

AGENDA

**Regular Meeting of the Bedford City Council
Tuesday, September 11, 2012
Bedford City Hall Building A
2000 Forest Ridge Drive
Bedford, Texas 76021**

**Council Chamber Work Session 5:30 p.m.
Council Chamber Regular Session 6:30 p.m.**

**COMPLETE COUNCIL AGENDAS AND BACKGROUND INFORMATION ARE AVAILABLE FOR REVIEW
ONLINE AT <http://www.bedfordtx.gov>**

WORK SESSION

- Review and discuss items on the regular agenda and consider placing items for approval by consent.
- Staff report on the 2012 City of Bedford Labor Day Blues and BBQ Festival.
- Staff report on the application for the Mayors Challenge.

EXECUTIVE SESSION:

To convene before the Regular Session, if time permits, in the conference room in compliance with Section 551.001 et. Seq. Texas Government Code, to discuss the following:

- Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block A, Lot 1A, Bedford Plaza Addition.
- Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot A1, Dallas Federal Addition.

REGULAR SESSION 6:30 P.M.

CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Senior Pastor Nosa Onaiwu - Arise and Shine International Ministries)

PRESENTATION OF COLORS (Bedford Fire Department)

PLEDGE OF ALLEGIANCE (Cub Scout Pack 363 – Leader David Wilhite)

OPEN FORUM

(The public is invited to address the Council on any topic that is posted on this agenda. Citizens desiring to speak on Public Hearing(s) must do so at the time the Public Hearing(s) are opened. In order to speak during Open Forum a person must first sign in with the City Secretary prior to the Regular Session being called to order. Speakers will be called upon in the order in which they sign in. Any person not signing in prior to the commencement of the Regular Session shall not be allowed to speak under Open Forum. Further, Open Forum is limited to a maximum of 30 minutes. Should speakers not use the entire 30 minutes Council will proceed with the agenda. At the majority vote of the Council the Mayor may extend the time allotted for Open Forum.)

CONSIDER APPROVAL OF ITEMS BY CONSENT

COUNCIL RECOGNITION

1. Proclamation recognizing September as Blood Cancer Awareness Month.

APPROVAL OF THE MINUTES

2. Consider approval of the following City Council minutes:
 - a) August 23, 2012 work session
 - b) August 28, 2012 regular meeting

NEW BUSINESS

3. Public hearing and consider an ordinance to rezone Lots 39 and 40, J.R. Murphy Addition, 2413 Murphy Drive, from R-15,000, Single-Family Residential Detached District to MD-3, Medium-Density Residential-Single-Family Detached District. The property is generally located north of Bedford Road and west of Murphy Drive. (Z-227)
4. Consider and act upon an ordinance adopting the annual budget for the City of Bedford, Texas for the fiscal period of October 1, 2012 through September 30, 2013; levying taxes for 2012; providing for intra-fund and/or intra-departmental transfers; providing for investment of idle funds; and declaring an effective date.
5. Consider a resolution accepting the City of Bedford Investment Policy.
6. Consider all matters incident and related to the issuance and sale of "City of Bedford, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2012", including the adoption of an ordinance authorizing the issuance of such certificates of obligation. The purpose of paying contractual obligations to be incurred for constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving sewer system properties and facilities.
7. Consider all matters incident and related to the issuance and sale of "City of Bedford, Texas Combination Tax and Revenue Certificates of Obligation, Series 2012A", including the adoption of an ordinance authorizing the issuance of such certificates of obligation. The purpose of paying contractual obligations to be incurred for improving and extending the City's combined Waterworks and Sewer System, including the acquisition of land and rights-of-way therefore and professional services rendered in relation to such projects and the financing thereof.
8. Consider an ordinance amending Chapter 6 of the City of Bedford Code of Ordinances, "Advertising;" Article III-Signs, Section 6-70 "Special Sign Types," providing for an Exhibit 'A' being the City of Bedford Sign Regulations; providing a savings clause; providing a severability clause; and providing an effective date.
9. Consider a resolution authorizing the City Manager to enter into a contract with Lawn Associates, Inc. for city-wide mowing services.
10. Consider a resolution of the City Council of Bedford, Texas, authorizing the submission of an application regarding the Repeat Victimization Program for the Mayors Challenge.
11. Consider a resolution authorizing the City Manager to enter into a contract with Alsay Incorporated in the amount of \$1,871,520 for the Construction of Simpson Terrace Potable Water Well.
12. Consider a resolution authorizing the City Manager to enter into a contract with Red River Construction Company in the amount of \$658,800 for the Construction of Chemical Feed and Monitoring at Simpson Terrace and Stonegate Potable Water Wells.

13. Consider a resolution authorizing the City Manager to enter into Change Order #1 with Red River Construction Company in the amount of \$220,000 to reduce the authorized contracted amount for the Construction of Chemical Feed and Monitoring at Simpson Terrace and Stonegate Potable Water Wells.
14. Consider a resolution authorizing the City Manager to enter into a contract with DNA Automation Inc. in the amount of \$136,500 for the Construction of the Bedford Supervisory Control And Data Acquisition (SCADA) System for Water Facilities.
15. Consider a resolution authorizing the City Manager to enter into a contract with Blastco Texas, Inc. in the amount of \$53,500 for the Construction of Simpson Terrace EST Piping Modification at Simpson Terrace Potable Water Well.
16. Consider a resolution authorizing the payment to the City of North Richland Hills, in the amount of \$27,800.40, to provide continuous maintenance for subscriber radios and auxiliary equipment to obtain maximum performance.
17. Consider a resolution authorizing the City Manager to enter into a one-year agreement between the City of Bedford, Texas and Motorola Solutions, Inc. in the amount of \$276,963.96 for support and maintenance of the trunk radio infrastructure and for the trunk radio system manager. The grand total of \$276,963.96 will be divided equally, with one-sixth, or \$46,160.66, being paid by each member city.
18. Report on most recent meeting of the following Boards and Commissions:
 - ✓ Animal Control Board – Councilmember Olsen
 - ✓ Animal Shelter Advisory Board - Councilmember Olsen
 - ✓ Beautification Commission – Councilmember Turner
 - ✓ Community Affairs Commission - Councilmember Boyter
 - ✓ Cultural Commission - Councilmember Nolan
 - ✓ Library Board – Councilmember Brown
 - ✓ Parks & Recreation Board - Councilmember Davisson
 - ✓ Senior Citizen Advisory Board - Councilmember Turner
 - ✓ Teen Court Advisory Board - Councilmember Olsen

19. Council member reports

20. City Manager/Staff Reports

21. Take any action necessary as a result of the Executive Session

(Any item on this posted agenda may be discussed in executive session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.)

ADJOURNMENT

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the outside window in a display cabinet at the City Hall of the City of Bedford, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted by the following date and time: Friday, September 7, 2012 at 5:00 p.m., and remained so posted at least 72 hours before said meeting convened.

Michael Wells, City Secretary

Date Notice Removed

(Auxiliary aids and services are available to a person when necessary to afford an equal opportunity to participate in City functions and activities. Auxiliary aids and services or accommodations should be requested forty-eight (48) hours prior to the scheduled starting time of a posted council meeting by calling 817.952.2101.)



Council Agenda Background

PRESENTER: Wendy Hartnett, Special Events Manager

DATE: 09/11/12

Work Session

ITEM:

Staff report on the 2012 City of Bedford Labor Day Blues & BBQ Festival.

City Manager Review: _____

DISCUSSION:

Staff will present a wrap-up report on the 2012 Labor Day Blues & BBQ Festival.

ATTACHMENTS:

N/A



Council Agenda Background

<u>PRESENTER:</u> Roger Gibson, Police Chief Mirenda McQuagge-Walden, Managing Director of Community Services	<u>DATE:</u> 09/11/12
Work Session	
<u>ITEM:</u> Staff report on the application for H Y Mayors Challenge. City Manager Review: _____	
<u>DISCUSSION:</u> Staff will present the application for the Mayors Challenge. The application is due Friday, September 14.	
<u>ATTACHMENTS:</u> N/A	



Council Agenda Background

PRESENTER: Jim Griffin, Mayor

DATE: 09/11/12

Council Recognition

ITEM:

Proclamation declaring September 2012 as Blood Cancer Awareness Month.

City Manager Review: _____

DISCUSSION:

A representative from the Leukemia and Lymphoma Society will be on hand to accept the proclamation.

ATTACHMENTS:

Proclamation
Letter of Request



CITY OF
BEDFORD

Proclamation

WHEREAS, blood cancers currently afflict more than one million people in the United States, with an estimated 140,310 new cases diagnosed each year; and

WHEREAS, leukemia, lymphoma and myeloma will kill an estimated 54,000 people in the United States this year; and

WHEREAS, The Leukemia & Lymphoma Society (LLS), through voluntary contributions, is dedicated to finding cures for these diseases through research efforts and the support for those that suffer from them; and

WHEREAS, LLS maintains an office in North Texas to support patients with these diseases and their family members in the State of Texas.

NOW, THEREFORE, let it be known that I, Jim Griffin, Mayor of the City of Bedford, and the City Council do hereby proclaim the month of September, 2012, as:

Blood Cancer Awareness Month

to enhance the understanding of blood related cancers and to encourage participation in voluntary activities to support education programs and the funding of research programs to find a cure for them.

In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this 11th day of September, 2012.

JIM GRIFFIN, MAYOR



From: "Kaczmarek, Libby (NTX)" <Libby.Kaczmarek@lls.org>
To: "Jacobs, Amanda" <Amanda.Jacobs@bedfordtx.gov>
Subject: Proclamation Request

Good Afternoon Mayor Griffin,

My name is Libby Kaczmarek and I am with the North Texas Chapter of The Leukemia & Lymphoma Society. Attached to this email is a request to have the City of Bedford create a Proclamation declaring September Blood Cancer Awareness Month. Please do not hesitate to contact me if you have any questions or need additional information once you've had the opportunity to review the documents.

Relentless for a Cure,

Libby Kaczmarek

::Libby Kaczmarek| Community Relations Manager
:: The Leukemia & Lymphoma Society | 8111 LBJ Fwy., Ste 425 Dallas, TX 75251
:: 972.996.5928 direct | 972.996.5990 fax | VOIP 5928
www.lls.org/ntx<<http://www.lls.org/wa>>

If you or someone you love has been diagnosed with a blood cancer, turn to our First Connection program to receive one-on-one support and information from a trained peer of the same diagnosis, age group and gender. Make a First Connection Today.<<mailto:toni.poppe@lls.org?subject=First%20Connection>>



Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 09/11/12

Minutes

ITEM:

Consider approval of the following City Council minutes:

- a) August 23, 2012 work session
- b) August 28, 2012 regular meeting

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

August 23, 2012 work session
August 28, 2012 regular meeting

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Work Session at 6:00 p.m. at the Law Enforcement Center, 2121 L. Don Dodson, Bedford, Texas, on the 23rd day of August, 2012 with the following members present:

Jim Griffin
Chris Brown
Sherri Olsen
Patricia Nolan
Roy W. Turner

Mayor
Council Members

constituting a quorum.

Councilmember Boyter arrived at 6:18 p.m.
Councilmember Davisson arrived at 6:44 p.m.

Staff present included:

Beverly Griffith
David Miller
Michael Wells
Mirenda McQuagge-Walden
Bill Syblon

City Manager
Deputy City Manager
City Secretary
Managing Director of Community Services
Development Director

Other present included:

Janet Tharp
Rob Raye

Kimley-Horn and Associates
Kimely-Horn and Associates

CALL TO ORDER/GENERAL COMMENTS

Mayor Griffin called the Work Session to order at 6:09 p.m.

WORK SESSION 6:00 p.m.

- **Council strategic planning session to include discussion regarding the Council's visions, goals and related topics.**

Mayor Griffin stated that in regards to the Central Bedford Development Zone, he hopes that the Council can focus on coming to a conclusion on the plan and giving instructions to the staff.

City Manager Beverly Griffith stated that on tonight's agenda, there will be a follow-up on the CBDZ, a review of three possibilities for the Mayor's Challenge and a discussion on signage regulations pertaining to businesses along the freeway.

Central Bedford Development Zone

Development Director Bill Syblon stated this Work Session will address previous comments and concerns from Council, to include the following:

- What will the layout of housing as compared to commercial distribution be in the CBDZ? Mr. Syblon stated that at the previous meeting regarding the CBDZ, Council was of the consensus for 32 units per acre on average.
- What are the design standards to going to look like? Mr. Syblon stated that Kimley-Horn has some great starter points moving forward on the look, feel and regulations but they are looking for input from Council.
- Will the plan, with 32 units average, maintain the additional \$350,000 in buying power that was discussed?
- What would the cultural aspects look like? – Kimley-Horn has added cultural aspects including the BRAC, Library and Old Bedford School into their presentation.

In regards to the process overview, Mr. Syblon stated currently the process is in the vision plan for Central Bedford, which is the comprehensive plan for the CBDZ. The next step is determining whether it will be zoned like an overlay district or form-based like a separate zoning district. This would give developers an idea of their limits and what is expected of them. From there would come the development plan, which includes platting and permits.

Rob Raye of Kimley-Horn presented a site analysis of three sites within Central Bedford to include an urban neighborhood, a mixed office/commercial site and a retail/restaurant/office site. This last site was based on input from Council and the public that it would be a good starting point for redevelopment.

The urban neighborhood contains a total of 29 acres of property, 60% of which is owned by the City including the Municipal Complex and the old library. Four acres are in the flood plain. The target density is an average of 32 units per acre. The objectives of the site include a mix of housing types, to address underserved housing markets, to attract and retain a mix of population segments, to have a walkable area and to contain a minimum of 50,000 square feet in first floor retail. The possible housing mix includes two-to-three story townhomes (20%), three-to-four story lofts (50%) and three-to-four story condos (30%). The townhomes would average 15 units per acre over five acres for a total of 75 units with an average size of 1,600 square feet. They would make up 30% of the development footprint. The lofts would average 43 units per acre over 12.5 acres for a total of 538 units with an average size of 1,000 square feet. They would make up 35% of the development footprint. The condos would average 25 units per acre over 7.5 acres for a total of 188 units with an average size of 1,600 square feet. They would make up 35% of the development footprint. All together, there would be 800 total units with an average density of 32 units per acre. Regarding cultural additions, Mr. Raye cited the Levitt Pavilion in Arlington as an example, which is less than two acres or 3.3 acres including surrounding streets.

The mixed office/commercial site contains 8.8 acres of property, with no city owned property. The objectives of the site are to retain flexible use; to have first floor retail if possible; and to create a walkable district with pedestrian connections to offices, retail, restaurants and personal services.

The retail/restaurant/office site contains over 33 acres, with 21 acres being developable. This was determined by looking at the current floor space that was not going anywhere. The objectives of the site include to infill development on undeveloped parcels of land, the redevelopment of aging structures, to encourage first floor retail, to make it walkable, to include outdoor seating and for it to be mixed use. There is over 200,000 square feet currently being used and of that, 73,000 could be redeveloped. A market analysis suggests that there is a market demand for an additional 100,000 square feet. The total potential floor area is approximately 400,000 square feet.

In regards to the urban neighborhood site, Council, staff and Kimley-Horn discussed the following: additional sales tax and buying power; the possibility of retail at that site; differentiating from surrounding

communities; the square footage of lofts; design standards; density; discretionary spending and income; the use of flex space; residential demand; and cultural amenities. Council directed staff and Kimley-Horn to determine the amount of money this type of retail would generate.

Mr. Raye presented information on the guiding principles for design standards for the CBDZ. These include creating a distinctive destination; streets and walkability; a mix of land uses; an engaging street wall; parking requirements that encourage development; and authenticity and details. In regards to creating a distinctive destination, these areas typically have the highest density in the city. They include uniqueness, a mix of land uses and the encouragement of social interaction. Great streets and walkability means more than just getting traffic through. It also means slowing down traffic speeds; accommodating walkers, bikers and vehicles; including landscaping and some kind of shading; and making it enjoyable, pretty and recognizable. The mix of land uses means having retail on the ground floor with small offices on the second floor; a mix of housing types with a variety of sizes; flex space; open space and trails; and cultural centers. An engaging street wall means pulling the building up to the front of the street so people do not have to wade through a sea of parking. Parking includes maximizing on-street parking and utilizing shared parking for office, retail and restaurants. Authenticity includes using solid and enduring materials; the use of articulated buildings and windows; and the ability for buildings to be turned over in use.

Council, staff and Kimley-Horn discussed a new municipal complex; streetscapes; how to handle questions from the public regarding costs; the value of construction that would be added; financing options; the potential impact to the Police and Fire Departments; concept plans; development standards; timelines; and when to receive public input. Council was of the consensus to move forward to the next steps on this project including a Stakeholder's Committee meeting.

Mayors Challenge

Ms. Griffith stated that a committee made up of Managing Director of Community Services Miranda McQuagge-Walden, Police Chief Roger Gibson, Human Resources Director Jill McAdams and Library Manager Maria Redburn has been brainstorming for ideas regarding the Mayors Challenge. The deadline to submit the application is September 14. Ms. McQuagge-Walden stated that purpose of the Challenge is to stimulate innovation. A city has to have a minimum population of 30,000 people to be eligible. The application must be done on-line and only one idea can be submitted. The committee has discussed three ideas and made their selections based on the Challenge's selection criteria and instructions. The application includes questions on the vision for the idea, the City's ability to implement the idea, the potential impact of the idea and whether it can be replicated in other cities.

Ms. McQuagge-Walden described the three ideas. The idea for the CBDZ is weaker from the planning and implementation side than the other two projects and is not unique. The idea for a Repeat Victimization Program is to develop a specialized unit to target repeat victimization issues using a tiered response system. The Police Department was unable to find examples of this idea in other cities and a professor from the University of North Texas that the Department is working with on this program has not heard of such an approach. The Committee feels this idea would qualify from its uniqueness and applicability to other cities. The City already participates in a joint program for victim's assistance and this would be the next logical step. The final idea discussed was the employee health clinic, which has been used to hold the line on health costs. It is used in other communities; however, participating with an independent physician is different. The prize money could be used to leverage the clinic.

Chief Gibson stated that in regards to targeting repeat victimization, 10% of victims account for 42% of victimization; 10% of suspects account for 50% of crimes; and 10% of locations account for 60% of offense locations. Incidents such as domestic violence, emergency mental detentions, neighborhood disputes and runaways are time consuming. The idea for the program is to use resources to attack the issue of repeat victimization behind the scenes. There are three vacant positions that would be filled with officers who would be utilized to get these victims out of their situation. The first officer is being

moved over next month. Graduate students from UNT would track the success of the program. This program could be used in other communities as they deal with the same issues. The unit will work closely with such agencies such as Mental Health Mental Retardation, Women's Haven, the District Attorney's Office and Victim's Assistance. Repeat victimization would be targeted through a tiered response.

Council and staff discussed a program being done in Hurst; that the agencies mentioned above have been approached; and how the Department would utilize the prize money. Ms. McQuagge-Walden stated that the Committee felt that this was the strongest of the three ideas as it had an in-depth plan, it was easier to answer the application questions and that it had an impressive benefit to the community. The Community Revitalization Program would not qualify as it is not the City's idea.

Council was of the consensus to submit the Repeat Victimization Program for the Mayors Challenge. Staff will present what was submitted at the Council meeting on September 11.

Sign Ordinance

Development Director Bill Syblon stated that the Sign Ordinance currently allows "still open" banner signs and vertical banners that are limited in height. With the closure of the Central Drive exit to westbound traffic and the bank that has been put in, the City has received input from Pappadeaux's and Cheddar's stating they are having difficulty directing people to the restaurants and letting them know they are still open. The suggestion was to allow "still open" signs on the pole signs; however, this is not allowed under the current ordinance. Mr. Syblon stated that the signs would have to be sturdy. The thought was not to make it exclusive to this area though language could be added to make it exclusive to the corridor.

Council was of the agreement for staff to move forward on bringing an amendment to the Sign Ordinance at their meeting on September 11.

There was discussion on signage on southbound SH 121 regarding the Central Drive exit being closed and the possibility of expanding the access road to two lanes.

Mayor Griffin adjourned the meeting at 8:38 p.m.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Work Session at 5:30 p.m. and Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 28th day of August, 2012 with the following members present:

Jim Griffin	Mayor
Michael Boyter	Council Members
Chris Brown	
Jim Davisson	
Patricia Nolan	
Sherri Olsen	
Roy W. Turner	

constituting a quorum.

Staff present included:

Beverly Griffith	City Manager
David Miller	Deputy City Manager
Stan Lowry	City Attorney
Michael Wells	City Secretary
Cliff Blackwell	Administrative Services Director
Roger Gibson	Police Chief
John Kubala	Public Works Director
Jill McAdams	Human Resources
Mirenda McQuagge-Walden	Managing Director of Community Services
Maria Redburn	Library Manager
Bill Syblon	Development Director
James Tindell	Fire Chief

WORK SESSION

Mayor Griffin called the Work Session to order at 5:30 p.m.

- **Review and discuss items on the regular agenda and consider placing items for approval by consent.**

Council discussed placing the following items on consent: 2, 5 and 6.

Managing Director of Community Services Mirenda McQuagge-Walden presented information regarding Item #5. It is for a lease agreement with Planet Kidz to hold their Fun Time Live program at the BRAC on Saturdays from 3:00 p.m. to 8:00 p.m. The schedule follows the school calendar. They offer a variety of activities including dances, games and contests along with concessions and a DJ. They pay \$445 each time they have an event, which encompasses the cost of having a staff person at the BRAC. Planet Kidz also pays for an off-duty police officer in addition to the \$445. It is well attended with approximately 250 children in attendance each night.

- **Staff report on Police Department and Fire Department overtime.**

Police Chief Roger Gibson presented information on Police Department overtime. The proposed overtime budget for next year shows a reduction of \$16,000. Major factors that contribute to overtime

include SWAT and weapons training; mandatory training for sworn personnel made up of 3,200 hours over a two-year cycle; vacation and holidays; callouts; surveillance details; K9 training; community events; and special events whereby the overtime is paid out of the fund but is reimbursed. In comparing to the neighboring agencies in Hurst, Euless and Grapevine, Chief Gibson presented a chart showing combined salary and benefits, along with overtime, for police and fire. This chart showed that Bedford was significantly below the other cities. In comparing directly with the Hurst Police Department, their overtime budget is slightly smaller; however, the proposed budget for the Bedford Police Department will lower the overtime to approximately \$398,000 next year. In regards to control measures to try and anticipate and monitor overtime, overtime requests have to be authorized on direct supervisory and department manager levels. An administrative analyst tracks and categorizes the overtime. For training, patrol corporals work with the training sergeant to coordinate training and all training must be approved by department managers. A comparison of the overtime budget going back to Fiscal Year 2009/10 shows that it has decreased every year and at the same time, expenditures every year have been less than the authorized budget. There is a difference of \$67,500 between FY2009/10 and the proposed budget and a total of \$154,000 overall. They are on pace to come in under budget this year as well. Since February of 2011, savings have included the reduction in the fleet of 18 vehicles, the elimination of one PSO position, combining two secretary positions into one, three authorized police officer positions remaining authorized but unfunded and the possibility of a multi-agency SWAT team.

Council and staff discussed if the reduction in overtime is an ongoing trend; minimum staffing levels; the impact on service and safety; checks and balances to prevent people from taking advantage of overtime; the multi-agency SWAT Team; overtime being paid at time and a half; the percentage of overtime to salary and benefits in comparison with other cities; and the move to twelve hour overlapping shifts.

Fire Chief James Tindell presented information on Fire Department overtime. The Department of Labor states that in a 28-day pay period, a firefighter cannot work more than 212 hours without receiving overtime. Firefighters work a 24-hour shift and then are off for 48 hours. Typically, they work nine, 24 hour shifts, which equates to 216 hours and therefore, they automatically receive four hours of overtime a month. This accounts for a large percentage of overtime. Once every three months, a firefighter is required to work 10 shifts in that 28 day period, for a total of 240 hours, which would equate to 28 hours of overtime. The City has opted instead to give them an unpaid and scheduled day off called a "Kelly Day". The minimum staffing per shift is 16; however, 19 firefighters are assigned. In contrast, Hurst has a minimum of 16 and assigns 17 while Euless has a minimum of 16 and assigns 21. A comparison of overtime budgets shows that Bedford is at \$334,000, Hurst is at \$508,000 and Euless is at \$104,000; however, Euless does not require as much overtime because they assign more firefighters per shift. An overview of previous years overtime budget shows that in FY2008/09, the amount budgeted was \$400,000, with \$345,385 actually being spent and \$5,800 being reimbursed; in FY2009/10, \$300,000 was budgeted with \$386,792 being spent and \$12,943 being reimbursed; in FY 2010/11, \$350,000 was budgeted with \$353,406 being spent and \$19,980 being reimbursed; and in 2011/12, \$334,000 was budgeted with \$349,475 being spent and \$20,859 being reimbursed. The biggest portion of overtime, at 2,964 hours, is the four overtime hours a month. Other causes are jury duty; hold over; assigned to days, an example of which happens when somebody becomes injured and are assigned to days but their slot still must be covered; training including state-mandated and NEFDA; sick leave; military; emergency leave, callouts; personal days; and vacant positions. Control measures include that the deputy chief must approve all training; overtime must receive prior authorization and have approval by the supervisor and deputy chief; tracking of overtime by a coordinator; and a strict overtime callback policy.

Council and staff discussed the increase in assigned-to-days due to on-the-job injuries; emergency leave; the Fire Department policy whereby no more than three people are allowed off at a time on scheduled leave; the impact of filling the vacant positions on the need for overtime; vacation time; the lack of buffer zones in some Police Department divisions; and required versus discretionary training.

Mayor Griffin adjourned the Work session at 6:25 p.m.

EXECUTIVE SESSION:

To convene before the Regular Session, if time permits, in the conference room in compliance with Section 551.001 et. Seq. Texas Government Code, to discuss the following:

- Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block A, Lot 1A, Bedford Plaza Addition.

Council did not meet in Executive Session.

REGULAR SESSION 6:30 P.M.

The Regular Session began at 6:31p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Griffin called the meeting to order.

INVOCATION (Pastor Tyler Downing, Woodland Heights Baptist Church)

Pastor Tyler Downing of Woodland Heights Baptist Church gave tonight's invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

OPEN FORUM

Bill Ellis, 1004 Monterrey Street – Mr. Ellis signed up to speak on Items 1(b) and 4. In regards to Persons to be Heard, he stated that the agenda is on the internet but not what Mr. Champney is going to say. He stated that leveraging means money to back it up and local governments do not usually spend money correctly. If it was profitable, the private sector would be involved. He has to assume that the City is going to be putting money out and that the amount is relevant. In regards to the budget, he stated that there are nine surrounding cities with nine police and fire chiefs and 300-400 employees in each city. He is concerned about how money is being spent and that the City should be pulling back on their spending. Council discussed with Mr. Ellis what Mr. Champney was going to speak about and that he could speak about the budget under the public hearing on Item #4.

CONSIDER APPROVAL OF ITEMS BY CONSENT

Motioned by Councilmember Turner, seconded by Councilmember Davisson, to approve the following items by consent: 2, 5 and 6.

Motion approved 7-0-0. Mayor Griffin declared the motion carried.

PERSONS TO BE HEARD

1. The following individuals have requested to speak to the Council tonight under Persons to be Heard:

- a) Amy Sabol, 2209 Pine Thicket Lane, Bedford, TX – Requested to speak to the Council on a single family home rental ordinance.

Amy Sabol, 2209 Pine Thicket Lane – Ms. Sabol stated that she still believes that residents need a single family rental ordinance. Several surrounding cities already have this ordinance. Her position is to retain property values and maintain revenue. Property taxes are 25% of the budget and the future would be dim if they are not maintained. There is a rental property next to her home and last winter, there was a tenant living there with no water or electricity and keeping warm with a gas fireplace. With

the ordinance, the property would have been red-flagged when the water was shut off and the person would have been evicted for health and safety reasons. She cited a Star-Telegram article regarding the current generation being scared of commitment and stated that she doubted Council's theory that the rental population in Bedford would remain the same. When she spoke to Council in March, there were 30 residents in attendance who supported her position. In speaking previously with the Deputy City Manager, it was explained that the process for such an ordinance was long but that it had legs. However, in July, Council decided not to pursue an ordinance but to enhance current codes and code enforcement. The research from the Deputy City Manager showed that out of 13,400 single family residential homes, 1,400 were rentals. She asked Council to enhance the current code with this single family rental ordinance that mirrors those in other cities. It could be used as a vehicle to enter and inspect homes on a periodic basis to ensure that City building codes are upheld, housing quality standards are met and to maintain the habitability of rented homes. She suggested that Council also address the number of unrelated people living in a single family home such as an official rate of occupancy. She questioned why the City would not want to inspect these houses like they would an apartment. Having these houses registered would also deter illegal activity.

Ms. Sabol spoke about the Council Work Session on August 16 that she attended, where Council discussed the parameters they wanted staff to follow in regards to Code Enforcement including better enforcement, cleaning up the City and the plans to achieve these goals. She stated that this did not address the problem in that there is no viable way to enforce many of the codes because the City does not have access to the interior of these houses. After studying the codes, she stated that many of them rely on neighbor complaints and that the City is shirking their responsibility. There are no rental codes for single family residents including duplexes or triplexes and neighborhoods have no protection. In regards to why Council may be reluctant, she cited a court case with Grand Prairie where that city was taken to court based on the Fourth Amendment to the Constitution. However, they removed the mandatory inspection clause and allowed the owner to have the city or a state-licensed inspector perform the inspection. The court case was then dismissed.

Ms. Sabol stated the point was that the City cannot allow homes to be rented without periodic inspections. If a house cannot pass inspection to sell, there is a very good chance it would be rented. She stated that Texas has a "Landlord Liability and Tenant Remedies" ordinance; however, it is not enforceable because tenants will not complain due to possible repercussions. She stated it is the landlords' responsibility that their lease building meets City codes. She suggested that Council meet with Vance King from the City of Hurst regarding their ordinance. She stated that in researching the North Richland Hills' ordinance, they received several letters from realtors and leasing agents discouraging them from passing the ordinance because it was way too restrictive and slowed the process down; however, the city guarantees an inspection within 24 hours. In speaking with one realtor, he suggested that the reason the Bedford City Council was not interested was due to the lobbying efforts of the MetroTex Association of Realtors, who she says has endorsed five of the current Council members. She stated that Council needs to divert their attention away from MetroTex, concentrate on their constituents and to give them this ordinance.

In answer to questions from Council, Building Official Russell Hines stated that the City does address density through a minimum housing code. In order to gain access to owner occupied homes or apartments would require a search warrant. Council generally discussed with Ms. Sabol raising the standards of the City and the best way to address code issues. They also refuted Ms. Sabol's statements in regards to MetroTex.

b) Ray Champney, 2300 Marshfield Drive, Bedford, TX – Requested to speak to the Council regarding a conceptual follow-up on Leveraging the Cultural District, Central Bedford Development Zone and The Mayor's Challenge.

Ray Champney, 2300 Marshfield Drive – Mr. Champney stated that he wanted to reinforce his previous presentation and recommendation regarding leveraging the Cultural District and the CBDZ. He understood that staff was instructed to explore options regarding the Mayor's Challenge and he felt that he needed to make a more in-depth presentation. The whole idea is for the Cultural District to serve as a mechanism to move to the next level of development. He completed the application questionnaire for the Mayor's Challenge and went through each item to clearly articulate his position. His vision is

revitalization through asset analysis, repurposing and management and, in the City's case, to use arts and culture along with urban planning to create community environments whereby citizens are enriched and new businesses are developed. In regards to what makes his idea bold or innovative, he stated that it utilizes existing resources by repurposing what exists to create a new dynamic that will embrace all the residents and the surrounding communities, citing the new Library as an example. Existing assets should continue to be surveyed to create community enrichment programs that will act as a stimulus to revitalize Central Bedford. It involves all community stakeholders. Regarding whether the idea is new, he stated that his idea has been implemented elsewhere but is new and improved by using arts and culture as an economic engine, with the new part being leveraging the Cultural District to move to the next level of development. He stated that commitments need to be made before each phase of the plan. In regards to the creative or unexpected use of City assets, he cited creating a centralized location for different constituents to display their talents, which will contribute to their lives and the wellbeing of the City. It will create a unique, non-competitive point of differentiation while embracing what the surrounding cities have to offer. Regarding the Mayor being able to galvanize resources and partnerships across sectors thereby extending an idea's reach, he stated that it does and cited examples of cities and regional partners that have embraced the concept and showed that a cultural district would have wide support and usage.

In summation, Mr. Champney stated that the City has gone through an entire process that can be put forth to show the City's commitment to this project. He mentioned critical partners that have been spoken with so there is interest from outside partners. In regards to monetary resources, he stated that assets have been employed to start the process. Risk factors include a failure to communicate, moving too quickly without doing due diligence, and not moving quickly enough so that it is preempted by a surrounding municipality. In regards to outcomes, he stated that vibrant communities thrive and all constituents benefit in a variety of different ways depending on their participation in the revitalized City, citing the new Library as an example. A broad sense of community will be created along with multiple educational, entertainment and artistic opportunities. Jobs will be created, existing businesses will benefit and sales tax revenue will be generated.

APPROVAL OF THE MINUTES

2. Consider approval of the following City Council minutes:

- a) August 10, 2012 budget work session**
- b) August 14, 2012 regular meeting**
- c) August 16, 2012 work session**

This item was approved by consent.

OLD BUSINESS

3. Update on the 2012 Blues & BBQ Festival.

Special Events Coordinator Wendy Hartnett presented Council with an update on the 2012 Blues & BBQ Festival. She stated that they have booked 64 BBQ teams, 67 BBQ judges, 27 people in the judging class and over 50 artisans. There are currently over 700 ticket holders, 210 volunteers, 325 "Groupons" sold and 700 VIP invites. This equates to approximately 2,500 people. They have sold \$21,696 worth of tickets. The festival was featured in Texas Highways fall festivals update. They also put out the "Groupon" and the Shop Bedford First coupons. One of the BBQ teams, Smoke and Ice, will be highlighted on Good Day this Friday. Herself, staff, "Blueford" and a couple of the BBQ teams will be partying at Victory Plaza on Friday from 5:00 a.m. to 8:00 a.m. on Channel 8. BBQ Pitmasters will be joining the event having their own competition and using the festival as a backdrop. A Canadian documentary called the BBQ Crawl will be filming a team from Canada. In regards to communicating that BBQ Pitmasters is coming to town, Ms. Hartnett stated that they just received a commitment from them seven days ago. Their public relations firm sent a massive media alert three days ago. It will be advertised to Michigan and Alabama fans during the game this weekend, in 20 newspapers, TV, radio and BBQ related websites. It is also featured on the City's Facebook page and the public relations firm has sent out an additional release. Ms. Hartnett reminded Council and the audience that this event is funded through the hotel/motel tax.

NEW BUSINESS

4. Public hearing on the annual budget for the City of Bedford, Texas for the fiscal period of October 1, 2012 through September 30, 2013; levying taxes for 2012.

Administrative Services Director Cliff Blackwell presented information on the annual budget. He stated that the budget is kept within the Council's goals, mission statement and critical focus areas, including economic development; City codes/fostering the City's image; and the budget. Financial highlights include a proposed budget of \$58,649,510, a 2.9% increase in maintenance and operations over last year. The entire increase is due to supplementals and a compensation package. The proposed revenue budget is \$59,411,838, two-thirds of which is made up of the General Fund, the Water and Sewer Fund and the Debt Service Fund. In regards to expenditures, any increases are as a result of supplemental requests and the compensation package. The package is divided between a lump sum payment for full-time and permanent part time employees who have been employed at least one year and a 2% merit raise beginning on April 1 of 2013 for those same employees as long as they are off probation. General Fund revenues equal \$27,475,032, for an overall increase of \$651,962. The biggest sources of the revenues are property, sales and franchise taxes. In regards to expenditures out of the General Fund by function, the Police and Fire Departments make up 61% of the total. From a classification standpoint, 78% of expenditures are personnel related. Funded supplementals include a vehicle lift, a fire inspector position, replacing self-contained breathing apparatus, the establishment of a Library Maintenance Fund, the Fund's portion of the increased mowing contract, a replacement mower and on-line software for Recreation. Council recommended funding supplementals for Staffing Option #1 for the Library, a Code Enforcement initiative, a battalion chief's vehicle and exercise stations for Bedford Trails. The current tax rate is \$0.504329, the effective tax rate is \$0.499197 and the rollback rate is \$0.504329. The proposed tax rate is the same as the effective tax rate of \$0.499197. A tax bill comparison shows that the maintenance and operations portion of the rate will decrease 1.6%. A home valued at \$100,000 will see their bill decrease by \$5.13; the medium home value of \$145,754 will see their bill decrease by \$7.48; and a home valued at \$250,000 will see their bill decrease by \$12.83. A comparison of taxable value over the years shows a \$63M increase in valuations over the previous year. This year's taxable value shows a 2.2% increase over the previous year while there was a slight decrease in average net taxable value. Mr. Blackwell displayed a graph showing the tax rate history and explained that recent increases can be tied to drops in valuation. The total current tax rate is \$2.559196, of which Bedford makes up 20% of the total. He also displayed graphs comparing the current tax rate and the proposed tax rate with other area cities.

Other major funds include Water and Sewer with total revenues of \$19.354M and expenditures of \$18.5M. 62% of expenses are for water purchases and sewer treatment services. 18% is tied directly to debt service and transfers and another 20% is for operations. Supplementals from the Fund include handheld meter reading devices, increased utilities for the Simpson Terrace Well, capital items including a van and truck, a pilot program with Tarrant County, the Fund's share of the increased mowing contract and a light tower system. The Stormwater Fund has revenues of \$1.3M and expenditures of \$1.287M, half of which are transfers to the General Fund and debt services. The only supplemental is the Fund's share of the increased mowing contract. In regards to remaining funds, Mr. Blackwell stated that those funds showing a negative have current fund balances. Supplementals include an ambulance out of the Vehicle Replacement Fund, an asphalt paver out of the 4BSIEDC Fund and a marketing specialist out of the Tourism Fund.

Mayor Griffin opened the public hearing at 8:06 p.m.

Dorothy McWhorter, 1600 Martha Drive – Ms. McWhorter stated that in comparing the tax rates with Hurst and Euless, those two cities have a 20% homestead exemption that Bedford does not.

Mayor Griffin closed the public hearing at 8:07 p.m.

Council and staff generally discussed Bedford having a \$50,000 senior exemption compared to \$35,000 in Hurst; the 2% merit increase being an average; what is included in contractual/sundries; the qualifications for a permanent part-time employee; the probationary period for employees; funding for

the marketing specialist; and using flex time or funding the unfunded positions in the Police Department to alleviate the amount of overtime.

- 5. Consider a resolution authorizing the City Manager to enter into a Lease Agreement with Planet Kidz for the purpose of holding the Fun Time Live Program at the Boys Ranch Activity Center.**

This item was approved by consent.

- 6. Consider a resolution authorizing the City Manager to enter into the second year of a four-year contract with Scobee Foods, Inc., for the purchase of prisoner meals for the Detention Facility.**

This item was approved by consent.

- 7. Report on most recent meeting of the following Boards and Commissions:**

- ✓ **Animal Control Board – Councilmember Olsen**

No report was given.

- ✓ **Animal Shelter Advisory Board - Councilmember Olsen**

Councilmember Olsen stated that the Board will have a meeting the next evening and they she will share some of the things that were talked about at the previous Work Session. She reported that things are hectic as always at the Shelter.

- ✓ **Beautification Commission – Councilmember Turner**

Councilmember Turner reported that the Commission met on August 20 and they have a lot of activities planned. The Crud Cruiser will be out on September 24 and there will be a paper shred event on October 20. He urged people to go by the Community Garden, which has been very bountiful. The Commission has plans to treat the street medians including replacing the Bradford pear trees with other trees and crepe myrtles. They are also working on business recognition nominations. The CPR Fall Blitz will be held on October 19 and 20 and volunteers will be working on eight houses in Bedford.

- ✓ **Community Affairs Commission - Councilmember Boyter**

No report was given.

- ✓ **Cultural Commission - Councilmember Nolan**

No report was given.

Library Board – Councilmember Brown

No report was given.

- ✓ **Parks & Recreation Board - Councilmember Davisson**

No report was given.

- ✓ **Senior Citizen Advisory Board - Councilmember Turner**

Councilmember Turner reported that the Senior Health Fair will be held on September 14.

- ✓ **Teen Court Advisory Board - Councilmember Olsen**

No report was given.

8. Council member reports

Mayor Griffin reported that the developers at the Bedford Meadows Shopping Center held an event this weekend to thank their tenants. It featured food trucks, a car show and live music and was a wonderful event.

9. City Manager/Staff Reports

City Manager Beverly Griffith reminded everybody about BluesFest. She also stated that the City will be having a remembrance ceremony for 9/11 at the Bedford Library at 7:30 a.m. The Bedford Fire Department Honor Guard will be there and there will be an invocation from a local reverend. There will also be comments from the Mayor.

10. Take any action necessary as a result of the Executive Session

No Executive Session was held.

ADJOURNMENT

Mayor Griffin adjourned the meeting at 8:36 p.m.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary



Council Agenda Background

PRESENTER: Jacquelyn Reyff, Planning Manager
William Syblon, Development Director

DATE: 09/11/12

Council Mission Area: Foster economic growth.

ITEM:

Public hearing and consider an ordinance to rezone Lots 39 and 40, J.R. Murphy Addition, 2413 Murphy Drive, from R-15,000, Single-Family Residential Detached District to MD-3, Medium-Density Residential-Single-Family Detached District. The property is generally located north of Bedford Road and west of Murphy Drive. (Z-227)

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The applicant is requesting to rezone the properties located at 2413 Murphy Drive from R-15 Single-Family Residential Detached District, to MD-3, Medium-Density Residential – Single-Family Detached District for the construction of 14 single family homes.

The property is currently zoned R-15 and there exists one single family home on one lot and assorted storage buildings and miscellaneous items on the other property. This zoning designation allows for low population densities and establishes or maintains a low-density residential character within the overall area.

The applicant is proposing to rezone this area to MD-3 with 14 proposed single-family homes and a detention area near Lot 9. Over the last 20 years, Murphy Drive has seen similar types of development where a large single-family residential property is subdivided and replatted to allow for the construction of more medium-density single family type of homes. Classic Court is a good example of this trend.

Specific design standards exist for development in the MD-3 zoning. According to the concept plan and elevations submitted by the applicant the intent of the MD-3 zoning designation would be met. In some instances, what the applicant is proposing would be in excess of what is required by this Zoning District. For example the average lot size, which in the MD-3 is required not to be less than 4,000 SF; however, the average lot size provided is between 4,900 SF and 6,600 SF. The lot widths are in excess of the required 45 feet and in fact average closer to 50 feet. The MD-3 Zoning District also permits zero-lot line products, but this applicant has chosen to include traditional side yards on both sides.

At the time of platting, issues related to engineering and drainage for the proposed subdivision will be required to meet code.

The Comprehensive Plan indicates the location of 2413 Murphy Drive to be low-density residential in nature. Therefore, the use of proposed medium-density residentially zoned properties would not conflict with the Comprehensive Plan due to the other similar developments which have already taken place in this general vicinity. It is also important to remember when considering the Comprehensive Land Use map, it does not represent the actual zoning but denotes intended land uses.

The Planning and Zoning Commission recommended approval of this item with a condition that additional language be added to the boxed notations that the minimum finished floor area be not less than 1,800 SF. This language has been included on the submitted exhibit. At their August 9,

2012 meeting, this item was approved by a vote of 7-0-0.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance to rezone Lots 39 and 40, J.R. Murphy Addition, 2413 Murphy Drive, from R-15,000, Single-Family Residential Detached District to MD-3, Medium-Density Residential-Single-Family Detached District. The property is generally located north of Bedford Road and west of Murphy Drive. (Z-227)

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance
August 9, 2012 Planning & Zoning Minutes
Zoning Change Application
Zoning Map of Referenced Property
P&Z Staff Report
8 ½ x 11 drawings

ORDINANCE NO. 12-

AN ORDINANCE TO REZONE THE PROPERTY KNOWN AS LOTS 39 AND 40, J.R. MURPHY ADDITION, AND ARE LOCATED AT 2413 MURPHY DRIVE, BEDFORD, TEXAS, FOR A REZONING FROM SINGLE-FAMILY RESIDENTIAL DETACHED DISTRICT (R-15) SPECIFICALLY FOR THE OPERATION OF MEDIUM-DENSITY- RESIDENTIAL-SINGLE FAMILY (MD-3); DECLARING THAT THIS ORDINANCE BE CUMULATIVE OF ALL OTHER ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND DECLARING AN EFFECTIVE DATE. (Z-227)

WHEREAS, it is deemed expedient and for the benefit of the City of Bedford, Texas, that the Comprehensive Zoning Ordinance be amended to rezone the property from Single-Family Residential Detached District (R-15) to Medium Density Residential-Single-Family Detached District (MD-3). The property is generally located north of Bedford Road and west of Murphy Drive. (Z-227)

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

SECTION 1. That Section 2 of the Zoning Ordinance be amended and the map designated "ZONING MAP-CITY OF BEDFORD, TEXAS" be revised and amended so that the land described as:

the property known as Lots 39 and 40, J.R. Murphy Addition, and are located at 2413 Murphy Drive, Bedford, Texas be as approved by this ordinance.

SECTION 2. That approval of this rezoning is subject to no stipulations.

SECTION 3. That from and after the final passage of this ordinance, the land described herein shall be subject to the regulations and uses of Medium-Density Residential-Single-Family Detached District (MD-3).

SECTION 4. That this ordinance shall be cumulative of all provisions of other ordinances of the City of Bedford, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting revisions of such ordinances are hereby repealed.

SECTION 5. That it is hereby declared the intention of the City Council of the City of Bedford, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 6. That any person, organization, corporation, partnership or entity that violates, disobeys, omits, neglects or fails to comply with the provisions of this ordinance shall be fined not more than two thousand dollars (\$2,000.00) for each offense or violation. Each day that an offense or violation occurs shall constitute a separate offense.

SECTION 7. This Ordinance shall take effect from and after its date of passage in accordance with law, and it is so ordained.

ORDINANCE NO. 12-

PRESENTED AND PASSED this 11th day of September 2012 by a vote of _ ayes, _ nays and _ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF AUGUST 9, 2012**

DRAFT

Chairman Stroope opened the public hearing at 7:05 p.m. and there being no one to speak, left the public hearing open until the September 13, 2012 meeting.

Motion: Commissioner Fisher made a motion to table Zoning Case Z-225 to the the September 13, 2012 meeting.

Commissioner Sinisi seconded the motion and the vote was as follows:

Motion approved 7-0-0. Chairman Stroope declared the motion approved.

- 
- 3. Zoning Case Z-227 request of Keith Hamilton for Kassel Court Addition, for a public hearing and to consider a request to rezone property known as Lots 39 and 40, J.R. Murphy Addition and is located at 2413 Murphy Drive, proposed rezoning from "R-15,000" Single-Family Residential Detached District to "MD-3" Medium-Density Residential-Single-Family Detached District. The properties are generally located north of Bedford Road and west of Murphy Drive.**

Chairman Stroope recognized Jacquelyn Reyff, AICP, Planning Manager reviewed Zoning Case Z-227.

Chairman Stroope recognized Bill Stimmel, 1116 Glade Road, Colleyville, Texas; and Keith Hamilton, 8241 Mid-Cities Boulevard, North Richland Hill, Texas, who were there to represent this application.

Chairman Stroope opened the public hearing at 7:11 p.m. and recognized Pedro Lopez, 2412 Meadow View, Bedford, Texas. Mr. Lopez was concerned about maintaining the privacy of his backyard. He asked if there were going to be two-story houses in the development. Mr. Hamilton explained there was a wide, open space, Drainage and Utility Easement that provided adequate distance between his property and this development.

Chairman Stroope closed the public hearing at 7:14 p.m.

The Commission discussed the application.

Motion: Commissioner Henning made a motion to approve Zoning Case Z-227 with the stipulation: add in the NOTES: "Minimum finished floor area for dwellings shall be 1,800 sq."

Commissioner Fisher seconded the motion and the vote was as follows:

Motion approved 7-0-0. Chairman Stroope declared the motion approved.

- 4. Zoning Ordinance Amendment Case A-030, a public hearing and consider a request for an Amendment to the City of Bedford Zoning Ordinance to remove Sections 4.16.A and 4.16.B, "CBD" Central Business District Overlay.**

P&Z MTG, 8/9/12

Z-227

Received 7/19/12

City of Bedford Change of Zoning Application

Applicant Name (Print): Keith Hamilton (*Signature): [Signature]

Address: 8241 MID-CREEK BLVD, #100 NORTH RICHMOND HILLS, TX 76182

Telephone number: 817-268-0408 Fax number: 817-284-8408

I, the undersigned owner, or _____ (Option Holder, etc.) of the following described real property located in the City of Bedford, Texas, hereby make application for a change of zoning classification:

From: R-15000 To: MD-3

as provided in the City of Bedford Zoning Ordinance. I hereby certify that there are **no** existing dwellings or other buildings located on the property which would not conform to the construction standards, of the zoning classification being proposed, except as provided in Section 2.3, Nonconforming Lots, Nonconforming Uses of Land, Nonconforming Structures & Nonconforming Uses of Structures & Premises of the City of Bedford Zoning Ordinance.

Legal Description: Lot 39240 Block Addition JR MURPHY
Tract Abstract Survey (to the City of Bedford, Texas.)
Street Address 2413 Murphy

Fee: (\$150.00 plus \$75.00 per acre over one.) \$150.00 + \$75.00 x _____ = _____
Payable by cash, Visa, MasterCard, or check made out to the City of Bedford (# of acres) (total fee)

Property Owner (if not applicant): (*Signature) [Signature]

(Print name) RICHARD R KASSER

(Company name) _____

(Street Address, City, State & Zip Code) _____

(Telephone number) _____ (FAX number) _____

Land Planner/Engineer/Surveyor: (*Signature) [Signature]

(Print Name) Keith Hamilton

(Company Name) HAMILTON DUFFY, PC

(Street Address, City, State & Zip Code) 8241 MID-CREEK BLVD, #100 NORTH RICHMOND HILLS, TX 76182

(Telephone number) 817-268-0408 (FAX number) 817-284-8408

*Signatures certify that all information provided is true and correct.
(Please indicate sole contact for the City purposes with an arrow "⇒".)



TOMMY CANSLEY
President
DIRECT: (469) 688-822
timberlandcreek@flash.n
personal:111tnc@gmail.co
3930 Glade R
SUITE 108-3
Colleyville, TX 760



Planning & Zoning Commission Staff Report

August 9, 2012

Case# Z-227

Revised August 9, 2012

Request:

The applicant is proposing to rezone a property located off Murphy Drive and Bedford Road from R-15, Single-Family Residential Detached District, to MD-3, Medium-Density Residential – Single-Family Detached District.

Applicant	Keith Hamilton, Hamilton Duffy PC
General Location	North of Bedford Road and West of Murphy Drive
Applicable Zoning Ordinance Section	Rezone from Section 4.1 to Section 4.7
Notification Requirements	15-day legal ad in Ft. Worth Star Telegram
Number of Property Owners Notified	29
Action Required	Approval or Denial of rezoning from R-15 to MD-3

Description:

The applicant is requesting to rezone the property located at 2413 Murphy Drive from R-15 Single-Family Residential Detached District, to MD-3, Medium-Density Residential – Single-Family Detached District for the construction of 14 single family homes.

Development Review Committee:

The Development Committee met on numerous occasions regarding this proposal beginning in March of this year. The Development Review Committee met on July 18, 2012, and determined the proposed zoning change could proceed to the Planning and Zoning Commission after some revisions were completed on the plans submitted.

Zoning and Site Conditions:

The surrounding land uses adjacent to the property are as follows:

Zoning and Land Uses	North	South	East	West
Zoning of Adjacent Property	R-15	R-15	NA	R-75
Land Use	Residential	Residential	Murphy Drive	Residential

The property is currently zoned R-15 and there exists one single family home on one lot and assorted storage buildings and miscellaneous items on the other lot. This zoning designation allows for low population densities and establishes or maintains a low-density residential character within the overall area.

The applicant is proposing to rezone this area to MD-3 with 14 proposed single-family homes and a detention area near lot 9. Over the last 20 years, Murphy Drive has seen similar types of development where a large single-family residential property is subdivided and replatted to allow for the construction of more medium-density single family type of homes. Classic Court is a good example of this phenomenon, but in this case the zoning used was a Planned Unit Development (PUD).

Specific design standards exist for development in the MD-3 zoning. According to the concept plan and elevations submitted by the applicant the intent of the MD-3 zoning designation would be met. In some instances what the applicant is proposing would be in excess of what is required by this zoning district. Such as the average lot size, which in the MD-3 is required not to be less than 4,000 SF; however, the average lot size provided is between 4,900 SF and 6,600 SF. The lot widths are in excess of the required 45 feet and in fact average closer to 50 feet. The MD-3 zoning district also permits zero-lot line products, but this applicant has chosen to include traditional side yards on both sides.

At the time of platting, issues related to engineering and drainage for the proposed subdivision will be required to meet code.

Comprehensive Plan:

The Comprehensive Plan indicates the location of 2413 Murphy Drive to be low-density residential in nature. Therefore, the use of proposed medium-density residentially zoned properties would not conflict with the Comprehensive Plan due to the other similar developments which have already taken place in this general vicinity. It is also important to remember when considering the Comprehensive Land Use map; it does not represent the actual zoning, but denotes intended land uses not the actual zoning of the land.

Planning & Zoning Commission Review Options:

Recommend approval or denial for the rezoning from R-15 to MD-3 of the property known as Lots 39 and 40, J.R. Murphy Addition and is located at 2413 Murphy Drive.



City of Bedford, Texas

Hearing Date: 8-9-12 Z-227

**Address: 2413 Murphy Drive
Bedford, Texas 76021**

**Legal Description: Lots 39 and 40
JR Murphy Addition**



-  Parcel Boundary
-  Subject Parcel and Buffer

DISCLAIMER
The City of Bedford makes no representation or warranty as to the accuracy of this map and its information or to its fitness for use. Any user of this map product accepts the same AS IS, WITH ALL FAULTS, and assumes all responsibility for the use thereof, and further agrees to not hold the City of Bedford liable from any damage, loss, or liability arising from any use of the map product. Independent verification of all information contained on this map should be obtained by the end user.

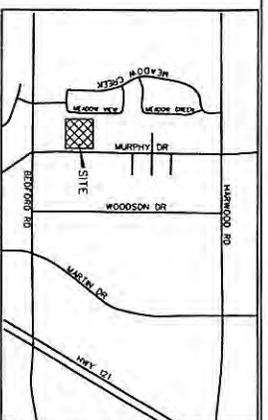
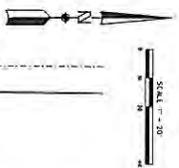
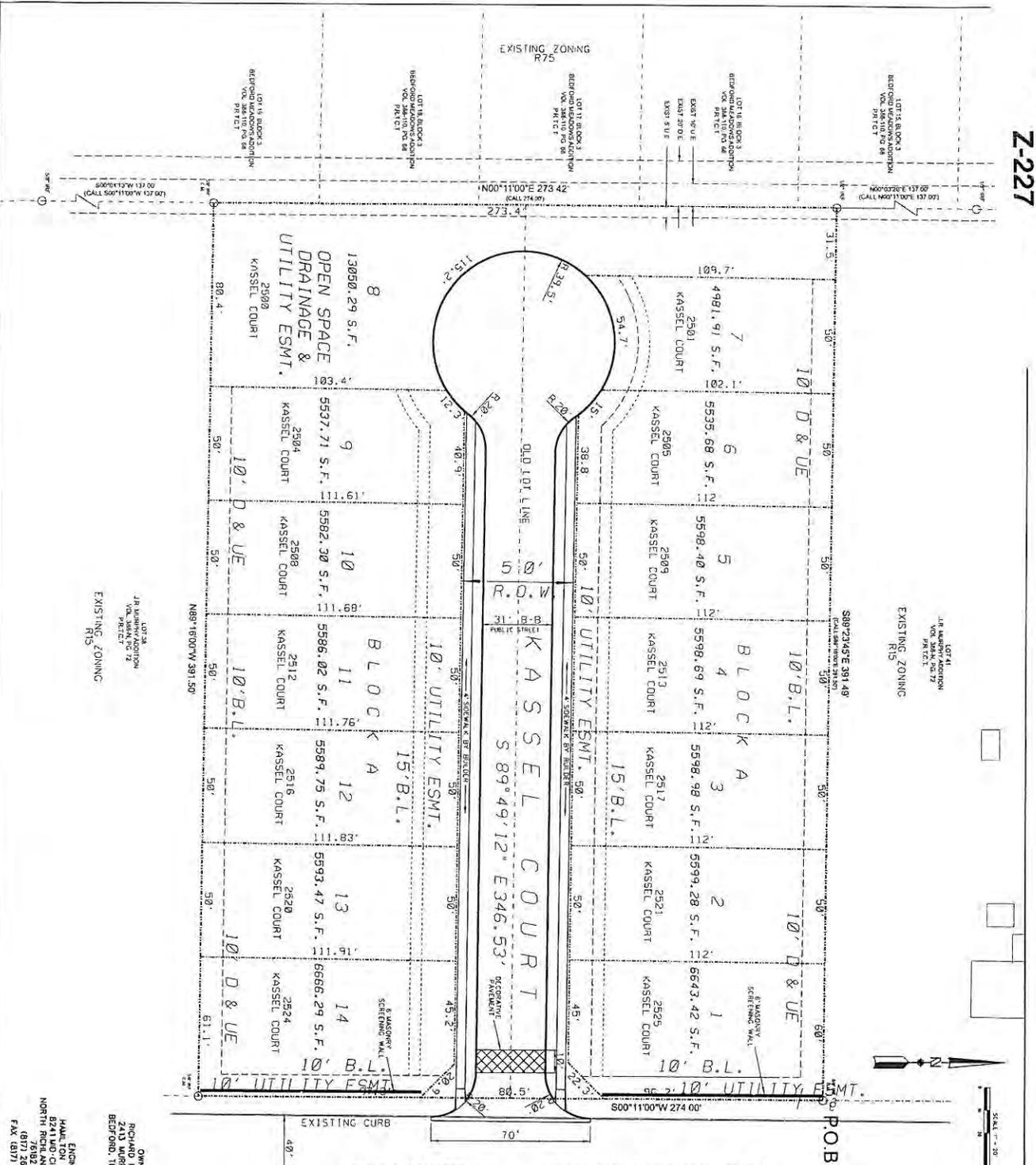


P&Z MTG, 8/9/12

Z-227

Received 7/19/12





MURPHY DRIVE
(A 60.0 FOOT WIDTH R.O.W)

- NOTES:**
1. DRIVEWAYS ARE NOT ALLOWED TO CROSS MURPHY ROAD.
 2. DRIVEWAYS ARE TO BE CONSTRUCTED TO THE CENTERLINE OF MURPHY ROAD.
 3. FROM EXISTING CURB TO DRIVEWAY SHALL BE 20' MIN. & 0.4'.
 4. DRIVEWAY SHALL BE 10' MIN. WIDE IN THE 10' DISTRICT.
 5. DRIVEWAY SHALL BE 10' MIN. WIDE IN THE 10' DISTRICT.
 6. DRIVEWAY SHALL BE 10' MIN. WIDE IN THE 10' DISTRICT.
 7. DRIVEWAY SHALL BE 10' MIN. WIDE IN THE 10' DISTRICT.
 8. DRIVEWAY SHALL BE 10' MIN. WIDE IN THE 10' DISTRICT.
 9. DRIVEWAY SHALL BE 10' MIN. WIDE IN THE 10' DISTRICT.
 10. DRIVEWAY SHALL BE 10' MIN. WIDE IN THE 10' DISTRICT.

ZONING EXHIBIT AND CONCEPT PLAN FOR KASSEL COURT ADDITION

CURRENTLY PLATTED AS LOTS 39 & 40.
J.R. MURPHY ADDITION
AS RECORDED IN VOL. 338-N PG. 72 P.A.T.C.T.

OWNER:
RICHARD R. KASSEL
2313 MURPHY ROAD
BEDFORD, TEXAS 76021

OWNER:
J.R. MURPHY
8241 MO. CITIES BLVD.
NORTH RICHLAND HILLS, TEXAS
76150
(817) 284-4122
(817) 284-4108
FAX (817) 284-9408

CITY OF BEDFORD TARRANT COUNTY, TEXAS
13 RESIDENTIAL LOTS
OPEN LOT
BLOCK A LOTS 1-14
(2,462 ACRES)

DATE OF PREPARATION 5-15-12
REVISED 5-31-12
REVISED 6-15-12
REVISED 7-18-12

June 20, 2012

Max Holomek
P.O. Box 76
Bedford, Texas 76095

Ref: 2405 Murphy Road Property

Mr. Holomek,

Let this letter serve as your approval to allow the storm water from the adjacent property to your north (owned by Richard Kassel) that presently flows onto your property during a rain storm, to discharge onto your property once the Kassel property is developed at a controlled point of release.

Richard Kassel's property will be developed as Kassel Addition (See attached plat). A detention pond will be constructed at the southwest corner of the Kassel Addition. The purpose of the detention pond is to temporarily store the storm water during a rainfall and then release the storm water at the same rate of flow that existed prior to the development. The release of storm water will be located at the southwest corner of Mr. Kassel's property onto the northwest corner of your property.

Accepted by: Max Holomek Date: 6-26-12
Max Holomek



Council Agenda Background

PRESENTER: Clifford Blackwell, C.G.F.O.
Director of Administrative Services

DATE: 09/11/12

Council Mission Area: Be responsive to the needs of the community.

ITEM:

Consider and act upon an ordinance adopting the annual budget for the City of Bedford, Texas for the fiscal period of October 1, 2012 through September 30, 2013; levying taxes for 2012; providing for intra-fund and/or intra-departmental transfers; providing for investment of idle funds; and declaring an effective date.

City Attorney Review: No

City Manager Review: _____

DISCUSSION:

In accordance with the requirements in the City Charter, the budget for the City of Bedford, as compiled by the City Manager, has been submitted.

Following this submittal, a budget work session was held on August 10, 2012 with staff and members of the City Council. In addition to the work session, a public hearing was held on the budget as presented on August 28, 2012.

The total operating expenditures as presented in the FY2012-2013 budget is \$58,649,510 while the total operating revenues is presented as \$59,411,838.

Additionally, the proposed tax rate as presented for the tax year 2012 that will generate property tax revenues for the FY2012-2013 budget year is \$0.4991152 per \$100 assessed valuation.

RECOMMENDATION:

Staff recommends the following motion:

I move that property taxes remain the same by the adoption of a tax rate of \$0.4991152 per \$100.00 assessed valuation; and approve an ordinance adopting the annual budget for the City of Bedford, Texas for the fiscal year October 1, 2012 through September 30, 2013.

FISCAL IMPACT:

\$58,649,510 in total operating expenditures
\$59,411,838 in total operating revenues

ATTACHMENTS:

Ordinance
Exhibit A: Summary of Revenue and Expenditures by Fund 2012-2013 Budget

ORDINANCE NO. 12-

AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE CITY OF BEDFORD, TEXAS, FOR THE FISCAL PERIOD OF OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2013; LEVYING TAXES FOR 2012; PROVIDING FOR INTRA-FUND AND/OR INTRA-DEPARTMENTAL TRANSFERS; PROVIDING FOR INVESTMENT OF IDLE FUNDS; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, a notice of public hearing on the Annual Budget for the City of Bedford, Texas, for the fiscal period of October 1, 2012 through September 30, 2013, was heretofore published at least three (3) days in advance of said hearing; and,

WHEREAS, said public hearing on said Budget was duly held and all interested persons were given the opportunity to be heard for or against any item therein; and,

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

SECTION 1. That the Annual Budget for the City of Bedford, Texas, for the fiscal period of October 1, 2012 through September 30, 2013 in words and figures contained therein, is hereby adopted and approved. A copy of said budget shall be maintained in the records of the City. A summary of revenues and expenditures by funds is attached hereto as Exhibit A.

SECTION 2. That there shall be and there is hereby levied the following taxes on each one hundred (\$100.00) dollars valuation on all taxable property within the City of Bedford, Texas, to be assessed and collected by the Tax Assessor-Collector for the year, and collected for the purposes herein stipulated, to-wit:

(a) For Maintenance and Operations levied on \$100.00 valuation	\$0.3060432
(b) For Debt Service levied on \$100 valuation	<u>\$0.1930720</u>
TOTAL LEVY	<u>\$0.4991152</u>

THE TAX RATE WILL DECREASE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$5.21.

SECTION 3. That the City Manager is hereby authorized to make intra-fund and/or intra-departmental transfers during the Fiscal Year as it becomes necessary in order to avoid over expenditure of a particular account.

SECTION 4. That the City Manager is hereby authorized to invest any funds not needed for current use, whether operating funds or bond funds, in accordance with the Investment Policy of the City.

SECTION 5. That this ordinance shall be in full force and effect from and after passage and publication as required by law.

PRESENTED AND PASSED on this 11th day of September 2012, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ORDINANCE NO. 12-

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

CITY OF BEDFORD
SUMMARY OF REVENUE AND EXPENDITURES BY FUND
FISCAL YEAR 2012-2013

FUND NAME	BEGINNING BALANCE	REVENUE			EXPENDITURE					TOTAL EXPENDITURE	FY 12-13 DIFFERENCE	ENDING BALANCE
		PROPOSED	SUPPLEMENTAL	REVENUE	PROPOSED	SUPPLEMENTAL	COUNCIL ADD.	EXPENDITURES	COMPENSATION			
GENERAL FUND	\$ 4,628,696	\$ 27,475,032	\$ -	\$ 27,475,032	\$ 26,917,133	\$ 218,105	\$ 289,749	\$ 27,424,987	\$ 474,503	\$ 27,899,490	\$ (424,458)	\$ 4,204,238
TOURISM FUND	60,204	1,122,275	-	1,122,275	829,922	49,540	-	879,462	4,165	883,627	238,648	298,852
WATER AND SEWER FUND	2,812,989	19,345,797	8,910	19,354,707	18,309,326	176,670	-	18,485,996	52,060	18,538,056	816,651	3,629,640
STORMWATER UTILITY FUND	394,074	1,305,000	-	1,305,000	1,272,365	6,930	-	1,279,295	8,085	1,287,380	17,620	411,694
UTILITY REPAIR & MAINT. FUND	1,464,692	206,000	-	206,000	-	-	-	-	-	-	206,000	1,670,692
DRUG ENFORCEMENT FUND	59,619	25,000	-	25,000	10,000	-	-	10,000	-	10,000	15,000	74,619
COURT SECURITY FUND	8,800	31,580	-	31,580	35,000	-	-	35,000	-	35,000	(3,420)	5,380
COURT TECHNOLOGY FUND	86,237	45,000	-	45,000	19,555	-	-	19,555	-	19,555	25,445	111,682
PARK DONATIONS FUND	36,393	10,000	-	10,000	25,000	-	-	25,000	-	25,000	(15,000)	21,393
BEAUTIFICATION COMMISSION	34,719	10,000	-	10,000	10,000	-	-	10,000	-	10,000	-	34,719
POLICE TRAINING FUND	6,917	-	-	-	-	-	-	-	-	-	-	6,917
ECONOMIC DEVELOPMENT	277,204	-	-	-	180,205	-	-	180,205	-	180,205	(180,205)	96,999
STREET IMPROVEMENT ECONOMIC DEVELOPMENT CORPORATION	1,411,102	2,310,000	-	2,310,000	1,949,536	157,000	-	2,106,536	-	2,106,536	203,464	1,614,566
DEBT SERVICE FUND	1,558,635	6,657,244	-	6,657,244	6,714,080	-	-	6,714,080	-	6,714,080	(56,836)	1,501,799
PEG	68,243	60,000	-	60,000	8,400	-	-	8,400	-	8,400	51,600	119,843
TRAFFIC SAFETY FUND	254,958	500,000	-	500,000	616,399	-	-	616,399	1,322	617,721	(117,721)	137,237
COMPUTER REPLACEMENT	102,916	50,000	-	50,000	42,500	-	-	42,500	-	42,500	7,500	110,416
AQUATICS MAINTENANCE	134,079	50,000	-	50,000	25,716	-	-	25,716	-	25,716	24,284	158,363
FACILITY MAINTENANCE	311,733	100,000	-	100,000	32,119	-	-	32,119	-	32,119	67,881	379,614
EQUIPMENT REPLACEMENT	263,727	50,000	-	50,000	25,845	188,279	-	214,124	-	214,124	(164,124)	99,603
WATER/SEWER VEHICLE REPLACEMEN'	50,000	50,000	-	50,000	-	-	-	-	-	-	50,000	100,000
	\$ 14,025,939	\$ 59,402,928	\$ 8,910	\$ 59,411,838	\$ 57,023,101	\$ 796,524	\$ 289,749	\$ 58,109,374	\$ 540,135	\$ 58,649,510	\$ 762,329	\$ 14,788,268



Council Agenda Background

<u>PRESENTER:</u> Clifford Blackwell, C.G.F.O. Director of Administrative Services		<u>DATE:</u> 09/11/12
Council Mission Area: Be responsive to the needs of the community.		
<u>ITEM:</u> Consider a resolution accepting the City of Bedford Investment Policy. City Attorney Review: No City Manager Review: _____		
<u>DISCUSSION:</u> <p>The Public Funds Investment Act (PFIA) requires that the City have an Investment Policy and that the City Council review and approve the policy on an annual basis. The last review and approval was done on September 13, 2011.</p> <p>The Investment Policy included in the Council packet was reviewed and approved by the Investment Committee on August 21, 2012 and is now being brought to Council for the annual review and approval. The amendments were minor in nature. A summary of the changes are as follows:</p> <ul style="list-style-type: none">• Amended Training Section to include specific training requirements of investment officers within twelve months of assuming duties, and continuing the training cycle at least once every two years, aligned with the City’s fiscal year end on page 4.• Expanding the definition of an authorized broker/dealer to include the term ‘investment provider’ on page 4.• Added verbiage to the Investment Type Section to ensure that repurchase agreements’ underlying securities be in “compliance with the PFIA” on page 6.• Expanding acronym in Section V.2.b. to Public Funds Collateral Act on page 6.• Add a subsection to Section VII. Reporting requiring that investment officers monitor the rating of each investment held by the City on page 8. <p>The attached document titled “City of Bedford Investment Policy, September 11, 2012” provides the City with a policy document that is in full compliance with the PFIA.</p>		
<u>RECOMMENDATION:</u> Staff recommends the following motion: Approval of a resolution accepting the City of Bedford Investment Policy		
<u>FISCAL IMPACT:</u> N/A	<u>ATTACHMENTS:</u> Resolution Investment Policy – highlighted version Draft minutes of Investment committee Meeting held on August 21, 2012	

RESOLUTION NO. 12-

A RESOLUTION ACCEPTING THE CITY OF BEDFORD INVESTMENT POLICY.

WHEREAS, the Public Funds Investment Act requires that the City have an Investment Policy and that the City Council review and approve the policy on an annual basis.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEDFORD, TEXAS:

SECTION 1. That the City of Bedford Investment Policy, attached hereto, is hereby approved and adopted by the City Council. From the effective date of this resolution all investment of public funds by City personnel and/or agents shall be conducted in accordance with the City of Bedford Investment Policy.

SECTION 2. That the Mayor and/or the City Manager, as required by the individual agreements, are hereby authorized to enter into such agreements as may be necessary to implement this approved Investment Policy.

SECTION 3. That any prior resolutions inconsistent with this resolution are hereby repealed.

PASSED AND APPROVED this 11th day of September 2012, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

CITY OF BEDFORD- INVESTMENT POLICY

September 11, 2012

It is the policy of the City of Bedford, Texas, which includes the City of Bedford Street Improvement Economic Development Corporation, that after allowing for anticipated cash requirements and giving due consideration to safety, liquidity and yield, all available funds will be pooled and invested in conformance with the Investment Policy which has been developed to conform to the State of Texas, Public Funds Investment Act as amended (“PFIA”). Throughout this Investment Policy the City and Corporation shall be referred to as “BEDFORD.”

In addition, applicable recommended practices published by the Government Finance Officers’ Association (GFOA) have been considered to ensure that BEDFORD’s investment activities are conducted within the framework of sound fiscal policy.

I. Scope

This Policy applies to all financial assets of BEDFORD and serves to satisfy the statutory requirements of the PFIA to define and approve a formal investment policy. These funds are accounted for in BEDFORD’s Comprehensive Annual Financial Report and include:

- General Fund
- Enterprise Funds
- Special Revenue Funds
- Debt Service Funds - including Interest & Sinking Funds & Reserve Funds
- Capital Improvement Funds
- City of Bedford Street Improvement Economic Development Corporation Fund
- Other funds established from time to time

Except for cash in certain restricted and special funds, BEDFORD may consolidate cash and investment balances to ease cash management operations and maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

II. General Objectives.

The primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

1. Safety. Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

a. Credit Risk. BEDFORD will minimize credit risk, the risk of loss due to the failure of the investment issuer or backer, by:

- 1) Limiting investments to the safest types.
- 2) Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisors with whom BEDFORD will do business.
- 3) Diversifying the investment portfolio so that potential losses on individual investments will be minimized.
- 4) Establishment of procedures to monitor rating changes of investments and the liquidation of such investments as required by the PFIA.

b. Interest Rate Risk. BEDFORD will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates by:

- 1) Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
- 2) Investing operating funds primarily in shorter-term securities, financial institution deposits, money market mutual funds, or local government investment pools.

2. Liquidity. The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that investments mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of investments with active secondary or resale markets (dynamic liquidity). All or a portion of the portfolio also may be placed in financial institution deposits, money market mutual funds, or local government investment pools which offer same-day liquidity for short-term funds.

3. Yield. The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to safety and liquidity. Investments shall not be liquidated prior to maturity with the following exceptions:

- a. -An investment with declining credit may be sold early to minimize loss of principal.
- b. -An investment swap would improve the quality, yield, or target duration in the portfolio.
- c. -Liquidity needs of the portfolio require that the investment be sold or redeemed.

III. Standards of Care.

1. Prudence. The standard to be used by Investment Officers shall be the “prudent person” rule, which states, “investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.” Investment Officers acting in accordance with written policies and procedures, and exercising due diligence, shall be relieved of personal responsibility for an individual investment's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion.

2. Ethics and Conflicts of Interest. Investment Officers shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Investment Officers shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Investment Officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of BEDFORD.

An Investment Officer who has a personal business relationship with a depository bank or with any entity seeking to sell an investment to BEDFORD shall file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree of affinity or consanguinity to an individual seeking to sell an investment to BEDFORD shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the City Council.

3. Delegation of Authority. Authority to manage and operate the investment program is granted to the Director of Administrative Services. The Director of Administrative Services shall establish written procedures and internal controls for the operation of the investment program consistent with this Investment Policy. Procedures should include, but not be limited to: account management procedures, cash flow estimation procedures, investment transaction procedures, authorized [broker/dealer](#) selection process, and investment portfolio reporting requirements. No person may engage in an investment transaction except as provided under the terms of this Policy and the procedures established by the Director of Administrative Services. The Director of Administrative Services shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of the Authorized Investment Officers and subordinate officials.

Authorized Investment Officers

City Manager
Deputy City Manager
Director of Administrative Services
Accounting Manager

4. Investment Committee. There is hereby created an Investment Committee, consisting of the City Manager, Deputy City Manager, Director of Administrative Services, City Secretary, and one City Council member to be appointed by a majority of the City Council.

The Investment Committee shall meet at least quarterly to review general strategies and to monitor portfolio performance. The Committee shall include in its deliberations such topics as:

1. Economic outlook,
2. Portfolio diversification,
3. Maturity structure,
4. Risk considerations,
5. Authorized broker/dealers,
6. Independent investment training sources, and
7. Target rate of return on the portfolio.

The Investment Committee shall provide for minutes of its meetings.

Any two members of the Committee may request a special meeting, and three members shall constitute a quorum.

The Committee shall establish its rules of procedure.

5. Investment Training. In order to ensure the quality and capability of BEDFORD's investment personnel, BEDFORD shall provide periodic training in investments through courses and seminars offered by professional organizations and associations as required by the PFIA. The Investment Officers shall attend at least one training session accumulating at least ten (10) hours relating to the Officer's responsibility under the Act within twelve (12) months after assuming duties, and attend investment training session(s) not less than once every two years (aligned with the City's fiscal year end), receiving an additional ten (10) hours of training.—The training shall be conducted by independent training sources approved by the Investment Committee.

IV. Broker/Dealers, Internal Controls and DVP.

1. Authorized Broker/Dealers. A list will be maintained of “primary” dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule). All investment providers, financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following as appropriate:

- a. Audited financial statements.
- b. Proof of Financial Industry Regulatory Authority (FINRA) certification.
- c. Proof of state registration.
- d. Completed broker/dealer questionnaire.
- e. Certification of having read, understood, and agreed to comply with the Investment

Policy in compliance with the PFIA.

The Investment Committee shall review, revise, and adopt a list of authorized broker/dealers at least annually.

2. Internal Controls. The Director of Administrative Services is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of BEDFORD are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits require estimates and judgments by management.

Accordingly, within the scope of the annual audit, the Director of Administrative Services shall establish a process for an independent review by an external auditor to assure compliance with policies and procedures. The results of this compliance audit must be reported annually to the City Council. The internal controls shall address the following points:

- a. Control of collusion
- b. Separation of transaction authority from accounting and record keeping
- c. Custodial safekeeping
- d. Avoidance of physical delivery securities
- e. Clear delegation of authority to subordinate staff members
- f. Written confirmation of transactions for investments and wire transfers

3. Delivery vs. Payment. All trades, where applicable, will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds. Securities will be held by a third-party custodian as evidenced by safekeeping receipts.

V. Suitable and Authorized Investments

1. Investment Types. The following investments will be permitted by this Policy as defined by state and local law where applicable. In the event an authorized investment loses its required minimum credit rating, all prudent measures will be taken to liquidate said investment. Additionally, BEDFORD is not required to liquidate investments that were authorized at the time of purchase.

- a. U.S. government obligations, U.S. government agency obligations, and U.S. government instrumentality obligations, which have a liquid market with a readily determinable market value, and exclude those prohibited by the PFIA.
- b. Certificates of deposit and other evidences of deposit at a financial institution that, a) has its main office or a branch office in Texas and is guaranteed or insured by the Federal Deposit Insurance Corporation or its successor, b) is secured by obligations in a

manner and amount provided by law for deposits of BEDFORD, or c) is placed through the Certificate of Deposit Account Registry Service (CDARS), or similar program, in a manner that meets the requirements of the PFIA.

c. —Repurchase and reverse repurchase agreements whose underlying purchased securities consist of instruments as defined in [section V.1.a.](#) above [and placed in compliance with the PFIA.](#)

d. No load money market mutual funds regulated by the Securities and Exchange Commission that meet the requirements of the PFIA.

e. Local government investment pools, either state-administered or through joint powers statutes and other intergovernmental agreement legislation authorized in compliance with the PFIA.

2. Insurance, Pledged Collateral or Purchased Securities. With the exception of deposits secured with irrevocable letters of credit at 100% of amount, all deposits of BEDFORD funds with financial institutions shall be secured by pledged collateral with a market value equal to or greater than 102% of the deposits, less any amount insured by the FDIC. Repurchase agreements shall be documented by a specific agreement noting the “purchased securities” in each agreement; such securities shall comply with the PFIA. Collateral pledged and purchased securities shall be reviewed at least monthly to assure the market value equals or exceeds the related BEDFORD investment.

BEDFORD shall accept only the following securities as pledged collateral:

a. U. S. Treasury securities;

b. Obligations of U. S. Government Agencies and Instrumentalities, including letters of credit, which have a liquid market with a readily determinable market value, and exclude those prohibited by the PFCIA ([Public Funds Collateral Act](#));

c. Federal Deposit Insurance Corporation (FDIC) coverage;

d. Direct or unconditionally guaranteed obligations of the State of Texas;

e. States, agencies, counties, cities, or political subdivisions naturally rated “A” or higher.

All collateral shall be subject to inspection and audit by BEDFORD or BEDFORD’s independent auditors.

Securities pledged as collateral shall be held by an independent third party with whom BEDFORD has a current custodial agreement. The agreement is to specify the acceptable investment securities as collateral, including provisions relating to possession of the collateral, the substitution or release of investment securities, ownership of securities, and the method of valuation of securities. The agreement must clearly state that the custodian bank is instructed to release purchased and collateral securities to BEDFORD in the event

BEDFORD has determined that the financial institution has failed to pay on any matured investments, or has determined that the funds of BEDFORD are in jeopardy for whatever reason, including involuntary closure or change of ownership. A clearly marked evidence of ownership must be supplied to BEDFORD and retained by BEDFORD.

3. Repurchase Agreements. Repurchase agreements shall be consistent with the PFIA and GFOA Recommended Practices on Repurchase Agreements.

VI. Investment Parameters

1. Diversification. The investments shall be diversified by:

- a. Limiting investments to avoid over concentration in securities from a specific issuer or business sector (~~excluding U.S. Treasury securities~~ where appropriate),
- b. Limiting investment in securities that have higher credit risks,
- c. Investing with varying maturities, and
- d. Continuously investing a portion of the portfolio in readily available funds such as financial institution deposits, local government investment pools, money market funds, or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

2. Maximum Maturities. To the extent possible, BEDFORD shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, BEDFORD will not directly invest in instruments maturing more than three (3) years from the date of purchase or in accordance with state and local statutes and ordinances. BEDFORD shall adopt weighted average maturity limitations (which often range from 90 days to 3 years), consistent with the investment objectives.

Reserve funds and other funds with longer-term investment horizons may be invested in instruments exceeding three (3) years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of funds. The intent to invest in instruments maturing greater than three (3) years shall be disclosed in writing to the City Council.

Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds such as financial institution deposits, investment pools, money market funds, or overnight repurchase agreements to ensure that appropriate liquidity is maintained to meet ongoing obligations.

3. Competitive Environment. In order to create a competitive pricing environment for each investment transaction, including certificates of deposit, BEDFORD shall solicit quotations from multiple providers.

VII. Reporting.

1. Methods. The Director of Administrative Services shall prepare an investment report, at least quarterly, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner, which will allow BEDFORD to ascertain whether investment activities during the reporting period have conformed to the Investment Policy. The report shall be provided to the City Council. The report will comply with the requirements of the PFIA.

In conjunction with the annual audit, the quarterly reports shall be formally reviewed by an independent auditor, and the result of the review shall be reported to the City Council by that auditor.

2. Performance Standards. The investment portfolio will be managed in accordance with the parameters specified within this Policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. A series of appropriate benchmarks shall be established against which portfolio performance shall be compared on a regular basis. “Weighted average yield to maturity” shall be the portfolio performance measurement standard.

3. Marking to Market. The market value of the portfolio shall be calculated at least quarterly and a statement of the market value of the portfolio shall be issued at least quarterly. The source of pricing used to calculate market value will be the values published in the financial section of the Wall Street Journal and, as necessary, a third party source with access to the pricing for securities that are not listed in the Wall Street Journal. At all times, the source of the market value of held securities should be based on sources independent from the transaction.

4. Credit Rating. Not less than quarterly, the Investment Officers will monitor the credit rating for each held investment that has a PFIA required minimum rating. Any Authorized Investment that requires a minimum rating does not qualify during the period the investment does not have the minimum rating. Prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating.

VIII. Policy Considerations

1. Exemption. Any investment currently held that does not meet the guidelines of this Policy shall be exempted from the requirements of this Policy. At maturity or liquidation, such monies shall be reinvested only as provided by this Policy.

2. Annual Review and Amendments. The City Council shall annually review this Policy and shall adopt a written instrument stating its review and recording any changes. Any changes must be approved by the Investment Committee prior to consideration by the City Council.

IX. Selection of Depositories

1. Request for Application Process. Primary Depositories shall be selected through BEDFORD's banking services procurement process, which shall include a formal Request for Application (RFA) issued in compliance with applicable State law. This contract can be extended as per the RFA specifications. In selecting primary depositories, the credit worthiness of institutions shall be considered, and the Director of Administrative Services shall conduct a comprehensive review of prospective primary depositories' credit characteristics and financial history.

2. Collateralized Deposits. All depository deposits shall be insured or collateralized in compliance with applicable State law. BEDFORD reserves the right, in its sole discretion, to accept or reject any form of insurance or collateralization pledged towards depository deposits. Financial institutions serving as BEDFORD Depositories will be required to sign a depository agreement with BEDFORD. The collateralized deposit portion of the agreement shall define BEDFORD's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- a. The agreement must be in writing;
- b. The agreement has to be executed by the Depository and BEDFORD contemporaneously with the acquisition of the asset;
- c. The agreement must be approved by the Board of Directors or designated committee of the Depository and a copy of the meeting minutes must be delivered to BEDFORD; and
- d. The agreement must be part of the Depository's "official record" continuously since its execution.

X. Investment Strategies

In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds. Investment guidelines by fund-type are as follows:

1. General, Enterprise, or Operating-type Funds

Suitability - Any investment eligible in the Investment Policy is suitable for General, Enterprise, or Operating-type Funds.

Safety of Principal - All investments shall be of high quality with no perceived default risk. Market price fluctuations will occur. However, managing the weighted average days to maturity of each fund's portfolio to less than 270 days and restricting the maximum allowable maturity to two years will minimize the price volatility of the portfolio.

Marketability - Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement. Historical market "spreads" between the bid and offer prices of a particular security-type of less than a quarter of a percentage point will define an efficient secondary market.

Liquidity - General, Enterprise, or Operating-type Funds require the greatest short-term liquidity of any of the fund-types. Financial institution deposits, short-term investment pools and money market mutual funds will provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Diversification - Investment maturities should be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of BEDFORD. Diversifying the appropriate maturity structure up to the two-year maximum will reduce interest rate risk.

Yield - Attaining a competitive market yield for comparable investment -types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury Bill portfolio will be the minimum yield objective.

2. Special Revenue Funds

Suitability - Any investment eligible in the Investment Policy is suitable for Special Revenue Funds.

Safety of Principal - All investments will be of high quality with no perceived default risk. Market price fluctuations will occur. However, by managing Special Revenue Funds to balance the short-term and long-term anticipated cash flow requirements of the specific revenue/expense plan, the market risk of the Fund's portfolio will be minimized. No stated final investment maturity shall exceed the shorter of the anticipated cash flow requirement or three years.

Marketability - Balancing short-term and long-term cash flow needs requires the short-term portion of the Funds portfolio to have securities with active and efficient secondary markets. Historical market "spreads" between the bid and offer prices of a particular security-type of less than a quarter of a percentage point will define an efficient secondary market. Securities with less active and efficient secondary markets are acceptable for the long-term portion of the portfolio.

Liquidity - A portion of the Special Revenue Funds are reasonably predictable. However, unanticipated needs or emergencies may arise. Selecting investment

maturities that provide greater cash flow than the anticipated needs will reduce the liquidity risk of unanticipated expenditures.

Diversification - Investment maturities should blend the short-term and long-term cash flow needs to provide adequate liquidity and yield enhancement and stability. A “barbell” maturity ladder may be appropriate.

Yield - Attaining a competitive market yield for comparable investment -types and portfolio structures is the desired objective. The yield of an equally weighted, rolling six-month Treasury Bill portfolio will be the minimum yield objective.

3. Capital Improvement Funds

Suitability - Any investment eligible in the Investment Policy is suitable for Capital Improvement Funds.

Safety of Principal - All investments will be of high quality with no perceived default risk. Market price fluctuations will occur. However, by managing Capital Improvement Funds to not exceed the anticipated expenditure schedule, the market risk of the overall portfolio will be minimized. No stated final investment maturity shall exceed the shorter of the anticipated expenditure schedule or three years.

Marketability - Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement. Historical market “spreads” between the bid and offer prices of a particular security-type of less than a quarter of a percentage point will define an efficient secondary market.

Liquidity - Most capital improvements programs have reasonably predictable draw down schedules. Therefore, investment maturities should generally follow the anticipated cash flow requirements. Financial institution deposits, investment pools and money market mutual funds will provide readily available funds generally equal to one month’s anticipated cash flow needs, or a competitive yield alternative for short-term fixed maturity investments. A singular repurchase agreement may be utilized if disbursements are allowed in the amount necessary to satisfy any expenditure request. This investment structure is commonly referred to as a flexible repurchase agreement.

Diversification - Market conditions and arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for bond proceeds. Generally, if investment rates exceed the applicable cost of borrowing, BEDFORD is best served by locking in most investments. If the cost of borrowing cannot be exceeded, then current market conditions will determine the attractiveness of diversifying maturities or investing in shorter and larger amounts. At no time shall the anticipated expenditure schedule be exceeded in an attempt to bolster yield.

Yield - Achieving a positive spread to the cost of borrowing is the desired objective, within the limits of the Investment Policy’s risk constraints. The yield of an equally weighted, rolling six-month Treasury Bill portfolio will be the minimum yield

objective for non-borrowed funds.

4. Interest and Sinking Funds

Suitability - Any investment eligible in the Investment Policy is suitable for Interest and Sinking Funds.

Safety of Principal - All investments shall be of high quality with no perceived default risk. Market price fluctuations will occur. However, by managing Debt Service Funds to not exceed the debt service payment schedule, the market risk of the overall portfolio will be minimized.

Marketability - Securities with active and efficient secondary markets are not necessary as the event of an unanticipated cash flow requirement is not probable.

Liquidity - Debt Service Funds have predictable payment schedules. Therefore, investment maturities should not exceed the anticipated cash flow requirements. Financial institution deposits, investments pools and money market mutual funds may provide a competitive yield alternative for short-term fixed maturity investments. A singular repurchase agreement may be utilized if disbursements are allowed in the amount necessary to satisfy any debt service payment. This investment structure is commonly referred to as a flexible repurchase agreement.

Diversification - Market conditions influence the attractiveness of fully extending maturity to the next “unfunded” payment date. Generally, if investment rates are anticipated to decrease over time, BEDFORD is best served by locking in most investments. If the interest rates are potentially rising, then investing in shorter and larger amounts may provide advantage. At no time shall the debt service schedule be exceeded in an attempt to bolster yield.

Yield - Attaining a competitive market yield for comparable investment-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury Bill portfolio shall be the minimum yield objective.

5. Debt Service Reserve Funds

Suitability - Any investment eligible in the Investment Policy is suitable for Debt Service Reserve Funds. Bond resolution and loan documentation constraints and insurance company restrictions may create specific considerations in addition to the Investment Policy.

Safety of Principal - All investments shall be of high quality with no perceived default risk. Market price fluctuations will occur. However, by managing Debt Service Reserve Fund maturities to not exceed the call provisions of the borrowing will reduce the investment’s market risk if BEDFORD’s debt is redeemed and the Reserve Fund liquidated. No stated final investment maturity shall exceed the shorter of the final maturity of the borrowing or three years. Annual mark-to-market

requirements or specific maturity and average life limitations within the borrowing's documentation will influence the attractiveness of market risk and influence maturity extension.

Marketability - Securities with less active and efficient secondary markets are acceptable for Debt Service Reserve Funds.

Liquidity – Debt Service Reserve Funds have no anticipated expenditures. The Funds are deposited to provide annual debt service payment protection to BEDFORD's debt holders. The funds are "returned" to BEDFORD at the final debt service payment. Market conditions and arbitrage regulation compliance determine the advantage of investment diversification and liquidity. Generally, if investment rates exceed the cost of borrowing, BEDFORD is best served by locking in investment maturities and reducing liquidity. If the borrowing cost cannot be exceeded, then current market conditions will determine the attractiveness of locking in maturities or investing shorter and anticipating future increased yields.

Diversification - Market conditions and the arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for Debt Service Reserve Funds. At no time shall the final debt service payment date of the bond issue be exceeded in an attempt to bolster yield.

Yield - Achieving a positive spread to the applicable borrowing cost is the desired objective. Debt Service Reserve Fund portfolio management shall operate within the limits of the Investment Policy's risk constraints.

Investment Committee Minutes August 21st, 2012

STATE OF TEXAS

COUNTY OF TARRANT

CITY OF BEDFORD

The Investment Committee of the City of Bedford, Texas, met at 1:30 p.m. in the conference room of Bedford City Hall, 2000 Forest Ridge Drive on the 21st day of August 21st, 2012 with the following members present:

Beverly Griffith, City Manager
David Miller, Deputy City Manager
Clifford W. Blackwell III, Director of Administrative Services
Dr. Roy Turner, Council Member
Michael Wells, City Secretary

Constituting a quorum.

Also present were:

William (Bill) Koch, Valley View Consulting
Tom Ross, Valley View Consulting
Paula McPartlin, Finance – Accounting Manager

CALL TO ORDER

Dr. Turner called the meeting to order at approximately 1:30 p.m, and stated that this will be his last investment committee meeting.

NEW BUSINESS

1. APPROVAL OF MINUTES FROM MEETING OF February 15th, 2012.

David Miller motioned the minutes be approved. A second motion was made by Cliff Blackwell. The motion passed.

NEW BUSINESS (continued)

2. REVIEW AND APPROVAL OF QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDED 03/31/2012.

Cliff Blackwell opened the discussion up and turned it over to his colleague Tom Ross (Valley View Consulting), whom then led the discussion. Not a lot has changed in the market and rates are still down. The quarter end portfolio is \$24.7 million, and the quarter end yield is 20 basis points. The text pool yield at the end of the quarter is 11.5%. Interest earned for the quarter was \$12k interest. The fiscal year-to-date average yield curve has basically stayed the same over the last 15 weeks. The Short Term rates are really low as of the second quarter and still under 1%. On page 2, the treasury yield graph has three lines. The green line represents second quarter-last year, the blue line represents second quarter-this year, and the red line represents 1st quarter of this year. Nothing has changed much. The market is still pretty volatile and generally is on an upward trend. It has been going up and down the last several weeks. The S&P generally is showing an upward trend. The detail holdings report is in the pools and money market accounts. Also, as part of the banking contract we are keeping the higher balances in the non-interest bearing checking account in order to not pay fees. This is good due to the fact the fees are higher than the earnings we would be making on investments. We currently have five CD's. Tom continued to say they are looking at the rates and maturity dates. He also stated that "the earlier the settlement date, the higher the rates." Beverly asked that if we were looking at a CD for a year, what this would be. Tom said that 12 months are running around 50 basis points and continued to say that between a year and 2 years, the highest being 2 years is between 50 and 70 points. Therefore, there is not much difference between a 1 or 2 year CD. Cliff asked them to look at solicitation for a \$2 million note, so they are looking at rates. The market is still pretty volatile.

The total portfolio graph goes back to December 2002. Typically, the first 2 quarters are typically the highest because of the flow of the tax funds coming in. Looking at a market value comparison, book value and market value are the same because we do not have any securities involved. The portfolio page basically shows how the funds are allocated among the city's accounting system. The second page is your CD's and investments if you have any.

Cliff pointed out:

Correction on page 1 regarding the quarter end TexPool yield is .115% instead of the .08% showing. Correction on page 7 (Pie Chart) is 82% of our portfolio is Pools/DDA/MMA instead of 90% showing.

David Miller made a motion to approve quarterly investment report for the qt. ended 3/31/2012 with noted corrections, and Cliff Blackwell seconded the motion. The motion passed.

3. DISCUSSION OF CURRENT MARKET CONDITIONS; EVENTS SUBSEQUENT TO MARCH 31, 2012; AND APPROPRIATE STRATEGY FOR THE CALENDAR YEAR OF 2012.

Cliff Blackwell referred to Bill Koch to discuss this item. Bill Koch then led the discussion. As far as the economy, it is still up and down. One day it seems to be worked out, and the next it changes the other way. We are seeing some step ups, but not near for a comfortable level yet. It looks like rates are going to stay at an exceptionally low level until 2014. It's starting to look like the new normal, and we do not see the likelihood of rising rates. The outlook continues to be little to no outlook on short rates rising. CD's are still the best investment option. Bill Koch continued on to say they have expanded their list of banks. Just from an outlook, rates are staying at an essentially low level until 2014 unless something significant happens. This is starting to look like the new

normal and we don't see a likelihood that it is going to pick up.

4. DISCUSSION AND COMMITTEE RECOMMENDATION RELATIVE TO EXTENSION OF THE CURRENT INVESTMENT ADVISORY SERVICES AGREEMENT FOR AN ADDITIONAL TWO YEAR TERM BEGINNING JUNE 11TH, 2012.

Cliff said time flies when you are having fun, and the contract with Valley View Consulting was a 2 year contract, and we are at the end of the 2 year agreement. We have been doing business with them for a long time, and this is the 10th year. The contract language has not changed since the last time we met regarding the contract terms. The fee for service is listed out in appendix A and is 8 basis points based on the value of the portfolio. From a budgetary standpoint, we typically use 4 funding sources to pay for that. In addition to the services they provide, they have helped us solicit securities for investment purposes, assisted in preparing the bank depository RFP, helped us regarding the investment policy, compliance, and making sure we stay on top of the Public Investment Act.

David Miller asked when we discussed this 2 years ago, was that an extension of the existing contract or a new contract? Cliff said that 2 years ago, that was an extension of the existing contract and that this would be a new contract with Valley View Consulting. Tom Ross said according to statute, that this will have to go to Council at least every two years. Savage asked for any comments or questions, and asked for a committee vote to continue on with Valley View Consulting. Michael Wells made the motion to continue with our existing investment advisory services Valley View consulting, and Beverly seconded the motion. The contract will be presented to council for approval, and Cliff wants to get this on the next council agenda. Bill Koch said he has enjoyed the opportunity working with us and hopefully will get to continue working with us in the future. Beverly said "go find us some good CD's."

ADJOURNMENT

Motion to adjourn: David Miller moved to adjourn, Michael Wells seconded the motion.
No other topics were brought forward for discussion. The meeting was adjourned at 2:55 P.M.



Council Agenda Background

PRESENTER: Clifford Blackwell, C.G.F.O.
Director of Administrative Services

DATE: 09/11/12

Council Mission Area: Be responsive to the needs of the community.

ITEM:

Consider all matters incident and related to the issuance and sale of “City of Bedford, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2012”, including the adoption of an ordinance authorizing the issuance of such certificates of obligation. The proceeds from these certificates will be used for constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving sewer system properties and facilities.

City Attorney Review: No

City Manager Review: _____

DISCUSSION:

In April 2011, the City Council authorized staff to request financial assistance from the Texas Water Development Board (TWDB) to provide for the cost of the Sulphur Branch Trunk Sewer Rehabilitation Improvement Project. This project qualified for the TWDB fixed rate loan due to the project meeting the 30% minimum requirement for the Green Project Funding.

The TWDB loan offers a net long-term interest rate of at least 0.95 below market rates. They will operate as the underwriter to the debt being issued by the City. Therefore, the process by which the City of Bedford secures this loan will be the same as if it was issuing certificates of obligation with a financial institution as the underwriter. A “Notice of Intention” to issue City of Bedford, Texas Series 2012 Certificates of Obligation was published on two consecutive Saturdays, July 28, 2012 and August 4, 2012 advertising the \$630,000 debt issuance.

One-week prior to the sale of the certificates, TWDB notified the City of Bedford of the true interest cost for the loan (see Debt Service Schedule attachment), which is 1.156%. Compared to market rates, the true interest cost for this debt is significantly lower.

Therefore, this ordinance authorizes the issuance of \$630,000 in certificates of obligation for the purpose of completing sewer improvements in the Sulphur Branch Sewer Project as it relates to Texas Water Development Board’s Green Funding Project. This project has been previously discussed and approved by the City Council.

The net revenues derived from the City of Bedford’s Water/Sewer System will be the primary source for payment of the Combination Tax and Revenue Certificates of Obligation, Series 2012.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance on all matters incident and related to the issuance and sale of \$630,000 “City of Bedford, Texas Combination Tax and Revenue Certificates of Obligation, Series 2012”, dated September 11, 2012.

FISCAL IMPACT:

Amount of issue: \$630,000

ATTACHMENTS:

Draft ordinance
TWDB Loan Debt Service Schedule
TWDB acceptance letter

CERTIFICATE ORDINANCE

\$630,000
CITY OF BEDFORD, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATES OF OBLIGATION
SERIES 2012

Adopted: September 11, 2012

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ORDINANCE NO. 12-_____

AN ORDINANCE authorizing the issuance of "CITY OF BEDFORD, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2012"; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the City and a pledge of the net revenues derived from the operation of the City's combined Waterworks and Sewer System; providing the terms and conditions of such certificates and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of said Certificates, including the approval and execution of a Paying Agent/Registrar Agreement and an Escrow Deposit Agreement; and providing an effective date.

WHEREAS, pursuant to an application filed with the Texas Water Development Board (the "Board"), the City has received a loan commitment from the Board for financial assistance in the amount of \$630,000 to finance the costs of constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving sewer system properties and facilities, and such financial assistance is to be evidenced by the Board's purchase of certificates of obligation payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City and a pledge of the Net Revenues (as defined in Section 10 hereof) of the City's combined Waterworks and Sewer System; and

WHEREAS, notice of the City Council's intention to issue certificates of obligation in the maximum principal amount of \$630,000 for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: improving and extending the City's Sewer System, including the acquisition of land and rights-of-way therefor and (ii) professional services rendered in relation to such projects and the financing thereof; has been duly published in _____, a newspaper hereby found and determined to be of general circulation in the City of Bedford, Texas, on _____, 2012 and _____, 2012, the date of the first publication of such notice being not less than thirty-one (31) days prior to the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates; and

WHEREAS, no petition protesting the issuance of the certificates of obligation and bearing valid petition signatures of at least five percent (5%) of the qualified electors of the City, has been presented to or filed with the Mayor, City Secretary or any other official of the City on or prior to the date of the passage of this Ordinance; and

WHEREAS, pursuant to authority conferred by the Constitution and laws of the State of Texas, particularly V.T.C.A., Local Government Code, Subchapter C of Chapter 271, as amended, the City Council hereby finds and determines the certificates of obligation described in such notice should be authorized for issuance and delivery to the Board at this time in the amount and manner hereinafter provided; now, therefore,

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

SECTION 1: Authorization, Designation, Principal Amount, Purpose. Certificates of obligation of the City shall be and are hereby authorized to be issued in the aggregate principal amount of \$630,000, to be designated and bear the title "CITY OF BEDFORD, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2012" (hereinafter referred to as the "Certificates"), for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: improving and extending the City's Sewer System, including the acquisition of land and rights-of-way therefor and (ii) professional services rendered in relation to such projects and the financing thereof, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including V.T.C.A., Local Government Code, Subchapter C of Chapter 271, as amended.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates - Date. The Certificates shall be issued as fully registered obligations, shall be dated September 15, 2012 (the "Certificate Date") and shall be in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity) and the Certificates shall become due and payable on February 1 in each of the years and in principal amounts (the "Stated Maturities") and bear interest at the per annum rates in accordance with the following schedule:

<u>Year of Stated Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate(s)</u>
2013		
2014		
2015		
2016		
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		

The Certificates shall bear interest on the unpaid principal amount from the date of delivery to the initial purchaser (which date shall be the registration date appearing on the "Registration Certificate of Paying Agent/Registrar" typed or printed on the global Certificates deposited with DTC (defined herein) and noted in the records of the Paying/Agent Registrar) at

the rates per annum shown above in this Section (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Certificates shall be payable on February 1, 2013, and each August 1 and February 1 thereafter until maturity or prior redemption.

SECTION 3: Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Certificates, due and payable by reason of maturity, redemption, or otherwise, shall be payable only to the registered owners or holders of the Certificates (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, to serve as Paying Agent/Registrar for the Certificates is hereby approved and confirmed. Books and records relating to the registration, payment, transfer and exchange of the Certificates (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, as provided herein and in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement", substantially in the form attached hereto as **Exhibit A**, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor and City Secretary are authorized to execute and deliver such Agreement in connection with the delivery of the Certificates. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Certificates are paid and discharged, and any successor Paying Agent/Registrar shall be a bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Certificates, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Certificates shall be payable at the Stated Maturities or upon prior redemption thereof, only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices, initially in East Syracuse, New York, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest on the Certificates shall be paid to the Holders whose names appear in the Security Register at the close of business on the Record Date (the fifteenth day of the month next preceding each interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. Provided, however, while the Board is the registered owner of the Certificates, payments on the Certificates shall be made by wire transfer without expense to the Holder. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of 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 when banking institutions are 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.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (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. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption.

(a) Optional Redemption. The Certificates having Stated Maturities on and after February 1, 2023 shall be subject to redemption prior to maturity, at the option of the City, in whole or in part (in inverse order of Stated Maturities, if less than all) in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on February 1, 2022, or on any date thereafter at the redemption price of par plus accrued interest to the date of redemption.

(b) Exercise of Redemption Option. At least forty-five (45) days prior to a date set for the redemption of Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem Certificates, the principal amount of each Stated Maturity to be redeemed, and the date set for the redemption thereof. The decision of the City to exercise the right to redeem Certificates shall be entered in the minutes of the governing body of the City.

(c) Selection of Certificates for Redemption. If less than all Outstanding Certificates of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Certificates as representing the number of Certificates Outstanding which is obtained by dividing the principal amount of such Certificates by \$5,000 and shall select the Certificates to be redeemed within such Stated Maturity by lot.

(d) Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Certificates, a notice of redemption shall be sent by United States Mail, first class postage prepaid, in the name of the City and at the City's expense, to each Holder of a Certificate to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Certificates, (ii) identify the Certificates to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Certificates, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified and the interest thereon, or on the portion of

the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, provided moneys sufficient for the payment of such Certificate (or the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar and (v) specify that payment of the redemption price for the Certificates, or the principal amount thereof to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder. If a Certificate is subject by its terms to prior redemption and has been called for redemption and notice of redemption thereof has been duly given or waived as herein provided, such Certificate (or the principal amount thereof to be redeemed) shall become due and payable and interest thereon shall cease to accrue from and after the redemption date therefor.

(e) Conditional Notice of Redemption. With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

SECTION 5: Registration - Transfer - Exchange of Certificates - Predecessor Certificates. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every registered owner of the Certificates issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Certificate may be transferred or exchanged for Certificates of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates, executed on behalf of, and furnished by, the City, of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holders, Certificates may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificates surrendered for exchange, upon surrender of the Certificates to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Certificates so surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Certificates, executed on behalf of, and furnished by the City, to the Holder requesting the exchange.

All Certificates issued upon any transfer or exchange of Certificates shall be delivered at the Designated Payment/Transfer Office of the Paying Agent/Registrar, or sent by United States mail, first class postage prepaid, to the Holder and, upon the delivery thereof, the same shall be valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Certificates surrendered in such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Certificates," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Certificates" shall include any mutilated, lost, destroyed, or stolen Certificate for which a replacement Certificate has been issued, registered and delivered in lieu thereof pursuant to Section 20 hereof and such new replacement Certificate shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Certificate called for redemption, in whole or in part, within forty-five (45) days of the date fixed for redemption of such Certificate; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of an unredeemed balance of a Certificate called for redemption in part.

SECTION 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 3, 4 and 5 hereof relating to the payment, and transfer/exchange of the Certificates, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York ("DTC"), in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations by and between the City and DTC (the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Certificates shall be deposited with DTC who shall hold said Certificates for its participants (the "DTC Participants"). While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Certificate (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Certificates, the City covenants and agrees with the

Holders of the Certificates to cause Certificates to be printed in definitive form and provide for the Certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions of Sections 3, 4 and 5 hereof.

The City agrees it will not discontinue its use of the DTC Book-Entry-Only System with respect to the Certificates without prior notice to and consent from the Board while the Board is the Holder of any of the Certificates.

SECTION 7: Execution - Registration. The Certificates shall be executed on behalf of the City by the Mayor under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signature of said officers on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of said individuals who are or were the proper officers of the City on the Certificate Date shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals or any of them shall cease to hold such offices prior to the delivery of the Certificates to the initial purchaser, and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided in V.T.C.A., Government Code, Chapter 1201, as amended.

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially in the form provided in Section 9(c), manually executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent, or a certificate of registration substantially in the form provided in Section 9(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified, registered and delivered.

SECTION 8: Initial Certificate(s). The Certificates herein authorized shall be initially issued either (i) as a single fully registered certificate in the total principal amount stated in Section 1 hereof with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1, or (ii) as multiple fully registered certificates, being one certificate for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Certificate(s)") and, in either case, the Initial Certificate(s) shall be registered in the name of the initial purchaser or the designee thereof. The Initial Certificate(s) shall be the Certificates submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser. Any time after the delivery of the Initial Certificate(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser, or the designee thereof, shall cancel the Initial Certificate(s) delivered hereunder and exchange therefor definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms.

(a) Forms Generally. The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on the Certificates, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and 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 insurance legends in the event the Certificates, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Certificates as evidenced by their execution thereof. Any portion of the text of any Certificates may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Certificate.

The Certificates, including the Initial Certificate(s), shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Certificates as evidenced by their execution.

(b) Form of Definitive Certificates.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF BEDFORD, TEXAS,
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION,
SERIES 2012

Certificate Date:
September 15, 2012

Interest Rate:
_____ %

Stated Maturity:
February 1, 20__

CUSIP NO:

Registered Owner:

Principal Amount:

The City of Bedford (hereinafter referred to as the "City"), a body politic and corporate and municipal corporation in the County of Tarrant, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount stated above (or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amount hereof from the date of the delivery of the Certificates to the initial purchaser 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 being payable on February 1

and August 1 in each year, commencing February 1, 2013, until maturity or prior redemption. Principal of this Certificate is payable at its Stated Maturity or upon its prior redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Certificate is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Certificate. Interest is payable to the registered owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the fifteenth day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register 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 Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of 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 date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$630,000 (herein referred to as the "Certificates") for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: improving and extending the City's Sewer System, including the acquisition of land and rights-of-way therefor and (ii) professional services rendered in relation to such projects and the financing thereof, under and in strict conformity with the Constitution and laws of the State of Texas, particularly V.T.C.A., Local Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

The Certificates maturing on and after February 1, 2023, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part (in inverse order of Stated Maturities, if less than all) in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on February 1, 2022, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the City shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of the Certificates to be redeemed, and subject to the terms and provisions relating thereto contained in the Ordinance. If a Certificate (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon the

redemption date such Certificate (or the portion of its principal sum to be redeemed) shall become due and payable, and, if moneys for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable from and after the redemption date on the principal amount redeemed.

With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

In the event a portion of the principal amount of a Certificate is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Certificate to an assignee of the registered owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Certificate redeemed in part.

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City and from a pledge of the Net Revenues of the City's combined Waterworks and Sewer System (the "System"), such pledge being junior and subordinate to the lien on and pledge of the Net Revenues securing the payment of Prior Lien Obligations hereafter issued by the City. In the Ordinance, the City reserves and retains the right to issue Prior Lien Obligations while the Certificates are outstanding without limitation as to principal amount but subject to any terms, conditions or restrictions as may be applicable thereto under law or otherwise, as well as the right to issue additional obligations payable from the same sources as the Certificates and, together with the Certificates, equally and ratably secured by a parity lien on and pledge of the Net Revenues of the System.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all the provisions of which the Holder by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificates; the properties constituting the System; the Net Revenues pledged to the payment of the principal of and interest on the Certificates; the nature and extent and manner of enforcement of the pledge; the terms and conditions relating to the transfer or exchange of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the

rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the liens, pledges, charges and covenants made therein may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding thereunder; and for the other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, may treat the registered owner hereof whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal hereof at its Stated Maturity or upon its prior redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (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. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and covenanted that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Certificates do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Certificates by the levy of a tax and a pledge of and lien on the Net Revenues of the System as aforesaid. In case any provision in this Certificate or any application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Certificate to be duly executed under the official seal of the City as of the Certificate Date.

CITY OF BEDFORD, TEXAS

Mayor

COUNTERSIGNED:

City Secretary

(City Seal)

(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Certificate(s) only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER)
OF PUBLIC ACCOUNTS) REGISTER NO. _____
THE STATE OF TEXAS)

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

(d) Form of Certificate of Paying Agent/Registrar to appear on Definitive Certificates only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued and registered under the provisions of the within-mentioned Ordinance; the certificate or certificates of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated offices of the Paying Agent/Registrar located in East Syracuse, New York, the "Designated Payment/Transfer Office" for this Certificate.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., Dallas, Texas,
as Paying Agent/Registrar

Registration Date:

By _____
Authorized Signature

(e) 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 thereunder, and hereby irrevocably constitutes and appoints _____

attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED:

Signature guaranteed:

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.

(f) The Initial Certificate(s) shall be in the form set forth in paragraph (b) of this Section, except that the form of a single fully registered Initial Certificate shall be modified as follows:

Heading and first paragraph shall be modified to read as follows:

REGISTERED
NO. T-1

REGISTERED
\$630,000

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF BEDFORD, TEXAS,
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION,
SERIES 2012

Certificate Date: September 15, 2012

Registered Owner: TEXAS WATER DEVELOPMENT BOARD

Principal Amount: SIX HUNDRED THIRTY THOUSAND DOLLARS

The City of Bedford (hereinafter referred to as the "City"), a body politic and corporate and municipal corporation in the County of Tarrant, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on February 1 in each of the years and in principal installments in accordance with the following schedule:

<u>YEAR</u>	<u>PRINCIPAL INSTALLMENTS</u>	<u>INTEREST RATE</u>
-------------	-----------------------------------	--------------------------

(Information to be inserted from schedule in Section 2 hereof)

(or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amount hereof from the date of the delivery to the initial purchaser at the per annum rate(s) of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 1 and August 1 of each year, commencing February 1, 2013, until maturity or prior redemption. Principal of this Certificate is payable at its Stated Maturity or on a redemption date to the registered owner hereof by The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the "Paying Agent/Registrar"), upon presentation and surrender, upon its presentation and surrender at its designated offices, initially in East Syracuse, New York, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Certificate whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the fifteenth day of the month next preceding each interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register 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 Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of 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 date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

SECTION 10: Definitions. For purposes of this Ordinance and for clarity with respect to the issuance of the Certificates herein authorized, and the levy of taxes and appropriation of Net Revenues therefor, the following words or terms, whenever the same appears herein without qualifying language, are defined to mean as follows:

(a) The term “Certificates” shall mean the \$630,000 “City of Bedford, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2012” authorized by this Ordinance.

(b) The term “Certificate Fund” shall mean the special Fund created and established under the provisions of Section 11 of this Ordinance.

(c) The term “Collection Date” shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the City become delinquent.

(d) The term “Debt Service Requirement” shall mean, as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the City as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations; assuming, in the case of obligations without a fixed numerical rate, that such obligations bear interest at the maximum rate permitted by the terms thereof and further assuming in the case of obligations required to be redeemed or prepaid as to principal prior to Stated Maturity, the principal amounts thereof will be redeemed prior to Stated Maturity in accordance with the mandatory redemption provisions applicable thereto.

(e) The term “Fiscal Year” shall mean the twelve month accounting period used by the City in connection with the operation of the System which may be any twelve consecutive month period established by the City.

(f) The term “Government Securities” shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed

or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other authorized securities or obligations that may be used to defease obligations such as the Certificates under the applicable laws of the State of Texas.

(g) The term “Gross Revenues” for any period shall mean all income, receipts and revenues of every nature derived or received from the operation and ownership (excluding refundable meter deposits, restricted gifts and grants in aid of construction) of the System, including earnings and income derived from the investment or deposit of moneys in any special funds or accounts created and established for the payment and security of the Prior Lien Obligations and other obligations payable solely from and secured only by a lien on and pledge of the Net Revenues of the System.

(h) The term “Maintenance and Operating Expenses” shall mean all current expenses of operating and maintaining the System as authorized by the provisions of Texas Government Code, Chapter 1502, as amended, including but not limited to, all salaries, labor, materials, repairs and extensions necessary to render efficient service; provided, however, that only such repairs and extensions, as in the judgment of the City Council, reasonably and fairly exercised, are necessary to maintain the operations and 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 obligations payable from Net Revenues shall be deducted in determining Net Revenues. Depreciation charges shall not be considered Maintenance and Operating Expenses. Maintenance and Operating Expenses shall include payments under contracts for the purchase of water supply, treatment of sewage or other materials, goods or services for the System to the extent authorized by law and the provisions of such contract.

(i) The term “Net Revenues” for any period shall mean the Gross Revenues of the System, with respect to any period, after deducting the System’s Maintenance and Operating Expenses during such period.

(j) The term “Outstanding” when used in this Ordinance with respect to Certificates means, as of the date of determination, all Certificates theretofore issued and delivered under this Ordinance, except:

(1) those Certificates cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates for which payment has been duly provided by the City in accordance with the provisions of Section 21 hereof; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 20 hereof.

(k) The term "Prior Lien Obligations" shall mean (i) all revenue bonds or other obligations hereafter issued that are payable solely from and secured only by a lien on and pledge of the Net Revenues of the System and (ii) all obligations now outstanding and hereafter issued which by the terms of this Ordinance and the ordinances authorizing their issuance have a prior right and claim on the Net Revenues of the System to the claim and right securing the payment of the Certificates, including the "City of Bedford, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2012A" being issued concurrently with the Certificates.

(l) The term "System" shall mean all properties, facilities and plants currently owned, operated and maintained by the City for the supply, treatment and transmission of treated potable water, and for the collection and treatment of waste water, together with all future extensions, improvements, replacements and additions thereto.

SECTION 11: Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Certificates, there shall be and is hereby created a special account on the books of the City to be designated the "SPECIAL SERIES 2012 TAX AND REVENUE CERTIFICATE OF OBLIGATION FUND", and all moneys deposited to the credit of such account shall be kept and maintained in a banking fund maintained at a depository of the City. The Mayor, Mayor Pro Tem, City Manager, Director of Administrative Services and City Secretary of the City, any two of said individuals, are hereby authorized and directed to make withdrawals from the Certificate Fund sufficient to pay the principal of and interest on the Certificates as the same become due and payable, and, shall cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Certificates.

Pending the transfer of funds to the Paying Agent/Registrar, money in the Certificate Fund may, at the option of the City, be invested in obligations identified in, and in accordance with the provisions of the "Public Funds Investment Act" (V.T.C.A., Government Code, Chapter 2256, as amended) relating to the investment of "bond proceeds"; provided that all such investments shall be made in such a manner that the money required to be expended from said Fund will be available at the proper time or times. All interest and income derived from deposits and investments in said Certificate Fund shall be credited to, and any losses debited to, the said Certificate Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

SECTION 12: Tax Levy.

(a) To provide for the payment of the "Debt Service Requirements" on the Certificates being (i) the interest on said Certificates and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied a sufficient tax on each one hundred dollars' valuation of taxable property in said City, adequate to pay such Debt Service Requirements while the Certificates are Outstanding, full allowance being made for delinquencies and costs of collection; and said tax shall be assessed and collected each year and applied to the payment of the Debt Service

Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund. The City Council hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the said Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

(b) Notwithstanding the provisions of paragraph (a) above of this Section 12:

(1) if Net Revenues of the System hereinafter pledged to the payment of the Certificates are actually on deposit in the Certificate Fund in advance of the time ad valorem taxes are scheduled to be levied for any year, then the amount of taxes otherwise required to be levied for such year pursuant to (a) above may be reduced to the extent and by the amount of the funds then on deposit in the Certificate Fund; or

(2) if the City's annual budget provides for the Net Revenues of the System to pay the Debt Service Requirements of the Certificates to become due and payable during the budget year and thereby reduce the amount of ad valorem taxes to be levied in such year for the Certificates, then:

(i) The City shall transfer and deposit in the Certificate Fund each month an amount of not less than 1/12th of the annual Debt Service Requirements on the Certificates until the amount accumulated and maintained in the Certificate Fund equals the amount required for the full payment of the Debt Service Requirements on the Certificates then Outstanding; and provided further, save and except for required payments to the special funds maintained for the payment of the Prior Lien Obligations, if issued, the City shall not transfer any Net Revenues from the System Fund to any fund of the City other than the Certificate Fund until such time as an amount equal to the annual Debt Service Requirements for the Certificates for the then current fiscal year has been deposited in the Certificate Fund;

(ii) Each year while the Certificates are Outstanding, and prior to the time of the annual ad valorem tax rate is established and levied by the City, the City shall establish, adopt and maintain an annual budget that provides for either the monthly deposit of sufficient Net Revenues of the System and/or ad valorem tax revenues, the monthly deposit of any other legally available funds on hand at the time of the adoption of the annual budget, or a combination thereof, into the Certificate Fund for the payment of the Certificates; and

(iii) The City shall at all times maintain and collect sufficient rates and charges for water and sewer services in

conjunction with any other legally available funds that, after payment of the costs of operating and maintaining the System that produce Net Revenues in an amount not less than 1.10 times the debt service payments for all outstanding water or sewer system revenue bonds of the City and other obligations of the City which are secured in whole or in part by a pledge of the revenues of the System for which the City is budgeting the repayment of such obligations from the revenues of the System, or the City shall provide documentation which evidences the levy of an ad valorem tax rate dedicated to the payment of the Certificates, in conjunction with any other legally available funds other than revenues of the System, sufficient for the repayment of System debt service requirements.

(c) The City has sufficient current funds available to pay the principal and interest payment to become due on the Certificates on February 1, 2013, and there will be deposited in the Certificate Fund (created for the payment of the Certificates) such amount of current funds which will be sufficient to pay the amounts to become due on the Certificates on February 1, 2013.

SECTION 13: Pledge of Surplus Net Revenues. The City hereby covenants and agrees that, subject to the prior lien on and pledge of the Net Revenues of the System to the payment and security of Prior Lien Obligations, the Net Revenues of the System are hereby irrevocably pledged, equally and ratably, to the payment of the principal of and interest on the Certificates, and the pledge of the Net Revenues of the System herein made for the payment of the Certificates shall constitute a lien on the Net Revenues of the System in accordance with the terms and provisions hereof and be valid and binding and fully perfected from and after the date of adoption of this Ordinance without physical delivery or transfer or transfer of control of the Net Revenues, the filing of this Ordinance or any other act; all as provided in Chapter 1208 of the Texas Government Code, as amended (“Chapter 1208”). The pledge of the Net Revenues of the System to the payment of the principal of and interest on the Certificates is subordinate to the pledge of the Net Revenues of the System to the payment and security of all Prior Lien Obligations issued by the City.

Chapter 1208 applies to the issuance of the Certificates and the pledge of the Net Revenues of the System granted by the City under this Section 13, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are Outstanding such that the pledge of the Net Revenues of the System granted by the City under this Section 13 is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, as amended, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code, as amended, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 14: System Fund. The City covenants and agrees that all Gross Revenues (excluding earnings from the investment of money held in any special funds or accounts created

for the payment and security of the Prior Lien Obligations) shall be deposited as collected into a fund maintained at an official depository of the City and known on the books of the City as the "City of Bedford Waterworks and Sanitary Sewer System Fund" (hereinafter called the "System Fund"). All moneys deposited to the credit of the System Fund shall be allocated, dedicated and disbursed to the extent required for the following purposes and in the order of priority shown, to wit:

- First: To the payment of all necessary and reasonable Maintenance and Operating Expenses of the System as defined herein or required by statute to be a first charge on and claim against the Gross Revenues thereof.
- Second: To the payment of all amounts required to be deposited in the special Funds created and established for the payment, security and benefit of Prior Lien Obligations in accordance with the terms and provisions of the ordinances authorizing the issuance of Prior Lien Obligations.
- Third: To the payment of the amounts pledged to the payment of the Certificates.

Any Net Revenues remaining in the System Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used for any other City purpose now or hereafter permitted by law.

SECTION 15: Deposits to Certificate Fund. Subject to the provisions of Section 13 hereof, the City hereby covenants and agrees to cause to be deposited in the Certificate Fund from the pledged Net Revenues of the System in the System Fund, the amount of Net Revenues of the System pledged to the payment of the Certificates.

The City covenants and agrees that the pledged Net Revenues of the System, together with other lawfully available revenues appropriated by the City for payment of the debt service requirements on the Certificates and ad valorem taxes levied, collected and deposited in the Certificate Fund for and on behalf of the Certificates, will be an amount equal to one hundred percent (100%) of the amount required to fully pay the interest and principal due and payable on the Certificates. In addition, any surplus proceeds from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes and the Net Revenues of the System.

SECTION 16: Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, including the Public Funds Investment Act, V.T.C.A., Government Code, Chapter 2256, as amended, and the Public Funds Collateral Act, V.T.C.A., Government Code, Chapter 2257, as amended, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

SECTION 17: Special Covenants. The City hereby further covenants as follows:

(a) It has the lawful power to pledge the Net Revenues of the System to the payment of the Certificates in the manner herein contemplated and has lawfully exercised such power under the Constitution and laws of the State of Texas, including said power existing under Texas Government Code, Chapter 1502, as amended, and Subchapter C of Chapter 271 of the Texas Local Government Code.

(b) Other than for the payment of the Certificates and the “City of Bedford, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2012A” being issued concurrently with the Certificates; the Net Revenues of the System have not in any manner been pledged to the payment of any debt or obligation of the City or of the System.

SECTION 18: Issuance of Prior Lien Obligations/Additional Obligations. The City hereby expressly reserves the right to hereafter issue Prior Lien Obligations, without limitation as to principal amount but subject to any terms, conditions or restrictions applicable thereto under law or otherwise, payable, in whole or in part, from the Net Revenues (without impairment of the obligation of contract with the Holders of the Certificates) upon such terms and conditions as the City Council may determine. Additionally, the City reserves the right to issue additional obligations payable, in whole or in part, from the Net Revenues of the System and, to the extent provided, secured by a lien on and pledge of the Net Revenues of equal rank and dignity with the lien and pledge securing the payment of the Certificates.

SECTION 19: Application of Prior Lien Obligations Covenants and Agreements. It is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements and covenants contained herein bearing upon the management and operations of the System, and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements and covenants contained in the ordinances authorizing the issuance of the Prior Lien Obligations, and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinances authorizing the issuance of the Prior Lien Obligations, the provisions, agreements and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders of the Prior Lien Obligations.

SECTION 20: Mutilated - Destroyed - Lost and Stolen Certificates. In case any Certificate shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Certificate of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Certificate, or in lieu of and in substitution for such destroyed, lost or stolen Certificate, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Certificate, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Certificate shall be borne by the Holder of the Certificate mutilated, or destroyed, lost or stolen.

Every replacement Certificate issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Certificates. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Certificates.

SECTION 21: Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied and the lien on and pledge of the Net Revenues of the System under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate and be discharged and satisfied.

Certificates or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at maturity or the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/ Registrar have been made) the redemption date thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Certificates such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

SECTION 22: Ordinance a Contract - Amendments. This Ordinance shall constitute a contract with the Holders of the Certificates from time to time, be binding on the City, and shall

not be amended or repealed by the City while any Certificates remain Outstanding except as permitted in this Section and in Section 38 hereof. The City, may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders of the Certificates, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of Holders 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 Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Holders for consent to any such amendment, addition, or rescission.

SECTION 23: Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

“*Closing Date*” means the date on which the Certificates are first authenticated and delivered to the initial purchaser against payment therefor.

“*Code*” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“*Computation Date*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Gross Proceeds*” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Certificates.

“*Investment*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Nonpurpose Investment*” means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

“*Rebate Amount*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Regulations*” means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Certificates has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which, if made or omitted, respectively, would cause interest on (1) any Certificate issued hereunder or (2) any series of bonds or obligations issued or incurred by the Board or the Texas Water Resources Finance Authority to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Certificates:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or

burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Certificates.

(f) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Certificate is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Certificates by the Purchaser and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of the Certificate Account or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the

Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Director of Administrative Services and City Secretary, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

(k) Qualified Tax Exempt Obligations. In accordance with the provisions of paragraph (3) of subsection (b) of Section 265 of the Code, the City hereby designates the Certificates to be "qualified tax exempt obligations" in that the Certificates are not "private activity bonds" as defined in the Code and the reasonably anticipated amount of "qualified tax exempt obligations" to be issued by the City (including all subordinate entities of the City) for the calendar year 2012 will not exceed \$10,000,000.

SECTION 24: Confirmation of Sale. The sale of the Certificates to the Texas Water Development Board (the "Purchasers" or the "Board") at the price of par, less an origination fee of 1.85% calculated pursuant to Board rules, which shall be paid via wire transfer at no expense to the Board, pursuant to a loan commitment received from the Purchasers is hereby confirmed. Delivery of said Certificates shall be made to said Purchasers as soon as may be after the adoption of this Ordinance, upon payment therefor in accordance with the terms of sale, which terms the City has determined and does determine to be in the City's best interests.

SECTION 25: Compliance with State Revolving Loan Fund Rules. In compliance with the State Revolving Loan Fund Permanent Rules of the Board, the City agrees and covenants:

(a) to keep and maintain full and complete records and accounts pertaining to the construction of the project financed with the proceeds of sale of the Certificates, including the construction fund account created below, in accordance with the standards set forth by the Government Accounting Standards Board;

(b) to create and establish at an official depository of the City a "Special 2012 City of Bedford Loan Construction Fund" (the "Construction Fund") for the receipt and disbursement of all proceeds from the sale of the Certificates and all other funds acquired by the City in connection with the planning and construction of the projects financed, in whole or in part, by the Board pursuant to a loan evidenced by the Certificates and all funds deposited to the credit of the Construction Fund shall be disbursed only for the payment of costs and expenses incurred in connection with the planning and building of such projects as approved by the Board and as otherwise allowed by the rules;

(c) upon completion of the construction of the projects financed, in whole or in part, by the loan evidenced by the Certificates, to 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, use such surplus Certificate proceeds for the following purposes, as approved by the Executive Administrator: (1) redeem the Certificates in inverse order of maturities, (2) deposit into the Certificate Fund or (3) eligible project costs as authorized by the Executive Administrator. 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;

(d) to maintain adequate insurance coverage customarily maintained by municipal corporations on the projects financed with the proceeds of the Certificates in amounts adequate to protect the Board's interest;

(e) maintain current, accurate and complete records and accounts necessary to demonstrate compliance with financial assistance related legal and contractual provisions;

(f) to implement any water conservation program required by the Board until all financial obligations to the State have been discharged;

(g) to comply with any special conditions specified by the Board's environmental determination until all financial obligations to the State have been discharged;

(h) to abide by the Board's rules and relevant state statutes, including the Texas Water Code, Chapters 15, 16 and 17;

(i) to annually review its water and sewer rates to ensure that such rates are sufficient to produce required revenues;

(j) to the extent permitted by law, the City agrees to indemnify, hold harmless and protect the Board 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;

(k) to furnish a copy of each annual audit to the Texas Water Development Board, Attention: Executive Administrator, not later than 120 days following the close of the Fiscal Year; and

(l) all laborers and mechanics employed by contractors and subcontractors for projects shall be paid wages at rates not less than those prevailing on projects of a similar character in the locality in accordance with the Davis-Bacon Act, and the U.S. Department of Labor's implementing regulations.

SECTION 26: Proceeds of Sale. Immediately following the delivery of the Certificates to the Purchasers, the proceeds of sale (less amounts to pay costs of issuance) shall be deposited in an account to be maintained at The Bank of New York Mellon Trust Company, N.A., Dallas Texas (the "Escrow Agent") and held in escrow pending written authorization to release said moneys. An "Escrow Agreement" by and between the City and the Escrow Agent providing for the deposit, safekeeping and administration of such funds pending their release from escrow is attached hereto as **Exhibit B** and incorporated herein by reference as a part of this Ordinance for all purposes, and such Escrow Agreement is hereby approved as to form and content. The Mayor and Mayor Pro Tem and City Secretary of the City are hereby authorized and directed to execute such Agreement for and on behalf of the City and as the act and deed of the City Council.

Upon the release of funds from such escrow account maintained pursuant to the "Escrow Agreement", the released amount shall be deposited to the credit of the Construction Fund. Pending expenditure for authorized projects and purposes, the amounts deposited to the credit of the Construction Fund may be invested in accordance with laws of the State and investment policies and guidelines of the City for such type funds, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the City Council. All surplus proceeds of sale of the Certificates, including investment earnings, remaining in the Construction Fund after completion of all authorized projects or purposes and after satisfying the requirements of Section 25 hereof shall be deposited to the credit of the Certificate Fund.

SECTION 27: Control and Custody of Certificates. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Certificates, and shall take and have charge and control of the Initial Certificate(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

SECTION 28: Notices to Holders - Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder as it appears in the Security Register.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 29: Cancellation. All Certificates surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Certificates held by the Paying Agent/Registrar shall be returned to the City.

SECTION 30: Bond Counsel's Opinion. The Purchasers' obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Fulbright & Jaworski L.L.P., Dallas, Texas, approving the Certificates as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Certificates. An executed counterpart of said opinion shall accompany the global certificates deposited with DTC.

SECTION 31: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving the Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 32: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, and this Ordinance and all its provisions is intended to be and shall be for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 33: Inconsistent Provisions. Except as provided in Section 19 hereof, all ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 34: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 35: Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 36: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 37: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 38: Continuing Disclosure Undertaking.

(a) *Definitions*. As used in this Section, the following terms have the meanings ascribed to such terms below:

“*MSRB*” means the Municipal Securities Rulemaking Board.

“*Rule*” means SEC Rule 15c2-12, as amended from time to time.

“*SEC*” means the United States Securities and Exchange Commission.

(b) *Annual Reports*. The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year, beginning in or after 2012, financial information and operating data with respect to the City of the general type described in **Exhibit C** hereto, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements so provided shall be prepared in accordance with the accounting principles described in **Exhibit C** hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and 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 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.

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 reference to any document available to the public on the MSRB’s Internet Web site or filed with the SEC.

(c) *Notice of Certain Events.* The City shall provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

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 Certificates, or other material events affecting the tax status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of 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 trustee or the change of name of a trustee, if material.

For these purposes, any event described in the immediately preceding subsection (c)12 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 United States 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.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) *Filings with the MSRB.* All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) *Limitations, Disclaimers, and Amendments.* The City shall be obligated to observe and perform the covenants specified in this Section while, but only while, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) hereof of any Certificate calls and defeasance that cause the City to be no longer such an “obligated person.”

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Certificates, and nothing in this Section, 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 Section 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 Section 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 Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER 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 SECTION, 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 Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting 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 Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates 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 (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding

Certificates consent to such amendment or (b) a 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 Holders and beneficial owners of the Certificates. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) hereof an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 39: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Director of Administrative Services and City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance, sale and delivery of the Certificates. In addition, prior to the delivery of the Certificates, the Mayor, Mayor Pro Tem, City Manager, Director of Administrative Services and City Secretary or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect, or omission in this Ordinance or such other document, or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Certificates by the Attorney General. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 40: Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 41: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by V.T.C.A., Government Code, Chapter 551, as amended.

SECTION 42: Effective Date. This Ordinance shall take effect and be in full force immediately from and after its adoption on the date hereof in accordance with the provisions of V.T.C.A., Government Code, Section 1201.028, as amended.

PASSED AND ADOPTED, this September 11, 2012.

CITY OF BEDFORD, TEXAS

Mayor

ATTEST:

City Secretary

(City Seal)

EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of September 11, 2012 (this "Agreement"), by and between the City of Bedford, Texas (the "Issuer"), and The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, a banking association duly organized and existing under the laws of the United States of America and authorized to do business in the State of Texas (the "Bank").

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of Bedford, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2012", dated September 15, 2012 (the "Securities"), such Securities scheduled to be delivered to the initial purchasers thereof on or about October 16, 2012; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities; and

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE

APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 Appointment.

The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Bond Resolution" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the "Bond Resolution".

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02 Compensation.

As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Annex A attached hereto.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO DEFINITIONS

Section 2.01 Definitions.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

“Acceleration Date” on any Security means the date on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

“Bank Office” located means the office of the Bank at the address appearing on the execution page hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

“Bond Resolution” means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, certified by the Secretary or any other officer of the Issuer and delivered to the Bank.

“Financial Advisor” means First Southwest Company.

“Holder” and “Security Holder” each means the Person in whose name a Security is registered in the Security Register.

“Issuer Request” and “Issuer Order” means a written request or order signed in the name of the Issuer by the Mayor, Mayor Pro Tem, City Administrator or City Secretary, any one or more of said officials, and delivered to the Bank.

“Legal Holiday” means a day on which the Bank is required or authorized to be closed.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Bond Resolution).

“Redemption Date”, when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of the Bond Resolution.

“Responsible Officer”, when used with respect to the Bank, means the Chairman or Vice Chairman of the Board of Directors, the Chairman or Vice Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Security Register” means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

“Stated Maturity” means the date specified in the Bond Resolution the principal of a Security is scheduled to be due and payable.

Section 2.02 Other Definitions.

The terms “Bank,” “Issuer,” and “Securities (Security)” have the meanings assigned to them in the recital paragraphs of this Agreement.

The term “Paying Agent/Registrar” refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE
PAYING AGENT

Section 3.01 Duties of Paying Agent.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date, or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following addresses:

First Class/
Registered/Certified

Express Delivery Only

By Hand Only

The Bank of New York
Mellon Trust Company, N.A.
Global Corporate Trust
P. O. Box 2320
Dallas, Texas 75221-2320

The Bank of New York Mellon
Trust Company, N.A.
Global Corporate Trust
2001 Bryan Street, 9th Floor
Dallas, Texas 75201

The Bank of New York Mellon
Trust Company, N.A.
Global Corporate Trust
Corporate Trust Window
101 Barclay Street, 1st Floor East
New York, New York 10286

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date, or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the Bank Office.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in the Bond Resolution). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the fiduciary account provided in Section 5.05 hereof, sent by United States mail, first class, postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

Section 3.02 Payment Dates.

The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities at the dates specified in the Bond Resolution.

ARTICLE FOUR
REGISTRAR

Section 4.01 Security Register -Transfers and Exchanges.

The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register") for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacement of Securities shall be noted in the Security Register. The Bank represents and warrants its office in Dallas, Texas will at all times have immediate access to the Security Register by electronic or other means and will be capable at all times of producing a hard copy of the Security Register at its Dallas office for use by the Issuer.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the National Association of Securities Dealers, or other form satisfactory to the Bank, duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof

will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02 Securities.

The Issuer shall provide an adequate inventory of printed Securities to facilitate transfers or exchanges thereof to the Bank if such issue becomes ineligible for book entry. The Bank covenants that the inventory of printed Securities will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03 Form of Security Register.

The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04 List of Security Holders.

The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up to date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05 Return of Cancelled Certificates.

The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06 Mutilated, Destroyed, Lost or Stolen Securities.

The Issuer hereby instructs the Bank, subject to the applicable provisions of the Bond Resolution, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, or destroyed, lost or stolen, the Bank, in its discretion, may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such destroyed lost or stolen Security upon approval by the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, or destroyed, lost or stolen.

Section 4.07 Transaction Information to Issuer.

The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE
THE BANK

Section 5.01 Duties of Bank.

The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

The Bank is also authorized to transfer funds relating to the closing and initial delivery of the securities in the manner disclosed in the closing memorandum approved by the Issuer as prepared by the Issuer's financial advisor or other agent. The Bank may act on a facsimile transmission of the closing memorandum to be followed by an original of the closing memorandum signed by the financial advisor or the Issuer.

Section 5.02 Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, the Financial Advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Financial Advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.03 Recitals of Issuer.

The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04 May Hold Securities.

The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05 Moneys Held by Bank - Fiduciary Account/Collateralization.

A fiduciary account shall at all times be kept and maintained by the Bank for the receipt, safekeeping and disbursement of moneys received from the Issuer hereunder for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for fiduciary accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such fiduciary account shall be made by check drawn on such fiduciary account unless the owner of such Securities shall, at its own expense and risk, request such other medium of payment.

The Bank shall be under no liability for interest on any money received by it hereunder.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal, premium (if any), or interest on any Security and remaining unclaimed for three years after the final maturity of the Security has become due and payable will be paid by the Bank to the Issuer, and the Holder of such Security shall thereafter look only to the Issuer for payment thereof, and all liability of the Bank with respect to such moneys shall thereupon cease.

Section 5.06 Indemnification.

To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 Interpleader.

The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the State and County where the administrative offices of the Issuer are located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.08 DTC Services.

It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the current "Operational Arrangements" memorandum which establishes requirements for securities to be eligible for such type depository trust services, including, but

not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

ARTICLE SIX MISCELLANEOUS PROVISIONS

Section 6.01 Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02 Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 Notices.

Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the execution page hereof.

Section 6.04 Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.05 Successors and Assigns.

All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06 Severability.

In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07 Benefits of Agreement.

Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.08 Entire Agreement.

This Agreement and the Bond Resolution constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Bond Resolution, the Bond Resolution shall govern.

Section 6.09 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10 Termination.

This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.11 Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[Remainder of page intentionally left blank]

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

CITY OF BEDFORD, TEXAS

ATTEST:

Mayor

City Secretary

Address:
2000 Forest Ridge Drive
Bedford, Texas 76021

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., Dallas, Texas

By: _____

Title: _____

Address:
2001 Bryan Street, 11th Floor
Dallas, Texas 75201

ANNEX A
SCHEDULE OF BANK FEES

EXHIBIT B
ESCROW DEPOSIT AGREEMENT

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of September 11, 2012 (the or this "Agreement"), is made by and between the City of Bedford, Texas, a municipal corporation and political subdivision of the State of Texas in Tarrant County, Texas (the "City"), acting by and through the Mayor and City Secretary, and The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the "Escrow Agent"), a banking association organized and existing under the laws of the State of Texas (the "State"), or its successors or assigns.

WITNESSETH:

WHEREAS, pursuant to an ordinance (the "Ordinance") finally adopted on September 11, 2012, the City Council of the City authorized the issuance of \$630,000 "City of Bedford, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2012", dated September 15, 2012 (the "Certificates") to obtain financial assistance from the Texas Water Development Board (the "TWDB") for the purpose of funding water or wastewater system improvements (the "Project"); and

WHEREAS, the Escrow Agent is a bank located in the State of Texas that is an insured depository institution with the Federal Deposit Insurance Corporation ("FDIC") that has been designated a custodian by the Texas Office of the Comptroller pursuant to § 404.031(e) of the Texas Government Code, is otherwise qualified and empowered to enter into this Agreement, and hereby acknowledges its acceptance of the terms and provisions hereof; and

WHEREAS, a condition of the Certificates is the deposit of the proceeds of the Certificates (the "Proceeds") in escrow subject to being withdrawn only with the approval of the Executive Administrator of the TWDB or another designated representative; provided, however, the Proceeds can be transferred to different investments so long as all parties hereto consent to such transfer;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and in consideration of the amount to be paid by the City to the Escrow Agent, as set forth on Exhibit A, the receipt of which is hereby acknowledged, and in order to secure the delivery of the Certificates, the parties hereto mutually undertake, promise and agree for themselves, their respective representatives and successors, as follows:

SECTION 1: Escrow Account. Upon the delivery of the Certificates described above, the Proceeds identified under TWDB Commitment Number ____ shall be deposited to the credit of a special escrow account(s) or escrow subaccount(s) (the "Escrow Account(s)") maintained at the Escrow Agent on behalf of the City and the TWDB and shall not be commingled with any other accounts or with any other proceeds or funds. The Proceeds received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the City, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement.

The Escrow Account(s) shall be entitled "City of Bedford, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2012 Texas Water Development Board Commitment Number ____ Escrow Account" and shall not be subject to warrants, drafts or checks drawn by

the City but shall be disbursed or withdrawn to pay the costs of the Project for which the Certificates were issued or other purposes in accordance with the Ordinance and solely upon written authorization from the Executive Administrator, or his/her designated representative. The Escrow Agent shall provide to the City and to the Executive Administrator's staff of the TWDB the Escrow Account(s) bank statements upon request.

SECTION 2: Collateral. All cash deposited to the credit of such Escrow Account(s) and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of this Agreement shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Chapter 2257, Texas Government Code, as amended.

SECTION 3: Investments. While the Proceeds are held in escrow, the Escrow Agent shall only invest escrowed Proceeds in investments that are authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended. It is the City's responsibility to direct the Escrow Agent to invest all public funds in a manner that is consistent not only with the Public Funds Investment Act but also with its own written investment policy.

SECTION 4: Disbursements. The Escrow Agent shall not honor any disbursement from the Escrow Account(s), or any portion thereof, unless and until it has been supplied with written approval and consent by the Executive Administrator of the TWDB or another designated TWDB representative. However, no written approval and consent by the Executive Administrator shall be required if the disbursement involves transferring Proceeds from one investment to another within the Escrow Account(s) provided that all such investments are consistent with the requirements of the Public Funds Investment Act.

SECTION 5: Unexpended Funds. Any Proceeds remaining unexpended in the Escrow Account(s) after completion of the Project and after the final accounting has been submitted to and approved by the TWDB shall be disposed of pursuant to the provisions of the Ordinance. The City shall deliver a copy of such approval of the final accounting by the TWDB to the Escrow Agent together with instructions concerning the disbursement of unexpended Proceeds hereunder. The Escrow Agent shall have no obligation to ensure that such unexpended Proceeds are used as required by the provisions of the Ordinance, that being the sole obligation of the City.

SECTION 6: Certifications. The Escrow Agent shall be authorized to accept and rely upon the certifications and documents furnished to the Escrow Agent by the City and shall not be liable for the payment of any funds made in reliance in good faith upon such certifications or other documents or approvals, as herein recited.

SECTION 7: Liability of Escrow Agent. To the extent permitted by law, the Escrow Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact or law, except for its negligence or default or failure in the performance of any obligation imposed upon it hereunder. The Escrow Agent shall not be responsible in any manner for any proceedings in connection with the Certificates or any recitation contained in the Certificates.

SECTION 8: Records. The Escrow Agent will keep complete and correct books of record and account relating to the receipts, disbursements, allocations and application of the

money deposited to the Escrow Account, and investments of the Escrow Account and all proceeds thereof. The records shall be available for inspection and copying at reasonable hours and under reasonable conditions by the City and the TWDB.

SECTION 9: Merger/Consolidation. In the event that the Escrow Agent merges or consolidates with another bank or sells or transfers substantially all of its assets or corporate trust business, then the successor bank shall be the successor Escrow Agent without the necessity of further action as long as the successor bank is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Government Code Chapter 404, Subchapter D. The Escrow Agent must provide the TWDB with written notification within 30 days of acceptance of the merger, consolidation, or transfer. If the merger, consolidation or other transfer has occurred between state banks, the newly-created entity shall forward the certificate of merger or exchange issued by the Texas Department of Banking as well as the statement filed with the pertinent chartering authority, if applicable, to the TWDB within five business days following such merger, consolidation or exchange.

SECTION 10: Amendments. This Agreement may be amended from time to time as necessary with the written consent of the City and the TWDB, but no such amendments shall increase the liabilities or responsibilities or diminish the rights of the Escrow Agent without its consent.

SECTION 11: Termination. In the event that this Agreement is terminated by either the City or by the Escrow Agent, the Escrow Agent must report said termination in writing to the TWDB within five business days of such termination. The City is responsible for ensuring that the following criteria are satisfied in selecting the successor escrow agent and notifying the TWDB of the change in escrow agents: (a) the successor escrow agent must be an FDIC-insured state or national bank designated by the Texas Comptroller as a state depository; (b) the successor escrow agent must retained prior to or at the time of the termination; (c) an escrow agreement must be executed by and between the City and the successor escrow agent and must contain the same or substantially similar terms and conditions as are present in this Agreement; and (d) the City must forward a copy of the executed escrow agreement with the successor escrow agent within 5 business days of said termination. No funds shall be released by the TWDB until it has received, reviewed and approved the escrow agreement with the successor escrow agent. If the City has not appointed a successor escrow agent within thirty (30) days of the notice of termination, the Escrow Agent may petition any court of competent jurisdiction in Texas for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the City. Whether appointed by the City or a court, the successor escrow agent and escrow agreement must be approved by the TWDB for the appointment to be effective. The Escrow Agent is responsible for performance under this Agreement until a successor has been approved by the TWDB and has signed an acceptable escrow agreement.

SECTION 12: Expiration. This Agreement shall expire upon final transfer of the funds in the Escrow Account(s) to the City.

SECTION 13: Point of Contact. The points of contact for the Escrow Agent and the TWDB are as follows:

Caresse Tankersley,
Client Service Manager
The Bank of New York Mellon Trust
Company, N.A.
2001 Bryan Street, 11th Floor
Dallas, Texas 75201
Phone Number: (214) 468-6536
Fax Number: (214) 468-6322

Executive Administrator
Texas Water Development Board
1700 North Congress Avenue
Austin, Texas 78701

SECTION 14: Choice of Law. This Agreement shall be governed exclusively by the applicable laws of the State of Texas. Should a controversy arise, either party hereto may introduce the dispute into the Travis County District Court for adjudication thereof.

SECTION 15: Assignability. This Agreement shall not be assignable by the parties hereto, in whole or in part, and any attempted assignment shall be void and of no force and effect.

SECTION 16: Entire Agreement. This Agreement evidences the entire Escrow Agreement between the Escrow Agent and the City and supersedes any other agreements, whether oral or written, between the parties regarding the Proceeds or this Escrow Account(s). No modification or amendment of this Agreement shall be valid unless the same is in writing and is signed by the City and consented to by the Escrow Agent and the TWDB.

SECTION 17: Validity of Provisions. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 18: COMPENSATION FOR ESCROW SERVICES. The Escrow Agent shall be entitled to compensation for its services as stated in the fee schedule agreed to by the Escrow Agent and the City from time to time, which compensation shall be paid by the City but may not be paid directly from the Escrow Account(s).

SECTION 19: Other Provisions. In the event the Escrow Agent becomes involved in litigation in connection with this Section, the Issuer, to the extent permitted by law, agrees to indemnify and save the Escrow Agent harmless from all loss, cost, damages, expenses, and attorney fees suffered or incurred by the Escrow Agent as a result. The obligations of the Escrow Agent under this Agreement shall be performable at the principal corporate office of the Escrow Agent in the City of Dallas, Texas.

The Escrow Agent may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents or receivers, and shall be entitled to advice of counsel concerning all matters of trusts hereof and duties hereunder.

The Escrow Agent may consult with counsel, and the advice of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Escrow Agent hereunder in good faith and in reliance thereon.

The Escrow Agent shall be protected in acting and relying upon any notice, order, requisition, request, consent, certificate, order, opinion, affidavit, letter, telegram or other paper or document in good faith deemed by it to be genuine and correct and to have been signed or sent by the proper person or persons.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and attested as of the date first above written.

CITY OF BEDFORD, TEXAS

By: _____
Mayor

ATTEST:

City Secretary

(City Seal)

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,
Dallas, Texas

By: _____
Title: _____

ATTEST:

By: _____
Title: _____

EXHIBIT A
BANK FEES

EXHIBIT C

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 38 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified below:

1. The annual financial statements of the City for the most recently concluded fiscal year.

Accounting Principles

The accounting principles referred to in such Section are the generally accepted accounting principles as applicable to governmental units as prescribed by the Governmental Accounting Standards Board.

Final

\$630,000

City of Bedford, Texas

Comb Tax & Revenue Certificates of Obligation, Series 2012

[CWSRF Tier III Loan]

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
10/16/2012	-	-	-	-	-
02/01/2013	30,000.00	-	1,234.63	31,234.63	-
08/01/2013	-	-	2,116.50	2,116.50	-
09/30/2013	-	-	-	-	33,351.13
02/01/2014	30,000.00	-	2,116.50	32,116.50	-
08/01/2014	-	-	2,116.50	2,116.50	-
09/30/2014	-	-	-	-	34,233.00
02/01/2015	30,000.00	-	2,116.50	32,116.50	-
08/01/2015	-	-	2,116.50	2,116.50	-
09/30/2015	-	-	-	-	34,233.00
02/01/2016	30,000.00	-	2,116.50	32,116.50	-
08/01/2016	-	-	2,116.50	2,116.50	-
09/30/2016	-	-	-	-	34,233.00
02/01/2017	30,000.00	-	2,116.50	32,116.50	-
08/01/2017	-	-	2,116.50	2,116.50	-
09/30/2017	-	-	-	-	34,233.00
02/01/2018	30,000.00	-	2,116.50	32,116.50	-
08/01/2018	-	-	2,116.50	2,116.50	-
09/30/2018	-	-	-	-	34,233.00
02/01/2019	30,000.00	0.090%	2,116.50	32,116.50	-
08/01/2019	-	-	2,103.00	2,103.00	-
09/30/2019	-	-	-	-	34,219.50
02/01/2020	30,000.00	0.340%	2,103.00	32,103.00	-
08/01/2020	-	-	2,052.00	2,052.00	-
09/30/2020	-	-	-	-	34,155.00
02/01/2021	30,000.00	0.550%	2,052.00	32,052.00	-
08/01/2021	-	-	1,969.50	1,969.50	-
09/30/2021	-	-	-	-	34,021.50
02/01/2022	30,000.00	0.680%	1,969.50	31,969.50	-
08/01/2022	-	-	1,867.50	1,867.50	-
09/30/2022	-	-	-	-	33,837.00
02/01/2023	30,000.00	0.810%	1,867.50	31,867.50	-
08/01/2023	-	-	1,746.00	1,746.00	-
09/30/2023	-	-	-	-	33,613.50
02/01/2024	30,000.00	0.890%	1,746.00	31,746.00	-
08/01/2024	-	-	1,612.50	1,612.50	-
09/30/2024	-	-	-	-	33,358.50
02/01/2025	30,000.00	0.970%	1,612.50	31,612.50	-
08/01/2025	-	-	1,467.00	1,467.00	-
09/30/2025	-	-	-	-	33,079.50
02/01/2026	30,000.00	1.030%	1,467.00	31,467.00	-
08/01/2026	-	-	1,312.50	1,312.50	-
09/30/2026	-	-	-	-	32,779.50

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Final

\$630,000

City of Bedford, Texas

Comb Tax & Revenue Certificates of Obligation, Series 2012

[CWSRF Tier III Loan]

Debt Service Schedule

Part 2 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/01/2027	35,000.00	1.100%	1,312.50	36,312.50	-
08/01/2027	-	-	1,120.00	1,120.00	-
09/30/2027	-	-	-	-	37,432.50
02/01/2028	35,000.00	1.160%	1,120.00	36,120.00	-
08/01/2028	-	-	917.00	917.00	-
09/30/2028	-	-	-	-	37,037.00
02/01/2029	35,000.00	1.220%	917.00	35,917.00	-
08/01/2029	-	-	703.50	703.50	-
09/30/2029	-	-	-	-	36,620.50
02/01/2030	35,000.00	1.280%	703.50	35,703.50	-
08/01/2030	-	-	479.50	479.50	-
09/30/2030	-	-	-	-	36,183.00
02/01/2031	35,000.00	1.340%	479.50	35,479.50	-
08/01/2031	-	-	245.00	245.00	-
09/30/2031	-	-	-	-	35,724.50
02/01/2032	35,000.00	1.400%	245.00	35,245.00	-
09/30/2032	-	-	-	-	35,245.00
Total	\$630,000.00	-	\$61,822.63	\$691,822.63	-

Yield Statistics

Bond Year Dollars	\$6,378.75
Average Life	10.125 Years
Average Coupon	0.9691966%
Net Interest Cost (NIC)	1.1519127%
True Interest Cost (TIC)	1.1562543%
Bond Yield for Arbitrage Purposes	0.9602788%
All Inclusive Cost (AIC)	1.6293987%

IRS Form 8038

Net Interest Cost	0.9691966%
Weighted Average Maturity	10.125 Years

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P.O. Box 13231, 1700 N. Congress Ave.
Austin, TX 78711-3231, www.twdb.state.tx.us
Phone (512) 463-7847, Fax (512) 475-2053

October 24, 2011

Beverly Queen-Griffith
City of Bedford
2000 Forest Ridge
Bedford, TX 76021

Re: City of Bedford Project No. 73619
Texas Water Development Board Loan Closing Requirements
Clean Water State Revolving Fund

Dear Ms. Griffith:

The Texas Water Development Board (TWDB) would like to thank the **City of Bedford** (City) for utilizing the TWDB's financial assistance programs. On October 20, 2011, TWDB approved the City's financial assistance request of \$630,000 from the Clean Water State Revolving Fund.

The loan will be evidenced by the TWDB's purchase of \$630,000 Texas Combination Tax and Revenue Certificates of Obligation, Proposed 2012. The loan commitment is due to expire on October 31, 2012. **Rates used in the TWDB approval for this commitment are for illustrative purposes only.** A signed copy of the TWDB resolution and the News Release are enclosed. All correspondence regarding this project will need to include the project number listed above.

The closing of the loan commitment and release of funds requires that the City's governing body adopt a bond resolution, receive approval of the resolution from the Attorney General (AG), and provide those documents necessary to satisfy all specific conditions as stated in the TWDB's commitment resolution.

The closing process is initiated 30 days prior to the City's adoption of the bond resolution. The City must provide the TWDB two copies of the following documents for review:

- Proposed calendar for the closing of the loan
- Draft copy of bond ordinance authorizing the bonds
- Bond counsel's legal opinion
- No Litigation Certificate
- No Arbitrage Certificate
- Draft Escrow Agreement
- Paying Agent Agreement

Our Mission : To provide leadership, planning, financial assistance, information, and education for the conservation and responsible development of water for Texas	Board Members : Edward G. Vaughan, Chairman Joe M. Crutcher, Vice Chairman Melanie Callahan, Interim Executive Administrator	Thomas Weir Labatt III, Member Lewis H. McMahan, Member	Billy R. Bradford Jr., Member Monte Cluck, Member
--	---	--	--

TWDB staff will review all documents during the 30-day review period and provide comments as necessary to comply with TWDB requirements.

After all documentation is reviewed and considered complete, the City can proceed with adopting the ordinance. It customarily takes an additional 30 days after adoption of the ordinance to receive AG approval, registration and preparation for closing. According to the application materials, the City is anticipating closing the loan on February 15, 2012. This would require submittal of the initial documents for review 60 days prior to date of the projected loan closing.

Five business days prior to the date of adoption of the ordinance, TWDB staff will provide the interest rates to be included in the adopted bond resolution to the City's bond counsel and financial advisor. The interest rates provided remain in effect for 45 days after adoption. After adoption, the City's bond counsel shall submit the resolution to the AG for approval and a certified copy to the TWDB.

Prior to setting a closing date the following must be received:

- Executed Bond Ordinance
- Attorney General Opinion
- Vendor ID
- Private Placement Memorandum
- Completed and Approved outlay
- Sufficiency of funds

A sufficiency of funds statement, in final form, is required prior to the closing of the loan. The sufficiency of funds statement is a letter from the City to TWDB stating that there are sufficient funds to construct the project and requests the loan be closed with specific information regarding funds requested to be released. When all of the above requirements have been satisfied, including all conditions of TWDB's commitment resolution, and a copy of the AG approving opinion, a loan closing date will be scheduled. Please forward all closing documents to, and coordinate the closing schedule with TWDB's financial analyst listed below.

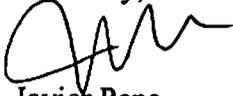
The team that will be managing the City project consists of the following TWDB staff:

Larry Zamzow, Engineer Reviewer, 512/463-8507
Javier Pena, Financial Analyst, 512/463-8361
Clay Schultz, Environmental Reviewer, 512/475-2060
Jessica Kohlrenken, Attorney, 512/463-2569

Ms. Griffith
October 24, 2011
Page 3

TWDB looks forward to working with the City to help make this a successful project. If you have any questions or desire additional information, please feel free to contact the above mentioned members of the team or myself at 512/463-8361 or javier.pena@twdb.state.tx.us.

Sincerely,



Javier Pena
Financial Analyst

JP/tb
Enclosure

cc via email: Nick Bulaich, First Southwest Company
Robert Dransfield, Fulbright & Jaworski, LLP
Wayne K. Hunter, P.E., Espey Consultants, Inc.
John Kubala, P.E., City of Bedford



Council Agenda Background

PRESENTER: Clifford Blackwell, C.G.F.O.
Director of Administrative Services

DATE: 09/11/12

Council Mission Area: Be responsive to the needs of the community.

ITEM:

Consider all matters incident and related to the issuance and sale of “City of Bedford, Texas Combination Tax and Revenue Certificates of Obligation, Series 2012A”, including the adoption of an ordinance authorizing the issuance of such certificates of obligation. The proceeds from these certificates will be used for improving and extending the City’s combined Waterworks and Sewer System, including the acquisition of land and rights-of-way therefor and professional services rendered in relation to such projects and the financing thereof.

City Attorney Review: No

City Manager Review: _____

DISCUSSION:

On July 10, 2012, staff presented to the City Council a proposed CIP plan for next year that included the following water and sewer projects and cost estimates:

WATER

- Simpson Terrace Elevated Tank Well (remaining) \$1,600,000
- Northwest Pressure Plan improvements (construction) \$2,100,000
- Water Mains in Shady Brook Addition (replacement) \$ 200,000

SEWER

- Sulphur Branch Drainage area sewer main replacement \$ 300,000
- Remaining portion of the TWDB sewer project \$ 70,000

Water and Sewer Project Total \$4,270,000

In addition, on July 24, 2012, City Council authorized staff to publish a “Notice of Intention” to issue City of Bedford, Texas Series 2012A Certificates of Obligation. Therefore, the publication was advertised on Saturday, July 28, 2012 and the following Saturday, August 4, 2012 in accordance with Section 271.049 of the Local Government Code.

Following the second publication, City Council met with staff during a Budget Work Session, held on August 10, 2012, to provide direction on the capital projects listed above. As a result, staff proceeded to meet with its financial advisor, its bond counsel, and a bond rating agency to prepare for a sale of Combination Tax and Revenue Certificates of Obligation, Series 2012A in the amount of \$4,270,000.

This ordinance authorizes the issuance of approximately \$4,270,000 in certificates of obligation for the purpose of completing various water/sewer system infrastructure projects as previously discussed and approved by the City Council.

The net revenues derived from the City of Bedford’s Water/Sewer System will be the primary source for payment of the Combination Tax and Revenue Certificates of Obligation, Series 2012A.

Note The ordinance and paying agent/registrar agreement attached to this item are in draft form. Final numbers will be incorporated into the documents upon execution.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance an all matters incident and related to the issuance and sale of \$4,270,000 “City of Bedford, Texas Combination Tax and Revenue Certificates of Obligation, Series 2012A”, dated September 11, 2012

FISCAL IMPACT:

Amount of issue: \$4,270,000

ATTACHMENTS:

Draft ordinance

ORDINANCE NO. _____

AN ORDINANCE authorizing the issuance of “CITY OF BEDFORD, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2012A”; specifying the terms and features of said certificates; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the City and a limited pledge of the net revenues from the operation of the City’s Waterworks and Sewer System; and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of said Certificates, including the approval and execution of a Paying Agent/Registrar Agreement and the approval and distribution of a Preliminary Official Statement and an Official Statement; and providing an effective date.

WHEREAS, notice of the City Council’s intention to issue certificates of obligation in the maximum principal amount of \$4,270,000 for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: improving and extending the City’s combined Waterworks and Sewer System, including the acquisition of land and rights-of-way therefor and (ii) professional services rendered in relation to such projects and the financing thereof, has been duly published in the *Fort Worth Star Telegram*, a newspaper hereby found and determined to be of general circulation in the City of Bedford, Texas, on _____, 2012 and _____, 2012, the date the first publication of such notice being not less than thirty-one (31) days prior to the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates; and

WHEREAS, no petition protesting the issuance of the certificates of obligation and bearing valid petition signatures of at least 5% of the qualified electors of the City, has been presented to or filed with the Mayor, City Secretary or any other official of the City on or prior to the date of the passage of this Ordinance; and

WHEREAS, the Council hereby finds and determines that the certificates of obligation described in the aforesaid notice should be issued and sold at this time in the amount and manner as hereinafter provided; now, therefore,

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

SECTION 1: Authorization - Designation - Principal Amount - Purpose. Certificates of obligation of the City shall be and are hereby authorized to be issued in the aggregate principal amount of \$_____, to be designated and bear the title “CITY OF BEDFORD, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2012A” (hereinafter referred to as the “Certificates”), for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: improving and extending the City’s combined Waterworks and Sewer System, including the acquisition of land and rights-of-way therefor and (ii) professional services rendered in relation to such projects and the financing thereof, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Date. The Certificates are issuable in fully registered form only; shall be dated September 1, 2012 (the “Certificate Date”) and shall be in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity) and the Certificates shall become due and payable on February 1 in each of the years and in the principal amounts (the “Stated Maturities”) and bear interest at the per annum rates in accordance with the following schedule:

<u>Year of Stated Maturity</u>	<u>Principal Amount</u>	<u>Interest Rates</u>
2013		
2014		
2015		
2016		
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		

The Certificates shall bear interest on the unpaid principal amounts from the Certificate Date at the rates per annum shown above (calculated on the basis of a 360-day year of twelve 30-day months), and such interest shall be payable on February 1 and August 1 of each year, commencing February 1, 2013, until maturity or prior redemption.

SECTION 3: Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Certificates, due and payable by reason of maturity, redemption, or otherwise, shall be payable only to the registered owners or holders of the Certificates (hereinafter called the “Holders”) appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, to serve as Paying Agent/Registrar for the Certificates is hereby approved and confirmed. Books and records relating to the registration, payment, transfer and exchange of the Certificates (the “Security Register”) shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, as provided herein and in accordance with the terms and

provisions of a “Paying Agent/Registrar Agreement”, substantially in the form attached hereto as **Exhibit A**, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor and City Secretary are authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Certificates. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Certificates are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Certificates, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Certificates shall be payable at the Stated Maturities or upon the prior redemption thereof only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices initially in East Syracuse, New York; or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the “Designated Payment/Transfer Office”). Interest on the Certificates shall be paid to the Holders whose names appear in the Security Register at the close of business on the Record Date (the 15th day of the month next preceding each interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (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 (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption.

(a) Optional Redemption. The Certificates having Stated Maturities on and after February 1, 2023 shall be subject to redemption prior to maturity, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on February 1, 2022 or on any date thereafter at the redemption price of par plus accrued interest to the date of redemption.

At least forty-five (45) days prior to a redemption date for the Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of the decision to redeem Certificates, the principal amount of each Stated Maturity to be redeemed, and the date of redemption therefor. The decision of the City to exercise the right to redeem Certificates shall be entered in the minutes of the governing body of the City.

(b) Selection of Certificates for Redemption. If less than all Outstanding Certificates of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Certificates as representing the number of Certificates Outstanding which is obtained by dividing the principal amount of such Certificates by \$5,000 and shall select the Certificates to be redeemed within such Stated Maturity by lot.

(c) Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Certificates, a notice of redemption shall be sent by United States Mail, first class postage prepaid, in the name of the City and at the City's expense, to each Holder of a Certificate to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Certificates, (ii) identify the Certificates to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Certificates, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, provided moneys sufficient for the payment of such Certificate (or the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar and (v) specify that payment of the redemption price for the Certificates, or the principal amount thereof to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender of the Certificates. If a Certificate is subject by its terms to prior redemption and has been called for redemption and notice of redemption has been duly given as hereinabove provided, such Certificate (or the principal amount thereof to be redeemed) shall become due and payable and interest thereon shall cease to accrue from and after the redemption date therefor.

(d) Conditional Notice of Redemption. With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

SECTION 5: Registration - Transfer - Exchange of Certificates - Predecessor Certificates. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every owner of the Certificates issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Certificate may be transferred or exchanged for Certificates of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar at the Designated Payment/Transfer Office for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Certificate (other than the Initial Certificate(s) referenced in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holder, Certificates (other than the Initial Certificate(s) referenced in Section 8 hereof) may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificates surrendered for exchange, upon surrender of the Certificates to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Certificates are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Certificates to the Holder requesting the exchange.

All Certificates issued in any transfer or exchange of Certificates shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States Mail, first class, postage prepaid to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Certificates surrendered in such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Certificates," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Certificates" shall include any mutilated, lost, destroyed, or stolen Certificate for which a replacement Certificate has been issued, registered and delivered in lieu thereof pursuant to the provisions of Section 20 hereof and such new replacement Certificate shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

Neither the City nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Certificate called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Certificate; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Certificate called for redemption in part.

SECTION 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 3, 4 and 5 hereof relating to the payment, and transfer/exchange of the Certificates, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company ("DTC"), a limited purpose trust company organized under the laws of the State of New York, in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations by and between the City and DTC (the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Certificates shall be deposited with DTC who shall hold said Certificates for its participants (the "DTC Participants"). While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Certificate (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City decides to discontinue use of the system of book-entry transfers through DTC, the City covenants and agrees with the Holders of the Certificates to cause Certificates to be printed in definitive form and issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions of Sections 3, 4 and 5 hereof.

SECTION 7: Execution - Registration. The Certificates shall be executed on behalf of the City by the Mayor under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signatures of said officers on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the Certificate Date shall be deemed to be duly executed on behalf of the City, notwithstanding that one or more of the individuals executing the same shall cease to be such officer at the time of delivery of the Certificates to the initial purchaser(s) and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially in the form provided in Section 9(c), manually executed by the Comptroller of Public Accounts of the State of Texas, or his duly authorized agent, or a certificate of registration substantially in the form provided in Section 9(d), manually executed

by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified, registered and delivered.

SECTION 8: Initial Certificate(s). The Certificates herein authorized shall be initially issued either (i) as a single fully registered certificate in the total principal amount stated in Section 1 with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1, or (ii) as multiple fully registered certificates, being one certificate for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Certificate(s)") and, in either case, the Initial Certificate(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Certificate(s) shall be the Certificate(s) submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Certificate(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Certificate(s) delivered hereunder and exchange therefor definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms.

(a) Forms Generally. The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Certificates, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and 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 insurance legends in the event the Certificates, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Certificates as evidenced by their execution. Any portion of the text of any Certificates may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the certificate.

The definitive Certificates and the Initial Certificate(s) shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Certificates as evidenced by their execution.

(b) Form of Definitive Certificates.

REGISTERED
NO. ___

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF BEDFORD, TEXAS,
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION,
SERIES 2012A

Certificate Date: September 1, 2012 Interest Rate: _____% Stated Maturity: February 1, 20__ CUSIP No.: _____

Registered Owner:

Principal Amount: _____ DOLLARS

The City of Bedford (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Tarrant, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is prior to the initial interest payment date in which case it shall bear interest from the Certificate Date) 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 being payable on February 1 and August 1 in each year, commencing February 1, 2013, until maturity or prior redemption. Principal of this Certificate is payable at its Stated Maturity or upon its prior redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest is payable to the registered owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the 15th day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register 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 Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of 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 when banking institutions are 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. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the registered owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$ _____ (herein referred to as the "Certificates") for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: improving and extending the City's combined Waterworks and Sewer System, including the acquisition of land and rights-of-way therefor and (ii) professional services rendered in relation to such projects and the financing thereof, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

The Certificates maturing on and after February 1, 2023, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on February 1, 2022, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the City shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of each Certificate to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Certificate (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon the redemption date such Certificate (or the portion of its principal sum to be redeemed) shall become due and payable, and, if moneys for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable from and after the redemption date on the principal amount redeemed.

In the event a portion of the principal amount of this Certificate is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of this Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If this Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer this Certificate to an assignee of the registered owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Certificate redeemed in part.

With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City and from a limited pledge of the Net Revenues (as defined in the Ordinance) of the City's combined Waterworks and Sewer System (the "System"), such pledge of the Net Revenues for the payment of the Certificates being limited to an amount of \$1,000 and being junior and subordinate to the lien on and pledge of the Net Revenues securing the payment of Prior Lien Obligations hereafter issued by the City. In the Ordinance, the City reserves and retains the right to issue Prior Lien Obligations while the Certificates are outstanding without limitation as to principal amount but subject to any terms, conditions or restrictions as may be applicable thereto under law or otherwise, as well as the right to issue additional obligations payable from the same sources as the Certificates and, together with the Certificates, equally and ratably secured by a parity lien on and pledge of the Net Revenues of the System.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all the provisions of which the owner or holder of this Certificate by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificates; the nature and extent of the limited pledge of the Net Revenues securing the payment of the Certificates; the terms and conditions relating to the transfer or exchange of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the pledge of the Net Revenues and covenants made in the Ordinance may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding thereunder; and for the other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal hereof at its Stated Maturity or upon its prior redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (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 (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Certificates do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Certificates as aforesated. In case any provision in this Certificate shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Certificate to be duly executed under the official seal of the City as of the Certificate Date.

CITY OF BEDFORD, TEXAS

Mayor

COUNTERSIGNED:

City Secretary

(City Seal)

(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Certificate(s) only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER)
OF PUBLIC ACCOUNTS) REGISTER NO. _____
THE STATE OF TEXAS)

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

(d) Form of Certificate of Paying Agent/Registrar to appear on Definitive Certificates only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued and registered under the provisions of the within mentioned Ordinance; the certificate or certificates of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated offices of the Paying Agent/Registrar located in East Syracuse, New York, is the "Designated Payment/Transfer Office" for this Certificate.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., Dallas, Texas,
as Paying Agent/Registrar

Registration Date:

By: _____
Authorized Signature

(e) 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 thereunder, and hereby irrevocably constitutes and appoints _____

attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature guaranteed:

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.

(f) The Initial Certificate(s) shall be in the form set forth in paragraph (b) of this Section, except that the form of a single fully registered Initial Certificate shall be modified as follows:

REGISTERED
NO. T-1

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF BEDFORD, TEXAS,
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION,
SERIES 2012A

Certificate Date: September 1, 2012

Registered Owner:

Principal Amount: _____ DOLLARS

The City of Bedford (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Tarrant, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on February 1 in each of the years and in principal installments in accordance with the following schedule:

YEAR	PRINCIPAL INSTALLMENTS	INTEREST RATE
_____	_____	_____

(Information to be inserted from schedule in Section 2 hereof)

(or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amounts hereof from the Certificate Date at the per annum rate(s) of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 1 and August 1 of each year, commencing February 1, 2013, until maturity or prior redemption. Principal installments of this Certificate are payable at its Stated Maturity or on a redemption date to the registered owner hereof by The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices, initially in East Syracuse, New York; or, with respect to a successor paying agent/registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Certificate whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the 15th day of the month next preceding each interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register 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 Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of 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 when banking institutions are 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. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

SECTION 10: Definitions. For purposes of this Ordinance and for clarity with respect to the issuance of the Certificates herein authorized, and the levy of taxes and appropriation of Net Revenues therefor, the following words or terms, whenever the same appears herein without qualifying language, are defined to mean as follows:

- (a) The term "Certificates" shall mean the \$_____ "City of Bedford, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2012A" authorized by this Ordinance.
- (b) The term "Certificate Fund" shall mean the special Fund created and established under the provisions of Section 11 of this Ordinance.
- (c) The term "Collection Date" shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the City become delinquent.
- (d) The term "Debt Service Requirement" shall mean, as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the City as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such

obligations; assuming, in the case of obligations without a fixed numerical rate, that such obligations bear interest at the maximum rate permitted by the terms thereof and further assuming in the case of obligations required to be redeemed or prepaid as to principal prior to Stated Maturity, the principal amounts thereof will be redeemed prior to Stated Maturity in accordance with the mandatory redemption provisions applicable thereto.

- (e) The term “Fiscal Year” shall mean the twelve month accounting period used by the City in connection with the operation of the System which may be any twelve consecutive month period established by the City.
- (f) The term “Government Securities” shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other authorized securities or obligations that may be used to defease obligations such as the Certificates under the applicable laws of the State of Texas.
- (g) The term “Gross Revenues” for any period shall mean all income, receipts and revenues of every nature derived or received from the operation and ownership (excluding refundable meter deposits, restricted gifts and grants in aid of construction) of the System, including earnings and income derived from the investment or deposit of moneys in any special funds or accounts created and established for the payment and security of the Prior Lien Obligations and other obligations payable solely from and secured only by a lien on and pledge of the Net Revenues of the System.
- (h) The term “Maintenance and Operating Expenses” shall mean all current expenses of operating and maintaining the System as authorized by the provisions of Texas Government Code, Chapter 1502, as amended, including but not limited to, all salaries, labor, materials, repairs and extensions necessary to render efficient service; provided, however, that only such repairs and extensions, as in the judgment of the City Council, reasonably and fairly exercised, are necessary to maintain the operations and 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 obligations payable from Net Revenues shall be deducted in determining Net Revenues. Depreciation charges shall not be

considered Maintenance and Operating Expenses. Maintenance and Operating Expenses shall include payments under contracts for the purchase of water supply, treatment of sewage or other materials, goods or services for the System to the extent authorized by law and the provisions of such contract.

- (i) The term “Net Revenues” for any period shall mean the Gross Revenues of the System, with respect to any period, after deducting the System’s Maintenance and Operating Expenses during such period.
- (j) The term “Outstanding” when used in this Ordinance with respect to Certificates means, as of the date of determination, all Certificates theretofore issued and delivered under this Ordinance, except:
 - (1) those Certificates cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;
 - (2) those Certificates for which payment has been duly provided by the City in accordance with the provisions of Section 21 hereof; and
 - (3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 20 hereof.
- (k) The term “Prior Lien Obligations” shall mean (i) all revenue bonds or other obligations hereafter issued that are payable solely from and secured only by a lien on and pledge of the Net Revenues of the System and (ii) all obligations now outstanding and hereafter issued which by the terms of this Ordinance and the ordinances authorizing their issuance have a prior right and claim on the Net Revenues of the System to the claim and right securing the payment of the Certificates.
- (l) The term “System” shall mean all properties, facilities and plants currently owned, operated and maintained by the City for the supply, treatment and transmission of treated potable water, and for the collection and treatment of waste water, together with all future extensions, improvements, replacements and additions thereto.

SECTION 11: Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Certificates, there shall be and is hereby created a special account or fund on the books and records of the City known as the “SPECIAL SERIES 2012A TAX AND REVENUE CERTIFICATE OF OBLIGATION FUND”, and all moneys deposited to the credit of such Fund shall be kept and maintained in a special banking account at the City’s depository bank. The Mayor, Mayor Pro Tem, City Manager, Director of Administrative Services, and City Secretary of the City, individually or jointly, are hereby authorized and directed to make withdrawals from said Fund sufficient to pay

the principal of and interest on the Certificates as the same become due and payable, and shall cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Certificates.

Pending the transfer of funds to the Paying Agent/Registrar, money in the Certificate Fund may, at the option of the City, be invested in obligations identified in, and in accordance with the provisions of the "Public Funds Investment Act" (Texas Government Code, Chapter 2256, as amended); provided that all such investments shall be made in such a manner that the money required to be expended from said Fund will be available at the proper time or times. All interest and income derived from deposits and investments in said Certificate Fund shall be credited to, and any losses debited to, the said Certificate Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

SECTION 12: Tax Levy. To provide for the payment of the "Debt Service Requirements" on the Certificates being (i) the interest on said Certificates and (ii) a sinking fund for their payment at maturity or redemption or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied a sufficient tax on each one hundred dollars' valuation of taxable property in said City, within the limitations prescribed by law, adequate to pay such Debt Service Requirements while the Certificates remain Outstanding, full allowance being made for delinquencies and costs of collection; and said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund. The City Council hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(a) Prior to the date the City Council establishes the annual tax rate and passes an ordinance levying ad valorem taxes each year, the Council shall determine:

- (1) The amount on deposit in the Certificate Fund after
(a) deducting therefrom the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and
(b) adding thereto the amount of the Net Revenues of the System, together with any other lawfully available revenues of the City, appropriated and allocated to pay such Debt Service Requirements prior to the Collection Date for the ad valorem taxes to be levied.

- (2) The amount of Net Revenues of the System, together with any other lawfully available revenues of the City, appropriated and to be set aside for the payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.
- (3) The amount of Debt Service Requirements to become due and payable on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(b) The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (3) above less the sum total of the amounts established in paragraphs (1) and (2), after taking into consideration delinquencies and costs of collecting such annual taxes.

(c) The City has sufficient current funds available to pay the principal and interest payment to become due on the Certificates on February 1, 2013, and there will be deposited in the Certificate Fund (created for the payment of the Certificates) such amount of current funds which will be sufficient to pay the amounts to become due on the Certificates on February 1, 2013.

SECTION 13: Limited Pledge of Net Revenues. The City hereby covenants and agrees that, subject to the prior lien on and pledge of the Net Revenues of the System to the payment and security of Prior Lien Obligations, the Net Revenues of the System in an amount not to exceed \$1,000 are hereby irrevocably pledged, equally and ratably, to the payment of the principal of and interest on the Certificates, and the limited pledge of \$1,000 of the Net Revenues of the System herein made for the payment of the Certificates shall constitute a lien on the Net Revenues of the System until such time as the City shall pay all of such \$1,000, after which time the pledge shall cease, all in accordance with the terms and provisions hereof and be valid and binding and fully perfected from and after the date of adoption of this Ordinance without physical delivery or transfer or transfer of control of the Net Revenues, the filing of this Ordinance or any other act; all as provided in Chapter 1208 of the Texas Government Code, as amended ("Chapter 1208").

Chapter 1208 applies to the issuance of the Certificates and the pledge of the Net Revenues of the System granted by the City under this Section 13, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are Outstanding such that the pledge of the Net Revenues of the System granted by the City under this Section 13 is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, as amended, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable

provisions of Chapter 9, Business & Commerce Code, as amended, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 14: System Fund. The City covenants and agrees that all Gross Revenues (excluding earnings from the investment of money held in any special funds or accounts created for the payment and security of the Prior Lien Obligations) shall be deposited as collected into a fund maintained at an official depository of the City and known on the books of the City as the “City of Bedford Waterworks and Sanitary Sewer System Fund” (hereinafter called the “System Fund”). All moneys deposited to the credit of the System Fund shall be allocated, dedicated and disbursed to the extent required for the following purposes and in the order of priority shown, to wit:

First: To the payment of all necessary and reasonable Maintenance and Operating Expenses of the System as defined herein or required by statute to be a first charge on and claim against the Gross Revenues thereof.

Second: To the payment of all amounts required to be deposited in the special Funds created and established for the payment, security and benefit of Prior Lien Obligations in accordance with the terms and provisions of the ordinances authorizing the issuance of Prior Lien Obligations.

Third: To the payment of the limited amounts pledged to the payment of the Certificates.

Any Net Revenues remaining in the System Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used for any other City purpose now or hereafter permitted by law.

SECTION 15: Deposits to Certificate Fund. Subject to the provisions of Section 13 hereof, the City hereby covenants and agrees to cause to be deposited in the Certificate Fund from the pledged Net Revenues of the System in the System Fund, the amount of Net Revenues of the System pledged to the payment of the Certificates.

The City covenants and agrees that the amount of pledged Net Revenues of the System (\$1,000), together with other lawfully available revenues appropriated by the City for payment of the debt service requirements on the Certificates and ad valorem taxes levied, collected, and deposited in the Certificate Fund for and on behalf of the Certificates, will be an amount equal to one hundred percent (100%) of the amount required to fully pay the interest and principal due and payable on the Certificates. In addition, any surplus proceeds from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes and the Net Revenues of the System.

SECTION 16: Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of Texas for the

security of public funds, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

SECTION 17: Special Covenants. The City hereby further covenants as follows:

- (1) It has the lawful power to pledge the Net Revenues of the System to the payment of the Certificates in the manner herein contemplated and has lawfully exercised such power under the Constitution and laws of the State of Texas, including said power existing under Texas Government Code, Chapter 1502, as amended, and Subchapter C of Chapter 271 of the Texas Local Government Code.
- (2) Other than for the payment of the Certificates and the “City of Bedford, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2012B” being issued concurrently with the Certificates; the Net Revenues of the System have not in any manner been pledged to the payment of any debt or obligation of the City or of the System.

SECTION 18: Issuance of Prior Lien Obligations/Additional Obligations. The City hereby expressly reserves the right to hereafter issue Prior Lien Obligations, without limitation as to principal amount but subject to any terms, conditions or restrictions applicable thereto under law or otherwise, payable, in whole or in part, from the Net Revenues (without impairment of the obligation of contract with the Holders of the Certificates) upon such terms and conditions as the City Council may determine. Additionally, the City reserves the right to issue additional obligations payable, in whole or in part, from the Net Revenues of the System and, to the extent provided, secured by a lien on and pledge of the Net Revenues of equal rank and dignity with the lien and pledge securing the payment of the Certificates.

SECTION 19: Application of Prior Lien Obligations Covenants and Agreements. It is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements and covenants contained herein bearing upon the management and operations of the System, and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements and covenants contained in the ordinances authorizing the issuance of the Prior Lien Obligations, and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinances authorizing the issuance of the Prior Lien Obligations, the provisions, agreements and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders of the Prior Lien Obligations.

SECTION 20: Mutilated - Destroyed - Lost and Stolen Certificates. In case any Certificate shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Certificate of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Certificate, or in lieu of and in substitution for such destroyed, lost or stolen Certificate, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of

the destruction, loss or theft of such Certificate, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Certificate shall be borne by the Holder of the Certificate mutilated, or destroyed, lost or stolen.

Every replacement Certificate issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Certificates. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Certificates.

SECTION 21: Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the limited pledge of taxes levied under this Ordinance and the Net Revenues of the System and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Certificates or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at maturity or the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/ Registrar have been made) the redemption date thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Certificates such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a

written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

SECTION 22: Ordinance a Contract - Amendments. This Ordinance shall constitute a contract with the Holders from time to time, 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 and in Section 38 hereof. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Holders holding a majority in aggregate principal amount of the Certificates then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, 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, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Holders for consent to any such amendment, addition, or rescission.

SECTION 23: Covenants to Maintain Tax-Exempt Status.

(a) **Definitions.** When used in this Section, the following terms have the following meanings:

“Closing Date” means the date on which the Certificates are first authenticated and delivered to the initial purchasers against payment therefor.

“Code” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“Computation Date” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Gross Proceeds” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Certificates.

“Investment” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Nonpurpose Investment” means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

“Rebate Amount” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Regulations” means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“Yield” of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Certificates has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Certificates:

- (1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and
- (2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Certificates.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

- (1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Certificate is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.
- (2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

- (3) As additional consideration for the purchase of the Certificates by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States from the construction fund, other appropriate fund, or if permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Interest and Sinking Fund, the amount that when added to the future value of previous rebate payments made for the Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.
- (4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the Issuer shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Secretary, City Manager and Director of Administrative Services, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

(k) Qualified Tax Exempt Obligation. In accordance with the provisions of paragraph (3) of subsection (b) of Section 265 of the Code, the City hereby designates the Certificates to be "qualified tax exempt obligations" in that the Certificates are not "private activity bonds" as defined in the Code and the reasonably anticipated amount of "qualified tax exempt obligations"

to be issued by the City (including all subordinate entities of the City) for the calendar year 2012 will not exceed \$10,000,000.

SECTION 24: Sale of Certificates. Pursuant to a public sale for the Certificates, the bid submitted by _____ (herein referred to as the "Purchasers") is declared to be the best bid received producing the lowest true interest cost rate to the City. Such bid is hereby accepted and incorporated herein by reference as a part of this Ordinance for all purposes and the sale of the Certificates to the Purchasers at the price of par and accrued interest to the date of delivery, plus a premium of \$ _____, is hereby approved and confirmed. Delivery of the Certificates to the Purchasers shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale, which terms of sale are declared to be in the best interests of the City.

SECTION 25: Official Statement. The use of the Preliminary Official Statement by the Purchasers in connection with the public offering and sale of the Certificates is hereby ratified, confirmed and approved in all respects. The final Official Statement, which reflects the terms of sale (together with such changes approved by the Mayor, Mayor Pro Tem, City Secretary, City Manager and Director of Administrative Services, any one or more of said officials), shall be and is hereby in all respects approved and the Purchasers are hereby authorized to use and distribute said final Official Statement, dated September 11, 2012, in the reoffering, sale and delivery of the Certificates to the public. The Mayor or Mayor Pro Tem and City Secretary are further authorized to cause to be delivered for and on behalf of the City copies of said Official Statement in final form as may be required by the Purchasers, and such final Official Statement shall be deemed to be approved by the Council and constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION 26: Proceeds of Sale. The proceeds of sale of the Certificates, excluding the accrued interest received from the Purchasers and amounts to pay costs of issuance, shall be deposited in a construction fund maintained at a City depository. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of V.T.C.A., Government Code, Chapter 2256, as amended, and the City's investment policies and guidelines, and any investment earnings realized shall be expended for such authorized projects and purposes or deposited in the Interest and Sinking Fund as shall be determined by the City Council. Accrued interest received from the Purchasers as well as any surplus proceeds of sale of the Certificates, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Interest and Sinking Fund.

SECTION 27: Control and Custody of Certificates. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending the sale of the Certificates, the investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Certificates, and shall take and have charge and control of the Initial Certificate(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

SECTION 28: Notices to Holders - Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein

expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 29: Cancellation. All Certificates surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Certificates held by the Paying Agent/Registrar shall be returned to the City.

SECTION 30: Bond Counsel's Opinion. The Purchasers' obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Fulbright & Jaworski L.L.P., Dallas, Texas, approving the Certificates as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Certificates. An executed counterpart of said opinion shall accompany the global certificates deposited with The Depository Trust Company or a reproduction thereof shall be printed on the definitive Certificates in the event the book-entry-only system shall be discontinued.

SECTION 31: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving the Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 32: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, and this Ordinance and all its provisions is intended to be and shall be for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 33: Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby

repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 34: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 35: Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 36: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 37: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 38: Continuing Disclosure Undertaking.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2-2, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year, beginning in or after 2012, financial information and operating data with respect to the City of the general type included in the final Official Statement, being the information described in **Exhibit B** hereto, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements so provided shall be prepared in accordance with 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 pursuant to state law or regulation, and 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 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.

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 reference to any documents available to the public on the MSRB’s Internet web site or filed with the SEC.

(c) Notice of Certain Events. The City shall provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than ten (10) business days after occurrence of the event:

- (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 Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of holders of the Certificates, if material;
- (8) Certificate calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of 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 trustee or the change of name of a trustee, if material.

For these purposes, any event described in the immediately preceding subsection (c)(12) 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 United States 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.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices, and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section while, but only while, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) hereof of any Certificate calls and defeasance that cause the City to be no longer such an “obligated person.”

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Certificates, and nothing in this Section, 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 Section 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 Section 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 Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER 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 SECTION, 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 Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting 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 Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the

Certificates 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 (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a 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 Holders and beneficial owners of the Certificates. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent an underwriter of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 39: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Secretary, City Manager and Director of Administrative Services are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance, sale and delivery of the Certificates. In addition, prior to the initial delivery of the Certificates, the Mayor, Mayor Pro Tem, City Secretary, City Manager and Director of Administrative Services or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect, or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Certificates by the Attorney General. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 40: Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 41: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 42: Effective Date. This Ordinance shall take effect and be in full force immediately from and after its adoption on the date hereof in accordance with the provisions of Texas Government Code, Section 1201.028, as amended.

[Remainder of page left blank intentionally]

PASSED AND ADOPTED, this September 11, 2012.

CITY OF BEDFORD, TEXAS

Mayor

ATTEST:

City Secretary

(City Seal)

EXHIBIT A
PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of September 11, 2012 (this "Agreement"), by and between The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, a banking association duly organized and existing under the laws of the United States of America (the "Bank") and the City of Bedford, Texas (the "Issuer").

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of Bedford, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2012A", dated September 1, 2012 (the "Securities"), such Securities scheduled to be delivered to the initial purchasers thereof on or about October 16, 2012; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE

APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Authorizing Document" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Authorizing Document.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02 Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of

the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO DEFINITIONS

Section 2.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

“Acceleration Date” on any Security means the date on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

“Authorizing Document” means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

“Bank Office” means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

“Financial Advisor” means First Southwest Company.

“Holder” and “Security Holder” each means the Person in whose name a Security is registered in the Security Register.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

“Redemption Date”, when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of the Authorizing Document.

“Responsible Officer”, when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust

Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Security Register” means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

“Stated Maturity” means the date specified in the Authorizing Document the principal of a Security is scheduled to be due and payable.

Section 2.02 Other Definitions. The terms “Bank,” “Issuer,” and “Securities (Security)” have the meanings assigned to them in the recital paragraphs of this Agreement.

The term “Paying Agent/Registrar” refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE PAYING AGENT

Section 3.01 Duties of Paying Agent. As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

<u>First Class/Registered/Certified</u>	<u>Express Delivery/Courier</u>	<u>By Hand Only</u>
The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust P.O. Box 396 East Syracuse, NY 13057	The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust 111 Sanders Creek Pkwy. East Syracuse, NY 13057	The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust Corporate Trust Window 101 Barclay Street, 1st Floor East New York, NY 10286

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder’s risk and expense.

Section 3.02 Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Authorizing Document.

ARTICLE FOUR REGISTRAR

Section 4.01 Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register") for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the National Association of Securities Dealers, such written instrument to be in a form satisfactory to the Bank and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02 Securities. The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03 Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04 List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05 Return of Cancelled Securities. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06 Mutilated, Destroyed, Lost or Stolen Securities. The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, destroyed, lost or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such mutilated, destroyed, lost or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, destroyed, lost or stolen.

Section 4.07 Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE THE BANK

Section 5.01 Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02 Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, the Financial Advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.03 Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04 May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05 Moneys Held by Bank - Paying Agent Account/Collateralization. A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

Section 5.06 Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

In the event the Bank becomes involved in litigation in connection with this Section, the Issuer, to the extent permitted by law, agrees to indemnify and save the Bank harmless from all loss, cost, damages, expenses, and attorney fees suffered or incurred by the Bank as a result. The obligations of the Bank under this Agreement shall be performable at the principal corporate office of the Bank in the City of Dallas, Texas.

Section 5.08 DTC Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for “Depository Trust Company” services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the “Operational Arrangements”, which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

ARTICLE SIX MISCELLANEOUS PROVISIONS

Section 6.01 Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page hereof.

Section 6.04 Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05 Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06 Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07 Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

Section 6.08 Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.09 Entire Agreement. This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

Section 6.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.11 Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.12 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[Remainder of page left blank intentionally]

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

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., Dallas, Texas

By: _____

Title: _____

Address: 2001 Bryan Street, 11th Floor
Dallas, Texas 75201

Attest:

Title: _____

CITY OF BEDFORD, TEXAS

By: _____

Mayor

Address: 2000 Forest Ridge Drive
Bedford, Texas 76021

Attest:

City Secretary

ANNEX A

EXHIBIT B

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 38 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified below:

1. Financial information of the general type included in the Official Statement as Appendix B for the most recently concluded fiscal year.
2. The information contained in Tables 1 through 6 and 8 through 15 in the Official Statement.

Accounting Principles

The accounting principles referred to in such Section are the generally accepted accounting principles as applicable to governmental units as prescribed by the Government Accounting Standards Board.



Council Agenda Background

PRESENTER: William Syblon, Development Director
Jacquelyn Reyff, Planning Manager

DATE: 09/11/12

Council Mission Area: Be responsive to the needs of the community.

ITEM:

Consider an ordinance amending Chapter 6 of the City of Bedford Code of Ordinances, “Advertising” Article III-Signs, Section 6-68 “Administration and Enforcement”, and Section 6-70 “Special Sign Types”, providing for an Exhibit ‘A’ being the City of Bedford Sign Regulations; providing a savings clause; providing a severability clause; and providing an effective date.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

Recent input received from the business community located along the North Tarrant Express project has prompted staff to revisit the Sign Ordinance relative to “Still in Business” signs. As a result of the construction activity along the corridor, the current provisions for temporary “Still in Business” signs are proving to have minimal benefit to some businesses.

Currently, the Sign Ordinance allows for a temporary “Still in Business” sign to be no greater than 35 square feet, and no taller than five feet. In areas where the elevation of the highway has changed and/or accessibility to the access road has been limited, these types of signs are ineffective in some cases due to their limited visibility.

After listening to suggestions from the business community, staff is proposing an ordinance change that would remove the height limitation for “Still in Business” signs, and increase their square footage to 50 square feet (to be more consistent with other temporary signs allowed in the Sign Ordinance). These changes would allow a business to place this type of sign either on their building or on an existing pole thus increasing the visibility and effectiveness of the sign.

Additionally, given the ever evolving nature of the highway reconstruction, staff has realized that it is very difficult to predict future signage needs of the business community. In an effort to be more responsive to these signage requests, staff is proposing an ordinance amendment that would allow approval through the City Manager’s office. Previously, this type of approval was deferred to the Building and Standards Commission, or to the City Council, for an ordinance amendment.

The proposed amendments to the sign ordinance are as follows:

- (a) *“Still in Business” signs:* Temporary signage necessary for operation of a business located on site during construction caused by public police authority in which access or visibility of the business is substantially hampered may be approved by the building official upon submitting plans addressing such condition.
1. Shall not exceed ~~35~~50 square feet in area. ~~or 5-feet in height.~~
 2. A sidewalk vertical banner may be used. The sidewalk vertical banner, including frame, shall not exceed twenty-six (26) inches in width and ten (10) feet in total height.
 3. At his/her discretion, the building official may defer such approval to the ~~Building and Standards Commission.~~ City Manager’s Office or his or her designee.
 4. Is exempt from permit fee.

In order to maintain consistency in the sign ordinance, it is also necessary to amend the language in section 6-68(n). Through discussion with staff and the City Attorney, it was logical to change the ordinance to only allow permanent signs the ability to have relief via the Building and Standards Commission.

(a) Relief by the Building and Standards Commission for permanent signs: In order to prevent or lessen practical difficulties and unnecessary hardship inconsistent with the objectives of this article, the Building and Standards Commission may grant relief in the form of a waiver from the regulations prescribed herein relating to the height, area, location or number of signs; in such cases, however, the following circumstances shall be found to apply when granting a waiver:

1. Any waiver granted shall be subject to such conditions as will assure that the waiver thereby granted shall not constitute a special privilege inconsistent with the limitations upon other properties in the vicinity and district in which the subject property is situated; and
2. Due to special circumstances applicable to the subject property, including size, shape, topography, street frontage, location or surrounding land use, the size or height of the building on which the sign is to be located; the classification of the street or highway on which the sign is located or designed primarily to be viewed from, the strict application of sign regulations is found to deprive subject property of privileges enjoyed by other properties in the vicinity and under identical zone classification.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance amending Chapter 6 of the City of Bedford Code of Ordinances, “Advertising” Article III-Signs, Section 6-68 “Administration and Enforcement”, Section 6-70 “Special Sign Types”, providing for and exhibit ‘A’ being the City of Bedford sign regulations; providing a savings clause; providing a severability clause; and providing an effective date.

FISCAL IMPACT:

NA

ATTACHMENTS:

**Ordinance
Red-line Exhibit A**

ORDINANCE NO. 12-

AN ORDINANCE AMENDING CHAPTER 6 OF THE CITY OF BEDFORD CODE OF ORDINANCES, "ADVERTISING" ARTICLE III-SIGNS, SECTION 6-68 "ADMINISTRATION AND ENFORCEMENT", SECTION 6-70 "SPECIAL SIGN TYPES", PROVIDING FOR AN EXHIBIT 'A' BEING THE CITY OF BEDFORD SIGN REGULATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is authorized by Chapter 216, Regulation of Signs by Municipalities by the Texas Local Government; and,

WHEREAS, the City Council of Bedford, Texas deems it necessary, in order to provide for the health, safety, and general welfare of the residents of the City of Bedford, to establish the provisions of this ordinance regarding the regulation of signs as authorized by the State of Texas; and,

WHEREAS, the City Council of Bedford, Texas has established regulations for signs, in Chapter 6, Advertising, Article III-Signs, of the Code of Ordinances, as amended; and,

WHEREAS, the City Council of Bedford, Texas has determined that revisions are necessary to these sign regulations and has noticed, according to the requirements of public meetings by State Law, the proposed amendments; and,

WHEREAS, the City Council of Bedford, Texas has, after thoughtful deliberation, voted to approve these Sign Regulations amendments.

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

- Section 1. Chapter 6, Advertising, Article III-Signs, of the Code of Ordinances, being the sign regulations of the City of Bedford be amended in accordance with the attached Exhibit A –Sign Regulations.**
- Section 2. That this Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.**
- Section 3. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portion of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.**
- Section 4. This Ordinance shall take effect from and after its date of passage in accordance with law, and it is so ordained.**

PRESENTED AND PASSED on this 11th day of September, 2012, by a vote of ___ ayes, ___ nays and ___ abstentions at a regular meeting of the City Council of the City of Bedford, Texas.

ORDINANCE NO. 12-

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

ORDINANCE NO. 12-

**Exhibit "A"
City of Bedford
Sign Regulations**

Section 6-70. SPECIAL SIGN TYPES

(e) "Still in Business" signs:

- 1. Shall not exceed 50 square feet in area.**
- 3. At his/her discretion, the building official may defer such approval to the City Manager's Office or his or her designee.**

Exhibit “A” City of Bedford Sign Regulations

DIVISION 1. GENERAL PROVISIONS

Section 6-66. PURPOSE OF ARTICLE

The purpose of this article is to provide uniform sign regulations for the City of Bedford, and its provisions shall be held to be the minimum requirements in the installation, erection, location, alteration, replacing, improving and maintenance of all signs. It is further intended to encourage signs which are well designed; which preserve locally recognized values of community appearance; which protect public investment in and the character of public thoroughfares; which aid in the attraction of shoppers and other visitors who are important to the economy of the city; which reduce hazards to motorists and pedestrians traveling on the public roadways; and thereby to promote the public health, safety and welfare.

Section 6-67. DEFINITIONS

Abandoned sign: Any sign which pertains to a time, event or purpose which no longer obtains; any sign which was erected for or by the owner, occupant or business on a property and is now unrelated to the present use of this property; any sign, except a real estate sign, which is located on property which becomes vacant and unoccupied for a period of three months or more.

Advertising Matter: The placement on, anchoring of or suspension from any building, pole sign, sidewalk, parkway, driveway, lawn, area or parking area of any goods, wares, merchandise or other advertising object which is, but not limited to, light; inflatable objects, pennants, or flags for the purpose of calling attention to.

Awning: An architectural projection, which provides weather protection, identity or decoration, and is supported by the building to which it is attached. It is composed of a lightweight rigid or retractable skeleton structure over which another cover is attached which may be of fabric or other materials may be illuminated. Sign text and logos on awnings are calculated as signage (not the entire awning area).

Balloon: A non-porous, flexible inflated device using inert gas as advertising matter.

Banner Sign: A temporary sign intended to be hung either with or without a frame, possessing characters, letters, illustrations, or ornamentation's applied to paper, plastic, or fabric of any kind.

Billboard: A sign displaying advertising copy that pertains to a business, person, organization, activity, event, place, service or product not principally located or primarily manufactured or sold on the premises on which the sign is located. These signs are generally located off premise.

Builder's Directional Sign: A sign providing direction or instruction to guide persons to sites where new homes are under construction, usually off-premise.

Buildings and Standards Commission: A Board composed of members appointed by the City Council to hear and rule upon variance requested to the Sign Ordinance. Building Official: The officer or other persons with the City of Bedford charged with the administration and enforcement of the Sign Ordinance.

Business Sign: An on-site sign which directs attention to, and/or used to identify a business, profession, organization, institution, commodity, service, activity, entertainment, or other non-residential use conducted, sold, or offered on these premises, (site) where such sign is located, or within the building to which such sign is affixed.

Canopy: A canopy is a roof like structure that shelters a drive lane use such as, but not restricted to, a gasoline pump island. A canopy is open on two or more sides and maybe supported by either columns or by being attached to the building to which it is accessory.

Changeable Copy Sign: A sign that is utilized year round, but the copy is changed periodically, advertising different specials associated with retail sales. This does not include a portable sign that may have changeable copy but is not permanently placed or located at a specific site. However, it does include the following signs:

Message Board Sign: Any sign or portion of a sign that uses changing lights to form a non-pictorial message in text format wherein the sequence of messages and rate of change is electronically programmed and can be modified by electronic process.

Electronic Graphic Display Sign: A sign or portion thereof that displays electronic, static images, static graphics or static pictures, with or without information, defined by a small number of matrix elements using different combinations of light emitting diodes (LED's), fiber optics, light bulbs or other illumination devices within the display and where the image sequence is accomplished immediately or by means of fade, repixelization, or dissolve modes.

Video Display Sign: A sign that changes its message or background in a manner or method of display characterized by motion or pictorial imagery, which may or may not include text and depicts action or a special effect to indicate movement.

Clearance: The vertical distance from the bottom of a sign face to the ground.

Construction Sign: A temporary sign identifying individuals or companies involved in the design, construction, wrecking, or improvements of the premises where work is under construction.

Decorative Flag: A flag or banner that contains no name, initials, or similar items, used to attract attention. Colored flags only.

Dilapidated or Deteriorated Condition: Where structural support or frame members are visibly bent, broken, dented, deteriorated or torn sign copy materials and or paint must be to such an extent that a danger of injury to persons or property is created, or where the sign or the structure is not in compliance with the building code adopted by the City.

Development Sign: A temporary on-site sign providing identification on information pertaining to residential or commercial development to include the builder, property owner, architect, contractor, engineer, or mortgage and project name.

Directional sign: Any sign, other than a highway marker or any sign erected and maintained by public authority, which is erected for the purpose of directing persons to a place, structure or activity not located on the same premises as the sign.

Directory sign: A sign listing the occupants of a building, or group of buildings on the same parcel, and/or identifying the location of and providing directions to any establishment on the same parcel.

Enclosed Frame/Changeable Copy Sign: See Changeable Copy Sign

Erect: To build, construct, attach, hang, place, suspend or affix, and shall also include the painting of the signs on the exterior surface of a building or structure.

Flag: A piece of cloth or fabric usually rectangular in shape, of distinctive color and design, used as a symbol, a standard or signal to attract attention. Exemptions to this are patriotic flags, i.e. U.S., State, and City flags.

Flashing Sign: An illuminated sign on which the artificial source of light is not maintained stationary or constant in intensity and color at all times when such sign is illuminated. For the purpose of the ordinance, any moving illuminated sign affected by intermittent lighting shall be deemed (to be) a flashing sign.

Framework: A support structure which meets all existing wind and load requirements as stated in City of Bedford Ordinance, designed to secure a banner or an inter-changeable copy on all sides.

Freestanding Sign: A sign not attached to a building. A freestanding sign may be either a pole (pylon) sign or a monument sign.

Gasoline Pricing Sign: An outdoor advertising display with changeable copy letters and numerals that displays the current price of fuel or gasoline for sale.

Hawkers: A person holding a sign or in costume to advertise a business or encouraging stopping or buying products at a location.

Height Measurement: The height of any sign shall be measured vertically at 90 degrees from the ground at the base of the sign.

Illegal Signs: The Building Official or his designated representatives shall be authorized to abate or impound any temporary or permanent sign which is in violation of these regulations. Inclusive of advertising matter that constitutes a violation of the Bedford Sign Ordinance.

Illuminated Sign: A sign which has characters, letters, figures, or designs illuminated by electric lights, luminous/neon tubes or other means that are specifically placed to draw attention to, or provide nighttime viewing of, the subject matter on the sign face.

Illumination, Internal: Lighting by means of a light which is within a sign having translucent background, silhouetting opaque letters or designs, on which is letters or designs, which are themselves made of translucent material.

Illumination, External: Lighting by means of an unshielded light source, (including neon tubing, etc.) which is effectively visible as an external part of the sign.

Incidental Sign: Small sign, less than two (2) square feet in surface area, of a non-commercial nature, intended primarily for the convenience of the public. Included are signs designating restrooms, address numbers, hours of operation, entrances to buildings, directions, help wanted, public telephones and so forth. Also included in this group of signs are those designated to guide or direct pedestrians or vehicular traffic to an area or place on the premises of a business building by means of a directory designating names and addresses only.

Lighted Sign: See Illuminated Sign.

Logo: A "logo" is any design or insignia of an organization, individual, company, or product which is commonly used in advertising to identify that organization, individual, company or product.

Maintenance: All signs and support structures, together with all their supports, braces, guys, and anchors, shall be kept in good repair and in proper state of preservation. The display surfaces of all signs shall be kept neatly painted or posted at all times. No sign will be allowed to become frayed, discolored or torn.

Menu Board: A sign displaying the menu for a drive up window for an establishment such as a food establishment or car wash.

Message Board Sign: a sign composed of a matrix of individual bulbs or lights which are capable of displaying lights in a running or continuous fashion so as to provide transient pictures or information.

Monument Sign: A permanent ground sign generally constructed out of brick, stone, or cast concrete foundation across the entire base of the structure not to exceed seven (7) feet in height, measured from the finished grade to the top of the sign.

Mural: Artwork applied to the wall of a building depicting a scene or event of natural, social, cultural, or historic significance. Telephone numbers, advertising messages, and addresses may not be included in the artwork; however, logos, trademarks, and icons may be incorporated into the artworks as integral parts of the work.

Movable Sign: See Portable Sign.

Nonconforming Sign: Any sign lawfully constructed which fails to conform to the provisions of this article.

Off-Premise Sign: The term “off-premise sign” means a sign which is issued or intended to be used to attract attention to activities, commodities, services or other endeavors not offered on the premise on which the sign is located.

On-Premise Sign: The term “on-premise sign” means a sign which promotes or advertises activities, commodities, services, or endeavors which are offered on the premise on which such sign is located.

Parcel: A land area represented by a unified grouping of tenants, uses, or owners located in a shopping center, office complex, or industrial complex which utilizes common parking lots, landscaped areas, fire lanes, entrances, and/or signage. Said unified grouping may be located on multiple and separate platted lots or lots of record but may function under a single management system sharing amenities.

Pennant: A wind device usually made of a lightweight plastic, fabric or other material whether or not containing a message of any kind, usually triangular in shape and attached to a single cord.

Pole Sign: A freestanding sign supported by a pole or poles having no guys or braces to the ground or to any other structure.

Political Sign: A temporary sign pertaining to any national, state, county or local election. A sign that contains primarily a political message.

Portable (or moveable) Sign: Those signs that are not firmly attached to the ground, a building, or other structure, and those that can be easily moved or carried about and reused numerous times at different locations.

Primary Signage Wall: The wall determined to be the primary signage wall, subject to its incorporating either the major entrance or the common street address.

Projecting Sign (Blade Sign): An attached sign oriented perpendicular to the face of the building which any part of the sign projects more than twelve (12) inches and does not include a canopy sign or awning sign.

Pylon Sign: A freestanding sign erected on a premise; said sign having two or more poles, shafts, piers, which are solidly affixed to the ground and not attached to a building. The supports, columns, or poles are generally located on the outside of the sign structure with the contents of the sign affixed between the columns.

Reader-board Sign: A changeable copy sign with strips attached to the face of the sign to hold removable displays letters and numerals for the purpose of identifying products sold or services provided by the related business tenant on the same premise.

Real Estate Sign: A temporary sign pertaining to the sale, lease or rental of real property.

Roof Sign: A sign erected upon or above a roof or parapet of a building or structure.

Sandwich Board or Sidewalk Sign: A moveable sign, typically an “A” frame, not secured or attached to the ground or surface which it is located.

Secondary Signage Wall: The wall of a building which is determined to be of secondary importance to the business or establishment occupying the premises, and shall include any wall not designated as a primary wall; and shall not limit the number of secondary signs placed on the building.

Setback: The distance from the property line or right-of-way line of all streets adjacent to the premises on which the sign is located.

Sidewalk Vertical Banner: A banner type sign that is attached to an aluminum or fiberglass rod which is inserted directly into the ground or into a sleeve embedded in the ground or portable base. The flag portion of the sign is attached to a horizontal support at the top and the bottom of the banner, securing it to the rod. This banner is not considered as being a swooper flag.

Sign: Every sign, name, number, identification, description, announcement, declaration, demonstration, device, display, flag, banner, pennant, illustration, logo, balloon, streamer,

valance, advertising display, poster, beacon, light or insignia, affixed directly or indirectly to or upon any building, window, door or outdoor structure, calling attention to any object, product, service, place, or activity.

Sign Area: Calculation means the area of the sign to be computed by drawing a line or lines around the sign in such a way as to form a rectangle oriented horizontally. The sum square footage of these figures shall be considered as the total area of the sign face. A sign face may be single sided or double sided, as with a typical pole sign; however, to calculate the area of a multi-sided sign, the sum of all sides of the sign shall not exceed twice the area specified for sign face.

Sign Box: The rectangle used to calculate the sign area.

Still in Business Sign: A temporary sign to advertise and notify of the continued operation of a business at a site which may experience trauma due to public construction causing a disruption, decreasing visibility or difficulty of access to the site on which the business is located.

Swooper Flag: A banner type sign that is attached to an aluminum or fiberglass rod which is inserted directly into the ground or into a sleeve embedded in the ground or portable base. The flag portion of the sign is attached on one side, permitting the unattached side to move freely in the wind.

Temporary Sign: Any sign constructed of cloth, canvas, plastic, light fabric, wallboard or other material with or without frames intended to be displayed for a limited period of time only.

Vehicular Sign: Any sign attached to a trailer, skid, or similar mobile structure, where the primary use of such structure is to provide a base for such sign or constitute the sign itself.

Vertical Banner: Any sign of a lightweight fabric or similar material that is mounted to a pole in a vertical fashion secured at top and bottom of banner.

Wall Area: The area of the wall from the finished floor elevation (or top of foundation) to the top of the parapet wall or to the bottom of the eave, which ever is highest. This wall area is as shown on the architectural elevation of the wall including glass area and recessed wall areas.

Wall Area, Multistory Building: The sign wall area calculation for multistory buildings shall be based upon the height of the first story (including any mezzanine level).

Wall Sign: A sign which is attached or affixed to the wall of a building or is an integral part of the wall of a building with the exposed face of the sign in a plane parallel to and not extending more than twelve (12) inches from said wall. A wall sign shall not extend above, the wall/parapet to which the sign is attached. For the purpose of this section, awnings, canopy fascias, mansards extending along a building side shall be considered a part of the wall. The roof (including mansard and fake mansard roofs) and roof area are not included in the wall area.

Window Sign: A sign attached to, placed upon or painted on the window or door of a building which is intended for public viewing from the exterior of such building.

Section 6-68. ADMINISTRATION & ENFORCEMENT

- (a) Building Official: The provisions of this article shall be administered and enforced by the building official and such representatives as he may designate. All other officers and employees of the city shall assist and cooperate with the building official in administering and enforcing the provisions of this article.
- (b) Permits required. No sign shall be erected, re-erected, constructed, attached, altered, painted on, or maintained, except as provided by this article and after a permit for the same has been issued by the building official. A separate permit shall be required for a sign for each business entity, and a separate permit shall be required for each group of signs on a single supporting structure. In addition, electrical permits shall be obtained for electric signs.

- (c) Application for permit. The application for a sign permit shall be in a form approved by the Building Official which shall contain the following information:
1. Sign use classification.
 2. Name, address and telephone number of the applicant.
 3. Name, address and telephone number of the owner of the property on which the sign is to be located.
 4. Name, address and telephone number of the lessee the sign is to benefit, if any.
 5. Name, address and telephone number of the person erecting the sign.
 6. Scaled site plan showing:
 - a. location of the building, structure or tract to which or upon which the sign is to be attached or erected,
 - b. the position of the sign in relation to nearby structures or other signs, and
 - c. dimensions of setbacks, building lines, distances between sign and streets and property lines.
 7. Scaled drawing of the sign including the height, width, area, design and text.
 8. Engineered drawings
 9. Such other information as may be requested by the Building Official.
- (d) Fees. Sign permit fees and plan review fees shall be paid in accordance with the sign permit fee schedule established by the Bedford City Council. Sixty-five percent of the sign permit fee shall be charged as a plan review fee.
- (e) Exemptions from Requirement for Permit: A permit shall not be required for erection of any of the following signs; provided, however, such signs shall otherwise comply with all other applicable provisions of the sign code:
1. In all zoning districts, with the exception of residential and multi-family districts, for a sign not exceeding eight (8) square feet in area, which advertises the sale, rental or lease of the premise shall be exempt. The sign shall be removed upon the completion of the sale or lease of the premises.
 2. Nameplates not exceeding one (1) square foot in area.
 3. Construction signs, not exceeding a total of sixteen (16) square feet in area, denoting the architect, engineer or contractor, and placed upon the premises under construction. Said construction signs shall not be placed on the premises prior to construction and shall be immediately removed upon completion of construction.
 4. Occupational signs, not exceeding two (2) square feet in area, denoting only the name and profession of an occupant in a commercial building or public institutional building. There shall not be erected more than one occupational sign per person.
 5. Standard maintenance, painting, repainting or cleaning of an advertising structure or message thereon for an ongoing entity for which no structural changes are required. Painting, repainting or cleaning of an existing advertising structure or message for a new business is not included in this exception. Lighted signs are not included in this exception except for theater marquees and similar signs that are specifically designed for the use of replaceable copy.
 6. Political signs as defined in Section 6-67.
 7. Signs that are permitted through the Zoning Board of Adjustment for Special Events outside sales and storage of merchandise.

8. Non-illuminated commercial directional signs not exceeding four (4) square feet in area or three (3) feet in height, provided that such directional signs do not contain advertising and are not used as such.
 9. "Now hiring" signs. Employment ads are exempt.
 10. Flags, emblems and insignia of any governmental body and decorative displays for holidays or public demonstrations which do not promote or identify any person or the goods and services supplied by a person.
 11. Window signs as defined in Section 6-67.
- (f) Sign Maintenance Required. All signs and sign support structures, together with all of their supports, braces, guys and anchors, shall be kept in good repair and in proper state of preservation. The display surfaces of all signs shall be kept neatly painted or posted at all times.
 - (g) Double permit fee: The permit fee for a sign permit shall be doubled when the installation or alteration of a sign is commenced or completed before the necessary permit is obtained.
 - (h) Time limit for exercise of sign permit: In all cases where a sign permit has been approved, the sign permit shall be obtained and the sign(s) erected within a period not to exceed 180 days from the date of approval. In the event such sign or signs are not erected within this period the permit shall become null and void.
 - (i) Only permitted signs to be erected: No person shall erect, reconstruct, alter, relocate or place any sign within the city except such signs as are permitted by this article. All signs, including the frames, braces or supports thereof, shall be constructed and maintained in compliance with this title, the building and electrical codes, the zoning ordinance and all other applicable ordinances of the city.
 - (j) Inspections: All signs for which permits are required shall be subject to inspection by the building official. Footing inspections may be required by the building official for all signs having footings. All signs containing electrical wiring shall be subject to the provisions of the governing electrical code, and the electrical components used shall bear the label of an approved testing agency. The building official may order the removal of any sign that is not maintained in accordance with the provisions of this section. All signs may be reinspected at the discretion of the building official.
 - (k) Fines for Noncompliance: Violators of any provision of this section shall be subject to fines set forth in this Code and/or signs may be removed by agents and employees of the city and may be either stored or destroyed without liability to the city or its agents or employees. The owner of a sign confiscated by the city may claim the sign if it is still in the custody of the city upon payment to the city of an administrative fee of \$10.00 per sign. Violators are subject to municipal action for signs confiscated by the City and are subject to a fine as provided by State law.
 - (l) Permit Revocable: The Building Official may suspend or revoke any sign permit whenever it is determined that the permit has been issued in error or on the basis of incorrect or false information supplied, or whenever such permit was issued in violation of any provision of this ordinance, any other ordinance of the City, the laws of the State of Texas or the federal government. Such revocation shall be effective when communicated in writing to the person to whom the permit is issued or the owner of the sign or the owner of the premises on which the sign is located. Any sign the subject of a revoked permit shall be immediately removed by the person in control of the sign or premises upon which the sign is located within 15 days of written notice of revocation.
 1. A person may appeal the revocation of the sign permit to the Building and Standards Commission by filing with the Building Official written notice of an intention to appeal within 10 days after receipt of written notice of revocation. The decision of the Building and Standards Commission is final.
 2. Notice of revocation shall be deemed to have been received when deposited in the mail, postage prepaid, addressed to the owner of the premises, the owner of the sign, and the tenant for whose benefit the sign is erected as listed in the permit application.

- (m) *Sign Removal*: The owner of any property upon which any of the following signs are located shall immediately remove the sign upon notice from the Building Official:
1. Any illegal, non-conforming sign.
 2. Any legal, non-conforming sign which has been substantially destroyed or dismantled for any purpose other than maintenance operations or for changing letters, symbols or other matters on the sign. The sign shall be deemed to be substantially destroyed or dismantled if the cost of repairing the sign is more than 60% of the cost of erecting a new sign of the same type at the same location.
 3. Repair of or removal of dilapidated or deteriorated signs. Upon determination by the Building Official that a sign is in a dilapidated or deteriorated condition, the Building Official shall give notice of said determination to the owner of the sign, or the owner of the property on which the sign is erected, and the lessee that the sign is to benefit. Said notice shall further specify a time period in which said dilapidated or deteriorated condition must be corrected. In the event the dilapidated or deteriorated condition is not corrected within the time provided in the notice of the Building Official, then the owner of the property on which said sign is erected and the owner of the sign shall immediately remove the sign.
 4. Removal by City: In the event any owner of property on which a sign is situated fails to comply with any order issued by the Building Official for removal of a sign under the provisions of this ordinance, then the City may undertake to remove said sign in compliance with the order. The owner of the land on which the sign is situated and the owner of the sign shall pay all costs incurred by the City in the removal of the sign.
- (n) *Relief by the Building and Standards Commission for permanent signs*: In order to prevent or lessen practical difficulties and unnecessary hardship inconsistent with the objectives of this article, the Building and Standards Commission may grant relief in the form of a waiver from the regulations prescribed herein relating to the height, area, location or number of signs; in such cases, however, the following circumstances shall be found to apply when granting a waiver:
1. Any waiver granted shall be subject to such conditions as will assure that the waiver thereby granted shall not constitute a special privilege inconsistent with the limitations upon other properties in the vicinity and district in which the subject property is situated; and
 2. Due to special circumstances applicable to the subject property, including size, shape, topography, street frontage, location or surrounding land use, the size or height of the building on which the sign is to be located; the classification of the street or highway on which the sign is located or designed primarily to be viewed from, the strict application of sign regulations is found to deprive subject property of privileges enjoyed by other properties in the vicinity and under identical zone classification.
- (o) *Appeal- Decision of Building Official*: All questions of interpretation and enforcement shall be first presented to the building official and such questions shall be presented to the Building and Standards Commission (established by Section 22-31 of this Code), only on appeal from the decision of the administrative official. Any person aggrieved by any interpretation or by any decision or ruling of the building official under the Sign Ordinance, shall have the right to make an appeal to the Building and Standards Commission. Notice of appeal shall be in writing and must be filed within 30 days. A fee of \$100.00 shall accompany such notice of appeal. Such an appeal shall be considered at a commission meeting and shall be subject to the regulations contained herein for commission meetings.
- (p) *Building and Standards Commission Appeal Hearing*: Within a period of 30 days from the filing of the appeal, the commission shall hear the appeal, together with the testimony of all parties concerned, and render a decision thereon within three (3) days thereafter. In hearing such an appeal, the commission shall not have the power to unconditionally waive or set aside the requirements of the sign ordinance, but shall have the power to interpret its provisions, and in case of alternate signage, shall determine whether such alternate signage is in fact equal to the standards of the sign ordinance, considering adequacy, stability, strength and safety to the public health and welfare.

- (q) **Appeal to District Court:** Any person who may be aggrieved by the decision of the Building and Standards Commission from a public hearing shall have a right of appeal to the District Court within ten (10) days from the date of the commission decision.
- (r) **Precedent of Regulations:** Where the rules and regulations of any other ordinance conflicts with these sign regulations, the regulations contained herein shall prevail and take precedence over any other regulation, including provisions as recorded in any zoning overlay district; however, with the exception of any Planned Unit Development district adopted after the effective day of this sign regulation.

DIVISION 2. CONSTRUCTION; INSTALLATION

Section 6-69. GENERAL REGULATIONS

- (a) **Existing Signs:** Each establishment shall be entitled to sign area within the as set forth herein limitations. However, the area of all existing signs to remain on the premises occupied by the establishment shall be reported by the applicant and shall be added to the proposed new sign(s) for comparison with these limitations, which shall govern total sign area, existing and proposed.
- (b) **Setback Limitation:** There shall be a separation of ten feet between stand-alone signs. In addition, no part of any sign shall overhang the property line into the public right-of-way or into the adjacent property.
- (c) **Street Visibility Triangle:** No sign or other advertising structure shall be erected in the 25' by 25' visibility triangle at the intersection of two streets. The street visibility triangle is formed by the property lines and a diagonal line connecting them at points twenty-five feet (25') from the intersection of the property lines in compliance with the provisions of Section 31 (5.7) of the Bedford Zoning Ordinance. Any sign projecting into the visibility triangle shall have a clearance of at least ten feet above the centerline grades of the intersecting streets.
- (d) **Driveway Visibility Triangle:** No sign or other advertising structure shall be erected in the 7' by 60' visibility triangle at the intersection of driveway with a street. The driveway visibility triangle is formed by the property line, the edge of the driveway and a diagonal line connecting a point seven feet (7') along the edge of driveway from the right-of-way and a point 60 feet along the right-of-way line from the edge of driveway. This driveway visibility triangle shall be in compliance with the provisions of Section 31 (5.7) of the Bedford Zoning Ordinance. Any sign projecting into the visibility triangle shall have a clearance of at east ten feet above the centerline grades of the intersecting streets.
- (e) **Traffic hazard:** No sign shall be erected at any location where, by reason of the position, shape or color it may interfere with, obstruct the view of, or be confused with any authorized traffic sign or signal device; or which makes use of the words "stop", "go", "caution", "look", "danger", or any other word, phrase, symbol or character in such a manner as to interfere with, mislead or confuse traffic. Nor shall any person or individual (hawker) carry a temporary sign adjacent to or in a public right-of-way.
- (f) **Pedestrian hazard:** All signs or other advertising structures, which are erected at any point where pedestrians might be endangered, shall have a smooth surface and no nails, tacks or wires shall be permitted to protrude therefrom.
- (g) **Lighting restrictions:** Illuminated signs shall be erected in such a manner as not to interfere with traffic or pose other health or safety hazards.
- (h) **Wind Pressure and dead load requirements:** All signs shall be designed and constructed to withstand wind pressure of not less than 90 mph wind load factor and shall be constructed to receive loads as required by the Building Code.
- (i) **Site plan.** Whenever a site plan is required to be filed, the site plan shall show the proposed location of any signs to be erected on the property and shall define the size and height of the signs with dimensions and elevation views.

- (j) Sign Buffer Area at edge of a building: The edge of a wall sign shall be a minimum distance of one foot from the edge of the building wall or tenant space divider.
- (k) Wall Sign Setback Bonus. Wall signs that are setback from the public street right-of-way over one hundred and fifty feet (150') can increase the maximum primary wall signage size by 25%, and increase it an additional 25% for every additional one hundred feet (100') of setback; up to a maximum of 200% of the allowed sign area (i.e. 20% of the primary wall area) at four hundred and fifty feet (450').
 - 1. Over 150' setback, 125% of allowed sign area, or 12.5% of primary wall area,
 - 2. Over 250' setback, 150% of allowed sign area, or 15% of primary wall area,
 - 3. Over 350' setback, 175% of allowed sign area, or 17.5% of primary wall area,
 - 4. Over 450' setback, 200% of allowed sign area, or 20% of primary wall area*

*Under no circumstances shall the primary wall signage exceed 400 square feet regardless of wall size or increased setbacks.
- (l) Required Parking Space: No sign shall be located in a required parking space.

Section 6-70. SPECIAL SIGN TYPES

- (a) Message Board Signs: are subject to the same size and location restrictions as other signs regulated by this article. In addition, a message board sign is subject to the following restrictions:
 - 1. Any change of pictures or information on the message board sign shall not produce the illusion of moving objects, expanding or contracting shapes, rotation or any similar effect of animation.
 - 2. Any change of pictures or information on the message board sign shall not change more often than once each three seconds for those portions of the sign, which convey time or temperature, or once each three (3) seconds for all other portions of a sign.
 - 3. Message board signs shall only be allowed to be placed in areas zoned “S”, “L”, “H” or “I” with frontage along the rights-of-way of arterial and collector roadways shown on the Thoroughfare Plan.
 - 4. All applications for message board signs must be accompanied with a certificate of approval of such sign from the state department of transportation in accordance with state law.
 - a. The determination of a health or safety hazard caused by a lighted sign or a message board sign shall be made by the traffic coordinator for the city and shall be controlling.
 - b. Any electrical wiring required for a sign to be lighted shall meet the electrical code of the city as determined by the building official or a designated representative.
 - c. No lighted sign or message board sign shall have a luminance of greater than 300 foot-candles, nor shall any such sign have a luminance greater than 200 foot-candles for any portion of the sign within a circle two feet in diameter. The restriction of luminance in this section shall be determined from any other premises or from any public right-of-way.
- (b) Electronic Graphics Display Signs: shall be permitted by granting of a waiver to the Special Sign Types regulations on a site-specific basis upon approval of the Building and Standards Commission.
- (c) Video Display Signs: shall be permitted by granting of a waiver to the Special Sign Types regulations on a site-specific basis upon approval of the Building and Standards Commission.
- (d) Portable or moveable signs: Determination by the building official or his designated representative as to whether any sign is portable or moveable shall be controlling. It is expressly provided that such signs are prohibited in any residential zoning district or within any right-of-way or city easement within the city. .

The following additional provisions shall apply to portable or moveable signs:

- 1. Only one such sign for each tenant on a multi-use lot or per business on a single use lot shall be permitted for display at one time.
- 2. Signs on a multi-tenant lot shall be separated by a minimum of two-hundred and fifty (250) feet.

3. Any such sign shall be permitted on premises only. No such sign shall exceed a total area of 50 square feet.
4. No such sign shall be lighted. Any such sign may be displayed a maximum of 120 days per calendar year; with a maximum time period of 30 days, and a minimum interval period of 30 days.
5. Written permission from the property owner or management regarding the placement of any sign is required.
6. Any such sign must be located in the required street yard as provided by the setback regulations of the zoning district in which it is placed; and may not be located in any required parking space.
7. Flags, streamers, or pennants shall not be permitted on a portable/moveable sign.

(e) Vehicular Signs.

1. It shall be unlawful to attach any sign to a trailer, skid, or similar mobile structure, where the primary use of such structure is to provide a base for such sign or constitute the sign itself. This provision does not restrict the identification signs on vehicles used for bona fide transportation activity.
2. Sign attached to or upon any vehicle shall be prohibited where any such vehicle is allowed to remain parked in the same location, or in the same vicinity, a period of time in excess of three business days. Specifically, where the intent is apparent to be one of using the vehicle and signs for purposes of advertising an establishment, service or product. Government vehicles and vehicles operating under a city franchise shall be excluded from this provision.
3. Signs placed on or affixed to vehicles and or trailers which are parked on public right-of-way, public property, or private property so as to be visible from a public right-of-way where the apparent purpose is to advertise a product or direct people to a business or activity located on the same or nearby property are prohibited.

(f) Grand Opening. Grand opening events may utilize inflatable objects, pennants, flags and banner signs for a period not to exceed 30 days. Grand opening events are limited to the first 90 days after a certificate of occupancy has been issued. No searchlights or flashing type lights are allowed and are strictly prohibited during these events. When an existing business has substantially remodeled, as determined by the building official, the business will have the option of having a Re-Grand Opening. Permit is required.

(g) "Still in Business" signs: Temporary signage necessary for operation of a business located on site during construction caused by public police authority in which access or visibility of the business is substantially hampered may be approved by the building official upon submitting plans addressing such condition.

1. Shall not exceed ~~35-50~~ square feet in area, ~~or 5 feet in height.~~
2. A sidewalk vertical banner may be used. The sidewalk vertical banner, including frame, shall not exceed twenty-six (26) inches in width and ten (10) feet in total height.
3. At his/her discretion, the building official may defer such approval to the ~~Buildings and Standards Commission~~ City Manager's Office or his or her designee.
4. Is exempt from permit fee.

(h) Political Signs:

1. Political signs shall be subject to Section 216.903 of the Local Government Code.
2. No political sign may be placed on public property owned, leased, or controlled by the City of Bedford. Provided, however, this subsection does not prohibit an individual from carrying or displaying political signs, nametags, badges, banners, or other political or campaign materials on public property so long as such activity is conducted in accordance with Chapter 61 and Chapter 85 of the Texas Election Code, as now or hereafter amended. (Ordinance 1454 adopted 10/25/10)

(i) Projecting Signs:

1. One sign shall be allowed to project from the building face for each street-level business.

2. Signs shall not be located above the top of parapet wall or roof eave of a building.
3. Projecting Sign over a pedestrian walkway or drive must be a minimum of eight (8) feet clearance between the grade of the sidewalk or drive and the lowest portion of a Projecting Sign.
4. Signs shall not exceed twenty-five (25) square feet in area.
5. Signs horizontal length shall not exceed thirty-six (36) inches.
6. The near edge of a projecting sign shall be no more than twelve (12) inches from the wall of the building to which the sign is attached.
7. Signs including mounting hardware, shall not project more than forty-eight (48) inches from the wall of the building to which the sign is attached.
8. Individual sign letters shall not exceed twelve (12) inches in height.
9. Projecting signs may be illuminated.
10. Projecting signs shall not include electronic components such as message boards, video and graphic displays.
11. Projecting signs shall not be designed to include changeable copy.
12. A Projecting Sign may not project into the right-of-way.

Section 6-71. PERMANENT SIGNS

PERMANENT SIGNS					
TYPE OF SIGN	DISTRICTS PERMITTED	MAXIMUM AREA	MAXIMUM HEIGHT & CLEARANCE	NUMBER OF SIGNS	REQUIREMENTS**
Primary Wall Sign (Attached)	Non-residential* “S”, “L”, “H” & “I”	Two square feet of sign area for each foot of store front width.	Top of parapet wall or roof eave height. Maximum height of any sign is 6 feet	Not applicable, Signage area can be composed of multiple signs	Min. horizontal and/or vertical separation between signs shall be a minimum of two feet. Also see Setback Bonus.
Secondary Wall Sign (Attached)	Non-residential* “S”, “L”, “H” & “I”	50% of allowed Primary wall sign area	Top of parapet wall or roof eave height	Not applicable, Signage area can be composed of multiple signs	Min. horizontal and/or vertical separation between signs shall be a minimum of two feet. No sign permitted to face a residential property
Freestanding Freeway Pole	Non-residential “S”, “L”, “H” & “I” (in “HC” must be within 25’ of frontage road)	300 s.f. each side	65 ft. max height with 10 ft. minimum ground clearance	1 freestanding (either pole or monument) sign per street frontage	Not allowed in or projecting into public R.O.W., Secondary sign may only be 50% of height & area of Primary sign

PERMANENT SIGNS

TYPE OF SIGN	DISTRICTS PERMITTED	MAXIMUM AREA	MAXIMUM HEIGHT & CLEARANCE	NUMBER OF SIGNS	REQUIREMENTS**
Projecting Sign (Blade Sign)	Non-residential* “S”, “L”, “H” & “T”	25 s.f.	Top parapet wall or roof eave height. Minimum 8 feet clearance off ground.	1 sign per business.	See Section 6-70
Freestanding Freeway Pylon	Non-residential* “S”, “L”, “H” & “T” (in “HC” must be within 25’ of frontage road)	300 s.f. per tenant per parcel not to exceed the maximum height & clearance regulation	65 ft. max height with 20 ft. width with 3 ft minimum ground clearance	1 freestanding pylon sign per street frontage, per platted lot or lot of record	Includes tenants/businesses included on a parcel as defined in <i>Section 6-67</i> Not allowed in or projecting into public R.O.W.
Freestanding Non-Freeway Pole	Non-residential “S”, “L”, “H” & “T” (except Cheek Sparger Overlay dist)	100 s.f. each side	25 ft. max height with 10 ft. minimum ground clearance	1 freestanding (pole or monument) sign per street frontage, 2 max	Not allowed in or projecting into public R.O.W., Secondary sign may only be 50% of the area of the Primary sign
Freestanding Non-Freeway Pylon	Non-residential* “S”, “L”, “H” & “T” (except Cheek Sparger Overlay dist)	100 s.f. each per tenant per parcel not to exceed the maximum height & clearance regulation	25 ft. max height with 20 ft max width with 3 ft. minimum ground clearance	1 freestanding pylon sign per street frontage, per platted lot or lot of record	Includes tenants/businesses included on a parcel as defined in <i>Section 6-67</i> Not allowed in or projecting into public R.O.W.
Message Board	Non-residential* “S”, “L”, “H” & “T”, with 183, 121 or 157 frontage	Same as pole sign regulations	Same as pole sign regulations	Same as pole sign regulations	See Section 6-70
Freestanding Monument	Non-residential* “S”, “L”, “H”, & “T”	75 sq. ft.	7 feet	1 (either pole or monument) per street frontage, 2 max	Lighting allowed
Canopy (covering gas pumps, drive thru lanes or parking areas)	Non-residential* “S”, “L”, “H” & “T”	30 square feet per side with maximum of 18 inch letters	Top of canopy fascia	On 3 sides of canopy only	Canopies not considered separate buildings for signage purposes
Mural	Non-residential* “S”, “L”, “H” & “T”	Not applicable	Not applicable	Not applicable	No name, logo, text or slogan. Murals are considered <i>Art</i> , not advertising

PERMANENT SIGNS

TYPE OF SIGN	DISTRICTS PERMITTED	MAXIMUM AREA	MAXIMUM HEIGHT & CLEARANCE	NUMBER OF SIGNS	REQUIREMENTS**
Enclosed Frame/Changeable Copy	Non-residential* "S", "L", "H" & "T"	12 s.f. with no dimension greater than 4 ft.	Not applicable	2 per wall max., 4 per site max.	Enclosed frame permanently attached to wall
Multifamily Entry Monument	Multifamily: all MD & MF	75 s.f.	7 ft.	1 per "main" entrance	Lighting allowed
Subdivision Entry Monument	All Residentially zoned districts	75 s.f. each	7 ft.	1 pair per "main" entrance	Lighting allowed

* Non-residential uses that are permitted in residentially zoned districts.

**All signs are subject to setback regulations as set forth in Section 6-69 (b).

Section 6-72. TEMPORARY SIGNS

TEMPORARY SIGNS						
TYPE OF SIGN	PERMIT REQ.	DISTRICTS PERMITTED	MAXIMUM AREA	MAX HEIGHT & CLEARANCE	TIME LIMIT	REQUIREMENTS**
Portable	Yes	Non-residential* “S”, “L”, “H” & “I”	50 s.f.	6 ft.	120 days per calendar year, 30 days period maximum, 30 day interval period	1 per tenant or per business on single lot, Separation between other portable signs of 250 ft. On-premises only, No lighting
Horizontal Banner	Yes	Non-residential* “S”, “L”, “H” & “I”	50 s.f.	Highest point of roof, Attached to building	60 days per calendar year, in a minimum of 10 day increments	Only one allowed, No lighting, not used with Portable sign
Vertical Banner	Yes, per each change out	Non-residential* “S”, “L”, “H” & “I”	35 s.f. freeway frontage, 12 s.f. for non-freeway	35 ft. max., 6 ft. min. to bottom of vertical banner	Not applicable	50 ft. min. spacing, 100 ft. min. street frontage, 25’ min. to side prop. Line
New Business “Coming Soon”	Yes	Non-residential* “S”, “L”, “H” & “I”	50 s.f.	Highest point of roof, Attached to building	During lease space finish out, 60 day max. or 30 day max. with no finish out	1 sign per lease space, on building, No lighting
New Business “Now Open”	Yes	Non-residential* “S”, “L”, “H” & “I”	50 s.f.	Highest point of roof, Attached to building	30 days from C.O.	Must be affixed to store front
Pennants	Yes	MF & Non-residential* “S”, “L”, “H” & “I”	Not applicable	Highest point of roof	During event	Only during approved Special Events or Grand Openings

TEMPORARY SIGNS

TYPE OF SIGN	PERMIT REQ.	DISTRICTS PERMITTED	MAXIMUM AREA	MAX HEIGHT & CLEARANCE	TIME LIMIT	REQUIREMENTS**
Balloons over 24” diameter	Yes	MF & Non-residential* “S”, “L”, “H” & “I”	Not applicable	50 ft.	During event	Only during approved Special Events or Grand Openings
Inflatable objects	Yes	MF & Non-residential* “S”, “L”, “H” & “I”	Not applicable	25 ft.	During event	Only during approved Special Events or Grand Openings
Window	No	Non-residential* “S”, “L”, “H” & “I”	25% of window area	Not applicable	Not applicable	Enclosed frame/changeable copy signs encouraged
Vehicle	No	Not applicable	Not applicable	Not applicable	Not applicable	See Section 6-70
Weekend Builders Advertising	Yes	All	6 s.f.	3 ft.	12 noon Friday till 12 noon Monday, except holidays	25 max., 3 ft. from curb, 200 ft. or 1 block apart, 40 ft. min. from intersection, No lighting
Open House Advertising	Yes	All	4 s.f.	3 ft	Signs can be displayed one hour before and removed within an hour after the “Open House.”	Open houses can be Saturday and Sunday ONLY. A maximum of 5 signs in addition to 1 on premise sign allowed Signs must say, “Open House” with a directional arrow and the company name, logo, and/or home address. Permit sticker must be attached to the signs.
Rent or Lease	No	Residential and Multi-Family Districts	4 s.f.	3 ft	From Friday 5:30 PM till Monday 9:30AM	Can be Saturday and Sunday ONLY. A maximum of 5 on premise signs allowed. Signs must say, “For Rent” or “For Lease”.

TEMPORARY SIGNS

TYPE OF SIGN	PERMIT REQ.	DISTRICTS PERMITTED	MAXIMUM AREA	MAX HEIGHT & CLEARANCE	TIME LIMIT	REQUIREMENTS**
Political	See Section 6-70 (i)	See Section 6-70 (i)	See Section 6-70 (i)	See Section 6-70 (i)	See Section 6-70 (i)	See Section 6-70 (i)
Church, charity & civic, On-Premises	Yes, but no fee	All	50 s.f.	15 ft.	10 days prior to event & during event, 30 days max.	On private property, not on R.O.W., No lighting, Removed 24 hr. after event
Church, charity/civic, Off-Premises	Yes, but no fee	All	12 s.f.	3 ft.	10 days prior to event & during event, 30 days max.	On private property, not on R.O.W., No lighting, Removed 24 hr. after event
Decorative Flag (color only, Logo allowed, no text allowed)	No	MF	6 s.f.	25 ft. max., 6 ft. min. to bottom of flag	Not applicable	Street frontage 0-150' 4 flags 151-200' 5 flags 201-250' 6 flags 251-300' 7 flags over 300' 8 flags
Real Estate Land Sale	Yes	All	100 s.f.	15 ft.	Remove prior to development	1 acre min., 2 sign max., 1 sign per frontage, No lighting
Residential Construction	Yes	all Residential Districts, MD & MF	100 s.f.	15 ft.	Till project 80% complete	1 sign per major existing street frontage, No lighting
Multifamily Units for Rent or Lease Banner	Yes	Multifamily: all MD & MF	50 s.f.	Highest point of roof on building, or 15 ft. max. for free-standing signs	180 days per year, in 10 day periods	1 per street frontage maximum 2, No lighting
Commercial Complex Sale or Lease Free-Standing	Yes	Non-residential* "S", "L", "H" & "I"	50 s.f.	6 ft.	Complex sold or leased	1 sign, No lighting
"Still in Business" Sign	See Section 6-70 (g)	See Section 6-70 (g)	See Section 6-70 (g)	See Section 6-70 (g)	See Section 6-70 (g)	See Section 6-70 (g)
Com. Unit(s) Sale or Lease Wall Sign	Yes	Non-residential* "S", "L", "H" & "I"	50 s.f.	Highest point of roof	Unit sold or leased	1 sign per unit, No lighting
New Commercial Building	Yes	Non-residential* "S", "L", "H" & "I"	100 s.f.	15 ft.	Till 80% complete	1 sign per major ex. street frontage, Lighting allowed

TEMPORARY SIGNS

TYPE OF SIGN	PERMIT REQ.	DISTRICTS PERMITTED	MAXIMUM AREA	MAX HEIGHT & CLEARANCE	TIME LIMIT	REQUIREMENTS**
<p>* Non-residential uses that are permitted in residentially zoned districts.</p> <p>**All signs are subject to setback regulations as set forth in Section 6-69 (b).</p>						

Section 6-73. EXEMPTED SIGNS

The following types of signs are exempted from the sign regulations. These signs are not required to submit a sign application, are not required to be permitted and not required to pay a permit or review fee.

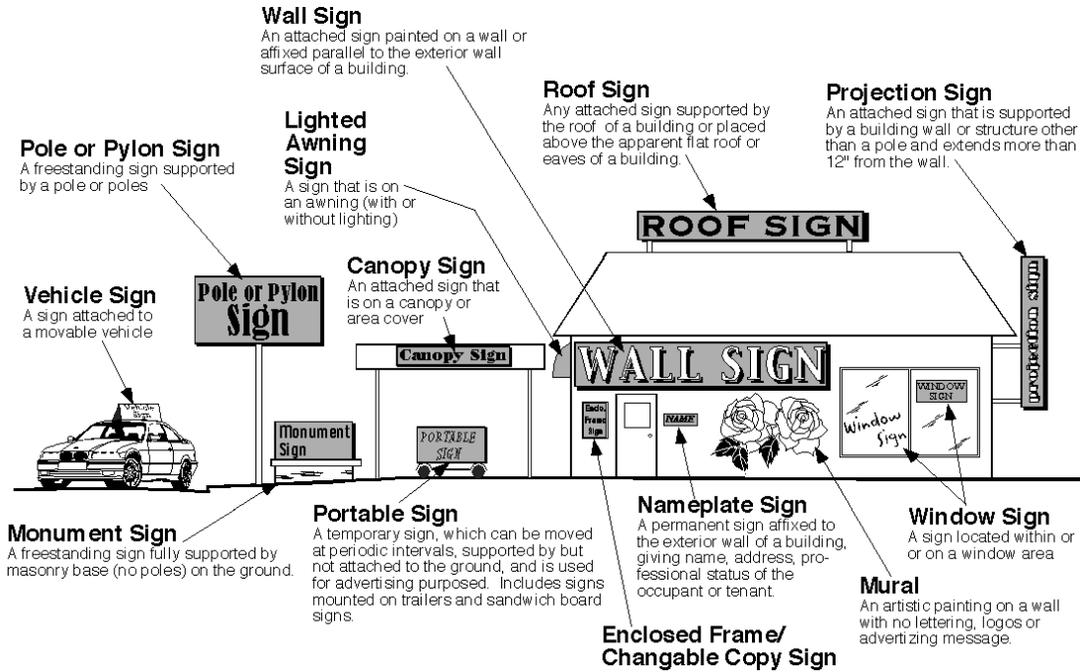
- (a) Traffic control signs erected by the City or state.
- (b) Directional signs less than four square feet (4 s.f.) in area and less than three feet (3') in height.
- (c) Menu board signs for drive-thru lanes at restaurants.
- (d) Gasoline pricing signs less than fifteen square feet (15 s.f.)
- (e) US, Texas or Patriotic Flags
- (f) Window signs as defined in Section 6-67
- (g) Signs that are allowed by approval of the Zoning Board of Adjustment for Special Events or for outside sales and storage of merchandise.
- (h) Balloons less than 24 inches in diameter

Section 6-74. PROHIBITED SIGNS

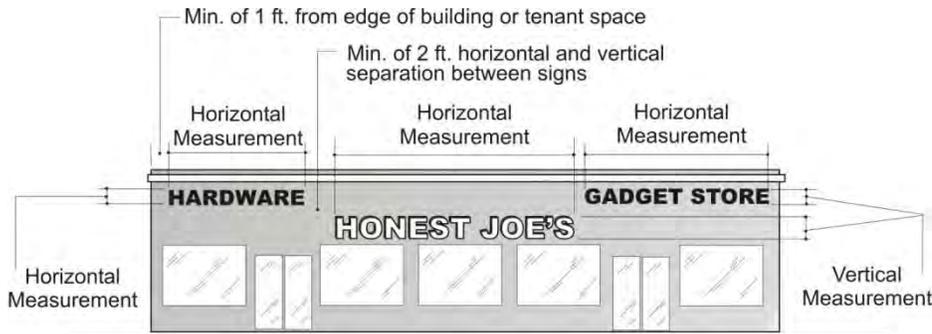
- (a) Off-Premises advertising sign (billboard), except as otherwise permitted.
- (b) Roof signs, however, signs are allowed on building towers or other architectural features of the building.
- (c) Search lights or flashing lights (other than Message Board signs).
- (d) Signs on utility poles
- (e) Swooper flags

Sign Types Graphic

Sign Graphics

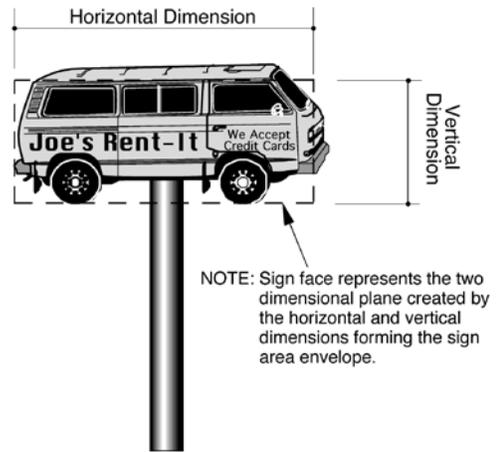
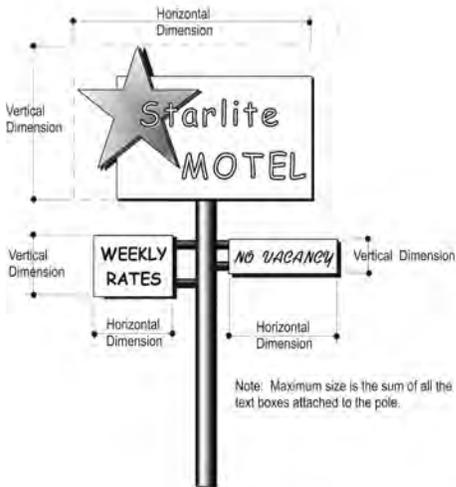
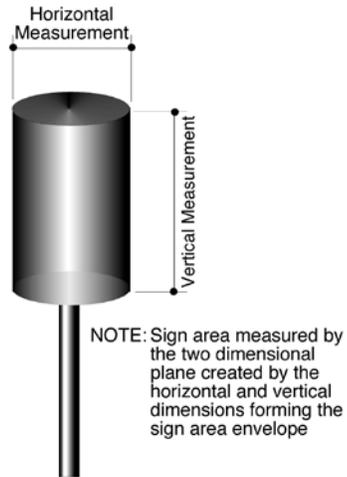
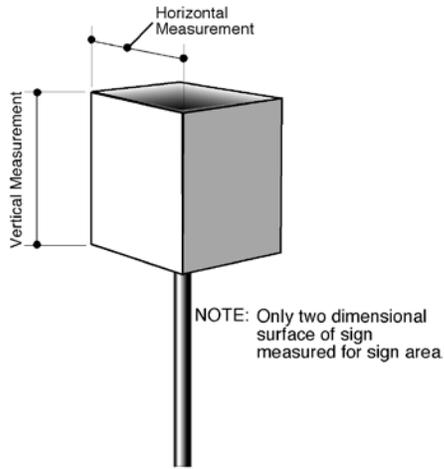


Wall Sign Example

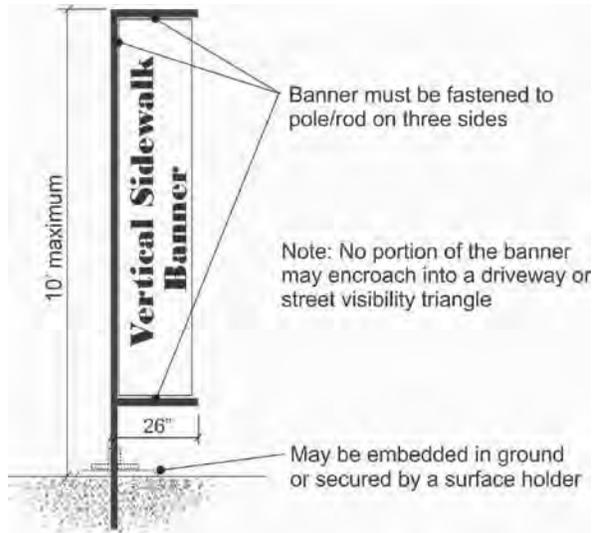


NOTE: Two sq.ft. of sign area for each one linear foot of store front or tenant front

Pole Sign Measurement Examples



Sidewalk Vertical Banner





Council Agenda Background

PRESENTER: Don Henderson, Parks Superintendent

DATE: 09/11/12

Council Mission Area: Provide a safe and friendly community environment.

ITEM:

Approval of a resolution authorizing the City Manager to enter into a contract for city-wide mowing services with Lawn Associates, Inc. in the amount of \$178,275.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

On February 26, 2012 and March 4, 2012, the City advertised for bids for city-wide mowing services. The mowing contract covers all facilities, rights of way, medians, and undeveloped property not mowed by Parks Maintenance staff. This contract includes the additional property acquired since 2008 as well as one additional mowing for the rights of way, five additional mowings for the medians, and one more mowing for the facilities and unimproved lands. The annual mowing schedule is as follows:

MONTH	ROW	MEDIAN	FACILITIES	UNIMPROVED LAND/ MISC.	DRAINAGE AREAS
FEBRUARY	1	2	2	1	1
MARCH	2	3	3	0	0
APRIL	2 (1)	3 (2)	3	1	1
MAY	2 (1)	3 (2)	4	1	0
JUNE	2 (1)	3 (2)	4	1	1
JULY	2 (1)	3 (2)	4	1	0
AUGUST	2 (1)	2 (2)	4	1	1
SEPT.	2 (1)	4	4	1	0
OCTOBER	1	3	3	0	1
NOVEMBER	1	3	2	0	0
ANNUAL TOTAL	23	34	33	7	5

All Rights-of-Way will be mowed according to this schedule with the exception of Martin Dr., Harwood Rd., Central Dr., and Cheek Sparger. In the months indicated with (1) the areas will be mowed every TEN DAYS and not the 15 days like the rest of the Rights-of-Way.

In the months indicated with (2) an additional median mowing will occur on Central Dr. and Harwood Rd.

The previous contract amount was \$159,525. Funding for the increase in the mowing service is included in the FY 2012/2013 Program of Services. Five contractors picked up packets and two bids were received and opened on March 19, 2012.

Lawn Associates, Inc.	\$178,275
Flohrstar Landscaping	\$188,222
The Lawn Firm	no bid
Nature Design	no bid
Jeff Williams	no bid

The contract period for mowing services will be from October 1, 2012 to September 30, 2013 with the possibility of three one-year extensions as outlined in the bid documents. The current contract expires September 30, 2012.

Lawn Associates is the contractor that has provided the mowing services to the City of Bedford for the last contract period. In addition, staff contacted other references for Lawn Associates and received excellent reviews.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract for city-wide mowing services with Lawn Associates, Inc. in the amount of \$178,275.

FISCAL IMPACT:

Parks 01-65-34-8310 - \$142,536
Water 03-45-50-8310 - \$6,600
Stormwater 03-45-60-8310 - \$18,810
Old Bedford School 02-65-57-8201 - \$10,329

ATTACHMENTS:

Resolution
Bid Tab

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR CITY-WIDE MOWING SERVICES WITH LAWN ASSOCIATES, INC. IN THE AMOUNT OF \$178,275.

WHEREAS, the City Council of Bedford, Texas has reviewed the bids received on March 19, 2012; and,

WHEREAS, Lawn Associates, Inc. has provided the lowest cost for the city-wide mowing services as outlined in the bid documents and is a qualified bidder; and,

WHEREAS, the contract period will be from October 1, 2012 to September 30, 2013 with the possibility of three successive one-year extensions beginning on October 1 of succeeding years.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEDFORD, TEXAS:

SECTION 1. That the City Manager be authorized to execute all documents and enter into a contract with Lawn Associates, Inc. from October 1, 2012 until September 30, 2013 for the cost of \$178,275. The City of Bedford, Texas does hereby agree to extend this contract providing that the contractor provides services per the contract.

SECTION 2. That this resolution shall take effect from and after the date of passage.

SECTION 3. That the City Council authorizes Community Services staff to coordinate the contract agreement.

PASSED AND APPROVED this 11th day of September 2012, by a vote of ___ayes, ___nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

L. Stan Lowry, City Attorney

SUMMARY					
COMPANY	EXECUTED PROPOSAL	ADDENDUM			
Lawn Associates Inc.		N/A	\$178,275		
Flohrstar Landscaping		N/A	\$188,222		
		N/A			



Council Agenda Background

<u>PRESENTER:</u> Roger Gibson, Police Chief Mirenda McQuagge-Walden, Managing Director of Community Services		<u>DATE:</u> 09/11/12
Council Mission Area: Provide a safe and friendly community environment.		
<u>ITEM:</u> Consider a resolution of the City Council of Bedford, Texas, authorizing the submission of an application regarding the Repeat Victimization Program for the Mayors Challenge. City Attorney Review: N/A City Manager Review: _____		
<u>DISCUSSION:</u> Staff will present the Mayors Challenge application focusing on the Police Department's Repeat Victimization program. The deadline to submit the application September 14, 2012.		
<u>RECOMMENDATION:</u> Staff recommends the following motion: Approval of a resolution of the City Council of Bedford, Texas, authorizing the submission of an application regarding the Repeat Victimization Program for the Mayors Challenge.		
<u>FISCAL IMPACT:</u> N/A	<u>ATTACHMENTS:</u> Resolution	

RESOLUTION NO. 12-

A RESOLUTION OF THE CITY COUNCIL OF BEDFORD, TEXAS, AUTHORIZING THE SUBMISSION OF AN APPLICATION REGARDING THE REPEAT VICTIMIZATION PROGRAM FOR THE MAYORS CHALLENGE.

WHEREAS, the City Council of Bedford, Texas finds it in the best interest of the citizens of Bedford to submit an application to the Mayors Challenge; and,

WHEREAS, the City Council of Bedford, Texas agrees that the Repeat Victimization Program best meets the criteria of the program; and,

WHEREAS, the City Council of Bedford, Texas authorizes staff to submit the application.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEDFORD, TEXAS:

SECTION 1. That the City Council authorizes the submission of the award application regarding the Repeat Victimization Program for the Mayors Challenge.

PRESENTED AND PASSED this 11th day of September 2012, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



Council Agenda Background

PRESENTER: John F. Kubala, P.E., Public Works Director

DATE: 09/11/12

Council Mission Area: Be responsive to the needs of the community.

ITEM:

Consider a resolution authorizing the City Manager to enter into a contract with Alsay Incorporated in the amount of \$1,871,520 for the Construction of Simpson Terrace Potable Water Well.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

On January 31, 2012 bids were received for the construction of the Simpson Terrace Water Well and Various Facilities. The project consisted of drilling a new water well at the existing Simpson Terrace elevated tank site, installation of new chemical feed equipment at the Simpson Terrace and Stonegate Well sites, installation of a supervisory control and data acquisition (SCADA) system in order to remotely operate both wells and the associated chemical feed systems. The low bid was submitted by Red River Construction Co. in the amount of \$2,869,350. The Consultant Engineer's Opinion of Probable Cost at that time was \$1,694,100. On February 26, 2012 City council rejected the bid.

The Consultant and the Public Works staff reworked the bid package to separate it into four projects:

- 1) Drilling a new water well.
- 2) Furnishing and installing new chemical feed equipment at the Simpson Terrace and Stonegate Well sites.
- 3) Furnishing and installing a supervisory control and data acquisition (SCADA) system in order to remotely operate both wells and the associated chemical feed systems.
- 4) Furnishing and installing piping for the new well to connect to the existing water system.

Bids have been received on all four projects. The total cost of all four projects is \$2,500,320 as shown below:

- 1) Well - \$1,871,520
- 2) Chemical Feed Equipment - \$438,800
- 3) SCADA - \$136,500
- 4) Piping - \$53,500

This is a total cost of \$2,500,320, a savings of \$369,030 from the original bid of \$2,869,350.

Alsay Incorporated submitted the low bid in the amount of \$1,871,520 for the Construction of Simpson Terrace Potable Water Well. Funding will come from the 2011 and the 2012 Water Certificates of Obligation.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with Alsay

Incorporated in the amount of \$1,871,520 for the Construction of Simpson Terrace Potable Water Well.

FISCAL IMPACT:

\$1,871,520 will come from the 2011 and the 2012 Water Certificates of Obligation.

ATTACHMENTS:

Resolution
Bid Tabulation
Location Map

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ALSAY INCORPORATED IN THE AMOUNT OF \$1,871,520 FOR THE CONSTRUCTION OF SIMPSON TERRACE POTABLE WATER WELL.

WHEREAS, the City Council of Bedford, Texas determines the necessity for the construction of this potable water well; and,

WHEREAS, these improvements will provide for an economical source of potable water.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEDFORD, TEXAS:

SECTION 1. That the City Council authorizes the City Manager to enter into a contract with Alsay Incorporated in the amount of \$1,871,520.00 for the construction of Simpson Terrace Potable Water Well.

SECTION 2. Funding in the amount of \$1,871,520.00 will come from the 2011 and the 2012 Water Certificates of Obligation.

PASSED AND APPROVED the 11th day of September 2012, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

**Bid/Project Name: Construction of Simpson Terrace
Potable Water Well**

Bid/Project Number	WA-11-01.1
Bid Opening Date:	June 5, 2012
Bids Issued:	
Bids Rec'd:	1
1st Addendum:	May 31, 2012



Name of Bidder	Alsay Incorporated
Address	6615 Gant Road
City, State, Zip	Houston, Texas 77066
Telephone / Fax	281-444-6960 / 281-444-7081
Email	joe.slavik@alsaywater.com
Contact	Joe Slavik

Bid 1

BID SCHEDULE					
#	Item	Qty	Unit	Unit Price	Extended Price
1	Furnish and install labor and materials to drill a test well to determine the feasibility of establishing a new potable water well. Includes logging and test report.	1600	VF	\$400.00	\$640,000.00
2	Furnish labor and materials to drill, develop, and establish a new potable water well. Includes drilling, casing, packing, screen, well head, and disinfection.	1600	VF	\$400.00	\$640,000.00
3	Furnish and install 2300 VAC, 300 hp, 800 gpm well pump and motor, motor controller, column piping, pressure gauges (2), motor wiring, and air lines.	1	LS	\$187,000.00	\$187,000.00
4	Furnish labor and materials to install above ground well pad and piping. Includes installing new concrete pad, spool pieces, check valve, air relief, and flowmeter.	1	LS	\$60,500.00	\$60,500.00
5	Coordination with ONCOR Electric Delivery for providing a new 277/480V pad mounted transformer and electrical service.	1	LS	\$1,500.00	\$1,500.00
6	Furnish and install labor and materials for new site electrical service. Includes concrete pad, conduit, wiring devices, switchgear, 480/2400VAC transformer, motor starter, lighting panels, mounting rack, and termination at new and existing devices.	1	LS	\$290,000.00	\$290,000.00
7	Perform thirty-six (36) hour pump test including sampling and laboratory testing per TCEQ and AWWA requirements.	1	LS	\$18,500.00	\$18,500.00
8	Registration of the new potable water well with all appropriate regulatory agencies.	1	LS	\$1,000.00	\$1,000.00
9	Startup and training on new pump, motor, and starter by factory authorized representative.	2	DA	\$3,000.00	\$6,000.00
10	Furnish and install labor and materials to install 6' chain link fence with barbed wire topper around the new well site. Includes drive gate and paving modifications as shown on plans.	210	LF	\$50.00	\$10,500.00
11	Site restoration including leveling areas with topsoil and seeding on all disturbed areas.	1	LS	\$8,700.00	\$8,700.00
12	Temporary disconnection of the park yard lighting and reconnection after drilling and pump installation.	1	LS	\$2,300.00	\$2,300.00
13	Drilling test hole more or less than specified 1600 VF.	1	VF	\$100.00	\$100.00
14	Plugging test well if directed to do so by Engineer if test well indicates installation of a new well at this site is not feasible.	1	LS	\$5,000.00	\$5,000.00
15	Drilling the permanent well more or less than specified 1600 VF.	1	VF	\$100.00	\$100.00
16	Furnish & install more or less 16" casing pipe per vertical foot than specified.	1	VF	\$65.00	\$65.00

DELTATEK ENGINEERING
Firm Registration F-4419
14114 DALLAS PARKWAY, SUITE 480
DALLAS, TEXAS 75254
469-374-9800 fax 469-374-9801
bn@deltatekeng.com



Bid/Project Name: Construction of Simpson Terrace
Potable Water Well

Bid/Project Number	WA-11-01.1
Bid Opening Date:	June 5, 2012
Bids Issued:	
Bids Rec'd:	1
1st Addendum:	May 31, 2012



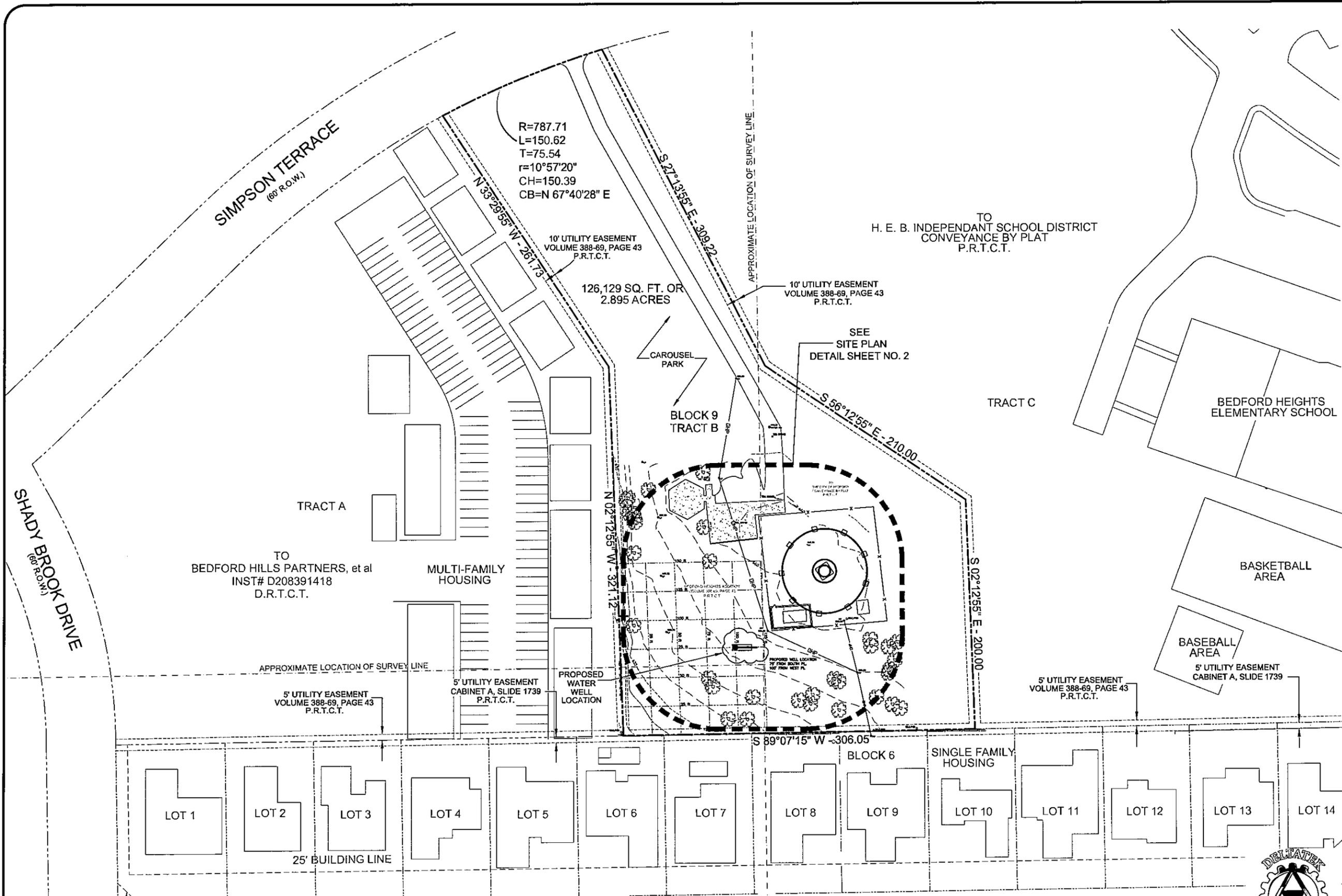
Name of Bidder		Alsay Incorporated			
Address		6615 Gant Road			
City, State, Zip		Houston, Texas 77066			
Telephone / Fax		281-444-6960 / 281-444-7081			
Email		joe.slavik@alsaywater.com			
Contact		Joe Slavik			
Bid 1					
BID SCHEDULE					
#	Item	Qty	Unit	Unit Price	Extended Price
17	Furnish & install more or less well screen per vertical foot than specified.	1	VF	\$150.00	\$150.00
18	Furnish & install more or less well blank per vertical foot than specified.	1	VF	\$35.00	\$35.00
19	Furnish & install more or less gravel pack per vertical foot than specified.	1	VF	\$30.00	\$30.00
20	Furnish & install column pipe, cable and airline per vertical foot than specified.	1	VF	\$40.00	\$40.00
TOTAL BASE BID					\$1,871,520.00
Notes:		Bid Bond Included Addendum Acknowledged			

Low Bid Vendor: Alsay Incorporated



DELTATEK ENGINEERING
Firm Registration F-4419
14114 DALLAS PARKWAY, SUITE 480
DALLAS, TEXAS 75254
469-374-9800 fax 469-374-9801
bn@deltatekeng.com

File: P:\Bedford City Projects\Simpson Terrace Well & SCADA Drawings\Site-1.dwg | Release: 17.0x (US Tech)
 Xrefs: Border.dwg Station: jsmm
 12/23/10 09:32



DESIGNED BY: DELTATEK ENGINEERING
 DRAWN BY: J. SIMON
 REVIEWED BY: DELTATEK ENGINEERING
 PLOT SCALE: AS NOTED
 FILE NAME: PROJECT #756-5061401.DWG
 DATE: AUGUST 2009



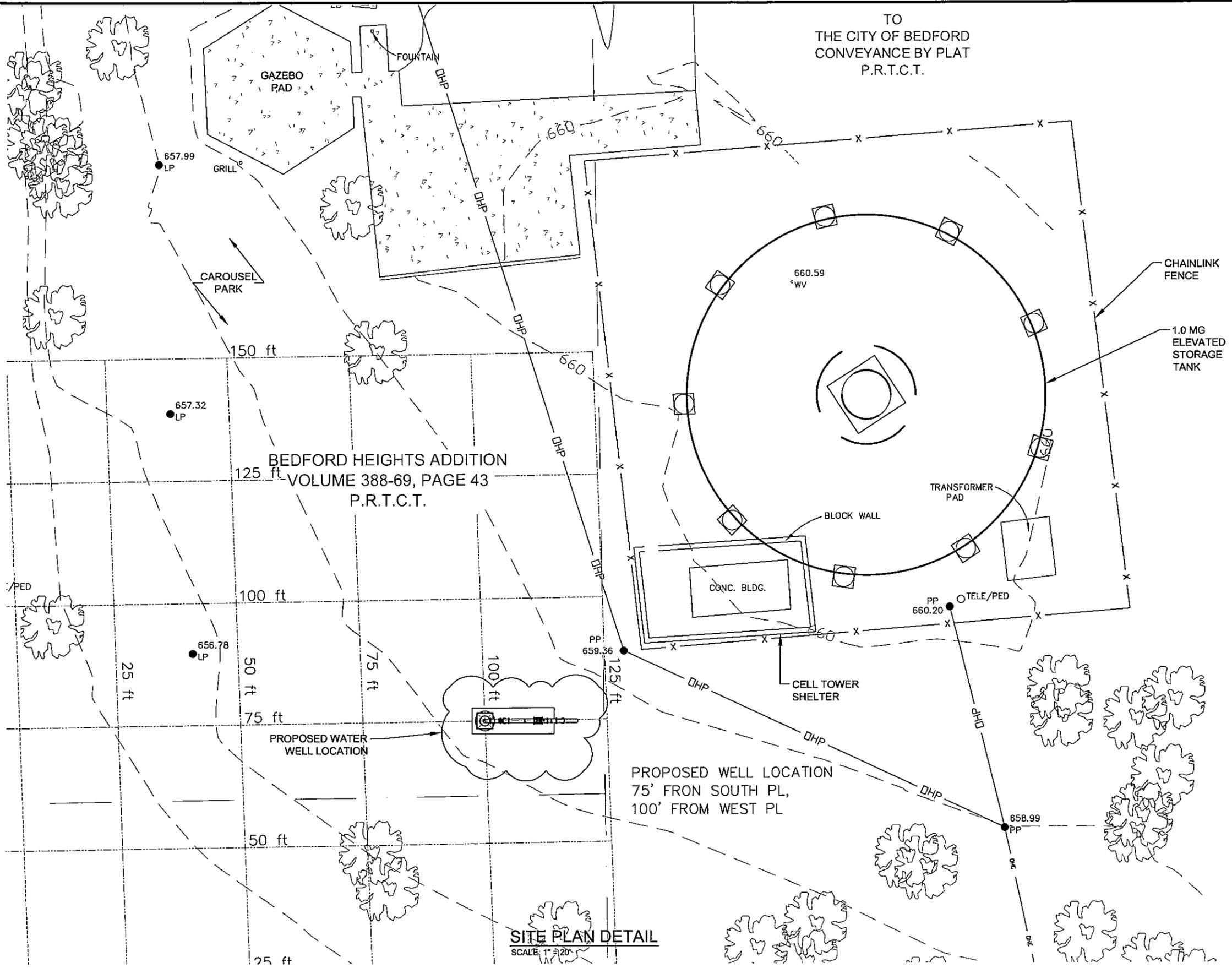
SITE PLAN
 CONSTRUCTION OF SIMPSON TERRACE
 POTABLE WATER WELL
 INCLUDING CHEMICAL FEED AND MONITORING
 STONEGATE CHEMICAL FEED AND MONITORING
 & SCADA SYSTEM FOR WATER FACILITIES
 CITY OF BEDFORD, TEXAS

DELTATEK ENGINEERING
 REGISTRATION NUMBER: F-4419
 14114 DALLAS PARKWAY, SUITE 480
 DALLAS, TEXAS 75254
 PHONE: 469-374-9800
 www.deltatekeng.com



SITE PLAN
 SCALE: 1" = 40'

File: P:\Bedford City Projects_Simpson Terrace Well & SCADA Drawings_Site-1.dwg | Release: 17.0p (LMS Tech)
 Site: Simpson Terrace Well & SCADA System
 12/23/10 08:33



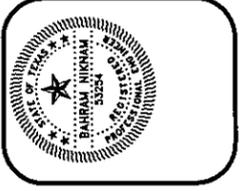
TO
 THE CITY OF BEDFORD
 CONVEYANCE BY PLAT
 P.R.T.C.T.

BEDFORD HEIGHTS ADDITION
 VOLUME 388-69, PAGE 43
 P.R.T.C.T.

SITE PLAN DETAIL
 SCALE: 1" = 20'



DESIGNED BY:	DELTA TEK ENGINEERING
DRAWN BY:	J. SIMON
REVIEWED BY:	DELTA TEK ENGINEERING
PLOT SCALE:	AS NOTED
FILE NAME:	PROJECT #P365-60610010080
DATE:	AUGUST 2009



SITE PLAN DETAIL
 CONSTRUCTION OF SIMPSON TERRACE
 POTABLE WATER WELL
 INCLUDING CHEMICAL FEED AND MONITORING
 STONEGATE CHEMICAL FEED AND MONITORING
 & SCADA SYSTEM FOR WATER FACILITIES
 CITY OF BEDFORD, TEXAS

DELTA TEK ENGINEERING
 REGISTRATION NUMBER: F-4419
 14114 DALLAS PARKWAY, SUITE 480
 DALLAS, TEXAS 75254
 PHONE: 469-374-9800
 www.deltatekeng.com

SHEET NO.
2
 OF X



Council Agenda Background

PRESENTER: John F. Kubala, P.E., Public Works Director

DATE: 09/11/12

Council Mission Area: Be responsive to the needs of the community.

ITEM:

Consider a resolution authorizing the City Manager to enter into a contract with Red River Construction Company in the amount of \$658,800 for the Construction of Chemical Feed and Monitoring at Simpson Terrace and Stonegate Potable Water Wells.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The City of Bedford purchases treated water from the Trinity River Authority's (TRA) Tarrant County Water Supply Project (TCWSP). The combination of treated water from the TCWSP and the existing Stonegate well and the proposed Simpson Terrace well produces taste and odor problems. The reason is TRA disinfects its TCWSP water with chloramine rather than with free chlorine gas which the City uses at the Stonegate well. This project will change the chemical disinfection system at Stonegate well to chloramine and install a chloramine system at the Simpson Terrace well. Chloramine is a more current, stable and safer disinfectant system.

In order to be permitted an exemption to change from free chlorine to chloramine, TCEQ under authority of 30 TAC §290.42 required documentation and approval of plans and specifications that included systems for chemical feed and monitoring including Supervisory Control And Data Acquisition (SCADA). TCEQ granted approval of the plans on April 24, 2012.

The low bid (base) was submitted by Red River Construction Company in the amount of \$658,800. Funding will come from the 2011 and the 2012 Water Certificates of Obligation.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with Red River Construction Company in the base bid amount of \$658,800 for the Construction of Chemical Feed and Monitoring at Simpson Terrace and Stonegate Potable Water Wells.

FISCAL IMPACT:

\$658,800 will come from the 2011 and the 2012 Water Certificates of Obligation.

ATTACHMENTS:

Resolution
Bid Tabulation

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AND WITH RED RIVER CONSTRUCTION COMPANY IN THE AMOUNT OF \$658,800 FOR THE CONSTRUCTION OF CHEMICAL FEED AND MONITORING AT SIMPSON TERRACE AND STONEGATE POTABLE WATER WELLS.

WHEREAS, the City Council of Bedford, Texas determines the necessity for the construction of Chemical Feed and Monitoring at Simpson Terrace and Stonegate Potable Water Wells; and,

WHEREAS, these improvements will provide for an economical source of potable water.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEDFORD, TEXAS:

SECTION 1. That the City Council authorizes the City Manager to enter into a contract with Red River Construction Company in the amount of \$658,800 for the Construction of Chemical Feed and Monitoring at Simpson Terrace and Stonegate Potable Water Wells.

SECTION 2. Funding in the amount of \$658,800 will come from the 2011 and the 2012 Water Certificates of Obligation.

PASSED AND APPROVED the 11th day of September 2012, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

Bid/Project Name: Chemical Feed and Monitoring Simpson**Terrace and Stonegate Wells****Bid/Project Number** WA-11-01.3**Bid Opening Date:** June 19, 2012**Bids Rec'd:** 1**1st Addendum:** May 30, 2012**2nd Addendum:** June 14, 2012

Name of Bidder		Red River Construction Co.			
Address		2804 Capital St.			
City, State, Zip		Wylie, Texas 75098			
Telephone / Fax		972-578-0127 / 972-578-1043			
Email		dean.porter@redriverconstruction.com			
Contact		Dean Porter			
Bid 1					
BID SCHEDULE					
#	Item	Qty	Unit	Unit Price	Extended Price
SIMPSON TERRACE WELL					
1	Furnish and install chemical feed equipment at this site. Includes equipment slab, storage shelter, equipment, piping, sample and injection points in manholes as detailed on the drawings. First chemical fill shall be furnished by the contractor and shall be coordinated with the Owner.	1	LS	\$298,000.00	\$298,000.00
2	Provide a three (3) year service agreement on all chemical equipment. Includes routine maintenance, emergency repairs and consumables.	1	LS	\$30,000.00	\$30,000.00
STONEGATE WELL					
3	Startup and training on new chemical equipment by factory authorized representative.	2	DA	\$1,700.00	\$3,400.00
4	Furnish and install chemical feed equipment at this site. Includes equipment slab, storage shelter, equipment, piping, sample and injection points in manholes as detailed on the drawings. First chemical fill shall be furnished by the contractor and shall be coordinated with the Owner.	1	LS	\$294,000.00	\$294,000.00
5	Provide a three (3) year service agreement on all chemical equipment. Includes routine maintenance, emergency repairs and consumables.	1	LS	\$30,000.00	\$30,000.00
6	Startup and training on new chemical equipment by factory authorized representative.	2	DA	\$1,700.00	\$3,400.00
TOTAL BASE BID					\$658,800.00
ALTERNATE BID					
7	Deduction for not providing the chemical feed and storage building and concrete slab.	2	EA	(\$55,000.00)	(\$110,000.00)
TOTAL BASE BID + ALTERNATE BID					\$548,800.00
Notes:			Bid Bond Included Addenda 1 & 2 Acknowledged		

Low Bid Vendor: Red River Construction Co.

DELTATEK ENGINEERING
 Firm Registration No. F-4419
 14114 DALLAS PARKWAY, SUITE 480
 DALLAS, TEXAS 75254
 469-374-9800
 bn@deltatekeng.com



Council Agenda Background

PRESENTER: John F. Kubala, P.E., Public Works Director

DATE: 09/11/12

Council Mission Area: Be responsive to the needs of the community.

ITEM:

Consider a resolution authorizing the City Manager to enter into Change Order #1 with Red River Construction Company in the amount of \$220,000 to reduce the authorized contracted amount for the Construction of Chemical Feed and Monitoring at Simpson Terrace and Stonegate Potable Water Wells.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The low bid was submitted by Red River Construction Company in the amount of \$658,800. Working with the Contractor, Public Works staff was able to reduce the base bid by \$220,000 to \$438,800. Funding will come from the 2011 and the 2012 Water Certificates of Obligation.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into Change Order #1 with Red River Construction Company in the amount of \$220,000 reduce the authorized contracted amount for the Construction of Chemical Feed and Monitoring at Simpson Terrace and Stonegate Potable Water Wells.

FISCAL IMPACT:

Savings of \$220,000.

ATTACHMENTS:

Resolution
Change Order

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO CHANGE ORDER # 1 WITH RED RIVER CONSTRUCTION COMPANY IN THE AMOUNT OF \$220,000 TO REDUCE THE AUTHORIZED CONTRACTED AMOUNT FOR THE CONSTRUCTION OF CHEMICAL FEED AND MONITORING AT SIMPSON TERRACE AND STONEGATE POTABLE WATER WELLS.

WHEREAS, the City Council of Bedford, Texas determines the necessity for the construction of Chemical Feed and Monitoring at Simpson Terrace and Stonegate Potable Water Wells; and,

WHEREAS, these improvements will provide for an economical source of potable water.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEDFORD, TEXAS:

SECTION 1. That the City Council authorizes the City Manager to enter into Change Order #1 with Red River Construction Company in the amount of \$220,000 to reduce the authorized contracted amount for the Construction of Chemical Feed and Monitoring at Simpson Terrace and Stonegate Potable Water Wells.

SECTION 2. Reduction of the contract from \$658,800 to \$438,800, saving \$220,000.

PASSED AND APPROVED the 11th day of September 2012, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



Contract Change Order

PROJECT:	<u>Chemical Feed and Monitoring</u> <u>Simpson Terrace & Stonegate Wells</u>	Project No. WA-11-01.3
OWNER:	<u>City of Bedford</u>	
CONTRACTOR:	<u>Red River Construction Company</u>	DATE: <u>07/19/12</u>
ENGINEER:	<u>Deltatek Engineering</u>	
CHANGE ORDER NO.:	<u>1</u>	

- Make the following additions/modifications to the work described in the Contract Documents:
1. Deduction for modifications to the chemical facility, equipment, and warranty as per revised specifications 11242, 11243, & 11245 dated July 17, 2012 and revised drawings and equipment data sheets attached to this Change Order at the Simpson Terrace Well Site. (\$110,000.00)
 2. Deduction for modifications to the chemical facility, equipment, and warranty as per revised specifications 11242, 11243, & 11245 dated July 17, 2012 and revised drawings and equipment data sheets attached to this Change Order at the Stonegate Well Site. (\$110,000.00)
- Total Change: (\$220,000.00)

The compensation agreed upon in this Change Order is full, complete and final payment for all costs the Contractor may incur as a result of or relating to this change whether said costs are known, unknown, foreseen or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged work as a result of this Change.

Previous Contract Amount	\$658,800.00
Net Change in Contract Amount	(\$220,000.00)
Revised Contract Amount	\$438,800.00

This change order adds 0 calendar days to the completion date.

<p>Approved by RED RIVER CONSTRUCTION COMPANY</p> <hr/> <p>By: Dean Porter</p> <hr/> <p>Date</p>	<p>Approved by DEPARTMENT OF PUBLIC WORKS</p> <hr/> <p>By: John Kubala, P.E.</p> <hr/> <p>Date</p>
<p>Approved by DELTATEK ENGINEERING</p> <hr/> <p>By: Bahram Niknam, P.E.</p> <hr/> <p>Date</p>	<p>Approved by CITY MANAGER</p> <hr/> <p>By: Beverly Griffith</p> <hr/> <p>Date</p>

**SECTION 11242
SODIUM HYPOCHLORITE FEED SYSTEM**

1.00 GENERAL

1.01 WORK INCLUDED

- A. Furnish labor, materials equipment and incidentals necessary to install a sodium hypochlorite liquid feed system. The sodium hypochlorite feed system shall include chemical metering pumps, all necessary piping, valves, fittings, supports, electrical controls and accessories as shown on the attached drawing and specified herein.

- B. Two (2) complete metering pump systems shall contain the following:
 - 1. Polypropylene or polyethylene skid with drip lip
 - 2. Metering pumps
 - 3. Calibration columns
 - 4. Pressure gauges
 - 5. Ball valves and unions
 - 6. Pressure relief valves
 - 7. Backpressure valves
 - 8. Wye Strainer
 - 9. System to be bolted on containment pallet
 - 10. Thirty (30) gal day tank
 - 11. Level instrument for chemical storage drums
 - 12. Provide a single pump control panel to operate both liquid ammonium sulfate and sodium hypochlorite pump systems

- C. Test equipment. The following shall be delivered to the Owner for their use in field testing:
 - 1. Furnish one (1) Hach Series DR/850 Colorimeters Model No. 4845000. Units shall include Complete Water Quality Lab Kit Model 850600.

1.02 QUALITY ASSURANCE

A. ACCEPTABLE MANUFACTURERS

- 1. Prominent Fluid Controls, Inc., or approved equal

B. MANUFACTURER'S REPRESENTATIVE FOR STARTUP AND TESTING

- 1. All pumps and components shall be shop-tested for capacity and pressure prior to shipment with documented results provided.
- 2. The services of the Manufacturer's technical representative shall be provided for pre-startup installation checks, startup assistance, training of Owner's operating personnel, troubleshooting and other services.

**SECTION 11243
LAS FEED SYSTEM**

1.00 GENERAL

1.01 WORK INCLUDED

- A. Furnish labor, materials equipment and incidentals necessary to install a LAS liquid feed system. The LAS feed system shall include chemical metering pumps, all necessary piping, valves, fittings, supports, electrical controls and accessories as shown on the attached drawing and specified herein.

- B. The metering pump system shall contain the following:
 - 1. Polypropylene or polyethylene skid with containment basin
 - 2. Metering pumps
 - 3. Calibration columns
 - 4. Pressure gauges
 - 5. Ball valves and unions
 - 6. Pressure relief valves
 - 7. Backpressure valves
 - 8. Basket Strainer
 - 9. System to be bolted on containment pallet
 - 10. Thirty (30) gal day tank
 - 11. Level instrument for chemical storage drums

1.02 QUALITY ASSURANCE

- A. ACCEPTABLE MANUFACTURERS
 - 1. Prominent Fluid Controls, Inc., or approved equal.

- B. MANUFACTURER'S REPRESENTATIVE FOR STARTUP AND TESTING
 - a. All pumps and components shall be shop-tested for capacity and pressure prior to shipment with documented results provided.
 - b. The services of the Manufacturer's technical representative shall be provided for pre-startup installation checks, startup assistance, training of Owner's operating personnel, troubleshooting and other services.

1.03 SUBMITTALS

- A. Submittals shall be accordance with the General Conditions of the Agreement and shall include:
 - 1. Product Data
 - 2. Operation and Maintenance Manuals

SECTION – 11245
CHEMICAL FEED STORAGE SHELTER

PART 1 - General Information

1.01. Scope

- A. A 12'W X 16'L x 8'H Shelter shall be provided to house the chemical feed equipment. The Shelter shall be molded fiberglass or precast concrete panel construction. The door shall be of fiberglass sandwich construction 1-3/4 inches thick.
- B. The SHELTER shall be designed to withstand wind and snow loads in accordance with the international building code (IBC). Appropriate anchorage of the shelter to the concrete slab shall be coordinated with the shelter manufacturer. Shelter shall be provided by Associated Fiberglass Enterprises.
- C. The SHELTER shall be furnished with the following standard equipment and accessories:
- Pre-wired using 12 ga. wiring in UL listed non-metallic flexible, liquid tight conduit
 - 125A, main lug, 8 branch circuit panel in NEMA 3R thermoplastic enclosure
 - Duplex outlets (115V)
 - Interior vapor-resistant light
 - Non-metallic intake or exhaust fan with screened hood and 16 mesh insect screen
 - Outside weatherproof switch for fan and light
 - Fixed ventilation louver with 16 mesh insect screen
 - Locking door knob
 - Cadmium plated lifting eye
 - Door gasket
 - Spring cushioned crash stop on door
 - Fiberglass awning above door
 - Equipment mounting board laminated in wall with FRP
 - 1" Polyisocyanurate foam insulation core
- D. The supplier shall submit engineering drawings for approval. As a minimum, the drawings shall show the configuration of the SHELTER with overall dimensions, location of the door, louver, fan, equipment board and electrical components including a wiring schematic.

1.02 Warranty

- A. Two year manufacturer's warranty shall be provided.

1.03 Options:

A. Doors & Hardware:

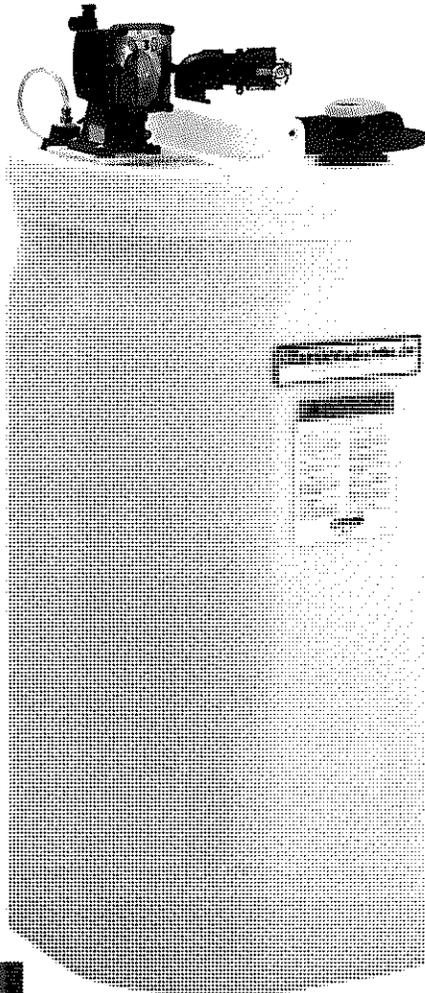
1. Window in Door (12"x18") – Wire Reinforced Glass or Polycarbonate
2. Double Doors 6'
3. Panic Hardware (Aluminum or Stainless Steel)
4. 2-Point Latch (Stainless Steel)
5. Door Sweeps
6. Door Closer

Double Wall Containment Mini-Bulk

Smaller dual-containment tanks provide added safety and environment protection in more confined or remote storage locations. The advanced double wall tank design is enclosed to prohibit foreign matter from entering the secondary containment tank, and a unique octagonal shape provides optimal spacing and sealing surface for the industry's most reliable transition fitting.

Features:

- Available in HDLPE and XLPE resin packages
- Primary tank is available in both closed and open-top designs
- Secondary tank provides 115-120% of inner tank's capacity; complies with CRF-264.193.
- Transition fitting allows side safe installation and long-term sealing power through both walls of the tank
- Large, flat surface area provides ample space for a variety of fitting sizes and styles
- Rib reinforced flat-top design provides ample surface space for chemical feed pump mounting
- Narrow diameter provides location versatility to fit through most any doorway
- Forklift and pallet jack accessible design on 275-, 360- and 500-gallon models
- Optional top draw tube assembly
- Optional 2" vent provides vacuum relief for interior tank
- Optional all-poly elevation stands create more room for plumbing and other system requirements without using additional floor space



Shown with Optional Equipment

Double Wall Containment Tanks Mini-Bulk

Tank Size (Gal.)	Dimensions (In.)		Primary Tank Specific Gravity	Manway Fill (In.)	XLPE		HDPE	
	Diameter	Height			Part Number	List Price Ea. (\$)	Part Number	List Price Ea. (\$)
35	19	36	1.9	6	1000200N42	537.00	1000200N45	423.00
60	25 ³ / ₄	40 ³ / ₄	1.9	14	1000300N42	636.00	1000300N45	500.00
120	33	49	1.9	14	5980000N42	1,076.00	5980000N45	888.00
150	33 ³ / ₄	60	1.9	14	1000400N42	974.00	1000400N45	1,024.00
275	47	63 ³ / ₄	1.9	14	1000500N42	1,800.00	1000500N45	1,502.00
360	53	60 ³ / ₄	1.9	14	1000600N42	2,130.00	1000600N45	1,864.00
500	48	65	1.9	14	1000800N42	2,800.00	1000800N45	2,239.00

Tank Stand Features:

- All plastic corrosion-resistant
- Plastic stands elevate tanks off the floor 12-18" for fitting and piping clearance
- Heavy-duty plastic stand is corrosion proof and available for both flat and cone bottom tanks



Shown with Tank

Optional Elevation Stands

Part Number	Diameter (In.)	Bottom Clearance (In.)	List Price Ea. (\$)
1370000N45	22	12	376.00
1370001N45	22	18	434.00
1690000N45	30	12	568.00
1690001N45	30	18	651.00
1730000N45	36	12	682.00
1730001N45	36	18	785.00
1750000N45	42	12	796.00
1750001N45	42	18	914.00
1760000N45	48	12	948.00
1760001N45	48	18	1,089.00



Associated Fiberglass Enterprises

A Shumard Corporation Company 2411 Weaver Street • Fort Worth, TX 76117

Toll Free: 800-798-6561 • Office: 817-838-6786 • FAX:817-838-6789

Website: www.afetexas.com e-mail: stephen@afetexas.com

Shelter Building Quotation Form

Customer: Red River Construction

Project: Bedford Chemical System

Date: 7/2/12

Ship-to Address: Bedford, TX

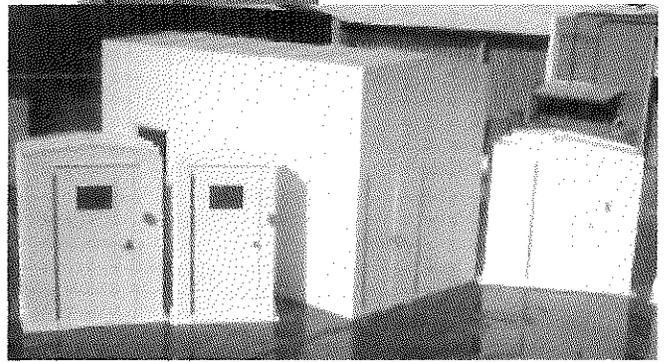
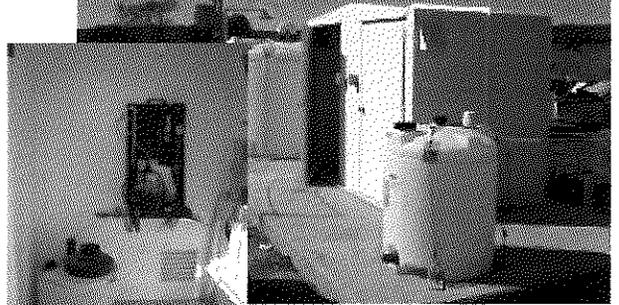
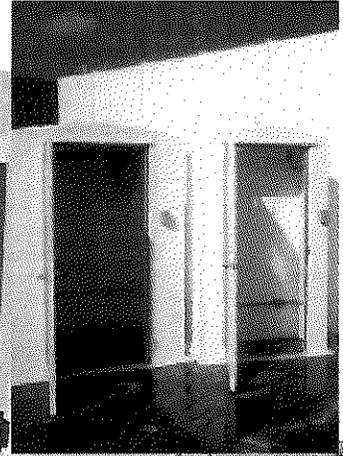
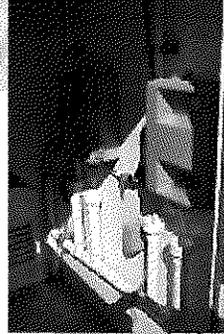
This quotation is for 1) AFE fiberglass shelter. The shelter will include our standard electrical equipment package with an 623cfm fan and 12" x 12" aluminum louver, 2) duplex outlets, a 120/240 Volt, 125Amp, Main Lug, 8-branch breaker Panel in a Nema3R enclosure, an incandescent light fixture and exterior switches for the fan and lamp. The shelter will have a 72" x 80" double door with Aluminum Panic Hardware on the active door and barrel bolts on the passive door, stainless steel piano hinges and CAD plated crash stop. The active door will also include a switch that will operate the fan and lamp. There will be a Cad plated eye bolt in the roof for lifting and the shelter will have UV-resistant, white gel-coat inside and outside.

SHELTERS

AFE's one-piece fiberglass shelters provide a lightweight, corrosion-resistant, insulated building which is easy to install and virtually maintenance free:

- The exterior and interior surfaces are covered with polyester gel coat which eliminates the need for painting.
- Gasketed door prevents leakage. Built-in lifting eyes make these units simple to lift into place.
- The shelters are insulated with one-inch isocyanurate foam in the walls, roof and door.
- The fiberglass-laminate encapsulated foam has an R-value greater than 6. Standard sizes range from 2'-4" long x 4'-6" wide to 12'-0" long x 12'-0" wide.
- Extended lengths are available.
- AFE shelters have pre-wired corrosion-resistant fixtures.

Standard equipment includes a fan (intake or exhaust), vent, electrical panel, duplex outlets, vapor-tight lamp, stainless steel hardware, and equipment mounting provisions. Options include a window in the door, heater, panic bar, fire-retardant construction and partitions.



Associated Fiberglass Enterprises

Mailing: P.O. Box 14335 Fort Worth TX 76117 • Physical: 2417 Weaver Street Fort Worth TX 76117 • Voice: 800-798-6561/817-838-6786 • Fax: 817-838-6789 • Web: www.afetexas.com • Email: sales@afetexas.com

ASSOCIATED FIBERGLASS ENTERPRISES

SHELTERS

MODEL NUMBER	L	SIZE W	H
2854	2'-4"	4'-6"	7'-0"
4848	4'-0"	4'-0"	7'-0"
5472	4'-6"	6'-0"	7'-0"
7272	6'-0"	6'-0"	7'-0"
9672	8'-0"	6'-0"	7'-0"
7296	6'-0"	8'-0"	7'-0"
9696	8'-0"	8'-0"	7'-0"
12096	10'-0"	8'-0"	7'-0"
72120	6'-0"	10'-0"	7'-0"
96120	8'-0"	10'-0"	7'-0"
120120	10'-0"	10'-0"	7'-0"
96144	8'-0"	12'-0"	8'-0"
144144	12'-0"	12'-0"	8'-0"

AND CUSTOM DIMENSIONS!

STANDARD FEATURES:

- Fiberglass reinforced polyester skins with one inch isocyanurate foam insulating core.
- White UV protective polyester gelcoat outside and inside.
- 125 amp, main lug, 8-branch circuit breaker panel in a NEMA 3R plastic enclosure.
- Pre-wired using 12 ga. Wiring in U.L. listed non-metallic flexible conduit.
- Two duplex outlets
- Interior vapor-resistant incandescent lamp.
- Corrosion resistant fan (intake or exhaust) with screened fiberglass hood.
- Fixed aluminum ventilation louver.
- External weatherproof separate switch for fan and lamp.
- Stainless steel lockset, stainless steel piano hinge, door gasket.
- Cadmium plated lifting eye(s).
- Spring cushioned crash stop on door.
- Fiberglass awning over doorway.
- Equipment mounting board laminated to interior wall.

"H" IS SIDEWALL HEIGHT. DOOR IS NORMALLY ON "W" SIDE OF SHELTER.



Associated Fiberglass Enterprises

Mailing: P.O. Box 14335 Fort Worth TX 76117 • Physical: 2417 Weaver Street Fort Worth TX 76117 • Voice: 800-798-6561/817-838-6786 • Fax: 817-838-6789 • Web: www.afetexas.com • Email: sales@afetexas.com

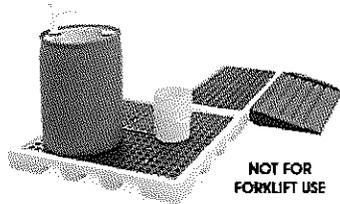
Version 2.1

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Home > Drums, Pails & Containers > Spill Containment > Spill Containment Workstations™

Spill Containment Workstations™



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Low-profile workstations protect floors from spills and leaks from 55-gallon drums.

- Configure drum handling and dispensing areas.
- Tough, **double-wall polyethylene** construction.
- Resists chemicals, rust and corrosion.
- Withstands extreme temperatures 0 to 140°F.
- Non-skid, easy-to-clean removable grates.
- Ramp - 1,000 lb. capacity. Easy loading/unloading.
- Meets EPA, SPCC and NPDES regulations.



Link-Lock™
Create custom configurations.
Securely connect two or more workstations. Sold in pairs.

MODEL NO.	DESCRIPTION	DIMENSIONS L x W x H	LOAD CAPACITY	SUMP CAPACITY	WT. (LBS.)	PRICE EACH		ADD TO CART
						1	3+	
H-2235	2-Drum	63 x 30 x 6"	2,400 lbs.	22 Gal.	42	\$218	\$205	1 <input type="button" value="ADD"/>
H-2236	4-Drum	53 x 53 x 6"	6,000 lbs.	43 Gal.	71	260	255	1 <input type="button" value="ADD"/>

SHIPS VIA MOTOR FREIGHT

ACCESSORIES

MODEL NO.	DESCRIPTION	DIMENSIONS L x W x H	LOAD CAPACITY	WT. (LBS.)	PRICE EACH		ADD TO CART
					1	3+	
H-2237	Work Ramp	28 x 46 x 6"	1,000 lbs.	30	\$172	\$167	1 <input type="button" value="ADD"/>

MODEL NO.	DESCRIPTION	DIMENSIONS L x W x H	WT. (LBS.)	PRICE / PAIR		ADD TO CART
				1	3+	
H-2238	Link-Lock™	10 x 7 x 3"	4	\$87	\$84	1 <input type="button" value="ADD"/>

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D

CALL US : 414-395-8367

SEARCH:

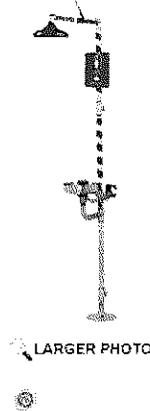


SHOP PRODUCTS

- Wall-Mount Eyewash
- Safety Shower / Eyewash
- Drench Showers
- Portable Eyewash
- Pedestal-Mount Eyewash
- Faucet Eyewash
- Desk Mounted Eyewash
- Drench Hoses
- Laboratory Units
- Barrier Free / ADA
- Freeze Resistant Units
- Accessories
- Tempering Valves
- Alarm Systems
- Enclosed Safety Showers
- Repair Parts

Home > Safety Shower / Eyewash >

Haws 8300-8309 AXION MSR Combination Eyewash Station & Drench Shower



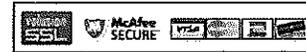
Our Price: \$1,159.20

Sale Price: ~~\$869.48~~

You save \$289.80!

FREE SHIPPING: All Orders Over \$75
Manufacturer: Haws
Manufacturer Model #: 8300-8309

This Item Qualifies for
FREE SHIPPING
 orders over \$75



Availability: Ships in 1 to 2 Business Days
Product Code: 8300-8309

Qty: 1



★ [Add to Wish List](#)

Description **Technical Specs**

Combination Drench Shower & Eye/Face Wash Station With Plastic AXION MSR Eye/Face Wash and Shower Head, Meets ANSI Z356.1-2009 Requirements

Features

Model 8300-8309 combination shower and eye/face wash shall include a stainless steel 11" round bowl, an antimicrobially treated AXION MSR eye/face wash head to help protect against the growth of mold and mildew on the treated components, and shall feature inverted directional laminar flow which achieves zero vertical velocity supplied by an integral 3.7 gpm flow control. Unit shall also include the AXION MSR hydrodynamic designed ABS plastic shower head with 20 gpm flow control, chrome-plated brass stay-open ball valve equipped with stainless steel ball and stem, and chrome-plated brass in-line 50 x 50 mesh water strainer. Unit shall also include Schedule 40 hot-dipped galvanized steel pipe and fittings, powder-coated cast-iron 9" diameter floor flange, self-adhesive high visibility safety green and bright yellow stripes, universal sign, and 1-1/4" IPS supply.

SHOP BY BRAND

- Acorn
- Bradley
- Guardian
- Haws
- Speakman

Related Products...

[Acorn S1340-CS1 Safety Shower Eye Wash Station](#)
 Sale Price: \$644.42
 Add

[Acorn S1311 Safety Shower Eye Wash Station](#)
 Sale Price: \$772.14
 Add

[Bradley S19-310DCBF Safety Shower Eye Wash Station](#)
 Sale Price: \$1,409.32
 Add

[Acorn S1330-CS1 Safety Shower Eye Wash Station](#)
 Sale Price: \$613.49
 Add

RESOURCE CENTER

- Eyewash Regulations
- ANSI Z356.1-2009 Guide
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 Sale Price: \$702.50
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[Bradley S19314SB Halo Safety Shower Eyewash, SS Ey](#)
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MY RECENT HISTORY



CLF10 sc and CLT10 sc Free and Total Reagentless Chlorine Analyzers

**EPA
COMPLIANT**

Overview

With over 60 years of industry leadership, Hach provides you with the best products and application knowledge for chlorine monitoring. Our portfolio includes the CLF10 sc and CLT10 sc reagentless chlorine analyzers and the market-leading CL17 chlorine analyzer, as well as Hach laboratory colorimeters, spectrophotometers and chemistries. Let Hach guide you to the best disinfection solution.

Features and Benefits

Exclusive Self Diagnostics

The CLF10 sc and CLT10 sc analyzers leverage Hach's exclusive self diagnostics to alert users whether the process has changed or the instrument needs servicing. Diagnostic features include the Cal Watch algorithm for warning of pH and chlorine calibration deviation and a non-contacting flow sensor for notification of insufficient sample flow.

No Reagent Replacement, No Waste Stream

Chlorine measurement with an amperometric analyzer, such as the CLF10 sc or CLT10 sc, does not require reagents, eliminating the need for routine reagent replacement and waste stream management.

Real-Time Process Control

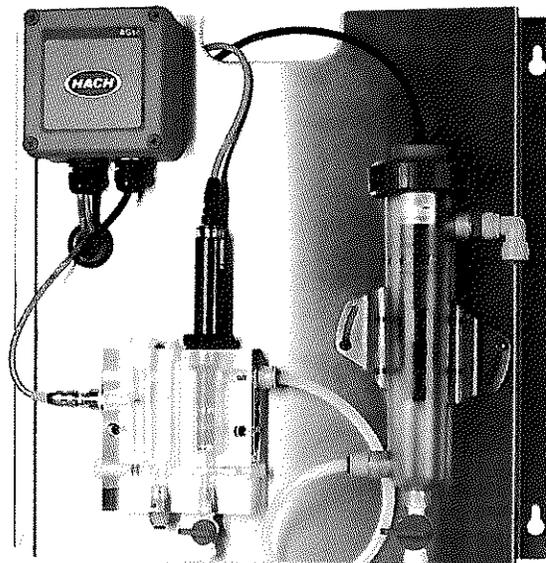
The CLF10 sc and CLT10 sc analyzers allow for real-time control of disinfection processes by providing continuous readings that indicate when treatment conditions have changed.

Compatible with Hach's "Plug and Play" Digital Controllers

The CLF10 sc and CLT10 sc analyzers can be used with any Hach sc digital controller. Whether you're measuring turbidity or chlorine, you only need to learn one controller for all your water analysis measurement points. Hach sc controllers, have no complicated wiring or setup procedures. Just plug in any Hach digital sensor and it's ready to use without software configuration.

EPA Compliant According to Method 334.0

In accordance with EPA Method 334.0, the CLF10 sc and CLT10 sc analyzers can be used for reporting chlorine residual measurements. Additionally, Hach has created a suite of laboratory products and methods to help with startup and quality control procedures required in Method 334.0. (See page 4 for a partial listing of accessories.)



Free/Total Chlorine

From the leaders in disinfection monitoring, the right instrument for reagentless chlorine analysis.

Applications

The CLF10 sc and CLT10 sc analyzers are best suited for static applications where sample pH, flow, temperature and chlorine concentration are stable. Hach recommends these analyzers for trending in dynamic applications where these parameters vary. Be sure to consult a Hach application expert to match the best instrument to your application.

Drinking Water— The CLF10 sc and CLT10 sc analyzers can be used in applications where waste stream management is a challenge, such as residual chlorine monitoring in ground water systems and the distribution system. Additionally, these analyzers can be used for process control in at-the-plant applications where real-time continuous results are beneficial.

Power Plants— The CLF10 sc and CLT10 sc analyzers can be used for the control of disinfection processes in boiler operations and cooling systems.

General Industrial— The CLF10 sc and CLT10 sc analyzers can be used to monitor chlorine residual to prevent biological build-up in applications serving various industrial processes (feed water), HVAC operations (cooling water), or in food and beverage applications.

Wastewater— The total chlorine analyzer, CLT10 sc, can be used to monitor chlorine residual and control chlorination processes in wastewater treatment. For this application, Hach recommends using the acidification/cleaning kit to ensure continuous operation.

- DW
- WW
- PW
- IW

DW = drinking water WW = wastewater municipal PW = pure water / power
 IW = industrial water BI = biotechnology CI = construction FB = food and beverage



Be Right™

Specifications*

Chlorine Sensor

Measurement Range

0 to 10 ppm

Lower Limit of Detection (LOD)

30 ppb (0.03 ppm) or lower

Limit of Quantitation (LOQ)

90 ppb (0.09 ppm) or lower

Resolution

0.001 ppm (1 ppb)

Accuracy

Free Chlorine:

- $\pm 3\%$ of the reference test** (DPD) at constant pH less than 7.2 (± 0.2 pH unit)
- $\pm 10\%$ of the reference test** (DPD) at stable pH less than 8.5 (± 0.5 pH unit from the pH at calibration)

Total Chlorine:

- $\pm 10\%$ of the reference test** (DPD) at stable pH less than 8.5 (± 0.5 pH unit from the pH at calibration)
- $\pm 20\%$ of the reference test** (DPD) at stable pH greater than 8.5

Repeatability

30 ppb or 3%, whichever is greater

Response Time

Free Chlorine: 140 seconds or less for 90% change (T90) at a stable temperature and pH

Total Chlorine: 100 seconds or less for 90% change (T90) at a stable temperature and pH

Sampling Time

Continuous

Interferences

Free Chlorine: Monochloramine, chlorine dioxide, ozone, and chalk deposits

Total Chlorine: Chlorine dioxide, ozone, and chalk deposits

Pressure Limit

0.5 bar, no pressure impulses and/or vibrations

Sample Flow Rate

30 to 50 L/hour (7.9 to 13.2 gal/hour),
Optimal is 40 L/hour (10.5 gal/hour)

Sample pH

4-9

Sample Temperature (compensated for fluctuations)

5 to 45°C (41 to 113°F)

Temperature Compensation

Internal temperature sensor

Storage Temperature

Sensor: 0 to 50°C (32 to 122°F) dry, without electrolyte

Electrolyte: 15 to 25°C (59 to 77°F)

Power Requirements

12 Vdc, 30 mA maximum (supplied by controller)

Dimensions (sensor only)

195 mm (7.68 in.)/25 mm (0.98 in.) (length/diameter)

Cable Length

1 m (between gateways and sc-controller)

Cable Connection

5 pin, M12 connector

Measurement Method

Reagentless, electrochemical, three-electrode amperometric system

Calibration Methods

1-point or 2-point (zero and slope) calibration

Material

Corrosion-resistant materials, fully-submersible (stainless steel, PVC, silicon rubber and polycarbonate)

Warranty

1-year warranty on the electrode body, includes the electronics

Panel (including SS Panel, Gateway, Chlorine Sensor Flow Cell, pH Sensor Flow Cell)

Operating Temperature

0 to 45°C (32 to 113°F)

Storage Temperature (panel only)

-20 to 60°C (-4 to 149°F)

Power Requirements

12 Vdc $\pm 10\%$, at 100 mA maximum (supplied by sc controller)

Mounting

Flat, vertical surface

Connections

Sample Line: 1/4-inch OD

Drain Line (pH Flow Cell Outlet): 1/2-inch ID

Panel Dimensions

Length 482.6mm (19 in.) x Width 495.3mm (19.5 in.) x Depth 151.2mm (5.95 in.) (with panel-mounted components)

Weight

Approximately 5.5 kg (12 lbs)
(panel and empty panel-mounted components only)

Controller Platform

sc controller models

Complete Analyzer (Panel + Sensor)

Waterproof Rating

Current rating for Sc100/1000/200 controllers, gateway, and sensors – IP65 (NEMA 4X)

Certification

CE / ETL, EMC

Shipping Weight

Approximately 9.1 kg (20 lbs)

**Reference measurement must be conducted at the analyzer sampling point.

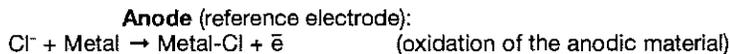
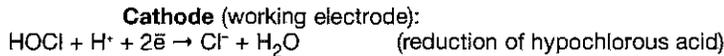
*Specifications subject to change without notice.

Principle of Operation

Amperometry is an electrochemical technique that measures the change in current resulting from chemical reactions taking place on the electrodes. The generated current is proportional to the analyte concentration. A typical amperometric sensor consists of two dissimilar electrodes—an anode and a cathode (i.e. silver/platinum or copper/gold, respectively).

Typically, the electrodes are covered with a membrane cap containing electrolyte, providing for better selectivity of the analysis. Additionally, a small constant electrical voltage is applied across the electrodes.

Below is a general schematic of the reduction-oxidation reaction taking place in a simple 2-electrode amperometric system:



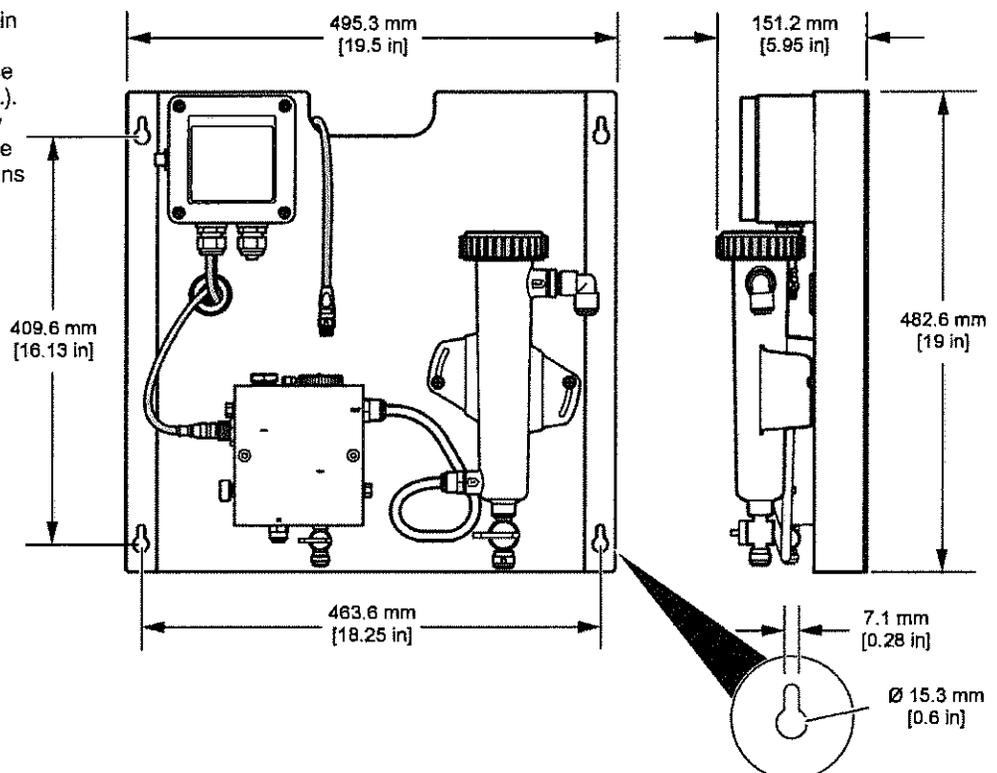
In a three-electrode amperometric system, such as used in the CLF10 sc and CLT10 sc, the anode is essentially split into two parts—a reference and an auxiliary (or counter) electrode. These systems are always supported by special electrical circuit directing the voltage between all electrodes. The three-electrode design generally makes the measurements more stable and provides longer life for the working and reference electrodes.

Engineering Specifications

- The analyzer shall come with a rugged corrosion resistant mounting panel bearing pre-mounted equipment to provide easy installation.
- The instrument shall be a continuous-reading analyzer that utilizes amperometric technology with a three-electrode sensor design.
- The measurement range shall be 0 to 10 ppm of (free or total) chlorine in relation to a standard reference method.
- The response time (T90) shall be 140 seconds or less.
- The low Limit of Detection (LOD) shall be 0.03 ppm or lower.
- The Practical Limit of Quantitation (PLOQ) shall be 90 ppb or lower
- The instrument shall be equipped with a flow-through cell containing a non-contacting flow sensor.
- The instrument shall provide both visual and electronic notification of insufficient sample flow.
- The instrument shall provide chlorine residual measurements within sample pH range of 4 to 9 and temperature range of 5 to 45 degrees Celsius or 41 to 113 degrees Fahrenheit.
- The sensor shall internally compensate for the sample temperature and pH fluctuations.
- The analyzer shall provide monitoring for pH and/or chlorine measurement deviations using Hach Calibration Watch algorithm.
- The analyzer shall provide reagent-free operation without the need for sample conditioning in clean water applications.
- The instrument shall be connected to a controller from the Hach sc controller family.
- The analyzer shall be compatible with the optional Hach cleaning system.
- The instrument shall be the CLF10 sc or CLT10 sc analyzer manufactured by Hach Company.

Dimensions

The analyzer should be installed in an accessible location. It can be mounted on a flat, vertical surface (such as a wall, panel, stand, etc.). It should allow for access for any checking or maintenance. Sample flow should meet the specifications on previous page.



Ordering Information

CLF10 sc Free Chlorine Sensor with sc200 Controller and SS Panel

2980900	CLF10sc, sc200 Single Input, pH
2981000	CLF10sc, sc200 Single Input, Combo pH
2981100	CLF10sc, sc200 Single Input, Grab Sample
2982200	CLF10sc, sc200 Dual Input Combo pH
2982100	CLF10sc, sc200 Dual Input, pH
2982300	CLF10sc, sc200 Dual Input, Grab Sample
2981200	CLF10sc, sc200 Single Input, pH, Metric
2981300	CLF10sc, sc200 Single Input, Combo pH, Metric
2981400	CLF10sc, sc200 Single Input, Grab Sample, Metric
2982400	CLF10sc, sc200 Dual Input, pH, Metric
2982500	CLF10sc, sc200 Dual Input, Combo pH, Metric
2982600	CLF10sc, sc200 Dual Input, Grab Sample, Metric
2987500	CLF10sc, sc200 Single Input, pH, 24 Vdc, Metric
2987600	CLF10sc, sc200 Single Input, Combo pH, 24 Vdc, Metric
2987700	CLF10sc, sc200 Single Input, Grab Sample, 24 Vdc, Metric

CLT10 sc Total Chlorine Sensor with sc200 Controller and SS Panel

2981500	CLT10sc, sc200 Single Input, pH
2981600	CLT10sc, sc200 Single Input, Combo pH
2981700	CLT10sc, sc200 Single Input, Grab Sample
2982700	CLT10sc, sc200 Dual Input, pH
2982800	CLT10sc, sc200 Dual Input, Combo pH
2982900	CLT10sc, sc200 Dual Input, Grab Sample
2981800	CLT10sc, sc200 Single Input, pH, Metric
2981900	CLT10sc, sc200 Single Input, Combo pH, Metric
2982000	CLT10sc, sc200 Single Input, Grab Sample, Metric
2983000	CLT10sc, sc200 Dual Input, pH, Metric
2983100	CLT10sc, sc200 Dual Input, Combo pH, Metric
2983200	CLT10sc, sc200 Dual Input, Grab Sample, Metric
2987400	CLT10sc, sc200 Single Input, pH, 24 Vdc, Metric
2987800	CLT10sc, sc200 Single Input, Combo pH, 24 Vdc, Metric
2987900	CLT10sc, sc200 Single Input, Grab Sample, 24 Vdc, Metric

Note: See LIT #2665 for more information about the combinations possible with the sc200.

CLT10 sc Total Chlorine Analyzer Panel Only

LXV45B.99.13022	w/ pH Differential Sensor
LXV45B.99.12022	w/ pH Combination Sensor
LXV45B.99.11022	Grab Sample Only

Metric sizing available for all configurations.

Accessories

LZY051	Acidification/Cleaning Kit
9159900	Sample Conditioning Kit
9181500	pH Differential Analog pH Sensor, Ryton
9181600	Combination Analog pH Sensor, Ryton

Replacement Parts

9150400	Sensor, Free Chlorine
9150300	Sensor, Total Chlorine
9160200	Membrane Replacement Kit, Free Chlorine Sensor
9180900	Membrane Replacement Kit, Total Chlorine Sensor
9160600	Electrolyte, Free Chlorine Sensor 100 mL
9181400	Electrolyte, Total Chlorine Sensor 100 mL

Lab Products for Method 334.0

5870062	Pocket Colorimeter II System, Chlorine MR/HR
1426810	Chlorine Standard Solution, 10-mL Voluette® Ampule, 50–75 mg/L 16/pkg
2980500	DPD Chlorine-MR Spec✓ Secondary Standards Kit

For more information on this method, please visit: www.hach.com/method334

Lit. No. 2679 Rev 1

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In the interest of improving and updating its equipment, Hach Company reserves the right to alter specifications to equipment at any time.

At Hach, it's about learning from our customers and providing the right answers. It's more than ensuring the quality of water—it's about ensuring the quality of life. When it comes to the things that touch our lives...

Keep it pure.

Make it simple.

Be right.

For current price information, technical support, and ordering assistance, contact the Hach office or distributor serving your area.

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Fax: 970-669-2932
E-mail: orders@hach.com
www.hach.com

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Telephone: 970-669-3050
Fax: 970-461-3939
E-mail: intl@hach.com
www.hach.com

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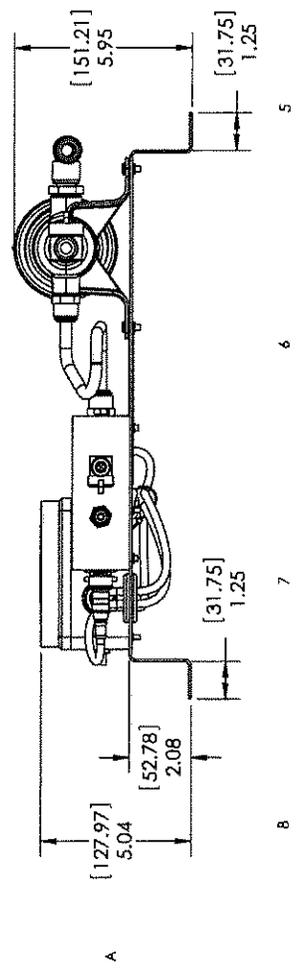
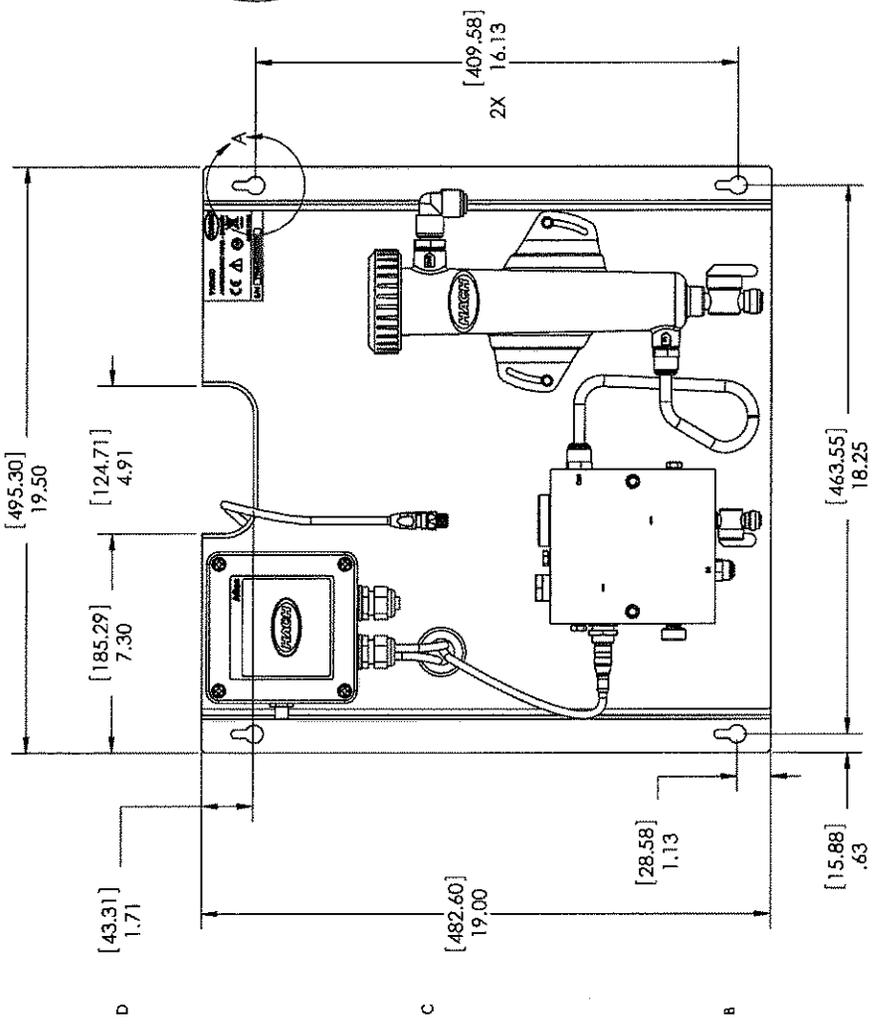
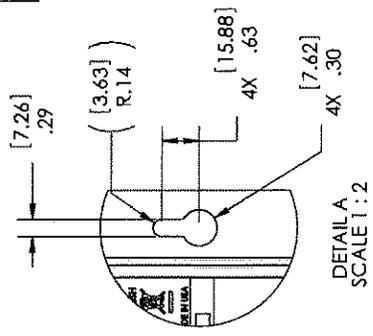
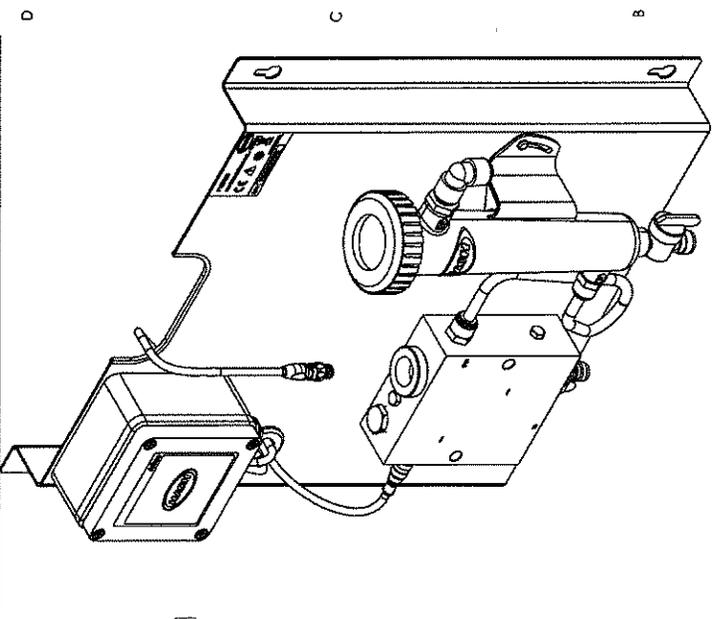
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www.hach-lange.com



Be Right™

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REVISION	
REV	DESCRIPTION
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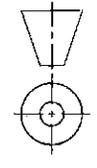
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UNLESS OTHERWISE SPECIFIED:
 DIMENSIONS ARE IN INCHES
 TOLERANCES:
 .X = ±.03
 .XX = ±.01
 .XXX = ±.005
 ANGLES = 1:10

INTERPRET GEOMETRIC TOLERANCING PER: ASST 114-361/PM

THIRD ANGLE PROJECTION TITLE: AMPEROMETRIC CHLORINE SENSOR TRANSMITTER

HACH COMPANY
 5600 LINDBERGH DR.
 LOVELAND, CO. 80539



SIZE DWG. NO. **B 9180687** REV **A**
 SCALE: 1:4 WEIGHT: SHEET 1 OF 1

DATE NAME ENGINEER DRAWN

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CLT10 and CLF10 WarrantyPlus™ Service Plan

Your Hach **CLT/F10** WarrantyPlus provides all inclusive parts*, two scheduled periodic, preventative maintenance visits performed by a Hach Field Service Manager/Associate. The WarrantyPlus also includes all visits authorized by our Hach Technical Support Team. To contact your Hach Technical Support Team call the Special Priority toll free number, 866-902-4224. Call technical support to trouble shoot your specific instrument. Please have your contract#, Model# & Serial# available when you call.

During the two pre-scheduled site visits your Hach Field Service Manager/Associate will review and evaluate the following:

- Installation and connections (including initial evaluation of the network topography).
- Sample flow system.
- User programmed parameters.
- All instrument alarm and warning conditions Instrument operating voltages.
- Chlorine Sensor Operation
- pH Sensor Operation (if so equipped)*

In addition to the items above, your Hach representative will:

- Verify calibration accuracy
- Provide end- user training on instrument operation and maintenance (Advance notice required).
- Provide Hach Field Service Report with complete documentation of service performed.
- Certificate of Instrument Performance for each instrument that successfully passes final testing.
- Perform limited instrument cleaning.
- Coverage includes factory repair if we are unable to repair instrument in the field. This instrument will go to the head of the bench repair queue

*The CLF10 and CLT10 can be equipped with an optional pH sensor. The pH Sensor performance will be checked by Hach Service while on site. However, coverage of the sensor itself is purchased separately. Please ask for PMP-GLPHORP-1V for prorated coverage of your pH sensor.

Be Right. Stay Right!™





HQ40d Portable Water Quality Lab Package with pH, Dissolved Oxygen, and Conductivity/TDS/Salinity Probes



Product #: 8506000
USD Price: \$2,306.00
Ships within 2 weeks

Designed for your water applications, the Hach HQ40d portable meter with pH probe is an advanced meter that takes the guesswork out of measurements. HQd™ meters connect with IntelliCAL™ probes that automatically recognize the testing parameter, calibration history, and method settings to minimize errors and setup time.

Flexible meter measures critical water quality parameters without the need to carry multiple instruments

Two input channels for simultaneous measurement of pH, Conductivity/TDS/Salinity, Dissolved Oxygen, BOD, ORP, Ammonia, Ammonium, Fluoride, Chloride, Sodium, and temperature - any IntelliCAL™ smart probe.

Provide an intuitive user interface for simple operation and accurate results

Guided calibration and check standard routines reduce calibration errors. Stabilization alerts and visual measurement lock ensure that you can trust the accuracy of the results.

Trust your measurements with IntelliCAL™ smart probes that store all calibrations in the probe

Calibration history allows quick and easy change out of probes without re-calibrating.

Waterproof meter provides worry-free, reliable field or portable use

Meter package includes HQ40d Portable Meter, refillable PHC301 pH probe with 1 m cable, CDC401 conductivity/TDS/salinity probe with 1 m cable, standard LDO101 dissolved oxygen probe with 1 m cable, pH buffer solutions, pH storage solution, NaCl conductivity standard, BOD bottle for DO calibration, probe stand, meter stand, 4 AA batteries, protective meter glove, power adapter, USB/DC power adapter for data transfer, quick-start guide, user manual, and documentation CD

Specifications

Accuracy:	± 0.5 % from (1µS/cm - 200 mS/cm)
Automatic Buffer Recognition:	Color-coded: 4.01, 7.00, 10.01 pH; IUPAC: 1.679, 4.005, 7.000, 10.012, 12.45 DIN: 1.09, 4.65, 9.23 User-defined custom buffer sets
Barometric Pressure Measurement:	For automatic compensation of DO when using an LDO or LBOD probe
BOD5/CBOD resolution:	Available when used with Hach WIMS BOD Manager software
Cable resistance correction:	Digital - not needed
Calibration curves display:	Calibration summary data logged and displayed
Calibration Intervals/Alerts/Reminder:	2 hours to 7 days
Compliance:	CE
Conductivity measurement:	0.01 µS/cm to 400 µS/cm
Custom Calibration Standards:	User-defined standard sets
Data Export:	Download via USB connection to PC or flash memory device. Automatically transfer entire data log or as readings are taken.

Data Memory:	500 results
Digital (intelligent) electrode inputs:	2
Display:	Display readings from one or two probes Simultaneous readings from two probes (HQ440d only) pH: pH, mV, temperature Conductivity: Conductivity, TDS, salinity, resistivity, temperature LDO: dissolved oxygen, pressure, temperature LBOD: dissolved oxygen, pressure, temperature ORP/Redox: mV, temperature Sodium: Sodium, mV, temperature
Display Lock Function:	Continuous measurement or press to read mode available with averaging function for LDO measurement.
Display Type:	240 x 160 pixel Display readings from one or two probes Simultaneous readings from two probes pH: pH, mV, temperature Conductivity: Conductivity, TDS, salinity, resistivity, temperature LDO: dissolved oxygen, pressure, temperature ORP/Redox: mV, temperature Sodium: Sodium, mV, temperature
DO Resolution:	0.01 mg/L
Fixed Buffer Selection:	IUPAC standards (DIN 19266) or Technical buffer (DIN 19267) or 4-7-10 series or user defined
Inputs:	M12 digital (1) for IntelliCAL probes
Interface Languages:	13**
Internal Data Storage:	500
IP Rating:	IP54 (Resistant to spray of water; Dust-proof)
Languages:	English, French, German, Italian, Spanish, Danish, Dutch, Polish, Portuguese, Turkish, Swedish, Czech, Russian
Measurement:	0.01 to 20 mg/L (0 to 200%)
mV Accuracy:	± 0.1 mV
mV Measurement at Stable Reading:	5 (auto) stabilization settings
mV Resolution:	0.1 mV
Operating Error Messages:	Text messages displayed
Operating Humidity:	90 % relative humidity (non-condensing)
Operating Interface:	Keypad
Operating Temperature:	5 to 45 °C
ORP Electrode Calibration:	Predefined ORP standards (including Zobell's solution)
ORP Range:	-1500 to 1500 mV
Outputs:	USB to PC / flash memory device
PC Data Transfer Software:	Included
pH Measurement at stable reading:	5 stabilization settings
Printer:	Optional accessory
Resolution:	0.01 µS/cm with 2 digits µS/cm
Salinity Resolution:	0.01 ppt
Warranty:	3 years

What's in the box

Meter package includes HQ40d Portable Meter, refillable PHC301 pH probe with 1 m cable, CDC401 conductivity/TDS/salinity probe with 1 m cable, standard LDO101 dissolved oxygen probe with 1 m cable, pH buffer solutions, pH storage solution, NaCl

conductivity standard, BOD bottle for DO calibration, probe stand, meter stand, 4 AA batteries, protective meter glove, power adapter, USB/DC power adapter for data transfer, quick-start guide, user manual, and documentation CD



DR/850 Portable Colorimeter



Product #: 4845000
USD Price: \$1,013.00
Available

Standard features of the DR/800 Portable Colorimeter Series: three models (20, 50, or 90 methods) with automatic wavelength selection

Preprogrammed: ready-to-use out of the box

Compact: true hand-held analysis, for use anywhere

Rugged: dustproof, waterproof, shockproof, worry-free (designed to meet IP67 standards)

Powerful: full datalogging and RS232 interface capabilities

Simple: menu-driven, step-by-step analysis

Affordable: choose the instrument you need or select a complete portable laboratory Batteries-/Accu operation possible, Real-Time-Clock, integrated Timer, Data Memory with 100 measuring values and automatic AutoOff-Function. Wavelengths: 520 nm and 610 nm.

Dustproof, waterproof, shockproof, and worry free

Depending on your testing needs, you can select a DR/820, DR/850 or DR/890 Colorimeter, preprogrammed to test for at least 20, 50 or 90 parameters, respectively. All three models include the same convenient features: auto-wavelength selection, datalogging capabilities and user-generated calibrations.

These durable, hand-held, filter photometers are designed specifically for the rigors of on-site testing, with rugged components and waterproof, dustproof, chemical-resistant housings. DR/800 Series Colorimeters offer simple, push-button program selection and step-by-step prompts that guide users through the testing procedure. These instruments are equally appreciated by experienced analysts

who value test efficiency and by operators who require ease of use with accurate results.

High-value, high-capability field instruments for water quality analysis

Easy-to-use software offers push-button method selection, automatic wavelength selection and a preprogrammed method timer. Result, units, and parameter name are displayed immediately, with no countdown. The large digit display is very easy to read. Datalogging capability includes push-button record management. Easily store data in the field for later access, with no delay in testing. The instrument stores up to 99 measurements in an internal, non-volatile memory. Data stored includes date/time, parameter, program number, concentration/absorbance/%T, sample number, and instrument serial number.

More Advanced Features that Add Value

Results are displayed directly in units of concentration, absorbance, or % transmittance. In many methods, concentration in alternate chemical forms is also available. For example, phosphate readings are available as P, PO₄ and P₂O₅. Displayed results can be changed from one form to the next at the touch of a button.

User-program feature allows users to generate up to 10 custom procedures, with up to 12 data points each, and store them in a non-volatile instrument memory for later use.

Advanced software includes automatic correction for reagent blanks and the option to fine-tune calibration curves with the standard adjust feature.

Batteries provide self-contained power for field-testing.

Accessories Simplify Data Management

The Data Transfer Adapter (DTA) fits on the colorimeter and accepts data sent from the instrument's infrared LED transmitter. The DTA converts data to a standard RS-232 format and connects directly to a computer or printer. Data can be printed or downloaded conveniently, after storage or during collection.

DR/800 Series Colorimeters are compatible with HachLink™ Software, a Microsoft® Windows® compatible application that links instrument and computer, providing a convenient means of accessing and managing test data. Information including date/time, parameter, concentration/absorbance/%T, sample number, operator identity, and instrument serial number is accepted and

stored in either text or tabular (spreadsheet) format, and can be easily transferred to popular spreadsheet or word-processing applications.

Easy Quality Control

DR/Check™ ABS Standards are the optional choice to verify the performance of your DR/800 Colorimeter in seconds. Standards are formulated with neutral density gel that produces similar absorbance readings at any wavelength. For all parameters at all wavelengths, running three secondary absorbance standards will verify your instrument's calibration easily, anytime.

Specifications

Beam Height:	5 mm
Display:	LCD, shows results, parameter, name, and unit
Display Size:	38 mm x 64 mm (1.5 in x 2.5 in)
Display Type:	monochromatic (black)
Manual Languages:	English, German, Italian
Optical System:	0 / 180 transmittance
Sample Cell Compatibility:	1 in and 16 mm round vial (16 mm with adapter)
User Interface Languages:	English
User Programs:	10 user entered programs, 12 data points each
Warranty:	2 years
Wavelength Accuracy:	± 1 nm Fixed Wavelength, varies with model
Wavelength Range:	520, 610 nm
Wavelength Selection:	Automatic based on test selected

What's in the box

Each DR/800 Series Colorimeter comes with two 1-inch glass sample cells marked at 10, 20 and 25 mL, two 1 cm plastic sample cells, a 16-mm COD/Test 'N Tube™ adapter, 4 AA alkaline batteries, and illustrated instrument and procedure manuals. European CE mark.

B. Alterations:

1. Fire Retardant Construction – Class 1 (Flame Spread 25 or Less)
2. The eyewash station shall be installed inside the shelter.

C. HVAC;

1. 12" x 12" FRP Backdraft Louver with 16 mesh insect screen
2. 12" x 12" Motorized Louver
3. FRP Corrosion Proof Fan – 623cfm
4. 1500 Watt Electrical Heater
5. Heater Thermostat Calibrated in deg. F
6. AC Unit – 1 ton wall unit

D. Lights & Electrical:

1. Additional Incandescent Vapor Resistant Fixture
2. Vapor Resistant Fluorescent Fixture
3. Vapor Resistant Fluorescent Fixture (Low Temp Service)
4. Extra Duplex Outlets
5. Micro Switch – Door Activated

END OF SECTION

2.00 PRODUCTS**2.01 CHEMICAL FEED SYSTEM**

- A. The skid mounting of the metering pumps shall conform to the following requirements:
1. Each chemical feed system shall be completely mounted at the site on a single table. Components to be mounted on the skid are as indicated on the drawings and shall include the metering pumps, calibration column, piping, valves, piping accessories (strainers, back pressure valves, pressure relief valves, etc.).
 2. The tables shall be constructed of PVC UNISTRUT and sheets with adequate supports for all equipment and piping table shall be mounted on a containment pallet. Forklift truck cut outs shall also be provided. Base shall be a containment basin.
 3. All components of the skid-mounted system (pumps, piping and controls) shall be tested in the field.
- B. Accessories shall include the following:
1. Calibration Chamber:
 - a. Provide one, clear plastic calibration chamber with vent for use in calibrating the metering pumps.
 - b. The chamber shall be sized to give adequate capacity for a minimum 30 second draw down test.
 - c. The scale shall give direct readings in mL and GPH without the need for calculations.
 - d. The calibration chamber shall be piped and valved so that each pump shall be able to utilize the calibration chamber without interfering with the operation of the other pumps.
 - e. The top of the chamber shall have a threaded fitting to allow for piping to a common vent.
 2. Backpressure and Pressure Relief Valves
 - a. Adjustable diaphragm backpressure sustaining type valve installed on pump discharge header and set at location recommended by manufacturer. Materials to be suitable for rated chemical service.\
 - b. Adjustable diaphragm pressure relief valve installed externally on pump discharge header and set at location recommended by manufacturer. PRV required for each pump mounted on feed system. Materials to be suitable for respective chemical service.
 3. Pressure Gauge and Diaphragm Isolators: provide a pressure gauge and diaphragm type chemical isolation suitable for each chemical service. Range of pressure gauge to be suitable with each chemical service.
 4. Piping, Valves and Appurtenances:

- a. Skid piping shall be Schedule 80 PVC. Cement shall be as recommended by the pipe manufacturer for the service outline in this Section.
- b. True-union ball valves shall be provided for isolation of major equipment. Use vented valves with chemicals that off-gas. Seals shall be compatible with the chemical being pumped.

2.02 METERING PUMP

- A. The chemical metering pump(s) shall be microprocessor-controlled, simplex, solenoid-driven, reciprocating, mechanically actuated diaphragm type. All pumping functions shall be set by a membrane-switch keypad and pump status shall be displayed on an illuminated LCD which is readable at an offset angle of 45 degrees. Keypad will allow for simple scrolling and display of programmed parameters.
- B. The power supply shall be 120 VAC, 60 Hz, single phase. The microprocessor is to automatically compensate for supply voltage variations within 15% of the rated voltage such that the frequency of the pump remains constant.
- C. The liquid end shall be physically separated from the drive unit by a back plate with weep hole creating an air gap. An elastomer shaft wiper seal shall prevent contamination of the solenoid if the primary diaphragm fails.
- D. The diaphragm shall be constructed of a steel core, vulcanized into nylon-reinforced EPDM, with PTFE-faced fluid contact surface. It shall be of a convex design fitting into a concave liquid end to minimize dead volume and promote flow of solids in suspension.
- E. The liquid end shall be acrylic with PVC double ball check valves. The suction and discharge valve shall be PVC with Viton or EPDM gasket seals and ceramic valve balls. The liquid end shall have a built-in coarse valve and needle valve for air bleed, manually adjusted for continuous degassing of process fluid and self-priming against pressure. The suction and discharge valves shall be double ball check design.
- F. Stroke length control shall be adjustable manually by means of a stroke length knob, in increments of 1%, from 0% to 100% of stroke length. The LCD shall have a digital display of the percent stroke length.
- G. Microprocessor control
 1. Programming shall allow pump to be calibrated so as to display pump output in gallons/hour or liters/hour, and stroke frequency in strokes per minute. The flow calibration feature shall be maintained when stroke length is changed up to plus or minus 10% on the stroke length knob. If stroke length is changed by more than 10%, a yellow warning light will light and a flashing message "calib" will appear indicating re-calibration is required.
 2. The pump shall be equipped with the programmable function of pressure levels to allow pump to operate at reduced pressures from the maximum rated pressure of the pump.
 3. The pump shall be equipped with the programmable function of electronic interlocking of the keypad by access code to prevent unauthorized adjustments to the pump.
 4. Keypad shall allow for scrolling and display on LCD such parameters as stroke frequency, stroke length, stroke counter, pump output in gals/hr or l/hr, dosing quantity, mA current input being received by pump, and indication of external mode.

5. Stroke frequency control shall be manually adjusted by touch keypads, with the set stroke rate displayed on the LCD.
6. The metering pump shall be capable of receiving a pulse input via optional external control cable such that 1 pulse gives 1 pump stroke rate. The pump shall be capable of remote ON-OFF operation using the pause function via a voltage free contact relay through an optional control cable.
7. The pump shall accept an analog signal such that stroke frequency is proportional to 4-20mA or 20-4mA, the choice of which is programmable at the pump. Analog to digital converters external to the pump shall not be allowed.
8. Low Level Control - A 2-stage Float Switch shall be supplied to stop the pump prior to losing prime and annunciate low level on the pump LED.
9. Fault Relay Output - The metering pump shall have an integral relay to allow remote annunciation of a fault condition (i.e. low supply solution early warning/lack of supply solution shut down, flow monitor, system faults, and fuse/power supply failure).
10. Analog 4-20mA output – The pump shall have an analog output corresponding to the flow output of the metering pump. This output shall be a summation of the stroke length and stroke frequency.

H. SCHEDULE:

No. of Pumps	Service/ Chemical	Solution Strength % Number	Output (gph)	
			Min.	Max
2	LAS	38	0.02	.55

I. Provide pump with the following accessories:

1. Bleed valve pump head
2. Spare parts kit

3.0 CHEMICAL DAY TANK TRANSFER MANUAL AND AUTOMATIC OPERATIONS

There shall be one hand switch to designate Manual or Automatic control of the chemical storage tank transfer pumps. The transfer pump will transfer the liquid chemicals from the bulk tank to the day storage tank. The chemical feed pumps will feed from the day storage tanks into the system.

The automatic operation of the LAS transfer pump shall operate in the same way described for the Sodium Hypochlorite transfer pump automatic operation.

When in Manual Operation the Operator will manually enable the LAS transfer pump using a second independent momentary push button on the panel enclosure for the LAS transfer pump. The momentary operation of the push buttons shall require the Operator to push and hold the run button to transfer the chemicals to the day tank. When the Operator releases the push button the transfer pump shall stop.

4.0 CHEMICAL TRANSFER PUMP

- A. Provide one chemical transfer pump from each chemical system to transfer chemicals from the chemical storage drum to day tank.
- B. Transfer pump shall be a ProMinent Model Gamma L 0232 Series with a capacity of 8.0 gph.

- C. Transfer pump shall be installed at an elevation equal or greater than the top of the day tank and chemical storage drums whichever is greater.
- D. Provide a level instrument for the chemical storage drums to indicate a low level alarm. The alarm shall be connected to the single control panel.

5.0 BULK STORAGE TANK

A double walled bulk storage tank providing secondary containment is to be provided by the bulk chemical supplier. Tanks shall be rotationally-molded, high density cross-linked polyethylene, double wall, flat bottom tanks. The assembly consists of one cylindrical, closed top inner primary tank and one cylindrical, open top containment outer tank. Each tank is a rotationally molded one-piece seamless constructed tank. The tanks are designed for above-ground, vertical installation and are designed to store approved chemicals at atmospheric pressures. Tanks shall be adequately vented and shall be provided with ancillary mechanical fittings and accessories to connect to transfer piping to the day tank. Tank shall have a capacity minimum of 150 gallons and is to be supplied by bulk chemical supplier. Contractor to coordinate installation of bulk tank from chemical supplier with the other associated liquid ammonium sulfate feed equipment. Contractor to provide initial tank fill of 150 gallons of liquid ammonium sulfate solution meeting NSF 60 standard.

6.0 DRUM CONNECTOR

Not Used

7.0 Not Used

7.01 Not Used

8.0 EXECUTION

8.01 INSTALLATION

The Contractor shall furnish the services of competent factory representative familiar with this installation and equipment to supervise or provide installation assistance.

All materials and equipment shall be clean and free of oil, grease and/or chemical contaminations prior to installation.

8.02 START UP AND TRAINING

Start up and training by chemical feed equipment factory representative shall be arranged and provided by the Contractor. The Manufacturer's representative shall provide the service for successful equipment start up and plant personnel training. Reference Section 01300 1.14 for O&M requirement as it relates to training.

8.03 TWO (2) YEAR WARRANTY

8.04 FIELD QUALITY CONTROL

Upon completion of installation of the LAS feed system an acceptance test shall be conducted to verify the satisfactory operation of the system. The test shall be conducted in a manner approved by and in the presence of the Engineer. The equipment shall be checked for leakage, general operation, etc. The equipment must perform in a manner acceptable to the Engineer before final acceptance will be made by the Owner.

END OF SECTION

1.03 SUBMITTALS

- A. Submittals shall be accordance with the General Conditions of the Agreement and shall include:
1. Product Data
 2. Operation and Maintenance Manuals

2.00 PRODUCTS**2.01 CHEMICAL FEED SYSTEM**

- A. The mounting of the metering pumps shall conform to the following requirements:
1. Each chemical feed system shall be completely mounted at the site on a single table. Components to be mounted on the skid are as indicated on the drawings and shall include the metering pumps, calibration column, piping, valves and piping accessories (strainers, back pressure valves, pressure relief valves, etc.).
 2. The table shall be constructed of PVC UNISTRUT and sheets with adequate supports for all equipment and piping table shall be mounted on a containment pallet. Forklift truck cut outs shall also be provided.
 3. All components of the skid-mounted system (pumps, piping and controls) shall be tested in the field.
 4. Piping arrangement shall be designed to prevent accumulation of gas which may separate from the sodium hypochlorite solution periodically or continuously.
- B. Accessories shall include the following:
1. Calibration Chamber:
 - a. Provide one, clear plastic calibration chamber with vent for use in calibrating the metering pumps.
 - b. The chamber shall be sized to give adequate capacity for a minimum 30 second draw down test.
 - c. The scale shall give direct readings in mL and GPH without the need for calculations.
 - d. The calibration chamber shall be piped and valved so that each pump shall be able to utilize the calibration chamber without interfering with the operation of the other pumps.
 - e. The top of the chamber shall have a threaded fitting to allow for piping to a common vent.
 2. Backpressure and Pressure Relief Valves
 - a. Adjustable diaphragm backpressure sustaining type valve installed on pump discharge header and set at location recommended by manufacturer. Materials to be suitable for rated chemical service.\

- b. Adjustable diaphragm pressure relief valve installed externally on pump discharge header and set at location recommended by manufacturer. PRV required for each pump mounted on feed system. Materials to be suitable for respective chemical service.
3. Pressure Gauge and Diaphragm Isolators: provide a pressure gauge and diaphragm type chemical isolation suitable for each chemical service. Range of pressure gauge to be suitable with each chemical service.
4. Piping, Valves and Appurtenances:
 - a. Piping shall be Schedule 80 PVC. Cement shall be as recommended by the pipe manufacturer for the service outline in this Section. Inverted suction manifold design shall be used.
 - b. True-union ball valves shall be provided for isolation of major equipment. Use vented valves with chemicals that off-gas. Seals shall be compatible with the chemical being pumped.

2.02 METERING PUMP

- A. The chemical metering pump(s) shall be microprocessor-controlled, simplex, solenoid-driven, reciprocating, mechanically-actuated diaphragm type. All pumping functions shall be set by membrane-switch keypad and status shall be displayed on an illuminated LCD which is readable. Keypad will allow for simple scrolling and display of programmed parameters.
- B. The power supply shall be 115 VAC, 60Hz, single phase. The microprocessor is to automatically compensate for supply voltage variations within 15% of the rated voltage such that the frequency of the pump remains constant.
- C. The liquid end shall be constructed of Acrylic/PVC with EPDM seals, with built-in coarse valve and needle valve for air bleed, manually adjusted for continuous degassing of process fluid and self-priming against pressure. The suction and discharge valves shall be of the double ball check design for discharge pressures greater than 100 psi.
- D. The liquid end shall be physically separated from the drive unit by a backplate with weep hole creating an air gap. An elastomer shaft wiper seal shall prevent contamination of the solenoid if the primary diaphragm fails. The diaphragm shall be constructed of a steel core, vulcanized into nylon-reinforced EPDM, with PTFE-faced fluid contact surface.
- E. The pump shall utilize optoDrive® technology or equal whereby the time sequence of the dosing flow can be exactly matched to the requirements of the application. The user can control the speed of the discharge stroke for almost continuous dosing. The pump suction stroke shall be controllable to prevent cavitation. Fluctuation in backpressure shall be automatically compensated by the drive.
- F. The pump shall have optoGuard® technology integrated into the drive to detect system blockage or loss of back-pressure, and to detect airlocks within the delivery unit. This will function to prevent uncontrolled metering. Pump display will visually display error codes for system blockage or loss of back-pressure.
- G. Pump controls shall include:
 1. Stroke length control shall be manually adjusted between 0% and 100% with a stroke adjustment knob on the pump face control. The LCD shall digitally display stroke length setting in 1% increments in the full range between 0% and 100%

2. Programming shall allow pump to be calibrated so as to display pump output in gallons/hour or liters/hour. Calibration shall be maintained when stroke length is altered up to plus or minus 10% on the stroke length knob. If stroke length is altered by more than 10%, a yellow warning will light and a flashing message "calib" will appear.
3. The pump shall be equipped with the programmable function of pressure levels to allow pump to operate at reduced pressures from the maximum rated pressure of the pump
4. The pump shall be equipped with the programmable function of electronic interlocking of the keypad by access code to prevent unauthorized adjustments to the pump.
5. Keypad shall allow for scrolling and display on LCD such parameters as stroke frequency, stroke length, suction stroke speed, discharge stroke speed, stroke counter, pump output in gals/hr or l/hr, dosing quantity, mA current input being received by pump, and indication of external mode.
6. Stroke frequency control shall be manually adjusted by touch keypads, with the set stroke rate displayed on the LCD. The metering pump shall be capable of receiving a pulse input via optional external control cable such that 1 pulse gives 1 pump stroke rate. The pump shall be capable of remote
 - a. ON-OFF operation using the pause function via a voltage free contact relay through an optional control cable.
 - b. CONTACT - The pump shall allow fine-tune factoring to issue from 1 to 9,999 stokes per pulse input or to issue 1 stroke per 1 to 9,999 input pulses. The dosing can be activated by an impulse via external control through a contact or a semiconductor switching element.
 - c. BATCH – The dosing can be activated by pressing the P key or by an external impulse through a contact or a semiconductor switching element. A dosing quantity (batch) or a number of strokes (max 65535) can be pre-selected via the control cable.
 - d. ANALOG- The pump shall accept an analog signal such that stroke frequency is proportional to 0/4-20mA or 20-4/0mA, the choice of which is programmable at the pump. The pump shall allow the setting of a maximum stroke rate which corresponds to the maximum analog signal, with stroke rate proportional to signal strength below that rate. Programming for curve processing shall also be possible, in which any stroke frequency ratio in proportion to the electrical signal can be configured. Analog to digital converters external to the pump shall not be allowed.
 - e. PULSE AND ANALOG – Both modes of frequency control, as described above, shall be configured into the metering pump.

H. SCHEDULE:

No. of Pumps	Service/ Chemical	Solution Strength % Number	Output (gph)	
			Min.	Max
2	Sodium Hypochlorite	10.5	0.04	2.11

- I. Provide pump with the following accessories:
1. Spare parts kit

3.0 CONTROL

3.01 CHEMICAL FEED CONTROL PANEL

The Chemical Feed Control panel shall operate/monitor the following equipment on the Sodium Hypochlorite and the LAS chemical systems:

1. Sodium Hypochlorite Feed Pump #1
2. Sodium Hypochlorite Feed Pump #2
3. Sodium Hypochlorite storage level sensor #1 (Day Tank)
4. Sodium Hypochlorite storage transfer pump
5. LAS Feed Pump #1
6. LAS Feed Pump #2
7. LAS storage level sensor #1 (Day Tank)
8. LAS storage transfer pump

The power for all of the chemical equipment shall be provided from the Chemical Feed Control Panel.

3.02 CONSTANT OPERATION

The Chemical Feed Control panel shall monitor the equipment for pump status, remote status, pump faults, and chemical storage level by use of a SCADA Pack 334 Controller. The following data points shall be monitored at all times:

1. Sodium Hypochlorite Feed System Remote status
2. Sodium Hypochlorite Feed Rate
3. Sodium Hypochlorite Feed Pump #1 run status
4. Sodium Hypochlorite Feed Pump #1 fault alarm
5. Sodium Hypochlorite Feed Pump #2 run status
6. Sodium Hypochlorite Feed Pump #2 fault alarm
7. Sodium Hypochlorite storage level (Day Tank)
8. Sodium Hypochlorite storage transfer pump run status
9. Sodium Hypochlorite storage transfer pump fault alarm
10. LAS Feed System Remote Status
11. LAS Feed Rate
12. LAS Feed Pump #1 run status
13. LAS Feed Pump #1 fault alarm
14. LAS Feed Pump #2 run status
15. LAS Feed Pump #2 fault alarm
16. LAS storage level (Day Tank)
17. LAS storage transfer pump run status
18. LAS storage transfer pump fault alarm
19. Chemical Feed Emergency Stop
20. Chemical Feed Control Panel Communication Lost Alarm

The panel enclosure shall have indication lamps or read outs for the following points:

1. Sodium Hypochlorite Local / Off / Remote selector switch
2. Sodium Hypochlorite Pump #1 Running
3. Sodium Hypochlorite Pump #1 Fault
4. Sodium Hypochlorite Pump #2 Running
5. Sodium Hypochlorite Pump #2 Fault
6. Sodium Hypochlorite Feed Rate potentiometer
7. Sodium Hypochlorite Pump Selector Switch
8. Sodium Hypochlorite Pump Run button
9. Sodium Hypochlorite Storage Day Tank Low Level Limit Alarm
10. Sodium Hypochlorite Storage Reserve Tank Low Level Limit Alarm
11. Sodium Hypochlorite Storage Tank Transfer Pump Running
12. Sodium Hypochlorite Storage Tank Transfer Pump Fault

13. Sodium Hypochlorite Storage Transfer Pump Run momentary push button
14. LAS Local / Off / Remote selector switch
15. LAS Pump #1 Running
16. LAS Pump #1 Fault
17. LAS Pump #2 Running
18. LAS Pump #2 Fault
19. LAS Feed Rate potentiometer
20. LAS Pump Selector Switch
21. LAS Pump Run button
22. LAS Storage Day Tank Low Level Limit Alarm
23. LAS Storage Reserve Tank Low Level Limit Alarm
24. LAS Storage Tank Transfer Pump Running
25. LAS Storage Tank Transfer Pump Fault
26. LAS Storage Transfer pump Run momentary push button
27. Low Flow Cut-Off Status
28. Control Panel Power On – System Ready
29. Chemical Feed Emergency Stop
30. Chemical Feed Control Panel Communication Lost Alarm

The Chemical Feed Control Panel shall be equipped with an Emergency Stop switch on the panel enclosure. When the emergency stop switch is activated all chemical feed pumps and all storage transfer pumps shall immediately stop operating and the Emergency Stop alarm shall be indicated on the panel enclosure and also sent to the Pump Station RTU. When deactivated the chemical feed shall resume at the last available settings. The Operator shall be required to pull out the Emergency Stop switch to reset the system.

The chemical feed pumps for Sodium Hypochlorite and for LAS shall not run when there is no water flow at the pump station. This will be determined by a flow limit relay contact from the on-site flow meter to the Chemical Feed Control Panel. If no flow is available all chemical feed pumps shall be disabled. The No-Flow cut-off shall override both manual and remote start commands for both Sodium Hypochlorite and LAS feed pumps.

The Chemical Feed Control Panel shall designate leading and reserve pumps for the Sodium Hypochlorite chemical feed and the LAS chemical feed in order. Before starting chemical feed pump the Chemical Feed Control Panel shall make the leading and reserve designations based on the available pump with the least total running hours. The designation of the leading pump shall be evenly alternated between pumps in order to avoid uneven wear on equipment. After 2000 number of hours of continuous run time the reserve pump shall be turned on and take the place of the leading pump feeding the chemical. The reserve pump will then become the leading pump and vice versa in order to avoid overrunning any single pump. After 2000 number of hours of continuous chemical feed the Chemical Feed Control Panel shall raise the General Chemical Feed Fault alarm at the Pump Station RTU and the Excessive Continuous Chemical Feed Run Time alarm on the enclosure. The alarms and timers shall be reset when the pumps stop. The time duration setting for this leading/reserve switch and the excessive feed time alarm shall be Owner changeable but password protected. At all times under any operating conditions only one of the Sodium Hypochlorite feed pumps shall run at any given time and only one of the LAS pumps shall run at any given time.

3.03 CHEMICAL FEED REMOTE OPERATION

The Chemical Feed Control Panel shall have a selector switch for Local / Off / Remote modes of feed control operation. When the Chemical Feed Control Panel is in remote operation mode the Pump Station RTU will provide the dosing level setting and pump run commands based on PID control feedback loop. The RTU will determine the setting based on the chemical residuals from the chemical analyzer and flow rate from the on-site flow meter vault. The RTU will provide the Chemical Feed Control Panel the feed rate for Sodium Hypochlorite, the feed pump run command for the leading Sodium Hypochlorite pump and the LAS feed pump run command for the leading LAS pump. The feed rate for LAS will be determined by the Chemical Feed Control Panel. The LAS feed rate shall be a constant multiple of the Sodium Hypochlorite feed rate. The constant multiple shall be Owner adjustable and password protected.

3.04 CHEMICAL FEED LOCAL OPERATION

When the Chemical Feed Control Panel is in local operation mode full control of the chemical feed pumps shall be available from the panel enclosure through a touch screen operated HMI. In local operation the Operator will control Sodium Hypochlorite and LAS chemical feeds independently. The operator will be required to manually set the feed rate for each chemical with a potentiometer, select which of the two Sodium Hypochlorite feed pumps to activate and select which of the two LAS feed pumps to activate before starting the pumps.

3.05 CHEMICAL DAY TANK TRANSFER MANUAL AND AUTOMATIC OPERATIONS

There shall be one hand switch to designate Manual or Automatic control of the chemical storage tank transfer pump. The transfer pump will transfer the liquid chemicals from the bulk tank to the day storage tank. The chemical feed pumps will feed from the day storage tanks into the system. When in Automatic Operation the Chemical Feed Control Panel shall monitor the level of Sodium Hypochlorite day tank and turn on the Sodium Hypochlorite chemical transfer pump when the day tank drops to 20% of its total capacity. When in Manual Operation the Operator will manually enable the Sodium Hypochlorite transfer pump using one momentary push button on the panel enclosure for the Sodium Hypochlorite transfer. The momentary operation of the push buttons shall require the Operator to push and hold the run button to transfer the chemicals to the day tank. When the Operator releases the push button the transfer pump shall stop.

4.0 CHEMICAL TRANSFER PUMP

- A. Provide one chemical transfer pump from each chemical system to transfer chemicals from the chemical storage drum to day tank.
- B. Transfer pump shall be a ProMinent Model Gamma L 0232 Series with a capacity of 8.0 gph.
- C. Transfer pump shall be installed at an elevation equal or greater than the top of the day tank and chemical storage drums whichever is greater.
- D. Provide a level instrument for the chemical storage drums to indicate a low level alarm. The alarm shall be connected to the single control panel.

5.0 BULK STORAGE TANK

A double walled bulk storage tank providing secondary containment is to be provided by the bulk chemical supplier. Tanks shall be rotationally-molded, high density cross-linked polyethylene, double wall, flat bottom tanks. The assembly consists of one cylindrical, closed top inner primary tank and one cylindrical, open top containment outer tank. Each tank is a rotationally molded one-piece seamless constructed tank. The tanks are designed for above-ground, vertical installation and are designed to store approved chemicals at atmospheric pressures. Tanks shall be adequately vented and shall be provided with ancillary mechanical fittings and accessories to connect to transfer piping to the day tank. Tank shall have a capacity minimum of 500 gallons and is to be supplied by bulk chemical supplier. Contractor to coordinate installation of bulk tank from chemical supplier with the other associated sodium hypochlorite feed equipment. Contractor to provide initial tank fill of 500 gallons of 10.5% sodium hypochlorite solution meeting NSF 60 standard.

6.0 DRUM CONNECTOR

Not Used

7.0 DRUM CADDY

Not Used

8.0 EYEWASH STAND

Provide one (1) HAWS 8300 – 8309 Eyewash stand to be located inside of shelter building. Station to include stay-open shower valve and eye wash with stainless steel bowl and stay-open ball valve.

9.0 TOTAL CHLORINE RESIDUAL ANALYZER

9.01 The analyzer supplied shall be tested on all components necessary for a functional amperometric chlorine residual monitoring system, including sensor(s), sensor holder with flow meter, flow and pressure control valves, wall mounting panel, wiring and electronics. For the purpose of establishing quality assurance, experience, and system reliability, the products described herein are based on water quality analyzers manufactured by HACH Model CIT10SC. All components of the system shall be pre-assembled onto the wall-mounted panel by the manufacturer and shop-tested prior to shipment. The water quality analyzer equipment shall be the product of a manufacturer who has designed and manufactured similar systems and equipment, and has a record of seven years or more of successful operation of such equipment in the field.

The manufacturer shall provide a one-year warranty on the electronics and six months warranty on the sensors.

9.02 AMPEROMETRIC SENSOR

The chlorine sensor shall be an amperometric-type, providing continuous measurement of residual chlorine concentration without use of any reagents in the sample stream. A sensor cap with integral membrane shall be used to protect the electrodes from flow, pressure and conductivity-based interferences. The membrane cap shall contain an electrolyte to provide a constant chemical environment around the electrodes and allow only the selected chlorine species to migrate into the sensor electrolyte. Measurement accuracy shall be better than +/- 3% of the sensor signal. Response time to 90% of measured value shall be better than one hundred forty (140) seconds. Drift shall be less than 2% per month. The sensor shall include automatic temperature compensation. The signal to the electronic monitor shall be 4-20 mA via 2-wire technology. The sensor shall feature a terminal block with watertight cable gland for field connection of any length cable to the monitor.

Total Chlorine sensor shall be provided with a hydrophilic membrane cap and gel electrolyte. The sensor shall be able to detect total chlorine residuals. The signal converter shall feature a terminal block with watertight cable gland for field connection of any length cable to the monitor. The sensor range shall be 0-10 PPM unless dictated otherwise based on the application.

9.03 SENSOR HOLDER

The sensor holder shall be transparent PVC material with flow control valve and rotameter for setting the sample flow rate. The flow shall be directed at the sensor in such a manner that if the flow is stopped, the sensor membrane is continuously submerged in the sensor holder and to provide continuous cleaning action. Mounting brackets for wall mounting shall be included. The sample line connections shall be 1/4" MNPT unions. A flow switch shall be provided with the rotameter to pause chemical feed or alarm upon loss of sample flow.

9.04 ELECTRONIC MONITOR

The monitor shall be a single channel microprocessor-based, with illuminated LCD display of measured value, status and error annunciation. Unit shall feature non-volatile memory to retain settings in the event of power failure; menu-driven calibration, limit and control settings; sensor monitoring to alarm upon sensor failure or loss of sensitivity; programmable access code allowing calibration but not unauthorized adjustment of limits and outputs. Mounting shall be a wall mounted NEMA 4x enclosure with removable wall mount bracket. An electronically isolated analog (0/4...20 mA) outputs, with 600 Ohm maximum load, shall be proportional to the measured chlorine value and spannable within the measuring range OR proportional to the measured compensating variable and spannable within the measuring range. Relay outputs, rated 250 VAC, 3A, shall include one general fault alarm relay to change state upon exceeding limits, loss of input signals or sensor failure and two limit relays.

9.05 INSTALLATION

The Contractor shall furnish the services of competent factory representative familiar with this installation and equipment to supervise or provide installation assistance.

All materials and equipment shall be clean and free of oil, grease and/or chemical contaminations prior to installation.

9.06 START UP AND TRAINING

Start up and training by chemical feed equipment factory representative shall be arranged and provided by the Contractor. The Manufacturer's representative shall provide the service for successful equipment start up and plant personnel training. Reference Section 01300 1.14 for O&M requirement as it relates to training.

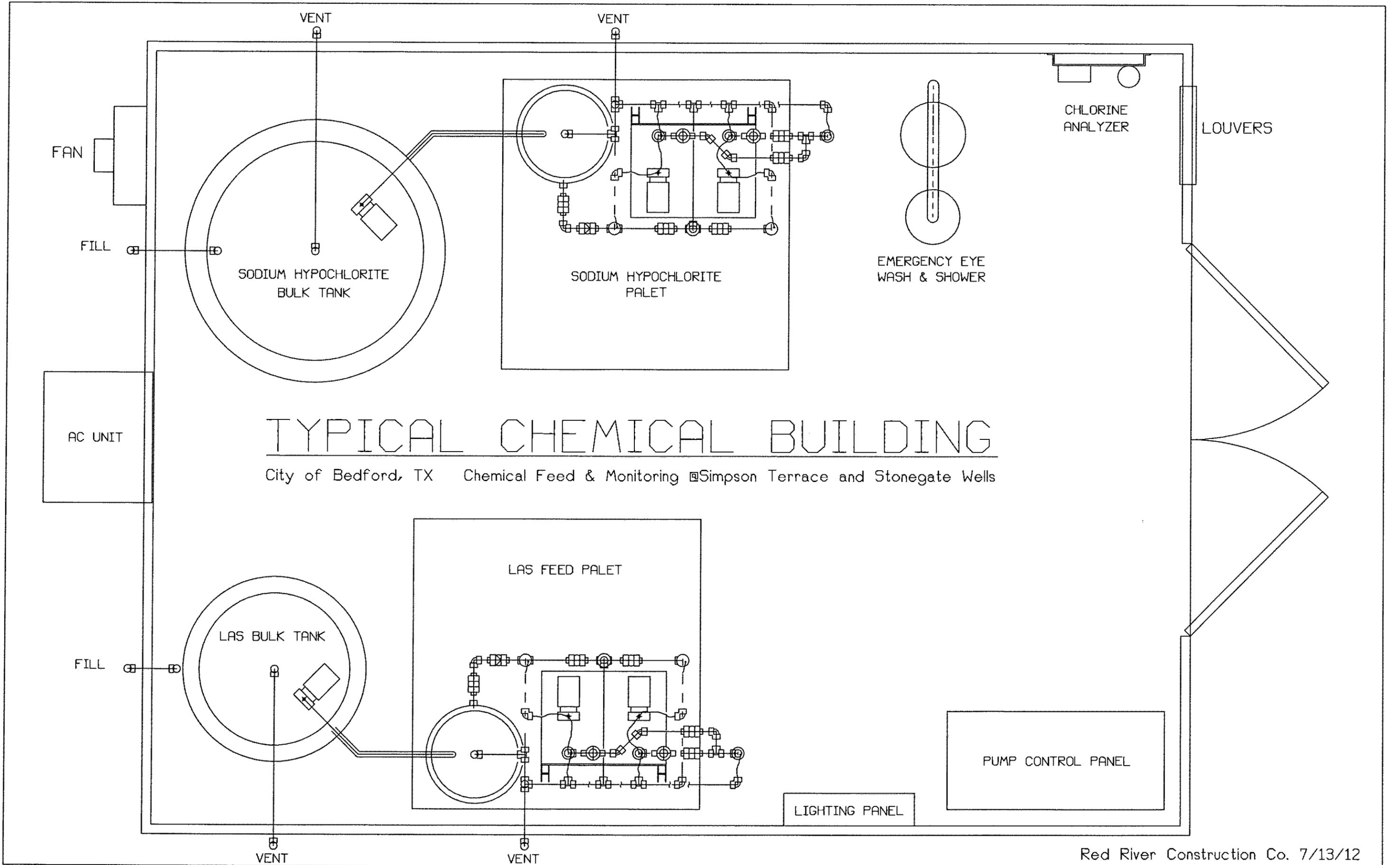
9.07 TWO (2) YEAR WARRANTY**10.0 EXECUTION****10.01 INSTALLATION**

Carefully handle and install the sodium hypochlorite feed equipment in strict accordance with the Manufacturer's instructions.

10.02 FIELD QUALITY CONTROL

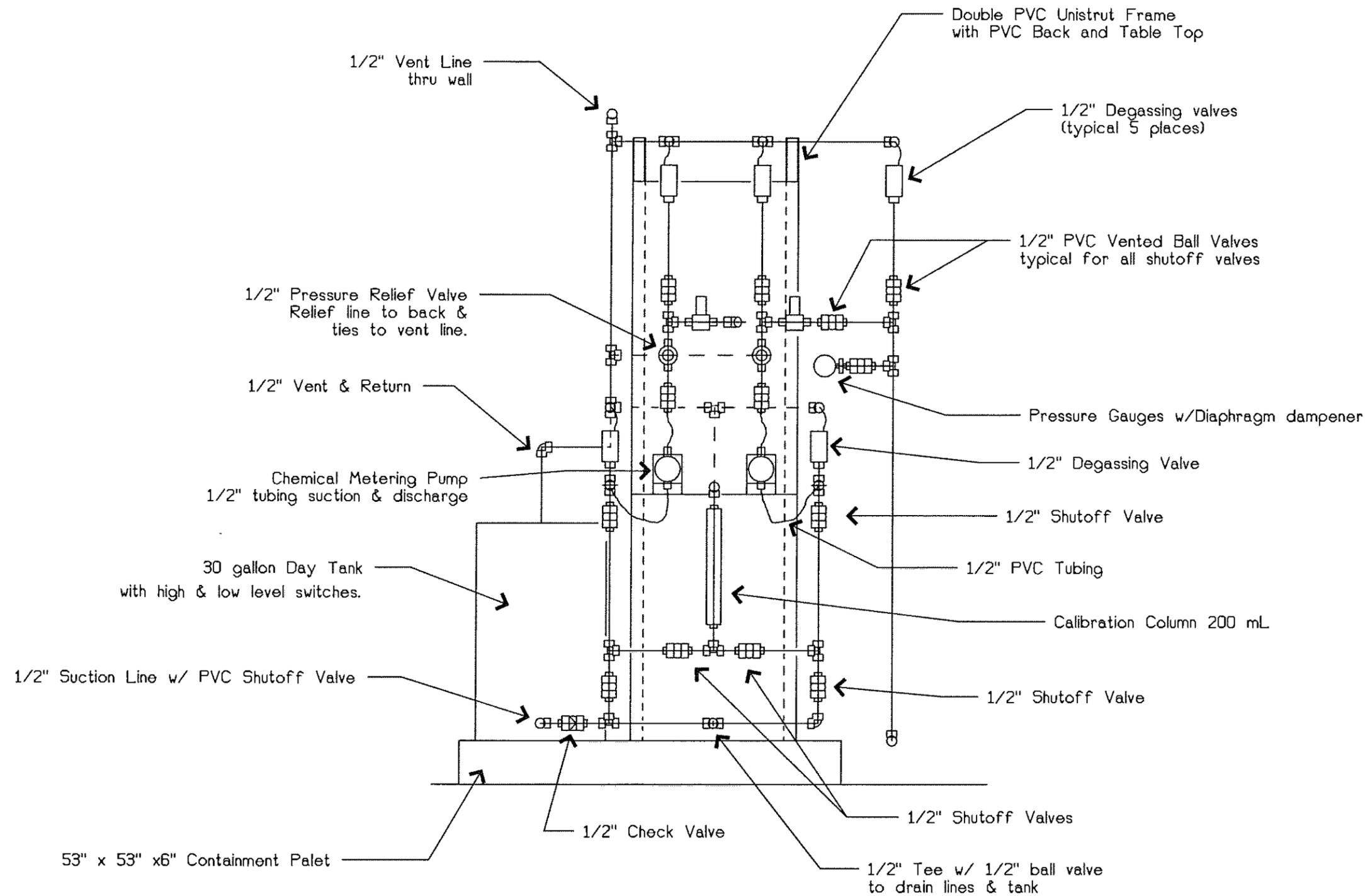
Upon completion of installation of the sodium hypochlorite feed system an acceptance test shall be conducted to verify the satisfactory operation of the system. The test shall be conducted in a manner approved by and in the presence of the Engineer. The equipment shall be checked for leakage, general operation, etc. The equipment must perform in a manner acceptable to the Engineer before final acceptance will be made by the Owner.

END OF SECTION

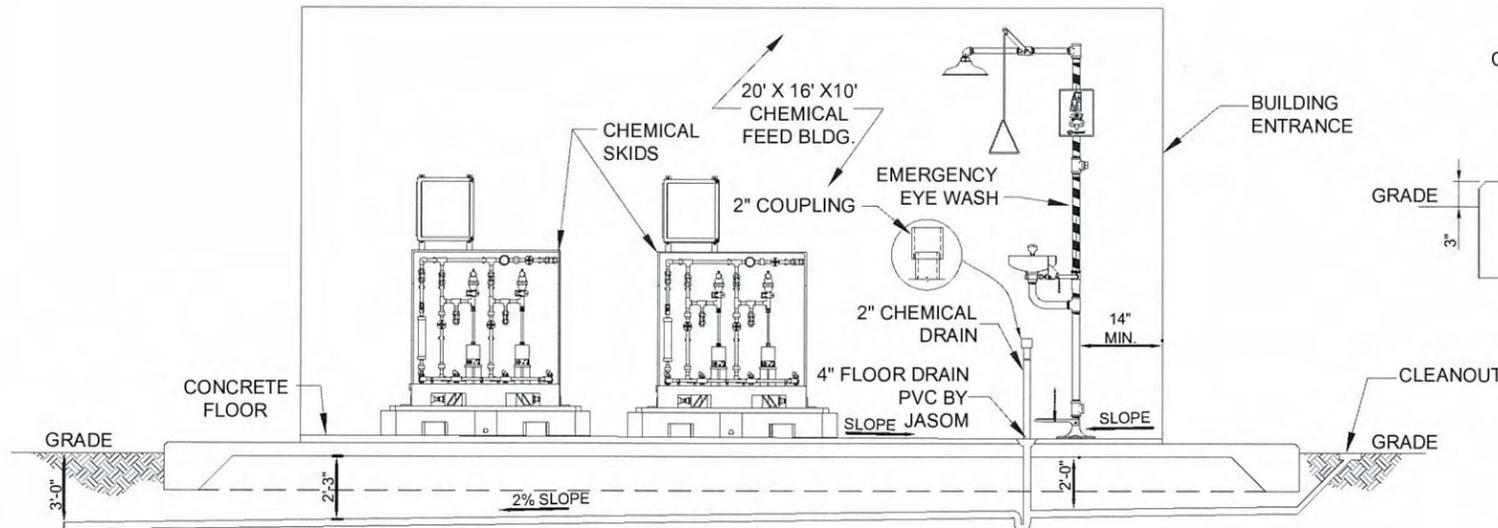


TYPICAL CHEMICAL BUILDING

City of Bedford, TX Chemical Feed & Monitoring @ Simpson Terrace and Stonegate Wells



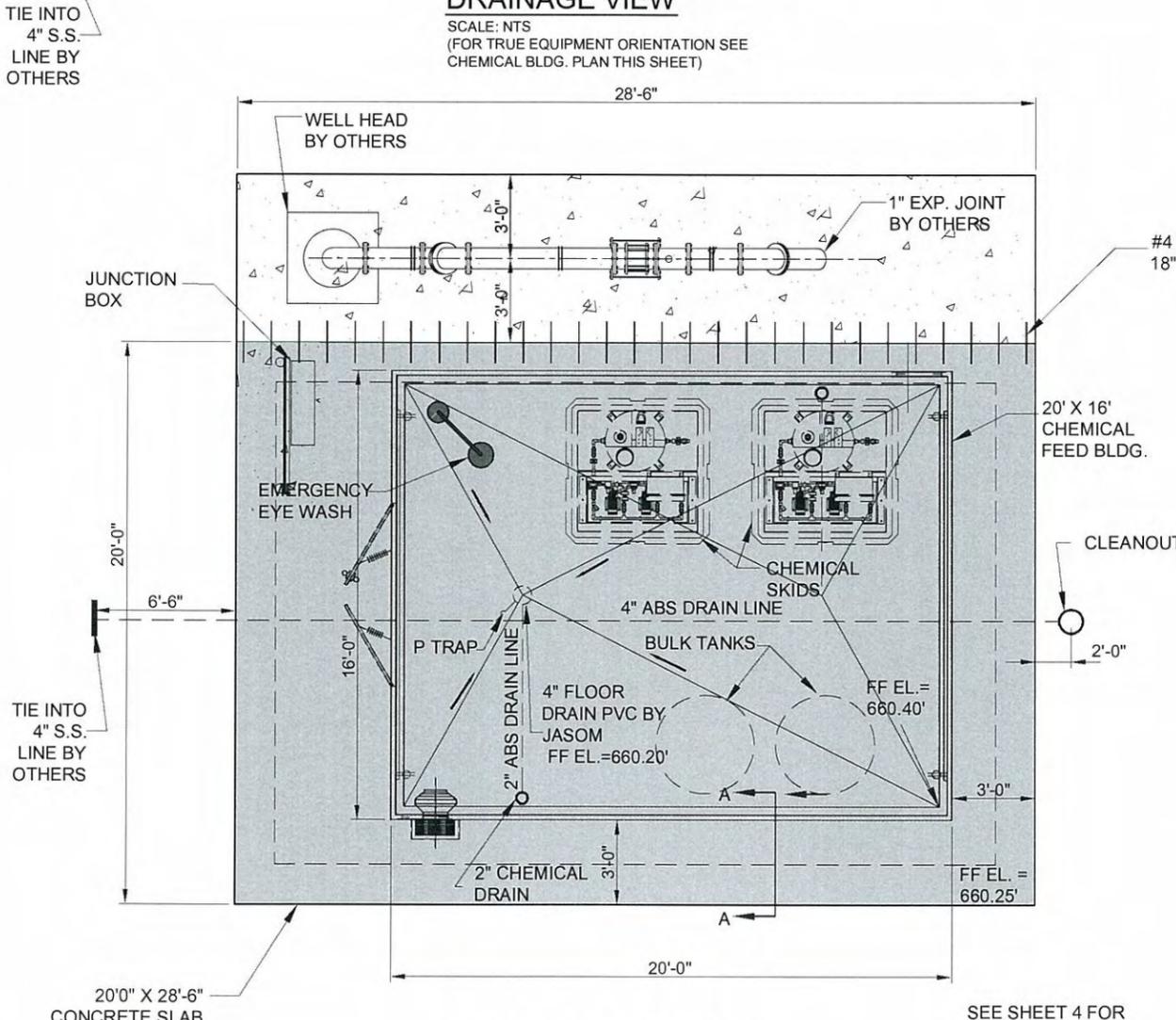
LAS and Sodium Hypochlorite Chemical Systems Layout
 City of Bedford, TX Simpson Terrace and Stonegate Wells



CHEMICAL EQUIPMENT & DRAINAGE VIEW
SCALE: NTS
(FOR TRUE EQUIPMENT ORIENTATION SEE CHEMICAL BLDG. PLAN THIS SHEET)

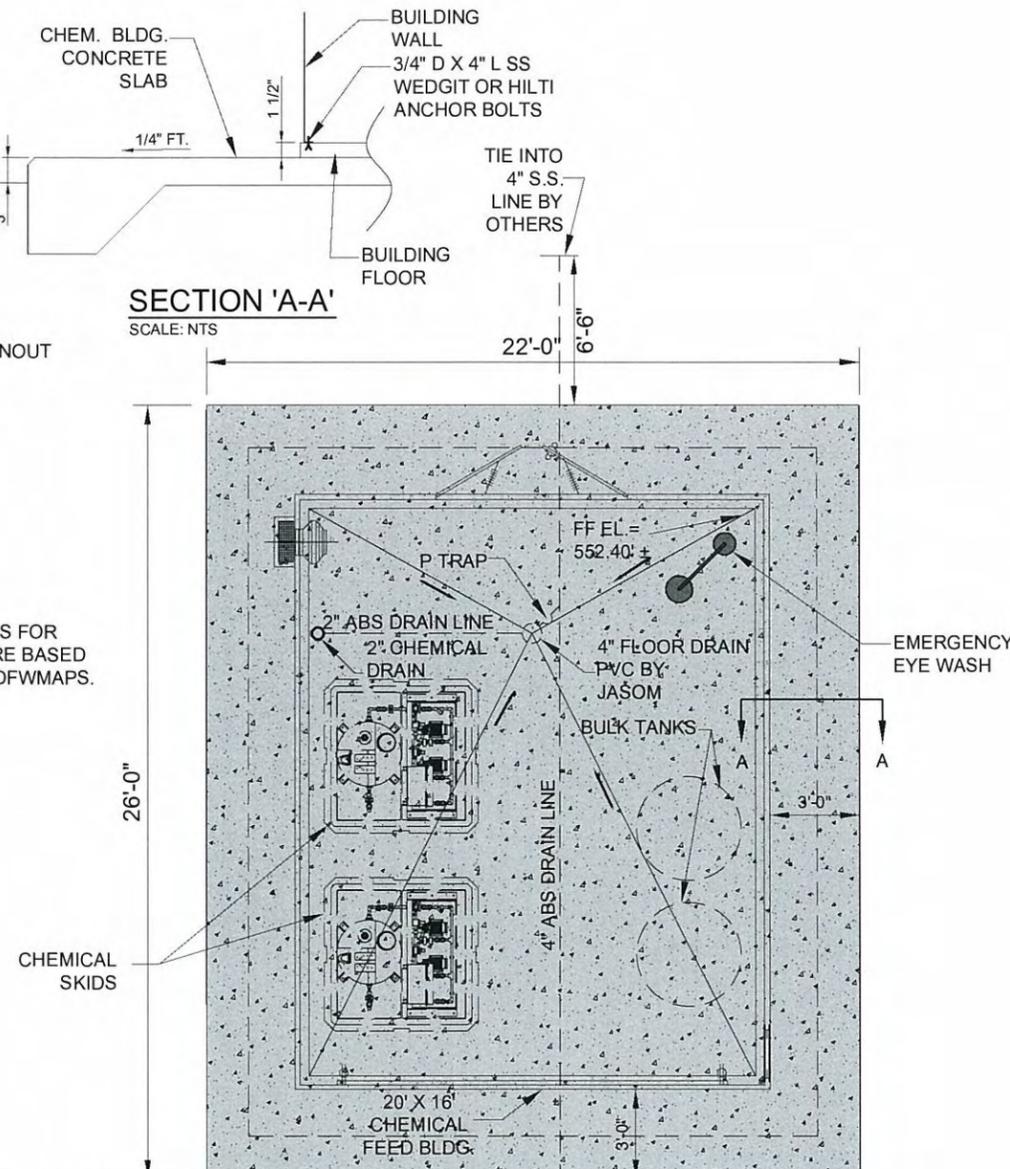
SECTION 'A-A'
SCALE: NTS

NOTE:
F.F. ELEVATIONS FOR STONEGATE ARE BASED ON NCTCOG'S DFWMAPS.



SIMPSON TERRACE WELL HEAD & CHEM. BLDG PLAN
SCALE: NTS

SEE SHEET 4 FOR CHEMICAL HOUSING SLAB DETAIL



STONEGATE CHEMICAL BLDG. PLAN
SCALE: NTS

SEE SHEET 4 FOR CHEMICAL HOUSING SLAB DETAIL

DESIGNED BY: DELTATEK ENGINEERING
DRAWN BY: J. SIMON
REVIEWED BY: DELTATEK ENGINEERING
PLOT SCALE: AS NOTED
FILE NAME: PROJECT - WA 14-013
DATE: APRIL 2012



HOUSING & WELL SLAB DETAILS

CHEMICAL FEED & MONITORING
SIMPSON TERRACE & STONEGATE WELLS
CITY OF BEDFORD, TEXAS

DELTATEK ENGINEERING

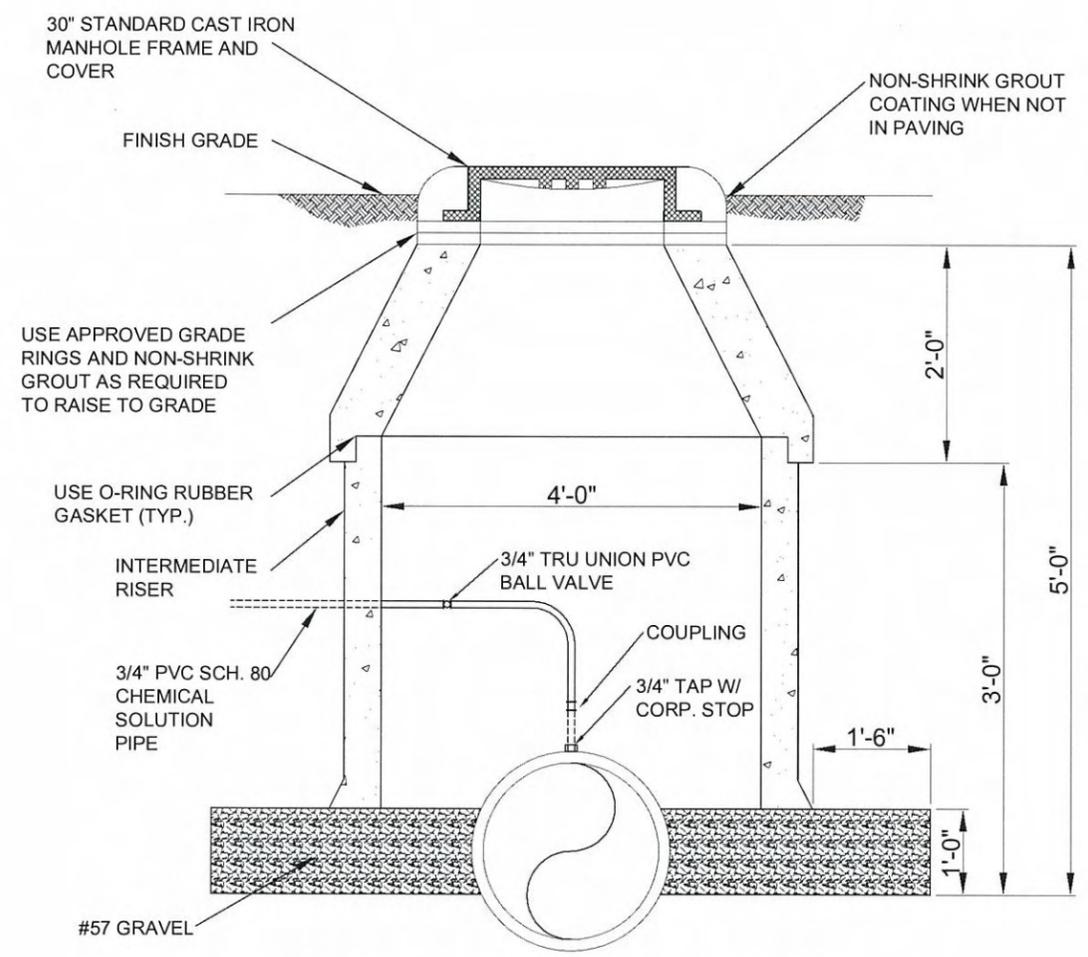
REGISTRATION NUMBER: F-4419
14114 DALLAS PARKWAY, SUITE 480
DALLAS, TEXAS 75254
PHONE: 469-374-9800
www.deltatekeng.com



SHEET NO.

5

OF 10



CHEMICAL PRECAST MANHOLE SECTION
SCALE: NTS

DESIGNED BY: DELTATEK ENGINEERING
DRAWN BY: J. SIMON
REVIEWED BY: DELTATEK ENGINEERING
PLOT SCALE: AS NOTED
FILE NAME: PROJECT # WA 11-01.3
DATE: APRIL 2012



MISCELLANEOUS DETAILS
CHEMICAL FEED & MONITORING
SIMPSON TERRACE & STONEGATE WELLS
CITY OF BEDFORD, TEXAS

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DALLAS, TEXAS 75254
PHONE: 469-374-9800
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SIMPSON TERRACE
(60' R.O.W.)

SHADY BROOK DRIVE
(60' R.O.W.)

R=787.71
L=150.62
T=75.54
r=10°57'20"
CH=150.39
CB=N 67°40'28" E

N 33°29'55" W - 261.73

126,129 SQ. FT. OR
2.895 ACRES

S 27°13'55" E - 309.22

EX. ONCOR LIGHT
POLE TYPICAL (3)

EX. LEVEL
TRANSMITTER
(LIT-104)

S 56°12'55" E - 210.00

EX. BOLLARD
LIGHT FIXTURE(LP)
(TYPICAL)

EXIST.
WELL

EXISTING EST
DRY RISER

N 02°12'55" W - 321.12

F&I 1/14"
U/G
COND. LP

SET PK 2

EX. 120/240V
SERVICE POLE

PROPOSED CHEMICAL
FEED BLDG

EXIST. PMT

EXIST. U/G
SERVICE

EXIST. ONCOR
RISER POLE

EXIST. U/G HIGH
VOLTAGE DUCT BANK

S 89°07'15" W - 306.05

PP#
2106
434
0134

CAUTION - OH
HIGH VOLTAGE
ELECTRIC
POWER LINE

DESIGNED BY:	DELTA TEK ENGINEERING
DRAWN BY:	J. SIMON
REVIEWED BY:	DELTA TEK ENGINEERING
PLOT SCALE:	AS NOTED
FILE NAME:	PROJECT # WA 11-013
DATE:	APRIL 2012

ELECTRICAL EXPERTISE, INC.
ST 87 LAKE CIBOLOKE
HENNINGSON, TX 75652
903-277-7811



SIMPSON TERRACE ELECTRICAL SITE PLAN

CHEMICAL FEED & MONITORING
SIMPSON TERRACE & STONEGATE WELLS
CITY OF BEDFORD, TEXAS

DELTA TEK ENGINEERING

REGISTRATION NUMBER: E-4419
14114 DALLAS PARKWAY, SUITE 480
DALLAS, TEXAS 75254
PHONE: 469-374-9800
www.deltatekeng.com



ELECTRICAL CHEM. BLDG. SITE PLAN

SCALE: 1" = 40'
(BASED ON SHEET SIZE 22 X 34)

SHEET NO.

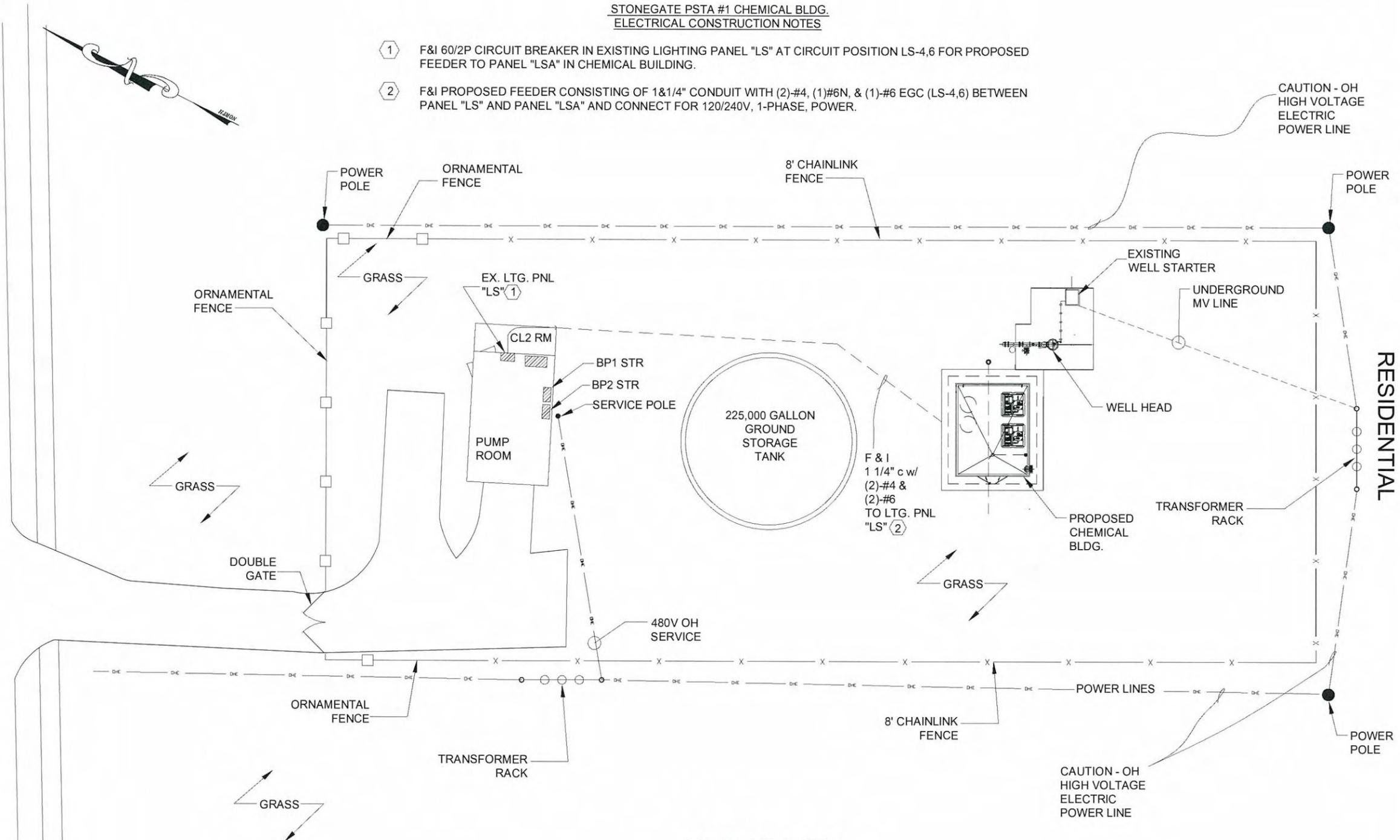
7

OF 10

STONEGATE PSTA #1 CHEMICAL BLDG.
ELECTRICAL CONSTRUCTION NOTES

- ① F&I 60/2P CIRCUIT BREAKER IN EXISTING LIGHTING PANEL "LS" AT CIRCUIT POSITION LS-4,6 FOR PROPOSED FEEDER TO PANEL "LSA" IN CHEMICAL BUILDING.
- ② F&I PROPOSED FEEDER CONSISTING OF 1 1/4" CONDUIT WITH (2)-#4, (1)#6N, & (1)-#6 EGC (LS-4,6) BETWEEN PANEL "LS" AND PANEL "LSA" AND CONNECT FOR 120/240V, 1-PHASE, POWER.

BEDFORD ROAD



CAUTION - OH
HIGH VOLTAGE
ELECTRIC
POWER LINE

RESIDENTIAL

VACANT LOT

STONEGATE PSTA #1
ELECTRICAL CHEM. BLDG.
SITE PLAN

SCALE: NTS

1) MODIFY PER (#)NOTES

DESIGNED BY:	DELTATEK ENGINEERING
DRAWN BY:	J. SIMON
REVIEWED BY:	DELTATEK ENGINEERING
PLOT SCALE:	AS NOTED
FILE NAME:	PROJECT # WA 11-01.3
DATE:	APRIL 2012

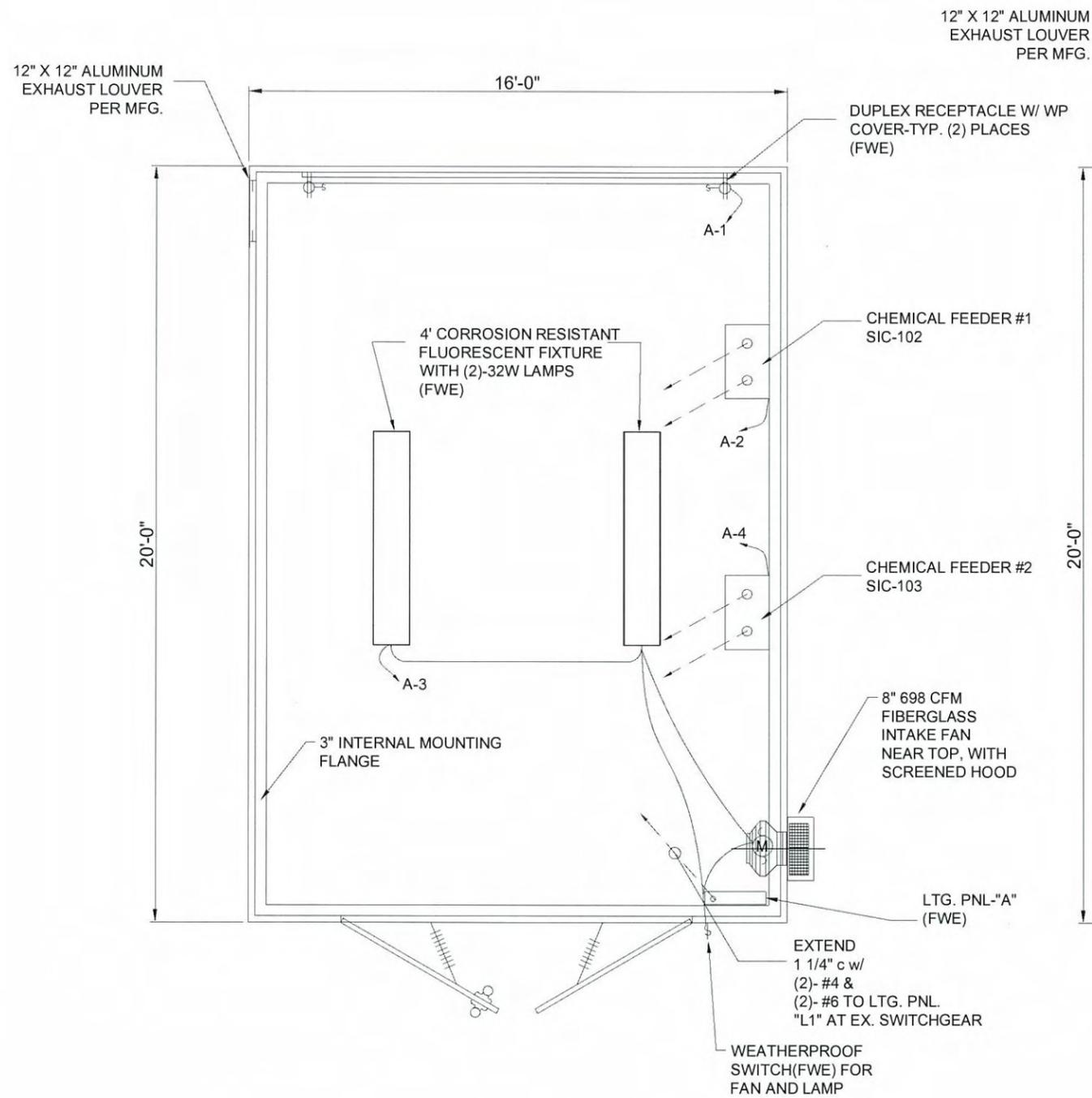
ELECTRICAL EXPERTISE, INC.
5005-297-7811
ST. LOUIS, MO 63108
HENDERSON, TX 75652



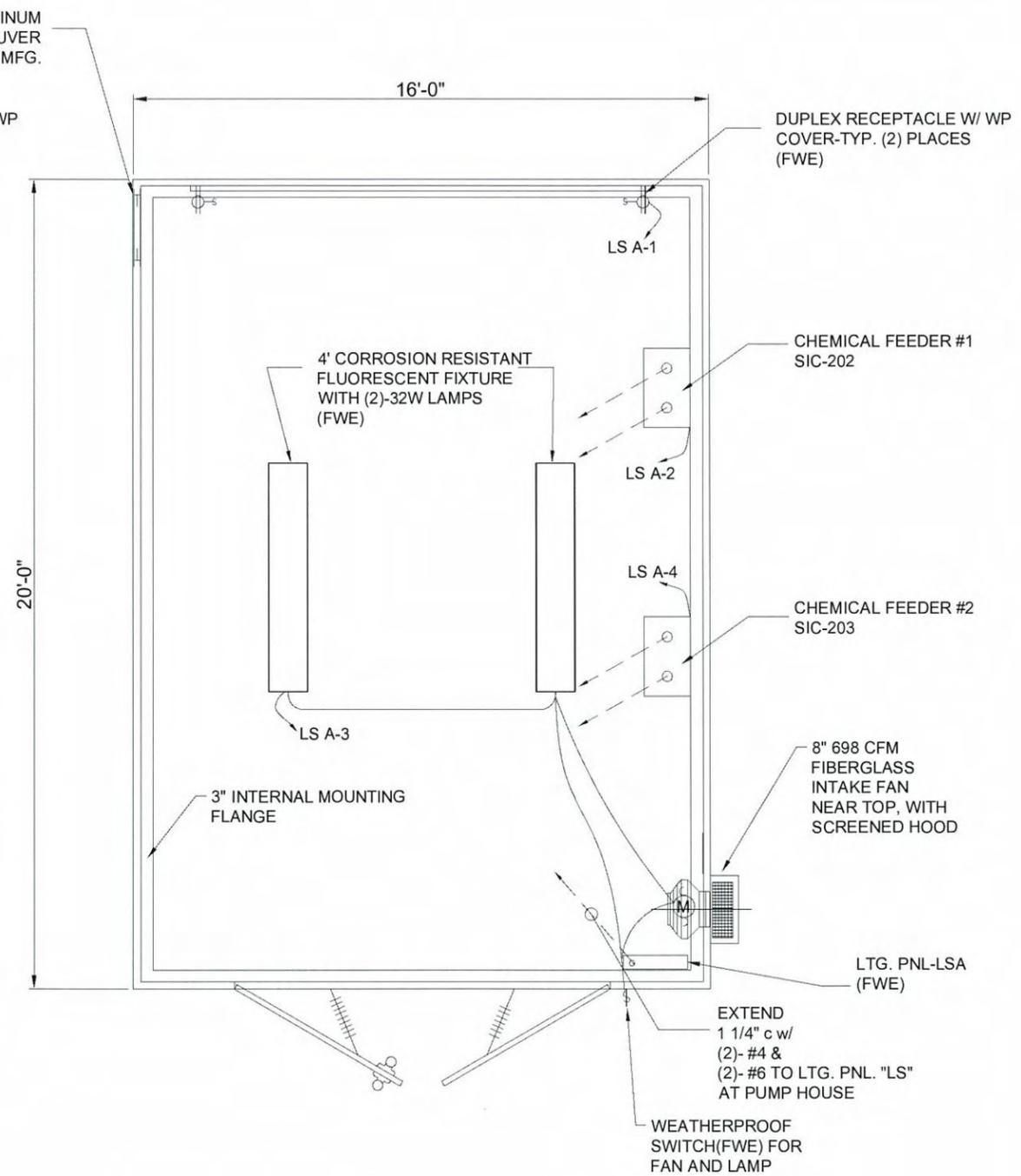
STONEGATE
ELECTRICAL SITE PLAN
CHEMICAL FEED & MONITORING
SIMPSON TERRACE & STONEGATE WELLS
CITY OF BEDFORD, TEXAS

DELTATEK ENGINEERING
REGISTRATION NUMBER: F-4419
14114 DALLAS PARKWAY, SUITE 480
DALLAS, TEXAS 75254
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www.deltatekeng.com



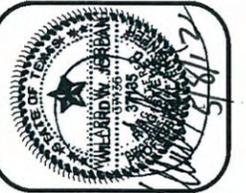


**SIMPSON TERRACE
CHEMICAL BLDG.
ELECTRICAL PLAN**
SCALE: NTS



**STONEGATE
CHEMICAL BLDG.
ELECTRICAL PLAN**
SCALE: NTS

ELECTRICAL EXPERTISE, INC.
14200 W. PARKWAY, SUITE 480
DALLAS, TEXAS 75254
903-297-7811



**ELECTRICAL CHEMICAL
FEED BUILDINGS**
CHEMICAL FEED & MONITORING
SIMPSON TERRACE & STONEGATE WELLS
CITY OF BEDFORD, TEXAS

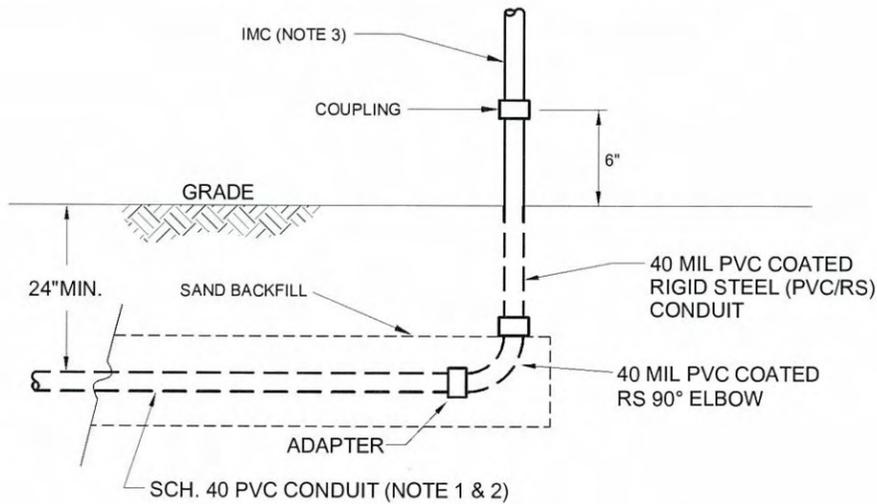
DELTATEK ENGINEERING
REGISTRATION NUMBER: F-4419
14114 DALLAS PARKWAY, SUITE 480
DALLAS, TEXAS 75254
PHONE: 409-374-9800
www.deltatekeng.com



DESIGNED BY: DELTATEK ENGINEERING
DRAWN BY: J. SIMON
REVIEWED BY: DELTATEK ENGINEERING
PLT. SCALE: AS NOTED
FILE NAME: PROJECT # WA 11-013
DATE: APRIL 2012

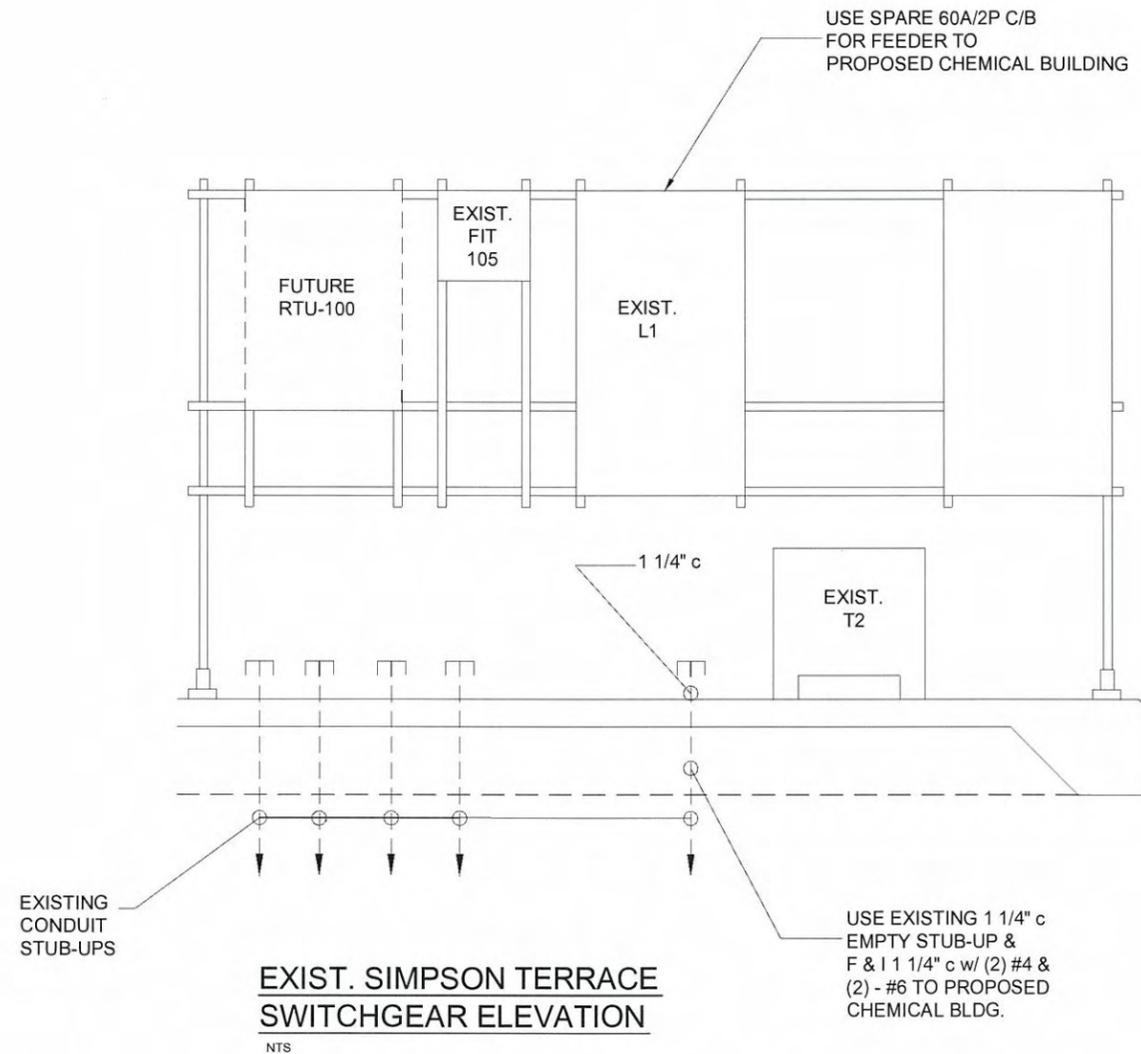
**ELECTRICAL
LEGEND**

- ⊖ - DUPLEX RECEPTACLE, 125V, 20A, NEMA - 5-20R
- S - SWITCH, 125V., 20A., SINGLE POLE SINGLE THROW
- S3 - SWITCH, 125V., 20A., 3-WAY
- ⌒ A - HOME RUN FROM DEVICE TO PANEL 3/4" C. MIN. - NO MORE THAN 3 CONDUCTORS PER CONDUIT WITHOUT DERATING. 20A CIRCUIT - #12 THWN COPPER, 30A CIRCUIT - #10 THWN COPPER
- Ⓜ B - JUNCTION BOX OR PULL BOX - SIZE AS NOTED OR PER NEC IF NOT NOTED
- Ⓜ - MOTOR CIRCUIT PROTECTOR CIRCUIT BREAKER
- Ⓜ YN OR M - MOTOR STARTER CONTACTOR - SIZE AS INDICATED
- Ⓜ OR YN - MOTOR STARTER COIL - VOLTAGE AS INDICATED
- Ⓜ (M) - LIGHT FIXTURE, TYPE "A" DENOTED
- Ⓜ YN OR MALX - MOTOR STARTER AUXILIARY CONTACT
- - CONCEALED OR UNDERGROUND CONDUIT
- — — - EXPOSED CONDUIT
- Ⓜ - GROUND
- Ⓜ - GROUND ROD, COPPER WELD, SIZE AND LENGTH AS NOTED
- TPS - TWISTED PAIR SHIELDED - INSTRUMENTATION HOOK-UP WIRE - SEE SPECS
- HDG - HOT DIPPED GALVANIZED
- GEC - GROUNDING ELECTRODE CONDUCTOR
- EGC - EQUIPMENT GROUNDING CONDUCTOR
- FWE - FURNISHED WITH EQUIPMENT
- WP - WEATHER PROOF
- WPIU - WEATHER PROOF-IN-USE
- - EXISTING POLE
- - PROPOSED POLE
- IMC - INTERMEDIATE METAL CONDUIT
- GRS - GALVANIZED RIGID STEEL
- RS - RIGID STEEL
- PVC/RSC - 40 MIL PVC COATED RIGID STEEL CONDUIT
- U/G - UNDERGROUND
- BSDC - BARE SOFT DRAWN COPPER
- F & I - FURNISH AND INSTALL
- PMT - PAD MOUNTED TRANSFORMER
- EC - ELECTRICAL CONTRACTOR

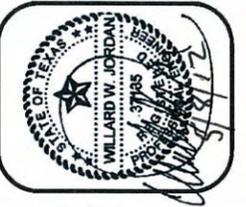


TYPICAL CONDUIT DETAIL

- 1) USE 40 MIL PVC COATED RIGID STEEL CONDUIT FOR ALL LOW VOLTAGE SIGNAL CIRCUITS.
- 2) USE 40 MIL PVC COATED RIGID STEEL CONDUIT FOR NEC CLASSIFIED AREA.
- 3) USE SCHEDULE 40 PVC PLASTIC IN CHEMICAL BUILDINGS.



ELECTRICAL EXPERTISE, INC.
ST 87 LAKE CHEROKEE
HENRIKSON, TX 75652
903-297-7811



ELECTRICAL DETAILS
CHEMICAL FEED & MONITORING
SIMPSON TERRACE & STONEGATE WELLS
CITY OF BEDFORD, TEXAS

DELTATEK ENGINEERING
REGISTRATION NUMBER: F-4419
14114 DALLAS PARKWAY, SUITE 480
DALLAS, TEXAS 75254
PHONE: 469-374-9800
www.deltatekeng.com



CITY OF BEDFORD, TEXAS

CHEMICAL FEED & MONITORING SIMPSON TERRACE & STONEGATE WELLS

PROJECT # WA 11-01.3



LOCATION MAP



SIMPSON TERRACE
1000 SIMPSON TERRACE
BEDFORD, TEXAS 76021

LOCATION MAP



STONEGATE WELL
1126 BEDFORD ROAD
BEDFORD, TEXAS 76022

INDEX OF DRAWINGS

SHEET NO.	DESCRIPTION
0	COVER
1	SIMPSON TERRACE SITE PLAN
2	SIMPSON TERRACE SITE PLAN DETAIL
3	STONEGATE SITE PLAN
4	CHEMICAL FEED BUILDING & SLAB DETAIL
5	HOUSING AND WELL SLAB DETAILS
6	MISCELLANEOUS DETAILS
7	SIMPSON TERRACE ELECTRICAL SITE PLAN
8	STONEGATE ELECTRICAL SITE PLAN
9	ELECTRICAL CHEM. FEED BLDGS.
10	ELECTRICAL DETAILS

CITY OFFICIALS

MAYOR MAYOR PRO-TEM
JAMES STORY RAY CHAMPNEY

COUNCIL MEMBERS

ROGER FISHER CHRIS BROWN
ROY SAVAGE DR. ROY TURNER
 JIM GRIFFIN

CITY MANAGER

BEVERLY GRIFFITH

DIRECTOR OF PUBLIC WORKS

JOHN F. KUBALA, P. E.



Joe W. Ezzell
5/18/12



Bahram Niknam
5/18/12



Willard W. Jordan
5/18/12



DELTATEK ENGINEERING
REGISTRATION NUMBER: F-4419
CIVIL STRUCTURAL ELECTRICAL ENVIRONMENTAL
14114 DALLAS PARKWAY, SUITE 480
DALLAS, TEXAS 75254

NOTE:
THESE DRAWINGS CONFORM TO
INFORMATION PROVIDED BY THE
CITY OF BEDFORD WATER DEPARTMENT.

APRIL 2012



SIMPSON TERRACE
(60' R.O.W.)

SHADY BROOK DRIVE
(60' R.O.W.)

BENCH MARK LOCATED @
NE CORNER OF CONCRETE
SLAB OF J-BOX W/ METER
NORTH OF WATER FOUNTAIN
N=6998769.069
E=2382327.540
ELEV.=659.57'

CONTROL POINT (CP)
N=6998827.219
E=2382359.940
ELEV.=657.769

SET PK NAIL 1 (SET PK 1)
N=6998969.340
E=2382307.978
ELEV.=652.190

SET PK NAIL 2 (SET PK 2)
N=6998765.287
E=2382355.732
ELEV.=659.450

TRACT A

MULTI-FAMILY
HOUSING

APPROXIMATE LOCATION OF SURVEY LINE

5' UTILITY EASEMENT
VOLUME 388-69, PAGE 43
P.R.T.C.T.

5' UTILITY EASEMENT
CABINET A, SLIDE 1739
P.R.T.C.T.

N=6998696.83
E=2382346.82

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

LOT 6

LOT 7

LOT 8

LOT 9

LOT 10

LOT 11

LOT 12

LOT 13

LOT 14

25' BUILDING LINE

R=787.71
L=150.62
T=75.54
 $\alpha=10^{\circ}57'20''$
CH=150.39
CB=N 67°40'28" E

10' UTILITY EASEMENT
VOLUME 388-69, PAGE 43
P.R.T.C.T.

SET PK 1

126,129 SQ. FT. OR
2.895 ACRES

APPROXIMATE LOCATION OF SURVEY LINE

10' UTILITY EASEMENT
VOLUME 388-69, PAGE 43
P.R.T.C.T.

EXIST. 20" WATER LINE

CUT IN TEE FOR NEW 1" Ø COPPER
EYE WASH SUPPLY LINE AT EXISTING
LOCATION INSTALL W/ WATTS #009 RPZ
& STD. METER BOX APPROX. LOCATION
N=6998812.08
E=2382378.72

TRACT C
SEE
SITE PLAN
DETAIL SHEET NO. 2

BLOCK 9
TRACT B

BENCH MARK

SET PK 2

NEW
CHEMICAL
BUILDING

- 1) HYDROPNEUMATIC PRESSURE TANK (BY OTHERS)
- 2) BOOSTER PUMP STATION (BY OTHERS)
- 3) STANDBY GENERATOR (BY OTHERS)

PP.#
2106
434
0134

5' UTILITY EASEMENT
VOLUME 388-69, PAGE 43
P.R.T.C.T.

BASEBALL
AREA

5' UTILITY EASEMENT
CABINET A, SLIDE 1739

BEDFORD HEIGHTS
ELEMENTARY SCHOOL

BASKETBALL
AREA

SINGLE FAMILY
HOUSING

S 89°07'15" W - 306.05

BLOCK 6

S 27°13'55" E - 309.22

S 56°12'55" E - 210.00

S 02°12'55" E - 200.00

N 33°29'55" W - 267.73

N 02°12'55" W - 321.12

TO
H. E. B. INDEPENDENT SCHOOL DISTRICT
CONVEYANCE BY PLAT
P.R.T.C.T.

SITE PLAN

SCALE: 1" = 40'
(BASED ON SHEET SIZE 22 X 34)

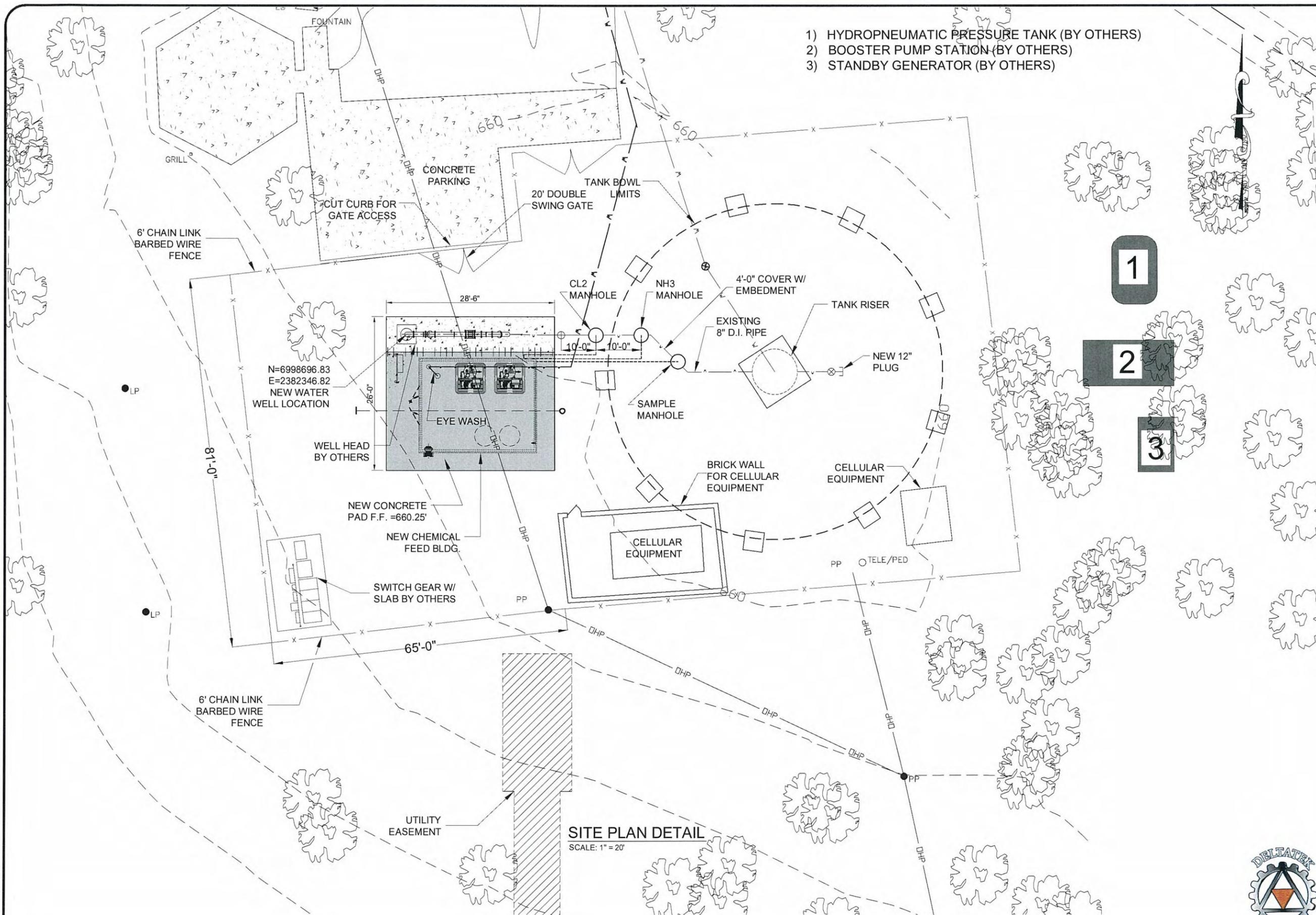


DESIGNED BY:	DELTA TEK ENGINEERING
DRAWN BY:	J. SIMON
REVIEWED BY:	DELTA TEK ENGINEERING
PLOT SCALE:	AS NOTED
FILE NAME:	PROJECT # WA 11-013
DATE:	APRIL 2012



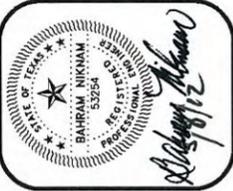
SIMPSON TERRACE SITE PLAN
CHEMICAL FEED & MONITORING
SIMPSON TERRACE & STONEGATE WELLS
CITY OF BEDFORD, TEXAS

DELTA TEK ENGINEERING
REGISTRATION NUMBER: F-4419
14114 DALLAS PARKWAY, SUITE 480
DALLAS, TEXAS 75254
PHONE: 469-374-9800
www.deltatekeng.com



- 1) HYDROPNEUMATIC PRESSURE TANK (BY OTHERS)
- 2) BOOSTER PUMP STATION (BY OTHERS)
- 3) STANDBY GENERATOR (BY OTHERS)

DESIGNED BY:	DELTA TEK ENGINEERING
DRAWN BY:	J. SIMON
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PLOT SCALE:	AS NOTED
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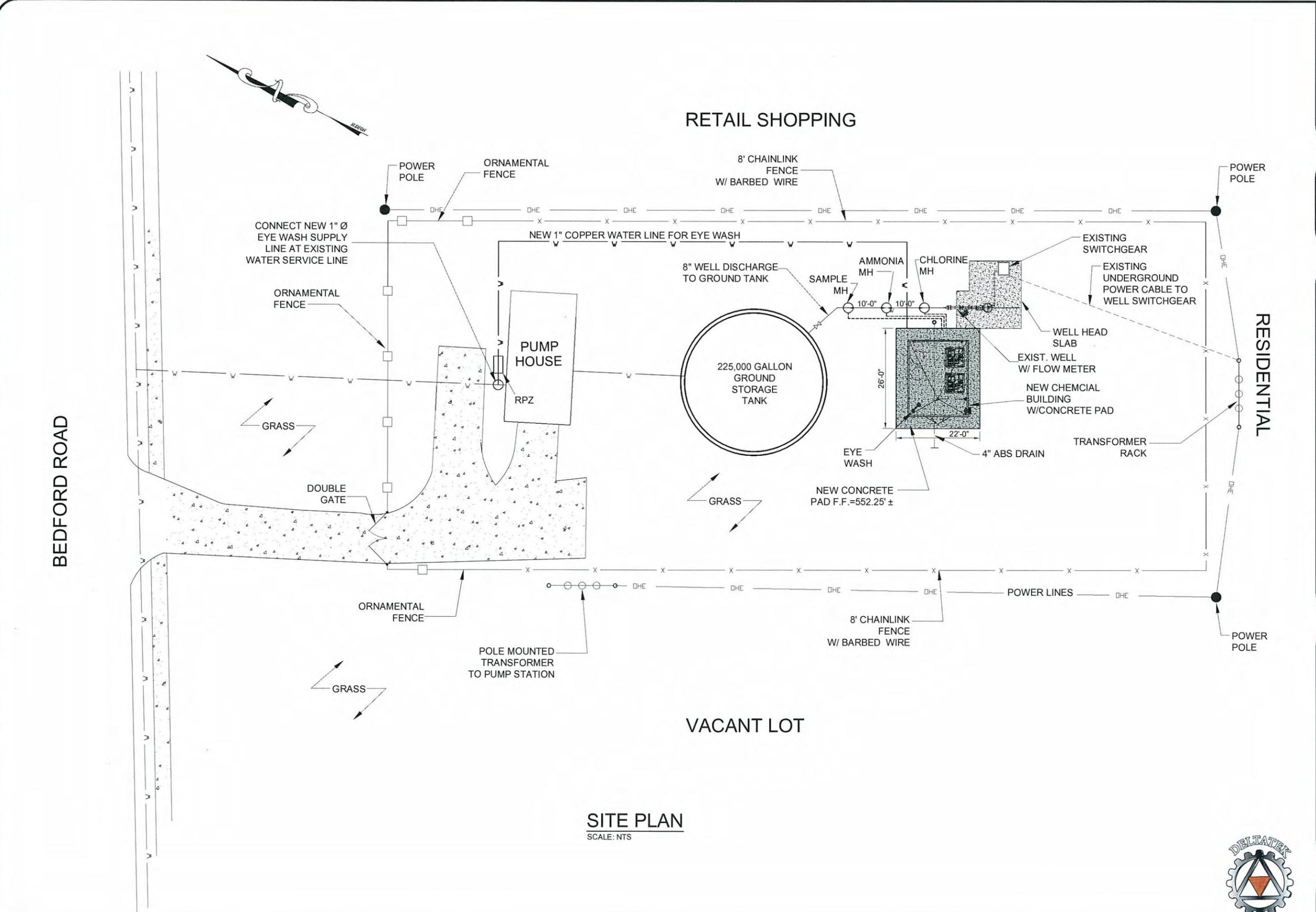


**SIMPSON TERRACE SITE
PLAN DETAIL**
CHEMICAL FEED & MONITORING
WELLS
SIMPSON TERRACE & STONEGATE WELLS
CITY OF BEDFORD, TEXAS

DELTA TEK ENGINEERING
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DALLAS, TEXAS 75254
PHONE: 469-374-9800
www.deltatekeng.com



SITE PLAN DETAIL
SCALE: 1" = 20'



SITE PLAN
SCALE: NTS

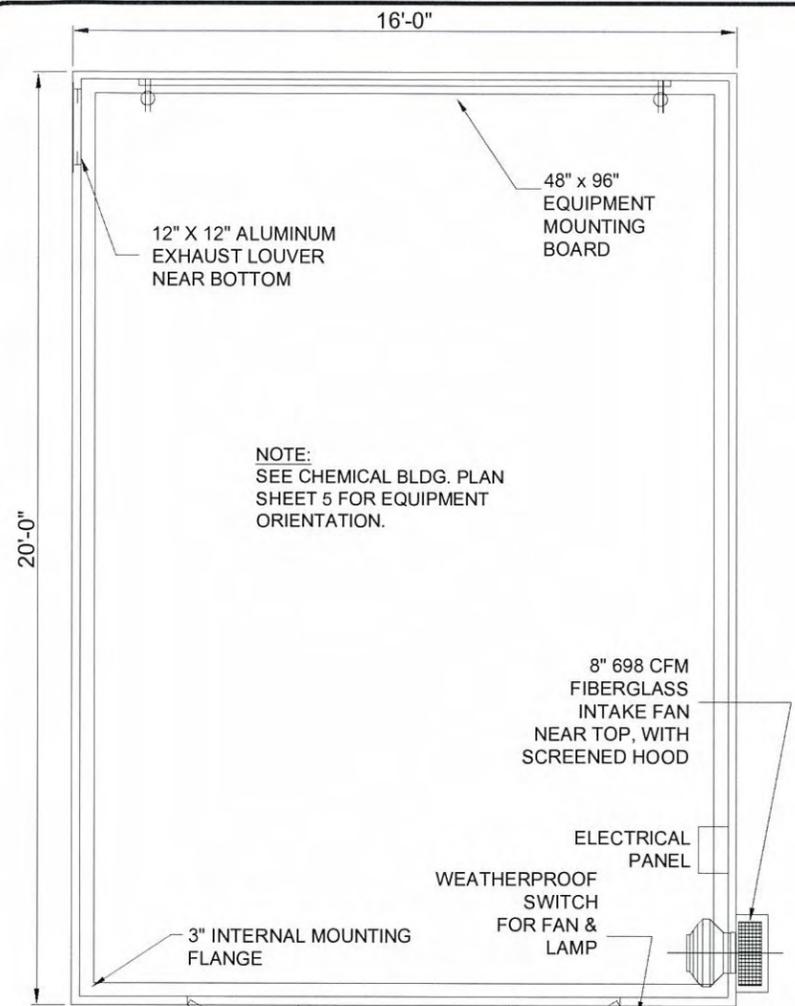
DESIGNED BY: DELTATEK ENGINEERING
DRAWN BY: J. SIMON
REVIEWED BY: DELTATEK ENGINEERING
PLOT SCALE: AS NOTED
FILE NAME: PROJECT # WA 11-013
DATE: APRIL 2012



STONEGATE SITE PLAN
 CHEMICAL FEED & MONITORING
 SIMPSON TERRACE & STONEGATE WELLS
 CITY OF BEDFORD, TEXAS

DELTATEK ENGINEERING
 REGISTRATION NUMBER: F-4419
 14114 DALLAS PARKWAY, SUITE 480
 DALLAS, TEXAS 75254
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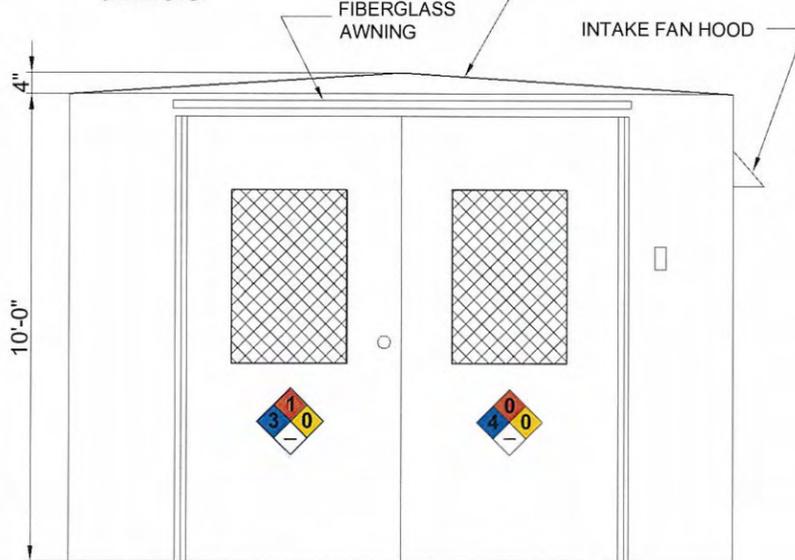




NOTE:
SEE CHEMICAL BLDG. PLAN
SHEET 5 FOR EQUIPMENT
ORIENTATION.

40" X 80" DOOR WITH SS
HINGE, STD. LOCKSET
DOOR GASKET AND
CHAIN STOP

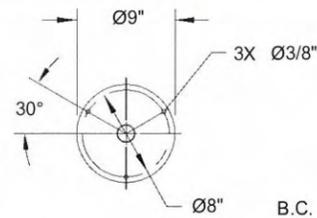
PLAN
SCALE: NTS



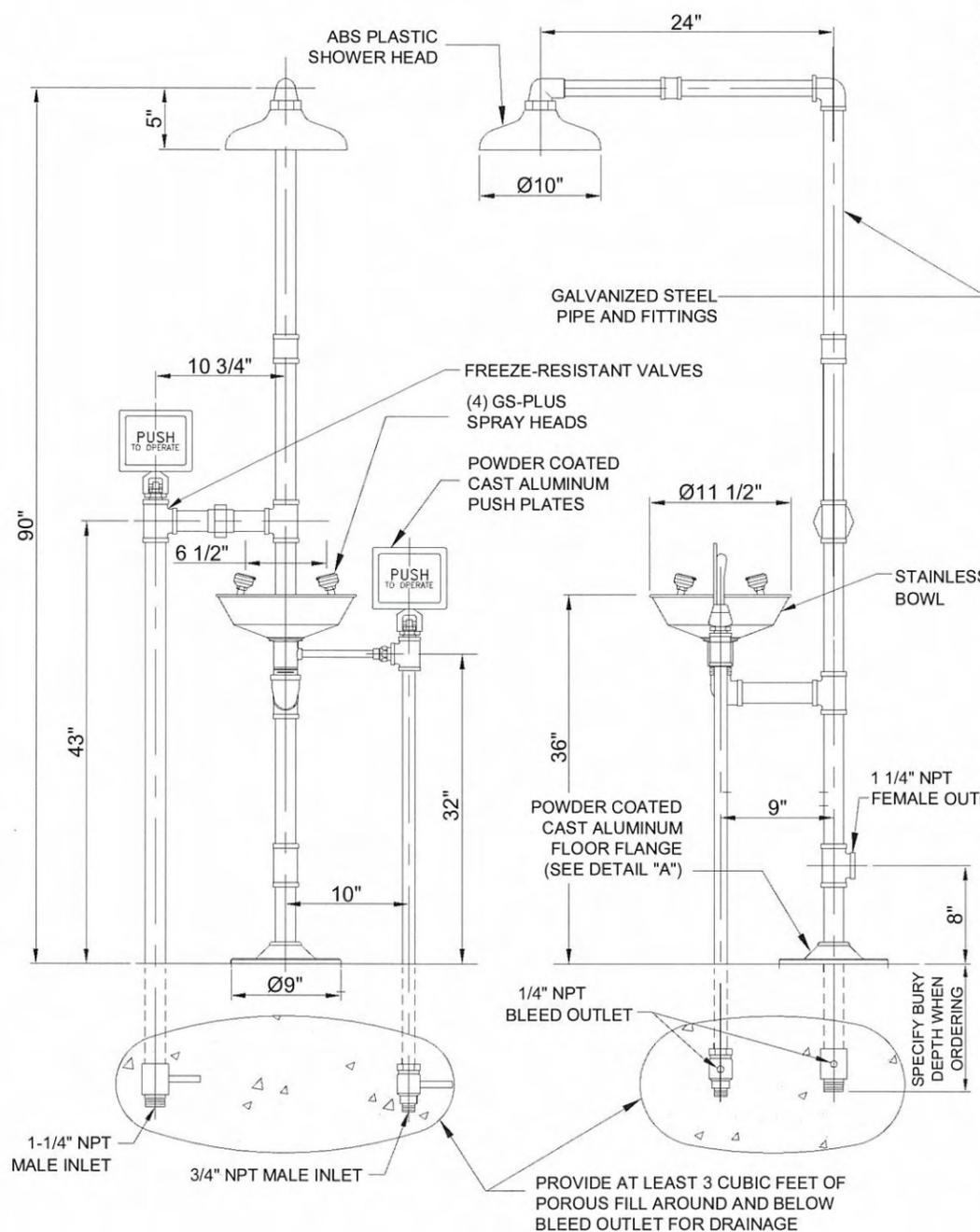
ELEVATION
SCALE: NTS



NOTE:
EACH GS-PLUS SPRAY HEAD
HAS A "FLIP-TOP" DUST COVER,
INTERNAL FLOW CONTROL AND
FILTER TO REMOVE IMPURITIES
FROM THE WATER FLOW.



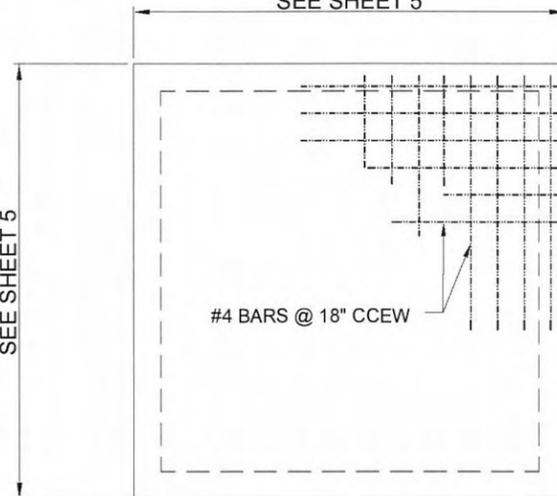
MOUNTING DETAIL



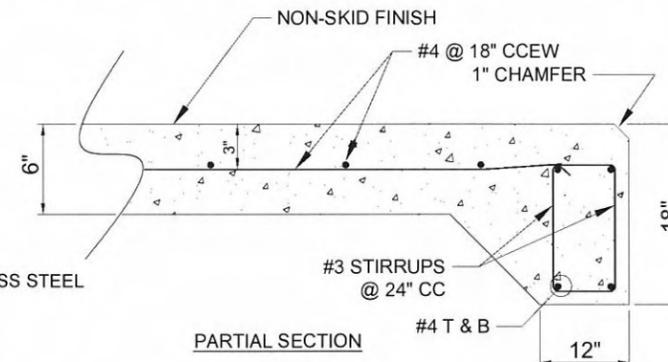
EMERGENCY EYEWASH
SCALE: NTS

DIMENSION PER LOCATION
SEE SHEET 5

DIMENSION PER LOCATION
SEE SHEET 5



PLAN



PARTIAL SECTION



CORNER BAR

**CHEMICAL
HOUSING SLAB DETAIL**
NTS

DESIGNED BY: DELTATEK ENGINEERING
DRAWN BY: J. SIMON
REVIEWED BY: DELTATEK ENGINEERING
PLOT SCALE: AS NOTED
FILE NAME: PROJECT # WA 11-013
DATE: APRIL 2012



**CHEMICAL FEED BUILDING
& SLAB DETAIL**
CHEMICAL FEED & MONITORING
SIMPSON TERRACE & STONEGATE WELLS
CITY OF BEDFORD, TEXAS

DELTATEK ENGINEERING
REGISTRATION NUMBER: F-4419
14114 DALLAS PARKWAY, SUITE 480
DALLAS, TEXAS 75234
PHONE: 469-374-9800
www.deltatekeng.com





Council Agenda Background

PRESENTER: John F. Kubala, P.E., Public Works Director

DATE: 09/11/12

Council Mission Area: Be responsive to the needs of the community.

ITEM:

Consider a resolution authorizing the City Manager to enter into a contract with DNA Automation Inc. in the amount of \$136,500 for the Construction of the Bedford Supervisory Control And Data Acquisition (SCADA) System for Water Facilities.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The City currently does not have a SCADA System to monitor or control any of the water facilities within the system. In order to be permitted an exemption to change from free chlorine to chloramine, TCEQ under authority of 30 TAC §290.42 required documentation and approval of plans and specifications that included systems for chemical feed and monitoring including SCADA. TCEQ granted approval of the plans on April 24, 2012.

Further, staff is unable to monitor the amount or changes in elevation of water in its three elevated water storage tanks. With the change to a more sophisticated disinfection method to match that of TCWSP, and with the addition of a second well, real time monitoring of the three elevated storage tanks and the one ground storage tank is highly desirable. The data will be transmitted to the Public Works Service Center where the associated software will allow communication and control.

The SCADA System will be able to utilize the Motorola communication system installed as a part of the Traffic Signal Synchronization Project. The low bidder was DNA Automation Inc. in the amount of \$136,500. Funding will come from the 2011 and the 2012 Water Certificates of Obligation.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with DNA Automation Inc. in the amount of \$136,500 for the Construction of the Bedford Supervisory Control And Data Acquisition (SCADA) System for Water Facilities.

FISCAL IMPACT:

\$136,500 will come from the 2011 and the 2012 Water Certificates of Obligation.

ATTACHMENTS:

Resolution
Bid Tabulation

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH DNA AUTOMATION INC. IN THE AMOUNT OF \$136,500 FOR THE CONSTRUCTION OF BEDFORD SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM FOR WATER FACILITIES.

WHEREAS, the City Council of Bedford, Texas determines the necessity for the construction of a SCADA System for Water Facilities; and,

WHEREAS, these improvements will help provide for an economical source of potable water.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEDFORD, TEXAS:

SECTION 1. That the City Council authorizes the City Manager to enter into a contract with DNA Automation Inc. in the amount of \$136,500 for the Construction of Bedford SCADA System for Water Facilities.

SECTION 2. Funding in the amount of \$136,500 will come from the 2011 and the 2012 Water Certificates of Obligation.

PASSED AND APPROVED the 11th day of September 2012, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

Bid/Project Name: BEDFORD SCADA SYSTEM FOR WATER FACILITIES

Bid/Project Number	WA-10-04
Bid Opening Date:	June 15, 2012
Bids Rec'd:	1



Name of Bidder	DNA Automation Inc.
Address	P.O. Box 181
City, State, Zip	Kaufman, Texas 75142
Telephone / Fax	214-914-9717
Email	s.chancellor@dnaautomation.com
Contact	Steve Chancellor

Bid 1

BID SCHEDULE

#	Item	Qty	Unit	Unit Price	Extended Price
SCADA SIMPSON TERRACE AND MASTER					
1	Furnish labor and materials to install a new remote terminal unit and connect all analog and digital signals from equipment and devices at this site. Includes antenna mounting and programming.	1	LS	\$28,600.00	\$28,600.00
2	Furnish O&M manuals with standard operating procedure as detailed in the specifications.	1	LS	\$2,500.00	\$2,500.00
3	Furnish and install SCADA Master Control Station. Includes radios, antennas, routers, all hardware, electrical, software, "Cisco" switches, programming, startup, and training.	1	LS	\$39,900.00	\$39,900.00
4	Furnish and install labor and materials to install a new remote terminal unit at the Control Center to capture all analog and digital signals from equipment and devices at the Cummings and Fire Station No. 3 Elevated Storage Tank sites. Includes antenna connection and programming.	1	LS	\$33,500.00	\$33,500.00
SCADA STONEGATE					
5	Furnish and install labor and materials to install a new remote terminal unit and connect all analog and digital signals from equipment and devices at this site. Includes antenna mounting and programming.	1	LS	\$32,000.00	\$32,000.00
TOTAL BASE BID					\$136,500.00

Notes:	Bid Bond Included
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Low Bid Vendor: DNA Automation Inc.



DELTATEK ENGINEERING
 Firm Registration No. F-4419
 14114 DALLAS PARKWAY, SUITE 480
 DALLAS, TEXAS 75254
 469-374-9800
 bn@deltatekeng.com



Council Agenda Background

PRESENTER: John F. Kubala, P.E., Public Works Director

DATE: 09/11/12

Council Mission Area: Be responsive to the needs of the community.

ITEM:

Consider a resolution authorizing the City Manager to enter into a contract with Blastco Texas, Inc. in the amount of \$53,500 for the Construction of Simpson Terrace Elevated Storage Tank (EST) Piping Modification at Simpson Terrace Potable Water Well.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

In order to move the Simpson Terrace Well water into the distribution system, piping modifications to the Simpson Terrace elevated storage tank are necessary. This piping will allow the Simpson Terrace Well to pump directly into the top of the elevated storage tank. This arrangement provides for a better mixing of the water received from the Tarrant County Water Supply Project. The low bidder was Blastco Texas, Inc. in the amount of \$53,500. Funding will come from the 2011 and the 2012 Water Certificates of Obligation.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with Blastco Texas, Inc. in the amount of \$53,500 for the Construction of Simpson Terrace EST Piping Modification at the Simpson Terrace Potable Water Well.

FISCAL IMPACT:

\$53,500 will come from the 2011 and the 2012 Water Certificates of Obligation.

ATTACHMENTS:

Resolution
Bid Tabulation

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BLASTCO TEXAS, INC. IN THE AMOUNT OF \$53,500 FOR THE CONSTRUCTION OF SIMPSON TERRACE EST PIPING MODIFICATION AT SIMPSON TERRACE POTABLE WATER WELL.

WHEREAS, the City Council of Bedford, Texas determines the necessity for the construction of Simpson Terrace EST Piping Modification at Simpson Terrace Potable Water Well; and,

WHEREAS, these improvements will provide for an economical source of potable water.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEDFORD, TEXAS:

SECTION 1. That the City Council authorizes the City Manager to enter into a contract with Blastco Texas, Inc. in the amount of \$53,500 for the Construction of Simpson Terrace EST Piping Modification at Simpson Terrace Potable Water Well.

SECTION 2. Funding in the amount of \$53,500 will come from the 2011 and the 2012 Water Certificates of Obligation.

PASSED AND APPROVED the 11th day of September 2012, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

Bid/Project Name: Simpson Terrace Piping Modification

Bid/Project Number	WA-11-01.2
Bid Opening Date:	June 8, 2012
Bids Rec'd:	2



Name of Bidder		Blastco Texas, Inc.		Axis Construction, LP			
Address		5514 Easthampton Drive		P.O. Box 77916			
City, State, Zip		Houston, Texas 77039		Fort Worth, Texas 76177			
Telephone / Fax		281-590-3200 / 281-590-3234		817-439-0709 / 817-439-1608			
Email		jays@blasttech.com		joeswinnea@hotmail.com			
Contact		Jay Soper		Joe Swinnea			
				Bid 1		Bid 2	
BID SCHEDULE							
#	Item	Qty	Unit	Unit Price	Extended Price	Unit Price	Extended Price
1	Furnish and install discharge piping between the well discharge and the elevated water tower. Includes both 8" D.I., steel pipe, penetrating the EST access tube, piping supports, floor penetrations, and discharge above the tank high water line.	1	LS	\$18,500.00	\$18,500.00	\$34,230.00	\$34,230.00
2	Furnish and install 12" booster pump station suction piping from tank bowl to ground level. Includes sch 40 steel pipe, brackets, penetrations, 12" D.I. pipe, 12" gate valve, blind flange, and plug.	1	LS	\$22,000.00	\$22,000.00	\$36,600.00	\$36,600.00
3	Disinfection of new piping and EST per ANSI/AWWAC 65.02 method 2.	1	LS	\$3,500.00	\$3,500.00	\$2,400.00	\$2,400.00
4	Paint all new piping and touchup paint areas of the EST that are affected by the piping installation.	1	LS	\$9,500.00	\$9,500.00	\$11,470.00	\$11,470.00
TOTAL BASE BID					\$53,500.00		\$84,700.00
Notes:		Bid Bond Included			5% Cashiers Check included		
		Apparent low bidder					

Low Bid Vendor: Blastco Texas, Inc.



DELTATEK ENGINEERING
 Firm Registration No. F-4419
 14114 DALLAS PARKWAY, SUITE 480
 DALLAS, TEXAS 75254
 469-374-9800
 bn@deltatekeng.com



Council Agenda Background

PRESENTER: James Tindell, Fire Chief

DATE: 09/11/12

Council Mission Area: Provide a safe and friendly community environment.

ITEM:

Consider a resolution authorizing the payment to the City of North Richland Hills, in the amount of \$27,800.40, to provide continuous maintenance for subscriber radios and auxiliary equipment to obtain maximum performance.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

A radio maintenance agreement between the cities of Bedford and North Richland Hills originated on October 1, 1996. The City of North Richland Hills coordinates a radio maintenance consortium between the cities of Bedford, Colleyville, Euless, Grapevine, Haltom City, Keller, North Richland Hills, Richland Hills, Southlake and Tarrant County. A substantial savings in the cost of maintenance for subscriber radio and auxiliary units can be obtained by participating in the consortium, while maintaining local control of the programming and management of each subscriber radio and auxiliary units.

The City of Bedford has determined the necessity to secure radio services with the City of North Richland Hills, in the amount of \$27,800.40, to provide continuous maintenance to subscriber radios and auxiliary equipment to obtain maximum performance. The City Attorney has reviewed and approved the Agreement Terms and Conditions.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing payment to the City of North Richland Hills, in the amount of \$27,800.40, to provide continuous maintenance for subscriber radios and auxiliary equipment to obtain maximum performance.

FISCAL IMPACT:

Fiscal impact to the City of Bedford and the amount budgeted in the FY2012-2013 General Fund is \$27,800.40 for this payment.

ATTACHMENTS:

Resolution
1996 Interlocal Agreement

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING PAYMENT TO THE CITY OF NORTH RICHLAND HILLS, IN THE AMOUNT OF \$27,800.40, TO PROVIDE CONTINUOUS MAINTENANCE TO SUBSCRIBER RADIOS AND AUXILIARY EQUIPMENT TO OBTAIN MAXIMUM PERFORMANCE.

WHEREAS, the City of North Richland Hills coordinates a radio maintenance consortium with the cities of Bedford, Colleyville, Euless, Grapevine, Haltom City, Keller, North Richland Hills, Richland Hills, Southlake and Tarrant County; and,

WHEREAS, the City Council of Bedford, Texas approved an interlocal agreement with the City of North Richland Hills on March 26, 1996 to join the radio maintenance consortium; and,

WHEREAS, monthly maintenance rates are based on the number of subscriber radio and auxiliary units on the contract; and,

WHEREAS, a substantial savings in the cost of maintenance for subscriber radio and auxiliary units can be obtained by participating in the consortium while maintaining local control of the programming and management of each subscriber radio and auxiliary units; and,

WHEREAS, the City of Bedford has determined the necessity to secure radio services with the City of North Richland Hills Radio Frequency Consortium in the amount of \$27,800.40 to provide continuous maintenance to subscriber radio and auxiliary units to obtain maximum performance; and,

WHEREAS, the agreement would commence October 1, 2012 and expire September 30, 2013.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEDFORD, TEXAS:

SECTION 1. That the City Council hereby authorizes payment to the City of North Richland Hills in the amount of \$27,800.40, in accordance with the 1996 interlocal agreement.

PASSED AND APPROVED this 11th day of September , by a vote of ___ ayes, _____ nays and _____ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

STATE OF TEXAS

CITY OF BEDFORD

AGREEMENT

This Agreement, made and entered into by and between the City of Bedford, a municipal corporation, located in Tarrant County, Texas, hereinafter called "Bedford," and the City of North Richland Hills, a municipal corporation, located in Tarrant County, Texas, hereinafter called "North Richland Hills," evidences the following:

WHEREAS, North Richland Hills, and Bedford desire to enter into an Agreement at the request of Bedford for inclusion into a radio maintenance agreement between the City of North Richland Hills and Motorola Communications and Electronics, Incorporated, hereinafter called "Motorola;" and

WHEREAS, The Interlocal Cooperation Act, Chapter 791 et seq, Texas Government Code, provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the term of the Act; and

WHEREAS, North Richland Hills has negotiated a sole source contract with Motorola and is available to perform the functions described herein; and

WHEREAS, Bedford has current revenues available and allocated for this agreement; and

WHEREAS, it is mutually advantageous to both parties to enter into the arrangement evidenced by this Agreement;

NOW, THEREFORE, the parties in consideration of the terms and conditions contained herein, agree as follows;

The responsibility of each government entity is outlined below:

I.

BEDFORD

Bedford hereby agrees:

1. To become a part of what is being termed the "North Richland Hills Consortium" which represents a sole source negotiation, by North Richland Hills, for collective radio maintenance covering several governmental agencies throughout Tarrant County.
2. To include all Motorola radio equipment in the maintenance contract which was purchased from Motorola as a part of Bedford joining any 800 Mhz trunked radio system that utilizes the same radio products as those utilized by the Fort Worth 800 Mhz trunked radio system..
3. To ensure optimum efficiency by providing timely repairs to any of its own equipment through direct contact with Motorola. Bedford understands that the benefits derived from joining the "North Richland Hills Consortium" are those seen through bulk discounts based upon total numbers of radios covered under the negotiated contract with Motorola.

4. That the purchase radio maintenance shall be made directly in North Richland Hills and that the fees for such coverage shall be only those fees charged by Motorola. All funds that are paid to North Richland Hills will be based on invoicing that will originate from Motorola to North Richland Hills. North Richland Hills will then create invoicing which will be passed along to Bedford and any other governmental agencies who become a part of the "North Richland Hills Consortium."
5. That payment for this service must be prompt since North Richland Hills does not have escrow funds available to cover all governmental agencies that have expressed a desire to participate in the "North Richland Hills Consortium."
6. That this "Agreement" may be cancelled at any time in compliance with Section VI, "TERMS", of this Agreement. Such written notice must originate from the City Manager, Chief of Police or City Purchasing Agent. Upon cancellation of the "Agreement" North Richland Hills will obtain any applicable refunds from Motorola, if such refunds exist, and will pay the refund amount to Bedford.
7. To provide equipment listings of equipment, owned by Bedford, consisting of Make, Model, Serial Number and any other information deemed necessary for North Richland Hills to properly manage the maintenance agreement process.

NORTH RICHLAND HILLS

North Richland Hills hereby agrees:

1. To provide Bedford access to a negotiated radio maintenance agreement that provides bulk discounting at a more favorable rate than Bedford could obtain alone.
2. To provide invoicing and notice of fee changes to Bedford as soon as is practicable after having received such fee adjustments from Motorola.
3. To provide any information dealing with the radio maintenance agreement available to Bedford upon request.
4. To act as the central receiving point for all Motorola originated invoices or refunds and to assure that payment is made to Motorola as quickly as possible after having received payment from members of the "North Richland Hills Consortium." North Richland Hills will also pass refunds back to any agency on whose behalf the refund was made.
5. To gather information from the members of the "North Richland Hills Consortium" which is needed by Motorola so as to enter into a proper radio maintenance agreement. Motorola has indicated that they will create addenda to the original contract which will have the equipment of each member agency contained within them. There will be an addendum for each agency with a listing of the equipment covered.

II. AUTHORIZATION

North Richland Hills authorizes Bedford to deal directly with Motorola regarding all issues except payment of invoiced fees or refunds. Bedford authorizes North Richland Hills to negotiate on its behalf with the

understanding that North Richland Hills shall act in the best interest of the group as a whole rather than any agency as an individual. Bedford shall be kept abreast of all attempts to negotiate future fees and will be made a part of such negotiations by their representatives attending meetings held for the purpose of fee negotiations.

III. CONTROL

It is understood by both parties that the intent of this agreement is to achieve the lowest cost possible for radio maintenance and that this is being accomplished through several governmental agencies pooling their radio equipment into a larger aggregate, thus providing the ability to obtain better bulk discount rates.

IV. OPERATION WARRANTY

North Richland Hills makes no representations or warranties regarding the normal management of the radio maintenance agreement process other than outlined below:

In the event of problems arising between Bedford and Motorola, North Richland Hills shall not be held responsible for anything other than the handling of invoicing and payments as outlined in this Agreement. The contents of invoicing will have an origination point of Motorola and will not be raised or lowered by North Richland Hills unless an invoicing error is encountered. If such an error is found, Bedford will be immediately notified of the reason for the raising or lowering of the invoice.

V. CLAIMS

To the extent allowed by law, each jurisdiction does hereby waive all claims against and agrees to release every other City or County, its police department, Sheriff's Department, officials, agents, officers and employees in both their public and private capacities, from and against any and all claims, suits, demands, losses, damages, causes of action and liability of every kind, including but not limited to court costs and attorney's fees which may arise due to any death or injury to any person, or the loss of, damage to, or loss of use of any property arising out of or occurring as a consequence of the performance of this agreement whether such injuries, death or damages are caused by the sole negligence or the joint negligence of any jurisdiction, its officials, agents, officers and employees. It is the express intention of the parties hereto that the waiver and release provided for in this paragraph includes claims arising out of such other City's or County's own negligence, whether that negligence is a sole or a concurring cause of the injury, death or damage.

It is expressly understood and agreed that, in the execution of this Agreement, no jurisdiction 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.

VI. TERMS

The initial term of this Agreement shall be one (1) year, and shall automatically renew itself on a yearly basis thereafter unless either party decides to terminate, or both parties mutually agree to change or modify the conditions of this Agreement. Any change in the approved yearly fee, including increase of anticipated expenses, cost of equipment, software development, or maintenance enhancements shall be fully documented.

Bedford will be advised by February 1st of each year of proposed fee increases in order to provide for adequate considerations in their budget development process. Bedford's portion of any radio maintenance costs will be prorated, based on the number of radios or other related equipment covered under the maintenance contract at the time of the fee increase. Fee increases will not take effect until October 1st of any year which give the parties eight (8) months from the February 1st notice requirements in order to plan for the increase. Additional equipment may be added at any time and a prorated charge will be figured for each additional unit of equipment added.

If either party decides to terminate this Agreement, after the initial term, written notice, to the following respective addresses, must be received by the other party not later than ninety (90) days before the renewal date. The fee herein set out shall be payable on or before October 31st of each year, except for the first year, which shall be prorated and payable within thirty (30) days of Bedford's beginning coverage date as listed in the maintenance contract with North Richland Hills and Motorola.

City Manager
City of North Richland Hills
P. O. Box 820609
North Richland Hills, Texas 76182-0609

City Manager
City of Bedford
2000 Forest Ridge
Bedford, Texas 76021

This Agreement was signed and executed on this _____ day of _____, 1996.
(Execution of Contract shall be construed as the latest City Council Approval Date listed below)

CITY OF NORTH RICHLAND HILLS

CITY OF BEDFORD

City Manager

City Manager

ATTEST:

ATTEST:

Chief of Police

City Secretary

This agreement was executed by North Richland Hills on the 27th day of June, 1994.
(City Council Resolution Number 94-28)

This agreement was executed by Bedford on the _____ day of _____, 1996
(City Council Resolution Number _____)



Council Agenda Background

PRESENTER: James Tindell, Fire Chief

DATE: 09/11/12

Council Mission Area: Provide a safe and friendly community environment.

ITEM:

Consider a resolution authorizing the City Manager to enter into a one-year agreement between the City of Bedford, Texas and Motorola Solutions, Inc. in the amount of \$276,963.96 for support and maintenance of the trunk radio infrastructure and for the trunk radio system manager. The grand total of \$276,963.96 will be divided equally, with one-sixth, or \$46,160.66, being paid by each member city.

City Attorney Review:

City Manager Review: _____

DISCUSSION:

The City of Bedford initially entered into an inter-local agreement on October 1, 1996 forming the Northeast Tarrant County (800 MHz) Trunk Radio Consortium with the cities of Colleyville, Euless, Grapevine, Keller and Southlake, sharing expenses equally.

The City of Bedford will enter into a one-year agreement with Motorola Solutions, Inc. in the amounts of \$183,653.88 for support and maintenance of the trunk radio infrastructure and \$93,310.08 for the trunk radio system manager. The grand total of \$276,963.96 will be divided equally, with one-sixth, or \$46,160.66, being paid by each member city. The term for both agreements is October 1, 2012 through September 30, 2013. The contract is co-managed by the cities of Bedford and Colleyville, with Colleyville responsible for the financial aspects.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a one-year agreement between the City of Bedford, Texas and Motorola Solutions, Inc. in the amount of \$276,963.96 for support and maintenance of the trunk radio infrastructure and for the trunk radio system manager.

FISCAL IMPACT:

Fiscal impact to the City of Bedford and the amount budgeted in the FY2012-2013 General Fund is \$46,160.66 for this agreement.

ATTACHMENTS:

Resolution
Contracts

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE-YEAR AGREEMENT BETWEEN THE CITY OF BEDFORD AND MOTOROLA SOLUTIONS, INC. IN THE AMOUNT OF \$276,963.96 FOR SUPPORT AND MAINTENANCE OF THE TRUNK RADIO INFRASTRUCTURE AND FOR THE TRUNK RADIO SYSTEM MANAGER.

WHEREAS, the City Council of Bedford, Texas determines the necessity to enter into an agreement with Motorola Solutions, Inc. in the amounts of \$183,653.88 for support and maintenance of the trunk radio infrastructure and \$93,310.08 for the trunk radio system manager for a total of \$276,963.96; and,

WHEREAS, the City of Bedford is a member of the Northeast Tarrant County Trunk Radio Consortium through an inter-local agreement with the cities of Colleyville, Euless, Grapevine, Keller, and Southlake; and,

WHEREAS, the City of Bedford will equally share the expense total of \$276,963.96 with each member city of the Northeast Tarrant County Trunk Radio Consortium with Bedford's portion being \$46,160.66; and,

WHEREAS, the agreement would commence October 1, 2012 and expire September 30, 2013.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEDFORD, TEXAS:

SECTION 1. That the City Council hereby authorizes the City Manager to enter into a one year agreement with Motorola Solutions, Inc. in the amount of \$276,963.96 for support and maintenance of the trunk radio infrastructure and for the trunk radio system manager.

SECTION 2. That the City of Bedford will be fiscally responsible for one-sixth of the total amount, or \$46,160.66.

PASSED AND APPROVED this 11th day of September 2012, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



SERVICES AGREEMENT

Attn: National Service Support/4th fl
 1301 East Algonquin Road
 (800) 247-2346

Contract Number: S00001002431
 Contract Modifier: RN03-JUL-12 22:51:18

Date: 08/13/2012

Company Name:	Bedford, City Of
Attn:	Fire Marshall Joey Lankford
Billing Address:	100 Main St
City, State, Zip:	Colleyville, TX, 76034
Customer Contact:	Fire Marshall Joey Lankford
Phone:	(817) 713-0525

Required P.O.: No
 Customer #: 1011247039
 Bill to Tag #: 0003
 Contract Start Date: 10/01/2012
 Contract End Date: 09/30/2013
 Anniversary Day: Sep 30th
 Payment Cycle: ANNUAL
 PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT	
3	SVC02SVC0004C	***** Recurring Services ***** MS - NETWORK MANAGEMENT SITE(S)	\$7,612.40	\$91,348.80	
3	SVC02SVC0030C	SP - LOCAL REPAIR WITH ONSITE RESPONSE SITE(S)	\$163.44	\$1,961.28	
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			Subtotal - Recurring Services	\$7,775.84	\$93,310.08
			Subtotal - One-Time Event Services	\$.00	\$.00
			Total	\$7,775.84	\$93,310.08
			Taxes	-	-
			Grand Total	\$7,775.84	\$93,310.08
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.					
Subcontractor(s)			City	State	
MOTOROLA - T6 COST TRANSFER (DO419)			CARROLLTON	TX	
MOTOROLA - T6 SYSTEM MANAGER (CL412)			FARMERS BRANCH	TX	

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
CUSTOMER (PRINT NAME)		
	CSM	8/19/12
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE



SERVICES AGREEMENT

Attn: National Service Support/4th fl
 1301 East Algonquin Road
 (800) 247-2346

Contract Number: S00001002435
 Contract Modifier: RN03-JUL-12 23:00:44

Date: 08/13/2012

Company Name:	Bedford, City Of
Attn:	Fire Marshall Joey Lankford
Billing Address:	100 Main St
City, State, Zip:	Colleyville, TX, 76034
Customer Contact:	Fire Marshall Joey Lankford
Phone:	(817) 713-0525

Required P.O.: No
 Customer #: 1011247039
 Bill to Tag #: 0003
 Contract Start Date: 10/01/2012
 Contract End Date: 09/30/2013
 Anniversary Day: Sep 30th
 Payment Cycle: ANNUAL
 PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
***** Recurring Services *****				
3	SVC01SVC1102C	DISPATCH SERVICE		
29	SVC240AA	ENH: SMARTNET SITE	\$156.64	\$1,879.68
	SVC241AA	ENH: SMARTNET STATION	\$308.27	\$3,699.24
3	SVC01SVC1103C	NETWORK MONITORING SERVICE		
29	SVC281AA	ENH: SMARTNET SITE	\$50.02	\$600.24
	SVC282AA	ENH: SMARTNET STATION	\$414.90	\$4,978.80
3	SVC01SVC1104C	TECHNICAL SUPPORT SERVICE		
29	SVC135AA	ENH: SMARTNET SITE	\$42.67	\$512.04
	SVC136AA	ENH: SMARTNET STATION	\$422.24	\$5,066.88
3	SVC01SVC1413C	ONSITE INFRASTRUCTURE RESPONSE SERVICE - PREMIER OPTION		
29	SVC218AC	SITES-NONCONVENTIONAL STATIONS	\$2,554.02	\$30,648.24
	SVC219AC	STATIONS	\$7,676.30	\$92,115.60
6	SVC02SVC0030C	SP - LOCAL REPAIR WITH ONSITE RESPONSE		
1		CHANNEL COMBINER	\$1,609.74	\$19,316.88
2		MCS2000	\$134.14	\$1,609.68
6		MSR2000 BASE STATION	\$1,073.14	\$12,877.68
3		MULTICOUPLER	\$539.40	\$6,472.80
		RF PRE AMP	\$323.01	\$3,876.12

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Subtotal - Recurring Services	\$15,304.49	\$183,653.88
Subtotal - One-Time Event Services	\$.00	\$.00
Total	\$15,304.49	\$183,653.88
Taxes	-	-
Grand Total	\$15,304.49	\$183,653.88

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.

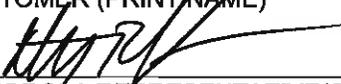
	Subcontractor(s)	City	State
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MOTOROLA SSC NETWORK SECURITY DO298	SCHAUMBU RG	IL
MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBU RG	IL
MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBU RG	IL
DFW COMMUNICATIONS INC	ARLINGTON	TX
DFW COMMUNICATIONS INC	ARLINGTON	TX

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

CUSTOMER (PRINT NAME)

 TITLE DATE
MOTOROLA REPRESENTATIVE(SIGNATURE) TITLE DATE

ANTHONY PROFITA 815-762-5050
MOTOROLA REPRESENTATIVE(PRINT NAME) PHONE

Company Name: Bedford, City Of
Contract Number: S00001002435
Contract Modifier: RN03-JUL-12 23:00:44
Contract Start Date: 10/01/2012
Contract End Date: 09/30/2013

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no

obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

Revised Jan 1, 2010



MOTOROLA SOLUTIONS

Statement of Work

Prepared For :

BEDFORD, CITY OF

100 MAIN ST

COLLEYVILLE, TX 76034



Statement of Work

Definitions

1.0 Definitions

These defined terms might not apply to every Statement of Work. Capitalized terms below and not otherwise defined within the Statement of Work, or in the Communications System Agreement or other applicable agreement (collectively, "Agreement") have the following meanings:

- 1.1. **Box Unit Test:** Unit is tested in a fixture that simulates the functions for which it was designed, engineered, or manufactured to insure that it meets manufacturer specifications.
- 1.2. **Case:** Electronic tracking document for requests for service through the System Support Center.
- 1.3. **Case Status:** Identifier of the status of a Case from beginning to end.
- 1.4. **Component(s):** Motorola new or refurbished parts of equal quality.
- 1.5. **Configuration Change Support:** A change in a user-defined parameter, which may include a change in the placement of a dispatch console talkgroup window. Fleet mapping is not included in Configuration Change Support.
- 1.6. **Connectivity:** Establishment of remote access to the System via dial up or fixed dedicated links.
- 1.7. **Continuously/Continuous:** Seven (7) days per week, twenty-four (24) hours a day, including holidays.
- 1.8. **Customer:** The end-user Customer as identified in the Agreement.
- 1.9. **Customer Support Plan:** A document mutually developed by Motorola and the Customer that provides information about the Customer and the System and describes the specific processes by which Motorola will deliver and the Customer will receive the services described in this Statement of Work.
- 1.10. **Elements:** Those device types present on the Customer's System whose status may be communicated to the SSC.
- 1.11. **Equipment:** The equipment specified in the Equipment List as set forth in the Agreement, including any additions to the Equipment List during the Warranty Period.
- 1.12. **Enhanced System Support (ESS) Period:** The 12 month period commencing at the start of the Warranty Period for Equipment and Software as defined by the Agreement.
- 1.13. **Event:** An alarm or informational notification received by Motorola through the Network Management tools.
- 1.14. **Feature:** A Software functionality
- 1.15. **Federal Technical Center:** A Motorola facility located in Lanham, Maryland, the purpose of which is to serve as Motorola's centralized location for radio repair for United States Federal Government Customers.
- 1.16. **Firmware:** Software in object code form that is implanted or embedded in hardware.
- 1.17. **FRU:** Field Replaceable Unit, typically a board or module, contained within the Infrastructure.
- 1.18. **Infrastructure:** The fixed Equipment excluding mobiles, portables, and accessories.
- 1.19. **Infrastructure Depot Operations (IDO):** A Motorola facility, which serves as Motorola's centralized location for infrastructure repair.
- 1.20. **Loaner:** Infrastructure that is owned by Motorola and serves as a temporary replacement while the Customer's Infrastructure is being repaired.
- 1.21. **Maintenance:** The process for determining the cause of Equipment failure, removing, repairing, or replacing Components necessary to conform the Equipment with the manufacturer's specifications along with system-specific specifications, delivering and reinstalling the Components, and placing the Equipment back into operation.
- 1.22. **MCNS:** Mission Critical Network Services
- 1.23. **Motorola Software:** Software whose copyright is owned by Motorola or its affiliated company
- 1.24. **Non-Motorola Software:** Software whose copyright is owned by a party other than Motorola or its affiliated company.
- 1.25. **Notification:** The point in time when the Customer contacts Motorola and requests service.
- 1.26. **Optional Feature:** An additional Feature issued with a System Release that is available to Customer at additional cost.
- 1.27. **Radio Support Center (RSC):** A Motorola facility which serves as Motorola's centralized location for radio repair.
- 1.28. **Response:** The event when a technician, a remote systems technologist or a remote network specialist begins actively to work on the technical issue, remotely or on-site, as determined by Motorola.
- 1.29. **Restore/Restoration/Restoral:** The effort required to bring Equipment to the level for which it was designed, engineered and adjusted for performance in accordance with the manufacturer's published specifications, although such Equipment may not necessarily be malfunctioning.
- 1.30. **Servicer:** A Motorola Authorized Service Station or Motorola Field Service personnel.

- 1.31. Severity Level: The degree of adverse impact of an issue or Event.
- 1.32. Software: The software furnished with the System, including any Motorola Software and Non-Motorola Software.
- 1.33. Software License Agreement: The agreement or portion of an agreement pursuant to which Motorola licenses Software to Customer, including System Releases.
- 1.34. Special Product Feature: A Feature that is specially developed for Customer and which contains a functionality that is unique to Customer.
- 1.35. Standard Business Day: Monday through Friday, 8:30 a.m. to 4:30 p.m., local time, excluding Motorola holidays.
- 1.36. Standard Feature: A software functionality for components of Customer's System that is available to Customer in the standard software release
- 1.37. Start Date: Effective start date as listed on the Agreement.
- 1.38. System: The communications system as defined in the Communications System Agreement or other applicable Agreement.
- 1.39. System Acceptance: Unless otherwise defined in the Communications System Agreement, the date upon which Motorola has successfully completed all of the System Tests as described in the acceptance test plan.
- 1.40. System Support Center (SSC): A Motorola facility which serves as Motorola's centralized system support facility to compliment the field support resources
- 1.41. System Release: One software version release on a particular platform. ASTRO 25 6.3 example is where 6 is the platform indicator and .3 is software version release indicator.
- 1.42. System Test: Unit is tested in a Motorola manufactured system of similar type from which the unit was designed to test all functionality of the unit to insure that it meets manufacturer specifications.
- 1.43. Systemic: A recurring Software or hardware defect that significantly affects the operation of the System.
- 1.44. Technical Support Operations (TSO): A centralized telephone support help desk that provides technical support for Motorola customers who have purchased products from Motorola (Networks & Enterprise) or who have a contract for technical support services.
- 1.45. Vendor: Any manufacturer (other than Motorola) or third party that services or repairs Infrastructure or subscriber equipment
- 1.46. Verification: Contacting the appropriate designated person to verify the System is operational (original problem resolved) and closing the Case.
- 1.47. Work-around: A change in the followed procedures or data supplied by Vendor to avoid error without substantially impairing use of the Equipment.
- 1.48. Work Flow: A step-by-step process including instruction or direction for routing, handling, and processing information at a given agency.

Definitions

Approved by Motorola Contracts & Compliance 10-31-2006



Statement of Work

Network Monitoring, OnSite Infrastructure Response and Dispatch Service

Motorola will provide Network Monitoring, Dispatch Service and OnSite Infrastructure Response services to the Customer. These services are applicable only for the following system types: ASTRO®, ASTRO® 25, ARC 4000, SmartZone®/OmniLink® v2.0.3 and higher, SmartNet®, Private Data (with a wireless network gateway) v2.0.3 and higher, and Harmony® Wireless Communications System. The terms of this Statement of Work (SOW) are an integral part of the Motorola Service Terms and Conditions or other applicable Agreement(s) with the Customer to which this SOW is appended and made a part thereof by this reference.

1.0 Description of Services

Network Monitoring is a service designed to electronically monitor Elements of a Communication System for Events, as set forth in the Monitored Elements Table. When the Motorola System Support Center (SSC) detects an Event, trained technologists acknowledge and remotely diagnose the Event and initiate an appropriate response per the customer profile. Appropriate responses could include, but are not limited to, continuing to monitor the Event for further development transferring the Event to Technical Support, or opening a Case for dispatch of a Servicer. If dispatched, the Servicer will respond at the Customer location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the On-Site Response Time Table in order to Restore the System.

Motorola will provide Case management as set forth herein. The SSC maintains contact with the on-site Servicer until System Restoral occurs and Case is closed. The SSC will continuously track and manage Case activity from open to close through an automated Case tracking process.

2.0 Motorola Responsibilities:

- 2.1 Provide dedicated Connectivity through a private network connection necessary for monitoring ASTRO and ASTRO25, SmartZone/ OmniLink, Private Data, and Harmony Wireless Communications network types. The Connectivity Matrix set forth in Appendix 1, further describes the Connectivity options.
- 2.2 If determined necessary by Motorola, provide Motorola owned equipment for monitoring ASTRO and ASTRO 25 System elements. If Motorola installs or replaces Motorola owned equipment, the type equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 2.3 If determined necessary by Motorola, provide Motorola owned equipment for monitoring SmartNet System elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 2.4 Verify Connectivity and Event monitoring prior to System Acceptance or Start Date.
- 2.5 Continuously receive data from Customer monitored System and Customer initiated service requests.
- 2.6 Remotely access the Customer's System to perform remote diagnostics as permitted by Customer pursuant to section 3.1
- 2.7 Create a Case as necessary when service requests are received. Gather information to perform the following:
 - 2.7.1 Characterize the issue
 - 2.7.2 Determine a plan of action
 - 2.7.3 Assign and track the Case to resolution.
- 2.8 Dispatch a Servicer, as required, by Motorola standard procedures and provide necessary Case information collected in section 2.7
- 2.9 Ensure the required personnel have access to Customer information as needed.
- 2.10 Disable and enable System devices, as necessary, for Servicers.
- 2.11 Servicer will perform the following on-site:
 - 2.11.1 Run diagnostics on the Infrastructure or FRU.
 - 2.11.2 Replace defective Infrastructure or FRU, as applicable. Customer, Servicer or Motorola may provide Infrastructure or FRU.
 - 2.11.3 Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service.
 - 2.11.4 If a third party Vendor is needed to restore the System, the Servicer may accompany that Vendor onto the Customer's premises.

- 2.12 Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification preference described in the Customer Support Plan required by section 3.5. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
 - 2.13 Escalate the Case to the appropriate party upon expiration of a Response time.
 - 2.14 Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.
 - 2.15 Notify Customer of Case Status, as described in the Customer Support Plan required by section 3.5 at the following Case levels
 - 2.15.1 Open and closed; or
 - 2.15.2 Open, assigned to the Servicer, arrival of the Servicer on site, deferred or delayed, closed.
 - 2.16 Provide the following reports, as applicable:
 - 2.16.1 Case activity reports to Customer.
 - 2.16.2 Network Monitoring Service reports for Customer System(s).
 - 2.16.3 Network Activity/Availability Reports for ASTRO25, SmartZone/ OmniLink, and Private Data Systems only.
 - 2.17 Respond in accordance to pre-defined Response times upon receipt from Customer of Customer managed passwords required for proper access to the Customer's System.
 - 2.18 Apply additional support charges above and beyond the contracted service agreements that may apply if it is determined that System faults were caused by the Customer making changes to critical System parameters.
- 3.0 Customer Responsibilities:
- 3.1 Allow Motorola Continuous remote access to obtain System availability and performance data.
 - 3.2 Allow Motorola to access System if firewall has been installed; provide permanent/dedicated access for SNMP traps (outbound) and ZDS polling (inbound). Also provide continuous utility service to any Motorola equipment installed or utilized at Customer's premises to support delivery of the Service.
 - 3.3 Order and maintain dedicated dial-up phone lines for telephone service for SMARTNET System types. The Connectivity Matrix set forth in Appendix 1, further describes the Connectivity options.
 - 3.4 Unless otherwise specified, Motorola recommends a private network connection for all other Systems. The Connectivity Matrix set forth in Appendix 1, further describes the Connectivity options.
 - 3.5 Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan.
 - 3.5.1 Case notification preferences and procedure
 - 3.5.2 Repair Verification Preference and procedure
 - 3.5.3 Database and escalation procedure forms.
 - 3.5.4 Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
 - 3.6 Provide the following information when initiating a service request:
 - 3.6.1 Assigned System ID number
 - 3.6.2 Problem description and site location
 - 3.6.2 Other pertinent information requested by Motorola to open a Case.
 - 3.7 Notify the System Support Center when Customer performs any activity that impacts the System. (Activity that impacts the System may include, but is not limited to, installing software or hardware upgrades, performing upgrades to the network, or taking down part of the system to perform maintenance.)
 - 3.8 Allow Servicers access to Equipment (including any Connectivity or monitoring equipment) if remote service is not possible.
 - 3.9 Allow Servicers access to remove Motorola owned monitoring equipment upon cancellation of service.
 - 3.10 Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.12.2
 - 3.11 Maintain and store in an easy accessible location any and all Software needed to Restore the System.
 - 3.12 Maintain and store in an easily accessible location proper System backups.
 - 3.13 Verify with the SSC that Restoration is complete or System is functional, if required by the Repair Verification Preference provided by Customer in accordance with section 3.5.
 - 3.14 Pay additional support charges above and beyond the contracted service agreements that may apply if it is determined that System faults were caused by the Customer making changes to critical System parameters
 - 3.15 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.

Severity Definitions Table

Severity Level	Problem Types
Severity 1	<ol style="list-style-type: none"> 1. Response is provided Continuously 2. Major System failure 3. 33% of System down 4. 33% of Site channels down 5. Site Environment alarms (smoke, access, temp, AC power) as determined by the SSC. 6. This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.
Severity 2	<ol style="list-style-type: none"> 1. Response during Standard Business Day 2. Significant System Impairment not to exceed 33% of system down 3. System problems presently being monitored 4. This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective
Severity 3	<ol style="list-style-type: none"> 1. Response during Standard Business Day 2. Intermittent system issues 3. Information questions 4. Upgrades/preventative maintenance 5. This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.

On-Site Response Time Table (Customer's Response Time Classification is designated in the Service Agreement).

Severity Level	Premier Response Time	Restoral	Off Deferral
Severity 1	Within 2 hours from receipt of Notification Continuously	8 Hours	Time provided by Servicer *
Severity 2	Within 4 hours from receipt of Notification Standard Business Day	8 Hours	Time provided by Servicer *
Severity 3	Within 24 hours from receipt of Notification Standard Business Day	48 Hours	Time provided by Servicer *

* Please note these are Standard Commitment times. The commitment times should be based on the Customers Support Plan.

* Provide update before the specific contractual commitments come due.

* Note: Provide update to System Support Center before Deferral time comes due.

Appendix 1

Connectivity Matrix

System Type	Connectivity	Responsibility
Astro 25	T1	Motorola
SmartZone/OmniLink v3.5 and below	256K	Motorola
SmartZone/OmniLink v4 and above	512K	Motorola
Private Data	256K	Motorola
ARC 4000	T1 or VPN	Motorola
MESH	T1 or VPN	Motorola
Harmony	T1	Motorola

MotoBridge	T1 or VPN	Motorola
SmartNet	Dial-up	Customer

Private Network Connection IP VPN (All Customers)	Public Internet Connection IP VPN (Option Available only to Customers outside of the US)
Standard solution for real time Connectivity	Non Standard solution for Connectivity
Dedicated bandwidth configuration provided to monitor Customers	No dedicated bandwidth provided to monitor Customers
Protected from unauthorized intrusion	Low risk of unauthorized intrusion
Encryption available	Encryption is required
Connectivity available through Motorola	Customer provides Connectivity to the internet via an internet service provider selected by Customer.

Motorola Owned & Supplied Equipment Table

Equipment Type	Location Installed
Firewall/Router	Master Site
System Support Server	Master Site for each Zone

Monitored Elements Table (Listed by technology)

System Type	Equipment
SMARTNET Monitored by MOSCAD SiteSentry	Site Controllers; Stations; Environmental Alarms; Channel Banks Site Sentry is a canceled product. No ne customers.

*Legal Approval
September 2010*



Statement of Work

Technical Support Service

1.0 Description of Services

The Technical Support service provides centralized remote telephone support for technical issues that require a high level of communications systems expertise or troubleshooting on Equipment. The Motorola System Support Center's (SSC) Technical Support Operation is staffed with technologists who specialize in the diagnosis and resolution of system performance issues. Technical Support Service (i) does not include software upgrades that may be required for issue resolution; and (ii) does not include Customer training (iii) is only available for those system types supported and approved by Technical Support Operations, (iv) limited to Infrastructure currently supported by Motorola.

Technical Support is applicable to the following system types: ASTRO®, ASTRO® 25 , ARC 4000, SmartZone® v2.0.3 and higher, SmartZone®/OmniLink®, E911, Private Data v2.0.3 and higher, SmartNet®, Conventional Two-Way, and Wireless Broadband.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1. Respond to requests for Technical Support for the Restoration of failed Systems and diagnosis of operation problems in accordance with the response times set forth in the Remote Technical Support Response Times Table and the Severity Level defined in the Severity Definitions Table.
 - 2.1.1 If Infrastructure is no longer supported by Motorola, Technical Support will diagnosis the System but may not be able to resolve the issue without the Customer replacing the Infrastructure.
- 2.2. Advise caller of procedure for determining any additional requirements for issue characterization, Restoration, including providing a known fix for issue resolution when available.
- 2.3. Attempt remote access to System for remote diagnostics, when possible.
- 2.4. Maintain communication with the Servicer or Customer in the field until close of the Case, as needed.
- 2.5. Coordinate technical resolutions with agreed upon third party vendor(s), as needed.
- 2.6. Escalate and manage support issues, including Systemic issues, to Motorola engineering and product groups, as applicable.
- 2.7. Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.8. Provide Configuration Change Support and Work Flow changes to Systems that have dial in or remote access capability.
- 2.9. Determine, in its sole discretion, when a Case requires more than the Technical Support services described in this SOW and notify Customer of an alternative course of action.

3.0 Customer has the following Responsibilities:

- 3.1. Provide Motorola with pre-defined information prior to Start Date necessary to complete Customer Support Plan.
 - 3.1.1 Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.2. Contact the SSC in order to access the Technical Support Operation, provide name of caller, name of Customer, System ID number, Service Agreement number, site(s) in questions, and brief description of the problem.
- 3.3. Supply on-site presence when requested by System Support Center.
- 3.4. Validate issue resolution prior to close of the Case.
- 3.5. Allow Motorola remote access to the System by equipping the System with the necessary Connectivity.
- 3.6. Remove video from Digital In-Car Video equipment prior to contacting Motorola. If Technical Support assists the Customer in removing video, the Customer acknowledges, understands and agrees that Motorola does not guarantee or warrant that it will be able to extract any captured video or that any captured video will not be damaged, lost or corrupted.

- 3.7 Acknowledge that Cases will be handled in accordance with the times and priorities as defined in Remote Technical Support Response Times Table and the Severity Level defined in the Severity Definitions Table.
- 3.8 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support service to Customer.

Severity Definitions Table

Severity Level	Problem Types
Severity 1	<ol style="list-style-type: none"> 1. Response is provided Continuously 2. Major System failure 3. 33% of System down 4. 33% of Site channels down 5. Site Environment alarms (smoke, access, temp, AC power) as determined by the SSC. 6. This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.
Severity 2	<ol style="list-style-type: none"> 1. Response during Standard Business Day 2. Significant System Impairment not to exceed 33% of system down 3. System problems presently being monitored 4. This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective
Severity 3	<ol style="list-style-type: none"> 1. Response during Standard Business Day 2. Intermittent system issues 3. Information questions 4. Upgrades/preventative maintenance 5. This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.

Remote Technical Support Response Times Table

SEVERITY	RESPONSE
Severity 1	Within 1 Hour from receipt of Notification, Continuously
Severity 2	Within 4 Hours from receipt of Notification, Standard Business Day
Severity 3	Within next Business Day, Standard Business Day

Approved by: Legal 11-20-09

Special Statement of Work

SP Local Repair with Onsite Response

1.0 Description of Services

Local Infrastructure Repair provides repair service of Equipment named on the Customer Equipment list by the Servicer. At the Servicer's discretion and responsibility, Equipment may be sent to Motorola, original equipment manufacturer, or other facility for repair.

The terms and conditions of this Statement of Work (SOW) are an integral part of the Motorola Service Agreement or other applicable Agreement to which it is attached and made a part thereof by this reference. If there are any inconsistencies between the provisions of this SOW and the provisions of the Service or other applicable Agreement, the provisions of the Agreement shall prevail.

2.0 Motorola has the following responsibilities:

- 2.1. Repair Equipment at the Servicer facility or Customer location to be determined by Motorola. Servicer is responsible for travel costs to a Customer location to repair Equipment.
- 2.2. Perform the following on Motorola Equipment:
 - 2.2.1. Perform an operational check on the Equipment to determine the nature of the problem.
 - 2.2.2. Replace malfunctioning Components with new or reconditioned assemblies.
 - 2.2.3. Verify that Motorola Equipment is returned to Motorola manufactured specifications.
- 2.3. Provide the following service on third party Infrastructure
 - 2.3.1. Perform diagnostic on select third party Infrastructure to determine whether there is an Equipment malfunction. If no malfunction is found, Equipment with no trouble found (NTF) will not be sent to third party vendor for repair.
 - 2.3.2. If a malfunction is found, ship select third party Infrastructure to the original equipment manufacturer or third party vendor for repair service.
 - 2.3.3. Coordinate and track third-party Infrastructure Equipment sent to the original equipment manufacturer or third party vendor for service.
- 2.4. Reprogram Equipment where applicable to return Equipment to original operating parameters based on templates provided by Customer. If the Customer template is not provided or is not reasonably usable, a generic template will be used which will be provided by Servicer.
- 2.5. Notify the Customer upon completion of repair.
- 2.6. Properly package, return ship or hand deliver Equipment to the Customer specified address. Servicer will pay return shipping charges.

3.0 Customer has the following responsibilities:

- 3.1. Contact Servicer and provide the following information:
 - 3.1.1. Provide customer name, address of site location, and symptom of problem
 - 3.1.2. Provide model description, model number, serial number, and type of System and Firmware version, if known.
- 3.2. Maintain and/or store backups of all applicable Software applications and Firmware for reloading, if necessary by Servicer, after repair service is completed.
- 3.3. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide Local Infrastructure Repair services to Customer.

4.0 Best Effort Repairs

- 4.1. The VEGA Switch, T-BAR Data Switch and MCS2000 are no longer supported by Motorola Solutions. All efforts will be made to repair this equipment, but if repair parts are no longer available, the equipment will be removed from the Service Agreement and Motorola Solutions will not be responsible for replacement.
-

ANTHONY PROFITA
MOTOROLA REPRESENTATIVE(PRINT NAME)

815-762-5050
PHONE

Company Name: Bedford, City Of
Contract Number: S00001002431
Contract Modifier: RN03-JUL-12 22:51:18
Contract Start Date: 10/01/2012
Contract End Date: 09/30/2013

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no

obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

Revised Jan 1, 2010



Statement of Work
Prepared For :

BEDFORD, CITY OF

100 MAIN ST

COLLEYVILLE, TX 76034



Statement of Work

Definitions

1.0 Definitions

These defined terms might not apply to every Statement of Work. Capitalized terms below and not otherwise defined within the Statement of Work, or in the Communications System Agreement or other applicable agreement (collectively, "Agreement") have the following meanings:

- 1.1. **Box Unit Test:** Unit is tested in a fixture that simulates the functions for which it was designed, engineered, or manufactured to insure that it meets manufacturer specifications.
- 1.2. **Case:** Electronic tracking document for requests for service through the System Support Center.
- 1.3. **Case Status:** Identifier of the status of a Case from beginning to end.
- 1.4. **Component(s):** Motorola new or refurbished parts of equal quality.
- 1.5. **Configuration Change Support:** A change in a user-defined parameter, which may include a change in the placement of a dispatch console talkgroup window. Fleet mapping is not included in Configuration Change Support.
- 1.6. **Connectivity:** Establishment of remote access to the System via dial up or fixed dedicated links.
- 1.7. **Continuously/Continuous:** Seven (7) days per week, twenty-four (24) hours a day, including holidays.
- 1.8. **Customer:** The end-user Customer as identified in the Agreement.
- 1.9. **Customer Support Plan:** A document mutually developed by Motorola and the Customer that provides information about the Customer and the System and describes the specific processes by which Motorola will deliver and the Customer will receive the services described in this Statement of Work.
- 1.10. **Elements:** Those device types present on the Customer's System whose status may be communicated to the SSC.
- 1.11. **Equipment:** The equipment specified in the Equipment List as set forth in the Agreement, including any additions to the Equipment List during the Warranty Period.
- 1.12. **Enhanced System Support (ESS) Period:** The 12 month period commencing at the start of the Warranty Period for Equipment and Software as defined by the Agreement.
- 1.13. **Event:** An alarm or informational notification received by Motorola through the Network Management tools.
- 1.14. **Feature:** A Software functionality
- 1.15. **Federal Technical Center:** A Motorola facility located in Lanham, Maryland, the purpose of which is to serve as Motorola's centralized location for radio repair for United States Federal Government Customers.
- 1.16. **Firmware:** Software in object code form that is implanted or embedded in hardware.
- 1.17. **FRU:** Field Replaceable Unit, typically a board or module, contained within the Infrastructure.
- 1.18. **Infrastructure:** The fixed Equipment excluding mobiles, portables, and accessories.
- 1.19. **Infrastructure Depot Operations (IDO):** A Motorola facility, which serves as Motorola's centralized location for infrastructure repair.
- 1.20. **Loaner:** Infrastructure that is owned by Motorola and serves as a temporary replacement while the Customer's Infrastructure is being repaired.
- 1.21. **Maintenance:** The process for determining the cause of Equipment failure, removing, repairing, or replacing Components necessary to conform the Equipment with the manufacturer's specifications along with system-specific specifications, delivering and reinstalling the Components, and placing the Equipment back into operation.
- 1.22. **MCNS:** Mission Critical Network Services
- 1.23. **Motorola Software:** Software whose copyright is owned by Motorola or its affiliated company
- 1.24. **Non-Motorola Software:** Software whose copyright is owned by a party other than Motorola or its affiliated company.
- 1.25. **Notification:** The point in time when the Customer contacts Motorola and requests service.
- 1.26. **Optional Feature:** An additional Feature issued with a System Release that is available to Customer at additional cost.
- 1.27. **Radio Support Center (RSC):** A Motorola facility which serves as Motorola's centralized location for radio repair.
- 1.28. **Response:** The event when a technician, a remote systems technologist or a remote network specialist begins actively to work on the technical issue, remotely or on-site, as determined by Motorola.
- 1.29. **Restore/Restoration/Restoral:** The effort required to bring Equipment to the level for which it was designed, engineered and adjusted for performance in accordance with the manufacturer's published specifications, although such Equipment may not necessarily be malfunctioning.
- 1.30. **Servicer:** A Motorola Authorized Service Station or Motorola Field Service personnel.

- 1.31. Severity Level: The degree of adverse impact of an issue or Event.
- 1.32. Software: The software furnished with the System, including any Motorola Software and Non-Motorola Software.
- 1.33. Software License Agreement: The agreement or portion of an agreement pursuant to which Motorola licenses Software to Customer, including System Releases.
- 1.34. Special Product Feature: A Feature that is specially developed for Customer and which contains a functionality that is unique to Customer.
- 1.35. Standard Business Day: Monday through Friday, 8:30 a.m. to 4:30 p.m., local time, excluding Motorola holidays.
- 1.36. Standard Feature: A software functionality for components of Customer's System that is available to Customer in the standard software release
- 1.37. Start Date: Effective start date as listed on the Agreement.
- 1.38. System: The communications system as defined in the Communications System Agreement or other applicable Agreement.
- 1.39. System Acceptance: Unless otherwise defined in the Communications System Agreement, the date upon which Motorola has successfully completed all of the System Tests as described in the acceptance test plan.
- 1.40. System Support Center (SSC): A Motorola facility which serves as Motorola's centralized system support facility to compliment the field support resources
- 1.41. System Release: One software version release on a particular platform. ASTRO 25 6.3 example is where 6 is the platform indicator and .3 is software version release indicator.
- 1.42. System Test: Unit is tested in a Motorola manufactured system of similar type from which the unit was designed to test all functionality of the unit to insure that it meets manufacturer specifications.
- 1.43. Systemic: A recurring Software or hardware defect that significantly affects the operation of the System.
- 1.44. Technical Support Operations (TSO): A centralized telephone support help desk that provides technical support for Motorola customers who have purchased products from Motorola (Networks & Enterprise) or who have a contract for technical support services.
- 1.45. Vendor: Any manufacturer (other than Motorola) or third party that services or repairs Infrastructure or subscriber equipment
- 1.46. Verification: Contacting the appropriate designated person to verify the System is operational (original problem resolved) and closing the Case.
- 1.47. Work-around: A change in the followed procedures or data supplied by Vendor to avoid error without substantially impairing use of the Equipment.
- 1.48. Work Flow: A step-by-step process including instruction or direction for routing, handling, and processing information at a given agency.

Definitions

Approved by Motorola Contracts & Compliance 10-31-2006

Statement of Work

System Manager

The duties of the System Manager on your system consists of the following:

1) Individual Unit ID Database Management

- Issue Individual ID's to the local shop.
- Activation of ID's in SAC database at Central Site Controller.
- Central Site Controller SAC database backups.
- Interface with outside agencies for mutual aid programming needs.
- Maintain authorization lists for inter-agency mutual aid programming.
- De-activation - Inhibit of lost/stolen units when requested by consortium.
- Tracking activity of lost/stolen units with GenWatch when requested.
- Maintain serial number listing of all subscribers

2) Fleetmap Database Maintenance

- Activate/De-activate talkgroups based on consortium needs.
- Addition of talkgroups to fleetmap when needed.

3) Trunked System Usage Reports

- Logging of daily statistics with System Watch and GenWatch.
- Monthly report generation based on daily system statistics.
- Report generation for special events.

4) Site management

Monitor sites for weekly generator testing
Monitor sites for recurring alarm conditions
Periodic site visits to check on site status
Periodic dial-in to controllers to check diagnostics

5) Administrative

- Attend monthly Consortium meetings.
- Provide consortium meeting results to internal Motorolaans.
- Work with sales/engineering on consortium needs/requests.
- Receive feedback on service issues and work for resolution with MSS.
- Minor training sessions
- Technical consulting

General Quotation

GenCore Candeo, Ltd. aka
The Genesis Group



MAIL-----
601 Shelley Drive, Suite 202
Tyler, Texas, USA, 75701
Voice- 903.561.6673
Fax- 903.561.6228 www.GenesisWorld.com
Email- karin.smith@genesishworld.com

SHIPPING-----
601 Shelley Drive
Suite 202
Tyler, Texas, USA, 75701
Voice- 903.561.6673
Fax- 903.561.6228

FOR: Motorola – City of Bedford	Attn. Tony Profita Via – Email
Quotation Date:	03/02/2012
Quotation Valid Until:	10/01/2012
Quote#-	Bedford 3212A
Summary - This proposal is for annual renewal of the support and maintenance contract covering 10/1/12 -9/30/13 for a GenWatch3 Commander LE for City of Bedford.	

	Item	Quan	Each	Extend USD\$
	GenWatch3 Commander LE			
1	GenWatch3 Commander LE Total Support & Maintenance - Price includes all telephone consulting, upgrades, web and pcAnywhere connection for system analysis and support for 1 year. It does not cover training of new employees. On site work will be performed at cost of travel, lodging and meals.	1	\$2076.96	\$2076.96
2	Support and Maintenance Total			\$2076.96
	PLEASE SEE TERMS AND CONDITIONS FOR SHIPPING POLICIES AND PROCEDURES			
3	GenWatch3 Commander LE Total			\$2076.96

General Quotation

GenCore Candeo, Ltd. aka
The Genesis Group



MAIL-----

601 Shelley Drive, Suite 202
Tyler, Texas, USA, 75701
Voice- 903.561.6673
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SHIPPING-----

601 Shelley Drive
Suite 202
Tyler, Texas, USA, 75701
Voice- 903.561.6673
Fax- 903.561.6228

These Terms and Conditions are to be considered as an integral part of the pricing .

NOTES:

- 1- PRICES:** All prices are expressed in U.S. Dollars and are payable in U.S. Dollars. *Please make all checks and wire transfers payable to GenCore Candeo, Ltd. Contact Genesis for Bank Wire Transfer Instructions*
- 2- PAYMENT TERMS:** Net 30 after completion of installation and training.
- 3- DELIVERY TERM:** If quotation is accepted, items must be shipped within 30 days of the date of this quotation.
- 4- SHIPPING:** All prices are F.O.B. Tyler, Texas, USA. Customer will be billed for all shipping and insurance costs. Customer is directly responsible for any and all import taxes, local taxes, customs fees and any other governmental fees assessed to get Genesis products into country of ultimate destination. All international orders will be shipped via Federal Express or DHL unless otherwise noted.
- 5- QUOTATION TERM:** All quotations, unless otherwise noted, are good for **60 days** from quotation date.
- 6- SUPPORT:** Annual software support contracts are required for all customers and will automatically be renewed each year throughout the duration of the client's use of all Genesis software. Failure to maintain support contract will result in \$190US / hour charges for all support. Genesis reserves the right to charge any additional fees necessary for support if customer is not able to supply and maintain a high speed connection for Genesis to support the installation.
- 7- TRAVEL:** For any on site work (installation, training, etc.), the customer is responsible for the following expenses: travel, lodging, meals, transfers, transportation and basic communication back the Genesis corporate office.
- 8- ORDER REQUIREMENT:** System IDs are required for all software orders to be valid.
- 9- ESTIMATED CHARGES:** Items that have been estimated for quotation purposes may differ from actual prices. Genesis reserves the right to bill client for additional charges incurred for those line items.
- 10- TAX & DUTIES:** This quotation does not include any applicable taxes and import duties that must be paid directly by the customer.

I hereby agree to the above stated prices, terms and conditions set forth by The Genesis Group.

Customer Signature

Date

Please FAX ALL pages back to The Genesis Group along with your PO to indicate your acceptance. We will then contact you regarding payment terms and desired date for shipping and installation.

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