



CITY COUNCIL AGENDA

MAY 10, 2016

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

I. General Information

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

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

www.arlingtontx.gov

CITY COUNCIL SCHEDULE-2016

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

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

II. Support or Opposition on Agenda Items

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

- Please come to the microphone at the podium and state your name and address before you begin your presentation.
- To the extent possible, please refrain from repeating testimony which has already been given.
- Speakers in support or in opposition of an item will be given **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 a cabo cada Mayo en la primavera.

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

EL HORARIO DEL AYUNTAMIENTO-2016

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

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

II. Apoya u Opone los Artículos del Orden del Día

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

- Venga por favor al micrófono en el podio e indique su nombre y la dirección antes que empiece su presentación.
- Hasta el punto possible, por favor de abstenerse de repetir testimonio que ya ha sido dado.
- Los oradores en apoyo u oposición de un artículo sera dado **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 señalará a fines del tiempo del orador. Por favor, concluye tus comentarios inmediatamente.
- Pedimos que dirige sus comentarios al Alcalde y el Concilio.

III. Participación de los Ciudadanos

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

IV. Reglas de Cortesía

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

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Agenda



Arlington City Council Meeting

City Hall Council Chamber
101 W. Abram St.

**Tuesday, May 10, 2016
6:30 PM**

- I. CALL TO ORDER
- II. INVOCATION AND PLEDGE OF ALLEGIANCE TO U.S. AND TEXAS FLAGS
- III. SPECIAL PRESENTATIONS
- IV. APPOINTMENTS TO BOARDS AND COMMISSIONS
- V. SPEAKER GUIDELINES AND GENERAL DECORUM
- VI. APPROVAL OF ITEMS FROM EXECUTIVE SESSION
- VII. APPROVAL OF MINUTES

Afternoon Meeting, April 26, 2016
Evening Meeting, April 26, 2016

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

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

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

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

VIII. APPROVAL OF CONSENT AGENDA

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

A. Minute Orders

1. **Annual Requirements Contract for Crack Seal Services, Bid Project 16-0071 (MO#05102016-001)**
Authorize the City Manager or his designee to approve an annual requirements contract for crack seal services with Curtco, Inc., of Kerrville, Texas, through an interlocal cooperative purchasing agreement with the City of Grand Prairie in the estimated amount of \$286,000, and execute any and all documents necessary to carry out such contract. Funds are budgeted in Contract Street Maintenance Account No. 728501-63132-61480695.
2. **Annual Requirements Contract for Cleaning, Inspection and Repair of Bunker Gear for the Fire Department, Bid Project 16-0087 (MO#05102016-002)**
Authorize the City Manager or his designee to execute an annual requirements contract for the cleaning, inspection and repair of bunker gear for the Fire Department with Gear Cleaning Solutions of Dallas, Texas through the Collin County Purchasing Cooperative in the estimated amount of \$80,000, and execute any and all documents necessary to carry out such contract. Funds are budgeted in Fire Department Operational Account No. 220601-63116.
3. **Annual Requirements Contract for City-wide Janitorial Services, Bid Project 16-0075 (MO#05102016-003)**
Authorize the City Manager or his designee to execute an annual requirements contract for city-wide janitorial services with Oriental Building Services, Inc. of Dallas, Texas, in the estimated amount of \$461,688.96, and execute any and all documents necessary to carry out such contract. Funds are budgeted in Public Works Account No. 350407-61002.
4. **Renewal of Annual Requirements Contract for Janitorial Services for Parks & Recreation Facilities, Bid Project 13-0112 (MO#05102016-004)**
Authorize the City Manager or his designee to exercise the third of four, one-year renewal options in the contract for janitorial services for parks & recreation facilities with Member's Building Maintenance, LLC of Dallas, Texas in an estimated amount of \$134,607.96, and execute any and all documents necessary to carry out such renewal. Funds are budgeted in Parks and Recreation Asset Management/Special Services Account No. 502704-61002.
5. **Renewal of Annual Requirements Contract for Tree Trimming Services, Bid Project 14-0137 (MO#05102016-005)**
Authorize the City Manager or his designee to exercise the second of four, one-year renewal options in the contract for tree trimming services with Arbor Master Service, Inc. of Grapevine, Texas, in the estimated amount of \$350,000, and execute any all documents necessary to carry out such renewal. Funds are budgeted in various Parks and Recreation Department accounts.

6. **Renewal of Annual Requirements Contract for Sanitary Sewer Covers and Rings, Bid Project 13-0140 (MO#05102016-006)**
Authorize the City Manager or his designee to exercise the third of four, one-year renewal options in the contract for sanitary sewer covers and rings with HD Supply Waterworks of Richland Hills, Texas in the estimated amount of \$116,525, and execute any and all documents necessary to carry out such renewal. Funds are budgeted in Water Utilities Department/Water Utilities Inventory Account No. 5000-16000.
7. **Amendment No. 1 to the Construction Manager-at-Risk Contract for New Central Library/Council Chamber; Project No. CMLI14001 (MO#05102016-007)**
Authorize the execution of Amendment No. 1 to the Construction Manager-At-Risk contract with Byrne Construction Services, of Fort Worth, Texas, establishing the Guaranteed Maximum Price (GMP) for the New Central Library and Council Chambers/Community Room Facility construction and associated infrastructure in the amount of \$26,353,944. Funding is available in the following accounts: Library Facility Account No. 968501-68100-89501199 [\$16,531,834], Library Facility and Plaza Account No. 968502-61002-88291199 [\$5,367,000], Library Facility and Community Building Account Nos. 938502-61002-85000998 [\$291,010] and 190601-63101 [\$1,596,000], Public Broadcast Space and Technology Account No. 890102-68100 [\$2,400,000], Main Street Repaving Account No. 728501-63132 [\$78,100], and Main Street Water Line Replacement Account No. 658502-68252-16392205 [\$90,000].
8. **Light Up Arlington Fireworks (MO#05102016-008)**
Authorize the City Manager or his designee to execute a contract with Pyrotex Inc. of Leonard, Texas, for services to provide a firework show at Light Up Arlington located at City Hall and Founders Plaza in the amount of \$26,000.00. Funding is available in Parks and Recreation Special Account No. 121201-125042-61002 and is fully offset by sponsorships.
9. **Construction Contract for Miracle Field Turf Replacement Project No. PKPL-16001 (MO#05102016-009)**
Authorize the City Manager or his designee to execute a construction contract with Gibson Oilfield/dba Gibson Earthworks of Granbury, Texas for construction of Miracle League Field Turf Replacement at Randol Mill Park in the amount of \$140,682.30. Funding is available in Parks and Recreation Bond Account No. 508503-68101-53550599.
10. **Engineering Services Contract for 2014 Residential Street Rebuilds (Phase IV); Project No. PWST16002 (MO#05102016-010)**
Authorizing the City Manager or his designee to execute an Engineering Services Contract with Westra Consultants, LLC, of Arlington, Texas, for the design of the 2014 Residential Street Rebuilds, Phase IV, in an amount not to exceed \$175,960. Funding is available in the following accounts: Street Bond Fund Account No. 358504-65830698-61043 [\$166,600] and Sanitary Sewer Bond Fund Account No. 648502-61002-17968204 [\$9,360].
11. **Engineering Services Contract for 2016 Residential Street Rebuilds (Phase II); Project No. PWST16005 (MO#05102016-011)**
Authorizing the City Manager or his designee to execute an Engineering Services Contract with Stream Water Group, Inc., of Fort Worth, Texas, for the design of the 2016 Residential Street Rebuilds, Phase II, in an amount not to exceed \$289,772. Funding is available in the following accounts: Street Bond Fund Account No. 358504-61043-65820698 [\$257,322] and Sanitary Sewer Bond Fund Account No. 648502-61043-17970204 [\$32,450].

12. **Engineering Services Contract for Mayfield and Wimbledon Drainage Improvements; Project No. PWDR14011 (MO#05102016-012)**
Authorizing the City Manager or his designee to execute an Engineering Services contract with Hayden Consultants, Inc., of Dallas, Texas, for the Mayfield and Wimbledon Drainage Improvements in an amount not to exceed \$103,180. Funding is available in the Storm Water Utility Fund Account No. 308501-61043-10970199.
13. **Contract Modification No. 1 to the Design-Build Contract for the California Lane Police Service Center Site Security Improvements; Project No. CMPD16001 (MO#05102016-013)**
Authorize the execution of Contract Modification No. 1 to the Design-Build Contract with I.S. Construction Group, LLC, of Fort Worth, Texas, establishing the Guaranteed Maximum Price (GMP) for construction and associated infrastructure in the amount of \$273,061. Funding is available in the UASI (Urban Area Security Initiative) Grant Account No. 228601-68100-228944. Execution of the contract is contingent on final grant approval by the State.
14. **Contract Modification No. 1 to the Design-Build Contract for the East Arlington Police Service Center Site Security Improvements; Project No. CMPD16001 (MO#05102016-014)**
Authorize the execution of Contract Modification No. 1 to the Design-Build Contract with I.S. Construction Group, LLC, of Fort Worth, Texas, establishing the Guaranteed Maximum Price (GMP) for construction and associated infrastructure in the amount of \$247,091. Funding is available in UASI (Urban Area Security Initiative) Account No. 228601-68100-22894. Execution of the contract is contingent on final grant approval by the State.
15. **Professional Services Contract for Arlington Landfill (MO#05102016-015)**
Authorizing the City Manager or his designee to execute a consultant services contract with Gershman, Brickner & Bratton, Inc. (GBB), of Fairfax, Virginia, to assist with the existing agreements for the operation and maintenance of the Arlington Landfill in the amount not to exceed \$134,000. Funding is available in Solid Waste Operations Account No. 350207-61043.
16. **Additional Repair Services for Pierce Burch Water Treatment Plant – Pump Engine Drive, Bid Project 16-0028 (MO#05102016-016)**
Authorizing the City Manager or his designee to approve the purchase of additional repair services for the renovation of Pierce Burch Water Treatment Plant (PBWTP) Pump Engine Drive with Holt CAT, Irving, Texas in the estimated amount of \$61,264.10. Funding is available in Water Fund Account No. 658502-68900-18108205.
17. **Modification No. 1 - Engineering Services Contract for Water Treatment Ozone System Improvements and Upgrade, Project No. WUTR15002 (MO#05102016-017)**
Authorizing the City Manager or his designee to execute Modification No. 1 to the Engineering Services Contract with CDM Smith Inc., of Fort Worth, Texas for additional services in an amount not to exceed \$90,098. Funding is available in Water Bond Fund Account No. 678501-20126205-61043.

B. Consent Agenda Ordinances – Final Readings

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

1. **Zoning Case PD16-1 (Residential Homes at Legacy Heights - 2418 North Fielder Road) (CLOSED)**
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 1.02 acres zoned Planned Development (PD) for all Neighborhood Commercial (NC) uses plus convenience store with four gasoline pumps and generally located west of North Fielder Road and south of Northwest Green Oaks Boulevard. Final reading of an ordinance changing the zoning classification on certain property known as 2418 North Fielder 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.
2. **Zoning Case ZA16-3 (Dean Berube – State Farm Insurance - 1215 and 1217 Bell Street) (CLOSED)**
Consider a request to change the zoning of property to Limited Office (LO) on approximately 0.514 acres zoned Residential Estate (RE) and generally located north of Bell Street and east of South Cooper Street. Final reading of an ordinance changing the zoning classification on certain property known as 1215 and 1217 Bell Street to Limited Office (LO) and amending the Zoning District Map accordingly.

C. Consent Agenda Resolutions

1. **City of Arlington's Retirement Committee Appointment**
A resolution appointing Lemuel Randolph, Director of Parks and Recreation, to the City of Arlington's Retirement Committee.
2. **Update to Local and Minority Women-Owned Business Enterprise (MWBE) Policy, Bid Project 14-0052**
A resolution adopting the revised Local and Minority Women-Owned Business Enterprise Policy.
3. **Al Rollins Park Naming**
A resolution naming the park located at 3311 Southwest Green Oaks Boulevard as "Al Rollins Park".
4. **Tarrant Regional Auto Crimes Task Force Interlocal Assistance Agreement**
A resolution authorizing the City Manager or his designee to execute the Tarrant Regional Auto Crimes Task Force Interlocal Assistance Agreement with Tarrant County relative to participation in the Tarrant Regional Auto Crimes Task Force which includes a grant award of \$221,347 and requires a cash match of approximately \$52,837.
5. **Bulletproof Vest Partnership Grant**
A resolution authorizing the acceptance of a grant, if awarded, from the United States Department of Justice, Office of Justice Programs' Bureau of Justice Assistance, in the amount of \$129,260 through the Bulletproof Vest Partnership Program for the purchase of bulletproof vests and authorizing the execution of contracts and other documents relative to the grant.

6. **Fee Authorization for Community Development and Planning Department, and for Public Works and Transportation Department**
A resolution authorizing various fees relative to administration, construction, electrical, electronic scanning, gas drilling and production, health, irrigation, mechanical, municipal setting designation, plumbing, platting, special event parking, transportation, and zoning activities of the City of Arlington, Texas.

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. **Zoning Case PD14-9R (Legends Express Car Wash - 5521, 5523, and 5525 South Cooper Street)**

Following the public hearing, consider a request to change the zoning of property to Planned Development (PD) for Community Commercial (CC) uses plus a Car Wash and a commercial kennel with an outside run, with a Development Plan on approximately 3.002 acres zoned Planned Development (PD) for Community Commercial (CC) uses plus a Car Wash, with a Development Plan and generally located north of West Nathan Lowe Road and east of South Cooper Street.

ORDINANCE FIRST READING

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

2. **Zoning Case PD15-13 (Dial Independent Living - 131 and 175 East Bardin Road)**

Following the public hearing, consider a request for a change in the zoning of property to Planned Development (PD) for limited Community Commercial (CC) uses plus an Independent Senior Living facility, with a Development Plan on approximately 9.089 acres zoned Community Commercial (CC) and generally located north of East Bardin Road and east of Matlock Road.

ORDINANCE FIRST READING

First reading of an ordinance changing the zoning classification on certain property known as 131 and 175 East Bardin Road to Planned Development (PD) for limited Community Commercial (CC) uses plus an Independent Senior Living facility, with a Development Plan 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. **Ordinances authorizing the Sale of City of Arlington, Texas Series 2016A Permanent Improvement Bonds in the amount of \$36,165,000, Texas Series 2016B Combination Tax and Revenue Certificates of Obligation in the amount of \$16,875,000**

a. An Ordinance providing for the issuance of City of Arlington, Texas, Permanent Improvement Bonds, Series 2016A; Awarding the sale thereof; Levying a tax in payment thereof; Authorizing the execution and delivery of a Paying Agent/Registrar Agreement approving the Official Statement; And enacting provisions incident and relating to the subject and purposes of this ordinance;

b. An ordinance providing for the issuance of City of Arlington, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2016B; Levying a tax in payment thereof; Prescribing the form of said certificates; Approving and awarding the sale of the certificates; Authorizing the execution and delivery of a Paying Agent/ Registrar Agreement; Approving the Official Statement; And enacting provisions incident and related to the subject and purposes of this ordinance.

2. **Ordinance providing for the issuance of \$2,080,000 Water and Wastewater System Revenue Bonds, Series 2016**

An ordinance awarding the Sale and providing for the issuance of City of Arlington, Texas, Water and Wastewater system revenue bonds, Series 2016; Approving an Escrow Agreement and a Paying Agent/Registrar Agreement; Approving the form of said bonds; And enacting other provisions relating thereto.

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

April 26, 2016
2:45 PM

The City Council of the City of Arlington, Texas, convened in Special Session on April 26, 2016, at 2:45 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 3:05 p.m. and immediately convened in Executive Session.

II. EXECUTIVE SESSION

A. Section 551.071, CONSULTATION WITH ATTORNEY

B. Section 551.072, DELIBERATION REGARDING REAL PROPERTY

1. Third Amendment to Use Agreement-New Cingular Wireless PCS, LLC, 1526 Sherman Street
A resolution authorizing the City Manager or his designee to execute a Third

Amendment to Use Agreement with New Cingular Wireless PCS, LLC, relative to the installation of wireless telephone facilities, additional and supporting equipment on property located at 1526 Sherman Street, City of Arlington, Tarrant County, Texas.

C. **Section 551.087, DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS**

1. **Offers of Incentives to Business Prospects**

At 4:18 p.m., Executive Session was adjourned, and after a short break, Council reconvened in Open Session at 4:27 p.m.

III. **WORK SESSION**

A. **North Texas Tollway Authority (NTTA) Update**

Alicia Winkelblech, Assistant Director, Community Development and Planning Department, introduced Mojoy Haddad, NTTA Board Member, who provided Council with a brief overview of the North Texas Tollway Authority. Carrie Rogers, Director of Government Affairs at NTTA, presented the North Texas Tollway Authority (NTTA) update to Council.

B. **Gas Well Update**

Collin Gregory, Gas Well Coordinator, Community Development and Planning Department, provided a gas well update to Council.

IV. **ISSUES SESSION**

A. **Discussion of informal staff reports**

1. **Creating Sports Tourism: Randol Mill Sports Initiative**

Gary Packan, Assistant Director, Parks and Recreation Department, briefed Council on the Creating Sports Tourism Randol Mill Sports initiative.

2. **Metro ArlingtonXpress (MAX) Update**

Alicia Winkelblech, Assistant Director, Community Development and Planning Department, provided Council with an update on the Metro ArlingtonXpress (MAX).

3. **Food Truck Pilot Program Update**

Jim Parajon, Deputy City Manager, provided Council with a Food Truck Pilot Program update.

4. **Summary of Real Property Transactions - First and Second Quarters 2016**

Stuart Young, Real Estate Manager, Community Development and Planning Department, presented a summary of real property transactions for the 2016 first and second quarters.

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

Dr. Theron Bowman, Deputy City Manager, updated Council on FY 2016 City Co uncil priority, Put Technology to Work.

B. Discussion of committee meetings

1. Community and Neighborhood Development - Neighborhood Matching Grant; Erosion Program

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

2. Economic Development - Airport Update; Executive Session: Discussion of lease and acquisition of property relating to the Arlington Municipal Airport

Councilmember J. Bennett, Chair, reported on the committee meeting.

C. Discussion of miscellaneous items

1. Appointments to boards and commissions

2. Evening Agenda items

Item Nos. VIII-A-1 and XI.A.1 were discussed.

3. Issues relative to City and TxDot projects

Mayor J. Williams pro vided a brief update on Cooper Street and Center Street TxDot construction projects.

4. Future Agenda Items

At 6:05 p.m., Council reconvened in Open Session, and there being no further business, the meeting adjourned.

APPROVED:

W. Jeff Williams, Mayor

ATTEST:

Mary W. Supino, City Secretary

Minutes



Arlington City Council Regular Meeting

**Council Chamber
101 W. Abram St.**

April 26, 2016

6:30 PM

The City Council of the City of Arlington, Texas, convened in Regular Session on April 26, 2016, 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

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

I. CALL TO ORDER

Mayor J. Williams called the meeting to order at 6:45 p.m.

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

Jim Burgin, Grace Street Fellowship, gave the invocation and the Pledge of Allegiance to U.S. and Texas Flags were recited.

III. SPECIAL PRESENTATIONS

Mayor J. Williams proclaimed April 26, 2016 as Lady Movin' Mavs Day. This proclamation was presented by Councilmember M. Glaspie and accepted by Movin' Mavs Player Morgan Wood.

Mayor J. Williams proclaimed April 2016 as National Fair Housing and Community Development Month. This proclamation was presented by Councilmember L. Wolff and accepted by Sheryl Kenny, Grants

Manager, Community Development and Planning Department and staff.

Mayor J. Williams proclaimed April 2016 as Dollar Wise Month. This proclamation was presented by Councilmember J. Bennett and accepted by Tim McKinney, President/CEO, United Way of Tarrant County and other United Way representatives.

Mayor J. Williams proclaimed May 12, 2016 as Keller Williams Red Day. This proclamation was presented by Mayor J. Williams and accepted by Melinda Miller, Keller Williams Realty.

IV. APPOINTMENTS TO BOARDS AND COMMISSIONS

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 R. Shepard, the motion carried with 9 ayes and 0 nays.

1. Third Amendment to Use Agreement-New Cingular Wireless PCS, LLC, 1526 Sherman Street
A resolution authorizing the City Manager or his designee to execute a Third Amendment to Use Agreement with New Cingular Wireless PCS, LLC, relative to the installation of wireless telephone facilities, additional and supporting equipment on property located at 1526 Sherman Street, City of Arlington, Tarrant County, Texas.

RESOLUTION NO. 16-061

VII. APPROVAL OF MINUTES

Afternoon Meeting, April 12, 2016
Evening Meeting, April 12, 2016

Councilmember M. Glaspie made a motion to approve the minutes from the April 12, 2016 Afternoon and Evening Meetings. Seconded by Councilmember R. Rivera, the motion carried with 9 ayes and 0 nays.

VIII. APPROVAL OF CONSENT AGENDA

Councilmember R. Rivera made a motion to approve all items from the Consent Agenda, with an amendment to Item VIII-A-8 correcting the account number to reflect Information Technology Projects Fund Account No. 980252-63142. Seconded by Councilmember L. Wolff, the motion carried with 9 ayes and 0 nays.

A. Minute Orders

1. Renewal of Professional Services Contract for Auditing Services, Bid Project 11-0101
(MO#04262016-001)
Authorize the City Manager or his designee to exercise the third, one-year renewal option in

the professional services contract for auditing services with Grant Thornton, LLP, of Dallas, Texas, in the estimated amount of \$228,750, and execute any and all documents necessary to carry out such renewal. Funds are budgeted in Finance Account No. 140101-61043.

2. **Renewal of Annual Requirements Contract for Printing Services, Bid Project 13-0119 (MO#04262016-002)**
Authorize the City Manager or his designee to exercise the third of four one-year renewal options in the annual requirements contract for printing services with AC Printing of Euless, Texas, in the estimated amount of \$107,052.07 and Logan Graphics, Inc. of Dallas, Texas, in the estimated amount of \$9,060.08 for a total estimated amount of \$116,112.15, and execute any and all documents necessary to carry out such renewal. Funds are available in Knowledge Services IRC Account No. 180101-60027.
3. **Renewal of Annual Requirements Contract for Point Blank Soft Body Armor, Bid Project 12-0093 (MO#04262016-003)**
Authorize the City Manager or his designee to exercise the fourth and final one-year renewal option in the contract for Point Blank soft body armor with Red The Uniform Tailor, Inc. of Grand Prairie, Texas, in the estimated amount of \$193,173.75, and execute any and all documents necessary to carry out such renewal. Funds are budgeted in Police Department Operations Account No. 810301-60003.
4. **Renewal of Annual Requirements Contract for Directional Boring Services, Bid Project 14-0138 (MO#04262016-004)**
Authorize the City Manager or his designee to exercise the second of four one-year renewal options in the annual requirements contract for directional boring services with Northeast Services, Inc. of Kennedale, Texas, in the estimated amount of \$124,750, and execute any and all documents necessary to carry out such renewal. Funds are budgeted in Public Works Field Operations Account No. 720104-63129.
5. **Renewal of Annual Requirements Contract for Traffic Signal Poles and Mast Arms, Bid Project 14-0139 (MO#04262016-005)**
Authorize the City Manager or his designee to exercise the second of four one-year renewal options in the annual requirements contract for traffic signal poles and mast arms with Structural & Steel Products, Inc. of Fort Worth, Texas, in the estimated amount of \$799,090, and execute any and all documents necessary to carry out such renewal. Funds are budgeted in Public Works and Transportation Traffic Bond Fund Account No. 358505-68300-80600799.
6. **Annual Renewal of the Construction Materials Testing and Geotechnical Services Contract; Project Nos. PWST09005 and WUOP15007 (MO#04262016-006)**
Authorizing the City Manager or his designee to execute the first of four one-year renewal options in the Professional Services agreement with TEAM Consultants, Inc., of Arlington, Texas, for construction materials testing and geotechnical services in an amount not to exceed \$880,000. Funding is available in the following accounts: Stormwater Utility Fund Account No. 308501-68151-10460199 [\$100,000], Street Bond Fund Account No. 358504-68153-65310698 [\$380,000], Street Maintenance Fund Account No. 728501-63132-61030695 [\$150,000], and Water Renewal Fund Account No. 678501-68252-16391205 [\$250,000].

7.

Purchase of Three Replacement Vehicles, Bid Project 16-0114 (**MO#04262016-007**)
Authorize the City Manager or his designee to approve the purchase of three (3) replacement vehicles for various departments throughout the City. Two (2) 2016 Chevrolet 2500 Cargo Vans to be purchased through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program, with Caldwell County Chevrolet of Caldwell, Texas, in the amount of \$45,660 and one (1) Peterbilt truck with a versa lift to be purchased through the Texas Local Government Purchasing Cooperative (TLGPC), with Rush Truck Center of New Braunfels, Texas, in the amount of \$187,101 for a total amount of \$232,761, and execute any and all documents necessary to carry out such purchase. Funds are budgeted in Fleet Services Administration Account No. 790101-68200.

8. Purchase of Hand Held Devices for Public Safety Enforcement and Software Support and Maintenance, Bid Project 16-0020 (**MO#04262016-008**)
Authorize the City Manager or his designee to approve the sole-source purchase of the hand held devices for public safety enforcement with Tyler Technologies, Inc. of Lubbock, Texas in the total estimated amount of \$650,000, and execute any and all documents necessary to carry out such sole-source purchase. The hardware, software and hardware maintenance agreement is only available from Tyler Technologies, Inc.; therefore, the 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 Information Technology Projects Fund Account No. 980252-63142.
9. Construction Contract for the 2016 Green Oaks Concrete Repair and Resurfacing Project; Project No. PWSM16001 (**MO#04262016-009**)
Authorizing the City Manager or his designee to execute a construction contract with JLB Contracting, LLC of Fort Worth, Texas for the 2016 Green Oaks Concrete Repair and Resurfacing Project in the estimated amount of \$5,792,750. Funding is available in the Street Maintenance Sales Tax Account No. 728501-63132-61460695.
10. Construction Contract For Veterans Park Parking Lot Improvements Project No. RKPL11004 (**MO#04262016-010**)
Authorize the City Manager or his designee to execute a construction contract with 2L Construction, LLC of Rhome, Texas for Veterans Park Parking Lot Improvements in the amount of \$365,087. Funding for this contract, in the amount of \$365,087 is available in Park Bond Account No. 508503-53250599-68101.

B. Consent Agenda Ordinances - Final Readings

1. Zoning Case ZA16-2 (Plains Capital Bank - 701 East Rogers Street)
Consider a request for a change in the zoning of property to Entertainment District Overlay - Community Commercial (EDO-CC) on approximately 1.21 acres zoned Entertainment District Overlay - Residential Multi-family - 22 (EDO-RMF-22) and generally located north of East Rogers Street and west of North Collins Street. Final reading of an ordinance changing the zoning classification on certain property known as 701 East Rogers Street to Entertainment District Overlay - Community Commercial (EDO-CC) and amending the Zoning District Map accordingly.

ORDINANCE NO. 16-016

- 2.

US 287 Corridor Strategic Plan

Final reading of an ordinance adopting the US 287 Corridor Strategic Plan, as a component of 99 Square Miles - the Comprehensive Plan for the City of Arlington.

ORDINANCE NO. 16-017

3. Right-of-Way Abandonment on Bessel Avenue from South West Street to South Oak Street
Final reading of an ordinance vacating and abandoning the right-of-way on Bessel Avenue from South West Street to South Oak Street, in the City of Arlington, Tarrant County, Texas; reserving and retaining the right-of-way as a public utility easement in its entirety; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions, and establishing an effective date.

ORDINANCE NO. 16-018

4. Amendments to the Fire Prevention Chapter of the Code of the City of Arlington, Texas
Final reading of an ordinance amending the "Fire Prevention" Chapter of the Code of the City of Arlington, Texas, 1987, through the amendment of Article I, General Provisions, Section 1.03, Amendments, Additions and Deletions, by the repeal of Subsection 12 relative to Oil and Natural Gas Well Operational Permits; providing for severability; providing for governmental immunity; providing for injunctions; providing for publication and becoming effective 30 days after the final adoption of the ordinance.

ORDINANCE NO. 16-019

5. Unattended Donation (Collection) Boxes
 - a. Final reading of an ordinance creating the "Donation Boxes" Chapter of the Code of the City of Arlington, Texas, 1987; providing regulations for donation boxes and establishing requirements for permits allowing the placement of donation boxes on approved open spaces on private property; providing for a fine of up to \$500 for each violation; providing this ordinance be cumulative; and providing for severability, governmental immunity, injunctions, publication, and an effective date; and
 - b. Final reading of an ordinance amending the "Nuisance" Chapter of the Code of the City of Arlington, Texas, 1987, through the amendment of Article II, Nuisances Enumerated, Section 2.03, Other Nuisances Enumerated, by the addition of Subsection (N); and the amendment of Article V, Nuisance Personal Property, Section 5.01, Declaring Certain Property a Nuisance and Authorizing Impounding, Subsection (B); to outline abatement procedures; providing for a fine of up to \$500 for each violation; providing this ordinance be cumulative; and providing for severability, governmental immunity, injunctions, publication, and an effective date.

ORDINANCE NO. 16-020

ORDINANCE NO. 16-021

C. Consent Agenda Resolutions

1. Approve Fees Related to the Permitting and Enforcement of Unattended Donation (Collection) Boxes

A resolution authorizing various fees relative to the implementation of the "Donation Boxes" Chapter of the Code of the City of Arlington, Texas, 1987.

RESOLUTION NO. 16-062

2. Directing Oncor Concerning Just and Reasonable Rates
A resolution directing Oncor Electric Delivery Company, LLC to file certain information with the City of Arlington; setting a procedural schedule for the gathering and review of necessary information in connection therewith; setting dates for the filing of the City's analysis of the Company's filing and the Company's rebuttal to such analysis; ratifying the hiring of legal counsel and consultants; reserving the right to require the reimbursement of the City of Arlington's rate case expenses; setting a public hearing for the purposes of determining if the existing rates of Oncor Electric Delivery Company are unreasonable or in any way in violation of any provision of law and the determination by the City of Arlington of just and reasonable rates to be charged by Oncor Electric Delivery Company, LLC.

RESOLUTION NO. 16-063

3. Authorize the Request for Proposal (RFP) Procurement Method for Managed Print Services, Bid Project 16-0066
A resolution authorizing the competitive sealed proposal (Request for Proposal) procurement method for managed print services for the City.

RESOLUTION NO. 16-064

4. Collaborative Human Trafficking Grant Application
A resolution authorizing the application for and acceptance of a grant, if awarded, from the U.S. Department of Justice, Bureau of Justice Assistance, for a Collaborative Human Trafficking grant in an amount up to \$900,000 over 36 months and authorizing the execution of contracts and other documents relative to the grant.

RESOLUTION NO. 16-065

5. Pleasant Ridge Water Main Emergency Repair
A resolution declaring an emergency relative to the Pleasant Ridge 42-inch water main and pavement repair and authorizing retroactive approval of contracts with S.J. Louis Construction of Texas Ltd., of Mansfield, Texas, in an amount not to exceed \$196,865.05 and Westhill Construction, Inc. of Cleburne, Texas, in an amount not to exceed \$450,000.

Funds are available in Water Bond Fund Account No. 658502-18106205-68252.

RESOLUTION NO. 16-066

6. Arbrook/Melear Drainage Improvements - NHC-TX101, LLC; Project No. ST90-16
A resolution authorizing the settlement of a condemnation case for the acquisition of a drainage and utility easement in, under, over, across, and through 44,828.7 square feet and a temporary construction easement in, under, over, across, and through 5,659.8 square feet of land being situated in the Stephen S. Lane Survey, Abstract No. 951, and C.T. Lane Survey, Abstract No. 952, Tarrant County, Texas, and known as 1901 W. Arbrook Blvd., City of Arlington, Tarrant County, Texas, for channel improvements to the unnamed Rush

Creek tributary near Arbrook Boulevard and Melear Drive for the Arbrook Melear Drainage Improvements project to alleviate flooding.

Funds are available in Street Bond Funds Account No. 358504-68000-64810699.

RESOLUTION NO. 16-067

7. Pipeline License Agreement - Barnett Gathering, LLC - Mosier Valley (Arlington Sanitary Landfill)
A resolution authorizing the City Manager or his designee to execute a Pipeline License Agreement between Barnett Gathering, LLC and the City of Arlington relative to the construction, operation, and maintenance of one (1) low-pressure natural gas pipeline not to exceed eight (8) inches in diameter within City of Arlington property being identified as the City of Arlington Sanitary Landfill, City of Arlington, Tarrant County, Texas.

RESOLUTION NO. 16-068

8. 2016 Neighborhood Matching Grants Award
A resolution authorizing the negotiation and execution of contracts with various neighborhood groups and associated fiscal agents relative to the disbursement of Neighborhood Matching Grant funds.

Four individuals registered in support of this proposed resolution.

Funds are available in General Gas Lease Fund Account No. 3095-910102-61002.

RESOLUTION NO. 16-069

9. Program Year 2016 HUD Action Plan for CDBG, HOME, and ESG
Approve four resolutions related to the Program Year 2016 Annual Action Plan
 - a. A resolution authorizing the adoption and submission of the PY2016 Action Plan for the City of Arlington, Texas to the United States Department of Housing and Urban Development, in compliance with federal regulations, authorizing the administration of matters and execution of documents relative to such submission;
 - b. A resolution authorizing the execution of Subrecipient contracts with various local human service organizations relative to the disbursement of Community Development Block Grant funds;
 - c. A resolution authorizing the execution of Community Housing Development Organization contracts with various local housing providers relative to the disbursement of HOME Investment Partnerships Grant funds; and
 - d. A resolution authorizing the execution of Subrecipient contracts with various local homeless service providers relative to the disbursement of Emergency Solutions Grant funds.

RESOLUTION NO. 16-070

RESOLUTION NO. 16-071

RESOLUTION NO. 16-072

RESOLUTION NO. 16-073

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. (CONTINUED) Zoning Case ZA16-1 (2530 Matlock Road - 2530 Matlock Road) Following the public hearing, consider a request to change the zoning of property to Office Commercial (OC) on approximately 2.251 acres zoned Residential Single Family - 7.2 (RS-7.2) and generally located south of Secretary Drive and west of Matlock Road.

ORDINANCE FIRST READING

First reading of an ordinance changing the zoning classification on certain property known as 2530 Matlock Road to Office Commercial (OC) and amending the Zoning District Map accordingly.

The public hearing concerning Zoning Case ZA16-1 (2530 Matlock Road) opened at 7:10 p.m. Jim Parajon, Deputy City Manager, Economic Development/Capital Investment, presented the proposed ordinance. James Keoughan, 501 Stratford Dr., Southlake, 76092, appeared in support of the proposed ordinance.

It was the consensus of the Council to continue this item.

CONTINUED

2. Zoning Case ZA16-3 (Dean Berube - State Farm Insurance - 1215 and 1217 Bell Street) Following the public hearing, consider a request for a change in the zoning of property to Limited Office (LO) on approximately 0.514 acres zoned Residential Estate (RE) and generally located north of Bell Street and east of South Cooper Street.

ORDINANCE FIRST READING

First reading of an ordinance changing the zoning classification on certain property known as 1215 and 1217 Bell Street Limited Office (LO) and amending the Zoning District Map accordingly.

The public hearing concerning Zoning Case ZA16-3 (Dean Berube - State Farm Insurance - 1215 and 1217 Bell Street) opened at 7:15 p.m. Jim Parajon, Deputy City Manager, Economic Development/Capital Investment, presented the proposed ordinance. Dean Berube, 6109 S. Cooper St., #121, 76001 appeared in support of the proposed ordinance. There being no others, the public hearing closed at 7:16 p.m.

PUBLIC HEARING CLOSED

Councilmember S. Capehart made a motion to approve first reading of an ordinance changing the zoning classification on certain property known as 1215 and 1217 Bell Street 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

- 3. Zoning Case PD16-1 (Residential Homes at Legacy Heights - 2418 North Fielder 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 1.02 acres zoned Planned Development (PD) for all Neighborhood Commercial (NC) uses plus convenience store with four gasoline pumps and generally located west of North Fielder Road and south of Northwest Green Oaks Boulevard.

ORDINANCE FIRST READING

First reading of an ordinance changing the zoning classification on certain property known as 2418 North Fielder 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 regarding Zoning Case PD16-1 (Residential Homes at Legacy Heights - 2418 North Fielder Road) opened at 7:17 p.m. Jim Parajon, Deputy City Manager, Economic Development/Capital Investment, presented the proposed ordinance. Jim Maibach, 1703 N. Peyco Dr., 76001 appeared in support of the proposed ordinance. Hernan Monserrate, 2412 N. Fielder Rd., 76012 appeared in opposition of the proposed ordinance. One individual registered in support of the proposed ordinance. There being no others, the public hearing closed at 7:23 p.m.

PUBLIC HEARING CLOSED

Councilmember R. Rivera made a motion to approve first reading of an ordinance changing the zoning classification on certain property known as 2418 North Fielder 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 R. Shepard, the motion carried with the following vote:

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

XII. ANNOUNCEMENTS

XIII. CITIZEN PARTICIPATION

There being no further business, the meeting adjourned at 7:29 p.m.

APPROVED:

W. Jeff Williams, Mayor

ATTEST:

Mary W. Supino, City Secretary



Staff Report

Annual Requirements Contract for Crack Seal Services, Bid Project 16-0071	
City Council Meeting Date: 5-10-16	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to approve an annual requirements contract for crack seal services with Curtco, Inc. through an interlocal cooperative purchasing agreement with the City of Grand Prairie in the estimated amount of \$286,000.

PRIOR BOARD OR COUNCIL ACTION

On December 4, 2007, City Council adopted Resolution 07-738 authorizing the execution of an interlocal agreement with the City of Grand Prairie relative to procurement of goods and services from vendors under current and future contracts.

ANALYSIS

This contract is for crack seal services for the Public Works and Transportation Department. Crack sealing is accomplished by filling surface cracks with rubberized crack sealant to prevent moisture from penetrating into the sub grade and causing pavement failure. This process extends pavement life up to five years. The Public Works and Transportation Department provides a list of streets that are scheduled for crack sealing services each year.

Contract term: May 10, 2016 thru March 31, 2017

FINANCIAL IMPACT

Utilizing the agreement with Curtco, Inc., of Kerrville, Texas, through the interlocal agreement with the City of Grand Prairie was determined to be the most cost-effective method for obtaining the crack seal services in the estimated amount of \$286,000. The projected financial impact for this contract term is as follows:

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
\$130,000	\$156,000	\$0

Funds are budgeted in Contract Street Maintenance Account No. 728501-63132-61480695.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

David Wynn, P.E. Interim Director of Public Works 817-459-6560 David.Wynn@arlingtontx.gov	Will Velasco, CPPB Purchasing Agent 817-459-6302 Will.Velasco@arlingtontx.gov	Mike Finley Director of Finance 817-459-6345 Mike.Finley@arlingtontx.gov
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Staff Report

Annual Requirements Contract for Cleaning, Inspection and Repair of Bunker Gear for the Fire Department, Bid Project 16-0087	
City Council Meeting Date: 05-10-16	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to execute an annual requirements contract for the cleaning, inspection and repair of bunker gear for the Fire Department with Gear Cleaning Solutions through the Collin County Purchasing Cooperative in the estimated amount of \$80,000.

PRIOR BOARD OR COUNCIL ACTION

On January 26, 2010, City Council adopted Resolution 10-028, allowing the City of Arlington to participate in the Collin County Cooperative Purchasing Program.

ANALYSIS

This contract provides for maintenance of the Fire Department's bunker gear, as required by the Texas Commission on Fire Protection, and as specified in National Fire Protection Association Standard 1851. Proper routine maintenance includes cleaning, inspection, and repairs and will ensure that the bunker gear will maintain its unique protective qualities, and will last a maximum life of 10 years from date of manufacture.

Contract Term: May 11, 2016 – April 30, 2017

FINANCIAL IMPACT

Utilizing the contract with Gear Cleaning Solutions of Dallas, Texas, through the Collin County Purchasing Cooperative was determined to be the most cost-effective method for obtaining the cleaning and repair services for bunker gear in the estimated amount of \$80,000. The projected financial impact for this contract term is as follows:

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
\$33,333.33	\$46,666.67	\$0

Funds are budgeted in Fire Department Operational Account No. 220601-63116.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Don Crowson Fire Chief 817-459-5501 Don.Crowson@arlingtontx.gov	Will Velasco, CPPB Purchasing Agent 817-459-6304 Will.Velasco@arlingtontx.gov	Mike Finley Finance Director 817-459-6345 Mike.Finley@arlingtontx.gov
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Staff Report

Annual Requirements Contract for City-Wide Janitorial Services, Bid Project 16-0075	
City Council Meeting Date: 5-10-16	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to execute an annual requirements contract for city-wide janitorial services with Oriental Building Services, Inc. in the estimated amount of \$461,688.96.

PRIOR BOARD OR COUNCIL ACTION

None.

ANALYSIS

In February, 2016, bids were solicited to establish a city-wide janitorial services contract for various municipal buildings. Cleaning services will be provided 5 – 7 days per week based on location, and will include the cleaning of break rooms, restrooms, jail cells, furniture, floors and private offices. The various buildings include:

Airport Terminal & Control Tower	Library Warehouse
Animal Shelter	Municipal Office Tower
Arlington Housing Authority	Northeast Branch Library
Central Express Library	Ott Cribbs Public Safety Building
City Hall	Parks & Recreation Admin. Building
East Branch Library	Pierce-Burch Water Treatment Plant
East Police Station	Police Auxiliary Building
Fire Canine Center	South Police Station
Fire/Police Training Centers	Southeast Branch Library
Fire Prevention Center	Southwest Branch Library
Fire Resources Management	Street Division Offices
Handitran	Water South Service Center
John Kubala Water Treatment Plant	West Police Station
Lake Arlington Branch Library	Woodland West Branch Library

Bid closed:	2:00 p.m., February 25, 2016
Vendors notified through DemandStar:	157
Vendors notified through the Supplier Portal:	224
Bids received:	9
Original contract term:	One year/four one-year renewal options
Current term:	Initial term (June 1, 2016 – May 31, 2017)

In accordance with Local Government Code 252.043, the bid was selected based on best value criteria. An evaluation team comprised of City staff evaluated and scored all responsive bid submittals based on best value criteria regarding the vendor’s operational plan (50 points) and cost (30 points). Upon completion of the evaluation process, Oriental Building Services, Inc. represented the best value for the City.

VENDOR	Operational Plan/ References Maximum (Points 50)	Price Maximum (Points 30)	Total Points	MWBE
Oriental Building Services, Inc. Dallas, Texas	40.9	30	70.90	Yes*
RAS Services, Inc. Dallas, Texas	44.80	25.78	70.58	Yes**
Members Building Maintenance, LLC Dallas, Texas	43.00	23.39	66.39	Yes*
UBM Enterprise, Inc. Dallas, Texas	40.60	23.28	63.88	Yes*
Andrews Building Service, Inc. Dallas, Texas	35.30	21.99	57.29	Yes*
American Facility Services, Inc. Alpharetta, GA	37.40	18.49	55.89	No
Kemp & Sons General Services, Inc. Fort Worth, Texas	30.90	22.32	53.22	Yes***
#CMS Services, LLC Dallas, Texas	-	-	-	-
#CTJ Maintenance Arlington, Texas	-	-	-	-

* Asian ** Hispanic *** Black

Non-Responsive

FINANCIAL IMPACT

Oriental Building Services, Inc. of Dallas, Texas presented the best value contract for the City in the total estimated amount of \$461,688.96. 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
\$153,896.32

FY 2017
\$307,792.64

FY 2018
\$0

Funds are budgeted in Public Works Account No. 350407-61002.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

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Will.Velasco@arlingtontx.gov

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



Staff Report

Renewal of Annual Requirements Contract for Janitorial Services for Parks & Recreation Facilities, Bid Project 13-0112

City Council Meeting Date: 5-10-16

Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to exercise the third of four, one-year renewal options in the contract for janitorial services for parks and recreation facilities with Member's Building Maintenance, LLC in an estimated amount of \$134,607.96.

PRIOR BOARD OR COUNCIL ACTION

On June 4, 2013, City Council approved MO06042013-0015 for an annual requirements contract for janitorial services for parks and recreation facilities with Member's Building Maintenance, LLC of Dallas, Texas in an estimated amount of \$134,607.96.

On May 13, 2014, City Council approved MO05132014-005 exercising the first of four, one-year renewal options in the contract for janitorial services for parks and recreation facilities with Member's Building Maintenance, LLC of Dallas, Texas in an estimated amount of \$134,607.96.

On May 26, 2015, City Council approved MO05262015-004 exercising the second of four, one-year renewal options in the contract for janitorial services for parks and recreation facilities with Member's Building Maintenance, LLC of Dallas, Texas in an estimated amount of \$134,607.96.

ANALYSIS

This contract is for janitorial services for parks and recreation buildings. The services will be provided 5-7 days per week based on location, and will include the cleaning of meeting rooms, break-rooms, restrooms, shower stalls, pool and recreation areas, furniture, floors, and private offices. The parks and recreation buildings include:

- | | |
|----------------------------------|--------------------------------|
| Elzie Odom Recreation Center | Arlington Tennis Center |
| Meadowbrook Recreation Center | Lake Arlington Rental Room |
| Senior Center at Eunice | Bob Duncan Center |
| Hugh Smith Recreation Center | Cliff Nelson Recreation Center |
| Hugh Smith Indoor Pool | Dottie Lynn Recreation Center |
| Senior Nutrition Center-New York | |

Original contract term:	One year/four one-year renewal options
Contract Term:	Third renewal (July 1, 2016 – June 30, 2017)

FINANCIAL IMPACT

The Parks and Recreation department and the Purchasing Division has determined that it is in the City's best interest to renew the contract for an additional term. This contract term is for one year and will be reviewed annually to determine subsequent renewal terms.

In accordance with the bid specifications, the Purchasing Division has received a letter from Members Building Maintenance, LLC of Dallas, Texas requesting the third renewal at the current pricing. The projected financial impact for this contract term is as follows:

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
\$33,651.99	\$100,955.97	\$0

Funds are budgeted in Parks and Recreation Asset Management/Special Services Account No. 502704-61002.

ADDITIONAL INFORMATION

Attached:	None
Under separate cover:	None
Available in the Purchasing office:	Bid file
Form 1295 Notarized:	Yes
MWBE:	Yes – Asian

STAFF CONTACT(S)

Lemuel Randolph, Director Parks and Recreation 817-459-5479 Lemuel.Randolph@arlingtontx.gov	Will Velasco, CPPB Purchasing Agent 817-459-6302 Will.Velasco@arlingtontx.gov	Mike Finley Director of Finance 817-459-6345 Mike.Finley@arlingtontx.gov
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Staff Report

Renewal of Annual Requirements Contract for Tree Trimming Services, Bid Project 14-0137	
City Council Meeting Date: 5-10-16	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to exercise the second of four, one-year renewal options in the contract for tree trimming services with Arbor Master Service, Inc. in the estimated amount of \$350,000.

PRIOR BOARD OR COUNCIL ACTION

On June 24, 2014, City Council approved MO06242014-006 awarding the annual requirements contract for tree trimming services with Arbor Master Service, Inc. in the estimated amount of \$316,725.

On June 16, 2015, City Council approved MO06162015-009 exercising the first of four, one-year renewal options in the contract for tree trimming services with Arbor Master Service, Inc. in the estimated amount of \$350,000.

ANALYSIS

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

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

FINANCIAL IMPACT

The Parks and Recreation 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 specifications, the Purchasing Division has received a letter from Arbor Master Tree Service, Inc. of Grapevine, Texas, requesting the second renewal at the current pricing. The projected financial impact for this contract term is as follows:

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
\$87,500	\$262,500	\$0

Funds are budgeted in various Parks and Recreation Department accounts.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

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



Staff Report

Renewal of Annual Requirements Contract for Sanitary Sewer Covers and Rings, Bid Project 13-0140

City Council Meeting Date: 5-10-16

Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to exercise the third of four, one-year renewal options in the contract for sanitary sewer covers and rings with HD Supply Waterworks in the estimated amount of \$116,525.

PRIOR BOARD OR COUNCIL ACTION

On June 18, 2013, City Council approved MO06182013-013 awarding an annual requirements contract for sanitary sewer covers & rings with HD Supply Waterworks of Richland Hills, Texas in the estimated amount of \$116,525.

On May 13, 2014, City Council approved MO05132014-006 exercising the first of four, one-year renewal options in the contract for sanitary sewer covers & rings with HD Supply Waterworks of Richland Hills, Texas in the estimated amount of \$116,525.

On May 26, 2015, City Council approved MO05262015-003 exercising the second of four, one-year renewal options in the contract for sanitary sewer covers & rings with HD Supply Waterworks of Richland Hills, Texas in the estimated amount of \$116,525.

ANALYSIS

This contract is for sanitary sewer covers and rings for the Arlington Water Utilities department. The sewer covers and rings, commonly known as manhole covers, will be used for new installations and to replace damaged and broken units at inspection and maintenance access openings throughout the City. The sewer covers and rings will be purchased on an as-needed basis.

Original contract term: One year/four one-year renewal options
Current term: Third renewal (July 1, 2016 – June 30, 2017)

FINANCIAL IMPACT

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

In accordance with the bid specifications, the Purchasing Division has received a letter form HD Supply Waterworks of Richland Hills, Texas, requesting the third renewal at the current pricing. The projected financial impact for this contract term is as follows:

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
\$29,131.25	\$87,393.75	\$0

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

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

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Mike.Finley@arlingtontx.gov

Staff Report



Amendment No.1 to the Construction Manager-at-Risk Contract for New Central Library/Community Center; Project No. CMLI14001	
City Council Meeting Date: 05/10/16	Document Being Considered: Minute Order

RECOMMENDATION

Authorize the execution of Amendment No. 1 to the Construction Manager-At-Risk contract with Byrne Construction Services, of Fort Worth, Texas, establishing the Guaranteed Maximum Price (GMP) for the New Central Library and Community Center Facilities construction and associated infrastructure in the amount of \$26,353,944.

PRIOR BOARD OR COUNCIL ACTION

On June 24, 2014, City Council approved Resolution No. 14-163 authorizing the Construction Manager at Risk method of construction to build the new facility for the Central Library and Community Center.

On October 28, 2014, City Council approved Minute Order No. MO10282014-001, authorizing the execution of a Professional Services Contract with Dewberry Architects, Inc., of Dallas, Texas, for the design of a new Central Library and Community Center in an amount not to exceed \$2,478,750.

On October 28, 2014, City Council approved Minute Order No. MO10282014-002, authorizing the execution of a Construction Manager at Risk contract with Byrne Construction Services, of Fort Worth, Texas, for pre-construction and estimating services for a new Central Library, Community Center in an amount not to exceed \$64,380.

ANALYSIS

Byrne Construction Services, of Fort Worth, Texas has reviewed the construction documents prepared by the design team under their contract, and has received bids from sub-contractors and suppliers for the construction phase. Byrne Construction Services has presented a GMP for Phase 2 of their contract in the amount of \$26,353,944. Staff recommends the City Council approve the amendment establishing the GMP for Phase 2 of this project.

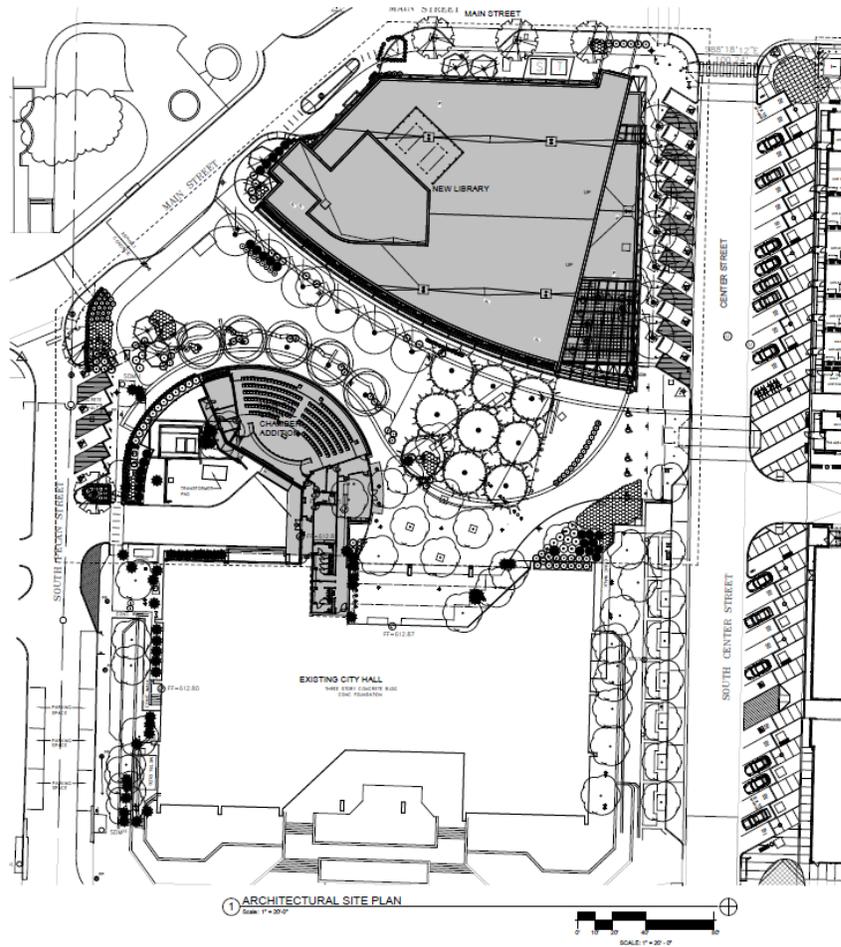
This contract does not include furniture, fixtures and equipment to operate the new facility. An additional estimated \$3 million is needed for such costs which will be covered by funding being raised as part of The Arlington Public Library Foundation's capital campaign for the project. City staff anticipates presenting an amendment to the contract with Byrne Construction Services and other contracts for the expenses related to the furniture, fixtures, and equipment before the new library is complete.

FINANCIAL IMPACT

Funding is available in the following funds:

Costs	Account Number	Amount
Library Facility	968501-68100-89501199	\$ 16,531,834
Library Facility and Plaza	968502-61002-88291199	\$ 5,367,000
Library Facility and Community Building	938502-61002-85000998 190601-63101	\$ 291,010 \$1,596,000
Public Broadcast Space and Technology	890102-68100	\$ 2,400,000
Main Street Repaving	728501-63132	\$ 78,100
Main Street Water Line Replacement	658502-68252-16392205	\$ 90,000
Total funding		\$26,353,944





ADDITIONAL INFORMATION

Attached:
Under separate cover:
Available in the City Secretary's Office:

Exhibit A - Amendment No. 1
None
None

STAFF CONTACT(S)

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Deputy City Manager
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AIA[®]

Document A133™ – 2009 Exhibit A

Guaranteed Maximum Price Amendment

for the following PROJECT:

(Name and address or location)

New Central Library/ Council Chambers/Community Room
101 W. Abram Street
Arlington, Texas 76010

THE OWNER:

(Name, legal status and address)

City of Arlington
P.O Box 90231
Arlington, Texas 76004-3231

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

Mr. Paul Avila, Senior Vice President
Byrne Construction Services
2601 Scott Avenue, Suite 300
Fort Worth, TX 76103

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Twenty-Six Million Three Hundred Fifty-Three Thousand and Nine Hundred Forty-Four Dollars and Zero Cents (\$26,353,944.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide below or reference an attachment.)

Reference Exhibit "B" which shall be incorporated in the contract by reference as if written in its entirety for all purposes.

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

Reference Exhibit "B".

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
Reference Exhibit "B".	

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

Reference Exhibit "B".

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
AIA Document A201-2007	General Conditions of the Contract for Construction	May 07, 2010	Forty Six (46)

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

Reference Exhibit "C" which shall be incorporated in the contract by reference as if written in its entirety for all purposes.

Section	Title	Date	Pages
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§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

Reference Exhibit "D" which shall be incorporated in the contract by reference as if written in its entirety for all purposes.

Number	Title	Date
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§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

Reference Exhibit "E" which shall be incorporated in the contract by reference as if written in its entirety for all purposes.

ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

Reference Exhibit "B".

OWNER (Signature)
 James F. Parajon, FAICP
 Deputy City Manager
 Director of Public Works and Transportation

CONSTRUCTION MANAGER (Signature)
 Paul Avila
 Senior Vice President



May 5, 2016,

Alf Bumgardner, AIA LEED AP
Construction Manager
City of Arlington
101 W. Abram St.
Arlington, Texas 76004

Re: Arlington New Central Library and Council Chamber

Mr. Bumgardner:

Thos. S. Byrne, Ltd. is pleased to submit the following regarding the new Central Library and Council Chamber for the City of Arlington.

In addition to preconstruction services previously agreed upon, the value for added portion of work is to be \$26,353,944.

This shall include scopes per the 100% Construction Documents, as well as agreed upon Cost Value Analysis Options and scope adjustments.

We very much look forward to working with the City of Arlington on this project.

If you have any questions or need additional information, please contact me at 817-335-3394

Sincerely,
Thos. S. Byrne, Ltd.

A handwritten signature in blue ink, appearing to read "Lee Howell", is written over a thin blue horizontal line.

Lee Howell, LEED® AP
Vice President | Chief Estimator
T. S. Byrne Management, Inc. - General Partner

Copy: Matthew Avila, Martin Lehman, Paul Avila, JR Evans, File

ARLINGTON CENTRAL LIBRARY & CITY COUNCIL CHAMBER



March 8, 2016

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- TTG = TTG. (MEP Engineers of Record)
- DAI-S = Dewberry Architects Inc. (Structural Engineer of Record)
- DAI-T = Dewberry Technology. (Technology and Security)
- SRA = Schrickel, Rollins and Associates. (Civil and Landscape Engineers of Record)
- WJHW = Wrightson, Johnson, Haddon & Williams, Inc. (AV and Acoustical Engineers of Record)
- DELTA-T = Delta-T (CxA)
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EQUIPMENT TTG 12
220553 IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT TTG 5
220700 PLUMBING INSULATION TTG 36
220800 COMMISSIONING OF PLUMBING SYSTEMS DELTA-T 4
221114 FACILITY NATURAL GAS PIPING TTG 19
221116 DOMESTIC WATER PIPING TTG 6
221119 DOMESTIC WATER PIPING SPECIALTIES TTG 25
221123.13 DOMESTIC WATER PACKAGED BOOSTER PUMPS TTG 8
221316 SANITARY WASTE PIPING TTG 10
221319 SANITARY WASTE PIPING SPECIALTIES TTG 11
221413 FACILITY STORM DRAIN PIPING TTG 11
221423 STORM DRAINAGE PIPING SPECIALTIES TTG 11
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230513 COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT TTG 3
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230523 GENERAL-DUTY VALVES FOR HVAC PIPING TTG 51
230529 HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT TTG 13
230533 HEAT TRACING FOR HVAC PIPING TTG 6
230548 VIBRATION AND SEISMIC CONTROLS FOR HVAC TTG 4
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235100	BREACHINGS, CHIMNEYS AND STACKS	TTG	12
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262200	LOW-VOLTAGE TRANSFORMERS	TTG	6
262413	SWITCHBOARDS	TTG	12
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264113	LIGHTING PROTECTION FOR STRUCTURES	TTG	3
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Site and Infrastructure Subgroup

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END OF TABLE OF CONTENTS

DOCUMENT 000101 - PROJECT TITLE PAGE

1.1 PROJECT MANUAL OUTLINE

- A. Project Name: Arlington Central Library and City Council Chamber.
- B. Owner: City of Arlington
- C. Project Location: 100 S. Center Street, Arlington, Texas 76010.
- D. Architect Project No.: 50070166.
- E. Architect: Dewberry.
- F. Architect Address: 7557 Rambler Road, Dallas, Texas 75231.
- G. Phone: 469-232-5200
- H. Web Site: www.dewberry.com.
- I. Issued: March 8, 2016
- J. Copyright: 2016 Dewberry. All rights reserved.

END OF DOCUMENT 000101

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DOCUMENT 000107 - SEALS PAGE

1.1 DESIGN PROFESSIONALS OF RECORD

A. Architect:

1. Denelle Wrightson.
2. TX # 11131.
3. Responsible for Divisions 01-49 Sections except where indicated as prepared by other design professionals of record.



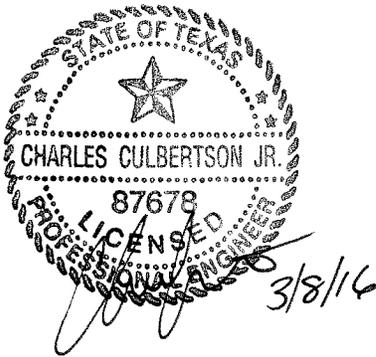
END OF DOCUMENT 000107

DOCUMENT 000107 - SEALS PAGE

1.1 DESIGN PROFESSIONALS OF RECORD

A. Electrical Engineer:

1. Charles Culbertson.
2. P.E. # 87678.
3. Responsible for 260500, 260519, 260526, 260529, 260533, 260536, 260543, 260553, 260573, 260923, 260943, 262200, 262413, 262416, 262726, 262813, 262816, 263100, 264113, 264313, 265100, 283111.



END OF DOCUMENT 000107

DOCUMENT 000107 - SEALS PAGE

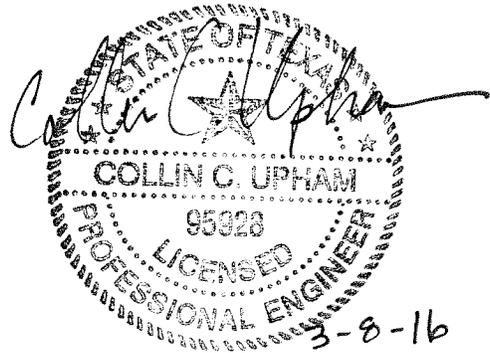
1.1 DESIGN PROFESSIONALS OF RECORD

A. Plumbing Engineer:

1. Collin Upham.
2. P.E. # 95928.
3. Responsible for 210500, 211000, 211100, 220500, 220501, 220516, 220523, 220529, 220553, 220700, 221114, 221116, 221119, 221316, 221319, 224000.

B. HVAC Engineer:

1. Collin Upham.
2. P.E. # 95928.
3. Responsible for 230500, 230513, 230517, 230519, 230523, 230529, 230533, 230548, 230553, 230593, 230700, 230713, 230900, 230993, 232113, 232116, 232123, 232300, 232513, 233113, 233300, 233423, 233600, 233713, 235100, 235216, 236426, 237413, 238130, 238219, 238239.16.



END OF DOCUMENT 000107

DOCUMENT 000107 - SEALS PAGE

1.1 DESIGN PROFESSIONALS OF RECORD

A. Security/I.T:

1. Michael McTavish.
2. Responsible for 270500, 270526, 280500



CITY OF ARLINGTON

Exhibit "C"
03/08/16
CONSTRUCTION SET

LIBRARY AND CITY COUNCIL
CHAMBER

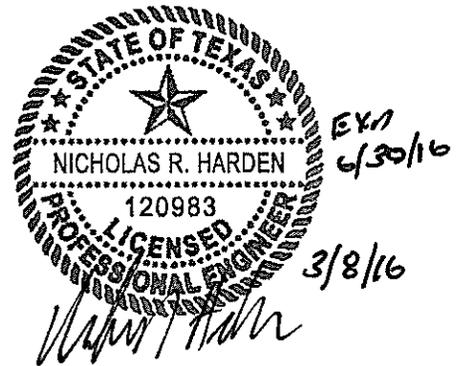
END OF DOCUMENT 000107

DOCUMENT 000107 - SEALS PAGE

1.1 DESIGN PROFESSIONALS OF RECORD

A. Structural Engineer:

1. Nicholas Harden.
2. P.E. # 120983.
3. Firt Registration: Dewberry Architects Inc. F-3762
Responsible for 033000, 051200, 051213, 052100, 053100, 054000, 055000, 055100, 312303, 316329.



END OF DOCUMENT 000107

Arlington Central Library & City Council Chamber

100 S. Center Street
Arlington, Texas 76010

CONSTRUCTION SET

3/8/2016



ARCHITECTURAL

Dewberry Architects
7557 Rambler Road
Suite 670
Dallas, Texas 75231
469.232.5200
469.232.5201 fax

INTERIOR DESIGN

Dewberry Architects
7557 Rambler Road
Suite 670
Dallas, Texas 75231
469.232.5200
469.232.5201 fax

CIVIL

Schricket, Rollins and
Associates, Inc.
1161 Corporate Drive West
Suite 200
Arlington, Texas 76006
817.649.3216
817.649.7645 fax

LANDSCAPE

Schricket, Rollins and
Associates, Inc.
1161 Corporate Drive West
Suite 200
Arlington, Texas 76006
817.649.3216
817.649.7645 fax

STRUCTURAL

Dewberry Architects
7557 Rambler Road
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Dallas, Texas 75231
469.232.5200
469.232.5201 fax

IT & SECURITY

Dewberry Architects
7557 Rambler Road
Suite 670
Dallas, Texas 75231
469.232.5200
469.232.5201 fax

MEP

TTG
14755 Preston Rd.
Suite 845
Dallas, Texas 75254
972.239.6100

AV & ACOUSTICS

Wrightson, Johnson, Haddon &
Williams Inc.
3424 Midcourt Rd
Suite 124
Carrollton, Texas 75006
972.934.3700

BYRNE  **Dewberry**[®]
CONSTRUCTION SERVICES

STANDARD ABBREVIATIONS

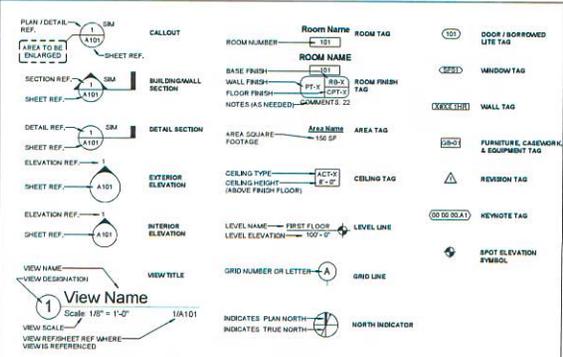
Table of standard abbreviations for architectural drawings, including symbols for doors, windows, furniture, and materials.

STANDARD DRAFTING SYMBOLS



Table of sheet index and library information, including sheet numbers, names, and descriptions for various architectural drawings.

STANDARD DETAILING SYMBOLS



Dewberry Architects
7311 Boulder Road
Suite 610
Dallas, Texas 75231
469.232.5339 Phone
469.232.5339 Fax

City of Arlington, Texas
Arlington Central Library & City Council Chamber
100 S. Cooper Street
Arlington, Texas 76010
CONSTRUCTION SET



KEY PLAN

SCALE
As indicated

Table with 3 columns: No., Description, Date

REVISIONS
DRAWN BY: KR
APPROVED BY: PL
CHECKED BY: DCW
DATE: 3/6/2018

TITLE

INDEX

PROJECT NO. 5007056

G-001

SHEET NO.

ADDENDUM

Arlington Central Library and City Council Chamber

100 S. Center Street
Arlington, Texas 76010

Dewberry # 50070166

ADDENDUM NO. 1

03-25-16

To: Prospective Bidders

This Addendum forms a part of the Contract Documents and modifies the original Construction Documents dated 03-10-16 as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

1.1 REVISIONS TO DRAWINGS

- A. Sheet C-100 re-issued in its entirety.
- B. Sheet C-200 re-issued in its entirety.
- C. Sheet C-202 re-issued in its entirety.
- D. Sheet C-200 re-issued in its entirety.
- E. Sheet C-210 re-issued in its entirety.
- F. Sheet C-300 re-issued in its entirety.
- G. Sheet C-310 re-issued in its entirety.
- H. Sheet L-101 re-issued in its entirety.
- I. Sheet L-200 re-issued in its entirety.
- J. Sheet L-300 re-issued in its entirety.
- K. Sheet L-400 re-issued in its entirety.
- L. Sheet L-401 re-issued in its entirety.
- M. Sheet L-402 re-issued in its entirety.
- N. Sheet L-403 re-issued in its entirety.
- O. Sheet L-404 re-issued in its entirety.
- P. Sheet L-406 re-issued in its entirety.
- Q. Sheet L-407 re-issued in its entirety.

- R. Sheet L-500 re-issued in its entirety.
- S. Sheet L-501 re-issued in its entirety.
- T. Sheet L-503 re-issued in its entirety.
- U. Sheet IR-100 re-issued in its entirety.
- V. Sheet IR-102 re-issued in its entirety.
- W. Sheet A-131 re-issued. Guardrail surrounding green roof area added. Guardrail detailing will match guardrail system at roof garden.
- X. Sheet A-134 re-issued. Guardrail surrounding green roof area added. Portion of stained concrete shown at roof garden door entry. Area of concrete stain (CS-1) located on the floor plan.
- Y. Sheet A-201 re-issued. Guardrail surrounding green roof area added
- Z. Sheet A-621 re-issued. Concrete stain (CS-1) added to design selection summary.

1.2 REVISIONS TO SPECIFICATION SECTIONS

- A. Replace Table of Contents with updated section, attached.
- B. Replace Section 012300 - ALTERNATES with updated section, attached.
- C. Section 096400 – WOOD FLOORING added to the specifications, section attached.
- D. Section 101423.13 – ROOM IDENTIFICATION SIGNAGE added to the specifications, section attached.
- E. Replace Section 230593 – TESTING, ADJUSTING AND BALANCING FOR HVAC with updated section, attached.
 - 1. Section 3.1.A updated to specify Delta-T as the TAB specialist. Others were deleted.
- F. Section 313116 TERMITE CONTROL – added to the specifications, section attached.
- G. Section 321316 –DECORATIVE CONCRETE PAVING added to the specifications, section attached.
- H. Replace Section 322000 MISCELLANEOUS OUTDOOR EQUIPMENT with updated section, attached.

END OF ADDENDUM NO. 1

ADDENDUM

Arlington Central Library and City Council Chamber

100 S. Center Street
Arlington, Texas 76010

Dewberry # 50070166

ADDENDUM NO. 2**04-01-16**

To: Prospective Bidders

This Addendum forms a part of the Contract Documents and modifies the original Construction Documents dated 03-10-16 as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

2.1 REVISIONS TO DRAWINGS – CIVIL AND LANDSCAPE

- A. Sheet C-100 re-issued in its entirety.
- B. Sheet L-501 re-issued in its entirety.
- C. Sheet L-504 re-issued in its entirety.

2.2 REVISIONS TO DRAWINGS – STRUCTURAL

- A. Sheet S-001 – GENERAL NOTES
 - 1. ADD attachment ADD2-S1 to the sheet.
- B. Sheet S-121 – LIBRARY SECOND FLOOR FRAMING PLAN
 - 1. ADD attachment ADD2-S1 to the sheet.
- C. Sheet S-131 – LIBRARY THIRD FLOOR FRAMING PLAN
 - 1. ADD attachment ADD2-S1 to the sheet.
- D. Sheet S-141 – LIBRARY FOURTH FLOOR AND ROOF FRAMING
 - 1. Drawing shall be replaced in its entirety.
- E. Sheet S-151 – LIBRARY PENTHOUSE ROOF
 - 1. ADD attachment ADD2-S1 to the sheet.
- F. Sheet S-201 – STRUCTURAL ELEVATIONS
 - 1. ADD attachment ADD2-S1 to the sheet.
- G. Sheet S-202 – STRUCTURAL ELEVATIONS
 - 1. ADD attachment ADD2-S1 to the sheet.
- H. Sheet S-501 – FRAMING DETAILS
 - 1. ADD attachment ADD2-S1 to the sheet.
- I. Sheet S-502 – FRAMING DETAILS
 - 1. ADD attachment ADD2-S1 to the sheet.

- J. Sheet S-503 – FRAMING DETAILS
 - 1. ADD attachment ADD2-S1 to the sheet.
- K. Sheet S-504 – FRAMING DETAILS
 - 1. Drawing shall be replaced in its entirety.
- L. Sheet S-505 – FRAMING DETAILS
 - 1. Drawing shall be replaced in its entirety.
- M. S-506 – FRAMING DETAILS
 - 1. ADD attachment ADD2-S1 to the sheet.
- N. Sheet S-121C – COUNCIL CHAMBERS LOW ROOF FRAMING PLANS
 - 1. ADD attachment ADD2-S1 to the sheet.
- O. Sheet S-131C – COUNCIL CHAMBERS HIGH ROOF FRAMING PLAN
 - 1. ADD attachment ADD2-S1 to the sheet.
- P. Sheet S-510C – FRAMING DETAILS
 - 1. ADD attachment ADD2-S1 to the sheet.
- Q. Sheet S-511C – FRAMING DETAILS
 - 1. ADD attachment ADD2-S1 to the sheet.

2.3 REVISIONS TO DRAWINGS – ARCHITECTURAL

- A. Sheet G-002 re-issued in its entirety.
 - 1. Provide ½” fire rated gypsum sheathing in lieu of ¾” plywood.
 - 2. Trellis framing keynote revised per revised design.
- B. Sheet G-002C re-issued in its entirety.
 - 1. Provide ½” fire rated gypsum sheathing in lieu of ¾” plywood.
 - 2. Canopy framing keynotes added.
- C. Sheet G-111 re-issued in its entirety.
 - 1. Additional door added to SE corner per City permit review comments.
- D. Sheet A-111 re-issued in its entirety.
 - 1. Notation for UL assemblies added to the sheet.
- E. Sheet A-113 re-issued in its entirety.
 - 1. Light fixture layout revised to match electrical sheet.
- F. Sheet A-113C re-issued in its entirety.
 - 1. Light fixture layout revised to match electrical sheet.
- G. Sheet A-121 re-issued in its entirety.
 - 1. Notation for UL assemblies added to the sheet per City permit review comments.
- H. Sheet A-123 re-issued in its entirety.
 - 1. Light fixture layout revised to match electrical sheet.
- I. Sheet A-131 re-issued in its entirety.
 - 1. Notation for UL assemblies added to the sheet per City permit review comments.
- J. Sheet A-141 re-issued in its entirety.

1. Notation for UL assemblies added to the sheet per City permit review comments.
 2. Trellis framing layout reduced per VE discussions with owner.
- K. Sheet A-152 re-issued in its entirety.
1. Trellis framing layout reduced per VE discussions with owner.
- L. Sheet A-154 re-issued in its entirety.
1. Trellis framing layout reduced per VE discussions with owner.
- M. Sheet A-155 re-issued in its entirety.
1. Trellis framing layout reduced per VE discussions with owner.
- N. Sheet A-171 re-issued in its entirety.
1. Notation for UL assemblies added to the sheet per City permit review comments.
 2. Provide $\frac{1}{2}$ " fire rated gypsum sheathing in lieu of $\frac{3}{4}$ " plywood.
- O. Sheet A-171C re-issued in its entirety.
1. Provide $\frac{1}{2}$ " fire rated gypsum sheathing in lieu of $\frac{3}{4}$ " plywood.
- P. Sheet A-172 re-issued in its entirety.
1. Notation for UL assemblies added to the sheet per City permit review comments.
 2. Provide $\frac{1}{2}$ " fire rated gypsum sheathing in lieu of $\frac{3}{4}$ " plywood.
- Q. Sheet A-172C re-issued in its entirety.
1. Provide $\frac{1}{2}$ " fire rated gypsum sheathing in lieu of $\frac{3}{4}$ " plywood.
- R. Sheet A-173 re-issued in its entirety.
1. Notation for UL assemblies added to the sheet per City permit review comments.
 2. Provide $\frac{1}{2}$ " fire rated gypsum sheathing in lieu of $\frac{3}{4}$ " plywood.
- S. Sheet A-173C re-issued in its entirety.
1. Provide $\frac{1}{2}$ " fire rated gypsum sheathing in lieu of $\frac{3}{4}$ " plywood.
 2. Canopy notations added.
- T. Sheet A-174 re-issued in its entirety.
1. Notation for UL assemblies added to the sheet per City permit review comments.
 2. Provide $\frac{1}{2}$ " fire rated gypsum sheathing in lieu of $\frac{3}{4}$ " plywood.
- U. Sheet A-183 re-issued in its entirety.
1. Notation for UL assemblies added to the sheet per City permit review comments.
 2. Provide $\frac{1}{2}$ " fire rated gypsum sheathing in lieu of $\frac{3}{4}$ " plywood.
- V. Sheet A-184 re-issued in its entirety.
1. Notation for UL assemblies added to the sheet per City permit review comments.
 2. Provide $\frac{1}{2}$ " fire rated gypsum sheathing in lieu of $\frac{3}{4}$ " plywood.
- W. Sheet A-311 re-issued in its entirety.
1. Provide $\frac{1}{2}$ " fire rated gypsum sheathing in lieu of $\frac{3}{4}$ " plywood.
 2. Canopy framing revised.
- X. Sheet A-312 re-issued in its entirety.
1. Provide $\frac{1}{2}$ " fire rated gypsum sheathing in lieu of $\frac{3}{4}$ " plywood.
 2. Canopy framing revised.
- Y. Sheet A-312C re-issued in its entirety.
1. Provide $\frac{1}{2}$ " fire rated gypsum sheathing in lieu of $\frac{3}{4}$ " plywood.

- Z. Sheet A-313 re-issued in its entirety.
 - 1. Provide ½" fire rated gypsum sheathing in lieu of ¾" plywood.
 - 2. Canopy framing revised.

- AA. Sheet A-313C re-issued in its entirety.
 - 1. Provide ½" fire rated gypsum sheathing in lieu of ¾" plywood.

- BB. Sheet A-314 re-issued in its entirety.
 - 1. Provide ½" fire rated gypsum sheathing in lieu of ¾" plywood.
 - 2. Canopy framing revised.

- CC. Sheet A-314C re-issued in its entirety.
 - 1. Provide ½" fire rated gypsum sheathing in lieu of ¾" plywood.

- DD. Sheet A-315 re-issued in its entirety.
 - 1. Provide ½" fire rated gypsum sheathing in lieu of ¾" plywood.
 - 2. Canopy framing revised.

- EE. Sheet A-316 re-issued in its entirety.
 - 1. Provide ½" fire rated gypsum sheathing in lieu of ¾" plywood.
 - 2. Canopy framing revised.

- FF. Sheet A-317 re-issued in its entirety.
 - 1. Notation for UL assemblies added to the sheet per City permit review comments.
 - 2. Provide ½" fire rated gypsum sheathing in lieu of ¾" plywood.

- GG. Sheet A-321C re-issued in its entirety.
 - 1. Provide ½" fire rated gypsum sheathing in lieu of ¾" plywood.

- HH. Sheet A-322 re-issued in its entirety.
 - 1. Notation for UL assemblies added to the sheet per City permit review comments.
 - 2. Provide ½" fire rated gypsum sheathing in lieu of ¾" plywood.

- II. Sheet A-322C re-issued in its entirety.
 - 1. Provide ½" fire rated gypsum sheathing in lieu of ¾" plywood.

- JJ. Sheet A-323 re-issued in its entirety.
 - 1. Notation for UL assemblies added to the sheet per City permit review comments.
 - 2. Provide ½" fire rated gypsum sheathing in lieu of ¾" plywood.
 - 3. Canopy framing revised.

- KK. Sheet A-323C re-issued in its entirety.
 - 1. Provide ½" fire rated gypsum sheathing in lieu of ¾" plywood.
 - 2. Canopy framing revised.

- LL. Sheet A-324 re-issued in its entirety.
 - 1. Notation for UL assemblies added to the sheet per City permit review comments.
 - 2. Provide ½" fire rated gypsum sheathing in lieu of ¾" plywood.
 - 3. Canopy framing revised.

- MM. Sheet A-324C re-issued in its entirety.
 - 1. Provide ½" fire rated gypsum sheathing in lieu of ¾" plywood.

- NN. Sheet A-601 re-issued in its entirety.
 - 1. Door 101H added to the schedule.



- OO. Sheet A-614 re-issued in its entirety.
 - 1. Exterior curtain wall frame EX19 revised.

- PP. Sheet A-632 re-issued in its entirety.
 - 1. Notation for UL assemblies added to the sheet per City permit review comments.

2.4 REVISIONS TO DRAWINGS – MEP

Sheet M403

- 1. Detail added on boiler flue and vent pipes. Sizes increased from 6” to 8”.
- 2. CO detector for boiler shutdown added.

Sheet M404

- 1. Locations of boiler flue and intake indicated.
- 2. Additional detail for chimney flue added.

Sheet E401

- 1. Lighting updates to coordinate with architectural RCP.

Sheet E402

- 1. Lighting updates to coordinate with architectural RCP.

Sheet E403

- 1. Lighting updates to coordinate with architectural RCP.

Sheet P002

- 1. Revised Booster pump schedule so that the information in the columns matched what was in the description.
- 2. Revised Water Heater model number.

Sheet P101

- 1. Added sample well detail to this sheets
- 2. Indicated securing ring detail to sample well detail per city requirements.

Sheet P102

- 1. Added city required inlet and outlet detail connections for the sand/oil separator.

Sheet P404

- 1. Location for concentric vent to roof indicated.

2.5 REVISIONS TO SPECIFICATIONS

- A. Replace Table of Contents with updated section, attached.
 - 1. Section 105300 EXTRUDED ALUMINUM CANOPIES added.
- B. Section 105300 – EXTRUDED ALUMINUM CANOPIES added to the specifications, section attached.
- C. Section 03 3000 – Cast-In-Place Concrete
 - 1. ADD Part 2, Section 2.06 A 1 g “Tex-Trude, LP; Xtreme Vapor Barrier 15 mil”.
- D. Section 05 1200 – Structural Steel
 - 1. DELETE Part 1, Section 1.06 B in its entirety and REPLACE with, “Installer Qualifications: Engage an experienced Installer who has completed structural steel work similar in material,



design, and extent to that indicated for this Project and with a record of successful in-service performance.”

- E. Section 05 1213 – Architecturally Exposed Structural Steel Framing
 - 1. DELETE Part 1, Section 1.4 B in its entirety and REPLACE with, “Installer Qualifications: Engage an experienced Installer who has completed structural steel work similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.”
- F. Published UL Assembly Details issued as a separate PDF for contractor reference. These were required as part of the permit set re-submittal.

END OF ADDENDUM NO. 2

ADDENDUM

Arlington Central Library and City Council Chamber

100 S. Center Street
Arlington, Texas 76010

Dewberry # 50070166

ADDENDUM NO. 3**04-06-16**

To: Prospective Bidders

This Addendum forms a part of the Contract Documents and modifies the original Construction Documents dated 03-10-16 as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

3.1 REVISIONS TO DRAWINGS – ARCHITECTURAL

1. Sheet A-113 reissued in its entirety.
 - a. Light fixture layout/quantities over Discovery Wall revised.

2. Sheet A-114 reissued in its entirety.
 - a. Room Finish Note Schedule revised.
 - b. Accent wall paint color selections revised.

3. Sheet A-124 reissued in its entirety.
 - a. Accent wall paint color selections revised.

4. Sheet A-411 reissued in its entirety.
 - a. Modular Arts wall panels shown for clarity.
 - b. Tackable panels eliminated from Call-In 127, west wall.

5. Sheet AG-201 reissued in its entirety.
 - a. Detail 8/AG-201 revised per RFI response.

6. Sheet AG-601 reissued in its entirety.
 - a. Notations for Meeting Room lettering revised.

3.2 REVISIONS TO DRAWINGS – MEP

1. Sheet M401
 - a. All enclosed rooms located on sheet M401 that are supplied by fan powered or variable air volume terminal units shall be provided with return air transfer duct/boots above ceiling level. Refer to detail 09 on sheet M101. Almost all rooms in the project have walls that extend to deck, and therefore transfer ducts are required to allow for an air path back to the central return when doors are closed. The rule for the size of the return transfer ducts shall be as follows:
 - i. Room Supplied CFM Return/Transfer Duct Free Area Size(inches)

ii. 0-200	8x8
iii. 201-360	10x10
iv. 361-600	12x12
v. 601-850	12x16
vi. 851-1100	12x20

2. Sheet M402

- a. All enclosed rooms located on sheet M402 that are supplied by fan powered or variable air volume terminal units shall be provided with return air transfer duct/boots above ceiling level. Refer to detail 09 on sheet M101. Almost all rooms in the project have walls that extend to deck, and therefore transfer ducts are required to allow for an air path back to the central return when doors are closed. The rule for the size of the return transfer ducts shall be as follows:

i. <u>Room Supplied CFM</u>	<u>Return/Transfer Duct Free Area Size(inches)</u>
ii. 0-200	8x8
iii. 201-360	10x10
iv. 361-600	12x12
v. 601-850	12x16
vi. 851-1100	12x20

3. Sheet M403

- a. All enclosed rooms located on sheet M403 that are supplied by fan powered or variable air volume terminal units shall be provided with return air transfer duct/boots above ceiling level. Refer to detail 09 on sheet M101. Almost all rooms in the project have walls that extend to deck, and therefore transfer ducts are required to allow for an air path back to the central return when doors are closed. The rule for the size of the return transfer ducts shall be as follows:

i. <u>Room Supplied CFM</u>	<u>Return/Transfer Duct Free Area Size(inches)</u>
ii. 0-200	8x8
iii. 201-360	10x10
iv. 361-600	12x12
v. 601-850	12x16
vi. 851-1100	12x20

3.3 REVISIONS TO DRAWINGS – AV

1. Drawing AV-601 detail 2, power amplifier driving the Conference Room SP's should be indicated as a PA Type 4.

3.4 REVISIONS TO SPECIFICATIONS

- A. Replace Section 064216 - FLUSH WOOD PANELING with updated section, attached.
- B. Replace Section 081416 – FLUSH WOOD DOORS with updated section, attached.
- C. Section 126100 – FIXED AUDIENCE SEATING revised as follows:
1. Paragraph 2.2.A.3: Full scale fire testing will not be required for this project.
- D. Section 274116 – AUDIO/VIDEO EQUIPMENT revised as follows:
1. Paragraph 2.5.A.9.a - correct model number is XMV8140-D.
 2. Paragraph 2.5.E.4.a – current model number is MPA-152 Plus.
 3. Paragraph 2.11.B.10 – line to read “Acceptable product to include the following as required”.
 4. Paragraph 2.11.C.11.a – add the following “Crestron DMPS3-4K-150-C with Stewart Audio DSP100-1-CV”.



END OF ADDENDUM NO. 3



Staff Report

Light Up Arlington Fireworks

City Council Meeting Date: 05-10-16

Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to execute a contract with Pyrotex Inc. of Leonard, Texas, for services to provide a firework show at Light Up Arlington located at City Hall and Founders Plaza in the amount of \$26,000.00. Funding is available in Parks and Recreation Special Account No. 121201-125042-61002 and is fully offset by sponsorships.

PRIOR BOARD OR COUNCIL ACTION

On May 12, 2015, City Council approved MO05122015-002 awarding a contract with Pyrotex Inc. of Leonard, Texas, for services to provide a firework show at Light Up Arlington for the amount of \$26,000.

On May 27, 2014, City Council approved MO05272014-002 awarding a contract with Pyrotex Inc. of Leonard, Texas, for services to provide a firework show at Light Up Arlington for the amount of \$26,000.

ANALYSIS

Each year, the Parks and Recreation Department raises approximately \$80,000 to support the operating expenses to host Light Up Arlington. Grants and sponsorship funding help offset items such as but not limited to, marketing, entertainment, supplies, police security and fireworks.

This year the fireworks show is scheduled to cost \$26,000. The show is designed to be very similar to the 2014 and 2015 show. The show will again be conducted from the roof as well as the north side of City Hall.

It is anticipated that the location and costs of the firework display in 2017 will likely change with expanding downtown construction and development activities.

FINANCIAL IMPACT

This project will be funded from Park and Recreation Special Event Account No. 121201-125042-61002. This event is funded through sponsorships and program fees, therefore no General Fund support will be required.

FY2016
\$26,000

FY2017
\$0

FY2018
\$0

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

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Gary Packan
Assistant Director of Parks and Recreation
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Firework Display Agreement

This Agreement is entered into on the date set forth below by and between Pyrotex, Inc., hereinafter referred to as "Pyrotex" and City of Arlington, hereinafter referred to as "Client". For and in consideration of the covenants by and between the parties hereinafter set forth the parties do hereby agree as follows:

1. Pyrotex shall produce a firework display for the Client, hereinafter referred to as "Display", which will be fired from the roof of City Hall at 101 W. Abram, in Arlington, Texas. The Display will be fired on July 3, 2016 at approximately 9:30 PM. Pyrotex shall produce the Display as a service to the Client. Pyrotex shall provide the materials, equipment, labor, permits, and insurance as required by law and/or deemed necessary by Pyrotex for the successful completion of the Display. Pyrotex shall not sub-contract any portion of this contract to third parties.

2. Client has elected to forego an alternate date for their Display.

Client has elected to set an alternate Display date of Alternate Date. The display location may not be changed. The alternate date must be within 180 days of the Display date, and may not include July 4th. Client agrees to pay an additional fee equal to twenty percent (20%) of the total Display cost listed below to cover additional labor, permit and equipment fees. The balance listed below is due on the original Display date. The additional fee is due on the alternate date.

3. Client agrees, at its own expense, to provide Pyrotex with a suitable site to stage the Display. The firing site and fallout area must be level, clear of any and all people, vehicles, structures and hazardous materials from the time Pyrotex arrives to install the Display until Pyrotex completes the load-out process. Once explosives are on-site, no one but the Pyrotex crew and law enforcement may enter the fall-out area. Failure to comply by the Client will result in cancellation of the Display. Client is responsible for all clean-up of paper debris with in the fallout area after the display.

4. The firing site must be acceptable to Pyrotex and the local authority having jurisdiction, to accommodate the normal firing and fallout of debris from the Display. Client shall be responsible for mowing and raking any grass or brush within the fallout area to a height of three inches (3") or less. Client shall allow sufficient time and access to Pyrotex to safely set up the Display on site. Failure to provide a viable firing site by the day before the Display date shall constitute breach of this Agreement and cancellation of the Display without refund of the deposit.

5. Client agrees, at its own expense, to provide suitable security adequate to prevent any access to the Display site by members of the general public or persons not specifically approved by Pyrotex. Temporary barricades, fencing and/or a red tape line reading "Danger - Do Not Enter" must be used to enclose the Display site. Additional large signs reading "Danger - Do Not Enter" must be placed at normal points of entry into the firing site.

6. A minimum of four uniformed police are required to secure the firing site and fallout area from 3:00 PM to 11:30 PM. To the extent allowed by law, any claim arising from injury to unauthorized persons or damages to property left in the Display area are the sole responsibility of the Client. To the extent allowed by law, Client agrees to hold Pyrotex harmless from any such claim.

7. Pyrotex agrees to indemnify, defend and hold Client harmless from all claims and suits made against Client in conjunction with the Display. Pyrotex agrees to provide liability insurance coverage in the amount of \$5,000,000.00 for bodily injury and property damage, \$5,000,000.00 in automobile liability, plus worker's compensation insurance for all its employees. This indemnity and insurance covers the operations of Pyrotex only and does not extend to any other aspect of the event at which this Display shall be held. Pyrotex shall list Client and City of Arlington as an additional insured on all required policies, and provide a Waiver of Subrogation for the benefit of Client and the City.

8. Pyrotex shall not fire the Display if the local wind speed exceeds twenty miles per hour sustained; if so instructed not to by the local authority having jurisdiction; or, if the unplanned proximity of people or property should enter the Display site and fallout area. Pyrotex shall attempt to fire the Display at such a time as conditions warrant a safe Display. There shall be no refund for effects not fired after arrival on Display site by Pyrotex if the Display is cancelled.

9. Client shall have the option to cancel the Display at any time. If Client cancels the event any time before the Display date, Client agrees to pay to Pyrotex as liquidated damages, 50% of the Display price. If the Display is canceled on the Display date, for any reason including a Burn Ban or inclement weather, including rain, tornado, flooding or high winds prior to arrival on Display site, Client agrees to pay to Pyrotex as liquidated damages, 75% of the Display. If the Display is canceled, for any reason, once it is installed at the Display site, The Client shall forfeit 100% of the Display cost, and full payment shall be due immediately to Pyrotex.

10. This contract shall be governed by the laws of the State of Texas. Should such action be brought to enforce or interpret the terms or provisions of this Agreement, each party shall bear its own attorney fees and costs. Pyrotex is a Texas corporation. Pyrotex federal ID number is 75-1979109. Nothing in this Agreement shall be construed as forming a partnership, joint venture, agency or any form of legal relationship, other than contractual, between Pyrotex and the Client. Neither party shall be held responsible for any Agreements or obligations not expressly provided for herein and shall be severally responsible for their own separate debts and obligations.

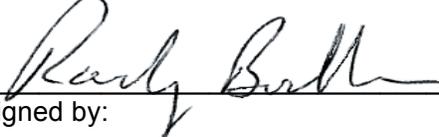
11. Client agrees that in the event Pyrotex breaches this Agreement or is otherwise negligent in performing the Display provided for herein, Client shall not be entitled to recover monetary damages from Pyrotex beyond the amount Client agreed to pay Pyrotex under this Agreement. Client shall not, under any circumstances, be entitled to recover any consequential damages from Pyrotex. This Agreement shall be binding on the parties and on their heirs, executors, administrators, successors and assigns.

12. Pyrotex shall produce the Display for \$26,000.00. It is agreed that the Client shall pay Pyrotex the amount of \$13,000.00 as a non-refundable deposit with the signed Agreement. This Agreement is not valid until receipt of the deposit and signed Agreement. The balance of \$13,000.00, plus any additional expenses incurred at the Client's request, shall be paid to Pyrotex on July 3, 2016. Any dishonored payment shall constitute breach of this Agreement.

Client

Pyrotex, Inc.

Signed by:



Signed by:

January 7, 2016

Date:

Date:

Staff Report



Construction Contract for Miracle Field Turf Replacement	
Project No. PKPL-16001	

City Council Meeting Date: 05/10/2016	Action Being Considered: Minute Order
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RECOMMENDATION

Authorize the City Manager or his designee to execute a construction contract with Gibson Oilfield/dba Gibson Earthworks of Granbury, Texas for construction of Miracle League Field Turf Replacement at Randol Mill Park in the amount of \$140,682.30. Funding is available in Parks and Recreation Bond Account No. 508503-68101-53550599.

PRIOR BOARD OR COUNCIL ACTION

None

ANALYSIS

The Miracle League of DFW is a non-profit organization that offers baseball programs to children and young adults with a wide range of physical disabilities. The organization has been conducting leagues at Randol Mill Park for the past nine years. During this time the existing surface has begun to deteriorate due to usage and the asphalt base is heaving in several areas.

The replacement of the field surface will be conducted in two phases. This phase of work involves the removal of the existing turf surfacing and the asphalt sub-base material. Once removed a new concrete sub-base will be constructed to provide a more permanent and stable foundation for a new play surface to be applied.

The second phase of work will involve the installation of a recycled rubber surface material known as Pebbleflex. This product will provide a smooth, safe, and durable surface that will meet the requirements outlined by the Miracle League. This will be a separate purchase through the H-GAC Cooperative Purchasing in the amount of \$151,147.25.

The new concrete sub-base and Pebbleflex surface material will provide for a more permanent and sustainable solution for a renewed playing surface for park patrons.

On April 14, 2016, four bids were received for this project. The low bidder was Gibson Earthworks of Granbury, Texas with a bid of \$140,682.30.

Date of Bid:	April 14, 2016
Number of Bids Received:	4
Number of Bids from Arlington Firms:	0
Bidder Prequalification:	No
Project Estimate:	\$125,000
Range of Bids:	\$140,682.30 – \$202,291.86
Recommended Low Bidder:	Gibson Earthworks
Contract time:	45 calendar days

Vendor	Total	MWBE
Gibson Earthworks	\$140,682.30	Yes - HI
Reyes Group	\$198,873.00	No
I.S. Construction Inc.	\$198,877.00	Yes - WO
North Rock Construction	\$202,291.86	No

*WO – Woman Owned

*HI – Hispanic Owned

FINANCIAL IMPACT

Gibson Earthworks is the recommended low bidder in the amount of \$140,682.30. Funding is available in Parks and Recreation Bond Account No. 508503-68101-53550599. There will be no anticipated annual General fund maintenance impact for this project.

	<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
Construction			
Construction	\$140,682.30	\$0	\$0
Annual Maintenance	\$0	\$0	\$0

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

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De'Onna Garner
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Staff Report



Engineering Services Contract for 2014 Residential Street Rebuilds (Phase IV); Project No. PWST16002

City Council Meeting Date: 5/10/16 | Action Being Considered: Minute Order

RECOMMENDATION

Authorizing the City Manager or his designee to execute an Engineering Services Contract with Westra Consultants, LLC, of Arlington, Texas, for the design of the 2014 Residential Street Rebuilds, Phase IV, in an amount not to exceed \$175,960.

PRIOR BOARD OR COUNCIL ACTION

On November 17, 2008, City Council passed Resolution No. 08-425 approving the canvassing of election returns and declaring election results in the special election held on November 4, 2008 in the City of Arlington for the purpose of approval of the issuance of general obligation bonds.

On February 23, 2016, City Council passed Resolution No. 16-032 adopting the Capital Budget for the City of Arlington for Fiscal Year 2016, beginning October 1, 2015 and ending September 30, 2016.

ANALYSIS

The 2016 Capital Budget included \$10,000,000 for design and reconstruction of existing residential streets from the 2008 Bond Election. The following streets have been identified for the 2014 Residential Street Rebuild, Phase IV:

Concrete Street Rebuild

Carswell Drive (Center Street to Collins Street)
Connally Drive (Center Street to Forrestal Drive)

Concrete Street Rebuild and Sanitary Sewer Line Renewal

Glynn Oaks Drive (Meadow Lane to Collins Street)

Ponding Location

1933 Overbrook Drive

In February 2013, City Council approved a new "Do Worst First" street condition philosophy through which to prioritize residential street reconstruction projects. One of the fundamental elements of this philosophy is to address first the streets that have an Overall Condition Index (OCI) below 50, referred to as "red" streets since they show significant failure. All the streets listed above have an OCI below 50. These streets account for approximately **1.10** lane-miles of "red" streets.

FINANCIAL IMPACT

Funding is available in the following accounts:

Street Bond Fund Account No. 358504-65830698-61043	\$166,600
Sanitary Sewer Bond Fund Account No. 648502-61002-17968204	\$9,360

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
\$150,000	\$25,960	\$0

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

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Walter J. Pishkur
Director of Water Utilities
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THE STATE OF TEXAS §

ENGINEERING SERVICES CONTRACT

COUNTY OF TARRANT §

THIS CONTRACT is made and entered into this 10th day of May, 2016, by and between the City of Arlington, Tarrant County, Texas, a municipal corporation, hereinafter called "City" and Westra Consultants, LLC, hereinafter called "Engineer," whose address is 1601 East Lamar Blvd, Suite 116, Arlington, TX 76011.

WITNESSETH:

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

I.

Employment of Engineer

Engineer will perform all services under this contract to the prevailing engineering professional standards consistent with the level of care and skill ordinarily exercised by members of the engineering profession, both public and private, currently practicing in the same locality under similar conditions, including reasonable, informed judgments and prompt, timely action. If Engineer is representing that he/she has special expertise in one or more areas to be utilized in this contract, then Engineer agrees to perform those special expertise services to the appropriate local, regional or national professional engineering standards. Engineer will provide services necessary for the construction of improvements to City's infrastructure, the location and extent of which is as follows:

2014 RESIDENTIAL STREET REBUILDS, PHASE 4

Concrete Street Rebuild

Carswell Terrace (Center Street to Collins Street)
Connally Terrace (Center Street to Forrestal Drive)

Concrete Street Rebuild with Sanitary Sewer Renewal

Glynn Oaks Drive (Meadow Lane to Collins Street)

Ponding Rehabilitation

1933 Overbrook Drive

City of Arlington Project No. PWST16002, being located within the City of Arlington, Tarrant County, Texas, and hereinafter referred to as the "Project." The services to be performed by Engineer under this Contract include but are not limited to the services described in attached Scope of Services/Attachment "A" which is attached and referenced herein as if written word for word.

II.
Compensation to Engineer

- A. City agrees to pay to Engineer for all services outlined in Section III, a base design fee in an amount not to exceed \$ 141,600.00. The following services are not included in this base fee:
1. Services required by Section III.A., Additional Services, for which cost is set out in III.A.
 2. Work necessary to perform the design field survey as described in III.B., Field Survey Work, for which cost is set out in II.B.
 3. Preparation of right-of-way and/or easement acquisition data as described by Section III.F., Right-of-Way Determination, is not applicable on this Project. However, if the City determines that right-of-way and/or easement acquisition data is required, cost is set out in II.C.
 4. Work necessary to design the sanitary sewer improvements as described by Section III.G., for which cost is set out in II.E.
- B. All costs associated with performing the design field survey as outlined in III.B. shall be paid to Engineer by City in an amount not to exceed \$ 21,400.00.
- C. If the City determines the need for right-of-way/easement parcels, all costs associated with right-of-way acquisition data, as outlined in III.F., shall be paid to Engineer by City on an hourly fee basis as shown in Attachment "A". Attachment "A" is hereby incorporated within this contract as if written word for word. In no case shall more than seventy-five percent (75%) of this amount be paid until all right-of-way acquisition data is accepted by City.
- D. Direct expenses shall include subcontract charges for surveying, contract labor, computer time, printing, reproduction expense, communication expense, travel, transportation, and subsistence out of Tarrant and Dallas Counties directly related to the work. Direct costs shall not exceed the rates indicated in Attachment "A." Attachment "A" is hereby incorporated within this contract as if written word for word and shall contain the result of the rates for direct costs multiplied by the factor of 1.1. Evidence of cost incurred for direct expenses shall be submitted with each billing and shall not exceed a total amount of \$ 3,600.00.
- E. All costs associated with design of the sanitary sewer improvements, as outlined in III.G., shall be paid to Engineer by City on an hourly fee basis as shown on Attachment "A" in an amount not to exceed \$ 9,360.00.
- F. Written request for payment for services rendered by Engineer may be made on a monthly basis. City will pay to the Engineer as follows:

1. An amount not to exceed the amount set out in II.B until satisfactory completion of the design survey as set forth herein.
2. Conceptual design plans are not required for this Project; therefore no payment is required.
3. An amount not to exceed eighty-five percent (85%) of the base design fee until satisfactory completion of the preliminary construction plans.
4. An amount not to exceed ninety-five percent (95%) of the base design fee until satisfactory completion of the final construction plans and specifications.
5. An amount equal to five percent (5%) shall be retained until such time as City requests and receives one (1) set of reproducibles of the final design construction plans and other documents described herein.
6. No interest shall accrue for late payments. CITY shall not be required to pay any amount in excess of the original amount unless CITY shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts. If at any time it becomes evident that the cost estimates provided to CITY will not be sufficient to complete the authorized work, Engineer will immediately notify CITY in writing of said fact.

III.

Services

- A. Additional Services – No additional services are required with this Project. However, should the City request for additional services, the fee shall be on an hourly basis, as shown in Attachment "A". In no case shall more than seventy-five percent (75%) of the agreed amounts be paid until such services are accepted by City.
- B. Field Survey Work - Engineer shall furnish a survey field party to collect all field information necessary to prepare complete and detailed plans, specifications, and contract documents consistent with prevailing engineering standards. This field information shall be based on NAD-83 or the latest version of the City's GPS Monument Manual located on Public Works & Transportation web page. Before the survey party is engaged in surveying on private property, City shall send letters to all adjacent property owners and other affected property owners notifying them of the survey party's intent to survey on private property. Engineer shall provide City with the legal description and address of the affected property(s). Permission to survey on private property shall be obtained from the property owners before surveying commences. The letter of permission will include permission for Engineer to set iron pins and control monuments for future right-of-way and/or easements to be acquired by City at a later date. Engineer shall direct the field party in the following:

1. Establishing the proposed centerline or a suitable reference base line on the ground as required by City.
2. Making complete and accurate cross-section field notes.
3. Making a complete topographic survey of all existing features above and below ground level that would or could affect proposed construction. These features shall include, but are not limited to, telephone poles, power poles, all other utilities or other structures located on or above or below the surface, fences, retaining walls, water meters, detector check valves, manholes, vaults, sprinkler heads, structures, culverts, pipes and all other facilities in close proximity to the construction. Also, all buildings, trees, steps, and other topographical features which would be of interest to the property owner in discussing the plans with City engineers must be shown accurately and drawn to scale. Engineer shall also show street numbers for all existing houses and structures.
4. Determining horizontal and vertical location of all underground utilities or other underground structures based upon information obtained in accordance with Section III where they cross any part of the proposed storm drainage system or street system or may affect the proposed Project. The Engineer shall not be responsible for the cost of exposing these utilities or repairing damage caused by such exposure unless due to omission or other negligence by Engineer.
5. Making of all surveys necessary to determine limits of any existing right-of-way.

C. General Requirements

1. Each time Engineer submits plans and specifications to City, eight (8) copies (four {4} full size {22"x34"}, four {4} half scaled {11x17}) and a .pdf of each shall be submitted to the Department of Public Works and Transportation. These shall be reviewed and checked by City and returned to Engineer for corrections. When the corrected copies of the plans and specifications are returned to City, the original and reviewed hard copies of the plans and specifications shall also be returned to City. All plans, specifications, documents, provisions, attachments, and correspondence provided in accordance with this contract shall be dated. The City will supply plans for Project to other parties, including, but not limited to franchised utilities, other City of Arlington departments, pipeline companies, railroad companies, TxDOT, or any other entity which has facilities within or adjacent to the Project.
2. Specific design requirements shall be obtained from the City of Arlington *Design Criteria Manual*. Landscaping materials shall be in accordance with the latest approved plant list posted by the Parks and Recreation Department. Irrigation shall be in accordance with the latest ordinances.

3. Each set of plans shall be stamped "Review," and each sheet of the plans shall be signed and dated with license number noted by Engineer until approval of the final design construction plans by City, whereupon the word "Review" shall be omitted and the plans shall be stamped "Final" on the cover sheet. Each sheet of the final plans shall include the Engineer's seal, signature and date.
 4. City will coordinate with the utility companies, including, but not limited to franchised utilities, other City of Arlington departments, pipeline companies, railroad companies, TxDOT, or any other entity which has facilities within or adjacent to the Project. Coordination shall include any and all exposure, removal, relocation and any proposed improvements necessary for implementation of Project. Engineer shall attend utility coordination meeting(s) for Project, as requested by the City. Engineer shall indicate on the final plans all existing utilities and proposed improvements both on plan and profile sheets.
 5. Engineer shall accompany City representatives on Project observation visits prior to commencing design of Project and prior to final design of Project.
 6. Upon completion of the final design construction plans, special provisions and specifications, and contract documents, Engineer shall submit a letter of notification to City stating completion of design of Project.
 7. Review by City does not relieve Engineer of responsibility to prepare construction plans and specifications in accordance with prevailing engineering standards.
 8. Engineer shall attend the pre-bid meeting and assist with inquiries pertaining to the final design of Project.
- D. Conceptual Design Plans - Not required on this Project.
- E. Preliminary Design Construction Plans - At such time as Engineer is directed by City, Engineer shall prepare preliminary plans, including a title sheet, quantity sheets, and details. The requirements for preliminary plans are included in the City of Arlington *Design Criteria Manual*.
- F. Right-of-Way/Easement Determination – In conformance with City standards, Engineer shall survey, render field notes, and individual parcel exhibits for any additional right-of-way and/or easements, including temporary construction easements, needed. Engineer shall also set control points, which shall be based on NAD-83 and the latest version of the City's GPS Monument Manual (located on Public Works & Transportation web page), approximately every 600 feet on both sides of the road. Before setting the control points, Engineer shall obtain approved sketches and specifications from City for the placing of control points. The requirements for right-of-way and easement submission are included in the City of Arlington *Design Criteria Manual*. The required items are necessary for the acquisition of right-of-way required to construct Project. This information shall be required prior to acceptance of final construction plans.

Upon notification by City of acceptance of the right-of-way plans, exhibits and instruments, and as directed by City, Engineer's surveyor shall set all corners and points of curvature for the proposed right-of-way and/or easements and submit final sealed plans and exhibits.

- G. Sanitary Sewer Design – Engineer shall provide the sanitary sewer design with the plans. The water and sanitary sewer design requirements are included in the City of Arlington *Design Criteria Manual*.
- H. Final Design Construction Plans - Upon acceptance of preliminary plans by the City, the Engineer shall prepare final plans. Final plans shall be consistent with previous sections and shall include:
 - 1. Right-of-way plans and documents if applicable
 - 2. Construction plans.
 - 3. Bid proposal.
 - 4. Special specifications as required.
- I. Miscellaneous Requirements - Engineer shall furnish, upon request by City electronic files in .pdf format (one formatted to 34”x22” full scaled and one formatted to 11”x17” half scaled) of the "Final" approved, sealed and dated plans. If electronic files are not feasible, City may accept one (1) set of film reproducibles. Engineer shall also submit an electronic file of the “Final” drawings in .dwg format.

In performing the services outlined above, Engineer will protect City to the extent reasonably possible against defects and deficiencies in the work of contractors. Engineer will report any observed deficiencies to City and Engineer will take any other appropriate actions; however, it is understood that Engineer does not guarantee the contractor's performance, nor is Engineer responsible for supervision of the contractor's operation and employees except to the extent defects, omissions or negligence is reasonably discoverable by Engineer. Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the contractor, or the safety precautions and programs incident to the work of the contractor.

IV. Time for Completion

Engineer agrees to complete and submit all work required by City as follows:

- 1. Design survey and geotechnical services in 35 calendar days from the date of written notice to proceed.

2. Preliminary design construction plans in 77 calendar days from completion of the design survey.
3. Final design construction plans and specifications in 28 calendar days from acceptance of preliminary plans and written notice to proceed with final plans. Subsequent submittals of final plans shall be returned to the City within six (6) weeks of the date of the previous review letter.

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

V.

Revisions of Plans and Specifications

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

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

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

VI.

Engineer's Coordination with Owner

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

VII.

Contract Termination Provision

This contract may be terminated at any time by City for any with or without cause without any penalty or liability except as may otherwise be specified herein. Upon receipt of written notice by City, Engineer shall immediately discontinue all services and Engineer will 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, the Engineer shall submit a statement, showing in detail the services performed but not paid for under this contract to the date of termination. City shall then pay Engineer promptly the accrued and unpaid services to the date of termination, to the extent the services are approved by City.

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

VIII.

Ownership of Documents

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

IX.

Insurance

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

Contract. The policy limits stated below are at a minimum.

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

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

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

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

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

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

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

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

D. Engineer agrees to the following:

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

required by this section to the City by forwarding to:

City of Arlington
Department of Public Works and Transportation - Mail Stop 01-0220
Attn: Jenette T. Hull, Engineering Coordinator
PO Box 90231
Arlington, Texas 76004-3231

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

X.

Monies Withheld

When City has reasonable grounds for believing that:

- A. Engineer will be unable to perform this contract fully and satisfactorily within the time fixed for performance; or
- B. A claim exists or will exist against Engineer or City arising out of the negligence of the Engineer or the Engineer's breach of any provision of this contract; then

City may withhold payment of any amount otherwise due and payable to Engineer under this contract. Any amount so withheld may be retained by City for that period of time as it may deem advisable to protect City against any loss and may, after written notice to Engineer, be applied in satisfaction of any claim described herein. This provision is intended solely for the benefit of City, and no other person or entity shall have any right or claim against City by reason of City's failure or refusal to withhold monies. No interest shall be payable by City on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of City.

XI.

No Damages for Delays

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

XII.

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

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

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

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

XIII.

Right to Inspect Records

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

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

XIV.

No Third Party Beneficiary

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

entities may be in a contractual relationship with City or Engineer or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Engineer.

XV.

Successors and Assigns

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

XVI.

Engineer's Liability

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

XVII.

Indemnification

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

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

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

The provisions of this section are intended to only provide indemnification to the extent allowed by Texas Local Gov't Code Sec. 271.094 and shall be construed to that effect. The ENGINEER 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.

XVIII.
Severability

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

XIX.
Independent Contractor

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

XX.
Disclosure

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

XXI.
Venue

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

XXII.
Entire Agreement

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

XXIII.
Applicable Law

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

XXIV.
Default

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

XXV.
Headings

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

XXVI.
Non-Waiver

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

XXVII.
Remedies

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

XXVIII.
Equal Employment Opportunity

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

XXIX.
Construction of Contract

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

XXX.
Notices

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

If intended for City, to:
City of Arlington - Mail Stop 01-0220
ATTN: Assistant Director of Public Works and
Transportation/Engineering and Construction

PO Box 90231
Arlington, Texas 76004-3231

If intended for Engineer, to:
Westra Consultants, LLC
ATTN: Sol Stigall, P.E.
1601 E. Lamar Blvd., Suite 116
Arlington, TX 76011

XXXI
Title VI

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

Appendix A of the USDOT Standard Title VI Assurances

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

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

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

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

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

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

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

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

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

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

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

ENGINEER:
WESTRA CONSULTANTS, LLC

BY: _____
Sol Stigall, P.E.
Principal

CITY OF ARLINGTON, TEXAS:

BY: _____
James F. Parajon, FAICP
Deputy City Manager

BY: _____
Walter J. Pishkur
Director of Water Utilities

APPROVED AS TO FORM:
Teris Solis, City Attorney

ATTEST:
Mary Supino, City Secretary

BY: _____

THE STATE OF TEXAS §

Engineer Acknowledgment

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____ Sol Stigall, P.E., 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 _____, 2016.

Notary Public In and For The State of Texas

Notary's Printed Name

THE STATE OF TEXAS §

City Acknowledgement

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared James F. Parajon, FAICP, 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 Deputy City Manager thereof, and for the purposes and consideration therein expressed.

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

Notary Public In and For The State of Texas

Notary's Printed Name

THE STATE OF TEXAS §

City Acknowledgement

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Walter J. Pishkur, 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 Water Utilities thereof, and for the purposes and consideration therein expressed.

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

Notary Public In and For The State of Texas

Notary's Printed Name

PRIME AND SUBS &
MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE) REPORT

Please complete this form, include copy of certification(s) and return with executed contracts

Project Name: _____

Project No: _____ Date: _____

LEGEND

* Answer with "YES" or "NO"

- AI - Native American (AI)
- NW - Native American, Women-Owned (NW)
- AS - Asian (AS)
- AW - Asian, Women-Owned (AW)
- BL - Black (BL)
- BW - Black, Women-Owned (BW)
- HI - Hispanic (HI)
- HW - Hispanic, Women-Owned (HW)
- WO - Women-Owned (WO)

Other _____

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

LIST ALL SUBS:

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

Attachment "A"
Scope of Basic Services

The Project involves the design of approximately 5,790 LF of residential roadway reconstruction and 980 LF of sanitary sewer line renewal within the City of Arlington. The proposed improvement locations are described below along with the specific scope tasks to be provided with the Project. The term "Client" shall refer to the City of Arlington and the term "Consultant" shall refer to Westra Consultants.

1. Residential roadway reconstruction limits shall include the following:
 - a. 1,715 LF of Carswell Drive from Center St. to Collins Street
 - i. Includes sidewalk and driveway reconstruction
 - b. 3,075 LF of Connally Drive from Center St. to Forrestal Drive
 - i. Includes sidewalk and driveway reconstruction
 - c. 1,000 LF of Glynn Oaks Dr. from Meadow Lane to Collins Street
 - i. Includes driveway reconstruction (no sidewalks)
2. Roadway improvements to address ponding issues at 1933 Overbrook Drive.
3. Sanitary sewer reconstruction shall include 980 LF of 8" sanitary sewer along Glynn Oaks Drive from Meadow Lane to Collins St. including replacement of existing manholes and services from the main to the right-of-way.
4. It is understood the design of the 2014 Residential Rebuilds, Phase I, is complete and construction is scheduled to occur prior to this Project. The 2014 Residential Rebuilds, Phase I, includes intersection reconstruction at Carswell Drive, Connally Drive and Glynn Oaks Drive. The Consultant will therefore include the necessary design coordination to merge the intersection designs as needed.

Task A: Surveying Services

1. **Topographic Survey:** Perform topographic survey of all existing above ground features for the Project limits. The Consultant will locate existing local survey monuments and establish control for the Project based on the City datum.

Survey limits shall include the existing right-of-way including 25 feet beyond the curb line. Driveways shall be surveyed up to the garage. No irrigation heads will be surveyed. All street signs will be surveyed and identified. At the street intersections with Collins Street, the survey will extend 12 feet into Collins and 50 feet either direction. All other side street intersections will include up to 20 feet beyond the curb radius. All "T" intersections shall include survey data up to and including the opposite curb.

The topographic survey will include ties to all visible features and break lines including franchise and City utilities, overhead utility lines, drainage and sanitary sewer structures and flowlines, trees 6" or larger in diameter (no driplines), landscaped areas, bushes, shrubs, mailboxes, sidewalks, driveways, retaining walls, curb lines, edges of pavement, flumes, gutters, ramps, fences, and gates. The topographic survey will include a base map to be used for design purposes.

The Consultant will provide the Client with an AutoCAD file of the completed survey base map for internal design purposes.

2. **Property Locations:** No property boundary surveys or ROW strip maps are included with this Project. Property pins located in conjunction with the topographic survey efforts will be tied down and used to approximate property limits. All ROW and property information for the Project shall be shown as "approximate" on the plans using evidence collected and processed during the performance of Task A.1. above, available plat information, and the Client's GIS property data.

3. **Easements:** No easements are required on this Project. If easements are required for the Project this will be provided as an Additional Service.

Task B: Preliminary Design

1. The Preliminary Design Plans shall be provided per the Client's Design Criteria Manual and Construction Plan Review Checklist, and shall include the following:
 - a. Cover Sheet
 - b. Quantities Sheet
 - c. General Notes
 - d. Overall Project Layout Sheet: including benchmark locations
 - e. Street Layout identifying improvement limits, benchmarks/control points & ownership list
 - f. Preliminary Paving Plan and Profile Sheets
 - a. Includes driveways, sidewalks, pedestrian ramps, limits of retaining walls (less than four feet in height) and limited street light relocations within a few feet of the original location.
 - g. Preliminary Roadway Cross Sections Sheets
 - a. Includes cut and fill volumes in a tabular format
 - h. Street Ponding Reconstruction Plan (1933 Overbrook Drive)
 - i. Typical Paving Sections and Paving Detail Sheets
 - j. Sanitary Sewer Plan and Profile Sheets (Glynn Oaks Drive)
 - k. Sanitary Sewer Detail Sheets
 - l. Cost Opinion
2. Constructability Review
 - a. The Consultant shall attend a project site visit with the Client staff to walk the project.
 - b. The Consultant shall summarize the field visit notes and submit this to the Client.

Task C: Final Design and Final Construction Documents

1. The final design and construction documents shall comply with the Client's Design Criteria Manual and Construction Plan Review Checklist, and shall include the following:
 - a. The final plans shall include completed versions of all plan sheets associated with the preliminary plan submittal (Task B) and any other plan sheets that were identified during the review of the preliminary plans or the development of the final plans.
 - b. Cost Opinion
 - c. Proposal Section 5
 - d. Technical specifications (if necessary) not covered by the Client's standard specifications and contract documents.
2. It is understood the Client shall assemble and seal all contract documents. The Consultant shall provide any addenda if required.
3. Following a final construction plan review meeting with the Client, the Consultant shall submit construction documents to the Client with a final cost opinion. Each plan sheet shall be stamped, dated, and signed by the professional engineer registered in State of Texas.
4. The Consultant shall attend one pre-bid meeting and assist with design inquiries as needed.

5. It is understood the Client will provide all bidding and construction phase services for the Project including advertising, pre-bid meetings, bid tabulations, construction management, inspections, etc.

Additional Services

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by Client. Compensation for Additional Services shall be based on the hourly rates in effect at the time services are performed or on a pre-negotiated fee. Such services shall include, but not be limited to the following:

1. Drainage analysis or design
2. Water system design
3. Traffic signal design or fully developed street light design sheets
4. Landscape or irrigation design
5. Structural engineering
6. Geotechnical engineering
7. Subsurface utility engineering
8. Plan reviews by a Registered Accessibility Specialist
9. Water or sanitary sewer system modelling
10. Traffic control or phasing plans
11. Erosion control plans or Storm Water Pollution Prevention Plans (SWPPP)
12. Bidding services or preparation of contract documents
13. Construction phase services
14. Public meetings
15. Easement acquisition and/or negotiation
16. Coordination with agencies other than the Client
17. TV inspections

Information Provided by Client

Information to be provided by the Client shall include the following:

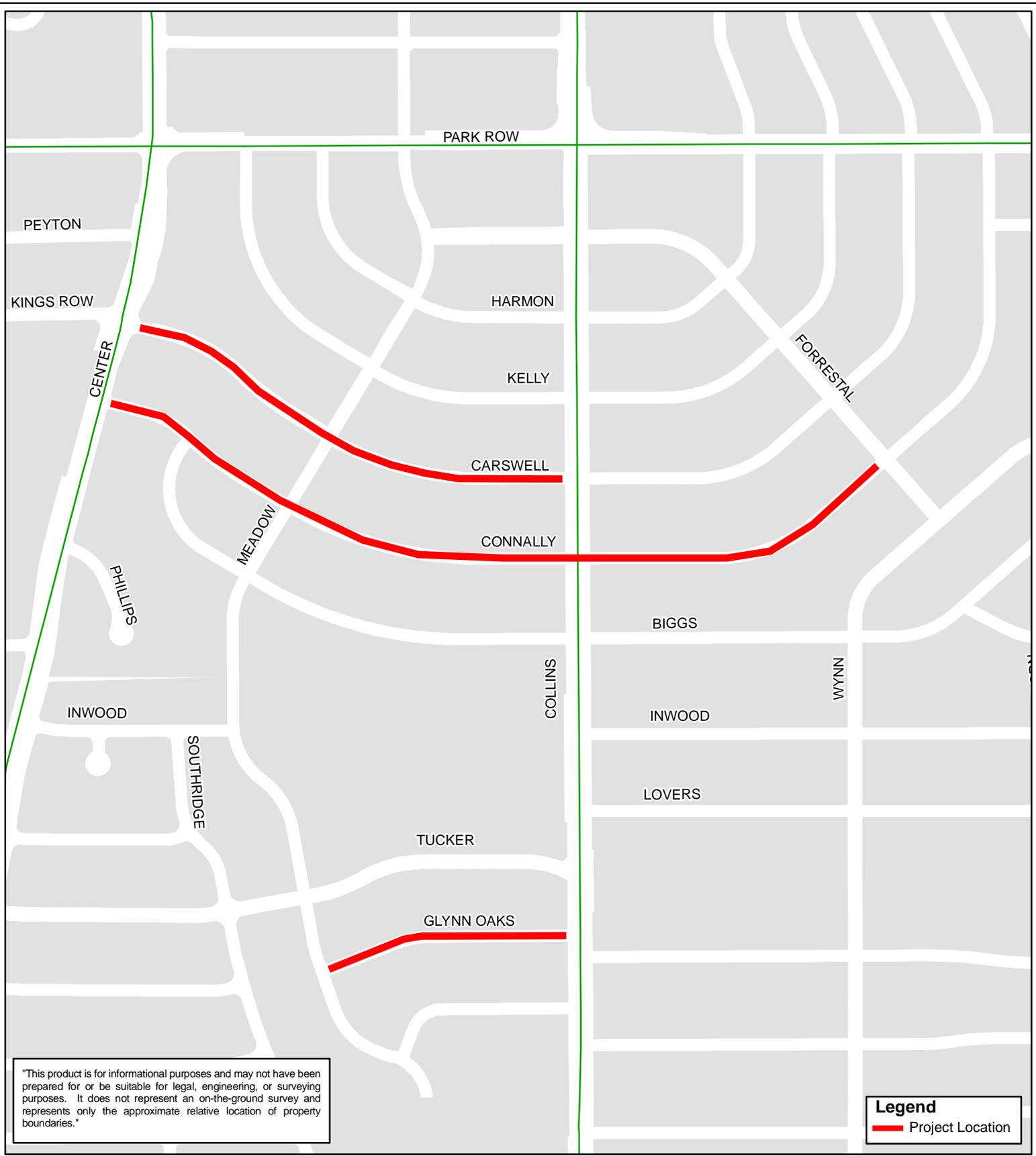
1. CAD files and final approved plans for the 2014 Residential Rebuilds, Phase I.
2. GIS data including parcels, LiDAR contours, aerial photos, etc. A standard GIS form shall be provided by the Client.
3. As-Built drawings of plans within the Project area.
4. CAD drawings for any required City standards including Cover Sheet, Border, etc.
5. Any required monthly payment formats or forms for invoicing.
6. Client to locate and repair any irrigation systems damaged during construction. No irrigation systems will be surveyed or shown on the construction plans.

Fees

The Consultant's fees for this Project are identified below.

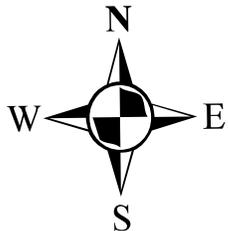
Base Design Fee	\$141,600
Survey Services	\$21,400
Direct Expenses	\$3,600
Sanitary Sewer Services	\$9,360

END OF DOCUMENT



"This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries."

Legend
 Project Location



2014 Residential Rebuilds Phase 4 Location Map Project No. PWST16002



Prepared By:
 PWT Engineering Operations
 4/22/2016

Staff Report



Engineering Services Contract for 2016 Residential Street Rebuilds (Phase II); Project No. PWST16005	
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City Council Meeting Date: 05/10/16	Action Being Considered: Minute Order
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RECOMMENDATION

Authorizing the City Manager or his designee to execute an Engineering Services Contract with Stream Water Group, Inc., of Fort Worth, Texas, for the design of the 2016 Residential Street Rebuilds, Phase II, in an amount not to exceed \$289,772.

PRIOR BOARD OR COUNCIL ACTION

On November 18, 2014, City Council approved Resolution No. 14-299 approving a resolution of the City Council of the City of Arlington, Texas canvassing of the returns and declaring the results of a bond election held in the City of Arlington, Texas on November 4, 2014.

On February 23, 2016, City Council approved Resolution No. 16-032 to adopting the Capital Budget for the City of Arlington for Fiscal Year 2016, beginning October 1, 2015 and ending September 30, 2016.

ANALYSIS

The 2016 Capital Budget included \$6,995,000 for design and reconstruction of existing residential streets from the 2014 Bond Election. The streets have been identified for the 2016 Residential Street Rebuild, Phase II Program:

Concrete Street Rebuild

Reever Street (Moore Terrace to Browning Drive)
Ridgeway Street (Hillcrest Drive to Huntington Drive)
Greenway Street (Hillcrest Drive to Sherry Street)

Concrete Street Rebuild and Sanitary Sewer Line Renewal

Highland Drive (Mitchell Street to Raines Street)
Highland Drive (Raines Street to E. Park Row Drive)

Sanitary Sewer Line Renewal

Back yards of 1001, 1003, 1005, and 1205 Highland Drive
Back yards of 1512, 1514, 1516, 1518, 1520, and 1524 Raines Street
Back yards of 1524, 1526, 1600, 1602, and 1604 Martin Luther Drive
Side yard of 1203 Highland Drive

Ponding Location

2200 Reever Street

	<u>Not to Exceed</u>
Base Design Fee:	\$204,047
Reimbursables:	\$3,000
Field Survey Work Fee (Public Works):	\$42,675
Field Survey Work Fee (Water Utilities):	\$5,450
Right of Way Easements:	\$4,400
Temporary Construction Easements:	\$3,200
Sanitary Sewer Design Fee:	\$27,000
Total:	\$289,772

In February 2013, City Council approved a new “Do Worst First” street condition philosophy through which to prioritize residential street reconstruction projects. One of the fundamental elements of this philosophy is to address first the streets that have an Overall Condition Index (OCI) below 50, referred to as “red” streets since they show significant failure. All the streets listed above as part of the 2016 Residential Rebuilds, Phase II project have an OCI below 50. These streets account for approximately **1.26** lane-miles of “red” streets.

FINANCIAL IMPACT

Funding is available in the following accounts:

Street Bond Fund Account No. 358504-61043-65820698	\$257,322
Sanitary Sewer Bond Fund Account No. 648502-61043-17970204	\$32,450

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
\$289,772	\$0	\$0

ADDITIONAL INFORMATION

Attached:	Engineering Services Contract Location Map
Under separate cover:	None
Available in the City Secretary’s Office:	None

STAFF CONTACT(S)

David Wynn, P.E., Interim Director Public Works & Transportation 817-459-6560 David.Wynn@arlingtontx.gov	Walter J. Pishkur Director of Water Utilities 817-459-6603 Buzz.Pishkur@arlingtontx.gov
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THE STATE OF TEXAS §
COUNTY OF TARRANT §

ENGINEERING SERVICES CONTRACT

THIS CONTRACT is made and entered into this 10th day of May, 2016, by and between the City of Arlington, Tarrant County, Texas, a municipal corporation, hereinafter called "City" and Stream Water Group, Inc., hereinafter called "Engineer," whose address is 6737 Brentwood Stair Road, Suite 230, Fort Worth, Texas 76112.

WITNESSETH:

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

I.
Employment of Engineer

Engineer will perform all services under this contract to the prevailing engineering professional standards consistent with the level of care and skill ordinarily exercised by members of the engineering profession, both public and private, currently practicing in the same locality under similar conditions, including reasonable, informed judgments and prompt, timely action. If Engineer is representing that he/she has special expertise in one or more areas to be utilized in this contract, then Engineer agrees to perform those special expertise services to the appropriate local, regional or national professional engineering standards. Engineer will provide services necessary for the construction of improvements to City's infrastructure, the location and extent of which is as follows:

2016 RESIDENTIAL STREET REBUILDS, PHASE 2

Concrete Street Rebuild

Reever Street (Moore Terr. to Browning Dr.)
Ridgeway Street (Hillcrest St. to Huntington Dr)
Greenway Street (Hillcrest to Sherry St.)

Concrete Street Rebuild with Sanitary Sewer Renewals

Highland Drive (Mitchell St. to Raines St.)
Highland Drive (Raines St. to Park Row Dr.)

Sanitary Sewer Renewals in Easements

Back yards of 1001, 1003 and 1005 Highland Drive
Back yards of 1512, 1514, 1516, 1518, 1520 and 1524 Raines Street
Back yard of 1205 Highland Drive
Back yards of 1524, 1526, 1600, 1602 and 1604 Martin Luther Drive
Side yard of 1203 Highland Drive

Ponding Rehabilitation

2200 Reeve Street

City of Arlington Project No. PWST16005, being located within the City of Arlington, Tarrant County, Texas, and hereinafter referred to as the "Project." The services to be performed by Engineer under this Contract include but are not limited to the services described in attached Scope of Services/Exhibit "A" which is attached and referenced herein as if written word for word.

II.

Compensation to Engineer

- A. City agrees to pay to Engineer for all services outlined in Section III, a base design fee in an amount not to exceed \$204,047.00. The following services are not included in this base fee:
1. Services required by Section III.A., Additional Services, for which cost is set out in III.A.
 2. Work necessary to perform the design field survey as described in III.B., Field Survey Work, for which cost is set out in II.B.
 3. Work necessary for the preparation of right-of-way and/or easement acquisition data as described by Section III.F., Right-of-Way Determination, for which cost is set out in II.C.
 4. Work necessary to design the sanitary sewer improvements as described by Section III.G., for which cost is set out in II.E.
- B. All costs associated with performing the design field survey as outlined in III.B. shall be paid to Engineer by City for a total amount not to exceed \$48,125.00 (\$42,675.00 for Paving and Drainage; and \$5,450.00 for Sanitary Sewer).
- C. All costs associated with right-of-way acquisition data, as outlined in III.F., shall be paid to Engineer by City on a per parcel basis as shown in Attachment "B" for a total amount not to exceed \$7,600.00 (\$4,400.00 for right-of-way/easement and \$3,200.00 for temporary construction easement) unless mutually agreed to in writing by the parties hereto. Attachment "B" is hereby incorporated within this contract as if written word for word. In no case shall more than seventy-five percent (75%) of this amount be paid until all right-of-way acquisition data is accepted by City.
- D. Direct expenses shall include subcontract charges for surveying, contract labor, computer time, printing, reproduction expense, communication expense, travel, transportation, and subsistence out of Tarrant and Dallas Counties directly related to the work. Direct costs shall be the rates indicated in Attachment "B" for a total amount not to exceed \$3,000.00.

Attachment "B" is hereby incorporated within this contract as if written word for word and shall contain the result of the rates for direct costs multiplied by the factor of 1.1. Evidence of cost incurred for direct expenses shall be submitted with each billing.

- E. All costs associated with design of the sanitary sewer improvements, as outlined in III.G., shall be paid to Engineer by City on an hourly fee basis as shown on Attachment "A" in an amount not to exceed \$27,000.00.
- F. Written request for payment for services rendered by Engineer may be made on a monthly basis. City will pay to the Engineer as follows:
 - 1. An amount not to exceed the amount set out in II.B until satisfactory completion of the design survey as set forth herein.
 - 2. An amount not to exceed forty percent (40%) of the total base design fee until satisfactory completion of the conceptual design plans.
 - 3. An amount not to exceed eighty-five percent (85%) of the base design fee until satisfactory completion of the preliminary construction plans and right-of-way documents.
 - 4. An amount not to exceed ninety-five percent (95%) of the base design fee until satisfactory completion of the final construction plans and specifications, and right-of-way documents.
 - 5. An amount equal to five percent (5%) shall be retained until such time as City requests and receives one (1) set of reproducibles of the final design construction plans and other documents described herein.
 - 6. No interest shall accrue for late payments. CITY shall not be required to pay any amount in excess of the original amount unless CITY shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts. If at any time it becomes evident that the cost estimates provided to CITY will not be sufficient to complete the authorized work, Engineer will immediately notify CITY in writing of said fact.

III.

Services

- A. Additional Services – No additional services is anticipated at this time. Should the City request for additional services, it shall be mutually agreed upon in writing. The fee for services shall be on an hourly basis, as shown in Attachment "A". In no case shall more than seventy-five percent (75%) of the amounts agreed upon be paid until such services are accepted by City.

B. Field Survey Work - Engineer shall furnish a survey field party to collect all field information necessary to prepare complete and detailed plans, specifications, and contract documents consistent with prevailing engineering standards. This field information shall be based on NAD-83 or the latest version of the City's GPS Monument Manual located on Public Works & Transportation web page. Before the survey party is engaged in surveying on private property, City shall send letters to all adjacent property owners and other affected property owners notifying them of the survey party's intent to survey on private property. Engineer shall provide City with the legal description and address of the affected property(s). Permission to survey on private property shall be obtained from the property owners before surveying commences. The letter of permission will include permission for Engineer to set iron pins and control monuments for future right-of-way and/or easements to be acquired by City at a later date. Engineer shall direct the field party in the following:

1. Establishing the proposed centerline or a suitable reference base line on the ground as required by City.
2. Making complete and accurate cross-section field notes.
3. Making a complete topographic survey of all existing features above and below ground level that would or could affect proposed construction. These features shall include, but are not limited to, telephone poles, power poles, all other utilities or other structures located on or above or below the surface, fences, retaining walls, water meters, detector check valves, manholes, vaults, sprinkler heads, structures, culverts, pipes and all other facilities in close proximity to the construction. Also, all buildings, trees, steps, and other topographical features which would be of interest to the property owner in discussing the plans with City engineers must be shown accurately and drawn to scale. Engineer shall also show street numbers for all existing houses and structures.
4. Determining horizontal and vertical location of all underground utilities or other underground structures based upon information obtained in accordance with Section III where they cross any part of the proposed storm drainage system or street system or may affect the proposed Project. The Engineer shall not be responsible for the cost of exposing these utilities or repairing damage caused by such exposure unless due to omission or other negligence by Engineer.
5. Making of all surveys necessary to determine limits of any existing right-of-way.

C. General Requirements

1. Each time Engineer submits plans and specifications to City, eight (8) copies (four {4} full size {22"x34"}, four {4} half scaled {11x17}) and a .pdf of each shall be submitted to the Department of Public Works and Transportation. These shall be reviewed and checked by City and returned to Engineer for corrections. When the

corrected copies of the plans and specifications are returned to City, the original and reviewed hard copies of the plans and specifications shall also be returned to City. All plans, specifications, documents, provisions, attachments, and correspondence provided in accordance with this contract shall be dated. The City will supply plans for Project to other parties, including, but not limited to franchised utilities, other City of Arlington departments, pipeline companies, railroad companies, TxDOT, or any other entity which has facilities within or adjacent to the Project.

2. Specific design requirements shall be obtained from the City of Arlington *Design Criteria Manual*. Landscaping materials shall be in accordance with the latest approved plant list posted by the Parks and Recreation Department. Irrigation shall be in accordance with the latest ordinances.
 3. Each set of plans shall be stamped "Review," and each sheet of the plans shall be signed and dated with license number noted by Engineer until approval of the final design construction plans by City, whereupon the word "Review" shall be omitted and the plans shall be stamped "Final" on the cover sheet. Each sheet of the final plans shall include the Engineer's seal, signature and date.
 4. City will coordinate with the utility companies, including, but not limited to franchised utilities, other City of Arlington departments, pipeline companies, railroad companies, TxDOT, or any other entity which has facilities within or adjacent to the Project. Coordination shall include any and all exposure, removal, relocation and any proposed improvements necessary for implementation of Project. Engineer shall attend utility coordination meeting(s) for Project, as requested by the City. Engineer shall indicate on the final plans all existing utilities and proposed improvements both on plan and profile sheets.
 5. Engineer shall accompany City representatives on Project observation visits prior to commencing design of Project and prior to final design of Project.
 6. Upon completion of the final design construction plans, special provisions and specifications, and contract documents, Engineer shall submit a letter of notification to City stating completion of design of Project.
 7. Review by City does not relieve Engineer of responsibility to prepare construction plans and specifications in accordance with prevailing engineering standards.
 8. Engineer shall attend the pre-bid meeting and assist with inquiries pertaining to the final design of Project.
- D. Conceptual Design Plans - Conceptual plans for this project shall be prepared to such detail as is necessary to resolve all conceptual issues. Conceptual plans must be approved by City prior to Engineer commencing with the preparation of preliminary design

construction plans. The requirements for conceptual plans are included in the City of Arlington *Design Criteria Manual*.

- E. Preliminary Design Construction Plans - At such time as Engineer is directed by City, Engineer shall prepare preliminary plans, including a title sheet, quantity sheets, and details. The requirements for preliminary plans are included in the City of Arlington *Design Criteria Manual*.
- F. Right-of-Way/Easement Determination – In conformance with City standards, Engineer shall survey, render field notes, and individual parcel exhibits for any additional right-of-way and/or easements, including temporary construction easements, needed. Engineer shall also set control points, which shall be based on NAD-83 and the latest version of the City’s GPS Monument Manual (located on Public Works & Transportation web page), approximately every 600 feet on both sides of the road. Before setting the control points, Engineer shall obtain approved sketches and specifications from City for the placing of control points. The requirements for right-of-way and easement submission are included in the City of Arlington *Design Criteria Manual*. The required items are necessary for the acquisition of right-of-way required to construct Project. This information shall be required prior to acceptance of final construction plans.

Upon notification by City of acceptance of the right-of-way plans, exhibits and instruments, and as directed by City, Engineer's surveyor shall set all corners and points of curvature for the proposed right-of-way and/or easements and submit final sealed plans and exhibits.

- G. Sanitary Sewer Design – Engineer shall provide the sanitary sewer design with the plans. The sanitary sewer design requirements are included in the City of Arlington *Design Criteria Manual*.
- H. Final Design Construction Plans - Upon acceptance of preliminary plans by the City, the Engineer shall prepare final plans. Final plans shall be consistent with previous sections and shall include:
 - 1. Right-of-way plans and documents.
 - 2. Construction plans.
 - 3. Bid proposal.
 - 4. Special specifications as required.
- I. Miscellaneous Requirements - Engineer shall furnish, upon request by City electronic files in .pdf format (one formatted to 34”x22” full scaled and one formatted to 11”x17” half scaled) of the "Final" approved, sealed and dated plans. If electronic files are not

feasible, City may accept one (1) set of film reproducibles. Engineer shall also submit an electronic file of the “Final” drawings in .dwg format.

In performing the services outlined above, Engineer will protect City to the extent reasonably possible against defects and deficiencies in the work of contractors. Engineer will report any observed deficiencies to City and Engineer will take any other appropriate actions; however, it is understood that Engineer does not guarantee the contractor’s performance, nor is Engineer responsible for supervision of the contractor’s operation and employees except to the extent defects, omissions or negligence is reasonably discoverable by Engineer. Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the contractor, or the safety precautions and programs incident to the work of the contractor.

IV. Time for Completion

Engineer agrees to complete and submit all work required by City as follows:

1. Conceptual design plans in 70 calendar days from the date of written notice to proceed.
2. Preliminary design construction plans in 30 calendar days from acceptance of the conceptual plans and written notice to proceed with preliminary plans.
3. Final design construction plans and specifications in 30 calendar days from acceptance of preliminary plans and written notice to proceed with final plans. Subsequent submittals of final plans shall be returned to the City within six (6) weeks of the date of the previous review letter.

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

V. Revisions of Plans and Specifications

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

amount of compensation and the time involved in all phases of the work.

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

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

VI.

Engineer's Coordination with Owner

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

VII.

Contract Termination Provision

This contract may be terminated at any time by City for any with or without cause without any penalty or liability except as may otherwise be specified herein. Upon receipt of written notice by City, Engineer shall immediately discontinue all services and Engineer will 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, the Engineer shall submit a statement, showing in detail the services performed but not paid for under this contract to the date of termination. City shall then pay Engineer promptly the accrued and unpaid services to the date of termination, to the extent the services are approved by City.

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

case shall City pay Engineer any additional monies other than those previously paid under the contract.

VIII.
Ownership of Documents

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

IX.
Insurance

- A. Engineer shall at Engineer's own expense, purchase, maintain and keep in force during the term of this contract such insurance as set forth below. Engineer shall not commence work under this contract until Engineer has obtained all the insurance required under this contract and such insurance has been approved by City, nor shall Engineer allow any subcontractor to commence work on his or her own subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this contract shall be written on an "occurrence" basis, except for professional liability. The insurance requirements shall remain in effect throughout the term of this Contract. The policy limits stated below are at a minimum.
1. Workers' Compensation as required by law, Employers Liability Insurance of not less than \$1,000,000 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 Engineer's liability for injury to or death of employees of City and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence and a \$2,000,000 aggregate.
 3. Commercial Automobile and Truck Liability Insurance, covering any auto or hired and non-owned vehicles, with a combined bodily injury and property damage limit of \$1,000,000 per occurrence.
 4. Professional Liability Insurance: Engineer shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability

insurance. Limits of liability shall be \$1,000,000 per claim and \$2,000,000 aggregate. Any such policy of insurance and the Declarations Page therefore shall identify if coverage is being provided on an "occurrence" or "claims-made" basis. If this coverage is being provided on a claims-made basis, Engineer must maintain this policy for a period of four (4) years after the completion of the project or shall purchase the extended reporting period or "tail" coverage insurance providing equivalent coverage for the same period of time.

5. Umbrella Liability Insurance of not less than \$2,000,000 per occurrence, following form and drop down provisions included.

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

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

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

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

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

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

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

D. Engineer agrees to the following:

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

City of Arlington
Department of Public Works and Transportation - Mail Stop 01-0220
Attn: Jenette T. Hull, Engineering Coordinator
PO Box 90231
Arlington, Texas 76004-3231

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

X.
Monies Withheld

When City has reasonable grounds for believing that:

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

- B. A claim exists or will exist against Engineer or City arising out of the negligence of the Engineer or the Engineer's breach of any provision of this contract; then

City may withhold payment of any amount otherwise due and payable to Engineer under this contract. Any amount so withheld may be retained by City for that period of time as it may deem advisable to protect City against any loss and may, after written notice to Engineer, be applied in satisfaction of any claim described herein. This provision is intended solely for the benefit of City, and no other person or entity shall have any right or claim against City by reason of City's failure or refusal to withhold monies. No interest shall be payable by City on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of City.

XI.

No Damages for Delays

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

XII.

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

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

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

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

XIII.

Right to Inspect Records

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

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

XIV.

No Third Party Beneficiary

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

XV.

Successors and Assigns

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

XVI.

Engineer's Liability

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

defect in the designs, working drawings, specifications, or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by City for any defect in the designs, working drawings, specifications, or other documents prepared by said Engineer, its employees, subcontractor, agents and consultants.

XVII.

Indemnification

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

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

The provisions of this section are intended to only provide indemnification to the extent allowed by Texas Local Gov't Code Sec. 271.094 and shall be construed to that effect. The ENGINEER 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.

XVIII.
Severability

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

XIX.
Independent Contractor

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

XX.
Disclosure

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

XXI.
Venue

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

XXII.
Entire Agreement

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

XXIII.
Applicable Law

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

XXIV.
Default

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

XXV.
Headings

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

XXVI.
Non-Waiver

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

XXVII.
Remedies

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

XXVIII.

Equal Employment Opportunity

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

XXIX.

Construction of Contract

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

XXX.

Notices

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

If intended for City, to:

City of Arlington - Mail Stop 01-0220
ATTN: Assistant Director of Public Works and
Transportation/Engineering and Construction
PO Box 90231
Arlington, Texas 76004-3231

If intended for Engineer, to:

Stream Water Group, Inc.
ATTN: Shamsul Arefin, P.E, President
6737 Brentwood Stair Road, Suite 230
Fort Worth, TX 76112

XXXI
Title VI

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

Appendix A of the USDOT Standard Title VI Assurances

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

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

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

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

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

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

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

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

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

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

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

ENGINEER:
STREAM WATER GROUP, INC.

BY: _____
Shamsul Arefin, P.E.,
President

CITY OF ARLINGTON, TEXAS:

BY: _____
James F. Parajon, FAICP
Deputy City Manager

BY: _____
Walter J. Pishkur
Director of Water Utilities

APPROVED AS TO FORM:
Teris Solis, City Attorney

ATTEST:
Mary Supino, City Secretary

BY: _____

THE STATE OF TEXAS §
COUNTY OF TARRANT §

Engineer Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Shamsul Arefin, P.E, 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 _____, 20_____.

Notary Public In and For The State of Texas

Notary's Printed Name

THE STATE OF TEXAS §
COUNTY OF TARRANT §

City Acknowledgement

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared James F. Parajon, FAICP, 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 Deputy City Manager thereof, and for the purposes and consideration therein expressed.

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

Notary Public In and For The State of Texas

Notary's Printed Name

THE STATE OF TEXAS §

City Acknowledgement

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Walter J. Pishkur, 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 Water Utilities thereof, and for the purposes and consideration therein expressed.

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

Notary Public In and For The State of Texas

Notary's Printed Name

PRIME AND SUBS &
MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE) REPORT

Please complete this form, include copy of certification(s) and return with executed contracts

Project Name: _____

Project No: _____ Date: _____

LEGEND

* Answer with "YES" or "NO"

- AI - Native American (AI)
- NW - Native American, Women-Owned (NW)
- AS - Asian (AS)
- AW - Asian, Women-Owned (AW)
- BL - Black (BL)
- BW - Black, Women-Owned (BW)
- HI - Hispanic (HI)
- HW - Hispanic, Women-Owned (HW)
- WO - Women-Owned (WO)

Other _____

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

LIST ALL SUBS:

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

EXHIBIT A

SCOPE OF SERVICES CIVIL ENGINEERING DESIGN SERVICES FOR RESIDENTIAL REBUILDS CITY OF ARLINGTON, TEXAS

The City of Arlington is proposing to contract with Stream Water Group, Inc. (SWG) to provide civil engineering design services to prepare construction plans for the streets included in the 2016 RESIDENTIAL REBUILDS –PHASE 2 program. In general, these services will include topographic surveys, sanitary sewer replacement design, paving reconstruction design, and streetlight improvement design.

The 2016 RESIDENTIAL REBUILDS –PHASE 2 program includes improvements for Highland Drive (Mitchell Street to Raines Street), Highland Drive (Raines Street to E. Park Row Drive), Reeve Street (Moore Terrace to Browning Drive), Ridgeway (Hillcrest to Huntington), and Greenway (Hillcrest to Sherry). The program also includes improvements to address ponding issues at 2200 Reeve Street.

SPECIFIC SCOPE OF SERVICES

I. Survey Control, Right of Way, & Topographic Survey

A. Right of Entry

SWG will research and prepare a list of property ownership adjacent to each project location. SWG anticipates the following approximate number of letters:

1. Highland Drive (Mitchell Street to Raines Street) - 15 residential lots
2. Highland Drive (Raines Street to E. Park Row Drive) -55 residential lots
3. Reeve Street (Moore Terrace to Browning Drive)- 36 residential lots
4. Ridgeway Street (Hillcrest Drive to Huntington Drive) - 60 residential lots
5. Greenway Street (Hillcrest Drive to Sherry Street) – 38 residential lots

Property owner information will be provided to the City for their use in preparation of right-of-entry letters. The City will handle obtaining right-of-entry for survey operations. SWG will maintain a right-of-entry received list and update the CAD base mapping for right-of-entry received.

B. Horizontal & Vertical Survey Control

SWG will establish and set project control based on City of Arlington survey control monuments with GPS.

C. Topographic Survey

SWG will perform full topographic surveys of the project limits and existing right- of-way including up to 20 feet outside of existing right-of-way in order to provide adequate ground ties for the proposed improvements. The topographic survey will also include side street intersections up to 20 feet beyond the curb returns. Topographic survey of the "T" intersections at the project limits will include survey data up to and including the opposite curb line.

The topographic survey will include ties to all visible features and break lines including franchise and City utilities, overhead utility lines, appurtenances and flow lines, drainage structures and flow lines, trees 6" in diameter or greater, landscaped areas, bushes, shrubs, mailboxes, driveways, retaining walls, signs, curb lines, edges of pavement, flumes, gutters, sidewalk, pedestrian ramps, fences, and gates. The topographic survey will be included in a base map to be used for design purposes.

Tree drip line ties are not included in this scope of services. The location of existing underground utilities will be included in the base mapping from available record drawing information provided to SWG by the City as well as through coordination with the franchise utility owners. Subsurface utility engineering investigations and designating of utilities is not included in this scope of services.

Topographic survey for streets experiencing ponding issues will include ties to existing construction joints for existing concrete pavement locations that will be replaced.

All topographic survey shall be performed using actual field shots based on the latest GPS Monument Manual located on the City of Arlington Public Works & Transportation web page.

SWG will gather topographic survey for the following locations:

1. Highland Drive (Mitchell Street to Raines Street) including one (1) intersecting streets and two (2) "T" intersections.
2. Highland Drive (Raines Street to E. Park Row Drive) including one (1) intersecting streets, three (3) "T" intersections, 665 LF of sewer easements backyards of 1001 Highland Dr, 1003 Highland Dr, 1005 Highland Dr, 1512 Raines St, 1514 Raines St, 1516 Raines St, 1518 Raines St, 1520 Raines St, and 1524 Raines St, and 450 LF of sewer easements side yard of 1203 Highland Dr and backyards of 1205 Highland Dr, 1524 Martin Luther Dr, 1526 Martin Luther Dr, 1600 Martin Luther Dr, 1602 Martin Luther Dr, and 1604 Martin Luther Dr.
3. Reeve Street (Moore Terrace to Browning Drive) including one (1) intersecting streets and two (2) "T" intersections.
4. Ridgeway Street (Hillcrest Drive to Huntington Drive) including one (1) intersecting streets and two (2) "T" intersections.
5. Greenway Street (Hillcrest Drive to Sherry Street) including two (2) "T" intersections.
6. Reeve Street (2200 Reeve Street to Sherry Street) including one (1) "T" intersections.

D. Right of Way Survey

SWG will perform research of available deeds and plats for properties adjacent to the project locations where additional easements are required. A deed/plat sketch will be prepared based on the information gathered from the research. Existing property corners (not every lot) along the City right-of-way will be tied if found in the field with the intention of locating the recorded plat configuration in the mapping based on the tied corners. *Preparation of a ROW strip map is excluded from this scope of services.*

E. Preparation of Right of Way Dedication or Easement Dedication Exhibits

SWG will prepare right-of-way and/or easement dedication exhibits, as required, for each project location. The exhibits prepared will include an exhibit drawing, dedication metes and bounds description, closure calculations sheet, and field setting of dedication corner monuments. SWG will prepare 2 ROW Easements and 2 Temporary Construction Easements for this project. *SWG can perform additional services at \$2,200.00 per exhibit for Row/Easement and \$1,600 per exhibit for Temporary Construction Easement.*

F. Geotechnical Investigation

The project scope does not include any geotechnical investigation.

II. Paving Reconstruction Design

SWG will prepare plans designed in accordance with the City of Arlington Design Criteria Manual. The following are the anticipated specific components of the plan set.

A. Cover Sheet I General Notes

SWG will include a cover sheet for the plan set utilizing the City standard detail. A general notes sheet will be included in the plan set based on standard City general notes as well as any notes specific to the project.

B. Quantity Summary

Quantities will be calculated for the project bid items and summarized in tabular format in the plan set and organized by project component. Each bid item will be quantified by plan sheet.

C. Plan Layout

A plan layout sheet will depict the location of all residential rebuild streets and the locations with ponding issues. A sheet legend will be included that identifies which plan sheets are associated with individual location.

D. Paving Plans, Profiles, and Cross Sections

Paving plan and profile sheets will be included for each rebuild location including street geometry and profiles, and proposed improvements to sidewalk and pedestrian ramps. Proposed cross sections will depict proposed and existing ground, pavement section depth

and sidewalk where included. Cut and fill volumes will be included in tabular format with the cross sections.

E. Signing and Pavement Marking Layouts

SWG will prepare proposed signing and pavement markings, as required, for each project location. Proposed signing will utilize standard MUTCD signs.

F. Locate/Relocate Street Lights

SWG will prepare proposed street illumination pole, foundation, and conduit locations according to City criteria. Only limited relocations of pole and foundations within a few feet of the original location are included in this scope of services.

G. Street Ponding Reconstruction Plans

Plan sheets will be prepared to include the limits of paving reconstruction as necessary to alleviate the existing ponding issue. Plan, profiles and cross sections shall be included as required.

H. Paving Details

SWG will include necessary and required City or TxDOT standard details as part of the paving details.

III. Sanitary Sewer Replacement Design

SWG will prepare sanitary sewer replacement plan and profiles for the following locations and lengths within the project limits and in accordance with the City of Arlington Design Criteria Manual:

A. Replace sanitary sewer main on Highland Dr.

1. From Mitchell Street to Raines Street – 670 LF
2. From Raines Street to E. Park Row Drive – 1,150 LF
3. Easements backyards of 1001 Highland Dr, 1003 Highland Dr, 1005 Highland Dr, 1512 Raines St, 1514 Raines St, 1516 Raines St, 1518 Raines St, 1520 Raines St, and 1524 Raines St – 665 LF
4. Easements side yard of 1203 Highland Dr and backyards of 1203 Highland Dr, 1524 Martin Luther Dr, 1526 Martin Luther Dr, 1600 Martin Luther Dr, 1602 Martin Luther Dr, and 1604 Martin Luther Dr – 450 LF

IV. Storm Drainage Design

SWG will develop drainage area mapping, drainage calculations, drainage plan and profiles, and drainage details as required for the following locations in accordance with the City of Arlington's Design Criteria Manual:

- A. Replace Inlets and lateral pipes on Ridgeway Street.
- B. Replace Inlets and lateral pipes on Greenway Street.

V. Water Utility Coordination

The City of Arlington will design and provide waterline plans. SWG will coordinate with the Water Utilities Engineers to include the plans sheets and details in each submittal of the plans. Coordination includes providing the Water Utilities Engineers with Plan Sheet Numbers, inserting Water Plan Sheets and Details into each submittal of plans, and estimating construction cost for the waterline.

VI. Project Submittals

- A. Milestone submittals to the City will be at Conceptual Design (40%), Preliminary Design (85%), and Final Design (100%) stages of completion and will include submittal of an opinion of probable construction cost. Draft of SECTION NO. 5, Proposal document will accompany the final submittal.
- B. Submittals will be made in electronic format as .PDF and in .DWG at the direction of the City. Hard copies will be provided in accordance with the contract.
- C. Submittal of plans for review by other agencies is beyond this scope of services.

VII. Exclusions

The following items are excluded from this scope of services, but can be added for additional compensation

- Subsurface utility engineering investigations (SUE)
- Traffic control plans and sequence of construction
- Bridge layout, details, and design
- Retaining wall design and details
- Structural design services
- Traffic signal design and plans
- Landscaping or irrigation design
- Storm Drain Design
- Preparation of an SWPPP or erosion control plans
- Preparation of project bid manual or contract documents
- Construction administration services

VIII. Fees

Fees for engineering services for this project are included under Attachment "B".

ATTACHMENT "A"

Stream Water Group, Inc.

SCHEDULE OF FEES AND CHARGES (HOURLY RATE SCHEDULES)

A summary of current hourly billing rates is provided below:

Principal-in-Charge	\$160
Project Manager	\$160
Senior Professional Engineer	\$150
Junior Professional Engineer	\$135
Engineer-in-Training	\$120
Sr. GIS	\$135
Jr. GIS	\$120
CADD Technician	\$105
Clerical	\$55

Reimbursable

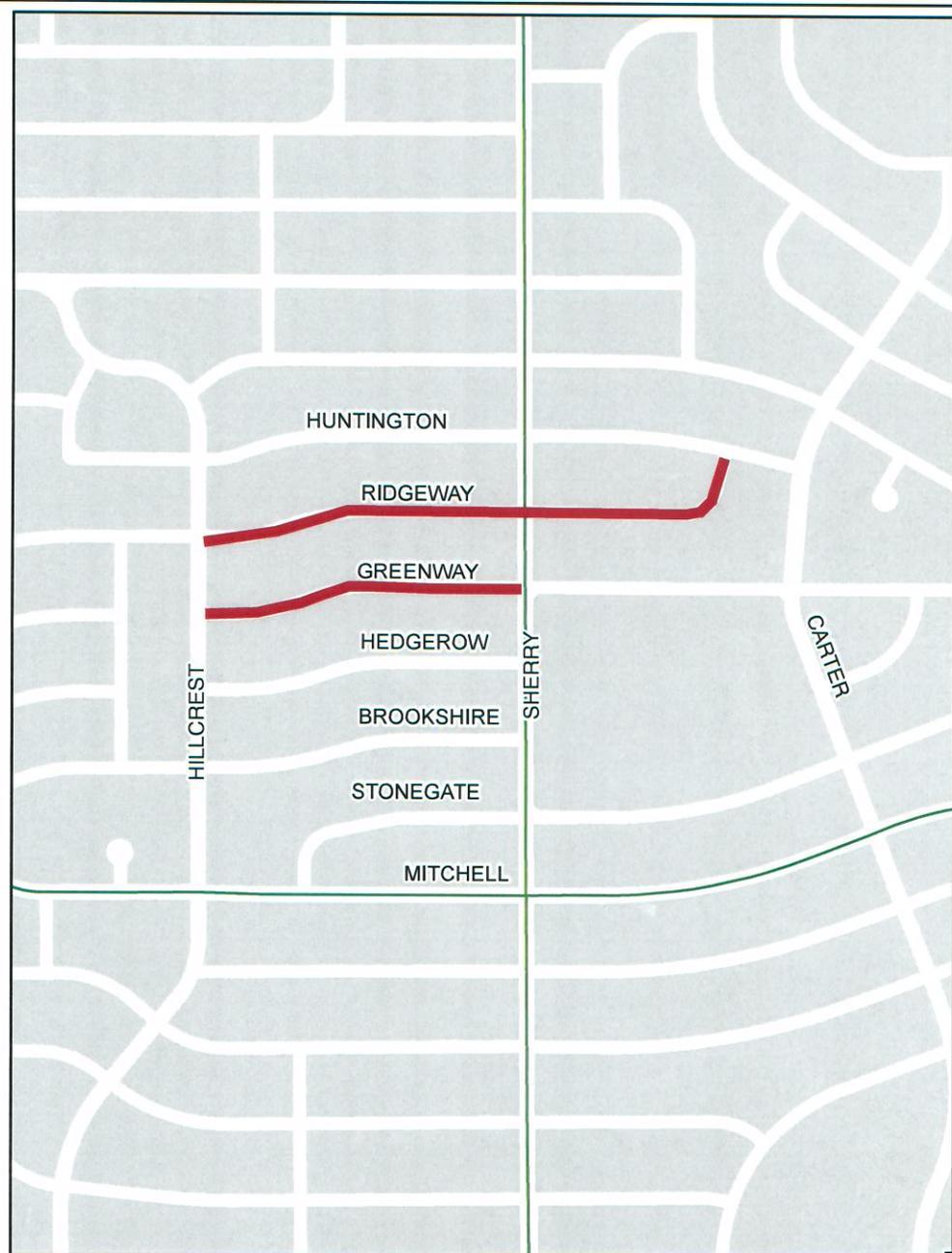
1. Direct costs, such as reproductions, equipment rental, delivery services, travel expenses, or subcontractor services will be billed at actual cost plus 10%.
2. Unless otherwise stated, statements will be submitted monthly for charges incurred during the month and payments will be due within thirty (30) days following receipt of the statements.

Effective August 1, 2015

ATTACHMENT "B"

DESCRIPTION	LABOR BASE TOTAL \$	Total Cost (Task)
2016 Residential Rebuild – Phase 2		
BASIC SERVICES		
Paving Improvements	\$ 195,239.00	
Ponding Regrade & Reconstruction -160 LF	\$ 1,339.00	
Drainage Improvements	\$ 3,509.00	
Streetlight Improvements	\$ 4,194.00	
Total Basic Services		\$ 204,047.00
Sewer Improvements (3,000 LF)	\$ 27,000.00	
Total Sewer Improvements		\$ 27,000.00
SPECIAL SERVICES		
Public Works and Drainage- Design & ROW Survey and Base Mapping(7,800 LF)	\$ 42,675.00	
Sewer- Design & ROW Survey and Base Mapping	\$ 5,450.00	
ROW / Easement Exhibits (\$2,200 EA, 2 EA included)	\$ 4,400.00	
Temporary Construction Easement Documents (\$1,600 each, 2 EA included)	\$ 3,200.00	
Total Special Services		\$ 55,725.00
TOTAL BASE PROJECT COST INCLUDING ALL SPECIAL SERVICES		\$ 286,772.00
REIMBURSABLES		
Printing & Plotting		\$ 3,000.00
Total Reimbursable		\$ 3,000.00
TOTAL COST		\$ 289,772.00

END OF DOCUMENT



2016 Residential Rebuilds Phase 2 Locations

Prepared By: PWT Engineering Operations 3/7/2016



Staff Report



Engineering Services Contract for Mayfield and Wimbleton Drainage Improvements; Project No. PWDR14011	
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City Council Meeting Date: 05/10/2016	Action Being Considered: Minute Order
---------------------------------------	---------------------------------------

RECOMMENDATION

Authorize the execution of an Engineering Services contract with Hayden Consultants, Inc., of Dallas, Texas, for the Mayfield and Wimbleton Drainage Improvements in an amount not to exceed \$103,180.

PRIOR BOARD OR COUNCIL ACTION

On April 8, 2014, City Council approved Resolution No. 14-075, adopting the Capital Budget for the City of Arlington for Fiscal Year 2014 including the Stormwater Utility Capital Budget. The design of Wimbleton Drive improvements was included in the Capital Budget. Mayfield Road improvements were added to the scope due to a pipe failure at the intersection of Mayfield Road and Woodside Drive.

On January 20, 2015, City Council approved Minute Order No. MO01202015-007, authorizing the execution of an Engineering Services contract with Hayden Consultants, Inc. of Dallas, Texas, for the Mayfield and Wimbleton Drainage Improvements Conceptual Study in an amount not to exceed \$83,272.

ANALYSIS

The design of drainage improvements as recommended in the conceptual studies is included in this contract. The improvements in the Mayfield project area will reduce flood losses from excess runoff and replace failed pipes. The improvements in the Wimbleton project area will reduce flood losses along Kingsford Court and Wimbleton Drive, and reduce flooding along Bowen Road.

Development along Mayfield Road did not account for the entire drainage area for sizing of the roadside ditches on Mayfield Road. The ditches overflow onto Danbury Drive and cause flooding in at least two structures, property damages, erosion and concrete channel degradation. Additionally, a culvert at the Mayfield Road ditch outfall near the intersection with Woodside Drive has failed and has been temporarily repaired. This contract will address Mayfield drainage including the replacement of the failed pipe with a larger pipe to accommodate the higher flow that will be diverted from Danbury Drive.

In the Wimbleton project area, three structures have reported flooding due to drainage from the alley to the northwest of the properties. This problem was first reported to the City in 2005. This project was delayed due to property owner concerns about a possible solution requiring a drainage easement. This contract will address the Wimbleton drainage by increasing the storm system capacity along Wimbleton Drive and Bowen Road.

Hayden Consultants, Inc. was selected to design this project through a RFQ process. They have successfully completed a conceptual study, and utilizing their services for the design maintains project continuity.

Tasks

Not to Exceed

Basic Services

Research and Data Collection	\$1,980
Topographic/Boundary Survey	\$9,880
Preliminary Design	\$42,720
Final Design	\$20,140
Bid Phase Services	\$2,460
Construction Phase Services	<u>\$4,000</u>
Subtotal	\$81,180

Special Services

ROW Acquisition/Easement Survey	\$18,000
Reimbursables	<u>\$4,000</u>
Subtotal	\$22,000

Contract Total:

\$103,180

FINANCIAL IMPACT

Funding is available in the Storm Water Utility Fund Account No. 308501-61043-10970199.

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
\$103,180	\$0	\$0

ADDITIONAL INFORMATION

Attached:	Engineering Services Contract with Attachments Location Map
Under separate cover:	None
Available in the City Secretary's Office:	None

STAFF CONTACT(S)

David Wynn, P.E., Interim Director
Public Works & Transportation
817-459-6560
David.Wynn@arlingtontx.gov

Mandy Clark, P.E., Assistant Director
Public Works & Transportation
817-459-6592
Mandy.Clark@arlingtontx.gov

THE STATE OF TEXAS §
COUNTY OF TARRANT §

ENGINEERING SERVICES CONTRACT

THIS CONTRACT is made and entered into this 10th day of May, 2016, by and between the City of Arlington, Tarrant County, Texas, a municipal corporation, hereinafter called "City" and Hayden Consultants, Inc., hereinafter called "Engineer," whose address 5005 Greenville Avenue, Suite 100A, Dallas, Texas 75206.

W I T N E S S E T H:

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

I.
Employment of Engineer

Engineer will perform all services under this contract to the prevailing engineering professional standards consistent with the level of care and skill ordinarily exercised by members of the engineering profession, both public and private, currently practicing in the same locality under similar conditions, including reasonable, informed judgments and prompt, timely action. If Engineer is representing that he/she has special expertise in one or more areas to be utilized in this contract, then Engineer agrees to perform those special expertise services to the appropriate local, regional or national professional engineering standards. Engineer will provide services necessary for the construction of improvements to City's infrastructure, the location and extent of which is known as: **Mayfield Road and Wimbledon Drive Drainage Improvements, City of Arlington Project No. PWDR14011**, being located within the City of Arlington, Tarrant County, Texas, and hereinafter referred to as the "Project." The services to be performed by Engineer under this Contract include but are not limited to the services described in attached Scope of Services/Exhibit "A" which is attached and referenced herein as if written word for word.

II.
Compensation to Engineer

- A. City agrees to pay to Engineer for all services outlined in Section III, a base design fee in an amount not to exceed \$28,110.00 for Mayfield Road and \$53,070.00 for Wimbledon Drive. The following services are not included in this base fee:
1. Services required by Section III.A., Additional Services, for which cost is set out in III.A.
 2. Work necessary for the preparation of right-of-way and/or easement acquisition data as described by Section III.F., Right-of-Way Determination, for which cost is set out in II.C.

- B. All costs associated with performing the design field survey as outlined in III.B. is included in the base design fee.
- C. All costs associated with right-of-way acquisition data, as outlined in III.F., shall be paid to Engineer by City on an hourly fee basis as shown in Attachment "A" in an amount not to exceed \$9,000.00 for Mayfield Road and \$9,000.00 for Wimbledon Drive unless mutually agreed to in writing by the parties hereto. Attachment "A" is hereby incorporated within this contract as if written word for word. In no case shall more than seventy-five percent (75%) of this amount be paid until all right-of-way acquisition data is accepted by City.
- D. Direct expenses shall include subcontract charges for surveying, contract labor, computer time, printing, reproduction expense, communication expense, travel, transportation, and subsistence out of Tarrant and Dallas Counties directly related to the work. Direct costs shall be in an amount not to exceed \$2,000.00 for Mayfield Road and \$2,000.00 for Wimbledon Drive as indicated in Attachment "A." Attachment "A" is hereby incorporated within this contract as if written word for word and shall contain the result of the rates for direct costs multiplied by the factor of 1.1. Evidence of cost incurred for direct expenses shall be submitted with each billing.
- E. Written request for payment for services rendered by Engineer may be made on a monthly basis. City will pay to the Engineer as follows:
1. An amount not to exceed the amount set out in II.B. until satisfactory completion of the design survey as set forth herein.
 2. Conceptual design plans will not be required for this project.
 3. An amount not to exceed eighty-five percent (85%) of the total base design fee until satisfactory completion of the preliminary construction plans and right-of-way documents.
 4. An amount not to exceed ninety-five percent (95%) of the total base design fee until satisfactory completion of the final construction plans and specifications, and right-of-way documents.
 5. An amount equal to five percent (5%) shall be retained until such time as City requests and receives one (1) set of reproducibles of the final design construction plans and other documents described herein.
 6. No interest shall accrue for late payments. CITY shall not be required to pay any amount in excess of the original amount unless CITY shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts. If at any time it becomes evident that the cost estimates

provided to CITY will not be sufficient to complete the authorized work, Engineer will immediately notify CITY in writing of said fact.

III.

Services

- A. Additional Services – No additional services is anticipated at this time. However, should the City request for additional services, the fee shall be on an hourly basis as shown in Attachment "A". In no case shall more than seventy-five percent (75%) of the agreed amounts be paid until such services are accepted by City.
- B. Field Survey Work - Engineer shall furnish a survey field party to collect all field information necessary to prepare complete and detailed plans, specifications, and contract documents consistent with prevailing engineering standards. This field information shall be based on NAD-83 or the latest version of the City's GPS Monument Manual located on Public Works & Transportation web page. Before the survey party is engaged in surveying on private property, City shall send letters to all adjacent property owners and other affected property owners notifying them of the survey party's intent to survey on private property. Engineer shall provide City with the legal description and address of the affected property(s). Permission to survey on private property shall be obtained from the property owners before surveying commences. The letter of permission will include permission for Engineer to set iron pins and control monuments for future right-of-way and/or easements to be acquired by City at a later date. Engineer shall direct the field party in the following:
1. Establishing the proposed centerline or a suitable reference base line on the ground as required by City.
 2. Making complete and accurate cross-section field notes.
 3. Making a complete topographic survey of all existing features above and below ground level that would or could affect proposed construction. These features shall include, but are not limited to, telephone poles, power poles, all other utilities or other structures located on or above or below the surface, fences, retaining walls, water meters, detector check valves, manholes, vaults, sprinkler heads, structures, culverts, pipes and all other facilities in close proximity to the construction. Also, all buildings, trees, steps, and other topographical features which would be of interest to the property owner in discussing the plans with City engineers must be shown accurately and drawn to scale. Engineer shall also show street numbers and finished floor elevations for all existing houses and structures.
 4. Determining horizontal and vertical location of all underground utilities or other underground structures based upon information obtained in accordance with Section III where they cross any part of the proposed storm drainage system or street system or may affect the proposed Project. The Engineer shall not be

responsible for the cost of exposing these utilities or repairing damage caused by such exposure unless due to omission or other negligence by Engineer.

5. Making of all surveys necessary to determine limits of any existing right-of-way.

C. General Requirements

1. Each time Engineer submits plans and specifications to City, eight (8) copies (four {4} full size {22"x34"}, four {4} half scaled {11x17}) and a .pdf of each shall be submitted to the Department of Public Works and Transportation. These shall be reviewed and checked by City and returned to Engineer for corrections. When the corrected copies of the plans and specifications are returned to City, the original and reviewed hard copies of the plans and specifications shall also be returned to City. All plans, specifications, documents, provisions, attachments, and correspondence provided in accordance with this contract shall be dated. The City will supply plans for Project to other parties, including, but not limited to franchised utilities, other City of Arlington departments, pipeline companies, railroad companies, TxDOT, or any other entity which has facilities within or adjacent to the Project.
2. Specific design requirements shall be obtained from the City of Arlington *Design Criteria Manual*. Landscaping materials shall be in accordance with the latest approved plant list posted by the Parks and Recreation Department. Irrigation shall be in accordance with the latest ordinances.
3. Each set of plans shall be stamped "Review," and each sheet of the plans shall be signed and dated with license number noted by Engineer until approval of the final design construction plans by City, whereupon the word "Review" shall be omitted and the plans shall be stamped "Final" on the cover sheet. Each sheet of the final plans shall include the Engineer's seal, signature and date.
4. City will coordinate with the utility companies, including, but not limited to franchised utilities, other City of Arlington departments, pipeline companies, railroad companies, TxDOT, or any other entity which has facilities within or adjacent to the Project. Coordination shall include any and all exposure, removal, relocation and any proposed improvements necessary for implementation of Project. Engineer shall attend utility coordination meeting(s) for Project, as requested by the City. Engineer shall indicate on the final plans all existing utilities and proposed improvements both on plan and profile sheets.
5. Engineer shall accompany City representatives on Project observation visits prior to commencing design of Project and prior to final design of Project.
6. Upon completion of the final design construction plans, special provisions and specifications, and contract documents, Engineer shall submit a letter of notification to City stating completion of design of Project.

7. Review by City does not relieve Engineer of responsibility to prepare construction plans and specifications in accordance with prevailing engineering standards.
 8. Engineer shall attend the pre-bid meeting and assist with inquiries pertaining to the final design of Project.
- D. Conceptual Design Plans – Conceptual plans will not be required for this project.
- E. Preliminary Design Construction Plans - At such time as Engineer is directed by City, Engineer shall prepare preliminary plans, including a title sheet, quantity sheets, and details. The requirements for preliminary plans are included in the City of Arlington *Design Criteria Manual*.
- F. Right-of-Way/Easement Determination – In conformance with City standards, Engineer shall survey, render field notes, and individual parcel exhibits for any additional right-of-way and/or easements, including temporary construction easements, needed. Engineer shall also set control points, which shall be based on NAD-83 and the latest version of the City’s GPS Monument Manual (located on Public Works & Transportation web page), approximately every 600 feet on both sides of the road. Before setting the control points, Engineer shall obtain approved sketches and specifications from City for the placing of control points. The requirements for right-of-way and easement submission are included in the City of Arlington *Design Criteria Manual*. The required items are necessary for the acquisition of right-of-way required to construct Project. This information shall be required prior to acceptance of final construction plans.
- Upon notification by City of acceptance of the right-of-way plans, exhibits and instruments, and as directed by City, Engineer's surveyor shall set all corners and points of curvature for the proposed right-of-way and/or easements and submit final sealed plans and exhibits.
- G. Final Design Construction Plans - Upon acceptance of preliminary plans by the City, the Engineer shall prepare final plans. Final plans shall be consistent with previous sections and shall include:
1. Right-of-way plans and documents.
 2. Construction plans.
 3. Bid proposal.
 4. Special specifications as required.
- H. Miscellaneous Requirements - Engineer shall furnish, upon request by City electronic files in .pdf format (one formatted to 34”x22” full scaled and one formatted to 11”x17” half scaled) of the "Final" approved, sealed and dated plans. If electronic files are not

feasible, City may accept one (1) set of film reproducibles. Engineer shall also submit an electronic file of the "Final" drawings in .dwg format.

In performing the services outlined above, Engineer will protect City to the extent reasonably possible against defects and deficiencies in the work of contractors. Engineer will report any observed deficiencies to City and Engineer will take any other appropriate actions; however, it is understood that Engineer does not guarantee the contractor's performance, nor is Engineer responsible for supervision of the contractor's operation and employees except to the extent defects, omissions or negligence is reasonably discoverable by Engineer. Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the contractor, or the safety precautions and programs incident to the work of the contractor.

IV. Time for Completion

Engineer agrees to complete and submit all work required by City as follows:

1. Preliminary design construction plans in 55 calendar days from written notice to proceed with preliminary plans.
2. Final design construction plans and specifications in 50 calendar days from acceptance of preliminary plans and written notice to proceed with final plans. Subsequent submittals of final plans shall be returned to the City within six (6) weeks of the date of the previous review letter.

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

V. Revisions of Plans and Specifications

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

If revisions of the final plans, special provisions, and specifications, or drawings are required by reason of Engineer's error or omission, then such revisions will be made by Engineer

without additional compensation to the fees herein specified, and in a time frame as directed by City.

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

VI.

Engineer's Coordination with Owner

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

VII.

Contract Termination Provision

This contract may be terminated at any time by City for any with or without cause without any penalty or liability except as may otherwise be specified herein. Upon receipt of written notice by City, Engineer shall immediately discontinue all services and Engineer will 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, the Engineer shall submit a statement, showing in detail the services performed but not paid for under this contract to the date of termination. City shall then pay Engineer promptly the accrued and unpaid services to the date of termination, to the extent the services are approved by City.

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

VIII.

Ownership of Documents

All drawings and specifications prepared or assembled by Engineer under this contract

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

IX.
Insurance

- A. Engineer shall at Engineer's own expense, purchase, maintain and keep in force during the term of this contract such insurance as set forth below. Engineer shall not commence work under this contract until Engineer has obtained all the insurance required under this contract and such insurance has been approved by City, nor shall Engineer allow any subcontractor to commence work on his or her own subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this contract shall be written on an "occurrence" basis, except for professional liability. The insurance requirements shall remain in effect throughout the term of this Contract. The policy limits stated below are at a minimum.
1. Workers' Compensation as required by law, Employers Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease-per 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 Engineer's liability for injury to or death of employees of City and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence and a \$2,000,000 aggregate.
 3. Commercial Automobile and Truck Liability Insurance, covering any auto or hired and non-owned vehicles, with a combined bodily injury and property damage limit of \$1,000,000 per occurrence.
 4. Professional Liability Insurance: Engineer shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance. Limits of liability shall be \$1,000,000 per claim and \$2,000,000 aggregate. Any such policy of insurance and the Declarations Page therefore shall identify if coverage is being provided on an "occurrence" or "claims-made" basis. If this coverage is being provided on a claims-made basis, Engineer must maintain this policy for a period of four (4) years after the completion of the project or shall purchase the extended reporting period or "tail" coverage insurance providing equivalent coverage for the same period of time.

5. Umbrella Liability Insurance of not less than \$2,000,000 per occurrence, following form and drop down provisions included.

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

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

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

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

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

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

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

D. Engineer agrees to the following:

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

City of Arlington
Department of Public Works and Transportation - Mail Stop 01-0220
Attn: Jenette T. Hull, Engineering Coordinator
PO Box 90231
Arlington, Texas 76004-3231

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

X.
Monies Withheld

When City has reasonable grounds for believing that:

- A. Engineer will be unable to perform this contract fully and satisfactorily within the time fixed for performance; or
- B. A claim exists or will exist against Engineer or City arising out of the negligence of the Engineer or the Engineer's breach of any provision of this contract; then

City may withhold payment of any amount otherwise due and payable to Engineer under this contract. Any amount so withheld may be retained by City for that period of time as it may deem advisable to protect City against any loss and may, after written notice to Engineer, be applied in satisfaction of any claim described herein. This provision is intended solely for the benefit of City, and no other person or entity shall have any right or claim against City by reason of City's

failure or refusal to withhold monies. No interest shall be payable by City on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of City.

XI.

No Damages for Delays

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

XII.

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

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

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

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

XIII.

Right to Inspect Records

Engineer agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of Engineer involving transactions relating to this contract. Engineer agrees that City shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order

to conduct audits in compliance with the provisions of this section. City shall give Engineer reasonable advance notice of intended audits.

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

XIV.

No Third Party Beneficiary

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

XV.

Successors and Assigns

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

XVI.

Engineer's Liability

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

XVII.
Indemnification

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

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

The provisions of this section are intended to only provide indemnification to the extent allowed by Texas Local Gov't Code Sec. 271.094 and shall be construed to that effect. The ENGINEER 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.

XVIII.
Severability

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

XIX.
Independent Contractor

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

XX.
Disclosure

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

XXI.
Venue

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

XXII.
Entire Agreement

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

XXIII.
Applicable Law

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

XXIV.
Default

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

XXV.
Headings

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

XXVI.
Non-Waiver

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

XXVII.
Remedies

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

XXVIII.
Equal Employment Opportunity

Engineer shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, place of birth or disability. Engineer shall take action to ensure that applicants are employed and treated without regard to their race, age, color, religion, sex, ancestry, national origin, place of birth or disability. This action shall include, but not be limited to: employment, upgrading, demotion or transfer,

recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship.

XXIX.

Construction of Contract

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

XXX.

Notices

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

If intended for City, to:

City of Arlington - Mail Stop 01-0220
ATTN: Lee Jeffrey, EIT,
Graduate Engineer – Stormwater Management
Department of Public Works and Transportation
PO Box 90231
Arlington, Texas 76004-3231

If intended for Engineer, to:

Hayden Consultant, Inc.
Attn: Colin G. Blankenship, P.E.
5005 Greenville Avenue, Suite 100A
Dallas, Texas 75206

XXXI.

Title VI

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

or national origin in consideration for an award. Vendor will abide and ensure compliance with all terms of Appendix A of the USDOT Standard Title VI Assurances as listed below.

Appendix A of the USDOT Standard Title VI Assurances

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

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

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

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

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

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

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

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

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

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

ENGINEER:
HAYDEN CONSULTANTS, INC

BY: _____
Rachel R. Hayden, P.E.
President

CITY OF ARLINGTON, TEXAS:

BY: _____
James F. Parajon, FAICP
Deputy City Manager

APPROVED AS TO FORM:
Teris Solis, City Attorney

ATTEST:
Mary Supino, City Secretary

BY: _____

THE STATE OF TEXAS §
COUNTY OF TARRANT §

Engineer Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Rachel R. Hayden, P.E., 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 _____, 20_____.

Notary Public In and For The State of Texas

Notary's Printed Name

THE STATE OF TEXAS §
COUNTY OF TARRANT §

City Acknowledgement

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared James F. Parajon, FAICP, 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 Deputy City Manager thereof, and for the purposes and consideration therein expressed.

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

Notary Public In and For The State of Texas

Notary's Printed Name

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

Project Name: _____

Project No: _____ Date: _____

LEGEND

* Answer with "YES" or "NO"

- AI - Native American (AI)
- NW - Native American, Women-Owned (NW)
- AS - Asian (AS)
- AW - Asian, Women-Owned (AW)
- BL - Black (BL)
- BW - Black, Women-Owned (BW)
- HI - Hispanic (HI)
- HW - Hispanic, Women-Owned (HW)
- WO - Women-Owned (WO)

Other _____

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

LIST ALL SUBS:

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

ATTACHMENT "A"



Mr. Lee Jeffrey, E.I.T.
 Storm Water Management
CITY OF ARLINGTON
 Mail Stop 01-0220, 101 W. Abram St.
 Arlington, TX 76010

Re: Wimbledon and Mayfield Drainage Improvements
 Scope and Fee

Dear Mr. Jeffrey,

Hayden Consultants, Inc. is pleased to submit this proposal to provide professional services relating to the improvements listed in "Exhibit 'A'-Scope of Services" for the referenced project as provided by the City of Arlington.

COMPENSATION

The Basic Service Fee of: \$ 53,070.00 is based upon the Estimate of Probable Construction Cost, in the amount of : \$ 512,600.00 for Wimbledon Drive.
 The Basic Service Fee of: \$ 28,110.00 is based upon the Estimate of Probable Construction Cost, in the amount of : \$ 129,500.00 for Mayfield Road.

The proposed combined fee is as follows:

	Total Wimbledon	Total Mayfield
BASIC SERVICES		
Research and Data Collection	\$ 990.00	\$ 990.00
Topographic/Boundary Survey	\$ 5,800.00	\$ 4,080.00
Preliminary Design	\$ 29,400.00	\$ 13,320.00
Final Design	\$ 13,400.00	\$ 6,740.00
Bid Phase Services	\$ 1,480.00	\$ 980.00
Construction Administration - Advisor	\$ 2,000.00	\$ 2,000.00
<i>Sub-total</i>	\$ 53,070.00	\$ 28,110.00
SPECIAL SERVICES		
R.O.W. Acquisition/Easement Survey	\$ 9,000.00	\$ 9,000.00
Reimbursables	\$ 2,000.00	\$ 2,000.00
<i>Sub-total</i>	\$ 11,000.00	\$ 11,000.00
SUBTOTAL FEE	\$ 64,070.00	\$ 39,110.00
TOTAL FEE (not to exceed)	\$103,180.00	

Both a "Conceptual Probable Construction Cost Summary" and an "Estimate of Projected Man hour/Costs" for Wimbledon and Mayfield are attached for your reference as additional information regarding our proposal.

SCHEDULE

Hayden Consultants, Inc. acknowledges the importance to the City of Arlington of the project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule. The City of Arlington understands, however, that Hayden Consultants, Inc. performance must be governed by sound professional practices.

Barring unforeseen circumstances beyond the control of Hayden Consultants, Inc. we would anticipate completion and delivery of the services previously described in accordance with the schedule below. Hayden Consultants, Inc. anticipates two (2) weeks of review time by the City of Arlington after each submittal, but that time is not reflected in the schedule shown below.

		Wimbledon	Mayfield
Phase I	(Topographic/Boundary Survey)	3 weeks	3 weeks
Phase II	(Preliminary Design)	8 weeks	8 weeks
Phase III	(Pre-Final Design)	6 weeks	6 weeks
Phase IV	(Final Design)	4 weeks	4 weeks
Total		21 weeks	21 weeks

Hayden Consultants, Inc. is pleased to have this opportunity to submit this proposal and look forward to working with you on this project. If you have any questions or would like any additional information, please do not hesitate to call me.

Sincerely,

Colin G. Blankenship

Colin Blankenship, P.E.
5005 Greenville Ave., Suite 100A
Dallas, TX 75206
214-753-8104 (Direct)
214-750-9329 (Fax)

BASIC SERVICES

1. Kickoff and Utility Coordination	Principal HCI Rate \$ 170.00		PM/RPLS HCI Rate \$ 140.00		Project Engineer HCI Rate \$ 130.00		Design Tech/EIT/SIT HCI Rate \$ 110.00		CADD Tech HCI Rate \$ 90.00		Survey Crew (2-Man) HCI Rate \$ 125.00		Admin. Asst. HCI Rate \$ 85.00		TOTAL	
	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost
Kick Off Meeting		\$ -	1	\$ 140.00	1	\$ 130.00		\$ -		\$ -		\$ -		\$ -	2	\$ 270.00
Site Visit (1)		\$ -		\$ -	3	\$ 390.00	3	\$ 330.00		\$ -		\$ -		\$ -	6	\$ 720.00
Subtotal HCI	0	\$ -	1	\$ 140.00	4	\$ 520.00	3	\$ 330.00	0	\$ -	0	\$ -	0	\$ -	8	\$ 990.00

h	Survey Crew (2-Man) HCI Rate \$ 125.00		Admin. Asst. HCI Rate \$ 85.00		TOTAL	
	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost
-	4	\$ 500.00		\$ -	8	\$ 1,000.00
360.00	16	\$ 2,000.00		\$ -	26	\$ 3,080.00
360.00	20	\$ 2,500.00		\$ -		
Topographic and Boundary Survey Total	34	\$ 4,080.00				

2. Topographic and Boundary Survey Total	Principal HCI Rate \$ 170.00		PM/RPLS HCI Rate \$ 140.00		Project Engineer HCI Rate \$ 130.00		Design Tech/EIT/SIT HCI Rate \$ 110.00		CADD Tech HCI Rate \$ 90.00	
	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost
Establish Horizontal and Vertical Control		\$ -	2	\$ 280.00		\$ -	2	\$ 220.00		\$ -
Topographic and Boundary Survey		\$ -	2	\$ 280.00		\$ -	4	\$ 440.00		\$ -
Subtotal HCI	0	\$ -	4	\$ 560.00	0	\$ -	6	\$ 660.00	4	\$ 360.00

h	Survey Crew (2-Man) HCI Rate \$ 125.00		Admin. Asst. HCI Rate \$ 85.00		TOTAL	
	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost
720.00		\$ -		\$ -	12	\$ 1,160.00
720.00		\$ -		\$ -	14	\$ 1,420.00
160.00		\$ -		\$ -	48	\$ 4,980.00
080.00		\$ -		\$ -	20	\$ 2,040.00
540.00		\$ -		\$ -	10	\$ 1,020.00

3. Preliminary Engineering Plans (60%)	Principal HCI Rate \$ 170.00		PM/RPLS HCI Rate \$ 140.00		Project Engineer HCI Rate \$ 130.00		Design Tech/EIT/SIT HCI Rate \$ 110.00		CADD Tech HCI Rate \$ 90.00	
	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost
Prepare Cover, General Notes, & Quantity Sheets		\$ -		\$ -		\$ -	4	\$ 440.00		\$ -
Prepare Horizontal and Vertical Control Sheets		\$ -		\$ -	2	\$ 260.00	4	\$ 440.00		\$ -
Prepare Drainage Calculations, Plan, and Profile Sheets		\$ -	2	\$ 280.00	6	\$ 780.00	16	\$ 1,760.00	24	\$ 2,160.00
Prepare Traffic Sequencing Plans		\$ -		\$ -	4	\$ 520.00	4	\$ 440.00	12	\$ 1,080.00
Prepare Erosion Control Plan Sheets		\$ -		\$ -	2	\$ 260.00	2	\$ 220.00	6	\$ 540.00

\$ -	4	\$ 440.00		\$ -		\$ -	5	\$ 580.00
2		\$ 260.00		\$ -		\$ -	6	\$ 880.00
\$ -		\$ -		\$ -		\$ -	8	\$ 720.00
16		\$ 2,080.00	34		\$ 3,740.00	58		\$ 5,220.00
						0		\$ -
Preliminary Engineering Plans (60%) 123 \$ 13,320.00								

Prepare Engineer's Estimate of Probable Cost		\$ -		\$ -	1	\$ 140.00
Coordination Meetings with City of Arlington	2	\$ 340.00	2	\$ 280.00		\$ -
QA/QC	4	\$ 680.00	4	\$ 560.00		\$ -
Subtotal HCI	6	\$ 1,020.00	9	\$ 1,260.00	6	\$ 840.00

Project Engineer	Design Tech/EIT/SIT HCI Rate \$ 110.00		CADD Tech HCI Rate \$ 90.00		Survey Crew (2-Man) HCI Rate \$ 125.00		Admin. Asst. HCI Rate \$ 85.00		TOTAL	
	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost
	2	\$ 220.00		\$ -		\$ -		\$ -	4	\$ 500.00
	8	\$ 880.00	16	\$ 1,440.00		\$ -		\$ -	26	\$ 2,580.00
	6	\$ 780.00		\$ -		\$ -		\$ -	8	\$ 1,060.00
	2	\$ 260.00	2	\$ 220.00		\$ -		\$ -	4	\$ 480.00
	2	\$ 260.00		\$ -		\$ -		\$ -	6	\$ 880.00
		\$ -		\$ -		\$ -		\$ -	8	\$ 1,240.00
	12	\$ 1,560.00	12	\$ 1,320.00	16	\$ 1,440.00	0	\$ -	0	\$ -
Final Engineering Plans (90%-100%) 56 \$ 6,740.00										

4. Final Engineering Plans (90%-100%)	Principal HCI Rate \$ 170.00		PM/RPLS HCI Rate \$ 140.00		Project Engineer HCI Rate \$ 130.00	
	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost
Respond to all previous comments		\$ -	2	\$ 280.00		\$ -
Revise All Sheets		\$ -		\$ -		\$ -
Prepare Final Project Cost Estimate		\$ -	2	\$ 280.00		\$ -
Prepare Special Technical Specifications, as needed		\$ -		\$ -		\$ -
Coordination Meetings with City of Arlington	2	\$ 340.00	2	\$ 280.00		\$ -
QA/QC	4	\$ 680.00	4	\$ 560.00		\$ -
Subtotal HCI	6	\$ 1,020.00	10	\$ 1,400.00	6	\$ 780.00

Principal	PM/RPLS HCI Rate \$ 140.00		Project Engineer HCI Rate \$ 130.00		Design Tech/EIT/SIT HCI Rate \$ 110.00		CADD Tech HCI Rate \$ 90.00		Survey Crew (2-Man) HCI Rate \$ 125.00		Admin. Asst. HCI Rate \$ 85.00		TOTAL	
	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost
		\$ -	2	\$ 280.00		\$ -	2	\$ 220.00		\$ -		\$ -	4	\$ 500.00
		\$ -		\$ -	2	\$ 260.00	2	\$ 220.00		\$ -		\$ -	4	\$ 480.00
	0	\$ -	2	\$ 280.00	2	\$ 260.00	4	\$ 440.00	0	\$ -	0	\$ -	0	\$ -
Bid Phase Services 8 \$ 980.00														

6. Bid Phase Services	
Attend Pre-Bid Meeting	
Respond to Pre-Bid Questions, as needed	
Subtotal HCI	8 \$ 980.00

Principal	PM/RPLS HCI Rate \$ 140.00		Project Engineer HCI Rate \$ 130.00		Design Tech/EIT/SIT HCI Rate \$ 110.00		CADD Tech HCI Rate \$ 90.00		Survey Crew (2-Man) HCI Rate \$ 125.00		Admin. Asst. HCI Rate \$ 85.00		TOTAL	
	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost
		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Construction Advisory Services (NOT TO EXCEED) \$ 2,000.00														

6. Construction Advisory Services	
Respond to RFI's*	
Site Visits with City and Contractor	
*RFI's are for non-design error items.	

Principal	PM/RPLS HCI Rate \$ 140.00		Project Engineer HCI Rate \$ 130.00		Design Tech/EIT/SIT HCI Rate \$ 110.00		CADD Tech HCI Rate \$ 90.00		Survey Crew (2-Man) HCI Rate \$ 125.00		Admin. Asst. HCI Rate \$ 85.00		TOTAL	
	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost
		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -

SPECIAL SERVICES

1. R.O.W. Acquisition/Easement Survey	

BASIC SERVICES

1. Kickoff and Utility Coordination	Principal HCI Rate \$ 170.00		PM/RPLS HCI Rate \$ 140.00		Project Engineer HCI Rate \$ 130.00		Design Tech/EIT/SIT HCI Rate \$ 110.00		CADD Tech HCI Rate \$ 90.00		Survey Crew (2-Man) HCI Rate \$ 125.00		Admin. Asst. HCI Rate \$ 85.00		TOTAL			
	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost		
Kick Off Meeting		\$ -	1	\$ 140.00		\$ -	1	\$ 130.00		\$ -		\$ -		\$ -		\$ -	2	\$ 270.00
Site Visit (1)		\$ -		\$ -	3	\$ 390.00	3	\$ 330.00		\$ -		\$ -		\$ -		\$ -	6	\$ 720.00
Subtotal HCI	0	\$ -	1	\$ 140.00	4	\$ 520.00	3	\$ 330.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	8	\$ 990.00

Kickoff and Utility Coordination

8 \$ 990.00

2. Topographic and Boundary Survey Total	Principal HCI Rate \$ 170.00		PM/RPLS HCI Rate \$ 140.00		Project Engineer HCI Rate \$ 130.00		Design Tech/EIT/SIT HCI Rate \$ 110.00		CADD Tech HCI Rate \$ 90.00		Survey Crew (2-Man) HCI Rate \$ 125.00		Admin. Asst. HCI Rate \$ 85.00		TOTAL	
	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost
Horizontal and Vertical Control		\$ -	2	\$ 280.00		\$ -	2	\$ 220.00		\$ -	4	\$ 500.00		\$ -	8	\$ 1,000.00
Boundary Survey		\$ -	2	\$ 280.00		\$ -	4	\$ 440.00	12	\$ 1,080.00	24	\$ 3,000.00		\$ -	42	\$ 4,800.00
Subtotal HCI	0	\$ -	4	\$ 560.00	0	\$ -	6	\$ 660.00	12	\$ 1,080.00	28	\$ 3,500.00	0	\$ -	50	\$ 5,800.00

Topographic and Boundary Survey Total

50 \$ 5,800.00

3. Preliminary Engineering Plans (60%)	Principal HCI Rate \$ 170.00		PM/RPLS HCI Rate \$ 140.00		Project Engineer HCI Rate \$ 130.00		Design Tech/EIT/SIT HCI Rate \$ 110.00		CADD Tech HCI Rate \$ 90.00		Survey Crew (2-Man) HCI Rate \$ 125.00		Admin. Asst. HCI Rate \$ 85.00		TOTAL	
	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost
General Notes, & Quantity		\$ -		\$ -		\$ -	4	\$ 440.00	8	\$ 720.00		\$ -		\$ -	12	\$ 1,160.00
Horizontal and Vertical Control Sheets		\$ -		\$ -	4	\$ 520.00	8	\$ 880.00	16	\$ 1,440.00		\$ -		\$ -	28	\$ 2,840.00
Grading Sheets		\$ -		\$ -	8	\$ 1,040.00	8	\$ 880.00	16	\$ 1,440.00		\$ -		\$ -	32	\$ 3,360.00
Grading Sheets with Grading		\$ -	2	\$ 280.00	8	\$ 1,040.00	24	\$ 2,640.00	32	\$ 2,880.00		\$ -		\$ -	66	\$ 6,840.00
Grading Calculations, Plan, and Profile		\$ -	2	\$ 280.00	8	\$ 1,040.00	20	\$ 2,200.00	36	\$ 3,240.00		\$ -		\$ -	66	\$ 6,760.00

Prepare Cover, G
Sheets
Prepare Horizontal
Prepare Removal
Prepare Paving S
Prepare Drainage
Sheets

1.00	6	\$ 540.00		\$ -		\$ -	24	\$ 2,740.00	
1.00	8	\$ 720.00		\$ -		\$ -	14	\$ 1,420.00	
1.00		\$ -		\$ -		\$ -	7	\$ 840.00	
1.00		\$ -		\$ -		\$ -	16	\$ 2,200.00	
1.00		\$ -		\$ -		\$ -	8	\$ 1,240.00	
1.00	122	\$ 10,980.00	0	\$ -	0	\$ -			
Preliminary Engineering Plans (60%)								273	\$ 29,400.00

Prepare Traffic Sequencing Plans		\$ -		\$ -	2	\$ 280.00	8	\$ 1,040.00	8	\$ 880.00
Prepare Erosion Control Plan Sheets		\$ -		\$ -		\$ -	2	\$ 260.00	4	\$ 440.00
Prepare Engineer's Estimate of Probable Cost		\$ -		\$ -	1	\$ 140.00	2	\$ 260.00	4	\$ 440.00
Coordination Meetings with City of Arlington	4	\$ 690.00	4	\$ 560.00	4	\$ 520.00	4	\$ 520.00	4	\$ 440.00
QA/QC	4	\$ 690.00	4	\$ 560.00		\$ -		\$ -		\$ -
Subtotal HCI	8	\$ 1,360.00	15	\$ 2,100.00	44	\$ 5,720.00	64	\$ 9,240.00		

4. Final Engineering Plans (90%-100%)	Principal HCI Rate \$ 170.00		PM/RPLS HCI Rate \$ 140.00		Project Engineer HCI Rate \$ 130.00		Design Tech/EIT/SIT HCI Rate \$ 110.00		CADD Tech HCI Rate \$ 90.00		Survey Crew (2-Man) HCI Rate \$ 125.00		Admin. Asst. HCI Rate \$ 85.00		TOTAL	
	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost
Respond to all previous comments		\$ -	4	\$ 560.00		\$ -	2	\$ 260.00	4	\$ 440.00		\$ -		\$ -	2	\$ 220.00
Revise All Sheets		\$ -	2	\$ 280.00	4	\$ 520.00	24	\$ 2,640.00		\$ -		\$ -		\$ -	8	\$ 880.00
Prepare Final Project Cost Estimate		\$ -		\$ -	2	\$ 280.00	6	\$ 780.00		\$ -		\$ -		\$ -		\$ -
Prepare Special Technical Specifications, as needed		\$ -		\$ -	4	\$ 560.00	4	\$ 520.00		\$ -		\$ -		\$ -		\$ -
Coordination Meetings with City of Arlington	4	\$ 690.00	4	\$ 560.00	4	\$ 520.00	4	\$ 520.00	4	\$ 440.00		\$ -		\$ -	4	\$ 440.00
QA/QC	4	\$ 690.00	4	\$ 560.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Subtotal HCI	8	\$ 1,360.00	20	\$ 2,800.00	18	\$ 2,340.00	30	\$ 3,300.00								

5. Bid Phase Services	Principal HCI Rate \$ 170.00		PM/RPLS HCI Rate \$ 140.00		Project Engineer HCI Rate \$ 130.00		Design Tech/EIT/SIT HCI Rate \$ 110.00		CADD Tech HCI Rate \$ 90.00		Survey Crew (2-Man) HCI Rate \$ 125.00		Admin. Asst. HCI Rate \$ 85.00		TOTAL	
	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost
Meeting		\$ -	2	\$ 280.00		\$ -	2	\$ 220.00		\$ -		\$ -		\$ -	4	\$ 500.00
Pre-Bid Questions, as needed		\$ -	2	\$ 280.00	2	\$ 260.00	4	\$ 440.00		\$ -		\$ -		\$ -	8	\$ 960.00
Subtotal HCI	0	\$ -	4	\$ 560.00	2	\$ 260.00	6	\$ 660.00	0	\$ -	0	\$ -	0	\$ -	12	\$ 1,480.00

Attend Pre-Bid
Respond to Pr

6. Construction Advisory Services	Principal HCI Rate \$ 170.00		PM/RPLS HCI Rate \$ 140.00		Project Engineer HCI Rate \$ 130.00		Design Tech/EIT/SIT HCI Rate \$ 110.00		CADD Tech HCI Rate \$ 90.00		Survey Crew (2-Man) HCI Rate \$ 125.00		Admin. Asst. HCI Rate \$ 85.00		TOTAL	
	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost
City and Contractor		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Drawings After Construction		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Subtotal HCI	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -

Respond to RF
Site Visits with
Provide Recor

non-design error items.

*RFI's are for

SPECIAL SERVICES

1. R.O.W. Acquisition/Easement Survey	Principal HCI Rate \$ 170.00		PM/RPLS HCI Rate \$ 140.00		Project Engineer HCI Rate \$ 130.00		Design Tech/EIT/SIT HCI Rate \$ 110.00		CADD Tech HCI Rate \$ 90.00		Survey Crew (2-Man) HCI Rate \$ 125.00		Admin. Asst. HCI Rate \$ 85.00		TOTAL	
	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost
Optional Parcel Takes (3 Total @ \$3000 ea.) - as needed		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Subtotal HCI	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -

Optional Parcel Takes (3 Total @ \$3000 ea.) - as needed		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Subtotal HCI	0	\$ -														

Exhibit "A"
SCOPE OF SERVICES
FOR
DRAINAGE IMPROVEMENTS AT W. MAYFIELD ROAD AND WOODSIDE DRIVE

PROJECT DESCRIPTION:

This project includes preliminary and final design and construction related professional engineering services for:

W. Mayfield Rd. at Woodside Dr. – Install new 24" cross culvert across Mayfield Road at Danbury Drive.

Install new 60" storm pipe to replace the existing 30" pipe at Mayfield Rd. and Woodside Dr.

Install new 30" storm pipe to replace the existing 24" pipe that crosses from Danbury Dr. just north of Alameda to the concrete lined channel.

Upsize two (2) existing 5 foot inlets with 10 foot inlets on Danbury

BASIC SERVICES:

A. Kickoff and Utility Coordination –

1. Meet with City of Arlington engineering staff and obtain design criteria, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, and other information available for the project area.
2. Meet with the City of Arlington project manager and conduct an on-site review and walk through

B. Topographic and Boundary Survey –

1. Prepare a preliminary list of right-of-way parcels and easements necessary to construct the project (if any). Submit to the City of

Arlington as soon as possible by no later than the preliminary plan submittal.

2. Meet with the City of Arlington Staff to determine easement and right-of-way requirements for preparation of field notes and exhibits.
3. Establish a horizontal and vertical control network and project control baseline for the project areas as required by the City of Arlington.
4. Tie right-of-way lines and corners, property lines and corners, fence lines, trees 4-inches in diameter and larger, edges of pavements and all other visible surface features to the project control baseline. Locate existing franchise utilities through dig-test, survey identification and plan research and reference by utility name (i.e. Oncor Elec., Verizon Telephone, Atmos Gas, Time Warner Cable, Etc.).
5. Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), and all other visible improvements as needed within the project areas for the design.
6. Provide roadway cross sections at a fifty-foot (50') interval, and at all existing driveway, alley and lead sidewalk locations relative to the project existing/apparent baseline. Each cross-section shall include an elevation at the existing top of curbs, existing ROW lines and extend 10' beyond the existing ROW.
7. Identify the street address of all adjacent properties to the proposed construction and show on drawings.

C. Preliminary Design (60%) –

1. Prepare preliminary construction plans (Sheet size 22" x 34"). Prepare the following sheets at the engineering scale indicated:
 - Cover sheet.
 - Project Horizontal and Vertical Control sheets. Scale 1"= 100'.
 - General Notes
 - Quantity sheet (by individual location and sheet by sheet).
 - Drainage Area Map 1" = 100'
 - Plan sheets for drainage improvements (scale 1"=20' horizontal and 1"=5' vertical). Sheets should show: all existing utilities; property addresses, property owners, with individual lot property lines; easements; public ROW lines; horizontal alignment of existing and proposed City pipelines; plan view of existing and proposed waterlines; sidewalks, driveways, barrier free ramps.
 - Traffic Sequencing and Construction Phasing (scale 1" = 60'). Sheets should include written narrative of construction phasing sequence as well as include sheets indicating design elements to be constructed for each phase. All temporary signage, striping,

detours are to be designed by the construction contractor, conform to the latest version of the TMUTCD, and be submitted to the City of Arlington for approval.

- Erosion control plan sheets (1" = 100')
2. Prepare preliminary engineer's estimate of probable cost and develop engineer's estimate of construction quantities.
 3. Submit four (4) sets (22"x34") and four (4) sets (11"x17") of preliminary plans. Preliminary plans will also be provided in electronic (PDF) format.

D. Final Design (90%-100%) –

1. Revise preliminary plans incorporating comments from the City of Arlington. Return City markup sets with every review.
2. Incorporate comments from the utility companies.
3. Finalize construction plans for proposed improvements.
4. Finalize special technical specifications and special conditions (if any).
5. Incorporate applicable standard details requested by the City into the construction plans and prepare additional details as required.
6. Take off final construction quantities and prepare final construction cost estimates.
7. Submit four (4) sets (22"x34") and four (4) sets (11"x17") of, special technical specifications (if any), bid item descriptions, final statement of probable construction cost to the City for review, and signed and sealed electronic copy (PDF) of final plans.
8. Incorporate City final comments into the plans and bid documents.

E. Bid Phase Services –

1. Submit one signed and sealed pdf containing all the plan sheets and a folder containing pdfs of each individual sheet to the City project manager.
2. Attend a pre-bid meeting and assist the City with bidder's questions and interpreting bid documents.
3. The City will prepare all bid documents as well as any addenda.
4. Provide four (4) sets (22"x34") and four (4) sets (11"x17") final construction plans to the City for construction. Conformed drawings will also be provided in electronic (PDF and DWG) format.

F. Construction Advisory Services –

1. Provide written responses to requests for information or clarifications.
2. Prepare plan and quantity revisions as required for change orders. The City of Arlington will prepare the actual change order and get it executed by the contractor.
3. The City will create “Record Drawings” based upon mark-ups and information provided by the construction contractor(s).

SPECIAL SERVICES:

A. Right-of-Way and Easement Surveying –

1. Prepare a metes and bounds description and an 8-1/2” x 11” exhibit for right-of-way take or easement on a per tract basis. Deliver three (3) reviewed and approved originals to the City, if necessary.
2. Prepared exhibits will be delivered with the field notes first and drawings second.

B. Reimbursibles –

- Includes but is not limited to mileage as well as color and black and white reprographics of plans or exhibits

PROJECT EXCLUSIONS

1. Water or Wastewater design/improvements
2. Cycle track or bike lane improvements
3. Obtaining necessary permits
4. Expert witness services
5. Construction inspection
6. Permitting fees
7. Negotiations or scheduling with franchise utility companies
8. Signal design
9. Structural design
10. R.O.W. negotiations

11. Soil investigation or geotechnical report
12. Irrigation plans or details
13. Planting/landscaping plans or details (except calling out "block sod" on paving plans)
14. Submittal for TAS review of drawings and final site inspection
15. Illumination design
16. Temporary signals not anticipated as part of the traffic control plan
17. Paving design
18. Public Meetings

Exhibit "A"
SCOPE OF SERVICES
FOR
DRAINAGE IMPROVEMENTS AT WIMBLEDON DRIVE AT S. BOWEN ROAD

PROJECT DESCRIPTION:

This project includes preliminary and final design and construction related professional engineering services for:

Wimbledon Drive at S. Bowen Road – Install new drainage system from the adjacent alleyway on Kingsford Ct. that ultimately outfalls through private property into Rush Creek.

Paving design of two (2) alleyways as indicated on Exhibit 7 of the Preliminary Engineering Analysis Wimbledon Drive at S. Bowen Road submitted by Hayden Consultants on October 5, 2015. Other paving that is impacted by the installation of the new storm system will not be designed and will be replaced by panel to match existing grades.

BASIC SERVICES:

A. Kickoff and Utility Coordination –

1. Meet with City of Arlington engineering staff and obtain design criteria, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, and other information available for the project area.
2. Meet with the City of Arlington project manager and conduct an on-site review and walk through.

B. Topographic and Boundary Survey –

1. Prepare a preliminary list of right-of-way parcels and easements necessary to construct the project (if any). Submit to the City of Arlington as soon as possible by no later than the preliminary plan submittal.

2. Meet with the City of Arlington Staff to determine easement and right-of-way requirements for preparation of field notes and exhibits.
3. Establish a horizontal and vertical control network and project control baseline for the project areas as required by the City of Arlington.
4. Tie right-of-way lines and corners, property lines and corners, fence lines, trees 4-inches in diameter and larger, edges of pavements and all other visible surface features to the project control baseline. Locate existing franchise utilities through dig-test, survey identification and plan research and reference by utility name (i.e. Oncor Elec., Verizon Telephone, Atmos Gas, Time Warner Cable, Etc.).
5. Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), and all other visible improvements as needed within the project areas for the design.
6. Provide roadway cross sections at a fifty-foot (50') interval, and at all existing driveway, alley and lead sidewalk locations relative to the project baseline. Each cross-section shall include an elevation at the existing top of curbs, existing ROW lines and extend 10' beyond the existing ROW.
7. Identify the street address of all adjacent properties to the proposed construction and show on drawings.

C. Preliminary Design (60%) –

1. Prepare preliminary construction plans (Sheet size 22" x 34"). Prepare the following sheets at the engineering scale indicated:
 - Cover sheet.
 - Project Horizontal and Vertical Control sheets. Scale 1"= 100'.
 - General Notes
 - Quantity sheet (by individual location and sheet by sheet).
 - Drainage Area Map 1" = 100'
 - Plan sheets for drainage improvements (scale 1"=20' horizontal and 1"=5' vertical). Sheets should show: all existing utilities; property addresses, property owners, with individual lot property lines; easements; public ROW lines; horizontal alignment of existing and proposed City pipelines; plan view of existing and proposed waterlines; sidewalks, driveways, barrier free ramps.
 - Traffic Sequencing and Construction Phasing (scale 1" = 60'). Sheets should include written narrative of construction phasing sequence as well as include sheets indicating design elements to be constructed for each phase. All temporary signage, striping, detours are to be designed by the construction contractor, conform

to the latest version of the TMUTCD, and be submitted to the City of Arlington for approval.

- Erosion control plan sheets (1" = 100')
2. Prepare preliminary engineer's estimate of probable cost and develop engineer's estimate of construction quantities.
 3. Submit four (4) sets (22"x34") and four (4) sets (11"x17") of preliminary plans. Preliminary plans will also be provided in electronic (PDF) format.

D. Final Design (90%-100%) –

1. Revise preliminary plans incorporating comments from the City of Arlington. Return City markup sets with every review.
2. Incorporate comments from the utility companies.
3. Finalize construction plans for proposed improvements.
4. Finalize special technical specifications and special conditions (if any).
5. Incorporate applicable standard details requested by the City into the construction plans and prepare additional details as required.
6. Take off final construction quantities and prepare final construction cost estimates.
7. Submit four (4) sets (22"x34") and four (4) sets (11"x17") of, special technical specifications, bid item descriptions, final statement of probable construction cost to the City for review, and signed and sealed electronic copy (PDF) of final plans.
8. Incorporate City final comments into the plans and bid documents.

E. Bid Phase Services –

1. Submit one signed and sealed pdf containing all the plan sheets and a folder containing pdfs of each individual sheet to the City project manager.
2. Attend a pre-bid meeting and assist the City with bidder's questions and interpreting bid documents.
3. The City will prepare all bid documents as well as any addenda.
4. Provide four (4) sets (22"x34") and four (4) sets (11"x17") final construction plans to the City for construction. Conformed drawings will also be provided in electronic (PDF and DWG) format.

F. Construction Advisory Services –

1. Provide written responses to requests for information or clarifications.
2. Prepare plan and quantity revisions as required for change orders. The City of Arlington will prepare the actual change order and get it executed by the contractor.
3. The City will create “Record Drawings” based upon mark-ups and information provided by the construction contractor(s).

SPECIAL SERVICES:

A. Right-of-Way and Easement Surveying –

1. Prepare a metes and bounds description and an 8-1/2” x 11” exhibit for right-of-way take or easement on a per tract basis. Deliver three (3) reviewed and approved originals to the City, if necessary.
2. Prepared exhibits will be delivered with the field notes first and drawings second.

B. Reimbursibles –

- Includes but is not limited to mileage as well as color and black and white reprographics of plans or exhibits

PROJECT EXCLUSIONS

1. Water or Wastewater design/improvements
2. Cycle track or bike lane improvements
3. Obtaining necessary permits
4. Expert witness services
5. Construction inspection
6. Permitting fees
7. Negotiations or scheduling with franchise utility companies
8. Signal design
9. Structural design
10. R.O.W. negotiations
11. Soil investigation or geotechnical report
12. Irrigation plans or details
13. Planting/landscaping plans or details (except calling out “block sod” on paving plans)
14. Submittal for TAS review of drawings and final site inspection

15. Illumination design
16. Temporary signals not anticipated as part of the traffic control plan
17. Public meetings
18. Paving design, other than the two (2) alleys shown in Exhibit 7 of the report mentioned in the project description of this Exhibit "A"

03/15/16

Page 5

END OF DOCUMENT

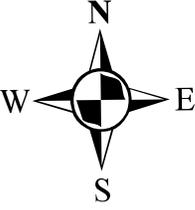
(34)

137



"This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries."

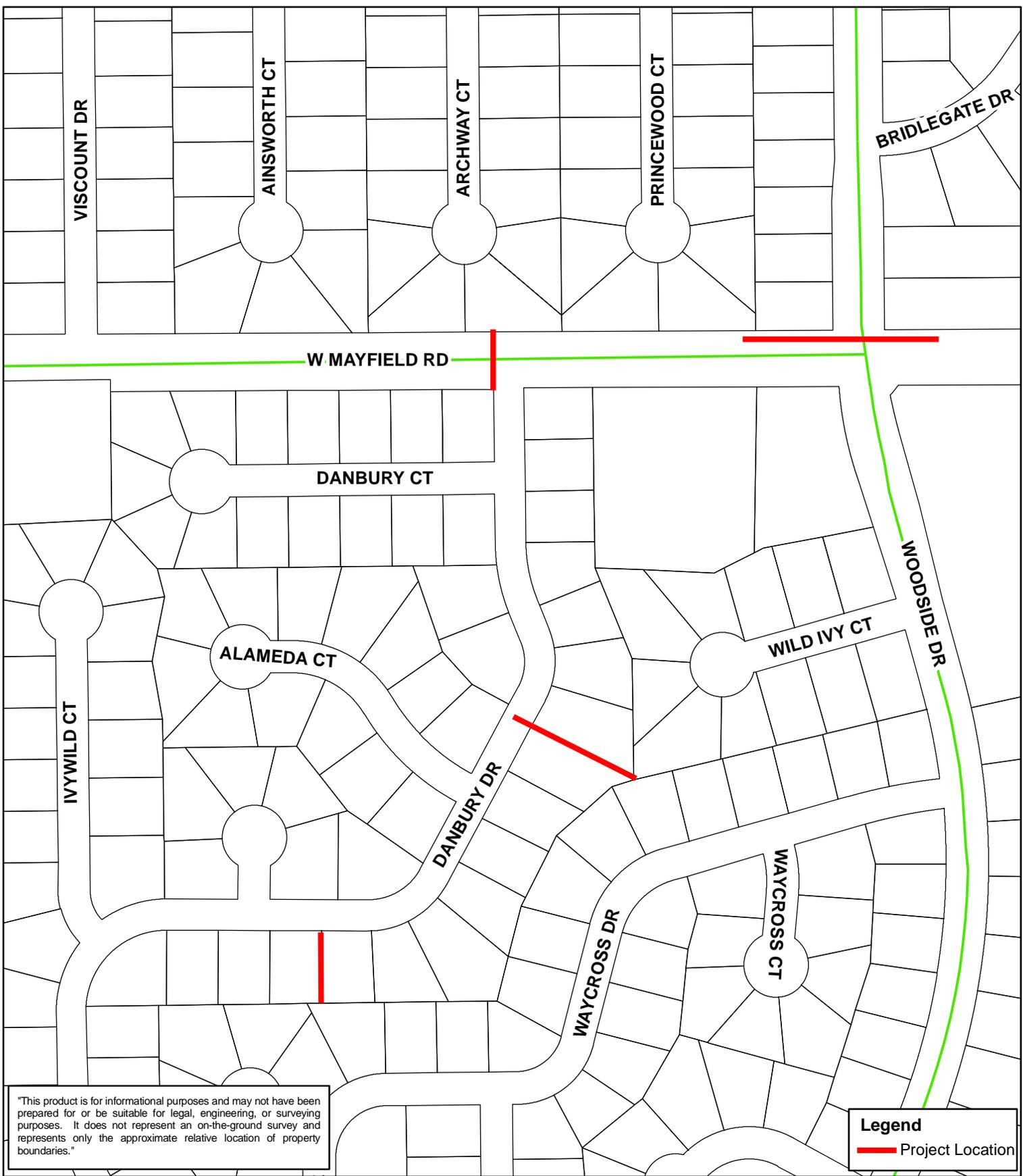
Legend
 Project Location



Mayfield & Wimbledon Drainage Improvements
Project No. PWDR14011
Location Map

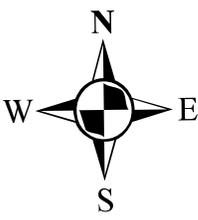


Prepared By:
 PWT Engineering Operations
 3/17/2016



"This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries."

Legend
 Project Location



Mayfield Drainage Improvements

Project No. PWDR14011

Location Map



Prepared By:
 PWT Engineering Operations
 3/17/2016

Staff Report



Contract Modification No. 1 to the Design-Build Contract for the California Lane Police Service Center Site Security Improvements; Project No. CMPD16001	
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City Council Meeting Date: 05/10/16	Action Being Considered: Minute Order
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RECOMMENDATION

Authorize the execution of Contract Modification No. 1 to the Design-Build Contract with I.S. Construction Group, LLC, of Fort Worth, Texas, establishing the Guaranteed Maximum Price (GMP) for construction and associated infrastructure in the amount of \$273,061.

PRIOR BOARD OR COUNCIL ACTION

On August 4, 2015, City Council approved Resolution No. 15-154 authorizing the design-build service delivery method for renovation of existing City of Arlington facilities for site access security improvements.

ANALYSIS

On October 2, 2015, a contract was executed with I.S. Construction Group, LLC, for Phase 1 of the Design-Build contract for design services in the amount of \$18,032.

I.S. Construction Group, LLC, has reviewed the construction documents prepared by the design team under their contract, and has received bids from sub-contractors and suppliers for the construction phase. I.S. Construction Group, LLC, has presented a GMP for Phase 2 of their contract in the amount \$273,061. This cost includes complete installation of two hydraulic vertical pivot gates and chain link fence. Staff recommends the City Council approve the amendment establishing the GMP for the construction phase of this project.

FINANCIAL IMPACT

Funding is available in the UASI (Urban Area Security Initiative) Grant Account No. 228601-68100-228944. Execution of the contract is contingent on final grant approval by the State.

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
\$273,061	\$0	\$0

ADDITIONAL INFORMATION

Attached:	Contract Modification No. 1
Under Separate Cover:	None
Available in City Secretary's Office:	None

STAFF CONTACT(S)

David Wynn, P.E., Interim Director
Public Works & Transportation
817-459-6560
David.Wynn@arlingtontx.gov

Alf Bumgardner, AIA, LEED AP
Construction Manager
817-459-6558
Alf.Bumgardner@arlingtontx.gov

Will Johnson
Police Chief
817-459-5717

Larry Barclay, Special Projects
Homeland Sec./Spec. Events Section
817-459-5602

Will.Johnson@arlingtontx.gov

Larry.Barclay@arlingtontx.gov

THE STATE OF TEXAS §

THE COUNTY OF TARRANT § CONTRACT MODIFICATION

THIS CONTRACT MODIFICATION is made and entered into this 10th day of May, 2016, by and between the CITY OF ARLINGTON, Tarrant County, Texas, a municipal corporation, hereinafter called "CITY" and I. S. CONSTRUCTION GROUP, LLC, hereinafter called "DESIGN/BUILDER", located in Fort Worth, Texas.

WITNESSETH:

WHEREAS, On October 2, 2015, CITY and I. S. CONSTRUCTION GROUP, LLC executed a contract (hereinafter referred to as "the Contract") for Design/Build Services relative to Design/Build services for the Police Auxiliary Storage Fence and Gate project; and

WHEREAS, the project requires the Exhibit E, Table of Contents and Exhibit F Index of Drawings for Construction. NOW THEREFORE,

The Contract is incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Contract shall remain unchanged and shall remain in full force and effect. In consideration of the foregoing, and for other good and valuable consideration, the parties agree as follows:

I.

That the scope of work shall be changed to include Table of Contents and Index of Drawings for Construction for this project.

II.

That the compensation for the this addition of Exhibit E and Exhibit F shall remain the same amount to the DESIGN/BUILDER in an amount not to exceed two hundred seventy-three thousand sixty one dollars and zero cents (\$273,061.00), which will be in addition to the original contract amount and any other additional work authorized. With this modification total contract amount will remain the same amount not to exceed two hundred ninety-one thousand ninety-three dollars and zero cents. (\$291,093.00).

This Contract Modification shall commence and be effective on the date of execution and will terminate upon the successful completion of the Project.

IN WITNESS WHEREOF, the parties hereto execute this Amendment.

WITNESS:

I. S. CONSTRUCTION GROUP,
LLC

Printed Name _____
Title: _____

ATTEST:

CITY OF ARLINGTON, TEXAS

MARY SUPINO
City Secretary

By: _____
James F. Parajon, FAICP
Deputy City Manager

APPROVED AS TO FORM:
TERRIS SOLIS, City Attorney

By: _____

THE STATE OF TEXAS §

Acknowledgment

THE COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, 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 _____, a duly authorized Texas entity, with its office located in Tarrant County, Texas, and as the president thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

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

My Commission Expires

Notary Public In and For
The State of Texas

Notary's Printed Name

THE STATE OF TEXAS §

City Acknowledgment

THE COUNTY OF TARRANT §

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

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

My Commission Expires

Notary Public In and For
The State of Texas

Notary's Printed Name



I.S. Construction Group, LLC

3009 Sandy Lane • Fort Worth, Texas 76112
817-457-7150 • FAX 817-457-7180

CONSTRUCTION PROPOSAL COA POLICE AUXILIARY FENCE & GATE PROJECT 1207 CALIFORNIA LANE MARCH 4, 2016

- Demo approx. 1,533' existing chain link fence
- Grub & remove existing trees, shrubs & stumps in fence line
- Provide & install approx. 1,533' new 7' tall 9-gauge galvanized chain link fence w/ 3 strand barb wire, razor wire and privacy slats
- Provide & install approx. 1,533' concrete mow strips 24" wide
- Provide & install 26' Ideal Mfg Model HY JD-25-24V tilt away hydraulic vertical pivot gate w/ concrete piers & gate foundation
- Gate to include new hi/lo safety photo eyes, safety loops, exit loop
- Provide & install concrete foundation for card reader enclosure (audio & visual by others)
- Use existing electrical power or, if required, new service to pivot gate
- Provide & install necessary 4" steel pipe concrete filled bollards, painted
- Provide & install non-power slider gate for IT storage access
- Provide & install pedestrian single swing gate
- Our bid includes a \$12,500 owner contingency
- **COST \$273,061**

Staff Report



Contract Modification No. 1 to the Design-Build Contract for the East Arlington Police Service Center Site Security Improvements; Project No. CMPD16001	
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City Council Meeting Date: 05/10/16	Action Being Considered: Minute Order
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RECOMMENDATION

Authorize the execution of Contract Modification No. 1 to the Design-Build Contract with I.S. Construction Group, LLC, of Fort Worth, Texas, establishing the Guaranteed Maximum Price (GMP) for construction and associated infrastructure in the amount of \$247,091.

PRIOR BOARD OR COUNCIL ACTION

On August 4, 2015, City Council approved Resolution No. 15-154 authorizing the design-build service delivery method for renovation of existing City of Arlington facilities for site access security improvements.

ANALYSIS

On October 2, 2015, a contract was executed with I.S. Construction Group, LLC, for Phase 1 of the Design-Build contract for design services in the amount of \$16,032.

I.S. Construction Group, LLC, has reviewed the construction documents prepared by the design team under their contract, and has received bids from sub-contractors and suppliers for the construction phase. I.S. Construction Group, LLC, has presented a GMP for Phase 2 of their contract in the amount \$247,091. This cost includes complete installation of one hydraulic vertical pivot gates and chain link fence. Staff recommends the City Council approve the amendment establishing the GMP for the construction phase of this project.

FINANCIAL IMPACT

Funding is available in UASI (Urban Area Security Initiative) Account No. 228601-68100-22894. Execution of the contract is contingent on final grant approval by the State.

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
\$247,091	\$0	\$0

ADDITIONAL INFORMATION

Attached:	Contract Modification No. 1
Under Separate Cover:	None
Available in City Secretary's Office:	None

STAFF CONTACT(S)

David Wynn, P.E., Interim Director
Public Works & Transportation
817-459-6560
David.Wynn@arlingtontx.gov

Alf Bumgardner, AIA, LEED AP
Construction Manager
817-459-6558
Alf.Bumgardner@arlingtontx.gov

Will Johnson
Police Chief
817-459-5717

Larry Barclay, Special Projects
Homeland Sec./Spec. Events Section
817-459-5602

Will.Johnson@arlingtontx.gov

Larry.Barclay@arlingtontx.gov

THE STATE OF TEXAS §

THE COUNTY OF TARRANT § CONTRACT MODIFICATION

THIS CONTRACT MODIFICATION is made and entered into this 10th day of May, 2016, by and between the CITY OF ARLINGTON, Tarrant County, Texas, a municipal corporation, hereinafter called "CITY" and I. S. CONSTRUCTION GROUP, LLC, hereinafter called "DESIGN/BUILDER", located in Fort Worth, Texas.

WITNESSETH:

WHEREAS, On October 2, 2015, CITY and I. S. CONSTRUCTION GROUP, LLC executed a contract (hereinafter referred to as "the Contract") for Design/Build Services relative to Design/Build services for the East Police Gate and Fence project; and

WHEREAS, the project requires the Exhibit E, Table of Contents and Exhibit F Index of Drawings for Construction. NOW THEREFORE,

The Contract is incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Contract shall remain unchanged and shall remain in full force and effect. In consideration of the foregoing, and for other good and valuable consideration, the parties agree as follows:

I.

That the scope of work shall be changed to include Table of Contents and Index of Drawings for Construction for this project.

II.

That the compensation for the this addition of Exhibit E and Exhibit F shall remain the same amount to the DESIGN/BUILDER in an amount not to exceed two hundred forty-seven thousand ninety-one dollars and zero cents (\$247,091.00), which will be in addition to the original contract amount and any other additional work authorized. With this modification total contract amount will remain the same amount not to exceed two hundred sixty-three thousand one hundred twenty-three dollars and zero cents. (\$263,123.00).

This Contract Modification shall commence and be effective on the date of execution and will terminate upon the successful completion of the Project.

IN WITNESS WHEREOF, the parties hereto execute this Amendment.

WITNESS:

I. S. CONSTRUCTION GROUP,
LLC

Printed Name _____
Title: _____

ATTEST:

CITY OF ARLINGTON, TEXAS

MARY SUPINO
City Secretary

By: _____
James F. Parajon, FAICP
Deputy City Manager

APPROVED AS TO FORM:
TERRIS SOLIS, City Attorney

By: _____

THE STATE OF TEXAS §

Acknowledgment

THE COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, 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 _____, a duly authorized Texas entity, with its office located in Tarrant County, Texas, and as the president thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

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

My Commission Expires

Notary Public In and For
The State of Texas

Notary's Printed Name

THE STATE OF TEXAS §

City Acknowledgment

THE COUNTY OF TARRANT §

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

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

My Commission Expires

Notary Public In and For
The State of Texas

Notary's Printed Name



I.S. Construction Group, LLC

3009 Sandy Lane • Fort Worth, Texas 76112
817-457-7150 • FAX 817-457-7180

CONSTRUCTION PROPOSAL
COA EAST POLICE FENCE & GATE PROJECT
2001 NEW YORK AVE
MARCH 4, 2016

- Demo approx. 1,100 linear feet existing chain link fence
- Grub & remove existing trees, shrubs & stumps in fence line
- Provide & install approx. 1,100' new 7' tall 9-gauge galvanized chain link fence w/ 3 strand barb wire, razor wire and privacy slats
- Provide & install approx. 1,100' concrete mow strips 24" wide
- Provide & install 26' Ideal Mfg Model HY JD-25-24V tilt away hydraulic vertical pivot gate w/ concrete piers & gate foundation
- Gate to include new hi/lo safety photo eyes, safety loops, exit loop
- Provide & install concrete foundation for card reader enclosure (audio & visual by others)
- Use existing electrical power or, if required, new service to pivot gate
- Provide & install necessary 4" steel pipe concrete filled bollards, painted
- Provide & install 36' double swing gate
- Our bid includes a \$12,500 owner contingency
- **COST \$247,091**



Staff Report

Professional Services Contract for Arlington Landfill	
City Council Meeting Date: 5-10-16	Document Being Considered: Minute Order

RECOMMENDATION

Authorizing the City Manager or his designee to execute a consultant services contract with Gershman, Brickner & Bratton, Inc. (GBB), of Fairfax, Virginia, to assist with the existing agreements for the operation and maintenance of the Arlington Landfill in the amount not to exceed \$134,000.

PRIOR BOARD OR COUNCIL ACTION

None.

ANALYSIS

The City owns the Arlington Landfill and has agreements with two contractors to operate the facility. The City has a lease with Republic Waste Services of Texas, Ltd., to provide waste disposal services at the site. In addition, the City has an agreement with a third party energy developer, Renovar Arlington, Ltd., to operate and maintain the landfill's Gas Collection and Control System which is needed to comply with the landfill's permit requirements. Over time, the City has amended the agreements with each party as needed.

Operations at the landfill continue to evolve. In February 2014, the Texas Commission on Environmental Quality (TCEQ) approved a modification to the City's permit for landfill that extends the life of the site until 2065, which is beyond the expiration of the lease agreement with Republic. In addition, expanding and upgrading the gas collection and control system has been necessary to maintain permit compliance.

In January, City staff directly contacted seven solid waste management consulting firms and requested qualifications. The City received one response from GBB and requested a proposal. Engaging the services of GBB would provide expertise needed to assist the City with valuation of the remaining life of the site and review of the Republic and Renovar agreements to identify modifications necessary.

FINANCIAL IMPACT

Funding is available in Solid Waste Operations Account No. 350207-61043.

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
\$134,000	\$0	\$0

ADDITIONAL INFORMATION

Attached:	Consultant Contract
Under separate cover:	None
Available in the Purchasing Division:	None

STAFF CONTACT(S)

David Wynn, P.E., Interim Director Public Works & Transportation 817-459-6560 David.Wynn@arlingtontx.gov	Nora Coronado Assistant Director, Support Services 817-459-6564 Nora.Coronado@arlingtontx.gov
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STATE OF TEXAS §

PROFESSIONAL SERVICES CONTRACT

COUNTY OF TARRANT §

THIS CONTRACT is entered into on this **10th** day of **May, 2016**, by and between the CITY OF ARLINGTON, a municipal corporation located in Tarrant County Texas (hereinafter referred to as "CITY"), acting by and through its City Manager or his designee, and Gershman, Brickner & Bratton, Inc. (GBB), whose address is 8550 Arlington Blvd., Suite 304, Fairfax, Virginia 22031, (hereinafter referred to as "CONSULTANT").

WHEREAS, CITY desires to contract with GBB, for consulting services relative to the Arlington Landfill ("PROJECT"), City of Arlington;

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

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

I.

EMPLOYMENT OF CONSULTANT

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 profession, both public and private, currently practicing in the same locality under similar conditions, including reasonable, informed judgments and prompt, timely actions. 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 or national professional standards.

II.

SCOPE OF SERVICES

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

III.
COMPENSATION

For the satisfactory performance of the professional services described in Exhibit “A”, the City agrees to compensate CONSULTANT on the basis set forth in Exhibit “B”, Fee Estimate, which is attached hereto. It is mutually understood and agreed that compensation for the services will be in an amount not to exceed \$134,000 for the specified services.

CONSULTANT shall submit invoices for services rendered, based upon the percentage complete of the defined services. CITY shall make payments in the amount shown by CONSULTANT approved invoices and other documentation submitted within thirty (30) days of receiving such invoice. 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 of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default. CONSULTANT will fully comply with any and all applicable federal, state and local laws relating to income reporting, including but not limited to Internal Revenue Service Reports.

IV.
OWNERSHIP OF DOCUMENTS

All information prepared or assembled by CONSULTANT under this Contract shall become the sole property of CITY and shall be delivered to CITY, without restriction on future use. CONSULTANT may retain in its files copies of all information and all other pertinent information for the work. Copies may be used for promotional purposes. Concepts and ideas embodied in the information may be freely used by CONSULTANT without restriction. CONSULTANT shall have no liability for changes made to the information and other documents by others subsequent to the completion of the Contract.

V.
TERM

This Contract shall become effective on the date first written above and shall terminate one (1) year from the date of delivery of all the deliverable items unless terminated earlier in accordance with this Contract.

VI.
TERMINATION

CITY may terminate this Contract without cause and without any penalty or liability upon written notice to CONSULTANT. Upon receipt of termination notice, CONSULTANT shall stop all work in progress, including subcontracts. All finished or unfinished documents, data, studies, surveys, drawings, maps, reports, photographs, etc. prepared by CONSULTANT

and all subcontractors will, upon final payment to CONSULTANT, be delivered to CITY and shall become the property of CITY. CITY shall pay CONSULTANT for all work performed in accordance with the provisions of this Contract prior to the date of termination. CONSULTANT shall invoice CITY for all work performed within thirty (30) days of termination notice. CITY shall not be responsible for payment of any invoices received after the expiration of thirty (30) days from notice of termination.

VII. INSURANCE

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 it has obtained all the insurance required under the Contract and such insurance has been approved by CITY; nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an “occurrence” basis, except for Professional Liability. The insurance requirements shall remain in effect throughout the term of this contract. The policy limits stated below are a minimum.

1. Workers’ Compensation, as required by law, Employer’s Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease – each employee and \$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. Commercial Automobile and Truck Liability Insurance, covering any auto or hired and non-owned vehicles, with a combined bodily injury and property damage limit of \$1,000,000 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 and \$2,000,000.00 aggregate. Any such policy of insurance and the Declarations Page therefore shall identify if coverage is being provided on an “occurrence” or “claims-made” basis. If this coverage is being provided on a “claims-made” basis, CONSULTANT must maintain this policy for a period of four (4) years after completion of project, or shall purchase the extended reporting period or “tail coverage” insurance providing equivalent coverage for same period of time.

5. Umbrella Liability Insurance of not less than \$2,000,000.00 per occurrence, following form and drop down provisions included.

Other Insurance Provisions

It is agreed by all parties to this Contract that the insurance policies required under this Contract shall be endorsed to provide:

- (a) The CITY as an additional insured on all applicable policies or coverages with the exception of Professional Liability and Workers' Compensation, and that the policy phrase "other insurance" shall not apply to CITY where CITY is an additional insured on the policy.
- (b) Each policy will require that thirty (30) days prior to the expiration in coverage, a notice thereof shall be given to City to:

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

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

- (c) Be written through companies duly authorized to transact that class of insurance in the State of Texas. Insurance is to be placed with insurers with an A.M. Best rating of no less than A:VII.
- (d) Waive subrogation rights for loss or damage on all policies or coverages (except professional liability) so that insurers have no right to recovery or subrogation against CITY, it being the intention that the required insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies.
- (e) Provide one (1) copy of a Certificate of Insurance completed on an Acord form or other State-approved form evidencing the required coverages to:

City of Arlington
Public Works and Transportation, Mail Stop 01-0220
Attn: Nora Coronado, Assistant Director
P.O. Box 90231
Arlington, Texas 76004-3231

CITY reserves the right to review the insurance requirements of this section during the effective period of the Contract and to adjust insurance coverages and their limits when deemed necessary by the CITY based upon changes in statutory law, court decisions or the claims history of the industry as well as CONSULTANT. Notwithstanding any provisions to the contrary, any adjustments to the insurance coverages and their limits will be based upon the reasonable commercial availability of those coverages and will only be required after the CITY reimburses CONSULTANT for the additional costs of obtaining said changed coverages or limits.

VIII.
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 work space in order to conduct audits in compliance with the provision 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 subcontractor or consultant agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of such consultant or subcontractor involving transaction 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 CONSULTANT or subcontractor reasonable advance notice of intended audits.

IX.
CONSULTANT'S LIABILITY

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

X.
INDEMNIFICATION

CONSULTANT does hereby agree to waive all claims, release, indemnify, defend and hold harmless CITY and all of its officials, officers, agents and employees, in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action which may arise by reason of injury to property or persons occasioned by error, omission,

or negligent act of CONSULTANT, its officers, agents, employees, invitees or other persons, arising out of or in connection with this Agreement or any and all activity or use pursuant to this Agreement, or on or about the Premises and CONSULTANT will, at its own cost and expense, defend and protect CITY from any and all such claims and demands. Also, CONSULTANT agrees to and shall indemnify, defend and hold harmless CITY and all of its officials, officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorney fees for injury to or death of any person or for damage to any property arising out of or in connection with this Agreement or any and all activity or use pursuant to this Agreement on or about the Premises. Such indemnity shall apply whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the CITY, its officers, officials, agents or employees. It is the express intention of the parties hereto that the indemnity provided for in this paragraph is indemnity by CONSULTANT to indemnify and protect CITY from the consequences of CITY's own negligence, whether that negligence is a sole or concurring cause of the injury, death or damage.

XI.
INDEPENDENT CONTRACTOR

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

XII.
SUCCESSORS AND ASSIGNS

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

XIII.
APPLICABLE LAW

This Contract is entered into subject to the Charter and ordinances of CITY, as they may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable state and federal laws. CONSULTANT will make any and all reports required per federal, state or local law, including but not limited to proper reporting to the

Internal Revenue Service, as required in accordance with CONSULTANT income. Situs of this Contract is agreed to be Tarrant County, Texas for all purposes including performance and execution.

XIV.
SEVERABILITY

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

XV.
DEFAULT

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

XVI.
REMEDIES

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

XVII.
ENTIRE AGREEMENT

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

XVIII.
NON-WAIVER

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

IX.
HEADINGS

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

XX.
CHANGES

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

XXI.
CONFLICT OF INTEREST

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

XXII.
NO DAMAGES FOR DELAYS

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

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

XXIII.
VENUE

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

XXIV.
EQUAL EMPLOYMENT OPPORTUNITY

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

XXV.
PROCUREMENT OF GOODS AND SERVICES FROM ARLINGTON
BUSINESSES AND/OR HISTORICALLY UNDERUTILIZED BUSINESSES

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

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

The CONSULTANT agrees to provide information about its minority status at time of contract execution. City will provide a Data Gathering Form with the award letter. CONSULTANT will also be required to submit cost information towards minority/woman owned businesses. The information submitted is for reporting purposes only and shall include

the CONSULTANT and any other firms performing work as a part of this contract such as surveying services. See attached Prime and Subs Report form. CONSULTANT will be required to submit this form with anticipated dollar amounts (if applicable) upon execution of the contract for this project and to resubmit the same form with actual cost spent prior to final payment of this contract.

XXVI.

NO THIRD-PARTY BENEFICIARY

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

XXVII.

NOTICES

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

Nora Coronado
Assistant Director, Support Services, Public Works and Transportation
City of Arlington
Mail Stop 01-0220
Post Office Box 90231
Arlington, Texas 76004-3231

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

XXVIII

TITLE VI

The City of Arlington, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all vendors that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids

in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Vendor will abide and ensure compliance with all terms of Appendix A of the USDOT Standard Title VI Assurances as listed below.

Appendix A of the USDOT Standard Title VI Assurances

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

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

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

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

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

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

(a) withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies, and/or

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

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

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

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

CONSULTANT:
GERSHMAN, BRICKNER & BRATTON, INC.

Name

Title

CITY OF ARLINGTON, TEXAS:

BY: _____
James F. Parajon, FAICP
Deputy City Manager

APPROVED AS TO FORM:
Teris Solis, City Attorney

ATTEST:
Mary Supino, City Secretary

BY: _____

THE STATE OF VIRGINIA §

Consultant Acknowledgment

COUNTY OF FAIRFAX §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Virginia, 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 _____, 2016.

Notary Public In and For The State of Virginia

Notary's Printed Name

THE STATE OF TEXAS §

City Acknowledgement

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared James F. Parajon, FAICP, 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 Deputy City Manager thereof, and for the purposes and consideration therein expressed.

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

Notary Public In and For The State of Texas

Notary's Printed Name

Exhibit A

Scope of Project

Task 1: Landfill Expansion Valuation

The GBB Team will attend a valuation kick-off meeting with the City to review the scope and schedule of the project, discuss the availability of documents, and confirm communication protocols. After the kick-off meeting, GBB and DTBA will conduct a site visit of the landfill to review the existing landfill and landfill gas-to-energy project.

GBB and DTBA will issue an information request to the City regarding the landfill and its related operations. GBB proposes to utilize a web-based ShareFile site to allow for document uploading and management.

The valuation process will include observations from the property visit of the landfill facility and its related operations, as well as a review of available pertinent documents. DTBA will rely on the City to provide timely access to the properties, personnel, information, and documents necessary to perform the Services and to participate in the planning and cooperative activities required to successfully complete the engagement.

Regarding the valuation of the landfill expansion from a sale or lease perspective, DTBA will value the assumed contributory value of the expansion that reportedly extends the life of the landfill an approximate 48 years assuming a daily intake of 3,100 tons. Under the above scenarios, DTBA's analyses will be based on market parameters and assumptions, unless otherwise directed, that may warrant related special assumptions or conditions. Additionally, under the sale assumption, it is assumed that a 100 percent controlling interest of the enterprise is assumed to transfer; thus, no discount for lack of control (DLOC) or discount for lack of marketability (DLOM). Under the proposed scope of services, the analysis will not include an allocation of the components of assets. Based on the information now available to us, we are not aware of any material excess or non-operating assets, and we have not included estimating the value of such assets in the scope of the Services. If we become aware, during the performance of the Services, of a professional requirement to include such assets in the Services, we will discuss the matter with you before expanding the scope of the Services. The type of value utilized in our analysis will be fair market value. Fair market value, as defined by American Institute of Certified Public Accountants (AICPA) Statement on Standards for Valuation Services No. 1, Valuation of a Business, Business Ownership Interest, Security, or Intangible Asset (SSVS No. 1), is "the price, expressed in terms of cash equivalents, at which property would change hands between a hypothetical willing and able buyer and a hypothetical willing and able seller, acting at arm's length in an open and unrestricted market, when neither is under compulsion to buy or sell and when both have reasonable knowledge of the relevant facts."

While all applicable approaches to valuation will be considered, given the purpose and the value premises involved, the Income Approach and Market Approach will be used, where applicable and relevant in terms of the quality data available. If we use more than one valuation approach, we will reconcile the indicated values in reaching our final estimate of value. Fundamentally, a "with assumed landfill expansion" (life estimated at approximate 48 years based on an assumed 3,100 ton per day intake) and a "without landfill expansion" (life estimated at approximately 12 years based on an assumed 3,100 ton per day intake) income

approach analysis incorporating a discounted cash flow will be used analysis to estimate the contributory value of the expansion. A royalty method will be utilized to estimate the market value of the methane gas assumed to be a sellable by product of the landfill expansion.

DTBA will develop and issue a concise narrative appraisal report determining the following:

- The value of the landfill expansion as it relates to a lease of the landfill.
- The value of the landfill expansion as it relates to a sale of the landfill.
- The value of methane gas as it relates to the landfill expansion, looking at both landfill gas-to-electricity and high Btu (pipeline quality) gas.

In terms of a deliverable, the appraisal report will consist of the following:

- Descriptions of the purpose, use, and scope of the analysis; the methodologies employed; and the results of the work;
- Salient exhibits, analysis and write ups include the following depending on the value premise involved:
 - o Market and Highest and Best Use analyses;
 - o Income Approach-related exhibits, models, and schedules;
 - o Market Approach (where applicable) -related exhibits, models, and schedules;
 - o Reconciliation and Conclusion of the scenarios involved;
- Summary of relevant interviews and relevant special assumptions and conditional;
- A statement of standard assumptions and limiting conditions (see attached Attachment A); and,
- An appraiser's certification signed by the individual responsible for each identified analysis.

The appraisal report will present an opinion of probable value for the valuation of the landfill expansion. If requested by the City, the valuation can be presented in a "best case" and "worst case" scenario for an additional fee of \$9,000.00

Although DTBA might, in certain circumstances, provide the City with draft results of the work before it is finalized, any part of our analysis, including the recommendations or conclusions, may change between the time of any draft results and the issuance of the final deliverable. The City understands that they may not rely upon any of the analyses, conclusions, or recommendations unless and until the final Deliverable is issued. DTBA will provide the City with (3) copies of the final report shortly following the resolution of all matters per your comments within the draft report. Any changes proposed by the City and incorporated by DTBA subsequent to our issuance of a final report are outside the scope of the Services and may impact the fees.

GBB and DTBA will attend one (1) meeting with the City to present the valuation report and answer any questions related to the report.

Task 2: Contract Review

Mr. Arturo Rodriquez from the firm of Russell & Rodriguez, L.L.P., will review the existing agreements, and any subsequent amendments, the City has entered into with Republic and Renovar. Mr. Rodriquez will identify the rights and responsibilities of the parties with respect to the existing and the expanded landfill airspace and landfill gas. This work will assist the

project team members with an understanding of what assets are part of the landfill expansion and subject to valuation.

GBB and Arturo Rodriguez will attend one (1) meeting with the City to present the findings from the contract review.

Task 3: Succession Planning

GBB will meet with City management and staff to review the current responsibilities of staff involved in solid waste management, including contract management, and assess the strengths and weaknesses of the current organization. Existing job descriptions and organizational structures will be reviewed.

GBB will work with the City to define the future personnel needs in relation to the solid waste program and will develop recommended staffing levels and job descriptions for personnel involved in the solid waste program.

GBB will attend one (1) meeting with the City to present the proposed staffing levels and job descriptions.

Schedule

Tasks 1 and 2 will be completed within 10 to 12 weeks from the contract execution. Task 3 will be scheduled with the City after the valuation work has been completed and is estimated to be performed and completed 16-20 weeks from the contract execution. The propose schedule, based on the number of weeks after the contract execution, is provided in the following table:

Activity	Number of Weeks after Contract Execution
Kick-off meeting, property review, and contract review	3-4
Preliminary Valuation Analysis / Modeling Schedules Submittal	5-6
Draft Valuation Report	8-9
Final Valuation Report	10-12
Presentation to the City	12-16
Succession Planning	16-20

The proposed schedule is based on the anticipated scope of services. The schedule assumes timely cooperation regarding required information to be provided by City and timely reviews by the City of deliverables. We will keep you informed of our progress and the development of any events that may change the anticipated schedule.

Exhibit B
Fee Estimate

Task	Estimated Fee (\$)
1: Landfill Expansion Valuation	\$95,000
2: Contract Review	\$24,000
3: Succession Planning	\$15,000
Total	\$134,000

Staff Report



Additional Repair Services for Pierce Burch Water Treatment Plant – Pump Engine Drive, Bid Project 16-0028	
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City Council Meeting Date: 5-10-16	Action Being Considered: Minute Order
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RECOMMENDATION

Authorize the City Manager or his designee to approve the purchase of additional repair services for the renovation of Pierce Burch Water Treatment Plant (PBWTP) Pump Engine Drive with Holt CAT, Irving, Texas, in the estimated amount of \$61,264.10.

PRIOR BOARD OR COUNCIL ACTION

On October 27, 2015 City Council approved MO10272015-006, authorizing the purchase of repair services with Holt CAT, Irving, Texas, for renovation of the PBWTP Pump Engine Drive in the estimated amount of \$125,000.00.

ANALYSIS

The PBWTP is one of two water treatment plants in Arlington and provides potable drinking water to North Arlington. In the event of an extended electrical power outage, the pump engine drive is required to maintain the water supply and State of Texas mandated pressure requirements in the distribution system. The pump engine drive is also used to lower energy costs at the plant when the cost of operating an electric motor exceeded the cost of natural gas. The pump engine drive has recently become unreliable and deterioration has occurred in a number of the drive components.

On October 27, 2015, City Council approved the PBWTP Pump Engine Drive renovation project, which consists of an in-frame repair of the pump engine drive. As the engine drive unit was disassembled in conjunction with this project, engine heads were discovered to be in need of replacement. As work progressed on this unit, pitted cam shafts, damaged crankshaft, cylinder liners, pistons and rods, rings, and bearings were also discovered. The additional repairs and improvements were necessary in order to bring the pump engine into full warranty, reduce wear on the unit, and extend the useful life of the equipment. The additional repairs were originally estimated to be within the approval authorized by City Council; however the cost of removing the PED and transporting the unit to the repair location included unforeseen additional cost that exceeded the initial authorization. The additional repair services are exempt from the competitive bidding statutes in accordance with Texas Local Government Code, Section 252.022(a) 2 and 3, to preserve or protect the public health or safety and due to unforeseen damage to public property/equipment.

FINANCIAL IMPACT

Holt CAT of Irving, Texas performed the additional repair services for the amount of \$61,264.10, for a total cost of \$186,264.10 for the PBWTP Pump Engine Drive rehabilitation project. This was a one-time purchase; therefore, no financial impact is anticipated in future fiscal years directly related to this purchase.

<u>FY 2015</u>	<u>FY 2016</u>	<u>FY2017</u>
\$125,000	\$61,264.10	\$0

Funding is available in Water Fund Account No. 658502-68900-18108205.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Walter J. Pishkur
Director of Water Utilities

817-459-6603
Buzz.Pishkur@arlingtontx.gov

Craig Cummings

817-575-8957
Craig.Cummings@arlingtontx.gov

Asst. Director of Utilities



THE STATE OF TEXAS §

COUNTY OF TARRANT §

CONTRACT MODIFICATION NO. 1

THIS CONTRACT MODIFICATION NO. 1 is made and entered into this 10 day of May, 2016, by and between the CITY OF ARLINGTON, Tarrant County, Texas, a municipal corporation, hereinafter called CITY and CDM SMITH INC, CDM Smith Inc., whose address is 100 Throckmorton Street, Suite 600, Fort Worth, Texas 76102.

W I T N E S S E T H:

WHEREAS, On , CITY and CDM SMITH INC entered into a contract (as amended, hereinafter referred to as "Contract") for the POE for WT Ozone Improvements Phase 2, Project No: WUTR15002 and

WHEREAS, CITY and CDM SMITH INC 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:

CDM SMITH INC will perform additional services as described in Attachment "A" and other attachments with scope details. Any change in Contract Days is also reflected in Attachment "A". Attachment "A" is incorporated herein as if written word for word.

II.

Payment for additional services will not exceed \$90,098.00.

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.

EXECUTED this _____ day of _____, 2016.

CDM SMITH INC

BY: _____
Signature

Printed Name

Title

CITY OF ARLINGTON, TEXAS

BY _____
Signature

Printed Name _____
Department Director

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY _____
Signature

Copy: CDM SMITH INC, 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 _____, 2016.

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 _____, 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 _____ thereof, and for the purposes and consideration therein expressed.

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

Notary Public In and For The State of Texas

Notary's Printed Name

Attachment A:

Project: WT Ozone Improvements Phase 2	Project No: WUTR15002
Phase: Design	Date of Change: 04/14/2016
Commitment: PO01	Change No: CM - 00001
Vendor: CDM SMITH INC	Vendor ID: 2075
Description: POE	

Item #	Description	Unit Price	UOM	Quantity	Change Amount
002	Professional Services (See attachment for details)	\$90,098.00	LS	1	\$90,098.00

Net Change in Contract Amount	\$90,098.00
Revised Contract Amount	\$1,109,305.00
Net Change in Contract Days	0
Revised Contract Days	

Attachment A



100 Throckmorton Street, Suite 600
Fort Worth, Texas 76102
tel: 817 332-8727
fax: 817 820-0450

March 12, 2016

Mr. Mohammad Bayan, P.E.
Arlington Water Utilities
101 W. Abram Street
Arlington, Texas 76004

Subject: City of Arlington
Water Treatment Ozone System Improvements and Upgrade Project
Additional Scope and Fee Proposal

Dear Mr. Bayan:

The City of Arlington has requested CDM Smith to provide additional design services for the referenced project. The two items requested to be added to our scope of work are: 1) addition of air conditioning to the ozone generation rooms for both the John F. Kubala WTP (JKWTP) and Pierce-Burch WTP (PBWTP) and 2) addition of facilities at PBWTP necessary for conducting peroxide pilot testing. The work required for completing the design of these two items includes the following tasks:

Addition of Air Conditioning to the Ozone Generation Rooms

1. HVAC design. Modifying the current HVAC design and incorporating air conditioning units within the Ozone Generation Buildings at both the JKWTP and PBWTP. A preliminary design evaluation was conducted to size the systems based on the operating conditions. The JKWTP will require a 35 ton unit. It would be mounted on the exterior of the building. The PBWTP will require a 60 ton unit. It would be mounted on the roof of the building.
2. Structural design. There will be structural components for supporting the unit on the PBWTP roof due to a heavier unit. In addition, a new roof opening for the associated supply will be required. The unit may also require hand rail for fall protection. The generator room will need to be separated from the basement by a new wall, requiring framing supports. The unit at JKWTP will be grade mounted on a pad by the building. In addition a new opening in the building wall for supply ductwork will also be needed.
3. Architectural design. There will some architectural work related to the PBWTP building for adding a wall and door for separating the basement from the generator room. Wall openings for both plants will require other architectural details.



Mr. Mohammad Bayan, P.E.
March 12, 2016
Page 2

4. Electrical design. The units will need to be powered up. Electrical panels, conduit and wiring will need to be provided for the units.
5. Civil design. The JKWTP unit will be located outside on a slab. There will be grading associated with the design for the new slab.

Peroxide Pilot Testing Facilities

1. Civil – Site Work design. The existing site grading will need modifications to accommodate the peroxide storage and feed equipment. Access to the new equipment will also be required. Potable water connections from existing pipeline to the safety shower and eye wash will be required.
2. Structural design. An 18 ft x 18 ft concrete slab will need to be constructed for housing the peroxide storage and dosing system equipment to be furnished by USP Technologies. There will also be concrete cores within the existing contact basins to allow for peroxide feed piping.
3. Process/Mechanical design. The peroxide will be provided at approximately 50% solution and a low dose from the USP Technologies system. A significant amount of carrier water will be required to push flow at sufficient velocity through the diffusers into the contact basins. This feed system will include stainless steel piping, valves and appurtenances to carry peroxide solution to the individual delivery points, peroxide diffusers within the contact basins, and booster pumps to provide sufficient carrier water to each basin.
4. Electrical design. The electrical panel provided by USP Technologies must be fed power from somewhere in the plant. This will require conduit and wiring to be designed. A new breaker may also be needed from the location that power will be delivered.
5. I&C design. Some provisions will be required for modifying plant SCADA to monitor the pilot facilities.

In addition, CDM Smith has been requested to revise the conformed documents, separating the drawings into two sets – one for the JKWTP and one for the PBWTP. This was requested for purposes of obtaining building permits for the facilities at the two plants. The revised drawings also include incorporating comments from the Planning Department’s review of the drawings issued for permitting purposes.



Mr. Mohammad Bayan, P.E.
March 12, 2016
Page 3

The engineering fee associated with the design of the new air conditioning units and the peroxide pilot testing facilities and the repackaging of the conformed documents for the project are presented in the attached table. CDM Smith requests an amendment for \$90,098 to perform this work.

Please contact me if you have any questions or comments.

Sincerely,

A handwritten signature in blue ink that reads "Dan Shannon".

J. Dan Shannon, PE
Project Manager
CDM Smith Inc.
Texas Registration No. F-3043

File: 109014 01.04.20



City of Arlington
Water Treatment Ozone System Improvements and Upgrade
Additional Engineering Services
Air Conditioning at Ozone Generation Buildings, Peroxide Pilot Testing Facilities and Re-packaging Conformed Documents
Engineering Cost Development Table (March 12, 2016)

Project Activity			CDM Smith										TOTAL FEE	
Phase/Task			Project Manager	Ozone Tech Specialist	Senior Electrical Engineer	Eng. 7/8	Eng. 5/6	Eng. 3/4	Eng. 1/2	Sr. Tech. / Designer	Admin	Labor Total	ODC	Total
Phase	Task	Description	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	\$	\$	
1	Design - Air Conditioning at Ozone Generation Bldgs.													
	1.0 General Tasks													
	1.01	Project Management	4							4	8	\$36	\$1,559	
	1.02	Project Meetings	2				4				6	\$30	\$1,303	
	1.03	Quality Assurance/Quality Control	2		2	4					8	\$31	\$1,369	
	1.04	Design Progress Review Meetings												
	1.1 Preliminary Design													
	1.11	Preliminary Evaluations			2		4				6	\$27	\$1,159	
	1.2 Final Design													
	1.22	90% Plans and Specifications									0	\$0	\$0	
		Civil/Process Mechanical					16	16		16	48	\$170	\$7,441	
		Electrical			8		16	16			40	\$157	\$6,838	
		Structural					40	40			80	\$291	\$12,707	
		HVAC/Plumbing					60	20		20	100	\$378	\$16,506	
	1.23	Final Plans and Specifications									0	\$0	\$0	
		Civil/Process Mechanical					4	4		8	16	\$56	\$2,450	
		Electrical			4		4				8	\$37	\$1,598	
		Structural					4	4			8	\$13	\$563	
		HVAC/Plumbing					4	4		8	16	\$40	\$1,742	
													\$0	
		SubTotal	8	0	16	4	156	104	0	52	4	\$1,265	\$55,236	
1	Design - Peroxide Pilot Testing Facilities													
	1.0 General Tasks													
	1.01	Project Management	2							2	4		\$762	
	1.02	Project Meetings									0		\$0	
	1.03	Quality Assurance/Quality Control	1	2							3		\$285	
	1.04	Design Progress Review Meetings												
	1.1 Preliminary Design													
	1.11	Preliminary Evaluations		2			8				10		\$2,022	
	1.2 Final Design													
	1.23	Final Plans and Specifications									0	\$0	\$0	
		Process Mechanical		2			12	12		16	42	\$156	\$6,799	
		Electrical			4		12		8		24	\$97	\$4,218	
		Structural					16				16	\$66	\$2,882	
		I&C					12				24	\$91	\$3,956	
		Civil/Site					16		8		24	\$93	\$4,061	
													\$0	
		SubTotal	3	6	4	0	76	12	0	32	2	\$502	\$24,985	
2	Construction - Repackaging Conformed Documents													
	2.1 Bidding Tasks													
	2.13	Conformed Documents	8		2		8	24		8	4	\$1,000	\$9,877	
													\$0	
		SubTotal	8	0	2	0	8	24	0	8	4	\$1,000	\$9,877	
		TOTAL	19	6	22	4	240	140	0	92	10	\$2,767	\$90,098	

Staff Report



Zoning Case PD16-1 (Residential Homes at Legacy Heights)

City Council Meeting Date: 5-10-16

Document Being Considered: Ordinance

RECOMMENDATION

Approve an ordinance changing the zoning classification on property at 2418 North Fielder Road and generally located west of North Fielder Road and south of Northwest Green Oaks Boulevard from Planned Development (PD) for all Neighborhood Commercial (NC) uses plus convenience store with four gasoline pumps to Planned Development (PD) for all Residential Single-Family 7.2 (RS-7.2) uses, with a Development Plan.

PRIOR BOARD OR COUNCIL ACTION

On April 6, 2016, the Planning and Zoning Commission recommended approval by a vote of 9-0-0 with the following stipulations:

1. Each dwelling unit must be a minimum of 2,200 square feet in size.
2. All garages must have decorative wooden doors.
3. A board-on-board cedar fence with a wooden top is to be installed on the north property line adjacent to the commercially zoned property. This fence is to include masonry columns at 30-foot intervals.

On April 26, 2016, City Council approved first reading by a vote of 8-1-0.

ANALYSIS

Request

The applicant requests to change the zoning on approximately 1.02 acres addressed at 2418 North Fielder Road, and generally located west of North Fielder Road and south of Northwest Green Oaks Boulevard.

Current zoning: Planned Development (PD) for all Neighborhood Commercial (NC) uses plus convenience store with four gasoline pumps

Requested zoning: Planned Development (PD) for all Residential Single-Family 7.2 (RS-7.2) uses, with a Development Plan

The subject site is currently undeveloped. With this PD the applicant proposes four single-family homes. These homes will meet or exceed the requirements of the RS-7.2 zoning district, with the exception of the following:

1. A 15-foot landscape buffer is required adjacent to the development. Plan proposes a 5-foot side yard setback. There is currently a 52-foot drainage easement on the lot to the north, which would prevent any development in the area adjacent to the proposed houses.
2. The lot width is proposed to be reduced from 60 feet to 55 feet.
3. A six-foot masonry wall is required separating the residential zoning district and the commercial district to the north. The development plan proposes a six-foot cedar fence.

Items exceeding ordinance minimums include the following:

- a. The applicant proposing to install a five-foot tall ornamental iron fence with stone columns fronting the street for the length of the development to match the existing residential development to the south. This 13-foot wide landscape setback will include four-inch caliper trees and shrubs for increased screening and visual appeal.
- b. The five-foot tall ornamental iron fence with masonry columns will wrap around the corner to the north side of the property. This area will include the installation of shrubs and will block access from the existing mutual access easement from the north.
- c. The applicant is proposing a minimum home size of 2,000 square feet living area.
- d. Of the four homes, two shall have J-swing garages.
- e. The minimum lot area will be 10,000 square feet.
- f. The lot depths are proposed to be a minimum of approximately 200 feet. This exceeds the minimum of 100 feet. However, the rear of each lot will include a 61-foot existing drainage easement. Because of this existing condition, the home placement will not line up to the existing homes to the south.

Adjacent Land Uses

The property to the west is zoned and developed as PD for Residential Single-Family-7.2 (RS-7.2) uses, to the south is zoned and developed RS-7.2, to the north is part of the same existing PD as the subject site and is developed with a gas station. The property to the east across North Fielder Road, J.W. Dunlap Sports Center, is zoned Residential Estate.

Comprehensive Plan Analysis

The Comprehensive Plan contains goals to develop residential neighborhoods with a variety of housing styles, to encourage the provision of affordable quality housing to attract new middle and upper income families to Arlington, as well as providing high quality housing options for Arlington's current residents. The proposed PD is in general conformance with the Comprehensive Plan and other relevant plans.

FINANCIAL IMPACT

None

ADDITIONAL INFORMATION

Attached:	Ordinance with Exhibits A and B Development Plan (1 page) Case Information with P&Z Summary
Under separate cover:	None
Available in the City Secretary's office:	None

STAFF CONTACTS

Jennifer Pruitt, AICP, LEED AP Planning Manager, Land Development Community Development and Planning 817-459-6138 Jennifer.Pruitt@arlingtontx.gov	Shon Brooks Principal Planner Community Development and Planning 817-459-6514 Shon.Brooks@arlingtontx.gov
--	--

Ordinance No. 16-

An ordinance changing the zoning classification on certain property known as 2418 North Fielder 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, and publication; and an effective date.

WHEREAS, after notice and public hearing the Planning and Zoning Commission heard and recommended approval of Zoning Case PD16-1 on April 6, 2016; and

WHEREAS, after notice and public hearing, and upon consideration of the recommendation of the Commission and of all testimony and information submitted during the public hearing, the City Council has determined that it is in the best interest of the public and in support of the health, safety, morals, and general welfare of the citizens that the zoning amendment be approved. Now therefore

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

1.

The zoning classification of certain property known as 2418 North Fielder Road, described in Exhibit A, is hereby changed to Planned Development (PD) for Residential Single-Family 7.2 (RS-7.2) uses, with a Development Plan, by the approval of PD16-1, and the Zoning District Map shall be amended to reflect the zoning change made by this ordinance. Development and use of the property shall be in compliance with this ordinance and the attached Development Plan.

2.

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

3.

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

4.

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

5.

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

6.

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

7.

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

8.

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

2

9.

This ordinance shall become effective upon second publication.

PRESENTED AND GIVEN FIRST READING on the ____ 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 _____

PD16-1

EXHIBIT "A"

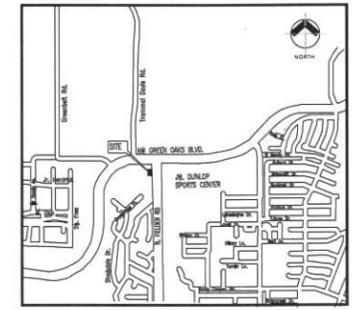
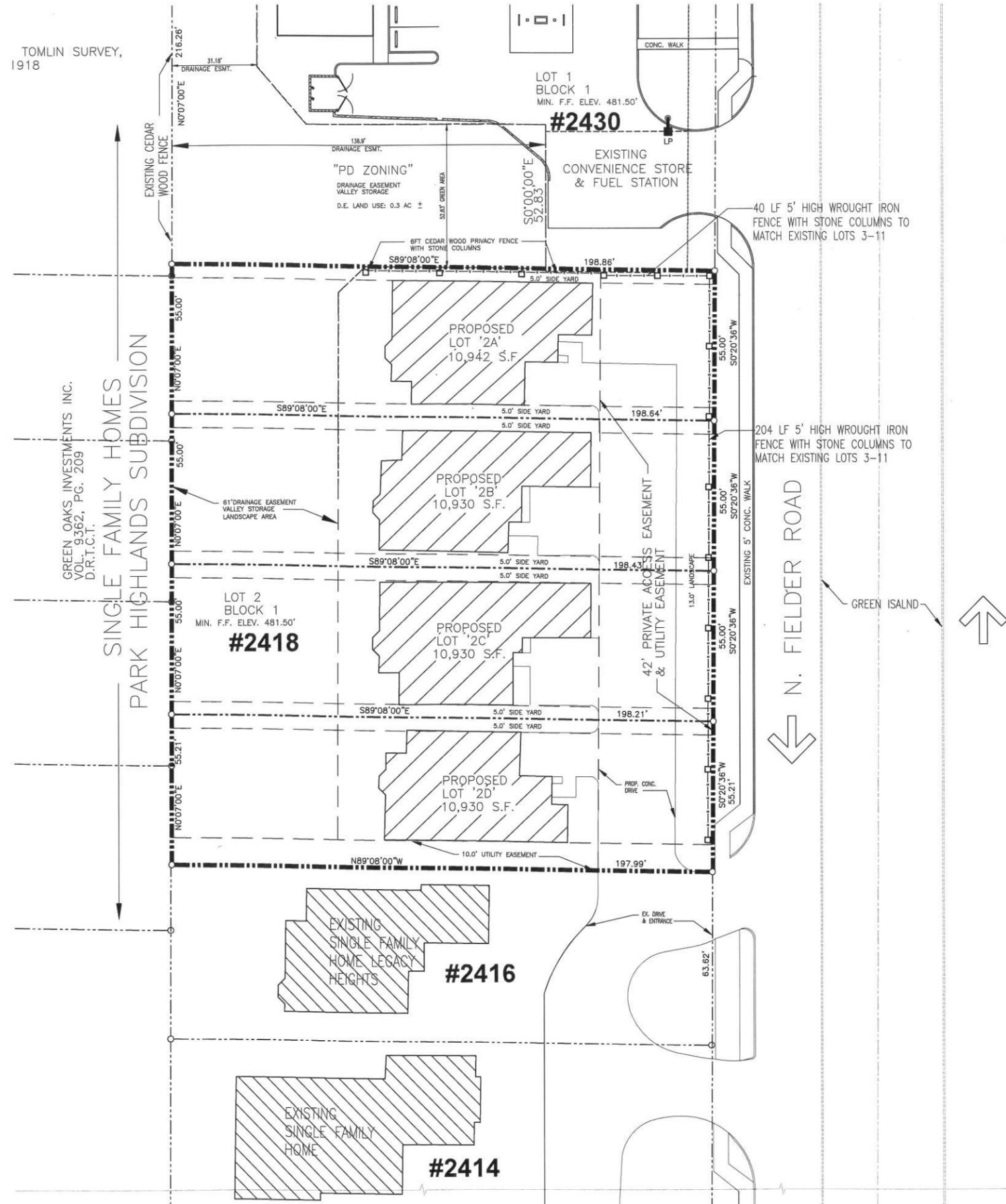
BEING approximately 1.02 acre of land with frontage on North Fielder Road, and is commonly known as Lot 2, Block 1 of the Legacy Heights Addition, an addition to the City of Arlington, Texas;

AND being generally located west of North Fielder Road and south of Northwest Green Oaks Boulevard with the approximate address being 2418 North Fielder Road.

PD16-1

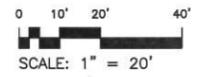
EXHIBIT "B"

1. The zoning of this site is Planned Development (PD) for all Residential Single-Family 7.2 (RS-7.2) uses, with a Development Plan.
2. A board-on-board cedar fence with a wooden top is to be installed on the north property line adjacent to the commercially zoned property. This fence is to include masonry columns at 30-foot intervals.
3. A five-foot tall ornamental iron fence is required to be installed in the proposed 13-foot landscape setback. This fence is to continue on the northern property line for approximately 40 feet.
4. Four-inch caliper trees and shrubs are to be planted in the 13-foot landscape setback. One tree will be planted for each of the four proposed lots.
5. Each dwelling unit must be a minimum of 2,200 square feet in size.
6. All garages must have decorative wooden doors.
7. Of the four proposed homes, a minimum of three must have J-Swing garages.
8. The minimum lot area for the four lots shall be 10,000 square feet.
9. The minimum lot width per this Planned Development is to be 55-feet in width.
10. Use and development of the property must be in compliance with attached development plan (page 1).
11. 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.



VICINITY MAP

N.T.S.



LEGACY HEIGHTS SUBDIVISION
 2418 N FIELDER RD
 1.003 ACRES (43,695 S.F.)
 PROPOSED LOTS 2A, 2B, 2C, 2D
 BLOCK 1
 CITY OF ARLINGTON

M. SAMUELL ESKANDER, P.E. LIC# 111384
 FIRM REG #14551

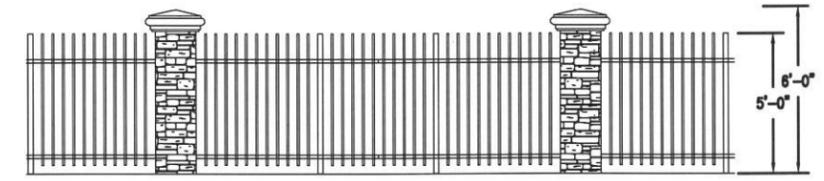
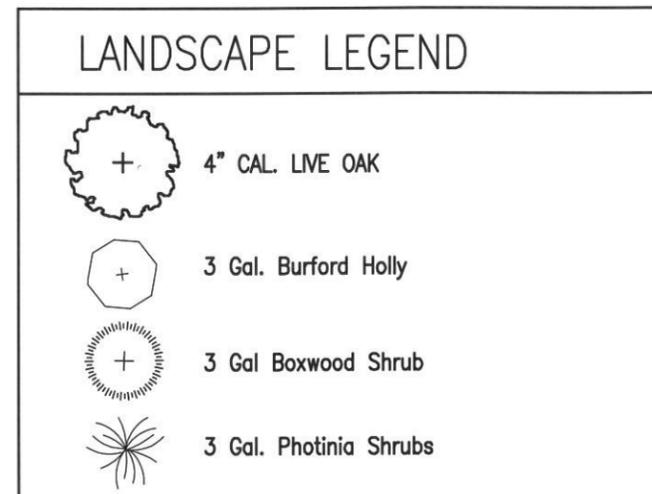
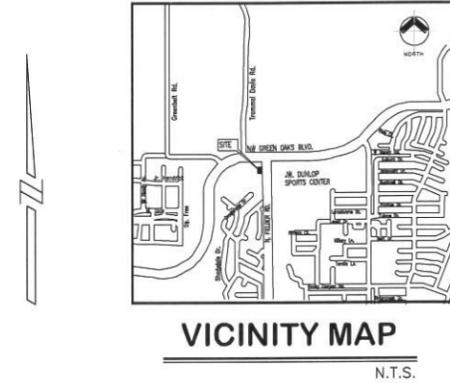
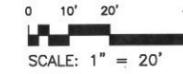
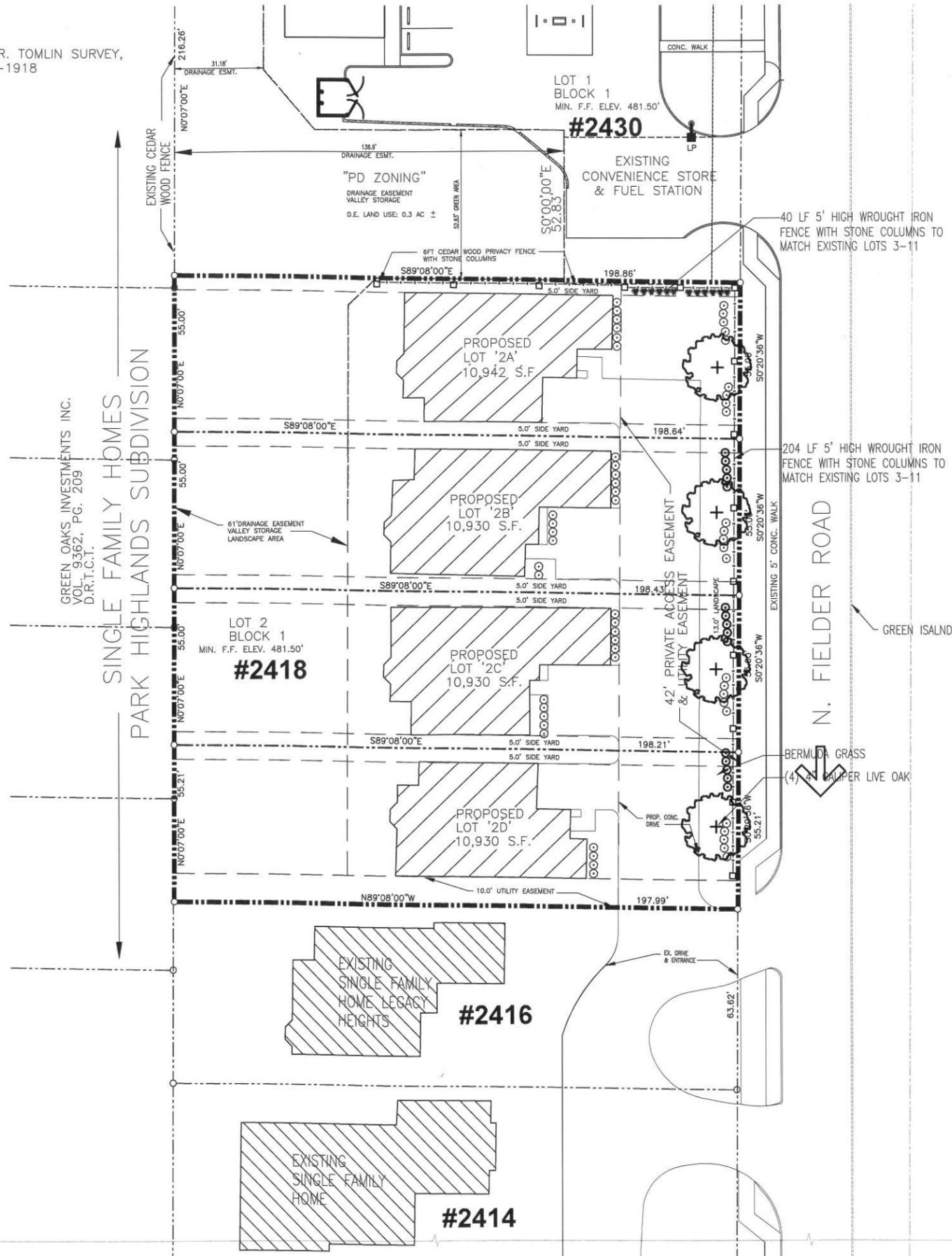
LAYOUT PLAN

DESIGN	DRAWN	SCALE	DATE	FILE NO.	SHEET
		1" = 20'	05/05/2016	2073	C-1

OWNER
 MS&E ENTERPRISES, INC.
 1112 JOHN MCCAIN ROAD
 COLLEYVILLE, TEXAS 76034
 PHONE: (817) 766-4207

APPLICANT
 PARADIGM CONSULTING
 ARCHITECTS + PLANNERS
 PHONE: (817) 329-3609
 FAX: (800) 948-0803
 awad@paradigm-arch.net

S.R. TOMLIN SURVEY,
A-1918



**WROUGHT IRON FENCE
ELEVATION
NOT TO SCALE**

OWNER
MS&E ENTERPRISES, INC.
1112 JOHN MCCAIN ROAD
COLLEYVILLE, TEXAS 76034
PHONE: (817) 766-4207

APPLICANT
PARADIGM CONSULTING
ARCHITECTS + PLANNERS
PHONE: (817) 329-3609
FAX: (800) 948-0803
awad@paradigm-arch.net

LEGACY HEIGHTS SUBDIVISION					
2418 N FIELDER RD					
1.003 ACRES (43,695 S.F.)					
PROPOSED LOTS 2A, 2B, 2C, 2D					
BLOCK 1					
CITY OF ARLINGTON					
MS&E ENTERPRISES, INC.					
LANDSCAPE PLAN					
DESIGN	DRAWN	SCALE	DATE	FILE NO.	SHEET
		1" = 20'	05/05/2016	2073	LS-1

Case Information



Applicant: Paradigm Consulting represented by Awad Eskander

Property Owner: MS&E Enterprises, Inc.

Sector Plan: North

Council District: 1

Allowable Uses: Residential

Development History: The subject site is currently platted as to Lot 1, Block 2 of the Legacy Heights Addition.

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

Transportation: The proposed development has one point of access from North Fielder Road.

Thoroughfare	Existing	Proposed
North Fielder Road	120' - 4 Lane Divided Major Arterial	120' - 6 Lane Divided Major Arterial

Traffic Impact: The proposed zoning will generate similar traffic patterns as the existing zoning and will not impact the adjacent street system.

Water & Sewer: Water is available from a 12-inch water line in North Fielder Road. Sanitary Sewer is available from a 12-inch sanitary sewer line west of the property in a 15-foot Utility Easement in Park Highlands.

Drainage: The site is located within the West Fork of the Trinity River drainage basin. A 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 4, located at 1733 West Randol Mill 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.

Case Information



Notices Sent:

Neighborhood Associations:

- ACTION North Arlington
- AISD
- Arlington Alliance for Responsible Government
- Arlington Neighborhoods
- East Arlington Review
- Far South Arlington Neighborhood Association
- Forest Hills Home Owners Association
- Northern Arlington Ambience
- West Citizen Action Network (WeCan)
- Highland Ridge Phase II Home Owners Association
- North Meadow Park Estates Crime Watch
- Northwest Arlington Newsletter

Property Owners: 22
Letters of Support: 0
Letter of Opposition: 0

PLANNING AND ZONING COMMISSION SUMMARY:

Public Hearing: April 6, 2016

Zoning Case PD16-1 (Residential Homes at Legacy Heights – 2418 North Fielder Road)

Application to change the zoning on approximately 1.02 acres from Planned Development (PD) for Neighborhood Commercial (NC) to Planned Development (PD) for Residential Single-Family 7.2 (RS-7.2), with a Development Plan; generally located west of North Fielder Road and south of Northwest Green Oaks Boulevard.

Present to speak in support of this case was Jim Maibach, 1703 North Peyco Drive, 76001. Also present in support of this case were Awad Eskander, 1112 John McCain Road, Colleyville, 76034; and Larry Wallace, 1703 North Peyco Drive, 76001.

Commissioner Croxton moved to Approve Zoning Case PD16-1 with the following stipulations:

- Double-sided cedar board-on-board fence on the north side of the property, six feet in height, with a cedar top rail and stone columns to match the wrought iron fencing in front of the property.
- Homes would be a minimum of 2,200 square feet in size.

Seconded by Commissioner Smith III, the motion was approved by a vote of 9-0-0.

APPROVED

Itemized Allowable Uses



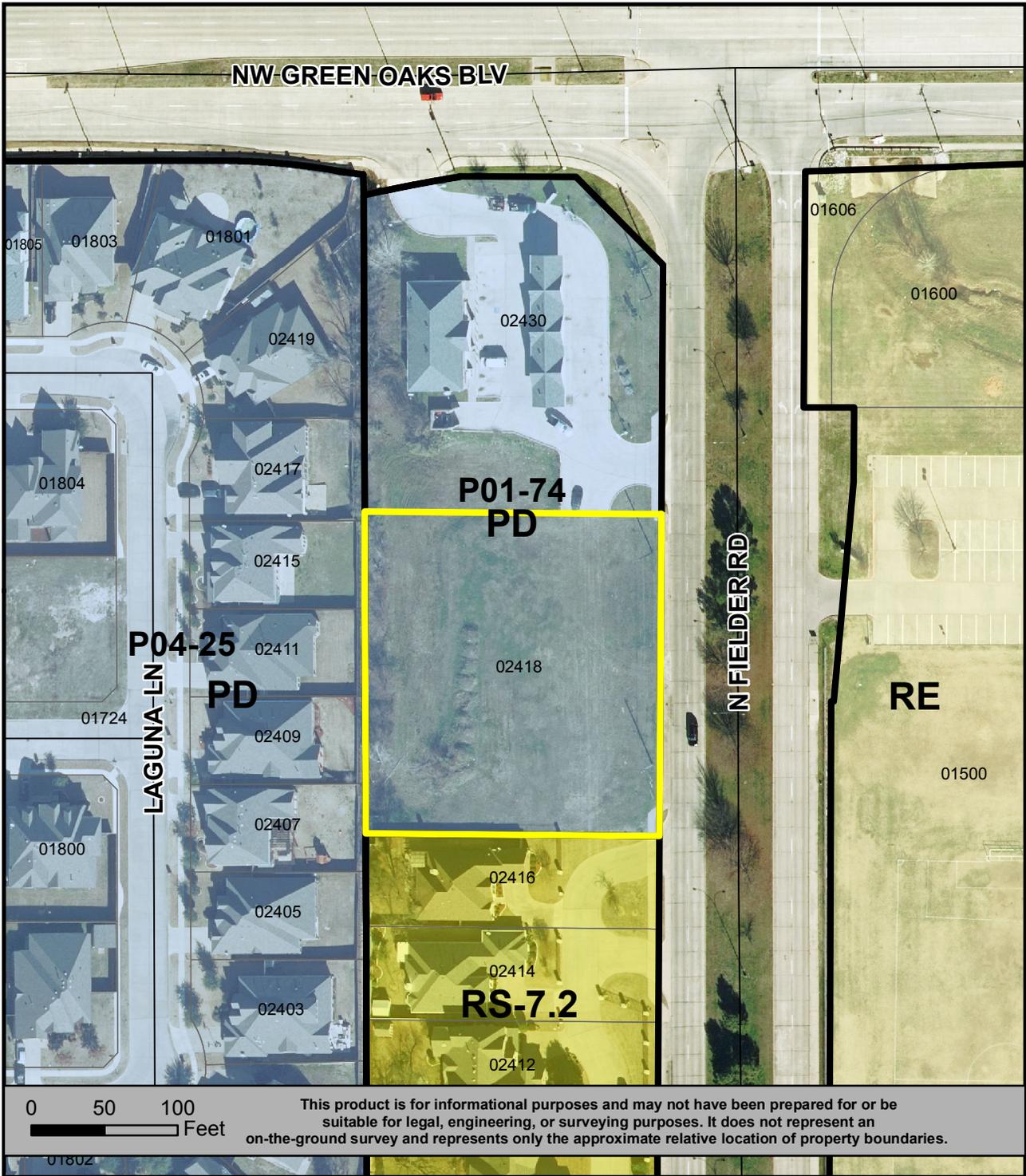
Allowable Uses

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
PD16-1**

 PD for NC to PD for RS-7.2,
with a Development Plan
1.02 ACRES




PD16-1

West of North Fielder Road and south of Northwest Green Oaks Boulevard



View of the subject site. View southwest.



View of adjacent commercial property. View north.



View of the adjacent residences. View southwest.



View of notification sign. View north on North Fielder Road.

Staff Report



Zoning Case ZA16-3 (Dean Berube – State Farm Insurance)	
City Council Meeting Date: 5-10-16	Document Being Considered: Ordinance

RECOMMENDATION

Approve an ordinance changing the zoning classification on property at 1215 and 1217 Bell Street and generally located north of Bell Street and east of South Cooper Street from Residential Estate (RE) to Limited Office (LO).

PRIOR BOARD OR COUNCIL ACTION

On April 6, 2016, the Planning and Zoning Commission recommended approval by a vote of 9-0-0.

On April 26, 2016, City Council approved first reading by a vote of 9-0-0.

ANALYSIS

Request

The applicant requests to change the zoning on approximately 0.514 acres of land addressed at 1215 and 1217 Bell Street. The subject site is generally located north of Bell Street and east of South Cooper Street.

Current zoning: Residential Estate (RE)

Requested zoning: Limited Office (LO)

The subject site is undeveloped and was platted in 1969. The applicant is proposing to develop the site with an office use and hence is requesting a zoning change to LO. The purpose of the LO zoning district is to provide for the development of small-scale, low-intensity professional office uses near or adjacent to residential neighborhoods.

Adjacent Land Uses

The site is surrounded on the north, east, and south across Bell Street by undeveloped parcels all of which are zoned RE. Properties to the west across South Cooper Street include an industrial use zoned Industrial Manufacturing (IM) and a vacant parcel zoned Community Commercial (CC).

Comprehensive Plan Analysis

The 2015 Comprehensive Plan contains goals for this area to have low-intensity commercial development that provides convenient neighborhood services to residents who live there. The subject site is in relatively undeveloped area; however, existing development is primarily a mix of large and medium-lot residential, with some surrounding light industrial uses. Rezoning the property to LO would allow for recommended neighborhood convenience uses without the potential for more intense future uses.

The proposed zoning change is consistent with the strategies and goals in the Comprehensive Plan.

FINANCIAL IMPACT

None

ADDITIONAL INFORMATION

Attached:

Ordinance with Exhibits A and B
Case Information with P&Z Summary

Under separate cover:

None

Available in the City Secretary's office:

None

STAFF CONTACTS

Jennifer Pruitt, AICP, LEED AP
Planning Manager, Land Development
Community Development and Planning
817-459-6138

Shon Brooks
Principal Planner
Community Development and Planning
817-459-6514

Jennifer.Pruitt@arlingtontx.gov

Shon.Brooks@arlingtontx.gov

Ordinance No. _____

An ordinance changing the zoning classification on certain property known as 1215 and 1217 Bell Street 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 ZA16-3 on April 6, 2016; and

WHEREAS, after notice and public hearing, and upon consideration of the recommendation of the Commission and of all testimony and information submitted during the public hearing, the City Council has determined that it is in the best interest of the public and in support of the health, safety, morals and general welfare of the citizens that the zoning amendment be approved. Now, therefore,

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

1.

The zoning classification of certain property known as 1215 and 1217 Bell Street, described in Exhibit A, is hereby changed to Limited Office (LO) by the approval of Zoning Case ZA16-3, 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 April, 2016, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the ____ day of May, 2016, by a vote of ____ ayes and ____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

W. JEFF WILLIAMS, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY _____

ZA16-3

EXHIBIT "A"

BEING approximately 0.514 acres of land with frontage on Bell Street, and commonly known as Lots 34 and 35 of the Country Estate Addition, an addition to the City of Arlington, Texas;

AND being generally located north of Bell Street and east of South Cooper Street with the approximate addresses being 1215 and 1217 Bell Street.

Case Information



Applicant/Owner: Dean Berube State Farm Insurance, represented by Dean Berube

Sector Plan: Southwest

Council District: 2

Allowable Uses: See attachment ii-1

Development History: The subject site is platted as Lots 34 and 35A of Country Estates.

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

Transportation: The proposed zoning case has two points of access, one on Bell Street and one on South Cooper Street.

Thoroughfare	Existing	Proposed
Bell Street	60-foot, 2-lane undivided Rural Residential	60-foot, 2-lane undivided Rural Residential
South Cooper Street	110-foot, 6-lane divided Major Arterial	120-foot, 6-lane divided Major Arterial

Traffic Impact: The proposed zoning change will not significantly impact the adjacent roadway systems.

Water & Sewer: Water and sanitary sewer are available from Bell Street 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 15, located at 906 Eden Road, provides protection to this site. The estimated fire response time is less than five minutes, which is in keeping with recommended standards.

School District: Mansfield Independent School District.

The proposed zoning request is located in the Mansfield Independent School District and has no impact on the schools serving this site.

Case Information



Notices Sent:

Neighborhood
Associations:

ACTION North Arlington
Arlington Alliance for Responsible Government
East Arlington Review
Far South Arlington Neighborhood Assn
Forest Hills HOA
MISD
Northern Arlington Ambience
WeCan (West Citizen Action Network)
SWAPO (Southwest Arlington Property Owners)

Property Owners: 12
Letters of Support: 0
Letter of Opposition: 0

PLANNING AND ZONING COMMISSION SUMMARY:

Public Hearing: April 6, 2016

Zoning Case ZA16-3 (Dean Berube – State Farm Insurance – 1215 and 1217 Bell Street)

Application to change the zoning on approximately 0.514 acres from Residential Estate (RE) to Limited Office (LO); generally located north of Bell Street and east of South Cooper Street.

Present to speak in support of this case was Dean Berube, 1217 Bell Street, 76001.

Commissioner Talambas moved to Approve Zoning Case ZA16-3. Seconded by Commissioner Reilly, the motion was approved by a vote of 9-0-0.

APPROVED

Itemized Allowable Uses



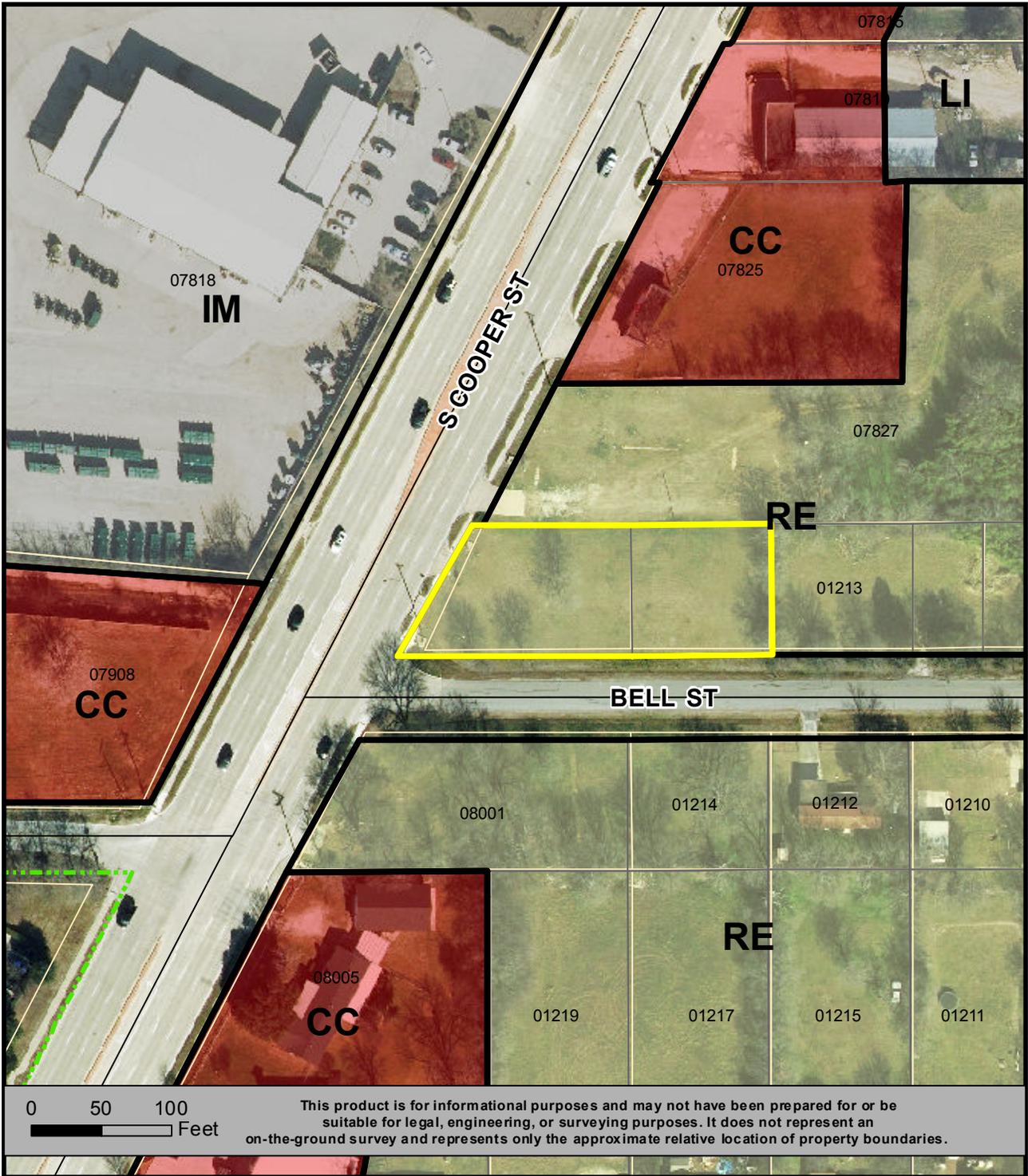
Allowable Uses:

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 (C) - Telecommunication Facilities, Building-mounted antennae and towers, Telecommunication Facilities Towers ≤75 ft., Stealth towers ≤100 ft.



**LOCATION MAP
ZA16-3**

 **RE TO LO
0.514 ACRES**





ZA16-3

RE to LO

North of Bell Street and West of South Cooper Street



View of subject site. View northeast.



View of adjacent lot across Bell Street. View south.



View of industrial property across South Cooper Street as seen from the subject site. View west.



View of posted sign along South Cooper Street. View north.

Staff Report



City of Arlington's Retirement Committee Appointment	
City Council Meeting Date: 5/10/16	Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution appointing Lemuel Randolph, Director of Parks and Recreation, to be a representative for the City of Arlington's Retirement Committee.

PRIOR BOARD OR COUNCIL ACTION

None

ANALYSIS

The Retirement Committee is seeking to replace Keith Melton, P.E., Director of Public Works and Transportation due to his recent retirement from the City of Arlington in March, 2016. This placement will be effective June 1, 2016, and the plan document will be revised to reflect this change upon Council approval. Current Retirement Committee Members are:

Director of Human Resources, Chair
Deputy City Manager – Strategic Support
Don Crowson, Fire Chief
Walter J. Pishkur, Director of Water Utilities
Mike Finley, Director of Finance CFO
Pete Jamieson, Retiree Representative

FINANCIAL IMPACT

None

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Kari Jo Zika Director of Human Resources 817-575-8987 kari.zika@arlingtontx.gov	Gilbert Perales Deputy City Manager 817-459-6100 Gilbert.perales@arlingtontx.gov
---	--

Resolution No. _____

**A resolution appointing Lemuel Randolph, Director of
Parks and Recreation, to the City of Arlington's
Retirement Committee**

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

I.

That Lemuel Randolph, Director of Parks and Recreation, is hereby appointed to
the City of Arlington's Retirement Committee, effective June 1, 2016.

II.

The Retirement Committee members, effective June 1, 2016, are listed below:

Director of Human Resources, Chair
Deputy City Manager - Strategic Support
Don Crowson, Fire Chief
Mike Finley, Director of Finance, Chief Financial Officer
Walter J. Pishkur, Director of Water Utilities
Lemuel Randolph, Director of Parks and Recreation
Pete Jamieson, Retiree Representative

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

W. JEFF WILLIAMS, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY Eddie Martin



Staff Report

Update to Local and Minority Women-Owned Business Enterprise (MWBE) Policy, Bid Project 14-0052

City Council Meeting Date: 5-10-16

Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution revising the Local and Minority Women-Owned Business Enterprise (MWBE) Policy to include recommended changes affecting Local and Minority participation goals.

PRIOR BOARD OR COUNCIL ACTION

On January 22, 2008, City Council approved Resolution No. 08-049, authorizing the execution of an Interlocal Agreement with the North Central Texas Council of Governments for participation in a Joint Availability and Disparity Study as it relates to Disadvantaged Business Enterprise and Minority and Women Business Enterprise Programs.

On June 22, 2010, the Disparity and Availability Report was presented to the Municipal Policy Committee.

On November 5, 2013, the Municipal Policy Committee was briefed on the proposed MWBE Policy.

On December 3, 2013, City Council approved Resolution No. 13-300 adopting the Local and Minority Women-Owned Business Enterprise Policy.

ANALYSIS

From participation in a 2008-2010 Disparity Study to the hiring of a Local and MWBE Coordinator and creation of a policy in 2013, the City has been systematically changing processes to increase notifications and awards to local and minority vendors, as available, including the purchase and implementation of a supplier notification portal tied directly to the City's financial system. Recent projects headed by the MWBE Coordinator include review of solicitation and proposal processes to identify potential barriers and eliminate obstacles that would hinder Local and MWBE businesses from equal participation in City contracts and the creation of a subcontractor tracking mechanism within the construction and engineering project system.

After receiving community feedback and getting direction at the March 29 City Council retreat staff worked with the City Attorney's Office on proposed recommendations and is providing a revised policy, for your consideration.

FINANCIAL IMPACT

None.

ADDITIONAL INFORMATION

Attached:

Resolution

Updated Local and MWBE Policy

Under separate cover:

None

Available in the Purchasing Division:

Project File with Original Policy

STAFF CONTACT(S)

Gilbert Perales
Deputy City Manager
817-459-6101
Gilbert.Perales@arlingtontx.gov

Reginald Cleveland
MWBE Coordinator
817-459-6263
Reginald.Cleveland@arlingtontx.gov

Mike Finley
Chief Financial Officer
817-459-6345
Mike.Finley@arlingtontx.gov

Debra Carrejo, CPPO
Purchasing Manager
817-459-6305
Debra.Carrejo@arlingtontx.gov

Resolution No. _____

A resolution adopting the revised Local and Minority Women-Owned Business Enterprise Policy

WHEREAS, in January of 2008, the City of Arlington participated in an Availability and Disparity study to determine if Minority/Women-Owned Business Enterprise (MWBE) statistical disparity existed and to ascertain if certain practices affected any documented disparity; and

WHEREAS, the study identified relevant statistical findings that MWBE's were underutilized in the procurement of goods and services with the City, compared to marketplace availability; and

WHEREAS, on December 3, 2013, City Council approved Resolution No. 13-300 adopting the City's Local and Minority Women-Owned Business Enterprise Policy; and

WHEREAS, a revised policy has been developed from recent community feedback; and

WHEREAS, the City Council finds that it serves a public purpose to adopt the revised Local and MWBE policy to encourage and assist in the participation of local and MWBE businesses in City procurements; **NOW THEREFORE**

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

I.

That all of the recitals contained in the preamble of this resolution are found to be true and are adopted as findings of fact by this governing body and as part of its official record.

II.

That the City Council hereby adopts the revised Local and Minority Women-Owned Business Enterprise Policy.

III.

A substantial copy of the Local and Minority Women-Owned Business Enterprise Policy is attached hereto and incorporated herein for reference.

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

W. JEFF WILLIAMS, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY Eddie Martin



City of Arlington, Texas

LOCAL & MWBE POLICY

REVISION: May 2016

**LOCAL & MWBE POLICY
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4.0	Local and MWBE Policy Coordination and Administration	3
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CITY OF ARLINGTON LOCAL AND MWBE POLICY

1.0 GOVERNING AUTHORITY

The primary governing authority for the City of Arlington's Local and Minority/Woman-Owned Business Enterprise (MWBE) Policy shall be in accordance with applicable state and local government codes and federal requirements where required. The Mayor and Council shall routinely review the Local and MWBE Policy and the City's resolution shall record any changes made to the policy.

2.0 PURPOSE AND SCOPE

It is in the best interest of the City of Arlington to stimulate the growth of Local and Minority/Woman Owned Business Enterprise (MWBE) businesses by encouraging full participation in all phases of City procurement opportunities. Therefore, it is the City of Arlington's policy to equitably and conscientiously include Local and MWBE businesses in the City's procurement process for all basic goods and services, construction, and professional services. The City will ensure that Local and MWBE businesses are provided timely and comprehensive information about procurement opportunities and are provided an equal opportunity to compete for all City procurements.

The City of Arlington reaffirms that it will not, nor will its contractors, discriminate on the basis of race, color, religion, national origin, or gender in the award and performance of contracts. The City also states that nothing herein shall be construed to authorize or require expenditure of funds for goods and services, construction, and professional services apart from normal and statutory purchasing processes.

3.0 OBJECTIVES

All City departments have the shared responsibility to support and adhere to policy requirements involving the procurement of goods and services, professional services, and construction/engineering. Additionally, competitive and applicable non-competitive procurements, including cooperatives, interlocal agreements, and those made via procurement card, should follow the Local and MWBE Policy.

4.0 LOCAL AND MWBE POLICY COORDINATION AND ADMINISTRATION

The MWBE Coordinator is the primary administrator of the Local and MWBE Policy. The general duties of the MWBE Coordinator are summarized below:

1. Administer the City's *Local and MWBE Policy*, as well as standards and procedures established by the City Council;
2. Provide listings of Local and MWBE businesses using the City's in-house Supplier Portal and other resources for City departments and businesses seeking prime and/or subcontracting opportunities;
3. Verify and maintain the certification status of minority- and woman-owned businesses registered with the City;
4. Work with departments through reviews of solicitation and proposal processes identify potential barriers and eliminate obstacles that would hinder Local and MWBE businesses from equal participation on City contracts;

5. Monitor and report the progress of Local and MWBE business growth and demographics from the City's Supplier Portal;
6. Attend pre-bid/proposal conferences, as available, to emphasize the City's *Local and MWBE Policy* to potential bidders;
7. Review City contracts to verify MWBE subcontracting participationthe MWBE participation to verify that MWBE participation as reported by the prime contractor;
8. Encourage and promote joint ventures, partnering, mentor-protégé, and teaming arrangements that include local and MWBE businesses to enhance innovative approaches to increase local and MWBE participation;
9. Promote partnerships with local chambers and business assistance organizations that support the local and MWBE business communities;
10. Coordinate and conduct conferences to familiarize the Local and MWBE business community with the City's solicitation and procurement processes;
11. Assist departments in providing post solicitation and event debriefings designed to help unsuccessful participants improve their responses for future solicitationsolicitations;
12. Work with staff and consultants to identify subcontracting opportunities prior to any solicitations;
13. Serve as an ex-officio officer on selection/evaluation committees to ensure compliance with the City's *Local and MWBE Policy*; and
14. Prepare and present periodic reports to the City Council on the progress of the Supplier Portal along with the Local & MWBE participationparticipation.

5.0 MWBE CERTIFICATION

To ensure the integrity of the Local & MWBE policy, the City will recognize MWBE companies that have received one or more certifications from the following organizations: North Central Texas Regional Certification Agency (NCTRCA), State of Texas Historically Underutilized Business (HUB), Texas Department of Transportation (TxDOT), DFW Minority Supplier Development Council (MSDC), and Woman's Business Council Southwest. The City reserves the right to review, accept, or reject any certification from agencies not listed.

6.0 MWBE PARTICIPATION

City of Arlington has established anMWBE participation good-faith effort goal of 25% on applicable City procurements to include construction and professional services. Solicitations shall require the vendor to list any/all subcontracting activities and demonstrate an acceptable good faith effort toward achievement of the MWBE participation as determined by the City. Upon contract approval by the City Council, the vendor will provide timely payment documentation to demonstrate their commitment to meeting the MWBE subcontracting goal.

Only certified MWBE firms as defined in Section 5.0 may be counted toward the City's goals. Although the City strongly recommends and encourages MWBE firms to obtain certification for accurate tracking, certification is not required in order for a firm to participate in the City's contracting and purchasing activities.

7.0 COMPETITIVE PROCUREMENT REQUIREMENTS

7.1 Quotes/Informal Solicitations (\$3,000 - \$50,000)

Pursuant to Texas Local Government Code Chapter 252.0215 Solicitations for an expenditure of more than \$3,000 but less than \$50,000, shall contact at least two Historically Underutilized Businesses (HUBs) on a rotating basis and document the attempt to obtain responses from these businesses. If the list fails to identify a disadvantaged business in the county in which the City is situated, the City must document, in accordance with State requirements.

7.2 Formal Solicitations (\$50,000 or greater)

Except where otherwise exempted by applicable State law, purchases totaling greater than \$50,000 require a formal solicitation process (sealed bids, sealed proposals, requests for offer, and other competitive processes as identified). Formal solicitations will identify the requirement and for any prime contractor to provide a subcontracting plan that complies with the good faith effort requirement of this policy and its goals.

The MWBE Coordinator will serve as an active partner with City departments to ensure that competitive bidding practices are engaging the Local and MWBE communities in accordance this policy.

7.3 Cooperative Purchases

Cooperative purchases are regularly processed through the City's Purchasing Division. The City requires all departments to consider, where feasible and available, local and MWBE suppliers when using the cooperative purchasing option, to include:

- Interlocal Agreement Purchases
- State Contract Purchases
- Joint Purchases

7.4 Professional Services & Consultants

All City departments, when soliciting professional services, shall make a good faith effort to identify local businesses and certified MWBE businesses and provide opportunity to submit qualifications to strive toward MWBE participation goal of 25%. The stated participation shall in no way preclude an MWBE firm to be considered as a prime contractor. City departments shall encourage potential proposers to utilize local and certified MWBE businesses for potential subcontracting opportunities, where feasible.

7.5 Other Procurement Options

The City utilizes other procurement options such as the following:

- Best Value Procurement
- Sole/Single Source Agreements
- Emergency Procurements
- Specified Sourcing Options

Local and MWBE participation requirements will not be precluded when using the above options. Where feasible, contractors will be required to make a good faith effort to identify and include minority-owned and woman-owned businesses for subcontracting

opportunities.

8.0 DEFINITIONS

Certified Minority/Woman-Owned Business Enterprise (MWBE) Includes businesses that meet the certification requirements of an authorized certification agency as recognized by the City of Arlington, to include the state of Texas' Historically Underutilized Business (HUB) certification.

Historically Underutilized Business (HUB) certification is defined as a certified business that is at least 51% owned, operated, and controlled by the qualifying groups which include Asian Pacific Americans, Black Americans, Hispanic Americans, Native Americans and American Women.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references.

Local Business is defined as the headquarters or primary executive or administrative office of the business; or an established office, plant, store, warehouse, or other facility where the majority of the business' operations and transactions are conducted and located within the City of Arlington. This is verified through the business' signed affirmation of location and a State of Texas or Tarrant County tax document verifying location.

Best Value Procurement Best Value is a procurement process that enables the City to consider key factors other than the lowest responsible bid in the competitive bid process. Factors that may be considered include the price, offeror's experience and reputation, the quality of the offeror's goods or services, the impact on the ability to comply with laws and rules related to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities, and any other relevant factor specifically listed in the request for bids, proposals, or qualifications.



Staff Report

AI Rollins Park Naming	
City Council Meeting Date: 5-10-16	Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution naming the park located at 3311 Southwest Green Oaks Boulevard as "AI Rollins Park".

PRIOR BOARD OR COUNCIL ACTION

On March 14, 2013, the Parks and Recreation Board voted unanimously to endorse the name "AI Rollins Park" for the park site located at 3311 Southwest Green Oaks Boulevard.

ANALYSIS

This 2.4 acre undeveloped park site is located adjacent to the Arlington Southwest Library Branch. Signatures were gathered on a petition and submitted requesting the proposed park be named "AI Rollins Park". The proposed name meets the established guidelines for naming a park or recreational facility.

No funding has currently been identified for development of the park, but will be developed in the future as funding becomes available.

FINANCIAL IMPACT

There is no financial impact to this proposal.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

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

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

Resolution No. _____

A resolution naming the park located at 3311 Southwest Green Oaks Boulevard as "Al Rollins Park"

WHEREAS, signatures were gathered on a petition and submitted requesting the 2.4 acre undeveloped park site located adjacent to the Arlington Southwest Library Branch be named "Al Rollins Park"; and

WHEREAS, the proposed name meets the established guidelines for naming a park or recreational facility; and

WHEREAS, Mr. Rollins served as Arlington's city engineer, director of public works and director of utilities from 1956 to 1963 and was appointed city manager in July 1963; and

WHEREAS, Mr. Rollins resigned as city manager in January 1967 and joined with Gene Schrickel to form Schrickel, Rollins and Associates, a design firm offering civil engineering, landscape architecture and planning services; and

WHEREAS, Mr. Rollins is still active in the firm today and serves as chairman emeritus; and

WHEREAS, on March 14, 2016, the Parks and Recreation Board voted unanimously to endorse the name "Al Rollins Park"; NOW THEREFORE

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

I.

That the park located at 3311 Southwest Green Oaks Boulevard is hereby named "Al Rollins Park".

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

W. JEFF WILLIAMS, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY *Edehi M. Antonio*

Park Naming Opportunities

Park Site	Address	Mapsco Page	Details
Valley View Park	906 Highland	83Q	1-acre undeveloped site for a future pocket park in east Arlington; four residential lots were purchased in 2008 and the homes have been removed; Site will provide open space for the neighborhood until development funding is identified
Timberlake Drive park site	821 Timberlake Drive	84Q	15-acre undeveloped site for a future neighborhood park in east Arlington
Nathan Lowe park site	800 W. Nathan Lowe Road	96Z	12-acre undeveloped site for a future neighborhood park in southeast Arlington
Harris Road park site	907 W. Harris Road	110L	9-acre undeveloped site for a future neighborhood park in southeast Arlington
Eden Road park site	1813 E. Eden Road		6-acre undeveloped site for a future neighborhood park in southeast Arlington
Tarrant County park site	7215 New York Avenue	112J	5-acre undeveloped site purchased from Tarrant County in January 2009 for a future neighborhood park in southeast Arlington
Fish Creek Linear Park	1701 Harwood Road	111C-D	40-acre natural area along developed trail system between Collins Street and New York Avenue
Lynn Creek Linear Park	6501 Matlock Road	111E	Natural area along developed trail system between Matlock Road and Silo Road

Please Print your named address
 if you want a city park named for
AL ^{AND Your} ROHLINS Phone #

Don & Norma Cutler 3509 Solano Dr 817-466-3715
 ATL 76017

Bob & Marie Rainey 817-275-1202 1704 SANFORD CT.

Charles McKinney 817-274-9327 Arlington, TX

BILL PALMER 3016 Duff Dr 817-277-3088

Grace Holsomback 2815 Woodwind Dr 817-861-1414

Pax Saultray 2813 Fox Creek Tr. 817-692-4869

Madelin League 2810 E. Mitchell 816-649-0986

Virginia Burnette 4401 Woodview Ct. 817-451-8127

Joe Farrell 1805 Woodside Dr 817-446-7251

John Hebert 1603 Freeman 226 Ct 817-682-5006

LINDA TEMPLIN
Linda P. Templin

817-461-0236

CAROL LINK
Carol Link

817/689-6010

Nita Bazer
Joe and Ann Ferrell

817-478-6530
817-446-7251

~~XXXX~~ Donna Joan Bradley

817-460-0693

JUDY ELLIOTT

469-358-9724

Jimmy Patton

817-944-0316

Karen J. Best

817-496-4444

Becky Dossey

817 223-3693

KURT KRODER
Kroder

215 MILLPOND DR, ARL 76002

817-308-5329

CALEB WADE
Caleb Wade

2203 RACQUET CLUB CT.
ARLINGTON, TX 76017

(817)304-4523

MARY HADY 1016 W. INWOOD DR ARL 76013 817-460-3663

ALBERT W. ROLLINS, P. E.
Arlington

Al Rollins was born in Dallas, the son of a civil engineer, and attended the Highland Park public schools. He attended Texas A & M and received a Bachelor of Science degree in civil engineering in June 1951. Upon graduation he entered the United States Army and served as a combat engineer officer in the 40th U. S. Infantry Division in Korea during the Korean War in 1952-53. Upon his discharge the Texas Highway Department District 18 office employed him in Dallas. In January 1955, Al received one of the first Automotive Safety Foundation fellowship grants and returned to Texas A & M where he accepted a teaching assistantship and was one of the first full-time students in the recently formed Texas Transportation Institute. He received a Master of Science degree in civil engineering in January 1956.

Upon graduation, Al Rollins was employed as city engineer in Arlington, Texas - at that time a city of around 20,000. He served as city engineer, director of public works and director of utilities from 1956 to 1963 and was appointed city manager of Arlington in July 1963. Resigning as city manager in January 1967, Al Rollins joined with Gene Schrickel to form Schrickel, Rollins and Associates, a design firm offering civil engineering, landscape architecture, and planning services. He is still active in the firm today and serves as chairman emeritus.

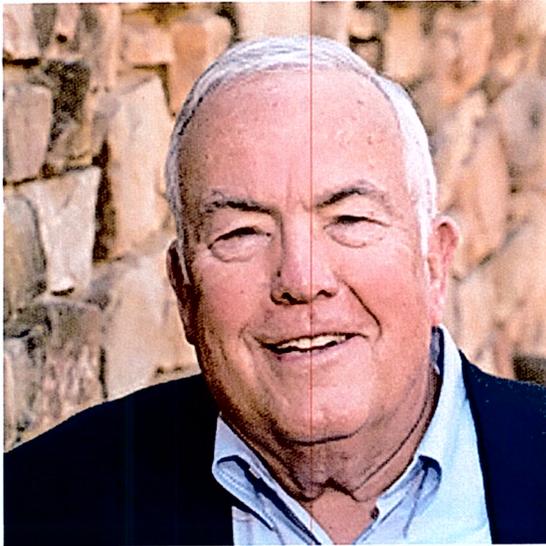
While city engineer in Arlington in the late '50's, Al pioneered the use of lime slurry for the improvement of clay soils and poor quality base materials and wrote several articles on this subject. While at Arlington the city increased in population from some 20,000 to around 75,000, and the city converted from a ground water municipal water system to a surface supply with the construction of Lake Arlington. His over 40 year tenure at Schrickel, Rollins and Associates has involved broadly diverse projects. These include major recreational facility design for the Corps of Engineers at Lakes Lavon and Ray Roberts and for the Texas Parks and Wildlife Department at Possum Kingdom Reservoir and Lake Mineral Wells. The firm has designed major street projects for nearly every city in the Dallas/Fort Worth Metroplex and major interstate, U. S., and farm-to-market projects for TxDOT. Planning activities have included master comprehensive plans for cities, school districts and major universities. Athletic facilities such as stadiums at the University of Texas at Arlington, Plano I. S. D., and Duncanville I. S. D., tracks at the University of Houston, TCU, and Texas A & M, and major tennis facilities, including the nationally recognized tennis center at TAMU, have also been part of the firm's work. Major sewer facilities have been designed for Arlington and the Trinity River Authority as well as water treatment, storage, and distribution facilities for many cities and utility districts.

Al has been active in many professional organizations. He is a life member and has been a fellow in ASCE for more than 40 years. He has been especially active in the technical activities of the Society at the national level. He was a member and chairman of several committees of the Urban Planning and Development Division of ASCE and served as chairman of the Division in 1979-80. He is a past president and life member of the Texas Public Works Association and a past president of the Fort Worth Post as well as a fellow of the Society of American Military Engineers. He is a life member of both AWWA and the WEF. Al is a life member and was the first president of the Mid-Cities Chapter of TSPE where he was selected Engineer of the Year in 1972. He also served as a regional vice-president for Region 5 of TSPE. In 2002 Al received the Award of Honor presented by the Texas Section of ASCE and in 2005 he was designated a Distinguished Civil Engineering Graduate of Texas A & M University. Three members of the Rollins family have received the Texas Section's Award of Honor - A. P. Rollins (Al's father) in

1960, General A.P.Rollins, Jr. (Al's brother) in 1989 and Al. Al is a Registered Professional Engineer in Texas, Oklahoma, and Louisiana.

In 1970, Al Rollins was appointed by Governor Preston Smith to the Texas Turnpike Authority. He served as a member of the authority until 1972 when, at the request of Governor Smith, he resigned to assume the chairmanship of the Texas Mass Transportation Commission. He served as chairman of the Mass Transportation Commission under Governors Smith and Briscoe and was instrumental in the merger of the Texas Highway Department and the Mass Transportation Commission to form the State Department of Highways and Public Transportation, the predecessor organization to TxDOT.

Al is a deacon in his church and has been an active Kiwanian for over 55 years. Al and his wife, the former Martha James, have two adult children - Elizabeth Yaggi, P. E., and Mark, both of whom have civil engineering degrees, and 6 grandchildren.



Al Rollins, PE - Chairman Emeritus

Aggie roots run deep in the Rollins family. Mrs. Rollin's father, William H. James, Texas A&M Class of 1925, earned a bachelor's degree in textile engineering, a precursor to industrial engineering. Rollins' brother, Andrew Jr., Class of 1939, is a civil engineer. Their late father, Andrew P. Rollins Sr., Class of 1906, was a decorated civil engineer and 1926-27 president of the university's Association of Former Students. Six uncles attended Texas A&M. Albert Rollins, A&M Class of 1951, is an Aggie civil engineer as are his children. Albert Rollins and his wife Martha created an endowed scholarship at Texas A&M. Their children Elizabeth Rollins Yaggi '83 and Mark Rollins '94 also created a scholarship at Texas A&M.

Mr. Rollins has more than 60 years experience in all aspects of civil engineering. As one of the founders of Schrickel, Rollins and Associates, he has dedicated his career to providing exceptional service that results in a better quality of life for people. Mr. Rollins has served as principal-in-charge on over 50 roadway projects and he has served as project engineer or designer on more than 600 projects at SRA. He has been a frequent lecturer and instructor for

Public Works and Water and Sewer Short Courses at Texas A&M University, and he was an early pioneer in the use of lime in subgrade and base course construction, a method which is commonly used today. Mr. Rollins has been recognized state-wide, having served as a director of the Texas Turnpike Authority; chairman of Texas Mass Transportation Commission until its merger with the highway department; chairman of the Urban Planning and Development Division of ASCE; and the first president of Texas Society of Professional Engineers, Mid-Cities Chapter. Prior to joining SRA, Mr. Rollins served as City Engineer, Director of Public Works, and City Manager of the City of Arlington. Although retired, Mr. Rollins still comes into the office most every day. However, when not here, you can find him in Colorado at his family cabin. There he enjoys the quiet of nature and the wildness of his grandchildren.



ASSISTANT COMMISSIONER POLICE CHIEF HERMAN PERRY
 J. BELL
 C. BROWN
 W. SUTTON
 CITY MNGR AL ROLLINS
 MAYOR TOM VANDERGRIFF

OCT 10, 1964
 GROUND BREAKING FOR NEW
 POLICE STATION

Staff Report



Tarrant Regional Auto Crimes Task Force Interlocal Assistance Agreement	
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City Council Meeting Date: 05-10-16	Document Being Considered: Resolution
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RECOMMENDATION

Approve a resolution authorizing the City Manager or his designee to execute the Tarrant Regional Auto Crimes Task Force (ACTF) Interlocal Assistance Agreement with Tarrant County.

PRIOR BOARD OR COUNCIL ACTION

Council has approved similar resolutions annually since 1993.

ANALYSIS

The Tarrant Regional **Auto Theft Task Force** was formed in 1993. Participants include seven municipal police departments, Parker County Sheriff's Office, Tarrant County Sheriff's Office, and the Tarrant County Criminal District Attorney. The task force actively works to detect, apprehend and prosecute motor vehicle offenders; prevent the sale of stolen vehicles and vehicle parts; and to educate law enforcement, businesses and the public in auto theft prevention. The office is located in Fort Worth, Texas.

Pursuant to legislative amendment, effective September 1, 2007, the task force's name was changed to the Tarrant Regional **Auto Crimes Task Force**, reflecting the addition of preventing vehicle burglary crimes to the scope of the task force by the state legislature. This change does not impact Arlington's participation in the task force.

The purpose of the ACTF Interlocal Assistance Agreement is to enable coordinated and cooperative enforcement efforts among all participating police agencies. The ACTF is funded through a grant from the Texas Automobile Crimes Prevention Authority and local matching funds. Tarrant County received funding to continue the successful multi-agency inter-jurisdictional ACTF.

The Arlington Police Department will assign one sergeant and one investigator to Tarrant County for the grant period, continuing until terminated or rescinded by either governing entity. If this previously authorized agreement is terminated, the Police Department will recommend that its sworn strength be reduced by two positions. Support staff is provided from the Tarrant County Sheriff's Office and the Tarrant County District Attorney's Office.

FINANCIAL IMPACT

The grant will reimburse the City \$211,347 (or 100 percent of the base salary, stability pay, and 80% medical insurance) for one sergeant and one investigator on loan from Arlington to the Tarrant Regional ACTF and \$10,000 for authorized overtime. A cash match of approximately \$52,837 is required, and is available in account 810802-61002. All costs for lease space, equipment, and technology are covered by the grant.

ADDITIONAL INFORMATION

Attached:

Resolution, Agreement

Under separate cover:

None

Available in the City Secretary's office:

None

STAFF CONTACT(S)

Will Johnson

Police Chief

817-459-5702

Will.Johnson@arlingtontx.gov

Leland Strickland

Deputy Chief

817-459-5603

Leland.Strickland@arlingtontx.gov

Resolution No. _____

A resolution authorizing the City Manager or his designee to execute the Tarrant Regional Auto Crimes Task Force Interlocal Assistance Agreement with Tarrant County relative to participation in the Tarrant Regional Auto Crimes Task Force which includes a grant award of \$221,347 and requires a cash match of approximately \$52,837

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 The Tarrant Regional Auto Crimes Task Force Interlocal Assistance Agreement with Tarrant County relative to continued participation in the Tarrant Regional Auto Crimes Task Force (ACTF). The ACTF works to detect, apprehend and prosecute motor vehicle thieves; prevent the sale of stolen vehicles and parts; and educate law enforcement, businesses and the public in auto theft prevention. The Arlington Police Department will assign one sergeant and one investigator to Tarrant County for participation in the ACTF. The ACTF is funded through a grant from the Texas Automobile Crimes Prevention Authority and local matching funds. The grant will reimburse the City \$211,347 (or 100% of the base salary, stability pay, and 80% of medical insurance) for one sergeant and one investigator on loan from Arlington to the Tarrant Regional ACTF and \$10,000 for authorized overtime. A cash match of approximately \$52,837 is required, and is available in account 810802-61002. All costs for lease space, equipment, and technology are covered by the grant.

II.

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

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

W. JEFF WILLIAMS, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY  _____

THE STATE OF TEXAS
COUNTY OF TARRANT

§
§
§

THIS ORIGINAL
EXECUTED BY TARRANT COUNTY
AND BY THE CITY OF ARLINGTON

**THE TARRANT REGIONAL AUTO CRIMES
TASK FORCE INTERLOCAL ASSISTANCE AGREEMENT**

WHEREAS the detection, apprehension, and prosecution of individuals who commit auto theft and burglary of motor vehicle is often hindered because the range of operations of the criminal offender is greater than the jurisdiction of the peace officers called upon to investigate the crime; and,

WHEREAS the existence of a multiplicity of political jurisdictions in Tarrant, Jack, Hood, Palo Pinto, Parker, Somervell and Wise Counties impedes the effectiveness of individual law enforcement agencies to detect and eradicate auto theft and burglary of motor vehicle; and,

WHEREAS past experience has indicated that a cooperative effort between law enforcement agencies and Tarrant County has been effective in detecting and deterring the activities of targeted criminal groups to the mutual benefit of all the political entities of Tarrant County and neighboring counties; and,

WHEREAS pursuant to Chapter 362 of the Texas Local Government Code, the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Article 4413(37) of the Texas Revised Civil Statutes Annotated, as amended by HB 1887, an Act relating to the creation, powers and duties of the Texas Automobile Burglary and Theft Prevention Authority, and the law of the State of Texas, the contracting governmental entities, to-wit: Arlington, Euless, Fort Worth, Grand Prairie, Haltom City, Hurst, Saginaw, the County of Parker, the County of Tarrant, together with the Tarrant County Criminal District Attorney and the Tarrant County Sheriff, hereby agree to participate in, and be a part of the cooperative investigative, enforcement, and

prevention efforts which are known and designated as the Tarrant Regional Auto Crimes Task Force; and,

WHEREAS each of the contracting governmental entities makes the following findings:

- a. This Agreement serves the common interests of all parties;
- b. This Agreement will benefit the public;
- c. The division of costs fairly compensates all parties to this Agreement; and
- d. Each entity has authorized its representative to sign this Agreement;
- e. Each entity acknowledges that it is a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required;

and,

WHEREAS, during the performance of the governmental functions and the payment for the performance of those governmental functions under this Agreement, the parties will make the performance and payment from current revenues legally available to that party; and

WHEREAS a grant of money from the Texas Automobile Burglary and Theft Prevention Authority has been received to fund the continuation of the Tarrant Regional Auto Crimes Task Force.

NOW, THEREFORE, BE IT KNOWN BY THESE PRESENTS:

That Tarrant County, acting by and through its duly authorized County Judge, the Criminal District Attorney of Tarrant County, the Sheriff of Tarrant County, and the cities that have executed, are executing, or will execute substantially similar copies hereof at this time or in the future during the time that this Agreement is in force, acting herein by and through their duly authorized chief administrative officer, do hereby covenant and agree as follows:

TASK FORCE

The Tarrant Regional Auto Crimes Task Force ("Task Force") will be a part of the Tarrant County Sheriff's Office for administrative purposes. The activities of the Task Force shall be supervised by a twelve (12) member Board of Governors. This Board

will include as permanent voting members the Fort Worth Chief of Police, the Arlington Chief of Police, the Tarrant County Criminal District Attorney, and a Chairperson, who shall be the Tarrant County Sheriff. Additionally, the Board will consist of an executive of every additional agency that participates in the Task Force with personnel, to include: the Police Chiefs of Euless, Grand Prairie, Haltom City, Hurst, Saginaw, a Regional Captain of the Texas Department of Public Safety's Motor Vehicle Theft Services, the Parker County Sheriff, and a Supervisor of the National Insurance Crime Bureau. Ex officio members, if any, may be added by agreement of the voting members; ex officio members shall be non-voting. The Board of Governors shall have the responsibility for policy, direction, and control of the Task Force. The Board of Governors will have direct responsibility for the selection of a Commander for the Task Force. The Board will monitor the activities and accomplishments of the Task Force to ensure orderly progress towards attainment of all stated objectives.

There will be one unit, which may form sub-groups or teams as appropriate. The activities and investigations of these sub-groups or teams shall be led by the Sgt. Team Leader at the direction of the Commander of the Task Force. These sub-groups or teams will have the duties assigned to them by the Sgt. Team Leader at the approval of the Commander.

AUTO THEFT AND BURGLARY OF MOTOR VEHICLE INVESTIGATION

Auto theft and burglary of motor vehicle investigations within the jurisdictional bounds of the entities joining this Agreement may be coordinated through the Task Force. All commercial auto theft intelligence received by a law enforcement agency that is a party to this Agreement may be referred to the Task Force for investigation. The assigned officers will respond to complaints in a timely manner. The Task force will conduct salvage business inspections, covert operations, training, arrests,

investigations, assistance to other agencies and public awareness education in an effort to lower the auto theft and burglary of motor vehicle rate.

ASSET SEIZURES

All asset seizures developed by the Task Force in Tarrant County under Chapter 59 of the Code of Criminal Procedure will be prosecuted by the Tarrant County Criminal District Attorney's Office.

There is hereby created a certain fund to be known as the Auto Crimes Task Force Asset Seizure Fund (hereinafter called "Fund"), said Fund to be created in compliance with State law and the requirements of the grant restrictions.

FORFEITURE POLICY

Upon entry of a judgment in a judicial proceeding awarding monies or other proceeds to the Tarrant Regional Auto Crimes Task Force, said monies or proceeds will be immediately deposited in the Auto Crimes Task Force Seizure Fund. The monies and proceeds in this Fund must be used to further the purpose of the Task Force as required by the Tarrant Regional Auto Crimes Task Force Grant award: Enhancement of currently funded and/or future motor vehicle theft enforcement and prevention programs.

All forfeiture funds and other generated program income shall be subject to audit by the Auditor of Tarrant County, Texas, and the Texas Automobile Burglary and Theft Prevention Authority.

Any conveyance or vehicle that is the subject of a final forfeiture shall be awarded to the Task Force to be used to further the purpose of the Task Force as required by the Task Force grant award.

Upon termination of this Agreement, ownership of equipment, hardware, and other non-expendable items will revert to the applicant for which it was acquired, subject

to the approval of the Automobile Burglary and Theft Prevention Authority of the State of Texas.

OFFICER STATUS

Any peace officer assigned to the Task Force by a government entity which is a party to this Agreement shall be empowered to enforce all laws and ordinances applicable in the jurisdiction of the county and municipal entities signatory to this Agreement, including the power to make arrests, execute search warrants, and investigate auto theft and burglary of motor vehicle offenses outside of the geographical jurisdiction from which he or she is assigned, but within the area covered by the jurisdictions of the counties and municipal entities which are parties to this Agreement.

While functioning as a peace officer assigned to the Task Force, he or she shall have all of the law enforcement powers of a regular peace officer of such other political entity.

A peace officer who is assigned, designated, or ordered by the official designated by the governing body of any entity to perform law enforcement duties as a member of the Task Force shall receive the same wage, salary, pension and all other compensation and all other rights for such service, including injury or death benefits and workers' compensation benefits, paid in accordance with the Texas Automobile Burglary and Theft Prevention Authority Grant Guidelines, as existing or as may be amended, and applicable law, as though the service had been rendered within the limits of the entity from which he or she was assigned. Recognizing the benefits to a participating entity to this agreement, it is agreed that all wage and disability payments, including workers' compensation benefits, pension payments, damage to equipment (with the exception of leased vehicles, for which damages will be covered under the provisions of the lease(s) and clothing, medical expense and expense of travel, food and lodging

shall be paid in accordance with the Texas Automobile Burglary and Theft Prevention Authority Grant Guidelines, as existing or as may be amended. However, peace officers assigned to the Task Force will not work overtime that is not reimbursable to their assigning agency without prior approval from their assigning agency supervisor. (For example, Fort Worth police officers assigned to the Task Force will not work Task Force overtime, which is not reimbursable to the Fort Worth Police Department, without prior approval from their Fort Worth police supervisor.) Instead, they will be permitted to flex their work hours as necessary to accomplish Task Force objectives and assignments.

In further recognition of the benefit to be gained by the entity participating in the Task Force, it is agreed that no entity that is a party to this Agreement shall receive or be entitled to reimbursement from another entity participating in this Agreement for any services performed pursuant to this Agreement.

It is further agreed that, in the event that any peace officer assigned to the Task Force is cited as a party defendant to any civil lawsuit, state or federal, arising out of his or her official acts while functioning as a peace officer assigned to the Task Force, said peace officer shall be entitled to the same benefits that such officer would be entitled to receive had such civil action arisen out of an official act within the scope of his or her duties as a member and in the jurisdiction of the law enforcement agency from which he or she was assigned. Further, no entity shall be responsible for the acts of a peace officer of another entity assigned to the Task Force. Each entity participating herein indemnifies and holds all other participating entities harmless for all acts of its own officers and employees acting hereunder, to the full extent permitted by law.

GENERAL PROVISIONS

This Contract is subject to all grant conditions applicable to the grant of the
THE TARRANT REGIONAL AUTO CRIMES TASK FORCE INTERLOCAL ASSISTANCE AGREEMENT - PAGE 6

Texas Automobile Burglary and Theft Prevention Authority to the Tarrant Regional Auto Crimes Task Force.

Each party to this Agreement expressly waives all claims against every other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.

Third party claims against members shall be governed by the Texas Tort Claims Act or other appropriate statutes and laws of the State of Texas and the United States.

It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

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

This Agreement shall become effective as to a party hereto on the day of the execution of the Agreement by the party, and *shall continue in effect as to a participating entity for one year from the date of signature and thereafter until it has been terminated or rescinded by appropriate action of the participating entity's governing body, or expires due to termination of the grant or by operation of law.* (To minimize the administrative difficulty of signature between the many parties, each city or

other law enforcement entity will sign a substantially similar agreement with Tarrant County; however, each party signing substantially similar copies is immediately bound one to another to all other entities participating during the time said agreement is in force as to said entity, even though the parties' signatures appear on different copies of the substantially similar copies. Any entity being added after the agreement is in effect need only sign the documents which Tarrant County signs to be fully a party bound to all other parties, and such signature shall, as of the date of the signing, have the same force and effect as between the joining and already-bound members as if a single document was signed simultaneously by all then-participating entities.)

If program enhancement activities are terminated, unexpended revenues will be promptly returned to the Texas Automobile Burglary and Theft Prevention Authority.

This Agreement may be amended or modified by the mutual agreement of the parties hereto in writing. The Interlocal Agreement is for the period and on the conditions herein contained, and on such conditions to this Agreement as may be added by amendment or by law, and not for any period beyond that permitted by law, nor for any purpose not permitted by law.

This instrument contains all commitments and agreements of the parties, and no oral or written commitments have any force or effect to alter any term or condition of this Agreement, unless the same are done in proper form and in a manner constituting a bona fide amendment hereto.

Two non-local entities, the Texas Department of Public Safety and the National Insurance Crime Bureau each enter separate agreements with Tarrant County for the following reasons: Each entity's staff member carries a statewide law enforcement commission and therefore does not require the enhanced law enforcement jurisdiction afforded by this Agreement; Each entity funds their staff member's salary and fringe

benefits 100%; and each entity's staff member performs in a support role to the Task Force and is available less than 100% of their work week because the availability of each is subject to assignments from their entity.

The parties agree that their collective agreement may be evidenced by the execution of an identical counterpart of this instrument by the duly authorized official(s) of each participant and the failure of any anticipated member to enter into or renew this Agreement shall not affect the agreement between and among the parties executing the Agreement.

ACCEPTANCE OF RESTRICTIONS

Signature of this Agreement constitutes acceptance of all grant conditions, grant restrictions and the terms of all applicable laws.

This is to certify that the objectives of the Tarrant Regional Auto Crimes Task Force as stated in its Grant Application for the fiscal year(s) funding covered by this Agreement have been reviewed and that it is mutually agreed to cooperate to whatever extent is necessary in carrying out the work plan described in the application(s).

Additionally, each participating agency and entity is cognizant of the grant and agrees to abide by any and all rules or special conditions in relation to the application. Agencies or their representatives shall have the right to investigate, examine and audit at any time any and all necessary books, papers, documents, records and personnel that pertain to this contract or any related subcontracts.

BUDGETARY MATTERS

As part of this Agreement, all participating entities entitled to reimbursement will be reimbursed for their participation in this program by grant funds, according to the entity's applicable submitted budget schedule, to the extent that the budget schedule is consistent with the grant. Reimbursement will be made through the grant's financial officer, who is presently S. Renee Tidwell, Auditor, Tarrant County, but is subject to change by Tarrant County. If changed, the change will be made in accordance with the grant and all participating entities will be advised in writing. To the extent that the budget schedule is inconsistent with the grant, the grant controls. *A copy of the latest and most current Grant Award Digest will be provided to all participating agencies when received by Tarrant County.*

Participating entities may bill the financial officer for reimbursement at such periodic intervals as are appropriate and in accordance with the grant.

CONFIDENTIAL FUNDS

The Texas Automobile Burglary and Theft Prevention Authority Guidelines for Control and Use of Confidential Funds will be utilized for the disbursement and reimbursement of confidential funds.

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM CERTIFICATION

The city law enforcement agency signing along with Tarrant County certifies that:

Either the city law enforcement agency signing along with Tarrant County employs fifty (50) or more people and has received or applied to the Texas Automobile Theft Prevention Authority for total funds in excess of \$25,000, in which case the city law enforcement agency signing along with Tarrant County certifies that it has formulated an equal employment opportunity program in accordance with 28 CFR 42.301 et seq., Subpart E and that it is on file in the office of:

NAME

TITLE

STREET ADDRESS

CITY, STATE

OR, if the above is left blank, the city law enforcement agency signing along with Tarrant County certifies that it is not required by the terms of this grant or the laws applicable thereto to have such a plan on file in order to participate in this grant.

The Tarrant County Judge certifies that:

Tarrant County employs fifty (50) or more people and has received or applied to the Texas Automobile Theft Prevention Authority for total funds in excess of \$25,000; therefore, Tarrant County has formulated an equal employment opportunity program in accordance with 28 CFR 42.301 et seq., Subpart E and that is on file in the office of:

**TINA GLENN
DIRECTOR OF HUMAN RESOURCES
100 East Weatherford Street
Fort Worth, Texas 76196.**

Said plan or plans are on file and available for review or audit by an official of the Texas Automobile Theft Prevention Authority as required by relevant laws and regulations.

SIGNED AND EXECUTED this _____ day of _____, 2016.

COUNTY OF TARRANT
STATE OF TEXAS

B. Glen Whitley
County Judge

Dee Anderson
Sheriff

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS:
\$ 211,347 Salaries/Fringe
\$ 10,000 Authorized Overtime

Criminal District Attorney's Office*

Tarrant County Auditor

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

Each entity acknowledges that it is a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

OTHER SIGNING ENTITY:

NAME OF ENTITY

SIGNATURE OF AUTHORIZED OFFICIAL

DATE

TITLE

APPROVED AS TO FORM AND LEGALITY:

ATTORNEY FOR ABOVE-LISTED NON-COUNTY ENTITY

DATE

Attest:

**NONSUPPLANTING CERTIFICATION OF PARTICIPATING
AGENCIES OTHER THAN GRANTEE**

Texas Government Code 772.006(a)(7) requires that state funds provided by this Act shall not be used to supplant state or local funds. Public Law 98-473 requires that federal funds provided by that Act shall not be used to supplant state or local funds.

The city law enforcement agency certifies that Texas Automobile Burglary and Theft Prevention Authority funds will not be used to replace state or local funds that would be available in the absence of Texas Automobile Burglary and Theft Prevention Authority funds.

NAME

TITLE

(CITY OR LAW ENFORCEMENT ENTITY)

(Note: Tarrant County's certification is incorporated in each grantee's report of expenditure and status of funds. Also, a copy of the Special Condition - Assurances, exactly as it appears in the Texas ABTPA Administrative Guide, follows this page.

ASSURANCES

NON-COUNTY ENTITY ASSURANCES CERTIFICATION

(Tarrant County's assurances are included in the grant application.)

I certify that the programs proposed in this application meet all the requirements of the Texas Automobile Burglary and Theft Prevention Authority Program, that all the information presented is correct, and that that the applicant will comply with the rules of the Automobile Burglary and Theft Prevention Authority and all other applicable federal and state laws, regulations and guidelines. By appropriate language incorporated in each grant, subgrant, or other document under which funds are to be disbursed, the undersigned shall assure that the following assurances apply to all recipients of assistance.

NAME

TITLE

(CITY OR LAW ENFORCEMENT ENTITY)

Note – This Interlocal Assistance Agreement was last updated January 2016.



SPECIAL CONDITION

ASSURANCES

A Grantee and the Applicant hereby makes and certifies that as grantee, it and any subgrantee shall comply with the following conditions:

- 1. A grantee and subgrantee must comply with ABTPA grant rules and UGMS.**
- 2. A grantee and subgrantee must comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any persons related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.**
- 3. A grantee and subgrantee must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.**
- 4. A grantee and subgrantee must comply with Texas Government Code, Chapter 551, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law.**
- 5. A grantee and subgrantee must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child payments.**
- 6. No health and human services agency or public safety or law enforcement agency may contact with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.**
- 7. A grantee and subgrantee that is a law enforcement agency regulated by Texas Government Code, Chapter 415, must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in process of achieving compliance with such rules.**

SPECIAL CONDITION

ASSURANCES (continued)

8. When incorporated into a grant award or contract, these standards assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contact administration system to insure that all terms, conditions, and specifications are met. (See Section _____.36 for additional guidance on contract provisions.)
9. A grantee and subgrantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantees and subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.
10. Grantees and subgrantees will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
11. Grantees and subgrantees will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. §§ 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
12. Grantees and subgrantees will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.



SPECIAL CONDITION

ASSURANCES (continued)

13. Grantees and subgrantees will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
14. Grantees and subgrantees will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
15. Grantees and subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO11738)
16. Grantees and subgrantees will comply with Article IX, Section 5 of the state appropriations act which prohibit the use of state funds to influence the outcome of any election or the passage or defeat of any legislative measure.

Staff Report



Bulletproof Vest Partnership Grant

City Council Meeting Date: 05-10-16

Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution authorizing the acceptance of grant funds, if awarded, for bulletproof vests through the Bulletproof Vest Partnership (BVP) program administered by the Office of Justice Programs' Bureau of Justice Assistance in the amount of \$129,260.

PRIOR BOARD OR COUNCIL ACTION

Council approved a similar resolution on June 2, 2015 via resolution #15-109.

ANALYSIS

According to the U.S. Department of Justice, the country experienced a dramatic thirty-seven percent increase in law enforcement deaths nationwide in 2010. Fifty-nine percent of officers killed in 2010 were shot during violent encounters (including one of our own). As a result, the U.S. Department of Justice committed to improving officer safety. With this commitment, funding was made available to law enforcement agencies through the BVP program. This grant provides 50% funding for bulletproof vests for agencies that have a "mandatory wear" policy for the vests. The Arlington Police Department has adopted such a policy.

Since the initiation of this program, law enforcement has seen a significant drop nationwide in officers killed by gunfire. According to the U.S. Department of Justice, thirty-three lives were saved as a direct result of wearing protective vests in FY2012.

FINANCIAL IMPACT

According to manufacturer guidelines, bulletproof vests should be replaced at least every five years to maintain an acceptable safety rating. Over the next two years, the estimated number of replacement vests needed plus new vests for rookies in academy classes is a total of 460 vests. This grant program will provide \$129,260 (or 50% of the cost of 460 vests). The additional 50% of the cost has already been budgeted as a routine equipment purchase and is available in account 810301-60003.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Will Johnson Police Chief 817-459-5702 Will.Johnson@arlingtontx.gov	Steve Evans Management Services Director 817-459-5321 Steve.Evans@arlingtontx.gov
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Resolution No. _____

A resolution authorizing the acceptance of a grant, if awarded, from the United States Department of Justice, Office of Justice Programs' Bureau of Justice Assistance, in the amount of \$129,260 through the Bulletproof Vest Partnership Program for the purchase of bulletproof vests and authorizing the execution of contracts and other documents relative to the grant

WHEREAS, the Arlington Police Department has applied for a grant from the United States Department of Justice, Office of Justice Programs' Bureau of Justice Assistance, for the purchase of bulletproof vests; and

WHEREAS, grants are often required to be accepted within a short amount of time after being awarded; 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, if awarded, grant funds related to a grant application to the United States Department of Justice, Office of Justice Programs' Bureau of Justice Assistance, for funding through the Bulletproof Vest Partnership Program in the amount of \$129,260. The grant funding will provide 50% of the cost to purchase 460 bulletproof vests. The remaining 50% of the cost is budgeted as a routine equipment purchase and is available in account 810301-60003.

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, contracts, and other documents relative to the grant.

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

W. JEFF WILLIAMS, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY _____
TS

Staff Report



Fee Authorization for Community Development and Planning Department, and for Public Works and Transportation Department	
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City Council Meeting Date: 5-10-16	Document Being Considered: Resolution
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RECOMMENDATION

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

PRIOR BOARD OR COUNCIL ACTION

Since September 1, 2009, the Mayor and City Council have adopted the following resolutions authorizing adjustments to fees for services provided by the Community Development and Planning Department: Resolution No. 09-274 on September 22, 2009, Resolution No. 09-331 on October 27, 2009, Resolution No. 09-344 on November 3, 2009, Resolution No. 10-016 on January 12, 2010, Resolution No. 10-017 on January 25, 2010, Resolution No. 10-254 on September 14, 2010, Resolution No. 11-001 on January 4, 2011, Resolution No. 11-346 on September 13, 2011, and Resolution No. 14-241 on September 16, 2014.

ANALYSIS

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

An adjustment to the Annual Administrative Fee associated with Gas Drilling and Production is required to reflect the amount of costs historically incurred by the City for administering, permitting and inspecting permitted gas wells. Currently, the Annual Administrative Fee is \$2,000.00 per well. Following an analysis of the historical costs for annual permitting and inspections, city staff recommends an adjustment increasing the Annual Administrative Fee to \$2,875.00 per well, effective July 1, 2016.

FINANCIAL IMPACT

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

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

James F. Parajon, FAICP
Deputy City Manager
817-459-6103
Jim.Parajon@arlingtontx.gov

Resolution No. _____

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

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

I.

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

II.

ADMINISTRATION

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

1. Abandonments

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

III.

CONSTRUCTION

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

1. **Building Permit Fees**¹

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

BUILDING PERMIT FEE TABLE 1
Based on Project Valuation

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

2. **Plan Review Fee**¹

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

fee has been paid. The plan review fee shall be assessed at 35% of the building permit fee.

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

3. Miscellaneous Construction (With a Plan Review Fee)

- A. Public/semi-public swimming pools and spa.....based on valuation
- B. Parking Lotsbased on valuation
(Note: No charge if issued with project building permit)

- C. Fence, Subdivision Screening Wall\$100.00
Plus \$5.00 per lot of location
- D. Roofing replacement for commercial buildingsbased on valuation
- E. Foundation repair for commercial buildings.....based on valuation

4. Miscellaneous Construction (No Plan Review Fee)

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

5. One and Two Family Dwellings Only

- A. Portable Storage/Accessory Building 320 s.f. or less \$25.00/each
- B. Permanent Storage/Accessory Building, any size.....based on valuation

- C. Garage, Carport, Porte Cochere, Garageport
 - 1) When permitted with a new residenceno charge, included in base permit fee
 - 2) When not permitted with a new residencebased on valuation
 - 3) Patio Cover, Screened Porch, Gazebo & Decks
..... based on valuation (\$45.00 minimum)
- D. Roofing replacement.....based on valuation
- E. Foundation repairbased on valuation
- 6. **Revisions to Issued Permits**.....\$50.00 per hour
- 7. **Fee for Any Permit Required by the Construction Chapter But Not Elsewhere Specified in this Fee Schedule**.....\$50.00 Minimum, and Building Official may set appropriate fee based on scope of work and/or investigation/plan review to recover the cost of review and inspection.
- 8. Flowage Easement “Encroachment Review Fee” for properties located in the City Limits of Fort Worth abutting Lake Arlington (Retaining Walls)....based on valuation
- 9. **Certificate of Occupancy***

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

- A. New Structures
 - 1) Certificate of Occupancy other than listed below.....\$80.00
 - 2) Built to suit (building constructed for a specific user; full permit).....\$0.00
 - 3) Speculative shell for future occupancy by one or more tenants; includes meters for parking lot lights and house lights (Certificate of Completion).....\$80.00
- B. Existing Structures
 - 1) New tenant\$80.00
 - 2) Existing business/new owner\$80.00
 - 3) Same business owner/new business name\$80.00
 - 4) Apartments, Name and/or ownership change/per building (additional fee).....\$6.00
Minimum project fee.....\$80.00
Maximum project fee.....\$230.00
 - 5) Mini-warehouses, Name and/ownership change/per building (additional fee).....\$6.00
Minimum project fee.....\$80.00
Maximum project fee.....\$230.00
 - 6) Clean & Show (to provide a building/space with temporary utility service for cleaning or presentation to potential tenants; no occupancy permitted).....\$80.00

10. Business Registration Fees

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

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

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

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

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

12. Miscellaneous Fees

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

13. Moving Permit Fees

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

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

- Buildings of more than 900 square feet.....\$250.00
When a building is moved in sections, each section is considered a separate building or structure for the purpose of assessing fees.
- B. When the move requires more than one day upon the City streets, alleys or other public property, there shall be added for each additional day an amount equal to 50 percent of the fee required for the first day.
- C. When a building is proposed to be located within the City, an inspection fee of \$125.00 per hour plus round trip mileage is assessed to inspect the building prior to being moved.

14. Oversize and Overweight Vehicles

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

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

15. Sign Permit Fees

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

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

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

16. Demolition Permit Fee

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

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

IV.

ELECTRICAL

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

1. Electrical Permit Fee¹

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

2. Miscellaneous Electrical Permit Fees¹

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

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

7) Equipment rated in KW (each):	
i. Up to and including 15 KW.....	\$4.00
ii. Over 15 KW and up to and including 50 KW.....	\$6.50
iii. Over 50 KW.....	\$13.50
8) Equipment rated in tons (each):	
i. Up to and including 5 tons.....	\$4.00
ii. Over 5 tons up to and including 7-1/2 tons.....	\$6.50
iii. Over 7-1/2 tons.....	\$12.50
9) Electrical Vehicle Charging Station 120 – 480 Volt	\$25.00 Each
E. Hearing before the Electrical Board.....	\$100.00
F. After-Hours Inspections	
Minimum 2 hours	\$150.00
Each additional hour.....	\$75.00
Minimum 30 minute increments.....	\$37.50
G. <u>Fee for Any Permit Required by the Electrical Chapter But Not Elsewhere Specified in this Fee Schedule</u>	\$50.00 Minimum, and Building Official may set appropriate fee based on scope of work and/or investigation/plan review to recover the cost of review and inspection.

3. Business Registration Fees

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

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

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

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

V.

ELECTRONIC DOCUMENT SCANNING

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

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

VI.

GAS DRILLING AND PRODUCTION

The City of Arlington is hereby authorized to charge and collect the following fees for gas drilling and production pursuant to authority contained in the "Gas Drilling and Production" Chapter of the Code of the City of Arlington, Texas, 1987.

1. Permit application fee	\$2,500.00
2. Inspector fee.....	\$12,000.00
3. Annual administrative fee	\$2,875.00
4. Sign installation fee.....	\$100.00
5. Amended permit application fee.....	\$750.00
6. Appeal fee	\$300.00
7. Temporary water line review and inspection fee	\$0.20 per linear foot of water line.....minimum charge of \$1,000.00
8. Permit Extensions.....	\$750.00
9. Road Damage Fee	
<u>Pavement Section</u>	<u>Piped Water.....</u> <u>Hauled Water</u>
Type I	\$1,011 per lane mile.....\$2,773 per lane mile
Type II	\$515 per lane mile.....\$1,402 per lane mile
Type III	\$293 per lane mile.....\$795 per lane mile
Type IV	\$608 per lane mile.....\$1,656 per lane mile
Type V	\$608 per lane mile.....\$1,656 per lane mile
Type VI	\$368 per lane mile.....\$1,013 per lane mile
Type VII	\$110 per lane mile.....\$308 per lane mile
Type VIII	\$106 per lane mile.....\$296 per lane mile
Type IX	\$92 per lane mile.....\$257 per lane mile
Type X	\$92 per lane mile.....\$256 per lane mile

VII.

HEALTH

The City of Arlington is hereby authorized to charge and collect the following fees for permits, inspections, and other miscellaneous charges relative to health services pursuant to authority in the "Health" Chapter of the Code of the City of Arlington, Texas, 1987.

1. Child Care Centers	
A. Application Fee/Plan Review Fee.....	\$375
B. Change of Ownership.....	\$300
C. Food Service Included (Initial or Annual Renewal).....	\$400
D. No Food Service (Initial or Annual Renewal)	\$200
E. Playground Inspection (Initial or Annual Renewal)...\$50 per playground at facility	
F. Reinspection Fee.....	\$150
G. Reinstatement Fee.....	\$75
H. Duplicate Permit Fee.....	\$10

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

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

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

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

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

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

VIII.

IRRIGATION

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

1. Irrigation Permit Fees¹

Irrigation Permit fee to install a new irrigation system

Potable Water:

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

Reclaimed Water:

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

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

Potable Water:

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

Reclaimed Water:

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

2. Business Registration Fees¹

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

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

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

3. **Miscellaneous Fees**¹

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

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

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

IX.

MECHANICAL

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

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

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

2. Mechanical Permit Fees Not Associated with Building Permits¹

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

A. Mechanical Miscellaneous Permit Fees, Residential

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

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

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

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

3. Other Miscellaneous Fees

A. Re-inspection Fee.....	\$75.00
B. Appeal to the Mechanical and Plumbing Board of Appeals.....	\$100.00
C. After-Hours Inspections.....	
Minimum 2 hours.....	\$150.00
Each additional hour.....	\$75.00
Minimum 30 minute increments.....	\$37.50

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

4. Business Registration Fees

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

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

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

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

X.

MUNICIPAL SETTING DESIGNATION

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

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

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

XI.

PLUMBING

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

1. Plumbing Permit Fees¹

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

2. Miscellaneous Plumbing Permit Fees

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

- | | |
|---|---------|
| A. Base permit fee..... | \$65.00 |
| B. Install/Replace water heater, first water heater..... | \$15.00 |
| Plus per additional water heater..... | \$5.00 |
| C. Install/Replace sewer line..... | \$10.00 |
| D. Install/Replace water line..... | \$10.00 |
| E. Gas line | |
| Repair/Replace gas line..... | \$20.00 |
| Install new gas line..... | \$20.00 |
| Plus, per each outlet..... | \$2.00 |
| F. Mobile home hook up, (gas, water & sewer)..... | \$20.00 |
| G. Backflow prevention devices | |
| Outdoors (lawn irrigation first device)..... | \$20.00 |
| Indoors (first device)..... | \$20.00 |
| Plus for each additional device..... | \$5.00 |
| maximum fee of \$200.00 per building address | |
| H. Replace fixtures (lavatory, sink, water closet, tub, etc.) for the first five.... | \$20.00 |
| Plus for each additional fixture at building address..... | \$5.00 |
| Maximum fee of \$400.00 per building address | |
| I. Installing new fixtures (lavatory, sink, water closet, tub, etc.) for the first three..... | \$30.00 |
| Plus for each fixture in excess of three at the same address..... | \$12.00 |

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

3. Other Miscellaneous Plumbing Permit Fees

- A. Reinspection Fee..... \$75.00
- B. Appeal before the Mechanical and Plumbing Board of Appeals..... \$100.00
- C. Administrative processing fee..... \$25.00
- D. After-Hours Inspections

 - Minimum 2 hours\$150.00
 - Each additional hour.....\$75.00
 - Minimum 30 minute increments.....\$37.50

- E. **Fee for Any Permit Required by the Plumbing Chapter But Not Elsewhere Specified in this Fee Schedule**.....\$65.00 Minimum, and Building Official may set appropriate fee based on scope of work and/or investigation/plan review to recover the cost of review and inspection.

4. Business Registration Fees

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

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

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

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

XII.

PLATTING

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

1. PRELIMINARY PLAT FEES

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

2. **FINAL PLAT FEES**

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

3. **COMBINATION PLAT FEES**

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

4. **REPLATS / MINOR PLAT FEES**

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

5. **AMENDED PLAT FEES**

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

6. **PLAT VACATION FEES**

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

7. **CONVEYANCE PLAT FEES**

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

* Does not constitute the approval of the development of property

8. **SPECIAL PLAT FILING FEE**

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

9. **MISCELLANEOUS PLAT ITEMS FEE**

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

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

XIII.

SPECIAL EVENT PARKING

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

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

XIV.

TRANSPORTATION

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

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

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

XV.

ZONING

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

1. ZONING CASE TYPE FEES

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

2. DEVELOPMENT PLAN FEES

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

3. SPECIFIC USE PERMITS (SUP) FEES

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

4. LANDSCAPE/TREE PRESERVATION PLAN REVIEW/PERMIT FEES

- A. When a fee is required for the review of landscape plans in conjunction with the processing of building permits, the amount shall be based on the area of the lot to be developed.
Square Feet of Lot to be Developed
 Up to and including five (5) acres.....\$230.00
 Over five (5) acres, up to and including twenty (20) acres.....\$400.00
 Over twenty (20) acres.....\$600.00

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

5. OTHER MISCELLANEOUS ZONING FEES

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

XVI.

This resolution shall become effective July 1, 2016, and shall affect all fees collected on or after this date.

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

W. JEFF WILLIAMS, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY _____

Staff Report



Zoning Case PD14-9R (Legends Express Car Wash)	
City Council Meeting Date: 5-10-16	Document Being Considered: Ordinance

RECOMMENDATION

Following the public hearing, consider Zoning Case PD14-9R, with a Development Plan.

PRIOR BOARD OR COUNCIL ACTION

On October 15, 2014, the Planning and Zoning Commission recommended approval of PD14-9, a planned development for community commercial uses plus a carwash, with the following stipulation, by a vote of 9-0-0: exclude gasoline sales, pawn shop, and second-hand goods store uses from the PD.

On November 4, 2014, the City Council approved first reading by a vote of 9-0-0.

On November 18, 2014, the City Council approved second reading by a vote of 7-0-0.

On April 20, 2016, the Planning and Zoning Commission recommended approval of PD14-9R by a vote of 9-0-0, with the following stipulations:

1. The enclosure wall surrounding the outside run will match the materials of the primary structure
2. A shade structure will be provided to cover the outside run.

ANALYSIS

Request

The applicant requests to revise the PD on approximately 3.002 acres addressed at 5521, 5523, and 5525 South Cooper Street, and generally located north of West Nathan Lowe Road and east of South Cooper Street.

Current zoning: Planned Development (PD) for Community Commercial (CC) uses plus a Car Wash, with a Development Plan

Requested zoning: Planned Development (PD) for Community Commercial (CC) uses plus a Car Wash and a commercial kennel with an outside run, with a Development Plan

The subject site consists of three undeveloped lots, one fronting on South Cooper Street and the other two behind it, to the east. The total area of the site is just less than two acres. Through this PD revision, the applicant proposes to allow an outside run for a commercial kennel. CC zoning allows for a commercial kennel; however it includes a condition of no outside run.

Adjacent Land Uses

The subject site is surrounded by other commercial properties. To the north is a Firestone Master Car Care Service Center zoned Planned Development (PD) for Community Commercial (CC) uses plus auto parts accessory sales and service. To the south is a Discount Tire store also zoned Planned Development (PD) for Community Commercial (CC) uses plus auto parts accessory sales and service. To the east are the Arlington Skatium and ASI Gymnastics center zoned Light Industrial (LI), and to the west across South Cooper Street are medical and general business offices zoned Community Commercial (CC).

Development Plan

The applicant is proposing to add an outside run to the proposed commercial kennel use shown on the existing development plan. The applicant proposes to encase the outside run with an eight-foot tall masonry wall and screen the wall with shrubs surrounding it that will grow to at least six-feet tall. The outside run is proposed to be utilized during the hours of 9am to 3pm. The facility is proposed to be approximately 12,000-square-feet and will comply with the Commercial Design Standards of the Unified Development Code (UDC) and incorporate similar elements of the car wash building being constructed on the lot adjacent to South Cooper Street with regards to building materials and style to embody a unified development. The other uses surrounding the lot are a skating rink, gymnastics center, two auto repair shops, and carwash which would be minimally impacted by this addition.

Comprehensive Plan

The proposed revision to the existing PD is to allow the use of outside runs for a commercial kennel which is not permitted under the current PD. The 2015 Comprehensive Plan, *99 Square Miles*, contains goals to develop high-quality residential neighborhoods along with low-intensity commercial development that provides convenient neighborhood services to residents who live there. Due to the lack of residential uses on the surrounding properties and the neighborhood convenience use provided by allowing outside runs with a commercial kennel, the proposed amendment to the PD is in general conformance with the Comprehensive Plan and other relevant plans.

FINANCIAL IMPACT

None

ADDITIONAL INFORMATION

Attached:	Ordinance with Exhibits A and B Case Information with P&Z Summary Development Plan (6 pages)
Under separate cover:	None
Available in the City Secretary's office:	None

STAFF CONTACTS

Jennifer Pruitt, AICP, LEED AP Planning Manager, Land Development Community Development and Planning 817-459-6138 Jennifer.Pruitt@arlingtontx.gov	Nathaniel Barnett, AICP Senior Planner Community Development and Planning 817-459-6670 Nathaniel.Barnett@arlingtontx.gov
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Ordinance No. _____

An ordinance changing the zoning classification on certain property known as 5521, 5523 and 5525 South Cooper Street to Planned Development (PD) for Community Commercial (CC) uses plus a car wash and an outside run for a commercial kennel, with a Development Plan; amending the Zoning District Map accordingly; authorizing the building official to issue permits upon the effective date; providing for a fine of up to \$2,000.00 for each violation; providing this ordinance be cumulative; and providing for severability, governmental immunity, injunctions, publication, and an effective date.

WHEREAS, after notice and public hearing the Planning and Zoning Commission heard and recommended approval of Zoning Case PD14-9R on April 20, 2016; and

WHEREAS, after notice and public hearing, and upon consideration of the recommendation of the Commission and of all testimony and information submitted during the public hearing, the City Council has determined that it is in the best interest of the public and in support of the health, safety, morals, and general welfare of the citizens that the zoning amendment be approved. Now therefore

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

1.

The zoning classification of certain property known as 5521, 5523 and 5525 South Cooper Street, described in Exhibit A, is hereby changed to Planned Development (PD) for Community Commercial (CC) uses plus a car wash and an outside run for a commercial kennel, with a Development Plan, by the approval of PD14-9R, and the Zoning District Map shall be amended to reflect the zoning change made by this ordinance. Development and use of the property shall be in compliance with this ordinance and the attached Development Plan.

2.

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

3.

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

4.

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

5.

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

6.

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

7.

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

8.

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

9.

This ordinance shall become effective upon second publication.

PRESENTED AND GIVEN FIRST READING on the 10th day of May, 2016 at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the ___ day of ___, 2016 by a vote of ___ ayes and ___ nays at a regular meeting of the City Council of the City of Arlington, Texas.

W. JEFF WILLIAMS, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY _____

PD14-9R
EXHIBIT "A"

BEING approximately 3.002 acres of land with frontage on South Cooper Street and is commonly known as Lots 64A2R1, 64A2R2 and 64A3, of the William Stephens Addition, an addition to the City of Arlington, Texas;

AND being generally located north of West Nathan Lowe Road and east of South Cooper Street, with the approximate address being 5521, 5523 and 5525 South Cooper Street.

PD14-9R
EXHIBIT "B"

1. The zoning of this site is PD (Planned Development) for Community Commercial (CC) uses plus a car wash and an outside run for a commercial kennel, with a Development Plan.
2. The following uses shall not be allowed in this PD; gasoline sales, pawn shop, and second-hand goods store.
3. Lot 64A2R1 will include a car wash use.
4. Lots 64A2R2 and 64A3 will include Community Commercial (CC) uses such as a commercial kennel with an outside run, office, and retail.
5. The exterior building materials for the car wash shall consist of brick, stone, and marble tiles.
6. There shall be no canopies for the parking spaces in front of the building as seen from South Cooper Street.
7. The enclosure wall for the outside run of the commercial kennel shall match the materials of the primary structures within the PD.
8. There shall be a shade structure built over the outside run of the commercial kennel to ensure the outside run is protected from the sun.
9. In addition to complying with the non-residential design standard of the Unified Development Code (UDC), the buildings on Lots 64A2R2 and 64A3 shall also incorporate similar materials and complementary design to the car wash building.
10. Lots 64A2R2 and 64A3 shall incorporate the same type of landscaping as Lot 64A2R1 as part of the unified development.
11. A row of trees shall be planted on lot 64A2R2 between the proposed office/retail buildings and the carwash to create a natural buffer between the uses.
12. Use and development of the property shall be in compliance with the Development Plan.
13. In the event of a conflict between the provisions in this Exhibit B and any other exhibits to this ordinance, the provisions of Exhibit B control.

Case Information



Applicant: Cobb, Fendley & Associates represented by Scott Maynor

Property Owner: Amicus Development Group LLC represented by Ronnie Corbin and Buxton Arlington Pet LLC (Buxton Holding) represented by Bryan Spain

Sector Plan: Southeast

Council District: 2

Allowable Uses: All uses as itemized in attachment ii.

Development History: The subject site is currently platted as Lots 64A2R1, 64A2R2, and 64-A3 of the William Stephens Addition.

Previous zoning cases in the general vicinity in the past five years include:

Case No.	Location	Request	Disposition
PD14-9	Subject Site	Planned Development for Carwash	Approved

Transportation: The proposed development has one point of access. The point of access is from South Cooper Street.

Thoroughfare	Existing	Proposed
South Cooper Street	120-foot, 6-lane divided major arterial	120-foot, 6-lane divided major arterial

Traffic Impact: The proposed Planned Development zoning amendment will generate similar traffic patterns as the existing Planned Development zoning and will not impact the adjacent street system.

Water & Sewer: Water is available from a six-inch water line that has been extended to the property from West Nathan Lowe Road, from a six-inch water line located to the north of lot 64A3 in a utility easement on lot 48R1, and from a 24-inch water line in South Cooper Street. Sanitary Sewer is available from a six-inch sanitary sewer line that has been extended to the property from West Nathan Lowe Road, from a six-inch sanitary sewer line located to the north of lot 64A3 in a utility easement on lot 48R1 and from a six-inch sanitary sewer line in South Cooper Street.

Case Information



Drainage: The site is located within the Rush Creek drainage basin. No portion of the site is located in a FEMA floodplain. No significant drainage impacts are expected to result from development of this site as long as the site complies with relevant city ordinances.

Fire: Fire Station Number 9, located at 909 Wimbledon Drive, provides protection to this site. The estimated fire response time is less than five minutes, which is in keeping with recommended standards.

School District: Arlington Independent School District.

The proposed zoning request is located in the Arlington Independent School District and has no impact on the schools serving this site.

Notices Sent:
Neighborhood Associations:

- ACTION North Arlington
- AISD
- Arlington Alliance for Responsible Government
- Arlington Neighborhoods
- Deerwood Park Home Owner's Association
- East Arlington Review
- Emerald Park Neighborhood Organization
- Estates Above Wimbledon Home Owner's Association
- Fannin Farm Home Owner's Association
- Far South Arlington Neighborhood Association
- Forest Hills Home Owner's Association
- Harold Patterson Community Association
- Northern Arlington Ambience
- Summerwood Community Watch
- SWAPO (Southwest Arlington Property Owners)
- Turf Club Estates
- WeCan (West Citizen Action Network)
- Wimbledon Addition Home Owner's Association
- Wimbledon on the Creek

Property Owners: 13
Letters of Support: 0
Letter of Opposition: 0

PLANNING AND ZONING COMMISSION SUMMARY:

Public Hearing: April 20, 2016

Zoning Case PD14-9R (Legends Express Car Wash – 5521 South Cooper Street)

Case Information



Application to change the zoning on approximately 1.786 acres. from Planned Development (PD) for Community Commercial (CC) uses plus a carwash, with a Development Plan to Planned Development (PD) for Community Commercial (CC) uses plus a carwash and a commercial kennel with an outside run, with a Development Plan; generally located north of West Nathan Lowe Road and east of South Cooper Street.

Present to speak in support of this case was Scott Maynor, 2801 Network Boulevard, Suite 800, Frisco, 75034.

Commissioner McAlister moved to Approve Zoning Case PD14-9R with the following stipulations:

- The enclosure wall surrounding the outside run will match the materials of the primary structure
- A shade structure will be provided to cover the outside run.

Seconded by Commissioner Myers, the motion was approved by a vote of 9-0-0.

APPROVED

Itemized Allowable Uses



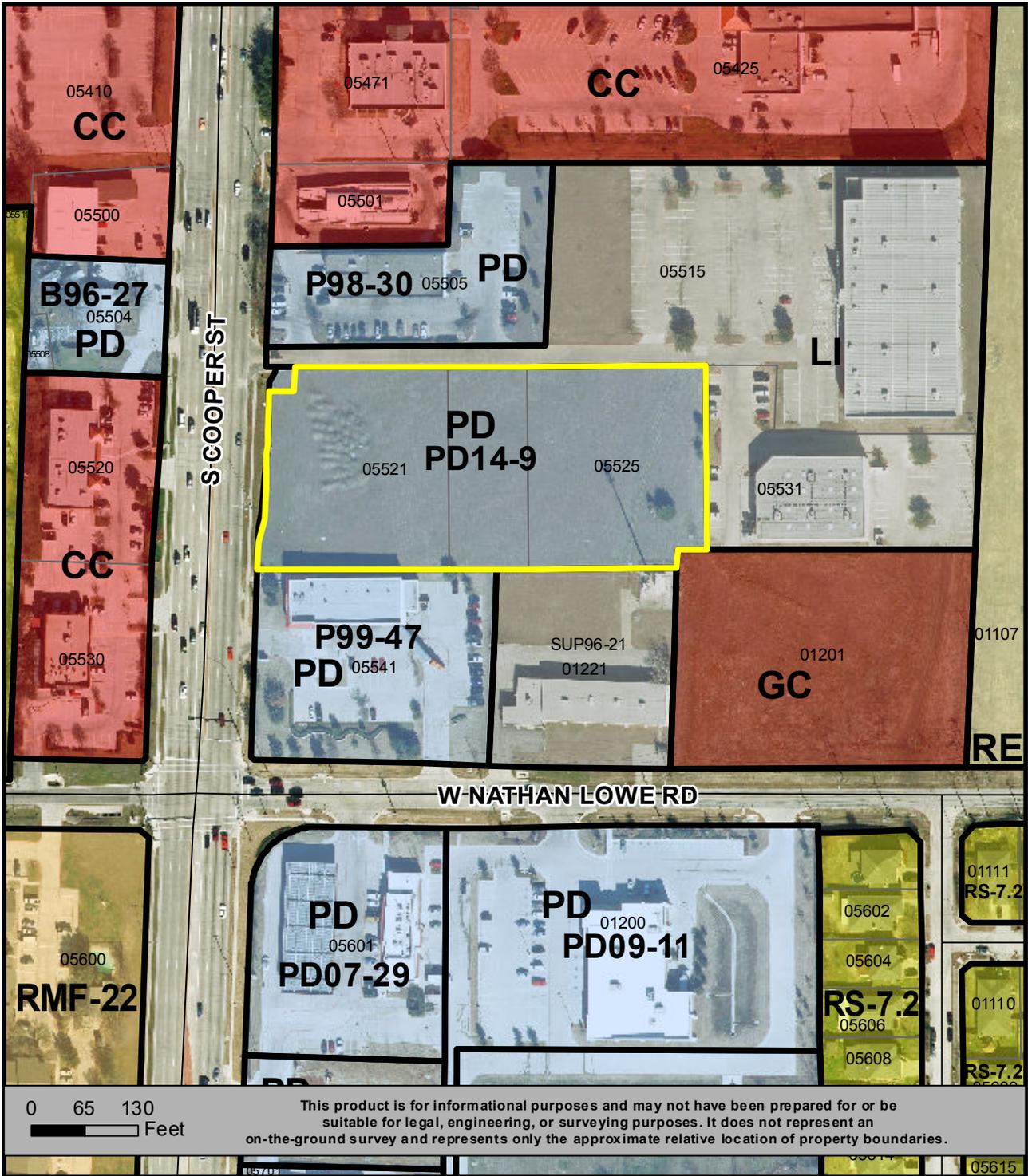
Allowable Uses:

Planned Development (PD) for all Community Commercial (CC) uses plus a car wash and a commercial kennel with an outside run, with a Development Plan

Permitted - Nursing home, Art gallery or museum, Government administration and civic buildings, Domestic violence shelter, Mortuary/crematory/funeral chapel, Philanthropic institution (other than listed), Religious assembly, Business school, Public or private school, University/college/seminary, Hospital, Medical or dental office or clinic, Cemetery, Community garden, Public park or playground, Crop production, Gasoline sales, Catering service, Restaurant, Restaurant/take-out and delivery only, Office/business or professional, Telemarketing call center, Day care center, Private club/lodge/fraternal, General personal services (other than listed), Massage therapy clinic, Recreation/indoor (other than listed), Wedding chapel, Country club, Golf course, Major tourist attraction, General retail store (other than listed), Firearm sales, Pawn shop, Second-hand goods store, Swimming pool/spa and accessory sales and service, Medical or scientific research laboratory, Electric utility substation, Radio or TV station or studio, Utility lines, towers or metering station, Kennel/commercial with an outside run, and car wash.

Specific Use Permit - Halfway House, Hospital/psychiatric, Hotel/limited service, Residence hotel, Bail bond service, Banquet hall, Billiard parlor, Bowling alley, Bingo hall, Gun range, Night club, Recreation general outdoor (other than listed), Marina, Specialty paraphernalia sales, Wrecker service, Gas well, Transit passenger terminal, Utility installation other than listed, Telecommunication Facilities Towers >75 ft., Stealth towers >100 ft., Self-storage facility.

Conditions - Veterinary clinic, Motor vehicle rental, Financial services, Restaurant with drive-through, Sidewalk café, Hotel/full service, Skating rink, Teen club, Theatre indoor, Building and landscaping materials and lumber sales, Nursery/garden shop or plant sales, Food processing, Custom and craft work, Telecommunication Facilities Building-mounted antennae and towers, Telecommunication Facilities Towers ≤75 ft., Stealth towers ≤100 ft.



LOCATION MAP
PD14-9R

AMENDMENT TO PD
1.786 ACRES



PD14-9R

North of West Nathan Lowe Road and east of South Cooper Street



View of subject site. View east.



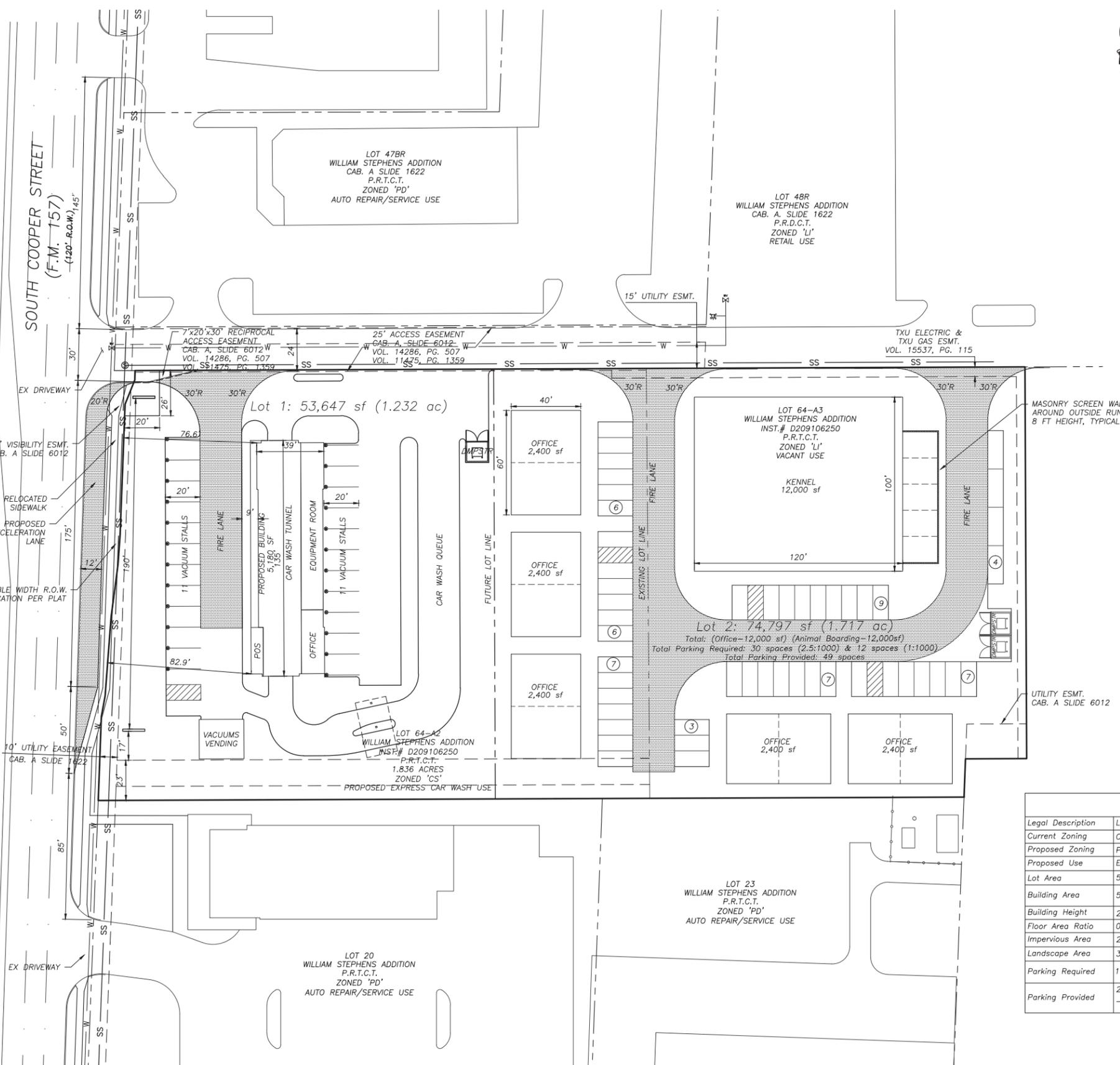
View of adjacent commercial uses located north of the subject site. View north.



View of adjacent commercial use as seen from the subject site. View south.

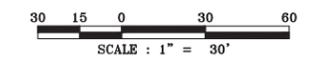


View of adjacent commercial uses located east of the subject site. View east.



- ZONING REQUEST INFORMATION**
- The first zoning district that permits the proposed car wash use is the Light Industrial (LI) district.
 - No variation from required performance standards is proposed.
 - The project exceeds the following required performance standards:
 - Section 5.6.4(l)(1)(a-d): "All exterior walls, including parking structures, garages, and accessory structures shall be finished with 85 percent of an approved material. The proposed project is comprised of 100% of the materials listed."
 - Section 5.6.4(l)(1)(f): "Structures 20,000 square feet or less shall require a minimum of two (2) distinct building materials from the approved material list be utilized on all facades to provide architectural detail and interest." The proposed project uses three (3) distinct building materials from the list.
 - The following use restrictions are proposed:
 - Lot 1 - Express Car Wash
 - Lot 2 - Kennel with outside kennel runs; & Office
 - The buildings developed on Lot 2 will comply with the Commercial Design Standards and will incorporate elements of the building on Lot 1 to create a unified development.

Legal Description	Lot 64-A2 William Stephens Addition	Lot 64-A3 William Stephens Addition
Current Zoning	CC	LI
Proposed Zoning	PD	PD
Proposed Use	Express Car Wash	Animal Kennel & Office (Future)
Lot Area	53,647 SF (1.232 Ac.)	74,797 SF (1.717 Ac.)
Building Area	5,180 SF	Kennel - 12,000 SF Office - 12,000 SF
Building Height	25' max	25' max
Floor Area Ratio	0.097	0.320
Impervious Area	21,517 SF (40%)	TBD
Landscape Area	32,130 SF (60%)	TBD
Parking Required	1 per 150 SF Shop Area = 35	Kennel: 1 per 1000 SF = 12 Office: 2.5 per 1000 SF = 30
Parking Provided	22 Vacuum Stations + 2 Accessible + 11 in Wash Queue = 35 Total	49 Total (2 Accessible)



NO.	DATE	COMMENT
1	08/18/2014	CITY COMMENTS

NO.	DATE	REVISIONS

CobbFendley
 TBPE Firm Registration No. 274
 TBPLS Firm Registration No. 100467
 6801 Gaylord Parkway, Suite 302
 Frisco, Texas 75034
 972.335.3214 | fax 972.335.3202 | www.cobbhendley.com

**WILLIAMS STEPHENS ADDITION
 LOT 64-A2
 LEGENDS EXPRESS CAR WASH
 SITE LAYOUT**

DATE:	03/21/2016	SCALE:	SEE SHEET
DESIGN BY:	SLW	DRAWN BY:	SLW
SHEET NO.:	1 OF 1	LOG NUMBER:	1312-028-03
SHEET ID:	Arlington Zoning Site Plan.dwg		

SP-01



A PLUS DESIGN GROUP

ARCHITECTURE
INTERIORS
CONSTRUCTION
972-724-4440
972-691-7731 FAX
APDG.US
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9/10/2014

ARLINGTON,
TEXAS

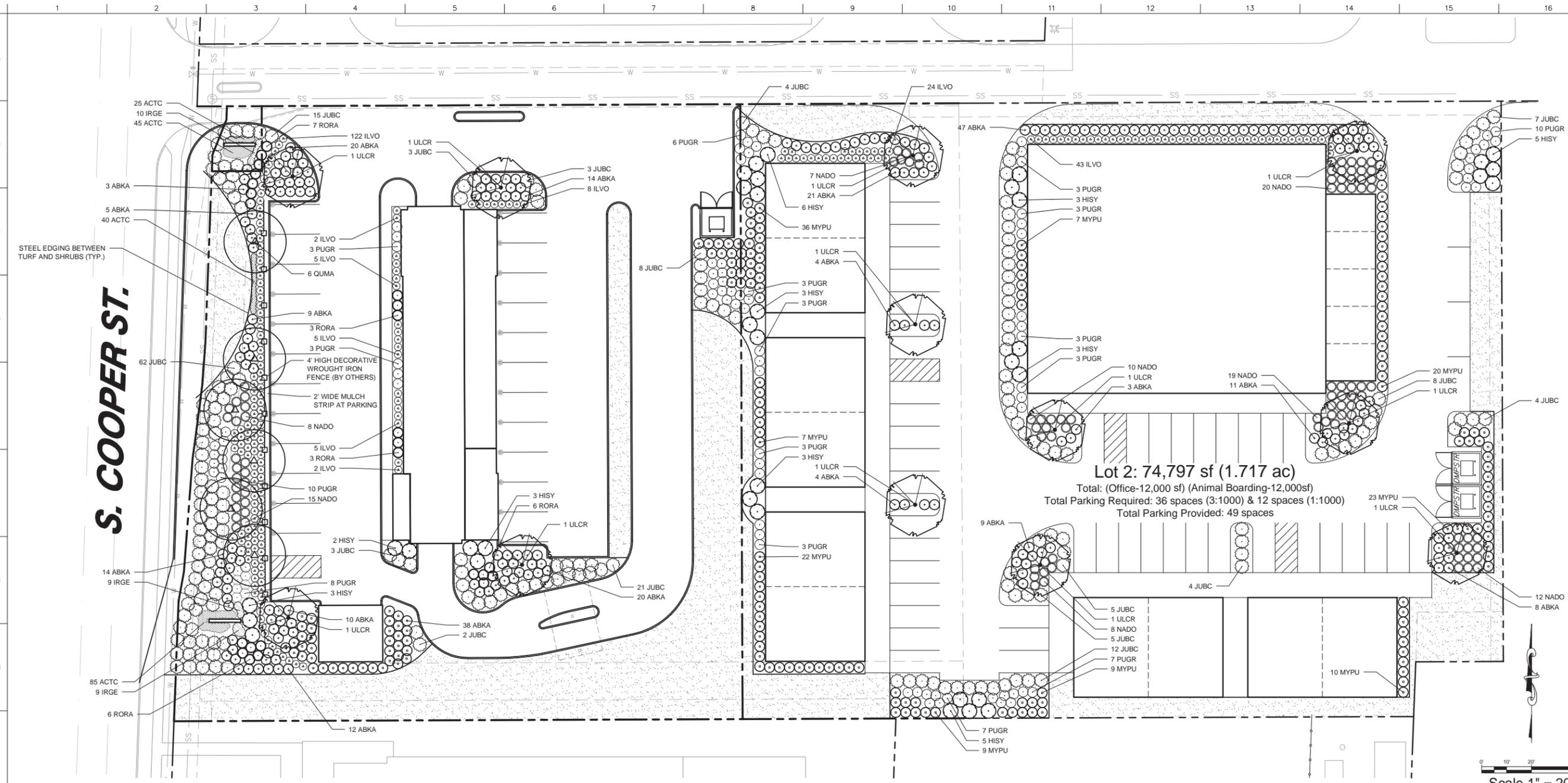


A NEW CAR WASH
FACILITY FOR:

REVISIONS		
No.	DATE	NOTE

Drawn by: LML
Checked by: LML
Project No. 13-0925
Date 06-20-2014

LANDSCAPE
PLAN
L1.1



LANDSCAPE CALCULATIONS - LOT 1

LANDSCAPE SETBACK
 FRONTAGE LENGTH: 247 LF
 TREES REQUIRED: 6, 4" TREES (1, 4" TREE PER 45 LF)
 TREES PROVIDED: 6, 4" TREES
 SHRUBS REQUIRED: 70 SHRUBS (14 SHRUBS PER 50 LF)
 SHRUBS PROVIDED: 114 SHRUBS
 TOTAL SETBACK AREA: 3,622 SF
 MAXIMUM TURF ALLOWED: 1,449 SF (40%)
 TURF PROVIDED: 1,329 SF (36.7%)

INTERIOR PARKING
 TOTAL PARKING SPACES: 25 SPACES (25 REQUIRED, 0 OVERPARKED)
 TREES REQUIRED: 3 TREES
 - 1 TREE PER 10 REQUIRED SPACES = 3 TREES
 - 1 TREE PER 3 OVERPARKED SPACES = 0 ADD'L SPACES/3 = 0 TREES
 TREES PROVIDED: 4 TREES

LANDSCAPE CALCULATIONS - LOT 2

LANDSCAPE SETBACK
 FRONTAGE LENGTH: 0 LF

INTERIOR PARKING
 TOTAL PARKING SPACES: 49 SPACES (42 REQUIRED, 7 OVERPARKED)
 TREES REQUIRED: 8 TREES
 - 1 TREE PER 10 REQUIRED SPACES = 5 TREES
 - 1 TREE PER 3 OVERPARKED SPACES = 7 ADD'L SPACES/3 = 3 TREES
 TREES PROVIDED: 8 TREES

ROOT BARRIERS

THE CONTRACTOR SHALL INSTALL ROOT BARRIERS NEAR ALL NEWLY PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS. ROOT BARRIERS SHALL BE EQUIVALENT TO 'CENTURY' OR 'DEEP-ROOT' 24" DEEP PANELS. BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. INSTALL PANELS PER MANUFACTURER'S RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE THE ROOTBALL.

MULCHES

AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 3" THICK LAYER OF 1-1/2" SHREDDED WOOD MULCH IN ALL PLANTING AREAS. CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED.

PLANTING LEGEND

SYMBOL	BOTANIC NAME	COMMON NAME	SIZE	SPACING	QUANTITY	REMARKS
TREES						
QUMA	Quercus macrocarpa	Burr Oak	4" cal., 12'-14' high	20' o.c. min.	6	
ULCR	Ulmus crassifolia	Cedar Elm	4" cal., 12'-14' high	Per plan	12	
SHRUBS						
ABKA	Abelia grandiflora 'Kaleidoscope'	Kaleidoscope Abelia	#5 cont.	4' o.c.	215	
HISY	Hibiscus syriacus 'Diana'	Diana Rose-of-Sharon	#5 cont.	6' o.c.	36	
ILVO	Ilex vomitoria 'Nana'	Dwarf Yaupon Holly	#7 cont.	3' o.c.	216	30" high min. at planting
JUBC	Juniperus horizontalis 'Blue Chip'	Blue Chip Juniper	#5 cont.	5' o.c.	193	
MYPY	Myrica pusilla	Dwarf Wax Myrtle	#5 cont.	4' o.c.	179	
NADO	Nandina domestica 'Compacta'	Compact Heavenly Bamboo	#5 cont.	3.5' o.c.	99	
PUGR	Punica granatum 'Nana'	Dwarf Pomegranate	#5 cont.	4' o.c.	90	
RORA	Rosa 'Radsunny'	Sunny Knock-Out Rose	#3 cont.	4' o.c.	24	
PERENNIALS AND ORNAMENTAL GRASSES						
ACTC	Achillea 'Terra Cotta'	Terra Cotta Yarrow	#1 cont.	12" o.c.	195	
IRGE	Iris germanica	Tall Bearded Iris	#1 cont.	18" o.c.	28	Blue/salmon colors, even mix
TURF AND SEED						
	Cynodon Tifway 419'	Tifway Hybrid Bermuda Grass	Sod	---	---	

PLANTING SPECIFICATIONS

GENERAL

1. QUALIFICATIONS OF LANDSCAPE CONTRACTOR
 - a. ALL LANDSCAPE WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE FIRM SPECIALIZING IN LANDSCAPE PLANTING.
 - b. A LIST OF SUCCESSFULLY COMPLETED PROJECTS OF THIS TYPE, SIZE AND NATURE MAY BE REQUESTED BY THE OWNER FOR FURTHER QUALIFICATION MEASURES.
 - c. THE LANDSCAPE CONTRACTOR SHALL HOLD A VALID NURSERY AND FLORAL CERTIFICATE ISSUED BY THE TEXAS DEPARTMENT OF AGRICULTURE, AS WELL AS OPERATE UNDER A COMMERCIAL PESTICIDE APPLICATOR LICENSE ISSUED BY EITHER THE TEXAS DEPARTMENT OF AGRICULTURE OR THE TEXAS STRUCTURAL PEST CONTROL BOARD.
2. SCOPE OF WORK
 - a. WORK COVERED BY THESE SECTIONS INCLUDES THE FURNISHING AND PAYMENT OF ALL MATERIALS, LABOR, SERVICES, EQUIPMENT, LICENSES, TAXES AND ANY OTHER ITEMS THAT ARE NECESSARY FOR THE EXECUTION, INSTALLATION AND COMPLETION OF ALL WORK, SPECIFIED HEREIN AND/OR SHOWN ON THE LANDSCAPE PLANS, NOTES, AND DETAILS.
 - b. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK, INCLUDING ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES IN SUPPLY, TRANSPORTATION AND INSTALLATION OF MATERIALS.
 - c. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITY LINES (WATER, SEWER, ELECTRICAL, TELEPHONE, GAS, CABLE, TELEVISION, ETC.) PRIOR TO THE START OF ANY WORK.

PRODUCTS

1. ALL MANUFACTURED PRODUCTS SHALL BE NEW, CONTAINER AND BALLED-AND-BURLAP-WRAPPED PLANTS.
 - a. FURNISH NURSERY-GROWN PLANTS COMPLYING WITH ANSI Z60.1-2004. PROVIDE WELL-SHAPED, FULLY BRANCHED, HEALTHY, VIGOROUS STOCK FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISTURBANCE. ALL PLANTS WITHIN A SPECIES SHALL HAVE SIMILAR SIZE AND SHALL BE OF A FORM TYPICAL FOR THE SPECIES. ALL TREES SHALL BE GROWN FROM SOURCES WITHIN 200 MILES OF THE PROJECT SITE, AND WITH SIMILAR CLIMATIC CONDITIONS.
 - b. ROOT SYSTEMS SHALL BE HEALTHY, DENSELY BRANCHED ROOT SYSTEMS, NON-POT-BOUND, FREE FROM ENCIRCLING AND/OR GIRDLING ROOTS, AND FREE FROM ANY OTHER ROOT DEFECTS (SUCH AS J-SHAPED ROOTS).
 - c. ANY PLANT DEEMED UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER SHALL BE IMMEDIATELY REMOVED FROM THE SITE AND SHALL BE REPLACED WITH AN ACCEPTABLE PLANT OF LIKE TYPE AND SIZE TO THE CONTRACTOR'S OWN EXPENSE. ANY PLANTS APPEARING TO BE UNHEALTHY, EVEN IF DETERMINED TO STILL BE ALIVE, SHALL NOT BE ACCEPTED. THE LANDSCAPE ARCHITECT AND OWNER SHALL BE THE SOLE JUDGES AS TO THE ACCEPTABILITY OF PLANT MATERIAL.
 - d. ALL TREES SHALL BE STANDARD IN FORM, UNLESS OTHERWISE SPECIFIED. TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED IF LEADERS ARE DAMAGED OR REMOVED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING.
 - e. CALIPER MEASUREMENTS FOR STANDARD (SINGLE TRUNK) TREES SHALL BE AS FOLLOWS: SIX INCHES ABOVE THE ROOT FLAKE FOR TREES UP TO AND INCLUDING FOUR INCHES IN CALIPER, AND TWELVE INCHES ABOVE THE ROOT FLAKE FOR TREES EXCEEDING FOUR INCHES IN CALIPER.
 - f. MULTI-TRUNK TREES SHALL BE MEASURED BY THEIR OVERALL HEIGHT, MEASURED FROM THE TOP OF THE ROOT BALL.
 - g. ANY TREE OR SHRUB SHOWN TO HAVE EXCESS SOIL PLACED ON TOP OF THE ROOT BALL, SO THAT THE ROOT FLARE HAS BEEN COMPLETELY COVERED, SHALL BE REJECTED.
2. SOD: PROVIDE WELL-ROOTED SOD OF THE VARIETY NOTED ON THE PLANS. SOD SHALL BE CUT FROM HEALTHY, MATURE TURF WITH SOIL THICKNESS OF 3/4" TO 1". EACH PALLET OF SOD SHALL BE ACCOMPANIED BY A CERTIFICATE FROM SUPPLIER STATING THE COMPOSITION OF THE SOD.
3. SEED: PROVIDE BLEND OF SPECIES AND VARIETIES AS NOTED ON THE PLANS, WITH MAXIMUM PERCENTAGES OF PURITY, GERMINATION, AND MINIMUM PERCENTAGE OF WEED SEED AS INDICATED ON PLANS. EACH BAG OF SEED SHALL BE ACCOMPANIED BY A TAG FROM THE SUPPLIER INDICATING THE COMPOSITION OF THE SEED.
4. TOPSOIL: SANDY TO CLAY LOAM TOPSOIL, FREE OF STONES LARGER THAN 1/2 INCH, FOREIGN MATTER, PLANTS, ROOTS, AND SEEDS.
5. COMPOST: WELL-COMPOSTED, STABLE, AND WEED-FREE ORGANIC MATTER, pH RANGE OF 5.5 TO 8. MOISTURE CONTENT 35 PERCENT BY WEIGHT, 10 PERCENT PASSING THROUGH 3/4-INCH SIEVE, NITROGEN-SALT CONTENT OF 5 TO 10 DECISEMIMS, NOT EXCEEDING 0.5 PERCENT INERT CONTAMINANTS AND FREE OF SUBSTANCES TOXIC TO PLANTINGS. NO MANURE OR ANIMAL-BASED PRODUCTS SHALL BE USED.
6. FERTILIZER: GRANULAR, CONSISTING OF NITROGEN, PHOSPHORUS, POTASSIUM, AND OTHER NUTRIENTS IN PROPORTIONS, AMOUNTS, AND RELEASE RATES RECOMMENDED IN A SOIL REPORT FROM A QUALIFIED SOIL-TESTING AGENCY (SEE BELOW).
7. MULCH: SIZE AND TYPE AS INDICATED ON PLANS, FREE FROM DELETERIOUS MATERIALS AND SUITABLE AS A TOP DRESSING OF TREES AND SHRUBS.
8. WEED FABRIC: 5 OUNCE, WOVEN, NEEDLE-PUNCHED FABRIC, SUCH AS DEWITT PROS LANDSCAPE FABRIC (OR APPROVED EQUAL).
9. TREE STAKING AND GUYING
 - a. STAKES: 6" LONG GREEN METAL T-POSTS.
 - b. CUT AND TIE WIRE: ASTM A 641, CLASS 1, GALVANIZED STEEL WIRE, 2-STRAND, TWISTED, 0.106 INCH DIAMETER.
 - c. STRAP CHAFING GUARD: REINFORCED NYLON OR CANVAS AT LEAST 1-1/2 INCH WIDE, WITH GROMMETS TO PROTECT TREE TRUNKS FROM DAMAGE.
10. STEEL EDGING: PROFESSIONAL STEEL EDGING, 14 GAUGE THICK X 4 INCHES WIDE, FACTORY PAINTED DARK GREEN. ACCEPTABLE MANUFACTURERS INCLUDE COL-MET OR APPROVED EQUAL.
11. PRE-EMERGENT HERBICIDES: ANY GRANULAR, NON-STAINING PRE-EMERGENT HERBICIDE THAT IS LABELED FOR THE SPECIFIC ORNAMENTALS OR TURF TO BE UTILIZED. PRE-EMERGENT HERBICIDES SHALL BE APPLIED PER THE MANUFACTURER'S LABELED RATES.

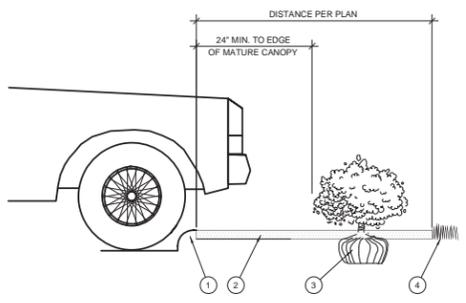
METHODS

1. SOIL PREPARATION
 - a. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST.
 - b. SOIL TESTING:
 - i. AFTER FINISH GRADES HAVE BEEN ESTABLISHED, CONTRACTOR SHALL HAVE SOIL SAMPLES TESTED BY AN ESTABLISHED SOIL TESTING LABORATORY FOR THE FOLLOWING: SOIL TEXTURAL CLASS, GENERAL SOIL FERTILITY, pH, ORGANIC MATTER CONTENT, SALT (CEC), LIME, SODIUM ADSORPTION RATIO (SAR) AND BORON CONTENT. EACH SAMPLE SUBMITTED SHALL CONTAIN NO LESS THAN ONE QUART OF SOIL.
 - ii. CONTRACTOR SHALL SUBMIT THE PROJECT'S PLANT LIST TO THE LABORATORY ALONG WITH THE SOIL SAMPLES.
 - iii. THE SOIL REPORT PRODUCED BY THE LABORATORY SHALL CONTAIN RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE): GENERAL SOIL PREPARATION AND BACKFILL MIXES, PLANT FERTILIZER APPLICATIONS, AND ANY OTHER SOIL RELATED ISSUES. THE REPORT SHALL ALSO PROVIDE A FERTILIZER PROGRAM FOR THE ESTABLISHMENT PERIOD AND FOR LONG-TERM MAINTENANCE.
 - c. THE CONTRACTOR SHALL INSTALL SOIL AMENDMENTS AND FERTILIZERS PER THE SOILS REPORT RECOMMENDATIONS. ANY CHANGE IN COST DUE TO THE SOIL REPORT RECOMMENDATIONS, EITHER INCREASE OR DECREASE, SHALL BE SUBMITTED TO THE OWNER WITH THE REPORT.
2. FOR BIDDING PURPOSES ONLY, THE SOIL PREPARATION SHALL CONSIST OF THE FOLLOWING:
 - a. TURF: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 6" OF SOIL BY MEANS OF ROTOTILLING:
 - i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
 - ii. AMMONIUM PHOSPHATE 16-20-0 - 15 LBS PER 1,000 S.F.
 - iii. AGRICULTURAL GYPSUM - 100 LBS PER 1,000 S.F.
 - b. TREES, SHRUBS, AND PERENNIALS: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 6" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:
 - i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
 - ii. FERTILIZER - 10 LBS PER CU. YD.
 - iii. AGRICULTURAL GYPSUM - 10 LBS. PER CU. YD.
 - iv. IRON SULPHATE - 2 LBS. PER CU. YD.
3. CONTRACTOR SHALL ENSURE THAT THE GRADE IN SOD AREAS SHALL BE 1" BELOW FINISH GRADE BEFORE INSTALLING SOIL AMENDMENTS, AND 2" BELOW FINISH GRADE IN SHRUB AREAS BEFORE INSTALLING SOIL AMENDMENTS. MULCH COVER WITHIN 6" OF CONCRETE WALKS AND CURBS SHALL NOT PROTRUDE ABOVE THE FINISH SURFACE OF THE WALKS AND CURBS. MULCH COVER WITHIN 12" OF WALLS SHALL BE AT LEAST 3" LOWER THAN THE TOP OF WALL.
4. ONCE SOIL PREPARATION IS COMPLETE, THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THERE ARE NO DEBRIS, TRASH, OR STONES LARGER THAN 1" REMAINING IN THE TOP 6" OF SOIL.

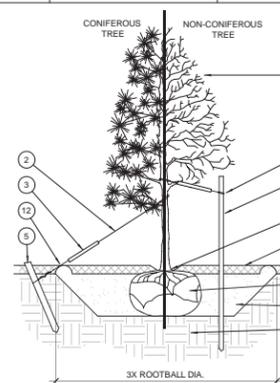
GENERAL PLANTING

1. REMOVE ALL NURSERY TAGS AND STAKES FROM PLANTS.
2. EXCEPT IN AREAS TO BE PLANTED WITH ORNAMENTAL GRASSES, APPLY PRE-EMERGENT HERBICIDES AT THE MANUFACTURER'S RECOMMENDED RATE.
3. TRENCHING NEAR EXISTING TREES:
 - a. CONTRACTOR SHALL NOT DISTURB ROOTS 1-1/2" AND LARGER IN DIAMETER WITHIN THE CRITICAL ROOT ZONE (CRZ) OF EXISTING TREES. ALL POSSIBLE CARE AND PRECAUTIONS TO AVOID INJURY TO TREE ROOTS, TRUNKS, AND BRANCHES. THE CRZ IS DEFINED AS A CIRCULAR AREA EXTENDING OUTWARD FROM THE TREE TRUNK, WITH A RADIUS EQUAL TO 1' FOR EVERY 1" OF TRUNK DIAMETER AT-BREAK HEIGHT (4.5' ABOVE THE AVERAGE GRADE AT THE TRUNK).
 - b. ALL EXCAVATION WITHIN THE CRZ SHALL BE PERFORMED USING HAND TOOLS. NO MACHINE EXCAVATION OR TRENCHING OF ANY KIND SHALL BE ALLOWED WITHIN THE CRZ.
 - c. ALTER ALIGNMENT OF PIPE TO AVOID TREE ROOTS 1-1/2" AND LARGER IN DIAMETER. WHERE TREE ROOTS 1-1/2" AND LARGER IN DIAMETER ARE ENCOUNTERED IN THE FIELD, TUNNEL UNDER SUCH ROOTS. WRAP EXPOSED ROOTS WITH SEVERAL LAYERS OF BURLAP AND KEEP MOIST. CLOSE ALL TRENCHES WITHIN THE CANOPY DRIP LINES WITHIN 24 HOURS.
 - d. ALL SEVERED ROOTS SHALL BE HAND PRUNED WITH SHARP TOOLS AND ALLOWED TO AIR-DRY. DO NOT USE ANY SORT OF SEALERS OR WOUND PAINTS.
4. TREE PLANTING
 - a. TREE PLANTING HOLES SHALL BE EXCAVATED TO MINIMUM WIDTH OF TWO TIMES THE WIDTH OF THE ROOTBALL AND TO A DEPTH EQUAL TO THE DEPTH OF THE ROOTBALL LESS TWO TO FOUR INCHES.
 - b. SCARIFY THE SIDES AND BOTTOM OF THE HOLES PRIOR TO THE PLACEMENT OF THE TREE. REMOVE ANY GLAZING THAT MAY HAVE BEEN CAUSED DURING THE EXCAVATION OF THE HOLE.
 - c. FOR CONTAINER AND BOX TREES, TO REMOVE ANY POTENTIALLY GIRDLING ROOTS AND OTHER ROOT DEFECTS, THE CONTRACTOR SHALL SHAVE A 1" LAYER OFF OF THE SIDES AND BOTTOM OF THE ROOTBALL OF ALL TREES JUST BEFORE PLACING INTO THE PLANTING PIT. DO NOT "TEASE" ROOTS OUT FROM THE ROOTBALL.
 - d. INSTALL THE TREE ON UNDISTURBED SUBGRADE SO THAT THE TOP OF THE ROOTBALL IS TWO TO FOUR INCHES ABOVE THE SURROUNDING GRADE.
 - e. BACKFILL THE TREE HOLE UTILIZING THE EXISTING TOPSOIL FROM ON-SITE. ROCKS LARGER THAN 1" DIA. AND ALL OTHER DEBRIS SHALL BE REMOVED FROM THE SOIL PRIOR TO THE BACKFILL. SHOULD ADDITIONAL SOIL BE REQUIRED TO ACCOMPLISH THIS TASK, USE STORED TOPSOIL FROM ON-SITE OR IMPORT ADDITIONAL TOPSOIL FROM OFF-SITE AT NO ADDITIONAL COST TO THE OWNER. IMPORTED TOPSOIL SHALL BE OF SIMILAR TEXTURAL CLASS AND COMPOSITION IN THE ON-SITE SOIL.
 - f. THE TOTAL NUMBER OF TREE STAKES (BEYOND THE MINIMUMS LISTED BELOW) WILL BE LEFT TO THE LANDSCAPE CONTRACTOR'S DISCRETION. SHOULD ANY TREES FAIL OR LEAN, THE LANDSCAPE CONTRACTOR SHALL STRAIGHTEN THE TREE, OR REPLACE IT SHOULD IT BECOME DAMAGED. TREE STAKING SHALL ADHERE TO THE FOLLOWING GUIDELINES:
 - i. 1"-2" TREES: TWO STAKES PER TREE
 - ii. 2-1/2"-4" TREES: THREE STAKES PER TREE
 - iii. TREES OVER 4" CALIPER: THREE STAKES PER TREE
 - iv. MULTI-TRUNK TREES: THREE STAKES PER TREE MINIMUM, QUANTITY AND POSITIONS AS NEEDED TO STABILIZE THE TREE.
 - g. UPON COMPLETION OF PLANTING, CONSTRUCT AN EARTH WATERING BASIN AROUND THE TREE. COVER THE INTERIOR OF THE TREE RING WITH MULCH (TYPE AND DEPTH PER PLANS).
5. SHRUB, PERENNIAL, AND GROUND COVER PLANTING
 - a. DO THE PLANTING HOLES TWICE AS WIDE AND 2" LESS DEEP THAN EACH PLANT'S ROOTBALL. INSTALL THE PLANT IN THE HOLE. BACKFILL AROUND THE PLANT WITH SOIL AMENDED PER SOIL TEST RECOMMENDATIONS.
 - b. INSTALL THE WEED BARRIER CLOTH, OVERLAPPING IT AT THE ENDS. UTILIZE STEEL STAPLES TO KEEP THE WEED BARRIER CLOTH IN PLACE.
 - c. WHEN PLANTING IS COMPLETE, INSTALL MULCH (TYPE AND DEPTH PER PLANS) OVER ALL PLANTING BEDS, COVERING THE ENTIRE PLANTING AREA.
6. SOODING
 - a. SOD VARIETY TO BE AS SPECIFIED ON THE LANDSCAPE PLAN.
 - b. LAY SOD WITHIN 24 HOURS FROM THE TIME OF STRIPPING. DO NOT LAY IF THE GROUND IS FROZEN.
 - c. LAY THE SOD TO FORM A SOLID MASS WITH TIGHTLY FITTED JOINTS. BUTT ENDS AND SIDES OF SOD STRIPS- DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES.
 - d. ROLL THE SOD TO ENSURE GOOD CONTACT OF THE SODS ROOT SYSTEM WITH THE SOIL UNDERNEATH.
 - e. WATER THE SOD THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING TO OBTAIN AT LEAST SIX INCHES OF PENETRATION INTO THE SOIL BELOW THE SOD.
7. HYDROMULCHING
 - a. THE HYDROMULCH MIX (PER 1,000 SF) SHALL BE AS FOLLOWS:
 - i. WINTER MIX (OCTOBER 1 - MARCH 31)
 - 1) 50# CELLULOSE FIBER MULCH
 - 2) UNHULLED BERMIUDA SEED
 - 3) ANNUAL RYE SEED
 - ii. SUMMER MIX (APRIL 1 - SEPTEMBER 30)
 - 1) 50# CELLULOSE FIBER MULCH
 - 2) HULLED BERMIUDA SEED
 - 3) 15-15-15 WATER SOLUBLE FERTILIZER
 - b. CLEAN UP
 - i. DURING LANDSCAPE PREPARATION AND PLANTING, KEEP ALL PAVEMENT CLEAN AND ALL WORK AREAS IN A NEAT, ORDERLY CONDITION.
 - ii. DISPOSED LEGALLY OF ALL EXCAVATED MATERIALS OFF THE PROJECT SITE.
 - c. INSPECTION AND ACCEPTANCE
 - i. UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE SITE CLEAN, FREE OF DEBRIS AND TRASH, AND SUITABLE FOR USE AS INTENDED. THE LANDSCAPE CONTRACTOR SHALL THEN REQUEST AN INSPECTOR TO VISIT THE WORK AND DETERMINE IF THE WORK IS ACCEPTABLE.
 - ii. WHEN THE INSPECTED PLANTING WORK DOES NOT COMPLY WITH THE CONTRACT DOCUMENTS, THE LANDSCAPE CONTRACTOR SHALL REPLACE AND/OR REPAIR THE REJECTED WORK TO THE OWNER'S SATISFACTION WITHIN 24 HOURS.
 - iii. THE LANDSCAPE MAINTENANCE PERIOD WILL NOT COMMENCE UNTIL THE LANDSCAPE WORK HAS BEEN RE-INSPECTED BY THE OWNER AND FOUND TO BE ACCEPTABLE. AT THAT TIME, A WRITTEN NOTICE OF FINAL ACCEPTANCE WILL BE ISSUED BY THE OWNER, AND THE MAINTENANCE AND GUARANTEE PERIODS WILL COMMENCE.
 - d. LANDSCAPE MAINTENANCE
 - i. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK SHOWN ON THESE PLANS FOR 90 DAYS BEYOND FINAL ACCEPTANCE BY THE OWNER. LANDSCAPE MAINTENANCE SHALL INCLUDE WEEKLY SITE VISITS FOR THE FOLLOWING ACTIONS (AS APPROPRIATE): PROPER PRUNING OF TREES, RESETTLE PLANTS THAT HAVE SETTLED, MOWING AND AERATION OF LAWNS, WEEDING, RESEEDING AREAS WHICH HAVE NOT GERMINATED WELL, TREATING FOR INSECTS AND DISEASES, REPLACEMENT OF MULCH, REMOVAL OF LITTER, REPAIRS TO THE IRRIGATION SYSTEM DUE TO FAULTY PARTS AND/OR WORKMANSHIP, AND THE APPROPRIATE WATERING OF ALL PLANTINGS. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN PROPER WORKING ORDER, WITH SCHEDULING ADJUSTMENTS BY SEASON TO MAXIMIZE WATER CONSERVATION.
 - ii. SHOULD SEEDING AND/OR SODDED AREAS NOT BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THESE AREAS AND OBTAINING A FULL, HEALTHY STAND OF GRASS AT NO ADDITIONAL COST TO THE OWNER.
 - iii. TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS MUST OCCUR:
 - a. THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH (WITH EXCEPTIONS MADE FOR SEASONAL DORMANCY). ALL PLANTS NOT MEETING THIS CONDITION SHALL BE REJECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE.
 - b. ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE.
 - c. SEEDING/HYDROMULCHED AREAS, AND IRRIGATION SYSTEMS FOR A PERIOD OF ONE YEAR, FROM THE DATE OF THE FINAL ACCEPTANCE (90 DAYS FOR ANNUAL PLANTS). THE CONTRACTOR SHALL REPLACE, AT HIS OWN EXPENSE AND TO THE SATISFACTION OF THE OWNER, ANY PLANTS WHICH DIE IN THAT TIME, OR REPAIR ANY PORTIONS OF THE IRRIGATION SYSTEM WHICH OPERATE IMPROPERLY.
8. WARRANTY PERIOD, PLANT GUARANTEE AND REPLACEMENTS
 - a. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL TREES, SHRUBS, PERENNIALS, SOD, SEEDING/HYDROMULCHED AREAS, AND IRRIGATION SYSTEMS FOR A PERIOD OF ONE YEAR, FROM THE DATE OF THE FINAL ACCEPTANCE (90 DAYS FOR ANNUAL PLANTS). THE CONTRACTOR SHALL REPLACE, AT HIS OWN EXPENSE AND TO THE SATISFACTION OF THE OWNER, ANY PLANTS WHICH DIE IN THAT TIME, OR REPAIR ANY PORTIONS OF THE IRRIGATION SYSTEM WHICH OPERATE IMPROPERLY.
 - b. AFTER THE INITIAL MAINTENANCE PERIOD AND DURING THE GUARANTEE PERIOD, THE LANDSCAPE CONTRACTOR SHALL ONLY BE RESPONSIBLE FOR REPLACEMENT OF PLANTS WHEN PLANT DEATH CANNOT BE ATTRIBUTED DIRECTLY TO OVERWATERING OR OTHER DAMAGE OF AT LEAST 3" LOWER THAN THE TOP OF WALL.
 - c. PROVIDE A MINIMUM OF (2) COPIES OF RECORD DRAWINGS TO THE OWNER UPON COMPLETION OF WORK. A RECORD DRAWING IS A RECORD OF ALL CHANGES THAT OCCURRED IN THE FIELD AND THAT ARE DOCUMENTED THROUGH CHANGE ORDERS, ADDENDUM, OR CONTRACTOR/CONSULTANT DRAWING MARKUPS.

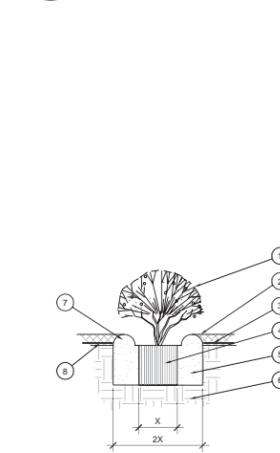
D STEEL EDGING
SCALE: NOT TO SCALE



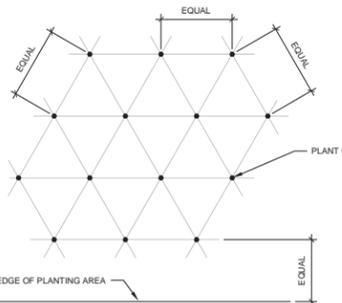
E HEDGE PLANTING AT PARKING AREA
SCALE: NOT TO SCALE



X TREE PLANTING
SCALE: NOT TO SCALE



B SHRUB AND PERENNIAL PLANTING
SCALE: NTS



C PLANT SPACING
SCALE: NTS

1. TREE CANOPY.
2. CINCH-TIES (24" BOX TREES AND SMALLER) OR 12 GAUGE GALVANIZED WIRE WITH NYLON TREE STRAPS AT TREE AND STAKE (36" BOX TREES AND LARGER). SECURE TIES OR STRAPS TO TRUNK JUST ABOVE LOWEST MAJOR BRANCHES.
3. 24" X 3/4" P.V.C. MARKERS OVER WIRES.
4. GREEN STEEL T-POSTS. EXTEND POSTS 12" MIN. INTO UNDISTURBED SOIL.
5. PRESSURE-TREATED WOOD DEADMAN, TWO PER TREE (MIN.). BURY OUTSIDE OF PLANTING PIT AND 18" MIN. INTO UNDISTURBED SOIL.
6. TRUNK FLARE.
7. MULCH, TYPE AND DEPTH PER PLANS. DO NOT PLACE MULCH WITHIN 6" OF TRUNK.
8. FINISH GRADE.
9. ROOT BALL.
10. BACKFILL. AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS.
11. UNDISTURBED NATIVE SOIL.
12. 4" HIGH EARTHEN WATERING BASIN.

- NOTES:**
1. SCARIFY SIDES OF PLANTING PIT PRIOR TO SETTING TREE.
 2. REMOVE EXCESS SOIL APPLIED ON TOP OF THE ROOTBALL THAT COVERS THE ROOT FLARE. THE PLANTING HOLE DEPTH SHALL BE SUCH THAT THE ROOTBALL RESTS ON UNDISTURBED SOIL, AND THE ROOT FLARE IS 1" ABOVE FINISH GRADE.
 3. FOR 8" TREES, CUT OFF BOTTOM 1/3 OF WIRE BASKET BEFORE PLACING TREE IN HOLE. CUT OFF AND REMOVE REMAINDER OF BASKET AFTER TREE IS SET IN HOLE. REMOVE ALL NYLON TIES, TWINE, ROPE, AND OTHER PACKING MATERIAL. REMOVE AS MUCH BURLAP FROM AROUND ROOTBALL AS IS PRACTICAL.
 4. REMOVE ALL NURSERY STAKES AFTER PLANTING.
 5. FOR TREES OVER 3" CALIPER AND TREES 36" BOX AND LARGER, USE THREE STAKES OR DEADMEN (AS APPROPRIATE), SPACED EVENLY AROUND TREE.
 6. STAKING SHALL BE TIGHT ENOUGH TO PREVENT TRUNK FROM BENDING, BUT LOOSE ENOUGH TO ALLOW SOME TRUNK MOVEMENT IN WIND.

1. SHRUB, PERENNIAL, OR ORNAMENTAL GRASS.
2. MULCH, TYPE AND DEPTH PER PLANS. PLACE NO MORE THAN 1" OF MULCH WITHIN 6" OF PLANT CENTER.
3. FINISH GRADE.
4. ROOT BALL.
5. BACKFILL. AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS.
6. UNDISTURBED NATIVE SOIL.
7. 3" HIGH EARTHEN WATERING BASIN.
8. WEED FABRIC UNDER MULCH.

PLANT SPACING	AREA DIVIDER TO DETERMINE NO. OF PLANTS
6"	0.25
8"	0.45
10"	0.69
12"	1.00
15"	1.56
18"	2.25
24"	4.00
30"	6.25
36"	9.00

EXAMPLE: PLANTS AT 18" O.C. IN 100 SF OF PLANTING AREA = 100/25 = 4 PLANTS

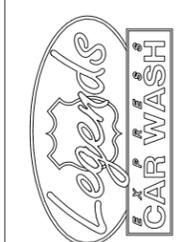
C PLANT SPACING
SCALE: NTS

GENERAL PLANTING NOTES

1. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN). BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
2. CONSTRUCT AND MAINTAIN FINISH GRADES IN LANDSCAPE AREAS AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
3. ENSURE THAT THE GRADE IN SHRUB AREAS SHALL BE 2" BELOW FINISH GRADE AFTER INSTALLING SOIL AMENDMENTS, AND 1" BELOW FINISH GRADE IN SOD AREAS AFTER INSTALLING SOIL AMENDMENTS. MULCH COVER WITHIN 6" OF CONCRETE WALKS AND CURBS SHALL NOT PROTRUDE ABOVE THE FINISH SURFACE OF THE WALKS AND CURBS. MULCH COVER WITHIN 12" OF WALLS SHALL BE AT LEAST 3" LOWER THAN THE TOP OF WALL.
4. INSTALL MULCH TOPDRESSING, TYPE AND DEPTH PER MULCH NOTE. IN ALL PLANTING BEDS AND TREE RINGS. DO NOT INSTALL MULCH WITHIN 6" OF TREE ROOT FLARE.
5. INSTALL 14G. GREEN STEEL EDGING BETWEEN ALL PLANTING BEDS AND TURF AREAS, AND BETWEEN GROUNDCOVERS AND OTHER PLANTS (WHERE INDICATED ON THE PLAN).
6. HYDROMULCH ALL DISTURBED AREAS OUTSIDE OF PROPERTY LIMITS (UNLESS SHOWN AS SOD).
7. ALL PLANT LOCATIONS ARE DIAGRAMMATIC. ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AUTHORITY ARE MET (I.E., MINIMUM PLANT QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.).
8. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES; PLANT QUANTITIES SHOWN ON LEGENDS AND CALLOUTS ARE FOR GENERAL INFORMATION ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN (FOR INDIVIDUAL SYMBOLS) OR CALLOUT (FOR GROUNDCOVER PATTERNS) SHALL TAKE PRECEDENCE.
9. **NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT.** IF SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING (VIA PROPER CHANNELS).
10. PLANTS MAY BE INSPECTED AND APPROVED OR REJECTED ON THE JOBSITE BY THE OWNER OR OWNER'S REPRESENTATIVE.
11. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK SHOWN ON THESE PLANS FOR 90 DAYS BEYOND FINAL ACCEPTANCE OF ALL LANDSCAPE WORK BY THE OWNER. LANDSCAPE MAINTENANCE SHALL INCLUDE WEEKLY SITE VISITS FOR THE FOLLOWING ACTIONS (AS APPROPRIATE): PROPER PRUNING OF TREES, RESETTLE PLANTS THAT HAVE SETTLED, MOWING AND AERATION OF LAWNS, WEEDING, RESEEDING AREAS WHICH HAVE NOT GERMINATED WELL, TREATING FOR INSECTS AND DISEASES, REPLACEMENT OF MULCH, REMOVAL OF LITTER, REPAIRS TO THE IRRIGATION SYSTEM DUE TO FAULTY PARTS AND/OR WORKMANSHIP, AND THE APPROPRIATE WATERING OF ALL PLANTINGS. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN PROPER WORKING ORDER, WITH SCHEDULING ADJUSTMENTS BY SEASON TO MAXIMIZE WATER CONSERVATION.
12. SHOULD SEEDING AND/OR SODDED AREAS NOT BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THESE AREAS AND OBTAINING A FULL STAND OF GRASS AT NO ADDITIONAL COST TO THE OWNER.
13. TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS MUST OCCUR:
 - A. THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH (WITH EXCEPTIONS MADE FOR SEASONAL DORMANCY). ALL PLANTS NOT MEETING THIS CONDITION SHALL BE REJECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE.
 - B. ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE.
 - C. SODDED AREAS MUST BE ACTIVELY GROWING AND MUST REACH A MINIMUM HEIGHT OF 1 1/2 INCHES BEFORE FIRST MOWING. HYDROMULCHED AREAS SHALL SHOW ACTIVE, HEALTHY GROWTH. BARE AREAS LARGER THAN TWELVE SQUARE INCHES MUST BE RESEDED OR RESEEDED (AS APPROPRIATE) PRIOR TO FINAL ACCEPTANCE. ALL SODDED TURF SHALL BE NEATLY MOWED.
14. SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS.



ARLINGTON, TEXAS



A NEW CAR WASH FACILITY FOR:

REVISIONS		
No.	DATE	NOTE

Drawn by: LML
Checked by: LML
Project No. 13-0925
Date 06-20-2014

LANDSCAPE SPECS & DETAILS L1.2





NORTH COOPER STREET

LEGENDS CAR WASH

PROPOSED DEVELOPMENT

LEGENDS CAR WASH + CONCEPTUAL DEVELOPMENT
NORTH COOPER STREET
ARLINGTON, TEXAS



VIEW FROM COOPER STREET



VIEW FROM COOPER STREET



AERIAL VIEW FROM NORTHEAST



VIEW FROM COOPER STREET

LEGENDS CAR WASH

LEGENDS CAR WASH + CONCEPTUAL DEVELOPMENT
NORTH COOPER STREET
ARLINGTON, TEXAS

SEPT 11, 2014

CONCEPTUAL
RENDERINGS

A3.1



VIEW FROM COOPER STREET



AERIAL VIEW FROM NORTHWEST



AERIAL VIEW FROM SOUTHEAST



VIEW FROM SOUTH

CONCEPTUAL DEVELOPMENT

LEGENDS CAR WASH + CONCEPTUAL DEVELOPMENT
NORTH COOPER STREET
ARLINGTON, TEXAS

SEPT 11, 2014

CONCEPTUAL
RENDERINGS

A3.2

Staff Report



Zoning Case PD15-13 (Dial Independent Living)

City Council Meeting Date: 5-10-16

Document Being Considered: Ordinance

RECOMMENDATION

Following the public hearing, consider first reading for Zoning Case PD15-13, with a Development Plan.

PRIOR BOARD OR COUNCIL ACTION

On April 20, 2016, the Planning and Zoning Commission recommended approval of Zoning Case PD15-13 by a vote of 8-0-1

ANALYSIS

Request

The applicant requests to change the zoning on approximately 9.089 acres addressed at 131 and 175 East Bardin Road; generally located north of East Bardin Road and east of Matlock Road.

Current zoning: Community Commercial (CC)

Requested zoning: Planned Development (PD) for limited Community Commercial (CC) uses plus an Independent Senior Living facility, with a Development Plan

The site is currently undeveloped and zoned CC, which does not allow for the use of Independent Senior Living Center. The proposed Planned Development would allow for this use.

An independent senior living facility is allowed by right only in the Downtown Business (DB) zoning district and the mixed-use zoning districts of Neighborhood Mixed-Use (NMU) and Regional Mixed-Use (RMU).

Adjacent Land Uses

The property to the east is zoned Residential Multi-Family (RMF-22) and is developed with an apartment complex. Properties to the west are zoned CC and are developed with office and restaurant uses. Property to the north is zoned General Commercial (GC) and is undeveloped. Property to the south across East Bardin Road is zoned CC and Residential Single-Family (RS-7.2) and is developed with the Bardin Square retail shopping center and single family housing.

Development Plan

The applicant is proposing to construct a gated 180-unit Independent Senior Living Facility. The units will range in size from 746-square-foot one-bedroom units to 1,113-square-foot two-bedroom units. The density proposed is 20 dwelling units per acre (dua).

The structure will be four stories and contain a leasing office and clubhouse for the senior residents. The building materials for the proposed development will consist primarily of a combination of two brick types, simulated stone and stucco. The roof will be finished with composition shingles and standing seam metal. The architecture resembles a modern residential complex with its use of materials and low-pitch roof of 4:12.

The site will have two points of access. One access point is from a shared access drive through an existing commercial development from Matlock Road on the west side of the property. The primary existing access point is from East Bardin Road on the south side of the site.

Parking

The proposed facility will require 210 parking spaces. The applicant is proposing 211 total spaces of which 31 parking spaces for guests/visitors/staff due to the nature of the project.

UDC REQUIREMENT	REQUIRED	PROPOSED
1 Parking space per unit and 1 space per 100 SF of common area	210 parking spaces	211 parking spaces
50 percent of required parking spaces to be covered	105 spaces	96 spaces (all garages)
20 percent of the required parking spaces to be enclosed into a garage	42 garages	96 garages which includes- 48 park under garage/storage and 8-groupings of 6 freestanding garage clusters

Landscaping

The applicant is proposing to provide landscaping throughout the subject site. Along the East Bardin Road frontage on the south side of the property, the applicant proposes to provide a variable width landscape setback, ranging from 85 feet to 180 feet in width. This is mainly due to an existing 15-foot drainage easement running across the Bardin Road frontage. The landscape setback area will contain six four-inch caliper, 10-foot tall trees, and 223 shrubs in addition to turf grass coverage meet the landscaping requirements.

Outdoor entry enhancements include a Pecan orchard of 18 three-inch caliper trees and a Plum orchard of 18 three-inch caliper trees, in addition to the access drive enriched with nine three-inch caliper Crepe Myrtle trees.

Perimeter ornamental iron fencing with masonry columns is proposed on the northern, southern and western boundaries. On the west side of the property, adjacent to the commercial and office uses, the applicant proposes to provide a four-foot wide pedestrian pathway, facilitating pedestrian connectivity through the site. Specialty paving in the form of stamped and stained concrete under the porte-cochere and the connection between the walking trail and rear amenities is proposed to accentuate the entrances. The applicant proposes 100 percent of all trees and plants for installation on the site to be drought-tolerant native or adapted species.

	REQUIRED	PROPOSED
WIDTH OF LANDSCAPE SETBACK:		
1. Along E. Bardin Road	20 feet	85 feet to 180 feet
PLANTINGS WITHIN LANDSCAPE SETBACK:		
	Trees: 13 4-inch caliper	Six 4-inch caliper Shumard Red Oaks; 18 3-inch caliper Pecans and 18 3-inch caliper Plum trees
PLANTINGS WITHIN LANDSCAPE SETBACK:		
	158 shrubs	223 shrubs
TRANSITIONAL BUFFER LEVEL II:		
1. Northern	15 feet 16 4-inch caliper trees	15 feet 16 4-inch caliper trees
2. Western	15 feet 31 4-inch caliper trees	15 feet 31 4-inch caliper trees
3. Fencing	Masonry, Ornamental Iron, Composite or Cedar fencing 6 feet-8 feet	Ornamental Iron fence with Masonry columns 6 feet
INTERNAL PARKING LOT TREES:		
	One 3-inch caliper tree per 10 parking spaces or 21 parking lot trees	21 parking lot islands provided 30 parking lot trees. (Cedar Elms, Live Oaks and Lacebark Elms)

Internal to the subject site, the applicant proposes to provide trees and plantings for each required landscape parking island, shrubs at the garage entries. In addition to the required plantings, the applicant also proposes to provide plants adjacent to the building on the north and south side, and provide trees and shrubs in the outdoor courtyard area, and a landscaped forecourt area on the Bardin Road frontage public right-of-way.

The applicant has identified a number of items which exceed the UDC requirements:

- Amenities such as swimming pool, spa, outdoor lounge seating and fire pit with covered seating area, putting green and Dog Park with ornamental iron fence with masonry columns
- Of the 210 parking spaces required, the applicant is proposing 211 spaces; 180 spaces for the residents (96 covered, 84 surface), 31 guest.
- Minimum 4-inch caliper trees along street frontage.
- Pedestrian connectivity from the adjacent Matlock Park Place retail center to the development to the west and to East Bardin Road to the south.
- Ornamental iron fencing with masonry columns
- Decorative light fixtures
- Accentuated landscaped forecourt
- Resident commons
- Resident gardening area
- Specialty paving in the form of stamped and stained concrete.

Comprehensive Plan

The Comprehensive Plan, *99 Square Miles* – identifies this area as a Regional Activity Center which is intended to provide the opportunity to create special places that include residential, retail, offices and entertainment. These areas are typically considerably larger and more diverse in land uses and other land use classifications. The plan also calls for a mix of quality housing for a diverse population. Housing designed for seniors should be

encouraged in neighborhoods where health and community facilities and services are accessible.

The 2014 Economic Development Strategy includes the subject site in the strategic considerations for development surrounding the Municipal Airport, and identifies this specific stretch of Bardin Road as a suitable location for an Innovation or Technological Corridor, anchored at each end by the Bell Helicopter plant and the new TI site.

The proposed request for a Planned Development for an Independent Senior Living Facility is in general conformance with the Comprehensive Plan, but is not in line with the highest and best uses developed through the Economic Development Strategy for this area.

FINANCIAL IMPACT

None

ADDITIONAL INFORMATION

Attached:

Ordinance with Exhibits A and B
Development Plan (6 pages)
Case Information with P&Z Summary
AISD Letter

Under separate cover:

None

Available in the City Secretary's office:

None

STAFF CONTACTS

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Ordinance No. 16-

An ordinance changing the zoning classification on certain property known as 131 and 175 East Bardin Road to Planned Development (PD) for limited Community Commercial (CC) uses plus an Independent Senior Living facility, 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 providing an effective date.

WHEREAS, after notice and public hearing the Planning and Zoning Commission heard and recommended approval of Zoning Case PD15-13 on April 20, 2016; and

WHEREAS, after notice and public hearing, and upon consideration of the recommendation of the Commission and of all testimony and information submitted during the public hearing, the City Council has determined that it is in the best interest of the public and in support of the health, safety, morals, and general welfare of the citizens that the zoning amendment be approved. Now therefore

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

1.

The zoning classification of certain property known as 131 and 175 East Bardin Road, described in Exhibit A, is hereby changed to Planned Development (PD) for limited Community Commercial (CC) uses plus an Independent Senior Living facility, with a Development Plan by the approval of PD15-13, and the Zoning District Map shall be amended to reflect the zoning change made by this ordinance. Development and use of the property shall be in compliance with this ordinance and the attached Development Plan and Exhibit B.

2.

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

3.

Any person, firm, corporation, agent or employee thereof who violates any of the provisions of this ordinance shall be guilty of a misdemeanor and upon conviction thereof

shall be fined an amount not to exceed Two Thousand Dollars and No Cents (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

4.

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

5.

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

6.

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

7.

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

8.

The caption and penalty 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 May, 2016 at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the ___ day of ___, 2016 by a vote of ___ ayes and ___ nays at a regular meeting of the City Council of the City of Arlington, Texas.

W. JEFF WILLIAMS, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY _____

PD15-2

EXHIBIT "A"

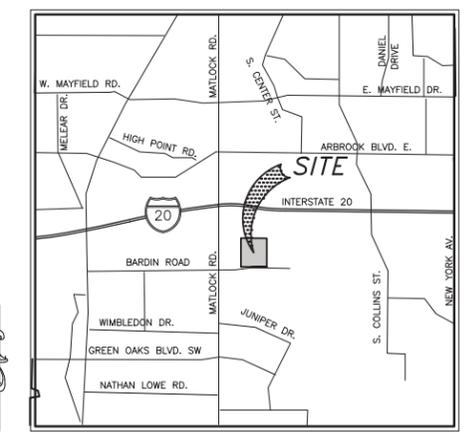
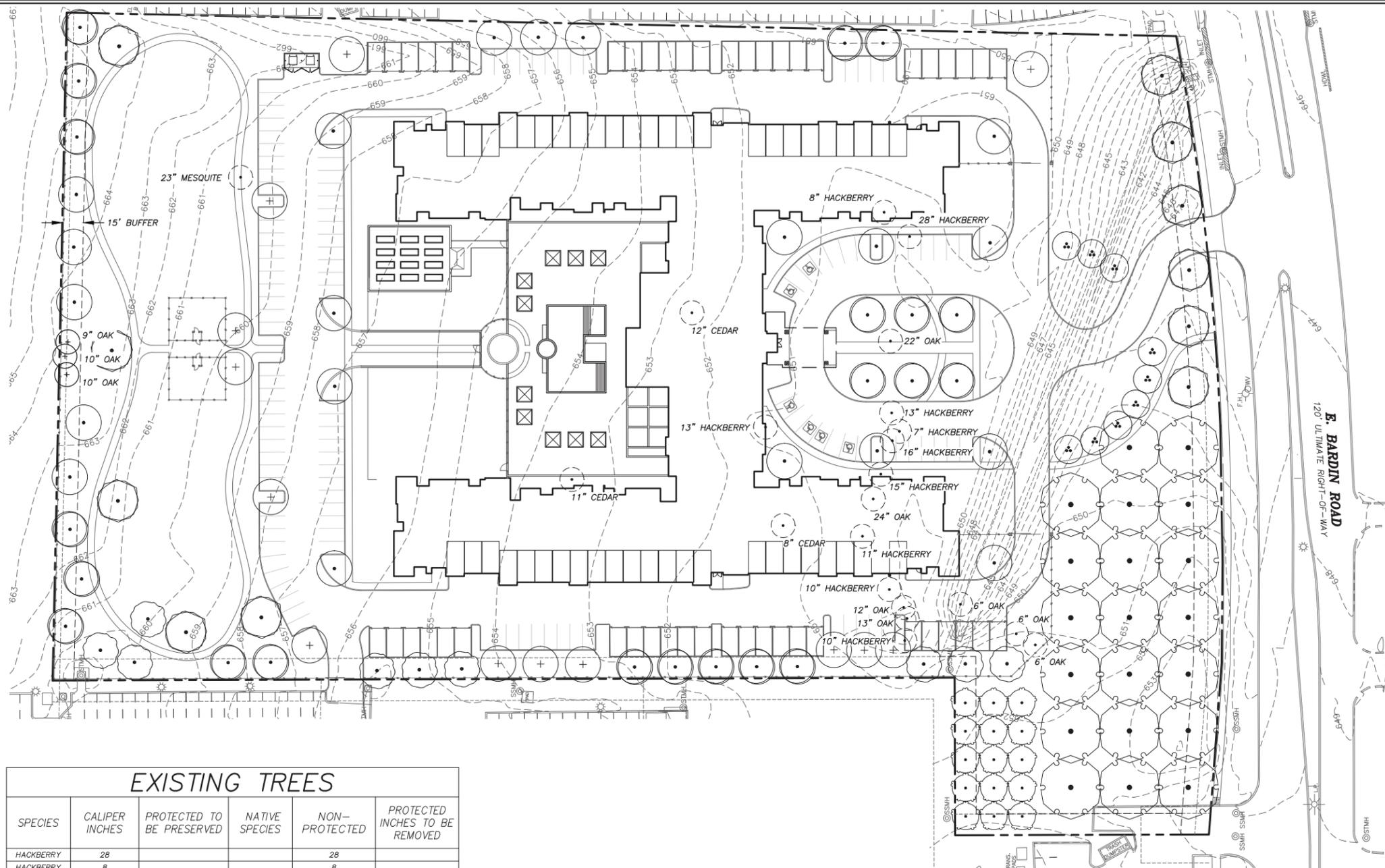
BEING approximately 9.089 acres of land with frontage of East Bardin Road and is commonly known as Lot 3A3 and 2, Block 8 of the Westway Addition, an addition to the City of Arlington, Texas;

AND being generally located north of East Bardin Road and east of Matlock Road.

EXHIBIT "B"

1. Planned Development (PD) for limited Community Commercial (CC) uses plus an Independent Senior Living facility, with a Development Plan.
2. Following are the excluded uses: Halfway House, Domestic violence shelter, Kennel, Commercial, Motor Vehicle rental, Bail Bond service, Country club, Marina, Tattoo parlor or Piercing studio, Bingo Parlor, Billiard Parlor, Gun range (indoor), Nightclub, Specialty paraphernalia sales, Pawn shop, Wrecker service, Food processing, Firearm sales, Wrecker service, Second-hand good store and Self-storage facility.
3. Proposed Independent Senior Living facility with 180 units.
4. Following are the development characteristics for the facility:
 - a. Four story building
 - b. Brick, stone and stucco will be the primary building materials
 - c. Asphalt shingle and Standing seam metal roofing for the main structure.
 - d. Forecourt with landscaping.
 - e. Amenities such as Swimming Pool, Spa, Outdoor Lounge Seating, Covered Seating Areas, Grills, Community garden, Putting green, and Dog Park Private.
 - f. Pedestrian scale lighting throughout development.
 - g. Enhanced paving.
 - h. Enhanced landscaping at site entrances.
5. The number of required parking spaces is 210, the applicant proposes 211 spaces; 180 spaces for the residents (96 covered (garages), 84 surface), 31 guest.
6. Pedestrian connectivity from the adjacent Matlock Park Place retail center to the development to the west and to East Bardin Road to the south.
7. The site will have two points of access. One access point is from a shared access drive through an existing commercial development from Matlock Road on the west side of the property. The primary existing access point is from East Bardin Road on the south side of the site.
8. All trees on site shall be a minimum of four-inch caliper, at installation, with the exception of the Crape Myrtles, Pecan and Plum Trees.
9. Landscaping shall be installed per the attached Landscape Plan.

10. A six-foot tall iron fence with masonry columns shall be installed per plan submitted.
11. Use and development of the property shall be in compliance with the Development Plan. 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.



VICINITY MAP
NO SCALE

DIAL INDEPENDENT LIVING DEVELOPMENT PLAN

ARLINGTON, TEXAS

PROJECT TITLE:
DIAL INDEPENDENT LIVING
DEVELOPMENT PLAN

mimja
mycoskie + mcinnis + associates

License registration number: 1 - 2759
200 east abram
arlington, texas 76010
817-469-1671
fax: 817-274-8757
www.mmatexas.com

THIS DOCUMENT IS RELEASED FOR THE PURPOSES OF REVIEW UNDER THE AUTHORITY OF DUWANE JOINER, RLA NO. 2071 ON 02/17/2016 AND IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

PROJECT NUMBER: 2801-00-01
PROJECT MANAGER: J. SUMPTER
DRAWN BY: J. SUMPTER
CHECKED BY: C. MYCOSKIE
ISSUE DATE: 02/17/2016

REV. DATE DESCRIP. BY

SHEET CONTENT:
TREE MITIGATION PLAN
PD15-13

SHEET NO:
2

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EXISTING TREES

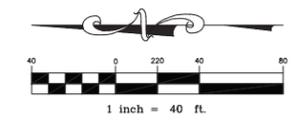
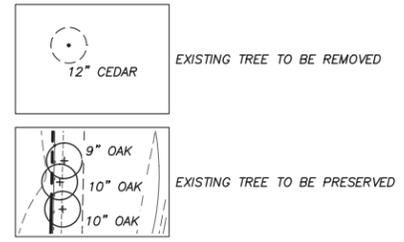
SPECIES	CALIPER INCHES	PROTECTED TO BE PRESERVED	NATIVE SPECIES	NON-PROTECTED	PROTECTED INCHES TO BE REMOVED
HACKBERRY	28			28	
HACKBERRY	8			8	
CEDAR	12				12
OAK	9	9	4.5		
OAK	10	10	5		
OAK	10	10	5		
MESQUITE	23			23	
CEDAR	11				11
HACKBERRY	13			13	
OAK	22				22
HACKBERRY	13			13	
HACKBERRY	7			7	
HACKBERRY	16			16	
HACKBERRY	15			15	
OAK	24				24
CEDAR	8				8
HACKBERRY	11			11	
HACKBERRY	10			10	
OAK	12				12
OAK	13				13
HACKBERRY	10			10	
OAK	6				6
OAK	6				6
OAK	6				6
TOTALS:		29	14.5	154	120
NEGATIVE TREE POINT TOTAL:		-120			
POSITIVE TREE POINT TOTAL:		+471.5			
TREE POINT TOTAL:		+351.5			

POSITIVE TREE POINT TOTAL IS SUM OF PROPOSED CALIPER INCHES + PROTECTED INCHES TO REMAIN + BONUS POINT FOR NATIVE SPECIES

PROPOSED TREE SCHEDULE

TREES	CODE	QTY	COMMON NAME / BOTANICAL NAME	CONT	CAL	SIZE
	BO	9	BURR OAK / QUERCUS MACROCARPA	B & B OR CONTAINER	4" CAL.	10'-11' HT., 8' MIN. SPREAD
	CE	20	CEDAR ELM / ULMUS CRASSIFOLIA	B & B OR CONTAINER	4" CAL.	10'-11' HT., 8' MIN. SPREAD
	CM	9	CRAPE MYRTLE / LAGERSTROEMIA X 'TUSCARORA' MIN. 3 CANES, MAX. 6 CANES	B & B OR CONTAINER	3" CAL.	8'-9' HT., 6' MIN. SPREAD
	LE	13	LACEBARK ELM / ULMUS PARVIFOLIA 'LACEBARK ELM'	B & B OR CONTAINER	4" CAL.	10'-11' HT., 8' MIN. SPREAD
	QV	21	LIVE OAK / QUERCUS VIRGINIANA	B & B OR CONTAINER	4" CAL.	10'-11' HT., 8' MIN. SPREAD
	PM2	15	MEXICAN PLUM / PRUNUS MEXICANA	B & B OR CONTAINER	3" CAL.	8'-9' HT., 6' MIN. SPREAD
	CI	20	PECAN / CARYA ILLINOINENSIS	B & B OR CONTAINER	3" CAL.	8'-9' HT., 6' MIN. SPREAD
	RO	11	SHUMARD RED OAK / QUERCUS SHUMARDII	B & B OR CONTAINER	4" CAL.	10'-11' HT., 8' MIN. SPREAD

LEGEND



THIS DOCUMENT IS ISSUED FOR DEVELOPMENT PLAN REVIEW BY THE CITY OF ARLINGTON, TEXAS AND IS NOT INTENDED FOR PERMITTING, BIDDING, OR CONSTRUCTION.

DIAL INDEPENDENT LIVING DEVELOPEMENT PLAN

ARLINGTON, TEXAS



VICINITY MAP
NO SCALE

LEGEND

- EXISTING TREE TO BE PRESERVED
- HARDWOOD MULCH, TYP.
- RIVER ROCK, 3"-5" DIA.

PLANT MATERIAL NOTES:

1. ALL TREES TO BE UNIFORM BY SPECIES WITH STRAIGHT TRUNKS, MATCHING CHARACTER, AND FULL BRANCHING STRUCTURE.
2. ALL SHRUBS TO BE FULL AND UNIFORM BY SPECIES WITH MATCHING CHARACTER AND BRANCHING STRUCTURE.
3. EACH PLANT VARIETY MUST COME FROM A SINGLE SOURCE SUPPLIER IN ORDER TO MAINTAIN A CONSISTENT APPEARANCE.
4. ALL TREES, B&B AND CONTAINER TO BE NURSERY GROWN STOCK, WITH A WELL ESTABLISHED ROOT SYSTEM. COLLECTED SPECIMENS WILL BE REJECTED. CONTAINER GROWN PLANT MATERIAL MUST HAVE A WELL-ESTABLISHED ROOT SYSTEM REACHING THE SIDES OF THE CONTAINER, ABLE TO MAINTAIN A FIRM BALL WHEN THE CONTAINER IS REMOVED, BUT SHALL NOT HAVE EXCESSIVE ROOT GROWTH ENCIRCLING THE INSIDE OF THE CONTAINER.
5. ALL PLANT MATERIAL SHALL COMPLY WITH THE MINIMUM REQUIREMENTS AS SET FORTH BY THE AMERICAN ASSOCIATION OF NURSERYMEN, TEXAS ASSOCIATION OF NURSERYMEN STANDARDS AND/OR AS STATED IN THE PLANT SCHEDULE, WHICHEVER IS MORE STRINGENT.

IRRIGATION NOTES:

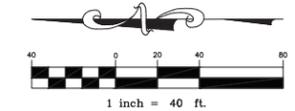
1. ALL LANDSCAPE PLANTINGS PROPOSED IN THIS PLAN WILL BE IRRIGATED WITH AN AUTOMATIC, UNDERGROUND IRRIGATION SYSTEM.
2. IRRIGATION SYSTEM WILL BE EQUIPPED WITH A RAIN AND FREEZE SENSOR CAPABLE OF SHUTTING DOWN THE SYSTEM WHEN DICTATED BY RAINFALL OR FREEZING CONDITIONS.
3. IRRIGATION SYSTEM DESIGN WILL MEET ALL REQUIREMENTS OF THE CITY OF ARLINGTON, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, AND ALL APPLICABLE PLUMBING CODES.
4. IRRIGATION DESIGN DRAWINGS WILL BE SUBMITTED UNDER A SEPARATE COVER AT A LATER DATE FOR IRRIGATION PERMITTING.

GENERAL UTILITY NOTES:

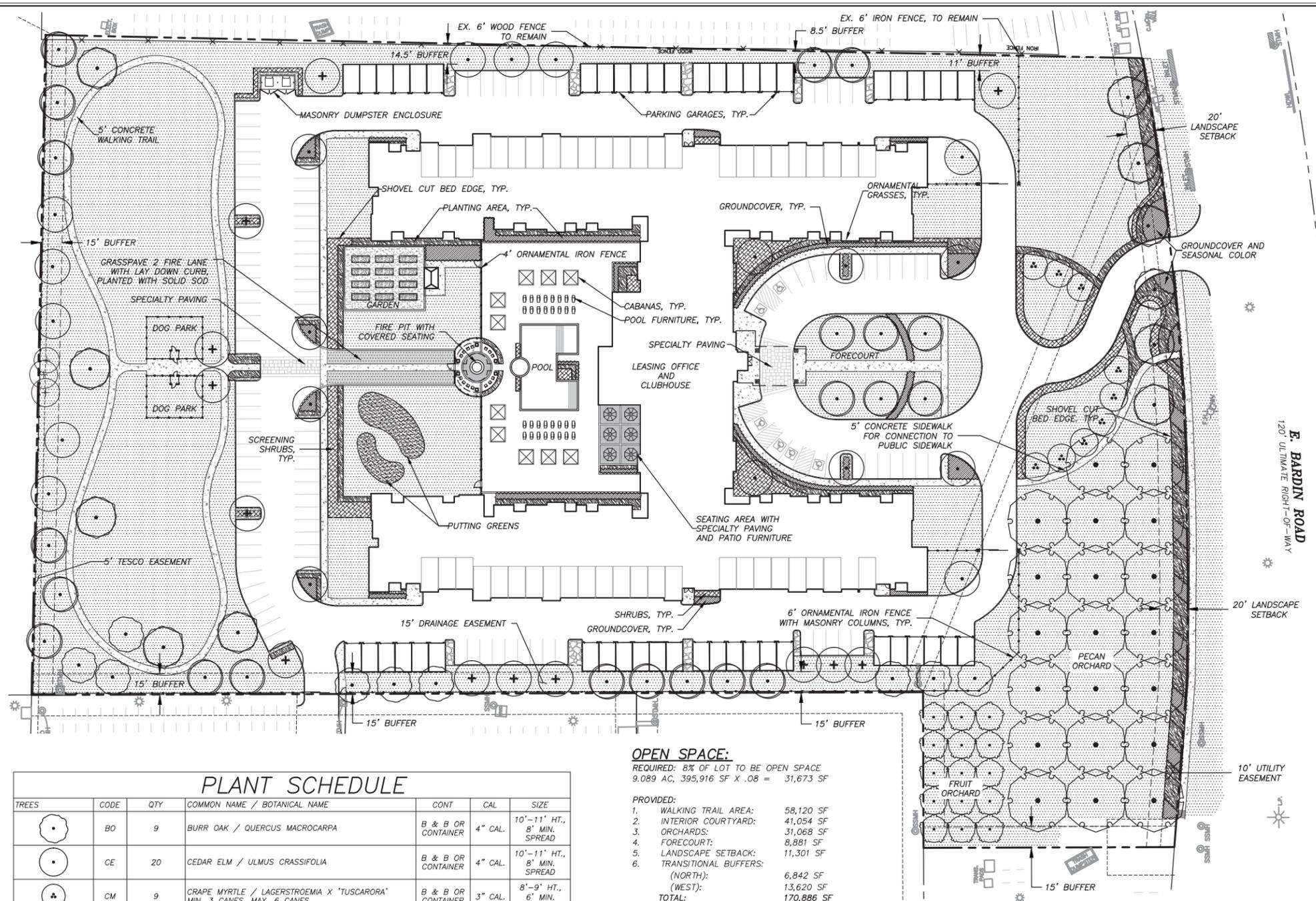
1. ALL EXISTING UTILITY DATA IS PROVIDED FOR INFORMATION ONLY. ALTHOUGH THIS DATA IS SHOWN AS ACCURATELY AS POSSIBLE, THE CONTRACTOR IS CAUTIONED THAT THE OWNER AND THE ENGINEER NEITHER ASSUMES NOR IMPLIES ANY RESPONSIBILITY FOR THE ACCURACY OF THIS DATA. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE UTILITY AFFECTED AND VERIFY THESE LOCATIONS AND ELEVATIONS PRIOR TO CONSTRUCTION.
2. CALL 1-800-344-8377 (DIG-TESS) OR OTHER UTILITY LOCATING SERVICES 48 HOURS PRIOR TO CONSTRUCTION ACTIVITY. MYCOSKIE MCINNIS ASSOCIATES, INC. IS NOT RESPONSIBLE FOR KNOWING ALL EXISTING UTILITIES OR DEPICTING EXACT LOCATIONS OF UTILITIES ON DRAWINGS.



Know what's below.
Call before you dig.



THIS DOCUMENT IS ISSUED FOR DEVELOPMENT PLAN REVIEW BY THE CITY OF ARLINGTON, TEXAS AND IS NOT INTENDED FOR PERMITTING, BIDDING, OR CONSTRUCTION.



OPEN SPACE:
REQUIRED: 8% OF LOT TO BE OPEN SPACE
9.089 AC, 395,916 SF X .08 = 31,673 SF

PROVIDED:

1. WALKING TRAIL AREA:	58,120 SF
2. INTERIOR COURTYARD:	41,054 SF
3. ORCHARDS:	31,068 SF
4. FORECOURT:	8,881 SF
5. LANDSCAPE SETBACK:	11,301 SF
6. TRANSITIONAL BUFFERS:	
(NORTH):	6,842 SF
(WEST):	13,620 SF
TOTAL:	170,886 SF

LANDSCAPE DATA

ELEMENT	REQUIRED	PROVIDED
LANDSCAPE SETBACK	E. BARDIN ROAD: 15' SETBACK	E. BARDIN ROAD: 20' SETBACK
LANDSCAPE SETBACK TREES	1. 4" CALIPER STREET TREE PER 45' OF STREET FRONTAGE. E. BARDIN ROAD: 566' FRONTAGE = 566/45 = (13), 4" CAL. TREES REQUIRED	E. BARDIN ROAD: (6), 4" CAL. TREES AND (7), 3" CAL. TREES PROVIDED
LANDSCAPE SETBACK PLANTINGS	REQUIRED LANDSCAPE SETBACK SHRUBS: 14 SHRUBS PER 50 FEET OF R.O.W. FRONTAGE = 566/50 X 14 = 158 SHRUBS (AT LEAST HALF REQ'D TO BE EVERGREEN SHRUBS) GRASS COVERAGE LIMIT: MAXIMUM OF 40% OF 15' LANDSCAPE SETBACK TO BE TURF.	223 SHRUBS PROVIDED, 50% TO BE EVERGREEN. TURF GRASS COVERAGE LIMIT: LANDSCAPE SETBACK CONTAINS 30% TURF.
PARKING REQUIREMENT	TOTAL PARKING REQUIRED: 210 SPACES	211 SPACES PROVIDED
PARKING LOT TREES	ONE (1), 3" CAL. TREE PER 10 PARKING SPACES PROVIDED. PARKING SPACES PROVIDED: 211 PARKING LOT TREES REQUIRED: 1 PER 10 SPACES = (21) PARKING LOT TREES REQ'D	(21) PARKING LOT TREES; NO EXCESS PARKING TREES REQUIRED
LEVEL II TRANSITIONAL BUFFER	(A) 15' TRANSITIONAL BUFFER (B) 4" CAL. TREE PER 450 SQ. FT. OF TRANSITIONAL BUFFER AREA = NORTH: 7,065 SQ. FT, 7,065/450 = (16), 4" CAL. TREES REQUIRED. WEST: 13,935 SQ. FT., 13,935/450 = (31), 4" CAL. TREES REQUIRED (C) MASONRY, ORNAMENTAL IRON, COMPOSITE, OR CEDAR FENCE, 6'-8' IN HEIGHT	NORTH TRANSITIONAL BUFFER: (A) 15' TRANSITIONAL BUFFER (B) 16, 4" CAL. TREES PROVIDED (C) 6" ORNAMENTAL IRON FENCE WITH MASONRY COLUMNS WEST TRANSITIONAL BUFFER: (A) 15' TRANSITIONAL BUFFER (B) 31 TOTAL TREES PROVIDED (24, 4" CAL. TREES AND 7, 3" CAL. TREES) (C) 6" ORNAMENTAL IRON FENCE WITH MASONRY COLUMNS
OVERALL LANDSCAPE TREES	REQUIRED LANDSCAPE TREES: LANDSCAPE SETBACK: (13) 3" CAL. TREES = 39 CAL. INCHES TRANSITIONAL BUFFER TREES: (47), 3" CAL. TREES = 141 CAL. INCHES PARKING LOT TREES (21) 3" CAL. TREES = 63 CAL. INCHES TOTAL: (81) 4" CAL. TREES = 243 CAL. INCHES TOTAL REQ'D	PROVIDED LANDSCAPE TREES: (74) 4" CAL. TREES = 296 CALIPER INCHES (44), 3" CAL. TREES = 132 CALIPER INCHES TOTAL PROVIDED = 428 CALIPER INCHES

PLANT SCHEDULE

TREES	CODE	QTY	COMMON NAME / BOTANICAL NAME	CONT	CAL	SIZE
	BO	9	BURR OAK / QUERCUS MACROCARPA	B & B OR CONTAINER	4"	10'-11" HT., 8' MIN. SPREAD
	CE	20	CEDAR ELM / ULMUS CRASSIFOLIA	B & B OR CONTAINER	4"	10'-11" HT., 8' MIN. SPREAD
	CM	9	CRAPE MYRTLE / LAGERSTROEMIA X 'TUSCARORA' MIN. 3 CANES, MAX. 6 CANES	B & B OR CONTAINER	3"	8'-9" HT., 6' MIN. SPREAD
	LE	13	LACEBARK ELM / ULMUS PARVIFOLIA 'LACEBARK ELM'	B & B OR CONTAINER	4"	10'-11" HT., 8' MIN. SPREAD
	QV	21	LIVE OAK / QUERCUS VIRGINIANA	B & B OR CONTAINER	4"	10'-11" HT., 8' MIN. SPREAD
	PM2	15	MEXICAN PLUM / PRUNUS MEXICANA	B & B OR CONTAINER	3"	8'-9" HT., 6' MIN. SPREAD
	CI	20	PECAN / CARYA ILLINOINENSIS	B & B OR CONTAINER	3"	8'-9" HT., 6' MIN. SPREAD
	RO	11	SHUMARD RED OAK / QUERCUS SHUMARDII	B & B OR CONTAINER	4"	10'-11" HT., 8' MIN. SPREAD
SHRUB AREAS	CODE	QTY	COMMON NAME / BOTANICAL NAME	CONT		
	GC	7,036	GROUNDCOVER	1 GAL.		
	OG	606	ORNAMENTAL GRASS / LINDHEIMER'S MUHLY, MISCANTHUS, TEXAS BEARGRASS, ETC.	3 GAL.		
	SHR	737	SHRUBS / DROUGHT TOLERANT AND/OR EVERGREEN	5 GAL.		
GROUND COVERS	CODE	QTY	COMMON NAME / BOTANICAL NAME	CONT		
	CD	177,221 SF	COMMON BERMUDA / CYNODON DACTYLON	SOLID SOD		

PROJECT TITLE:
DIAL INDEPENDENT LIVING DEVELOPMENT PLAN

mima
mycoskie mcinnis associates
Lic# registration number: 1-2759
200 east abram
arlington, texas 76010
817-469-1671
fax: 817-274-8757
www.mmatexas.com

THIS DOCUMENT IS RELEASED FOR THE PURPOSES OF REVIEW UNDER THE AUTHORITY OF DUWANE JOINER, RLA NO. 2071 ON 02/17/2016 AND IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

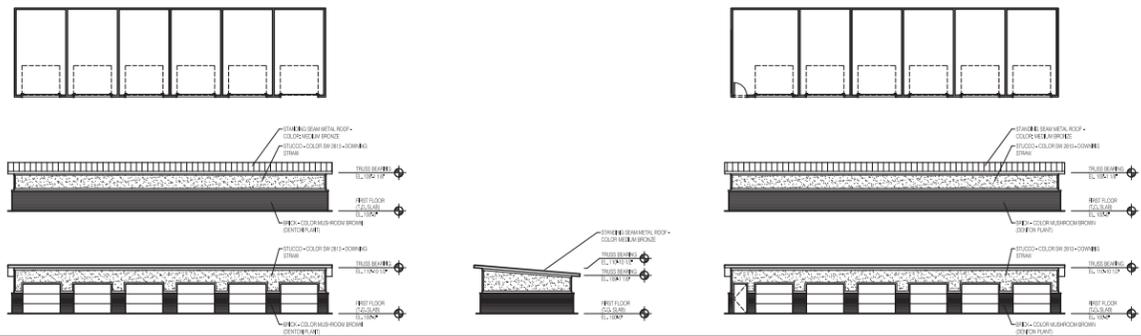
PROJECT NUMBER: 2801-00-01
PROJECT MANAGER: J. SUMPTER
DRAWN BY: D. JOINER
CHECKED BY: C. MYCOSKIE
ISSUE DATE: 02/17/2016

REV. DATE DESCRIP. BY

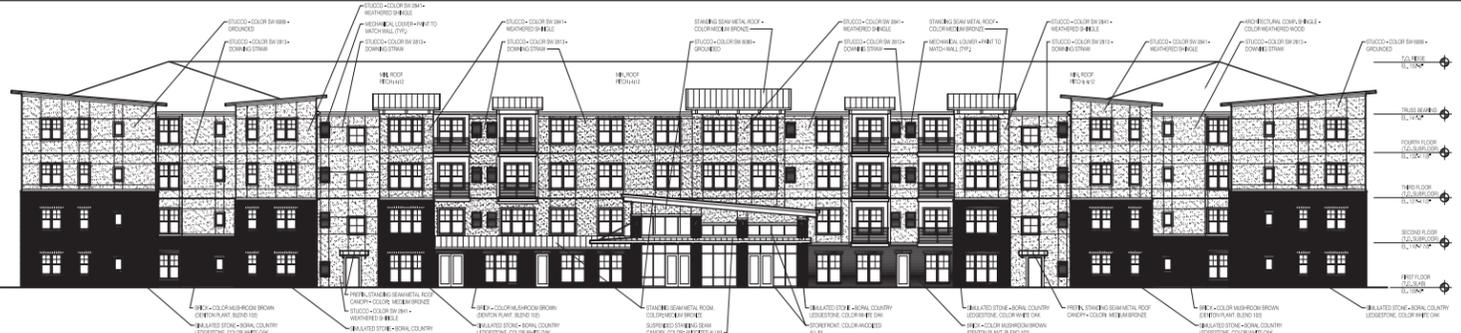
SHEET CONTENT:
LANDSCAPE PLAN PD15-13

SHEET NO:
3

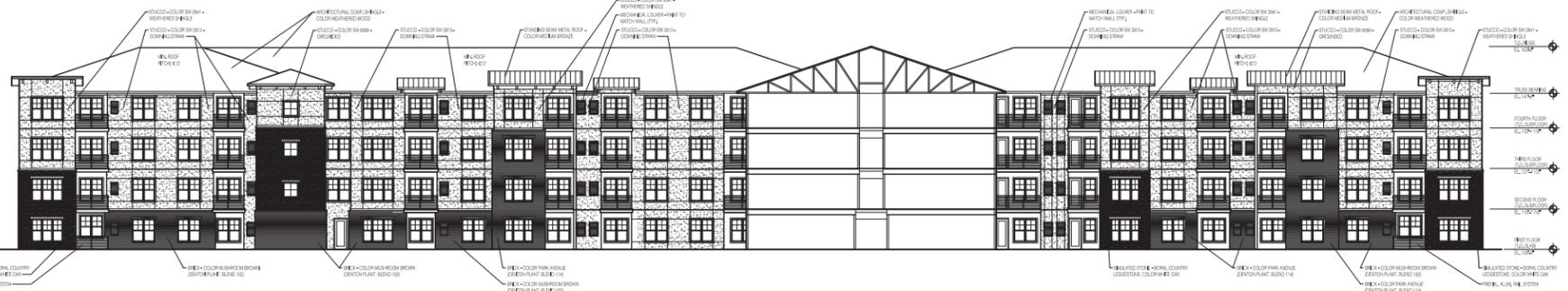
COPYRIGHT © 2016 MMA, INC.



5 GARAGE ELEVATIONS/PLANS
1/8" = 1'-0"



4 FRONT EXTERIOR ELEVATION
1/8" = 1'-0"



3 SIDE EXTERIOR ELEVATION
1/8" = 1'-0"

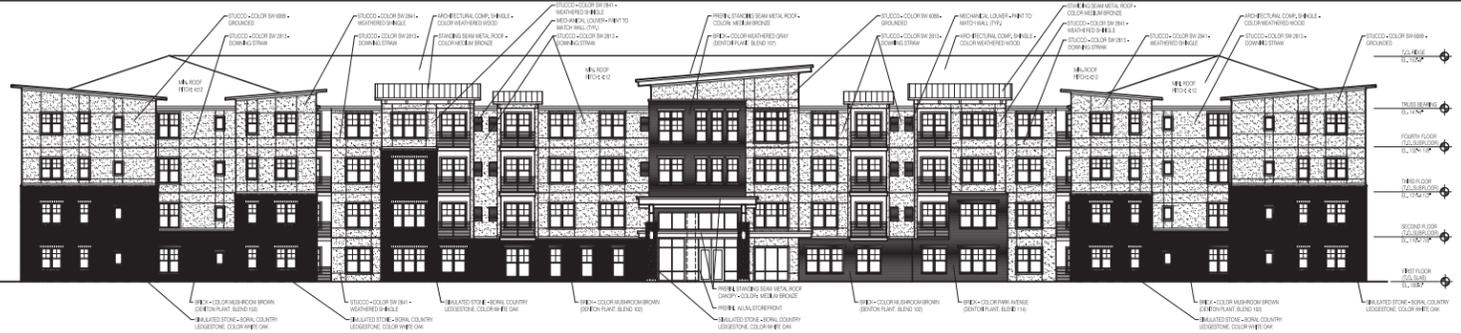
UNIT	TYPE	AREA	TOTAL	PERCENT	PERCENT	PERCENT	PERCENT
101	1 BR	1,200	1,200	100	100	100	100
102	1 BR	1,200	1,200	100	100	100	100
103	1 BR	1,200	1,200	100	100	100	100
104	1 BR	1,200	1,200	100	100	100	100
105	1 BR	1,200	1,200	100	100	100	100
106	1 BR	1,200	1,200	100	100	100	100
107	1 BR	1,200	1,200	100	100	100	100
108	1 BR	1,200	1,200	100	100	100	100
109	1 BR	1,200	1,200	100	100	100	100
110	1 BR	1,200	1,200	100	100	100	100
111	1 BR	1,200	1,200	100	100	100	100
112	1 BR	1,200	1,200	100	100	100	100
113	1 BR	1,200	1,200	100	100	100	100
114	1 BR	1,200	1,200	100	100	100	100
115	1 BR	1,200	1,200	100	100	100	100
116	1 BR	1,200	1,200	100	100	100	100
117	1 BR	1,200	1,200	100	100	100	100
118	1 BR	1,200	1,200	100	100	100	100
119	1 BR	1,200	1,200	100	100	100	100
120	1 BR	1,200	1,200	100	100	100	100
121	1 BR	1,200	1,200	100	100	100	100
122	1 BR	1,200	1,200	100	100	100	100
123	1 BR	1,200	1,200	100	100	100	100
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147	1 BR	1,200	1,200	100	100	100	100
148	1 BR	1,200	1,200	100	100	100	100
149	1 BR	1,200	1,200	100	100	100	100
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152	1 BR	1,200	1,200	100	100	100	100
153	1 BR	1,200	1,200	100	100	100	100
154	1 BR	1,200	1,200	100	100	100	100
155	1 BR	1,200	1,200	100	100	100	100
156	1 BR	1,200	1,200	100	100	100	100
157	1 BR	1,200	1,200	100	100	100	100
158	1 BR	1,200	1,200	100	100	100	100
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160	1 BR	1,200	1,200	100	100	100	100
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162	1 BR	1,200	1,200	100	100	100	100
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164	1 BR	1,200	1,200	100	100	100	100
165	1 BR	1,200	1,200	100	100	100	100
166	1 BR	1,200	1,200	100	100	100	100
167	1 BR	1,200	1,200	100	100	100	100
168	1 BR	1,200	1,200	100	100	100	100
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170	1 BR	1,200	1,200	100	100	100	100
171	1 BR	1,200	1,200	100	100	100	100
172	1 BR	1,200	1,200	100	100	100	100
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174	1 BR	1,200	1,200	100	100	100	100
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176	1 BR	1,200	1,200	100	100	100	100
177	1 BR	1,200	1,200	100	100	100	100
178	1 BR	1,200	1,200	100	100	100	100
179	1 BR	1,200	1,200	100	100	100	100
180	1 BR	1,200	1,200	100	100	100	100
181	1 BR	1,200	1,200	100	100	100	100
182	1 BR	1,200	1,200	100	100	100	100
183	1 BR	1,200	1,200	100	100	100	100
184	1 BR	1,200	1,200	100	100	100	100
185	1 BR	1,200	1,200	100	100	100	100
186	1 BR	1,200	1,200	100	100	100	100
187	1 BR	1,200	1,200	100	100	100	100
188	1 BR	1,200	1,200	100	100	100	100
189	1 BR	1,200	1,200	100	100	100	100
190	1 BR	1,200	1,200	100	100	100	100
191	1 BR	1,200	1,200	100	100	100	100
192	1 BR	1,200	1,200	100	100	100	100
193	1 BR	1,200	1,200	100	100	100	100
194	1 BR	1,200	1,200	100	100	100	100
195	1 BR	1,200	1,200	100	100	100	100
196	1 BR	1,200	1,200	100	100	100	100
197	1 BR	1,200	1,200	100	100	100	100
198	1 BR	1,200	1,200	100	100	100	100
199	1 BR	1,200	1,200	100	100	100	100
200	1 BR	1,200	1,200	100	100	100	100

AREA MATRIX

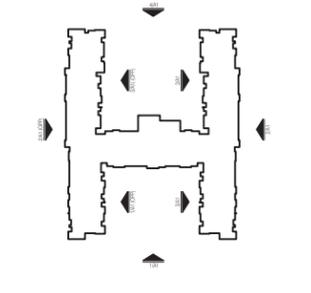


2 SIDE EXT. ELEVATION - COURTYARD
1/8" = 1'-0"

MATERIAL SCHEDULE



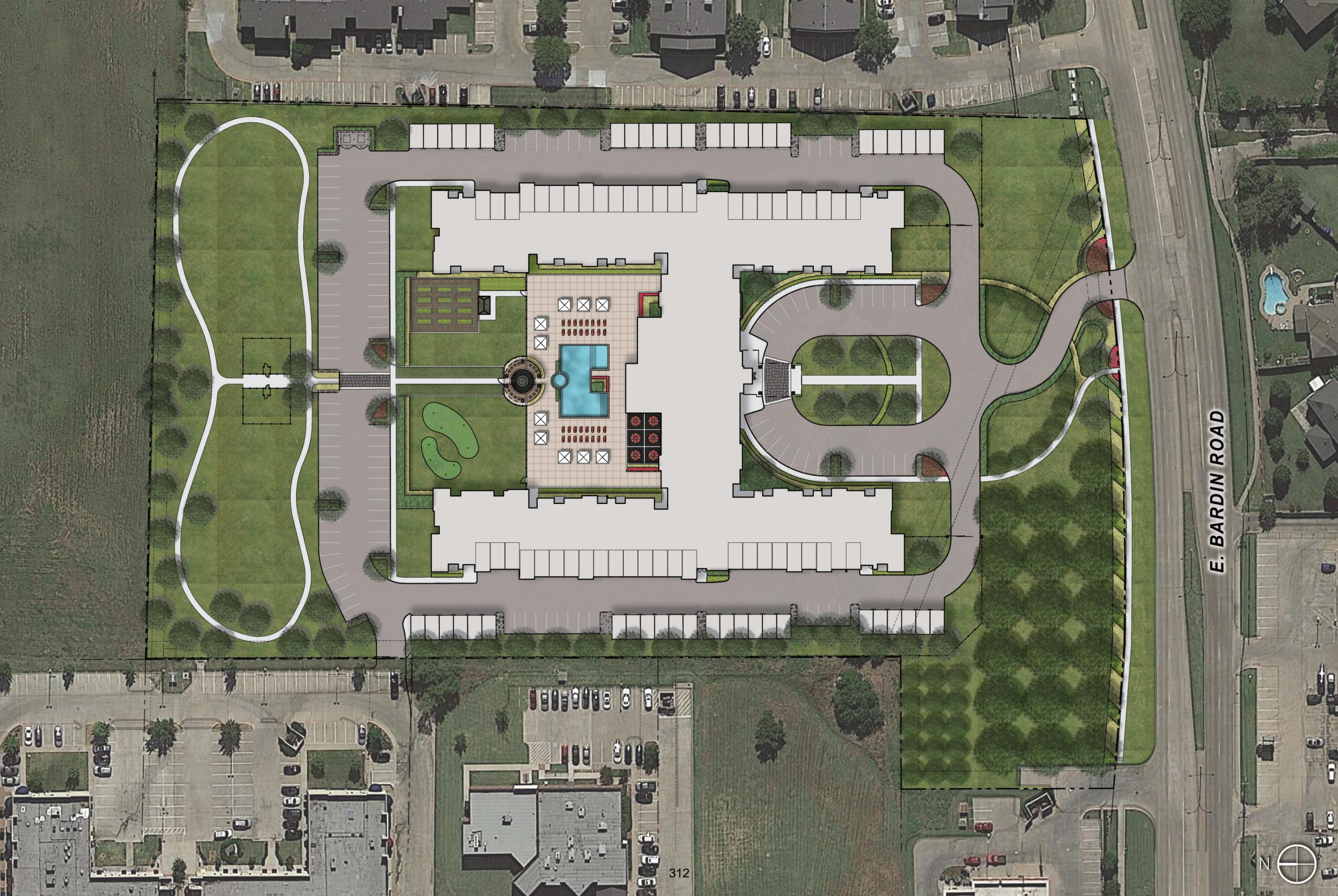
1 REAR EXTERIOR ELEVATION
1/8" = 1'-0"



KEY PLAN



P. Frye 2016



E. BARDIN ROAD



Case Information



Applicant: Mycoskie McInnis Associates represented by Cliff Mycoskie, RLA

Property Owner: Matlock Investments Company

Council District: 3

Allowable Uses: All uses as itemized in attachment ii.

Development History: The subject site is currently platted and commonly known as the Westway Addition Lots 3-A3 and Lot 2.

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

Transportation: The proposed development has two points of access. One point of access is from Matlock Road, through an existing development. The primary access point is from East Bardin Road.

Thoroughfare	Existing	Proposed
East Bardin Road	80-foot, 4 lanes divided Major Arterial	80-foot, 4 lanes divided Major Arterial

Traffic Impact: The proposed PD zoning for assisted living will generate less traffic than the existing CC zoning and will not impact the adjacent street system.

Water & Sewer: Water is available from a 12-inch water line in East Bardin Road. Sanitary Sewer is available from an 8-inch sanitary sewer line in E Barding Rd.

Drainage: The site is located within the South Fish 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 9, located at 909 Wimbledon Drive, provides protection to this site. The estimated fire response time is less than five minutes, which is in keeping with recommended standards.

School District: Arlington Independent School District.

The proposed zoning request is located in the Arlington Independent School District (AISD) and AISD has provided comments see attached.

Case Information



Notices Sent:

Neighborhood
Associations:

ACTION North Arlington
Arlington Independent School District (AISD)
Arlington Alliance for Responsible Government
East Arlington Review
Far South Arlington Neighborhood Association
Forest Hills Home Owners Association
Harold Patterson Community Association
North Cravens Community Group
Northern Arlington Ambience
Summerwood Community Watch
Villages of Fairfield Neighborhood Association
West Citizen Action Network (WeCan)

Property Owners: 14
Letters of Support: 0
Letter of Opposition: 0

PLANNING AND ZONING COMMISSION SUMMARY:

Public Hearing: April 20, 2016

Zoning Case PD15-13 (Dial Independent Living – 131 and 175 East Bardin Road)

Application to change the zoning on approximately 9.089 acres from Community Commercial (CC) to Planned Development (PD) for limited Community Commercial (CC) uses plus an Independent Senior Living Facility, with a Development Plan; generally located north of East Bardin Road and east of Matlock Road.

Present to speak in support of this case were Jacob Sumpter, 200 East Abram Street, 76010; and Neil Labella, 11506 Nicholas Street, Omaha, NE, 68154. Also present in support of this case was Allen Waddell, 3601 East Vickery Boulevard, Fort Worth, 76105. Present to speak about his concerns with the proposal was Phillip Bacon, 311 Chasemore Lane, 76018.

Commissioner Ron Smith moved to Approve Zoning Case PD15-13. Seconded by Commissioner Smith III, the motion was approved by a vote of 8-1-0.

AYES: Fowler, McAlister, Croxton, Reilly, Talambas, Myers, Ron Smith, Smith III
NAYES: McCurdy
ABSTAIN: None

APPROVED

Itemized Allowable Uses



Allowable Uses:

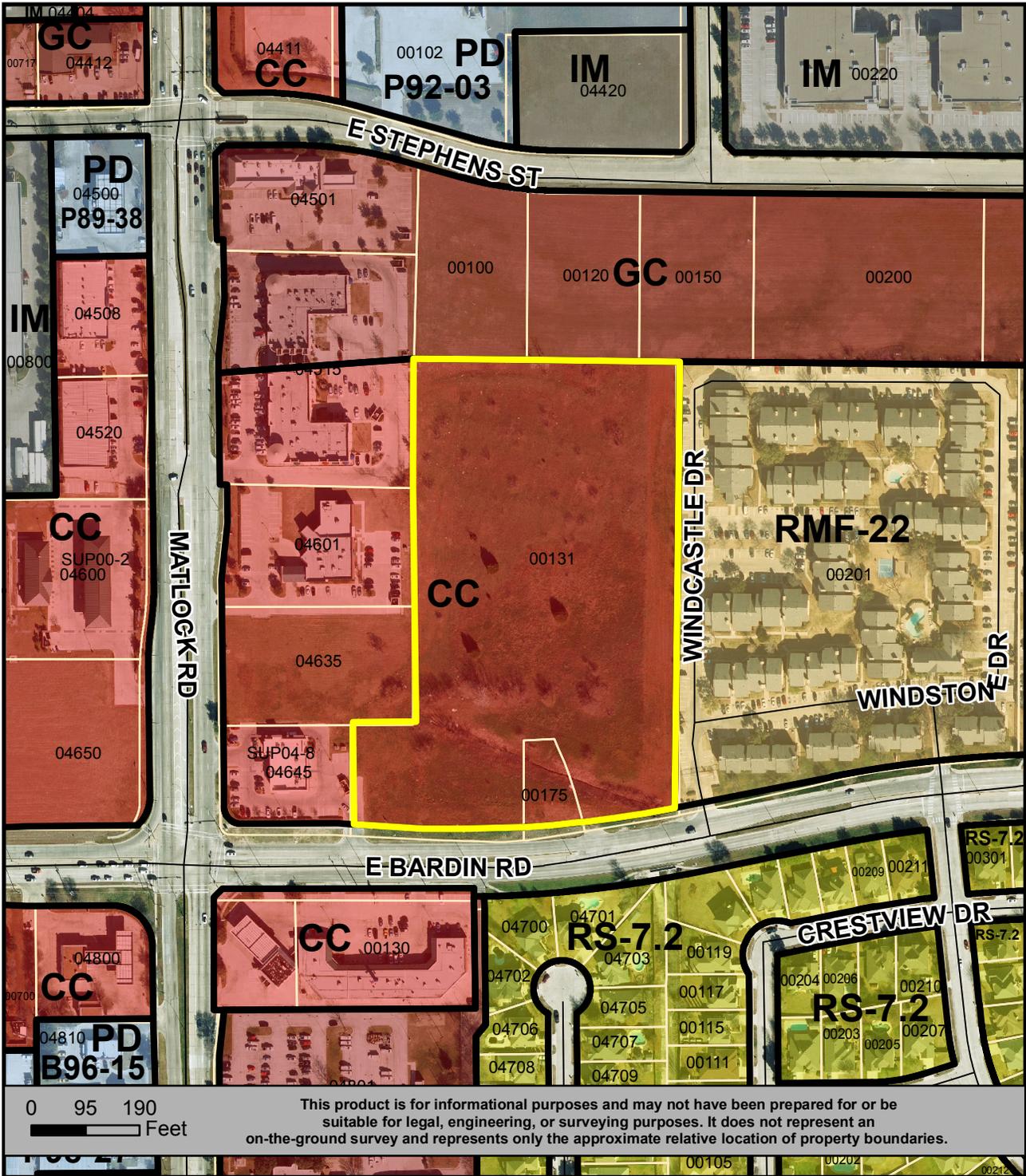
Planned Development (PD) for limited Community Commercial (CC) uses plus an Independent Senior Living Facility, with a Development Plan

Permitted - Art gallery or museum, Business school, Public or private school, Government administration and civic buildings, Philanthropic institution (other than listed), Religious assembly, Medical or dental office or clinic, Community garden, Public park or playground Restaurant, Utility lines, towers or metering station, Day care center, General personal services (other than listed), Massage therapy clinic, Private club/lodge/fraternal organization, General retail store (other than listed), Medical or scientific research laboratory and Independent Senior Living Facility.

Specific Use Permit (SUP) - Gas well, University/ college/ seminary, cemetery, Telecommunication Facilities, Cemetery, Bed and breakfast inn, Towers >75 ft., Stealth towers >100 ft.

Conditions (C) - Dwelling, live/work, Veterinary clinic, Financial services, Sidewalk café, Telecommunication Facilities, Hotel, full service, Office, business or professional, Building-mounted antennae and towers, Telecommunication Facilities Towers ≤75 ft., Stealth towers ≤100 ft.

Excluded Uses: Halfway House, Domestic violence shelter, Kennel, Commercial, Motor Vehicle rental, Bail Bond service, Country club, Marina, Tattoo parlor or Piercing studio, Bingo Parlor, Billiard Parlor, Gun range (indoor), Nightclub, Specialty paraphernalia sales, Pawn shop, Wrecker service, Food processing, Firearm sales, Wrecker service, Second-hand good store and Self-storage facility.



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

LOCATION MAP
PD15-13

 Planned Development (PD) for limited Community Commercial (CC) uses plus a Senior Independent Living Facility
9.089 ACRES




PD15-13

North of East Bardin Road and east of Matlock Road.



View of from subject site. View north



View of site from Bardin. View South.



View of commercial development to the west.



View west. Multi-family use.



January 19, 2016

Jennifer Pruitt, Principal Planner
 Community Development and Planning
 City of Arlington
 101 W. Abram Street, Mail Stop 01-0241
 Arlington, TX 76010

Re: Zoning Case PD15-3

Dear Ms. Pruitt,

The Arlington Independent School District (AISD) has learned that Mycoskie McInnis Associates has filed an application for a zoning change on approximately 9.089 acres located at 131 and 175 E. Bardin Road. The application seeks to have the subject property zoned “Planned Development (PD) for Limited Community Commercial (CC) uses plus Independent Senior Living.” As submitted, the plan proposes construction of approximately 180 one- and two-bedroom apartment units planned initially as an independent senior living complex.

We understand that the proposed development is intended initially for independent senior living. We are concerned, however, that the use of the property could change from strictly senior living to traditional multi-family housing in the future. Additional multi-family units will strain the District’s ability to provide adequate educational facilities for the area subject to this zoning case.

Following is a summary of the building capacities and enrollments for the schools that serve the property subject to zoning request PD15-3.

School	Enrollment Capacity	Enrollment 2015-16	Projected Enrollment 2024-25
Williams Elementary	1,059	764	723
Ousley Jr. High	1,301	1,003	921
Seguin High School	2,021	1,658	1,679

Industry standards generally hold that schools are full when enrollment reaches 85% of capacity. The long-range enrollment projections for Ousley and Seguin are close to the 85% utilization threshold.

AISD’s voters approved a \$663.1 million bond proposition in May 2014 that includes campus renovations and new facilities to meet program needs and help relieve crowding at the elementary schools in the east part of the district and at all six AISD high schools. Projects in the bond package will affect each of the schools that serve the property subject to zoning case PD15-3:

- Two STEM labs and one acoustically-appropriate strings room will be created at each elementary school, including Williams Elementary. Renovation work at Williams is scheduled to begin spring 2016 and will be complete by spring 2017. These new spaces will reduce Williams' capacity by approximately 66 students, for a new capacity of 993 in spring 2017.
- Ferguson Jr. High closed following the 2014-15 school year and the Ferguson students have been rezoned to Ousley Jr. High beginning with the 2015-16 school year.
- Three new facilities - a career and technical education center, fine arts center and an athletics complex - will be constructed to serve students from all six of our high schools. Students will remain enrolled in their home campuses and will be shuttled to/from these central facilities for specialized classes. Additionally, a multi-purpose activity center will be constructed on each high school campus. These new facilities will enhance our program offerings and will lessen utilization of our high school buildings.

The new facilities included in our bond program will help relieve crowding at our schools; however, new multi-family developments that have not been factored into this long-range facilities plan will make it difficult to achieve the lasting relief we are seeking.

For the reasons stated above, AISD opposes the zoning change requested in case PD15-3. Please contact me if you need any additional information regarding AISD's position on this zoning case.

Sincerely,

A handwritten signature in blue ink that reads "Cindy Powell". The signature is fluid and cursive, with the first name "Cindy" and last name "Powell" clearly legible.

Cindy Powell, CPA
Chief Financial Officer



Staff Report

Ordinances Authorizing the Sale of City of Arlington, Texas Series 2016A Permanent Improvement Bonds in the amount of \$36,165,000, Texas Series 2016B Combination Tax and Revenue Certificates of Obligation in the amount of \$16,875,000

City Council Meeting Date: 05-10-2016 | Documents Being Considered: Ordinances

RECOMMENDATION

Approve ordinances providing for the issuance of \$36,165,000 Permanent Improvement Bonds, Series 2016A, \$16,875,000 Combination Tax and Revenue Certificates of Obligation Bonds, Series 2016B. State law amendments in 2001 authorize the City to pass these ordinances at one reading without declaring an emergency.

PRIOR BOARD OR COUNCIL ACTION

On February 23, 2016, City Council passed Resolution 16-032 approving and adopting the Capital Budget for FY 2016.

ANALYSIS

The competitive sales are scheduled for Tuesday, May 10, 2016. The results along with the final ordinances will be presented to the Mayor and City Council at the meeting that evening.

FINANCIAL IMPACT

These issuances will have no effect on the tax rate.

ADDITIONAL INFORMATION

Attached:	Preliminary Official Statement Draft Ordinances (finalized Ordinances to be available at meeting)
Under separate cover:	None
Available in the City Secretary's office:	None

STAFF CONTACT(S)

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

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

ORDINANCE NO. 16-_____

relating to

\$_____

CITY OF ARLINGTON, TEXAS
PERMANENT IMPROVEMENT BONDS
SERIES 2016A

Dated: May 1, 2016

Adopted: May 10, 2016

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AN ORDINANCE PROVIDING FOR THE ISSUANCE OF \$ _____
 CITY OF ARLINGTON, TEXAS, PERMANENT IMPROVEMENT BONDS,
 SERIES 2016A; AWARDING THE SALE THEREOF; LEVYING A TAX IN
 PAYMENT THEREOF; AUTHORIZING THE EXECUTION AND DELIVERY
 OF A PAYING AGENT/REGISTRAR AGREEMENT APPROVING THE
 OFFICIAL STATEMENT; AND ENACTING PROVISIONS INCIDENT AND
 RELATING TO THE SUBJECT AND PURPOSES OF THIS ORDINANCE

WHEREAS, a portion of the bonds hereinafter authorized were duly and favorably voted, as required by the Constitution and laws of the State of Texas, at elections held in the City of Arlington, Texas (the "City"), on November 4, 2008 and November 4, 2014; and

WHEREAS, at elections held on November 4, 2008 and November 4, 2014, the following are among the purposes and amounts of the bonds which were authorized, reflecting any amount previously issued pursuant to each voted authorization, the amount therefrom being issued pursuant to this Ordinance, and the balance that remains unissued after the issuance of the bonds herein authorized, to wit: and

<u>Purpose</u>	<u>Election Date</u>	<u>(amounts in the thousands)</u>			
		<u>Amount Voted</u>	<u>Amount Previously Issued</u>	<u>Amount Being Issued</u>	<u>Unissued Balance</u>
Library-Mobile	01/16/93	\$ 570	\$ -0-	\$ -0-	\$ 570
Erosion Control	02/01/03	1,900	-0-	-0-	1,900
Traffic Management	11/04/03	400	-0-	-0-	400
Parks and Recreation	11/04/08	15,500	15,500	-0-	-0-
Streets and Transportation	11/04/08	103,735	91,635	12,100	-0-
Library	11/04/08	500	500	-0-	-0-
Fire	11/04/08	9,090	9,090	-0-	-0-
Johnson Creek	11/04/08	12,000	-0-	-0-	12,000
Fire	11/14/14	9,780	-0-	-0-	9,780
Library	11/14/14	6,090	-0-	45	6,045
Parks and Recreation	11/14/14	60,000	791	6,450	52,759
Streets and Transportation	11/14/14	<u>160,130</u>	<u>-0-</u>	<u>17,455</u>	<u>142,675</u>
Total		\$379,695	\$117,016	\$36,050	\$226,129

WHEREAS, the City Council of the City hereby finds and determines that the issuance and delivery of the bonds hereinafter authorized is in the public interest and the use of the proceeds in the manner herein specified constitutes a valid public purpose; and

WHEREAS, the City Council has found and determined that it is necessary and in the best interest of the City and its citizens that it authorize by this Ordinance the issuance and delivery of the bonds at this time, all in a single series; and

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

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.1. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

“Bond” means any of the Bonds.

“Bond Date” means the date designated as the date of the Bonds by Section 3.2(a) of this Ordinance.

“Bonds” means the City’s bonds authorized to be issued by Section 3.1 of this Ordinance and designated as “City of Arlington, Texas, Permanent Improvement Bonds, Series 2016A.”

“Closing Date” means the date of the initial delivery of and payment for the Bonds.

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

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named in this Ordinance, the Designated Payment/Transfer Office as designated in the Paying Agent/Registrar Agreement, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City such successor.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“EMMA” means the Electronic Municipal Market Access System.

“Event of Default” means any event of default as defined in Section 10.1 of this Ordinance.

“Initial Bond” means the Initial Bond authorized by Section 3.4 of this Ordinance.

“Interest and Sinking Fund” means the interest and sinking fund established by Section 2.2 of this Ordinance.

“Interest Payment Date” means the date or dates on which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 15 and August 15, commencing February 15, 2017.

“MSRB” means the Municipal Securities Rulemaking Board.

“Owner” means the person who is the registered owner of a Bond or Bonds, as shown in the Register.

“Paying Agent/Registrar” means initially The Bank of New York Mellon Trust Company, N.A., or any successor thereto as provided in this Ordinance.

“Record Date” means the last business day of the month next preceding an Interest Payment Date.

“Register” means the Register specified in Section 3.6(a) of this Ordinance.

“Representation Letter” means the Blanket Letter of Representations between the City and DTC.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of principal of or interest on the Bonds as the same come due and payable and remaining unclaimed by the Owners of such Bonds after the applicable payment or redemption date.

Section 1.2. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.3. Table of Contents. Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. Interpretation.

Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

ARTICLE II

SECURITY FOR THE BONDS; INTEREST AND SINKING FUND

Section 2.1. Tax Levy.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State of Texas, there shall be levied and there is hereby levied for the current year and for each succeeding year hereafter while any of the Bonds or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the City, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Bonds, being (i) the interest on the Bonds, and (ii) a sinking fund for their redemption at maturity or a sinking fund of two percent (2%) per annum (whichever amount is greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the City most recently approved in accordance with law and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Bonds when and as due and payable in accordance with their terms and this Ordinance.

(d) If the lien and provisions of this Ordinance shall be released in a manner permitted by Article XI hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit. In determining the aggregate principal amount of outstanding Bonds, there shall be subtracted the amount of any Bonds that have been duly called for redemption and for which money has been deposited with the Paying Agent/Registrar for such redemption.

Section 2.2. Interest and Sinking Fund.

(a) The City hereby establishes a special fund or account, to be designated the "City of Arlington, Texas, Permanent Improvement Bonds, Series 2016A, Interest and Sinking Fund," said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in or required by this Ordinance to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on and principal of the Bonds when and as due and payable in accordance with their terms and this Ordinance.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.1. Authorization.

The City's bonds, to be designated "City of Arlington, Texas, Permanent Improvement Bonds, Series 2016A," are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including specifically Chapter 1331, Texas Government Code, as amended, and Article XIII, Section 1 of the Charter of the City. The Bonds shall be issued in the aggregate principal amount of \$_____, for the purpose of: (a) providing funds for payment of the costs of issuing the Bonds and (b) providing funds for permanent public improvements, to wit: (i) \$12,100,000 for designing, developing, constructing, improving, extending, and expanding streets, thoroughfares, sidewalks, bridges, and other public ways of the City, including streetlighting, right-of-way protection, and related storm drainage improvements; and acquiring rights-of-way in connection therewith (2008 Authorization); (ii) \$17,455,000 for designing, developing, constructing, improving, extending, and expanding streets, thoroughfares, sidewalks, bridges, and other public ways of the City, including streetlighting, right-of-way protection, and related storm drainage improvements; and acquiring rights-of-way in connection therewith (2014 Authorization); (iii) \$6,450,000 for acquiring, developing, renovating and improving parks and open spaces for park and recreation purposes in and for the City (2014 Authorization); (iv) \$450,000 for designing, constructing, improving, renovating, expanding, equipping and furnishing libraries and related facilities, including the acquisition of land therefor (2014 Authorization); and (v) \$6,450,000 for acquiring, developing, renovating and improving parks, park facilities and open spaces for parks and recreation purposes in and for the City, and the acquisition of land therefor (2014 Authorization).

Section 3.2. Date, Denomination, Maturities and Interest.

(a) The Bonds shall be dated May 1, 2016. The Bonds shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof, and shall be numbered separately from one (1) upward, except the Initial Bond, which shall be numbered T-1.

(b) The Bonds shall mature on August 15 in the years and in the principal amounts set forth in the following schedule:

Serial Bonds

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2017			2027		
2018			2028		
2019			2029		
2020			2030		
2021			2031		
2022			2032		
2023			2033		
2024			2034		
2025			2035		
2026			2036		

Term Bonds

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
20__		

(c) Interest shall accrue and be paid on each Bond respectively until its maturity or prior redemption, from the later of the date of their delivery to the Purchaser (the “Delivery Date”) or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable on each Interest Payment Date until maturity or prior redemption. Interest on the Bonds shall be calculated on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

Section 3.3. Medium, Method and Place of Payment.

(a) The principal of, premium, if any, and interest on the Bonds shall be paid in lawful money of the United States of America.

(b) Interest on the Bonds shall be payable to each Owner as shown in the Register at the close of business on the Record Date.

(c) Interest shall be paid by check, dated as of the Interest Payment Date, and sent by the Paying Agent/Registrar to each Owner, first class United States mail, postage prepaid, to the address of each Owner as it appears in the Register, or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement. At the option of an

Owner of at least \$1,000,000 principal amount of the Bonds, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar.

(d) The principal of each Bond shall be paid to the Owner thereof on the due date (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(f) Unclaimed Payments shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which the Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Bonds, shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to any holders of such Bonds for any further payment of such unclaimed monies or on account of any such Bonds, subject to Title 6 of the Texas Property Code.

Section 3.4. Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of those officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying

Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which Certificate shall be evidence that the Bond has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one initial Bond representing the entire principal amount of all Bonds, payable in stated installments to the Purchaser, or its designee, executed by the Mayor and City Secretary of the City by their manual or facsimile signatures, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchaser or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC, on behalf of the Purchaser, one typewritten Bond for each maturity representing the aggregate principal amount for each respective maturity, registered in the name of Cede & Co., as nominee for DTC. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section 3.5. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment as provided herein (except interest shall be paid to the person in whose name such Bond is registered on the Record Date), and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.6. Registration. Transfer and Exchange.

(a) So long as any Bonds remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Ordinance.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000 and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) Each exchange Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for any different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond called for redemption, in whole or in part, where such redemption is scheduled to occur within forty-five (45) calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.7. Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records shall be made regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds in accordance with the Securities Exchange Act of 1934, as amended.

Section 3.8. Temporary Bonds.

Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(a) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Ordinance.

(b) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and shall authenticate and deliver in exchange therefor Bonds of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.9. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its

discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.10. Book-Entry Only System.

(a) Notwithstanding any other provision hereof, upon initial issuance of the Bonds, the ownership of the Bonds shall be registered in the name of Cede & Co., as nominee of DTC. The definitive Bonds shall be initially issued in the form of a single separate fully registered certificate for each of the maturities thereof.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Bondholder, as shown in the Register of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of and interest on such Bonds, for the purpose of all matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than an owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) The Representations Letter previously executed and delivered by the City, and applicable to the City's obligations delivered in book-entry-only form to DTC as securities depository, is hereby ratified and approved for the Bonds.

Section 3.11. Successor Securities Depository; Transfer Outside Book-Entry Only System.

In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representations Letter of the City to DTC, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Bondholders transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 3.12. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the blanket letter of representation of the City to DTC.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Bonds shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.2. Optional Redemption.

(a) The City reserves the option to redeem Bonds maturing on and after August 15, 2027 in whole or any part, in principal amounts of \$5,000 or any integral multiple thereof before their respective scheduled maturity dates, on August 15, 2026, or on any date thereafter, at a price equal to the principal amount of the Bonds called for redemption plus accrued interest to the date fixed for redemption.

(b) The City, at least forty-five (45) days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Bonds to be redeemed.

Section 4.3. Partial Redemption.

(a) If less than all of the Bonds are to be redeemed pursuant to Section 4.2 hereof, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Bonds, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(b) A portion of a single Bond of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Bond is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Bond as though it were a single Bond for purposes of selection for redemption.

(c) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.6 of this Ordinance, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

(d) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Bond as to which only a portion thereof is to be redeemed.

Section 4.4. Mandatory Sinking Fund Redemption.

(a) The Bonds maturing on August 15, 20__ (the "Term Bonds") are subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Interest and Sinking Fund, on the dates and in the respective principal amounts as set forth below.

\$ Term Bonds Maturing August 15, 20

Redemption Date

Redemption Amount

August 15, 20__

August 15, 20__*

*maturity

(b) At least forty-five (45) days prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.5.

(c) The principal amount of the Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.3 shall be reduced, at the option of the City, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not

exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.5. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the business day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed and subject to Section 3.12 hereof, an identification of the Bonds or portions thereof to be redeemed.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.6. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

Section 4.7. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.5 of this Ordinance, and subject to any conditions or rights reserved by the City under Section 4.8, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in its obligation to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall continue to bear

interest at the rate stated on the Bond until due provision is made for the payment of same by the City.

Section 4.8. Conditional Notice of Redemption.

The City reserves the right to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption and such redemption has been rescinded shall remain Outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.1. Appointment of Initial Paying Agent/Registrar.

The Bank of New York Mellon Trust Company, N.A., is hereby appointed as the initial Paying Agent/Registrar for the Bonds.

Section 5.2. Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 5.3. Maintaining Paying Agent/Registrar.

(a) At all times while any Bonds are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.2 of this Ordinance. The Mayor is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar. The signature of the Mayor shall be attested by the City Secretary of the City. The form of the Paying Agent/Registrar Agreement presented at this meeting is hereby approved with such changes as may be approved by bond counsel to the City.

(b) If the Paying Agent/Registrar resigns or Otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.4. Termination.

The City, upon not less than sixty (60) days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.5. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.6. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.7. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE BONDS

Section 6.1. Form Generally.

(a) The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Bonds, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.2. Form of the Bonds.

The form of the Bond, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Bonds, shall be substantially as follows:

(a) Form of Bond.

REGISTERED
No. _____

REGISTERED
\$ _____

United States of America
State of Texas
County of Tarrant
CITY OF ARLINGTON, TEXAS
PERMANENT IMPROVEMENT BOND
SERIES 2016A

INTEREST RATE: _____% MATURITY DATE: August 15, ____ DELIVERY DATE: May 24, 2016 CUSIP NUMBER: _____

The City of Arlington, Texas (the "City"), in the County of Tarrant, State of Texas, for value received, hereby promises to pay to

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the Delivery Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months, such interest to be paid semiannually on February 15 and August 15 of each year, commencing February 15, 2017.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in Dallas, Texas (the "Designated Payment/Transfer Office") of The Bank of New York Mellon Trust Company, N.A., as Paying Agent/Registrar or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office thereof. Interest on this Bond is payable by check dated as of the interest payment date, and will be mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the registered owner; provided, however, such registered owner shall bear all risk and expense of such other banking arrangement. At the option of an Owner of at least \$1,000,000 principal amount of the Bonds, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the last business day of the month next preceding such interest payment date.

If the date for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

This Bond is dated May 1, 2016 and is one of a series of fully registered bonds specified in the title hereof issued in the aggregate principal amount of \$_____ (herein referred to as the "Bonds"), issued pursuant to a certain ordinance of the City (the "Ordinance") for the purpose of providing funds with which to make various permanent public improvements for and within the City, and to pay the costs of issuing the Bonds.

The City has reserved the option to redeem the Bonds maturing on or after August 15, 2027, in whole or in part before their respective scheduled maturity dates, on August 15, 2026, or on any date thereafter, at a price equal to the principal amount of the Bonds so called for redemption plus accrued interest to the date fixed for redemption. If less than all of the Bonds are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Bonds, or portions thereof, within such maturity and in such principal amounts, for redemption.

The Bonds maturing August 15, 20__ (the "Term Bonds") are subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Interest and Sinking Fund, on the dates and in the respective principal amounts as set forth below.

\$ Term Bonds Maturing August 15, 20__

<u>Redemption Date</u>	<u>Redemption Amount</u>
August 15, 20__	
August 15, 20__*	

*maturity

At least forty-five (45) days prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in the Ordinance.

In lieu of calling the Term Bonds described above, for mandatory redemption, the City reserves the right to purchase such Term Bonds at a price not exceeding the principal amount thereof, plus accrued interest, with (a) moneys on deposit in the Interest and Sinking Fund which are available for the mandatory redemption of such Term Bonds or (b) other lawfully available funds.

Upon any such purchase in lieu of redemption, not less than five (5) days prior to a mandatory redemption date, the City shall deliver such Term Bonds to the Paying Agent/Registrar prior to the selection of the Term Bonds for redemption and the principal amount so delivered shall be credited against the amount required to be called for redemption in that year.

Notice of such redemption or redemptions shall be given by first class mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the registered owner of each of the Bonds to be redeemed in whole or in part. Notice having been so given, the Bonds or portions thereof designated for redemption shall become due and payable on the redemption date specified in such notice; from and after such date, notwithstanding that any of the Bonds or portions thereof so called for redemption shall not have been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue.

The City reserves the right to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption and such redemption has been rescinded shall remain Outstanding and the rescission

of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within forty-five (45) calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law, and has been authorized by a vote of the properly qualified electors of the City; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that ad valorem taxes upon all taxable property in the City have been levied for and pledged to the payment of the debt service requirements of the Bonds, within the limit prescribed by law.

IN WITNESS WHEREOF, the City has caused this Bond to be executed by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary of the City, and the official seal of the City has been duly impressed or placed in facsimile on this Bond.

City Secretary, City of Arlington, Texas

Mayor, City of Arlington, Texas

[SEAL]

(b) Form of Comptroller’s Registration Certificate

The following Comptroller’s Registration Certificate may be deleted from the definitive Bonds if such Certificate on the initial Bond is fully executed.

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
OF THE STATE OF TEXAS §

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Bond has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation of the City of Arlington, Texas, and that this Bond has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _____.

Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Paying Agent/Registrar

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Bond if the Comptroller’s Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Bond of this series of bonds was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Bonds referred to in the within-mentioned Ordinance.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.
as Paying Agent/Registrar

Dated: _____

By: _____
Authorized Representative

(d) Form of Assignment

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee): _____

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By: _____

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) The Initial Bond shall be in the form set forth in subsections (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Bond, the headings “INTEREST RATE” and “MATURITY DATE” shall be completed with the words “As shown below”;

(ii) in the first paragraph of the Bond, the words “on the Maturity Date specified above” shall be deleted and the following will be inserted: “on August 15 in each of the years, in the principal installments and bearing interest at the per annum rates in accordance with the following schedule:

<u>Years</u>	<u>Principal Installments</u>	<u>Interest Rates</u>
(Information to be inserted from schedule in Section 3.2 of this Ordinance); and		

Section 6.3. CUSIP Registration.

The City may secure identification numbers through the CUSIP Global Services managed by S&P Capital IQ on behalf of the American Bankers Association, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 6.4. Legal Opinion.

The approving legal opinion of Bracewell LLP, Bond Counsel, may be printed on the reverse side of each Bond over the certification of the City Secretary of the City, which may be executed in facsimile.

Section 6.5. Statement of Insurance.

A statement relating to a municipal bond insurance policy, if any, to be issued for the Bonds may be printed on or attached to each Bond.

ARTICLE VII

SALE AND DELIVERY OF BONDS, DEPOSIT OF PROCEEDS

Section 7.1. Sale of Bonds. Official Statement.

(a) The Bonds, having been duly advertised and offered for sale at competitive bid, are hereby officially sold and awarded to _____ (the “Purchaser”) for a purchase price equal to the principal amount thereof plus a cash premium of \$_____, being the bid which produced the lowest true interest cost to the City. The Initial Bond shall be registered in the name of the Purchaser or its designee.

(b) The form and substance of the Preliminary Official Statement, and any addenda, supplement or amendment thereto, are hereby in all respects approved and adopted and is hereby deemed final as of its date within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The final Official Statement (the “Official Statement”) presented to and considered at this meeting is hereby in all respects approved and adopted and the Mayor and the City Secretary of the City are hereby authorized and directed to execute the same and deliver appropriate numbers of executed copies thereof to

the Purchaser. The Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the Mayor of the City and the Purchaser, may be used by the Purchaser in the public offering and sale thereof. The City Secretary is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Official Statement, as supplemented, and the preliminary public offering of the Bonds by the Purchaser, is hereby ratified, approved and confirmed.

(c) All officers of the City are authorized to execute such documents, certificates and receipts as they may deem appropriate in order to consummate the delivery of the Bonds in accordance with the terms of sale therefor. Further, in connection with the submission of the record of proceedings for the Bonds to the Attorney General of the State of Texas for examination and approval of such Bonds, the appropriate officer of the City is hereby authorized and directed to issue a check of the City payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount to be the lesser of (i) 1/10th of 1% of the principal amount of the Bonds or (ii) \$9,500).

(d) The obligation of the Purchaser identified in subsection (a) of this Section to accept delivery of the Bonds is subject to the Purchaser being furnished with the final, approving opinion of Bracewell LLP, Bond Counsel for the City, which opinion shall be dated and delivered the Closing Date.

Section 7.2. Control and Delivery of Bonds.

(a) The Mayor of the City is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts of the State of Texas, delivery of the Bonds shall be made to the Purchaser under and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor or City Secretary is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem and the Assistant City Secretary, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tem and the Assistant City Secretary shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor and City Secretary, respectively.

Section 7.3. Deposit of Proceeds.

(a) Proceeds of the Bonds in the amount of \$_____, including premium in the amount of \$_____, shall be deposited to a special construction fund of the City, such

monies to be dedicated and used solely for the purposes for which the Bonds are being issued as provided in Section 3.1(b).

(b) Premium in the amount of \$_____ received on the Closing Date, shall be deposited to a special account of the City and used for the payment of the costs of issuing the Bonds. Any amounts not needed for the payment of costs of issuance shall be deposited to the Interest and Sinking Fund.

ARTICLE VIII

INVESTMENTS

Section 8.1. Investments.

(a) Money in the Interest and Sinking Fund created by this Ordinance, at the City's option, may be invested in such securities or obligations as permitted under applicable law.

(b) Any securities or obligations in which money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.2. Investment Income.

(a) Interest and income derived from investment of the Interest and Sinking Fund shall be credited to such Fund.

(b) Interest and income derived from the investment of the funds deposited pursuant to Section 7.3 hereof shall be credited to the fund or account where deposited until the construction of the projects for which the Bonds are issued is completed; thereafter, to the extent such interest and income are present, such interest and income shall be deposited to the Interest and Sinking Fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.1. Payment of the Bonds.

On or before each Interest Payment Date for the Bonds and while any of the Bonds are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such interest on and principal of the Bonds as will accrue or mature on the applicable Interest Payment Date or date of prior redemption.

Section 9.2. Other Representations and Covenants.

(a) The City will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Bond; the City will promptly

pay or cause to be paid the principal of and interest on each Bond on the dates and at the places and manner prescribed in such Bond; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 9.3. Provisions Concerning Federal Income Tax Exclusion.

(a) General. The City intends that the interest on the Bonds shall be excludable from gross income for purposes of federal income taxation pursuant to sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the “Code”); and the applicable regulations promulgated thereunder (the “Regulations”). The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would cause the interest on the Bonds to be includable in the gross income, as defined in section 61 of the Code, of the holders thereof for purposes of federal income taxation. In particular, the City covenants and agrees to comply with each requirement of this Section 9.3; provided, however, that the City shall not be required to comply with any particular requirement of this Section 9.3 if the City has received an opinion of nationally recognized bond counsel (“Counsel’s Opinion”) that (i) such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or (ii) that compliance with some other requirement set forth in this Section 9.3 will satisfy the applicable requirements of the Code and the Regulations, in which case compliance with such other requirement specified in such Counsel’s Opinion shall constitute compliance with the corresponding requirement specified in this Section 9.3.

(b) No Private Use or Payment and No Private Loan Financing. The City shall certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “private activity bonds” within the meaning of section 141 of the Code and the Regulations. The City covenants and agrees that it will make such use of the proceeds of the Bonds, including interest or other investment income derived from Bond proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the bonds will not be “private activity bonds” within the meaning of section 141 of the Code and the Regulations promulgated thereunder.

(c) No Federal Guaranty. The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Bonds to be “federally guaranteed” within the meaning of section 149(b) of the Code and the Regulations, except as permitted by section 149(b)(3) of the Code and the Regulations.

(d) No Hedge Bonds. The City covenants and agrees not to take any action, or knowingly omit to take any action, that, if taken or omitted, respectively, would cause the Bonds to be “hedge bonds” within the meaning of section 149(g) of the Code and the Regulations.

(e) No-Arbitrage Covenant. The City covenants and agrees that it will make such use of the proceeds of the Bonds including interest or other investment income derived from Bond proceeds, regulate investments of proceeds of the Bonds, and take such other and further action as may be required so that the Bonds will not be “arbitrage bonds” within the meaning of section 148(a) of the Code and the applicable Regulations promulgated thereunder. Moreover, the City shall certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of section 148(a) of the Code and the applicable Regulations promulgated thereunder.

(f) Arbitrage Rebate. If the City does not qualify for an exception to the requirements of Section 148(f) of the Code, relating to the required rebate to the United States, the City will take all necessary steps to comply with the requirement that certain amounts earned by the City on the investment of the “gross proceeds” of the Bonds (within the meaning of section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the City will (i) maintain records regarding the investment of the gross proceeds of the Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Bonds separately from records of amounts on deposit in the funds and accounts of the City allocable to other bond issue of the City or moneys which do not represent gross proceeds of any bonds of the City, (ii) determine at such times as are required by the applicable Regulations, the amount earned from the investment of the gross proceeds of the Bonds which is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Bonds or on such other dates as may be permitted under the Regulations, all amounts required to be rebated to the federal government. Further, the City will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm’s length and had the yield on the issue not been relevant to either party.

(g) Information Reporting. The City covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and the applicable Regulations promulgated thereunder.

(h) Record Retention. The City will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Bonds until six years after the last Bond is redeemed, or such shorter period as authorized by subsequent guidance issued by the Department of Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either

as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the City to retrieve and reproduce such books and records in the event of an examination of the Bonds by the Internal Revenue Service.

(i) Registration. The Bonds will be issued in registered form.

(j) Continuing Obligation. Notwithstanding any other provision of this Ordinance, the City's obligations under the covenants and provisions of this Section 9.3 shall survive the defeasance and discharge of the Bonds.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.1. Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, which default materially and adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Owner to the City.

Section 10.2. Remedies for Default.

(a) Upon the happening of any Event of Default, then any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Bonds then outstanding.

Section 10.3. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter

existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XI

DISCHARGE

Section 11.1. Discharge.

The Bonds may be defeased, discharged or refunded in any manner permitted by applicable law.

ARTICLE XII

CONTINUING DISCLOSURE UNDERTAKING

Section 12.1. Annual Reports.

(a) The City shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the City, financial information and operating data with respect to the City of the general type included in the final Official Statement, being information described in Tables 1-12, including financial statements of the City if audited financial statements of the City are then available, and (2) if not provided as part such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles prescribed by the Generally Accepted Accounting Principles or such other accounting principles as the City may be required to employ, from time to time, by State law or regulation, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

(b) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific referenced to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 12.2. Disclosure Event Notices.

(a) The City shall notify the MSRB, in a timely manner not in excess of ten (10) Business Days after the occurrence of the event, of any of the following events with respect to the Bonds:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) Modifications to rights of holders of the Bonds, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the City;¹
- (xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an

¹ For the purposes of the event identified in (xii), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(xiv) Appointment of a successor Paying Agent/Registrar or change in the name of the Paying Agent/Registrar, if material.

(b) The City shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, notice of a failure by the City to provide required annual financial information and notices of material events in accordance with Sections 12.1 and 12.2. All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

Section 12.3. Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any redemption calls and any defeasances that cause the City to be no longer an “obligated person.”

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (B) an entity or individual person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.1 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in type of financial information or operating data so provided.

ARTICLE XIII

AMENDMENTS

Section 13.1. Amendments.

This Ordinance shall constitute a contract with the Owners, be binding on the City, and shall not be amended or repealed by the City so long as any Bond remains outstanding except as permitted in this Section. The City may, without consent of or notice to any Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of the Owners of the Bonds holding a majority in aggregate principal amount of the Bonds then outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Owners of outstanding Bonds, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Bonds, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (ii) give any preference to any Bond over any other Bond, or (iii) reduce the aggregate principal amount of Bonds required to be held by Owners for consent to any such amendment, addition, or rescission.

ARTICLE XIV

MISCELLANEOUS

Section 14.1. Changes to Ordinance.

The Mayor and Director of Finance, in consultation with Bond Counsel, is hereby authorized to make changes to the terms of this Ordinance if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Bonds by the Attorney General of Texas.

Section 14.2. Partial Invalidity.

If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of the Ordinance.

Section 14.3. No Personal Liability.

No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Ordinance, against any official or employee of the City or any person executing any Bonds.

ARTICLE XV

EFFECTIVE IMMEDIATELY

Section 15.1. Effective Immediately.

Notwithstanding the provisions of the City Charter, this Ordinance shall become effective immediately upon its adoption at this meeting pursuant to Section 1201.028, Texas Government Code.

PRESENTED, FINALLY PASSED AND APPROVED, AND EFFECTIVE on the 10th day of May, 2016, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

W. JEFF WILLIAMS, Mayor

ATTEST:

MARY SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

By: _____

*Signature Page to Ordinance Authorizing
Series 2016A Permanent Improvement Bonds*

ORDINANCE NO. 16-____

relating to

\$_____

CITY OF ARLINGTON, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATES OF OBLIGATION
SERIES 2016B

Dated: May 1, 2016

Adopted: May 10, 2016

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AN ORDINANCE PROVIDING FOR THE ISSUANCE OF
\$ _____ CITY OF ARLINGTON, TEXAS,
COMBINATION TAX AND REVENUE CERTIFICATES OF
OBLIGATION, SERIES 2016B; LEVYING A TAX IN
PAYMENT THEREOF; PRESCRIBING THE FORM OF SAID
CERTIFICATES; APPROVING AND AWARDED THE SALE
OF THE CERTIFICATES; AUTHORIZING THE EXECUTION
AND DELIVERY OF A PAYING AGENT/REGISTRAR
AGREEMENT; APPROVING THE OFFICIAL STATEMENT;
AND ENACTING PROVISIONS INCIDENT AND RELATING
TO THE SUBJECT AND PURPOSES OF THIS ORDINANCE

WHEREAS, under the provisions of Subchapter C, Chapter 271, Texas Local Government Code, as amended, the City of Arlington, Texas (the "City"), is authorized to issue certificates of obligation for the purposes specified in this Ordinance and for the payment of all or a portion of the contractual obligations for professional services, including that of engineers, attorneys, and financial advisors in connection therewith, and to sell the same for cash as herein provided; and

WHEREAS, the City is authorized to provide that such obligations will be payable from and secured by the levy of a direct and continuing ad valorem tax against all taxable property within the City, in combination with all or a part of certain revenues of the City's combined water and wastewater system (the "System") remaining after payment of any obligations of the City payable in whole or in part from a lien or pledge of such revenues that would be superior to the obligations to be authorized herein as authorized by Chapter 1502, Texas Government Code; and

WHEREAS, the City Council has found and determined that it is necessary and in the best interests of the City and its citizens that it issue such certificates of obligation authorized by this Ordinance; and

WHEREAS, pursuant to a resolution heretofore passed by this governing body, notice of intention to issue certificates of obligation of the City payable as provided in this Ordinance was published in a newspaper of general circulation in the City in accordance with the laws of the State of Texas, such certificates of obligation to be issued for the purpose of paying contractual obligations to be incurred for the purposes set forth in Section 3.1 hereof; and

WHEREAS, no petition of any kind has been filed with the City Secretary, any member of the City Council or any other official of the City, protesting the issuance of such certificates of obligation; and

WHEREAS, this City Council is now authorized and empowered to proceed with the issuance of said certificates of obligation and to sell the same for cash; and

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

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.1. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

“Certificate” means any of the Certificates.

“Certificate Date” means the date designated as the initial date of the Certificates by Section 3.2(a) of this Ordinance.

“Certificates” means the certificates of obligation authorized to be issued by Section 3.1 of this Ordinance and designated as “City of Arlington, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2016B.”

“City” means the City of Arlington, Texas.

“Closing Date” means the date of the initial delivery of and payment for the Certificates.

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

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named in this Ordinance, the Designated Payment/Transfer Office as designated in the Paying Agent/Registrar Agreement, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the District and such successor.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” shall mean brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“EMMA” means the Electronic Municipal Market Access system.

“Event of Default” means any event of default as defined in Section 10.1 of this Ordinance.

“Fiscal Year” means such fiscal year as shall from time to time be set by the City Council.

“Initial Certificate” means the initial certificate authorized by Section 3.4 of this Ordinance.

“Interest and Sinking Fund” means the interest and sinking fund established by Section 2.2 of this Ordinance.

“Interest Payment Date” means the date or dates upon which interest on the Certificates is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 15 and August 15 of each year, commencing February 15, 2017.

“MSRB” means the Municipal Securities Rulemaking Board.

“Net Revenues” means the gross revenues of the System less the expenses of operation and maintenance as said expenses are defined by Chapter 1502, Texas Government Code, as amended.

“Owner” means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

“Paying Agent/Registrar” means initially The Bank of New York Mellon Trust Company, N.A., or any successor thereto as provided in this Ordinance.

“Prior Lien Bonds” means any and all bonds or other obligations of the City presently outstanding or that may be hereafter issued, payable from and secured by a first lien on and pledge of the Net Revenues or by a lien on and pledge of the Net Revenues subordinate to a first lien and pledge of such Net Revenues but superior to the lien and pledge of the Surplus Revenues made for the Certificates.

“Project” means the purposes for which the Certificates are issued as set forth in Section 3.1.

“Purchaser” means the initial purchaser of the Certificates set forth in Section 7.1.

“Record Date” means the last business day of the month next preceding an Interest Payment Date.

“Register” means the Register specified in Section 3.6(a) of this Ordinance.

“Representations Letter” means the Blanket Letter of Representations between the City and DTC.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“Surplus Revenues” means the revenues of the System in an amount equal to \$1,000 remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with the City’s Prior Lien Bonds.

“Surplus Revenue Fund” means the surplus revenue fund established by Section 2.3 of this Ordinance.

“System” as used in this Ordinance means the City’s combined water and wastewater system, including all present and future additions, extensions, replacements, and improvements thereto.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of principal of, redemption premium, if any, or interest on the Certificates as the same come due and payable or money set aside for the payment of Certificates duly called for redemption prior to maturity.

Section 1.2. Findings.

The declarations, determinations, and findings declared, made, and found in the preamble to this Ordinance are hereby adopted, restated, and made a part of the operative provisions hereof.

Section 1.3. Table of Contents, Titles, and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

ARTICLE II

SECURITY FOR THE CERTIFICATES; INTEREST AND SINKING FUND

Section 2.1. Payment of the Certificates.

(a) Pursuant to the authority granted by the Texas Constitution and laws of the State of Texas, there shall be levied and there is hereby levied for the current year and for each succeeding year thereafter while any of the Certificates or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the City, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Certificates, being (i) the interest on the Certificates, and (ii) a sinking fund for their

redemption at maturity or a sinking fund of two percent per annum (whichever amount is the greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the City most recently approved in accordance with law, and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Certificates when and as due and payable in accordance with their terms and this Ordinance.

(d) The amount of taxes to be provided annually for the payment of principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(i) The City's annual budget shall reflect (a) the amount of debt service requirements to become due on the Certificates in the next succeeding Fiscal Year of the City, (b) the amount on deposit in the Surplus Revenue Fund and the Interest and Sinking Fund, as of the date such budget is prepared (after giving effect to any payments required to be made during the remainder of the then current Fiscal Year), and (c) the amount of Surplus Revenues estimated and budgeted to be available for the payment of such debt service requirements on the Certificates during the next succeeding Fiscal Year of the City.

(ii) The amount required to be provided in the succeeding Fiscal Year of the City from ad valorem taxes shall be the amount, if any, the debt service requirements to be paid on the Certificates in the next succeeding Fiscal Year of the City exceeds the sum of (a) the amount shown to be on deposit in the Surplus Revenue Fund and the Interest and Sinking Fund (after giving effect to any payments required to be made during the remainder of the then current Fiscal Year) at the time the annual budget is prepared, and (b) the Surplus Revenues shown to be budgeted and available for payment of said debt service requirements.

(iii) Following the final approval of the annual budget of the City, the governing body of the City shall, by ordinance, levy an ad valorem tax at a rate sufficient to produce taxes in the amount determined in paragraph (ii) above, to be utilized for purposes of paying the principal of and interest on the Certificates in the next succeeding Fiscal Year of the City.

(e) The City hereby covenants and agrees that the Surplus Revenues are hereby irrevocably pledged equally and ratably to the payment of the principal of, redemption premium, if any, and interest on the Certificates, as the same become due.

Section 2.2. Interest and Sinking Fund.

(a) The City hereby establishes a special fund or account to be designated the "City of Arlington, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2016B,

Interest and Sinking Fund” (the “Interest and Sinking Fund”) said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in or required by this Ordinance to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on and principal of the Certificates when and as due and payable in accordance with their terms and this Ordinance.

Section 2.3. Surplus Revenue Fund.

The City hereby establishes a special fund or account to be designated the “City of Arlington, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2016B, Surplus Revenue Fund” (the “Surplus Revenue Fund”) said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City, and shall in no event be diverted or drawn upon for any purpose other than those herein provided. All Surplus Revenues shall be paid over and deposited into the Surplus Revenue Fund. The Surplus Revenues shall be appropriated and employed in the following order:

(a) First: For deposit to the Interest and Sinking Fund to provide for the payment of the debt service requirements of the Certificates in accordance with the terms and conditions of this Ordinance; and

(b) Second: After all the requirements of subparagraph (a) above have been provided for, whether by the collection of an ad valorem tax levied in this Ordinance or by the use of the pledged Surplus Revenues, the Surplus Revenues may be used for any lawful purpose.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS
REGARDING THE CERTIFICATES

Section 3.1. Authorization.

The City’s certificates of obligation to be designated “City of Arlington, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2016B” (the “Certificates”), are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, specifically Subchapter C, Chapter 271, Texas Local Government Code, as amended, and Article XIII, Section 1 of the City’s Home-Rule Charter. The Certificates shall be issued in the aggregate principal amount of \$_____ for the purpose of paying contractual obligations to be incurred for the following purposes, to wit: (i) acquiring, developing, renovating and improving park and recreation facilities and open spaces for park and recreation purposes in and for the City, including municipal golf course facilities and including the acquisition of land therefor; (ii) designing, developing, constructing, improving and equipping the City’s solid waste facilities, including the City’s landfills ((i) and (ii) together, the “Project”); and (iii) to pay for professional services of attorneys, financial advisors and other professionals in connection with the Project and the issuance of the Certificates.

Section 3.2. Date, Denomination, Maturities, and Interest.

(a) The Certificates shall be dated May 1, 2016. The Certificates shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof and shall be numbered separately from one upward, except the Initial Certificate, which shall be numbered T-1.

(b) The Certificates shall mature on August 15 in the years and in the principal amounts set forth in the following schedule:

<u>\$ _____ Serial Certificates</u>					
<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2017			2027		
2018			2028		
2019			2029		
2020			2030		
2021			2031		
2022			2032		
2023			2033		
2024			2034		
2025			2035		
2026			2036		

<u>\$ _____ Term Certificates</u>		
<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
20__	\$ _____	_____%

(c) Interest shall accrue and be paid on each Certificate respectively until its maturity or prior redemption from the later of the date of their delivery to the Purchaser (the “Delivery Date”) or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable semiannually on February 15 and August 15 of each year, commencing on February 15, 2017, computed on the basis of a 360-day year of twelve 30-day months.

Section 3.3. Medium, Method, and Place of Payment.

(a) The principal of, redemption premium, if any, and interest on the Certificates shall be paid in lawful money of the United States of America.

(b) Interest on the Certificates shall be payable to the Owners as shown in the Register at the close of business on the Record Date.

(c) Interest shall be paid by check, dated as of the Interest Payment Date, and sent first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner, at the address thereof as it appears in the Register, or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, that the Owner shall bear all risk and expense of such alternative banking arrangement. At the option of an Owner of at least \$1,000,000 principal amount of the Certificates, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar.

(d) The principal of each Certificate shall be paid to the Owner thereof on the due date, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in Section 3.2 of this Ordinance.

(f) Unclaimed Payments shall be segregated in a special escrow account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owners of the Certificates to which the Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code. Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be applied to the next payment on the Certificates thereafter coming due; to the extent any such moneys remain three years after the retirement of all outstanding Certificates, such moneys shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar, nor any other person shall be liable or responsible to any Owners of such Certificates for any further payment of such unclaimed moneys or on account of any such Certificates, subject to Title 6 of the Texas Property Code.

Section 3.4. Execution and Registration of Certificates.

(a) The Certificates shall be executed on behalf of the City by the Mayor and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which Certificate shall be evidence that the Certificate has been duly approved by the Attorney General of the State of Texas, that it is a valid and binding obligation of the City, and that it has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one initial Certificate representing the entire principal amount of all Certificates, payable in stated installments to the Purchaser, or its designee, executed by the Mayor and City Secretary of the City, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchaser or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver a single registered, definitive Certificate for each maturity, in the aggregate principal amount thereof, to DTC on behalf of the Purchaser. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Certificates in safekeeping for DTC.

Section 3.5. Ownership.

(a) The City, the Paying Agent/Registrar, and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificate for the purpose of making and receiving payment as herein provided (except interest shall be paid to the person in whose name such Certificate is registered on the Record Date), and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Certificate shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.6. Registration, Transfer, and Exchange.

(a) So long as any Certificates remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Ordinance.

(b) The ownership of a Certificate may be transferred only upon the presentation and surrender of the Certificate at the Designated Payment/Transfer Office of the Paying

Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Certificate shall be effective until entered in the Register.

(c) The Certificates shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Certificate or Certificates of the same maturity and interest rate and in a denomination or denominations of any integral multiple of \$5,000, and in an aggregate principal amount equal to the unpaid principal amount of the Certificates presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Certificates exchanged for other Certificates in accordance with this Section.

(d) Each exchange Certificate delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such exchange Certificate is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Certificates. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Certificate.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Certificate called for redemption, in whole or in part, where such redemption is scheduled to occur within forty-five (45) calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Certificate.

Section 3.7. Cancellation.

All Certificates paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall then return such cancelled Certificates to the City or may in accordance with law destroy such cancelled Certificates and periodically furnish the City with certificates of destruction of such Certificates.

Section 3.8. Temporary Certificates.

(a) Following the delivery and registration of the Initial Certificate and pending the preparation of definitive Certificates, the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Certificates that are printed, lithographed, typewritten, mimeographed, or otherwise produced, in any denomination, substantially of the tenor of the definitive Certificates in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions, and

other variations as the officers of the City executing such temporary Certificates may determine, as evidenced by their signing of such temporary Certificates.

(b) Until exchanged for Certificates in definitive form, such Certificates in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar; thereupon, upon the presentation and surrender of the Certificate or Certificates in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a Certificate or Certificates of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Certificate or Certificates in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.9. Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction, or theft of such Certificate;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar, and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security

or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed, or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate when it becomes due and payable.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section 3.10. Book-Entry-Only System.

(a) Notwithstanding any other provision hereof, upon initial issuance of the Certificates, the Certificates shall be registered in the name of Cede & Co., as nominee of DTC. The definitive Certificates shall be initially issued in the form of a single separate certificate for each of the maturities thereof.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest on Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Owners as shown in the Register, as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) The Representations Letter previously executed and delivered by the City, and applicable to the City's obligations delivered in book-entry-only form to DTC as securities depository, is hereby ratified and approved for the Certificates.

Section 3.11. Successor Securities Depository; Transfer Outside Book-Entry-Only System.

In the event that the City determines that it is in the best interest of the City and the beneficial owners of the Certificates that they be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Certificates and cause the Paying Agent/Registrar to transfer one or more separate registered Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 3.12. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as the Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificates, and all notices with respect to such Certificates shall be made and given, respectively, in the manner provided in the Representations Letter of the City to DTC.

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Certificates shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.2. Optional Redemption.

(a) The City reserves the option to redeem Certificates having stated maturities on and after August 15, 2027, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof, on August 15, 2026, or any date thereafter at a price of par value thereof plus accrued interest to the date of redemption.

(b) The City, at least forty-five (45) days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying

Agent/Registrar of such redemption date and of the principal amount of Certificates to be redeemed.

Section 4.3. Mandatory Sinking Fund Redemption.

(a) The Certificates maturing on August 15, 20__ (the "Term Certificates") are subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Interest and Sinking Fund, on the dates and in the respective principal amounts as set forth below.

<u>\$ Term Certificates Maturing August 15, 20__</u>	
<u>Redemption Date</u>	<u>Redemption Amount</u>
August 15, 20__	
August 15, 20__*	
*maturity	

(b) At least forty-five (45) days prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Certificates equal to the aggregate principal amount of such Term Certificates to be redeemed, shall call such Term Certificates for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.5.

(c) The principal amount of the Term Certificates required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.3 shall be reduced, at the option of the City, by the principal amount of any Term Certificates which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.4. Partial Redemption.

(a) If less than all of the Certificates are to be redeemed pursuant to Section 4.2 hereof, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Certificates, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(b) A portion of a single Certificate of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Certificate is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Certificate as though it were a single Certificate for purposes of selection for redemption.

(c) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.6 of this Ordinance, shall authenticate and deliver an exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered, such exchange being without charge.

(d) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Certificate as to which only a portion thereof is to be redeemed.

Section 4.5. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Certificates by sending notice by first class United States mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Certificate (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the business day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Certificates are to be surrendered for payment, and, if less than all the Certificates outstanding are to be redeemed, an identification of the Certificates or portions thereof to be redeemed.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.6. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Certificates to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Certificates being redeemed.

(b) Upon presentation and surrender of any Certificate called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Certificate to the date of redemption from the money set aside for such purpose.

Section 4.7. Conditional Notice of Redemption.

The City reserves the right, in the case of an optional redemption pursuant to Section 4.2 herein, to give notice of its election or direction to redeem Certificates conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may

be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption and such redemption has been rescinded shall remain Outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

Section 4.8. Lapse of Payment.

Money set aside for the redemption of the Certificates and remaining unclaimed by Owners thereof shall be subject to the provisions of Section 3.3(f) hereof.

Section 4.9. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.5 of this Ordinance, the Certificates or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in its obligation to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Certificates or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Certificates are presented and surrendered for payment on such date.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until due provision is made for the payment of same by the City.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.1. Appointment of Initial Paying Agent/Registrar.

The Bank of New York Mellon Trust Company, N.A. is hereby appointed as the initial Paying Agent/Registrar for the Certificates.

Section 5.2. Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Certificates.

Section 5.3. Maintaining Paying Agent/Registrar.

(a) At all times while any of the Certificates are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.2 of this Ordinance. The Mayor is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar in substantially the form presented at this meeting, such form of agreement being hereby approved. The signature of the Mayor shall be attested by the City Secretary of the City.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.4. Termination.

The City, upon not less than sixty (60) days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.5. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address thereof in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.6. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.7. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.1. Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Certificates, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other

variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) Any portion of the text of any Certificates may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Certificates.

(c) The definitive Certificates, if any, shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

(d) The Initial Certificate submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.2. Form of the Certificates.

The form of the Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Certificates, shall be substantially as follows:

(a) Form of Certificate.

REGISTERED

REGISTERED

No. _____

\$ _____

United States of America
State of Texas
County of Tarrant
CITY OF ARLINGTON, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2016B

INTEREST RATE: MATURITY DATE: DELIVERY DATE: CUSIP NUMBER:

_____ % August 15, _____ May 24, 2016 _____

The City of Arlington (the "City"), in the County of Tarrant, State of Texas, for value received, hereby promises to pay to

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

and to pay interest on such principal amount from the later of the Delivery Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on February 15 and August 15 of each year, commencing February 15, 2017.

The principal of this Certificate shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Certificate at the corporate trust office in Dallas, Texas (the "Designated Payment/Transfer Office"), of The Bank of New York Mellon Trust Company, N.A., or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Certificate is payable by check dated as of the interest payment date, and will be mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the registered owner; provided, however, such registered owner shall bear all risk and expenses of such customary banking arrangement. At the option of an Owner of at least \$1,000,000 principal amount of the Certificates, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar. For the purpose of the payment of interest on this Certificate, the registered owner shall be the

person in whose name this Certificate is registered at the close of business on the “Record Date,” which shall be the last business day of the month next preceding such interest payment date.

If the date for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Certificate is one of a series of fully registered certificates dated May 1, 2016 specified in the title hereof issued in the aggregate principal amount of \$_____ (herein referred to as the “Certificates”), issued pursuant to a certain ordinance of the City (the “Ordinance”) for the purpose of paying contractual obligations to be incurred for authorized public improvements (collectively, the “Project”), as described in the Ordinance, and to pay the contractual obligations for professional services of attorneys, financial advisors and other professionals in connection with the Project and the issuance of the Certificates.

The City has reserved the option to redeem the Certificates maturing on or after August 15, 2027, in whole or in part before their respective scheduled maturity dates, on August 15, 2026, or on any date thereafter, at a price equal to the principal amount of the Certificates so called for redemption plus accrued interest to the date fixed for redemption. If less than all of the Certificates are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Certificates, or portions thereof, within such maturity and in such principal amounts, for redemption.

The Certificates maturing August 15, 20__ (the “Term Certificates”) are subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Interest and Sinking Fund, on the dates and in the respective principal amounts as set forth below.

\$ _____ Term Certificates Maturing August 15, 20

Redemption Date

Redemption Amount

August 15, 20__

August 15, 20__*

*maturity

At least forty-five (45) days prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Certificates equal to the aggregate principal amount of such Term Certificates to be redeemed, shall call such Term Certificates for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in the Ordinance.

In lieu of calling the Term Certificates described above, for mandatory redemption, the City reserves the right to purchase such Term Certificates at a price not exceeding the principal amount thereof, plus accrued interest, with (a) moneys on deposit in the Interest and Sinking Fund which are available for the mandatory redemption of such Term Certificates or (b) other lawfully available funds.

Upon any such purchase in lieu of redemption, not less than five (5) days prior to a mandatory redemption date, the City shall deliver such Term Certificates to the Paying Agent/Registrar prior to the selection of the Term Certificates for redemption and the principal amount so delivered shall be credited against the amount required to be called for redemption in that year.

Notice of such redemption or redemptions shall be given by first class mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the registered owner of each of the Certificates to be redeemed in whole or in part. Notice having been so given, the Certificates or portions thereof designated for redemption shall become due and payable on the redemption date specified in such notice; from and after such date, notwithstanding that any of the Certificates or portions thereof so called for redemption shall not have been surrendered for payment, interest on such Certificates or portions thereof shall cease to accrue.

The City reserves the right to give notice of its election or direction to redeem Certificates conditioned upon the occurrence of subsequent events. Such notice may state a) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or b) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption and such redemption has been rescinded shall remain Outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Certificate is transferable upon surrender of this Certificate for transfer at the designated office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Certificates of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Certificate called for redemption where such redemption is scheduled to occur within forty five (45) calendar days of the transfer or exchange date; provided, however, such

limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Certificate.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Certificate is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Certificate is registered on the Record Date) and for all other purposes, whether or not this Certificate be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Certificate and the series of which it is a part is duly authorized by law; that all acts, conditions, and things to be done precedent to and in the issuance of the Certificates have been properly done and performed and have happened in regular and due time, form, and manner as required by law; that ad valorem taxes upon all taxable property in the City have been levied for and pledged to the payment of the debt service requirements of the Certificates within the limit prescribed by law; that, in addition to said taxes, further provisions have been made for the payment of the debt service requirements of the Certificates by pledging to such purpose Surplus Revenues, as defined in the Ordinance, derived by the City from the operation of the combined water and wastewater system in an amount limited to \$1,000; that when so collected, such taxes and Surplus Revenues shall be appropriated to such purposes; and that the total indebtedness of the City, including the Certificates, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Certificate to be executed by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed or placed in facsimile on this Certificate.

City Secretary, City of Arlington, Texas
[SEAL]

Mayor, City of Arlington, Texas

(b) Form of Comptroller's Registration Certificate. The following Comptroller's Registration Certificate may be deleted from the definitive Certificates if such certificate on the Initial Certificate is fully executed.

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
OF THE STATE OF TEXAS §

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Certificate has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation of the City of Arlington, Texas; and that this Certificate has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _____.

Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Certificate of this series of certificates of obligation was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Certificates referred to in the within-mentioned Ordinance.

THE BANK OF NEW YORK
MELLON TRUST COMPANY, N.A.,
as Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee): _____

(Social Security or other identifying number: _____) the within Certificate and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By: _____

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) The Initial Certificate shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Certificate the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As shown below"; and

(ii) in the first paragraph of the Certificate, the words "on the maturity date specified above" shall be deleted and the following will be inserted: "on August 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years Principal Installments Interest Rate

(Information to be inserted from schedule in Section 3.2 of the Ordinance)

Section 6.3. CUSIP Registration.

The City may secure identification numbers through the CUSIP Services Bureau managed by S&P Capital IQ on behalf of the American Bankers Association, and may authorize the printing of such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Certificates shall be of no significance or

effect in regard to the legality thereof and neither the City nor the attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Certificates.

Section 6.4. Legal Opinion.

The approving legal opinion of Bracewell LLP, Bond Counsel, may be attached to or printed on the reverse side of each Certificate over the certification of the City Secretary of the City, which may be executed in facsimile.

Section 6.5. Bond Insurance.

Information pertaining to bond insurance, if any, may be printed on each Certificate.

ARTICLE VII

SALE AND DELIVERY OF CERTIFICATES; DEPOSIT OF PROCEEDS

Section 7.1. Sale of Certificates; Official Statement.

(a) The Certificates, having been duly advertised and offered for sale at competitive bid, are hereby officially sold and awarded to _____ (the "Purchaser") for a purchase price equal to the principal amount thereof, plus a cash premium of \$_____, being the bid which produced the lowest true interest cost to the City. The Initial Certificate shall be registered in the name of the Purchaser or its designee.

(b) The form and substance of the Preliminary Official Statement, and any addenda, supplement or amendment thereto, are hereby in all respects approved and adopted and is hereby deemed final as of its date within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The final Official Statement (the "Official Statement") presented to and considered at this meeting is hereby in all respects approved and adopted and the Mayor and the City Secretary of the City are hereby authorized and directed to execute the same and deliver appropriate numbers of executed copies thereof to the Purchaser. The Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the Mayor of the City and the Purchaser, may be used by the Purchaser in the public offering and sale thereof. The City Secretary is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Official Statement as supplemented, and the preliminary public offering of the Certificates by the Purchaser, is hereby ratified, approved and confirmed.

(c) All officers of the City are authorized to execute such documents, certificates and receipts as they may deem appropriate in order to consummate the delivery of the Certificates in accordance with the terms of sale therefor. Further, in connection with the submission of the record of proceedings for the Certificates to the Attorney General of the State of Texas for examination and approval of such Certificates, the appropriate officer of the City is hereby authorized and directed to issue a check of the City payable to the Attorney General of the State

of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount to be the lesser of (i) 1/10th of 1% of the principal amount of the Certificates or (ii) \$9,500).

(d) The obligation of the Purchaser to accept delivery of the Certificates is subject to the Underwriters being furnished with the final, approving opinion of Bracewell & Giuliani LLP, bond counsel for the City, which opinion shall be dated and delivered on the Closing Date.

Section 7.2. Control and Delivery of Certificates.

(a) The Mayor of the City is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Certificates shall be made to the Representative under and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor or City Secretary is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem and the Assistant City Secretary, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tem and the Assistant City Secretary shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor and City Secretary, respectively.

Section 7.3. Deposit of Proceeds.

All amounts received on the Closing Date shall be deposited to a special account of the City, such moneys to be dedicated and used solely for the purposes for which the Certificates are being issued as herein provided.

ARTICLE VIII

INVESTMENTS

Section 8.1. Investments.

(a) Money in the Interest and Sinking Fund or the Surplus Revenue Fund created by this Ordinance, at the option of the City, may be invested in such securities or obligations as permitted under applicable law.

(b) Any securities or obligations in which such money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.2. Investment Income.

(a) Interest and income derived from investment of the Interest and Sinking Fund and the Surplus Revenue Fund shall be credited to their respective funds.

(b) Interest and income derived from investment of the funds to be deposited pursuant to Section 7.3(b) hereof shall be credited to the account where deposited until the acquisition or construction of said projects is completed and thereafter, to the extent such interest and income are present, such interest and income shall be deposited to the Interest and Sinking Fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.1. Payment of the Certificates.

On or before each Interest Payment Date while any of the Certificates are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such interest on and principal of, redemption premium, if any, and interest on the Certificates as will accrue or mature on the applicable Interest Payment Date or date of prior redemption.

Section 9.2. Other Representations and Covenants.

(a) The City will faithfully perform, at all times, any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the City will promptly pay or cause to be paid the principal of, redemption premium, if any, and interest on each Certificate on the dates and at the places and manner prescribed in such Certificate; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Certificates; all action on its part for the creation and issuance of the Certificates has been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 9.3. Provisions Concerning Federal Income Tax Exclusion.

(a) General. The City intends that the interest on the Certificates shall be excludable from gross income for purposes of federal income taxation pursuant to sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations promulgated thereunder (the "Regulations"). The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would cause the interest on the Certificates to be includable in the gross income, as defined in section 61 of the Code, of the holders thereof for purposes of federal income taxation. In particular, the City covenants and agrees to comply with each requirement of this Section 9.3; provided, however, that the City shall not be required to comply with any particular requirement of Sections 9.3 through 9.13, inclusive; if the City has received an opinion of nationally

recognized bond counsel (“Counsel’s Opinion”) that such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Certificates or if the City has received a Counsel’s Opinion to the effect that compliance with some other requirement set forth in this Section 9.3 will satisfy the applicable requirements of the Code, in which case compliance with such other requirement specified in such Counsel’s Opinion shall constitute compliance with the corresponding requirement specified in this Section 9.3.

(b) No Private Use or Payment and No Private Loan Financing. The City shall certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Certificates are delivered, the proceeds of the Certificates will not be used in a manner that would cause the Certificates to be “private activity bonds” within the meaning of section 141 of the Code and the Regulations. The City covenants and agrees that it will make such use of the proceeds of the Certificates, including interest or other investment income derived from Certificate proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the bonds will not be “private activity bonds” within the meaning of section 141 of the Code and the Regulations.

(c) No Federal Guaranty. The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Certificates to be “federally guaranteed” within the meaning of section 149(b) of the Code and the Regulations, except as permitted by section 149(b)(3) of the Code and the Regulations.

(d) Certificates Are Not Hedge Bonds. The City covenants and agrees not to take any action, or knowingly omit to take any action, and has not knowingly omitted and will not knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Certificates to be “hedge bonds” within the meaning of section 149(g) of the Code and the Regulations.

(e) No-Arbitrage Covenant. The City shall certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Certificates are delivered, the City will reasonably expect that the proceeds of the Certificates will not be used in a manner that would cause the Certificates to be “arbitrage bonds” within the meaning of section 148(a) of the Code and the Regulations. Moreover, the City covenants and agrees that it will make such use of the proceeds of the Certificates including interest or other investment income derived from Certificate proceeds, regulate investments of proceeds of the Certificates, and take such other and further action as may be required so that the Certificates will not be “arbitrage bonds” within the meaning of section 148(a) of the Code and the Regulations.

(f) Arbitrage Rebate. If the City does not qualify for an exception to the requirements of Section 148(f) of the Code, the City will take all necessary steps to comply with the requirement that certain amounts earned by the City on the investment of the “gross proceeds” of the Certificates (within the meaning of section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the City will (i) maintain records regarding the

investment of the gross proceeds of the Certificates as may be required to calculate the amount earned on the investment of the gross proceeds of the Certificates separately from records of amounts on deposit in the funds and accounts of the City allocable to other bond issues of the City or moneys which do not represent gross proceeds of any Certificates of the City, (ii) calculate at such times as are required by the Regulations, the amount earned from the investment of the gross proceeds of the Certificates which is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Certificates or on such other dates as may be permitted under the Regulations, all amounts required to be rebated to the federal government. Further, the City will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Certificates that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

(g) Information Reporting. The City covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Certificates are issued, an information statement concerning the Certificates, all under and in accordance with section 149(e) of the Code and the Regulations.

(h) Record Retention. The City will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Certificates until six years after the last Certificate is redeemed, or such shorter period as authorized by subsequent guidance issued by the Department of Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the City to retrieve and reproduce such books and records in the event of an examination of the Certificates by the Internal Revenue Service.

(i) Registration. The Certificates will be issued in registered form.

(j) Continuing Obligation. Notwithstanding any other provision of this Ordinance, the City's obligations under the covenants and provisions of this Section 9.3 shall survive the defeasance and discharge of the Certificates.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.1. Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of, redemption premium, if any, or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement, or obligation of the City, which default materially and adversely affects the rights of the Owners, including but not limited to their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Owner to the City.

Section 10.2. Remedies for Default.

(a) Upon the happening of any Event of Default, then any Owner or an authorized representative thereof, including but not limited to a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance by mandamus or other suit, action or special proceeding in equity or at law in any court of competent jurisdiction for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Certificates then outstanding.

Section 10.3. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XI

DISCHARGE

Section 11.1. Discharge.

The Certificates may be defeased, discharged or refunded in any manner permitted by applicable law.

ARTICLE XII

MISCELLANEOUS

Section 12.1. Changes to Ordinance.

The Mayor and City Manager, in consultation with Bond Counsel, is hereby authorized to make changes to the terms of this Ordinance if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Certificates by the Attorney General of Texas.

Section 12.2. Partial Invalidity.

If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of the Ordinance.

Section 12.3. No Personal Liability.

No recourse shall be had for payment of the principal of or interest on any Certificates or for any claim based thereon, or on this Ordinance, against any official or employee of the City or any person executing any Certificates.

ARTICLE XIII

CONTINUING DISCLOSURE UNDERTAKING

Section 13.1. Annual Reports.

(a) The City shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the City, financial information and operating data with respect to the City of the general type included in the final Official Statement, being information described in Tables 1-12, including financial statements of the City if audited financial statements of the City are then available, and (2) if not provided as part such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles prescribed by the Generally Accepted Accounting Principles or such other accounting principles as the City may be required to employ, from time to time, by State law or regulation, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

(b) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific referenced to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 13.2. Notice of Disclosure Events.

(a) The City shall notify the MSRB, in a timely manner not in excess of ten (10) Business Days after the occurrence of the event, of any of the following events with respect to the Bonds:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) Modifications to rights of holders of the Bonds, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the City;¹

¹ For the purposes of the event identified in (xii), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of

(xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(xiv) Appointment of a successor Paying Agent/Registrar or change in the name of the Paying Agent/Registrar, if material.

(b) The City shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, notice of a failure by the City to provide required annual financial information and notices of material events in accordance with Sections 13.1 and 13.2. All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

Section 13.3. Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any Bond calls and any defeasances that cause the City to be no longer an “obligated person.”

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(c) No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (B) an entity or individual person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.1 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in type of financial information or operating data so provided.

ARTICLE XIV

AMENDMENTS

Section 14.1. Amendments.

This Ordinance shall constitute a contract with the Owners, be binding on the City, and shall not be amended or repealed by the City so long as any Certificate remains outstanding except as permitted in this Section. The City may, without consent of or notice to any Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of the Owners of the Certificates holding a majority in aggregate principal amount of the Certificates then outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Owners of outstanding Certificates, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Certificates, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Certificates, (ii) give any preference to any Certificate over any other Certificate, or (iii) reduce the aggregate principal amount of Certificates required to be held by Owners for consent to any such amendment, addition, or rescission.

ARTICLE XV

EFFECTIVE IMMEDIATELY

Section 15.1. Effective Immediately.

Notwithstanding the provisions of the City Charter, this Ordinance shall become effective immediately upon its adoption at this meeting pursuant to Section 1201.028, Texas Government Code.

ARTICLE XVI

MISCELLANEOUS

Section 16.1. Changes to Ordinance.

The Mayor and Director of Finance, in consultation with Bond Counsel, is hereby authorized to make changes to the terms of this Ordinance if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Bonds by the Attorney General of Texas.

Section 16.2. Partial Invalidity.

If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of the Ordinance.

Section 16.3. No Personal Liability.

No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Ordinance, against any official or employee of the City or any person executing any Bonds.

PRESENTED, FINALLY PASSED AND APPROVED, AND EFFECTIVE on the 10th day of May, 2016, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

W. JEFF WILLIAMS, Mayor

ATTEST:

MARY SUPINO, City Secretary

APPROVED AS TO FORM:

By: _____
TERIS SOLIS, City Attorney

NEW ISSUE – Book-Entry-Only

Ratings:
 Moody's: "Aa1"
 S&P: "AAA"
 Fitch: ["AAA"]
 (See "OTHER RELEVANT INFORMATION – Ratings")

In the opinion of Bond Counsel, under existing law, interest on the Bonds is excludable from gross income for federal income tax purposes and the Bonds are not "private activity bonds." See "Tax Matters" for a discussion of the opinion of Bond Counsel, including a description of alternative minimum tax consequences for corporations.

THE BONDS WILL NOT BE DESIGNATED AS "QUALIFIED TAX-EXEMPT OBLIGATIONS" FOR FINANCIAL INSTITUTIONS.

\$36,150,000*
CITY OF ARLINGTON, TEXAS
(Tarrant County, Texas)
Permanent Improvement Bonds, Series 2016A

Dated: May 1, 2016

Due: August 15, as shown below

Interest to accrue from date of delivery.

The \$36,150,000* City of Arlington, Texas, Permanent Improvement Bonds, Series 2016A (the "Bonds") will be issued in fully registered form without coupons and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Bonds. Individual purchases will be made in book-entry form only, in principal amounts of \$5,000 or multiples thereof. Purchasers will not receive certificates representing their interest in the Bonds purchased. Interest on the Bonds will accrue from the date of their delivery to the Initial Purchasers (the "Delivery Date") and will be payable on February 15 and August 15 of each year, commencing February 15, 2017.

MATURITY SCHEDULE*

(August 15)				(August 15)					
Maturity	Amount	Rate	Yield	CUSIP⁽¹⁾	Maturity	Amount	Rate	Yield	CUSIP⁽¹⁾
2017	\$ 1,810,000				2027	\$ 1,805,000			
2018	1,810,000				2028	1,805,000			
2019	1,810,000				2029	1,805,000			
2020	1,810,000				2030	1,805,000			
2021	1,810,000				2031	1,805,000			
2022	1,810,000				2032	1,805,000			
2023	1,810,000				2033	1,805,000			
2024	1,810,000				2034	1,805,000			
2025	1,810,000				2035	1,805,000			
2026	1,810,000				2036	1,805,000			

⁽¹⁾ CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by S&P Capital IQ on behalf of the American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. Neither the City, the Financial Advisor, nor the Purchasers are responsible for the selection or correctness of the CUSIP numbers set forth herein.

This cover page contains information for quick reference only. It is *not* a summary of this issue. Investors must read the entire official statement to obtain information essential to the making of an informed investment decision.

Separate Issues. The Bonds are being offered by the City concurrently with the "City of Arlington, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2016B" (the "Certificates"). The Bonds and the Certificates are being offered under a common Official Statement and are hereinafter sometimes referred to collectively as the "Obligations." The Bonds and Certificates are separate and distinct securities offerings being issued and sold independently. While the Bonds and Certificates share certain common attributes, each issue is separate from the others and should be reviewed and analyzed independently, including the type of obligation being offered, its terms for payment, the security for its payment, the rights of the holders, and other features.

Optional Redemption. The City reserves the right, at its option, to redeem Bonds having stated maturities on and after August 15, 2027, in whole or in part in the principal amounts of \$5,000 or any integral multiple thereof, on August 15, 2026, or any date thereafter, at the par value thereof, without premium, plus accrued interest to the date fixed for redemption (see "THE OBLIGATIONS – Optional Redemption").

Legality. The Bonds are offered for delivery when, as and if issued and received by the Purchasers, subject to the approving opinion of the Attorney General of the State of Texas and the opinion of Bracewell LLP, Bond Counsel. (See APPENDIX C "Form of Bond Counsel Opinion").

Delivery. It is expected that the Bonds will be delivered through the facilities of DTC on or about May 24, 2016.

BIDS DUE TUESDAY, MAY 10, 2016 AT 10:00 AM CDT

* Preliminary, Subject to change.

This Preliminary Official Statement and the information contained herein are subject to change, completion or amendment without notice. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor may there be any sale of these securities in any jurisdiction in which such offer, solicitation or sales would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

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PRELIMINARY OFFICIAL STATEMENT DATED APRIL 26, 2016

NEW ISSUE – Book-Entry-Only

Ratings:
 Moody's: "Aa1"
 S&P: "AAA"
 Fitch: ["AAA"]
 (See "OTHER RELEVANT INFORMATION – Ratings")

In the opinion of Bond Counsel, under existing law, interest on the Certificates is excludable from gross income for federal income tax purposes and the Certificates are not "private activity bonds." See "Tax Matters" for a discussion of the opinion of Bond Counsel, including a description of alternative minimum tax consequences for corporations.

THE CERTIFICATES WILL NOT BE DESIGNATED AS "QUALIFIED TAX-EXEMPT OBLIGATIONS" FOR FINANCIAL INSTITUTIONS.

\$16,875,000*
CITY OF ARLINGTON, TEXAS
(Tarrant County, Texas)
Combination Tax and Revenue Certificates of Obligation, Series 2016B

Dated: May 1, 2016

Due: August 15, as shown below

Interest to accrue from date of delivery.

The \$16,875,000* City of Arlington, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2016B (the "Certificates") will be issued in fully registered form without coupons and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Certificates. Individual purchases will be made in book-entry form only, in principal amounts of \$5,000 or multiples thereof. Purchasers will not receive certificates representing their interest in the Certificates purchased. Interest on the Certificates will accrue from their date of delivery to the Initial Purchasers (the "Delivery Date") and Certificates will be payable on February 15 and August 15 of each year, commencing February 15, 2017.

MATURITY SCHEDULE*

(August 15)				(August 15)					
Maturity	Amount	Rate	Yield	CUSIP ⁽¹⁾	Maturity	Amount	Rate	Yield	CUSIP ⁽¹⁾
2017	\$ 845,000				2027	\$ 845,000			
2018	845,000				2028	845,000			
2019	845,000				2029	845,000			
2020	845,000				2030	845,000			
2021	845,000				2031	845,000			
2022	845,000				2032	840,000			
2023	845,000				2033	840,000			
2024	845,000				2034	840,000			
2025	845,000				2035	840,000			
2026	845,000				2036	840,000			

⁽¹⁾ CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by S&P Capital IQ on behalf of the American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. Neither the City, the Financial Advisor, nor the Purchasers are responsible for the selection or correctness of the CUSIP numbers set forth herein.

This cover page contains information for quick reference only. It is *not* a summary of this issue. Investors must read the entire official statement to obtain information essential to the making of an informed investment decision.

Separate Issues. The Certificates are being offered by the City concurrently with the "City of Arlington, Texas, Permanent Improvement Bonds, Series 2016A" (the "Bonds"). The Certificates and the Bonds are being offered under a common Official Statement and are hereinafter sometimes referred to collectively as the "Obligations." The Bonds and Certificates are separate and distinct securities offerings being issued and sold independently. While the Certificates and Bonds share certain common attributes, each issue is separate from the other and should be reviewed and analyzed independently, including the type of obligation being offered, its terms for payment, the security for its payment, the rights of the holders, and other features.

Optional Redemption. The City reserves the right, at its option, to redeem Certificates having stated maturities on and after August 15, 2027, in whole or in part in the principal amounts of \$5,000 or any integral multiple thereof, on August 15, 2026, or any date thereafter, at the par value thereof, without premium, plus accrued interest to the date fixed for redemption (see "THE OBLIGATIONS – Optional Redemption").

Legality. The Certificates are offered for delivery when, as and if issued and received by the Purchasers, subject to the approving opinion of the Attorney General of the State of Texas and the opinion of Bracewell LLP, Bond Counsel. (See APPENDIX C "Form of Bond Counsel Opinion").

Delivery. It is expected that the Certificates will be delivered through the facilities of DTC on or about May 24, 2016.

BIDS DUE TUESDAY, MAY 10, 2016 AT 10:00 AM CDT

* Preliminary, Subject to change.

This Preliminary Official Statement and the information contained herein are subject to change, completion or amendment without notice. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor may there be any sale of these securities in any jurisdiction in which such offer, solicitation or sales would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT SUMMARY

This summary is subject in all respects to the more complete information and definitions contained or incorporated in this Official Statement. The offering of the Obligations to potential investors is made only by means of this entire Official Statement. No person is authorized to detach this data page from this Official Statement or to otherwise use it without the entire Official Statement.

THE CITY	The City of Arlington, Texas (the “City”), is located at the center of the Dallas-Fort Worth Metroplex, between Dallas and Fort Worth and eight miles south of the Dallas/Fort Worth International Airport. The City, which encompasses 99.5 square miles operates under a Council/Manager form of government (see “INTRODUCTION – The Issuer”).
THE BONDS	The \$36,150,000* City of Arlington, Texas, Permanent Improvement Bonds, Series 2016A, dated May 1, 2016, will be issued as serial bonds and/or term bonds maturing on August 15 in each of the years 2017 through 2036. Should term bonds be issued, they will be subject to mandatory sinking fund redemption (see “THE OBLIGATIONS - General”).
THE CERTIFICATES	The \$16,875,000* City of Arlington, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2016B, dated May 1, 2016, will be issued as serial certificates and/or term certificates maturing on August 15 in each of the years 2017 through 2036. Should term bonds be issued, they will be subject to mandatory sinking fund redemption (see “THE OBLIGATIONS - General”).
PAYMENT OF INTEREST	Interest on the Obligations accrues from the date of their initial delivery to the initial purchasers. Interest on the Obligations will be paid on February 15, 2017, and on each August 15 and February 15 thereafter until the earlier of maturity or prior redemption. (See “THE OBLIGATIONS - General” and “THE OBLIGATIONS – Optional Redemption”).
AUTHORITY FOR ISSUANCE	<p>The Bonds are authorized and issued pursuant to authority granted by the Constitution and the general laws of the State of Texas, including particularly Chapter 1331, Texas Government Code, as amended, Article XIII of the City’s Home Rule Charter, elections held on November 4, 2008 and November 4, 2014 (the “Elections”), and an ordinance passed by the City Council authorizing the issuance of Bonds (the “Bond Ordinance”).</p> <p>The Certificates are authorized and issued pursuant to the Home Rule Charter (“City Charter”) of the City, the Constitution and general laws of the State of Texas (the “State”), including particularly Subchapter C of Chapter 271, Texas Local Government Code, as amended, and an ordinance passed by the City Council authorizing the issuance of Certificates (the “Certificate Ordinance” and together with the Bond Ordinance, the “Ordinances”).</p>
SECURITY FOR THE OBLIGATIONS	<p>The Bonds, when issued, will be direct obligations of the City, payable from the proceeds of a continuing and direct and annual ad valorem tax levied, within the limits prescribed by law, against all taxable property within the City.</p> <p>The Certificates when issued, will be direct obligations of the City, payable as to principal and interest from a combination of (i) an ad valorem tax levied annually, within the limits prescribed by law, against all taxable property in the City and (ii) a pledge of limited surplus revenues (\$1,000) of the City’s Water and Wastewater System, as provided in the Certificate Ordinance.</p>
OPTIONAL REDEMPTION	The City reserves the right, at its option, to redeem Obligations having stated maturities on and after August 15, 2027, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof, on August 15, 2026, or any date thereafter, at the par value thereof plus accrued interest to the date of redemption (see “THE OBLIGATIONS – Optional Redemption”).
TAX EXEMPTION	In the opinion of Bond Counsel, under existing law, the interest on the Obligations will be excludable from gross income for federal income tax purposes, and the Obligations are not “private activity bonds.” See “TAX MATTERS” herein for a discussion of the opinion of Bond Counsel, including a description of the alternative minimum tax consequences on corporations.

* Preliminary, subject to change.

USE OF PROCEEDS	<p>The proceeds from the sale of the Bonds are being used to provide funds (i) for designing, developing, constructing, improving, extending, and expanding streets, thoroughfares, sidewalks, bridges, and other public ways of the City, including streetlighting, right-of-way protection, and related storm drainage improvements; and acquiring rights of way in connection therewith; (ii) for acquiring, developing, renovating, and improving parks, park facilities and open spaces for park and recreation purposes in and for the City, including the acquisition of land therefor; and (iii) to pay the costs of issuing the Bonds.</p> <p>The proceeds from the sale of the Certificates are being used to provide funds for (i) acquiring, developing, renovating and improving park and recreation facilities and open spaces for park and recreation purposes in and for the City, including municipal golf course facilities and including the acquisition of land therefor; (ii) designing, developing, constructing, improving and equipping the City’s solid waste facilities, including the City’s landfills ((i) and (ii) together, the “Project”); and (iii) to pay for professional services of attorneys, financial advisors and other professionals in connection with the Project and the issuance of the Certificates.</p>
RATINGS	<p>The Obligations are rated [“Aa1”] by Moody’s Investors Service, Inc., [“AAA”] by Standard & Poor’s Rating Services, a Standard & Poor’s Financial Services LLC business, (“S&P”) and [“AAA”] by Fitch Ratings. The City’s presently outstanding tax supported debt and outstanding certificates of obligation have underlying ratings of “Aa1” by Moody’s, “AAA” by S&P and “AAA” by Fitch (see “OTHER RELEVANT INFORMATION – Ratings”).</p>
BOOK-ENTRY-ONLY SYSTEM	<p>The definitive Obligations will be initially registered and delivered only to Cede & Co., the nominee of DTC pursuant to the Book-Entry-Only System described herein. Beneficial ownership of the Obligations may be acquired in denominations of \$5,000 or integral multiples thereof within a maturity. No physical delivery of the Obligations will be made to the beneficial owners thereof. Principal of, premium, if any, and interest on the Obligations will be payable by the Paying Agent/Registrar to Cede & Co., which will make distribution of the amounts so paid to the beneficial owners of the Obligations (see "THE OBLIGATIONS - Book-Entry-Only System").</p>
PAYMENT RECORD	<p>The City has never defaulted on its revenue obligations and has not defaulted on its bonds payable from ad valorem taxation since 1935, when all such bonds were refunded at par with a reduction in interest rate.</p>

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CITY OF ARLINGTON

Elected Officials

City Council	Length of Service	Term Expires	Occupation
Jeff Williams Mayor	1 year	May, 2017	Engineer
Charlie Parker Council Member	4 years	May, 2016	Community Volunteer
Sheri Capehart Council Member	16 years ⁽¹⁾	May, 2016	Computer Security Analyst, Retired
Robert Rivera Council Member	11 years	May, 2017	Banker/Vice President
Kathryn Wilemon Mayor Pro Tem	13 years	May, 2017	Community Volunteer
Lana Wolff Council Member	13 years	May, 2017	Community Volunteer
Robert Shepard Council Member	8 years	May, 2016	Attorney
Jimmy Bennett Council Member	8 years	May, 2016	Certified Public Accountant
Michael Glaspie Council Member	4 years	May, 2017	Church Minister

⁽¹⁾ Previously served as Council member from May 1999 to May 2003.

Appointed Officials

Name	Position	Years of Employment with City
Trey Yelverton	City Manager	23
Gilbert Perales	Deputy City Manager	9
Theron Bowman	Deputy City Manager	33
Jim Parajon	Deputy City Manager	10
Mike Finley	Director of Finance	20
Teris Solis	City Attorney	25
Mary Supino	City Secretary	6

ADVISORS AND INDEPENDENT AUDITORS

Independent Auditors..... Grant Thornton L.L.P., Dallas, Texas

Bond Counsel..... Bracewell LLP, Dallas, Texas

Financial Advisor..... Estrada Hinojosa & Company, Inc., Dallas, Texas

For additional information regarding the City, please contact:

Mr. Mike Finley
City of Arlington
101 W. Abram Street, 3rd Floor
Arlington, Texas
(817) 459-6100

Mr. Dave Gordon
Estrada Hinojosa & Company, Inc.
1717 Main Street, Suite 4700
Dallas, Texas
(214) 658-1670

USE OF INFORMATION IN OFFICIAL STATEMENT

For purposes of compliance with Rule 15c2-12 of the Securities and Exchange Commission, this document constitutes an official statement of the City with respect to the Obligations that has been deemed "final" by the City as of its date except for the omission of no more than the information permitted by Rule 15c2-12.

This Official Statement, which includes the cover page, schedules and the Appendices hereto, does not constitute an offer to sell or the solicitation of an offer to buy in any jurisdiction to any person to whom it is unlawful to make such offer, solicitation or sale.

No dealer, broker, salesman, or other person has been authorized by the City to give any information or to make any representation other than those contained in this Official Statement, and, if given or made, such other information or representation must not be relied upon. This Official Statement does not constitute an offer to sell and is not to be used in an offer to sell or the solicitation of an offer to buy in any jurisdiction in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

Certain information set forth in this Official Statement has been furnished by the City and other sources which are believed to be reliable, but such information is not guaranteed as to accuracy or completeness by, and is not to be construed as a promise or guaranty by, the City or the Financial Advisor. The information and expressions of opinion contained herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof. The delivery of this Official Statement at any time does not imply that the information herein is correct as to any time subsequent to its date. See "CONTINUING DISCLOSURE OF INFORMATION" for a description of the City's undertaking to provide certain information on a continuing basis.

Neither the City, nor its Financial Advisor, make any representation regarding the information contained in this Official Statement regarding The Depository Trust Company, or its book-entry-only system, as such information has been furnished by the Depository Trust Company.

THE OBLIGATIONS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACT. THE REGISTRATION OR QUALIFICATION OF THE OBLIGATIONS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF SECURITIES LAW OF THE STATES IN WHICH THE OBLIGATIONS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF.

The cover page contains certain information for general reference only and is not intended as a summary of this offering. Investors should read the entire Official Statement, including all schedules and appendices attached hereto, to obtain information essential to making an informed investment decision.

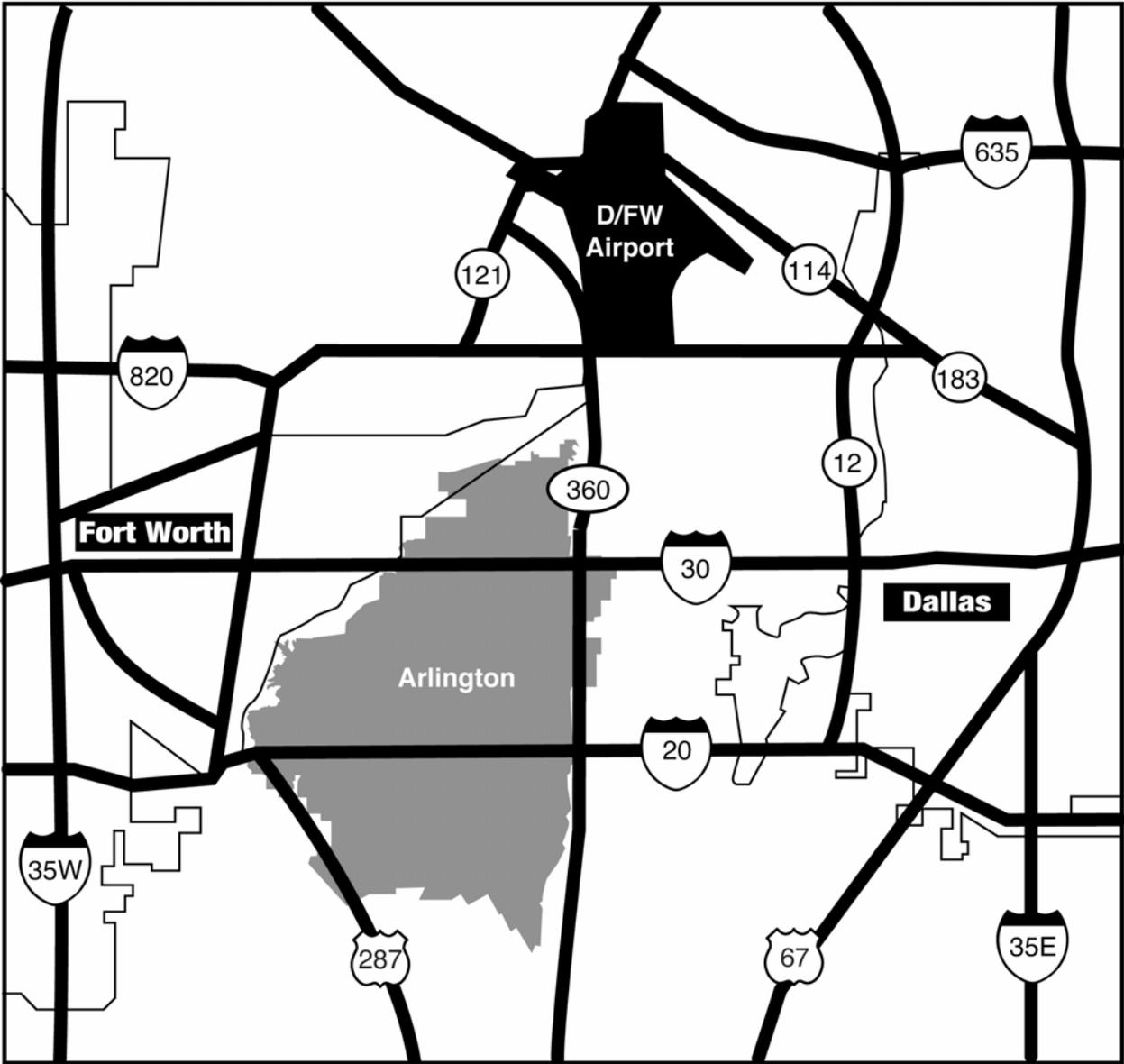
THIS OFFICIAL STATEMENT CONTAINS "FORWARD-LOOKING" STATEMENTS WITHIN THE MEANING OF SECTION 21E OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED. SUCH STATEMENTS MAY INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE THE ACTUAL RESULTS, PERFORMANCE AND ACHIEVEMENTS TO BE DIFFERENT FROM THE FUTURE RESULTS, PERFORMANCE AND ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. INVESTORS ARE CAUTIONED THAT THE ACTUAL RESULTS COULD DIFFER MATERIALLY FROM THOSE SET FORTH IN THE FORWARD-LOOKING STATEMENTS.

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Dallas/Fort Worth/Arlington Metropolitan Area



**CITY OF ARLINGTON, TEXAS
(Tarrant County, Texas)**

\$36,150,000*

Permanent Improvement Bonds, Series 2016A

and

\$16,875,000*

Combination Tax and Revenue Certificates of Obligation, Series 2016B

INTRODUCTION

The following material is qualified in its entirety by the detailed information and financial statements appearing elsewhere in this Official Statement, reference to which is hereby made for all purposes.

All financial and other information presented in this Official Statement has been provided by the City from its records, except for information expressly attributed to other sources. The presentation of information, including tables of receipts from taxes and other sources, is intended to show recent historic information and is not intended to indicate future or continuing trends in the financial position or other affairs of the City. No representation is made that past experience, as is shown by that financial and other information, will necessarily continue or be repeated in the future (see "FORWARD-LOOKING STATEMENTS").

Description of the City

The City of Arlington, Texas (the "City"), is located at the center of the Dallas-Fort Worth Metroplex, between Dallas and Fort Worth and 8 miles south of the Dallas/Fort Worth International Airport. The City, which encompasses 99.5 square miles, had a 2016 estimated population of 370,367. The City operates as a home-rule City under a Council-Manager form of government as established by its Charter. There is a nine member City Council (the "Council") vested with local legislative power. Three council members and the Mayor are elected "at large" and five council members are elected in five single member districts. All members of the Council are elected for terms of two years, with the elections being held in even/odd years for approximately half the seats and provides the following services to the citizens of the City: public safety (police and fire), public works, public welfare, parks and recreation, public health, water and wastewater utilities, and general administrative services. The City operates its water and wastewater system, its storm water system and its sanitary landfill operation (currently outsourced) as self-supporting enterprise funds.

THE OBLIGATIONS

Authority for Issuance

The Bonds are authorized and issued pursuant to authority granted by the Constitution and the general laws of the State of Texas, including particularly Chapter 1331, Texas Government Code, as amended, Article XIII of the City's Home Rule Charter, and at elections held on November 4, 2008 and November 4, 2014 (the "Elections"), and an ordinance passed by the City Council authorizing the issuance of Bonds (the "Bond Ordinance").

The Certificates are authorized and issued pursuant to the Home Rule Charter ("City Charter") of the City, the Constitution and general laws of the State, including particularly Subchapter C of Chapter 271, Texas Local Government Code, as amended, and an ordinance passed by the City Council authorizing the issuance of Certificates (the "Certificate Ordinance" and together with the Bond Ordinance, the "Ordinances").

General

The \$36,150,000* City of Arlington, Texas, Permanent Improvement Bonds, Series 2016A (the "Bonds"), will be dated May 1, 2016, and will mature on the dates set forth on the cover of this Official Statement. Interest will accrue from the Date of Delivery and will be paid on February 15, 2017, and on each August 15 and February 15 thereafter until the earlier of maturity or prior redemption.

\$16,875,000* City of Arlington, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2016B (the "Certificates") will be dated May 1, 2016, and will mature on the dates set forth on page iii of this Official Statement. Interest will accrue from the Date of Delivery and will be paid on February 15, 2017, and on each August 15 and February 15 thereafter until maturity.

*Preliminary, Subject to change.

Security

The Bonds, when issued, will be direct obligations of the City, payable from the proceeds of the levy of a continuing, direct annual ad valorem tax levied and assessed, within the limits prescribed by law, against all taxable property within the City.

The Certificates when issued, will be direct obligations of the City, payable as to principal and interest from a combination of (i) an ad valorem tax levied annually, within the limits prescribed by law, against all taxable property in the City and (ii) a pledge of limited surplus revenues (\$1,000) of the City's Water and Wastewater System, as provided in the Certificate Ordinance.

Tax Rate Limitation

All taxable property within the City is subject to the assessment, levy and collection by the City of a continuing, direct annual ad valorem tax sufficient to provide for the payment of principal of and interest on all ad valorem tax debt within the limits prescribed by law. Article XI, Section 5, of the Texas Constitution is applicable to the City, and limits its maximum ad valorem tax rate to \$2.50 per \$100 Taxable Assessed Valuation for all City purposes. Administratively, the Attorney General of the State of Texas will permit allocation of \$1.50 of the \$2.50 maximum tax rate for all General Obligation debt service, as calculated at the time of issuance.

Use of Proceeds

The proceeds from the sale of the Bonds are being used to provide funds (i) for designing, developing, constructing, improving, extending, and expanding streets, thoroughfares, sidewalks, bridges, and other public ways of the City, including streetlighting, right-of-way protection, and related storm drainage improvements; and acquiring rights of way in connection therewith; (ii) for acquiring, developing, renovating, and improving parks, park facilities and open spaces for park and recreation purposes in and for the City, including the acquisition of land therefor; and (iii) to pay the costs of issuing the Bonds.

The proceeds from the sale of the Certificates are being used to provide funds for (i) acquiring, developing, renovating and improving park and recreation facilities and open spaces for park and recreation purposes in and for the City, including municipal golf course facilities and including the acquisition of land therefor; (ii) designing, developing, constructing, improving and equipping the City's solid waste facilities, including the City's landfills; and (iii) to pay for professional services of attorneys, financial advisors and other professionals in connection with the Project and the issuance of the Certificates.

Sources and Uses

The sources and uses of funds for the Bonds are approximately as follows:

Sources:	
Par amount of the Bonds	
Net Premium	
Total Sources of Funds	<u><u>\$ -</u></u>
Uses:	
Deposit to Construction Fund	
Cost of Issuance	
Total Uses of Funds	<u><u>\$ -</u></u>

The sources and uses of funds for the Certificates are approximately as follows:

Sources:	
Par amount of the Bonds	
Net Premium	
Total Sources of Funds	<u><u>\$ -</u></u>
Uses:	
Deposit to Construction Fund	
Cost of Issuance	
Total Uses of Funds	<u><u>\$ -</u></u>

Payment Record

The City has never defaulted on its revenue obligations and has not defaulted on its bonds payable from ad valorem taxation since 1935, when all such bonds were refunded at par with a reduction in interest rate.

Paying Agent/Registrar

The initial Paying Agent/Registrar is Bank of New York Mellon Trust Company, N.A., Dallas, Texas. Payments of principal and interest on the Obligations will be payable by the Bank of New York Mellon, N.A., Dallas, Texas (the "Paying Agent/Registrar") to DTC or its nominee, Cede & Co., which will then remit such payments to the DTC Participants for subsequent disbursement to the Beneficial Owners of the Obligations, as described herein under "BOOK-ENTRY-ONLY SYSTEM."

The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Obligations are duly paid and any successor Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the State of Texas or other entity duly qualified and legally authorized to serve as and perform the duties and services of Paying Agent/Registrar for the Obligations. Upon any change in the Paying Agent/Registrar for the Obligations, the City agrees to promptly cause a written notice thereof to be sent to each registered owner of the Obligations by United States mail, first class, postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

In the event use of the Book-Entry-Only System should be discontinued, interest on the Obligations shall be paid to the registered owners appearing on the registration books of the Paying Agent/Registrar at the close of business on the Record Date (hereinafter defined), and such interest shall be paid (i) by check sent United States Mail, first class postage prepaid to the address of the registered owner recorded in the registration books of the Paying Agent/Registrar or (ii) by such other method, acceptable to the Paying Agent/Registrar requested by, and at the risk and expense of, the registered owner.

Principal of the Obligations will be payable to the registered owner at maturity or prior redemption upon presentation at the designated payment office of the Paying Agent/Registrar. Interest on the Obligations will be payable by check, dated as of the interest payment date, and mailed by the Paying Agent/Registrar to registered owners as shown on the records of the Paying Agent/Registrar on the Record Date (See "Record Date for Interest Payment" herein), or by such other method, acceptable to the Paying Agent/Registrar, requested by and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Obligations shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original payment date So long as Cede & Co. is the registered owner of the Obligations, principal and interest on the Obligations will be made as described in "THE OBLIGATIONS - Book-Entry-Only System".

Amendments

The City may amend the Ordinances without the consent of or notice to any registered owners in any manner not detrimental to the interests of the registered owners, including the curing of any ambiguity, inconsistency, formal defect or omission therein. In addition, the City may, with the written consent of the holders of a majority in aggregate principal amount of the Obligations then outstanding, as applicable, amend, add to, or rescind any of the provisions of the respective Ordinances, except that, without the consent of the registered owners of all of the Obligations, as applicable, no such amendment, addition or rescission may (1) change the date specified as the date on which the principal on any installment of interest is due payable, reduce the principal amount or the rate of interest, or in any other way modify the terms of their payment, (2) give any preference to any Obligations, as applicable, over any other Obligations or (3) reduce the aggregate principal amount required to be held by owners for consent to any amendment, addition or rescission.

Optional Redemption

The City has reserved the right and option to redeem the Obligations scheduled to mature on or after August 15, 2027, prior to their scheduled maturities, in whole or in part, on August 15, 2026, or on any date thereafter, at a price of par plus accrued interest to the date fixed for redemption in principal amounts of \$5,000 or any integral multiple thereof. If less than all of the Obligations are to be redeemed the City reserves the right to determine the maturity or maturities and the amounts thereof to be redeemed and if less than a maturity is to be redeemed, the Paying Agent/Registrar (or DTC while the Obligations are in Book-Entry-Only form) shall determine by lot or other method that results in random selection which of the Obligations of such maturities, or portions thereof, shall be redeemed. If any Obligations (or portion of the principal amount thereof) shall have been called for redemption and notice of such redemption shall have been given, such Obligations (or the principal amount thereof to be redeemed) shall become due and payable on such redemption date and interest thereon shall cease to accrue from and after the redemption date, provided funds for the payment of the redemption price and accrued interest thereon are held by the Paying Agent/Registrar on the redemption date.

Notice of Redemption

Not less than 30 days prior to the redemption date, the Paying Agent/Registrar shall send a notice of redemption by United States mail, first class postage prepaid, to each registered owner (the "Owner") of an Obligation to be redeemed in whole or in part at the address of the Owner as shown on the records of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing of such notice.

The City reserves the right, in the case of an optional redemption, to give notice of its election or direction to redeem Obligations conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time

on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any obligations subject to conditional redemption if such redemption has been rescinded shall remain outstanding, and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

ANY NOTICE OF REDEMPTION SO MAILED SHALL BE CONCLUSIVELY PRESUMED TO HAVE BEEN DULY GIVEN IRRESPECTIVE OF WHETHER RECEIVED BY AN OWNER. NOTICE HAVING BEEN SO GIVEN, THE OBLIGATIONS CALLED FOR REDEMPTION SHALL BECOME DUE AND PAYABLE ON THE SPECIFIED REDEMPTION DATE AND NOTWITHSTANDING THAT ANY OBLIGATION OR PORTION THEREOF HAS NOT BEEN SURRENDERED FOR PAYMENT, INTEREST ON SUCH OBLIGATIONS OR PORTION THEREOF, SHALL CEASE TO ACCRUE.

Redemption Procedures While Obligations Held by DTC

The Paying Agent/Registrar and the City, so long as a Book-Entry-Only system is used for the Obligations, will send any notice of redemption (with respect to the Obligations), notice of proposed amendment to the Ordinance or other notices with respect to the Obligations only to DTC. Any failure by DTC to advise any DTC participant, or of any DTC participant or indirect participant to notify the beneficial owner, shall not affect the validity of the redemption of the Obligations called for redemption or any other action premised on any such notice. Redemption of a portion of Obligations by the City will reduce the outstanding principal amount, as applicable, of such Obligations held by DTC.

In such event, DTC may implement, through its Book-Entry-Only system, a redemption of such Obligations held for the account of DTC participants in accordance with its rules or other agreements with DTC participants and then DTC participants and indirect participants may implement a redemption of such Obligations from the beneficial owners.

Any such selection of Obligations to be redeemed will not be governed by the Ordinance and will not be conducted by the City or the Paying Agent/Registrar. Neither the City nor the Paying Agent/Registrar will have any responsibility to DTC participants, indirect participants or the persons for whom DTC participants act a nominees, with respect to the payments on the Obligations or the providing of notice to DTC participants, indirect participants, or beneficial owners of the selection of portions of the Obligations selected for redemption (see "Book-Entry-Only System")

Defeasance

The Ordinance provides that the City may discharge its Obligations to the registered owners of any or all of the Obligations to pay principal, interest and redemption price thereon in any manner permitted by law. Under current Texas law, such discharge may be accomplished by either (i) depositing with the Comptroller of Public Accounts of the State of Texas a sum of money equal to the principal of, premium, if any, and all interest to accrue on the Obligations to maturity or prior redemption or (ii) by depositing with a paying agent, or other authorized escrow agent, amounts sufficient to provide for the payment and/or redemption of the Obligations; provided that such deposits may be invested and reinvested in (a) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United State of America, (b) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality of the United States of America, including Obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and on the date the governing body of the City adopts or approves the proceedings authorizing the issuance of refunding bonds to refund the obligations, that are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent. The foregoing obligations may be in book-entry-only form, and shall mature and/or bear interest in such amounts as will be sufficient to provide for the scheduled payment and/or redemption of the Obligations. If any such Obligations are to be redeemed prior to their respective dates of maturity, provision must have been made for giving notice of redemption as provided in the Ordinance.

Under current state law, after such deposit as described above, the Obligations shall no longer be regarded as outstanding or unpaid. After firm banking and financial arrangements for the discharge and final payment or redemption of the Obligations have been made as described above, all rights of the City to initiate proceedings to call the Obligations for redemption or take any other action amending the terms of the Obligations are extinguished; provided, however, that the right to call the Obligations for redemption is not extinguished if the City: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Obligations for redemption; (ii) gives notice of the reservation of that right to the owners of the Obligations immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

There is no assurance that the current law will not be changed in a manner which would permit investments other than those described above to be made with amounts deposited to defease the Obligations. Because the Ordinance does not contractually limit such investments, registered owners may be deemed to have consented to defeasance with such other investments, notwithstanding the fact that such investments may not be of the same investment quality as those currently permitted under Texas law.

Holders' Remedies

The Ordinances provide that while any of the Obligations are outstanding there shall be levied, assessed and collected a direct and continuing ad valorem tax, within the limits prescribed by law, on all taxable property within the City, sufficient to pay principal of and interest on the Obligations when due and to pay the expenses necessary in collecting such taxes. If the City defaults in the payment of the principal of or interest on any Obligation when due, or the City defaults in the observance or performance of any of the covenants, conditions, or obligations of the City, the failure to perform which materially, adversely affects the rights of the owners, including but not limited to, their prospect or ability to be repaid in accordance with the Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any owner to the City, any registered owner is entitled to seek a writ of mandamus from a court of proper jurisdiction requiring the City to make such payment or observe and perform such covenants, obligations, or conditions. Such right is in addition to any other rights the registered owners of the Obligations may be provided by the laws of the State. Under Texas law, there is no right to the acceleration of maturity of the Obligations upon the failure of the City to observe any covenant under the Obligations. Although a registered owner of Obligations could presumably obtain a judgment against the City if a default occurred in the payment of principal of or interest on any such Bond, such judgment could not be satisfied by execution against any property of the City. Such registered owner's only practical remedy, if a default occurs, is a mandamus or mandatory injunction proceeding to compel the City, to assess and collect an annual ad valorem tax sufficient to pay principal of and interest on the Obligations as it becomes due. The enforcement of any such remedy may be difficult and time consuming and a registered owner could be required to enforce such remedy on a periodic basis.

On June 30, 2006, the Texas Supreme Court ruled in *Tooke v. City of Mexia*, 197 S.W.3d 325 (Tex. 2006) ("Tooke") that a waiver of sovereign immunity must be provided for by statute in "clear and unambiguous" language. In so ruling, the Court declared that statutory language such as "sue and be sued", in and of itself, did not constitute a clear and unambiguous waiver of sovereign immunity. In *Tooke*, the Court noted the enactment in 2005 of sections 271.151-.160, Texas Local Government Code (the "Local Government Immunity Waiver Act"), which, according to the Court, waives "immunity from suit for contract claims against most local governmental entities in certain circumstances." Because it is not clear that the Texas Legislature has effectively waived the City's immunity from suit of money damages, holders of the Obligations may not be able to bring suit against the City for breach of the Ordinance or the Obligations. As noted above, the Ordinance provides that holders may exercise the remedy of mandamus to enforce the obligations of the City under the Ordinance. Neither the remedy of mandamus nor any other type of injunctive relief was at issue in *Tooke*, and it is unclear whether *Tooke* will be construed to have any effect with respect to the exercise of mandamus, as such remedy has been interpreted by Texas courts. In general, Texas courts have held that a writ of mandamus may be issued to require public officials to perform ministerial acts that clearly pertain to their duties. Texas courts have held that a ministerial act is defined as a legal duty that is prescribed and defined with a precision and certainty that leaves nothing to the exercise of discretion or judgment, though mandamus is not available to enforce purely contractual duties. However, mandamus may be used to require a public officer to perform legally-imposed ministerial duties necessary for the performance of a valid contract to which the State or a political subdivision of the State is a party (including the payment of monies due under a contract). Chapter 1371, Texas Government Code ("Chapter 1371"), which pertains to the issuance of public securities by issuers such as the City, permits the City to waive sovereign immunity in the proceedings authorizing its obligations, but in connection with the issuance of the obligations, the City is not utilizing Chapter 1371 and has not waived sovereign immunity in the proceedings authorizing the Obligations.

The Ordinances do not provide for the appointment of a trustee to represent the interest of the holders upon any failure of the City to perform in accordance with the terms of the Ordinance, or upon any other condition. Furthermore, the City is eligible to seek relief from its creditors under Chapter 9 of the U.S. Bankruptcy Code ("Chapter 9"). Although Chapter 9 provides for the recognition of a security interest represented by a specifically pledged source of revenues, the pledge of taxes in support of a general obligation of a bankrupt entity is not specifically recognized as a security interest under Chapter 9. Chapter 9 also includes an automatic stay provision that would prohibit, without Bankruptcy Court approval, the prosecution of any other legal action by creditors or Bond holders of an entity which has sought protection under Chapter 9. Therefore, should the City avail itself of Chapter 9 protection from creditors, the ability to enforce would be subject to the approval of the Bankruptcy Court (which could require that the action be heard in Bankruptcy Court instead of other federal or state court); and the Bankruptcy Code provides for broad discretionary powers of a Bankruptcy Court in administering any proceeding brought before it. The opinions of Bond Counsel will note that all opinions relative to the enforceability of the Ordinances and the Obligations are qualified with respect to the customary rights of debtors relative to their creditors.

Registration, Transfer and Exchange

Registration and Payment. The Obligations will be initially issuable only in the name of Cede & Co., as nominee of DTC which will act as securities depository for the Obligations. Principal and semiannual interest on the Obligations will be paid by the Paying Agent/Registrar to Cede & Co., as nominee for DTC, which shall disburse such payments to the DTC Participants who will distribute such payments to the Beneficial Owners as described herein.

For so long as DTC is the securities depository for the Obligations, then the term "Owner" shall refer solely to DTC. In the event that DTC is no longer the securities depository for the Obligations, the term "Owner" shall refer to a successor securities depository or the Beneficial Owners of the Obligations which are shown as registered Owners on the registration books of the Paying Agent/Registrar.

Future Registration. In the event that DTC is no longer the securities depository for the Obligations and a successor securities depository is not appointed by the City printed certificates for the Obligations will be delivered to the owners thereof, and thereafter, the Obligations may be transferred, registered and assigned only on the registration books of the Paying Agent/Registrar and such registration shall be at the expense of the City except for any tax or other governmental charges required to be paid with respect to such registration, exchange and transfer. An Obligation may be assigned by execution of an assignment form on the Obligations or by other instruments of transfer and assignment acceptable to the Paying Agent/Registrar. A new Obligation or Obligations will be delivered by the Paying Agent/Registrar to

the last assignee (the new Owner) in exchange for such transferred and assigned Obligations in accordance with the provisions of the Ordinance. Such new Bond must be in the denomination of \$5,000 for any one maturity or any integral multiple thereof. The last assignee's claim of title to the Bond must be proved to the satisfaction of the Paying Agent/Registrar.

Record Date for Interest Payment. The record date ("Record Date") for the interest payment on the Obligations on an interest payment date means the close of business on the last business day of the preceding month.

In the event of a non-payment of interest on the Obligations on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest ("Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of an Bond appearing on the registration books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

Successor Paying Agent/Registrar. Provision is made in the Ordinance for replacement of the Paying Agent/Registrar. If the Paying Agent/Registrar is replaced by the City, the new Paying Agent/Registrar shall accept the previous Paying Agent/Registrar's records and act in the same capacity as the previous Paying Agent/Registrar. The Paying Agent/Registrar selected by the City shall be a commercial bank, a trust company organized under the laws of the State of Texas, or other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Obligations. A successor Paying Agent/Registrar, if any, shall be determined by the City. Upon a change in the Paying Agent/Registrar for the Obligations, the City agrees to promptly cause written notice thereof to be sent to each registered owner of the Obligations. Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Obligation or portion thereof, called for redemption prior to maturity, within 45 days prior to the date fixed for redemption.

BOOK-ENTRY-ONLY SYSTEM

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Obligations. The Obligations will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Obligations, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, in turn, is the holding company for DTC, National Securities Clearing Corporation, and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTC is owned by the users of its registered subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of Obligations under the DTC system must be made by or through Direct Participants, which will receive a credit for the Obligations on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Obligations are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Obligations, except in the event that use of the book-entry system for the Obligations are discontinued.

To facilitate subsequent transfers, all Obligations deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Obligations with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Obligations; DTC's records reflect only the identity of the Direct Participants to whose accounts such Obligations are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Obligations may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Obligations, such as redemptions, tenders, defaults, and proposed

amendments to the bond documents. For example, Beneficial Owners of Obligations may wish to ascertain that the nominee holding the Obligations for their benefit has agreed to obtain and transmit notices to Beneficial owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Paying Agent/Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Obligations within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Obligations unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Obligations are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the Obligations will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Paying Agent/Registrar, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC [nor its nominee], the Paying Agent/Registrar, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent/Registrar, disbursement of such payments to Direct and Indirect Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Obligations at any time by giving reasonable notice to the City or the Paying Agent/Registrar. Under such circumstances, in the event that a successor depository is not obtained, Obligation certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry-only system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

Use of Certain Terms in Other Sections of this Official Statement

In reading this Official Statement it should be understood that while the Obligations are in the Book-Entry-Only System, references in other sections of this Official Statement to registered owners should be read to include the person for which the Participant acquires an interest in the Obligations, but (i) all rights of ownership must be exercised through DTC and the Book-Entry-Only System, and (ii) except as described above, notices that are to be given to registered owners under the Ordinance will be given only to DTC. Information concerning DTC and the Book-Entry-Only System has been obtained from DTC and is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by the City or the Initial Purchaser.

Effect of Termination of Book-Entry-Only System

In the event the Book-Entry-Only System with respect to the Obligations is discontinued by DTC, or the use of the Book-Entry-Only System with respect to the Obligations is discontinued by the City, printed certificates will be issued to the respective holders of the Obligations, as the case may be, and the respective Obligations will be subject to transfer, exchange, and registration provisions as set forth in the Ordinance, summarized under "Registration."

LEGAL HOLDINGS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS

Under the Texas Public Security Procedures Act (Texas Government Code, Chapter 1201), the Obligations (i) are negotiable instruments, (ii) are investment securities to which Chapter 8 of the Texas Business and Commerce Code applies, and (iii) are legal and authorized investments for (A) an insurance company, (B) a fiduciary or trustee, or (C) a sinking fund of a municipality or other political subdivision or public agency of the State of Texas. The Obligations are eligible to secure deposits of any public funds of the State, its agencies and political subdivisions, and are legal security for those deposits to the extent of their market value. For political subdivisions in Texas which have adopted investment policies and guidelines in accordance with the Public Funds Investment Act (Texas Government Code, Chapter 2256), the Obligations may have to be assigned a rating of not less than "A" or its equivalent as to investment quality by a national rating agency before such obligations are eligible investments for sinking funds and other public funds. In addition, various provisions of the Texas Finance Code provide that, subject to a prudent investor standard, the Obligations are legal investments for state banks, savings banks, trust companies with at least \$1 million of capital and savings and loan associations.

The City has made no investigation of other laws, rules, regulations or investment criteria which might apply to such institutions or entities or which might limit the suitability of the Obligations for any of the foregoing purposes or limit the authority of such institutions or entities to purchase or invest in the Obligations for such purposes. The City has made no review of laws in other states to determine whether the Obligations are legal investments for various institutions in those states.

INVESTMENTS

The City invests its funds in investments authorized by Texas law in accordance with investment policies approved by the City Council of the City. Both state law and the City investment policies are subject to change.

Legal Investments

Under Texas law, the City is authorized to invest in (1) obligations of the United States or its agencies and instrumentalities, including letters of credit; (2) direct obligations of the State of Texas or its agencies and instrumentalities; (3) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States; (4) other obligations, the principal and interest of which is guaranteed or insured by or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities; (5) obligations of states, agencies, counties, cities and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent; (6) bonds issued, assumed or guaranteed by the State of Israel; (7) certificates of deposit (i) issued by a depository institution that has its main office or a branch office in the State of Texas, that are guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, or are secured as to principal by Obligations described in clauses (1) through (6) or in any other manner and amount provided by law for City deposits, or a) where the funds are invested by an investing entity through: (i) a broker that has its main office or a branch office in this state and is selected from a list adopted by the City; or (ii) a depository institution that has its main office or a branch office in this state and that is selected by the investing entity; (b) where the broker or the depository institution selected by the investing entity under (a) arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the City; (iii) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and (iv) the investing entity appoints the depository institution selected by the investing entity under (a), an entity described by Section 2257.041(d), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the investing entity with respect to the certificates of deposit issued for the account of the City, (8) fully collateralized repurchase agreements that have a defined termination date, are fully secured by a combination of cash and obligations described in clause (1), which are pledged to the City, held in the City's name, and deposited at the time the investment is made with the City with a third party selected and approved by the City and are placed through a primary government securities dealer or a financial institution doing business in the State of Texas, (9) securities lending programs if (i) the securities loaned under the program are 100% collateralized, a loan made under the program allows for termination at any time and a loan made under the program is either secured by (a) obligations that are described in clauses (1) through (6) above, (b) irrevocable letters of credit issued by a state or national bank that is continuously rated by a nationally recognized investment rating firm at not less than "A" or its equivalent or (c) cash invested in obligations described in clauses (1) through (6) above, clauses (11) through (13) below, or an authorized investment pool; (ii) securities held as collateral under a loan are pledged to the City, held in the City's name and deposited at the time the investment is made with the City or a third party designated by the City; (iii) a loan made under the program is placed through either a primary government securities dealer or a financial institution doing business in the State of Texas; and (iv) the agreement to lend securities has a term of one year or less, (10) certain bankers' acceptances with the remaining term of 270 days or less, if the short-term obligations of the accepting bank or its parent are rated at least "A-1" or "P-1" or the equivalent by at least one nationally recognized credit rating agency, (11) commercial paper with a stated maturity of 270 days or less that is rated at least "A-1" or "P-1" or the equivalent by either (a) two nationally recognized credit rating agencies or (b) one nationally recognized credit rating agency if the paper is fully secured by an irrevocable letter of credit issued by a U.S. or state bank, (12) no-loan money market mutual funds registered with and regulated by the Securities and Exchange Commission that have a dollar weighted average stated maturity of 90 days or less and include in their investment objectives the maintenance of a stable net asset value of \$1 for each share and (13) no-load mutual funds registered with the Securities and Exchange Commission that have an average weighted maturity of less than two years, invest exclusively in obligations described in this paragraph, and are continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than "AAA" or its equivalent. In addition, bond proceeds may be invested in guaranteed investment contracts that have a defined termination date and are secured by obligations, including letters of credit, of the United States or its agencies and instrumentalities in an amount at least equal to the amount of bond proceeds invested under such contract, other than the prohibited obligations described in the next succeeding paragraph.

The City may invest in such obligations directly or through government investment pools that invest solely in such obligations provided that the pools are rated no lower than "Aaa" or "AAAm" or an equivalent by at least one nationally recognized rating service. The City is specifically prohibited from investing in: (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal; (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security and bears no interest; (3) collateralized mortgage obligations that have a stated final maturity of greater than 10 years; and (4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Investment Policies

Under Texas law, the City is required to invest its funds under written investment policies that primarily emphasize safety of principal and liquidity and that address investment diversification, yield, maturity, and the quality and capability of investment management, and all City funds must be invested in investments that protect principal, and consistent with the operating requirements of the City, and yield a market rate of return. Under Texas law, City investments must be made "with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived." No person may invest City funds without express written authority from the City Council or Chief Financial Officer of the City.

At least quarterly the investment officers of the City shall submit an investment report detailing: (1) the investment position of the City, (2) that all investment officers jointly prepared and signed the report, (3) the beginning market value, the ending market value and fully accrued interest during the reporting period of each pooled fund group, (4) the book value and market value of each separately listed asset at the beginning and end of the reporting period, (5) the maturity date of each separately invested asset, (6) the account or fund or pooled fund group for which each individual investment was acquired, and (7) the compliance of the investment portfolio as it relates to: (a) adopted investment strategy statements and (b) state law. No person may invest City funds without express written authority from the City Council.

Additional Provisions

Under Texas law the City is additionally required to: (1) annually review its adopted policies and strategies; (2) adopt an order or resolution stating that it has reviewed its investment policy and investment strategies and records any changes made to either its investment policy or investment strategy in the said order or resolution, (3) require any investment officers' with personal business relationships or relatives with firms seeking to sell securities to the entity to disclose the relationship and file a statement with the Texas Ethics Commission and the City Council; (4) require the registered principal of firms seeking to sell securities to the City to: (a) receive and review the City's investment policy, (b) acknowledge that reasonable controls and procedures have been implemented to preclude imprudent investment activities, and (c) deliver a written statement attesting to these requirements; (5) perform an annual audit of the management controls on investments and adherence to the City's investment policy; (6) provide specific investment training for the Treasurer, Chief Financial Officer and investment officers; (7) restrict reverse repurchase agreements to not more than 90 days and restrict the investment of reverse repurchase agreement funds to no greater than the term of the reverse repurchase agreement; (8) restrict the investment in mutual funds in the aggregate to no more than 15% of the City's monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt services, and to invest no portion of bond proceeds, reserves and funds held for debt service in mutual funds; (9) require local government investment pools to conform to the new disclosure, rating, net asset value, yield calculation, and advisory board requirements; and (10) at least annually review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the City.

Table 1 – Current Investments

As of March 31, 2016 the following percentages of the City's operating funds were invested in the following categories of investments:

<u>Type of Investment</u>	<u>% Invested</u>
Federal Agencies	74.77%
Statewide Local Government Investment Pools ⁽¹⁾	9.56%
Municipals	9.24%
Cash	6.43%
Totals	<u>100.00%</u>

Source: City of Arlington, Finance Department.

⁽¹⁾ Currently in TexStar, TexPool, and Texas Daily.

The City's primary investment objective is to provide for the protection of principal with an emphasis on safety and liquidity. The City maintains a comprehensive cash management program that includes prudent investment of its available funds. Investment maturities are targeted to provide available cash for the operating requirements of the City.

As of March 31, 2016, the weighted average maturity of the City's operating portfolio was 404 days and the market value of the operating portfolio was 100 percent of its book value. No funds of the City are invested in derivative securities, i.e., securities whose rate of return is determined by reference to some other instrument, index, or commodity.

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Table 2 - Authorized Permanent Improvement Bonds and Use of Proceeds

The following table provides information on the outstanding permanent improvement bond authorizations.

(in thousands)

Election Purpose	Authorized Amount	Previously Issued	The Bonds⁽¹⁾	Unissued
1993 Library Mobile and Portable Facilities	\$ 570	\$ -	\$ -	\$ 570
1997 Parks and Recreation	37,860	37,860	-	-
2003 Erosion Control	1,900	-	-	1,900
2003 Streets	83,635	83,635	-	-
2003 Traffic Management	400	-	-	400
2005 Park and Recreation	13,600	13,600	-	-
2008 Parks and Recreation	15,500	15,500	-	-
2008 Streets	103,735	91,635	12,100	-
2008 Library	500	500	-	-
2008 Fire	9,090	9,090	-	-
2008 Johnson Creek	12,000	-	-	12,000
2014 Streets	160,130	-	17,455	142,675
2014 Parks and Recreation	60,000	791	6,450	52,759
2014 Fire	9,780	-	-	9,780
2014 Library	6,090	-	45	6,045
Total	\$ 514,790	\$ 252,611	\$ 36,050	\$ 226,129

Source: City of Arlington Finance Department.

⁽¹⁾ Preliminary, subject to change.

DEBT INFORMATION

Information on the City’s indebtedness is presented in the following tables. Included is information on key debt ratios, rapidity of principal retirement and selected debt service schedules.

In addition to the currently outstanding ad valorem tax-supported debt previously issued by the City, the City has also issued certain combination ad valorem tax and revenue supported debt and has incurred contractual and other indebtedness and liabilities payable from ad valorem taxation. Additionally, the City has issued revenue bonds and other indebtedness payable from specific pledged revenues. Various other political subdivisions, which overlap all or a portion of the area of the City are also empowered to incur debt to be paid from revenues raised or to be raised through taxation.

Table 3 - Key Debt Ratios

Fiscal Year	Estimated Population⁽¹⁾	Estimated Taxable Valuation⁽²⁾	Tax - Supported Principal	Ratio of Tax-Supported Debt	
			Year Ended September 30⁽³⁾	Per Capita	To Assessed Valuation
2007	364,300	\$ 16,793,424,763	\$ 223,965,822	\$ 615	1.33%
2008	369,150	17,591,230,061	325,807,010	883	1.85%
2009	370,450	18,246,819,671	299,291,666	808	1.64%
2010	365,438	18,251,104,674	335,210,885	917	1.84%
2011	365,530	17,179,112,308	323,860,825	886	1.89%
2012	365,860	17,323,444,005	315,941,350	864	1.82%
2013	365,930	17,677,891,333	308,178,549	842	1.74%
2014	369,508	18,088,406,989	322,944,724	874	1.79%
2015	369,592	18,905,765,829	323,590,000	876	1.71%
2016	370,367	19,548,821,241	342,625,000 ⁽⁴⁾	925	1.75%

Source: City of Arlington Finance Department.

⁽¹⁾ Population estimates are based on percent of occupancy in available residences and census data.

⁽²⁾ Estimated taxable valuation is obtained from Tarrant County Appraisal District and the City Finance Department.

⁽³⁾ Includes self-supporting debt. See “Table 5 – Computation of Self-Supporting Debt. If revenues or other available funds of the City are not sufficient to pay the self-supporting debt, the City will be obligated to assess an ad valorem tax to pay the difference.

⁽⁴⁾ Includes the Obligations. Preliminary, subject to change.

Table 4 – PRO FORMA DEBT SERVICE REQUIREMENTS

The following schedule sets forth the principal and interest requirements on the City’s outstanding debt payable from ad valorem taxation pledged thereto.

Fiscal Year Ended	Existing Debt Service		The Bonds ⁽¹⁾		The Certificates ⁽²⁾		Less: Self-Supporting Debt ⁽³⁾		Total Debt Service Requirements	% of Principal Retired	Fiscal Year Ended
9/30	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest			9/30
2016	\$ 31,985,000	\$ 12,066,760	\$ -	\$ -	\$ -	\$ -	\$ 4,873,180	\$ 2,231,394	\$ 36,947,186		2016
2017	30,215,000	10,920,590	1,810,000	1,001,637	845,000	467,475	4,998,963	2,427,493	37,833,246		2017
2018	26,150,000	9,939,706	1,810,000	790,513	845,000	368,938	3,829,380	2,152,598	33,922,178		2018
2019	24,740,000	8,893,523	1,810,000	763,363	845,000	356,263	3,676,766	1,982,506	31,748,876		2019
2020	21,865,000	7,953,963	1,810,000	736,213	845,000	343,588	2,635,525	1,836,608	29,081,629	42.84%	2020
2021	20,150,000	7,078,453	1,810,000	709,063	845,000	330,913	2,705,525	1,729,823	26,488,079		2021
2022	18,885,000	6,250,724	1,810,000	672,863	845,000	314,013	2,726,775	1,615,968	24,434,856		2022
2023	17,725,000	5,497,483	1,810,000	636,663	845,000	297,113	2,791,775	1,508,474	22,511,008		2023
2024	16,635,000	4,756,310	1,810,000	600,463	845,000	280,213	2,866,775	1,390,307	20,669,903		2024
2025	15,570,000	4,063,938	1,810,000	564,263	845,000	263,313	2,946,775	1,274,482	18,895,255	71.60%	2025
2026	15,645,000	3,450,546	1,810,000	528,063	845,000	246,413	3,031,775	1,160,439	18,332,808		2026
2027	15,135,000	2,937,136	1,805,000	491,863	845,000	229,513	3,116,775	1,040,826	17,285,910		2027
2028	14,415,000	2,327,276	1,805,000	455,763	845,000	212,613	3,211,775	916,963	15,931,914		2028
2029	12,185,000	1,815,235	1,805,000	419,663	845,000	195,713	3,301,775	798,200	13,165,635		2029
2030	10,315,000	1,413,350	1,805,000	379,050	845,000	176,700	3,396,775	673,602	10,863,724	91.95%	2030
2031	9,315,000	1,063,144	1,805,000	324,900	845,000	151,350	3,491,775	536,680	9,475,939		2031
2032	8,395,000	742,100	1,805,000	270,750	840,000	126,000	3,592,550	392,725	8,193,575		2032
2033	6,895,000	444,900	1,805,000	216,600	840,000	100,800	3,702,550	241,402	6,358,348		2033
2034	3,765,000	198,600	1,805,000	162,450	840,000	75,600	1,237,550	84,992	5,524,108		2034
2035	1,600,000	56,000	1,805,000	108,300	840,000	50,400	709,800	42,588	3,707,312	99.91%	2035
2036	-	-	1,805,000	54,150	840,000	25,200	709,800	21,294	1,993,256	100.00%	2036
	<u>\$ 321,585,000</u>	<u>\$ 91,869,735</u>	<u>\$ 36,150,000</u>	<u>\$ 9,886,587</u>	<u>\$ 16,875,000</u>	<u>\$ 4,612,125</u>	<u>\$ 63,554,339</u>	<u>\$ 24,059,362</u>	<u>\$ 393,364,746</u>		

⁽¹⁾ Calculated at a rate of 2.497% for illustration purposes only. Preliminary, subject to change.

⁽²⁾ Calculated at a rate of 2.497% for illustration purposes only. Preliminary, subject to change.

⁽³⁾ Self-supporting debt includes a portion of the Permanent Improvement Refunding Bonds, Series 2005, the Combination Tax and Tax Increment Reinvestment Zone Revenue Certificates of Obligation, Series 2008B, a portion of the Combination Tax and Revenue Certificates of Obligation 2009A and 2009B, the Combination Tax and Revenue Certificates of Obligation, Series 2010, a portion of the Permanent Improvement Refunding Bonds, Series 2011B, a portion of the Combination Tax and Revenue Certificates of Obligation 2014, Permanent Improvement Refunding Bonds, Series 2015B, a portion of the 2016 Permanent Improvement Refunding Bonds, and a portion of the Combination Tax and Revenue Certificates of Obligation, Series 2016B. To the extent that such revenues are insufficient to pay debt service on obligation, the City will be required to levy an ad valorem tax.

Table 5 - Computation of Self-Supporting Debt ⁽¹⁾

Hotel Occupancy Tax Revenue

Gross Hotel Occupancy Tax Revenues for FYE 9/30/15	\$ 7,854,866
Debt Service Requirements for Convention Center portion of 2005 & 2015B bonds, FY 2016	1,287,589
Percent of Tax Increment Self-Supporting	100%

Water and Wastewater System (WWS) Revenues

Revenue Available for Debt Service from WWS Revenues, FYE 9/30/15	\$ 44,353,000
Less: Revenue Bond requirements, FY 2016	16,238,104
Balance Available for Other Purposes	<u>28,114,896</u>
Debt Service Requirements for Water for Portions of the 2011B Bonds, FY2016	63,229
Percentage of Water and Wastewater System CO Debt, Self-Supporting	100%

Tax Incremental Reinvestment Zone 5 (TIRZ 5) ⁽²⁾

Revenue Available for Debt Service from TIRZ 5, FY 2015	970,343
Debt Service Requirements 2008B CO and PIB 2016 allocated to TIRZ 5, FY 2016	2,578,863
Percentage of TIRZ 5 Obligations Self-Supporting	38%

Tax Increment Reinvestment Zone 4 (TIRZ 4)

Beginning Fund Balance TIRZ 4, 10/1/14	\$ 2,784,077
Tax Revenue TIRZ 4, FY 2015	2,125,232
Total Balance Available for Debt Service FY2015	<u>4,909,309</u>
Debt Service Requirement for 2010 CO and 2014 CO portion allocated to TIRZ 4, FY 2016	1,803,764
Percentage of TIRZ 4 Obligations Self-Supporting	100%

Park Performance Fund (PPF) Revenues

Revenue Available for Debt Service from PPF Revenues, FYE 9/30/15	\$ 9,619,391
Debt Service Requirements for PPF Portion of PIB 2005 & 2015B, FY 2016	777,633
Percentage of Park Performance Fund Portion of PIB 2005 and 2015B Debt, Self-Supporting	100%

Airport General Gas Lease Fund Revenues

Revenue Available for Debt Service from Airport General Gas Lease Revenues, FYE 9/30/15	\$ 175,000
Debt Service Requirements for Airport Portion of 2009A and B CO, FY 2016	593,496
Percentage of Airport Portion of CO 2009A and B Debt, Self-Supporting	29%

Total Debt Service Requirements, FY 2016	<u><u>\$ 7,104,574</u></u>
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⁽¹⁾ If funds are not sufficient for any of the below debt service payments, the City will be obligated to assess an ad valorem tax to pay the difference.

⁽²⁾ The interest and sinking fund tax rate was established with the expectation that the shortfall would be funded from funds on deposit in the Debt Service Fund.

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Table 6 - Tax Adequacy ⁽¹⁾

The following analysis assumes 98 percent collection of ad valorem taxes levied against the City's fiscal year 2016 Net Assessed Valuation.

Tax Adequacy		
Average Annual Requirement (2016 - 2035)	\$	18,731,655
A tax rate of \$0.0978 per \$100 assessed valuation produces		18,731,655
Average Annual Requirement (10 year) (2016 - 2025)	\$	28,253,222
A tax rate of \$0.1475 per \$100 assessed valuation produces		28,253,222
Maximum Annual Requirement (2017)	\$	37,833,246
A tax rate of \$0.1975 per \$100 assessed valuation produces		37,833,246

⁽¹⁾ Amounts do not include self-supporting debt. Includes the Obligations. Preliminary, subject to change.

ESTIMATED OVERLAPPING DEBT

The following table indicates the indebtedness, defined as outstanding obligations payable from ad valorem taxes, of governmental entities within which the City is located or with which taxable property is jointly levied against, and the estimated percentages and amounts of such indebtedness attributable to taxable property within the City. Such figures do not indicate the tax burden levied by the applicable taxing jurisdictions for operation and maintenance purposes. Furthermore, certain of the entities listed may have issued additional obligations payable from ad valorem taxes since the date stated in the table, and such entities may have programs requiring the issuance of substantial additional amounts of indebtedness, the amount of which cannot be determined.

Overlapping Debt

Taxing Jurisdiction	Total Tax Supported Debt		Amount Overlapping
	as of 5/24/2016 ⁽¹⁾	Percent	
Arlington ISD	\$ 759,612,485	76.88%	\$ 583,990,079
Ft. Worth ISD	782,490,000	0.52%	4,068,948
Hurst-Euless-Bedford ISD	274,883,170	0.99%	2,721,343
Kennedale ISD	40,509,449	52.96%	21,453,804
Mansfield ISD	787,170,000	28.86%	227,177,262
Tarrant Co	361,420,000	13.94%	50,381,948
Tarrant Co College Dist	-	13.86%	-
Tarrant Co Hosp Dist	21,595,000	13.91%	3,003,865
Viridian Municipal Management District	39,850,000	100.00%	39,850,000
Total Net Overlapping Debt			<u>\$ 932,647,249</u>
Arlington, City of ⁽²⁾	374,610,000	100.00%	<u>\$ 374,610,000</u>
Total Direct and Overlapping Debt			\$ 1,307,257,249
Total Direct and Overlapping Debt % of AV			7.08%
Total Direct and Overlapping Debt Per Capita			\$ 3,537

⁽¹⁾ Source: Municipal Advisory Council, net debt outstanding per representative of each jurisdiction.

⁽²⁾ Includes the Obligations and includes self-supporting debt. Preliminary, Subject to change.

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TAX-SUPPORTED CAPITAL IMPROVEMENT PROGRAM

The City's Capital Improvement Program ("CIP") provides for multi-year improvements to the City's public facilities along with the means of financing these improvements. The City's Capital Improvement Program is prepared annually and primarily enabled by recent bond election results. The City's most recent permanent improvement bond election, totaling \$236,000,000, was held on November 4, 2014 with all propositions passing. The propositions on the ballot included \$160,130,000 for Public Works; \$60,000,000 for Parks; \$9,780,000 for Fire; and \$6,090,000 for Libraries. Combined with the authorized but unissued bonds from prior elections and upon the issuance of the Bonds, the City has \$226,129,000 in unissued permanent improvement bonding authority.

The approved CIP is the result of a process that balances the need for public facilities against the fiscal capability of the City to provide for those needs. The City's tax-supported CIP for fiscal year 2016 will be approximately \$52,850,000. The projects include funds for fire improvements, library improvements, parks and recreation and for public works and transportation.

FINANCIAL INFORMATION

Basis of Accounting and Accounting Structure

The accounting records of the City are maintained on the modified accrual basis of accounting for the General Fund, Special Revenue Funds, Capital Projects Funds and Trust and Agency Funds and on the accrual basis of accounting for the Enterprise Funds, and the Internal Service Funds. In general, under the modified accrual basis of accounting, revenues are recorded as received in cash except for material revenues considered to be both measurable and available to finance current year appropriations, which are recognized as revenue when earned. Expenditures are recorded in the period in which liabilities are incurred. Under the accrual basis of accounting, revenues are recorded when earned and expenses are recorded when liabilities are incurred without regard to receipts or disbursements of cash.

Certificate of Achievement

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Arlington for its Comprehensive Annual Financial Report (CAFR) for the year ended April 30, 1966 and then annually from 1977 to 2003 and 2005 to 2014. The City has also received GFOA's Award for Distinguished Budget Presentation for fiscal years 1986 through 2014.

ACCOUNTING STANDARDS

The basic financial statements are prepared in conformity with GAAP which requires the government-wide financial statements to be prepared using the accrual basis of accounting and the economic resources measurement focus. Government-wide financial statements do not provide information by fund, but distinguish between the City's governmental activities and activities of its discretely presented component units on the statement of net assets and statement of activities. Significantly, the City's statement of net assets includes both non-current assets and non-current liabilities of the City. In addition, the government-wide statement of activities reflects depreciation expenses on the City's capital assets, including infrastructure.

In addition to the government-wide financial statements, the City has prepared fund financial statements, which continue to use the modified accrual basis of accounting and the current financial resources measurement focus for governmental funds. Accordingly, the accounting and financial reporting of the City's governmental funds is similar to that previously presented in the City's financial statements, although the format of financial statements has been modified by Statement No. 34. The accrual basis of accounting and the economic resources measurement focus is utilized by proprietary fund types and the pension trust fund. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred.

GAAP also requires supplementary information presented as Management's Discussion and Analysis which includes an analytical overview of the City's financial activities. In addition, a budgetary comparison schedule is presented that compares the originally adopted and final General Fund budget with actual results

Measurement Focus and Basis of Accounting

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund and fiduciary fund statements. Agency funds, however, report only assets and liabilities and therefore have no measurement focus. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Government fund level financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collected within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenue to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting, except debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, which are recorded only when the liability has matured and payment is due.

Ad valorem, franchise and sales tax revenues in the General Fund and ad valorem tax revenues recorded in the Debt Service Fund are recognized under the susceptible to accrual concept. The City has agreements with various entities in which a portion of the sales tax is rebated. The sales tax revenue is reported net of the rebate. Licenses and permits, charges for services, fines and forfeitures, contributions, and miscellaneous revenues are recorded as revenues when received in cash as the resulting receivable is not measurable. Investment earnings are recorded as earned since they are measurable and available. In applying the susceptible to accrual concept to intergovernmental revenues, the legal and contractual requirements of the numerous individual programs are used as guidance. Intergovernmental grant revenues are recognized when all eligibility requirements have been met. Additionally, funds received in advance for which all eligibility requirements have not been met are considered deferred revenue.

Business-type activities and all proprietary funds, and the pension trust fund are accounted for on a flow of economic resources measurement focus. With this measurement focus, all assets and liabilities associated with the operation of these funds are included on the balance sheet. Proprietary fund-type operating statements present increases (e.g., revenues) and decreases (e.g., expenses) in net total assets. Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's water and sewer fund are charges to customers for sales and services. Operating expenses for the enterprise fund and internal service funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

Private-sector standards of accounting and financial reporting issued prior to December 1, 1989, generally are followed in both the government-wide business-type activities and proprietary fund financial statements to the extent that those standards do not conflict with or contradict guidance of the Governmental Accounting Standards Board. Governments also have the option of following subsequent private-sector guidance for their business-type activities and enterprise funds, subject to this same limitation. The government has elected not to follow subsequent private-sector guidance.

The following major funds are used by the City:

1. Governmental Funds:

The focus of Governmental fund measurement (in the Fund Financial Statements) is upon determination of financial position and changes in financial position (sources, uses, and balances of financial resources) rather than upon net income. The following is a description of the governmental funds of the City:

- a. General Fund accounts for several of the City's primary services (Public Safety, Public Works, Public Health, Public Welfare, Parks and Recreation, etc.) and is the primary operating unit of the City.
- b. Debt Service Fund accounts for the resources accumulated and payments made for principal and interest on long-term general obligation debt of governmental funds.
- c. Stadium Venue Fund, a capital project fund, accounts for the planning, acquisition, establishment, development, and construction of the Dallas Cowboys Complex Development Project. Funds are provided primarily through bond sales and interest earnings.
- d. Street Capital Projects Fund accounts for the purchase of rights of way and land, construction of streets and related facilities, and to account for various other projects related to street construction. Funds are provided primarily through bond sales, interest earnings, and impact fees.
- e. Other Governmental Funds is a summarization of all of the nonmajor governmental funds.

2. Enterprise Funds:

The focus of Enterprise Fund measurement is upon determination of operating income, changes in net assets, financial position, and cash flows, which is similar to businesses. The City's Enterprise Funds are the Water and Sewer Fund and the Storm Water Utility Fund. The Water and Sewer Fund accounts for the administration, operation and maintenance of the water and sewer utility system, and the billing and collection activities. The Fund also accounts for the accumulation of resources for, and the payment of, long-term debt principal and interest for revenue bonds and obligations under capital leases when due throughout the year. All costs are financed through charges made to utility customers with rates reviewed regularly and adjusted if necessary to ensure integrity of the Fund. The City's solid waste function is contracted out. The billings for this function are done by the City as a conduit for the contractor. The fee for this service is accounted for in the Water fund, while revenues from landfill fees are accounted for in the General Fund. The Storm Water Utility Fund accounts for the design, construction and maintenance of the City's storm water drainage systems. This Fund was previously set up as a capital project fund and was converted to an enterprise fund in Fiscal Year 2009.

3. Other Fund Types:

The City additionally reports for the following Fund types:

- a. Internal Service Funds are used to account for the financing of goods or services provided by one department or agency to other departments or agencies of the City, generally on a cost reimbursement basis. These services include printing, mailing and duplicating; fleet services; self insurance; technology services; workers' compensation insurance; and group health Insurance.
- b. Agency Funds are used to account for assets held by the City in an agency capacity for payroll related benefits, escheat property for the state, and other assets held for individuals, local law enforcement agencies and developers.
- c. Pension Trust Funds are used to account for the accumulation of resources to be used for the retirement and disability benefit payments to qualified City employees and for thrift savings plans for City employees.

GENERAL FUND REVENUES AND EXPENDITURES

The General Fund is the primary operating Fund maintained by the City to account for revenue derived from City-wide ad valorem taxes, other local taxes, licenses, fees, permits, and certain other miscellaneous revenues. General Fund expenditures are the cost of general City government. The following is a discussion of the General Fund revenue structure and major classifications of General Fund expenditures.

CERTAIN OPERATIONS OF THE GENERAL FUND

The General Fund of the City is that accounting entity which is used to account for all transactions which are not accounted for in another fund and which, specifically, receives all revenues and records all expenditures relating to the ordinary operations of general government. Other major funds of the City are the Special Revenue Funds, the Capital Project Funds, the Enterprise Funds, and the Debt Service Funds.

Summaries for fiscal years 2011 to 2015 have been compiled from the audited financial statements included in the Comprehensive Annual Financial Reports of the City. These unaudited summaries should be read in conjunction with their related audited financial statements and notes. For the fiscal year ended September 30, 2015, the General Fund had revenues less than expenditures and transfers by \$549,000 or - 0.28% percent of General Fund revenues, leaving a General Fund balance at September 30, 2015, of \$56,023. The following table presents a comparison of the City's General Fund balance for fiscal years 2011 to 2015.

Table 7 - General Fund Revenue and Expenditure History
(amounts in thousands)

	Fiscal Years Ended September 30,				
	2015	2014	2013	2012	2011
Beginning Fund Balance	\$ 56,191	\$ 56,740	\$ 63,497	\$ 66,775	\$ 66,567
Revenues					
Taxes	136,722	131,794	131,069	126,158	122,816
Franchise Fees	26,477	26,970	25,550	25,600	27,260
Service Charges	5,359	5,345	5,100	5,355	6,904
Interest	1,754	1,842	1,909	2,168	2,009
All Other	31,269	31,805	30,562	30,875	30,281
Total Revenues	\$ 201,581	\$ 197,756	\$ 194,190	\$ 190,156	\$ 189,270
Expenditures					
Total Expenditures	\$ 208,798	\$ 206,056	\$ 205,802	\$ 198,279	\$ 189,505
Net Expenditures Over (Under)					
Expenditures	(7,217)	(8,300)	(11,612)	(8,123)	(235)
Other Financing Sources					
Issuance of Capital Leases					
Operating Transfers	9,049	7,751	4,855	4,845	443
Ending Fund Balance	\$ 58,023	\$ 56,191	\$ 56,740	\$ 63,497	\$ 66,775
General Fund Balance as a					
Percent of General Fund Expenditures	27.79%	27.27%	27.57%	32.02%	35.24%

Source: Audited Financial Statements.

The following table shows the City’s estimated revenues and budgeted expenditures for fiscal year 2016, as reported in the adopted Budget.

**Table 8 - DEBT SERVICE FUND BUDGET
Fiscal Year 2016**

Beginning Balance	\$ 2,914,116
Property Tax Revenue	39,213,792
Interest Revenue	77,593
Premium on Bond Issuance	120,000
Transfers In ⁽¹⁾	<u>5,211,881</u>
Total Available for Debt Service	47,537,382
Debt Service Expenditures	<u>(44,782,042)</u>
Estimated Ending Fund Balance	<u><u>\$ 2,755,340</u></u>

Source: City of Arlington Finance Department

⁽¹⁾ Includes transfers to the Debt Service Fund from the Convention and Event Service Fund, Park Performance Fund, TIRZ 5, TIRZ 4, Airport General Gas Lease Fund, and Water and Wastewater surplus revenues.

TAX DATA

General

A major source of operational revenue and funds for tax-supported debt service payments is the receipts from ad valorem taxation. The following is a recapitulation of (1) the authority for taxation, including methodology, limitations, remedies and procedures; (2) historical analysis of collection and trends of tax receipts and provisions for delinquencies; and (3) an analysis of (a) the base, (b) the principal taxpayers, and (c) other ad valorem taxation that may compete with the City's tax collections. Additionally, sales tax, hotel occupancy tax and short term motor vehicle rental tax authority and collections are described.

Authority for Ad Valorem Taxation

Article XI, Section 5 of the Texas Constitution, applicable to cities of more than 5,000 in population, limits the ad valorem tax rate to \$2.50 per \$100 assessed valuation for all city purposes and makes no allocation of such tax rate between debt service requirements and expenses of general city government. The City operates under a Home Rule Charter that adopts these provisions of the Constitution. For fiscal year 2016, the Council has levied a tax rate equal to \$0.6480 per \$100 assessed valuation of which \$0.2127 was allocated to pay debt service on outstanding tax-supported Bonds and notes. See “Table 9 - Tax Rate Distribution and Collection Ratios.”

Effective Tax Rate and Rollback Tax Rate

Before the later of September 30 or the 60th day after the date the certified appraisal roll is received by the City, the City Council must adopt a tax rate per \$100 taxable value for the current year. If the City Council does not adopt a tax rate by such required date the tax rate for that tax year is the lower of the effective tax rate calculated for that tax year or the tax rate adopted by the City for the preceding tax year. The tax rate consists of two components: (1) a rate for funding of maintenance and operation expenditures, and (2) a rate for debt service.

Under the Property Tax Code, the City must annually calculate and publicize its “effective tax rate” and “rollback tax rate”. A tax rate cannot be adopted by the City Council that exceeds the lower of the rollback tax rate or the effective tax rate until two public hearings have been held on the proposed tax rate following notice of such public hearings (including the requirement that notice be posted on the City’s website if the City owns, operates or controls an internet website and public notice be given by television if the City has free access to a television channel) and the City Council has otherwise complied with the legal requirements for the adoption of such tax rate. If the adopted tax rate exceeds the rollback tax rate the qualified voters of the City by petition may require that an election be held to determine whether or not to reduce the tax rate adopted for the current year to the rollback tax rate.

“Effective tax rate” means the rate that will produce last year’s total tax levy (adjusted) from this year’s total taxable values (adjusted). “Adjusted” means lost values are not included in the calculation of last year’s taxes and new values are not included in this year’s taxable values.

“Rollback tax rate” means the rate that will produce last year’s total maintenance and operations tax levy (adjusted) from this year’s values (adjusted) multiplied by 1.08 plus a rate that will produce this year’s debt service from this year’s values (unadjusted) divided by the anticipated tax collection rate.

The Property Tax Code provides that certain cities and counties in the State may submit a proposition to the voters to authorize an additional one-half cent sales tax on retail sales of taxable items. If the additional sales tax is levied, the effective tax rate and the rollback tax rate calculations are required to be offset by the revenue that will be generated by the sales tax in the current year.

Reference is made to the Property Tax Code for definitive requirements for the levy and collection of ad valorem taxes and the calculation of the various defined tax rates.

Property Subject to Taxation

All real property and tangible personal property in the City is subject to taxation except for certain mandated and discretionary exemptions granted pursuant to State law and Title I of the Texas Tax Code (the "Property Tax Code"). The Property Tax Code mandates exemption of public property, property exempt by federal law from ad valorem taxes, household goods, personal effects of an individual, and certain property of religious and charitable organizations, schools, and disabled veterans. Under Article VIII, Section 1-b, and State law, the governing body of a political subdivision, at its option, may grant an exemption of not less than \$3,000 of the market value of the residence homestead of persons 65 years of age or older and the disabled from all ad valorem taxes thereafter levied by the political subdivision. Once authorized, such exemption may be repealed or decreased or increased in amount (i) by the governing body of the political subdivision or (ii) by a favorable vote of a majority of the qualified voters at an election called by the governing body of the political subdivision, which election must be called upon receipt of a petition signed by at least 20% of the number of qualified voters who voted in the preceding election of the political subdivision. In the case of a decrease, the amount of the exemption may not be reduced to less than \$3,000 of the market value.

The surviving spouse of an individual who qualifies for the foregoing exemption for the residence homestead of a person 65 or older (but not the disabled) is entitled to an exemption for the same property in an amount equal to that of the exemption for which the deceased spouse qualified if (i) the deceased spouse died in a year in which the deceased spouse qualified for the exemption, (ii) the surviving spouse was at least 55 years of age at the time of the death of the individual's spouse and (iii) the property was the residence homestead of the surviving spouse when the deceased spouse died and remains the residence homestead of the surviving spouse. The Council currently exempts up to \$60,000 of the appraised value of such residential homesteads. The FYE 2015 tax rolls reflect the Council granting persons 65 years of age and older, disabled persons and disabled veterans exemptions totaling \$1,102,411,713.

Article VIII, Section 1-b of the Texas Constitution provides the City with the authority to exempt a percentage of the market value of residential homesteads. The percentage may not exceed 20 percent in FY 2008 and each subsequent year. Where an ad valorem tax has previously been pledged for the payment of debt, the Council may continue to levy and collect the tax against the value of the exempt homesteads until the debt is discharged if the cessation of the levy would impair the obligation. The Council granted 20 percent residential homestead exemptions on the FY 2015 tax roll, which totaled \$1,890,914,407 or 19 percent of the FY 2015 taxable assessed valuation. Senate Joint Resolution 1 ("SJRI"), passed during the 84th Texas Legislature, authorized a constitutional amendment to allow the Legislature to prohibit a municipality that adopts an optional homestead exemption from reducing or repealing the amount of the exemption. SJRI was approved by the voters in the November 2015 Constitutional election, and Senate Bill 1, also passed during the 84th Texas Legislature, prohibits municipalities from reducing or repealing the amount of their optional homestead exemption that was in place for the 2014 tax year for a period running through December 31, 2019. In addition, \$50,954,982 of value was reduced from the FY 2015 tax rolls in accordance with State law to reflect value of agricultural land based upon production rather than market value.

Article VIII of the Texas Constitution provides that eligible owners of both agricultural land (Section 1-d) and open-space land (Section 1-d-1), including open-space land devoted to farm or ranch purposes or open-space land devoted to timber production, may elect to have such property appraised for property taxation on the basis of its productive capacity. The same land may not be qualified under both Section 1-d and 1-d-1.

Nonbusiness personal property, such as automobiles or light trucks, are exempt from ad valorem taxation unless the governing body of a political subdivision elects to tax this property. Boats owned as nonbusiness property are exempt from ad valorem taxation.

Article VIII, Section 1-n of the Texas Constitution provides for the exemption from taxation of "goods-in-transit." Under Section 11.253 of the Texas Tax Code, "Goods-in-Transit" are exempt from taxation unless a taxing unit opts out of the exemption. The City did opt out. Goods-in-Transit are defined as tangible personal property that: (i) is acquired in or imported into the state to be forwarded to another location in the state or outside the state; (ii) is detained at a location in the state in which the owner of the property does not have a direct or indirect ownership interest for assembling, storing, manufacturing, processing, or fabricating purposes by the person who acquired or imported the property; (iii) is transported to another location in the state or outside the state not later than 175 days after the date the person acquired the property in or imported the property into the state; and (iv) does not include oil, natural gas, petroleum products, aircraft, dealer's motor vehicle inventory, dealer's vessel and outboard motor inventory, dealer's heavy equipment inventory, or retail manufactured housing inventory.

Section 23.83 of the Property Tax Code allows taxes to be deferred on property that is restricted to scenic use. Deferrals were first claimed under this section in 1990. The FY 2015 tax roll reveals an exempt value of \$8,344,115 due to scenic deferrals.

State law and Section 2, Article VIII, mandate an additional property tax exemption for disabled veterans or the surviving spouse or children of a deceased veteran who died while on active duty in the armed forces; the exemption applies to either real or personal property with the amount of assessed valuation exempted ranging from \$5,000 to a maximum of \$12,000 depending upon the degree of disability or whether the exemption is applicable to a surviving spouse or children. Notwithstanding the foregoing, a disabled veteran who receives from the United States department of Veterans Affairs or its successor 100% disability compensation due to a service-connected disability and a rating of 100% disabled or of individual unemployability is entitled to an exemption from taxation of the total appraised value of the veteran's residence homestead.

A partially disabled veteran or the surviving spouse of a partially disabled veteran is entitled to an exemption equal to the percentage of the veteran's disability, if the residence was donated at no cost to the veteran by a charitable organization.

The surviving spouse of a member of the armed forces who is killed in action is entitled to a property tax exemption for all or part of the market value of such surviving spouse's residence homestead, if the surviving spouse has not remarried since the service member's death and said property was the service member's residence homestead at the time of death. Such exemption is transferable to a different property of the surviving spouse, if the surviving spouse has not remarried, in an amount equal to the exemption received on the prior residence in the last year in which such exemption was received. House Joint Resolution 75 ("HJR75"), passed during the 84th Texas legislature, proposed a constitutional amendment that allows the Legislature to provide for an exemption from ad valorem taxation of all or part of the market value of the residence homestead of the surviving spouse of a 100 percent or totally disabled veteran and who would have had qualified for the full exemption before the law authorizing a residence homestead exemption took effect. The proposition authorized by HJR75 was approved by voters in the November 2015 constitutional election. As such, the surviving spouse of a totally disabled veteran who died on or before January 1, 2010 and who would have qualified for the full exemption on the homestead's entire value if it had been available at that time, will be entitled to an exemption from ad valorem taxation of all or part of the market value of the residence homestead if the spouse has not remarried.

Temporarily located inventory can be taxed on a local option basis. To continue taxation of this so called "freeport" property, the governing body of a taxing entity, such as the Council, was required to take action prior to January 1, 1990. The Council adopted an ordinance, which allowed for the continued taxation of "freeport" property for 1990 and subsequent years. On January 13, 1998, the Council repealed the aforementioned ordinance, which has the effect of exempting "freeport" property from taxation effective January 1, 1999. This exemption is irrevocable under current State law. The amount of "freeport" assessed value subject to exemption for the FY 2015 tax roll is \$1,429,192,809, with \$588,579,406 actually exempt. A taxpayer may receive only one of the Freeport exemptions or the goods-in-transit exemptions for items of personal property.

Cities are also authorized, pursuant to Chapter 380, Texas Local Government Code ("Chapter 380") to establish programs to promote state or local economic development and to stimulate business and commercial activity in the City. In accordance with a program established pursuant to Chapter 380, the City may make loans or grant of public funds for economic development purposes; however, no obligations secured by ad valorem taxes may be issued for such purposes unless approved by voters of the City.

Under Article VIII and State law, the governing body of a county, municipality or junior college district, may freeze the total amount of ad valorem taxes levied on the residence homestead of a disabled person or persons 65 years of age or older to the amount of taxes imposed in the year such residence qualified for such exemption. Also, upon receipt of a petition signed by five percent of the registered voters of the county, municipality or junior college district, an election must be held to determine by majority vote whether to establish such a limitation on taxes paid on residence homesteads of persons 65 years of age or who are disabled. Upon providing for such exemption, such freeze on ad valorem taxes is transferable to a different residence homestead. Also, a surviving spouse of a taxpayer who qualifies for the freeze on ad valorem taxes is entitled to the same exemption so long as the property was the residence homestead of the surviving spouse when the deceased spouse died and remains the residence homestead of the surviving spouse and the spouse was at least 55 years of age at the time of the death of the individual's spouse. If improvements (other than repairs or improvements required to comply with governmental requirements) are made to the property, the value of the improvements is taxed at the then current tax rate, and the total amount of taxes imposed is increased to reflect the new improvements with the new amount of taxes then serving as the ceiling on taxes for the following years. Once established, the tax rate limitation may not be repealed or rescinded. The City can make no representations or predictions concerning the impact such tax limitation would have on the City's tax rate, financial condition or ability to make debt service payments

Chapter 311 of the Texas Tax Code allows the Council to designate reinvestment zones and to enter into tax abatement agreements with property owners within these zones. The abatement value loss on the FY 2015 tax roll is \$362,509,416.

Tax Increment Financing Districts

The City and the other taxing bodies within its territory may agree to jointly create tax increment financing zones, under which the tax values on property in the zone are "frozen" at the value of the property at the time of creation of the zone. Other overlapping taxing units may agree to contribute all of part of future ad valorem taxes levied and collected against the value of property in the zone in excess of the "frozen value" to pay or finance the costs of certain public improvements in the zone. The difference between any increase in the assessed valuation of taxable real property in the TIF in excess of the base value of taxable real property in the TIF is known as the "Incremental Value," and during the existence of the TIFs, taxes levied by the City against the Incremental Value in the TIFs are restricted to paying project and financing costs within the TIFs and are not available for the payment of other obligations of the City, except for obligations that are expressly secured from the Incremental Value within a particular zone.

The City Council adopted an ordinance on November 3, 1998, establishing a tax increment financing district (the "TIF District #1") encompassing approximately 533 acres in the City's downtown area. TIF District #1 took effect on January 1, 1999 and will terminate on December 31, 2018. The City Council can terminate the TIF District at an earlier date by subsequent ordinance. The taxable value for the TIF for the fiscal year ended September 30, 2015 was approximately \$77,584,395 more than the taxable value in the TIF during the year in which it was created.

The City Council adopted an ordinance on September 27, 2005, establishing a tax increment financing district (the “TIF District #2”) encompassing approximately 2,000 acres in the northeast quadrant of the City. TIF District #2 took effect on January 1, 2006 and was dissolved by the City Council on March 27, 2007. TIF District #2 was replaced by TIF District #6.

The City Council adopted an ordinance on November 8, 2005, establishing a tax increment financing district (the “TIF District #4”) encompassing approximately 320 acres in the City’s south central area. TIF District #4 took effect on January 1, 2005 and will terminate on December 31, 2025. The taxable value for the TIF for the fiscal year ended September 30, 2015 was approximately \$198,040,849 more than the taxable value in the TIF during the year in which it was created.

The City Council adopted an ordinance on December 19, 2006, establishing a tax increment financing district (the TIF District #5 Entertainment District”) encompassing 2,187 acres generally defined by Lamar Boulevard to the north, the Union Pacific Railroad to the south, State Highway 360 to the east and Collins Street to the west. TIF District #5 Entertainment District took effect on January 1, 2007 and will terminate on December 31, 2036. The taxable value for the TIF for the fiscal year ended September 30, 2015 was approximately \$125,572,702 more than the taxable value in the TIF during the year in which it was created.

The City Council adopted an ordinance on December 18, 2007, establishing a tax increment financing district (the “TIF District #6”) encompassing approximately 2,000 acres in the northeast quadrant of the City. The TIF District took effect on January 1, 2007 and will terminate on December 31, 2036. The taxable value for the TIF for the fiscal year ended September 30, 2015 was approximately \$125,853,037 more than the taxable value in the TIF during the year in which it was created.

Appraisal of Taxable Property

The Property Tax Code established a county-wide appraisal district in each county of the State. Each appraisal district assumes the responsibility of appraising all taxable property and preparing and certifying the tax rolls for each unit of government that levies ad valorem tax in that county. The appraisal of property within the City is the responsibility of the Tarrant Appraisal District. Under the 1981 amendment to the Property Tax Code, the City is now entitled to vote, in the proportion to its taxes levied in Tarrant County, in selecting the governing board of appraisal district. In determining market value of property, different methods of appraisal may be used, including the cost method of appraisal, the income method of appraisal and the market data comparison method of appraisal, and the method considered most appropriate by the chief appraiser is to be used. State law requires the appraised value of a residence homestead to be based solely on the property’s value as a residence homestead, regardless of whether residential use is considered to be the highest and best use of the property. State law further limits the appraised value of a residence homestead for a tax year to an amount that would not exceed either the lesser of (1) the market value of the property for the most recent tax year that the market value was determined by the appraisal office or (2) the sum of (a) 10% of the property’s appraised value in the preceding tax year, plus (b) the property’s appraised value in the preceding tax year, plus (c) the market value of all new improvements to the property. The Appraisal District is required to review the value of property within the Appraisal District at least every three years. A city, or other taxing unit, may challenge the appraisals assigned to property within its jurisdiction under certain limited circumstances. These entities can also sue the appraisal district to compel it to comply with the Property Tax Code.

The City’s FY 2015 appraisal roll was prepared and certified by the Tarrant Appraisal District’s Chief Appraiser and Appraisal Review Board. Such appraisal rolls are used by the City in establishing its tax rate. The City Council is responsible for setting the rate, and levying and collecting the taxes. All taxable property in the City is presently valued on the City’s tax roll at 100 percent of its estimated market value as of January 1. The rate of taxation was determined and set by the Council based upon the January 1 valuation. Taxes are due of the subject year (or when billed) and become delinquent after January 31 of the following year, except for a split payment option. Under the split payment option, adopted by the City beginning with fiscal year 2003, taxpayers can make one-half payment prior to December 1, and the final one-half payment prior to July 1 of the following year without penalty or interest. Since October 1, 2002 ad valorem taxes for the City have been collected by the Tarrant County Tax Assessor-Collector. Taxpayers 65 years old or older are permitted by State law to pay taxes on homesteads in four installments with the first due on February 1 of each year and the final installment due on August 1.

City’s Rights in the Event of Tax Delinquencies

Charges for penalty and interest on the unpaid balance of delinquent taxes are made as follows:

Month	Cumulative Penalty	Cumulative Interest	Total
February	6%	1%	7%
March	7	2	9
April	8	3	11
May	9	4	13
June	10	5	15
July	12	6	18

After July, penalty remains at 12%, and interest increases at the rate of 1% each month or portion of the month the tax remains unpaid. A delinquent tax continues to accrue interest as long as the tax remains unpaid, regardless of whether a judgment for the delinquent tax has been rendered. In addition, if an account is delinquent in July, an attorney’s collection fee of up to 20% may be added to the total tax penalty and interest charge. Under certain circumstances, taxes which become delinquent on the homestead of a taxpayer 65 years old or older incur a penalty of 8% per annum with no additional penalties or interest assessed.

In general, property subject to the City’s lien may be sold, in whole or in parcels, pursuant to court order to collect the amounts due. Federal law does not allow for the collection of penalty and interest against an estate in bankruptcy. Federal bankruptcy law provides that an automatic stay of action by creditors and other entities, including governmental units, goes into effect with the filing of any petition in bankruptcy. The automatic stay prevents governmental units from foreclosing on property and prevents liens for post-petition taxes from attaching to property and obtaining secured creditor status unless, in either case, an order lifting the stay is obtained from the bankruptcy court. In many cases post-petition taxes are paid as an administrative expense of the estate in bankruptcy or by order of the bankruptcy court.

Tax Limitation Election

A City election was approved on February 5, 2005, which adopted a homestead property tax limitation for disabled individuals and individuals 65 years of age or older. This limitation on the residential homesteads of qualifying property owners is defined under the Texas Property Tax Code, section 11.261. The limitation cannot be repealed by any action of the City or through an election of the City under current state law. The homestead property tax ceiling limits the amount of taxes paid to the City based on the taxes paid in the first year that the property qualifies for the disabled exemption or the 65 years of age or older exemption. The limitation is a dollar amount and does not increase unless improvements (other than repairs or improvements required to comply with governmental requirements) are made to the residential homestead. For those property owners who qualified in 2005 for either exemption, the tax ceiling was set based on the taxes levied in September 2005 by the City. The tax ceiling carries forward to a surviving spouse age 55 or older of an individual who is 65 years of age or older.

The City has 65,554 residential homestead properties in FY 2016 and 18,299 of these properties received an exemption for a disabled individual or individual 65 years of age or older.

Tax Revenue

The following table shows the City’s principal tax revenues by source for each of the last five fiscal years.

Table 9 – Tax Rate Distribution and Collection Ratios

Fiscal Year	Estimated Net Taxable Valuation ⁽¹⁾	Tax Rate			% Collections		
		General Fund	Debt Service Fund Rate	Total Tax Rate	Tax Levy	Current Year	Prior Years ⁽²⁾
2012	\$ 17,323,444,005	\$ 0.4393	\$ 0.2087	\$ 0.6480	\$ 112,255,917	98.13	99.46
2013	17,677,641,683	0.4423	0.2057	0.6480	114,551,118	97.82	99.06
2014	18,088,406,988	0.4423	0.2057	0.6480	117,212,877	97.66	98.57
2015	18,905,765,829	0.4353	0.2127	0.6480	122,509,363	97.64	98.51
2016	19,548,821,241	0.4460	0.2020	0.6480	126,676,362	94.51 ⁽³⁾	94.57 ⁽³⁾

Source: City of Arlington Finance Department

- ⁽¹⁾ Net Taxable Valuation is the certified roll as of September of each year including minimum estimated value of property under protest.
- ⁽²⁾ Prior year’s collections include current year collections, prior year delinquent collections and all penalty and interest collections.
- ⁽³⁾ As of February 29, 2016.

**Table 10 - Tax Base Distribution
Fiscal Years 2011 to 2015**

	2015	2014	2013	2012	2011
Residential	59.3%	58.5%	58.3%	59.0%	59.5%
Commercial, Industrial, Retail	36.9%	38.0%	37.6%	37.0%	38.0%
Mineral	1.9%	1.5%	2.1%	2.3%	0.8%
Undeveloped	1.9%	2.0%	2.0%	2.2%	2.3%

Source: City of Arlington Finance Department

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Table 11 - Top Ten Taxpayers ⁽¹⁾

Taxpayer	Type of Business	FY 2016
General Motors Corporation	Automobile Assembly	\$ 334,514,604
Arlington Highlands LLP	Retail	175,105,200
Oncor Electric Delivery Co.	Public Utility	151,740,179
Parks at Arlington	Retail	142,695,717
Chesapeake Operating	Natural Gas Producer	115,048,650
Six Flags Fund	Amusement Park	88,827,385
Bravo (Dallas) LLC	Commercial Multifamily	70,812,000
Wal-Mart Real Estate	Retail	68,274,005
Lincoln Square Dunhill	Real Estate Holdings	67,371,660
DFW Midstream LLP	Natural Gas Producer	66,166,564
Total		\$ 1,280,555,964
Above ten taxpayers as % of total tax rolls		6.55%
Total tax roll		\$ 19,548,821,241

⁽¹⁾ Source: Tarrant Appraisal District.

Municipal Sales Tax

The City has adopted the provisions of Sections 321.101 and 321.103 of the Texas Tax Code, which grants the City the power to impose and levy a one percent sales tax for general purposes of the City. On September 14, 2002, an election to adopt an additional one-quarter cent city sales and use tax for municipal street maintenance as permitted under Chapter 327 of the Texas Tax Code was held and the additional one-quarter cent sales and use tax was approved. The additional one-quarter cent sales and use tax became effective on January 1, 2003. On November 2, 2004, an election to adopt an additional one-half cent sales and use tax for the Dallas Cowboys Complex Development Project (the “Cowboys Project”) as permitted by Chapter 334 of the Texas Local Government Code was held and the additional one-half cent sales and use tax was approved. The additional one-half cent sales and use tax became effective on April 1, 2005. The Comptroller of Public Accounts of the State of Texas, after the deduction of a two percent service fee, currently remits monthly the City’s portion of sales tax collections to the City. The statute provides the Comptroller must remit at least twice annually. Revenue from sales tax levied for general purposes of the City may not be pledged, under the applicable statutes, to the payment of debt service of the City’s debt obligations.

Table 12 – Municipal Sales Tax History

Fiscal Year	Sales Tax Receipts ⁽¹⁾	Ad Valorem Tax Levy	Sales Tax as a % of Tax Levy	Population Estimate ⁽²⁾	Per Capita Sales Tax Collection
2011	\$ 48,982,079	\$ 111,320,468	44%	365,530	\$ 134
2012	50,724,512	112,255,917	45%	365,860	139
2013	54,198,622	114,551,118	47%	365,930	148
2014	53,412,259	117,212,877	46%	369,508	145
2015	55,543,300	119,627,907	46%	369,592	150

⁽¹⁾ Receipts reflect the City’s 1% sales tax.

⁽²⁾ City estimate. Source: of Arlington Finance Department.

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PENSION FUND

The City provides pension benefits for all of its full-time employees through a nontraditional, joint contributory, hybrid defined benefit plan in the state-wide Texas Municipal Retirement System (TMRS), one of 850 administered by TMRS, an agent, multiple-employer public employee retirement system. Each of the municipalities has an annual individual actuarial valuation performed. All assumptions for the December 31, 2014 valuations are contained in the 2014 TMRS comprehensive Annual Financial Report (CAFR), a copy of which may be obtained by writing to P.O. Box 149153, Austin, Texas 78714-9153 or accessing the CAFR on line at www.tmrs.com.

Benefits depend upon a sum of the employee's contributions to the plan, with interest, and the City-financed monetary credits, with interest. At the date the plan began, the City granted monetary credits for service rendered before the plan began of a theoretical amount equal to two times what would have been contributed by the employee, with interest, prior to establishment of the plan. Monetary credits for service since the plan began are 200 percent of the employee's accumulated contributions and the monetary credits for service since the plan began, would be the total monetary credits and employee contributions accumulated with interest if the current employee contribution rate and City matching percent had always been in existence and if the employee's salary had always been the average of his salary in the last three years that are one year before the effective date. At retirement, the benefit is calculated as if the sum of the employee's accumulated contributions with interest and the employer-financed monetary credits with interest were used to purchase an annuity. Additionally, initiated in 1998, the City provides on an annually repeating basis annuity increases for retirees. In 2015, that amount was equal to 50% of the change in the consumer price index (CPI).

Members can retire at age 60 and above with 5 or more years of service or with 20 years of service regardless of age. A member is vested after 5 years. The plan provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS. The contribution rate for the employees is 7%, and the City matching ratio is currently 2 to 1, both as adopted by the governing body of the City.

Funding Policy

Under the state law governing TMRS, the contribution rate for each city is determined annually by the actuary, using the Projected Unit Credit actuarial cost method. The rate consists of the normal cost contribution rate and the prior service cost contribution rate, which is calculated to be a level percent of payroll from year to year. The normal cost contribution rate finances the portion of an active member's projected benefit allocated annually; the prior service contribution rate amortizes the unfunded (overfunded) actuarial liability (asset) over the applicable period for that city. Both the normal cost and prior service contribution rates include recognition of the projected impact of annually repeating benefits, such as Updated Service Credits and Annuity Increases. The City discloses the annual pension costs (which equal the required contributions) based on the calculated rates for the City's fiscal year. The rate is 16.28% of covered payroll for the months in calendar year 2014, and 15.62% for the months in calendar year 2015. This rate consists of the normal cost contribution rate and the prior service contribution rate. The normal cost contribution rate finances the currently accruing monetary credits due to City matching percent, which are the obligation of the City as of an employee's retirement date, not at the time the employee's contributions are made. The normal cost contribution rate is the actuarially determined percent of payroll necessary to satisfy the obligation for the City to each employee at the time his/her retirement becomes effective. The prior service contribution rate amortizes the unfunded actuarial liability. Both the employees and the City make contributions monthly. Since the City needs to know its contribution rate in advance for budgetary purposes, there is a one-year delay between the actuarial valuation that serves as basis for the rate and the calendar year when the rate goes into effect (i.e. December 31, 2012 valuation is effective of rates beginning January 1, 2014). If a change in plan provisions is elected by the City, this rate can change.

Changes in Actuarial and Amortization Methods

Since its inception, TMRS has used the Unit Credit actuarial funding method. This method accounts for liability accrued as the valuation date, but does not project the potential future liability of provisions adopted by the City. Two-thirds of the cities participating in TMRS have adopted the Updated Service Credit and Annuity Increases provisions on an annually repeating basis. For the December 31, 2007 valuation, The TMRS Board determined that the Projected Unit Credit (PUC) funding method should be used, which facilitates advance funding for future updated service credits and annuity increases that are adopted on an annually reporting basis. In addition, the Board also adopted a change in the amortization period from a 25-year "open" to a 25-year "closed" period. TMRS Board of Trustee rules provide that, whenever a change in actuarial assumptions or methods results in a contribution rate increase in an amount greater than .5%, the amortization period will be increased to 30 years, unless a city requests that the period remain at 25 years. The statutes further provide that plan members may request up to a forty year amortization period. For cities with repeating features, these changes would likely result initially in higher required contributions and lower funded ratios; however, the funded ratio should show steady improvement over time. To assist in this transition to higher rates, the Board also approved an eight-year phase-in period, which will allow cities the opportunity to increase their contributions gradually (approximately 12.5% each year) to their full rate (or their required contribution rate).

Funding Status and Funding Process

In June 2011, SB 350 was enacted by the Texas Legislature, resulting in a restructure of the TMRS funds. This legislation provided for the actuarial valuation to be completed, as if restructuring had occurred on December 31, 2010. In addition, the actuarial assumptions were updated for the new fund structure, based on an actuarial experience study that was adopted by the TMRS Board at their May 2011 meeting (the review compared actual to expected experience for the four-year period of January 1, 2006 through December 31, 2009). For a complete description of the combined impact of the legislation and new actuarial assumptions, including the effects on TMRS city rates and funding ratios, please see the December 31, 2010 TMRS Comprehensive Annual Financial Report (CAFR).

As of December 31, 2014, the most recent actuarial valuation date, the plan was 89.92 percent funded. The actuarial accrued liability for benefits was \$1,003,238,111, and the actuarial value of assets was \$933,378,081, resulting in an unfunded actuarial accrued liability (UAAL) of \$104,604,129. The covered payroll (annual payroll of active employees covered by the plan) was \$149,838,550, and the ratio of the UAAL to the covered payroll was 69.81%.

Actuarial Methods and Assumptions

Actuarial Cost Method:	Entry Age Normal
Amortization Method:	Level Percent of Payroll, Closed
Remaining Amortization Period:	21 Years
Asset Valuation Method:	10 Year smoothed market; 15% soft corridor
Inflation:	3.00%
Salary Increases:	3.50% to 12.00% including inflation
Investment Rate of Return:	7.00%
Retirement Age:	Experience-based table of rates that are specific to the City’s plan of benefits. Last updated for the 2010 valuation pursuant to an experience study of the period 2005-2009
Mortality:	RP2000 Combined Mortality Table with Blue Collar Adjustment with male rates multiplied by 109% and female rates multiplied at 103% and projected on a fully generational basis with scale BB

Annual Pension Cost and Net Pension Obligation

The City’s annual pension cost of \$24,327,508 was equal to the required contributions.

Actuarilly Determined Contribution	\$ 23,963,340
Contributions in relation to the actuarilly determined contribution	24,327,508
Contribution deficiency (excess)	(364,168)
Covered employee payroll	153,414,470
Contributions as a percentage of covered employee payroll	16.24%

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OTHER POST-EMPLOYMENT BENEFITS

Retiree Health Insurance

Plan Description. The City of Arlington administers a single-employer defined benefit health care plan. The plan provides postretirement health care benefits to eligible retirees and their spouses.

An eligible employee can continue their health care coverage in retirement if their age plus service is at least 70 with a minimum age requirement of 50 years and a minimum of ten years of service with the City. Employees hired after December 31, 2006 are not eligible for postretirement health care benefits. As of July 1, 2015, 936 retirees met those eligibility requirements. The City plan has a non-duplication coordination of benefits with Medicare and other primary plans for retirees and/or their dependants.

The following table shows the components of the City's annual OPEB cost for the year, the amount actually contributed to the plan, and changes in the City's net OPEB obligation (dollar amounts in thousands):

Annual required contribution (ARC)	\$ 8,505
Interest on Net OPEB obligation	1,513
Adjustment to the ARC	<u>(2,020)</u>
Annual pension cost (expense)	7,998
Contributions made	<u>(5,011)</u>
Increase (Decrease) in OPEB obligation	2,987
Net OPEB obligation beginning of the year	<u>33,633</u>
Net OPEB obligation end of the year	<u><u>\$ 36,620</u></u>

The City's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation for 2015 are as follows (dollar amounts in thousands).

Fiscal Year	Annual OPEB	OPEB	
<u>Ending 9/30</u>	<u>OPEB Cost</u>	<u>Contribution</u>	<u>OPEB</u>
2015	7,998	62.50%	36,620

Disability Income Plan

Plan Description. DIP is a single-employer defined benefit disability income plan that covers the employees of the City. The plan originally provided in-service death benefits and long term disability benefits commencing upon disablement. The plan was amended to eliminate the in-service death benefit and to start disability payments at age 65. The plan contemplates that long term disability benefits will be provided through a separate LTD insurance contract prior to age 65. The retired life liability for current disabled employees (many of whom are under age 65) is retained under the plan.

Membership of the plan consisted of the following at July 1, 2015, the date of the latest actuarial valuation.

Retirees and beneficiaries receiving benefits:	16
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Supplemental Death Benefits Plan

Plan Description. The City of Arlington contributes to the Supplemental Death Benefit Fund (SDBF), a cost-sharing multiple-employer defined benefit group term life insurance plan operated by the Texas Municipal Retirement System (TMRS). This is a separate trust administered by the TMRS Board of Trustees. SDBF provides a death benefit of \$7,500 for retirees. TMRS issues a publicly available financial report that includes financial statements and required supplementary information for SDBF. That report may be obtained from the TMRS website at www.TMRS.com.

CONTINUING DISCLOSURE OF INFORMATION

In the Ordinance, the City made the following agreement for the benefit of the owners and beneficial owners of the Obligations. The City is required to observe the agreement for so long as it remains obligated to advance funds to pay the Obligations. Under the agreement, the City will be obligated to provide certain updated financial information and operating data annually, and timely notice of specified material events, to the Municipal Securities Rule Making Board (the "MSRB"). This information will be available free of charge via the Electronic Municipal Market Access ("EMMA") System at www.emma.msrb.org.

Annual Reports

The City shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the City, financial information and operating data with respect to the City of the general type included in the final Official Statement, being information described in Tables 1 through 12, including financial statements of the City if audited financial statements of the City are then available, and (2) if not provided as part such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles the accounting principles described in Exhibit B hereto or such other accounting principles as the City may be required to employ, from time to time, by State law or regulation, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

The City may provide updated information in full text or may incorporate by reference certain other publicly available documents, as permitted by the Securities and Exchange Commission Rule 15c2-12 (the "Rule").

The City's current fiscal year end is September 30. Accordingly, it must provide updated information by March 31 in each year for the preceding year, unless the City changes its fiscal year. If the City changes its fiscal year, it will notify the MSRB of the change.

Disclosure Event Notices

The City shall notify the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, of any of the following events with respect to the Obligations: (1) Principal and interest payment delinquencies; (2) Non-payment related defaults, if material; (3) Unscheduled draws on debt service reserves reflecting financial difficulties; (4) Unscheduled draws on credit enhancements reflecting financial difficulties; (5) Substitution of credit or liquidity providers, or their failure to perform; (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Obligations, or other material events affecting the tax status of the Obligations; (7) modifications to rights of holders of the Obligations, if material; (8) Obligation calls, if material, and tender offers; (9) Defeasances; (10) Release, substitution, or sale of property securing repayment of the Obligations, if material; (11) Rating changes; (12) Bankruptcy, insolvency, receivership or similar event of the City⁽¹⁾; (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and (14) Appointment of a successor or additional Paying Agent/Registrar or change in the name of the Paying Agent/Registrar, if material.

⁽¹⁾ For the purposes of the event identified in (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

Availability of Information from MSRB

The City has agreed to provide the foregoing information, only as described above to the MSRB. Investors will be able to access continuing disclosure information filed with the MSRB free of charge at www.emma.msrb.org.

Limitations and Amendments

The City has agreed to update information and to provide notices of material events only as described above. The City has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described above. The City makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Obligations at any future date. The City disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although owners of Obligations may seek a writ of mandamus to compel the City to comply with its agreement.

The City may amend its continuing disclosure agreement from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status or type of operations of the City, if (i) the agreement, as amended, would have permitted an underwriter to purchase or sell the Obligations in the offering described herein in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (a) the owners of a majority in aggregate principal amount of the outstanding Obligations consent to the amendment or (b) any person unaffiliated with the City (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the owners and Beneficial Owners of the Obligations. If the City so amends the agreement, it has agreed to include with the next financial information and operating data provided in accordance with its agreement described above under

“Annual Reports” an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information and operating data so provided.

Compliance with Prior Undertakings

During the last five years, the City had outstanding water and wastewater revenue bonds, special-tax revenue bonds, and ad valorem tax revenue obligations (the “Insured Obligations”), insured by various municipal bond insurance companies. The City did not timely file certain material events notices with respect to insurer rating changes (downgrades and upgrades) from 2009 to 2010. However, under the City’s Continuing Disclosure Agreements in effect for Insured Obligations issued from 2004 through 2014, the City’s requirement to provide timely notice of certain events was subject to the qualifier “if such event is material to a decision to purchase or sell Obligations.” During such insurer downgrades, the City’s underlying, unenhanced credit rating with respect to the Insured Obligations remained higher than the credit rating of the insurers and as such, the City does not believe such Insurer downgrades were material. Also, in 2009, 2010 and 2013, the City did not timely file notice of the upgrading of its underlying, unenhanced credit rating with respect to its water and wastewater system revenue bonds, ad valorem tax revenue bonds, and special-tax revenue bonds by S&P, Fitch and Moody’s. The City has now filed an events notice with respect to its rating upgrades in 2009, 2010 and 2013, and procedures have been implemented by the City to ensure that all event notices are timely filed in the future. Also, in 2013, the City filed its required quantitative financial information and operating data with the Municipal Advisory Council of Texas (the “MAC”) by the required date but due to an administrative error the information was not timely filed with EMMA. The City filed an events notice with respect to the oversight and filed the information with EMMA in 2014 after noticing the error and has since established procedures to avoid an error in the future.

ADDITIONAL INFORMATION

For additional information regarding this document please contact Mr. Mike Finley, Director of Finance, City of Arlington, Texas, at (817) 459-6100.

TAX MATTERS

Tax Exemption

In the opinion of Bracewell LLP, Bond Counsel, under existing law, (i) interest on the Obligations is excludable from gross income for federal income tax purposes, under existing law and (ii) the Obligations are not “private activity bonds” under the Internal Revenue Code of 1986, as amended (the “Code”), and as such, interest on the Obligations is not subject to the alternative minimum tax on individuals and corporations, except as described below in the discussion regarding the adjusted current earnings adjustment for corporations.

The Code imposes a number of requirements that must be satisfied for interest on state or local obligations, such as the Obligations, to be excludable from gross income for federal income tax purposes. These requirements include limitations on the use of bond proceeds and the source of repayment of bonds, limitations on the investment of bond proceeds prior to expenditure, a requirement that excess arbitrage earned on the investment of bond proceeds be paid periodically to the United States and a requirement that the issuer file an information report with the Internal Revenue Service (the “Service”). The City has covenanted in the Ordinances authorizing the issuance of the Obligations that it will comply with these requirements.

Bond Counsel’s opinion will assume continuing compliance with the covenants of the Ordinances pertaining to those sections of the Code that affect the exclusion from gross income of interest on the Obligations for federal income tax purposes and, in addition, will rely on representations by the City, the City’s Financial Advisor and the Underwriters with respect to matters solely within the knowledge of the City, the City’s Financial Advisor and the Underwriters, respectively, which Bond Counsel has not independently verified. If the City fails to comply with the covenants in the Ordinances or if the foregoing representations are determined to be inaccurate or incomplete, interest on the Obligations could become includable in gross income from the date of delivery of the Obligations, regardless of the date on which the event causing such inclusion occurs.

The Code also imposes a 20% alternative minimum tax on the “alternative minimum taxable income” of a corporation if the amount of such alternative minimum tax is greater than the amount of the corporation’s regular income tax. Generally, the alternative minimum taxable income of a corporation (other than any S corporation, regulated investment company, REIT, or REMIC), includes 75% of the amount by which its “adjusted current earnings” exceeds its other “alternative minimum taxable income.” Because interest on tax-exempt obligations, such as the Obligations, is included in a corporation’s “adjusted current earnings,” ownership of the Obligations could subject a corporation to alternative minimum tax consequences.

Except as stated above, Bond Counsel will express no opinion as to any federal, state or local tax consequences resulting from the receipt or accrual of interest on, or acquisition, ownership or disposition of, the Obligations.

Bond Counsel’s opinions are based on existing law, which is subject to change. Such opinions are further based on Bond Counsel’s knowledge of facts as of the date thereof. Bond Counsel assumes no duty to update or supplement its opinions to reflect any facts or circumstances that may thereafter come to Bond Counsel’s attention or to reflect any changes in any law that may thereafter occur or become effective. Moreover, Bond Counsel’s opinions are not a guarantee of result and are not binding on the Service; rather such opinions represent Bond Counsel’s legal judgment based on its review of existing law and in reliance upon the representations and covenants referenced above that it deems relevant to such opinions. The Service has an ongoing audit program to determine compliance with rules that relate to whether interest on state or local obligations is includable in gross income for federal income tax purposes. No assurance can be given as to whether or not the Service will commence an audit of the Obligations. If an audit is commenced, in

accordance with its current published procedures, the Service is likely to treat the City as the taxpayer and the Owners may not have a right to participate in such audit. Public awareness of any future audit of the Obligations could adversely affect the value and liquidity of the Obligations regardless of the outcome of the audit.

Additional Federal Income Tax Consequences

Collateral Tax Consequences

Prospective purchasers of the Obligations should be aware that the ownership of tax-exempt obligations may result in collateral federal income tax consequences to financial institutions, life insurance and property and casualty insurance companies, certain S corporations with Subchapter C earnings and profits, individual recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, low and middle income taxpayers otherwise qualifying for the health insurance premium assistance credit, and individuals otherwise qualifying for the earned income credit. In addition, certain foreign corporations doing business in the United States may be subject to the “branch profits tax” on their effectively connected earnings and profits, including tax-exempt interest such as interest on the Obligations. These categories of prospective purchasers should consult their own tax advisors as to the applicability of these consequences. Prospective purchasers of the Obligations should also be aware that, under the Code, taxpayers are required to report on their returns the amount of tax-exempt interest, such as interest on the Obligations, received or accrued during the year.

Tax Accounting Treatment of Original Issue Premium Obligations

The issue price of all or a portion of the Obligations may exceed the stated redemption price payable at maturity of such Obligations. Such Obligations (the “Premium Obligations”) are considered for federal income tax purposes to have “bond premium” equal to the amount of such excess. The basis of a Premium Bond in the hands of an initial owner is reduced by the amount of such excess that is amortized during the period such initial owner holds such Premium Bond in determining gain or loss for federal income tax purposes. This reduction in basis will increase the amount of any gain or decrease the amount of any loss recognized for federal income tax purposes on the sale or other taxable disposition of a Premium Bond by the initial owner. No corresponding deduction is allowed for federal income tax purposes for the reduction in basis resulting from amortizable bond premium. The amount of bond premium on a Premium Bond that is amortizable each year (or shorter period in the event of a sale or disposition of a Premium Bond) is determined using the yield to maturity on the Premium Bond based on the initial offering price of such Obligation.

The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of Premium Obligations that are not purchased in the initial offering at the initial offering price may be determined according to rules that differ from those described above. All owners of Premium Obligations should consult their own tax advisors with respect to the determination for federal, state, and local income tax purposes of amortized bond premium upon the redemption, sale or other disposition of a Premium Bond and with respect to the federal, state, local, and foreign tax consequences of the purchase, ownership, and sale, redemption or other disposition of such Premium Obligations.

Tax Accounting Treatment of Original Issue Discount Obligations

The issue price of all or a portion of the Obligations may be less than the stated redemption price payable at maturity of such Obligations (the “Original Issue Discount Obligations”). In such case, the difference between (i) the amount payable at the maturity of each Original Issue Discount Bond, and (ii) the initial offering price to the public of such Original Issue Discount Bond constitutes original issue discount with respect to such Original Issue Discount Bond in the hands of any owner who has purchased such Original Issue Discount Bond in the initial public offering of the Bond. Generally, such initial owner is entitled to exclude from gross income (as defined in Section 61 of the Code) an amount of income with respect to such Original Issue Discount Bond equal to that portion of the amount of such original issue discount allocable to the period that such Original Issue Discount Bond continues to be owned by such owner. Because original issue discount is treated as interest for federal income tax purposes, the discussion regarding interest on the Obligations under the captions “TAX MATTERS – Tax Exemption” and “TAX MATTERS – Additional Federal Income Tax Consequences – Collateral Tax Consequences” generally apply and should be considered in connection with the discussion in this portion of the Official Statement.

In the event of the redemption, sale or other taxable disposition of such Original Issue Discount Bond prior to stated maturity, however, the amount realized by such owner in excess of the basis of such Original Issue Discount Bond in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Original Issue Discount Bond was held by such initial owner) is includable in gross income.

The foregoing discussion assumes that (i) the Purchaser has purchased the Obligations for contemporaneous sale to the public and (ii) all of the Original Issue Discount Obligations have been initially offered, and a substantial amount of each maturity thereof has been sold, to the general public in arm’s-length transactions for a price (and with no other consideration being included) not more than the initial offering prices thereof stated on the cover pages of this Official Statement. Neither the City nor Bond Counsel has made any investigation or offers any comfort that the Original Issue Discount Obligations will be offered and sold in accordance with such assumptions.

Under existing law, the original issue discount on each Original Issue Discount Bond accrues daily to the stated maturity thereof (in amounts calculated as described below for each six-month period ending on the date before the semiannual anniversary dates of the date of the Obligations and ratably within each such six-month period) and the accrued amount is added to an initial owner’s basis for such Original Issue Discount Bond for purposes of determining the amount of gain or loss recognized by such owner upon the redemption, sale or other disposition thereof. The amount to be added to basis for each accrual period is equal to (i) the sum of the issue price and the amount of original issue discount accrued in prior periods multiplied by the yield to stated maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (ii) the amounts payable as current interest during such accrual period on such Bond.

The federal income tax consequences of the purchase, ownership, and redemption, sale or other disposition of Original Issue Discount Obligations which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. All owners of Original Issue Discount Obligations should consult their own tax advisors with respect to the determination for federal, state, and local income tax purposes of interest accrued upon redemption, sale or other disposition of such Original Issue Discount Obligations and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership, redemption, sale or other disposition of such Original Issue Discount Obligations.

Tax Legislative Changes

Current law may change so as to directly or indirectly reduce or eliminate the benefit of the exclusion of interest on the Obligations from gross income for federal income tax purposes. Any proposed legislation, whether or not enacted, could also affect the value and liquidity of the Obligations. Prospective purchasers of the Obligations should consult with their own tax advisors with respect to any proposed, pending or future legislation.

OTHER RELEVANT INFORMATION

Ratings

The Obligations are rated "Aa1" by Moody's Investors Service, Inc., "AAA" by Standard & Poor's Rating Services, a Standard & Poor's Financial Services LLC business, ("S&P") and ["AAA"] by Fitch Ratings. The City's presently outstanding tax supported debt of the City has underlying ratings of "Aa1" by Moody's, "AAA" by S&P and "AAA" by Fitch.

An explanation of the significance of such ratings may only be obtained from the rating agency furnishing the same. The City furnished to such rating agencies the information contained in this Official Statement and certain publicly available materials and information about the City. Generally, rating agencies base their ratings on such materials and information, as well as investigations, studies, and assumptions of the rating agencies. Such ratings may be changed at any time, and no assurance can be given that they will not be revised downward or withdrawn entirely by either or both of such rating agencies if, in the judgment of either or both, circumstances so warrant. Such circumstances may include, without limitation, changes in or unavailability of information relating to the City. Any such downward revision or withdrawal of either of such ratings may have an adverse effect on the market price of the Obligations.

Litigation

The City is currently involved in several lawsuits in which some liability is probable. The potential liability as of September 30, 2015, cannot be determined. Pursuant to the Texas Tort Claims Act, damages would be capped at \$250,000.

The City is currently involved in an employment lawsuit in which the plaintiff alleges that the City's termination of an Arlington police officer was a violation of the City's personnel policies. The plaintiff elected to appeal his termination to an arbitrator. The arbitrator ruled that the officer be reinstated with back pay. The City appealed the arbitrator's decision. The Court ordered the City to reinstate the officer provided he passes certain requirements, which he has done. In June 2014, the court ruled to award the officer \$164,471 in back pay, but the City has appealed the ruling. In August 2015, the Fort Worth Court of Appeals issued an opinion requiring the trial court to set aside the judgment in accordance with the Court of Appeals' decision. Thus, the case is returning to the trial court for further proceedings. It is uncertain whether "set aside" requires the trial judge to uphold the termination or order another arbitration. Liability with regard to the officer's back wages is probable. To the extent owed, back pay continues to accrue and a \$277,000 accrual has been recorded at September 30, 2015.

Various other claims and lawsuits are pending against the City. In the opinion of City management, the potential losses, in excess of APFA limitations (see Note 13 of the City's audited basic financial statements) of insurance coverage, if any, on all claims will not have a materially adverse effect on the City's financial position as a whole.

Legal Matters

The City will furnish a complete transcript of proceedings had incident to the authorization and issuance of the Obligations, including the unqualified approving legal opinion of the Attorney General of Texas approving the Initial Obligations and to the effect that the Obligations are valid and legally binding special obligations of the City, and based upon examination of such transcript of proceedings, the approving legal opinion of Bond Counsel, to like effect and to the effect that the interest on the Obligations will be excludable from gross income for federal income tax purposes under existing law and the Obligations are not private activity bonds, subject to the matters described under "TAX MATTERS" herein, including alternative minimum tax consequences for corporations. The customary closing papers, including a certificate to the effect that no litigation of any nature has been filed or is then pending to restrain the issuance and delivery of the Obligations, or which would affect the provision made for their payment or security, or in any manner questioning the validity of said Obligations will also be furnished. Bond Counsel was not requested to participate, and did not take part, in the preparation of the Notice of Sale and Bidding Instructions, the Official Bid Form and the Official Statement, and such firm has not assumed any responsibility with respect thereto or undertaken independently to verify any of the information contained therein, except that, in its capacity as Bond Counsel, such firm has reviewed the information describing the Obligations in the Official Statement to verify that such description conforms to the provisions of the Ordinance. The legal fee to be paid Bond Counsel for services rendered in connection with the issuance of the Obligations is contingent on the sale and delivery of the Obligations. The legal opinion will accompany the Obligations deposited with DTC or will be printed on the Obligations in the event of the discontinuance of the Book-Entry- Only System.

Registration and Qualification

The sale of the Obligations has not been registered or qualified under the Securities Act of 1933, as amended, in reliance upon exemptions provided therein; the Obligations have not been registered or qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Obligations been registered or qualified under the securities act of any jurisdiction. The City assumes no responsibility for registration or qualification of the Obligations under the securities laws of any jurisdiction in which the Obligations may be offered, sold, assigned, pledged, hypothecated, or otherwise transferred. This disclaimer of responsibility for registration or qualification for sale or other disposition of the Obligations shall not be construed as an interpretation of any kind with regard to the availability of any exemptions from securities registration or qualification provisions.

Initial Purchaser of the Bonds

After requesting competitive bids for the Bonds, the City accepted the bid of _____ (the "Bonds Initial Purchaser") to purchase the Bonds at the interest rates shown on the cover page of the Official Statement plus an underwriting discount of \$_____. The Bonds Initial Purchaser can give no assurance that any trading market will be developed for the Bonds after their sale by the City to the Bonds Initial Purchaser. The City has no control over the price at which the Bonds are subsequently sold and the initial yield at which the Bonds will be priced and reoffered will be established by and will be the responsibility of the Bonds Initial Purchaser.

Initial Purchaser of the Certificates

After requesting competitive bids for the Certificates, the City accepted the bid of _____ (the "Certificates Initial Purchaser") to purchase the Certificates at the interest rates shown on page (iii) of the Official Statement plus an underwriting discount of \$_____. The Certificates Initial Purchaser can give no assurance that any trading market will be developed for the Certificates after their sale by the City to the Certificates Initial Purchaser. The City has no control over the price at which the Certificates are subsequently sold and the initial yield at which the Certificates will be priced and reoffered will be established by and will be the responsibility of the Certificates Initial Purchaser.

Financial Advisor

Estrada Hinojosa & Company, Inc. is employed as Financial Advisor to the City in connection with the issuance of the Obligations. The Financial Advisor's fee for services rendered with respect to the sale of the Obligations is contingent upon the issuance and delivery of the Obligations. Estrada Hinojosa & Company, Inc., in its capacity as Financial Advisor, does not assume any responsibility for the information, covenants and representations contained in any of the legal documents with respect to the federal income tax status of the Obligations, or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies. The Financial Advisor to the City has provided the following sentence for inclusion in this Official Statement. The Financial Advisor has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to the City and, as applicable, to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Financial Advisor does not guarantee the accuracy or completeness of such information.

Forward - Looking Statements

The statements contained in this Official Statement and in any other information provided by the City that are not purely historical are forward-looking statements, including statements regarding the City's expectations, hopes, intentions, or strategies regarding the future. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included in this Official Statement are based on information available to the City on the date hereof, and the City assumes no obligations to update any such forward-looking statements. It is important to note that the City's actual results could differ materially from those in such forward-looking statements.

The forward-looking statements included herein are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal, and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including customers, suppliers, business partners, and competitors, and legislative, judicial, and other governmental authorities and officials. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive, and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the control of the City. Any of such assumptions could be inaccurate and, therefore, there can be no assurance that the forward-looking statements included in this Official Statement will prove to be accurate.

Certification of the Official Statement

At the time of payment for and delivery of the Obligations, the Purchasers of the Obligations will be furnished a certificate, executed by proper officers, acting in their official capacity, to the effect that to their knowledge and belief: (a) the descriptions and statements of or pertaining to the City contained in this Official Statement and any addenda, supplement or amendment thereto, for its Obligations, on the date of such Official Statement, on the date of sale of said Obligations and on the date of the delivery, were and are true and correct in all material respects; (b) insofar as the City and its affairs, including its financial affairs, are concerned, such Official Statement did not and does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; (c) insofar as the descriptions and statements, including financial data, of or pertaining to entities other than the City and their activities contained in such Official Statement are concerned, such statements and data have been obtained from sources which the City believes to be reliable and the City has no reason to believe that they are untrue in any material respect; and (d) there has been no material adverse change in the financial condition of the City, since September 30, 2015, the date of the last audited financial statements of the City appearing in the Official Statement.

Miscellaneous

The financial data and other information contained herein have been obtained from the City’s records, audited financial statements and other sources which are believed to be reliable. There is no guarantee that any of the assumptions or estimates contained herein will be realized. All of the summaries of the statutes, documents and resolutions contained in the Official Statement are made subject to all of the provisions of such statutes, documents and resolution. These summaries do not purport to be complete statements of such provisions and reference is made to such documents for further information. Reference is made to original documents in all respects.

The Ordinances authorizing the issuance of the Obligations also approve the form and content of this Official Statement, and any addenda, supplement or amendment thereto, and authorize its further use in the reoffering of the Obligations by the Initial Purchasers.

/s/

Mayor
City of Arlington, Texas

ATTEST:
/s/

City Secretary
City of Arlington, Texas

APPENDIX A
GENERAL INFORMATION REGARDING THE CITY

THE CITY OF ARLINGTON

The City

The City is located in the eastern part of Tarrant County, equidistant between Dallas and Fort Worth on Interstate Highways 20 and 30, which are limited access highways. The City's location places it at the geographical center of the Dallas-Fort Worth metropolitan area. The land area of the City contained within its corporate boundaries is approximately 99.5 square miles.

The City was incorporated January 17, 1920, under the provisions of the Home Rule Amendment to the Texas State Constitution. The City provides the following services to the citizens of the City: public safety (police and fire), public works, public welfare, parks and recreation, public health, water and wastewater utilities, and general administrative services.

General

The City operates under the Council-Manager form of government as established by its Charter. There is a nine member City Council (the "Council") vested with local legislative power. Three council members and the Mayor are elected "at large" and five council members are elected in five single member districts. All members of the Council are elected for terms of two years, with the elections being held in even/odd years for approximately half the seats. The Council elects both a Mayor Pro Tem and a Deputy Mayor Pro Tem from among its members.

Mayor and City Council

Policy-making and supervisory functions are the responsibility of and are vested in the Council under provisions of the City Charter. Ordinance, resolutions and zoning decisions are presented at Council meetings at 6:30 p.m. on the second and fourth Tuesday of each month. Council meetings are broadcast on the local cable public access station and webcast. A simple majority of the Council constitutes a quorum. The Mayor is required to vote on all matters considered by the Council, but has limited power to veto Council actions that can be overridden by simple majority action of the Council.

Administration

The City Manager is the administrative head of the municipal government and carries out the policies of the Council. With the assistance of three Deputy City Managers, he coordinates the functions of the various municipal agencies and departments responsible for the delivery of services to residents. The City Manager is appointed by the Council and serves at the pleasure of the Council.

Excluding the positions and offices of the City Attorney, City Auditor and certain others whose appointments are reserved for Council action, the City Manager appoints and removes all City employees. The City Manager exercises control over all City departments and divisions and supervises their personnel; recommends Council legislative actions; advises Council on the City's financial conditions and needs; prepares and submits to Council the annual budget; and performs such duties required by Council.

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ECONOMIC AND DEMOGRAPHIC FACTORS

Population

**Population and Rates of Change
Arlington and the United States
Selected Years**

<u>Year</u>		<u>Arlington</u>	<u>Annual Rate of Change</u>	<u>United States</u>	<u>Annual Rate of Change</u>
1980	(1)	160,113	7.66%	226,545,805	1.15%
1990	(1)	261,721	6.35%	248,765,170	0.98%
2000	(1)	332,969	2.72%	281,421,906	1.31%
2010	(1)	365,438	0.98%	308,745,538	0.97%
2011	(2)	365,530	0.03%	312,697,481	1.28%
2012	(2)	365,860	0.09%	316,700,009	1.28%
2013	(2)	365,930	0.02%	320,753,769	1.28%
2014	(2)	369,508	0.98%	324,859,417	1.28%
2015	(2)	369,592	0.02%	329,017,618	1.28%
2016	(2)	370,367	0.21%	333,229,043	1.28%

Source: U.S. Dept. of Commerce, U.S. Census, and the Community Development and Planning Department Estimates.

(1) Actual Census population.

(2) Estimated population from the United States is calculated at 1.28% annual growth rate, per the United States Census Bureau.

Employment

Employment data for the City, Texas, and the United States is shown below.

**Unemployment Rate
Annual Average Rates
2011 to 2015**

	<u>January 2016</u>	<u>January 2015</u>	<u>January 2014</u>	<u>January 2013</u>	<u>January 2012</u>
Arlington	3.8%	4.5%	6.0%	7.5%	7.1%
Texas	4.4%	4.7%	5.7%	6.9%	7.3%
United States	5.3%	6.1%	7.0%	8.5%	8.8%

Source: Texas Workforce Commission

Arlington Major Employers ⁽¹⁾

Employer	Type of Business	Number of employees
Arlington Independent School District	Public Education	8,200
University of Texas at Arlington	Higher Education	5,300
General Motors	Automobile Assembly	4,484
Texas Health Resources	Medical	4,063
Six Flags Over Texas	Amusement Park	3,800
The Parks Mall at Arlington	Retail	3,500
GM Financial	Automobile Financing	2,965
City of Arlington	Municipality	2,509
J.P. Morgan Chase	Banking Services	1,965
Texas Rangers Baseball Club	Major League Baseball	1,881
Total		38,667

⁽¹⁾ Arlington Chamber of Commerce. Includes part-time and peak seasonal employees.

Building Permits

	2015		2014		2013	
	Permits	Declared Value	Permits	Declared Value	Permits	Declared Value
New Single Family	388	\$ 86,937,841	328	\$ 135,154,940	580	\$ 128,592,698
New Multifamily	6	43,345,523	-	-	-	-
New Commercial	142	128,197,757	143	150,605,419	125	94,840,703
Other (Residential and Commercial)	4,282	142,759,827	4,683	108,306,498	3,890	93,256,722
Grand Total	4,818	\$ 401,240,948	5,154	\$ 394,066,857	4,595	\$ 316,690,123

Source: City of Arlington Building Inspections Division

APPENDIX B
AUDITED BASIC FINANCIAL STATEMENTS OF THE
CITY OF ARLINGTON FISCAL YEAR 2015

APPENDIX C
FORMS OF BOND COUNSEL OPINION

Staff Report



An Ordinance Awarding The Sale and Providing for the Issuance of City of Arlington, Texas, Water and Wastewater System Revenue Bonds, Series 2016 in the Aggregate Principal Amount of \$2,080,000	
City Council Meeting Date: 5-10-2016	Document Being Considered: Ordinance

RECOMMENDATION

Approve an ordinance providing for the issuance of \$2,080,000 Water and Wastewater System Revenue Bonds, Series 2016. Approving an escrow agreement and a paying agent/registrar agreement; approving the form of said bonds; and enacting other provisions relating thereto. State law amendments in 2001 authorize the City to pass this ordinance at one reading without declaring an emergency.

PRIOR BOARD OR COUNCIL ACTION

On January 26, 2016, City Council passed resolution 16-012 authorizing the filing of an application for financial assistance from the Texas Water Development Board (TWDB) for a maximum of \$2,439,700.

ANALYSIS

On October 27, 2015, Arlington Water Utilities department submitted a Project Information Form to TWDB in order to be considered for ranking and inclusion on the fiscal year 2016 CWSRF Intended Use Plan. The Intended Use Plan includes a priority list of projects rated and ranked in accordance with Administrative Rule, Chapter 371.19. The priority list is used to invite the submittal of applications for financial assistance in priority ranking order. On February 19, 2016, the Texas Water Development Board (TWDB) approved a \$2,439,700 commitment for the City consisting of a \$359,700 Loan Forgiveness and a \$2,080,000 loan from the Clean Water State Revolving Fund (CWSRF) for construction of wastewater collection system improvements.

FINANCIAL IMPACT

The issuance of \$2,080,000 is not expected to cause a water rate increase.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Walter J. Pishkur Director of Water Utilities 817-459-6603 Buzz.Pishkur@arlingtontx.gov	Mike Finley Director of Finance 817-459-6345 Mike.Finley@arlingtontx.gov
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BOND ORDINANCE
No. _____

\$2,080,000

CITY OF ARLINGTON, TEXAS
WATER AND WASTEWATER SYSTEM REVENUE BONDS
SERIES 2016

Adopted: May 10, 2016

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AN ORDINANCE AWARDING THE SALE AND PROVIDING FOR THE ISSUANCE OF CITY OF ARLINGTON, TEXAS, WATER AND WASTEWATER SYSTEM REVENUE BONDS, SERIES 2016 IN THE AGGREGATE PRINCIPAL AMOUNT OF \$2,080,000; APPROVING AN ESCROW AGREEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT; APPROVING THE FORM OF SAID BONDS; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, in accordance with the Constitution and laws of the State of Texas, specifically Chapter 1502, Texas Government Code, as amended, the City of Arlington, Texas (the "City"), has previously issued its waterworks and sewer system revenue bonds (the "Outstanding Bonds") payable from a lien on and pledge of the net revenues of the City's combined water and wastewater system (the "System"), formerly known as the waterworks and sewer system; and

WHEREAS, the City Council has found and determined and does hereby find and determine that additional improvements and extensions to the City's System should be made; and

WHEREAS, in the ordinances authorizing the issuance of the Outstanding Bonds the City has reserved the right to issue, under certain conditions, additional bonds on a parity as to lien and right with the Outstanding Bonds; and

WHEREAS, the conditions precedent to the issuance of additional bonds under the ordinances authorizing the issuance of the Outstanding Bonds have occurred and are existing, and the City intends to issue pursuant to this Ordinance its revenue bonds as additional bonds on a parity with the Outstanding Bonds; and

WHEREAS, the City has requested financial assistance from the Texas Water Development Board ("TWDB") through TWDB's Clean Water State Revolving Fund to assist in the improvement and extension of the system (as defined herein).

WHEREAS, the Texas Water Development Board has committed to purchase the bonds hereinafter authorized pursuant to Subchapter J of Chapter 15, Texas Water Code, as amended; and

WHEREAS, the revenue bonds hereinafter authorized are to be issued and delivered pursuant to Chapter 1502, Texas Government Code, as amended, and in accordance with the general laws of the State of Texas; and

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

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

ARTICLE I

DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise, in this Ordinance, the following terms shall have the meanings specified below:

“Additional Bonds” means the additional parity bonds which the City reserves the right to issue in accordance with Section 9.1 of this Ordinance.

“Application” means the Application filed by the City with the Texas Water Development Board requesting financial assistance for improvement and extension of the system, as more fully described in such Application.

“Bond” means any of the Bonds.

“Bond Date” means the date designated as the initial date of the Bonds by Section 3.2(a) of this Ordinance.

“Bonds” means the City’s bonds authorized to be issued by Section 3.1 of this Ordinance entitled “City of Arlington, Texas, Water and Wastewater System Revenue Bonds, Series 2016.”

“Closing Date” means the date of the initial delivery of and payment for the first installment of the Bonds pursuant to Section 3.4 and the Escrow Agreement.

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

“Credit Facility” means (i) a policy of insurance or a surety bond, issued by an issuer of policies of insurance insuring the timely payment of debt service on governmental obligations, provided that a Rating Agency having an outstanding rating on such obligations would rate such obligations which are fully insured by a standard policy issued by the issuer in its two highest generic rating categories for such obligations; and (ii) a letter or line of credit issued by any financial institution, provided that a Rating Agency having an outstanding rating on the Bonds would rate the Bonds in its two highest generic rating categories for such obligations if the letter or line of credit proposed to be issued by such financial institution secured the timely payment of the entire principal amount of the Bonds and the interest thereon.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named in this Ordinance, the transfer/payment office located in Dallas, Texas, or such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

“DTC” shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” shall mean brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“EMMA” means the Electronic Municipal Market Access System.

“Escrow Agent” means The Bank of New York Mellon Trust Company, N.A., its successors and assigns.

“Escrow Agreement” means that certain Escrow Agreement, between the City and the Escrow Agent, pertaining to the deposit of the proceeds of the Bonds.

“Funds” means any of the funds and accounts established or confirmed in this Ordinance of the ordinances authorizing the issuance of the Outstanding Bonds.

“Initial Bond” means the Initial Bond as authorized by Section 3.4(d) of this Ordinance.

“Interest and Sinking Fund” means the City of Arlington, Texas, Water and Wastewater System Revenue Bonds Interest and Sinking Fund.

“Interest Payment Date” means the date or dates upon which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on June 1 and December 1 of each year, commencing December 1, 2016.

“MSRB” means the Municipal Securities Rulemaking Board.

“Net Revenues” means all income, revenues, and receipts of every nature derived from and received by virtue of the operation of the System (including interest income and earnings received from the investment of moneys in the Funds) after deducting and paying, and making provision for the payment of, current expenses of maintenance and operation thereof, including all salaries, labor, materials, repairs and extensions necessary to render efficient service; provided, however, that only such expenses for repairs and extensions as in the judgment of the City Council, reasonably and fairly exercised, are necessary to keep the System in operation and to render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair any obligations payable from the Net Revenues of the System, shall be deducted in determining “Net Revenues.” Contractual payments for the purchase of water or the treatment of sewage shall be a maintenance and operating expense of the System to the extent provided in the contract incurred therefor and as may be authorized by law. Depreciation shall never be considered as an expense of operation and maintenance.

“Ordinance” means this ordinance pursuant to which the Bonds are authorized.

“Outstanding Bonds” means the outstanding bonds of the following issues of the City:

(1) Waterworks and Sewer System Revenue Bonds, Series 1996, authorized by ordinance duly adopted on June 18, 1996;

- (2) Waterworks and Sewer System Refunding and Improvement Revenue Bonds, Series 1997, authorized by ordinance duly adopted on June 17, 1997;
- (3) Water and Wastewater System Revenue Bonds, Series 1999, authorized by ordinance duly adopted on February 9, 1999;
- (4) Water and Wastewater System Revenue Bonds, Series 2001, authorized by ordinance duly adopted on March 13, 2001;
- (5) Water and Wastewater System Revenue Bonds, Series 2002, authorized by ordinance duly adopted on March 12, 2002;
- (6) Water and Wastewater System Revenue Refunding Bonds, Series 2003, authorized by ordinance duly adopted on February 25, 2003;
- (7) Water and Wastewater System Revenue Bonds, Series 2004, authorized by ordinance duly adopted on February 24, 2004;
- (8) Water and Wastewater System Revenue Bonds, Series 2005, authorized by ordinance duly adopted on March 8, 2005;
- (9) Water and Wastewater System Revenue Bonds, Series 2007, authorized by ordinance duly adopted on July 24, 2007;
- (10) Water and Wastewater System Revenue Bonds, Series 2008, authorized by ordinance adopted June 17, 2008;
- (11) Water and Wastewater System Revenue Refunding Bonds, Series 2009, authorized by ordinance adopted April 7, 2009; and
- (12) Water and Wastewater System Revenue and Refunding Bonds, Series 2010, authorized by ordinance adopted June 22, 2010.
- (13) Water and Wastewater System Revenue Bonds, Series 2012, authorized by ordinance adopted June 5, 2012.
- (14) Water and Wastewater System Revenue Bonds, Series 2013A, authorized by ordinance adopted June 18, 2013.
- (15) Water and Wastewater System Revenue and Refunding Bonds, Series 2013B, authorized by ordinance adopted June 15, 2013.
- (16) Water and Wastewater System Revenue Bonds, Series 2014, authorized by ordinance adopted February 25, 2014.
- (17) Water and Wastewater System Revenue Bonds, Series 2014A, authorized by ordinance adopted June 1, 2014.

(18) Water and Wastewater System Revenue Refunding Bonds, Series 2014B, authorized by ordinance adopted June 1, 2014.

(19) Water and Wastewater System Revenue Bonds, Series 2015A, authorized by ordinance adopted May 15, 2015.

(20) Water and Wastewater System Revenue Refunding Bonds, Series 2015B, authorized by ordinance adopted May 15, 2015.

“Owner” means the person who is the registered owner of a Bond or Bonds, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds are in book-entry only form and held by DTC as securities depository in accordance with Section 3.10 hereof.

“Paying Agent/Registrar” means initially The Bank of New York Mellon Trust Company, N.A., or any successor thereto as provided in this Ordinance.

“Project” means the construction of improvements and extensions to the System as more fully described in the Application.

“Purchaser” means the Texas Water Development Board.

“Rating Agency” means any nationally recognized securities rating agency which has assigned a rating to the Bonds.

“Record Date” means the fifteenth calendar day of the month next preceding an Interest Payment Date.

“Register” means the Register specified in Section 3.6(a) of this Ordinance.

“Reserve Fund” means the City of Arlington, Texas, Water and Wastewater System Revenue Bonds Reserve Fund.

“Reserve Fund Obligations” means cash or investment securities of any of the type or types permitted under Section 7.5 of this Ordinance.

“Revenue Fund” means the City of Arlington, Texas, Water and Wastewater System Revenue Fund.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“System” means the City’s existing combined water and wastewater system, formerly known as the City’s combined waterworks system and sewer system, including all properties (real, personal or mixed and tangible or intangible) owned, operated, maintained, and vested in, the City for the supply, treatment and distribution of treated water for domestic, commercial,

industrial and other uses and the collection and treatment of watercarried wastes, together with all future additions, extensions, replacements and improvements thereto.

“TWDB” means the Texas Water Development Board, a state agency, or its successors and assigns.

Section 1.2. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.3. Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Ordinance.

ARTICLE II

SECURITY FOR THE BONDS

Section 2.1. Security for the Bonds.

The Bonds, the Outstanding Bonds and any Additional Bonds, as to both principal and interest, are and shall be equally and ratably secured by and payable from a first lien on and pledge of the Net Revenues of the System.

Section 2.2. Limited Obligations.

The Bonds, the Outstanding Bonds and any Additional Bonds, are special obligations of the City, payable solely from the Net Revenues, and do not constitute a prohibited indebtedness of the City; neither the Bonds, the Outstanding Bonds nor any Additional Bonds shall ever be payable out of funds raised or to be raised by taxation.

Section 2.3. Security Interest.

The City represents that, under Chapter 1208.002, Texas Government Code, a security interest in property, other than real property, that is created by the City is valid and effective according to the terms of the security agreement and is perfected from the time the security agreement is entered into or adopted continuously through the termination of the security interest, without physical delivery or transfer of control of the property, filing of a document, or another act. The City covenants that, if Chapter 1208.002 is amended at any time while the Bonds are outstanding and unpaid, the City shall take all actions required in order to preserve for the Owners of the Bonds a perfected security interest in the property in which such security interest is granted pursuant to Section 2.1 hereof.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND
PROVISIONS REGARDING THE BONDS

Section 3.1. Authorization.

The City's revenue bonds to be designated the "City of Arlington, Texas, Water and Wastewater System Revenue Bonds, Series 2016," are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including particularly Chapter 1502, Texas Government Code, as amended, and Article XIII, Section 1 of the Charter of the City. The Bonds shall be issued in the aggregate principal amount of \$2,080,000 for the purpose of improving and extending the System and paying the costs of issuing the Bonds.

Section 3.2. Date, Denomination, Maturities, Numbers and Interest.

(a) The Bonds shall be dated May 1, 2016, shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof, and shall be numbered separately from one upward, except the Initial Bond, which shall be numbered T-1.

(b) The Bonds shall mature on June 1 in the years and in the principal amounts set forth in the following schedule:

<u>Stated Maturity (6/01)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Stated Maturity (6/01)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2017	\$105,000	0.00%	2027	\$105,000	.160%
2018	105,000	0.000	2028	105,000	.250
2019	105,000	0.000	2029	105,000	.330
2020	105,000	0.000	2030	105,000	.390
2021	105,000	0.000	2031	105,000	.450
2022	105,000	0.000	2032	105,000	.510
2023	105,000	0.000	2033	100,000	.570
2024	105,000	0.000	2034	100,000	.630
2025	105,000	0.000	2035	100,000	.690
2026	105,000	0.030	2036	100,000	.750

(c) Interest on the Bonds begins from the date of delivery to the Purchaser. The Bonds shall bear interest at the rates per annum for each respective maturity specified in subsection (b) above. Interest shall accrue and be paid on each Bond respectively in the manner provided and on the dates stated in the Form of Bond. Interest shall be payable on each Interest Payment Date and shall be computed on the basis of a 360-day year of twelve 30-day months.

Section 3.3. Medium, Method and Place of Payment.

(a) The principal of and interest on the Bonds shall be paid in lawful money of the United States of America, as provided in this Section.

(b) Interest on the Bonds shall be payable to the Owners thereof as shown in the Register at the close of business on the Record Date. However, in the event that interest on the Bonds is not paid on a scheduled Interest Payment Date and remains unpaid for thirty (30) days thereafter, a new record date for such interest payment (a “Special Record Date”) shall be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the “Special Payment Date,” which shall be at least 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Bond appearing on the Register at the close of business on the last business day next preceding the date of mailing of such notice.

(c) Interest shall be paid by check, dated as of the Interest Payment Date, and sent, first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each as such appears in the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement.

(d) The principal of each Bond shall be paid to the Owner of such Bond on the due date thereof, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) So long as TWDB is the Owner of the Bonds, payments of interest and principal shall be made in wire transfer form at no cost to TWDB.

(f) If the date for the payment of the principal of or interest on the bonds shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in Section 3.2 of this Ordinance.

(g) Unclaimed payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which such unclaimed payments pertain. Subject to any escheat, abandoned property or similar law of the State of Texas, any such payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Bonds, shall be paid to the City to be used for any lawful purpose. Thereafter, none of the City, the Paying Agent/Registrar or any other person shall be liable or responsible to any holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to any applicable escheat law or similar law of the State of Texas.

Section 3.4. Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor and City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying

Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas, is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Bond representing the entire principal amount of all Bonds, payable in stated installments to the Purchaser, or its designee, executed with the manual or facsimile signatures of the Mayor and the City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchaser or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of the Purchaser definitive Bonds for each maturity, in the aggregate principal amount thereof, registered in the name of Cede & Co., as nominee of DTC, to DTC, on behalf of the Purchaser.

Section 3.5. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment as provided herein (except interest shall be paid to the person in whose name such Bond is registered on the Record Date) and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of any Bond shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.6. Registration, Transfer and Exchange.

(a) So long as any Bond remains outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Ordinance.

(b) A Bond shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any authorized denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bond presented for exchange. The

Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) Each exchange Bond delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond or portion thereof called for redemption prior to maturity within forty-five (45) days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.7. Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Ordinance, shall be cancelled, and proper records shall be made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds in accordance with requirements of the Securities Exchange Act of 1934, as amended, and the rules and regulations published thereunder.

Section 3.8. Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in the

authorized denomination, and in the same aggregate principal amount, as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.9. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) After the delivery of such replacement Bond, if a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and

security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.10. Book-Entry Only System.

The Bonds shall initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with the letter of representations from the City to DTC. On the Closing Date the definitive Bonds shall be issued in the form of a single typewritten certificate for each maturity thereof registered in the name of Cede & Co., as nominee for DTC. The City may not discontinue the use of book-entry only system, without prior written consent of the TWDB

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners as shown in the Register, as provided in this Ordinance, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the registered owner at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

Section 3.11. Successor Securities Depository; Transfer Outside Book-Entry-Only System.

In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the letter of representations from the City to DTC, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC

Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 3.12. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the blanket letter of representations from the City to DTC.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Bonds shall be subject to redemption before their scheduled maturity only as provided in this Article IV.

Section 4.2. Optional Redemption.

(a) The City reserves the right and option to redeem Bonds before their respective maturity, in whole or in part, in inverse order of maturity, on June 1, 2026, or on any date thereafter, such redemption date or dates to be fixed by the City, at a price equal to the principal amount of the Bonds so called for redemption plus accrued interest to the date fixed for redemption.

(b) If less than all the Bonds are to be redeemed pursuant to an optional redemption, the Bonds shall be redeemed in inverse order of maturity. If less than all of the bonds within a maturity are to be redeemed, Bonds within such maturity shall be called by lot or other customary method that results in a random selection of the Certificates.

(c) The City, at least 45 days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Bonds to be redeemed.

Section 4.3. Reserved.

Section 4.4. Partial Redemption.

(a) A portion of a single Bond of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. The Paying Agent/Registrar shall treat each \$5,000 portion of such Bond as though it were a single bond for purposes of selection for redemption.

(b) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.6 of this Ordinance, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

(c) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Bond as to which only a portion thereof is to be redeemed.

Section 4.5. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed, at the address shown in the Register.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, subject to Section 3.10 hereof, an identification of the Bonds or portions thereof to be redeemed.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.6. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Interest and Sinking Fund or otherwise received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the principal corporate trust office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Bond to the date of redemption from the moneys set aside for such purpose.

Section 4.7. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.5 of this Ordinance, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption; thereafter, unless the City defaults in the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof shall continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same.

Section 4.8. Conditional Notice of Redemption.

The City reserves the right, in the case of an optional redemption pursuant to Section 4.2 herein, to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption and such redemption has been rescinded shall remain Outstanding and the rescission of such redemption shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.1. Appointment of Initial Paying Agent/Registrar.

The Bank of New York Mellon Trust Company, N.A. is hereby appointed as the initial Paying Agent/Registrar for the Bonds.

Section 5.2. Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 5.3. Maintaining Paying Agent/Registrar.

(a) At all times while any Bonds are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.2 of this Ordinance. The Mayor of the City is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar in the substantially final form presented at this meeting, the terms and provisions of which are hereby approved. The signature of the Mayor shall be attested by the City Secretary of the City.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.4. Termination.

The City, upon not less than 60 days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.5. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.6. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.7. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE BONDS

Section 6.1. Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment to appear on each of the Bonds, (i) shall be substantially in the form set forth in this Article with such appropriate insertions, omissions, substitutions, and other variations as are

permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.2. Form of the Bonds.

The form of the Bond, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Bonds shall be substantially as follows:

(a) Form of Bond.

REGISTERED
No. _____

REGISTERED
\$ _____

United States of America
State of Texas

COUNTY OF TARRANT
CITY OF ARLINGTON, TEXAS
WATER AND WASTEWATER SYSTEM REVENUE BOND
SERIES 2016

<u>INTEREST</u> <u>RATE:</u>	<u>MATURITY</u> <u>DATE:</u>	<u>BOND DATE:</u>	<u>DATE OF</u> <u>DELIVERY</u>	<u>CUSIP</u> <u>NUMBER:</u>
_____%	June 1, ____	May 1, 2016	May 24, 2016	____ _

The City of Arlington (the "City"), in the County of Tarrant, State of Texas, for value received, hereby promises to pay to

or registered assigns, but solely from the sources and in the manner hereinafter provided, on the Maturity Date specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provided for, and to pay interest thereon, from the Date of Delivery as set forth above, to the date of its scheduled maturity or the date of its redemption prior to scheduled maturity, at the rate of interest per annum specified above, with said interest being payable on December 1, 2016, and semiannually on each June 1 and December 1 thereafter.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate office in Dallas, Texas (the "Designated Payment/Transfer Office), of The Bank of New York Mellon Trust Company, N.A., the initial Paying Agent/Registrar, or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the interest payment date, and mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, such person shall bear all risk and expense of such other banking arrangement. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the fifteenth calendar day of the month next preceding such interest payment date. The foregoing notwithstanding, so long as the Texas Water Development Board is the registered owner of 100% in aggregate principal amount of the Bonds then outstanding, payment of principal and interest on the Bonds shall be made thereto by wire transfer, at no expense to the Texas Water Development Board.

If the date for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday or day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday or day on which banking institutions are required or authorized to close and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Bond is dated May 1, 2016 and is one of a series of fully registered bonds specified in the title hereof issued in the aggregate principal amount of \$2,080,000 (herein referred to as the "Bonds"), issued pursuant to the authority provided by Chapter 1502, Texas Government Code, as amended, and a certain ordinance of the City (the "Ordinance"), for the purpose of improving and extending the City's water and wastewater system (the "System"), and paying the costs of issuing the Bonds.

The Bonds, together with certain outstanding parity lien revenue bonds of the City, are secured by and payable solely from a first lien on and pledge of the net revenues of the System, as provided or incorporated by reference in the Ordinance. The Bonds constitute special

obligations of the City payable solely from the sources and in the manner set forth herein and in the Ordinance and not from any other revenues, funds or assets of the City.

The City has reserved the right, subject to the restrictions stated or incorporated by reference in the Ordinance, to issue additional parity revenue bonds that may be secured in the same manner and on a parity with the Bonds and the previously issued parity revenue bonds.

The City has reserved the option to redeem the Bonds before their respective scheduled maturities, in whole or in part, in inverse order of maturity, on June 1, 2026, or on any date thereafter, at a price equal to the principal amount of the Bonds so called for redemption plus accrued interest to the date fixed for redemption. If less than all of the Bonds are to be redeemed, the Bonds shall be redeemed in inverse order of maturity. If less than all of the Bonds within a maturity are to be redeemed, Bonds within such maturity shall be called by lot or other customary method that results in a random selection of the Bonds.

Notice of such redemption or redemptions shall be given by first class mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the registered owner of each of the Bonds to be redeemed in whole or in part. Notice having been so given, the Bonds or portions thereof designated for redemption shall become due and payable on the redemption date specified in such notice; from and after such date, notwithstanding that any of the Bonds or portions thereof so called for redemption shall not have been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue.

The City reserves the right, in the case of an optional redemption pursuant to the Ordinance, to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption and such redemption has been rescinded shall remain Outstanding and the rescission of such redemption shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default.

As provided in the Ordinance and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Paying Agent/Registrar, nor any such agent shall be affected by notice to the contrary.

The registered owners hereof shall never have the right to demand payment of this Bond out of any funds raised or to be raised by taxation.

IT IS HEREBY CERTIFIED AND RECITED that this Bond has been duly and validly issued and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the issuance and delivery of this Bond have been performed, existed, and been done in accordance with law.

IN WITNESS WHEREOF, the City has caused this Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed or placed in facsimile on this Bond.

City Secretary
City of Arlington, Texas

Mayor, City of Arlington, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Bonds if such certificate on the Initial Bond is fully executed.

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
OF THE STATE OF TEXAS §

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Bond has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding special obligation of the City of Arlington, Texas, payable from the revenues pledged to its payment by and in the ordinance authorizing same; and that this Bond has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _____.

Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Bond if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Bond of this series of bonds was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Bonds referred to in the within mentioned Ordinance.

_____,
as Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

(print or typewrite name, address and Zip Code of transferee)
(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) Initial Bond Insertions.

The Initial Bond shall be in the form set forth in paragraphs (a) through (d) of this Section, except for the following alterations:

(i) immediately under the name of the Bond, the headings “Interest Rate” and “Maturity Date” shall both be completed with the words “As shown below;”

(ii) in the first paragraph of the Bond, the words “on the Maturity Date specified above” shall be deleted and the following will be inserted: “on June 1 in each of the years, in the principal installments, and bearing interest at the per annum rates set forth in the following schedule:

<u>Year</u>	<u>Principal Installments</u>	<u>Interest Rates</u>
-------------	-------------------------------	-----------------------

(Information to be inserted from Section 3.2 hereof).

Section 6.3. CUSIP Registration.

The City may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor’s Corporation, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 6.4. Legal Opinion.

The approving legal opinion of Bracewell LLP, Bond Counsel, may be printed on the back of or attached to each Bond over the certification of the City Secretary of the City, which may be executed in facsimile.

Section 6.5. Statement of Insurance.

A statement relating to a municipal bond insurance policy to be issued for the Bonds, if any, may be printed on or attached to each Bond in the event that such a policy insuring payment of the Bonds is purchased.

ARTICLE VII

FUNDS AND ACCOUNTS

Section 7.1. Funds.

The City covenants and agrees that all revenues derived from the operation of the System shall be kept separate from other funds of the City. To that end, the following special Funds heretofore established are hereby reaffirmed and shall be maintained in an official depository

bank of the City so long as any of the Bonds, the Outstanding Bonds and any Additional Bonds are outstanding and unpaid, to wit:

(a) “City of Arlington, Texas, Water and Wastewater System Revenue Fund” (herein called the “Revenue Fund”), formerly known as the Waterworks and Sewer System Revenue Fund;

(b) “City of Arlington, Texas, Water and Wastewater System Revenue Bonds Interest and Sinking Fund” (herein called the “Interest and Sinking Fund”), formerly known as the Waterworks and Sewer Revenue Bonds Interest and Sinking Fund; and

(c) “City of Arlington, Texas, Water and Wastewater System Revenue Bonds Reserve Fund” (herein called the “Reserve Fund”), formerly known as the Waterworks and Sewer System Revenue Bonds Reserve Fund.

Section 7.2. Revenue Fund.

The City shall deposit, from day to day as collected, all revenues of every nature derived from the operation of the System into the Revenue Fund and the money from time to time on deposit therein shall be appropriated to the following uses in the following order of priority, to wit:

(a) to the payment of all necessary and reasonable expenses of operation and maintenance of the System as said expenses are defined by law;

(b) to the Interest and Sinking Fund and the Reserve Fund when and in the amounts required by this Ordinance and the ordinances authorizing the Outstanding Bonds and any Additional Bonds and for the payment of the principal and interest on the Bonds, the Outstanding Bonds and any Additional Bonds when and as due and payable and for the creation of a reserve therefor;

(c) to any other purpose of the City now or hereafter permitted by law.

Section 7.3. Interest and Sinking Fund.

In addition to all other amounts required by the ordinances authorizing the Outstanding Bonds, there shall be deposited into the Interest and Sinking Fund created for the benefit of the Outstanding Bonds, the Bonds, and all Additional Bonds, the following sums:

(a) such amounts, in equal monthly installments, commencing on the 25th day of the month immediately succeeding the month in which the Bonds are delivered, and on the 25th day of each month thereafter, as will be sufficient to pay the interest scheduled to come due on the Bonds on the next Interest Payment Date, less any amounts already on deposit therein for such purpose derived from the proceeds of the Bonds or from any other lawfully available source; and

(b) such amounts, in equal monthly installments, commencing on the 25th day of the month immediately succeeding the month in which the Bonds are delivered, and on the 25th day of each month thereafter, as will be sufficient to pay the next maturing principal of the Bonds.

(c) In addition to the foregoing requirements, the City shall make additional deposits into the Interest and Sinking Fund at the times and in the amounts specified in any ordinance authorizing the issuance of any Additional Bonds.

(d) The Interest and Sinking Fund shall be used solely for the purpose of paying the principal and interest on the Bonds, the Outstanding Bonds and any Additional Bonds as such principal matures and such interest becomes due and payable.

Section 7.4. Reserve Fund.

(a) The City covenants and agrees that it will continuously maintain in the Reserve Fund an amount of Reserve Fund Obligations equal to not less than the average annual principal and interest requirements on the Bonds, the Outstanding Bonds, and any Additional Bonds from time to time outstanding (the "Reserve Fund Requirement"), and that upon issuance of Additional Bonds, it will increase, if necessary and accumulate the amount to be deposited in the Reserve Fund in accordance with the requirements set forth in Section 9.1 hereof. For so long as the funds on deposit in the Reserve Fund are equal to the Reserve Fund Requirement, no additional deposit need be made therein, but should the Reserve Fund at any time contain less than the Reserve Fund Requirement, then, subject and subordinate to making the required deposits to the credit of the Interest and Sinking Fund, the City shall restore such deficiency by depositing additional Reserve Fund Obligations into the Reserve Fund in monthly installments of not less than 1/24th of the Reserve Fund Requirement on or before the 10th day of each month following such deficiency, termination, or expiration. The money on deposit in the Reserve Fund shall be used solely for the purpose of paying the principal of and interest on the Bonds, the Outstanding Bonds and any Additional Bonds at any time there are not sufficient moneys on deposit in the Interest and Sinking Fund.

(b) The City may, at its option, withdraw all surplus in the Reserve Fund over the Reserve Fund Requirement and deposit the same in the Revenue Fund; provided, however, that to the extent such surplus monies constitute bond proceeds, including interest and income derived therefrom, such amounts shall not be deposited to the Revenue Fund and shall only be used for the purposes for which bond proceeds may be used.

(c) For the purpose of determining compliance with the requirements of subsection (a) of this Section, Reserve Fund Obligations shall be valued each year as of the last day of the City's fiscal year at their cost or market value, whichever is lower, except that any direct obligations of the United States (State and Local Government Series) held for the benefit of the Reserve Fund in book-entry form shall be continuously valued at their par value or face principal amount.

(d) To the extent permitted by, and in accordance with applicable law and upon approval of the Attorney General of the State of Texas, the City may replace or substitute a Credit Facility for cash or investment securities, of any of the type or types permitted by Section 7.5 hereof, on deposit in the Reserve Fund or in substitution or replacement of any existing Credit Facility. Upon such replacement or substitution, cash or investment securities of any of the types permitted by Section 7.5 hereof, on deposit in the Reserve Fund which, taken together with the face amount of any existing Credit Facilities, are in excess of the Reserve Fund

Requirement may be withdrawn by the City, at its option, and transferred to the Revenue Fund; provided that the face amount of any Credit Facility may be reduced at the option of the City in lieu of such transfer. However, to the extent such surplus monies constitute bond proceeds, including interest and income derived therefrom, such amounts shall not be deposited to the Revenue Fund and shall only be used for the purposes for which bond proceeds may be used. Any interest due on any reimbursement obligation under the Credit Facility shall not exceed the highest lawful rate of interest which may be paid by the City.

(e) If the City is required to make a withdrawal from the Reserve Fund for any of the purposes described in this Section, the City shall promptly notify the issuer of such Credit Facility of the necessity for a withdrawal from the Reserve Fund for any such purposes, and shall make such withdrawal first from available moneys or investment securities then on deposit in the Reserve Fund, and next from a drawing under any Credit Facility to the extent of such deficiency.

(f) In the event of a deficiency in the Reserve Fund, or in the event that on the date of termination or expiration of any Credit Facility there is not on deposit in the Reserve Fund sufficient Reserve Fund Obligations, all in an aggregate amount at least equal to the Reserve Fund Requirement, then the City shall, after making required deposits to the Interest and Sinking Fund in accordance with the terms of this Ordinance, satisfy the Reserve Fund Requirement by depositing additional Reserve Fund Obligations into the Reserve Fund in monthly installments of not less than 1/24th of the Reserve Fund Requirement on or before the 10th day of each month following such deficiency, termination or expiration.

(g) In the event of the redemption or defeasance of any of the Outstanding Bonds, any Reserve Fund Obligations on deposit in the Reserve Fund in excess of the Reserve Fund Requirement may be withdrawn and transferred, at the option of the City, to the Revenue Fund, as a result of (i) the redemption of the Outstanding Bonds, or (ii) funds for the payment of the Outstanding Bonds having been deposited irrevocably with the paying agent or place of payment therefor in the manner described in this Ordinance, the result of such deposit being that such Outstanding Bonds no longer are deemed to be Outstanding under the terms of this Ordinance. However, to the extent such surplus monies constitute bond proceeds, including interest and income derived therefrom, such amounts shall not be deposited to the Revenue Fund and shall only be used for the purposes for which bond proceeds may be used.

(h) In the event there is a draw upon the Credit Facility, the City shall reimburse the issuer of such Credit Facility for such draw in accordance with the terms of any agreement pursuant to which the Credit Facility is issued from Net Revenues; however, such reimbursement from Net Revenues shall be subject to the provisions of subparagraph (f) hereof, and shall be subordinate and junior in right of payment to the payment of principal of and premium, if any, and interest on the Bonds.

Section 7.5. Construction Fund.

There is hereby established a separate construction fund entitled "City of Arlington Series 2016 Construction Fund" (the "Construction Fund"). Amounts on deposit in the Construction Fund shall be applied by the City to pay the costs of the Project

Section 7.6. Investment of Funds.

Money in any Fund established pursuant to this Ordinance or any ordinance authorizing the issuance of Outstanding Bonds, and any Additional Bonds, may, at the option of the City, be invested in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the Public Funds Investment Act of 1987, Chapter 2256 Texas Government Code, and the Public Funds Collateral Act, Government Code Chapter 2257, each as amended, or any successor law, as in effect from time to time; provided that all such deposits and investments shall be made in such manner (which may include repurchase agreements for such investment with any primary dealer of such agreements) that the money required to be expended from any Fund will be available at the proper time or times. Such investments shall be valued each year in terms of current market value as of the last day of the City's fiscal year. For purposes of maximizing investment returns, to the extent permitted by law, money in such Funds may be invested in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such fund are held by or on behalf of each such Fund. If necessary, such investments shall be promptly sold to prevent any default.

Section 7.7. Deficiencies in Funds.

If at any time the City shall fail to deposit into any Fund hereinabove created or reaffirmed the full amounts required to be deposited therein, the amounts equivalent to such deficiencies shall be set apart and paid into said Fund from the first available and unallocated Net Revenues of the System, and such payments shall be in addition to the amounts otherwise required hereby to be paid into said Funds. To the extent necessary, the City shall increase the rates and charges for services of the System to make up for any such deficiencies.

Section 7.8. Security of Funds.

All Funds heretofore created or reaffirmed, to the extent not invested as herein permitted, shall be secured in the manner and to the fullest extent required by law for the security of public funds, and such Funds shall be used only for the purposes and in the manner permitted or required by this Ordinance and the ordinances authorizing the issuance of the Outstanding Bonds and any Additional Bonds.

ARTICLE VIII

SALE AND DELIVERY OF BONDS; DEPOSIT OF PROCEEDS

Section 8.1. Sale of Bonds; Private Placement Memorandum.

(a) The Bonds are hereby sold to TWDB (also referred to herein as “Purchaser”) for the price of par, less an origination fee payable to TWDB of \$37,781. The Bonds have been purchased by the TWDB pursuant to its Resolution No. 16-009 adopted on February 18, 2016, which provides that the Bonds are being purchased pursuant to Texas Water code, Section 15.607 from the Clean Water State Revolving Fund and that in accordance thereto the Executive Administrator of the Board will direct the purchase of the Bonds with the proceeds of the Bonds to be deposited to an escrow fund, held separate and apart from other monies of the City, and applied to the payment of costs of the projects for which the Bonds are authorized pursuant to Section 3.1.

(b) The City hereby authorizes the City Manager to approve and execute such documents necessary to effect the delivery of the Bonds. Specifically, but not by way of limitation, the City Manager is hereby authorized and directed to execute and deliver and the City Secretary is hereby authorized and directed to attest the Escrow Agreement with such changes as approved by the City Manager, such approval being evidenced by the execution and delivery thereof.

(c) It is the intent of the parties to the sale of the Bonds that if TWDB ever determines to sell all or a part of the Bonds, it shall notify the City at least 60 days prior to the sale of the Bonds of the decision to so sell the Bonds.

(d) All officers of the City are authorized to execute such documents, certificates and receipts, and to make such elections with respect to the tax exempt status of Bonds, as they may deem appropriate in order to consummate the delivery of the Bonds in accordance with the provisions and terms of this Ordinance. Further, in connection with the submission of the record of proceedings for the Bonds to the Attorney General of the State of Texas for examination and approval of such Bonds, the appropriate officer of the City is hereby authorized and directed to issue a check of the City payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount not to exceed \$9,500).

(e) The form and substance of the Private Placement Memorandum for the Bonds, as amended, and any addenda, supplement or amendment thereto (the “Private Placement Memorandum”), presented to and considered at this meeting, are hereby in all respects approved and adopted.

(f) All officers of the City are authorized to execute such documents, certificates and receipts as they may deem appropriate in order to consummate the delivery of the Bonds in accordance with the terms and purposes of this Ordinance.

(g) The obligation of the Purchaser to accept delivery of the Bonds is subject to the Purchaser being furnished with the final, approving opinion of Bracewell LLP, Bond Counsel for the City, which opinion shall be dated and delivered on the Closing Date.

(h) In the event the Mayor or City Secretary is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem and the Assistant City Secretary, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tem and the Assistant City Secretary shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor and City Secretary, respectively.

Section 8.2. Control and Delivery of Bonds.

(a) The Director of Finance of the City is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the initial Purchaser thereof under and subject to the general supervision and direction of the Director of Finance of the City, against receipt by the City of all amounts due to the City under the terms of sale.

Section 8.3. Deposit of Proceeds.

After giving effect to the payment required in Section 8.01(a), the remaining proceeds of the Bonds shall be deposited to the "Escrow Fund" (as defined in the Escrow Agreement), and, to the extent directed in writing by TWDB, to the Construction Fund. Moneys deposited to the Escrow Fund shall be applied as provided in the Escrow Agreement.

Section 8.4. Approval of Escrow Agreement.

The Escrow Agreement, in substantially the form presented at this meeting, and the terms and provisions thereof, are hereby approved, and its execution and delivery by the Mayor, are hereby authorized and approved.

ARTICLE IX

COVENANTS

Section 9.1. Additional Bonds.

(a) In addition to the right to issue bonds of inferior lien as authorized by law, the City reserves the right to issue Additional Bonds, under and in accordance with this Section 9.1, for the purpose of improving, extending, equipping and repairing the System and for the purpose of refunding, in any lawful manner, any part or all of the Bonds or the Outstanding Bonds. The Additional Bonds shall be secured by and payable from a first and superior lien on and pledge of

the Net Revenues in the same manner and to the same extent as the Bonds and the Outstanding Bonds; and the Bonds, any Outstanding Bonds, and the Additional Bonds then proposed to be issued shall in all respects be on a parity and of equal dignity as to lien and right. Additional Bonds may be issued under this Section in one or more installments; provided, however, that none of the Additional Bonds shall be issued unless and until the following conditions have been met, to-wit:

(i) The City is not then in default as to any covenant, condition or obligation prescribed by any ordinance authorizing the issuance of the Outstanding Bonds;

(ii) Each of the special Funds created for the payment and security of the Bonds and the Outstanding Bonds contain the amount of money then required to be on deposit therein;

(iii) The City has secured from a Certified Public Accountant a certificate showing that the Net Earnings of the System for either the completed fiscal year next preceding the date of the Additional Bonds or a consecutive twelve-month period out of the last fifteen months next preceding the date of the Additional Bonds is equal to at least 1.25 times the average annual principal and interest requirements (calculated on a fiscal year basis) of all bonds which will be outstanding after the issuance of the proposed Additional Bonds. However, (A) should the certificate of the accountant certify that the Net Earnings of the System for the period covered thereby were less than required above, and (B) a change in the rates and charges for water and sewer services afforded by the System became effective at least 60 days prior to the last day of the period covered by the accountant's certificate, and (C) an independent engineer or engineering firm having a favorable reputation with respect to such matters will certify that, had such change in rates and charges been effective for the entire period covered by the accountant's certificate, the Net Earnings of the System covered by the accountant's certificate would have been, in his or their opinion, equal to at least 1.25 times the average annual principal and interest requirements (calculated on a fiscal year basis) of the Outstanding Bonds after giving effect to the issuance of the Additional Bonds, then, in such event, the coverage specified in the first sentence of this paragraph (iii) shall not be required for the period specified, and such accountant's certificate will be sufficient if accompanied by an engineer's certificate to the above effect;

(iv) The ordinance authorizing the Additional Bonds (A) requires that deposits shall be made into the Interest and Sinking Fund in amounts adequate to pay the principal and interest requirements of the Additional Bonds as the same become due; and (B) provides that the aggregate amount to be accumulated and maintained in the Reserve Fund shall be increased to an amount equal to the Reserve Fund Requirement for all Bonds to be outstanding after the issuance of said Additional Bonds. Such additional amount shall be so accumulated in not more than sixty months from the date of the Additional Bonds, in equal monthly installments, commencing on the 25th day of the month immediately succeeding the Closing Date, and on the 25th day of each month thereafter until an amount equal to the Reserve Fund Requirement is on deposit; and

(v) The Additional Bonds are scheduled to mature only on June 1, and the interest thereon is scheduled to be paid on June 1 and December 1.

(b) The term “Net Earnings,” as used in this Section 9.1, shall mean all income, receipts and revenues derived from the operation of the System, including interest earned on invested moneys in the special Funds created herein for the payment and security of obligations payable from the Net Revenues, after deduction of maintenance and operating expenses but not deducting depreciation, debt service payments on Bonds and other expenditures which, under standard accounting practice, should be classified as capital expenditures. Revenues and receipts resulting solely from the ownership of the System (grants, meter deposits and gifts) and interest earned on construction funds created from Bond proceeds shall not be treated or included as income, revenues or receipts from the operation of the System for purposes of determining “Net Earnings.”

(c) Wherever, in this Section 9.1, the City reserves the right to issue Additional Bonds, such term shall also include, mean and refer to any other forms or types of obligations which may be made lawfully payable from and secured by the same source of revenues of the City.

(d) The City covenants that, for so long as any principal or interest pertaining to any Bonds or Outstanding Bonds remain outstanding and unpaid, it will not authorize or issue any further bonds of the City secured by a lien on and pledge of the revenues of the System superior or senior to the pledge and lien created herein for the Bonds and the Outstanding Bonds, or secured by a lien on and pledge of the revenues of the System on a parity with the Bonds and the Outstanding Bonds except in conformity with the provisions of this Section 9.1.

Section 9.2. Rates and Charges.

The City hereby covenants that, for the benefit of the original purchasers and any and all subsequent holders of the Bonds, the Outstanding Bonds, and any Additional Bonds, or any part thereof, and in addition to all other provisions and covenants contained in this Ordinance, it is expressly agreed that the City shall, at all times while any of the Bonds, the Outstanding Bonds or any Additional Bonds are outstanding and unpaid, fix and maintain rates and collect charges for the facilities and services afforded by the System, which will provide revenues annually at least equal to the amount required to:

(a) pay for all operation, maintenance, depreciation, replacement and betterment charges of the System;

(b) establish and maintain the Interest and Sinking Fund and Reserve Fund requirements contained in this Ordinance and in the ordinances authorizing the Outstanding Bonds and any Additional Bonds; and

(c) produce Net Revenues each year in an amount not less than 1.25 times the average annual principal and interest requirements of the Bonds, the Outstanding Bonds and any Additional Bonds from time to time outstanding.

Section 9.3. Maintenance and Operation; Insurance.

(a) The City hereby covenants and agrees that the System shall be operated on a fiscal year basis and shall be maintained in good condition and operated in an efficient manner and at reasonable cost. So long as any of the Bonds or the Outstanding Bonds are outstanding, the City agrees to maintain insurance on the System of a kind and in an amount customarily carried by municipal corporations in the State of Texas engaged in a similar type of business and in an amount sufficient to protect the TWDB's interest in the Project. Nothing in this Ordinance shall be construed as requiring the City to expend any funds which are derived from sources other than the operation of the System but nothing herein shall be construed as preventing the City from doing so.

(b) The City further covenants and agrees with the holder or holders of the Bonds from time to time, that it will maintain and operate the System with all possible efficiency while any of the Bonds remain outstanding and unpaid, and that it will faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State of Texas, including the making and collecting of reasonable and sufficient rates for water and wastewater services supplied by the System, and segregation and application of the revenues of the System as required by the provisions of this Ordinance.

Section 9.4. Records, Accounts, Accounting Reports.

That the City hereby covenants and agrees that so long as any of the Bonds or Outstanding Bonds or any interest thereon remain outstanding and unpaid, it will keep and maintain a proper and complete system of records and accounts pertaining to the operation of the System and its component parts separate and apart from all other records and accounts of the City in accordance with accepted accounting practices prescribed for municipal corporations, and complete and correct entries shall be made of all transactions relating to the System, as provided by Chapter 1502, Texas Government Code, as amended. The holder or holders of any Bonds or any duly authorized agent or agents of such holders, shall have the right at all reasonable times to inspect all such records, accounts and data relating thereto and to inspect the System and all properties comprising same. The City further agrees that as soon as possible following the close of each fiscal year, it will cause an audit of such books and accounts to be made by an independent firm of Certified Public Accountants. Each such audit, in addition to whatever other matters may be thought proper by the Accountant, shall particularly include the following:

(a) A detailed statement of the income and expenditures of the components of the System for such fiscal year;

(b) A balance sheet as of the end of such fiscal year;

(c) A detailed statement of the source and disposition of all funds of the System during such fiscal year;

(d) The Accountant's comments regarding the manner in which the City has complied with the covenants and requirements of this Ordinance and his recommendations for any changes or improvements in the operation, records and accounts of the System;

(e) A list of the securities which have been on deposit as security for the money in the Interest and Sinking Fund and Reserve Fund throughout the fiscal year, a list of the investments, if any, credited to the Reserve Fund for the payment and security of the Bonds, and a statement of the manner in which money in the Revenue Fund has been secured in such fiscal year; and

(f) The number of customers served by the components of the System.

Expenses incurred in making the audits above referred to are to be treated as maintenance and operating expenses of the System and paid as such. Copies of the aforesaid annual audit shall be immediately furnished, upon written request, to the original purchasers and any subsequent holder of the Bonds.

Section 9.5. Further Covenants.

The City hereby further covenants and agrees as follows, to-wit:

(a) That it has the lawful power to pledge the Net Revenues to the payment of the Bonds and has lawfully exercised said power under the Constitution and laws of the State of Texas; that the Outstanding Bonds, the Bonds and the Additional Bonds, when issued, shall be ratably secured under said pledge in such manner that one bond shall have no preference over any other bond of said issues as hereinbefore provided.

(b) That, other than for the payment of the Outstanding Bonds and the Bonds, the Net Revenues of the System are not in any manner now pledged to the payment of any debt or obligation of the City or of the System.

(c) That, for so long as any of the Outstanding Bonds or the Bonds or any interest thereof remain outstanding, the City will not sell or encumber the physical properties of the System or any substantial part thereof; provided, however, this covenant shall not be construed to prohibit the sale of such machinery or other properties or equipment which has become obsolete or otherwise unsuited to the efficient operation of the System.

(d) That no free service of the System shall be allowed, and should the City or any of its agents or instrumentalities make use of the services and facilities of the System, payment of the reasonable value thereof shall be made by the City out of funds from sources other than the revenues and income of the System.

(e) That it will comply with all of the terms and conditions of any and all franchises, permits and authorizations applicable to or necessary with respect to the System, and which have been obtained from any governmental agency; and the City has or will obtain and keep in full force and effect all franchises, permits, authorizations and other requirements applicable to or necessary with respect to the acquisition, construction, equipment, operation and maintenance of the System.

(f) That it will not grant any franchise or permit the acquisition, construction or operation of any competing facilities which might be used as a substitute for the System's facilities, and, to the extent that it legally may, the City will prohibit any such competing facilities.

Section 9.6. Federal Income Tax Exclusion.

The City intends that the interest on the Bonds shall be excludable from gross income for purposes of federal income taxation pursuant to sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the “Code”), and the applicable Treasury regulations promulgated thereunder (the “Regulations”). The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would cause the interest on the Bonds to be includable in the gross income, as defined in section 61 of the Code, of the holders thereof for purposes of federal income taxation. In particular, the City covenants and agrees to comply with each requirement of Sections 9.6(a) through 9.13 of this Article IX; provided, however, that the City shall not be required to comply with any particular requirement of Sections 9.6 through 9.13 of this Article IX if the City has received an opinion of nationally recognized bond counsel (“Counsel’s Opinion”) that such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or if the City has received a Counsel’s Opinion to the effect that compliance with some other requirement set forth in Sections 9.6 through 9.13 of this Article IX will satisfy the applicable requirements of the Code, in which case compliance with such other requirement specified in such Counsel’s Opinion shall constitute compliance with the corresponding requirement specified in Sections 9.6 through 9.13 of this Article IX.

Section 9.7. No Private Use or Payment and No Private Loan Financing.

The City covenants and agrees that it will make such use of the proceeds of the Bonds, including interest or other investment income derived from Bond proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the bonds will not be “private activity bonds” within the meaning of section 141 of the Code and the Regulations. Moreover, the City shall certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “private activity bonds” within the meaning of section 141 of the Code and the Regulations.

Section 9.8. No Federal Guaranty.

The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Bonds to be “federally guaranteed” within the meaning of section 149(b) of the Code and the Regulations thereunder, except as permitted by section 149(b)(3) of the Code and the applicable Regulations thereunder.

Section 9.9. Bonds are not Hedge Bonds.

The City covenants and agrees not to take any action, or knowingly omit to take any action, and has not knowingly omitted and will not knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Bonds to be “hedge bonds” within the meaning of section 149(g) of the Code and the Regulations.

Section 9.10. No-Arbitrage Covenant.

The City shall certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the City will reasonably expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of section 148(a) of the Code and the Regulations. Moreover, the City covenants and agrees that it will make such use of the proceeds of the Bonds including interest or other investment income derived from Bond proceeds, regulate investments of proceeds of the Bonds, and take such other and further action as may be required so that the Bonds will not be “arbitrage bonds” within the meaning of section 148(a) of the Code and the Regulations.

Section 9.11. Arbitrage Rebate.

If the City does not qualify for an exception to the requirements of Section 148(f) of the Code, the City will take all necessary steps to comply with the requirement that certain amounts earned by the City on the investment of the “gross proceeds” of the Bonds (within the meaning of section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the City will (i) maintain records regarding the investment of the gross proceeds of the Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Bonds separately from records of amounts on deposit in the funds and accounts of the City allocable to other bond issue of the City or moneys which do not represent gross proceeds of any bonds of the City, (ii) calculate at such times as are required by the Regulations, the amount earned from the investment of the gross proceeds of the Bonds which is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Bonds or on such other dates as may be permitted under the Regulations, all amounts required to be rebated to the federal government. Further, the City will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm’s length and had the yield on the issue not been relevant to either party. The City shall exercise reasonable diligence to assure that no errors are made in the calculations required by this section and, if such error is made, to discover and promptly to correct such error within a reasonable amount of time thereafter, including payment to the United States of any interest and any penalty required by the Regulations.

Section 9.12. Information Reporting.

The City covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and the Regulations.

Section 9.13. Continuing Obligation.

(a) The City will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Bonds until six years after the last Bond is redeemed, or such shorter period as authorized by subsequent guidance issued by the Department of Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the City to retrieve and reproduce such books and records in the event of an examination of the Bonds by the Internal Revenue Service.

(b) Notwithstanding any other provision of this Ordinance, the City's obligations under the covenants and provisions of Sections 9.6 through 9.13 of this Article IX shall survive the defeasance and discharge of the Bonds.

ARTICLE X

CONTINUING DISCLOSURE UNDERTAKING

Section 10.1. Annual Reports.

(a) The City shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the City, financial information and operating data with respect to the City of the general type included in the final Official Statement, being information of the type described in the Pricing Certificate, including financial statements of the City if audited financial statements of the City are then available, and (2) if not provided as part such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles appended to the Official Statement, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

(b) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific referenced to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 10.2. Disclosure Event Notices.

(a) The City shall notify the MSRB, in a timely manner not in excess of ten (10) Business Days after the occurrence of the event, of any of the following events with respect to the Bonds:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) Modifications to rights of holders of the Bonds, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the City;¹
- (xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an

¹ For the purposes of the event identified in (xii), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(xiv) Appointment of a successor Paying Agent/Registrar or change in the name of the Paying Agent/Registrar, if material.

The City shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, notice of a failure by the City to provide required annual financial information and notices of material events in accordance with Sections 10.01 and 10.02. All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

Section 10.3. Limitations, Disclaimers and Amendments.

The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any redemption calls and any defeasances that cause the City to be no longer an “obligated person.”

The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (B) an entity or individual person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.1 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in type of financial information or operating data so provided.

ARTICLE XI

REMEDIES

Section 11.1. Remedies in Event of Default.

In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in payments to be made to the Interest and Sinking Fund or the Reserve Fund as required by this Ordinance, or (b) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance, the holder or holders of any of the Bonds shall be entitled to a writ of mandamus issued by a court of proper jurisdiction, compelling and requiring the City and its officers to observe and perform any covenant, condition or obligation prescribed by this Ordinance. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedy herein provided shall be cumulative of all other existing remedies and the specification of such remedy shall not be deemed to be exclusive.

Section 11.2. TWDB Remedies.

The TWDB may exercise all remedies available to it in law or equity, and any provision herein that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect.

ARTICLE XII

DISCHARGE OF BONDS

Section 12.1. Discharge of Bonds.

The Bonds may be discharged, defeased or refunded in any manner permitted by then applicable law.

ARTICLE XIII

SPECIAL PROVISIONS RELATING TO THE TEXAS WATER DEVELOPMENT BOARD

Section 13.1. Application of Article XIII.

The provisions of this Article shall apply so long as the Bonds, or any of them, are owned by the TWDB.

Section 13.2. Covenant to Abide with Rules.

The City will abide with all applicable laws of the State of Texas and Rules of the TWDB relating to the loan of funds evidenced by the Bonds and the Project.

Section 13.3. Tax Covenants.

(a) The City will not take, or omit to take, any action which action or omission would adversely affect the excludability for federal income tax purposes of interest payable on the Bonds or on any series of bonds issued by the TWDB or the Texas Water Resources Finance Authority.

(b) Neither the City nor a related party thereto will acquire any of the TWDB's Source Series Bonds in an amount related to the amount of the Bonds to be acquired from the City by the TWDB.

Section 13.4. Surplus Proceeds.

In accordance with the rules and regulations of the TWDB, any surplus Bond proceeds remaining after completion of the Project may be used for the following purposes as approved by the Executive Administrator: (i) to redeem, in inverse annual order, the Bonds owned by the TWDB; (ii) deposit into the Interest and Sinking Fund or other debt service account for the payment of interest or principal on the Bonds owned by the TWDB; or (iii) eligible project costs as authorized by the Executive Administrator.

Section 13.5. Reports.

(a) The City shall submit outlay reports with sufficient documentation on costs on a quarterly or monthly basis in accordance with TWDB outlay report guidelines.

(b) The City shall provide the TWDB with all information required to be reported in accordance with the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282, as amended by Pub. L. 110-252. The City shall obtain a Data Universal Numbering System (DUNS) Number and shall register with System for Award Management (SAM), and maintain current registration at all times during which the Bonds are outstanding.

Section 13.6. Environmental Indemnification.

To the extent permitted by law, the City agrees to indemnify, hold harmless, and protect the TWDB from any and all claims, causes of action, or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment, and disposition of any contaminated sewage sludge, contaminated sediments, and/or contaminated media that may be generated by the City, its contractors, consultants, agents, officials, and employees as a result of activities relating to the project.

Section 13.7. Use of Bond Proceeds.

(a) All Bond proceeds will be timely and expeditiously used, as required by 40 CFR § 35,3135(d), and the City will adhere to the project schedule approved by the TWDB.

(b) Bond proceeds shall not be used by the City when sampling, testing, removing or disposing of contaminated soils and/or media at the project site.

Section 13.8. Compliance with Davis-Bacon Act.

The City agrees to comply with the Federal Davis-Bacon Wage Act, as amended, and the U.S. Department of Labor's implementing regulations with respect to the expenditure of the proceeds of the Bonds.

Section 13.9. Compliance with Environmental Determination.

The City must comply with the standard emergency discovery conditions for threatened and endangered species and cultural resources, as more fully specified in the final environmental finding of the Executive Administrator.

Section 13.10. As-Built Plans and Final Accounting.

Upon completion of the construction of the projects financed, in whole or in part, by the loan evidenced by the Bonds, the City will provide (i) to the Executive Administrator of the Board a complete set of as-built drawings and (ii) to the Board a final accounting of the total costs of the projects. If the projects as finally completed were built at a total cost less than the amount of available funds for building the projects, or if the Executive Administrator of the Board disapproves construction of any portion of such projects as not being in accordance with the plans and specifications, the City agrees to immediately, with filing of the final accounting, return to the Board the amount of any such excess and/or the cost determined by the Executive Administrator of the Board relating to the parts of such projects not built in accordance with the plans and specifications, to the nearest multiple of the authorized denominations for the Bonds, upon the surrender and cancellation of a like amount of such Bonds held by the Board in inverse

order of their Stated Maturities. In determining the amount of available funds for building the project, the City agrees to account for all amounts deposited to the credit of the Construction Fund, including all loan funds extended by the Board, all other funds available from the projects as described in the project engineer's or fiscal representative's sufficiency of funds statement and all interest earned by the City on money in the Construction Fund.

Section 13.11. Adherence to GAAP.

The City must comply with the requirements set forth in U.S.C. § 1382 *et. seq.* related to maintaining project accounts containing financial assistance for planning, design, acquisition, or construction, as applicable, in accordance with generally accepted accounting principles (GAAP).

Section 13.12. Annual Audit.

The City will furnish a copy of each annual audit, prepared in accordance with generally accepted accounting principles (GAAP), to the Texas Water Development Board, Attention: Executive Administrator, not later than 120 days following the close of the Fiscal Year.

Section 13.13. Insurance Covenant.

The City will maintain adequate insurance coverage customarily maintained by municipal corporations on the projects financed with the proceeds of the Bonds in amounts adequate to protect the Board's interest.

Section 13.14. Iron and Steel Products.

The City will abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by the 2014 Federal Appropriations Act and related State Revolving Fund Policy Guidelines.

Section 13.15. Notification of Credit Facility.

For so long as the Bonds are outstanding, in the event the City determines to purchase a Credit Facility pursuant to Section 7.4(d) herein, the City shall notify the TWDB of its purchase of such Credit Facility and the amount of such Credit Facility.

ARTICLE XIV

AMENDMENTS; ATTORNEY GENERAL MODIFICATION

Section 14.1. Amendments.

This Ordinance shall constitute a contract with the Owners, be binding on the City, and shall not be amended or repealed by the City so long as any Bond remains outstanding except as permitted in this Section. The City may, without consent of or notice to any Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission

herein. In addition, the City may, with the written consent of the Owners of the Bonds holding a majority in aggregate principal amount of the Bonds then outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Owners of outstanding Bonds, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Bonds, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (ii) give any preference to any Bond over any other Bond, or (iii) reduce the aggregate principal amount of Bonds required to be held by Owners for consent to any such amendment, addition, or rescission.

Section 14.2. Attorney General Modifications.

In order to obtain the approval of the Bonds by the Attorney General of the State of Texas, any provision of this Ordinance may be modified, altered or amended after the date of its adoption if required by the Attorney General in connection with the Attorney General's examination as to the legality of the Bonds and approval thereof in accordance with the applicable law. Such changes, if any, shall be provided to the City Secretary and the City Secretary shall insert such changes into this Ordinance as if approved on the date hereof.

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

W. JEFF WILLIAMS, Mayor

ATTEST:

MARY SUPINO City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

By: _____

*Signature Page for Ordinance
Series 2016 Water and Wastewater System Revenue Bonds*