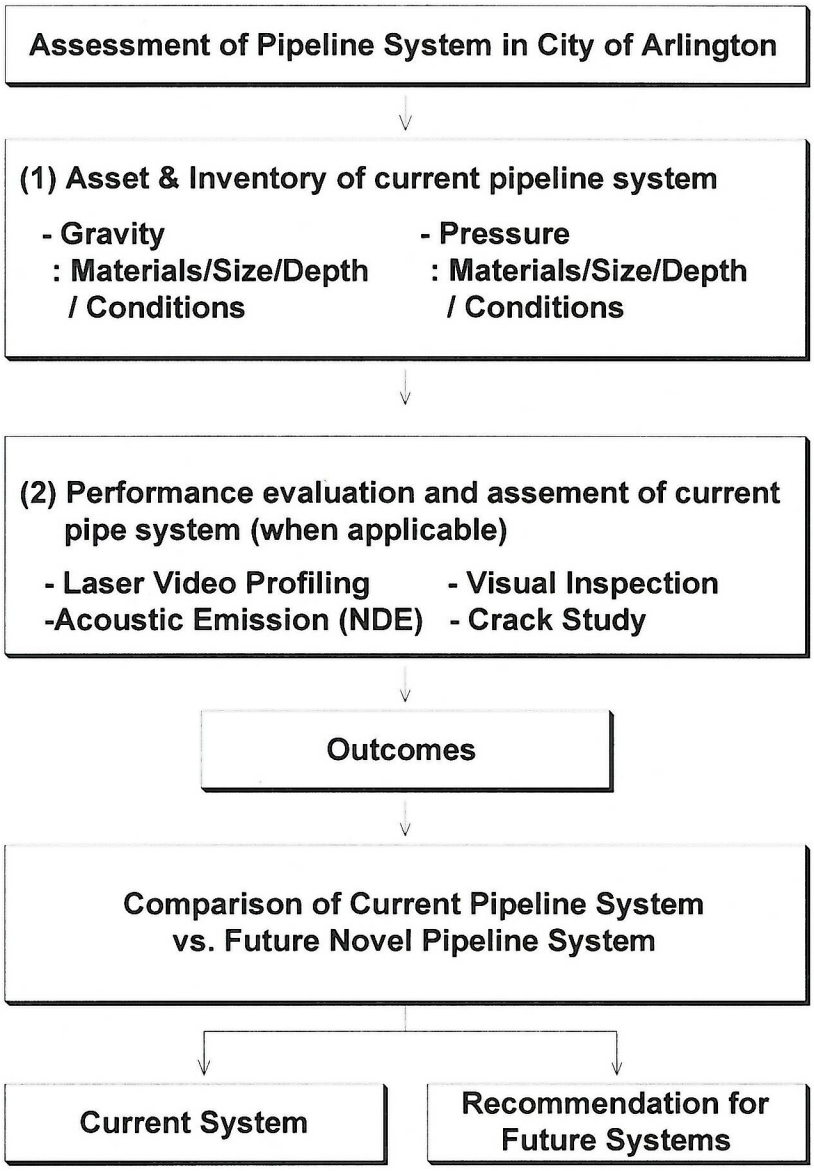


Fig.1: Flow chart of test protocol

Inspection needs

Concrete pipelines are vulnerable to attack by internal and external corrosion, cracking, and manufacturing flaws. If the pipeline carrying water springs a leak bursts, it can be a problem. In an attempt to keep pipelines operating safely, periodic inspections need to be performed to find flaws and damage before they become cause for concern and to determine the replacement if needed.

The purpose of this task is to collect data of actual condition of the pipeline regarding field defectives/failures of pipelines (over about 30 years after installation) and relate the properties of the pipelines to the current lifetime prediction protocol.

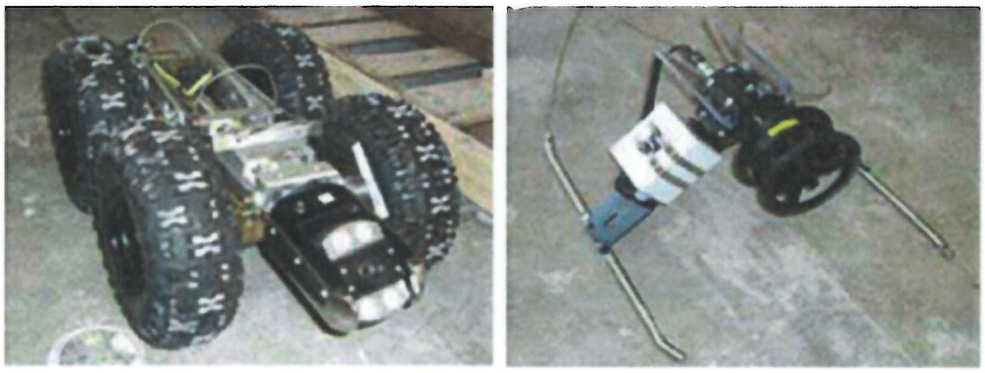
- Measured conditions (**Sewer Line**)
  - Pipe wall losses due to corrosion
  - Location of any defects in the reinforcing steel or interior of pipe (by CCTV and Sonar system) including underwater pipe defect and obstructions
  - Pipe deformation and collapse (failure)
  - Verification through excavation

The UTA team will perform the sample extraction at the field failure site, if needed, and collect laser video profiles of current pipelines (both dry lines and submerged lines). A test protocol has been identified based on the evaluation criteria of sewer pipeline. A flow chart diagram of the test protocol is shown in Fig. 1.

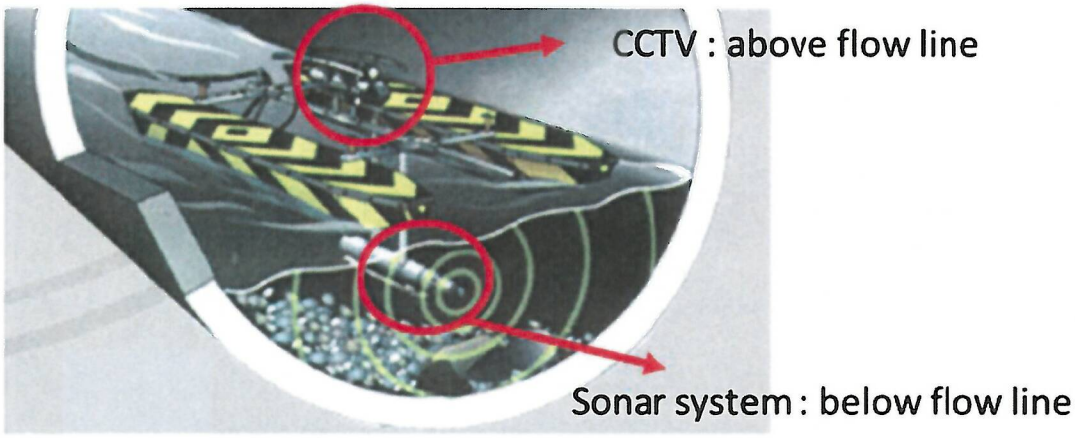
VISUAL INSPECTION DEVICE

The experimental program for the assessment of the current pipeline in Arlington (TX) will focus on visual inspection. To perform the evaluation of field failures of pipelines, a laser profiling robot (shown in Fig. 2.) will be used to characterize the inner circumference of the current pipelines. After a profiler projects a ring of light onto the inner surface, perpendicular to the longitudinal direction of the pipe, and calculates the percentage of deformation, the videos will be imported into an image processing computer program, and the vertical and horizontal

deflections will be calculated and failure modes detected. Fig. 3 shows an example of the deflection analysis, using the laser video robot. Deflection profiling by laser measurement will be also applied to all lengths of the pipes. The change of the deflection will be measured, based on the pre-construction evaluation.



(a) Dry area inspection : Robot crawling system



(b) Submerged area inspection : Floating system (CCTV + Sonar)

Fig. 2: Different instrumentations used in pipeline tests: a) CUES Inspector General Instrumentation Console in dry area, b) profiling along the pipe length in semi-submerged lines

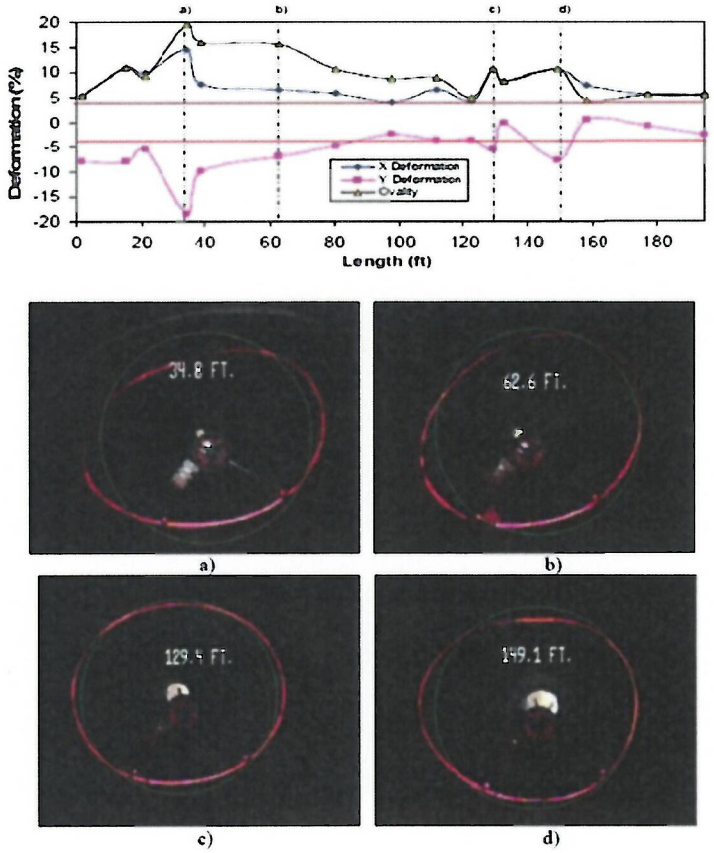


Fig. 3: Example of deflection profile along the pipe length, using the laser video robot

While CCTV is the standard acceptable method of visually inspecting pipelines above the waterline, it cannot provide visual information on internal pipe conditions below the waterline. In charged lines or siphons, the sonar profiler system provides the visual profile, profile comparison, and dimension data of significant items or defects. A sonar inspection of a fully or partially charged line provides a two-dimensional profile of the interior pipe wall similar to a medical MRI. Using the sonar software, a circle overlay is projected, sized, and moved anywhere within the image for checking erosion or remaining wall thickness. Accurate measurements can be made between any two points within the sonar image. Thus, offset, debris level, size of blockage, grease level, defects and so forth can be quantified. In partially charged lines (semi-submerged pipelines), the Sonar can be combined with CCTV to provide a simultaneous composite image of the pipe both above and below the waterline as the floating system. The non-submerged portion of the pipe is displayed on the video monitor as a standard video image.

NONDESTRUCTIVE TEST: ACOUSTIC EMISSION

Acoustic emissions (AE) can be defined as "the class of phenomena whereby transient elastic waves are generated by the rapid release of energy from localized sources within a material or the transient waves so generated." AE is recognized as a nondestructive monitoring technique which is based on the detection of a transient sound wave that is generated by a short and rapid release of energy. This rapid energy release manifests itself in the form of a characteristic that responds to an applied stress. The principles of AE and signal characteristics are illustrated in Fig 4. AE is generally made by a piezoelectric material, which converts physical signals to electrical signals. AE are able to determine the location of a flaw and the extent of the damage by analyzing the time of flight of the stress wave and amplitude of the signal [6].

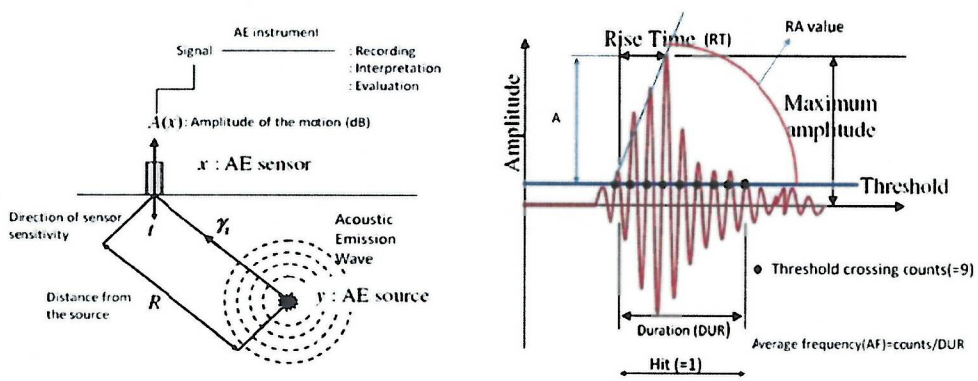


Fig 4: Basic of AE detection [7] (Ohno et al., 2010)

RA value vs. average frequency plot: In order to classify active cracks, AE parameters of the rise time and the maximum amplitude are applied to calculate the RA value, and the average frequency is obtained from the AE count and the duration time as following:

RA value = the rise time/the maximum amplitude (Eq.1)

The average frequency = AE ring down-count/the duration time (Eq.2)

From these two parameters, cracks are readily classified into tensile and shear cracks. This crack classification method is based on the JCMS-III B5706 code [8], of which results were confirmed under the four-point bending tests and the direct shear tests of concrete specimens.

CRACK STUDY

After visual inspection using the profiling robot system, concrete core samples (with cracks) will be collected. The selected pipes will have been installed for more than 35 years. As part of the field investigation, a visual survey of cracks will be performed to obtain general crack measurements to determine spalling along the cracks and whether there are signs of soil infiltration through the cracks, and to note signs of autogenous healing (AH). A minimum of two concrete core samples will be obtained from each crack site. Steps will be taken to maintain the existing in-field crack condition in the removed core samples. The use of a ULV epoxy, or other such means, will be required to maintain the crack width during coring. The repair procedure agreed to by the municipality responsible for the drainage pipe (City of Arlington) will be performed after sampling to fill the core void. In addition, overall conditions of the pipelines before/after sampling will be documented using photographs and visual inspections.

A laboratory analysis will be performed on the core samples obtained from the selected four sites. These samples will be evaluated to determine the relationship between the surface crack width and the width of the crack at the depth reaching the internal steel reinforcement. As part of the laboratory analysis, the depth of concrete carbonation and concrete carbonation adjacent to the crack surface will be reviewed. Concrete carbonation reduces the high initial pH of the concrete, thereby locally affecting the passivating layer that protects the reinforcement from corrosion. Moreover, after drawing cracking and concrete corrosion maps of the pipes, corrosion measurements will be performed, using a microscope (with AUTOCAD) to determine the loss, if any, of the cross sectional area from the extracted steel reinforcement. Proportional relationships between the surface crack width (ω_{cr}) and the level of reinforcing corrosion are expected, as plotted in Fig.5. The cross-section area loss of steel reinforcement will be measured and plotted against the crack width.

Sampling Protocol

To prevent possible contamination of the samples and allow accurate chemical and physical analysis of them, appropriate sampling protocols should be identified.

- Option A: Sampling from a pipeline which is being used currently on a site.

- Option B*: Sampling from a pipeline that is being intersected by a new collector sewer pipe that will be cut or removed from the line.

Required Supplies

- Zip lock bags, polyethylene, 6 mm thick, several sizes, sufficiently larger than the sample so that the bulk of the air can be extracted as the bag is closed, without breaking the bag. McMaster-Carr "Press-to-Close Bags" or equivalent.Tape, clear, moisture resistant, 2" McMaster-Carr 76255A36 or equivalent
- Dispenser, tape, hand held, 2" McMaster-Carr 7584A12 or equivalent
- Bubble wrap, 1"
- ULV epoxy or similar
- Coring equipment

Sample Extraction Location Documentation

A log will be prepared for the sample extraction procedure that includes the following, in addition to any other pertinent information related to the samples:

- Sample number
- Location address
- Location GPS coordinates
- General description of location
- Pipe deflection / Crack pattern / Crack width
- Distance of coring from pipe opening
- Pipe Size, Wall Thickness, Pipe Class, Depth of Cover, Date, and Person(s) taking Sample.

Sample Handling Procedure

When the sample has been moved to the staging area, the following will be done:

- The sample will be photographed from several angles to ensure all details are recorded. (Verify that the photographs have the proper exposure, subject matter, and focus.)
- The samples will be placed into a zip lock polyethylene bag sufficiently larger than the sample so that the bulk of the air can be extracted as the bag is closed, without breaking the bag.
- The bag will be folded over and a layer of clean packing tape will be applied to the entire length of the closure.
- The sample will be labelled with a Sharpie marker by writing the number from the sample log on the outside of the bag.

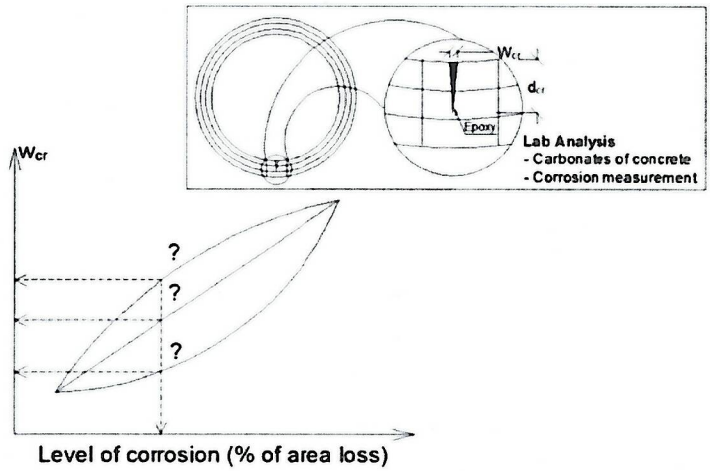


Fig. 5. Relationship between surface crack width (ω_{cr}) and the level of corrosion

POTENTIAL RECOMMENDATION FOR NEW PIPELINE SYSTEM

- **Fiber-Reinforced Concrete pipes**

Fiber-reinforced concrete (FRC) is concrete containing fibrous material, which increases its structural integrity. It contains short discrete fibers that are uniformly distributed and randomly oriented. Fibers include steel, glass, synthetic, and natural fibers, each of which lends varying properties to the concrete. In addition, the character of fiber-reinforced concrete changes with varying concretes, fiber materials, geometries, distribution, orientation, and densities.

- ASTM C1609 : *Standard Test Method for Flexural Performance of Fiber-Reinforced Concrete (Using Beam with Third-Point Loading)* [5]
- ASTM C76 : *Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe* [6]

- **Carbon Fiber-Wrapped pipes**

The durability of carbon fiber-reinforced polymer (CFRP) systems, used to strengthen concrete pipes (RCP)/ prestressed cylinder pipes (PCCP) and other water transmission structures has been a topic of significant interest since the CFRP systems were initially implemented for structural repair of pipelines. Although there are a substantial number of durability studies available on

some CFRP systems for strengthening of structural elements, there is significantly less information on the long term durability of the CFRP when submerged in water.

UTA Sewer Line Inspection Area :

The investigators commit to perform inspection and data analysis for up to 254,000 ft. of sewer pipelines. The following are the initial lines that have been identified.

- 15,020 ft. of 66 in. concrete pipeline (3157 Westwood Dr. Arlington-TX)
- 3,450 ft. of 60 in. concrete pipeline (Westwood Dr. Arlington-TX)

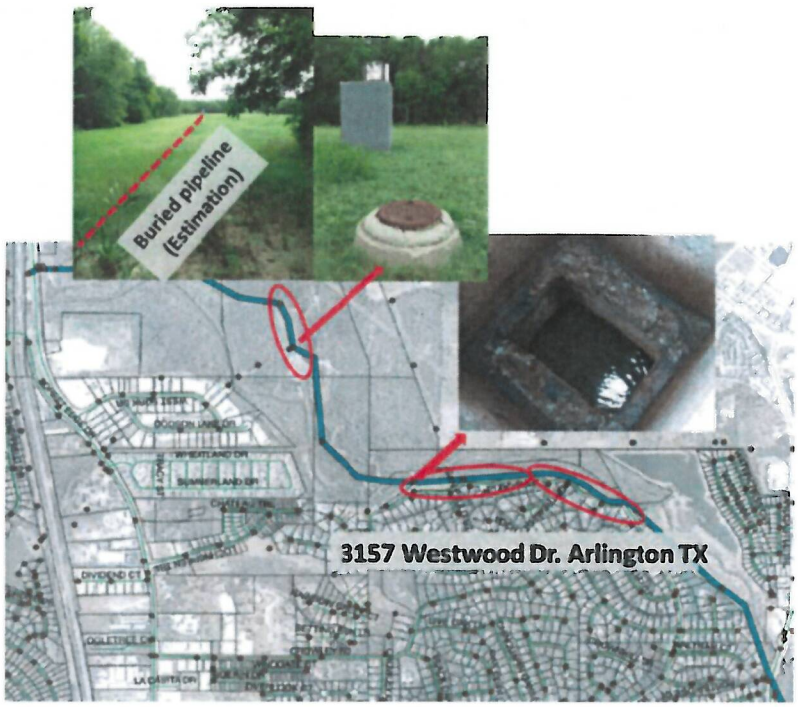


Fig. 6. Sewer site: 3157 Westwood Dr. Arlington TX (66 in. concrete pipes)

If a damaged pipeline would be inspected, the pipeline needs to be investigated after excavation and sampling (coring). The specific location and time will be determined after the initial visual/NDE inspection.

If the additional works would be needed to reach the goals of the project, those will be conducted by PIs with the request from the City of Arlington.

BUDGET

	FY 2016	FY 2017	FY 2018
UTA Inspection/Evaluation (fixed fee)	$ 77,000	$ 60,000	$ 45,000
Equipment (HD-CCTV with Laser Ring Profiler, Sonar, and Float)	$ 675,000		
Equipment (Sewer Line Rapid Assessment Tool)	$ 25,000		
Yearly Total	**$ 777,000**	**$ 60,000**	**$ 45,000**
Project Total	**$ 882,000**		

The equipment prices above are estimates based on quotes received from vendors. The final price will be negotiated with equipment manufacturers, and UTA will submit a finalized official quote to the City for payment.

STAFF FOR TECHNICAL CAPABILITY

The research team will be comprised of faculty and researchers from the University of Texas at Arlington. Dr. Ali Abolmaali, who has significant experience in evaluating pipelines and in NDE, using the laser video robot, will lead the project. Dr. Yeonho Park, a post-doctoral researcher from the Department of Civil Engineering; Dr. Mohammad Razavi and Dr. Mohsen Shahandashti, Senior Lecturers, will assist Dr. Abolmaali in the project. It is anticipated that an additional two graduate students will be assisting the above research team.

In addition, the City of Arlington will provide one field personnel to help collect data, and one engineer to coordinate inspection efforts with the City.

DURATION

The duration of the project is estimated at 36 months (3 years) from the time the contact is executed. A report will be issued after 12 months (total 3 reports). UTA will also provide

quarterly (every 3 months) reports and/or presentations to update the City of Arlington on progress and project coordination as needed.

REFERENCE

[1] Shook, W. E., and L. W. Bell. Corrosion Control in Concrete Pipe and Manholes, Technical Presentation, Water Environmental Federation, Orlando, FL, 1998; 1-5.

[2] American Concrete Pipe Association (ACPA), Concrete Pipe Design Manual: Revised to Include Standard Installations, Irving, TX; 2005.

[3] ASTM, Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe, C76-14, 04.05, American Society for Testing and Materials, West Conshohocken, PA; 2014.

[4] Moser, A. P. Buried Pipe Design, 2 ed., New York, McGraw-Hill; 2001.

[5] ASTM C1609 : Standard Test Method for Flexural Performance of Fiber-Reinforced Concrete (Using Beam with Third-Point Loading), *Annual Book of ASTM Standards*, Vol. 4.02, ASTM International, West Conshohocken, PA, 2013.

[6] ASTM, Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe, C76-14, 04.05, American Society for Test Materials, West Conshohocken, PA; 2014.

[6] Promboon, Y., "Acoustic Emission Source Location," Ph.D. Dissertation, University of Texas at Austin, 2000.

[7] Ohno, K., and M. Ohtsu, "Crack Classification in Concrete Based on Acoustic Emission", Constr. Build. Mater. , 2010, v24 (12), pp.2339–2346.

[8] JCMS-III B5706. "Monitoring Method for Active Cracks in Concrete by Acoustic Emission," Japan - Federation of Construction Materials Industries, 2003.

Resolution No. _____

A resolution authorizing the execution of an Interlocal Cooperation Contract with the University of Texas at Arlington relative to the 2015 Large Diameter Sanitary Sewer Inspection and Evaluation, Project No. WUOP15016, in an amount not to exceed $882,000

WHEREAS, the City and the University of Texas at Arlington ("UTA") are contracting for the condition assessment of 254,000 linear feet of 24-inch and greater sanitary sewer mains for an amount not to exceed $182,000; and

WHEREAS, the condition assessment includes inspection, data collection, and evaluation of the sanitary sewer mains, and also includes specialized laboratory testing that is unique to UTA's capabilities; and

WHEREAS, the purchase of necessary specialized equipment to perform the condition assessment is included for an amount not to exceed $700,000 as part of the Interlocal Cooperation Contract; and

WHEREAS, large diameter sanitary sewer mains are critical to the City's sanitary sewer collection system, City Council finds the condition assessment and purchase of the necessary specialized equipment is in the public interest; NOW THEREFORE,

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

I.

That the City Manager or his designee is hereby authorized to execute an Interlocal Cooperation Contract with the University of Texas at Arlington relative to the 2015 Large Diameter Sanitary Sewer Inspection and Evaluation, Project No. WUOP15016, in an amount not to exceed $882,000. Funds are available in Sanitary Sewer Bond Fund 648502-17955204-61043.

II.

A substantial copy of the Interlocal Cooperation Contract is attached hereto and incorporated herein for all purposes.

PRESENTED AND PASSED on this the _____ day of _____, 2015, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

_____

W. JEFF WILLIAMS, Mayor

ATTEST:

_____

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY Eddie Martin

Staff Report

Landscape Maintenance Agreement with Texas Department of Transportation for the Pioneer Parkway – Green Ribbon Project	
City Council Meeting Date: 11-10-15	Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution authorizing the execution of a Landscape Maintenance Agreement that revises the Municipal Maintenance Agreement with the Texas Department of Transportation to allow for required maintenance of Pioneer Parkway / SS303 corridor from west limits to east limits within Arlington.

PRIOR BOARD OR COUNCIL ACTION

On December 15, 1969, the City of Arlington entered into a Municipal Maintenance Agreement with the Texas Department of Transportation.

On January 9, 2007, by Resolution No. 07-020, the City Council authorized execution of an amendment to our current Municipal Maintenance Agreement for installation and operation of red light enforcement cameras at various intersections owned by the State of Texas.

On February 27, 2007, by Resolution No. 07-109, the City Council authorized execution of a new Municipal Maintenance Agreement with the Texas Department of Transportation and an Amendment to Municipal Maintenance Agreement for the Furnishing, Installing, Operation and Maintenance of Cameras on State Highway Rights-of-Way to Monitor Compliance with Traffic-Control Signals relative to determining the responsibilities of the State and City for maintenance and operation of State highways within Arlington.

On August 18, 2009, by Resolution No. 09-237, the City Council authorized execution of an agreement that revises the Municipal Maintenance Agreement with the Texas Department of Transportation to allow for required maintenance of IH-30 and Center Street landscape improvements and aesthetic elements on the State's right-of-way.

On May 10, 2011, by Resolution No. 11-176, the City Council authorized execution of an agreement that revises the Municipal Maintenance Agreement with the Texas Department of Transportation to allow for required maintenance of IH-30 from Fielder Road to Ballpark Way landscape improvements and aesthetic elements on the State's right-of- way.

On October 13, 2015, by Resolution No. 15-253, the City Council authorized the execution of a Landscape Maintenance Agreement that revises the Municipal Maintenance Agreement with the Texas Department of Transportation to allow for required maintenance of IH-30 and SH 360 interchange landscape improvements and aesthetic elements on the State's right-of-way.

ANALYSIS

This resolution will revise the current Municipal Maintenance Agreement dated October 13, 2015 between the City and the State. Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter into agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits

Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter into agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities.

The City has received a Green Ribbon grant from TXDOT for the beautification of Pioneer Parkway / SS303 corridor through Arlington excluding medians within the Town of Pantego. This grant, totaling $400,000 will be utilized for the installation and maintenance of all landscape elements within the limits of the right-of-way including all median and island areas but excluding paved areas intended for vehicular travel. Landscape maintenance shall include but not be limited to plant maintenance, plant replacement, mowing and trimming and irrigation system operation and maintenance. All landscape elements must be maintained in a functional and aesthetically pleasing condition.

FINANCIAL IMPACT

The General Fund impact associated with maintenance of the beautification improvements has been estimated in the amount of $18,900, beginning in 2017. Funding for construction, in the amount of $400,000 is available in Park Capital Account No. 508501-53680598-68101. Routine maintenance and repair of the improvements will be managed by the Parks and Recreation Department from Account 502705.

	FY 2016	FY 2017	FY 2018
Construction	$400,000	$0	$0
Annual Maintenance	$0	$18,900	$17,316

ADDITIONAL INFORMATION

Attached:	Resolution Agreement Attachment A
Under separate cover:	None
Available in the City Secretary's office:	N/A

STAFF CONTACT(S)

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

Gary Packan
Assistant Director
817-459-5496
gary.packan@arlingtontx.gov

Resolution No. _____

A resolution authorizing the execution of a Landscape Maintenance Agreement that revises the Municipal Maintenance Agreement with the Texas Department of Transportation to allow for required maintenance of the Pioneer Parkway / SS303 corridor from west limits to east limits within Arlington

WHEREAS, on December 15, 1969, the City of Arlington entered into our current Municipal Maintenance Agreement with the Texas Department of Transportation; and

WHEREAS, on January 9, 2007, by Resolution No. 07-020, the City Council authorized execution of an amendment to our current Municipal Maintenance Agreement for installation and operation of red light enforcement cameras at various intersections owned by the State of Texas; and

WHEREAS, on February 27, 2007, by Resolution No. 07-109, the City Council authorized execution of a new Municipal Maintenance Agreement with the Texas Department of Transportation and an Amendment to Municipal Maintenance Agreement for the Furnishing, Installing, Operation and Maintenance of Cameras on State Highway Rights-of-Way to Monitor Compliance with Traffic-Control Signals relative to determining the responsibilities of the State and City for maintenance and operation of State highways within Arlington; and

WHEREAS, on August 18, 2009, by Resolution No. 09-237, the City Council authorized execution of an agreement that revises the Municipal Maintenance Agreement with the Texas Department of Transportation to allow for required maintenance of IH-30 and Center Street landscape improvements and aesthetic elements on the State's right-of-way; and

WHEREAS, on May 10, 2011, by Resolution No. 11-176, the City Council authorized execution of an agreement that revises the Municipal Maintenance Agreement with the Texas Department of Transportation to allow for required maintenance of IH-30 from Fielder Road to Ballpark Way landscape improvements and aesthetic elements on the State's right-of-way; and

WHEREAS, on October 13, 2015, by Resolution No. 15-253, the City Council authorized execution of a Landscape Maintenance Agreement that revises the Municipal Maintenance Agreement with the Texas Department of Transportation to allow for required maintenance of IH-30 and SH 360 interchange landscape improvements and aesthetic elements on the State's right-of-way; and

WHEREAS, the City has received a Green Ribbon grant in the amount of $400,000 from the Texas Department of Transportation for the beautification of the Pioneer Parkway / SS303 corridor through Arlington excluding medians within the Town of Pantego; NOW THEREFORE

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

I.

That the City Manager or his designee is hereby authorized to execute a Landscape Maintenance Agreement that revises the Municipal Maintenance Agreement with the Texas Department of Transportation to allow for required maintenance of the Pioneer Parkway / SS303 corridor from the west city limits to the east city limits within Arlington.

II.

A substantial copy of the agreement is attached hereto and incorporated herein for all purposes.

PRESENTED AND PASSED on this the _____ day of _____, 2015, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

_____
W. JEFF WILLIAMS, Mayor

ATTEST:

_____
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY Eddie Martin

Form 2043
(Rev. 04/12)

LANDSCAPE MAINTENANCE AGREEMENT

THE STATE OF TEXAS

THE COUNTY OF TRAVIS

This AGREEMENT made this _____ day of _____, 2015 , by and between the Texas Department of Transportation, hereinafter referred to as the "State," and the City of Arlington , Tarrant County, Texas, acting by and through its duly authorized officers, hereinafter called the "City".

WITNESSETH

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter into agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter into agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the State and the City have entered into a Municipal Maintenance Agreement dated _____, **the provisions of which are incorporated herein by reference**, and wherein the City has agreed to retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the department; and

WHEREAS, the State has existing and proposed landscape improvements, such as, but not limited to, the installation of tree, shrub, and turf plantings, irrigation systems, and other aesthetic elements for areas within the right of way of state highway routes within the City as shown on Attachment "A"; and

WHEREAS, the State will provide such landscape improvements, provided that the City agrees to be responsible for all required maintenance of the landscape improvements.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

Contract Period

This Agreement becomes effective upon the date of final execution by the State, and shall remain in effect until terminated or modified as hereinafter provided.

Coverage

This agreement prescribes the responsibilities of the State and the City relating to the installation and maintenance of landscape elements on non-controlled access state highways, as defined in the Municipal Maintenance Agreement, and described and graphically shown as "State Maintained and Operated" in that agreement.

Amendment

The parties agree that this agreement may be amended. Such amendments, to be effective, must be in writing and signed by both parties.

State's Responsibilities

The State shall install landscape elements including but not limited to trees, shrubs, grasses, sidewalks, irrigation systems, and hardscape features through its employees or duly appointed agents.

City's Responsibilities

The City may install landscape elements including but not limited to trees, shrubs, grasses, sidewalks, irrigation systems, and hardscape features through its employees or duly appointed agents. Any installations shall be performed in accordance with Texas Department of Transportation specifications and standards, and must be approved by the State in writing prior to any work being performed.

The City shall maintain all landscape elements within the limits of the right of way including all median and island areas but excluding paved areas intended for vehicular travel. Landscape maintenance shall include but not be limited to plant maintenance, plant replacement, mowing and trimming, hardscape element maintenance, and irrigation system operation and maintenance. All landscape elements must be maintained in a functional and aesthetically pleasing condition.

TERMINATION

It is understood and agreed between the parties hereto that should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon thirty days written notice. Additionally, this agreement may be terminated by mutual agreement and consent of both parties.

Should the City terminate this agreement, as prescribed here above, the City shall, at the option of the State, reimburse any reasonable costs incurred by the State.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of _____ **Arlington** _____ on the _____ day of _____, year **2015**, and the Texas Department of Transportation, on the _____ day of _____, year **2015**.

ATTEST:

_____

CITY OF _____

By _____
(Title of Signing Official)

THE STATE OF TEXAS

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

By _____
District Engineer

_____
District

Attachments

ATTACHMENT "A"
To
Landscape Maintenance Agreement

The City of Arlington shall maintain landscape improvements on the State's right-of-way required within the Pioneer Parkway / SS303 corridor from the west limits to the east limits within Arlington to include the following:

- Landscape and Irrigation

Final execution of this Agreement by the State, making this Agreement effective, shall begin upon construction completion of CSJ XXXX-XX-XXX.

Staff Report

Fee Storage of Residential Reusable Recycling Container	
City Council Meeting Date: 11/10/15	Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution authorizing a fee to be charged by the City, for the return of a residential recycling container upon request by a resident, as it relates to a container that has been removed by the City for improper storage.

PRIOR BOARD OR COUNCIL ACTION

On August 25, 2015, the Municipal Policy Committee approved staff's recommendation that proposed amendments to the "Health and Sanitation" Chapter be presented for Council consideration.

On October 27, 2015, the City Council passed first reading of the ordinance.

ANALYSIS

The proposed resolution authorizes and provides for a fee of $20.00 to be charged by the City, for partial cost recovery services, as it relates to the return of a residential reusable recycling container, upon removal by the City for failing to properly store the container. Staff will monitor the impact of this single-family residential property improvement strategy, and if it is determined to be resource intensive, staff may present a future request for full cost recovery.

FINANCIAL IMPACT

It is anticipated that the new fee will generate approximately $100 annually, which will be used to offset the expenses related to the removal and return of residential reusable recycling containers.

The following is an estimate of anticipated annual fees generated, if approved.

FY 2016	FY 2017	FY 2018
$100	$100	$100

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Mike Bass
Code Compliance Administrator
817-459-5341
Mike.Bass@arlingtontx.gov

Resolution No. _____

A resolution authorizing and approving a fee pursuant to the authority contained in the "Health and Sanitation" Chapter of the Code of the City of Arlington, Texas, 1987

WHEREAS, on October 27, 2015 the City Council passed the first reading of the ordinance amending the "Health and Sanitation" Chapter of the Code of the City of Arlington, Texas by the addition of Section 2.02.01, entitled Residential Storage of Reusable Recycling Containers; and

WHEREAS, on November 10, 2015 the City Council finally passed the ordinance amending the "Health and Sanitation" Chapter of the Code of the City of Arlington, Texas by the addition of Section 2.02.01, entitled Residential Storage of Reusable Recycling Containers after its second reading; NOW THEREFORE

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

I.

That the following fee is hereby authorized and approved pursuant to the authority contained in the "Health and Sanitation" Chapter of the Code of the City of Arlington, Texas, 1987:

A fee is set in the amount of $20.00 for return of a residential reusable recycling container after removal by the City for failing to properly store the container.

II.

That this Resolution shall be effective from and after its passage and approval by the Mayor in accordance with law and the provisions of the Charter of the City of Arlington, and it is accordingly so resolved.

PRESENTED AND PASSED on this the _____ day of _____, 2015, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

_____
W. JEFF WILLIAMS, Mayor

ATTEST:

_____
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY _____

Staff Report

Airport Development Plan and Airport Layout Plan	
City Council Meeting Date: 11-10-15	Action Being Considered: Ordinance

RECOMMENDATION

Following the public hearing, consider an ordinance amending *99 square miles - the Comprehensive Plan for the City of Arlington* to incorporate the Airport Development Plan for the Arlington Municipal Airport, and authorizing submission of the Airport Development Plan and Airport Layout Plan to the Federal Aviation Administration and the Texas Department of Transportation Aviation Division; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions, and publication; and becoming effective ten days after first publication.

PRIOR BOARD OR COUNCIL ACTION

On October 23, 2007, City Council passed Resolution No. 07-656 adopting the Airport Master Plan and the supporting Airport Layout Plans for the Arlington Municipal Airport.

On October 15, 2013, City Council passed Resolution No. 13-251 authorizing the execution of a Grant Agreement with the Texas Department of Transportation for production of an Airport Development Plan and Airport Layout Plan.

On May 13, 2014, City Council passed Minute Order No. 05132014-21 authorizing the negotiation and execution of Grant Amendment #1 to the Airport Development Plan Grant Agreement with the Texas Department of Transportation (TxDOT) of Austin, Texas, for Airport planning services.

On October 21, 2015, Planning and Zoning Commission, sitting as the Airport Zoning Commission, recommended approval by a vote of 9-0-0.

ANALYSIS

The Arlington Municipal Airport is designated as a Reliever Airport, and is included in the Federal Aviation Administration (FAA) National Plan of Integrated Airport Systems and the Texas Airport System Plan. This allows the City to receive federal and state grants for up to 90 percent of the cost of eligible capital improvements. In order to qualify for these grants, the Airport must periodically update the required planning documents and submit them for approval by the FAA and the Texas Department of Transportation (TxDOT) Aviation Division.

The current Airport Master Plan was adopted in October 2007, and provided development assumptions and capital project recommendations to accommodate the Airport's growth. Of 14 capital projects identified for years 2008-2018, 10 have been completed, two are obsolete, and two projects have been programmed for funding by TxDOT Aviation. As a result, the Airport's required planning documents have become outdated.

The Airport received 90 percent funding for a Development Plan, which has the same planning components as a Master Plan but the scope can include a wider range of services. Coffman Associates was retained to produce the new Development Plan. The project included forecasts of future demand, an assessment of future facility needs, an evaluation of airport

development alternatives, a capital project list, and a noise contour evaluation. Coffman Associates also revised the Airport Layout Plan, a set of drawings that depict existing conditions and proposed capital improvement projects needed to meet the Airport's projected growth. Once the Airport Layout Plan is approved by the FAA and TxDOT Aviation, the projects included become eligible for federal and state grant funding.

As each study phase was completed, a draft report was posted to the City's website, and made available for public comment (http://www.arlington-tx.gov/airport/airport-development-plan/). The draft was reviewed by the Plan Advisory Committee (PAC) at three meetings. Neighborhood representatives, City Council members, Airport tenants, Airport commercial operators, TxDOT Aviation officials, various City departments, the Aircraft Owners and Pilots Association, and the National Business Aviation Association were invited to participate on the Committee.

Two public workshops were also held to inform the public about the proposed Development Plan. In addition to the City's regular channels of communication, all households within a one-mile radius of the Airport were notified of the first town hall meeting via postcard.

The result is an Airport Development Plan that presents a recommended land use, development, and capital investment strategy to meet the projected growth of the Airport over the next 10 years. However, capital project requests will be made based on actual growth in demand, and pavement condition assessments, which could result in a significantly different project timeline than the one proposed in the Plan.

FINANCIAL IMPACT

None

ADDITIONAL INFORMATION

Attached:	Ordinance Executive Summary of the Airport Development Plan
Under separate cover:	None
Available in the City Secretary's office:	Arlington Municipal Airport Development Plan

STAFF CONTACT(S)

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

Ordinance No. _____

An ordinance amending *99 square miles* - the Comprehensive Plan for the City of Arlington to incorporate the Airport Development Plan for the Arlington Municipal Airport, and authorizing submission of the Airport Development Plan and Airport Layout Plan to the Federal Aviation Administration and the Texas Department of Transportation Aviation Division; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions, and publication; and becoming effective ten days after first publication

WHEREAS, the Arlington Municipal Airport is designated as a Reliever Airport, and is included in the Federal Aviation Administration (FAA) National Plan of Integrated Airport Systems and the Texas Airport System Plan; and

WHEREAS, this allows the City to receive federal and state grants for up to 90 percent of the cost of eligible capital improvements; and

WHEREAS, in order to qualify for these grants, the Airport must periodically update the required planning documents and submit them for approval by the FAA and the Texas Department of Transportation (TxDOT) Aviation Division; and

WHEREAS, on March 17, 2015, by Ordinance No. 15-014, the City Council approved *99 Square Miles* – the Comprehensive Plan for the City of Arlington; and

WHEREAS, the City desires to amend *99 Square Miles* – the Comprehensive Plan to incorporate the Airport Development Plan for the Arlington Municipal Airport; NOW THEREFORE

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

1.

That the City Council hereby approves an amendment to *99 Square Miles* - the Comprehensive Plan for the City of Arlington, Texas, to incorporate the Airport Development Plan for the Arlington Municipal Airport, and authorizes submission of the Airport Development Plan and Airport Layout Plan to the Federal Aviation Administration and the Texas Department of Transportation Aviation Division. The Airport Development Plan presents a recommended land use, development, and capital investment strategy to meet the projected growth of the Airport over the next 10 years.

Capital project requests will be made based on actual growth in demand, and pavement condition assessments, which could result in a significantly different project timeline than the one proposed in the Plan.

2.

A substantial copy of the Airport Development Plan is attached hereto and incorporated herein for all purposes.

3.

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Arlington, and this ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

4.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

5.

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of Arlington in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

6.

Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Arlington in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Arlington.

7.

The caption 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.

8.

This ordinance shall become effective ten days after first publication.

PRESENTED AND GIVEN FIRST READING on the _____ day of _____, 2015, 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 _____, 2015, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

_____
W. JEFF WILLIAMS, Mayor

ATTEST:

_____
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY: Eddie Martinez

CAPITAL IMPROVEMENT PROGRAM

A program for the orderly development of the Airport has been prepared during the study process and will require investments from public and private entities. The Development Plan considers a planning horizon of 10+ years and improvements are proposed for specific periods within the planning horizons. However, flexibility is built into the plan to allow the City of Arlington to respond to demand, changing needs, and compliance requirements. The Development Plan has identified approximately $71.0 million in capital improvement needs during the timeframe. The breakdown of funding is presented in today's dollars.

Many projects are eligible for grant funding from the FAA and TxDOT. Under current funding mechanisms, approximately $54.5 million of the total is eligible for grant-in-aid funding. An additional $16.5 million will be the responsibility of the City of Arlington and/or other local funding sources.

CIP COSTS

Total Short Term	$28,317,700	$22,930,630	$5,387,070
Total Long Term	$33,936,100	$24,597,340	$9,338,760
Total Ultimate Term	$8,704,100	$6,957,290	$1,746,810
CIP Total	$70,957,900	$54,485,260	$16,472,640

DEVELOPMENT PLAN IMPLEMENTATION

The Arlington Municipal Airport Development Plan has been undertaken to evaluate the Airport's capabilities and role, and to plan for the timely development of new or expanded facilities that may be required to meet future demand. The ultimate goal of the Development Plan is to provide systematic guidelines for the Airport's overall maintenance, development, and operation.

An Airport Development Plan is intended to be a proactive document which identifies and then plans for future facility development in advance of the actual need for the facilities. This is done to ensure that the City of Arlington can coordinate project approvals, design, financing, and construction to avoid experiencing detrimental effects due to inadequate facilities.

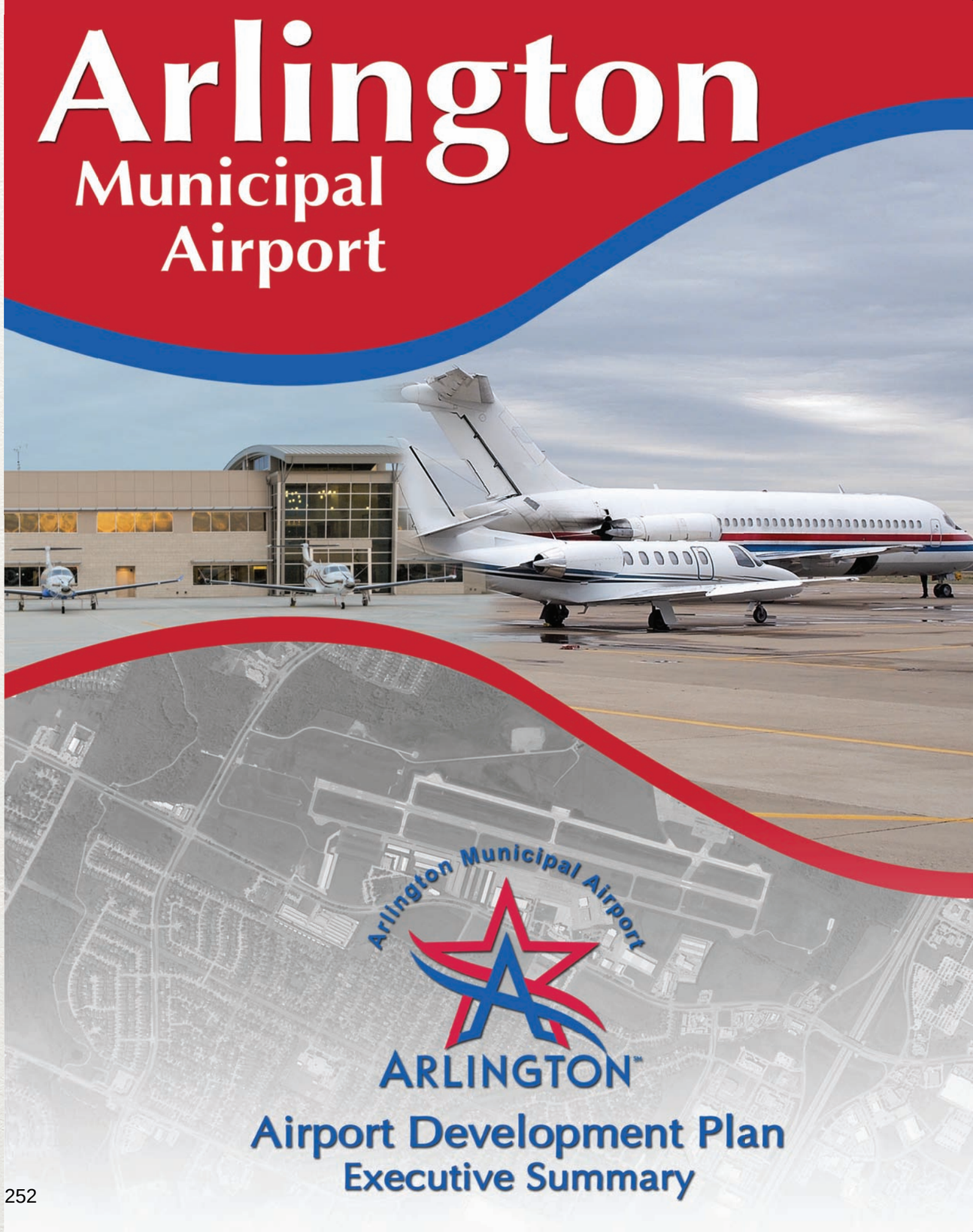
Arlington Municipal Airport serves as a vital economic asset for the City of Arlington and surrounding region. As such, it should be carefully and thoughtfully planned and subsequently developed in a manner which matches the development goals of the community. The preparation of the Development Plan is evidence that the City of Arlington recognizes the importance of air transportation to the region, as well as the unique challenges operating an airport presents. The investment in an airport yields many benefits to the community and region.

The continued development of Arlington Municipal Airport demonstrates the City's commitment to growth and prosperity while also remaining sensitive to the needs of residents and businesses located near the Airport. The Development Plan provides the tools that the City of Arlington will need to meet the challenges of the future. By providing a safe and efficient facility, Arlington Municipal Airport will remain a valuable component to the surrounding region.

For more information, please contact:
Airport Administration
Arlington Municipal Airport
5000 South Collins Street
Arlington, TX 76018
(817) 459-5570

Coffman Associates
Airport Consultants
September 2015

Arlington Municipal Airport



Airport Development Plan
Executive Summary

AIRPORT OVERVIEW

Located in one of the fastest growing regions in the country, Arlington Municipal Airport is situated on approximately 500 acres within the City of Arlington and accommodates a wide variety of aviation activities. The Airport is designated as a reliever airport, which provides general aviation aircraft with an attractive alternative to using busy commercial services airports.

Having excellent access to regional highway infrastructure, Arlington Municipal Airport provides a top notch facility for the aviation industry that serves as a major economic engine for the City of Arlington and the surrounding region. Furthermore, the Airport is located a short distance from AT&T Stadium, which is home to the Dallas Cowboys and a host of significant special events throughout the year.

An array of aviation activity, ranging from single engine piston-powered aircraft up to corporate business jets and air cargo operators, makes up the 75,000 annual operations at the Airport.

Existing airfield features include:

- Runway 16-34 – 6,080' x 100'
- Airport traffic control tower (ATCT)
- Precision instrument landing system (ILS) approach
- Approximately 600,000 square feet of hangar and maintenance storage space
- Abundant aircraft parking aprons and tiedowns
- Full-service fixed base operator (FBO)
- Full and self-service 100LL and Jet A fuels

DEMAND-BASED PLAN

Airport planning begins with an analysis of future demand expected to occur at the facility. For Arlington Municipal Airport, this involved updating forecasts to identify potential aviation demand for based aircraft and annual aircraft operations over the next 10 years. Recognizing the realities of year-to-year fluctuations in activity, the plan focuses on potential demand levels rather than future dates in time. The short and long term planning milestones take into consideration the reasonable range of aviation demand projections prepared for the Development Plan. By planning according to activity milestones, the plan can accommodate unexpected shifts or changes in aviation demand, which can help the Airport serve actual needs of users, while maintaining a safe and efficient airport environment. For Arlington Municipal Airport, the number of based aircraft and annual aircraft operations are forecast to increase during the planning period when considering a diverse economy and continued development of airport facilities.

AIRPORT DEVELOPMENT

Arlington Municipal Airport continues to be developed as a facility that can handle a wide array of general aviation activities. The Development Plan Concept presents the recommended configuration for the Airport, which preserves and enhances the facility's role while meeting Federal Aviation Administration (FAA) and Texas Department of Transportation – Aviation Division (TxDOT) design standards to the extent practicable. Flexibility will be very important to future development at the Airport, as activity and growth may not occur as predicted. This Development Plan provides stakeholders with a general guide that, if followed, can maintain the Airport's long term viability and allow the Airport to continue to provide air transportation services to the region. The following summarizes the airside and landside recommendations to best meet the needs of projected demand at Arlington Municipal Airport.

FORECAST SUMMARY	BASE YEAR 2014	2019	2024
BASED AIRCRAFT			
Single Engine Piston	205	217	228
Multi-Engine Piston	27	28	30
Turboprop	3	6	10
Business Jet	3	6	12
Helicopter	16	18	20
Total	***254***	***275***	***300***
ANNUAL OPERATIONS			
General Aviation			
Itinerant	40,151	43,050	46,200
Local	32,819	35,700	38,850
Total General Aviation Operations	***72,970***	***78,750***	***85,050***
Air Taxi	1,262	1,680	2,310
Military	107	315	315
Air Carrier	306	315	315
Total Annual Operations	***74,645***	***81,060***	***87,990***
PEAK OPERATIONS			
Peak Month	7,539	8,187	8,887
Design Day	251	273	296
Busy Day	352	382	415
Design Hour	38	41	44
ANNUAL INSTRUMENT APPROACHES			
	N/A	1,360	1,475

Airside

- Adhere to ultimate Runway Design Code C-III standards on Runway 16-34 and Taxiway Design Group (TDG) 3 standards on those taxiways serving the runway system.
- Extend Runway 16-34 700 feet to the north to better accommodate the projected mix of aircraft operations utilizing the Airport.
- Continued rehabilitation of airfield pavements to support aircraft utilization.
- Improve taxiway geometry to include realigning Taxiway H and relocating Taxiway J.
- Extend perimeter access roads on airport property to assist personnel in better maintaining a safe operating environment.

Landside

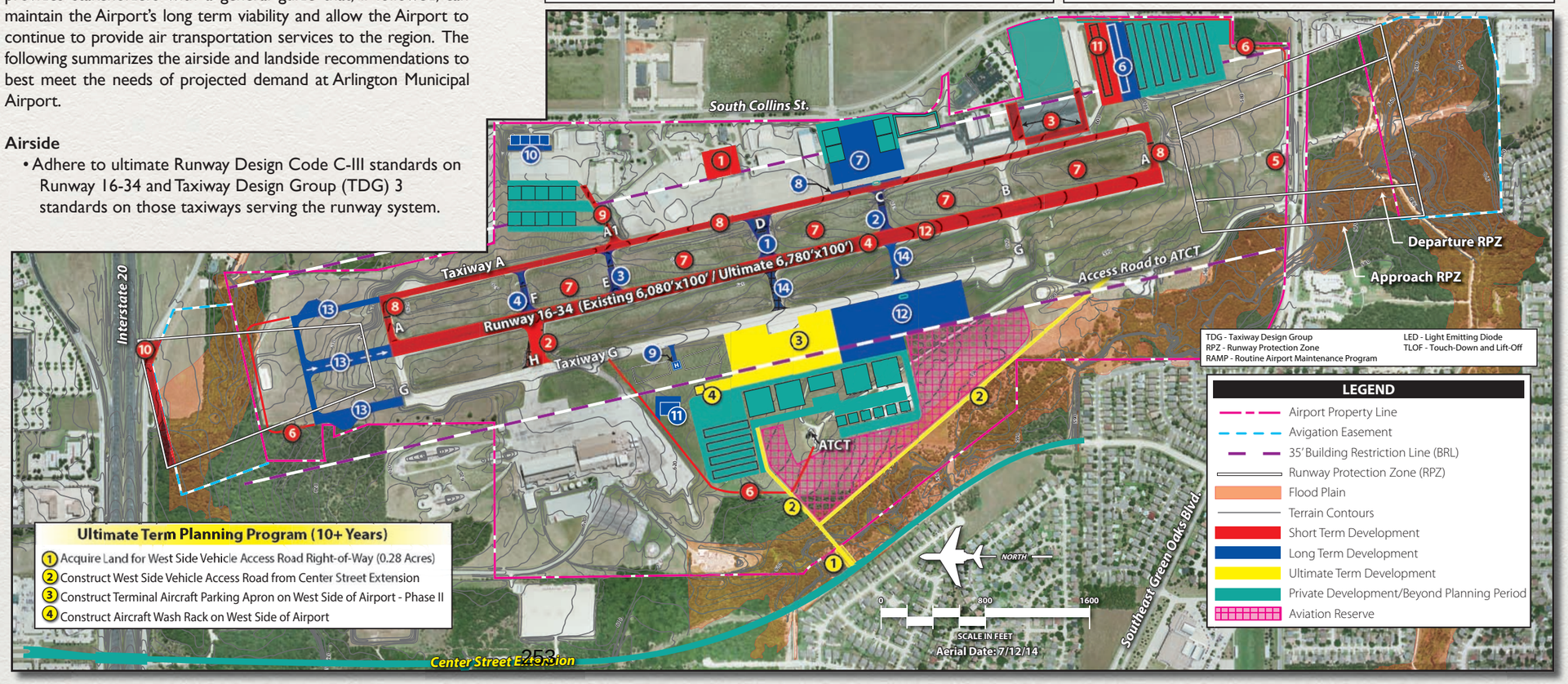
- Construct additional aircraft storage hangars in existing development areas, as well as through the redevelopment of certain parcels.
- Construct additional aircraft parking apron space to better meet aircraft demand.
- Construct support facilities to include a dedicated maintenance facility and aircraft wash rack.
- Designate a touch-down and lift-off (TLOF) area to better segregate rotorcraft operations.
- Plan for infrastructure development on the west side of the Airport to provide opportunities for long term aviation development.

Short Term Planning Program (1-5 Years)

1. Expand Terminal Aircraft Parking Apron
2. Realign Taxiway H at Intersection of Runway 16-34
3. Reconstruct South Aircraft Parking Apron
4. Rehabilitate Portions of Runway 16-34 (General Pavement Maintenance)
5. Implement Drainage Improvements on South Side of Airport
6. Construct Perimeter Access Roads on North, South, and West Sides of Airport
7. Implement Drainage Improvements on East Infield Area
8. Reconstruct Taxiway A to Meet TDG 3 Standards - 50' wide / Relocate Hold Lines
9. Rehabilitate Taxiway A1
10. Acquire Land for Approach Protection in North RPZ (1.68 Acres)
11. Construct T-Hangar Facility and Taxilane Access in Southeast Development Area - Phase I
12. Reconstruct Runway 16-34
13. Conduct Miscellaneous Annual RAMP Projects (Not Pictured)

Long Term Planning Program (6-10 Years)

1. Reconstruct Taxiway D to Meet TDG 3 Standards / Relocate Hold Line
2. Reconstruct/Rehabilitate Taxiway C to Meet TDG 3 Standards - 50' wide / Relocate Hold Line
3. Reconstruct/Rehabilitate Taxiway E to Meet TDG 3 Standards - 50' wide / Relocate Hold Line
4. Reconstruct/Rehabilitate Taxiway F to Meet TDG 3 Standards - 50' wide / Relocate Hold Line
5. Implement LED Technology on Airfield Lighting and Signage (Not Pictured)
6. Construct T-Hangar Facility and Taxilane Access in Southeast Development Area - Phase II
7. Redevelop City T-Hangar Area (Remove T-Hangars / Reconstruct Aircraft Parking Apron)
8. In-Fill Apron Areas Adjacent to East Side of Taxiway A / Construct No-Taxi Island
9. Construct Rotorcraft TLOF Facility
10. Construct Box Hangars in Northeast Development Area
11. Construct Airport Maintenance Facility and Staging Area
12. Construct Terminal Aircraft Parking Apron on West Side of Airport - Phase I
13. Extend Runway 16-34 and Parallel Taxiways A and G 700' North / Displace Runway 16 Threshold 700'
14. Relocate Taxiway J from the Runway High Energy Area - 50' wide
15. Conduct General Pavement Maintenance (Not Pictured)
16. Conduct Miscellaneous Annual RAMP Projects (Not Pictured)



Staff Report

Amending the "Airport" Chapter of the Code of Ordinances	
City Council Meeting Date: 11-10-15	Document Being Considered: Ordinance

RECOMMENDATION

Following the public hearing, consider on first reading an ordinance amending the "Airport" Chapter of the Code of the City of Arlington, Texas, 1987, through the repeal of the existing chapter and the adoption of a new "Airport" Chapter; providing for a fine of up to $500 for each violation of the ordinance; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions, publication and becoming effective ten days after first publication.

PRIOR BOARD OR COUNCIL ACTION

On February 5, 1963, Council approved Ordinance No. 1490 adopting the Airport Ordinance.

On June 6, 1967, Council approved Resolution No. 67-2867 adopting the Guide to the Arlington Municipal Airport Including Airport Rules and Regulations.

On August 17, 1971, Council approved Ordinance No. 71-93 establishing a Department of Aviation.

On October 31, 1972, Council approved Ordinance No. 72-120 appointing the Building Official as the administrative agency for the enforcement of the Airport Zoning Ordinance.

On July 15, 1975, Council approved Ordinance No. 75-63 amending the Minimum Insurance Requirements for persons or firms conducting business at the Arlington Municipal Airport.

On February 15, 1983, Council approved Ordinance No. 83-27 creating the Joint Airport Zoning Board, and the Mid-Cities Joint Airport Zoning Board.

On July 19, 1988, Council approved Resolution No. 88-429 adopting revisions to the Rules and Regulations of the Arlington Municipal Airport to include regulations for self-fueling.

On April 18, 1989, Council approved Ordinance No. 89-43 adopting revisions to the Airport Ordinance establishing that fees for the use goods and other administrative services may be charged and set by resolution.

On March 14, 1995, Council approved Ordinance No. 95-26 incorporating the Mid-Cities Joint Airport Zoning Board into the "Administration" Chapter of the City's Code of Ordinances.

On October 13, 2015, the Economic Development Committee discussed the proposed amendments.

ANALYSIS

The City of Arlington established the Arlington Municipal Airport in 1959, adopting the Airport Ordinance in 1963, and establishing Airport Rules and Regulations in 1967. These, along with the Minimum Standards for Commercial Operation, comprise the Airport's Governance Documents and have remained essentially the same since their adoption over

25 years ago. The last revision of the Airport Ordinance occurred in 1989, to add the authority to collect fees. Airport staff has been working to modernize the existing Airport Governance Documents, comprised of the Minimum Standards for Commercial Aeronautical Operations, the Airport Rules and Regulations, and the Airport Ordinance, and also known as the Primary Management and Compliance Documents.

The Federal Aviation Administration and the Texas Department of Transportation, Aviation Division, provided a 90 percent grant for the cost of consulting services to assist the City in revising the Governance Documents. The City retained Aviation Management Consulting Group (AMCG) to assist. AMCG provides services focused solely on the general aviation segment of the aviation industry, and has assisted cities across the country, including Fort Worth, Addison, and McAllen.

The Ordinance has been completely rewritten, and incorporates certain provisions of the Airport Rules and Regulations. This provides additional safeguards for the commercial operators, lessees, and users by preventing activities which would interfere with the Airport's safe and efficient operation.

Drafts of the Minimum Standards for Commercial Operation and the Airport Rules and Regulations were posted for a 30-day comment period. Tenants were notified through the Airport newsletter, email, and U.S. mail that the drafts were available. Two forums were held to gather input on the drafts. If adopted, Airport staff will review the Governance Documents and Airport Ordinance after one year, and recommend additional changes, if needed.

FINANCIAL IMPACT
None

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)
Karen VanWinkle
Airport Manager
817-459-5559
karen.vanwinkle@arlingtontx.gov

Ordinance No. _____

An ordinance amending the "Airport" Chapter of the Code of the City of Arlington, Texas, 1987, through the repeal of the existing chapter and the adoption of a new "Airport" Chapter; providing for a fine of up to $500 for each violation of the ordinance; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions, publication and becoming effective ten days after first publication

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

1.

That the "**Airport**" Chapter of the Code of the City of Arlington, Texas, 1987, is hereby amended through the repeal of the existing "**Airport**" Chapter and the adoption of a new "**Airport**" Chapter, so that hereafter said Chapter shall be and read as follows:

ARTICLE I

PURPOSE

Section 1.01 <u>Purpose</u>

A. There shall be a unit of City government to be known as the Airport. Said unit shall be under the supervision of the Airport Manager, who shall be appointed by the City Manager and shall be responsible to the City Manager in the conduct of the affairs of said Airport, including planning, development, operation, management, maintenance, and security of the Airport and all City-owned and operated land, Improvements, facilities, Vehicles, and equipment.

B. The Arlington Municipal Airport is included in the National Plan of Integrated Airport Systems (NPIAS) and designated as a "Public Use" airport by the Federal Aviation Administration. The State of Texas includes the Airport on the Texas Airport System Plan.

C. The Airport is required to operate for the use and benefit of the public and shall be made available to all types, kinds, and classes of Aeronautical Activity on reasonable terms and without unjust discrimination.

D. The City will plan, develop, operate, and manage the Airport in such a manner so as to (a) ensure its long-term financial health, (b) protect and promote the health,

safety, security, and general welfare of the public, and (c) encourage the provision of the type, level, and quality General Aviation products, services, and facilities desired by the public.

E. The City Manager or his/her designee is authorized to: (a) create, interpret, administer, and enforce Agreements and the Primary Management and Compliance Documents (PMCDs), (b) allow, where and when appropriate, temporary, short-term occupancy or use of Airport land or Improvements, and (c) obtain and receive copies of all leases, Subleases, licenses, permits, certifications, ratings, Certificates of Insurance, and other documents required to be provided to or filed with the City. All inquiries regarding the PMCDs and/or compliance therewith shall be directed to the Administrator.

F. The Airport Manager or his/her designee shall have the power to make rules and regulations as necessary to manage, use, preserve and govern the Arlington Municipal Airport. The Airport Manager shall have the power to approve variances or exemptions to the PMCDs when special conditions, unusual situations, or unique circumstances exist.

ARTICLE II

DEFINITIONS

Section 2.01 Definitions

The following words and terms, when used in this Chapter, shall have the meanings hereinafter designated.

"Abandoned" means property, other than Aircraft or Vehicles, left at the Airport for 48 hours without the owner moving or claiming it.

"Accident" means a collision or other contact between any part of an Aircraft, Vehicle, equipment, person, stationary object and/or other thing which results in Property damage, personal injury, or death; or an entry into or emergence from a moving Aircraft, Vehicle, or Equipment by a person which results in personal injury or death to such person or some other person or which results in Property damage.

"Administrator" means that person (or designated representative thereof), appointed by the City, responsible for the administration and day-to-day operation and management of the Airport, all City owned Property, Vehicles, equipment, material, financial assets, and Employees at the Airport, and all employees assigned to the Airport.

"Aeronautical Activity" means any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of Aircraft. It shall also

mean any activity which contributes to, or is required for, the safety of such operations, and any activities which have a direct relationship to the operation of Aircraft or the operation of the Airport.

"Agency" means any federal, state, or local governmental entity, unit, organization, or authority.

"Agreement" means a written contract (e.g., lease agreement, permit, etc.), enforceable by law, executed by both parties, between the City and entity transferring rights or interest in land and/or Improvements and/or otherwise authorizing the conduct of certain Activities.

"Air Operations Area (or AOA)" means a portion of an airport which includes Aircraft Movement Areas, Ramps, and safety areas, and any adjacent areas that are not separated by adequate security systems, measures, or procedures.

"Air Traffic Control (or ATC)" means a service operated by an appropriate authority sanctioned and certified by the FAA for the control, separation, and movement of Aircraft in the air or on the ground.

"Aircraft" means a device that is used or intended to be used for flight.

"Aircraft Maintenance" means the repair, maintenance, alteration, calibration, adjustment, preservation, or inspection of Aircraft airframe, powerplant, propeller, and accessories (including the replacement of parts) as described in 14 CFR Part 43.

"Aircraft Operator" means a person who uses, causes to be used, or authorizes to be used an Aircraft, with or without the right of legal control (as Owner, Lessee, or otherwise) for the purpose of air navigation including the piloting of Aircraft or the operation of Aircraft on any part of the surface of an airport.

"Aircraft Storage Hangar" means any Hangar approved and used specifically for the purposes of Aircraft storage not including Aircraft Maintenance.

"Airport" means all land, Improvements, and appurtenances within the legal boundaries as it now exists on the Airport Layout Plan (or Exhibit A of the most recent FAA grant) and as it may hereinafter be modified at Arlington Municipal Airport (GKY).

"Airport Layout Plan, (or ALP)" means the FAA approved and City adopted drawing, as may be amended from time to time, which reflects an agreement between the FAA and City depicting the physical layout of an airport and identifying the location and configuration of current and proposed Runways, Taxiways, buildings, roadways, utilities, navaids, etc.

"Airside" means the Runways for landing and taking off of Aircraft, designated helipads, Taxiways and Taxilanes for ground movement of Aircraft, and Ramp for parking, loading, unloading, fueling, and servicing of Aircraft.

"Airworthy, Flyable Aircraft, or Airworthy in a Condition Safe for Flight" means an aircraft considered to be safe for flight, meeting the conditions set by the FAA in 14 CFR 91.7, and having (1) correct and valid certificates, documents and equipment in the aircraft, or available, (2) an annual or condition or progressive maintenance inspection completed and released by an appropriate authority that substantiates the aircraft is in a condition safe for flight, (3) a determination by the pilot in command that the aircraft is in a condition safe for flight.

"Association" means an entity legally formed and recognized under the laws of the State of Texas having an existence separate and apart from its members or shareholders (e.g., Limited Liability Company, Corporation, Partnership, Limited Partnership, etc.).

"Based Aircraft" means an Aircraft which has been or will be stored at the Airport for more than 183 calendar days over a one year period (including days that the Aircraft is operating off the Airport and not paying Based Aircraft storage rents or fees at another airport).

"Co-Op Fueling" means the fueling of an Aircraft by the Owner of the Aircraft or the Owner's Employee using Vehicles, Equipment, and resources owned by an approved Association.

"Courtesy Vehicle" means any Vehicle used to transport persons, baggage, or goods, or any combination thereof, on the Airport or between the Airport and off-airport locations such as hotels, motels, or other attractions for which no charge is levied (no Compensation is paid).

"Flight Training" means the training, other than ground training, received from an authorized instructor in an Aircraft.

"Foreign Object Debris (or FOD)" means any object found in an inappropriate location that – as a result of being in that location – can damage equipment or injure aircraft or airport personnel.

"Fuel Handling" means the transporting, delivering, fueling, dispensing, or draining of Fuel or Fuel waste products.

"General Aviation" means all aviation with exception of Air Carriers and the military.

"General Aviation Minimum Standards (or Minimum Standards)" means the qualifications, standards, and criteria set forth as the minimum requirements to be met as a condition for the right to engage in Activities at the Airport, as may be amended from time to time.

"Governance Documents" or "Primary Management and Compliance Documents" (PMCDs) means the compendium of Airport policies, standards, guidelines, rules, and regulations that govern the development, operation, and management of an airport, adopted by resolution of the City, as may be amended from time to time, including General Aviation Leasing/Rents and Fees Policy, General Aviation Minimum Standards, Rules and Regulations, and Design Standards.

"Hangar" means any fully or partially enclosed storage facility for an Aircraft.

"Jet Fuel" means the Fuel commonly utilized to power turbine-engine (Turboshaft, Turboprop, and Turbojet) Aircraft.

"Leased Premises" means the land and/or Improvements used exclusively under Agreement by an Operator, Lessee, or Sublessee.

"Movement Area" means the Runways, Taxiways, and other areas of the Airport which are utilized for taxiing, hover taxiing, takeoff, and landing of Aircraft (exclusive of Aircraft parking, loading, unloading, fueling, and servicing areas) where Aircraft are moved with radio contact with ATC or other Aircraft. The Movement Area includes all areas under the direct and positive control of ATC. Specific approval for entry onto the movement area must be obtained from ATC.

"Non-Commercial" means not for the purpose of securing earnings, income, Compensation (including exchange or barter of goods and services), and/or profit.

"Non-Commercial Self-Fueling" means the fueling of an Aircraft by the Aircraft Owner or the Owner's Employee(s) using the Aircraft Owner's Vehicles, Equipment, and resources.

"Non-Movement Area" means those portions of the Airport where Aircraft taxi or are moved without radio contact with ATC or other Aircraft.

"Notice to Airmen (or NOTAM)" means the guidelines regarding aeronautical operations issued by a representative of the FAA, the Administrator, ATC, or other authorized Agency.

"Operator" means an entity that has entered into an Agreement with the City to engage in Commercial Aeronautical Activities at the Airport.

"Owner" means the registered legal Owner of an Aircraft according to FAA records or a Vehicle according to the applicable state Department of Motor Vehicle records.

"Permittee" means an entity who has written permission from the City to conduct an Activity at the Airport according to the parameters established by a permit.

"Public Area" means those areas normally used by the general public. Such areas include restrooms, Airport Terminal Building lobbies, hallways, passage ways, roadways, walkways, sidewalks, and Vehicle parking lots. Public areas do not include the areas owned and/or leased by Commercial businesses unless such businesses so designate certain areas as public use areas. Public Areas do not include the AOA, Restricted Areas, and employee parking lots.

"Ramp" means the Paved areas of the Airport within the AOA designated by the City for parking, loading, unloading, fueling, or servicing of Aircraft.

"Refueling Vehicle" means any Vehicle used for transporting, handling, or dispensing of Fuels and lubricants.

"Repair Station" means a certificated Aircraft Maintenance facility approved by the FAA to perform specific maintenance functions. Repair Stations are certificated under 14 CFR Part 145.

"Restricted Area" means areas of the Airport, other than Public Areas, wherein entry or use thereof is restricted to authorized personnel (pursuant to applicable Regulatory Measures) including, but not limited to the AOA, Runways, Taxiways, Taxilanes, and fire lanes, airport maintenance facilities, mechanical rooms, electrical vaults, fire breaks and any other areas marked as such with signage.

"Runup" means an Aircraft engine operation above normal idle power for purposes other than initiating or sustaining taxiing or takeoff.

"Runway" means an area of the Airport developed and improved for the purpose of accommodating the landing and takeoff of Aircraft.

"Self-Fueling" means the Non-Commercial Fueling of an Aircraft by the Aircraft Owner or the Owner's Employee(s) using the Aircraft Owner's Vehicles, Equipment, and resources.

"Self-Fueling Permittee" means the Aircraft Owner or Aircraft Operator engaged in Self-Fueling, holding a valid Self-Fueling Permit issued by the City.

"Taxilane" means the portion of the Ramp used for access between Taxiways and Ramps. Taxilanes are always outside the Movement Area and differentiated from a Taxiway by the required Object Free Area requirements stipulated by the FAA.

"Taxiway" means a defined path, usually Paved, over which Aircraft can taxi from one part of an airport to another (excluding the Runway). ATC must have a clear line of sight to all Taxiway centerlines. Additionally, a Taxiway is further differentiated from a Taxilane by the required Object Free Area requirements stipulated by the FAA.

"Through-the-Fence" means an airport sponsor's grant, to an entity, of ground access by an aircraft, across the airport's property boundary, to the airport's airside infrastructure (commonly through-the-fence) and permission to engage in associated activities from property adjacent to the airport.

"Tie-down" means a Paved or unpaved area suitable for parking and mooring of Aircraft, wherein suitable anchoring points and related Equipment are located.

ARTICLE III

BOARDS

Section 3.01 Joint Airport Zoning Board

A. Subject to like provisions being made by the Commissioners Court of Tarrant County, Texas, by proper order duly promulgated and entered on its minutes, and as authorized by the provisions of Chapter 391 of the Acts of the Regular Session of the 50th Legislature of Texas, 1947, there is hereby created a Joint Airport Zoning Board, to be known as the Arlington-Tarrant County Joint Airport Zoning Board, which shall have the powers and exercise the duties set forth in Section 2 and 3 of Chapter 391 of the Acts of the Regular Session of the 50th Legislature, 1947.

B. The Arlington-Tarrant County Joint Airport Zoning Board shall be composed of five (5) members, two (2) to be appointed by the City Council of the City of Arlington, Texas, and two (2) members to be appointed by the Commissioners Court of Tarrant County, Texas. The fifth member shall be elected by a majority of the members so appointed, and said fifth member shall serve as Chairman of said Arlington-Tarrant County Joint Airport Zoning Board. Each member of said Board shall serve for a term of two (2) years and may be removed from such office for cause by the appointing authority, and the vacancy filled with a suitable person to serve out the unexpired term of any member whose place of the Board has become vacant for any cause.

Section 3.02 Dallas-Fort Worth Regional Joint Airport Zoning Board

A. There is hereby created a Joint Airport Zoning Board to be known as the Dallas-Fort Worth Regional Joint Airport Zoning Board, which shall have the powers and exercise the duties set forth in Vernon's Annotated Texas Statutes, Article 46e-1 through Article 46e-15, inclusive, as amended, or as may be amended in the future, commonly known as the "Airport Zoning Act"; provided, however, that all regulations adopted by the Joint Airport Zoning Board shall be administered by

the governing body of the political subdivision adopting the regulations, unless said governing body shall specifically provide otherwise.

B. The Dallas-Fort Worth Regional Joint Airport Zoning Board shall be composed of two (2) members to be appointed by each of the following political subdivisions within the airport hazard area of the Dallas-Fort Worth Regional Airport participating in its creation: Dallas, Denton and Tarrant Counties; Arlington, Bedford, Colleyville, Coppell, Dallas, Euless, Flower Mound, Fort Worth, Grand Prairie, Grapevine, Irving, Lewisville, Southlake and Westlake; and in addition, a Chairman elected by a majority of the members so appointed above.

C. Members shall be appointed for a term of two (2) years and may be removed by the authority which appointed them. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant.

D. There is hereby adopted the Airport Zoning Ordinance No. 71-100 of the Dallas-Fort Worth Regional Airport in the City of Arlington, a copy of which is on file with the City Secretary, providing for regulating and restricting the height of structures and objects of natural growth, and otherwise restricting the use of property on and in the vicinity of the Dallas-Fort Worth Regional Airport in the City of Arlington.

E. The Office of the Building Official is hereby appointed to be the administrative agency for the enforcement of the Airport Zoning Ordinance of the Dallas-Fort Worth Regional Airport in the City of Arlington.

Section 3.03 <u>Mid-Cities Joint Airport Zoning Board</u>

A. Subject to like provisions being made by the City Council of the City of Grand Prairie, Texas, by proper ordinance, duly promulgated and entered on its minutes, and as authorized by the provisions of Chapter 391 of the Acts of the Regular Session of the 50th Legislature, 1947, being Article 46e-1, et.seq., as amended, V.A.C.S., known as the "Airport Zoning Act", there is hereby created a Joint Airport Zoning Board, to be known as the Mid-Cities Joint Airport Zoning Board, which shall have the powers and exercise the duties, save and except any power to enact land use zoning and any requirements in connection therewith, as set forth in Section 2 and Section 3 of Chapter 391 of the Acts of the Regular Session of the 50th Legislature, 1947, as amended. Said Section 2 and 3 respectively being Article 46e-2 and 46e-3, V.A.C.S., as amended.

B. The Mid-Cities Joint Airport Zoning Board shall be composed of five (5) members, two (2) to be appointed by the City Council of the City of Grand Prairie, Texas, and two (2) members to be appointed by the City Council of the City of Arlington, Texas. The fifth member shall be elected by a majority of the

members so appointed and said fifth member shall serve as chairman of said Mid-Cities Joint Airport Zoning Board.

C. Term of Office:

1. Each member of the Mid-Cities Joint Airport Zoning Board shall serve for a term of two (2) years, except, as hereafter provided, for the initial members of said Board. The initially elected chairman of said Board shall serve a two (2) year term, with one (1) initially appointed member from each city serving a one (1) year term, and the other initially appointed member from each city serving a two (2) year term. The determination of the initial members' term of office, in accordance with the above-stated provisions, shall be made by the members of the Mid-Cities Joint Airport Zoning Board at its first meeting.

2. In addition to the above-stated terms for the initially appointed and elected members of said Board, there shall be added to the terms of office of the five (5) initial members of the Mid-Cities Joint Airport Zoning Board the period from the effective date of the creation of said Board to the 1st day of July, 1983.

3. Members appointed or elected to fill a vacancy existing on said Board shall be for the unexpired term of office.

D. All meetings of the Mid-Cities Joint Airport Zoning Board shall be held only after compliance with the requirements of the Texas Open Meeting Law.

1. The Mid-Cities Joint Airport Zoning Board shall keep accurate minutes of each meeting which a copy thereof shall be forwarded to the City Secretary of both the City of Grand Prairie and the City of Arlington within fifteen (15) days following each meeting. Said Board shall keep an accurate record of the names of the members who are present and absent from their meeting.

2. The Mid-Cities Joint Airport Zoning Board may establish requirements of attendance for its members and for automatic removal from office for unexcused absences.

E. The Mid-Cities Joint Airport Zoning Board shall hold its meetings in public buildings owned either by the City of Grand Prairie or the City of Arlington.

F. The term of office of the Airport Zoning Commission, which is required to be appointed by the Mid-Cities Airport Zoning Board in conformance with Article 46e-1, et.seq., V.A.C.S., as amended, shall expire upon the adoption by said Board of the ordinance for which the said Airport Zoning Commission was appointed.

ARTICLE IV

PERMITS

Section 4.01 Permits

A. There shall be a General Aviation Operator Permit valid for the time period indicated in the Permit as long as the information submitted by Operator is and remains current and the Operator remains in full compliance with all applicable General Aviation Minimum Standards and the Rules and Regulations of the Arlington Municipal Airport.

B. The Permit may not be assigned or transferred and shall be limited solely to the approved Activity identified in the Permit. For Lessees, the Permit shall be incorporated by reference into the Lessees' Agreement. The breach of any portion of the Permit by Operator, including the Application incorporated by reference thereto, shall be deemed a material breach of any associated Agreement allowing the City the option to terminate the Permit and/or the Agreement.

ARTICLE V

ENFORCEMENT

Section 5.01 Penalty

A. All owners, tenants, lessees, sublessees, persons in control of property or premises within the Airport, and persons who enter or use property within the Airport shall comply with the provisions of this Chapter as well as all other applicable laws, rules, and regulations.

B. Unless otherwise specified herein, a violation of any provision of this Chapter by any person, firm, corporation, agent or employee thereof shall be punishable as a misdemeanor, and upon conviction such person, firm, corporation, agent or employee thereof shall be fined in an amount not to exceed Five Hundred Dollars and No Cents ($500.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

C. If the definition of an offense does not prescribe a culpable mental state, then a culpable mental state is not required.

Section 5.02 Authority to Issue Citations

The Administrator or his/her authorized representatives shall have the power to issue one (1) or more citations for violations of this Chapter in accordance with Article VI of the Municipal Court Chapter, as amended.

ARTICLE VI

GENERAL PROVISIONS

Section 6.01 Purpose

The purpose of these General Provisions is to protect the public health, safety, interest, and general welfare of the Operators, Lessees, Sublessees, Permittees, and users of the Arlington Municipal Airport (Airport), and to restrict or prevent any activity or action which would interfere with the safe, orderly, and efficient use of the Airport.

Section 6.02 Security

A. Gates providing access to the Air Operations Area (AOA) shall remain closed, locked, and secured except when actually in use. Manual Security gates actually in use shall be immediately closed and secured. Only persons authorized by the Administrator shall be allowed to control an open Security gate.

B. Tampering with, interfering with, or disabling the lock or closing mechanism, or breaching any security device is prohibited unless authorized by the City. Persons who have been provided a code or device for the purpose of obtaining access to a Restricted Area shall not, under any circumstances, convey the code or device to any other person unless authorized in writing by the City.

C. Leased Premises are expressly for the conduct of the Lessee's or Sublessee's activities. No person (other than its employees or customers) shall use or Loiter on such premises without permission of the Lessee or Sublessee. The Airport shall not be used to camp or stay overnight without permission of the Administrator.

Section 6.03 Animals

A. No person shall:

1. Abandon any animal on Airport property.

2. Permit animal defecation caused by an animal owned or possessed by him or her to remain on Airport property, unless properly disposed of in a trash receptacle.

3. Permit an animal owned or possessed by him to run at large, nor permit any such animal on Airport property unless it shall at all times be restricted or kept on a leash no greater than six (6) feet in length. Nor shall any person allow an animal owned or possessed by him to remain unattended on Airport property.

B. It is an affirmative defense to Section 6.03(A)(3), as amended, that:

1. The animal is a police service animal under the supervision of a police officer in the performance of his/her official duties;

2. The animal is a "service dog" performing duties of assisting the disabled.

Section 6.04 <u>Safe Operation of Equipment and Aircraft</u>

No person shall start, move, use, or interfere with the safe operation of any Aircraft, Vehicle, or equipment without the owner's permission or by specific direction of Airport Operations.

Section 6.05 <u>Abandoned, Derelict, or Lost Property</u>

Property shall not be abandoned at the Airport. Abandoned, derelict, or lost Property found in Public Areas shall be reported or turned in to the City.

Section 6.06 <u>Commercial Activities</u>

A. Any entity or individual engaging in a Commercial Aeronautical Activity shall complete all relevant and applicable sections of the General Aviation Operator and Lessee Application and obtain a General Aviation Operator Permit from the City prior to engaging in the desired Commercial Activity.

B. Any entity desiring to engage in Commercial photography or filming at the Airport shall obtain written permission from the City prior to engaging in such activity.

ARTICLE VII

AIRCRAFT RULES AND REGULATIONS

Section 7.01 Regulatory Measures

Aeronautical Activities shall conform to 14 Code of Federal Regulations, PMCDs, any other applicable law, and the directives of the Administrator or Air Traffic Control personnel.

Section 7.02 Parking and Storage

A. Aircraft shall be parked within the confines of the assigned or designated Tie-down or parking space and shall not block a Taxiway, Taxilane, or obstruct access to other Aircraft storage or parking areas, vehicles, equipment, gates, or other facilities. Unless utilizing a Leased Premises or as otherwise provided in an Agreement, no person shall use any area for the parking, staging, and storage of Aircraft, without prior written permission of the City. In the event a person uses any area for Aircraft parking, staging, or storage without first obtaining the prior written permission of the City, the City may remove and store the Aircraft at the risk, cost, and expense of the Aircraft Owner or Aircraft Operator without liability to the City.

B. Aircraft Operators shall ensure Aircraft are properly secured when parked and/or stored. Moored lighter-than-air Aircraft shall have at least one person monitoring the safety of the mooring for the duration of the mooring.

ARTICLE VIII

OPERATOR, LESSEE, AND SUBLESSEE RULES AND REGULATIONS

Section 8.01 Security

Gates or doors which provide access to a Restricted Area through Leased Premises shall remain closed, locked, and secured except when actually in use. All gates, chains, doors, locks and all other safeguards on the Leased Premises shall be maintained in good working order.

Section 8.02 Aircraft Hangars

A. Aircraft Hangars shall only be used for the parking and storage of Aircraft and associated Aircraft equipment and supplies as approved by the City or as otherwise stipulated in an Agreement. To the extent of any conflict, this section controls over the Fire Prevention Chapter, Construction Chapter, or any other provision of the Code of Ordinances of the City of Arlington. Use of Aircraft Hangars shall be subject to the following restrictions:

1. A person shall not stay overnight in an Aircraft Storage Hanger, or in an office attached to an Aircraft Storage Hangar. A pilot or flight crew may remain overnight in short-term flight crew quarters within a Fixed Base Operator's facilities.

2. The owner or pilot housing an aircraft in an Aircraft Storage Hangar may only perform preventive maintenance as defined in the 14 CFR Part 43, Appendix A to Part 43 - Major Alterations, Major Repairs, and Preventive Maintenance on any aircraft owned or operated by that pilot which is not used under part 121, 129, or 135, so long as such maintenance activity conforms with the City's Building/Fire Codes.

3. Oily rags, waste oil, or other materials soiled with petroleum-based products shall be stored in containers with self-closing, tight-fitting lids, and be disposed of in accordance with applicable Regulatory Measures.

Section 8.03 Right of Entry

A. The Administrator or his/her designee shall have the right of entry at reasonable times for repairs, maintenance, modification, or inspection of all facilities, buildings, and Improvements at the Airport.

B. If such building or premises are occupied, the Administrator or his/her designee shall first present proper credentials and request entry. If such building or premises are unoccupied, the Administrator or his/her designee shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. If such entry is refused, or if no owner or other person having charge or control of the building or premises can be located, the Administrator or his/her designee may enter the property or premises through a warrant or any other remedy provided by law.

C. The Administrator, his/her designee, and the Fire Department shall have the right of entry to facilities, buildings, and Improvements without advanced notification during emergencies, as allowed by law. Emergencies may include, but shall not be limited to, fire, acts of nature, or Hazardous Materials spill or leak, or for the protection of persons or Property.

ARTICLE IX

AVIATION FUELING RULES AND REGULATIONS

Section 9.01 Non-Commercial Self-Fueling

A. A Self-Fueling Permittee shall not sell and/or dispense Fuels to Aircraft that are not owned, leased, and/or operated by and under the full and exclusive control of the Self-Fueling Permittee and identified to the City. Any such selling or dispensing shall be grounds for revocation of the Permit by the City as well as the collection of all applicable fines or other charges.

1. Revocation upon first violation will be for a period of one year.

2. Revocation upon a second violation shall be permanent.

B. **Permit Required.** An individual shall not engage in Self-Fueling unless a valid Self-Fueling Permit authorizing such activity has been issued by the City, and the Self-Fueling Permittee is in full compliance with these Non-Commercial Self-Fueling regulations. The Self-Fueling Permittee shall:

1. Provide evidence of Aircraft ownership, lease, or operation with full and exclusive control. The City will determine if the lease or operating agreement demonstrates that the Self-Fueling Permittee has the full and exclusive control of the Aircraft.

2. Comply with all applicable laws pertaining to aviation use fuel tax when remitting payment in compliance with Publication 510. Self-Fueling Permittee shall maintain written records of compliance with all applicable laws for the use of Fuel utilized in Aircraft and provide records upon request by the City.

3. On or before the 10th day of the subsequent month, provide a summary report to the City identifying the number of gallons of: (i) aviation Fuel purchased by Self-Fueling Permittee (by Fuel type), (ii) delivered to Self-Fueling Permittee's Fuel storage facility (by Fuel type), and (iii) dispensed to Self-Fueling Permittee's Aircraft at the Airport and pay the appropriate fees due to the City at the Airport administrative office.

4. Make records and meters available for review by the Airport Manager and/or their designee. In the case of a discrepancy between the amount of Fuel purchased by and/or delivered to Self-Fueling Permittee and the amount of Fuel delivered to Self-Fueling Permittee's Aircraft and/or dispensed by Self-Fueling Permittee at the Airport, the greater amount

shall prevail and the Self-Fueling Permittee shall promptly pay all additional fees due the City at the Airport administrative offices, plus annual interest on the unpaid balance at the maximum rate allowable by law from the date originally due.

5. Conduct Self-Fueling Operations only in those areas designated by the City as identified in the Self-Fueling Permit. Pouring or gravity transfer of Fuel and Fueling from containers having a capacity of more than 5 gallons is prohibited.

C. **Fueling Equipment.** Self-Fueling Permittee shall utilize a Refueling Vehicle for dispensing Fuel. Refueling Vehicle shall be solely owned, leased, and/or operated by (and under the full and exclusive control of) the Self-Fueling Permittee. Self-Fueling Permittee shall utilize a single Refueling Vehicle for each type of Fuel to be dispensed as follows:

Refueling Vehicles	
Jet Fuel	
• Minimum capacity (gallons)	1,000
Avgas	
• Minimum capacity (gallons)	500

Self-Fueling Permittees utilizing an FBO Fuel storage facility shall park the Refueling Vehicle on the FBO's Leased Premises when not in use. Self-Fueling Permittees utilizing off Airport Fuel storage must park the Refueling Vehicle off Airport when not in use.

D. **Fuel Storage Facilities.** Self-Fueling Permittee shall demonstrate that satisfactory arrangements have been made for the storage of Fuel, as follows:

1. Through an authorized FBO at the Airport;

2. Off Airport; or

3. Through Self-Fueling Permittee's Fuel storage facility at the Airport in a location consistent with the Master Plan, Airport Layout Plan, and/or Land Use Plan and approved by the City.

Self-Fueling Permittees shall lease land and own or lease an above ground Fuel storage facility in the designated Fuel storage area as follows:

Fuel Storage Facility	
Jet Fuel	
• Number of tanks	1
• Minimum total capacity (gallons)	10,000
Avgas	
• Number of tanks	1
• Minimum total capacity (gallons)	10,000

A Fuel storage facility in the designated Fuel storage area shall denote the Aircraft FAA N-Number(s) identified on the Self-fueling Permittee's Self-Fueling Permit with 12-inch characters on each side of the Fuel storage facility.

ARTICLE X

CONTROL OF VEHICLES

Section 10.01 Equipment

A. Trailers and semi-trailers shall not be disengaged from towing Vehicles.

B. Storage of trailers in hangars is prohibited.

C. Vehicles constructed, equipped, loaded, or maintained so as to endanger persons or Property are prohibited.

D. No tank Vehicle, truck, or semi-trailer used for the transportation of flammable liquids, Fueling, or defueling of Aircraft shall be operated on the AOA without prior written approval of the City.

E. Vehicles hauling trash, dirt, or any loose material(s) shall secure and cover the Vehicle's load.

F. Positive locking couplings are required for all towing Vehicles and related equipment.

Section 10.02 Air Operations Area

A. Vehicles used exclusively on the AOA shall be equipped with an approved and fully operational amber (or red for Emergency Vehicles only) rotating, flashing, or steady beacon on the roof or uppermost point of the Vehicle providing 360 degree view and in compliance with AC 150/5210-5B. The beacon shall be

activated prior to entering the AOA and shall remain in operation while the Vehicle is on the AOA.

B. Vehicle Operators using the AOA on an irregular basis must obtain permission from the City or be escorted by an authorized Vehicle Operator and shall proceed directly to the destination without entering the Movement Area.

Section 10.03 Parking or Stopping

A. Vehicles shall not be parked or stopped in such a manner so as to obstruct Aircraft, pedestrians or Vehicles. If a temporary closure is necessary, such as to load or unload Aircraft, or cargo, the Vehicle Operator shall contact Airport Operations for assistance.

B. Vehicles shall be parked only in designated parking areas unless otherwise approved in writing by the City. Parking on unpaved or grassed areas is prohibited unless approved by the Administrator.

C. Employees of Operators, Lessees, or Sublessees shall use employee parking areas on the Leased Premises, or in public parking areas, as designated by the City. All service Vehicles or equipment shall be parked in specially reserved and marked areas on the Leased Premises.

D. Aircraft Operators may park Vehicles inside the Hangar or outside the Hangar in designated parking areas while the Aircraft is gone. Aircraft Operators using Tie-downs for Aircraft storage may park Vehicles in designated public parking areas only while the Aircraft is gone.

E. Displaying Vehicles, aircraft, and/or equipment for sale, lease, or rent is prohibited.

F. Boats, rafts, jet skis, snow mobiles, dune buggies, dirt bikes, all-terrain Vehicles, race cars, recreational Vehicles, trailers, and other similar Vehicles shall not be parked or stored in a Hangar or anywhere else on the Airport.

ARTICLE XI

FEES

Section 11.01 Fees

For the use of goods and other administrative services, a fee may be charged in an amount set by resolution from time to time.

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 Five Hundred Dollars and No Cents ($500.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

3.

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Arlington, and this ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

4.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

5.

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of Arlington in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

6.

Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Arlington in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Arlington.

7.

The caption and penalty clause of this ordinance shall be published in a newspaper of general circulation in the City of Arlington, in compliance with the provisions of Article VII, Section 15, of the City Charter. Further, this ordinance may be published in pamphlet form and shall be admissible in such form in any court, as provided by law.

8.

This ordinance shall become effective ten days after first publication.

PRESENTED AND GIVEN FIRST READING on the _____ day of _____, 2015, 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 _____, 2015, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

_____
W. JEFF WILLIAMS, Mayor

ATTEST:

_____
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY_____

Staff Report

Specific Use Permit SUP15-6 (Blood Moon Gallery)	
City Council Meeting Date: 11-10-15	Document Being Considered: Ordinance

RECOMMENDATION
Following the public hearing, consider Specific Use Permit SUP15-6.

PRIOR BOARD OR COUNCIL ACTION
On October 7, 2015, the Planning and Zoning Commission recommended approval of SUP15-6 by a vote of 6-1-0 with the following stipulations:

- The hours of operation would be no later than 10:00 p.m. weekdays and 12:00 p.m. on weekends.
- The business would use no amplified sound.

On October 27, 2015, the City Council continued SUP15-6 by a vote of 9-0-0, at the applicant's request.

ANALYSIS
Request - The applicant requests approval of a Specific Use Permit (SUP) for a tattoo parlor addressed at 1718 South Cooper Street, and generally located south of West Park Row Drive and west of South Cooper Street.

Tattoo parlors are permitted by right in the General Commercial (GC), Light Industrial (LI) and Industrial Manufacturing (IM) zoning districts. However, an SUP approval is required for a tattoo parlor use in the Community Commercial (CC) zoning district.

A SUP provides a means to develop certain uses on a property while ensuring that the use is compatible with adjacent property and consistent with the character of the neighborhood. Approval of a SUP may establish reasonable conditions on the operation or location of the business with site upgrades including landscaping and signage.

Site Information - The proposed tattoo parlor will be located in approximately 1,200-square-foot leased space in an existing 6,000-square-foot retail shopping center, developed on a 0.6-acre site addressed at 1720 South Cooper Street. This parcel is platted as Lot 1 of the Larry Conley Addition, and zoned CC. Access to the site is via Lynda Lane to the south and South Cooper Street to the east.

The site has no existing green space as it is a fully paved lot and the applicant is not proposing any site upgrades, except for the installation of three planters. The planters shall be placed one at each end of the parking row directly facing the structure and one located near the drive approach on Lynda Lane.

Since this will be a 'change of use' for that tenant space, the existing two pole signs on this lot will have to be removed, per Section 7.2.2.A. Change in Use, of the Unified Development Code. The site is eligible for one 20-foot tall, 75-square-foot multi-tenant ground sign.

Surrounding Land Uses – The subject site, located at the northwest corner of South Cooper Street and Lynda Lane, is currently zoned Community Commercial (CC), and

presently includes office and personal services uses. Property to the north is also zoned CC and developed as a drive-through restaurant. Property across the street to the east is zoned CC and is developed as a shopping center including office, restaurant, and retail uses. The property to the south across Lynda Lane is also zoned CC and is developed as a drive-through restaurant. West of the site is also CC-zoned but is a residential use, developed with a single family home. While the subject property sits adjacent to commercially zoned properties, the predominant development in the area is residential.

Sector Plan Conformity – The proposed tattoo parlor would be located within a tenant space in the existing building, which includes a mix of offices and personal service uses. Because of the residentially zoned property adjacent to the west of the subject site, there is potential that the addition of the use at this location may have a negative effect on the area, given the unusual hours of operation typically kept by this use.

When considering whether to approve a request for an SUP, the Planning and Zoning Commission (and/or City Council) is required to base its decision on its findings of the extent to which the proposed use: (1) complies with the general criteria of Section 10.3.8 of the UDC (which includes allowing a use that is consistent with the Comprehensive Plan); (2) complements or is compatible with the surrounding uses and community facilities; and (3) contributes to, enhances, or promotes the welfare of the area and adjacent properties.

This request for a SUP is in potential conflict with the Comprehensive Plan, if stipulations are not included to preserve the residential character of the surrounding neighborhoods. The proposed tattoo parlor is not compatible, nor does it complement the surrounding uses. Such a use does not contribute to, enhance, or promote the welfare of the area and adjacent properties.

FINANCIAL IMPACT

None

ADDITIONAL INFORMATION

Attached:	Ordinance with Exhibits A and B Case Information with P&Z Summary Site Plan (1 page) Letter of Opposition
Under separate cover:	None
Available in the City Secretary's office:	None

STAFF CONTACTS

Gincy Thoppil, AICP	Kevin Charles
Development Planning Manager	Senior Planner
Community Development and Planning	Community Development and Planning
817-459-6662	817-459-6515
Gincy.Thoppil@arlingtontx.gov	Kevin.Charles@arlingtontx.gov

Ordinance No. ____

An ordinance approving Specific Use Permit SUP15-6 for a Tattoo Parlor located at 1718 South Cooper Street and being a portion of a certain property known as 1720 South Cooper Street which is currently zoned Community Commercial (CC); amending the Zoning District Map accordingly; authorizing the building official to issue permits upon an 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 Specific Use Permit SUP15-6 on October 7, 2015;

WHEREAS, after notice and public hearing, and upon consideration of the recommendation of the Commission and of all testimony and information submitted during the public hearing, the City Council has determined that the use will: complement or be compatible with the surrounding uses and community facilities; contribute to, enhance or promote the welfare of the area of the SUP and adjacent properties; not be detrimental to the public health, safety or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council has determined that it is in the best interest of the public and in support of the health, safety, morals, and general welfare of the citizens that the specific use permit be approved. Now, therefore,

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

1.

A specific use permit for a tattoo parlor is hereby approved for a portion of a building commonly identified as 1718 South Cooper Street (the same property being a 1200 square foot portion of a building located at 1720 South Cooper Street) and being more particularly described in Exhibit A, and the Zoning District Map shall be amended to reflect the change made by this ordinance. Development and use of the property shall be in compliance with this ordinance, the conditions stated in Exhibit B, and the attached site plan. In the event of a conflict between the provisions in Exhibit B and the provisions in any other exhibit, the provisions in Exhibit B control.

2.

If no development activity has commenced on the property described in Exhibit A within two years after the date of City Council approval, the Specific Use Permit shall

expire, unless the director of Community Development and Planning grants an extension as provided in Section 10.3.10.B of the Unified Development Code.

3.

Any person, firm, corporation, agent or employee thereof who violates any of the provisions of this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be fined an amount not to exceed Two Thousand Dollars and No Cents ($2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

4.

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Arlington; and this ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

5.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

6.

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of Arlington in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

7.

Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Arlington in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Arlington.

8.

The caption and penalty of this ordinance shall be published in a newspaper of general circulation in the City of Arlington, Texas, in compliance with the provisions of Article VII, Section 15, of the City Charter. Further, this ordinance may be published in pamphlet form and shall be admissible in such form in any court, as provided by law.

9.

This ordinance shall become effective upon second publication.

PRESENTED AND GIVEN FIRST READING on the 10th day of November, 2015, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the 17th day of November, 2015, by a vote of ___ayes and __ nays at a regular meeting of the City Council of the City of Arlington, Texas.

_____
W. JEFF WILLIAMS, Mayor

ATTEST:

_____
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY _____

SUP15-6

EXHIBIT "A"

BEING a 1,200 square feet portion of land out of Lot 1, Block 1, Larry Conley Addition, an addition to the City of Arlington, according to the plat recorded in Volume 388-57, Page 574, of the Plat Records of Tarrant County, Texas.

AND being generally located south of West Park Row Drive and west of South Cooper Street with the applicable portion of the building being identified as 1718 South Cooper Street, the same being on a lot addressed as 1720 South Cooper Street.

SUP15-6

EXHIBIT "B"

1. The zoning of the parcel addressed at 1720 South Cooper Street site is Community Commercial (CC) with a Specific Use Permit (SUP) for a Tattoo Parlor located in a suite addressed as 1718 South Cooper Street.

2. The portion of the building (which is addressed as 1718 South Cooper Street) shall not exceed 1,200 contiguous square feet.

3. The hours of operation shall be restricted to no later than 10:00 p.m. on weekdays (Sunday through Thursday nights) and 12:00 p.m. on weekends (Friday and Saturday nights).

4. No amplified sound shall be allowed.

5. Use and development of the property shall be in compliance with the attached SUP plan (1 page).

6. In the event of a conflict between the provisions in this Exhibit B and any other exhibits to this ordinance, the provisions of Exhibit B control.

Case Information

Applicant: Blood Moon fine art and tattoo gallery, represented by Nancy Etter

Property Owner: Juan Tijerina

Sector Plan: Central

Council District: 5

Allowable Uses: All uses as itemized in attachment ii.

Development History: The subject site is currently platted as Lot 7, of the Oakhill Acres Addition.

There have been no previous zoning cases in the general vicinity in the last five years.

Transportation: The proposed development has two points of access.

Thoroughfare	Existing	Proposed
Lynda Lane	50-foot; 2-lane undivided minor collector	50-foot; 2-lane undivided minor collector
South Cooper Street	130-foot, 6 lane divided, arterial	130-foot, 6 lane divided, arterial

Traffic Impact: The zoning change will have no significant impact to the adjacent roadway system.

Water & Sewer: Water and sanitary sewer services are available to the subject site.

Drainage: The site is located within the Rush Creek drainage basin. No portion of the site is located in a floodplain. No significant drainage impacts are expected to result from development of this site as long as the site complies with relevant city ordinances.

Fire: Fire Station Number 3, located at 1820 South Fielder Road, provides protection to this site. The estimated fire response time is five minutes, which is in keeping with recommended standards.

School District: This property is located in the Arlington Independent School District (AISD) and shall have no impact on the schools serving this site. The elementary, middle, and high schools that will serve the subject site are under capacity.

Case Information

Notices Sent:

Neighborhood Associations:	ACTION North Arlington Alliance for Responsible Government East Arlington Review Far South Arlington Neighborhood Assn Forest Hills HOA Northern Arlington Ambience WeCan (West Citizen Action Network) Arlington ISD Kennedale ISD Mansfield ISD FW ISD HEB ISD Arlington Townhome HOA Heart of Arlington Neighborhood Assn Pine Grove HOA
Property Owners:	14
Letters of Support:	0
Letter of Opposition:	0

PLANNING AND ZONING COMMISSION SUMMARY:

Public Hearing: October 7, 2015

Specific Use Permit SUP15-6 (Blood Moon Gallery – 1718 South Cooper Street)

Application for approval of a Specific Use Permit for a Tattoo Parlor on approximately 0.6 acres currently zoned Community Commercial (CC); generally located south of West Park Row Drive and west of South Cooper Street.

Present to speak in support of this case was Nancy Etter, 1718 South Cooper Street, 76013. Also present in support of this case were Misty Day 3508 Andover Drive, Bedford, 76021; Grant Day 3508 Andover Drive, Bedford, 76021; Michael Green, 625 South Holiday Drive, Grand Prairie, 75052; Kenny Haney, 6208 Musket Lane, 76002; 6208 Musket Lane, 76002; Paul Nehib, 1718 South Cooper Street, 76010; Salina Berquist, 2824 Barco, Grand Prairie, 75054; Barbara Creason, 2009 Downey Drive, Fort Worth, 76112; and Robert Laseter, 5203 Chimney Court, 76016.

Present to speak in opposition to this case was Barbara Salser, 1819 Brookview, 76010. Also present in opposition to this case was Richard Weber, 2703 Crestmoor Court, 76016.

Commissioner Croxton moved to Approve Specific Use Permit SUP15-6 with the following stipulations:

- The hours of operation would be no later than 10:00 p.m. weekdays and 12:00 p.m. on weekends
- The business would use no amplified sound

Seconded by Commissioner McCurdy, the motion was approved by a vote of 6-1-0.

AYES: Fowler, Croxton, McCurdy, Reilly, Talambas, R. Smith
NAYS: McAlister
ABSTAIN: None

APPROVED

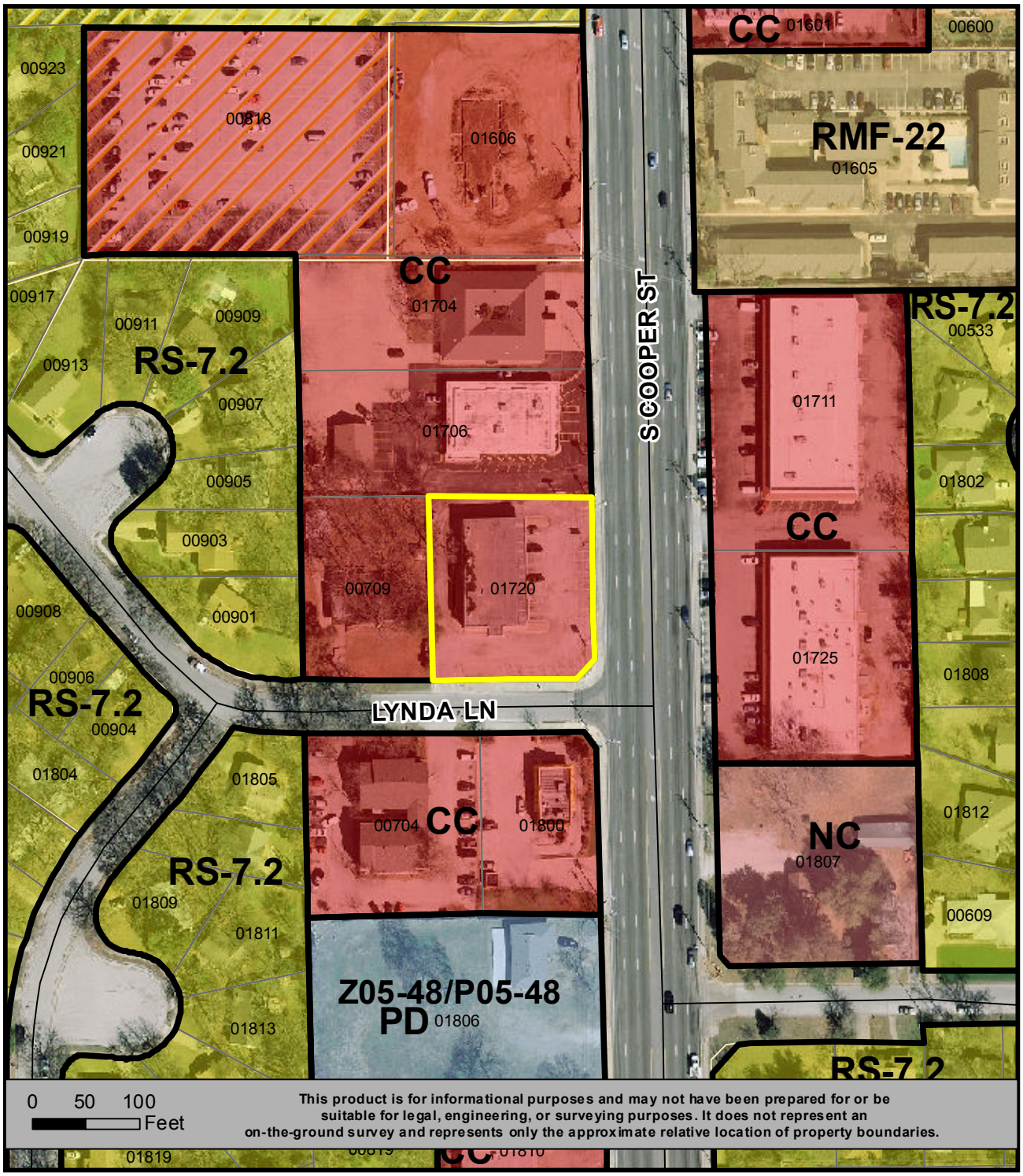
Itemized Allowable Uses

Allowable Uses: **Community Commercial (CC)**

Permitted – Nursing home, Art gallery or museum, Government administration and civic buildings, Domestic violence shelter, Mortuary/crematory/funeral chapel, Philanthropic institution (other than listed), Religious assembly, Business school, Public or private school, University/college/seminary, Hospital, Medical or dental office or clinic, Cemetery, Community garden, Public park or playground, Crop production, Gasoline sales, Catering service, Restaurant, Restaurant/take-out and delivery only, Office/business or professional, Telemarketing call center, Day care center, Private club/lodge/fraternal, General personal services (other than listed), Massage therapy clinic, Recreation/ indoor (other than listed), Wedding chapel, Country club, Golf course, Major tourist attraction, General retail store (other than listed), Firearm sales, Pawn shop, Second-hand goods store, Swimming pool/spa and accessory sales and service, Medical or scientific research laboratory, Electric utility substation, Radio or TV station or studio, Utility lines, towers or metering station.

Specific Use Permit – Halfway House, Hospital/psychiatric, Hotel/limited service, Residence hotel, Bail bond service, Banquet hall, Billiard parlor, Tattoo parlor, Bowling alley, Bingo hall, Gun range, Night club, Recreation general outdoor (other than listed), Marina, Specialty paraphernalia sales, Wrecker service, Gas well, Transit passenger terminal, Utility installation other than listed, Telecommunication Facilities Towers >75 ft., Stealth towers >100 ft., Self-storage facility.

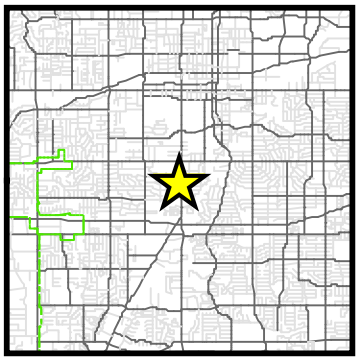
Conditions – Kennel/commercial, Veterinary clinic, Motor vehicle rental, Financial services, Restaurant with drive-through, Sidewalk café, Hotel/full service, Skating rink, Teen club, Theatre indoor, Building and landscaping materials and lumber sales, Nursery/garden shop or plant sales, Food processing, Custom and craft work, Telecommunication Facilities Building-mounted antennae and towers, Telecommunication Facilities Towers ≤75 ft., Stealth towers ≤100 ft.



LOCATION MAP
SUP15-6

Specific Use Permit For Tattoo Parlor

N
W E
S



Prepared: 9-1-2015 iii-1 KC

SUP15-6

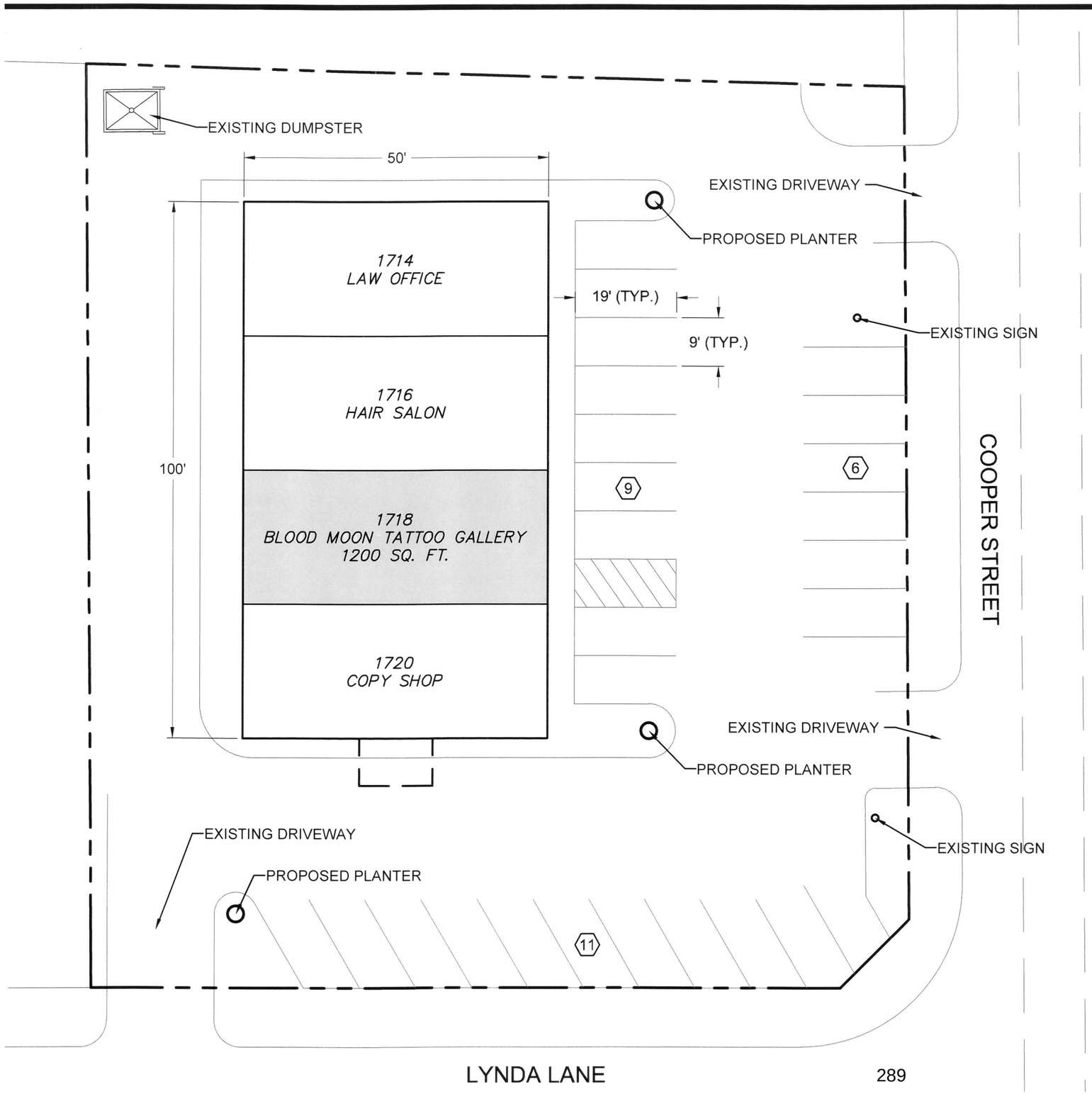
South of West Park Row Drive and west of South Cooper Street

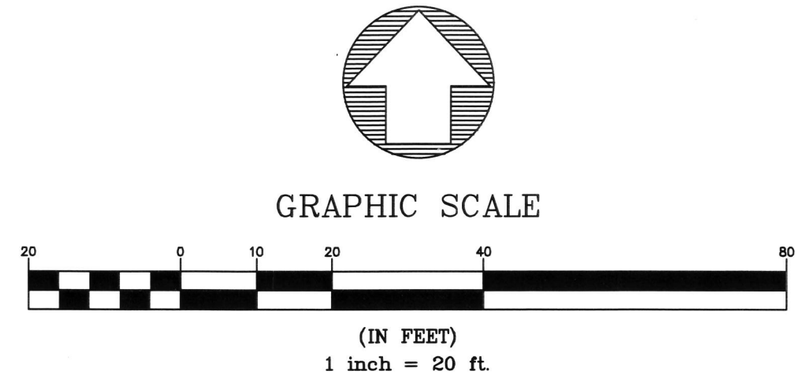
View of the adjacent development to the east across South Cooper Street.

View of the adjacent development to the south across Lynda Lane.

View of the adjacent development to the north.

View west, looking at the subject site.





BLOOD MOON TATTOO GALLERY

1718 S. COOPER STREET
ARLINGTON, TEXAS

HANA Heart of Arlington Neighborhood Association

P.O. Box 2386, Arlington, Texas 76004-2386
hana@hana-tx.org

October 5, 2015

Planning and Zoning Commission
City of Arlington
101 West Abram Street
Arlington, Texas 76010-7102

Gentlemen:

The Heart of Arlington Neighborhood Association opposes the proposal detailed in SUP15-6 for a Specific Use Permit for a tattoo parlor at 1718 South Cooper Street.

In our view a tattoo parlor at this location is incompatible with the existing businesses, especially the food establishments, in this vicinity. We believe that permitting such a business to operate at this location would have a negative effect on the general area and on neighboring businesses.

We also feel that a tattoo parlor should not be located so near a high school. While it is illegal for most students to patronize such a business, it is best not to place temptation so close.

Yours sincerely,

Richard F. Thomas, Jr

Richard F. Thomas, Jr.
President

Staff Report

Zoning Case PD15-9 (Rhett Estates)	
City Council Meeting Date: 11-10-15	Document Being Considered: Ordinance

RECOMMENDATION

Following the public hearing, consider Planned Development PD15-9, with a Development Plan.

PRIOR BOARD OR COUNCIL ACTION

On October 7, 2015, the Planning and Zoning Commission recommended approval of PD15-9 by a vote of 7-0-0 with the following stipulation:

- Trees planted on site will be a minimum of four inch caliper in size.

On October 27, 2015, City Council continued the public hearing to the November 10, 2015 meeting by a vote of 9-0-0.

ANALYSIS

Request - The applicant requests to change the zoning on approximately 3.812 acres addressed at 3712 Kelly Perkins Road, and generally located south of Curt Drive and west of Kelly Perkins Road.

Current zoning:	Residential Single-Family 7.2 (RS-7.2)
Requested zoning:	Planned Development (PD) for all Residential Single-Family 7.2 (RS-7.2) uses, with a Development Plan.

Existing Conditions

The subject property is currently developed with one single family detached structure, which is set back approximately 540 feet from the front property line along Kelly Perkins Road. All of the surrounding area is zoned RS-7.2. The area north of the subject site consists primarily of residences on large single family lots with an average lot size of approximately 60,000 square feet. The preliminary plat for Belle Maison Estates proposes 13 new lots with an average size of 9,900 square feet. The area south of the subject site consists of residential subdivisions with an average lot size of approximately 10,000 square feet.

The property has frontage on Kelly Perkins Road to the east. Kelly Perkins Road has a rural character, being a two-lane undivided local road with 50-foot right-of-way. Across from Kelly Perkins Road is the City of Pantego.

Development Plan

The applicant proposes to develop the area in front of the existing house on the subject site with eight residential lots deriving access through a private street running east-west along the center of the site, ending in a cul-de-sac. This nine-lot subdivision will be gated and shall have a homeowners association responsible for maintaining the perimeter landscaping, private street, and fencing.

Through the rezoning of this site to a Planned Development, the applicant is requesting a deviation to the required minimum lot depth for RS-7.2 zoning, to be reduced from 100 feet to 75 feet.

Additionally, the applicant proposes to increase the minimum lot width, lot area, and gross living area of the dwelling units.

The following table compares the proposed standards for the Rhett Estates with the dimensional standards required for RS-7.2 zoning district.

Dimensional Standards	**RS-7.2**	**Proposed Rhett Estates**
Lot Dimensions:		
Lot Area (minimum)	7,200 square feet	Complies. (Ranges from 7,488 sq.ft. to 11,405 sq.ft. for the proposed eight new lots. The existing house would have a separate 61,509 sq.ft. lot.
Lot Width (minimum)	60 feet	Complies. (Ranges from 100 to 153 feet)
Lot Depth (minimum)	100 feet	Does not comply. (75 feet for the proposed eight new lots)
Lot Coverage (maximum)	50%	Shall comply
Gross Living Area (minimum)	1,500 square feet	2,000 square feet
Setbacks:		
Street front (minimum)	20 feet	Shall comply
Street side (minimum)	15 feet	Shall comply
Interior side/rear (minimum)	5 feet	Shall Comply

The applicant is proposing to add the following development standards above and beyond the minimum requirements in the Unified Development Code (UDC):

- The minimum roof pitch of the new dwelling units shall be 8:12. The existing house has a roof pitch of 6:12.
- No front-facing garages shall be allowed unless separated by a porte-cochere.
- A six-foot tall stone and/or brick wall is proposed along Kelly Perkins Road.
- All trees shall be a minimum four caliper inches in size (Per P&Z stipulation).

Streetscape

Along Kelly Perkins Road, there is an existing 30-foot pipeline easement, of which 19 feet shall be dedicated for future right-of-way (ROW). In the same easement area, the applicant is proposing to install landscaping, access control location, stacking lane, and five-foot wide sidewalk.

The development is gated and will provide a 28-foot private street with 11-foot parkway on either side. In the parkway area, two trees shall be provided per lot; however, no sidewalk is proposed. No sidewalk has been proposed in the parkway.

Sector Plan Conformity

The Comprehensive Plan contains goals to develop residential neighborhoods with a variety of housing styles, to encourage the provision of affordable quality housing to attract new middle and upper income families to Arlington, as well as providing high quality housing options for Arlington's current residents.

The Hike and Bike Plan calls for an off-street trail along the Kelly Perkins Road frontage at this site. To plan for the future trail, a planted buffer of three to five feet (5 feet preferably) between the edge of the sidewalk and the back of the curb, or the edge of the sidewalk and

the edge of the street, shall be provided. If it is less than five feet, a physical barrier should be provided between the sidewalk and roadway. The dedicated 12-foot trail should begin from this setback.

The proposed single-family development is consistent with the strategies and goals in the Comprehensive Plan, as it increases the available supply of upper-income housing and provides a pleasant residential neighborhood environment in west Arlington.

FINANCIAL IMPACT

None

ADDITIONAL INFORMATION

Attached:	Ordinance with Exhibits A and B Case Information with P&Z Summary Development Plan (6 pages)
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

Kevin Charles, MPA
Senior Planner
Community Development and Planning
817-459-6515
Kevin.Charles@arlingtontx.gov

Ordinance No. _____

An ordinance changing the zoning classification on certain property known as 3712 Kelly Perkins Road to Planned Development (PD) for Residential Single-Family 7.2 (RS-7.2) uses, with a Development Plan; amending the Zoning District Map accordingly; authorizing the building official to issue permits upon the effective date; providing for a fine of up to $2,000.00 for each violation; providing this ordinance be cumulative; and providing for severability, governmental immunity, injunctions, publication, and an effective date.

WHEREAS, after notice and public hearing the Planning and Zoning Commission heard and recommended approval of Zoning Case PD15-9 on October 7, 2015; 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 3712 Kelly Perkins Road, described in Exhibit A, is hereby changed to Planned Development (PD) for Residential Single-Family 7.2 (RS-7.2), with a Development Plan by the approval of PD15-9, and the Zoning District Map shall be amended to reflect the zoning change made by this ordinance. Development and use of the property shall be in compliance with this ordinance and the attached Development Plan.

2.

The Building Official is hereby authorized and directed to issue permits in compliance with this ordinance, including all exhibits attached to this ordinance, immediately after the effective date of this ordinance. In the event of a conflict between the provisions in Exhibit B and the provisions in any other exhibit, the provisions in Exhibit B control.

3.

Any person, firm, corporation, agent or employee thereof who violates any of the provisions of this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be fined an amount not to exceed Two Thousand Dollars and No Cents ($2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

4.

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Arlington, and this ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

5.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

6.

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of Arlington in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

7.

Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Arlington in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Arlington.

8.

The caption and penalty of this ordinance shall be published in a newspaper of general circulation in the City of Arlington, Texas, in compliance with the provisions of Article VII, Section 15, of the City Charter. Further, this ordinance may be published in pamphlet form and shall be admissible in such form in any court, as provided by law.

9.

This ordinance shall become effective upon second publication.

PRESENTED AND GIVEN FIRST READING on the 10th day of November, 2015 at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the 17th day of November, 2015 by a vote of ___ayes and ___ nays at a regular meeting of the City Council of the City of Arlington, Texas.

_____
W. JEFF WILLIAMS, Mayor

ATTEST:

_____
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY _____

PD15-9

EXHIBIT “A”

BEING a 3.812 acre tract of land in the T.W. Watson Survey Abstract Number 1689 in the City of Arlington, Tarrant County, Texas according to the deed to J.C. Barba Ruano and Veronica Ruano recorded in Instrument Number D210133487, O.P.R.T.C.T., and being more particularly described as follows:

BEGINNING at a 1/2" F.I.R. for the southeast corner of the herein described tract of land in the West Right-Of-Way (“ROW”) line of Kelly Perkins Road (50’ ROW);

THENCE N 89° 02' 02" W with the south line of the herein described tract, a distance of 831.61 feet to a 1/2" F.I.R. at the southwest corner of the herein described tract;

THENCE N 00° 02' 09" W with the west line of the herein described tract of land and the east line of a tract of land conveyed to BYD Witte Place, LLC by the deed recorded in D215000718, O.P.R.T.C.T., a distance of 199.82 feet to a 1/2" F.I.R. for the northwest corner of the herein described tract of land;

THENCE S 89° 01' 54" E with the north line of the herein described tract, a distance of 830.76 feet to a 1/2" F.I.R. at the northeast corner of the herein described tract of land, said ½” F.I.R. is in the West ROW line of Kelly Perkins Road (50’ ROW);

THENCE S 00° 16' 43" E with the east line of the herein described tract and the west ROW line of Kelly Perkins Road, a distance of 199.80 feet to a 1/2" F.I.R. at the Place Of Beginning and containing 3.812 acres or 166,048 square feet of land more or less.

AND being generally located south of Curt Drive and west of Kelly Perkins Road, with the approximate address being 3712 Kelly Perkins Road.

PD15-9

EXHIBIT “B”

1. The zoning of this site is Planned Development (PD) for Residential Single-Family 7.2 (RS-7.2) uses, with a Development Plan.

2. Except for the minimum lot depth of 75 feet, this PD shall comply with all of the standards of RS-7.2 Zoning district.

3. This PD shall comply with the following additional stipulations:

    a. Gross living Area: minimum living area of 2,000 square feet
    b. Roof Pitch: minimum roof pitch of 8:12
    c. Front Entry Garages: No front-facing garages shall be allowed unless separated by a porte-cochere
    d. All trees along Kelly Perkins as well as the internal streetscape shall be four-inch caliper in size.

4. The development shall provide an enhanced entryway along Kelly Perkins Road, which shall include a stone/brick wall and enhanced landscaping.

5. The internal streetscape shall include two ornamental street lights.

6. Use and development of the property shall be in compliance with the Development Plan.

7. In the event of a conflict between the provisions in this Exhibit B and any other exhibits to this ordinance, the provisions of Exhibit B control.

Case Information

Applicant: Cotter Associates, LLC, represented by Brian Cotter

Property Owner: JC Barba Ruano and Veronica Ruano

Sector Plan: West

Council District: 4

Allowable Uses: Proposed Planned Development (PD) for Residential Single-Family 7.2 (RS-7.2) uses, with a Development Plan.

Development History: The subject site is an unplatted tract of land, currently zoned Residential Single-Family 7.2 (RS-7.2). A plat will be required to be approved and filed with the County prior to the development of the site.

There have been no previous zoning cases in the general vicinity in the last five years.

Transportation: The proposed development has one point of access.

Thoroughfare	Existing	Proposed
Kelly Perkins Road	50-foot; 2-lane undivided rural road	57-foot; 2-lane undivided rural road

Traffic Impact: The zoning change will have no significant impact to the adjacent roadway system.

Water & Sewer: Water is available in Kelly Perkins Road. Sanitary sewer is available and may have to be extended to the site.

Drainage: This project is located within the Rush Creek drainage basin. No portion of the site is within the FEMA floodplain. No significant drainage impacts are expected to result from development of this site as long as the developer complies with all relevant City ordinances.

Additional Right of Way may be required at the time of platting, to accommodate Kelly Perkins Road drainage.

Fire: Fire Station Number 7, located at 4000 Little Road, provides protection to this site. The estimated fire response time is five minutes, which is in keeping with recommended standards.

School District: This property is located in the Arlington Independent School District (AISD). The elementary, middle, and high schools that will serve the subject site are under capacity.

Case Information

Notices Sent:

Neighborhood Associations:	ACTION North Arlington Chamber of Commerce Arlington Neighborhood Council East Arlington Renewal East Arlington Review East Arlington Review Far South Arlington Neighborhood Assn Forest Hills HOA Northern Arlington Ambience WeCan (West Citizen Action Network) North meadow Park Estates Crime Watch
Property Owners:	24
Letters of Support:	0
Letter of Opposition:	0

PLANNING AND ZONING COMMISSION SUMMARY:

Public Hearing: October 7, 2015

Zoning Case PD15-9 (Rhett Estates - 3712 Kelly Perkins Road)

Application to change the zoning on approximately 3.812 acres from Residential Single-Family 7.2 (RS-7.2) to Planned Development (PD) for Residential Single-Family 7.2 (RS-7.2) uses, with a Development Plan; generally located south of Curt Drive and west of Kelly Perkins Road.

Present to speak in support of this case was Brian Cotter, 2004 Hill Country Court, 76012. Also present in support of this case was Dennis Benson, 4900 West Mayfield Road, 76016.

Present in opposition of this case was Richard Weber, 2703 Crestmoor Court, 76016.

Commissioner Ron Smith moved to Approve Zoning Case PD15-9 with the following stipulation:

- Trees planted on site will be a minimum of 4-inch caliper in size

Seconded by Commissioner Croxton, the motion was approved by a vote of 7-0-0.

APPROVED

Itemized Allowable Uses

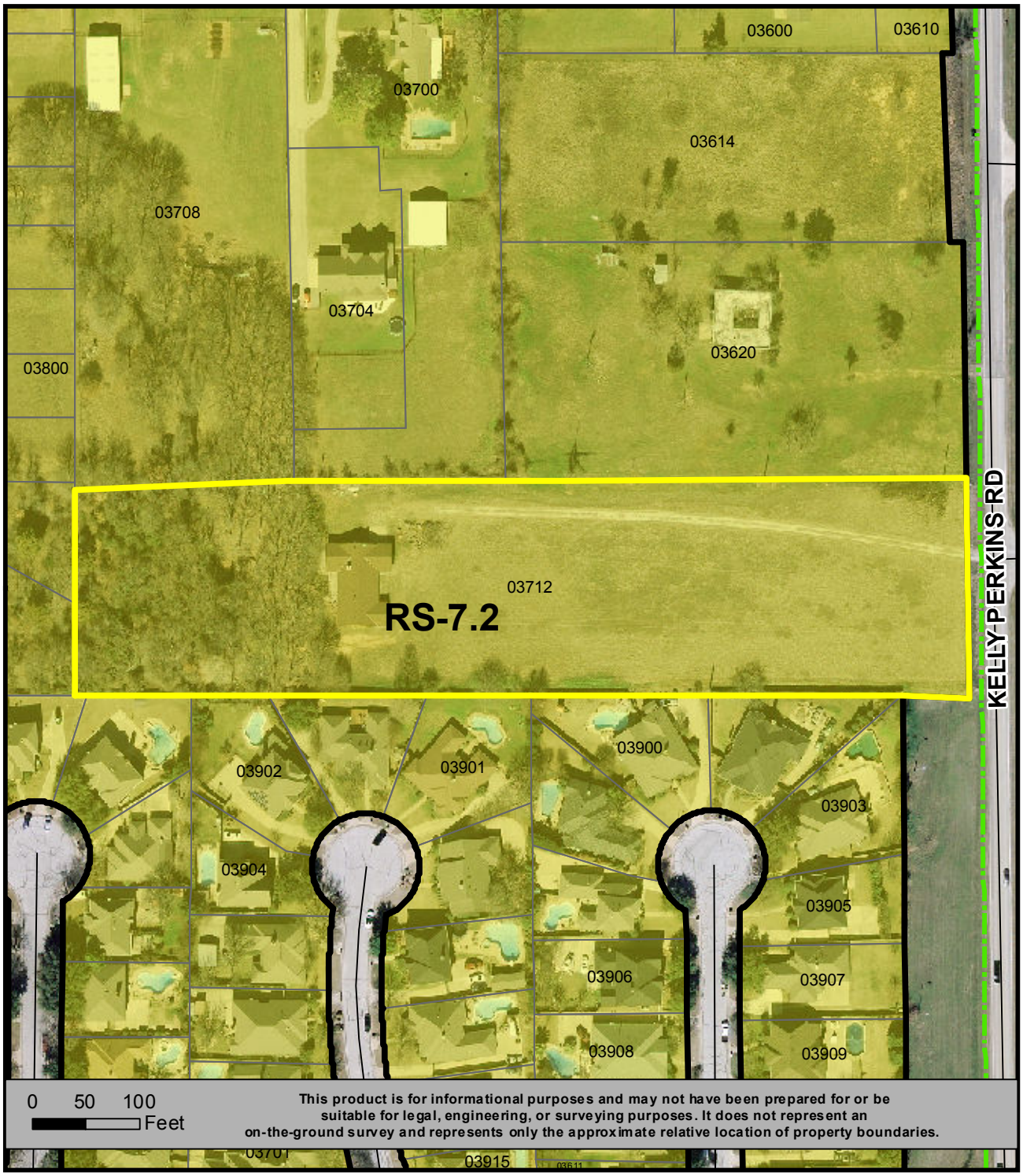
Allowable Uses:

Planned Development (PD) for Residential Single-Family 7.2 (RS-7.2) uses, with a Development Plan

Permitted - Dwelling, single-family detached on minimum 7,200 Square Feet, Non-Residential on minimum 15,000 square foot lots, Assisted living facility (≤6 residents), Community home for disabled persons, Foster family home, Foster group homes, Government administration and civic buildings, Religious assembly, Public or private school, Community garden, Public park or playground, Golf course, Utility lines, towers or metering station, garage (private), and accessory swimming pool (private).

Specific Use Permit (SUP) - Assisted living facility (≥7 residents), Philanthropic institution (other than listed), Bed and breakfast inn, Day care center, Country club, Marina, Airport or landing field, Gas well, Telecommunication Facilities Towers ≤75 ft., Stealth towers ≤100 ft., Telecommunication Facilities Towers >75 ft., Stealth towers >100 ft., Community center (private), and Secondary living unit.

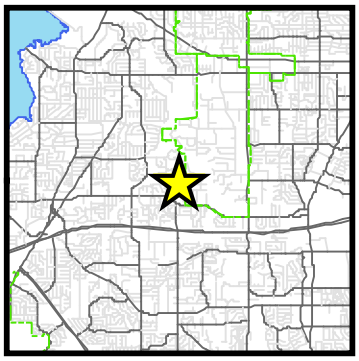
Conditions (C) – Telecommunication Facilities Building-mounted antennae and towers, Accessory building, Alternative energy system, Carport, and Home-based business.



LOCATION MAP
PD15-9

Planned Development for Residential Single-Family-7.2
3.812 Acres

N
W E
S



PD15-9

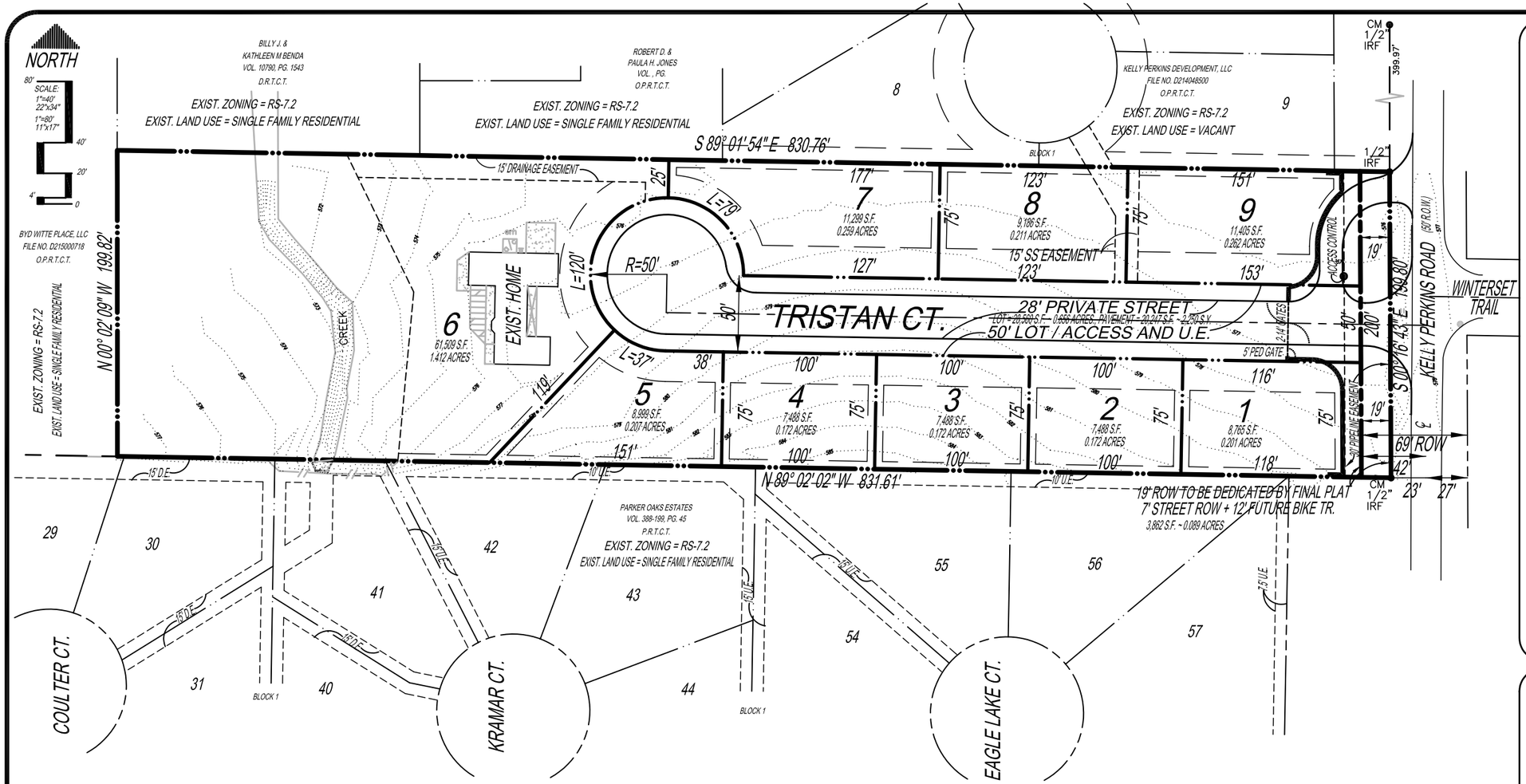
South of Curt Drive and west of Kelly Perkins Road

View of the adjacent property to the east across Kelly Perkins Road.

View of the residential property to south.

View of the property to the north, future site of Belle Maison Estates. View north.

View west of the subject property from Kelly Perkins Road.



SITE DATA:
TOTAL SITE AREA = 166,048 SQUARE FEET or 3.812 ACRES
KELLY PERKINS ROW DEDICATION AREA = 3,862 SQUARE FEET or 0.089 ACRES
TRISTAN COURT PRIVATE STREET LOT AREA = 28,560 SQUARE FEET or 0.656 ACRES
TOTAL LOT AREA = 133,626 SQUARE FEET or 3.068 ACRES
TOTAL SINGLE FAMILY LOTS = 9
DENSITY = 2.4 LOTS PER ACRE
AVERAGE LOT AREA = 14,847 SQUARE FEET
BUILDING SETBACK LINES PER "RS-7.2" ZONING: FRONT = 20', SIDE = 5', REAR =5'
TOTAL PAVEMENT AREA = 20,246 SQUARE FEET = 12.2 % OF SITE AREA.
THE SINGLE FAMILY RESIDENTIAL STRUCTURES IN THIS ADDITION WILL COMPLY WITH ALL RS-7.2 STANDARDS IN ADDITION TO THE FOLLOWING:
MIN. SQUARE FOOT OF EACH HOME 2,000 SQUARE FEET.
MIN. ROOF PITCH = 6:12
EACH HOME BUILDER WILL INSTALL A MIN. OF 3 CANOPY TREES BETWEEN THE FRONT FACADE OF THE HOME AND THE PROPERTY LINE.
GARAGES SHALL NOT FACE THE STREET UNLESS SEPARATED BY A PORTA CACHET, J-SWING ENTRY GARAGES SHALL BE PERMITTED.
EACH HOME SHALL HAVE A MIN. OF 2 ENCLOSED GARAGE PARKING SPACES.
MIN. FRONT FACADE SOFFIT HEIGHT = 10'
EACH CUSTOM HOME BUILDER MAY BUILD SIDE AND REAR YARD FENCES IN ACCORDANCE WITH CITY ORDINANCE AND PERMITTING REQUIREMENTS.
EXISTING ZONING = RS-7.2 SINGLE FAMILY RESIDENTIAL.
PROPOSED ZONING: PD FOR ALL RS-7.2 USES AND REQUIREMENTS, EXCEPT THE MINIMUM LOT DEPTH SHALL BE REDUCED TO 74' TO PERMIT WIDE WIDTH LOTS FOR IMPRESSIVE FRONT FACADES AND BUILDING FOOTPRINT WITH SMALL REAR YARDS.

FULLER ENGINEERING & LAND SURVEYING, INC.
Texas Registered Engineering Firm # F-8331 and Surveying Firm # 10091800
2411 GARDEN PARK COURT, ARLINGTON, TX. 76013 – PH# (817)856-2442, FAX# (817)451-5676

COTTER ASSOCIATES, LLC
LAND DEVELOPMENT DESIGN CONSULTANTS
LAND PLANNING * PROJECT MANAGEMENT * LANDSCAPE ARCHITECTURE
2004 Hill Country Court, Arlington, Texas 76012
Phone: (817) 919-4475
Email: CALLCOTTER@SBCGLOBAL.NET

DEVELOPER:
BENSON DEVELOPMENT
4900 W. MAYFIELD RD., ARLINGTON, TEXAS 76016
Phone: (417) 291-8223 ~ Email: dbenson1117@yahoo.com

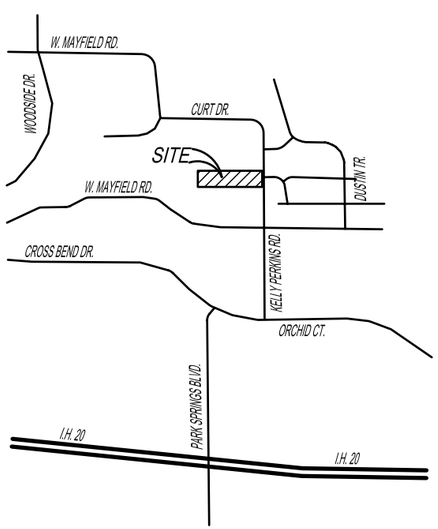
OWNER:
JC BARBA RUANO and VERONICA RUANO
inst.: D210133487, O.P.R.T.C.T.
11200 BRADY OAKS CT., FORT WORTH, TEXAS 76135
Phone: (817) 800-6808 ~ Email: barbaajc121@aol.com

PD DEVELOPMENT PLAN
RHETT ESTATES

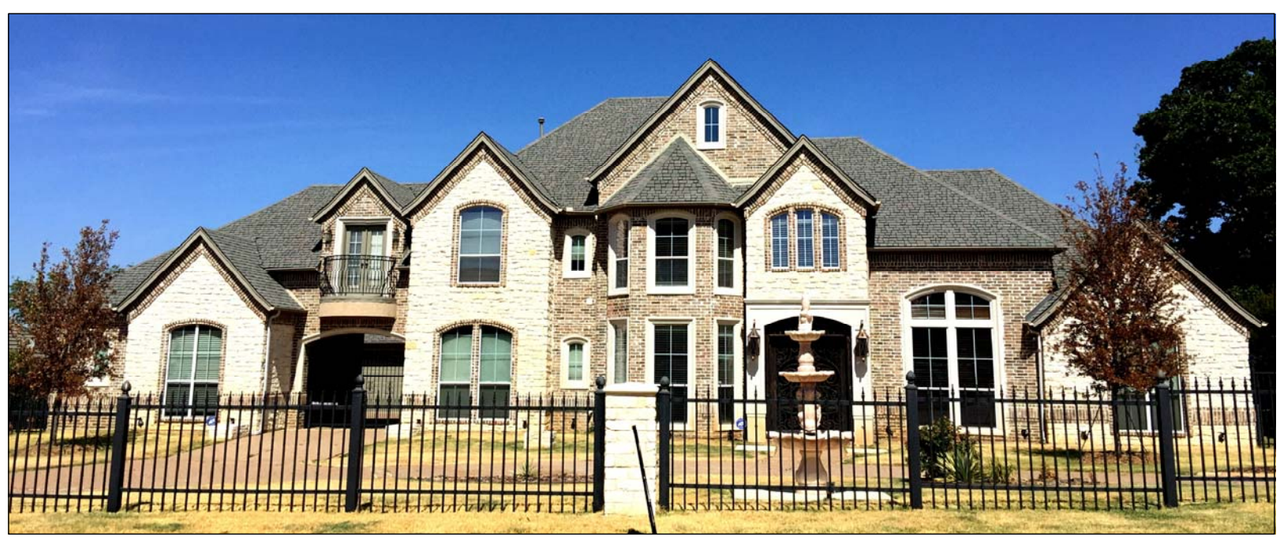
3.812 ACRES IN THE T.W. WATSON SURVEY ABST. 1689
CITY OF ARLINGTON , TARRANT COUNTY TEXAS
3712 KELLY PERKINS RD., ARLINGTON , TEXAS 76016

THIS PD IS TO CREATE A UNIQUE EMPTY NESTER COMMUNITY WITH LOTS THAT WILL BE A MIN. OF 100' WIDE TO PERMIT AN IMPRESSIVE FRONT FACADE OF THE HOMES EQUIVALENT TO LARGE ESTATES HOMES. REDUCED LOT DEPTH OF 74' IS REQUIRED BY THIS PD.

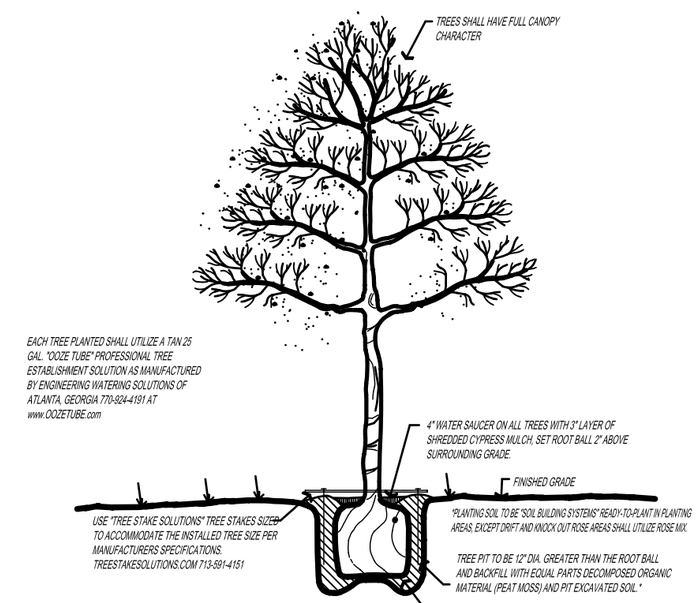
9 SINGLE FAMILY "RS-7.2" LOTS AND 1 COMMON LOT FOR PRIVATE STREET
REVISED: SEPTEMBER 25, 2015



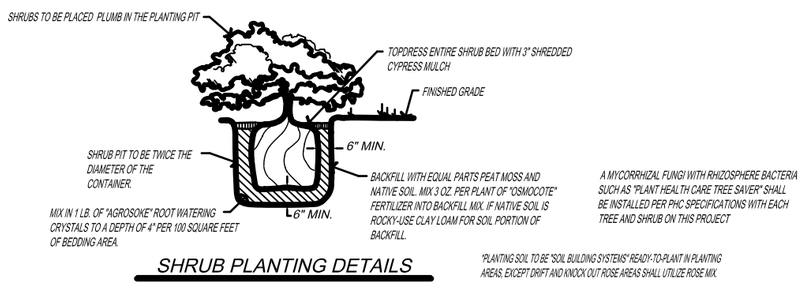
LOCATION MAP NORTH



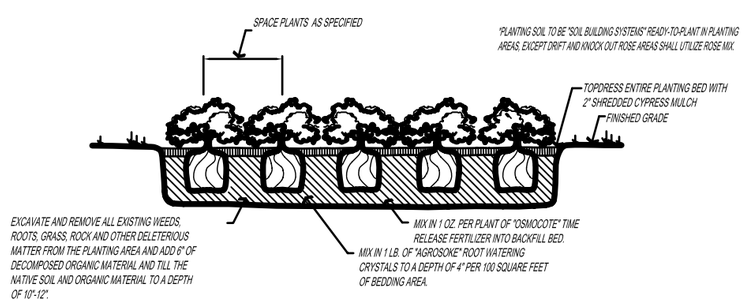
HOUSE PLAN CONCEPT OF THE STYLE EACH CUSTOM HOME BUILDER MAY BUILD.



TREE PLANTING DETAILS



SHRUB PLANTING DETAILS



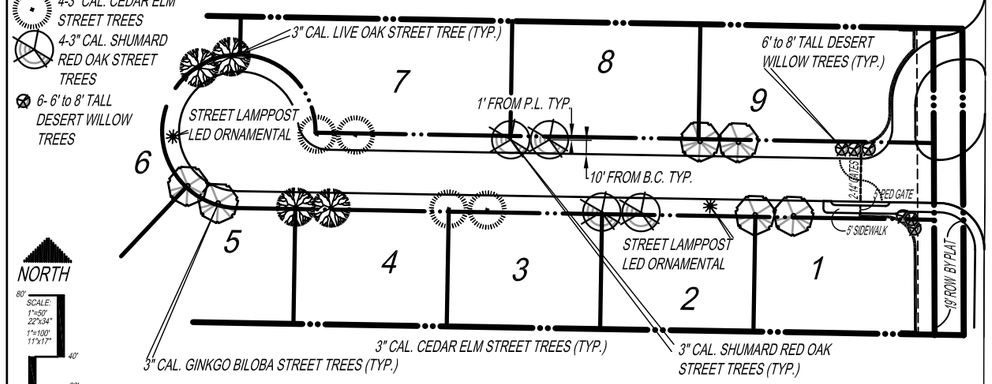
GROUNDCOVER AND PERENNIAL PLANTING DETAILS

LEGEND:

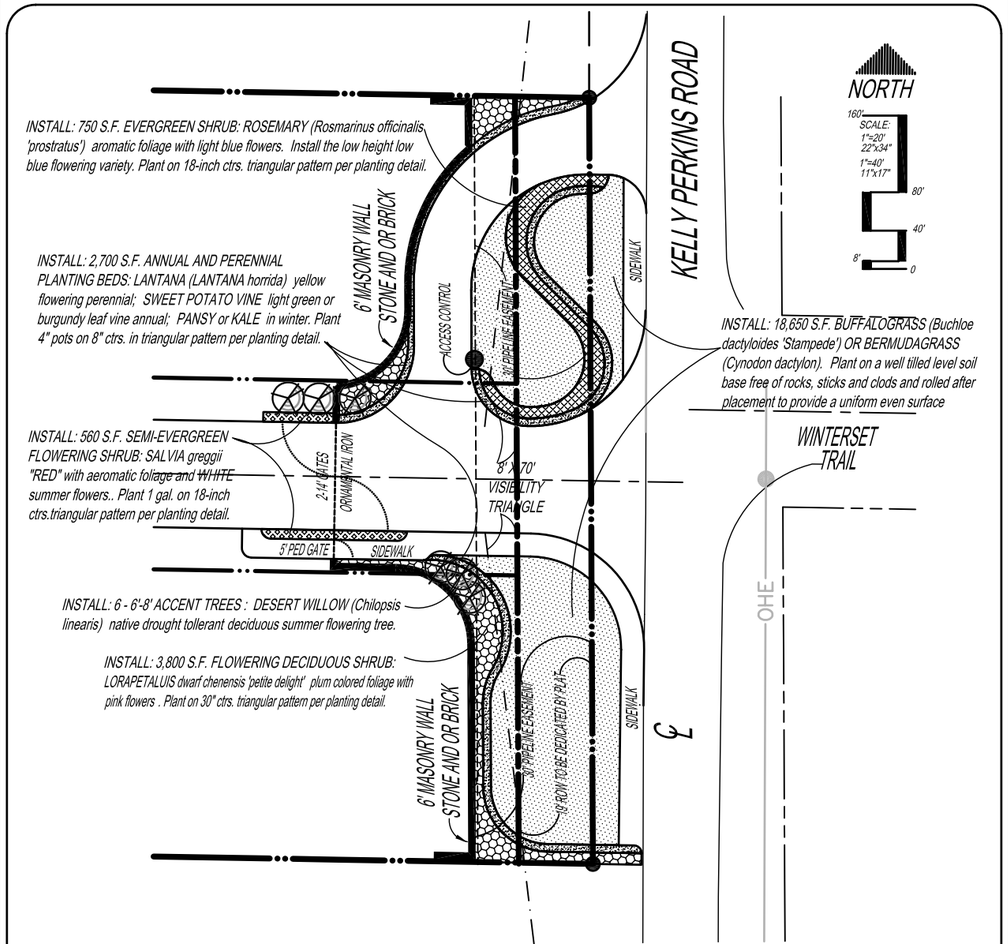
- 4-3" CAL. LIVE OAK STREET TREE
- 6-3" CAL. GINKGO BILOBA STREET TREES
- 4-3" CAL. CEDAR ELM STREET TREES
- 4-3" CAL. SHUMARD RED OAK STREET TREES
- 6- 6' to 8' TALL DESERT WILLOW TREES

NOTES:

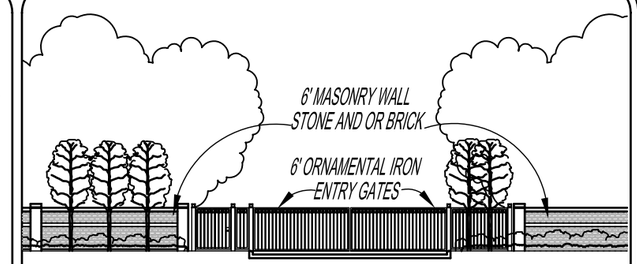
1. HOME BUILDER TO INSTALL 1 ADDITIONAL TREE PER LOT IN THE FRONT SETBACK AREA.
2. THE LOCATION AND TYPE OF TREES MAY BE CHANGED BY EACH HOME BUILDER, PROVIDED THAT A MIN. OF 2-STREET TREES ARE PROVIDED IN THE PARKWAY AND NO SPECIES OF TREE IN THE PARKWAY EXCEEDS 30% OF THE TOTAL PARKWAY TREES.
3. EACH HOME BUILDER TO INSTALL A POST OFFICE COMPLIANT ORNAMENTAL MAILBOX IN THE STREET PARKWAY AREA.



STREETSCAPE PLAN



ENTRY LANDSCAPE PLAN



ENTRANCE / GATE ELEVATION

REGISTERED LANDSCAPE ARCHITECT
BRIAN G. COTTER
1766
STATE OF TEXAS
9-25-15

FULLER ENGINEERING & LAND SURVEYING, INC.
Texas Registered Engineering Firm # F-8331 and Surveying Firm # 10091800
2411 GARDEN PARK COURT, ARLINGTON, TX. 76013 – PH# (817)856-2442, FAX# (817)451-5676

COTTER ASSOCIATES, LLC
LAND DEVELOPMENT DESIGN CONSULTANTS
LAND PLANNING * PROJECT MANAGEMENT * LANDSCAPE ARCHITECTURE
2004 Hill Country Court, Arlington, Texas 76012
Phone: (817) 919-4475
Email: CALLCOTTER@SBCGLOBAL.NET

DEVELOPER:
BENSON DEVELOPMENT
4900 W. MAYFIELD RD., ARLINGTON, TEXAS 76016
Phone: (417) 291-8223 ~ Email: dbenson1117@yahoo.com

OWNER:
JC BARBA RUANO and VERONICA RUANO
inst.: D210133487, O.P.R.T.C.T.
11200 BRADY OAKS CT., FORT WORTH, TEXAS 76135
Phone: (817) 800-6808 ~ Email: barbaajc121@aol.com

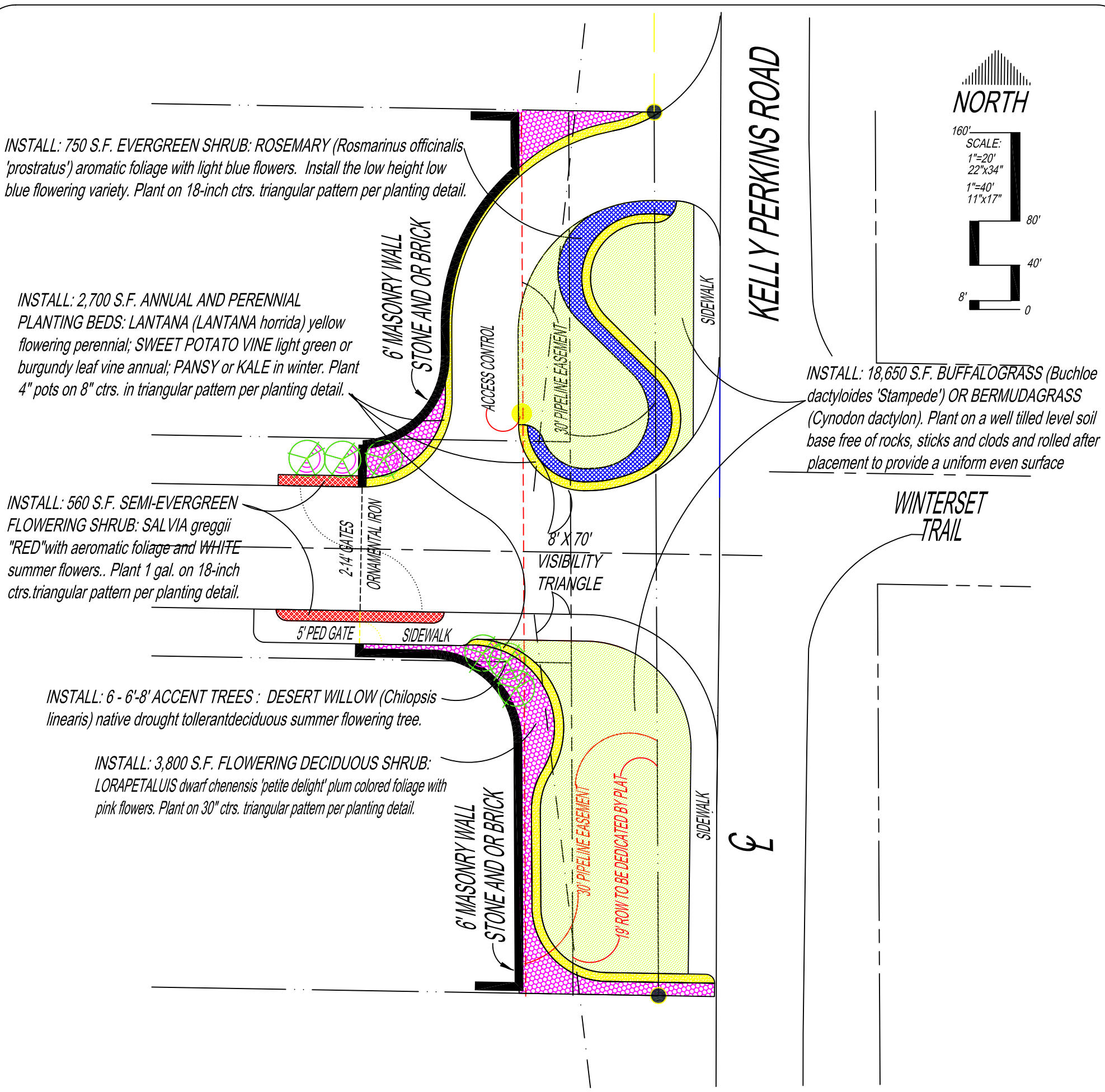
PD DEVELOPMENT PLAN
RHETT ESTATES

3.812 ACRES IN THE T.W. WATSON SURVEY ABST. 1689
CITY OF ARLINGTON , TARRANT COUNTY TEXAS
3712 KELLY PERKINS RD., ARLINGTON , TEXAS 76016

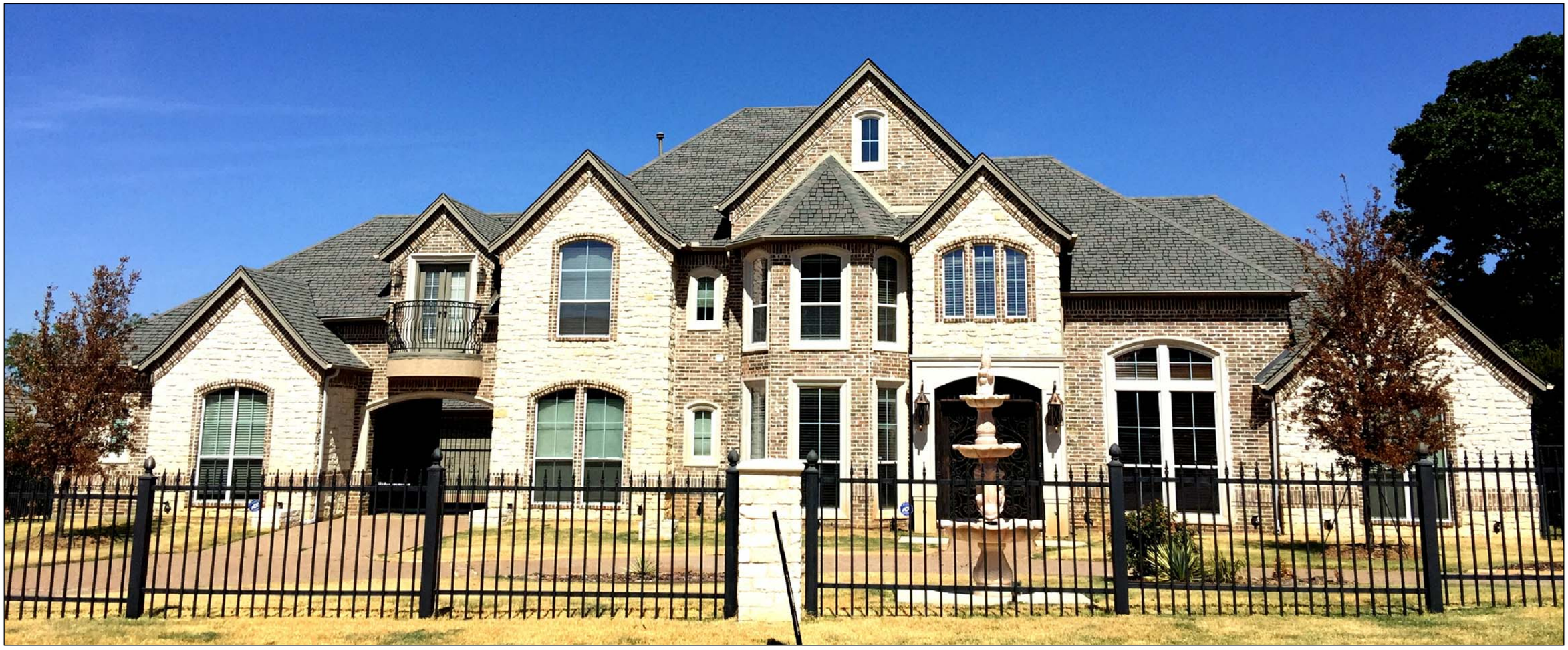
THIS PD IS TO CREATE A UNIQUE EMPTY NESTER COMMUNITY WITH LOTS THAT WILL BE A MIN. OF 100' WIDE TO PERMIT AN IMPRESSIVE FRONT FACADE OF THE HOMES EQUIVALENT TO LARGE ESTATES HOMES. REDUCED LOT DEPTH OF 74' IS REQUIRED BY THIS PD.

9 SINGLE FAMILY "RS-7.2" LOTS AND 1 COMMON LOT FOR PRIVATE STREET

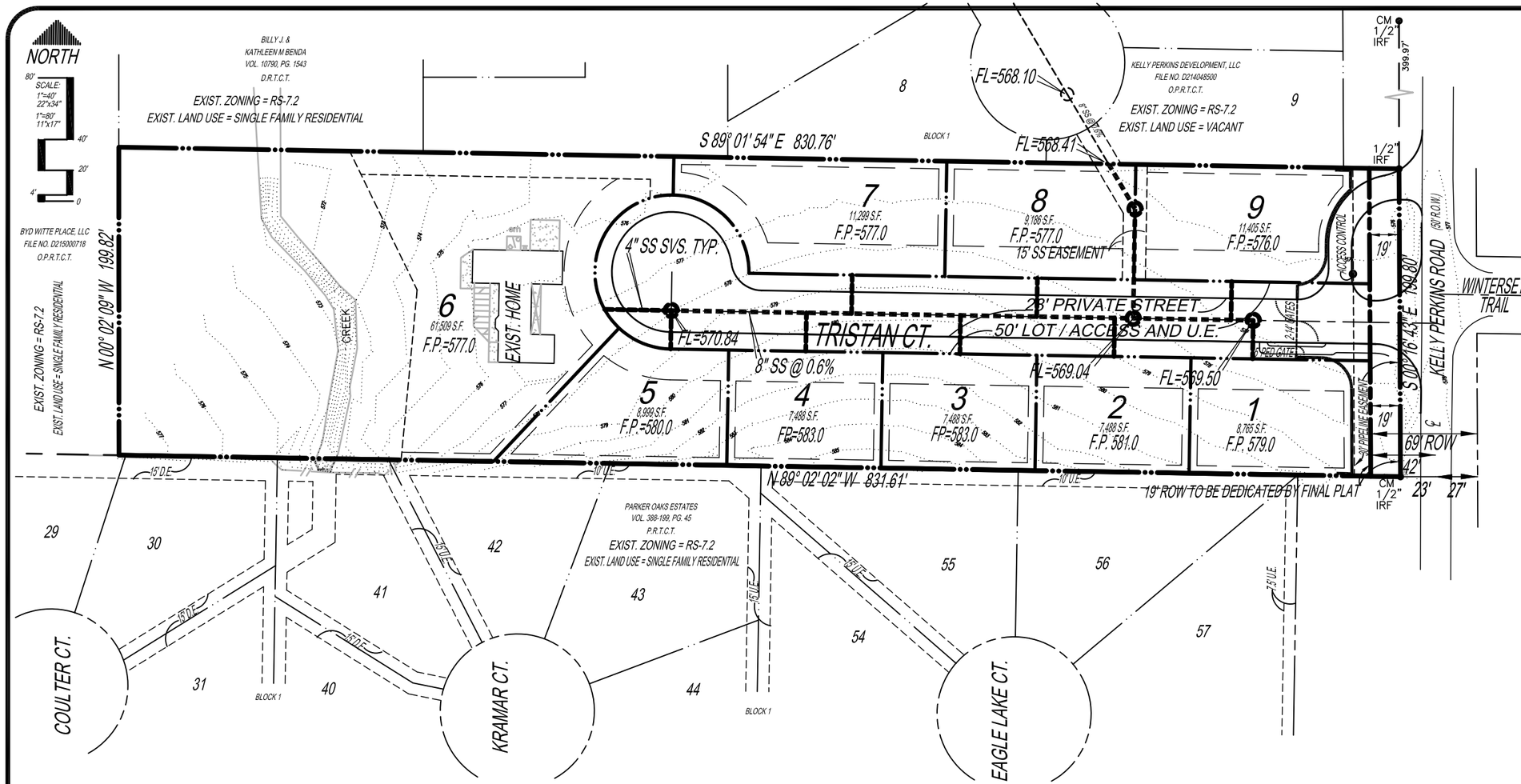
SHEET 2 OF 2 ENTRY LANDSCAPE PLAN ~ REV. 9-25-15



ENTRY LANDSCAPE PLAN



HOUSE PLAN CONCEPT OF THE STYLE EACH CUSTOM HOME BUILDER MAY BUILD.



SITE DATA:
TOTAL SITE AREA = 166,048 SQUARE FEET or 3.812 ACRES
KELLY PERKINS ROW DEDICATION AREA = 3,862 SQUARE FEET or 0.089 ACRES
TRISTAN COURT PRIVATE STREET LOT AREA = 28,560 SQUARE FEET or 0.656 ACRES
TOTAL LOT AREA = 133,626 SQUARE FEET or 3.068 ACRES
TOTAL SINGLE FAMILY LOTS = 9
DENSITY = 2.4 LOTS PER ACRE
AVERAGE LOT AREA = 14,847 SQUARE FEET
BUILDING SETBACK LINES PER "RS-7.2" ZONING: FRONT = 20', SIDE = 5', REAR =5'
TOTAL PAVEMENT AREA = 20,246 SQUARE FEET = 12.2 % OF SITE AREA.
THE SINGLE FAMILY RESIDENTIAL STRUCTURES IN THIS ADDITION WILL COMPLY WITH ALL RS-7.2 STANDARDS IN ADDITION TO THE FOLLOWING:
MIN. SQUARE FOOT OF EACH HOME 2,000 SQUARE FEET.
MIN. ROOF PITCH = 6:12
EACH HOME BUILDER WILL INSTALL A MIN. OF 3 CANOPY TREES BETWEEN THE FRONT FACADE OF THE HOME AND THE PROPERTY LINE.
GARAGES SHALL NOT FACE THE STREET UNLESS SEPARATED BY A PORTA CACHET, J-SWING ENTRY GARAGES SHALL BE PERMITTED.
EACH HOME SHALL HAVE A MIN. OF 2 ENCLOSED GARAGE PARKING SPACES.
MIN. FRONT FACADE SOFFIT HEIGHT = 10'
EACH CUSTOM HOME BUILDER MAY BUILD SIDE AND REAR YARD FENCES IN ACCORDANCE WITH CITY ORDINANCE AND PERMITTING REQUIREMENTS.
EXISTING ZONING = RS-7.2 SINGLE FAMILY RESIDENTIAL.
PROPOSED ZONING: PD FOR ALL RS-7.2 USES AND REQUIREMENTS, EXCEPT THE MINIMUM LOT DEPTH SHALL BE REDUCED TO 74' TO PERMIT WIDE WIDTH LOTS FOR IMPRESSIVE FRONT FACADES AND BUILDING FOOTPRINT WITH SMALL REAR YARDS.

FULLER ENGINEERING & LAND SURVEYING, INC.
Texas Registered Engineering Firm # F-8331 and Surveying Firm # 10091800
2411 GARDEN PARK COURT, ARLINGTON, TX. 76013 – PH# (817)856-2442, FAX# (817)451-5676

COTTER ASSOCIATES, LLC
LAND DEVELOPMENT DESIGN CONSULTANTS
LAND PLANNING * PROJECT MANAGEMENT * LANDSCAPE ARCHITECTURE
2004 Hill Country Court, Arlington, Texas 76012
Phone: (817) 919-4475
Email: CALLCOTTER@SBCGLOBAL.NET

DEVELOPER:
BENSON DEVELOPMENT
4900 W. MAYFIELD RD., ARLINGTON, TEXAS 76016
Phone: (417) 291-8223 ~ Email: dbenson1117@yahoo.com

OWNER:
JC BARBA RUANO and VERONICA RUANO
inst.: D210133487, O.P.R.T.C.T.
11200 BRADY OAKS CT., FORT WORTH, TEXAS 76135
Phone: (817) 800-6808 ~ Email: barbaajc121@aol.com

SANITARY SEWER CONCEPT PLAN

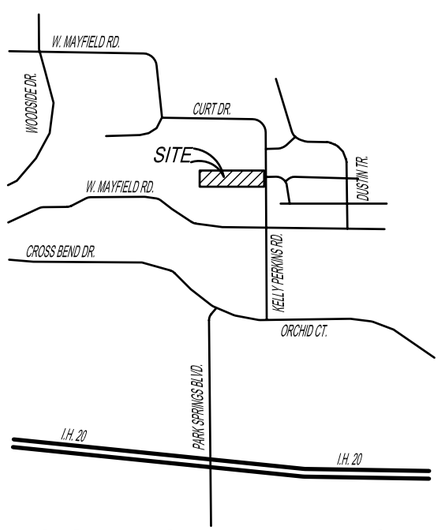
RHETT ESTATES

3.812 ACRES IN THE T.W. WATSON SURVEY ABST. 1689
CITY OF ARLINGTON , TARRANT COUNTY TEXAS
3712 KELLY PERKINS RD., ARLINGTON , TEXAS 76016

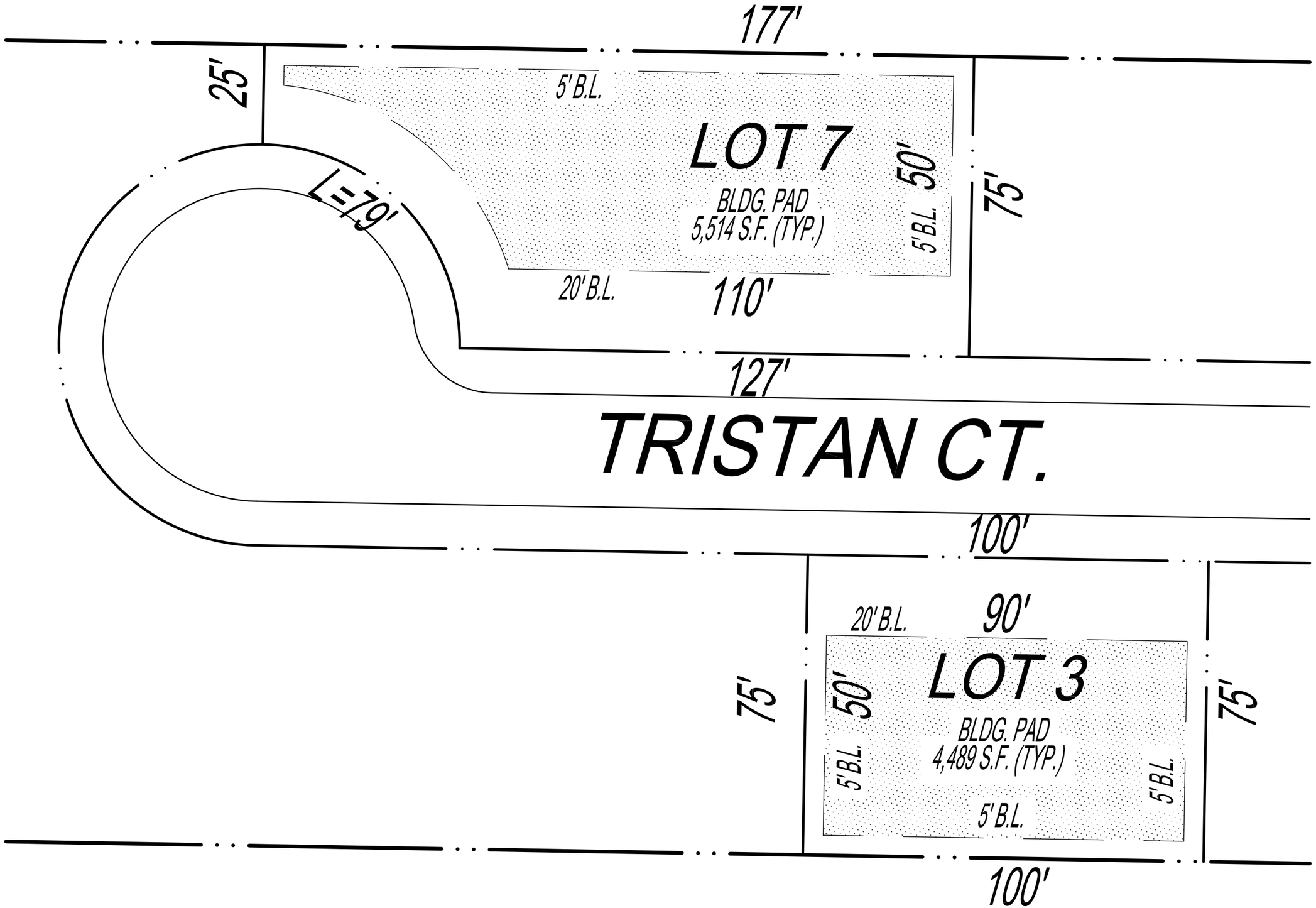
THIS PD IS TO CREATE A UNIQUE EMPTY NESTER COMMUNITY WITH LOTS THAT WILL BE A MIN. OF 100' WIDE TO PERMIT AN IMPRESSIVE FRONT FACADE OF THE HOMES EQUIVALENT TO LARGE ESTATES HOMES. REDUCED LOT DEPTH OF 75' IS REQUIRED BY THIS PD.

9 SINGLE FAMILY "RS-7.2" LOTS AND 2 COMMON LOTS FOR OPEN SPACE AND PRIVATE STREET

REVISED: SEPTEMBER 25, 2015



LOCATION MAP



RHETT ESTATES TYPICAL BLDG PADS

Staff Report

Specific Use Permit SUP15-7 (3411 Hastings Workshop)	
City Council Meeting Date: 11-10-15	Document Being Considered: Ordinance

RECOMMENDATION

Following the public hearing, consider Specific Use Permit SUP15-7 for a secondary living unit.

PRIOR BOARD OR COUNCIL ACTION

On October 7, 2015, the Planning and Zoning Commission recommended approval of SUP15-7 by a vote of 6-3-0.

ANALYSIS

Request - The applicant requests approval of a Specific Use Permit (SUP) for a secondary living unit on approximately .193 acres of land zoned Residential Single-Family-7.2 (RS-7.2); addressed at 3411 Hastings Drive, and generally located north of West Park Row Drive and west of Norwood Lane.

Zoning Requirements or Standards – Secondary living units in RS-7.2 are only allowed with SUP approval. 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. Additionally, the structure must not contain more than one bedroom, more than one kitchen, or more than one bathroom. This is to ensure the use is compatible with the surrounding properties and consistent with the character of the area. No deviations to the Unified Development Code (UDC) standards are allowed through a SUP.

Site Information – The site is currently developed with a single family home. The proposed SUP would allow for a secondary living unit.

Surrounding Land Uses – The properties to the north, west, east, and south across Hastings Drive also have single family homes.

Proposed Plan - The applicant proposes to expand the existing 313-square-foot accessory building (hobby shop) with an additional 120 square feet, which would include a bathroom, and utility room. The structure will match the character of the existing primary residential structure on the lot which consists of brick, stone, and wood siding. This shall be accomplished by the following:

- Roof- Hip style, incorporating a 5:12 slope with GAF Timberline Cedar Bend asphalt shingles to match the existing primary structure.
- Wood siding to match existing accessory building. The Unified Development Code allows for accessory structures greater than 200 square feet but less than 550 square feet to be constructed of any approved building material except for metal. Only accessory structures greater than 550 square feet are required to meet Section 5.5.3.C.5, *Exterior Finish Materials*.

The entire structure shall be located in the back yard, behind the existing six-foot tall privacy fence. The proposed building shall be setback approximately seven feet from the rear and six feet from the side property lines.

Comprehensive Plan – The addition of a secondary living unit in this area is compatible with the established residential land uses described in the Comprehensive Plan, as it provides an additional housing amenity in a way that would not negatively impact the neighborhood. The requested SUP is in general conformance with the Comprehensive Plan.

FINANCIAL IMPACT

None

ADDITIONAL INFORMATION

Attached:	Ordinance with Exhibits A and B Case Information with P&Z Summary Site Plan (4 pages)
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

Kevin Charles
Senior Planner
Community Development and Planning
817-459-6515
Kevin.Charles@arlingtontx.gov

Ordinance No. _____

An ordinance adopting Specific Use Permit SUP15-7 for a Secondary Living Unit on certain property known as 3411 Hastings Drive zoned Residential Single-Family-7.2 (RS-7.2); amending the Zoning District Map accordingly; authorizing the building official to issue permits upon an effective date; providing for a fine of up to $2,000.00 for each violation; providing this ordinance be cumulative; and providing for severability, governmental immunity, injunctions, publication, and an effective date.

WHEREAS, after notice and public hearing the Planning and Zoning Commission heard and recommended approval of the Specific Use Permit SUP15-7 on October 7, 2015;

WHEREAS, after notice and public hearing, and upon consideration of the recommendation of the Commission and of all testimony and information submitted during the public hearing, the City Council has determined that the use will: complement or be compatible with the surrounding uses and community facilities; contribute to, enhance or promote the welfare of the area of the SUP and adjacent properties; not be detrimental to the public health, safety or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council has determined that it is in the best interest of the public and in support of the health, safety, morals, and general welfare of the citizens that the specific use permit be approved. Now therefore

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

1.

A specific use permit for a Secondary Living Unit is hereby granted for the property known as 3411 Hastings Drive, described in Exhibit A, and the Zoning District Map shall be amended to reflect the change made by this ordinance. Development and use of the property shall be in compliance with this ordinance, the conditions stated in Exhibit B, and the attached site plan. In the event of a conflict between the provisions in Exhibit B and the provisions in any other exhibit, the provisions in Exhibit B control.

2.

If no development activity has commenced on the property described in Exhibit A within two years after the date of City Council approval, the Specific Use Permit shall expire, unless the director of Community Development and Planning grants an extension as provided in Section 10.3.10.B of the Unified Development Code.

3.

Any person, firm, corporation, agent or employee thereof who violates any of the provisions of this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be fined an amount not to exceed Two Thousand Dollars and No Cents ($2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

4.

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Arlington; and this ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

5.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

6.

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of Arlington in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

7.

Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Arlington in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Arlington.

8.

The caption and penalty of this ordinance shall be published in a newspaper of general circulation in the City of Arlington, Texas, in compliance with the provisions of Article VII, Section 15, of the City Charter. Further, this ordinance may be published in pamphlet form and shall be admissible in such form in any court, as provided by law.

9.

This ordinance shall become effective upon second publication.

PRESENTED AND GIVEN FIRST READING on the 10th day of November, 2015, 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 _____, 2015, by a vote of 9 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.

_____
W. JEFF WILLIAMS, Mayor

ATTEST:

_____
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY _____

SUP15-7

EXHIBIT “A”

BEING approximately 0.193 acres of land with frontage on Hastings Drive and is commonly known as Lot 11, Block A, Woodland West Fifth Filing, an addition to the City of Arlington, Texas;

AND being located south of West Second Street and west of South Davis Drive, with the approximate address being 3411 Hastings Drive.

SUP15-7

EXHIBIT “B”

1. The zoning of this site is Residential Single-Family-7.2 (RS-7.2) with a Specific Use Permit (SUP) for a secondary living unit.

2. The subject property will be developed in compliance with Article 3, Section 3.3.6.L., Secondary Living Unit, of the Unified Development Code (UDC) for the City of Arlington.

3. An addition of 120 square feet is proposed to the existing accessory building, thus making a total 433 square feet of secondary living unit.

4. The building material and design proposed for this addition shall match the character of the existing accessory building, which is made of wood siding and asphalt roofing shingles.

5. Use and development of the property must be in compliance with the attached SUP plan (4 pages).

6. In the event of a conflict between the provisions in this Exhibit B and any other exhibits to this ordinance, the provisions of Exhibit B control.

Case Information

Applicant/ Owner: Duane Keilstrup

Sector Plan: West

Council District: 4

Allowable Uses: All uses as itemized in attachment ii.

Development History: The subject site is currently platted as Lot 11, Block A, Woodland West Fifth Filing.

There have been no zoning cases in the general vicinity in the past five years.

Transportation: The proposed development has one point of access from Hastings Drive.

Thoroughfare	Existing	Proposed
Hastings Drive	50-foot, 2-lane undivided Local road	50-foot, 2-lane undivided Local road

Traffic Impact: A Specific Use Permit (SUP) for a secondary living unit will not alter underlying zoning and will therefore generate similar traffic patterns as the base zoning. The will be no significant impact to the adjacent roadway systems.

Water & Sewer: Water and Sanitary Sewer are available in the Hastings Drive Right-of-Way.

Drainage: The site is located in the Rush Creek drainage basin. The site has no portion within the FEMA floodplain. No significant drainage impacts are expected to result from development of this site as long as all relevant city ordinances are complied with.

Fire: Fire Station Number 3, located at 1820 South Fielder Road, provides protection to this site. The estimated fire response time is less than five minutes, which is in keeping with recommended standards.

School District: Arlington Independent School District.

The proposed zoning request is located in the Arlington Independent School District and has no impact on the schools serving this site.

Case Information

Notices Sent:

Neighborhood Associations:	ACTION North Arlington Alliance for Responsible Government East Arlington Review Far South Arlington Neighborhood Assn Forest Hills HOA Northern Arlington Ambience WeCan (West Citizen Action Network) Arlington ISD Kennedale ISD Mansfield ISD HEB ISD Enclave of Shady Valley HOA Graham Square Neighborhood Assn Lakewood Addition HOA Shady Valley West HOA Villas of Tuscany HOA Woodland West
Property Owners:	28
Letters of Support:	0
Letter of Opposition:	0

PLANNING AND ZONING COMMISSION SUMMARY:

Public Hearing: October 21, 2015

Specific Use Permit SUP15-7 (3411 Hastings Workshop – 3411 Hastings Drive)

Application for approval of a Specific Use Permit for a Secondary Living Unit, on approximately 0.193 acres, currently zoned Residential Single-Family 7.2 (RS-7.2); generally located north of West Park Row and west of Norwood Lane.

Present to speak in support of this case was Rance Keilstrup, 3411 Hastings Drive, 76013.

Present to speak in opposition to this case was Dorothy Lary, 3410 Halifax Drive.

Vice Chair McAlister moved to Approve Specific Use Permit SUP15-7. Seconded by Commissioner Croxton, the motion was approved by a vote of 6-3-0.

Ayes: McAlister, Croxton, McCurdy, Reilly, Fowler, and R. Smith
Nays: Talambas, Smith III, and Myers
Abstain: None

APPROVED

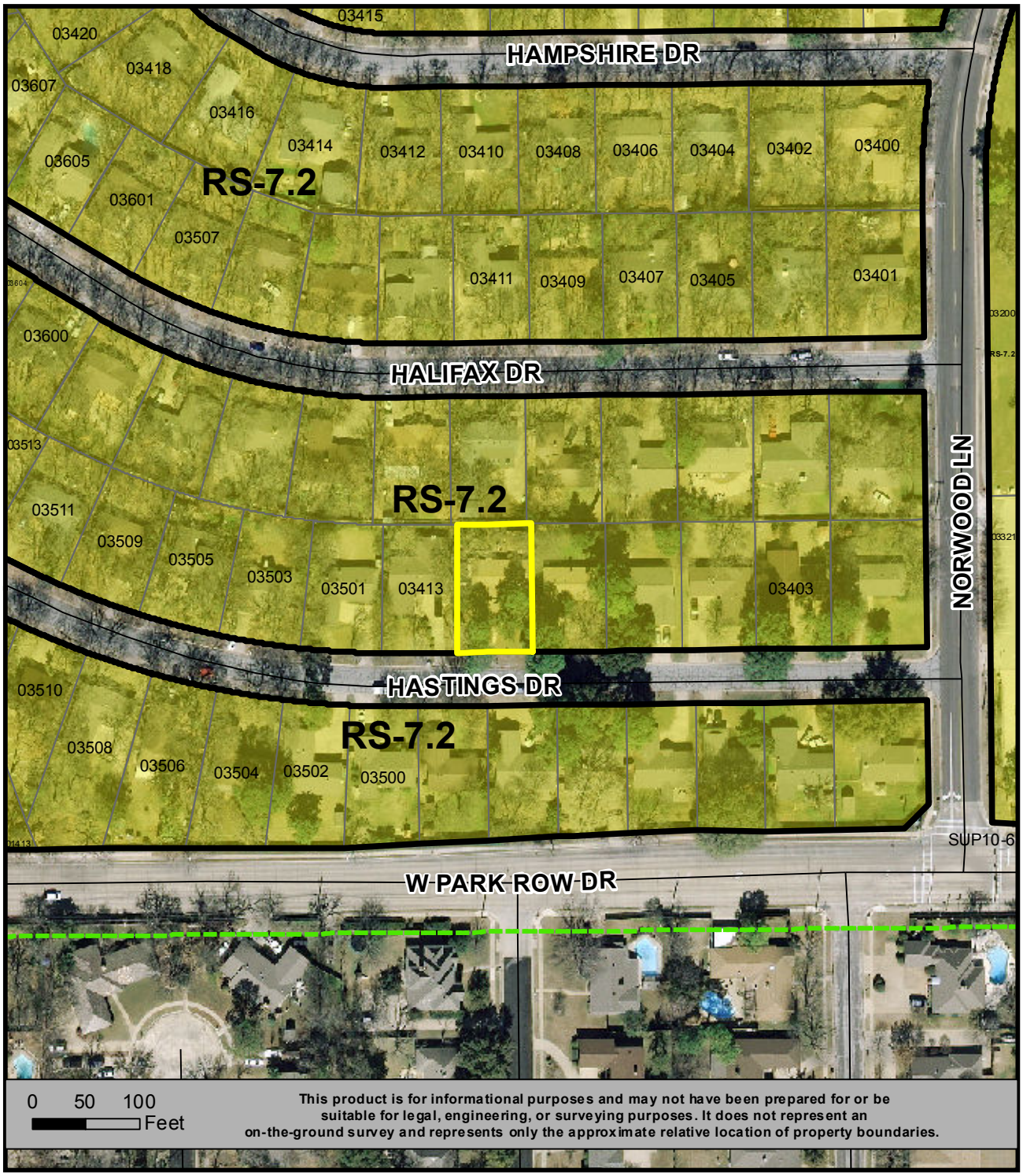
Itemized Allowable Uses

Allowable Uses: **RESIDENTIAL SINGLE FAMILY-7.2 (RS-7.2)**

Permitted - Dwelling, single-family detached on minimum 7,200 Square Feet, Non-Residential on minimum 15,000 square foot lots, Assisted living facility (≤6 residents), Community home for disabled persons, Foster family home, Foster group homes, Government administration and civic buildings, Religious assembly, Public or private school, Community garden, Public park or playground, Golf course, Utility lines, towers or metering station, garage (private), and accessory swimming pool (private).

Specific Use Permit (SUP) - Assisted living facility (≥7 residents), Philanthropic institution (other than listed), Bed and breakfast inn, Day care center, Country club, Marina, Airport or landing field, Gas well, Telecommunication Facilities Towers ≤75 ft., Stealth towers ≤100 ft., Telecommunication Facilities Towers >75 ft., Stealth towers >100 ft., Community center (private), and Secondary living unit.

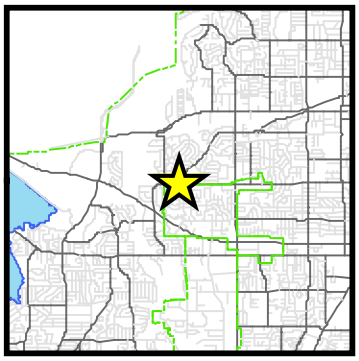
Conditions (C) – Telecommunication Facilities Building-mounted antennae and towers, Accessory building, Alternative energy system, Carport, and Home-based business.



LOCATION MAP
SUP15-7

SPECIFIC USE PERMIT FOR SECONDARY LIVING UNIT

N
W E
S

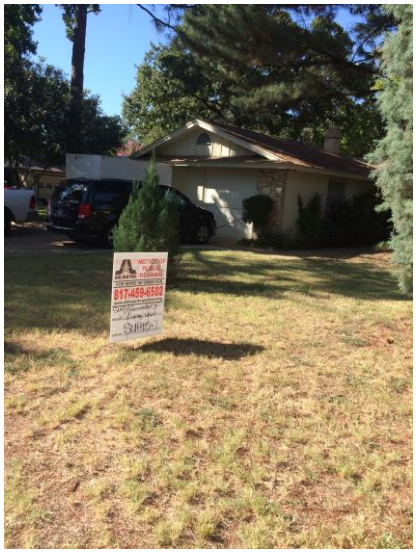


Prepared: 9-29-2015 iii-1 **KC**

SUP15-7

North of West Park Row Drive and west of Norwood Lane

View of the property across West Second Street. View south.



View of subject site. View north.

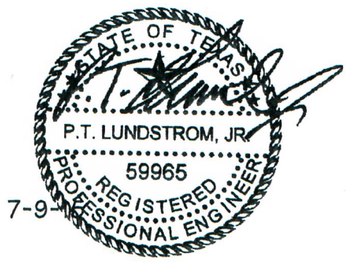
View of adjacent residential property as seen from the subject site. View west.

View of adjacent residential property located east of the subject site. View east.

Rauce

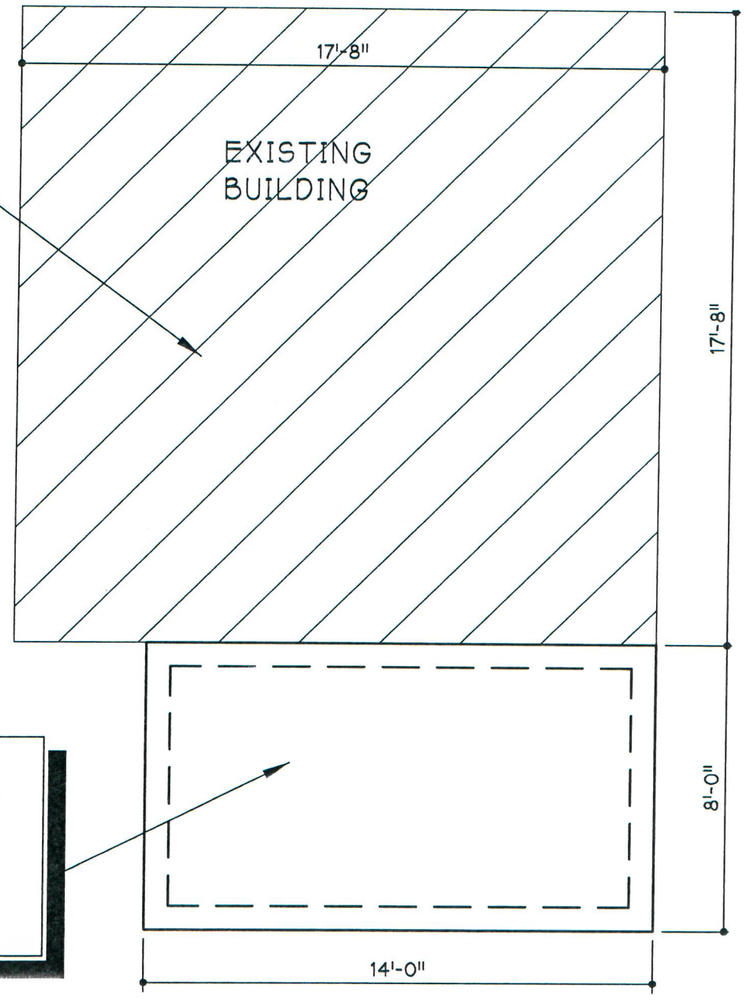
EXISTING BUILDING NOTES AS DESCRIBED:
1. 4X4 POSTS IN CONCRETE @36" O.C.
2. 4X6 CONT. ON CONCRETE FOOTING AT QUARTER POINTS.
3. 2X12 FLOOR JOISTS @12" O.C.
4. 3/4" THICK PLYWOOD TOUGUE AND GROOVE FLOORING.

FOUNDATION CONSTRUCTION IS ADEQUATE FOR RESIDENTIAL CONSTRUCTION PER 2009 IBC.



PAUL LUNDSTROM, PE
F-16918

NEW FOUNDATION CONTRUCTION NOTES:
1. 4" MIN. THICK SLAB-ON-GRADE W/ #4@12" O.C. E.W.
2. PERIMETER CONCRETE GRADE BEAM SHALL BE MIN. 8" WIDE AND MIN. 12" DEEP. GRADE BEAM DEPTH SHALL EXTEND A MIN. 8" BELOW FIN. GRADE. REINFORCE WITH MIN. 2-#4 BOT. CONT.
3. PROVIDE MIN. 10 MIL POLY VAPOR BARRIER UNDER SLAB.

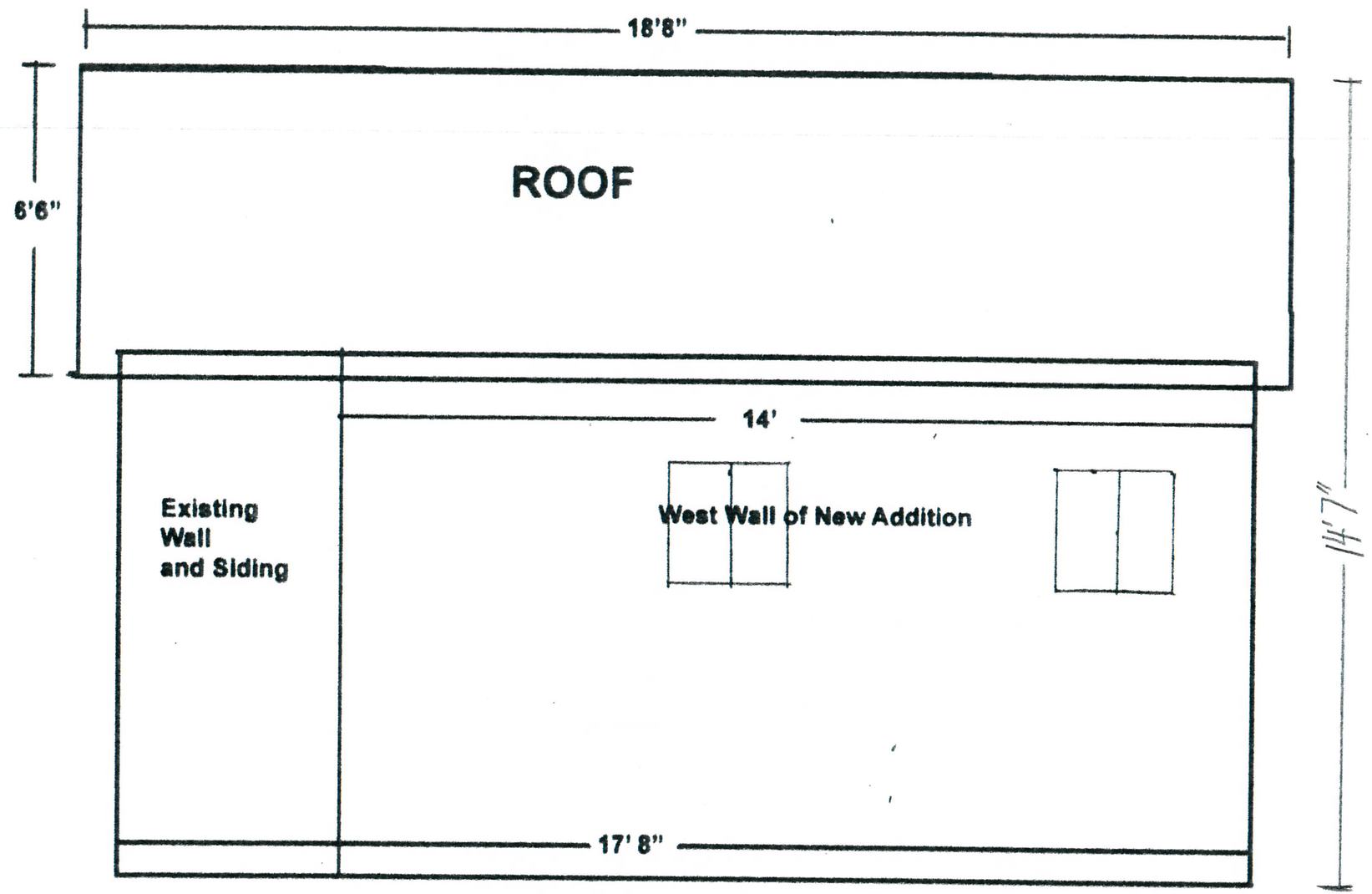


PLAN
NORTH

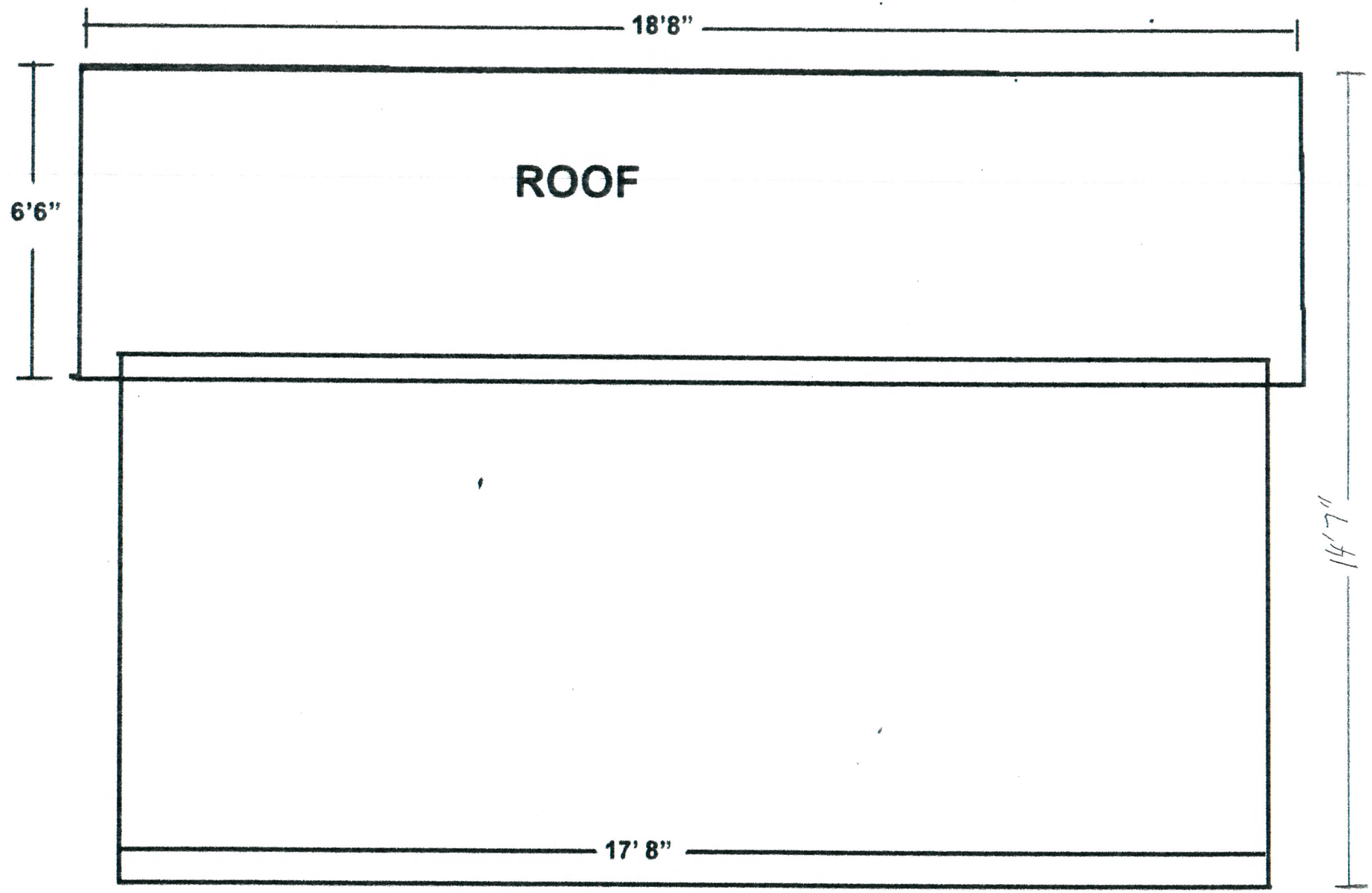
1 FOUNDATION PLAN

1/4"=1'-0"

RESIDENCE AT 3411 HASTINGS DR.
ARLINGTON, TX 76013



West Elevation



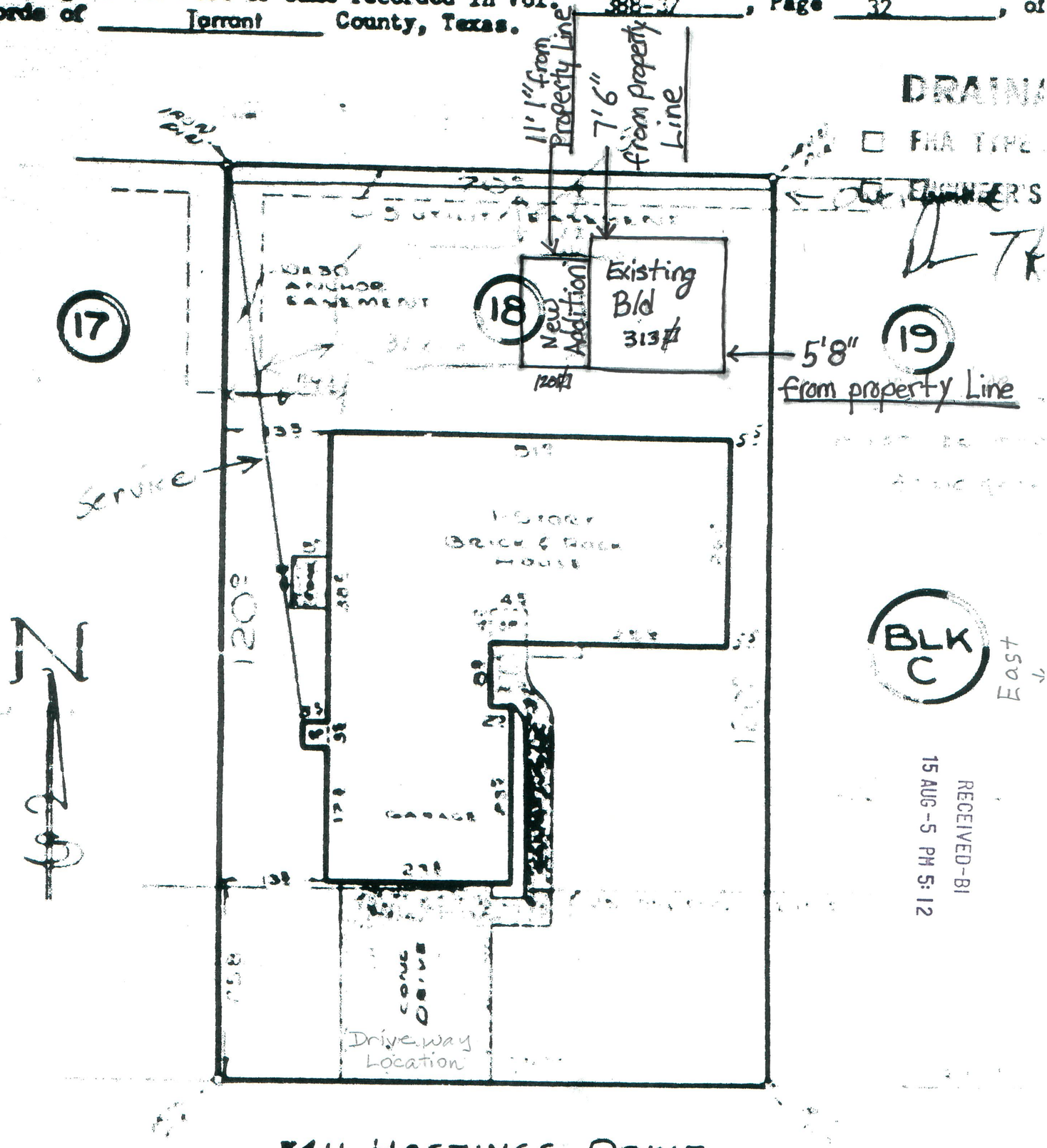
East Elevation

SURVEY PLAT

TO ALL PARTIES INTERESTED IN PREMISES SURVEYED:

This is to certify that We have, this date, made a careful and accurate survey on t
of property located at 3411 Hastings Drive in the
City of Arlington, Tarrant COUNTY, TEXAS, described a
Lot 18, Block C, Woodland West, Fifth Filing,

AN ADDITION TO THE City of Arlington, Tarrant COUNT
according to the Plat of same recorded in Vol. 388-37, Page 32, of
Records of Tarrant County, Texas.



3411 HASTINGS DRIVE

South

The Plat hereon is a true, correct and accurate representation of the property as
mined by survey, the lines and dimensions of said property being as indicated by
the size, location and type of buildings and improvements are as shown, all impr
being within the boundaries of the property, except as shown, set back from the p
lines the distances indicated, and that the distance from the nearest intersecting
road is as shown on said Plat. There are no encroachments, conflicts, protrusio

Staff Report

Specific Use Permit SUP10-23R2 (Liquitek)	
City Council Meeting Date: 11-10-15	Document Being Considered: Ordinance

RECOMMENDATION
Following the public hearing, consider Specific Use Permit SUP10-23R2.

PRIOR BOARD OR COUNCIL ACTION
On December 8, 2010, the Planning and Zoning Commission recommended approval of SUP10-23 by a vote of 5-0-0, subject to conditions.

On February 8, 2011, City Council approved SUP10-23 by a vote of 9-0-0.

On October 21, 2015, the Planning and Zoning Commission recommended approval of SUP10-23R2 with the following stipulation:

1. When the new building is constructed, discontinue use of the original building for processing.

ANALYSIS
Request - The applicant requests approval of a revision to the Specific Use Permit (SUP) for a High Impact use on approximately 2.378 acres of land zoned Industrial Manufacturing (IM); addressed at 408 113th Street, and generally located east of 113th Street and south of East Randol Mill Road.

High Impact uses in IM zoning require approval of a SUP. This is to ensure the use is compatible with the surrounding properties and consistent with the character of the area. No deviations to the Unified Development Code (UDC) standards are allowed through a SUP. However, approval of a SUP may establish reasonable conditions with regards to the operation of the use.

Site Information – The site lies within the Great Southwest Industrial Park and is surrounded by industrial uses on all sides. North Great Southwest Parkway and East Randol Mill Road, both Major Arterials, are located in close proximity to the site providing direct access to Interstate 30 and nearby rail transportation. The subject site is developed with two existing buildings on site both used to operate Liquitek, a liquid processing facility at this location. The process includes removing water from the material and returning water to the City's sewer system per an existing City of Arlington Wastewater Permit.

The applicant proposes to add a building for processing and storage to the site. Processing of waste prior to the building addition is located in the original building on site. With the building addition, processing will no longer take place in the original building and waste material will only be processed in the new building. The proposed building will contain dewatering boxes and water treatment equipment used in the processing of waste from restaurants, churches, and schools. The applicant is including shutter fans in each end of the proposed building and providing a second air scrubber on site solely for odor control of the proposed building.

Five additional parking spaces will be required and are provided for the proposed project. The applicant is also proposing to install seven Cedar Elm trees to the site. In addition, shrubs are proposed to screen the existing areas. Misting nozzles have been installed on perimeter fencing emitting an odor-reducing fragrance to assist with odor control.

Past Violations - Liquitek was granted an administrative revision SUP10-23R1 in 2012, which included an expansion of a concrete slab and cover for the exterior storage area. Due to odor issues, the cover was enclosed to limit the odor escape. The applicant acknowledges completing work in excess of the permit by enclosing the structure. Hence, in addition to the proposed building, the SUP revision also requests to rectify the past unpermitted work.

The business has been issued multiple city violations for odorous emissions. The applicant has installed an air scrubber, misting devices, and altered their operating practices in an effort to minimize the odorous emissions.

Additionally, Liquitek has been in violation of wastewater leaving the facility in excess of allowable limits. Through the stipulations put in place from P&Z and City Council through the original SUP approval and the City's Water Department enforcing additional sampling and monitoring, the site has not been in recent violation of excess levels of waste leaving the facility.

Comprehensive Plan – The addition of the building at this location is compatible with the Regional Industrial Center land uses described in the Comprehensive Plan and the Economic Development Strategy, as it can allow the existing business to grow in a compatible location. The requested SUP is in general conformance with the Comprehensive Plan.

FINANCIAL IMPACT

None

ADDITIONAL INFORMATION

Attached:	Ordinance with Exhibits A and B Plans (3 pages) 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. 15-____

An ordinance adopting revised Specific Use Permit SUP10-23R2 for a High Impact use on certain property known as 408 113th Street zoned Industrial Manufacturing (IM); amending the Zoning District Map accordingly; authorizing the building official to issue permits upon an effective date; providing for a fine of up to $2,000.00 for each violation; providing this ordinance be cumulative; and providing for severability, governmental immunity, injunctions, publication, and an effective date.

WHEREAS, after notice and public hearing the Planning and Zoning Commission heard and recommended approval of the revised Specific Use Permit SUP10-23R2 on October 21, 2015;

WHEREAS, after notice and public hearing, and upon consideration of the recommendation of the Commission and of all testimony and information submitted during the public hearing, the City Council has determined that the use will: complement or be compatible with the surrounding uses and community facilities; contribute to, enhance or promote the welfare of the area of the SUP and adjacent properties; not be detrimental to the public health, safety or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council has determined that it is in the best interest of the public and in support of the health, safety, morals, and general welfare of the citizens that the specific use permit be approved. Now therefore

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

1.

A revised specific use permit for a High Impact use is hereby granted for the property known as 408 113th Street, described in Exhibit A, and the Zoning District Map shall be amended to reflect the change made by this ordinance. Development and use of the property shall be in compliance with this ordinance, the conditions stated in Exhibit B, and the attached site plan. In the event of a conflict between the provisions in Exhibit B and the provisions in any other exhibit, the provisions in Exhibit B control.

2.

If no development activity has commenced on the property described in Exhibit A within two years after the date of City Council approval, the Specific Use Permit shall expire, unless the director of Community Development and Planning grants an extension as provided in Section 10.3.10.B of the Unified Development Code.

3.

Any person, firm, corporation, agent or employee thereof who violates any of the provisions of this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be fined an amount not to exceed Two Thousand Dollars and No Cents ($2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

4.

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Arlington; and this ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

5.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

6.

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of Arlington in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

7.

Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Arlington in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Arlington.

8.

The caption and penalty of this ordinance shall be published in a newspaper of general circulation in the City of Arlington, Texas, in compliance with the provisions of Article VII, Section 15, of the City Charter. Further, this ordinance may be published in pamphlet form and shall be admissible in such form in any court, as provided by law.

This ordinance shall become effective upon second publication.

PRESENTED AND GIVEN FIRST READING on the **10th** day of **November, 2015**, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the **17th** day of **November, 2015**, by a vote of **___ ayes and ____ nays** at a regular meeting of the City Council of the City of Arlington, Texas.

_____
W. JEFF WILLIAMS, Mayor

ATTEST:

_____
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY _____

SUP10-23R2

EXHIBIT “A”

BEING approximately 2.378 acres of land with frontage on 113th Street and is commonly known as Site 23 of the Great Southwest Industrial Community No. 2 Sixth Installment, an addition to the City of Arlington, Texas;

AND being located east of 113th Street and south of East Randol Mill Road, with the approximate address being 408 113th Street.

SUP10-23R2

EXHIBIT “B”

1. The zoning of this site is Industrial Manufacturing (IM) with a revised Specific Use Permit for a High Impact use.

2. The proposed building with this Specific Use Permit revision shall be used for processing and storage purposes. When the building is constructed, the processing facility shall completely be removed from the original building and moved into this building.

3. The proposed exterior waste storage area building shall be 4,125 square feet in size.

4. New bay doors must not be oriented on street façade.

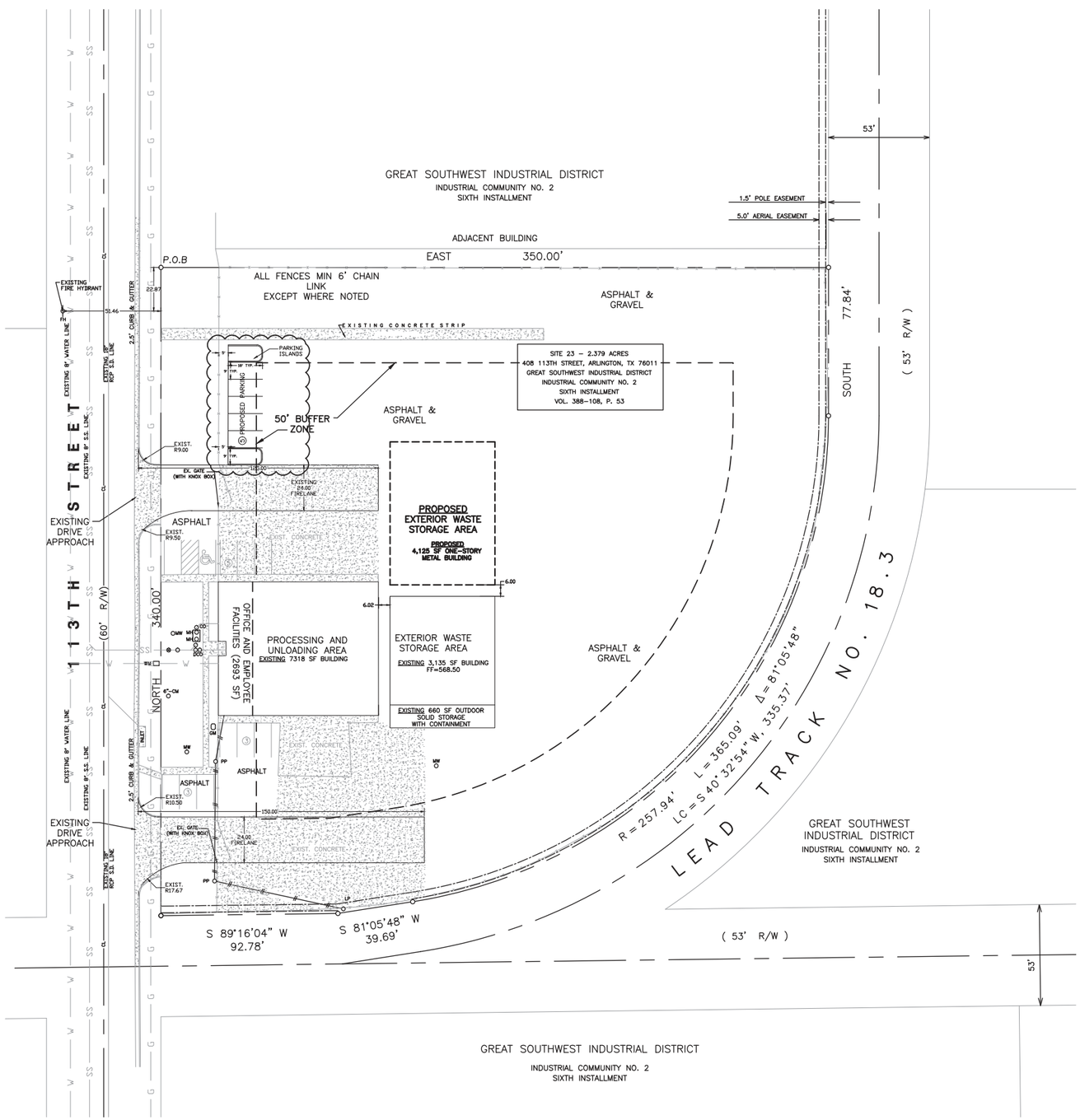
5. Seven cedar elm trees shall be planted on site.

6. Shrubs with a minimum height of 30 inches at planting must be installed at all parking areas to establish screening of the parking spaces.

7. Odor suppression system must be maintained to alleviate potential odor nuisances.

8. Facility must maintain an exempt status from the Code of Federal Regulations which would pertain to 40 CFR 437.1 (b) (8) - Centralized Waste Treatment

9. In the event of a conflict between the provisions in this Exhibit B and any other exhibits to this ordinance, the provisions of Exhibit B control.



GENERAL DEVELOPMENT NOTES

1. THE CITY IS TO BE NOTIFIED 24 HOURS PRIOR TO ANY CONSTRUCTION.

2. WORK WILL NOT BE ACCEPTED WITHOUT A PERMIT AND INSPECTION OF WORK BY THE CITY (OR ITS DESIGNATED ENGINEERING REPRESENTATIVE).

3. NO PERSON SHALL OPEN, TURN OFF, INTERFERE WITH, ATTACH ANY HOSE TO, OR TAP ANY WATER MAIN BELONGING TO THE CITY OR WATER COOPERATIVE UNLESS DULY AUTHORIZED TO DO SO.

4. ARRANGEMENTS FOR CONSTRUCTION OF WATER LINES SHALL BE MADE THROUGH THE CITY OR APPLICABLE WATER COOPERATIVE.

5. ROUGH GRADING IS TO BE DONE PRIOR TO CONSTRUCTION OF UTILITIES.

6. ALL BORES UNDER EXISTING STREETS OR ALLEYS SHALL BE LINED WITH WITH SMOOTH STEEL CARRIER PIPES UNLESS OPEN CUTTING OF THE STREET IS PERMITTED. ENDS OF STEEL CARRIER PIPE TO BE SEALED WITH GROUT OR APPROVED RUBBER BOOT.

7. THERE WILL BE NO EXTRA PAY ITEMS FOR PLUGGING EXISTING AND PROPOSED RCP'S AND SEWER LINES.

8. THE CONTRACTOR SHALL ADJUST THE TOPS OF MANHOLES, VALVES, METER BOXES, FIRE HYDRANTS, AND OTHER UTILITY APPURTENANCES TO FIT THE FINISHED PAVING AND SHOULDERS. THERE WILL BE NO SEPARATE PAY ITEM FOR THIS WORK AND THE COST SHALL NOT BE INCLUDED IN THE BID PRICE FOR OTHER ITEMS.

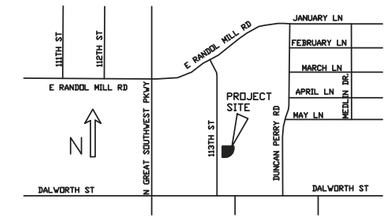
9. THE CONTRACTOR SHALL PROTECT ALL EXISTING WATER, SEWER, GAS, TELEPHONE, ETC. UTILITIES. DAMAGED UTILITIES SHALL BE REPLACED OR PAID FOR BY THE CONTRACTOR AT NO EXTRA COST TO THE OWNER.

10. THE LOCATION OF EXISTING UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE UNLESS SPECIFICALLY NOTED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE AND VERIFY ON-SITE ANY UTILITIES THAT MAY CONFLICT WITH THE CONSTRUCTION. AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION IN THE VICINITY OF EXISTING UNDERGROUND UTILITIES, THE CONTRACTOR SHALL NOTIFY THE APPLICABLE UTILITY OWNER.

11. FIRE LANES SHALL BE PROPERLY MARKED WITH A SIX-INCH RED STRIPE WITH FOUR INCH WHITE LETTERS STATING "FIRE LANE NO PARKING" EVERY TEN TO TWENTY-FIVE FEET ALONG THE ENTIRE LENGTH OF FIRE LANE. FIRE LANE MARKINGS SHALL BE ON THE VERTICAL SURFACE OF THE CURB WHEN A CURB IS PRESENT.

CONTRACTOR TO CONTACT ALL UNDERGROUND UTILITY COMPANIES PRIOR TO BEGINNING OF ANY EXCAVATION WORK.

EXERCISE CAUTION WHEN WORKING IN AREA NEAR OVERHEAD ELECTRIC LINES



VICINITY MAP
NOT TO SCALE

SITE DEVELOPMENT DATA		
ZONING IM - INDUSTRIAL MANUFACTURING		
EXISTING USE		
HIGH IMPACT SUP 10-23		
PROPOSED USE		
HIGH IMPACT SUP 10-23		
SITE DATA		
103,629 SQ. FT. (2.379 acres)		
BUILDNG USES / AREAS		
OFFICE/ADMINISTRATIVE (EXISTING BLDG.)		2693 SQ. FT.
INDOOR STORAGE (EXISTING BLDG.)		3135 SQ. FT
INDOOR STORAGE (PROPOSED BLDG.)		4125 SQ. FT.
PROCESSING/UNLOADING (EXISTING BLDG.)		4625 SQ. FT
BUILDING HEIGHT		
MAIN BUILDING (EXISTING)		23 FT
INDOOR STORAGE (EXISTING)		19 FT
INDOOR STORAGE (PROPOSED)		23 FT
OFF-STREET PARKING		
USE / FORMULA	REQUIRED	PROVIDED
OFFICE / ADMINISTRATIVE (SCHEDULE B) (2 SP/1000 GFA) 2693 GFA	6	6
INDOOR STORAGE OR PROCESSING (SCHEDULE C) (0.8 SP/1000 GFA) 11,885 GFA	10	10
TOTAL REQUIRED PARKING SPACES (INCLUDING ACCESSIBLE PARKING)	16	16

LEGEND

— W — W —	EXISTING WATER LINE
— SS —	EXISTING SANITARY SEWER
— X — X —	EXISTING FENCING
— G — G —	EXISTING GAS LINE
MW	EXISTING MONITORING WELL
FH	EXISTING FIRE HYDRANT
CO	EXISTING CLEAN OUT
MH	EXISTING MANHOLE
GM	EXISTING GAS METER
WM	EXISTING WATER METER

C1 SUP SITE PLAN
SCALE: 1" = 30'

30 0 30 60
GRAPHIC SCALE IN FEET

AME Engineering, Inc.
TEXAS FIRM F-16469
EMAIL: mail@ameengineer.com
PHONE: 817-653-4122
FAX: 817-754-6615
MAIL: 3825 W Green Oaks Blvd Ste 200, Arlington TX 76016

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JESSICA J. KILGORE, P.E. 106106 ON JULY 15, 2015 REVISED AUGUST 24, 2015

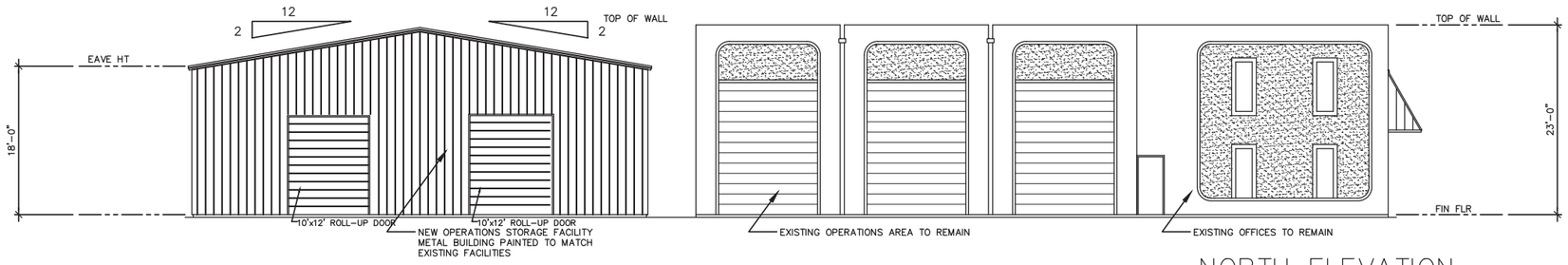
STATE OF TEXAS
JESSICA J. KILGORE
106106
LICENSED
PROFESSIONAL ENGINEER

LIQUITEK, LLC
FACILITY ADDITION
408 113TH STREET
ARLINGTON, TX

CONTACT NAME: KEVIN WHITE
CONTACT PHONE: 817-652-2780

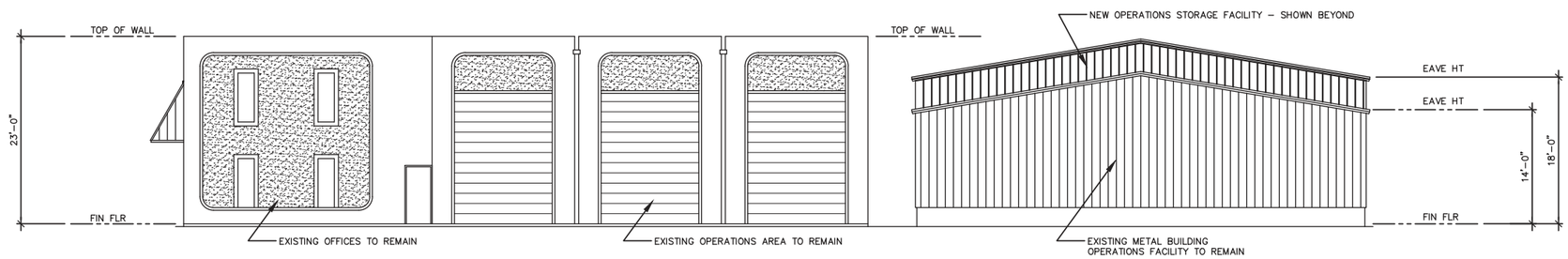
AME PROJECT # 1067

SHEET NUMBER
C1



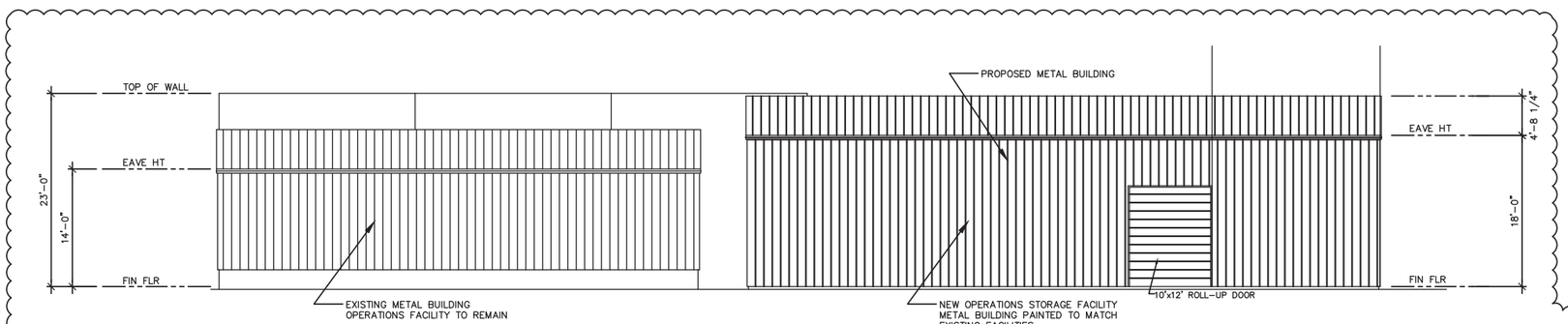
NORTH ELEVATION

SCALE: 1/8" = 1'-0"



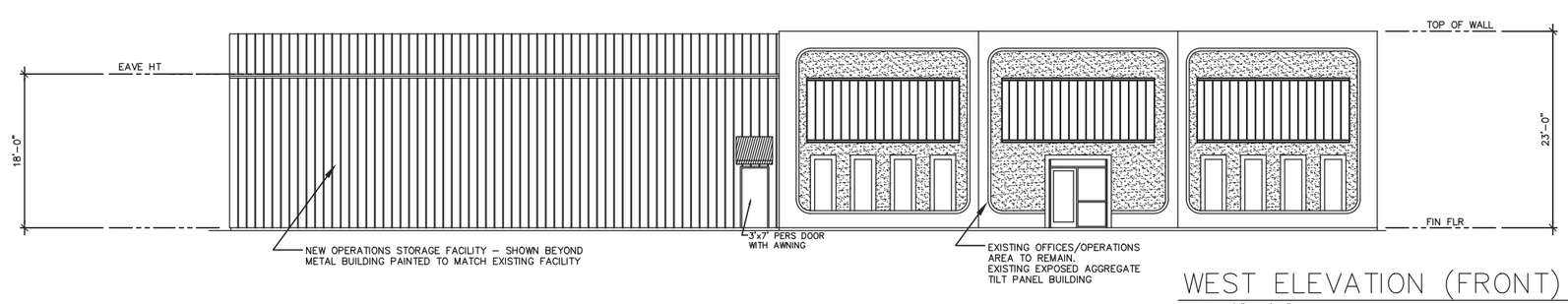
SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



EAST ELEVATION (REAR)

SCALE: 1/8" = 1'-0"



WEST ELEVATION (FRONT)

SCALE: 1/8" = 1'-0"

AME Engineering, Inc.
TEXAS FIRM F-16469
EMAIL: mail@ameengineer.com
PHONE: 817-653-4122
FAX: 817-754-6615
MAIL: 3825 W Green Oaks Blvd Ste 200, Arlington TX 76016

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JESSICA J. KILGORE, P.E. 106106 ON JULY 15, 2015 REVISED AUGUST 24, 2015

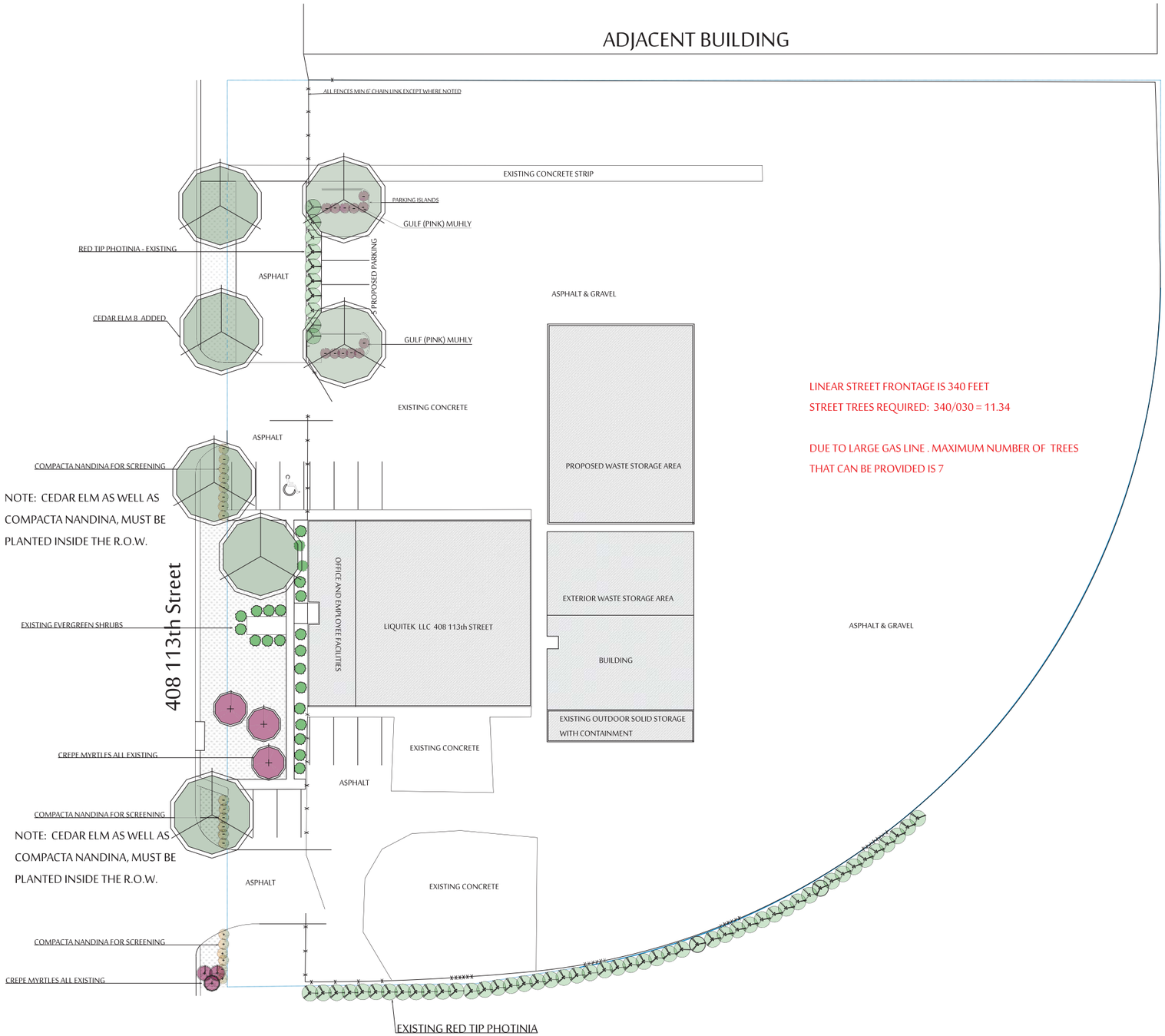
STATE OF TEXAS
JESSICA J. KILGORE
106106
LICENSED
PROFESSIONAL ENGINEER

LIQUITEK, LLC
FACILITY ADDITION
408 113TH STREET
ARLINGTON, TX

CONTACT NAME: KEVIN WHITE
CONTACT PHONE: 817-652-2780

AME PROJECT # 1061

SHEET NUMBER
A1



LINEAR STREET FRONTAGE IS 340 FEET

STREET TREES REQUIRED: 340/030 = 11.34

DUE TO LARGE GAS LINE . MAXIMUM NUMBER OF TREES THAT CAN BE PROVIDED IS 7

0 10 20 40
1" = 20'

Landscape

Quantity	Symbol	Description
Grasses		
12		Pink Muhly 3 gal
Shrubs Under 4 Feet		
22		Existing Evergreen Shrub 3 gal
20		Nandina dom. compacta 5 Gallon
Trees		
6		Crape Myrtle,Arapaho Red 60 inch EXISTING
7		Elm, Cedar 3 to 3 1/2
59		Photinia, Red-Tip 5 gallon EXISTING

AME PROJECT #

SHEET # LANDSCAPE 1

LIQUITEK, LLC
408 113TH STREET
ARLINGTON TX

AME Engineering, Inc.
EMAIL: mail@ameengineer.com
PHONE: 817-653-4122
FAX: 817-754-6615
MAIL: 3625 W Green Oaks Blvd Ste 200, Arlington TX 76016

9/14/2015

DESIGN ONLY

Pickering LLC
CAD
Landscape & Irrigation
DESIGN
214-549-8111 - rpickering.com

Case Information

Applicant: Liquitek LLC represented by David Martin

Property Owner: LJC Properties LLC represented by Ann Ngo

Sector Plan: East

Council District: 1

Allowable Uses: All uses as itemized in attachment ii.

Development History: The subject site is currently platted as Site 23 of the Great Southwest Industrial Community No. 2 Sixth Installment.

SUP10-23 for this site was approved February 11, 2011. SUP10-23R1 was administratively completed October 30, 2012.

Transportation: The site has two points of access, both from 113th Street.

Thoroughfare	Existing	Proposed
113th Street	60-foot; 2-lane undivided local road	60-foot; 2-lane undivided local road

Traffic Impact: The additional 4,125 sf building will generate similar traffic patterns and will not significantly impact the adjacent roadway system.

Water & Sewer: Water is available along 113th Street. Sewer is available along 113th Street and along the Great Southwest Industrial District 6th installment Comm 2 Lead Track No. 18.3.

Drainage: The site is located in the Johnson Creek drainage basin. The site has no portion within the FEMA floodplain. No significant drainage impacts are expected to result from development of this site as long as all relevant city ordinances are complied with.

Fire: Fire Station Number 11, located at 2204 Ballpark Way, provides protection to this site during the reconstruction of Fire Station Number 5 located at 2921 East Randol Mill Road. The estimated fire response time is five minutes, which is in keeping with recommended standards.

School District: Arlington Independent School District.

The proposed zoning request is located in the Arlington Independent School District and has no impact on the schools serving this site.

Case Information

Notices Sent:

Neighborhood Associations:	ACTION North Arlington Alliance for Responsible Government Arlington Chamber of Commerce East Arlington Review Far South Arlington Neighborhood Assn Forest Hills HOA Northern Arlington Ambience WeCan (West Citizen Action Network) Arlington ISD Kennedale ISD Mansfield ISD FW ISD HEB ISD Central Arlington Property Owners, Inc.
Property Owners:	8
Letters of Support:	0
Letter of Opposition:	0

PLANNING AND ZONING COMMISSION SUMMARY:

Public Hearing: October 21, 2015

Specific Use Permit SUP10-23R2 (Liquitek – 408 113th Street)

Application for approval of a revision to the Specific Use Permit for a High Impact use, on approximately 2.378 acres, currently zoned Industrial Manufacturing (IM); generally located east of 113th Street and south of East Randol Mill Road.

Present to speak in support of this case were Dave Martin, 4511 Fairway, Dallas, 75219; and Kevin White, 408 113th Street, 76011.

Also present in support of this case were Alison Reeves, 5017 Racquet Club Drive, 76017; and Sidney Henggeler, 5018 Racquet Club Drive, 76017.

Commissioner Croxton moved to Approve Specific Use Permit SUP10-23R2 with the following stipulation:

When the new building is constructed, discontinue use of the original building for processing.

Seconded by Commissioner Smith III, the motion was approved by a vote of 9-0-0.

APPROVED

Itemized Allowable Uses

Allowable Uses: **Industrial Manufacturing (IM)**

Permitted – Crop production, bar, night club, banquet hall, wedding chapel, bingo parlor, bowling alley, billiards, indoor theatre, skating rink, gun range (indoor), recreation-inside/outside, public park, playground or golf course, country club with golf course, yacht club or marina, catering service, cleaning laundry, copy center, restaurant, nursery, garden shop or plant sales; building and landscape materials and lumber sales, antique shop, second hand goods, pawn shop, rental store, new retail gun sales, boat accessory sales, rental, and service, specialty paraphernalia, general retail store, tattoo parlor, massage therapy, personal household service, package liquor stores, auto parts accessory and sales, auto service, minor auto repair, major auto repair garage, gasoline sales, car wash, motor vehicle sales and rental, commercial parking, veterinary clinic, commercial kennel, commercial stables, radio or TV studio, bail bond service, swimming pool accessory sales and service, heavy machinery and equipment sales/rental/service, commercial cleaners, custom and craft work, wholesale supply business, cold storage plant, distribution center, food processing, light manufacturing, warehouse, wrecker service, salvage or reclamation of products (indoor), church, college, university or seminar, business school, trade school, government facility, museum or art gallery, philanthropic institution, private club, lodge or fraternal organization, medical or scientific research lab, mortuary or funeral chapel, cemetery, emergency shelter, women's shelter, electric utility substation, railroad yard, shop, or roundhouse, transit passenger terminal, transit passenger shelter, utility lines, towers, or metering stations, utility installation, accessory caretakers quarters, accessory garage-private, and customarily incidental.

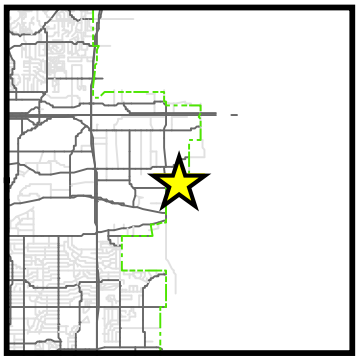
Specific Use Permit (SUP) - Full service hotel, motel, residences hotel/motel, gun club or outdoor target range, horse or auto racing, large scale retail, asphalt or concrete batch plant, livestock sales/shipping facilities, high impact use, salvage or reclamation of products (outdoor), day care, public or private school, halfway house, prison, airport, heliport or landing field, and electric generating plant and gas drilling.

Conditions (C) - Trailer camp or park, teen club, sexually oriented business, open air vending, large scale retail, alcohol sales, recycling collection center, mini-warehouses, outside storage, wireless telecommunications facilities, temporary carnival, circus or amusement ride, temporary construction field office; temporary construction storage yard, accessory outside display and sales; nursery, and accessory outside storage.

LOCATION MAP
SUP10-23R2

REVISION TO A SPECIFIC USE PERMIT
2.378 ACRES

N
W E
S



SUP10-23R2

East of 113th Street and South of East Randol Mill

View of the subject site, location of the proposed structure. View east.

View of subject site. View south.

View of adjacent commercial warehouse property as seen from the subject site. View southeast.

View of subject site with notification sign. View southeast.

Staff Report

Abandonment of Private Easement	
City Council Meeting Date: 11/10/15	Document Being Considered: Ordinance

RECOMMENDATION

Approve an ordinance authorizing abandonment of a private, variable width access easement on Lot 29-R, William O'Neal Addition, which is addressed at 1341, 1351 and 1361 Horton Circle, Arlington, Texas 76001

PRIOR BOARD OR COUNCIL ACTION

None

ANALYSIS

Per Article VII of the City of Arlington Administrative Code, abandonment of a private easement for this property requires City Council approval.

The private easement was placed on the existing plat, a copy of which is attached for your reference. The easement, which runs east and west through the middle of the property, is not necessary to facilitate the corporate headquarters construction for D.R. Horton. In addition, the existing easement is not needed to provide adequate access to the adjacent properties.

Staff requests City Council approval to abandon the private easement in support of the D.R. Horton headquarters construction. Emergency first and final reading of this ordinance is requested to facilitate D.R. Horton's construction schedule.

FINANCIAL IMPACT

None

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Jim Parajon, FAICP
Deputy City Manager
817.459.6103
Jim.parajon@arlingtontx.gov

Ordinance No. _____

An ordinance vacating and abandoning a variable width access easement on Lot 29-R, William O'Neal Addition, in the City of Arlington, Tarrant County, Texas; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions, declaring an emergency and establishing an effective date

WHEREAS, D. R. Horton, Inc. has requested that the City of Arlington abandon and vacate a variable access easement situated in Lot 29-R, William O'Neal Addition, City of Arlington, Tarrant County, Texas; and

WHEREAS, the City Council further finds and has determined after careful study and consideration that the referenced access easement is not being used by, nor is useful to, the public in general and therefore constitutes a public charge without a corresponding public benefit, and the public would be better served and benefitted by the vacation and abandonment thereof; NOW THEREFORE

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

1.

That the variable access easement situated in Lot 29-R, William O'Neal Addition, City of Arlington, Tarrant County, Texas, and said easement being more shown on the proposed plat reflected in Exhibit "A" attached hereto and incorporated herein for all intents and purposes, is hereby officially vacated and abandoned subject to the provisions contained in the "Administration" Chapter of the Code of the City of Arlington, 1987, as amended.

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 public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of Arlington in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

5.

Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Arlington in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Arlington.

6.

This is an ordinance for the immediate preservation of the public peace, property, health and safety, and is an emergency measure within the meaning of Article VII, Sections 11 and 12, of the City Charter; and the City Council, by the affirmative vote of all of its members present and voting, hereby declares that this ordinance is an emergency measure, and the requirement that it be read at two (2) meetings, as specified in Section 11, is hereby waived.

7.

This ordinance shall become effective upon passage and signature by the Mayor.

PRESENTED, FINALLY PASSED AND APPROVED, AND EFFECTIVE on the _____ day of November, 2015, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

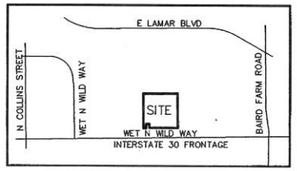
_____
W. JEFF WILLIAMS, Mayor

ATTEST:

_____
MARY SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY _____



LOCATION MAP
N.T.S.

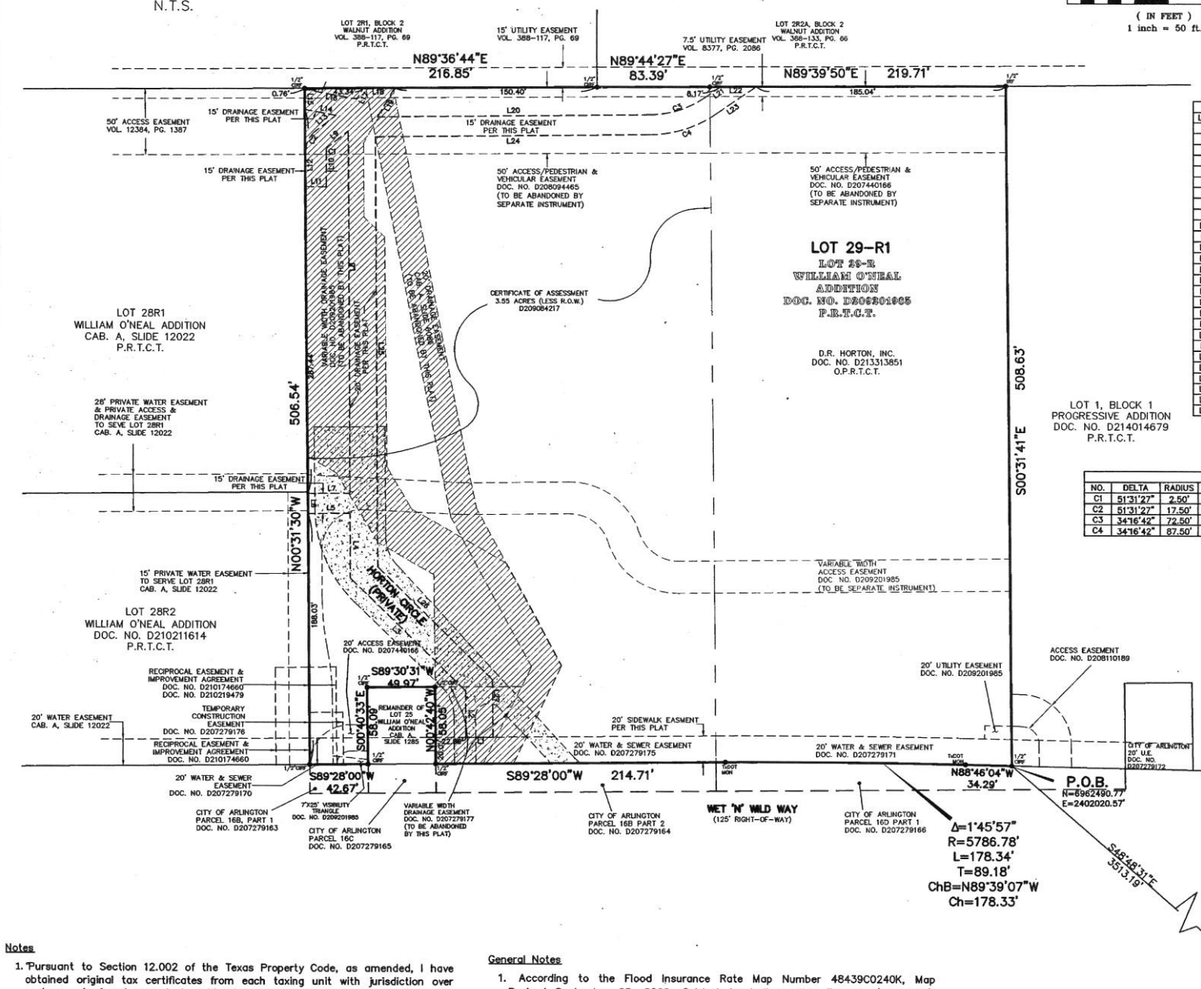
LEGEND

POB	POINT OF BEGINNING
CIRF	CAPPED IRON ROD FOUND
IRF	IRON ROD FOUND
P.R.T.C.T.	PLAT RECORDS TARRANT COUNTY TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY TEXAS
	EASEMENT THAT ARE HATCHED ARE TO BE ABANDONED BY THIS PLAT
	HORTON CIRCLE (PRIVATE)

GRAPHIC SCALE

50 0 25 50 100

(IN FEET)
1 inch = 50 ft.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°28'31"W	20.00'
L2	N00°31'29"W	35.04'
L3	N45°31'29"W	119.54'
L4	N00°19'49"W	48.46'
L5	S89°26'22"W	31.11'
L6	N00°31'30"W	15.00'
L7	S89°26'22"W	31.16'
L8	N00°19'49"W	270.87'
L9	S51°31'27"W	19.56'
L10	S00°00'00"W	27.76'
L11	N90°00'00"W	15.00'
L12	S00°00'00"W	27.76'
L13	S51°31'27"W	19.67'
L14	N79°04'21"W	23.42'
L15	S00°31'30"E	15.30'
L16	N79°04'21"W	39.21'
L17	N29°40'11"E	9.77'
L18	N89°36'44"E	23.11'
L19	N29°40'11"E	25.29'
L20	N89°25'40"E	201.64'
L21	S55°11'27"W	14.78'
L22	N89°39'50"E	26.50'
L23	S55°11'27"W	36.62'
L24	N89°25'40"E	203.31'
L25	N00°19'49"W	321.68'
L26	N45°31'29"W	119.50'
L27	N00°31'29"W	43.32'

CURVE TABLE							
NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD
C1	51°31'27"	2.50'	2.25'	1.21'	S25°45'44"W	2.17'
C2	51°31'27"	17.50'	15.74'	8.45'	S25°45'44"W	15.21'
C3	34°16'42"	72.50'	43.37'	22.36'	N72°19'48"E	42.73'
C4	34°16'42"	87.50'	52.35'	26.98'	N72°19'48"E	51.57'

STATE OF TEXAS ~

COUNTY OF TARRANT~

WHEREAS, D.R. Horton, Inc. is the owner of a parcel of land located in the City of Arlington, Tarrant County, Texas, a part of the William O'Neal Survey, Abstract Number 1190, and being all of Lot 29-R, Replat of William O'Neal Addition, an addition to the City of Arlington as recorded in Document Number D209201985, Plat Records of Tarrant County, Texas, and also being all that parcel of land described as Tract 1 in deed to D.R. Horton, Inc. as recorded in Document Number D213313851, Official Public Records of Tarrant County, Texas, and being further described as follows:

BEGINNING at a one-half inch iron rod with cap stamped "JPH LAND SURVEYING" found at the southeast corner of said Lot 29-R, said point being the southwest corner of Lot 1, Block 1, Progressive Addition, an addition to the City of Arlington as recorded in Document Number D214014679, Plat Records of Tarrant County, Texas, said point also being in the north right-of-way line of Wet N Wild Way (a 125 foot right-of-way);

THENCE along the south line of said Lot 29-R and the north right-of-way line of Wet N Wild Way as follows:
North 88 degrees 46 minutes 04 seconds West, 34.29 feet to a Texas Department of Transportation Monument found for corner;
Northwesterly, 178.34 feet along a curve to the left having a central angle of 01 degrees 45 minutes 57 seconds, a radius of 5786.78 feet, a tangent of 89.18 feet, and whose chord bears North 89 degrees 39 minutes 07 seconds West, 178.33 feet to a Texas Department of Transportation Monument found for corner;
South 89 degrees 28 minutes 00 seconds West, 214.71 feet to a one-half inch iron rod with cap stamped RPLS No. 5310 found for corner;

THENCE continuing along the south line of said Lot 29-R as follows:
North 00 degrees 42 minutes 40 seconds West, 58.05 feet to a one-half inch iron rod with cap stamped RPLS No. 5310 found for corner;
South 89 degrees 30 minutes 31 seconds West, 49.97 feet to a one-half inch iron rod with cap stamped RPLS No. 5310 found for corner;
South 00 degrees 40 minutes 33 seconds East, 58.09 feet to a one-half inch iron rod with cap stamped RPLS No. 5310 found for corner, said point also being in the north right-of-way line of Wet N Wild Way;

THENCE South 89 degrees 28 minutes 00 seconds West, 42.67 feet along the north right-of-way line of Wet N Wild Way to a one-half inch iron rod with cap stamped RPLS No. 5310 found at the southwest corner of said Lot 29-R, said point also being the southeast corner of Lot 28R-2, William O'Neal Addition, an addition to the City of Arlington as recorded in Cabinet A, Slide 12022, Plat Records of Tarrant County, Texas;

THENCE North 00 degrees 31 minutes 30 seconds West, 506.54 feet to a one-half inch iron rod with cap stamped RPLS No. 5310 found at the northwest corner of said Lot 29-R, said point being the northeast corner of Lot 28R-1, of said William O'Neal Addition, said point also being in the south line of Lot 2R1, Block 2, Walnut Addition, an addition to the City of Arlington as recorded in Volume 388-117, Page 69, Plat Records of Tarrant County, Texas;

THENCE North 89 degrees 36 minutes 44 seconds East, 216.85 feet along the north line of said Lot 29R to a one-half inch iron rod with cap found for corner, said point being the southeast corner of said Lot 2R1, said point also being the southwest corner of Lot 2R2A, Block 2, Walnut Addition, an addition to the City of Arlington as recorded in Volume 388-133, Page 66, Plat Records of Tarrant County, Texas;

THENCE along the north line of said Lot 29R and the south line of said Lot 2R2A as follows:
North 89 degrees 44 minutes 27 seconds East, 83.39 feet to a one-half inch iron rod with cap found for corner;
North 89 degrees 39 minutes 50 seconds East, 219.71 feet to a one-half inch iron rod found at the northeast corner of said Lot 29R, said point also being the northwest corner of said Lot 1, Block 1;

THENCE South 00 degrees 31 minutes 41 seconds East, 508.63 feet along the east line of said Lot 29R and the west line of said Lot 1, Block 1 to the POINT OF BEGINNING and containing 260,338 square feet or 5.977 acres of land.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That D.R. Horton, Inc. does hereby adopt this plat designating hereinabove described property as **WILLIAM O'NEAL ADDITION, LOT 29-R1**, an addition to the City of Arlington, Tarrant County, Texas and does hereby dedicate to the public use forever the streets and alleys shown thereon and do hereby reserve the easement strips shown on this plat for the mutual use and accommodation of garbage collection agencies and all public utilities desiring to use of using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger of interfere with the construction, maintenance, or efficiency of its respective systems on any of these easement strips and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone.

WITNESS MY HAND THIS _____ DAY OF _____, 2015.

_____
Rick Rawlings, Vice President, CIO. D.R. Horton, Inc.

STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Rick Rawlings, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____day of _____, 2015.

_____
Notary Public, State of Texas

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, MARK W. HARP, do hereby certify that I prepared this plat from an actual survey of the land and that the corner monuments shown hereon were properly placed under my personal supervision in accordance with the Platting Rules and Regulations of the City of Arlington, Tarrant County, Texas.

_____
MARK W. HARP, R.P.L.S. No. 6425

STATE OF TEXAS REGISTERED MARK W. HARP 6425 PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for the State of Texas, on this day personally appeared MARK W. HARP, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this _____ day of _____, 2015.

_____
Notary Public in and for the State of Texas

Notes

1. "Pursuant to Section 12.002 of the Texas Property Code, as amended, I have obtained original tax certificates from each taxing unit with jurisdiction over each parcel of real property in said subdivision indicating that no delinquent ad valorem taxes are owed on the real property which is the subject of the plat or replat I have submitted to the City of Arlington, Tarrant County, Texas for filing and recording with the Tarrant County Clerk's office."

2. The City of Arlington is not responsible for the design, construction, operation, maintenance, or use of any private drainage features and associated drainage easements, hereinafter referred to as "improvements", to be developed and constructed by the developer or his successors. Developer will indemnify, defend, and hold harmless the City of Arlington, its officers, employees, and agents from any direct or indirect loss, damage, liability, or expense and attorney's fees for any negligence whatsoever, arising out of the design, construction, operation, maintenance, condition, or use of the "improvements", including any non-performance of the foregoing. Developer will require any successor in interest to accept full responsibility and liability for the "improvements".

All of the above shall be covenants running the land. It is expressly contemplated that the developer shall impose these covenant upon Lot 1 abutting, adjacent, or served by the "improvements" the full obligation and responsibility of maintaining and operating said "improvements".

General Notes

1. According to the Flood Insurance Rate Map Number 48439C0240K, Map Revised September 25, 2009, Subject tract lies within Zone X (unshaded), Areas determined to be outside of the 0.2 percent annual chance floodplain.
2. The basis of bearing is derived from GPS observations using the City of Arlington geodetic monuments (Coordinate Syetem: North Central Zone 4202 State Plane Coordinates, NAD 83)
3. No buildings exist on this property.
4. The subject tract and adjoining tracts are zoned EDO-CC, according to the City of Arlington's online zoning map.
5. This property may be subject to charges related to impact fees, and the applicant should contact the City regarding any applicable fees.
6. This plat does not alter or remove deed restrictions or covenants, if any on this property.
7. Elevations are NAVD 88.
8. The purpose of the Replat is to create new easements and remove existing easements to meet the needs of the new design layout.

APPROVAL STATEMENT

Approved by the City of Arlington Planning and Zoning Commission on this _____ day of _____, 2015.

Signed, _____
Chairman - Planning and Zoning Commission

Attest: _____
Secretary - Planning and Zoning Commission

REPLAT

WILLIAM O'NEAL ADDITION LOT 29-R1

BEING A REPLAT OF LOT 29-R, WILLIAM O'NEAL ADDITION AS RECORDED IN DOC. NO. D209201985, P.R.T.C.T.

5.977 ACRES OUT OF THE WILLIAM O'NEAL SURVEY, ABSTRACT NO. 1190,

CITY OF ARLINGTON, TARRANT COUNTY, TEXAS

D.R. HORTON, INC. — OWNER/DEVELOPER
301 Commerce Street, Suite 500
Fort Worth, Texas 76102
(817) 390-8200

JBI PARTNERS, INC. — SURVEYOR/ENGINEER
16301 Quorum Drive, Suite 200 B
Addison, Texas 75001
Contact: Jeff Miles, P.E.
TBPE No. F-438 TBPLS No. 10076000
(972)248-7676

SHEET 1 OF 1

DATE OF PREPARATION: OCTOBER 22, 2015
THIS PLAT IS RECORDED IN DOCUMENT NO. _____, DATED _____

AMANDA Sequence No. 15-851183

Drawing: H:\Projects\HOZ001-DRH Arlington Office\dwg\HOZ001-pt.dwg Saved By: mdavidson Save Time: 10/22/2015 10:20 AM

Plotted by: mdavidson Plot Date: 10/26/2015 7:35 AM

Staff Report

Credit Access Business Ordinance	
City Council Meeting Date: 11/10/15	Document Being Considered: Ordinance

RECOMMENDATION

Consider first reading of Credit Access Business ordinance. The ordinance addresses payday and auto title lending.

PRIOR BOARD OR COUNCIL ACTION

None

ANALYSIS

On October 13 and 27, 2015, Council gave staff direction to prepare the Texas Municipal League model ordinance for Council consideration. The model ordinance language regulates both payday and auto title loans provided by credit access businesses. Staff received input from the industry and the Texas Municipal League in this process. The Credit Access Business ordinance includes the following provisions:

- Limiting loans to 20% of gross monthly income,
- Limiting auto title loans to the lesser of 3% of gross annual income or 70% of retail car value,
- Limiting repayment to 4 installments with each repaying at least 25% of principal,
- Prohibiting renewals or refinancing of installment-payment loans,
- City registration,
- Maintaining loan records for a minimum of 3 years,
- Violation or infractions fined up to $500 each,
- If consumer is non-English speaker, loan agreements must be translated into the language of preference. If consumer is non-English speaker and unable to read, loan agreements must be read, in language of preference, and
- A list of non-profit groups that offer consumer credit counseling provided to consumers.

FINANCIAL IMPACT

None

ADDITIONAL INFORMATION

Attached:	Ordinance
Under separate cover:	None
Available in the City Secretary's Office:	Payday Lending in America: Who Borrows, Where They Borrow, and Why? (The PEW Charitable Trusts; July 2012) Best Practices for the Payday Loan Industry Community Financial Services Association of America (CFSA)

STAFF CONTACT(S)

Jennifer Wichmann
Management Resources Director
(817) 459-6408
jennifer.wichmann@arlingtontx.gov

David Johnson
Assistant City Attorney
(817) 459-6878
david.johnson@arlingtontx.gov

Zipporah Slater
Office Coordinator, East Police District
(817) 459-5856
zipporah.slater@arlingtontx.gov

Ordinance No. _____

An ordinance adding the "Credit Access Business" Chapter to the Code of the City of Arlington, Texas, 1987, relative to setting forth registration requirements and credit extension guidelines for Credit Access Businesses; providing for a fine of up to $500 for each offense in violation of the ordinance; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions, publication; and becoming effective on February 1, 2016

WHEREAS, the practices of certain credit access businesses cause customers to become trapped in a cycle of short term, high interest loans resulting in large debt and huge payments; and

WHEREAS, the Pew Charitable Trusts, in their publication entitled *Payday Lending in America: Who Borrows, Where they Borrow, and Why*, (July 2012), wrote that "payday loans are sold as two-week credit products that provide fast cash, but borrowers are actually indebted for an average of five months per year." The report further noted that "on average, a borrower takes out eight loans of $375 each per year and spends $520 on interest;" and

WHEREAS, the Pew Charitable Trusts, in their publication entitled *Payday Lending in America: Who Borrows, Where they Borrow, and Why*, (July 2012), also noted: "How much borrowers spend on loans depends heavily on the fees permitted by their state. The same $500 storefront loan would generally cost about $55 in Florida, $75 in Nebraska, $87.50 in Alabama, and $100 in Texas, even if it were provided by the same national company in all those states. Previous research has found that lenders tend to charge the maximum permitted in a state;" and

WHEREAS, the Pew Charitable Trusts, in their publication entitled *Payday Lending in America: Who Borrows, Where they Borrow, and Why*, (July 2012), also stated that "the vast majority of borrowers use the loans on a long-term basis, not temporary one. Thus it seems that the payday loan industry is selling a product few people use as designed and that imposes debt that is consistently more costly and longer lasting than advertised;" and

WHEREAS, the Community Financial Services Association of America (CFSA), the national trade association for companies that offer small dollar, short-term loans or payday advances includes the following in the "Member Best Practices" as listed on its internet site (http://cfsaa.com/cfsa-member-best-practices.aspx): "Members shall not allow customers to rollover a payday advance (the extension of an outstanding advance by payment of only a fee) unless expressly authorized by state law, but in such cases where

authorized will limit rollovers to four or the state limit, whichever is less." The need for consumer understanding was also outlined on this website: "A contract between a member and the customer must fully outline the terms of the payday advance transaction. Members agree to disclose the cost of the service fee both as a dollar amount and as an annual percentage rate ("APR");" and

WHEREAS, the Center for Responsible Lending, a non-profit, non-partisan organization, states on its internet site (http://www.responsiblelending.org/other-consumer-loans /tools-resources/fast-facts.html) that: "car title loans are based on the value of a borrower's car - the ability to repay the loans is not factor in the lending decision..."; "loan rates for a car title are typically 20-30 times that of rates charged by credit card issuers..."; "the average car title customer renews their loan 8 times..."; and, "on a $500 title loan, this average customer will pay back $650 in interest over eight months; the principal borrowed will be in addition;" and

WHEREAS, lenders hold onto the motor vehicle title and when borrowers cannot continue to pay the fees, they can lose their vehicles, which can drastically affect the borrower's means of transportation for work and other essential household functions; NOW THEREFORE

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

1.

That the **"Credit Access Business"** Chapter of the Code of the City of Arlington, Texas, 1987, is hereby adopted to read as follows:

ARTICLE I

PURPOSE AND INTENT

Section 1.01 Adoption of Preamble

The findings contained in the preamble of this ordinance are determined to be true and correct and are adopted as a part of this ordinance.

Section 1.02 Purpose

The purpose of this Chapter is to protect the welfare of the citizens of the City of Arlington by monitoring credit access businesses in an effort to reduce abusive and

predatory lending practices. To this end, this Chapter establishes a registration program for credit access businesses, imposes restrictions on extensions of consumer credit made by credit access businesses, and imposes recordkeeping requirements on credit access businesses.

ARTICLE II

DEFINITIONS

Section 2.01 Definitions

As used in this Chapter:

"**Certificate of Registration**" means a certificate of registration issued by the Director under this Chapter to the owner or operator of a credit access business.

"**Consumer**" means an individual who is solicited to purchase or who purchases the services of a credit access business.

"**Consumer's Language of Preference**" is the language the consumer understands best.

"**Credit Access Business**" has the meaning given that term in Section 393.601 of the Texas Finance Code, as amended.

"**Deferred Presentment Transaction**" has the meaning given that term in Section 393.601 of the Texas Finance Code, as amended.

"**Director**" means the director of the department designated by the City Manager to enforce and administer this Chapter, and includes the Director's designees.

"**Extension of Consumer Credit**" has the meaning given that term in Section 393.001 of the Texas Finance Code, as amended.

"**Motor Vehicle Title Loan**" has the meaning given that term in Section 393.601 of the Texas Finance Code, as amended.

"**Person**" means any individual, corporation, organization, partnership, association, financial institution, or any other legal entity.

"**Registrant**" means a person issued a certificate of registration for a credit access business under this Chapter and includes all owners and operators of the credit access business identified in the registration application filed under this Chapter.

"**State License**" means a license to operate a credit access business issued by the Texas Consumer Credit Commissioner under Chapter 393, Subchapter G of the Texas Finance Code, as amended.

ARTICLE III

REGISTRATION OF CREDIT ACCESS BUSINESSES

Section 3.01 Registration Required

A person commits an offense if the person acts, operates, or conducts business as a credit access business without a valid certificate of registration. A certificate of registration is required for each physically separate credit access business.

Section 3.02 Registration Application

A. To obtain a certificate of registration for a credit access business, a person must submit to the Director an application on a form prescribed by the Director. The application must contain the following:

1. The name, street address, mailing address, facsimile number, and telephone number of the applicant;

2. The business or trade name, street address, mailing address, facsimile number, and telephone number of the credit access business;

3. The names, street addresses, mailing addresses, and telephone numbers of all owners of the credit access business, and the nature and extent of each person's interest in the credit access business;

4. A copy of a current, valid state license held by the credit access business pursuant to Chapter 393, Subchapter G of the Texas Finance Code, as amended;

5. A copy of a current, valid certificate of occupancy showing that the credit access business is in compliance with the Code of Ordinances of the City of Arlington; and

6. A non-refundable application fee for the amount established.

B. An applicant or registrant shall notify the Director within 45 days after any material change in the information contained in the application for a certificate of

registration, including, but not limited to, any change of address and any change in the status of the state license held by the applicant or registrant.

C. The non-refundable application fee shall be at an amount set by resolution of the City Council.

Section 3.03 Issuance and Display of Certificate of Registration

A. The Director shall issue to the applicant a certificate of registration upon receiving a completed application under this Chapter.

B. A certificate of registration issued under this section must be conspicuously displayed to the public in the credit access business.

Section 3.04 Expiration and Renewal of Certificate of Registration

A. A certificate of registration expires on the earliest of:

1. One year after the date of issuance; or

2 The date of revocation, suspension, surrender, expiration without renewal, or other termination of the registrant's state license.

B. A certificate of registration may be renewed by making application in accordance with Section 3.02, as amended. A registrant shall apply for renewal at least 30 days before the expiration of the registration.

Section 3.05 Non-transferability

A certificate of registration for a credit access business is not transferable.

ARTICLE IV

EXTENSIONS OF CONSUMER CREDIT

Section 4.01 Maintenance of Records

A. A credit access business shall maintain a complete set of records of all extensions of consumer credit arranged or obtained by the credit access business, which must include the following information:

1. The name and address of the consumer;

2. The principal amount of cash actually advanced;

3. The length of the extension of consumer credit, including the number of installments and renewals;

4. The fees charged by the credit access business to arrange or obtain an extension of consumer credit; and

5. The documentation used to establish a consumer's income under Section 4.02, as amended.

B. A credit access business shall maintain a copy of each written agreement between the credit access business and a consumer evidencing an extension of a consumer credit (including, but not limited to, any refinancing or renewal granted to the consumer).

C. A credit access business shall maintain copies of all quarterly reports filed with the Texas Consumer Credit Commissioner under Section 393.627 of the Texas Finance Code, as amended.

D. The records required to be maintained by a credit access business under this section must be retained for at least three years. The Director or other representative of the City may inspect such records:

1. upon request, with the consent of a manager, employee, or other authorized representative of the credit access business; or

2. through a warrant, subpoena, or any other remedy provided by law.

Section 4.02 <u>Restriction on Extension of Consumer Credit</u>

A. The cash advanced under an extension of consumer credit that a credit access business obtains for a consumer or assists a consumer in obtaining in the form of a deferred presentment transaction may not exceed 20 percent of the consumer's gross monthly income.

B. The cash advanced under an extension of consumer credit that a credit access business obtains for a consumer or assists a consumer in obtaining in the form of a motor vehicle title loan may not exceed the lesser of:

1. Three percent of the consumer's gross annual income; or

2. 70 percent of the retail value of the motor vehicle.

C. A credit access business shall use a paycheck or other documentation establishing income to determine a consumer's income.

D. An extension of consumer credit that a credit access business obtains for a consumer or assists a consumer in obtaining and that provides for repayment in installments may not be payable in more than four installments. Proceeds from each installment must be used to repay at least 25 percent of the principal amount of the extension of consumer credit. An extension of consumer credit that provides for repayment in installments may not be refinanced or renewed.

E. An extension of consumer credit that a credit access business obtains for a consumer or assists a consumer in obtaining and that provides for a single lump sum repayment may not be refinanced or renewed more than three times. Proceeds from each refinancing or renewal must be used to repay at least 25 percent of the principal amount of the original extension of consumer credit.

F. For purposes of this section, an extension of consumer credit that is made to a consumer within seven days after a previous extension of consumer credit has been paid by the consumer will constitute a refinancing or renewal.

G. This section does not apply to extensions of consumer credit, deferred presentment transactions, motor vehicle title loans, and any other contracts or loans that occurred prior to the effective date of this Ordinance.

ARTICLE V

ADDITIONAL REGULATIONS

Section 5.01 Requirement of Consumer Understanding of Agreement

A. Every agreement between the credit access business and a consumer evidencing an extension of consumer credit (including, but not limited to, any refinancing or renewal granted to the consumer), must be written in the consumer's language of preference. Every credit access business location must maintain on its premises, to be available for use by consumers, agreements in the English and Spanish languages.

B. For every consumer who cannot read, every agreement between the credit access business and a consumer evidencing an extension of consumer credit (including, but not limited to, any refinancing or renewal granted to the consumer) must be read to the consumer in its entirety in the consumer's language of preference, prior to the consumer's signature.

C. For every consumer who cannot read, every disclosure and notice required by law must be read to the consumers in its entirety in the consumer's language of preference, prior to the consumer's signature.

Section 5.02 Referral to Consumer Credit Counseling

A credit access business shall provide a form, to be prescribed by the Director, to each consumer seeking assistance in obtaining an extension of consumer credit which references non-profit agencies that provide financial education and training programs and agencies with cash assistance programs. The form will also contain information regarding extensions of consumer credit, and must include the information required by Section 4.01(a), as amended, specific to the loan agreement with the consumer. If the Director has prescribed a form in the consumer's language of preference, the form must be provided in the consumer's language of preference.

ARTICLE VI

PENALTY AND AFFIRMATIVE DEFENSE

Section 6.01 Penalty

A. A person who violates a provision of this Chapter, or who fails to perform an act required of the person by this Chapter, commits an offense. A person commits a separate offense for each and every violation relating to an extension of consumer credit, and for each day during which a violation is committed, permitted, or continued.

B. An offense under this Chapter is punishable by a fine of not more than $500.

C. A culpable mental state is not required for the commission of an offense under this Chapter and need not be proved.

D. The penalties provided for in this Section are in addition to any other remedies that the City may have under City ordinances and state law.

E. The offense provisions of this Chapter do not apply to: the customers of a credit access business and consumers of services offered by a credit access business. Such persons cannot commit an offense under this Chapter and cannot be charged with an offense under this Chapter.

Section 6.02 <u>Affirmative Defense</u>

It is an affirmative defense to prosecution under this Chapter that at the time of the alleged offense the person was not required to be licensed by the state as a credit access business under Chapter 393, Subchapter G, of the Texas Finance Code, as amended.

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 Five Hundred and No/100 Dollars ($500) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

3.

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Arlington, and this ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

4.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

5.

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of Arlington in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

6.

Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Arlington in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Arlington.

7.

The caption and penalty clause of this ordinance shall be published in a newspaper of general circulation in the City of Arlington, in compliance with the provisions of Article VII, Section 15, of the City Charter. Further, this ordinance may be published in pamphlet form and shall be admissible in such form in any court, as provided by law.

8.

This ordinance shall become effective on February 1, 2016.

PRESENTED AND GIVEN FIRST READING on the _____ day of _____, 2015, 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 _____, 2015, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

_____
W. JEFF WILLIAMS, Mayor

ATTEST:

_____
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY_____