

AGENDA

Regular Meeting of the Bedford City Council
Tuesday, July 9, 2013
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.
- Discussion regarding Joint Meetings with Boards and Commissions.
- Discussion regarding the Council calendar.
- Discussion regarding conducting a resident satisfaction survey. **This item requested by Councilmember Nolan.
- Discussion regarding a presentation from Jeff Law, Tarrant Appraisal District Chief Appraiser, regarding the proposed TAD budget, trends in Bedford property values (residential and commercial) and an overview of 2013 values at the July 23, 2013 regular meeting. **This item requested by Councilmember Nolan.

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:

- a) Pursuant to Section 551.072, to deliberate the purchase, exchange, lease or value of real property – A 1152 Tract 5E, Robert Morrow Survey.

REGULAR SESSION 6:30 P.M.

CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Pastor Kevin Smith, Faith Christian Fellowship Church)

PLEDGE OF ALLEGIANCE

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

APPROVAL OF THE MINUTES

1. Consider approval of the following City Council minutes:
 - a) June 12, 2013 work session
 - b) June 25, 2013 regular meeting

PERSONS TO BE HEARD

2. The following individual has requested to speak to the Council tonight under Persons to be Heard.
 - a) Andy Sioco, 145 Ravenswood Drive and Salvatore Caruso, 148 Ravenswood Drive, Bedford, Texas – Requested to speak to the Council regarding lowering the speed limit on Ravenswood Drive/Russell Street from 30 MPH to 20 MPH for safety concerns.

NEW BUSINESS

3. 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.
4. Consider a resolution authorizing the City Manager to enter into a contractual agreement for employee health and dental insurance benefits with CIGNA.
5. Consider a resolution authorizing the City Manager to enter into a one-year contract with Connect-CTY to provide a mass notification system for the City of Bedford in the amount of \$35,518.93.
6. Consider a resolution authorizing the City Manager to reject the bid for the 2013 Crack Sealing Program at Various Locations Contract.
7. Consider a resolution to authorizing the City Manager to enter into a contract with Flagship Sweeping Services, Inc. for street sweeping in the amount of \$51,355.39.
8. Consider a resolution authorizing the City Manager to enter into a contract with CPS Civil, LLC for Pavement/Water Line Improvements on Somerset Terrace (Project A) and Sidewalk Improvements on Bedford Road (Project B) in the amount of \$240,290.80.
9. Report on most recent meeting of the following Boards and Commissions:
 - ✓ Animal Shelter Advisory Board - Councilmember Boyter
 - ✓ Beautification Commission - Councilmember Turner
 - ✓ Community Affairs Commission - Councilmember Boyter
 - ✓ Cultural Commission - Councilmember Nolan
 - ✓ Library Board - Councilmember Davisson
 - ✓ Parks & Recreation Board - Councilmember Davisson
 - ✓ Senior Citizen Advisory Board - Councilmember Turner
 - ✓ Teen Court Advisory Board - Councilmember Champney

10. Council member reports

11. City Manager/Staff Reports

12. 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 5, 2013 at 5:00 p.m., and remained so posted at least 72 hours before said meeting convened.

Michael Wells, City Secretary

Date Notice Removed

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



Council Agenda Background

PRESENTER: Beverly Griffith, City Manager

DATE: 07/09/13

Work Session

ITEM:

Discussion regarding Joint Meetings with Boards and Commissions.

City Manager Review: _____

DISCUSSION:

At the June 12, 2013 work session, Council was of the consensus to place this item on a future agenda.

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER: Beverly Griffith, City Manager

DATE: 07/09/13

Work Session

ITEM:

Discussion regarding the Council calendar.

City Manager Review: _____

DISCUSSION:

At the June 12, 2013 work session, Council was of the consensus to place this item on a future agenda.

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER: Patricia Nolan, Council Member

DATE: 07/09/13

Work Session

ITEM:

Discussion regarding conducting a resident satisfaction survey. **This item requested by Councilmember Nolan.

City Manager Review: _____

DISCUSSION:

Councilmember Nolan requested that this item be placed on the agenda for discussion.

ATTACHMENTS:

Letter of Request

From: Nolan, Patricia
Sent: Wednesday, July 03, 2013 11:57 AM
To: Wells, Michael
Subject: Agenda,July 9

Michael
Please put an agenda item for the Work Session to discuss city survey.
Thanks
Patricia

Sent from my Samsung Epic™ 4G Touch



Council Agenda Background

PRESENTER: Patricia Nolan, Council Member

DATE: 07/09/13

Work Session

ITEM:

Discussion regarding a presentation from Jeff Law, Tarrant Appraisal District Chief Appraiser, regarding the proposed TAD budget, trends in Bedford property values (residential and commercial) and an overview of 2013 values at the July 23, 2013 regular meeting. **This item requested by Councilmember Nolan.

City Manager Review: _____

DISCUSSION:

Councilmember Nolan requested that this item be placed on the agenda for discussion.

ATTACHMENTS:

Letter of Request

From: patricia nolan [REDACTED]
Sent: Wednesday, July 03, 2013 12:39 PM
To: Wells, Michael
Subject: Council Agenda, July 9 TAD

Michael-

Please put on the agenda for July 8 a discussion regarding a presentation from Jeff Law, TAD Chief Appraiser, regarding the proposed TAD budget, trends in Bedford property values (residential and commercial) and an overview of 2013 values for the July 23 council meeting.

Thanks-
Patricia Nolan
Place 4

-----Original Message-----

From: Nolan, Patricia
Sent: Tuesday, July 02, 2013 7:41 PM
To: Wells, Michael
Subject: TAD

Micheal-

I would like to have Jeff Law from TAD speak at the Work Session .I would like to hear from him a summary of the proposed TAD budget, trends in Bedford properties(commercial and residential) and an overview of the 2013 values.

Thanks-
Patricia Nolan
Place 4



Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 07/09/13

Minutes

ITEM:

Consider approval of the following City Council minutes:

- a) June 12, 2013 work session
- b) June 25, 2013 regular meeting

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

June 12, 2013 work session
June 25, 2013 regular meeting

STATE OF EXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Work Session at 5:00 p.m. at the Law Enforcement Center, 2121 L. Don Dodson, Bedford, Texas, on the 12th day of June, 2013 with the following members present:

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

constituting a quorum.

Staff present included:

Beverly Griffith	City Manager
David Miller	Deputy City Manager
Michael Wells	City Secretary
Cliff Blackwell	Director of Administrative Services
Gary Clopton	Information Services Department
Roger Gibson	Police Chief
Tom Hoover	Director of Public Works
Mirenda McQuagge-Walden	Managing Director
Bill Syblon	Development Director
James Tindell	Fire Chief

CALL TO ORDER/GENERAL COMMENTS

Mayor Griffin called the Work Session to order at 5:06 p.m. He stated the primary objective for the meeting was to give staff clear direction on how to proceed on projects and identify dates to perform follow-up work.

WORK SESSION 5:00 p.m.

1. Discussion on citizen request for construction of Brasher Lane.

City Manager Beverly Griffith and Public Works Director Tom Hoover presented information regarding this item. The City was approached by a property owner in that area, who, along with her neighbors, requested the City to construct Brasher Lane. It is a dedicated street and the portion that is not currently built is approximately 800 feet in length. There is no access currently to those lots. There was discussion regarding a letter from the City Manager in 1993 regarding a status report on the property, which suggested that a majority of landowners petition the City to begin the project; that the project involves storm drainage, pavement and water and that sewer is already in place; that there are 14 lots, which are not accessible excluding one piece owned by the City; that the lots are zoned residential; that the resident's purpose is to develop or sell the land; construction of Midway Drive; a cost estimate from last October of \$600,000 for the construction; developing the area into a subdivision; dedicated streets; that the letter from 1993 stated that residents would pay 100% of the water, sewer and sidewalks, 90% of the street, and the City would pay for the storm water system; the City buying properties to expand Stormie Jones Park; putting together a menu of items for Council to choose from; and the number of homes involved and the increase in property taxes. Council was of the consensus for staff to do further

research and present a menu of items to develop the area at a future Council meeting.

2. Council strategic planning session to include discussion and Council direction regarding the Council's visions and goals as they relate to the following topics:

- **Public Works**
 - **Dora Street**

Mr. Hoover stated this project is for the reconstruction of the street from Pipeline Road to Phyllis Street, and also includes water main and minor drainage improvements. Brown, Hampton and Brown, Inc. were the engineers selected back in 2011. They have completed their data collection and studies and the project is ready to be bid. He presented the time line for the project and stated that the bonds have been approved but not issued. Administrative Services Director Cliff Blackwell stated that a notice of intent to issue bonds could be presented at the second Council meeting in July, the bonds could be sold a month from that date and the funds would be deposited by the end of September. There was discussion on the opinion of probable cost; that \$120,000 has been spent on this project to date for engineering; that construction contingencies are already in the opinion; that the reason that nothing has happened since this project was approved in 2001 was that Council never approved moving forward on it; and that the impact for the project is 1/3 a penny on the tax rate. Council was of the consensus to move forward with the bond process timeframe in July as presented by Mr. Blackwell.

- **Water and Sewer Pipes on FM 157**

Mr. Hoover stated this project was to extend water and sewer service along portions of FM 157. This project is too big to be done in-house and recommended that Consulting Engineer Dick Perkins write the proposal for this project. He presented the step-by-step actions of such a project which included: engineer selection; negotiation of a contract that would come to Council for approval; data collection and the preparation of a preliminary study to see if it can be done and the most economical way to do it; alignments being selected by Public Works; the preparation of plans and specifications; opening of bids and coming back to Council with a recommendation for the lowest qualified bid; and construction. The projected cost of the project is \$240,000. There was discussion on the this project not impacting issues related to Brasher Lane discussed earlier; the marketability of the properties along FM157; partnering with a developer; impact and tap fees; recouping costs; issues related to Shipley's Donuts; that the project includes 1,400 linear feet of water and 1,800 feet of sewer; swapping out connection fees with easements; that the 10 feet of easements are along the front of the property and that useable land is not being taken; charging costs back to the developer and that the State eliminated this type of funding in the 1980's; the expense for developing an impact fee structure; burying phone lines; the masonry fence behind the Burger Box; putting this on the menu of items discussed during the Brasher Lane item; timeframes and financing; and that the design would be done in-house. Council was of the consensus for staff to come back with recommendations on funding the \$240,000 cost during the budget process.

- **Northwest Pressure Plane**

Mr. Hoover stated the northwest area is the highest part of town and is comprised of about 1,200 residents. The area meets the minimal TCEQ requirements for water pressure except during peak day with a projected fire call. The project involves hooking to the new well and elevated tank as a water supply, pressurizing the water with the transfer pump into hydromantic tanks, which will then provide the increased pressure. The area is isolated from rest of distribution system by isolation valves. Kimley-Horn and Associates were selected to design and manage the project. The cost estimate is \$2.7M for the pump station improvements and piping. They are 98% complete due to issues with part of the water system being in the City of Colleyville. They are also waiting on some information related to the Simpson Terrace well regarding issues on the amount of fluoride in the water. \$200,000 for the project came from the 2011 COs; \$2.1M came from the 2012 COs, which leaves \$600,000 left to be funded. There was discussion regarding that water and sewer projects were not put on the ballot; whether the construction of the water line on Cummings Drive was supposed to improve the water pressure; that it would increase the pressure by 12-15 psi; and the minimal impact on the water and sewer rates. Council was of the consensus to move forward on this project.

- **Sulphur Branch**

Mr. Hoover presented a breakdown of the Five Year Capital Improvement Program for storm drainage improvements. Kimley-Horn and Associates was asked to prepare a study in order that the improvements being done by NTE were not wasted. They have performed data collection, surveying, geotechnical studies, and hydraulic modeling. They will prepare two alternatives and it is expected they will show their findings within the next 60 days. They will be looking at something to reduce water flowing under the highway. \$55,000 has been spent on the design. There was discussion on slowing down the flow of water; that the State built larger culverts; that there is no action necessary on the part of Council; that staff will be coming back to Council in the next 30 to 60 days; and that NTE will incorporate the selected option into their plans.

- **Community Services**
 - **Boys Ranch Master Plan**

Managing Director of Community Services Mirenda McQuagge-Walden handed out information on what exists at the Boys Ranch currently and what is being planned. She stated that Kimley-Horn and Associates finished the design of the first phase the previous summer. The total project cost for the first phase is \$3.5M. \$322,000 has already been issued for the design. What remains to be funded, including a \$100,000 grant, is \$3.078M. The next phase would be bidding and awarding bids and construction is expected to take nine to 12 months. There was discussion on the bond project; the cost of the entire plan being between \$15.5 and \$17.1M; doing the project in phases; having only Phase 1 as part of a bond election; discussing the item as part of a citizen survey; forming a bond committee; when the lake was last dredged; marketing it with the CBDZ and the Cultural District; issues related to larger bond elections; and the lake being considered a health issue. A majority of Council directed staff to move forward with having Phase 1 of the Boys Ranch Master Plan on the November ballot. Councilmember Nolan was against it due to wanting more projects as part of a bond election.

- **Bedford Trails**

Ms. McQuagge-Walden stated that this project was approved as part of the Bedford 2005 bond election. The bonds for the project have not been sold. A license agreement needs to be done with Oncor and they require a preliminary design before approving an agreement. They further want construction started within 90-120 days of the agreement. The survey has been completed and Mr. Hoover will do the design. There was discussion on other projects Mr. Hoover has performed and that keeping it in-house saves money; and that moneys left over would have been for the parks at Monterrey and Carousel. Council was of the consensus to include this project as part of the Dora Street bond issue discussed previously.

- **Central Bedford Development Zone**

Development Director Bill Syblon stated that Council was provided with the final vision of the Zone at the previous night's meeting and displayed a preliminary implementation schedule from the fall of 2013 into the development of the Zone in 2019/2020. He stated that staff is working on the next steps regarding development standards and partnering strategies. There was discussion on bringing in different perspectives by requesting qualifications from multiple consultants; a work session on regulations sometime in the third or fourth quarter; funding for a study of design standards with a preliminary cost estimate of \$35,000 to \$50,000; updating the Parks and Recreation Master Plan; entry features and way finders; construction beginning in 2015; maintaining momentum; building density through the Cultural District; and design criteria. Council was of the consensus to move forward on this project.

- **Cultural District**

Ms. McQuagge-Walden stated that the Cultural Commission had a great Arts Talk event and discussed the joint work session that Council had with the Commission. It was the consensus of the Council at that time for them to give feedback to the Commission about what direction they need to be going. There was discussion on creating a marketing plan; assistance for the upcoming ArtsFest; getting

direction from Council on a strategic planning process; obtaining outside expertise; the Cultural District having a life of its own and generating activity; Kimley-Horn not having expertise in that area; arts and culture as an economic engine; Council taking ownership of what the City does next; the City having a wealth of existing cultural activities, groups and venues; what direction to give staff in regards to promoting what is currently in the City; building an arts directory on the City's website; holding a series of meetings like the Arts Talk; and tasking the Cultural Commission on taking the next steps. In regards to a budget for the Commission, there was discussion on a \$5,000 supplemental for ArtsFest, banner signage, cultural district signage, and adjusting the fee schedule for discounts. In regards to who was driving ArtsFest, there was discussion that the City is developing the criteria and that it has the expertise. In regards to the original purpose of the Commission being to obtain a cultural district designation, there was discussion on the need for a strategic plan, that the assessment phase has been completed, and citizen input regarding the need for a District. Council was of the consensus for the Commission to move forward with a strategic plan and that Council would provide any necessary resources. Further, Council tasked staff with centralizing marketing.

3. Discussion regarding City organizational adjustments and Code Enforcement staffing.

Ms. Griffith presented information regarding improvements and staffing levels in Code Enforcement as well as follow-up with Council discussions in March and April. A few organizational changes have occurred over the last two weeks. Specific goals to be accomplished include increasing her and her office's focus on the goals of the Council including the functions of Code Enforcement and Building Inspections as well as the public perception of those functions; and to improve communication and relationships with the public and Council. As she has a number of operational departments reporting to her and in order to be more active and visible in the community, the span of control and supervision in the City Manager's Office has been spread. Administrative Services has moved under Community Services and Ms. McQuagge-Walden will have a stronger role in General Government. The Deputy City Manager was now responsible for Human Resources and Development.

Building Inspections has moved under the Fire Department and the Fire Chief. Code Enforcement has been redefined as Code Compliance and moved under the Police Department and Deputy Chief Hawkins. The goals for these moves are to create a more positive image by changing "enforcement" to "compliance"; increasing the visibility and customer service of Code Compliance; increasing responsiveness and responsibility; improving communications between functional areas that have similar interests; and differentiating between the disciplines of Code Enforcement and Building Inspections. The Building Inspector will work closely with the Fire Marshall and Fire Inspectors. This will help improve communication with them on building and safety-related issues and increase functional synergy. They will continue to participate in the Development Review Committee and will continue to be maintained in Building B as a public convenience. Code Compliance has been incorporated into an organization focused on customer service. One PSO position will be transferred to Code Compliance and the Department will be responsible for handling vehicle code issues. Bringing them under the Police Department will add to their enforcement capabilities. Half of the money earmarked by Council for Code Enforcement will be used to add a Code Compliance PSO that would be dedicated to customer service and follow-up on code compliance issues.

Ms. Griffith stated that the Code Compliance and Building Inspection changes occurred the previous week but physical rearranging still needs to be done. Phone numbers would be kept as much as possible and that the changes would be advertised. There was discussion that Code Enforcement complaints previously went to Building B; promoting B-Service; and the need for new positions such as a communications manager. In regards to adding new technology, there was discussion regarding a new interactive software program called publicstuff.com that allows people the ability to take cell phone pictures of violations that is uploaded into the City's database with GPS coordinates. It also allows for multiple replies. There is also a supplemental for iPads that would allow Code Compliance officers the ability to follow-up on complaints while in the field. Also included is the budget supplemental for software that includes field reporting capabilities and provides better mechanisms for tracking calls and information being put into the system. The hiring of the Code Compliance PSO would help to address concerns regarding follow-up.

There was discussion on what has been done since Council approved funding in the amount of \$86,000 in October of 2012; that money has not been utilized for personnel but has been used for clean up; recouping costs of clean up through liens; publicizing these changes to the citizens; performance measures; issues related to how Council first heard about the changes; and issues related to the Permit Department not returning a phone call to an air conditioning technician regarding a permit.

4. Discussion regarding intersection improvements at Cheek Sparger and Central Drive and an interlocal agreement with the City of Colleyville.

Deputy City Manager David Miller discussed issues related to a planned roundabout at Central Drive and Cheek Sparger. The City recently received 95% of the plans from the City of Colleyville and there are issues that need to be worked through as they did not contact Bedford before the design. In 1996, the Council passed an ordinance creating a greenbelt on the south side of Cheek Sparger, which means the City gave up vehicular travel rights on the right-of-way. This was in response to the County wanting to expand Cheek Sparger as a thoroughfare. Colleyville cannot put a roundabout in as it encroaches on 208 square feet of the greenbelt. There are also issues with a tree in that area. The lane widths are not wide enough for fire trucks to make a radius turn so it has been designed with a mountable curb. In regards to it being a traffic control device, the City's traffic engineers were sent Colleyville's traffic study and they have agreed that it is viable. In order to get around the issue with the greenbelt, the City would either have to buy the land from the property owner or take it through eminent domain. Colleyville has stated they would take the right hand turn lane out of the design, which is unacceptable to the City. The roundabout cannot be shifted north due to a large sewer line. A daycare center owns the land in question. There was discussion on Colleyville reimbursing the City for the land; the queuing of traffic in front of the daycare; that Colleyville would have to enter into an interlocal agreement before they could do any work in the City; and the viability of the property at the southwest corner of the intersection. Council was of the consensus for staff to continue negotiations with Colleyville.

5. Discussion regarding technology improvements and FY 13/14 Capital Requests.

Ms. Griffith stated that this item is for larger capital items, including software, hardware and larger pieces of equipment that our beyond the City's capability to fund in the operating budget. Gary Clopton of the Information Services Department presented information regarding two hardware supplementals. One is for the replacement of Mobile Data Computers (MDCs) in law enforcement vehicles and the other is for regular computer replacement. After April 8, 2014, there will be issues with Windows XP Pro related to peripherals and security. With the MDCs, there are statutory concerns in that the Department of Justice has a policy whereby computers are required to be "patchable", meaning that the operating system receives periodic security updates. There would be dangers of losing connectivity to databases. The current MDCs are approximately five years old. The Department tried but failed to install Windows 7 on the current MDCs. In regards to staff PCs, they have identified 142 computers that need to be replaced. They received notice from the audit company regarding being diligent on getting computers patched. Overall, the City has 457 computers, including 60 at the Library and the Council laptops. Staff has been utilizing attrition replacement and 88 computers have been replaced with Windows 7 compatible computers. They did contact the manufacturer to see if they could utilize Windows 7 but they could not as they were older computers. Staff would still be utilizing Lenovo. Council was of the consensus to move forward with including these supplemental as part of the budget process.

Administrative Services Director Cliff Blackwell presented information on a software upgrade through New World Technologies. He stated that last year, staff presented a quote of \$438,000 and this year the quote is \$552,000. The difference is that last year's quote included a site demonstration discount and that staff has been looking at additional upgrades. There was discussion regarding statements from the auditors regarding risks associated with fraud and limits to the current software due to compartmentalization; issues related to the upgrade of New World software at the Police Department; utilizing the software for Code Enforcement tracking and customizing reports; that the current system is maintained by an independent contractor; upgrades to the Emergency Operations Center; the ability to put more information on the water bill; and that it is easier to convert from New World software to New World software. There was further discussion on that future costs would go up to \$96,000 a year and

staff was asked to provide that information during budget discussions. Council was of the consensus to move forward with including this supplemental as part of the budget process.

Fire Chief James Tindell presented information on the trunk radio system upgrade. In May of 2012, Council approved \$1.13M for the upgrade. They entered into a lease agreement with Motorola for a one-time payment, which would be due in December of 2013, or seven payments of \$177,000. The design review is complete and drawings have been submitted. Projects to be completed include upgrading of the electrical system at the Police Department, flash upgrades to the existing radios, and installation of new equipment at Dispatch. The system will cut over from analog to digital in December of 2013 and the first lease payment is due on December 1. Final acceptance of the new system will occur from January through May of 2014. With the portable radios, there were savings of approximately \$150,000 from the bonds and there will be a grant in the amount of \$40,000 from Tarrant County, which may help offset some of the costs. Council was of the consensus to move forward with the seven year lease or another less costly financing option.

Chief Tindell presented information on the replacement of a 16 year old pumper. After the opening of Station 3, all new equipment was purchased and they have to be replaced in the same sequence the stations were opened. The pumper is currently used as a reserve. The first-out pumper is 13 years old. It is recommended that a vehicle run for 10 years, be put in reserve for five years and then be put out of service. The 2000 pumper has 75,323 miles and 10,331 hours for an hour equivalency of 413,240. Repairs to the pumpers include the rear wheel axles, brakes, cab lift cylinders, leaf springs, tie rods, the electrical generator, turbos, and fuel injectors. It has cost \$61,000 to maintain these pumpers, which accounts for 30% of the Fire Department's maintenance budget. There was discussion on usage of first run and reserve units; that the left over unit would be put up for auction; that the Department had 7,000 calls the previous year; the different types of vehicles including pumpers/engines and aerial ladder trucks; and that reserve units are held at Station 1. There was further discussion regarding the Vehicle Replacement Fund including that the last truck was purchased from reserve funds, that the Fund is not built up enough to buy a fire truck and that it currently has approximately \$100,000 in it. Council was of the consensus to move forward with including this supplemental as part of the budget process.

6. Discussion regarding Automated Meter Reading.

Council was of the consensus to discuss this item at a future Council Work Session.

7. Discussion regarding texting during Council meetings.

Mayor Griffin stated that citizen complaints have been received regarding Council Members texting or using the internet during meetings and that they lack decorum. Council was of the consensus for the Mayor to make an announcement during his opening comments at the beginning of the Council meetings regarding turning off of cell phones.

8. Discussion regarding Council Calendars.

Council was of the consensus to discuss this item at the Council Work Session on July 9.

9. Discussion regarding joint meetings with Boards and Commissions.

Council discussed having Board and Commission chairpersons make presentations during Council work sessions or to set up individual meetings with the Boards and Commissions. Council was of the consensus to move forward on individual meetings with the Boards and Commissions.

10. Discussion regarding highway infrastructure costs and Bedford/Colleyville Fire Station.

***Items requested by Councilmember Nolan

Councilmember Nolan requested this item be placed on the agenda for discussion. She stated that in a year and a half, the City would owe Bluebonnet Construction \$2.2M for utility relocation and that there needed to be discussion regarding funding. There was discussion that funds have been set aside and that the fund is up to \$1.5M, which comes out of the Water and Sewer operating budget.

Ms. Nolan discussed the end of the agreement with Colleyville on the joint Fire Station and that there needed to be discussion regarding funding and keeping the station open. There was discussion that there have been talks on the staff level looking at alternatives; that the last payment from Colleyville would be in September of 2015; that the impact would be a penny on the tax rate if the City chose to absorb the costs; and reducing costs or shifting funds. There was further discussion regarding the history of the Station and the contract with Colleyville; the impact of closing the station on the City's residents; that 30% of the total activity in the City comes from that Station; the City's ISO rating; that having the Station open allows the City to have adequate manpower for a significant fire in the City; and opportunities to look at City-wide expense modules.

ADJOURNMENT

Mayor Griffin adjourned the meeting at 10:36 p.m.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Work Session at 5:45 p.m. in the Conference Room, Work Session at 6:00 p.m. and Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 25th day of June, 2013 with the following members present:

Jim Griffin
Michael Boyter
Chris Brown
Ray Champney
Patricia Nolan

Mayor
Council Members

constituting a quorum.

Council Members Davisson and Turner were absent from the meeting.

Staff present included:

Beverly Griffith
Stan Lowry
Michael Wells
Les Hawkins
Tom Hoover
Jackie Reyff

City Manager
City Attorney
City Secretary
Deputy Police Chief
Public Works Director
Planning Manager

CONFERENCE ROOM WORK SESSION 5:45 p.m.

Mayor Griffin called the Work Session to order at 5:48 p.m.

- **Interview for appointment to the Community Affairs Commission.**

Council conducted an interview for an appointment to the Community Affairs Commission.

Council adjourned from the Work Session at 5:56 p.m.

WORK SESSION

- **Staff presentation on West Nile Education.**

Public Works Director Tom Hoover presented information on West Nile Education. He stated that this issue is very serious business year round at the Public Works Department. They kickoff off in March and coordinate with the County on where and how often to trap. They have four stationary traps and one mobile trap that is moved based on citizen complaints. Gutters are a great spot for mosquitoes due to the moisture and leaves. The Department raises fish that eat mosquitoes in a retention pond, which are then taken to locations with standing water. The Department also uses larvacides starting in April; however, they do not utilize adulticide or fogging. Cocoa bear oil can be used to provide sheen on the water's surface to drown larvae. They also utilize natural AR G-30 that can be blown into trees and grass around festival times. They do not use it every time due to the expense. The Department has held presentations at the Library and the Senior Center, which include handing out home inspection checklists. They do not try to go to every house but will meet with HOAs or blocks. He presented handouts that are given to children and spoke about a website which has "mosquito mania". He also presented the schedule for using larvacide from March through October. During the offseason, they mow the creeks and get rid of areas that could become mosquito habitats in the future. He spoke about

weekly reports from the County, which have all come back negative. The County tests for both the West Nile Virus and the West Nile Fever. There has been one positive test for West Nile Fever in Fort Worth. He displayed a picture of the kayak the Department utilizes to reach standing water in culverts. Based on questions from Council, he stated that they will continue to do presentations including working with the Library for the children's reading program this summer; they will continue to give citizens and the Council updates; that they are not currently budgeting for fogging; that there were 11 or 12 cases of West Nile in the City and over 200 in the County the previous year; that this year they are reporting sooner to the County and they have increased the number of traps; that residents should contact the Department if they see a dead bird as that can be a sign of West Nile; and that the report showing that Brook Hollow Park and Harwood Road not being tested has to do with their testing schedule.

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

Council discussed approving the following items by consent: 2, 3, 4, 5 and 6.

Mr. Hoover presented information regarding Item #4. He stated that in early May, there was a traffic accident where a vehicle hit the railing on the east side of northbound Forest Ridge just north of City Hall. Barricades have been placed to protect the traveling public. It is recommended that something more substantial be installed, which would be a TxDOT combination rail and traffic control device. Two bids were received with Rebcom being the lowest. TML is looking at reimbursing the City and that there is a \$1,000 deductible. They are currently renting the barricades, which are not strong enough that if anybody hits them at full speed, they could go into the creek. There was discussion on replacing the railing on the opposite side with the same type of rail by either rejecting the current bids and rebidding or during the upcoming budget process; that there is no idea who hit the railing; and economies of scale of doing both together, which may be offset by the rental costs of the barricades. Council was of the consensus to move this item to the regular session so staff can present Council with what the railing would look like.

City Manager Beverly Griffith presented information regarding Item #5. She stated that at Council's direction, staff put out for bid the sale of the City-owned, residentially-zoned property at 2701 Brasher Lane. No bids were received the first time it was put out for bid. The second time, one bid was received that came in less than the appraised value. In consultation with the City Attorney, it was stated the City could counteroffer for the higher number as there was only the one bid. The sole bidder did come back with the TAD appraised value of \$9,000. In regards to recent talks about the impact of improvements in the area, she stated that this property does have frontage on Asher Lane and Brasher Lane is on the side; that it is the only lot in the area that is currently accessible; and that it is zoned residential.

Planning Manager Jacquelyn Reyff and Deputy Police Chief Les Hawkins presented information regarding Item #3. Ms. Reyff stated that the permit fee for mobile food units goes along with the ordinance approved by Council back in March. Staff is recommending a one-time per calendar year fee of \$400 and a one day fee of \$100. These levels were set by benchmarking surrounding cities and the \$100 one day fee is the same as for a special even permit. Deputy Chief Hawkins stated that during the Council meeting in January when the Animal Control Ordinance was revised, there was discussion on the requirement that dogs and cats be spayed or neutered and have a rabies vaccination at the time of adoption. Staff had discussions with a veterinarian clinic that offered low cost spaying and neutering services. The fees are based on what the clinic and surrounding cities charge. There are also fees associated with multiple-pet permitting and permit eligible/non-domestic animals, which previously had been charged but not included in the Fee Ordinance. Finally, the fee for dangerous dog registrations is in the body of the ordinance passed in January as it is mandated by state law. Based on a request from Council regarding dropping the fees if the Shelter became a certain percent full in order to encourage adoption, he stated that the ordinance does give the Police Chief discretion on dropping fees for certain events. There was discussion on the ownership of the clinic, that staff had met with them in January, and that they were still good with the prices and did not anticipate raising them in the near future.

Mayor Griffin adjourned the Work Session at 6:32 p.m.

REGULAR SESSION 6:30 P.M.

The Regular Session began at 6:38 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Griffin called the meeting to order. He stated that Council Members Davisson and Turner were on vacation.

INVOCATION (Pastor Jim Pack, CityLife Church)

Pastor Jim Pack of CityLife Church gave the invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

OPEN FORUM

Nobody chose to speak under Open Forum.

CONSIDER APPROVAL OF ITEMS BY CONSENT

Motioned by Councilmember Champney, seconded by Councilmember Brown, to approve the following items by consent: 2, 3, 5 and 6

Motion approved 5-0-0. Mayor Griffin declared the motion carried.

COUNCIL RECOGNITION

1. Employee Service Recognition.

The following employee received recognition for dedicated service and commitment to the City of Bedford:

Robyn Selvidge, Police Department – 15 years of service

APPROVAL OF THE MINUTES

2. Consider approval of the following City Council minutes:

a) June 11, 2013 regular meeting

This item was approved by consent.

NEW BUSINESS

3. Consider an ordinance amending the City of Bedford Code of Ordinances Appendix A, Schedule of Fees, by updating fees imposed by the City for the adoption of animals and the issuance of licenses and permits, containing a savings clause; repealing all ordinances in conflict herewith; and providing for an effective date.

This item was approved by consent.

4. Consider a resolution authorizing the City Manager to enter into a contract with Rebcon, Inc. for the replacement of 57 linear feet of bridge railing at 2200 Forest Ridge Drive in the amount of \$19,202.80.

Mr. Hoover stated that, as discussed during the Work Session, the bridge railing was severely damaged by an automobile. They are currently using rented barricades since that time to keep people safe. They

received two quotes to install a TxDOT Rail Type C221 Combination Rail with a 32-inch high concrete wall and a single guardrail, which would be bolted into the bridge. Council was of the consensus to have the replacement of the railing on the other side of the bridge as part of the upcoming budget process.

Motioned by Councilmember Champney, seconded by Councilmember Brown, to approve a resolution authorizing the City Manager to enter into a contract with Rebcon, Inc. for the replacement of 57 linear feet of bridge railing at 2200 Forest Ridge Drive in the amount of \$19,202.80.

Motion approved 5-0-0. Mayor Griffin declared the motion carried.

5. Consider a resolution of the City Council of the City of Bedford, Texas, awarding the bid for the sale of property located at 2401 Brasher Lane, Bedford, Texas to Richard McLarty.

This item was approved by consent.

6. Consider a resolution appointing a member to the Community Affairs Commission.

This item was approved by consent.

7. Discussion and action regarding the appointment of the Mayor Pro Tem and Board and Commission Liaisons to include discussion regarding the role of the Council liaison.

Existing liaisons remained appointed to Boards and Commissions as listed below without notation and newly appointed positions and liaisons that were appointed are underlined.

Animal Shelter Advisory Board: Councilmember Boyter

Beautification Commission: Councilmember Turner

Community Affairs Commission: Councilmember Boyter

Cultural Commission: Councilmember Nolan

Hotel/Motel Association: Councilmember Nolan

Library Board: Councilmember Davisson

NCTCOG/RTC: Councilmember Boyter

Parks and Recreation Board: Councilmember Davisson

Senior Citizen Advisory Board: Councilmember Turner

Teen Court Advisory Board: Councilmember Champney

Trinity River Authority: Councilmember Boyter

Audit Committee: Mayor Griffin, Councilmember Brown, and Councilmember Turner

Industrial Development Authority: Mayor Griffin, Councilmember Davisson, Councilmember Champney

Economic Development Foundation: Mayor Griffin

Street Improvement Economic Development Corporation: Councilmember Brown, Councilmember Turner, Councilmember Nolan and Councilmember Davisson

Investment Committee: Councilmember Turner

Health Facilities Development Corporation: Councilmember Turner, Councilmember Brown and Councilmember Boyter

Council was of the consensus to appoint Councilmember Brown as Mayor Pro Tem.

Motioned by Councilmember Brown, seconded by Councilmember Nolan, to approve the Council Liaisons and the Mayor Pro Tem as listed.

Motion approved 5-0-0. Mayor Griffin declared the motion carried.

There was discussion regarding the Council holding joint work sessions with the Boards and Commissions and ultimately having them make presentations to Council on what they are working on.

8. Report on most recent meeting of the following Boards and Commissions:

✓ Beautification Commission – Councilmember Turner

Mayor Griffin discussed that vegetables continue to be harvested from the Council and Beautification beds at the Community Garden and another five pounds of vegetables have been turned in to the Food Pantry.

✓ Community Affairs Commission - Councilmember Boyter

Councilmember Boyter reported on a special work session of the Commission and stated they are such a diverse group that has challenged themselves to connect with the residents and businesses. They are devoted in trying to communicate with the citizenry and they are focusing on narrowing down what they want to get accomplished as it complies with their mission statement. He asked that Council meet with the Commission sooner rather than later to help mold and define where they are to go from here.

✓ Cultural Commission - Councilmember Nolan

Councilmember Nolan reported on the Arts Talk from June 10, which was well attended and that staff went beyond the call of duty to get as many people to the event as possible. They heard from a number of people in the City involved in the arts and who want to have a more robust arts community. They are in the process of getting people connected and they received great feedback.

✓ Library Board – Councilmember Brown

Councilmember Brown reported that the Board met last Wednesday and they discussed lowering the fines for late DVDs, which the Council may see at a future point. They will be parking cars at the Library all day long during 4thFest as part of a fundraiser. Those interested in volunteering can contact himself, Councilmember Davisson or Library Manager Maria Redburn. The meeting for the month of July was cancelled so the next meeting will be in August.

✓ Parks & Recreation Board - Councilmember Davisson

No report was given.

✓ Senior Citizen Advisory Board - Councilmember Turner

No report was given.

9. Council member reports

Mayor Griffin reported on attending the Bedford Amateur Radio Club field day at the Law Enforcement Center, which was held from 1:00 p.m. Saturday through 1:00 p.m. Sunday. The group tries to contact other radio groups around the country. Their goal was to contact all 50 states and Canada. They made contact with Hawaii while he was there. He discussed a “friends of the park” project, which had a meeting last week but was not very well attended. Information regarding this project was handed out at the Splash Anniversary party and a flyer will be handed out during 4thFest. Their next meeting will be July 10.

10. City Manager/Staff Reports

City Manager Beverly Griffith reported on the Heritage Photo Expose, which will be held Thursday at the Old Bedford School. There will be a wonderful array of photos showing what Bedford looked like going back to the 1950s. The annual 4thFest will be held on July 4 at the Boys Ranch Park. The City has been holding this event for over 30 years. There will be activities such as performances at Onstage, the InflataFun area, live music, a children’s comedy show, a classic car show, a photography exhibit and a salute to the soldiers capped off with a fireworks show. For further details, people can visit the City’s website at www.bedfordtx.gov.

She stated that staff has been working for several months on developing an ordinance that would specify the parameters for group and community homes. The Planning and Zoning Commission will be meeting in executive session on Thursday with the City Attorney to educate them on some of the issues for regulating these types of homes. The Commission will hold a public hearing to receive citizen input on July 11. If it does not get tabled, it would go to Council for a public hearing on August 13. During the discussion on the Highway 183 Overlay District, there was talk about additional changes to the Zoning Ordinance regarding the definition of parcel and how it affects shopping centers. The Commission will be holding a public hearing on this issue on July 25.

Ms. Griffith stated that the City has received the gold level designation for the Texas Comptroller's Office Leadership Circle Award, which is awarded to those entities that set the bar for financial transparency. She congratulated the Finance Department and Budget Analyst Megan Jakubik for their work on getting the designation.

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

No Executive Session was held.

ADJOURNMENT

Mayor Griffin adjourned the meeting at 7:09 p.m.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary



Council Agenda Background

PRESENTER: See below

DATE: 07/09/13

Persons to be Heard

ITEM:

- a) Andy Sioco, 145 Ravenswood Drive and Salvatore Caruso, 148 Ravenswood Drive, Bedford, Texas – Requested to speak to the Council regarding lowering the speed limit on Ravenswood Drive/Russell Street from 30 MPH to 20 MPH for safety concerns.

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

Letter of Request

Reed

JUL 01 2013

To: City Council

FROM: ANDY SIOCO, SALVATORE CAIUSO

DATE: July 1, 2013

WE WOULD LIKE TO BE PUT ON THE
CITY COUNCIL AGENDA FOR THE JULY 9TH, 2013
MEETING.

WE ARE APPEALING TO THE COUNCIL TO
LOWER THE SPEED LIMIT ON RAVENSWOOD/
RUSSELL ST. FROM ITS CURRENT 30 MPH.
TO 20 MPH. FOR SAFETY CONCERNS.

WE THANK YOU FOR
YOUR CONSIDERATION
ON THIS MATTER.

A. Sioco

ANDY SIOCO
145 RAVENSWOOD DR.

S. Caiuso

SALVATORE CAIUSO
148 RAVENSWOOD DR.
817-229-1382



Council Agenda Background

PRESENTER: Jill McAdams, *SPHR*
Human Resources Director

DATE: 07/09/13

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, 2013. 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:

N/A

ATTACHMENTS:

Resolution
Summary Plan Document-Premium Only Section
125 Plan

RESOLUTION NO. 13-

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 Council of Bedford, Texas 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, 2013; 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, Texas, 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 9th day of July 2013, 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



The City of Bedford Premium Only Section 125 Plan

Summary Plan Description
Effective January 1, 1989; Amended October 1, 2012

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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 must 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 Medicaid, 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 not 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 manages 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 DEPENDENT 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.



Council Agenda Background

PRESENTER:

Jill McAdams, SPHR
Human Resources Director
Lisa Mizell, Principal
Benefits Seminar Plus

DATE: 07/09/13

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 and dental insurance benefits with CIGNA.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The City's contracts for employee health and dental insurance with CIGNA expire on September 30, 2013. 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 2013. Bidding organizations were asked to provide a bid for a minimum of a 12-month contract period with an expiration date of September 30, 2014.

The City of Bedford contracted (for the seventh consecutive year) with CIGNA Healthcare in October of 2012. This contract was for 12 months. Staff began the insurance renewal process in March 2013. During the 2013 bidding process, a total of six health insurance carriers were contacted. Of the six, four provided bids, including CIGNA, our current carrier. The CIGNA bid included a \$12,000 stipend for the Employee Wellness Program. Aetna, Blue Cross Blue Shield (BCBS) and United Health Care were the other three carriers providing a quote. Humana 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 13% over our current rate; however, after negotiations by Benefits Seminar Plus, the final renewal came in at 4.59% (\$78,708) over the current rate. Exhibit "A" details the medical insurance quotes received by Benefits Seminar Plus. As explained in this exhibit, the Aetna bid came in the lowest at .89% (\$15,276) over the current rate and BSBC and United Healthcare came in at 5.78% (\$99,169) and 21.92% (\$376,002) over current rates respectively.

It should be noted that under the Affordable Healthcare Act, employers will be taxed by the state and federal government for health insurance premiums beginning in January 2014. The CIGNA bid is inclusive of both the federal and the state taxes while the Aetna bid is inclusive of only the federal tax.

Although Aetna was the lowest bidder, Staff recommends renewing the medical contract with CIGNA for the following reasons:

- CIGNA continues to be the only insurance carrier that provides preventative generic medications (cholesterol, diabetes, high blood pressure, etc.) for plan participants at no cost. Currently there is a very high generic utilization across the plan in these drug categories.
- CIGNA's bid included the state and federal taxes mandated under the Affordable Care Act. At this time the exact amount of the taxes have not been published by either the state or federal governments. Combined taxes are estimated to be around 4%. Some carriers (that did not include the taxes in bids) will start charging employers this tax in January 2014.
- Aetna's bid is based on an immature plan year. As a new carrier, Aetna realizes that CIGNA

will continue to pay claims in October and November that were incurred prior to October 1. In other words, Aetna is pricing for a short plan year. Next year Aetna's price will probably be adjusted to reflect a complete 12 months of claims (including run off claims), as a mature plan year.

- It is very disruptive to employees to have to change insurance carriers because many times there will be different doctors on the new plan and employees will have to change physicians. Also with a new insurance company there are different drug formulary lists and many times participants cannot get their medication at the same level of coverage or they may be required to participate in step therapy before being authorized their medication by the insurance company.
- The Kaner Medical Group (that provides clinic services) is familiar with the CIGNA plan and as a result prescribes generic medication whenever possible and works with referrals within the CIGNA network. Changing medical insurance carriers would require an extensive amount of re-education with Kaner providers to work within the new insurance network of physicians and drug formulary lists.

The City's contract with CIGNA for employee dental insurance also expires on September 30, 2013. Bids were received in May 2013. Bidding organizations were asked to provide a bid for a minimum of a 12-month contract period with an expiration date of September 30, 2014. 18 carriers were contacted and, of those, 13 submitted a bid, of which two were competitive. The competitive bids were from MetLife and CIGNA. Originally the CIGNA renewal bid was 11% over the current rate and MetLife was 10% over the current rate. Our benefits consultants went back to CIGNA and secured a matched rate (with MetLife) of 10% over the current rate. The detailed information can be found in Exhibit B. Since CIGNA matched MetLife's lower bid and CIGNA continues to provide excellent customer service to employees, staff recommends staying with CIGNA.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contractual agreement for employee health and dental insurance benefits with CIGNA.

FISCAL IMPACT:

The proposed budget for FY 2013/2014 will include funding for health and dental insurance.

ATTACHMENTS:

Resolution
Exhibit "A" Health Insurance Comparison 2013
Exhibit "B" Dental Comparison 2013

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACTUAL AGREEMENT FOR EMPLOYEE HEALTH AND DENTAL INSURANCE BENEFITS WITH CIGNA.

WHEREAS, the City of Bedford provides medical and dental insurance benefits for all eligible employees; and,

WHEREAS, the current contracts for medical and dental insurance benefits will expire on September 30, 2013; and,

WHEREAS, the City of Bedford has received bids for medical and dental insurance benefits and has evaluated all options; and,

WHEREAS, the City Council of Bedford, Texas has determined that CIGNA should provide the City's employee medical dental insurance.

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, 2013 to September 30, 2014.

SECTION 2. That the City Council does hereby authorize the City Manager to enter into a contractual agreement with CIGNA for provision of employee dental insurance benefits for the period of October 1, 2013 to September 30, 2014.

PASSED AND APPROVED this 9th day of July 2013, 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

City of Bedford Health Insurance Comparison 2013

	A	B	C	F	G	H	I	J	K	L	M
1		CIGNA Current		CIGNA Revised*		Aetna Revised*		BCBS Revised		United Healthcare*	
2		Base	Buy Up	Base	Buy Up	Base	Buy Up	Base	Buy Up	Base	Buy Up
3	Plan Type	HSA	HSA	HSA	HSA	HSA	HSA	HSA	HSA	HSA	HSA
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%/60%	80%/60%
11	Office Visit Co-pay	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
12	Lab and X-ray	SAAOI	SAAOI	SAAOI	SAAOI	SAAOI	SAAOI	SAAOI	SAAOI	SAAOI	SAAOI
13	At Facility	SAAOI	SAAOI	SAAOI	SAAOI	SAAOI	SAAOI	SAAOI	SAAOI	SAAOI	SAAOI
14	Inpatient Hospital	SAAOI	SAAOI	SAAOI	SAAOI	SAAOI	SAAOI	SAAOI	SAAOI	SAAOI	SAAOI
15	Outpatient Services	SAAOI	SAAOI	SAAOI	SAAOI	SAAOI	SAAOI	SAAOI	SAAOI	SAAOI	SAAOI
16	Emergency Room Co-pay	SAAOI	SAAOI	SAAOI	SAAOI	SAAOI	SAAOI	SAAOI	SAAOI	SAAOI	SAAOI
17	Prescription Drugs:										
18	Generic	30%	30%	30%	30%	30%	30%	20%	20%	\$10	\$10
19	Generic Preventatives at 0%	Yes	Yes	Yes	Yes	No	No	No	No	No	No
20	Name brand	40%	40%	40%	40%	30%	30%	20%	20%	\$35	\$35
21	Non-formulary	50%	50%	50%	50%	50%	50%	20%	20%	\$60	\$60
22	Wellness			\$12,000		\$10,000 + Bio + Risk		Bio + Well on Target			
23	Network	Cigna OAP	Cigna OAP	Cigna OAP	Cigna OAP	Aetna	Aetna	BCBS	BCBS	UHC	UHC
24	Website	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
25	MONTHLY Premium										
26	Employee 133 / 26	\$366.03	\$415.55	\$380.31	\$433.84	\$368.85	\$418.75	\$384.33	\$436.33	\$435.35	\$494.71
27	Employee + Spouse 17 / 7	\$746.69	\$847.74	\$775.81	\$885.04	\$752.44	\$854.24	\$784.02	\$890.13	\$888.13	\$1,009.23
28	Employee + Child(ren) 43 / 2	\$710.07	\$806.17	\$737.76	\$841.64	\$715.54	\$812.35	\$745.57	\$846.48	\$844.58	\$959.74
29	Employee + Family 43 / 3	\$1,185.89	\$1,346.40	\$1,232.14	\$1,405.64	\$1,195.03	\$1,356.70	\$1,245.18	\$1,413.72	\$1,410.55	\$1,602.88
30	MONTHLY Employee Cost										
31	Employee 133 / 26	\$0.00	\$44.74	\$0.00	\$44.74	\$0.00	\$44.74	\$0.00	\$44.74	\$0.00	\$44.74
32	Employee + Spouse 17 / 7	\$140.58	\$231.88	\$140.58	\$231.88	\$140.58	\$231.88	\$140.58	\$231.88	\$140.58	\$231.88
33	Employee + Child(ren) 43 / 2	\$89.88	\$176.70	\$89.88	\$176.70	\$89.88	\$176.70	\$89.88	\$176.70	\$89.88	\$176.70
34	Employee + Family 43 / 3	\$272.78	\$417.78	\$272.78	\$417.78	\$272.78	\$417.78	\$272.78	\$417.78	\$272.78	\$417.78
35	Total Annual	\$1,983,504		\$2,062,212		\$1,998,780		\$2,082,673		\$2,359,506	
36	Minus Current Ee Contributions	\$268,529		\$268,529		\$268,529		\$268,529		\$268,529	
37	City Paid Portion	\$1,714,976		\$1,793,684		\$1,730,252		\$1,814,145		\$2,090,978	
38	Total Increase to the City			\$78,708		\$15,276		\$99,169		\$376,002	
39	ACA Taxes included*			4.59%		0.89%		5.78%		21.92%	

City of Bedford Dental Comparison 2013

	A	B	C	D	E	F	G	H	I
1	Provider	CIGNA Freedom of Choice Current		CIGNA Freedom of Choice Renewal		CIGNA Freedom of Choice Revised Renewal		MetLife Dual Option	
2	Plan	PPO	DMO	PPO	DMO	PPO	DMO	PPO	DMO
3	Must use Network	No	Yes	No	Yes	No	Yes	No	Yes
4	Must pick Dentist	No	Yes	No	Yes	No	Yes	No	Yes
5	Maximum Annual Benefit	\$1,500	Unlimited	\$1,500	Unlimited	\$1,500	Unlimited	\$1,500	Unlimited
6	Deductible	\$50	\$0	\$50	\$0	\$50	\$0	\$50	\$0
7	Family	\$150	\$0	\$150	\$0	\$150	\$0	\$150	\$0
8	Preventive	100%	\$5	100%	\$5	100%	\$5	100%	\$5
9	Definition of Cleanings	2 per year	2 per year	2 per year	2 per year	2 per year	2 per year	2 per year	2 per year
10	Cleanings	100%	100%	100%	100%	100%	100%	100%	100%
11	X-rays	100%	100%	100%	100%	100%	100%	100%	100%
12	Oral Evalutaion	100%	100%	100%	100%	100%	100%	100%	100%
13	Basic	80%	Copays	80%	Copays	80%	Copays	80%	Copays
14	Fillings	80%	\$0	80%	\$0	80%	\$0	80%	\$12-30
15	Includes endo + perio	Yes	NA	Yes	NA	Yes	NA	Yes	NA
16	Major	60%	Copays	60%	Copays	60%	Copays	60%	Copays
17	Crown	60%	\$390-480	60%	\$390-480	60%	\$390-480	60%	\$290+Lab
18	Wait for timely new hires	None	None	None	None	None	None	None	None
19	Late Adds	OE no wait	NA	OE no wait	NA	OE no wait	NA	OE no wait	NA
20	Orthodontics	50%	Copays	50%	Copays	50%	Copays	50%	Copays
21	Deductible	Combined	\$0	Combined	\$0	Combined	\$0	\$0	\$0
22	Adult coverage	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes
23	Child treatment (Lifetime)	\$1,500	\$1,872	\$1,500	\$1,872	\$1,500	\$1,872	\$1,500	\$2,095
24	Adult treatment (Lifetime)	\$1,500	\$2,184	\$1,500	\$2,184	\$1,500	\$2,184	NA	\$2,095
25	Waiting period	None	None	None	None	None	None	None	None
26	Network	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
27	% of usual + customary OON	90%	NA	90%	NA	90%	NA	90%	NA
28	Rate guarantee	To 10/1/13		12 months		12 months		12 months	
29	Premium: PPO/DMO (Totals)								
30	Employee 287/38 (325)	\$26.36		\$28.66		\$28.50		\$30.80	\$9.94
31	Spouse or 1 Child 61/11 (72)	\$17.01		\$18.68		\$18.60		\$19.88	\$8.96
32	2 or more dependents 89/9 (98)	\$61.08		\$66.34		\$65.98		\$71.38	\$20.87
33	Total Emp Premium	\$102,804.00		\$111,774.00		\$111,150.00		\$106,075.20	\$4,532.64
34	Total +1 Dep	\$14,696.64		\$16,139.52		\$16,070.40		\$14,552.16	\$1,182.72
35	Total +2 Dep (or more)	\$71,830.08		\$78,015.84		\$77,592.48		\$76,233.84	\$2,253.96
36	Total Annual Premium	\$189,330.72		\$205,929.36		\$204,812.88		\$196,861.20	\$7,969.32
37	Total Annual Premium	\$189,330.72		\$205,929.36		\$204,812.88		\$204,830.52	
38	Total Annual Cost to Employees	\$38,529.84		\$38,529.84		\$38,529.84		\$38,529.84	
39	Total Annual Cost to City	\$150,800.88		\$167,399.52		\$166,283.04		\$166,300.68	
40	Increase to City			\$16,598.64		\$15,482.16		\$15,499.80	
41	% Increase to City			11%		10%		10%	

This illustration is proprietary and illustrative only. Please refer to contracts, benefit summaries and proposals for policy benefits, exclusions and limitations.



Council Agenda Background

PRESENTER: James Tindell, Fire Chief

DATE: 07/09/2013

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

ITEM:

Consider a resolution authorizing the City Manager to enter into a one-year contract with Connect-CTY, to provide a mass notification system for the City of Bedford in the amount of \$35,518.93.

City Attorney Review: yes

City Manager Review: _____

DISCUSSION:

The City of Bedford initially entered into a one-year contract with DeltAlert in June of 2012. Since that time, DeltAlert has been purchased by CodeRed. CodeRed has offered a contract that includes a base rate but limits the numbers of calls to 10,000 per year. Any use above the initial 10,000 calls will result in an additional charge per call. This limitation does not cover the minimum number of calls (16,458), needed to reach the entire city in the event of an emergency. As an example, Public Works placed three city-wide calls during the last year which equaled approximately 49,374 calls. In addition, during the last major storm event, Emergency Management placed approximately 65,832 total warning calls. Also, it should be noted that since the acquisition of DeltAlert by CodeRed, their notification system has been down on two occasions and is also more difficult to use.

Staff has done extensive research to determine the best mass notification system available at the best cost to the citizens and has made a determination that Blackboard Connect, frequently known as Connect-CTY, would benefit the citizens of Bedford better than any other product currently available. Blackboard Connect not only offers an exceptional emergency notification system, it can also be utilized for pre-court reminders and court collections which could result in an increase in revenue from increased appearances and outstanding warrants. Blackboard Connect can also be utilized for items such as: water outages; street closures; citizen surveys; billing reminders; late payment notices; cut off notices (an approximate \$10,000/year savings in postage); notifying citizens about community updates; interacting with tourists traveling to or through our community through a smart phone app; and notifying and reminding residents of scheduled road maintenance and changes to schedules such as trash pickup times.

After comparing CodeRed and Blackboard Connect, it was determined that Blackboard Connect would ultimately be the most cost effective method for mass notification.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a one-year contract with Connect-CTY, to provide a mass notification system for the City of Bedford in the amount of \$35,518.93.

FISCAL IMPACT:

Fiscal impact to the City of Bedford will be \$35,518.93.
Allocated as:

ATTACHMENTS:

Resolution
Contract

\$17,289 from the General Fund	
\$17,289 from the Water Fund	
\$1,000 from the Court Technology Fund	

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE-YEAR CONTRACT WITH CONNECT-CTY, TO PROVIDE A MASS NOTIFICATION SYSTEM FOR THE CITY OF BEDFORD IN THE AMOUNT OF \$35,518.93.

WHEREAS, the City Council of Bedford, Texas has determined the necessity to have a mass notification system; and,

WHEREAS, the City Council of Bedford, Texas has determined the contractual agreement to be awarded to Connect-CTY.

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

SECTION 1. That the City Council hereby authorizes the City Manager to enter into a one-year contract with Connect-CTY to provide a mass notification system for the City of Bedford.

PASSED AND APPROVED this 9th day of July 2013, 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

Connect-CTY[®] Services for Local Government

1. **CTY Service.** The CTY Service will include the following features:
 - a. **Unlimited Messaging; Remote Launching Capability.** Unlimited any-time messages throughout the Term, enabling the Order Activity to communicate with residents and businesses within its jurisdiction, and access and use of the CTY Service from anywhere in the U.S. via an Internet connection and/or a phone.
 - b. **Database.** BCI will provide the Order Activity with one (1) phone number per physical address to the extent that such numbers are available ("**BCI Data**"). The Order Activity may provide up to two (2) phone numbers and two (2) email addresses per Recipient (**the "Order Activity Data"**), provided, that, for business Recipients, the secondary phone numbers must not tie up more than one phone line of a multi-line business. The Order Activity Data, the BCI Data, and the data input by individuals via the CTY Web Portal, may hereinafter be collectively referred to as the "**Recipient Data**".
 - c. **Training, Order Activity Support, Maintenance.** Training to educate all Users on how to send messages, receive reports, and other aspects of the operation of the CTY Service. BCI will also provide the Order Activity with unlimited maintenance and support (Order Activity care and technical support), on a twenty-four (24) hour, seven (7) days a week basis, throughout the life time of the Order activity. The Order Activity will designate qualified personnel to act as liaisons between the Order Activity and BCI respecting technical, administrative and content matters, and providing accurate and current contact information.
 - d. **Geographic Information System (GIS) Mapping.** A geo-based mapping system that allows a Order Activity-user to create specific call lists for certain areas of the Order Activity's jurisdiction using criteria such as radius, street, zip code.
 - e. **CTY Web Portal.** A Web interface that enables residents and businesses to update or add to their contact (telephone and email address) information electronically at no charge ("**CTY Web Portal**"). BCI grants to Order Activity a limited non-exclusive, worldwide, royalty-free license to place a digital image of the BCI **Connect-CTY** Sign-up Logo, which will be presented to Order Activity (the "**Image**"), on an appropriate page of the Order Activity's Internet site, located at http://www._____ ("**Order Activity Site**"), with a hyperlink to BCI's CTY Web Portal site (the, "**Link**") at https://portal.blackboardconnectcty.com/_____ (the "**CTY Web Portal**"). The Order Activity agrees not to use any other trademark or service mark in connection with the Image without the prior written approval of BCI. The sole purpose of the Link is to provide intended Recipients with quick access to the CTY Web Portal by transferring the user out of the Order Activity Site to the CTY Web Portal, where Intended Recipients can insert and/or update their contact information ("**Recipient Data**"). The Link may not be used in any manner to provide a user with access to the CTY Web Portal via any framing, layering or other techniques now known or hereafter developed that permit display of the CTY Web Portal with any materials posted by Order Activity or any party other than BCI. Order Activity may not allow the Image to be linked to any other web site. The Order Activity may not use the Image in any manner not permitted hereunder, modify the Image, or copy, or create a derivative work from, the "look and feel" of the Image. BCI will have the right to review all uses of the Image for quality control purposes and proper compliance with guidelines, as they may be modified from time to time. The Image and the goodwill associated therewith are valuable properties belonging to BCI and all rights thereto are and shall remain the sole and exclusive property of BCI. BCI reserves the right to modify permission to use the Image and/or the Link at any time.
2. **Term; Termination.** This Order activity will commence on the date which is the later of, the date of full execution or _____, ("**CTY Service Start Date**"), and will continue until _____, (**the, "Term"**). Notwithstanding the foregoing, if Order Activity inputs any information or other data into BCI's systems prior to the CTY Service Start Date in order to prepare for the start of the CTY Service and/or sends any messages prior to the CTY Service Start Date, the Order Activity expressly accepts that the terms and conditions of this Order activity will also apply during that earlier period.
 - f. **Termination for Convenience.** The Order Activity can terminate the Order activity for convenience on the one year anniversary of the CTY Service Start Date, and each one year

- anniversary thereafter during the Term, by giving BCI at least thirty (30) days prior written notice to terminate.
- g. **Termination with Cause.** Either party may terminate this Order activity in the event of a material breach by the other party, which breach remains uncured for thirty (30) days following written notice to the breaching party. In the event of a termination by Order Activity for an uncured material breach, the Order Activity will receive a prorated refund of monies paid but not utilized hereunder. This Order activity can be terminated immediately by BCI for non-payment.
 - h. **Effect of Termination.** In the event of termination or expiration of this Order activity, the Order Activity will: (i) immediately discontinue access to and/or use of the CTY Service under this Order activity; (ii) pay to BCI all amounts due and payable under this Order activity; and (iii) return all documentation and related training materials to BCI within a reasonable time at the Order Activity's cost. Any termination of this Order activity will not affect any rights or liabilities of either party that accrued prior to such termination. Sections 2 to 7 will survive the expiration or termination for any reason of this Order activity.
3. **Service Fee.** In consideration for the use of the CTY Service during the Term, the Order Activity will pay BCI an annual Service Fee of _____ dollars per year. The Service Fee will be invoiced upon execution of this Order activity and thereafter on an annual basis. All payments due hereunder are on net 30 terms. .
 4. **Representations and Obligations.**
 - i. **Compliance.** The Order Activity represents that the CTY Service will be used in compliance with federal, state, and privacy laws and this Order activity.
 - j. **Privacy; Security.** The Order Activity agrees to comply with the then current Acceptable Use Policy and Privacy Policy (**collectively, the "Policies"**) (which can be found at the BCI Website located at www.blackboardconnect.com ("**BCI Website**"), as amended from time to time. BCI does not rent, trade, or sell data to third parties, and will only disclose information as necessary to comply with applicable laws and government orders or to operate or maintain the CTY Service. In the event of an express conflict between the terms of the Order activity and the terms of the Policies, the terms of the Order activity will prevail. The passwords and user names (**collectively, "Account Information"**), provided by BCI are deemed *Confidential Information*. The Order Activity is responsible for knowing who has access to its applications and servers, Order Activity-side security with respect to Account Information, for activities that occur under its account, and for obtaining necessary consents from intended Recipients. The Order Activity will give staff with access to the CTY Service ("**Users**"), appropriate notice of the terms and conditions for access and use consistent with the terms herein. The Order Activity agrees to immediately notify BCI of unauthorized use or loss of Account Information or other security breach pertaining to the CTY Service, and ensure that Users exit from their accounts at the end of each session. BCI is responsible for implementing adequate security precautions for matters under its direct control.
 - k. **Transmission of Messages; Data.** The Order Activity will be responsible for the content of messages sent by Users and agrees not to send communications to a Recipient who "opts-out", i.e., who has indicated that he/she does not wish to receive a communication from the Order Activity. The Order Activity agrees to have in place primary safety and emergency response procedures in the event of an emergency (including without limitation, notifying 911 or equivalent, fire police, emergency medical, and public health, altogether, "**First Responder Services**"). The Order Activity will only use the BCI Data to contact individuals pursuant to the use of the CTY Service and is prohibited from downloading or making copies of BCI Data. Any search and on-screen display functionality is restricted to resolving incidents or assisting an individual or business entity inquiring about the use of its information pursuant to the CTY Service.
 - l. **Confidentiality.** BCI will maintain the confidentiality of the Order Activity Data unless disclosure is mandated by law. The Order Activity will maintain the confidentiality of BCI Data, the CTY Service, Account Information, training and user guides, materials identified as confidential, and the member pages of the BCI Website (**collectively, "Confidential Information"**) with the same degree of care that it uses to protect its own confidential information, but in no event less than a reasonable degree of care, provided, however, that, the

Order Activity may disclose Confidential Information to the extent required by law or in response to a written Public Records Act request. In the event that disclosure is mandated, each party will make best efforts to provide notice to the other party prior to such disclosure together with a list and copies of all documents subject to the disclosure. Either party may seek injunctive relief to prevent disclosure or seek a protective order. Upon the termination of this Order activity or the expiration of the Term, whichever is earlier, each party will return to the other the latter party's Confidential Information.

5. **Warranty.**

- a. BCI represents and warrants that the CTY Service will perform in a commercially reasonable and professional manner and will conform substantially to the description of the service as described in Section 1. BCI will use commercially reasonable efforts to assure that the CTY Service remains available for access by Order Activity on a 24/7/365 basis, excluding maintenance and events outside the reasonable control of BCI. In the event that the CTY Service fails to comply with the above warranty, the Order Activity shall promptly inform BCI of such fact, and BCI, upon receipt of such notice and at its expense, will use commercially reasonable efforts to correct any verifiable errors (by repair, replacement or re-performance) so that the CTY Service complies with such warranty as soon as possible, but not more than thirty (30) days after written notice from the Order Activity ("**Cure Period**"). In the event that such repair or replacement cannot be done within the Cure Period, then the Order Activity may invoke the remedy specified in Section 2.
 - b. **Except as specified in Section 5.a., the CTY Service is provided "AS IS" and BCI gives no warranties, express or implied, including but not limited to, the warranties of merchantability or fitness for a particular purpose, infringement, or any warranties arising from a course of dealing, course of performance, usage of the trade or trade practice. BCI does not warrant that the operation will be uninterrupted and disclaims all liability on account hereof. The Order Activity acknowledges and agrees that the CTY Service is not intended, nor designed, for use in high risk activities, or in any situation where failure of the CTY Service could lead to death, personal injury, or damage to property, or where other substantial damage could result if an error occurred. The Order Activity also acknowledges and agrees that the primary recourse of the Order Activity in the event of any actual or potential threat to person or property should be to contact such emergency services as First Responder Services and that the CTY Service is not intended to replace First Responder Services or to be used for communicating with, or replace notification to, or interoperate directly with, First Responder Services, which should have already been notified and deployed prior to using the CTY Service.**
6. **Limitation of Liability.** In no event will either Party, its officers, or employees, be liable for any indirect, punitive, reliance, special, consequential, or other similar damages of any kind or nature whatsoever, suffered by the other Party or any third party (including without limitation, business interruption, downtime, or any use of, or failure to use the CTY Service), arising out of this Order activity or the transactions contemplated hereby, even if a Party has been advised of the possibilities of such damages or should have foreseen such damages. BCI, its officers and employees will not be liable for any damages or injury with respect to the performance of the CTY Service, including, but not limited to, any failure of performance, error, omission, defect, delay, computer virus, or line failure, interruptions or disruptions in the services contemplated under this Order activity caused by or resulting from any act, omission or condition beyond BCI's reasonable control, whether or not foreseeable or identified, including but not limited to, transmission errors, or corruption or security of information carried over telecommunication lines, failure of digital transmission links, hostile network attacks or network congestion, or acts of God, labor disputes, strikes, lockouts, riots, acts of war, governmental regulations, public utilities or telecommunication providers, shortage of equipment, materials or supplies, fire, power failure, earthquakes, severe weather, floods or other natural disaster or the Order Activity's or any third party's applications, hardware, software or communications equipment or facilities, unless same results from the intentional or willful acts of BCI. Except for BCI's intentional or willful acts, under no circumstances will the aggregate liability of BCI to the Order Activity or any third party arising out of or related to this Order activity or the provision of the CTY Service, exceed the

aggregate fees paid to BCI under this Order activity during the 12 month period immediately prior to the event, act or omission giving rise to such liability, regardless of whether any action or claim is based on warranty, indemnification, contract, tort or otherwise. The existence of multiple claims will not enlarge this limit. The foregoing limitations of liability are intended to apply without regard to whether other provisions of this Order activity have been breached or have proven ineffective. Nothing contained in the foregoing limits or excludes the liability of BCI to the Order Activity for death or personal injury caused by the negligence of BCI or any other liability which cannot be excluded by law. Notwithstanding anything contained herein to the contrary, the Order Activity shall be responsible for all claims and damage resulting for misuse of the CTY Service by the Order Activity or its users including reimbursement of any expenses incurred by BCI in defending claims arising from such misuse. The Parties acknowledge and agree that the fees, limitations of liability and remedies reflect the allocation of risk between the Parties, and that Sections 5 and 6 are essential elements of the basis of the bargain between the Parties and that in its absence, the economic terms of this Order activity would be substantially different.

7. **Miscellaneous.** (a) Ownership. Order Activity acknowledges and agrees that the Confidential Information and all other materials pertaining to the use of the CTY Service are not purchased or developed with Order Activity funds. Accordingly, nothing in this Order activity grants or transfers to the Order Activity any ownership rights in the foregoing materials. Order Activity is expressly prohibited from reproducing, modifying, duplicating, copying, making derivative works, publicly displaying, or otherwise exploiting, in whole or in part, the member pages of the Confidential Information, without the express written permission of BCI's Legal Department. (b) Governing Law; Attorney Fees. This Order activity will be governed and interpreted in accordance with the governing law of the Order Activity's State. In addition to any other relief awarded, the prevailing party in any action arising out of this Order activity shall be entitled to its reasonable attorneys' fees and costs. (c) Waiver; Severability. Failure by either party to enforce any provision of this Order activity will not be deemed a waiver of future enforcement. In the event that any provision of this Order activity is invalid under applicable law, the remainder of this Order activity will continue in full force and effect. In such a case and subject to the last sentence of the preamble, the parties will replace the invalid provision with one that, as much as possible, reflects the original intentions of the parties and is valid under applicable law. (d) Relationship of Parties. BCI is providing a service to Order Activity as an independent contractor. (e) No Third Party Beneficiaries. No provisions of this Order activity are intended or shall be construed to confer upon or give to any person or entity other than BCI or Order Activity, any rights, remedies or other benefits under or by reason of this Order activity. (f) Notices. All notices under this Order activity shall be in writing and shall be delivered by personal delivery, nationally recognized overnight courier (e.g., FedEx), confirmed facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, upon receipt if delivered by overnight courier, upon acknowledgment of confirmed receipt of electronic transmission, or three (3) days after deposit in the mail. Notices shall be sent to the Contacts for Notices at the address set forth at the end of this Order activity or such other address as either party may specify in writing. (g) Counterparts. The Order activity may be executed in counterparts. A signature on a copy of this Order activity received by either party by facsimile is binding upon the other party as an original. Both parties agree that a photocopy of such facsimile may also be treated by the parties as a duplicate original. (h) Mutual Indemnification. Subject to Section 6, each party will defend, indemnify and hold harmless the other party and the other party's successors and assigns, officers, directors, employees, and agents, from and against liability, judgment, loss, damages, fines and expenses (including legal fees and costs), which any or all of them may later suffer themselves or pay out to another, because of any claim, action, or right of action of a third party or governmental authority, at law or in equity, or otherwise, based on or in any way arising out of, and which are proximately caused in whole or in part, by a direct breach of warranty or representation by the indemnifying party. *The Order Activity's indemnification obligation shall not serve as a waiver of its sovereign immunity.* (i) Entire Order activity. This Order activity completely and exclusively expresses the order activity of the parties regarding its subject matter. It supersedes, and its terms govern, all prior or contemporaneous proposals, order activities or other communications between the parties, oral or written, regarding

its subject matter, and may be amended or supplemented only by a subsequently dated writing that refers explicitly to this Order activity and that is signed by authorized representatives of both parties.



Council Agenda Background

PRESENTER: Thomas L. Hoover, P.E.
Public Works Director

DATE: 07/09/13

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

ITEM:

Consider a resolution authorizing the City Manager to reject the bid for the 2013 Crack Sealing Program at Various Locations Contract.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The Street Crack Sealing Program is a recommended way to fill cracks found in our streets due to the aging of asphalt over time. Crack Sealing fills the pavement cracks and prevents moisture penetration into the sub-grade and thereby preventing premature base failure and potholes. Approximately \$60,000 is allocated in the FY 12-13 Street Improvement Economic Development Corporation (SIEDC) budget for the first year of the contract.

Staff normally receives several bids for this type project. Since only one bid proposal was received, staff believes that the City should re-bid the proposed three-year contract for the Street Crack Sealing Program in the Fall of 2013.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to reject the bid for the 2013 Crack Sealing Program at Various Locations Contract.

FISCAL IMPACT:

Current funding would be paid out of the Street Improvement Economic Development Corporation over a three year period.

ATTACHMENTS:

Resolution
Bid Tabulation

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO REJECT THE BID FOR THE 2013 CRACK SEALING AT VARIOUS LOCATIONS PROJECT.

WHEREAS, the City Council of Bedford, Texas determines that the need to improve certain streets by sealing existing cracks to prevent premature failure; and,

WHEREAS, only one bid for the 2013 Crack Sealing at Various Locations Project was received by the City.

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 reject the bid for the 2013 Crack Sealing at Various Locations Project.

PASSED AND APPROVED this 9th day of July 2013, 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

LINE ITEM BID TABULATION
2013 CRACK SEALING AT VARIOUS LOCATIONS (3 YEAR CONTRACT)
CITY OF BEDFORD, TEXAS - BID NO. 13-4B-1

ITEM	QUANTITY	UNIT	DESCRIPTION	Unit Price	Total
1	18,200	LB	Year 1- Sealant Applied	\$2.20	\$40,040.00
2	100,000	LF	Year 1 - Random Routing	\$0.20	\$20,000.00
3	18,200	LB	Year 2- Sealant Applied	\$2.40	\$43,680.00
4	100,000	LF	Year 2 - Random Routing	\$0.20	\$20,000.00
5	18,200	LB	Year 3- Sealant Applied	\$2.60	\$47,320.00
6	100,000	LF	Year 3 - Random Routing	\$0.20	\$20,000.00
Total Crack Sealing at Various Locations					\$191,040.00



Council Agenda Background

PRESENTER: Thomas L. Hoover, P.E.,
Public Works Director

DATE: 07/09/13

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

ITEM:

Consider a resolution to authorizing the City Manager to enter into a contract with Flagship Sweeping Services, Inc. for street sweeping in the amount of \$51,355.30.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The current street sweeping contract expires in August of 2013. On June 12, 2013, a bid opening was held in the Public Works office for a two-year street sweeping contract that would begin on August 10, 2013 when the current contract expires. The bid items included sweeping 87 curb miles of arterial/collector streets six times per-year, 286 curb miles one time per-year, sweeping the Public Works Service Center 52 times per-year, and an amount available for other City facilities as required. It is necessary to sweep the Public Works Service Center once a week due to construction materials that are stored on site.

Two bids were received for street sweeping. Flagship Sweeping Services of Texas, Inc. submitted the low bid in the amount of \$51,355.30. This amount is \$9,241.70 less than the current street sweeping contract. Flagship Sweeping Services of Texas was the street sweeping contractor in Bedford for six years prior to the current street sweeping contract.

This is a two year contract for services; however, the City is billed on a monthly basis. The impact to the Storm Water Contract Labor, Account 04-45-02-8310 for FY 12/13 would be approximately \$2,862.82 (1 sweeping of arterial/collector streets and 8 sweepings of Public Works Service Center). The remaining balance of \$25,677.65 would be charged in FY 13/14 and about \$22,814.83 in FY 14/15.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager enter into a contract with Flagship Sweeping Services, Inc. for street sweeping in the amount of \$51,355.30.

FISCAL IMPACT:

Budget FY 12/13 (remaining)	\$10,742
Actual Contract FY 12/13	\$2,863
Remaining FY 12/13	\$7,879
FY 13/14	\$25,677

Funding in the amount of \$51,355.30 would be paid out of the Storm Water Contract Labor, Account 04-45-02-8310, over a two year period at an average cost of \$25,677.65 per year.

ATTACHMENTS:

Resolution
Bid Tabulation

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH FLAGSHIP SWEEPING SERVICES, INC IN THE AMOUNT OF \$51,355.30.

WHEREAS, the City Council of Bedford, Texas determines the need for street sweeping for the City's Storm Water Pollution Prevention Program by preventing debris from entering the storm drain and to enhance the appearance of the city streets; and,

WHEREAS, the City Council of Bedford, Texas determines the necessity for Flagship Sweeping Services Inc. to perform street sweeping for FY 2013-2014.

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 contract with Flagship Sweeping Services, Inc. in the amount of \$51,355.30 for FY 2013-2014 street sweeping services.

SECTION 2. That funding will come from the FY 2012-2013 Storm Water Contract Labor fund over a two year period with an average cost of \$25,677.69 per year.

PASSED AND APPROVED this 9th day of July 2013, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

BID TABULATION REPORT

CITY OF BEDFORD, TEXAS

PROJECT DESCRIPTION: 2013-2014 (2 YR) Street Sweeping Program

BID REFERENCE NUMBER: 13-05-05

BID DATE: June 12, 2013

BID TIME: 10:00 A.M.

ITEM NO. DESCRIPTION OF ITEMS
 1 Year 1
 2 Year 2

		BIDDERS	BIDDERS
		Flagship Sweeping Services, Inc.	Sweeping Services of Texas
		TOTAL	TOTAL
		\$25,677.65	\$37,895.00
		\$25,677.65	\$37,895.00
		\$51,355.30	\$75,790.00



Council Agenda Background

PRESENTER: Thomas L. Hoover, P.E.
Public Works Director

DATE: 07/09/13

Council Mission Area: Protect the vitality of neighborhoods.

ITEM:

Consider a resolution authorizing the City Manager to enter into a contract with CPS Civil, LLC for Pavement/Water Line Improvements on Somerset Terrace (Project A) and Sidewalk Improvements on Bedford Road (Project B) in the amount of \$240,290.80.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The Public Works Department has identified poor street conditions on Somerset Terrace from Gold Hawk Lane to Old Kirk Road on the northwest side of Stonegate Elementary School. Within this same area the Public Works Department has also identified the need to replace the aging water line as a future cost saving measure before the street is restored. It is proposed to install 419 linear feet of 8" PVC water line and three gate valves. The existing 6" water line will be abandoned. The street portion of this project includes demolition and replacement of 1,701 square yards of 8" reinforced concrete pavement, 2,302 square feet of 4" reinforced concrete sidewalk, and 499 square feet of driveway approaches. This portion of the work is Project A in the contract documents.

The City Council indicated at the regular meeting on May 28, 2013 that new sidewalks at the intersection of Forest Ridge Drive and Schumac Lane were of high priority. Prior to this, the Public Works Department identified the need for adding sidewalks along the south side of Bedford Road from the S.H. 121 northbound frontage road eastward in front of the Copper Hill Apartments and Lot 1, Block 7 Bedford Forum Addition to Reliance Parkway. This portion of the work is Project B in the contract documents.

Since the Council has prioritized the Forest Ridge Drive/Schumac Lane intersection for sidewalk improvements, staff proposes that the Project B portion of this contract be amended via change order after award to replace the sidewalks at Forest Ridge Drive and Schumac Lane for the sidewalks along Bedford Road.

The contract calls for 75 calendar days for construction. It is anticipated to be completed by late-September.

The low bidder for the combined project was CPS Civil, LLC in the amount of \$240,290.80. Bids for the project were received on April 3, 2013. Nine bid packages were submitted with an average bid of \$277,526.56. Engineering Consultant Dick Perkins, P.E., has qualified CPS Civil, LLC to do the proposed project.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with CPS Civil, LLC for Pavement/Water Line Improvements on Somerset Terrace (Project A) and Sidewalk Improvements on Bedford Road (Project B) in the amount of \$240,290.80.

FISCAL IMPACT:

Bid Amount	\$240,290.80
4B SIEDC:	-\$160,184.30
Utility Repair Reserve:	-\$31,253
Street & Traffic:	-\$48,853.50
Difference:	\$0

ATTACHMENTS:

Resolution
Location Maps
Bid Tabulation

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH CPS CIVIL FOR PAVEMENT/WATER LINE IMPROVEMENTS ON SOMERSET TERRACE (PROJECT A) AND SIDEWALK IMPROVEMENTS ON BEDFORD ROAD (PROJECT B) IN THE AMOUNT OF \$240,290.80.

WHEREAS, the City Council of Bedford, Texas has determined these street, sidewalk and water line improvements are necessary for the health and safety of its citizens; and,

WHEREAS, the City Council of Bedford, Texas recognizes the importance of providing these improvements to protect the vitality of neighborhoods.

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 contract with CPS Civil, LLC, in the amount of \$240,290.80 for the above-titled public works improvements.

SECTION 2. That funding in the amount of \$160,184.30 will come from the Street Improvement Economic Development Corporation Fund, \$31,253 from the Utility Repair Reserves Fund and \$48,853.50 from the Street and Traffic General Fund.

PASSED AND APPROVED this 9th day of July, 2013, 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

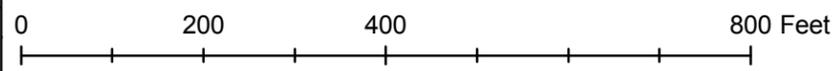
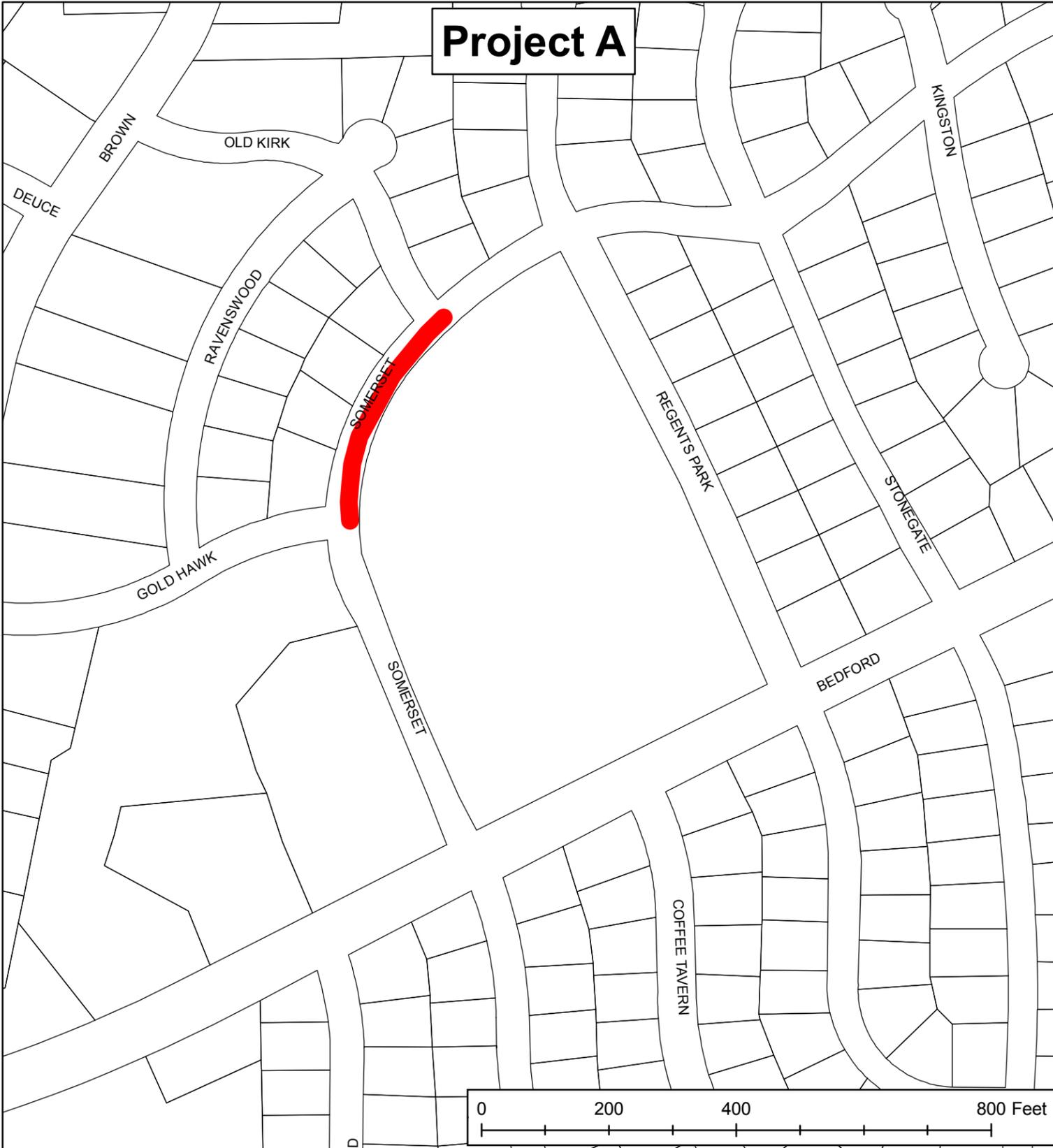
ATTEST:

Michael Wells, City Secretary

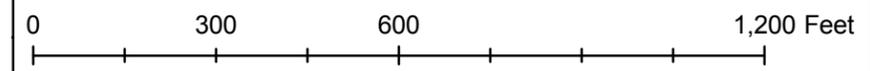
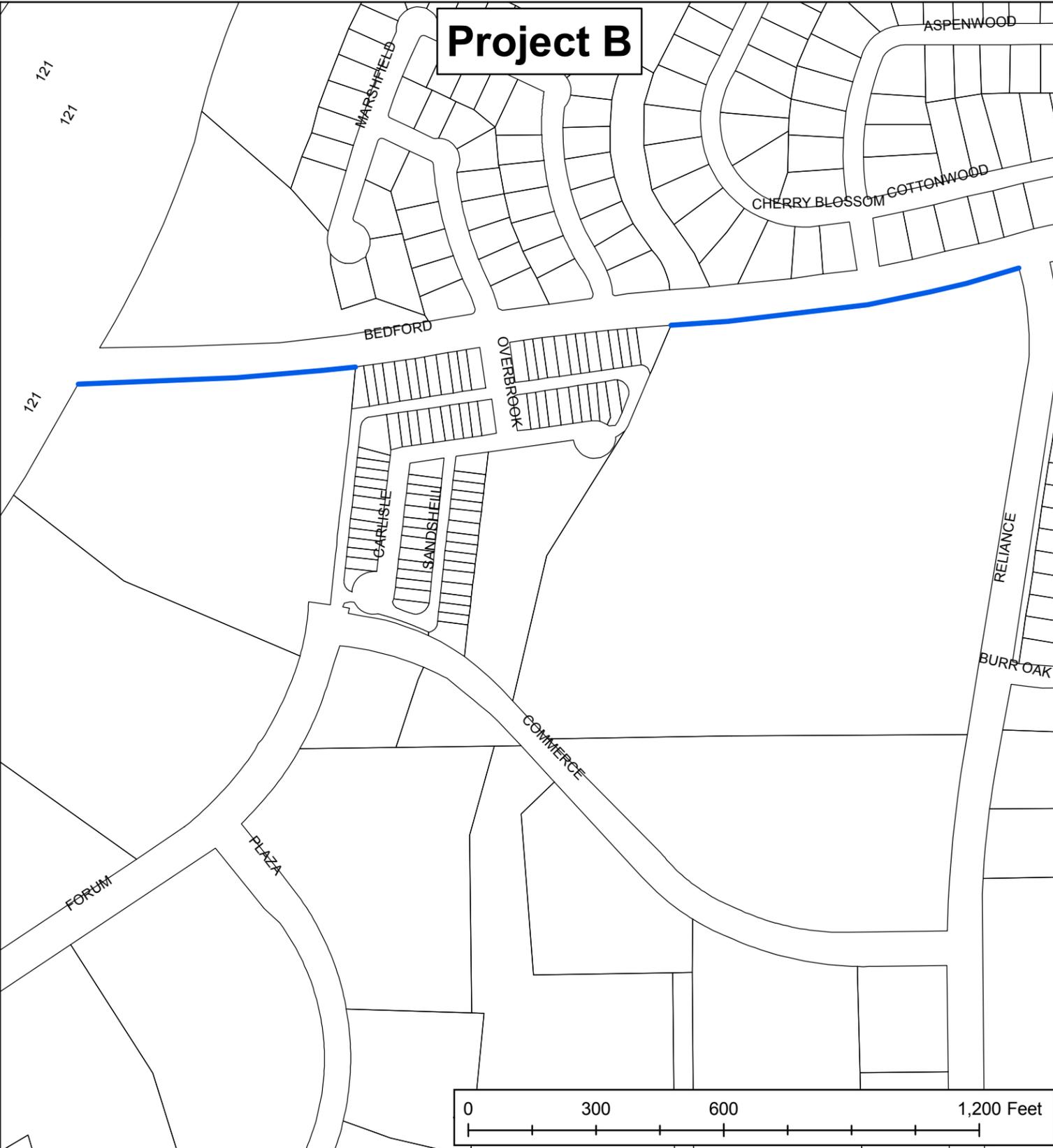
APPROVED AS TO FORM:

Stan Lowry City Attorney

Project A



Project B



CITY OF BEDFORD
Discover the Center

Paving and Sidewalk Improvements



*NOTE: These datum are to be used for graphical representation only. The accuracy is not to be taken/used as data produced for engineering purposes or by a Registered Professional Land Surveyor for the State of Texas. For this level of detail, supervision and certification of the produced data by a Registered Professional Land Surveyor for the State of Texas would have to be performed. The City of Bedford assumes no responsibility for the accuracy of said data.



**Somerset Terrace Paving Improvements (Project A)
Bedford Road Sidewalk Improvements (Project B)
Bid Reference Numbers: 12-4B-02 & 13-ST-2**

Contractors Name	Total Amount Bid
CPS Civil, LLC	\$240,290.80
XTI Paving & Construction	\$243,015.25
McClendon Construction Company Inc.	\$250,304.50
Reliable Paving, Inc.	\$262,898.00
Camino Construction, LP	\$267,975.00
2L Construction, LLC	\$293,712.00
Stable & Winn, Inc.	\$308,798.56
Advanced Paving Company	\$309,347.84
SYB Construction	\$321,397.20