A G E N D A

Regular Meeting of the Bedford City Council
Tuesday, July 24, 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.**
- **Presentation by Robert Hinkle and Lara Kohl, NTE, regarding the S.H. 183 expansion.**
- **Present report on the 2012 City of Bedford Fourth Fest.**
- **Presentation of Design of Phase I of the Boys Ranch Master Plan.**

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 551.071, consultation with City Attorney regarding pending or contemplated litigation – The Oaks of Landera Apartments.**
- **Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1Rb, Bedford Meadows Shopping Center.**

REGULAR SESSION 6:30 P.M.

CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Dr. Timothy Pierce, Woodland Heights Baptist Church)

PLEDGE OF ALLEGIANCE (Cub Scout Pack #0254, Hilory Conchola - Leader)

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. **Employee Service Recognition**

PERSONS TO BE HEARD

2. **The following individuals have requested to speak to the Council tonight under Persons to be Heard.**
    a) **Ray Champney, 2300 Marshfield Drive, Bedford, TX – Requested to speak to the Council regarding leveraging the Cultural District, CBDZ and The Mayors Challenge, a national competition designed to inspire cities.**

APPROVAL OF THE MINUTES

3. **Consider approval of the following City Council minutes:**
    a) **July 10, 2012 regular meeting**
    b) **July 16, 2012 work session**

NEW BUSINESS

4. **Public hearing and consider an ordinance to rezone a portion of property known as Lot 1RB, Block 1, Bedford Meadows Shopping Center Addition, 2824 Central Drive, #331, from Heavy Commercial to Heavy Commercial/Specific Use Permit/Children's Daycare Center. The property is generally located south of Harwood Road and east of Central Drive. (Z-224)**

5. **Public hearing to receive citizen comments on the City's application for the Texas Parks and Wildlife Department Local Park Grant Program.**

6. **Consider a resolution of the City of Bedford, Tarrant County, Texas hereinafter referred to as "applicant," designating certain officials as being responsible for, acting for, and on behalf of the applicant in dealing with the Texas Parks & Wildlife Department, hereinafter referred to as "department," for the purpose of participating in the Local Park Grant Program, hereinafter referred to as the "program"; certifying that the applicant is eligible to receive program assistance; certifying that the applicant matching share is readily available; dedicating the proposed site for permanent public park and recreational uses; and certifying that the application has been submitted to the appropriate regional council of governments for the Texas Review and Comment System (TRACS) review.**

7. **Consider a resolution of the City Council of the City of Bedford, Texas approving an Economic Development Program Agreement, pursuant to Chapter 380 of the Texas Local Government Code and the City's Economic Development Incentive Policy and Program, with Legacy Alliance Holdings, LLC. (Legacy)**

8. **Consider a resolution authorizing the City Manager to enter into a contract with the Hurst-Euless-Bedford Independent School District to provide two School Resource Officers for school year 2012/13, in the amount of $142,178, paid for by the District.**

9. **Consider a resolution authorizing the City Manager to enter into a contractual agreement for employee health, life and long term disability insurance benefits with CIGNA.**

10. **Consider a resolution approving the City of Bedford's Section 125 Plan that allows employees to make contributions for insurance premiums and Health Savings Accounts (HSA) on a pre-tax basis as allowable under the Internal Revenue Service (IRS) Code Section 125.**

11. **Consider a resolution authorizing the City Manager to enter into a contract with Ron Wright, Tarrant County Tax Assessor-Collector, and Tarrant County, for the assessment and**

collection services of ad v alorem taxes levied by the City of Bedford; and pr oviding an effective date.

12. Consider all matters incident and related to approving and authorizing publication of notice of intention to issue Series 2012 Certificates of Obligation, including the adoption of a resolution pertaining thereto.

13. Consider all matters incident and related to approving and authorizing publication of notice of intention to issue Series 2012A Certificates of Obligation, including the adoption of a resolution pertaining thereto.

14. 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**

15. Council member reports

16. City Manager/Staff Reports

- ✓ **Report from Police Chief Roger Gibson to discuss how staff reports crime stats, regarding D Magazine article. ***Requested by Council Member Patricia Nolan**

17. 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, July 20, 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.)

AGENDA

Council Agenda Background

PRESENTER:	Robert Hinkle, NTE Lara Kohl, NTE	**DATE:**	07/24/12

Staff Report

ITEM:

Presentation by Robert Hinkle and Lara Kohl, NTE, regarding the S.H. 183 expansion.

City Manager Review: _____

DISCUSSION:

Robert Hinkle and Lara Kohl from NTE Mobility Partners will present an update regarding the S.H. 183 expansion project.

ATTACHMENTS:

N/A

AGENDA

Council Agenda Background

PRESENTER: Wendy Hartnett, Special Events Coordinator **DATE:** 07/24/12

Work Session

ITEM:

Present report on the 2012 City of Bedford Fourth Fest.

City Manager Review: _____

DISCUSSION:

Staff will present a wrap-up report on the 2012 City of Bedford Fourth Fest.

ATTACHMENTS:

N/A

AGENDA

Council Agenda Background

PRESENTER:	**Mirenda McQuagge-Walden, Managing Director of Community Services Mark Hatchell, Vice President Kimley-Horn and Associates**	**DATE:**	**07/24/12**

Work Session

ITEM:

Presentation of Design of Phase I of the Boys Ranch Master Plan.

City Manager Review: _____

DISCUSSION:

On January 10, 2012, the Council approved a resolution authorizing Kimley-Horn and Associates to proceed with the design of Phase I of the Boys Ranch Master Plan. Included within that design are:

1) **Lake dredging and creek improvements including the reshaping of the lake and channel, uniform stabilization of the lake and creek edge in the form of a concrete and/or ledge stone retaining wall, concrete weir structures to maintain water levels in the channel, lake overlooks, fishing pier, and aeration fountains in the lake and in the creek.**
2) **New concrete trails along both sides of the creek and lake including lighting, pedestrian bridges, benches and picnic tables.**
3) **New raised terrace with covered playground along the creek, disc golf course, and additional picnic areas.**
4) **Landscaping and irrigation associated with the above improvements.**

At their April 5, 2012 meeting, the Parks & Recreation Board reviewed and provided comments and direction on the schematic design. In addition to approving the overall concept, the Board provided specific input on the pavilion, bridge and color selections.

Kimley-Horn is near the completion of the design and construction documents. The purpose of the presentation is to receive from Council any feedback on the design so that it can be incorporated into the final documents.

ATTACHMENTS:

N/A

AGENDA

Council Agenda Background

PRESENTER: Beverly Griffith, City Manager **DATE:** 07/24/12

Council Recognition

ITEM:

Employee Service Recognition

City Manager Review: _____

DISCUSSION:

The following employees have completed a service period and are eligible for recognition:

• Joseph Lynn	5 years	Fire Department
• Marcos Espinoza	5 years	Fire Department
• Christopher West	15 years	Police Department
• Jill McAdams	15 years	Human Resources

ATTACHMENTS:

N/A

AGENDA

Council Agenda Background

PRESENTER: See below **DATE:** 07/24/12

Persons to be Heard

ITEM:

a) Ray Champney, 2300 Marshfield Drive, Bedford, TX – Requested to speak to the Council regarding leveraging the Cultural District, CBDZ and The Mayors Challenge, a national competition designed to inspire cities.

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

Letter of Request

COMMUNIQUE **AGENDA**

From: Ray Champney [[redacted]]
Sent: Monday, July 16, 2012 11:24 PM
To: Griffith, Beverly
Subject: Address Council July 24th Meeting

Greetings Beverly:

I would like to address the mayor and council during persons to be heard at the July 24th meeting. The topic is leveraging the Cultural District, CBDZ and The Mayors Challenge, a national competition designed to inspire cities. Thank you.

Best regards,

Ray Champney

[redacted]

AGENDA

Council Agenda Background

PRESENTER: Michael Wells, City Secretary **DATE:** 07/24/12

Minutes

ITEM:

Consider approval of the following City Council minutes:
a) July 10, 2012 regular meeting
b) July 16, 2012 work session

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

Minutes of July 10, 2012 regular meeting
Minutes of July 16, 2012 work session

COMMUNIQUE **AGENDA**

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 10th day of July, 2012 with the following members present:

Roy W. Turner	Mayor Pro Tem
Michael Boyter	Council Members
Chris Brown	
Jim Davisson	
Sherri Olsen	

constituting a quorum.

Mayor Griffin was absent at tonight's meeting. Councilmember Nolan arrived at 6:07 p.m.

Staff present included:

Beverly Griffith	City Manager
David Miller	Deputy City Manager
Stan Lowry	City Attorney
Michael Wells	City Secretary
Eric Griffin	Deputy Police Chief
John Kubala	Public Works Director
Mirenda McQuagge-Walden	Managing Director of Community Services
Bill Syblon	Development Director

WORK SESSION

Mayor Pro Tem Turner called the Work Session to order at 5:30 p.m. Council moved immediately into Executive Session.

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

Council discussed placing the following items on consent: 1, 3, 4 and tabling Item #2.

- **Recommendations for the 2012 Public Works Capital Improvement Program (CIP).**

Public Works Director John Kubala presented recommendations for the 2012 Public Works Capital Improvement Program as follows:

Wastewater

- Sulfur Branch Drainage Area Sewer Mains Replacement - $300,000. A comprehensive system analysis was performed in 2008 that determined some lines could become overloaded in a heavy rainfall event and discharge into the environment. This project is to replace an 8" inch line north of the freeway and west of Forest Ridge Drive with a 12" line. The design is scheduled to begin in October of 2012 and end in January of 2013. Construction is scheduled to begin in March of 2013 and be completed by June of 2013.
- Texas Water Development Board Segment 11 - $700,000. The Development Board approved a low-interest loan to the City in the amount of $630,000. This project consists of 3,000 feet of 21" and 15" lines to replace existing lines that could become overloaded in a heavy rainfall event.

The design is complete and construction is scheduled to begin in November of 2012 and be completed by February of 2013.

Water

- Simpson Terrace Elevated Well Site - $1,600,000 – This well will replace water from wells that had to be plugged on Brown Trail and Central Drive. A cost benefit analysis shows that the payback for the well will take approximately six years. One component of this project is a chemical treatment facilities to address taste and odor issues for both this well and Stonegate Well. A supervisory control and data acquisition system will be installed so the well can be controlled from the Public Works Service Center.
- Northwest Pressure Plane - $2,100,000 – A study was performed by Kimley-Horn in 2010 and recommendations were made regarding what could be done with solving the water pressure issues in this area. This project would raise the pressure by 10 to 20 pounds to make it compatible with the rest of the system. The design is currently underway and should be completed by October. Construction should begin in January of 2013 and be completed by July of 2013.
- Replace Water Mains in the Shady Brook Addition - $200,000 – Cast-iron water mains were installed in this area in the 1960's and are subject to corrosion, which has caused issues with water main breaks. The design is currently underway and should be completed by August. Construction is scheduled to begin in October of 2012 and be completed by January of 2013.

Drainage

- Channel Improvements from North Tarrant Expressway to Bedford Road - $100,000 – The concrete channel is deteriorating and needs to be replaced. This item is just for the design. Funding for the construction will come later. The design is scheduled to begin in November of 2012 and be completed by April 2013.
- Erosion Control at Brookhollow Park - $100,000 – A cliff in the area has been experiencing some erosion problems. This project is for a study to see what needs to be done to keep the cliff from washing away. The design is scheduled to begin in November of 2012 and be completed by May of 2013.
- Hurricane Creek South of Commerce Place - $150,000 – The creek is overgrown with trees and brush. This project is to clear and shape the sides and bottom of the channel to provide a smooth flow. The design is scheduled to begin in January of 2013 and be completed by April of 2013. Construction is scheduled to begin in May of 2013 and be completed by July of 2013.

Street and Traffic

- Dora Street Improvements - $1,300,000 – The design for this project is currently underway and is scheduled to be completed by August of 2012. Construction is scheduled to begin in October of 2012 and be completed by April of 2013.

The total costs are as follows:

Wastewater - $1,000,000
Water - $3,900,000
Drainage - $370,000
Street and Traffic - $1,300,000

Mayor Pro Tem Turner adjourned the Work Session at 6:18 p.m. Council reconvened into Executive Session.

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 551.071, consultation with City Attorney regarding pending or contemplated litigation – The Oaks of Landera Apartments.**

- **Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1D, Shops at Central Park.**

Council convened into Executive Session pursuant to Texas Government Code Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – The Oaks of Landera Apartments and Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1D, Shops at Central Park at 5:34 p.m.

Council reconvened from Executive Session at 5:58 p.m.

Council convened into Executive Session at 6:20 p.m.

Council reconvened from Executive Session at 6:43 p.m. Any necessary action to be taken as a result of the Executive Session will occur during the Regular Session of the Bedford City Council Meeting.

REGULAR SESSION 6:30 P.M.

The Regular Session began at 6:45 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Pro Tem Turner called the meeting to order.

INVOCATION (Pastor Kevin Smith, Faith Christian Fellowship Church)

Pastor Kevin Smith of Faith Christian Fellowship Church gave tonight's invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

OPEN FORUM

Tim Denker of The Shops at Central Park signed up to speak under Open Forum but was not present when called.

CONSIDER APPROVAL OF ITEMS BY CONSENT

Motioned by Councilmember Brown, seconded by Councilmember Davisson, to approve the following items by consent: 1, 3, 4 and table Item #2.

Motion approved 6-0-0. Mayor Pro Tem Turner declared the motion carried.

APPROVAL OF THE MINUTES

1. **Consider approval of the following City Council minutes:**
   a) **June 26, 2012 special and regular meeting**
   b) **June 28, 2012 strategic planning session**

This item was approved by consent.

NEW BUSINESS

2. **Consider an ordinance to rezone a portion of property known as Lot 1, Block 1, The Oaks Addition, 1833 Airport Freeway, from Heavy Commercial to Heavy Commercial/Specific Use Permit/Outside Seating/Indoor Amusement Center. The property is generally located north of State Highway 183 and east of Forest Ridge Drive. (Z-221)**

This item was tabled by consent.

3. **Consider a resolution of the City Council of the City of Bedford, Texas approving an Economic Development Program Agreement, pursuant to Chapter 380 of the Texas Local Government Code and the City's Economic Development Incentive Policy and Program, with Dunhill Ratel LLC.**

This item was approved by consent with the amendment moving the completion date from May 1 to July 1 of 2013.

4. **Consider a resolution of the City Council of the City of Bedford, Texas approving an Economic Development Program Agreement, pursuant to Chapter 380 of the Texas Local Government Code and the City's Economic Development Incentive Policy and Program, with Dunhill Ratel LLC.**

This item was approved by consent with the amendment moving the completion date from May 1 to July 1 of 2013.

5. **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 reported that she visited the Shelter this morning and that the crisis is starting to level off. The cat population is doing really well but some dogs still need to be kept. Staff has done a good job of keeping Facebook and other things updated.

- ✓ **Beautification Commission – Councilmember Turner**

No report was given.

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

Councilmember Boyter reported that the Commission manned a tent at FourthFest and it was a great opportunity for them to promote Shop Bedford First and other affairs in the City. He commended the members who manned it including Sarah Sisson, Steven Grubbs and Cynthia Williams. He encouraged citizens to utilize Shop Bedford First so they can save money and for businesses to use it so they can promote their wares.

- ✓ **Cultural Commission - Councilmember Nolan**

Councilmember Nolan reported that the Commission met last night and they are down the road with a lot of surveys to arts groups. There should be a report in the next couple of months based on these surveys regarding what people are looking for in a cultural district.

- ✓ **Library Board – Councilmember Brown**

No report was given.

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

Councilmember Davisson reported that the Board cancelled their meeting in July as it was scheduled for the day after FourthFest.

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

No report was given.

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

No report was given.

6. Council member reports

Councilmember Boyter thanked City staff on their efforts at FourthFest, particularly Mirenda McQuagge-Walden, Wendy Hartnett and Don Henderson and his staff. Though there were some issues with the fireworks, they did better than San Diego.

Mr. Boyter also attended the Regional Transportation Council meeting through the Council of Governments. He stated that the Dallas-Fort Worth area will spend $101.1B through 2035 to maintain and expand its transportation system. However, the twelve county area needs $395.3B for that purpose. Currently, the State taxes gas and diesel at $0.20 per gallon, while the federal government levies a tax of $0.184 per gallon for gas and $0.244 per gallon for diesel. The State gasoline tax was last increased in 1991 and has steadily lost purchasing power. In 1991, that tax maintained the levels that were needed for these highways. What is being projected now is that through 2011, what is needed to maintain highways and necessary improvements is a rate of $0.33 per gallon. The Council also spoke about having to compensate for the lack of resources. Fuel taxes, vehicle registration fees, and local sources such as sales and property taxes account for 58% of the money used to build and maintain facilities. The region has been looking at innovative funding options such as priced facilities and public-private partnerships, which have contributed 29% of the future anticipated funding.

Councilmember Davisson reported that the Friends of the Library are having a book sale starting with a preview on July 27 from noon to 4:00 p.m., July 28 from 10:00 a.m. to 4:00 p.m. and a clearance on July 29.

7. City Manager/Staff Reports

No report was given.

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

Items #3 and #4 were approved by consent.

Councilmember Brown stated that the vote on the consent items needed to be redone to reflect the amendments to the completion dates for the contracts on Items #3 and #4.

Motioned by Councilmember Davisson, seconded by Councilmember Brown, to approve the following items by consent: 1, table Item #2, and amend Items #3 and #4 moving the completion dates from May 1 to July 1 of 2013.

Motion approved 6-0-0. Mayor Pro Tem Turner declared the motion carried.

ADJOURNMENT

Mayor Pro Tem Turner adjourned the meeting at 6:57 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 6:00 p.m. at the Law Enforcement Center, 2121 L. Don Dodson, Bedford, Texas, on the 16th day of July, 2012 with the following members present:

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

constituting a quorum.

Staff present included:

Beverly Griffith	City Manager
David Miller	Deputy City Manager
Michael Wells	City Secretary
Mirenda McQuagge-Walden	Managing Director of Community Services
Bill Syblon	Development Director

Also present:

Janet Tharp and Drew Brawner of Kimley-Horn and Associates

CALL TO ORDER/GENERAL COMMENTS

Mayor Griffin called the Work Session to order at 6:02 p.m.

WORK SESSION 5:00 p.m.

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

Mayor Griffin stated that this meeting is a result of the previous strategic planning session where Council requested further discussion regarding the Central Bedford Development Zone, including where the project started and what has been involved in the process. He sees this as a global project that may take a number of years. The goal is to map out a design of what the Council envisions this Zone to look like, including cultural, restaurant, retail and multi-family elements. It will serve as a catalyst for the City's future. Once these elements are put together and Council approves it as their vision, it will serve as a finished project to show to developers. Elements such as streetscaping or a walkable Library property may be examined starting next year.

Development Director Bill Syblon stated that the seed for this project was planted about a year ago at a Council strategic planning session at which the Council discussed economic development, including

specific goals such as what to do with the Zone. There was discussion regarding a charrette process, which is a collaborative effort between community leaders and consultants to create a common goal and vision for the Zone. He stated that is what is being discussed tonight. Council can come up with that vision and specialists like Kimley-Horn can take those ideas and put them on paper.

The agenda tonight is to review how the vision for the Zone has taken shape; discussion on development density; discussion on units and buying power; and ending on open discussion.

Mr. Syblon stated that the reason for the plan is that the City was 97% built out and the City needs to take advantage of the remaining 3%; the need to maximize the potential returns on this development; a strong desire to create a focal point; the fact that the City owns multiple sites in the Zone area; the Zone, and the City in general, having many assets to attract new development; giving the City control so a vision can be created as opposed to a developer bringing their idea; sending a message to the real estate world that the City is serious about redevelopment and new development; and allowing the City to be prepared when growth happens.

Mr. Syblon then discussed the planning process. Stakeholder meetings were held on February 21 and March 20, after which a public meeting was held. Kimley-Horn asked the stakeholders and the public what they envisioned the area to look like, leading to a collaborative thought process to create this vision. Elements of the vision include that the City is centrally located; that there are large tracts of property owned by the City; and that there is synergy with restaurants and medical-related uses. Desired development includes mixed-use development with shops and restaurants; a pedestrian-friendly environment; arts and culture; a destination; and a park or community square. The biggest hope for the vision is for it to increase revenue to the City, which would drive a lot of the other hopes and dreams.

Mr. Syblon stated another element of the process was to define what the survey boundary for the Zone was going to be including City-owned property and areas of influence. Current conditions were identified including population, median household income, growth rate, drive times and identification of ownership of properties in the study area. Characteristics of Central Bedford are that it is predominantly restaurant, medical-related and civic uses; there is a significant amount of vacant land; and there is an evolving cultural district. Natural features include the creekway and a high point of land at L. Don Dodson and Parkwood, which could be used as a potential landmark. Potential constraints include limited opportunity for additional residential development; difficulty in developing spending capacity and the density of customers to support national retail; the successful recruitment of retail is an 18 to 36 month process; the SH 183 construction posing a challenge in the near term (though it should be a major advantage in the long term); and the median household income, which is not as strong as surrounding communities. Opportunities include a large residential base spending money outside of the City, which was identified in the 2008 Buxton study; a competitive regional location; and a substantial inventory of assets controlled by the City.

Mr. Syblon displayed existing residential examples found in the City, which includes single-family suburban at 5 units/acre; single-family small lot at 7.5 units per acre; duplexes at 7.5 units per acre; townhomes at 10.5 units per acre; and garden apartments at 20 units per acre. He then displayed other residential examples including townhomes at 30 units per acre with an average unit size of 2,390 square feet; and townhomes at 40 units per acre with an average unit size of 2,000 square feet. Mr. Syblon then discussed residential types and buying power, which is the level of expendable, discretionary income from a housing unit and is derived from industry accepted standards. The buying power of 125 residential units (listed incorrectly in the presentation as 175 units) is $10M, which equates to $75,000 in annual sales tax. The buying power of 800 residential types, at 32 units per acre, is $50M, which equates to $350,000 in annual sales tax. He further showed that there is a significant jump in buying power from areas with five units per acre to 50 units per acre. In regards to unit size and buying power, the average unit size for an apartment complex in Bedford at less than 800 square feet

would generate annual property tax revenue of $285 per unit. Higher priced units at between 800 and 1,200 square feet would generate significantly more property tax revenue at $734 per unit.

A copy of Mr. Syblon's presentation is on file with the City Secretary's Office.

Council, staff and Kimley-Horn generally discussed the total acreage of the project; densities including ranges, maximums and averages; design standards; a preference for owner occupied versus rented properties; a definition of the vision for the Zone; design concepts; the need for flexibility; the property currently utilized as the municipal complex; potential sales tax revenue; the placement of low density units; the impact on aging multi-family outside of the Zone; the costs for this project; and utilizing the salability of the entire quadrant. Council was of the consensus for a density range of 30-35 units per acre; to generate $350,000 in annual sales tax revenue based on buying power; for design concepts found on page 12 and the photo at the bottom of page 14 in the presentation; and for the plan to incorporate cultural elements.

In regards to cultural aspects, Council and staff discussed receiving an update from the Cultural Commission; the amount of property to be allocated for the Cultural District; the possibility of cultural elements in the Boys Ranch Master Plan; expanding Twilight Thursdays; and the possibility of a band shell. City Manager Beverly Griffith stated that the Cultural Commission is assessing resources and studying other facilities in the area. They are not contemplating new facilities but focusing on what is being utilized and performing a needs assessment. Managing Director of Community Services Mirenda McQuagge-Walden stated that there are no cultural elements in the first phase of the Boys Ranch Master Plan.

Council and staff discussed having one more work session with Kimley-Horn to examine concepts and work towards design standards. This would then be followed up by a joint session with the Stakeholder Committee. Council was of the consensus to hold a work session to follow-up on the previous strategic planning session on Thursday, August 16. Council was also of the consensus to hold a work session with Kimley-Horn on Thursday, August 23 starting at 5:00 p.m.

Mayor Griffin adjourned the Work Session at 8:21 p.m.

_____
Jim Griffin, Mayor

ATTEST:

_____
Michael Wells, City Secretary

AGENDA

Council Agenda Background

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

DATE: 07/24/12

Council Mission Area: Foster economic growth.

ITEM:

Public hearing and consider an ordinance to rezone a portion of property known as Lot 1RB, Block 1, Bedford Meadows Shopping Center Addition, 2824 Central Drive, #331, from Heavy Commercial to Heavy Commercial/Specific Use Permit/Children's Day Care Center. The property is generally located south of Harwood Road and east of Central Drive. (Z-224)

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The applicant is proposing to relocate an existing day care center to 2824 Central Drive, Suite 331, in the existing Bedford Meadows Shopping Center. Just for Kidz has had a business within the Bedford Meadows Shopping Center for over 17 years and has to relocate to a new space within the Center due to a redevelopment of their current location by the shopping center owner.

The parking remains from previous development. There will be a new play area located where there are currently seven parking spaces near the Central Drive ingress/egress to the Center. The total number of parking spaces will be reduced from 280 to 273, which is still in excess of what is required.

A new play area will be fenced off from the parking lot and there will be two points of egress, one gate on the eastern part of the fence and one gate on the western part of the fence. The material of the fence on 2-3 sides will be screening material, board-on-board, and on one side there will be chain link fencing. This play area is in excess of 50 feet from the multi-family residentially zoned property to the south, which meets the requirement of the Zoning Ordinance.

The landscaping remains from when the Center was first developed and because there will be no change in the footprint of the building, this is not required to be updated.

The Planning and Zoning Commission recommended approval of this item at their June 28, 2012 meeting by a vote of 6-0-1.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance to rezone a portion of property known as Lot 1RB, Block 1, Bedford Meadows Shopping Center Addition, 2824 Central Drive, #331, from Heavy Commercial to Heavy Commercial/Specific Use Permit/Children's Day Care Center. (Z-224)

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance
June 28, 2012 Planning & Zoning Minutes
Planning and Zoning Staff Report
Zoning Change Application
Zoning Map of Referenced Property
8 ½ x 11 drawings

ORDINANCE NO. 12-

AN ORDINANCE TO REZONE A PORTION OF PROPERTY KNOWN AS LOT 1RB, BLOCK 1, BEDFORD MEADOWS SHOPPING CENTER ADDITION, LOCATED AT 2824 CENTRAL DRIVE, #331, BEDFORD, TEXAS, TO BE REZONED FROM HEAVY COMMERCIAL TO HEAVY COMMERCIAL/SPECIFIC USE PERMIT/CHILDREN'S DAY CARE CENTER SPECIFICALLY FOR THE OPERATION OF A CHILDREN'S DAY CARE CENTER; 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-224)

WHEREAS, it is deemed expedient and for the benefit of the City of Bedford, Texas, that the Comprehensive Zoning Ordinance be amended to rezone a portion of property from Heavy Commercial to Heavy Commercial/Specific Use Permit/Children's Day Care Center. The property is generally located south of Harwood Road and East of Central Drive. (Z-224)

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:**

a portion of property known as Lot 1RB, Block 1, Bedford Meadows Shopping Center Addition, and is located at 2824 Central Drive, #331, Bedford, Texas shall be shown as approved by this ordinance.

SECTION 2. **That the Site Plan, attached hereto as Exhibit "A", is approved as a component of this zoning change approval. Any revisions to the property that deviates from the Site Plan attached hereto shall require an amendment to this ordinance.**

SECTION 3. **That approval of this specific use permit is subject to no stipulations.**

SECTION 4. **That from and after the final passage of this ordinance, the land described herein shall be subject to the regulations and uses of Heavy Commercial/Specific Use Permit/Children's Day Care.**

SECTION 5. **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 6. **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 7. **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.**

ORDINANCE NO. 12-

PRESENTED AND PASSED this 24th day of July 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

COMMUNIQUE

AGENDA

City of Bedford
Change of Zoning Application

P&Z MTG, 6/28/12

Z-224

Received 5/14/12

Applicant Name (Print): Robin V. Smith (*Signature): [signature]

Address: 2828 Central Dr #470 Bedford TX 76021

Telephone number: 817-571-7717 Fax number: same #

I, the undersigned owner, or Renter *(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: Heavy Commercial To: H/SUP/CHILDREN DAY CARE CENTER (HX)

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 1RB Block 1 Addition Bedford Meadows Shopping Center
Tract _____ Abstract _____ Survey _____ to the City of Bedford, Texas.
Street Address 2824 Central Dr #331 Bedford TX 76021

Fee: ($150.00 plus $75.00 per acre over one.) $150.00 + $75.00 x 0 = 150.00
Payable by cash, Visa, MasterCard, or check made out to the City of Bedford. *(# of acres)* *(total fee)*

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

(Print name) Brad DeYoung [signature]

(Company name) FCBU Properties LLC

(Street Address, City, State & Zip Code) 4125 Centurion Way, Ste 100, Addison, TX 75001

(Telephone number) 214-731-3133 *(FAX number)* 214-501-0397

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

(Print Name)

(Company Name)

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

(Telephone number) *(FAX number)*

6/6/12 DRC

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

COMMUNIQUE

AGENDA

P&Z MTG, 6/28/12
Z-224
Received 5/14/12

Zoning Change for New Daycare

We are requesting that the location of 2824 Central Dr #331 Bedford TX 76021, currently BHC gym be rezoned for SUP-child daycare center. We are operating as of today at 2828 Central Dr #470 & 450 Bedford TX,76021 as Just For Kidz, but the new property owners wish to bulldoze the building that we currently occupy. Our center has been in business for 17+ years and still going strong! We provide licensed child care for a lower tuition rate than any other facility in the area and are very proud to provide a high quality of service.

The relocation of our center will intell that the gym downsize and move to suite 330 and then the current space for suite 331 will be divided into 2 spaces, one being ours. The total square feet for our new facility will be 4,036, licensing our center for 102 kids. We are asking that you please allow for us to stay within this shopping center and grant our rezoning request! Thank you so much for your time and consideration.

PLANNING AND ZONING COMMISSION MEETING MINUTES OF JUNE 28, 2012

DRAFT

CALL TO ORDER

Chairman Stroope called the meeting to order at 7:00 p.m.

INVOCATION

Vice Chairman Reese gave tonight's invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

APPROVAL OF MINUTES

1. **Consider approval of the following Planning and Zoning Commission meeting minutes:**
   a) June 14, 2012

   Motion: Commissioner Hall made a motion to approve the meeting minutes of June 14, 2012 with the noted correction made at the Work Session.

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

   Ayes: Commissioners Sinisi, Henning, Hall, Pierson, Vice Chairman Reese Chairman Stroope
   Nays: None
   Abstention: Commissioner Fisher

   Chairman Stroope declared the motion approved.

PUBLIC HEARING

2. **Zoning Case Z-224, public hearing and consider a request of Just for Kids Daycare to rezone a portion of property known as Lot 1RB, Block 1, Bedford Meadows Shopping Center Addition, located at 2824 Central Drive, #331, Bedford, Texas from Heavy Commercial to Heavy Commercial/Specific Use Permit/Daycare. The property is generally located south of Harwood Road and east of Central Drive.**

   Chairman Stroope recognized Jacquelyn Reyff, AICP, Planning Manager reviewed Zoning Case Z-224.

   Chairman Stroope recognized Robin Smith, 2828 Central Drive, Bedford, Texas, and Brad DeYoung, 2824 Central Drive Bedford, Texas, who were there to represent this application.

   Chairman Stroope opened the public hearing at 7:11 p.m. and there being no one to speak, closed the public hearing at 7:12 p.m.

The Commission discussed the application.

Motion: Commissioner Henning made a motion to approve Zoning Case Z-224.

Chairman Hall seconded the motion and the vote was as follows:

Ayes: Commissioners Sinisi, Henning, Hall, Pierson, Fisher, Vice Chairman Reese
Nays: None
Abstention: Chairman Stroope

Motion approved 6-0-1. Chairman Stroope declared the motion approved.

ADJOURNMENT

Chairman Stroope adjourned the Planning and Zoning meeting at 7:23 p.m.

_____

Chairman Stroope
Planning and Zoning Commission

ATTEST:

_____

Yolanda Alonso, Planning and Zoning Secretary

CITY OF BEDFORD
Discover the Center

Planning & Zoning Commission Staff Report

June 28, 2012

Case# Z-224 **Prepared June 14, 2012**

Request:

The applicant is proposing to locate a day care center at 2824 Central Drive, Suite 331, and as such a Specific Use Permit is required.

Applicant	Robin Smith
General Location	South of Harwood Road and East of Central Drive
Applicable Zoning Ordinance Section	Section 3.1.C.
Notification Requirements	15-day legal ad in Ft. Worth Star Telegram
Number of Property Owners Notified	23
Action Required	Approval or Denial of Specific Use Permit

Description:

The applicant is proposing to relocate an existing day care center to 2824 Central Drive, Suite 331, in the existing Bedford Meadows Shopping Center. Just for Kidz has had a business within the Bedford Meadows Shopping Center for over 17 years and has to relocate to a new space within the center.

Development Review Committee:

The Development Review Committee met on June 6, 2012, and determined the proposed use of a day care facility and corresponding site plan and floor plan could proceed to the Planning and Zoning Commission based on what was submitted.

Zoning and Site Conditions:

The property is zoned H, Heavy Commercial. The Heavy Commercial zoning district is established to provide for development of retail and commercial uses, including higher intensity commercial uses. Day care centers are permitted uses within the H zoning district when they

have completed the Specific Use process. The surrounding land uses adjacent to the property are as follows:

	North	South	East	West
Zoning of Adjacent Property	Not Available	MF	MF	Not Available
Land Use	Harwood Road	Apartments	Apartments	Central Drive

The lease space is located in the Bedford Meadows Shopping Center.

The existing landscaping is from a previous development. Therefore, the site is sufficiently landscaped for the proposed day care center.

The parking remains from previous development. The parking is determined by the total square footage of leasable space for the entire shopping center. The ratio for calculating the parking is 1 parking space / 250 SF of floor area. Based on the entire number of parking spaces for the center 217 are required and there are 280 provided. Therefore, the parking as it exists is in excess of what is required, and is in compliance for the proposed use.

There will be a new play area located where there are currently 7 parking spaces near the Central Drive ingress/egress to the center. The total number of parking spaces will be reduced from 280 to 273, which is still in excess of what is required. The play area will be fenced off from the parking lot and there will be two points of egress one gate on the eastern part of the fence and one gate on the western part of the fence.

Comprehensive Plan:

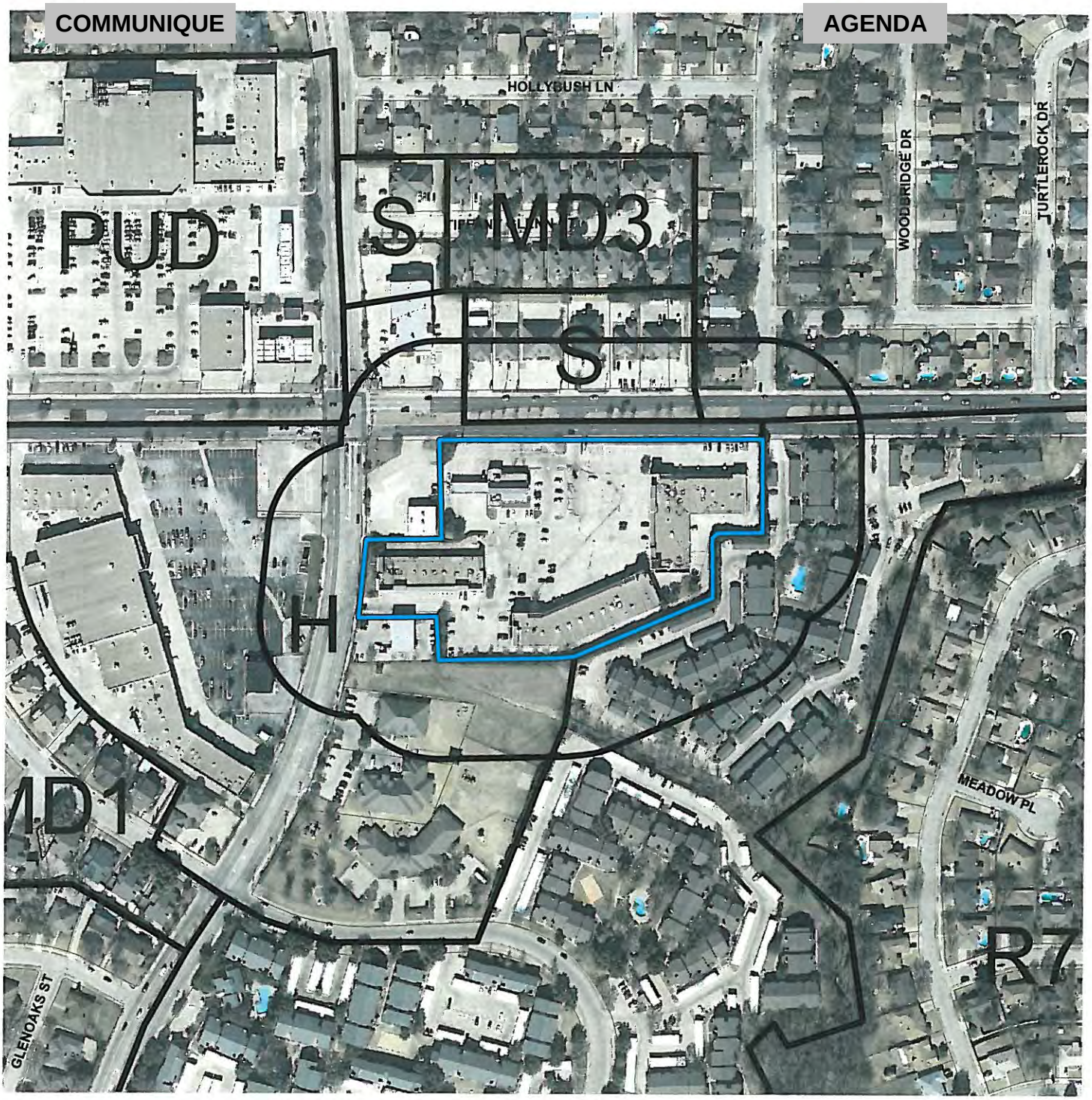
The Comprehensive Plan indicates the location of 2824 Central Drive, Suite 331, to be commercial. Therefore, the proposed use of a day care center would not conflict with the Comprehensive Plan.

Planning & Zoning Commission Review Options:

Recommend approval or denial for 2824 Central Drive, Suite 331, for a Specific Use permit for a day care center.

COMMUNIQUE

AGENDA



Hearing Date: 06-28-12 **Z-224**

City of Bedford, Texas

Address: 2824 Central Drive , Ste. 331
Bedford, Texas 76021

Legal Description: Lot 1RB, Block 1,
Bedford Meadows Shopping Center Addtion

N
W E
S

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.

COMMUNIQUE

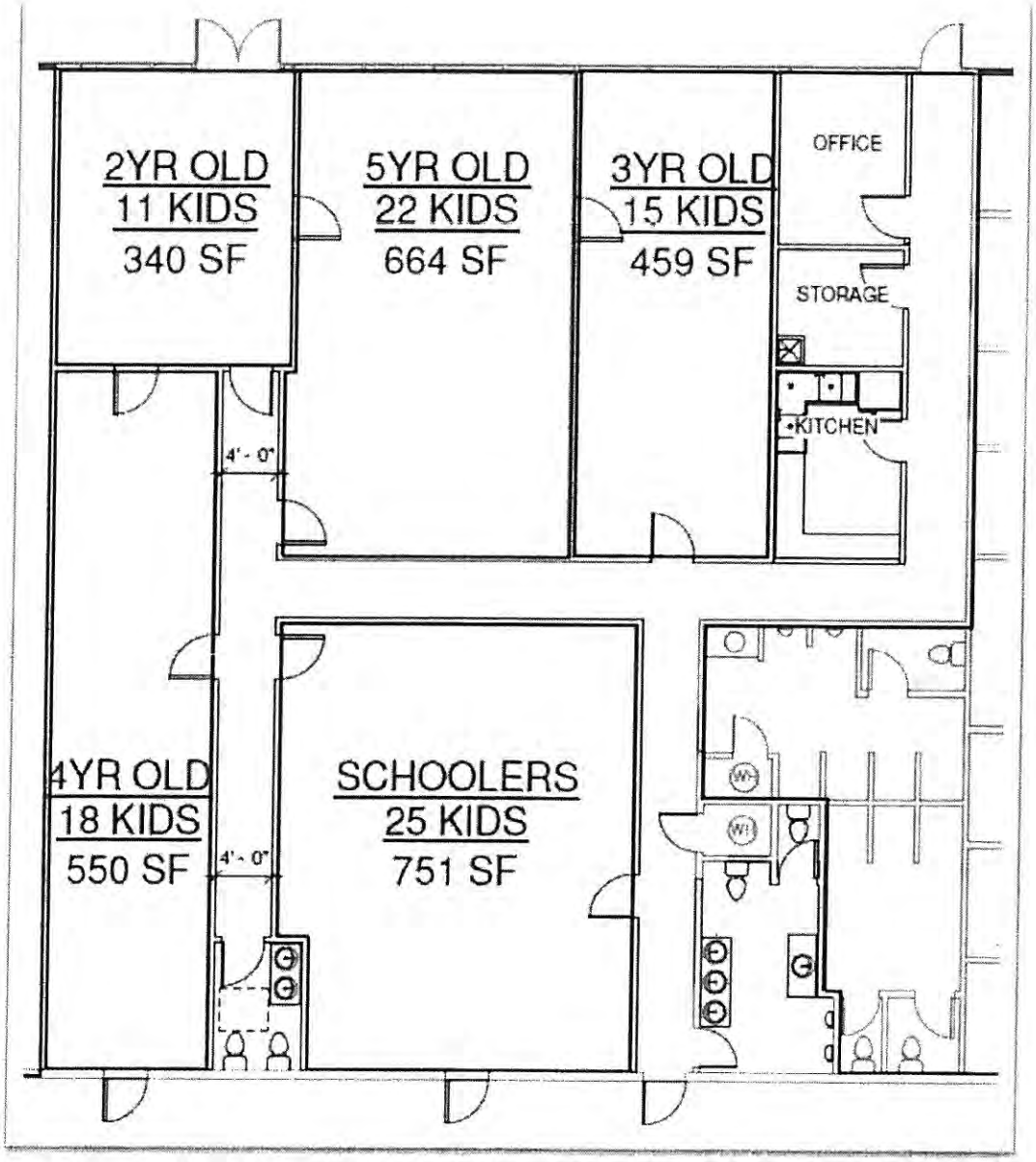
AGENDA

P&Z MTG, 6/28/12
Z-224
Received 5/14/12

Bedford Meadows – Scope of Work
Just For Kids Daycare

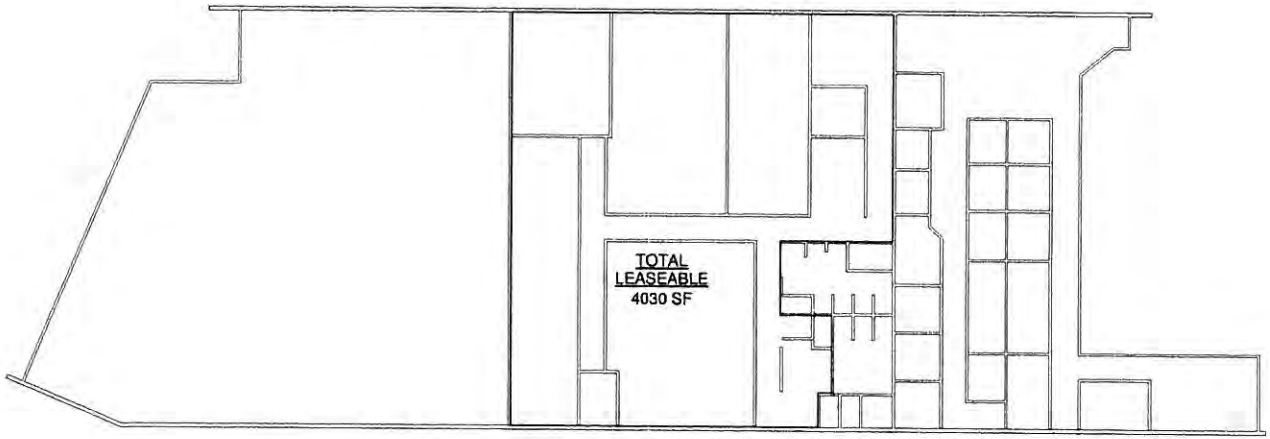
Landlord will provide the following tenant improvements.

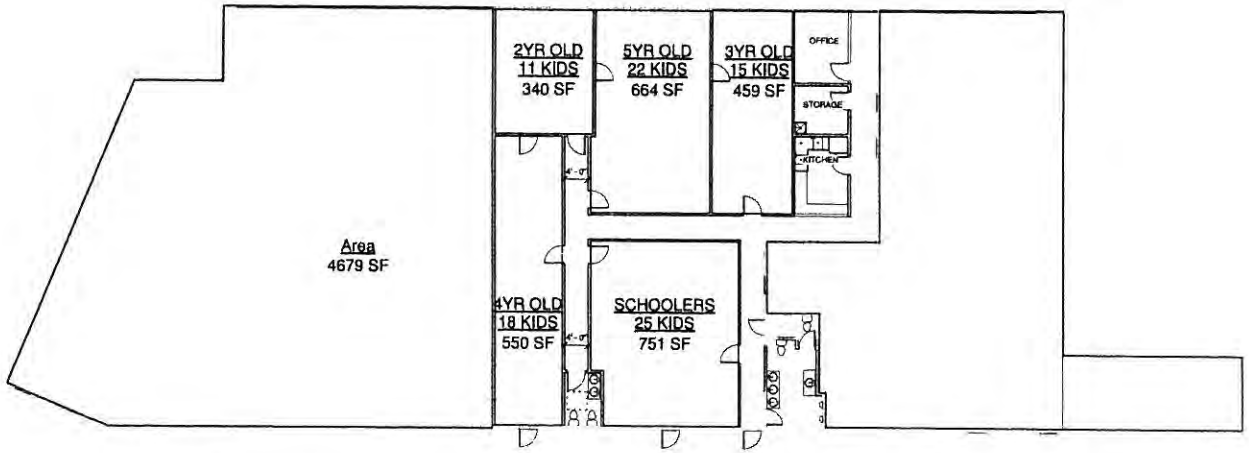
1. Install all Walls and doors
2. Flooring will be glue down carpet or glue down vinyl
3. Fire equipment to include smoke detectors, lighted exit signs, strobes and a knox box
4. Tenant is responsible for alarm monitoring and carbon monoxide detector
5. Landlord will provide at least two exits but will not relocate or add any exterior doors.
6. Install a mop sink in storage room
7. Kitchen will include a strait four compartment sink (not a corner compartment)
8. Kitchen will have wipable walls and splatter shield ceiling tiles
9. Appliances provided by tenant (refrigerator, microwave, etc.)



AGENDA
P&Z MTG, 6/28/12
Z-224
Received 5/14/12

05-13-12





T-N-T Drafting & Design
"Blowing Away The Competition"

Tag & Tristan Gilkeson
Cell: 469.544.1000 Email: tgrdn_inc@yahoo.com

LEGACY ALLIANCE HOLDINGS
4125 CENTURION PKWY, SUITE 100,
ADDISION TX, 75001
www.legacyallianceholdings.com

TRUE NORTH

PLAN NORTH

Made Exclusively For:

JUST FOR KIDS
DAYCARE

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BEADFORD
MEADOWS
SHOPPING CENTER
2816 HARWOOD &
2828 CENTRAL,
BEDFORD, TX
76021

AREA SQUARE
FEET

Project Number	Project Number
Date	Issue Date
Drawn By	TAG GILKESON
Checked By	TAG GILKESON

A101.3

Scale 1/8" = 1'-0"

5/13/2012 8:00:20 PM

COMMUNIQUE

AGENDA

COMMUNIQUE

P&Z MTG, 6/28/12
Z-224
Received 5/14/12

LEGACY ALLIANCE

CH ravell
ADD 25 Centurion Way, Ste. 100
Addison, TX 75001
TEL 4.731.3133 Ext. 175
CEL 4.597.9577
FAX 4.731.3199
E-MAIL Christ@LegacyAllianceHoldings.com
WEB www.LegacyAllianceHoldings.com

Total Impervious Area: 205,391 SQ FT (92% Gross Site Area)

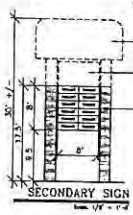
EXISTING BUILDING
NEW BUILDING
NEW PARKING
LANDSCAPED AREA
EXISTING TREE

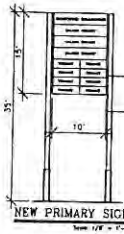
PARKING SUMMARY

FUNCTION	AREA	REQUIRED	PROVIDED
EXISTING RETAIL AREA (@ 1/250)	34,017 SF	136 SPACES	230 SPACES
PROPOSED RETAIL AREA (@ 1/250)	20,080 SF	81 SPACES	50 SPACES
TOTAL RETAIL AREA	54,097 SF	217 SPACES	280 SPACES
EXISTING PARKING PROVIDED			230 SPACES
NEW PARKING PROVIDED			50 SPACES
TOTAL PARKING PROVIDED			280 SPACES
FULL SIZE SPACES (9x18)		210 SPACES	270 SPACES
HANDICAP SPACES (12x18)		7 SPACES	10 SPACES
TOTAL SPACES		217 SPACES	280 SPACES

(meets code) (LESS 7)

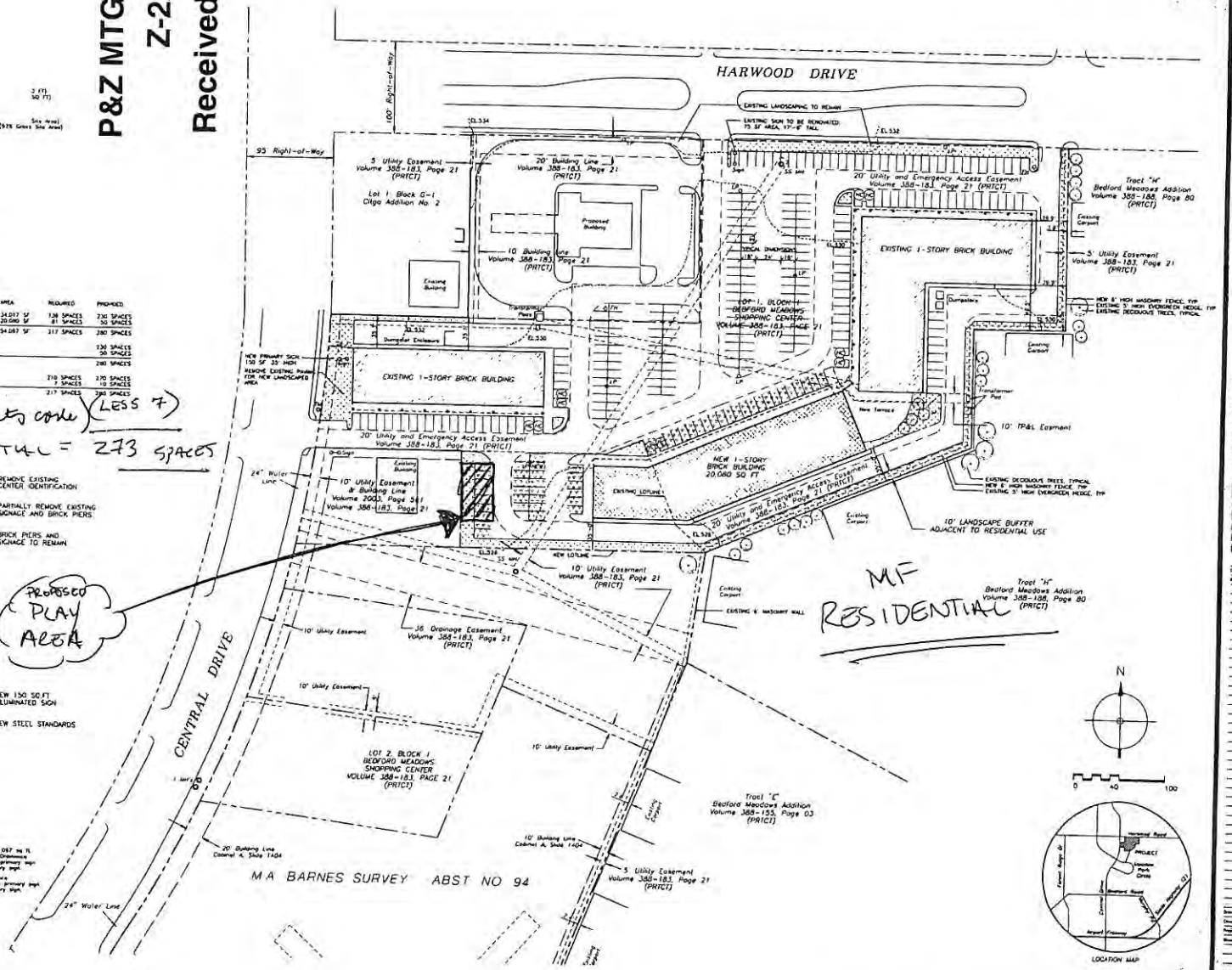
TOTAL = 273 SPACES





NOTE: Based on a total building area of 54,097 sq ft, Paragraph 3.A.3 of the City of Bedford Sign Ordinance allows a maximum height of 25'-0" for the primary sign and 17'-6" maximum height for the secondary sign.

Similarly, Paragraph 3.A.4 of the Sign Ordinance allows a maximum area of 150 sq ft for the primary sign and 75 sq ft maximum area for the secondary sign.



PROPOSED SITE PLAN

A1.00

GOOD FULTON & FARRELL ARCHITECTS

BEDFORD MEADOWS SHOPPING CENTER
BEDFORD, TEXAS
INTERNATIONAL CAPITAL

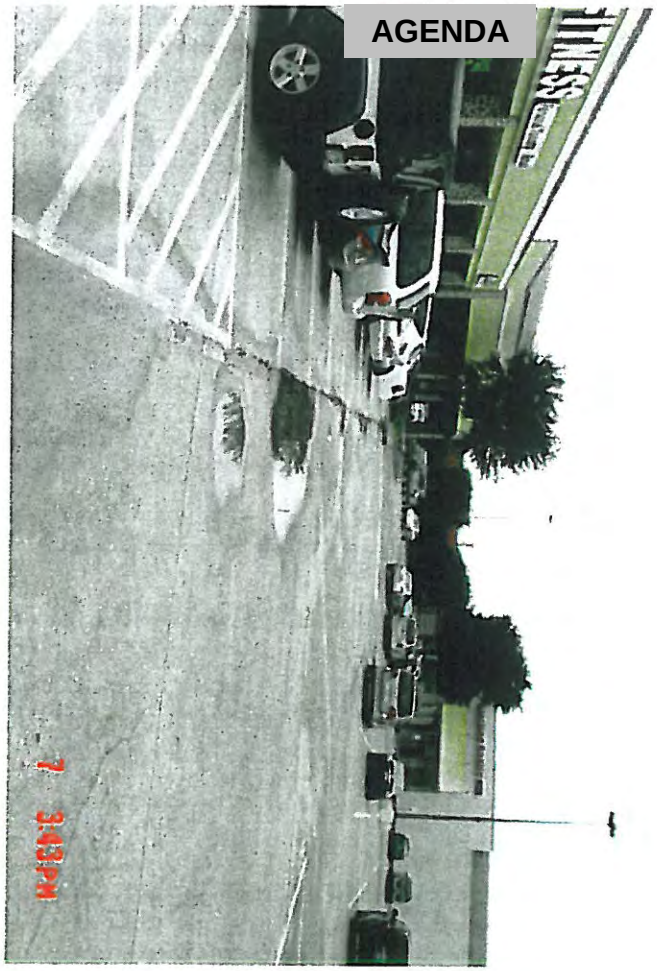
P&Z MTG, 6/28/12

Z-224

Received 5/14/12

COMMUNIQUE

AGENDA



P&Z MTG, 6/28/12

Z-224

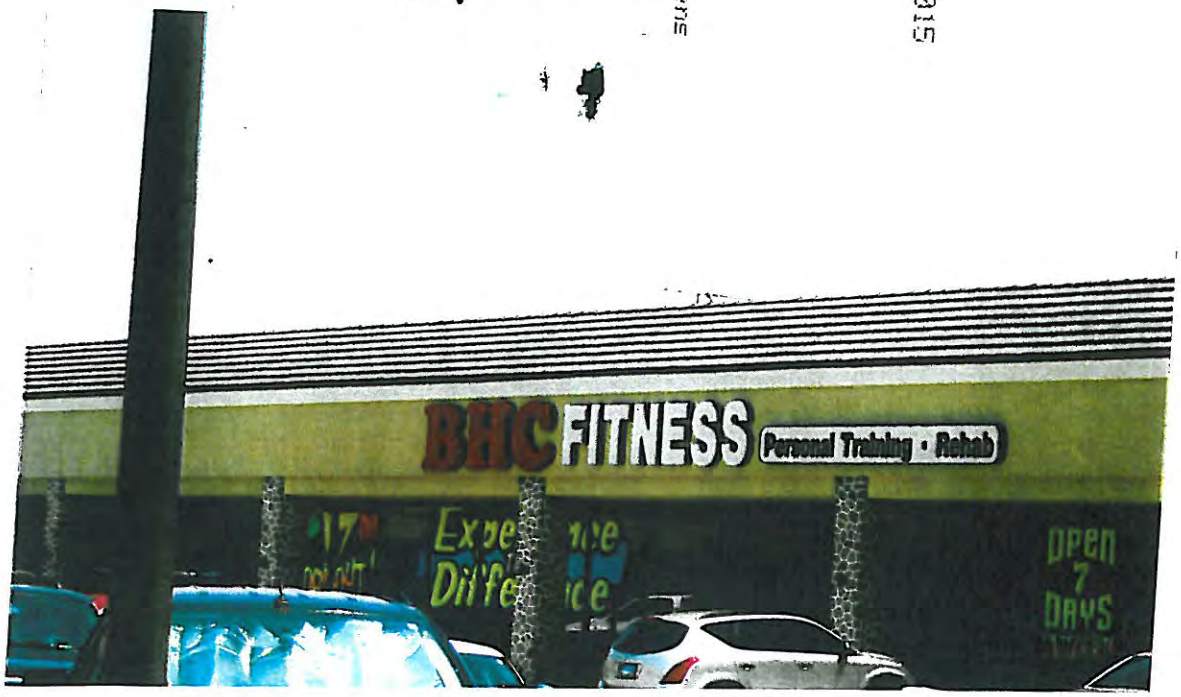
Received 5/14/12

COMMUNIQUE

AGENDA

Current Space

Moving Into this Space



COMMUNIQUE

AGENDA

New Space - the current BHC spot

Rear Exits

P&Z MTG, 6/28/12

Z-224

Received 5/14/12

AGENDA

Council Agenda Background

PRESENTER:	Mirenda McQuagge-Walden, Managing Director of Community Services John Fain, DFL Group	**DATE:**	07/24/12

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

ITEM:

Public hearing to receive citizen comments on the City's application for the Texas Parks and Wildlife Department Local Park Grant Program.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The Texas Parks and Wildlife Department (TPWD) requires that at least one public hearing be held to receive public comment if an entity wishes to apply for a grant with their Local Park Grant Program. City staff will be completing a grant application for submittal to TPWD by August 1, 2012. The application will request funding to assist with dredging the lake, drainage improvements, trail enhancements, fishing pier, picnic area, disc golf and interpretive area at the Boy's Ranch Park.

RECOMMENDATION:

Staff recommends that a public hearing be opened to receive comments on the grant.

FISCAL IMPACT:	ATTACHMENTS:
N/A	N/A

AGENDA

Council Agenda Background

PRESENTER:	Mirenda McQuagge-Walden, Managing Director of Community Services John Fain, DFL Group	**DATE:**	07/24/12

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

ITEM:

Consider a resolution of the City of Bedford, Tarrant County, Texas hereinafter referred to as "applicant," designating certain officials as being responsible for, acting for, and on behalf of the applicant in dealing with the Texas Parks & Wildlife Department, hereinafter referred to as "department," for the purpose of participating in the Local Park Grant Program, hereinafter referred to as the "program"; certifying that the applicant is eligible to receive program assistance; certifying that the applicant matching share is readily available; dedicating the proposed site for permanent public park and recreational uses; and certifying that the application has been submitted to the appropriate regional council of governments for the Texas Review and Comment System (TRACS) review.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

On May 25, 2010, the City Council approved a resolution authorizing the DFL Group to assist the City of Bedford with the completion of the Parks Master Plan and a Local Park Grant application with the Texas Parks and Wildlife Department (TPWD). At that time, DFL committed to the City that they would continue to assist pro bono with future applications if the first application was unsuccessful.

On March 1, 2011, the City of Bedford submitted an application for a $500,000 TPWD Local Park grant. Unfortunately, the City did not receive the grant and the 82nd Texas Legislature suspended all state funding for the Texas Recreation and Parks Account (TRPA), and all Large County & Municipality Recreation and Parks Accounts. However, in mid-June, staff learned that with the passage of the omnibus spending bill in December by the U.S. Congress, Texas has received $2,302,679 for its federal apportionment through the Land and Water Conservation Fund (LWCF). Approximately one half of this amount, or $1,151,339, is available for the August 1 grant review. Of that amount, approximately $690,803 is available to fund the type of grant that the City is eligible. The maximum grant to any entity in this category will be $100,000.

The purpose of this resolution is to authorize the application of a $100,000 Local Outdoor Park Grant to assist with Phase I construction of the Boys Ranch Master Plan including dredging the lake, drainage improvements, trail enhancements, fishing pier, picnic area, disc golf and interpretive area. The grant will match up to $100,000 in improvements which is within the scope of this project.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution of the City of Bedford, Tarrant County, Texas hereinafter referred to as "applicant," designating certain officials as being responsible for, acting for, and on behalf of the applicant in dealing with the Texas Parks & Wildlife Department, hereinafter referred to as "department," for the purpose of participating in the Local Park Grant Program, hereinafter referred to as the "program"; certifying that the applicant is eligible to receive program assistance;

certifying that the applicant matching share is readily available; dedicating the proposed site for permanent public park and recreational uses; and certifying that the application has been submitted to the appropriate regional council of governments for the Texas Review and Comment System (TRACS) review.

FISCAL IMPACT:	ATTACHMENTS:
$100,000.00 matching funds, source to be determined.	**Resolution** **Grant budget**

RESOLUTION NO. 12-

A RESOLUTION OF THE CITY OF BEDFORD, TARRANT COUNTY, TEXAS HEREINAFTER REFERRED TO AS "APPLICANT," DESIGNATING CERTAIN OFFICIALS AS BEING RESPONSIBLE FOR, ACTING FOR, AND ON BEHALF OF THE APPLICANT IN DEALING WITH THE TEXAS PARKS & WILDLIFE DEPARTMENT, HEREINAFTER REFERRED TO AS "DEPARTMENT," FOR THE PURPOSE OF PARTICIPATING IN THE LOCAL PARK GRANT PROGRAM, HEREINAFTER REFERRED TO AS THE "PROGRAM"; CERTIFYING THAT THE APPLICANT IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE; CERTIFYING THAT THE APPLICANT MATCHING SHARE IS READILY AVAILABLE; DEDICATING THE PROPOSED SITE FOR PERMANENT PUBLIC PARK AND RECREATIONAL USES; AND CERTIFYING THAT THE APPLICATION HAS BEEN SUBMITTED TO THE APPROPRIATE REGIONAL COUNCIL OF GOVERNMENTS FOR THE TEXAS REVIEW AND COMMENT SYSTEM (TRACS) REVIEW.

WHEREAS, the Applicant is fully eligible to receive assistance under the Program; and,

WHEREAS, the Applicant is desirous of authorizing an official to represent and act for the Applicant in dealing with the Department concerning the Program.

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

SECTION 1. **That the Applicant hereby certifies that they are eligible to receive assistance under the Program, and that notice of the application has been posted according to local public hearing requirements.**

SECTION 2. **That the Applicant hereby certifies that the matching share for this application is readily available at this time.**

SECTION 3. **That the Applicant hereby authorizes and directs its City Manager to act for the Applicant in dealing with the Department for the purposes of the Program, and that Beverly Queen Griffith is hereby officially designated as the representative in this regard.**

SECTION 4. **That the Applicant hereby specifically authorizes the official to make application to the Department concerning the site to be known as Boys Ranch Park in the City of Bedford for use as a park site and is hereby dedicated for public park and recreation purposes in perpetuity.**

PASSED AND APPROVED this 24th day of July 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

RESOLUTION NO. 12-

APPROVED AS TO FORM:

_____

Stan Lowry, City Attorney

OUTDOOR RECREATION - LOCAL PARK GRANT
BEDFORD BOYS RANCH
BUDGET SUMMARY

I. PROFESSIONAL SERVICES		**$By City**
A. Surveys; Construction Plans and Specifications	$0.00	
II. LAND ACQUISITION		
A. NA	$0.00	
III. CONSTRUCTION		
A. Recreation Facilities		**$152,500.00**
1. Fishing Pier/Dock (2,000 SF, uncovered)	$48,000.00	
2. Trail Construction (500 LF x 6' concrete)	$3,000.00	
3. Trail Renovation (500 LF x6' concrete)	$4,000.00	
4. Disc Golf (9-hole)	$7,500.00	
5. Overlook/Interpretive Area (1,000 SF)	$25,000.00	
6. Picnicking (2 Units)	$10,000.00	
7. Playground (Covered)	$50,000.00	
8. Amphitheater Renovation	$5,000.00	
B. Miscellaneous		**$47,500.00**
1. Lake Dredging/Wildlife Restoration (500 CY)	$21,000.00	
2. Riparian/Natural Area Plantings (500 SF) with low water irrigation	$6,000.00	
3. Erosion Control & Creek Stabilization (50 LF) with low water irrigation to establish new streambank vegetation	$12,000.00	
4. Program Acknowledgement Sign	$1,000.00	
5. Interpretive and Historic Recognition Signage	$6,000.00	
6. Texas Parks and Wildlife Kiosk	$1,500.00	
Total Construction (A & B):	$200,000.00	

TOTAL PROJECT COST: $200,000.00*

MATCH REQUEST: $100,000.00

*** The City of Bedford will provide an additional $2,800,000 for this project to fund professional services, as well as additional pond restoration; creek stabilization; trails; a larger playground; an additional nine holes of disc golf; and added picnicking.**

AGENDA

Council Agenda Background

PRESENTER: William Syblon, Development Director **DATE:** 07/24/12

Council Mission Area: Foster economic growth.

ITEM:

Consider a resolution of the City Council of the City of Bedford, Texas approving an Economic Development Program Agreement, pursuant to Chapter 380 of the Texas Local Government Code and the City's Economic Development Incentive Policy and Program, with Legacy Alliance Holdings, LLC. (Legacy)

City Attorney Review: No

City Manager Review: _____

DISCUSSION:

The City of Bedford has established an economic development incentive policy and program that states that on a case-by-case basis, the City can offer economic incentive packages authorized by Chapter 380 of the Texas Local Government Code. One of the primary incentive tools authorized by Chapter 380 is the ability to offer grants for property improvement.

Legacy Alliance Holdings, LLC (Legacy) has been in the process of remodeling and renovating the Bedford Meadows Shopping Center located at the southeast corner of Central Drive and Harwood Road. Legacy initially had applied for a grant through the Retail Revitalization Program (RCR). The RCR Program allows for grants up to $25,000 for qualified façade improvements made to multi-tenant centers. Unfortunately, timing of the project disqualified Legacy from receiving a grant through the RCR Program. Had Legacy qualified for the RCR program, they would have been eligible to receive the full $25,000 grant. Legacy is now asking for assistance through the Chapter 380 Program.

In return for the assistance, Legacy will have ensured specific performance criteria and goals for the shopping center that will prove to be economically beneficial to the City of Bedford. The particular performance goals are as follows:

Legacy will:

- **Invest approximately $150,000 to renovate the façade of the Center**
- **Invest approximately $100,000 to renovate the interior of the Center**

Specific improvements will include:

- **New Sherwin Williams paint – entire center**
- **New standing seam metal roof – interior towers**
- **Limestone finish – all columns and towers**
- **New Sunbrella awnings – throughout center**
- **Up down LED lighting – each column**
- **LED security wall packs – along back alley**
- **New LED bulbs is all breezeways**
- **New Zoysia turf grass – along Harwood**
- **New Texas landscape – at Harwood**
- **New color changing LED lights in the towers (Major Focal Point)**
- **Brought pylon sign into compliance**

- **All new security cameras and wiring on property - covers entire property**

In return for this property improvement, the City of Bedford will provide the following:

- **$20,000 grant for exterior façade improvements**
- **$5,000 grant for signage improvements**

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution of the City Council of the City of Bedford, Texas approving an Economic Development Program Agreement, pursuant to Chapter 380 of the Texas Local Government Code and the City's Economic Development Incentive Policy and Program, with Legacy Alliance Holdings, LLC.

FISCAL IMPACT:

$25,000 from Economic Development Fund

ATTACHMENTS:

Resolution
Economic Development Program Agreement

RESOLUTION NO. 12-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEDFORD, TEXAS APPROVING AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT, PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE AND THE CITY'S ECONOMIC DEVELOPMENT INCENTIVE POLICY AND PROGRAM, WITH LEGACY ALLIANCE HOLDINGS, LLC. (LEGACY)

WHEREAS, Chapter 380 of the Texas Local Government Code allows the City Council to create policies and programs for economic development and any related grants or incentives; and,

WHEREAS, the City Council of Bedford, Texas desires to promote economic development within the City; and,

WHEREAS, the City Council of Bedford, Texas adopted a Retail Center Revitalization Program on October 25, 2011 in accordance with Chapter 380 of the Texas Local Government Code; and,

WHEREAS, Legacy Alliance Holdings, LLC (Legacy) intends to make required improvements to the Bedford Meadows Shopping Center located at 2824 Central Drive, Bedford, Texas per the terms and conditions of an Economic Development Program Agreement, same being attached hereto and incorporated herein as Exhibit "A" to this resolution (the "Agreement"); and,

WHEREAS, the Agreement complies with the Retail Center Revitalization Program.

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

SECTION 1. **That the findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.**

SECTION 2. **That the City Council hereby approves the Agreement and the City Manager is hereby authorized to execute same on behalf of the City.**

PASSED AND APPROVED this 24th day of July 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

ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This **ECONOMIC DEVELOPMENT PROGRAM AGREEMENT** (**"Agreement"**) is entered into by and between the **CITY OF BEDFORD, TEXAS** (the **"City"**), a home rule municipal corporation organized under the laws of the State of Texas, and Legacy Alliance Holdings LLC, (**"LEGACY"**), The City and LEGACY are collectively referred to as the "Parties".

RECITALS

The City and LEGACY hereby agree that the following statements are true and correct and constitute the basis upon which the City and LEGACY have entered into this Agreement:

A. LEGACY owns a 69,490 square foot shopping center located at 2816 Central Drive, Bedford Texas, and further described as Bedford Meadows Shopping Center Lot 1RB, Block 1, City of Bedford, Tarrant County, Texas (the **"Center"**). Legacy intends or already has renovated the Center to attract additional retailers to the Center, and to make additional improvements to the Center as described herein in Section 4.1 (the **"Required Improvements"**). The Required Improvements will provide a valuable catalyst for retail development in the City and continued sales tax revenues to the City.

B. In order to maximize the economic benefits that the Required Improvements can bring to the City, the City and LEGACY desire to enter into this Agreement.

C. In accordance with Resolution No. 10-124, adopted by the City Council on October 19, 2010, attached hereto as Exhibit "A" and hereby made a part of this Agreement for all purposes, the City has established an economic development incentive policy and program pursuant to which the City will, on a case-by-case basis, offer economic incentive packages authorized by Chapter 380 of the Texas Local Government Code, Article III, Section 52-a of the Texas Constitution, and other applicable laws, that include monetary loans and grants of public money, as well as the provision of personnel and services of the City, to businesses and entities that the City Council determines will promote state or local economic development and stimulate business and commercial activity in the City in return for verifiable commitments from such businesses or entities to cause specific infrastructure, employment and other public benefits to be made or invested in the City (the **"380 Program"**).

D. The City Council has determined that by entering into this Agreement, the potential economic benefits that will accrue to the City under the terms and conditions of this Agreement are consistent with the City's economic development objectives and the 380 Program and that construction and continuous operation of the Required Improvements will further the goals for positive growth in the City. In addition, the City Council has determined that the 380 Program is an appropriate means to achieve the construction and operation of the Required Improvements, which the City Council has determined are necessary and desirable, and that the potential economic benefits that will accrue to the City pursuant the terms and conditions of this Agreement are consistent with the City's economic development objectives as outlined in the 380 Program. This Agreement is authorized by Chapter 380 of the Texas Local Government Code and the 380 Program.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. INCORPORATION OF RECITALS.

The City Council has found at a duly-called and legally-noticed public meeting through the adoption of City Resolution No. _____, attached hereto as Exhibit "B" and hereby made a part of this Agreement for all purposes, and the City and LEGACY hereby agree, that the recitals set forth above are incorporated herein and true and correct and form the basis upon which the Parties have entered into this Agreement.

2. DEFINITIONS.

In addition to terms defined in the body of this Agreement, the following terms shall have the definitions ascribed to them as follows:

380 Program has the meaning ascribed to it in Recital C.

Affiliate means all entities, incorporated or otherwise, under common control with, controlled by or controlling LEGACY. For purposes of this definition, "control" means fifty percent (50%) or more of the ownership determined by either value or vote.

Certificate of Completion has the meaning ascribed to it in Section 5.1.

Completion Date means the date as of which certificates of occupancy, whether final or temporary, have been issued by the City for the Required Improvements.

Completion Deadline means August 1, 2013.

Construction Costs means Hard Construction Costs and the following costs directly expended by LEGACY for the Required Improvements: engineering fees, surveying fees, geotechnical fees, materials testing fees, and architectural and design fees.

Director means the director of the City's Economic and Community Development Department.

Effective Date has the meaning ascribed to it in Section 3.

Employment Goal has the meaning ascribed to it in Section 4.1.2.

Hard Construction Costs means actual site development, remodeling, and construction costs, contractor fees and the costs of supplies and materials expended on the Required Improvement and Land; provided, however, acquisition or lease costs for the Land or any improvements are excluded.,

Land has the meaning ascribed to it in Recital A.

Records has the meaning ascribed to it in Section 4.3.

Required Improvements has the meaning ascribed to it in Recital A.

Term has the meaning ascribed to it in Section 3.

3. TERM.

This Agreement shall be effective as of the date of execution by the Parties (the **"Effective Date"**) and, unless terminated earlier in accordance with this Agreement, shall expire on the date as of which the City has paid all Program Grants required (the **"Term"**).

4. LEGACY's OBLIGATIONS, GOALS AND COMMITMENTS.

4.1. Private Property Improvements and Operations.

4.1.1 Amount; Completion Deadline.

In accordance with the terms and conditions of this Agreement, by the Completion Deadline LEGACY shall have expended at least Two Hundred Fifty Thousand Dollars ($250,000.00) in Construction Costs for the Required Improvements (the **"Construction Goal").** The Required Improvements shall include the following:

Painting the entire Shopping Center
New standing seam metal roof on interior towers
New limestone finish on the entire center
New awnings on the entire center
LED lighting on the entire center
New security cameras and lighting on entire center
New Zoysia turf grass landscaping along Harwood frontage
New Texas landscaping at Harwood frontage

The Completion Date for the Required Improvements must occur on or before the Completion Deadline.

4.2. Reports and Filings.

4.2.1. Construction Spending Report.

Within ninety (90) calendar days following the Completion Date, in order for the City to assess whether LEGACY satisfied the requirements of Section 4.1 and the extent to which LEGACY met the Construction Goal, LEGACY will provide the Director with a report in a form reasonably acceptable to the City that specifically outlines the total Construction Costs and Hard Construction Costs expended by and on behalf of LEGACY for the Required Improvements, and other non-proprietary documents reasonably necessary to demonstrate that such amounts were actually paid (the **"Construction Spending Report"**).

4.3. Audits.

The City will have the right throughout the Term to audit the financial and business records of LEGACY that relate to the Required Improvements and any other documents necessary to evaluate LEGACY's compliance with this Agreement or with the goals set forth in this Agreement, including, but not limited to construction documents and invoices (collectively **"Records"**). LEGACY shall make all Records available to the City on the Land or at another location in the City acceptable to both parties following reasonable advance notice by the City and shall otherwise cooperate fully with the City during any audit.

5. CITY OBLIGATIONS.

5.1. Issuance of Certificate of Completion for Development.

Within sixty (60) calendar days following receipt by the City of the Construction Spending Report for the Required Improvements, as required by Section 4.2.1, and assessment and approval by the City of the information contained therein that LEGACY expended at least Two Hundred Fifty Thousand Dollars ($250,00.00) in Construction Costs for the Required Improvements by the Completion Date and that the Completion Date occurred on or before the Completion Deadline, the Director will issue LEGACY a certificate stating the amount of Construction Costs and Hard Construction Costs expended on the Required Improvements (the **"Certificate of Completion"**).

5.2. Program Grants.

5.2.1. Amount.

Subject the terms and conditions of this Agreement, provided that (i) LEGACY expended at least Two Hundred Fifty Thousand Dollars ($250,000.00) in Construction Costs for the Required Improvements by the Completion Date, (ii) the Completion Date occurred on or before the Completion Deadline.

5.2.2. Grant of Certain Costs for Construction Costs

The City agrees to provide a grant to Grantee equivalent to Twenty Five Thousand Dollars ($25,000) as a partial reimbursement for Construction Costs.

5.2.3. Deadline for Payments and Source of Funds.

The Grant payable hereunder shall be paid by the City to LEGACY on or before November 1, after the Completion Deadline if requested by LEGACY in writing following the Completion Date, and the City, taking into consideration its current fiscal year budget and following fiscal year budget planning, provides LEGACY with written consent to such request. It is understood and agreed that the Program Grant paid pursuant to this Agreement shall come from currently available general revenues of the City and not directly from Sales Tax Revenues. LEGACY understands and agrees that any revenues of the City other than those dedicated for payment of a given Grant pursuant to this Agreement may be used by the City for any lawful purpose that the City deems necessary in the carrying out of its business as a home rule municipality and will not serve as the basis for calculating the amount of any future Program Grant or other obligation to LEGACY.

6. DEFAULT, TERMINATION AND FAILURE BY LEGACY TO MEET VARIOUS DEADLINES AND COMMITMENTS.

6.1. Failure to Complete Required Improvements.

If LEGACY fails to expend by the Completion Date at least Two Hundred Fifty Thousand Dollars ($250,000.00) in Construction Costs for the Required Improvements, or if the Completion Date does not occur by the Completion Deadline, the City shall have the right to terminate this Agreement by providing written notice to LEGACY without further obligation to LEGACY hereunder.

6.3. Failure to Pay City Taxes.

An event of default shall occur under this Agreement if any legally-imposed City taxes owed on the Land by LEGACY or an Affiliate or arising on account of LEGACY's or an Affiliate's operations on the Land become delinquent and LEGACY or the Affiliate does not either pay such taxes or follow the legal procedures for protest and/or contest of any such taxes. In this event, the City shall notify LEGACY in writing and LEGACY shall have sixty (60) calendar days to cure such default. If the default has not been fully cured by such time, the City shall have the right to terminate this Agreement immediately by providing written notice to LEGACY and shall have all other rights and remedies that may be available to it under the law or in equity.

6.4. Violations of City Code, State or Federal Law.

An event of default shall occur under this Agreement if any written citation is issued to LEGACY or an Affiliate due to the occurrence of a violation of a material provision of the City Code on the Land or on or within any improvements thereon (including, without limitation, any violation of the City's Building or Fire Codes and any other City Code violations related to the environmental condition of the Land; the environmental condition other land or waters which is attributable to operations on the Land; or to matters concerning the public health, safety or welfare) and such citation is not paid or the recipient of such citation does not properly follow the legal procedures for protest and/or contest of any such citation. An event of default shall occur under this Agreement if the City is notified by a governmental agency or unit with appropriate jurisdiction that LEGACY or an Affiliate, or any successor in interest thereto, any third party with access to the Land pursuant to the express or implied permission of LEGACY or an Affiliate, or any a successor in interest thereto, or the City (on account of the Required Improvements or the act or omission of any party other than the City on or after the effective date of this Agreement) is in violation of any material state or federal law, rule or regulation on account of the Land, improvements on the Land or any operations thereon (including, without limitation, any violations related to the environmental condition of the Land; the environmental condition other land or waters which is attributable to operations on the Land; or to matters concerning the public health, safety or welfare). Upon

the occurrence of such default, the City shall notify LEGACY in writing and LEGACY shall have (i) thirty (30) calendar days to cure such default or (ii) if LEGACY has diligently pursued cure of the default but such default is not reasonably curable within thirty (30) calendar days, then such amount of time that the City reasonably agrees is necessary to cure such default. If the default has not been fully cured by such time, the City shall have the right to terminate this Agreement immediately by providing written notice to LEGACY and shall have all other rights and remedies that may be available to under the law or in equity.

6.5. Knowing Employment of Undocumented Workers.

LEGACY acknowledges that effective September 1, 2007, the City is required to comply with Chapter 2264 of the Texas Government Code, enacted by House Bill 1196 (80th Texas Legislature), which relates to restrictions on the use of certain public subsidies. ***LEGACY hereby certifies that LEGACY, and any branches, divisions, or departments of LEGACY, does not and will not knowingly employ an undocumented worker, as that term is defined by Section 2264.001(4) of the Texas Government Code. In the event that LEGACY, or any branch, division, or department of LEGACY, is convicted of a violation under 8 U.S.C. Section 1324a(f) (relating to federal criminal penalties and injunctions for a pattern or practice of employing unauthorized aliens):***

- ***if such conviction occurs during the Term of this Agreement, this Agreement shall terminate contemporaneously upon such conviction (subject to any appellate rights that may lawfully be available to and exercised by LEGACY) and LEGACY shall repay, within one hundred twenty (120) calendar days following receipt of written demand from the City, the aggregate amount of the Program Grants received by LEGACY hereunder, if any, plus Simple Interest at a rate of four percent (4%) per annum; or***

- ***if such conviction occurs after expiration or termination of this Agreement, subject to any appellate rights that may lawfully be available to and exercised by LEGACY, LEGACY shall repay, within one hundred twenty (120) calendar days following receipt of written demand from the City, the aggregate amount of the Program Grants received by LEGACY hereunder, if any, plus Simple Interest at a rate of four percent (4%) per annum.***

For the purposes of Section 6.5, **"Simple Interest"** is defined as a rate of interest applied to the aggregate amount of the Program Grants. This Section 6.5 does not apply to convictions of any subsidiary or affiliate entity of LEGACY, by any franchisees of LEGACY, or by a person or entity with whom LEGACY contracts. Notwithstanding anything to the contrary herein, this Section 6.5 shall survive the expiration or termination of this Agreement.

6.6. Failure to Submit Reports.

Without limiting the application of Section 6.7, if LEGACY fails to submit any report required by and in accordance with Section 4.2, the City's obligation to pay any Program Grants at the time, if any, shall be suspended until LEGACY has provided all required reports.

6.7. General Breach.

Unless stated elsewhere in this Agreement, LEGACY shall be in default under this Agreement if LEGACY breaches any term or condition of this Agreement. In the event that such breach remains uncured after thirty (30) calendar days following receipt of written notice from the City referencing this Agreement (or, if LEGACY has diligently and continuously attempted to cure following receipt of such written notice but reasonably requires more than thirty (30) calendar days to cure, then such additional amount of time as is reasonably necessary to effect cure, as determined by both parties mutually and in good faith), the City shall have the right to terminate this Agreement immediately by providing written notice to LEGACY.

7. NO INDEPENDENT CONTRACTOR OR AGENCY RELATIONSHIP.

It is expressly understood and agreed that LEGACY shall not operate as an independent contractor or as an agent, representative or employee of the City. LEGACY shall have the exclusive right to control all details and day-to-day operations relative to the Required Improvements, Land and any improvements thereon and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees and invitees. LEGACY acknowledges that the doctrine of *respondeat superior* will not apply as between the City and LEGACY, its officers, agents, servants, employees, contractors, subcontractors, licensees, and invitees. LEGACY further agrees that nothing in this Agreement will be construed as the creation of a partnership or joint enterprise between the City and LEGACY.

8. INDEMNIFICATION.

LEGACY, AT NO COST TO THE CITY, AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS SERVANTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO LEGACY's BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO, ARISE OUT OF OR BE OCCASIONED BY (i) LEGACY's BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT; OR (ii) ANY ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF LEGACY, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS

(OTHER THAN THE CITY, OR ITS EMPLOYEES, OFFICERS, AGENTS, ASSOCIATES, CONTRACTORS OR SUBCONTRACTS), OR SUBCONTRACTORS DUE OR RELATED TO OR ARISING FROM THE REQUIRED IMPROVEMENTS AND ANY OPERATIONS AND ACTIVITIES ON THE LAND OR OTHERWISE TO THE PERFORMANCE OF THIS AGREEMENT.

9. NOTICES.

All written notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid, or by hand delivery:

City:

City of Bedford
Attn: City Manager
2000 Forest Ridge Dr.
Bedford, Texas 76021

LEGACY:

LEGACY

With Copies to (which shall not constitute notice):

Boyle & Lowry, L.L.P.
Attn: L. Stanton Lowry
4201 Wingren Dr., Suite 108
Irving, Texas 75062

10. ASSIGNMENT AND SUCCESSORS.

LEGACY may at any time assign, transfer or otherwise convey any of its rights or obligations under this Agreement to an Affiliate without the approval of the City so long as LEGACY, the Affiliate and the City first execute an agreement under which the Affiliate agrees to assume and be bound by all covenants and obligations of LEGACY under this Agreement. LEGACY may also assign its rights and obligations under this agreement to a financial institution or other lender for purposes of granting a security interest in the Required Improvements and/or Land, provided that such financial institution or other lender first executes a written agreement with the City governing the rights and obligations of the City, LEGACY and the financial institution or other lender with respect to such security interest. Otherwise, LEGACY may not assign, transfer or otherwise convey any of its rights or obligations under this Agreement to any other person or entity without the prior consent of the City Council, which consent shall not be unreasonably withheld, conditioned on (i) the prior approval of the assignee or successor and a finding by the City Council that the proposed assignee or successor is financially capable of meeting the terms and conditions of this Agreement and (ii) prior execution by the proposed assignee or successor of a written agreement with the City under which the

proposed assignee or successor agrees to assume and be bound by all covenants and obligations of LEGACY under this Agreement. Any attempted assignment without the City Council's prior consent shall constitute a breach and be grounds for termination of this Agreement and following receipt of written notice from the City to LEGACY. Any lawful assignee or successor in interest of LEGACY of all rights under this Agreement shall be deemed "LEGACY" for all purposes under this Agreement.

11. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS.

This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations, including, but not limited to, all provisions of the City's Charter, codes, and ordinances, as amended.

12. GOVERNMENTAL POWERS.

It is understood that by execution of this Agreement, the City does not waive or surrender any of it governmental powers or immunities that are outside of the terms, obligations, and conditions of this Agreement.

13. NO WAIVER.

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

14. VENUE AND JURISDICTION.

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. This Agreement shall be construed in accordance with the laws of the State of Texas.

15. NO THIRD PARTY RIGHTS.

The provisions and conditions of this Agreement are solely for the benefit of the City and LEGACY, and any lawful assign or successor of LEGACY, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

16. FORCE MAJEURE.

It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, or other circumstances which are reasonably beyond the

control or knowledge of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such requirement shall be extended for a period of time equal to the period such party was delayed. Notwithstanding anything to the contrary herein, it is specifically understood and agreed that LEGACY' failure to obtain adequate financing to complete the Required Improvements by the Completion Deadline shall not be deemed to be an event of force majeure and that this Section 16 shall not operate to extend the Completion Deadline in such an event.

17. INTERPRETATION.

In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement.

18. SEVERABILITY CLAUSE.

It is hereby declared to be the intention of the Parties that sections, paragraphs, clauses and phrases of this Agreement are severable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared unconstitutional or illegal by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Agreement since the same would have been executed by the Parties without the incorporation in this Agreement of any such unconstitutional phrase, clause, sentence, paragraph or section. It is the intent of the Parties to provide the economic incentives contained in this Agreement by all lawful means.

19. CAPTIONS.

Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

20. ENTIRETY OF AGREEMENT.

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and LEGACY, and any lawful assign and successor of LEGACY, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement. Notwithstanding anything to the contrary herein, this Agreement shall not be amended unless executed in writing by both parties and approved by the City Council of the City in an open meeting held in accordance with Chapter 551 of the Texas Government Code.

21. COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

EXECUTED as of the last date indicated below:

CITY OF BEDFORD:	**LEGACY ALLIANCE HOLDINGS LLC**
By:_____ Beverly Griffith	By:_____
Date:_____	Date:_____

APPROVED AS TO FORM AND LEGALITY:

By: _____
L. Stanton Lowry
City Attorney

EXHIBITS

"A" – City of Bedford Resolution No.
"B" – City of Bedford Resolution No.
"C" – Landscape Improvement Exhibit

AGENDA

Council Agenda Background

PRESENTER: Roger Gibson, Police Chief **DATE:** 07/24/12

Council Mission Area: Provide a safe and friendly community environment.

ITEM:

Consider a resolution authorizing the City Manager to enter into a contract with the Hurst-Euless-Bedford Independent School District to provide two School Resource Officers for school year 2012/13, in the amount of $142,178, paid for by the District.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

Since 1993, the Police Department has been providing the Hurst-Euless-Bedford Independent School District (District) with two School Resource Officers to provide an on-site police presence at both Harwood and Bedford Junior High Schools.

Officers assigned to the two junior high schools provide law enforcement duties to include patrolling the assigned campus, completing police and school reports/forms, dealing with juvenile laws, student relations, and providing security to the campus and certain school functions/activities as determined by the school principal.

For these services, the District agrees to pay the City of Bedford the salary and benefit costs for the two officers. For School Year 2012/13, the District agrees to reimburse the City of Bedford $71,089 per officer, for a total of $142,178. Included in this year's funding is a 2% increase over last year for each officer.

The contract goes into effect on August 15, 2012. Due to the approaching contract date, the District and the Bedford City Council will be considering the contract for approval on the same night. Should any changes be made to the final contract, an addendum will be brought to Council for approval at the August 14, 2012 meeting.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with the Hurst-Euless-Bedford Independent School District to provide two School Resource Officers for school year 2012/13, in the amount of $142,178, paid for by the District.

FISCAL IMPACT:

There is a cost to the City of approximately $35 per year to have the School District as an additional insured per contract guidelines.

ATTACHMENTS:

Resolution
School Resource Officer Draft Contract

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE HURST-EULESS-BEDFORD INDEPENDENT SCHOOL DISTRICT TO PROVIDE TWO SCHOOL RESOURCE OFFICERS FOR SCHOOL YEAR 2012/13, IN THE AMOUNT OF $142,178, PAID FOR BY THE DISTRICT.

WHEREAS, the City Council of Bedford, Texas determines the necessity to partner with the Hurst-Euless-Bedford Independent School District to provide campus security to the two junior high schools located within the City; and,

WHEREAS, the City Council of Bedford, Texas determines that the salary and benefits for the two officers shall be provided by the Hurst-Euless-Bedford Independent School District.

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

SECTION 1. **That the City Manager is hereby authorized to enter into a contract with the Hurst-Euless-Bedford Independent School District to provide two School Resource Officers for school year 2012/13, in the amount of $142,178, paid for by the District.**

PASSED AND APPROVED this 24th day of July 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

COMMUNIQUE

AGENDA

DRAFT

SCHOOL RESOURCE OFFICER CONTRACT

City of Bedford, Texas / Hurst-Euless-Bedford Independent School District

This contract is made by and between the Hurst-Euless-Bedford Independent School District, herein, "District," and the City of Bedford, herein "City," for the purpose of establishing the terms under which City shall provide District with School Resource Officers and the compensation which shall be paid City by District thereof.

WITNESSETH

For and in consideration for the mutual undertakings herein set forth, City and District agree as follows:

A. Assignment and Selection of School Resource Officers

1. City agrees to assign one police officer to serve as the School Resource Officer at Bedford Junior High School and one police officer to serve as the School Resource Officer at Harwood Junior High School.

2. The School Resource Officers shall have the school to which they are assigned as their primary duty and will not regularly be assigned additional police duties. City reserves the right, however, to reassign these officers temporarily in the event of an emergency and for training.

B. Job Responsibilities of School Resource Officers

1. The primary function of the School Resource Officer shall be to insure the safety of students and faculty and provide campus security. Specifically, the School Resource Officers shall assist in limiting access to the school grounds to authorized persons, provide police protection of school property, personnel and students, investigate criminal acts on school grounds, assist with enforcement of compulsory student attendance laws, and serve as liaison between the school, the police department, juvenile officials, probation officials, courts, and other agencies of the juvenile justice system.

2. The Principal will be the authority regarding all school issues. The School Resource Officer will be the authority on all law enforcement issues. The School Resource Officers will communicate with the Principal regarding all law enforcement incidents on the campus or at school related activities, and the Principal shall be involved in the decision making process in custodial arrests. The School Resource Officers area solely responsible to the Chief, but shall work directly and in cooperation with the Principal of the school to which they are assigned.

3. The School Resource Officers will attend professional development training as required by the Police Department, the District, and School Resource Officer training.

4. The School Resource Officers shall, as time permits, be available as resource persons to teach, lead a discussion, or offer information on topics on which the officers have special competence due to their law enforcement training. The School Resource Officers shall also attempt to identify and counter deviant behavior, such as gang activity, through information and other assistance to young people.

5. The School Resource Officers shall make themselves visible in a public relations role in order to provide a highly visible crime deterrent on school property in order to effectively promote security and order in the schools.

6. The School Resource Officers shall also attempt to provide guidance and direction for students, parents, and staff when appropriate; to work with school administration to resolve school-police problems; and to work with parents of troubled students.

7. The Principal of the school to which an officer is assigned and the Chief are authorized to establish and modify, as needed, rules and regulations concerning the School Resource Officers' duties and schedule so long as they both agree on such changes.

C. Hours of Work

1. Unless otherwise directed by the Principal, City shall assign officers to work during the 178 instructional days of the school year, Monday through Friday, eight hours a day, with Saturday and Sunday off. Each Principal shall be responsible for determining a consistent eight-hour schedule per day for the School Resource Officer assigned to that Principal's campus (1,424 hours).

2. In addition to the regular eight-hour day, the School Resource Officers will work 192 hours at the discretion of the Principal. Each Principal will compensate the School Resource Officers for any hours worked beyond the regular eight-hour days plus the additional 192 hours.

3. The School Resource Officers will not work on District professional development days, during summer school, or during student holidays. The School Resource Officers will not routinely work during the summer vacation. If the School Resource Officers are utilized during summer school, District will provide additional compensation to the School Resource Officers.

D. Consideration

1. District agrees to pay the City $71,089.00 per officer assigned to the program. The total amount will be divided into four equal installments, and will be billed by the City, to be due on or before September 1, December 1, March 1, and June 1 of the contract year.

2. City shall provide law enforcement training and certification, a vehicle, and police equipment, including communication equipment necessary to allow the officer to communicate with the police department and other officers. District shall provide any radio equipment necessary to allow the officer to communicate with school staff, if desired by the district.

E. Term

1. This contract shall be effective August 15, 2012, and shall expire July 31, 2013. Either City or District may cancel this contract by giving the other party thirty (30) days written notice of cancellation. If this contract is terminated prior to the end of the contract year, District shall be entitled to a pro-rate reimbursement of unused funds paid by the district.

F. Indemnification

1. The City waives, releases, indemnifies, and holds harmless, to the extent authorized by the law, the District from any and all claims, damages, injuries, causes of action, or lawsuits arising out of the acts, or failures to act, of the School Resource Officers, whether such acts or failures to act occurred on or off District property.

2. The City will furnish the District an Insurance Certificate with a "Waiver of Subrogation" for General Liability, Automobile Liability, Law Enforcement Liability and Workers Compensation in favor of Hurst-Euless-Bedford ISD, its officers, employees, elected officials, representatives or agents. Also include "Additional Insured" coverage for General Liability, Automobile Liability and Law Enforcement Liability in favor of Hurst-

Euless-Bedford ISD its officers, employees, elected officials, representatives or agents. The Certificate will be furnished to the District before the effective date of this contract.

G. Miscellaneous

1. This Contract supersedes all prior agreements and representations concerning the School Resource Officers, and constitutes the complete agreement between the parties.

2. City and District agree that no promise or agreement which is not herein expressed has been made to either party and that neither party is relying upon any statement or representation other than the terms stated in this Contract.

3. No amendments to the Contract shall be binding unless reduced to writing and signed by both parties.

4. This Contract is fully performable in Tarrant County, Texas. Venue for any claim under this Contract shall be in Tarrant County, Texas.

AGREED TO:

HURST-EULESS-BEDFORD
INDEPENDENT SCHOOL DISTRICT

By: _____
FAYE BEAULIEU, Ph.D PRESIDENT
BOARD OF TRUSTEES

ATTEST:

_____
KAY MILLER
SECRETARY
BOARD OF TRUSTEES

AGREED TO:

CITY OF BEDFORD

By: _____
BEVERLY GRIFFITH
CITY MANAGER

ATTEST:

_____
MICHAEL WELLS
CITY SECRETARY

AGENDA

Council Agenda Background

PRESENTER: Jill McAdams, HR Director
Lisa Mizell, Principal, Benefits Seminar Plus

DATE: 07/24/12

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

ITEM:

Consider a resolution authorizing the City Manager to enter into a contractual agreement for employee health, life and long term disability insurance benefits with CIGNA.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The City's contracts for employee health insurance and life and long term disability (L&LTD) insurance (with CIGNA and Hartford respectively) expire on September 30, 2012. As a result the City, through their benefits consultants, Benefits Seminar Plus went out to bid for these insurance products. Bids were received in May 2012. Bidding organizations were asked to provide a bid for a minimum of a 12-month contract period with an expiration date of September 30, 2013.

The City of Bedford contracted (for the sixth consecutive year) with CIGNA Healthcare in October of 2011. This contract was for 12 months. Staff began the insurance renewal process in March 2012. During the 2012 bidding process, a total of six health insurance carriers were contacted. Of the six, three provided bids, including CIGNA, our current carrier. The CIGNA bid included a $12,000 stipend for the employee wellness program. Blue Cross Blue Shield (BCBS) and United Health Care were the other two carriers providing a quote. Aetna, CoreSource and Texas Municipal League (TML) declined to bid because current high and on-going medical claims did not make their bids competitive.

The CIGNA renewal bid originally started at 15% over our current rate; however, since CIGNA bid on the L&LTD insurance, they offered a 1% decrease in the health insurance premiums if the City elected to move the L&LTD to CIGNA. CIGNA then decreased the renewal by an additional 1% because of our active employee wellness program. This brought the premium increase to 13% or $194,700. The next closest bid was BCBS which was 33%, or $513,491, over the current premium. This was not a competitive alternative. The United Health Care bid was 46% over the current premium and therefore was also not a competitive alternative. This renewal contains the first substantial health insurance increase for the City in four years. The attached spreadsheet (titled "City of Bedford Health Insurance Comparison 2012") details the CIGNA renewal and BCBS premium bids.

The City's contract with Harford for employee life and disability insurances also expires on September 30, 2012. Bids were also received in May 2012. Bidding organizations were asked to provide a bid for a minimum of a 12-month contract period with an expiration date of September 30, 2013.

During the L&LTD bidding process, a total of twenty-one (21) life and disability insurance carriers were contacted. Of the 21, eight provided bids of those, three were competitive bids, including Hartford, Cigna and Lincoln Financial. The remaining carriers declined to bid because either they were not competitive with the current rates provided by Hartford (due to high utilization of benefits) or our public safety employee to non-public safety employee ratio did not make it conducive for the companies to bid. The attached spreadsheet (titled "2012 Life and Disability Comparison for City of Bedford") details the three competitive bids received.

Transitioning L&LTD back to CIGNA (the City contracted with CIGNA for L&LTD from 2007-2009) provides overall comparable base benefit coverage for employees while reducing the overall L&LTD premiums for the City (the reduction is $13,960.38 less than the current annual premium) and providing an additional 1% cost savings on the health insurance premiums.

There is one (1) difference between the current L&LTD benefit plan design with Harford and the CIGNA plan design. The difference is the accelerated death benefit. Under the current Hartford, plan employees can access 75% of their life insurance benefit up to $150,000 if qualified. Under the CIGNA plan, that amount is 50% of the life insurance benefit up to $100,000. It should be noted that no one has ever taken advantage of this option in the past; therefore, staff does not believe that this will be a major impact to employees. Additionally, CIGNA is offering a 36 month rate guarantee, meaning that they will hold these rates for the City for a total of three fiscal years.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into contractual agreements for employee health, life and long term disability insurance benefits with CIGNA.

FISCAL IMPACT:

The proposed budget for FY 2012/2013 will include funding for health, life and long term disability insurance.

ATTACHMENTS:

Resolution
"City of Bedford Health Insurance Comparison 2012" spreadsheet
"2012 Life and Disability Comparison for City of Bedford" spreadsheet

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACTUAL AGREEMENTS FOR EMPLOYEE HEALTH, LIFE AND LONG TERM DISABILITY INSURANCE BENEFITS WITH CIGNA.

WHEREAS, the City of Bedford provides medical, life and long term disability insurance benefits for all eligible employees; and,

WHEREAS, the current contracts for medical, life and long term disability insurance benefits will expire on September 30, 2012; and,

WHEREAS, the City of Bedford has received bids for medical, life and long term disability insurance benefits and has evaluated all options; and,

WHEREAS, the City of Bedford has determined that CIGNA should provide the City's employee medical, life and long term disability insurances.

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

SECTION 1. **That the City Council does hereby authorize the City Manager to enter into a contractual agreement with CIGNA for provision of employee health insurance benefits for the period of October 1, 2012 to September 30, 2013.**

SECTION 2. **That the City Council does hereby authorize the City Manager to enter into a contractual agreement with CIGNA for provision of employee life and disability insurance benefits for the period of October 1, 2012 to September 30, 2013.**

PASSED AND APPROVED this 24th day of July 2012, by a vote of _ ayes, _ nays and _ abstentions, at a regular meeting of the City Council of the City of Bedford.

_____
Jim Griffin, Mayor

ATTEST:

_____
Michael Wells, City Secretary

APPROVED AS TO FORM:

_____
Stan Lowry, City Attorney

COMMUNIQUE

AGENDA

City of Bedford Health Insurance Comparison 2012

	A	B	C	D	E	F	G	H	I	N	O
1		CIGNA Current		CIGNA Renewal		CIGNA Renewal With Life and LTD		CIGNA Revised Renewal With Life and LTD		BlueCross Blue Shield	
2		Base	Buy Up	Base	Buy Up	Base	Buy Up	Base	Buy Up	Base	Buy Up
3	Plan Type	H S A	H S A	H S A	H S A	H S A	H S A	H S A	H S A	H S A	H S A
4	Maximum Benefit	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
5	Family Collective Deductible	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6	Deductible (In Net/Out of Net)	$2,500/5,000	$1,500/3,000	$2,500/5,000	$1,500/3,000	$2,500/5,000	$1,500/3,000	$2,500/5,000	$1,500/3,000	$2,500/5,000	$1,500/3,000
7	Family Deductible	$5,000/10,000	$3,000/6,000	$5,000/10,000	$3,000/6,000	$5,000/10,000	$3,000/6,000	$5,000/10,000	$3,000/6,000	$5,000/10,000	$3,000/6,000
8	Out of Pocket (Not including ded.)	$2,500/10,000	$2,000/9,000	$2,500/10,000	$2,000/9,000	$2,500/10,000	$2,000/9,000	$2,500/10,000	$2,000/9,000	$2,500/10,000	$2,000/9,000
9	Family Out of Pocket	$5,000/20,000	$4,000/18,000	$5,000/20,000	$4,000/18,000	$5,000/20,000	$4,000/18,000	$5,000/20,000	$4,000/18,000	$5,000/20,000	$4,000/18,000
10	Coinsurance	80%/50%	80%/50%	80/60%	80/60%	80/60%	80/60%	80/60%	80/60%	80%/50%	80%/50%
11	Office Visit Co-pay	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
17	Emergency Room Co-pay	SAAOI	SAAOI	SAAOI	SAAOI	SAAOI	SAAOI	SAAOI	SAAOI	SAAOI	SAAOI
18	Prescription Drugs:	Enhanced Step Therapy	Enhanced Step Therapy	Enhanced Step Therapy	Enhanced Step Therapy	Enhanced Step Therapy	Enhanced Step Therapy	Enhanced Step Therapy	Enhanced Step Therapy		
19	Generic	30%	30%	30%	30%	30%	30%	30%	30%	20%	20%
20	Generic Preventatives at 0%	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
21	Name brand	40%	40%	40%	40%	40%	40%	40%	40%	20%	20%
22	Non-formulary	50%	50%	50%	50%	50%	50%	50%	50%	20%	20%
23	Mail order	3X	3X	3X	3X	3X	3X	3X	3X	3X	3X
24	Preventive Health Care	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
25	Network	Cigna OAP	Cigna OAP	Cigna OAP	Cigna OAP	Cigna OAP	Cigna OAP	Cigna OAP	Cigna OAP	Blue Choice	Blue Choice
26	Website	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
27	**MONTHLY Premium Base/Buy Up**										
28	Employee 140 / 20	$330.67	$375.41	$372.64	$423.06	$369.33	$419.30	$366.03	$415.55	$423.92	$481.28
29	Employee + Spouse 20 / 4	$674.56	$765.85	$760.18	$863.05	$753.42	$855.38	$746.69	$847.74	$864.79	$981.82
30	Employee + Child(ren) 42 / 1	$641.48	$728.30	$722.90	$820.74	$716.47	$813.44	$710.07	$806.17	$822.38	$933.68
31	Employee + Family 49 / 1	$1,071.34	$1,216.34	$1,207.32	$1,370.72	$1,196.58	$1,358.53	$1,185.89	$1,346.40	$1,373.46	$1,559.35
32	Separate Pricing for Retirees	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
33	**Total Annual**	**$1,820,869**		**$2,051,982**		**$2,033,739**		**$2,015,569**		**$2,334,360**	
34	Minus Current Ee Contributions	**$268,435**		**$268,435**		**$268,435**		**$268,435**		**$268,435**	
35	City Paid Portion	**$1,552,434**		**$1,783,548**		**$1,765,304**		**$1,747,134**		**$2,065,925**	
36	Total Increase to the City			***$231,114***		***$212,870***		***$194,700***		***$513,491***	
37				***15%***		***14%***		***13%***		***33%***	

2012 Life and Disability Comparison for City of Bedford

	A	B	C	D	F	G
1	**Provider**	**Hartford Current**	**Hartford Renewal**	**CIGNA**	**CIGNA With Medical**	**Lincoln Financial**
2	**A.M. Best Rating**	A	A	A	A	A+
3	**Age Reductions**	65% at 65, 45% at 70	65% at 65, 45% at 70	65% at 65, 45% at 75	65% at 65, 45% at 75	65% at 65, 45% at 70
4		30% at 75, 20% at 80	30% at 75, 20% at 80	30% at 80	30% at 80	30% at 75, 20% at 80
5	**Premium Waiver**	270 day elim	270 day elim	270 day elim	270 day elim	**180 day elim**
6		Under age 60	Under age 60	Under age 60	Under age 60	**Under age 65**
7	**Accelerated Benefit**	75% to 150K	75% to 150K	**50% to 100K**	**50% to 100K**	**75% to 250K**
8	**Line of Duty**	Not available	Not available	Not available	Not available	Not Available
9	**Premium:**					
10	**Basic Life**	2X salary to 150K	2X salary to 150K	2X salary to 150K	2X salary to 150K	2X salary to 150K
11	**Basic Life (per $1K)**	$0.100	$0.145	$0.090	$0.080	$0.080
12	**Basic AD&D (per $1K)**	$0.020	$0.030	$0.020	$0.020	$0.030
13	**Dependent Option 1 (20/10K)**	$4.30	$4.30	$4.30	$4.30	$4.30
14	**Dependent Option 2 (10/5K)**	$2.15	$2.15	$2.15	$2.15	$2.15
15	**Volume (2X salary max 150K)**	$31,246,000	$31,246,000	$31,246,000	$31,246,000	$31,246,000
16	**Total Annual Premium:**	$44,994	$65,617	$41,245	$37,495	$41,245
17	**Rate Guarantee**	To 10/1/12	24 months	**36 months**	**36 months**	**36 months**
18	**Voluntary Life w/AD&D:**					
19	**Maximum Employee**	<5X salary to 500K	<5X salary to 500K	<5X salary to 500K	<5X salary to 500K	<5X salary to 500K
20						**$50K over 70**
21	**Maximum Spouse**	50% of ee to 100K	50% of ee to 100K	50% of ee to 100K	50% of ee to 100K	50% of ee to 150K
22	**Maximum Spouse Age**					**If ee age 70, cov ends**
23	**Employee Guar. Issue**	150K	150K	150K	150K	150K
24	**Spouse Guar. Issue**	50K	50K	50K	50K	50K
25	**Child Guar. Issue / Max**	10K	10K	10K	10K	10K
26	**Open Enrollment**	No change	No change	No change	No change	**2 incr ee + sp**
27	**Rates per 1000:**	w/ AD&D	w/ AD&D	w/ AD&D	w/ AD&D	w/AD&D
28	**00-30**	0.108	0.108	0.100	0.100	0.100
29	**30-34**	0.117	0.117	0.109	0.109	0.109
30	**35-39**	0.136	0.136	0.128	0.128	0.128
31	**40-44**	0.191	0.191	0.183	0.183	0.183
32	**45-49**	0.301	0.301	0.293	0.293	0.293
33	**50-54**	0.475	0.475	0.467	0.467	0.467
34	**55-59**	0.722	0.722	0.714	0.714	0.714
35	**60-64**	1.106	1.106	1.098	1.098	1.098
36	**65-69**	1.958	1.958	1.950	1.950	1.950
37	**70-74**	3.478 / NA	3.478 / NA	3.470 / NA	3.470 / NA	3.47
38	**75-79**	5.713 / NA	5.713 / NA	5.705 / NA	5.705 / NA	5.705
39	**80+**	11.537 / NA	11.537 / NA	5.683 / NA	5.683 / NA	5.705
40	**Child**	0.12	0.12	0.12	0.12	0.12
41	**LTD Benefit**	60% to 5K	60% to 5K	60% to 5K	60% to 5K	60% to 5K
42	**LTD Rate**	$0.22	$0.47	$0.20	$0.18	$0.21
43	**Annual LTD Volume**	$16,153,356	$16,153,356	$16,153,356	$16,153,356	$16,153,356
44	**Annual LTD Premium**	$35,537	$75,921	$32,307	$29,076	$33,922
45	**Total Life and LTD Premium**	$80,531.62	$141,537.37	$73,551.43	$66,571.24	$75,166.77
46	**Other Benefits**	Estate Guidance	Estate Guidance	Estate Guidance	Estate Guidance	Estate Guidance
47		Beneficiary Assist	Beneficiary Assist	Beneficiary Assist	Beneficiary Assist	Beneficiary Assist
48		Travel Assist	Travel Assist	Travel Assist	Travel Assist	Travel Assist
49		EAP	EAP	Identity Theft	Identity Theft	EAP

Benefit Seminars Plus
This information is proprietary and for cost illustrative purposes only.
Please refer to renewals and proposals for benefits, exclusions and limitations.

FINAL
7/18/2012

AGENDA

Council Agenda Background

PRESENTER: Jill McAdams, HR Director **DATE:** 07/24/12

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

ITEM:

Consider a resolution approving the City of Bedford's Section 125 Plan that allows employees to make contributions for insurance premiums and Health Savings Accounts (HSA) on a pre-tax basis as allowable under the Internal Revenue Service (IRS) Code Section 125.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

Employees have the option to pay for their insurance benefits and HSA contributions on a pre-tax basis under the IRS Code Section 125. By doing so, their premiums and contributions are made before taxes, thus eliminating taxation on those monetary contributions.

The IRS requires that the City of Bedford reinstate, on a yearly basis, the Premium Only Section 125 Plan ("Plan") adopted by the City on January 1, 1989. The Plan expires on September 30, 2012. Again, the purpose of the Plan is to allow employees of the City of Bedford to pay for insurance premiums and HSA contributions on a pre-tax basis.

The City of Bedford intends that the Plan qualify as a "cafeteria plan" under Section 125 of the IRS Code of 1986 as amended. A copy of the summary plan document is attached.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City to reinstate the Premium Only Section 125 Plan adopted by the City on January 1, 1989.

FISCAL IMPACT:

None

ATTACHMENTS:

Resolution
Summary Plan Document-Premium Only Section 125 Plan

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO REINSTATE THE PREMIUM ONLY SECTION 125 PLAN ADOPTED BY THE CITY OF BEDFORD ON JANUARY 1, 1989.

WHEREAS, the City of Bedford has previously determined on January 1, 1989 that it would be in the best interests of its employees to adopt a Section 125 Premium Only Plan allowing for pre-taxed medical benefit coverage and Health Savings Account (HSA) contributions; and,

WHEREAS, the current plan for this benefit will expire on September 30, 2012; and,

WHEREAS, the City will continue to allow employees to pay for their premiums and HSA contributions on a pre-tax basis.

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

SECTION 1. **That the City of Bedford reinstates its Section 125 Premium Only Plan all in accordance with the specifications outlined in the attached Summary Plan Document; and, be it known that this document was executed on January 1, 1989 and is to be reinstated October 1 of each year thereafter.**

SECTION 2. **That it be further resolved that the City of Bedford undertake all actions necessary to implement and administer said plan.**

SECTION 3. **That the undersigned hereby certifies that he/she is the custodian of books and records of the City of Bedford, TX, an entity duly formed pursuant to the laws of the State of Texas, and that the foregoing is a true resolution duly adopted, and that said meeting was held in accordance with state law and the bylaws of the City of Bedford.**

PASSED AND APPROVED this 24th day of July 2012, by a vote of _ ayes, _ nays and _ abstentions, at a regular meeting of the City Council of the City of Bedford.

_____
Jim Griffin, Mayor

ATTEST:

_____
Michael Wells, City Secretary

APPROVED AS TO FORM:

_____
Stan Lowry, City Attorney

COMMUNIQUE

AGENDA

The City of Bedford
Premium Only Section 125 Plan

Summary Plan Description

Effective January 1, 1989; Amended October 1, 2009

Plan Purpose……2

Who is Eligible?……2

How to Enroll……2

Election Changes……2

When you May Participate……6

Health Savings Account (HSA) Module……6

Flexible Spending Accounts (FSA) Module…… 7

FMLA Leave of Absence……7

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About Social Security Taxes……8

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Future of the Premium Only Account……9

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COBRA Continuation Coverage……9

WFTRA Revised definition of "Dependent"……10

ERISA Rights Statement……10

Administrative Facts

- Plan Sponsor and Administrator……11
- Plan Identification Numbers……11
- Service of Legal Process……11
- Classification and Funding……11
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As used in this Summary Plan Description (SDP), "Your" means an active employee as described under "who is Eligible"

Plan Purpose

The purpose of the City of Bedford Premium Only Plan ("Plan") is to allow you to purchase coverage for health care with pre-tax dollars through a special type of spending account.

The advantage of this special spending account is that you pay no federal taxes on the contributions you make. This means a higher take-home pay for you than if you purchased health coverage with after-tax dollars.

The following pages explain how the plan works.

Who is Eligible?

If you are an employee regularly scheduled to work 30 or more hours per week at the City of Bedford ("Employer"), or any affiliate of the Employer which adopts the Plan ("Participating Employer") then you are eligible to participate in the Plan.

How to Enroll

To enroll in the Plan, you must complete an election form; thereafter, in order to participate, you must re-enroll during the calendar month period preceding each Plan Year. If you are already a Plan Participant and you fail to complete an election form for the upcoming Plan Year then you will be deemed to have elected cash compensation to the extent permissible. If you are a newly Eligible Employee and fail to complete an election form then you will be deemed to have elected cash compensation to the extent permissible, (this means you have agreed to accept your pay after-taxes have been taken out, to pay for qualifying benefits). For the purpose of this Plan, "Plan Year" means the twelve month period commencing October 1 and ending on the subsequent September 30. Keep in mind that your choices are in effect for the entire Plan Year. Generally, you cannot change the elections you have made after the beginning of the Plan Year. However, there are certain limited situations when you can change your elections, see "Election Changes" in this Summary. If for any reason you become unable to make the required contributions for the Plan, your benefits will cease at that time. You will not be able to resume pre-tax payment of premiums until the new Plan Year.

Election Changes

You usually cannot change your election to participate in the Salary Reduction Plan or vary the salary reduction amounts that you have selected during the Plan Year (known as the irrevocability rule). Of course you can change your elections for benefits and salary reductions during the Open Enrollment Period, but that will apply only for the upcoming Plan Year. During the Plan Year, however, there are several important exceptions to the irrevocability rule, known as "Changes in Election Events." Participants can change their elections under the Salary Reduction Plan during a Plan Year if an event occurs that is a Change in Election Event and certain other conditions are met, as described below. For details, see the various Change in Election Events headings below for the specific type of Changes in Election Event: Leaves of absence, including FMLA leave; Changes in Status; Certain Judgments, Decrees and Orders; Medicare and Medicaid; Changes in Cost; and Changes in Coverage. In addition, the Plan Administrator can change certain elections on its own initiative. Note also that no changes can be made with respect to Medical Insurance Benefits if they are not permitted under the Medical Insurance Plan.

If any change in Election Event occurs, you must inform the Plan Administrator and complete a new Election Form/Salary Reduction Agreement within 30 days after the occurrence. If the change involves a loss of your Spouse's or Dependent eligibility for Medical Insurance Benefits, then the change will be deemed effective as of the date that eligibility is lost due to the occurrence of the Change in Election Event, even if you do not request it within 30 days.

1. **Leaves of Absence.** You may change an election under the Salary Reduction Plan upon FMLA and non-FMLA leaves.
2. **Change in Status.** If one or more of the following Changes in Status occur, you may revoke your old election and make a new election provided that both the revocation and new election are on account of and correspond with the Change in Status. Those occurrences that qualify as a Change in Status include the events described below, as well as any other events that the Plan Administrator, in its sole discretion and on a uniform and consistent basis, determines are permitted under IRS regulations:

- a change in your legal marital status (such as marriage, death of a Spouse, divorce, legal separation, or annulment). "Spouse" means the person who is legally married to you and is treated as a spouse under the Internal Revenue Code ("the Code");
- a change in the number of Dependents (such as the birth of a child, adoption or placement for adoption of a Dependent, or death of a Dependent). "Dependent" means your tax dependent under the code;
- any of the following events that change the employment status of you, your Spouse, or your Dependent and that affects benefits eligibility under a cafeteria plan (including this Salary Reduction Plan) or other employee benefit plan of you, your Spouse, or your Dependents. Such events include any of the following changes in employment status: termination or commencement of employment; a strike or lockout; a commencement of or return from an unpaid leave of absence; a change in worksite; switching from salaried to hourly-paid; union to non-union; or full-time to part-time (or vice versa); incurring a reduction or increase in hours of employment; or any other similar change that makes the individual become (or cease to be) eligible for a particular employee benefit;
- an event that causes your Dependent to satisfy or cease to satisfy an eligibility requirement for a particular benefit (such as attaining a specific age, ceasing to be a student, or a similar circumstance).
- A change in your, your Spouse's or your Dependent's place of residence.

3. **Change in Status – Other Requirements.** If you wish to change your election based on a Change in Status, you much establish that the revocation is on account of and corresponds with the Change in Status. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, shall determine whether a requested change is on account of and corresponds with a Change in Status. As a general rule, a desired election change will be found to be consistent with a Change in Status event if the event affects coverage.

In addition, you must satisfy the following specific requirements in order to alter your election based on that Change in Status:

- *Loss of Spouse or Dependent Eligibility; Special COBRA Rules.* For accident and health benefits a special rule governs which types of election changes are consistent with the Changes in Status. For a Change in Status involving your divorce, annulment, or legal separation from your Spouse, the death of your Spouse or your Dependent, or your Dependent's ceasing to satisfy the eligibility requirements for coverage, you may elect only to cancel the accident or health benefits for the affected Spouse or Dependent. A change in election for any individual other than your

Spouse involved in the divorce, annulment, or legal separation, your deceased Spouse or Dependent, or your Dependent that ceased to satisfy the eligibility requirements would fail to correspond with the Change in Status.

However, if you, your Spouse, or your Dependent elects COBRA continuation coverage under the Employer's plan because you ceased to be eligible because of a reduction of hours or because your Dependent ceases to satisfy eligibility requirements for coverage, and if you remain a Participant under the terms of the Salary Reduction Plan, then you may in certain circumstances be able to increase your contributions to pay for such coverage.

- *Gain of Coverage Eligibility Under Another Employer's Plan.* For a Change in Status in which you, your Spouse, or your Dependent gains eligibility for coverage under another employer's cafeteria plan (or qualified benefit plan) as a result of change in your marital status or a change in your, your Spouse's, or your Dependent's employment status, your election to cease or decrease coverage for that individual under the Salary Reduction Plan would correspond with the Change in Status only if coverage for that individual becomes effective or is increased under the other employer's plan.

4. Special Enrollment Rights. In certain circumstances, enrollment for Medical Insurance Benefits may occur outside the Open Enrollment Period, as explained in materials provided to you separately describing the Medical Insurance Benefits. (The Employer's Special Enrollment Notice also contains important information about the special enrollment rights that you may have, a copy of which was previously furnished to you. Contact Human Resources if you need another copy.) When a special enrollment right explained in those separate documents applies to your Medical Insurance Benefits, you may change your election under the Salary Reduction Plan to correspond with the special enrollment right.

5. Certain Judgments, Decrees, and Orders. If a judgment, decree, or order from a divorce, separation, annulment or custody change requires your child (including a foster child who is your Dependent) to be covered under the Medical Insurance Benefits, you may change your election to provide coverage for the child. If the order requires that another individual (such as your former Spouse) cover the child, then you may change your election to revoke coverage for the child if such coverage is, in fact, provided for the child.

6. Medicare or Medicaid. If you, your Spouse, or your Dependent becomes entitled to (i.e., becomes enrolled in) Medicare or Medicare, then you may reduce or cancel that person's accident or health coverage under the Medical Insurance Plan. Similarly, if you, your Spouse, or your Dependent who has been entitled to Medicare or Medicaid loses eligibility for such coverage, then you may elect to commence or increase that person's accident or health coverage.

7. Change in Cost. If the cost charged to you for your Medical Insurance Benefits significantly increases during the Plan Year, then you may choose to do any of the following: (a) make a corresponding increase in your contributions; (b) revoke your election and receive coverage under another benefits package option (if any) that provides similar coverage, or elect similar coverage under the plan of your Spouse's employer; or (c) drop your coverage, but only if no other benefits package option provides similar coverage.

For insignificant increases or decreases in the cost of benefits, however, the Plan Administrator will automatically adjust your election contributions to reflect the minor change in cost. The Plan Administrator generally will notify you of increases in the cost of Medical Insurance benefits.

8. Change in Coverage. You may also change your election if one of the following events occurs:

- *Significant Curtailment of Coverage.* If your Medical Insurance Benefits coverage is significantly curtailed without a loss of coverage (for example, when there is an increase in the deductible under the Medical Insurance Benefits), then you may revoke your election for that coverage and elect coverage under another benefits package option that provides similar coverage. (Coverage under a plan is significantly curtailed only if there is an overall reduction of coverage under the plan generally – loss of one particular physician in a network does not constitute significant curtailment). If your Medical Insurance Benefits coverage is significantly curtailed with a loss of coverage (for example, if you lose all coverage under the option by reason of an overall lifetime or annual limitation), then you may either revoke your election and elect coverage under another benefits package option that provides similar coverage, elect similar coverage under the plan of your Spouse's employer, or drop coverage but only if there is no option available under the plan that provides similar coverage. (The Plan Administrator generally will notify you of significant curtailments in Medical Insurance Benefits coverage.)
- *Addition or significant Improvement of Salary Reduction Plan Option.* If the Salary Reduction Plan adds a new option or significantly improves an existing option, then the Plan Administrator may permit Participants who are enrolled in an option other than the new or improved option to elect the new or improved option. Also, the Plan Administrator may permit eligible Employees to elect the new or improved option on a prospective basis, subject to limitations imposed by the applicable option.
- *Loss of Other Group Health Coverage.* You may change your election to add group health coverage for you, your Spouse, or your Dependent, if any of you loses coverage under any group health coverage sponsored by a governmental or educational institution (for example, a state children's health insurance program or certain Indian tribal programs).
- *Change in Election Under Another Employer Plan.* You may make an election change that is on account of and corresponds with a change made under another employer plan (including a plan of the Employer or a plan of your Spouse's or Dependent's employer), so long as (a) the other cafeteria plan or qualified benefits plan permits its participants to make an election change permitted under the IRS regulations; or (b) the Salary Reduction Plan permits you to make an election for a period of coverage (for example, the Plan Year) that is different from the period of coverage under the other cafeteria plan or qualified benefits plan. For example, if an election to drop coverage is made by your Spouse during his or her employer's open enrollment, you may add coverage under the Salary Reduction Plan to replace the dropped coverage.

9. Modifications Required by the Plan Administrator. The Plan Administrator may modify your election(s) downward during the Plan Year if you are a key employee or highly compensated individual (as defined by the Code), if necessary to prevent the Salary Reduction Plan from becoming discriminatory within the meaning of the federal income tax law. Additionally, if a mistake is made as to your eligibility or participation, the allocations made to your account, or the amount of benefits to be paid to you or another person, then the Plan administrator shall, to the extent that it deems administratively possible and otherwise permissible under the Code and other applicable law, allocate, withhold, accelerate, or otherwise adjust such amounts as will in its judgment accord the credits to the account or distributions to which you are or such other person is properly entitled under the Salary Reduction Plan. Such action by the Plan Administrator may include withholding of any amounts due from your compensation.

When You May Participate

You are eligible to participate on the first day of the calendar month coinciding with or next following your completion of one day of active employment as an Eligible Employee. It is specifically the Participant's responsibility regarding insurance premium reimbursement not to request anything that could violate the terms of their insurance policy.

Health Savings Account (HSA) Module

An Eligible Employee can elect to participate in the HSA Module by electing to pay the HSA Contribution on a pre-tax Salary Reduction basis to the HSA established and maintained outside the Plan by a trustee/custodian to which the Employer can forward contributions to be deposited (this funding feature constitutes the HSA Benefits offered under this Plan). Such election can be increased, decreased or revoked prospectively at any time during the Plan Year, effective no later than the first day of the next calendar month following the date that the election change was filed.

The annual Contribution for your HSA Benefits is equal to the annual benefit amount elected by you (for example, if the maximum $5,950 annual benefit amount is elected, then the annual contribution amount is also $5,950). In no event shall the amount elected exceed the statutory maximum amount for HSA contributions applicable to the Participant's High Deductible Health Plan coverage option (i.e., single or family) for the calendar year in which the Contribution is made (See the IRS website for annual contribution limits).

An additional catch-up Contribution (See the IRS website for catch-up limit provisions) may be made for Employees who are age 55 or older. In addition, the maximum annual Contribution shall be reduced by any matching (or other) Employer Contribution made on the Participant's behalf other than pre-tax Salary Reduction made under the plan.

The Plan Year covers two calendar years which may result in the IRS guidelines for HSA contributions being modified mid-plan year. If this occurs the Employer will electronically communicate all changes in HSA contribution guidelines to Plan Participants.

The HSA is not an employer-sponsored employee benefit plan – it is an individual trust or custodial account separately established and maintained by a trustee/custodian outside the Plan. Consequently, the HSA trustee/custodian, not the Employer, will establish and maintain the HSA. The HSA trustee/custodian will be chosen by the Employer. The Plan Administrator will maintain records to keep track of HSA Contributions an Employee makes via pre-tax Salary Reductions, but it will not create a separate fund or otherwise segregate assets for this purpose. The Employer has no authority or control over the funds deposited in a HSA.

The tax treatment of the HSA (including contributions and distributions) is governed by Code § 223.

HSA Benefits under this Plan consist solely of the ability to make Contributions to the HSA on a pre-tax Salary Reduction basis. Terms and conditions of coverage and benefits will be provided by and are set forth in the HSA, not this Plan. The terms and conditions of each Participant's HSA trust or custodial account are described in the HSA trust or custodial agreement provided by the applicable trustee/custodian to each electing Participant and are not a part of this Plan.

The HSA is not an employer-sponsored employee benefits plan. It is a savings account that is established and maintained by an HSA Trustee/Custodian outside this Plan to be used primarily for reimbursement of "qualified eligible medical expenses" as set forth in Code § 223(d)(2). The Employer has no authority or control over the funds deposited in a HSA. Even though this Plan may allow pre-tax

Salary Reduction contributions to a HSA, the HSA is not intended to be an ERISA benefit plan sponsored or maintained by the Employer.

An election to make a Contribution to your HSA can be increased, decreased or revoked at any time during the year on a prospective basis. Such election changes shall be effective no later than the first day of the next calendar month following the date that the election change was filed. No Benefit Package Option election changes can occur as a result of a change in HSA election. See your Plan Administrator for more details.

Flexible Spending Account (FSA) Module

An Employee who works a minimum of 1560 hours per year can elect to participate in the FSA Module by electing to pay the FSA contribution on a pre-tax Salary Reduction basis to the FSA established and maintained outside the Plan by a trustee/custodian to which the Employer can forward contributions to be deposited (this funding feature constitutes the FSA Benefits offered under this Plan).

The maximum allowable annual Contribution for your (medical) FSA Benefits is $2000 and $5000 for your (dependent care) FSA. In no event shall the amount elected exceed maximum amounts listed above. All funds must be used by the end of the calendar year in which the plan is in effect, otherwise, funds are forfeited back to the employer.

The Employer will electronically communicate any changes to the maximum FSA contribution guidelines to Plan Participants.

The FSA is an employer-sponsored employee benefit plan in addition to an individual trust or custodial account separately established and maintained by a trustee/custodian outside the Plan. Consequently, the FSA trustee/custodian, not the Employer, will establish and maintain the FSA. The FSA trustee/custodian will be chosen by the Employer. The Plan Administrator will maintain records to keep track of FSA Contributions an Employee makes via pre-tax Salary Reductions, but it will not create a separate fund or otherwise segregate assets for this purpose. The Employer has no authority or control over the funds deposited in a FSA other than limiting the maximum allowable contributions as listed above.

The tax treatment of the FSA (including contributions and distributions) is governed by Code § 223.

FSA Benefits under this Plan consist solely of the ability to make Contributions to the FSA on a pre-tax Salary Reduction basis. Terms and conditions of coverage and benefits will be provided by and are set forth in the FSA, not this Plan. The terms and conditions of each Participant's FSA trust or custodial account are described in the FSA trust or custodial agreement provided by the applicable trustee/custodian to each electing Participant and are not a part of this Plan.

FMLA Leaves of Absence *(Applicable to groups of 50+ employees)*

If you go on a qualifying leave under the Family and Medical Leave Act of 1993 (FMLA), then to the extent required by the FMLA your Employer will continue to maintain your Medical Insurance Benefits on the same terms and conditions as if you were still active (that is, your Employer will continue to pay its share of the contributions to the extent that you opt to continue coverage). Your Employer may require you to continue all Medical Insurance Benefits coverage while you are on paid leave (so long as Participants on non-FMLA paid leave are required to continue coverage). If so, you will pay your share of the contributions by the method normally used during any paid leave (for example, on a pre-tax salary-reduction basis). If you are going on unpaid FMLA leave (or paid FMLA leave where coverage is not required to be continued) and you opt to continue your Medical Insurance Benefits, then you may

pay your share of the contributions in one of three ways: (a) with after-tax dollars while on leave; (b) with pre-tax dollars to the extent that you receive compensation during the leave, or by pre-paying all or a portion of your share of the contributions for the expected duration of the leave on a pre-tax salary reduction basis out of your pre-leave compensation, including unused sick days and vacation days (to pre-pay in advance, you must make a special election before such compensation normally would be available to you (but note that prepayments with pre-tax dollars may not be used to pay for coverage during the next Plan Year); or (c) by other arrangements agreed upon by you and the Plan Administrator (for example, the Plan Administrator may pay for coverage during the leave and withhold amounts from your compensation upon your return from leave).

If your Employer requires all Participants to continue Medical Insurance Benefits during the unpaid FMLA leave, then you may discontinue paying your share of the required contributions until you return from leave. Upon returning from leave, you must pay your share of any required contributions that you did not pay during the leave. Payment for your share will be withheld from your compensation either on a pre-tax or after-tax basis, depending on what you and the Plan Administrator agree to. If your Medical Insurance Benefits coverage ceases while you are on FMLA leave (e.g., for non-payment of required contributions), you will be permitted to re-enter such Benefits, as applicable, upon return from such leave on the same basis as when you were participating in the Plan before the leave or as otherwise required by the FMLA. You may be required to have coverage for such Benefits reinstated so long as coverage for Employees on non-FMLA leave is required to be reinstated upon return from leave. If that policy permits you to discontinue contributions while on leave, then upon returning from leave you will be required to repay the contributions not paid by you during leave. Payment will be withheld from your compensation either on a pre-tax or after-tax basis, as agreed to by the Plan Administrator and you or as the Plan Administrator otherwise deems appropriate.

Non-FMLA Leaves of Absence

If you go on an unpaid leave of absence that does not affect eligibility, then you will continue to participate and the contribution due from you (if not otherwise paid by your regular salary reductions) will be paid by pre-payment before going on leave, with after-tax contributions while on leave or with catch-up contributions after the leave ends, as determined by the Plan Administrator. If you go on an unpaid leave that does affect eligibility, then the Change in Status rules will apply (see Q-1).

About Social Security Taxes

Social Security taxes are not deducted from the amount you pay in premiums on a pre-tax basis. This could result in a small reduction in the Social Security benefit you receive at retirement. This is because Social Security benefits are based on what you earned while you were working, up to the Taxable Wage Base (TWB). If your salary is above the TWB, your Social Security benefit is not likely to be affected. If you are below the TWB, the benefit would be reduced. The tax advantages you gain through this Plan may offset any possible reduction in Social Security benefits.

About Income Taxes

If you cover dependent children under medical plan(s) sponsored by the City of Bedford and your family's adjusted income is $35,458 or less, you may be eligible to receive the Supplemental Earned Income Credit for Health Insurance Premiums (based on the tax code as of January 1, 2004). However, the amount of your contributions for health coverage, which are paid on a pre-tax basis, would reduce

the amount of this tax credit. You should, therefore, review whether it is more advantageous for you to take the full tax credit or to elect to have your medical and dental contributions paid on a pre-tax basis.

Future of the Premium Only Account

The Plan is based on the Employer's understanding of the current provisions of the Internal Revenue Code. The Employer reserves the right to amend or discontinue the Plan if regulations or changes in the tax law make it advisable to do so. If the Plan is amended or terminated, it will not affect any benefit to which you were entitled before the date of the amendment or termination. It is specifically the Participant's responsibility regarding insurance premium reimbursement not to request anything that could violate the terms of their insurance policy.

Insurance Contracts

Any moneys refunded to the Employer or a participating Employer, due to actuarial error in the rate calculation, will be the property of and retained by the Employer or the Participating Employer.

COBRA Continuation Coverage *(Generally applicable to groups of 20+ employees)*

If you terminate employment, under Federal law, you, your spouse, and/or your covered dependents lose coverage under this Plan. You, your spouse, and/or your covered dependents may be entitled to continuation of health care coverage. The Administrator will inform you of these rights if you lose coverage for any reason other than divorce, legal separation or a covered dependent ceasing to be a dependent. Generally, if we employed twenty (20) or more employees "on a typical business day" in the preceding calendar year, health plan continuation must be made available for a period not to exceed eighteen (18) months if a loss of benefits occurs because of your termination of employment or reduction of hours, or for a period not to exceed three (3) years for any of the other reasons given in (b) or (c) below. Under certain circumstances, persons who are disabled at the time of termination of employment or reduction of hours and/or within the first 60 days of COBRA coverage may be eligible for continuation of coverage for a total of 29 months (rather than 18). You should check with the Administrator for more details regarding this extended coverage. However, in certain circumstances, this continuation coverage may be terminated for reasons such as failure to pay continuation coverage cost, coverage under another employer's plan (whether as an employee or otherwise, provided the other employer's health plan does not contain any exclusion or limitation with respect to any pre-existing condition of the beneficiary unless the pre-existing condition limit does not apply to, or is satisfied by, the qualified beneficiary by reason of the group health plan portability, access and renewability requirements of the Health Insurance Portability and Accountability Act, ERISA or the Public Health Services Act), termination of our health plan, a "for cause" termination of coverage for reasons such as fraud, or you (or the person entitled to continued coverage) become enrolled in Medicare. However, if you become enrolled in Medicare, your covered dependents may still qualify for continuation coverage. The cost of continuation coverage must be paid by the individual choosing such coverage; however, the cost may not exceed 102% of the cost of the same coverage for a "similarly situated" employee or family member. When the continuation coverage for a disabled person is extended from 18 months to 29 months, the disabled person may be charged 150% (rather than 102%) of the cost of the coverage after expiration of the initial 18-month period.

(a) If you would otherwise lose your health plan coverage under this Plan because of a termination of employment or a reduction in hours, you may continue the health plan coverage provided under this plan. However, this will not be a tax-deductible expense to you, absent unusual circumstances.

(b) Your spouse may choose continuation of coverage for himself or herself if he or she loses group health coverage for any of the following reasons: (1) your death; (2) your divorce or legal separation; or (3) you become enrolled in Medicare.

(c) Your dependent children, including a child born to or placed for adoption with the Participant during the period of COBRA coverage, may choose continuation coverage for themselves if they lose group health coverage for any of the following reasons: (1) death of a parent; (2) your divorce or legal separation; (3) you become enrolled in Medicare; or (4) your dependent ceases to be a dependent child under this Plan.

It is your responsibility to notify the Plan Administrator of a divorce, legal separation or other change in marital status, change in a spouse's address, or a child losing dependent status under the plan, within sixty (60) days of the event. It is our responsibility to notify the Plan Administrator of your death, termination of employment or reduction in hours, the Employer's bankruptcy, or Medicare eligibility.

"Medicare" means the Health Insurance For the Aged and Disabled Act, Title XVIII of Public Law 89-97, Social Security, as amended.

Revised Definition of "Dependent" by WFTRA

The definition of "Dependents" has been revised under Section 152 of the Code by the Working Families Tax Relief Act of 2005, effective January 1, 2005. An individual is considered to be a dependent if he or she is a qualifying child or qualifying relative of the taxpayer.

The following four criteria must be met to be a qualifying child:

1. The individual has a specific family type relationship to the taxpayer
2. The individual does not provide more than half of his or her own support
3. The individual has the same place of residence as the taxpayer for more than half of the year
4. The individual does not turn age 19 (24 if a full time student), by the end of the Plan Year

In addition the following four criteria must be met to be a qualifying relative:

1. The individual has a specific family type relationship to the taxpayer
2. The individual is not a qualifying child of any other taxpayer
3. The individual receives more than half of his or her support from the taxpayer
4. The individual's annual gross income is less than the Section 151 limit (this criteria does <u>not</u> apply to health plans)

In the case of an individual who is permanently and totally disabled (as defined in Code Section 22 (e)(3)) at any time during such calendar year, the age requirement for a qualifying child does not apply.

No person shall be considered a Dependent of more than one Employee. If both an Employee and an Employee's spouse are employed by the Employer dependent children may be covered by either spouse, but not by both.

ERISA Rights Statement

The Employee Retirement Income Security Act of 1974 ("ERISA") was enacted to help assure that all employer-sponsored group Medical Insurance Benefits conform to standards set by Congress. An employee who is a Participant in the Plan is entitled to certain rights and protections under ERISA which

provides that all Participants will be entitled to (1) examine, without charge, at the Plan Administrator's office and at other appropriate locations, all Plan documents and copies of documents filed with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions; (2) obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator, subject to a reasonable charge for copies; and, (3) receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this Summary Annual Report. Plan records are kept on a Plan Year basis.

In addition to creating rights for plan participants, ERISA imposes duties upon those responsible for the operation of a plan who are called "fiduciaries" and who have a duty to operate the Plan prudently and in the interest of Participants and Beneficiaries. If a claim for a benefit under the Plan is denied in whole or in part, the claimant must receive a written explanation of the reason for the denial. The claimant has the right to have the claim reviewed and reconsidered.

Within 180 days of receipt of a notice denying a claim you or your duly authorized representative may request in writing a full and fair review of the claim by the Plan Administrator, or by an appeals committee appointed by the Employer for that purpose ("Committee"). The Plan Administrator may extend the 180-day period where the nature of the benefit involved or other attendant circumstances make such extension appropriate.

Under ERISA, there are steps an Employee covered under a plan can take to enforce the above rights. For instance, if the person requests materials and does not receive them within 30 days, the person may file suit in a federal court. In such a case, the court may require the City to provide the materials and pay the person up to $110 a day until the person receives the materials, unless the materials were not sent because of reasons beyond the city's control.

If a person has a claim for benefits which is denied or ignored, in whole or in part, the person may file suit in a state or federal court. If it should happen that plan fiduciaries misuse the Plan's money, or if an Employee covered under this Plan is discriminated against for asserting his or her rights, the person may seek assistance from the U.S. Department of Labor, or may file suit in a federal court. The court will decide who should pay court costs and legal fees. If the claimant loses, the court may order the claimant to pay these costs and fees, for example, if it finds the claim to be frivolous.

If an Employee covered under the Plan has any questions about the Plan, the Employee should contact the City of Bedford Human Resources department. If an Employee has any questions about this statement of the Employee's rights under ERISA, the Employee should contact the nearest Area office of the U.S. Labor-Management Services Administration, Department of Labor.

Special Note: This is a Summary Plan Description only. Your specific rights to benefits under the Plan are governed solely, and in every respect by your Employer's Premium Only Plan Document, a copy of which is available from the City upon your request (see Statement of ERISA Rights). If there is any discrepancy between the description of the Plan as contained in this material and the official Plan document, the language of the Plan document shall govern.

Administrative Facts

Plan Sponsor and Administrator

The Plan is sponsored by the City of Bedford, 2000 Forest Ridge Drive, Bedford, TX 76021. The City of Bedford Human Resources Department shall act as Plan Administrator. The Plan Administrator managers the overall operations of the Plan and decides all questions that come to it on a fair and equitable basis for participants and their Beneficiaries. The HR Coordinator, the person in charge of

benefits of the City of Bedford, located at 2000 Forest Ridge Drive, Bedford, TX 76021, is responsible for the day-to-day operation of the Plan.

Plan Identification Numbers

The Employer Identification Number ("EIN") assigned to the City of Bedford by the Internal Revenue Service ("IRS") is 75-1166224. The Plan Number ("PN") assigned to the Premium Only Plan by the City is 501. You should refer to these numbers in any correspondence about the Plan.

Service of Legal Process

The City of Bedford has designated the Plan Administrator as its agent for service of legal process in connection with claims under the Plan. Such process may be served on the City by directing the process to the Plan Administrator at the City of Bedford address.

Classification and Funding

This Plan is classified as a Code section 125 welfare benefits plan by the Department of Labor and is funded by Employer and Employee contributions.

Not a Contract of Employment

No provision of the Plan is to be considered a contract of employment between you and the Employer. The Employer's rights with regard to disciplinary action and termination of the Employee, if necessary, are in no manner changed by any provision of the Plan.

CITY OF BEDFORD

Schedule A

SCHEDULE OF BENEFITS

(X)	GROUPS HEALTH INSURANCE PLAN
(X)	HSA HIGH DEDUCTIBLE HEALTH PLAN
(X)	HEALTH SAVINGS ACCOUNT (HSA) MODULE
(X)	HEALTH AND DEPEDENT CARE FLEXIBLE SPENDING ACCOUNTS (FSA)
(X)	GROUP DENTAL COVERAGE
(X)	VISION CARE INSURANCE
( )	GROUP TERM LIFE INSURANCE
( )	DISABILITY INCOME-SHORT TERM (A & S)
( )	DISABILITY INCOME-LONG TERM (LTD)
(X)	CANCER INSURANCE
( )	ACCIDENTAL DEATH AND DISMEMBERMENT
(X)	INTENSIVE CARE INSURANCE
(X)	ACCIDENT INSURANCE
(X)	HOSPITAL INDEMNITY INSURANCE

The Employee contributions necessary to obtain the coverage options set forth in this Schedule A above will be communicated by the Employer to Eligible Employees upon commencement of participation and to Participants at the time of the Enrollment Period. The required Employee contribution amounts will be considered as the maximum elective Employee contributions necessary for participation in each Plan option above. It is specifically the Participant's responsibility regarding insurance premium reimbursement not to request anything that could violate the terms of their insurance policy.

AGENDA

Council Agenda Background

PRESENTER: Clifford Blackwell, CGFO, Director of Admin Services

DATE: 07/24/12

Council Mission Area: Demonstrate excellent customer service in an efficient manner.

ITEM:

Consider a resolution authorizing the City Manager to enter into a contract with Ron Wright, Tarrant County Tax Assessor-Collector, and Tarrant County, for the assessment and collection services of ad valorem taxes levied by the City of Bedford; and providing an effective date.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The City of Bedford has outsourced the ad valorem tax assessment and collection function to Tarrant County for the past 20 fiscal years and the services provided continue to be satisfactory.

The Tax Assessor-Collector, Ron Wright, submits the property tax bills on behalf of the City and collects the tax revenue throughout the fiscal year. In addition, they report delinquent taxes to a third party and assess penalties and interest. The City usually receives its collected tax dollars, including penalties and interest, on a daily basis. Moreover, Tarrant County provides multiple reports that accurately account for the changes in property values, as well as the total amount collected and attributed to the appropriate year.

For several years, the fee charged for this service was $0.65 per account. This amount was derived from the previous cost of service study (conducted in 2008) that reviewed the cost of assessing and collecting property taxes on behalf of many taxing authorities. Tarrant County has completed a new study, which found that an increase in the fee was needed to cover Tarrant County's costs. This new contract has raised the fee for assessing and collecting on behalf of the City of Bedford to $0.90 per account. The City has approximately 16,000 accounts, with a current budget of $10,400. The total cost of the new contract will be $14,400, a $4,000 increase under the $0.90 fee. This is still far less than what it would cost to bring this function in-house. Funds will be appropriated in the Fiscal Year 2012-2013 operating budget, which commences on October 1, 2012.

Tarrant County currently collects taxes on 5,098,091 accounts, on behalf of 80 different taxing authorities. In addition, by law, the tax assessor is obligated to charge an incremental cost for collecting taxes on behalf of other taxing authorities. As the study has shown, the previous $0.65 fee does not cover the Tax Assessor's increasing operational costs. Therefore, the $0.90 fee will bring the rate up to this entity's true incremental cost of providing this service.

In comparison, Dallas County charges $1.35 per parcel, Bexar County charges $1.04, Denton County $0.99, and Harris County $1.10.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City manager to enter into a contract with Ron Wright, Tarrant County Tax Assessor-Collector, and Tarrant County for assessment and collection services of ad valorem taxes levied by the City of Bedford; and providing for an effective date.

FISCAL IMPACT:	ATTACHMENTS:
General Fund - Total estimated cost $14,400	**Resolution** **Tarrant County Contract for Collection Services** **Delinquent Attorney Confirmation** **Cover letter from Tax Assessor-Collector**

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH RON WRIGHT, TARRANT COUNTY TAX ASSESSOR-COLLECTOR, AND TARRANT COUNTY, FOR THE ASSESSMENT AND COLLECTION SERVICES OF AD VALOREM TAXES LEVIED BY THE CITY OF BEDFORD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of Bedford, Texas determines the necessity to contract for ad valorem tax assessment and collection services; and,

WHEREAS, the City has contracted with the Tarrant County Tax Assessor-Collector and Tarrant County for assessment and collection services for the past 20 fiscal years; and,

WHEREAS, the City Council of Bedford, Texas has determined that the contract for these services should be renewed for Fiscal Year 2012-2013.

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 an agreement with Ron Wright, Tarrant County Tax Assessor-Collector, and Tarrant County, for the assessment and collection of ad valorem taxes levied by the City of Bedford.**

SECTION 2. **That this resolution shall take effect from and after the date of its passage.**

PASSED AND APPROVED this 24th day of June 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

§ ***Agreement For The Collection Of Taxes***

COUNTY OF TARRANT §

Agreement made this _____day of_____, 2012, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the City of Bedford hereinafter referred to as **City**, whose address is 2000 Forest Ridge Drive, Bedford, TX 76095.

PURPOSE OF AGREEMENT

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

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

I.
SERVICES TO BE PERFORMED

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

II.
REPORTS

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

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

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

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, compensation for the services rendered is a rate of ninety cents ($.90) per account. The number of accounts will be based on the October billing roll certified to the ASSESSOR/COLLECTOR by the Appraisal District. New accounts added by the appropriate Appraisal District will be billed to the entity. The ASSESSOR/COLLECTOR will invoice for all these accounts by **January 31, 2013** with payment to be received from the City by **February 28, 2013**.

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

IV.
AUDITS

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

V.
TAX RATE REQUIREMENT

The City will provide the ASSESSOR/COLLECTOR, in writing, the City's newly adopted tax rate and exemption schedule to be applied for assessing purposes by Friday, September 14 , 2012. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the City

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

VI.
COMPLIANCE WITH APPLICABLE
STATUTES, ORDINANCES, AND REGULATIONS

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

VII.
DEPOSIT OF FUNDS

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

VIII.
INVESTMENT OF FUNDS

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

IX.
REFUNDS

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

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

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

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

by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the City and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

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

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

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

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out, and shall continue in effect during the 2012 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

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

XIII.

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

BY: _____ _____
RON WRIGHT, ***DATE***
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY

FOR City of Bedford

BY: _____ _____
DATE
TITLE: _____

FOR TARRANT COUNTY:

BY: _____ _____
B. GLEN WHITLEY ***DATE***
TARRANT COUNTY JUDGE

APPROVED AS TO FORM * AND CONTENT

BY: _____ _____
DISTRICT ATTORNEY'S OFFICE ***DATE***

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

COMMUNIQUE

AGENDA

DELINQUENT ATTORNEY CONFIRMATION
2012 TAX YEAR

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

The Delinquent Attorney Firm for _____ is
Name of Taxing Entity

_____
Name of Firm

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

_____
Percent

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

_____
Percent

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

_____ _____, _____.
Month Day Year

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

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

_____ _____
Authorized Signature Date

_____ _____
Printed Name Title

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

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

COMMUNIQUE

AGENDA

TARRANT COUNTY TAX OFFICE

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

RON WRIGHT
Tax Assessor-Collector

April 11, 2011

Ms. Natalie Lovell
2000 Forest Ridge Drive
Bedford, TX 76095

Dear Ms. Lovell,

It is time to renew our contract for property tax collection. As you are no doubt aware, the tax office conducts a thorough review of its collection costs every few years. The last was five years ago, resulting in an increase of the collection fee to $.65 per account or parcel. We recently completed another cost review, and, as a result, the collection fee will increase this year to $.90 per account.

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

Enclosed are two original renewal contracts for the assessment and collection of your ad valorem taxes by Tarrant County for the tax year 2012. After the contracts have been signed, please return **BOTH** copies to my office to the attention of Sheila Moore, Entity Liaison. I will mail a fully executed contract to you after the Commissioner's Court has made formal approval of the contract. This will be at the end of September, so the contract will be returned in October. If you require more than one original, please make a copy of the contract and mail all three back to my office. In order to have your contract in place prior to the upcoming tax season, I would ask that you have the properly executed contract returned to me no later than **July 31, 2012.**

In addition to your 2012 contract, I am enclosing an attorney confirmation form. Please fill out the requested information, sign and return to my office along with the collection contracts.

You will be invoiced for your collection commission by January 31, 2013 with payment due no later than February 28, 2013.

The time for rate calculations is rapidly approaching and many of you are already in budget preparations. Please remember the importance of getting the rate and exemption information to us prior to the **September 14th** rate submission deadline. My office will provide more information on this requirement in the near future.

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

Sincerely,

Ron Wright

Ron Wright,
Tax Assessor Collector
Tarrant County

AGENDA

Council Agenda Background

PRESENTER: Clifford Blackwell, CGFO, Director of Admin Services

DATE: 07/24/12

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

ITEM:

Consider all matters incident and related to approving and authorizing publication of notice of intention to issue Series 2012 Certificates of Obligation, including the adoption of a resolution pertaining thereto.

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 costs of the Sulphur Branch Trunk Sewer Rehabilitation Improvement Project. With the assistance of the City's financial advisor, its bond counsel and engineering firm (Espey Consultants, Inc.), TWDB approved the application and loan in October 2011.

According to TWDB, the loan will be evidenced by the purchase of $630,000 in Combination Tax and Revenue Certificates of Obligation (not including the cost of issuing the bonds), before the deadline of October 31, 2012. The closing of the loan commitment and the release of funds requires the City Council to adopt an ordinance approving the bond sale, as well as receive approval from the Attorney General (AG), and provide all necessary documentation to satisfy all specific conditions as stated in the TWDB commitment resolution.

Therefore, in order to prepare the draft notice of intent resolution, staff proposes to issue Certificates of Obligation in an amount not to exceed $630,000 for the TWDB loan program. This amount is primarily based on the total amount approved by TWDB. However, if this loan, along with all of the water/sewer projects listed in the proposed FY2012/13 CIP, the estimated impact will be a 2.5% to 3% increase in base and volume rates.

In order to sell these Certificates of Obligation (C.O.), the city must publish a notice of intention to issue C.O.'s. The attached resolution authorizes the publication of the required notice.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution approving and authorizing the publication of a notice of intent to issue Series 2012 Certificates of Obligation.

FISCAL IMPACT:

May require a 2.5% to 3% increase in water/sewer rates.

ATTACHMENTS:

Resolution
Exhibit A List of capital projects
CO Issuance Calendar of Events

RESOLUTION NO. 12-

A RESOLUTION APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE SERIES 2012 CERTIFICATES OF OBLIGATION.

WHEREAS, the City Council of the City of Bedford, Texas, has determined that certificates of obligation should be issued under and pursuant to the provisions of V.T.C.A., Local Government Code, Subchapter C of Chapter 271, as amended (the "Act"), 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; and

WHEREAS, prior to the issuance of such certificates, the City Council is required to publish notice of its intention to issue the same in accordance with the provisions of the Act; and

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

SECTION 1. **The City Secretary is hereby authorized and directed to cause notice to be published of the Council's intention to issue one or more series of certificates of obligation in a principal amount not to exceed $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; and shall be payable from ad valorem taxes and a pledge of the surplus net revenues of the City's combined Waterworks and Sewer System. The notice hereby approved and authorized to be published shall read substantially in the form and content of Exhibit A hereto attached and incorporated herein by reference as a part of this Resolution for all purposes.**

SECTION 2. **The City Secretary shall cause the aforesaid notice to be published in a newspaper of general circulation in the City, once a week for two consecutive weeks, the date of the first publication to be at least thirty-one (31) days prior to the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation.**

SECTION 3. **It is officially found, determined, and declared that the meeting at which this Resolution 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 Resolution, was given, all as required by V.T.C.A., Government Code, Chapter 551, as amended.**

SECTION 4. **This Resolution shall be in force and effect from and after its passage on the date shown below.**

PASSED AND APPROVED this 24th day of July, 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

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CITY OF BEDFORD, TEXAS SERIES 2012 CERTIFICATES OF OBLIGATION

TAKE NOTICE that the City Council of the City of Bedford, Texas, shall convene at 6:30 o'clock P.M. on the 11th day of September, 2012, at the City Hall, 2000 Forest Ridge Drive, Bedford, Texas, and, during such meeting, the City Council will consider the adoption of one or more ordinances authorizing the issuance of one or more series of certificates of obligation in an aggregate principal amount not to exceed $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; such certificates to be payable from ad valorem taxes and a pledge of the surplus net revenues of the City's combined Waterworks and Sewer System. The certificates are to be issued, and this notice is given, under and pursuant to the provisions of V.T.C.A., Local Government Code, Subchapter C of Chapter 271, as amended.

Michael Wells
City Secretary
City of Bedford, Texas

COMMUNIQUE

AGENDA

5 YEAR CIP
WATER

Bedford 2005 Project

PROJECT DESCRIPTION	FY 12/13 (Funded) Project Estimate	FY 12/13 Project Estimate	FY 13/14 Project Estimate	FY 14/15 Project Estimate	FY 15/16 Project Estimate	FY 16/17 Project Estimate
Simpson Terrace Elevated Tank Site Well	$1,300,000	$1,600,000				
Northwest Pressure Plane Improvements	$200,000 *	$2,100,000 **				
Replace Water Main in Gettysburg Place				$500,000	.	
Replace Water Mains in Red Oak Lane/Scenic Hills and Stonegate North				$400,000		
Miscellaneous Water Line Replacement					$400,000	$400,000
Airport Freeway Adjustments			$1,750,000			
Replace Water Mains in Shady Brook Addition		$200,000	$350,000	$150,000		
Replace Water Mains on Brown Trail North of Harwood Road				$250,000		
Replace Water Main on Eagle Drive from Blue Jay Court to Brown Trail				$100,000		
Replace Water Main in Wade Drive from Bedford Road to Honor Oak				$200,000		
Replace Water Mains in Scenic Hills, Russell / Ravenswood, and Harwood					$400,000	$600,000
Replace Water Mains in Circle Drive						$800,000
Totals	$1,500,000	$3,900,000	$2,100,000	$1,600,000	$800,000	$1,800,000

* Design
** Construction

Revised May 18 2012

COMMUNIQUE

AGENDA

5 YEAR CIP
WASTEWATER

Bedford 2005 Project

PROJECT DESCRIPTION	FY 11/12 (Funded) Project Estimate	FY 12/13 Project Estimate	FY 13/14 Project Estimate	FY 14/15 Project Estimate	FY 15/16 Project Estimate	FY 16/17 Project Estimate
Wastewater Rehabilitation						
Infiltration & Inflow (I & I) Studies	$220,000				$100,000	$100,000
Sulphur Branch Drainage Area Sewer Mains Replacement	$491,000	$300,000 A	$250,000 C	$150,000 D		
Sanitary Sewer Improvements Identified in I & I Studies					$175,000	$400,000
Sanitary Sewer Creek Crossings	$289,000					
Sewer Main Rehabilitation - Various Areas					$205,000	$275,000
Airport Freeway Adjustments Reimbursement			$750,000			
Rehab Hurricane Creek Trunk Sewers				$520,000 B		
Rehab Bear Creek Trunk Sewers				$330,000 E	$270,000 E	$225,000 G
Rehab Pipeline Rd. Trunk Sewer					$250,000 F	
Texas Water Development Board (TWDB) Segment 11		$700,000				
Totals	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000

Committed to Texas Commission on Environmental Quality to spend $1,000,000 per year for the Sanitary Sewer Overflow Initiative (SSOI).
Comprehensive Wastewater Collection System Evaluation Projects:
A-Project 3, B-Projects 1&7, C-Project 4, D-Project 2, E-Projects 5&9, F-Project 6), G-Project 10

Revised May 15, 2012

COMMUNIQUE

AGENDA

5 YEAR CIP DRAINAGE

Bedford 2005 Project

PROJECT DESCRIPTION	FY 11/12 (Funded) Project Estimate	FY 12/13 Project Estimate	FY 13/14 Project Estimate	FY 14/15 Project Estimate	FY 15/16 Project Estimate	FY 16/17 Project Estimate
Sulphur Branch & Sulphur Branch Tributary						
Structure Purchases	$1,800,000					
Channel Improvements - NTE to Bedford Rd.		$120,000 *	$1,200,000 **			
Schumac Lane & Donna Lane Culvert / Bridge					$610,000	
Briar, Shirley Way & Circle Lane Culvert / Bridge						$1,225,000
Erosion Control Sulphur Branch and Sulphur Branch Tributary						
Erosion Control - Brookhollow Park		$100,000		$600,000		
Drainage Improvements - Various Other Channels						
Schumac/Monterray Drainage Improvements	$1,400,000					
Glenda/Particia Drainage Improvements	$200,000					
Hurricane Creek South of Commerce Place		$150,000				
Hurricane Creek East / West of Hospital Parkway					$150,000	
Murphy / Rolling Meadows / Cheek-Sparger Channel				$150,000		
Little Bear Creek South of Cheek Sparger				$150,000		
Ashford / Berkshire Channel				$150,000		
Totals	$3,400,000	$370,000	$1,200,000	$1,050,000	$760,000	$1,225,000

Revised May 16, 2012

COMMUNIQUE

AGENDA

5 YEAR CIP
STREET & TRAFFIC

Bedford 2005 Project

	FY 11/12 (Funded)	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
PROJECT DESCRIPTION	**Project Estimate**	**Project Estimate**	**Project Estimate**	**Project Estimate**	**Project Estimate**	**Project Estimate**
Dora Street Improvements	$175,000 *	$1,300,000 **				
Totals	$175,000	$1,300,000	$0	$0	$0	$0

* Design

** Construction

Revised May 15, 2012

COMMUNIQUE

AGENDA

City of Bedford, Texas

General Obligation Refunding Bonds, Series 2012
Combination Tax and Revenue Certificates of Obligation, Series 2012
Combination Tax and Revenue Certificates of Obligation, Series 2012A
Projected Schedule of Events

Jul-12						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Aug-12						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Sep-12						
S	M	T	W	T	F	S
					1	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Oct-12						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Complete By	Day	Event
23-Jul-12	Monday	Initial Draft of Official Statement distributed to City and to Bond Counsel for review
24-Jul-12	Tuesday	**City Council passes resolution authorizing Notice of Intent Publication for Certificates of Obligation**
28-Jul-12	Saturday	First Publication of Notice of Intent to Issue Certificates no later than 4 days after Council passes resolution
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FirstSouthwest

AGENDA

Council Agenda Background

PRESENTER: Clifford Blackwell, CGFO, Director of Admin Services **DATE:** 07/24/12

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

ITEM:

Consider all matters incident and related to approving and authorizing publication of notice of intention to issue Series 2012A Certificates of Obligation, including the adoption of a resolution pertaining thereto.

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. Among the projects discussed that would be scheduled for FY12/13 were:

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

Water and Sewer Project Total $4,200,000

In addition to the water and sewer capital projects discussed, City Council also reviewed the proposed Stormwater and the Dora Street projects, which are not included in the amount recommended for this notice of intent resolution. Among them are the following:

STORMWATER

- Channel improvements – NTE Bedford Road $ 120,000
- Erosion Control- Brookhollow Park $ 100,000
- Hurricane Creek Tributary South of commerce Place $ 150,000

GENERAL

- Dora Street Improvements $1,300,000

The Dora Street improvement project is part of the 2001 bond election, and if approved for debt issuance on September 11, 2012, would be funded from General Obligation bond funds, not Certificates of Obligation.

As a result, in order to propose an ordinance approving the sale of bonds, staff must first publish a notice of intent to issue bonds at a 'not to exceed' amount. This allows the City Council the flexibility to consider additional capital projects to be included in the certificates of obligation sale. However, this does not mean they will issue debt for the total amount in the notice. But, if they choose to add multiple projects to the issuance, the 'not-to-exceed' amount covers that flexibility. Legal statute requires that the first notice be published at least 31 days prior to the ordinance approving the certificates of obligation sale.

Therefore, in order to prepare the draft notice of intent resolution, staff proposes to issue Series

2012A Certificates of Obligation in order to finance specific projects and/or phases of projects in an amount not to exceed $4.27 Million. This amount is primarily based on the total FY12/13 water and sewer capital project listing less the TWDB loan, should the City Council consider funding all water/sewer related projects. In addition, if the total water/sewer projects are funded, the estimated impact on the rates is 2.5% to 3% increase in base and volume rates.

In order to sell these Certificates of Obligation (C.O.), the city must publish a notice of intention to issue C.O.'s. The attached resolution authorizes the publication of the required notice.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution approving and authorizing the publication of a notice of intent to issue Series 2012A certificates of obligation.

FISCAL IMPACT:

May require a 2.5% to 3% increase in water/sewer rates.

ATTACHMENTS:

Resolution
Exhibit A List of capital projects
CO Issuance Calendar of Events

RESOLUTION NO. 12-

A RESOLUTION APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE SERIES 2012A CERTIFICATES OF OBLIGATION.

WHEREAS, the City Council of the City of Bedford, Texas, has determined that certificates of obligation should be issued under and pursuant to the provisions of V.T.C.A., Local Government Code, Subchapter C of Chapter 271, as amended (the "Act"), 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; and

WHEREAS, prior to the issuance of such certificates, the City Council is required to publish notice of its intention to issue the same in accordance with the provisions of the Act; and

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

SECTION 1. **The City Secretary is hereby authorized and directed to cause notice to be published of the Council's intention to issue one or more series of certificates of obligation in a principal amount not to exceed $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; and shall be payable from ad valorem taxes and a limited pledge of the net revenues of the City's combined Waterworks and Sewer System. The notice hereby approved and authorized to be published shall read substantially in the form and content of Exhibit A hereto attached and incorporated herein by reference as a part of this Resolution for all purposes.**

SECTION 2. **The City Secretary shall cause the aforesaid notice to be published in a newspaper of general circulation in the City, once a week for two consecutive weeks, the date of the first publication to be at least thirty-one (31) days prior to the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation.**

SECTION 3. **It is officially found, determined, and declared that the meeting at which this Resolution 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 Resolution, was given, all as required by V.T.C.A., Government Code, Chapter 551, as amended.**

SECTION 4. **This Resolution shall be in force and effect from and after its passage on the date shown below.**

PASSED AND APPROVED this 24th day of July, 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

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CITY OF BEDFORD, TEXAS SERIES 2012A CERTIFICATES OF OBLIGATION

TAKE NOTICE that the City Council of the City of Bedford, Texas, shall convene at 6:30 o'clock P.M. on the 11th day of September, 2012, at the City Hall, 2000 Forest Ridge Drive, Bedford, Texas, and, during such meeting, the City Council will consider the adoption of one or more ordinances authorizing the issuance of one or more series of certificates of obligation in an aggregate principal amount not to exceed $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; such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the City's combined Waterworks and Sewer System. The certificates are to be issued, and this notice is given, under and pursuant to the provisions of V.T.C.A., Local Government Code, Subchapter C of Chapter 271, as amended.

Michael Wells
City Secretary
City of Bedford, Texas

COMMUNIQUE

AGENDA

5 YEAR CIP
WATER

Bedford 2005 Project

PROJECT DESCRIPTION	FY 12/13 (Funded) Project Estimate	FY 12/13 Project Estimate	FY 13/14 Project Estimate	FY 14/15 Project Estimate	FY 15/16 Project Estimate	FY 16/17 Project Estimate
Simpson Terrace Elevated Tank Site Well	$1,300,000	$1,600,000				
Northwest Pressure Plane Improvements	$200,000 *	$2,100,000 **				
Replace Water Main in Gettysburg Place				$500,000	.	
Replace Water Mains in Red Oak Lane/Scenic Hills and Stonegate North				$400,000		
Miscellaneous Water Line Replacement					$400,000	$400,000
Airport Freeway Adjustments			$1,750,000			
Replace Water Mains in Shady Brook Addition		$200,000	$350,000	$150,000		
Replace Water Mains on Brown Trail North of Harwood Road				$250,000		
Replace Water Main on Eagle Drive from Blue Jay Court to Brown Trail				$100,000		
Replace Water Main in Wade Drive from Bedford Road to Honor Oak				$200,000		
Replace Water Mains in Scenic Hills, Russell / Ravenswood, and Harwood					$400,000	$600,000
Replace Water Mains in Circle Drive						$800,000
Totals	$1,500,000	$3,900,000	$2,100,000	$1,600,000	$800,000	$1,800,000

* Design
** Construction

Revised May 18 2012

COMMUNIQUE

AGENDA

5 YEAR CIP
WASTEWATER

Bedford 2005 Project

PROJECT DESCRIPTION	FY 11/12 (Funded) Project Estimate	FY 12/13 Project Estimate	FY 13/14 Project Estimate	FY 14/15 Project Estimate	FY 15/16 Project Estimate	FY 16/17 Project Estimate
Wastewater Rehabilitation						
Infiltration & Inflow (I & I) Studies	$220,000				$100,000	$100,000
Sulphur Branch Drainage Area Sewer Mains Replacement	$491,000	$300,000 A	$250,000 C	$150,000 D		
Sanitary Sewer Improvements Identified in I & I Studies					$175,000	$400,000
Sanitary Sewer Creek Crossings	$289,000					
Sewer Main Rehabilitation - Various Areas					$205,000	$275,000
Airport Freeway Adjustments Reimbursement			$750,000			
Rehab Hurricane Creek Trunk Sewers				$520,000 B		
Rehab Bear Creek Trunk Sewers				$330,000 E	$270,000 E	$225,000 G
Rehab Pipeline Rd. Trunk Sewer					$250,000 F	
Texas Water Development Board (TWDB) Segment 11		$700,000				
Totals	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000

Committed to Texas Commission on Environmental Quality to spend $1,000,000 per year for the Sanitary Sewer Overflow Initiative (SSOI).
Comprehensive Wastewater Collection System Evaluation Projects:
A-Project 3, B-Projects 1&7, C-Project 4, D-Project 2, E-Projects 5&9, F-Project 6), G-Project 10

Revised May 15, 2012

COMMUNIQUE

AGENDA

5 YEAR CIP DRAINAGE

Bedford 2005 Project

PROJECT DESCRIPTION	FY 11/12 (Funded) Project Estimate	FY 12/13 Project Estimate	FY 13/14 Project Estimate	FY 14/15 Project Estimate	FY 15/16 Project Estimate	FY 16/17 Project Estimate
Sulphur Branch & Sulphur Branch Tributary						
Structure Purchases	$1,800,000					
Channel Improvements - NTE to Bedford Rd.		$120,000 *	$1,200,000 **			
Schumac Lane & Donna Lane Culvert / Bridge					$610,000	
Briar, Shirley Way & Circle Lane Culvert / Bridge						$1,225,000
Erosion Control Sulphur Branch and Sulphur Branch Tributary						
Erosion Control - Brookhollow Park		$100,000		$600,000		
Drainage Improvements - Various Other Channels						
Schumac/Monterray Drainage Improvements	$1,400,000					
Glenda/Particia Drainage Improvements	$200,000					
Hurricane Creek South of Commerce Place		$150,000				
Hurricane Creek East / West of Hospital Parkway					$150,000	
Murphy / Rolling Meadows / Cheek-Sparger Channel				$150,000		
Little Bear Creek South of Cheek Sparger				$150,000		
Ashford / Berkshire Channel				$150,000		
Totals	$3,400,000	$370,000	$1,200,000	$1,050,000	$760,000	$1,225,000

Revised May 16, 2012

COMMUNIQUE

AGENDA

5 YEAR CIP
STREET & TRAFFIC

Bedford 2005 Project

	FY 11/12 (Funded)	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
PROJECT DESCRIPTION	**Project Estimate**	**Project Estimate**	**Project Estimate**	**Project Estimate**	**Project Estimate**	**Project Estimate**
Dora Street Improvements	$175,000 *	$1,300,000 **				
Totals	$175,000	$1,300,000	$0	$0	$0	$0

* Design

** Construction

Revised May 15, 2012

COMMUNIQUE

AGENDA

City of Bedford, Texas

General Obligation Refunding Bonds, Series 2012
Combination Tax and Revenue Certificates of Obligation, Series 2012
Combination Tax and Revenue Certificates of Obligation, Series 2012A
Projected Schedule of Events

Jul-12						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Aug-12						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Sep-12						
S	M	T	W	T	F	S
					1	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Oct-12						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Complete By	Day	Event
23-Jul-12	Monday	Initial Draft of Official Statement distributed to City and to Bond Counsel for review
24-Jul-12	Tuesday	**City Council passes resolution authorizing Notice of Intent Publication for Certificates of Obligation**
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FirstSouthwest

AGENDA

Council Agenda Background

PRESENTER: Roger Gibson, Police Chief **DATE:** 07/24/12

Staff Report

ITEM:

Report from Police Chief Roger Gibson to discuss how staff reports crime stats, regarding D Magazine article. ***Requested by Council Member Patricia Nolan

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

Letter of Request
Crime Reporting Memo

Sincerely,

Michael Wells
City Secretary, City of Bedford
2000 Forest Ridge Drive
Bedford, TX 76021
Phone: 817.952.2104
Fax: 817.952.2103

From: Nolan, Patricia
Sent: Wednesday, July 18, 2012 9:22 AM
To: Wells, Michael
Subject: Council Agenda

Michael
I would like to request Chief of Police to be added to next Council Agenda to discuss how we report Crime Stats, regarding D Magazine article.
Thanks
Patricia Nolan

Sent from my Samsung Epic™ 4G Touch

HISTORY

Bedford PD moved to a NIBRS reporting system way back under Chief Lightford (the first of three Chiefs that I worked under). I am guessing around 1988-1990. My recollection from the information shared at the time was that this was a federal mandate (not sure if it was specific to cities over a certain population or not). There was a timeline for compliance. I know we were the first in Texas to come into compliance.

The vast majority of the cities – and especially the very large cities – balked at this conversion. My position at the time did not allow me to be privy to all the discussion on this issue but my recollection from what I was told is that once a large number of cities began fighting this conversion, the mandate for conversion was removed. However, those cities that had already converted were obligated to stay with the NIBRS system. Maybe it was a cost issue. At any rate, we have been under NIBRS ever since.

Most cities still report under UCR. It is not an 'apples-to-apples' comparison when comparing NIBRS and UCR reporting cities. As an example, we just compared our 2010 data for 'Aggravated Assaults.' Here is the comparison for the EXACT same criminal activity – only using a different reporting system.

2010 AGGRAVATED ASSAULTS FOR BEDFORD

NIBRS	UCR	Difference
175	126	38.8%

Continuing this example, if Bedford and Euless both had 175 Aggravated Assaults under NIBRS, but Euless reported the information under the UCR coding, then it would inaccurately reflect that Euless had a significantly lower incident ratio of aggravated assaults.

DIFFERENCE BETWEEN UCR AND NIBRS CODING

In a Reader's Digest version, NIBRS captures more data regarding any particular crime AND is a system designed to accurately capture the number of people that were victimized – whereas UCR captures less data AND is more designed to capture the number of INCIDENTS (as opposed to the number of victims). For example:

- A person robs a store in Bedford at closing and confronts five employees. NIBRS captures this incident as FIVE robberies.
- The same person then robs a store in Euless and confronts five employees. UCR captures this as a single incident (regardless of the number of employees who were accosted) and captures the incident as ONE robbery.

We had our Record's Supervisor, Debbie Carlisle, speak with Euless Records about the data capturing and sharing a couple of weeks ago (Euless captures data under UCR). Euless advised "in-house" they would track the same example as five robberies. However, when reporting to the state (under UCR) or if there was a request from another agency or media for their stats, it would be reported as one robbery.

THE "D" MAGAZINE DATA CAPTURING METHOD

- This is 2010 data…not 2011.
  - There is no distinction made by the article between those cities providing NIBRS versus UCR data (and I wouldn't expect them to spend valuable article space trying to describe the difference and expecting their readers to try to mentally sift through the differences and accurately compare their city versus other cities).
  - They also used 2009 data from Lancaster for this article after Lancaster did not provide 2010 data.
    - So there is a mix of data including two very different reporting systems, AND it isn't the most recent data available (2011).

BEDFORD STATISTICS

- None of this is to imply we can't do better. As I briefed the new Council members during the orientation, we have areas we want to try to improve – and one of our major goals is to target 'repeat victimization' – and you are aware of our intentions in that area. Domestic violence is a major factor in repeat victimization. Typically Bedford will investigate 500-550 offenses a year involving domestic violence. Most of these will not involve an aggravated assault, but there will be a significant number that will fit this criteria.
- I also mentioned earlier the data from the D Magazine was 2010 numbers. The 2011 numbers as reported in the annual report reflected a decrease in this area. Some of the data that is now available in the new Annual Report, includes:
  - <u>There was an 18% decrease in violent crime in 2011 vs 2010</u>
  - <u>2011 reported the second lowest number of violent crimes in the last 8 years (2009 had 201 violent crimes; 2011 had 205; 2010 had 251; while 2005-2007 were all right at 275)</u>
  - <u>Our property crimes dropped 11% in the past year as well and are the lowest number in the past 10 years</u>.

CONVERTING BACK TO UCR

- I don't know if this is possible or not. I think it would be costly. It would involve programming to re-design our electronic data capturing fields - which involves a LOT of different electronic documents. There are likely other factors at play that I am not even considering.
- I don't know that I would want to (even though I don't like the inaccurate comparisons that article's like this can imply). NIBRS captures more accurate data – the intent all along under the original mandate.

FINAL THOUGHTS

- NIBRS is a little more time intensive for the officers as we capture more data under NIBRS. In turn I would say that also translates into more opportunities to mine for data.

- Our antiquated RMS system has been a bigger problem than either reporting system as far as grabbing data. That should be solved very soon.