



CALL TO ORDER

CITIZEN COMMENTS

This is an opportunity for citizens to address the commission on any matter over which they have authority, whether it is or is not posted on the agenda. The commission is not permitted to discuss or take action on any presentations concerning an item not listed on the agenda. Citizens may speak up to three (3) minutes or the time limit determined by the Mayor or presiding officer.

PUBLIC HEARING, ACTION & BRIEFING ITEMS:

- A. Approve minutes dated December 15, 2020.
- B. **PUBLIC HEARING #1**
Public hearing on the proposed city-wide master drainage study proposal.
CLOSE PUBLIC HEARING
- C. **PUBLIC HEARING #2**
Public hearing to consider amending Chapter 14, "Zoning." Exhibit A, "Zoning Ordinance," Article 3 "Zoning Districts," Division 4.5, "Redevelopment Single Family Residential, SF-R," of the Westworth Village Code of Ordinances, creating new zoning districts SF-R-1, SF-R-2, and SF-R-3; making corresponding amendments to the tables in Chapter 14.
CLOSE PUBLIC HEARING
- D. Discuss and take action on the proposed Ordinance amending Chapter 14, "Zoning." Exhibit A, "Zoning Ordinance," Article 3 "Zoning Districts," Division 4.5, "Redevelopment Single Family Residential, SF-R," of the Westworth Village Code of Ordinances, creating new zoning districts SF-R-1, SF-R-2, and SF-R-3; making corresponding amendments to the tables in Chapter 14.
- E. Next meeting will be scheduled as needed.

ADJOURN

The Commission reserves the right to retire into executive session concerning any of the items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meeting Act.

This facility is wheelchair accessible and handicapped parking spaces are available. Requests for accommodations for the hearing impaired must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (817) 710-2526 for assistance.

A quorum of the council or other board and committees may be present at this meeting; however, no council, board or committee discussions or actions will be taken. I certify that the above notice was posted on the bulletin board at the Westworth Village City Hall, 311 Burton Hill Road, Westworth Village, Texas on this, the 11th day of December 2020, at 5pm, in accordance with Chapter 551 of the Texas Government Code.

Brandy G. Barrett, TRMC
City Secretary





Tuesday, December 15, 2020

6:00 PM

Council Chambers

ATTENDEES:	Member	Steve Beckman
	Member	Darla Thornton
	Member	Margaret Worthington
	Member	Tom Hughes
	Member	Phillip Poole
	Mayor	L. Kelly Jones
	City Secretary	Brandy Barrett
	Chief of Police	Kevin Reaves
ABSENT:	Member	Richard Cervenka
	Member	Al Dias

CALLED TO ORDER at 6:00 pm by Chairperson Darla Thornton.

CITIZEN COMMENTS

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- There were no comments.

PUBLIC HEARING #1: The Chair opened the public hearing at 6:01pm.

Public Hearing to receive citizen comments on a request for a variance from the 120-day moratorium on the acceptance of applications or issuance of permits for residential property development that increases impervious surface coverage and whether a unique and unreasonable hardship exists for the property located at 5622 Oaks Lane, Westworth Village, Texas.

- There were no comments.

The Chair closed Public Hearing #1 at 6:01pm.

ACTION ITEMS

- A. Discuss and take action to appoint the Chair.

MOTION to appoint Steve Beckman as Chair of the Planning and Zoning Commission.

MADE BY: Phillip Poole. **SECOND BY:** Tom Hughes.

Motion passed by a vote of 5 Ayes and 0 Nays.

- B. Discuss and take action to appoint the Vice-Chair.

MOTION to appoint Darla Thornton as Vice-Chair of the Planning and Zoning Commission.

MADE BY: Phillip Poole. **SECOND BY:** Margaret Worthington.

- **Motion passed** by a vote of 5 Ayes and 0 Nays.

- C. Approval of Minutes from Planning and Zoning Meeting on December 1, 2020.

MOTION to approve the December 1, 2020 meeting minutes.

MADE BY: Darla Thornton. **SECOND BY:** Phillip Poole.

- **Motion passed** by a vote of 5 Ayes and 0 Nays.

D. Discuss and take action on the requested variance from the 120-day moratorium to increase the impervious surface coverage at 5622 Oaks Lane, Westworth Village, Texas. *(This is a new build in the Three Oaks Community.)*

DISCUSSION:

Ms. Barrett provided a brief overview, on the data that was provided by the builder.

MOTION to recommend the council grant the variance from the 120-day moratorium to increase the impervious surface coverage at 5622 Oaks Lane, Westworth Village, Texas.

MADE BY: Tom Hughes. **SECOND BY:** Margaret Worthington.

- **Motion passed** by a vote of 5 Ayes and 0 Nays

E. Next meeting will be scheduled for January 7th at 6:00pm, unless the drainage proposal is available sooner.

Chairman Beckman acknowledged Abraham Elizondo (5733 Sunset).

ADJOURNED at 7:05pm by Chairman Beckman.

MINUTES APPROVED on this the 7th day of January 2021.

Steve Beckman, Chair

SIGNATURE ATTESTED BY:

Brandy G. Barrett, TRMC
City Secretary



December 14, 2020

Cody Morse
Director of Public Works
City of Westworth Village
311 Burton Hill Road
Westworth Village, TX 76114

Re: Master Drainage Plan and Stormwater Utility Update
Professional Services Agreement

Dear Mr. Morse:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Westworth Village ("Client" or "City") for providing analysis and recommendations for existing and proposed storm drainage infrastructure in the City.

Project Understanding

Kimley-Horn understands the City desires to determine if the City's existing drainage system outlined on Exhibit "A" require improvements for the system to be sized per current City drainage criteria.

Kimley-Horn previously prepared conceptual drainage improvement recommendations for the existing trunk storm sewer line under Burton Hill Road and the existing channel located along the north side of Ansley Drive in March 2019 (March 2019 Study). The approximate locations of these facilities are shown on Exhibit "A" as well.

This project also consists of providing professional services associated with assisting the Client with preparing an update to the City's stormwater utility fee program.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Part I Tasks: Master Drainage Plan

Task 1: Storm Sewer Data Collection

Kimley-Horn will perform topographic survey of up to 170 existing features such as drainage manholes, drainage inlets, and junction structures. Data collected will include rim to flowline invert measurements for existing drainage manholes, junction structures, and inlets, as well as geometric dimensions of existing drainage inlets. The survey will be conducted by a licensed surveyor. The data provided to the City will not be sealed by a licensed surveyor and is not to be used for construction, or other use that requires sealed survey plans.

Kimley-Horn anticipates a City representative will provide assistance to open existing manhole or inlet lids where Kimley-Horn is unable to do so. This data will be utilized in conjunction with the City's existing GIS data. The data will be incorporated into the City's existing GIS data.

Task 2: Conceptual Drainage Improvements

Kimley-Horn will prepare a hydrologic and hydraulic analysis for the existing drainage system shown in Exhibit "A" to analyze the capacity of the existing drainage infrastructure in the 100-year fully developed event by performing the following services:

1. Prepare drainage area mapping for the watershed using available record drawings received by the City, available aerial topographic information, GIS data previously collected, GIS data collected in Task 1, and the data prepared in the March 2019 Study.
2. Establish 100-year fully developed hydrologic computations for each subbasin in the watershed, including:
 - a. Subbasin acreages;
 - b. Rational Method "C" Coefficients; and
 - c. Times of Concentration.
3. Identify the links between the inlets based on available record drawings received by the City, available aerial topographic information, GIS data previously collected, and GIS data collected in Task 1.
4. Establish routing through subbasins.
5. Prepare a model for the watershed using the topographic and record drawing information obtained from the City, GIS data previously collected, and GIS data collected in Task 1.
6. Identify locations where existing storm sewer infrastructure does not meet City criteria in 100-year fully developed watershed conditions.
7. The existing storm sewer system shown in Exhibit "A" includes approximately 22,000 linear feet of existing underground storm sewer pipe and approximately 150 existing inlets, junction boxes and manholes. Kimley-Horn will prepare conceptual design recommendations for the following:
 - a. Up to 22,000 linear feet of existing underground storm sewer pipe improvements;
 - b. Up to 70 existing inlets, junction boxes, or manholes; and
 - c. Up to 9,000 linear feet of new underground storm sewer pipe and up to 60 new inlets, junction boxes, or manholes.
8. Prepare up to 20 - 11" x 17" exhibits illustrating the conceptual drainage recommendations prepared in this task.
9. Prepare a table that summarizes the frequency and depth of flooding for each storm sewer system analyzed for use by the City to prioritize projects
10. Prepare conceptual Opinion of Probable Construction Costs (OPCCs) for the conceptual drainage improvements recommended in this task.
11. Update the OPCCs for the Option 2 conceptual drainage recommendations previously prepared in the March 2019 analysis.
12. Revise the previously prepared 11" x 17" Drainage Area Map from the March 2019 analysis to include additional subbasins delineated in this task.
13. Prepare up to two additional 11" x 17" drainage area maps.
14. Prepare a memorandum summarizing the methodology and results of the analysis.

Kimley-Horn has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs are based on the information known to Kimley-Horn at the time and represent only Kimley-Horn's judgment as a design professional familiar with the construction industry. Kimley-Horn cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from the OPCC.

Kimley-Horn will submit the memorandum, 11" x 17" exhibits, OPCC documents and digital modeling to the City. Kimley-Horn will respond to 1 round of City comments.

Part II Tasks: Stormwater Utility Update

Task 3: Stormwater Utility Data Collection

The City will provide the following information (information on file at Kimley-Horn and Associates, Inc. from prior engagements will be used where applicable). The Consultant will review and evaluate the data.

- Current 4-band imagery aerial photos with a pixel density of 50 cm or smaller, if available
- Current City boundary in GIS *.shp file
- Building footprints in GIS *.shp file, if available
- Topographic data for the City
- Information regarding impervious development constructed after the aerial photography was obtained
- Utility billing database with a common nexus with the TAD parcel data

Aerial and topographic information not available from the City of Westworth Village will be obtained from North Central Texas Council of Governments (NCTCOG). If there is a cost for obtaining the data, it will be charged as a direct expense to this contract.

The Consultant will rely upon the accuracy and completeness of all documents, surveys, reports, plans and specifications provided by the Client or by others for whom the Consultant is not legally responsible. The Client acknowledges that verifying the accuracy and completeness of such items is not part of the Consultant's scope of services.

Task 4: Development of Impervious Dataset

Using the data sets listed in Task 3, the Consultant will develop an impervious cover dataset by TAD parcel for which the City will collect a storm water fee. The Consultant anticipates the boundary of the storm water fee and the boundary of the data set will be set at the City limits provided by the City. The Consultant will perform the following effort:

- The Consultant will use available ArcGIS based software to identify impervious area throughout the City limits. The Consultant will use an iterative process where an initial impervious estimate will be produced by assigning values to specific pixels in the image. The program will analyze the image using those assignments to determine impervious area. The process will be repeated to refine the determination. The Consultant will perform visual inspection of results via a review of aerial photography to identify and perform manual edits for some incorrectly classified areas and improve accuracy. The Consultant anticipates one day of site visits to perform spot checks of the classified data.
- The Consultant will convert the resulting impervious cover information to the proper shapefile format and intersect the impervious coverage information with TAD parcel information to calculate the impervious area on each parcel in the City limits.

The Consultant will perform this effort one time using the aerial, parcel and City limit information provided by the City as part of Task 3. The Consultant can perform subsequent impervious data set analyses as an additional service if any of the data in Task 3 is modified following the onset of Task 4.

Task 5: Account Review

The Consultant will review the City's utility billing database to identify the following:

- Parcels with multiple billing accounts
- Parcels with impervious coverage and no existing billing account
- Federal properties (as defined by TAD)
- Properties with mandatory exemptions
- Potential discretionary exemptions

As part of the submittal described in Task 8, the Consultant will provide the City with recommendations regarding (1) identified exceptions, (2) parcels with multiple accounts, (3) parcels with no current accounts, and (4) mandatory and discretionary exemptions based on the Texas Local Government Code and discussions with staff.

Task 6: Determine Fee Structures

The Consultant will perform the following effort:

- Establish ERU and Fee Structure – Using the GIS impervious data prepared in Task 4, the Consultant will establish an Equivalent Residential Unit (ERU) based on average impervious area for single-family residential parcels throughout the City. Using the GIS impervious area data, the Consultant will develop a fee structure. Single-family properties will be assessed a tiered fee structure. The Consultant will prepare an analysis of the distribution of single-family impervious values and recommend a tier distribution. For other properties, the fee will be based on impervious area within the parcel.
- Impact analysis – The Consultant will develop a multi-year fee model based on the ERU and the fee structure. The model will allow evaluation of key variables such as anticipated annual growth in impervious area, annual variations in billing rates, the impact of discretionary fee exemptions by development category, and the impact of incentive programs. The City will provide future drainage utility total annual revenue needs for each of the five fiscal years to be used as direct inputs to the model. The model will allow for projection of billing rates necessary to achieve the funding needs for the next five years anticipating the impacts of exemptions and incentives. The Consultant will also allow for the analysis of the impacts for the proposed fee structure to existing accounts based on impervious surface area input by the City. This task includes three iterations of the impact analysis due to revisions to key variables.

Task 7: Evaluate Billing Mechanism

The Consultant will meet with City staff one time to discuss the current utility billing system and the additional information that will be required to transition the billing system to the new fee structure. The Consultant and staff will identify the information necessary to be included with the billing system and the preferred format for the transfer of the information. The Consultant will establish a master data file

migration protocol for import of account specific drainage utility customer data. The Consultant will also provide recommendations regarding maintenance of the database following project completion. Recommendations will include steps during the development process where information from building permits will be processed to be included in the impervious cover files to keep impervious coverage up to date.

The Consultant will provide the following information one time as a deliverable:

- Final GIS*.shp file associated database and metadata
- TAD Parcel IDs
- Square footage of land area and impervious cover for each TAD parcel
- Number of ERU's per parcel
- Property Owner for each parcel as listed in the TAD parcel data provided by the City.

Task 8: Project Documentation and Recommendations for Ordinance

The Consultant will prepare a report that incorporates the initial findings, recommendations, impact analysis, presentation of the current cost of service and projected cost of service as provided by the City, a schedule of current and recommended fees, recommended fee incentives, and metadata for the impervious GIS data. The report will be submitted electronically to the City.

The Consultant will review and provide recommended revisions for the stormwater utility ordinance based on the revised rate structure. Consultant will coordinate with the City Attorney to review the ordinance and will prepare one round of comments and recommendations.

Task 9: Public Involvement and Outreach

The Consultant anticipates the public hearing and approval process will consist of meetings as required by the Texas Local Government Code, along with additional meetings as requested by the City to engage other interested parties and stakeholders. Meeting facilities for stakeholder meetings and public meetings will be provided by the City. This task provides for the Consultant to prepare for, attend, and assist with potential meetings. Meetings may include but not be limited to:

- Meetings with City Council to present findings and proposed ordinance updates
- Neighborhood/stakeholder meetings
- State-mandated public hearings

The Consultant will only perform this task as requested by the City. The Consultant will perform this task at up to \$260 per hour as part of this hourly task.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Preparation of Construction Documents

Task 6 Determine Fee Structures	\$ 10,000
Task 7 Evaluate Billing Mechanism	\$ 3,500
Task 8 Project Documentation and Recommendations for Ordinance	<u>\$ 7,000</u>

Stormwater Utility Update Tasks: Total (Lump Sum) \$ 44,500

Hourly

Task 9 Public Involvement and Outreach	<u>Hourly, as requested</u>
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PROJECT TOTAL (Excluding Hourly) \$ 210,500

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Direct reimbursable expenses such as express delivery services, fees, travel, and other direct expenses will be billed at 1.1 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly.

All permitting, application, and similar project fees will be paid directly by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the City of Westworth Village.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

Please email all invoices to ccooke-morse@cityofwestworth.com

Please copy bbarrett@cityofwestworth.com

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Kate E. Ploetzner, P.E., CFM
Project Manager



Steve Galloway, P.E., CFM
Vice President

CITY OF WESTWORTH VILLAGE

By: _____
(signature)

Date: _____

L. Kelly Jones, Mayor

_____, Witness

(Print or Type Name)

Attachment – Standard Provisions

Client's Federal Tax ID: 75-6004235

Client's Street Address: 311 Burton Hill Road
Westworth Village, Texas
76114

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.1 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the rate of 12% per year beginning on the 25th day. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the

Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO THE CLIENT AND THE CONSULTANT, THE RISKS ARE ALLOCATED SUCH THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT AND THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR ANY WARRANTY, EXPRESS OR IMPLIED, OF THE CONSULTANT OR THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY THE CONSULTANT UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION 9 IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION 9 SHALL REQUIRE THE CLIENT TO INDEMNIFY THE CONSULTANT.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within two years of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous

substance or condition is eliminated.

(15) Construction Phase Services.

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

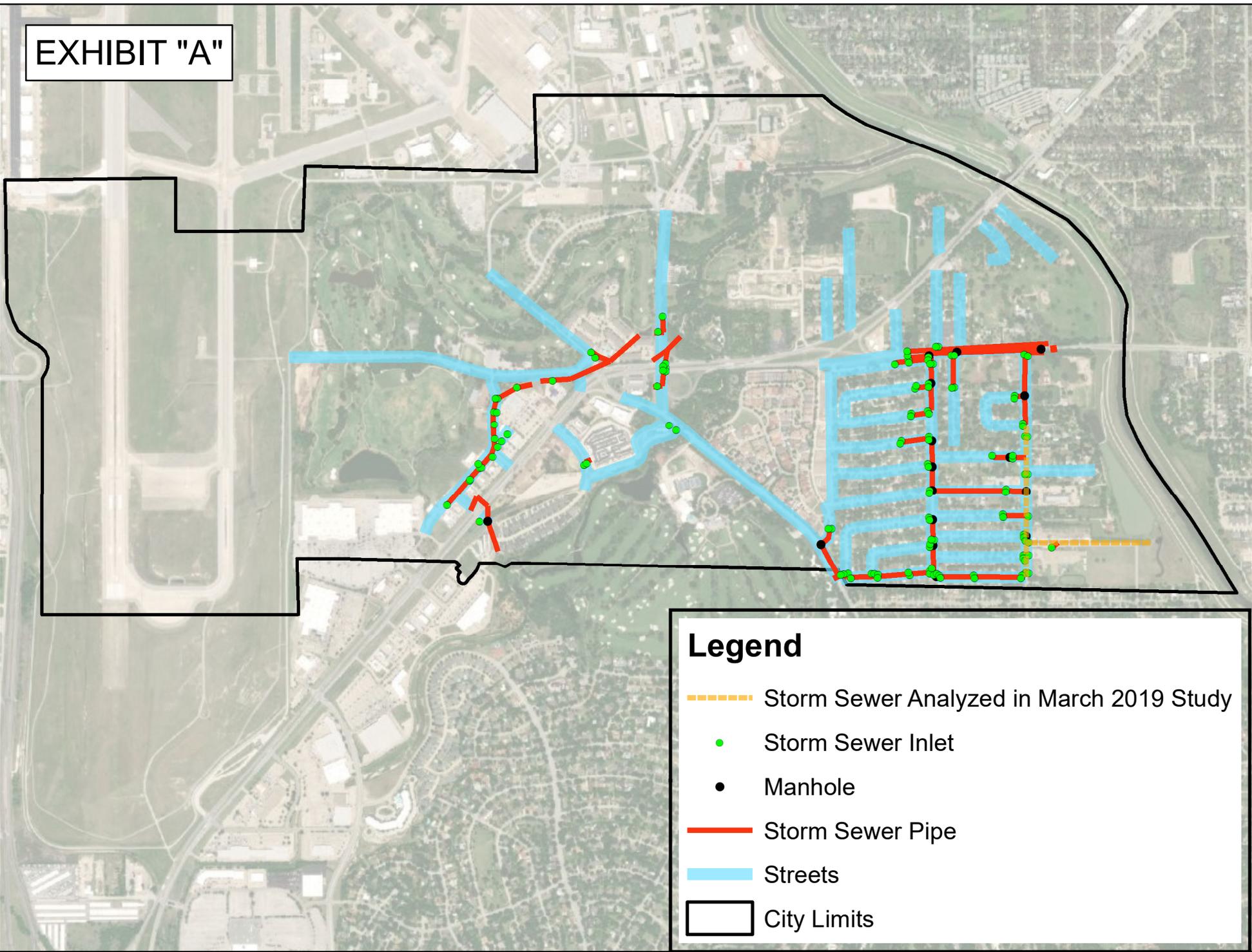
(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Texas. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

EXHIBIT "A"



Legend

- Storm Sewer Analyzed in March 2019 Study
- Storm Sewer Inlet
- Manhole
- Storm Sewer Pipe
- Streets
- City Limits

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WESTWORTH VILLAGE, TEXAS AMENDING CHAPTER 14, “ZONING,” EXHIBIT A, “ZONING ORDINANCE,” ARTICLE 3, “ZONING DISTRICTS,” DIVISION 4.5, “REDEVELOPMENT SINGLE-FAMILY RESIDENTIAL - SF-R,” OF THE CODE OF ORDINANCES, CITY OF WESTWORTH VILLAGE, TEXAS, CREATING NEW ZONING DISTRICTS SF-R-1, SF-R-2, AND SF-R-3; MAKING CORRESPONDING AMENDMENTS TO TABLES IN CHAPTER 14; PROVIDING A PENALTY CLAUSE; REPEALING AND REPLACING CONFLICTING PROVISIONS OF ORDINANCES HEREWITH; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Westworth Village, Texas (the “City”) is a Type A General Law city located in Tarrant County Texas; and

WHEREAS, the City has adopted the Comprehensive Zoning Ordinance, as amended, (“Zoning Ordinance”) which Zoning Ordinance regulates and restricts the location and use of buildings, structures, and land for trade, industry, residence, and other purposes; and

WHEREAS, the City Council has determined that certain areas zoned Redevelopment Single-Family-Residential – SF-R are experiencing extensive drainage issues and cannot support small lots; and

WHEREAS, all requirements of law dealing with notice, publication, and all procedural requirements have been complied with in accordance with the comprehensive zoning ordinance and Chapter 211 of the Local Government Code; and

WHEREAS, a public hearing was held by the Planning and Zoning Commission on January 7, 2021, and thereafter by the City Council on January 12, 2021, with respect to the proposed area changes described herein; and

WHEREAS, the City Council has determined that the amendment to the Comprehensive Zoning Ordinance as detailed herein furthers the purpose of the City’s Comprehensive Zoning Ordinance and is in the best interest of the health, safety and general welfare of the citizens of the City of Westworth Village;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WESTWORTH VILLAGE, TEXAS:

Section 1. That Chapter 14, “Zoning” of the City of Westworth Village, Exhibit A, “Zoning Ordinance,” Article 3 “Zoning Districts,” Division 4.5, “Redevelopment Single Family Residential SF-R,” Section 13.3.18.1 “General Purpose and Description” is hereby amended to read as follows:

“Sec. 14.3.18.1 General Purpose and Description

A. Except as otherwise noted, regulations applicable to districts zoned SF-R shall apply to districts zoned SF-R-1, SF-R-2, and SF-R-3.

B. SF-R District. The SF-R, Redevelopment Single-Family Residential, district is intended to provide for residential redevelopment of primarily detached, single-family residences on smaller and more compact lot/tracts of not less than 6,000 square feet in size, churches, schools and public parks in logical neighborhood units. Areas zoned for the SF-R district shall have, or shall make provision for, municipal water and sewer services. They shall be designed to adequately accommodate storm drainage; they shall have paved concrete streets and alleys; they shall be properly buffered from nonresidential uses; and they shall be protected from pollution and undesirable environmental and noise impacts. This area shall be located south of Westworth Blvd. (SH 183), west of the Trinity River, north of the Fort Worth City Limits, and east of Seymour.

C. SF-R-1 District.

1. The SF-R-1, Small Lot Single Family Redevelopment Residential, district is intended to provide for residential redevelopment of primarily detached, single-family residences on medium lot/tracts of not less than 8,000 square feet in size, churches, schools and public parks in logical neighborhood units. Areas zoned for the SF-R-1 district shall have, or shall make provision for, municipal water and sewer services. They shall be designed to adequately accommodate storm drainage; they shall have paved concrete streets and alleys; they shall be properly buffered from nonresidential uses; and they shall be protected from pollution and undesirable environmental and noise impacts.

2. Side yards in SF-R-1 shall be five feet (5') for an interior side yard; fifteen feet (15') from a street right-of-way line for a corner lot/tract on a residential or collector street; fifteen feet (15') for a corner lot/tract on an arterial street; fifteen feet (15') from a street right-of-way line for a key corner lot/tract.

3. A minimum of two (2) enclosed parking spaces behind the main structure on the same lot/tract as the main structure. Two (2) additional parking spaces on a paved driveway (all concrete or a similar paved surface such as engineered brick pavers) shall also be required. For rear accessed garaged driveways, there shall be a minimum depth of eighteen (18) feet from the property line. Carports are prohibited with single-family dwelling units with the exception as provided under Section 14.4.1(J).

4. Maximum impervious surface coverage in areas zoned SF-R-1 shall not exceed 65%.

D. SF-R-2 District.

1. The SF-R-2, Medium Lot Single Family Redevelopment Residential, district is intended to provide for residential redevelopment of primarily detached, single-family residences on medium lot/tracts of not less than 10,000 square feet in size, churches,

schools and public parks in logical neighborhood units. Areas zoned for the SF-R-1 district shall have, or shall make provision for, municipal water and sewer services. They shall be designed to adequately accommodate storm drainage; they shall have paved concrete streets and alleys; they shall be properly buffered from nonresidential uses; and they shall be protected from pollution and undesirable environmental and noise impacts.

2. Side yards in SF-R-2 shall be ten feet (10') for an interior side yard; fifteen feet (15') from a street right-of-way line for a corner lot/tract on a residential or collector street; fifteen feet (15') for a corner lot/tract on an arterial street; fifteen feet (15') from a street right-of-way line for a key corner lot/tract.

3. A minimum of two (2) enclosed parking spaces behind the main structure on the same lot/tract as the main structure. Four (4) additional parking spaces on a paved driveway (all concrete or a similar paved surface such as engineered brick pavers) shall also be required. For rear accessed garaged driveways, there shall be a minimum depth of eighteen (18) feet from the property line. Carports are prohibited with single-family dwelling units with the exception as provided under Section 14.4.1(J).

4. Maximum impervious surface coverage in areas zoned SF-R-2 shall not exceed 55%.

D. SF-R-3 District.

1. The SF-R-3, Large Lot Single Family Redevelopment Residential, district is intended to provide for residential redevelopment of primarily detached, single-family residences on medium lot/tracts of not less than 20,000 square feet in size, churches, schools and public parks in logical neighborhood units. Areas zoned for the SF-R-3 district shall have, or shall make provision for, municipal water and sewer services. They shall be designed to adequately accommodate storm drainage; they shall have paved concrete streets and alleys; they shall be properly buffered from nonresidential uses; and they shall be protected from pollution and undesirable environmental and noise impacts.

2. Side yards in SF-R-3 shall be ten feet (10') for an interior side yard; fifteen feet (15') from a street right-of-way line for a corner lot/tract on a residential or collector street; fifteen feet (15') for a corner lot/tract on an arterial street; fifteen feet (15') from a street right-of-way line for a key corner lot/tract.

3. A minimum of two (2) enclosed parking spaces behind the main structure on the same lot/tract as the main structure. Four (4) additional parking spaces on a paved driveway (all concrete or a similar paved surface such as engineered brick pavers) shall also be required. For rear accessed garaged driveways, there shall be a minimum depth of eighteen (18) feet from the property line. Carports are prohibited with single-family dwelling units with the exception as provided under Section 14.4.1(J).

4. Maximum impervious surface coverage in areas zoned SF-R-3 shall not exceed 50%.”

Section 2. That Chapter 14, “Zoning,” of the City of Westworth Village, Exhibit A, “Zoning Ordinance,” Article 3 “Zoning Districts,” Division 1, “Generally,” Section 14.3.1 “Zoning Districts Established,” Table 14.3-1, “Zoning Districts,” is hereby amended to read as follows:

“

Table 14.3-1 Zoning Districts

<u>Zoning Designation</u>	<u>Residential Zoning Districts</u>
SF-A	Large lot Single-Family Residential
SF-B	Single-Family Residential
SF-C	Custom Single-Family Residential
SF-R	Single-Family Redevelopment, including SF-R, SF-R-1, SF-R-2, and SF-R-3.
MH	Manufactured Housing
MF	Multifamily Residential
<u>Zoning Designation</u>	<u>Nonresidential Districts</u>
GC	Golf Course
O	Office
C	Commercial
LI	Light Industrial

”

Section 3. That Chapter 14, “Zoning,” of the City of Westworth Village, Exhibit A, “Zoning Ordinance,” Article 3 “Zoning Districts,” Division 1, “Generally,” Section 14.3.2 “Summary of Area Regulations,” Table 14.3-2 is hereby amended as reflected in Attachment A herein.

- Section 4.** That Chapter 14, “Zoning,” of the City of Westworth Village, Exhibit A, “Zoning Ordinance,” Article 3 “Zoning Districts,” Division 1, “Generally,” Section 14.3.3 “Consolidated Permitted Use Table,” is hereby amended as reflected in Attachment B herein.
- Section 5.** This ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Westworth Village, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.
- Section 6.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction; such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.
- Section 7.** Violation of this ordinance shall constitute a misdemeanor punishable in accordance with Section 1.01.009 of the Code of Ordinances, City of Westworth Village, Texas. Each day a violation occurs or is allowed to continue shall constitute a separate offense punishable hereunder. Nothing herein contained shall prevent the City from taking such other lawful action as is necessary to prevent or remedy any violation.
- Section 8.** All rights and remedies of the City are expressly saved as to any and all violations of the provisions of the Subdivision Ordinance amended or revised herein, or any other ordinances affecting the matters regulated herein which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.
- Section 9.** The City Secretary is hereby authorized if required to cause the publication of the descriptive caption and penalty clauses of this ordinance as an alternative method of publication provided by law.
- Section 10.** This ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

AND IT IS SO ORDAINED.

PASSED AND APPROVED this 12th day of January, 2021.

CITY OF WESTWORTH VILLAGE

By:

L. Kelly Jones, Mayor

ATTEST:

Brandy G. Barrett, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Benjamin Gibbs, City Attorney

DRAFT

ATTACHMENT A

**Table 14.3-2
DIMENSIONAL REQUIREMENTS
RESIDENTIAL ZONING DISTRICTS**

Code	Zoning District	Minimum Lot Size And Dimensions			Minimum Yard Setback (Ft.)			Minimum Off-Street Parking Spaces	Miscellaneous Lot Requirements	
		Area Sq. Ft.	Width Ft.	Depth Ft.	Front Ft.	Side Ft.	Rear Ft.		Max Height Ft.	Max Imperv Cover
SF-A	Large Lot Single-Family Residential	20,000	100	120	35	20	35	2*	35	35%
SF-B	Single-Family Residential	7,200	60	120	25	5	15	2*	27	50%
SF-C.1	Custom Single-Family Residential (25% of District)	2,500	25	100	5	5/0	5	2*	35	70%
SF-C.2	Custom Single-Family Residential (75% of District)	7,200 (avg)	40	100	15	5	5	2*	35	70%
SF-R	Single-Family Redevelopment	6,000	55 (rear access) 60 (front access)	None	20' (residence at least 30' from street)	5	10 for primary structure 5 for front accessed rear parking	2*	35	70%

							structure			
SF-R-1	Small Lot Single-Family Redevelopment	8,000	55 (rear access) 60 (front access)	None	20' (residence at least 30' from street)	5	10 for primary structure 5 for front accessed rear parking structure	2*	35	65%
SF-R-2	Medium Lot Single-Family Redevelopment	10,000	55 (rear access) 60 (front access)	None	20' (residence at least 30' from street)	10	10 for primary structure 5 for front accessed rear parking structure	4*	35	55%
SF-R-3	Large Lot Single-Family Redevelopment	20,000	55 (rear access) 60 (front access)	None	20' (residence at least 30' from street)	10	10 for primary structure 5 for front accessed rear parking structure	4*	35	50%
MH	Manufactured Housing Residential	7,200	60	100	25	5	15	2*	27	50%
MF	Multifamily Residential	10,000	100	200	25	15	15	By unit size Section 14.4.3	38	50%

*See provisions for parking for each zoning district as well as [Section 14.4.3](#)

**DIMENSIONAL REQUIREMENTS
NONRESIDENTIAL ZONING DISTRICTS**

Code	Zoning District	Minimum Lot Size and Dimensions			Minimum Yard Setback (Ft.)			Minimum Off-Street Parking Spaces	Miscellaneous Lot Requirements	
		Area Sq. Ft.	Width Ft.	Depth Ft.	Front Ft.	Side Ft.	Rear Ft.		Max Height Ft.	Max Imperv Cover
GC	Golf Course	NA	NA	NA	25	NA	NA	Section 14.4.3	35	NA
O	Office	10,000	100	100	25	15 (a)	15 (b)	Section 14.4.3	35	80% (c)
C	Commercial	10,000	100	100	25	15	15 (d)	Section 14.4.3	35	50%
LI	Light Industrial	20,000	100	150	50	25 (e)	25 (e)	Section 14.4.3	40	50%

- (a) Unless adjacent to common wall construction then Zero (0') feet and adjacent to residential zoning twenty-five (25') feet.
- (b) Adjacent to residential zoning twenty-five (25') feet.
- (c) Developed area includes primary and accessory structures and impervious parking/drive areas.
- (d) Adjacent to residential zoning fifty (50') feet with heavy landscaping as buffer.
- (e) Adjacent to residential zoning one hundred fifty (150') feet with heavy landscaping as buffer.

ATTACHMENT B

Sec. 14.3.3 Consolidated Permitted Use Table

A. Use of Land and Buildings. Structures, land or premises shall be used only in accordance with the use permitted in the following use table subject to compliance with the dimensional and development standards for the applicable zoning district and all other applicable requirements of this Ordinance.

B. Permitted Principal Uses. No principal use shall be permitted in any district unless it appears in the following permitted use table.

C. Legend for the Permitted Use Table:

P Use is permitted in district indicated

S Use is permitted in district indicated upon approval of Specific Use Permit

Use is prohibited in district indicated

Table 14.3-3 Permitted Uses

RESIDENTIAL USES							COMMERCIAL/ INDUSTRIAL USES			
SF-A	SF-B	SF-C	SF-R	MH	MF	PERMITTED USES	GC	O	C	LI
						RESIDENTIAL USES				
P	P	P	P	P	P	Accessory Building/Structure (Residential)				

						Accessory Building/Structure (Nonresidential)	P	P	P	P
P						Accessory Dwelling				
		P		P	P	Caretaker's/Guard's Residence				
		P		P	P	Community Home				
		P		S	P	Duplex/Two- Family				
P	P	P	P	P	P	Family Home Adult Care				
P	P	P	P	P	P	Family Home Child Care				
				S	P	Four-Family (Quadraplex)				
P	P	P	P	P	P	Home Occupation				
					P	Multifamily (Apartments)				
P	P	P	P	P	P	Private Street Subdivision				
						Rooming/Board House				
P	P	P	P	P	P	Single-Family Detached				
				P		HUD-Code Manufactured Home				
						Single-Family Industrialized Home				

		P		S	P	Single-Family Townhouse (Attached)				
		P				Single-Family Zero Lot/Tract Line/Patio Homes				
P	P	P	P	P	P	Swimming Pool (Private Use only by resident)				
		P		S	P	Three-Family (Triplex)				
						OFFICE USES				
						Armed Services Recruiting Center		P	P	
						Check Cashing Service		P	P	P
						Credit Agency		P	P	
						Insurance Agency Offices		P	P	
						Offices (Brokerage Services)		P	P	
						Offices (Health Services)		P	P	
						Offices (Legal Services)		P	P	
						Offices (Medical Office)		P	P	
						Offices (Professional)		P	P	
						Offices (Parole - Probation)				P

						Real Estate Offices		P	P	P
						Telemarketing Agency		P	P	P
						Bank		P	P	
						Savings and Loan		P	P	
						Security Monitoring Company (No Outside Storage)		P	P	P
						PERSONAL AND BUSINESS SERVICE USES				
						Appliance Repair			P	P
						Artist Studio		P	P	P
						Ambulance Service (Private)			P	P
						Automobile Driving School (including Defensive Driving)		P	P	P
						Barber/Beauty Shop/College (barber or cosmetology school or college)		P	P	
					S	Barber/Beauty Shop (non-college)		P	P	P
S	S	S	S	S	S	Bed & Breakfast		S	S	
						Communication Equipment (installation and/or Repair - No outdoor sales or			P	P

					storage)				
					Computer Sales			P	P
					Credit Unions		P	P	
					Dance/Drama/Music Schools (Performing Arts)		P	P	P
					Extended Stay Hotels/Motels (residence hotels)		S	S	S
					Exterminator service (no outdoor sales or storage)			P	P
					Financial Services (Advice/Invest)		P	P	
					Funeral Home			P	P
					Hotel/Motel		S	S	S
					Martial Arts School		P	P	P
					Kiosk (providing a service)		S	S	S
					Laundry/Dry Cleaning (Drop Off/Pick Up)			P	P
					Locksmith				
					Mini-Warehouse/Self-Storage			S	S

					Newspaper or Job Printing			P	P
					Photo Studio		P	P	
					Photocopying/Duplicating		P	P	
					Sexually Oriented Business				P
					Shoe Repair			P	P
					Studio for Radio or Television (without tower)			P	P
					Tailor Shop			P	P
					Tool Rental (Indoor Storage only)			P	P
					Tool Rental (with Outdoor Storage)			S	P
					Travel Agency		P	P	
					RETAIL USES				
					Alcoholic Beverage Retail Sales, Beer Barns, Bars, Liquor Stores, etc. (No drive-through)	S		S	S
					All-Terrain Vehicle (go-carts) Dealer/Sales				P
					Antique Shop (household items; no outside storage)			P	P

					Art Dealer/Gallery		P	P	
					Auto Dealer (Primarily New/Used Auto Sales as accessory use only)			S	P
					Auto Dealer, New/Used Auto Sales			S	P
					Auto Supply Store for New & Rebuilt Parts			P	P
					Bakery (Retail)			P	P
					Bike Sales and/or Repair			P	P
					Book Store			P	P
					Building Material Sales				P
					Cabinet Shop (manufacturing)				P
					Confectionery Store (Retail)			P	P
					Consignment Shop			P	P
					Convenience Store without gas sales			P	P
					Department Store			P	
					Drapery Shop/Blind Shop			P	P
					Florist			P	P

						Food or Grocery Store			P	P
						Furniture Sales (Indoor)			P	
						Garden Shop (Inside Only; no outside storage)			P	P
						Gravestone/Tombstone Sales				P
						Handicraft Shop			P	P
						Hardware Store			P	P
						Home Improvement Center			P	P
						Lawnmower Sales and/or Repair				P
						Major Appliance Sales (indoor)			P	P
						Market (Public, Flea)			S	S
						Mobile home, modular home, and manufactured home sales and display facilities			S	S
						Motorcycle Dealer (primarily new/used/repair)			S	P
						Motor home, trailer and recreational vehicles sales, rental, and display facilities			S	S
						Personal Watercraft Sales (primarily			S	P

					new/repair/rental)				
					Needlework Shop		P	P	
					Permanent Cosmetics		S	P	P
					Pet Grooming (Indoor Kennels)			P	P
					Pet Shop/Supplies			P	P
					Pharmacy			P	P
					Plant Nursery (Retail Sales/Outdoor Storage)			P	P
					Recycling Kiosk				P
					Restaurant	S	P	P	P
					Restaurant (Drive-In/Drive through)			P	P
					Tavern/Bar	S	S	S	S
					Retail Store (Misc.)			P	P
					Security Systems Installation Company			P	P
					Studio Tattoo or Body Piercing				S
					Temporary Outdoor Retail Sales/Commercial Promotion (30-day time limit; permit required)			S	S

						Upholstery Shop (Non-Auto)				P
						Used Merchandise/Furniture Store)				P
						Vacuum Cleaner Sales and Repair				P
						Veterinarian/Small Animal Clinic (Indoor Kennels)			P	P
						Woodworking Shop (ornamental)				P

(Ordinance 398 adopted 8/9/16)

						TRANSPORTATION AND AUTO SERVICE USES				
						Aircraft, Aircraft Hardware or Parts Manufacture				P
						Auto Financing & Leasing		P	P	
						Auto Glass Repair/Tinting (no outside storage)			P	P
						Auto Interior Shop/Upholstery			S	P
						Auto Muffler Shop			S	P
						Auto Paint/Body Repair				P
						Auto Rental			P	P

						Auto Repair (General)			S	P
						Auto Repair as an Accessory Use to Retail Sales			S	P
						Auto Tire Repair/Sales (Indoor - no outside storage)			P	P
						Auto Wrecker Service				
						Automobile, Mobile Home, Heavy Equipment Manufacturing				P
						Automotive Gasoline or Motor Fuel Service			P	P
						Car Wash (Self-Service; Automated)			S	S
S	S	S	S	S	S	Electronic Vehicle Charging Station	S	S	S	S
						Full-Service Car Wash (Detail Shop)			S	S
						Limousine/Taxi Service				P
						Public Garage/Parking Structure		P	P	P
						Quick Lube/Oil Change/Minor Inspection			P	P
						Railroad or Bus Passenger Terminal		P	P	P

(Ordinance 398 adopted 8/9/16; Ordinance 442, sec. 1, adopted 12/11/18)

						AMUSEMENT AND RECREATIONAL SERVICE USES				
						Amusement Devices/Arcade (Four or more Devices)			P	P
						Amusement Services (Indoors)			S	S
						Amusement Services (Outdoors)		S	S	S
						Ballpark, stadium, athletic field (private)		S	S	S
						Billiard/Pool Facility (Three or More Tables)			S	S
						Bingo Facility			S	S
						Bowling Center			P	P
						Broadcast Station (with Tower)			S	S
S	S	S	S	S	P	Country Club (Private)	P	P	P	
						Dance Hall/Dancing Facility			S	S
						Day Camp		P	P	P
						Dinner Theater		P	P	P
						Driving Range	P		S	S
Subject to standards within Section 14.4.32						Earth Satellite Dish (Private, less than 3' in	Subject to standards within			

						diameter)	Section 14.4.32			
						Exhibition Hall			S	P
						Fairground			S	S
						Golf Course (Miniature)	S		S	S
S	S	S	S	S	P	Golf Course (Private)	P	P	P	P
S						Golf Course (Public)	P	P	P	P
					P	Health Club (Physical Fitness; Indoors Only)		P	P	P
						Motion Picture Theater (Indoors)			P	P
						Motion Picture Studio, Commercial Film			P	P
						Museum (Indoors Only)		P	P	
P	P	P	P	P	P	Park and/or Playground (Private)	S	P	P	P
P	P	P	P	P	P	Park and/or Playground (Public)	S	P	P	P
						Travel Trailers/RVs (Short-Term Stays)			S	S
						Rodeo Grounds			S	S
					P	Swimming Pool (Private; Membership)	P	P	P	P
P	P	P	P	P	P	Swimming Pool (Public)	P	P	P	P

S	S	S	S	S	P	Tennis Court (Lighted)	P	P	P	P
S	S	S	S	S	P	Tennis Court (Private/Lighted)	P	P	P	P
P	P	P	P	P	P	Tennis Court (Private/Not Lighted)	P	P	P	P
						Theater (Non-Motion Picture; Live Drama)		P	P	P
						Video Rental/Sales (Non Sexually Oriented Business)		P	P	P
						INSTITUTIONAL/GOVERNMENTAL USES				
Subject to standards within Section 14.4.32						Antenna (Noncommercial)	Subject to standards within Section 14.4.32			
Subject to standards within Section 14.4.32						Antenna (Commercial)	Subject to standards within Section 14.4.32			
					P	Assisted Living Facility		P	P	P
Subject to standards within Section 14.4.32						Broadcast Towers (Commercial)	Subject to standards within Section 14.4.32			
Subject to standards within Section 14.4.32						Cellular Communications Tower/PSS	Subject to standards within Section 14.4.32			
						Cemetery and/or Mausoleum			P	P
						Child Day Care (Business)		P	P	P

P	P	P	P	P	P	Church/Place of Worship		P	P	P
					P	Civic Club		P	P	P
						Clinic (Medical)		P	P	P
P	P	P	P	P	P	Community Center (Municipal)		P	P	P
S	S	S	S	S	S	Electrical Generating Plant		S	S	S
S	S	S	S	S	S	Electrical Substation		P	P	P
S	S	S	S	S	S	Electrical Transmission Line		P	P	P
						Emergency Care Clinic		P	P	P
						Fire Station		P	P	P
						Franchised Private Utility (not listed)		P	P	P
						Fraternal Organization		P	P	P
						Gas Transmission Line (Regulating Station)		S	S	S
						Governmental Building (Municipal, State or Federal)		P	P	P
						Group Day Care Home		P	P	P
						Heliport			P	P

						Helistop			P	P
						Hospice		P	P	P
						Hospital (Acute Care/Chronic Care)		P	P	P
						Library (Public)		P	P	P
						Mailing Service (Private)		P	P	P
						Nonprofit Activities by Church		P	P	P
					P	Nursing/Convalescent Home		P	P	P
						Philanthropic Organization		P	P	P
						Phone Exchange/Switching Station			P	P
						Police Station		P	P	P
						Post Office (Governmental)		P	P	P
Subject to standards within Section 14.4.32						Radio/Television Tower (Commercial)	Subject to standards within Section 14.4.32			
P	P	P	P	P	P	Rectory/Parsonage				
					P	Retirement Home/Home for the Aged		P	P	P
P	P	P	P	P	P	School, K through 12 (Private)		P	P	P

P	P	P	P	P	P	School, K through 12 (Public)		P	P	P
						School, Vocational (Business/Commercial Trade)		S	P	P
S	S	S	S	S	S	Sewage Pumping Station		P	P	P
S	S	S	S	S	S	Utility Distribution Line		S	S	S
						Water Supply Facility (Private)				
S	S	S	S	S	S	Water Supply Facility (Elevated Water Storage)		S	S	S
						Water/Wastewater Treatment Plant (Public)				S
COMMERCIAL AND WHOLESALE TRADE USES										
						Book Binding				P
						Electrical Service Shop				P
						Feed & Grain Store				P
						Furniture Manufacture				P
						Heating & Air Conditioning Sales/Services (no outside storage)			S	P
						Livestock - Wholesale				

						Pawn Shop				P
						Propane Sales			S	S
						Taxidermist				S
						Transfer Station (Refuse/Pickup)				P
						Veterinarian (Outdoor Kennels or Pets)				P
						Warehouse/Office				P
						Welding Shop				P
LIGHT INDUSTRIAL/ MANUFACTURING USES										
P	P	P	P		P	Temporary Model Home Sales Office, No Outside Storage including Vehicles (Only with Model Home Permit)				
						Chemical Products Manufacturing & Storage (indoors)			S	P
						Contractor's Office/Sales, with Outside Storage including Vehicles			S	P
P	P	P	P	P	P	Contractor's Temporary On-Site Construction Office (only with permit)	P	P	P	P
						Electronic Assembly				P

						Electronic Data Processing			P	P
						Electrical Equipment or Appliance Manufacturing				P
						Electroplating				P
						Engine Repair/Motor Manufacturing, Re-Manufacturing and/or Repair				P
						Feed Mill				P
						Flour Mill, Yeast Plant				P
						Foundry, Forge Plant, Rolling Mill				S
						Galvanizing, Hot-Dip Metal Process				S
						Kitchen Equipment Manufacturing				P
						Laboratory Equipment Manufacturing				P
						Machine Shop				P
						Maintenance & Repair Service for Buildings				P
						Metal Fabrication Plant				
						Micro Brewery (on-site mfg. & sales)			S	S
						Oil Well Tools, Oil Well Equipment				S

						Manufacturing				
						Outside Storage			S	P
						Petroleum Products Manufacturing & Storage				S
						Planing Mill				P
						Plumbing Shop (no outside storage)			P	P
						Processing of Chemicals or Mineral Extraction				S
						Research Lab (Non-Hazardous)				P
						Sand/Gravel Sales (Storage)				S
						Sign Manufacturing				P
						Stone/Clay/Glass Manufacturing				P
						Textile or Garment Manufacturing				P
						Wood, Plastic Container Manufacturing				P

D. Classification of New/Unlisted Uses. It is recognized that new types of land use will arise in the future, and forms of land use not presently anticipated may seek to locate in the City of Westworth Village. In order to provide for such changes and contingencies, a determination as to the appropriate classification of any new or unlisted form of land use in the Permitted Use Table shall be made as follows:

1. Initiation.

- a) A person, City department, the Planning and Zoning Commission, or the City Council may propose zoning amendments to regulate new and previously unlisted uses.
- b) A person requesting the addition of a new or unlisted use shall submit to the City Administrator or his/her designee all information necessary for the classification of the use, including but not limited to:
 - (1) The nature of the use and whether the use involves dwelling activity, sales, services, or processing;
 - (2) The type of product sold or produced under the use;
 - (3) Whether the use has enclosed or open storage and the amount and nature of the storage;
 - (4) Anticipated employment typically anticipated with the use;
 - (5) Transportation requirements;
 - (6) The nature and time of occupancy and operation of the premises;
 - (7) The off-street parking and loading requirements;
 - (8) The amount of noise, odor, fumes, dust, toxic materials and vibration likely to be generated;
 - (9) The requirements for public utilities such as sanitary sewer and water and any special public services that may be required; and
 - (10) Impervious surface coverage.

2. The City Administrator or his/her designee shall refer the question concerning any new or unlisted use to the Planning and Zoning Commission requesting a recommendation as to the zoning classification into which such use should be placed. The referral of the use interpretation question shall be accompanied by the statement of facts in Section 14.3.3(D)(1)(b) above. An amendment to this Chapter shall be required as prescribed by Article 2, Division 4 of this Chapter.

3. The Planning and Zoning Commission shall consider the nature and described performance of the proposed use and its compatibility with the uses permitted in the various districts and determine the zoning district or districts within which such use is most similar and should be permitted, by right or by SUP.
4. The Planning and Zoning Commission shall transmit its findings and recommendations to the City Council as to the classification proposed for any new or unlisted use. The City Council shall approve or disapprove the recommendation of the Planning and Zoning Commission or make such determination concerning the classification of such use as is determined appropriate based upon its findings. If approved, the new or unlisted use shall be amended in the use charts of the Zoning Ordinance according to Article 2, Division 4 of this Chapter.
5. Standards for new and unlisted uses may be interpreted by the City Administrator or his/her designee as those of a similar use. When a determination of the appropriate zoning district cannot be readily ascertained, the same criteria outlined above shall be followed for determination of the appropriate district. The decision of the City Administrator or his/her designee may be appealed according to the process outlined in Section 14.3.3(D)(2)–(4) above.

E. Uses in SF-R Zones. Any use permitted in Zoning District SF-R are permitted in Zoning Districts SF-R-1, SF-R-2, and SF-R-3.”