



Sachse, Texas

Sachse City Hall
3815 Sachse Road
Building B
Sachse, Texas 75048

Meeting Agenda City Council

Monday, March 18, 2013

7:30 PM

Council Chambers

The Mayor and Sachse City Council request that all cell phones and pagers be turned off or set to vibrate. Members of the audience are requested to step outside the Council Chambers to respond to a page or to conduct a phone conversation.

The City Council of the City of Sachse will hold a Regular Meeting on Monday, March 18, 2013, at 7:30 p.m. in the Council Chambers at the Sachse City Hall, 3815 Sachse Road, Building B, Sachse, Texas to consider the following items of business:

Invocation and Pledges of Allegiance to U.S. and Texas Flags.

A. Pledge of Allegiance to the Flag of the United States of America: I pledge allegiance to the flag of the United States of America, and to the Republic for which it stands: one nation under God, indivisible, with liberty and justice for all.

B. Pledge of Allegiance to the Texas State Flag: Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.

1. CONSENT AGENDA.

1.a ALL ITEMS LISTED ON THE CONSENT AGENDA WILL BE CONSIDERED BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION, THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A COUNCIL MEMBER OR CITIZEN SO REQUESTS.

[13-1412](#) Consider approval of the minutes of the March 4, 2013, regular meeting.

Executive Summary

Minutes from the recent Council meeting.

Attachments: [Council min. 03.04.13.pdf](#)

[13-1434](#) Consider a resolution of the City Council of the City of Sachse, Texas, authorizing the purchase of a one-ton chassis cab pickup truck for the Public Works Street Department through the Houston-Galveston Area Council of Governments HGACBuy Cooperative Purchasing Program in the amount not to exceed \$23,634.84.

Executive Summary

Resolution providing for authorization to purchase a one-ton truck.

Attachments: [Res. Public Works Truck.pdf](#)

- [13-1425](#) Consider an order canceling the May 11, 2013 City Council election and declaring the unopposed candidates elected.

Executive Summary

The Council candidates for Mayor, Council Place 5 and Place 6 are unopposed and state law provides for canceling the election and declaring the candidates elected.

Attachments: [City Council Election documents.pdf](#)

- [13-1398](#) Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of Amendment No. 1 to the Dallas County Community Development Block Grant (CDBG) Project Implementation Agreement Seventh Street/Boone Street Reconstruction between County of Dallas, Texas and City of Sachse, Texas.

Executive Summary

This Amendment allows for the re-distribution of CDBG funds from previous Fiscal Years in order to fund the reconstruction of Boone Street.

Attachments: [Resolution approving Community Development Block Grant CDBG amendme
Amendment No 1 CDBG Boone Street](#)

- [13-1436](#) Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of the subscription agreement, by and between the city of Sachse, Texas and ESO Solutions, Inc., to provide software services to the Sachse Fire Department.

Executive Summary

Recently City Council approved an addendum to the service agreement with Emergicon to fulfill the need for electronic patient care reporting (ePCR) software. Emergicon has negotiated subscription rates with ESO Solutions, Inc., a software company that designs and sales ePCR products. To complete the action approved by City Council a subscription agreement is required between the city of Sachse, Texas and ESO Solutions, Inc. To allow for the exchange of protected health information, to provide for end of service terms and detail parties responsibilities.

Attachments: [51SACHSE Resolution Approving Subscription Agreement with ESO Solutions I](#)

2. MAYOR AND CITY COUNCIL ANNOUNCEMENTS REGARDING SPECIAL EVENTS, CURRENT ACTIVITIES, AND LOCAL ACHIEVEMENTS.

- [13-1435](#) Recognize employees for their service to the City of Sachse.

Executive Summary

Each quarter the City Council recognizes the Employee of the Quarter and employees with 5, 10, 15, 20, and 25 year service anniversaries.

- [13-1421](#) Proclamation declaring Week of the Young Child.

Executive Summary

The Collin County Association for the Education of Young Children in conjunction with the National Association for the Education of Young Children are celebrating the Week of the Young Child, April 14-20, 2013.

Attachments: [Proc. Week of Young Child.pdf](#)

3. CITIZEN INPUT.

The public is invited at this time to address the Council. The Mayor will ask you to come to the Microphone and state your name and address for the record. If your remarks pertain to a specific Agenda item, please hold them until that item, at which time the Mayor may solicit your comments.

The City Council is prohibited from discussing any item not on the posted agenda according to the Texas Open Meetings Act.

4. REGULAR AGENDA ITEMS.

- [13-1440](#) Consider a resolution authorizing the City Manager to execute a contract with Blue Cross Blue Shield for group health insurance, Lincoln Financial for dental insurance, life insurance, accidental death and dismemberment insurance, long-term disability insurance, and Eyemed for vision insurance.

Executive Summary

Each year the City of Sachse goes out to bid for group health insurance. This year the City also requested a market-check on dental; life insurance; long-term disability; accidental death & dismemberment and vision insurance.

Attachments: [2013 Benefits Renewal presentation pdf \(2\)](#)

[2013 Benefits Renewal Worksheet.pdf](#)

[2013 Brinson Council Presentation.pdf](#)

[2013 Brinson Staff Presentation.pdf](#)

[2013 Benefits Renewal Resolution.pdf](#)

- [13-1409](#) Conduct a public hearing and consider approval of an Ordinance of

the City of Sachse, Texas, amending the Sachse Code of Ordinances by amending Chapter 11, titled "Zoning", by amending Article 3 titled "[Districts]", by amending Section 2 titled "R Single-Family Dwelling Districts", by amending Section 2.3 titled "Building Regulations"; by amending Schedule I titled "Permitted Uses" to modify the parking requirement for single-family detached residential uses.

Executive Summary

The following item is being brought forward to consider amending the regulations associated with enclosing single-family garages. Based upon the direction provided by City Council at previous meetings, the proposed Ordinance would allow the enclosure of garages for single-family residences provided the necessary building permits are secured and the necessary off-street parking is provided.

Attachments: [CD - SF GARAGES ZONING TEXT AMENDMENT CC - PRESENTATION.pdf](#)
[CD - SF GARAGES ZONING TEXT AMENDMENT CC - ATTACHMENT 1.pdf](#)
[CD - SF GARAGES ZONING TEXT AMENDMENT CC - ATTACHMENT 2.pdf](#)
[CD - SF GARAGES ZONING TEXT AMENDMENT CC - DRAFT ORD V1.pdf](#)
[CD - SF GARAGES ZONING TEXT AMENDMENT CC - DRAFT ORD V2.pdf](#)

[13-1423](#)

Consider appointments to Boards and Commissions.

Executive Summary

The City has vacancies on the Tax Increment Financing (TIF) Board and the Board of Adjustments. Interviews were conducted in the workshop session.

[13-1429](#)

Discuss a Sign Variance request associated with the property generally located on the northwest side of SH78/KCRC Railroad, and on the south side of future Woodbridge Parkway adjacent to the SH78/KCRC Railroad rights-of-way.

Executive Summary

A sign variance will be formally considered by City Council on April 1, 2013. This item is being presented in order to provide City Council background information specific to the request prior to formal consideration.

Attachments: [CD - WALMART SIGN VARIANCE DISC CC - PRESENTATION.pdf](#)
[CD - WALMART SIGN VARIANCE DISC CC - ATTACHMENT 1.pdf](#)
[CD - WALMART SIGN VARIANCE DISC CC - ATTACHMENT 2.pdf](#)

5. ADJOURNMENT.

Vision Statement: Sachse is a friendly, vibrant community offering a safe and enjoyable quality of life to all who call Sachse home.

The City of Sachse reserves the right to reconvene, recess or realign the regular session or called Executive Session or order of business at any time prior to adjournment. Note: The Sachse City Council reserves the right to convene into Executive Session pursuant to the Texas Government Code, Title 5, Chapter 551 regarding posted items on the regular meeting agenda.

State law prohibits the introduction or discussion of any item of business not posted at least seventy-two (72) hours prior to the meeting time. Therefore, during Citizen Input for example, the Council is prohibited by state law to deliberate or take action on any issues introduced by the public other than to take them under advisement. Posted: March 15, 2013; 5:00 p.m.
Terry Smith, City Secretary _____.

If you plan to attend this public meeting and you have a disability that requires special arrangements at the meeting, please contact Terry Smith, City Secretary, at (972) 495-1212, 48 business hours prior to the scheduled meeting date. Reasonable accommodations will be made to assist your needs.



Legislation Details (With Text)

File #: 13-1412 **Version:** 1 **Name:** Consider approval of the minutes of the March 4, 2013, regular meeting.
Type: Agenda Item **Status:** Agenda Ready
File created: 3/6/2013 **In control:** City Council
On agenda: 3/18/2013 **Final action:**
Title: Consider approval of the minutes of the March 4, 2013, regular meeting.

Executive Summary
Minutes from the recent Council meeting.

Sponsors:

Indexes:

Code sections:

Attachments: [Council min. 03.04.13.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider approval of the minutes of the March 4, 2013, regular meeting.

Executive Summary

Minutes from the recent Council meeting.

Background

Minutes from the most recent Council meeting on March 4, 2013, for review and approval.

Policy Considerations

Not applicable.

Budgetary Considerations

Not applicable.

Staff Recommendations

Approval of the minutes of the March 4, 2013, regular meeting, as a Consent Agenda Item.

**REGULAR MEETING
OF THE
CITY COUNCIL OF THE CITY OF SACHSE**

MARCH 4, 2013

The City Council of the City of Sachse held a Regular Meeting on Monday, March 4, 2013 at 7:30 p.m. at the Sachse City Hall after proper notice. The roll of the duly constituted City Council Members was called which members are as follows, to wit:

Mayor Mike Felix
Mayor Pro Tem Jared Patterson
Councilman Bill Adams
Councilman Brett Franks
Councilwoman Pat McMillan
Councilman Todd Ronnau
Councilman Mark Timm

and all were present.

Staff present: City Manager Billy George, City Secretary Terry Smith, Special Projects Coordinator Denise Vice, Community Development Director Marc Kurbansade, Police Chief Dennis Veatch, Parks and Recreation Director Lance Whitworth, City Engineer Greg Peters, Human Resources Manager Laura Morrow; Library Manager Mignon Morse; Sachse EDC Director Carlos Vigil, Interim Finance Director Teresa Savage and Interim Fire Chief Andy Jones.

Invocation and Pledge of Allegiance to U.S. and Texas Flags:

The invocation was offered by Mayor Pro Tem Patterson and the pledges were led by Councilman Adams.

1. Consent Agenda:

Councilman Timm moved to approve the Consent Agenda consisting of 13-1392 Consider approval of the minutes of the February 18, 2013, regular meeting; 13-1391 Resolution No. 3456 for the City Council of the City of Sachse, Texas, approving the terms and conditions of the Concession Agreement, by and between the City of Sachse, Texas and Sachse Baseball Association; 13-1388 Resolution No. 3457 of the City Council of the City of Sachse, Texas, authorizing the purchase of a one-ton chassis cab pickup truck for the Public Works Street Department through the Houston-Galveston Area Council of Governments HGAC Buy Cooperative Purchasing Program in the amount not to exceed \$22,601.00; 13-1393 Consider receiving the Monthly Revenue and Expenditure Report for the period ending January 31, 2013; 13-1395 Ordinance No. 3458 Adopting the amendment to the City of Sachse Employee Leave Policy attached hereto as Exhibit "A"; and 13-1397 Resolution No. 3459 of the City Council of the City of Sachse, Texas, approving the terms and conditions of a facilities agreement, by and between the City of Sachse and Oxford Development Holdings, LLC; and providing an effective date. The motion was seconded by Councilman Adams and passed unanimously.

2. Mayor and City Council Announcements regarding special events, current activities and local achievements:

13-1401 Staff Briefing: Human Resources.

Mayor Pro tem Patterson congratulated Mayor Felix and soon-to-be Council Members Cullen King and Jeff Bickerstaff, each with no opposition for the election this year. We'll be losing 21 years combined experience on the Council. He's excited about the next 3 years. He also announced the Great American Clean-up on Saturday, April 13th. The Parks and Recreation Department is taking applications for clean-up groups.

Mayor Felix announced the following events: March 23rd 10:00 a.m. is the Easter Egg Scramble at Heritage Park; March 29th City Offices are closed for Good Friday; March 30th Sachse Baseball Opening Day Parade and April 13th is Arbor Day and the Great American Cleanup.

Councilman Timm announced the success of the Neighborhood Meeting last Thursday. The sales tax election, charter amendment election and budget were highlighted as well as the Police Department's Area of Responsibility briefing.

City Secretary Terry Smith announced that as of the filing deadline last Friday at 5:00 p.m. the following candidates were unopposed for the May 11, 2013 City Council election: Mr. Mike Felix for Mayor; Mr. Cullen King for Council Place 5; and Mr. Jeff Bickerstaff for Council Place 6. He will present an order at the next meeting on March 18th, for the City Council to declare the unopposed candidates elected and cancel the City Council election. Because of a new law the unopposed candidates names will appear on the ballot under the heading "Unopposed Candidates Declared Elected". No votes can be cast for these candidates on the ballot.

3. Citizen Input:

No comments were made.

4. Regular Agenda Items:

13-1365 Consider receiving the City's Comprehensive Financial Report (CAFR) for the fiscal year ending September 30, 2012.

Mr. Mike Brooks, Brooks, Caridel and Company, auditors, presented their financial report findings.

Following discussion, Councilman Timm moved to receive the City's Comprehensive Financial Report (CAFR) for the fiscal year ending September 30, 2012. The motion was seconded by Mayor Pro Tem Patterson and carried unanimously.

13-1389 Consider the application of Ms. Janis Tillerson for approval of a Preliminary Plat for The Enclave, being 24 single-family residential lots on approximately 9.9768 acres, located on the southeast corner of Woodbridge Parkway and Laurel Crest Lane.

Following discussion, Councilman Timm moved to approve the application of Ms. Janis Tillerson for approval of a Preliminary Plat for The Enclave, being 24 single-family residential lots on approximately 9.9768 acres, located on the southeast corner of Woodbridge Parkway and Laurel Crest Lane. The motion was seconded by Councilman Ronnau and carried unanimously.

13-1383 Discuss library equipment use for public groups using the library's meeting room.

Library Manager Mignon Morse briefed the Council on a possible policy for rental of Library equipment. Following discussion, no formal Council action was taken.

13-1400 Discuss City of Sachse Standard Construction Details.

City Engineer Greg Peters reviewed proposed changes to the standard specifications with the City Council. Following discussion, no formal Council action was taken.

13-1399 The City Council shall convene into Executive Session pursuant to the TEXAS GOVERNMENT CODE, Section § 551.087 (Economic Development) to deliberate on economic development incentives and financial prospects for property located on the Northwest side of State Highway 78, approximately 500 feet Northeast of the intersection of Ranch Road and State Highway 78. Consider any action necessary as a result of executive session.

At 8:47 p.m. Mayor Pro Tem Patterson moved to recess to executive session. The motion was seconded by Councilman Timm and carried unanimously.

At 9:15 p.m. Councilman Timm moved to return to open session. The motion was seconded by Councilman Adams and carried unanimously.

Councilman Timm moved to authorize the City Manager to make application for a grant from the Economic Development Corporation for funding a potential economic development grant. The motion was seconded by Councilman Adams and carried unanimously.

There being no further business, Mayor Pro Tem Patterson made a motion to adjourn. The motion was seconded by Councilman Ronnau and carried unanimously. The meeting adjourned at 9:18 p.m.

ATTEST:

APPROVED:

CITY SECRETARY

MAYOR



Legislation Details (With Text)

File #: 13-1434 **Version:** 1 **Name:** Consider a resolution of the City Council of the City of Sachse, Texas, authorizing the purchase of a one-ton chassis cab pickup truck for the Public Works Street Department through the Houston-Galveston Area Council of Governments HGACBuy Cooperative Pu

Type: Agenda Item **Status:** Agenda Ready

File created: 3/11/2013 **In control:** City Council

On agenda: 3/18/2013 **Final action:**

Title: Consider a resolution of the City Council of the City of Sachse, Texas, authorizing the purchase of a one-ton chassis cab pickup truck for the Public Works Street Department through the Houston-Galveston Area Council of Governments HGACBuy Cooperative Purchasing Program in the amount not to exceed \$23,634.84.

Executive Summary

Resolution providing for authorization to purchase a one-ton truck.

Sponsors:

Indexes:

Code sections:

Attachments: [Res. Public Works Truck.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution of the City Council of the City of Sachse, Texas, authorizing the purchase of a one-ton chassis cab pickup truck for the Public Works Street Department through the Houston-Galveston Area Council of Governments HGACBuy Cooperative Purchasing Program in the amount not to exceed \$23,634.84.

Executive Summary

Resolution providing for authorization to purchase a one-ton truck.

Background

In the FY 2012-2013 budget, Council approved funds for the purchase of a one-ton pickup truck to replace a 2001 model pickup truck in the Street Department. The 2001 truck has over 105,000 miles and will be sent to auction. The new truck will be purchased through the HGACBuy Cooperative Purchasing Program and purchase price will not exceed the budgeted amount.

This item was authorized on the March 4, 2013 Council agenda, but did not include the administrative and delivery fees. **The resolution previously authorized by the City Council will be repealed with the authorization of this purchase.**

Policy Considerations

Replacement of high-mileage truck that is no longer cost-effective to operate.

Budgetary Considerations

A total of \$24,000.00 was set aside in the FY 2012-2013 budget for this purchase.

Staff Recommendations

Staff recommends approval of a resolution of the City Council of the City of Sachse, Texas, authorizing the purchase of a one-ton chassis cab pickup truck for the Public Works Street Department through the Houston-Galveston Area Council of Governments HGACBuy Cooperative Purchasing Program in the amount not to exceed \$23,634.84, as a Consent Agenda Item.

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, AUTHORIZING THE PURCHASE OF A ONE-TON CHASSIS CAB PICKUP TRUCK FOR THE PUBLIC WORKS STREET DEPARTMENT THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS HGACBUY COOPERATIVE PURCHASING PROGRAM IN THE AMOUNT NOT TO EXCEED \$23,634.84; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Sachse, Texas, pursuant to the authority granted by Chapter 271, Subchapter D, of the Texas Local Government Code, desires to participate in intergovernmental purchasing; and

WHEREAS, the City Council is of the opinion that participation in this program will be highly beneficial to the taxpayers of this City, through the anticipated savings to be realized through the intergovernmental purchase of products including municipal vehicles; and

WHEREAS, funding has been appropriated in the fiscal year 2012-2013 budget for the purchase of a one-ton chassis cab pickup truck for the Public Works Street Department; and

WHEREAS, this vehicle was approved by the City Council thru Resolution 3457, On March 4, 2013, but did not include the administrative and delivery fees.

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

SECTION 1. Resolution 3457 is hereby repealed in its entirety.

SECTION 2. The City Council does hereby approve the use of cooperative purchasing through Houston-Galveston Area Council of Governments HGACBuy Cooperative Purchasing Program to purchase a one-ton chassis cab pickup truck in an amount not to exceed \$23,634.84 from Sam Pack's Five Star Ford and authorizes the City Manager to execute any documents necessary to complete this transaction.

SECTION 3. This Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this the _____ day of _____, 2013.

ATTEST:

APPROVED:

City Secretary

Mike Felix, Mayor



Legislation Details (With Text)

File #:	13-1425	Version:	1	Name:	Consider an order cancelling the May 11, 2013 City Council election and declaring the unopposed candidates elected.
Type:	Agenda Item	Status:			Agenda Ready
File created:	3/7/2013	In control:			City Council
On agenda:	3/18/2013	Final action:			
Title:	Consider an order canceling the May 11, 2013 City Council election and declaring the unopposed candidates elected.				
	Executive Summary The Council candidates for Mayor, Council Place 5 and Place 6 are unopposed and state law provides for canceling the election and declaring the candidates elected.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City Council Election documents.pdf				

Date	Ver.	Action By	Action	Result
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Title

Consider an order canceling the May 11, 2013 City Council election and declaring the unopposed candidates elected.

Executive Summary

The Council candidates for Mayor, Council Place 5 and Place 6 are unopposed and state law provides for canceling the election and declaring the candidates elected.

Background

Council candidates Mr. Mike Felix for Mayor, Mr. Cullen King for Council Place 5 and Mr. Jeff Bickerstaff for Council Place 6 and unopposed and state law provides for canceling the election and declaring the candidates elected for the May 11, 2013 election. A new law, Senate Bill 1970 provides that since we will still have 2 special elections on measures, the Sales Tax Election for street maintenance and the Charter Amendment Election, the candidates names will appear on the ballot under the heading "Unopposed Candidates Declared Elected". Note: voters will not be able to cast votes for these candidates. Please see attached copy of Senate Bill 1970, Certification by City Secretary that all candidates are unopposed and the Order canceling the election.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

The City Council approve an order canceling the May 11, 2013 City Council election and declaring the unopposed candidates elected, as a Consent Agenda Item.

ORDER OF CANCELLATION
ORDEN DE CANCELACIÓN

The City of Sachse hereby cancels the election scheduled to be held on
(official name of governing body)
May 11, 2013 in accordance with Section 2.053(a) of the Texas
(date on which election was scheduled to be held)
Election Code. The following candidates have been certified as unopposed and are hereby
elected as follows:

El City of Sachse por la presente cancela la elección que, de lo contrario,
(nombre oficial de la entidad gobernante)
se hubiera celebrado el Once de Mayo de 2013 de conformidad, con
(fecha en que se hubiera celebrado la elección)
la Sección 2.053(a) del Código de Elecciones de Texas. Los siguientes candidatos han sido
certificados como candidatos únicos y por la presente quedan elegidos como se haya indicado
a continuación:

Candidate (Candidato)	Office Sought (Cargo al que presenta candidatura)
Mike Félix	Mayor
Cullen King	Council Place 5
Jeff Bickerstaff	Council Place 6

A copy of this order will be posted on Election Day at each polling place that would have
been used in the election.

*El Día de las Elecciones se exhibirá una copia de esta orden en todas las mesas electorales
que se hubieran utilizado en la elección.*

President (Presidente)

Secretary (Secretario)

(seal) (sello)

Date of adoption (Fecha de adopción)

See reverse side for instructions
Instrucciones en el reverso

**CERTIFICATION OF UNOPPOSED CANDIDATES
FOR OTHER POLITICAL SUBDIVISIONS (NOT COUNTY)
CERTIFICACIÓN DE CANDIDATOS ÚNICOS
PARA OTRAS SUBDIVISIONES POLITICAS (NO EL CONDADO)**

To: Presiding Officer of Governing Body
Al: Presidente de la entidad gobernante

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 11, 2013.

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el May 11, 2013.

List offices and names of candidates:
Lista de cargos y nombres de los candidatos:

Office(s) Cargo(s)

Mayor

Council Place 5

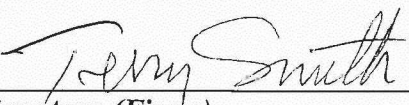
Council Place 6

Candidate(s) Candidato(s)

Mike Felix

Cullen King

Jeff Bickerstaff


Signature (Firma)

Terry Smith
Printed name (Nombre en letra de molde)

City Secretary
Title (Puesto)

MARCH 6, 2013
Date of signing (Fecha de firma)

(Seal) (sello)

Cancellation of Election

I. Statutory Authority for Cancellation of Election

NEW LAW: Senate Bill 1970, Section 1, 81st Legislative Session (2009), provides that a special election of a political subdivision (such as a measure or a special vacancy election) is a separate election for purposes of the cancellation procedures governed by Chapter 2 of the Texas Election Code. Under previous law, a special election for a measure or a contest vacancy election precluded the cancellation of a general election for officers, even if the candidates for the general election were unopposed.

A. Sec. 2.051. Applicability of Subchapter.

1. The cancellation law applies only to an election for officers of a political subdivision other than a county in which write-in votes may be counted only for names appearing on a list of write-in candidates.
2. A special election of a political subdivision is considered a separate election with a separate ballot from:
 - a. a general election for offices of the political subdivision held at the same time as the special election;
 - b. another special election of the political subdivision at the same time.
3. In the case of an election in which any members of the political subdivision's governing body are elected from territorial units such as single-member districts, this subchapter applies to the election in a particular territorial unit if:

Each candidate for an office that is to appear on the ballot in that territorial unit is unopposed and no at-large proposition or opposed at-large race is to appear on the ballot. This subchapter applies to an unopposed at-large race in such an election regardless of whether an opposed race is to appear on the ballot in a particular territorial unit.

Examples:

- a. A school district has six trustees. They hold specific places, but are elected at large. Places 1, 2, and 4 are up for election in May. There are two candidates each for places 1 and 2. There is only one candidate for place 4. All the at large candidates must appear on the ballot. The race for place 4 cannot be cancelled.
- b. A groundwater water district has five directors. Four are elected from their respective commissioner precincts. One is elected at large. Directors from precincts 1 and 3 are up for election in May. There are two candidates for precinct 1 and only one for precinct 3. The election for precinct 3 can be cancelled.
- c. The same groundwater district. The following May, directors from precincts 2 and 4 and the at-large director are up. The two precinct directors are unopposed; the at-large director is opposed. All three positions must appear on the ballot; nothing can be cancelled.

B. Sec. 2.081. Cancellation of Moot Measure.

NEW LAW: Senate Bill 1970, Section 4, 81st Legislative Session (2009) adds Section 2.081, which authorizes a political subdivision to cancel a measure election if it is determined that the action authorized by the election may not be implemented regardless of the outcome of the election.

C. Sec. 2.082 Specific Authority for Cancellation Required.

NEW LAW: Senate Bill 1970, Section 4, 81st Legislative Session (2009) adds Section 2.082, which provides that an entity must have specific statutory authority to cancel an election.

II. **Certification Required**

- A. Sec. 2.052. Certification of unopposed status (sample form attached).
 - 1. The authority responsible for having the official ballot prepared shall certify in writing that a candidate is unopposed for election to an office (in other words, the outcome is already known due to the lack of opposition).
 - 2. The certification shall be delivered to the governing body of the political subdivision as soon as possible after the filing deadlines for placement on the ballot and on the list of write-in candidates
- B. Sec. 2.053. Action on certification.
 - 1. On receipt of the certification, the governing body of the political subdivision by order or ordinance may declare each unopposed candidate elected to the office. A sample ordinance is attached.
 - 2. If a declaration of unopposed candidates is made, the election is not held. A copy of the order or ordinance must be posted on election day at each polling place that would have been used in the election.

Exception due to NEW LAW: if the entity is conducting a separate election at the same time as the cancelled election, the declared elected candidates shall be listed separately on the ballot under the heading “Unopposed Candidates Declared Elected.” The candidates shall be grouped in the same relative order prescribed for the ballot generally. No votes are cast in connection with the candidates.

Source: Texas Secretary of State’s Office



Legislation Details (With Text)

File #:	13-1398	Version:	1	Name:	Consider a resolution authorizing the Mayor of Sachse to execute Amendment No. 1 to the Dallas County Community Development Block Grant (CDBG) Project Implementation Agreement - Seventh Street/Boone Street Reconstruction Agreement between the City of Sach
Type:	Agenda Item	Status:			Agenda Ready
File created:	2/28/2013	In control:			City Council
On agenda:	3/18/2013	Final action:			
Title:	Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of Amendment No. 1 to the Dallas County Community Development Block Grant (CDBG) Project Implementation Agreement Seventh Street/Boone Street Reconstruction between County of Dallas, Texas and City of Sachse, Texas.				

Executive Summary

This Amendment allows for the re-distribution of CDBG funds from previous Fiscal Years in order to fund the reconstruction of Boone Street.

Sponsors:

Indexes:

Code sections:

Attachments: [Resolution approving Community Development Block Grant CDBG amendment Amendment No 1 CDBG Boone Street](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of Amendment No. 1 to the Dallas County Community Development Block Grant (CDBG) Project Implementation Agreement Seventh Street/Boone Street Reconstruction between County of Dallas, Texas and City of Sachse, Texas.

Executive Summary

This Amendment allows for the re-distribution of CDBG funds from previous Fiscal Years in order to fund the reconstruction of Boone Street.

Background

The City of Sachse has partnered with Dallas County since 1988 to participate in the Community Development Block Grant and HOME Program. Funds from this program must be used to benefit low-to-moderate income areas. The City was allocated CDBG funds in the following amounts thus far; \$54,776.00 in FY 2010 funds; \$11,489.89 in FY 2010 funds from a previously completed project; \$59,882.00 in FY 2011 funds. The City has requested an additional \$50,996.00 in FY 2012 CDBG funds authorized in Court Order 2012-1222. Therefore, the total amount of One Hundred Seventy Thousand One Hundred Forty Three

and 89/100 Dollars (\$177,143.89), represents the total allocation from all CDBG sources for the CDBG funded portion of the Boone Street Reconstruction Project.

Policy Considerations

Passage of this Resolution will allow for the funding of the Boone Street Reconstruction Project.

Budgetary Considerations

Utilizing CDBG funds assists with the costs of constructing qualifying projects.

Staff Recommendations

Staff recommends Council approve a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of Amendment No. 1 to the Dallas County Community Development Block Grant (CDBG) Project Implementation Agreement Seventh Street/Boone Street Reconstruction between County of Dallas, Texas and City of Sachse, Texas, as a Consent Agenda Item.

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AMENDMENT NO. 1 TO THE DALLAS COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT IMPLEMENTATION AGREEMENT SEVENTH STREET/BOONE STREET RECONSTRUCTION BETWEEN COUNTY OF DALLAS, TEXAS, AND CITY OF SACHSE, TEXAS; AUTHORIZING ITS EXECUTION BY THE MAYOR; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 8, 2011, the City entered into the Dallas County CDBG Project Implementation Agreement Sachse Seventh Street/Boone Street Reconstruction; and

WHEREAS, the City was allocated CDBG funds in the following amounts thus far: Fifty-Four Thousand Seven Hundred Seventy-Six and 00/100 Dollars (\$54,776.00) in FY 2010 funds; Eleven Thousand Four Hundred Eighty-Nine and 89/100 Dollars (\$11,489.89) in FY 2010 funds from a previously completed project; Fifty-Nine Thousand Eight Hundred Eighty-Two and 00/100 Dollars (\$59,882.00) in FY 2011 funds; and

WHEREAS, the City desires to continue the project by utilizing an additional Fifty Thousand Nine Hundred Ninety-Six and 00/100 Dollars (\$50,996.00) in FY 2012 CDBG funds authorized by Court Order 2012-1222; and

WHEREAS, the City Council has been presented with a proposed Amendment No. 1 to the Dallas County Community Development Block Grant (CDBG) Project Implementation Agreement Seventh Street/Boone Street Reconstruction between County of Dallas, Texas, and City of Sachse, Texas (hereinafter the "Amendment"), and being further described in Exhibit "A" attached hereto; and

WHEREAS, upon full review and consideration of the Amendment, and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the Mayor should be authorized to execute the Amendment on behalf of the City of Sachse, Texas;

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

SECTION 1. The terms, provisions, and conditions of the Amendment, a copy of which is attached hereto as Exhibit "A", be and the same are hereby approved.

SECTION 2. The Mayor is hereby authorized to execute the Amendment on behalf of the City, and any amendments or other instruments related thereto.

SECTION 3. This Resolution shall take effect immediately from and after its passage, and it is, accordingly, so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this 18th day of March, 2013.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

APPROVED AS TO FORM:



Peter G. Smith, City Attorney
(PGS:3-7-13:TM 59711)

Exhibit “A”
Amendment No. 1 to the Dallas County
Community Development Block Grant (CDBG)
Project Implementation Agreement
Seventh Street/Boone Street Reconstruction

(to be attached)

COUNTY OF DALLAS §
 §
STATE OF TEXAS §

**AMENDMENT NO. 1 TO THE DALLAS COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROJECT IMPLEMENTATION AGREEMENT
SEVENTH STREET/BOONE STREET RECONSTRUCTION
("Agreement")**

**BETWEEN COUNTY OF DALLAS, TEXAS
("County")**

**AND CITY OF SACHSE, TEXAS
("City")**

WHEREAS, on December 8, 2011, City entered into the following agreement with County: Dallas County CDBG Project Implementation Agreement Sachse Seventh Street/Boone Street Reconstruction (hereinafter referred to as the "Agreement"); and

WHEREAS, City was allocated CDBG funds in the following amounts thus far; Fifty-Four Thousand Seven Hundred Seventy-Six and 00/100 Dollars (\$54,776.00) in FY 2010 funds; Eleven Thousand Four Hundred Eighty-Nine and 89/100 Dollars (\$11,489.89) in FY 2010 funds from a previously completed project; Fifty-Nine Thousand Eight Hundred Eighty-Two and 00/100 Dollars (\$59,882.00) in FY 2011 funds; and

WHEREAS, City desires to continue project by utilizing an additional Fifty Thousand Nine Hundred Ninety-Six and 00/100 Dollars (\$50,996.00) in FY2012 CDBG funds authorized in Court Order 2012-1222; and

WHEREAS, This amount, One Hundred Seventy Seven Thousand One Hundred Forty Three and 89/100 Dollars (\$177,143.89), represents the total allocation from all CDBG sources and shall hereinafter be referred to as the "Not to Exceed Amount" for the CDBG funded portion of this Project.

NOW THEREFORE, by execution of this Amendment No.1, the Agreement is amended hereby with respect to the items and features described below to:

I. EFFECT OF AMENDMENT:

By execution of this Amendment No.1, the Agreement is amended hereby with respect to the Articles described below. No other sections, provisions, clauses, or condition of the Agreement are waived or changed hereby, and they shall remain in full force and effect throughout the term of the Agreement and any duly authorized extensions.

II AMENDED PROVISIONS:

- A.** Section 5 entitled Project Budget, A is amended by deleting the existing language in its entirety and substituting the following:

The County will not authorize any CDBG expenditures in excess of the Not to Exceed Amount, One Hundred Seventy Seven Thousand One Hundred Forty Three and 89/100 Dollars (\$177,143.89), and shall be in effect until September 30, 2014 unless otherwise extended with the mutual written consent of City and County or terminated in accordance with Section 12 of the Agreement or as otherwise directed by the United States Department of Housing and Development (hereinafter referred to as "HUD").

- B.** Section 11 entitled Other Program Requirements is amended by deleting the existing language in its entirety and substituting the following:

The City and County shall comply with all program or Project requirements, including those under Subpart K, 24 CFR 570, as they apply to each entity's Project implementation responsibilities and applicable Section 3 requirements in accordance with 24 CFR Part 135.

- C.** Section 34 is hereby added to this Agreement and shall read as follows:

The parties agree to use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Agreement. A party must give written notice to the other party of a claim for breach of this Agreement not later than the one hundred eightieth (180th) day after the date of the event giving rise to the claim.

III ACCEPTANCES:

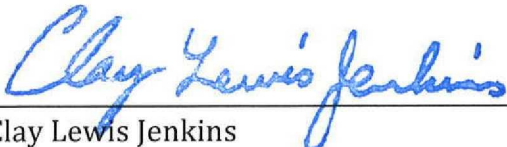
By their signatures below, the representatives of County and City executing this Amendment No. 1 represent that they are duly authorized to execute this Amendment No.1 on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein. The duly authorized representatives of County and City accept the terms of this Amendment No. 1 in full.

(This portion of the Implementation Agreement Amendment 1 intentionally left blank)

EXECUTED this the 29th day of January, 2013.

COUNTY:

CITY:


Clay Lewis Jenkins
County Judge

Mike Felix
Mayor

Recommended:

BY: 
Rick Loessberg
Director, Planning and Development

Approved to as Form*:

DALLAS COUNTY
CRAIG WATKINS
DISTRICT ATTORNEY

TERESA GUERRA SNELSON
CHIEF, CIVIL DIVISION

BY: 
Randall Miller
Assistant District Attorney

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



Legislation Details (With Text)

File #:	13-1436	Version:	1	Name:	ESO
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	3/13/2013	In control:		In control:	City Council
On agenda:	3/18/2013	Final action:		Final action:	
Title:	Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of the subscription agreement, by and between the city of Sachse, Texas and ESO Solutions, Inc., to provide software services to the Sachse Fire Department.				
	Executive Summary Recently City Council approved an addendum to the service agreement with Emergicon to fulfill the need for electronic patient care reporting (ePCR) software. Emergicon has negotiated subscription rates with ESO Solutions, Inc., a software company that designs and sales ePCR products. To complete the action approved by City Council a subscription agreement is required between the city of Sachse, Texas and ESO Solutions, Inc. To allow for the exchange of protected health information, to provide for end of service terms and detail parties responsibilities.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	51SACHSE Resolution Approving Subscription Agreement with ESO Solutions Inc 59691 (2).pdf				

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of the subscription agreement, by and between the city of Sachse, Texas and ESO Solutions, Inc., to provide software services to the Sachse Fire Department.

Executive Summary

Recently City Council approved an addendum to the service agreement with Emergicon to fulfill the need for electronic patient care reporting (ePCR) software. Emergicon has negotiated subscription rates with ESO Solutions, Inc., a software company that designs and sales ePCR products. To complete the action approved by City Council a subscription agreement is required between the city of Sachse, Texas and ESO Solutions, Inc. To allow for the exchange of protected health information, to provide for end of service terms and detail parties responsibilities.

Background

In February, City Council approved an addendum to the service agreement with Emergicon to fulfill the need for electronic patient care reporting (ePCR) software. Emergicon provides this service through an agreement with ESO Solutions, Inc

Policy Considerations

None

Budgetary Considerations

None

Staff Recommendations

Staff recommends approval of a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of the subscription agreement, by and between the city of Sachse, Texas and ESO Solutions, Inc., to provide software services to the Sachse Fire Department, as a Consent Agenda item.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE SUBSCRIPTION AGREEMENT, BY AND BETWEEN THE CITY OF SACHSE, TEXAS AND ESO SOLUTIONS, INC., TO PROVIDE SOFTWARE SERVICES TO THE SACHSE FIRE DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Sachse has been presented with a proposed Subscription Agreement between the City of Sachse and ESO Solutions, Inc. (the "Agreement") to provide software services to the Sachse Fire Department; and

WHEREAS, upon full review and consideration of the Agreement and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the City Manager should be authorized to execute the Agreement on behalf of the City of Sachse, Texas;

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

SECTION 1. That the City Manager is hereby authorized to execute the Agreement, attached hereto as Exhibit "A", with ESO Solutions, Inc. to provide software services to the Sachse Fire Department.

SECTION 2. This Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this the _____ day of _____, 2013.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

EXHIBIT A
SUBSCRIPTION AGREEMENT

SUBSCRIPTION AGREEMENT

This Subscription Agreement (the “Agreement”) is made as of the first date written below (the “Effective Date”) by and between ESO SOLUTIONS, INC., a Texas corporation with its principal place of business at 9020 N Capital of Texas Hwy, Building II-300, Austin, Texas 78759 (“ESO”), and Sachse Fire Department, with its principal place of business at 3815 Sachse Street, Sachse, Texas 75048 (“Customer”).

RECITALS:

WHEREAS, ESO is in the business of providing software services (the “Services”) to businesses and municipalities; and

WHEREAS, Customer desires to obtain these Services from ESO, all upon the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by Customer, the parties mutually agree to the following:

1. **Services.** ESO agrees to provide Customer the Services selected by Customer on Exhibit A attached hereto and incorporated by reference hereof. Customer agrees that Services purchased hereunder are neither contingent on the delivery of any future functionality or features, nor dependent on any oral or written public comments made by ESO regarding future functionality or features.
2. **Term.** The Term of this Agreement shall commence on the Effective Date and shall terminate one year after the Effective Date. The Agreement shall automatically renew for successive renewal terms of one year, unless one party gives the other party written notice that the Agreement will not renew, at least thirty (30) days prior to the end of the current Term.
3. **Subscription Fees, Invoices and Payment Terms.**
 - a. Subscription Fees. Customer has chosen to have Emergicon with its principal place of business at PO Box 180446, Dallas, Texas 75218 (“Billing Agent”) pay all or a portion of the ESO Subscription and/or One-time Fees on its behalf as indicated in Exhibit A. In the event that Billing Agent does not pay the Subscription and/or One-time Fees on behalf of Customer, and Customer chooses to continue receiving ESO Services, then Customer shall be responsible for any outstanding fees. The Subscription Fees are invoiced annually in advance. ESO may evaluate Customer’s usage and adjust Customer’s invoice based on changes in Customer usage as indicated in Exhibit A.
 - b. Payment of Invoices. Customer shall pay the full amount of invoices within thirty (30) days of receipt (the “Due Date”). Customer is responsible for providing complete and accurate billing and contact information to ESO and to notify ESO of any changes to such information.
 - c. Disputed Invoices. If Customer in good faith disputes a portion of an invoice, Customer shall remit to ESO, by the Due Date, full payment of the undisputed portion of the invoice. In addition, Customer must submit written documentation: (i) identifying the disputed amount, (ii) an explanation as to why the Customer believes this amount is incorrect, (iii) what the correct amount should be, and (iv) written evidence supporting Customer’s claim. If Customer does not notify ESO of a disputed invoice by the Due Date, Customer shall have waived its right to dispute that invoice. Any disputed amounts determined by ESO to be payable shall be due within ten (10) days of such determination.
4. **Termination.**
 - a. Termination by Customer for Cause. If ESO fails to perform a material obligation under this Agreement and does not remedy such failure within thirty (30) days following written notice from Customer (“ESO

Default”), Customer may terminate this Agreement without incurring further liability, except for the payment of all accrued but unpaid Subscription Fees. If ESO is unable to provide Service(s) for ninety (90) consecutive days due to a Force Majeure event as defined in Section 16a, *Force Majeure*, Customer may terminate the affected Service(s) without liability to ESO.

- b. **Termination by ESO for Customer Default.** ESO may terminate this Agreement with no further liability if (i) Customer fails to pay for Services as required by this Agreement and such failure remains uncorrected for five (5) days following written notice from ESO, or (ii) Customer fails to perform any other material obligation under this Agreement and does not remedy such failure within fifteen (15) days following written notice from ESO (collectively referred to as “Customer Default”). In the event of a Customer Default, ESO shall have the right to (i) terminate this Agreement; (ii) suspend all Services being provided to Customer; (iii) terminate the right to use the Software on the web and/or mobile devices; (iv) apply interest to the amount past due, at the rate of one and one-half percent (1½%) (or the maximum legal rate, if less) of the unpaid amount per month; (v) offset any amounts that are owed to Customer by ESO against the past due amount then owed to ESO; and/or (vi) take any action in connection with any other right or remedy ESO may have under this Agreement, at law or in equity. If ESO terminates this Agreement due to a Customer Default, Customer shall remain liable for all accrued Subscription Fees and other charges. In addition, Customer agrees to pay ESO’s reasonable expenses (including attorney and collection fees) incurred in enforcing ESO’s rights in the event of a Customer Default.

5. **Delivery of Data upon Expiration or Termination of Agreement.** If Customer requests its data within thirty (30) days of expiration of this Agreement, or the termination of this Agreement pursuant to Section 4a above, ESO shall deliver to Customer its data, in machine readable format, on DVD or CD, at Customer’s option. Customer shall reimburse ESO for the cost of the media on which Customer’s data is delivered to Customer. If Customer wants the data to be delivered in a medium other than DVD or CD, ESO shall make reasonable and good faith efforts to accommodate Customer, provided that Customer supplies the medium on which the data is to be provided and shall pay for any additional cost incurred by ESO in accommodating this request.

6. **System Maintenance.** In the event ESO determines that it is necessary to interrupt the Services or that there is a potential for Services to be interrupted for the performance of system maintenance, ESO will use good-faith efforts to notify Customer prior to the performance of such maintenance and will schedule such maintenance during non-peak hours (midnight to 6 a.m. Central Standard Time). In no event shall interruption of Services for system maintenance constitute a failure of performance by ESO.

7. **Access to Internet.** Customer has sole responsibility for obtaining, maintaining, and securing its connections to the Internet, and ESO makes no representations to Customer regarding the reliability, performance or security of any particular network or provider.

8. **Mobile Software.** If Customer elects to use ESO’s mobile Software (the “Software”), the provisions of this Section shall apply.

- a. **Use of Software.** Subject to the terms, conditions and restrictions in this Agreement and in exchange for the Mobile Software Interface Fees and/or Subscription Fees, ESO hereby grants to Customer non-exclusive, world-wide, non-transferable rights, for the Term of this Agreement, to use and copy (for installation and backup purposes only) the Software to the units for which the Mobile Software Interface has been purchased.
- b. **Ownership and Restrictions.** This Agreement does not convey any rights of ownership in or title to the Software or any copies thereof. All right, title and interest in the Software and any copies or derivative works thereof shall remain the property of ESO. Customer will not: (i) disassemble, reverse engineer or modify the Software; (ii) allow any third party to use the Software; (iii) use the Software as a component in any product or service provided by Customer to a third party; (iv) transfer, sell, assign, or otherwise convey the Software; (v) remove any proprietary notices placed on or contained within the Software; or (vi) copy

the Software except for backup purposes. Customer agrees to keep the Software free and clear of all claims, liens, and encumbrances.

- c. **Mobile Software Interface Fee.** The Mobile Software Interface Fee is non-refundable. The Software shall be deemed accepted upon delivery to Customer.

9. **Support and Updates.** During the term of this Agreement, ESO shall provide to Customer the support services and will meet the service levels as set forth in Exhibit B attached hereto and incorporated hereof. ESO will also provide Updates to Customer, in accordance with Exhibit B.
10. **Other Services.** Upon request by Customer, ESO may provide services related to the Software other than the standard support described above at ESO's then-current labor rates. This may include on-site consultation, customization, and initial technical assistance and training for the purpose of installing the Software and training selected personnel on the use and support of the Software. ESO shall undertake reasonable efforts to accommodate any written request by Customer for such professional services.
11. **Title.** ESO hereby represents and warrants to Customer that ESO is the owner of the Software or otherwise has the right to grant to Customer the rights set forth in this Agreement. In the event of a breach or threatened breach of the foregoing representation and warranty, Customer's sole remedy shall be to require ESO to either: (i) procure, at ESO's expense, the right to use the Software, or (ii) replace the Software or any part thereof that is in breach and replace it with Software of comparable functionality that does not cause any breach.
12. **Indemnification by Customer.** To the extent allowed by law, Customer will defend and indemnify ESO from any and all claims brought against ESO by third parties and will hold ESO harmless from all corresponding losses incurred by ESO arising out of or related to (i) Customer's misuse of the Services and/or Software, (ii) any services provided by Customer to third parties, or (iii) Customer's negligence, inaction or omission in connection with the services it provides to third parties.
13. **Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION HEREOF, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST REVENUES OR COST OF PURCHASING REPLACEMENT SERVICES) ARISING OUT OF OR RELATING TO THIS AGREEMENT. ADDITIONALLY, ESO SHALL NOT BE LIABLE TO CUSTOMER FOR ANY ACTUAL DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT THAT ESO HAS, PRIOR TO SUCH TIME, COLLECTED FROM CUSTOMER WITH RESPECT TO SERVICES DELIVERED HEREUNDER. FURTHERMORE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, EITHER IN CONTRACT OR IN TORT, FOR PROTECTION FROM UNAUTHORIZED ACCESS OF CUSTOMER DATA OR FROM UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER DATA FILES, PROGRAMS, PROCEDURE OR INFORMATION NOT CONTROLLED BY ESO, THROUGH ACCIDENT OR FRAUDULENT MEANS OR DEVICES.
14. **Acknowledgements and Disclaimer of Warranties.** Customer acknowledges that ESO cannot guarantee that there will never be any outages in ESO's network and that no credits shall be given in the event Customer's access to ESO's network is interrupted. UNLESS OTHERWISE SPECIFIED HEREIN, ESO MAKES NO WARRANTY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR A PARTICULAR PURPOSE, OF ANY SERVICE OR SOFTWARE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER (INCLUDING WITHOUT LIMITATION THAT THERE WILL BE NO IMPAIRMENT OF DATA), ALL OF WHICH WARRANTIES BY ESO ARE HEREBY EXCLUDED AND DISCLAIMED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

15. Confidential Information. “Confidential Information” shall mean all information disclosed in writing by one party to the other party that is clearly marked “CONFIDENTIAL” or “PROPRIETARY” by the disclosing party at the time of disclosure or which reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information does not include any information that (i) was already known by the receiving party free of any obligation to keep it confidential at the time of its disclosure; (ii) becomes publicly known through no wrongful act of the receiving party; (iii) is rightfully received from a third person without knowledge of any confidential obligation; (iv) is independently acquired or developed without violating any of the obligations under this Agreement; (v) is approved for release by written authorization of the disclosing party; or (vi) is required to be released by a written decision from the Texas Attorney General.

A recipient of Confidential Information shall not disclose the information to any person or entity except for the recipients and/or its employees, contractors and consultants who have a need to know such Confidential Information. The recipient may disclose Confidential Information pursuant to a judicial or governmental request, requirement or order; provided that the recipient shall take all reasonable steps to give prior notice to the disclosing party.

Confidential Information shall not be disclosed to any third party without the prior written consent of the owner of the Confidential Information. The recipient shall use Confidential Information only for purposes of this Agreement and shall protect Confidential Information from disclosure using the same degree of care used to protect its own Confidential Information, but in no event less than a reasonable degree of care. Confidential Information shall remain the property of the disclosing party and shall be returned to the disclosing party or destroyed upon request of the disclosing party. Because monetary damages may be insufficient in the event of a breach or threatened breach of the foregoing provisions, the affected party may be entitled to seek an injunction or restraining order in addition to such other rights or remedies as may be available under this Agreement, at law or in equity, including but not limited to monetary damages.

16. General Provisions.

- a. Force Majeure. Neither party shall be liable to the other, nor deemed in default under this Agreement if and to the extent that such party’s performance of this Agreement is delayed or prevented by reason of Force Majeure, which is defined to mean an event that is beyond the reasonable control of the affected party and occurs without such party’s fault or negligence.
- b. Entire Agreement. This Agreement, including all exhibits, addenda and any Business Associate Agreement (as that term is used in the Health Insurance Portability and Accountability Act and related regulations) hereto, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is asserted.
- c. Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to choice or conflict of law rules.
- d. Arbitration. [INTENTIONALLY OMITTED]
- e. No Press Releases without Consent. Neither party may use the other party's name or trademarks, nor issue any publicity or public statements concerning the other party or the existence or content of this Agreement, without the other party's prior written consent. Notwithstanding, Customer agrees that ESO may use Customer’s name and logo in ESO sales presentations, without Customer’s prior written consent, during the Term of this Agreement, but only for the purposes of identifying the Customer as a customer of ESO. Likewise, Customer may use ESO's name and logo to identify ESO as a vendor or provider for Customer.

- f. Aggregate Data Reporting. Customer hereby grants ESO the right to collect data for aggregate reporting purposes, but in no event shall ESO disclose Protected Health Information (“PHI”) unless permitted by law. Moreover, ESO will not identify Customer without Customer’s consent.
- g. Compliance with Laws. Both parties shall comply with and give all notices required by all applicable federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of this Agreement.
- h. Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.
- i. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- j. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given as of the date of delivery or confirmed facsimile or email transmission. Notices must be delivered or sent to the parties’ respective addresses set forth above.
- k. Taxes. Unless otherwise required by law, Customer is responsible for and will remit (or will reimburse ESO for) all taxes of any kind, including sales, use, duty, customs, withholding, property, value-added, and other similar federal, state or local taxes (other than taxes based on ESO’s income) assessed in connection with the Services and/or Software provided to Customer under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the first written below.

ESO SOLUTIONS, INC.

CUSTOMER

By: _____

By: _____

Name: **Chris Dillie**

Name: _____

Title: **President/CEO**

Title: _____

Date: _____

Date: _____

Telephone: **866.766.9471 x 1022**

Telephone: _____

Email: **chris.dillie@esosolutions.com**

Email: _____

EXHIBIT A
SOFTWARE FEE SCHEDULE

Customer hereby selected the following ESO Services, at the fees indicated:

Emergicon will provide the following products:

- ESO ePCR Annual Subscription (1)
- ESO Pro Mobile Application (2)
- Cardiac Monitor Interface (1)
- Billing Interface (1)
- Onsite Training (1)
- Training Travel Expense (1)

EXHIBIT B

SUPPORT SERVICES AND SERVICE LEVELS

This Exhibit describes the software support services (“Support Services”) that ESO will provide and the service levels that ESO will meet.

1. Definitions.

Unless defined otherwise herein, capitalized terms used in this Exhibit shall have the same meaning as set forth in the Agreement.

- (a) “Customer Service Representative” shall be the person at ESO designated by ESO to receive notices of Errors encountered by Customer that Customer’s Administrator has been unable to resolve.
- (b) “Error” means any failure of the Software to conform in any material respect with its published specifications.
- (c) “Error Correction” means a bug fix, patch, or other modification or addition that brings the Software into material conformity with its published performance specifications.
- (d) “Priority A Error” means an Error that renders the Software inoperable or causes a complete failure of the Software.
- (e) “Priority B Error” means an Error that substantially degrades the performance of the Software or materially restricts Customer’s use of the Software.
- (f) “Priority C Error” means an Error that causes only a minor impact on Customer’s use of the Software.
- (g) “Update” means any new commercially available or deployable version of the Software, which may include Error Corrections, enhancements or other modifications, issued by ESO from time to time to its Customers.
- (h) “Normal Business Hours” means 8:00 am to 5:00 pm Monday through Friday, Central Time Zone.

2. Customer Obligations.

Customer will provide at least one administrative employee (the “Administrator” or “Administrators”) who will handle all requests for first-level support from Customer’s employees with respect to the Software. Such support is intended to be the “front line” for support and information about the Software to Customer’s employees. ESO will provide training, documentation, and materials to the Administrators to enable the Administrators to provide technical support to Customer’s employees. The Administrators will refer any Errors to ESO’s Customer Service Representative that the Administrators cannot resolve, pursuant to Section 3 below; and the Administrators will assist ESO in gathering information to enable ESO to identify problems with respect to reported Errors.

3. Support Services.

- (a) *Scope.* As further described herein, the Support Services consist of: (i) Error Corrections that the Administrator is unable to resolve and (ii) periodic delivery of Error Corrections and Updates. The Support Services will be available to Customer during normal business hours, to the extent practicable. Priority A Errors encountered outside normal business hours may be communicated to the Customer Service Representative via telephone or email. Priority B and C Errors encountered outside normal business hours shall be communicated via email.
- (b) *Procedure.*
 - (i) *Report of Error.* In reporting any Error, the Customer’s Administrator will describe to ESO’s Customer Service Representative the Error in reasonable detail and the circumstances under which the Error occurred or is occurring; the Administrator will initially classify the Error as a Priority A, B or C Error. ESO reserves the right to reclassify the Priority of the Error.
 - (ii) *Efforts Required.* ESO shall exercise commercially reasonable efforts to correct any Error reported by the Administrator in accordance with the priority level assigned to such Error by the Administrator. Errors shall be communicated to ESO’s Customer Service Representative after hours as indicated below, depending on the priority level of the Error. In the event of an Error, ESO will within the time periods set forth below, depending upon the priority level of the Error, commence verification of the Error; and, upon verification, will commence Error Correction. ESO will work diligently to verify the Error and, once an Error has been verified, and until an Error Correction has been provided to the Administrator, shall use

commercially reasonable, diligent efforts to provide a workaround for the Error as soon as reasonably practicable. ESO will provide the Administrator with periodic reports on the status of the Error Correction on the frequency as indicated below.

Priority of Error	Communicating Error to ESO outside Normal Business Hours	Time in Which ESO Will Commence Verification	Frequency of Periodic Status Reports
Priority A	Telephone or email	Within 8 hours of notification	Every 4 hours until resolved
Priority B	Email	Within 1 business day of notification	Every 6 hours until resolved
Priority C	Email	Within two calendar weeks of notification	Every week until resolved

4. ESO Server Administration.

ESO is responsible for maintenance of Server hardware. Server administration includes:

- (a) Monitoring and Response
- (b) Service Availability Monitoring
- (c) Backups
- (d) Maintenance
 - (i) Microsoft Patch Management
 - (ii) Security patches to supported applications and related components
 - (iii) Event Log Monitoring
 - (iv) Log File Maintenance
 - (v) Drive Space Monitoring
- (e) Security
- (f) Virus Definition & Prevention
- (g) Firewall

EXHIBIT C

BUSINESS ASSOCIATES AGREEMENT

This Agreement (this "Agreement") is made and entered into as of the contract execution date by and between **ESO Solutions Inc.**, ("Business Associate") a State of Texas corporation, and **Sachse Fire Department** ("Covered Entity").

WHEREAS, Business Associate acknowledges that Covered Entity has in its possession data that contains individual identifiable health information as defined by Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA") and the regulations promulgated thereunder; and

WHEREAS, Business Associate and Covered Entity are parties to an agreement (the "Service Agreement"), pursuant to which the fulfillment of the Parties' obligations thereunder necessitates the exchange of, or access to, data including individual identifiable health information,

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Parties agree as follows:

ARTICLE 1

DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the meanings set forth below.

- 1.1 "HHS Transaction Standard Regulation" means the Code of Federal Regulations ("CFR") at Title 45, Sections 160 and 162.
- 1.2 "Individual" means the subject of PHI or, if deceased, his or her personal representative.
- 1.3 "Parties" shall mean the Covered Entity and Business Associate. (Covered Entity and Business Associate, individually, may be referred to as a "Party.")
- 1.4 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 1.5 "PHI" shall have the same meaning as the term "protected health information in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of the Covered Entity.
- 1.6 "Required By Law" shall have the same meaning as "required by law" in 45 CFR §164.501.
- 1.7 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

ARTICLE 2

CONFIDENTIALITY

- 2.1 Obligations and Activities of Business Associate. Business Associate agrees as follows:

- (a) not to use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law;
- (b) to establish, maintain, and use appropriate safeguards to prevent use or disclosure of the PHI other than as permitted herein;
- (c) to report to Covered Entity any use, access or disclosure of the PHI not provided for by this Agreement, or any misuse of the PHI, including but not limited to systems compromises of which

- it becomes aware, and to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result thereof;
- (d) to enforce and maintain appropriate policies, procedures, and access control mechanisms to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. The access and privileges granted to any such agent shall be the minimum necessary to perform the assigned functions;
 - (e) to provide access, at the request of Covered Entity, and in the time and manner reasonable designated by Covered Entity, to PHI in a Designated Record Set (as defined in the Privacy Rule), to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524;
 - (f) to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner reasonably requested by Covered Entity;
 - (g) to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner reasonably requested by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule;
 - (h) to document such disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
 - (i) to provide to Covered Entity or an Individual, in a time and manner reasonably requested by Covered Entity, information collected in accordance with Section 2.1(i) above to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
 - (j) to promptly notify Covered Entity of all actual or suspected instances of deliberate unauthorized attempts (both successful and unsuccessful) to access PHI;
 - (k) to maintain and enforce policies, procedures and processes to protect physical access to hardware, software and/or media containing PHI (e.g., hardcopy, tapes, removable media, etc.) against unauthorized physical access during use, storage, transportation, disposition and /or destruction;
 - (l) to ensure that access controls in place to protect PHI and processing resources from unauthorized access are controlled by two-factor identification and authentication: a user ID and a Token, Password or Biometrics.

2.2 Disclosures Required By Law.

In the event that Business Associate is required by law to disclose PHI, Business Associate will immediately provide Covered Entity with written notice and provide Covered Entity an opportunity to oppose any request for such PHI or to take whatever action Covered Entity deems appropriate.

2.3 Specific Use and Disclosure Provisions.

- (a) Except as otherwise limited in this Agreement, Business Associate may use PHI only to carry out the legal responsibilities of the Business Associate under the Service Agreement.
- (b) Except as otherwise limited in this Agreement, Business Associate may only disclose PHI (i) as Required By Law, or (ii) in the fulfillment of its obligations under the Service Agreement and provided that Business Associate has first obtained (A) the consent of Covered Entity for such disclosure, (B) reasonable assurances from the person to whom the information is disclosed that the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and (C) reasonable assurances from the person to

whom the information is disclosed that such person will notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 Obligations of Covered Entity.

- (a) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosures of PHI.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (d) For any PHI received by Covered Entity from Business Associate on behalf of a third party or another covered entity, Covered Entity agrees to be bound to the obligations and activities of Business Associate enumerated in Section 2.1 as if, and to the same extent, Covered Entity was the named Business Associate hereunder.

2.5 Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

2.6 Policy and Procedure Review.

Upon request, Business Associate shall make available to Covered Entity any and all documentation relevant to the safeguarding of PHI including but not limited to current policies and procedures, operational manuals and/or instructions, and/or employment and/or third party agreements.

ARTICLE 3 SECURITY

3.1 Government Healthcare Program Representations.

Business Associate hereby represents and warrants to Covered Entity, its shareholders, members, directors, officers, agents, or employees that Business Associate has not been excluded or has not been served a notice of exclusion or has not been served with a notice of proposed exclusion, or has not committed any acts which are cause for exclusion from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including, but not limited to, Medicare or Medicaid, and has not been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deterred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state or local government agency, (d) the unlawful manufacture, distribution, prescription, or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. Business Associate

further agrees to notify Covered Entity immediately after Business Associate becomes aware that the foregoing representation and warranty may be inaccurate or may be incorrect.

3.2 Security Procedures.

Each Party shall employ security procedures that comply with HIPAA and all other applicable state and federal laws and regulations (collectively, the "Law") and that are commercially reasonable, to ensure that transactions, notices, and other information that are electronically created, communicated, processed, stored, retained or retrieved are authentic, accurate, reliable, complete and confidential. Moreover, each Party shall, and shall require any agent or subcontractor involved in the electronic exchange of data to:

- (a) require its agents and subcontractors to provide security for all data that is electronically exchanged between Covered Entity and Business Associate;
- (b) provide, utilize, and maintain equipment, software, services and testing necessary to assure the secure and reliable transmission and receipt of data containing PHI;
- (c) maintain and enforce security management policies and procedures and utilize mechanisms and processes to prevent, detect, record, analyze, contain and resolve unauthorized access attempts to PHI or processing resources;
- (d) maintain and enforce policies and guidelines for workstation use that delineate appropriate use of workstations to maximize the security of data containing PHI;
- (e) maintain and enforce policies, procedures and a formal program for periodically reviewing its processing infrastructure for potential security vulnerabilities;
- (f) implement and maintain, and require its agents and subcontractors to implement and maintain, appropriate and effective administrative, technical and physical safeguards to protect the security, integrity and confidentiality of data electronically exchanged between Business Associate and Covered Entity, including access to data as provided herein. Each Party and its agents and subcontractors shall keep all security measures current and shall document its security measures implemented in written policies, procedures or guidelines, which it will provide to the other Party upon the other Party's request.

ARTICLE 4 EXCHANGE OF STANDARD TRANSMISSIONS

4.1 Obligations of the Parties. Each of the Parties agrees that for the PHI,

- (a) it will not change any definition, data condition or use of a data element or segment as proscribed in the HHS Transaction Standard Regulation.
- (b) it will not add any data elements or segments to the maximum denied data set as proscribed in the HHS Transaction Standard Regulation.
- (c) it will not use any code or data elements that are either marked "not used" in the HHS Standard's implementation specifications or are not in the HHS Transaction Standard's implementation specifications.
- (d) it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specifications.

4.2 Incorporation of Modifications to HHS Transaction Standards.

Each of the Parties agrees and understands that from time-to-time, HHS may modify and set compliance dates for the HHS Transaction Standards. Each of the Parties agrees to incorporate by reference into this Agreement any such modifications or changes.

4.3 Business Associate Obligations.

- (a) Business Associate shall not submit duplicate transmissions unless so requested by Covered Entity.
- (b) Business Associate shall only perform those transactions that are authorized by Covered Entity. Furthermore, Business Associate assumes all liability for any damage, whether direct or indirect, to the electronic data or to Covered Entity's systems caused by Business Associate's unauthorized use of such transactions.
- (c) Business Associate shall hold Covered Entity harmless from any claim, loss or damage of any kind, whether direct or indirect, whether to person or property, arising out of or related to (1) Business Associate's use or unauthorized disclosure of the electronic data; or (2) Business Associate's submission of data, including but not limited to the submission of incorrect, misleading, incomplete or fraudulent data.
- (d) Business Associate agrees to maintain adequate back-up files to recreate transmissions in the event that such recreations become necessary. Back-up tapes shall be subject to this Agreement to the same extent as original data.
- (e) Business Associate agrees to trace lost or indecipherable transmissions and make reasonable efforts to locate and translate the same. Business Associate shall bear all costs associated with the recreation of incomplete, lost or indecipherable transmissions if such loss is the result of an act or omission of Business Associate.
- (f) Business Associate shall maintain, for seven (7) years, true copies of any source documents from which it produces electronic data.
- (g) Except encounter data furnished by Business Associate to Covered Entity, Business Associate shall not (other than to correct errors) modify any data to which it is granted access under this Agreement or derive new data from such existing data. Any modification of data is to be recorded, and a record of such modification is to be retained by Business Associate for a period of seven (7) years.
- (h) Business Associate shall not disclose security access codes to any third party in any manner without the express written consent of Covered Entity. Business Associate furthermore acknowledges that Covered Entity may change such codes at any time without notice. Business Associate shall assume responsibility for any damages arising from its disclosure of the security access codes or its failure to prevent any third party use of the system without the express written consent of Covered Entity.
- (i) Business Associate shall maintain general liability coverage, including coverage for general commercial liability, for a limit of not less than one million dollars, as well as other coverage as Covered Entity may require, to compensate any parties damaged by Business Associate's negligence. Business Associate shall provide evidence of such coverage in the form of a certificate of insurance and agrees to notify Covered Entity and/or HOI immediately of any reduction or cancellation of such coverage.

- (j) Business Associate agrees to conduct testing with Covered Entity to ensure delivery of files that are HIPAA-AS Compliant and to accommodate Covered Entity's specific business requirements.

4.4 Confidential and Proprietary Information

- (a) Proprietary Information

Business Associate acknowledges that it will have access to certain proprietary information used in Covered Entity's business. Covered Entity's proprietary information derives its commercial value from the fact that it is not available to competitors or any third parties, and the disclosure of this information would or could impair Covered Entity's competitive position or otherwise prejudice its ongoing business. Business Associate agrees to treat as confidential, and shall not use for its own commercial purpose or any other purpose, Covered Entity's proprietary information. Business Associate shall safeguard Covered Entity's proprietary information against disclosure except as may be expressly permitted herein. Such proprietary information includes, but is not limited to, confidential information concerning the business operations or practices of Covered Entity, including specific technology processes or capabilities.

ARTICLE 5 MISCELLANEOUS

5.1 Indemnification.

Each Party agrees to indemnify the other for any damages, costs, expenses or liabilities, including legal fees and costs, arising from or related to a breach of such Party's obligations hereunder.

5.2 Term and Termination.

- (a) Term. The Term of this Agreement shall be effective as of the date first written above, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon a material breach by Business Associate of its obligation hereunder, Covered Entity may (i) terminate this Agreement and the Service Agreement; and (ii) report the violation to the Secretary.
- (c) Effect of Termination.
 - (i) Except as provided in paragraph 5.2(c)(ii), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - (ii) In the event that Business Associate determines that returning the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Covered Entity's agreement that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and

disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

5.3 Disputes.

Any controversy or claim arising out of or relating to the Agreement will be finally settled by compulsory arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), except for injunctive relief as described below.

5.4 Injunctive Relief.

Notwithstanding any rights or remedies provided for in Section 5.3, Covered Entity retains all rights to seek injunctive relief to prevent the unauthorized use of disclosure of PHI by Business Associate or any agent, contractor or third party that received PHI from Business Associate.

5.5 Regulatory References.

A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

5.6 Amendment.

The Parties agree to take such action as is necessary to amend this Agreement from time to time to the extent necessary for Covered Entity to comply with the requirements of HIPAA and its regulations. All amendments to this agreement shall be in writing and signed by both parties.

5.7 Survival.

The respective rights and obligations of Business Associate and Covered Entity under Sections 4.4, 5.1 and 5.2(c) of this Agreement shall survive the termination of this Agreement.

5.8 Limitation of Damages.

Other than liabilities under Section 5.1, neither party shall be liable to the other for any special, incidental, exemplary, punitive or consequential damages arising from or as a result of any delay, omission, or error in the electronic transmission or receipt of any information pursuant to this Agreement, even if the other Party has been advised of the possibility of such damages.

5.9 Interpretation.

Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.



Legislation Details (With Text)

File #:	13-1435	Version:	1	Name:	Employee Recognition Q1 2013
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	3/13/2013	In control:		In control:	City Council
On agenda:	3/18/2013	Final action:		Final action:	
Title:	Recognize employees for their service to the City of Sachse.				

Executive Summary

Each quarter the City Council recognizes the Employee of the Quarter and employees with 5, 10, 15, 20, and 25 year service anniversaries.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

Recognize employees for their service to the City of Sachse.

Executive Summary

Each quarter the City Council recognizes the Employee of the Quarter and employees with 5, 10, 15, 20, and 25 year service anniversaries.

Background

5 Year Service Award

Jaime Marquez- Crew Leader, Streets

Jaime Marquez was hired as a Maintenance Tech in October 2007, and quickly promoted to the position of Crew Leader in June 2008. His experience is very valuable to the Street Department, and his employees truly depend on him. Jaime is here early every day ready to complete any tasks assigned to him.

Dennis Veach - Police Chief

Chief Veach is truly a renaissance man. Since he has been with the City of Sachse, the Police Department has won two awards with the Texas Municipal League; the first was a Municipal Excellence Award for the Builders Anti-Theft Program in 2009, then a subsequent 2010 Excellence in Communications Award for working with the Asian Community during a string of home burglaries. Chief Veach received the Out of the Box award in 2010 from the Texas Police Chief's Association, and led the department's effort to become designated through the Texas Police Chief's Association Best Practices Recognition Program in 2011.

10 Year Service Award

Merrilee Rogers - Part-Time Library Clerk

Merrilee Rogers has been a key part of the Library's success for the last 10 years. She has a true love of reading and does an outstanding job helping with the selection of fiction books. Merilee always comes through and is always willing to flex her schedule to ensure the library is covered.

Robert Knappage - Fire Captain

Captain Robert Knappage has served as the EMS Coordinator for Sachse Fire Rescue since 2000, becoming full-time as EMS Coordinator/Fire Inspector in 2002, and subsequently promoting to Fire Captain in March 2011. Captain Knappage established fire based EMS in Sachse within the volunteer fire department and initiated and instructed a basic EMT training program for Sachse and surrounding cities. He planned and implemented electronic patient care reporting for the department and was named 2010 Texas EMS Instructor of the Year by the Texas Department of State Health Services.

25 Year Service Award

Vicki Dickerson - Records Manager/Evidence Custodian

Vicki Dickerson was hired as the City of Sachse's first and only Records Manager. Beginning with a lowly typing stand as her first desk, she created the systems and structure in place today to ensure all records are maintained appropriately. She has created a cohesive team that can step into each others' roles as necessary. Vicki also established the property evidence system, which allows the department to maintain chain of custody for all evidence and ensures the City of Sachse meets all legal requirements for retention and disposal. Vicki also serves as the department Quartermaster.

Employee of the Quarter

Andrew Abbott - Police Officer

Officer Andrew Abbott has been employed with the City of Sachse since 2008. For the last several months he has functioned in the role of Officer in Charge and has done an outstanding job. Officer Abbott brings a positive attitude to his job and is seen by employees in the Police Department as a problem solver. Officer Abbott is willing to go above and beyond to ensure the job gets done.

Employee of the Year 2012

Teresa Savage - Finance Manager

Teresa has been employed with the City of Sachse since 2010. During this time, she has brought a high level of professionalism to her position. She is meticulous, always engaged in her work, and goes the extra mile when necessary. She has saved the City money through her knowledge of funding programs and has spent many long nights and weekends working without complaint. Teresa treats everyone with courtesy and respect and has developed an excellent working relationship with staff as well as setting a great example. She has the knack of looking at both sides of an issue to come to the best resolution for the organization and her specific customer. Teresa exemplifies fairness and is willing to jump in and help. Her actions have set a high standard for others to follow.

Policy Considerations
None

Budgetary Considerations
None

Staff Recommendations
Staff recommends that presentations be made by Mayor Felix.



Legislation Details (With Text)

File #:	13-1421	Version:	1	Name:	Proclamation declaring Week of the Young Child
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	3/6/2013	In control:		In control:	City Council
On agenda:	3/18/2013	Final action:		Final action:	
Title:	Proclamation declaring Week of the Young Child.				

Executive Summary

The Collin County Association for the Education of Young Children in conjunction with the National Association for the Education of Young Children are celebrating the Week of the Young Child, April 14-20, 2013.

Sponsors:

Indexes:

Code sections:

Attachments: [Proc. Week of Young Child.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Proclamation declaring Week of the Young Child.

Executive Summary

The Collin County Association for the Education of Young Children in conjunction with the National Association for the Education of Young Children are celebrating the Week of the Young Child, April 14-20, 2013.

Background

Mr. Mark Slavin with the Lovejoy Independent School District requested this proclamation and will be here to receive it. Please see attached letter of request and proclamation.

Policy Considerations

None.

Budgetary Considerations

None.

Mayor Felix present the proclamation declaring Week of the Young Child, April 14-20, 2013.

PROCLAMATION

Whereas, the Collin County Association for the Education of Young Children and other local organizations, in conjunction with the National Association for the Education of Young Children, are celebrating the Week of the Young Child™, April 14–20, 2013; and

Whereas, these organizations are working to improve early learning opportunities, including early literacy programs, that can provide a foundation of learning for children in Collin County; and

Whereas, teachers and others who make a difference in the lives of young children in Collin County deserve thanks and recognition; and

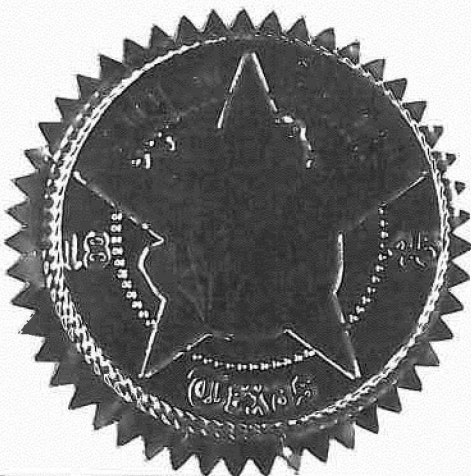
Whereas, public policies that support early learning for all young children are crucial to young children's futures.

NOW, THEREFORE, by the powers vested in me as Mayor of the great City of Sachse, Texas, I do hereby proclaim

**April 14-20, 2013 as "Week of the Young Child"
in the City of Sachse**

and encourage all citizens to work to make a good investment in early childhood in Sachse.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sachse, Texas to be affixed this the 18th day of March, 2013.



Mike Felix
Mayor

Terry Smith

From: Mike Felix
Sent: Wednesday, January 30, 2013 12:10 PM
To: Terry Smith
Subject: Fwd: Week of the Young Child
Attachments: CCAEYC WOYC Proclamation by Mayor or Governor.docx

Sent from my Motorola Smartphone on the Now Network from Sprint!

-----Original message-----

From: Mark Slavin <Mark_Slavin@lovejoyisd.net>
To: Mike Felix <mfelix@cityofsachse.com>
Sent: Wed, Jan 30, 2013 18:04:41 GMT+00:00
Subject: Fwd: Week of the Young Child

>>> Mark Slavin 1/18/2013 3:59 PM >>>
Hello Mayor Felix,

I am contacting you in regards to a proclamation letter for Week of the Young Child April 14th - 20th.

As an Early Childhood Administrator and Collin County Association for the Education of Young Children Member-At-Large, we are looking to draw attention to the importance of education for Collin County's youngest population and those who support them.

I humbly ask you to review the attached proclamation letter and make the necessary edits to the final paragraph with your signature and date.

Your support will make a difference in lives of young children throughout Collin County.

I hope you and your family have a great weekend.

Sincerely,

Mark Slavin

Director of Early Childhood and After School Programs
Lovejoy Independent School District
CCAECYC Member-At-Large
469-742-8150 Office
469-446-8863 Cell



Legislation Details (With Text)

File #:	13-1440	Version:	1	Name:	2013 Benefits Renewal
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	3/15/2013	In control:		In control:	City Council
On agenda:	3/18/2013	Final action:		Final action:	
Title:	Consider a resolution authorizing the City Manager to execute a contract with Blue Cross Blue Shield for group health insurance, Lincoln Financial for dental insurance, life insurance, accidental death and dismemberment insurance, long-term disability insurance, and Eyemed for vision insurance.				
	Executive Summary Each year the City of Sachse goes out to bid for group health insurance. This year the City also requested a market-check on dental; life insurance; long-term disability; accidental death & dismemberment and vision insurance.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2013 Benefits Renewal presentation pdf (2) 2013 Benefits Renewal Worksheet.pdf 2013 Brinson Council Presentation.pdf 2013 Brinson Staff Presentation.pdf 2013 Benefits Renewal Resolution.pdf				

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution authorizing the City Manager to execute a contract with Blue Cross Blue Shield for group health insurance, Lincoln Financial for dental insurance, life insurance, accidental death and dismemberment insurance, long-term disability insurance, and Eyemed for vision insurance.

Executive Summary

Each year the City of Sachse goes out to bid for group health insurance. This year the City also requested a market-check on dental; life insurance; long-term disability; accidental death & dismemberment and vision insurance.

Background

Healthcare

In an effort to ensure the City's cost of benefits remain competitive with the market, the City went out to bid for group health Insurance and requested proposals for dental; life insurance; long-term disability; accidental death & dismemberment and vision insurance.

A total of eleven bids were received for health insurance. The City requested and evaluated fully-insured options; self-insured options and a variety of plan design options including Health Reimbursement Arrangements, Health Savings Accounts and standard PPO options.

Aetna is the current carrier for the City's group health insurance. Aetna's initial renewal resulted in an increase of 40% for medical insurance with no plan design changes. Our benefits consulting firm, Brinson Benefits, attempted to negotiate with them to reduce the renewal, but the very lowest option they provided still contained a 22.66%. Additionally, this plan had significant changes which would greatly impact employees.

Blue Cross Blue Shield also offered several options, including a bundling of three options so employees could choose the plan that would best fit them. The three options include a core plan, Health Saving Account (HSA) option, and an option similar to what is available now.

An option the City looked at was to begin to move to a more self-funded approach through the HRA program by increasing our reimbursement amounts and only providing the reimbursement for employees in the core plan. This would increase the City's exposure somewhat; however, the administrative cost would decrease.

The proposal assembled for Council consideration includes three options for employees: a core plan, an HSA option, and a PPO option. This plan can be provided at no additional budgetary impact. Key provisions of the alternative include:

1. More flexible options for employees.
2. No additional budgetary expense.
3. A migration to a new healthcare provider.
4. A greater self-funded component to employee healthcare.
5. Reduced monthly premiums to both the City and employees.

Other Plan Provisions

The City received four bids for dental insurance. Lincoln Financial is the current carrier for dental insurance, and their renewal came in at a .09% increase. The competitors bids ranged from a 7.88% increase to a 48% increase.

Additionally, Lincoln Financial carries life insurance, long term disability and accidental death & dismemberment insurance. Rates on these products will remain flat for the next year.

The City also received information on including a Telemedicine option. This would allow employees and their families (up to six family members) access to a physician through the phone 24/7. This option would save on claims costs, especially with visits to the ER and Urgent Care facilities.

Although the City does not contribute towards the premiums for vision Insurance, Brinson Benefits conducted a market evaluation on vision insurance. We received two proposals for vision insurance and again EyeMed offered the most benefit while retaining current rates.

Policy Considerations

None

Budgetary Considerations

The City allocated a total of \$743,371 for Health (including the HRA); Dental; Life; LTD and AD&D insurance. As a result of the proposed 18% decrease in health insurance and the .09% proposed increase in dental insurance, the estimated actual cost for the 2012-2013 year is \$664,184. The estimated amount needed for 2013-2014 is \$743,371.

Staff Recommendations

Staff recommends approval of a resolution authorizing the City Manager to execute a contract with Blue Cross Blue Shield for group health insurance, Lincoln Financial for dental insurance, life insurance, accidental death and dismemberment insurance, long-term disability insurance, and Eyemed for vision insurance.



City of Sachse

Employee Benefits Renewal
March 18, 2013

Benefits Evaluated

- Health Insurance
(Fully-Insured, Health Savings Accounts, Partially-Insured & Self-Funded)
- Dental Insurance
- Vision Insurance
- Basic Life Insurance & Accidental Death and Dismemberment
- Long-Term Disability

Health Insurance Bids Received

- Aetna (current carrier)
- Blue Cross Blue Shield
- Texas Municipal League
- Cigna (Rejected by City – Incomplete Bid)

Third Party Administrators (TPA)

- Baker Benefits
- Healthsmart
- Meritain

Stop Loss for Self Insured Plan Bids Received

- American Fidelity
- Fairmont
- GWI
- Sunlife

Current Vendor – Aetna

- ▶ Initial Aetna bid came in at 40.64%
- ▶ Subsequent options offered with significant plan changes with increases ranging from 22.66% – 42.82%

Health Insurance

- ▶ 20 options reviewed including HSA's and PPO's
- ▶ Recommendation achieves:
 - No increase in City's overall healthcare budget
 - Multiple plan alternatives for employees
 - Minimized impacts to employees
 - Ability to participate in an HSA or PPO
 - Shift to increased "self funding"

Health Insurance

Recommendation

- Blue Cross–Blue Shield 18% decrease in total premiums after negotiations and plan design changes
- Budget Impact for 2012–2013
Savings: \$83,803
- Budget Impact for 2013/2014
Anticipated Decrease: \$150,279

Estimated Budget Impact

- Current Amount Budgeted for 2012/2013
\$645,900
- Estimated Actual for 2012/2013
\$562,097

- Estimated Budget for 2013/2014
\$495,621

Plan Design Changes Before HRA Application (Core Plan – Option 1)

	Current Plan Design	Proposed Plan Design
Deductible EE/EE+ Deps	\$2,500/\$7,500	\$10,000 (combined)
Co-Insurance	80/50	75/50
Individual Out of Pocket Max In/Out of Network	\$6,000/\$13,000	\$15,000/20,000
Family Out of Pocket Max In/Out of Network	\$18,000/\$39,000	\$45,000/\$60,000
Office Visit Co-Pay	\$35/\$65	\$40/\$40
Preventative	100%- no cym	100%- no cym
Prescription Co-pays	\$20/\$40/\$70* *Mandatory Generic	\$20/\$40/\$60* *Mandatory Generic

Plan Design Changes After HRA Reimbursement (Core – Opt. 1)

	Current Plan Design	Proposed Plan Design
Deductible EE/EE+ Deps	\$500/\$1,500	\$500/\$1,500
Co-Insurance	80/50	75/50
Individual Out of Pocket Max In Network	\$4,000	\$4,000
Family Out of Pocket Max In Network	\$12,000	\$12,000
Office Visit Co-Pay	\$35/\$65	\$40/\$40
Preventative	100%- no cym	100%- no cym
Prescription Co-pays	\$20/\$40/\$70* *Mandatory Generic	\$20/\$40/\$60* *Mandatory Generic

Option 2: HSA (HRA Does Not Apply)

	Current Plan Design	Proposed Plan Design
Deductible EE/EE+ Deps	\$2,500/\$6,000	\$4,000/\$8,000
Co-Insurance	80/50	100/70 After deductible
Individual Out of Pocket Max In/Out of Network	\$6,000/\$13,000	\$4,000/16,000
Family Out of Pocket Max In/Out of Network	\$18,000/\$39,000	\$8,000/\$32,000
Office Visit Co-Pay	\$35/\$65	100%/70% paid after deductible met
Preventative	100%- no cym	100%- no cym
Prescription Co-pays	\$20/\$40/\$70* *Mandatory Generic	100%/70% after deductible met

Option 3: Traditional Plan (HRA Does Not Apply)

	Current Plan Design	Proposed Plan Design
Deductible EE/EE+ Deps	\$2,500/\$6,000	\$2,500/\$7,500
Co-Insurance	80/50	80/60
Individual Out of Pocket Max In/Out of Network	\$6,000/\$13,000	\$5,500/8,500
Family Out of Pocket Max In/Out of Network	\$18,000/\$39,000	\$16,500/\$25,500
Office Visit Co-Pay	\$35/\$65	\$25/\$25
Preventative	100%- no cym	100%- no cym
Prescription Co-pays	\$20/\$40/\$70* *Mandatory Generic	\$10/\$40/\$60

Estimated Impact on Employees

► Premiums (annual)

- \$819 decrease for EE+ Spouse
- \$423 decrease for EE + Children
- \$1,354 decrease for EE + Family

► Co-pays

General (non-preventive) Office Visits

- \$15 increase per family member/\$60 increase per family
- (Assuming three visits per year for a family of 4)

Specialist office visits

- \$25 decrease per family member/ \$100 decrease per family (Assuming one specialist office visit per year, per family member in a family of 4)

Current & Proposed Health Insurance Costs – Core Plan

	Current Monthly Premiums	Proposed Monthly Premiums	Current City Contr.	Proposed City Contr.	Current Employee Contr.	Proposed Employee Contr.
Employee Only	\$380.41	\$291.36	\$380.41	\$291.36	\$0.00	\$0.00
Employee +Spouse	\$829.29	\$635.15	\$537.52	\$411.69	\$291.77	\$223.46
Employee +Child(ren)	\$612.45	\$469.08	\$461.62	\$353.56	\$150.83	\$115.52
Employee + Family	\$1,122.21	\$859.50	\$640.04	\$490.21	\$482.17	\$369.29

Current & Proposed Health Insurance Costs – HSA

	Current Monthly Premiums	Proposed Monthly Premiums	Current City Contr.	Proposed City Contr.	Current Employee Contr.	Proposed Employee Contr.
Employee Only	\$380.41	\$351.56	\$380.41	\$291.36	\$0.00	\$60.20
Employee +Spouse	\$829.29	\$766.40	\$537.52	\$411.69	\$291.77	\$354.71
Employee +Child(ren)	\$612.45	\$566.01	\$461.62	\$353.56	\$150.83	\$212.45
Employee + Family	\$1,122.21	\$1037.11	\$640.04	\$490.21	\$482.17	\$546.90

Current & Proposed Health Insurance Costs – Option 3

	Current Monthly Premiums	Proposed Monthly Premiums	Current City Contr.	Proposed City Contr.	Current Employee Contr.	Proposed Employee Contr.
Employee Only	\$380.41	\$438.93	\$380.41	\$291.36	\$0.00	\$147.57
Employee +Spouse	\$829.29	\$956.86	\$537.52	\$411.69	\$291.77	\$545.17
Employee +Child(ren)	\$612.45	\$706.66	\$461.62	\$353.56	\$150.83	\$353.10
Employee + Family	\$1,122.21	\$1294.84	\$640.04	\$490.21	\$482.17	\$804.63

Health Insurance Premium Comparisons

(Total Monthly Cost for Employee Only)

‣ Wylie	\$755	‣ Mesquite	\$453/\$482
‣ Frisco	\$582/\$678/\$741	‣ Cedar Hill	\$427/\$441
‣ Addison	\$528/\$628	‣ Rowlett	\$439
‣ McKinney	\$503/\$558	‣ Murphy	\$386
‣ Plano	\$498	‣ Sachse	\$291
‣ Greenville	\$515/\$515	‣ Prosper	\$240/\$262
‣ Little Elm	\$568/\$562	‣ Rockwall	\$295/\$808/913
‣ Duncanville	\$487		

Individual Deductibles–In Network Various Plans

‣ Addison	\$500/\$1,000	‣ Little Elm	\$1,500/\$3,000
‣ Greenville	\$500	‣ Rockwall	\$0/\$2,750/\$1,750
‣ Allen	\$500/\$500	‣ Cedar Hill	\$2,500
‣ Mesquite	\$750/\$1,000	‣ Duncanville	\$2,000
‣ Plano	\$1,000	‣ Wylie	\$2,000
‣ Frisco	0/\$250/\$1,500	‣ Rowlett	\$2,000/\$3,000
‣ McKinney	\$500/\$1,200	‣ Murphy	\$2,500
		‣ Sachse*	\$10,000
		‣ Prosper	\$500/\$1,000/\$3,000
‣ *Proposed			

Co-Insurance Comparisons

(In-Network)

‣ Plano	20%*	‣ McKinney	80%
‣ Greenville	80%	‣ Cedar Hill	80%
‣ Allen	80%/90%	‣ Rockwall	80%/90%
‣ Duncanville	70%	‣ Little Elm	80%/100%
‣ Sachse	80%	‣ Rowlett	80%/90%
‣ Murphy	80%	‣ Wylie	Fixed Rates
‣ Frisco	80%/80%/90%	‣ Prosper	100%
‣ Addison	80%		
‣ Mesquite	80%		

‣ *after deductible

Dental Insurance

- Lincoln (current carrier)
- Delta
- MetLife
- Guardian

Dental Insurance

Recommendation

- Lincoln Financial: .09% increase in total premiums
- City Contribution: \$28,990
- Additional Annual Cost to Employee: 0
- Budget Impact for 2012–2013: \$3,922
- Est. Budget Impact for 2013–2014: \$5,285

Life, Accidental Death & Dismemberment (AD&D)/ Long-Term Disability Insurance (LTD)

- Lincoln Financial (current carrier) – NO RATE CHANGE

Life, Accidental Death & Dismemberment (AD&D)/ Long- Term Disability Insurance (LTD)

Recommendation

- Lincoln Financial– Rate Pass
- Est. Budget Impact 5/2013–9/2013: \$694
- Est. Budget Impact for 10/2013–4/2014:
\$694

Voluntary Vision Bids Received

- EyeMed (current carrier)
- Block Vision

Voluntary Vision Insurance

Recommendation

- EyeMed– Rate pass, Block had lower level plan
- No rate increase for employees
- No budget impact

City does not contribute to Voluntary Vision

Total Budget Impact

2012/2013

Budgeted

‣ Health Insurance	\$645,900
‣ Dental Insurance	\$ 23,705
‣ Life/LTD/AD&D	\$ 17,294
‣ HRA Deductible	\$ 56,472
Total	\$743,371

2013/2014

Estimated Actual

‣ Health Insurance	\$495,621
‣ Dental Insurance	\$ 28,990
‣ Life/LTD/AD&D	\$ 17,988
‣ HRA Deductible	\$200,772
Total	\$743,371

2013/2014 Est.Budget Impact

‣ Health Insurance	\$495,621
‣ Dental Insurance	\$ 28,990
‣ Life/LTD/AD&D	\$ 17,988
‣ HRA Deductible	<u>\$200,772</u>
Total	\$743,371
	(No Increase)

Fiscal Year 2012-2013 Estimate

Medical

October - April	May - September	Total	12/13 Budget	Difference
\$359,803	\$202,294	\$562,097	\$645,900	-\$83,803

Dental

October - April	May - September	Total	12/13 Budget	Difference
\$15,792	\$11,835	\$27,627	\$23,705	\$3,922

Current Year Budget	
Health	\$645,900
Dental	\$23,705

Projected Annual Amount	
Medical	\$562,097
Dental	\$27,627

2012-2013 Total Est. Budget Savings (health & dental)	\$79,881
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Life, AD&D & LTD Insurance

October - April	May - September	Total	12/13 Budget	Difference
\$10,488	\$7,500	\$17,988	\$17,294	\$694

Current Annual Budget	
	\$17,294

Projected Annual Amount	
	\$17,988

2012-2013 Total Estimated Budget Overage (life)	\$694
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2012-2013 Total Estimated Budget Savings	\$79,187
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Fiscal Year 2013-2014 Estimate

Medical

October -April	May - September	13/14 Proposed Budget	12/13 Budget	Difference
\$283,211	\$212,410	\$495,621	\$645,900	-\$150,279

Dental

October -April	May - September	12/13 Proposed Budget	11/12 Budget	Difference
\$16,568	\$12,422	\$28,990	\$23,705	\$5,285

Proposed 13/14 Budget	
Health	\$495,621
Dental	\$28,990

2013/2014 Total Est.Budget Savings (health & dental)	-\$144,994
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Life, AD&D & LTD Insurance

October -April	May - September	13/14 Proposed Budget	12/13 Budget	Difference
\$10,488	\$7,500	\$17,988	\$17,294	\$694

Proposed 13/14 Budget	
	\$17,988

2013-2014 Total Estimated Budget Increase (life)	\$694
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2013-2014 Total Estimated Budget Savings	-\$144,300
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City of Sachse
HRA Payouts and Large Claim Statistics
2013

Claimants Over \$15,000 in paid claims per year over the last 5 years

Renewal Year	Reporting Range	Carrier	Large Claimants	Large Claim Amount
2013	5.1.2012-4.30.2013	Aetna	8	\$ 349,449
2012	5.1.2011-4.30.2012	Aetna	7	\$ 176,131
2011	5.1.2010-4.30.2011	UHC	4	\$ 113,579
2010	5.1.2009-4.30.2010	Cigna	2	\$ 34,633
2009	5.1.2008-4.30.2009	Unicare	7	\$ 193,024

Historic HRA Payout per year over the last 5 years

Renewal Year	Reporting Range	HRA Payout	2013 Annualized	AVG # of claimants
2013	5.1.2012-4.30.2013	\$ 27,771	\$ 35,079	17
2012	5.1.2011-4.30.2012	\$ 22,133		11
2011	5.1.2010-4.30.2011	\$ 49,884		25
2010	5.1.2009-4.30.2010	\$ 20,110		10
2009	5.1.2008-4.30.2009	\$ 44,301		22

City of Sachse Budget

	Participants	Current	Proposed 22a	Proposed 22b	Participants
Medical	119	\$ 633,895	\$ 485,505	\$ 485,505	95/12/12
HRA Administration	119	\$ 6,062	\$ 4,920	\$ 4,920	95
HRA Funding @ Expected	119	\$ 39,387	\$ 169,480	\$ 176,616	95
Dental	37/81	\$ 24,769	\$ 25,988	\$ 25,988	37/81
Vision	88	\$ -	\$ -	\$ -	88
Basic Life	120	\$ 5,932	\$ 5,932	\$ 5,932	120
Voluntary Life	77	\$ -	\$ -	\$ -	77
LTD	120	\$ 11,392	\$ 11,392	\$ 11,392	120
Cobra Administration	119	\$ 2,600	\$ 2,600	\$ 2,600	119
Telemedicine	119	\$ -	\$ 5,712	\$ 5,712	119
Total		\$ 724,037	\$ 711,529	\$ 718,665	
Change from Current			\$ (12,508)	\$ (5,372)	
% from Current			-1.73%	-0.74%	

If City absorbs 100% of dental increase add:

\$723 \$723

**amounts do not include what employees contribute

Medical Options 5.1.2013

					1	22a-core H.R.A. \$9,500 of deductible only			22b-core H.R.A.deductible & out of pocket differential		
Carrier					Current	Proposed			Proposed		
Plan Type					Aetna	BCBS			BCBS		
Plan Name					CPOS	PPO	H S A	PPO	PPO	H S A	PPO
					TX CPOS B25	RM34	RMH8	RM22	RM34	RMH8	RM22
					Value - 10						
Network					CPOS	Blue Choice	Blue Choice	Blue Choice	Blue Choice	Blue Choice	Blue Choice
Individual Deductible					\$2,500 / \$6,000	\$10,000	\$4,000 / \$8,000	\$2,500 Combined	\$10,000	\$4,000 / \$8,000	\$2,500 Combined
Family Deductible Limit					3x	3x	2x	3x	3x	2x	3x
Embedded/Non-Embedded					Embedded	Embedded	Embedded	Embedded	Embedded	Embedded	Embedded
Coinsurance					80 / 50	75 / 50	100 / 70	80 / 60	75 / 50	100 / 70	80 / 60
Individual Out of Pocket Max (ded. incl.)					\$6,000 / \$13,000	\$15,000 / \$20,000	\$4,000 / \$16,000	\$5,500 / \$8,500	\$15,000 / \$20,000	\$4,000 / \$16,000	\$5,500 / \$8,500
Family Out of Pocket Max (ded. Incl.)					\$18,000 / \$39,000	\$45,000 / \$60,000	\$8,000 / \$32,000	\$16,500 / \$25,500	\$45,000 / \$60,000	\$8,000 / \$32,000	\$16,500 / \$25,500
Office Visit Copay					\$35 / \$65	\$40 / \$40	100 / 70 AD	\$25 / \$25	\$40 / \$40	100 / 70 AD	\$25 / \$25
Preventive					100%-no cym	100%- no cym	100% - no cym	100%- no cym	100%- no cym	100% - no cym	100%- no cym
Routine Lab & Xray					Included in OV if billed as part of OV	Included in OV if billed as part of OV	Included in OV if billed as part of OV	Included in OV if billed as part of OV	Included in OV if billed as part of OV	Included in OV if billed as part of OV	Included in OV if billed as part of OV
Outpatient Surgery					80 / 50 AD	75 / 50 AD	100 / 70 AD	80 / 60 AD	75 / 50 AD	100 / 70 AD	80 / 60 AD
Hospital Services					80 / 50 AD	75 / 50 AD	100 / 70 AD	80 / 60 AD	75 / 50 AD	100 / 70 AD	80 / 60 AD
Per Confinement Hosp Copay					\$0	\$0	\$0	\$0	\$0	\$0	\$0
ER Copay or Deductible					\$250	\$100	Plan Deductible	\$100	\$100	Plan Deductible	\$100
ER Coinsurance					100 / 100	75 / 75 AD	100 / 100 AD	80 / 80 AD	75 / 75 AD	100 / 100 AD	80 / 80 AD
Urgent Care					\$75	\$65	100 / 70 AD	\$50	\$65	100 / 70 AD	\$50
Lifetime Maximum					Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Prescription Deductible					None	None	Plan Deductible	None	None	Plan Deductible	None
Prescription Card					\$20 / \$40 / \$70 Mandatory Generics/Step Therapy	\$20 / \$40 / \$60 Mandatory generic	100 / 70 AD	\$10 / \$40 / \$60 Mandatory generic	\$20 / \$40 / \$60 Mandatory generic	100 / 70 AD	\$10 / \$40 / \$60 Mandatory generic
Prescription Mail Order Copay					3x	3x	N/A	3x	3x	N/A	3x
Prescription Mail Order Supply					90 days	90 days	90 days	90 days	90 days	90 days	90 days
Prescription Out of Pocket Max					No Limit- Specialty filled at Aetna Pharmacy	No Limit	Plan Max	No Limit	No Limit	Plan Max	No Limit
Employee Only	Core	H.S.A.	Buy-Up	Total	Current	Proposed			Proposed		
Employee + Spouse	54	7	7	67	\$380.41	\$291.36		\$351.56	\$438.93	\$291.36	
Employee + Child(ren)	9	1	1	11	\$829.29	\$635.15		\$766.40	\$956.86	\$635.15	
Employee + Family	22	3	3	27	\$612.45	\$469.08		\$566.01	\$706.66	\$469.08	
	11	1	1	14	\$1,122.21	\$859.50		\$1,037.11	\$1,294.84	\$859.50	
	95	12	12	119						\$1,037.11	
Monthly Total					\$66,857	\$54,858				\$54,858	
Annual Total					\$802,281	\$658,291				\$658,291	
Change from Current						(\$143,990)				(\$143,990)	
% Change from Current						-17.95%				-17.95%	
Annual Employer Funding											
EE	100%				\$543,225	\$416,062				\$416,062	
Dependent	35%				\$90,669	\$69,443				\$69,443	
Total					\$633,895	\$485,505				\$485,505	
Change from Current						(\$148,390)				(\$148,390)	
% Change from Current						-23.41%				-23.41%	
Individual HRA Contribution					\$500 DED	\$500 DED				\$500 DED	
Family HRA Contribution	current	alt-a	alt-b		\$2,000	\$9,500				\$11,000	
* HRA Annual Admin Fee (pppm)	\$4.00	\$4.00	\$4.00	\$5,712	\$4,570	\$4,570				\$4,570	
* Renewal	\$250	\$250	\$250	\$250	\$250	\$250				\$250	
* HRA SPD/ Amendment Fee	\$100	\$100	\$100	\$100	\$100	\$100				\$100	
HRA Funding MAXIMUM	100%	100%	100%	\$446,000	\$1,694,800	\$1,694,800				\$1,962,400	
HRA Funding @ Est. Max Claims	25%	20%	18%	\$111,500	\$338,960	\$338,960				\$353,232	
HRA Funding @ Est. Expected Claims	15%	10%	9%	\$66,900	\$169,480	\$169,480				\$176,616	
					Annualized Claims & Admin						
Annual Total Funding, Admin. & Claims @ Est Max Claims					\$41,141	\$829,385				\$843,657	
Change from Current @ Est. Max. Claims						\$154,349				\$168,621	
% Change from Current @ Est. Max. Claims						22.87%				24.98%	
Annual Total Funding, Admin. & Claims @ Expected Claims					ACTUAL	\$675,036				\$667,041	
Change from Current @ Expected Claims						-\$15,131				-\$7,995	
% Change from Current @ Expected Claims						-2.24%				-1.18%	
* Refer to Benefit Bucks Proposal for additional fees											
Employee Monthly Payroll Deduction											
Employee Only					\$0.00	\$0.00	\$60.20	\$147.57	\$0.00	\$60.20	\$147.57
Employee + Spouse					\$291.77	\$223.46	\$354.71	\$545.17	\$223.46	\$354.71	\$545.17
Employee + Child(ren)					\$150.83	\$115.52	\$212.45	\$353.10	\$115.52	\$212.45	\$353.10
Employee + Family					\$482.17	\$369.29	\$546.90	\$804.63	\$369.29	\$546.90	\$804.63

City of Sachse
Dental Options
5.1.2013

Dental

	1			2		3	
Carrier	Current Lincoln Financial			Renewal Lincoln Financial		Renewal-negotiated Lincoln Financial	
Website	www.lincolffinancial.com			www.lincolffinancial.com		www.lincolffinancial.com	
Network	Lincoln Dental Connect			Lincoln Dental Connect		Lincoln Dental Connect	
Type of Plan	DHMO	PPO		DHMO	PPO	DHMO	PPO
Plan Name	None	None		None	None	None	None
Copay	\$5	None		\$5	None	\$5	None
Deductible	None	\$50		None	\$50	None	\$50
Waived for Preventive?	Fee Schedule	Yes		Fee Schedule	Yes	Fee Schedule	Yes
Preventive Care	Fee Schedule	80%		Fee Schedule	80%	Fee Schedule	80%
Basic Care	Fee Schedule	60%		Fee Schedule	60%	Fee Schedule	60%
Basic Waiting Period	None	None		None	None	None	None
Periodontics in Basic / Major?	Fee Schedule	Basic		Fee Schedule	Basic	Fee Schedule	Basic
Endodontics in Basic / Major?	Fee Schedule	Basic		Fee Schedule	Basic	Fee Schedule	Basic
Major Care	Fee Schedule	40%		Fee Schedule	40%	Fee Schedule	40%
Major Waiting Period	None	None		None	None	None	None
Annual Maximums	Unlimited	\$1,000		Unlimited	\$1,000	Unlimited	\$1,000
Maximum Rollover	None	None		None	None	None	None
Orthodontia	Fee Schedule	50%		Fee Schedule	50%	Fee Schedule	50%
Orthodontia Maximum	\$2,500	\$1,000		\$2,500	\$1,000	\$2,500	\$1,000
Orthodontia Waiting Period	None	None		None	None	None	None
Adult Orthodontia?	\$2,700	Not Covered		\$2,700	Not Covered	\$2,700	Not Covered
Implants	Not Covered	Not Covered		Not Covered	Not Covered	Not Covered	Not Covered
Out of Network Reimbursement	Fee schedule	90th		Fee schedule	90th	Fee schedule	90th
UCR Data Source	n/a	FairHealth		n/a	FairHealth	n/a	FairHealth
Rates							
Employee	14	49	63	\$9.66	\$20.77	\$9.66	\$22.02
Employee + Spouse	7	11	18	\$18.07	\$40.67	\$18.07	\$43.11
Employee + Child(ren)	5	12	17	\$16.42	\$47.20	\$16.42	\$50.03
Employee + Family	11	9	20	\$23.56	\$73.70	\$23.56	\$78.12
Total	37	81	118				
Monthly Total				\$3,298	\$3,540	\$3,460	
Annual Total				\$39,573	\$42,484	\$41,515	
Change from Current					\$2,911	\$1,942	
% Change from Current					7.36%	4.91%	
Annual Employer Funding							
EE Contribution	100%	\$24,477		\$26,295		\$25,692	
Dependent Contribution	\$50	\$291		\$297		\$295	
Annual Employer Premium		\$24,769		\$26,593		\$25,988	
Change from Current					\$1,824	\$1,219	
% Change from Current					7.36%	4.92%	
Participation Requirement							
Rate Guarantee				1 year		1 year	
Contingencies / Packaging				Packaged w/ LTD		Packaged w/ LTD	

**City of Sachse
Voluntary Vision Options
5.1.2013**

Vision

	1	2
	Current / Renewal	Proposed
Carrier	EyeMed	Block Vision
Website	www.eyemedvisioncare.com	www.blockvision.com
Network	Eyemed	Block Vision
Plan Name		Gold 125 Plan
Frequencies		
Exam/Lenses/Contacts/Frames	12/12/12/24	12/12/12/24
Eye Exam Benefit (In/Out)	\$10 / Reimb up to \$35	\$10 / Reimb up to \$35 after copay
Lenses -Single (In/Out)	\$10 / Reimb up to \$25	\$10 / Reimb up to \$25 after copay
Lenses - Bifocal (In/Out)	\$10 / Reimb up to \$40	\$10 / Reimb up to \$40 after copay
Lenses - Trifocal (In/Out)	\$10 / Reimb up to \$60	\$10 / Reimb up to \$45 after copay
Lenses - Lenticular (In/Out)	N/A	\$10 / Reimb up to \$80 after copay
Contacts - Medically Nec. (In/Out)	\$0 - Paid in Full / Reimb up to \$200	\$10 / Reimb up to \$150 retail after copay
Contacts - Elective (In/Out)	\$135 allowance+15% off balance / Reimb up to \$95	Reimb up to \$150 / Reimb up to \$80 retail after copay
Frames Benefit (In/Out)	\$0 copay; \$120 Allowance+20% off balance / Reimb up to \$48 retail value	Reimb up to \$125 retail / Reimb up to \$70 retail value
Network Providers	Private Practice, LensCrafters, Pearle Vision, Sears, Target	Private Practice, Walmart, Sam's Club, Eyemasters &
Rates		
Employee	49 \$4.68	\$4.66
Employee + Spouse	16 \$14.60	\$12.87
Employee + Child(ren)	10 \$15.36	\$13.54
Employee + Family	13 \$22.60	\$19.83
Total	88	
Monthly Total	\$910	\$827
Annual Total	\$10,924	\$9,929
Change from Current		(\$994)
% Change from Current		-9.10%
Participation		10 enrolled
Rate Guarantee	2 years	3 years
Contingencies / Packaging	standalone	standalone

City of Sachse
Basic Life and AD&D
5.1.2013

Basic Life and AD&D

1

Carrier	Current / Renews 2014 Lincoln Financial
Life and AD&D	1x salary to \$50,000
Guarantee Issue	\$50,000
Benefit Reduction	35% age 70 50% age 75 Terms at Retirement
Conversion/Portability	Yes/No
Accelerated Life Benefit	75% of Benefit

Covered Employees	120
Volume	\$4,943,000
Life Rate	\$0.080
AD&D Rate	\$0.020
Monthly Premium	\$494
Annual Premium	\$5,932
Change from Current	
% Change from Current	

Rate Guarantee	2 years
Contingencies / Packaging	Packaged w/ Dental/Life/DI

**City of Sachse
Voluntary Life and AD&D Options
5.1.2013**

Voluntary Life and AD&D

Carrier	Current / Renews 2014 Lincoln Financial
Employee Increments of	\$10,000
Employee Maximum	5x salary to \$500,000
Employee Guarantee Issue	\$150,000
Spouse	
Spouse Increments of	\$5,000
Spouse Maximum	50% of EE Election to \$100,000
Spouse Guarantee Issue	\$30,000
Child(ren)	
15 Days to 6 Months Maximum	\$250
6 Months to 19 Years Maximum	\$10,000
	35% age 70 50% age 75 Terms at Retirement
Age Reduction	
Conversion/Portability	No/Yes
Living Benefit Maximum	75% of Benefit
AD&D Mandatory/Add-On	Add-On
Dependant AD/D included	Spouse Included/Child Excluded

Age Banded rates / \$1,000	Employee & Spouse
	16-19 \$0.070
	20-24 \$0.090
	25-29 \$0.100
	30-34 \$0.110
	35-39 \$0.140
	40-44 \$0.190
	45-49 \$0.270
	50-54 \$0.460
	55-59 \$0.790
	60-64 \$1.250
	65-69 \$2.070
	70-74 \$3.610
	75-79 \$6.020
	80-84 \$10.370
	85-89 \$44.970
	90-93 \$44.970
	95+ \$44.970
Child Cost per \$1,000	\$0.030
Vol AD/D Rates per \$1,000	\$0.025

Participation Requirement	
Rate Guarantee	
Contingencies / Packaging	Packaged w/ Life/ DI

**City of Sachse
Long Term Disability Options
5.1.2013**

Long Term Disability

	1	2
	Current / Renewal	Alternate
Carrier	Lincoln Financial	Lincoln Financial
Class 1: Directors/City Manager		
Class 2: All other EE's		
Benefit Percentage	60%	60%
Maximum Monthly Benefit	\$5,000	\$5,000
Minimum Monthly Benefit	\$100	\$100
Benefits taxed or tax free	taxed	taxed
Elimination Period	90 days	90 days
Maximum Benefit Duration	SSNRA / to age 65	SSNRA / to age 65
Definition of Disability (3 parts)		
Loss of: (And/Or)	Duties	Duties
Own Occ/Any Occ/Own Specialty	2 year Own Occ/ Any Occ thereafter	Class 1: Max Benefit Period Class 2: 2 year Own Occ/ Any Occ thereafter
% of Income lost	20%	20%
Definition of Earnings	Salary	Salary
Preexisting Condition limit	3/12	3/12
Mental Illness/Drug & Alcohol limit	24 / 24	24 / 24
Per Lifetime or Per Occurrence	Per Occurrence	Per Occurrence
Combined or separate	Separate	Separate
Self Reported limit	24 Months	24 Months
Rehab Benefit	Mandatory	Mandatory
Return to work offset	Proportionate loss	Proportionate loss
	4 face to face visits	4 face to face visits
	24/7 assistance	24/7 assistance
Employee Assistance Program	1 telephonic consultation	1 telephonic consultation
Covered Employees	120	120
Volume	\$450,890	\$450,890
Rate/\$100	\$0.210	\$0.220
Monthly Premium	\$947	\$992
Annual Premium	\$11,362	\$11,904
Change from Current		\$541
% Change from Current		4.76%
Participation Requirement		
Rate Guarantee		
Contingencies / Packaging	Packaged w/ Life	Packaged w/ Life

**City of Sachse
Medical Options
5.1.2013**

Medical

	1	2	3	4	5	6
Carrier	Current	Renewal	Alternate	Alternate	Alternate	Alternate
Plan Type	Aetna	Aetna	Aetna	Aetna	Aetna	Aetna
Plan Name	CPOS	OAMC	OAMC	OAMC	OAMC	H.S.A.
	TX CPOS B25 Value - 10	TX OAMC Custom	TX OAMC B25 Value	TX OAMC B40 Value	TX OAMC B50 Value	TX H.S.A. C30
Network	CPOS	OAMC	OAMC	OAMC	OAMC	OAMC
Individual Deductible	\$2,500 / \$6,000	\$2,500 / \$6,000	\$2,500 / \$5,000	\$4,000 / \$6,000	\$5,000 / \$5,000	\$3,000 / \$6,000
Family Deductible Limit	3x	3x	3x	3x	3x	2x
Embedded/Non-Embedded	Embedded	Embedded	Embedded	Embedded	Embedded	Embedded
Coinsurance	80 / 50	80 / 50	80 / 50	80 / 50	80 / 50	100 / 70
Individual Out of Pocket Max (ded. incl.)	\$6,000 / \$13,000	\$6,000 / \$13,000	\$7,500 / \$15,000	\$9,000 / \$16,000	\$10,000 / \$15,000	\$3,000 / \$7,500
Family Out of Pocket Max (ded. Incl.)	\$18,000 / \$39,000	\$18,000 / \$39,000	\$22,500 / \$45,000	\$27,000 / \$48,000	\$30,000 / \$45,000	\$6,000 / \$15,000
Office Visit Copay	\$35 / \$65	\$35 / \$65	\$30 / \$60	\$35 / \$65	\$35 / \$65	100 / 70 AD
Preventive	100% -no cym	100% -no cym	100% -no cym	100% -no cym	100% -no cym	100% - no cym
Routine Lab & Xray	Included in OV if billed as part of OV	Included in OV if billed as part of OV	Included in OV if billed as part of OV	Included in OV if billed as part of OV	Included in OV if billed as part of OV	Included in OV if billed as part of OV
Outpatient Surgery	80 / 50 AD	80 / 50 AD	80 / 50 AD	80 / 50 AD	80 / 50 AD	100 / 70 AD
Hospital Services	80 / 50 AD	80 / 50 AD	80 / 50 AD	80 / 50 AD	80 / 50 AD	100 / 70 AD
Per Confinement Hosp Copay	\$0	\$0	\$0	\$0	\$0	\$0
ER Copay or Deductible	\$250	\$250	\$200	\$200	\$200	Plan Deductible
ER Coinsurance	100 /100	100 /100	80 / 80	80 / 80	80 / 80	100 / 100
Urgent Care	\$75	\$75	\$100	\$100	\$100	100 / 70 AD
Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Prescription Deductible	None	None	None	None	None	Plan Deductible
Prescription Card	\$20 / \$40 / \$70	\$20 / \$40 / \$70	\$20 / \$40 / \$70	\$20 / \$40 / \$70	\$20 / \$40 / \$70	100 / 70 AD
	Mandatory Generics/Step Therapy	Mandatory Generics/Step Therapy	Mandatory Generics/Step Therapy	Mandatory Generics/Step Therapy	Mandatory Generics/Step Therapy	
Prescription Mail Order Copay	3x	3x	3x	3x	3x	N/A
Prescription Mail Order Supply	90 days	90 days	90 days	90 days	90 days	90 days
Prescription Out of Pocket Max	No Limit- Specialty filled at Aetna Pharmacy	No Limit- Specialty filled at Aetna Pharmacy	No Limit- Specialty filled at Aetna Pharmacy	No Limit- Specialty filled at Aetna Pharmacy	No Limit- Specialty filled at Aetna Pharmacy	Plan Maximum
Employee Only	Total 67	Current \$380.41	Renewal \$534.99	Alternate \$506.77	Alternate \$478.65	Alternate \$543.30
Employee + Spouse	11	\$829.29	\$1,166.27	\$1,104.76	\$1,043.45	\$1,184.39
Employee + Child(ren)	27	\$612.45	\$861.32	\$815.89	\$770.61	\$874.70
Employee + Family	14	\$1,122.21	\$1,578.22	\$1,494.98	\$1,412.01	\$1,602.73
	119					
<i>Underwriting Guidelines</i>						
Monthly Total		\$66,857	\$94,024	\$89,065	\$84,122	\$82,004
Annual Total		\$802,281	\$1,128,288	\$1,068,776	\$1,009,465	\$984,043
Change from Current			\$326,007	\$266,495	\$207,184	\$343,533
% Change from Current			40.64%	33.22%	25.82%	22.66%
Annual Employer Funding						
EE	100%	\$543,225	\$763,966	\$723,668	\$683,512	\$666,291
Dependent	35%	\$90,669	\$127,513	\$120,788	\$114,084	\$111,214
Total		\$633,895	\$891,479	\$844,456	\$797,596	\$777,504
Change from Current			\$257,584	\$210,561	\$163,701	\$143,609
% Change from Current			40.64%	33.22%	25.82%	22.66%

**City of Sachse
Medical Options
5.1.2013**

Medical

	1	2	7	8	9	10
Carrier	Current	Renewal	Alternate	Proposed	Proposed	Proposed
Plan Type	Aetna	Aetna	Aetna	BCBS	BCBS	BCBS
Plan Name	CPOS	OAMC	H.S.A	PPO	PPO	PPO
	TX CPOS B25 Value - 10	TX OAMC Custom	TX H.S.A. C40	RM22	RM24	RM26
Network	CPOS	OAMC	OAMC	Blue Choice	Blue Choice	Blue Choice
Individual Deductible	\$2,500 / \$6,000	\$2,500 / \$6,000	\$4,000 / \$8,000	\$2,500 Combined	\$2,500 Combined	\$3,000 Combined
Family Deductible Limit	3x	3x	2x	3x	3x	3x
Embedded/Non-Embedded	Embedded	Embedded	Embedded	Embedded	Embedded	Embedded
Coinsurance	80 / 50	80 / 50	100 / 70	80 / 60	70 / 50	70 / 50
Individual Out of Pocket Max (ded. incl.)	\$6,000 / \$13,000	\$6,000 / \$13,000	\$4,000 / \$16,000	\$5,500 / \$8,500	\$6,500 / \$10,500	\$8,000 / \$13,000
Family Out of Pocket Max (ded. Incl.)	\$18,000 / \$39,000	\$18,000 / \$39,000	\$8,000 / \$32,000	\$16,500 / \$25,500	\$19,500 / \$31,500	\$24,000 / \$39,000
Office Visit Copay	\$35 / \$65	\$35 / \$65	100 / 70 AD	\$25 / \$25	\$30 / \$30	\$40 / \$40
Preventive	100%- no cym	100%- no cym	100% - no cym	100%- no cym	100%- no cym	100%- no cym
Routine Lab & Xray	Included in OV if billed as part of OV	Included in OV if billed as part of OV	Included in OV if billed as part of OV	Included in OV if billed as part of OV	Included in OV if billed as part of OV	Included in OV if billed as part of OV
Outpatient Surgery	80 / 50 AD	80 / 50 AD	100 / 70 AD	80 / 60 AD	70 / 50 AD	70 / 50 AD
Hospital Services	80 / 50 AD	80 / 50 AD	100 / 70 AD	80 / 60 AD	70 / 50 AD	70 / 50 AD
Per Confinement Hosp Copay	\$0	\$0	\$0	\$0	\$0	\$0
ER Copay or Deductible	\$250	\$250	Plan Deductible	\$100	\$100	\$100
ER Coinsurance	100 / 100	100 / 100	100 / 100	80 / 80 AD	70 / 70 AD	70 / 70 AD
Urgent Care	\$75	\$75	100 / 70 AD	\$50	\$55	\$65
Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Prescription Deductible	None	None	Plan Deductible	None	None	None
Prescription Card	\$20 / \$40 / \$70	\$20 / \$40 / \$70	100 / 70 AD	\$10 / \$40 / \$60	\$20 / \$40 / \$60	\$20 / \$40 / \$60
	Mandatory Generics/Step Therapy	Mandatory Generics/Step Therapy		Mandatory generic	Mandatory generic	Mandatory generic
Prescription Mail Order Copay	3x	3x	N/A	3x	3x	3x
Prescription Mail Order Supply	90 days	90 days	90 days	90 days	90 days	90 days
Prescription Out of Pocket Max	No Limit- Specialty filled at Aetna Pharmacy	No Limit- Specialty filled at Aetna Pharmacy	Plan Maximum	No Limit	No Limit	No Limit
Employee Only	Total 67	Current \$380.41	Renewal \$534.99	Alternate \$506.01	Proposed \$438.93	Proposed \$374.33
Employee + Spouse	11	\$829.29	\$1,166.27	\$1,103.10	\$956.86	\$869.62
Employee + Child(ren)	27	\$612.45	\$861.32	\$814.67	\$706.66	\$642.24
Employee + Family	14	\$1,122.21	\$1,578.22	\$1,492.73	\$1,294.84	\$1,176.79
	119					

Underwriting Guidelines

Monthly Total	\$66,857	\$94,024	\$88,931	\$77,141	\$70,108	\$65,788
Annual Total	\$802,281	\$1,128,288	\$1,067,173	\$925,696	\$841,300	\$789,456
Change from Current		\$326,007	\$264,892	\$123,415	\$39,019	(\$12,825)
% Change from Current		40.64%	33.02%	15.38%	4.86%	-1.60%
Annual Employer Funding						
EE	100%	\$543,225	\$763,966	\$722,582	\$626,792	\$569,643
Dependent	35%	\$90,669	\$127,513	\$120,607	\$104,616	\$95,080
Total		\$633,895	\$891,479	\$843,189	\$731,408	\$664,723
Change from Current		\$257,584	\$209,294	\$97,514	\$30,828	(\$10,132)
% Change from Current		40.64%	33.02%	15.38%	4.86%	-1.60%

**City of Sachse
Medical Options
5.1.2013**

Medical

	1	2	11	12	13	14
Carrier	Current	Renewal	Proposed	Proposed	Proposed	Proposed
Plan Type	Aetna	Aetna	BCBS	BCBS	BCBS	BCBS
Plan Name	CPOS	OAMC	PPO	PPO	PPO	H S A
	TX CPOS B25 Value - 10	TX OAMC Custom	RM29	RM31	RM34	RMH2
Network	CPOS	OAMC	Blue Choice	Blue Choice	Blue Choice	Blue Choice
Individual Deductible	\$2,500 / \$6,000	\$2,500 / \$6,000	\$4,000 Combined	\$5,000 Combined	\$10,000 Combined	\$3,000 / \$6,000
Family Deductible Limit	3x	3x	3x	3x	3x	2x
Embedded/Non-Embedded	Embedded	Embedded	Embedded	Embedded	Embedded	Embedded
Coinsurance	80 / 50	80 / 50	50 / 50	80 / 60	75 / 50	100 / 70
Individual Out of Pocket Max (ded. incl.)	\$6,000 / \$13,000	\$6,000 / \$13,000	\$11,500 / \$19,000	\$8,500 / \$12,000	\$15,000 / \$20,000	\$3,000 / \$12,000
Family Out of Pocket Max (ded. Incl.)	\$18,000 / \$39,000	\$18,000 / \$39,000	\$34,500 / \$57,000	\$25,500 / \$36,000	\$45,000 / \$60,000	\$6,000 / \$24,000
Office Visit Copay	\$35 / \$65	\$35 / \$65	\$40 / \$40	\$40 / \$40	\$40 / \$40	100 / 70 AD
Preventive	100%- no cym	100%- no cym	100%- no cym	100%- no cym	100%- no cym	100% - no cym
Routine Lab & Xray	Included in OV if billed as part of OV	Included in OV if billed as part of OV	Included in OV if billed as part of OV	Included in OV if billed as part of OV	Included in OV if billed as part of OV	Included in OV if billed as part of OV
Outpatient Surgery	80 / 50 AD	80 / 50 AD	50 / 50 AD	80 / 60 AD	75 / 50 AD	100 / 70 AD
Hospital Services	80 / 50 AD	80 / 50 AD	50 / 50 AD	80 / 60 AD	75 / 50 AD	100 / 70 AD
Per Confinement Hosp Copay	\$0	\$0	\$0	\$0	\$0	\$0
ER Copay or Deductible	\$250	\$250	\$100	\$100	\$100	Plan Deductible
ER Coinsurance	100 /100	100 /100	50 / 50 AD	80 / 80 AD	75 / 75 AD	100 / 100 AD
Urgent Care	\$75	\$75	\$65	\$65	\$65	100 / 70 AD
Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Prescription Deductible	None	None	None	None	None	Plan Deductible
Prescription Card	\$20 / \$40 / \$70 Mandatory Generics/Step Therapy	\$20 / \$40 / \$70 Mandatory Generics/Step Therapy	\$20 / \$40 / \$60 Mandatory generic	\$20 / \$40 / \$60 Mandatory generic	\$20 / \$40 / \$60 Mandatory generic	100 / 70 AD
Prescription Mail Order Copay	3x	3x	3x	3x	3x	N/A
Prescription Mail Order Supply	90 days	90 days	90 days	90 days	90 days	90 days
Prescription Out of Pocket Max	No Limit- Specialty filled at Aetna Pharmacy	No Limit- Specialty filled at Aetna Pharmacy	No Limit	No Limit	No Limit	Plan Max
Total	Current	Renewal	Proposed	Proposed	Proposed	Proposed
Employee Only	67 \$380.41	\$534.99	\$325.06	\$360.89	\$291.36	\$407.13
Employee + Spouse	11 \$829.29	\$1,166.27	\$708.62	\$786.74	\$635.15	\$887.53
Employee + Child(ren)	27 \$612.45	\$861.32	\$523.34	\$581.03	\$469.08	\$655.46
Employee + Family	14 \$1,122.21	\$1,578.22	\$958.92	\$1,064.63	\$859.50	\$1,201.02
	119					

Underwriting Guidelines

Monthly Total	\$66,857	\$94,024	\$57,129	\$63,426	\$51,206	\$71,552
Annual Total	\$802,281	\$1,128,288	\$685,547	\$761,117	\$614,471	\$858,627
Change from Current		\$326,007	(\$116,734)	(\$41,164)	(\$187,810)	\$56,346
% Change from Current		40.64%	-14.55%	-5.13%	-23.41%	7.02%
Annual Employer Funding						
EE	100% \$543,225	\$763,966	\$464,186	\$515,351	\$416,062	\$581,382
Dependent	35% \$90,669	\$127,513	\$77,476	\$86,018	\$69,443	\$97,036
Total	\$633,895	\$891,479	\$541,662	\$601,369	\$485,505	\$678,417
Change from Current		\$257,584	(\$92,233)	(\$32,526)	(\$148,390)	\$44,523
% Change from Current		40.64%	-14.55%	-5.13%	-23.41%	7.02%

**City of Sachse
Medical Options
5.1.2013**

Medical

	1	2	15	16	17	18
Carrier	Current	Renewal	Proposed	Proposed	Proposed	Proposed
Plan Type	Aetna	Aetna	BCBS	BCBS	BCBS	BCBS
Plan Name	CPOS	OAMC	H S A	H S A	H S A	H S A
	TX CPOS B25 Value - 10	TX OAMC Custom	RMH3	RMH6	RMH7	RMH8
Network	CPOS	OAMC	Blue Choice	Blue Choice	Blue Choice	Blue Choice
Individual Deductible	\$2,500 / \$6,000	\$2,500 / \$6,000	\$5,000 / \$10,000	\$3,500 / \$7,000	\$2,500 / \$5,000	\$4,000 / \$8,000
Family Deductible Limit	3x	3x	2x	2x	2x	2x
Embedded/Non-Embedded	Embedded	Embedded	Embedded	Embedded	Embedded	Embedded
Coinsurance	80 / 50	80 / 50	100 / 70	80 / 60	80 / 60	100 / 70
Individual Out of Pocket Max (ded. incl.)	\$6,000 / \$13,000	\$6,000 / \$13,000	\$5,000 / \$20,000	\$5,000 / \$10,000	\$5,000 / \$20,000	\$4,000 / \$16,000
Family Out of Pocket Max (ded. Incl.)	\$18,000 / \$39,000	\$18,000 / \$39,000	\$10,000 / \$40,000	\$10,000 / \$20,000	\$10,000 / \$40,000	\$8,000 / \$32,000
Office Visit Copay	\$35 / \$65	\$35 / \$65	100 / 70 AD	80 / 60 AD	80 / 60 AD	100 / 70 AD
Preventive	100% -no cym	100% -no cym	100% - no cym	100% - no cym	100% - no cym	100% - no cym
Routine Lab & Xray	Included in OV if billed as part of OV	Included in OV if billed as part of OV	Included in OV if billed as part of OV	Included in OV if billed as part of OV	Included in OV if billed as part of OV	Included in OV if billed as part of OV
Outpatient Surgery	80 / 50 AD	80 / 50 AD	100 / 70 AD	80 / 60 AD	80 / 60 AD	100 / 70 AD
Hospital Services	80 / 50 AD	80 / 50 AD	100 / 70 AD	80 / 60 AD	80 / 60 AD	100 / 70 AD
Per Confinement Hosp Copay	\$0	\$0	\$0	\$0	\$0	\$0
ER Copay or Deductible	\$250	\$250	Plan Deductible	Plan Deductible	Plan Deductible	Plan Deductible
ER Coinsurance	100 /100	100 /100	100 / 100 AD	80 / 80 AD	80 / 80 AD	100 / 100 AD
Urgent Care	\$75	\$75	100 / 70 AD	80 / 60 AD	80 / 60 AD	100 / 70 AD
Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Prescription Deductible	None	None	Plan Deductible	Plan Deductible	Plan Deductible	Plan Deductible
Prescription Card	\$20 / \$40 / \$70 Mandatory Generics/Step Therapy	\$20 / \$40 / \$70 Mandatory Generics/Step Therapy	100 / 70 AD	80 / 60 AD	80 / 60 AD	100 / 70 AD
Prescription Mail Order Copay	3x	3x	N/A	N/A	N/A	N/A
Prescription Mail Order Supply	90 days	90 days	90 days	90 days	90 days	90 days
Prescription Out of Pocket Max	No Limit- Specialty filled at Aetna Pharmacy	No Limit- Specialty filled at Aetna Pharmacy	Plan Max	Plan Max	Plan Max	Plan Max
Employee Only	Total 67	Total 67	Total 67	Total 67	Total 67	Total 67
Employee + Spouse	11	11	11	11	11	11
Employee + Child(ren)	27	27	27	27	27	27
Employee + Family	14	14	14	14	14	14
	119	119	119	119	119	119

Underwriting Guidelines

Monthly Total	\$66,857	\$94,024	\$54,243	\$56,614	\$67,148	\$61,787
Annual Total	\$802,281	\$1,128,288	\$650,916	\$679,368	\$805,777	\$741,441
Change from Current		\$326,007	(\$151,365)	(\$122,913)	\$3,496	(\$60,840)
% Change from Current		40.64%	-18.87%	-15.32%	0.44%	-7.58%
Annual Employer Funding						
EE	100% \$543,225	\$763,966	\$440,738	\$460,002	\$545,596	\$502,028
Dependent	35% \$90,669	\$127,513	\$73,562	\$76,778	\$91,063	\$83,795
Total	\$633,895	\$891,479	\$514,300	\$536,780	\$636,659	\$585,822
Change from Current		\$257,584	(\$119,595)	(\$97,115)	\$2,764	(\$48,073)
% Change from Current		40.64%	-18.87%	-15.32%	0.44%	-7.58%

**City of Sachse
Medical Options
5.1.2013**

Medical

	1	2	19	20
Carrier	Current	Renewal	Proposed	Proposed
Plan Type	Aetna	Aetna	BCBS	TML
Plan Name	CPOS	OAMC	H S A	PPO
	TX CPOS B25 Value - 10	TX OAMC Custom	RMH9	P85 250-35-A
Network	CPOS	OAMC	Blue Choice	UHC Choice Plus
Individual Deductible	\$2,500 / \$6,000	\$2,500 / \$6,000	\$3,500 / \$7,000	\$2,500 / \$2,750
Family Deductible Limit	3x	3x	2x	2x
Embedded/Non-Embedded	Embedded	Embedded	Embedded	Embedded
Coinsurance	80 / 50	80 / 50	100 / 70	80 / 50
Individual Out of Pocket Max (ded. incl.)	\$6,000 / \$13,000	\$6,000 / \$13,000	\$3,500 / \$14,000	\$6,000 / Unlimited
Family Out of Pocket Max (ded. Incl.)	\$18,000 / \$39,000	\$18,000 / \$39,000	\$7,000 / \$28,000	\$12,000 / Unlimited
Office Visit Copay	\$35 / \$65	\$35 / \$65	100 / 70 AD	\$30 / \$30
Preventive	100% -no cym	100% -no cym	100% - no cym	100% no cym
Routine Lab & Xray	Included in OV if billed as part of OV	Included in OV if billed as part of OV	Included in OV if billed as part of OV	100% - if TML lab used 80 / 50 AD Xray
Outpatient Surgery	80 / 50 AD	80 / 50 AD	100 / 70 AD	80 / 50 AD
Hospital Services	80 / 50 AD	80 / 50 AD	100 / 70 AD	80 / 50 AD
Per Confinement Hosp Copay	\$0	\$0	\$0	\$0
ER Copay or Deductible	\$250	\$250	Plan Deductible	\$100
ER Coinsurance	100 /100	100 /100	100 / 100 AD	80 / 80
Urgent Care	\$75	\$75	100 / 70 AD	80 / 50 AD
Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited
Prescription Deductible	None	None	Plan Deductible	None
Prescription Card	\$20 / \$40 / \$70	\$20 / \$40 / \$70	100 / 70 AD	\$0 / \$0* / \$9** / \$10 / \$38 / \$60 / \$120 / N/A
	Mandatory Generics/Step Therapy	Mandatory Generics/Step Therapy		Medication Therapy Management; Generic Incentive
Prescription Mail Order Copay	3x	3x	N/A	N/A / N/A / N/A / \$25 / \$95 / \$150 / \$300 / \$100*
				CVS/Caremark only
				*up to 34 day supply; ** 35-90 day supply
Prescription Mail Order Supply	90 days	90 days	90 days	34 days or 90 days
Prescription Out of Pocket Max	No Limit- Specialty filled at Aetna Pharmacy	No Limit- Specialty filled at Aetna Pharmacy	Plan Max	No Limit
Total	Current	Renewal	Proposed	Proposed
Employee Only	67 \$380.41	\$324.99	\$377.48	\$522.20
Employee + Spouse	11 \$829.29	\$1,166.27	\$822.90	\$1,383.22
Employee + Child(ren)	27 \$612.45	\$861.32	\$607.73	\$966.62
Employee + Family	14 \$1,122.21	\$1,578.22	\$1,113.57	\$1,664.80
	119			

Underwriting Guidelines

Only allow EEs to decline benefits for selective reasons. If the other coverage does not include one of the reason, the employee must enroll if the City moves to TML IEBP.

Monthly Total	\$66,857	\$94,024	\$66,342	\$99,609
Annual Total	\$802,281	\$1,128,288	\$796,101	\$1,195,305
Change from Current		\$326,007	(\$6,180)	\$393,024
% Change from Current		40.64%	-0.77%	48.99%
Annual Employer Funding				
EE	100% \$543,225	\$763,966	\$539,041	\$745,702
Dependent	35% \$90,669	\$127,513	\$89,971	\$157,361
Total	\$633,895	\$891,479	\$629,012	\$903,063
Change from Current		\$257,584	(\$4,883)	\$269,168
% Change from Current		40.64%	-0.77%	42.46%

**City of Sachse
Medical Options
5.1.2013**

Medical

	1	2	3	4	5	6
Carrier	Current	Renewal	Alternate	Alternate	Alternate	Alternate
Plan Type	Aetna	Aetna	Aetna	Aetna	Aetna	Aetna
Plan Name	CPOS	OAMC	OAMC	OAMC	OAMC	H.S.A
	TX CPOS B25 Value - 10	TX OAMC Custom	TX OAMC B25 Value	TX OAMC B40 Value	TX OAMC B50 Value	TX H.S.A. C30
Network	CPOS	OAMC	OAMC	OAMC	OAMC	OAMC
Individual Deductible	\$2,500 / \$6,000	\$2,500 / \$6,000	\$2,500 / \$5,000	\$4,000 / \$6,000	\$5,000 / \$5,000	\$3,000 / \$6,000
Family Deductible Limit	3x	3x	3x	3x	3x	2x
Embedded/Non-Embedded	Embedded	Embedded	Embedded	Embedded	Embedded	Embedded
Coinsurance	80 / 50	80 / 50	80 / 50	80 / 50	80 / 50	100 / 70
	Total	Current	Renewal	Alternate	Alternate	Alternate
Employee Only	67	\$380.41	\$534.99	\$506.77	\$478.65	\$543.30
Employee + Spouse	11	\$829.29	\$1,166.27	\$1,104.76	\$1,043.45	\$1,184.39
Employee + Child(ren)	27	\$612.45	\$861.32	\$815.89	\$770.61	\$874.70
Employee + Family	14	\$1,122.21	\$1,578.22	\$1,494.98	\$1,412.01	\$1,602.73
	119					
Monthly Total		\$66,857	\$94,024	\$89,065	\$84,122	\$95,485
Annual Total		\$802,281	\$1,128,288	\$1,068,776	\$1,009,465	\$1,145,814
Change from Current			\$326,007	\$207,184	\$181,762	\$343,533
% Change from Current			40.64%	33.22%	25.82%	42.82%

Annual Employer Funding

EE	100%	\$543,225	\$763,966	\$723,668	\$683,512	\$666,291	\$775,832
Dependent	35%	\$90,669	\$127,513	\$120,788	\$114,084	\$111,214	\$129,494
Total		\$633,895	\$891,479	\$844,456	\$797,596	\$777,504	\$905,326
Change from Current			\$257,584	\$210,561	\$163,701	\$143,609	\$271,431
% Change from Current			40.64%	33.22%	25.82%	22.66%	42.82%

	\$500 DED	\$500 DED	\$500 DED	\$500 DED	\$500 DED
Individual HRA Contribution	\$2,000	\$2,000	\$2,000	\$3,500	\$4,500
Family HRA Contribution	\$6,000	\$6,000	\$6,000	\$10,500	\$13,500
* HRA Annual Admin Fee (pppm) - \$100 min / mo	\$4.00	\$5,712	\$5,712	\$5,712	\$5,712
* Renewal	\$250	\$250	\$250	\$250	\$250
* HRA SPD/ Plan Document Fee /Amendment Fee	\$100	\$100	\$100	\$100	\$100
HRA Funding MAXIMUM	100%	\$446,000	\$446,000	\$780,500	\$1,003,500
HRA Funding @ Est. Max Claims	25%	\$111,500	\$111,500	\$195,125	\$250,875
HRA Funding @ Est. Expected Claims	15%	\$66,900	\$66,900	\$117,075	\$150,525
	Annualized Claims & Admin				
Annual Total Funding, Admin. & Claims @ Est Max Claims	\$39,387	\$1,009,041	\$962,018	\$998,783	\$1,034,441
Change from Current @ Est. Max. Claims		\$335,758	\$288,736	\$325,501	\$361,159
% Change from Current @ Est. Max. Claims			42.88%	48.35%	53.64%
	ACTUAL				
Annual Total Funding, Admin. & Claims @ Expected Claims	\$673,282	\$964,441	\$917,418	\$920,733	\$934,091
Change from Current @ Expected Claims		\$291,158	\$244,136	\$247,451	\$260,809
% Change from Current @ Expected Claims			36.26%	36.75%	38.74%

* Refer to Benefit Bucks Proposal for additional fees

	\$500 DED	\$750 DED	\$750 DED	\$750 DED	\$750 DED
Individual HRA Contribution	\$2,000	\$1,750	\$1,750	\$3,250	\$4,250
Family HRA Contribution	\$6,000	\$5,250	\$5,250	\$9,750	\$12,750
* HRA Annual Admin Fee (pppm) - \$100 min / mo	\$4.00	\$5,712	\$5,712	\$5,712	\$5,712
* Renewal	\$250	\$250	\$250	\$250	\$250
* HRA SPD/ Plan Document Fee /Amendment Fee	\$100	\$100	\$100	\$100	\$100
HRA Funding MAXIMUM	100%	\$446,000	\$390,250	\$724,750	\$947,750
HRA Funding @ Est. Max Claims	25%	\$111,500	\$97,563	\$181,188	\$236,938
HRA Funding @ Est. Expected Claims	15%	\$66,900	\$58,538	\$108,713	\$142,163
	Annualized Claims & Admin				
Annual Total Funding, Admin. & Claims @ Est Max Claims	\$41,141	\$995,103	\$948,080	\$984,845	\$1,020,504
Change from Current @ Est. Max. Claims		\$320,067	\$273,044	\$309,809	\$345,467
% Change from Current @ Est. Max. Claims			40.45%	45.90%	51.18%
	ACTUAL				
Annual Total Funding, Admin. & Claims @ Expected Claims	\$675,036	\$956,078	\$909,055	\$912,370	\$925,729
Change from Current @ Expected Claims		\$281,042	\$234,019	\$237,334	\$250,692
% Change from Current @ Expected Claims			34.67%	35.16%	37.14%

* Refer to Benefit Bucks Proposal for additional fees

**City of Sachse
Medical Options
5.1.2013**

Medical

	1	2	7	8	9	10
Carrier	Current	Renewal	Alternate	Proposed	Proposed	Proposed
Plan Type	Aetna	Aetna	Aetna	BCBS	BCBS	BCBS
Plan Name	CPOS	OAMC	H.S.A	PPO	PPO	PPO
	TX CPOS B25 Value - 10	TX OAMC Custom	TX H.S.A. C40	RM22	RM24	RM26
Network	CPOS	OAMC	OAMC	Blue Choice	Blue Choice	Blue Choice
Individual Deductible	\$2,500 / \$6,000	\$2,500 / \$6,000	\$4,000 / \$8,000	\$2,500 Combined	\$2,500 Combined	\$3,000 Combined
Family Deductible Limit	3x	3x	2x	3x	3x	3x
Embedded/Non-Embedded	Embedded	Embedded	Embedded	Embedded	Embedded	Embedded
Coinsurance	80 / 50	80 / 50	100 / 70	80 / 60	70 / 50	70 / 50
	Total	Current	Renewal	Proposed	Proposed	Proposed
Employee Only	67	\$380.41	\$534.99	\$506.01	\$438.93	\$398.91
Employee + Spouse	11	\$829.29	\$1,166.27	\$1,103.10	\$956.86	\$869.62
Employee + Child(ren)	27	\$612.45	\$861.32	\$814.67	\$706.66	\$642.24
Employee + Family	14	\$1,122.21	\$1,578.22	\$1,492.73	\$1,294.84	\$1,176.79
	119					
Monthly Total		\$66,857	\$94,024	\$88,931	\$77,141	\$70,108
Annual Total		\$802,281	\$1,128,288	\$1,067,173	\$925,696	\$841,300
Change from Current			\$326,007	\$123,415	\$39,019	(\$12,825)
% Change from Current			40.64%	33.02%	15.38%	4.86%

Annual Employer Funding

EE	100%	\$543,225	\$763,966	\$722,582	\$626,792	\$569,643	\$534,543
Dependent	35%	\$90,669	\$127,513	\$120,607	\$104,616	\$95,080	\$89,220
Total		\$633,895	\$891,479	\$843,189	\$731,408	\$664,723	\$623,763
Change from Current			\$257,584	\$209,294	\$97,514	\$30,828	(\$10,132)
% Change from Current			40.64%	33.02%	15.38%	4.86%	-1.60%

	\$500 DED	\$500 DED	\$500 DED	\$500 DED	\$500 DED	\$500 DED
Individual HRA Contribution	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,500
Family HRA Contribution	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$7,500
* HRA Annual Admin Fee (pppm) - \$100 min / mo	\$4.00	\$5,712	\$5,712	\$5,712	\$5,712	\$5,712
* Renewal	\$250	\$250	\$250	\$250	\$250	\$250
* HRA SPD/ Plan Document Fee /Amendment Fee	\$100	\$100	\$100	\$100	\$100	\$100
HRA Funding MAXIMUM	100%	\$446,000	\$446,000	\$446,000	\$446,000	\$557,500
HRA Funding @ Est. Max Claims	25%	\$111,500	\$111,500	\$111,500	\$111,500	\$139,375
HRA Funding @ Est. Expected Claims	15%	\$66,900	\$66,900	\$66,900	\$66,900	\$83,625
	Annualized Claims & Admin					
Annual Total Funding, Admin. & Claims @ Est Max Claims		\$39,387	\$1,009,041	\$848,970	\$782,285	\$769,200
Change from Current @ Est. Max. Claims			\$335,758	\$175,688	\$109,003	\$95,918
% Change from Current @ Est. Max. Claims			49.87%	26.09%	16.19%	14.25%
	ACTUAL					
Annual Total Funding, Admin. & Claims @ Expected Claims		\$673,282	\$964,441	\$804,370	\$737,685	\$713,450
Change from Current @ Expected Claims			\$291,158	\$131,088	\$64,403	\$40,168
% Change from Current @ Expected Claims			43.24%	19.47%	9.57%	5.97%

* Refer to Benefit Bucks Proposal for additional fees

	\$500 DED	\$750 DED	\$750 DED	\$750 DED	\$750 DED	\$750 DED
Individual HRA Contribution	\$2,000	\$1,750	\$1,750	\$1,750	\$1,750	\$2,250
Family HRA Contribution	\$6,000	\$5,250	\$5,250	\$5,250	\$5,250	\$6,750
* HRA Annual Admin Fee (pppm) - \$100 min / mo	\$4.00	\$5,712	\$5,712	\$5,712	\$5,712	\$5,712
* Renewal	\$250	\$250	\$250	\$250	\$250	\$250
* HRA SPD/ Plan Document Fee /Amendment Fee	\$100	\$100	\$100	\$100	\$100	\$100
HRA Funding MAXIMUM	100%	\$446,000	\$390,250	\$390,250	\$390,250	\$501,750
HRA Funding @ Est. Max Claims	25%	\$111,500	\$97,563	\$97,563	\$97,563	\$125,438
HRA Funding @ Est. Expected Claims	15%	\$66,900	\$58,538	\$58,538	\$58,538	\$75,263
	Annualized Claims & Admin					
Annual Total Funding, Admin. & Claims @ Est Max Claims		\$41,141	\$995,103	\$835,033	\$768,348	\$755,262
Change from Current @ Est. Max. Claims			\$320,067	\$159,997	\$93,312	\$80,226
% Change from Current @ Est. Max. Claims			47.41%	23.70%	13.82%	11.88%
	ACTUAL					
Annual Total Funding, Admin. & Claims @ Expected Claims		\$675,036	\$956,078	\$796,008	\$729,323	\$705,087
Change from Current @ Expected Claims			\$281,042	\$120,972	\$54,287	\$30,057
% Change from Current @ Expected Claims			41.64%	17.92%	8.04%	4.45%

* Refer to Benefit Bucks Proposal for additional fees



**City of Sachse
Medical Options
5.1.2013**

Medical

	1	2	11	12	13	14
Carrier	Current	Renewal	Proposed	Proposed	Proposed	Proposed
Plan Type	Aetna	Aetna	BCBS	BCBS	BCBS	BCBS
Plan Name	CPOS	OAMC	PPO	PPO	PPO	HSA
	TX CPOS B25 Value - 10	TX OAMC Custom	RM29	RM31	RM34	RMH2
Network	CPOS	OAMC	Blue Choice	Blue Choice	Blue Choice	Blue Choice
Individual Deductible	\$2,500 / \$6,000	\$2,500 / \$6,000	\$4,000 Combined	\$5,000 Combined	\$10,000 Combined	\$3,000 / \$6,000
Family Deductible Limit	3x	3x	3x	3x	3x	2x
Embedded/Non-Embedded	Embedded	Embedded	Embedded	Embedded	Embedded	Embedded
Coinsurance	80 / 50	80 / 50	50 / 50	80 / 60	75 / 50	100 / 70
	Total	Current	Renewal	Proposed	Proposed	Proposed
Employee Only	67	\$380.41	\$534.99	\$325.06	\$360.89	\$291.36
Employee + Spouse	11	\$829.29	\$1,166.27	\$708.62	\$786.74	\$635.15
Employee + Child(ren)	27	\$612.45	\$861.32	\$523.34	\$581.03	\$469.08
Employee + Family	14	\$1,122.21	\$1,578.22	\$958.92	\$1,064.63	\$859.50
	119					
Monthly Total		\$66,857	\$94,024	\$57,129	\$63,426	\$51,206
Annual Total		\$802,281	\$1,128,288	\$685,547	\$761,117	\$614,471
Change from Current			\$326,007	(\$116,734)	(\$41,164)	(\$187,810)
% Change from Current			40.64%	-14.55%	-5.13%	-23.41%
Annual Employer Funding						
EE	100%	\$543,225	\$763,966	\$464,186	\$515,351	\$416,062
Dependent	35%	\$90,669	\$127,513	\$77,476	\$86,018	\$69,443
Total		\$633,895	\$891,479	\$541,662	\$601,369	\$485,505
Change from Current			\$257,584	(\$92,233)	(\$32,526)	(\$148,390)
% Change from Current			40.64%	-14.55%	-5.13%	-23.41%
	\$500 DED	\$500 DED	\$500 DED	\$500 DED	\$500 DED	\$500 DED
Individual HRA Contribution	\$2,000	\$2,000	\$3,500	\$4,500	\$9,500	\$9,500
Family HRA Contribution	\$6,000	\$6,000	\$10,500	\$13,500	\$28,500	\$28,500
* HRA Annual Admin Fee (pppm) - \$100 min / mo	\$4.00	\$5,712	\$5,712	\$5,712	\$5,712	\$5,712
* Renewal	\$250	\$250	\$250	\$250	\$250	\$250
* HRA SPD/ Plan Document Fee /Amendment Fee	\$100	\$100	\$100	\$100	\$100	\$100
HRA Funding MAXIMUM	100%	\$446,000	\$446,000	\$780,500	\$1,003,500	\$2,118,500
HRA Funding @ Est. Max Claims	25%	\$111,500	\$111,500	\$195,125	\$250,875	\$529,625
HRA Funding @ Est. Expected Claims	15%	\$66,900	\$66,900	\$117,075	\$150,525	\$317,775
	Annualized Claims & Admin					
Annual Total Funding, Admin. & Claims @ Est Max Claims		\$39,387	\$1,009,041	\$742,849	\$858,306	\$1,021,192
Change from Current @ Est. Max. Claims			\$335,758	\$69,567	\$185,024	\$347,910
% Change from Current @ Est. Max. Claims			49.87%	10.33%	27.48%	51.67%
	ACTUAL					
Annual Total Funding, Admin. & Claims @ Expected Claims		\$673,282	\$964,441	\$664,799	\$757,956	\$809,342
Change from Current @ Expected Claims			\$291,158	-\$8,483	\$84,674	\$136,060
% Change from Current @ Expected Claims			43.24%	-1.26%	12.58%	20.21%
<i>* Refer to Benefit Bucks Proposal for additional fees</i>						
	\$500 DED	\$750 DED	\$750 DED	\$750 DED	\$750 DED	\$750 DED
Individual HRA Contribution	\$2,000	\$1,750	\$3,250	\$4,250	\$9,250	\$9,250
Family HRA Contribution	\$6,000	\$5,250	\$9,750	\$12,750	\$27,750	\$27,750
* HRA Annual Admin Fee (pppm) - \$100 min / mo	\$4.00	\$5,712	\$5,712	\$5,712	\$5,712	\$5,712
* Renewal	\$250	\$250	\$250	\$250	\$250	\$250
* HRA SPD/ Plan Document Fee /Amendment Fee	\$100	\$100	\$100	\$100	\$100	\$100
HRA Funding MAXIMUM	100%	\$446,000	\$390,250	\$947,750	\$2,062,750	\$515,688
HRA Funding @ Est. Max Claims	25%	\$111,500	\$97,563	\$181,188	\$236,938	\$309,413
HRA Funding @ Est. Expected Claims	15%	\$66,900	\$58,538	\$108,713	\$142,163	\$309,413
	Annualized Claims & Admin					
Annual Total Funding, Admin. & Claims @ Est Max Claims		\$41,141	\$995,103	\$728,912	\$844,368	\$1,007,255
Change from Current @ Est. Max. Claims			\$320,067	\$53,876	\$169,332	\$332,219
% Change from Current @ Est. Max. Claims			47.41%	7.98%	25.08%	49.21%
	ACTUAL					
Annual Total Funding, Admin. & Claims @ Expected Claims		\$675,036	\$956,078	\$656,437	\$749,593	\$800,980
Change from Current @ Expected Claims			\$281,042	-\$18,599	\$74,557	\$125,944
% Change from Current @ Expected Claims			41.63%	-2.76%	11.04%	18.66%
<i>* Refer to Benefit Bucks Proposal for additional fees</i>						

**City of Sachse
Medical Options
5.1.2013**

Medical

	1	2	15	16	17	18
Carrier	Current	Renewal	Proposed	Proposed	Proposed	Proposed
Plan Type	Aetna	Aetna	BCBS	BCBS	BCBS	BCBS
Plan Name	CPOS	OAMC	H S A	H S A	H S A	H S A
	TX CPOS B25 Value - 10	TX OAMC Custom	RMH3	RMH6	RMH7	RMH8
Network	CPOS	OAMC	Blue Choice	Blue Choice	Blue Choice	Blue Choice
Individual Deductible	\$2,500 / \$6,000	\$2,500 / \$6,000	\$5,000 / \$10,000	\$3,500 / \$7,000	\$2,500 / \$5,000	\$4,000 / \$8,000
Family Deductible Limit	3x	3x	2x	2x	2x	2x
Embedded/Non-Embedded	Embedded	Embedded	Embedded	Embedded	Embedded	Embedded
Coinsurance	80 / 50	80 / 50	100 / 70	80 / 60	80 / 60	100 / 70
	Total	Current	Renewal	Proposed	Proposed	Proposed
Employee Only	67	\$380.41	\$534.99	\$308.64	\$322.13	\$382.07
Employee + Spouse	11	\$829.29	\$1,166.27	\$672.83	\$702.24	\$832.90
Employee + Child(ren)	27	\$612.45	\$861.32	\$496.90	\$518.62	\$615.12
Employee + Family	14	\$1,122.21	\$1,578.22	\$910.48	\$950.28	\$1,127.09
	119					
Monthly Total		\$66,857	\$94,024	\$54,243	\$56,614	\$67,148
Annual Total		\$802,281	\$1,128,288	\$650,916	\$679,368	\$805,777
Change from Current			\$326,007	(\$151,365)	\$3,496	(\$60,840)
% Change from Current			40.64%	-18.87%	-15.32%	0.44%

Annual Employer Funding

EE	100%	\$543,225	\$763,966	\$440,738	\$460,002	\$545,596	\$502,028
Dependent	35%	\$90,669	\$127,513	\$73,562	\$76,778	\$91,063	\$83,795
Total		\$633,895	\$891,479	\$514,300	\$536,780	\$636,659	\$585,822
Change from Current			\$257,584	(\$119,595)	(\$97,115)	\$2,764	(\$48,073)
% Change from Current			40.64%	-18.87%	-15.32%	0.44%	-7.58%

	\$500 DED	\$500 DED
Individual HRA Contribution	\$2,000	\$2,000
Family HRA Contribution	\$6,000	\$6,000
* HRA Annual Admin Fee (pppm) - \$100 min / mo	\$4.00 \$5,712	\$5,712
* Renewal	\$250 \$250	\$250
* HRA SPD/ Plan Document Fee /Amendment Fee	\$100 \$100	\$100
HRA Funding MAXIMUM	100% \$446,000	\$446,000
HRA Funding @ Est. Max Claims	25% \$111,500	\$111,500
HRA Funding @ Est. Expected Claims	15% \$66,900	\$66,900
	Annualized Claims & Admin	
Annual Total Funding, Admin. & Claims @ Est Max Claims	\$39,387	\$1,009,041
Change from Current @ Est. Max. Claims		\$335,758
% Change from Current @ Est. Max. Claims		49.87%

	ACTUAL	
Annual Total Funding, Admin. & Claims @ Expected Claims	\$673,282	\$964,441
Change from Current @ Expected Claims		\$291,158
% Change from Current @ Expected Claims		43.24%

* Refer to Benefit Bucks Proposal for additional fees

	\$500 DED	\$750 DED
Individual HRA Contribution	\$2,000	\$1,750
Family HRA Contribution	\$6,000	\$5,250
* HRA Annual Admin Fee (pppm) - \$100 min / mo	\$4.00 \$5,712	\$5,712
* Renewal	\$250 \$250	\$250
* HRA SPD/ Plan Document Fee /Amendment Fee	\$100 \$100	\$100
HRA Funding MAXIMUM	100% \$446,000	\$390,250
HRA Funding @ Est. Max Claims	25% \$111,500	\$97,563
HRA Funding @ Est. Expected Claims	15% \$66,900	\$58,538
	Annualized Claims & Admin	
Annual Total Funding, Admin. & Claims @ Est Max Claims	\$41,141	\$995,103
Change from Current @ Est. Max. Claims		\$320,067
% Change from Current @ Est. Max. Claims		47.41%

	ACTUAL	
Annual Total Funding, Admin. & Claims @ Expected Claims	\$675,036	\$956,078
Change from Current @ Expected Claims		\$281,042
% Change from Current @ Expected Claims		41.63%

* Refer to Benefit Bucks Proposal for additional fees

Confidential & Proprietary



**City of Sachse
Medical Options
5.1.2013**

Medical

	1	2	19	20
Carrier	Current	Renewal	Proposed	Proposed
Plan Type	Aetna	Aetna	BCBS	TML
Plan Name	CPOS	OAMC	H S A	PPO
	TX CPOS B25 Value - 10	TX OAMC Custom	RMH9	P85 250-35-A
Network	CPOS	OAMC	Blue Choice	UHC Choice Plus
Individual Deductible	\$2,500 / \$6,000	\$2,500 / \$6,000	\$3,500 / \$7,000	\$2,500 / \$2,750
Family Deductible Limit	3x	3x	2x	2x
Embedded/Non-Embedded	Embedded	Embedded	Embedded	Embedded
Coinsurance	80 / 50	80 / 50	100 / 70	80 / 50
	Total	Current	Renewal	Proposed
Employee Only	67	\$380.41	\$534.99	\$377.48
Employee + Spouse	11	\$829.29	\$1,166.27	\$822.90
Employee + Child(ren)	27	\$612.45	\$861.32	\$607.73
Employee + Family	14	\$1,122.21	\$1,578.22	\$1,113.57
	119			\$1,664.80
Monthly Total		\$66,857	\$94,024	\$66,342
Annual Total		\$802,281	\$1,128,288	\$796,101
Change from Current			\$326,007	(\$6,180)
% Change from Current			40.64%	-0.77%
Annual Employer Funding				
EE	100%	\$543,225	\$763,966	\$539,041
Dependent	35%	\$90,669	\$127,513	\$89,971
Total		\$633,895	\$891,479	\$629,012
Change from Current			\$257,584	(\$4,883)
% Change from Current			40.64%	-0.77%
		\$500 DED	\$500 DED	\$500 DED
Individual HRA Contribution		\$2,000	\$2,000	\$2,000
Family HRA Contribution		\$6,000	\$6,000	\$4,000
* HRA Annual Admin Fee (pppm) - \$100 min / mo	\$4.00	\$5,712	\$5,712	\$5,712
* Renewal	\$250	\$250	\$250	\$250
* HRA SPD/ Plan Document Fee /Amendment Fee	\$100	\$100	\$100	\$100
HRA Funding MAXIMUM	100%	\$446,000	\$446,000	\$342,000
HRA Funding @ Est. Max Claims	25%	\$111,500	\$111,500	\$85,500
HRA Funding @ Est. Expected Claims	15%	\$66,900	\$66,900	\$51,300
		Annualized Claims & Admin		
Annual Total Funding, Admin. & Claims @ Est Max Claims		\$39,387	\$1,009,041	\$994,625
Change from Current @ Est. Max. Claims			\$335,758	\$321,343
% Change from Current @ Est. Max. Claims			49.87%	47.73%
		ACTUAL		
Annual Total Funding, Admin. & Claims @ Expected Claims		\$673,282	\$964,441	\$960,425
Change from Current @ Expected Claims			\$291,158	\$287,143
% Change from Current @ Expected Claims			43.24%	42.65%
<i>* Refer to Benefit Bucks Proposal for additional fees</i>				
		\$500 DED	\$750 DED	\$750 DED
Individual HRA Contribution		\$2,000	\$1,750	\$1,750
Family HRA Contribution		\$6,000	\$5,250	\$3,500
* HRA Annual Admin Fee (pppm) - \$100 min / mo	\$4.00	\$5,712	\$5,712	\$5,712
* Renewal	\$250	\$250	\$250	\$250
* HRA SPD/ Plan Document Fee /Amendment Fee	\$100	\$100	\$100	\$100
HRA Funding MAXIMUM	100%	\$446,000	\$390,250	\$299,250
HRA Funding @ Est. Max Claims	25%	\$111,500	\$97,563	\$74,813
HRA Funding @ Est. Expected Claims	15%	\$66,900	\$58,538	\$44,888
		Annualized Claims & Admin		
Annual Total Funding, Admin. & Claims @ Est Max Claims		\$41,141	\$995,103	\$983,937
Change from Current @ Est. Max. Claims			\$320,067	\$308,901
% Change from Current @ Est. Max. Claims			47.41%	45.76%
		ACTUAL		
Annual Total Funding, Admin. & Claims @ Expected Claims		\$675,036	\$956,078	\$954,012
Change from Current @ Expected Claims			\$281,042	\$278,976
% Change from Current @ Expected Claims		Confidential & Proprietary	41.63%	41.33%
<i>* Refer to Benefit Bucks Proposal for additional fees</i>				

**City of Sachse
Medical Options
5.1.2013**

Medical

	1	2	3	4	5	6
Carrier	Current	Renewal	Alternate	Alternate	Alternate	Alternate
Plan Type	Aetna	Aetna	Aetna	Aetna	Aetna	Aetna
Plan Name	CPOS	OAMC	OAMC	OAMC	OAMC	H.S.A.
	TX CPOS B25 Value - 10	TX OAMC Custom	TX OAMC B25 Value	TX OAMC B40 Value	TX OAMC B50 Value	TX H.S.A. C30
Network	CPOS	OAMC	OAMC	OAMC	OAMC	OAMC
Individual Deductible	\$2,500 / \$6,000	\$2,500 / \$6,000	\$2,500 / \$5,000	\$4,000 / \$6,000	\$5,000 / \$5,000	\$3,000 / \$6,000
Family Deductible Limit	3x	3x	3x	3x	3x	2x
Embedded/Non-Embedded	Embedded	Embedded	Embedded	Embedded	Embedded	Embedded
Coinsurance	80 / 50	80 / 50	80 / 50	80 / 50	80 / 50	100 / 70
	Total	Current	Renewal	Alternate	Alternate	Alternate
Employee Only	67	\$380.41	\$534.99	\$506.77	\$478.65	\$543.30
Employee + Spouse	11	\$829.29	\$1,166.27	\$1,104.76	\$1,043.45	\$1,184.39
Employee + Child(ren)	27	\$612.45	\$861.32	\$815.89	\$770.61	\$874.70
Employee + Family	14	\$1,122.21	\$1,578.22	\$1,494.98	\$1,412.01	\$1,602.73
	119					
Monthly Total		\$66,857	\$94,024	\$89,065	\$84,122	\$95,485
Annual Total		\$802,281	\$1,128,288	\$1,068,776	\$1,009,465	\$1,145,814
Change from Current			\$326,007	\$266,495	\$207,184	\$343,533
% Change from Current			40.64%	33.22%	25.82%	42.82%
Annual Employer Funding						
EE	100%	\$543,225	\$763,966	\$723,668	\$683,512	\$775,832
Dependent	35%	\$90,669	\$127,513	\$120,788	\$114,084	\$129,494
Total		\$633,895	\$891,479	\$844,456	\$797,596	\$905,326
Change from Current			\$257,584	\$210,561	\$163,701	\$271,431
% Change from Current			40.64%	33.22%	25.82%	42.82%
Individual HRA Contribution						
	\$500 DED	\$1,000 DED	\$1,000 DED	\$1,000 DED	\$1,000 DED	\$1,000 DED
	<i>\$2,000</i>	<i>\$1,500</i>	<i>\$1,500</i>	<i>\$3,000</i>	<i>\$4,000</i>	<i>\$4,000</i>
Family HRA Contribution	<i>\$6,000</i>	<i>\$4,500</i>	<i>\$4,500</i>	<i>\$9,000</i>	<i>\$12,000</i>	<i>\$12,000</i>
* HRA Annual Admin Fee (ppm) - \$100 min / mo	\$4.00	\$5,712	\$5,712	\$5,712	\$5,712	\$5,712
* Renewal	\$250	\$250	\$250	\$250	\$250	\$250
* HRA SPD/ Plan Document Fee /Amendment Fee	\$100	\$100	\$100	\$100	\$100	\$100
HRA Funding MAXIMUM	100%	\$446,000	\$334,500	\$334,500	\$669,000	\$892,000
HRA Funding @ Est. Max Claims	25%	\$111,500	\$83,625	\$83,625	\$167,250	\$223,000
HRA Funding @ Est. Expected Claims	15%	\$66,900	\$50,175	\$50,175	\$100,350	\$133,800
	Annualized Claims & Admin					
Annual Total Funding, Admin. & Claims @ Est Max Claims		\$39,387	\$981,166	\$934,143	\$970,908	\$1,006,566
Change from Current @ Est. Max. Claims			\$307,883	\$260,861	\$297,626	\$333,284
% Change from Current @ Est. Max. Claims			49.87%	42.88%	48.35%	53.64%
	ACTUAL					
Annual Total Funding, Admin. & Claims @ Expected Claims		\$673,282	\$947,716	\$900,693	\$904,008	\$917,366
Change from Current @ Expected Claims			\$274,433	\$227,411	\$230,726	\$244,084
% Change from Current @ Expected Claims			40.76%	33.78%	34.27%	36.25%

* Refer to Benefit Bucks Proposal for additional fees

Medical



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BENEFITS

City of Sachse
Medical Options
5.1.2013

Medical

	1	2	11	12	13	14
Carrier	Current	Renewal	Proposed	Proposed	Proposed	Proposed
Plan Type	Aetna	Aetna	BCBS	BCBS	BCBS	BCBS
Plan Name	CPOS	OAMC	PPO	PPO	PPO	HSA
	TX CPOS B25 Value - 10	TX OAMC Custom	RM29	RM31	RM34	RMH2
Network	CPOS	OAMC	Blue Choice	Blue Choice	Blue Choice	Blue Choice
Individual Deductible	\$2,500 / \$6,000	\$2,500 / \$6,000	\$4,000 Combined	\$5,000 Combined	\$10,000 Combined	\$3,000 / \$6,000
Family Deductible Limit	3x	3x	3x	3x	3x	2x
Embedded/Non-Embedded	Embedded	Embedded	Embedded	Embedded	Embedded	Embedded
Coinsurance	80 / 50	80 / 50	50 / 50	80 / 60	75 / 50	100 / 70
	Total	Current	Renewal	Proposed	Proposed	Proposed
Employee Only	67	\$380.41	\$534.99	\$325.06	\$360.89	\$291.36
Employee + Spouse	11	\$829.29	\$1,166.27	\$708.62	\$786.74	\$635.15
Employee + Child(ren)	27	\$612.45	\$861.32	\$523.34	\$581.03	\$469.08
Employee + Family	14	\$1,122.21	\$1,578.22	\$958.92	\$1,064.63	\$859.50
	119					
Monthly Total		\$66,857	\$94,024	\$57,129	\$63,426	\$51,206
Annual Total		\$802,281	\$1,128,288	\$685,547	\$761,117	\$614,471
Change from Current			\$326,007	(\$116,734)	(\$41,164)	(\$187,810)
% Change from Current			40.64%	-14.55%	-5.13%	-23.41%
Annual Employer Funding						
EE	100%	\$543,225	\$763,966	\$464,186	\$515,351	\$416,062
Dependent	35%	\$90,669	\$127,513	\$77,476	\$86,018	\$69,443
Total		\$633,895	\$891,479	\$541,662	\$601,369	\$485,505
Change from Current			\$257,584	(\$92,233)	(\$32,526)	(\$148,390)
% Change from Current			40.64%	-14.55%	-5.13%	-23.41%
Individual HRA Contribution						
	\$500 DED	\$1,000 DED	\$1,000 DED	\$1,000 DED	\$1,000 DED	\$1,000 DED
	\$2,000	\$1,500	\$3,000	\$4,000	\$9,000	\$9,000
Family HRA Contribution						
	\$6,000	\$4,500	\$9,000	\$12,000	\$27,000	\$27,000
* HRA Annual Admin Fee (ppm) - \$100 min / mo	\$4.00	\$5,712	\$5,712	\$5,712	\$5,712	\$5,712
* Renewal	\$250	\$250	\$250	\$250	\$250	\$250
* HRA SPD/ Plan Document Fee /Amendment Fee	\$100	\$100	\$100	\$100	\$100	\$100
HRA Funding MAXIMUM	100%	\$446,000	\$334,500	\$669,000	\$892,000	\$2,007,000
HRA Funding @ Est. Max Claims	25%	\$111,500	\$83,625	\$167,250	\$223,000	\$501,750
HRA Funding @ Est. Expected Claims	15%	\$66,900	\$50,175	\$100,350	\$133,800	\$301,050
Annualized Claims & Admin						
Annual Total Funding, Admin. & Claims @ Est Max Claims		\$39,387	\$981,166	\$714,974	\$830,431	\$993,317
Change from Current @ Est. Max. Claims			\$307,883	\$41,692	\$157,149	\$320,035
% Change from Current @ Est. Max. Claims			49.87%	10.33%	27.48%	51.67%
ACTUAL						
Annual Total Funding, Admin. & Claims @ Expected Claims		\$673,282	\$947,716	\$648,074	\$741,231	\$792,617
Change from Current @ Expected Claims			\$274,433	-\$25,208	\$67,949	\$119,335
% Change from Current @ Expected Claims			40.76%	-3.74%	10.09%	17.72%

* Refer to Benefit Bucks Proposal for additional fees

City of Sachse
Medical Options
5.1.2013

Medical

	1	2	15	16	17	18
Carrier	Current	Renewal	Proposed	Proposed	Proposed	Proposed
Plan Type	Aetna	Aetna	BCBS	BCBS	BCBS	BCBS
Plan Name	CPOS	OAMC	H S A	H S A	H S A	H S A
	TX CPOS B25 Value - 10	TX OAMC Custom	RMH3	RMH6	RMH7	RMH8
Network	CPOS	OAMC	Blue Choice	Blue Choice	Blue Choice	Blue Choice
Individual Deductible	\$2,500 / \$6,000	\$2,500 / \$6,000	\$5,000 / \$10,000	\$3,500 / \$7,000	\$2,500 / \$5,000	\$4,000 / \$8,000
Family Deductible Limit	3x	3x	2x	2x	2x	2x
Embedded/Non-Embedded	Embedded	Embedded	Embedded	Embedded	Embedded	Embedded
Coinsurance	80 / 50	80 / 50	100 / 70	80 / 60	80 / 60	100 / 70
	Total	Current	Renewal	Proposed	Proposed	Proposed
Employee Only	67	\$380.41	\$534.99	\$308.64	\$322.13	\$382.07
Employee + Spouse	11	\$829.29	\$1,166.27	\$672.83	\$702.24	\$832.90
Employee + Child(ren)	27	\$612.45	\$861.32	\$496.90	\$518.62	\$615.12
Employee + Family	14	\$1,122.21	\$1,578.22	\$910.48	\$950.28	\$1,127.09
	119					
Monthly Total		\$66,857	\$94,024	\$54,243	\$56,614	\$67,148
Annual Total		\$802,281	\$1,128,288	\$650,916	\$679,368	\$805,777
Change from Current			\$326,007	(\$151,365)	\$3,496	(\$60,840)
% Change from Current			40.64%	-18.87%	0.44%	-7.58%
Annual Employer Funding						
EE	100%	\$543,225	\$763,966	\$440,738	\$460,002	\$545,596
Dependent	35%	\$90,669	\$127,513	\$73,562	\$76,778	\$91,063
Total		\$633,895	\$891,479	\$514,300	\$536,780	\$636,659
Change from Current			\$257,584	(\$119,595)	\$2,764	(\$48,073)
% Change from Current			40.64%	-18.87%	0.44%	-7.58%
Individual HRA Contribution						
	\$500 DED	\$1,000 DED				
	<i>\$2,000</i>	<i>\$1,500</i>				
Family HRA Contribution	<i>\$6,000</i>	<i>\$4,500</i>				
* HRA Annual Admin Fee (ppm) - \$100 min / mo	\$4.00	\$5,712	\$5,712			
* Renewal	\$250	\$250	\$250			
* HRA SPD/ Plan Document Fee /Amendment Fee	\$100	\$100	\$100			
HRA Funding MAXIMUM	100%	\$446,000	\$334,500			
HRA Funding @ Est. Max Claims	25%	\$111,500	\$83,625			
HRA Funding @ Est. Expected Claims	15%	\$66,900	\$50,175			
	Annualized Claims & Admin					
Annual Total Funding, Admin. & Claims @ Est Max Claims		\$39,387	\$981,166			
Change from Current @ Est. Max. Claims			\$307,883			
% Change from Current @ Est. Max. Claims			49.87%			
	ACTUAL					
Annual Total Funding, Admin. & Claims @ Expected Claims		\$673,282	\$947,716			
Change from Current @ Expected Claims			\$274,433			
% Change from Current @ Expected Claims			40.76%			
<i>* Refer to Benefit Bucks Proposal for additional fees</i>						

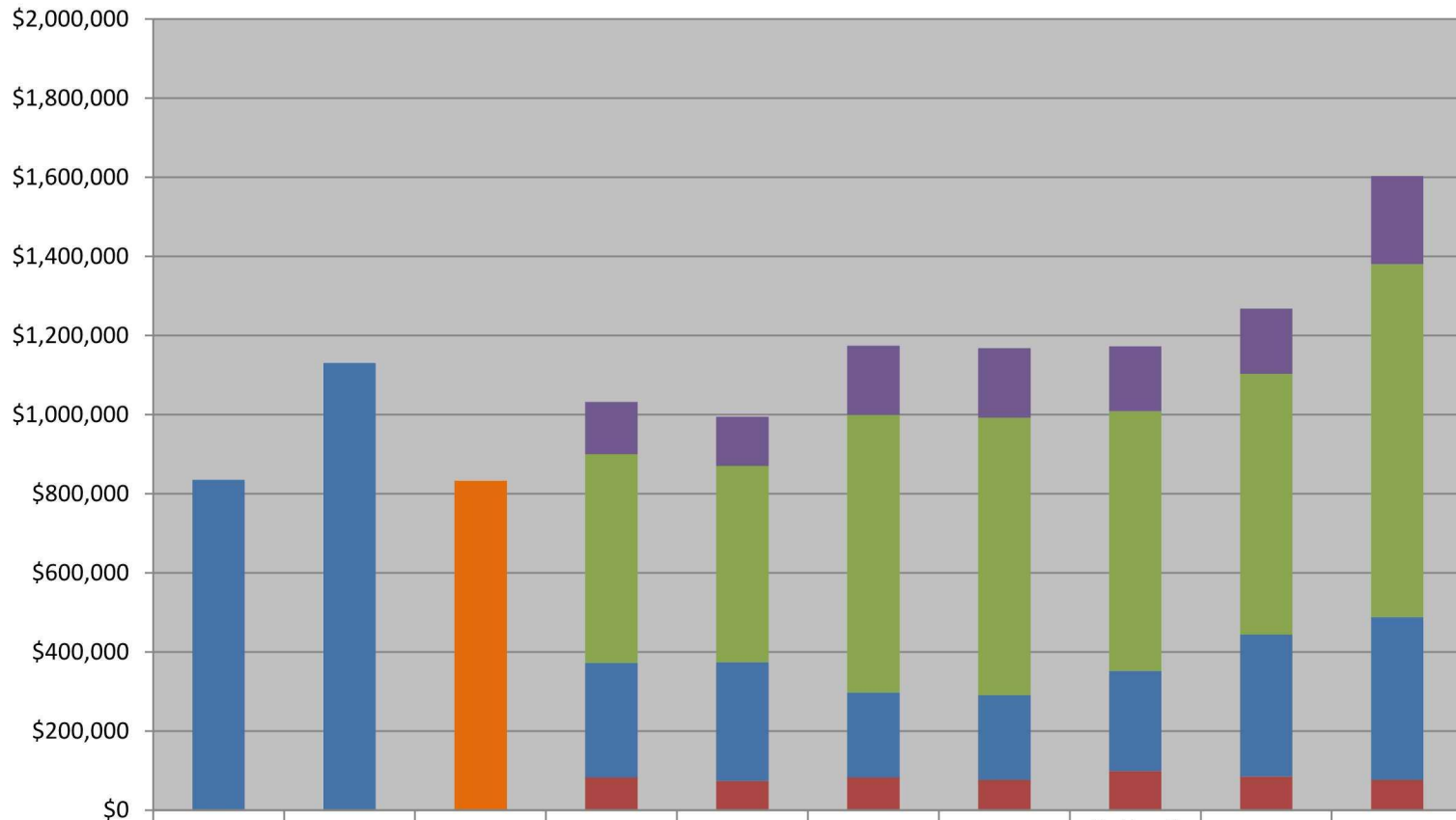
City of Sachse
Medical Options
5.1.2013

Medical

	1	2	19	20
Carrier	Current	Renewal	Proposed	Proposed
Plan Type	Aetna	Aetna	BCBS	TML
Plan Name	CPOS	OAMC	H S A	PPO
	TX CPOS B25 Value - 10	TX OAMC Custom	RMH9	P85 250-35-A
Network	CPOS	OAMC	Blue Choice	UHC Choice Plus
Individual Deductible	\$2,500 / \$6,000	\$2,500 / \$6,000	\$3,500 / \$7,000	\$2,500 / \$2,750
Family Deductible Limit	3x	3x	2x	2x
Embedded/Non-Embedded	Embedded	Embedded	Embedded	Embedded
Coinsurance	80 / 50	80 / 50	100 / 70	80 / 50
	Total	Current	Renewal	Proposed
Employee Only	67	\$380.41	\$534.99	\$377.48
Employee + Spouse	11	\$829.29	\$1,166.27	\$822.90
Employee + Child(ren)	27	\$612.45	\$861.32	\$607.73
Employee + Family	14	\$1,122.21	\$1,578.22	\$1,113.57
	119			\$1,664.80
Monthly Total		\$66,857	\$94,024	\$66,342
Annual Total		\$802,281	\$1,128,288	\$796,101
Change from Current		\$326,007	(\$6,180)	\$393,024
% Change from Current		40.64%	-0.77%	48.99%
Annual Employer Funding				
EE	100%	\$543,225	\$763,966	\$539,041
Dependent	35%	\$90,669	\$127,513	\$89,971
Total		\$633,895	\$891,479	\$629,012
Change from Current		\$257,584	(\$4,883)	\$269,168
% Change from Current		40.64%	-0.77%	42.46%
Individual HRA Contribution				
		\$500 DED	\$1,000 DED	\$1,000 DED
		\$2,000	\$1,500	\$1,500
Family HRA Contribution				
		\$6,000	\$4,500	\$3,000
* HRA Annual Admin Fee (pppm) - \$100 min / mo	\$4.00	\$5,712	\$5,712	\$5,712
* Renewal	\$250	\$250	\$250	\$250
* HRA SPD/ Plan Document Fee /Amendment Fee	\$100	\$100	\$100	\$100
HRA Funding MAXIMUM	100%	\$446,000	\$334,500	\$256,500
HRA Funding @ Est. Max Claims	25%	\$111,500	\$83,625	\$64,125
HRA Funding @ Est. Expected Claims	15%	\$66,900	\$50,175	\$38,475
Annualized Claims & Admin				
Annual Total Funding, Admin. & Claims @ Est Max Claims		\$39,387	\$981,166	\$973,250
Change from Current @ Est. Max. Claims			\$307,883	\$299,968
% Change from Current @ Est. Max. Claims			49.87%	47.73%
ACTUAL				
Annual Total Funding, Admin. & Claims @ Expected Claims		\$673,282	\$947,716	\$947,600
Change from Current @ Expected Claims			\$274,433	\$274,318
% Change from Current @ Expected Claims			40.76%	40.74%

* Refer to Benefit Bucks Proposal for additional fees

City of Sachse
FI v SF Options
\$40,000 Specific Stop Loss Chart
Effective 5.1.2013



	Current FI Aetna Fully Insured	Renewal FI Aetna Fully Insured	Rolling 12 Months Claims	Option 1 HealthSma rt GWI	Option 2 Meritain Aetna	Option 3 HealthSma rt Fairmont	Option 4 Meritain Fairmont	Option 5 Baker Benefits American Fidelity	Option 6 HealthSma rt GWI	Option 7 Meritain Sunlife
Total	\$835,277	\$1,130,888	\$833,477	\$1,031,897	\$994,207	\$1,174,445	\$1,167,876	\$1,172,782	\$1,267,951	\$1,603,316
Aggregate Claim Corridor	\$0	\$0	\$0	\$131,947	\$124,087	\$175,421	\$175,421	\$164,079	\$164,932	\$223,094
Expected Annual Claim Cost	\$0	\$0	\$833,477	\$527,787	\$496,348	\$701,685	\$701,685	\$656,317	\$659,729	\$892,374
Reinsurance / Premium Cost	\$835,277	\$1,130,888	\$0	\$289,329	\$299,935	\$214,505	\$214,505	\$253,201	\$358,386	\$411,583
Administration Cost	\$0	\$0	\$0	\$82,834	\$73,837	\$82,834	\$76,264	\$99,185	\$84,905	\$76,264

**City of Sachse
Fully Insured vs Self Funded
\$40,000 Specific Stop Loss
Effective May 1, 2013**

Census Information for Reinsurance Costs

Single	67
Family	52
Total	119

FULLY INSURED		SELF FUNDED			
Proposed Vendors	Proposed Vendors	Current FI Aetna	Renewal FI Aetna	Option 1 HealthSmart	Option 2 Meritain
Claims Administrator	Claims Administrator				
Insurance Coverage	Stop Loss Carrier	Fully Insured	Fully Insured	GW	Aetna
PPO Network	PPO Network	Aetna CPOS Network	Aetna OAMC Network	HealthSmart Accel	Aetna Network
Plan Detail	Reinsurance Coverage				
Plan Type		CPOS B25 Value	OAMC B25 Value		
Office Visit	Specific Deductible/Person	80 / 50 AD	80 / 50 AD	\$40,000	\$40,000
Deductible	Contract Basis	IN: \$2,500 / \$6,000	IN: \$2,500 / \$6,000	12/12	12/12
Coinsurance	Lifetime Maximum Benefit/Person	IN: 80% OUT: 50%	IN: 80% OUT: 50%	\$2M Annual/Unlimited LT	\$2M/Unlimited LT
Out of Pocket Coinsurance Maximum	Specific Coverage	IN: \$6,000 OUT: \$13,000	IN: \$6,000 OUT: \$13,000	Medical & Rx	Medical & Rx
Prescription Drugs	Aggregate Coverage	\$20 / \$40 / \$70	\$20 / \$40 / \$70	Medical & Rx	Medical & Rx
Tier Premium Rates	Reinsurance Costs				
EE Only	Specific Reinsurance Premium (Single)	\$380.41	\$534.99	\$113.12	\$115.22
EE + Spouse	Specific Reinsurance Premium (Family)	\$829.29	\$1,166.27	\$300.32	\$312.07
EE + Ch	Aggregate Reinsurance Premium	\$612.45	\$861.32	\$7.69	\$8.80
EE + Family		\$1,122.21	\$1,578.22	\$0.00	\$0.00
	Monthly Medical/Rx Aggregate Factor (Single)			\$265.08	\$328.70
	Monthly Medical/Rx Aggregate Factor (Family)			\$715.72	\$570.77
N/A	Monthly Reinsurance Premiums (fixed)			\$24,111	\$24,995
N/A	Monthly Aggregate Attachment Point (claims)			\$54,978	\$51,703
N/A	Annual Reinsurance Costs (premium + claims)			\$949,063	\$920,370
Tier Enrollment	Administrative Costs				
EE Only	Medical Plan & RX Administrative Fee	67	67	\$15.95	\$28.60
EE + Spouse	Utilization Review Services & Disease Mgmt	11	11	\$6.60	\$0.00
EE + Ch	Preferred Provider Network Fee	27	27	\$9.95	\$0.00
EE + Family	Stop Loss Integration Fee	14	14	\$1.00	\$0.00
	Brinson Consulting Fee	\$21.29	\$21.29	\$21.29	\$21.29
Monthly Premium Costs	Monthly Administrative Fixed Costs	\$69,390	\$94,024	\$6,520	\$5,936
Additional Fees and Expenses					
	TPA Set Up Fee	\$0	\$0	\$2,000	\$0
	COBRA Administration Fees	\$2,600	\$2,600	\$2,600	\$2,600
Group Totals		Annualized Premium	Annualized Premium		
Annual Premium Cost	Annual Reinsurance Cost	\$832,677	\$1,128,288	\$289,329	\$299,935
Annual Administrative Cost		\$2,600	\$2,600	\$82,834	\$73,837
Annualized Fixed Cost		\$835,277	\$1,130,888	\$372,163	\$373,772
Expected Aggregate Stop Loss (expected claims)		\$0	\$0	\$527,787	\$564,032
Annualized Aggregate Stop Loss (max. claims)		\$0	\$0	\$659,734	\$620,435
Expected Annual Fixed + Claim Cost		\$835,277	\$1,130,888	\$899,950	\$937,804
Maximum Annual Fixed + Claim Cost		\$835,277	\$1,130,888	\$1,031,897	\$994,207
Fully Insured Comparison With Self Funded - Estimated Percentage					
Plan Cost at Expected (Including Fixed Costs)			35.39%	7.74%	12.27%
Plan Cost as Maximum (Including Fixed Costs)			35.39%	23.54%	19.03%

Pending large claim review

Pending large claim review

Pending large claim review

**City of Sachse
Fully Insured vs Self Funded
\$40,000 Specific Stop Loss
Effective May 1, 2013**

Census Information for Reinsurance Costs

Single	67
Family	52
Total	119

FULLY INSURED		SELF FUNDED			
Proposed Vendors	Proposed Vendors	Current FI Aetna	Renewal FI Aetna	Option 3 HealthSmart	Option 4 Meritain
Claims Administrator	Claims Administrator				
Insurance Coverage	Stop Loss Carrier	Fully Insured	Fully Insured	Fairmont	Fairmont
PPO Network	PPO Network	Aetna CPOS Network	Aetna OAMC Network	HealthSmart Accel	Aetna Network
Plan Detail	Reinsurance Coverage				
Plan Type		CPOS B25 Value	OAMC B25 Value		
Office Visit	Specific Deductible/Person	80 / 50 AD	80 / 50 AD	\$40,000	\$40,000
Deductible	Contract Basis	IN: \$2,500 / \$6,000	IN: \$2,500 / \$6,000	12/12	12/12
Coinsurance	Lifetime Maximum Benefit/Person	IN: 80% OUT: 50%	IN: 80% OUT: 50%	Unlimited/Unlimited LT	Unlimited/Unlimited LT
Out of Pocket Coinsurance Maximum	Specific Coverage	IN: \$6,000 OUT: \$13,000	IN: \$6,000 OUT: \$13,000	Medical & Rx	Medical & Rx
Prescription Drugs	Aggregate Coverage	\$20 / \$40 / \$70	\$20 / \$40 / \$70	Medical & Rx	Medical & Rx
Tier Premium Rates	Reinsurance Costs				
EE Only	Specific Reinsurance Premium (Single)	\$380.41	\$534.99	\$85.33	\$85.33
EE + Spouse	Specific Reinsurance Premium (Family)	\$829.29	\$1,166.27	\$224.34	\$224.34
EE + Ch	Aggregate Reinsurance Premium	\$612.45	\$861.32	\$4.14	\$4.14
EE + Family		\$1,122.21	\$1,578.22	\$0.00	\$0.00
	Monthly Medical/Rx Aggregate Factor (Single)			\$358.31	\$358.31
	Monthly Medical/Rx Aggregate Factor (Family)			\$943.95	\$943.95
N/A	Monthly Reinsurance Premiums (fixed)			\$17,875	\$17,875
N/A	Monthly Aggregate Attachment Point (claims)			\$73,092	\$73,092
N/A	Annual Reinsurance Costs (premium + claims)			\$1,091,611	\$1,091,611
Tier Enrollment	Administrative Costs				
EE Only	Medical Plan & RX Administrative Fee	67	67	\$15.95	\$28.60
EE + Spouse	Utilization Review Services & Disease Mgmt	11	11	\$6.60	\$0.00
EE + Ch	Preferred Provider Network Fee	27	27	\$9.95	\$0.00
EE + Family	Stop Loss Integration Fee	14	14	\$1.00	\$1.70
	Brinson Consulting Fee	\$21.29	\$21.29	\$21.29	\$21.29
Monthly Premium Costs	Monthly Administrative Fixed Costs	\$69,390	\$94,024	\$6,520	\$6,139
Additional Fees and Expenses					
	TPA Set Up Fee	\$0	\$0	\$2,000	\$0
	COBRA Administration Fees	\$2,600	\$2,600	\$2,600	\$2,600
Group Totals		Annualized Premium	Annualized Premium		
Annual Premium Cost	Annual Reinsurance Cost	\$832,677	\$1,128,288	\$214,505	\$214,505
Annual Administrative Cost		\$2,600	\$2,600	\$82,834	\$76,264
Annualized Fixed Cost		\$835,277	\$1,130,888	\$297,339	\$290,770
Expected Aggregate Stop Loss (expected claims)		\$0	\$0	\$701,685	\$797,369
Annualized Aggregate Stop Loss (max. claims)		\$0	\$0	\$877,106	\$877,106
Expected Annual Fixed + Claim Cost		\$835,277	\$1,130,888	\$999,024	\$1,088,139
Maximum Annual Fixed + Claim Cost		\$835,277	\$1,130,888	\$1,174,445	\$1,167,876
Fully Insured Comparison With Self Funded - Estimated Percentage					
Plan Cost at Expected (Including Fixed Costs)			35.39%	19.60%	30.27%
Plan Cost as Maximum (Including Fixed Costs)			35.39%	40.61%	39.82%

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Single	67
Family	52
Total	119

FULLY INSURED		SELF FUNDED			
Proposed Vendors	Proposed Vendors	Current FI Aetna	Renewal FI Aetna	Option 5 Baker Benefits	Option 6 HealthSmart
Claims Administrator	Claims Administrator				
Insurance Coverage	Stop Loss Carrier	Fully Insured	Fully Insured	American Fidelity	GW
PPO Network	PPO Network	Aetna CPOS Network	Aetna OAMC Network	Aetna Network	Cigna
Plan Detail	Reinsurance Coverage				
Plan Type		CPOS B25 Value	OAMC B25 Value		
Office Visit	Specific Deductible/Person	80 / 50 AD	80 / 50 AD	\$40,000	\$40,000
Deductible	Contract Basis	IN: \$2,500 / \$6,000	IN: \$2,500 / \$6,000	12/12	12/12
Coinsurance	Lifetime Maximum Benefit/Person	IN: 80% OUT: 50%	IN: 80% OUT: 50%	Unlimited/Unlimited LT	\$2M Annual/Unlimited LT
Out of Pocket Coinsurance Maximum	Specific Coverage	IN: \$6,000 OUT: \$13,000	IN: \$6,000 OUT: \$13,000	Medical & Rx	Medical & Rx
Prescription Drugs	Aggregate Coverage	\$20 / \$40 / \$70	\$20 / \$40 / \$70	Medical & Rx	Medical & Rx
Tier Premium Rates	Reinsurance Costs				
EE Only	Specific Reinsurance Premium (Single)	\$380.41	\$534.99	\$89.17	\$140.56
EE + Spouse	Specific Reinsurance Premium (Family)	\$829.29	\$1,166.27	\$271.61	\$373.16
EE + Ch	Aggregate Reinsurance Premium	\$612.45	\$861.32	\$8.42	\$8.77
EE + Family		\$1,122.21	\$1,578.22	\$0.00	\$0.00
	Monthly Medical/Rx Aggregate Factor (Single)			\$347.04	\$331.35
	Monthly Medical/Rx Aggregate Factor (Family)			\$867.59	\$894.64
N/A	Monthly Reinsurance Premiums (fixed)			\$21,100	\$29,865
N/A	Monthly Aggregate Attachment Point (claims)			\$68,366	\$68,722
N/A	Annual Reinsurance Costs (premium + claims)			\$1,073,597	\$1,183,046
Tier Enrollment	Administrative Costs				
EE Only	Medical Plan & RX Administrative Fee	67	67	\$38.00	\$15.95
EE + Spouse	Utilization Review Services & Disease Mgmt	11	11	\$2.00	\$4.50
EE + Ch	Preferred Provider Network Fee	27	27	\$4.60	\$13.50
EE + Family	Stop Loss Integration Fee	14	14	\$0.00	\$1.00
	Brinson Consulting Fee	\$21.29	\$21.29	\$21.29	\$21.29
Monthly Premium Costs	Monthly Administrative Fixed Costs	\$69,390	\$94,024	\$7,840	\$6,692
Additional Fees and Expenses					
	TPA Set Up Fee	\$0	\$0	\$2,500	\$2,000
	COBRA Administration Fees	\$2,600	\$2,600	\$2,600	\$2,600
Group Totals		Annualized Premium	Annualized Premium		
Annual Premium Cost	Annual Reinsurance Cost	\$832,677	\$1,128,288	\$253,201	\$358,386
Annual Administrative Cost		\$2,600	\$2,600	\$99,185	\$84,905
Annualized Fixed Cost		\$835,277	\$1,130,888	\$352,386	\$443,290
Expected Aggregate Stop Loss (expected claims)		\$0	\$0	\$745,815	\$749,692
Annualized Aggregate Stop Loss (max. claims)		\$0	\$0	\$820,396	\$824,661
Expected Annual Fixed + Claim Cost		\$835,277	\$1,130,888	\$1,098,201	\$1,192,982
Maximum Annual Fixed + Claim Cost		\$835,277	\$1,130,888	\$1,172,782	\$1,267,951
Fully Insured Comparison With Self Funded - Estimated Percentage					
Plan Cost at Expected (Including Fixed Costs)			35.39%	31.48%	42.82%
Plan Cost as Maximum (Including Fixed Costs)			35.39%	40.41%	51.80%

Pending large claim review

Pending large claim review

Pending large claim review

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Fully Insured vs Self Funded
\$40,000 Specific Stop Loss
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Single	67
Family	52
Total	119

FULLY INSURED		SELF FUNDED		
Proposed Vendors	Proposed Vendors	Current FI Aetna	Renewal FI Aetna	Option 7 Meritain
Claims Administrator	Claims Administrator			
Insurance Coverage	Stop Loss Carrier	Fully Insured	Fully Insured	Sunlife
PPO Network	PPO Network	Aetna CPOS Network	Aetna OAMC Network	Aetna Network
Plan Detail	Reinsurance Coverage			
Plan Type		CPOS B25 Value	OAMC B25 Value	
Office Visit	Specific Deductible/Person	80 / 50 AD	80 / 50 AD	\$40,000
Deductible	Contract Basis	IN: \$2,500 / \$6,000	IN: \$2,500 / \$6,000	12/12
Coinsurance	Lifetime Maximum Benefit/Person	IN: 80% OUT: 50%	IN: 80% OUT: 50%	\$2M/Unlimited LT
Out of Pocket Coinsurance Maximum	Specific Coverage	IN: \$6,000 OUT: \$13,000	IN: \$6,000 OUT: \$13,000	Medical & Rx
Prescription Drugs	Aggregate Coverage	\$20 / \$40 / \$70	\$20 / \$40 / \$70	Medical & Rx
Tier Premium Rates	Reinsurance Costs			
EE Only	Specific Reinsurance Premium (Single)	\$380.41	\$534.99	\$175.85
EE + Spouse	Specific Reinsurance Premium (Family)	\$829.29	\$1,166.27	\$415.30
EE + Ch	Aggregate Reinsurance Premium	\$612.45	\$861.32	\$7.74
EE + Family		\$1,122.21	\$1,578.22	\$0.00
	Monthly Medical/Rx Aggregate Factor (Single)			\$781.14
	Monthly Medical/Rx Aggregate Factor (Family)			\$781.14
N/A	Monthly Reinsurance Premiums (fixed)			\$34,299
N/A	Monthly Aggregate Attachment Point (claims)			\$92,956
N/A	Annual Reinsurance Costs (premium + claims)			\$1,527,051
Tier Enrollment	Administrative Costs			
EE Only	Medical Plan & RX Administrative Fee	67	67	\$28.60
EE + Spouse	Utilization Review Services & Disease Mgmt	11	11	\$0.00
EE + Ch	Preferred Provider Network Fee	27	27	\$0.00
EE + Family	Stop Loss Integration Fee	14	14	\$1.70
	Brinson Consulting Fee	\$21.29	\$21.29	\$21.29
Monthly Premium Costs	Monthly Administrative Fixed Costs	\$69,390	\$94,024	\$6,139
Additional Fees and Expenses				
	TPA Set Up Fee	\$0	\$0	\$0
	COBRA Administration Fees	\$2,600	\$2,600	\$2,600
Group Totals		Annualized Premium	Annualized Premium	
Annual Premium Cost	Annual Reinsurance Cost	\$832,677	\$1,128,288	\$411,583
Annual Administrative Cost		\$2,600	\$2,600	\$76,264
Annualized Fixed Cost		\$835,277	\$1,130,888	\$487,848
Expected Aggregate Stop Loss (expected claims)		\$0	\$0	\$892,374
Annualized Aggregate Stop Loss (max. claims)		\$0	\$0	\$1,115,468
Expected Annual Fixed + Claim Cost		\$835,277	\$1,130,888	\$1,380,222
Maximum Annual Fixed + Claim Cost		\$835,277	\$1,130,888	\$1,603,316
Fully Insured Comparison With Self Funded - Estimated Percentage				
Plan Cost at Expected (Including Fixed Costs)			35.39%	65.24%
Plan Cost as Maximum (Including Fixed Costs)			35.39%	91.95%

Pending large claim review

Pending large claim review

City of Sachse
Dental Options
5.1.2013

Dental

	1			2		3	
Carrier	Current Lincoln Financial			Renewal Lincoln Financial		Renewal-negotiated Lincoln Financial	
Website	www.lincolffinancial.com			www.lincolffinancial.com		www.lincolffinancial.com	
Network	Lincoln Dental Connect			Lincoln Dental Connect		Lincoln Dental Connect	
Type of Plan	DHMO	PPO		DHMO	PPO	DHMO	PPO
Plan Name	None	None		None	None	None	None
Copay	\$5	None		\$5	None	\$5	None
Deductible	None	\$50		None	\$50	None	\$50
Waived for Preventive?	Fee Schedule	Yes		Fee Schedule	Yes	Fee Schedule	Yes
Preventive Care	Fee Schedule	80%		Fee Schedule	80%	Fee Schedule	80%
Basic Care	Fee Schedule	60%		Fee Schedule	60%	Fee Schedule	60%
Basic Waiting Period	None	None		None	None	None	None
Periodontics in Basic / Major?	Fee Schedule	Basic		Fee Schedule	Basic	Fee Schedule	Basic
Endodontics in Basic / Major?	Fee Schedule	Basic		Fee Schedule	Basic	Fee Schedule	Basic
Major Care	Fee Schedule	40%		Fee Schedule	40%	Fee Schedule	40%
Major Waiting Period	None	None		None	None	None	None
Annual Maximums	Unlimited	\$1,000		Unlimited	\$1,000	Unlimited	\$1,000
Maximum Rollover	None	None		None	None	None	None
Orthodontia	Fee Schedule	50%		Fee Schedule	50%	Fee Schedule	50%
Orthodontia Maximum	\$2,500	\$1,000		\$2,500	\$1,000	\$2,500	\$1,000
Orthodontia Waiting Period	None	None		None	None	None	None
Adult Orthodontia?	\$2,700	Not Covered		\$2,700	Not Covered	\$2,700	Not Covered
Implants	Not Covered	Not Covered		Not Covered	Not Covered	Not Covered	Not Covered
Out of Network Reimbursement	Fee schedule	90th		Fee schedule	90th	Fee schedule	90th
UCR Data Source	n/a	FairHealth		n/a	FairHealth	n/a	FairHealth
Rates							
Employee	14	49	63	\$9.66	\$20.77	\$9.66	\$22.02
Employee + Spouse	7	11	18	\$18.07	\$40.67	\$18.07	\$43.11
Employee + Child(ren)	5	12	17	\$16.42	\$47.20	\$16.42	\$50.03
Employee + Family	11	9	20	\$23.56	\$73.70	\$23.56	\$78.12
Total	37	81	118				
Monthly Total				\$3,298	\$3,540	\$3,460	
Annual Total				\$39,573	\$42,484	\$41,515	
Change from Current					\$2,911	\$1,942	
% Change from Current					7.36%	4.91%	
Annual Employer Funding							
EE Contribution	100%	\$24,477		\$26,295		\$25,692	
Dependent Contribution	\$50	\$291		\$297		\$295	
Annual Employer Premium		\$24,769		\$26,593		\$25,988	
Change from Current					\$1,824	\$1,219	
% Change from Current					7.36%	4.92%	
Participation Requirement							
Rate Guarantee				1 year		1 year	
Contingencies / Packaging				Packaged w/ LTD		Packaged w/ LTD	

**City of Sachse
Voluntary Vision Options
5.1.2013**

Vision

	1	2
	Current / Renewal	Proposed
Carrier	EyeMed	Block Vision
Website	www.eyemedvisioncare.com	www.blockvision.com
Network	Eyemed	Block Vision
Plan Name		Gold 125 Plan
Frequencies		
Exam/Lenses/Contacts/Frames	12/12/12/24	12/12/12/24
Eye Exam Benefit (In/Out)	\$10 / Reimb up to \$35	\$10 / Reimb up to \$35 after copay
Lenses -Single (In/Out)	\$10 / Reimb up to \$25	\$10 / Reimb up to \$25 after copay
Lenses - Bifocal (In/Out)	\$10 / Reimb up to \$40	\$10 / Reimb up to \$40 after copay
Lenses - Trifocal (In/Out)	\$10 / Reimb up to \$60	\$10 / Reimb up to \$45 after copay
Lenses - Lenticular (In/Out)	N/A	\$10 / Reimb up to \$80 after copay
Contacts - Medically Nec. (In/Out)	\$0 - Paid in Full / Reimb up to \$200	\$10 / Reimb up to \$150 retail after copay
Contacts - Elective (In/Out)	\$135 allowance+15% off balance / Reimb up to \$95	Reimb up to \$150 / Reimb up to \$80 retail after copay
Frames Benefit (In/Out)	\$0 copay; \$120 Allowance+20% off balance / Reimb up to \$48 retail value	Reimb up to \$125 retail / Reimb up to \$70 retail value
Network Providers	Private Practice, LensCrafters, Pearle Vision, Sears, Target	Private Practice, Walmart, Sam's Club, Eyemasters &
Rates		
Employee	49 \$4.68	\$4.66
Employee + Spouse	16 \$14.60	\$12.87
Employee + Child(ren)	10 \$15.36	\$13.54
Employee + Family	13 \$22.60	\$19.83
Total	88	
Monthly Total	\$910	\$827
Annual Total	\$10,924	\$9,929
Change from Current		(\$994)
% Change from Current		-9.10%
Participation		10 enrolled
Rate Guarantee	2 years	3 years
Contingencies / Packaging	standalone	standalone

**City of Sachse
Basic Life and AD&D
5.1.2013**

Basic Life and AD&D

1

Carrier	Current / Renews 2014 Lincoln Financial
Life and AD&D	1x salary to \$50,000
Guarantee Issue	\$50,000
Benefit Reduction	35% age 70 50% age 75 Terms at Retirement
Conversion/Portability	Yes/No
Accelerated Life Benefit	75% of Benefit

Covered Employees	120
Volume	\$4,943,000
Life Rate	\$0.080
AD&D Rate	\$0.020
Monthly Premium	\$494
Annual Premium	\$5,932
Change from Current	
% Change from Current	

Rate Guarantee	2 years
Contingencies / Packaging	Packaged w/ Dental/Life/DI

**City of Sachse
Voluntary Life and AD&D Options
5.1.2013**

Voluntary Life and AD&D

Carrier	Current / Renews 2014 Lincoln Financial
Employee Increments of	\$10,000
Employee Maximum	5x salary to \$500,000
Employee Guarantee Issue	\$150,000
Spouse	
Spouse Increments of	\$5,000
Spouse Maximum	50% of EE Election to \$100,000
Spouse Guarantee Issue	\$30,000
Child(ren)	
15 Days to 6 Months Maximum	\$250
6 Months to 19 Years Maximum	\$10,000
	35% age 70 50% age 75 Terms at Retirement
Age Reduction	
Conversion/Portability	No/Yes
Living Benefit Maximum	75% of Benefit
AD&D Mandatory/Add-On	Add-On
Dependant AD/D included	Spouse Included/Child Excluded

Age Banded rates / \$1,000	Employee & Spouse
	16-19 \$0.070
	20-24 \$0.090
	25-29 \$0.100
	30-34 \$0.110
	35-39 \$0.140
	40-44 \$0.190
	45-49 \$0.270
	50-54 \$0.460
	55-59 \$0.790
	60-64 \$1.250
	65-69 \$2.070
	70-74 \$3.610
	75-79 \$6.020
	80-84 \$10.370
	85-89 \$44.970
	90-93 \$44.970
	95+ \$44.970
Child Cost per \$1,000	\$0.030
Vol AD/D Rates per \$1,000	\$0.025

Participation Requirement	
Rate Guarantee	
Contingencies / Packaging	Packaged w/ Life/ DI

City of Sachse
Long Term Disability Options
5.1.2013

Long Term Disability

	1	2
	Current / Renewal	Alternate
Carrier	Lincoln Financial	Lincoln Financial
Class 1: Directors/City Manager		
Class 2: All other EE's		
Benefit Percentage	60%	60%
Maximum Monthly Benefit	\$5,000	\$5,000
Minimum Monthly Benefit	\$100	\$100
Benefits taxed or tax free	taxed	taxed
Elimination Period	90 days	90 days
Maximum Benefit Duration	SSNRA / to age 65	SSNRA / to age 65
Definition of Disability (3 parts)		
Loss of: (And/Or)	Duties	Duties
Own Occ/Any Occ/Own Specialty	2 year Own Occ/ Any Occ thereafter	Class 1: Max Benefit Period Class 2: 2 year Own Occ/ Any Occ thereafter
% of Income lost	20%	20%
Definition of Earnings	Salary	Salary
Preexisting Condition limit	3/12	3/12
Mental Illness/Drug & Alcohol limit	24 / 24	24 / 24
Per Lifetime or Per Occurrence	Per Occurrence	Per Occurrence
Combined or separate	Separate	Separate
Self Reported limit	24 Months	24 Months
Rehab Benefit	Mandatory	Mandatory
Return to work offset	Proportionate loss	Proportionate loss
	4 face to face visits	4 face to face visits
	24/7 assistance	24/7 assistance
Employee Assistance Program	1 telephonic consultation	1 telephonic consultation
Covered Employees	120	120
Volume	\$450,890	\$450,890
Rate/\$100	\$0.210	\$0.220
Monthly Premium	\$947	\$992
Annual Premium	\$11,362	\$11,904
Change from Current		\$541
% Change from Current		4.76%
Participation Requirement		
Rate Guarantee		
Contingencies / Packaging	Packaged w/ Life	Packaged w/ Life

RESOLUTION NO. _____

WHEREAS, the City of Sachse provides group health insurance as a benefit for City employees;
and

WHEREAS, the City of Sachse has advertised for bids for group health insurance and requested proposals for dental insurance, life insurance, long-term disability insurance, accidental death and dismemberment insurance and vision insurance; and

WHEREAS, the City of Sachse has received bids and information from various insurance underwriters, and

WHEREAS, staff has reviewed the bids and information provided and is under the opinion that Blue Cross Blue Shield has the best overall bid for Medical, Lincoln Financial has the best overall option dental insurance, life insurance, accidental death and dismemberment and long term disability, and Eyemed for vision.

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

That the City Council hereby authorizes the City Manager to execute a contract with Blue Cross Blue Shield for group health insurance, Lincoln Financial for dental insurance, life insurance, accidental death and dismemberment insurance, long-term disability insurance, and Eyemed for vision insurance.

PASSED AND APPROVED this the 18th day of March, 2013.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY



Legislation Details (With Text)

File #:	13-1409	Version:	1	Name:	CD - SF GARAGES ZONING TEXT AMENDMENT CC
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	3/6/2013	In control:		In control:	City Council
On agenda:	3/18/2013	Final action:		Final action:	

Title: Conduct a public hearing and consider approval of an Ordinance of the City of Sachse, Texas, amending the Sachse Code of Ordinances by amending Chapter 11, titled "Zoning", by amending Article 3 titled "[Districts]", by amending Section 2 titled "R Single-Family Dwelling Districts", by amending Section 2.3 titled "Building Regulations"; by amending Schedule I titled "Permitted Uses" to modify the parking requirement for single-family detached residential uses.

Executive Summary

The following item is being brought forward to consider amending the regulations associated with enclosing single-family garages. Based upon the direction provided by City Council at previous meetings, the proposed Ordinance would allow the enclosure of garages for single-family residences provided the necessary building permits are secured and the necessary off-street parking is provided.

Sponsors:

Indexes:

Code sections:

Attachments: [CD - SF GARAGES ZONING TEXT AMENDMENT CC - PRESENTATION.pdf](#)
[CD - SF GARAGES ZONING TEXT AMENDMENT CC - ATTACHMENT 1.pdf](#)
[CD - SF GARAGES ZONING TEXT AMENDMENT CC - ATTACHMENT 2.pdf](#)
[CD - SF GARAGES ZONING TEXT AMENDMENT CC - DRAFT ORD V1.pdf](#)
[CD - SF GARAGES ZONING TEXT AMENDMENT CC - DRAFT ORD V2.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Conduct a public hearing and consider approval of an Ordinance of the City of Sachse, Texas, amending the Sachse Code of Ordinances by amending Chapter 11, titled "Zoning", by amending Article 3 titled "[Districts]", by amending Section 2 titled "R Single-Family Dwelling Districts", by amending Section 2.3 titled "Building Regulations"; by amending Schedule I titled "Permitted Uses" to modify the parking requirement for single-family detached residential uses.

Executive Summary

The following item is being brought forward to consider amending the regulations associated with enclosing single-family garages. Based upon the direction provided by City Council at previous meetings, the proposed Ordinance would allow the enclosure of garages for single-family residences provided the necessary building permits are secured and the necessary off-street parking is provided.

Background

This item is being brought forward at the request of City Council. This item was previously discussed at the October 1, 2012 and January 7, 2013 City Council meetings where City Council provided direction on the proposed amendment.

The Planning and Zoning Commission unanimously voted to recommend approval of this item at their February 25, 2013 meeting. There was one condition proposed by Planning & Zoning Commission that would only require one off-street parking space provided where a one-car garage was being enclosed and two off-street parking spaces maximum for other garage enclosures.

Policy Considerations

The proposed amendment being considered will permit owners of single-family residences to enclose their garages provided they obtain the necessary building permits and they have one off-street parking space provided.

Due to the recommendation made by Planning and Zoning Commission, two separate versions of the Ordinances are being provided:

- Ordinance Version 1: This version is the version as recommended by Planning and Zoning Commission.
- Ordinance Version 2: This version does not include the recommendation by Planning and Zoning Commission and simply proposes one off-street parking space be provided regardless of the size of the garage to be enclosed.

A strikeout-underline version of each version of the Ordinances is provided as Attachment 1 and Attachment 2. Attachment 1 corresponds to Ordinance Version 1, and Attachment 2 corresponds to Ordinance Version 2.

Staff recommended approval of Version #2 at the February 25, 2013 Planning and Zoning Commission Meeting. As previously stated, Planning and Zoning Commission voted to include additional language, which is included in Version #1.

Budgetary Considerations

None.

Staff Recommendations

Staff recommends approval of an Ordinance of the City of Sachse, Texas, amending the Sachse Code of Ordinances by amending Chapter 11, titled "Zoning", by amending Article 3 titled "[Districts]", by amending Section 2 titled "R Single-Family Dwelling Districts", by amending Section 2.3 titled "Building Regulations"; by amending Schedule I titled "Permitted Uses" to modify the parking requirement for single-family detached residential uses.



CITY COUNCIL MEETING

MARCH 18, 2013

POLICY CONSIDERATIONS

VERSION # 1

- (d) *Garage requirements.*
 - (43) Enclosing a garage for the purpose of creating additional living space shall be permitted for single-family residences provided the following conditions are satisfied:
 - a. The property owner obtains the necessary building permit(s).



POLICY CONSIDERATIONS

VERSION # 1 (CONTINUED)

- b. Provided the property owner is enclosing a one-car garage, only one off-street parking space with a minimum width of nine feet and minimum depth of eighteen feet shall be provided. In cases, where a garage larger than a one-car garage is being enclosed, a maximum of two off- street parking spaces with a minimum width of nine feet and minimum depth of eighteen feet for each space shall be provided. Such space(s) shall be located on the property and on paved surface as required by the Code of Ordinances.



POLICY CONSIDERATIONS

VERSION #2

- (d) *Garage requirements.*
 - (43) Enclosing a garage for the purpose of creating additional living space shall be permitted for single-family residences provided the following conditions are satisfied:
 - a. The property owner obtains the necessary building permit(s).
 - b. One off-street parking space with a minimum width of nine feet and minimum depth of eighteen feet is provided. Such space shall be located on the property and on a paved surface as required by the Code of Ordinances.



POLICY CONSIDERATIONS

PLANNING & ZONING COMMISSION RECOMM.

Recommendation

- Staff Recommended approval of Version #2 at Planning & Zoning Commission Meeting. Planning & Zoning Commission voted to include amended language that is included in Version #1.



2.3 Building regulations.

- (a) *Minimum size.* The minimum area of the main building shall be as specified in Table 2.1 for each district, exclusive of garages, breezeways and servant quarters.
- (b) *Height regulations.* No building shall exceed the height specifications in Table 2.1 for each district, except as provided in article 4, section 3.
- (c) *Exterior fire-resistant construction.* The exterior walls of all main buildings and garages shall be masonry, in accordance with the building code of the City of Sachse.
- (d) *Garage requirements.*
 - ~~(1) All residences shall include a private and enclosed garage for all required off-street parking spaces.~~
 - (21) The entrances to all attached or detached garages shall not face any street, except for the entrances to attached or detached garages located on property platted after June 20, 2011.
 - (32) Front entry garage doors, where permitted, shall be even with, or recessed behind the front face of the primary structure.
 - (43) Enclosing a garage for the purpose of creating additional living space shall be permitted for single-family residences provided the following conditions are satisfied:
 - a. The property owner obtains the necessary building permit(s).
 - b. Provided the property owner is enclosing a one-car garage, only one off-street parking space with a minimum width of nine feet and minimum depth of eighteen feet shall be provided. In cases, where a garage larger than a one-car garage is being enclosed, a maximum of two off- street parking spaces with a minimum width of nine feet and minimum depth of eighteen feet for each space shall be provided. Such space(s) shall be located on the property and on paved surface as required by the Code of Ordinances.

ATTACHMENT 1

SCHEDULE I. PERMITTED USES

RESIDENTIAL	Agricultural	Single Family R-39	Single Family R-15	Single Family R-12	Single Family R-10	Single Family R-E	Office Park	Mixed Use	Commercial-1	Commercial-2	Industrial-1	Industrial-2	Planned Development	Parking Requirements
...														
Single Family Detached	X	X	X	X	X	X		X					*	21 / dwelling unit (see Note 3)
...														
X - Use permitted in district indicated														
S - Use requires approval of a special use permit														
L - Use permitted as secondary to the main use, contained entirely within the building or complex. Exterior access facing a public street shall be prohibited and the use shall not have exterior on-site advertising or signs.														
1 - Multifamily uses shall be permitted in the mixed use district by special use permit and only when included as part of a mixed use building or complex.														
2 - Wind energy systems shall be permitted in accordance with article 4, section 9, Wind energy systems.														
3 – When a single-family detached residence is proposing to enclose a one-car garage, only one off-street parking space shall be required. Such space shall be located on the property and on paved surface as required by the Code of Ordinances.														
* - Use allowed when specified in granting ordinance														
Blank space - Use prohibited														

ATTACHMENT 2

2.3 Building regulations.

- (a) *Minimum size.* The minimum area of the main building shall be as specified in Table 2.1 for each district, exclusive of garages, breezeways and servant quarters.
- (b) *Height regulations.* No building shall exceed the height specifications in Table 2.1 for each district, except as provided in article 4, section 3.
- (c) *Exterior fire-resistant construction.* The exterior walls of all main buildings and garages shall be masonry, in accordance with the building code of the City of Sachse.
- (d) *Garage requirements.*
- (1) ~~All residences shall include a private and enclosed garage for all required off-street parking spaces.~~
- (21) The entrances to all attached or detached garages shall not face any street, except for the entrances to attached or detached garages located on property platted after June 20, 2011.
- (32) Front entry garage doors, where permitted, shall be even with, or recessed behind the front face of the primary structure.
- (43) Enclosing a garage for the purpose of creating additional living space shall be permitted for single-family residences provided the following conditions are satisfied:
- a. The property owner obtains the necessary building permit(s).
- b. One off-street parking space with a minimum width of nine feet and minimum depth of eighteen feet is provided. Such space shall be located on the property and on a paved surface as required by the Code of Ordinances.

SCHEDULE I. PERMITTED USES

[illegible]

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, AMENDING THE SACHSE CODE OF ORDINANCES BY AMENDING CHAPTER 11, TITLED “ZONING”, BY AMENDING ARTICLE 3 TITLED “[DISTRICTS]”, BY AMENDING SECTION 2 TITLED “R SINGLE-FAMILY DWELLING DISTRICTS”, BY AMENDING SECTION 2.3 TITLED “BUILDING REGULATIONS”; BY AMENDING SCHEDULE I TITLED “PERMITTED USES” TO MODIFY THE PARKING REQUIREMENT FOR SINGLE FAMILY DETACHED RESIDENTIAL USES; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Sachse City Council has determined that it is necessary to provide for comprehensive regulations regarding garage requirements for single family residences, including provisions for enclosing a garage for the purpose of creating additional living space; and

WHEREAS, the Planning and Zoning Commission of the City of Sachse and the governing body of the City of Sachse, in compliance with state laws applying to amending the Zoning Ordinance and Map, have given the requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the governing body of the City of Sachse is of the opinion that said Zoning Ordinance should be amended as provided herein;

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

SECTION 1. The Code of Ordinances, City of Sachse, Texas, be amended, by amending Chapter 11 titled “Zoning”, by amending Article 4 titled “General Provisions Applying to All or Several Districts” by amending Section 2 titled “R single-family dwelling districts”, to read as follows:

“Chapter 11 - ZONING

.....

ARTICLE 3. - [DISTRICTS]

....

Sec. 2. R single-family dwelling districts.

....

2.3 Building regulations.

- (a) *Minimum size.* The minimum area of the main building shall be as specified in Table 2.1 for each district, exclusive of garages, breezeways and servant quarters.
- (b) *Height regulations.* No building shall exceed the height specifications in Table 2.1 for each district, except as provided in article 4, section 3.
- (c) *Exterior fire-resistant construction.* The exterior walls of all main buildings and garages shall be masonry, in accordance with the building code of the City of Sachse.
- (d) *Garage requirements.*
 - (1) The entrances to all attached or detached garages shall not face any street, except for the entrances to attached or detached garages located on property platted after June 20, 2011.
 - (2) Front entry garage doors, where permitted, shall be even with, or recessed behind the front face of the primary structure.
 - (3) Enclosing a garage for the purpose of creating additional living space shall be permitted for single-family residences provided the following conditions are satisfied:
 - a. The property owner obtains the necessary building permit(s); and
 - b. Provided the property owner is enclosing a one-car garage, only one off-street parking space with a minimum width of nine feet and minimum depth of eighteen feet shall be provided. In cases, where a garage larger than a one-car garage is being enclosed, a maximum of two off-street parking spaces with a minimum width of nine feet and minimum depth of eighteen feet for each space shall be provided. Such space(s) shall be located on the property and on paved surface as required by the Code of Ordinances.

.....

SCHEDULE I. PERMITTED USES

RESIDENTIAL	<i>Agricultural</i>	<i>Single Family R-39</i>	<i>Single Family R-15</i>	<i>Single Family R-12</i>	<i>Single Family R-10</i>	<i>Single Family R-E</i>	<i>Office Park</i>	<i>Mixed Use</i>	<i>Commercial-1</i>	<i>Commercial-2</i>	<i>Industrial-1</i>	<i>Industrial-2</i>	<i>Planned Development</i>	<i>Parking Requirements</i>
...														
Single Family Detached	X	X	X	X	X	X		X					*	2 / dwelling unit (see Note 3)
...														
X - Use permitted in district indicated														
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L - Use permitted as secondary to the main use, contained entirely within the building or complex. Exterior access facing a public street shall be prohibited and the use shall not have exterior on-site advertising or signs.														
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* - Use allowed when specified in granting ordinance														
Blank space - Use prohibited														

”

SECTION 2. That all provisions of the Code of Ordinances of the City of Sachse, Texas, in conflict with the provisions of this ordinance be and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, of the Code of Ordinances, as amended hereby, be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 4. That an offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 5. That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Sachse, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of two thousand dollars (\$2000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 7. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such cases provide.

DULY APPROVED AND PASSED by the City Council of the City of Sachse, Texas on the ____ day of _____, 2013.

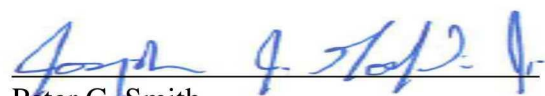
APPROVED:

Mike Felix
Mayor

DULY ENROLLED:

Terry Smith
City Secretary

APPROVED AS TO FORM:



Peter G. Smith
City Attorney
(JJG/02-19-13/59529)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, AMENDING THE SACHSE CODE OF ORDINANCES BY AMENDING CHAPTER 11, TITLED “ZONING”, BY AMENDING ARTICLE 3 TITLED “[DISTRICTS]”, BY AMENDING SECTION 2 TITLED “R SINGLE-FAMILY DWELLING DISTRICTS”, BY AMENDING SECTION 2.3 TITLED “BUILDING REGULATIONS”; BY AMENDING SCHEDULE I TITLED “PERMITTED USES” TO MODIFY THE PARKING REQUIREMENT FOR SINGLE FAMILY DETACHED RESIDENTIAL USES; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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SCHEDULE I. PERMITTED USES

RESIDENTIAL	<i>Agricultural</i>	<i>Single Family R-39</i>	<i>Single Family R-15</i>	<i>Single Family R-12</i>	<i>Single Family R-10</i>	<i>Single Family R-E</i>	<i>Office Park</i>	<i>Mixed Use</i>	<i>Commercial-1</i>	<i>Commercial-2</i>	<i>Industrial-1</i>	<i>Industrial-2</i>	<i>Planned Development</i>	<i>Parking Requirements</i>
...														
Single Family Detached	X	X	X	X	X	X		X					*	1 / dwelling unit
...														

”

SECTION 2. That all provisions of the Code of Ordinances of the City of Sachse, Texas, in conflict with the provisions of this ordinance be and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, of the Code of Ordinances, as amended hereby, be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

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SECTION 7. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such cases provide.

DULY APPROVED AND PASSED by the City Council of the City of Sachse, Texas on the _____ day of _____, 2013.

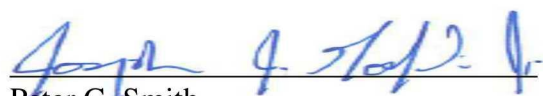
APPROVED:

Mike Felix
Mayor

DULY ENROLLED:

Terry Smith
City Secretary

APPROVED AS TO FORM:


Peter G. Smith
City Attorney
(JJG/02-19-13/59529)



Legislation Details (With Text)

File #:	13-1423	Version:	1	Name:	Consider appointments to Boards and Commissions.
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	3/6/2013	In control:		In control:	City Council
On agenda:	3/18/2013	Final action:		Final action:	
Title:	Consider appointments to Boards and Commissions.				
	Executive Summary				
	The City has vacancies on the Tax Increment Financing (TIF) Board and the Board of Adjustments. Interviews were conducted in the workshop session.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Title

Consider appointments to Boards and Commissions.

Executive Summary

The City has vacancies on the Tax Increment Financing (TIF) Board and the Board of Adjustments. Interviews were conducted in the workshop session.

Background

The City has interviews tonight with Mr. Bobby Tillman and Mr. Ed Brown for vacancies on the TIF Board (reappointments).

Mr. James Cron and Mr. James Darr will interview for the vacancies on the Board of Adjustments. We have a full member vacancy and an alternate member vacancy on the board of Adjustments.

The applications are attached under Workshop Agenda Item #13-1422.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

The City Council consider appointments to Boards and Commissions as appropriate.



Legislation Details (With Text)

File #:	13-1429	Version:	1	Name:	CD - WALMART SIGN VARIANCE DISC CC
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	3/11/2013	In control:		In control:	City Council
On agenda:	3/18/2013	Final action:		Final action:	

Title: Discuss a Sign Variance request associated with the property generally located on the northwest side of SH78/KCRC Railroad, and on the south side of future Woodbridge Parkway adjacent to the SH78/KCRC Railroad rights-of-way.

Executive Summary

A sign variance will be formally considered by City Council on April 1, 2013. This item is being presented in order to provide City Council background information specific to the request prior to formal consideration.

Sponsors:

Indexes:

Code sections:

Attachments: [CD - WALMART SIGN VARIANCE DISC CC - PRESENTATION.pdf](#)
[CD - WALMART SIGN VARIANCE DISC CC - ATTACHMENT 1.pdf](#)
[CD - WALMART SIGN VARIANCE DISC CC - ATTACHMENT 2.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Discuss a Sign Variance request associated with the property generally located on the northwest side of SH78/KCRC Railroad, and on the south side of future Woodbridge Parkway adjacent to the SH78/KCRC Railroad rights-of-way.

Executive Summary

A sign variance will be formally considered by City Council on April 1, 2013. This item is being presented in order to provide City Council background information specific to the request prior to formal consideration.

Background

This Discussion Item is being presented in order to provide City Council with background information prior to the formal request, which is currently scheduled for April 1, 2013. The subject property is generally located on the northwest side of SH78/KCRC Railroad, and on the south side of future Woodbridge Parkway adjacent to the SH78/KCRC Railroad rights-of-way (See Attachment 1 - Location Map).

Current regulations would permit the applicant to construct an on-premise General Business Sign and/or an on-premise Project Identification sign; both sign types would need to be constructed as Monument Signs. Either sign would be permitted to be a maximum of 20 feet in height above grade. The General Business sign would be permitted a maximum sign area

of 60 square feet and the Project Identification sign would be permitted a maximum sign area of 100 square feet. In addition, off-premise signs would not be permitted.

The applicant (Wal-Mart Corporation) is requesting to construct two signs, both of which would require variances:

1. A pylon sign with a height of 70 feet and a sign area of 297 square feet (the dimensions of the sign face are 33 feet by 9 feet).
2. A General Business sign constructed as a monument sign with a height 7 feet-2 inches and a sign area of 100 square feet (the dimensions of the sign face are 4 feet-9 inches by 25 feet).

Attachment 2 has been provided to show the proposed signage elevations and the location of each of the signs on the subject property.

The variances that would be required are as follows:

1. Variance for a pylon sign with a height of 70 feet and a sign area of 297 square feet (note: no specific variance from the height or sign area requirements can be stated because pole signs are currently not permitted by the Code of Ordinances).
2. Variance to allow pylon sign to be an off-premise sign.
3. Variance from the sign area of a General Business sign to allow a sign area of 100 square feet (current requirement is 60 square feet maximum).

Policy Considerations

Pursuant to Chapter 3, Section 3-10.B(15) of the Code of Ordinances, the applicant is required to provide the following application information:

- ☐ Name, address and telephone number of the applicant.
- ☐ Location of building, structure or lot to which or upon which the sign(s) is to be attached or erected.
- ☐ Position of the sign(s) in relation to nearby buildings or structures, including other signs.
- ☐ The zoning classification of the property on which the sign(s) is to be located. Also the zoning classification of all property within 250 feet of the sign(s) location.
 - ☐ The specific variation(s) requested and the reasons and justification for such requests.
 - ☐ Ten copies of the signage and site plans shall be required.

The regulations set forth in Chapter 3, Section 3-10.B(15) of the Code of Ordinances also require City Staff to cause legal notice to be posted in the newspaper at least seven days prior to the case being considered by City Council. This will be done prior to the request proceeding to City Council on April 1, 2013.

When this item is formally presented to City Council on April 1, 2013, City Council will need to consider the specific variations being requested and the justification for the request. Among

consider the specific variations being requested and the justification for the request. Among other criteria, this information will need to be considered in light of the "position of the signs in relation to nearby buildings or structures, including other signs" and the zoning classification of the subject property and of all properties within 250 feet of the sign location.

It should be noted that on April 1, 2013, City Council also will be considering a companion item. The applicant is also requesting an amendment to the Planned Development regulations associated with the subject site. Neither item is contingent upon the other's approval.

Budgetary Considerations

None.

Staff Recommendations

This item is being presented for informational purposes only.



CITY COUNCIL

MARCH 18, 2013

OUTLINE

- ☐ Signage proposed
- ☐ Variances being sought
- ☐ Application Process
- ☐ Review Criteria
- ☐ Upcoming Public Hearing



BACKGROUND

AERIAL LOCATION MAP



BACKGROUND

SIGNAGE PROPOSED REQUIRING VARIANCES

Sign #1

- Pylon/Pole Sign
- Height: 70 feet
- Sign Area: 297 square feet
- Dimensions: 33' x 9'

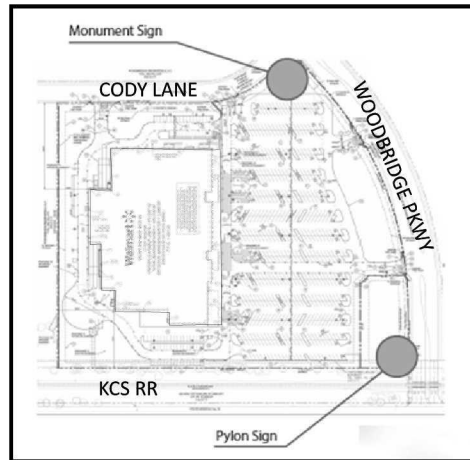
Sign #2

- Monument Sign / General Business Sign
- Sign Area: 100 square feet
- Dimensions: 25' x 4'-9"



BACKGROUND

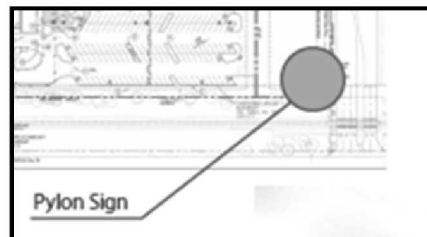
SIGN LOCATIONS



BACKGROUND

VARIANCES (PYLON SIGN)

- ❑ Variance for a pylon sign with a height of 70 feet and a sign area of 297 square feet.
- ❑ Variance to allow pylon sign to be off-premise.



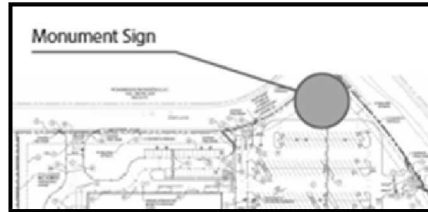
(Note: no specific variance from the height or sign area requirements can be stated because pylon signs are currently not permitted.)



BACKGROUND

VARIANCES (MONUMENT SIGN)

- Variance from the sign area of the General Business sign to allow a sign area of 100 square feet (current requirement is 60 square feet maximum).



BACKGROUND

VIEW OF PYLON SIGN FROM SH78



POLICY CONSIDERATIONS

APPLICATION PROCESS

Required Application Materials

- ☐ Name, address and telephone number of the applicant.
- ☐ Location of building, structure or lot to which or upon which the sign(s) is to be attached or erected.
- ☐ Position of the sign(s) in relation to nearby buildings or structures, including other signs.
- ☐ The zoning classification of the property on which the sign(s) is to be located. Also the zoning classification of all property within 250 feet of the sign(s) location.
- ☐ The specific variation(s) requested and the reasons and justification for such requests.
- ☐ Ten copies of the signage and site plans shall be required.



POLICY CONSIDERATIONS

REVIEW CRITERIA

- ☐ Consider the specific variations being requested and the justification for the request.
- ☐ Among other criteria, this information will need to be considered in light of the "position of the signs in relation to nearby buildings or structures, including other signs" and the zoning classification of the subject property and of all properties within 250 feet of the sign location.



POLICY CONSIDERATIONS

UPCOMING FORMAL CONSIDERATION

- ☐ Item currently scheduled for April 1, 2013 City Council meeting.
- ☐ Item will be advertised in local newspaper on March 21, 2013 in accordance with City Ordinances.
- ☐ Companion Planned Development Amendment also to be considered as a separate item on April 1, 2013.





0 200 400 800
Feet

AERIAL LOCATION MAP

Woodbridge West Tract C-3
Signage Variance (M13-01)
Map Created: March 11, 2013

