SEPTEMBER 24, 2008 CITY COUNCIL ADDENDUM
CERTIFICATION

This certification is given pursuant to Chapter XI, Section 9 of the City Charter for the City Council Addendum dated September 24, 2008. We hereby certify, as to those contracts, agreements, or other obligations on this Agenda authorized by the City Council for which expenditures of money by the City are required, that all of the money required for those contracts, agreements, and other obligations is in the City treasury to the credit of the fund or funds from which the money is to be drawn, as required and permitted by the City Charter, and that the money is not appropriated for any other purpose.

Mary K. Suhm
City Manager

9-19-08
Date

Edward Scott
City Controller

9/19/08
Date

RECEIVED
2008 SEP 19 PM 7:02
CITY SECRETARY
DALLAS, TEXAS

ADDENDUM
CITY COUNCIL MEETING
WEDNESDAY, SEPTEMBER 24, 2008
CITY OF DALLAS
1500 MARILLA
COUNCIL CHAMBERS, CITY HALL
DALLAS, TX 75201
9:00 A.M.

REVISED ORDER OF BUSINESS

Agenda items for which individuals have registered to speak will be considered no earlier than the time indicated below:

9:00 a.m.	**INVOCATION AND PLEDGE OF ALLEGIANCE**	
	OPEN MICROPHONE	
	CLOSED SESSION	
	MINUTES	Item 1
	CONSENT AGENDA	Items 2 - 50
	CONSENT ADDENDUM	Items 1 - 15

ITEMS FOR INDIVIDUAL CONSIDERATION

No earlier than 9:30 a.m.	Item 51 Addendum Items 16 - 23

PUBLIC HEARINGS AND RELATED ACTIONS

1:00 p.m.	Items 52 - 83 Addendum Items 24 - 25

ADDENDUM
CITY COUNCIL MEETING
SEPTEMBER 24, 2008
CITY OF DALLAS
1500 MARILLA
COUNCIL CHAMBERS, CITY HALL
DALLAS, TEXAS 75201
9:00 A. M.

ADDITIONS:

CONSENT ADDENDUM

Business Development & Procurement Services

1. Authorize a twelve-month service agreement, with two twelve-month extension options, for the securing of open and vacant residential structures with Vacant Property Security through an Interlocal Agreement with the Dallas Housing Authority - Not to exceed $300,000 - Financing: Current Funds (subject to annual appropriations)

City Attorney's Office

2. Authorize settlement of the lawsuit styled Zondra Washington v. City of Dallas, Cause No. 07-06270-G - Not to exceed $10,000 - Financing: Current Funds

Department of Development Services

3. A resolution declaring approximately 24,000 square feet of City-owned land, improved with a fire station, located near the intersection of Parrot Street and East Illinois Avenue unwanted and unneeded and authorizing its advertisement for sale by sealed bid with a minimum bid of $86,020 - Financing: No cost consideration to the City

4. An ordinance abandoning portions of Sanger Avenue and Gould, Cleveland, Parnell and Holmes Streets and alleys to the Dallas Independent School District, the abutting owner, containing a total of approximately 203,603 square feet of land, located near the intersection of Ervay Street and Grand Avenue, and authorizing the quitclaim - Revenue: $560,000 plus the $20 ordinance publication fee

5. An ordinance abandoning a permanent facilities easement to 2100 Downtown Condominiums, LLC, the abutting owner, containing approximately 9,483 square feet of land, located near the intersection of Marilla and Pearl Streets - Revenue: $5,400 plus the $20 ordinance publication fee

6. An ordinance amending Ordinance No. 16937 to modify the replatting conditions of the adjoining properties located near the intersection of Pearl and Canton Streets - Revenue: $5,400 plus the $20 ordinance publication fee

ADDENDUM
CITY COUNCIL MEETING
SEPTEMBER 24, 2008

ADDITIONS: (Continued)

CONSENT ADDENDUM (Continued)

Environmental & Health Services

7. Authorize an amendment to the Management Services Contract, Phase II, with Metro Dallas Homeless Alliance (MDHA) for the operation of The Bridge to **(1)** delete the payment and performance bond requirements and require MDHA to purchase a Treasury bill pledged to the City in the amount of $175,000, and **(2)** the City Manager to execute a pledge and security agreement with MDHA for the Treasury bill - Financing: No cost consideration to the City

8. Authorize the second amendment to the contract with the Department of State Health Services to accept additional grant funds for the continuation of the Special Supplemental Nutrition Program for the Women, Infants and Children Program for the period October 1, 2007 through September 30, 2008 - Not to exceed $644,839, from $11,631,623 to $12,276,462 - Financing: Department of State Health Services Grant Funds

Fire

9. Authorize payment for tuition, registration fees, books and parking to the Dallas County Community College District in the amount of $50,000 and the University of Texas Southwestern Medical Center at Dallas in the amount of $208,420 for mandatory emergency medical services training of emergency medical technicians and paramedics for the period October 1, 2008 through September 30, 2009 - Total not to exceed $258,420 - Financing: Current Funds (subject to appropriations)

Intergovernmental Services

10. Authorize **(1)** the acceptance of the Edward Byrne Memorial Justice Assistance Grant from the U.S. Department of Justice, Bureau of Justice Assistance Grant Funds to fund Project Reconnect, a program that will provide assistance to ex-offenders for their reintegration into the community for the period September 1, 2008 through September 30, 2009; and **(2)** execution of the grant agreement - Not to exceed $335,381 - Financing: U.S. Department of Justice Grant Funds

11. Authorize **(1)** the acceptance of the Edward Byrne Memorial Justice Assistance Grant from the U.S. Department of Justice, Bureau of Justice Assistance Grant Funds to define and develop the Dallas Reentry Program that will provide assistance to ex-offenders for their reintegration into the community for the period September 1, 2008 through August 31, 2011; and **(2)** execution of the grant agreement - Not to exceed $447,174 - Financing: U.S. Department of Justice Grant Funds

ADDENDUM
CITY COUNCIL MEETING
SEPTEMBER 24, 2008

ADDITIONS: (Continued)

CONSENT ADDENDUM (Continued)

Office of Financial Services

12. Authorize the preparation of plans for the issuance of Combination Tax and Revenue Certificates of Obligation, Series 2008A in an amount not to exceed $5,500,000; and enacting other provisions in connection therewith - Financing: No cost consideration to the City

13. Authorize the preparation of plans for the issuance of Equipment Acquisition Contractual Obligations, Series 2008 in an amount not to exceed $35,540,000 - Financing: No cost consideration to the City

14. Authorize the preparation of plans for the issuance of General Obligation Bonds, Series 2008 in an amount not to exceed $214,670,000 - Financing: No cost consideration to the City

Trinity River Corridor Project

15. Authorize Supplemental Agreement No. 1 to the contract with Hellmuth, Obata & Kassabaum, LP, for the development of design and construction documents for the Trinity Forest Trail, Phase 2 from Joppa Preserve Park to the Trinity River Audubon Center; the development of a site master plan for the Joppa Gateway/South Central Park; and the development of design and construction documents for the Rochester Park trailhead - Not to exceed $408,160, from $606,273 to $1,014,433 - Financing: 1998 Bond Funds

ITEMS FOR INDIVIDUAL CONSIDERATION

Office of Financial Services

Fiscal Year 2008-09 Budget Items

16. * Final reading and adoption of appropriation ordinances for the proposed FY 2008 - 09 City of Dallas Operating, Grants and Trusts, and Capital Budgets - Financing: No cost consideration to the City

17. * An ordinance setting the tax rate at 74.79¢ per $100 valuation and levying ad valorem taxes for the City of Dallas, Texas for FY 2008-09 - Financing: No cost consideration to the City

ADDENDUM
CITY COUNCIL MEETING
SEPTEMBER 24, 2008

ADDITIONS: (Continued)

ITEMS FOR INDIVIDUAL CONSIDERATION (Continued)

Office of Financial Services (Continued)

Fiscal Year 2008-09 Budget Items (Continued)

18. * Ratify the property tax increase reflected in the FY 2008-09 budget - Revenue: $44,507,520

19. * An ordinance amending Chapters 2, 5A, 15D, 17, 18, 24 and 50 of the Dallas City Code to revise and establish various fees for City services - Estimated Revenue: $14,616,297

Fire

20. An ordinance amending Chapter 15D of the Dallas City Code to establish a motor vehicle accident cleanup fee and to provide for waiver of the fee for City of Dallas residents - Estimated Revenue: $1,125,000

Human Resources

21. Authorize **(1)** adoption of the 2009 Employee and Retiree Health Benefits Plans (self-funded Preferred and Exclusive Provider Organizations), including the Flexible Benefits (Section 125) Plan; **(2)** supplemental agreement with UnitedHealthcare to offer and provide administrative services for the Health Reimbursement Account (HRA), Employee Assistance Program and other voluntary benefits to commence on January 1, 2009 through December 31, 2009, and will include renewal options for FY 2010 and 2011; **(3)** termination of contract with Alliance Work Partner to administer Employee Assistance Program (EAP) effective December 31, 2008; and **(4)** approval of the proposed health coverage premium rates - Total cost is based on the number of employee/retiree participants in the plan - Financing: Employee Benefits Current Funds (subject to appropriations)

22. Authorize **(1)** position changes; and **(2)** approval of revised salary schedules for fiscal year 2008-09

Water Utilities

23. An ordinance amending Chapter 49 of the Dallas City Code to establish and adjust certain rates, charges and fees relating to water and wastewater services for Dallas and customer cities effective October 1, 2008 (fee list attached) - Estimated Revenue: $24,551,550

ADDENDUM
CITY COUNCIL MEETING
SEPTEMBER 24, 2008

ADDITIONS: (Continued)

PUBLIC HEARINGS AND RELATED ACTIONS

Department of Development Services

ZONING CASES - INDIVIDUAL

24. A public hearing to receive comments regarding an application for and an ordinance granting an amendment to and expansion of Planned Development District No. 486 for a Community service center and CH Clustered Housing District Uses on property zoned a D(A) Duplex District, an MF-1(A) Multifamily District, a CH Clustered Housing District, a CS Commercial Service District and Planned Development District No. 486 in an area generally bounded by Bank Street, Gurley Avenue, Carroll Avenue, and Parry Avenue
Recommendation of Staff and CPC: Approval, subject to a conceptual plan, Tract 1A development/landscape plan, Tract 2 development plan, and conditions
Z078-177(RB)

25. A public hearing to receive comments regarding an application for and an ordinance granting a Planned Development District for mixed uses on property zoned an MF-1(A) Multifamily District, in an area bounded by Lovers Lane, Amesbury Drive, Milton Street, and Matilda Street
Recommendation of Staff and CPC: Approval, subject to a development plan and conditions
Z067-259(OTH)

CORRECTIONS:

Aviation

2. Authorize Supplemental Agreement No. 4 to the professional services contract with ~~Unison-Maximus~~ Unison Consulting, Inc. for the following additional services: **(1)** financial analysis and development of funding and financing strategies for the Love Field Modernization Program (LFMP); **(2)** application for a new Passenger Facility Charge (PFC) authorization to partially fund the LFMP and other capital improvements; **(3)** assisting the development of terminal schematic design by defining concession space requirements; and **(4)** assistance in negotiating a Project Development Agreement (PDA) specified in the Term Sheet for the LFMP for Dallas Love Field - Not to exceed $182,400, from $339,600 to $522,000 - Financing: Aviation Current Funds

ADDENDUM
CITY COUNCIL MEETING
SEPTEMBER 24, 2008

CORRECTIONS: (Continued)

Economic Development

Dallas Downtown
Public Improvement District

Note: Item Nos. 71 and 72 must be considered collectively.

71. * A public hearing to receive comments regarding the annual assessment rate for the Dallas Downtown Improvement District (District), in accordance with Chapter 372 of the Texas Local Government Code, for the District for the purpose of providing supplemental services, to be funded by assessments on real property and real property improvements in the District - Financing: No cost consideration to the City

72 * An ordinance establishing classifications for the apportionment of costs and the methods of assessing special benefits for the services and improvements to property in the Dallas Downtown Improvement District; approving and adopting the 2008 assessment roll on file with the City Secretary; closing the hearing and levying assessments for the cost of certain services and improvements to be provided in the District during 2009; fixing charges and liens against the property in the District and against the owners thereof; providing for the collection of the assessment; and providing an effective date - Not to exceed ~~$300,000~~ $745,522 - Financing: Current Funds (subject to appropriations)

DELETIONS:

Housing

35. Authorize approval of **(1)** a Permanent Supportive Housing Program Statement and 5-year plan endorsing city-wide implementation for the creation of 700 Permanent Supportive Housing units for chronically homeless individuals; and **(2)** use of Community Development Grant Funds, HOME Funds, General Obligation Bonds and Certificates of Obligation to fund project gap requirements to the extent permissible from each funding source - Financing: No cost consideration to the City

Department of Development Services

ZONING CASES - INDIVIDUAL

59. A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a business school on property zoned an NO(A) Neighborhood Office District on the north side of Lyndon B. Johnson Freeway, east of Abrams Road
Recommendation of Staff and CPC: Approval for a five-year period with eligibility for automatic renewals for additional ten-year periods, subject to a site plan and conditions
Z078-205(WE)

Proposed Fee Changes
Effective October 1, 2008
Addendum Item #23

		Existing Fee	Proposed Fee
Surcharge Rates			
1.	Biochemical Oxygen Demand	$2.00160	$2.21010
2.	Total Suspended Solids	$1.20680	$1.33440
Untreated Water Contracts			
3.	Short-term contracts	$63.00	$225.00
4.	Long-term contracts	$365.00	$385.00
Backflow Prevention Devices			
5.	Backflow device inspection	$45.00	$50.00
6.	Each additional device at site	$40.00	$45.00
Discontinuance Charges			
7.	Temporary discontinuance charge	$4.50	$25.00
Development Review Fees			
8.	Design review for >100 ft. of construction	$700.00	$1,050.00
9.	Design review for <100 ft. of construction	$200.00	$300.00
10.	Each additional design review	$200.00	$300.00
Fire Flow Test Fee (Chapter 49)			
11.	Fire flow test	N/A	$150.00

ADDENDUM DATE September 24, 2008

ITEM #	OK	IND DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	DESCRIPTION
1			All	C	PBD, CCS	$300,000.00	NA	NA	Authorize a twelve-month service agreement, with two twelve-month extension options, for the securing of open and vacant residential structures with Vacant Property Security through an Interlocal Agreement with the Dallas Housing Authority
2			N/A	C	ATT	$10,000.00	NA	NA	Authorize settlement of the lawsuit styled Zondra Washington v. City of Dallas, Cause No. 07-06270-G
3			4	C	DDS	NC	NA	NA	A resolution declaring approximately 24,000 square feet of City-owned land, improved with a fire station, located near the intersection of Parrot Street and East Illinois Avenue unwanted and unneeded and authorizing its advertisement for sale by sealed bid with a minimum bid of $86,020
4			7	C	DDS	REV $560,000	NA	NA	An ordinance abandoning portions of Sanger Avenue and Gould, Cleveland, Parnell and Holmes Streets and alleys to the Dallas Independent School District, the abutting owner, containing a total of approximately 203,603 square feet of land, located near the intersection of Ervay Street and Grand Avenue and authorizing the quitclaim
5			14	C	DDS	REV $5,400	NA	NA	An ordinance abandoning a permanent facilities easement to 2100 Downtown Condominiums, LLC, the abutting owner, containing approximately 9,483 square feet of land, located near the intersection of Marilla and Pearl Streets
6			14	C	DDS	REV $5,400	NA	NA	An ordinance amending Ordinance No. 16937 to modify the replatting conditions of the adjoining properties located near the intersection of Pearl and Canton Streets
7			2	C	EHS	NC	NA	NA	Authorize an amendment to the Management Services Contract, Phase II, with Metro Dallas Homeless Alliance (MDHA) for the operation of The Bridge to delete the payment and performance bond requirements and require MDHA to purchase a Treasury bill pledged to the City and the City Manager to execute a pledge and security agreement with MDHA for the Treasury bill
8			All	C	EHS	GT	NA	NA	Authorize the second amendment to the contract with the Department of State Health Services to accept additional grant funds for the continuation of the Special Supplemental Nutrition Program for the Women, Infants and Children Program for the period October 1, 2007 through September 30, 2008
9			All	C	FIR	$258,420.00	NA	NA	Authorize payment for tuition, registration fees, books and parking to the Dallas County Community College District and the University of Texas Southwestern Medical Center at Dallas for mandatory emergency medical services training of emergency medical technicians and paramedics for the period October 1, 2008 through September 30, 2009
10			All	C	IGS	GT	NA	NA	Authorize the acceptance of the Edward Byrne Memorial Justice Assistance Grant from the U.S. Department of Justice, Bureau of Justice Assistance Grant Funds to fund Project Reconnect, a program that will provide assistance to ex-offenders for their reintegration into the community for the period September 1, 2008 through September 30, 2008 and execution of the grant agreement
11			All	C	IGS	GT	NA	NA	Authorize the acceptance of the Edward Byrne Memorial Justice Assistance Grant from the U.S. Department of Justice, Bureau of Justice Assistance Grant Funds to define and develop the Dallas Reentry Program that will provide assistance to ex-offenders for their reintegration into the community for the period September 1, 2008 through August 31, 2011 and execution of the grant agreement
12			All	C	OFS	NC	NA	NA	Authorize the preparation of plans for the issuance of Combination Tax and Revenue Certificates of Obligation, Series 2008A in an amount not to exceed $5,500,000; and enacting other provisions in connection therewith
13			N/A	C	OFS	NC	NA	NA	Authorize the preparation of plans for the issuance of Equipment Acquisition Contractual Obligations, Series 2008 in an amount not to exceed $35,540,000
14			All	C	OFS	NC	NA	NA	Authorize the preparation of plans for the issuance of General Obligation Bonds, Series 2008 in an amount not to exceed $214,670,000

ADDENDUM DATE September 24, 2008

ITEM #	OK	IND DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	DESCRIPTION
15			4, 5, 8	C	TRC	$408,160.00	100.00%	32.26%	Authorize Supplemental Agreement No. 1 to the contract with Hellmuth, Obata & Kassabaum, LP, for the development of design and construction documents for the Trinity Forest Trail, Phase 2 from Joppa Preserve Park to the Trinity River Audubon Center; the development of a site master plan for the Joppa Gateway/South Central Park; and the development of design and construction documents for the Rochester Park trailhead
16			N/A	I	OFS	NC	NA	NA	Final reading and adoption of appropriation ordinances for the proposed FY 2008-09 City of Dallas Operating, Grants and Trusts, and Capital Budgets
17			N/A	I	OFS	NC	NA	NA	An ordinance setting the tax rate at 74.79¢ per $100 valuation and levying ad valorem taxes for the City of Dallas, Texas for FY 2008-09
18			All	I	OFS	REV $44,507,520	NA	NA	Ratify the property tax increase reflected in the FY 2008-09 budget
19			All	I	OFS	REV $14,616,297	NA	NA	An ordinance amending Chapters 2, 5A, 15D, 17, 18, 24 and 50 of the Dallas City Code to revise and establish various fees for City services
20			All	I	FIR, OFS	REV $1,125,000	NA	NA	An ordinance amending Chapter 15D of the Dallas City Code to establish a motor vehicle accident cleanup fee and to provide for waiver of the fee for City of Dallas residents
21			N/A	I	HRD	TBD	NA	NA	Authorize adoption of the 2009 Employee and Retiree Health Benefits Plans (self-funded Preferred and Exclusive Provider Organizations), including the Flexible Benefits (Section 125) Plan; supplemental agreement with UnitedHealthcare to offer and provide administrative services for the Health Reimbursement Account (HRA), Employee Assistance Program and other voluntary benefits to commence on January 1, 2009 through December 31, 2009, and will include renewal options for FY 2010 and 2011; termination of contract with Alliance Work Partner to administer Employee Assistance Program (EAP) effective December 31, 2008; and approval of the proposed health coverage premium rates
22			N/A	I	HRD	NC	NA	NA	Authorize position changes and approval of revised salary schedules for fiscal year 2008-09
23			All	I	WTR	REV $24,551,550	NA	NA	An ordinance amending Chapter 49 of the Dallas City Code to establish and adjust certain rates, charges and fees relating to water and wastewater services for Dallas and customer cities effective October 1, 2008
24			2	PH	DDS	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting an amendment to and expansion of Planned Development District No. 486 for a Community service center and CH Clustered Housing District Uses on property zoned a D(A) Duplex District, an MF-1(A) Multifamily District, a CH Clustered Housing District, a CS Commercial Service District and Planned Development District No. 486 in an area generally bounded by Bank Street, Gurley Avenue, Carroll Avenue, and Parry Avenue
25			14	PH	DDS	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a Planned Development District for mixed uses on property zoned an MF-1(A) Multifamily District, in an area bounded by Lovers Lane, Amesbury Drive, Milton Street and Matilda Street

TOTAL $976,580.00

ADDENDUM ITEM # 1

KEY FOCUS AREA: Public Safety Improvements and Crime Reduction

AGENDA DATE: September 24, 2008

COUNCIL DISTRICT(S): All

DEPARTMENT: Business Development & Procurement Services
Code Compliance

CMO: Dave Cook, 670-7804
David O. Brown, 670-3390

MAPSCO: N/A

SUBJECT

Authorize a twelve-month service agreement, with two twelve-month extension options, for the securing of open and vacant residential structures with Vacant Property Security through an Interlocal Agreement with the Dallas Housing Authority - Not to exceed $300,000 - Financing: Current Funds (subject to annual appropriations)

BACKGROUND

Code Compliance is responsible for securing open and vacant structures throughout the City. Buildings are secured by affixing sheets of plywood over open doors and windows to prevent future access. The plywood is easily cut, broken or removed which allows access to the vacant property. This agreement will provide for the securing of those structures using a less penetrable, 18-gauge corrugated steel sheeting system. The installation of these materials will prevent loitering in these buildings, will serve as a major crime deterrent and prevent future access. This twelve-month service agreement will allow the department adequate time to evaluate this product for further use throughout the City.

Dallas Housing Authority conducted a competitively bid process and was granted approval on August 2, 2007 to enter into an agreement for security board-up service with Vacant Property Security. The service provides for the boarding of structures that are not occupied, but have open doors and/or windows. Open and vacant structures are targeted by drug users, vandals and vagrants.

Interlocal Purchasing Agreements are authorized by Chapter 791 of the Texas Government Code of Subchapter F. Section 271.102 of the Code authorized a local government to participate in a Cooperative Purchasing Program with another local government or a local organization. On September 8, 2008, Administrative Action No.08-2495 authorized the City to add the Dallas Housing Authority to the existing list of interlocal participants previously authorized by Council Resolution No. 06-1805.

BACKGROUND (Continued)

Although Good Faith Effort initiatives are not taken into account for interlocal agreements, this particular agreement will utilize a certified minority subcontractor resulting in 19.5% participation.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 28, 2006, City Council authorized the creation of a Cooperative Purchasing Program with interested public entities which will allow participants to purchase from each other's contracts for goods and services Council Resolution #06-1805.

FISCAL INFORMATION

$300,000 - Current Funds (subject to annual appropriations)

ETHNIC COMPOSITION

Vacant Property Security

White Female	0	White Male	2
Hispanic Female	1	Hispanic Male	1
Black Female	0	Black Male	1
Other Female	0	Other Male	0

OWNER

Vacant Property Security

Frank Cureau, President
Don Kumorek, CFO

September 24, 2008

WHEREAS, Interlocal Purchasing Agreements are authorized by Chapter 791 of the Texas Government Code of Subchapter F. Section 271.102 of the Code authorized a local government to participate in a Cooperative Purchasing Program with another local government or a local organization. Administrative Action No. 08-2495 dated September 8, 2008 authorized the City to add Dallas Housing Authority to the existing list of interlocal participants previously authorized by Council Resolution No. 06-1805 on June 26, 2006.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That a service agreement for the securing of open and vacant residential structures is authorized with Vacant Property Security (VS0000004847) for a term of twelve months, with two twelve-month extension options, in an amount not to exceed $300,000.00.

Section 2. That the Purchasing Agent is authorized, upon appropriate request and documented need by a user department, to issue a purchase order for the securing of open and vacant residential structures. If a written contract is required or requested for any or all of the securing of open and vacant residential structures under the service agreement instead of individual purchase orders, the City Manager is authorized to execute the contract upon approval as to form by the City Attorney.

Section 3. That the City Controller is authorized to disburse funds in an amount not to exceed $300,000.00 (subject to annual appropriations):

FUND	DEPT	UNIT	OBJ	AMOUNT
0001	CCS	3617	3096	$300,000.00 (subject to annual appropriations)

Section 4. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas and it is accordingly so resolved.

DISTRIBUTION:

Business Development & Procurement Services
Code Compliance

ADDENDUM ITEM # 2

KEY FOCUS AREA: Make Government More Efficient, Effective and Economical

AGENDA DATE: September 24, 2008

COUNCIL DISTRICT(S): N/A

DEPARTMENT: City Attorney's Office
Court & Detention Services

CMO: Thomas P. Perkins, Jr., 670-3491
Ryan S. Evans, 670-3314

MAPSCO: N/A

SUBJECT

Authorize settlement of the lawsuit styled Zondra Washington v. City of Dallas, Cause No. 07-06270-G - Not to exceed $10,000 - Financing: Current Funds

BACKGROUND

Plaintiff is represented by attorney Eric D. Fein, of Eric D. Fein, P.C. & Associates.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

Council was briefed in Closed Session on September 3, 2008.

FISCAL INFORMATION

Funding for this item is budgeted in the current fiscal year.

$10,000 - Current Funds

September 24, 2008

WHEREAS, a lawsuit styled Zondra Washington v. City of Dallas, Cause No. 07-06270-G, was filed by Plaintiff seeking compensation from the City of Dallas for alleged violations of the Texas Whistleblower Act and retaliation by her supervisor and various City employees; and

WHEREAS, Plaintiff, Zondra Washington, through her attorney, Eric D. Fein, of Eric D. Fein, P.C. & Associates, has agreed to settle this lawsuit for the amount of $10,000; **Now, Therefore,**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the settlement of the lawsuit styled Zondra Washington v. City of Dallas, Cause No. 07-06270-G, in an amount not to exceed $10,000 is hereby approved.

SECTION 2. That the City Controller is authorized to pay to Zondra Washington and her attorney Eric D. Fein, of Eric D. Fein, P.C. & Associates, the amount of $10,000 from Fund 0192, Department ORM, Unit 3890, Obj. 3521, Vendor CTATT001.

SECTION 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

ADDENDUM ITEM # 3

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: September 24, 2008

COUNCIL DISTRICT(S): 4

DEPARTMENT: Department of Development Services

CMO: A. C. Gonzalez, 671-8925

MAPSCO: 56S

SUBJECT

A resolution declaring approximately 24,000 square feet of City-owned land, improved with a fire station, located near the intersection of Parrot Street and East Illinois Avenue unwanted and unneeded and authorizing its advertisement for sale by sealed bid with a minimum bid of $86,020 – Financing: No cost consideration to the City

BACKGROUND

This item will declare approximately 24,000 square feet of City-owned land, improved with a fire station, located near the intersection of Parrot Street and East Illinois Avenue unwanted and unneeded and authorizing its advertisement for sale by sealed bid. The advertisement will establish a minimum bid requirement and state that the City of Dallas reserves the right to reject any and all bids received.

This property will be advertised for sale with a reservation of all oil, gas and other minerals in and under the property and a restriction prohibiting the placement of industrialized housing. The advertisement will be posted in local newspapers and on the Real Estate website. A “for sale” sign will be placed on the property with notices of the sale being sent to: (1) property owners within 300 feet; (2) brokers and agents in the Dallas area; and (3) investors and citizens kept on an internal surplus property mailing list.

The current zoning for this property is community retail and the tax value is $86,020. This property will return to the tax rolls upon conveyance.

This property has been reviewed by the Housing Department for infill housing and is not desired for this program.

PRIOR ACTION / REVIEW (COUNCIL, BOARDS, COMMISSIONS)

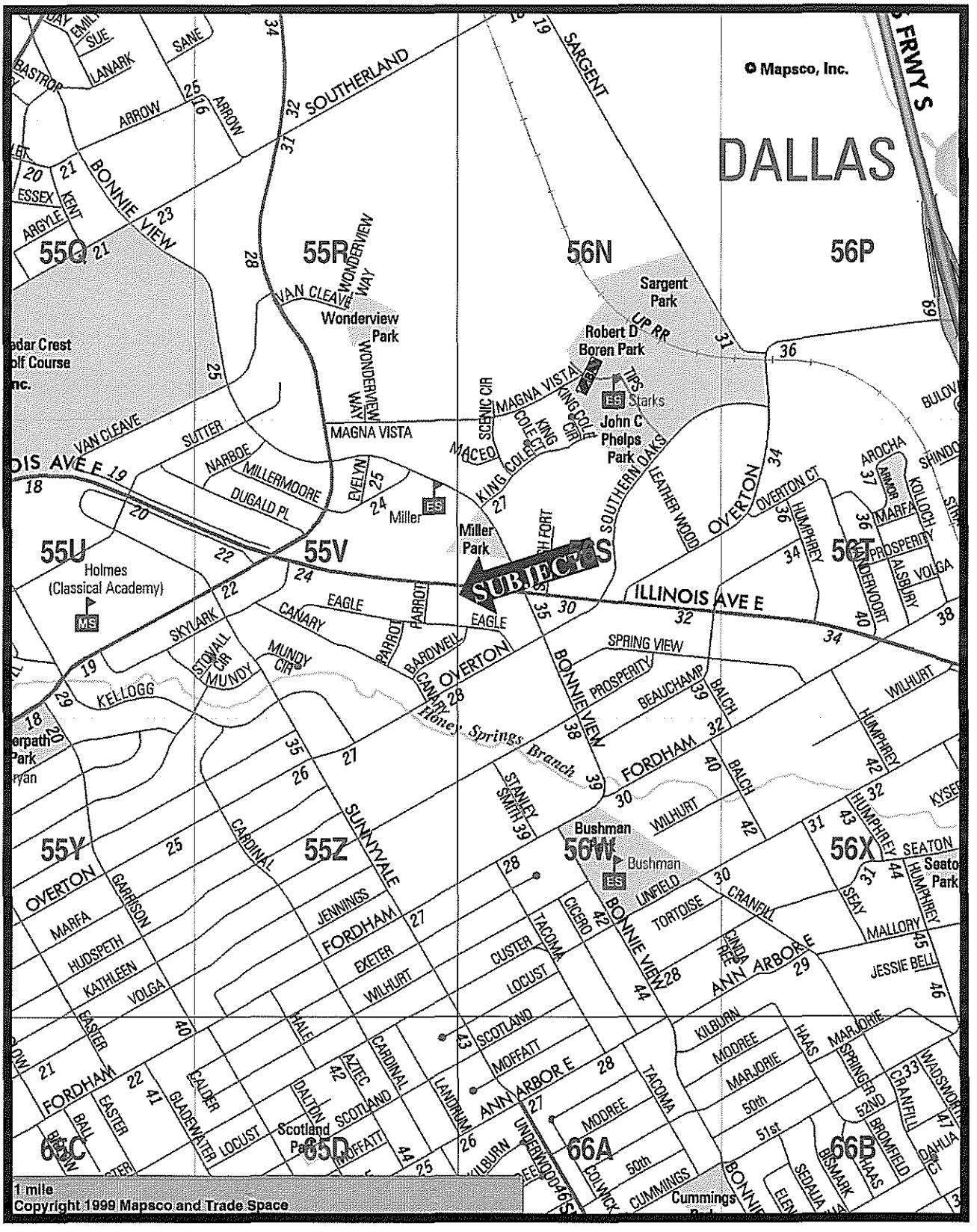
This item has no prior action.

FISCAL INFORMATION

No cost consideration to the City

MAPS

Attached



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Robert D Boren Park
Wonderview Park
John C Phelps Park
Miller Park
Holmes (Classical Academy)
Bushman
Honey Springs Branch
SUBJECT
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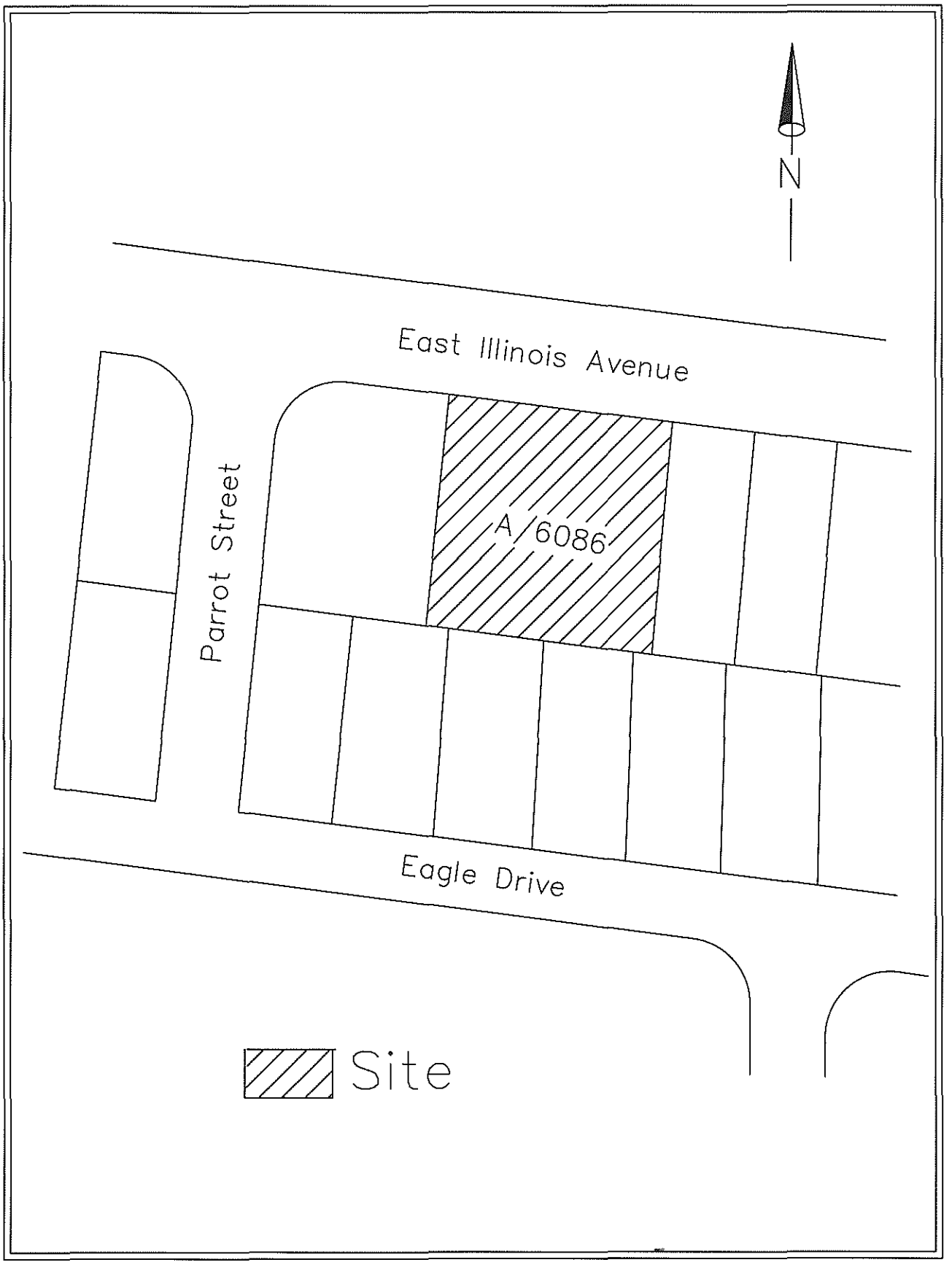
Mapsco 56S


N
East Illinois Avenue
Parrot Street
A 6086
Eagle Drive
Site

September 24, 2008

WHEREAS, the City of Dallas is the owner of a tract of unwanted and unneeded land located in Dallas County, Texas and described below; and

WHEREAS, said City property is currently developable and must be disposed of by sealed bid in compliance with State law; **Now Therefore,**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the following listed City-owned land is declared unwanted and unneeded by the City Council and is to be advertised for sale pursuant to State law, with the minimum bid as specified:

> **Parcel No.1**, containing approximately 24,000 square feet in Lots 3, 4 and 5, Block A/6086, Dallas County, Texas, located at 2816 E. Illinois Avenue near the intersection of Parrot Street and E. Illinois Avenue – **Minimum Bid $86,020**;

SECTION 2. That the Director of Development Services is authorized to advertise the above described property for sale.

SECTION 3. That the advertisement of the property shall state:

a) that the City of Dallas reserves the right to reject any and all bids received and all sales are subject to approval by the Dallas City Council;

b) that the sale shall be by Deed Without Warranty in a form approved by the City Attorney;

c) that the sale shall be subject to the terms, covenants, conditions, reservations, restrictions and exceptions of this authorizing resolution, including without limitation the following:

   i) a restriction prohibiting the placement of industrialized housing and/or industrialized buildings on the property;

   ii) reservation by the City of Dallas of all oil, gas and other minerals in and under the property with a waiver of surface access rights relating to said minerals;

   iii) any and all visible and apparent easements and encroachments, whether of record or not;

iv) any and all covenants, conditions, reservations, restrictions, exceptions, easements, rights-of-way, mineral interests, mineral leases, or other instruments of record and applicable to the property or any part thereof; and

v) standby fees, taxes and assessments, if any, by any taxing authority for the year of closing and subsequent years and assessments by any taxing authority for prior years due to changes in land usage or ownership, the payment of said standby fees, taxes, and assessments being assumed by grantee.

d) that, to the maximum extent allowed by law, the sale shall be strictly on an "AS IS, WHERE IS, WITH ALL FAULTS" basis; and

e) such other terms and requirements of the sale and/or disclaimers as the City deems necessary, convenient or appropriate.

SECTION 4. That as a material part of the consideration for the sale, the grantee and the City shall acknowledge and agree and provided in any relevant instrument that, to the maximum extent allowed by law, (a) grantee is taking the property "AS IS, WHERE IS, WITH ALL FAULTS", (b) the City disclaims responsibility as to the accuracy or completeness of any information relating to the property, (c) grantee assumes all responsibility to examine all applicable building codes and zoning ordinances to determine if the property can be used for the purposes desired and to check for outstanding or pending code enforcement actions including but not limited to repair or demolition orders, and (d) the City expressly disclaims and grantee expressly waives, any warranty or representation, express or implied, including without limitation any warranty of condition, habitability, merchantability or fitness for a particular purpose of the property. Without limiting the foregoing, the City makes no representations of any nature regarding the property and specifically disclaims any warranty, guaranty or representation, oral or written, express or implied, past, present, or future, concerning: (i) the nature and condition of the property, including without limitation, the water, soil and geology, and the suitability thereof and the property for any and all activities and uses which grantee may elect to conduct thereon, and the existence of any environmental substances, hazards or conditions or presence of any endangered or protected species thereon or compliance with all applicable laws, rules or regulations; (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; (iii) the compliance of the property or its operation with any law, ordinance or regulation of any federal, state, or local governmental authority; and (iv) whether or not the property can be developed or utilized for any purpose.

For purposes hereof, "environmental substances" means the following: (a) any "hazardous substance" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C.A. Section 9601 et. seq., as amended, (b) any "hazardous substance" under the Texas Hazardous Substances Spill Prevention and Control Act, Tex. Water Code, Section 26.261, et. seq., as amended, (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubrication oils, (d) any "hazardous chemicals" or "toxic chemicals" under the Occupational Safety and Health Act, 29 U.S.C.A. Section 651 et. seq., as amended, (e) any "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901 et. seq., as amended, (f) asbestos, (g) polychlorinated biphenyls, (h) underground storage tanks, whether empty, filled, or partially filled with any substance, (i) any substance, the presence of which is prohibited by federal, state or local laws and regulations, and (j) any other substance which by federal, state or local laws and regulations requires special handling or notification of governmental authorities in its collection, storage, treatment or disposal. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated.

SECTION 5. That all closing costs and title expenses, including without limitation costs of title insurance, if desired, shall be paid by grantee.

SECTION 6. That the property is now on the exempt tax roll, and taxes for the remaining part of the then current calendar year shall be assessed from the date of closing.

SECTION 7. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas and it is accordingly so resolved.

APPROVED AS TO FORM:
THOMAS P. PERKINS, JR., City Attorney

BY _____
Assistant City Attorney

ADDENDUM ITEM # 4

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: September 24, 2008

COUNCIL DISTRICT(S): 7

DEPARTMENT: Department of Development Services

CMO: A. C. Gonzalez, 671-8925

MAPSCO: 45V Z

SUBJECT

An ordinance abandoning portions of Sanger Avenue and Gould, Cleveland, Parnell and Holmes Streets and alleys to the Dallas Independent School District, the abutting owner, containing a total of approximately 203,603 square feet of land, located near the intersection of Ervay Street and Grand Avenue, and authorizing the quitclaim - Revenue: $560,000 plus the $20 ordinance publication fee

BACKGROUND

This item authorizes the abandonment of portions of Sanger Avenue and Gould, Cleveland, Parnell and Holmes Streets and alleys to the Dallas Independent School District, the abutting owner. The area to be abandoned will be included with the property of the abutting owner for the development of the Maria Luna Food Service Facility. The abandonment fee is based on independent appraisals.

Notices were sent to 77 property owners within 300 feet of the proposed abandonment areas. There were no responses received in opposition to this request.

This transaction is consistent with the recommendations of the Real Estate Task Force.

PRIOR ACTION / REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

Revenue: $560,000 plus the $20 ordinance publication fee

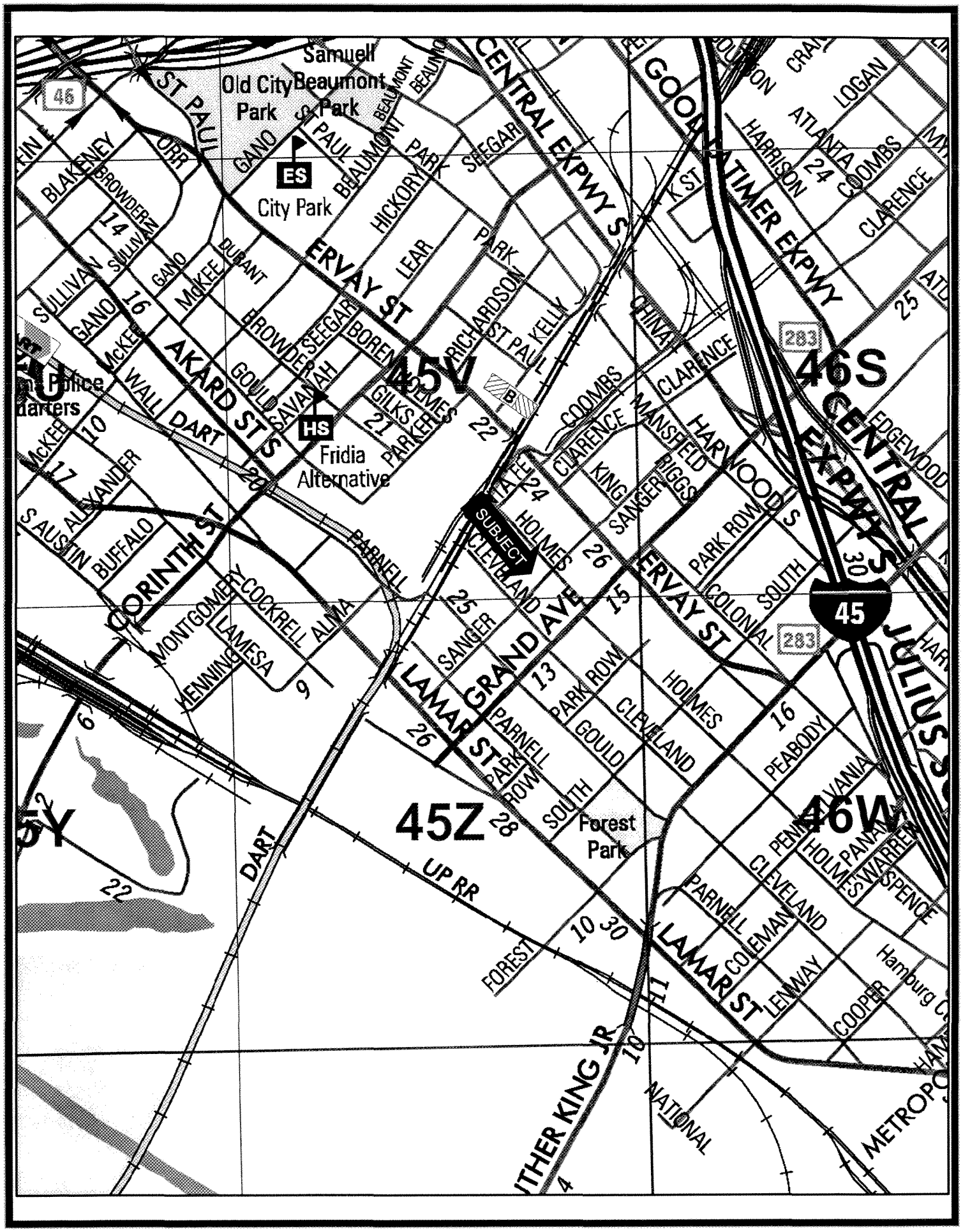
OWNER

Dallas Independent School District

Jack Lowe, Board President

MAPS

Attached



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MAPSCO 45V Z

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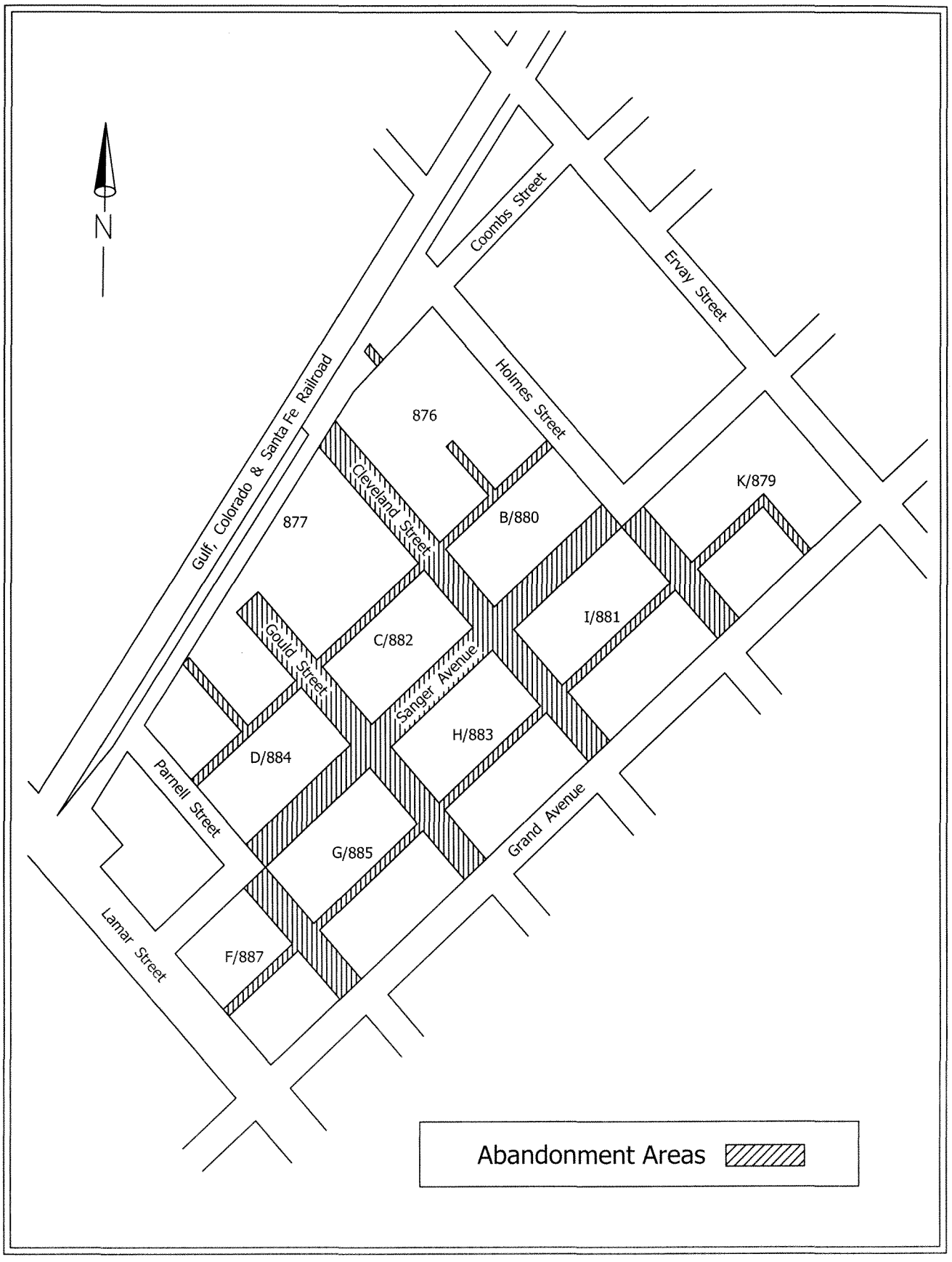

N
Coombs Street
Ervay Street
Holmes Street
Gulf, Colorado & Santa Fe Railroad
876
877
Cleveland Street
B/880
K/879
Gould Street
C/882
I/881
Sanger Avenue
H/883
D/884
Parnell Street
G/885
Grand Avenue
Lamar Street
F/887
Abandonment Areas

ORDINANCE NO. _____

An ordinance providing for the abandonment of portions of Sanger Avenue, Gould Street, Cleveland Street, Parnell Street, Holmes Street and alleys located in or adjacent to City Blocks 876, 877, K/879, B/880, I/881, C/882, H/883, D/884, G/885 and F/887 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to the Dallas Independent School District; providing for the terms and conditions of the abandonment and quitclaim made herein; providing for barricading; providing for the indemnification of the City of Dallas against damages arising out of the abandonment herein; providing for the consideration to be paid to the City of Dallas; providing for the payment of the publication fee; and providing an effective date for this ordinance.

ooo0ooo

WHEREAS, the City Council of the City of Dallas, acting pursuant to law and upon the request and petition of the Dallas Independent School District, a governmental instrumentality, hereinafter referred to as **GRANTEE**, deems it advisable to abandon and quitclaim the hereinafter described tracts of land to **GRANTEE**, and is of the opinion that, subject to the terms and conditions herein provided, said portions of Sanger Avenue, Gould Street, Cleveland Street, Parnell Street, Holmes Street and alleys are not needed for public use, and same should be abandoned and quitclaimed to **GRANTEE**, as hereinafter stated; and

WHEREAS, the City Council of the City of Dallas is of the opinion that the best interest and welfare of the public will be served by abandoning and quitclaiming the same to **GRANTEE** for the consideration and subject to the terms and conditions hereinafter more fully set forth; **Now, Therefore,**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the tracts of land described in Exhibit A, which is attached hereto and made a part hereof, be and the same are abandoned, vacated and closed insofar as the right, title and interest of the public are concerned; subject, however, to the conditions hereinafter more fully set out.

SECTION 2. That for and in monetary consideration of the sum of **FIVE HUNDRED SIXTY THOUSAND AND NO/100 ($560,000.00) DOLLARS** paid by **GRANTEE**, and the further consideration described in Sections 8, 9 and 10, the City of Dallas does by these presents **FOREVER QUITCLAIM** unto the said **GRANTEE**, subject to the conditions, reservations and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all of its right, title and interest in and to those certain tracts or parcels of land hereinabove described in Exhibit A. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **GRANTEE** forever.

SECTION 3. That upon payment of the monetary consideration set forth in Section 2, **GRANTEE** accepts the terms, provisions and conditions of this ordinance.

SECTION 4. That the City Controller is authorized to deposit the sum paid by **GRANTEE** pursuant to Section 2 above in the General Fund 0001, Department DEV, Balance Sheet 0519 and Department of Development Services - Real Estate Division shall be reimbursed for the cost of obtaining the legal description, appraisal and other administrative costs incurred. The reimbursement proceeds shall be deposited in General Fund 0001, Department DEV, Unit 1183, Object 5011 and any remaining proceeds shall be transferred to the General Capital Reserve Fund 0625, Department BMS, Unit 8888, Revenue Source 8416.

SECTION 5. That the abandonment and quitclaim provided for herein are made subject to all present zoning and deed restrictions, if the latter exist, and are subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise, and are further subject to the conditions contained in Exhibit B, which is attached hereto and for all intents and purposes made a part hereof.

SECTION 6. That the terms and conditions contained in this ordinance shall be binding upon **GRANTEE**, its successors and assigns.

SECTION 7. That the abandonment and quitclaim provided for herein shall extend only to the public right, title, easement and interest, and shall be construed to extend only to that interest the Governing Body of the City of Dallas may legally and lawfully abandon and vacate.

SECTION 8. That as a condition of this abandonment and as a part of the consideration for the quitclaim to **GRANTEE** herein, **GRANTEE**, its successors and assigns, agree to indemnify, defend, release and hold the City of Dallas whole and harmless against any and all claims for damages, fines, penalties, costs or expenses to persons or property that may arise out of, or be occasioned by or from: (i) the use and occupancy of the property described in Exhibit A by **GRANTEE**, its successors and assigns; (ii) the presence, generation, spillage, discharge, release, treatment or disposition of any Hazardous Substance on or affecting the areas set out in Exhibit A; (iii) all corrective actions concerning any discovered Hazardous Substances on or affecting the areas described in Exhibit A, which **GRANTEE**, its successors and assigns, agree to undertake and complete in accordance with applicable federal, state and local laws and regulations; and (iv) the abandonment, closing, vacation and quitclaim by the City of Dallas of the areas set out in Exhibit A. **GRANTEE**, its successors and assigns, hereby agree to defend any and all suits, claims, or causes of action brought against the City of Dallas on account of same, and discharge any judgment or judgments that may be rendered against the City of Dallas in connection therewith. For purposes hereof, "Hazardous Substance" means the following: (a) any "hazardous substances" under the Comprehensive, Environmental Response, Compensation Liability Act, 42 U.S.C. Section 9601 et seq., as amended, (b) any "hazardous substance" under the Texas Hazardous Substances Spill Prevention and Control Act, TEX. WATER CODE, Section 26.261 et seq., as amended, (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubricating oils, (d) any "hazardous chemicals" or "toxic chemicals" under the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq., as amended, (e) any "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended;

and (f) any “chemical substance” under the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder.

SECTION 9. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall file a final replat of the adjoining properties prior to the issuance of any building permits affecting the tracts of land abandoned and quitclaimed herein. This final replat shall be recorded by **GRANTEE** in the Deed Records of Dallas County, Texas after its approval by the City Plan Commission of the City of Dallas.

SECTION 10. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall, immediately upon the passage of this ordinance, close, barricade and/or place signs in the areas described in Exhibit A in accordance with detailed plans approved by the Director of Development Services. **GRANTEE's** responsibility for keeping the areas described in Exhibit A closed, barricaded and/or the signs in place shall continue until the street improvements and intersection returns are removed by **GRANTEE**, its successors and assigns, to the satisfaction of the Director of Development Services.

SECTION 11. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of Development Services, or designee. Upon receipt of the monetary consideration set forth in Sections 2, plus the fee for the publishing of this ordinance, which **GRANTEE** shall likewise pay, the Director of Development Services, or designee: (i) shall deliver to **GRANTEE** a certified copy of this ordinance, and (ii) is authorized to and shall prepare and deliver a **QUITCLAIM DEED** with regard to the areas abandoned herein, to **GRANTEE** hereunder, same to be executed by the City Manager on behalf of the City of Dallas, attested by the City Secretary and approved as to form by the City Attorney. The Director of Development Services, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

SECTION 12. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:
THOMAS P. PERKINS, JR.
City Attorney

BY _____
Assistant City Attorney

THERESA O'DONNELL
Director of Development Services

BY _____
Interim Assistant Director

Passed _____.

EXHIBIT A-TRACT 1

STREET ABANDONMENT
Part of Sanger Avenue, Part of Gould Street and
Part of Cleveland Street
John Grigsby Survey, Abstract No. 495
City of Dallas, Dallas County, Texas

BEING, a 3.035 acre tract of land situated in the John Grigsby Survey, Abstract No. 495, Dallas County, Texas; said tract being part of Sanger Avenue (a 60-foot wide right-of-way), part of Gould Street (a 50-foot wide right-of-way) and part of Cleveland Street (a 50-foot wide right-of-way) as shown on the plat of Sanger Brothers Employees Loan and Savings Association, an addition to the City of Dallas, Texas recorded in Volume 88, Page 451 in the Deed Records of Dallas County, Texas; said 3.035 acre tract being more particularly described as follows (bearing system based on a bearing of North 45 degrees, 06 minutes, 20 seconds East for the northwest right-of-way line of Sanger Avenue as shown in the Dallas County Plat Books):

BEGINNING, at a 1/2-inch iron rod with "Pacheco Koch" cap found for corner at the intersection of the northeast right-of-way line of Parnell Street (a 50-foot wide right-of-way) and the said northwest line of Sanger Avenue; said point also being the southernmost corner of Lot 51, Block D/884 of said addition;

THENCE, North 45 degrees, 06 minutes, 20 seconds East, along the said northwest line of Sanger Avenue, a distance of 300.00 feet to a 3/8-inch iron rod found for corner at the intersection of the said northwest line of Sanger Avenue and the southwest line of said Gould Street; said point also being the easternmost corner of Lot 46, Block D/884 of said addition;

THENCE, North 41 degrees, 43 minutes, 40 seconds West, departing the said northwest line of Sanger Avenue and along the said southwest line of Gould Street, a distance of 355.00 feet to a 1/2-inch iron rod found for corner in the southeast line of Block 877, J.W. Roodhouse Addition, an addition to the City of Dallas, Texas according to the plat recorded in Volume 90, Page 103 of said Deed Records; said point also being the southernmost corner of the northwest terminus of said Gould Street and the northernmost corner of Lot 55, Block D/884 of said Sanger Brothers Employees Loan and Savings Association;

THENCE, North 45 degrees, 06 minutes, 20 seconds East, departing the said southwest line of Gould Street and along the said southeast line of Block 877 and the said Gould Street terminus, a distance of 50.00 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner; said point also being the northernmost corner of said Gould Street terminus and the westernmost corner of Lot 45, Block C/882 of said Sanger Brothers Employees Loan and Savings Association;

THENCE, South 41 degrees, 43 minutes, 40 seconds East, departing the said southeast line of Block 877 and the said Gould Street terminus and along the northeast line of said Gould Street, a distance of 355.00 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner at the intersection of the said northeast line of Gould Street and the said northwest line of Sanger Avenue; said point also being the southernmost corner of Lot 37, Block C/882 of said Sanger Brothers Employees Loan and Savings Association;

THENCE, North 45 degrees, 06 minutes, 20 seconds East, departing the said northeast line of Gould Street and along the said northwest line of Sanger Avenue, a distance of 300.00 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner at the intersection of the said northwest line of Sanger Avenue and the southwest line of said Cleveland Street; said point also being the easternmost corner of Lot 32, Block C/882 of said Sanger Brothers Employees Loan and Savings Association;

THENCE, North 41 degrees, 43 minutes, 40 seconds West, departing the said northwest line of Sanger Avenue and along the said southwest line of Cleveland Street, a distance of 485.96 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner in the southeast right-of-way line of the DallasTerminal R.R. & Union Depot Company (a variable width right-of-way); said point being the southernmost corner of the northwest terminus of said Cleveland Street; said point also being in a non-tangent curve to the right;

REVIEWED BY RMS 8/6/08

EXHIBIT A-TRACT 1

THENCE, departing the said southwest line of Cleveland Street and northeasterly along the said southeast line of the Dallas Terminal R.R. & Union Depot Company, the said Cleveland Street terminus and said curve to the right, having a central angle of 01 degrees, 02 minutes, 25 seconds, a radius of 2840.00 feet, a chord bearing and distance of North 33 degrees, 47 minutes, 18 seconds East, 51.56 feet, an arc distance of 51.56 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner; said point also being the northernmost corner of said Cleveland Street terminus;

THENCE, South 41 degrees, 43 minutes, 40 seconds East, departing the said southeast line of the Dallas Terminal R.R. & Union Depot Company and said Cleveland Street terminus and along the northeast line of said Cleveland Street, a distance of 496.09 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner at the intersection of the said northeast line of Cleveland Street and the said northwest line of Sanger Avenue; said point also being the southernmost corner of Lot 17, Block B/880 of said Sanger Brothers Employees Loan and Savings Association;

THENCE, North 45 degrees, 06 minutes, 20 seconds East, departing the said northeast line of Cleveland Street and along the said northwest line of Sanger Avenue, a distance of 300.00 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner at the intersection of the said northwest line of Sanger Avenue and the southwest right-of-way line of Holmes Street (a 50-foot wide right-of-way); said point also being the easternmost corner of Lot 12, Block B/880 of said Sanger Brothers Employees Loan and Savings Association;

THENCE, South 41 degrees, 43 minutes, 40 seconds East, departing the said northwest line of Sanger Avenue and along the projected said southwest line of Holmes Street, a distance of 60.09 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner at the intersection of the said southwest line of Holmes Street and the southeast line of said Sanger Avenue; said point also being the northernmost corner of Lot 86, Block I/881 of said Sanger Brothers Employees Loan and Savings Association;

THENCE, South 45 degrees, 06 minutes, 20 seconds West, departing the said southwest line of Holmes Street and along the said southeast line of Sanger Avenue, a distance of 300.00 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner at the intersection of the said southeast line of Sanger Avenue and the said northeast line of Cleveland Street; said point also being the westernmost corner of Lot 28, Block I/881 of said Sanger Brothers Employees Loan and Savings Association;

THENCE, South 41 degrees, 43 minutes, 40 seconds East, departing the said southeast line of Sanger Avenue and along the said northeast line of Cleveland Street, a distance of 300.00 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner at the intersection of the said northeast line of Cleveland Street and the northwest right-of-way line of Grand Avenue (a 55-foot wide right-of-way); said point also being the southernmost corner of Lot 31, Block I/881 of said Sanger Brothers Employees Loan and Savings Association;

THENCE, South 45 degrees, 06 minutes, 20 seconds West, departing the said northeast line of Cleveland Street and along the projected said northwest line of Grand Avenue, a distance of 50.00 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner at the intersection of the said northwest line of Grand Avenue and the said southwest line of Cleveland Street; said point also being the easternmost corner of Lot 66, Block H/883 of said Sanger Brothers Employees Loan and Savings Association;

THENCE, North 41 degrees, 43 minutes, 40 seconds West, departing the said northwest line of Grand Avenue and along the said southwest line of Cleveland Street, a distance of 300.00 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner at the intersection of the said southwest line of Cleveland Street and the said southeast line of Sanger Avenue; said point also being the northernmost corner of Lot 60, Block H/883 of said Sanger Brothers Employees Loan and Savings Association;

REVIEWED BY 8/04/05

STREET ABANDONMENT
Part of Sanger Avenue, Part of Gould Street and Part of Cleveland Street
(Continued)

EXHIBIT A-TRACT 1

THENCE, South 45 degrees, 06 minutes, 20 seconds West, departing the said southwest line of Cleveland Street and along the said southeast line of Sanger Avenue, a distance of 300.00 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner at the intersection of the said southeast line of Sanger Avenue and the said northeast line of Gould Street; said point also being the westernmost corner of Lot 65, Block H/883 of said Sanger Brothers Employees Loan and Savings Association;

THENCE, South 41 degrees, 43 minutes, 40 seconds East, departing the said southeast line of Sanger Avenue and along the said northeast line of Gould Street, a distance of 300.00 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner at the intersection of the said northeast line of Gould Street and the said northwest line of Grand Avenue; said point also being the southernmost corner of Lot 71, BlockH/883 of said Sanger Brothers Employees Loan and Savings Association;

THENCE, South 45 degrees, 06 minutes, 20 seconds West, departing the said northeast line of Gould Street and along the projected said northwest line of Grand Avenue, a distance of 50.00 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner at the intersection of the said northwest line of Grand Avenue and the said southwest line of Gould Street; said point also being the easternmost corner of Lot 78, Block G/885 of said Sanger Brothers Employees Loan and Savings Association;

THENCE, North 41 degrees, 43 minutes, 40 seconds West, departing the said northwest line of Grand Avenue and along the said southwest line of Gould Street, a distance of 300.00 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner at the intersection of the said southwest line of Gould Street and the said southeast line of Sanger Avenue; said point also being the northernmost corner of Lot 72, Block G/885 of said Sanger Brothers Employees Loan and Savings Association;

THENCE, South 45 degrees, 06 minutes, 20 seconds West, departing the said southwest line of Gould Street and along the said southeast line of Sanger Avenue, a distance of 300.00 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner at the intersection of the said southeast line of Sanger Avenue and the said northeast line of Parnell Street; said point also being the westernmost corner of Lot 77, Block G/885 of said Sanger Brothers Employees Loan and Savings Association;

THENCE, North 41 degrees, 43 minutes, 40 seconds West, departing the said southeast line of Sanger and along the projected said northeast line of Parnell Street, a distance of 60.09 feet to the POINT OF BEGINNING;

CONTAINING, 132,190 square feet or 3.035 acres of land, more or less.

(A survey plat of even date accompanies this description.)

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the tract of land described.

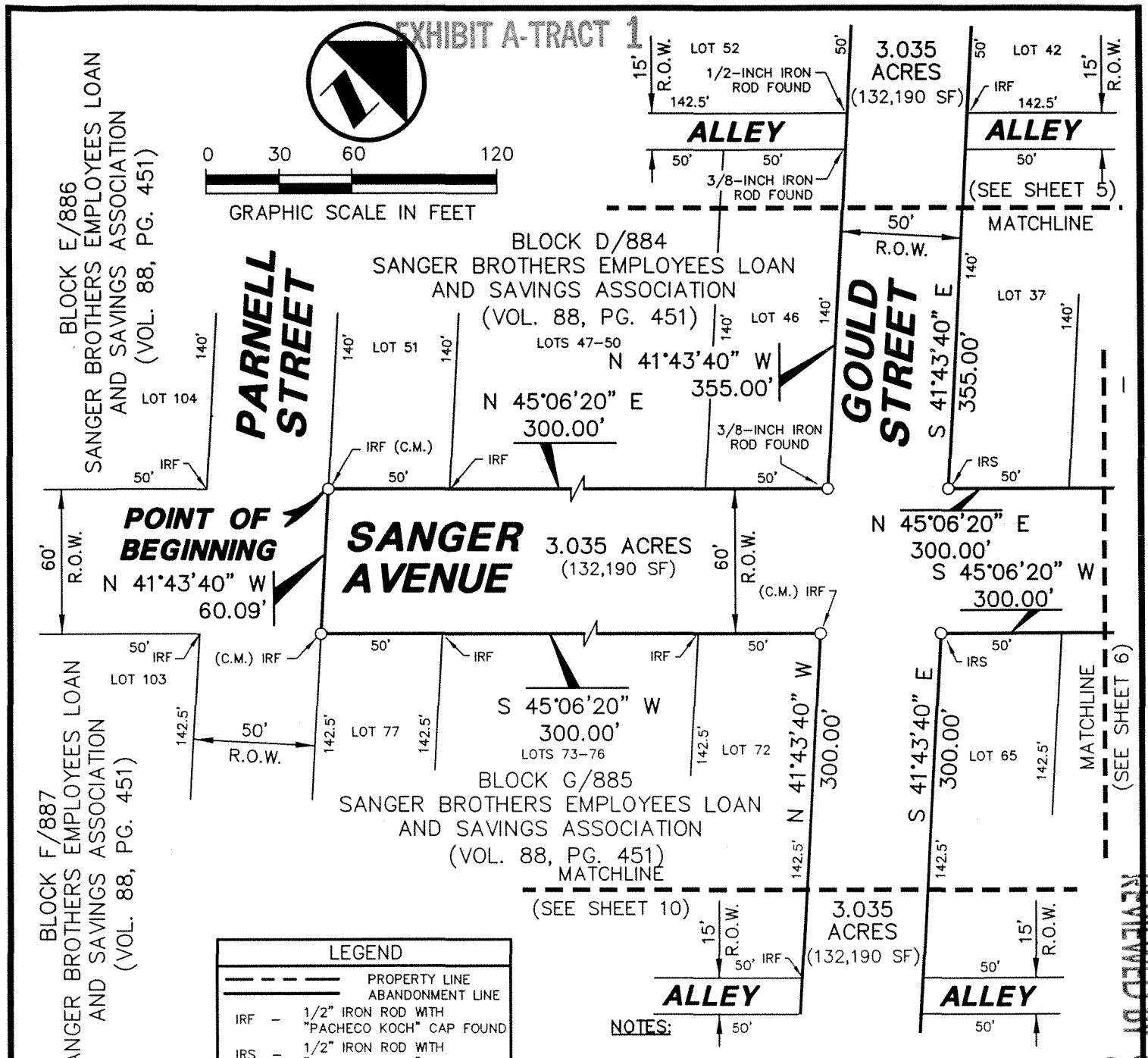
06/20/05

Mark A. Pacheco Date
Registered Professional Land Surveyor No. 4900
Pacheco Koch Consulting Engineers, Inc.
8350 N. Central Expwy, #1000, Dallas, TX 75206
(972) 235-3031

STATE OF TEXAS REGISTERED MARK A. PACHECO 4900 PROFESSIONAL LAND SURVEYOR

REVIEWED BY
8/01/05

EXHIBIT A-TRACT 1



NOTES:

1. Bearing system for this survey is based on a bearing of North 45 degrees, 06 minutes, 20 seconds East for the northwest right-of-way line of Sanger Avenue (a 60-foot wide right-of-way) as shown in the Dallas County Plat Books.

2. A legal description of even survey date herewith accompanies this plat of survey.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the tract of land described.

STATE OF TEXAS
REGISTERED
MARK A. PACHECO
4900
PROFESSIONAL
LAND SURVEYOR

06/20/05

Mark A. Pacheco — Date
Registered Professional
Land Surveyor No. 4900

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
RLG	MCC/MAP	1"=60'	JUNE 2005	1204-04.082

STREET ABANDONMENT
PART OF SANGER AVENUE, PART OF GOULD STREET AND PART OF CLEVELAND STREET

LOCATED IN THE CITY OF DALLAS, TEXAS
AND BEING OUT OF THE
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495
DALLAS COUNTY, TEXAS
SHEET 4 OF 10

REVIEWED BY

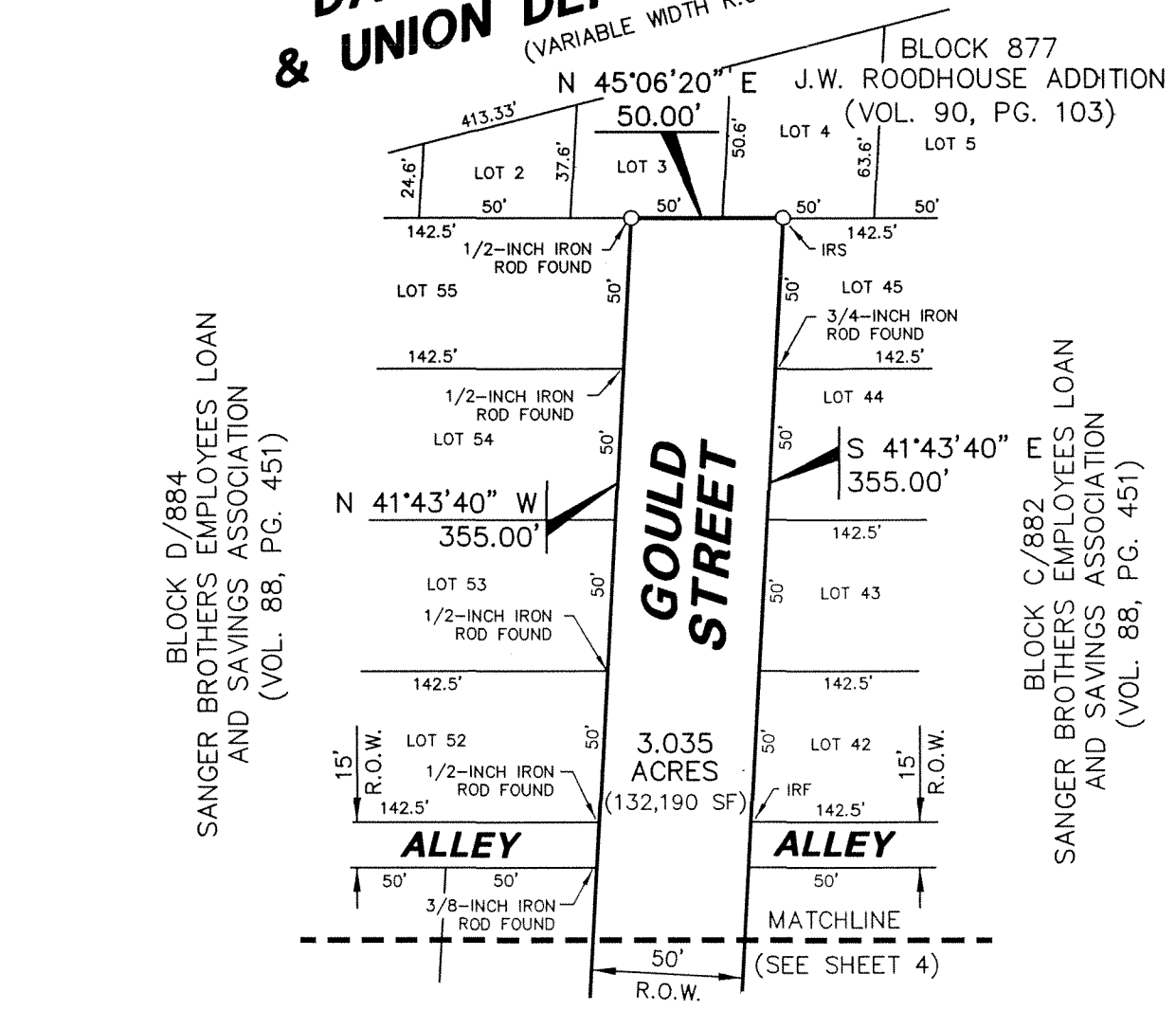
M:\DWG-12\1204-04.082\DWG\1204-04-082E13.DWG

DWG FILE: 1204-04-082E13.DW

EXHIBIT A-TRACT 1

0 30 60 120

GRAPHIC SCALE IN FEET



LEGEND	
	PROPERTY LINE
	ABANDONMENT LINE
IRF –	1/2" IRON ROD WITH "PACHECO KOCH" CAP FOUND
IRS –	1/2" IRON ROD WITH "PACHECO KOCH" CAP SET
(C.M.) –	CONTROLLING MONUMENT

REVIEWED BY RMZ 6/6/05

Pacheco Koch Consulting Engineers

8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
RLG	MCC/MAP	1"=60'	JUNE 2005	1204-04.082

STREET ABANDONMENT
PART OF SANGER AVENUE, PART OF GOULD STREET AND PART OF CLEVELAND STREET

LOCATED IN THE CITY OF DALLAS, TEXAS
AND BEING OUT OF THE
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495
DALLAS COUNTY, TEXAS
SHEET 5 OF 10

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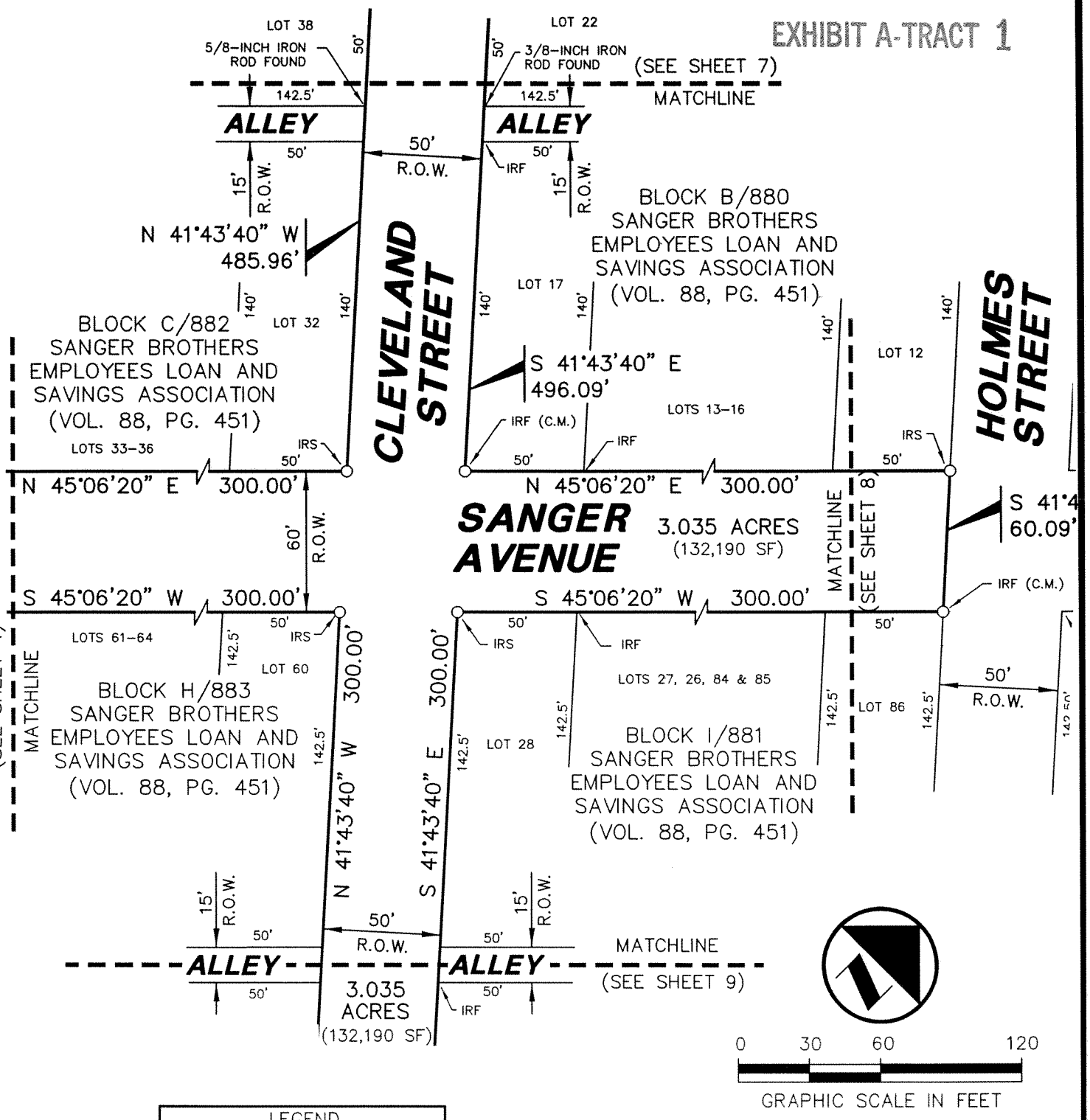
DWG FILE: 1204-04-082E13.DW

EXHIBIT A-TRACT 1



LEGEND	
	PROPERTY LINE
	ABANDONMENT LINE
IRF –	1/2" IRON ROD WITH "PACHECO KOCH" CAP FOUND
IRS –	1/2" IRON ROD WITH "PACHECO KOCH" CAP SET
(C.M.) –	CONTROLLING MONUMENT

REVIEWED BY RMC 8/01/05

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
RLG	MCC/MAP	1"=60'	JUNE 2005	1204-04.082

STREET ABANDONMENT
PART OF SANGER AVENUE, PART OF GOULD STREET AND PART OF CLEVELAND STREET

LOCATED IN THE CITY OF DALLAS, TEXAS
AND BEING OUT OF THE
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495
DALLAS COUNTY, TEXAS
SHEET 6 OF 10

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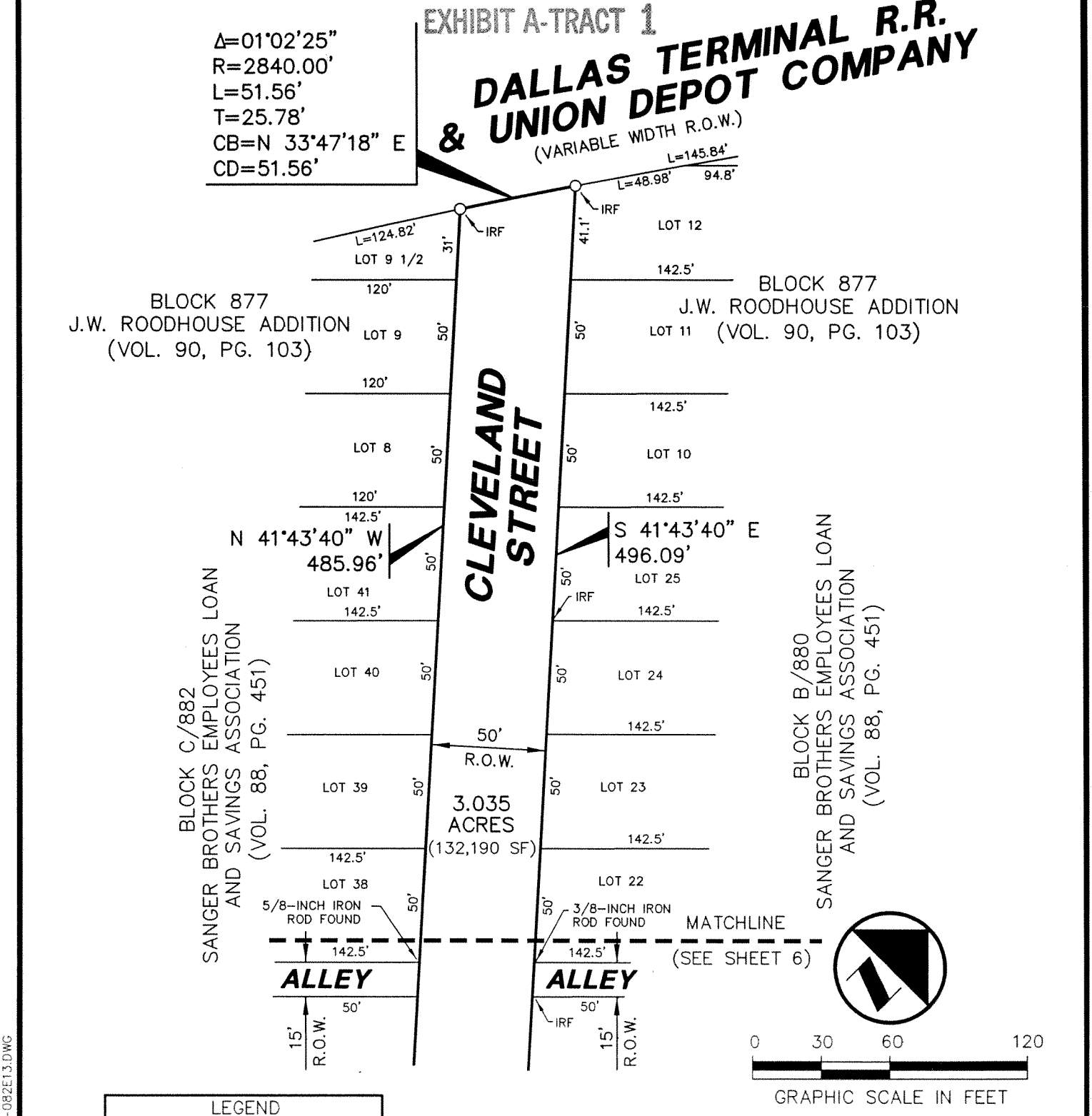

LEGEND	
— — — —	PROPERTY LINE
———	ABANDONMENT LINE
IRF –	1/2" IRON ROD WITH "PACHECO KOCH" CAP FOUND
IRS –	1/2" IRON ROD WITH "PACHECO KOCH" CAP SET
(C.M.) –	CONTROLLING MONUMENT

REVIEWED BY RMG 6/6/05

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
RLG	MCC/MAP	1"=60'	JUNE 2005	1204-04.082

STREET ABANDONMENT
PART OF SANGER AVENUE, PART OF GOULD STREET AND PART OF CLEVELAND STREET

LOCATED IN THE CITY OF DALLAS, TEXAS
AND BEING OUT OF THE
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495
DALLAS COUNTY, TEXAS
SHEET 7 OF 10

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DWG FILE: 1204-04-082E13.DW

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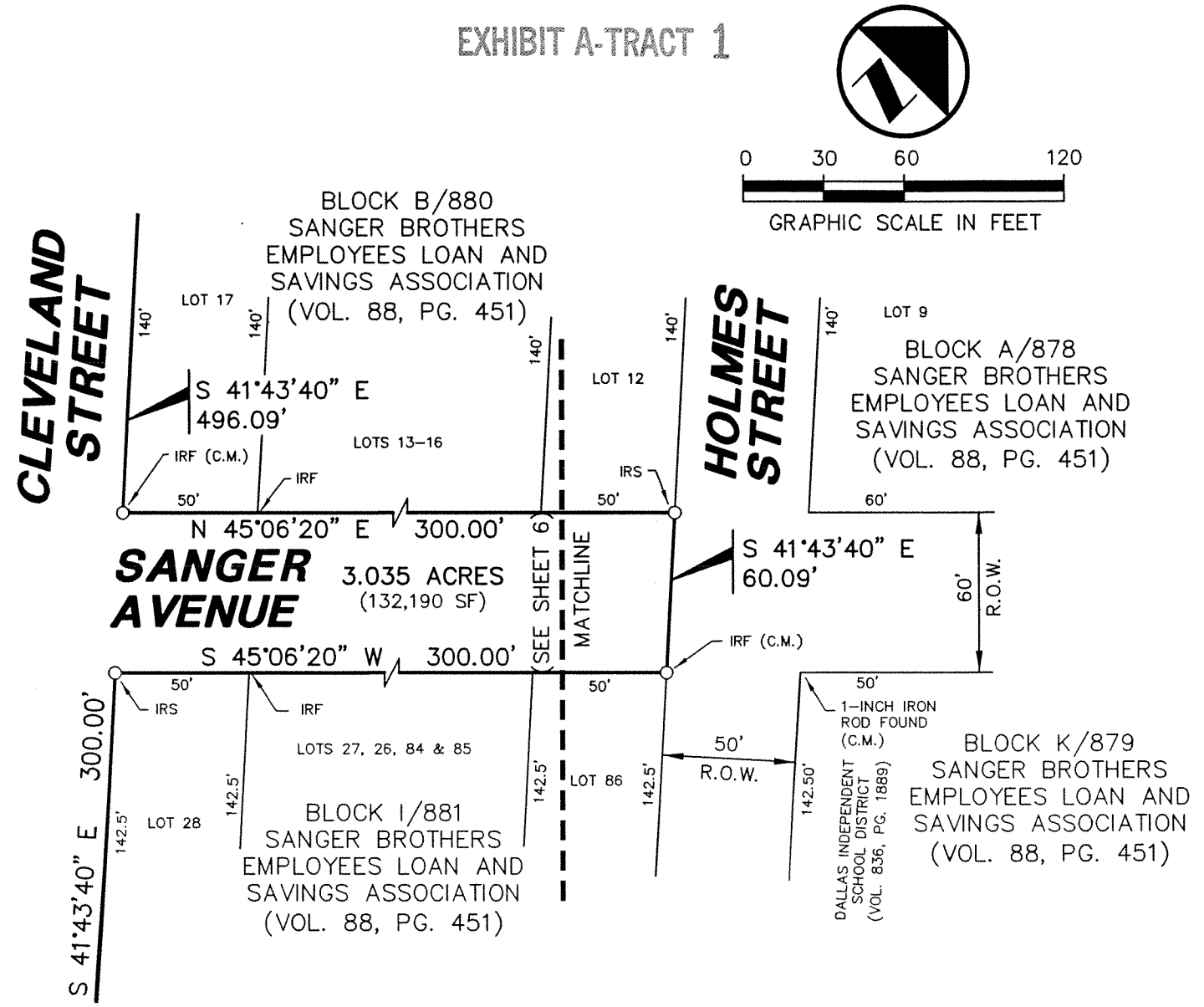

LEGEND	
— — — —	PROPERTY LINE
————	ABANDONMENT LINE
IRF –	1/2" IRON ROD WITH "PACHECO KOCH" CAP FOUND
IRS –	1/2" IRON ROD WITH "PACHECO KOCH" CAP SET
(C.M.) –	CONTROLLING MONUMENT

REVIEWED BY RLG 8/01/05

STREET ABANDONMENT
PART OF SANGER AVENUE, PART OF GOULD STREET AND PART OF CLEVELAND STREET

LOCATED IN THE CITY OF DALLAS, TEXAS
AND BEING OUT OF THE
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495
DALLAS COUNTY, TEXAS
SHEET 8 OF 10

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
RLG	MCC/MAP	1"=60'	JUNE 2005	1204–04.082

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DWG FILE: 1204–04–082E13.DW

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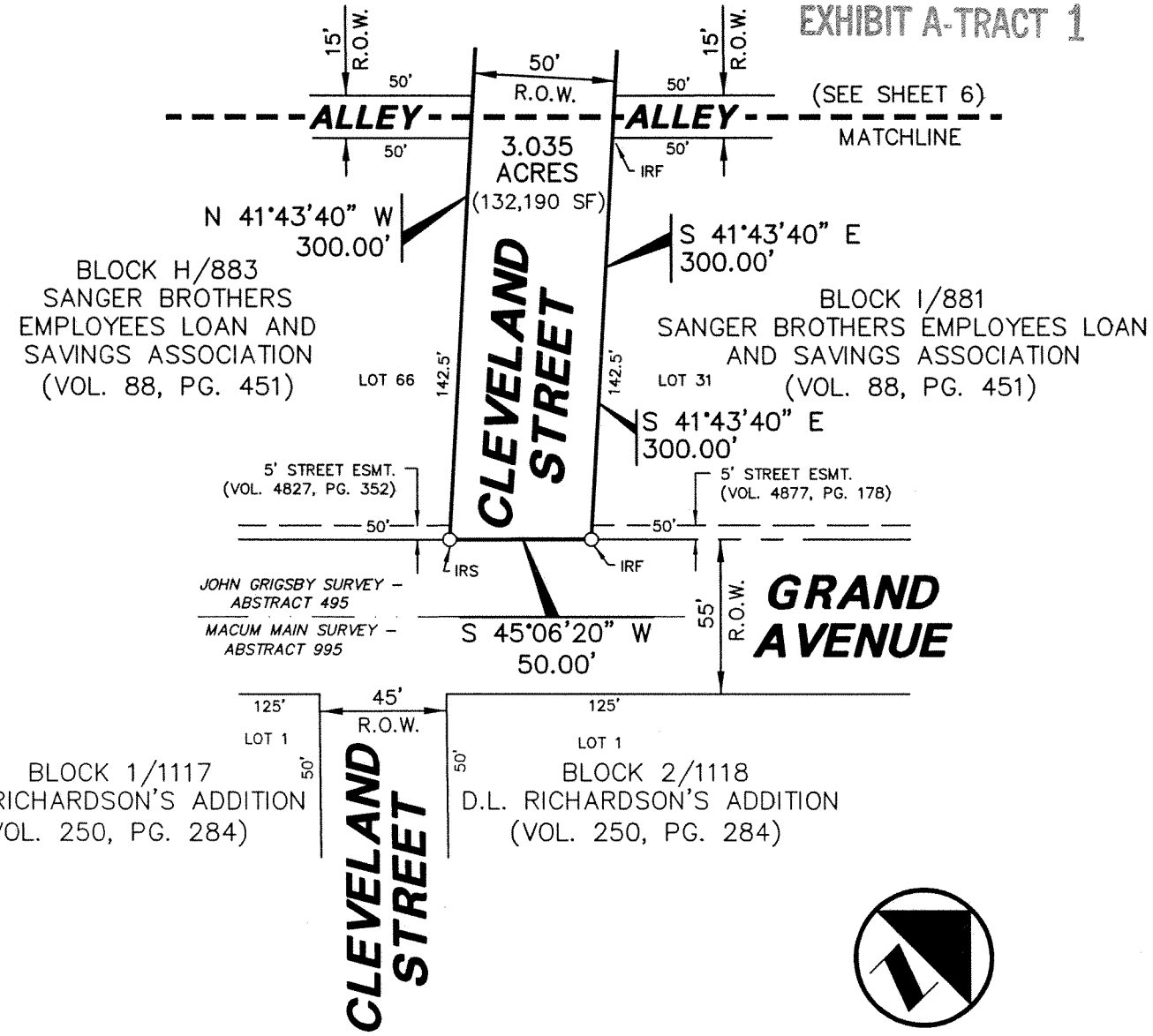

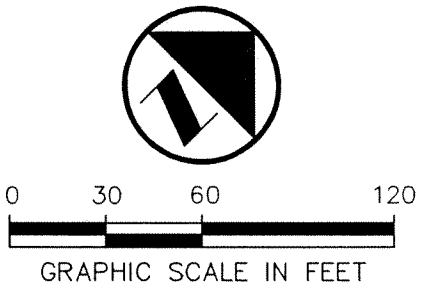

LEGEND	
	PROPERTY LINE
	ABANDONMENT LINE
IRF –	1/2" IRON ROD WITH "PACHECO KOCH" CAP FOUND
IRS –	1/2" IRON ROD WITH "PACHECO KOCH" CAP SET
(C.M.) –	CONTROLLING MONUMENT

REVIEWED BY 6/6/05

STREET ABANDONMENT
PART OF SANGER AVENUE, PART OF GOULD STREET AND PART OF CLEVELAND STREET
LOCATED IN THE CITY OF DALLAS, TEXAS
AND BEING OUT OF THE
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495
DALLAS COUNTY, TEXAS
SHEET 9 OF 10

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
RLG	MCC/MAP	1"=60'	JUNE 2005	1204-04.082

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DWG FILE: 1204-04-082E13.DW

EXHIBIT A-TRACT 1

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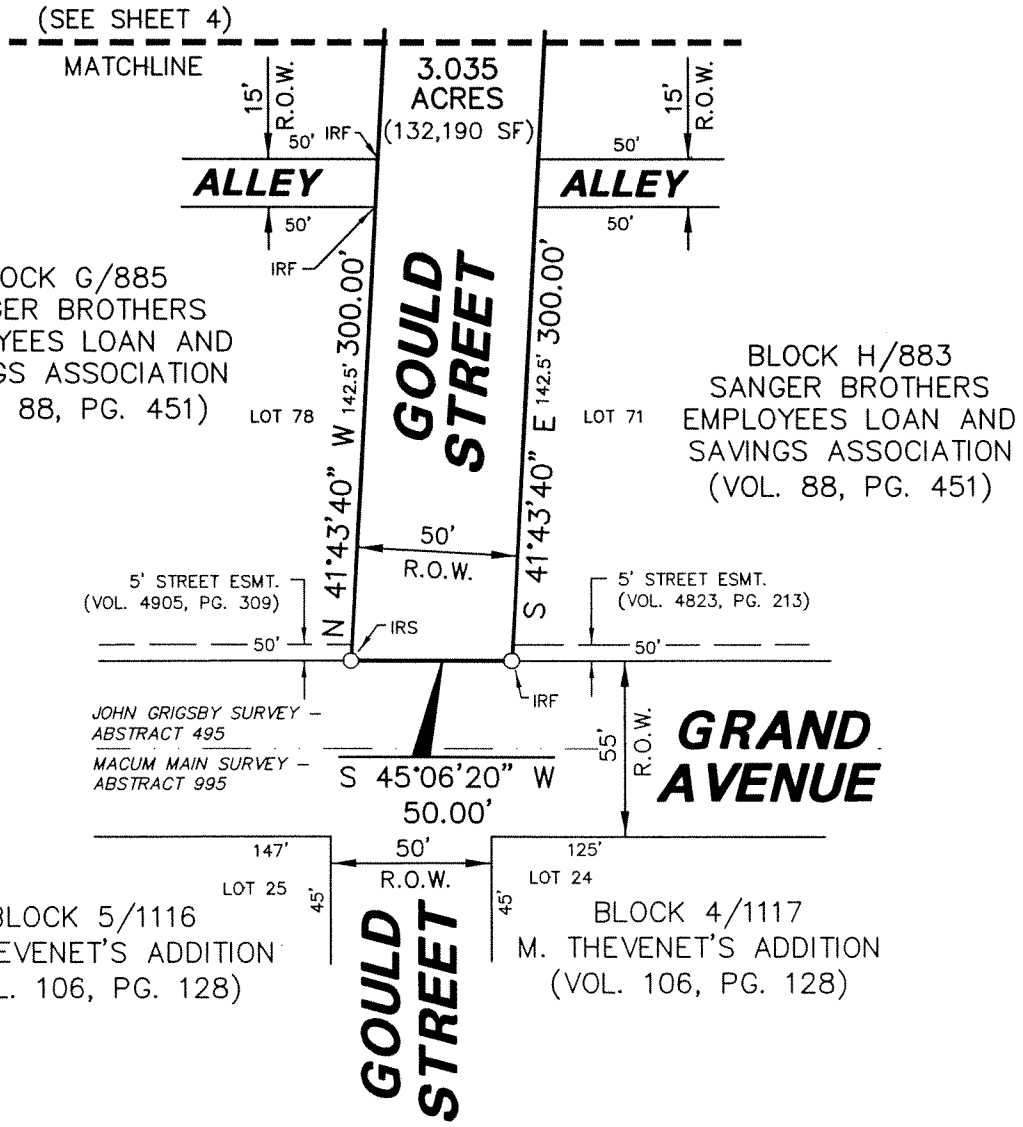
GRAPHIC SCALE IN FEET



LEGEND	
	PROPERTY LINE
	ABANDONMENT LINE
IRF –	1/2" IRON ROD WITH "PACHECO KOCH" CAP FOUND
IRS –	1/2" IRON ROD WITH "PACHECO KOCH" CAP SET
(C.M.) –	CONTROLLING MONUMENT

REVIEWED BY RME 8/01/05

STREET ABANDONMENT
PART OF SANGER AVENUE, PART OF GOULD STREET AND PART OF CLEVELAND STREET
LOCATED IN THE CITY OF DALLAS, TEXAS
AND BEING OUT OF THE
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495
DALLAS COUNTY, TEXAS
SHEET 10 OF 10

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
RLG	MCC/MAP	1"=60'	JUNE 2005	1204-04.082

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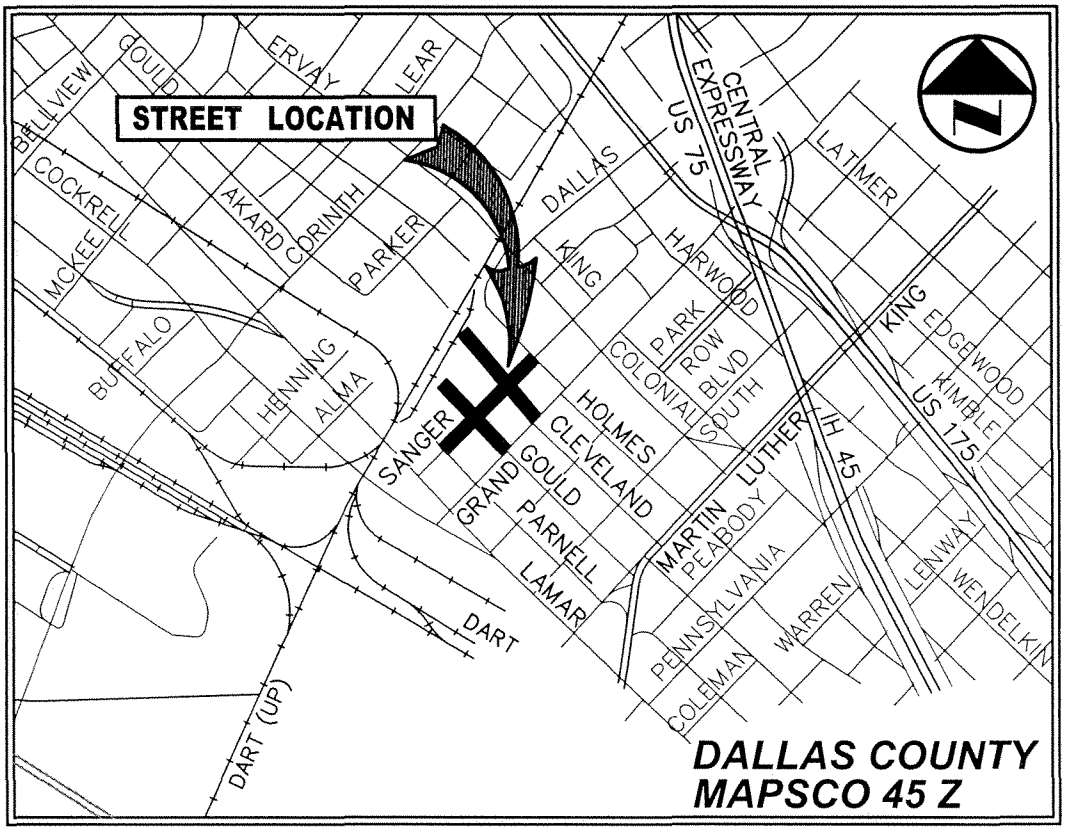
DWG FILE: 1204-04-082E13.DW

EXHIBIT A-TRACT 1



VICINITY MAP

(NOT TO SCALE)

REVIEWED BY RMA 6/01/05

EXHIBIT A-TRACT 2

STREET ABANDONMENT

Part of Parnell Street

John Grigsby Survey, Abstract No. 495

City of Dallas, Dallas County, Texas

BEING, a 14,976 square foot (0.344 acre) tract of land situated in the John Grigsby Survey, Abstract No. 495, Dallas County, Texas; said tract being part of Parnell Street (a 50-foot wide right-of-way) as shown on the plat of the Sanger Brothers Employees Loan and Savings Association, an addition to the City of Dallas, Texas recorded in Volume 88, Page 451 in the Deed Records of Dallas County, Texas; said 14,976 square foot tract being more particularly described as follows (bearing system based on a bearing of North 45 degrees, 06 minutes, 20 seconds East for the southeast right-of-way line of Sanger Avenue as shown in the Dallas County Plat Books):

BEGINNING, at a 1/2-inch iron rod with "Pacheco Koch" cap found for corner at the intersection of the southwest right-of-way line of said Parnell Street and the said southeast line of Sanger Avenue (a 60-foot wide right-of-way); said point also being the northernmost corner of Lot 103, Block F/887 of said addition;

THENCE, North 45 degrees, 06 minutes, 20 seconds East, along the projected said southeast line of Sanger Avenue, a distance of 50.00 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner at the intersection of the said southeast line of Sanger Avenue and the northeast right-of-way line of said Parnell Street; said point also being the westernmost corner of Lot 77, Block G/885 of said addition;

THENCE, South 41 degrees, 43 minutes, 40 seconds East, departing the said southeast line of Sanger Avenue and along the said northeast line of Parnell Street, a distance of 300.00 feet to a "+" cut in concrete found for corner at the intersection of the said northeast line of Parnell Street and the northwest right-of-way line of Grand Avenue (a 55-foot wide right-of-way); said point also being the southernmost corner of Lot 83, Block G/885 of said addition;

THENCE, South 45 degrees, 06 minutes, 20 seconds West, departing the said northeast line of Parnell Street and along the projected said northwest line of Grand Avenue, a distance of 50.00 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner at the intersection of the said northwest line of Grand Avenue and the said southwest line of Parnell Street; said point also being the easternmost corner of Lot 94, Block F/887 of said addition;

THENCE, North 41 degrees, 43 minutes, 40 seconds West, departing the said northwest line of Grand Avenue and along the said southwest line of Parnell Street, a distance of 300.00 feet to the POINT OF BEGINNING;

CONTAINING, 14,976 square feet or 0.344 acres of land, more or less.

(A survey plat of even date accompanies this description.)

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the tract of land described.

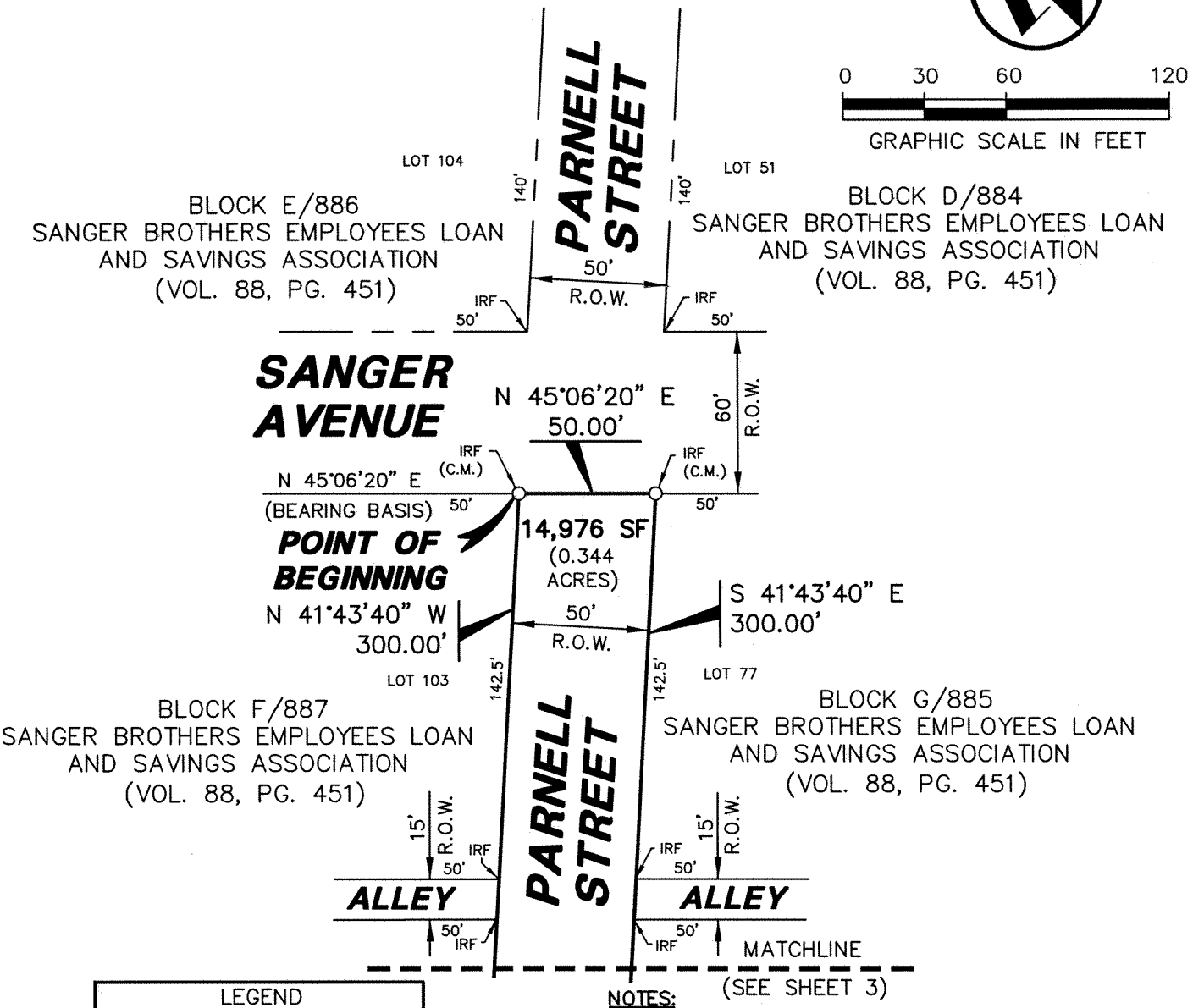
06/20/05

Mark A. Pacheco Date
Registered Professional Land Surveyor No. 4900
Pacheco Koch Consulting Engineers, Inc.
8350 N. Central Expwy, #1000, Dallas, TX 75206
(972) 235-3031

STATE OF TEXAS
REGISTERED
MARK A. PACHECO
4900
PROFESSIONAL
LAND SURVEYOR

REVIEWED BY RM 6/01/05

EXHIBIT A-TRACT 2



LEGEND	
	PROPERTY LINE
	ABANDONMENT LINE
IRF –	1/2" IRON ROD WITH "PACHECO KOCH" CAP FOUND
(C.M.) –	CONTROLLING MONUMENT

NOTES:

1. Bearing system for this survey is based on a bearing of North 45 degrees, 06 minutes, 20 seconds East for the southeast right-of-way line of Sanger Avenue (a 60-foot wide right-of-way) as shown in the Dallas County Plat Books.
2. A legal description of even survey date herewith accompanies this plat of survey.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the tract of land described.

STATE OF TEXAS
REGISTERED
MARK A. PACHECO
4900
PROFESSIONAL
LAND SURVEYOR

06/20/05

Mark A. Pacheco Date
Registered Professional
Land Surveyor No. 4900

REVIEWED BY [illegible] 6/21/05

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
RLG	MCC/MAP	1"=60'	JUNE 2005	1204-04.082

STREET ABANDONMENT PART OF PARNELL STREET

LOCATED IN CITY OF DALLAS, TEXAS
AND BEING OUT OF THE
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495
DALLAS COUNTY, TEXAS
SHEET 2 OF 3

DWG FILE: 1204-04-082E11.DW

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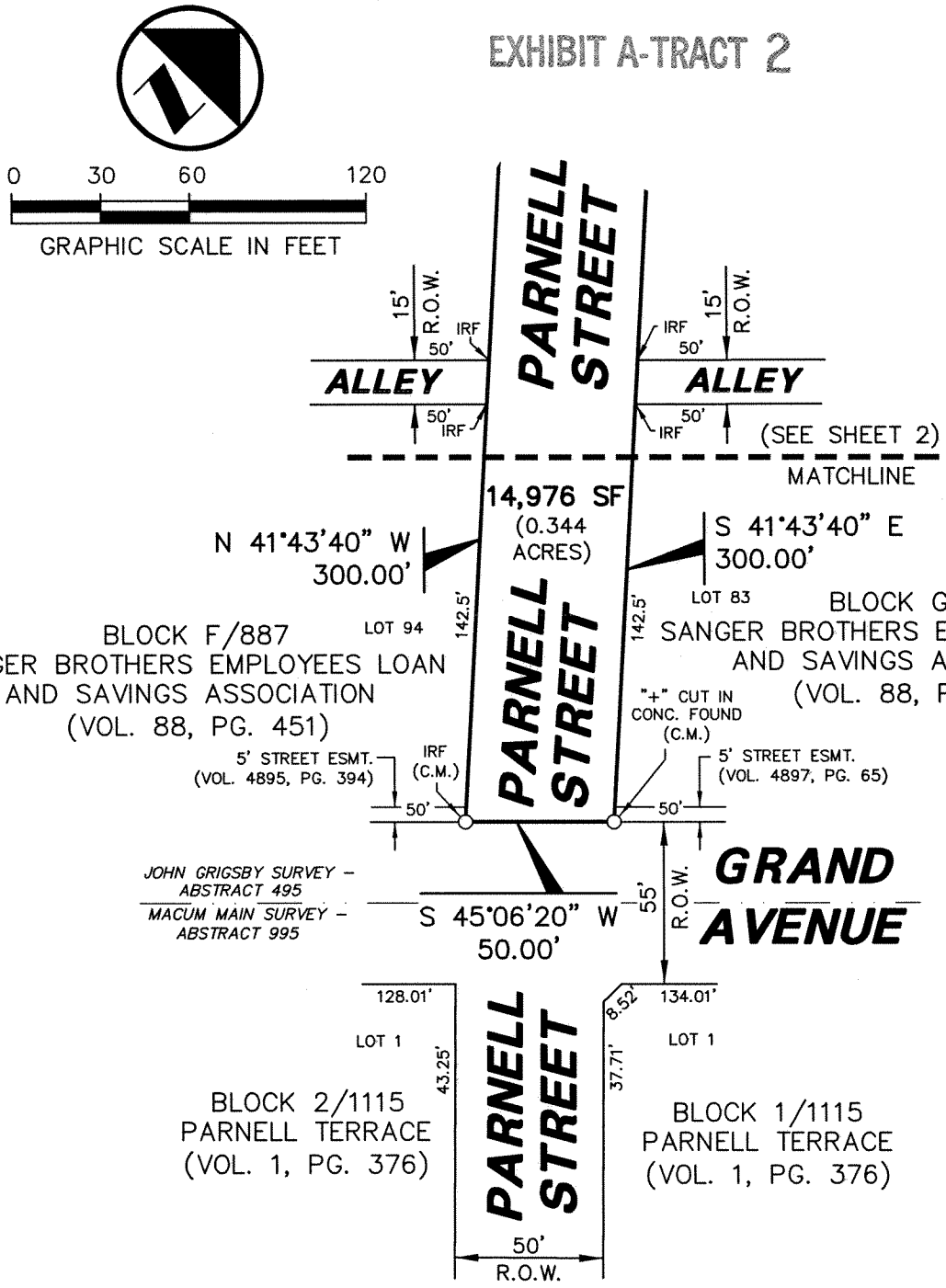
EXHIBIT A-TRACT 2



LEGEND	
	PROPERTY LINE
	ABANDONMENT LINE
IRF –	1/2" IRON ROD WITH "PACHECO KOCH" CAP FOUND
(C.M.) –	CONTROLLING MONUMENT

REVIEWED BY

STREET ABANDONMENT
PART OF
PARNELL STREET
LOCATED IN CITY OF DALLAS, TEXAS
AND BEING OUT OF THE
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495
DALLAS COUNTY, TEXAS
SHEET 3 OF 3

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
RLG	MCC/MAP	1"=60'	JUNE 2005	1204-04.082

DWG FILE: 1204-04-082E11.DW

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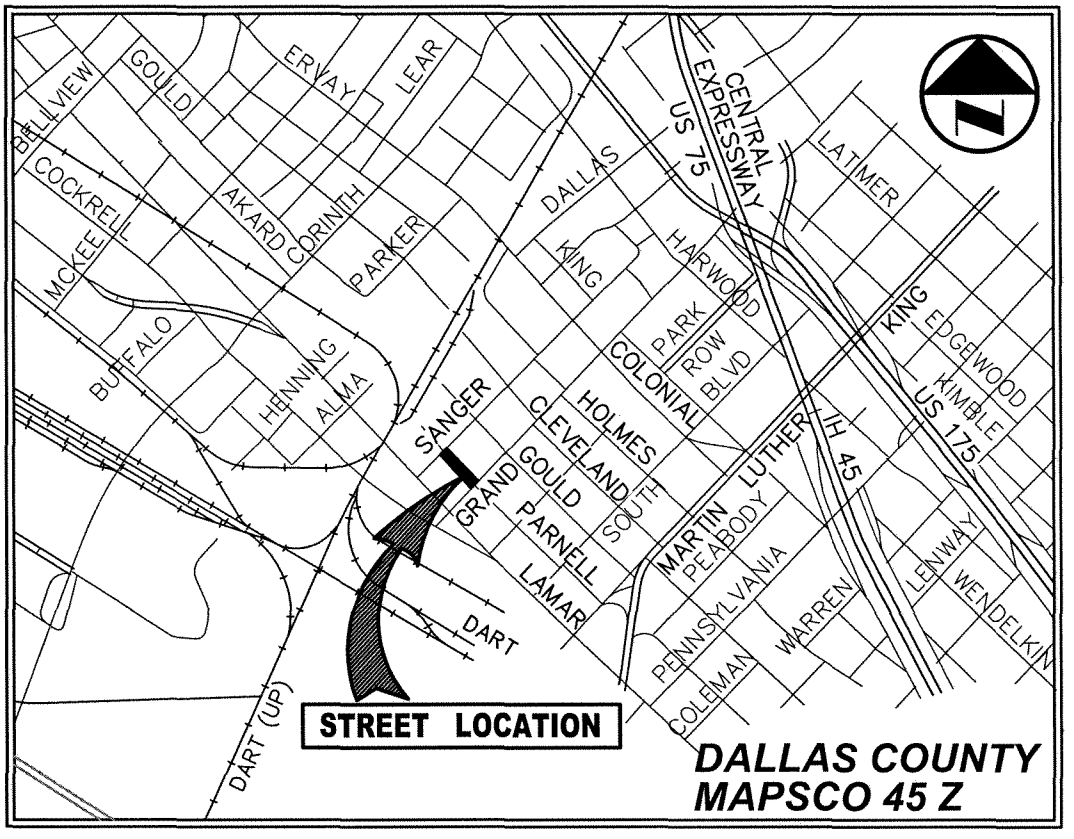
EXHIBIT A-TRACT 2



VICINITY MAP

(NOT TO SCALE)

REVIEWED BY 8/01/05

EXHIBIT A-TRACT 3

STREET ABANDONMENT

Part of Holmes Street

John Grigsby Survey, Abstract No. 495

City of Dallas, Dallas County, Texas

BEING, a 15,025 square foot (0.345 acre) tract of land situated in the John Grigsby Survey, Abstract No. 495, Dallas County, Texas; said tract being part of Holmes Street (a 50-foot wide right-of-way) as shown on the plat of the Sanger Brothers Employees Loan and Savings Association, an addition to the City of Dallas, Texas recorded in Volume 88, Page 451 in the Deed Records of Dallas County, Texas; said 15,025 square foot tract being more particularly described as follows (bearing system based on a bearing of North 45 degrees, 06 minutes, 20 seconds East for the southeast right-of-way line of Sanger Avenue as shown in the Dallas County Plat Books):

BEGINNING, at a 1/2-inch iron rod with "Pacheco Koch" cap found for corner at the intersection of the southwest right-of-way line of said Holmes Street and the said southeast line of Sanger Avenue (a 60-foot wide right-of-way); said point also being the northernmost corner of Lot 86, Block I/881 of said addition;

THENCE, North 45 degrees, 06 minutes, 20 seconds East, along the projected said southeast line of Sanger Avenue, a distance of 50.00 feet to a 1-inch iron rod found for corner at the intersection of the said southeast line of Sanger Avenue and the northeast right-of-way line of said Holmes Street; said point also being the westernmost corner of that certain tract of land described in Warranty Deed to Dallas Independent School District recorded in Volume 836, Page 1889 of said Deed Records;

THENCE, South 41 degrees, 43 minutes, 40 seconds East, departing the said southeast line of Sanger Avenue and along the said northeast line of Holmes Street, a distance of 300.00 feet to a "+" cut in concrete found for corner at the intersection of the said northeast line of Holmes Street and the northwest right-of-way line of Grand Avenue (a variable width right-of-way); said point also being the southernmost corner of Lot 90, Block K/879 of said addition;

THENCE, South 45 degrees, 06 minutes, 20 seconds West, departing the said northeast line of Holmes Street and along the projected said northwest line of Grand Avenue, a distance of 59.00 feet to a "+" cut in concrete found for corner; said point also being the southernmost corner of a right-of-way corner clip at the intersection of the said northwest line of Grand Avenue and the said southwest line of Holmes Street;

THENCE, North 03 degrees, 42 minutes, 20 seconds West, departing the said northwest line of Grand Avenue and along the said corner clip, a distance of 14.60 feet to a "+" cut in concrete found for corner in the said southwest line of Holmes Street; said point also being the northernmost corner of said corner clip;

THENCE, North 41 degrees, 43 minutes, 40 seconds West, departing the said corner clip and along the said southwest line of Holmes Street, a distance of 289.00 feet to the POINT OF BEGINNING;

CONTAINING, 15,025 square feet or 0.345 acres of land, more or less.

(A survey plat of even date accompanies this description.)

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the tract of land described.

06/20/05

Mark A. Pacheco Date

Registered Professional Land Surveyor No. 4900

Pacheco Koch Consulting Engineers, Inc.

8350 N. Central Expwy, #1000, Dallas, TX 75206

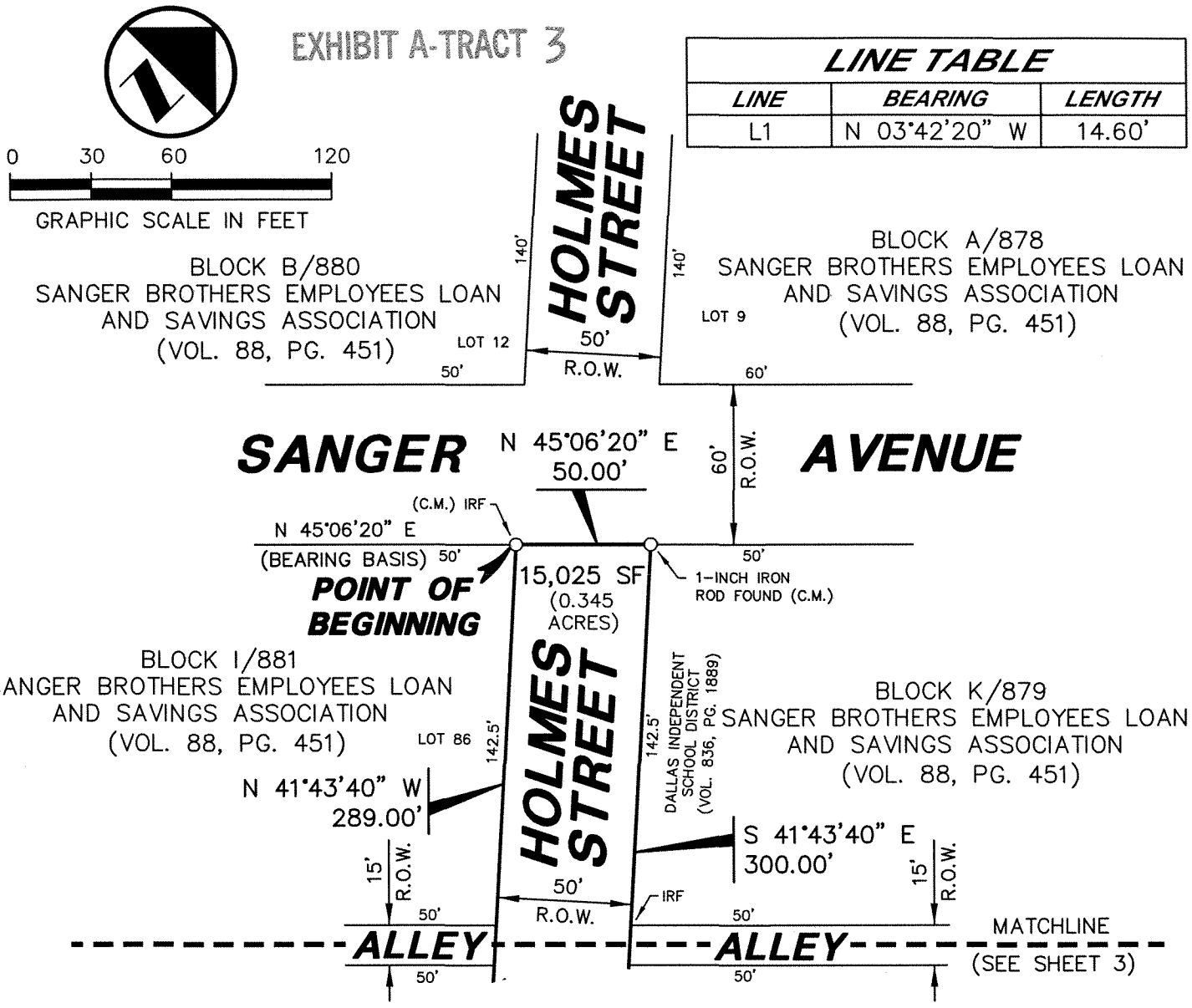
(972) 235-3031

STATE OF TEXAS REGISTERED MARK A. PACHECO 4900 PROFESSIONAL LAND SURVEYOR

REVIEWED BY RAE 8/01/05

EXHIBIT A-TRACT 3

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 03°42'20" W	14.60'



LEGEND	
———	PROPERTY LINE
———	ABANDONMENT LINE
IRF –	1/2" IRON ROD WITH "PACHECO KOCH" CAP FOUND
(C.M.) –	CONTROLLING MONUMENT

NOTES:

1. Bearing system for this survey is based on a bearing of North 45 degrees, 06 minutes, 20 seconds East for the southeast right-of-way line of Sanger Avenue (a 60-foot wide right-of-way) as shown in the Dallas County Plat Books.
2. A legal description of even survey date herewith accompanies this plat of survey.

REVIEWED BY RLG 8/01/05

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the tract of land described.

STATE OF TEXAS REGISTERED MARK A. PACHECO 4900 PROFESSIONAL LAND SURVEYOR

06/20/05

Mark A. Pacheco
Registered Professional
Land Surveyor No. 4900
Date

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
RLG	MCC/MAP	1"=60'	JUNE 2005	1204-04.082

STREET ABANDONMENT PART OF HOLMES STREET

LOCATED IN CITY OF DALLAS, TEXAS
AND BEING OUT OF THE
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495
DALLAS COUNTY, TEXAS
SHEET 2 OF 3

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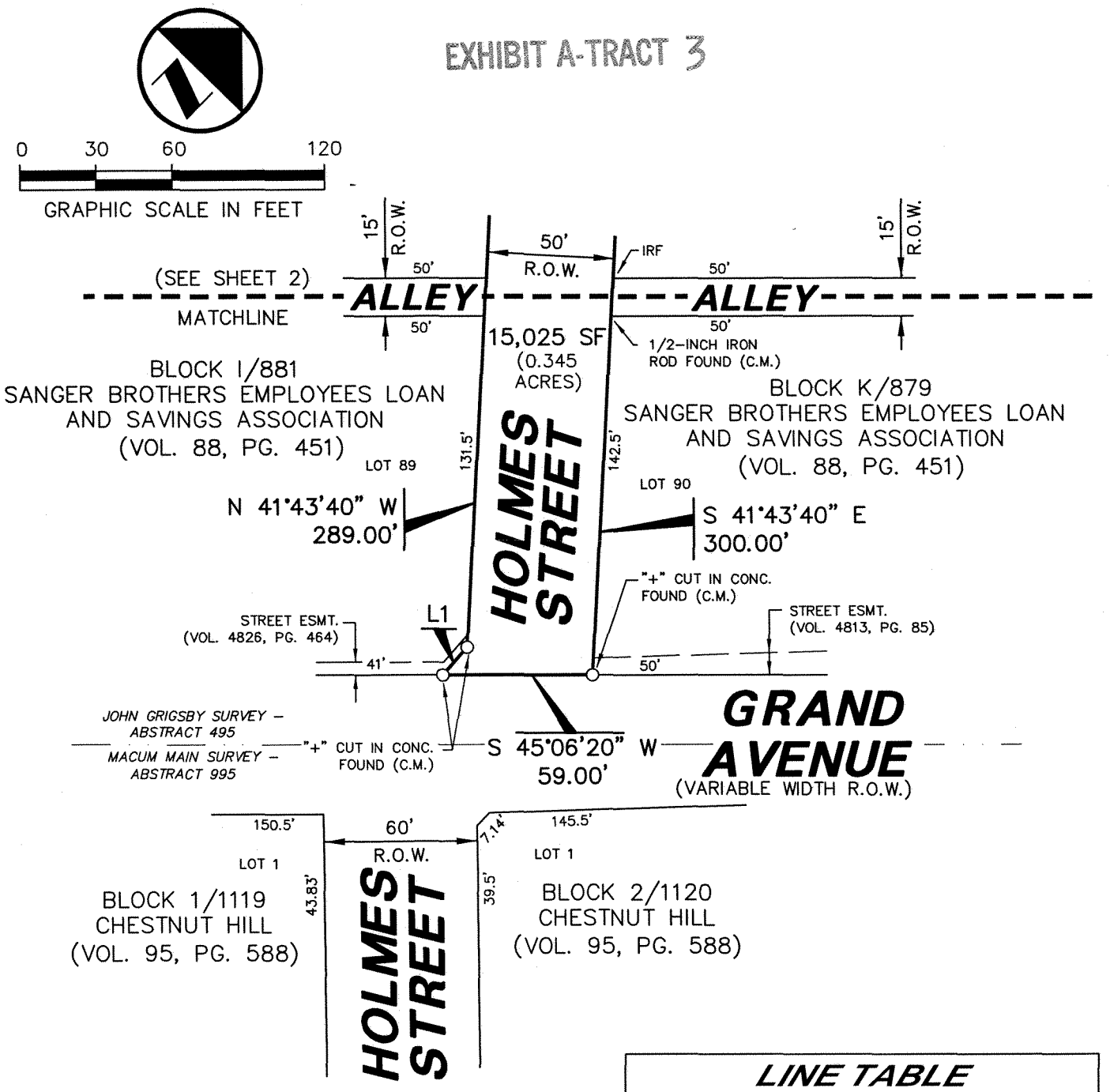
DWG FILE: 1204-04-082E12.DW

EXHIBIT A-TRACT 3



LINE TABLE		
LINE	BEARING	LENGTH
L1	N 03°42'20" W	14.60'

LEGEND	
	PROPERTY LINE
	ABANDONMENT LINE
IRF –	1/2" IRON ROD WITH "PACHECO KOCH" CAP FOUND
(C.M.) –	CONTROLLING MONUMENT

REVIEWED BY 8/01/05

STREET ABANDONMENT
PART OF
HOLMES STREET
LOCATED IN THE CITY OF DALLAS, TEXAS
AND BEING OUT OF THE
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495
DALLAS COUNTY, TEXAS
SHEET 3 OF 3

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
RLG	MCC/MAP	1"=60'	JUNE 2005	1204-04.082

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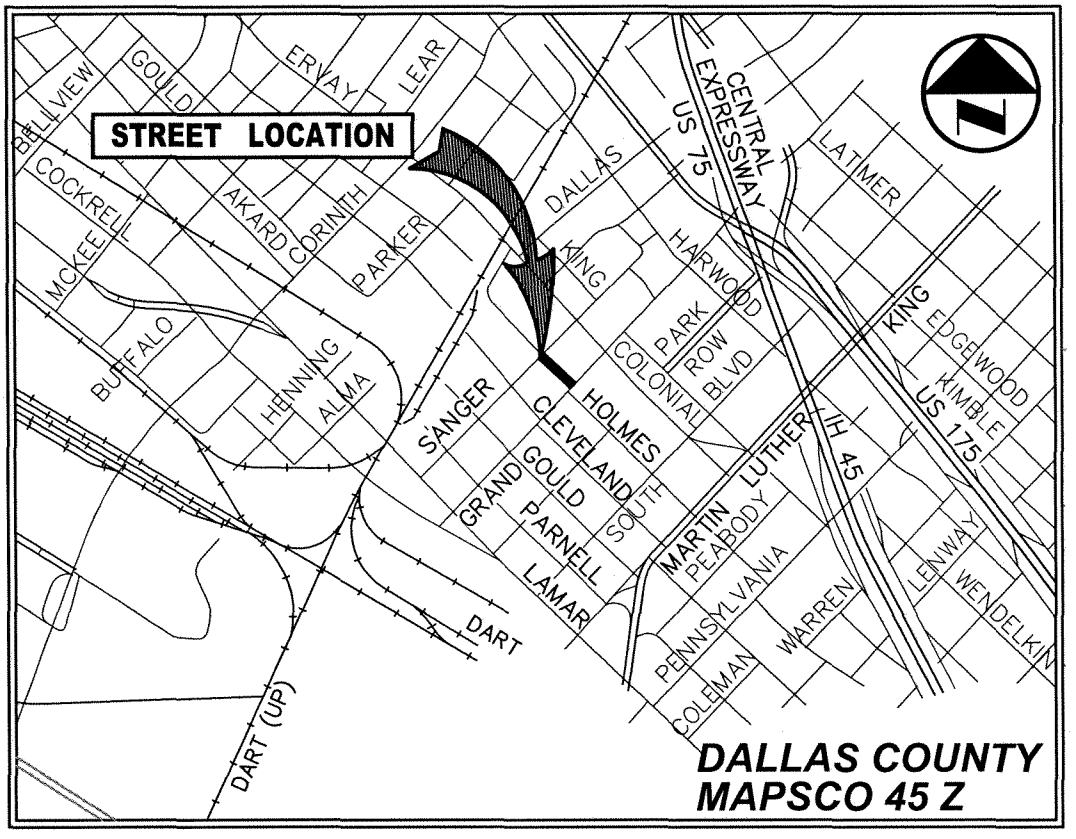
DWG FILE: 1204-04-082E12.DW

EXHIBIT A-TRACT 3



VICINITY MAP

(NOT TO SCALE)

REVIEWED BY RMA 8/10/05

EXHIBIT A-TRACT 4

ALLEY ABANDONMENT
City of Dallas Block D/884
John Grigsby Survey, Abstract No. 495
City of Dallas, Dallas County, Texas

BEING, a 7,489 square foot (0.172 acre) tract of land situated in the John Grigsby Survey, Abstract No. 495, Dallas County, Texas; said tract being all of a 15-foot wide alley across Block No. D/884, Official Numbers of the City of Dallas, Texas as shown on the plat of the Sanger Brothers Employees Loan and Savings Association, an addition to the City of Dallas, Texas recorded in Volume 88, Page 451 in the Deed Records of Dallas County, Texas; said 7,489 square foot tract being more particularly described as follows (bearing system based on a bearing of North 45 degrees, 06 minutes, 20 seconds East for the northwest right-of-way line of Sanger Avenue as shown in the Dallas County Plat Books):

BEGINNING, at a 1/2-inch iron rod with "Pacheco Koch" cap found for corner at the intersection of the northeast right-of-way line of Parnell Street (a 50-foot wide right-of-way) and the southeast right-of-way line of said alley; said point being the westernmost corner of Lot 51, Block D/884 of said addition; said point also being North 41 degrees, 43 minutes, 40 seconds West, a distance of 140.00 feet from the intersection of the said northeast line of Parnell Street and the said northwest line of Sanger Avenue (a 60-foot wide right-of-way);

THENCE, North 41 degrees, 43 minutes, 40 seconds West, along the projected said northeast line of Parnell Street, a distance of 15.00 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner at the intersection of the said northeast line of Parnell Street and the northwest right-of-way line of said alley; said point also being the southernmost corner of Lot 56, Block D/884 of said addition;

THENCE, North 45 degrees, 06 minutes, 20 seconds East, departing the said northeast line of Parnell Street and along the northwest line of said alley, a distance of 142.50 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner at the intersection of the northwest line of said alley and the southwest right-of-way line of said alley; said point also being the easternmost corner of said Lot 56;

THENCE, North 41 degrees, 43 minutes, 40 seconds West, departing the northwest line of said alley and along the southwest line of said alley, a distance of 200.00 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner in the southeast line of Lot 1, Block 877, J.W. Roodhouse Addition, an addition to the City of Dallas, Texas according to the plat recorded in Volume 90, Page 103 of said Deed Records; said point also being the northernmost corner of Lot 59, Block D/884 of said Sanger Brothers Employees Loan and Savings Association and the southernmost corner of the northwest terminus of said alley;

THENCE, North 45 degrees, 06 minutes, 20 seconds East, departing the southwest line of said alley and along said alley terminus and the said southeast line of Lot 1, a distance of 15.00 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner; said point also being the northernmost corner of said alley terminus and the westernmost corner of Lot 55, Block D/884 of said Sanger Brothers Employees Loan and Savings Association;

REVIEWED BY
CWS
8/4/05

EXHIBIT A-TRACT 4

ALLEY ABANDONMENT
City of Dallas Block D/884
(Continued)

THENCE, South 41 degrees, 43 minutes, 40 seconds East, departing the said alley terminus and the said southeast line of Lot 1 and along the northeast right-of-way line of said alley, a distance of 200.00 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner at the intersection of the northeast and the northwest line of said alley; said point also being the southernmost corner of Lot 52, Block D/884 of said Sanger Brothers Employees Loan and Savings Association;

THENCE, North 45 degrees, 06 minutes, 20 seconds East, departing the northeast line of said alley and along the northwest line of said alley, a distance of 142.50 feet to a 1/2-inch iron rod found for corner at the intersection of the northwest line of said alley and the southwest right-of-way line of Gould Street (a 50-foot wide right-of-way); said point also being the easternmost corner of said Lot 52;

THENCE, South 41 degrees, 43 minutes, 40 seconds East, departing the northwest line of said alley and along the projected said southwest line of Gould Street, a distance of 15.00 feet to a 3/8-inch iron rod found for corner at the intersection of the said southwest line of Gould Street and the southeast line of said alley; said point also being the northernmost corner of Lot 46, Block D/884 of said Sanger Brothers Employees Loan and Savings Association;

THENCE, South 45 degrees, 06 minutes, 20 seconds West, departing the said southwest line of Gould Street and along the southeast line of said alley, a distance of 300.00 feet to the POINT OF BEGINNING;

CONTAINING, 7,489 square feet or 0.172 acres of land, more or less.

(A survey plat of even date accompanies this description.)

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the tract of land described.

06/20/05

Mark A. Pacheco Date
Registered Professional Land Surveyor No. 4900
Pacheco Koch Consulting Engineers, Inc.
8350 N. Central Expwy, #1000, Dallas, TX 75206
(972) 235-3031

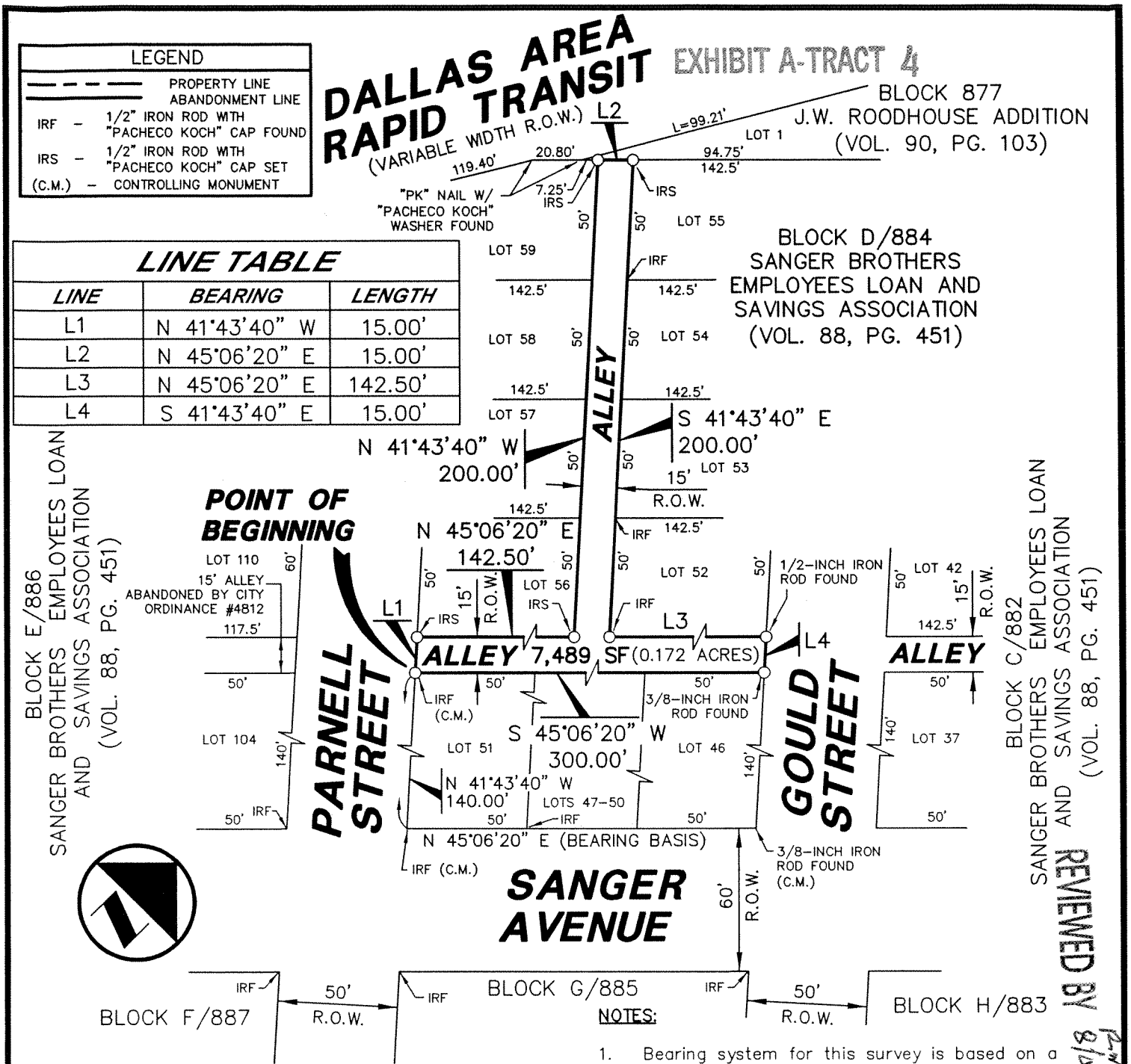
REVIEWED BY

EXHIBIT A-TRACT 4

LEGEND	
— — — —	PROPERTY LINE
═══	ABANDONMENT LINE
IRF –	1/2" IRON ROD WITH "PACHECO KOCH" CAP FOUND
IRS –	1/2" IRON ROD WITH "PACHECO KOCH" CAP SET
(C.M.) –	CONTROLLING MONUMENT

LINE TABLE

LINE	BEARING	LENGTH
L1	N 41°43'40" W	15.00'
L2	N 45°06'20" E	15.00'
L3	N 45°06'20" E	142.50'
L4	S 41°43'40" E	15.00'



REVIEWED BY 8/01/05

NOTES:

1. Bearing system for this survey is based on a bearing of North 45 degrees, 06 minutes, 20 seconds East for the northwest right-of-way line of Sanger Avenue (a 60-foot wide right-of-way) as shown in the Dallas County Plat Books.

2. A legal description of even survey date herewith accompanies this plat of survey.

0 30 60 120

GRAPHIC SCALE IN FEET

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the tract of land described.

STATE OF TEXAS REGISTERED MARK A. PACHECO 4900 PROFESSIONAL LAND SURVEYOR

06/20/05

Mark A. Pacheco
Registered Professional
Land Surveyor No. 4900

Date

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
RLG	MCC/MAP	1"=60'	JUNE 2005	1204-04.082

ALLEY ABANDONMENT

LOCATED IN CITY OF DALLAS BLOCK D/884
AND BEING OUT OF THE
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495,
CITY OF DALLAS, DALLAS COUNTY, TEXAS
SHEET 3 OF 3

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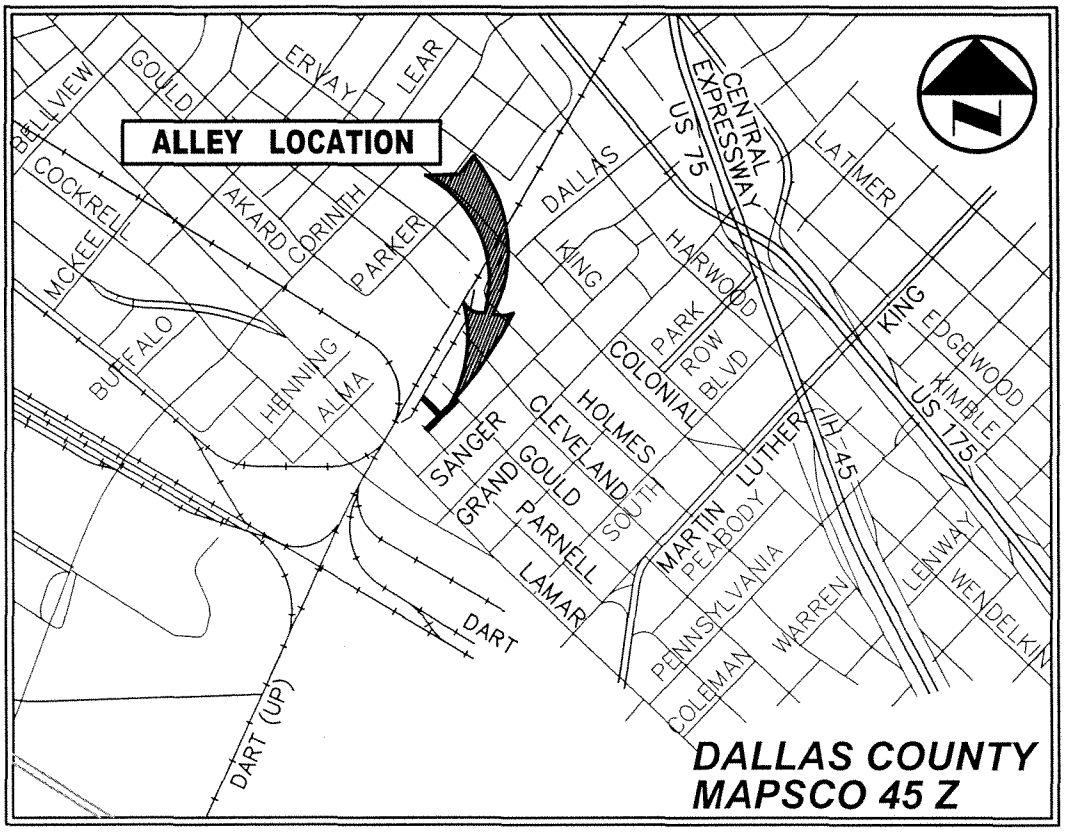
DWG FILE: 1204-04-082E10.DW

EXHIBIT A-TRACT 4



VICINITY MAP

(NOT TO SCALE)

REVIEWED BY RMK 8/4/08

ALLEY ABANDONMENT
City of Dallas Block C/882
John Grigsby Survey, Abstract No. 495
City of Dallas, Dallas County, Texas

EXHIBIT A-TRACT 5

BEING, a 4,493 square foot (0.103 acre) tract of land situated in the John Grigsby Survey, Abstract No. 495, Dallas County, Texas; said tract being all of a 15-foot wide alley across Block No. C/882, Official Numbers of the City of Dallas, Texas as shown on the plat of the Sanger Brothers Employees Loan and Savings Association, an addition to the City of Dallas, Texas recorded in Volume 88, Page 451 in the Deed Records of Dallas County, Texas; said 4,493 square foot tract being more particularly described as follows (bearing system based on a bearing of North 45 degrees, 06 minutes, 20 seconds East for the southeast right-of-way line of Sanger Avenue as shown in the Dallas County Plat Books):

BEGINNING, at a 1/2-inch iron rod with "Pacheco Koch" cap set for corner at the intersection of the southwest right-of-way line of Cleveland Street (a 50-foot wide right-of-way) and the southeast right-of-way line of said alley; said point being the northernmost corner of Lot 32, Block C/882 of said addition; said point also being North 41 degrees, 43 minutes, 40 seconds West, a distance of 140.00 feet from the intersection of the said southwest line of Cleveland Street and the northwest right-of-way line of said Sanger Avenue (a 60-foot wide right-of-way);

THENCE, South 45 degrees, 06 minutes, 20 seconds West, along the southeast line of said alley, a distance of 300.00 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner at the intersection of the southeast line of said alley and the northeast right-of-way line of Gould Street (a 50-foot wide right-of-way); said point also being the westernmost corner of Lot 37, Block C/882 of said addition;

THENCE, North 41 degrees, 43 minutes, 40 seconds West, departing the southeast line of said alley and along the projected said northeast line of Gould Street, a distance of 15.00 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner at the intersection of the said northeast line of Gould Street and the northwest right-of-way line of said alley; said point also being the southernmost corner of Lot 42, Block C/882 of said addition;

THENCE, North 45 degrees, 06 minutes, 20 seconds East, departing the said northeast line of Gould Street and along the northwest line of said alley, a distance of 300.00 feet to a 5/8-inch iron rod found for corner at the intersection of the northwest line of said alley and the said southwest line of Cleveland Street; said point also being the easternmost corner of Lot 38, Block C/882 of said addition;

THENCE, South 41 degrees, 43 minutes, 40 seconds East, departing the northwest line of said alley and along the projected said southwest line of Cleveland Street, a distance of 15.00 feet to the POINT OF BEGINNING;

CONTAINING, 4,493 square feet or 0.103 acres of land, more or less.

(A survey plat of even date accompanies this description.)

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the tract of land described.

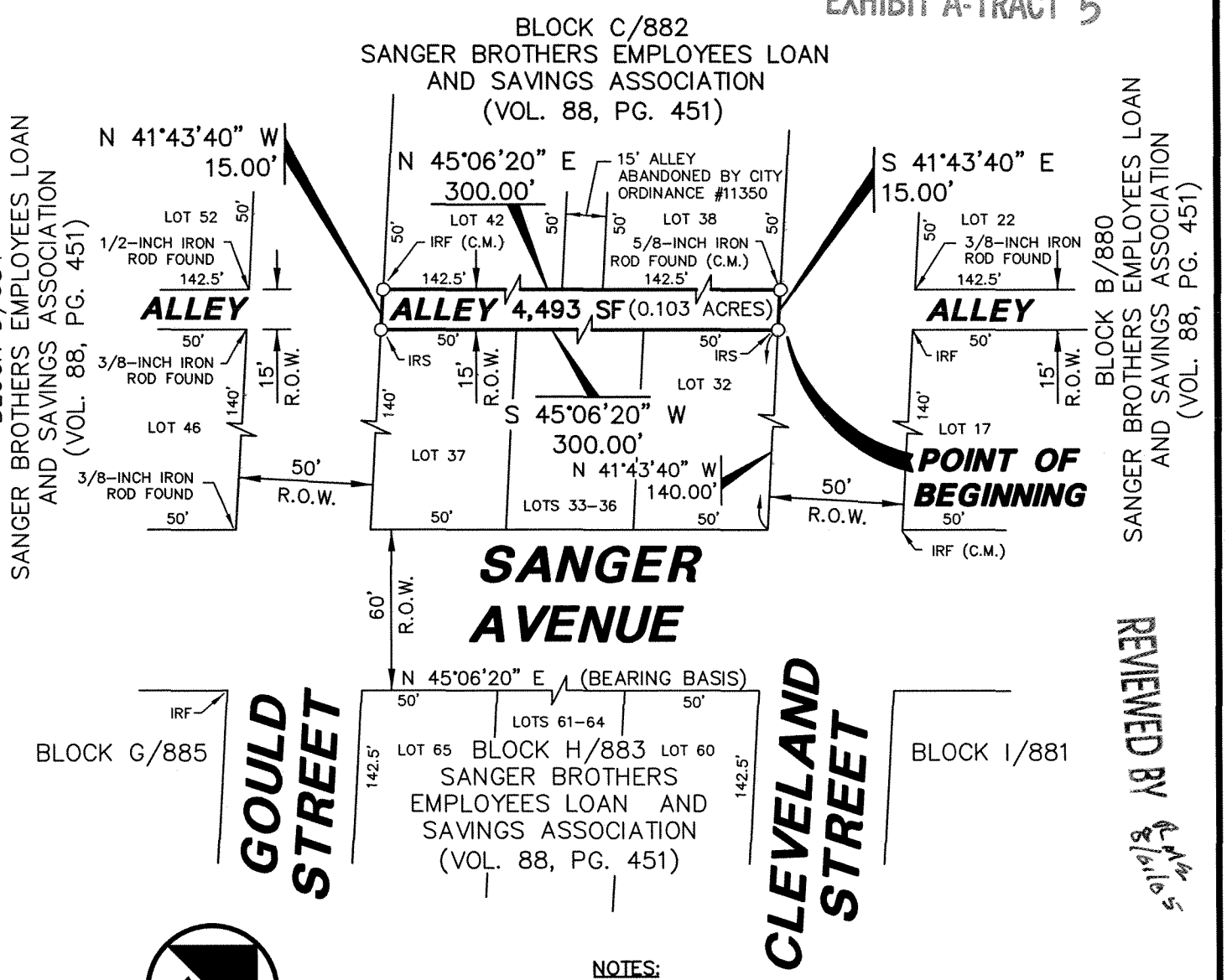
06/20/05

Mark A. Pacheco Date
Registered Professional Land Surveyor No. 4900
Pacheco Koch Consulting Engineers, Inc.
8350 N. Central Expwy, #1000, Dallas, TX 75206
(972) 235-3031

STATE OF TEXAS REGISTERED MARK A. PACHECO 4900 PROFESSIONAL LAND SURVEYOR

REVIEWED BY 8/6/05

EXHIBIT A-TRACT 5



REVIEWED BY [signature] 8/9/05

0 30 60 120

GRAPHIC SCALE IN FEET

NOTES:

1. Bearing system for this survey is based on a bearing of North 45 degrees, 06 minutes, 20 seconds East for the southeast right-of-way line of Sanger Avenue (a 60-foot wide right-of-way) as shown in the Dallas County Plat Books.

2. A legal description of even survey date herewith accompanies this plat of survey.

LEGEND	
— — — —	PROPERTY LINE
————	ABANDONMENT LINE
IRF –	1/2" IRON ROD WITH "PACHECO KOCH" CAP FOUND
IRS –	1/2" IRON ROD WITH "PACHECO KOCH" CAP SET
(C.M.) –	CONTROLLING MONUMENT

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the tract of land described.

STATE OF TEXAS
REGISTERED
MARK A. PACHECO
4900
PROFESSIONAL LAND SURVEYOR

[signature] 06/20/05

Mark A. Pacheco Date
Registered Professional
Land Surveyor No. 4900

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
RLG	MCC/MAP	1"=60'	JUNE 2005	1204-04.082

ALLEY ABANDONMENT

LOCATED IN CITY OF DALLAS BLOCK C/882
AND BEING OUT OF THE
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS
SHEET 2 OF 2

DWG FILE: 1204-04-082E7.DWG

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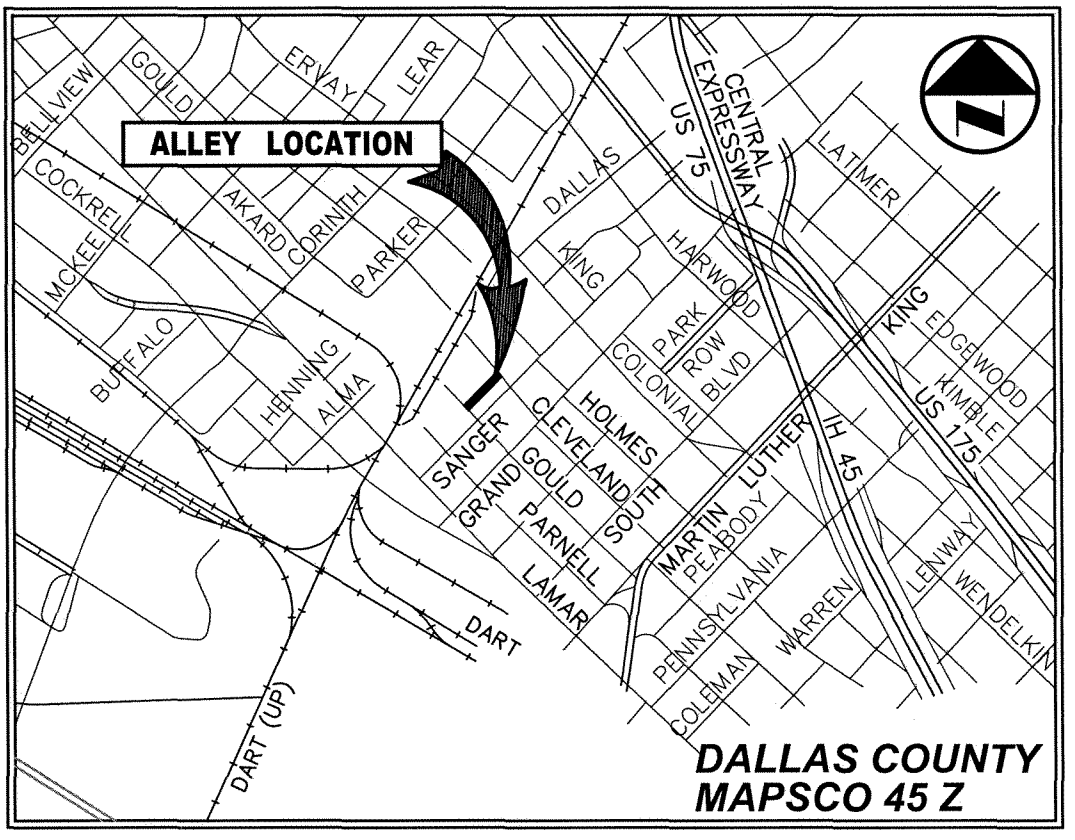
EXHIBIT A-TRACT 5



VICINITY MAP

(NOT TO SCALE)

REVIEWED BY RME 8/01/05

EXHIBIT A-TRACT 6

ALLEY ABANDONMENT

City of Dallas Block B/880
John Grigsby Survey, Abstract No. 495
City of Dallas, Dallas County, Texas

BEING, a 6,740 square foot (0.155 acre) tract of land situated in the John Grigsby Survey, Abstract No. 495, Dallas County, Texas; said tract being all of the remainder of a 15-foot wide alley across Block No. B/880, Official Numbers of the City of Dallas, Texas as shown on the plat of the Sanger Brothers Employees Loan and Savings Association, an addition to the City of Dallas, Texas recorded in Volume 88, Page 451 of the Deed Records of Dallas County, Texas; said 6,740 square foot tract being more particularly described as follows (bearing system based on a bearing of North 45 degrees, 06 minutes, 20 seconds East for the northwest right-of-way line of Sanger Avenue as shown in the Dallas County Plat Books):

BEGINNING, at a 1/2-inch iron rod with "Pacheco Koch" cap found for corner at the intersection of the northeast right-of-way line of Cleveland Street (a 50-foot wide right-of-way) and the southeast right-of-way line of said alley; said point being the westernmost corner of Lot 17, Block B/880 of said addition; said point also being North 41 degrees, 43 minutes, 40 seconds West, a distance of 140.00 feet from a 1/2-inch iron rod with "Pacheco Koch" cap found at the intersection of the said northeast line of Cleveland Street and the said northwest line of Sanger Avenue (a 60-foot wide right-of-way);

THENCE, North 41 degrees, 43 minutes, 40 seconds West, along the projected said northeast line of Cleveland Street, a distance of 15.00 feet to a 3/8-inch iron rod found for corner at the intersection of the said northeast line of Cleveland Street and the northwest right-of-way line of said alley; said point also being the southernmost corner of Lot 22, Block B/880 of said addition;

THENCE, North 45 degrees, 06 minutes, 20 seconds East, departing the said northeast line of Cleveland Street and along the northwest line of said alley, a distance of 142.50 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner at the intersection of the northwest line of said alley and the southwest right-of-way line of said alley; said point also being the easternmost corner of said Lot 22;

THENCE, North 41 degrees, 43 minutes, 40 seconds West, departing the northwest line of said alley and along the southwest line of said alley, a distance of 150.00 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner; said point also being the northernmost corner of Lot 24, Block B/880 of said addition, the easternmost corner of Lot 25, Block B/880 of said addition and the southernmost corner of the northwest terminus of said alley;

THENCE, North 45 degrees, 06 minutes, 20 seconds East, departing the southwest line of said alley and along said alley terminus, a distance of 15.00 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner; said point also being the southernmost corner of Lot 21, Block B/880 of said addition, the westernmost corner of Lot 20, Block B/880 of said addition and the northernmost corner of said alley terminus;

THENCE, South 41 degrees, 43 minutes, 40 seconds East, departing the said alley terminus and along the northeast right-of-way line of said alley, a distance of 150.00 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner at the intersection of the northeast line and the northwest line of said alley; said point also being the southernmost corner of Lot 18, Block B/880 of said addition;

REVIEWED BY Rve 8/a/05

EXHIBIT A-TRACT 6

ALLEY ABANDONMENT
City of Dallas Block B/880
(Continued)

THENCE, North 45 degrees, 06 minutes, 20 seconds East, departing the northeast line of said alley and along the northwest line of said alley, a distance of 142.50 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner at the intersection of the northwest line of said alley and the southwest right-of-way line of Holmes Street (a 50-foot wide right-of-way); said point also being the easternmost corner of said Lot 18;

THENCE, South 41 degrees, 43 minutes, 40 seconds East, departing the northwest line of said alley and along the projected said southwest line of Holmes Street, a distance of 15.00 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner at the intersection of the said southwest line of Holmes Street and the southeast line of said alley; said point also being the northernmost corner of Lot 12, Block B/880 of said addition;

THENCE, South 45 degrees, 06 minutes, 20 seconds West, departing the said southwest line of Holmes Street and along the southeast line of said alley, a distance of 300.00 feet to the POINT OF BEGINNING;

CONTAINING, 6,740 square feet or 0.155 acres of land, more or less.

(A survey plat of even date accompanies this description.)

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the tract of land described.

06/20/05

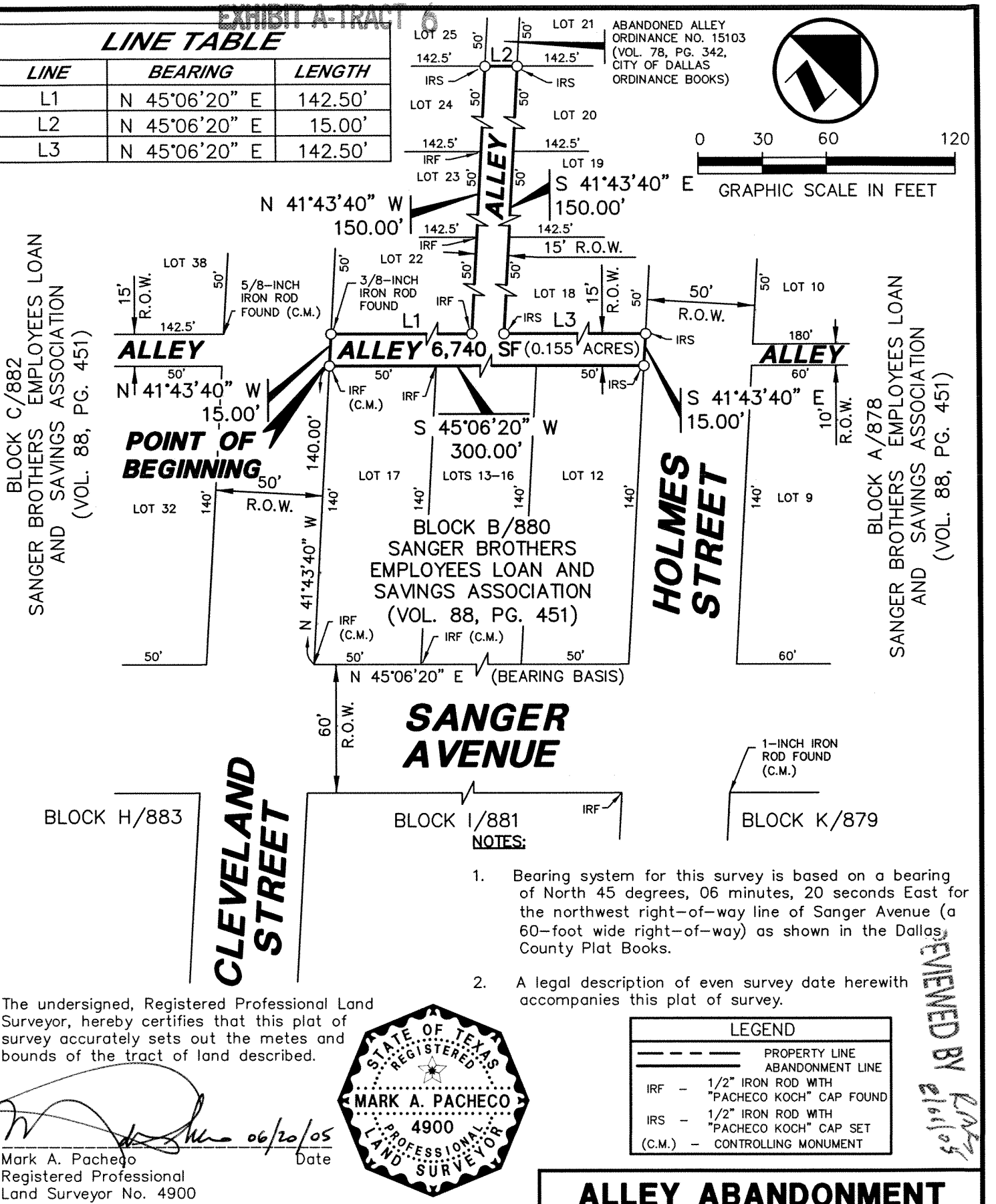
Mark A. Pacheco Date
Registered Professional Land Surveyor No. 4900
Pacheco Koch Consulting Engineers, Inc.
8350 N. Central Expwy, #1000, Dallas, TX 75206
(972) 235-3031

STATE OF TEXAS REGISTERED MARK A. PACHECO 4900 PROFESSIONAL LAND SURVEYOR

REVIEWED BY
RMA
6/6/05

EXHIBIT A-TRACT 6

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 45°06'20" E	142.50'
L2	N 45°06'20" E	15.00'
L3	N 45°06'20" E	142.50'



NOTES:

1. Bearing system for this survey is based on a bearing of North 45 degrees, 06 minutes, 20 seconds East for the northwest right-of-way line of Sanger Avenue (a 60-foot wide right-of-way) as shown in the Dallas County Plat Books.
2. A legal description of even survey date herewith accompanies this plat of survey.

LEGEND	
	PROPERTY LINE
	ABANDONMENT LINE
IRF –	1/2" IRON ROD WITH "PACHECO KOCH" CAP FOUND
IRS –	1/2" IRON ROD WITH "PACHECO KOCH" CAP SET
(C.M.) –	CONTROLLING MONUMENT

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the tract of land described.

STATE OF TEXAS REGISTERED MARK A. PACHECO 4900 PROFESSIONAL LAND SURVEYOR

06/20/05

Mark A. Pacheco Date
Registered Professional
Land Surveyor No. 4900

REVIEWED BY [illegible] 6/21/05

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
RLG	MCC/MAP	1"=60'	JUNE 2005	1204-04.082

ALLEY ABANDONMENT

LOCATED IN CITY OF DALLAS BLOCK B/880
AND BEING OUT OF THE
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495,
CITY OF DALLAS, DALLAS COUNTY, TEXAS
SHEET 3 OF 3

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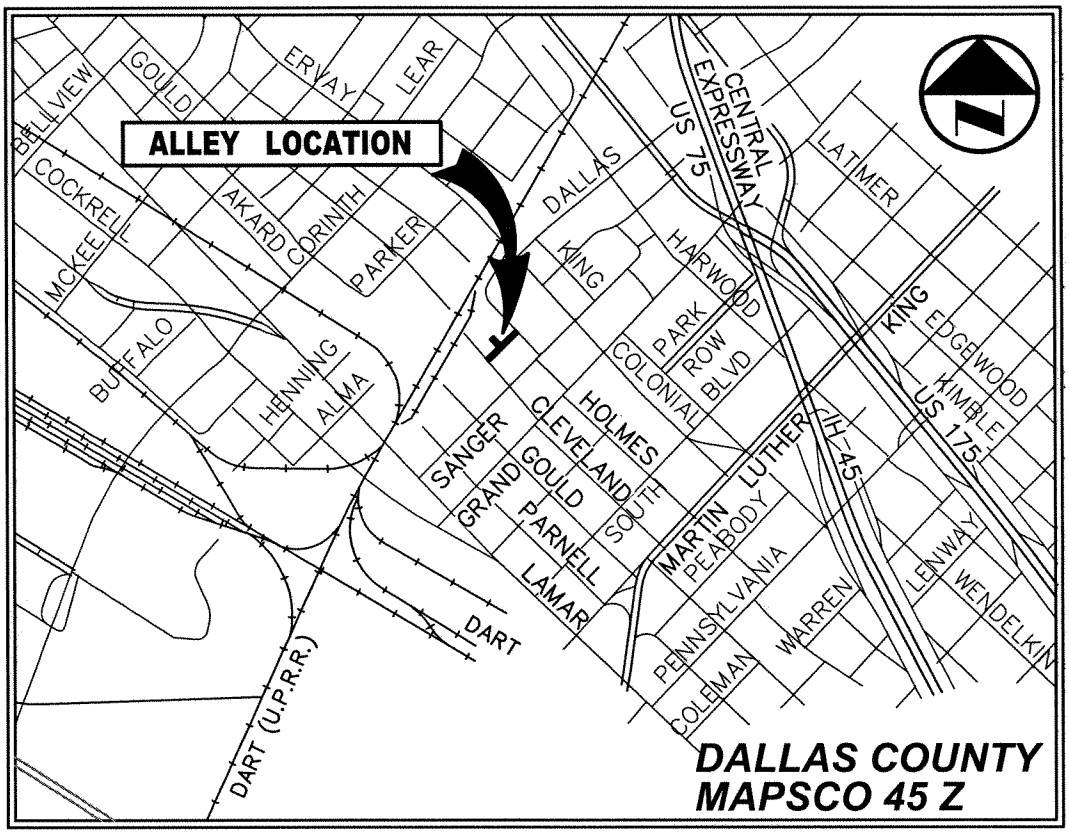
EXHIBIT A-TRACT 6



VICINITY MAP

(NOT TO SCALE)

REVIEWED BY RMZ 8/6/15

EXHIBIT A-TRACT 7

ALLEY ABANDONMENT

City of Dallas Block F/887
John Grigsby Survey, Abstract No. 495
City of Dallas, Dallas County, Texas

BEING, a 3,254 square foot (0.075 acre) tract of land situated in the John Grigsby Survey, Abstract No. 495, Dallas County, Texas; said tract being all of a 15-foot wide alley across Block No. F/887, Official Numbers of the City of Dallas, Texas as shown on the plat of the Sanger Brothers Employees Loan and Savings Association, an addition to the City of Dallas, Texas recorded in Volume 88, Page 451 of the Deed Records of Dallas County, Texas; said 3,254 square foot tract being more particularly described as follows (bearing system based on a bearing of North 45 degrees, 06 minutes, 20 seconds East for the southeast right-of-way line of Sanger Avenue as shown in the Dallas County Plat Books):

BEGINNING, at a 1/2-inch iron rod with "Pacheco Koch" cap found for corner at the intersection of the southwest right-of-way line of Parnell Street (a 50-foot wide right-of-way) and the northwest right-of-way line of said alley; said point being the easternmost corner of Lot 103, Block F/887 of said addition; said point also being South 41 degrees, 43 minutes, 40 seconds East, a distance of 142.50 feet from a 1/2-inch iron rod with "Pacheco Koch" cap found at the intersection of the said southwest line of Parnell Street and the said southeast line of Sanger Avenue (a 60-foot wide right-of-way);

THENCE, South 41 degrees, 43 minutes, 40 seconds East, along the projected said southwest line of Parnell Street, a distance of 15.00 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner at the intersection of the said southwest line of Parnell Street and the southeast right-of-way line of said alley; said point also being the northernmost corner of Lot 94, Block F/887 of said addition;

THENCE, South 45 degrees, 06 minutes, 20 seconds West, departing the said southwest line of Parnell Street and along the southeast line of said alley, a distance of 217.29 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner at the intersection of the southeast line of said alley and the northeast right-of-way line of Lamar Street (a 76-foot wide right-of-way);

THENCE, North 41 degrees, 33 minutes, 15 seconds West, departing the southeast line of said alley and along the projected said northeast line of Lamar Street, a distance of 15.00 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner at the intersection of the said northeast line of Lamar Street and the northwest line of said alley;

THENCE, North 45 degrees, 06 minutes, 20 seconds East, departing the said northeast line of Lamar Street and along the northwest line of said alley, a distance of 217.25 feet to the POINT OF BEGINNING;

CONTAINING, 3,254 square feet or 0.075 acres of land, more or less.

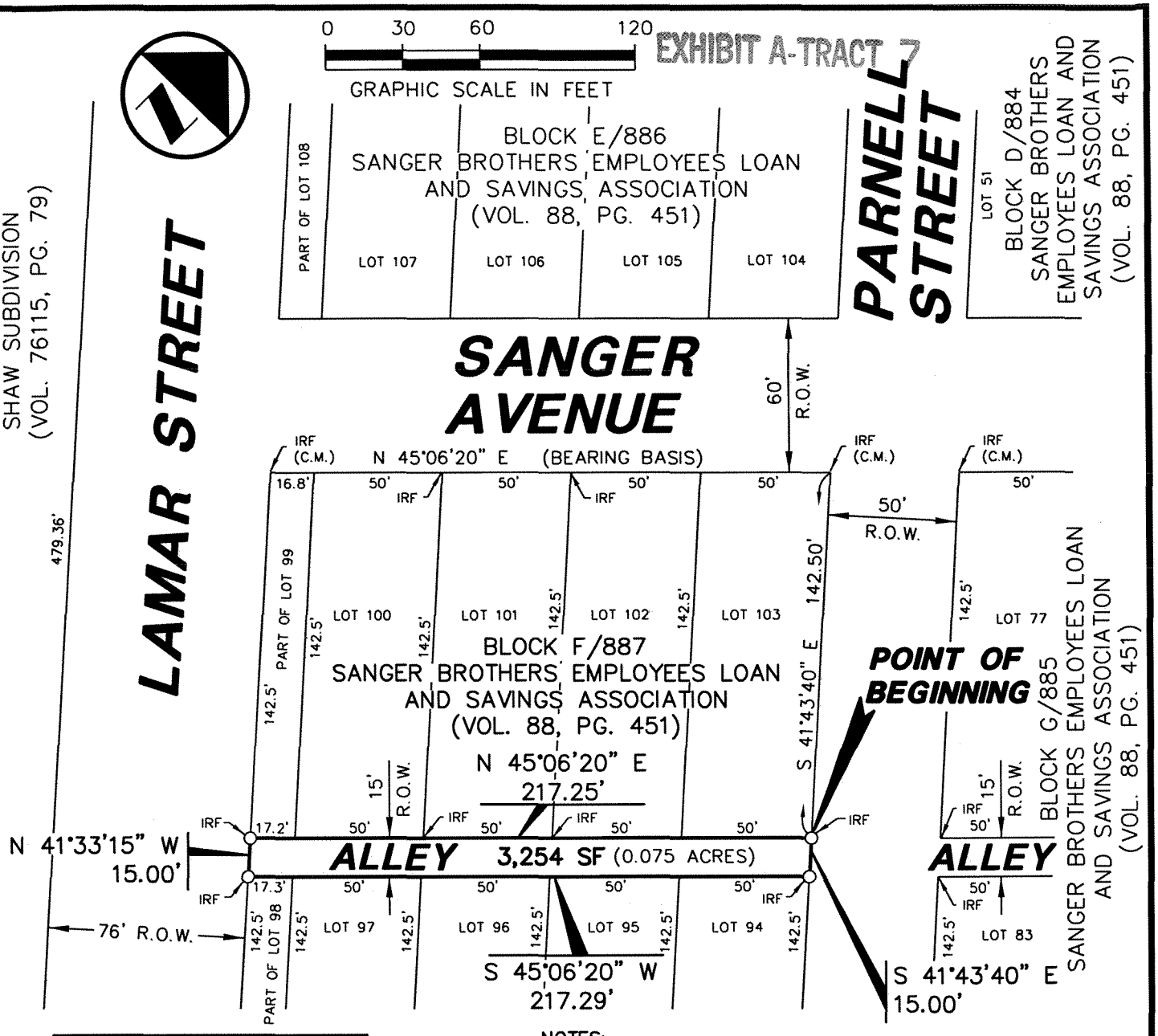
(A survey plat of even date accompanies this description.)

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the tract of land described.

06/20/05

Mark A. Pacheco Date
Registered Professional Land Surveyor No. 4900
Pacheco Koch Consulting Engineers, Inc.
8350 N. Central Expwy, #1000, Dallas, TX 75206
(972) 235-3031

REVIEWED BY RAZ 6/21/05



LEGEND	
	PROPERTY LINE
	ABANDONMENT LINE
IRF –	1/2" IRON ROD WITH "PACHECO KOCH" CAP FOUND
(C.M.) –	CONTROLLING MONUMENT

NOTES:

1. Bearing system for this survey is based on a bearing of North 45 degrees, 06 minutes, 20 seconds East for the southeast right-of-way line of Sanger Avenue (a 60-foot wide right-of-way) as shown in the Dallas County Plat Books.
2. A legal description of even survey date herewith accompanies this plat of survey.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the tract of land described.

STATE OF TEXAS
REGISTERED
MARK A. PACHECO
4900
PROFESSIONAL
LAND SURVEYOR

06/20/05

Mark A. Pacheco
Registered Professional
Land Surveyor No. 4900

Date

REVIEWED BY

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
RLG	MCC/MAP	1"=60'	JUNE 2005	1204-04.082

ALLEY ABANDONMENT

LOCATED IN CITY OF DALLAS BLOCK F/887
AND BEING OUT OF THE
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS
SHEET 2 OF 2

DWG FILE: 1204-04-082E3.DWG

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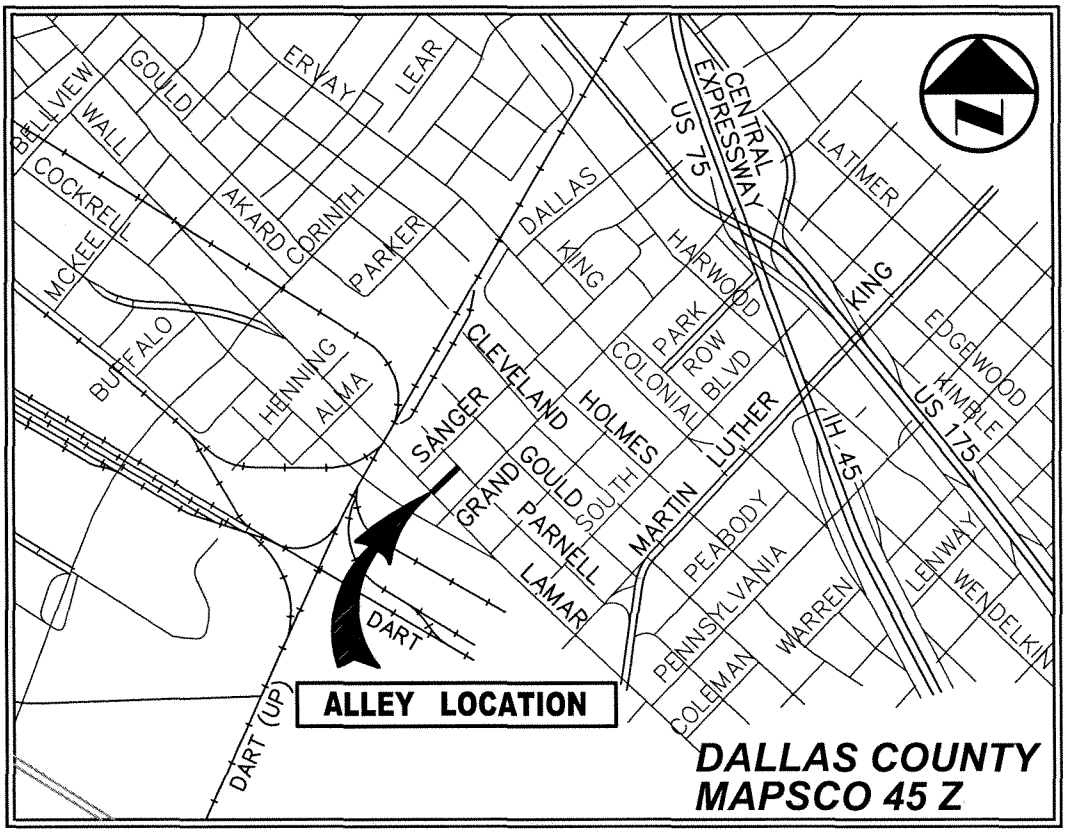
EXHIBIT A-TRACT 7



VICINITY MAP

(NOT TO SCALE)

REVIEWED BY 8/6/05

EXHIBIT A-TRACT 8

ALLEY ABANDONMENT

City of Dallas Block G/885
John Grigsby Survey, Abstract No. 495
City of Dallas, Dallas County, Texas

BEING, a 4,493 square foot (0.103 acre) tract of land situated in the John Grigsby Survey, Abstract No. 495, Dallas County, Texas; said tract being all of a 15-foot wide alley across Block No. G/885, Official Numbers of the City of Dallas, Texas as shown on the plat of the Sanger Brothers Employees Loan and Savings Association, an addition to the City of Dallas, Texas recorded in Volume 88, Page 451 in the Deed Records of Dallas County, Texas; said 4,493 square foot tract being more particularly described as follows (bearing system based on a bearing of North 45 degrees, 06 minutes, 20 seconds East for the southeast right-of-way line of Sanger Avenue as shown in the Dallas County Plat Books):

BEGINNING, at a 1/2-inch iron rod with "Pacheco Koch" cap found for corner at the intersection of the southwest right-of-way line of Gould Street (a 50-foot wide right-of-way) and the northwest right-of-way line of said alley; said point being the easternmost corner of Lot 72, Block G/885 of said addition; said point also being South 41 degrees, 43 minutes, 40 seconds East, a distance of 142.50 feet from a 1/2-inch iron rod with "Pacheco Koch" cap found at the intersection of the said southwest line of Gould Street and the said southeast line of Sanger Avenue (a 60-foot wide right-of-way);

THENCE, South 41 degrees, 43 minutes, 40 seconds East, along the projected said southwest line of Gould Street, a distance of 15.00 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner at the intersection of the said southwest line of Gould Street and the southeast right-of-way line of said alley; said point also being the northernmost corner of Lot 78, Block G/885 of said addition;

THENCE, South 45 degrees, 06 minutes, 20 seconds West, departing the said southwest line of Gould Street and along the southeast line of said alley, a distance of 300.00 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner at the intersection of the southeast line of said alley and the northeast right-of-way line of Parnell Street (a 50-foot wide right-of-way); said point also being the westernmost corner of Lot 83, Block G/885 of said addition;

THENCE, North 41 degrees, 43 minutes, 40 seconds West, departing the southeast line of said alley and along the projected said northeast line of Parnell Street, a distance of 15.00 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner at the intersection of the said northeast line of Parnell Street and the northwest line of said alley; said point also being the southernmost corner of Lot 77, Block G/885 of said addition;

THENCE, North 45 degrees, 06 minutes, 20 seconds East, departing the said northeast line of Parnell Street and along the northwest line of said alley, a distance of 300.00 feet to the POINT OF BEGINNING;

CONTAINING, 4,493 square feet or 0.103 acres of land, more or less.

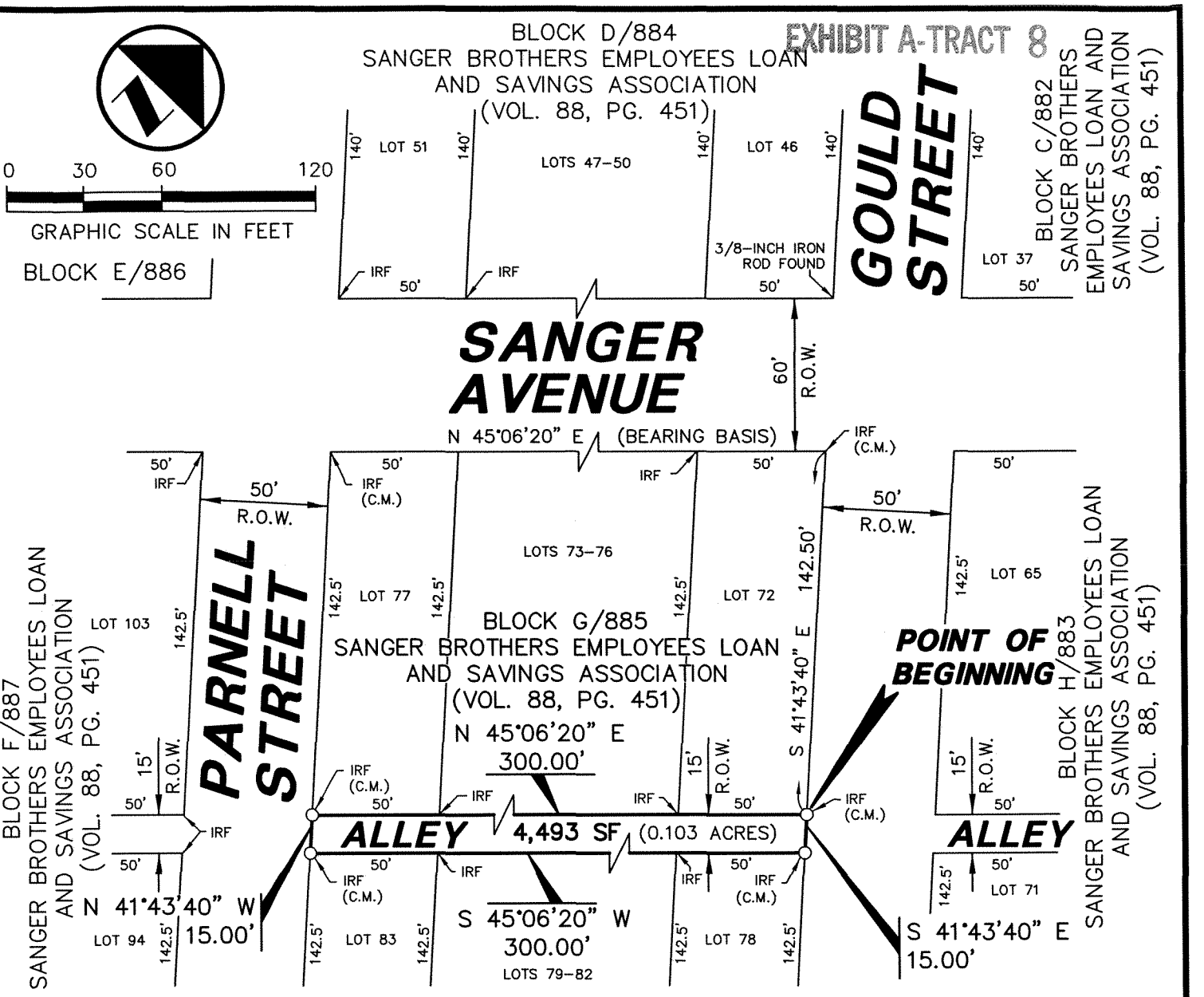
(A survey plat of even date accompanies this description.)

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the tract of land described.

06/20/05

Mark A. Pacheco Date
Registered Professional Land Surveyor No. 4900
Pacheco Koch Consulting Engineers, Inc.
8350 N. Central Expwy, #1000, Dallas, TX 75206
(972) 235-3031

REVIEWED BY RMZ 6/21/05



LEGEND	
	PROPERTY LINE
	ABANDONMENT LINE
IRF –	1/2" IRON ROD WITH "PACHECO KOCH" CAP FOUND
(C.M.) –	CONTROLLING MONUMENT

NOTES:

1. Bearing system for this survey is based on a bearing of North 45 degrees, 06 minutes, 20 seconds East for the southeast right-of-way line of Sanger Avenue (a 60-foot wide right-of-way) as shown in the Dallas County Plat Books.
2. A legal description of even survey date herewith accompanies this plat of survey.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the tract of land described.

STATE OF TEXAS
REGISTERED
MARK A. PACHECO
4900
PROFESSIONAL
LAND SURVEYOR

06/20/05

Mark A. Pacheco
Registered Professional
Land Surveyor No. 4900

Date

REVIEWED BY RME 6/20/05

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
RLG	MCC/MAP	1"=60'	JUNE 2005	1204-04.082

ALLEY ABANDONMENT

LOCATED IN CITY OF DALLAS BLOCK G/885
AND BEING OUT OF THE
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS
SHEET 2 OF 2

DWG FILE: 1204-04-082E4.DWG

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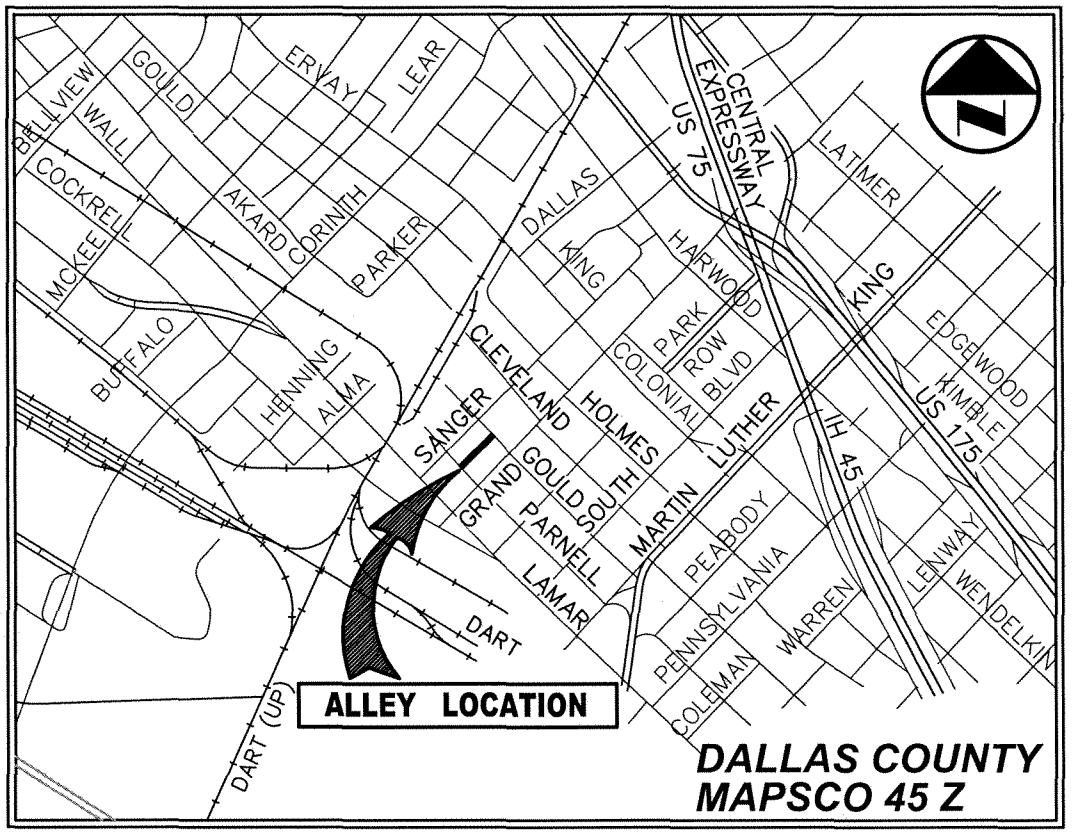
EXHIBIT A-TRACT 8



VICINITY MAP

(NOT TO SCALE)

REVIEWED BY 8/01/15

EXHIBIT A-TRACT 9

ALLEY ABANDONMENT

City of Dallas Block H/883
John Grigsby Survey, Abstract No. 495
City of Dallas, Dallas County, Texas

BEING, a 4,493 square foot (0.103 acre) tract of land situated in the John Grigsby Survey, Abstract No. 495, Dallas County, Texas; said tract being all of a 15-foot wide alley across Block No. H/883, Official Numbers of the City of Dallas, Texas as shown on the plat of the Sanger Brothers Employees Loan and Savings Association, an addition to the City of Dallas, Texas recorded in Volume 88, Page 451 of the Deed Records of Dallas County, Texas; said 4,493 square foot tract being more particularly described as follows (bearing system based on a bearing of North 45 degrees, 06 minutes, 20 seconds East for the southeast right-of-way line of Sanger Avenue as shown in the Dallas County Plat Books):

BEGINNING, at a 1/2-inch iron rod with "Pacheco Koch" cap set for corner at the intersection of the southwest right-of-way line of Cleveland Street (a 50-foot wide right-of-way) and the northwest right-of-way line of said alley; said point being the easternmost corner of Lot 60, Block H/883 of said addition; said point also being South 41 degrees, 43 minutes, 40 seconds East, a distance of 142.50 feet from the intersection of the said southwest line of Cleveland Street and the said southeast line of Sanger Avenue (a 60-foot wide right-of-way);

THENCE, South 41 degrees, 43 minutes, 40 seconds East, along the projected said southwest line of Cleveland Street, a distance of 15.00 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner at the intersection of the said southwest line of Cleveland Street and the southeast right-of-way line of said alley; said point also being the northernmost corner of Lot 66, Block H/883 of said addition;

THENCE, South 45 degrees, 06 minutes, 20 seconds West, departing the said southwest line of Cleveland Street and along the southeast line of said alley, a distance of 300.00 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner at the intersection of the southeast line of said alley and the northeast right-of-way line of Gould Street (a 50-foot wide right-of-way); said point also being the westernmost corner of Lot 71, Block H/883 of said addition;

THENCE, North 41 degrees, 43 minutes, 40 seconds West, departing the southeast line of said alley and along the projected said northeast line of Gould Street, a distance of 15.00 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner at the intersection of the said northeast line of Gould Street and the northwest line of said alley; said point also being the southernmost corner of Lot 65, Block H/883 of said addition;

THENCE, North 45 degrees, 06 minutes, 20 seconds East, departing the said northeast line of Gould Street and along the northwest line of said alley, a distance of 300.00 feet to the POINT OF BEGINNING;

CONTAINING, 4,493 square feet or 0.103 acres of land, more or less.

(A survey plat of even date accompanies this description.)

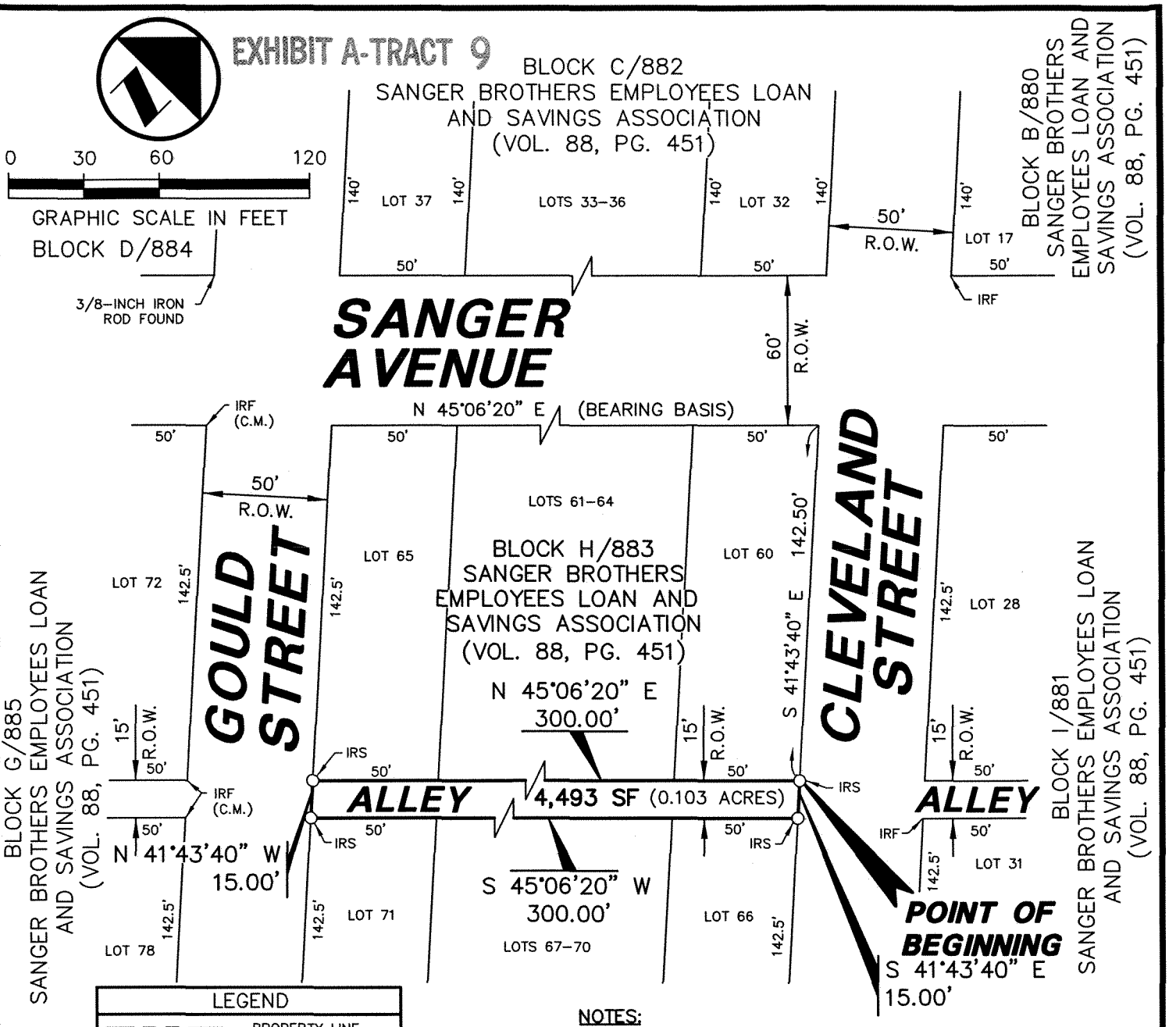
The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the tract of land described.

06/20/05

Mark A. Pacheco Date
Registered Professional Land Surveyor No. 4900
Pacheco Koch Consulting Engineers, Inc.
8350 N. Central Expwy, #1000, Dallas, TX 75206
(972) 235-3031

REVIEWED BY 6/01/05

EXHIBIT A-TRACT 9



LEGEND	
	PROPERTY LINE
	ABANDONMENT LINE
IRF –	1/2" IRON ROD WITH "PACHECO KOCH" CAP FOUND
IRS –	1/2" IRON ROD WITH "PACHECO KOCH" CAP SET
(C.M.) –	CONTROLLING MONUMENT

NOTES:

1. Bearing system for this survey is based on a bearing of North 45 degrees, 06 minutes, 20 seconds East for the southeast right-of-way line of Sanger Avenue (a 60-foot wide right-of-way) as shown in the Dallas County Plat Books.
2. A legal description of even survey date herewith accompanies this plat of survey.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the tract of land described.

06/20/05
Mark A. Pacheco Date
Registered Professional
Land Surveyor No. 4900

STATE OF TEXAS
REGISTERED
MARK A. PACHECO
4900
PROFESSIONAL
LAND SURVEYOR

REVIEWED BY RMF 8/01/05

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
RLG	MCC/MAP	1"=60'	JUNE 2005	1204-04.082

ALLEY ABANDONMENT

LOCATED IN CITY OF DALLAS BLOCK H/883
AND BEING OUT OF THE
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS
SHEET 2 OF 2

DWG FILE: 1204-04-082E5.DWG

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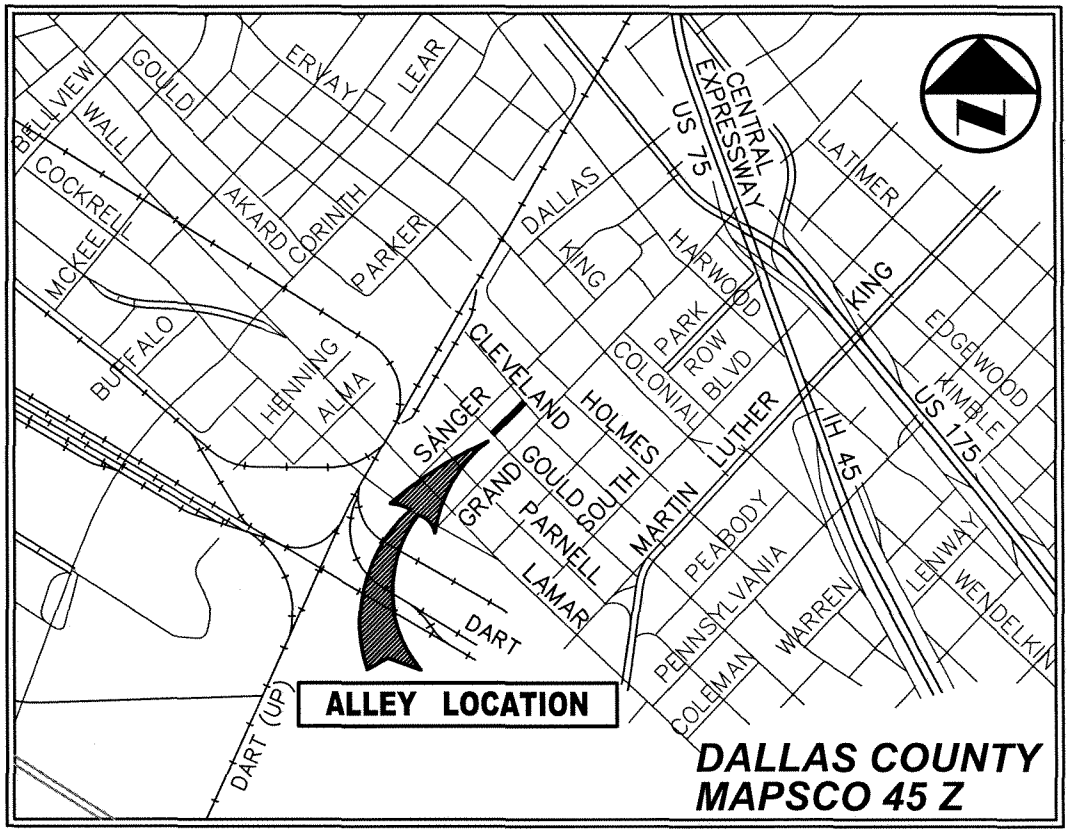
EXHIBIT A-TRACT 9



VICINITY MAP

(NOT TO SCALE)

REVIEWED BY RMS 8/01/05

EXHIBIT A-TRACT 10

ALLEY ABANDONMENT

City of Dallas Block I/881
John Grigsby Survey, Abstract No. 495
City of Dallas, Dallas County, Texas

BEING, a 4,493 square foot (0.103 acre) tract of land situated in the John Grigsby Survey, Abstract No. 495, Dallas County, Texas; said tract being all of a 15-foot wide alley across Block No. I/881, Official Numbers of the City of Dallas, Texas as shown on the plat of the Sanger Brothers Employees Loan and Savings Association, an addition to the City of Dallas, Texas recorded in Volume 88, Page 451 of the Deed Records of Dallas County, Texas; said 4,493 square foot tract being more particularly described as follows (bearing system based on a bearing of North 45 degrees, 06 minutes, 20 seconds East for the southeast right-of-way line of Sanger Avenue as shown in the Dallas County Plat Books):

BEGINNING, at a 1/2-inch iron rod with "Pacheco Koch" cap set for corner at the intersection of the southwest right-of-way line of Holmes Street (a 50-foot wide right-of-way) and the northwest right-of-way line of said alley; said point being the easternmost corner of Lot 86, Block I/881 of said addition; said point also being South 41 degrees, 43 minutes, 40 seconds East, a distance of 142.50 feet from the intersection of the said southwest line of Holmes Street and the said southeast line of Sanger Avenue (a 60-foot wide right-of-way);

THENCE, South 41 degrees, 43 minutes, 40 seconds East, along the projected said southwest line of Holmes Street, a distance of 15.00 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner at the intersection of the said southwest line of Holmes Street and the southeast right-of-way line of said alley; said point also being the northernmost corner of Lot 89, Block I/881 of said addition;

THENCE, South 45 degrees, 06 minutes, 20 seconds West, departing the said southwest line of Holmes Street and along the southeast line of said alley, a distance of 300.00 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner at the intersection of the southeast line of said alley and the northeast right-of-way line of Cleveland Street (a 50-foot wide right-of-way); said point also being the westernmost corner of Lot 31, Block I/881 of said addition;

THENCE, North 41 degrees, 43 minutes, 40 seconds West, departing the southeast line of said alley and along the projected said northeast line of Cleveland Street, a distance of 15.00 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner at the intersection of the said northeast line of Cleveland Street and the northwest line of said alley; said point also being the southernmost corner of Lot 28, Block I/881 of said addition;

THENCE, North 45 degrees, 06 minutes, 20 seconds East, departing the said northeast line of Cleveland Street and along the northwest line of said alley, a distance of 300.00 feet to the POINT OF BEGINNING;

CONTAINING, 4,493 square feet or 0.103 acres of land, more or less.

(A survey plat of even date accompanies this description.)

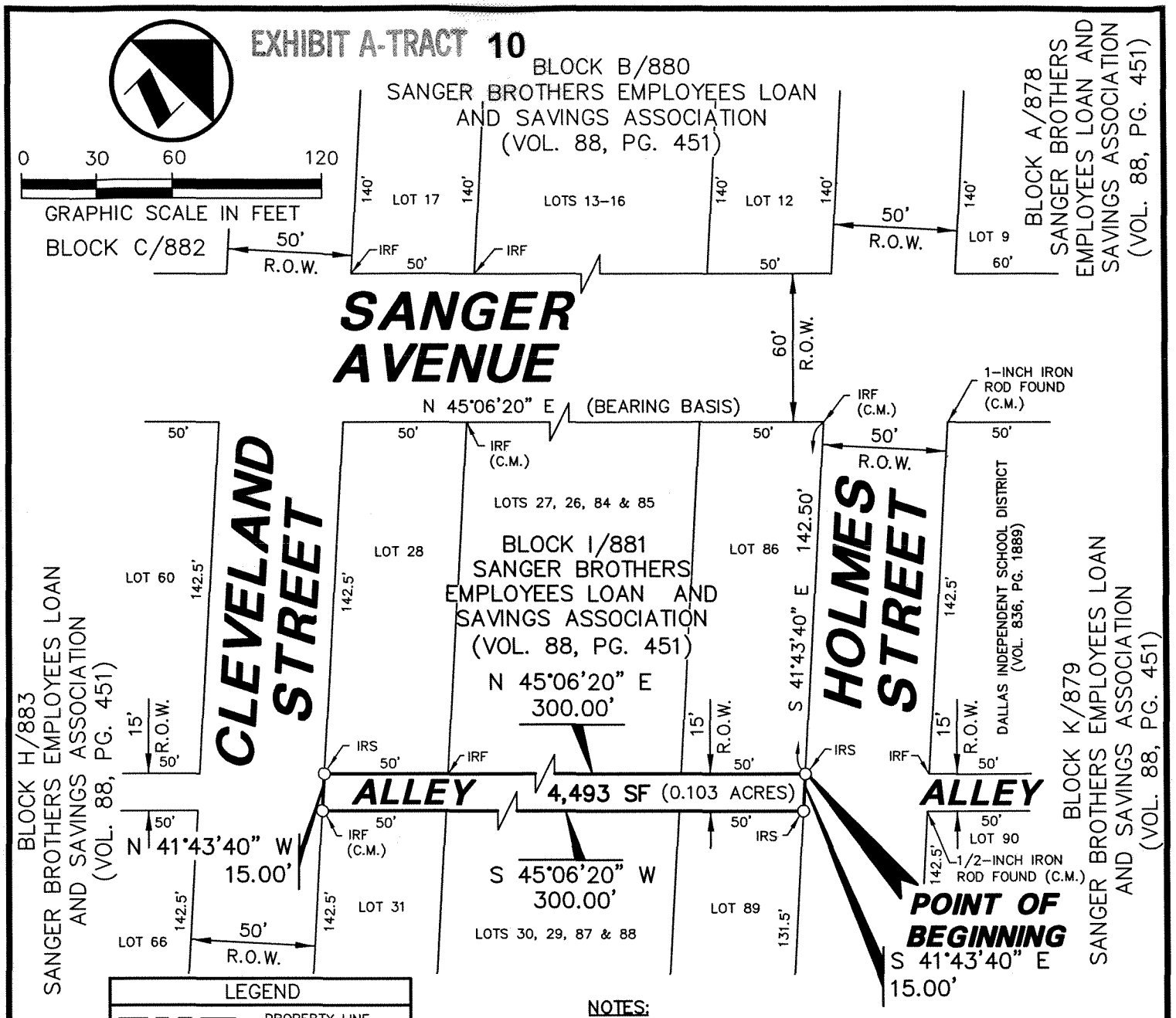
The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the tract of land described.

06/20/05

Mark A. Pacheco Date
Registered Professional Land Surveyor No. 4900
Pacheco Koch Consulting Engineers, Inc.
8350 N. Central Expwy, #1000, Dallas, TX 75206
(972) 235-3031

REVIEWED BY RMC 8/01/05

EXHIBIT A-TRACT 10



LEGEND	
	PROPERTY LINE
	ABANDONMENT LINE
IRF –	1/2" IRON ROD WITH "PACHECO KOCH" CAP FOUND
IRS –	1/2" IRON ROD WITH "PACHECO KOCH" CAP SET
(C.M.) –	CONTROLLING MONUMENT

NOTES:

1. Bearing system for this survey is based on a bearing of North 45 degrees, 06 minutes, 20 seconds East for the southeast right-of-way line of Sanger Avenue (a 60-foot wide right-of-way) as shown in the Dallas County Plat Books.
2. A legal description of even survey date herewith accompanies this plat of survey.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the tract of land described.

06/20/05

Mark A. Pacheco Date
Registered Professional
Land Surveyor No. 4900

STATE OF TEXAS
REGISTERED
MARK A. PACHECO
4900
PROFESSIONAL
LAND SURVEYOR

REVIEWED BY 6/21/05

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
RLG	MCC/MAP	1"=60'	JUNE 2005	1204-04.082

ALLEY ABANDONMENT

LOCATED IN CITY OF DALLAS BLOCK I/881
AND BEING OUT OF THE
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS
SHEET 2 OF 2

DWG FILE: 1204-04-082E6.DWG

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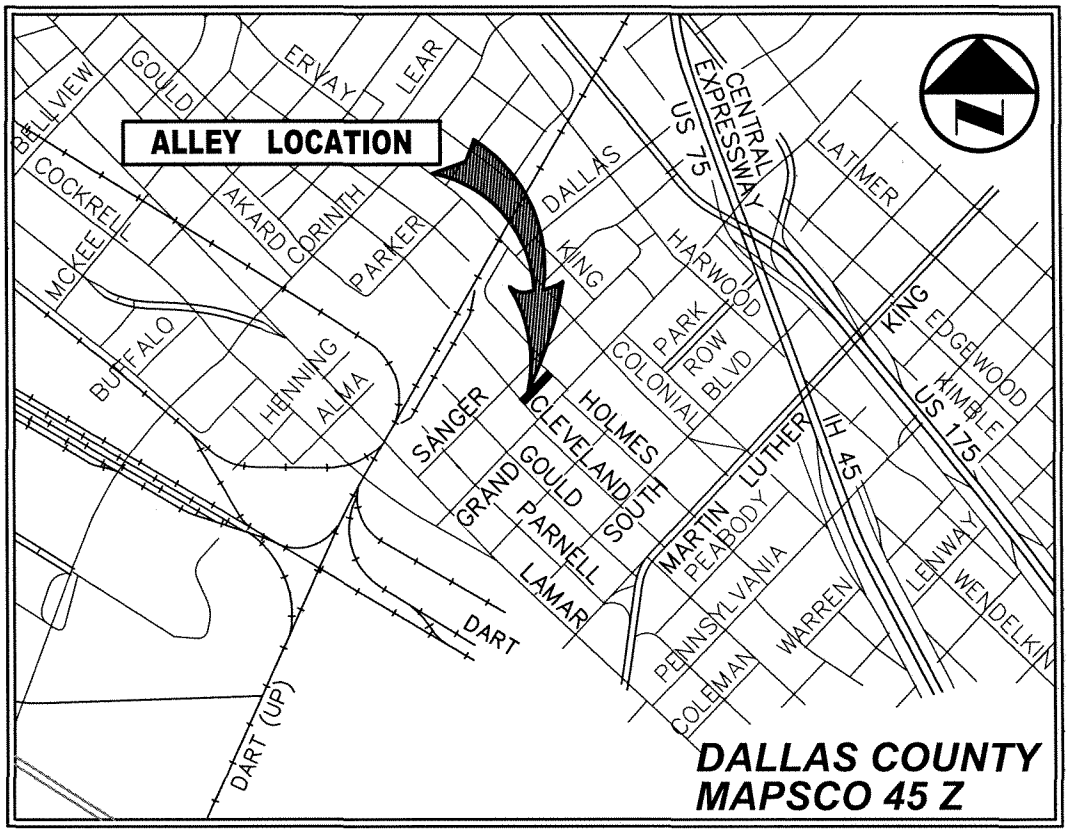
EXHIBIT A-TRACT 10



VICINITY MAP

(NOT TO SCALE)

REVIEWED BY RJE 8/10/05

EXHIBIT A-TRACT 11

ALLEY ABANDONMENT

City of Dallas Block K/879
John Grigsby Survey, Abstract No. 495
City of Dallas, Dallas County, Texas

BEING, a 5,354 square foot (0.123 acre) tract of land situated in the John Grigsby Survey, Abstract No. 495, Dallas County, Texas; said tract being all of a 15-foot wide alley across Block No. K/879, Official Numbers of the City of Dallas, Texas as shown on the plat of the Sanger Brothers Employees Loan and Savings Association, an addition to the City of Dallas, Texas recorded in Volume 88, Page 451 of the Deed Records of Dallas County, Texas; said 5,354 square foot tract being more particularly described as follows (bearing system based on a bearing of North 41 degrees, 43 minutes, 40 seconds West for the northeast right-of-way line of Holmes Street as shown in the Dallas County Plat Books):

BEGINNING, at a 1/2-inch iron rod found for corner at the intersection of the northeast right-of-way line of Holmes Street (a 50-foot wide right-of-way) and the southeast right-of-way line of said alley; said point being the westernmost corner of Lot 90, Block K/879 of said addition; said point also being North 41 degrees, 43 minutes, 40 seconds West, a distance of 142.50 feet from a "+" cut in concrete found at the intersection of the said northeast line of Holmes Street and the northwest right-of-way line of Grand Avenue (a variable width right-of-way);

THENCE, North 41 degrees, 43 minutes, 40 seconds West, along the projected said northeast line of Holmes Street, a distance of 15.00 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner at the intersection of the said northeast line of Holmes Street and the northwest right-of-way line of said alley; said point also being the southernmost corner of that certain tract of land described in Warranty Deed to the Dallas Independent School District recorded in Volume 836, Page 1889 of said Deed Records;

THENCE, North 45 degrees, 05 minutes, 25 seconds East, departing the said northeast line of Holmes Street and along the northwest line of said alley, a distance of 215.00 feet to a "+" cut in concrete found for corner at the intersection of the northwest line of said alley and the northeast right-of-way line of said alley; said point being in the southwest line of Lot 4, Block K/879 of said addition; said point also being the most southerly northeast corner of that certain tract of land described in Warranty Deed to the Dallas Independent School District recorded in Volume 780, Page 1096 of said Deed Records;

THENCE, South 41 degrees, 43 minutes, 40 seconds East, departing the northwest line of said alley and along the northeast line of said alley, a distance of 157.50 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner at the intersection of the northeast line of said alley and the said northwest line of Grand Avenue; said point also being the southernmost corner of Lot 6, Block K/879 of said addition;

THENCE, South 45 degrees, 05 minutes, 25 seconds West, departing the northeast line of said alley and along the projected said northwest line of Grand Avenue, a distance of 15.00 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner at the intersection of the said northwest line of Grand Avenue and the southwest right-of-way line of said alley; said point also being the easternmost corner of Lot 93, Block K/879 of said addition;

REVIEWED BY RMC 8/04/05

EXHIBIT A-TRACT 11

ALLEY ABANDONMENT
City of Dallas Block K/879
(Continued)

THENCE, North 41 degrees, 43 minutes, 40 seconds West, departing the said northwest line of Grand Avenue and along the southwest line of said alley, a distance of 142.50 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner at the intersection of the southwest line and the southeast line of said alley; said point also being the northernmost corner of said Lot 93;

THENCE, South 45 degrees, 05 minutes, 25 seconds West, departing the southwest line of said alley and along the southeast line of said alley, a distance of 200.00 feet to the POINT OF BEGINNING;

CONTAINING, 5,354 square feet or 0.123 acres of land, more or less.

(A survey plat of even date accompanies this description.)

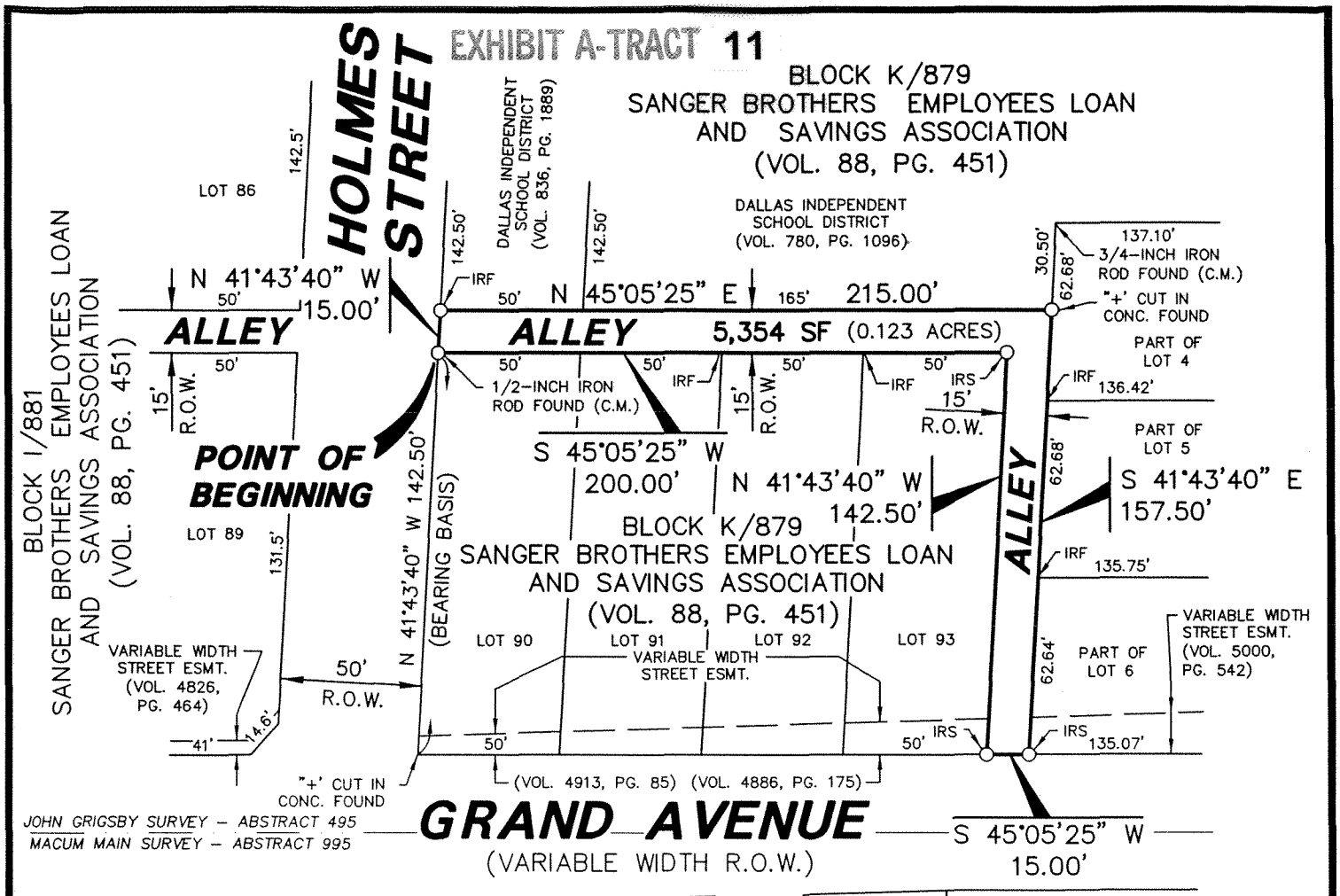
The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the tract of land described.

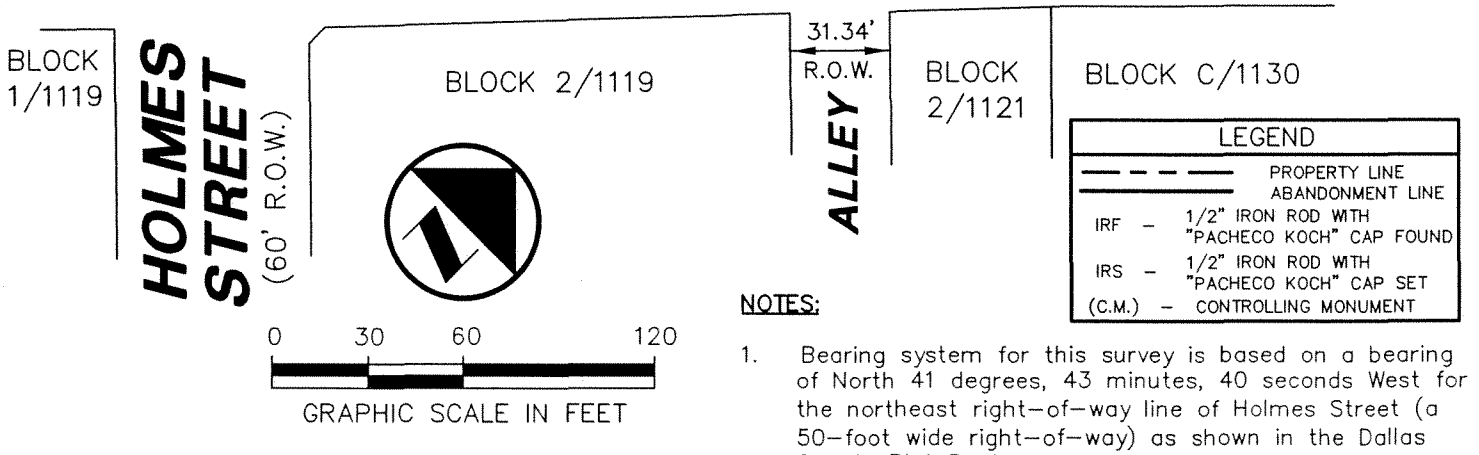
06/20/05

Mark A. Pacheco Date
Registered Professional Land Surveyor No. 4900
Pacheco Koch Consulting Engineers, Inc.
8350 N. Central Expwy, #1000, Dallas, TX 75206
(972) 235-3031

REVIEWED BY RMS 8/16/05

EXHIBIT A-TRACT 11





LEGEND		
		PROPERTY LINE
		ABANDONMENT LINE
IRF	–	1/2" IRON ROD WITH "PACHECO KOCH" CAP FOUND
IRS	–	1/2" IRON ROD WITH "PACHECO KOCH" CAP SET
(C.M.)	–	CONTROLLING MONUMENT

NOTES:

1. Bearing system for this survey is based on a bearing of North 41 degrees, 43 minutes, 40 seconds West for the northeast right-of-way line of Holmes Street (a 50-foot wide right-of-way) as shown in the Dallas County Plat Books.
2. A legal description of even survey date herewith accompanies this plat of survey.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the tract of land described.

STATE OF TEXAS REGISTERED MARK A. PACHECO 4900 PROFESSIONAL LAND SURVEYOR

06/20/05

Mark A. Pacheco
Registered Professional
Land Surveyor No. 4900
Date

REVIEWED BY RME 8/01/05

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
RLG	MCC/MAP	1"=60'	JUNE 2005	1204-04.082

ALLEY ABANDONMENT

LOCATED IN CITY OF DALLAS BLOCK K/879
AND BEING OUT OF THE
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS
SHEET 3 OF 3

DWG FILE: 1204-04-082E8.DWG

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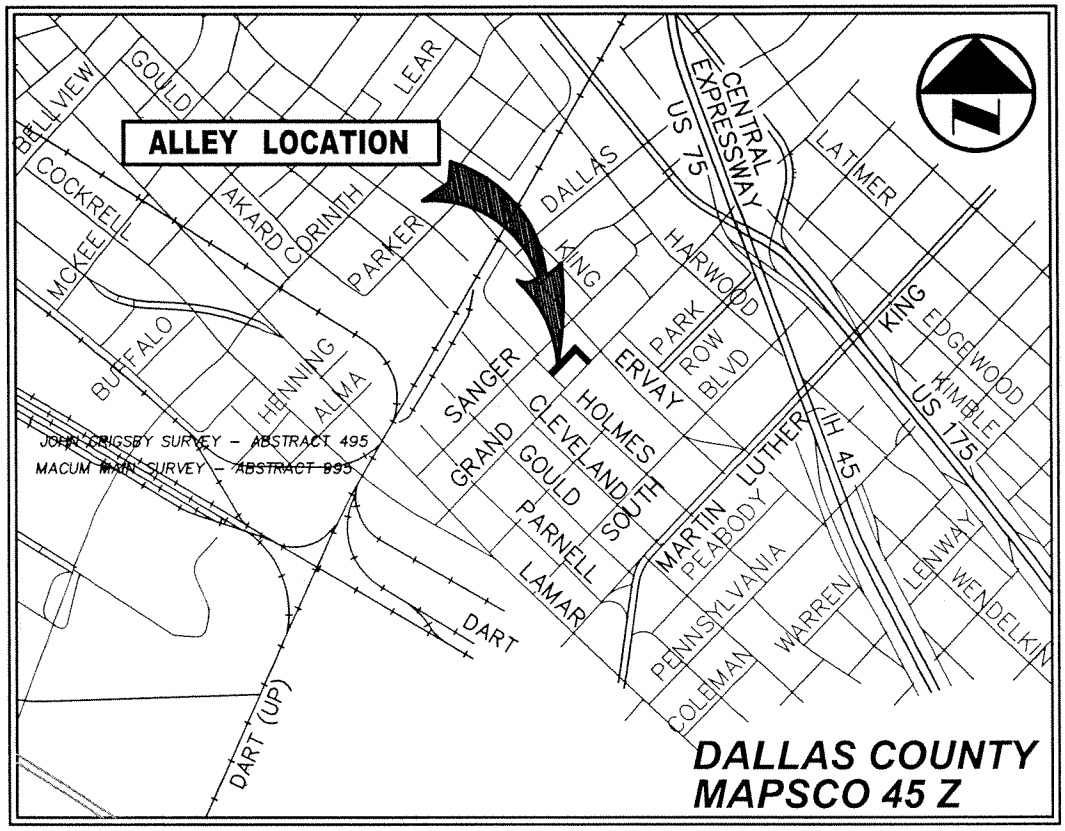
EXHIBIT A-TRACT 11



VICINITY MAP

(NOT TO SCALE)

REVIEWED BY RMG 8/01/05

EXHIBIT A-TRACT 12

ALLEY ABANDONMENT

City of Dallas Block 876
J.W. Roodhouse Addition
John Grigsby Survey, Abstract No. 495
City of Dallas, Dallas County, Texas

BEING, a 603 square foot (0.014 acre) tract of land situated in the John Grigsby Survey, Abstract No. 495, Dallas County, Texas; said tract being all of the remainder of a 15-foot wide alley across Block 876 as shown on the plat of the J.W. Roodhouse Addition, an addition to the City of Dallas, Texas according to the amended plat recorded in Volume 90, Page 103 of the Deed Records of Dallas County, Texas; said 603 square foot acre tract being more particularly described as follows (Bearing system for this survey is based on a bearing of South 41 minutes, 43 degrees, 40 seconds East for the southwest right-of-way line of Holmes Street as shown in the Dallas County Plat Books):

BEGINNING, at a 1/2-inch iron rod with "Pacheco Koch" cap found for corner in the southeast right-of-way line of the Dallas Area Rapid Transit (a variable width right-of-way as described in Deed recorded in Volume 88083, Page 4905 of said Deed Records); said point being the westernmost corner of Lot 16 1/2 of said Block 876 and a west corner of a portion of that certain property described in Deed (Without Warranty) to the Dallas Area Rapid Transit recorded in Volume 2003207, Page 8979 of said Deed Records; said point also being South 30 degrees, 45 minutes, 01 seconds West, a distance of 149.21 feet from a 1/2-inch iron rod with "Pacheco Koch" cap found at the northernmost corner of said Lot 16 1/2 and at the intersection of the said southeast line of the Dallas Area Rapid Transit and the said southwest line of Holmes Street (a 50-foot wide right-of-way);

THENCE, South 41 degrees, 43 minutes, 40 seconds East, departing the said southeast line of the Dallas Area Rapid Transit and along the southwest line of said Lot 16 1/2, the southwest line of Lot 16 of said Block 876 and a southwest line of the second referenced Dallas Area Rapid Transit tract, at a distance of 7.95 feet passing the southernmost corner of said Lot 16 1/2 and the westernmost corner of said Lot 16, continuing in all a total distance of 41.15 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner; said point being a south corner of the second referenced Dallas Area Rapid Transit tract and the northernmost corner of the northwest terminus of that certain portion of a 15-foot wide alley abandoned by City of Dallas Ordinance No. 15103, recorded in Volume 78, Page 342 of the City of Dallas Ordinance Books; said point also being the beginning of a non-tangent curve to the left;

THENCE, in a southwesterly direction, departing the said southwest line of Lot 16 and the said southwest line of the second referenced Dallas Area Rapid Transit tract and along the said alley terminus and said curve to the left, having a central angle of 00 degrees, 18 minutes, 28 seconds, a radius of 2,840.00 feet, a chord bearing and distance of South 37 degrees, 24 minutes, 10 seconds West, 15.25 feet, an arc distance of 15.25 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner in the northeast line of Lot 12 1/2 of said Block 876; said point being the southernmost corner of said alley terminus and an east corner of the second referenced Dallas Area Rapid Transit tract;

(For SPRG use only)
Reviewed By: _____
Date: _____
SPRG NO: _____

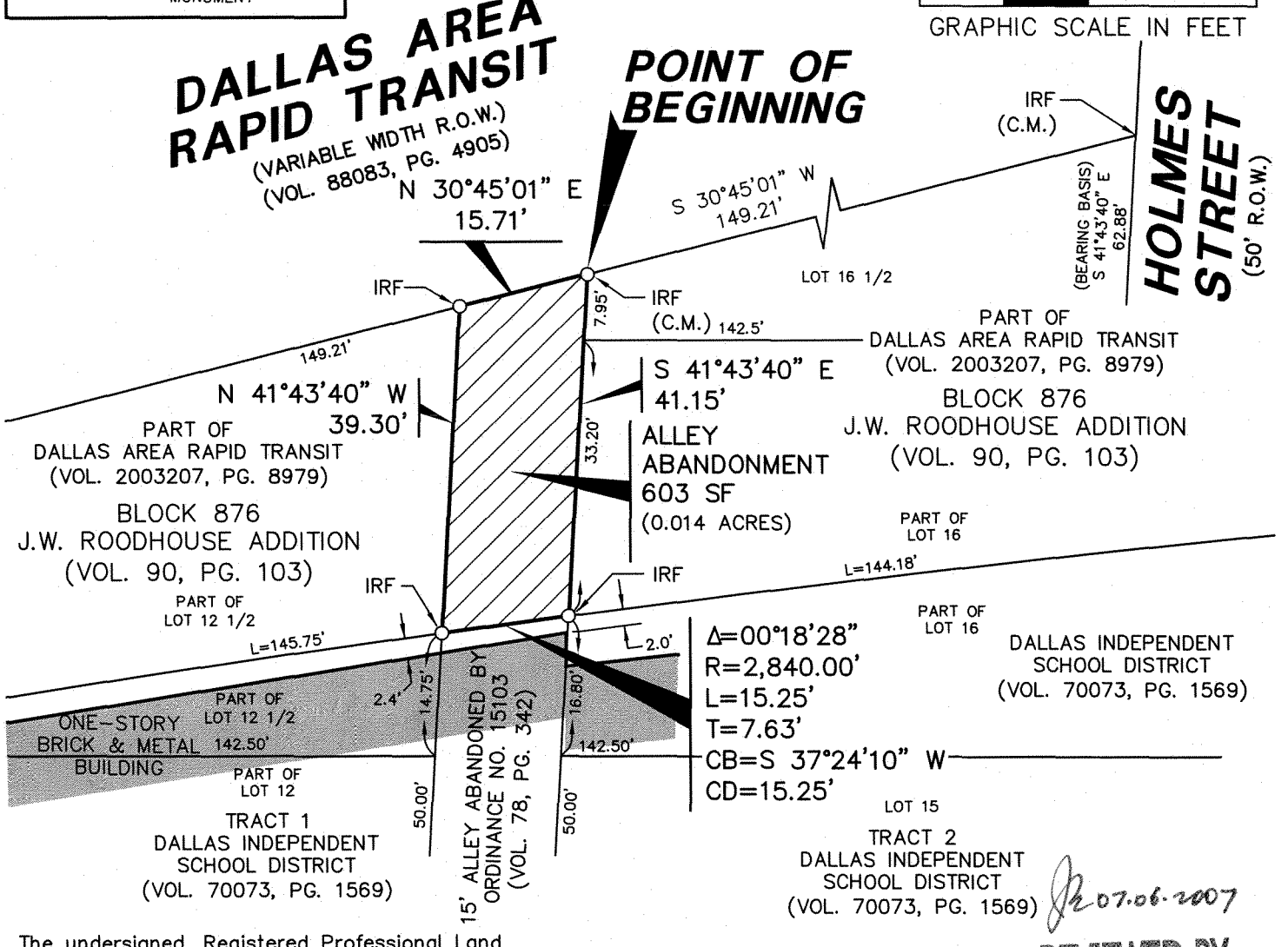
REVIEWED BY
07.06.2007

EXHIBIT A-TRACT 12

LEGEND	
———	PROPERTY LINE
———	ABANDONMENT LINE
IRF	1/2-INCH IRON ROD W/ "PACHECO KOCH" CAP FOUND
(C.M.)	CONTROLLING MONUMENT

0 10 20 40

GRAPHIC SCALE IN FEET



07.06.2007
REVIEWED BY

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the tract of land described.

STATE OF TEXAS
REGISTERED
MICHAEL C. CLOVER
5225
PROFESSIONAL
LAND SURVEYOR

07/03/07

Michael C. Clover Date
Registered Professional
Land Surveyor No. 5225

NOTES:

1. Bearing system for this survey is based on a bearing of South 41 degrees, 43 minutes, 40 seconds East for the southwest right-of-way line of Holmes Street (a 50-foot wide right-of-way) as shown in the Dallas County Plat Books.
2. A legal description of even survey date herewith accompanies this plat of survey.

(For SPRG use only)
Reviewed By: _____
Date: _____
SPRG NO: _____

REVISED

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
JT	MCC	1"=20'	APRIL 2007	1204-05-213

ALLEY ABANDONMENT

LOCATED IN CITY OF DALLAS BLOCK 876
J.W. ROODHOUSE ADDITION
AND BEING OUT OF THE
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495,
CITY OF DALLAS, DALLAS COUNTY, TEXAS
SHEET 3 OF 4

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DWG FILE: 1204-05-213EX1.DW

ALLEY ABANDONMENT
City of Dallas Block 876
J.W. Roodhouse Addition
John Grigsby Survey, Abstract No. 495
City of Dallas, Dallas County, Texas
(Continued)

EXHIBIT A-TRACT 12

THENCE, North 41 degrees, 43 minutes, 40 seconds West, departing the said alley terminus and along the said northeast line of Lot 12 1/2 and a northeast line of the second referenced Dallas Area Rapid Transit tract, a distance of 39.30 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner in the said southeast line of the first referenced Dallas Area Rapid Transit tract; said point being the northernmost corner of said Lot 12 1/2 and a north corner of the second referenced Dallas Area Rapid Transit tract;

THENCE, North 30 degrees, 45 minutes, 01 seconds East, along the said southeast line of the Dallas Area Rapid Transit, a distance of 15.71 feet to the POINT OF BEGINNING;

CONTAINING, 603 square feet or 0.014 acres of land, more or less.

(A survey plat of even date herewith accompanies this description.)

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the tract of land described.

STATE OF TEXAS
REGISTERED
MICHAEL C. CLOVER
5225
PROFESSIONAL
LAND SURVEYOR

07/03/07

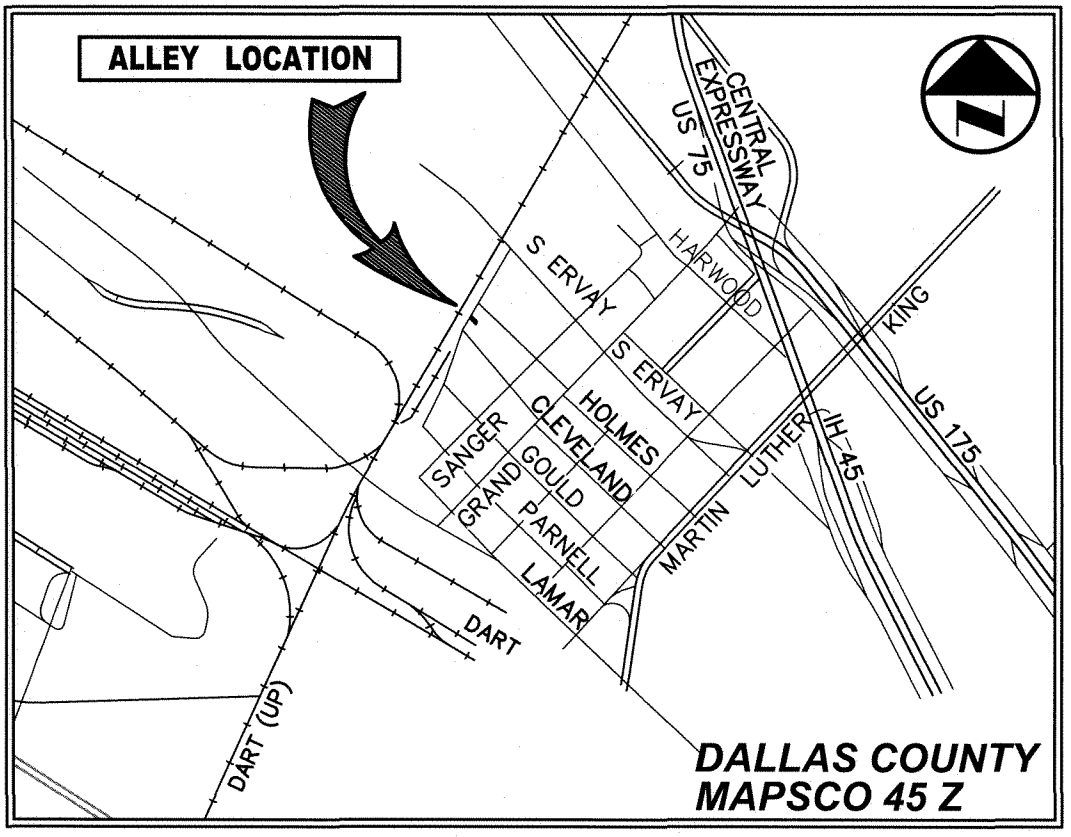
Michael C. Clover Date
Registered Professional Land Surveyor No. 5225
Pacheco Koch Consulting Engineers, Inc.
8350 N. Central Expwy, #1000, Dallas TX 75206
(972) 235-3031

Revised

REVIEWED BY
07.06.2007

(For SPRG use only)
Reviewed By: _____
Date: _____
SPRG NO: _____

EXHIBIT A-TRACT 12



VICINITY MAP

(NOT TO SCALE)

(For SPRG use only)

Reviewed By: _____

Date: _____

SPRG NO: _____

Pacheco Koch Consulting Engineers

8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
JT	MCC	NONE	APRIL 2007	1204-05-213

ALLEY ABANDONMENT

LOCATED IN CITY OF DALLAS BLOCK 876
J.W. ROODHOUSE ADDITION
AND BEING OUT OF THE
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495,
CITY OF DALLAS, DALLAS COUNTY, TEXAS
SHEET 4 OF 4

EXHIBIT B

ADDITIONAL ABANDONMENT PROVISIONS

That as a condition hereof, this abandonment is subject to any utilities or communication facilities, including without limitation water and wastewater lines, gas lines, and storm sewers, ("Facilities") presently located within the abandoned area described in Exhibit "A", owned and/or operated by the City of Dallas or any utility or communications company, public or private, ("Utility") and to the rights of any Utility for the use of the abandoned area for its Facilities. It is the intent of the foregoing to confirm and maintain and there is hereby reserved and excepted unto the City of Dallas, and not abandoned or conveyed hereunder, an easement (to which this abandonment is made expressly subject) over, upon, under, through, in, and across the abandoned area for each Utility for its respective Facilities located therein at the time of this abandonment, together with the right to make any subsequent alterations, additions, expansions, upgrades or modifications to such Facilities as may, from time to time be deemed necessary or convenient by the Utility owning and/or operating same. No buildings, structures (above or below ground) or trees shall be constructed or placed within the abandoned area without written consent of each affected Utility. Each Utility shall have the full right to remove and keep removed all or part of any buildings, fences, trees, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance or efficiency of its respective Facilities lying within the abandoned area and shall at all times have the full right of ingress and egress to or from and upon the abandoned area for the purposes of reconstructing, removing, relocating, inspecting, patrolling, maintaining, expanding, upgrading, and/or adding to all or part of its Facilities without the necessity at any time of procuring the permission of anyone. The easement reserved hereunder and the conditions and restrictions to which this abandonment is subject shall remain for the benefit of the applicable Utility and/or operators of the Facilities until said Facilities are removed and relocated from the abandoned area. The relocation, removal or adjustment of any or all such Facilities, if made necessary by GRANTEE'S (whether one or more natural persons or legal entities) use of the abandonment area, shall be at the expense of GRANTEE herein, or GRANTEE'S successors and assigns. Should GRANTEE'S relocation or removal of the Facilities require the obtaining of new easements, the acquisition of same shall be at the expense of GRANTEE, GRANTEE'S successors and assigns. If any of the Facilities (or relocations thereof) are allowed to remain on any part of the abandoned area, the easements and buildings restrictions provided herein shall remain thereon. Upon removal or relocation of all of the Facilities, any easements reserved or created herein relating to such removed or relocated Facilities shall terminate, and any building restrictions herein created shall cease.

ADDENDUM ITEM # 5

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: September 24, 2008

COUNCIL DISTRICT(S): 14

DEPARTMENT: Department of Development Services

CMO: A. C. Gonzalez, 671-8925

MAPSCO: 45Q

SUBJECT

An ordinance abandoning a permanent facilities easement to 2100 Downtown Condominiums, LLC, the abutting owner, containing approximately 9,483 square feet of land, located near the intersection of Marilla and Pearl Streets – Revenue: $5,400 plus the $20 ordinance publication fee

BACKGROUND

This item authorizes the abandonment of a permanent facilities easement to 2100 Downtown Condominiums, LLC, the abutting owner. The area will be included with the property of the abutting owner for the construction of a multi-family housing project. The cost for this abandonment is the minimum processing fee pursuant to Dallas City Code, therefore no appraisal is required.

This transaction is consistent with the recommendations of the Real Estate Task Force.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

Revenue: $5,400 plus the $20 ordinance publication fee

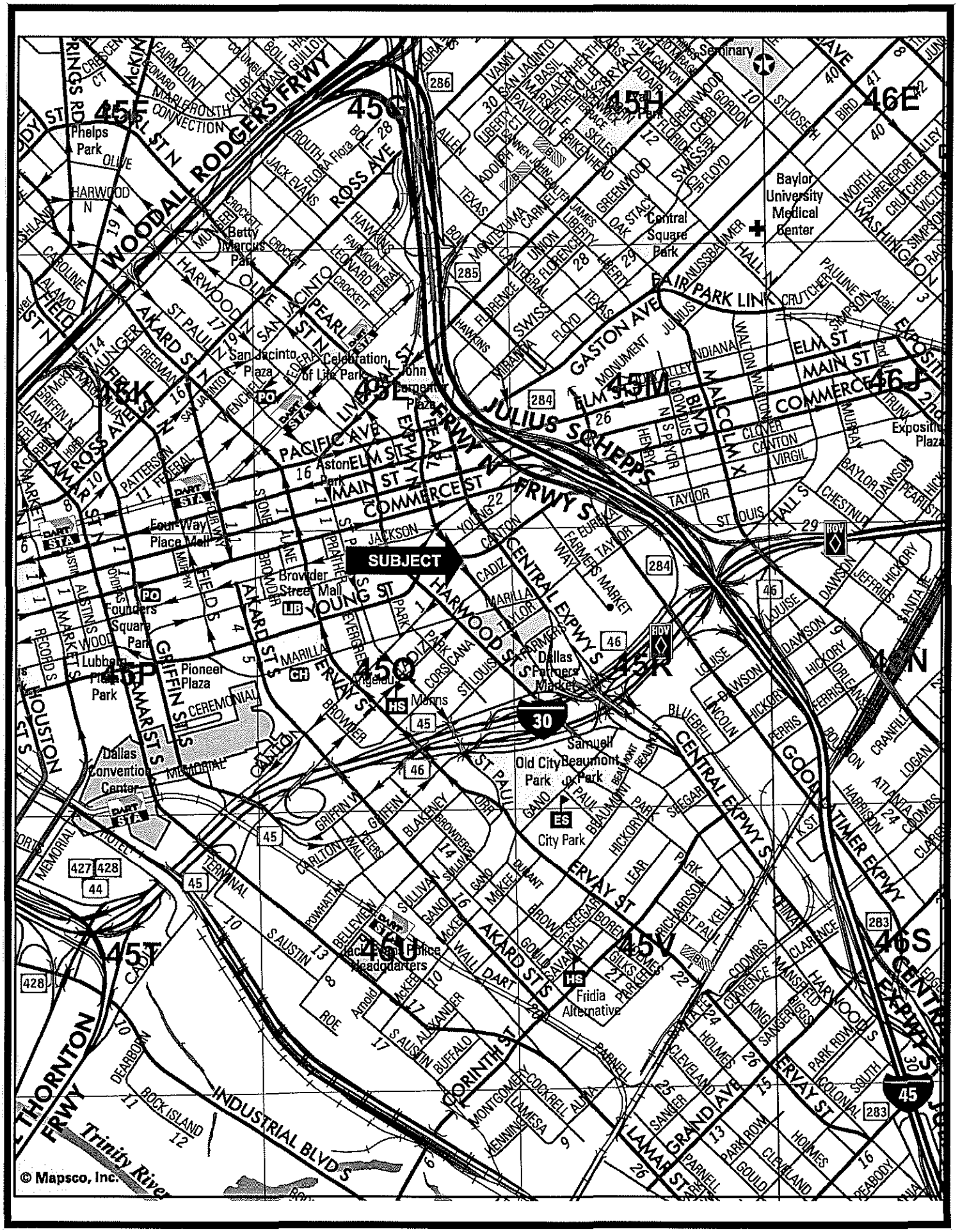
OWNER

2100 Downtown Condominium, LLC

James Moore, Managing Member

MAPS

Attached



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MAPSCO 45 Q

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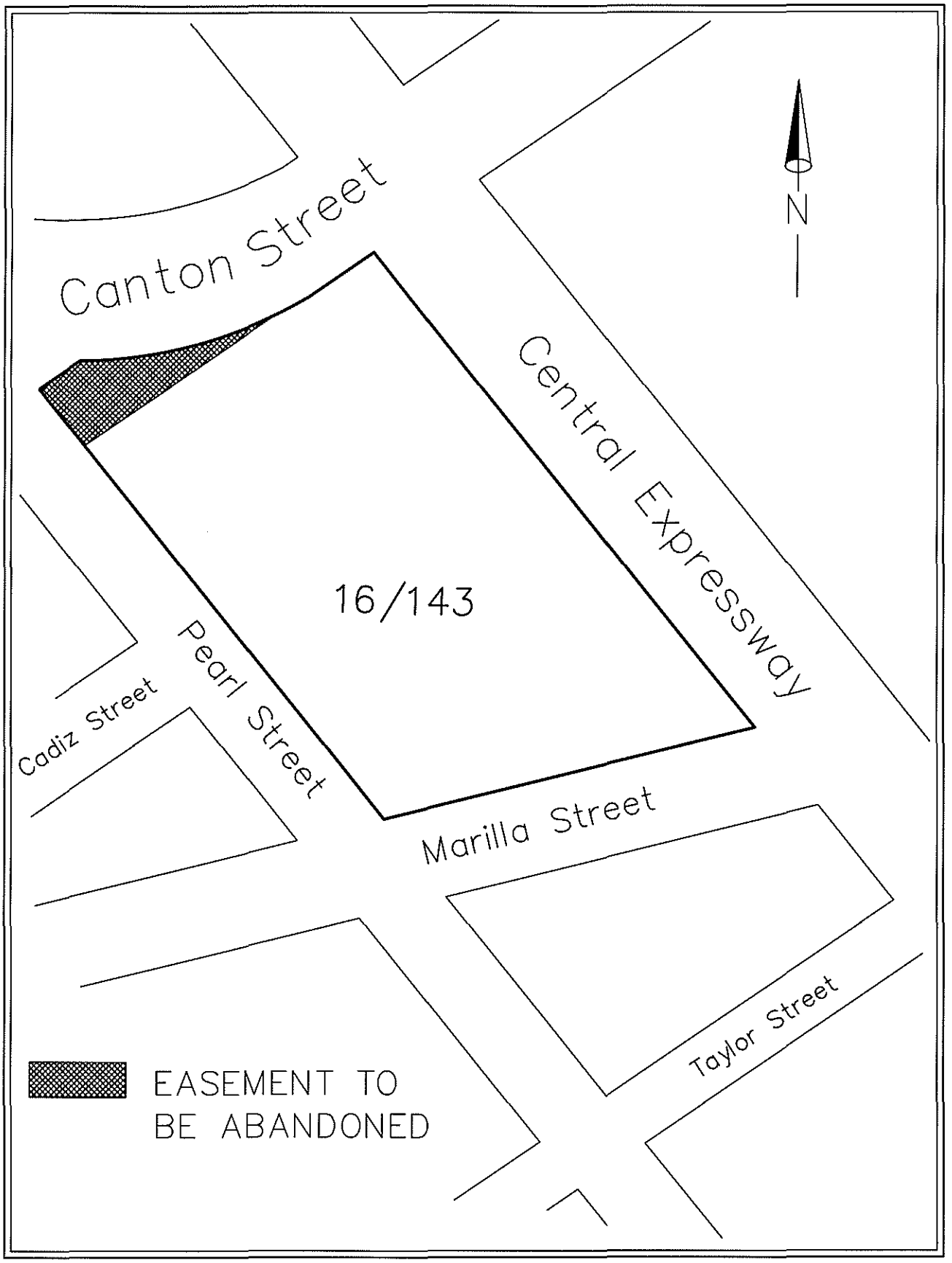

Canton Street
N
Central Expressway
16/143
Pearl Street
Cadiz Street
Marilla Street
Taylor Street
EASEMENT TO
BE ABANDONED

ORDINANCE NO. _____

An ordinance providing for the abandonment and relinquishment of a permanent facilities easement, located in City Block 17/142 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to 2100 Downtown Condominiums, LLC; providing for the terms and conditions of the abandonment, relinquishment and quitclaim made herein; providing for the conveyance of new easements to the City of Dallas and the relocation of existing facilities; providing for the indemnification of the City of Dallas against damages arising out of the abandonment herein; providing for the consideration to be paid to the City of Dallas; providing a future effective date for the abandonment, relinquishment and quitclaim made herein; providing for the payment of the publication fee; and providing an effective date for this ordinance.

ooo0ooo

WHEREAS, the City Council of the City of Dallas, acting pursuant to law and upon the request and petition of 2100 Downtown Condominiums, LLC , a Texas limited liability company, hereinafter referred to as **GRANTEE**, deems it advisable to abandon, relinquish and quitclaim the City of Dallas' right, title and interest in and to the hereinafter described tract of land to **GRANTEE**, and is of the opinion that, subject to the terms and conditions herein provided, said easement is no longer needed for municipal use, and same should be abandoned, relinquished and quitclaimed to **GRANTEE** as hereinafter provided, for the consideration hereinafter stated; and **WHEREAS,** the City Council of the City of Dallas is of the opinion that the best interest and welfare of the City will be served by abandoning, relinquishing and quitclaiming the same to **GRANTEE** for the consideration and subject to the terms and conditions hereinafter more fully set forth; Now, Therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City of Dallas hereby abandons and relinquishes all of its right, title and interest in and to the tract of land described in Exhibit A, attached hereto and made a part hereof; subject, however, to the conditions and future effective date hereinafter more fully set out.

SECTION 2. That for and in monetary consideration of the sum of **FIVE THOUSAND FOUR HUNDRED AND NO/100 ($5,400.00) DOLLARS** paid by **GRANTEE**, and the further consideration described in Section 8, the City of Dallas does by these presents **FOREVER QUITCLAIM** unto the said **GRANTEE**, subject to the conditions, reservations, future effective date and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all its right, title and interest in and to that certain tract or parcel of land hereinabove described in Exhibit A. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **GRANTEE** forever.

SECTION 3. That upon payment of the monetary consideration set forth in Section 2, **GRANTEE** accepts the terms, provisions, and conditions of this ordinance.

SECTION 4. That the City Controller is authorized to deposit the sum paid by **GRANTEE** pursuant to Section 2 above in the General Fund 0001, Department DEV, Balance Sheet 0519 and Department of Development Services - Real Estate Division shall be reimbursed for the cost of obtaining the legal description, appraisal and other administrative costs incurred. The reimbursement proceeds shall be deposited in General Fund 0001, Department DEV, Unit 1183, Object 5011 and any remaining proceeds shall be transferred to the General Capital Reserve Fund 0625, Department BMS, Unit 8888, Revenue Source 8416.

SECTION 5. That the abandonment, relinquishment and quitclaim provided for herein are made subject to all present zoning and deed restrictions, if the latter exist, and are subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise.

SECTION 6. That the terms and conditions contained in this ordinance shall be binding upon **GRANTEE**, its successors and assigns.

SECTION 7. That the abandonment, relinquishment and quitclaim provided for herein shall extend only to that interest the Governing Body of the City of Dallas may legally and lawfully abandon, relinquish and quitclaim.

SECTION 8. That as a condition of this abandonment and as a part of the consideration for the quitclaim to **GRANTEE** herein, **GRANTEE**, its successors and assigns, agree to indemnify, defend, release and hold the City of Dallas whole and harmless against any and all claims for damages, fines, penalties, costs or expenses to persons or property that may arise out of, or be occasioned by or from: (i) the use and occupancy of the property described in Exhibit A by **GRANTEE**, its successors and assigns; (ii) the presence, generation, spillage, discharge, release, treatment or disposition of any Hazardous Substance on or affecting the area set out in Exhibit A; (iii) all corrective actions concerning any discovered Hazardous Substances on or affecting the area described in Exhibit A, which **GRANTEE**, its successors and assigns agree to undertake and complete in accordance with applicable federal, state and local laws and regulations; and (iv) the abandonment, closing, vacation and quitclaim by the City of Dallas of the area set out in Exhibit A. **GRANTEE**, its successors and assigns hereby agree to defend any and all suits, claims, or causes of action brought against the City of Dallas on account of same, and discharge any judgment or judgments that may be rendered against the City of Dallas in connection therewith. For purposes hereof, " Hazardous Substance" means the following: (a) any "hazardous substances" under the Comprehensive, Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., as amended, (b) any "hazardous substance" under the Texas Hazardous Substances Spill Prevention and Control Act, TEX. WATER CODE, Section 26.261 et seq., as amended, (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubricating oils, (d) any "hazardous chemicals" or "toxic chemicals" under the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq., as amended, (e) any "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended; and (f) any "chemical substance" under the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder.

SECTION 9. That this abandonment, relinquishment and quitclaim of the City's right, title and interest in and to said permanent facilities easement shall not become effective until and unless: (i) the existing installations and facilities, both public and private, are relocated, at **GRANTEE's** expense, to the new easements to be provided by **GRANTEE** and acceptable to the Director of Development Services, as is hereinafter provided; and (ii) plans for the construction and relocation of installations within the new easement are approved by the Director of Development Services; and (iii) said construction and relocation of installations are completed, approved and accepted in writing by the Director of Development Services. All work shall be done at the sole cost of **GRANTEE** and to the satisfaction of the Director of Development Services.

SECTION 10. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of Development Services, or designee. Upon receipt of the monetary consideration set forth in Section 2, plus the fee for the publishing of this ordinance, which **GRANTEE** shall likewise pay, the Director of Development Services, or designee shall deliver to **GRANTEE** a certified copy of this ordinance. The Director of Development Services, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

SECTION 11. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:
THOMAS P. PERKINS, JR.
City Attorney

BY _____
Assistant City Attorney

THERESA O'DONNELL
Director of Development Services

BY _____
Interim Assistant Director

Passed _____.

EASEMENT ABANDONMENT
DALLAS CITY BLOCK NO. 17/142
RAILROAD ADDITION
CITY OF DALLAS, DALLAS COUNTY, TEXAS
PAGE 1 OF 2

EXHIBIT A

LEGAL DESCRIPTION

BEING a 9,483 square foot tract of land out of the John Grigsby Survey, Abstract No. 495 located in the City of Dallas, Dallas County, Texas, being part of the City Block No. 17/142, Railroad Addition, an addition to the City of Dallas as recorded in Volume 4, Page 350, Deed Records of Dallas County, Texas, being all of Tract 8, City of Dallas Ordinance No. 21092 as recorded in Volume 91249, Page 4100, Deed Records of Dallas County Texas, being part of that 4.4832 acre tract of land described in Special Warranty Deed to 2100 Downtown Condominiums, L.L.C. as recorded in Document No. 200600365413, Deed Records of Dallas County, Texas, and being further described as follows:

BEGINNING at a one-half inch iron rod found at the northwest corner of said Tract 8, said point being the northwest corner of said 4.4832 acre tract, said point being at the intersection of the south line of Canton Street (a 100 foot wide right-of-way) with the east line of S. Pearl Expressway (a variable width right-way);

THENCE along the north line of said Tract 8, along the north line of said 4.4832 acre tract and along the south line of said Canton Street as follows:

North 68 degrees 09 minutes 21 seconds East, 34.35 feet to a one-half inch iron rod found for corner;

Northeasterly, 222.96 feet along a curve to the left having a central angle of 21 degrees 17 minutes 28 seconds, a radius of 600.00 feet, a tangent of 112.78 feet and whose chord bears North 89 degrees 18 minutes 03 seconds East, 221.68 feet to the east corner of said Tract 8, said point being in the north line of Lot 24, said Block 17/142;

THENCE South 68 degrees 09 minutes 21 seconds West, 241.07 feet along the north line of Lots 24-15, said Block 17/142 to the southwest corner of said Tract 8, said point being in the west line of said 4.4832 acre tract, said point being in the east line of said S. Pearl Expressway;

THENCE North 21 degrees 51 minutes 56 seconds West, 79.97 feet along the west line of said Tract 8, along the west line of said 4.4832 acre tract and along the east line of said S. Pearl Expressway to the POINT OF BEGINNING and containing 9,483 square feet or 0.218 acres of land.

NOTE: Bearings based on Deed recorded in Doc. No. 200600365413, Deed Records of Dallas County, Texas. East right-of-way line of S. Pearl Expressway held as North 21 degrees 51 minutes 56 seconds West.

8-19-08

STATE OF TEXAS
REGISTERED
STEVEN E. HINES
5380
PROFESSIONAL
LAND SURVEYOR

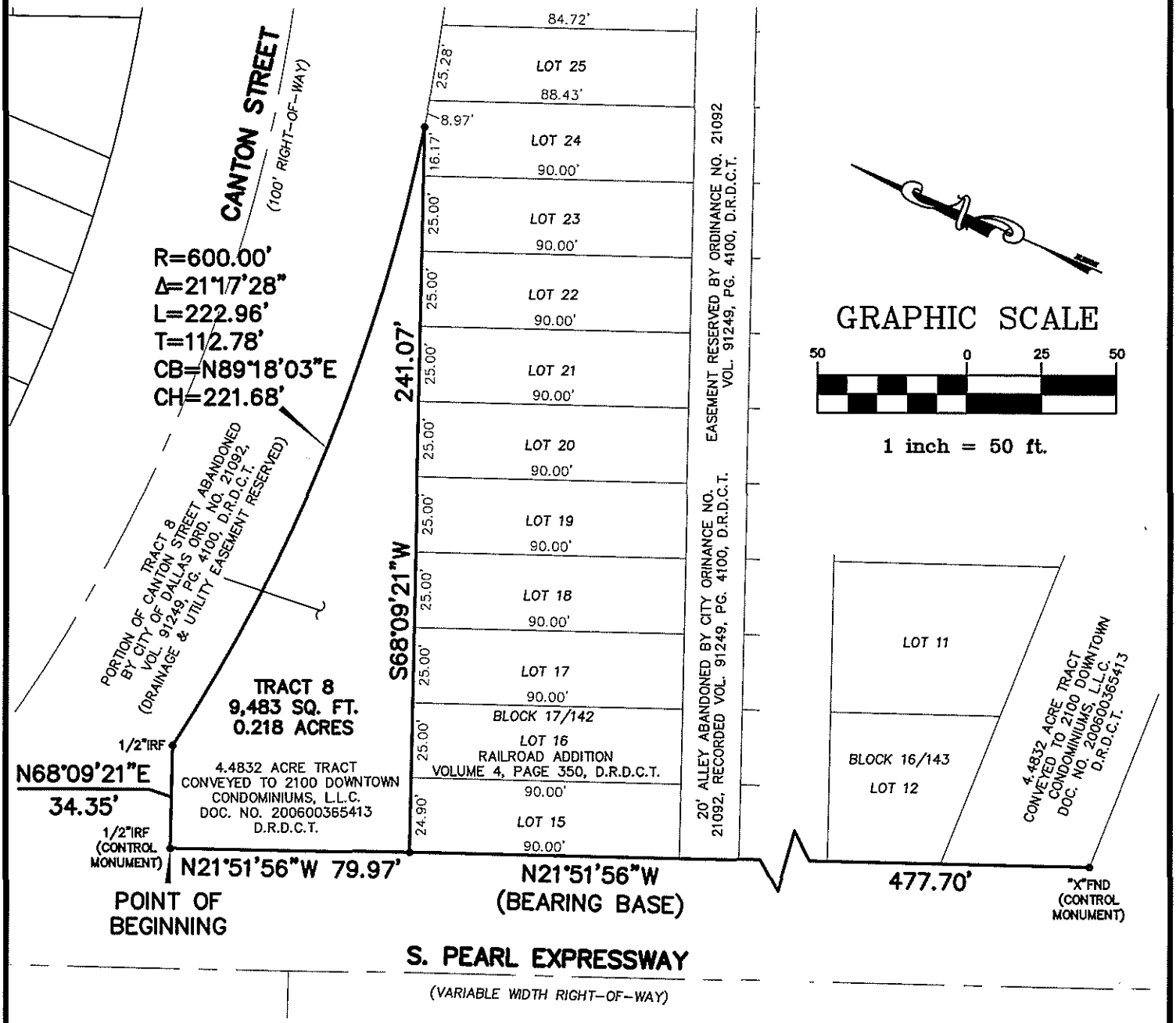
BEARINGS BASED ON DEED RECORDED IN DOC. NO. 200600365413 D.R.D.C.T. EAST RIGHT-OF-WAY LINE OF S. PEARL EXPRESSWAY HELD AS N21°51'56"W

(For SPRG use only)
Reviewed By: RME
Date: 08/22/08
SPRG NO.: 1502

Drawing: H:\Projects\TCR017\dwg\TCR017TRACT8.DWG Saved By: swerner Save Time: 8/19/2008 5:37 AM

EASEMENT ABANDONMENT
DALLAS CITY BLOCK NO. 17/142
RAILROAD ADDITION
CITY OF DALLAS, DALLAS COUNTY, TEXAS
PAGE 2 OF 2

EXHIBIT A



GRAPHIC SCALE

50 0 25 50

1 inch = 50 ft.

8-19-08

STATE OF TEXAS
REGISTERED
STEVEN E. HINES
5380
PROFESSIONAL
LAND SURVEYOR

BEARINGS BASED ON DEED RECORDED IN DOC. NO. 200600365413 D.R.D.C.T. EAST RIGHT-OF-WAY LINE OF S. PEARL EXPRESSWAY HELD AS N21°51'56"W

(For SPRG use only)
Reviewed By: RMC
Date: 08/22/08
SPRG NO.: 1502

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ADDENDUM ITEM # 6

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: September 24, 2008

COUNCIL DISTRICT(S): 14

DEPARTMENT: Department of Development Services

CMO: A. C. Gonzalez, 671-8925

MAPSCO: 45Q

SUBJECT

An ordinance amending Ordinance No. 16937 to modify the replatting conditions of the adjoining properties located near the intersection of Pearl and Canton Streets – Revenue: $5,400 plus the $20 ordinance publication fee

BACKGROUND

This item authorizes the amendment of Ordinance No. 16937 which abandoned a portion of an alley located near the intersection of Pearl and Canton Streets to Hairston Produce Company. Subsequent to the approval of Ordinance No. 16937, a change of ownership occurred and 2100 Downtown Condo, LLC is the current owner. This Ordinance was previously amended on February 2, 1983 by Ordinance No. 17696 which extended the replatting deadline. On February 25, 1998, Ordinance No. 16937 was further amended by Ordinance No. 23457 which dedicated certain sidewalks and landscaping easements in return for the deletion of certain conditions of the Ordinance. This amendment will allow for the modification of the amended replatting conditions to allow for the final replat to be recorded before the issuance of any building permits.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On February 25,1998, City Council approved Ordinance No. 23457.

On February 2, 1983, Council approved Ordinance No. 17696.

On April 15, 1981, City Council approved Ordinance No. 16937.

FISCAL INFORMATION

Revenue: $5,400 plus the $20 ordinance publication fee

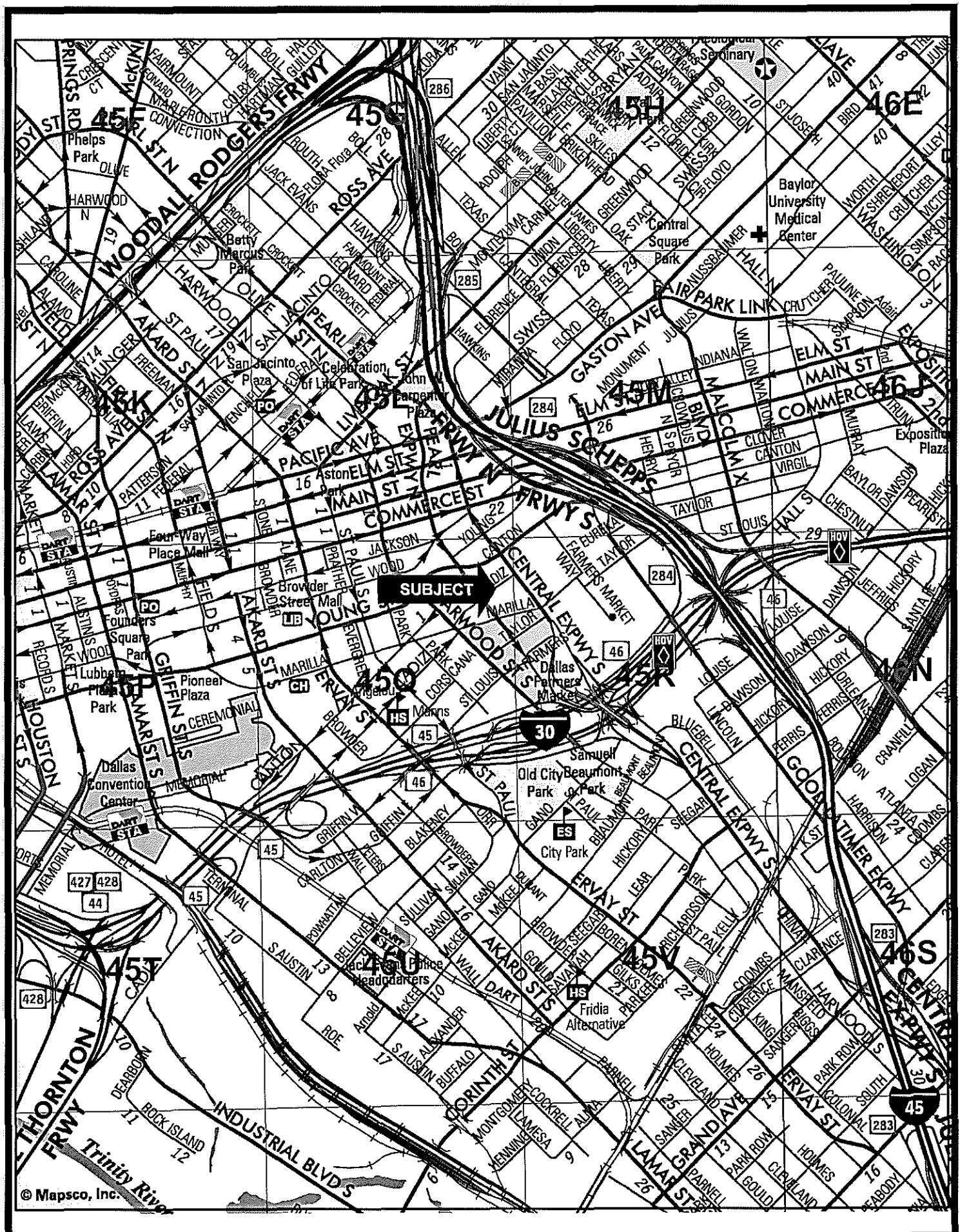
OWNER

2100 Downtown Condominium, LLC

James Moore, Member

MAPS

Attached



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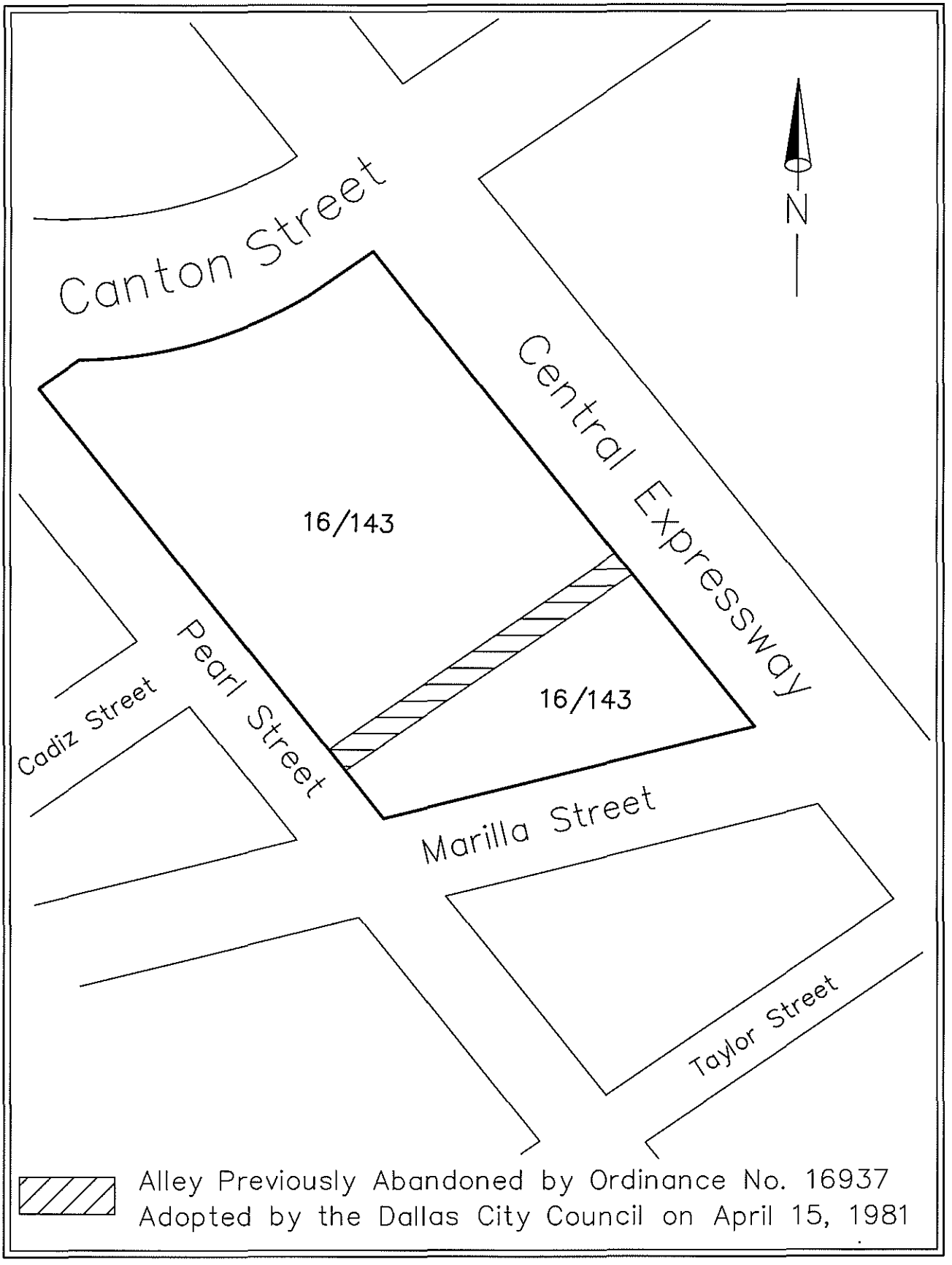

Canton Street
Central Expressway
N
16/143
16/143
Pearl Street
Cadiz Street
Marilla Street
Taylor Street
Alley Previously Abandoned by Ordinance No. 16937
Adopted by the Dallas City Council on April 15, 1981

ORDINANCE NO. _____

An ordinance amending Ordinance No.16937 by altering Section 6 thereof; providing for the consideration to be paid to the City of Dallas; providing for the payment of the publication fee; providing a savings clause; and providing an effective date for this ordinance.

ooo0ooo

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That Ordinance No. 16937 adopted by the City Council of the City of Dallas on April 15, 1981, and amended by Ordinance No. 17696 adopted on February 2, 1983 and Ordinance No. 23457 adopted on February 25, 1998 be and the same is hereby further amended by altering Section 6 to read as follows:

> "**SECTION 6.** That as a condition of this abandonment **GRANTEES** herein must file a final replat of its adjoining properties [~~by August 2, 1983. This replat is to be filed in the Deed Records of Dallas County, Texas, after its approval by the City of Dallas Urban Planning Department.~~] prior to the issuance of any building permits affecting the tract of land abandoned and quitclaimed herein. This final replat shall be recorded by **GRANTEE** in the Deed records of Dallas County, Texas after its approval by the City Plan Commission of the City of Dallas. [~~Further, a preliminary replat must be filed with the Urban Planning Department of the City of Dallas before a certified copy of this ordinance shall be delivered to **GRANTEES**.~~]"

SECTION 2. That, as consideration for amending Ordinance No. 16937, 2100 Downtown Condominiums, LLC shall pay monetary consideration of the sum of **FIVE THOUSAND FOUR HUNDRED AND NO/100 ($5,400.00) DOLLARS** to the City of Dallas and, by its tender therof, accepts the terms, provisions, and conditions of this ordinance.

SECTION 3. That the City Controller is authorized to deposit the sum paid by **GRANTEE** pursuant to Section 2 above in the General Fund 0001, Department DEV, Balance Sheet 0519 and Department of Development Services - Real Estate Division

shall be reimbursed for the cost of obtaining the legal description, appraisal and other administrative costs incurred. The reimbursement proceeds shall be deposited in General Fund 0001, Department DEV, Unit 1183, Object 5011 and any remaining proceeds shall be transferred to the General Capital Reserve Fund 0625, Department BMS, Unit 8888, Revenue Source 8416.

SECTION 4. That the terms and conditions of Ordinance No. 16937, as amended, shall remain in full force and effect except as further amended hereby.

SECTION 5. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of Development Services, or designee. Upon receipt of the monetary consideration set forth in Section 2, plus the fee for the publishing of this ordinance, which **GRANTEE** shall likewise pay, the Director of Development Services, or designee: (i) shall deliver to **GRANTEE** a certified copy of this ordinance, and (ii) is authorized to and shall prepare and deliver a **QUITCLAIM DEED** with regard to the area abandoned herein, to **GRANTEE** hereunder, same to be executed by the City Manager on behalf of the City of Dallas, attested by the City Secretary and approved as to form by the City Attorney. The Director of Development Services, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

SECTION 6. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:
THOMAS P. PERKINS, JR.
City Attorney

BY _____
Assistant City Attorney

THERESA O'DONNELL
Director of Development Services

BY Bonnie Meeder
Interim Assistant Director

Passed _____.

ADDENDUM ITEM # 7

KEY FOCUS AREA: A Cleaner, Healthier City Environment

AGENDA DATE: September 24, 2008

COUNCIL DISTRICT(S): 2

DEPARTMENT: Environmental & Health Services

CMO: David O. Brown, 670-3390

MAPSCO: 45-Q

SUBJECT

Authorize an amendment to the Management Services Contract, Phase II, with Metro Dallas Homeless Alliance (MDHA) for the operation of The Bridge to **(1)** delete the payment and performance bond requirements and require MDHA to purchase a Treasury bill pledged to the City in the amount of $175,000, and **(2)** the City Manager to execute a pledge and security agreement with MDHA for the Treasury bill - Financing: No cost consideration to the City

BACKGROUND

On December 12, 2007, Metro Dallas Homeless Alliance (MDHA) entered into a contract with the City of Dallas to manage the new Homeless Assistance Center (HAC) and to provide for the day-to-day operations by MDHA of the HAC for the period December 12, 2007 through September 30, 2015. The proposed contract terms will pay MDHA an amount not to exceed $2,673,214 in the first year of operations, including $440,000 for start-up and transitional costs, and an amount not to exceed $3,500,000 annually, and thereafter, with annual reviews for cost of living adjustments and subject to City Council appropriations and approval.

The contract called for a payment and performance bond with the amount to be determined by the Director of Environmental and Health Services.

Based on information from MDHA, they have been unable to secure a payment and performance bond that was satisfactory. Through a mutual collaboration, it was determined that the treasury bill would be acceptable to all parties and serve the same function as the Payment and Performance bonds.

Approval of this item would amend the contract to delete the payment and performance bond requirements and require MDHA to pledge a Treasury bill in the amount of $175,000 to the City.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized a Management Services Contract, Phase II, with Metro Dallas Homeless Alliance to operate The Bridge on December 12, 2007, by Resolution No. 07-3739.

Briefed the City Council on the management/operations contract for the Homeless Assistance Center on December 5, 2007.

Authorized the negotiation of a contract with Metro Dallas Homeless Alliance in accordance with the term sheet stating the terms and conditions of a Phase II management services contract for the transition of operations, programming, and management of the Homeless Assistance Center on August 8, 2007, by Resolution No. 07-2198.

Briefed the City Council on the Homeless Assistance Center, to include the term sheet for operations and management on August 1, 2007.

Authorized a management services contract with Metro Dallas Homeless Alliance to plan for Phase I of the transition of operations and programming on May 23, 2007, by Resolution No. 07-1556.

FISCAL INFORMATION

No cost consideration to the City.

OWNER(S)

Metro Dallas Homeless Alliance

Michael Faenza, CEO & President

September 24, 2008

WHEREAS, on any given day there are 6,000 homeless and 1,000 chronically homeless persons in Dallas; and

WHEREAS, persons experiencing chronic homelessness are generally homeless for over one year and may be living with a disability, addiction, or mental illness; and

WHEREAS, on June 23, 2004, the Dallas Ten-Year Plan to End Chronic Homelessness (Ten-Year Plan) was developed through a collaborative effort between the City of Dallas, The United Way, the Metro Dallas Homeless Alliance (MDHA), and community stakeholders; and

WHEREAS, the Ten-Year Plan provides a comprehensive plan to address the root causes of chronic homelessness, such as disability, addiction, and mental illness; and

WHEREAS, the citizens of Dallas passed two bond proposals to build a homeless assistance center; and

WHEREAS, the City Council has indicated a desire to see a private agency operate The Bridge; and

WHEREAS, Council authorized a Management Services Contract, Phase II, with MDHA to operate The Bridge's contract which was approved on December 12, 2007, by Resolution No. 07-3739; and

WHEREAS, MDHA has been unable to secure Payment and Performance bonds that meet the specifications of the contract but has agreed to purchase a treasury bill in the amount of $175,000 and pledge the Treasury bill to the City.

NOW, THEREFORE;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That following approval as to form by the City Attorney, the City Manager is hereby authorized to amend the Management Service Contract, Phase II, with Metro Dallas Homeless Alliance (MDHA) for the operation of The Bridge to **(1)** delete the payment and performance bond requirements and require MDHA to purchase a Treasury bill pledged to the City in the amount of $175,000, and **(2)** the City Manger to execute a pledge and security agreement with MDHA for the Treasury bill.

Section 2. That the provisions of this resolution shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

DISTRIBUTION: Environmental and Health Services
City Attorney's Office - Sarah Hasib
Office of Financial Services, 4FN

ADDENDUM ITEM # 8

KEY FOCUS AREA: A Cleaner, Healthier City Environment

AGENDA DATE: September 24, 2008

COUNCIL DISTRICT(S): All

DEPARTMENT: Environmental & Health Services

CMO: David O. Brown, 670-3390

MAPSCO: N/A

SUBJECT

Authorize the second amendment to the contract with the Department of State Health Services to accept additional grant funds for the continuation of the Special Supplemental Nutrition Program for the Women, Infants and Children Program for the period October 1, 2007 through September 30, 2008 - Not to exceed $644,839, from $11,631,623 to $12,276,462 - Financing: Department of State Health Services Grant Funds

BACKGROUND

Since 1974, the Department of State Health Services (DSHS) has funded a Special Supplemental Nutrition Program for Women, Infants and Children (WIC) in Dallas. The WIC Program provides nutritious food, nutrition education, breastfeeding promotion and support, and referrals to health and social services. The program serves infants, children under age 5, and pregnant, postpartum and breastfeeding women. WIC is a United States Department of Agriculture program administered in Texas by the DSHS. In Dallas County, the WIC Program is administered by the City of Dallas, Environmental and Health Services Department.

This item authorizes the acceptance of additional grant funds from Contract No. 2008-024648 increasing the total contract budget by $644,839. DSHS funding approvals for the following amounts: $400,000 for nutrition education materials, breastfeeding and lactation services and administration expenses; $244,839 for electronic benefit transfer (EBT) remodel costs.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized an amendment to the contract to accept additional grant funds for Special Supplemental Nutrition Program for the Women, Infants and Children on June 25, 2008, by Resolution No. 08-1789.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS) (Continued)

Authorized a contract for the City of Dallas WIC Program for FY 2007-08 on August 22, 2007, by Resolution No. 07-2368.

Authorized a contract for the City of Dallas WIC Program for FY 2006-07 on September 27, 2006, by Resolution No. 06-2606.

Authorized a contract for the City of Dallas WIC Program for FY 2005-06 on September 14, 2005, by Resolution No. 05-2641.

Authorized a contract for the City of Dallas WIC Program for FY 2004-05 on September 8, 2004, by Resolution No. 04-2570.

FISCAL INFORMATION

$644,839 - Department of State Health Services Grant Funds

September 24, 2008

WHEREAS, the Department of State Health Services has awarded additional grant funds in the amount of $644,839 for the continuation of the City of Dallas Women, Infants and Children (WIC) Program; and

WHEREAS, there is a continued need for the Special Supplemental Nutrition Program for Women, Infants and Children, funded through the Department of State Health Services;

NOW, THEREFORE;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That following approval as to form by the City Attorney, the City Manager is hereby authorized to enter into the second amendment to the contract with the Department of State Health Services to accept additional grant funds for the continuation of the Special Supplemental Nutrition Program for the Women, Infants and Children Program for the period October 1, 2007 through September 30, 2008, and execute any and all documents required by the contract.

Section 2. That the City Controller is hereby authorized to receive and deposit grant funds in Fund F163, Dept. EHS, Unit 1605, Revenue Source 6509, in an amount not to exceed $644,839.

Section 3. That the City Controller is hereby authorized to disburse grant funds from Fund F163, Dept. EHS, Unit 1605, according to the attached Schedule in an amount not to exceed $644,839.

Section 4. That the City Manager is hereby authorized to increase appropriations in the amount of $644,839, from $11,631,623 to $12,276,462 in Fund F163, Dept. EHS, Unit 1605.

Section 5. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

DISTRIBUTION: Environmental and Health Services
City Attorney's Office
Office of Financial Services, 4FN

SCHEDULE

Department of State Health Services
Women, Infants and Children Program
Fund F163, Dept. EHS, Unit 1605

Object Code	**Description**	**Amount**
1301	Pension	$100,000
1306	FICA	250,000
2200	Medical Supplies	50,000
3099	Misc. Special Services	244,839
	Total	**$644,839**

ADDENDUM ITEM # 9

KEY FOCUS AREA: Public Safety Improvements and Crime Reduction

AGENDA DATE: September 24, 2008

COUNCIL DISTRICT(S): All

DEPARTMENT: Fire

CMO: Ryan S. Evans, 670-3314

MAPSCO: N/A

SUBJECT

Authorize payment for tuition, registration fees, books and parking to the Dallas County Community College District in the amount of $50,000 and the University of Texas Southwestern Medical Center at Dallas in the amount of $208,420 for mandatory emergency medical services training of emergency medical technicians and paramedics for the period October 1, 2008 through September 30, 2009 - Total not to exceed $258,420 - Financing: Current Funds (subject to appropriations)

BACKGROUND

These funds provide for tuition payments for initial EMT and paramedic training, paramedic refresher training and paramedic re-certification testing. This training is provided by the University of Texas Southwestern Medical Center at Dallas through the Dallas County Community College District.

EMT training consists of 215 hours of training at a cost of $800 for each student. Paramedic training consists of 960 hours of training at a cost of $2,300 per student. Paramedic refresher consists of 80 hours of training at a cost of $200 per student.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized payment for FY 2008 on September 26, 2007, by Resolution 07-2758.

FISCAL INFORMATION

Current Funds – $258,420 (subject to appropriations)

M/WBE INFORMATION

In accordance with state law, the University of Texas Southwestern Medical Center at Dallas strongly supports a minority business enterprise program consistent with the City's Good Faith Effort Plan.

ETHNIC COMPOSITION

The University of Texas Southwestern Medical Center at Dallas, Department of Allied Health Sciences, Division of Emergency Medicine Education.

Hispanic Females	2	Hispanic Males	1
Black Females	2	Black Males	1
White Females	15	White Males	15
Other Females	1	Other Males	1

OWNER

The University of Texas Southwestern Medical Center at Dallas

Kern Wildenthal, M.D., President, UTSWCD

September 24, 2008

WHEREAS, State law requires that emergency medical technicians and paramedics receive training in basic and advanced life science courses; and

WHEREAS, The University of Texas Southwestern Medical Center at Dallas, in cooperation with The Dallas County Community College District, provides a training system which conducts basic and advanced life science courses for the training of emergency medical technicians and paramedics; and

WHEREAS, it is mandatory and in the best interest of the community that such courses continue to be made available to the City to assist in the training, retraining and evaluation of the City of Dallas emergency medical technician and paramedic personnel;

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That the City Manager be and is hereby authorized to expend funds in an amount not to exceed $258,420 for tuition payments, registration fees, books, and parking expenses to the Dallas County Community College District and the University of Texas Southwestern Medical Center at Dallas for emergency medical service training of Fire-Rescue Department personnel conducted from October 1, 2008 through September 30, 2009, contingent upon appropriation of funds in fiscal year 2008-09, such funds are to be disbursed on an as-needed, per class basis.

Section 2. That the City Controller be and is hereby authorized to pay for these services from Fund 0001, Dept. DFD, Unit 2050, Object 3070, Encumbrance DFD20500688, Vendor #004581 in the amount of $50,000 and from Fund 0001, Dept. DFD, Unit 2050, Object 3070, Encumbrance DFD20500689, Vendor #904272 the amount of $208,420

Section 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas and it is accordingly so resolved.

ADDENDUM ITEM # 10

KEY FOCUS AREA: A Cleaner, Healthier City Environment

AGENDA DATE: September 24, 2008

COUNCIL DISTRICT(S): All

DEPARTMENT: Intergovernmental Services

CMO: Mary K. Suhm, 670-5306

MAPSCO: N/A

SUBJECT

Authorize **(1)** the acceptance of the Edward Byrne Memorial Justice Assistance Grant from the U.S. Department of Justice, Bureau of Justice Assistance Grant Funds to fund Project Reconnect, a program that will provide assistance to ex-offenders for their reintegration into the community for the period September 1, 2008 through September 30, 2009; and **(2)** execution of the grant agreement - Not to exceed $335,381 – Financing: U.S. Department of Justice Grant Funds

BACKGROUND

The U.S. Department of Justice, Bureau of Justice Assistance (BJA), has made grant funding available to the City of Dallas in order to support a broad range of activities to prevent and control crime and to improve the criminal justice system.

Every year, more than 7,000 men, women, and teenagers are returned to Dallas from state and federal facilities, and county jails. These individuals are released from incarceration with complex needs and they return to communities that are ill-equipped to help them reintegrate back into the community and succeed. Under the grant, Project Reconnect will be able to assist former offenders to make a smooth transition back into Dallas communities with positive results for both the former offender and the community.

Project Reconnect is a comprehensive reentry case management and outreach program designed to help ex-offenders transition into the Dallas community from State or Federal prison. Project Reconnect focuses on helping ex-offenders living in the City of Dallas to become self-sufficient by providing direct case management services and by referring clients to program partners in the Dallas area. These program partners offer an array of services including housing, employment and skills training, recovery support services, and community service opportunities.

BACKGROUND (Continued)

With more than 7,000 prisoners released to Dallas each year, prisoner reentry poses many challenges to the communities involved, including an increased risk to public safety, limited availability of jobs, housing, and social services for the returning prisoners.

The City of Dallas has a long history of providing the highest level of services to meet the needs of its citizens. The City is uniquely capable of managing the program as it has been operating to assist ex-offenders reentry into the community for over five (5) years.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

$335,381.00 - U.S. Department of Justice Grant Funds

September 24, 2008

WHEREAS, the U.S. Department of Justice, Bureau of Justice Assistance, has made funding available to the City of Dallas in order to support a broad range of activities to prevent and control crime and to improve the criminal justice system; and

WHEREAS, grant monies were awarded to the City of Dallas from the Edward Byrne Memorial Justice Assistance Grant; and

WHEREAS, the City of Dallas recognizes that a successful ex-offender reentry system would translate into public safety gains in the form of reduced recidivism; and

WHEREAS, the Environmental and Health Services Department is prepared to implement Project Reconnect;

NOW, THEREFORE;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That following approval as to form by the City Attorney, the City Manager is hereby authorized to **(1)** accept the Edward Byrne Memorial Justice Assistance Grant from the U.S. Department of Justice, Bureau of Justice Assistance Grant Funds to fund Project Reconnect, a program that will provide assistance to ex-offenders for their reintegration into the community for the period September 1, 2008 through September 30, 2009; and **(2)** execute any and all agreements and other documents required by this grant.

Section 2. That the City Manager is hereby authorized to execute a contract with the U.S. Department of Justice, Bureau of Justice Assistance to provide a broad range of activities to prevent and control crime and to improve the criminal justice system for the period September 1, 2008 through September 30, 2009.

Section 3. That the City Controller is hereby authorized to receive and deposit funds in Fund F221, Dept. CMO, Unit 9626, Revenue Source 6506, in an amount not to exceed $335,381.00.

Section 4. That the City Controller is hereby authorized to disburse grant funds from Fund F221, Dept. CMO, Unit 9626, Object Code 3099, in an amount not to exceed $335,381.00.

Section 5. That the City Manager is hereby authorized to establish appropriations in Fund F221, Dept. CMO, Unit 9626, Object Code 3099, in an amount not to exceed $335,381.00.

ADDENDUM ITEM # 11

KEY FOCUS AREA: Public Safety Improvements and Crime Reduction
A Cleaner, Healthier City Environment

AGENDA DATE: September 24, 2008

COUNCIL DISTRICT(S): All

DEPARTMENT: Intergovernmental Services

CMO: Mary K. Suhm, 670-5306

MAPSCO: N/A

SUBJECT

Authorize **(1)** the acceptance of the Edward Byrne Memorial Justice Assistance Grant from the U.S. Department of Justice, Bureau of Justice Assistance Grant Funds to define and develop the Dallas Reentry Program that will provide assistance to ex-offenders for their reintegration into the community for the period September 1, 2008 through August 31, 2011; and **(2)** execution of the grant agreement - Not to exceed $447,174 - Financing: U.S. Department of Justice Grant Funds

BACKGROUND

The U.S. Department of Justice, Bureau of Justice Assistance (BJA), has made grant funding available to the City of Dallas in order to support a broad range of activities to prevent and control crime and to improve the criminal justice system.

Every year, more than 7,000 men, women, and teenagers are returned to Dallas from state and federal facilities, and county jails. These individuals are released from incarceration with complex needs and they return to communities that are ill-equipped to help them reintegrate back into the community and succeed. Under the grant, the Dallas Reentry Program will be able to assist former offenders to make a smooth transition back into Dallas communities with positive results for both the former offender and the community.

The goal for The Dallas Reentry Program is to: (1) create a working group led by the Reentry Czar appointed by the Mayor and the District Attorney; (2) reentry mapping that identifies release patterns, reentry needs, and maps out resources and services; and (3) hire two staff members to facilitate the reentry program.

The Reentry coordinator and staff will facilitate and coordinate communications and services between the various public, private, non-profit, local, state and federal entities.

BACKGROUND (Continued)

With more than 7,000 prisoners released to Dallas each year, prisoner reentry poses many challenges to the communities involved, including an increased risk to public safety, limited availability of jobs, housing, and social services for the returning prisoners.

The City of Dallas has a long history of providing the highest level of services to meet the needs of its citizens. The City is uniquely capable of managing the program as it has been operating to assist ex-offenders reentry into the community for over five (5) years. Within the last five years, the City has established jail diversion programs for minor offenses and has established Project Reconnect to assist ex-offender reentry into the community.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

$447,174.00 - U.S. Department of Justice Grant Funds

September 24, 2008

WHEREAS, the U.S. Department of Justice, Bureau of Justice Assistance, has made funding available to the City of Dallas in order to support a broad range of activities to prevent and control crime and to improve the criminal justice system; and

WHEREAS, grant monies were awarded to the City of Dallas from the Edward Byrne Memorial Justice Assistance Grant; and

WHEREAS, the City of Dallas recognizes that a successful ex-offender reentry system would translate into public safety gains in the form of reduced recidivism; and

WHEREAS, the Environmental and Health Services Department is prepared to implement the Dallas Reentry Program and serve as a national model;

NOW, THEREFORE;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That following approval as to form by the City Attorney, the City Manager is hereby authorized to **(1)** accept the Edward Byrne Memorial Justice Assistance Grant from the U.S. Department of Justice, Bureau of Justice Assistance Grant Funds to define and develop the Dallas Reentry Program that will provide assistance to ex-offenders for their reintegration into the community for the period September 1, 2008 through August 31, 2011; and **(2)** execute any and all agreements and other documents required by this grant.

Section 2. That the City Manager is hereby authorized to execute a contract with the U.S. Department of Justice, Bureau of Justice Assistance to provide a broad range of activities to prevent and control crime and to improve the criminal justice system for the period September 1, 2008 through August 31, 2011.

Section 3. That the City Controller is hereby authorized to receive and deposit funds in Fund F220, Dept. CMO, Unit 9593, Revenue Source 6506 in an amount not to exceed $447,174.00.

Section 4. That the City Controller is hereby authorized to disburse grant funds from Fund F220, Dept. CMO, Unit 9593, Object Code 3099 in an amount not to exceed $447,174.00.

Section 5. That the City Manager is hereby authorized to establish appropriations in Fund F220, Dept. CMO, Unit 9593, Object Code 3099, in an amount not to exceed $447,174.00.

ADDENDUM ITEM # 12

KEY FOCUS AREA: Make Government More Efficient, Effective and Economical

AGENDA DATE: September 24, 2008

COUNCIL DISTRICT(S): All

DEPARTMENT: Office of Financial Services

CMO: Dave Cook, 670-7804

MAPSCO: N/A

SUBJECT

Authorize the preparation of plans for the issuance of Combination Tax and Revenue Certificates of Obligation, Series 2008A in an amount not to exceed $5,500,000; and enacting other provisions in connection therewith - Financing: No cost consideration to the City

BACKGROUND

Included in the adopted FY 2008-09 budget is the issuance of an amount not to exceed $5,500,000 Combination Tax and Revenue Certificates of Obligation. City Council authorization is required to begin preparations for the sale on November 5, 2008.

ESTIMATED SCHEDULE OF PROJECT

Authorize preparation for issuance of CO	September 24, 2008
1st publication of notice of intention to issue CO	September 25, 2008
2nd publication of notice of intentions to issue CO	October 9, 2008
Bid Date and Acceptance	November 5, 2008
Delivery of Proceeds	December 1, 2008

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

A copy of the briefing was provided to the Finance and Audit Committee on September 22, 2008.

FISCAL INFORMATION

See Attachment 1

M/WBE INFORMATION

The City will request all bidders to provide minority and women owned business enterprise participation information. This information will be provided prior to the November 5, 2008 City Council meeting.

ATTACHMENT 1

$5,500,000
Combination Tax and Revenue Certificates of Obligation, Series 2008A

Estimate of Total Issuance Costs and M/WBE Participation

	Cost	Percent
Co-Bond Counsel		
Vinson and Elkins L.L.P. (Vendor #341246)	$12,000	20.0%
West & Associates L.L.P. (Vendor #330805)*	5,000	8.4%
Co-Financial Advisors		
First Southwest Company (Vendor #193056)	15,000	25.0%
Estrada Hinojosa (Vendor #259910)*	10,000	16.8%
Out-of-Pocket Expenses		
First Southwest Company (Vendor #193056)	323	0.5%
Official Statement Typing		
First Southwest Company (Vendor #193056)	32	0.2%
Official Statement Printing		
TBD	500	0.8%
Rating Agencies		
Moody's Investors Service (Vendor #951236)	2,073	3.5%
Standard & Poor's (Vendor #954974)	8,200	13.7%
Legal Notice		
Dallas Morning News (Vendor #028774)	900	1.5%
Auditor		
Grant Thornton L.L.P. (Vendor #VS0000007921)	134	0.3%
Filing Fee		
Attorney General (Vendor #344989)	5,500	9.2%
Total Issuance Costs	**$ 59,662**	**100.0%**

*Total M/WBE Participation as % of Total Issuance Costs: 25.1%

Information concerning the M/WBE component of the syndicate is not known at this time. That information will be presented to the Council after the bids are received on November 5, 2008.

WHEREAS, the City will issue the proposed Combination Tax and Revenue Certificates of Obligation pursuant to the authority granted by Subchapter C of Chapter 271, Texas Local Government Code (the "Certificate of Obligation Act of 1971"), as amended; and

WHEREAS, the adopted capital improvement program currently underway and/or scheduled requires issuance of an amount not to exceed $5,500,000 certificates of obligation for various capital purposes; and

WHEREAS, it is desired to proceed with the preparatory work necessary to issue obligations through a competitive sale on November 5, 2008. **Now, Therefore,**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That the City Manager be and is hereby authorized to proceed with the necessary preparations for the sale of an amount not to exceed $5,500,000 Combination Tax and Revenue Certificates of Obligation, Series 2008A, with such sale to occur on November 5, 2008.

Section 2. That the City Manager, the City's Co-Financial Advisors, and the City's Co-Bond Counsel are hereby authorized and directed to prepare an Official Statement with respect to such obligations and to take such other action and prepare such other documents as are necessary and incidental to the issuance, sale and delivery of the certificates of obligation.

Section 3. That the City Manager be and is hereby authorized to use the previously contracted professional services of First Southwest Company and Estrada Hinojosa & Company, Inc. as co-financial advisors for the proposed certificate of obligation sale. If certificates of obligation are issued, payment for the advisory services and out-of-pocket expenses of First Southwest Company (Vendor #193056) are estimated to be $15,355 and payment for the advisory services and out-of-pocket expenses of Estrada Hinojosa & Company, Inc. (Vendor #259910) are estimated to be $10,000 and shall be made from the interest earnings on the certificates of obligation proceeds.

Section 4. That the City Manager be and is hereby authorized to use the previously contracted professional services of Vinson & Elkins L.L.P. and West & Associates, L.L.P. as co-bond counsel in connection with the sale and delivery of the certificates of obligation. If certificates of obligation are issued, payment for the opinion of Vinson & Elkins L.L.P. (Vendor #341246) shall be at the rate of $0.30 per $1,000 increment of obligations issued plus an hourly rate of $90.00 to $300.00 for services rendered by individual attorneys and paralegals (estimated to be $12,000), and shall be made from the interest earnings on the certificates of obligation proceeds.

If certificates of obligation are issued, payment for the opinion of West & Associates, L.L.P. (Vendor #330805) shall be at the rate of $0.15 per $1,000 increment of obligations issued plus an hourly rate of $90.00 to $300.00 for services rendered by individual attorneys and paralegals (estimated to be $5,000), and shall be made from the interest earnings on the certificates of obligation proceeds.

Section 5. That the City Manager be and is hereby authorized to obtain bond ratings from Moody's Investors Service (Vendor #951236) and from Standard & Poor's, Inc. (Vendor #954974) in connection with the sale of the obligations. If the certificates of obligation are issued, payment for the bond ratings are estimated to be $10,273 and shall be made from the interest earnings on the certificates of obligation proceeds.

Section 6. That the City Manager be and is hereby authorized to use the previously contracted professional services of Grant Thornton L.L.P. to obtain an independent auditor's consent letter in connection with the sale and delivery of the obligations. If certificates of obligation are issued, payment for the services of Grant Thornton L.L.P. (Vendor #VS0000007921) are estimated to be $134 and shall be made from the interest earnings on the certificates of obligation proceeds.

Section 7. That the City Manager be and is hereby authorized to make payment to print and mail official statements. If certificates of obligation are issued, payment for printing services are estimated to be $500 and shall be made from the interest earnings on the certificates of obligation proceeds.

Section 8. That the City Controller be and is hereby authorized to make payment to U.S. Bank National Association for services provided as paying agent/registrar with respect to the obligations at an annual cost of $200 plus mailing expenses from the General Fund 0001, Department BMS, Unit 1125, Object 3537, (Vendor # 355655) if the certificates of obligation are issued.

Section 9. That the proceeds received from the certificates of obligation sale shall be deposited in Fund 0566 Department DSV, Unit P478, Revenue Source 8448, established for the purposes as set forth in Exhibit "A" hereto. Any accrued interest from these proceeds will be deposited in the Debt Service Fund 0981, Department BMS, Revenue Source 8438.

Section 10. That the Chief Financial Officer of the City of Dallas is hereby authorized and directed to issue a Notice in substantially the form attached hereto as Exhibit “A”.

Section 11. That the attached Notice shall be published once a week for two consecutive weeks, the date of the first publication being before the thirtieth (30th) day prior to the date set forth in the Notice for passage of the ordinance authorizing such Certificates of Obligation. Such Notice shall be published in the Dallas Morning News.

Section 12. That the City Controller be and is hereby authorized to pay the Dallas Morning News (Vendor #028774) to publish the Notice. Payment for the services of the Dallas Morning News shall not exceed $900 and shall be made from Fund 0001, Department BMS, Unit 1125, Object 3320, Encumbrance Number CT FALL08 DMN FEE.

Section 13. That the City Manager is authorized and directed to file an Official Statement with respect to such bonds and prepare such other documents as are necessary and incidental to the issuance, sale and delivery of the bonds with the Attorney General; and that the City Controller be and is hereby authorized to make the payment for filing with the Attorney General's office prior to receiving the Bond Proceeds (no later than October 28, 2008). The cost is estimated to be $5,500 and shall be made from the General Fund 0001, Department BMS, Unit 1125, Object 3537, Encumbrance Number CT FALL08 CO AG FEE, (Vendor #344989) and shall be reimbursed with proceeds.

Section 14. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas and it is accordingly so resolved.

DISTRIBUTION: Budget and Management Services, 4FS

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CITY OF DALLAS, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2008A

NOTICE IS HEREBY GIVEN that on November 5, 2008, the City Council of the City of Dallas, Texas will convene at 9:00 a.m. at a regular meeting of the City Council to be held in the City Council Chambers, City Hall, 1500 Marilla Street, Dallas, Texas, the regular meeting place of the City Council, at which it intends to pass an ordinance authorizing the issuance of not to exceed $5,500,000 principal amount of Combination Tax and Revenue Certificates of Obligation for the purpose of paying contractual obligations to be incurred for the following purposes, to wit: (i) making improvements and upgrades to City Hall Data Center for electrical upgrade, HVAC improvements and replacement of the fire suppression system (the "Project"), and (ii) to pay for professional services of attorneys, financial advisors and other professionals in connection with the Projects and the issuance of the Certificates. The Certificates shall bear interest at a rate not to exceed fifteen percent (15%) per annum, and shall have a maximum maturity date of not later than ten (10) years after their date. Said Certificates shall be payable from the levy of a direct and continuing ad valorem tax against all taxable property within the City sufficient to pay the interest on this series of Certificates as due and to provide for the payment of the principal thereof as the same matures, as authorized by Sections 271.041-.063, Texas Local Government Code, as amended, and from all or a part of the surplus revenues of the City's Municipal Drainage Utility System, such pledge of surplus revenues being limited to $1,000.

THIS NOTICE is given in accordance with law and as directed by the City Council of the City of Dallas, Texas.

GIVEN THIS September 24, 2008.

CITY OF DALLAS, TEXAS

By: /s/David Cook
Chief Financial Officer

ADDENDUM ITEM # 13

KEY FOCUS AREA: Make Government More Efficient, Effective and Economical

AGENDA DATE: September 24, 2008

COUNCIL DISTRICT(S): N/A

DEPARTMENT: Office of Financial Services

CMO: Dave Cook, 670-7804

MAPSCO: N/A

SUBJECT

Authorize the preparation of plans for the issuance of Equipment Acquisition Contractual Obligations, Series 2008 in an amount not to exceed $35,540,000 - Financing: No cost consideration to the City

BACKGROUND

Included in the adopted FY 2008-09 budget is the issuance of Equipment Acquisition Contractual Obligations in an amount not to exceed $35,540,000. City Council authorization is required to begin preparations for the sale on November 5, 2008.

ESTIMATED SCHEDULE OF PROJECT

Authorize preparations for issuance	September 24, 2008
Bid Date and Acceptance	November 5, 2008
Delivery of Proceeds	December 1, 2008

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Briefing materials were provided to the Finance and Audit Committee at the September 22, 2008 meeting.

FISCAL INFORMATION

See Attachment 1

M/WBE INFORMATION

The City will request all bidders to provide minority and women owned business enterprise participation information. This information will be provided prior to the November 5, 2008 City Council meeting.

ATTACHMENT 1

$35,540,000
Equipment Acquisition Contractual Obligations, Series 2008

Estimate of Total Contractual Obligation Issuance Costs and M/WBE Participation

	Cost	Percent
Co-Bond Counsel		
Vinson and Elkins L.L.P. (Vendor #341246)	$27,000	22.2%
West & Associates L.L.P. (Vendor #330805)*	10,000	8.2%
Co-Financial Advisors		
First Southwest Company (Vendor #193056)	27,994	23.1%
Estrada Hinojosa (Vendor #259910)*	19,330	15.9%
Out-of-Pocket Expenses		
First Southwest Company (Vendor #193056)	2,084	1.7%
Official Statement Typing		
First Southwest Company (Vendor #193056)	208	0.2%
Official Statement Printing		
TBD	1,500	1.2%
Rating Agencies		
Moody's Investors Service (Vendor #951236)	7,930	6.5%
Standard & Poor's (Vendor #954974)	15,000	12.4%
Auditor		
Grant Thornton L.L.P. (Vendor #VS0000007921)	869	0.7%
Filing Fee		
Attorney General (Vendor #344989)	9,500	7.8%
Total Issuance Costs	**$ 121,415**	**100.0%**

*Total M/WBE Participation as % of Total Issuance Costs: 24.2%

Information concerning the M/WBE component of the syndicate is not known at this time. That information will be presented to the Council after the bids are received on November 5, 2008

WHEREAS, the City will issue the proposed Equipment Acquisition Contractual Obligations pursuant to the authority granted by Subchapter A of Chapter 271, Texas Local Government Code ("Public Property Finance Act"); and

WHEREAS, the adopted capital improvement program currently underway and/or scheduled requires issuance of an amount not to exceed $35,540,000 of equipment acquisition contractual obligations for various capital equipment purchases; and

WHEREAS, it is desired to proceed with the preparatory work necessary to issue obligations through a competitive sale on November 5, 2008.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That the City Manager be and is hereby authorized to proceed with the necessary preparations for the sale of $35,540,000 Equipment Acquisition Contractual Obligations, Series 2008, with such sale to occur on November 5, 2008.

Section 2. That the City Manager, the City's Co-Financial Advisors, and the City's Co-Bond Counsel are hereby authorized and directed to prepare an Official Statement with respect to such obligations and to take such other actions and prepare such other documents as are necessary and incidental to the issuance, sale and delivery of the contractual obligations.

Section 3. That the City Manager be and is hereby authorized to use the previously contracted professional services of First Southwest Company and Estrada Hinojosa & Company, Inc. as co-financial advisors for the proposed contractual obligation sale. If contractual obligations are issued, payment for the advisory services and out-of-pocket expenses of First Southwest Company (Vendor #193056) are estimated to be $30,270 and payment for the advisory services and out-of-pocket expenses of Estrada Hinojosa & Company, Inc. (Vendor #259910) are estimated to be $19,330 and shall be made from the interest earnings on the contractual obligation proceeds.

Section 4. That the City Manager be and is hereby authorized to use the previously contracted professional services of Vinson & Elkins L.L.P. and West & Associates, L.L.P. as co-bond counsel in connection with the sale and delivery of the contractual obligations. If contractual obligations are issued, payment for the opinion of Vinson & Elkins L.L.P. (Vendor #341246) shall be at the rate of $0.30 per $1,000 increment of obligations issued plus an hourly rate of $90.00 to $300.00 for services rendered by individual attorneys and paralegals (estimated to be $27,000), and shall be made from the interest earnings on the contractual obligation proceeds.

If contractual obligations are issued, payment for the opinion of West & Associates L.L.P. (Vendor #330805) shall be at the rate of $0.15 per $1,000 increment of obligations issued plus an hourly rate of $90.00 to $300.00 for services rendered by individual attorneys and paralegals (estimated to be $10,000), and shall be made from the interest earnings on the contractual obligation proceeds.

Section 5. That the City Manager be and is hereby authorized to obtain bond ratings from Moody's Investors Service (Vendor #951236) and from Standard & Poor's, Inc. (Vendor #954974) in connection with the sale of the obligations. If the contractual obligations are issued, payment for the bond ratings are estimated to be $22,930 and shall be made from the interest earnings on the contractual obligation proceeds.

Section 6. That the City Manager be and is hereby authorized to use the previously contracted professional services of Grant Thornton L.L.P. to obtain an independent auditor's consent letter in connection with the sale and delivery of the obligations. If contractual obligations are issued, payment for the services of Grant Thornton L.L.P. (Vendor #VS0000007921) are estimated to be $869 and shall be made from the interest earnings on the contractual obligation proceeds.

Section 7. That the City Manager be and is hereby authorized to make payment to print and mail official statements. If contractual obligations are issued, payment for the printing services are estimated to be $1,500 shall be made from the interest earnings on the contractual obligation proceeds.

Section 8. That the City Controller be and is hereby authorized to make payment to U.S. Bank National Association for services provided as paying agent/registrar with respect to the obligations at an annual cost of $200 plus mailing expenses from the General Fund 0001, Department BMS, Unit 1125, Object 3537, (Vendor #355655) if the contractual obligations are issued.

Section 9. That the proceeds from the contractual obligation sale shall be deposited in 2008 Equipment Acquisition Fund 0598, Department BMS, Unit 0616, Revenue Source 8448, established for such purpose. Any accrued interest from these proceeds will be deposited in the Debt Service Fund 0981, Department BMS, Revenue Source 8438.

Section 10. That the City Manager is authorized and directed to file an Official Statement with respect to such bonds and prepare such other documents as are necessary and incidental to the issuance, sale and delivery of the bonds with the Attorney General; and that the City Controller be and is hereby authorized to make the payment for filing with the Attorney General’s office prior to receiving the Bond Proceeds (no later than October 28, 2008). The cost is estimated to be $9,500 and shall be made from the General Fund 0001, Department BMS, Unit 1125, Object 3537, Encumbrance Number CT FALL08 EQ AG FEE, (Vendor #344989) and shall be reimbursed with EAN proceeds.

Section 11. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas and it is accordingly so resolved.

DISTRIBUTION: **Budget and Management Services, 4FS**

ADDENDUM ITEM # 14

KEY FOCUS AREA: Make Government More Efficient, Effective and Economical

AGENDA DATE: September 24, 2008

COUNCIL DISTRICT(S): All

DEPARTMENT: Office of Financial Services

CMO: Dave Cook, 670-7804

MAPSCO: N/A

SUBJECT

Authorize the preparation of plans for the issuance of General Obligation Bonds, Series 2008 in an amount not to exceed $214,670,000 - Financing: No cost consideration to the City

BACKGROUND

On November 7, 2006 voters approved a $1,353,520,000 bond program. The adopted FY 2008-09 budget includes the second issuance of bonds under this program in the amount of $214,670,000. City Council authorization is required to begin preparations for the sale of these general obligation bonds on November 5, 2008.

ESTIMATED SCHEDULE OF PROJECT

Authorize preparation for issuance of bonds	September 24, 2008
Bid Date and Acceptance	November 5, 2008
Delivery of Proceeds	December 1, 2008

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Briefing materials were provided to the Finance and Audit Committee at the September 22, 2008 meeting.

FISCAL INFORMATION

See Attachment 1

M/WBE INFORMATION

The City will request all bidders to provide minority and women owned business enterprise participation information. This information will be provided prior to the November 5, 2008 City Council meeting.

ATTACHMENT 1

$214,670,000
General Obligation Bonds, Series 2008

Estimate of Total Bond Issuance Costs and M/WBE Participation

	Cost	Percent
Co-Bond Counsel		
Vinson and Elkins L.L.P. (Vendor #341246)	$162,000	31.2%
West & Associates L.L.P. (Vendor #330805)*	77,000	14.8%
Co-Financial Advisors		
First Southwest Company (Vendor #193056)	92,481	17.9%
Estrada Hinojosa (Vendor #259910)*	62,321	12.0%
Out-of-Pocket Expenses		
First Southwest Company (Vendor #193056)	12,593	2.4%
Official Statement Typing		
First Southwest Company (Vendor #193056)	1,259	0.2%
Official Statement Printing		
TBD	8,000	1.5%
Rating Agencies		
Moody's Investors Service (Vendor #951236)	42,861	8.3%
Standard & Poor's (Vendor #954974)	46,000	8.9%
Auditor		
Grant Thornton L.L.P. (Vendor #VS0000007921)	5,247	0.9%
Filing Fee		
Attorney General (Vendor #344989)	9,500	1.8%
Total Issuance Costs	**$ 519,263**	**100.0%**

*Total M/WBE Participation as % of Total Issuance Costs: 26.8%

Information concerning the M/WBE component of the syndicate is not known at this time. That information will be presented to the Council after the bids are received on November 5, 2008.

WHEREAS, the adopted capital improvement programs currently underway and/or scheduled requires issuance of $214,670,000 of voter approved general obligation bonds for various capital purposes; and

WHEREAS, the issuance of $214,670,000 general obligation bonds is the third sale of general obligation bonds authorized by the voters in the November 7, 2006 bond program; and

WHEREAS, it is desired to proceed with the preparatory work necessary to issue bonds through a competitive sale on November 5, 2008. **Now, Therefore,**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That the City Manager be and is hereby authorized to proceed with the necessary preparations for the sale of an amount not to exceed $214,670,000 General Obligation Bonds, Series 2008, with such sale to occur on November 5, 2008.

Section 2. That the City Manager, the City's Co-Financial Advisors, and the City's Co-Bond Counsel are hereby authorized and directed to prepare an Official Statement with respect to such bonds and to take such other action and prepare such other documents as are necessary and incidental to the issuance, sale and delivery of the bonds.

Section 3. That the City Manager be and is hereby authorized to use the previously contracted professional services of First Southwest Company and Estrada Hinojosa & Company, Inc. as co-financial advisors for the proposed bond sale. If the bonds are issued, payment for the advisory services and out-of-pocket expenses of First Southwest Company (Vendor #193056) are estimated to be $106,333 and payment for the advisory services and out-of-pocket expenses of Estrada Hinojosa & Company, Inc. (Vendor #259910) are estimated to be $62,321 and shall be made from the interest earnings on the bond proceeds.

Section 4. That the City Manager be and is hereby authorized to use the previously contracted professional services of Vinson & Elkins L.L.P. and West & Associates, L.L.P. as co-bond counsel in connection with the sale and delivery of the bonds. If the bonds are issued, payment for the opinion of Vinson & Elkins L.L.P. (Vendor #341246) shall be at the rate of $0.30 per $1,000 increment of bonds issued plus an hourly rate of $90.00 to $300.00 for services rendered by individual attorneys and paralegals (estimated to be $162,000), and shall be made from the interest earnings on the bond proceeds. If the bonds are issued, payment for the opinion of West & Associates, L.L.P. (Vendor #330805) shall be at the rate of $0.15 per $1,000 increment of bonds issued plus an hourly rate of $90.00 to $300.00 for services rendered by individual attorneys and paralegals (estimated to be $77,000), and shall be made from the interest earnings on the bond proceeds.

Section 5. That the City Manager be and is hereby authorized to obtain bond ratings from Moody's Investors Service (Vendor #951236) and from Standard & Poor's, Inc. (Vendor #954974) in connection with the sale of the bonds. If the bonds are issued, payment for the bond ratings are estimated to be $88,861 and shall be made from the interest earnings on the bond proceeds.

Section 6. That the City Manager be and is hereby authorized to use the previously contracted professional services of Grant Thornton L.L.P. to obtain an independent auditor's consent letter in connection with the sale and delivery of the bonds. If the bonds are issued, payment for the services of Grant Thornton L.L.P. (Vendor #VS0000007921) are estimated to be $5,247 and shall be made from the interest earnings on the bond proceeds.

Section 7. That the City Manager be and is hereby authorized to make payment to print and mail official statements. If the bonds are issued, payment for the printing services are estimated to be $8,000 and shall be made from the interest earnings on the bond proceeds.

Section 8. That the City Controller be and is hereby authorized to make payment to U.S. Bank National Association for services provided as paying agent/registrar with respect to the bonds at an annual cost of $200 plus mailing expenses from the General Fund 0001, Department BMS, Unit 1125, Object 3537, (Vendor #355655) if the bonds are issued.

Section 9. That the City Manager is authorized and directed to file an Official Statement with respect to such bonds and prepare such other documents as are necessary and incidental to the issuance, sale and delivery of the bonds with the Attorney General; and that the City Controller be and is hereby authorized to make the payment for filing with the Attorney General’s office prior to receiving the Bond Proceeds (no later than October 28, 2008). The cost is estimated to be $9,500 and shall be made from the General Fund 0001, Department BMS, Unit 1125, Object 3537, Encumbrance Number CT FALL08 GO AG FEE, (Vendor #344989) and shall be reimbursed with bond proceeds.

Section 10. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas and it is accordingly so resolved.

DISTRIBUTION: Budget and Management Services, 4FS

ADDENDUM ITEM # 15

KEY FOCUS AREA: Better Cultural, Arts and Recreational Amenities

AGENDA DATE: September 24, 2008

COUNCIL DISTRICT(S): 4, 5, 8

DEPARTMENT: Trinity River Corridor Project

CMO: Jill A. Jordan, P.E., 670-5299

MAPSCO: 56 H & V; 57 E S & Z; 58 W; 67 D F G & H; 68 A

SUBJECT

Authorize Supplemental Agreement No. 1 to the contract with Hellmuth, Obata & Kassabaum, LP, for the development of design and construction documents for the Trinity Forest Trail, Phase 2 from Joppa Preserve Park to the Trinity River Audubon Center; the development of a site master plan for the Joppa Gateway/South Central Park; and the development of design and construction documents for the Rochester Park trailhead – Not to exceed $408,160, from $606,273 to $1,014,433 – Financing: 1998 Bond Funds

BACKGROUND

The Trinity River Corridor Project has been identified as a top priority for the City of Dallas. Providing recreational amenities that tie the neighborhoods and surrounding communities to the Project can be achieved by designing and constructing trails and gateway parks.

The Dallas City Council authorized a professional services contract in May 2006 for combining trail master plans for the Great Trinity Forest Corridor, identifying Phase 1 trail limits, completing engineering, design and construction administration. Approximately 9 miles of multi-use regional trail system has been identified and is located in the Great Trinity Forest from just east of Corinth Street to Interstate Highway 20. The final trail alignment will work with the terrain and avoid major vegetation and other sensitive areas throughout the Great Trinity Forest.

This action would authorize Supplemental Agreement No. 1 to include development of design and construction documents for the Trinity Forest Trail, Phase 2 from Joppa Preserve Park to the Trinity River Audubon Center; the development of a site master plan for the Joppa Gateway/South Central Park; and the development of design and construction documents for the Rochester Park Trailhead.

ESTIMATED SCHEDULE OF PROJECT

Trinity Trails, Phase 2 & Rochester Park Trailhead

Begin Design	October 2008
Complete Design	September 2009
Begin Construction	December 2009
Complete Construction	August 2010

Joppa Gateway/South Central Park

Begin Master Plan	October 2008
Complete Master Plan	October 2009

PRIOR ACTION/REVIEW (COUNCIL BOARDS, COMMISSIONS)

Authorized a contract with Hellmuth, Obata & Kassabaum, LP, for the consolidation of the approved Trinity Forest Trails Studies/Master Plans for the Trinity Forest trails and the development of design and construction documents for the Trinity Forest Trail Phase 1 through the Great Trinity Forest on May 10, 2006, by Resolution No. 06-1365.

FISCAL INFORMATION

1998 Bond Funds - $408,160

Original Contract	$ 606,273.00
Supplemental Agreement No. 1 (this action)	$ 408,160.00
Total Project Cost	$1,014,433.00

M/WBE INFORMATION

See attached

ETHNIC COMPOSITION

Hellmuth, Obata & Kassabaum, LP

Hispanic Female	1	Hispanic Male	8
African-American Female	1	African-American Male	0
White Female	21	White Male	24
Other Female	4	Other Male	3

OWNER(S)

Mark L. Bowers, Group Vice President
William Prindle, Senior Vice President

MAPS

Attached

GOOD FAITH EFFORT PLAN SUMMARY

PROJECT: Authorize Supplemental Agreement No. 1 to the contract with Hellmuth, Obata & Kassabaum, LP, for the development of design and construction documents for the Trinity Forest Trail, Phase 2 from Joppa Preserve Park to the Trinity River Audubon Center; the development of a site master plan for the Joppa Gateway/South Central Park; and the development of design and construction documents for the Rochester Park trailhead – Not to exceed $408,160, from $606,273 to $1,014,433 – Financing: 1998 Bond Funds

Hellmuth, Obata & Kassabaum, LP is a local, non-minority firm, has signed the "Good Faith Effort" documentation, and proposes to use the following sub-contractors.

PROJECT CATEGORY: Professional Services

LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	Amount	Percent
Local contracts	$408,160.00	100.00%
Non-local contracts	$0.00	0.00%
TOTAL THIS ACTION	$408,160.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors

Local	Certification	Amount	Percent
BDS Technologies	BMDB38240Y0809	$49,000.00	12.01%
Pacheco Koch Construction	HMDB38138Y0809	$76,200.00	18.67%
Total Minority - Local		$125,200.00	30.67%

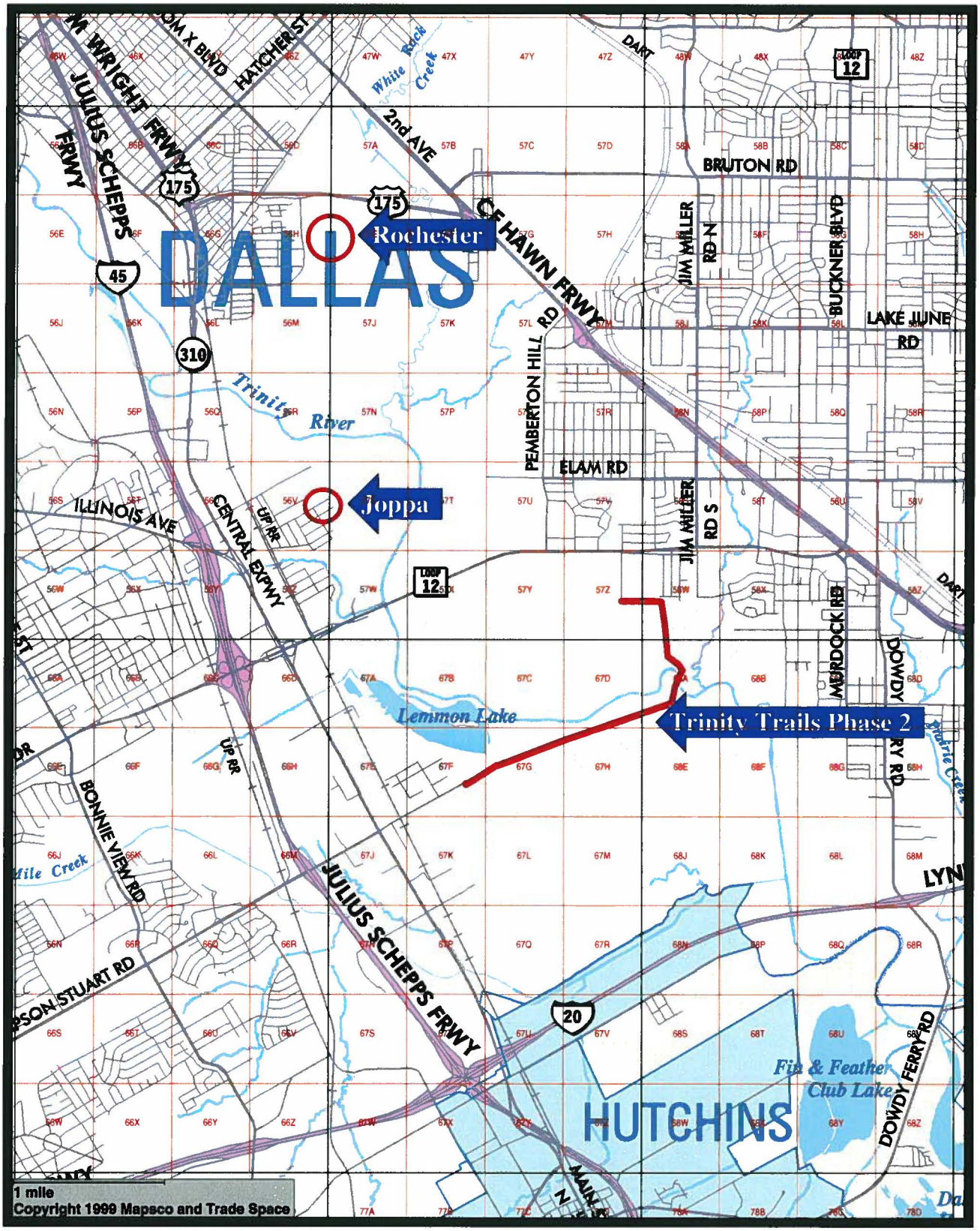
Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE PARTICIPATION

	This Action		Participation to Date	
	Amount	Percent	Amount	Percent
African American	$49,000.00	12.01%	$49,000.00	4.83%
Hispanic American	$76,200.00	18.67%	$278,240.00	27.43%
Asian American	$0.00	0.00%	$0.00	0.00%
Native American	$0.00	0.00%	$0.00	0.00%
WBE	$0.00	0.00%	$0.00	0.00%
Total	$125,200.00	30.67%	$327,240.00	32.26%

Trinity Trails Supp #1



Mapsco Various

September 24, 2008

WHEREAS, the 1998 Bond Program authorized funding to construct, trails, canoe launches and improve trailheads in the Great Trinity Forest; and

WHEREAS, on May 10, 2006, Resolution No. 06-1365, authorized a contract with Hellmuth, Obata & Kassabaum, LP, for the consolidation of Trinity Forest Trails Studies/Master Plans and the development of design and construction documents for the Trinity Forest Trail Phase 1 through the Great Trinity Forest; and

WHEREAS, it is now desirable to enter into Supplemental Agreement #1 to the contract with Hellmuth, Obata & Kassabaum, LP, for the development of design and construction documents for the Trinity Forest Trail Phase 2 from Joppa Preserve Park to the Trinity River Audubon Center; the development of a site master plan for the Joppa Gateway/South Central Park; and the development of design and construction documents for Rochester Park Trailhead

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That the City Manager or his designee is hereby authorized to enter into a supplemental agreement No. 1 to a contract with Hellmuth, Obata & Kassabaum, LP, for the development of design and construction documents for the Trinity Forest Trail, Phase 2 from Joppa Preserve Park to the Trinity River Audubon Center; the development of a site master plan for the Joppa Gateway/South Central Park; and the development of design and construction documents for the Rochester Park trailhead in an amount not to exceed $408,160, increasing the contract from $606,273.00 to $1,014,433, after it has been approved as to form by the City Attorney.

Section 2. That the City Controller be authorized to disburse funds in accordance with the terms and conditions of the contract from:

Trinity River Corridor Project Fund
Fund 5P14, Agency PBW, Unit N966, Act. TRPP,
Object 4112, Program Number PB98N966, CT PBW98N966H2,
Vendor #VS0000007967, in an amount not to exceed $408,160

Section 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas and it is accordingly so resolved.

Distribution: Trinity River Corridor Project, Mary Ayala
Trinity River Corridor Project, Natalie Wilson
Public Works and Transportation, Rosemary Prichard
City Attorney
City Controllers Office

ADDENDUM ITEM # 16

KEY FOCUS AREA: Make Government More Efficient, Effective and Economical

AGENDA DATE: September 24, 2008

COUNCIL DISTRICT(S): N/A

DEPARTMENT: Office of Financial Services

CMO: Dave Cook, 670-7804

MAPSCO: N/A

SUBJECT

Final reading and adoption of appropriation ordinances for the proposed FY 2008-09 City of Dallas Operating, Grants and Trusts, and Capital Budgets - Financing: No cost consideration to the City

BACKGROUND

A public hearing was held on August 27, 2008 to receive comments regarding the 2008-09 budgets. The City Council passed the first reading of the appropriation ordinances on September 10, 2008. The proposed budget was published in the official newspaper of the City, in accordance with the City Charter.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

City Council authorized a public hearing to be held on August 27, 2008, on August 13, 2008, by Resolution No. 08-2073.

City Council held a Budget Workshop on August 25, 2008.

City Council held a public hearing on August 27, 2008.

City Council held a Budget Workshop on September 3, 2008.

City Council approved the first reading of the appropriation ordinances for the proposed FY 2008-09 City of Dallas Operating, Grants and Trusts, and Capital Budgets on September 10, 2008.

City Council held a Budget Amendment Workshop on September 15, 2008.

FISCAL INFORMATION

No cost consideration to the City

9/18/08

ORDINANCE NO. _____

OPERATING BUDGET APPROPRIATION ORDINANCE

An ordinance appropriating funds for fiscal year 2008-09 for the maintenance and operation of various departments; authorizing the city manager to make certain adjustments; providing for publication; and providing an effective date.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That for the purpose of providing the funds to be expended in the budget for the fiscal year beginning October 1, 2008 and ending September 30, 2009, the available revenues of the city of Dallas are hereby appropriated for the maintenance and operation of the various city departments and activities as follows:

DEPARTMENTS AND ACTIVITIES	**PROPOSED 2008-09**
Building Services	15,390,801
Business Development and Procurement Services	3,043,125
Central Appraisal Districts	3,382,859
City Attorney's Office	13,042,715
City Auditor's Office	2,800,569
City Manager's Office	2,573,398
City Secretary's Office	1,929,811
Civil Service	2,085,367
Code Compliance	26,023,603
Court and Detention Services	12,206,274
Dallas County Tax Collection	542,379
Development Services	1,162,382
Elections	1,081,880
Environmental and Health Services	20,482,701
Fire	202,156,881
Housing	1,341,477
Human Resources	6,053,555

Independent Audit	982,000
Jail Contract - Lew Sterrett	6,838,945
Judiciary	2,595,037
Library	31,484,735
Mayor and Council	3,825,941
Non-Departmental	22,024,191
Office of Cultural Affairs	16,780,615
Office of Economic Development	3,930,009
Office of Emergency Management	1,178,037
Office of Environmental Quality	908,649
Office of Financial Services	16,977,027
Park and Recreation	75,888,849
Police	423,839,053
Public Works and Transportation	28,801,270
Sanitation Services	79,119,892
Street Lighting	19,486,763
Street Services	38,541,321
Contingency Reserve	3,211,276
Liability Reserve/Claims Fund	2,255,985
GENERAL FUND TOTAL	**$1,093,969,372**

GRANT FUNDS	**PROPOSED 2008-09**
City Manager's Office	
2005 Buffer Zone Protection Grant (F153)	37,505
Bureau of Justice Assistance Grant (TR03)	126,227
Urban Area Security Initiative (F075)	79,706
Urban Area Security Initiative 2 (F076)	176,831
Urban Search and Rescue Team Grant (F170)	336,235
Urban Search and Rescue Team Grant (F194)	15,188
Court and Detention Services	
Texas Commission on Environmental Quality of Life (S195)	82,970
Library	
Book End Fund (0012)	93,284
Police	
Tobacco Compliance Program Income (S016)	2,715
GRANT FUNDS TOTAL	**$950,661**

TRUST FUNDS	PROPOSED 2008-09
Code Compliance	
Ivor O'Connor Trust (0320)	559,955
Court and Detention Services	
Employee Morale Fund (0902)	1,469
Environmental and Health Services	
Alvin E. Moore Trust (0309)	74,409
Downtown Improvement District Homeless Outreach (0887)	283,374
Martin Luther King Jr. Trust (0305)	100,000
TXU Energy Aid Trust (0312)	140,000
WDMC Emergency Social Services Trust (0T04)	30,000
WDMPC – Carrie S. Orleans Trust (0305)	25,000
Fire	
DFD Fire Prevention (0S72)	1,300
Employee Morale Fund (0918)	20,800
Paramedic Activity (0302)	3,520
Walmart Foundation (0236)	3,279
Library	
Benjamin and Selma Parrill Trust (0716)	3,500
Central Library Gift and Donations (0214)	79,524
Children's Center Fund (0T22)	44,226
Genealogy Fund (0687)	4,056
Library Automation Endowment Acquisition Fund (0456)	239,523
Pet Memorial Fund (0586)	208
Office of Cultural Affairs	
Employee Morale Fund (0904)	921
Majestic Music Hall Maintenance Fund (0338)	69,940
Texas Commission on the Arts (0809)	49,716
Office of Economic Development	
South Dallas Fair Park Trust (0351)	98,052
Office of Emergency Management	
Hurricane Gustav (0384)	700,000
Hurricane Ike Relief (0390)	2,000,000
Park and Recreation	
Community Fund - Anita Martinez (0926)	55,172
Community Fund - Arcadia (0941)	41,719

Community Fund - Arlington Park (0966)	37,013
Community Fund - Beckley Saner (0934)	27,912
Community Fund - Campbell Green (0968)	239,306
Community Fund - Churchill (0969)	44,171
Community Fund - Cummings (0935)	12,584
Community Fund - Eloise Lundy (0936)	61,732
Community Fund - Exall (0929)	20,231
Community Fund - Exline (0946)	86,194
Community Fund - Fireside (0961)	67,053
Community Fund - Fretz (0970)	197,073
Community Fund - Fruitdale (0937)	10,478
Community Fund - Grauwyler (0923)	34,184
Community Fund - Harry Stone (0930)	98,966
Community Fund - I. Zaragoza (0933)	9,570
Community Fund - Janie C. Turner (0963)	57,895
Community Fund - Jaycee/Zaragoza (0927)	29,250
Community Fund - J. C. Phelps (0939)	14,867
Community Fund - Juanita J. Craft (0948)	24,610
Community Fund – K. B. Polk (0974)	29,432
Community Fund - Kidd Springs (0942)	52,964
Community Fund - Kiest (0943)	84,196
Community Fund - Kleberg/Rylie (0962)	164,913
Community Fund - Lake Highlands (0971)	84,195
Community Fund - Larry Johnson (0947)	60,674
Community Fund - Marcus (0972)	17,914
Community Fund - Martin Weiss (0944)	40,307
Community Fund - Mildred Dunn (0950)	28,547
Community Fund - M. L. King, Jr. (0949)	61,016
Community Fund - Nash/Davis (0928)	51,275
Community Fund - Park in the Woods (0978)	60,515
Community Fund - Pike (0924)	14,592
Community Fund - Pleasant Oaks (0964)	54,154
Community Fund - Reverchon (0925)	46,535
Community Fund - Rhoades Terrace (0960)	39,868
Community Fund - Ridgewood (0931)	81,368
Community Fund - Samuell Grand (0932)	157,350
Community Fund - Singing Hills (0940)	95,600
Community Fund - Thurgood Marshall (0945)	65,578
Community Fund - Timberglen (0975)	89,597
Community Fund - Tommie M. Allen (0938)	45,876
Community Fund - Umphress (0965)	45,716
Community Fund - Walnut Hill (0976)	38,229
Community Fund - Willie B. Johnson (0977)	50,338
Dallas Zoo Education (0358)	637,077
Dallas Zoo Trust (0337)	1,542,565

Fair Park Improvement Fund (0448)	242,213
Golf Improvement Trust (0332)	1,880,869
Golf Maintenance (0469)	4,156
Park and Recreation Beautification (0641)	235,497
Recreation Program Trust (0341)	280,743
Southern Skates Roller Rink (0327)	54,382
White Rock Endowment (0354)	2,834
Police	
Confiscated Monies – Federal (0412)	4,464,250
Dallas Against Drugs (0T07)	6,192
Enterprise Community (0S63)	5,994
Law Enforcement Officer Standard Education (0S1N)	212,728
Narcotics Information System (0T40)	693
Police Gifts and Donation (0321)	80,442
Public Works and Transportation	
Automated Red Light Running Enforcement (0024)	26,150,230
TRUST FUNDS TOTAL	**$43,064,366**
GRAND TOTAL	**$44,015,027**

ENTERPRISE/INTERNAL SERVICE/OTHER FUNDS	**PROPOSED 2008-09**
Aviation	42,514,213
Communication and Information Services:	
Information Technology	44,827,905
Radio Services	4,727,294
Convention and Event Services	67,164,779
Development Services	26,764,725
Employee Benefits	856,968
Equipment Services	56,783,349
Express Business Center	4,680,813
Risk Management	2,748,251
Storm Water Drainage Management	35,109,516
Water Utilities	511,158,717
WRR - Municipal Radio	3,458,548
911 System Operations	14,638,720
ENTERPRISE/INTERNAL SERVICE/OTHER FUNDS TOTAL	**$815,433,798**

SECTION 2. That, in conformity with Chapter XI of the Charter of the City of Dallas, the transfer of an unencumbered balance of an appropriation made for the use of a department or activity to any other department or activity, or an increase in appropriation, may be made by city council resolution upon written recommendation of the city manager.

SECTION 3. That the city manager is hereby authorized, upon written notice to the city controller, to make the following adjustments:

(1) Reduce the allowed expenditures of departments or activities if, in the judgment of the city manager, actual or probable receipts are less than the amount estimated and appropriated for expenditures.

(2) Transfer appropriations budgeted for one account classification or activity to another within any individual department or activity listed in Section 1.

(3) Transfer internal service fund equity from unanticipated excesses to contributing funds.

(4) Transfer appropriations from the Salary and Benefit Reserve to any individual department or activity listed in Section 1, to be used for salaries and benefits.

(5) Transfer funds, not to exceed $252,410, from the Dallas Museum of Art Interest Fund 0009, Revenue Source ROTH to the General Fund 0001, Department OCA, Unit 4843, Revenue Source 8436 to provide maintenance support to the Dallas Museum of Art.

(6) Transfer funds, not to exceed $23,488,470, from the Convention Center Operating Fund 0080, Department CCT, Unit 7840, Object 3870 to the 1998 Convention Center Debt Service Fund 0079, Department CCT, Unit 9090, Revenue Source 9219 for the payment of debt service on Series 1998 Revenue Refunding and Improvement Bonds for the expansion and renovation of the convention center.

(7) Transfer funds, not to exceed $2,255,985, from the General Fund 0001, Department BMS, Unit 1996, Object 3621 to the Liability Reserve Fund 0192, Department ORM, Unit 3890, Revenue Source 8525 for payment of small and large claims against the city.

(8) Transfer funds, not to exceed $250,000, from the Municipal Radio Fund 0140, Department OCA, Unit 1067, Object 3690 to the Arts Endowment Fund 0371, Department OCA, Unit 6732, Revenue Source 9201 to support the arts.

(9) Transfer funds, not to exceed $3,400,000, to the General Fund 0001, Department BMS, Unit 1995, Revenue Source 9201 from the Sports Arena Lease Rental Fund 0A71, Department CCT, Unit 8851, Object 3690 to support general fund operations.

(10) Transfer funds, not to exceed $6,000,000, from the Water Utilities Operating Fund 0100, Department DWU, Unit 7015, Object 3690 to the Public/Private Partnership Fund 0352, Department DEV, Org P151, Revenue Source 8219 as payment in lieu of taxes by the water utilities department to support economic initiatives of the city.

(11) Transfer funds, not to exceed $500,000, from the General Fund 0001, Department PBW, Unit 3040, Object 3690 to the Demolition Fund 0011, Department PBW, Unit 3098, Revenue Source 9201 in support of demolition activities.

(12) Transfer funds, not to exceed $2,430,351, from the General Fund 0001, Department BMS, Unit 1991, Object 3690, to the Convention and Event Services Operating Fund 0080, Department CCT, Unit 7840, Revenue Source 9201 to support convention center operations.

(13) Transfer and administer gifts and bequests to the city in accordance with the terms and conditions accompanying the gifts or bequests and, for this purpose, the appropriation of donated amounts is hereby made.

SECTION 4. That the city manager is authorized, upon written notice to the city controller, to transfer funds between the Employee Benefit Reserve Fund 0279 and other employee benefit funds for the purpose of allocating employee and retiree revenues to the appropriate claims funds and maximizing investment yields.

SECTION 5. That, in conformity with Chapter 40A, "Retirement," of the Dallas City Code, as amended, an appropriation of $2,122,000 is established in the Employees' Retirement Fund Trust Fund 0275, Department ERF, Unit 5821 to provide for costs of administration of the employees' retirement fund office, with services to be paid out of income from investments.

SECTION 6. That the city manager is authorized to establish an appropriation of $105,640 in the Police and Fire Pension Administration Fund 0013, Department PFP, Unit 1440 to provide for costs of administration of the police and fire pension fund office, with services to be paid out of income from investments.

SECTION 7. That, for the purpose of establishing reserves, the increase or reduction of restricted fund balances may be by city council resolution upon written recommendation of the city manager.

SECTION 8. That it is the intent of the city council, by passage of this ordinance, to appropriate the funds for the city departments and activities. No office or position is created by the appropriation.

SECTION 9. That following the public hearing and passage of this ordinance on first reading, the city secretary shall cause the ordinance to be published in a newspaper of general circulation in the city with a separate schedule setting forth the items in the city manager's estimate that were omitted or changed by the city council, if any. The ordinance must then be

presented to the city council for final reading at least 10 days after the publication. Upon final passage by the city council, this ordinance becomes effective immediately and the funds appropriated become available October 1, 2008.

APPROVED AS TO FORM:

THOMAS P. PERKINS, JR., City Attorney

By _____
Assistant City Attorney

PASSED ON FIRST READING SEPTEMBER 10, 2008

_____
Deborah Watkins, City Secretary

PASSED ON SECOND READING SEPTEMBER 24, 2008

_____
Deborah Watkins, City Secretary

LC/UC/0138U

9/17/08

ORDINANCE NO. _____

CAPITAL BUDGET APPROPRIATION ORDINANCE

An ordinance appropriating funds for public improvements to be financed from bond funds and other revenues of the City of Dallas for fiscal year 2008-09; providing for publication; and providing an effective date.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the programs listed in Section 2 are hereby adopted as the Capital Budget of the City of Dallas for public improvements to be financed from the proceeds of bond funds and with funds from other sources for the fiscal year beginning October 1, 2008 and ending September 30, 2009.

SECTION 2. (a) That the following amounts are hereby appropriated from the funds indicated for the projects listed in the FY 2008-09 Capital Budget:

CAPITAL FUNDS

From the Capital Equipment Acquisition Fund (0520)	51,000
From the Capital Equipment Acquisition Fund (0529)	578,000
From the Capital Equipment Acquisition Fund (0534)	285,000
From the Capital Equipment Acquisition Fund (0547)	106,000
From the Capital Equipment Acquisition Fund (0587)	127,000

From the Capital Equipment Acquisition Fund (0600)	35,640,205
From the Capital Gifts and Donations Fund (0530)	334,420
From the Cedars Tax Increment Financing District Fund (0033)	568,172
From the City Center Tax Increment Financing District Fund (0035)	4,792,474
From the City Facilities Repairs and Improvement Fund (0L60)	10,000
From the City Facilities Repairs and Improvement Fund (0M60)	32,000
From the City Hall, City Service and Maintenance Facilities Fund (6T60)	35,000
From the City Hall, City Service and Maintenance Facilities Fund (7T60)	167,000
From the City Hall, City Service and Maintenance Facilities Fund (8T60)	5,949,903
From the Cityplace Tax Increment Financing District Fund (0030)	5,212,265
From the Convention Center Capital Construction Fund (0082)	6,000,000
From the Court Facilities Fund (8T30)	1,195,550
From the Cultural Arts Facilities Fund (3R49)	195,000
From the Cultural Arts Facilities Fund (4R49)	100,000
From the Cultural Arts Facilities Fund (6R49)	670,000

From the Cultural Arts Facilities Fund (6T49)	500,000
From the Cultural Arts Facilities Fund (7T49)	475,000
From the Cultural Arts Facilities Fund (8T49)	33,922,142
From the Deep Ellum Tax Increment Financing District Fund (0056)	265,876
From the Design District Tax Increment Financing District Fund (0050)	503,318
From the Downtown Connection Tax Increment Financing District Fund (0044)	4,223,142
From the Equipment Acquisition Contractual Obligation Notes, Series 2003 (056A)	50,000
From the Farmers Market Improvement Fund (4R40)	37,000
From the Farmers Market Tax Increment Financing District Fund (0036)	595,942
From the Fire Protection Facilities Improvement Fund (0P41)	30,000
From the Fire Station Facilities Fund (3R41)	40,000
From the Fire Station Facilities Fund (4R41)	50,000
From the Fire Station Facilities Fund (6R41)	150,000
From the Flood Protection and Storm Drainage Facilities Improvement Fund (3R23)	45,000
From the Flood Protection and Storm Drainage Facilities Improvement Fund (4R23)	180,000
From the Flood Protection and Storm Drainage Facilities Improvement Fund (6R23)	100,000

From the Flood Protection and Storm Drainage Facilities Improvement Fund (6T23)	2,174,000
From the Flood Protection and Storm Drainage Facilities Improvement Fund (7T23)	2,300,000
From the Flood Protection and Storm Drainage Facilities Improvement Fund (8T23)	12,038,305
From the General Capital Reserve Fund (0625)	8,348,926
From the General Obligation Bonds, Series 2003 (056B)	467,500
From the Grand Park South Tax Increment Financing District Fund (0054)	87,334
From the Land Acquisition in the Cadillac Heights Area Fund (8T11)	5,624,478
From the Library Facilities Improvement Fund (3R42)	230,000
From the Library Facilities Improvement Fund (4R42)	300,000
From the Library Facilities Improvement Fund (5R42)	330,000
From the Library Facilities Improvement Fund (6R42)	1,450,000
From the Library Facilities Improvement Fund (6T42)	45,000
From the Library Facilities Improvement Fund (7T42)	250,000
From the Library Facilities Improvement Fund (8T42)	17,032,457
From the Major and Citywide Park and Recreation Facilities Fund (3R00)	148,323

From the Major and Citywide Park and Recreation Facilities Fund (4R00)	89,560
From the Major and Citywide Park and Recreation Facilities Fund (5R00)	68,602
From the Major and Citywide Park and Recreation Facilities Fund (6R00)	210,062
From the Major Park, Recreation, and Community Facilities Improvement Fund (0N00)	4,442
From the Neighborhood and Community Park, Playground, and Recreational Facilities Fund (3R05)	102,815
From the Neighborhood and Community Park, Playground, and Recreational Facilities Fund (5R05)	173,215
From the Neighborhood and Community Park, Playground, and Recreational Facilities Fund (6R05)	408,796
From the Neighborhood Park, Playground, and Recreational Facilities Improvement Fund (0M05)	107,907
From the Neighborhood Park, Playground, and Recreational Facilities Improvement Fund (0N05)	9,329
From the Oak Cliff Gateway Tax Increment Financing District Fund (0034)	1,128,441
From the Park and Recreation Facilities Fund (6T00)	673,110
From the Park and Recreation Facilities Fund (7T00)	1,122,072
From the Park and Recreation Facilities Fund (8T00)	68,837,927
From the Park, Playground, Recreation, and Community Facilities Improvement Fund (8P00)	20,563
From the Park, Playground, Recreation, and Community Facilities Improvement Fund (9P00)	26,371

From the Park, Playground, Recreation, and Community Facilities Improvement Fund (0P00)	33,555
From the Police Facilities Fund (3R44)	23,000
From the Police Facilities Fund (4R44)	96,500
From the Police Facilities Fund (5R44)	86,000
From the Police Facilities Fund (6R44)	309,500
From the Public/Private Partnership Fund (0352)	6,000,000
From the Public Safety Facilities Fund (6T33)	204,000
From the Public Safety Facilities Fund (7T33)	400,000
From the Public Safety Facilities Fund (8T33)	15,214,887
From the Skillman Corridor Tax Increment Financing District Fund (0052)	800,588
From the Southwestern Medical Tax Increment Financing District Fund (0046)	299,749
From the Specified Street Projects Fund (3R21)	300,000
From the Specified Street Projects Fund (4R21)	700,000
From the Specified Street Projects Fund (5R21)	500,000
From the Specified Street Projects Fund (6R21)	500,000
From the Sports Arena Tax Increment Financing District Fund (0038)	7,361,406
From the State Fair of Texas Capital Construction Fund (0535)	15,000
From the Street and Transportation Improvement Fund (3R22)	690,000
From the Street and Transportation Improvement Fund (4R22)	840,000

From the Street and Transportation Improvement Fund (5R22)	795,000
From the Street and Transportation Improvement Fund (6R22)	995,000
From the Street and Transportation Improvement Fund (6T22)	1,300,000
From the Street and Transportation Improvement Fund (7T22)	3,610,000
From the Street and Transportation Improvement Fund (8T22)	54,187,652
From the Street Assessment Fund - 1985 Bond Program (L085)	316,333
From the Street Assessment Fund - 1998 Bond Program (L098)	316,333
From the Street Assessment Fund - 2003 Bond Program (L003)	316,334
From the Street System Facilities Improvement Fund (0L22)	70,000
From the Street System Facilities Improvement Fund (0M22)	210,000
From the Street, Utility and Other Infrastructure Improvements in Furtherance of Economic and Business Development in the Southern Area of the City Fund (8P52)	75,000
From the Street, Utility and Other Infrastructure Improvements in Furtherance of Economic and Business Development in the Southern Area of the City Fund (5R52)	70,000

From the Street, Utility and Other Infrastructure Improvements in Furtherance of Economic and Business Development in the Southern Area of the City Fund (8T52)	5,061,745
From the Tax Increment Financing Reinvestment Zone Two Increment Bonds, Series 2004 (034A)	117,500
From the Texas Utilities Reserve Fund Interest (0007)	15,040,000
From the Trinity River Corridor Project Fund (4P14)	1,000,000
From the Trinity River Corridor Project Fund (5P14)	225,000
From the Vickery Meadow Tax Increment Financing District Fund (0048)	949,338
From the Wastewater Capital Construction Fund (0103)	25,716,000
From the Wastewater Capital Improvement Fund (0116)	80,774,000
From the Wastewater Capital Improvement Fund (1180)	24,300,000
From the Water and Wastewater Public Art Fund (0121)	80,000
From the Water Capital Construction Fund (0102)	42,479,000
From the Water Capital Improvement Fund (0115)	117,851,000
From the Water Capital Improvement Fund (1170)	28,800,000
From the 2008A Certificates of Obligation Fund – City Hall Data Center Improvements (0566)	5,558,557

From the 2008A Certificates of Obligation
Fund – Housing Purposes (0567) 2,021,658

CAPITAL FUNDS TOTAL **$673,635,579**

(b) That the following amounts are hereby appropriated from the funds indicated for payment of the FY 2008-09 Debt Service Budget:

DEBT SERVICE FUNDS

From the General Obligation Debt Service
Fund (0981) 246,205,512

DEBT SERVICE FUNDS TOTAL $**246,205,512**

(c) That these appropriations and all previous appropriated funds for these projects remain in force until each project is completed or terminated.

(d) That the appropriations listed in Subsections (a) and (b) may be increased by city council resolution upon the recommendation of the city manager.

SECTION 3. That a project will be considered completed when the requisitioning authority informs the city manager of completion by written notice. Any remaining unencumbered balance in an appropriation for a project that has been completed shall then revert to the appropriate fund.

SECTION 4. That the city manager is authorized upon written notice to the city controller to make the following adjustments:

(1) Transfer amounts from one project appropriation to another within the same fund, provided that the total appropriation for each fund is not exceeded by this action.

(2) Decrease appropriation of any fund described in Section 2 to reduce expenditures within the fund when, in the judgment of the city manager, actual or probable receipts are less than the amount estimated and appropriated for expenditures.

(3) Transfer funds, not to exceed $9,920,000, to the General Fund 0001, in the amounts of $70,000 from the Street System Facilities Improvement Fund 0L22; $210,000 from the Street System Facilities Improvement Fund 0M22; $690,000 from the Street and Transportation Improvement Fund 3R22; $840,000 from the Street and Transportation Improvement Fund 4R22; $795,000 from the Street and Transportation Improvement Fund 5R22; $995,000 from the Street and Transportation Improvement Fund 6R22; $600,000 from the Street and Transportation Improvement Fund 6T22; $2,010,000 from the Street and Transportation Improvement Fund 7T22; $1,000,000 from the Street and Transportation Improvement Fund 8T22; $1,095,000 from the Trinity River Corridor Project Fund 5P14; $30,000 from the Fire Protection Facilities Improvement Fund 0P41; $40,000 from the Fire Station Facilities Fund 3R41; 50,000 from the Fire Station Facilities Fund 4R41; 150,000 from the Fire Station Facilities Fund 6R41; $65,000 from the Police Facilities Fund 4R44; $100,000 from the Police Facilities Fund 6R44; $110,000 from the Cultural Arts Facilities Fund 3R49; $100,000 from the Cultural Arts Facilities Fund 4R49; $75,000 from the Economic Development Fund 8P52; $70,000 from the Economic Development Fund 5R52; $45,000 from the Flood Protection and Storm Drainage Facilities Improvement Fund 3R23; $180,000 from the Flood Protection and Storm Drainage Facilities Improvement Fund 4R23; $100,000 from the Flood Protection and Storm Drainage Facilities Improvement Fund 6R23; and $500,000 from the Flood Protection and Storm Drainage Facilities Improvement Fund 7T23, for reimbursement as needed for engineering, project coordination, inspection, survey, and other activities associated with the implementation of the 1995, 1998, 2003, and 2006 bond programs.

(4) Transfer funds, not to exceed $12,850,000, to the General Obligation Debt Service Fund 0981, in the amounts of $300,000 from the Specified Street Projects Fund 3R21;

$700,000 from the Specified Street Projects Fund 4R21; $500,000 from the Specified Street Projects Fund 5R21; $500,000 from the Specified Street Projects Fund 6R21; $700,000 from the Street and Transportation Improvement Fund 6T22; $1,600,000 from the Street and Transportation Improvement Fund 7T22; $2,174,000 from the Flood Protection and Storm Drainage Facilities Improvement Fund 6T23; $1,800,000 from the Flood Protection and Storm Drainage Facilities Improvement Fund 7T23; $32,000 from the City Facilities Repairs and Improvement Fund 0M60; $10,000 from the City Facilities Repairs and Improvement Fund 0L60; $600,000 from the Cultural Arts Facilities Improvement Fund 6R49; $400,000 from the Cultural Arts Facilities Improvement Fund 6T49; $37,000 from the Farmers Market Improvement Fund 4R40; $150,000 from the Library Facilities Improvement Fund 3R42; $250,000 from the Library Facilities Improvement Fund 4R42; $250,000 from the Library Facilities Improvement Fund 5R42; $1,350,000 from the Library Facilities Improvement Fund 6R42; $23,000 from the Police Facilities Fund 3R44; $31,500 from the Police Facilities Fund 4R44; $86,000 from the Police Facilities Fund 5R44; $209,500 from the Police Facilities Fund 6R44, $51,000 from the Capital Equipment Acquisition Fund 0520; $578,000 from the Capital Equipment Acquisition Fund 0529; $285,000 from the Capital Equipment Acquisition Fund 0534; $106,000 from the Capital Equipment Acquisition Fund 0547; $127,000 from the Capital Equipment Acquisition Fund 0587, for repayment of debt associated with general obligation bonds and equipment acquisition notes.

(5) Transfer funds, not to exceed $1,810,000, to the General Fund 0001, in the amounts of $130,000 from the Trinity River Corridor Project Fund 5P14; $100,000 from the Major and Citywide Park and Recreation Facilities Fund 3R00; $150,000 from the Major and Citywide Park and Recreation Facilities Fund 6R00; $500,000 from the Park and Recreation

Facilities Fund 6T00; $500,000 from the Park and Recreation Facilities Fund 8T00; $100,000 from the Neighborhood and Community Park, Playground, and Recreational Facilities Fund 5R05; and $330,000 from the Neighborhood and Community Park, Playground, and Recreational Facilities Fund 6R05, for reimbursement as needed for engineering, project coordination, inspection, survey, and other activities associated with the implementation of the 1995, 1998, 2003, and 2006 bond programs.

(6) Transfer funds, not to exceed $845,000, to the General Fund 0001, in the amounts of $50,000 from the Cityplace TIF District Fund 0030; $65,000 from the Cedars TIF District Fund 0033; $50,000 from the Oak Cliff Gateway TIF District Fund 0034; $75,000 from the City Center TIF District Fund 0035; $50,000 from the Farmers Market TIF District Fund 0036; $30,000 from the Sports Arena TIF District Fund 0038; $225,000 from the Downtown Connection TIF District Fund 0044; $50,000 from the Southwestern Medical TIF District Fund 0046; $50,000 from the Vickery Meadow TIF District Fund 0048; $50,000 from the Design District TIF District Fund 0050; $50,000 from the Skillman Corridor TIF District Fund 0052; $50,000 from the Grand Park South TIF District Fund 0054; and $50,000 from the Deep Ellum TIF District Fund 0056, for reimbursement of TIF administration costs.

(7) Transfer funds, not to exceed $68,275,000, from the Water Utilities Operating Fund 0100, in the amounts of $42,479,000 to the Water Capital Construction Fund 0102; $25,716,000 to the Wastewater Capital Construction Fund 0103; and $80,000 to the Water and Wastewater Public Art Fund 0121, for projects listed in the FY 2008-09 Capital Budget.

(8) Transfer funds, not to exceed $666,075, to the General Obligation Debt Service Fund 0981 from the Golf Surcharge Fund 0332 for payment of the 2000 Certificates of Obligation for golf course improvements.

(9) Transfer funds, not to exceed $2,018,866, to the General Obligation Debt Service Fund 0981 from the Storm Water Drainage Operating Fund 0061 for payment of the 2000 Certificates of Obligation for lake dredging and the 2004 and 2005 Certificates of Obligation for compliance with the municipal separate sewer system (MS4) permit.

(10) Transfer funds, not to exceed $39,196, to the General Obligation Debt Service Fund 0981, in the amounts of $20,707 from the Aviation Operating Fund 0130 and $18,489 from the Convention Center Operating Fund 0080, for payment of the 2004 Equipment Acquisition Notes for technology enhancements.

(11) Transfer funds, not to exceed $4,493, to the General Obligation Debt Service Fund 0981, in the amounts of $4,493 from the Aviation Operating Fund 0130, for payment of the 2005 Equipment Acquisition Notes for fleet replacement.

(12) Transfer funds, not to exceed $12,572, to the General Obligation Debt Service Fund 0981 from the Development Services Fund 0150 for payment of the 2004 Equipment Acquisition Notes for technology enhancements.

(13) Transfer funds, not to exceed $799,282, to the General Obligation Debt Service Fund 0981 from the Water Utilities Operating Fund 0100 for payment of the 2004 and 2005 Equipment Acquisition Notes for fleet replacement and technology enhancements.

(14) Transfer funds, not to exceed $7,864,704, to the General Obligation Debt Service Fund 0981 from the General Fund 0001 for payment of the 2004, 2005, 2006, 2007, and 2008 Equipment Acquisition Notes for sanitation collection and fleet replacement and the 2003 general obligation bonds for flood protection and storm drainage facilities for the McCommas Bluff Landfill.

(15) Transfer funds, not to exceed $2,446,809, to the General Obligation Debt Service Fund 0981 from the Information Technology Operating Fund 0198 for payment of the 2005 and 2007 Equipment Acquisition Notes for technology enhancements.

(16) Transfer funds, not to exceed $25,160, to the General Obligation Debt Service Fund 0981 from the Communications Services Fund 0197 for payment of the 2004, 2005, and 2006 Equipment Acquisition Notes for fleet replacement.

(17) Transfer funds, not to exceed $234,512, to the General Obligation Debt Service Fund 0981 from the Fleet Services Fund 0196 for payment of the 2004, 2005, 2006, 2007, and 2008 Equipment Acquisition Notes for fleet replacement.

(18) Transfer funds, not to exceed $23,388,926, to the General Fund 0001, in the amounts of $8,348,926 from the General Capital Reserve Fund 0625; and $15,040,000 from the Texas Utilities Reserve Fund 0007, for the purpose of general fund operating and maintenance costs.

(19) Transfer funds, not to exceed $66,867, to the General Capital Reserve Fund 0625 from the General Fund 0001 for repayment of prior interim financing.

(20) Transfer funds, not to exceed $200,000, to the South Dallas/Fair Park Redevelopment Fund 0351 from the Public/Private Partnership Fund 0352, for economic development initiatives.

(21) Transfer funds, not to exceed $29,461,524, to the General Obligation Debt Service Fund 0981 from any general government, internal service, or enterprise fund incurring civilian payroll costs based on the pro-rata allocation of the actual civilian payroll costs incurred during fiscal year 2008-09 for payment of debt service on the Pension Obligation Bonds Series 600, 601, and 602.

SECTION 5. That following the public hearing and passage of this ordinance on first reading, the city secretary shall cause the ordinance to be published in a newspaper of general circulation in the city with a separate schedule setting forth the items in the city manager's estimate that were omitted or changed by the city council, if any. The ordinance must then be presented to the city council for final reading at least 10 days after the publication. Upon final passage by the city council, this ordinance becomes effective immediately and the funds appropriated become available October 1, 2008.

APPROVED AS TO FORM:

THOMAS P. PERKINS, JR., City Attorney

By _____
Assistant City Attorney

PASSED ON FIRST READING SEPTEMBER 10, 2008

_____
Deborah Watkins, City Secretary

PASSED ON SECOND READING SEPTEMBER 24, 2008

_____
Deborah Watkins, City Secretary

LC/UC/0137U

ADDENDUM ITEM # 17

KEY FOCUS AREA: Make Government More Efficient, Effective and Economical

AGENDA DATE: September 24, 2008

COUNCIL DISTRICT(S): N/A

DEPARTMENT: Office of Financial Services

CMO: Dave Cook, 670-7804

MAPSCO: N/A

SUBJECT

An ordinance setting the tax rate at 74.79¢ per $100 valuation and levying ad valorem taxes for the City of Dallas, Texas for FY 2008-09 - Financing: No cost consideration to the City

BACKGROUND

The tax rate option under consideration by the City Council is 52.30¢ for the General Fund and 22.49¢ for Debt Service, totaling 74.79¢ per $100 valuation. The rate of 74.79¢ would fund the amendments informally adopted in the amendments workshop on September 15, 2008.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

City Council authorized public hearings to be held on September 10, 2008 and September 15, 2008, by Resolution No. 08-2215 on August 25, 2008.

City Council held a public hearing on September 10, 2008.

City Council held a public hearing on September 15, 2008.

FISCAL INFORMATION

No cost consideration to the City

9/17/08

ORDINANCE NO._____

An ordinance levying the ad valorem tax of the city of Dallas, Texas, for the year 2008, at the rate of $0.7479 per $100 assessed valuation on all taxable property within the corporate limits of the city on January 1, 2008, not exempt by law; and providing an effective date.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That by authority of the Charter of the City of Dallas, there is hereby levied for the year 2008, on all taxable property, real, personal, or mixed, situated within the corporate limits of the city of Dallas on January 1, 2008, and not exempt by the constitution and laws of the State of Texas, by Section 2 of this ordinance, or by Resolution No. 881214, adopted by the city council on April 13, 1988, a tax of $0.7479 on each $100 assessed value of all taxable property, which must be apportioned and distributed as follows:

(a) For the general fund of the city of Dallas, $0.5230 on each $100 of assessed value.

(b) For the purpose of creating a sinking fund to pay the interest and principal maturities on all outstanding city of Dallas bonds, not otherwise provided for, $0.2249 on each $100 of assessed value, which must be deposited in "City of Dallas General Obligation Interest and Sinking Funds," to be applied to the payment of the interest and principal maturities on General Obligation Bonds, Certificates of Obligation, Risk Notes, Equipment Acquisition Notes, and Pension Obligation Bonds, Series Numbers (Unit Numbers): 560, 563, 574, 578, 580, 583, 589, 591, 592, 593, 597, 598, 599, 600, 601, 602, 604, 605, 606, 607, 608, 611, 612, 614, 615, 616, 617, 618, 620, 621, and 622.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $22.56.

SECTION 2. That pursuant to Article VIII, Section 1-b(b) of the Texas Constitution and Section 11.13 of the Texas Tax Code, $64,000 of the market value of resident homesteads of disabled persons and persons 65 years of age or older is exempt from city ad valorem taxes.

SECTION 3. That all delinquent ad valorem taxes collected, and associated penalties and interest, must be received by the general and debt service funds.

SECTION 4. That the taxes hereby levied are due and payable as provided in Chapter 31 of the Texas Tax Code.

SECTION 5. That the taxes hereby levied are payable to the city of Dallas, Texas, at the offices of the Dallas County Tax Assessor and Collector, and no discount will be allowed for the payment thereof.

SECTION 6. That for enforcement of the collection of taxes hereby levied, the city of Dallas has available all rights and remedies provided by law.

SECTION 7. That this ordinance will take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:

THOMAS P. PERKINS, JR., City Attorney

By _____
Assistant City Attorney

Passed _____

LC/UC/0139U

ADDENDUM ITEM # 18

KEY FOCUS AREA: Make Government More Efficient, Effective and Economical

AGENDA DATE: September 24, 2008

COUNCIL DISTRICT(S): All

DEPARTMENT: Office of Financial Services

CMO: Dave Cook, 670-7804

MAPSCO: N/A

SUBJECT

Ratify the property tax increase reflected in the FY 2008-09 budget - Revenue: $44,507,520

BACKGROUND

The Local Government Code requires the governing body to ratify the property tax increase reflected in the budget when the budget requires that more revenue from property taxes be raised than in the previous year. The FY 2008-09 budget reflects a $44,507,520 increase in property tax revenue based on a tax rate of 74.79 cents per $100 of assessed valuation. Of that amount, $14,147,346 in tax revenue will be generated from new property added to the tax roll this year.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

Revenues: $44,507,520

September 24, 2008

WHEREAS, Section 102.007 of the Texas Local Government Code requires the ratification of the property tax increase, and

WHEREAS, the City Council now desires an increase in revenue from property taxes for the 2008-2009 fiscal year,

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That the FY 2008-09 budget will raise more total property taxes than the last year's budget by $44,507,520 or 7.04%, and of that amount $14,147,346 in tax revenue to be raised from new property added to the tax roll this year.

Section 2. That the property tax increase reflected in the FY 2008-09 budget, is hereby ratified.

Section 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas and it is accordingly so resolved.

ADDENDUM ITEM # 19

KEY FOCUS AREA: Make Government More Efficient, Effective and Economical

AGENDA DATE: September 24, 2008

COUNCIL DISTRICT(S): All

DEPARTMENT: Office of Financial Services

CMO: Dave Cook, 670-7804

MAPSCO: N/A

SUBJECT

An ordinance amending Chapters 2, 5A, 15D, 17, 18, 24 and 50 of the Dallas City Code to revise and establish various fees for City services - Estimated Revenue: $14,616,297

BACKGROUND

The FY 2008-09 Budget includes changes to various fees and services. The changes are included in the City Manager's Proposed FY 2008-09 budget document and briefings.

The changes, which are incorporated into the proposed ordinance, relate to storm water drainage utility rates; registration fees for used car lots and facilities emitting air contaminants; emergency ambulance service fees; registration fees for food service managers; various fees relating to fixed, mobile, and temporary food establishments; solid waste collection and disposal charges; fees for public library services; and fees for CBD concession licenses and location permits.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Briefed the City Council on proposed adjustment to fees and charges as part of the City Manager's recommended FY 2008-09 budget on August 11, 2008.

FISCAL INFORMATION

Estimated Revenue: $14,616,297

9/19/08

ORDINANCE NO. _____

An ordinance amending Section 2-168 of CHAPTER 2, "ADMINISTRATION"; Sections 5A-5.1 and 5A-8 of CHAPTER 5A, "AIR POLLUTION"; Section 15D-5 of CHAPTER 15D, "EMERGENCY VEHICLES"; Sections 17-2.2 and 17-10.2 of CHAPTER 17, "FOOD ESTABLISHMENTS"; Sections 18-9 and 18-11 of CHAPTER 18, "MUNICIPAL SOLID WASTES"; Section 24-4 of CHAPTER 24, "LIBRARY"; and Sections 50-159 and 50-159.1 of CHAPTER 50, "CONSUMER AFFAIRS," of the Dallas City Code, as amended; defining terms; adjusting storm water drainage utility rates; excepting private institutions of higher learning from storm water drainage utility charges in accordance with state law; adjusting registration fees for used car lots and facilities emitting air contaminants; adjusting emergency ambulance service fees; adjusting registration fees for food service managers; adjusting various fees relating to fixed, mobile, and temporary food establishments; adjusting solid waste collection and disposal charges; establishing and adjusting fees and charges for public library services; adjusting fees for CBD concession licenses and location permits; providing a penalty not to exceed $2,000; providing a saving clause; providing a severability clause; and providing an effective date.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That Section 2-168, "Storm Water Drainage Utility Rates; Billing and Collection Procedures," of Article XXVIII, "Storm Water Drainage Utility," of CHAPTER 2, "ADMINISTRATION," of the Dallas City Code, as amended, is amended to read as follows:

"SEC. 2-168. STORM WATER DRAINAGE UTILITY RATES; BILLING AND COLLECTION PROCEDURES.

(a) In this section:

(1) AGRICULTURAL USE has the meaning given that term in Section 51A-2.102 of this code.

(2) CALCULATED DRAINAGE AREA means the impervious area of a lot or tract of land that is determined by multiplying the total square footage of the lot or tract by its applicable runoff coefficient.

(3) CITY TAX ROLLS means the current tax records of the appraisal district in which a particular property is located.

(4) COMMERCIAL REAL PROPERTY means an improved lot or tract, platted or unplatted:

(A) to which storm water drainage service is made available;

(B) that eventually discharges into a creek, river, slough, culvert, or other channel that is part of the city's storm water drainage utility system; and

(C) that is not residential or unimproved real property.

(5) [~~(3)~~] CUSTOMER OF RECORD has the meaning given that term in Section 49-1 of this code.

(6) [~~(4)~~] DIRECTOR means the director of the department designated by the city manager to manage the storm water drainage utility.

(7) [~~(5)~~] IMPROVED LOT OR TRACT means a lot or tract of land that has a structure or other improvement on it that causes an impervious coverage of the soil under the structure or improvement.

(8) [~~(6)~~] RESIDENTIAL REAL PROPERTY means an improved lot or tract:

(A) to which storm water drainage service is made available;

(B) that eventually discharges into a creek, river, slough, culvert, or other channel that is part of the city's storm water drainage utility system; and

(C) that contains or is platted to contain[~~:~~

~~(i)~~] a single-family or duplex dwelling unit[~~; or~~

~~(ii) more than two dwelling units, if each dwelling unit is individually metered for water service from the city~~].

(9) RUNOFF COEFFICIENT means a percentage of a lot or tract of land determined to be impervious based on the use of the lot or tract in accordance with the following schedule:

TYPE OF USE	RUNOFF COEFFICIENT (percentage of impervious area)
Residential	
Single family/duplex	45%
Mobile home, individually-metered	45%
Mobile home, master-metered	55%
Multifamily apartments	70%
Townhomes/condominiums	80%
Schools	70%
Churches	80%
Commercial	90%
Parking lots	95%
Cemetery/agricultural business	25%
Parks/golf courses	25%
Vacant lot/raw land	25%

(10) [~~(7)~~] UNIMPROVED REAL PROPERTY means a lot or tract of land:

(A) to which storm water drainage service is made available;

(B) that eventually discharges into a creek, river, slough, culvert, or other channel that is part of the city's storm water drainage utility system; and

(C) that is:

(i) owned and maintained in its natural, undeveloped state; or

(ii) subdivided, but does not yet contain any structure or other improvement.

(11) [~~(8)~~] WHOLLY SUFFICIENT AND PRIVATELY OWNED STORM WATER DRAINAGE SYSTEM means real property owned and operated by a person other than the city, the drainage of which property does not discharge into a creek, river, slough, culvert, or other channel that is part of the city's storm water drainage utility system.

(b) The monthly storm water drainage charge for residential real property [~~for each dwelling unit~~] receiving water or wastewater service from the city is as follows:

CALCULATED DRAINAGE AREA [~~Property Area~~] (in square feet)	MONTHLY RATE [~~Monthly Rate (per dwelling unit)~~]
up to 2,025 [~~5,000~~]	$2.50
2,026 [~~5,001~~] – 4050 [~~10,000~~]	$3.99
4,051 [~~10,001~~] – 9,000 [~~21,800~~]	$5.80
9,001 [~~21,801~~] – 18,000 [~~43,600~~]	$10.16
more than 18,000 [~~43,600~~]	$43.06 [~~19.63~~]

(c) The storm water drainage charge for commercial and unimproved real property is an amount equal to $0.1031 [~~0794~~] per month for each 100 square feet of the [~~land area~~] calculated [~~to be the~~] drainage area of the commercial or unimproved real property, with a minimum charge of $5.00 [~~1.05~~] per month for commercial and unimproved real property and a maximum charge of $56.15 [~~20.51~~] per month for unimproved real property.

(d) If information regarding the square footage of a particular lot or tract of residential, commercial, or unimproved real property is unavailable or inadequate, the director may make a reasonable estimate of square footage and levy the drainage charge on that basis.

(e) [~~(d)~~] The following real property is exempt from the charges prescribed in this section:

(1) real property with proper construction and maintenance of a wholly sufficient and privately owned storm water drainage system;

(2) real property owned by the city and used for municipal purposes;

(3) real property that is appraised for agricultural use on the city tax rolls; and

(4) real property owned by a state agency or by a public or private institution of higher education.

(f) [~~(e)~~] Storm water drainage charges will be billed and collected in accordance with the following procedures:

(1) For storm water drainage service to commercial and residential real property, the water utilities department shall bill the customer of record in the regular water and wastewater service bill or, if no water or wastewater service account exists, the true owner of record as shown in the current city tax rolls.

(2) For storm water drainage service to unimproved real property, the water utilities department shall bill the true owner of record as shown in the current city tax rolls or, if a water or wastewater service account exists, the customer of record. For the purpose of assessing and billing storm water drainage charges, adjoining tracts of unimproved real property that have the same true owner of record, as shown in the current city tax rolls, will be treated as a single property.

(3) In cases involving occupancy of a lot or tract of commercial real property by two or more tenants who are customers of record, the water utilities department may either prorate the charges on an equitable basis between all the customers of record or may instead bill the property owner for storm water drainage service under a separate account. In addition, if a lot or tract of land receives water or wastewater service under two or more service accounts and the service accounts are all in the name of the same customer of record, the water utilities department may bill the entire drainage charge due through one service account.

(4) If more than one person is named in the current city tax rolls as the true owner of record of unimproved real property, each person is jointly and severally liable for storm water drainage charges on the property. The water utilities department may bill any or all of the joint owners through one service account.

(g) [~~(f)~~] The water utilities department shall administer collection procedures and service accounts under this section. An application for water or wastewater service is deemed to include application for storm water drainage service.

(h) [~~(g)~~] Except as otherwise provided in this section, the provisions of Sections 49-3, 49-7, 49-8, 49-12, 49-15, and 49-16 of this code will govern in all matters regarding the application for storm water drainage service, payment and collection of storm water drainage charges, the liability of persons for charges, and the remedies of the city in the event of nonpayment."

SECTION 2. That Section 5A-5.1, "Used Car Lots; Registration Required; Fees," of CHAPTER 5A, "AIR POLLUTION," of the Dallas City Code, as amended, is amended to read as follows:

"SEC. 5A-5.1. USED CAR LOTS: REGISTRATION REQUIRED; FEES.

(a) Any person who owns or operates a used car lot within the city shall register with the director on a form provided for that purpose.

(b) Before a used car lot will be registered, an annual registration fee must be paid to the director in accordance with the following schedule:

Number of vehicle display spaces	Fee
3 or less	None
4 to 9	$100 [~~82~~]
10 to 49	$250 [~~195~~]
50 or more	$380 [~~330~~]

(c) Registration expires one year from the date of issuance and renewal must be obtained annually.

(d) At least once a year, the director shall inspect a used car lot for compliance with state and federal laws requiring proper installation of pollution control devices on used motor vehicles."

SECTION 3. That Section 5A-8, "Registration Fees," of CHAPTER 5A, "AIR POLLUTION," of the Dallas City Code, as amended, is amended to read as follows:

"SEC. 5A-8. REGISTRATION FEES.

(a) Any person operating or maintaining a facility registered with the director under Section 5A-5(a) or (b) shall pay a nonrefundable registration fee for each calendar year. The fee shall be based upon the applicable facility class, or upon the facility source status. The fee for each calendar year must be paid by December 31 of the previous calendar year.

(b) The fee for each class of facility is as follows:

Class "1" facility	$1,000 [~~2,750~~]
Class "2" facility	$800 [~~2,140~~]
Class "3" facility	$600 [~~1,200~~]
Class "4" facility	$500 [~~400~~]
Class "5" facility	$50 [~~135~~]

(c) The annual registration fee for a new facility will be prorated from the date on which operations begin to the end of the calendar year.

(d) If the annual registration fee is not received by the date due, the registration for the facility lapses, and a reinstatement fee of $50 must be paid in addition to the registration fee before the registration will be renewed.

(e) A person commits a separate offense each day that he fails to either register a facility or pay the appropriate registration fee for a facility by the date due."

SECTION 4. That Section 15D-5, "Emergency Ambulance Service Provided by Fire Department; Fee," of Division 2, "Emergency Ambulance Service," of Article I, "Ambulances," of CHAPTER 15D, "EMERGENCY VEHICLES," of the Dallas City Code, as amended, is amended to read as follows:

"SEC. 15D-5. EMERGENCY AMBULANCE SERVICE PROVIDED BY FIRE DEPARTMENT; FEE.

(a) The fire department shall provide all emergency ambulance service within the city.

(b) The city shall charge the following fees for emergency ambulance services in the city provided in response to a call received by the fire department requesting the services:

(1) $800 [~~600~~] for each transport of a resident of the city of Dallas to a hospital and $900 [~~700~~] for each transport of a nonresident of the city of Dallas to a hospital.

(2) $125 for treatment of a person who is not transported by ambulance.

(3) The reasonable cost of any expendable items that are medically required to be used on a person transported by ambulance or treated without being transported by ambulance, including but not limited to drugs, dressings and bandages, airways, oxygen masks, intravenous fluids and equipment, syringes, and needles.

(4) The reasonable cost of any EKG/telemetry that is medically required to be performed on a person transported by ambulance or treated without being transported by ambulance.

(5) The reasonable cost of each additional paramedic over two that is medically required to respond to an emergency call.

(6) $15 [~~9~~] for each loaded mile of transport by ambulance, beginning when the patient is loaded into the ambulance and ending upon arrival at the hospital.

(c) The person receiving emergency ambulance service, whether transported by ambulance or treated without being transported by ambulance, and any person contracting for the service shall be responsible for payment of all fees. In the case of service received by a minor, the parent or guardian of the minor shall be responsible for payment of all fees.

(d) A current list of charges for the items, services, and personnel described in Subsections (b)(3), (4), and (5) must be maintained in the office of the emergency medical services division of the fire department and made available for public inspection during normal business hours."

SECTION 5. That Subsection (c)(6) of Section 17-2.2, "Additional Requirements," of Article II, "Management and Personnel," of CHAPTER 17, "FOOD ESTABLISHMENTS," of the Dallas City Code, as amended, is amended to read as follows:

"(6) Food service manager registration fees. An applicant shall pay a nonrefundable fee of $100 [~~65~~] for a food service manager registration. The fee for replacing a lost, stolen, or damaged certificate of registration is $5."

SECTION 6. That Subsection (d) of Section 17-10.2, "Additional Requirements," of Article X, "Compliance and Enforcement," of CHAPTER 17, "FOOD ESTABLISHMENTS," of the Dallas City Code, as amended, is amended to read as follows:

"(d) Permit application fee.

(1) An applicant for a permit for a food establishment shall pay the city an application fee for each separate and distinct fixed facility and for each mobile food preparation vehicle inside the city from which the establishment is to be operated.

(2) The applicant shall pay a nonrefundable fee according to the following schedule:

	Fixed Facility	Mobile Food Preparation Vehicle
Cessation of operation of existing facility or vehicle for 12 or more months	$300	$315
Change of ownership of existing facility or vehicle	$300	$315
Change of ownership of newly constructed facility or vehicle or extensively remodeled facility	$300	$315
Newly constructed facility or vehicle or extensively remodeled facility under same ownership	$300	$315

Reinstatement fee after lapse of permit for failure to pay annual inspection fee by due date: existing facility or vehicle under same ownership	$100 [~~75~~]	$100 [~~50~~]

(3) Section 17-10.2(d) does not apply to:

(A) a temporary food service establishment permitted under this chapter; or

(B) a wholesale produce dealer permitted under Chapter 29 of this code.

(4) The permit application and reinstatement fees required to be paid under this section are in addition to the annual inspection fees required to be paid under Section 17-10.2(g) or (h), whichever applies."

SECTION 7. That Subsection (e)(1) of Section 17-10.2, "Additional Requirements," of Article X, "Compliance and Enforcement," of CHAPTER 17, "FOOD ESTABLISHMENTS," of the Dallas City Code, as amended, is amended to read as follows:

"(1) A person shall not begin constructing a fixed facility or a mobile food preparation vehicle, or extensively remodeling a fixed facility, intended for use in the operation of a food establishment (other than a temporary food service establishment) before a copy of plans and specifications of the construction or remodeling are approved, in writing, by the director. A request for approval of plans and specifications must be accompanied by a nonrefundable plans review fee of $200 for a fixed facility or $25 for a mobile food preparation vehicle."

SECTION 8. That Subsection (g) of Section 17-10.2, "Additional Requirements," of Article X, "Compliance and Enforcement," of CHAPTER 17, "FOOD ESTABLISHMENTS," of the Dallas City Code, as amended, is amended to read as follows:

"(g) Annual inspection fees: catering services and mobile food establishments.

(1) Catering service. A catering service shall pay the city a nonrefundable annual inspection fee of $100 [~~40~~] for each vehicle used to operate the service inside the city.

(2) Mobile food establishment.

(A) A food establishment that operates a mobile food establishment inside the city shall pay the city a nonrefundable annual inspection fee in accordance with the following schedule:

Type of Operation	Each Vehicle
General service	$150 [~~125~~]
Limited service	$100 [~~75~~]
Vegetable or fruit vendor	$100 [~~105~~]
Mobile food preparation vehicle	$150 [~~315~~]

(B) An additional nonrefundable $100 [~~50~~] fee will be charged for each vehicle requested by a food establishment to be inspected at a location other than a location designated by the director."

SECTION 9. That Subsection (h) of Section 17-10.2, "Additional Requirements," of Article X, "Compliance and Enforcement," of CHAPTER 17, "FOOD ESTABLISHMENTS," of the Dallas City Code, as amended, is amended to read as follows:

"(h) Annual inspection fee: fixed facilities.

(1) Requisite. A food establishment shall pay the city a nonrefundable annual inspection fee for each separate and distinct, fixed facility inside the city from which the establishment is operated. If a building contains multiple facilities, a separate fee will be calculated for each facility required to be permitted under Section 17-10.2(c).

(2) Amount. The amount of the fee for each facility is determined by the floor area of the facility. In determining the floor area, the director shall include each interior part of the facility used to manufacture or process, store, package, prepare, distribute, sell, or serve food. The fees are as prescribed in the following schedule:

(A) For facilities not included in Section 17-10.2(h)(2)(B):

Area in square feet	Annual fee
1 to 2,000	$350 [~~325~~]
2,001 or more	$425

(B) If a food establishment is being operated from more than one separate and distinct facility in the same building, for each facility in excess of one:

Area in square feet	Annual fee
1 to 2,000	$300 [~~275~~]
2,001 or more	$400 [~~350~~]

(3) No later than December 31 of each year, a food establishment shall pay the annual inspection fee for the following calendar year.

(4) The annual inspection fee for a new food establishment will be prorated from the calendar month in which operations begin to the end of the calendar year.

(5) Exceptions. Section 17-10.2(h) does not apply to:

(A) a temporary food service establishment permitted under this chapter; or

(B) a wholesale produce dealer permitted under Chapter 29 of this code."

SECTION 10. That Subsection (i) of Section 17-10.2, "Additional Requirements," of Article X, "Compliance and Enforcement," of CHAPTER 17, "FOOD ESTABLISHMENTS," of the Dallas City Code, as amended, is amended to read as follows:

"(i) Temporary food service fee.

(1) Before the director issues a permit to a temporary food service establishment, the applicant for the permit shall pay the city a nonrefundable permit fee of $150, plus $5 for each day of operation for each facility from which the establishment is operated. A maximum nonrefundable annual fee of $100 [~~150~~] for each facility will be collected from concessionaires operating under contract with the city park and recreation department or the municipal produce market. A maximum nonrefundable annual fee of $200 for each facility will be collected from concessionaires operating at a school stadium.

(2) Section 17-10.2(i)(1) does not apply to a temporary food service establishment that:

(A) does not serve potentially hazardous food; and

(B) the weekly gross income of which does not exceed $100."

SECTION 11. That Subsection (j) of Section 17-10.2, "Additional Requirements," of Article X, "Compliance and Enforcement," of CHAPTER 17, "FOOD ESTABLISHMENTS," of the Dallas City Code, as amended, is amended to read as follows:

"(j) Registration of food establishments outside the city; fee.

(1) A food establishment operating from a facility located outside the city that sells, distributes, or transports food inside the city may not conduct operations inside the city unless the establishment annually:

(A) registers with the director on a form provided for the purpose;

(B) pays to the city a nonrefundable registration fee of $25 [~~10~~] and other applicable fees; and

(C) furnishes the department with:

(i) a certificate from a health authority with jurisdiction over the establishment indicating that the establishment complies with applicable public health laws; and

(ii) other information that the director determines is necessary to enable the director to implement or enforce this chapter or otherwise protect the public health or safety.

(2) The director may inspect the operations of a food establishment specified in Section 17-10.2(j)(1) that are conducted inside the city to determine if the operations comply with applicable requirements of this chapter or other law.

(3) This subsection does not affect the liability of a food establishment specified in Section 17-10.2(j)(1) for payment of any other fee imposed under this article."

SECTION 12. That Subsection (l) of Section 17-10.2, "Additional Requirements," of Article X, "Compliance and Enforcement," of CHAPTER 17, "FOOD ESTABLISHMENTS," of the Dallas City Code, as amended, is amended to read as follows:

"(l) Service fees.

(1) If a food establishment changes its name, continuing under the same ownership, the establishment shall inform the director in writing of the change and pay the city a service fee of $50 [~~5~~], not more than seven days after the change.

(2) To obtain from the director a detailed, written survey of an existing food establishment, a prospective operator must:

(A) present to the director written permission for the survey from the owner of the food establishment; and

(B) pay to the city a nonrefundable service fee of $100 [~~50~~]."

SECTION 13. That Subsection (c) of Section 18-9, "Specifying Charges for Sanitation Service," of Article I, "Collection and Disposal," of CHAPTER 18, "MUNICIPAL SOLID WASTES," of the Dallas City Code, as amended, is amended to read as follows:

"(c) Schedule of service charges.

(1) The collection service charge for a residence or duplex is as follows:

(A) Alley or curb collection service for municipal solid waste - $20.98 [~~19.53~~] per dwelling unit per month for bags or for one rollcart (whichever is required by the director of sanitation to be used in the particular area), plus $11.86 [~~10.80~~] per month for each additional garbage rollcart requested by the owner or occupant of the premises.

(B) Packout or drive-in collection service for municipal solid waste - $72.31 [~~67.30~~] per dwelling unit per month.

(2) The collection service charge for an apartment or a mobile home park that receives manual collection service from the sanitation services of the city is as follows:

(A) Alley, curb, or drive-in collection service for municipal solid waste - $20.98 [~~19.53~~] per apartment unit or mobile home space per month.

(B) Packout collection service for municipal solid waste - $72.31 [~~67.30~~] per apartment unit or mobile home space per month.

(3) A monthly collection service charge will be made for all commercial establishments for collection service provided by the sanitation services of the city as follows:

TABLE OF MONTHLY CHARGES

(Rear-end Loaders)

QUANTITY OF SOLID WASTE	**NUMBER OF COLLECTIONS PER WEEK**					
Gallons	**2**	**3**	**4**	**5**	**6**	**7**
60	$33.74 [~~$31.40~~]	$61.39 [~~$57.13~~]	$83.51 [~~$77.72~~]	$101.58 [~~$94.54~~]	$124.06 [~~$115.46~~]	$151.52 [~~$141.01~~]
100	$44.80 [~~$41.69~~]	$83.51 [~~$77.72~~]	$103.79 [~~$96.59~~]	$131.43 [~~$122.32~~]	$219.92 [~~$204.67~~]	$367.97 [~~$342.46~~]
200	$76.13 [~~$70.85~~]	$162.78 [~~$151.49~~]	$210.70 [~~$196.09~~]	$266.00 [~~$247.56~~]	$313.94 [~~$292.17~~]	$370.50 [~~$344.81~~]
300	$120.38 [~~$112.03~~]	$219.92 [~~$204.67~~]	$291.81 [~~$271.58~~]	$363.71 [~~$338.49~~]	$439.29 [~~$408.83~~]	$530.58 [~~$493.79~~]

[400	$137.76	$254.42	$345.35	$432.85	$523.77	$633.80
500	$168.64	$312.76	$415.69	$520.34	$623.28	$746.58
600	$197.81	$365.94	$491.18	$614.70	$731.36	$870.17
700	$237.27	$441.43	$585.54	$734.79	$933.80	$1,186.71
800	$266.43	$515.20	$685.04	$860.03	$1,021.30	$1,212.81
900	$307.61	$568.38	$760.53	$950.96	$1,137.96	$1,361.74
1,000	$333.34	$618.13	$834.30	$1,045.32	$1,252.91	$1,501.72
1,100	$364.22	$676.46	$904.64	$1,132.82	$1,352.41	$1,614.58
1,200	$393.39	$729.65	$980.13	$1,227.17	$1,460.50	$1,738.18]

(4) Extraordinary collection and removal service: A cost plus rate determined by the director of sanitation for materials not included in the regular collection service as described in Section 18-8.

(5) Miscellaneous collection service charges will be as follows:

(A) Public housing may be charged as apartments.

(B) Churches, clinics, hospitals, public buildings, and schools will be charged as commercial locations.

(6) The service charge for the collection and removal of grass cuttings from any premises is:

(A) $1.50 per bag, if the service is performed by city sanitation services; and

(B) an amount specified by city contract, if the service is performed by a contractor selected by the city under Section 18-8(b)(3).

(7) Packout or drive-in service for certain handicapped persons meeting uniform requirements specified by the director of sanitation will be provided at the rate for alley or curb collection service. Any applicant for a reduced rate under this subparagraph who intentionally makes any misrepresentation in any written statement required by such uniform requirements is guilty of an offense and, upon conviction, is punishable by a fine not to exceed $500.

(8) The fee for replacement of a rollcart that is lost or damaged due to a customer's negligence is $49.59 for a garbage rollcart or $52.94 for a recycling rollcart.

(9) Large dead animals, including but not limited to horses, cattle, and other animals of similar size, will be picked up by the city for a fee of $25 per animal."

SECTION 14. That Subsection (a) of Section 18-11, "Specifying Charges for Disposal of Solid Waste Materials," of Article I, "Collection and Disposal," of CHAPTER 18, "MUNICIPAL SOLID WASTES," of the Dallas City Code, as amended, is amended to read as follows:

"(a) The following disposal service charges are established for disposing of municipal solid waste at the Northwest (Bachman) Transfer Station:

(1) Earth, rocks, and inert material will not be accepted at the station.

(2) Passenger cars, station wagons, pickups, and trailers less than 15 feet long that are used by Dallas city residents to haul their own waste from their residences to the station - no charge. (A current, valid Texas driver's license showing a Dallas address or a current Dallas water utilities bill is required as proof of residency.)

(3) Trucks or trailers with a cargo bed length of 25 feet or greater or truck-tractors with semi-trailers are prohibited from using the Northwest (Bachman) transfer station, unless specifically permitted in writing by the director of sanitation.

(4) Roll-off containers, whether open top or compactor, and compactor trucks or other trucks carrying compacted or baled refuse are prohibited from using the Northwest (Bachman) transfer station, unless specifically permitted in writing by the director of sanitation.

(5) Except as provided in Subsection (a)(6), the charge for all materials accepted at the transfer station is $47 [~~40~~] per ton based on the transfer station weighing system, with a minimum charge of $47 [~~40~~] for any load that is less than one ton.

(6) Whenever the transfer station weighing system is inoperable, the following fees will be charged for materials accepted at the transfer station:

(A) Passenger cars, station wagons, and pickups that are used by persons other than Dallas city residents to haul their own waste from their residences to the station - $40 per load.

(B) Commercial pickups - $47 [~~40~~] per load.

(C) Trucks or trailers with a cargo bed length of less than 15 feet - $187 [~~160~~] per load.

(D) Trucks or trailers with a cargo bed length of not less than 15 feet but less than 25 feet - $234 [~~200~~] per load."

SECTION 15. That Subsection (b) of Section 18-11, “Specifying Charges for Disposal of Solid Waste Materials,” of Article I, “Collection and Disposal,” of CHAPTER 18, "MUNICIPAL SOLID WASTES," of the Dallas City Code, as amended, is amended to read as follows:

“(b) The following disposal service charges are established for disposing of municipal solid waste at city landfill sites:

(1) Passenger cars, station wagons, pickups, and trailers less than 15 feet long that are used by Dallas city residents to haul their own waste from their residences to a city landfill site - no charge. (A current, valid Texas driver's license showing a Dallas address or a current Dallas water utilities bill is required as proof of residency.)

(2) Except as provided in Subsection (b)(3), the charge for all materials accepted at a city landfill site is $21 [~~19~~] per ton based on the landfill weighing system, with a minimum charge of $21 [~~19~~] for any load that is less than one ton.

(3) Whenever the landfill weighing system is inoperable, the following fees will be charged for materials accepted at a city landfill:

(A) Passenger cars, station wagons, and pickups that are used by persons other than Dallas city residents to haul their own waste from their residences to a city landfill site - $39.50 [~~33.75~~] per load.

(B) Commercial pickups - $39.50 [~~33.75~~] per load.

(C) Trucks or trailers with a cargo bed length of less than 15 feet - $92.15 [~~78.75~~] per load.

(D) Trucks or trailers with a cargo bed length of 15 feet or greater - $197.50 [~~168.75~~] per load.

(E) Roll-off containers, whether open top or compactor - $210.60 [~~180~~] per load.

(F) Compactor trucks - $263.25 [~~225~~] per load.

(4) A fee of $46.80 [~~40~~] per load will be charged for the use of city equipment, when available, to off-load bundled waste by pulling it with cables, chains, or other devices. City equipment will be used at the customer’s own risk, with the city assuming no liability for any resulting damage. Non-city vehicles are prohibited from pulling loads off of other vehicles at a city landfill site.

(5) The fee for use of the city's mechanical tipper to off-load tractor trailer loads is $87.75 [~~75~~] per use.

(6) Collection vehicles not constructed with an enclosed transport body must use nets, tarpaulins, or other devices to prevent accidental spillage. A cover fee of $10 will be charged for any collection vehicle (other than a pickup truck) that enters the landfill without being so equipped.

(7) Tires exceeding 25 inches in diameter will not be accepted at a city landfill site."

SECTION 16. That Section 24-4, "Public Library Fees and Charges," of Article I, "In General," of CHAPTER 24, "LIBRARY," of the Dallas City Code, as amended, is amended to read as follows:

"SEC. 24-4. PUBLIC LIBRARY FEES AND CHARGES.

(a) A person who damages an item of library property shall reimburse the public library the costs of repairing or rebinding the item.

(b) A person who loses or damages beyond repair an item of library property shall pay an amount equal to the retail cost of replacing the item, plus a reprocessing fee of $28 [~~20~~].

(c) A person, other than an employee or active volunteer in the city of Dallas public library system, who has been issued a library card but fails to present it when borrowing library materials from the public library shall pay $1 and submit other identification.

(d) A person, other than an employee or active volunteer in the city of Dallas public library system, shall pay a replacement fee of $4 [~~3~~] for a library card that has been lost, destroyed, or mutilated.

(e) Nonresident user fees.

(1) Nonresidents of the city who use the public library shall pay a fee of:

(A) $25 [~~20~~] to borrow five items of library property;

(B) $60 [~~50~~] to borrow 15 items of library property;

(C) $100 [~~75~~] to borrow 25 items of library property; and

(D) $250 [~~200~~] to borrow unlimited items of library property during a 12-consecutive-month period.

(2) The following nonresidents are exempt from the fees established by this subsection:

(A) a city of Dallas employee;

(B) an active volunteer for the city of Dallas public library system;

(C) a student or teacher in a public elementary or secondary school located in the city of Dallas;

(D) a person participating in the TexShare Card program, but only for items and services covered by that program; and

(E) any other person exempted by city council resolution.

(f) As an alternative to participating in the library's free reservation system when copies of a newly released item (book, movie, or music) are unavailable in the general collection because of high demand, a person may pay a $5 fee to immediately check out a copy of the item, if available, from a designated supply displayed at the library's circulation desk [~~Reserved~~].

(g) A person requesting a database search from the public library shall pay an amount equal to 100 percent of the online cost of the search plus $6 for each 15 minutes of library staff time required for the search. The director may waive up to 25 percent of the charges for a database search requested by a corporate member of the Friends of the Dallas Public Library.

(h) The fee for a printout from an electronic database is $0.25 per page for a black and white printout and $0.75 a page for a color printout.

(i) A fee of $20 will be charged for each public library account turned over to a collection agency for the purpose of recovering any money or property owed to the public library."

SECTION 17. That Subsection (e) of Section 50-159, "Application; Issuance; Fees," of Division 2, "Licenses and Permits," of Article XII, "Street Vendors," of CHAPTER 50, "CONSUMER AFFAIRS," of the Dallas City Code, as amended, is amended to read as follows:

"(e) The annual fee for a CBD concession license is $150 [~~100~~]."

SECTION 18. That Subsection (c) of Section 50-159.1, "Central Business District (CBD) Location Permits," of Division 2, "Licenses and Permits," of Article XII, "Street Vendors," of CHAPTER 50, "CONSUMER AFFAIRS," of the Dallas City Code, as amended, is amended to read as follows:

"(c) The fee for a CBD location permit is [~~shall be~~] based upon the area of the assigned site and the proximity of the site to the core of the central business district, and will [~~shall~~] be calculated in accordance with the following schedule:

Location	Annual Fee
Within CBD Core Area	$30 [~~22.50~~] per square foot
Outside of CBD Core Area	$30 [~~22.50~~] per square foot"

SECTION 19. That, unless specifically provided otherwise by this ordinance or by state law, a person violating a provision of this ordinance governing fire safety, zoning, or public health and sanitation, including dumping of refuse, is, upon conviction, punishable by a fine not to exceed $2,000 and that a person violating any other provision of this ordinance is, upon conviction, punishable by a fine not to exceed $500.

SECTION 20. That CHAPTERS 2, 5A, 15D, 17, 18, 24, and 50 of the Dallas City Code, as amended, will remain in full force and effect, save and except as amended by this ordinance. Any proceeding, civil or criminal, based upon events that occurred prior to the effective date of this ordinance are saved, and the former law is continued in effect for that purpose.

SECTION 21. That the terms and provisions of this ordinance are severable and are governed by Section 1-4 of CHAPTER 1 of the Dallas City Code, as amended.

SECTION 22. That this ordinance will take effect October 1, 2008, and it is accordingly so ordained.

APPROVED AS TO FORM:

THOMAS P. PERKINS, JR., City Attorney

By _____
Assistant City Attorney

Passed _____
LC/DCC/00449A

ADDENDUM ITEM # 20

KEY FOCUS AREA: Public Safety Improvements and Crime Reduction

AGENDA DATE: September 24, 2008

COUNCIL DISTRICT(S): All

DEPARTMENT: Fire
Office of Financial Services

CMO: Ryan S. Evans, 670-3314
Dave Cook, 670-7804

MAPSCO: N/A

SUBJECT

An ordinance amending Chapter 15D of the Dallas City Code to establish a motor vehicle accident cleanup fee and to provide for waiver of the fee for City of Dallas residents - Estimated Revenue: $1,125,000

BACKGROUND

Dallas Fire-Rescue responds to approximately 8,000 motor vehicle collisions annually. At these incidents, clean up and disposal of contaminants and debris is essential in protecting the storm water system and returning the roadway to its prior driving condition.

The FY 2008-09 Budget includes a new fee to recover cost in the clean up and disposal of contaminants and debris from motor vehicle collisions. This new fee is included in the City Manager's Proposed FY 2008-09 budget document and briefings. The fee will be assessed to the non-resident drivers(s) at fault in the motor vehicle collision. The fee will be waived for Dallas residents.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Briefed to the City Council in closed session on September 10, 2008.

FISCAL INFORMATION

Estimated Revenue: $1,125,000

9/17/08

ORDINANCE NO. _____

An ordinance adding Article IV (composed of Section 15D-71) to CHAPTER 15D, "EMERGENCY VEHICLES," of the Dallas City Code, as amended; establishing a motor vehicle accident cleanup fee; providing for waiver of the fee for city of Dallas residents; providing a saving clause; providing a severability clause; and providing an effective date.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That CHAPTER 15D, "EMERGENCY VEHICLES," of the Dallas City Code, as amended, is amended by adding Article IV, "Motor Vehicle Accident Cleanup Fee," composed of Section 15D-71, to read as follows:

"ARTICLE IV.

MOTOR VEHICLE ACCIDENT CLEANUP FEE.

SEC. 15D-71. MOTOR VEHICLE ACCIDENT CLEANUP FEE.

(a) Whenever the fire-rescue department provides services to clean up contaminants, debris, and other materials discharged onto a public right-of-way as a result of a motor vehicle accident, a motor vehicle accident cleanup fee will be charged by the city in accordance with this article. The purpose of the fee is to recover the costs incurred by the fire-rescue department in preventing the contaminants, debris, and other materials from entering the city's storm water system and in returning the public right-of-way to its condition immediately prior to the accident.

(b) The fee amount will be calculated based on the following rates:

(1) $213 per hour for the use of each ambulance/rescue vehicle (including personnel) necessary to provide bio-hazardous cleanup services.

(2) $275 per hour for the use of each fire engine (including personnel) necessary to provide general cleanup services.

(3) $275 per hour for the use of each aerial fire truck (including personnel) necessary to provide general cleanup services.

(4) $161 per hour for the use of each battalion chief vehicle (including personnel) necessary to provide general cleanup services.

(5) $16 per accident for absorbent materials used to provide general cleanup services.

(6) $5 per accident for consumable supplies (including, but not limited to, brooms, scoops, gloves, and bags) used to provide general cleanup services.

(7) $2 per accident for the disposal of bio-hazardous waste.

(8) $7 per accident for the disposal of contaminated waste.

(c) The driver of the motor vehicle determined to be liable for the motor vehicle accident shall be responsible for payment of the motor vehicle accident cleanup fee assessed under this article. If more than one driver is determined to be liable for the motor vehicle accident, then the fee will be apportioned among the drivers based on each driver's percentage of liability. If a driver is a minor, the parent or guardian of the minor shall be responsible for payment of any fee or portion of a fee assessed to the minor driver under this article.

(d) Any fee or portion of a fee assessed to a driver under this article will be waived by the city if the driver provides proof that, at the time of the motor vehicle accident, the driver was a city of Dallas resident."

SECTION 2. That CHAPTER 15D of the Dallas City Code, as amended, will remain in full force and effect, save and except as amended by this ordinance.

SECTION 3. That the terms and provisions of this ordinance are severable and are governed by Section 1-4 of CHAPTER 1 of the Dallas City Code, as amended.

SECTION 5. That this ordinance will take effect on October 1, 2008, and it is accordingly so ordained.

APPROVED AS TO FORM:

THOMAS P. PERKINS, JR., City Attorney

By _____
Assistant City Attorney

Passed _____
LC/DCC/00452A

ADDENDUM ITEM # 21

KEY FOCUS AREA: Make Government More Efficient, Effective and Economical

AGENDA DATE: September 24, 2008

COUNCIL DISTRICT(S): N/A

DEPARTMENT: Human Resources

CMO: Mary K. Suhm, 670-5306

MAPSCO: N/A

SUBJECT

Authorize **(1)** adoption of the 2009 Employee and Retiree Health Benefits Plans (self-funded Preferred and Exclusive Provider Organizations), including the Flexible Benefits (Section 125) Plan; **(2)** supplemental agreement with UnitedHealthcare to offer and provide administrative services for the Health Reimbursement Account (HRA), Employee Assistance Program and other voluntary benefits to commence on January 1, 2009 through December 31, 2009, and will include renewal options for FY 2010 and 2011; **(3)** termination of contract with Alliance Work Partner to administer Employee Assistance Program (EAP) effective December 31, 2008; and **(4)** approval of the proposed health coverage premium rates - Total cost is based on the number of employee/retiree participants in the plan - Financing: Employee Benefits Current Funds (subject to appropriations)

BACKGROUND

The City of Dallas Employee and Retiree Health Benefits Plan provides both self-insured and fully-insured medical plans to its plan members (employees and retirees). The Plan provides health coverage to over 22,492 employees, retirees and their dependents.

The 2009 Employee and Retiree Health Benefits Plan defines the City's health coverage for the self-funded Preferred and Exclusive Provider Organizations (PPO and EPO), third-party administered employee/retiree benefits plans. The PPO and EPO plans are provided to active employees, retirees and their eligible dependents.

The City's Flexible Benefits (Section 125) Plan allows employees to have their payroll deductions for health care, group life insurance, vision coverage, and dental coverage made on a pre-tax basis.

The 2009 Employee and Retiree Health Benefits Plan also defines the City's health coverage for the fully-insured Medicare Supplement, Medicare HMO and Medicare Part

BACKGROUND (Continued)

D Prescription plans, third-party administered Medicare retiree benefits plans. The fully-insured Medicare Supplement, Medicare HMO and Medicare Part D plans are provided to Certain Medicare Eligible retirees and their eligible dependents.

The 2009 Employee and Retiree Health Benefits Plans (self-insured Preferred and Exclusive Provider Organizations and fully-insured Medicare Supplement, Medicare HMO and Medicare Part D plans) will be effective for a twelve (12) month period from January 1, 2009 through December 31, 2009.

In 2009, the City will modify and streamline its health plan design. Changes will be made to enhance benefits that will provide members' with access to health and wellness services. The City will introduce a Consumer Driven Health Plan (CDHP) with a Health Reimbursement Account (HRA). Plan members will be given a HRA allocation of $1,000 or $2,000 that can be used by to cover eligible medical or prescription expenses. Members with "member only" coverage will be given a $1,000 allocation, member's who cover one or more dependents will receive a $2,000 allocation. Members will be allowed to rollover any unused HRA balances.

Under the CDHP preventative services will be free to members and covered at a 100% by the plan. The City will open an on-site medical clinic to provide primary care and preventive services. These services will be **free** to all plan members and a minimum fee or copay will be charged to employees who are non-plan members.

2009 Plan Changes

For plan year 2009, the City Manager has recommended to City Council that the following plan design changes be implemented:

- Reduce the number of medical plan options from seven to three
- Introduce a Consumer Directed Health Plan with a Health Reimbursement Account (HRA)
    - Add HRA allocation of a 1,000 or $2,000 that will also rollover
    - Wellness/preventive benefits covered at 100%
    - Increase total out-of-pocket from $4,000 to $6,000
    - Increase employee coinsurance from 20% to 25%
- Maintain a modified self-insured PPO 70/30 - $3,000 deductible plan
- Maintain self-insured Exclusive Provider Organization and introduce a 75/25 coinsurance model that will not apply to none office visit
- Implement on-site Medical Clinic to provide health and wellness and primary care services

BACKGROUND (Continued)

- All employees (insured and non-insured) and their dependents are eligible
- Free services will also be available to retirees and their dependents who are enrolled in City's Health Plan

In order to implement the 2009 plan design changes, the City desires to execute a supplemental agreement with UnitedHealthcare to offer and administer Consumer Directed Health Plan with a Health Reimbursement Account (HRA) for a fee of $4.50 per eligible employees and retirees per month. To also administer and process claims for the on-site clinic and other voluntary benefits (vision and dental benefits and employee assistance program, at no cost to the City.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized adoption of the 2008 Employee and Retiree Health Benefit Plans on September 26, 2007, by Resolution No. 07-3828.

Authorized adoption of the 2007 Employee and Retiree Health Benefit Plans on September 27, 2006, by Resolution No. 06-2640.

Authorized adoption of the 2006 Employee and Retiree Health Benefit Plans on December 14, 2005, by Resolution No. 05-3545.

Authorized adoption of the 2005 Employee and Retiree Health Benefit Plans on October 13, 2004, by Resolution No. 04-2985.

Authorized adoption of the 2004 Employee and Retiree Health Benefit Plans on September 24, 2003, by Resolution No. 03-2582.

Authorized adoption of the 2003 Employee and Retiree Health Benefit Plans on September 30, 2002, by Resolution No. 02-2810.

Authorized adoption of the 2002 Employee and Retiree Health Benefit Plans on October 24, 2001, by Resolution No. 01-3134.

Authorized adoption of the 2001 Employee and Retiree Health Benefit Plans on September 27, 2000, by Resolution No. 00-2983.

Authorized adoption of the 2000 Employee and Retiree Health Benefit Plans on January 12, 2000, by Resolution No. 00-0264.

FISCAL INFORMATION

The total cost is based on the number of employee/retiree participants in the plan - Employee Benefits Current Funds (subject to appropriations)

September 24, 2008

WHEREAS, the City of Dallas desires to continue the self-funded Preferred and Exclusive Provider Organizations, third-party administered employee and retiree health benefits plan for active employees, retirees, and their eligible dependents for the 2009 Benefit Plan Year; and

WHEREAS, the City of Dallas desires to continue the Section 125 Plan for eligible employees to receive favorable tax treatment of premiums paid for employee health care, dependent health care, vision and dental coverage, group life insurance, dependent care and non-reimbursed medical expenses; and

WHEREAS, the 2009 Employee and Retiree Health Benefits Plans (self-funded Preferred and Exclusive Provider Organizations and fully-insured Medicare Supplement, Medicare HMO and Medicare Part D Prescription plans) and the Section 125 Plan are necessary to support the City of Dallas' Employee and Retiree Health Benefits plans; and

WHEREAS, the City of Dallas desires to adopt the 2009 Plan Changes and the supplemental agreement with UnitedHealthcare to provide the administrative services for the Health Reimbursement Account for an administrative fee of $4.50 per eligible employee and retiree per month, which cost is included in the health care budget. For UnitedHealthcare to also provide administrative services for voluntary benefits to include vision, dental and employee assistance program at not cost to the City.

WHEREAS, the City of Dallas desires the administration services for these offerings to be performed by UnitedHealthcare to commence on January 1, 2009 through December 31, 2009, and will include renewal options for FY 2010 and 2011.

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

Section 1. That the attached 2009 Employee and Retiree Health Benefits Plans, 2009 health coverage premium rates, and the Section 125 Plan be approved.

Section 2. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

Distribution:

Human Resources - Rosalinda Ramirez - 6AS
Office of Financial Services - 4FN
City Attorney's Office - 7DN

2009

FLEXIBLE BENEFITS PLAN

(Section 125)

CITY OF DALLAS

FLEXIBLE BENEFIT PLAN

THIS PLAN was originally made and entered into on the 17th day of December 1986, to be effective January 1, 1987, by the City of Dallas (the "City"). This amendment and restatement is made and entered to be effective January 1, 2009. The plan is intended to be a cafeteria plan as permitted by Section 125 of the Internal Revenue Code of 1986 (the "Code") to provide eligible employees with increased benefit plan flexibility.

ARTICLE 1
Definitions

The following words and phrases shall have the meanings set forth below, unless the context clearly indicates otherwise:

Section 1.1 **Administrator or Plan Administrator.** The individual appointed pursuant to Article 4 to administer the Plan.

Section 1.2 **City.** The City of Dallas.

Section 1.3 **Code.** The Internal Revenue Code of 1986, as amended from time to time.

Section 1.4 **Dependent.** All persons who are eligible Dependents under the terms of the self-insured Preferred and Exclusive Provider Organization Medical Plans

Section 1.5 **Effective Date.** January 1, 1987.

Section 1.6 **Employee.** All permanent Employees of the City who are eligible under the terms of the Employee Benefits Program

Section 1.7 **Employee Benefits Program.** The plan of comprehensive hospital/medical, dental and vision coverage and life insurance which is maintained by the City for its eligible employees.

Section 1.8 **Participant.** An eligible employee who is enrolled in the Plan.

Section 1.9 **Plan.** City of Dallas Flexible Benefit Plan.

Section 1.10 **Plan Year.** The twelve-month period beginning January 1, 2009 and ending December 31, 2009.

Section 1.11 **Claims Administrator** - the company (including its affiliates) that provides certain claim administration services for the Plan.

Section 1.12 **Qualified Benefits.** Any benefit that is not includible in the gross income of the employee by reason of the application of section 125(a) of the Code and an express provision of the Code (other than section 106(b),, 117, 127, or 132). All Qualified Benefits available for the Plan Year are listed on Appendix A.

ARTICLE 2
Eligibility and Participation

Section 2.1. **Eligibility.** Each Employee shall be eligible to become a Participant in the Plan on the first day of employment with the City, or on the Effective Date, if later.

Section 2.2. **Enrollment.** Each employee who enrolls in one or more of the City's eligible plans shall enroll in the Plan simultaneously. Participation in the Plan will be effective from the date coverage begins.

Section 2.3 **Election.** Each Participant shall be entitled to elect eligible benefits each Plan Year, as described in Section 3.4 and Appendix A. Elections will be made during the open enrollment period of each year. Elections are for the ensuing Plan Year, January 1 through December 31, and are irrevocable for that Plan Year, except as provided in Section 3.3. A Participant who fails to enroll during the election period shall be considered to have elected to receive the benefits elected for the previous Plan Year.

ARTICLE 3
Benefits

Section 3.1. **Taxable and Nontaxable Benefits.** The Plan provides benefits which vary in their tax status. The Plan allows Participants to select among two or more benefits consisting of cash and Qualified Benefits.

This choice will not cause the inclusion in gross income of a Participant of the value of any benefits which the participant does not currently receive; provided, however, to the extent that relevant sections of the Code apply to the Plan, that in any Plan Year in which the Plan (i) discriminates in favor of "highly compensated individuals" as to eligibility to participate or in favor of "highly compensated participants" as to contributions and benefits, or (ii) provides statutory nontaxable benefits for "key employees" which exceed 25 percent of the aggregate of such benefits provided for all Employees under the Plan, the amount of any benefit offered shall be included in gross income of such highly compensated individual, participant, or key employee in the taxable year in which the Plan Year ends to the minimum extent required by law. The terms, "highly compensated individual" and "highly compensated participant" (as defined in Code section 125(e)) mean an individual or Participant who is an officer, highly compensated, or a spouse or dependent of any one of the above. A "key employee" (as defined in Code Section 416(i) (1) means an Employee who, at any time during the Plan Year or any of the preceding four Plan Years, is (i) an officer having an annual compensation greater than 150 percent of the amount in effect under Code Section 415 (c) (1) (A); (ii) one of the ten employees having annual compensation of

more than the limitation in effect under Code Section 415(c) (1) (A) and owning the largest interests in the Employer; (iii) a five-percent owner of the Employer; or (iv) a one-percent owner of the Employer having an annual compensation from the Employer of more than $150,000.

Section 3.2. **Contributions**. The City may contribute, on behalf of each Participant, an amount elected by the Participant to pay the cost required for Qualified Benefits for the Plan Year. This amount may not exceed the maximum for each year described in Appendix A attached hereto. The Plan Administrator shall have the authority to revise the maximum amount that the Employee may reduce his salary by for each Plan Year in order to reflect the change in premium costs. The reduction shall be prorated over the payroll periods during the Plan Year to which the election applies. A Participant who elects not to receive benefits shall not have a reduction of salary but shall receive an unreduced salary which is wholly taxable. The cost of all benefits will be announced each year during the enrollment period.

Section 3.3. **Elections Irrevocable.** The election of benefits and amounts shall be irrevocable for the Plan Year; provided, however, that a Participant may make a new election which is consistent with a change in family status or the change permitted by regulations issued by the Internal Revenue Service, but only if the necessary election is made within thirty days of the change.

Section 3.4. **Plan Benefits**. Pursuant to a Participant's election under this Plan, the Plan Administrator shall deduct the amount selected by a Participant from the Participant's earnings (on a pre-tax or after-tax basis, as appropriate) and pay such amounts on behalf of such Participant to the appropriate Employee Benefits Program. The Plan shall offer benefits within the categories and levels of coverage described in Appendix A attached hereto. The Plan Administrator shall have the authority to revise Appendix A annually prior to each enrollment period to reflect the benefits to be offered for the ensuing Plan Year.

ARTICLE 4
Plan Administrator

Section 4.1. **Appointment of Plan Administrator**. The Plan Administrator shall be the Plan Administrator designated by the Director of Human Resources of the City of Dallas.

Section 4.2. **Responsibilities of the Plan Administrator.** The Plan Administrator shall have the exclusive right to interpret the terms and provisions of the Plan relating to its function hereunder and to determine any facts relevant thereto or questions arising thereunder or in the administration thereof, including the right to remedy or correct any ambiguities, inconsistencies or omissions. Any such interpretation or decision of the Plan Administrator shall be conclusive and binding on all persons.

Section 4.3. **Operation of the Plan Administrator.** The Plan Administrator may adopt such rules and regulations as deemed desirable for the conduct of affairs, and may

employ such accountants, counsel and other specialists as deemed necessary or desirable in connection with the performance of his functions hereunder. The Plan Administrator shall be entitled to rely conclusively upon, and shall be fully protected in any action taken by it in good faith in relying upon, any opinions or reports which shall be furnished to it by any such accountant, counsel or other specialist.

The Plan Administrator shall serve without compensation for services provided to this plan.

ARTICLE 5
Claims Procedures

Section 5.1. Claim Denial Process

If your claim is denied, you will receive a written notice from the Claim Administrator within 30 days of receipt of the claim, as long as all needed information was provided with the claim. The Claim Administrator will notify you within this 30 day period if additional information is needed to process the claim, and may request a one time extension not longer than 15 days and pend your claim until all information is received. Once notified of the extension you then have 45 days to provide this information. If all of the needed information is received within the 45 day time frame and the claim is denied, the Claim Administrator will notify you of the denial within 15 days after the information is received. If you don't provide the needed information within the 45 day period, your claim will be denied. A denial notice will explain the reason for the denial, refer to the part of the Plan on which the denial is based, and provide the claim appeal procedures.

Section 5.2. Questions and Appeals

If you have a question or concern about a claim reimbursement determination, you may informally contact a Claim Administrator Customer Service representative before requesting a formal appeal. The Customer Service telephone number is shown on your ID card. If the Customer Service representative cannot resolve the issue to your satisfaction, you may request a formal appeal as described below. If you wish to request a formal appeal of a denied claim for reimbursement, you should contact Customer Service to obtain the Claim Administrator address where the appeal should be sent. Your appeal should be submitted in writing to that address and should include your name and identification number from the ID card, a description of the claim determination that you are appealing, the reason you believe your claim should be paid reimbursed, and any written information to support your appeal. Your first appeal request must be submitted in writing to the Claim Administrator within 180 days after you receive the denial.

A qualified individual who was not involved in the initial benefit decision being appealed will be designated to decide the appeal. Upon request and free of charge, you have the right to reasonable access to and copies of all documents, records, and other information relevant to your claim for reimbursement. The first level appeal will be conducted and you will be notified by the Claim Administrator of the decision in writing within 30 days from receipt of a request for appeal of a denied claim. If you are not

satisfied with the first level appeal decision, you have the right to request a second level appeal from the Plan Administrator. Your second level appeal request must be submitted in writing to the Plan Administrator within 60 days from receipt of the first level appeal decision. The second level appeal will be conducted and you will be notified by the Plan Administrator of the decision in writing within 30 days from receipt of a request for a second level appeal.

The Plan Administrator has the exclusive right to interpret and administer the Plan, and these decisions are conclusive and binding.

ARTICLE 6
Miscellaneous

Section 6.1. **Amendment and Termination.** This Plan shall be subject to amendment or termination at any time by the City; provided, however, that amendment or termination shall not affect any right to claim benefits arising prior to such amendment or termination, and provided further that after termination no person shall be considered to be a Participant for any purposes of the Plan.

Section 6.2. **Applicable Law.** The Plan is intended to qualify as a "cafeteria plan" under Section 125 of the Code, and shall be construed and interpreted in a manner consistent with the requirements of that section and the rules and regulations thereunder.

Section 6.3. **Nonalienation of Benefits.** The right of any Participant or Beneficiary to any benefit or to any payment hereunder shall not be subject to assignment, alienation, attachment or other legal, equitable or other process, and any attempt to assign, alienate, attach or otherwise encumber such benefit or payment shall be void.

Section 6.4. **No Contract of Employment.** Nothing herein contained shall be construed as a contract of employment between the City and any person, as a right of any person to continue in the employment of the City, or as a limitation on the right of the City to discharge any person, with or without cause. The employment records of the City shall be final and binding upon all Employees as to eligibility and participation.

APPENDIX A TO THE CITY OF DALLAS FLEXIBLE BENEFIT PLAN

A. HEALTH PACKAGE (See Appendix B for Rates)

1. **Package 1 80/20 - PPO Medical Plan**
   $300 or $1,000 or $3,000 Deductible options
   80% Eligible Expenses Using PPO Provider
   60% Eligible Expenses Using Non-PPO Providers

   Package 2 – 70/30 - PPO Medical Plan
   $300 or $1,000 or $3,000 Deductible options
   70% Eligible Expenses Using PPO Provider
   50% Eligible Expenses Using Non-PPO Providers

2. Package 3 – EPO Medical Plan
3. Package 4 – Medicare Supplemental Plans, MedicareComplete HMO Plans and a Enhanced Medicare Part "D" Prescription Plan – For Certain Medicare Eligible Retirees

B. VISION PACKAGE (See Appendix B for Rates) Spectera Health Plans

Non-contributory vision coverage through Vision PPO

C. DENTAL PACKAGE (See Appendix B for Rates)

Safeguard Dental Plans-coverage through DHMO and Indemnity Dental Plans

D. LIFE INSURANCE (See Appendix B for Rates)

1. 50,000 of term life insurance is provided by the City for eligible employees without regard to their membership in the Plan.

2. Eligible employees may purchase additional optional life insurance coverage of one, two or three times their annual salary to a maximum coverage level of $500,000.

E. DEPENDENT CARE ASSISTANCE PROGRAM

The maximum amount which an employee may contribute to dependent care assistance program is $5,000.

The benefits to be offered will be described in a separate program document.

F. EMPLOYEE MEDICAL SPENDING PLAN

The maximum amount which an employee may contribute to the employee medical spending plan is $5,000

The benefits to be offered will be described in a separate program document.

APPENDIX B TO THE CITY OF DALLAS FLEXIBLE BENEFIT PLAN

Active Employees
2009 Monthly Plan Rates

2009 Monthly Medical Rates for Active Employees

Medical Plans	70/30 PPO Plan	EPO Plan	75/25 PPO Plan with HRA
Active Full-Time Employees/Council Members			
Member only	$ 39	$ 237	$ 75
Member + spouse	$315	$ 910	$421
Member + child (ren)	$105	$ 705	$212
Member + family	$396	$1,391	$539
Permanent Part-Time			
Member only	$95	$ 378	$217
Member + spouse	$315	$ 1,052	$563
Member + child (ren)	$195	$ 916	$423
Member + family	$414	$ 1,602	$750
COBRA			
Member only	$154	$ 531	$366
Member + spouse	$321	$1,218	$719
Member + child (ren)	$291	$1,150	$647
Member + family	$440	$1,849	$980

2009 Active Employees Additional Life Insurance Monthly Rates

Age	Monthly Rate: Per $1,000
< 25	0.05
25-29	0.06
30-34	0.06
35-39	0.07
40-44	0.11
45-49	0.19
50-54	0.32
55-59	0.47
60-64	0.68
65-69	1.19
70+	2.25

2009 Active Employees Dependent Life Insurance Monthly Rates

Monthly Rate: $2.85

Amount of Coverage: $15,000 for spouse and/or $5,000 for each child

2009 Accidental Death and Dismemberment (AD& D) Monthly Rates

Principal sum – amount of coverage	Employee only	Employee + family
$25,000	$0.45	$0.68
$50,000	$ 0.90	$1.35
$75,000	$1.35	$2.03
$100,000	$1.80	$2.70
$125,000	$2.25	$3.38
$150,000	$2.70	$4.05
$175,000	$3.15	$4.73
$200,000	$3.60	$5.40
$225,000	$4.05	$6.08
$250,000	$4.50	$6.75

All Members
2009 Monthly Plan Rates

	Dental HMO	Indemnity Dental	Vision
Member only	$7.97	$23.21	$5.64
Member + spouse	$14.68	$46.44	$10.29
Member + child (ren)	$14.76	$47.36	$10.81
Member + family	$20.75	$70.60	$16.63

Under 65 Retirees
2009 Monthly Plan Rates

2009 Monthly Medical Rates

Medical Plans	70/30 PPO Plan	EPO Plan	75/25 PPO Plan with HRA
Under 65			
Retiree only	$ 264	$ 668	$ 358
Retiree + spouse	$ 846	$1,691	$ 975
Retiree + child (ren)	$ 490	$1,588	$ 643
Retiree + family	$ 1,065	$2,629	$ 1,232
Spouse	$ 582	$1,023	$ 617
Spouse + child(ren)	$ 801	$1,961	$ 874

Non-Medicare Eligible Retirees and Spouses Over 65
2009 Monthly Plan Rates

Medical Plans	70/30 PPO Plan	EPO Plan	75/25 PPO Plan with HRA
Over 65			
Retiree only	$ 264	$ 668	N/A
Retiree + spouse (both 65)	$ 846	$1,691	N/A
Retiree + spouse (one under 65/one 65+)	$ 846	$1,691	N/A
Retiree + child (ren)	$ 490	$1,588	N/A
Retiree + family (both 65)	$1,065	$2,629	N/A
Retiree + family (one under 65/one 65+)	$1,065	$2,629	N/A
Spouse Only	$ 582	$1,023	N/A
Spouse + child(ren)	$ 831	$1,961	N/A

Certain Medicare Eligible Retirees and Spouses
2009 Monthly Plan Rates

AARP MEDICARE SUPPLEMENT PLANS

Monthly Cost for Texas Residents

Rates are for Texas residents only. Rates for other states will vary. All rates subject to change during 2009 Actual rates, which may contain discounts or surcharges, are subject to change and will be provided in the enrollment kits provided to prospective insured. Retirees will also pay Medicare Part B monthly premiums.

	More than 6 months post Eligibility				Apply within 6 months of Eligibility rates are based on 50% of AARP charged rate.		
	No Pharmacy				No Pharmacy		
Members:	**Plan C**	**Plan F**	**Plan K**		**Plan C**	**Plan F**	**Plan K**
65 and Older Retiree Only	$ 98	$ 99	$ 49		50% of actual AARP rate	50% of actual AARP rate	50% of actual AARP rate
65 and Older Retiree + Spouse	$297	$298	$147		50% of actual AARP rate	50% of actual AARP rate	50% of actual AARP rate
65 and Older Spouse Only	$198	$199	$ 98		50% of actual AARP rate	50% of actual AARP rate	50% of actual AARP rate

Certain Medicare Eligible Retirees and Spouses
2009 Monthly Plan Rates

SECURE HORIZON'S MEDICARE "HMO" PLANS

	Individual Medicare HMO "Complete" Plan	Group HMO Plan 1 High Option 018409	Group HMO Plan 2 Low Option 018410
Retiree Only	$ 0	$115	$75
Retiree + Spouse	$ 0	$345	$225
Spouse Only	$ 0	$230	$150

Enhanced Medicare Part "D" Prescription Drug Plan

No Medical Included. Purchase with or without Medicare Supplement Plan Cannot be Purchased with PPO plans	
Retiree Only	$92
Retiree + Spouse	$280
Spouse Only	$188

Summary of Benefits

75/25 Choice Plus with Definity HRA

for

City of Dallas

Group Number: 708872
Effective Date: January 1, 2009

Plan Amendment: This plan may be amended by the City of Dallas at any time

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Introduction

The Plan Administrator is pleased to provide you with this Summary Plan Description (SPD). This SPD describes your Benefits, as well as your rights and responsibilities, under the Plan.

How to Use this Document

We encourage you to read your SPD and any attached Riders and/or Amendments carefully.

The Plan Administrator especially encourages you to review the Benefit limitations of this SPD by reading (Section 1: What's Covered--Benefits) and (Section 2: What's Not Covered--Exclusions). You should also carefully read (Section 9: General Legal Provisions) to better understand how this SPD and your Benefits work. You should call the Claims Administrator if you have questions about the limits of the coverage available to you.

Many of the sections of the SPD are related to other sections of the document. You may not have all of the information you need by reading just one section. The Plan Administrator also encourages you to keep your SPD and any attachments in a safe place for your future reference.

Please be aware that your Physician does not have a copy of your SPD and is not responsible for knowing or communicating your Benefits.

To continue reading, go to right column on this page.

Information about Defined Terms

Because this SPD is a legal document, the Plan Administrator wants to give you information about the document that will help you understand it. Certain capitalized words have special meanings. The Plan Administrator has defined these words in (Section 10: Glossary of Defined Terms). You can refer to Section 10 as you read this document to have a clearer understanding of your SPD.

Your Contribution to the Benefit Costs

The Plan may require the Participant to contribute to the cost of coverage. Contact your benefits representative for information about any part of this cost you may be responsible for paying.

Customer Service and Claims Submittal

Please make note of the following information that contains Claims Administrator department names and telephone numbers.

Customer Service Representative (questions regarding Coverage or procedures): As shown on your ID card.

Prior Notification: As shown on your ID card.

Mental Health/Substance Abuse Services Designee: As shown on your ID card.

To continue reading, go to left column on next page.

Claims Submittal Address:

United HealthCare Insurance Company

Attn: Claims

P.O. Box 30555

Salt Lake City, Utah 84130-0555

Customer Service: 800-736-1364

Requests for Review of Denied Claims and Notice of Complaints:

Name and Address For Submitting Requests:

United HealthCare Insurance Company

P.O. Box 30432

Salt Lake City, Utah 84130-0432

Customer Service: 800-736-1364

To continue reading, go to right column on this page.

To continue reading, go to left column on next page.

Section 1: What's Covered--Benefits

This section provides you with information about:

- Accessing Benefits.
- Copayments and Eligible Expenses.
- Annual Deductible, Out-of-Pocket Maximum and Maximum Plan Benefit.
- Covered Health Services. The Plan Administrator pays Benefits for the Covered Health Services described in this section unless they are listed as not covered in (Section 2: What's Not Covered--Exclusions).
- Covered Health Services that require you or your provider to notify the Claims Administrator before you receive them. In general, Network providers are responsible for notifying the Claims Administrator before they provide certain health services to you. You are responsible for notifying the Claims Administrator before you receive certain health services from a non-Network provider.

Accessing Benefits

You can choose to receive either Network Benefits or Non-Network Benefits. In most cases, you must see a Network Physician to obtain Network Benefits.

You must show your identification card (ID card) every time you request health care services from a Network provider. If you do not show your ID card, Network providers have no way of knowing that you are enrolled under the Plan. As a result, they may bill you for the entire cost of the services you receive. For details about when Network Benefits apply, see (Section 3: Description of Network and Non-Network Benefits).

Benefits are available only if all of the following are true:

- Covered Health Services are received while the Plan is in effect.
- Covered Health Services are received prior to the date that any of the individual termination conditions listed in (Section 8: When Coverage Ends) occurs.
- The person who receives Covered Health Services is a Covered Person and meets all eligibility requirements specified in the Plan.

Depending on the geographic area and the service you receive, you may have access through the Claims Administrator's Shared Savings Program to non-Network providers who have agreed to discount their charges for Covered Health Services. If you receive Covered Health Services from these providers, and if your Copayment is expressed as a percentage of Eligible Expenses for Non-Network Benefits, that percentage will remain the same as it is when you receive Covered Health Services from non-Network providers who have not agreed to discount their charges; however, the total that you owe may be less when you receive Covered Health Services from Shared Savings Program providers than from other non-

Network providers, because the Eligible Expenses may be a lesser amount.

Copayment

Copayment is the amount you pay each time you receive certain Covered Health Services. For a complete definition of Copayment, see (Section 10: Glossary of Defined Terms). Copayment amounts are listed on the following pages next to the description for each Covered Health Service. Please note that when Copayments are calculated as a percentage (rather than as a set dollar amount) the percentage is based on Eligible Expenses.

Eligible Expenses

Eligible Expenses for Covered Health Services, incurred while the Plan is in effect, are determined by us or by our designee. In almost all cases our designee is the Claims Administrator. For a complete definition of Eligible Expenses that describes how payment is determined, see (Section 10: Glossary of Defined Terms).

The Plan Administrator has delegated to the Claims Administrator the discretion and authority to initially determine on our behalf whether a treatment or supply is a Covered Health Service and how the Eligible Expense will be determined and otherwise covered under the Plan.

When you receive Covered Health Services from Network providers, you are not responsible for any difference between the Eligible Expenses and the amount the provider bills. When you receive Covered Health Services from non-Network providers, you are responsible for paying, directly to the non-Network provider, any difference between the amount the provider bills you and the amount the Plan Administrator will pay for Eligible Expenses.

Notification Requirements

Prior notification is required before you receive certain Covered Health Services. In general, Network providers are responsible for notifying the Claims Administrator before they provide these services to you. There are some Network Benefits, however, for which you are responsible for notifying the Claims Administrator.

When you choose to receive certain Covered Health Services from non-Network providers, you are responsible for notifying the Claims Administrator before you receive these Covered Health Services.

Services for which you must provide prior notification appear in this section under the *Must You Notify the Claims Administrator*? column in the table labeled *Benefit Information.*

To notify the Claims Administrator, call the telephone number on your ID card.

When you choose to receive services from non-Network providers, the Plan Administrator urges you to confirm with the Claims Administrator that the services you plan to receive are Covered Health Services, even if not indicated in the *Must You Notify the Claims Administrator?* column. That's because in some instances, certain procedures may not meet the definition of a Covered Health Service and therefore are excluded. In other instances, the same procedure may meet the definition of Covered Health Services. By calling before you receive treatment, you can check to see if the service is subject to limitations or exclusions such as:

- The Cosmetic Procedures exclusion. Examples of procedures that may or may not be considered Cosmetic include: breast

reduction and reconstruction (except for after cancer surgery when it is always considered a Covered Health Service); vein stripping, ligation and sclerotherapy, and upper lid blepharoplasty.

- The Experimental, Investigational or Unproven Services exclusion.
- Any other limitation or exclusion of the Plan.

Special Note Regarding Medicare

If you are enrolled for Medicare on a primary basis (Medicare pays before the Plan Administrator pays Benefits under the Plan), the notification requirements described in this SPD do not apply to you. Since Medicare is the primary payer, the Plan Administrator will pay as secondary payer as described in (Section 7: Coordination of Benefits). You are not required to notify the Claims Administrator before receiving Covered Health Services.

Payment Information

Payment Term	Description	Amounts
Annual Deductible	The amount you pay for Covered Health Services before you are eligible to receive Benefits. For a complete definition of Annual Deductible, see (Section 10: Glossary of Defined Terms). The actual amount that is applied to the Annual Deductible is calculated on the basis of Eligible Expenses. The Annual Deductible does not include any amount that exceeds Eligible Expenses. For a complete definition of Eligible Expenses, see (Section 10: Glossary of Defined Terms).	***Network and Non-Network*** $2,500 per Covered Person per calendar year, not to exceed $5,000 for all Covered Persons in a family. The deductible is combined for Network and Non-Network Services.
Out-of-Pocket Maximum	The maximum you pay, out of your pocket, in a calendar year for Copayments. For a complete definition of Out-of-Pocket Maximum, see (Section 10: Glossary of Defined Terms).	***Network*** $6,000 per Covered Person per calendar year, not to exceed $12,000 for all Covered Persons in a family. The Out-of-Pocket Maximum does include the Annual Deductible. ***Non-Network*** $10,500 per Covered Person per calendar year, not to exceed $21,000 for all Covered Persons in a family. The Out-of-Pocket Maximum does include the Annual Deductible.

Payment Term	Description	Amounts
Maximum Plan Benefit	The maximum amount the Plan Administrator will pay for Benefits during the entire period of time you are enrolled under the Plan.	***Network*** No Maximum Plan Benefit. ***Non-Network*** No Maximum Plan Benefit.

Benefit Information

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
1. Acupuncture Services Acupuncture services for pain therapy when both of the following are true: • Another method of pain management has failed. • The service is performed by a licensed acupuncturist in the provider's office.	***Network*** No	25%	Yes	Yes
	Non-Network No	50%	Yes	Yes
2. Ambulance Services - Emergency only Emergency ambulance transportation by a licensed ambulance service to the nearest Hospital where Emergency Health Services can be performed.	***Network*** No	*Ground Transportation:* 25% *Air Transportation:* 25%	Yes	Yes
	Non-Network No	Same as Network	Same as Network	Same as Network

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
3. Cancer Resource Services We will arrange for access to certain of our Network providers that participate in the Cancer Resource Services program for the provision of oncology services. We may refer you to Cancer Resource Services, or you may self refer to Cancer Resource Services by calling 866-936-6002. In order to receive the highest level of Benefits, you must contact Cancer Resource Services prior to obtaining Covered Health Services. The oncology services include Covered Health Services and supplies rendered for the treatment of a condition that has a primary or suspected diagnosis relating to cancer. In order to receive Benefits under this program, Cancer Resource Services must provide the proper notification to the Network provider performing the services. This is true even if you self refer to a Network provider participating in the program. When these services are not performed in a Cancer Resource Services facility, Benefits will be paid the same as Benefits for *Hospital-Inpatient Stay*, *Outpatient Surgery*, *Diagnostic and Therapeutic Services*, *Physician's Office Services*, and *Professional Fees for Surgical and Medical Services* stated in this (Section 1: What's Covered--Benefits).	***Network*** Cancer Resource Services must be called.	Benefits will be paid the same as Benefits for Hospital-Inpatient Stay, Outpatient Surgery, Diagnostic and Therapeutic Services, Physician's Office Services, and Professional Fees for Surgical and Medical Services		
	Non-Network Non-Network Benefits for the Cancer Resource Services program are not available.	Non-Network Benefits for the Cancer Resource Services program are not available.	Non-Network Benefits for the Cancer Resource Services program are not available.	Non-Network Benefits for the Cancer Resource Services program are not available.
4. Dental Services - Accident only Dental services when all of the following are true: • Treatment is necessary because of accidental damage. • Dental services are received from a Doctor of Dental Surgery,	***Network*** Yes	25%	Yes	Yes

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
"D.D.S." or Doctor of Medical Dentistry, "D.M.D.". • The dental damage is severe enough that initial contact with a Physician or dentist occurred within 72 hours of the accident. Benefits are available only for treatment of a sound, natural tooth. The Physician or dentist must certify that the injured tooth was: • A virgin or unrestored tooth, or • A tooth that has no decay, no filling on more than two surfaces, no gum disease associated with bone loss, no root canal therapy, is not a dental implant and functions normally in chewing and speech. Dental services for final treatment to repair the damage must be both of the following: • Started within three months of the accident. • Completed within 12 months of the accident. Please note that dental damage that occurs as a result of normal activities of daily living or extraordinary use of the teeth is not considered an "accident". Benefits are not available for repairs to teeth that are injured as a result of such activities. Benefits will be paid only for expenses incurred for the least expensive service that will, in the Plan Manager's opinion, produce a professionally adequate result.	***Non-Network*** Yes	Same as Network	Same as Network	Same as Network

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
Notify the Claims Administrator Please remember that you must notify the Claims Administrator as soon as possible, but at least five business days before follow-up (post-Emergency) treatment begins. (You do not have to provide notification before the initial Emergency treatment.) If you don't notify the Claims Administrator, Benefits will be reduced by $250; however the reduction in Benefits will not exceed Eligible Expenses for the Covered Health Services.				
5. Durable Medical Equipment Medical equipment that is all of the following: • Can withstand repeated use. • Is not disposable. • Is used to serve a medical purpose with respect to treatment of a Sickness, Injury or their symptoms. • Is generally not useful to a person in the absence of a Sickness, Injury or their symptoms. • Is appropriate for use in the home.	***Network*** Yes, for items more than $750.	25%	Yes	Yes
If more than one piece of Durable Medical Equipment can meet your functional needs, Benefits are available only for the most cost-effective piece of equipment. Examples of Durable Medical Equipment include:	***Non-Network*** Yes, for items more than $750.	50%	Yes	Yes

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
• Equipment to assist mobility, such as a standard wheelchair. • A standard Hospital-type bed. • Oxygen and the rental of equipment to administer oxygen (including tubing, connectors and masks). • Delivery pumps for tube feedings (including tubing and connectors). • Braces, including necessary adjustments to shoes to accommodate braces. Braces that stabilize an injured body part and braces to treat curvature of the spine are considered Durable Medical Equipment and are a Covered Health Service. Braces that straighten or change the shape of a body part are orthotic devices, and are excluded from coverage. Dental braces are also excluded from coverage. • Mechanical equipment necessary for the treatment of chronic or acute respiratory failure (except that air-conditioners, humidifiers, dehumidifiers, air purifiers and filters, and personal comfort items are excluded from coverage). • Filters for sleep apnea devices. The Plan Administrator and the Claims Administrator will decide if the equipment should be purchased or rented. To receive Network Benefits, you must purchase or rent the Durable Medical Equipment from the vendor the Claims Administrator identifies.				

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
Notify the Claims Administrator Please remember that you must notify the Claims Administrator before obtaining any single item of Durable Medical Equipment that costs more than $750 (either purchase price or cumulative rental of a single item). If you don't notify the Claims Administrator, you will be responsible for paying all charges and no Benefits will be paid.				
6. Emergency Health Services Services that are required to stabilize or initiate treatment in an Emergency. Emergency Health Services must be received on an outpatient basis at a Hospital or Alternate Facility. An Emergency is defined as a serious medical condition or symptom resulting from Injury, Sickness or Mental Illness which is both of the following: • Arises suddenly. • In the judgment of a reasonable person, requires immediate care and treatment, generally received within 24 hours of onset, to avoid jeopardy to life or health. You will find more information about Benefits for Emergency Health Services in (Section 3: Description of Network and Non-Network Benefits).	***Network*** No	25%	Yes	Yes
	Non-Network Yes, but only for an Inpatient Stay.	Same as Network	Same as Network	Same as Network

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
Notify the Claims Administrator To ensure prompt and accurate payment of your claim as a Network Benefit, notify the Claims Administrator within two business days or as soon as possible after you receive outpatient Emergency Health Services at a non-Network Hospital or Alternate Facility. Please remember that if you are admitted to a non-Network Hospital as a result of an Emergency, you must notify the Claims Administrator within one business day or the same day of admission, or as soon as reasonably possible. If you don't notify the Claims Administrator, Benefits for the Hospital Inpatient Stay will be reduced by $250; however the reduction in Benefits will not exceed Eligible Expenses for the Covered Health Service. Benefits will not be reduced for the outpatient Emergency Health Services.				
7. Extreme Vision Benefits The following are covered services: • Necessary contact lenses or eyeglasses to correct vision problems following cataract surgery. • The evaluation, fitting cost and purchase cost of contact lenses if there is a diagnosis of Karatoconus. Benefits are limited to once every 12 months.	***Network*** No	25%	Yes	Yes

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
	Non-Network			
	No	50%	Yes	Yes
8. Home Health Care Services received from a Home Health Agency that are both of the following: • Ordered by a Physician. • Provided by or supervised by a registered nurse in your home. Benefits are available only when the Home Health Agency services are provided on a part-time, intermittent schedule and when skilled care is required. Benefits for Home Health Agency services include private duty nursing. Skilled care is skilled nursing, skilled teaching, and skilled rehabilitation services when all of the following are true: • It must be delivered or supervised by licensed technical or professional medical personnel in order to obtain the specified medical outcome, and provide for the safety of the patient. • It is ordered by a Physician. • It is not delivered for the purpose of assisting with activities of daily living, including but not limited to dressing, feeding, bathing or transferring from a bed to a chair.	***Network*** No	25%	Yes	Yes
	Non-Network Yes	50%	Yes	Yes

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
• It requires clinical training in order to be delivered safely and effectively. • It is not Custodial Care. The Plan Administrator and the Claims Administrator will decide if skilled care is required by reviewing both the skilled nature of the service and the need for Physician-directed medical management. A service will not be determined to be "skilled" simply because there is not an available caregiver. Any combination of Network and Non-Network Benefits is limited to 30 visits per calendar year. One visit equals four hours of skilled care services. **Notify the Claims Administrator** Please remember that for Non-Network Benefits you must notify the Claims Administrator five business days before receiving services. If you don't notify the Claims Administrator, Benefits will be reduced by $250; however the reduction in Benefits will not exceed Eligible Expenses for the Covered Health Service.				
9. Hospice Care Hospice care that is recommended by a Physician. Hospice care is an integrated program that provides comfort and support services for the terminally ill. Hospice care includes physical, psychological, social and spiritual care for the terminally ill person, and short-term grief counseling for immediate family members. Benefits are available when hospice care is received from a licensed hospice	***Network*** No	25%	Yes	Yes

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
agency. Please contact the Claims Administrator for more information regarding guidelines for hospice care. You can contact the Claims Administrator at the telephone number on your ID card. **Notify the Claims Administrator** Please remember that for Non-Network Benefits you must notify the Claims Administrator five business days before receiving services. If you don't notify the Claims Administrator, Benefits will be reduced by $250; however the reduction in Benefits will not exceed Eligible Expenses for the Covered Health Service.	***Non-Network*** Yes	50%	Yes	Yes
10. Hospital - Inpatient Stay Inpatient Stay in a Hospital. Benefits are available for: • Services and supplies received during the Inpatient Stay. • Room and board in a Semi-private Room (a room with two or more beds). Benefits for Physician services are described under *Professional Fees for Surgical and Medical Services.* **Note:** Reimbursement of Non-Network radiologist, anesthesiologist, pathologist and laboratory are determined by the network status of the inpatient hospital or outpatient surgical facility. Network benefits follow the Inpatient Hospital or Outpatient Surgery benefit.	***Network*** No	25%	Yes	Yes

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
Notify the Claims Administrator Please remember that for Non-Network Benefits you must notify the Claims Administrator as follows: • For elective admissions: five business days before admission. • For non-elective admissions: within one business day or the same day of admission. • For Emergency admissions: within one business day or the same day of admission, or as soon as is reasonably possible. If you don't notify the Claims Administrator, Benefits will be reduced by $250; however the reduction in Benefits will not exceed Eligible Expenses for the Covered Health Service.	***Non-Network*** Yes	50%	Yes	Yes
11. Injections received in a Physician's Office Benefits are available for injections received in a Physician's office when no other health service is received, for example allergy immunotherapy.	***Network*** No	25% per injection	Yes	Yes
	Non-Network No	50% per injection	Yes	Yes

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
12. Maternity Services	***Network***			
Benefits for Pregnancy will be paid at the same level as Benefits for any other condition, Sickness or Injury. This includes all maternity-related medical services for prenatal care, postnatal care, delivery, and any related complications. There are special prenatal programs to help during Pregnancy. They are completely voluntary and there is no extra cost for participating in the programs. To sign up, you should notify the Claims Administrator during the first trimester, but no later than one month prior to the anticipated childbirth. The Plan Administrator will pay Benefits for an Inpatient Stay of at least: • 48 hours for the mother and newborn child following a normal vaginal delivery. • 96 hours for the mother and newborn child following a cesarean section delivery. If the mother agrees, the attending provider may discharge the mother and/or the newborn child earlier than these minimum time frames.	No	Same as Physician's Office Services, Professional Fees, Hospital-Inpatient Stay, Outpatient Diagnostic and Therapeutic Services.		
Notify the Claims Administrator Please remember that for Non-Network Benefits you must notify the Claims Administrator as soon as reasonably possible if the Inpatient Stay for the mother and/or the newborn will be more than the time frames described. If you don't notify the Claims	***Non-Network*** Yes, if Inpatient Stay exceeds time frames.	Same as Physician's Office Services, Professional Fees, Hospital-Inpatient Stay, Outpatient Diagnostic and Therapeutic Services.		

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
Administrator that the Inpatient Stay will be extended, your Benefits for the extended stay will be reduced by $250; however the reduction in Benefits will not exceed Eligible Expenses for the Covered Health Service.				
13. Mental Health and Substance Abuse Services - Outpatient Mental Health Services and Substance Abuse Services received on an outpatient basis in a provider's office or at an Alternate Facility, including: • Mental health, substance abuse and chemical dependency evaluations and assessment. • Diagnosis. • Treatment planning. • Referral services. • Medication management. • Short-term individual, family and group therapeutic services (including intensive outpatient therapy). • Crisis intervention.	***Network*** You must call the Mental Health/ Substance Abuse Designee to receive the Benefits.	25%	No	Yes
For Network Benefits, referrals to a Mental Health/Substance Abuse provider are at the sole discretion of the Mental Health/Substance Abuse Designee, who is responsible for	***Non-Network*** You must call the Mental	50%	No	Yes

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
coordinating all of your care. Contact the Mental Health/Substance Abuse Designee regarding Network Benefits for outpatient Mental Health and Substance Abuse Services. Any combination of Network and Non-Network Benefits for Mental Health Services is limited to 20 visits per calendar year. Any combination of Network and Non-Network Benefits for Serious Mental Health Services is limited to 60 visits per calendar year. Any combination of Network and Non-Network Benefits for Substance Abuse Services is limited to 3 series per lifetime. **Authorization Required** Please remember that you must call and get authorization to receive these Benefits in advance of any treatment through the Mental Health/Substance Abuse Designee. The Mental Health/Substance Abuse Designee phone number appears on your ID card. Without authorization, you will be responsible for paying all charges and no Benefits will be paid.	Health/ Substance Abuse Designee to receive the Benefits.			
14. Mental Health and Substance Abuse Services - Inpatient and Intermediate Mental Health Services and Substance Abuse Services received on an inpatient or intermediate care basis in a Hospital or an Alternate Facility. Benefits include detoxification from abusive chemicals or	***Network*** You must call the Mental Health/ Substance Abuse Designee	25%	No	Yes

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
substances that is limited to physical detoxification when necessary to protect your physical health and well-being.	to receive the Benefits.			
The Mental Health/Substance Abuse Designee, who will authorize the services, will determine the appropriate setting for the treatment. If an Inpatient Stay is required, it is covered on a Semi-private Room basis. At the discretion of the Mental Health/Substance Abuse Designee, two sessions of intermediate care (such as partial hospitalization) may be substituted for one inpatient day. Network Benefits for Mental Health Services and Substance Abuse Services must be provided by or under the direction of the Mental Health/Substance Abuse Designee. For Network Benefits, referrals to a Mental Health/Substance Abuse provider are at the sole discretion of the Mental Health/Substance Abuse Designee, who is responsible for coordinating all of your care. Contact the Mental Health/Substance Abuse Designee regarding Benefits for inpatient/intermediate Mental Health Services and Substance Abuse Services. Any combination of Network and Non-Network Benefits for Mental Health Services is limited to 30 visits per calendar year. Any combination of Network and Non-Network Benefits for Serious Mental Health Services is limited to 45 visits per calendar year	***Non-Network*** You must call the Mental Health/ Substance Abuse Designee to receive the Benefits.	50%	No	Yes

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
Any combination of Network and Non-Network Benefits for Substance Abuse Services is limited to 3 series per lifetime. **Authorization Required** Please remember that you must call and get authorization to receive these Benefits in advance of any treatment through the Mental Health/Substance Abuse Designee. The Mental Health/Substance Abuse Designee phone number appears on your ID card. Without authorization, you will be responsible for paying all charges and no Benefits will be paid.				
15. Nutritional Counseling Covered Health Services provided by a registered dietician in an individual session for Covered Persons with diabetes that require a special diet.	***Network*** No	25%	Yes	Yes
	Non-Network No	50%	Yes	Yes
16. Orthognathic Surgery/Treatment Benefits for orthognathic surgery and treatment are covered if considered a proven treatment of the presenting medical condition and is not considered cosmetic in nature.	***Network*** No	25%	Yes	Yes
	Non-Network			

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
	No	50%	Yes	Yes
17. Ostomy Supplies Benefits for ostomy supplies include only the following: • Pouches, face plates and belts. • Irrigation sleeves, bags and catheters. • Skin barriers.	***Network*** No	25%	Yes	Yes
Benefits are not available for gauze, adhesive, adhesive remover, deodorant, pouch covers, or other items not listed above.	***Non-Network*** No	50%	Yes	Yes

18. Outpatient Surgery, Diagnostic and Therapeutic Services

Note:
Reimbursement of Non-Network radiologist, anesthesiologist, pathologist and laboratory are determined by the network status of the inpatient hospital or outpatient surgical facility. Network benefits follow the Inpatient Hospital or Outpatient Surgery benefit.

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
Outpatient Surgery Covered Health Services received on an outpatient basis at a Hospital or Alternate Facility including: • Benefits under this section include only the facility charge and the charge for required Hospital-based professional services, supplies and equipment. Benefits for the surgeon fees related to outpatient surgery are described under *Professional Fees for Surgical and Medical Services*.	***Network*** No	25%	Yes	Yes
When these services are performed in a Physician's office, Benefits are described under *Physician's Office Services* below.	***Non-Network*** No	50%	Yes	Yes
Outpatient Diagnostic Services Covered Health Services received on an outpatient basis at a Hospital or Alternate Facility including: • Lab and radiology/X-ray. • Mammography testing. Routine mammograms are limited to 1 each calendar year, starting at age 35.	***Network*** No	***For lab and radiology/ X-ray:*** 25%	Yes	Yes
Benefits under this section include the facility charge, the charge for required services, supplies and equipment, and all related professional fees.	No	***For mammography testing:***		
When these services are performed in a Physician's office, Benefits are described under *Physician's Office Services* below. However, Non-Network services performed in a Non-Network Physician's office will be paid at the non-network level described in Physician's Office		0%	Not Applicable	No

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
Services below unless the claim system search in history finds a network office service within 15 days prior to the Non-Network services. If a network service is found it will pay at the Network level.				
This section does not include Benefits for CT scans, PET scans, MRIs, or nuclear medicine, which are described immediately below.	***Non-Network*** No	50%	Yes	Yes
Outpatient Diagnostic/Therapeutic Services - CT Scans, Pet Scans, MRI and Nuclear Medicine Covered Health Services for CT scans, PET scans, MRI, and nuclear medicine received on an outpatient basis at a Hospital or Alternate Facility.	***Network*** No	25%	Yes	Yes
Benefits under this section include the facility charge, the charge for required services, supplies and equipment, and all related professional fees.	***Non-Network*** No	50%	Yes	Yes
Outpatient Therapeutic Treatments Covered Health Services for therapeutic treatments received on an outpatient basis at a Hospital or Alternate Facility, including dialysis, intravenous chemotherapy or other intravenous infusion therapy, and other treatments not listed above.	***Network*** No	25%	Yes	Yes
Benefits under this section include the facility charge, the charge for required services, supplies and equipment, and all related	***Non-Network*** No	50%	Yes	Yes

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
professional fees. When these services are performed in a Physician's office, Benefits are described under *Physician's Office Services* below.				
19. Physician's Office Services **Covered Health Services for preventive medical care. Preventive medical care includes:** • Voluntary family planning. • Well-baby and well-child care. • Routine physical examinations. • Vision and hearing screenings. (Vision screenings do not include refractive examinations to detect vision impairment.) • Immunizations. Routine exams and screenings are subject to the following limits: - 6 visits per calendar year for ages 0 to 24 months. - 1 visit per calendar year for ages 2 and up. - Annual Pap Smears for females ages 20 and up. - Annual Mammograms for females ages 35 and up. - Annual PSA testing for males ages 35 and up.	***Network*** No	0%	Not Applicable	Yes

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
- Colonoscopy once every 5 years for males and females ages 50 and up. - Annual cholesterol screening for men ages 30 to 65. - Cholesterol screening every 2 years for women ages 40 to 65. - Annual obesity screening for ages 17 and up. - Cervical cancer screening every 2 years for ages 17 and up. - Immunizations - Tetanus and Diphtheria every 10 years for ages 17 and up. - Immunizations – Influenza annually for ages 17 and up. - Immunizations – Hepatitis A/B for any person at risk.				
	Non-Network No	50%	Yes	Yes
Covered Health Services for the diagnosis and treatment of a Sickness or Injury received in a Physician's office.	***Network*** No	25%	Yes	Yes
	Non-Network No	50%	Yes	Yes
20. Professional Fees for Surgical and Medical Services Professional fees for surgical procedures and other medical care	***Network*** No	25%	Yes	Yes

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
received in a Hospital, Skilled Nursing Facility, Inpatient Rehabilitation Facility or Alternate Facility, or for Physician house calls.				
When these services are performed in a Physician's office, Benefits are described under *Physician's Office Services* above.	***Non-Network*** No	50%	Yes	Yes
21. Prosthetic Devices External prosthetic devices that replace a limb or an external body part, limited to: • Artificial arms, legs, feet and hands. • Artificial eyes, ears and noses. • Breast prosthesis as required by the Women's Health and Cancer Rights Act of 1998. Benefits include mastectomy bras and lymphedema stockings for the arm.	***Network*** No	25%	Yes	Yes
If more than one prosthetic device can meet your functional needs, Benefits are available only for the most cost-effective prosthetic device. The prosthetic device must be ordered or provided by, or under the direction of a Physician. Except for items required by the Women's Health and Cancer Rights Act of 1998.	***Non-Network*** No	50%	Yes	Yes
22. Reconstructive Procedures	***Network***			

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
Services for reconstructive procedures, when a physical impairment exists and the primary purpose of the procedure is to improve or restore physiologic function. Reconstructive procedures include surgery or other procedures which are associated with an Injury, Sickness or Congenital Anomaly. The fact that physical appearance may change or improve as a result of a reconstructive procedure does not classify such surgery as a Cosmetic Procedure when a physical impairment exists, and the surgery restores or improves function.	No	Same as Physician's Office Services, Professional Fees, Hospital-Inpatient Stay, Outpatient Diagnostic and Therapeutic Services, and Prosthetic Devices.		
Cosmetic Procedures are excluded from coverage. Procedures that correct an anatomical Congenital Anomaly without improving or restoring physiologic function are considered Cosmetic Procedures. The fact that a Covered Person may suffer psychological consequences or socially avoidant behavior as a result of an Injury, Sickness or Congenital Anomaly does not classify surgery or other procedures done to relieve such consequences or behavior as a reconstructive procedure. Please note that Benefits for reconstructive procedures include breast reconstruction following a mastectomy, and reconstruction of the non-affected breast to achieve symmetry. Other services required by the Women's Health and Cancer Rights Act of 1998, including breast prostheses and treatment of complications, are provided in the same manner and at the same level as those for any other Covered Health Service. You can contact the Claims Administrator at the telephone number on your ID card for more information about Benefits for mastectomy-related services. **Notify the Claims Administrator**	***Non-Network*** Yes	Same as Physician's Office Services, Professional Fees, Hospital-Inpatient Stay, Outpatient Diagnostic and Therapeutic Services, and Prosthetic Devices.		

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
Please remember that for Non-Network Benefits you must notify the Claims Administrator five business days before receiving services. When you provide notification, the Claims Administrator can verify that the service is a reconstructive procedure rather than a Cosmetic Procedure. Cosmetic Procedures are always excluded from coverage. If you don't notify the Claims Administrator, Benefits for reconstructive procedures will be reduced by $250; however the reduction in Benefits will not exceed Eligible Expenses for the Covered Health Service.				
23. Rehabilitation Services - Outpatient Therapy Short-term outpatient rehabilitation services for: • Physical therapy. • Occupational therapy. • Speech therapy. • Pulmonary rehabilitation therapy. • Cardiac rehabilitation therapy. Rehabilitation services must be performed by a licensed therapy provider, under the direction of a Physician. Benefits are available only for rehabilitation services that are expected to result in significant physical improvement in your condition within two months of the start of treatment.	***Network*** No ***Non-Network*** No	25% 50%	Yes Yes	Yes Yes

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
Please note that the Plan Administrator will pay Benefits for speech therapy only when the speech impediment or speech dysfunction results from Injury, stroke or a Congenital Anomaly. Any combination of Network and Non-Network Benefits is limited as follows: • 30 visits of physical therapy per calendar year. • 30 visits of occupational therapy per calendar year. • 30 visits of speech therapy per calendar year.				
24. Skilled Nursing Facility/Inpatient Rehabilitation Facility Services Services for an Inpatient Stay in a Skilled Nursing Facility or Inpatient Rehabilitation Facility. Benefits are available for: • Services and supplies received during the Inpatient Stay. • Room and board in a Semi-private Room (a room with two or more beds). Any combination of Network and Non-Network Benefits is limited to 120 days per calendar year. Please note that Benefits are available only for the care and treatment of an Injury or Sickness that would have otherwise required an Inpatient Stay in a Hospital.	***Network*** No	25%	Yes	Yes

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
Notify the Claims Administrator Please remember that for Non-Network Benefits you must notify the Claims Administrator as follows: • For elective admissions: five business days before admission. • For non-elective admission: within one business day or the same day of admission. • For Emergency admissions: within one business day or the same day of admission, or as soon as is reasonably possible. If you don't notify the Claims Administrator, Benefits will be reduced by $250; however the reduction in Benefits will not exceed Eligible Expenses for the Covered Health Service.	***Non-Network*** Yes	50%	Yes	Yes
25. Spinal Treatment Benefits for Spinal Treatment when provided by a Spinal Treatment provider in the provider's office.	***Network*** No	25%	Yes	Yes
Benefits include diagnosis and related services and are limited to one visit and treatment per day. Any combination of Network and Non-Network Benefits for Spinal Treatment is limited to 20 visits per calendar year.	***Non-Network*** No	50%	Yes	Yes

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
26. Temporomandibular Joint Dysfunction (TMJ) Covered Health Services for diagnostic and surgical treatment of conditions affecting the temporomandibular joint when provided by or under the direction of a Physician. Benefits include necessary diagnostic or surgical treatment required as a result of accident, trauma, congenial defect, developmental defect, or pathology.	***Network*** No	Same as Physician's Office Services, Professional Fees, Hospital-Inpatient Stay, and Outpatient Diagnostic and Therapeutic Services.		
Benefits are not available for charges or services that are dental in nature.	***Non-Network*** No	Same as Physician's Office Services, Professional Fees, Hospital-Inpatient Stay, and Outpatient Diagnostic and Therapeutic Services.		
27. Transplantation Services Covered Health Services for the following organ and tissue transplants when ordered by a Physician. For Network Benefits, transplantation services must be received at a Designated Facility. Transplantation services provided at a non-Designated Facility will be covered as Non-Network Benefits. Benefits are available for the transplants listed below when the transplant meets the definition of a Covered Health Service, and is not an Experimental, Investigational or Unproven Service: The Copayment and Annual Deductible will not apply to Network Benefits when a transplant listed below is received at a Designated Facility. The services described under **Transportation and Lodging** below are Covered Health Services **ONLY** in connection	***Network*** Yes	25%	Yes	Yes

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
with a transplant received at a Designated Facility.				
• Bone marrow transplants (either from you or from a compatible donor) and peripheral stem cell transplants, with or without high dose chemotherapy. Not all bone marrow transplants meet the definition of a Covered Health Service. The search for bone marrow/stem cell from a donor who is not biologically related to the patient is a Covered Health Service only for a transplant received at a Designated Facility. • Heart transplants. • Heart/lung transplants. • Lung transplants. • Kidney transplants. • Kidney/pancreas transplants. • Liver transplants. • Liver/small bowel transplants. • Pancreas transplants. • Small bowel transplants. Network Benefits are also available for cornea transplants that are provided by a Network Physician at a Network Hospital. We do not require that cornea transplants be performed at a Designated Facility in order for you to receive Network Benefits. For cornea transplants, Benefits will be paid at the same level as *Professional Fees for Surgical and Medical Services*, *Outpatient Surgery, Diagnostic and Therapeutic Services*,	***Non-Network*** Yes	50%	Yes	Yes

and *Hospital - Inpatient Stay* rather than as described in this section "*Transplantation Services*".

Organ or tissue transplants or multiple organ transplants other than those listed above are excluded from coverage.

Under the Plan there are specific guidelines regarding Benefits for transplant services. Contact the Claims Administrator at the telephone number on your ID card for information about these guidelines.

Transportation and Lodging

The Claims Administrator will assist the patient and family with travel and lodging arrangements only when services are received from a Designated Facility. Expenses for travel, lodging and meals for the transplant recipient and a companion are available under this Plan as follows:

- Transportation of the patient and one companion who is traveling on the same day(s) to and/or from the site of the transplant for the purposes of an evaluation, the transplant procedure or necessary post-discharge follow-up.
- Eligible Expenses for lodging and meals for the patient (while not confined) and one companion. Benefits are paid at a per diem rate of up to $75 per person.
- Travel and lodging expenses are only available if the transplant recipient resides more than 50 miles from the Designated Facility.
- If the patient is an Enrolled Dependent minor child, the

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?

transportation expenses of two companions will be covered and lodging and meal expenses will be reimbursed up to the $75 per diem rate.

There is a combined overall lifetime maximum Benefit of $10,000 per Covered Person for all transportation, lodging and meal expenses incurred by the transplant recipient and companion(s) and reimbursed under this Plan in connection with all transplant procedures.

Notify the Claims Administrator

You must notify the Claims Administrator as soon as the possibility of a transplant arises (and before the time a pre-transplantation evaluation is performed at a transplant center). If you do not notify the Claims Administrator, and if the transplantation services are not performed at a Designated Facility, you will be responsible for paying all charges and Network Benefits will not be paid. Non-Network Benefits may be available.

Please remember that for Non-Network Benefits you must notify the Claims Administrator as soon as the possibility of a transplant arises (and before the time a pre-transplantation evaluation is performed at a transplant center). If you don't notify the Claims Administrator, Benefits will be reduced by $250; however the reduction in Benefits will not exceed Eligible Expenses for the Covered Health Service.

28. Urgent Care Center Services

Network

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
Covered Health Services received at an Urgent Care Center. When services to treat urgent health care needs are provided in a Physician's office, Benefits are available as described under *Physician's Office Services* earlier in this section.	No	25%	Yes	Yes
	Non-Network			
	No	50%	Yes	Yes

Section 2: What's Not Covered--Exclusions

This section contains information about:

- How headings are used in this section.
- Medical services that are not covered. The Plan Administrator calls these Exclusions. It's important for you to know what services and supplies are not covered under the Plan.

How The Plan Administrator Uses Headings in this Section

To help you find specific exclusions more easily, the Plan Administrator uses headings. The headings group services, treatments, items, or supplies that fall into a similar category. Actual exclusions appear underneath headings. A heading does not create, define, modify, limit or expand an exclusion. All exclusions in this section apply to you.

To continue reading, go to right column on this page.

The Plan Administrator Do not Pay Benefits for Exclusions

We will not pay Benefits for any of the services, treatments, items or supplies described in this section, even if either of the following are true:

- It is recommended or prescribed by a Physician.
- It is the only available treatment for your condition.

The services, treatments, items or supplies listed in this section are not Covered Health Services, except as may be specifically provided for in (Section 1: What's Covered--Benefits) or through a Rider to the SPD.

A. Alternative Treatments

1. Acupressure.
2. Aroma therapy.
3. Hypnotism.
4. Massage Therapy.
5. Rolfing.
6. Other forms of alternative treatment as defined by the Office of Alternative Medicine of the National Institutes of Health.

B. Comfort or Convenience

1. Television.
2. Telephone.
3. Beauty/Barber service.
4. Guest service.

To continue reading, go to left column on next page.

5. Supplies, equipment and similar incidental services and supplies for personal comfort. Examples include:
   - — Air conditioners.
   - — Air purifiers and filters.
   - — Batteries and battery chargers.
   - — Dehumidifiers.
   - — Humidifiers.
6. Devices and computers to assist in communication and speech.

C. Dental

1. Dental care except as described in (Section 1: What's Covered--Benefits) under the heading *Dental Services - Accident Only*.
2. Preventive care, diagnosis, treatment of or related to the teeth, jawbones or gums. Examples include all of the following:
   - — Extraction, restoration and replacement of teeth.
   - — Medical or surgical treatments of dental conditions.
   - — Services to improve dental clinical outcomes.
3. Dental implants.
4. Dental braces.
5. Dental X-rays, supplies and appliances and all associated expenses, including hospitalizations and anesthesia. The only exceptions to this are for any of the following:
   - — Transplant preparation.
   - — Initiation of immunosuppressives.
   - — The direct treatment of acute traumatic Injury, cancer or cleft palate.
6. Treatment of congenitally missing, malpositioned, or super numerary teeth, even if part of a Congenital Anomaly.

To continue reading, go to right column on this page.

D. Drugs

1. Prescription drug products for outpatient use that are filled by a prescription order or refill.
2. Self-injectable medications.
3. Non-injectable medications given in a Physician's office except as required in an Emergency.
4. Over the counter drugs and treatments.

E. Experimental, Investigational or Unproven Services

Experimental, Investigational and Unproven Services are excluded. The fact that an Experimental, Investigational or Unproven Service, treatment, device or pharmacological regimen is the only available treatment for a particular condition will not result in Benefits if the procedure is considered to be Experimental, Investigational or Unproven in the treatment of that particular condition.

F. Foot Care

1. Routine foot care (including the cutting or removal of corns and calluses).
2 Nail trimming, cutting, or debriding.
3. Hygienic and preventive maintenance foot care. Examples include the following:
   - — Cleaning and soaking the feet.
   - — Applying skin creams in order to maintain skin tone.
   - — Other services that are performed when there is not a localized illness, Injury or symptom involving the foot.
4. Treatment of flat feet.
5. Treatment of subluxation of the foot.

To continue reading, go to left column on next page.

6. Shoe orthotics.

G. Medical Supplies and Appliances

1. Devices used specifically as safety items or to affect performance in sports-related activities.
2. Prescribed or non-prescribed medical supplies and disposable supplies. Examples include:
   - — Elastic stockings.
   - — Ace bandages.
   - — Gauze and dressings.
   - — Syringes.
   - — Diabetic test strips.
3. Orthotic appliances that straighten or re-shape a body part (including cranial banding and some types of braces).
4. Tubings and masks are not covered except when used with Durable Medical Equipment as described in (Section 1: What's Covered--Benefits).

H. Mental Health/Substance Abuse

1. Services performed in connection with conditions not classified in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association.
2. Mental Health Services and Substance Abuse Services that extend beyond the period necessary for short-term evaluation, diagnosis, treatment or crisis intervention.
3. Mental Health Services as treatment for insomnia and other sleep disorders, neurological disorders and other disorders with a known physical basis.
4. Treatment for conduct and impulse control disorders, personality disorders, paraphilias and other Mental Illnesses that

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will not substantially improve beyond the current level of functioning, or that are not subject to favorable modification or management according to prevailing national standards of clinical practice, as reasonably determined by the Mental Health/Substance Abuse Designee.

5. Services utilizing methadone treatment as maintenance, L.A.A.M. (1-Alpha-Acetyl-Methadol), Cyclazocine, or their equivalents.
6. Treatment provided in connection with or to comply with involuntary commitments, police detentions and other similar arrangements, unless authorized by the Mental Health/Substance Abuse Designee.
7. Residential treatment services.
8. Services or supplies for the diagnosis or treatment of Mental Illness, alcoholism or substance abuse disorders that, in the reasonable judgment of the Mental Health/Substance Abuse Designee, are any of the following:
   - — Not consistent with prevailing national standards of clinical practice for the treatment of such conditions.
   - — Not consistent with prevailing professional research demonstrating that the services or supplies will have a measurable and beneficial health outcome.
   - — Typically do not result in outcomes demonstrably better than other available treatment alternatives that are less intensive or more cost effective.
   - — Not consistent with the Mental Health/Substance Abuse Designee's level of care guidelines or best practices as modified from time to time.

The Mental Health/Substance Abuse Designee may consult with professional clinical consultants, peer review committees or

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other appropriate sources for recommendations and information regarding whether a service or supply meets any of these criteria.

I. Nutrition

1. Megavitamin and nutrition based therapy.
2. Nutritional counseling for either individuals or groups except as specifically described in (Section 1: What's Covered--Benefits).
3. Enteral feedings and other nutritional and electrolyte supplements, including infant formula and donor breast milk.

J. Physical Appearance

1. Cosmetic Procedures. See the definition in (Section 10: Glossary of Defined Terms). Examples include:
   - — Pharmacological regimens, nutritional procedures or treatments.
   - — Scar or tattoo removal or revision procedures (such as salabrasion, chemosurgery and other such skin abrasion procedures).
   - — Skin abrasion procedures performed as a treatment for acne.
2. Replacement of an existing breast implant if the earlier breast implant was performed as a Cosmetic Procedure.
   Note: Replacement of an existing breast implant is considered reconstructive if the initial breast implant followed mastectomy. See *Reconstructive Procedures* in (Section 1: What's Covered--Benefits).
3. Physical conditioning programs such as athletic training, body-building, exercise, fitness, flexibility, and diversion or general motivation.
4. Weight loss programs whether or not they are under medical supervision. Weight loss programs for medical reasons are also excluded.

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5. Wigs regardless of the reason for the hair loss.

K. Preexisting Conditions

1. Benefits for the treatment of a Preexisting Condition are excluded until the date you have had Continuous Creditable Coverage for 12 months.

   This exclusion does not apply to newborn children or newly adopted children. This exception for newborn and adopted children no longer applies after the end of the first 63-day period during which the child has not had Continuous Creditable Coverage.

L. Providers

1. Services performed by a provider who is a family member by birth or marriage, including spouse, brother, sister, parent or child. This includes any service the provider may perform on himself or herself.
2. Services performed by a provider with your same legal residence.
3. Services provided at a free-standing or Hospital-based diagnostic facility without an order written by a Physician or other provider. Services that are self-directed to a free-standing or Hospital-based diagnostic facility. Services ordered by a Physician or other provider who is an employee or representative of a free-standing or Hospital-based diagnostic facility, when that Physician or other provider:
   - — Has not been actively involved in your medical care prior to ordering the service, or
   - — Is not actively involved in your medical care after the service is received.

   This exclusion does not apply to mammography testing.

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M. Reproduction

1. Health services and associated expenses for infertility treatments. The diagnosis of the underlying condition is covered.
2. Surrogate parenting.
3. The reversal of voluntary sterilization.
4. Health services and associated expenses for elective abortion.
5. Contraceptive supplies and services.
6. Fetal reduction surgery.
7. Health services associated with the use of non-surgical or drug-induced Pregnancy termination.

N. Services Provided under Another Plan

1. Health services for which other coverage is required by federal, state or local law to be purchased or provided through other arrangements. This includes, but is not limited to, coverage required by workers' compensation, no-fault auto insurance, or similar legislation.

   If coverage under workers' compensation or similar legislation is optional for you because you could elect it, or could have it elected for you, Benefits will not be paid for any Injury, Sickness or Mental Illness that would have been covered under workers' compensation or similar legislation had that coverage been elected.
2. Health services for treatment of military service-related disabilities, when you are legally entitled to other coverage and facilities are reasonably available to you.
3. Health services while on active military duty.

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O. Transplants

1. Health services for organ and tissue transplants, except those described in (Section 1: What's Covered--Benefits).
2. Health services connected with the removal of an organ or tissue from you for purposes of a transplant to another person. (Donor costs for removal are payable for a transplant through the organ recipient's Benefits under the Plan).
3. Health services for transplants involving mechanical or animal organs.
4. Any solid organ transplant that is performed as a treatment for cancer.
5. Any multiple organ transplant not listed as a Covered Health Service under the heading *Transplantation Health Services* in (Section 1: What's Covered--Benefits).

P. Travel

1. Health services provided in a foreign country, unless required as Emergency Health Services.
2. Travel or transportation expenses, even though prescribed by a Physician. Some travel expenses related to covered transplantation services may be reimbursed at our discretion.

Q. Vision and Hearing

1. Purchase cost of hearing aids, eye glasses or contact lenses.
2. Fitting charge for hearing aids, eye glasses or contact lenses.
3. Eye exercise therapy.
4. Surgery that is intended to allow you to see better without glasses or other vision correction including radial keratotomy, laser, and other refractive eye surgery.
5. Routine vision examinations, including refractive examinations.

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R. All Other Exclusions

1. Health services and supplies that do not meet the definition of a Covered Health Service - see the definition in (Section 10: Glossary of Defined Terms).
2. Physical, psychiatric or psychological exams, testing, vaccinations, immunizations or treatments that are otherwise covered under the Plan when:
   - Required solely for purposes of career, education, sports or camp, travel, employment, insurance, marriage or adoption.
   - Related to judicial or administrative proceedings or orders.
   - Conducted for purposes of medical research.
   - Required to obtain or maintain a license of any type.
3. Health services received as a result of war or any act of war, whether declared or undeclared or caused during service in the armed forces of any country.
4. Health services received after the date your coverage under the Plan ends, including health services for medical conditions arising before the date your coverage under the Plan ends.
5. Health services for which you have no legal responsibility to pay, or for which a charge would not ordinarily be made in the absence of coverage under the Plan.
6. In the event that a non-Network provider waives Copayments and/or the Annual Deductible for a particular health service, no Benefits are provided for the health service for which the Copayments and/or Annual Deductible are waived.
7. Charges in excess of Eligible Expenses or in excess of any specified limitation.
8. Services for the evaluation and treatment of temporomandibular joint syndrome (TMJ), when the services are considered to be dental in nature.

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9. Upper and lower jawbone surgery except as required for direct treatment of acute traumatic Injury or cancer. Orthognathic surgery, jaw alignment and treatment for the temporomandibular joint, except as a treatment of obstructive sleep apnea, except as a treatment of obstructive sleep apnea and as provided in Section 1..
10. Non-surgical treatment of obesity, including morbid obesity.
11. Surgical treatment of obesity. Surgical treatment of morbid obesity is covered if any of the following exists: severe morbid obesity (with a BMI greater than 40); morbid obesity with 100 pounds over ideal body weight and 30% over ideal body weight with underlying medical condition. Surgery is limited to $5,000 per calendar year.
12. Growth hormone therapy.
13. Sex transformation operations.
14. Custodial Care.
15. Domiciliary care.
16. Private duty nursing provided on an inpatient basis.
17. Respite care.
18. Rest cures.
19. Psychosurgery.
20. Treatment of benign gynecomastia (abnormal breast enlargement in males).
21. Medical and surgical treatment of excessive sweating (hyperhidrosis).
22. Medical and surgical treatment for snoring, except when provided as a part of treatment for documented obstructive sleep apnea.
23. Oral appliances for snoring.

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24. Speech therapy except as required for treatment of a speech impediment or speech dysfunction that results from Injury, stroke, or a Congenital Anomaly.
25. Any charges for missed appointments, room or facility reservations, completion of claim forms or record processing.
26. Any charge for services, supplies or equipment advertised by the provider as free.
27. Any charges prohibited by federal anti-kickback or self-referral statutes.

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Section 3: Description of Network and Non-Network Benefits

This section includes information about:

- Network Benefits.
- Non-Network Benefits.
- Emergency Health Services.

Network Benefits

Network Benefits are generally paid at a higher level than Non-Network Benefits. Network Benefits are payable for Covered Health Services which are either of the following:

- Provided by a Network Physician, Network facility, or other Network provider.
- Emergency Health Services.

Please note that Mental Health and Substance Abuse Services must be authorized by the Mental Health/Substance Abuse Designee. Please see (Section 1: What's Covered--Benefits) under the heading for *Mental Health and Substance Abuse*.

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Comparison of Network and Non-Network Benefits

	Network	Non-Network
Benefits	A higher level of Benefits means less cost to you. See (Section 1: What's Covered--Benefits).	A lower level of Benefits means more cost to you. See (Section 1: What's Covered--Benefits).
Who Should Notify the Claims Administrator for Care Coordination	Network providers generally handle notification for you. However, there are exceptions. See (Section 1: What's Covered--Benefits), under the *Must You Notify the Claims Administrator?* column.	You must notify the Claims Administrator for certain Covered Health Services. Failure to notify results in reduced Benefits or no Benefits. See (Section 1: What's Covered--Benefits), under the *Must You Notify the Claims Administrator?* column.
Who Should File Claims	Not required. The Plan Administrator pays Network providers directly.	You must file claims. See (Section 5: How to File a Claim).

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	Network	Non-Network
Outpatient Emergency Health Services	Emergency Health Services are always paid as a Network Benefit (paid the same whether you are in or out of the Network). That means that if you seek Emergency care at a non-Network facility, you are not required to meet the Annual Deductible or to pay any difference between Eligible Expenses and the amount the provider bills.	

Provider Network

The Claims Administrator arranges for health care providers to participate in a Network. Network providers are independent practitioners. They are not our employees or employees of the Claims Administrator. It is your responsibility to select your provider.

The credentialing process confirms public information about the providers' licenses and other credentials, but does not assure the quality of the services provided.

You will be given a directory of Network providers. However, before obtaining services you should always verify the Network status of a provider. A provider's status may change. You can verify the provider's status by calling the Claims Administrator.

It is possible that you might not be able to obtain services from a particular Network provider. The network of providers is subject to change. Or you might find that a particular Network provider may not be accepting new patients. If a provider leaves the Network or is otherwise not available to you, you must choose another Network provider to get Network Benefits.

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Do not assume that a Network provider's agreement includes all Covered Health Services. Some Network providers contract to provide only certain Covered Health Services, but not all Covered Health Services. Some Network providers choose to be a Network provider for only some products. Refer to your provider directory or contact the Claims Administrator for assistance.

Care Coordination[SM]

Your Network Physician is required to notify the Claims Administrator regarding certain proposed or scheduled health services. When your Network Physician notifies the Claims Administrator, they will work together to implement the Care Coordination[SM] process and to provide you with information about additional services that are available to you, such as disease management programs, health education, pre-admission counseling and patient advocacy.

If you receive certain Covered Health Services from a Network provider, you must notify the Claims Administrator. The Covered Health Services for which notification is required is shown in (Section 1: What's Covered--Benefits). When you notify the Claims Administrator, you will receive the Care Coordination services described above.

Designated Facilities and Other Providers

If you have a medical condition that the Claims Administrator believes needs special services, they may direct you to a Designated Facility or other provider chosen by them. If you require certain complex Covered Health Services for which expertise is limited, the Claims Administrator may direct you to a non-Network facility or provider.

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In both cases, Network Benefits will only be paid if your Covered Health Services for that condition are provided by or arranged by the Designated Facility or other provider chosen by the Claims Administrator.

You or your Network Physician must notify the Claims Administrator of special service needs (including, but not limited to, transplants or cancer treatment) that might warrant referral to a Designated Facility or non-Network facility or provider. If you do not notify the Claims Administrator in advance, and if you receive services from a non-Network facility (regardless of whether it is a Designated Facility) or other non-Network provider, Network Benefits will not be paid. Non-Network Benefits may be available if the special needs services you receive are Covered Health Services for which Benefits are provided under the Plan.

Health Services from Non-Network Providers Paid as Network Benefits

If specific Covered Health Services are not available from a Network provider, you may be eligible for Network Benefits when Covered Health Services are received from non-Network providers. In this situation, your Network Physician will notify the Claims Administrator, and they will work with you and your Network Physician to coordinate care through a non-Network provider.

When you receive Covered Health Services through a Network Physician, the Plan Administrator will pay Network Benefits for those Covered Health Services, even if one or more of those Covered Health Services is received from a non-Network provider.

Limitations on Selection of Providers

If the Claims Administrator determines that you are using health care services in a harmful or abusive manner, or with harmful frequency, your selection of Network providers may be limited. If this happens, you may be required to select a single Network Physician to provide and coordinate all future Covered Health Services.

If you don't make a selection within 31 days of the date the Plan Administrator notifies you, the Claims Administrator will select a single Network Physician for you.

If you fail to use the selected Network Physician, Covered Health Services will be paid as Non-Network Benefits.

Non-Network Benefits

Non-Network Benefits are generally paid at a lower level than Network Benefits. Non-Network Benefits are payable for Covered Health Services which are provided by non-Network providers.

Depending on the geographic area and the service you receive, you may have access through the Claim's Administrator's Shared Savings Program to providers who have agreed to discount their charges for Covered Health Services. If you receive Covered Health Services from these providers, and if your Copayment is expressed as a percentage of Eligible Expenses for Non-Network Benefits, that percentage will remain the same as it is when you receive Covered Health Services from non-Network providers who have not agreed to discount their charges; however, the total that you owe may be less when you receive Covered Health Services from Shared Savings Program providers than from other non-Network providers, because the Eligible Expense may be a lesser amount.

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Notification Requirement

You must notify the Claims Administrator before getting certain Covered Health Services from non-Network providers. The details are shown in the *Must You Notify the Claims Administrator?* column in (Section 1: What's Covered--Benefits). If you fail to notify the Claims Administrator, Benefits are reduced or denied.

Prior notification does not mean Benefits are payable in all cases. Coverage depends on the Covered Health Services that are actually given, your eligibility status, and any benefit limitations.

Care Coordination SM

When you notify the Claims Administrator as described above, they will work to implement the Care Coordination℠ process and to provide you with information about additional services that are available to you, such as disease management programs, health education, pre-admission counseling and patient advocacy.

Emergency Health Services

The Plan Administrator provides Benefits for Emergency Health Services when required for stabilization and initiation of treatment as provided by or under the direction of a Physician.

Network Benefits are paid for Emergency Health Services, even if the services are provided by a non-Network provider.

If you are confined in a non-Network Hospital after you receive Emergency Health Services, the Claims Administrator must be notified within one business day or on the same day of admission if reasonably possible. The Claims Administrator may elect to transfer you to a Network Hospital as soon as it is medically appropriate to do so. If you choose to stay in the non-Network Hospital after the date the Claims Administrator decides a transfer is medically

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appropriate, Non-Network Benefits may be available if the continued stay is determined to be a Covered Health Service.

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Section 4: When Coverage Begins

This section includes information about:

- How to enroll.
- If you are hospitalized when this coverage begins.
- Who is eligible for coverage.
- When to enroll.
- When coverage begins.

How to Enroll

To enroll, the Eligible Person must complete enrollment information. The Plan Administrator or its designee will give the necessary information to you, along with instructions about submitting your enrollment information and any required contribution for coverage. The Plan Administrator will not provide Benefits for health services that you receive before your effective date of coverage.

If You Are Hospitalized When Your Coverage Begins

If you are an inpatient in a Hospital, Skilled Nursing Facility or Inpatient Rehabilitation Facility on the day your coverage begins, the Plan Administrator will pay Benefits for Covered Health Services

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related to that Inpatient Stay as long as you receive Covered Health Services in accordance with the terms of the Plan.

You should notify the Claims Administrator within 48 hours of the day your coverage begins, or as soon as is reasonably possible. Network Benefits are available only if you receive Covered Health Services from Network Providers.

If You Are Eligible for Medicare

If you are eligible for Medicare on a primary basis (Medicare pays before Benefits under the Plan), you **should** enroll for and maintain coverage under both Medicare Part A and Part B. If you don't enroll and maintain that coverage, and if the Plan Administrator is the secondary payer as described in (Section 7: Coordination of Benefits), the Plan Administrator will pay Benefits under the Plan as if you were covered under both Medicare Part A and Part B. As a result, you will be responsible for the costs that Medicare would have paid and you will incur a larger out-of-pocket cost.

If you are enrolled in a Medicare+Choice (Medicare Part C) plan on a primary basis (Medicare pays before Benefits under the Plan), you **should** follow all rules of that plan that require you to seek services from that plan's participating providers. When the Plan Administrator is the secondary payer, the Plan Administrator will pay any Benefits available to you under the Plan as if you had followed all rules of the Medicare+Choice plan. You will be responsible for any additional costs or reduced Benefits that result from your failure to follow these rules, and you will incur a larger out-of-pocket cost.

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Who is Eligible for Coverage

Who	Description	Who Determines Eligibility
Eligible Person	Eligible Person usually refers to an employee of ours who meets the eligibility rules. When an Eligible Person actually enrolls, the Plan Administrator refer to that person as a Participant. For a complete definition of Eligible Person and Participant, see (Section 10: Glossary of Defined Terms). If both spouses are Eligible Persons under the Plan, each may enroll as a Participant or be covered as an Enrolled Dependent of the other, but not both. Except as the Plan Administrator has described in (Section 4: When Coverage Begins), Eligible Persons may not enroll.	The Plan Administrator determines who is eligible to enroll under the Plan.
Dependent	Dependent generally refers to the Participant's spouse and children. When a Dependent actually enrolls, the Plan Administrator refers to that person as an Enrolled Dependent. For a complete definition of Dependent and Enrolled Dependent, see (Section 10: Glossary of Defined Terms). Dependents of an Eligible Person may not enroll unless the Eligible Person is also covered under the Plan. If both parents of a Dependent child are enrolled as a Participant, only one parent may enroll the child as a Dependent. Except as the Plan Administrator has described in (Section 4: When Coverage Begins), Dependents may not enroll without our written permission.	The Plan Administrator determines who qualifies as a Dependent.

When to Enroll and When Coverage Begins

When to Enroll	Who Can Enroll	Begin Date
Initial Enrollment Period The Initial Enrollment Period is the first period of time when Eligible Persons can enroll.	Eligible Persons may enroll themselves and their Dependents.	Coverage begins on the date identified by the Plan Administrator, if the Plan Administrator receives the completed enrollment form and any required contribution for coverage within 31 days of the date the Eligible Person becomes eligible to enroll.
Open Enrollment Period	Eligible Persons may enroll themselves and their Dependents.	The Plan Administrator determines the Open Enrollment Period. Coverage begins on the date identified by the Plan Administrator if the Plan Administrator receives the completed enrollment form and any required contribution within 31 days of the date the Eligible Person becomes eligible to enroll.
New Eligible Persons	New Eligible Persons may enroll themselves and their Dependents.	Coverage begins on the date of hire if the Plan Administrator receives the properly completed enrollment form and any required contribution for coverage within 31 days of the date the new Eligible Person becomes eligible to enroll and if the Participant pays any required contribution to the Plan Administrator for Coverage. **Retiree Coverage:** Coverage begins on the first of the month following the termination date of employment if the Plan Administrator receives the properly completed enrollment form and any required contribution for coverage within 31 days after

When to Enroll	Who Can Enroll	Begin Date
		the date of retirement. Otherwise, the retired employee will be considered to have waived retiree coverage and will not be eligible for future coverage.
Adding New Dependents	Participants may enroll eligible Dependents because of any of the following events: • Birth. • Legal adoption. • Placement for adoption. • Marriage. • Legal guardianship. • Court or administrative order. • Domestic Partner (see definition of Domestic Partner and Domestic Partnership in Section 10).	Coverage begins on the date of the event if the Plan Administrator received the completed enrollment form and any required contribution for coverage within 31 days of the event that makes the new Dependent eligible. Documentation is required to validate all Dependents.

Special Enrollment Period

An Eligible Person (who has not enrolled) and/or Dependent may also be able to enroll during a special enrollment period. A special enrollment period is not available to an Eligible Person and his or her Dependents if coverage under the prior plan was terminated for cause, or because premiums were not paid on a timely basis.

A special enrollment period applies to an Eligible Person and any Dependents when one of the following events occurs:

- Birth.
- Legal Adoption.
- Placement for adoption.
- Marriage.

A special enrollment period applies for an Eligible Person and/or Dependent who did not enroll during the Initial Enrollment Period or Open Enrollment Period if the following are true:

- The Eligible Person and/or Dependent had existing health coverage under another plan at the time they had an opportunity to enroll during the Initial Enrollment Period or Open Enrollment Period; and
- Coverage under the prior plan ended because of any of the following:
  - Loss of eligibility (including, without limitation, legal separation, divorce or death).
  - The employer stopped paying the contributions.
  - In the case of COBRA continuation coverage, the coverage ended.

Event Takes Place (for example, a birth or marriage). Coverage begins on the date of the event if the Plan Administrator receives the completed enrollment form and any required contribution within 31 days of the event.

Missed Initial Enrollment Period or Open Enrollment Period. Coverage begins on the day immediately following the day coverage under the prior plan ends if the Plan Administrator receives the completed enrollment form and any required contribution within 31 days of the date coverage under the prior plan ended.

Section 5: How to File a Claim

This section provides you with information about:

- How and when to file a claim.
- If you receive Covered Health Services from a Network provider, you do not have to file a claim. The Plan Administrator pays these providers directly.
- If you receive Covered Health Services from a non-Network provider, you are responsible for filing a claim.

If You Receive Covered Health Services from a Network Provider

The Plan Administrator pays Network providers directly for your Covered Health Services. If a Network provider bills you for any Covered Health Service, contact the Claims Administrator. However, you are responsible for meeting the Annual Deductible and for paying Copayments to a Network provider at the time of service, or when you receive a bill from the provider.

Filing a Claim for Benefits

When you receive Covered Health Services from a non-Network provider, you are responsible for requesting payment from us through the Claims Administrator. You must file the claim in a

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format that contains all of the information required, as described below.

You must submit a request for payment of Benefits within 90 days after the date of service. If you don't provide this information to the Claims Administrator within one year of the date of service, Benefits for that health service will be denied or reduced, in our or the Claims Administrator's discretion. This time limit does not apply if you are legally incapacitated. If your claim relates to an Inpatient Stay, the date of service is the date your Inpatient Stay ends.

Pharmacy Benefit Claims

If you are asked to pay the full cost of a prescription when you fill it at a retail or mail-order pharmacy and you believe that the Plan should have paid for it, you may submit a claim for reimbursement as set forth in the procedures for filing a post-service group health plan claim (described in this section). If you pay a Copayment and you believe that the amount of the Copayment was incorrect, you also may submit a claim for reimbursement as set forth in the procedures for filing a post-service group health plan claim.

If a retail or mail order pharmacy fails to fill a prescription that you have presented, you may contact the Claims Administrator by submitting a claim for coverage as set forth in the procedures for filing a pre-service health plan claim (described in this section).

Required Information

When you request payment of Benefits from us, you must provide all of the following information:

A. Participant's name and address.
B. The patient's name, age and relationship to the Participant.
C. The member number stated on your ID card.
D. An itemized bill from your provider that includes the following:

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— Patient diagnosis

— Date of service

— Procedure code(s) and description of service(s) rendered

— Provider of service (Name, Address and Tax Identification Number)

E. The date the Injury or Sickness began.

F. A statement indicating either that you are, or you are not, enrolled for coverage under any other health insurance plan or program. If you are enrolled for other coverage you must include the name of the other carrier(s).

Payment of Benefits

Through the Claims Administrator, the Plan Administrator will make a benefit determination as set forth below.

The Claims Administrator will notify you if additional information is needed to process the claim. The Claims Administrator may request a one time extension not longer than 15 days and will pend your claim until all information is received. Once you are notified of the extension or missing information, you then have at least 45 days to provide this information.

Benefit Determinations

Post-Service Claims

Post-Service Claims are those claims that are filed for payment of benefits after medical care has been received. If your post-service claim is denied, you will receive a written notice from the Claims Administrator within 30 days of receipt of the claim, as long as all needed information was provided with the claim. The Claims Administrator will notify you within this 30-day period if additional information is needed to process the claim, and may request a one time extension not longer than 15 days and pend your claim until all information is received.

Once notified of the extension you then have 45 days to provide this information. If all of the needed information is received within the 45-day time frame and the claim is denied, the Claims Administrator will notify you of the denial within 15 days after the information is received. If you don't provide the needed information within the 45-day period, your claim will be denied.

A denial notice will explain the reason for denial, refer to the part of the Plan on which the denial is based, and provide the claim appeal procedures.

Pre-Service Claims

Pre-service claims are those claims that require notification or approval prior to receiving medical care. If your claim was a pre-service claim, and was submitted properly with all needed information, you will receive written notice of the claim decision from the Claims Administrator within 15 days of receipt of the claim. If you filed a pre-service claim improperly, the Claims Administrator will notify you of the improper filing and how to correct it within 5 days after the pre-service claim was received. If additional information is needed to process the pre-service claim, the Claims Administrator will notify you of the information needed within 15 days after the claim was received, and may request a one time extension not longer than 15 days and pend your claim until all information is received. Once notified of the extension you then have 45 days to provide this information. If all of the needed information is received within the 45-day time frame, the Claims Administrator will notify you of the determination within 15 days after the information is received. If you don't provide the needed information within the 45-day period, your claim will be denied. A denial notice will explain the reason for denial, refer to the part of

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the Plan on which the denial is based, and provide the claim appeal procedures.

Urgent Claims that Require Immediate Action

Urgent claims are those claims that require notification or approval prior to receiving medical care, where a delay in treatment could seriously jeopardize your life or health or the ability to regain maximum function or, in the opinion of a physician with knowledge of your medical condition could cause severe pain. In these situations:

- You will receive notice of the benefit determination in writing or electronically within 72 hours after the Claims Administrator receives all necessary information, taking into account the seriousness of your condition.
- Notice of denial may be oral with a written or electronic confirmation to follow within 3 days.

If you filed an urgent claim improperly, the Claims Administrator will notify you of the improper filing and how to correct it within 24 hours after the urgent claim was received. If additional information is needed to process the claim, the Claims Administrator will notify you of the information needed within 24 hours after the claim was received. You then have 48 hours to provide the requested information.

You will be notified of a determination no later than 48 hours after:

- The Claims Administrator's receipt of the requested information; or
- The end of the 48-hour period within which you were to provide the additional information, if the information is not received within that time.

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A denial notice will explain the reason for denial, refer to the part of the Plan on which the denial is based, and provide the claim appeal procedures.

Concurrent Care Claims

If an on-going course of treatment was previously approved for a specific period of time or number of treatments, and your request to extend the treatment is an urgent claim as defined above, your request will be decided within 24 hours, provided your request is made at least 24 hours prior to the end of the approved treatment. The Claims Administrator will make a determination on your request for the extended treatment within 24 hours from receipt of your request.

If your request for extended treatment is not made at least 24 hours prior to the end of the approved treatment, the request will be treated as an urgent claim and decided according to the timeframes described above. If an on-going course of treatment was previously approved for a specific period of time or number of treatments, and you request to extend treatment in a non-urgent circumstance, your request will be considered a new claim and decided according to post-service or pre-service timeframes, whichever applies.

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Section 6: Questions, Complaints and Appeals

This section provides you with information to help you with the following:

- You have a question or concern about Covered Health Services or your Benefits.
- You have a complaint.
- How to handle an appeal that requires immediate action.
- You are notified that a claim has been denied because it has been determined that a service or supply is excluded under the Plan and you wish to appeal such determination.

To resolve a question or appeal, just follow these steps:

What to Do First

If your question or concern is about a benefit determination, you may informally contact Customer Service before requesting a formal appeal. If the Customer Service representative cannot resolve the issue to your satisfaction over the phone, you may submit your question in writing. However, if you are not satisfied with a benefit determination as described in (Section 5: How to File a Claim) you

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may appeal it as described below, without first informally contacting Customer Service. If you first informally contact Customer Service and later wish to request a formal appeal in writing, you should contact Customer Service and request an appeal. If you request a formal appeal, a Customer Service representative will provide you with the appropriate address of the Claims Administrator.

If you are appealing an urgent care claim denial, please refer to the "Urgent Claim Appeals that Require Immediate Action" section below and contact Customer Service immediately.

The Customer Service telephone number is shown on your ID card. Customer Service representatives are available to take your call.

How to Appeal a Claim Decision

If you disagree with a pre-service or post-service claim determination after following the above steps, you can contact the Claims Administrator in writing to formally request an appeal.

Your request should include:

- The patient's name and the identification number from the ID card.
- The date(s) of medical service(s).
- The provider's name.
- The reason you believe the claim should be paid.
- Any documentation or other written information to support your request for claim payment.

Your first appeal request must be submitted to the Claims Administrator within 180 days after you receive the claim denial.

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Appeal Process

A qualified individual who was not involved in the decision being appealed will be appointed to decide the appeal. If your appeal is related to clinical matters, the review will be done in consultation with a health care professional with appropriate expertise in the field who was not involved in the prior determination. The Claims Administrator (first level appeals) and the Plan Administrator (second level appeals) may consult with, or seek the participation of, medical experts as part of the appeal resolution process. You consent to this referral and the sharing of pertinent medical claim information. Upon your request and free of charge, you have the right to reasonable access to (including copies of) all documents, records, and other information relevant to your claim for benefits.

Appeals Determinations

Pre-Service and Post-Service Claim Appeals

You will be provided written or electronic notification of decision on your appeal as follows:

For appeals of pre-service claims, as defined in (Section 5: How to File a Claim), the first level appeal will be conducted and you will be notified by the Claims Administrator of the decision within 15 days from receipt of a request for appeal of a denied claim. The second level appeal will be conducted and you will be notified by us of the decision within 15 days from receipt of a request for review of the first level appeal decision.

For appeals of post-service claims as defined in (Section 5: How to File a Claim), the first level appeal will be conducted and you will be notified by the Claims Administrator of the decision within 30 days from receipt of a request for appeal of a denied claim. The second level appeal will be conducted and you will be notified by us of the decision within 30 days from receipt of a request for review of the first level appeal decision.

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For procedures associated with urgent claims, see "Urgent Claim Appeals that Require Immediate Action" below.

If you are not satisfied with the first level appeal decision of the Claims Administrator, you have the right to request a second level appeal from us as the Plan Administrator. Your second level appeal request must be submitted to us in writing within 60 days from receipt of the first level appeal decision.

The Plan Administrator has the exclusive right to interpret and administer the Plan, and these decisions are conclusive and binding.

Please note that our decision is based only on whether or not Benefits are available under the Plan for the proposed treatment or procedure. The determination as to whether the pending health service is necessary or appropriate is between you and your Physician.

Urgent Claim Appeals that Require Immediate Action

Your appeal may require immediate action if a delay in treatment could significantly increase the risk to your health or the ability to regain maximum function or cause severe pain. In these urgent situations:

The appeal does not need to be submitted in writing. You or your Physician should call the Claims Administrator as soon as possible. The Claims Administrator will provide you with a written or electronic determination within 72 hours following receipt by the Claims Administrator of your request for review of the determination taking into account the seriousness of your condition.

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For urgent claim appeals, the Plan Administrator has delegated to the Claims Administrator the exclusive right to interpret and administer the provisions of the Plan. The Claims Administrator's decisions are conclusive and binding.

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Section 7: When Coverage Ends

This section provides you with information about all of the following:

- Events that cause coverage to end.
- The date your coverage ends.
- Continuation of coverage under federal law (COBRA).

General Information about When Coverage Ends

The Plan Sponsor may discontinue this benefit Plan and/or all similar benefit plans at any time.

Your entitlement to Benefits automatically ends on the date that coverage ends, even if you are hospitalized or are otherwise receiving medical treatment on that date.

When your coverage ends, the Plan Sponsor will still pay claims for Covered Health Services that you received before your coverage ended. However, once your coverage ends, the Plan Sponsor does not provide Benefits for health services that you receive for medical conditions that occurred before your coverage ended, even if the underlying medical condition occurred before your coverage ended.

An Enrolled Dependent's coverage ends on the date the Participant's coverage ends.

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Events Ending Your Coverage

Coverage ends on the earliest of the dates specified in the following table:

Ending Event	What Happens
The Entire Plan Ends	Your coverage ends on the date the Plan ends. The Plan Sponsor is responsible for notifying you that your coverage has ended.
You Are No Longer Eligible	Your coverage ends on the date you are no longer eligible to be a Participant or Enrolled Dependent. Please refer to (Section 10: Glossary of Defined Terms) for a more complete definition of the terms "Eligible Person", "Participant", "Dependent" and "Enrolled Dependent".
The Claims Administrator Receives Notice to End Coverage	Your coverage ends on the date the Claims Administrator receives written notice from us instructing the Claims Administrator to end your coverage, or the date requested in the notice, if later.

Other Events Ending Your Coverage

When any of the following happen, the Plan Administrator will provide written notice to the Participant that coverage has ended on the date the Plan Administrator identifies in the notice:

Ending Event	What Happens
Fraud, Misrepresentation or False Information	Fraud or misrepresentation, or because the Participant knowingly gave us or the Claims Administrator false material information. Examples include false information relating to another person's eligibility or status as a Dependent. During the first two years the Plan is in effect, the Plan Sponsor has the right to demand that you pay back all Benefits the Plan Administrator paid to you, or paid in your name, during the time you were incorrectly covered under the Plan. After the first two years, the Plan Administrator can only demand that you pay back these Benefits if the written application contained a fraudulent misstatement.
Material Violation	There was a material violation of the terms of the Plan.
Improper Use of ID Card	You permitted an unauthorized person to use your ID card, or you used another person's card.
Failure to Pay	You failed to pay a required contribution.
Threatening Behavior	You committed acts of physical or verbal abuse that pose a threat to our staff, the Claims Administrator's staff, a provider, or other Covered Persons.

Survivorship Coverage

If the employee dies while covered under the Plan, the surviving spouse and any eligible dependents may continue coverage under the Plan until the end of the month following a period of 90 days subsequent to the employee's death. After the initial 90 days following the employee's date of death, coverage is then available to the surviving spouse and any eligible dependents through the COBRA provision, except for a surviving spouse of an active uniformed officer killed in the line of duty. A surviving spouse of an active uniformed officer may continue coverage on the existing plan at active rates. If a surviving spouse remarries, coverage under the Plan will terminate.

Continuation of Coverage

If your coverage ends under the Plan, you may be entitled to elect continuation coverage (coverage that continues on in some form) in accordance with federal law.

If you selected continuation coverage under a prior plan which was then replaced by coverage under this Plan, continuation coverage will end as scheduled under the prior plan or in accordance with the terminating events, whichever is earlier.

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Section 8: General Legal Provisions

This section provides you with information about:
- General legal provisions concerning the Plan.

Plan Document

This Summary Plan Description presents an overview of your Benefits.

Relationship with Providers

The relationships between us, the Claims Administrator, and Network providers are solely contractual relationships between independent contractors. Network providers are not our agents or employees. Nor are they agents or employees of the Claims Administrator. Neither the Plan Administrator nor any of their employees are agents or employees of Network providers.

The Plan Sponsor does not provide health care services or supplies, nor does the Plan Sponsor practice medicine. Instead, the Plan Sponsor pays Benefits. Network providers are independent practitioners who run their own offices and facilities. The credentialing process confirms public information about the providers' licenses and other credentials, but does not assure the quality of the services provided. Network providers are not our employees or employees of the Claims Administrator; nor does the Plan Sponsor have any other relationship with Network providers

To continue reading, go to right column on this page.

such as principal-agent or joint venture. Neither the Plan Administrator nor the Claims Administrator are liable for any act or omission of any provider.

The Claims Administrator is not considered to be an employer of the Plan Administrator for any purpose with respect to the administration or provision of benefits under this Plan.

The Plan Sponsor and Plan Administrator are solely responsible for all of the following:

- Enrollment and classification changes (including classification changes resulting in your enrollment or the termination of your coverage).
- Timely funding to the Claims Administrator for payment of Benefits.
- Notifying you of the termination or modifications to the Plan.

Your Relationship with Providers

The relationship between you and any provider is that of provider and patient.

- You are responsible for choosing your own provider.
- You must decide if any provider treating you is right for you. This includes Network providers you choose and providers to whom you have been referred.
- You must decide with your provider what care you should receive.
- Your provider is solely responsible for the quality of the services provided to you.

The relationship between you and us is that of employer and employee, Dependent or other classification as defined in the Plan.

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Incentives to Providers

The Claims Administrator pays Network providers through various types of contractual arrangements, some of which may include financial incentives to promote the delivery of health care in a cost efficient and effective manner. These financial incentives are not intended to affect your access to health care.

Examples of financial incentives for Network providers are:

- Bonuses for performance based on factors that may include quality, member satisfaction, and/or cost effectiveness.

The methods used to pay specific Network providers may vary. From time to time, the payment method may change. If you have questions about whether your Network provider's contract includes any financial incentives, the Plan Sponsor encourages you to discuss those questions with your provider. You may also contact the Claims Administrator at the telephone number on your ID card. They can advise whether your Network provider is paid by any financial incentive, including those listed above; however, the specific terms of the contract, including rates of payment, are confidential and cannot be disclosed.

Incentives to You

Sometimes the Claims Administrator may offer coupons or other incentives to encourage you to participate in various wellness programs or certain disease management programs (e.g. UnitedHealthAllies). The decision about whether or not to participate is yours alone but the Plan Sponsor recommends that you discuss participating in such programs with your Physician. These incentives are not Benefits and do not alter or affect your Benefits. Contact the Claims Administrator if you have any questions.

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Rebates and Other Payments

The Plan Administrator and the Claims Administrator may receive rebates for certain drugs that are administered to you in a Physician's office, or at a Hospital or Alternate Facility. This includes rebates for those drugs that are administered to you before you meet your Annual Deductible. The Plan Administrator and the Claims Administrator do not pass these rebates on to you, nor are they applied to your Annual Deductible or taken into account in determining your Copayments.

Interpretation of Benefits

The Plan Administrator and the Claims Administrator have sole and exclusive discretion to do all of the following:

- Interpret Benefits under the Plan.
- Interpret the other terms, conditions, limitations and exclusions of the Plan, including this SPD and any Riders and Amendments.
- Make factual determinations related to the Plan and its Benefits.

The Plan Administrator and the Claims Administrator may delegate this discretionary authority to other persons or entities who provide services in regard to the administration of the Plan.

In certain circumstances, for purposes of overall cost savings or efficiency, the Plan Administrator may, in their sole discretion, offer Benefits for services that would otherwise not be Covered Health Services.

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Administrative Services

The Plan Administrator may, in their sole discretion, arrange for various persons or entities to provide administrative services in regard to the Plan, such as claims processing. The identity of the service providers and the nature of the services they provide may be changed from time to time in our sole discretion. The Plan Administrator is not required to give you prior notice of any such change, nor is the Plan Administrator required to obtain your approval. You must cooperate with those persons or entities in the performance of their responsibilities.

Amendments to the Plan

The Plan Administrator reserves the right, in our sole discretion and without your approval, to change, interpret, modify, withdraw or add Benefits or terminate the Plan. Plan Amendments and Riders are effective on the date the Plan Administrator specifies.

Any provision of the Plan which, on its effective date, is in conflict with the requirements of federal statutes or regulations, or applicable state law provisions not otherwise preempted by ERISA (of the jurisdiction in which the Plan is delivered) is hereby amended to conform to the minimum requirements of such statutes and regulations.

Any change or amendment to or termination of the Plan, its benefits or its terms and conditions, in whole or in part, shall be made solely in a written amendment (in the case of a change or amendment) or in a written resolution (in the case of a termination), whether prospective or retroactive, to the Plan, in accordance with the procedures established by us. Covered Persons will receive notice of any material modification to the Plan. No one has the authority to make any oral modification to the SPD.

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Clerical Error

If a clerical error or other mistake occurs, that error does not create a right to Benefits. These errors include, but are not limited to, providing misinformation on eligibility or Benefit coverages or entitlements. It is your responsibility to confirm the accuracy of statements made by us or our designees, including the Claims Administrator, in accordance with the terms of this SPD and other Plan documents.

Information and Records

At times the Plan Administrator or the Claims Administrator may need additional information from you. You agree to furnish us and/or the Claims Administrator with all information and proofs that the Plan Administrator may reasonably require regarding any matters pertaining to the Plan. If you do not provide this information when the Plan Administrator requests it, the Plan Administrator may delay or deny payment of your Benefits.

By accepting Benefits under the Plan, you authorize and direct any person or institution that has provided services to you to furnish us or the Claims Administrator with all information or copies of records relating to the services provided to you. The Plan Administrator or the Claims Administrator have the right to request this information at any reasonable time. This applies to all Covered Persons, including Enrolled Dependents whether or not they have signed the Participant's enrollment form. The Plan Administrator and the Claims Administrator agree that such information and records will be considered confidential.

The Plan Administrator and the Claims Administrator have the right to release any and all records concerning health care services which are necessary to implement and administer the terms of the Plan, for

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appropriate medical review or quality assessment, or as the Plan Administrator is required to do by law or regulation.

For complete listings of your medical records or billing statements the Plan Administrator recommends that you contact your health care provider. Providers may charge you reasonable fees to cover their costs for providing records or completing requested forms.

If you request medical forms or records from the Plan Administrator, the Plan Administrator may charge you reasonable fees to cover costs for completing the forms or providing the records.

In some cases, the Plan Administrator or the Claims Administrator will designate other persons or entities to request records or information from or related to you, and to release those records as necessary. Such designees have the same rights to this information as the Plan Administrator.

Examination of Covered Persons

After exhausting all Care Coordination, Case Management and Peer Review processes provided by the Claims Administrator, in the event of a question or dispute regarding your right to Benefits, the Plan Administrator may require that a Network Physician of their choice examine you at their expense.

Workers' Compensation not Affected

Benefits provided under the Plan do not substitute for and do not affect any requirements for coverage by workers' compensation insurance.

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Medicare Eligibility

Benefits under the Plan are not intended to supplement any coverage provided by Medicare. Nevertheless, in some circumstances Covered Persons who are eligible for or enrolled in Medicare may also be enrolled under the Plan.

If you are eligible for or enrolled in Medicare, please read the following information carefully.

If you are eligible for Medicare on a primary basis (Medicare pays before Benefits under the Plan), you **should** enroll for and maintain coverage under both Medicare Part A and Part B. If you don't enroll and maintain that coverage, and if the Plan Administrator is the secondary payer as described in (Section 7: Coordination of Benefits), the Plan Administrator will pay Benefits under the Plan as if you were covered under both Medicare Part A and Part B. As a result, you will be responsible for the costs that Medicare would have paid and you will incur a larger out-of-pocket cost.

If you are enrolled in a Medicare+Choice (Medicare Part C) plan on a primary basis (Medicare pays before Benefits under the Plan), you **should** follow all rules of that plan that require you to seek services from that plan's participating providers. When the Plan Administrator is the secondary payer, they will pay any Benefits available to you under the Plan as if you had followed all rules of the Medicare+Choice plan. You will be responsible for any additional costs or reduced Benefits that result from your failure to follow these rules, and you will incur a larger out-of-pocket cost.

Subrogation and Reimbursement

The Plan has a right to subrogation and reimbursement, as defined below.

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Right to Subrogation

The right to subrogation means the Plan is substituted to any legal claims that you may be entitled to pursue for Benefits that the Plan has paid. Subrogation applies when the Plan has paid Benefits for a Sickness or Injury for which a third party is considered responsible, e.g. an insurance carrier if you are involved in an auto accident.

The Plan shall be subrogated to, and shall succeed to, all rights of recovery from any or all third parties, under any legal theory of any type, for 100 percent of any services and Benefits the Plan has paid on your behalf relating to any Sickness or Injury caused by any third party.

Right to Reimbursement

The right to reimbursement means that if a third party causes a Sickness or Injury for which you receive a settlement, judgment, or other recovery, you must use those proceeds to fully return to the Plan 100% of any Benefits you received for that Sickness or Injury.

Third Parties

The following persons and entities are considered third parties:

- A person or entity alleged to have caused you to suffer a Sickness, Injury or damages, or who is legally responsible for the Sickness, Injury or damages.
- The Plan Sponsor.
- Any person or entity who is or may be obligated to provide you with benefits or payments under:
  - Underinsured or uninsured motorist insurance.
  - Medical provisions of no-fault or traditional insurance (auto, homeowners or otherwise).
  - Workers' compensation coverage.
  - Any other insurance carrier or third party administrator.

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Subrogation and Reimbursement Provisions

As a Covered Person, you agree to the following:

- The Plan has a first priority right to receive payment on any claim against a third party before you receive payment from that third party.
- The Plan's subrogation and reimbursement rights apply to full and partial settlements, judgments, or other recoveries paid or payable to you or your representative, no matter how those proceeds are captioned or characterized. Payments include, but are not limited to, economic, non-economic, and punitive damages. The Plan is not required to help you to pursue your claim for damages or personal injuries, or pay any of your associated costs, including attorneys' fees. No so-called "Fund Doctrine" or "Common Fund Doctrine" or "Attorney's Fund Doctrine" shall defeat this right.
- The Plan may enforce its subrogation and reimbursement rights regardless of whether you have been "made whole" (fully compensated for your injuries and damages).
- You will cooperate with the Plan and its agents in a timely manner to protect its legal and equitable rights to subrogation and reimbursement, including, but not limited to:
  - Complying with the terms of this section.
  - Providing any relevant information requested.
  - Signing and/or delivering documents at its request.
  - Appearing at medical examinations and legal proceedings, such as depositions or hearings.
  - Obtaining the Plan's consent before releasing any party from liability or payment of medical expenses.

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- If you receive payment as part of a settlement or judgment from any third party as a result of a Sickness or Injury, and the Plan alleges some or all of those funds are due and owed to it, you agree to hold those settlement funds in trust, either in a separate bank account in your name or in your attorney's trust account. You agree that you will serve as a trustee over those funds to the extent of the Benefits the Plan has paid.
- If the Plan incurs attorneys' fees and costs in order to collect third party settlement funds held by you or your representative, the Plan has the right to recover those fees and costs from you.
- You may not accept any settlement that does not fully reimburse the Plan, without its written approval.
- You will assign to the Plan all rights of recovery against third parties to the extent of Benefits the Plan has provided for a Sickness or Injury caused by a third party.
- The Plan's rights will not be reduced due to your own negligence.
- The Plan may file suit in your name and take appropriate action to assert its rights under this section. The Plan is not required to pay you part of any recovery it may obtain from a third party, even if it files suit in your name.
- The provisions of this section apply to the parents, guardian, or other representative of an Enrolled Dependent child who incurs a Sickness or Injury caused by a third party.
- In case of your wrongful death, the provisions of this section apply to your estate, the personal representative of your estate, and your heirs.
- Your failure to cooperate with the Plan or its agents is considered a breach of contract. As such, the Plan has the right to terminate your Benefits, deny future Benefits, take legal action against you, and/or set off from any future Benefits the value of Benefits the Plan has paid relating to any Sickness or Injury caused by any third party to the extent not recovered by the Plan due to you or your representative not cooperating with the Plan.
- If a third party causes you to suffer a Sickness or Injury while you are covered under this Plan, the provisions of this section continue to apply, even after you are no longer a Covered Person.

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Refund of Overpayments

If the Plan Administrator pays Benefits for expenses incurred on account of a Covered Person, that Covered Person, or any other person or organization that was paid, must make a refund to us if either of the following apply:

- All or some of the expenses were not paid by the Covered Person or did not legally have to be paid by the Covered Person.
- All or some of the payment the Plan Administrator made exceeded the Benefits under the Plan.

The refund equals the amount the Plan Administrator paid in excess of the amount the Plan Administrator should have paid under the Plan. If the refund is due from another person or organization, the Covered Person agrees to help us get the refund when requested.

If the Covered Person, or any other person or organization that was paid, does not promptly refund the full amount, the Plan Administrator may reduce the amount of any future Benefits that are payable under the Plan. The reductions will equal the amount of the required refund. The Plan Administrator may have other rights in addition to the right to reduce future benefits.

Limitation of Action

If you want to bring a legal action against us or the Claims Administrator you must do so within three years from the expiration of the time period in which a request for reimbursement must be submitted, or you lose any rights to bring such an action against us or the Claims Administrator.

You cannot bring any legal action against us or the Claims Administrator for any other reason unless you first complete all the steps in the appeal process described in this document. After completing that process, if you want to bring a legal action against us or the Claims Administrator you must do so within three years of the date you are notified of our final decision on your appeal, or you lose any rights to bring such an action against us or the Claims Administrator.

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Riders, Amendments, Notices

Outpatient Prescription Drug Rider

Attachment I

Choice Plus

Outpatient Prescription Drug Rider

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Outpatient Prescription Drug Rider

This Rider to the Summary Plan Description provides Benefits for outpatient Prescription Drug Products.

Benefits are provided for outpatient Prescription Drug Products at a Network Pharmacy.

Because this Rider is part of a legal document, the Plan Administrator wants to give you information about the document that will help you understand it. Certain capitalized words have special meanings. The Plan Administrator has defined these words in (Section 10: Glossary of Defined Terms) of the Summary Plan Description and in (Section 3: Glossary of Defined Terms) of this Rider.

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When the words "you" and "your" are used, they are referring to people who are Covered Persons as the term is defined in the Summary Plan Description (Section 10: Glossary of Defined Terms).

NOTE: The Coordination of Benefits provision (Section 7: Coordination of Benefits) in the Summary Plan Description does not apply to Prescription Drug Products covered through this Rider. Prescription Drug Product Benefits will not be coordinated with those of any other health coverage plan.

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Introduction

Benefits for Outpatient Prescription Drug Products

Benefits are available for Outpatient Prescription Drug Products on the Prescription Drug List at a Network Pharmacy and are subject to Copayments or other payments that vary depending on which of the three tiers of the Prescription Drug List the Outpatient Prescription Drug is listed.

Coverage Policies and Guidelines

The Claims Administrator's Prescription Drug List ("PDL") Management Committee is authorized to make tier placement changes on our behalf. The PDL Management Committee makes the final classification of an FDA-approved Prescription Drug Product to a certain tier by considering a number of factors including, but not limited to, clinical and economic factors. Clinical factors may include, but are not limited to, evaluations of the place in therapy, relative safety or relative efficacy of the Prescription Drug Product, as well as whether supply limits or notification requirements should apply. Economic factors may include, but are not limited to, the Prescription Drug Product's acquisition cost including, but not limited to, available rebates, and assessments on the cost effectiveness of the Prescription Drug Product.

The Claims Administrator, with the acknowledgement of the Plan Administrator, may change the placement of a Prescription Drug Product to a higher tier (Up Tiering) and or exclude a Drug Product

To continue reading, go to right column on this page.

from the PDL, annually, at the beginning of the policy year. Down Tiering of a Prescription Drug Product, may occur quarterly, but no more than six times per calendar year.

When considering a Prescription Drug Product for tier placement, the PDL Management Committee reviews clinical and economic factors regarding Covered Persons as a general population. Whether a particular Prescription Drug Product is appropriate for an individual Covered Person is a determination that is made by the Covered Person and the prescribing Physician.

NOTE: The tier status of a Prescription Drug Product may change periodically based on the process described above. As a result of such changes, you may be required to pay more or less for that Prescription Drug Product. Please access www.myuhc.com through the Internet, or call the Customer Service number on your ID card for the most up-to-date tier status.

Identification Card (ID Card) - Network Pharmacy

You must either show your ID card at the time you obtain your Prescription Drug Product at a Network Pharmacy or you must provide the Network Pharmacy with identifying information that can be verified during regular business hours.

If you don't show your ID card or provide verifiable information at a Network Pharmacy, you will be required to pay the Usual and Customary Charge for the Prescription Drug Product at the pharmacy.

You may seek reimbursement from us as described in the Summary Plan Description (Section 5: How to File a Claim). When you submit a claim on this basis, you may pay more because you failed to verify your eligibility when the Prescription Drug Product was dispensed.

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The amount you are reimbursed will be based on the Prescription Drug Cost, less the required Copayment and any deductible that applies.

Designated Pharmacies

If you require certain Prescription Drug Products, the Claims Administrator may direct you to a Designated Pharmacy with whom they have an exclusive arrangement to provide those Prescription Drug Products.

In this case, Benefits will only be paid if your Prescription Order or Refill is obtained from the Designated Pharmacy.

Limitation on Selection of Pharmacies

If the Plan Administrator determines that you may be using Prescription Drug Products in a harmful or abusive manner, or with harmful frequency, your selection of Network Pharmacies may be limited. If this happens, the Plan Administrator may require you to select a single Network Pharmacy that will provide and coordinate all future pharmacy services. Benefits will be paid only if you use the designated single Network Pharmacy. If you don't make a selection within 31 days of the date the Plan Administrator notifies you, they will select a single Network Pharmacy for you.

Rebates and Other Payments

The Claims Administrator may receive rebates for certain drugs included on the Prescription Drug List, including those drugs that you purchase prior to meeting your Annual Drug Deductible. The Claims Administrator does not pass these rebates on to you, nor are they applied to your Annual Drug Deductible or taken into account in determining your Copayments.

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The Claims Administrator, and a number of its affiliated entities, conduct business with various pharmaceutical manufacturers separate and apart from this Outpatient Prescription Drug Rider. Such business may include, but is not limited to, data collection, consulting, educational grants and research. Amounts received from pharmaceutical manufacturers pursuant to such arrangements are not related to this Outpatient Prescription Drug Rider. The Claims Administrator is not required to pass on to you, and does not pass on to you, such amounts.

Coupons, Incentives and Other Communications

At various times, the Plan Administrator or the Claims Administrator may send mailings to you or to your Physician that communicate a variety of messages, including information about Prescription Drug Products. These mailings may contain coupons or offers from pharmaceutical manufacturers that enable you, at your discretion, to purchase the described drug product at a discount or to obtain it at no charge. Pharmaceutical manufacturers may pay for and/or provide the content for these mailings. Only your Physician can determine whether a change in your Prescription Order or Refill is appropriate for your medical condition.

To continue reading, go to left column on next page.

Section 1: What's Covered--Prescription Drug Benefits

The Plan Administrator provides Benefits under the Plan for outpatient Prescription Drug Products:

- Designated as covered at the time the Prescription Order or Refill is dispensed when obtained from a Network Pharmacy.
- Refer to exclusions in your Summary Plan Description (Section 2: What's Not Covered--Exclusions) and as listed in Section 2 of this Rider.

Benefits for Outpatient Prescription Drug Products

Benefits for outpatient Prescription Drug Products are available when the outpatient Prescription Drug Product meets the definition of a Covered Health Service or is prescribed to prevent conception.

When a Brand-name Drug Becomes Available as a Generic

When a Generic becomes available for a Brand-name Prescription Drug Product, the tier placement of the Brand-name Prescription Drug Product may change, and therefore your Copayment may change. You will pay the Copayment applicable for the tier to which the Prescription Drug Product is assigned.

Supply Limits

Benefits for Prescription Drug Products are subject to the supply limits that are stated in the "Description of Pharmacy Type and Supply Limits" column of the Benefit Information table. For a single Copayment, you may receive a Prescription Drug Product up to the stated supply limit.

Note: Some products are subject to additional supply limits based on criteria that the Claims Administrator has developed, subject to its periodic review and modification. The limit may restrict the amount dispensed per Prescription Order or Refill and/or the amount dispensed per month's supply.

You may determine whether a Prescription Drug Product has been assigned a maximum quantity level for dispensing through the Internet at www.myuhc.com or by calling Customer Service at the telephone number on your ID card.

Notification Requirements

Before certain Prescription Drug Products are dispensed to you, either your Physician, your pharmacist or you are required to notify the Claims Administrator or its designee. The reason for notification is to determine whether the Prescription Drug Product, in accordance with our approved guidelines, is each of the following:

- It meets the definition of a Covered Health Service.
- It is not Experimental, Investigational or Unproven.

To continue reading, go to right column on this page.

To continue reading, go to left column on next page.

Network Pharmacy Notification

When Prescription Drug Products are dispensed at a Network Pharmacy, the prescribing provider, the pharmacist, or you are responsible for notifying the Claims Administrator.

If the Claims Administrator is not notified before the Prescription Drug Product is dispensed, you may pay more for that Prescription Order or Refill. The Prescription Drug Products requiring notification are subject to periodic review and modification. You may determine whether a particular Prescription Drug Product requires notification through the Internet at www.myuhc.com or by calling the Customer Service number on your ID card.

If the Claims Administrator is not notified before the Prescription Drug Product is dispensed, you can ask us to consider reimbursement after you receive the Prescription Drug Product. You will be required to pay for the Prescription Drug Product at the pharmacy. You may seek reimbursement from us as described in the Summary Plan Description (Section 5: How to File a Claim).

When you submit a claim on this basis, you may pay more because you did not notify the Claims Administrator before the Prescription Drug Product was dispensed. The amount you are reimbursed will be based on the Prescription Drug Cost, less the required Copayment and any deductible that applies.

Benefits may not be available for the Prescription Drug Product after the documentation provided is reviewed and it is determined that the Prescription Drug Product is not a Covered Health Service or it is Experimental, Investigational or Unproven.

To continue reading, go to right column on this page.

What You Must Pay

You are responsible for paying the Annual Drug Deductible.

You are responsible for paying the applicable Copayment described in the Benefit Information table when Prescription Drug Products are obtained from a retail or home delivery pharmacy.

The amount you pay for any of the following under this Rider will not be included in calculating **any Out-of-Pocket Maximum stated in your Summary Plan Description**:

- Copayments for Prescription Drug Products.
- The Annual Drug Deductible.
- Any non-covered drug product. You are responsible for paying 100% of the cost (the amount the pharmacy charges you) for any non-covered drug product and our contracted rates (our Prescription Drug Cost) will not be available to you.

To continue reading, go to left column on next page.

Payment Information

Payment Term	Description	Amounts
Annual Drug Deductible	The amount you pay for covered Prescription Drug Products at a retail or home delivery pharmacy in a calendar year before the Plan Administrator begins paying for Prescription Drug Products.	***Retail and Home Delivery Pharmacy*** $75 per Covered Person per calendar year.
Coinsurance	Your Coinsurance is determined by the tier to which the Claims Administrator's Prescription Drug List Management Committee has assigned a Prescription Drug Product. **NOTE:** The tier status of a Prescription Drug Product can change periodically, generally quarterly but no more than six times per calendar year, based on the Claims Administrator's Prescription Drug List Management Committee's periodic tiering decisions. When that occurs, your Coinsurance may change. Please access www.myuhc.com through the Internet, or call the Customer Service number on your ID card for the most up-to-date tier status.	For Prescription Drug Products at a retail Network Pharmacy, you are responsible for paying the lower of: • The applicable Coinsurance or • The Network Pharmacy's Usual and Customary Charge (which includes a dispensing fee and sales tax) for the Prescription Drug Product. For Prescription Drug Products from a home delivery Network Pharmacy, you are responsible for paying the lower of: • The applicable Coinsurance or • The Prescription Drug Cost for that Prescription Drug Product. ***See the Coinsurances stated in the Benefit Information table for amounts.***

Payment Term	Description	Amounts
Out-of-Pocket Drug Maximum	The maximum amount you are required to pay for covered Prescription Drug Products in a single calendar year. Once you reach the Out-of-Pocket Drug Maximum, you will not be required to pay any Coinsurance for covered Prescription Drug Products for the remainder of the calendar year.	$2,500 Combined Retail and Mail Order Out-of-Pocket Maximum per individual.

Description of Pharmacy Type and Supply Limits	Your Coinsurance Amount
Prescription Drugs from a Retail Network Pharmacy Benefits are provided for outpatient Prescription Drug Products dispensed by a retail Network Pharmacy. The following supply limits apply: • As written by the provider, up to a consecutive 31-day supply of a Prescription Drug Product, unless adjusted based on the drug manufacturer's packaging size, or based on supply limits. • A one-cycle supply of an oral contraceptive. You may obtain up to three cycles at one time if you pay a Coinsurance for each cycle supplied.	**Your Coinsurance is determined by the tier to which the Claims Administrator's Prescription Drug List Management Committee has assigned the Prescription Drug Product. All Prescription Drug Products on the Prescription Drug List are assigned to Tier-1, Tier-2 or Tier-3. Please access www.myuhc.com through the Internet, or call the Customer Service number on your ID card to determine tier status.** 10% of the Prescription Drug Cost, but not less than $10 per Prescription Order or Refill for a **Tier-1 Prescription Drug Product**. 25% of the Prescription Drug Cost, but not less than $25 per Prescription Order or Refill for a **Tier-2 Prescription Drug Product**. 40% of the Prescription Drug Cost, but not less than $40 per Prescription Order or Refill for a **Tier-3 Prescription Drug Product.**

Prescription Drug Products from a Home Delivery Network Pharmacy

Benefits are provided for outpatient Prescription Drug Products dispensed by a home delivery Network Pharmacy. The following supply limits apply:

- As written by the provider, up to a consecutive 90-day supply of a Prescription Drug Product, unless adjusted based on the drug manufacturer's packaging size, or based on supply limits.

To maximize your Benefit, ask your Physician to write your Prescription Order or Refill for a 90-day supply, with refills when appropriate. You will be charged a home delivery Coinsurance for any Prescription Orders or Refills sent to the home delivery pharmacy regardless of the number-of-days' supply written on the Prescription Order or Refill. Be sure your Physician writes your Prescription Order or refill for a 90-day supply, not a 30-day supply with three refills.

Your Coinsurance is determined by the tier to which the Claims Administrator's Prescription Drug List Management Committee has assigned the Prescription Drug Product. All Prescription Drug Products on the Prescription Drug List are assigned to Tier-1, Tier-2 or Tier-3. Please access www.myuhc.com through the Internet, or call the Customer Service number on your ID card to determine tier status.

For up to a 90-day supply, your Coinsurance is:

10% of the Prescription Drug Cost, but not less than $10 per Prescription Order or Refill for a **Tier-1 Prescription Drug Product**.

25% of the Prescription Drug Cost, but not less than $25 per Prescription Order or Refill for a **Tier-2 Prescription Drug Product**.

40% of the Prescription Drug Cost, but not less than $40 per Prescription Order or Refill for a **Tier-3 Prescription Drug Product.**

Section 2: What's Not Covered--Exclusions

Exclusions from coverage listed in the Summary Plan Description apply also to this Rider. In addition, the following exclusions apply:

1. Coverage for Prescription Drug Products for the amount dispensed (days' supply or quantity limit) which exceeds the supply limit.
2. Prescription Drug Products dispensed outside the United States, except as required for Emergency treatment.
3. Drugs which are prescribed, dispensed or intended for use while you are an inpatient in a Hospital, Skilled Nursing Facility, or Alternate Facility.
4. Experimental, Investigational or Unproven Services and medications; medications used for experimental indications and/or dosage regimens determined by the Claims Administrator to be experimental, investigational or unproven.
5. Prescription Drug Products furnished by the local, state or federal government. Any Prescription Drug Product to the extent payment or benefits are provided or available from the local, state or federal government (for example, Medicare) whether or not payment or benefits are received, except as otherwise provided by law.
6. Prescription Drug Products for any condition, Injury, Sickness or mental illness arising out of, or in the course of, employment for which benefits are available under any workers' compensation law or other similar laws, whether or not a claim for such benefits is made or payment or benefits are received.
7. Any product dispensed for the purpose of appetite suppression and other weight loss products.
8. A specialty medication Prescription Drug Product (including, but not limited to, immunizations and allergy serum) which, due to its characteristics as determined by the Claims Administrator, must typically be administered or supervised by a qualified provider or licensed/certified health professional in an outpatient setting. This exclusion does not apply to Depo Provera and other injectable drugs used for contraception.
9. Durable Medical Equipment. Prescribed and non-prescribed outpatient supplies, other than the diabetic supplies and inhaler spacers specifically stated as covered.
10. General vitamins, except the following which require a Prescription Order or Refill: prenatal vitamins, vitamins with fluoride, and single entity vitamins.
11. Unit dose packaging of Prescription Drug Products.
12. Medications used for cosmetic purposes.

13. Prescription Drug Products, including New Prescription Drug Products or new dosage forms, that are determined to not be a Covered Health Service.
14. Prescription Drug Products as a replacement for a previously dispensed Prescription Drug Product that was lost, stolen, broken or destroyed.
15. Prescription Drug Products when prescribed to treat infertility.
16. Prescription Drug Products for smoking cessation.
17. Any prescription medication that must be compounded into its final form by the dispensing pharmacist, Physician, or other health care provider.
18. Drugs available over-the-counter that do not require a Prescription Order or Refill by federal or state law before being dispensed. Any Prescription Drug Product that is therapeutically equivalent to an over-the-counter drug. Prescription Drug Products that are comprised of components that are available in over-the-counter form or equivalent.
19. New Prescription Drug Products and/or new dosage forms until the date they are reviewed and assigned to a tier by the Claims Administrator's Prescription Drug List Management Committee.
20. Growth hormone for children with familial short stature (short stature based upon heredity and not caused by a diagnosed medical condition).

Summary of Benefits

EPO Plan

for

City of Dallas

Group Number: 708872
Effective Date: January 1, 2009

Plan Amendment: This plan may be amended by the City of Dallas at any time

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Introduction

The Plan Administrator is pleased to provide you with this Summary Plan Description (SPD). This SPD describes your Benefits, as well as your rights and responsibilities, under the Plan.

How to Use this Document

The Plan Administrator encourages you to read your SPD and any attached Riders and/or Amendments carefully.

The Plan Administrator especially encourages you to review the Benefit limitations of this SPD by reading (Section 1: What's Covered--Benefits) and (Section 2: What's Not Covered--Exclusions). You should also carefully read (Section 9: General Legal Provisions) to better understand how this SPD and your Benefits work. You should call the Claims Administrator if you have questions about the limits of the coverage available to you.

Many of the sections of the SPD are related to other sections of the document. You may not have all of the information you need by reading just one section. The Plan Administrator also encouragse you to keep your SPD and any attachments in a safe place for your future reference.

Please be aware that your Physician does not have a copy of your SPD and is not responsible for knowing or communicating your Benefits.

To continue reading, go to right column on this page.

Information about Defined Terms

Because this SPD is a legal document, the Plan Administrator wants to give you information about the document that will help you understand it. Certain capitalized words have special meanings. The Plan Administrator has defined these words in (Section 10: Glossary of Defined Terms). You can refer to Section 10 as you read this document to have a clearer understanding of your SPD.

Your Contribution to the Benefit Costs

The Plan may require the Participant to contribute to the cost of coverage. Contact your benefits representative for information about any part of this cost you may be responsible for paying.

Customer Service and Claims Submittal

Please make note of the following information that contains Claims Administrator department names and telephone numbers.

Customer Service Representative (questions regarding Coverage or procedures): As shown on your ID card.

Prior Notification: As shown on your ID card.

Mental Health/Substance Abuse Services Designee: As shown on your ID card.

To continue reading, go to left column on next page.

Claims Submittal Address:

United HealthCare Insurance Company

Attn: Claims

P.O. Box 30555

Salt Lake City, Utah 84130-0555

Customer Service: 800-736-1364

Requests for Review of Denied Claims and Notice of Complaints:

Name and Address For Submitting Requests:

United HealthCare Insurance Company

P.O. Box 30432

Salt Lake City, Utah 84130-0432

Customer Service: 800-736-1364

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Section 1: What's Covered--Benefits

This section provides you with information about:

- Accessing Benefits.
- Copayments and Eligible Expenses.
- Out-of-Pocket Maximum and Maximum Plan Benefit.
- Covered Health Services. The Plan Administrator pays Benefits for the Covered Health Services described in this section unless they are listed as not covered in (Section 2: What's Not Covered--Exclusions).
- Covered Health Services that require you or your provider to notify the Claims Administrator before you receive them. In general, Network providers are responsible for notifying the Claims Administrator before they provide certain health services to you.

Accessing Benefits

You must see a Network Physician to obtain Benefits. For details, see (Section 3: Obtaining Benefits).

You must show your identification card (ID card) every time you request health care services from a Network provider. If you do not show your ID card, Network providers have no way of knowing that

To continue reading, go to right column on this page.

you are enrolled under the Plan. As a result, they may bill you for the entire cost of the services you receive.

Benefits are available only if all of the following are true:

- Covered Health Services are received while the Plan is in effect.
- Covered Health Services are received prior to the date that any of the individual termination conditions listed in (Section 8: When Coverage Ends) occurs.
- The person who receives Covered Health Services is a Covered Person and meets all eligibility requirements specified in the Plan.

Copayment

Copayment is the amount you pay each time you receive certain Covered Health Services. For a complete definition of Copayment, see (Section 10: Glossary of Defined Terms). Copayment amounts are listed on the following pages next to the description for each Covered Health Service. Please note that when Copayments are calculated as a percentage (rather than as a set dollar amount) the percentage is based on Eligible Expenses. Copayments with a set dollar amount do not apply to the Out-of-Pocket Maximum.

Eligible Expenses

Eligible Expenses for Covered Health Services, incurred while the Plan is in effect, are determined by us or by our designee. In almost all cases our designee is the Claims Administrator. For a complete definition of Eligible Expenses that describes how payment is determined, see (Section 10: Glossary of Defined Terms).

The Plan Administrator has delegated to the Claims Administrator the discretion and authority to initially determine on our behalf whether a treatment or supply is a Covered Health Service and how

To continue reading, go to left column on next page.

the Eligible Expense will be determined and otherwise covered under the Plan.

When you receive Covered Health Services from Network providers, you are not responsible for any difference between the Eligible Expenses and the amount the provider bills. When you receive Covered Health Services from non-Network providers, you are responsible for paying, directly to the non-Network provider, any difference between the amount the provider bills you and the amount the Plan Administrator will pay for Eligible Expenses.

Notification Requirements

In general, Network providers are responsible for notifying the Claims Administrator before they provide these services to you. There are some Benefits, however, for which you are responsible for notifying the Claims Administrator.

Special Note Regarding Medicare

If you are enrolled for Medicare on a primary basis (Medicare pays before the Plan Administrator pay Benefits under the Plan), the notification requirements described in this SPD do not apply to you. Since Medicare is the primary payer, the Plan Administrator will pay as secondary payer as described in (Section 7: Coordination of Benefits). You are not required to notify the Claims Administrator before receiving Covered Health Services.

To continue reading, go to right column on this page.

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Payment Information

Payment Term	Description	Amounts
Annual Deductible	The amount you pay for Covered Health Services before you are eligible to receive Benefits.	No Annual Deductible.
Out-of-Pocket Maximum	The maximum you pay, out of your pocket, in a calendar year for Copayments. For a complete definition of Out-of-Pocket Maximum, see (Section 10: Glossary of Defined Terms).	$5,000 per Covered Person per calendar year, not to exceed $10,000 for all Covered Persons in a family.
Maximum Plan Benefit	The maximum amount the Plan Administrator will pay for Benefits during the entire period of time you are enrolled under the Plan.	No Maximum Plan Benefit.

Benefit Information

Description of Covered Health Service	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?
1. Ambulance Services - Emergency only Emergency ambulance transportation by a licensed ambulance service to the nearest Hospital where Emergency Health Services can be performed.	*Ground Transportation:* $100, then 25% per transport *Air Transportation:* $100, then 25% per transport	Yes
2. Cancer Resource Services The Plan Administrator will arrange for access to certain of our Network providers that participate in the Cancer Resource Services program for the provision of oncology services. The Plan Administrator may refer you to Cancer Resource Services, or you may self refer to Cancer Resource Services by calling 866-936-6002. In order to receive the highest level of Benefits, you must contact Cancer Resource Services prior to obtaining Covered Health Services. The oncology services include Covered Health Services and supplies rendered for the treatment of a condition that has a primary or suspected diagnosis relating to cancer. In order to receive Benefits under this program, Cancer Resource Services must provide the proper notification to the Network provider performing the services. This is true even if you self refer to a Network provider participating in the program.	Benefits will be paid the same as Benefits for Hospital-Inpatient Stay, Outpatient Surgery, Diagnostic and Therapeutic Services, Physician's Office Services, and Professional Fees for Surgical and Medical Services	

Description of Covered Health Service	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?
3. Dental Services - Accident only Dental services when all of the following are true: • Treatment is necessary because of accidental damage. • Dental services are received from a Doctor of Dental Surgery, "D.D.S." or Doctor of Medical Dentistry, "D.M.D.". • The dental damage is severe enough that initial contact with a Physician or dentist occurred within 72 hours of the accident. Benefits are available only for treatment of a sound, natural tooth. The Physician or dentist must certify that the injured tooth was: • A virgin or unrestored tooth, or • A tooth that has no decay, no filling on more than two surfaces, no gum disease associated with bone loss, no root canal therapy, is not a dental implant and functions normally in chewing and speech. Dental services for final treatment to repair the damage must be both of the following: • Started within six months of the accident. • Completed within six months of the accident. Please note that dental damage that occurs as a result of normal activities of daily living or extraordinary use of the teeth is not considered an "accident". Benefits are not available for repairs to	25%	Yes

Description of Covered Health Service	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?
teeth that are injured as a result of such activities. **Notify the Claims Administrator** Please remember that you must notify the Claims Administrator at the telephone number on your ID card as soon as possible, but at least five business days before follow-up (post-Emergency) treatment begins. (You do not have to provide notification before the initial Emergency treatment.)		
4. Durable Medical Equipment Medical equipment that is all of the following: • Can withstand repeated use. • Is not disposable. • Is used to serve a medical purpose with respect to treatment of a Sickness, Injury or their symptoms. • Is generally not useful to a person in the absence of a Sickness, Injury or their symptoms. • Is appropriate for use in the home. If more than one piece of Durable Medical Equipment can meet your functional needs, Benefits are available only for the most cost-effective piece of equipment. Examples of Durable Medical Equipment include:	25%	Yes

Description of Covered Health Service	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?

- Equipment to assist mobility, such as a standard wheelchair.
- A standard Hospital-type bed.
- Oxygen and the rental of equipment to administer oxygen (including tubing, connectors and masks).
- Delivery pumps for tube feedings (including tubing and connectors).
- Braces, including necessary adjustments to shoes to accommodate braces. Braces that stabilize an Injured body part and braces to treat curvature of the spine are considered Durable Medical Equipment and are a Covered Health Service. Braces that straighten or change the shape of a body part are orthotic devices, and are excluded from coverage. See **Prosthetic Devices** section regarding orthotic devices. Dental braces are also excluded from coverage.
- Mechanical equipment necessary for the treatment of chronic or acute respiratory failure (except that air-conditioners, humidifiers, dehumidifiers, air purifiers and filters, and personal comfort items are excluded from coverage). Filters for sleep apnea machines are covered.

The Plan Administrator and the Claims Administrator will decide if the equipment should be purchased or rented. You must purchase or rent the Durable Medical Equipment from the vendor the Claims Administrator identifies.

Description of Covered Health Service	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?
5. Emergency Health Services Services that are required to stabilize or initiate treatment in an Emergency. Emergency Health Services must be received on an outpatient basis at a Hospital or Alternate Facility. You will find more information about Benefits for Emergency Health Services in (Section 3: Obtaining Benefits).	$150 per visit, then 25% Copay waived if admitted to a Hospital within 48 hours of receiving Emergency Health Services	Yes
6. Extreme Vision Benefits The following are covered services: • The evaluation, fitting cost and purchase cost of contact lenses if there is a diagnosis of Karatoconus. Benefits are limited to once every 12 months.	$45 per visit	No
7. Eye Examinations Eye examinations received from a health care provider in the provider's office. . Benefits include one routine vision exam, including refraction, to detect vision impairment by a Network provider each calendar year. Please note that Benefits are not available for charges connected to	$25 per visit, except that the Copayment for a Network Specialist Physician office visit is $45 $10 Copay for	Yes

Description of Covered Health Service	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?
the purchase or fitting of eyeglasses or contact lenses.	eyeglass exam; $20 Copay for contact lens exam	
8. Hearing Aids Benefits for hearing aids, including evaluation and fitting as follows: • One audiometric examination and hearing aid evaluation test to determine actual hearing acuity and the specific type or brand of hearing aid needed. • Purchase and fitting of hearing aid(s), including one hearing aid check following the fitting. Benefits for hearing aids are limited to one device every 36 months, up to $1,000 per calendar year.	25%	Yes
9. Home Health Care Services received from a Home Health Agency that are both of the following: • Ordered by a Physician. • Provided by or supervised by a registered nurse in your home. Benefits are available only when the Home Health Agency services	$25 per visit; 25% for private duty nursing	Yes

Description of Covered Health Service	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?

are provided on a part-time, intermittent schedule and when skilled care is required.

Benefits for Home Health Agency services include private duty nursing.

Skilled care is skilled nursing, skilled teaching, and skilled rehabilitation services when all of the following are true:

- It must be delivered or supervised by licensed technical or professional medical personnel in order to obtain the specified medical outcome, and provide for the safety of the patient.
- It is ordered by a Physician.
- It is not delivered for the purpose of assisting with activities of daily living, including but not limited to dressing, feeding, bathing or transferring from a bed to a chair.
- It requires clinical training in order to be delivered safely and effectively.
- It is not Custodial Care.

The Plan Administrator and the Claims Administrator will decide if skilled care is required by reviewing both the skilled nature of the service and the need for Physician-directed medical management. A service will not be determined to be "skilled" simply because there is not an available caregiver.

Description of Covered Health Service	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?
10. Hospice Care Hospice care that is recommended by a Physician. Hospice care is an integrated program that provides comfort and support services for the terminally ill. Hospice care includes physical, psychological, social and spiritual care for the terminally ill person, and short-term grief counseling for immediate family members. Benefits are available when hospice care is received from a licensed hospice agency. Please contact the Claims Administrator for more information regarding guidelines for hospice care. You can contact the Claims Administrator at the telephone number on your ID card. Benefits are limited to $20,000 per calendar year.	25%	Yes
11. Hospital - Inpatient Stay Inpatient Stay in a Hospital. Benefits are available for: • Services and supplies received during the Inpatient Stay. • Room and board in a Semi-private Room (a room with two or more beds). Benefits for Physician services are described under *Professional Fees for Surgical and Medical Services.*	$600 per Inpatient Stay then 25%	Yes

Description of Covered Health Service	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?
12. Infertility Services Services for the treatment of infertility when provided by or under the direction of a Network Physician.	$25 per visit; 50% for artificial insemination	Yes
13. Injections received in a Physician's Office Benefits are available for injections received in a Physician's office when no other health service is received, for example allergy immunotherapy.	50% per injection	Yes
14. Maternity Services Benefits for Pregnancy will be paid at the same level as Benefits for any other condition, Sickness or Injury. This includes all maternity-related medical services for prenatal care, postnatal care, delivery, and any related complications.	Same as Physician's Office Services, Professional Fees, Hospital-Inpatient Stay, and Outpatient Surgery, Diagnostic and Therapeutic Services.	
There are special prenatal programs to help during Pregnancy. They are completely voluntary and there is no extra cost for participating in the programs. To sign up, you should notify the Claims Administrator during the first trimester, but no later than one month prior to the anticipated childbirth.	No Copayment applies to Physician office visits for prenatal care after the first visit for which a $25 copay applies.	
The Plan Administrator will pay Benefits for an Inpatient Stay of at least: • 48 hours for the mother and newborn child following a normal		

Description of Covered Health Service	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?
vaginal delivery. • 96 hours for the mother and newborn child following a cesarean section delivery. If the mother agrees, the attending provider may discharge the mother and/or the newborn child earlier than these minimum time frames.		
15. Mental Health and Substance Abuse Services - Outpatient Mental Health Services and Substance Abuse Services received on an outpatient basis in a provider's office or at an Alternate Facility, including: • Mental health, substance abuse and chemical dependency evaluations and assessment. • Diagnosis. • Treatment planning. • Referral services. • Medication management. • Short-term individual, family and group therapeutic services (including intensive outpatient therapy). • Crisis intervention. Referrals to a Mental Health/Substance Abuse provider are at the sole discretion of the Mental Health/Substance Abuse Designee,	$50 per visit	Yes

Description of Covered Health Service	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?
who is responsible for coordinating all of your care. Contact the Mental Health/Substance Abuse Designee regarding Benefits for outpatient Mental Health and Substance Abuse Services. Benefits for Mental Health Services are limited to 20 visits per calendar year. Benefits for Serious Mental Health Services are limited to 60 visits per calendar year. Benefits for Substance Abuse Services are limited to 3 series per lifetime. **Authorization Required** Please remember that you must call and get authorization to receive these Benefits, in advance of any treatment, through the Mental Health/Substance Abuse Designee. The Mental Health/Substance Abuse Designee phone number appears on your ID card. Without authorization, you will be responsible for paying all charges and no Benefits will be paid.		
16. Mental Health and Substance Abuse Services - Inpatient and Intermediate Mental Health Services and Substance Abuse Services received on an inpatient or intermediate care basis in a Hospital or an Alternate Facility. Benefits include detoxification from abusive chemicals or substances that is limited to physical detoxification when necessary	$600 per Inpatient Stay, then 25%	Yes

to protect your physical health and well-being.

The Mental Health/Substance Abuse Designee, who will arrange for the services, will determine the appropriate setting for the treatment. If an Inpatient Stay is required, it is covered on a Semi-private Room basis. At the discretion of the Mental Health/Substance Abuse Designee, two sessions of intermediate care (such as partial hospitalization) may be substituted for one inpatient day.

Mental Health Services and Substance Abuse Services must be provided by or under the direction of the Mental Health/Substance Abuse Designee. Referrals to a Mental Health/Substance Abuse provider are at the sole discretion of the Mental Health/Substance Abuse Designee, who is responsible for coordinating all of your care. Contact the Mental Health/Substance Abuse Designee regarding Benefits for inpatient/intermediate Mental Health Services and Substance Abuse Services.

Benefits for Mental Health Services are limited to 30 days per calendar year.

Benefits for Serious Mental Health Services are limited to 45 days per calendar year.

Benefits for Substance Abuse Services are limited to 3 series per lifetime.

Authorization Required

Please remember that you must call and get authorization to receive

Description of Covered Health Service	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?
these Benefits, in advance of any treatment, through the Mental Health/Substance Abuse Designee. The Mental Health/Substance Abuse Designee phone number appears on your ID card. Without authorization, you will be responsible for paying all charges and no Benefits will be paid.		
17. Nutritional Counseling Covered Health Services provided by a registered dietician in an individual session for Covered Persons with diabetes mellitus.	25%	Yes
18. Ostomy Supplies Benefits for ostomy supplies include only the following: • Pouches, face plates and belts. • Irrigation sleeves, bags and catheters. • Skin barriers. Benefits are not available for gauze, adhesive, adhesive remover, deodorant, pouch covers, or other items not listed above.	25%	Yes

Description of Covered Health Service	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?
19. Outpatient Surgery, Diagnostic and Therapeutic Services		
Outpatient Surgery Covered Health Services for surgery and related services received on an outpatient basis at a Hospital or Alternate Facility. Benefits under this section include only the facility charge and the charge for supplies and equipment. Benefits for the surgeon fees related to outpatient surgery are described under *Professional Fees for Surgical and Medical Services* below. When these services are performed in a Physician's office, Benefits are described under *Physician's Office Services* below.	$300 per surgical procedure, then 25%	Yes
Outpatient Diagnostic Services Covered Health Services received on an outpatient basis at a Hospital or Alternate Facility including: • Lab and radiology/X-ray. • Mammography testing (One routine mammogram per calendar year for ages 35 and up). Benefits under this section include the facility charge, the charge for required services, supplies and equipment, and all related professional fees. When these services are performed in a Physician's office, Benefits	***For preventive diagnostic services:*** 25%	Yes
	For preventive mammography testing: 25%	Yes

Description of Covered Health Service	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?
are described under *Physician's Office Services* below.		
This section does not include Benefits for CT scans, PET scans, MRIs, or nuclear medicine, which are described immediately below.	***For Sickness and Injury-related diagnostic services:*** 25%	Yes

Description of Covered Health Service	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?
Outpatient Diagnostic/Therapeutic Services - CT Scans, PET Scans, MRI and Nuclear Medicine Covered Health Services for CT scans, PET scans, MRI, and nuclear medicine received on an outpatient basis at a Hospital or Alternate Facility. Benefits under this section include the facility charge, the charge for required services, supplies and equipment, and all related professional fees.	$100 per test, then 25%	Yes
Outpatient Therapeutic Treatments Covered Health Services for therapeutic treatments received on an outpatient basis at a Hospital or Alternate Facility, including dialysis, intravenous chemotherapy or other intravenous infusion therapy, and other treatments not listed above. Benefits under this section include the facility charge, the charge for required services, supplies and equipment, and all related professional fees. When these services are performed in a Physician's office, Benefits are described under *Physician's Office Services* below.	25%	Yes
20. Physician's Office Services **Covered Health Services for preventive medical care.** Preventive medical care includes: • Voluntary family planning.	$25 per visit, except that the Copayment for a Network	Yes

Description of Covered Health Service	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?
• Well-baby and well-child care. • Routine physical examinations, including Pap smears and associated exams for females age 17 and up; mammograms annually for females age 35 and up; PSA testing annually for males age 35 and up; colonoscopy once every 5 years for makes and females age 50 and up. • Vision and hearing screenings. (Vision screenings do not include refractive examinations to detect vision impairment. See *Eye Examinations* earlier in this section.) • Immunizations. Routine exams and screenings are subject to the following limits: - 6 visits per calendar year for ages 0 to 24 months. - 1 visit per calendar year for ages 2 and up. - Annual Pap Smears for females ages 20 and up. - Annual Mammograms for females ages 35 and up. - Annual PSA testing for males ages 35 and up. - Colonoscopy once every 5 years for males and females ages 50 and up. - Annual cholesterol screening for men ages 30 to 65. - Cholesterol screening every 2 years for women ages 40 to 65. - Annual obesity screening for ages 17 and up. - Cervical cancer screening every 2 years for ages 17 and up. - Immunizations - Tetanus and Diphtheria every 10 years for ages 17 and up.	Specialist Physician office visit is $45 No Copayment applies when no Physician charge is assessed.	

Description of Covered Health Service	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?
- Immunizations – Influenza annually for ages 17 and up. Immunizations – Hepatitis A/B for any person at risk. **Covered Health Services for the diagnosis and treatment of a Sickness or Injury received in a Physician's office.**	$25 per visit, except that the Copayment for a Network Specialist Physician office visit is $45 No Copayment applies when no Physician charge is assessed.	Yes
21. Professional Fees for Surgical and Medical Services Professional fees for surgical procedures and other medical care received in a Hospital, Skilled Nursing Facility, Inpatient Rehabilitation Facility or Alternate Facility, or for Physician house calls. When these services are performed in a Physician's office, Benefits are described under *Physician's Office Services* above.	25%	Yes

Description of Covered Health Service	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?
22. Prosthetic Devices External prosthetic devices that replace a limb or an external body part, limited to: • Artificial arms, legs, feet and hands. • Artificial eyes, ears and noses. • Breast prosthesis as required by the Women's Health and Cancer Rights Act of 1998. Benefits include mastectomy bras and lymphedema stockings for the arm. • Orthotic devices. Benefits are also provided for wigs that are required as a result of cancer. Benefits for wigs are limited to a maximum of $300.	25%	Yes

Description of Covered Health Service	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?
If more than one prosthetic device can meet your functional needs, Benefits are available only for the most cost-effective prosthetic device. The prosthetic device must be ordered or provided by, or under the direction of a Physician. Except for wigs and items required by the Women's Health and Cancer Rights Act of 1998, Benefits for prosthetic devices is limited to $10,000 per calendar year. This limit applies to the total amount that we will pay for the prosthetics, and does not include any Copayment responsibility you may have. Once this Benefit limit is reached, no additional Benefits are available except for wigs and items required by the Women's Health and Cancer Rights Act of 1998.		
23. Reconstructive Procedures Services for reconstructive procedures, when a physical impairment exists and the primary purpose of the procedure is to improve or restore physiologic function. Reconstructive procedures include surgery or other procedures which are associated with an Injury, Sickness or Congenital Anomaly. The fact that physical appearance may change or improve as a result of a reconstructive procedure does not classify such surgery as a Cosmetic Procedure when a physical impairment exists, and the surgery restores or improves function. Cosmetic Procedures are excluded from coverage. Procedures that correct an anatomical Congenital Anomaly without improving or	Same as Physician's Office Services, Professional Fees, Hospital-Inpatient Stay, Outpatient Diagnostic and Therapeutic Services.	

Description of Covered Health Service	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?
restoring physiologic function are considered Cosmetic Procedures. The fact that a Covered Person may suffer psychological consequences or socially avoidant behavior as a result of an Injury, Sickness or Congenital Anomaly does not classify surgery or other procedures done to relieve such consequences or behavior as a reconstructive procedure. Please note that Benefits for reconstructive procedures include breast reconstruction following a mastectomy, and reconstruction of the non-affected breast to achieve symmetry. Other services required by the Women's Health and Cancer Rights Act of 1998, including breast prostheses and treatment of complications, are provided in the same manner and at the same level as those for any other Covered Health Service. You can contact the Claims Administrator at the telephone number on your ID card for more information about Benefits for mastectomy related services.		
24. Rehabilitation Services - Outpatient Therapy Short-term outpatient rehabilitation services for: • Physical therapy. • Occupational therapy. • Speech therapy. • Pulmonary rehabilitation therapy. • Cardiac rehabilitation therapy.	$45 per visit	Yes

Description of Covered Health Service	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?
Rehabilitation services must be performed by a licensed therapy provider, under the direction of a Physician. Benefits are available only for rehabilitation services that are expected to result in significant physical improvement in your condition within two months of the start of treatment. Please note that the Plan Administrator will pay Benefits for speech therapy for a diagnosis of autism for children up to age 3. After that, speech therapy for a diagnosis of autism is not covered. In addition, the Plan Administrator will pay Benefits for speech therapy when the speech impediment or speech dysfunction results from Injury, stroke or a Congenital Anomaly.		
25. Skilled Nursing Facility/Inpatient Rehabilitation Facility Services Services for an Inpatient Stay in a Skilled Nursing Facility or Inpatient Rehabilitation Facility. Benefits are available for: • Services and supplies received during the Inpatient Stay. • Room and board in a Semi-private Room (a room with two or more beds). Benefits are limited to 30 days per calendar year. Please note that Benefits are available only for the care and treatment of an Injury or Sickness that would have otherwise	$25 per day.	Yes

Description of Covered Health Service	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?
required an Inpatient Stay in a Hospital.		
26. Spinal Treatment Benefits for Spinal Treatment when provided by a Network Spinal Treatment provider in the provider's office. Benefits include diagnosis and related services and are limited to one visit and treatment per day.	$45 per visit	Yes
27. Transplantation Services Covered Health Services for the following organ and tissue transplants when ordered by a Physician. Transplantation services must be received at a Designated Facility. Benefits are available for the transplants listed below when the transplant meets the definition of a Covered Health Service, and is not an Experimental, Investigational or Unproven Service: • Bone marrow transplants (either from you or from a compatible donor) and peripheral stem cell transplants, with or without high dose chemotherapy. Not all bone marrow transplants meet the definition of a Covered Health Service. • Heart transplants. • Heart/lung transplants. • Lung transplants. • Kidney transplants. • Kidney/pancreas transplants.	$600 per Inpatient Stay, then 25%.	Yes

- Liver transplants.
- Liver/small bowel transplants.
- Pancreas transplants.
- Small bowel transplants.

Benefits are also available for cornea transplants that are provided by a Network Physician at a Network Hospital. The Plan Administrator does not require that cornea transplants be performed at a Designated Facility.

Organ or tissue transplants or multiple organ transplants other than those listed above are excluded from coverage.

Under the Plan there are specific guidelines regarding Benefits for transplant services. Contact the Claims Administrator at the telephone number on your ID card for information about these guidelines.

Transportation and Lodging

The Claims Administrator will assist the patient and family with travel and lodging arrangements when services are received from a Designated Facility. Expenses for travel, lodging and meals for the transplant recipient and a companion are available under this Plan as follows:

- Transportation of the patient and one companion who is traveling on the same day(s) to and/or from the site of the transplant for the purposes of an evaluation, the transplant procedure or necessary post-discharge follow-up.

Description of Covered Health Service	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?
• Eligible Expenses for lodging and meals for the patient (while not confined) and one companion. Benefits are paid at a per diem rate of up to $75 for one person or up to $150 for two people. • Travel and lodging expenses are only available if the transplant recipient resides more than 50 miles from the Designated Facility. • If the patient is an Enrolled Dependent minor child, the transportation expenses of two companions will be covered and lodging and meal expenses will be reimbursed up to the $150 per diem rate. There is a combined overall lifetime maximum Benefit of $10,000 per Covered Person for all transportation, lodging and meal expenses incurred by the transplant recipient and companion(s) and reimbursed under this Plan in connection with all transplant procedures.		
28. Urgent Care Center Services Covered Health Services received at an Urgent Care Center. When services to treat urgent health care needs are provided in a	$45 per visit, then 25%	Yes

Description of Covered Health Service	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?
Physician's office, Benefits are available as described under *Physician's Office Services* earlier in this section. To ensure prompt and accurate payment of your claim, notify the Claims Administrator within two business days after you receive care at an Urgent Care Center outside the service area.		

Section 2: What's Not Covered--Exclusions

This section contains information about:

- How headings are used in this section.
- Medical services that are not covered. The Plan Administrator call these Exclusions. It's important for you to know what services and supplies are not covered under the Plan.

How The Plan Administrator Uses Headings in this Section

To help you find specific exclusions more easily, the Plan Administrator uses headings. The headings group services, treatments, items, or supplies that fall into a similar category. Actual exclusions appear underneath headings. A heading does not create, define, modify, limit or expand an exclusion. All exclusions in this section apply to you.

To continue reading, go to right column on this page.

The Plan Administrator Does not Pay Benefits for Exclusions

The Plan Administrator will not pay Benefits for any of the services, treatments, items or supplies described in this section, even if either of the following are true:

- It is recommended or prescribed by a Physician.
- It is the only available treatment for your condition.

The services, treatments, items or supplies listed in this section are not Covered Health Services, except as may be specifically provided for in (Section 1: What's Covered--Benefits) or through a Rider to the SPD.

A. Alternative Treatments

1. Acupressure and acupuncture.
2. Aroma therapy.
3. Hypnotism.
4. Massage Therapy.
5. Rolfing.
6. Other forms of alternative treatment as defined by the Office of Alternative Medicine of the National Institutes of Health.

B. Comfort or Convenience

1. Television.
2. Telephone.
3. Beauty/Barber service.
4. Guest service.

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5. Supplies, equipment and similar incidental services and supplies for personal comfort. Examples include:
   - — Air conditioners.
   - — Air purifiers and filters.
   - — Batteries and battery chargers.
   - — Dehumidifiers.
   - — Humidifiers.
6. Devices and computers to assist in communication and speech.

C. Dental

1. Dental care except as described in (Section 1: What's Covered--Benefits) under the heading *Dental Services - Accident only*.
2. Preventive care, diagnosis, treatment of or related to the teeth, jawbones or gums. Examples include all of the following:
   - — Extraction, restoration and replacement of teeth.
   - — Medical or surgical treatments of dental conditions.
   - — Services to improve dental clinical outcomes.
3. Dental implants.
4. Dental braces.
5. Dental X-rays, supplies and appliances and all associated expenses, including hospitalizations and anesthesia. The only exceptions to this are for any of the following:
   - — Transplant preparation.
   - — Initiation of immunosuppressives.
   - — The direct treatment of acute traumatic Injury, cancer or cleft palate.
6. Treatment of congenitally missing, malpositioned, or super numerary teeth, even if part of a Congenital Anomaly.

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D. Drugs

1. Prescription drug products for outpatient use that are filled by a prescription order or refill.
2. Self-injectable medications.
3. Non-injectable medications given in a Physician's office except as required in an Emergency.
4. Over the counter drugs and treatments.

E. Experimental, Investigational or Unproven Services

Experimental, Investigational and Unproven Services are excluded. The fact that an Experimental, Investigational or Unproven Service, treatment, device or pharmacological regimen is the only available treatment for a particular condition will not result in Benefits if the procedure is considered to be Experimental, Investigational or Unproven in the treatment of that particular condition.

F. Foot Care

1. Routine foot care (including the cutting or removal of corns and calluses).
2 Nail trimming, cutting, or debriding.
3. Hygienic and preventive maintenance foot care. Examples include the following:
   - — Cleaning and soaking the feet.
   - — Applying skin creams in order to maintain skin tone.
   - — Other services that are performed when there is not a localized illness, Injury or symptom involving the foot.
4. Treatment of flat feet.
5. Treatment of subluxation of the foot.

To continue reading, go to left column on next page.

G. Medical Supplies and Appliances

1. Devices used specifically as safety items or to affect performance in sports-related activities.
2. Prescribed or non-prescribed medical supplies and disposable supplies. Examples include:
   - Elastic stockings.
   - Ace bandages.
   - Gauze and dressings.
   - Syringes.
   - Diabetic test strips.
3. Orthotic appliances that straighten or re-shape a body part (including cranial banding and some types of braces).
4. Tubings and masks are not covered except when used with Durable Medical Equipment as described in (Section 1: What's Covered--Benefits).

H. Mental Health/Substance Abuse

1. Services performed in connection with conditions not classified in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association.
2. Mental Health Services and Substance Abuse Services that extend beyond the period necessary for short-term evaluation, diagnosis, treatment or crisis intervention.
3. Mental Health Services as treatment for insomnia and other sleep disorders, neurological disorders and other disorders with a known physical basis.
4. Treatment for conduct and impulse control disorders, personality disorders, paraphilias and other Mental Illnesses that will not substantially improve beyond the current level of functioning, or that are not subject to favorable modification or management according to prevailing national standards of clinical practice, as reasonably determined by the Mental Health/Substance Abuse Designee.
5. Services utilizing methadone treatment as maintenance, L.A.A.M. (1-Alpha-Acetyl-Methadol), Cyclazocine, or their equivalents.
6. Treatment provided in connection with or to comply with involuntary commitments, police detentions and other similar arrangements, unless authorized by the Mental Health/Substance Abuse Designee.
7. Residential treatment services.
8. Services or supplies for the diagnosis or treatment of Mental Illness, alcoholism or substance abuse disorders that, in the reasonable judgment of the Mental Health/Substance Abuse Designee, are any of the following:
   - Not consistent with prevailing national standards of clinical practice for the treatment of such conditions.
   - Not consistent with prevailing professional research demonstrating that the services or supplies will have a measurable and beneficial health outcome.
   - Typically do not result in outcomes demonstrably better than other available treatment alternatives that are less intensive or more cost effective.
   - Not consistent with the Mental Health/Substance Abuse Designee's level of care guidelines or best practices as modified from time to time.

   The Mental Health/Substance Abuse Designee may consult with professional clinical consultants, peer review committees or other appropriate sources for recommendations and information regarding whether a service or supply meets any of these criteria.

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I. Nutrition

1. Megavitamin and nutrition based therapy.
2. Nutritional counseling for either individuals or groups except as specifically described in (Section 1: What's Covered--Benefits).
3. Enteral feedings and other nutritional and electrolyte supplements, including infant formula and donor breast milk.

J. Physical Appearance

1. Cosmetic Procedures. See the definition in (Section 10: Glossary of Defined Terms). Examples include:
   - — Pharmacological regimens, nutritional procedures or treatments.
   - — Scar or tattoo removal or revision procedures (such as salabrasion, chemosurgery and other such skin abrasion procedures).
   - — Skin abrasion procedures performed as a treatment for acne.
2. Replacement of an existing breast implant if the earlier breast implant was performed as a Cosmetic Procedure.
   Note: Replacement of an existing breast implant is considered reconstructive if the initial breast implant followed mastectomy. See *Reconstructive Procedures* in (Section 1: What's Covered--Benefits).
3. Physical conditioning programs such as athletic training, body-building, exercise, fitness, flexibility, and diversion or general motivation.
4. Weight loss programs whether or not they are under medical supervision. Weight loss programs for medical reasons are also excluded.
5. Wigs regardless of the reason for the hair loss except for wigs required as a result of cancer.

To continue reading, go to right column on this page.

K. Preexisting Conditions

1. Benefits for the treatment of a Preexisting Condition are excluded until the date you have had Continuous Creditable Coverage for 12 months.

   This exclusion does not apply to newborn children or newly adopted children. This exception for newborn and adopted children no longer applies after the end of the first 63-day period during which the child has not had Continuous Creditable Coverage.

L. Providers

1. Services performed by a provider who is a family member by birth or marriage, including spouse, brother, sister, parent or child. This includes any service the provider may perform on himself or herself.
2. Services performed by a provider with your same legal residence.
3. Services provided at a free-standing or Hospital-based diagnostic facility without an order written by a Physician or other provider. Services that are self-directed to a free-standing or Hospital-based diagnostic facility. Services ordered by a Physician or other provider who is an employee or representative of a free-standing or Hospital-based diagnostic facility, when that Physician or other provider:
   - — Has not been actively involved in your medical care prior to ordering the service, or
   - — Is not actively involved in your medical care after the service is received.

   This exclusion does not apply to mammography testing.

To continue reading, go to left column on next page.

M. Reproduction

1. Surrogate parenting.
2. The reversal of voluntary sterilization.
3. Health services and associated expenses for elective abortion.
4. Fetal reduction surgery.
5. Health services associated with the use of non-surgical or drug-induced Pregnancy termination.

N. Services Provided under Another Plan

1. Health services for which other coverage is required by federal, state or local law to be purchased or provided through other arrangements. This includes, but is not limited to, coverage required by workers' compensation, no-fault auto insurance, or similar legislation.

   If coverage under workers' compensation or similar legislation is optional for you because you could elect it, or could have it elected for you, Benefits will not be paid for any Injury, Sickness or Mental Illness that would have been covered under workers' compensation or similar legislation had that coverage been elected.
2. Health services for treatment of military service-related disabilities, when you are legally entitled to other coverage and facilities are reasonably available to you.
3. Health services while on active military duty.

O. Transplants

1. Health services for organ and tissue transplants, except those described in (Section 1: What's Covered--Benefits).
2. Health services connected with the removal of an organ or tissue from you for purposes of a transplant to another person. (Donor costs for removal are payable for a transplant through the organ recipient's Benefits under the Plan).
3. Health services for transplants involving mechanical or animal organs.
4. Transplant services that are not performed at a Designated Facility.
5. Any solid organ transplant that is performed as a treatment for cancer.
6. Any multiple organ transplant not listed as a Covered Health Service under the heading *Transplantation Services* in (Section 1: What's Covered--Benefits).

P. Travel

1. Health services provided in a foreign country, unless required as Emergency Health Services.
2. Travel or transportation expenses, even though prescribed by a Physician. Some travel expenses related to covered transplantation services may be reimbursed at our discretion.

Q. Vision and Hearing

1. Purchase cost of eye glasses or contact lenses.
2. Fitting charge for eye glasses or contact lenses.
3. Eye exercise therapy.
4. Surgery that is intended to allow you to see better without glasses or other vision correction including radial keratotomy, laser, and other refractive eye surgery.

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R. All Other Exclusions

1. Health services and supplies that do not meet the definition of a Covered Health Service - see the definition in (Section 10: Glossary of Defined Terms).
2. Physical, psychiatric or psychological exams, testing, vaccinations, immunizations or treatments that are otherwise covered under the Plan when:
   - Required solely for purposes of career, education, sports or camp, travel, employment, insurance, marriage or adoption.
   - Related to judicial or administrative proceedings or orders.
   - Conducted for purposes of medical research.
   - Required to obtain or maintain a license of any type.
3. Health services received as a result of war or any act of war, whether declared or undeclared or caused during service in the armed forces of any country.
4. Health services received after the date your coverage under the Plan ends, including health services for medical conditions arising before the date your coverage under the Plan ends.
5. Health services for which you have no legal responsibility to pay, or for which a charge would not ordinarily be made in the absence of coverage under the Plan.
6. Charges in excess of Eligible Expenses or in excess of any specified limitation.
7. Services for the evaluation and treatment of temporomandibular joint syndrome (TMJ), whether the services are considered to be medical or dental in nature.
8. Upper and lower jawbone surgery except as required for direct treatment of acute traumatic Injury or cancer. Orthognathic surgery, jaw alignment and treatment for the temporomandibular joint, except as a treatment of obstructive sleep apnea.

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9. Non-surgical treatment of obesity, including morbid obesity.
10. Surgical treatment of obesity including severe morbid obesity.
11. Growth hormone therapy.
12. Sex transformation operations.
13. Custodial Care.
14. Domiciliary care.
15. Private duty nursing provided on an inpatient basis.
16. Respite care.
17. Rest cures.
18. Psychosurgery.
19. Treatment of benign gynecomastia (abnormal breast enlargement in males).
20. Medical and surgical treatment of excessive sweating (hyperhidrosis).
21. Panniculectomy, abdominoplasty, thighplasty, brachioplasty, mastopexy, and breast reduction. This exclusion does not apply to breast reconstruction following a mastectomy as described under *Reconstructive Procedures* in (Section 1: What's Covered--Benefits).
22. Medical and surgical treatment for snoring, except when provided as a part of treatment for documented obstructive sleep apnea.
23. Oral appliances for snoring.
24. Speech therapy except as required for treatment of a speech impediment or speech dysfunction that results from Injury, stroke, Congenital Anomaly or autism in a child up to age 3.
25. Any charges for missed appointments, room or facility reservations, completion of claim forms or record processing.
26. Any charge for services, supplies or equipment advertised by the provider as free.

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27. Any charges prohibited by federal anti-kickback or self-referral statutes.

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Section 3: Obtaining Benefits

This section includes information about:

- Obtaining Benefits.
- Emergency Health Services.

Benefits

Benefits are payable for Covered Health Services which are any of the following:

- Provided by or under the direction of a Network Physician or other Network provider in the Physician's office or at a Network facility.
- Emergency Health Services.
- Urgent Care Center services received outside the service area.

Benefits are not payable for Covered Health Services that are provided by non-Network providers.

Please note that Mental Health and Substance Abuse Services must be authorized by the Mental Health/Substance Abuse Designee. Please see (Section 1: What's Covered--Benefits) under the heading for *Mental Health and Substance Abuse*.

To continue reading, go to right column on this page.

Provider Network

The Claims Administrator arranges for health care providers to participate in a Network. Network providers are independent practitioners. They are not our employees or employees of the Claims Administrator. It is your responsibility to select your provider.

The credentialing process confirms public information about the providers' licenses and other credentials, but does not assure the quality of the services provided.

You will be given a directory of Network providers. However, before obtaining services you should always verify the Network status of a provider. A provider's status may change. You can verify the provider's status by calling the Claims Administrator.

It is possible that you might not be able to obtain services from a particular Network provider. The network of providers is subject to change. Or you might find that a particular Network provider may not be accepting new patients. If a provider leaves the Network or is otherwise not available to you, you must choose another Network provider.

Do not assume that a Network provider's agreement includes all Covered Health Services. Some Network providers contract to provide only certain Covered Health Services, but not all Covered Health Services. Some Network providers choose to be a Network provider for only some products. Refer to your provider directory or contact the Claims Administrator for assistance.

Care Coordination[SM]

Your Network Physician is required to notify the Claims Administrator regarding certain proposed or scheduled health services. When your Network Physician notifies the Claims Administrator, they will work together to implement the Care

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Coordination℠ process and to provide you with information about additional services that are available to you, such as disease management programs, health education, pre-admission counseling and patient advocacy.

If you receive certain Covered Health Services from a Network provider, you must notify the Claims Administrator. The Covered Health Services for which notification is required is shown in (Section 1: What's Covered--Benefits). When you notify the Claims Administrator, you will be provided with the Care Coordination services described above.

Designated Facilities and Other Providers

If you have a medical condition that the Claims Administrator believes needs special services, they may direct you to a Designated Facility or other provider chosen by them. If you require certain complex Covered Health Services for which expertise is limited, the Claims Administrator may direct you to a non-Network facility or provider.

In both cases, Benefits will only be paid if your Covered Health Services for that condition are provided by or arranged by the Designated Facility or other provider chosen by the Claims Administrator.

You or your Network Physician must notify the Claims Administrator of special service needs (including, but not limited to, transplants or cancer treatment) that might warrant referral to a Designated Facility or non-Network facility or provider. If you do not notify the Claims Administrator in advance, and if you receive services from a non-Network facility (regardless of whether it is a Designated Facility) or other non-Network provider, Benefits will not be paid.

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Benefits for Health Services from Non-Network Providers

If specific Covered Health Services are not available from a Network provider, you may be eligible for Benefits when Covered Health Services are received from non-Network providers. In this situation, your Network Physician will notify the Claims Administrator, and they will work with you and your Network Physician to coordinate care through a non-Network provider.

Limitations on Selection of Providers

If the Claims Administrator determines that you are using health care services in a harmful or abusive manner, or with harmful frequency, your selection of Network providers may be limited. If this happens, you may be required to select a single Network Physician to provide and coordinate all future Covered Health Services.

If you don't make a selection within 31 days of the date the Plan Administrator notifies you, the Claims Administrator will select a single Network Physician for you. If you fail to use the selected Network Physician, Benefits for Covered Health Services will not be paid.

Emergency Health Services

The Plan Administrator provides Benefits for Emergency Health Services when required for stabilization and initiation of treatment as provided by or under the direction of a Physician.

Benefits are paid for Emergency Health Services, even if the services are provided by a non-Network provider.

If you are confined in a non-Network Hospital after you receive Emergency Health Services, the Claims Administrator must be notified within one business day or on the same day of admission if reasonably possible. The Claims Administrator may elect to transfer

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you to a Network Hospital as soon as it is medically appropriate to do so. If you choose to stay in the non-Network Hospital after the date the Claims Administrator decides a transfer is medically appropriate, Benefits will not be available.

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Section 4: When Coverage Begins

This section includes information about:

- How to enroll.
- If you are hospitalized when this coverage begins.
- Who is eligible for coverage.
- When to enroll.
- When coverage begins.

How to Enroll

To enroll, the Eligible Person must complete enrollment information. The Plan Administrator or its designee will give the necessary information to you, along with instructions about submitting your enrollment information and any required contribution for coverage. The Plan Administrator will not provide Benefits for health services that you receive before your effective date of coverage.

If You Are Hospitalized When Your Coverage Begins

If you are an inpatient in a Hospital, Skilled Nursing Facility or Inpatient Rehabilitation Facility on the day your coverage begins, the Plan Administrator will pay Benefits for Covered Health Services

To continue reading, go to right column on this page.

related to that Inpatient Stay as long as you receive Covered Health Services in accordance with the terms of the Plan.

You should notify the Claims Administrator within 48 hours of the day your coverage begins, or as soon as is reasonably possible. Benefits are available only if you receive Covered Health Services from Network Providers.

If You Are Eligible for Medicare

If you are eligible for Medicare on a primary basis (Medicare pays before Benefits under the Plan), you **should** enroll for and maintain coverage under both Medicare Part A and Part B. If you don't enroll and maintain that coverage, and if the Plan Administrator is the secondary payer as described in (Section 7: Coordination of Benefits), the Plan Administrator will pay Benefits under the Plan as if you were covered under both Medicare Part A and Part B. As a result, you will be responsible for the costs that Medicare would have paid and you will incur a larger out-of-pocket cost.

If you are enrolled in a Medicare+Choice (Medicare Part C) plan on a primary basis (Medicare pays before Benefits under the Plan), you **should** follow all rules of that plan that require you to seek services from that plan's participating providers. When the Plan Administrator is the secondary payer, the Plan Administrator will pay any Benefits available to you under the Plan as if you had followed all rules of the Medicare+Choice plan. You will be responsible for any additional costs or reduced Benefits that result from your failure to follow these rules, and you will incur a larger out-of-pocket cost.

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Who is Eligible for Coverage

Who	Description	Who Determines Eligibility
Eligible Person	Eligible Person usually refers to an employee of ours who meets the eligibility rules. When an Eligible Person actually enrolls, the Plan Administrator refers to that person as a Participant. For a complete definition of Eligible Person and Participant, see (Section 10: Glossary of Defined Terms). If both spouses are Eligible Persons under the Plan, each may enroll as a Participant or be covered as an Enrolled Dependent of the other, but not both. Except as the Plan Administrator has described in (Section 4: When Coverage Begins), Eligible Persons may not enroll.	The Plan Administrator determines who is eligible to enroll under the Plan.
Dependent	Dependent generally refers to the Participant's spouse and children. When a Dependent actually enrolls, the Plan Administrator refes to that person as an Enrolled Dependent. For a complete definition of Dependent and Enrolled Dependent, see (Section 10: Glossary of Defined Terms). Dependents of an Eligible Person may not enroll unless the Eligible Person is also covered under the Plan. If both parents of a Dependent child are enrolled as a Participant, only one parent may enroll the child as a Dependent. Except as the Plan Administrator has described in (Section 4: When Coverage Begins), Dependents may not enroll.	The Plan Administrator determines who qualifies as a Dependent.

When to Enroll and When Coverage Begins

When to Enroll	Who Can Enroll	Begin Date
Initial Enrollment Period The Initial Enrollment Period is the first period of time when Eligible Persons can enroll.	Eligible Persons may enroll themselves and their Dependents.	Coverage begins on the date identified by the Plan Administrator, if the Plan Administrator receives the completed enrollment form and any required contribution for coverage within 31 days of the date the Eligible Person becomes eligible to enroll.
Open Enrollment Period	Eligible Persons may enroll themselves and their Dependents.	The Plan Administrator determines the Open Enrollment Period. Coverage begins on the date identified by the Plan Administrator if the Plan Administrator receives the completed enrollment form and any required contribution within 31 days of the date the Eligible Person becomes eligible to enroll.
New Eligible Persons	New Eligible Persons may enroll themselves and their Dependents.	Coverage begins on the date of hire if the Plan Administrator receives the properly completed enrollment form and any required contribution for coverage within 31 days of the date the new Eligible Person becomes eligible to enroll and if the Participant pays any required contribution to the Plan Administrator for Coverage. **Retiree Coverage:** Coverage begins on the first of the month following the termination date of employment if the Plan Administrator receives the properly completed enrollment form and any required contribution for coverage within 31 days after

When to Enroll	Who Can Enroll	Begin Date
		the date of retirement. Otherwise, the retired employee will be considered to have waived retiree coverage and will not be eligible for future coverage.
Adding New Dependents	Participants may enroll Dependents because of any of the following events: • Birth. • Legal adoption. • Placement for adoption. • Marriage. • Legal guardianship. • Court or administrative order. • Domestic Partner (see definition of Domestic Partner and Domestic Partnership in Section 10).	Coverage begins on the date of the event if the Plan Administrator received the completed enrollment form and any required contribution for coverage within 31 days of the event that makes the new Dependent eligible. Documentation is required to validate all Dependents.

Special Enrollment Period

An Eligible Person (who has not enrolled) and/or Dependent may also be able to enroll during a special enrollment period. A special enrollment period is not available to an Eligible Person and his or her Dependents if coverage under the prior plan was terminated for cause, or because premiums were not paid on a timely basis.

A special enrollment period applies to an Eligible Person and any Dependents when one of the following events occurs:

- Birth.
- Legal adoption.
- Placement for adoption.
- Marriage.

A special enrollment period applies for an Eligible Person and/or Dependent who did not enroll during the Initial Enrollment Period or Open Enrollment Period if the following are true:

- The Eligible Person and/or Dependent had existing health coverage under another plan at the time they had an opportunity to enroll during the Initial Enrollment Period or Open Enrollment Period; and
- Coverage under the prior plan ended because of any of the following:
  - Loss of eligibility (including, without limitation, legal separation, divorce or death).
  - The employer stopped paying the contributions.
  - In the case of COBRA continuation coverage, the coverage ended.
  - The Eligible Person and/or Dependent no longer lives or works in an HMO service

Event Takes Place (for example, a birth or marriage). Coverage begins on the date of the event if the Plan Administrator receives the completed enrollment form and any required contribution within 31 days of the event.

Missed Initial Enrollment Period or Open Enrollment Period. Coverage begins on the day immediately following the day coverage under the prior plan ends if the Plan Administrator receives the completed enrollment form and any required contribution within 31 days of the date coverage under the prior plan ended.

area if no other benefit option is available.

— The Plan no longer offers benefits to a class of individuals that include the Eligible Person and/or Dependent.

— An Eligible Person and/or Dependent incurs a claim that would exceed a lifetime limit on all benefits.

Section 5: How to File a Claim

This section provides you with information about:

- How and when to file a claim.
- If you receive Covered Health Services from a Network provider, you do not have to file a claim. The Plan Administrator pays these providers directly.
- If you receive Covered Health Services from a non-Network provider, you may be responsible for filing a claim.

If You Receive Covered Health Services from a Network Provider

The Plan Administrator pays Network providers directly for your Covered Health Services. If a Network provider bills you for any Covered Health Service, contact the Claims Administrator. However, you are responsible for paying Copayments to a Network provider at the time of service, or when you receive a bill from the provider.

Filing a Claim for Benefits

When you receive Covered Health Services from a non-Network provider as a result of an Emergency, you may be responsible for requesting payment from the Plan Administrator through the Claims

To continue reading, go to right column on this page.

Administrator. You must file the claim in a format that contains all of the information required, as described below.

If the Network provider does not file the claim, you must submit a request for payment of Benefits within 90 days after the date of service. If you don't provide this information to the Claims Administrator within one year of the date of service, Benefits for that health service will be denied or reduced, in our or the Claims Administrator's discretion. This time limit does not apply if you are legally incapacitated. If your claim relates to an Inpatient Stay, the date of service is the date your Inpatient Stay ends.

Pharmacy Benefit Claims

If you are asked to pay the full cost of a prescription when you fill it at a retail or mail-order pharmacy and you believe that the Plan should have paid for it, you may submit a claim for reimbursement as set forth in the procedures for filing a post-service group health plan claim (described in this section). If you pay a Copayment and you believe that the amount of the Copayment was incorrect, you also may submit a claim for reimbursement as set forth in the procedures for filing a post-service group health plan claim.

If a retail or mail order pharmacy fails to fill a prescription that you have presented, you may contact the Claims Administrator by submitting a claim for coverage as set forth in the procedures for filing a pre-service health plan claim (described in this section).

Required Information

When you request payment of Benefits from the Plan Administrator, you must provide all of the following information:

A. Participant's name and address.
B. The patient's name, age and relationship to the Participant.
C. The member number stated on your ID card.

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D. An itemized bill from your provider that includes the following:
   - Patient diagnosis
   - Date of service
   - Procedure code(s) and description of service(s) rendered
   - Provider of service (Name, Address and Tax Identification Number)
E. The date the Injury or Sickness began.
F. A statement indicating either that you are, or you are not, enrolled for coverage under any other health insurance plan or program. If you are enrolled for other coverage you must include the name of the other carrier(s).

Payment of Benefits

Through the Claims Administrator, the Plan Administrator will make a benefit determination as set forth below.

You may not assign your Benefits under the Plan to a non-Network provider without our consent. The Claims Administrator may, however, in their discretion, pay a non-Network provider directly for services rendered to you.

The Claims Administrator will notify you if additional information is needed to process the claim. The Claims Administrator may request a one time extension not longer than 15 days and will pend your claim until all information is received. Once you are notified of the extension or missing information, you then have at least 45 days to provide this information.

Benefit Determinations

Post-Service Claims

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Post-Service Claims are those claims that are filed for payment of benefits after medical care has been received. If your post-service claim is denied, you will receive a written notice from the Claims Administrator within 30 days of receipt of the claim, as long as all needed information was provided with the claim. The Claims Administrator will notify you within this 30-day period if additional information is needed to process the claim, and may request a one time extension not longer than 15 days and pend your claim until all information is received.

Once notified of the extension you then have 45 days to provide this information. If all of the needed information is received within the 45-day time frame and the claim is denied, the Claims Administrator will notify you of the denial within 15 days after the information is received. If you don't provide the needed information within the 45-day period, your claim will be denied.

A denial notice will explain the reason for denial, refer to the part of the Plan on which the denial is based, and provide the claim appeal procedures.

Pre-Service Requests for Benefits

Pre-service requests for Benefits are those requests that require notification or approval prior to receiving medical care. If you have a pre-service request for Benefits, and it was submitted properly with all needed information, you will receive written notice of the decision from the Claims Administrator within 15 days of receipt of the request. If you filed a pre-service request for Benefits improperly, the Claims Administrator will notify you of the improper filing and how to correct it within 5 days after the pre-service request for Benefits was received. If additional information is needed to process the pre-service request, the Claims Administrator will notify you of the information needed within 15 days after it was received, and may request a one time extension not longer than 15

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days and pend your request until all information is received. Once notified of the extension you then have 45 days to provide this information. If all of the needed information is received within the 45-day time frame, the Claims Administrator will notify you of the determination within 15 days after the information is received. If you don't provide the needed information within the 45-day period, your request for Benefits will be denied. A denial notice will explain the reason for denial, refer to the part of the Plan on which the denial is based, and provide the appeal procedures.

Urgent Requests for Benefits that Require Immediate Action

Urgent requests for Benefits are those that require notification or approval prior to receiving medical care, where a delay in treatment could seriously jeopardize your life or health or the ability to regain maximum function or, in the opinion of a Physician with knowledge of your medical condition could cause severe pain. In these situations:

- You will receive notice of the benefit determination in writing or electronically within 72 hours after the Claims Administrator receives all necessary information, taking into account the seriousness of your condition.
- Notice of denial may be oral with a written or electronic confirmation to follow within 3 days.

If you filed an urgent request for Benefits improperly, the Claims Administrator will notify you of the improper filing and how to correct it within 24 hours after the urgent request was received. If additional information is needed to process the request, the Claims Administrator will notify you of the information needed within 24 hours after the request was received. You then have 48 hours to provide the requested information.

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You will be notified of a determination no later than 48 hours after:

- The Claims Administrator's receipt of the requested information; or
- The end of the 48-hour period within which you were to provide the additional information, if the information is not received within that time.

A denial notice will explain the reason for denial, refer to the part of the Plan on which the denial is based, and provide the appeal procedures.

Concurrent Care Claims

If an on-going course of treatment was previously approved for a specific period of time or number of treatments, and your request to extend the treatment is an urgent request for Benefits as defined above, your request will be decided within 24 hours, provided your request is made at least 24 hours prior to the end of the approved treatment. The Claims Administrator will make a determination on your request for the extended treatment within 24 hours from receipt of your request.

If your request for extended treatment is not made at least 24 hours prior to the end of the approved treatment, the request will be treated as an urgent request for Benefits and decided according to the timeframes described above. If an on-going course of treatment was previously approved for a specific period of time or number of treatments, and you request to extend treatment in a non-urgent circumstance, your request will be considered a new request and decided according to post-service or pre-service timeframes, whichever applies.

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Section 6: Questions, Complaints and Appeals

This section provides you with information to help you with the following:

- You have a question or concern about Covered Health Services or your Benefits.
- You have a complaint.
- How to handle an appeal that requires immediate action.
- You are notified that a claim has been denied because it has been determined that a service or supply is excluded under the Plan and you wish to appeal such determination.

To resolve a question or appeal, just follow these steps:

What to Do First

If your question or concern is about a benefit determination, you may informally contact Customer Service before requesting a formal appeal. If the Customer Service representative cannot resolve the issue to your satisfaction over the phone, you may submit your question in writing. However, if you are not satisfied with a benefit determination as described in (Section 5: How to File a Claim) you

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may appeal it as described below, without first informally contacting Customer Service. If you first informally contact Customer Service and later wish to request a formal appeal in writing, you should contact Customer Service and request an appeal. If you request a formal appeal, a Customer Service representative will provide you with the appropriate address of the Claims Administrator.

If you are appealing an urgent care claim denial, please refer to the "Urgent Appeals that Require Immediate Action" section below and contact Customer Service immediately.

The Customer Service telephone number is shown on your ID card. Customer Service representatives are available to take your call.

How to Appeal a Claim Decision

If you disagree with a pre-service request for Benefits determination or post-service claim determination after following the above steps, you can contact the Claims Administrator in writing to formally request an appeal.

Your request should include:

- The patient's name and the identification number from the ID card.
- The date(s) of medical service(s).
- The provider's name.
- The reason you believe the claim should be paid.
- Any documentation or other written information to support your request for claim payment.

Your first appeal request must be submitted to the Claims Administrator within 180 days after you receive the claim denial.

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Appeal Process

A qualified individual who was not involved in the decision being appealed will be appointed to decide the appeal. If your appeal is related to clinical matters, the review will be done in consultation with a health care professional with appropriate expertise in the field who was not involved in the prior determination. The Claims Administrator (first level appeals) and the Plan Administrator (second level appeals) may consult with, or seek the participation of, medical experts as part of the appeal resolution process. You consent to this referral and the sharing of pertinent medical claim information. Upon your request and free of charge, you have the right to reasonable access to (including copies of) all documents, records, and other information relevant to your claim for Benefits.

Appeals Determinations

Pre-Service Requests for Benefits and Post-Service Claim Appeals

You will be provided written or electronic notification of decision on your appeal as follows:

For appeals of pre-service requests for Benefits as defined in (Section 5: How to File a Claim), the first level appeal will be conducted and you will be notified by the Claims Administrator of the decision within 15 days from receipt of a request for appeal of a denied request for Benefits. The second level appeal will be conducted and you will be notified by the Plan Administrator of the decision within 15 days from receipt of a request for review of the first level appeal decision.

For appeals of post-service claims as defined in (Section 5: How to File a Claim), the first level appeal will be conducted and you will be notified by the Claims Administrator of the decision within 30 days from receipt of a request for appeal of a denied claim. The second

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level appeal will be conducted and you will be notified by the Plan Administrator of the decision within 30 days from receipt of a request for review of the first level appeal decision.

For procedures associated with urgent requests for Benefits, see "Urgent Appeals that Require Immediate Action" below.

If you are not satisfied with the first level appeal decision of the Claims Administrator, you have the right to request a second level appeal from the Plan Administrator. Your second level appeal request must be submitted to the Plan Administrator in writing within 60 days from receipt of the first level appeal decision.

The Plan Administrator has the exclusive right to interpret and administer the Plan, and these decisions are conclusive and binding.

Please note that our decision is based only on whether or not Benefits are available under the Plan for the proposed treatment or procedure. The determination as to whether the pending health service is necessary or appropriate is between you and your Physician.

Urgent Appeals that Require Immediate Action

Your appeal may require immediate action if a delay in treatment could significantly increase the risk to your health or the ability to regain maximum function or cause severe pain. In these urgent situations:

The appeal does not need to be submitted in writing. You or your Physician should call the Claims Administrator as soon as possible. The Claims Administrator will provide you with a written or electronic determination within 72 hours following receipt by the

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Claims Administrator of your request for review of the determination taking into account the seriousness of your condition.

For urgent requests for Benefits appeals, the Plan Administrator has delegated to the Claims Administrator the exclusive right to interpret and administer the provisions of the Plan. The Claims Administrator's decisions are conclusive and binding.

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Section 7: When Coverage Ends

This section provides you with information about all of the following:

- Events that cause coverage to end.
- The date your coverage ends.
- Extended coverage.
- Continuation of coverage under federal law (COBRA).

General Information about When Coverage Ends

The Plan Administrator may discontinue this benefit Plan and/or all similar benefit plans at any time.

Your entitlement to Benefits automatically ends on the date that coverage ends, even if you are hospitalized or are otherwise receiving medical treatment on that date.

When your coverage ends, the Plan Administrator will still pay claims for Covered Health Services that you received before your coverage ended. However, once your coverage ends, the Plan Administrator does not provide Benefits for health services that you receive for medical conditions that occurred before your coverage ended, even if the underlying medical condition occurred before your coverage ended.

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An Enrolled Dependent's coverage ends on the date the Participant's coverage ends.

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Events Ending Your Coverage

Coverage ends on the earliest of the dates specified in the following table:

Ending Event	What Happens
The Entire Plan Ends	Your coverage ends on the date the Plan ends. The Plan Administrator is responsible for notifying you that your coverage has ended.
You Are No Longer Eligible	Your coverage ends on the last day of the calendar month in which you are no longer eligible to be a Participant or Enrolled Dependent. Please refer to (Section 10: Glossary of Defined Terms) for a more complete definition of the terms "Eligible Person", "Participant", "Dependent" and "Enrolled Dependent".
The Claims Administrator Receives Notice to End Coverage	Your coverage ends on the last day of the calendar month in which the Claims Administrator receives written notice from the Plan Administrator instructing the Claims Administrator to end your coverage, or the date requested in the notice, if later.

Other Events Ending Your Coverage

When any of the following happens, the Plan Administrator will provide written notice to the Participant that coverage has ended on the date the Plan Administrator identifies in the notice:

Ending Event	What Happens
Fraud, Misrepresentation or False Information	Fraud or misrepresentation, or because the Participant knowingly gave the Plan Administrator or the Claims Administrator false material information. Examples include false information relating to another person's eligibility or status as a Dependent. During the first two years the Plan is in effect, the Plan Administrator has the right to demand that you pay back all Benefits the Plan Administrator paid to you, or paid in your name, during the time you were incorrectly covered under the Plan. After the first two years, the Plan Administrator can only demand that you pay back these Benefits if the written application contained a fraudulent misstatement.
Material Violation	There was a material violation of the terms of the Plan.
Improper Use of ID Card	You permitted an unauthorized person to use your ID card, or you used another person's card.
Failure to Pay	You failed to pay a required contribution.
Threatening Behavior	You committed acts of physical or verbal abuse that pose a threat to our staff, the Claims Administrator's staff, a provider, or other Covered Persons.

Survivorship Coverage

If the employee dies while covered under the Plan, the surviving spouse and any eligible dependents may continue coverage under the Plan until the end of the month following a period of 90 days subsequent to the employee's death. After the initial 90 days following the employee's date of death, coverage is then available to the surviving spouse and any eligible dependents through the COBRA provision, except for a surviving spouse of an active uniformed officer killed in the line of duty. A surviving spouse of an active uniformed officer may continue coverage on the existing plan at active rates. If a surviving spouse remarries, coverage under the Plan will terminate.

Continuation of Coverage

If your coverage ends under the Plan, you may be entitled to elect continuation coverage (coverage that continues on in some form) in accordance with federal law.

If you selected continuation coverage under a prior plan which was then replaced by coverage under this Plan, continuation coverage will end as scheduled under the prior plan or in accordance with the terminating events listed below, whichever is earlier.

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Riders, Amendments, Notices

Outpatient Prescription Drug Rider

Attachment I

EPO Plan

Outpatient Prescription Drug Rider

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Outpatient Prescription Drug Rider

This Rider to the Summary Plan Description provides Benefits for outpatient Prescription Drug Products.

Benefits are provided for outpatient Prescription Drug Products at a Network Pharmacy.

Because this Rider is part of a legal document, the Plan Administrator wants to give you information about the document that will help you understand it. Certain capitalized words have special meanings. The Plan Administrator has defined these words in (Section 10: Glossary of Defined Terms) of the Summary Plan Description and in (Section 3: Glossary of Defined Terms) of this Rider.

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When the words "you" and "your" are used, they are referring to people who are Covered Persons as the term is defined in the Summary Plan Description (Section 10: Glossary of Defined Terms).

NOTE: The Coordination of Benefits provision (Section 7: Coordination of Benefits) in the Summary Plan Description does not apply to Prescription Drug Products covered through this Rider. Prescription Drug Product Benefits will not be coordinated with those of any other health coverage plan.

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Introduction

Benefits for Outpatient Prescription Drug Products

Benefits are available for Outpatient Prescription Drug Products on the Prescription Drug List at a Network Pharmacy and are subject to Copayments or other payments that vary depending on which of the three tiers of the Prescription Drug List the Outpatient Prescription Drug is listed.

Coverage Policies and Guidelines

The Claims Administrator's Prescription Drug List ("PDL") Management Committee is authorized to make tier placement changes on our behalf. The PDL Management Committee makes the final classification of an FDA-approved Prescription Drug Product to a certain tier by considering a number of factors including, but not limited to, clinical and economic factors. Clinical factors may include, but are not limited to, evaluations of the place in therapy, relative safety or relative efficacy of the Prescription Drug Product, as well as whether supply limits or notification requirements should apply. Economic factors may include, but are not limited to, the Prescription Drug Product's acquisition cost including, but not limited to, available rebates, and assessments on the cost effectiveness of the Prescription Drug Product.

The Claims Administrator, with the acknowledgement of the Plan Administrator, may change the placement of a Prescription Drug Product to a higher tier (Up Tiering) and or exclude a Drug Product

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from the PDL, annually, at the beginning of the policy year. Down Tiering of a Prescription Drug Product, may occur quarterly, but no more than six times per calendar year.

When considering a Prescription Drug Product for tier placement, the PDL Management Committee reviews clinical and economic factors regarding Covered Persons as a general population. Whether a particular Prescription Drug Product is appropriate for an individual Covered Person is a determination that is made by the Covered Person and the prescribing Physician.

NOTE: The tier status of a Prescription Drug Product may change periodically based on the process described above. As a result of such changes, you may be required to pay more or less for that Prescription Drug Product. Please access www.myuhc.com through the Internet, or call the Customer Service number on your ID card for the most up-to-date tier status.

Identification Card (ID Card) - Network Pharmacy

You must either show your ID card at the time you obtain your Prescription Drug Product at a Network Pharmacy or you must provide the Network Pharmacy with identifying information that can be verified during regular business hours.

If you don't show your ID card or provide verifiable information at a Network Pharmacy, you will be required to pay the Usual and Customary Charge for the Prescription Drug Product at the pharmacy.

You may seek reimbursement from the Plan Administrator as described in Summary Plan Description (Section 5: How to File a Claim). When you submit a claim on this basis, you may pay more because you failed to verify your eligibility when the Prescription

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Drug Product was dispensed. The amount you are reimbursed will be based on the Prescription Drug Cost, less the required Copayment and any deductible that applies.

Designated Pharmacies

If you require certain Prescription Drug Products, the Claims Administrator may direct you to a Designated Pharmacy with whom they have an exclusive arrangement to provide those Prescription Drug Products.

In this case, Benefits will only be paid if your Prescription Order or Refill is obtained from the Designated Pharmacy.

Limitation on Selection of Pharmacies

If the Plan Administrator determines that you may be using Prescription Drug Products in a harmful or abusive manner, or with harmful frequency, your selection of Network Pharmacies may be limited. If this happens, the Plan Administrator may require you to select a single Network Pharmacy that will provide and coordinate all future pharmacy services. Benefits will be paid only if you use the designated single Network Pharmacy. If you don't make a selection within 31 days of the date the Plan Administrator notifies you, the Plan Administrator will select a single Network Pharmacy for you.

Rebates and Other Payments

The Claims Administrator may receive rebates for certain drugs included on the Prescription Drug List. The Claims Administrator does not pass these rebates on to you, nor are they taken into account in determining your Copayments.

The Claims Administrator, and a number of its affiliated entities, conduct business with various pharmaceutical manufacturers

To continue reading, go to right column on this page.

separate and apart from this Outpatient Prescription Drug Rider. Such business may include, but is not limited to, data collection, consulting, educational grants and research. Amounts received from pharmaceutical manufacturers pursuant to such arrangements are not related to this Outpatient Prescription Drug Rider. The Claims Administrator is not required to pass on to you, and does not pass on to you, such amounts.

Coupons, Incentives and Other Communications

At various times, the Plan Administrator or the Claims Administrator may send mailings to you or to your Physician that communicate a variety of messages, including information about Prescription Drug Products. These mailings may contain coupons or offers from pharmaceutical manufacturers that enable you, at your discretion, to purchase the described drug product at a discount or to obtain it at no charge. Pharmaceutical manufacturers may pay for and/or provide the content for these mailings. Only your Physician can determine whether a change in your Prescription Order or Refill is appropriate for your medical condition.

To continue reading, go to left column on next page.

Section 1: What's Covered--Prescription Drug Benefits

The Plan Administrator provides Benefits under the Plan for outpatient Prescription Drug Products:

- Designated as covered at the time the Prescription Order or Refill is dispensed when obtained from a Network Pharmacy.
- Refer to exclusions in your Summary Plan Description (Section 2: What's Not Covered--Exclusions) and as listed in Section 2 of this Rider.

Benefits for Outpatient Prescription Drug Products

Benefits for outpatient Prescription Drug Products are available when the outpatient Prescription Drug Product meets the definition of a Covered Health Service or is prescribed to prevent conception.

To continue reading, go to right column on this page.

When a Brand-name Drug Becomes Available as a Generic

When a Generic becomes available for a Brand-name Prescription Drug Product, the tier placement of the Brand-name Prescription Drug Product may change, and therefore your Copayment may change. You will pay the Copayment applicable for the tier to which the Prescription Drug Product is assigned.

Supply Limits

Benefits for Prescription Drug Products are subject to the supply limits that are stated in the "Description of Pharmacy Type and Supply Limits" column of the Benefit Information table. For a single Copayment, you may receive a Prescription Drug Product up to the stated supply limit.

Note: Some products are subject to additional supply limits based on criteria that the Claims Administrator has developed, subject to its periodic review and modification. The limit may restrict the amount dispensed per Prescription Order or Refill and/or the amount dispensed per month's supply.

You may determine whether a Prescription Drug Product has been assigned a maximum quantity level for dispensing through the Internet at www.myuhc.com or by calling Customer Service at the telephone number on your ID card.

Notification Requirements

Before certain Prescription Drug Products are dispensed to you, either your Physician, your pharmacist or you are required to notify the Claims Administrator or its designee. The reason for notification is to determine whether the Prescription Drug Product, in

To continue reading, go to left column on next page.

accordance with the Plan Administrator's approved guidelines, is each of the following:

- It meets the definition of a Covered Health Service.
- It is not Experimental, Investigational or Unproven.

Network Pharmacy Notification

When Prescription Drug Products are dispensed at a Network Pharmacy, the prescribing provider, the pharmacist, or you are responsible for notifying the Claims Administrator.

If the Claims Administrator is not notified before the Prescription Drug Product is dispensed, you may pay more for that Prescription Order or Refill. The Prescription Drug Products requiring notification are subject to periodic review and modification. You may determine whether a particular Prescription Drug Product requires notification through the Internet at www.myuhc.com or by calling the Customer Service number on your ID card.

If the Claims Administrator is not notified before the Prescription Drug Product is dispensed, you can ask us to consider reimbursement after you receive the Prescription Drug Product. You will be required to pay for the Prescription Drug Product at the pharmacy. You may seek reimbursement from us as described in the Summary Plan Description (Section 5: How to File a Claim).

When you submit a claim on this basis, you may pay more because you did not notify the Claims Administrator before the Prescription Drug Product was dispensed. The amount you are reimbursed will be based on the Prescription Drug Cost, less the required Copayment and any deductible that applies.

To continue reading, go to right column on this page.

Benefits may not be available for the Prescription Drug Product after the documentation provided is reviewed and it is determined that the Prescription Drug Product is not a Covered Health Service or it is Experimental, Investigational or Unproven.

What You Must Pay

You are responsible for paying the applicable Copayment described in the Benefit Information table when Prescription Drug Products are obtained from a retail or home delivery pharmacy.

The amount you pay for any of the following under this Rider will not be included in calculating **any Out-of-Pocket Maximum stated in your Summary Plan Description**:

- Copayments for Prescription Drug Products
- Any non-covered drug product. You are responsible for paying 100% of the cost (the amount the pharmacy charges you) for any non-covered drug product and contracted rates (our Prescription Drug Cost) will not be available to you.

To continue reading, go to left column on next page.

Payment Information

Payment Term	Description	Amounts

Copayment

Copayments for a Prescription Drug Product at a Network Pharmacy can be either a specific dollar amount or a percentage of the Prescription Drug Cost.

Your Copayment is determined by the tier to which the Claims Administrator's Prescription Drug List Management Committee has assigned a Prescription Drug Product.

NOTE: The tier status of a Prescription Drug Product can change periodically, generally quarterly but no more than six times per calendar year, based on the Claims Administrator's Prescription Drug List Management Committee's periodic tiering decisions. When that occurs, your Copayment may change. Please access www.myuhc.com through the Internet, or call the Customer Service number on your ID card for the most up-to-date tier status.

For Prescription Drug Products at a retail Network Pharmacy, you are responsible for paying the lower of:

- The applicable Copayment or
- The Network Pharmacy's Usual and Customary Charge (which includes a dispensing fee and sales tax) for the Prescription Drug Product.

For Prescription Drug Products from a home delivery Network Pharmacy, you are responsible for paying the lower of:

- The applicable Copayment or
- The Prescription Drug Cost for that Prescription Drug Product.

See the Copayments stated in the Benefit Information table for amounts.

Description of Pharmacy Type and Supply Limits	Your Copayment Amount
Prescription Drugs from a Retail Network Pharmacy Benefits are provided for outpatient Prescription Drug Products dispensed by a retail Network Pharmacy. The following supply limits apply: • As written by the provider, up to a consecutive 31-day supply of a Prescription Drug Product, unless adjusted based on the drug manufacturer's packaging size, or based on supply limits. • A one-cycle supply of an oral contraceptive. You may obtain up to three cycles at one time if you pay a Copayment for each cycle supplied.	**Your Copayment is determined by the tier to which the Claims Administrator's Prescription Drug List Management Committee has assigned the Prescription Drug Product. All Prescription Drug Products on the Prescription Drug List are assigned to Tier-1, Tier-2 or Tier-3. Please access www.myuhc.com through the Internet, or call the Customer Service number on your ID card to determine tier status.** $10 per Prescription Order or Refill for a **Tier-1 Prescription Drug Product**. $25 per Prescription Order or Refill for a **Tier-2 Prescription Drug Product**. $40 per Prescription Order or Refill for a **Tier-3 Prescription Drug Product.**
Prescription Drug Products from a Home Delivery Network Pharmacy Benefits are provided for outpatient Prescription Drug Products dispensed by a home delivery Network Pharmacy. The following supply limits apply: • As written by the provider, up to a consecutive 90-day supply of a Prescription Drug Product, unless adjusted based on the drug manufacturer's packaging size, or based on supply limits. To maximize your Benefit, ask your Physician to write your Prescription Order or	**Your Copayment is determined by the tier to which the Claims Administrator's Prescription Drug List Management Committee has assigned the Prescription Drug Product. All Prescription Drug Products on the Prescription Drug List are assigned to Tier-1, Tier-2 or Tier-3. Please access www.myuhc.com through the Internet, or call the Customer Service number on your ID card to determine tier status.**

Description of Pharmacy Type and Supply Limits	Your Copayment Amount
Refill for a 90-day supply, with refills when appropriate. You will be charged a home delivery Copayment for any Prescription Orders or Refills sent to the home delivery pharmacy regardless of the number-of-days' supply written on the Prescription Order or Refill. Be sure your Physician writes your Prescription Order or refill for a 90-day supply, not a 30-day supply with three refills.	**For up to a 90-day supply, your Copayment is:** $20 per Prescription Order or Refill for a **Tier-1 Prescription Drug Product**. $50 per Prescription Order or Refill for a **Tier-2 Prescription Drug Product**. $80 per Prescription Order or Refill for a **Tier-3 Prescription Drug Product.**

Section 2: What's Not Covered--Exclusions

Exclusions from coverage listed in the Summary Plan Description apply also to this Rider. In addition, the following exclusions apply:

1. Outpatient Prescription Drug Products obtained from a non-Network Pharmacy.
2. Coverage for Prescription Drug Products for the amount dispensed (days' supply or quantity limit) which exceeds the supply limit.
3. Prescription Drug Products dispensed outside the United States, except as required for Emergency treatment.
4. Drugs which are prescribed, dispensed or intended for use while you are an inpatient in a Hospital, Skilled Nursing Facility, or Alternate Facility.
5. Experimental, Investigational or Unproven Services and medications; medications used for experimental indications and/or dosage regimens determined by the Claims Administrator to be experimental, investigational or unproven.
6. Prescription Drug Products furnished by the local, state or federal government. Any Prescription Drug Product to the extent payment or benefits are provided or available from the local, state or federal government (for example, Medicare) whether or not payment or benefits are received, except as otherwise provided by law.
7. Prescription Drug Products for any condition, Injury, Sickness or mental illness arising out of, or in the course of, employment for which benefits are available under any workers' compensation law or other similar laws, whether or not a claim for such benefits is made or payment or benefits are received.
8. Any product dispensed for the purpose of appetite suppression and other weight loss products.
9. A specialty medication Prescription Drug Product (including, but not limited to, immunizations and allergy serum) which, due to its characteristics as determined by the Claims Administrator, must typically be administered or supervised by a qualified provider or licensed/certified health professional in an outpatient setting. This exclusion does not apply to Depo Provera and other injectable drugs used for contraception.
10. Durable Medical Equipment. Prescribed and non-prescribed outpatient supplies, other than the diabetic supplies and inhaler spacers specifically stated as covered.
11. General vitamins, except the following which require a Prescription Order or Refill: prenatal vitamins, vitamins with fluoride, and single entity vitamins.
12. Unit dose packaging of Prescription Drug Products.
13. Medications used for cosmetic purposes.

14. Prescription Drug Products, including New Prescription Drug Products or new dosage forms, that are determined to not be a Covered Health Service.
15. Prescription Drug Products as a replacement for a previously dispensed Prescription Drug Product that was lost, stolen, broken or destroyed.
16. Prescription Drug Products when prescribed to treat infertility.
17. Prescription Drug Products for smoking cessation.
18. Compounded drugs that do not contain at least one ingredient that requires a Prescription Order or Refill. Compounded drugs that contain at least one ingredient that requires a Prescription Order or refill are assigned to Tier-3.
19. Drugs available over-the-counter that do not require a Prescription Order or Refill by federal or state law before being dispensed. Any Prescription Drug Product that is therapeutically equivalent to an over-the-counter drug. Prescription Drug Products that are comprised of components that are available in over-the-counter form or equivalent.
20. New Prescription Drug Products and/or new dosage forms until the date they are reviewed and assigned to a tier by the Claims Administrator's Prescription Drug List Management Committee.
21. Growth hormone for children with familial short stature (short stature based upon heredity and not caused by a diagnosed medical condition).

22. Any medication that is used for the treatment of erectile dysfunction or sexual dysfunction.

Summary of Benefits
70/30 Choice Plus Plan
for
City of Dallas

Group Number: 708872
Effective Date: January 1, 2009

Plan Amendment: This plan may be amended by the City of Dallas at any time

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Introduction

The Plan Administrator is pleased to provide you with this Summary Plan Description (SPD). This SPD describes your Benefits, as well as your rights and responsibilities, under the Plan.

How to Use this Document

We encourage you to read your SPD and any attached Riders and/or Amendments carefully.

The Plan Administrator especially encourages you to review the Benefit limitations of this SPD by reading (Section 1: What's Covered--Benefits) and (Section 2: What's Not Covered--Exclusions). You should also carefully read (Section 9: General Legal Provisions) to better understand how this SPD and your Benefits work. You should call the Claims Administrator if you have questions about the limits of the coverage available to you.

Many of the sections of the SPD are related to other sections of the document. You may not have all of the information you need by reading just one section. The Plan Administrator also encourages you to keep your SPD and any attachments in a safe place for your future reference.

Please be aware that your Physician does not have a copy of your SPD and is not responsible for knowing or communicating your Benefits.

To continue reading, go to right column on this page.

Information about Defined Terms

Because this SPD is a legal document, the Plan Administrator wants to give you information about the document that will help you understand it. Certain capitalized words have special meanings. The Plan Administrator has defined these words in (Section 10: Glossary of Defined Terms). You can refer to Section 10 as you read this document to have a clearer understanding of your SPD.

Your Contribution to the Benefit Costs

The Plan may require the Participant to contribute to the cost of coverage. Contact your benefits representative for information about any part of this cost you may be responsible for paying.

Customer Service and Claims Submittal

Please make note of the following information that contains Claims Administrator department names and telephone numbers.

Customer Service Representative (questions regarding Coverage or procedures): As shown on your ID card.

Prior Notification: As shown on your ID card.

Mental Health/Substance Abuse Services Designee: As shown on your ID card.

To continue reading, go to left column on next page.

Claims Submittal Address:

United HealthCare Insurance Company

Attn: Claims

P.O. Box 30555

Salt Lake City, Utah 84130-0555

Customer Service: 800-736-1364

Requests for Review of Denied Claims and Notice of Complaints:

Name and Address For Submitting Requests:

United HealthCare Insurance Company

P.O. Box 30432

Salt Lake City, Utah 84130-0432

Customer Service: 800-736-1364

To continue reading, go to right column on this page.

To continue reading, go to left column on next page.

Section 1: What's Covered--Benefits

This section provides you with information about:

- Accessing Benefits.
- Copayments and Eligible Expenses.
- Annual Deductible, Out-of-Pocket Maximum and Maximum Plan Benefit.
- Covered Health Services. The Plan Administrator pays Benefits for the Covered Health Services described in this section unless they are listed as not covered in (Section 2: What's Not Covered--Exclusions).
- Covered Health Services that require you or your provider to notify the Claims Administrator before you receive them. In general, Network providers are responsible for notifying the Claims Administrator before they provide certain health services to you. You are responsible for notifying the Claims Administrator before you receive certain health services from a non-Network provider.

Accessing Benefits

You can choose to receive either Network Benefits or Non-Network Benefits. In most cases, you must see a Network Physician to obtain Network Benefits.

You must show your identification card (ID card) every time you request health care services from a Network provider. If you do not show your ID card, Network providers have no way of knowing that you are enrolled under the Plan. As a result, they may bill you for the entire cost of the services you receive. For details about when Network Benefits apply, see (Section 3: Description of Network and Non-Network Benefits).

Benefits are available only if all of the following are true:

- Covered Health Services are received while the Plan is in effect.
- Covered Health Services are received prior to the date that any of the individual termination conditions listed in (Section 8: When Coverage Ends) occurs.
- The person who receives Covered Health Services is a Covered Person and meets all eligibility requirements specified in the Plan.

Depending on the geographic area and the service you receive, you may have access through the Claims Administrator's Shared Savings Program to non-Network providers who have agreed to discount their charges for Covered Health Services. If you receive Covered Health Services from these providers, and if your Copayment is expressed as a percentage of Eligible Expenses for Non-Network Benefits, that percentage will remain the same as it is when you receive Covered Health Services from non-Network providers who have not agreed to discount their charges; however, the total that you owe may be less when you receive Covered Health Services from Shared Savings Program providers than from other non-

Network providers, because the Eligible Expenses may be a lesser amount.

Copayment

Copayment is the amount you pay each time you receive certain Covered Health Services. For a complete definition of Copayment, see (Section 10: Glossary of Defined Terms). Copayment amounts are listed on the following pages next to the description for each Covered Health Service. Please note that when Copayments are calculated as a percentage (rather than as a set dollar amount) the percentage is based on Eligible Expenses.

Eligible Expenses

Eligible Expenses for Covered Health Services, incurred while the Plan is in effect, are determined by us or by our designee. In almost all cases our designee is the Claims Administrator. For a complete definition of Eligible Expenses that describes how payment is determined, see (Section 10: Glossary of Defined Terms).

The Plan Administrator has delegated to the Claims Administrator the discretion and authority to initially determine on our behalf whether a treatment or supply is a Covered Health Service and how the Eligible Expense will be determined and otherwise covered under the Plan.

When you receive Covered Health Services from Network providers, you are not responsible for any difference between the Eligible Expenses and the amount the provider bills. When you receive Covered Health Services from non-Network providers, you are responsible for paying, directly to the non-Network provider, any difference between the amount the provider bills you and the amount the Plan Administrator will pay for Eligible Expenses.

Notification Requirements

Prior notification is required before you receive certain Covered Health Services. In general, Network providers are responsible for notifying the Claims Administrator before they provide these services to you. There are some Network Benefits, however, for which you are responsible for notifying the Claims Administrator.

When you choose to receive certain Covered Health Services from non-Network providers, you are responsible for notifying the Claims Administrator before you receive these Covered Health Services.

Services for which you must provide prior notification appear in this section under the *Must You Notify the Claims Administrator*? column in the table labeled *Benefit Information.*

To notify the Claims Administrator, call the telephone number on your ID card.

When you choose to receive services from non-Network providers, the Plan Administrator urges you to confirm with the Claims Administrator that the services you plan to receive are Covered Health Services, even if not indicated in the *Must You Notify the Claims Administrator?* column. That's because in some instances, certain procedures may not meet the definition of a Covered Health Service and therefore are excluded. In other instances, the same procedure may meet the definition of Covered Health Services. By calling before you receive treatment, you can check to see if the service is subject to limitations or exclusions such as:

- The Cosmetic Procedures exclusion. Examples of procedures that may or may not be considered Cosmetic include: breast

reduction and reconstruction (except for after cancer surgery when it is always considered a Covered Health Service); vein stripping, ligation and sclerotherapy, and upper lid blepharoplasty.

- The Experimental, Investigational or Unproven Services exclusion.
- Any other limitation or exclusion of the Plan.

Special Note Regarding Medicare

If you are enrolled for Medicare on a primary basis (Medicare pays before the Plan Administrator pays Benefits under the Plan), the notification requirements described in this SPD do not apply to you. Since Medicare is the primary payer, the Plan Administrator will pay as secondary payer as described in (Section 7: Coordination of Benefits). You are not required to notify the Claims Administrator before receiving Covered Health Services.

Payment Information

Payment Term	Description	Amounts
Annual Deductible	The amount you pay for Covered Health Services before you are eligible to receive Benefits. For a complete definition of Annual Deductible, see (Section 10: Glossary of Defined Terms). The actual amount that is applied to the Annual Deductible is calculated on the basis of Eligible Expenses. The Annual Deductible does not include any amount that exceeds Eligible Expenses. For a complete definition of Eligible Expenses, see (Section 10: Glossary of Defined Terms).	***Network*** $3,000 per Covered Person per calendar year, not to exceed $9,000 for all Covered Persons in a family. ***Non-Network*** $6,000 per Covered Person per calendar year, not to exceed $18,000 for all Covered Persons in a family.
Out-of-Pocket Maximum	The maximum you pay, out of your pocket, in a calendar year for Copayments. For a complete definition of Out-of-Pocket Maximum, see (Section 10: Glossary of Defined Terms).	***Network*** $7,500 per Covered Person per calendar year, not to exceed $15,000 for all Covered Persons in a family. The Out-of-Pocket Maximum does include the Annual Deductible. ***Non-Network*** $15,000 per Covered Person per calendar year, not to exceed $30,000 for all Covered Persons in a family. The Out-of-Pocket Maximum does include the Annual Deductible.

Payment Term	Description	Amounts
Maximum Plan Benefit	The maximum amount the Plan Administrator will pay for Benefits during the entire period of time you are enrolled under the Plan.	***Network*** No Maximum Plan Benefit. ***Non-Network*** No Maximum Plan Benefit.

Benefit Information

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
1. Acupuncture Services Acupuncture services for pain therapy when both of the following are true: • Another method of pain management has failed. • The service is performed by an MD in the provider's office.	***Network*** No	30%	Yes	Yes
	Non-Network No	50%	Yes	Yes
2. Ambulance Services - Emergency only Emergency ambulance transportation by a licensed ambulance service to the nearest Hospital where Emergency Health Services can be performed.	***Network*** No	*Ground Transportation:* 30% *Air Transportation:* 30%	Yes	Yes
	Non-Network No	Same as Network	Same as Network	Same as Network

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
3. Cancer Resource Services We will arrange for access to certain of our Network providers that participate in the Cancer Resource Services program for the provision of oncology services. We may refer you to Cancer Resource Services, or you may self refer to Cancer Resource Services by calling 866-936-6002. In order to receive the highest level of Benefits, you must contact Cancer Resource Services prior to obtaining Covered Health Services. The oncology services include Covered Health Services and supplies rendered for the treatment of a condition that has a primary or suspected diagnosis relating to cancer. In order to receive Benefits under this program, Cancer Resource Services must provide the proper notification to the Network provider performing the services. This is true even if you self refer to a Network provider participating in the program. When these services are not performed in a Cancer Resource Services facility, Benefits will be paid the same as Benefits for *Hospital-Inpatient Stay*, *Outpatient Surgery*, *Diagnostic and Therapeutic Services*, *Physician's Office Services*, and *Professional Fees for Surgical and Medical Services* stated in this (Section 1: What's Covered--Benefits).	***Network*** Cancer Resource Services must be called.	Benefits will be paid the same as Benefits for Hospital-Inpatient Stay, Outpatient Surgery, Diagnostic and Therapeutic Services, Physician's Office Services, and Professional Fees for Surgical and Medical Services		
	Non-Network Non-Network Benefits for the Cancer Resource Services program are not available.	Non-Network Benefits for the Cancer Resource Services program are not available.	Non-Network Benefits for the Cancer Resource Services program are not available.	Non-Network Benefits for the Cancer Resource Services program are not available.
4. Dental Services - Accident only Dental services when all of the following are true: • Treatment is necessary because of accidental damage. • Dental services are received from a Doctor of Dental Surgery,	***Network*** Yes	30%	Yes	Yes

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
"D.D.S." or Doctor of Medical Dentistry, "D.M.D.". • The dental damage is severe enough that initial contact with a Physician or dentist occurred within 72 hours of the accident. Benefits are available only for treatment of a sound, natural tooth. The Physician or dentist must certify that the injured tooth was: • A virgin or unrestored tooth, or • A tooth that has no decay, no filling on more than two surfaces, no gum disease associated with bone loss, no root canal therapy, is not a dental implant and functions normally in chewing and speech. Dental services for final treatment to repair the damage must be both of the following: • Started within three months of the accident. • Completed within 12 months of the accident. Please note that dental damage that occurs as a result of normal activities of daily living or extraordinary use of the teeth is not considered an "accident". Benefits are not available for repairs to teeth that are injured as a result of such activities. **Notify the Claims Administrator** Please remember that you must notify the Claims Administrator as soon as possible, but at least five business days before follow-up (post-Emergency) treatment begins. (You do not have to provide notification before the initial Emergency treatment.) If you don't	***Non-Network*** Yes	Same as Network	Same as Network	Same as Network

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
notify the Claims Administrator, Benefits will be reduced by $250; however the reduction in Benefits will not exceed Eligible Expenses for the Covered Health Services.				
5. Durable Medical Equipment Medical equipment that is all of the following: • Can withstand repeated use. • Is not disposable. • Is used to serve a medical purpose with respect to treatment of a Sickness, Injury or their symptoms. • Is generally not useful to a person in the absence of a Sickness, Injury or their symptoms. • Is appropriate for use in the home.	***Network*** Yes, for items more than $750.	30%	Yes	Yes
If more than one piece of Durable Medical Equipment can meet your functional needs, Benefits are available only for the most cost-effective piece of equipment. Examples of Durable Medical Equipment include: • Equipment to assist mobility, such as a standard wheelchair. • A standard Hospital-type bed. • Oxygen and the rental of equipment to administer oxygen (including tubing, connectors and masks).	***Non-Network*** Yes, for items more than $750.	50%	Yes	Yes

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?

- Delivery pumps for tube feedings (including tubing and connectors).
- Braces, including necessary adjustments to shoes to accommodate braces. Braces that stabilize an Injured body part and braces to treat curvature of the spine are considered Durable Medical Equipment and are a Covered Health Service. Braces that straighten or change the shape of a body part are orthotic devices, and are excluded from coverage. Dental braces are also excluded from coverage.
- Mechanical equipment necessary for the treatment of chronic or acute respiratory failure (except that air-conditioners, humidifiers, dehumidifiers, air purifiers and filters, and personal comfort items are excluded from coverage).
- Filters for sleep apnea devices.

The Plan Administrator and the Claims Administrator will decide if the equipment should be purchased or rented. To receive Network Benefits, you must purchase or rent the Durable Medical Equipment from the vendor the Claims Administrator identifies.

Notify the Claims Administrator

Please remember that you must notify the Claims Administrator before obtaining any single item of Durable Medical Equipment that costs more than $750 (either purchase price or cumulative rental of a single item). If you don't notify the Claims Administrator, you will be responsible for paying all charges and no Benefits will be paid.

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
6. Emergency Health Services Services that are required to stabilize or initiate treatment in an Emergency. Emergency Health Services must be received on an outpatient basis at a Hospital or Alternate Facility. If the services are not for an Emergency as defined, your Copayment amount will be 30% for Network services and 50% for Non-Network services, subject to the deductible. An Emergency is defined as a serious medical condition or symptom resulting from Injury, Sickness or Mental Illness which is both of the following: • Arises suddenly. • In the judgment of a reasonable person, requires immediate care and treatment, generally received within 24 hours of onset, to avoid jeopardy to life or health.	***Network***			
	No	$100 per visit for the Emergency Room facility; 30% for all other services related to the Emergency Room visit	No for the $100 Emergency Room facility copayment; Yes for the 30% copayment for all other Emergency Room services	No for the Emergency Room facility; Yes for all other Emergency Room services
You will find more information about Benefits for Emergency Health Services in (Section 3: Description of Network and Non-Network Benefits). **Note:** Reimbursement of Non-Network Emergency Room Physician is determined by the network status of the inpatient hospital or outpatient surgical facility. Network benefits follow the Inpatient Hospital or Outpatient Surgery benefit.	***Non-Network***			
	Yes, but only for an Inpatient Stay.	Same as Network	Same as Network	Same as Network

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
Notify the Claims Administrator To ensure prompt and accurate payment of your claim as a Network Benefit, notify the Claims Administrator within two business days or as soon as possible after you receive outpatient Emergency Health Services at a non-Network Hospital or Alternate Facility. Please remember that if you are admitted to a non-Network Hospital as a result of an Emergency, you must notify the Claims Administrator within one business day or the same day of admission, or as soon as reasonably possible. If you don't notify the Claims Administrator, Benefits for the Hospital Inpatient Stay will be reduced by $250; however the reduction in Benefits will not exceed Eligible Expenses for the Covered Health Service. Benefits will not be reduced for the outpatient Emergency Health Services.				
7. Extreme Vision Benefits The following are covered services: • Necessary contact lenses or eyeglasses to correct vision problems following cataract surgery. • The evaluation, fitting cost and purchase cost of contact lenses if there is a diagnosis of Karatoconus. Benefits are limited to once every 12 months.	***Network*** No	30%	Yes	Yes

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
	Non-Network			
	No	50%	Yes	Yes
8. Home Health Care Services received from a Home Health Agency that are both of the following: • Ordered by a Physician. • Provided by or supervised by a registered nurse in your home.	***Network***			
	No	30%	Yes	Yes
Benefits are available only when the Home Health Agency services are provided on a part-time, intermittent schedule and when skilled care is required. Benefits for Home Health Agency services include private duty nursing. Skilled care is skilled nursing, skilled teaching, and skilled rehabilitation services when all of the following are true: • It must be delivered or supervised by licensed technical or professional medical personnel in order to obtain the specified medical outcome, and provide for the safety of the patient. • It is ordered by a Physician. • It is not delivered for the purpose of assisting with activities of daily living, including but not limited to dressing, feeding, bathing or transferring from a bed to a chair. • It requires clinical training in order to be delivered safely and	***Non-Network***			
	Yes	50%	Yes	Yes

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
effectively. • It is not Custodial Care. The Plan Administrator and the Claims Administrator will decide if skilled care is required by reviewing both the skilled nature of the service and the need for Physician-directed medical management. A service will not be determined to be "skilled" simply because there is not an available caregiver. Any combination of Network and Non-Network Benefits is limited to 30 visits per calendar year. One visit equals four hours of skilled care services. **Notify the Claims Administrator** Please remember that for Non-Network Benefits you must notify the Claims Administrator five business days before receiving services. If you don't notify the Claims Administrator, Benefits will be reduced by $250; however the reduction in Benefits will not exceed Eligible Expenses for the Covered Health Service.				
9. Hospice Care Hospice care that is recommended by a Physician. Hospice care is an integrated program that provides comfort and support services for the terminally ill. Hospice care includes physical, psychological, social and spiritual care for the terminally ill person, and short-term grief counseling for immediate family members. Benefits are available when hospice care is received from a licensed hospice agency.	***Network*** No	30%	Yes	Yes

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
Please contact the Claims Administrator for more information regarding guidelines for hospice care. You can contact the Claims Administrator at the telephone number on your ID card. **Notify the Claims Administrator** Please remember that for Non-Network Benefits you must notify the Claims Administrator five business days before receiving services. If you don't notify the Claims Administrator, Benefits will be reduced by $250; however the reduction in Benefits will not exceed Eligible Expenses for the Covered Health Service.	***Non-Network*** Yes	50%	Yes	Yes
10. Hospital - Inpatient Stay Inpatient Stay in a Hospital. Benefits are available for: • Services and supplies received during the Inpatient Stay. • Room and board in a Semi-private Room (a room with two or more beds). Benefits for Physician services are described under *Professional Fees for Surgical and Medical Services.* **Note:** Reimbursement of Non-Network radiologist, anesthesiologist, pathologist and laboratory are determined by the network status of the inpatient hospital or outpatient surgical facility. Network benefits follow the Inpatient Hospital or Outpatient Surgery benefit.	***Network*** No	30%	Yes	Yes

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
Notify the Claims Administrator Please remember that for Non-Network Benefits you must notify the Claims Administrator as follows: • For elective admissions: five business days before admission. • For non-elective admissions: within one business day or the same day of admission. • For Emergency admissions: within one business day or the same day of admission, or as soon as is reasonably possible. If you don't notify the Claims Administrator, Benefits will be reduced by $250; however the reduction in Benefits will not exceed Eligible Expenses for the Covered Health Service.	***Non-Network*** Yes	50%	Yes	Yes
11. Injections received in a Physician's Office Benefits are available for injections received in a Physician's office when no other health service is received, for example allergy immunotherapy.	***Network*** No	30% per injection	Yes	Yes
	Non-Network No	50% per injection	Yes	Yes

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
12. Maternity Services Benefits for Pregnancy will be paid at the same level as Benefits for any other condition, Sickness or Injury. This includes all maternity-related medical services for prenatal care, postnatal care, delivery, and any related complications. There are special prenatal programs to help during Pregnancy. They are completely voluntary and there is no extra cost for participating in the programs. To sign up, you should notify the Claims Administrator during the first trimester, but no later than one month prior to the anticipated childbirth. The Plan Administrator will pay Benefits for an Inpatient Stay of at least: • 48 hours for the mother and newborn child following a normal vaginal delivery. • 96 hours for the mother and newborn child following a cesarean section delivery. If the mother agrees, the attending provider may discharge the mother and/or the newborn child earlier than these minimum time frames. **Notify the Claims Administrator** Please remember that for Non-Network Benefits you must notify the Claims Administrator as soon as reasonably possible if the Inpatient Stay for the mother and/or the newborn will be more than the time frames described. If you don't notify the Claims Administrator that the Inpatient Stay will be extended, your Benefits	***Network*** No	Same as Physician's Office Services, Professional Fees, Hospital-Inpatient Stay, Outpatient Diagnostic and Therapeutic Services.		
	Non-Network Yes, if Inpatient Stay exceeds time frames.	Same as Physician's Office Services, Professional Fees, Hospital-Inpatient Stay, Outpatient Diagnostic and Therapeutic Services.		

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
for the extended stay will be reduced by $250; however the reduction in Benefits will not exceed Eligible Expenses for the Covered Health Service.				
13. Mental Health and Substance Abuse Services - Outpatient Mental Health Services and Substance Abuse Services received on an outpatient basis in a provider's office or at an Alternate Facility, including: • Mental health, substance abuse and chemical dependency evaluations and assessment. • Diagnosis. • Treatment planning. • Referral services. • Medication management. • Short-term individual, family and group therapeutic services (including intensive outpatient therapy). • Crisis intervention.	***Network*** You must call the Mental Health/ Substance Abuse Designee to receive the Benefits.	30%	No	Yes
For Network Benefits, referrals to a Mental Health/Substance Abuse provider are at the sole discretion of the Mental Health/Substance Abuse Designee, who is responsible for coordinating all of your care. Contact the Mental Health/Substance Abuse Designee regarding Network Benefits for outpatient Mental Health and Substance Abuse Services.	***Non-Network*** You must call the Mental Health/ Substance Abuse Designee	50%	No	Yes

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
Any combination of Network and Non-Network Benefits for Mental Health Services is limited to 20 visits per calendar year. Any combination of Network and Non-Network Benefits for Serious Mental Health Services is limited to 60 visits per calendar year. Any combination of Network and Non-Network Benefits for Substance Abuse Services is limited to 3 series per lifetime. **Authorization Required** Please remember that you must call and get authorization to receive these Benefits in advance of any treatment through the Mental Health/Substance Abuse Designee. The Mental Health/Substance Abuse Designee phone number appears on your ID card. Without authorization, you will be responsible for paying all charges and no Benefits will be paid.	to receive the Benefits.			
14. Mental Health and Substance Abuse Services - Inpatient and Intermediate Mental Health Services and Substance Abuse Services received on an inpatient or intermediate care basis in a Hospital or an Alternate Facility. Benefits include detoxification from abusive chemicals or substances that is limited to physical detoxification when necessary to protect your physical health and well-being.	***Network*** You must call the Mental Health/ Substance Abuse Designee to receive the Benefits.	30%	No	Yes

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
The Mental Health/Substance Abuse Designee, who will authorize the services, will determine the appropriate setting for the treatment. If an Inpatient Stay is required, it is covered on a Semi-private Room basis. At the discretion of the Mental Health/Substance Abuse Designee, two sessions of intermediate care (such as partial hospitalization) may be substituted for one inpatient day. Network Benefits for Mental Health Services and Substance Abuse Services must be provided by or under the direction of the Mental Health/Substance Abuse Designee. For Network Benefits, referrals to a Mental Health/Substance Abuse provider are at the sole discretion of the Mental Health/Substance Abuse Designee, who is responsible for coordinating all of your care. Contact the Mental Health/Substance Abuse Designee regarding Benefits for inpatient/intermediate Mental Health Services and Substance Abuse Services. Any combination of Network and Non-Network Benefits for Mental Health Services is limited to 30 visits per calendar year. Any combination of Network and Non-Network Benefits for Serious Mental Health Services is limited to 45 visits per calendar year Any combination of Network and Non-Network Benefits for Substance Abuse Services is limited to 3 series per lifetime.	***Non-Network*** You must call the Mental Health/ Substance Abuse Designee to receive the Benefits.	50%	No	Yes

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
Authorization Required Please remember that you must call and get authorization to receive these Benefits in advance of any treatment through the Mental Health/Substance Abuse Designee. The Mental Health/Substance Abuse Designee phone number appears on your ID card. Without authorization, you will be responsible for paying all charges and no Benefits will be paid.				
15. Nutritional Counseling Covered Health Services provided by a registered dietician in an individual session for Covered Persons with diabetes that require a special diet.	***Network*** No	30%	Yes	Yes
	Non-Network No	50%	Yes	Yes
16. Orthognathic Surgery/Treatment Benefits for orthognathic surgery and treatment are covered if considered a proven treatment of the presenting medical condition and is not considered cosmetic in nature.	***Network*** No	30%	Yes	Yes
	Non-Network No	50%	Yes	Yes

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
17. Ostomy Supplies Benefits for ostomy supplies include only the following: • Pouches, face plates and belts. • Irrigation sleeves, bags and catheters. • Skin barriers.	***Network*** No	30%	Yes	Yes
Benefits are not available for gauze, adhesive, adhesive remover, deodorant, pouch covers, or other items not listed above.	***Non-Network*** No	50%	Yes	Yes
18. Outpatient Surgery, Diagnostic and Therapeutic Services **Note:** Reimbursement of Non-Network radiologist, anesthesiologist, pathologist and laboratory are determined by the network status of the inpatient hospital or outpatient surgical facility. Network benefits follow the Inpatient Hospital or Outpatient Surgery benefit.				
Outpatient Surgery Covered Health Services received on an outpatient basis at a Hospital or Alternate Facility including:	***Network*** No	30%	Yes	Yes

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
• Benefits under this section include only the facility charge and the charge for required Hospital-based professional services, supplies and equipment. Benefits for the surgeon fees related to outpatient surgery are described under *Professional Fees for Surgical and Medical Services*. When these services are performed in a Physician's office, Benefits are described under *Physician's Office Services* below.	***Non-Network*** No	50%	Yes	Yes
Outpatient Diagnostic Services Covered Health Services received on an outpatient basis at a Hospital or Alternate Facility including: • Lab and radiology/X-ray. • Mammography testing. Routine mammograms are limited to 1 each calendar year, starting at age 35. Benefits under this section include the facility charge, the charge for required services, supplies and equipment, and all related professional fees. When these services are performed in a Physician's office, Benefits are described under *Physician's Office Services* below. However, Non-Network services performed in a Non-Network Physician's office will be paid at the non-network level described in Physician's Office Services below unless the claim system search in history finds a network office service within 15 days prior to the Non-Network services. If a network service is found it will pay at the Network	***Network*** No No	***For lab and radiology/ X-ray:*** 30% ***For mammography testing:*** 30%	Yes Yes	Yes Yes

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
level.				
This section does not include Benefits for CT scans, PET scans, MRIs, or nuclear medicine, which are described immediately below.	***Non-Network*** No	50%	Yes	Yes
Outpatient Diagnostic/Therapeutic Services - CT Scans, Pet Scans, MRI and Nuclear Medicine Covered Health Services for CT scans, PET scans, MRI, and nuclear medicine received on an outpatient basis at a Hospital or Alternate Facility.	***Network*** No	30%	Yes	Yes
Benefits under this section include the facility charge, the charge for required services, supplies and equipment, and all related professional fees.	***Non-Network*** No	50%	Yes	Yes
Outpatient Therapeutic Treatments Covered Health Services for therapeutic treatments received on an outpatient basis at a Hospital or Alternate Facility, including dialysis, intravenous chemotherapy or other intravenous infusion therapy, and other treatments not listed above.	***Network*** No	30%	Yes	Yes
Benefits under this section include the facility charge, the charge for required services, supplies and equipment, and all related professional fees. When these services are performed in a Physician's office, Benefits	***Non-Network*** No	50%	Yes	Yes

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
are described under *Physician's Office Services* below.				
19. Physician's Office Services **Covered Health Services for preventive medical care. Preventive medical care includes:** • Voluntary family planning. • Well-baby and well-child care. • Routine physical examinations. • Vision and hearing screenings. (Vision screenings do not include refractive examinations to detect vision impairment.) • Immunizations. Routine exams and screenings are subject to the following limits: - 6 visits per calendar year for ages 0 to 24 months. - 1 visit per calendar year for ages 2 and up. - Annual Pap Smears for females ages 20 and up. - Annual Mammograms for females ages 35 and up. - Annual PSA testing for males ages 35 and up. - Colonoscopy once every 5 years for males and females ages 50 and up. - Annual cholesterol screening for men ages 30 to 65. - Cholesterol screening every 2 years for women ages 40 to 65. - Annual obesity screening for ages 17 and up.	***Network*** No	30%	Yes	Yes

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
- Cervical cancer screening every 2 years for ages 17 and up. - Immunizations - Tetanus and Diphtheria every 10 years for ages 17 and up. - Immunizations – Influenza annually for ages 17 and up. - Immunizations – Hepatitis A/B for any person at risk.				
	Non-Network No	50%	Yes	Yes
Covered Health Services for the diagnosis and treatment of a Sickness or Injury received in a Physician's office.	***Network*** No	30%	Yes	Yes
	Non-Network No	50%	Yes	Yes
20. Professional Fees for Surgical and Medical Services Professional fees for surgical procedures and other medical care received in a Hospital, Skilled Nursing Facility, Inpatient Rehabilitation Facility or Alternate Facility, or for Physician house calls.	***Network*** No	30%	Yes	Yes

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
When these services are performed in a Physician's office, Benefits are described under *Physician's Office Services* above.	***Non-Network*** No	50%	Yes	Yes
21. Prosthetic Devices External prosthetic devices that replace a limb or an external body part, limited to: • Artificial arms, legs, feet and hands. • Artificial eyes, ears and noses. • Breast prosthesis as required by the Women's Health and Cancer Rights Act of 1998. Benefits include mastectomy bras and lymphedema stockings for the arm.	***Network*** No	30%	Yes	Yes
If more than one prosthetic device can meet your functional needs, Benefits are available only for the most cost-effective prosthetic device. The prosthetic device must be ordered or provided by, or under the direction of a Physician. Except for items required by the Women's Health and Cancer Rights Act of 1998.	***Non-Network*** No	50%	Yes	Yes
22. Reconstructive Procedures Services for reconstructive procedures, when a physical impairment exists and the primary purpose of the procedure is to improve or restore physiologic function. Reconstructive procedures include surgery or other procedures which are associated with an Injury,	***Network*** No	Same as Physician's Office Services, Professional Fees, Hospital-Inpatient Stay, Outpatient Diagnostic and Therapeutic Services, and Prosthetic Devices.		

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
Sickness or Congenital Anomaly. The fact that physical appearance may change or improve as a result of a reconstructive procedure does not classify such surgery as a Cosmetic Procedure when a physical impairment exists, and the surgery restores or improves function. Cosmetic Procedures are excluded from coverage. Procedures that correct an anatomical Congenital Anomaly without improving or restoring physiologic function are considered Cosmetic Procedures. The fact that a Covered Person may suffer psychological consequences or socially avoidant behavior as a result of an Injury, Sickness or Congenital Anomaly does not classify surgery or other procedures done to relieve such consequences or behavior as a reconstructive procedure. Please note that Benefits for reconstructive procedures include breast reconstruction following a mastectomy, and reconstruction of the non-affected breast to achieve symmetry. Other services required by the Women's Health and Cancer Rights Act of 1998, including breast prostheses and treatment of complications, are provided in the same manner and at the same level as those for any other Covered Health Service. You can contact the Claims Administrator at the telephone number on your ID card for more information about Benefits for mastectomy-related services. **Notify the Claims Administrator** Please remember that for Non-Network Benefits you must notify the Claims Administrator five business days before receiving services. When you provide notification, the Claims Administrator can verify that the service is a reconstructive procedure rather than a	***Non-Network*** Yes	Same as Physician's Office Services, Professional Fees, Hospital-Inpatient Stay, Outpatient Diagnostic and Therapeutic Services, and Prosthetic Devices.		

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
Cosmetic Procedure. Cosmetic Procedures are always excluded from coverage. If you don't notify the Claims Administrator, Benefits for reconstructive procedures will be reduced by $250; however the reduction in Benefits will not exceed Eligible Expenses for the Covered Health Service.				
23. Rehabilitation Services - Outpatient Therapy Short-term outpatient rehabilitation services for: • Physical therapy. • Occupational therapy. • Speech therapy. • Pulmonary rehabilitation therapy. • Cardiac rehabilitation therapy. Rehabilitation services must be performed by a licensed therapy provider, under the direction of a Physician. Benefits are available only for rehabilitation services that are expected to result in significant physical improvement in your condition within two months of the start of treatment. Please note that the Plan Administrator will pay Benefits for speech therapy only when the speech impediment or speech dysfunction results from Injury, stroke or a Congenital Anomaly. Any combination of Network and Non-Network Benefits is limited	***Network*** No ***Non-Network*** No	30% 50%	Yes Yes	Yes Yes

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
as follows: • 30 visits of physical therapy per calendar year. • 30 visits of occupational therapy per calendar year. • 30 visits of speech therapy per calendar year.				
24. Skilled Nursing Facility/Inpatient Rehabilitation Facility Services Services for an Inpatient Stay in a Skilled Nursing Facility or Inpatient Rehabilitation Facility. Benefits are available for: • Services and supplies received during the Inpatient Stay. • Room and board in a Semi-private Room (a room with two or more beds). Any combination of Network and Non-Network Benefits is limited to 120 days per calendar year. Please note that Benefits are available only for the care and treatment of an Injury or Sickness that would have otherwise required an Inpatient Stay in a Hospital.	***Network*** No	30%	Yes	Yes
Notify the Claims Administrator Please remember that for Non-Network Benefits you must notify the Claims Administrator as follows:	***Non-Network*** Yes	50%	Yes	Yes

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
• For elective admissions: five business days before admission. • For non-elective admission: within one business day or the same day of admission. • For Emergency admissions: within one business day or the same day of admission, or as soon as is reasonably possible. If you don't notify the Claims Administrator, Benefits will be reduced by $250; however the reduction in Benefits will not exceed Eligible Expenses for the Covered Health Service.				
25. Spinal Treatment Benefits for Spinal Treatment when provided by a Spinal Treatment provider in the provider's office. Benefits include diagnosis and related services and are limited to one visit and treatment per day. Any combination of Network and Non-Network Benefits for Spinal Treatment is limited to 20 visits per calendar year.	***Network*** No	30%	Yes	Yes
	Non-Network No	50%	Yes	Yes

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
26. Temporomandibular Joint Dysfunction (TMJ) Covered Health Services for diagnostic and surgical treatment of conditions affecting the temporomandibular joint when provided by or under the direction of a Physician. Benefits include necessary diagnostic or surgical treatment required as a result of accident, trauma, congenial defect, developmental defect, or pathology.	***Network*** No	Same as Physician's Office Services, Professional Fees, Hospital-Inpatient Stay, and Outpatient Diagnostic and Therapeutic Services.		
Benefits are not available for charges or services that are dental in nature.	***Non-Network*** No	Same as Physician's Office Services, Professional Fees, Hospital-Inpatient Stay, and Outpatient Diagnostic and Therapeutic Services.		
27. Transplantation Services Covered Health Services for the following organ and tissue transplants when ordered by a Physician. For Network Benefits, transplantation services must be received at a Designated Facility. Transplantation services provided at a non-Designated Facility will be covered as Non-Network Benefits. Benefits are available for the transplants listed below when the transplant meets the definition of a Covered Health Service, and is not an Experimental, Investigational or Unproven Service: The Copayment and Annual Deductible will not apply to Network Benefits when a transplant listed below is received at a Designated Facility. The services described under **Transportation and Lodging** below are Covered Health Services **ONLY** in connection	***Network*** Yes	30%	Yes	Yes

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
with a transplant received at a Designated Facility.				
• Bone marrow transplants (either from you or from a compatible donor) and peripheral stem cell transplants, with or without high dose chemotherapy. Not all bone marrow transplants meet the definition of a Covered Health Service. The search for bone marrow/stem cell from a donor who is not biologically related to the patient is a Covered Health Service only for a transplant received at a Designated Facility. • Heart transplants. • Heart/lung transplants. • Lung transplants. • Kidney transplants. • Kidney/pancreas transplants. • Liver transplants. • Liver/small bowel transplants. • Pancreas transplants. • Small bowel transplants. Network Benefits are also available for cornea transplants that are provided by a Network Physician at a Network Hospital. We do not require that cornea transplants be performed at a Designated Facility in order for you to receive Network Benefits. For cornea transplants, Benefits will be paid at the same level as *Professional Fees for Surgical and Medical Services*, *Outpatient Surgery, Diagnostic and Therapeutic Services*,	***Non-Network*** Yes	50%	Yes	Yes

and *Hospital - Inpatient Stay* rather than as described in this section "*Transplantation Services*".

Organ or tissue transplants or multiple organ transplants other than those listed above are excluded from coverage.

Under the Plan there are specific guidelines regarding Benefits for transplant services. Contact the Claims Administrator at the telephone number on your ID card for information about these guidelines.

Transportation and Lodging

The Claims Administrator will assist the patient and family with travel and lodging arrangements only when services are received from a Designated Facility. Expenses for travel, lodging and meals for the transplant recipient and a companion are available under this Plan as follows:

- Transportation of the patient and one companion who is traveling on the same day(s) to and/or from the site of the transplant for the purposes of an evaluation, the transplant procedure or necessary post-discharge follow-up.
- Eligible Expenses for lodging and meals for the patient (while not confined) and one companion. Benefits are paid at a per diem rate of up to $75 per person.
- Travel and lodging expenses are only available if the transplant recipient resides more than 50 miles from the Designated Facility.
- If the patient is an Enrolled Dependent minor child, the

transportation expenses of two companions will be covered and lodging and meal expenses will be reimbursed up to the $75 per diem rate.

There is a combined overall lifetime maximum Benefit of $10,000 per Covered Person for all transportation, lodging and meal expenses incurred by the transplant recipient and companion(s) and reimbursed under this Plan in connection with all transplant procedures.

Notify the Claims Administrator

You must notify the Claims Administrator as soon as the possibility of a transplant arises (and before the time a pre-transplantation evaluation is performed at a transplant center). If you do not notify the Claims Administrator, and if the transplantation services are not performed at a Designated Facility, you will be responsible for paying all charges and Network Benefits will not be paid. Non-Network Benefits may be available.

Please remember that for Non-Network Benefits you must notify the Claims Administrator as soon as the possibility of a transplant arises (and before the time a pre-transplantation evaluation is performed at a transplant center). If you don't notify the Claims Administrator, Benefits will be reduced by $250; however the reduction in Benefits will not exceed Eligible Expenses for the Covered Health Service.

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount % Copayments are based on a percent of Eligible Expenses	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
28. Urgent Care Center Services Covered Health Services received at an Urgent Care Center. When services to treat urgent health care needs are provided in a Physician's office, Benefits are available as described under *Physician's Office Services* earlier in this section.	***Network*** No	30%	Yes	Yes
	Non-Network No	50%	Yes	Yes

Section 2: What's Not Covered--Exclusions

This section contains information about:

- How headings are used in this section.
- Medical services that are not covered. The Plan Administrator calls these Exclusions. It's important for you to know what services and supplies are not covered under the Plan.

How The Plan Administrator Uses Headings in this Section

To help you find specific exclusions more easily, the Plan Administrator uses headings. The headings group services, treatments, items, or supplies that fall into a similar category. Actual exclusions appear underneath headings. A heading does not create, define, modify, limit or expand an exclusion. All exclusions in this section apply to you.

To continue reading, go to right column on this page.

The Plan Administrator Do not Pay Benefits for Exclusions

We will not pay Benefits for any of the services, treatments, items or supplies described in this section, even if either of the following are true:

- It is recommended or prescribed by a Physician.
- It is the only available treatment for your condition.

The services, treatments, items or supplies listed in this section are not Covered Health Services, except as may be specifically provided for in (Section 1: What's Covered--Benefits) or through a Rider to the SPD.

A. Alternative Treatments

1. Acupressure.
2. Aroma therapy.
3. Hypnotism.
4. Massage Therapy.
5. Rolfing.
6. Other forms of alternative treatment as defined by the Office of Alternative Medicine of the National Institutes of Health.

B. Comfort or Convenience

1. Television.
2. Telephone.
3. Beauty/Barber service.
4. Guest service.

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5. Supplies, equipment and similar incidental services and supplies for personal comfort. Examples include:
   - — Air conditioners.
   - — Air purifiers and filters.
   - — Batteries and battery chargers.
   - — Dehumidifiers.
   - — Humidifiers.
6. Devices and computers to assist in communication and speech.

C. Dental

1. Dental care except as described in (Section 1: What's Covered--Benefits) under the heading *Dental Services - Accident Only*.
2. Preventive care, diagnosis, treatment of or related to the teeth, jawbones or gums. Examples include all of the following:
   - — Extraction, restoration and replacement of teeth.
   - — Medical or surgical treatments of dental conditions.
   - — Services to improve dental clinical outcomes.
3. Dental implants.
4. Dental braces.
5. Dental X-rays, supplies and appliances and all associated expenses, including hospitalizations and anesthesia. The only exceptions to this are for any of the following:
   - — Transplant preparation.
   - — Initiation of immunosuppressives.
   - — The direct treatment of acute traumatic Injury, cancer or cleft palate.
6. Treatment of congenitally missing, malpositioned, or super numerary teeth, even if part of a Congenital Anomaly.

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D. Drugs

1. Prescription drug products for outpatient use that are filled by a prescription order or refill.
2. Self-injectable medications.
3. Non-injectable medications given in a Physician's office except as required in an Emergency.
4. Over the counter drugs and treatments.

E. Experimental, Investigational or Unproven Services

Experimental, Investigational and Unproven Services are excluded. The fact that an Experimental, Investigational or Unproven Service, treatment, device or pharmacological regimen is the only available treatment for a particular condition will not result in Benefits if the procedure is considered to be Experimental, Investigational or Unproven in the treatment of that particular condition.

F. Foot Care

1. Routine foot care (including the cutting or removal of corns and calluses).
2 Nail trimming, cutting, or debriding.
3. Hygienic and preventive maintenance foot care. Examples include the following:
   - — Cleaning and soaking the feet.
   - — Applying skin creams in order to maintain skin tone.
   - — Other services that are performed when there is not a localized illness, Injury or symptom involving the foot.
4. Treatment of flat feet.
5. Treatment of subluxation of the foot.

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6. Shoe orthotics.

G. Medical Supplies and Appliances

1. Devices used specifically as safety items or to affect performance in sports-related activities.
2. Prescribed or non-prescribed medical supplies and disposable supplies. Examples include:
   - — Elastic stockings.
   - — Ace bandages.
   - — Gauze and dressings.
   - — Syringes.
   - — Diabetic test strips.
3. Orthotic appliances that straighten or re-shape a body part (including cranial banding and some types of braces).
4. Tubings and masks are not covered except when used with Durable Medical Equipment as described in (Section 1: What's Covered--Benefits).

H. Mental Health/Substance Abuse

1. Services performed in connection with conditions not classified in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association.
2. Mental Health Services and Substance Abuse Services that extend beyond the period necessary for short-term evaluation, diagnosis, treatment or crisis intervention.
3. Mental Health Services as treatment for insomnia and other sleep disorders, neurological disorders and other disorders with a known physical basis.
4. Treatment for conduct and impulse control disorders, personality disorders, paraphilias and other Mental Illnesses that will not substantially improve beyond the current level of functioning, or that are not subject to favorable modification or management according to prevailing national standards of clinical practice, as reasonably determined by the Mental Health/Substance Abuse Designee.
5. Services utilizing methadone treatment as maintenance, L.A.A.M. (1-Alpha-Acetyl-Methadol), Cyclazocine, or their equivalents.
6. Treatment provided in connection with or to comply with involuntary commitments, police detentions and other similar arrangements, unless authorized by the Mental Health/Substance Abuse Designee.
7. Residential treatment services.
8. Services or supplies for the diagnosis or treatment of Mental Illness, alcoholism or substance abuse disorders that, in the reasonable judgment of the Mental Health/Substance Abuse Designee, are any of the following:
   - — Not consistent with prevailing national standards of clinical practice for the treatment of such conditions.
   - — Not consistent with prevailing professional research demonstrating that the services or supplies will have a measurable and beneficial health outcome.
   - — Typically do not result in outcomes demonstrably better than other available treatment alternatives that are less intensive or more cost effective.
   - — Not consistent with the Mental Health/Substance Abuse Designee's level of care guidelines or best practices as modified from time to time.

   The Mental Health/Substance Abuse Designee may consult with professional clinical consultants, peer review committees or

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other appropriate sources for recommendations and information regarding whether a service or supply meets any of these criteria.

I. Nutrition

1. Megavitamin and nutrition based therapy.
2. Nutritional counseling for either individuals or groups except as specifically described in (Section 1: What's Covered--Benefits).
3. Enteral feedings and other nutritional and electrolyte supplements, including infant formula and donor breast milk.

J. Physical Appearance

1. Cosmetic Procedures. See the definition in (Section 10: Glossary of Defined Terms). Examples include:
   - — Pharmacological regimens, nutritional procedures or treatments.
   - — Scar or tattoo removal or revision procedures (such as salabrasion, chemosurgery and other such skin abrasion procedures).
   - — Skin abrasion procedures performed as a treatment for acne.
2. Replacement of an existing breast implant if the earlier breast implant was performed as a Cosmetic Procedure.
   Note: Replacement of an existing breast implant is considered reconstructive if the initial breast implant followed mastectomy. See *Reconstructive Procedures* in (Section 1: What's Covered--Benefits).
3. Physical conditioning programs such as athletic training, body-building, exercise, fitness, flexibility, and diversion or general motivation.
4. Weight loss programs whether or not they are under medical supervision. Weight loss programs for medical reasons are also excluded.

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5. Wigs regardless of the reason for the hair loss.

K. Preexisting Conditions

1. Benefits for the treatment of a Preexisting Condition are excluded until the date you have had Continuous Creditable Coverage for 12 months.

   This exclusion does not apply to newborn children or newly adopted children. This exception for newborn and adopted children no longer applies after the end of the first 63-day period during which the child has not had Continuous Creditable Coverage.

L. Providers

1. Services performed by a provider who is a family member by birth or marriage, including spouse, brother, sister, parent or child. This includes any service the provider may perform on himself or herself.
2. Services performed by a provider with your same legal residence.
3. Services provided at a free-standing or Hospital-based diagnostic facility without an order written by a Physician or other provider. Services that are self-directed to a free-standing or Hospital-based diagnostic facility. Services ordered by a Physician or other provider who is an employee or representative of a free-standing or Hospital-based diagnostic facility, when that Physician or other provider:
   - — Has not been actively involved in your medical care prior to ordering the service, or
   - — Is not actively involved in your medical care after the service is received.

   This exclusion does not apply to mammography testing.

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M. Reproduction

1. Health services and associated expenses for infertility treatments.
2. Surrogate parenting.
3. The reversal of voluntary sterilization.
4. Health services and associated expenses for elective abortion.
5. Contraceptive supplies and services.
6. Fetal reduction surgery.
7. Health services associated with the use of non-surgical or drug-induced Pregnancy termination.

N. Services Provided under Another Plan

1. Health services for which other coverage is required by federal, state or local law to be purchased or provided through other arrangements. This includes, but is not limited to, coverage required by workers' compensation, no-fault auto insurance, or similar legislation.

   If coverage under workers' compensation or similar legislation is optional for you because you could elect it, or could have it elected for you, Benefits will not be paid for any Injury, Sickness or Mental Illness that would have been covered under workers' compensation or similar legislation had that coverage been elected.
2. Health services for treatment of military service-related disabilities, when you are legally entitled to other coverage and facilities are reasonably available to you.
3. Health services while on active military duty.

O. Transplants

1. Health services for organ and tissue transplants, except those described in (Section 1: What's Covered--Benefits).

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2. Health services connected with the removal of an organ or tissue from you for purposes of a transplant to another person. (Donor costs for removal are payable for a transplant through the organ recipient's Benefits under the Plan).
3. Health services for transplants involving mechanical or animal organs.
4. Any solid organ transplant that is performed as a treatment for cancer.
5. Any multiple organ transplant not listed as a Covered Health Service under the heading *Transplantation Health Services* in (Section 1: What's Covered--Benefits).

P. Travel

1. Health services provided in a foreign country, unless required as Emergency Health Services.
2. Travel or transportation expenses, even though prescribed by a Physician. Some travel expenses related to covered transplantation services may be reimbursed at our discretion.

Q. Vision and Hearing

1. Purchase cost of hearing aids, eye glasses or contact lenses.
2. Fitting charge for hearing aids, eye glasses or contact lenses.
3. Eye exercise therapy.
4. Surgery that is intended to allow you to see better without glasses or other vision correction including radial keratotomy, laser, and other refractive eye surgery.
5. Routine vision examinations, including refractive examinations.

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R. All Other Exclusions

1. Health services and supplies that do not meet the definition of a Covered Health Service - see the definition in (Section 10: Glossary of Defined Terms).
2. Physical, psychiatric or psychological exams, testing, vaccinations, immunizations or treatments that are otherwise covered under the Plan when:
   - Required solely for purposes of career, education, sports or camp, travel, employment, insurance, marriage or adoption.
   - Related to judicial or administrative proceedings or orders.
   - Conducted for purposes of medical research.
   - Required to obtain or maintain a license of any type.
3. Health services received as a result of war or any act of war, whether declared or undeclared or caused during service in the armed forces of any country.
4. Health services received after the date your coverage under the Plan ends, including health services for medical conditions arising before the date your coverage under the Plan ends.
5. Health services for which you have no legal responsibility to pay, or for which a charge would not ordinarily be made in the absence of coverage under the Plan.
6. In the event that a non-Network provider waives Copayments and/or the Annual Deductible for a particular health service, no Benefits are provided for the health service for which the Copayments and/or Annual Deductible are waived.
7. Charges in excess of Eligible Expenses or in excess of any specified limitation.
8. Services for the evaluation and treatment of temporomandibular joint syndrome (TMJ), when the services are considered to be dental in nature.

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9. Upper and lower jawbone surgery except as required for direct treatment of acute traumatic Injury or cancer. Orthognathic surgery, jaw alignment and treatment for the temporomandibular joint, except as a treatment of obstructive sleep apnea and as provided in Section 1.
10. Non-surgical treatment of obesity, including morbid obesity.
11. Surgical treatment of obesity. Surgical treatment of morbid obesity is covered if any of the following exists: severe morbid obesity (with a BMI greater than 40); morbid obesity with 100 pounds over ideal body weight and 30% over ideal body weight with underlying medical condition. Surgery is limited to $5,000 per calendar year.
12. Growth hormone therapy.
13. Sex transformation operations.
14. Custodial Care.
15. Domiciliary care.
16. Private duty nursing provided on an inpatient basis.
17. Respite care.
18. Rest cures.
19. Psychosurgery.
20. Treatment of benign gynecomastia (abnormal breast enlargement in males).
21. Medical and surgical treatment of excessive sweating (hyperhidrosis).
22. Medical and surgical treatment for snoring, except when provided as a part of treatment for documented obstructive sleep apnea.
23. Oral appliances for snoring.
24. Speech therapy except as required for treatment of a speech impediment or speech dysfunction that results from Injury, stroke, or a Congenital Anomaly.

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25. Any charges for missed appointments, room or facility reservations, completion of claim forms or record processing.
26. Any charge for services, supplies or equipment advertised by the provider as free.
27. Any charges prohibited by federal anti-kickback or self-referral statutes.

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Section 3: Description of Network and Non-Network Benefits

This section includes information about:

- Network Benefits.
- Non-Network Benefits.
- Emergency Health Services.

Network Benefits

Network Benefits are generally paid at a higher level than Non-Network Benefits. Network Benefits are payable for Covered Health Services which are either of the following:

- Provided by a Network Physician, Network facility, or other Network provider.
- Emergency Health Services.

Please note that Mental Health and Substance Abuse Services must be authorized by the Mental Health/Substance Abuse Designee. Please see (Section 1: What's Covered--Benefits) under the heading for *Mental Health and Substance Abuse*.

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Comparison of Network and Non-Network Benefits

	Network	Non-Network
Benefits	A higher level of Benefits means less cost to you. See (Section 1: What's Covered--Benefits).	A lower level of Benefits means more cost to you. See (Section 1: What's Covered--Benefits).
Who Should Notify the Claims Administrator for Care Coordination	Network providers generally handle notification for you. However, there are exceptions. See (Section 1: What's Covered--Benefits), under the *Must You Notify the Claims Administrator?* column.	You must notify the Claims Administrator for certain Covered Health Services. Failure to notify results in reduced Benefits or no Benefits. See (Section 1: What's Covered--Benefits), under the *Must You Notify the Claims Administrator?* column.
Who Should File Claims	Not required. The Plan Administrator pays Network providers directly.	You must file claims. See (Section 5: How to File a Claim).

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	Network	Non-Network
Outpatient Emergency Health Services	Emergency Health Services are always paid as a Network Benefit (paid the same whether you are in or out of the Network). That means that if you seek Emergency care at a non-Network facility, you are not required to meet the Annual Deductible or to pay any difference between Eligible Expenses and the amount the provider bills.	

Provider Network

The Claims Administrator arranges for health care providers to participate in a Network. Network providers are independent practitioners. They are not our employees or employees of the Claims Administrator. It is your responsibility to select your provider.

The credentialing process confirms public information about the providers' licenses and other credentials, but does not assure the quality of the services provided.

You will be given a directory of Network providers. However, before obtaining services you should always verify the Network status of a provider. A provider's status may change. You can verify the provider's status by calling the Claims Administrator.

It is possible that you might not be able to obtain services from a particular Network provider. The network of providers is subject to change. Or you might find that a particular Network provider may not be accepting new patients. If a provider leaves the Network or is otherwise not available to you, you must choose another Network provider to get Network Benefits.

Do not assume that a Network provider's agreement includes all Covered Health Services. Some Network providers contract to provide only certain Covered Health Services, but not all Covered Health Services. Some Network providers choose to be a Network provider for only some products. Refer to your provider directory or contact the Claims Administrator for assistance.

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Care Coordination[SM]

Your Network Physician is required to notify the Claims Administrator regarding certain proposed or scheduled health services. When your Network Physician notifies the Claims Administrator, they will work together to implement the Care Coordination[SM] process and to provide you with information about additional services that are available to you, such as disease management programs, health education, pre-admission counseling and patient advocacy.

If you receive certain Covered Health Services from a Network provider, you must notify the Claims Administrator. The Covered Health Services for which notification is required is shown in (Section 1: What's Covered--Benefits). When you notify the Claims Administrator, you will receive the Care Coordination services described above.

Designated Facilities and Other Providers

If you have a medical condition that the Claims Administrator believes needs special services, they may direct you to a Designated Facility or other provider chosen by them. If you require certain complex Covered Health Services for which expertise is limited, the Claims Administrator may direct you to a non-Network facility or provider.

In both cases, Network Benefits will only be paid if your Covered Health Services for that condition are provided by or arranged by the Designated Facility or other provider chosen by the Claims Administrator.

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You or your Network Physician must notify the Claims Administrator of special service needs (including, but not limited to, transplants or cancer treatment) that might warrant referral to a Designated Facility or non-Network facility or provider. If you do not notify the Claims Administrator in advance, and if you receive services from a non-Network facility (regardless of whether it is a Designated Facility) or other non-Network provider, Network Benefits will not be paid. Non-Network Benefits may be available if the special needs services you receive are Covered Health Services for which Benefits are provided under the Plan.

Health Services from Non-Network Providers Paid as Network Benefits

If specific Covered Health Services are not available from a Network provider, you may be eligible for Network Benefits when Covered Health Services are received from non-Network providers. In this situation, your Network Physician will notify the Claims Administrator, and they will work with you and your Network Physician to coordinate care through a non-Network provider.

When you receive Covered Health Services through a Network Physician, the Plan Administrator will pay Network Benefits for those Covered Health Services, even if one or more of those Covered Health Services is received from a non-Network provider.

Limitations on Selection of Providers

If the Claims Administrator determines that you are using health care services in a harmful or abusive manner, or with harmful frequency, your selection of Network providers may be limited. If this happens, you may be required to select a single Network Physician to provide and coordinate all future Covered Health Services.

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If you don't make a selection within 31 days of the date the Plan Administrator notifies you, the Claims Administrator will select a single Network Physician for you.

If you fail to use the selected Network Physician, Covered Health Services will be paid as Non-Network Benefits.

Non-Network Benefits

Non-Network Benefits are generally paid at a lower level than Network Benefits. Non-Network Benefits are payable for Covered Health Services which are provided by non-Network providers.

Depending on the geographic area and the service you receive, you may have access through the Claim's Administrator's Shared Savings Program to providers who have agreed to discount their charges for Covered Health Services. If you receive Covered Health Services from these providers, and if your Copayment is expressed as a percentage of Eligible Expenses for Non-Network Benefits, that percentage will remain the same as it is when you receive Covered Health Services from non-Network providers who have not agreed to discount their charges; however, the total that you owe may be less when you receive Covered Health Services from Shared Savings Program providers than from other non-Network providers, because the Eligible Expense may be a lesser amount.

Notification Requirement

You must notify the Claims Administrator before getting certain Covered Health Services from non-Network providers. The details are shown in the *Must You Notify the Claims Administrator?* column in (Section 1: What's Covered--Benefits). If you fail to notify the Claims Administrator, Benefits are reduced or denied.

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Prior notification does not mean Benefits are payable in all cases. Coverage depends on the Covered Health Services that are actually given, your eligibility status, and any benefit limitations.

Care Coordination SM

When you notify the Claims Administrator as described above, they will work to implement the Care Coordination℠ process and to provide you with information about additional services that are available to you, such as disease management programs, health education, pre-admission counseling and patient advocacy.

Emergency Health Services

The Plan Administrator provides Benefits for Emergency Health Services when required for stabilization and initiation of treatment as provided by or under the direction of a Physician.

Network Benefits are paid for Emergency Health Services, even if the services are provided by a non-Network provider.

If you are confined in a non-Network Hospital after you receive Emergency Health Services, the Claims Administrator must be notified within one business day or on the same day of admission if reasonably possible. The Claims Administrator may elect to transfer you to a Network Hospital as soon as it is medically appropriate to do so. If you choose to stay in the non-Network Hospital after the date the Claims Administrator decides a transfer is medically appropriate, Non-Network Benefits may be available if the continued stay is determined to be a Covered Health Service.

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Section 4: When Coverage Begins

This section includes information about:

- How to enroll.
- If you are hospitalized when this coverage begins.
- Who is eligible for coverage.
- When to enroll.
- When coverage begins.

How to Enroll

To enroll, the Eligible Person must complete enrollment information. The Plan Administrator or its designee will give the necessary information to you, along with instructions about submitting your enrollment information and any required contribution for coverage. The Plan Administrator will not provide Benefits for health services that you receive before your effective date of coverage.

If You Are Hospitalized When Your Coverage Begins

If you are an inpatient in a Hospital, Skilled Nursing Facility or Inpatient Rehabilitation Facility on the day your coverage begins, the Plan Administrator will pay Benefits for Covered Health Services

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related to that Inpatient Stay as long as you receive Covered Health Services in accordance with the terms of the Plan.

You should notify the Claims Administrator within 48 hours of the day your coverage begins, or as soon as is reasonably possible. Network Benefits are available only if you receive Covered Health Services from Network Providers.

If You Are Eligible for Medicare

If you are eligible for Medicare on a primary basis (Medicare pays before Benefits under the Plan), you **should** enroll for and maintain coverage under both Medicare Part A and Part B. If you don't enroll and maintain that coverage, and if the Plan Administrator is the secondary payer as described in (Section 7: Coordination of Benefits), the Plan Administrator will pay Benefits under the Plan as if you were covered under both Medicare Part A and Part B. As a result, you will be responsible for the costs that Medicare would have paid and you will incur a larger out-of-pocket cost.

If you are enrolled in a Medicare+Choice (Medicare Part C) plan on a primary basis (Medicare pays before Benefits under the Plan), you **should** follow all rules of that plan that require you to seek services from that plan's participating providers. When the Plan Administrator is the secondary payer, the Plan Administrator will pay any Benefits available to you under the Plan as if you had followed all rules of the Medicare+Choice plan. You will be responsible for any additional costs or reduced Benefits that result from your failure to follow these rules, and you will incur a larger out-of-pocket cost.

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Who is Eligible for Coverage

Who	Description	Who Determines Eligibility
Eligible Person	Eligible Person usually refers to an employee of ours who meets the eligibility rules. When an Eligible Person actually enrolls, the Plan Administrator refer to that person as a Participant. For a complete definition of Eligible Person and Participant, see (Section 10: Glossary of Defined Terms). If both spouses are Eligible Persons under the Plan, each may enroll as a Participant or be covered as an Enrolled Dependent of the other, but not both. Except as the Plan Administrator has described in (Section 4: When Coverage Begins), Eligible Persons may not enroll.	The Plan Administrator determines who is eligible to enroll under the Plan.
Dependent	Dependent generally refers to the Participant's spouse and children. When a Dependent actually enrolls, the Plan Administrator refers to that person as an Enrolled Dependent. For a complete definition of Dependent and Enrolled Dependent, see (Section 10: Glossary of Defined Terms). Dependents of an Eligible Person may not enroll unless the Eligible Person is also covered under the Plan. If both parents of a Dependent child are enrolled as a Participant, only one parent may enroll the child as a Dependent. Except as the Plan Administrator has described in (Section 4: When Coverage Begins), Dependents may not enroll without our written permission.	The Plan Administrator determines who qualifies as a Dependent.

When to Enroll and When Coverage Begins

When to Enroll	Who Can Enroll	Begin Date
Initial Enrollment Period The Initial Enrollment Period is the first period of time when Eligible Persons can enroll.	Eligible Persons may enroll themselves and their Dependents.	Coverage begins on the date identified by the Plan Administrator, if the Plan Administrator receives the completed enrollment form and any required contribution for coverage within 31 days of the date the Eligible Person becomes eligible to enroll.
Open Enrollment Period	Eligible Persons may enroll themselves and their Dependents.	The Plan Administrator determines the Open Enrollment Period. Coverage begins on the date identified by the Plan Administrator if the Plan Administrator receives the completed enrollment form and any required contribution within 31 days of the date the Eligible Person becomes eligible to enroll.
New Eligible Persons	New Eligible Persons may enroll themselves and their Dependents.	Coverage begins on the date of hire if the Plan Administrator receives the properly completed enrollment form and any required contribution for coverage within 31 days of the date the new Eligible Person becomes eligible to enroll and if the Participant pays any required contribution to the Plan Administrator for Coverage. **Retiree Coverage:** Coverage begins on the first of the month following the termination date of employment if the Plan Administrator receives the properly completed enrollment form and any required contribution for coverage within 31 days after

When to Enroll	Who Can Enroll	Begin Date
		the date of retirement. Otherwise, the retired employee will be considered to have waived retiree coverage and will not be eligible for future coverage.
Adding New Dependents	Participants may enroll eligible Dependents because of any of the following events: • Birth. • Legal adoption. • Placement for adoption. • Marriage. • Legal guardianship. • Court or administrative order. • Domestic Partner (see definition of Domestic Partner and Domestic Partnership in Section 10).	Coverage begins on the date of the event if the Plan Administrator received the completed enrollment form and any required contribution for coverage within 31 days of the event that makes the new Dependent eligible. Documentation is required to validate all Dependents.

Special Enrollment Period

An Eligible Person (who has not enrolled) and/or Dependent may also be able to enroll during a special enrollment period. A special enrollment period is not available to an Eligible Person and his or her Dependents if coverage under the prior plan was terminated for cause, or because premiums were not paid on a timely basis.

A special enrollment period applies to an Eligible Person and any Dependents when one of the following events occurs:

- Birth.
- Legal Adoption.
- Placement for adoption.
- Marriage.

A special enrollment period applies for an Eligible Person and/or Dependent who did not enroll during the Initial Enrollment Period or Open Enrollment Period if the following are true:

- The Eligible Person and/or Dependent had existing health coverage under another plan at the time they had an opportunity to enroll during the Initial Enrollment Period or Open Enrollment Period; and
- Coverage under the prior plan ended because of any of the following:
  - Loss of eligibility (including, without limitation, legal separation, divorce or death).
  - The employer stopped paying the contributions.
  - In the case of COBRA continuation coverage, the coverage ended.

Event Takes Place (for example, a birth or marriage). Coverage begins on the date of the event if the Plan Administrator receives the completed enrollment form and any required contribution within 31 days of the event.

Missed Initial Enrollment Period or Open Enrollment Period. Coverage begins on the day immediately following the day coverage under the prior plan ends if the Plan Administrator receives the completed enrollment form and any required contribution within 31 days of the date coverage under the prior plan ended.

Section 5: How to File a Claim

This section provides you with information about:

- How and when to file a claim.
- If you receive Covered Health Services from a Network provider, you do not have to file a claim. The Plan Administrator pays these providers directly.
- If you receive Covered Health Services from a non-Network provider, you are responsible for filing a claim.

If You Receive Covered Health Services from a Network Provider

The Plan Administrator pays Network providers directly for your Covered Health Services. If a Network provider bills you for any Covered Health Service, contact the Claims Administrator. However, you are responsible for meeting the Annual Deductible and for paying Copayments to a Network provider at the time of service, or when you receive a bill from the provider.

Filing a Claim for Benefits

When you receive Covered Health Services from a non-Network provider, you are responsible for requesting payment from us through the Claims Administrator. You must file the claim in a

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format that contains all of the information required, as described below.

You must submit a request for payment of Benefits within 90 days after the date of service. If you don't provide this information to the Claims Administrator within one year of the date of service, Benefits for that health service will be denied or reduced, in our or the Claims Administrator's discretion. This time limit does not apply if you are legally incapacitated. If your claim relates to an Inpatient Stay, the date of service is the date your Inpatient Stay ends.

Pharmacy Benefit Claims

If you are asked to pay the full cost of a prescription when you fill it at a retail or mail-order pharmacy and you believe that the Plan should have paid for it, you may submit a claim for reimbursement as set forth in the procedures for filing a post-service group health plan claim (described in this section). If you pay a Copayment and you believe that the amount of the Copayment was incorrect, you also may submit a claim for reimbursement as set forth in the procedures for filing a post-service group health plan claim.

If a retail or mail order pharmacy fails to fill a prescription that you have presented, you may contact the Claims Administrator by submitting a claim for coverage as set forth in the procedures for filing a pre-service health plan claim (described in this section).

Required Information

When you request payment of Benefits from us, you must provide all of the following information:

A. Participant's name and address.
B. The patient's name, age and relationship to the Participant.
C. The member number stated on your ID card.
D. An itemized bill from your provider that includes the following:

To continue reading, go to left column on next page.

— Patient diagnosis

— Date of service

— Procedure code(s) and description of service(s) rendered

— Provider of service (Name, Address and Tax Identification Number)

E. The date the Injury or Sickness began.

F. A statement indicating either that you are, or you are not, enrolled for coverage under any other health insurance plan or program. If you are enrolled for other coverage you must include the name of the other carrier(s).

Payment of Benefits

Through the Claims Administrator, the Plan Administrator will make a benefit determination as set forth below.

The Claims Administrator will notify you if additional information is needed to process the claim. The Claims Administrator may request a one time extension not longer than 15 days and will pend your claim until all information is received. Once you are notified of the extension or missing information, you then have at least 45 days to provide this information.

Benefit Determinations

Post-Service Claims

Post-Service Claims are those claims that are filed for payment of benefits after medical care has been received. If your post-service claim is denied, you will receive a written notice from the Claims Administrator within 30 days of receipt of the claim, as long as all needed information was provided with the claim. The Claims Administrator will notify you within this 30-day period if additional information is needed to process the claim, and may request a one time extension not longer than 15 days and pend your claim until all information is received.

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Once notified of the extension you then have 45 days to provide this information. If all of the needed information is received within the 45-day time frame and the claim is denied, the Claims Administrator will notify you of the denial within 15 days after the information is received. If you don't provide the needed information within the 45-day period, your claim will be denied.

A denial notice will explain the reason for denial, refer to the part of the Plan on which the denial is based, and provide the claim appeal procedures.

Pre-Service Claims

Pre-service claims are those claims that require notification or approval prior to receiving medical care. If your claim was a pre-service claim, and was submitted properly with all needed information, you will receive written notice of the claim decision from the Claims Administrator within 15 days of receipt of the claim. If you filed a pre-service claim improperly, the Claims Administrator will notify you of the improper filing and how to correct it within 5 days after the pre-service claim was received. If additional information is needed to process the pre-service claim, the Claims Administrator will notify you of the information needed within 15 days after the claim was received, and may request a one time extension not longer than 15 days and pend your claim until all information is received. Once notified of the extension you then have 45 days to provide this information. If all of the needed information is received within the 45-day time frame, the Claims Administrator will notify you of the determination within 15 days after the information is received. If you don't provide the needed information within the 45-day period, your claim will be denied. A denial notice will explain the reason for denial, refer to the part of

To continue reading, go to left column on next page.

the Plan on which the denial is based, and provide the claim appeal procedures.

Urgent Claims that Require Immediate Action

Urgent claims are those claims that require notification or approval prior to receiving medical care, where a delay in treatment could seriously jeopardize your life or health or the ability to regain maximum function or, in the opinion of a physician with knowledge of your medical condition could cause severe pain. In these situations:

- You will receive notice of the benefit determination in writing or electronically within 72 hours after the Claims Administrator receives all necessary information, taking into account the seriousness of your condition.
- Notice of denial may be oral with a written or electronic confirmation to follow within 3 days.

If you filed an urgent claim improperly, the Claims Administrator will notify you of the improper filing and how to correct it within 24 hours after the urgent claim was received. If additional information is needed to process the claim, the Claims Administrator will notify you of the information needed within 24 hours after the claim was received. You then have 48 hours to provide the requested information.

You will be notified of a determination no later than 48 hours after:

- The Claims Administrator's receipt of the requested information; or
- The end of the 48-hour period within which you were to provide the additional information, if the information is not received within that time.

To continue reading, go to right column on this page.

A denial notice will explain the reason for denial, refer to the part of the Plan on which the denial is based, and provide the claim appeal procedures.

Concurrent Care Claims

If an on-going course of treatment was previously approved for a specific period of time or number of treatments, and your request to extend the treatment is an urgent claim as defined above, your request will be decided within 24 hours, provided your request is made at least 24 hours prior to the end of the approved treatment. The Claims Administrator will make a determination on your request for the extended treatment within 24 hours from receipt of your request.

If your request for extended treatment is not made at least 24 hours prior to the end of the approved treatment, the request will be treated as an urgent claim and decided according to the timeframes described above. If an on-going course of treatment was previously approved for a specific period of time or number of treatments, and you request to extend treatment in a non-urgent circumstance, your request will be considered a new claim and decided according to post-service or pre-service timeframes, whichever applies.

To continue reading, go to left column on next page.

Section 6: Questions, Complaints and Appeals

This section provides you with information to help you with the following:

- You have a question or concern about Covered Health Services or your Benefits.
- You have a complaint.
- How to handle an appeal that requires immediate action.
- You are notified that a claim has been denied because it has been determined that a service or supply is excluded under the Plan and you wish to appeal such determination.

To resolve a question or appeal, just follow these steps:

What to Do First

If your question or concern is about a benefit determination, you may informally contact Customer Service before requesting a formal appeal. If the Customer Service representative cannot resolve the issue to your satisfaction over the phone, you may submit your question in writing. However, if you are not satisfied with a benefit determination as described in (Section 5: How to File a Claim) you may appeal it as described below, without first informally contacting Customer Service. If you first informally contact Customer Service and later wish to request a formal appeal in writing, you should contact Customer Service and request an appeal. If you request a formal appeal, a Customer Service representative will provide you with the appropriate address of the Claims Administrator.

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If you are appealing an urgent care claim denial, please refer to the "Urgent Claim Appeals that Require Immediate Action" section below and contact Customer Service immediately.

The Customer Service telephone number is shown on your ID card. Customer Service representatives are available to take your call.

How to Appeal a Claim Decision

If you disagree with a pre-service or post-service claim determination after following the above steps, you can contact the Claims Administrator in writing to formally request an appeal.

Your request should include:

- The patient's name and the identification number from the ID card.
- The date(s) of medical service(s).
- The provider's name.
- The reason you believe the claim should be paid.
- Any documentation or other written information to support your request for claim payment.

Your first appeal request must be submitted to the Claims Administrator within 180 days after you receive the claim denial.

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Appeal Process

A qualified individual who was not involved in the decision being appealed will be appointed to decide the appeal. If your appeal is related to clinical matters, the review will be done in consultation with a health care professional with appropriate expertise in the field who was not involved in the prior determination. The Claims Administrator (first level appeals) and the Plan Administrator (second level appeals) may consult with, or seek the participation of, medical experts as part of the appeal resolution process. You consent to this referral and the sharing of pertinent medical claim information. Upon your request and free of charge, you have the right to reasonable access to (including copies of) all documents, records, and other information relevant to your claim for benefits.

Appeals Determinations

Pre-Service and Post-Service Claim Appeals

You will be provided written or electronic notification of decision on your appeal as follows:

For appeals of pre-service claims, as defined in (Section 5: How to File a Claim), the first level appeal will be conducted and you will be notified by the Claims Administrator of the decision within 15 days from receipt of a request for appeal of a denied claim. The second level appeal will be conducted and you will be notified by us of the decision within 15 days from receipt of a request for review of the first level appeal decision.

For appeals of post-service claims as defined in (Section 5: How to File a Claim), the first level appeal will be conducted and you will be notified by the Claims Administrator of the decision within 30 days from receipt of a request for appeal of a denied claim. The second level appeal will be conducted and you will be notified by us of the decision within 30 days from receipt of a request for review of the first level appeal decision.

To continue reading, go to right column on this page.

For procedures associated with urgent claims, see "Urgent Claim Appeals that Require Immediate Action" below.

If you are not satisfied with the first level appeal decision of the Claims Administrator, you have the right to request a second level appeal from us as the Plan Administrator. Your second level appeal request must be submitted to us in writing within 60 days from receipt of the first level appeal decision.

The Plan Administrator has the exclusive right to interpret and administer the Plan, and these decisions are conclusive and binding.

Please note that our decision is based only on whether or not Benefits are available under the Plan for the proposed treatment or procedure. The determination as to whether the pending health service is necessary or appropriate is between you and your Physician.

Urgent Claim Appeals that Require Immediate Action

Your appeal may require immediate action if a delay in treatment could significantly increase the risk to your health or the ability to regain maximum function or cause severe pain. In these urgent situations:

The appeal does not need to be submitted in writing. You or your Physician should call the Claims Administrator as soon as possible. The Claims Administrator will provide you with a written or electronic determination within 72 hours following receipt by the Claims Administrator of your request for review of the determination taking into account the seriousness of your condition.

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For urgent claim appeals, the Plan Administrator has delegated to the Claims Administrator the exclusive right to interpret and administer the provisions of the Plan. The Claims Administrator's decisions are conclusive and binding.

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Section 7: When Coverage Ends

This section provides you with information about all of the following:

- Events that cause coverage to end.
- The date your coverage ends.
- Continuation of coverage under federal law (COBRA).

General Information about When Coverage Ends

The Plan Sponsor may discontinue this benefit Plan and/or all similar benefit plans at any time.

Your entitlement to Benefits automatically ends on the date that coverage ends, even if you are hospitalized or are otherwise receiving medical treatment on that date.

When your coverage ends, the Plan Sponsor will still pay claims for Covered Health Services that you received before your coverage ended. However, once your coverage ends, the Plan Sponsor does not provide Benefits for health services that you receive for medical conditions that occurred before your coverage ended, even if the underlying medical condition occurred before your coverage ended.

An Enrolled Dependent's coverage ends on the date the Participant's coverage ends.

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Events Ending Your Coverage

Coverage ends on the earliest of the dates specified in the following table:

Ending Event	What Happens
The Entire Plan Ends	Your coverage ends on the date the Plan ends. The Plan Sponsor is responsible for notifying you that your coverage has ended.
You Are No Longer Eligible	Your coverage ends on the date you are no longer eligible to be a Participant or Enrolled Dependent. Please refer to (Section 10: Glossary of Defined Terms) for a more complete definition of the terms "Eligible Person", "Participant", "Dependent" and "Enrolled Dependent".
The Claims Administrator Receives Notice to End Coverage	Your coverage ends on the date the Claims Administrator receives written notice from us instructing the Claims Administrator to end your coverage, or the date requested in the notice, if later.

Other Events Ending Your Coverage

When any of the following happen, the Plan Administrator will provide written notice to the Participant that coverage has ended on the date the Plan Administrator identifies in the notice:

Ending Event	What Happens
Fraud, Misrepresentation or False Information	Fraud or misrepresentation, or because the Participant knowingly gave us or the Claims Administrator false material information. Examples include false information relating to another person's eligibility or status as a Dependent. During the first two years the Plan is in effect, the Plan Sponsor has the right to demand that you pay back all Benefits the Plan Administrator paid to you, or paid in your name, during the time you were incorrectly covered under the Plan. After the first two years, the Plan Administrator can only demand that you pay back these Benefits if the written application contained a fraudulent misstatement.
Material Violation	There was a material violation of the terms of the Plan.
Improper Use of ID Card	You permitted an unauthorized person to use your ID card, or you used another person's card.
Failure to Pay	You failed to pay a required contribution.
Threatening Behavior	You committed acts of physical or verbal abuse that pose a threat to our staff, the Claims Administrator's staff, a provider, or other Covered Persons.

Survivorship Coverage

If the employee dies while covered under the Plan, the surviving spouse and any eligible dependents may continue coverage under the Plan until the end of the month following a period of 90 days subsequent to the employee's death. After the initial 90 days following the employee's date of death, coverage is then available to the surviving spouse and any eligible dependents through the COBRA provision, except for a surviving spouse of an active uniformed officer killed in the line of duty. A surviving spouse of an active uniformed officer may continue coverage on the existing plan at active rates. If a surviving spouse remarries, coverage under the Plan will terminate.

Continuation of Coverage

If your coverage ends under the Plan, you may be entitled to elect continuation coverage (coverage that continues on in some form) in accordance with federal law. Continuation coverage under COBRA (the federal Consolidated Omnibus Budget Reconciliation Act) is available only to Plans that are subject to the terms of COBRA. You can contact your Plan Administrator to determine if the Plan Sponsor is subject to the provisions of COBRA.

If you selected continuation coverage under a prior plan which was then replaced by coverage under this Plan, continuation coverage will end as scheduled under the prior plan or in accordance with the terminating events, whichever is earlier.

Riders, Amendments, Notices

Outpatient Prescription Drug Rider

Attachment I

Choice Plus

Outpatient Prescription Drug Rider

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Outpatient Prescription Drug Rider

This Rider to the Summary Plan Description provides Benefits for outpatient Prescription Drug Products.

Benefits are provided for outpatient Prescription Drug Products at a Network Pharmacy.

Because this Rider is part of a legal document, the Plan Administrator wants to give you information about the document that will help you understand it. Certain capitalized words have special meanings. The Plan Administrator has defined these words in (Section 10: Glossary of Defined Terms) of the Summary Plan Description and in (Section 3: Glossary of Defined Terms) of this Rider.

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When the words "you" and "your" are used, they are referring to people who are Covered Persons as the term is defined in the Summary Plan Description (Section 10: Glossary of Defined Terms).

NOTE: The Coordination of Benefits provision (Section 7: Coordination of Benefits) in the Summary Plan Description does not apply to Prescription Drug Products covered through this Rider. Prescription Drug Product Benefits will not be coordinated with those of any other health coverage plan.

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Introduction

Benefits for Outpatient Prescription Drug Products

Benefits are available for Outpatient Prescription Drug Products on the Prescription Drug List at a Network Pharmacy and are subject to Copayments or other payments that vary depending on which of the three tiers of the Prescription Drug List the Outpatient Prescription Drug is listed.

Coverage Policies and Guidelines

The Claims Administrator's Prescription Drug List ("PDL") Management Committee is authorized to make tier placement changes on our behalf. The PDL Management Committee makes the final classification of an FDA-approved Prescription Drug Product to a certain tier by considering a number of factors including, but not limited to, clinical and economic factors. Clinical factors may include, but are not limited to, evaluations of the place in therapy, relative safety or relative efficacy of the Prescription Drug Product, as well as whether supply limits or notification requirements should apply. Economic factors may include, but are not limited to, the Prescription Drug Product's acquisition cost including, but not limited to, available rebates, and assessments on the cost effectiveness of the Prescription Drug Product.

The Claims Administrator, with the acknowledgement of the Plan Administrator, may change the placement of a Prescription Drug Product to a higher tier (Up Tiering) and or exclude a Drug Product

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from the PDL, annually, at the beginning of the policy year. Down Tiering of a Prescription Drug Product, may occur quarterly, but no more than six times per calendar year.

When considering a Prescription Drug Product for tier placement, the PDL Management Committee reviews clinical and economic factors regarding Covered Persons as a general population. Whether a particular Prescription Drug Product is appropriate for an individual Covered Person is a determination that is made by the Covered Person and the prescribing Physician.

NOTE: The tier status of a Prescription Drug Product may change periodically based on the process described above. As a result of such changes, you may be required to pay more or less for that Prescription Drug Product. Please access www.myuhc.com through the Internet, or call the Customer Service number on your ID card for the most up-to-date tier status.

Identification Card (ID Card) - Network Pharmacy

You must either show your ID card at the time you obtain your Prescription Drug Product at a Network Pharmacy or you must provide the Network Pharmacy with identifying information that can be verified during regular business hours.

If you don't show your ID card or provide verifiable information at a Network Pharmacy, you will be required to pay the Usual and Customary Charge for the Prescription Drug Product at the pharmacy.

You may seek reimbursement from us as described in the Summary Plan Description (Section 5: How to File a Claim). When you submit a claim on this basis, you may pay more because you failed to verify your eligibility when the Prescription Drug Product was dispensed.

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The amount you are reimbursed will be based on the Prescription Drug Cost, less the required Copayment and any deductible that applies.

Designated Pharmacies

If you require certain Prescription Drug Products, the Claims Administrator may direct you to a Designated Pharmacy with whom they have an exclusive arrangement to provide those Prescription Drug Products.

In this case, Benefits will only be paid if your Prescription Order or Refill is obtained from the Designated Pharmacy.

Limitation on Selection of Pharmacies

If the Plan Administrator determines that you may be using Prescription Drug Products in a harmful or abusive manner, or with harmful frequency, your selection of Network Pharmacies may be limited. If this happens, the Plan Administrator may require you to select a single Network Pharmacy that will provide and coordinate all future pharmacy services. Benefits will be paid only if you use the designated single Network Pharmacy. If you don't make a selection within 31 days of the date the Plan Administrator notifies you, they will select a single Network Pharmacy for you.

Rebates and Other Payments

The Claims Administrator may receive rebates for certain drugs included on the Prescription Drug List, including those drugs that you purchase prior to meeting your Annual Drug Deductible. The Claims Administrator does not pass these rebates on to you, nor are they applied to your Annual Drug Deductible or taken into account in determining your Copayments.

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The Claims Administrator, and a number of its affiliated entities, conduct business with various pharmaceutical manufacturers separate and apart from this Outpatient Prescription Drug Rider. Such business may include, but is not limited to, data collection, consulting, educational grants and research. Amounts received from pharmaceutical manufacturers pursuant to such arrangements are not related to this Outpatient Prescription Drug Rider. The Claims Administrator is not required to pass on to you, and does not pass on to you, such amounts.

Coupons, Incentives and Other Communications

At various times, the Plan Administrator or the Claims Administrator may send mailings to you or to your Physician that communicate a variety of messages, including information about Prescription Drug Products. These mailings may contain coupons or offers from pharmaceutical manufacturers that enable you, at your discretion, to purchase the described drug product at a discount or to obtain it at no charge. Pharmaceutical manufacturers may pay for and/or provide the content for these mailings. Only your Physician can determine whether a change in your Prescription Order or Refill is appropriate for your medical condition.

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Section 1: What's Covered--Prescription Drug Benefits

The Plan Administrator provides Benefits under the Plan for outpatient Prescription Drug Products:

- Designated as covered at the time the Prescription Order or Refill is dispensed when obtained from a Network Pharmacy.
- Refer to exclusions in your Summary Plan Description (Section 2: What's Not Covered--Exclusions) and as listed in Section 2 of this Rider.

Benefits for Outpatient Prescription Drug Products

Benefits for outpatient Prescription Drug Products are available when the outpatient Prescription Drug Product meets the definition of a Covered Health Service or is prescribed to prevent conception.

When a Brand-name Drug Becomes Available as a Generic

When a Generic becomes available for a Brand-name Prescription Drug Product, the tier placement of the Brand-name Prescription Drug Product may change, and therefore your Copayment may change. You will pay the Copayment applicable for the tier to which the Prescription Drug Product is assigned.

Supply Limits

Benefits for Prescription Drug Products are subject to the supply limits that are stated in the "Description of Pharmacy Type and Supply Limits" column of the Benefit Information table. For a single Copayment, you may receive a Prescription Drug Product up to the stated supply limit.

Note: Some products are subject to additional supply limits based on criteria that the Claims Administrator has developed, subject to its periodic review and modification. The limit may restrict the amount dispensed per Prescription Order or Refill and/or the amount dispensed per month's supply.

You may determine whether a Prescription Drug Product has been assigned a maximum quantity level for dispensing through the Internet at www.myuhc.com or by calling Customer Service at the telephone number on your ID card.

Notification Requirements

Before certain Prescription Drug Products are dispensed to you, either your Physician, your pharmacist or you are required to notify the Claims Administrator or its designee. The reason for notification is to determine whether the Prescription Drug Product, in accordance with our approved guidelines, is each of the following:

- It meets the definition of a Covered Health Service.
- It is not Experimental, Investigational or Unproven.

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Network Pharmacy Notification

When Prescription Drug Products are dispensed at a Network Pharmacy, the prescribing provider, the pharmacist, or you are responsible for notifying the Claims Administrator.

If the Claims Administrator is not notified before the Prescription Drug Product is dispensed, you may pay more for that Prescription Order or Refill. The Prescription Drug Products requiring notification are subject to periodic review and modification. You may determine whether a particular Prescription Drug Product requires notification through the Internet at www.myuhc.com or by calling the Customer Service number on your ID card.

If the Claims Administrator is not notified before the Prescription Drug Product is dispensed, you can ask us to consider reimbursement after you receive the Prescription Drug Product. You will be required to pay for the Prescription Drug Product at the pharmacy. You may seek reimbursement from us as described in the Summary Plan Description (Section 5: How to File a Claim).

When you submit a claim on this basis, you may pay more because you did not notify the Claims Administrator before the Prescription Drug Product was dispensed. The amount you are reimbursed will be based on the Prescription Drug Cost, less the required Copayment and any deductible that applies.

Benefits may not be available for the Prescription Drug Product after the documentation provided is reviewed and it is determined that the Prescription Drug Product is not a Covered Health Service or it is Experimental, Investigational or Unproven.

To continue reading, go to right column on this page.

What You Must Pay

You are responsible for paying the Annual Drug Deductible.

You are responsible for paying the applicable Copayment described in the Benefit Information table when Prescription Drug Products are obtained from a retail or home delivery pharmacy.

The amount you pay for any of the following under this Rider will not be included in calculating **any Out-of-Pocket Maximum stated in your Summary Plan Description**:

- Copayments for Prescription Drug Products.
- The Annual Drug Deductible.
- Any non-covered drug product. You are responsible for paying 100% of the cost (the amount the pharmacy charges you) for any non-covered drug product and our contracted rates (our Prescription Drug Cost) will not be available to you.

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Payment Information

Payment Term	Description	Amounts
Annual Drug Deductible	The amount you pay for covered Prescription Drug Products at a retail or home delivery pharmacy in a calendar year before the Plan Administrator begins paying for Prescription Drug Products.	***Retail and Home Delivery Pharmacy*** $75 per Covered Person per calendar year.
Coinsurance	Your Coinsurance is determined by the tier to which the Claims Administrator's Prescription Drug List Management Committee has assigned a Prescription Drug Product. **NOTE:** The tier status of a Prescription Drug Product can change periodically, generally quarterly but no more than six times per calendar year, based on the Claims Administrator's Prescription Drug List Management Committee's periodic tiering decisions. When that occurs, your Coinsurance may change. Please access www.myuhc.com through the Internet, or call the Customer Service number on your ID card for the most up-to-date tier status.	For Prescription Drug Products at a retail Network Pharmacy, you are responsible for paying the lower of: • The applicable Coinsurance or • The Network Pharmacy's Usual and Customary Charge (which includes a dispensing fee and sales tax) for the Prescription Drug Product. For Prescription Drug Products from a home delivery Network Pharmacy, you are responsible for paying the lower of: • The applicable Coinsurance or • The Prescription Drug Cost for that Prescription Drug Product. ***See the Coinsurances stated in the Benefit Information table for amounts.***

Payment Term	Description	Amounts
Out-of-Pocket Drug Maximum	The maximum amount you are required to pay for covered Prescription Drug Products in a single calendar year. Once you reach the Out-of-Pocket Drug Maximum, you will not be required to pay any Coinsurance for covered Prescription Drug Products for the remainder of the calendar year.	$2,500 Combined Retail and Mail Order Out-of-Pocket Maximum per individual.

Description of Pharmacy Type and Supply Limits	Your Coinsurance Amount
Prescription Drugs from a Retail Network Pharmacy Benefits are provided for outpatient Prescription Drug Products dispensed by a retail Network Pharmacy. The following supply limits apply: • As written by the provider, up to a consecutive 31-day supply of a Prescription Drug Product, unless adjusted based on the drug manufacturer's packaging size, or based on supply limits. • A one-cycle supply of an oral contraceptive. You may obtain up to three cycles at one time if you pay a Coinsurance for each cycle supplied.	**Your Coinsurance is determined by the tier to which the Claims Administrator's Prescription Drug List Management Committee has assigned the Prescription Drug Product. All Prescription Drug Products on the Prescription Drug List are assigned to Tier-1, Tier-2 or Tier-3. Please access www.myuhc.com through the Internet, or call the Customer Service number on your ID card to determine tier status.** 10% of the Prescription Drug Cost, but not less than $10 per Prescription Order or Refill for a **Tier-1 Prescription Drug Product**. 25% of the Prescription Drug Cost, but not less than $25 per Prescription Order or Refill for a **Tier-2 Prescription Drug Product**. 40% of the Prescription Drug Cost, but not less than $40 per Prescription Order or Refill for a **Tier-3 Prescription Drug Product.**

Prescription Drug Products from a Home Delivery Network Pharmacy

Benefits are provided for outpatient Prescription Drug Products dispensed by a home delivery Network Pharmacy. The following supply limits apply:

- As written by the provider, up to a consecutive 90-day supply of a Prescription Drug Product, unless adjusted based on the drug manufacturer's packaging size, or based on supply limits.

To maximize your Benefit, ask your Physician to write your Prescription Order or Refill for a 90-day supply, with refills when appropriate. You will be charged a home delivery Coinsurance for any Prescription Orders or Refills sent to the home delivery pharmacy regardless of the number-of-days' supply written on the Prescription Order or Refill. Be sure your Physician writes your Prescription Order or refill for a 90-day supply, not a 30-day supply with three refills.

Your Coinsurance is determined by the tier to which the Claims Administrator's Prescription Drug List Management Committee has assigned the Prescription Drug Product. All Prescription Drug Products on the Prescription Drug List are assigned to Tier-1, Tier-2 or Tier-3. Please access www.myuhc.com through the Internet, or call the Customer Service number on your ID card to determine tier status.

For up to a 90-day supply, your Coinsurance is:

10% of the Prescription Drug Cost, but not less than $10 per Prescription Order or Refill for a **Tier-1 Prescription Drug Product**.

25% of the Prescription Drug Cost, but not less than $25 per Prescription Order or Refill for a **Tier-2 Prescription Drug Product**.

40% of the Prescription Drug Cost, but not less than $40 per Prescription Order or Refill for a **Tier-3 Prescription Drug Product.**

Section 2: What's Not Covered--Exclusions

Exclusions from coverage listed in the Summary Plan Description apply also to this Rider. In addition, the following exclusions apply:

1. Coverage for Prescription Drug Products for the amount dispensed (days' supply or quantity limit) which exceeds the supply limit.
2. Prescription Drug Products dispensed outside the United States, except as required for Emergency treatment.
3. Drugs which are prescribed, dispensed or intended for use while you are an inpatient in a Hospital, Skilled Nursing Facility, or Alternate Facility.
4. Experimental, Investigational or Unproven Services and medications; medications used for experimental indications and/or dosage regimens determined by the Claims Administrator to be experimental, investigational or unproven.
5. Prescription Drug Products furnished by the local, state or federal government. Any Prescription Drug Product to the extent payment or benefits are provided or available from the local, state or federal government (for example, Medicare) whether or not payment or benefits are received, except as otherwise provided by law.
6. Prescription Drug Products for any condition, Injury, Sickness or mental illness arising out of, or in the course of, employment for which benefits are available under any workers' compensation law or other similar laws, whether or not a claim for such benefits is made or payment or benefits are received.
7. Any product dispensed for the purpose of appetite suppression and other weight loss products.
8. A specialty medication Prescription Drug Product (including, but not limited to, immunizations and allergy serum) which, due to its characteristics as determined by the Claims Administrator, must typically be administered or supervised by a qualified provider or licensed/certified health professional in an outpatient setting. This exclusion does not apply to Depo Provera and other injectable drugs used for contraception.
9. Durable Medical Equipment. Prescribed and non-prescribed outpatient supplies, other than the diabetic supplies and inhaler spacers specifically stated as covered.
10. General vitamins, except the following which require a Prescription Order or Refill: prenatal vitamins, vitamins with fluoride, and single entity vitamins.
11. Unit dose packaging of Prescription Drug Products.
12. Medications used for cosmetic purposes.

13. Prescription Drug Products, including New Prescription Drug Products or new dosage forms, that are determined to not be a Covered Health Service.
14. Prescription Drug Products as a replacement for a previously dispensed Prescription Drug Product that was lost, stolen, broken or destroyed.
15. Prescription Drug Products when prescribed to treat infertility.
16. Prescription Drug Products for smoking cessation.
17. Any prescription medication that must be compounded into its final form by the dispensing pharmacist, Physician, or other health care provider.
18. Drugs available over-the-counter that do not require a Prescription Order or Refill by federal or state law before being dispensed. Any Prescription Drug Product that is therapeutically equivalent to an over-the-counter drug. Prescription Drug Products that are comprised of components that are available in over-the-counter form or equivalent.
19. New Prescription Drug Products and/or new dosage forms until the date they are reviewed and assigned to a tier by the Claims Administrator's Prescription Drug List Management Committee.
20. Growth hormone for children with familial short stature (short stature based upon heredity and not caused by a diagnosed medical condition).

ADDENDUM ITEM # 22

KEY FOCUS AREA: Make Government More Efficient, Effective and Economical

AGENDA DATE: September 24, 2008

COUNCIL DISTRICT(S): N/A

DEPARTMENT: Human Resources

CMO: Mary K. Suhm, 670-5306

MAPSCO: N/A

SUBJECT

Authorize **(1)** position changes; and **(2)** approval of revised salary schedules for fiscal year 2008-09

BACKGROUND

This item will authorize position additions, deletions, reclassifications, upgrades, downgrades and transfers as a result of revised program goals and budget decisions recently recommended to the City Council. A 5% pay step will be added to all Uniformed Police and Fire ranks on the Uniform Salary Schedules. Fire certification pay is increasing to more closely mirror Police certification pay. The changes in Fire certification pay are as follows: Intermediate increases from $100 to $175 per month; Advanced increases from $100 to $250 per month; and Master increases from $200 to $500 per month, effective January 1, 2009.

The Department of Labor has posted a new Federal Minimum Wage. The new minimum wage took effect July 24, 2008 increasing to $6.55/hour and the next increase will take effect July 24, 2009 to $7.25/hour. In order for us to follow this pay plan, Council must adopt the plan via the Position Classification Allocation which is revised annually. It is necessary to ratify these actions and to amend the uniform pay plan and civilian pay plan together with the budget providing for these changes.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

City Council was briefed on the proposed FY 2008-09 Budget on August 11, 2008.

FISCAL INFORMATION

Funding for this item is included as part of the adoption for the FY 2008-09 budget.

September 24, 2008

WHEREAS, the City Council of the City of Dallas has adopted a budget for the fiscal year beginning October 1, 2008; and

WHEREAS, the budget adoption is predicated upon approved salary schedules authorizing a plan of equitable pay; and

WHEREAS, it is necessary to authorize an increase from $6.55 per hour to $7.25 per hour for the Summer Youth Employment Participant classification, effective July 24, 2009; and

WHEREAS, it is necessary to authorize a 5% pay step be added to all Uniformed Police and Fire ranks, effective January 1, 2009; and

WHEREAS, it is necessary to authorize changes in Fire certification pay as follows: Intermediate increases from $100 to $175 per month; Advanced increases from $100 to $250 per month; and Master increases from $200 to $500 per month, effective January 1, 2009; and

WHEREAS, it is necessary to authorize the positions which have been deleted, upgraded, downgraded, reclassified or added in the FY 2008-09 budget due to funding and program changes; and

WHEREAS, it is necessary to transfer positions from one department to another department; and

WHEREAS, the Human Resources Department has assigned new classifications for several positions in the FY 2008-09 budget; and

WHEREAS, it is considered desirable and necessary to ratify these actions and to amend the uniform and civilian plans together with the budget providing for these changes;

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

Section 1. That the Alphabetic and Numeric lists of Classification Titles be approved, effective October 1, 2008 (Attachment A).

Section 2. That the City Manager be authorized to add, delete, reclassify and transfer positions effective October 1, 2008 and continuing (unless noted otherwise) as shown on the Attachment B until changed by subsequent Council action. All positions are permanent full-time unless noted otherwise.

Section 3. That the City Manager or designee be authorized, upon recommendation from the Director of Human Resources, to make any administrative changes necessary to maintain equity.

Section 4. That the City Manager authorizes a pay increase for Summer Youth Employment Participant from $6.55 per hour to $7.25 per hour effective July 24, 2009.

Section 5. That the City Manager authorize the Uniformed Fire and Police Salary Schedule be revised to reflect a 5% pay step to be added to all ranks, effective January 1, 2009.

Section 6. That the City Manager authorize changes in Fire certification pay as follows: Intermediate increases from $100 to $175 per month; Advanced increases from $100 to $250 per month; and Master increases from $200 to $500 per month, effective January 1, 2009; and

Section 7. That this Resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas and it is accordingly so resolved.

Distribution:

Human Resources: Rosalinda Ramirez 6AN

Attachment A

CLASSIFICATIONS TO BE ADDED AND DELETED
Effective October 1, 2008

Classifications To Be Added		
Class Code	**Position Classification Title**	**Pay Grade**
32405	Administrative Specialist	G
32406	Administrative Specialist II	H
36200	Employee Retirement Fund Information Technology Specialist	J
18014	Financial Accountant	K
46542	Forensic Firearms and Toolmark Examiner	J
52009	Helicopter Mechanic	G
26115	Neighborhood Code Representative	G
36026	Senior Computer Operations Analyst	J
46507	Senior Criminal Intelligence Analyst	H
56206	Traffic Enforcement Specialist	F

Classifications To Be Deleted		
Class Code	**Position Classification Title**	**Pay Grade**
43011	Court Specialist Supervisor	G
76401	Food Service Attendant	B
80119	Food Service Site Supervisor	A
68604	Metering Specialist	E
46521	Police Auto Pound Attendant	C
66201	Truck Driver	B
50443	Welder	C

Class Code	Job Classification Title	Pay Grade
40036	911 Call Taker	E
40006	911 Call Taker Trainee	D
22408	Abstractor	E
18016	Accountant	F
18012	Accountant II	G
18011	Accountant III	H
30018	Administrative Audit Assistant	J
56102	Administrative Hearing Officer	F
56101	Administrative Hearing Officer II	H
22204	Administrative Judge	Miscellaneous
32405	Administrative Specialist	G
32406	Administrative Specialist II	H
48003	Airport Operations Officer	G
48614	Animal Keeper	B
12439	Animal Keeper II	C
12419	Animal Research Technician	E
48609	Animal Services Officer	D
70036	Apprentice Water Plant Operator	C
24413	Aquarium and Zoo Director	Miscellaneous
16415	Arborist	G
00008	Architect	K
00007	Architect Assistant	I
16406	Assistant Building Official	M
22013	Assistant City Attorney I	L1
22020	Assistant City Attorney II	L2
18101	Assistant City Auditor I	A1
18102	Assistant City Auditor II	A2
18103	Assistant City Auditor III	A3
18104	Assistant City Auditor IV	A4
18105	Assistant City Auditor V	A5

Class Code	Job Classification Title	Pay Grade
18018	Assistant City Controller	M
24101	Assistant City Manager	S
24725	Assistant City Secretary	Miscellaneous
24830	Assistant Director I	O
24850	Assistant Director II	P
24718	Assistant Director Parks and Recreation	Miscellaneous
14301	Assistant Greens Superintendent	F
30015	Assistant to Mayor	K
22202	Associate Municipal Judge	Miscellaneous
58001	Audiovisual Technician	D
18024	Audit Accountant	M
18006	Auditor	J
52038	Automotive Body Repairer II	E
46516	Bailiff	F
20962	Benefits Specialist	H
09018	Branch Delivery Assistant	D
18020	Budget Analyst	G
18032	Budget Analyst II	H
20207	Buyer	F
20202	Buyer II	G
20208	Buyer III	H
50002	Carpenter	D
26030	Caseworker	G
26031	Caseworker II	H
18028	Cash Management Analyst	I
34305	Cashier	B
52015	Certified Technician	G
04203	Chemist	H
58414	Chief Broadcast Technician	G
02214	Chief City Surveyor	N

Class Code	Job Classification Title	Pay Grade
46525	Chief Deputy City Marshal	I
24334	Chief Financial Officer	S
24327	Chief Information Officer	R
28044	Chief Planner	L
30308	Chief Real Estate Specialist	L
43001	City Archivist	I
24300	City Attorney	Miscellaneous
24301	City Auditor	Miscellaneous
24806	City Controller	Q
24100	City Manager	Miscellaneous
46510	City Marshal	M
24302	City Secretary	Miscellaneous
24722	Civil Service Assistant Director	Miscellaneous
24304	Civil Service Board Secretary	Miscellaneous
34311	Collector	E
26022	Community Outreach Representative	F
26027	Community Service Worker	B
02005	Computer Aided Drafting Technician	E
36025	Computer Forms Analyst	F
36025	Computer Operations Analyst	I
36016	Computer Operator	C
36017	Computer Operator II	F
16608	Construction Contract Administrator	H
20006	Contract Compliance Administrator	F
30019	Coordinator	G
30020	Coordinator II	H
30017	Coordinator III	I
30021	Coordinator IV	J
24003	Council Assistant	J
32208	Council Secretary	F

Class Code	Job Classification Title	Pay Grade
43007	Court Specialist	C
43009	Court Specialist II	D
50053	Crew Leader	E
46535	Crime Scene Analyst	H
46539	Crime Scene Analyst Trainer	J
46531	Crime Scene Technician	F
46534	Crime Technician	E
50403	Custodian	B
40040	Customer Service Agent	E
40038	Customer Service Representative	C
40019	Customer Service Representative II	D
36531	Database Analyst	L
36100	Departmental Technology Analyst	I
46527	Deputy City Marshal	F
02503	Design Technician	C
02504	Design Technician II	F
48030	Detention Officer	D
24380	Director I	Q
24390	Director II	R
06004	Director of Medical Emergency Services	Miscellaneous
30801	Display Artist	F
02009	Drafter	E
29004	Economic Development Analyst	I
43005	Election Manager	K
58512	Electrician	F
58511	Electrician Assistant	D
58516	Electronic Technician	F
58515	Electronic Technician Assistant	D
24307	Employee Retirement Fund Administrator	Miscellaneous
24741	Employee Retirement Fund Assistant Administrator	Miscellaneous

Class Code	Job Classification Title	Pay Grade
24460	Employee Retirement Fund Compliance Officer	Miscellaneous
36200	Employee Retirement Fund Information Technology Specialist	J
24309	Employee Retirement Fund Investment Officer	Miscellaneous
00702	Engineer	K
00701	Engineer Assistant	I
02500	Engineering Aide	B
06401	Environmental Coordinator	H
06402	Environmental Coordinator II	I
06403	Environmental Coordinator III	K
06301	Environmental Specialist	D
06302	Environmental Specialist II	F
06303	Environmental Specialist III	G
06300	Environmental Specialist Trainee	C
06130	Epidemiologist	J
60215	Equipment Operator	D
24002	Executive Assistant	I
22012	Executive Assistant City Attorney	L5
24120	Executive General Manager	Miscellaneous
32209	Executive Secretary	E
26092	Fair Housing Administrator	M
26094	Fair Housing Conciliator	G
26097	Fair Housing Investigator	F
18014	Financial Accountant	K
34004	Financial Specialist	E
44002	Fire and Rescue Officer	F2
44101	Fire and Rescue Officer Trainee I	F2-1
44102	Fire and Rescue Officer Trainee II	F2-1
44103	Fire and Rescue Officer Trainee III	F2-1
44011	Fire Assistant Chief	F8
44008	Fire Battalion Section Chief	F6

Class Code	Job Classification Title	Pay Grade
44007	Fire Captain	F5
24311	Fire Chief	F9
24447	Fire Deputy Chief	F7
44004	Fire Driver - Engineer	F3
44006	Fire Lieutenant	F4
44016	Fire Prevention Captain	F5
44015	Fire Prevention Lieutenant	F4
44005	Fire Prevention Officer	F2
44201	Fire Prevention Officer Trainee I	F2-1
44202	Fire Prevention Officer Trainee II	F2-1
44203	Fire Prevention Officer Trainee III	F2-1
44025	Fire Prevention Section Chief	F6
44026	Fire Second Driver	F2
44014	Fire Senior Prevention Officer	F3
40010	Fire Technology Specialist	J
24103	First Assistant City Manager	T
46540	Forensic Fingerprint Expert	J
46542	Forensic Firearms and Toolmark Examiner	J
46541	Forensic Services Administrator	M
76103	Forensic Video Specialist	G
66217	Fuel Transport Operator	E
20911	Fund Analyst	I
20916	Fund Development Representative	H
24121	General Manager	Miscellaneous
35545	Geographic Information Systems Analyst	H
35546	Geographic Information Systems Analyst II	I
35547	Geographic Information Systems Analyst III	J
36540	Geographic Information Systems Manager	M
36534	Geographic Information Systems Support Technician	E
36538	Geographic Information Systems Technician Manager	L

Class Code	Job Classification Title	Pay Grade
30802	Graphics Designer	H
14302	Greens Superintendent	H
72028	Hazardous Waste Inspector	F
50019	Heating, Ventilation, Air Conditioning Mechanic	E
60216	Heavy Equipment Operator	E
52009	Helicopter Mechanic	G
26090	Housing Compliance Administrator	N
20023	Human Resources Analyst	G
20033	Human Resources Analyst II	H
20022	Human Resources Assistant	G
20814	Human Services Program Specialist	H
36502	Information Technology Analyst	H
36503	Information Technology Analyst II	I
36404	Information Technology Architect	N
36405	Information Technology Business Analyst	H
36406	Information Technology Business Analyst II	I
36407	Information Technology Business Analyst III	J
36408	Information Technology Business Analyst IV	L
36409	Information Technology Business Analyst V	M
36400	Information Technology Consultant	L
36402	Information Technology Engineer	K
36505	Information Technology Manager	M
16605	Inspector	D
16606	Inspector II	F
16412	Inspector III	G
20001	Instructor	G
29008	Intergovernmental Affairs Representative	J
24110	Intern	C
24111	Intern II	D
46536	Internal Control Specialist	H

Class Code	Job Classification Title	Pay Grade
46538	Investigative Support Specialist	G
50025	Irrigation Technician	C
56107	Judicial Hearing Officer	M
64003	Laborer	B
64004	Laborer II	C
00014	Landscape Architect	J
00013	Landscape Architect Assistant	H
50406	Lead Custodian	C
22014	Legal Assistant	LA
32203	Legal Secretary	C
09740	Librarian	H
09741	Librarian II	I
09523	Library Associate	F
06116	Licensed Vocational Nurse	D
22017	Litigation Manager	L
26003	Loan Services Representative	G
56040	Machinist	C
24113	Management Development Associate	H
30010	Manager	I
30011	Manager II	K
30012	Manager III	M
58514	Master Electrician	I
24001	Mayor/Council Member (non-employee)	Miscellaneous
56001	Mechanic	C
56002	Mechanic II	E
40021	Monorail Guide	B
24423	Municipal Judge	Miscellaneous
52009	Neighborhood Code Representative	G
36010	Network Analyst	I
36006	Network Analyst II	J

Class Code	Job Classification Title	Pay Grade
36008	Network Technician	G
06513	Nutritionist	G
32401	Office Assistant	B
32402	Office Assistant II	D
09000	Page	A
50034	Painter	D
14675	Park Planner	K
46300	Park Ranger	PR2
46301	Park Ranger Supervisor	PR4
66200	Parking Attendant	B
56201	Parking Enforcement Officer	D
24322	Parks and Recreation Director	Miscellaneous
34005	Payroll Specialist	D
20941	Pension Benefits Specialist	H
14033	Pesticide Applicator	E
76105	Photographic Technician	C
06002	Physician	O
06003	Physician Manager	P
28041	Planner	G
28042	Planner II	H
28056	Planning Technician	D
16401	Plans Examiner	G
50010	Plumber	D
24324	Police and Fire Pension Administrator	Miscellaneous
24703	Police and Fire Pension Fund Assistant Administrator	Miscellaneous
46027	Police Assistant Chief	P8
46501	Police Cadet	D
46014	Police Captain	P6
24312	Police Chief	P9
46005	Police Corporal	P2

Class Code	Job Classification Title	Pay Grade
24433	Police Deputy Chief	P7
46522	Police Dispatcher	F
46013	Police Lieutenant	P5
46004	Police Officer	P2
46101	Police Officer Trainee I	P2-1
46102	Police Officer Trainee II	P2-1
46103	Police Officer Trainee III	P2-1
40035	Police Report Representative	E
46509	Police Research Specialist	G
46016	Police Senior Corporal	P3
46011	Police Sergeant	P4
14324	Pool Associate	A
14320	Pool Manager	A
50707	Pool Mechanic	E
76001	Press Operator	C
36523	Programmer/Analyst	H
36524	Programmer/Analyst II	I
36528	Programming Analyst Project Manager	M
02501	Project Assistant	F
02520	Project Coordinator	H
02514	Project Coordinator II	I
02518	Project Coordinator III	J
06503	Psychologist	N
06113	Public Health Nurse	H
06107	Public Health Nurse Practitioner	K
06511	Public Health Nutritionist	H
40049	Public Information Officer	I
40008	Public Information Representative	E
40007	Public Information Representative II	G
46503	Public Service Officer	C

Class Code	Job Classification Title	Pay Grade
74022	Radio Announcer	E
43000	Records Management Officer	K
14522	Recreation Center Assistant	B
14520	Recreation Program Specialist	C
26002	Relocation Specialist	G
99999	Retiree (non-employee)	
20849	Risk Analyst	H
50014	Roofer	C
20829	Safety Officer	G
20828	Safety Officer II	H
76200	Sales Manager	Miscellaneous
76203	Sales Representative	Miscellaneous
06206	Sanitarian	G
06205	Sanitarian Trainee	E
48005	School Crossing Guard	A
14432	Seasonal Maintenance Worker	A
36610	Security Analyst	H
48020	Security Officer	E
40056	Senior 911 Call Taker	F
18013	Senior Accountant	I
56100	Senior Administrative Hearing Officer	I
48002	Senior Airport Operations Officer	H
12438	Senior Animal Keeper	D
48610	Senior Animal Services Officer	F
00009	Senior Architect	M
22011	Senior Assistant City Attorney I	L3
22019	Senior Assistant City Attorney II	L4
18007	Senior Auditor	L
20963	Senior Benefits Specialist	I
18033	Senior Budget Analyst	I

Class Code	Job Classification Title	Pay Grade
20203	Senior Buyer	I
50004	Senior Carpenter	E
26032	Senior Caseworker	I
52018	Senior Certified Technician	H
04202	Senior Chemist	I
26028	Senior Community Service Worker	C
36026	Senior Computer Operations Analyst	J
20003	Senior Contract Compliance Administrator	H
30022	Senior Coordinator	L
43012	Senior Court Specialist	E
50054	Senior Crew Leader	F
46507	Senior Criminal Intelligence Analyst	H
40039	Senior Customer Service Representative	E
46526	Senior Deputy City Marshal	H
02505	Senior Design Technician	G
58517	Senior Electronic Technician	G
00703	Senior Engineer	M
06404	Senior Environmental Coordinator	L
30005	Senior Executive Assistant	J
22021	Senior Executive Assistant City Attorney	L6
32220	Senior Executive Secretary	G
35548	Senior Geographic Information Systems Analyst	K
36533	Senior Geographic Information Systems Support Technician	G
14303	Senior Greens Superintendent	J
50020	Senior Heating, Ventilation, Air Conditioning Mechanic	F
20034	Senior Human Resources Analyst	I
36504	Senior Information Technology Analyst	J
36401	Senior Information Technology Consultant	M
36403	Senior Information Technology Engineer	M
36525	Senior Information Technology Manager	N

Class Code	Job Classification Title	Pay Grade
16405	Senior Inspector	H
24112	Senior Intern	G
50026	Senior Irrigation Technician	E
00015	Senior Landscape Architect	L
32207	Senior Legal Secretary	E
09743	Senior Librarian	J
56041	Senior Machinist	F
50052	Senior Maintenance Worker	D
56003	Senior Mechanic	F
32403	Senior Office Assistant	F
56205	Senior Parking Enforcement Officer	E
12427	Senior Parks and Recreation Manager	N
34006	Senior Payroll Specialist	E
20943	Senior Pension Specialist	K
28043	Senior Planner	J
16404	Senior Plans Examiner	H
50011	Senior Plumber	F
46524	Senior Police Dispatcher	H
40032	Senior Police Report Representative	F
30013	Senior Program Manager	N
36526	Senior Programmer/Analyst	K
02519	Senior Project Coordinator	L
06109	Senior Public Health Nurse	I
40050	Senior Public Information Officer	J
40004	Senior Public Information Representative	H
30307	Senior Real Estate Specialist	I
20836	Senior Risk Analyst	I
50015	Senior Roofer	D
36609	Senior Security Analyst	K
48019	Senior Security Officer	F
38015	Senior Storekeeper	E

Class Code	Job Classification Title	Pay Grade
36507	Senior Systems Programmer	L
36607	Senior Telecommunications Analyst	J
14412	Senior Therapeutic Recreation Specialist	H
66216	Senior Truck Driver	D
14718	Senior Usher	B
26106	Senior Water Field Representative	F
50043	Senior Welder	E
63014	Service Agent	G
62005	Sign Fabricator	C
38006	Storekeeper	B
38009	Storekeeper II	C
32412	Student Worker	A
80120	Summer Youth Employment Program Participant	Miscellaneous
30023	Supervisor	G
30024	Supervisor II	H
30025	Supervisor III	I
30026	Supervisor IV	J
02221	Survey Crew Chief	F
02218	Surveyor	K
02203	Surveyor Assistant	D
02219	Surveyor Trainee	I
36508	Systems Programmer	K
36606	Telecommunications Analyst	I
36608	Telecommunications Manager	L
36602	Telecommunications Service Representative	F
76802	Temporary Help	Miscellaneous
14407	Therapeutic Recreation Assistant	D
14410	Therapeutic Recreation Specialist	G
24404	Third Tier Executive	N
22407	Title Examiner	G
50007	Trades Helper	B

Class Code	Job Classification Title	Pay Grade
36011	Traffic Control System Operator	E
56206	Traffic Enforcement Specialist	F
36023	Traffic Management Specialist	G
40009	Translator	F
66214	Truck Driver II	C
28045	Urban Policy Analyst	K
14720	Usher	A
12413	Veterinarian	L
12410	Veterinary Assistant	E
12415	Veterinary Technologist	E
74007	Video Specialist	F
68613	Water Field Representative	C
68511	Water Field Representative II	E
54021	Water Instrument Technician	F
68505	Water Meter Reader	B
68508	Water Meter Reading Representative	E
70037	Water Plant Operator	F
36509	Web Designer	J
68639	Wholesale Service Representative	I
74003	WRR-FM Manager	Miscellaneous
12400	Zoo Curator	K
12416	Zoologist	H

Attachment B

CITY OF DALLAS
CIVILIAN SALARY SCHEDULE
Effective October 1, 2008

Grade	Minimum				Midpoint				Maximum				Grade
	Annual	Monthly	Biweekly	Hourly	Annual	Monthly	Biweekly	Hourly	Annual	Monthly	Biweekly	Hourly	
A	$17,321	$1,443.42	$666.19	$8.3274	$22,951	$1,912.54	$882.71	$11.0339	$28,580	$2,381.67	$1,099.23	$13.7404	A
B	$21,651	$1,804.25	$832.73	$10.4091	$28,688	$2,390.63	$1,103.37	$13.7921	$35,724	$2,977.00	$1,374.00	$17.1750	B
C	$23,816	$1,984.67	$916.00	$11.4500	$31,556	$2,629.67	$1,213.69	$15.1712	$39,296	$3,274.67	$1,511.38	$18.8923	C
D	$26,197	$2,183.08	$1,007.58	$12.5947	$34,712	$2,892.63	$1,335.06	$16.6882	$43,226	$3,602.17	$1,662.54	$20.7817	D
E	$28,817	$2,401.42	$1,108.35	$13.8543	$38,183	$3,181.88	$1,468.56	$18.3570	$47,548	$3,962.33	$1,828.77	$22.8596	E
F	$32,010	$2,667.50	$1,231.15	$15.3894	$42,941	$3,578.42	$1,651.58	$20.6447	$53,872	$4,489.33	$2,072.00	$25.9000	F
G	$35,211	$2,934.25	$1,354.27	$16.9284	$47,235	$3,936.25	$1,816.73	$22.7091	$59,259	$4,938.25	$2,279.19	$28.4899	G
H	$38,732	$3,227.67	$1,489.69	$18.6212	$51,959	$4,329.88	$1,998.40	$24.9800	$65,185	$5,432.08	$2,507.12	$31.3389	H
I	$42,605	$3,550.42	$1,638.65	$20.4832	$57,155	$4,762.88	$2,198.25	$27.4781	$71,704	$5,975.33	$2,757.85	$34.4731	I
J	$46,865	$3,905.42	$1,802.50	$22.5313	$62,870	$5,239.13	$2,418.06	$30.2257	$78,874	$6,572.83	$3,033.62	$37.9202	J
K	$51,552	$4,296.00	$1,982.77	$24.7846	$69,157	$5,763.08	$2,659.88	$33.2486	$86,762	$7,230.17	$3,337.00	$41.7125	K
L	$56,707	$4,725.58	$2,181.04	$27.2630	$76,540	$6,378.33	$2,943.85	$36.7981	$96,373	$8,031.08	$3,706.65	$46.3332	L
M	$62,378	$5,198.17	$2,399.15	$29.9894	$84,195	$7,016.21	$3,238.25	$40.4781	$106,011	$8,834.25	$4,077.35	$50.9668	M
N	$68,615	$5,717.92	$2,639.04	$32.9880	$92,614	$7,717.79	$3,562.06	$44.5257	$116,612	$9,717.67	$4,485.08	$56.0635	N
O	$75,477	$6,289.75	$2,902.96	$36.2870	$101,875	$8,489.58	$3,918.27	$48.9784	$128,273	$10,689.42	$4,933.58	$61.6697	O
P	$83,025	$6,918.75	$3,193.27	$39.9159	$112,063	$9,338.54	$4,310.10	$53.8762	$141,100	$11,758.33	$5,426.92	$67.8365	P
Q	$91,327	$7,610.58	$3,512.58	$43.9072	$124,022	$10,335.17	$4,770.08	$59.6260	$156,717	$13,059.75	$6,027.58	$75.3447	Q
R	$100,460	$8,371.67	$3,863.85	$48.2981	$136,425	$11,368.71	$5,247.10	$65.5887	$172,389	$14,365.75	$6,630.35	$82.8793	R
S	$110,506	$9,208.83	$4,250.23	$53.1279	$150,067	$12,505.58	$5,771.81	$72.1476	$189,628	$15,802.33	$7,293.38	$91.1673	S
T	$121,556	$10,129.67	$4,675.23	$58.4404	$165,074	$13,756.13	$6,348.98	$79.3623	$208,591	$17,382.58	$8,022.73	$100.2841	T

Attachment B

CITY OF DALLAS
MISCELLANEOUS SALARY SCHEDULE
Effective October 1, 2008

CLASS CODE	TITLE			MINIMUM	MAXIMUM
06004	Director of Medical Emergency Services			Salary Determined By Council or Board	
22202	Associate Municipal Judge			Salary Determined By City Secretary	
22204	Administrative Judge			Salary Determined By Council or Board	
24001	Council Member/Mayor (Non-employee)			Salary Determined By Council or Board	
24100	City Manager			Salary Determined By Council or Board	
24120	Executive General Manager			Salary Determined By Council	
24121	General Manager			Salary Determined By Council	
24300	City Attorney			Salary Determined By Council	
24301	City Auditor			Salary Determined By Council	
24302	City Secretary*			Salary Determined By Council or Board	
24304	Secretary to Civil Service Board			Salary Determined By City Charter	
24307	Employee Retirement Fund Administrator			Salary Determined By City Manager	
24309	Employee Retirement Fund Investment Officer			Salary Determined By Council or Board	
24322	Park and Recreation Director			Salary Determined By Council or Board	
24324	Police and Fire Pension Fund Administrator			Salary Determined By City Manager	
24413	Aquarium and Zoo Director			Salary Determined By City Manager	
24423	Municipal Judge			Salary Determined By Council or Board	
24460	Employee Retirement Fund Compliance Officer			Salary Determined By Council or Board	
24718	Park and Recreation Assistant Director			Salary Determined By Council or Board	
24722	Civil Service Assistant Director			Salary Determined By Council or Board	
24725	Assistant City Secretary*			Salary Determined By Council or Board	
24741	Employee Retirement Fund Assistant Administrator			Salary Determined By Council or Board	
74003	WRR-FM Manager	**	Range - Annual	66,617.22	109,918.26
			- Monthly	5,551.44	9,159.86
			- Biweekly	2,562.20	4,227.63
76200	Sales Manager	**	Range - Annual	25,254.86	31,568.56
			- Monthly	2,104.57	2,630.71
			- Biweekly	971.34	1,214.18
76203	Sales Representative		1,000 - 3,000 draw against commission		
80120	SYEP Participant			6.55	7.86
	(paid hourly)		Effective 7/24/09	7.25	8.25
76802	Temporary Help			Hourly Salary Varies By Assignment	

ASSIGNMENT PAY:

Language Skills	$110, $150/month
Shift Pay (see Police for First Watch Pay)	2% of Pay
Lew Sterrett Clerical Personnel	$50 / month
Dallas Zoo Emergency Weapons Team	$300 semi-annually

*Other positions in City Secretary's Office included on civilian Salary Schedule

** Eligible for commission

Attachment B

CITY OF DALLAS
AUDITOR SALARY SCHEDULE
Effective October 1, 2008

Grade	Minimum				Midpoint				Maximum				Grade
	Annual	Monthly	Biweekly	Hourly	**Annual**	Monthly	Biweekly	Hourly	**Annual**	Monthly	Biweekly	Hourly	
A5	**$92,000**	$7,666.67	$3,538.46	$44.2308	**$133,400**	$11,116.67	$5,130.77	$64.1346	**$174,800**	$14,566.67	$6,723.08	$84.0385	**A5**
A4	**$80,000**	$6,666.67	$3,076.92	$38.4615	**$112,000**	$9,333.33	$4,307.69	$53.8462	**$144,000**	$12,000.00	$5,538.46	$69.2308	**A4**
A3	**$68,000**	$5,666.67	$2,615.38	$32.6923	**$90,100**	$7,508.33	$3,465.38	$43.3173	**$112,200**	$9,350.00	$4,315.38	$53.9423	**A3**
A2	**$51,000**	$4,250.00	$1,961.54	$24.5192	**$63,750**	$5,312.50	$2,451.92	$30.6490	**$76,500**	$6,375.00	$2,942.31	$36.7788	**A2**
A1	**$42,000**	$3,500.00	$1,615.38	$20.1923	**$50,400**	$4,200.00	$1,938.46	$24.2308	**$58,800**	$4,900.00	$2,261.54	$28.2692	**A1**

Attachment B

CITY OF DALLAS
LEGAL SALARY SCHEDULE
Effective October 1, 2008

Grade	Minimum				Midpoint				Maximum				Grade
	Annual	Monthly	Biweekly	Hourly	**Annual**	Monthly	Biweekly	Hourly	**Annual**	Monthly	Biweekly	Hourly	
L6	**$123,600**	$10,300.00	$4,753.85	$59.4231	**$190,200**	$15,850.00	$7,315.38	$91.4423	**$256,800**	$21,400.00	$9,876.92	$123.4615	**L6**
L5	**$82,915**	$6,909.58	$3,189.04	$39.8630	**$124,383**	$10,365.21	$4,783.94	$59.7993	**$165,850**	$13,820.83	$6,378.85	$79.7356	**L5**
L4	**$68,495**	$5,707.92	$2,634.42	$32.9303	**$103,148**	$8,595.63	$3,967.21	$49.5901	**$137,800**	$11,483.33	$5,300.00	$66.2500	**L4**
L3	**$61,800**	$5,150.00	$2,376.92	$29.7115	**$88,140**	$7,345.00	$3,390.00	$42.3750	**$114,480**	$9,540.00	$4,403.08	$55.0385	**L3**
L2	**$51,500**	$4,291.67	$1,980.77	$24.7596	**$65,125**	$5,427.08	$2,504.81	$31.3101	**$78,750**	$6,562.50	$3,028.85	$37.8606	**L2**
L1	**$46,350**	$3,862.50	$1,782.69	$22.2837	**$56,250**	$4,687.50	$2,163.46	$27.0433	**$66,150**	$5,512.50	$2,544.23	$31.8029	**L1**
LA	**$38,732**	$3,227.68	$1,489.70	$18.6212	**$51,940**	$4,328.35	$1,997.70	$24.9713	**$65,148**	$5,429.03	$2,505.70	$31.3213	**LA**

Attachment B

CITY OF DALLAS
UNIFORMED PARK RANGER SALARY SCHEDULE
Effective October 1, 2008

CLASS CODE	RANK	GRADE -STEP	MONTHLY	ANNUAL
46300	Park Ranger, Start (Probation Complete)	PR2 - 1	$3,474.19	$41,690
46300	Park Ranger, 4 Months	PR2 - 2	$3,646.19	$43,754
46300	Park Ranger, 1 Years	PR2 - 3	$3,827.72	$45,933
46300	Park Ranger, 1 Years	PR2 - 4	$4,020.74	$48,249
46300	Park Ranger, 1 Years	PR2 - 5	$4,221.39	$50,657
46300	Park Ranger, 1 Years	PR2 - 6	$4,431.60	$53,179
46300	Park Ranger, 1 Years	PR2 - 7	$4,655.20	$55,862
46300	Park Ranger, 1 Years	PR2 - 8	$4,886.42	$58,637
46300	Park Ranger, 1 Years	PR2 - 9	$5,131.03	$61,572
46300	Park Ranger, 15 Months *	PR2 - 10	$5,387.58	$64,651
46301	Park Ranger Supervisor, Start	PR4 - 1	$4,102.90	$49,235
46301	Park Ranger Supervisor, 1 Year	PR4 - 2	$4,402.94	$52,835
46301	Park Ranger Supervisor, 1 Year	PR4 - 3	$4,622.70	$55,472
46301	Park Ranger Supervisor, 1 Year	PR4 - 4	$4,853.94	$58,247
46301	Park Ranger Supervisor, 2 Year	PR4 - 5	$5,096.62	$61,159
46301	Park Ranger Supervisor, 2 Year	PR4 - 6	$5,350.80	$64,210
46301	Park Ranger Supervisor, 2 Year	PR4 - 7	$5,620.25	$67,443
46301	Park Ranger Supervisor, 2 Year	PR4 - 8	$5,901.17	$70,814
46301	Park Ranger Supervisor, 2 Year	PR4 - 9	$6,195.45	$74,345
46301	Park Ranger Supervisor, 15 Months *	PR4 - 10	$6,505.23	$78,063

* Employees must be in this step for 15 months before moving to next step

Attachment B

PARK RANGER SPECIAL PAY

Effective October 1, 2008

Service Pay (applicable to all ranks)

Each officer shall receive the City of Dallas Incentive Pay as outlined in Administrative Directive 3-47

Educational Incentive Pay (applicable to all ranks)

Rate: $4 per month for each 3 semester hours of college credit earned after the first 45 hours up to 45 hours (90 hours total)
Maximum: $60 for 45 hours (90 total), or $100 per month for Bachelor's Degree

Certification Pay (applicable to all ranks)

Rate: TCLEOSE Intermediate Certification: $200 per month
TCLEOSE Master Certification: $500 per month
Note: Certification requirements and TCLEOSE verification must be completed by 10/31/07 in order to receive payment

Patrol Duty Pay

Applicable to Park Ranger rank
Paid for assignment to a Patrol, Traffic, Special Operations Divisons and Gang Unit according to the following schedule:

6 Years Service	$100 per month
8 Years Service	$125 per month
10 Years Service	$150 per month

The Special Operations units of Special Events Planning, Extra Job Unit, and Alarm Unit do not respond to calls and are excluded.

Shift Assignment Pay

Rate: 3.5% for Park Ranger

First Watch Assignment Pay (applicable to all ranks)

Rate: 6.5% for First Watch from 12:00 midnight to 8:00am

Attachment B

CITY OF DALLAS
UNIFORMED PARK RANGER SALARY SCHEDULE
Effective January 1, 2009

CLASS CODE	RANK	GRADE-STEP	MONTHLY	ANNUAL
46300	Park Ranger, Start (Probation Complete)	PR2 - 1	$3,474	$41,690
46300	Park Ranger, 4 Months	PR2 - 2	$3,646	$43,754
46300	Park Ranger, 1 Year	PR2 - 3	$3,828	$45,933
46300	Park Ranger, 1 Year	PR2 - 4	$4,021	$48,249
46300	Park Ranger, 1 Year	PR2 - 5	$4,221	$50,657
46300	Park Ranger, 1 Year	PR2 - 6	$4,432	$53,179
46300	Park Ranger, 1 Year	PR2 - 7	$4,655	$55,862
46300	Park Ranger, 1 Year	PR2 - 8	$4,886	$58,637
46300	Park Ranger, 1 Year	PR2 - 9	$5,131	$61,572
46300	Park Ranger, 15 Months *	PR2 - 10	$5,388	$64,651
46300	Park Ranger, 1 Year	PR2 - 11	$5,657	$67,884
46301	Park Ranger Supervisor, Start	PR4 - 1	$4,103	$49,235
46301	Park Ranger Supervisor, 1 Year	PR4 - 2	$4,403	$52,835
46301	Park Ranger Supervisor, 1 Year	PR4 - 3	$4,623	$55,472
46301	Park Ranger Supervisor, 1 Year	PR4 - 4	$4,854	$58,247
46301	Park Ranger Supervisor, 1 Year	PR4 - 5	$5,097	$61,159
46301	Park Ranger Supervisor, 1 Year	PR4 - 6	$5,351	$64,210
46301	Park Ranger Supervisor, 1 Year	PR4 - 7	$5,620	$67,443
46301	Park Ranger Supervisor, 1 Year	PR4 - 8	$5,901	$70,814
46301	Park Ranger Supervisor, 1 Year	PR4 - 9	$6,195	$74,345
46301	Park Ranger Supervisor, 15 Months *	PR4 - 10	$6,505	$78,063
46301	Park Ranger Supervisor, 1 Year	PR4 - 11	$6,830	$81,966

* Employees must be in this step for 15 months before moving to next step

Attachment B

CITY OF DALLAS
UNIFORMED POLICE SALARY SCHEDULE
Effective October 1, 2008

CLASS CODE	RANK	GRADE STEP	MONTHLY	ANNUAL
46101	Police Officer Trainee I	P2 - 1	$3,474	$41,690
46102	Police Officer Trainee II	P2 - 1	$3,474	$41,690
46103	Police Officer Trainee III	P2 - 1	$3,474	$41,690
46004	Police Officer	P2 - 1	$3,474	$41,690
46004	Police Officer, 1 Year	P2 - 2	$3,646	$43,754
46004	Police Officer, 1 Year	P2 - 3	$3,828	$45,933
46004	Police Officer, 1 Year	P2 - 4	$4,021	$48,249
46004	Police Officer, 1 Year	P2 - 5	$4,221	$50,657
46004	Police Officer, 1 Year	P2 - 6	$4,432	$53,179
46004	Police Officer, 1 Year	P2 - 7	$4,655	$55,862
46004	Police Officer, 1 Year	P2 - 8	$4,886	$58,637
46004	Police Officer, 1 Year	P2 - 9	$5,131	$61,572
46004	Police Officer, 15 Months *	P2 - 10	$5,388	$64,651
46005	Police Corporal, 1Year	P2 - 4	$4,021	$48,249
46005	Police Corporal, 1Year	P2 - 5	$4,221	$50,657
46005	Police Corporal, 1Year	P2 - 6	$4,432	$53,179
46005	Police Corporal, 1Year	P2 - 7	$4,655	$55,862
46005	Police Corporal, 1Year	P2 - 8	$4,886	$58,637
46005	Police Corporal, 1Year	P2 - 9	$5,131	$61,572
46005	Police Corporal, 15 Months *	P2 - 10	$5,388	$64,651
46016	Police Senior Corporal, Start	P3 - 1	$3,572	$42,860
46016	Police Senior Corporal, 1 Year	P3 - 2	$3,763	$45,153
46016	Police Senior Corporal, 1 Year	P3 - 3	$4,021	$48,249
46016	Police Senior Corporal, 1 Year	P3 - 4	$4,221	$50,657
46016	Police Senior Corporal, 1 Year	P3 - 5	$4,432	$53,179
46016	Police Senior Corporal, 1 Year	P3 - 6	$4,655	$55,862
46016	Police Senior Corporal, 1 Year	P3 - 7	$4,886	$58,637
46016	Police Senior Corporal, 1 Year	P3 - 8	$5,131	$61,572
46016	Police Senior Corporal, 1 Year	P3 - 9	$5,387	$64,645
46016	Police Senior Corporal, 1 Year	P3 - 10	$5,657	$67,879
46016	Police Senior Corporal, 15 Months *	P3 - 11	$5,940	$71,273

CLASS CODE	RANK	GRADE STEP	MONTHLY	ANNUAL
46011	Police Sergeant, Start	P4 - 1	$4,103	$49,235
46011	Police Sergeant, 1 Year	P4 - 2	$4,403	$52,835
46011	Police Sergeant, 1 Year	P4 - 3	$4,623	$55,472
46011	Police Sergeant, 1 Year	P4 - 4	$4,854	$58,247
46011	Police Sergeant, 1 Year	P4 - 5	$5,097	$61,159
46011	Police Sergeant, 1 Year	P4 - 6	$5,351	$64,210
46011	Police Sergeant, 1 Year	P4 - 7	$5,620	$67,443
46011	Police Sergeant, 1 Year	P4 - 8	$5,901	$70,814
46011	Police Sergeant, 1 Year	P4 - 9	$6,195	$74,345
46011	Police Sergeant, 15 Months *	P4 - 10	$6,505	$78,063
46013	Police Lieutenant, Start	P5 - 1	$4,502	$54,028
46013	Police Lieutenant, 1 Year	P5 - 2	$4,823	$57,880
46013	Police Lieutenant, 1 Year	P5 - 3	$5,064	$60,770
46013	Police Lieutenant, 1 Year	P5 - 4	$5,318	$63,820
46013	Police Lieutenant, 1 Year	P5 - 5	$5,584	$67,007
46013	Police Lieutenant, 1 Year	P5 - 6	$5,863	$70,355
46013	Police Lieutenant, 1 Year	P5 - 7	$6,155	$73,864
46013	Police Lieutenant, 1 Year	P5 - 8	$6,463	$77,556
46013	Police Lieutenant, 1 Year	P5 - 9	$6,786	$81,431
46013	Police Lieutenant, 15 Months *	P5 - 10	$7,125	$85,503
46014	Police Captain, Start	P6 - 1	$4,940	$59,279
46014	Police Captain, 1 Year	P6 - 2	$5,292	$63,499
46014	Police Captain, 1 Year	P6 - 3	$5,555	$66,663
46014	Police Captain, 1 Year	P6 - 4	$5,834	$70,011
46014	Police Captain, 1 Year	P6 - 5	$6,127	$73,520
46014	Police Captain, 1 Year	P6 - 6	$6,432	$77,189
46014	Police Captain, 1 Year	P6 - 7	$6,753	$81,042
46014	Police Captain, 1 Year	P6 - 8	$7,092	$85,100
46014	Police Captain, 1 Year	P6 - 9	$7,447	$89,366
46014	Police Captain, 15 Months *	P6 - 10	$7,819	$93,834

* Employees must be in this step for 15 months before moving to next step

09/24/2008

Attachment B

CITY OF DALLAS
UNIFORMED POLICE SALARY SCHEDULE
Effective October 1, 2008

CLASS CODE	RANK	GRADE STEP	MONTHLY	ANNUAL
EXECUTIVE				
24433	Police Deputy Chief, Start	P7 - 1	$5,402	$64,821
24433	Police Deputy Chief, 1 Year	P7 - 2	$5,715	$68,581
24433	Police Deputy Chief, 1 Year	P7 - 3	$6,029	$72,353
24433	Police Deputy Chief, 1 Year	P7 - 4	$6,457	$77,483
24433	Police Deputy Chief, 1 Year	P7 - 5	$6,780	$81,357
24433	Police Deputy Chief, 1 Year	P7 - 6	$7,119	$85,424
24433	Police Deputy Chief, 1 Year	P7 - 7	$7,474	$89,693
24433	Police Deputy Chief, 1 Year	P7 - 8	$7,848	$94,181
24433	Police Deputy Chief, 15 Months *	P7 - 9	$8,240	$98,890
46027	Police Assistant Chief, Start	P8 - 1	$5,475	$65,698
46027	Police Assistant Chief, 1 Year	P8 - 2	$5,749	$68,983
46027	Police Assistant Chief, 1 Year	P8 - 3	$6,036	$72,433
46027	Police Assistant Chief, 1 Year	P8 - 4	$6,338	$76,054
46027	Police Assistant Chief, 1 Year	P8 - 5	$6,655	$79,857
46027	Police Assistant Chief, 1 Year	P8 - 6	$6,987	$83,850
46027	Police Assistant Chief, 1 Year	P8 - 7	$7,348	$88,175
46027	Police Assistant Chief, 1 Year	P8 - 8	$7,715	$92,584
46027	Police Assistant Chief, 1 Year	P8 - 9	$8,101	$97,213
46027	Police Assistant Chief, 1 Year	P8 - 10	$8,506	$102,074
46027	Police Assistant Chief, 1 Year	P8 - 11	$8,934	$107,208
46027	Police Assistant Chief, 1 Year	P8 - 12	$9,381	$112,568
46027	Police Assistant Chief, 1 Year	P8 - 13	$9,850	$118,197
46027	Police Assistant Chief, 15 Months *	P8 - 14	$10,343	$124,107
24312	Police Chief, Start	P9 - 1	$7,205	$86,459
24312	Police Chief, 1 Year	P9 - 2	$7,529	$90,350
24312	Police Chief, 1 Year	P9 - 3	$7,868	$94,416
24312	Police Chief, 1 Year	P9 - 4	$8,222	$98,664
24312	Police Chief, 1 Year	P9 - 5	$8,620	$103,443
24312	Police Chief, 1 Year	P9 - 6	$9,051	$108,615
24312	Police Chief, 1 Year	P9 - 7	$9,504	$114,046
24312	Police Chief, 1 Year	P9 - 8	$9,979	$119,748
24312	Police Chief, 1 Year	P9 - 9	$10,478	$125,736
24312	Police Chief, 1 Year	P9 - 10	$11,002	$132,023
24312	Police Chief, 1 Year	P9 - 11	$11,552	$138,624
24312	Police Chief, 1 Year	P9 - 12	$12,130	$145,555
24312	Police Chief, 1 Year	P9 - 13	$12,736	$152,833
24312	Police Chief, 1 Year	P9 - 14	$13,373	$160,475
24312	Police Chief, 1 Year	P9 - 15	$14,042	$168,498
24312	Police Chief, 1 Year	P9 - 16	$14,744	$176,923
24312	Police Chief, 15 Months *	P9 - 17	$15,481	$185,769

* Employees must be in this step for 15 months before moving to next step

Attachment B

POLICE SPECIAL PAY

Effective October 1, 2008

Certification Pay (applicable to all ranks)

Rate: TCLEOSE Intermediate Certification: $200 per month
TCLEOSE Master Certification: $500 per month

Note: Certification requirements and TCLEOSE verification must be completed by 10/31/07 in order to receive payment

Detective Assignment Pay (applicable to Police Senior Corporal)

Rate: $100 per month for assignment to investigative duties as a Detective

Educational Incentive Pay (applicable to all ranks)

Rate: $4 per month for each 3 semester hours of college credit earned after the first 45 hours up to 45 hours (90 hours total)

Maximum: $60 for 45 hours (90 total), or $100 per month for Bachelor's Degree

Field Training Officer Pay (applicable to Police Senior Corporal)

Rate: $100 per month for assignment as Field Training Officer

First Watch Assignment Pay (applicable to all ranks)

Rate: 6.5% for First Watch from 12:00 midnight to 8:00am

Graduation Incentive Pay

Rate: $6,000 total lump sum payable one time per employee.
Must have graduated from the Police Academy after February 1, 2006. Applicable to Police Trainee I & Lateral Entry Officers. Paid upon graduation.

Incentive Pay for Completion of Probation & Police Trainee III assignment

Rate: $4,000 lump sum payable one time per employee.
Must have successfully completed probation and the Police Trainee III assignment and been assigned to Police Officer, Grade P-2 after April 1, 2006.

Narcotics Hazardous Material Interdiction Team

Applicable to selected positions in Narcotics Division (Clandestine Lab Squad) as determined by the Police Chief and approved by the Director of Human Resources.

Rate: Ranks of Sergeant and below: $100/month

Patrol Duty Pay ((applicable to ranks of Police Officer and Police Corporal)

schedule:

6 Years Service	$100 per month
8 Years Service	$125 per month
10 Years Service	$150 per month

Retention Incentive (applicable to all ranks)

Rate: $5,000 lump sum.
Must have completed 5 continuous years of service as a uniformed employee after 9/30/06 based on adjusted date of appointment as uniformed employee, excluding any breaks in service due to disciplinary action, reappointment, or reinstatement.

Retention Incentive (applicable to all ranks)

Rate: $3,000 lump sum.
Must have completed 10 continuous years of service as a uniformed employee after 9/30/07 based on adjusted date of appointment as uniformed employee, excluding any breaks in service due to disciplinary action, reappointment, or reinstatement.

Service Pay (applicable to all ranks) - Article 1269q, V.T.C.S.

Rate $4 per month for each year of service completed

Maximum: $100 per month for 25 years of service

Shift Assignment Pay

Rate: 3.5% for uniformed Police

POLICE SPECIAL PAY
Effective October 1, 2008

Down Payment Assistance Program Rate: $6,000 one time lump sum compensation

The Police Down Payment Assistance Program provides qualified police officers compensation of $6,000 to be used towards their down payment and non-recurring closing costs as described below and is available throughout the City of Dallas geographical boundaries.

HOW DO I QUALIFY?

To qualify for the program, you must meet the following requirements:

1. An Applicant must be a sworn police officer employed by the City of Dallas and have successfully completed the City of Dallas' Police Academy.
2. Applicants have not owned a home, condominium or townhome in the City of Dallas in the last twelve months.
3. Applicants must qualify for a fixed-rate first mortgage from a private lender.
4. Applicants must sign an Affidavit of intent to live at the homestead for five years and to reimburse the City $1,200 for each year the recipient does not occupy the purchased homestead.

HOW LONG IS THE PROCESS?

After you have completed the application and submitted all supplemental documentation to the department designated by the City Manager, staff will need to verify the information and determine whether or not you are eligible for the program. The process time is approximately 10 to 15 business days. If you qualify, a Certificate of Eligibility will be sent to you and/or your lender. A check or wire transfer will be sent to the title company at closing with the Affidavit for execution by the Applicant.

GENERAL PROGRAM

All applications are subject to the following program guidelines. These are general guidelines and may or may not be complete.

1. Applicants currently living in a rental situation or similar non-ownership situation are eligible for consideration under the program. Applicants having owned a home, condominium or townhome in the last 12 months within the City of Dallas are not eligible for consideration. The program is not intended to assist current homeowners purchase a new home.

2. Only Single Family Homes, Condominiums and Townhomes are eligible for consideration. New construction is eligible under this program but must be completed within 120 days of determination of eligibility by the department designated by the City

3. All homes must be occupied by the Applicant/recipient for a period of five (5) years from the date of purchase and will be verified by the City annually.

4. Applicants are allowed to have co-signers on the first lien loan.

5. The down payment assistance compensation is taxable to the employee and subject to withholding for Medicare, and the City will pay its pension contribution on the $6,000.

6. The City requires all first lien loans to be at a fixed rate of interest.

7. The property to be purchased must meet the minimum property requirements of the Code Compliance Department and will be inspected by the City or its representatives for compliance.

8. It is the applicant's responsibility to verify that the property to be purchased is located within the City of Dallas.

9. Applications will be accepted by the department designated by the City Manager beginning at 8:30 A.M., May 15, 2008.

Attachment B

CITY OF DALLAS
UNIFORMED POLICE SALARY SCHEDULE
Effective January 1, 2009

CLASS CODE	RANK	GRADE STEP	MONTHLY	ANNUAL
46101	Police Officer Trainee I	P2 - 1	$3,474	$41,690
46102	Police Officer Trainee II	P2 - 1	$3,474	$41,690
46103	Police Officer Trainee III	P2 - 1	$3,474	$41,690
46004	Police Officer	P2 - 1	$3,474	$41,690
46004	Police Officer, 1 Year	P2 - 2	$3,646	$43,754
46004	Police Officer, 1 Year	P2 - 3	$3,828	$45,933
46004	Police Officer, 1 Year	P2 - 4	$4,021	$48,249
46004	Police Officer, 1 Year	P2 - 5	$4,221	$50,657
46004	Police Officer, 1 Year	P2 - 6	$4,432	$53,179
46004	Police Officer, 1 Year	P2 - 7	$4,655	$55,862
46004	Police Officer, 1 Year	P2 - 8	$4,886	$58,637
46004	Police Officer, 1 Year	P2 - 9	$5,131	$61,572
46004	Police Officer, 15 Months*	P2 - 10	$5,388	$64,651
46004	Police Officer, 1 Year	P2 - 11	$5,657	$67,884
46005	Police Corporal, 1Year	P2 - 4	$4,021	$48,249
46005	Police Corporal, 1Year	P2 - 5	$4,221	$50,657
46005	Police Corporal, 1Year	P2 - 6	$4,432	$53,179
46005	Police Corporal, 1Year	P2 - 7	$4,655	$55,862
46005	Police Corporal, 1Year	P2 - 8	$4,886	$58,637
46005	Police Corporal, 1Year	P2 - 9	$5,131	$61,572
46005	Police Corporal, 15 Months*	P2 - 10	$5,388	$64,651
46005	Police Corporal, 1 Year	P2 - 11	$5,657	$67,884
46016	Police Senior Corporal, Start	P3 - 1	$3,572	$42,860
46016	Police Senior Corporal, 1 Year	P3 - 2	$3,763	$45,153
46016	Police Senior Corporal, 1 Year	P3 - 3	$4,021	$48,249
46016	Police Senior Corporal, 1 Year	P3 - 4	$4,221	$50,657
46016	Police Senior Corporal, 1 Year	P3 - 5	$4,432	$53,179
46016	Police Senior Corporal, 1 Year	P3 - 6	$4,655	$55,862
46016	Police Senior Corporal, 1 Year	P3 - 7	$4,886	$58,637
46016	Police Senior Corporal, 1 Year	P3 - 8	$5,131	$61,572
46016	Police Senior Corporal, 1 Year	P3 - 9	$5,387	$64,645
46016	Police Senior Corporal, 1 Year	P3 - 10	$5,657	$67,879
46016	Police Senior Corporal, 15 Months*	P3 - 11	$5,940	$71,273
46016	Police Senior Corporal, 1 Year	P3 - 12	$6,237	$74,837

CLASS CODE	RANK	GRADE STEP	MONTHLY	ANNUAL
46011	Police Sergeant, Start	P4 - 1	$4,103	$49,235
46011	Police Sergeant, 1 Year	P4 - 2	$4,403	$52,835
46011	Police Sergeant, 1 Year	P4 - 3	$4,623	$55,472
46011	Police Sergeant, 1 Year	P4 - 4	$4,854	$58,247
46011	Police Sergeant, 1 Year	P4 - 5	$5,097	$61,159
46011	Police Sergeant, 1 Year	P4 - 6	$5,351	$64,210
46011	Police Sergeant, 1 Year	P4 - 7	$5,620	$67,443
46011	Police Sergeant, 1 Year	P4 - 8	$5,901	$70,814
46011	Police Sergeant, 1 Year	P4 - 9	$6,195	$74,345
46011	Police Sergeant, 15 Months*	P4 - 10	$6,505	$78,063
46011	Police Sergeant, 1 Year	P4 - 11	$6,830	$81,966
46013	Police Lieutenant, Start	P5 - 1	$4,502	$54,028
46013	Police Lieutenant, 1 Year	P5 - 2	$4,823	$57,880
46013	Police Lieutenant, 1 Year	P5 - 3	$5,064	$60,770
46013	Police Lieutenant, 1 Year	P5 - 4	$5,318	$63,820
46013	Police Lieutenant, 1 Year	P5 - 5	$5,584	$67,007
46013	Police Lieutenant, 1 Year	P5 - 6	$5,863	$70,355
46013	Police Lieutenant, 1 Year	P5 - 7	$6,155	$73,864
46013	Police Lieutenant, 1 Year	P5 - 8	$6,463	$77,556
46013	Police Lieutenant, 1 Year	P5 - 9	$6,786	$81,431
46013	Police Lieutenant, 15 Months*	P5 - 10	$7,125	$85,503
46013	Police Lieutenant, 1 Year	P5 - 11	$7,481	$89,778
46014	Police Captain, Start	P6 - 1	$4,940	$59,279
46014	Police Captain, 1 Year	P6 - 2	$5,292	$63,499
46014	Police Captain, 1 Year	P6 - 3	$5,555	$66,663
46014	Police Captain, 1 Year	P6 - 4	$5,834	$70,011
46014	Police Captain, 1 Year	P6 - 5	$6,127	$73,520
46014	Police Captain, 1 Year	P6 - 6	$6,432	$77,189
46014	Police Captain, 1 Year	P6 - 7	$6,753	$81,042
46014	Police Captain, 1 Year	P6 - 8	$7,092	$85,100
46014	Police Captain, 1 Year	P6 - 9	$7,447	$89,366
46014	Police Captain, 15 Months*	P6 - 10	$7,819	$93,834
46014	Police Captain, 1 Year	P6 - 11	$8,210	$98,526

* Employees must be in this step for 15 months before moving to next step

09/24/2008

Attachment B

CITY OF DALLAS
UNIFORMED POLICE SALARY SCHEDULE
Effective January 1, 2009

CLASS CODE	RANK	GRADE STEP	MONTHLY	ANNUAL
EXECUTIVE				
24433	Police Deputy Chief, Start	P7 - 1	$5,402	$64,821
24433	Police Deputy Chief, 1 Year	P7 - 2	$5,715	$68,581
24433	Police Deputy Chief, 1 Year	P7 - 3	$6,029	$72,353
24433	Police Deputy Chief, 1 Year	P7 - 4	$6,457	$77,483
24433	Police Deputy Chief, 1 Year	P7 - 5	$6,780	$81,357
24433	Police Deputy Chief, 1 Year	P7 - 6	$7,119	$85,424
24433	Police Deputy Chief, 1 Year	P7 - 7	$7,474	$89,693
24433	Police Deputy Chief, 1 Year	P7 - 8	$7,848	$94,181
24433	Police Deputy Chief, 15 Months*	P7 - 9	$8,240	$98,890
24433	Police Deputy Chief, 1 Year	P7 - 10	$8,652	$103,835
46027	Police Assistant Chief, Start	P8 - 1	$5,475	$65,698
46027	Police Assistant Chief, 1 Year	P8 - 2	$5,749	$68,983
46027	Police Assistant Chief, 1 Year	P8 - 3	$6,036	$72,433
46027	Police Assistant Chief, 1 Year	P8 - 4	$6,338	$76,054
46027	Police Assistant Chief, 1 Year	P8 - 5	$6,655	$79,857
46027	Police Assistant Chief, 1 Year	P8 - 6	$6,987	$83,850
46027	Police Assistant Chief, 1 Year	P8 - 7	$7,348	$88,175
46027	Police Assistant Chief, 1 Year	P8 - 8	$7,715	$92,584
46027	Police Assistant Chief, 1 Year	P8 - 9	$8,101	$97,213
46027	Police Assistant Chief, 1 Year	P8 - 10	$8,506	$102,074
46027	Police Assistant Chief, 1 Year	P8 - 11	$8,934	$107,208
46027	Police Assistant Chief, 1 Year	P8 - 12	$9,381	$112,568
46027	Police Assistant Chief, 1 Year	P8 - 13	$9,850	$118,197
46027	Police Assistant Chief, 15 Months*	P8 - 14	$10,343	$124,107
46027	Police Assistant Chief, 1 Year	P8 - 15	$10,860	$130,312

CLASS CODE	RANK	GRADE STEP	MONTHLY	ANNUAL
24312	Police Chief, Start	P9 - 1	$7,205	$86,459
24312	Police Chief, 1 Year	P9 - 2	$7,529	$90,350
24312	Police Chief, 1 Year	P9 - 3	$7,868	$94,416
24312	Police Chief, 1 Year	P9 - 4	$8,222	$98,664
24312	Police Chief, 1 Year	P9 - 5	$8,620	$103,443
24312	Police Chief, 1 Year	P9 - 6	$9,051	$108,615
24312	Police Chief, 1 Year	P9 - 7	$9,504	$114,046
24312	Police Chief, 1 Year	P9 - 8	$9,979	$119,748
24312	Police Chief, 1 Year	P9 - 9	$10,478	$125,736
24312	Police Chief, 1 Year	P9 - 10	$11,002	$132,023
24312	Police Chief, 1 Year	P9 - 11	$11,552	$138,624
24312	Police Chief, 1 Year	P9 - 12	$12,130	$145,555
24312	Police Chief, 1 Year	P9 - 13	$12,736	$152,833
24312	Police Chief, 1 Year	P9 - 14	$13,373	$160,475
24312	Police Chief, 1 Year	P9 - 15	$14,042	$168,498
24312	Police Chief, 1 Year	P9 - 16	$14,744	$176,923
24312	Police Chief, 15 Months*	P9 - 17	$15,481	$185,769
24312	Police Chief, 1 Year	P9 - 18	$16,255	$195,057

* Employees must be in this step for 15 months before moving to next step

Attachment B

CITY OF DALLAS
UNIFORM FIRE SALARY SCHEDULE
Effective October 1, 2008

CLASS CODE	RANK	GRADE-STEP	MONTHLY	ANNUAL
44101	Fire & Rescue Officer Trainee I	F2 - 1	$3,474	$41,690
44102	Fire & Rescue Officer Trainee II	F2 - 1	$3,474	$41,690
44103	Fire & Rescue Officer Trainee III	F2 - 1	$3,474	$41,690
44002	Fire & Rescue Officer, Start (Prob. Compl.)	F2 - 1	$3,474	$41,690
44002	Fire & Rescue Officer, 1 Year	F2 - 4	$3,646	$43,754
44002	Fire & Rescue Officer, 1 Year	F2 - 7	$3,828	$45,933
44002	Fire & Rescue Officer, 1 Year	F2 - 8	$4,021	$48,249
44002	Fire & Rescue Officer, 1 Year	F2 - 9	$4,221	$50,657
44002	Fire & Rescue Officer, 1 Year	F2 - 10	$4,432	$53,179
44002	Fire & Rescue Officer, 1 Year	F2 - 11	$4,655	$55,862
44002	Fire & Rescue Officer, 1 Year	F2 - 12	$4,886	$58,637
44002	Fire & Rescue Officer, 1 Year	F2 - 13	$5,131	$61,572
44002	Fire & Rescue Officer, 15 Months *	F2 - 14	$5,388	$64,651
44026	Fire Second Driver, Start	F2 - 2	$3,505	$42,057
44026	Fire Second Driver, 1 Year	F2 - 5	$3,663	$43,961
44026	Fire Second Driver, 1 Year	F2 - 7	$3,828	$45,933
44026	Fire Second Driver, 1 Year	F2 - 8	$4,021	$48,249
44026	Fire Second Driver, 1 Year	F2 - 9	$4,221	$50,657
44026	Fire Second Driver, 1 Year	F2 - 10	$4,432	$53,179
44026	Fire Second Driver, 1 Year	F2 - 11	$4,655	$55,862
44026	Fire Second Driver, 1 Year	F2 - 12	$4,886	$58,637
44026	Fire Second Driver, 1 Year	F2 - 13	$5,131	$61,572
44026	Fire Second Driver, 15 Months *	F2 - 14	$5,388	$64,651
44004	Fire Driver - Engineer, Start	F3 - 1	$3,572	$42,860
44004	Fire Driver - Engineer, 1 Year	F3 - 2	$3,763	$45,153
44004	Fire Driver - Engineer, 1 Year	F3 - 3	$4,021	$48,249
44004	Fire Driver - Engineer, 1 Year	F3 - 4	$4,221	$50,657
44004	Fire Driver - Engineer, 1 Year	F3 - 5	$4,432	$53,179
44004	Fire Driver - Engineer, 1 Year	F3 - 6	$4,655	$55,862
44004	Fire Driver - Engineer, 1 Year	F3 - 7	$4,886	$58,637
44004	Fire Driver - Engineer, 1 Year	F3 - 8	$5,131	$61,572
44004	Fire Driver - Engineer, 1 Year	F3 - 9	$5,387	$64,645
44004	Fire Driver - Engineer, 1 Year	F3 - 10	$5,657	$67,879
44004	Fire Driver - Engineer, 15 Months *	F3 - 11	$5,940	$71,273

CLASS CODE	RANK	GRADE-STEP	MONTHLY	ANNUAL
44006	Fire Lieutenant, Start	F4 - 1	$4,103	$49,235
44006	Fire Lieutenant, 1 Year	F4 - 2	$4,403	$52,835
44006	Fire Lieutenant, 1 Year	F4 - 3	$4,623	$55,472
44006	Fire Lieutenant, 1 Year	F4 - 4	$4,854	$58,247
44006	Fire Lieutenant, 1 Year	F4 - 5	$5,097	$61,159
44006	Fire Lieutenant, 1 Year	F4 - 6	$5,351	$64,210
44006	Fire Lieutenant, 1 Year	F4 - 7	$5,620	$67,443
44006	Fire Lieutenant, 1 Year	F4 - 8	$5,901	$70,814
44006	Fire Lieutenant, 1 Year	F4 - 9	$6,195	$74,345
44006	Fire Lieutenant, 15 Months *	F4 - 10	$6,505	$78,062
44007	Fire Captain, Start	F5 - 1	$4,502	$54,028
44007	Fire Captain, 1 Year	F5 - 2	$4,823	$57,880
44007	Fire Captain, 1 Year	F5 - 3	$5,064	$60,770
44007	Fire Captain, 1 Year	F5 - 4	$5,318	$63,820
44007	Fire Captain, 1 Year	F5 - 5	$5,584	$67,007
44007	Fire Captain, 1 Year	F5 - 6	$5,863	$70,355
44007	Fire Captain, 1 Year	F5 - 7	$6,155	$73,864
44007	Fire Captain, 1 Year	F5 - 8	$6,463	$77,556
44007	Fire Captain, 1 Year	F5 - 9	$6,786	$81,431
44007	Fire Captain, 15 Months *	F5 - 10	$7,125	$85,503
44008	Fire Battalion / Section Chief, Start	F6 - 1	$4,940	$59,279
44008	Fire Battalion / Section Chief, 1 Year	F6 - 2	$5,292	$63,499
44008	Fire Battalion / Section Chief, 1 Year	F6 - 3	$5,555	$66,663
44008	Fire Battalion / Section Chief, 1 Year	F6 - 4	$5,834	$70,011
44008	Fire Battalion / Section Chief, 1 Year	F6 - 5	$6,127	$73,520
44008	Fire Battalion / Section Chief, 1 Year	F6 - 6	$6,432	$77,189
44008	Fire Battalion / Section Chief, 1 Year	F6 - 7	$6,753	$81,042
44008	Fire Battalion / Section Chief, 1 Year	F6 - 8	$7,092	$85,100
44008	Fire Battalion / Section Chief, 1 Year	F6 - 9	$7,447	$89,366
44008	Fire Battalion / Section Chief, 15 Months *	F6 - 10	$7,819	$93,834

* Employees must be in this step for 15 months before moving to next step

Attachment B

CITY OF DALLAS
UNIFORM FIRE SALARY SCHEDULE
Effective October 1, 2008

CLASS CODE	RANK	GRADE-STEP	MONTHLY	ANNUAL
PREVENTION				
44201	Fire Prevention Officer Trainee I	F2 - 1	$3,474	$41,690
44202	Fire Prevention Officer Trainee II	F2 - 1	$3,474	$41,690
44203	Fire Prevention Officer Trainee III	F2 - 1	$3,474	$41,690
44005	Fire Prevention Officer, Start	F2 - 3	$3,572	$42,860
44005	Fire Prevention Officer, 1 Year	F2 - 6	$3,763	$45,153
44005	Fire Prevention Officer, 1 Year	F2 - 8	$4,021	$48,249
44005	Fire Prevention Officer, 1 Year	F2 - 9	$4,221	$50,657
44005	Fire Prevention Officer, 1 Year	F2 - 10	$4,432	$53,179
44005	Fire Prevention Officer, 1 Year	F2 - 11	$4,655	$55,862
44005	Fire Prevention Officer, 1 Year	F2 - 12	$4,886	$58,637
44005	Fire Prevention Officer, 1 Year	F2 - 13	$5,131	$61,572
44005	Fire Prevention Officer, 15 Months *	F2 - 14	$5,388	$64,651
44014	Fire Senior Prevention Officer, Start	F3 - 1	$3,572	$42,860
44014	Fire Senior Prevention Officer, 1 Year	F3 - 2	$3,763	$45,153
44014	Fire Senior Prevention Officer, 1 Year	F3 - 3	$4,021	$48,249
44014	Fire Senior Prevention Officer, 1 Year	F3 - 4	$4,221	$50,657
44014	Fire Senior Prevention Officer, 1 Year	F3 - 5	$4,432	$53,179
44014	Fire Senior Prevention Officer, 1 Year	F3 - 6	$4,655	$55,862
44014	Fire Senior Prevention Officer, 1 Year	F3 - 7	$4,886	$58,637
44014	Fire Senior Prevention Officer, 1 Year	F3 - 8	$5,131	$61,572
44014	Fire Senior Prevention Officer, 1 Year	F3 - 9	$5,387	$64,645
44014	Fire Senior Prevention Officer, 1 Year	F3 - 10	$5,657	$67,879
44014	Fire Senior Prevention Officer, 15 Months *	F3 - 11	$5,940	$71,273
44015	Fire Prevention Lieutenant, Start	F4 - 1	$4,103	$49,235
44015	Fire Prevention Lieutenant, 1 Year	F4 - 2	$4,403	$52,835
44015	Fire Prevention Lieutenant, 1 Year	F4 - 3	$4,623	$55,472
44015	Fire Prevention Lieutenant, 1 Year	F4 - 4	$4,854	$58,247
44015	Fire Prevention Lieutenant, 1 Year	F4 - 5	$5,097	$61,159
44015	Fire Prevention Lieutenant, 1 Year	F4 - 6	$5,351	$64,210
44015	Fire Prevention Lieutenant, 1 Year	F4 - 7	$5,620	$67,443
44015	Fire Prevention Lieutenant, 1 Year	F4 - 8	$5,901	$70,814
44015	Fire Prevention Lieutenant, 1 Year	F4 - 9	$6,195	$74,345
44015	Fire Prevention Lieutenant, 15 Months *	F4 - 10	$6,505	$78,062
44016	Fire Prevention Captain, Start	F5 - 1	$4,502	$54,028
44016	Fire Prevention Captain, 1 Year	F5 - 2	$4,823	$57,880
44016	Fire Prevention Captain, 1 Year	F5 - 3	$5,064	$60,770
44016	Fire Prevention Captain, 1 Year	F5 - 4	$5,318	$63,820
44016	Fire Prevention Captain, 1 Year	F5 - 5	$5,584	$67,007
44016	Fire Prevention Captain, 1 Year	F5 - 6	$5,863	$70,355
44016	Fire Prevention Captain, 1 Year	F5 - 7	$6,155	$73,864
44016	Fire Prevention Captain, 1 Year	F5 - 8	$6,463	$77,556
44016	Fire Prevention Captain, 1 Year	F5 - 9	$6,786	$81,431
44016	Fire Prevention Captain, 15 Months *	F5 - 10	$7,125	$85,503
44025	Fire Prevention Section Chief, Start	F6 - 1	$4,940	$59,279
44025	Fire Prevention Section Chief, 1 Year	F6 - 2	$5,292	$63,499
44025	Fire Prevention Section Chief, 1 Year	F6 - 3	$5,555	$66,663
44025	Fire Prevention Section Chief, 1 Year	F6 - 4	$5,834	$70,011
44025	Fire Prevention Section Chief, 1 Year	F6 - 5	$6,127	$73,520
44025	Fire Prevention Section Chief, 1 Year	F6 - 6	$6,432	$77,189
44025	Fire Prevention Section Chief, 1 Year	F6 - 7	$6,753	$81,042
44025	Fire Prevention Section Chief, 1 Year	F6 - 8	$7,092	$85,100
44025	Fire Prevention Section Chief, 1 Year	F6 - 9	$7,447	$89,366
44025	Fire Prevention Section Chief, 15 Months *	F6 - 10	$7,819	$93,834

* Employees must be in this step for 15 months before moving to next step

Attachment B

CITY OF DALLAS
UNIFORM FIRE SALARY SCHEDULE
Effective October 1, 2008

EXECUTIVE

CLASS CODE	RANK	GRADE-STEP	MONTHLY	ANNUAL
24447	Fire Deputy Chief, Start	F7 - 1	$5,402	$64,821
24447	Fire Deputy Chief, 1 Year	F7 - 2	$5,715	$68,581
24447	Fire Deputy Chief, 1 Year	F7 - 3	$6,029	$72,353
24447	Fire Deputy Chief, 1 Year	F7 - 4	$6,457	$77,483
24447	Fire Deputy Chief, 1 Year	F7 - 5	$6,780	$81,357
24447	Fire Deputy Chief, 1 Year	F7 - 6	$7,119	$85,424
24447	Fire Deputy Chief, 1 Year	F7 - 7	$7,474	$89,693
24447	Fire Deputy Chief, 1 Year	F7 - 8	$7,848	$94,181
24447	Fire Deputy Chief, 15 Months *	F7 - 9	$8,240	$98,890
44011	Fire Assistant Chief, Start	F8 - 1	$5,475	$65,698
44011	Fire Assistant Chief, 1 Year	F8 - 2	$5,749	$68,983
44011	Fire Assistant Chief, 1 Year	F8 - 3	$6,036	$72,433
44011	Fire Assistant Chief, 1 Year	F8 - 4	$6,338	$76,054
44011	Fire Assistant Chief, 1 Year	F8 - 5	$6,655	$79,857
44011	Fire Assistant Chief, 1 Year	F8 - 6	$6,987	$83,850
44011	Fire Assistant Chief, 1 Year	F8 - 7	$7,348	$88,175
44011	Fire Assistant Chief, 1 Year	F8 - 8	$7,715	$92,584
44011	Fire Assistant Chief, 1 Year	F8 - 9	$8,101	$97,213
44011	Fire Assistant Chief, 1 Year	F8 - 10	$8,506	$102,074
44011	Fire Assistant Chief, 1 Year	F8 - 11	$8,934	$107,208
44011	Fire Assistant Chief, 1 Year	F8 - 12	$9,381	$112,568
44011	Fire Assistant Chief, 1 Year	F8 - 13	$9,850	$118,197
44011	Fire Assistant Chief, 15 Months *	F8 - 14	$10,343	$124,107

CLASS CODE	RANK	GRADE-STEP	MONTHLY	ANNUAL
24311	Fire Chief, Start	F9 - 1	$7,205	$86,459
24311	Fire Chief, 1 Year	F9 - 2	$7,529	$90,350
24311	Fire Chief, 1 Year	F9 - 3	$7,868	$94,416
24311	Fire Chief, 1 Year	F9 - 4	$8,222	$98,664
24311	Fire Chief, 1 Year	F9 - 5	$8,620	$103,443
24311	Fire Chief, 1 Year	F9 - 6	$9,051	$108,615
24311	Fire Chief, 1 Year	F9 - 7	$9,504	$114,046
24311	Fire Chief, 1 Year	F9 - 8	$9,979	$119,748
24311	Fire Chief, 1 Year	F9 - 9	$10,478	$125,736
24311	Fire Chief, 1 Year	F9 - 10	$11,002	$132,023
24311	Fire Chief, 1 Year	F9 - 11	$11,552	$138,624
24311	Fire Chief, 1 Year	F9 - 12	$12,130	$145,555
24311	Fire Chief, 1 Year	F9 - 13	$12,737	$152,833
24311	Fire Chief, 1 Year	P9 - 14	$13,373	$160,475
24311	Fire Chief, 1 Year	P9 - 15	$14,042	$168,498
24311	Fire Chief, 1 Year	P9 - 16	$14,744	$176,923
24311	Fire Chief, 15 Months *	P9 - 17	$15,481	$185,769

* Employees must be in this step for 15 months before moving to next step

Attachment B

FIRE SPECIAL PAY

Effective October 1, 2008

Service Pay (applicable to all ranks) - Article 1269q. V.T.C.S.

Rate: $4 per month for each year completed

Maximum $100 per month for 25 years of service

Education Incentive Pay (applicable to all ranks)

Rate: $4 per month for each 3 semester hours of college credit earned after the first 45 hours, up to 45 hours (90 total). Maximum: $60 for 45 hours (90 total), or $100 per month for Bachelor's degree.

Graduation Incentive Pay

Applicable to Fire & Rescue Officer Trainee I and Fire Prevention Officer Trainee I.

Must have entered the Fire Academy after the May, 1998 Fire Training Class. Paid upon graduation.

Rate: $1,000 lump sum

Wellness Incentive Pay - payable in a lump sum one time per year

Good: $150 per year Excellent: $250 per year Superior: $350 per year

Certification & Assignment Pay: Employees may only receive two (2) certification or assignment pays at one time. Employee may select the two certification/assignment pays to be received.

Aircraft Rescue (ARFF) - applicable only when assigned to stations designated by Fire Chief

Lieutenant and below: $150 per month Captain and above: $350 per month

Arson Investigator - applicable only when assigned as Arson Investigator by Fire Chief; $175 per month

EMS Assignment Pay

Applicable to non-supervisory, and EMS Lieutenant and Captain ranks. Paid for ambulance assignment as follows:

Initial Certification - 4 Years	$200 per month	8 Years & 1 Day - 11 Years	$300 per month
4 Years & 1 Day - 6 Years	$250 per month	11 Years & 1 Day - 14 Years	$350 per month
6 Years & 1 Day - 8 Years	$275 per month	14 Years & 1 Day +	$400 per month

Firefighter and Fire Inspector Certification - applicable to employees of all ranks who meet certification requirements. (Employees who received Fire Inspector or Firefighter Certification Pay during FY 07/08 will continue to receive it at their current certification level and rate through December 31, 2008. Employees not receiving Fire Inspector or Firefighter certification during FY 07/08, but have obtained certification during the year will be eligible on January 1, 2009.)

Intermediate: $100 per Month Master: $200 per Month

Fire Instructor - applicable only when assigned as Fire Instructor by Fire Chief; $175 per month

Hazardous Material Response Team (HAZMAT): applicable only when assigned to stations designated by Fire Chief

Lieutenant and below: $150 per Month Captain and above: $350 per Month

Paramedic Certification - applicable to selected positions in the Fire Rescue Department as determined by the Fire Chief and approved by the Director of Human Resources.

(Certification pay is included in assignment pay for regular paramedic assignments.)

Rate: $75 per month

Urban Search and Rescue (USAR) - applicable only when assigned to stations designated by Fire Chief

Lieutenant and below: $150 per month Captain and above: $350 per month

Attachment B

CITY OF DALLAS
UNIFORM FIRE SALARY SCHEDULE
Effective January 1, 2009

CLASS CODE	RANK	GRADE-STEP	MONTHLY	ANNUAL
44101	Fire & Rescue Officer Trainee I	F2 - 1	$3,474	$41,690
44102	Fire & Rescue Officer Trainee II	F2 - 1	$3,474	$41,690
44103	Fire & Rescue Officer Trainee III	F2 - 1	$3,474	$41,690
44002	Fire & Rescue Officer, Start (Prob. Compl.)	F2 - 1	$3,474	$41,690
44002	Fire & Rescue Officer, 1 Year	F2 - 4	$3,646	$43,754
44002	Fire & Rescue Officer, 1 Year	F2 - 7	$3,828	$45,933
44002	Fire & Rescue Officer, 1 Year	F2 - 8	$4,021	$48,249
44002	Fire & Rescue Officer, 1 Year	F2 - 9	$4,221	$50,657
44002	Fire & Rescue Officer, 1 Year	F2 - 10	$4,432	$53,179
44002	Fire & Rescue Officer, 1 Year	F2 - 11	$4,655	$55,862
44002	Fire & Rescue Officer, 1 Year	F2 - 12	$4,886	$58,637
44002	Fire & Rescue Officer, 1 Year	F2 - 13	$5,131	$61,572
44002	Fire & Rescue Officer, 15 Months *	F2 - 14	$5,388	$64,651
44002	Fire & Rescue Officer, 1 Year	F2 - 15	$5,657	$67,884
44026	Fire Second Driver, Start	F2 - 2	$3,505	$42,057
44026	Fire Second Driver, 1 Year	F2 - 5	$3,663	$43,961
44026	Fire Second Driver, 1 Year	F2 - 7	$3,828	$45,933
44026	Fire Second Driver, 1 Year	F2 - 8	$4,021	$48,249
44026	Fire Second Driver, 1 Year	F2 - 9	$4,221	$50,657
44026	Fire Second Driver, 1 Year	F2 - 10	$4,432	$53,179
44026	Fire Second Driver, 1 Year	F2 - 11	$4,655	$55,862
44026	Fire Second Driver, 1 Year	F2 - 12	$4,886	$58,637
44026	Fire Second Driver, 1 Year	F2 - 13	$5,131	$61,572
44026	Fire Second Driver, 15 Months *	F2 - 14	$5,388	$64,651
44026	Fire Second Driver, 1 Year	F2 - 15	$5,657	$67,884
44004	Fire Driver - Engineer, Start	F3 - 1	$3,572	$42,860
44004	Fire Driver - Engineer, 1 Year	F3 - 2	$3,763	$45,153
44004	Fire Driver - Engineer, 1 Year	F3 - 3	$4,021	$48,249
44004	Fire Driver - Engineer, 1 Year	F3 - 4	$4,221	$50,657
44004	Fire Driver - Engineer, 1 Year	F3 - 5	$4,432	$53,179
44004	Fire Driver - Engineer, 1 Year	F3 - 6	$4,655	$55,862
44004	Fire Driver - Engineer, 1 Year	F3 - 7	$4,886	$58,637
44004	Fire Driver - Engineer, 1 Year	F3 - 8	$5,131	$61,572
44004	Fire Driver - Engineer, 1 Year	F3 - 9	$5,387	$64,645
44004	Fire Driver - Engineer, 1 Year	F3 - 10	$5,657	$67,879
44004	Fire Driver - Engineer, 15 Months *	F3 - 11	$5,940	$71,273
44004	Fire Driver - Engineer, 1 Year	F3 - 12	$6,237	$74,837

CLASS CODE	RANK	GRADE-STEP	MONTHLY	ANNUAL
44006	Fire Lieutenant, Start	F4 - 1	$4,103	$49,235
44006	Fire Lieutenant, 1 Year	F4 - 2	$4,403	$52,835
44006	Fire Lieutenant, 1 Year	F4 - 3	$4,623	$55,472
44006	Fire Lieutenant, 1 Year	F4 - 4	$4,854	$58,247
44006	Fire Lieutenant, 1 Year	F4 - 5	$5,097	$61,159
44006	Fire Lieutenant, 1 Year	F4 - 6	$5,351	$64,210
44006	Fire Lieutenant, 1 Year	F4 - 7	$5,620	$67,443
44006	Fire Lieutenant, 1 Year	F4 - 8	$5,901	$70,814
44006	Fire Lieutenant, 1 Year	F4 - 9	$6,195	$74,345
44006	Fire Lieutenant, 15 Months *	F4 - 10	$6,505	$78,062
44006	Fire Lieutenant, 1 Year	F4 - 11	$6,830	$81,965
44007	Fire Captain, Start	F5 - 1	$4,502	$54,028
44007	Fire Captain, 1 Year	F5 - 2	$4,823	$57,880
44007	Fire Captain, 1 Year	F5 - 3	$5,064	$60,770
44007	Fire Captain, 1 Year	F5 - 4	$5,318	$63,820
44007	Fire Captain, 1 Year	F5 - 5	$5,584	$67,007
44007	Fire Captain, 1 Year	F5 - 6	$5,863	$70,355
44007	Fire Captain, 1 Year	F5 - 7	$6,155	$73,864
44007	Fire Captain, 1 Year	F5 - 8	$6,463	$77,556
44007	Fire Captain, 1 Year	F5 - 9	$6,786	$81,431
44007	Fire Captain, 15 Months *	F5 - 10	$7,125	$85,503
44007	Fire Captain, 1 Year	F5 - 11	$7,481	$89,778
44008	Fire Battalion / Section Chief, Start	F6 - 1	$4,940	$59,279
44008	Fire Battalion / Section Chief, 1 Year	F6 - 2	$5,292	$63,499
44008	Fire Battalion / Section Chief, 1 Year	F6 - 3	$5,555	$66,663
44008	Fire Battalion / Section Chief, 1 Year	F6 - 4	$5,834	$70,011
44008	Fire Battalion / Section Chief, 1 Year	F6 - 5	$6,127	$73,520
44008	Fire Battalion / Section Chief, 1 Year	F6 - 6	$6,432	$77,189
44008	Fire Battalion / Section Chief, 1 Year	F6 - 7	$6,753	$81,042
44008	Fire Battalion / Section Chief, 1 Year	F6 - 8	$7,092	$85,100
44008	Fire Battalion / Section Chief, 1 Year	F6 - 9	$7,447	$89,366
44008	Fire Battalion / Section Chief, 15 Months *	F6 - 10	$7,819	$93,834
44008	Fire Battalion / Section Chief, 1 Year	F6 - 11	$8,210	$98,526

* Employees must be in this step for 15 months before moving to next step

Attachment B

CITY OF DALLAS
UNIFORM FIRE SALARY SCHEDULE
Effective January 1, 2009

PREVENTION

CLASS CODE	RANK	GRADE-STEP	MONTHLY	ANNUAL
44201	Fire Prevention Officer Trainee I	F2 - 1	$3,474	$41,690
44202	Fire Prevention Officer Trainee II	F2 - 1	$3,474	$41,690
44203	Fire Prevention Officer Trainee III	F2 - 1	$3,474	$41,690
44005	Fire Prevention Officer, Start	F2 - 3	$3,572	$42,860
44005	Fire Prevention Officer, 1 Year	F2 - 6	$3,763	$45,153
44005	Fire Prevention Officer, 1 Year	F2 - 8	$4,021	$48,249
44005	Fire Prevention Officer, 1 Year	F2 - 9	$4,221	$50,657
44005	Fire Prevention Officer, 1 Year	F2 - 10	$4,432	$53,179
44005	Fire Prevention Officer, 1 Year	F2 - 11	$4,655	$55,862
44005	Fire Prevention Officer, 1 Year	F2 - 12	$4,886	$58,637
44005	Fire Prevention Officer, 1 Year	F2 - 13	$5,131	$61,572
44005	Fire Prevention Officer, 15 Months *	F2 - 14	$5,388	$64,651
44005	Fire Prevention Officer, 1 Year	F2 - 15	$5,657	$67,884
44014	Fire Senior Prevention Officer, Start	F3 - 1	$3,572	$42,860
44014	Fire Senior Prevention Officer, 1 Year	F3 - 2	$3,763	$45,153
44014	Fire Senior Prevention Officer, 1 Year	F3 - 3	$4,021	$48,249
44014	Fire Senior Prevention Officer, 1 Year	F3 - 4	$4,221	$50,657
44014	Fire Senior Prevention Officer, 1 Year	F3 - 5	$4,432	$53,179
44014	Fire Senior Prevention Officer, 1 Year	F3 - 6	$4,655	$55,862
44014	Fire Senior Prevention Officer, 1 Year	F3 - 7	$4,886	$58,637
44014	Fire Senior Prevention Officer, 1 Year	F3 - 8	$5,131	$61,572
44014	Fire Senior Prevention Officer, 1 Year	F3 - 9	$5,387	$64,645
44014	Fire Senior Prevention Officer, 1 Year	F3 - 10	$5,657	$67,879
44014	Fire Senior Prevention Officer, 15 Months *	F3 - 11	$5,940	$71,273
44014	Fire Senior Prevention Officer, 1 Year	F3 - 12	$6,237	$74,837
44015	Fire Prevention Lieutenant, Start	F4 - 1	$4,103	$49,235
44015	Fire Prevention Lieutenant, 1 Year	F4 - 2	$4,403	$52,835
44015	Fire Prevention Lieutenant, 1 Year	F4 - 3	$4,623	$55,472
44015	Fire Prevention Lieutenant, 1 Year	F4 - 4	$4,854	$58,247
44015	Fire Prevention Lieutenant, 1 Year	F4 - 5	$5,097	$61,159
44015	Fire Prevention Lieutenant, 1 Year	F4 - 6	$5,351	$64,210
44015	Fire Prevention Lieutenant, 1 Year	F4 - 7	$5,620	$67,443
44015	Fire Prevention Lieutenant, 1 Year	F4 - 8	$5,901	$70,814
44015	Fire Prevention Lieutenant, 1 Year	F4 - 9	$6,195	$74,345
44015	Fire Prevention Lieutenant, 15 Months *	F4 - 10	$6,505	$78,062
44015	Fire Prevention Lieutenant, 1 Year	F4 - 11	$6,830	$81,965

CLASS CODE	RANK	GRADE-STEP	MONTHLY	ANNUAL
44016	Fire Prevention Captain, Start	F5 - 1	$4,502	$54,028
44016	Fire Prevention Captain, 1 Year	F5 - 2	$4,823	$57,880
44016	Fire Prevention Captain, 1 Year	F5 - 3	$5,064	$60,770
44016	Fire Prevention Captain, 1 Year	F5 - 4	$5,318	$63,820
44016	Fire Prevention Captain, 1 Year	F5 - 5	$5,584	$67,007
44016	Fire Prevention Captain, 1 Year	F5 - 6	$5,863	$70,355
44016	Fire Prevention Captain, 1 Year	F5 - 7	$6,155	$73,864
44016	Fire Prevention Captain, 1 Year	F5 - 8	$6,463	$77,556
44016	Fire Prevention Captain, 1 Year	F5 - 9	$6,786	$81,431
44016	Fire Prevention Captain, 15 Months *	F5 - 10	$7,125	$85,503
44016	Fire Prevention Captain, 1 Year	F5 - 11	$7,481	$89,778
44025	Fire Prevention Section Chief, Start	F6 - 1	$4,940	$59,279
44025	Fire Prevention Section Chief, 1 Year	F6 - 2	$5,292	$63,499
44025	Fire Prevention Section Chief, 1 Year	F6 - 3	$5,555	$66,663
44025	Fire Prevention Section Chief, 1 Year	F6 - 4	$5,834	$70,011
44025	Fire Prevention Section Chief, 1 Year	F6 - 5	$6,127	$73,520
44025	Fire Prevention Section Chief, 1 Year	F6 - 6	$6,432	$77,189
44025	Fire Prevention Section Chief, 1 Year	F6 - 7	$6,753	$81,042
44025	Fire Prevention Section Chief, 1 Year	F6 - 8	$7,092	$85,100
44025	Fire Prevention Section Chief, 1 Year	F6 - 9	$7,447	$89,366
44025	Fire Prevention Section Chief, 15 Months *	F6 - 10	$7,819	$93,834
44025	Fire Prevention Section Chief, 1 Year	F6 - 11	$8,210	$98,526

* Employees must be in this step for 15 months before moving to next step

Attachment B

CITY OF DALLAS
UNIFORM FIRE SALARY SCHEDULE
Effective January 1, 2009

EXECUTIVE

CLASS CODE	RANK	GRADE-STEP	MONTHLY	ANNUAL
24447	Fire Deputy Chief, Start	F7 - 1	$5,402	$64,821
24447	Fire Deputy Chief, 1 Year	F7 - 2	$5,715	$68,581
24447	Fire Deputy Chief, 1 Year	F7 - 3	$6,029	$72,353
24447	Fire Deputy Chief, 1 Year	F7 - 4	$6,457	$77,483
24447	Fire Deputy Chief, 1 Year	F7 - 5	$6,780	$81,357
24447	Fire Deputy Chief, 1 Year	F7 - 6	$7,119	$85,424
24447	Fire Deputy Chief, 1 Year	F7 - 7	$7,474	$89,693
24447	Fire Deputy Chief, 1 Year	F7 - 8	$7,848	$94,181
24447	Fire Deputy Chief, 15 Months *	F7 - 9	$8,240	$98,890
24447	Fire Deputy Chief, 1 Year	F7 - 10	$8,652	$103,835
44011	Fire Assistant Chief, Start	F8 - 1	$5,475	$65,698
44011	Fire Assistant Chief, 1 Year	F8 - 2	$5,749	$68,983
44011	Fire Assistant Chief, 1 Year	F8 - 3	$6,036	$72,433
44011	Fire Assistant Chief, 1 Year	F8 - 4	$6,338	$76,054
44011	Fire Assistant Chief, 1 Year	F8 - 5	$6,655	$79,857
44011	Fire Assistant Chief, 1 Year	F8 - 6	$6,987	$83,850
44011	Fire Assistant Chief, 1 Year	F8 - 7	$7,348	$88,175
44011	Fire Assistant Chief, 1 Year	F8 - 8	$7,715	$92,584
44011	Fire Assistant Chief, 1 Year	F8 - 9	$8,101	$97,213
44011	Fire Assistant Chief, 1 Year	F8 - 10	$8,506	$102,074
44011	Fire Assistant Chief, 1 Year	F8 - 11	$8,934	$107,208
44011	Fire Assistant Chief, 1 Year	F8 - 12	$9,381	$112,568
44011	Fire Assistant Chief, 1 Year	F8 - 13	$9,850	$118,197
44011	Fire Assistant Chief, 15 Months *	F8 - 14	$10,343	$124,107
44011	Fire Assistant Chief, 1 Year	F8 - 15	$10,860	$130,312

CLASS CODE	RANK	GRADE-STEP	MONTHLY	ANNUAL
24311	Fire Chief, Start	F9 - 1	$7,205	$86,459
24311	Fire Chief, 1 Year	F9 - 2	$7,529	$90,350
24311	Fire Chief, 1 Year	F9 - 3	$7,868	$94,416
24311	Fire Chief, 1 Year	F9 - 4	$8,222	$98,664
24311	Fire Chief, 1 Year	F9 - 5	$8,620	$103,443
24311	Fire Chief, 1 Year	F9 - 6	$9,051	$108,615
24311	Fire Chief, 1 Year	F9 - 7	$9,504	$114,046
24311	Fire Chief, 1 Year	F9 - 8	$9,979	$119,748
24311	Fire Chief, 1 Year	F9 - 9	$10,478	$125,736
24311	Fire Chief, 1 Year	F9 - 10	$11,002	$132,023
24311	Fire Chief, 1 Year	F9 - 11	$11,552	$138,624
24311	Fire Chief, 1 Year	F9 - 12	$12,130	$145,555
24311	Fire Chief, 1 Year	F9 - 13	$12,737	$152,833
24311	Fire Chief, 1 Year	P9 - 14	$13,373	$160,475
24311	Fire Chief, 1 Year	P9 - 15	$14,042	$168,498
24311	Fire Chief, 1 Year	P9 - 16	$14,744	$176,923
24311	Fire Chief, 15 Months *	P9 - 17	$15,481	$185,769
24311	Fire Chief, 1 Year	P9 - 18	$16,255	$195,057

* Employees must be in this step for 15 months before moving to next step

Attachment B

FIRE SPECIAL PAY

Effective January 1, 2009

Service Pay (applicable to all ranks) - Article 1269q. V.T.C.S.

Rate: $4 per month for each year completed

Maximum $100 per month for 25 years of service

Education Incentive Pay (applicable to all ranks)

Rate: $4 per month for each 3 semester hours of college credit earned after the first 45 hours, up to 45 hours (90 total).

Maximum: $60 for 45 hours (90 total), or $100 per month for Bachelor's degree.

Graduation Incentive Pay

Applicable to Fire & Rescue Officer Trainee I and Fire Prevention Officer Trainee I.

Must have entered the Fire Academy after the May, 1998 Fire Training Class. Paid upon graduation.

Rate: $1,000 lump sum

Wellness Incentive Pay - payable in a lump sum one time per year

Good: $150 per year Excellent: $250 per year Superior: $350 per year

Certification & Assignment Pay: Employees may only receive two (2) certification or assignment pays at one time. Employee may select the two certification/assignment pays to be received.

Aircraft Rescue (ARFF) - applicable only when assigned to stations designated by Fire Chief

Lieutenant and below: $150 per month Captain and above: $350 per month

Arson Investigator - applicable only when assigned as Arson Investigator by Fire Chief; $175 per month

EMS Assignment Pay

Applicable to non-supervisory, and EMS Lieutenant and Captain ranks. Paid for ambulance assignment as follows:

Initial Certification - 4 Years	$200 per month	8 Years & 1 Day - 11 Years	$300 per month
4 Years & 1 Day - 6 Years	$250 per month	11 Years & 1 Day - 14 Years	$350 per month
6 Years & 1 Day - 8 Years	$275 per month	14 Years & 1 Day +	$400 per month

Firefighter/Fire Inspector Certification - applicable to employees of all ranks who meet certification requirements

(Eligible employees may receive certification pay for either Firefighter or Fire Inspector, but not both)

Intermediate: $175 per Month Advanced: $250 per Month Master: $500 per Month

Fire Instructor - applicable only when assigned as Fire Instructor by Fire Chief; $175 per month

Hazardous Material Response Team (HAZMAT): applicable only when assigned to stations designated by Fire Chief

Lieutenant and below: $150 per month Captain and above: $350 per month

Paramedic Certification - applicable to selected positions in the Fire Rescue Department as determined by the Fire Chief and approved by the Director of Human Resources.

(Certification pay is included in assignment pay for regular paramedic assignments.)

Rate: $75 per month

Urban Search and Rescue (USAR) - applicable only when assigned to stations designated by Fire Chief

Lieutenant and below: $150 per month Captain and above: $350 per month

CITY OF DALLAS
BUDGET RECLASSIFICATION POSITION CLASSIFICATION ALLOCATION
FY 2008/2009 SUMMARY SHEET

FUND TYPE	Add	Delete	Downgrade	Reclassification	Transfer	Upgrade	Upgrade/ Transfer
General Fund							
Business Development and Procurement Services	1			2		1	
Business Management Services	1		1	1		13	2
City Attorney's Office	5	-4		4			
City Auditor's Office			1			4	
City Manager's Office		-1	1			1	
City Secretary's Office				2		1	
Civil Service		-2		2			
Code Compliance	50		5	12		51	
Code Compliance (Mid-Year Appropriations)	27						
Courts and Detention Services	1	-5		3			
Cultural Affairs	2			3		6	
Development Services	2	-1	3	6	9	2	
Economic Development	1		1	1			
Environmental and Health Services	3	-12	1	4		1	
Environmental Quality	1					1	
Equipment and Building Services	8	-4		1	1	22	
Fire	79			4		6	
Human Resources		-2				2	
Library Services				2		2	
Mayor and City Council		-1				2	
Parks and Recreation	116		6	9		48	
Police	214			9	111	54	1
Public Works and Transportation	3		6	20		18	
Sanitation Services	4			100		43	
Street Services			2	15		84	
General Fund Total	**518**	**-32**	**27**	**200**	**121**	**362**	**3**
Consolidated Plan							
Business Management Services	1					1	
City Attorney's Office	2			1			
Code Compliance					4		
Development Services					3		
Environmental and Health Services	2	-1					
Housing	1			2		2	
Parks and Recreation					5		
Consolidated Plan Total	**6**	**-1**		**3**	**12**	**3**	
Employee Benefit							
Human Resources						1	
Employee Benefit Total						**1**	
Enterprise Fund							
Aviation	14		1	2		17	
Convention and Events Services		-56	6	1		7	
Cultural Affairs	1	-1		2			
Development Services	6	-6	2	6		4	
Water Utilities	18		4	12		76	
Enterprise Fund Total	**39**	**-63**	**13**	**23**		**104**	
Grants							
Environmental and Health Services	2			2		2	
Grants Total	**2**			**2**		**2**	
Internal Services Fund							
Communication and Information Services	16			5	7	21	
Equipment and Building Services	31		4	5		6	
Internal Services Fund Total	**47**		**4**	**10**	**7**	**27**	
Other Fund							
Communication and Information Services	2						
Other Fund Total	**2**						
Risk							
Human Resources						14	
Risk Total						**14**	
Trust Fund							
City Attorney's Office	2						
City Manager's Office	1				1		
Employee Retirement Fund						2	
Trust Fund Total	**3**				**1**	**2**	

Attachment B

CITY OF DALLAS
BUDGET RECLASSIFICATION POSITION CLASSIFICATION ALLOCATION
FY 2008/2009

# of POS	CURR DEPT	CURR UNIT	CURRENT CLASS CODE	CURRENT TITLE	CURRENT GRADE	ACTION	NEW CLASS CODE	NEW TITLE IF NOT THE SAME	NEW GRADE	NEW DEPT	NEW UNIT	BEGINS IF NOT 10/01/2008
Business Development and Procurement Services (General Fund)												
1	POM	1233	76802	Temporary Help	Misc	Reclass	30010	Manager	I		1232	
1	POM	1267	20003	Senior Contract Compliance Administrator	H	Add						
1	POM	1267	30020	Coordinator II	H	Reclass	20003	Senior Contract Compliance Administrator				
1	POM	1265	30012	Manager III	M	Upgrade	30013	Senior Program Manager	N		1267	
4	**POM Total Additions, Deletions, Reclassifications, and Transfers**											
Business Management Services (General Fund)												
1	BMS	1121	24334	Chief Financial Officer	R	Upgrade			S			
1	BMS	1126	30017	Coordinator III	I	Upgrade	30012	Manager III	M			
1	BMS	1128	30802	Graphics Designer	H	Add						
1	BMS	1252	40019	Customer Service Representative II	D	Upgrade	30020	Coordinator II	H			
1	DFDC	2073	30019	Coordinator	G	Upgrade/Transfer	30020	Coordinator II	H	BMS	1256	
1	DFDC	2073	40036	911 Call Taker	E	Upgrade/Transfer	30020	Coordinator II	H	BMS	1256	
2	BMS	1272	18013	Senior Accountant	I	Upgrade	18014	Financial Accountant	K			
1	BMS	1272	18013	Senior Accountant	I	Upgrade	18014	Financial Accountant	K			
1	BMS	1272	18013	Senior Accountant	I	Upgrade	18014	Financial Accountant	K			
1	BMS	1272	24806	City Controller	O	Upgrade			Q			
1	BMS	1252	40038	Customer Service Representative	C	Upgrade	36100	Departmental Technology Analyst	I		1274	
1	BMS	1275	32401	Office Assistant	B	Upgrade	30013	Senior Program Manager	N			
1	BMS	1252	40019	Customer Service Representative II	D	Upgrade	30012	Manager III	M		1275	
1	BMS	1252	40019	Customer Service Representative II	D	Upgrade	32403	Senior Office Assistant	F		1275	
1	BMS	1277	30013	Senior Program Manager	N	Downgrade	30012	Manager III	M			
1	BMS	1252	40019	Customer Service Representative II	D	Upgrade	18011	Accountant III	H		1277	
1	BMS	7843	30019	Coordinator	G	Reclass	32405	Administrative Specialist				
18	**BMS Total Additions, Deletions, Reclassifications, and Transfers**											
City Attorney's Office (General Fund)												
1	ATT	1308	30020	Coordinator II	H	Reclass	20003	Senior Contract Compliance Administrator				
1	ATT	1308	30020	Coordinator II	H	Reclass	32406	Administrative Specialist II				
1	ATT	1308	30020	Coordinator II	H	Reclass	32406	Administrative Specialist II				
1	ATT	1362	30020	Coordinator II	H	Reclass	32406	Administrative Specialist II				
1	ATT	1363	22011	Senior Assistant City Attorney I	L3	Add						
1	ATT	1363	22012	Executive Assistant City Attorney	L5	Add						
1	ATT	1363	22014	Legal Assistant	LA	Add						
1	ATT	1363	22020	Assistant City Attorney II	L2	Add						
1	ATT	1363	32207	Senior Legal Secretary	E	Add						
-3	ATT	1363	16412	Inspector III	G	Delete						
-1	ATT	1375	16412	Inspector III	G	Delete						
5	**ATT Total Additions, Deletions, Reclassifications, and Transfers**											
City Auditor's Office (General Fund)												
1	AUD	1210	18103	Assistant City Auditor III	A3	Downgrade	36100	Departmental Technology Analyst	I			
1	AUD	1210	18104	Assistant City Auditor IV	A4	Upgrade	18105	Assistant City Auditor V	A5			
1	AUD	1210	18104	Assistant City Auditor IV	A4	Upgrade	18105	Assistant City Auditor V	A5			
1	AUD	1210	18104	Assistant City Auditor IV	A4	Upgrade	18105	Assistant City Auditor V	A5			
1	AUD	1210	32403	Senior Office Assistant	F	Upgrade	18103	Assistant City Auditor III	A3			
5	**AUD Total Additions, Deletions, Reclassifications, and Transfers**											

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# of POS	CURR DEPT	CURR UNIT	CURRENT CLASS CODE	CURRENT TITLE	CURRENT GRADE	ACTION	NEW CLASS CODE	NEW TITLE IF NOT THE SAME	NEW GRADE	NEW DEPT	NEW UNIT	BEGINS IF NOT 10/01/2008
City Manager's Office (General Fund)												
1	CMO	1106	30019	Coordinator	G	Upgrade	20003	Senior Contract Compliance Administrator	H			
1	CMO	1110	24404	Third Tier Executive	N	Downgrade	30012	Manager III	M			
-1	CMO	1145	30021	Coordinator IV	J	Delete						
1	**CMO Total Additions, Deletions, Reclassifications, and Transfers**											
City Secretary's Office (General Fund)												
1	SEC	1366	30019	Coordinator	G	Reclass	32405	Administrative Specialist				
1	SEC	1368	36100	Departmental Technology Analyst	I	Upgrade	30005	Senior Executive Assistant	J			
1	SEC	1369	30020	Coordinator II	H	Reclass	32406	Administrative Specialist II				
3	**SEC Total Additions, Deletions, Reclassifications, and Transfers**											
Civil Service (General Fund)												
1	CVS	1412	30020	Coordinator II	H	Reclass	32406	Administrative Specialist II				
1	CVS	1413	30021	Coordinator IV	J	Reclass	30026	Supervisor IV				
-1	CVS	1416	30011	Manager II	K	Delete						
-1	CVS	1416	32401	Office Assistant	B	Delete						
0	**CVS Total Additions, Deletions, Reclassifications, and Transfers**											
Code Compliance (General Fund)												
1	CCS	3452	30011	Manager II	K	Add						
1	CCS	3454	26115	Neighborhood Code Representative	G	Add						
3	CCS	3461	26115	Neighborhood Code Representative	G	Add						
1	CCS	3601	24002	Executive Assistant	I	Downgrade	32209	Executive Secretary	E		3452	
1	CCS	3601	30012	Manager III	M	Downgrade	30010	Manager	I		3462	
1	CCS	3601	30020	Coordinator II	H	Downgrade	32209	Executive Secretary	E		3452	
1	CCS	3617	22407	Title Examiner	G	Reclass	30019	Coordinator	G		3452	
2	CCS	3617	32402	Office Assistant II	D	Upgrade	30019	Coordinator	G		3452	
1	CCS	3626	32402	Office Assistant II	D	Upgrade	32209	Executive Secretary	E		3452	
1	CCS	3617	32402	Office Assistant II	D	Upgrade	30010	Manager	I		3461	
3	CCS	3462	26115	Neighborhood Code Representative	G	Add						
1	CCS	3462	30011	Manager II	K	Add						
1	CCS	3462	30021	Coordinator IV	J	Add						
1	CCS	3462	30023	Supervisor	G	Add						
6	CCS	3471	40039	Senior Customer Service Representative	E	Add						
10	CCS	3471	60215	Equipment Operator	D	Add						04/01/2009
1	CCS	3664	32402	Office Assistant II	D	Upgrade	30011	Manager II	K		3471	
30	CCS	3472	16606	Inspector II	F	Add						01/02/2009
10	CCS	3476	48609	Animal Services Officer	D	Add						01/02/2009
10	CCS	3476	48614	Animal Keeper	B	Add						01/02/2009
1	CCS	3664	32402	Office Assistant II	D	Upgrade	30011	Manager II	K		3476	
1	CCS	3601	06401	Environmental Coordinator	H	Downgrade	26115	Neighborhood Code Representative	G			
1	CCS	3601	30020	Coordinator II	H	Upgrade	36100	Departmental Technology Analyst	I			
1	CCS	3602	50053	Crew Leader	E	Upgrade	30011	Manager II	K			
2	CCS	3602	64003	Laborer	B	Upgrade	30010	Manager	I			
1	CCS	3611	30020	Coordinator II	H	Reclass	32406	Administrative Specialist II				
1	CCS	3612	30019	Coordinator	G	Reclass	32405	Administrative Specialist				
1	CCS	3613	30024	Supervisor II	H	Downgrade	26115	Neighborhood Code Representative	G			
1	CCS	3613	26030	Caseworker	G	Reclass	30023	Supervisor				
4	CCS	3613	76802	Temporary Help	Misc	Reclass	26115	Neighborhood Code Representative	G			

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Code Compliance (General Fund) Continued												
1	CCS	3613	12438	Senior Animal Keeper	D	Upgrade	26115	Neighborhood Code Representative	G			
5	CCS	3613	16605	Inspector	D	Upgrade	26115	Neighborhood Code Representative	G			
18	CCS	3613	16606	Inspector II	F	Upgrade	30023	Supervisor	G			
1	CCS	3613	48609	Animal Services Officer	D	Upgrade	26115	Neighborhood Code Representative	G			
1	CCS	3614	30020	Coordinator II	H	Reclass	32406	Administrative Specialist II				
1	CCS	3617	30020	Coordinator II	H	Reclass	32406	Administrative Specialist II				
1	CCS	3617	32401	Office Assistant	B	Upgrade	30010	Manager	I			
3	CCS	3617	32402	Office Assistant II	D	Upgrade	30010	Manager	I			
1	CCS	3628	30019	Coordinator	G	Upgrade	30011	Manager II	K			
1	CCS	3642	30019	Coordinator	G	Upgrade	30012	Manager III	M			
1	CCS	3645	30019	Coordinator	G	Reclass	32405	Administrative Specialist				
7	CCS	3655	60215	Equipment Operator	C	Upgrade			D			
2	CCS	3655	64003	Laborer	B	Upgrade	30010	Manager	I			
1	CCS	3655	64004	Laborer II	C	Upgrade	30011	Manager II	K			
1	CCS	3662	30020	Coordinator II	H	Reclass	32406	Administrative Specialist II				
145	**CCS Total Additions, Deletions, Reclassifications, and Transfers**											
Court and Detention Services (General Fund)												
1	CTS	1052	24850	Assistant Director II	P	Add						
-5	CTS	1061	43012	Senior Court Specialist	E	Delete						
2	CTS	1078	16606	Inspector II	F	Reclass	46527	Deputy City Marshal				
1	CTS	1081	30017	Coordinator III	I	Reclass	30010	Manager				
-1	**CTS Total Additions, Deletions, Reclassifications, and Transfers**											
Cultural Affairs (General Fund)												
1	OCA	1299	30011	Manager II	K	Add						
1	OCA	1299	30019	Coordinator	G	Add						
1	OCA	4804	30020	Coordinator II	H	Upgrade	30010	Manager	I			
1	OCA	4820	48019	Senior Security Officer	F	Upgrade	30019	Coordinator	G			
1	OCA	4820	50004	Senior Carpenter	D	Upgrade			E			
1	OCA	4820	76802	Temporary Help	Misc	Reclass	30019	Coordinator	G		4833	
1	OCA	4831	76802	Temporary Help	Misc	Reclass	30019	Coordinator	G		4834	
1	OCA	4834	30019	Coordinator	G	Upgrade	32406	Administrative Specialist II	H			
1	OCA	4888	30020	Coordinator II	H	Reclass	32406	Administrative Specialist II				
1	OCA	4820	14718	Senior Usher	B	Upgrade	30020	Coordinator II	H		4888	
1	OCA	4905	50403	Custodian	B	Upgrade	30020	Coordinator II	H		4888	
11	**OCA Total Additions, Deletions, Reclassifications, and Transfers**											
Development Services (General Fund)												
-1	DEV	1152	28043	Senior Planner	J	Delete						
1	DEV	1163	30022	Senior Coordinator	L	Upgrade	30012	Manager III	M			
1	DEV	1167	30022	Senior Coordinator	L	Downgrade	30021	Coordinator IV	J			
1	DEV	1173	30020	Coordinator II	H	Reclass	32406	Administrative Specialist II				
1	DEV	1174	30017	Coordinator III	I	Downgrade	30020	Coordinator II	H			
1	DEV	1175	28043	Senior Planner	J	Downgrade	28042	Planner II	H			
1	DEV	1175	30020	Coordinator II	H	Reclass	32406	Administrative Specialist II				
1	DEV	1181	30020	Coordinator II	H	Reclass	32406	Administrative Specialist II				
1	DEV	1184	30012	Manager III	M	Add						
1	DEV	1184	30017	Coordinator III	I	Add						

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Development Services (General Fund) Continued												
1	CCS	3617	30024	Supervisor II	H	Transfer				DEV	1186	
1	CCS	3628	30011	Manager II	K	Transfer				DEV	1186	
2	CCS	3628	30019	Coordinator	G	Transfer				DEV	1186	
2	CCS	3642	30019	Coordinator	G	Transfer				DEV	1186	
1	CCS	3642	30020	Coordinator II	H	Transfer				DEV	1186	
1	CCS	3642	32401	Office Assistant	B	Transfer				DEV	1186	
1	CCS	3655	30019	Coordinator	G	Transfer				DEV	1186	
1	DEV	3165	30020	Coordinator II	H	Reclass	16404	Senior Plans Examiner				
1	DEV	3165	30020	Coordinator II	H	Reclass	16404	Senior Plans Examiner				
1	DEV	3165	30020	Coordinator II	H	Reclass	32406	Administrative Specialist II				
1	DEV	3165	32402	Office Assistant II	D	Upgrade	36534	Geographic Information Systems Support Technician	E			
21	**DEV Total Additions, Deletions, Reclassifications, and Transfers**											
Economic Development (General Fund)												
1	ECO	1166	30019	Coordinator	G	Reclass	32405	Administrative Specialist				
1	ECO	1168	29004	Economic Development Analyst	I	Add						12/31/2008
1	ECO	1168	30012	Manager III	M	Downgrade	30022	Senior Coordinator	L			
3	**ECO Total Additions, Deletions, Reclassifications, and Transfers**											
Environmental and Health Services (General Fund)												
1	EHS	4011	30010	Manager	I	Reclass	30017	Coordinator III				
1	EHS	4011	30020	Coordinator II	H	Reclass	32406	Administrative Specialist II				
1	EHS	4011	30020	Coordinator II	H	Reclass	32406	Administrative Specialist II				
1	EHS	4011	32402	Office Assistant II	D	Upgrade	30010	Manager	I			
1	EHS	4025	06113	Public Health Nurse	H	Reclass	20814	Human Services Program Specialist				
-1	EHS	4290	30023	Supervisor	G	Delete						
-2	EHS	4290	40019	Customer Service Representative II	D	Delete						
-2	EHS	4290	40038	Customer Service Representative	C	Delete						
-1	EHS	4290	76802	Temporary Help	Misc	Delete						
2	EHS	4305	26027	Community Service Worker	B	Add						
1	EHS	4308	26031	Caseworker II	H	Add						
1	EHS	4308	30012	Manager III	M	Downgrade	30025	Supervisor III	I			
-1	EHS	4309	20814	Human Services Program Specialist	H	Delete						
-1	EHS	4309	26022	Community Outreach Representative	F	Delete						
-4	EHS	4309	76802	Temporary Help	Misc	Delete						
-3	**EHS Total Additions, Deletions, Reclassifications, and Transfers**											
Environmental Quality (General Fund)												
1	OEQ	5602	24830	Assistant Director I	O	Add						
1	OEQ	5601	32402	Office Assistant II	D	Upgrade	32403	Senior Office Assistant	F		5602	
2	**OEQ Total Additions, Deletions, Reclassifications, and Transfers**											
Equipment and Building Services (General Fund)												
1	EBS	3061	50020	Senior Heating, Ventilation, Air Conditioning Mechanic	F	Add						
-1	EBS	3061	58512	Electrician	F	Delete						
1	CCS	3662	56003	Senior Mechanic	F	Transfer				EBS	3061	
12	EBS	3061	50004	Senior Carpenter	D	Upgrade			E			
1	EBS	3061	50010	Plumber	C	Upgrade			D			

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Equipment and Building Services (General Fund) Continued												
5	EBS	3061	50019	Heating, Ventilation, Air Conditioning Mechanic	C	Upgrade			E			
-1	EBS	3062	58512	Electrician	F	Delete						
-1	EBS	3062	64003	Laborer	B	Delete						
1	EBS	3062	30023	Supervisor	G	Upgrade	30010	Manager	I			
1	EBS	3062	32401	Office Assistant	B	Upgrade	32402	Office Assistant II	D			
1	EBS	3062	50004	Senior Carpenter	D	Upgrade			E			
-1	EBS	3064	30020	Coordinator II	H	Delete						
3	EBS	3065	48019	Senior Security Officer	F	Add						
1	EBS	3065	48020	Security Officer	E	Add						
1	EBS	3086	30024	Supervisor II	H	Reclass	32406	Administrative Specialist II				
2	EBS	3103	50020	Senior Heating, Ventilation, Air Conditioning Mechanic	F	Add						07/16/2009
1	EBS	3103	58516	Electronic Technician	F	Add						
1	EBS	3103	30024	Supervisor II	H	Upgrade	00703	Senior Engineer	M			
28	**EBS Total Additions, Deletions, Reclassifications, and Transfers**											
Fire (General Fund)												
2	DFDC	2011	30020	Coordinator II	H	Add						
1	DFDC	2011	40049	Public Information Officer	I	Add						
1	DFDU	2011	44006	Fire Lieutenant	F4	Add						
1	DFDC	2011	30019	Coordinator	G	Reclass	32405	Administrative Specialist				
1	DFDC	2011	32402	Office Assistant II	D	Upgrade	32405	Administrative Specialist	G			
2	DFDU	2014	44006	Fire Lieutenant	F4	Add						
1	DFDU	2014	44002	Fire and Rescue Officer	F2	Upgrade	44006	Fire Lieutenant	F4			
29	DFDU	2020	44002	Fire and Rescue Officer	F2	Add						
16	DFDU	2020	44002	Fire and Rescue Officer	F2	Add						
3	DFDU	2020	44004	Driver Engineer	F3	Add						
3	DFDU	2020	44006	Fire Lieutenant	F4	Add						
3	DFDU	2020	44008	Fire Battalion/Section Chief	F6	Add						
1	DFDU	2020	44002	Fire and Rescue Officer	F2	Upgrade	44008	Fire Battalion/Section Chief	F6			
1	DFDC	2032	30020	Coordinator II	H	Reclass	32406	Administrative Specialist II				
1	DFDC	2032	30025	Supervisor III	I	Reclass	30017	Coordinator III				
1	DFDC	2032	50004	Senior Carpenter	D	Upgrade	56002	Mechanic II	E			
1	DFDC	2032	50004	Senior Carpenter	D	Upgrade			E			
6	DFDU	2041	44005	Fire Prevention Officer	F2	Add						
1	DFDU	2041	44005	Fire Prevention Officer	F2	Add						
2	DFDU	2041	44015	Fire Prevention Lieutenant	F4	Add						
1	DFDU	2042	44015	Fire Prevention Lieutenant	F4	Add						
1	DFDC	2050	38009	Storekeeper II	C	Add						
3	DFDU	2050	44006	Fire Lieutenant	F4	Add						
1	DFDU	2050	44006	Fire Lieutenant	F4	Add						
2	DFDU	2050	44007	Fire Captain	F5	Add						
1	DFDU	2050	44007	Fire Captain	F5	Add						
1	DFDU	2072	44007	Fire Captain	F5	Add						
1	DFDC	2073	30020	Coordinator II	H	Reclass	32406	Administrative Specialist II				
1	DFDC	2091	30019	Coordinator	G	Upgrade	30020	Coordinator II	H			
89	**DFD Total Additions, Deletions, Reclassifications, and Transfers**											

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Human Resources (General Fund)												
1	PER	1432	30011	Manager II	K	Upgrade	30012	Manager III	M			
1	PER	1436	30025	Supervisor III	I	Upgrade	30026	Supervisor IV	J			
-1	PER	1437	20034	Senior Human Resources Analyst	I	Delete						
-1	PER	1437	30011	Manager II	K	Delete						
0	**PER Total Additions, Deletions, Reclassifications, and Transfers**											
Library Services (General Fund)												
1	LIB	5322	30025	Supervisor IV	J	Reclass	30021	Coordinator IV				
1	LIB	5323	30020	Coordinator II	H	Reclass	32406	Administrative Specialist II				
1	LIB	5392	09741	Librarian II	I	Upgrade	24850	Assistant Director II	P		5388	
1	LIB	5389	30011	Manager II	K	Upgrade	30012	Manager III	M			
4	**LIB Total Additions, Deletions, Reclassifications, and Transfers**											
Mayor and City Council (General Fund)												
-1	MCC	1010	24110	Intern	C	Delete						
1	MCC	1010	24110	Intern	C	Upgrade	32208	Council Secretary	F			
1	MCC	1010	30019	Coordinator	G	Upgrade	30020	Coordinator II	H			
1	**MCC Total Additions, Deletions, Reclassifications, and Transfers**											
Parks and Recreation (General Fund)												
1	PKR	5002	30019	Coordinator	G	Upgrade	32406	Administrative Specialist II	H			
1	PKR	5010	50025	Irrigation Technician	B	Upgrade			C			
1	PKR	5033	30025	Supervisor III	I	Upgrade	30026	Supervisor IV	J			
1	PKR	5071	30019	Coordinator	G	Upgrade	32406	Administrative Specialist II	H			
1	PKR	5072	32401	Office Assistant	B	Upgrade	30024	Supervisor II	H			
5	PKR	5119	14522	Recreation Center Assistant	B	Downgrade	32412	Student Worker	A			
100	PKR	5164	14324	Pool Associate	A	Add						
1	PKR	5164	30011	Manager II	K	Add						
1	PKR	5164	30021	Coordinator IV	J	Add						
1	PKR	5164	50054	Senior Crew Leader	F	Add						
1	PKR	5168	64003	Laborer	B	Add						12/01/2008
2	PKR	5168	64003	Laborer	B	Add						12/10/2008
1	PKR	5168	64004	Laborer II	C	Add						05/05/2009
2	PKR	5168	64004	Laborer II	C	Add						05/05/2009
1	PKR	5168	64003	Laborer	B	Upgrade	20006	Contract Compliance Administrator	F			
1	PKR	5195	30025	Supervisor III	I	Reclass	30010	Manager				
1	PKR	5201	30017	Coordinator III	I	Add						
1	PKR	5201	30019	Coordinator	G	Upgrade	30020	Coordinator II	H			
1	PKR	5203	30024	Supervisor II	H	Reclass	30020	Coordinator II				
1	PKR	5206	50002	Carpenter	C	Reclass	64004	Laborer II				
1	PKR	5206	30019	Coordinator	G	Upgrade	30011	Manager II	K			
1	PKR	5208	50053	Crew Leader	E	Upgrade	30011	Manager II	K			
1	PKR	5212	32403	Senior Office Assistant	F	Add						
1	PKR	5212	36504	Senior Information Technology Analyst	J	Downgrade	36100	Departmental Technology Analyst	I			
1	PKR	5212	30019	Coordinator	G	Upgrade	32406	Administrative Specialist II	H			
1	PKR	5168	64003	Laborer	B	Upgrade	38009	Storekeeper II	C		5216	
1	PKR	5222	30019	Coordinator	G	Reclass	32405	Administrative Specialist				
1	PKR	5223	30017	Coordinator III	I	Upgrade	30021	Coordinator IV	J			

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Parks and Recreation (General Fund) Continued												
2	PKR	5225	50002	Carpenter	C	Upgrade			D			
11	PKR	5225	50004	Senior Carpenter	D	Upgrade			E			
4	PKR	5226	60215	Equipment Operator	C	Upgrade			D			
1	PKR	5226	60216	Heavy Equipment Operator	D	Upgrade			E			
1	PKR	5227	58512	Electrician	F	Add						
1	PKR	5235	30010	Manager	I	Upgrade	30011	Manager II	K			
1	PKR	5241	30019	Coordinator	G	Reclass	32405	Administrative Specialist				
1	PKR	5241	30020	Coordinator II	H	Reclass	30024	Supervisor II				
1	PKR	5241	20828	Safety Officer II	H	Upgrade	30011	Manager II	K			
1	PKR	5242	64003	Laborer	B	Upgrade	30020	Coordinator II	H		5241	
1	PKR	5242	50002	Carpenter	C	Upgrade			D			
1	PKR	5243	32401	Office Assistant	B	Upgrade	32402	Office Assistant II	D			
1	PKR	5244	30026	Supervisor IV	J	Reclass	02518	Project Coordinator III				
1	PKR	5244	30023	Supervisor	G	Upgrade	30024	Supervisor II	H			
1	PKR	5244	32401	Office Assistant	B	Upgrade	32402	Office Assistant II	D			
5	PKR	5244	50002	Carpenter	C	Upgrade			D			
2	PKR	5244	50004	Senior Carpenter	D	Upgrade			E			
1	PKR	5244	50010	Plumber	C	Upgrade			D			
1	PKR	5244	58516	Electronic Technician	F	Upgrade	58517	Senior Electronic Technician	G			
1	PKR	5246	32401	Office Assistant	B	Upgrade	32402	Office Assistant II	D			
1	PKR	5247	12400	Zoo Curator	K	Reclass	30011	Manager II				
1	PKR	5247	30020	Coordinator II	H	Reclass	30024	Supervisor II				
1	PKR	5256	50010	Plumber	C	Upgrade			D			
1	PKR	5286	30012	Manager III	M	Add						
2	PKR	5286	30021	Coordinator IV	J	Add						
1	PKR	5286	32402	Office Assistant II	D	Add						
179	**PKR Total Additions, Deletions, Reclassifications, and Transfers**											
Police (General Fund)												
200	DPDU	2112	46004	Police Officer	P2	Add						
1	DPDC	2113	30020	Coordinator II	H	Reclass	20003	Senior Contract Compliance Administrator				
1	DPDC	2115	30020	Coordinator II	H	Reclass	32406	Administrative Specialist II				
1	DPDC	2115	30019	Coordinator	G	Upgrade	32406	Administrative Specialist II	H			
1	DPDC	2115	30019	Coordinator	G	Upgrade	32406	Administrative Specialist II	H			
1	DPDC	2116	30017	Coordinator III	I	Reclass	30010	Manager				
1	DPDC	2127	32401	Office Assistant	B	Upgrade	32402	Office Assistant II	D			
1	DPDC	2127	58515	Electronic Technician Assistant	D	Upgrade	58516	Electronic Technician	F			
1	DPDC	2124	46509	Public Service Officer	G	Upgrade	46507	Senior Criminal Intelligence Analyst	H		2135	
1	DPDC	2124	46509	Public Service Officer	G	Upgrade	46507	Senior Criminal Intelligence Analyst	H		2135	
4	DPDC	2142	30023	Supervisor	G	Add						
9	DPDC	2142	46534	Crime Technician	E	Add						
1	DPDC	2142	46542	Forensic Firearms and Toolmark Examiner	J	Add						
1	DPDC	2142	38015	Senior Storekeeper	E	Reclass	46534	Crime Technician				
1	DPDC	2142	38015	Senior Storekeeper	E	Reclass	46534	Crime Technician				
1	DPDC	2142	38015	Senior Storekeeper	E	Reclass	46534	Crime Technician				
1	DPDC	2142	38015	Senior Storekeeper	E	Reclass	46534	Crime Technician				
3	DPDC	2142	38009	Storekeeper II	C	Upgrade	46534	Crime Technician	E			
1	DPDC	2142	38009	Storekeeper II	C	Upgrade	46534	Crime Technician	E			
1	DPDC	2142	38009	Storekeeper II	C	Upgrade	46534	Crime Technician	E			
1	DPDC	2142	38009	Storekeeper II	C	Upgrade	46534	Crime Technician	E			

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Police (General Fund) Continued												
1	DPDC	2142	38009	Storekeeper II	C	Upgrade	46534	Crime Technician	E			
1	DPDC	2142	38009	Storekeeper II	C	Upgrade	46534	Crime Technician	E			
1	DPDC	2142	38009	Storekeeper II	C	Upgrade	46534	Crime Technician	E			
1	DPDC	2142	38009	Storekeeper II	C	Upgrade	46534	Crime Technician	E			
1	DPDC	2142	38009	Storekeeper II	C	Upgrade	46534	Crime Technician	E			
1	DPDC	2142	38009	Storekeeper II	C	Upgrade	46534	Crime Technician	E			
1	DPDC	2142	38009	Storekeeper II	C	Upgrade	46534	Crime Technician	E			
1	DPDC	2124	46503	Public Service Officer	C	Upgrade	46534	Crime Technician	E		2142	
1	DPDC	2143	30025	Supervisor III	I	Reclass	30010	Manager				
1	DPDC	2143	32402	Office Assistant II	D	Upgrade	32403	Senior Office Assistant	F			
1	DPDC	2143	32402	Office Assistant II	D	Upgrade	32403	Senior Office Assistant	F			
6	DPDC	2147	40035	Police Report Representative	E	Upgrade	40032	Senior Police Report Representative	F			
1	DPDC	2152	30020	Coordinator II	H	Reclass	32406	Administrative Specialist II				
1	DPDC	2152	46521	Police Auto Pound Attendant	C	Upgrade	40019	Customer Service Representative II	D			
1	DPDC	2152	46521	Police Auto Pound Attendant	C	Upgrade	40019	Customer Service Representative II	D			
1	DPDC	2152	46521	Police Auto Pound Attendant	C	Upgrade	40019	Customer Service Representative II	D			
1	DPDC	2152	46521	Police Auto Pound Attendant	C	Upgrade	40019	Customer Service Representative II	D			
1	DPDC	2152	46521	Police Auto Pound Attendant	C	Upgrade	40019	Customer Service Representative II	D			
1	DPDC	2152	46521	Police Auto Pound Attendant	C	Upgrade	40019	Customer Service Representative II	D			
1	DPDC	2152	46521	Police Auto Pound Attendant	C	Upgrade	40019	Customer Service Representative II	D			
1	DPDC	2152	46521	Police Auto Pound Attendant	C	Upgrade	40019	Customer Service Representative II	D			
1	DPDC	2152	46521	Police Auto Pound Attendant	C	Upgrade	40019	Customer Service Representative II	D			
1	DPDC	2152	46521	Police Auto Pound Attendant	C	Upgrade	40019	Customer Service Representative II	D			
1	DPDC	2152	46521	Police Auto Pound Attendant	C	Upgrade	40019	Customer Service Representative II	D			
1	DPDC	2152	46521	Police Auto Pound Attendant	C	Upgrade	40019	Customer Service Representative II	D			
1	DPDC	2152	46521	Police Auto Pound Attendant	C	Upgrade	40019	Customer Service Representative II	D			
1	DPDC	2152	46521	Police Auto Pound Attendant	C	Upgrade	40019	Customer Service Representative II	D			
1	DPDC	2152	46521	Police Auto Pound Attendant	C	Upgrade	40019	Customer Service Representative II	D			
1	DPDC	2152	46521	Police Auto Pound Attendant	C	Upgrade	40019	Customer Service Representative II	D			
1	DPDC	2152	46521	Police Auto Pound Attendant	C	Upgrade	40019	Customer Service Representative II	D			
1	DPDC	2152	46521	Police Auto Pound Attendant	C	Upgrade	40019	Customer Service Representative II	D			
7	DPDC	2152	46521	Police Auto Pound Attendant	C	Upgrade	40019	Customer Service Representative II	D			
2	DPDC	2156	56003	Senior Mechanic	F	Upgrade	52009	Helicopter Mechanic	G			
2	DFDC	2073	20001	Instructor	G	Transfer				DPDC	8836	
1	DFDC	2075	20001	Instructor	G	Transfer				DPDC	8836	
1	DFDC	2071	30011	Manager II	K	Transfer				DPDC	8836	
1	DFDC	2073	30011	Manager II	K	Transfer				DPDC	8836	
1	DFDC	2075	30011	Manager II	K	Transfer				DPDC	8836	
1	DFDC	2073	30012	Manager III	M	Transfer				DPDC	8836	
1	DFDC	2075	30012	Manager III	M	Transfer				DPDC	8836	
1	DFDC	2071	20001	Instructor	G	Upgrade/Transfer	30011	Manager II	K	DPDC	8836	
1	DFDC	2073	30020	Coordinator II	H	Transfer				DPDC	8836	
9	DFDC	2073	30025	Supervisor III	I	Transfer				DPDC	8836	
1	DFDC	2073	32402	Office Assistant II	D	Transfer				DPDC	8836	
2	DFDC	2073	40006	911 Call Taker Trainee	D	Transfer				DPDC	8836	
89	DFDC	2073	40036	911 Call Taker	E	Transfer				DPDC	8836	
1	DFDC	2073	40056	Senior 911 Call Taker	F	Transfer				DPDC	8836	
389	**DPD Total Additions, Deletions, Reclassifications, and Transfers**											

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Public Works and Transportation (General Fund)												
1	PBW	3013	24830	Assistant Director I	O	Add						
1	PBW	3013	30020	Coordinator II	H	Upgrade	24002	Executive Assistant	I			
1	PBW	3014	30017	Coordinator III	I	Downgrade	30020	Coordinator II	H			
1	PBW	3014	30010	Manager	I	Reclass	30017	Coordinator III				
1	PBW	3014	30019	Coordinator	G	Upgrade	32406	Administrative Specialist II	H			
1	PBW	3015	30020	Coordinator II	H	Reclass	32406	Administrative Specialist II				
1	PBW	3016	30020	Coordinator II	H	Reclass	32406	Administrative Specialist II				
1	PBW	3017	30020	Coordinator II	H	Reclass	32406	Administrative Specialist II				
5	PBW	3076	16606	Inspector II	F	Upgrade	16412	Inspector III	G		3017	
1	PBW	3017	32401	Office Assistant	B	Upgrade	32402	Office Assistant II	D			
1	PBW	3022	30020	Coordinator II	H	Reclass	32406	Administrative Specialist II				
1	PBW	3022	32401	Office Assistant	B	Upgrade	32403	Senior Office Assistant	F			
1	PBW	3023	00703	Senior Engineer	M	Downgrade	06303	Environmental Specialist III	G			
1	PBW	3023	30025	Supervisor III	I	Downgrade	06303	Environmental Specialist III	G			
1	PBW	3023	30020	Coordinator II	H	Reclass	32406	Administrative Specialist II				
1	PBW	3023	32402	Office Assistant II	D	Upgrade	30017	Coordinator III	I			
1	PBW	3026	30013	Senior Program Manager	N	Add						
1	PBW	3026	30020	Coordinator II	H	Reclass	32406	Administrative Specialist II				
1	PBW	3027	30013	Senior Program Manager	N	Reclass	02214	Chief City Surveyor				
1	PBW	3027	30019	Coordinator	G	Reclass	32405	Administrative Specialist				
1	PBW	3027	30020	Coordinator II	H	Reclass	32406	Administrative Specialist II				
1	PBW	3030	24830	Assistant Director I	O	Add						
1	PBW	3035	30020	Coordinator II	H	Reclass	32406	Administrative Specialist II				
1	PBW	3036	28042	Planner II	H	Upgrade	28043	Senior Planner	J			
1	PBW	3036	28042	Planner II	H	Upgrade	28043	Senior Planner	J			
1	PBW	3037	30024	Supervisor II	H	Reclass	32406	Administrative Specialist II				
1	PBW	3037	63014	Service Agent	F	Reclass	56206	Traffic Enforcement Specialist				
1	PBW	3037	63014	Service Agent	F	Reclass	56206	Traffic Enforcement Specialist				
1	PBW	3037	63014	Service Agent	F	Reclass	56206	Traffic Enforcement Specialist				
1	PBW	3040	02505	Senior Design Technician	G	Upgrade	00703	Senior Engineer	M			
1	PBW	3051	00703	Senior Engineer	M	Downgrade	30022	Senior Coordinator	L			
1	PBW	3051	30010	Manager	I	Upgrade	30011	Manager II	K			
1	PBW	3051	36533	Senior Geographic Information Systems Support Technician	G	Upgrade	35547	Geographic Information Systems Analyst III	J			
1	PBW	3054	30020	Coordinator II	H	Reclass	32406	Administrative Specialist II				
1	PBW	3071	30024	Supervisor II	H	Downgrade	30023	Supervisor	G			
1	PBW	3071	30024	Supervisor II	H	Downgrade	30023	Supervisor	G			
1	PBW	3071	30020	Coordinator II	H	Reclass	32406	Administrative Specialist II				
2	PBW	3076	63014	Service Agent	F	Upgrade			G			
1	PBW	3093	30019	Coordinator	G	Reclass	32405	Administrative Specialist				
1	PBW	3093	30020	Coordinator II	H	Reclass	30024	Supervisor II				
1	PBW	3093	30020	Coordinator II	H	Reclass	32406	Administrative Specialist II				
1	PBW	3180	63014	Service Agent	F	Upgrade			G			
47	**PBW Total Additions, Deletions, Reclassifications, and Transfers**											
Sanitation Services (General Fund)												
2	SAN	3505	06302	Environmental Specialist II	F	Add						
2	SAN	3505	63014	Service Agent	F	Reclass	06302	Environmental Specialist II				
17	SAN	3511	60215	Equipment Operator	C	Reclass	66214	Truck Driver II				
1	SAN	3511	63014	Service Agent	F	Upgrade			G			
21	SAN	3512	60215	Equipment Operator	C	Reclass	66214	Truck Driver II				

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Sanitation Services (General Fund) Continued												
22	SAN	3513	60215	Equipment Operator	C	Reclass	66214	Truck Driver II				
1	SAN	3513	63014	Service Agent	F	Upgrade			G			
18	SAN	3514	60215	Equipment Operator	C	Reclass	66214	Truck Driver II				
1	SAN	3514	63014	Service Agent	F	Upgrade			G			
17	SAN	3515	60215	Equipment Operator	C	Reclass	66214	Truck Driver II				
1	SAN	3515	63014	Service Agent	F	Upgrade			G			
2	SAN	3532	60215	Equipment Operator	C	Reclass	66214	Truck Driver II				
1	SAN	3511	63014	Service Agent	F	Upgrade			G		3532	
1	SAN	3512	63014	Service Agent	F	Upgrade			G		3532	
1	SAN	3541	63014	Service Agent	F	Upgrade			G			
1	SAN	3541	63014	Service Agent	F	Upgrade			G			
1	SAN	3591	30011	Manager II	K	Add						
24	SAN	3591	60216	Heavy Equipment Operator	D	Upgrade			E			
1	SAN	3592	30020	Coordinator II	H	Reclass	32406	Administrative Specialist II				
1	SAN	3592	30011	Manager II	K	Upgrade	30012	Manager III	M			
5	SAN	3593	60216	Heavy Equipment Operator	D	Upgrade			E			
2	SAN	3594	60216	Heavy Equipment Operator	D	Upgrade			E			
3	SAN	3595	60216	Heavy Equipment Operator	D	Upgrade			E			
1	SAN	3598	30017	Coordinator III	H	Add						
147	**SAN Total Additions, Deletions, Reclassifications, and Transfers**											
Street Services (General Fund)												
1	STS	3311	30012	Manager III	M	Downgrade	30011	Manager II	K			
1	STS	3311	30020	Coordinator II	H	Reclass	32406	Administrative Specialist II				
1	STS	3315	30020	Coordinator II	H	Reclass	06401	Environmental Coordinator				
1	STS	3411	30019	Coordinator	G	Reclass	63014	Service Agent				
1	STS	3411	30019	Coordinator	G	Reclass	63014	Service Agent				
1	STS	3411	30019	Coordinator	G	Upgrade	32406	Administrative Specialist II	H			
3	STS	3411	60215	Equipment Operator	C	Upgrade			D			
1	STS	3411	60216	Heavy Equipment Operator	D	Upgrade			E			
2	STS	3411	63014	Service Agent	F	Upgrade			G			
1	STS	3411	66201	Truck Driver	B	Upgrade	66214	Truck Driver II	C			
1	STS	3412	30019	Coordinator	G	Reclass	63014	Service Agent				
1	STS	3412	30019	Coordinator	G	Reclass	63014	Service Agent				
1	STS	3412	60215	Equipment Operator	C	Upgrade			D			
2	STS	3412	60216	Heavy Equipment Operator	D	Upgrade			E			
1	STS	3412	63014	Service Agent	F	Upgrade			G			
2	STS	3412	66201	Truck Driver	B	Upgrade	66214	Truck Driver II	C			
1	STS	3413	30019	Coordinator	G	Reclass	63014	Service Agent				
1	STS	3413	30019	Coordinator	G	Reclass	63014	Service Agent				
1	STS	3413	30019	Coordinator	G	Reclass	63014	Service Agent				
2	STS	3413	60215	Equipment Operator	C	Upgrade			D			
2	STS	3413	60216	Heavy Equipment Operator	D	Upgrade			E			
1	STS	3413	63014	Service Agent	F	Upgrade			G			
1	STS	3414	30019	Coordinator	G	Reclass	63014	Service Agent				
1	STS	3414	30019	Coordinator	G	Reclass	63014	Service Agent				
1	STS	3414	30019	Coordinator	G	Reclass	63014	Service Agent				
3	STS	3414	60215	Equipment Operator	C	Upgrade			D			
1	STS	3414	60216	Heavy Equipment Operator	D	Upgrade			E			
1	STS	3414	63014	Service Agent	F	Upgrade			G			

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Street Services (General Fund) Continued												
1	STS	3414	66201	Truck Driver	B	Upgrade	66214	Truck Driver II	C			
4	STS	3416	60215	Equipment Operator	C	Upgrade			D			
4	STS	3416	60216	Heavy Equipment Operator	D	Upgrade			E			
1	STS	3416	66201	Truck Driver	B	Upgrade	66214	Truck Driver II	C			
1	STS	3417	30019	Coordinator	G	Reclass	32405	Administrative Specialist				
1	STS	3418	60215	Equipment Operator	C	Upgrade			D			
1	STS	3418	60216	Heavy Equipment Operator	D	Upgrade			E			
5	STS	3419	60215	Equipment Operator	C	Upgrade			D			
1	STS	3419	66201	Truck Driver	B	Upgrade	66214	Truck Driver II	C			
1	STS	3422	30026	Supervisor IV	J	Downgrade	36100	Departmental Technology Analyst	I			
1	STS	3422	30019	Coordinator	G	Reclass	32405	Administrative Specialist				
1	STS	3422	30012	Manager III	M	Upgrade	30013	Senior Program Manager	N			
9	STS	3422	60215	Equipment Operator	C	Upgrade			D			
3	STS	3422	60216	Heavy Equipment Operator	D	Upgrade			E			
1	STS	3422	63014	Service Agent	F	Upgrade			G			
1	STS	3423	60215	Equipment Operator	C	Upgrade			D			
1	STS	3423	66201	Truck Driver	B	Upgrade	66214	Truck Driver II	C			
1	STS	3425	56001	Mechanic	C	Upgrade	60215	Equipment Operator	D			
6	STS	3431	60215	Equipment Operator	C	Upgrade			D			
5	STS	3431	60216	Heavy Equipment Operator	D	Upgrade			E			
2	STS	3431	66201	Truck Driver	B	Upgrade	66214	Truck Driver II	C			
1	STS	3432	30020	Coordinator II	H	Reclass	30024	Supervisor II				
1	STS	3432	30023	Supervisor	G	Upgrade	30024	Supervisor II	H			
6	STS	3432	60215	Equipment Operator	C	Upgrade			D			
4	STS	3432	60216	Heavy Equipment Operator	D	Upgrade			E			
1	STS	3432	66201	Truck Driver	B	Upgrade	66214	Truck Driver II	C			
101	**STS Total Additions, Deletions, Reclassifications, and Transfers**											
Business Management Services (Consolidated Plan)												
1	BMS	2885	18033	Senior Budget Analyst	I	Add						
1	BMS	2885	20003	Senior Contract Compliance Administrator	H	Upgrade	30017	Coordinator III	I			
2	**BMS Total Additions, Deletions, Reclassifications, and Transfers**											
City Attorney's Office (Consolidated Plan)												
1	ATT	2839	30020	Coordinator II	H	Reclass	32406	Administrative Specialist II				
1	ATT	256A	22020	Assistant City Attorney II	L2	Add						
1	ATT	257A	22020	Assistant City Attorney II	L2	Add						
3	**ATT Total Additions, Deletions, Reclassifications, and Transfers**											
Code Compliance (Consolidated Plan)												
1	ATT	2838	16412	Code Inspector III	G	Transfer				CCS	263A	
1	ATT	2835	16412	Code Inspector III	G	Transfer				CCS	264A	
1	ATT	2836	16412	Code Inspector III	G	Transfer				CCS	265A	
1	ATT	2833	16412	Code Inspector III	G	Transfer				CCS	267A	
4	**CCS Total Additions, Deletions, Reclassifications, and Transfers**											

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Development Services (Consolidated Plan)												
1	CCS	2844	30011	Manager II	K	Transfer				DEV	268A	
2	CCS	2843	30019	Coordinator	G	Transfer				DEV	269A	
3	**DEV Total Additions, Deletions, Reclassifications, and Transfers**											
Environmental and Health Services (Consolidated Plan)												
-1	EHS	2867	20814	Human Services Program Specialist	H	Delete						
2	EHS	338A	26031	Caseworker II	H	Add						
1	**EHS Total Additions, Deletions, Reclassifications, and Transfers**											
Housing (Consolidated Plan)												
1	HOU	2889	30020	Coordinator II	H	Reclass	32406	Administrative Specialist II				
1	HOU	2889	28042	Planner II	H	Upgrade	28044	Chief Planner	L			
1	HOU	2890	26030	Caseworker	G	Reclass	32405	Administrative Specialist				
1	HOU	2889	32401	Office Assistant	B	Upgrade	30017	Coordinator III	I		2891	
1	HOU	303A	30017	Coordinator III	I	Add						
5	**HOU Total Additions, Deletions, Reclassifications, and Transfers**											
Parks and Recreation (Consolidated Plan)												
1	PKR	2901	20814	Human Services Program Specialist	H	Transfer					5293	
2	PKR	2901	26030	Caseworker	G	Transfer					5293	
1	PKR	2901	26031	Caseworker II	H	Transfer					5293	
1	PKR	2901	30019	Coordinator	G	Transfer					5293	
5	**PKR Total Additions, Deletions, Reclassifications, and Transfers**											
Human Resources (Employee Benefit)												
1	PER	5710	30011	Manager II	K	Upgrade	30012	Manager III	M			
1	**PER Total Additions, Deletions, Reclassifications, and Transfers**											
Aviation (Enterprise)												
1	AVI	7710	30019	Coordinator	G	Reclass	32405	Administrative Specialist				
1	AVI	7710	18011	Accountant III	H	Upgrade	30011	Manager II	K			
1	AVI	7710	18013	Senior Accountant	I	Upgrade	30012	Manager III	M			
1	AVI	7710	18033	Senior Budget Analyst	I	Upgrade	30011	Manager II	K			
1	AVI	7710	30011	Manager II	K	Upgrade	30012	Manager III	M			
1	AVI	7710	30017	Coordinator III	I	Upgrade	30011	Manager II	K			
1	AVI	7710	30308	Chief Real Estate Specialist	L	Upgrade	30012	Manager III	M			
1	AVI	7721	30010	Manager	I	Add						
2	AVI	7721	40019	Customer Service Representative II	D	Add						
2	AVI	7721	48002	Senior Airport Operations Officer	H	Add						
2	AVI	7721	48003	Airport Operations Officer	G	Add						
1	AVI	7722	50026	Senior Irrigation Technician	E	Add						
1	AVI	7722	30024	Supervisor II	H	Downgrade	30023	Supervisor	G			
1	AVI	7722	30010	Manager	I	Upgrade	30012	Manager III	M			
1	AVI	7722	32401	Office Assistant	B	Upgrade	32402	Office Assistant II	D			
1	AVI	7722	64004	Laborer II	C	Upgrade	50053	Crew Leader	E			
1	AVI	7722	64004	Laborer II	C	Upgrade	50053	Crew Leader	E			

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Aviation (Enterprise) Continued												
1	AVI	7722	64004	Laborer II	C	Upgrade	50053	Crew Leader	E			
1	AVI	7722	64004	Laborer II	C	Upgrade	50053	Crew Leader	E			
1	AVI	7724	50406	Lead Custodian	C	Add						
1	AVI	7725	30011	Manager II	K	Add						
1	AVI	7725	30011	Manager II	K	Add						
1	AVI	7725	30024	Supervisor II	H	Add						
1	AVI	7725	50052	Senior Maintenance Worker	D	Add						
1	AVI	7725	30023	Supervisor	G	Upgrade	30024	Supervisor II	H			
1	AVI	7725	30023	Supervisor	G	Upgrade	30024	Supervisor II	H			
2	AVI	7725	50004	Senior Carpenter	D	Upgrade			E			
1	AVI	7731	64004	Laborer II	C	Add						
1	AVI	7731	30019	Coordinator	G	Reclass	30023	Supervisor	G			
1	AVI	7731	30019	Coordinator	G	Upgrade	32406	Administrative Specialist II	H			
34	**AVI Total Additions, Deletions, Reclassifications, and Transfers**											
Convention and Event Services (Enterprise)												
1	CCT	7815	30019	Coordinator	G	Upgrade	30017	Coordinator III	I			
1	CCT	7822	56003	Senior Mechanic	F	Downgrade	50052	Senior Maintenance Worker	D			
1	CCT	7822	56003	Senior Mechanic	F	Downgrade	50052	Senior Maintenance Worker	D			
1	CCT	7822	56003	Senior Mechanic	F	Downgrade	50052	Senior Maintenance Worker	D			
-53	CCT	7823	50052	Senior Maintenance Worker	D	Delete						
1	CCT	7824	50007	Trades Helper	B	Upgrade	50011	Senior Plumber	F			
1	CCT	7826	50019	Heating, Ventilation, Air Conditioning Mechanic	C	Upgrade			E			
-1	CCT	7829	64004	Laborer II	C	Delete						
1	CCT	7834	30019	Coordinator	G	Downgrade	32403	Senior Office Assistant	F			
1	CCT	7834	30019	Coordinator	G	Downgrade	32403	Senior Office Assistant	F			
1	CCT	7835	30020	Coordinator II	H	Reclass	32406	Administrative Specialist II				
1	CCT	7837	64004	Laborer II	C	Upgrade	58517	Senior Electronic Technician	G			
1	CCT	7840	30010	Manager	I	Downgrade	18011	Accountant III	H			
1	CCT	7810	64004	Laborer II	C	Upgrade	30020	Coordinator II	H		7841	
-1	CCT	7850	30019	Coordinator	G	Delete						
-1	CCT	7850	30021	Coordinator IV	J	Delete						
1	CCT	7860	32402	Office Assistant II	D	Upgrade	34004	Financial Specialist	E			
1	CCT	7860	66200	Parking Attendant	B	Upgrade	40038	Customer Service Representative	C			
-42	**CCT Total Additions, Deletions, Reclassifications, and Transfers**											
Cultural Affairs (Enterprise)												
1	OCA	1067	74022	Radio Announcer	E	Add						
-1	OCA	1068	18011	Accountant III	H	Delete						
1	OCA	1068	30019	Coordinator	G	Reclass	32405	Administrative Specialist				
1	OCA	1068	30020	Coordinator II	H	Reclass	32406	Administrative Specialist II				
2	**OCA Total Additions, Deletions, Reclassifications, and Transfers**											
Development Services (Enterprise)												
-1	DEV	1175	28043	Senior Planner	J	Delete						
-1	DEV	3132	30012	Manager III	M	Delete						
1	DEV	3132	30019	Coordinator	G	Reclass	32405	Administrative Specialist				
1	DEV	3132	30019	Coordinator	G	Reclass	32405	Administrative Specialist				
1	DEV	3141	24002	Executive Assistant	I	Add						

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CITY OF DALLAS
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FY 2008/2009

# of POS	CURR DEPT	CURR UNIT	CURRENT CLASS CODE	CURRENT TITLE	CURRENT GRADE	ACTION	NEW CLASS CODE	NEW TITLE IF NOT THE SAME	NEW GRADE	NEW DEPT	NEW UNIT	BEGINS IF NOT 10/01/2008
Development Services (Enterprise) Continued												
2	DEV	3142	36504	Office Assistant II	D	Add						
-1	DEV	3142	06206	Sanitarian	G	Delete						
-2	DEV	3142	16404	Senior Plans Examiner	H	Delete						
-1	DEV	3142	16415	Arborist	G	Delete						
2	DEV	3151	32402	Office Assistant II	D	Add						
1	DEV	3152	30010	Manager	I	Upgrade	30011	Manager II	K			
1	DEV	3153	16412	Inspector III	G	Downgrade	32402	Office Assistant II	D			
1	DEV	3153	30010	Manager	I	Upgrade	30011	Manager II	K			
1	DEV	3154	30010	Manager	I	Upgrade	30011	Manager II	K			
1	DEV	3155	30010	Manager	I	Upgrade	30011	Manager II	K			
1	DEV	3164	32402	Office Assistant II	D	Add						
1	DEV	3164	00703	Senior Engineer	M	Downgrade	00701	Engineer Assistant	I			
1	DEV	3172	30020	Coordinator II	H	Reclass	32406	Administrative Specialist II				
3	DEV	3173	16606	Inspector II	F	Reclass	02504	Design Technician II				
12	**DEV Total Additions, Deletions, Reclassifications, and Transfers**											
Water Utilities (Enterprise)												
1	DWU	7011	30020	Coordinator II	H	Reclass	32406	Administrative Specialist II				
1	DWU	7019	30013	Senior Program Manager	N	Add						
1	DWU	7019	30010	Manager	I	Upgrade	30011	Manager II	K			
1	DWU	7019	50054	Senior Crew Leader	F	Upgrade	30023	Supervisor	G			
1	DWU	7020	20001	Instructor	G	Add						
1	DWU	7021	30017	Coordinator III	I	Upgrade	30011	Manager II	K			
1	DWU	7031	30020	Coordinator II	H	Reclass	32406	Administrative Specialist II				
1	DWU	7055	02005	Computer Aided Drafting Technician	E	Downgrade	02203	Surveyor Assistant	D			
1	DWU	7055	35547	Geographic Information Systems Analyst III	J	Downgrade	36533	Senior Geographic Information Systems Support Technician	G			
2	DWU	7055	02005	Computer Aided Drafting Technician	E	Reclass	36534	Geographic Information Systems Support Technician				
1	DWU	7055	30024	Supervisor II	H	Upgrade	30025	Supervisor III	I			
1	DWU	7055	35547	Geographic Information Systems Analyst III	J	Upgrade	35548	Senior Geographic Information Systems Analyst	K			
1	DWU	7123	30013	Senior Program Manager	N	Downgrade	30012	Manager III	M			
1	DWU	7124	30025	Supervisor III	I	Upgrade	02518	Project Coordinator III	J			
1	DWU	7141	30017	Coordinator III	I	Reclass	30025	Supervisor III				
1	DWU	7141	30021	Coordinator IV	J	Upgrade	30022	Senior Coordinator	L			
1	DWU	7221	18013	Senior Accountant	I	Upgrade	30011	Manager II	K			
1	DWU	7235	68604	Metering Specialist	E	Reclass	40039	Senior Customer Service Representative				
1	DWU	7236	68604	Metering Specialist	E	Reclass	40039	Senior Customer Service Representative				
1	DWU	7245	58511	Electrician Assistant	D	Upgrade	56003	Senior Mechanic	F			
1	DWU	7313	56001	Mechanic	C	Upgrade	50052	Senior Maintenance Worker	D			
1	DWU	7323	50054	Senior Crew Leader	F	Reclass	56003	Senior Mechanic				
1	DWU	7323	58515	Electronic Technician Assistant	D	Upgrade	30023	Supervisor	G			
1	DWU	7323	64003	Laborer	B	Upgrade	50052	Senior Maintenance Worker	D			
1	DWU	7323	64004	Laborer II	C	Upgrade	50052	Senior Maintenance Worker	D			
3	DWU	7330	64004	Laborer II	C	Add						
1	DWU	7360	30019	Coordinator	G	Upgrade	32406	Administrative Specialist II	H			
1	DWU	7360	30020	Coordinator II	H	Upgrade	36100	Departmental Technology Analyst	I			
1	DWU	7360	30025	Supervisor III	I	Upgrade	30026	Supervisor IV	J			
1	DWU	7360	60216	Heavy Equipment Operator	D	Upgrade			E			
2	DWU	7410	02520	Project Coordinator	H	Add						
1	DWU	7410	56003	Senior Mechanic	F	Add						
1	DWU	7411	30025	Supervisor III	I	Downgrade	32406	Administrative Specialist II	H			

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# of POS	CURR DEPT	CURR UNIT	CURRENT CLASS CODE	CURRENT TITLE	CURRENT GRADE	ACTION	NEW CLASS CODE	NEW TITLE IF NOT THE SAME	NEW GRADE	NEW DEPT	NEW UNIT	BEGINS IF NOT 10/01/2008
Water Utilities (Enterprise) Continued												
1	DWU	7019	50054	Senior Crew Leader	F	Upgrade	30023	Supervisor	G		7412	
4	DWU	7412	60215	Equipment Operator	C	Upgrade			D			
2	DWU	7412	60216	Heavy Equipment Operator	D	Upgrade			E			
6	DWU	7414	60215	Equipment Operator	C	Upgrade			D			
1	DWU	7414	60216	Heavy Equipment Operator	D	Upgrade			E			
1	DWU	7421	30020	Coordinator II	H	Reclass	32406	Administrative Specialist II				
2	DWU	7422	16606	Inspector II	F	Add						
4	DWU	7422	64004	Laborer II	C	Add						04/01/2009
20	DWU	7422	60215	Equipment Operator	C	Upgrade			D			
1	DWU	7423	30010	Manager	I	Reclass	30025	Supervisor III				
3	DWU	7423	60215	Equipment Operator	C	Upgrade			D			
5	DWU	7423	60216	Heavy Equipment Operator	D	Upgrade			E			
4	DWU	7424	64004	Laborer II	C	Add						04/01/2009
1	DWU	7424	30023	Supervisor	G	Reclass	32405	Administrative Specialist				
1	DWU	7452	70037	Water Plant Operator	F	Upgrade	30023	Supervisor	G			
1	DWU	7453	58511	Electrician Assistant	D	Upgrade	58512	Electrician	F			
1	DWU	7454	56003	Senior Mechanic	F	Reclass	70037	Water Plant Operator				
13	DWU	7454	60216	Heavy Equipment Operator	D	Upgrade			E			
1	DWU	7455	56001	Mechanic	C	Upgrade	56003	Senior Mechanic	F			
1	DWU	7455	60216	Heavy Equipment Operator	D	Upgrade			E			
110	**DWU Total Additions, Deletions, Reclassifications, and Transfers**											
Environmental and Health Services (Grant)												
1	EHS	1605	30026	Supervisor IV	J	Reclass	30021	Coordinator IV				
1	EHS	1605	30019	Coordinator	G	Upgrade	32406	Administrative Specialist II	H			
1	EHS	1609	30019	Coordinator	G	Reclass	32405	Administrative Specialist				
1	EHS	1609	30024	Supervisor II	H	Upgrade	30010	Manager	I			
2	EHS	1616	26031	Caseworker II	H	Add						
6	**EHS Total Additions, Deletions, Reclassifications, and Transfers**											
Communication and Information Services (Internal Services)												
1	DSV	1665	36400	Information Technology Consultant	L	Upgrade	36505	Information Technology Manager	M		1551	
1	DSV	1810	00702	Engineer	K	Transfer					1622	
1	DSV	1810	58517	Senior Electronic Technician	G	Transfer					1622	
1	DSV	1664	36409	Information Technology Business Analyst V	M	Add						
1	DSV	1664	18032	Budget Analyst II	H	Upgrade	18013	Senior Accountant	I			
1	DSV	1664	30017	Coordinator III	I	Upgrade	36509	Web Designer	J			
1	DSV	1665	36006	Network Analyst II	J	Upgrade	36409	Information Technology Business Analyst V	M		1664	
1	DSV	1664	36407	Business Analyst III	J	Upgrade	36409	Information Technology Business Analyst V	M			
1	DSV	1665	36408	Business Analyst IV	L	Upgrade	36505	Information Technology Manager	M		1664	
1	DSV	1512	36503	Information Technology Analyst II	I	Upgrade	36526	Senior Programmer/Analyst	K		1664	
2	DSV	1665	36526	Senior Programmer/Analyst	K	Upgrade	36409	Information Technology Business Analyst V	M		1664	
1	DSV	1664	36609	Senior Security Analyst	K	Upgrade	36507	Senior Systems Programmer	L			
1	DSV	1665	40010	Fire Technology Specialist	J	Upgrade	36526	Senior Programmer/Analyst	K		1664	
1	DSV	1665	36505	Information Technology Manager	M	Add						
1	DSV	1665	36509	Web Designer	J	Add						
2	DSV	1665	36525	Senior Information Technology Manager	N	Add						01/01/2009
1	DSV	1665	36525	Senior Information Technology Manager	N	Add						
2	DSV	1665	36526	Senior Programmer/Analyst	K	Add						

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Communication and Information Services (Internal Services) Continued												
2	DSV	1665	36526	Senior Programmer/Analyst	K	Add						01/01/2009
3	DSV	1665	36528	Programmer/Analyst Project Manager	M	Add						
1	DSV	1665	36528	Programmer/Analyst Project Manager	M	Add						01/01/2009
1	DSV	1665	36401	Senior Information Technology Consultant	M	Reclass	36409	Information Technology Business Analyst V				
1	DSV	1665	36401	Senior Information Technology Consultant	M	Reclass	36409	Information Technology Business Analyst V				
1	DSV	1665	36528	Programming Analyst Project Manager	M	Reclass	36409	Information Technology Business Analyst V				
1	DSV	1665	36528	Programming Analyst Project Manager	M	Reclass	36505	Information Technology Manager				
2	DEV	3132	36504	Senior Information Technology Analyst	J	Transfer				DSV	1665	
1	DSV	1667	36016	Computer Operator	C	Upgrade	36505	Information Technology Manager	M		1665	
1	DSV	1665	36505	Information Technology Manager	M	Upgrade	36525	Senior Information Technology Manager	N			
1	DSV	1667	36507	Senior Systems Programmer	L	Upgrade	36505	Information Technology Manager	M		1665	
2	DSV	1665	36528	Programming Analyst Project Manager	M	Upgrade	36525	Senior Information Technology Manager	N			
1	DSV	1667	30019	Coordinator	G	Reclass	32405	Administrative Specialist				
1	DSV	1810	58517	Senior Electronic Technician	G	Transfer					1667	
1	DSV	1667	36017	Computer Operator II	F	Upgrade	30025	Supervisor III	I			
1	DSV	1667	36017	Computer Operator II	F	Upgrade	36026	Senior Computer Operations Analyst	J			
1	DSV	1664	36609	Senior Security Analyst	K	Upgrade	36403	Senior Information Technology Engineer	M		1667	
1	DSV	1675	35547	Geographic Information Systems Analyst III	J	Add						
1	DSV	1675	36403	Senior Information Technology Engineer	M	Add						
1	DFDC	2072	30022	Senior Coordinator	L	Transfer				DSV	1675	
1	DPDC	2147	30022	Senior Coordinator	L	Transfer				DSV	1675	
2	DSV	1810	58517	Senior Electronic Technician	G	Upgrade	36505	Information Technology Manager	M			
49	**DSV Total Additions, Deletions, Reclassifications, and Transfers**											
Equipment and Building Services (Internal Services)												
1	EBS	1701	32402	Office Assistant II	D	Upgrade	30020	Coordinator II	H			
1	EBS	1704	50043	Senior Welder	E	Add						
11	EBS	1704	56001	Mechanic	C	Add						
15	EBS	1704	56002	Mechanic II	E	Add						
2	EBS	1704	56002	Mechanic II	E	Add						
1	EBS	1704	56003	Senior Mechanic	F	Add						
3	EBS	1704	30011	Manager II	K	Upgrade	30012	Manager III	M			
1	EBS	1705	52015	Certified Technician	G	Downgrade	56003	Senior Mechanic	F			
1	EBS	1707	52015	Certified Technician	G	Downgrade	56003	Senior Mechanic	F			
1	EBS	1708	30025	Supervisor III	I	Reclass	30010	Manager				
1	EBS	1711	52015	Certified Technician	G	Downgrade	56003	Senior Mechanic	F			
1	EBS	1711	52015	Certified Technician	G	Downgrade	56003	Senior Mechanic	F			
1	EBS	1715	50007	Trades Helper	B	Add						
1	EBS	1750	24002	Executive Assistant	I	Reclass	30017	Coordinator III				
1	EBS	1750	30020	Coordinator II	H	Reclass	32406	Administrative Specialist II				
1	EBS	1750	30019	Coordinator	G	Upgrade	30020	Coordinator II	H			
1	EBS	1762	30019	Coordinator	G	Reclass	32405	Administrative Specialist				
1	EBS	1765	18032	Budget Analyst II	H	Reclass	30020	Coordinator II				
1	EBS	1766	30019	Coordinator	G	Upgrade	30020	Coordinator II	H			
46	**EBS Total Additions, Deletions, Reclassifications, and Transfers**											

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Communication and Information Services (Other)												
1	DSV	2911	36006	Network Analyst II	J	Add						
1	DSV	2911	36525	Senior Information Technology Manager	N	Add						
2	**DSV Total Additions, Deletions, Reclassifications, and Transfers**											
Human Resources (Risk)												
1	PER	3830	20828	Safety Officer II	H	Upgrade	20836	Senior Risk Analyst	I			
1	PER	3830	20828	Safety Officer II	H	Upgrade	20836	Senior Risk Analyst	I			
1	PER	3830	20828	Safety Officer II	H	Upgrade	20836	Senior Risk Analyst	I			
1	PER	3830	20828	Safety Officer II	H	Upgrade	20836	Senior Risk Analyst	I			
1	PER	3830	20828	Safety Officer II	H	Upgrade	20836	Senior Risk Analyst	I			
1	PER	3830	20828	Safety Officer II	H	Upgrade	20836	Senior Risk Analyst	I			
1	PER	3830	20828	Safety Officer II	H	Upgrade	20836	Senior Risk Analyst	I			
1	PER	3830	20828	Safety Officer II	H	Upgrade	20836	Senior Risk Analyst	I			
1	PER	3830	20828	Safety Officer II	H	Upgrade	20836	Senior Risk Analyst	I			
1	PER	3830	20836	Senior Risk Analyst	I	Upgrade	30026	Supervisor IV	J			
1	PER	3830	20836	Senior Risk Analyst	I	Upgrade	30026	Supervisor IV	J			
1	PER	3830	30019	Coordinator	G	Upgrade	30020	Coordinator II	H			
1	PER	3830	30019	Coordinator	G	Upgrade	30020	Coordinator II	H			
1	PER	3830	30019	Coordinator	G	Upgrade	30020	Coordinator II	H			
14	**PER Total Additions, Deletions, Reclassifications, and Transfers**											
City Attorney's Office (Trust)												
1	ATT	0298	22019	Senior Assistant City Attorney II	L4	Add						
1	ATT	0298	22020	Assistant City Attorney II	L2	Add						
2	**ATT Total Additions, Deletions, Reclassifications, and Transfers**											
City Manager's Office (Trust)												
1	CMO	0779	24850	Assistant Director II	P	Add						
1	EHS	4290	30020	Coordinator II	H	Transfer				CMO	0779	
2	**CMO Total Additions, Deletions, Reclassifications, and Transfers**											
Employee Retirement Fund (Trust)												
1	ERF	5821	32402	Office Assistant II	D	Upgrade	32403	Senior Office Assistant	F			
1	ERF	5821	36100	Departmental Technology Analyst	I	Upgrade	36200	Employee Retirement Fund Information Technology Specialist	J			
2	**ERF Total Additions, Deletions, Reclassifications, and Transfers**											
1462	**Citywide Total Additions, Deletions, Reclassifications, and Transfers**											

ADDENDUM ITEM # 23

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: September 24, 2008

COUNCIL DISTRICT(S): All

DEPARTMENT: Water Utilities

CMO: Ramon F. Miguez, P.E., 670-3308

MAPSCO: All

SUBJECT

An ordinance amending Chapter 49 of the Dallas City Code to establish and adjust certain rates, charges and fees relating to water and wastewater services for Dallas and customer cities effective October 1, 2008 (fee list attached) - Estimated Revenue: $24,551,550

BACKGROUND

The Water Utilities Department is supported solely by revenues from the sale of water and wastewater services. To continue a program of system improvements and to assure retail customers and wholesale customers adequate and reliable service, certain fees and retail and wholesale rate adjustments are required to fund operations of the utility during FY08-09.

A study has been conducted in accordance with contractual obligations and accepted rate-making principles to determine the costs associated with providing water and wastewater service to various classes of customers. This ordinance will adjust fees and retail and wholesale rates to provide sufficient revenues for furnishing water and wastewater service to Dallas and its customer cities.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Briefed to the Council on August 25, 2008.

FISCAL INFORMATION

Estimated Revenue: $24,551,550.00

Proposed Fee Changes
Effective October 1, 2008

	Existing Fee	Proposed Fee
Surcharge Rates		
1. Biochemical Oxygen Demand	$2.00160	$2.21010
2. Total Suspended Solids	$1.20680	$1.33440
Untreated Water Contracts		
3. Short-term contracts	$63.00	$225.00
4. Long-term contracts	$365.00	$385.00
Backflow Prevention Devices		
5. Backflow device inspection	$45.00	$50.00
6. Each additional device at site	$40.00	$45.00
Discontinuance Charges		
7. Temporary discontinuance charge	$4.50	$25.00
Development Review Fees		
8. Design review for >100 ft. of construction	$700.00	$1,050.00
9. Design review for <100 ft. of construction	$200.00	$300.00
10. Each additional design review	$200.00	$300.00
Fire Flow Test Fee (Chapter 49)		
11. Fire flow test	N/A	$150.00

9/5/08

ORDINANCE NO. _____

An ordinance amending Sections 49-18.1, 49-18.2, 49-18.4, 49-18.5, 49-18.6, 49-18.11, 49-18.12, 49-18.14, and 49-18.16 of CHAPTER 49, "WATER AND WASTEWATER," of the Dallas City Code, as amended; establishing and adjusting rates and charges for treated water service, wastewater service, wholesale water and wastewater service to governmental entities, untreated water service, oversize, side, and off-site facilities, inspection of backflow prevention devices, industrial surcharges for excessive concentrations, development review activities, temporary discontinuance of water service, and fire flow testing; providing a penalty not to exceed $2,000; providing a saving clause; providing a severability clause; and providing an effective date.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That Section 49-18.1, "Rates for Treated Water Service," of Article II, "Rates, Charges and Collections," of CHAPTER 49, "WATER AND WASTEWATER," of the Dallas City Code, as amended, is amended to read as follows:

"SEC. 49-18.1. RATES FOR TREATED WATER SERVICE.

(a) Form of rate. The monthly rate for treated water service to a customer consists of:

(1) a customer charge; and

(2) a usage charge.

(b) Billing cycle. In this section, water used per month is based upon the billing cycle of the department.

(c) Rate tables. The director shall charge customers for treated water service in accordance with the following tables:

(1) Water Service Customer Charges.

METER SIZE	RATE PER METER
5/8-inch meter	$3.90
3/4-inch meter	4.57
1-inch meter	6.64
1-1/2-inch meter	12.50
2-inch meter	19.53
3-inch meter	46.88
4-inch meter	78.13
6-inch meter	156.26
8-inch meter	261.74
10-inch meter or larger	398.47 [~~398.97~~]

(2) Usage Charge—Rate Per 1,000 Gallons.

TYPE OF USAGE		
(A)	Residential:	
(i)	Up to 4,000 gallons	$1.50 [~~1.41~~]
(ii)	4,001 to 10,000 gallons	2.80 [~~2.57~~]
(iii)	10,001 to 15,000 gallons	3.92 [~~3.55~~]
(iv)	Above 15,000 gallons	5.02 [~~4.52~~]
(B)	General service:	
(i)	Up to 10,000 gallons	1.95 [~~1.70~~]
(ii)	Above 10,000 gallons	2.39 [~~2.20~~]
(iii)	Above 10,000 gallons and 1.4 times annual average monthly usage	3.52 [~~3.30~~]

(d) Applicability of rates to meters. The charges for water service in Subsection (c) of this section apply to each meter that exists at a customer's premises. A customer may request removal of inactive meters to combine services through a single meter. If, within one year, a customer requests removal and restoration of a meter that is used for lawn sprinkling, air conditioning, or other seasonal purposes, the customer shall pay a reconnection charge that is equal to the monthly customer charge in Subsection (c) of this section multiplied by the number of months the service was discontinued.

(e) Rates where no meter exists. If a customer is without a meter, the minimum usage charge per month is based upon the average monthly usage for a customer in the same service class at the rate specified in Subsection (c) of this section. The customer charge is based upon the size of the service line at the property.

(f) Election for certain general water service customers. A general water service customer inside the city who uses at least 1,000,000 gallons of water per month may elect, in writing, to be assessed the special charges under this subsection instead of the regular general service rate, according to the following conditions:

(1) The customer must agree to pay each year:

(A) the monthly customer charge provided in Subsection (c);

(B) $1,548.12 [~~1,450~~] per month as a usage charge on the first 1,000,000 gallons used in a billing period; and

(C) $1.97 [~~1.85~~] per 1,000 gallons used in excess of 1,000,000 gallons per month.

(2) The customer must agree that consumption billed during any billing period ending in May, June, July, August, September, and October will not exceed 1.5 times the average monthly consumption billed in the previous winter months of December through March.

(3) To be eligible for the special rate, a customer's maximum hourly water usage during a seven-day period must not be greater than seven times the average hourly usage rate for the same seven-day period.

(4) If a customer's usage of water exceeds the amounts allowed under Subsection (f)(2) or (f)(3), the customer will be notified that the customer will be billed at the regular usage charge stated in Subsection (c) for a minimum of 12 months, and such additional time until the customer can demonstrate to the satisfaction of the director that the requirements of Subsection (f)(2) and (f)(3) can be maintained.

(5) The director may grant a variance to Subsection (f)(4) where special circumstances warrant.

(g) Adjusted rates for hidden water leaks. When a customer experiences a substantial increase in water or wastewater usage from a hidden water leak and the customer meets the requirements of Section 49-9(e), the director will adjust the account and bill the customer:

(1) an estimated amount of normal water usage for the period at the regular rate;

(2) the excess water usage caused by the hidden leak at the following applicable rate:

TYPE OF USAGE		RATE PER 1,000 GALLONS
(A)	Residential	1.50 [~~1.41~~]
(B)	General service	1.95 [~~1.70~~]
(C)	Optional general service	1.97 [~~1.85~~]
(D)	Municipal service	1.92 [~~1.80~~]

and

(3) the applicable wastewater rate prescribed in Section 49-18.2(c), based on an adjustment of wastewater volume to estimated normal volume, where adjustment is appropriate.

(h) Billing based on full month. If a customer requests discontinuance of service at an address where uninterrupted service was provided for a period of time so short that the only bill for services rendered would be the final bill, such billing will be computed as though service had been furnished for a full billing month.

(i) Rates for municipal purpose water service. Water service to property owned by the city of Dallas that is used solely for municipal purposes may be charged $1.92 [~~1.80~~] per 1,000 gallons of water used."

SECTION 2. That Section 49-18.2, "Rates for Wastewater Service," of Article II, "Rates, Charges and Collections," of CHAPTER 49, "WATER AND WASTEWATER," of the Dallas City Code, as amended, is amended to read as follows:

"SEC. 49-18.2. RATES FOR WASTEWATER SERVICE.

(a) Form of rate. The monthly rate for wastewater service to a customer consists of:

(1) a customer charge;

(2) a usage charge; and

(3) a surcharge for excessive concentration of wastes, if applicable.

(b) Billing cycle. In this section, water used per month is based upon the billing cycle of the department.

(c) Rate tables. The director shall charge a customer for wastewater service in accordance with the following tables:

Wastewater Service Charges.

(1) Monthly customer charges

METERSIZE	RATE PER METER
5/8-inch meter	$3.49
3/4-inch meter	4.09
1-inch meter	5.93
1-1/2-inch meter	11.17
2-inch meter	17.44
3-inch meter	41.86
4-inch meter	69.76
6-inch meter	139.51
8-inch meter	233.69
10-inch meter or larger	355.76

(2)	Monthly residential usage charge	$4.19 [~~3.93~~] per 1,000 gallons of the average water consumption billed in the months of December, January, February, and March, or of the actual month's water consumption, whichever is less, up to a maximum charge of 40,000 gallons per month
(3)	Monthly general service usage charge	$2.62 [~~2.45~~] per 1,000 gallons of water used
(4)	Monthly usage charge for Section 49-18.1(f) customer	$2.55 [~~2.36~~] per 1,000 gallons of water used
(5)	Monthly general service usage charge for wastewater separately metered	$2.65 [~~2.46~~] per 1,000 gallons of wastewater discharged
(6)	Monthly surcharge for excessive concentrations of waste	An amount calculated in accordance with Sections 49-18.12, 49-48 and 49-49 of this chapter

(7)	Monthly surcharge for excessive concentrations of waste for wastewater separately metered	An amount calculated in accordance with Sections 49-18.12, 49-48 and 49-49 of this chapter

(d) Where residential water service is not used. If a residential customer does not receive water service solely from the city, the director shall estimate water used per month to determine the usage charge in Subsection (c).

(e) Where general water service is not used. If a general service customer does not receive water service solely from the city, the customer must install and maintain, at the customer's expense, adequate meters that measure total water usage from other sources and that meet American Water Works Association standards. The customer must pay an additional customer charge of $10.00 per month for each meter, regardless of size, installed under this subsection. When a meter is inaccurate, the director may estimate water usage.

(f) Rates for municipal purpose wastewater service. Wastewater service to property owned by the city of Dallas that is used solely for municipal purposes may be charged $2.20 [~~1.92~~] per 1,000 gallons of water used."

SECTION 3. That Section 49-18.4, "Rates for Wholesale Water and Wastewater Service to Governmental Entities," of Article II, "Rates, Charges and Collections," of CHAPTER 49, "WATER AND WASTEWATER," of the Dallas City Code, as amended, is amended to read as follows:

"SEC. 49-18.4. RATES FOR WHOLESALE WATER AND WASTEWATER SERVICE TO GOVERNMENTAL ENTITIES.

(a) Form of rate. The director may provide wholesale water service to governmental entities. The service will be furnished in accordance with a written contract at the rates prescribed in this section and under such other terms and conditions as the city council deems reasonable. The rate for wholesale water service to a governmental entity will consist of:

(1) a volume charge and a demand charge; or

(2) a flat rate charge.

(b) Rate table. The director shall charge a governmental entity for wholesale water service in accordance with the following:

(1) The volume charge for treated water is $0.3716 [~~3509~~] per 1,000 gallons of water used, and the annual water year demand charge is $174,633 [~~161,503~~] per each mgd, as established by the highest rate of flow controller setting.

(2) If a flat rate charge for treated water is provided by contract, or in the absence of a rate of flow controller, the charge is $1.4631 [~~3603~~] per 1,000 gallons of treated water used.

(3) A monthly readiness-to-serve charge will be assessed for any standby service point. The monthly fee, based on size of connection, is as follows:

Size of Connection	Monthly Standby Fee
3-inch	$46.88
4-inch	78.13
6-inch	156.26
8-inch	261.74
10-inch or larger	398.47

(4) The rate for regular [~~non-interruptible~~] untreated water service to a governmental entity is $0.4744 [~~3966~~] per 1,000 gallons of untreated water used. The rate [~~charge~~] for interruptible untreated water service to a governmental entity is $0.2320 [~~1944~~] per 1,000 gallons of untreated water used.

(c) Revisions. Unless otherwise provided in this chapter, if the written contract for wholesale service between the city and a governmental entity provides for revision of rates, the charges under the written contract must comply with the charges provided in this section.

(d) Emergency exchanges. The director may, in the interest of the city and its customers, make connection agreements with other governmental entities for emergency exchange of water.

(e) Wholesale wastewater rates. The director may provide wholesale wastewater service to other governmental entities by contract, in accordance with the following rules:

(1) The monthly rate for wholesale wastewater service[~~s~~] is $2.1251 [~~1.8227~~] per 1,000 gallons of wastewater discharged. The director is authorized to compensate those governmental entities located within the boundaries of the city for the city's use of integrated facilities owned by those governmental entities.

(2) An infiltration and inflow adjustment factor of 19.9 [~~21.5~~] percent will be added to the average water consumption for the months of December, January, February, and March to determine billable volume for a governmental entity with unmetered wholesale wastewater service.

(3) If the BOD or suspended solids concentration of waste discharged exceeds 250 mg/L, the governmental entity must pay a surcharge calculated [~~at the prompt payment rate~~] in accordance with Section 49-18.12(1)(A) or (B), whichever applies.

(f) Treatment of water owned by another governmental entity. The director may provide treatment services at the Elm Fork water treatment plant to water owned by another governmental entity in accordance with a written contract. The volume charge for treating water owned by another governmental entity is $0.2721 [~~2557~~] per 1,000 gallons of water treated, and the annual water year demand charge is $38,680 [~~36,063~~] per each mgd, as established by the maximum demand capacity set forth in the contract."

SECTION 4. That Section 49-18.5, "Rate for Untreated Water," of Article II, "Rates, Charges and Collections," of CHAPTER 49, "WATER AND WASTEWATER," of the Dallas City Code, as amended, is amended to read as follows:

"SEC. 49-18.5. RATE FOR UNTREATED WATER.

(a) Regular rate. The charge for untreated water is $0.4744 [~~3966~~] per 1,000 gallons of water used.

(b) Interruptible rate. The charge for interruptible service is $0.2320 [~~1944~~] per 1,000 gallons of water used.

(c) Reservoir supply permits. The director may authorize contracts with owners of property abutting water supply lakes or streams for the domestic use of untreated water. A contract under this subsection may not allow withdrawal of untreated water in excess of 10 acre-feet per year. A charge for water used will be made as provided in Subsection (a) or (b). The term of such contracts may not exceed three years, but the contracts are renewable at the option of the city. An application for a contract or contract renewal under this subsection must be accompanied by a nonrefundable processing fee of $63.

(d) Commercial contracts for untreated water.

(1) Short-term contracts. The director may authorize short-term contracts, without the necessity of council approval, with owners of property abutting water supply lakes or streams for the commercial use of untreated water. A contract under this paragraph may not allow withdrawal of untreated water in excess of 10 acre-feet per year. A charge for water used will be made as provided in Subsection (a) or (b). The term of such contracts may not exceed three years, but the contracts are renewable at the option of the city. An application for a short-term contract or contract renewal must be accompanied by a nonrefundable processing fee of $225 [~~63~~].

(2) Long-term contracts. The director may authorize long-term contracts, with council approval, with owners of property abutting water supply lakes or streams for the commercial use of untreated water. A contract under this paragraph may allow withdrawal of untreated water in excess of 10 acre-feet per year. A charge for water used will be made as provided in Subsection (a) or (b). The term of such contracts may exceed three years, and are renewable at the option of the city. An application for a long-term contract or contract renewal must be accompanied by a nonrefundable processing fee of $385 [~~365~~].

(e) Treatment plant effluent. Wastewater treatment plant effluent may be purchased for one-half of the regular rate for untreated water. No distribution facilities will be provided by the city."

SECTION 5. That Section 49-18.6, "Fees for Inspection and Testing of Meters and Backflow Prevention Devices," of Article II, "Rates, Charges and Collections," of CHAPTER 49, "WATER AND WASTEWATER," of the Dallas City Code, as amended, is amended to read as follows:

"SEC. 49-18.6. FEES FOR INSPECTION AND TESTING OF METERS AND BACKFLOW PREVENTION DEVICES.

(a) Meter inspection fees. No charge will be made for the first meter change or meter test requested by a customer at a single service connection within any 12-month period. For each additional meter change or meter test requested by a customer within a 12 month period that does not result in a finding that the meter over-registered in excess of 1-1/2 percent, the director shall charge the customer a fee according to the following schedule:

Meter-Size	Fee
5/8 to 1-inch	$50.00
1-1/2 to 2-inch	$35.00
Larger than 2-inch	Actual cost of change and test

(b) Meter replacement fees. A customer with an existing one-inch service and a 5/8-inch or 3/4-inch meter, who requests that the meter be increased to one inch, shall pay a fee of $185. Any other customer requesting an increase in meter size up to but not greater than the size of the existing service shall pay a connection charge for the requested size meter in accordance with Section 49-18.7(a) and (b).

(c) Inspection fee for meter verification. An inspection under Section 49-9(d) is free if the director verifies a gross discrepancy or a customer requests not more than one inspection during any six-month period, otherwise the charge is $15 for an inspection.

(d) Backflow prevention device inspection fees. The owner or person in control of premises on which a backflow prevention [~~protection~~] device is located must pay a fee to the city for the periodic inspection and testing as follows:

(1)	For any backflow prevention [~~reduced pressure (RP)~~] device	$50 [~~45~~].00 each
(2)	For each [~~Each~~] additional backflow prevention device inspected [~~RP inspection~~] at the same site, same time.	$45 [~~40~~].00 each
	[~~Each double check (DC) inspection at same site, same time.~~	~~$35.00 each~~
~~(2)~~	~~For a double check (DC) device~~	~~$40.00 each~~
	~~Each additional inspection at same site, same time.~~	~~$35.00 each~~]

(e) Exception. This section does not apply to a governmental entity that receives wholesale water or wastewater service."

SECTION 6. That Section 49-18.11, "Evaluated Cost Tables for Oversize, Side, or Off-site Facilities," of Article II, "Rates, Charges and Collections," of CHAPTER 49, "WATER AND WASTEWATER," of the Dallas City Code, as amended, is amended to read as follows:

"SEC. 49-18.11. EVALUATED COST TABLES FOR OVERSIZE, SIDE, OR OFF-SITE FACILITIES.

The director will use the following evaluated cost tables to calculate city payments and to calculate fees due under Section 49-62. City payments will be calculated by the director by using either the unit prices in the construction contract submitted by the developer, or the unit prices in the evaluated cost tables, whichever is less.

WATER MAINS AND APPURTENANCES

ITEM	UNITS	
4-inch pipe	linear foot	$34.00 [~~22.25~~]
6-inch pipe	linear foot	40.00 [~~24.75~~]
8-inch pipe	linear foot	43.00 [~~28.75~~]
12-inch pipe	linear foot	70.00 [~~40.25~~]
16-inch pipe	linear foot	80.00 [~~53.75~~]
20-inch pipe	linear foot	90.00 [~~60.65~~]

24-inch pipe	linear foot	140.00 [~~91.70~~]
30-inch pipe	linear foot	150.00 [~~99.80~~]
36-inch pipe	linear foot	165.00 [~~110.70~~]
39-inch pipe	linear foot	170.00 [~~113.30~~]
42-inch pipe	linear foot	175.00 [~~117.30~~]
45-inch pipe	linear foot	190.00 [~~125.50~~]
48-inch pipe	linear foot	200.00 [~~133.60~~]
4-inch valve	each	700.00 [~~440.00~~]
6-inch valve	each	800.00 [~~540.00~~]
8-inch valve	each	1,200.00 [~~685.00~~]
12-inch valve	each	1,900.00 [~~1,180.00~~]
16-inch valve	each	4,100.00 [~~2,750.00~~]
20-inch valve	each	7,350.00 [~~4,900.00~~]
24-inch valve	each	9,700.00 [~~6,500.00~~]
30-inch valve	each	16,000.00 [~~11,200.00~~]
36-inch valve	each	21,000.00 [~~14,500.00~~]
42-inch valve	each	43,000.00 [~~29,000.00~~]
48-inch valve	each	64,000.00 [~~43,000.00~~]
Fire hydrant	each	2,350.00 [~~1,575.00~~]
3/4-inch copper deadhead	each	525.00 [~~350.00~~]
1-inch copper deadhead	each	585.00 [~~390.00~~]
1 1/2-inch copper deadhead	each	975.00 [~~650.00~~]
2-inch copper deadhead	each	1,545.00 [~~1,030.00~~]
3/4-inch water service, meter box and transfer for others	each	1,110.00 [~~740.00~~]
1-inch water service, meter box and transfer for others	each	1,170.00 [~~780.00~~]
1 1/2-inch water service, meter box and transfer for others	each	1,560.00 [~~1,040.00~~]
2-inch water service, meter box and transfer for others	each	2,130.00 [~~1,420.00~~]
Cut and plug water main for others	each	735.00 [~~490.00~~]
Remove fire hydrant for others	each	540.00 [~~360.00~~]
Reconnect existing service for others	each	585.00 [~~390.00~~]
Disposal of heavily chlorinated water	contract	1,120.00 [~~750.00~~]
3/4-inch air relief	each	1,485.00 [~~990.00~~]
1-inch air relief	each	3,450.00 [~~2,300.00~~]
2-inch air relief	each	4,350.00 [~~2,900.00~~]
Bore for 6-inch water	linear foot	145.00 [~~98.25~~]
Bore for 8-inch water	linear foot	165.00 [~~110.00~~]
Bore for 12-inch water	linear foot	180.00 [~~120.00~~]

Bore for 16-inch water	linear foot	195.00 [~~130.00~~]
Bore for 20-inch water	linear foot	230.00 [~~154.80~~]
Bore for 24-inch water	linear foot	245.00 [~~164.00~~]
Bore for 36-inch water	linear foot	265.00 [~~177.00~~]
Bore for 39-inch water	linear foot	270.00 [~~180.00~~]
Bore for 42-inch water	linear foot	275.00 [~~183.00~~]
Bore for 45-inch water	linear foot	280.00 [~~186.00~~]
Bore for 48-inch water	linear foot	285.00 [~~190.00~~]

SANITARY SEWER MAINS AND APPURTENANCES

ITEM	UNITS	
6-inch pipe	linear foot	$30.00 [~~20.50~~]
8-inch pipe	linear foot	50.00 [~~27.00~~]
10-inch pipe	linear foot	55.00 [~~31.00~~]
12-inch pipe	linear foot	60.00 [~~36.50~~]
15-inch pipe	linear foot	75.00 [~~51.00~~]
18-inch pipe	linear foot	80.00 [~~55.00~~]
21-inch pipe	linear foot	90.00 [~~60.00~~]
24-inch pipe	linear foot	110.00 [~~73.00~~]
27-inch pipe	linear foot	130.00 [~~86.50~~]
30-inch pipe	linear foot	140.00 [~~91.70~~]
33-inch pipe	linear foot	160.00 [~~107.50~~]
36-inch pipe	linear foot	190.00 [~~130.00~~]
39-inch pipe	linear foot	200.00 [~~133.50~~]
42-inch pipe	linear foot	210.00 [~~137.50~~]
48-inch pipe	linear foot	230.00 [~~157.00~~]
Lateral	each	700.00 [~~475.00~~]
Lateral for others	each	1,200.00 [~~865.00~~]
Reconnect existing lateral for others	each	500.00 [~~390.00~~]
Cleanout	each	460.00 [~~308.75~~]
Wastewater access device	each	2,200.00 [~~1,500.00~~]
4-foot diameter manhole	each	4,000.00 [~~2,100.00~~]
5-foot diameter manhole	each	4,200.00 [~~2,750.00~~]
6-foot diameter manhole	each	5,000.00 [~~3,600.00~~]
Type "S" manhole	each	5,400.00 [~~3,600.00~~]
Bore for 6-inch sewer	linear foot	135.00 [~~90.00~~]
Bore for 8-inch sewer	linear foot	160.00 [~~108.00~~]
Bore for 10-inch sewer	linear foot	220.00 [~~148.00~~]
Bore for 12-inch sewer	linear foot	240.00 [~~161.00~~]
Bore for 15-inch sewer	linear foot	260.00 [~~175.00~~]
Bore for 18-inch sewer	linear foot	270.00 [~~180.00~~]
Bore for 21-inch sewer	linear foot	275.00 [~~185.00~~]
Bore for 24-inch sewer	linear foot	290.00 [~~195.00~~]

Bore for 27-inch sewer	linear foot	295.00 [~~197.00~~]
Bore for 30-inch sewer	linear foot	300.00 [~~200.00~~]
Bore for 33-inch sewer	linear foot	305.00 [~~205.00~~]
Bore for 36-inch sewer	linear foot	310.00 [~~207.00~~]
Bore for 39-inch sewer	linear foot	315.00 [~~210.00~~]
Bore for 42-inch sewer	linear foot	320.00 [~~215.00~~]
Bore for 48-inch sewer	linear foot	325.00 [~~220.00~~]
Abandon existing manhole for others	each	630.00 [~~425.00~~]

MISCELLANEOUS ITEMS

ITEM	UNITS	
Crushed rock for paving repairs	cubic yard	$30.00 [~~26.00~~]
Asphalt paving	square yard	100.00 [~~75.00~~]
Concrete paving	cubic yard	375.00
Driveway	cubic yard	215.00
Sidewalk	square yard	40.00 [~~31.50~~]
Curb and gutter	linear foot	29.00 [~~19.50~~]
Stabilized backfill	cubic yard	60.00 [~~40.50~~]
Concrete backfill	cubic yard	170.00 [~~118.00~~]
Rip rap	square yard	40.00 [~~36.50~~]
Rock foundation	cubic yard	60.00 [~~56.00~~]
Excavation: in excess of 10 feet in depth below approved street grade:		
in dirt	cubic yard	15.00 [~~14.75~~]
in rock	cubic yard	30.00 [~~28.00~~]

NOTE:

A payment for an extra depth manhole shall be calculated by adding 10 percent of the manhole unit price for each foot in excess of 10 feet below approved street grade to the unit price."

SECTION 7. That Section 49-18.12, "Industrial Surcharge Rate Formula for Excessive Concentrations," of Article II, "Rates, Charges and Collections," of CHAPTER 49, "WATER AND WASTEWATER," of the Dallas City Code, as amended, is amended to read as follows:

"SEC. 49-18.12. INDUSTRIAL SURCHARGE RATE FORMULA FOR EXCESSIVE CONCENTRATIONS.

Surcharge rate formula. The person responsible for industrial waste discharge in excessive concentrations of BOD and suspended solids shall pay an industrial surcharge in addition to regular water and wastewater rates, either under Section 49-49 or in accordance with the following cost factors and formula:

(1) The user's cost factors for excessive industrial waste are based on the capital and operating cost of wastewater facilities to provide treatment for the reduction of BOD and suspended solids. The formula is:

(A) Surcharge for excessive concentrations:

Payment rate per 1,000 gallons:

$$\frac{\$2.21010\ [\sout{2.00160}](BOD - 250)}{1{,}000} + \frac{\$1.33440\ [\sout{1.20680}](SS - 250)}{1{,}000}$$

(B) Surcharge for excessive concentrations for wastewater metered separately:

Payment rate per 1,000 gallons:

$$\frac{\$2.45320\ [\sout{2.22177}](BOD - 250)}{1{,}000} + \frac{\$1.48118\ [\sout{1.33954}](SS - 250)}{1{,}000}$$

BOD = Average concentrations of BOD in mg/l, determined from sampling the waste as described in Section 49-52

SS = Average concentrations of suspended solids in mg/l, as determined from sampling the waste as described in Section 49-52

(2) The rate for each user may be calculated once every 12 months."

SECTION 8. That Section 49-18.14, "Rates for Development Review Activities," of Article II, "Rates, Charges and Collections," of CHAPTER 49, "WATER AND WASTEWATER," of the Dallas City Code, as amended, is amended to read as follows:

"SEC. 49-18.14. RATES FOR DEVELOPMENT REVIEW ACTIVITIES.

Design review fees. The rates for reviewing engineering plans for the construction of water and wastewater facilities for the purpose of development or redevelopment are as follows:

(1) $1,050 [~~700~~] for design review of engineering plans requiring more than 100 feet of construction of water and wastewater mains, excluding the footage of building service connections.

(2) $300 [~~200~~] for design review of engineering plans requiring 100 feet or less of construction of water and wastewater mains, excluding the footage of building service connections.

(3) $300 [~~200~~] for each additional design review of engineering plans for:

(A) every design review submission in excess of three [~~two~~] engineering design reviews, which submission was not required as a result of a review error by the city; and

(B) each design revision submitted after construction has commenced, which submission was not required as a result of a review error by the city."

SECTION 9. That Section 49-18.16, "Miscellaneous Charges and Provisions; Rates where No Charge Specified," of Article II, "Rates, Charges and Collections," of CHAPTER 49, "WATER AND WASTEWATER," of the Dallas City Code, as amended, is amended to read as follows:

"SEC. 49-18.16. MISCELLANEOUS CHARGES AND PROVISIONS; RATES WHERE NO CHARGE SPECIFIED.

(a) Service application fees. Upon application for service under Section 49-3, a fee of $13 will be assessed to establish or transfer a residential or general service account, except that a fee of $30 will be assessed to establish or transfer an account for a general service customer described in Section 49-18.1(f) of this chapter.

(b) Discontinuance and restoration charges. For any discontinuance of service under this chapter, except for a discontinuance under Section 49-22 or Subsection (d) of this section, a charge of $25 will be assessed for each service call. An additional $35 charge will be assessed if the customer pays delinquent charges and requests same day restoration of service. If a meter has to be unpadlocked, set, or unplugged to restore discontinued service, a charge of $25 will be assessed in addition to all other charges.

(c) Returned payment device charge. A charge in an amount allowable under Section 3.506 of the Texas Business and Commerce Code, as amended, will be assessed when a customer pays a service bill with a payment device, and the payment device is dishonored and returned to the city.

(d) Temporary discontinuance charge. The service charge for discontinuing service temporarily at the request of the customer or an agent of the customer is $25 [~~4.50~~], except that the director may waive this charge where the necessity for turning water off is created by an emergency.

(e) Multiple tenant notification for possible service discontinuance. When it is necessary to notify tenants of possible service discontinuance due to the delinquent payments of a customer having a master meter serving four or more units, the customer will be assessed a charge of $2.50 per unit for posting the cutoff alerts.

(f) Service connection permit processing fee. If for any reason, within the term of a service connection permit, an applicant for a service connection under Section 49-24 fails to make the connection or does not require the connection, a $25 processing fee will be retained from any service connection charges paid, with any remainder being refunded to the applicant or property owner.

(g) Fire flow test. A charge of $150 will be assessed for each fire flow test performed on existing city water lines at the request of a customer or other person to determine water availability for fire protection systems.

(h) Where no charge specified. When charges for a service are not specified in this chapter, the director shall establish charges which are based on the cost of performing the services, including, but not limited to, such services as the moving of meter locations, repair to damaged facilities, field location of mains, fire hydrant relocation, installation of traffic lids on meter boxes, replacement of a meter with a meter larger than one inch, water and wastewater main abandonments, installation and removal of temporary service, abandonment of manholes, and provision of printed materials.

(i) [~~(h)~~] Where money credited. All sums of money collected as a charge or fee authorized under this chapter, at the rates specified in this chapter, shall be credited to the appropriate water and wastewater fund of the city."

SECTION 10. That, unless specifically provided otherwise by this ordinance or by state law, a person violating a provision of this ordinance governing fire safety, zoning, or public health and sanitation, including dumping of refuse, is, upon conviction, punishable by a fine not to exceed $2,000 and that a person violating any other provision of this ordinance is, upon conviction, punishable by a fine not to exceed $500.

SECTION 11. That CHAPTER 49 of the Dallas City Code, as amended, will remain in full force and effect, save and except as amended by this ordinance.

SECTION 12. That the terms and provisions of this ordinance are severable and are governed by Section 1-4 of CHAPTER 1 of the Dallas City Code, as amended.

SECTION 13. That this ordinance will take effect on October 1, 2008, and it is accordingly so ordained.

APPROVED AS TO FORM:

THOMAS P. PERKINS, JR., City Attorney

By _____
Assistant City Attorney

Passed _____

LC/DCC/00451A

ADDENDUM ITEM # 24

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: September 24, 2008

COUNCIL DISTRICT(S): 2

DEPARTMENT: Department of Development Services

CMO: A. C. Gonzalez, 671-8925

MAPSCO: 46 K L

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting an amendment to and expansion of Planned Development District No. 486 for a Community service center and CH Clustered Housing District Uses on property zoned a D(A) Duplex District, an MF-1(A) Multifamily District, a CH Clustered Housing District, a CS Commercial Service District and Planned Development District No. 486 in an area generally bounded by Bank Street, Gurley Avenue, Carroll Avenue, and Parry Avenue
Recommendation of Staff and CPC: Approval, subject to a conceptual plan, Tract 1A development/landscape plan, Tract 2 development plan, and conditions
Z078-177(RB)

HONORABLE MAYOR & CITY COUNCIL **WEDNESDAY, SEPTEMBER 24, 2008**

ACM: A. C. Gonzalez

FILE NUMBER: Z078-177(RB) **DATE FILED:** February 20, 2008

LOCATION: Area generally bounded by Bank Street, Gurley Avenue, Carroll Avenue, and Parry Avenue

COUNCIL DISTRICT: 2 **MAPSCO:** 46 K, L

SIZE OF REQUEST: Approx. 5.56 Acres **CENSUS TRACT:** 25

APPLICANT: Jubilee Park Community Center Corporation, Owner

REPRESENTATIVE: Michael R. Coker

REQUEST: An application for an amendment to and expansion of Planned Development District No. 486 for a Community service center and CH Clustered Housing District Uses. The expansion area is zoned a D(A) Duplex District, an MF-1(A) Multifamily District, a CH Clustered Housing District, and a CS Commercial Service District.

SUMMARY: The applicant is requesting to amend and expand PDD No. 486 to provide for a comprehensive community serving development inclusive of community service center uses, office, police substation, and open space/recreational amenities.

CPC RECOMMENDATION: Approval, subject to a conceptual plan, Tract 1A development/landscape plan, Tract 2 development plan, and conditions.

STAFF RECOMMENDATION: Approval, subject to a conceptual plan, Tract 1A development/landscape plan, Tract 2 development plan, and conditions.

BACKGROUND INFORMATION:

- The request site is partially developed with a community service center (PDD No. 486). The balance of the site represents the applicant's efforts to acquire a significant number of parcels (approx. 5.16 acres).
- PDD No. 486 was approved by the City Council on September 24, 1997.
- The applicant proposes to expand the scope of the existing community service center for utilization by members of the surrounding community.

Zoning History: There has been no recent zoning activity in the immediate area relevant to this request.

PDD Summary

PDD No.	Permitted Uses	Density/ FAR	Structure Height
601	CH, Child-care	0.5 FAR/No max. density	30 feet

Thoroughfare/Street	Existing & Proposed ROW
Bank Street	Local; 40' ROW
Gurley Avenue	Local; 25' ROW
Carroll Avenue	Local; 60' ROW
Parry Avenue	Collector; 60' & 60' ROW
Lindsley Avenue	Collector; 60' & 60' ROW

STAFF ANALYSIS:

Comprehensive Plan

The applicant is requesting amendments to PDD No. 486 to permit an expansion (approximately 5.16 acres) of the geographical presence of the existing community service center. The applicant has worked with staff to ensure the expansion remains compatible with respect to scale of development in its co-existence with the established residential uses along three of its four major frontages.

For these reasons, the request is in compliance with the Land Use, Urban Design, and Neighborhood Elements, respectively, outlined in forwardDallas!

Land Use

GOAL 1.1 Align land use strategies with economic development priorities.

Policy 1.1.5 Strengthen existing neighborhoods and promote neighborhoods' unique characteristics.

Urban Design Element

GOAL 5.1 Promote a sense of place, safety, and walkability.

Policy 5.1.3 Encourage complementary building height, scale, design and character.

Policy 5.1.4 Enhance visual enjoyment of public space.

GOAL 5.2 Strengthen community and neighborhood identity.

Policy 5.2.1 Maintain neighborhood scale and character.

Neighborhood Element

GOAL 7.1 Promote vibrant and viable neighborhoods.

Policy 7.1.2 Promote neighborhood-development compatibility.

Land Use Compatibility:

The requested expansion of PDD No. 486 represents the applicant's effort to acquire various parcels so as to expand the presence of the existing community service center. Consideration of amending various aspects of the Dallas Development Code (i.e., consider the entire site as one lot for off-street parking purposes) are being requested so as to provide for a unified and enhanced presence of PDD No. 486 within the adjacent community.

For purposes of clarification, the requested land area is divided into five tracts as delineated on the proposed conceptual plan. Tract 1a represents the existing development/landscape plan for the PDD approved by City Council in September, 1997. Tract 2 represents specific development associated with the community service center expansion and police substation. Lastly, Tracts 1, 1b, 1c, and 1d are conceptual and will require City Plan Commission approval prior to the issuance of any building permit in any of these tracts.

The predominate land use in the area north of Carroll Avenue consists of low density single family/duplex residential uses. There does exist a two-story multifamily development along the east line of Gurley Avenue. The balance of the land use south and west of the site consists of institutional (church), community servicing retail, and a scattering of undeveloped parcels. PDD No. 601, utilized as a child-care facility, is wrapped by the site's southeastern quadrant.

The applicant has worked with staff to address the proposed expansion of the PDD to ensure compatibility with the built environment in the immediate area. Specific consideration has been given to ensure this community serving institutional use does not possess characteristics that negatively impact the residential character of the area.

Based on the analysis of the requested amendments in context with its geographical location and existing presence (existing PDD No. 486 regulations) in the immediate area, staff supports the request, subject to the attached plans and staff's conditions.

Traffic: The Engineering Section of the Building Inspection Division of the Department of Development Services has reviewed the requested amendment/expansion and determined that they will not significantly impact the surrounding street system, subject to attention given to pedestrian access from Tracts1b, 1c, 1d, and 2 to the balance of the site. Pavement markings and signage are recommended by staff, with final design and construction approved by the director of Public Works and Transportation.

Landscaping: The property within the existing PDD No. 486 boundary requires specific landscaping and tree mitigation to comply with the approved development/landscape plan (see attached Tract 1a development/landscape plan). With respect to the balance of the site, staff has worked with the applicant to provide for 'phasing' of landscaping in that a modified artificial lot may be created around the footprint of a building with specific site tree and design standards being required.

Sign Regulations: PDD No. 486 currently provides for non-business zoning district sign regulations. The applicant is not proposing any revisions to the existing sign regulations.

CPC ACTION:

(August 14, 2008)

Motion: In considering an application for an amendment to and expansion of Planned Development District No. 486 for a Community service center and CH Clustered Housing District Uses on property zoned a D(A) Duplex District, an MF-1(A) Multifamily District, a CH Clustered Housing District, a CS Commercial Service District, and Planned Development District No. 486 in an area generally bounded by Bank Street,

Gurley Avenue, Carroll Avenue, and Parry Avenue, it was moved to **hold** this case under advisement until September 11, 2008.

Maker: Strater
Second: Weiss
Result: Carried: 14 to 0

For: 14 - Prothro, Strater, Gary, Davis, Rodgers, Lozano, Bagley, Weiss, Lueder, Buehler, Wolfish, Ekblad, Emmons, Alcantar

Against: 0
Absent: 0
Vacancy: 1 - District 8

Notices:	Area:	500	Mailed:	253
Replies:	For:	19	Against:	7

Speakers: None

(September 11, 2008)

Motion: It was moved to recommend **approval** of an amendment to and expansion of Planned Development District No. 486 for a Community service center and CH Clustered Housing District Uses, subject to a conceptual plan, Tract 1A development/landscape plan, Tract 2 development plan, and revised conditions on property zoned a D(A) Duplex District, an MF-1(A) Multifamily District, a CH Clustered Housing District, a CS Commercial Service District, and Planned Development District No. 486 in an area generally bounded by Bank Street, Gurley Avenue, Carroll Avenue, and Parry Avenue with the following changes: 1) Under **MAIN USES PERMITTED**, Sec.51P-486.105(a) – Require Specific Use Permit for any future private school, open enrollment charter school or public school use; 2) Under **YARD, LOT AND SPACE REGULATIONS**, Sec.51P-486.107(c) – Delete references to dwelling unit densities and 3) Under **YARD, LOT AND SPACE REGULATIONS,** Sec.51P-486.107(g), Lot size, to read: No minimum lot size.

Maker: Strater
Second: Prothro
Result: Carried: 14 to 0

For: 14 - Prothro, Strater, Gary, Davis, Rodgers, Lozano, Bagley, Weiss, Lueder, Buehler, Wolfish, Ekblad, Emmons, Alcantar

Against: 0
Absent: 0
Vacancy: 1 - District 8

Notices: Area: 500 Mailed: 253
Replies: For: 35 Against: 5

Speakers: For: Audrey Buckley, 2700 Swiss Ave., Dallas, TX, 75204
Walt Human, Address not given
Adams Boyd, 9447 Dixie Ln., Dallas, TX, 75228
Against: Latoya Gary, 4800 Parry Ave., Dallas, TX, 75223
Shusheron Bassari, 4906 Gurley Ave., Dallas, TX, 75223
Kathryn Scoggins, 4618 Gurley Ave., Dallas, TX, 75223

THE JUBILEE PARK & COMMUNITY CENTER CORP.
1445 ROSS AVENUE • SUITE 5400
DALLAS, TEXAS 75202
(214) 978-8520 (O)/(214) 978-8526 (FAX)

Board of Directors of Jubilee Park and Community Center Corporation (JPCCC)
As of February 19, 2008

Mr. Donald Baty, Vice Chairman
4444 N. Versailles
Dallas, TX 75205
(214) 528-6434
Board member since 2003

Mr. Walter J. Humann, President & Chairman
3131 Lovers Lane
Dallas, TX 75225
(214) 363-6139
Board member since 1997

Mrs. Ginger Brown, Secretary/Treasurer
7230 Azalea Lane
Dallas, TX 75230-3636
214-368-8186 h.
972-851-9123 w.
Board member since 2005

Mr. William Johnson
4129 Windsor Parkway
Dallas, TX 75205
(214) 521-9056
Board member since 1997

Mr. David Martin
4352 San Carlos Dr.
Dallas, TX 75205
(214) 520-8687
Board member since 2003

Mrs. Shannon Newsom
5430 Surrey Circle
Dallas, TX 75209
214-352-337
Board member since 2005

Mrs. Mary Stewart Ramsey
4334 Citron Chapel Circle
Dallas, TX 75209
(214) 357-8663
Board member since 2003

Mr. Darrel Rice
3337 Southwestern Blvd.
Dallas, TX 75225
(214) 739-8265
Board member since 1997

Z078-177

Mrs. Arden Showalter
5547 Morningside
Dallas, TX 75206
(214) 821-5650
Board member since 2003

CPC RECOMMENDED AMENDING CONDITIONS

ARTICLE 486.
PD 486.

SEC. 51P-486.101. LEGISLATIVE HISTORY.

PD 486 was established by Ordinance No. 23272, passed by the Dallas City Council on September 24, 1997. Ordinance No. 23272 amended Ordinance No. 19455, Chapter 51A of the Dallas City Code, as amended.

SEC. 51P-486.102. PROPERTY LOCATION AND SIZE.

PD 486 is established on property generally fronting on the southwest line of Bank Street, between Parry Avenue and Gurley Avenue and along South Carroll Avenue between Parry Avenue and Gurley Avenue. The size of PD 486 is approximately 5.56 ~~17,400~~ acres.

SEC. 51P-486.103. DEFINITIONS AND INTERPRETATIONS.

(a) Unless otherwise stated, the definitions and interpretations contained in Chapter 51A apply.

(b) Unless otherwise stated, all references to articles, divisions, or sections in this article refer to articles, divisions, or sections in Chapter 51A.

(c) This district is considered to be a residential zoning district.

SEC. 51P-486.104. CONCEPTUAL PLAN AND DEVELOPMENT PLAN.

(a) Conceptual plan.

(1) Development and use of the Property must comply with the conceptual plan (Exhibit 486A). If there is a conflict between the text of this article and the conceptual plan, the text of this article controls.

(2) This district is divided into six Tracts, Tracts 1, 1a, 1b, 1c, 1d., and 2 as shown on the conceptual plan.

(3) Ingresses and egresses points must be provided as shown on the conceptual plan.

(b) Development plan.

(1) For Tracts 1, 1b, 1c, and 1d, a development plan must be approved by the city plan commission before the issuance of any building permit to authorize work in this district. If there is a conflict between the text of this article and the approved development plan, the text of this article controls. The six month development plan submittal requirement in Section 51A-4.702(c)(4) does not apply. [~~For the community service center use, development and use of the property must comply with an approved development/landscape plan (Exhibit 486A). In the event of a conflict between the provisions of this article and the development/landscape plan, the provisions of this article control.~~]

(2) For Tract 1a, development and use of the Property must comply with the Tract 1a development/landscape plan (Exhibit 486B). If there is a conflict between the text of this article and the Tract 1a development/landscape plan, the text of this article controls. [~~For other permitted uses, Subsection 51A-4.702(c)(2) through Subsection 51A-4.702(i) regarding site plan procedure, site analysis, conceptual plan, development plan, development schedule, amendments to a development plan, and amendments to a landscape plan, do not apply.~~

(3) For Tract 2, development and use of the Property must comply with the Tract 2 development plan (Exhibit 486C). If there is a conflict between the text of this article and the Tract 2 development plan, the text of this article controls.

SEC. 51P-486.105. MAIN USES PERMITTED.

(a) The following main uses are the only main uses permitted:

-- Child-care facility.
-- Community service center *[For purposes of this PD, the community service center use may include a residential component to house on-site managers/counselors employed by the community service center.]*
-- Office.
-- Private school or open-enrollment charter school. *[SUP]*
-- Public school. *[SUP]*
-- Police substation.

[~~(b) All other uses permitted in the CH Clustered Housing District, subject to the same conditions applicable in the CH Clustered Housing District, as set out in the Dallas Development Code. For example, a use permitted in the CH Clustered Housing District by Specific Use Permit (SUP) only is permitted in this PD by SUP only. A use subject to development impact review (DIR) in the CH Clustered Housing District is subject to DIR in this PD, etc.~~]

SEC. 51P-486.106. ACCESSORY USES.

(a) As a general rule, an accessory use is permitted in any district in which the main use is permitted. Some specific [~~types of~~] accessory uses, however, due to their unique nature, are subject to additional regulations contained in Section 51A-4.217. For more information regarding accessory uses, consult Section 51A-4.217.

(b) The following accessory uses are not permitted [~~in this PD~~]:

-- Accessory helistop.
-- Accessory medical/infectious waste incinerator.
-- Accessory outside display of merchandise.
-- Accessory outside sales.
-- Accessory pathological waste incinerator.

SEC. 51P-486.107. YARD, LOT, AND SPACE REGULATIONS.

(Note: The yard, lot, and space regulations in this section must be read together with the yard, lot, and space regulations contained in Division 51A-4.400. In the event of a conflict between this section and Division 51A-4.400, this section controls.)

(a) Front yard.

(1) Tracts 1, 1a, 1b, and 1c. Except as provided in this paragraph, no minimum front yard. Minimum front yard along Gurley Avenue is 25 feet.

(2) Tract 1d. No minimum front yard.

(3) Tract 2. No minimum front yard.

(b) Side and rear yard. Minimum side and rear yard is:

(1) 10 feet where adjacent to or directly across an alley from a single family or duplex use [~~zoning district other than a TH or TH(A) district~~]; and

(2) No minimum in all other cases.

~~(c) Dwelling unit density. Maximum dwelling unit density is 18 units per net acre.~~

(c~~d~~) Floor area ratio. No maximum floor area ratio.

(d~~e~~) ~~Maximum floor area.~~

~~(1) Tract I. Maximum floor area for the community service center use permitted on Tract I is 1,960 square feet as follows:~~

~~(A) Maximum floor area for the community service center component is 900 square feet.~~

~~(B) Maximum floor area for the residential component to house on-site managers/counselors employed by the community service center is 1,060 square feet.~~

~~(2) Tract II. Maximum floor area for the community service center use permitted on Tract II is 1,960 square feet as follows:~~

~~(A) Maximum floor area for the community service center component is 900 square feet.~~

~~(B) Maximum floor area for the residential component to house on-site managers/counselors employed by the community service center is 1,060 square feet.~~

(e~~f~~) Height.

(1) Residential proximity slope. If any portion of a structure is over 26 feet in height, that portion may not be located above a residential proximity slope originating in an R, R(A), D, D(A), TH, or TH(A) district. (See Section 51A-4.412.) Exception: Except for chimneys, structures listed in Section 51A-4.408(a)(2) may project through the slope to a height not to exceed the maximum structure height, or 12 feet above the slope, whichever is less. Chimneys may project through the slope to a height 12 feet above the slope and 12 feet above the maximum structure height.

(2) Maximum height. Unless further restricted under Paragraph (1), maximum structure height is 36 feet.

(f~~g~~) Lot coverage.

(1) Tracts 1, 1a, 1b, 1c, and 1d. Maximum lot coverage ~~is~~ 60 percent. Aboveground parking structures are included in lot coverage calculations; surface parking lots and underground parking structures are not.

(2) Tract 2. Maximum lot is 70 percent. Aboveground parking structures are included in lot coverage calculations; surface parking lots and underground parking structures are not. Lot size.

(g~~h~~) Lot size. ~~For residential uses, minimum lot size is 2,000 square feet for each dwelling unit.~~ No minimum lot size. ~~for all other uses.~~

(h~~i~~) Stories.

(1) Tracts 1, 1a and 1d. Maximum number of stories is two. ~~No maximum number of stories.~~

(2) Tracts 1b and 1c. Maximum number of stories is one.

(3) Tract 2. No maximum number of stories.

SEC. 51P-486.108. OFF-STREET PARKING AND LOADING.

(a) For the community service center use, off-street parking must be provided at a ratio of one parking space for each 450 square feet of floor area and [~~located as shown on the development/landscape plan~~]. Parking may be provided in the required yards.

(b) For all other permitted uses, consult the use regulations (Division 51A-4.200) for the specific off-street parking requirements.

(c) Consult the off-street parking and loading regulations (Divisions 51A-4.300 et seq.) for information regarding off-street loading generally.

(d) For off-street parking purposes, Tracts 1, 1a, 1b, 1c, 1d, and 2 are considered one lot.

SEC. 51P-486.109. FENCING.

[~~For the community service center use, fencing must be provided as shown on the development/landscape plan.~~] Fencing may be provided in the required yards and may not exceed nine feet in height. Solid fencing is not required.

SEC. 51P-486.110. ENVIRONMENTAL PERFORMANCE STANDARDS.

See Article VI.

SEC. 51P-486.111. LANDSCAPING.

(a) [~~For the community service center use, landscaping must be provided as shown on the development/landscape plan prior to the issuance of a certificate of occupancy. Prior to the issuance of a building permit, tree preservation criteria must be satisfied as outlined in Article X.~~

~~(b)~~] Except as provided in this section, [~~For all other permitted uses in all tracts,~~] landscaping and tree preservation must be provided in accordance with Article X.

(b) For Tract 1a, landscaping must comply with the Tract 1a development/landscape plan.

(c) For purposes of this section, an artificial lot is the land area that includes any new building footprint created after September 24, 2008, and a minimum of 25 feet around the new building footprint. An artificial lot does not require street frontage and has no maximum area requirements on the building site.

(d) A landscape plan for the artificial lot that meets the following requirements must be submitted with each application for a building permit on the Property:

(1) One site tree with a minimum caliper of three inches must be provided for each 4,000 square feet of land area on the artificial lot.

(2) Surface parking spaces may not be located more than 120 feet from the trunk of a large tree.

(3) A minimum of two design standards must be provided in accordance with in Section 51A-10.126.

(4) Off-street parking areas must be screened in compliance with Section 51A-4.301(f)(5) except that the minimum screening height is three feet.

(e) Plant material must be maintained in a healthy, growing condition.

SEC. 51P-486.112. SIGNS.

Signs must comply with the provisions for non-business zoning districts contained in Article VII.

SEC. 51P-486.113. ADDITIONAL PROVISIONS.

(a) [~~Electrical service for single family uses. In this PD, a lot for a single family use may be supplied by not more than one electrical utility service, and metered by not more than one electrical meter. The board of adjustment may grant a special exception to authorize more than one electrical utility service and more than one electrical meter on a lot in this PD when, in the opinion of the board, the special exception will:~~

~~(1) not be contrary to the public interest;~~

~~(2) not adversely affect neighboring properties; and~~

~~(3) not be used to conduct a use not permitted in this district.~~

~~(b)~~] Maintenance. The [~~entire~~] Property must be properly maintained in a state of good repair and neat appearance.

(b[~~c~~]) Compliance with laws. Development and use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the city. (Ord.

(c) Pavement markings. Pavement markings must be provided at all pedestrian crossings.

(d) Driveway approaches. Driveway approaches may not be located at street intersections or at established pedestrian crossings.

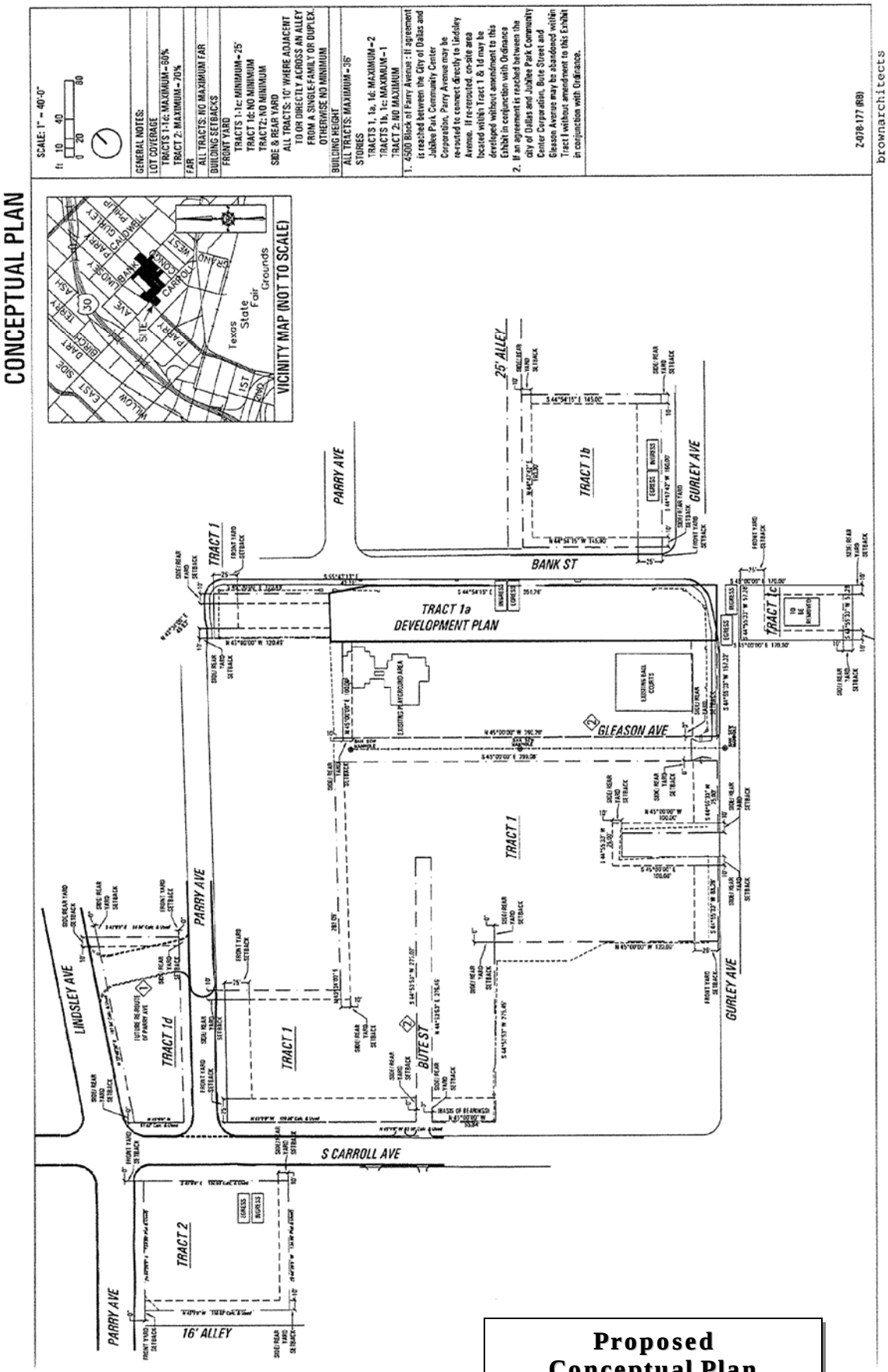
SEC. 51P-486.114. GENERAL REQUIREMENTS.

(a) Paved areas, permanent drives, streets, and drainage structures, if any, must be constructed in accordance with standard city specifications, and completed to the satisfaction of the director of public works and transportation. Permeable surface materials such as porous asphalt, porous concrete, and block or grass pavers may be used in lieu of traditional paving materials in pedestrian areas and in low-volume, low-speed vehicular areas, including parking areas, driveways, alleys, and parking stalls.

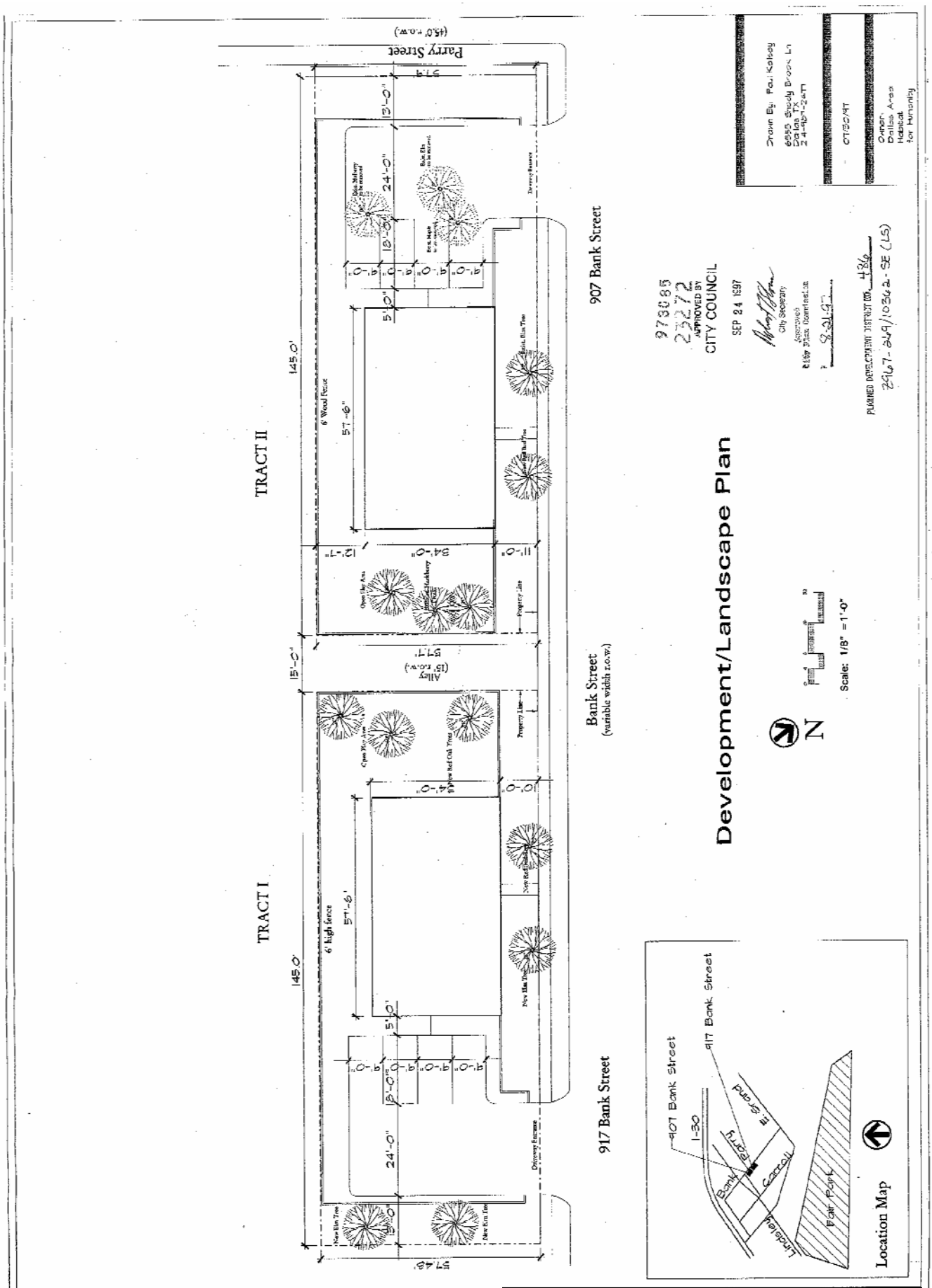
(b) The building official shall not issue a building permit or certificate of occupancy for a use in this PD until there has been full compliance with this article, the Dallas Development Code, the construction codes, and all other ordinances, rules, and regulations of the city.

SEC. 51P-486.115. ZONING MAP.

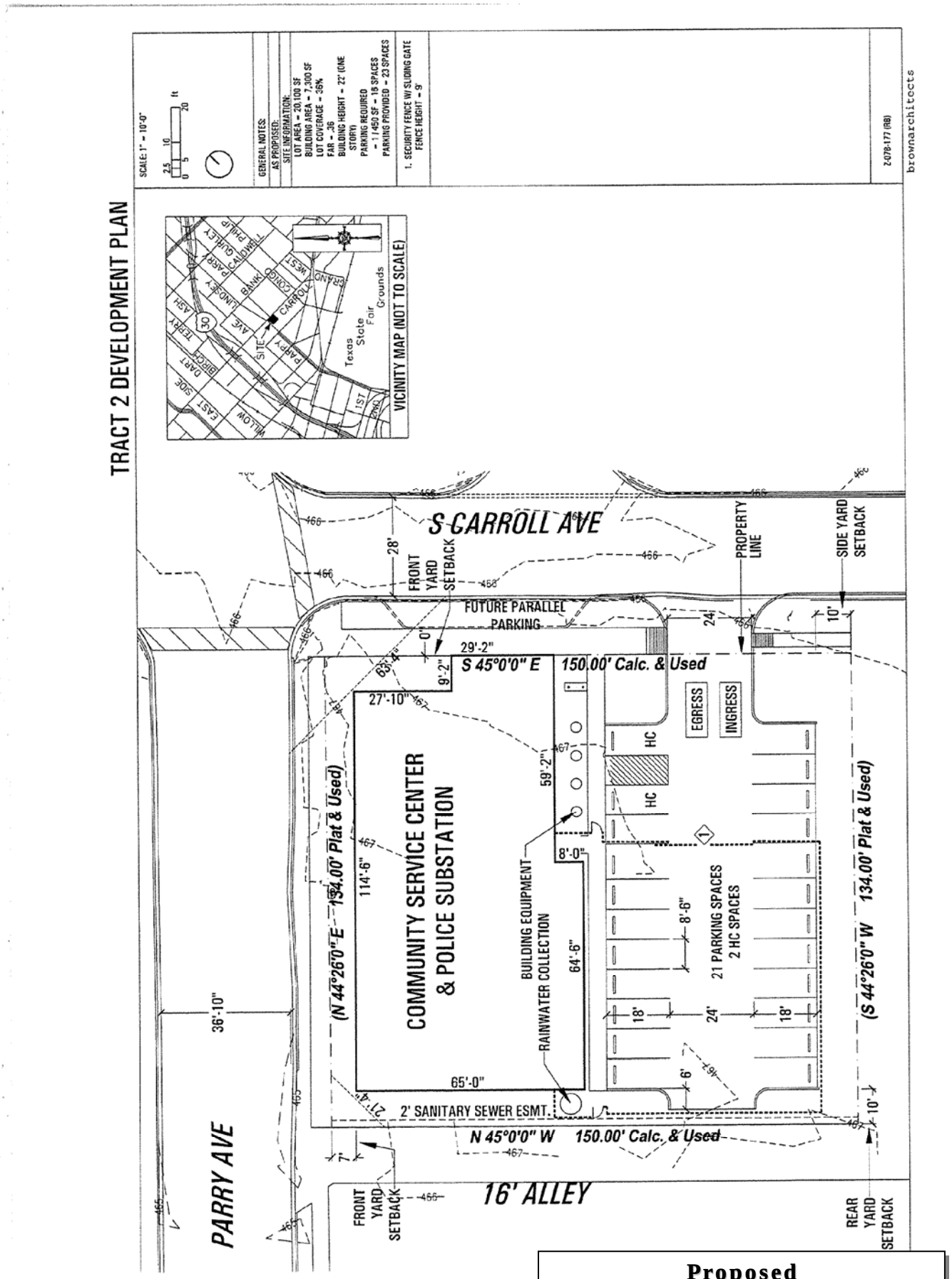
PD 486 is located on Zoning Map No. J-8.



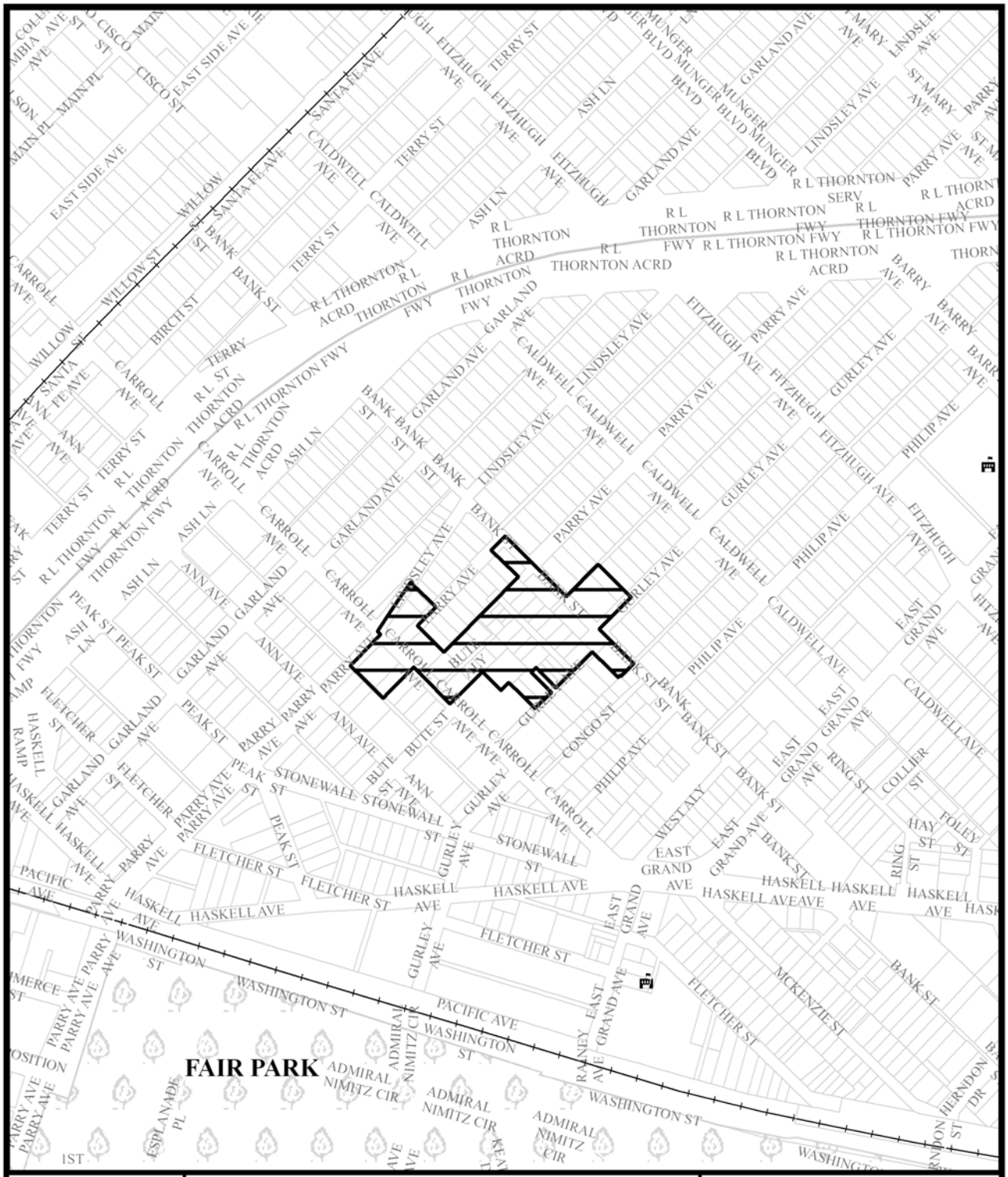
Proposed Conceptual Plan



Tract 1A
Development/Landscape Plan



Proposed
Tract 2 Development Plan



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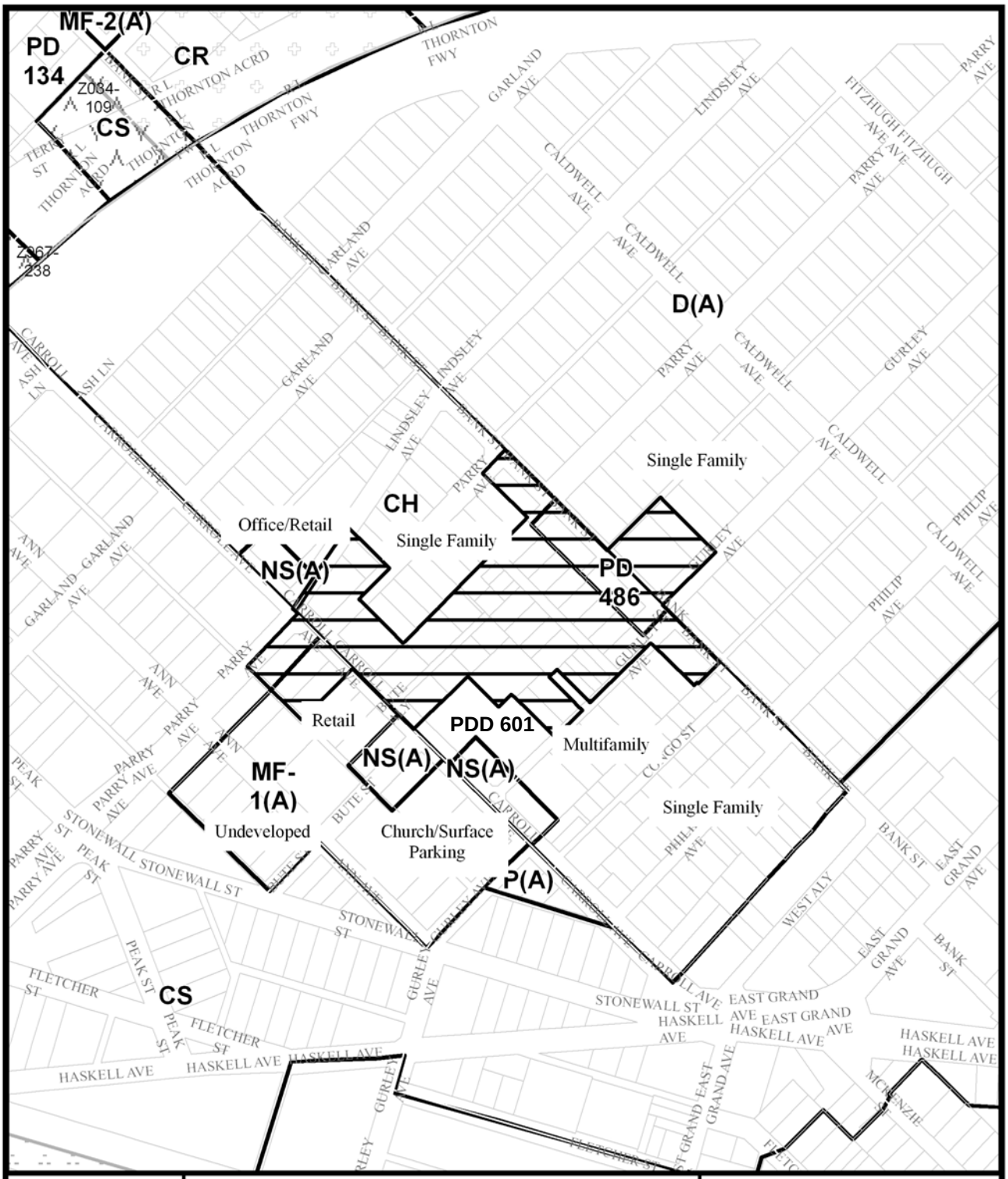
VICINITY MAP

Map no: J-8

Case no: Z078-177

DATE: July 22, 2008

GIS TECHNICIAN: SHolyoak



1:3,600

ZONING AND LAND USE

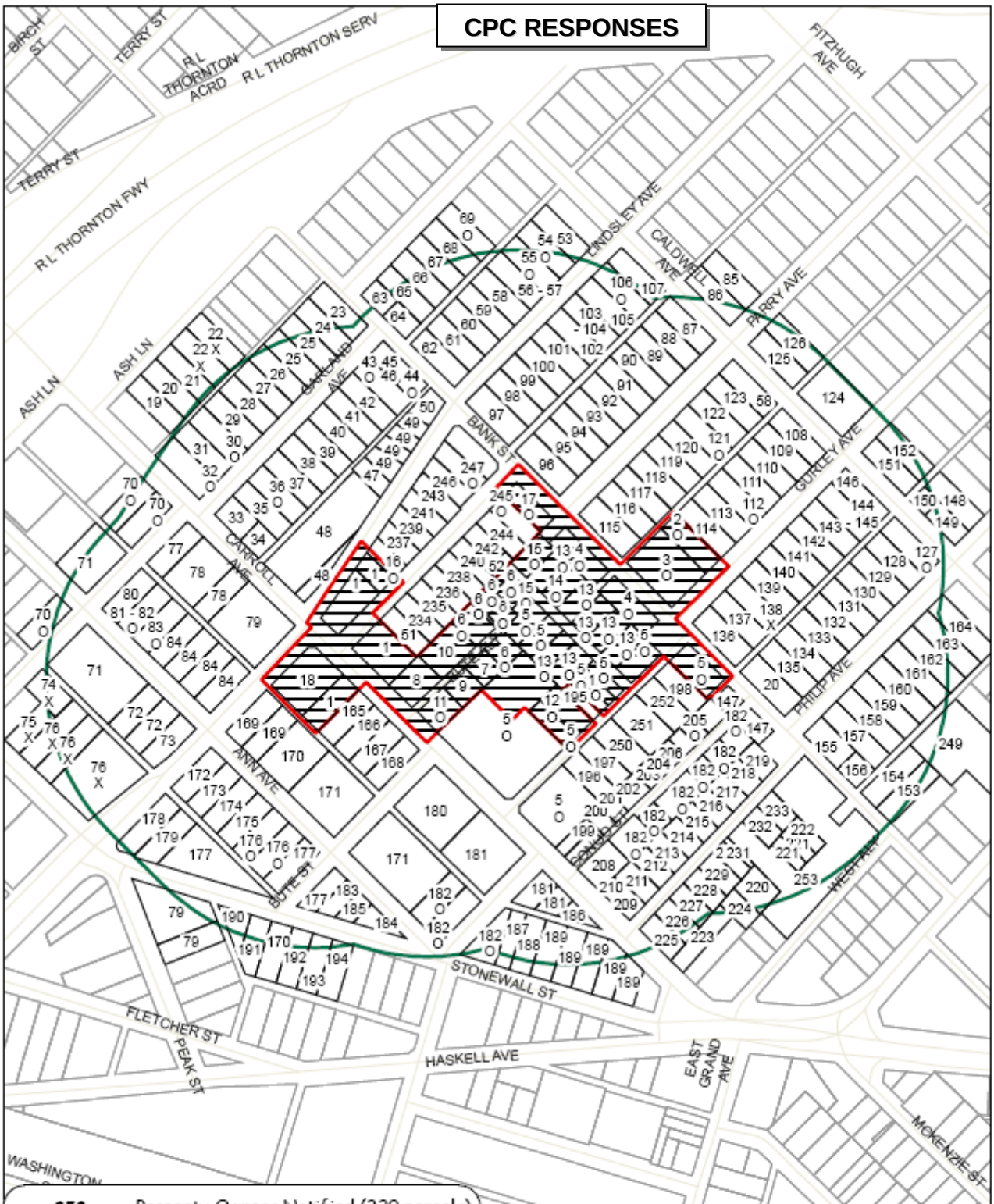
Map no: J-8

Case no: Z078-177

DATE: July 22, 2008

GIS TECHNICIAN: SHolyoak

CPC RESPONSES



253	Property Owners Notified (320 parcels)
35	Replies in Favor (71 parcels)
5	Replies in Opposition (8 parcels)
500'	Area of Notification
09/11/2008	Date
8/14/2008	Under Advisement

Z078-177 (J-8)

CPC

1:3,600

Notification List of Property Owners

Z078-177

253 Property Owners Notified

Label #	*Address*		*Owner*
O1	909	CARROLL	HERNANDEZ MARIO
O2	4611	GURLEY	JUBILEE PARK & CNT CORP % WALTER J HUMANN
O3	4603	GURLEY	JUBILEE PARK & CENTER COR C/O WALTER J HUMANN
O4	917	BANK	JUBILEE PRK & COMM CNTR ATTN: MR WALTER J
O5	4502	GURLEY	JUBILEE PARK & COMMUNITY CENTER CORP
O6	901	GLEASON	JUBILEE PARK & COMMUNITY CENTER CORP THE
O7	4510	BUTE	MOSLEY BOBBIE D
O8	910	CARROLL	MEJIA OSCAR & MARTHA
O9	4508	BUTE	JUBILEE PARK & COMMU CENT
O10	4507	BUTE	JUBILEE PARK & COMMUNITY CENTER CORPORATION
O11	916	CARROLL	JUBILEE PARK & COMMUITY CENTER CORPORATION
O12	4519	GURLEY	JUBILEE PARK & CTR CO % WALTER J HUMANN
O13	905	GLEASON	JUBILEE PARK & COMMUNITY CENTER CORPORATION
O14	910	GLEASON	JUBILEE PARK & COMMUNITY CENTER CORPORATION
O15	903	GLEASON	JUBILEE PARK & COMMUNITY CENTER CORP
16	4513	PARRY	RICO ANGELINA
O17	4538	PARRY	JUBILEE PARK & COMMUNITY CENTER
O18	907	CARROLL	HERNANDEZ MARIO A
19	4504	ASH	REDDING NORRIS DEAN
20	4603	PHILIP	DALLAS HOUSING ACQUISITION & DEV CORP
21	4514	ASH	TREJO ROBERT
X22	4520	ASH	SELMA VENTURES LTD
23	4541	GARLAND	MY HOUSE OF PRAYER MINISTRIES
24	4539	GARLAND	MY HOUSE OF PRAYER MINISTRIES
25	4529	GARLAND	C A S H AUTO SALES
26	4525	GARLAND	FLORES LUIS R &

Label #	*Address*		*Owner*
27	4521	GARLAND	CERVANTES RUSSELL H & ZUEMY CASTILLO
28	4517	GARLAND	CASTRO ARTURO P & ESTHER A
29	4513	GARLAND	PEREZ ALEJANDRO & SANDRA
O30	4509	GARLAND	OSORIO CARLOS & MARIA M
31	4505	GARLAND	CHURCH OF LIVING GOD
O32	4501	GARLAND	RODRIGUEZ SECUNDINO R
33	4500	GARLAND	LOERA GLORIA PATRICIA
34	804	CARROLL	PRIDE DANIEL JR
35	4504	GARLAND	LUNA ALONSO & MARIA
O36	4512	GARLAND	BERNAL SANDRA
37	4514	GARLAND	SMITH NIGEL
38	4516	GARLAND	BARRERA MIRIAM
39	4520	GARLAND	CALDERON RENE
40	4524	GARLAND	MENDOZA AMALIA O
41	4528	GARLAND	SANTANA JOSE LUIS & ALICIA
42	4532	GARLAND	CASTILLO JOSE & MERCEDES
O43	4536	GARLAND	MANCIA ROSE
O44	700	BANK	MAGANA ANTONIO &
45	4540	GARLAND	GUINEA RAQUEL
46	4540	GARLAND	MKM HOMES INC
47	4523	LINDSLEY	GUERRERO DANIEL & DAN DAVID GUERRERO
48	812	CARROLL	INTERRANTE SALVADORE & ANTHONY
49	4527	LINDSLEY	MCGILL WALTER E SUITE 101
50	741	BANK	SANDERS DAVID RAY
51	4508	PARRY	HODGE JESSIE MAE ET AL % ALVIN ERVIN
52	4526	PARRY	BIBLE DOVIE T C ET AL % CARRIE L RUSSELL
53	4713	LINDSLEY	ORELLANA FRANCISCO G & LUCAS B ORELLANA
O54	4709	LINDSLEY	PRIDE ERVIN & DELORSE PRIDE
O55	4707	LINDSLEY	PRIDE ERVIN L
56	4703	LINDSLEY	ROBERTSON EARNESTINE
57	4701	LINDSLEY	ROBERTSON EARNESTINE % BILLIE BROWN

Label #	*Address*		*Owner*
58	4718	PARRY	MOXIE INVESTMENTS LTD
59	4615	LINDSLEY	CAMEL SPENDTHRIFT TRUST % CAREY E MOORE TR
60	4607	LINDSLEY	JERONIMO ANA E & JOAQUIN JERONIMO
61	4605	LINDSLEY	JERONIMO JOAQUIN ETAL
62	4601	LINDSLEY	SEGURA ELOY P & IRMA
63	4600	GARLAND	BEAL MARGARET E
64	710	BANK	CUMMINGS GAYLE A
65	4604	GARLAND	JUAREZ JOSE JR
66	4608	GARLAND	JAMAICA ROBERT & EVA
67	4612	GARLAND	ALVAREZ MARIA
68	4618	GARLAND	REYES JOSE C & LUCILA H
O69	4700	GARLAND	IMAGINE COMMUNITY LLC
O70	725	CARROLL	PICCOLA FAMILY LTD PS THE
71	724	ANN	HANSEN CHRIS A & DOMINIQUE J
72	819	ANN	LUNA TERESA
73	4323	PARRY	REEVES GEORGE M
X74	4304	GARLAND	ADAMS G BOYD
X75	804	PEAK	ADAMS G BOYD
X76	822	PEAK	ADAMS G BOYD
77	803	CARROLL	AGUILERA JESUS
78	815	CARROLL	NINO LUIS
79	912	PEAK	BALLAS VICTOR
80	800	ANN	GONZALEZ TEODORO & MARIA M GONZALEZ
81	804	ANN	AGUILAR DOMINGA
O82	806	ANN	AGUILAR DOMINGA
O83	808	ANN	WESSON MARY L
84	820	ANN	DRD PARTNERSHIP
85	4807	PARRY	COBBS CLYDE B ESTATE % MARY ANN COBBS
86	4803	PARRY	HOUSE OLLIE LEE JR & SHUSHERON
87	4719	PARRY	DAMIEN VENANCIO & MARY HURTADO
88	4715	PARRY	WASHINGTON LENA BROWN

Label #	*Address*		*Owner*
89	4711	PARRY	PEREZ FAUSTINO & MARTHA PEREZ
90	4707	PARRY	CALLADO DELFINO
91	4703	PARRY	GRAHAM LARRY JR
92	4617	PARRY	TORRES MARY ANN
93	4615	PARRY	TREJO EMILIANO O
94	4611	PARRY	GUERRERO MANUAL J
95	4607	PARRY	RODRIQUEZ GREGORIO & MARIA L RODRIQUEZ
96	4605	PARRY	NANDLAL SHAM & CARL SOOKRAM PERSAD
97	4602	LINDSLEY	BELTRAN SEGISMUNDO & GLORIA ESTELA
98	4606	LINDSLEY	HODGE WILLIE
99	4610	LINDSLEY	ZAMORA MANUEL ALVAREZ & SILVIA SORIA
100	4614	LINDSLEY	JERONIMO ANA E & JOAQUIN
101	4618	LINDSLEY	CABRERA MARIA DEL CARMEN ARMANDO JR
102	4702	LINDSLEY	JERONIMO JOAQUIN & ANA
103	4706	LINDSLEY	WRIGHT MARY
104	4704	LINDSLEY	WRIGHT SUVELLA
105	4710	LINDSLEY	INTERRANTE ROSS JR ETAL
O106	4714	LINDSLEY	ALCORTA RAMON JR
107	4718	LINDSLEY	CHUNG KAP TAEK 101 MADONG KYOUNG SEO TH
108	4719	GURLEY	VILLARREAL ESMERALDA N & JAIME MAR
109	4715	GURLEY	MORENO JANIE G
110	4711	GURLEY	GARCIA JUAN ANGEL & ROSARIO
111	4707	GURLEY	SOTO MIGUEL & FRANCISCA
O112	4703	GURLEY	JUBILEE PARK & COMMUNITY CENTER CORP
113	4619	GURLEY	GARCIA GUADALUPE F & MARIA CASTANDA F
114	4615	GURLEY	WEATHERALL VIRGINIA R
115	910	BANK	LASTER YVETTE
116	4606	PARRY	ALONZO MARIA
117	4610	PARRY	BURKE MORRIS ET AL
118	4612	PARRY	AVILEZ RAFAEL
119	4616	PARRY	TORRES J CARMEN

Label #	*Address*		*Owner*
120	4702	PARRY	MALONE OSCAR D & SUSAN
O121	4706	PARRY	RIDGE THURMAN A & VERNA M
122	4708	PARRY	JOHNSON DARRELL
123	4714	PARRY	APOLINAR JAIME C
124	4801	GURLEY	ROES CHAPEL BAPT CH EXEMPT 1965
125	4800	PARRY	RODDY SHUSHERON
126	4806	PARRY	PIZANO AUGUSTIN
O127	4717	PHILIP	CASTILLO BLANCA A
128	4715	PHILIP	MARTINEZ VENANCIO G
129	4711	PHILIP	VASQUEZ FLORIBERTO
130	4707	PHILIP	LOZANO NELSON & SOFIA
131	4703	PHILIP	ALVARADO AARON & ROSEMARIE OLIVARES
132	4619	PHILIP	MARTINEZ RICARDO
133	4615	PHILIP	GUTIERREZ JOSE ARTURO & GEORGINA GUTIERREZ
134	4611	PHILIP	CAMP IDELL B
135	4605	PHILIP	DARBY EVERETT V & ET AL % ELSON DARBY III
136	4600	GURLEY	HOLLINS JAMES R
137	4604	GURLEY	DUARTE MARISELA
X138	4608	GURLEY	REYES GLORIA G
139	4614	GURLEY	MEZA JULIO D
140	4618	GURLEY	KUYKENDALL BEVERLY &
141	4702	GURLEY	JONES ELMER
142	4704	GURLEY	MENDEZ PAULA V MENDEZ JOSE
143	4708	GURLEY	BARNES GUSSIE & LOUIS E HANDY SR
144	4714	GURLEY	ALBARRAN VENDIOSED
145	4712	GURLEY	MEJORADA SAUL &
146	4718	GURLEY	ROBINSON GEORGIA
147	4540	CONGO	WILLIAMS BEVERLY
148	4805	PHILIP	JAIMES ROQUE & MARIA
149	4801	PHILIP	MEMBRILA JAVIER & MARIA SANJUANA MARTINEZ
150	1012	CALDWELL	GUERRERO ALICIA & GLORIA P LOERA

Label #	*Address*		*Owner*
151	4802	GURLEY	DELAROSA JUAN H
152	4804	GURLEY	ELLIS DAVID
153	1122	BANK	GARCIA ISMAEL LEIJA & MARIA R
154	1118	BANK	LONG ACQUISITIONS INC
155	4602	PHILIP	GIBBS ROBERT ESTATE OF
156	1114	BANK	MARTINEZ EDGAR
157	4606	PHILIP	WEST CLAUDIA
158	4610	PHILIP	LEWIS BILLY RAY
159	4614	PHILIP	FERNANDEZ ISABEL P
160	4618	PHILIP	PEREZ JOSE R & ETAL
161	4702	PHILIP	GUERRO FIDENCIO R
162	4706	PHILIP	MERCADO JOSE A &
163	4710	PHILIP	VALDEZ ELDA
164	4714	PHILIP	HUBARD LEON
165	913	CARROLL	WEBB DEBRA JOYCE
166	917	CARROLL	ANGLIN KENNETH & BERNICE
167	921	CARROLL	KNOX WILLIAM T STE 300
168	925	CARROLL	AGU BONIFACE H
169	904	ANN	NEGRETE MARTIN
170	1011	STONEWALL	RIALS DENNIS
171	1000	ANN	EAST DALLAS CHURCH OF CHRIST
172	901	ANN	SNEED JA
173	905	ANN	RODRIGUEZ APOLINAR
174	911	ANN	TORRES MARISOL
175	915	ANN	KHRAISH KHRAISH H
O176	921	ANN	KHRAISH H KHRAISH
177	910	STONEWALL	MATA RENE R
178	4300	PARRY	SNEED GENEVA
179	906	STONEWALL	SNEED J A
180	1001	CARROLL	EAST DALLAS CHURCH OF CHRIST INC
181	4418	GURLEY	EAST DALLAS CHURCH OF CHRIST INC

Label #	*Address*		*Owner*
O182	4514	CONGO	TOPLETZ INVESTMENTS SUITE 301
183	1007	ANN	MATA EDGAR
184	1010	STONEWALL	SCHWEIGER ROY A
185	1009	ANN	MATA EDGAR W
186	1109	CARROLL	EAST DALLAS CHURCH CHRIST INC
187	1106	STONEWALL	JOHNSON DON
188	1112	STONEWALL	CABANAS GERARDO /THE EXCELL CONTRACTORS
189	1130	STONEWALL	LEWIS GRADY JOHN
190	1001	STONEWALL	BLUE SKY MANAGEMENT INCOR
191	1009	STONEWALL	JOHNS DANNY
192	1015	STONEWALL	GOSPEL SOUL WINNERS TABERNACLE
193	1019	STONEWALL	KHADIVI KAMBIZ
194	1023	STONEWALL	RUBIO TOM JR
195	4523	GURLEY	ROSS LARRY
196	4512	GURLEY	BURNETT STEVEN
197	4516	GURLEY	JONES LULA FAY
198	4538	GURLEY	DALLAS HOUSING ACQUISTION & DEV CORP
199	1020	CARROLL	MBOGO DEDAN H
200	4511	CONGO	FLORENCE OPAL
201	4515	CONGO	HARRIS ANNA M
202	4517	CONGO	WORKS GEORGE W STE 4580
203	4523	CONGO	GARRETT VERNESSIA R
204	4525	CONGO	GARRETT EARNEST LAMAR & PATRICIA
O 205	4539	CONGO	BOWIE FRED DOUGLAS
206	4529	CONGO	GARRETT ANNIE PEARL EST % FRANKIE GARRETT
207	4533	CONGO	GARRETT ELLA MAE
208	1026	CARROLL	FAIR PARK CHURCH OF GOD IN CHRIST
209	1036	CARROLL	FAIR PARK CHURCH OF GOD IN CHRIST
210	1032	CARROLL	FAIR PARK CHURCH OF GOD IN CHRIST
211	4507	PHILIP	FAIR PARK CHURCH OF GOD IN CHRIST
212	4509	PHILIP	RABAGO ALONZO & LILIA FERNANDEZ ROCHA

Label #	*Address*		*Owner*
213	4511	PHILIP	MARTINEZ EDUARDO & GARCIA MARIA FABIOLA
214	4515	PHILIP	JEFFREY A M JR
215	4519	PHILIP	PERIZ DANIEL C
216	4523	PHILIP	MCCABE ANDY M
217	4531	PHILIP	ADAMS ARTEMUS
218	4533	PHILIP	OWEN HOWARD D
219	4535	PHILIP	RUIZ JESUS
220	4518	PHILIP	BAILEY CARRIE MAE
221	4532	PHILIP	ST MARK MISSIONARY BAPTIST CHURCH
222	4538	PHILIP	ST MARK BAPTIST CH TR
223	1110	CARROLL	MACIAS ALFONSE & ANDREA
224	1112	CARROLL	TURNER NAOMI H % GEORGE KEATON JR
225	4500	PHILIP	ORTIZ NORMA
226	4504	PHILIP	AMADOR JOSE A & MARIA J
227	4508	PHILIP	JOBE WARREN B
228	4512	PHILIP	VASQUEZ FLORIBERTO C
229	4516	PHILIP	BLAIR DONALD & BRADY WILLIS
230	4520	PHILIP	LYONS EZELL
231	4524	PHILIP	WHORLEY HAMMOND ET AL
232	4530	PHILIP	HACKNEY FANNIE
233	4534	PHILIP	ST MARK MISSIONARY BAPTIST CHURCH ETAL
234	4512	PARRY	ARREAGA ELVIA
235	4514	PARRY	RICO JUAN & M GUADALUPE SALAS
236	4516	PARRY	JIMENEZ RAUL & ROSA M
237	4515	PARRY	DENMARK DEVERICK ELAINE
238	4522	PARRY	GRANGER ROBERT & YVONNE
239	4523	PARRY	AYALA JOSE & MANUELA
240	4526	PARRY	ARRIAGA ELVIA
241	4525	PARRY	GAMEZ JUAN CARLOS & MARIA DELOURDES GAMEZ
242	4530	PARRY	RICHARDSON LASHAWNDA
243	4533	PARRY	BLANCO JUANITA

Label #	*Address*		*Owner*
244	4534	PARRY	SOTO ROGELIO & ROSA RENTERIA
O245	4536	PARRY	RODRIGUEZ JESUS & MARIA RODRIGUEZ
246	4535	PARRY	CARMONA MARIA ALVAREZ
O247	4537	PARRY	LOPEZ J CARMELO & BERTHA
248	4539	PARRY	RUIZ JOSE A & MARIA
249	4619	EAST GRAND	SALES MEXICO LINDO RES & SONS LLC
250	4520	GURLEY	KOLOBOTOS ANGELOS
251	4524	GURLEY	ABNEY TEMPLE III
252	4528	GURLEY	MURPHY PATRICK
253	4536	PHILIP	ST MARK MISSIONARY BC OF DALLAS INC

Monday, July 21, 2008

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ENZ078-177k

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Bryan Place NA
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Clean S Dallas, Inc
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Dallas, TX 75315

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Hector Garcia
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Crime Watch VIP
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Hollywood Santa Monica NA
Santos T. Martinez
1111 Cordova
Dallas, TX 75223

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Ana Maria Narro
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Junius Heights HOA
Kara Kunkel
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Dallas, TX 75214

Junius Heights Historic Dist
Rene Schmidt, President
715 Parkmont
Dallas, TX 75214

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Dallas, TX 75206

Mill Creek HOA
Jo Blount
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Dallas,TX 75246

Old E Dallas Renaissance
Rick Leggio
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Dallas, TX 75246

OLPH Church
Fv.Salvador Guzman
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Dallas, TX 75235

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Dercy Walker
630 Plark Wood Dr.
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Swiss Ave Hist Dist Assn
V. McAlester/D. Savage
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Urban Pioneers
Marian Gibson
4940 Worth Street
Dallas, TX 75214

ENZ078-177k

ADDENDUM ITEM # 25

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: September 24, 2008

COUNCIL DISTRICT(S): 14

DEPARTMENT: Department of Development Services

CMO: A. C. Gonzalez, 671-8925

MAPSCO: 36 B

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a Planned Development District for mixed uses on property zoned an MF-1(A) Multifamily District, in an area bounded by Lovers Lane, Amesbury Drive, Milton Street, and Matilda Street
Recommendation of Staff and CPC: Approval, subject to a development plan and conditions
Z067-259(OTH)

HONORABLE MAYOR & CITY COUNCIL **WEDNESDAY, SEPTEMBER 24, 2008**

AMC: A.C. GONZALEZ

FILE NUMBER: Z067-259 (OTH) **DATE FILED:** June 20, 2007

LOCATION: Bounded by Lovers Lane to the north, Matilda Street to the west, Milton Street to the south and Amesbury Drive to the east.

COUNCIL DISTRICT: 14 **MAPSCO:** 36 - B

SIZE OF REQUEST: Approx. 12.85 acres **CENSUS TRACT:** 79.05

REPRESENTATIVE: Masterplan

APPLICANT/OWNER: Fairfield at Lovers Lane LP

REQUEST: An application for a Planned Development District for mixed uses on property zoned an MF-1(A) Multifamily District.

SUMMARY: The applicant is proposing to develop the property with a mixed use development for office, retail, and residential development.

City Council, at its March 26, 2008, hearing remanded the case to City Plan Commission for consideration of a Planned Development District. The original application was for an MU-1 Mixed Use District on the western half of the site and an MF-3(A) Multifamily District on the eastern half of the site, with deed restrictions volunteered by the applicant.

CPC RECOMMENDATION: **Approval** subject to a development plan and conditions.

STAFF RECOMMENDATION: Approval subject to a development plan and conditions.

BACKGROUND INFORMATION:

- The request site is surrounded by multifamily to the east and south, and retail and multifamily to the north and west.

- The applicant is proposing to develop the land in three subareas.

    - Subarea I will be developed with four separate buildings not to exceed a height of 50 feet, 7 inches and a total of floor area of 74,750 of which 65,000 is the maximum allowable leasable area.

    - Subarea II will be developed with multifamily uses with a maximum of 375 units and a parking garage. The maximum structure height is:

        - Zone A: 50 feet, 7 inches, in the location shown on the development plan.

        - Zone B: 36 feet, 8 inches, in the location shown on the development plan.

        - Zone C: 53 feet, 8 inches, in the location shown on the development plan.

        - Zone D: For the stair tower shown on the development plan, maximum structure height is 56 feet, 8 inches.

    - Subarea III will develop with a maximum of 23 dwelling units with a maximum structure height is 36 feet 8 inches. Architectural features, mechanical equipment screening, and rooftop access may project a maximum of 10 feet above the maximum structure height.

Zoning History: There has been one zoning request and two Board of Adjustment cases in the area.

1. Z067-260 On December 12, 2007, the City Council denied without prejudice an application for a P(A) Parking District on property zoned MF-1(A) on the west side of Matilda St. south of Lovers Lane.

2. B023-008 On November 12, 2002, the Board of Adjustment granted an alternate landscape plan as a special exception to the landscape requirements contained in the Dallas Development Code on property located at 5750 E. Lovers Lane.

3. B067-046 On April 18, 2007, the Board of Adjustment granted a 15 foot variance to the front yard setback regulation, on property located at 5750 E. Lovers Lane.

4 Z078-153 On April 21, 2008, an application for an MF-2(A) Multifamily District on property zoned an MF-1(A) Multifamily District on the southeast and southwest corners of Amesbury Drive and Milton Street, south of Lovers Lane and east of Greenville Avenue was withdrawn by the applicant.

Thoroughfares/Streets:

Thoroughfares/Street	Type	Existing ROW
Lovers Lane	Minor Arterial	100 Ft.

Land Use:

	Zoning	Land Use
Site	MF-1(A)	Multifamily
North	MU-3(SAH) & MF-1(A)	Retail & Multifamily
East	MF-1(A)	Multifamily
South	MF-1(A)	Multifamily
West	PD No. 610	Retail

Comprehensive Plan:

The requested zoning change is compatible with the intent of the Comprehensive Plan because it complies with the below mentioned goals and policies for Land Use, Economic, Housing, Neighborhood and Environmental Elements by improving quality of life and promoting strong and distinctive neighborhoods.

The proposed development is just beyond one quarter of a mile from the Lovers Lane DART rail line. The proximity to the rail line will encourage residents to use different modes of transportation. The proposed development will provide a higher density to support DART.

The combination of land uses proposed by the applicant will provide a variety of activities in the area and generate new employment, possible opportunities for home ownership and amenities that will blend with the existing development of the area.

Land Use Element

Goal 1.3 Provide Equitable opportunities for Dallas residents.

Policy 1.3.1 Create housing opportunities throughout Dallas.

Economic Element

Goal 2.2 Engage in strategic economic Development.

Policy 2.2.2 Maximize development opportunities around DART stations.

Housing Element

Goal 3.1 Ensure a sustainable and efficient long-range housing supply.

Policy 3.1.2 Encourage alternatives to single-family housing developments for homeownership.

Goal 3.2 Answer the need for housing options

Policy 3.2.2 Encourage higher density housing within a quarter-mile of DART stations.

Neighborhood Element

Goal 7.1 Promote Vibrant and Viable Neighborhoods

Policy 7.1.2 Promote neighborhood-development compatibility.

Environment Element:

Goal 6.3 Improve energy efficiency and air quality.

Policy 6.3.3 Limit vehicle miles traveled.

STAFF ANALYSIS:

Land Use Compatibility:

The proposed zoning change is consistent with the surrounding area. The proposed development complies with the long range planning objectives for the area.

f*orward*Dallas envisions urban mixed use development for the area. The applicant is proposing to develop the area with a mixed development that will provide retail, office, restaurant and residential uses. The project also provides opportunity for home ownership.

The property is presently zoned an MF-1(A) Multifamily District. The applicant is requesting a Planned Development District to allow for retail, office and restaurant uses, and to allow for higher density residential uses. The applicant proposes to develop the site with three subareas. For Subarea I, the proposed development is for retail, offices and restaurant uses. Subarea II the proposed development is multifamily with 375 units. For Subarea III, the proposed development is 23 townhouses or condominiums.

The development includes two types of residential development with the possibility for home ownership in an urban pedestrian environment that will support the additional density while creating jobs and shopping opportunities for the area.

Development Standards:

DISTRICT	SETBACKS Front	SETBACKS Side/Rear	Density FAR	Height	Lot Coverage	Special Standards	Primary Uses
Existing							
MF-1(A) Multifamily	15'	15'	Min lot 3,000 sq. ft. 1,000 sq ft – E 1,400 sq. ft – 1 BR 1,800 sq ft – 2 BR +200 sq ft each add BR	36'	60%	Proximity Slope	Multifamily, duplex, single family

Traffic:

The Engineering Section of the Building Inspection Division of the Department of Development Services has reviewed the requested use and determined the proposal will not have a significant impact on the street system.

Parking:

The applicant is requesting to allow for parking to be shared among the three subareas. Staff feels that each area and use should be parked to Code requirements.

Subarea I will be developed with a maximum of 74,750 square footage office and retail uses. The applicant does not know at this time what the mix use will be. The development plan indicates that 411 parking spaces will be provided in the subarea. Typically, to calculate parking for a vacant structure for the uses proposed by the applicant, staff calculates required parking at the rate of one parking space for every 200 square feet per space. In this case, the applicant will be able to provide parking for 74,750 square feet of retail, which will be 374 parking spaces for retail. This will leave 38 parking spaces that would provide parking for a 3,800 square feet restaurant and inside entertainment uses or for approximately 12,000 square feet of office space.

Subarea II will be developed with a multifamily development and be parked in a parking garage. Typically, a parking garage for a multifamily development will be secured and accessible to residents only. If the garage is secured, shared parking may be difficult.

Subarea III will be developed with 23 residential units. According to the development plan, the applicant is parking the proposed development according to Code.

Staff considers the original request to allow the subareas to share parking not to be necessary. The site seems to provide sufficient parking for the proposed uses.

Landscaping and Sidewalks:

Landscaping must be provided in accordance to Article X of the Dallas Development Code, with enhanced streetscape provision for a 4 inch caliper street trees and sidewalks to be provided adjacent to retail uses as stated in the conditions.

CPC Changes:

The City Plan Commission at its September 18, 2008 hearing recommended approval of the request subject to a development plan with a minor alteration to permissible height, increasing all height zones by 8 inches.

CPC ACTION:

September 18, 2008

Z067-259(OTH) Planner: Olga Torres Holyoak

Motion: It was moved to recommend **approval** a Planned Development District for mixed uses, subject to a revised development plan and staff's recommended revised conditions on property zoned an MF-1(A) Multifamily District, in an area bounded by Lovers Lane, Amesbury Drive, Milton Street, and Matilda Street with the following changes: 1) Under Sec. 51P.107(b)(4) – Maximum Height 50 feet, 7 inches; 2) Under Sec. 51P.107(c)(3)(A)(ii) – Maximum Height 36 feet, 8 inches; 3) Under Sec. 51P.107(c)(3)(A)(iii) – Maximum Height 53 feet, 8 inches; 4) Under Sec. 51P.107(c)(3)(B)(ii) – Maximum Height 56 feet, 8 inches; 5) Change all references to hardy board or hardy plank to read: "Cementitious Fiber Siding"; and 6) Add definition for EFIS .

Maker: Emmons
Second: Weiss
Result: Carried: 12 to 0

For: 12 - Prothro, Gary, Davis, Rodgers, Lozano, Bagley, Weiss, Buehler, Wolfish, Ekblad, Emmons, Alcantar

Against: 0

Absent: 1 - Strater
Vacancy: 1 - District 8
Conflict: 1 - Lueder

Notices: Area: 500 Mailed: 217
Replies: For: 62 Against: 0

Speakers: For: Steve Stamos, Address not given
For (did not speak): Kat Truitt, 5082 Matilda St., Dallas, TX, 75206
For (did not speak): Jill DeVito, 5154 Amesbury Dr., Dallas, TX, 75206
For (did not speak): Marlys Smith, 12680 Hillcrest Rd., Dallas, TX, 75230
For (did not speak): Elaine Laroa, 5082 Matilda St., Dallas, TX, 75206
For (did not speak): Kathy Stokes, 4800 Northway Dr., Dallas, TX, 75206
For (did not speak): Alison Debnay, 5924 Birchbrook Dr., Dallas, TX, 75206
For (did not speak): Virginia Marston, 6161 Sul Ross Ln., Dallas, TX, 75214
For (did not speak): John Marston, 6161 Sul Ross Ln., Dallas, TX, 75214
For (did not speak): Helen Yampanis, 4631 Ridgelawn Dr., Dallas, TX, 75214
For (did not speak): Angeline Pappas, 5829 E. University Blvd., Dallas, TX, 75206

For (did not speak): Phillip Constantinides, 17505 River Hill Dr., Dallas, TX, 75287
For (did not speak): Lawrence Cottle, 5086 Matilda St., Dallas, TX, 75206
For (did not speak): Betty Wilson, 6155 Sul Ross Ln., Dallas, TX, 75214
For (did not speak): Bill Phillips, 5930 Birchbrook Dr., Dallas, TX, 75206
For (did not speak): Maxine Carlson, 5924 Birchbrook Dr., Dallas, TX, 75206
For (did not speak): Jennifer Resendez, 6049 Milton St., Dallas, TX, 75206
For (did not speak): Tabitha Ortega, 5154 Amesbury Dr., Dallas, TX, 75206
For (did not speak): Marsha Foster, 6108 Danbury Ln. Dallas, TX, 75214
For (did not speak): Lynn Youngblood, 5068 Matilda St., Dallas, TX, 75206
For (did not speak): Dian Carville, 6217 Rincon Way, Dallas, TX, 75214
For (did not speak): Mary Sheehan, 5044 Matilda St., Dallas, TX, 75206
For (did not speak): Gretchen Luedtke, 5811 Birchbrook Dr., Dallas, TX, 75206
For (did not speak): Christina Yampanis, 4631 Ridgelawn Dr., Dallas, TX, 75214
For (did not speak): Nancy Boggs, 5080 Matilda St., Dallas, TX, 75206
For (did not speak): Richard Carville, 6217 Rincon Way, Dallas, TX, 75214
For (did not speak): Gentry Smith, 5808 Milton St., Dallas, TX, 75206
For (did not speak): Linda Cumbie, 5916 Birchbrook Dr., Dallas, TX, 75206
Against: Genie Rousseau, 5811 E. University Blvd., Dallas, TX, 75206
Norma Minnis, 9229 Van Dyke Rd., Dallas, TX, 75206
Susan Norman, 6500 Greenville Ave., Dallas, TX, 75206

PROPOSED CONDITIONS
Z067-259

ORDINANCE NO. _____

"ARTICLE ____

PD _____

SEC. 51P-___.101 LEGISLATIVE HISTORY.

PD ___ was established by Ordinance No. ____, passed by the Dallas City Council on _____, 2008.

SEC. 51P-___.102 PROPERTY LOCATION AND SIZE.

PD ___ is established on property located east of Matilda Avenue and is bounded by Lovers Lane to the north, Amesbury Drive to the east, and Milton Drive to the south. The size of PD ____ is approximately 12.86 acres.

SEC. 51P-___.103 DEFINITIONS AND INTERPRETATIONS.

(a) Unless otherwise stated, the definitions and interpretations in Chapter 51A apply to the article. In this article,

(1) TANDEM PARKING means one parking space in front of another parking space, making it necessary to pass through one parking space to gain vehicular access to the other parking space from a street, alley, or driveway.

(2) BAIL BOND OFFICE means an office for the issuance, brokerage, or procurement of bail bonds, whether as an accessory use or a main use.

(3) BLADE SIGN means a sign projecting perpendicularly from a main building facade, visible from both sides, and made of rigid or soft materials.

(4) MASSAGE ESTABLISHMENT means any building, room, place, or establishment, other than a regularly licensed hospital, where manipulated massage or manipulated exercises are practiced upon the human body by anyone not a duly licensed physician or chiropractor whether with or without the use of mechanical, therapeutic, or bathing devices, and includes Turkish bathhouses. This term does not include, however, duly licensed beauty parlors or barber shops or a place wherein registered physical therapists treat only patients recommended by a licensed physician and operated only under such physician's direction. MASSAGE means any process consisting of kneading, rubbing, or otherwise manipulating the skin of the body of a human being, either with the hand or by means of electrical instruments or apparatus, or

other special apparatus, but does not include massage by duly licensed physicians and chiropractors, and registered physical therapists who treat only patients recommended by a licensed physician and who operate only under such physician's direction, nor massage of the face practiced by beauty parlors or barbershops duly licensed under the penal code of the state.

(5) TATTOO OR BODY PIERCING STUDIO means a business in which tattooing or body piercing is performed. TATTOOING means the practice of producing an indelible mark or figure on the human body by scarring or inserting a pigment under the skin using needles, scalpels, or other related equipment. BODY PIERCING means the piercing of body parts, other than ears, for purposes of allowing the insertion of jewelry.

(6) STOOP means a small porch leading to the entrance of a residence.

(b) Unless otherwise stated, all references to articles, divisions, or sections in this article are to articles, divisions, or sections in Chapter 51A.

(c) This district is considered to be a nonresidential zoning district.

SEC. 51P-___.104. CREATION OF SUBAREAS.

This district is divided into three Subareas: Subarea I, Subarea II, and Subarea III.

SEC. 51P-___.105. EXHIBIT.

The following exhibit is incorporated into this article: Exhibit ___A: development plan.

SEC. 51P-___.105. DEVELOPMENT PLAN.

Development and use of the Property must comply with the development plan (Exhibit ___A_. If there is a conflict between the text of this article and the development plan, the text of this article controls.

SEC. 51P-___.106. MAIN USES PERMITTED.

(a) Subarea I (mixed use). The following uses are the only main uses permitted:

(1) Agricultural uses.

None permitted.

(2) Commercial and business service uses.

-- Catering service.
-- Custom business services.
-- Electronics service center.

(3) Industrial uses.

None permitted.

(4) Institutional and community service uses.

-- Church.
-- Library, art gallery, or museum.

(5) Lodging uses.

None permitted.

(6) Miscellaneous uses.

-- Private street.
-- Temporary construction or sales office.

(7) Office uses.

-- Financial institution without drive-in window.
-- Financial institution with drive-in window. [*Limited to a maximum of two drive-through lanes.]*
-- Medical clinic or ambulatory surgical center.
-- Office.

(8) Recreation uses.

-- Private recreation center, club, or area.
-- Public park, playground, or golf course.

(9) Residential uses.

None permitted.

(10) Retail and personal service uses.

-- Animal shelter or clinic without outside runs. [RAR]
-- Commercial amusement (inside).
-- Dry cleaning or laundry store.
-- Furniture store.

-- General merchandise or food store 3,500 square feet or less.
-- General merchandise or food store greater than 3,500 square feet.
-- Personal service uses *[Bail bond office, massage establishment, and tattoo or body piercing studio uses are prohibited.]*.
-- Restaurant without drive-in or drive-through service.
-- Temporary retail use.

(11) Transportation uses.

-- Transit passenger shelter.
-- Transit passenger station or transfer center. [*By SUP or city council resolution. See Section 51A-4.211*.]

(12) Utility and public service uses.

-- Local utilities. *[SUP or RAR may be required. .See Section 51A-4.212(4). Treat is if in MU-1 Mixed Use Zoning District.]*
-- Police or fire station.
-- Post office.
-- Radio, television, or microwave tower. *[Must be roof-mounted.]*
-- Tower/antenna for cellular communication. *[Must be attached to a building or parking structure.]*

(13) Wholesale, distribution, and storage uses.

-- Recycling drop-off container*. [SUP required if the requirements of Section 51A-4.213(11.2)(E) are not satisfied. Treat is if in MU-1 Mixed Use Zoning District.]*
-- Recycling drop-off for special occasion collection.*[SUP required if the requirements of Section 51A-4.213(11.3)(E) are not satisfied. Treat is if in MU-1 Mixed Use Zoning District.]*

(b) Subarea II (residential). The following uses are the only main uses permitted:

-- Handicapped group dwelling unit. *[SUP required if spacing component of Section 51A-4.209(3.1) is not met.]*
-- Multifamily.
-- Private recreation center, club, or area *[SUP]*
-- Public park, playground, or golf course.
-- Retirement housing.
-- Private recreation center, club, or area.
-- Private streets and private alleys.
-- Local utilities.
-- Radio, television, or microwave tower. *[Must be mounted to the roof of a building or parking structure.]*

-- Tower/antenna for cellular communication. *[Must be mounted to the roof of a building.]*

(c) Subarea III (residential). The following uses are the only main uses permitted:

-- Handicapped group dwelling unit. *[SUP required if spacing component of Section 51A-4.209(3.1) is not met.]*
-- Multifamily.
-- Single family.
-- Private recreation center, club, or area *[SUP].*
-- Public park, playground, or golf course.
-- Retirement housing.
-- Private recreation center, club, or area.
-- Private streets and private alleys.
-- Local utilities.
-- Radio, television, or microwave tower. *[Must be mounted on the roof of a building or parking structure.]*
-- Tower/antenna for cellular communication. *[Must be mounted on the roof of a building.]*

SEC. 51P-___.10_. ACCESSORY USES.

(a) In general. As a general rule, an accessory use is permitted in any Subarea in which the main use is permitted. Some specific accessory uses, however, due to their unique nature, are subject to additional regulations in Section 51A-4.217. For more information regarding accessory uses, consult Section 51A-4.217.

(b) Subarea I.

(1) The following accessory uses are not permitted:

-- Accessory helistop.
-- Accessory pathological waste incinerator.
-- Amateur communication tower.
-- Bail bond office.
-- Day home.
-- General waste incinerator.

(2) The following accessory use is permitted:

-- Commercial amusement (inside).

(c) Subarea II. The following accessory uses are not permitted:

-- Accessory pathological waste incinerator.

-- Accessory helistop.
-- Amateur communication tower.
-- Day home.
-- General waste incinerator.

(d) Subarea III. The following accessory uses are not permitted:

-- Accessory helistop.
-- Accessory medical/infectious waste incinerator.
-- Accessory pathological waste incinerator.
-- Accessory outside display or sale of merchandise.
-- Amateur communication tower.
-- Day home.
-- General waste incinerator.
-- Private stable.
-- Pedestrian skybridges.

SEC. 51P-___.107. YARD, LOT, AND SPACE REGULATIONS.

(Note: The yard, lot, and space regulations in this section must be read together with the yard, lot, and space regulations in Division 51A-4.400. If there is a conflict between this section and Division 51A-4.400, this section controls.)

(a) In general. The following regulations apply to all subareas:

(1) Setbacks. The setbacks apply to the perimeter Property lines only. Setbacks are not required between subareas or lots.

(2) Lot size. No minimum lot size is required.

(3) Residential proximity slope. The residential proximity slope applies to the perimeter Property lines only.

(b) Subarea I.

(1) Front, side, or rear yard.

(A) Except awnings and stoops, the minimum setback from the north Property line along Lovers Lane is 75 feet as shown on the development plan.

(B) Except awnings and stoops, the minimum setback from the west Property line along Matilda Street is 75 feet.

(2) Floor area. Maximum floor area permitted is 74,750 square feet, excluding mechanical equipment room.

(4) Height. The maximum structure height is 49 feet and 11 inches.

(5) Lot coverage. Subarea I is considered one lot for calculating lot coverage. Maximum lot coverage is 40 percent.

(c) Subarea II.

(1) Front, side, or rear yard.

(A) Minimum setback from the north Property line is 65 feet as shown on the development plan.

(B) Minimum setback from the east property line is 17 feet as shown on the development plan.

(C) Minimum setback from the south Property line is 13 feet as shown on the development plan.

(2) Density. Maximum number of dwelling units is 375.

(3) Height.

(A) In general. Except as provided in this paragraph, maximum structure height is:

(i) 50 feet, 7 inches, in the location shown on the development plan as Zone A.

(ii) 36 feet, 8 inches, in the location shown on the development plan as Zone B.

(iii) 53 feet, 8 inches, in the location shown on the development plan as Zone C.

(B) Parking structures.

(i) Except as provided in this subparagraph, maximum parking structure height is 50 feet and 7 inches.

(ii) For the stair tower shown on the development plan as Height Zone D maximum structure height is 56 feet, 8 inches.

(iii) Mechanical equipment, skylights, and solar panels on roofs must be integrated into the building design or screened or setback so that they are not visible from a point five feet, six inches above grade at the property line.

(4) Lot coverage. Subarea II is considered one lot for calculating lot coverage. Maximum lot coverage is 70 percent.

(d) Subarea III.

(1) Front or rear yard. Minimum setback from the west and south Property lines are shown on the development plan.

(2) Side yard. Side yards are not required.

(3) Density. Maximum number of dwelling units is 23.

(4) Height. Except as provided in this paragraph, maximum structure height is 36 feet 8 inches. Architectural features, mechanical equipment screening, and rooftop access may project a maximum of 10 feet above the maximum structure height.

(5) Lot coverage. Subarea II is considered one lot for calculating lot coverage. Maximum lot coverage is 60 percent.

SEC. 51P- ___.108. OFF STREET PARKING AND LOADING

(a) In general.

(1) Except as provided in this section, consult the use regulations contained in Division 51A-4.200 for the specific off-street parking and loading requirements for each use.

(2) For each 6,000 square feet of open space shown on the development plan, required off-street parking may be reduced by one percent

(3) A maximum of 25 percent of the required off-street parking may be compact spaces.

(b) Subarea I.

(1) Parking reduction.

(A) If more than three pedestrian amenities listed in Subparagraph (D) are provided in Subarea I, a use in Subarea I may be granted a five percent reduction in required off-street parking, with an additional five percent reduction for each additional amenity provided up to a maximum of 20 percent.

(B) Bicycle parking is a required amenity if a use is seeking a parking reduction.

(C) Pedestrian amenities must be provided within the curb-to-building area or within a plaza, along private streets, drives or pedestrian ways and must be placed far enough from the street curb so as not to create a physical barrier.

(D) The following pedestrian amenities may count toward a parking reduction:

(i) Bicycle parking at one five-bicycle unit per 300 feet of frontage.

(ii) Awning/canopies with a minimum overhang of four feet and a minimum length of 25 feet per 100 feet of building façade along the frontage; or a combination of street trees and evergreen shrubs with a minimum of one small tree per 25 feet of frontage and a minimum of one shrub per five feet of frontage.

(iii) Benches at one per 200 feet of frontage.

(iv) Trash receptacles at one per 200 feet of frontage.

(v) Pedestrian street lamps (free-standing or wall mounted) at one per 200 feet of frontage.

(vi) Enhanced sidewalk with stamped concrete or brick pavers for the full width of the sidewalk along the entire frontage.

(vii) Public art or water features costing no less than $2,500, at one per subarea.

(viii) Drinking fountains at one per 800 feet of sidewalk.

(ix) Electric car recharging location.

(2) Parking rows. No more than two rows of parking are allowed in front of a structure.

(c) Subarea III.

(1) A minimum of two off-street parking spaces per dwelling unit is required.

(2) Tandem parking is permitted.

(3) A minimum of four guest parking spaces must be provided for each residential use. Tandem parking may not be used to provide guest parking.

SEC.51P-___.109 ENVIRONMENTAL PERFORMANCE STANDARDS

See Article VI.

SEC.51P--___.110 LANDSCAPING AND SIDEWALKS

(a) Except as provided in this Section, landscaping must be provided in accordance with Article X.

(b) All plant materials must be maintained in a healthy, growing condition.

(c) For each lot, landscaping must be installed within six months after the issuance of a certificate of occupancy.

(d) The total number of site trees must be calculated at a ratio of one per 6,000 square feet.

(e) Yaupon holly, *Ilex Vomitoria*, is not considered a protected tree for mitigation purposes. Relocation of hollies is encouraged.

(f) Street trees must be a minimum of four caliper inches.

(g) Sidewalks must be provided in the locations shown on the development. In non-residential areas, the sidewalk may be located adjacent to retail uses. If advertising kiosks are located within a sidewalk, a six foot unobstructed sidewalk must be provided adjacent to the kiosk. Tree wells may be placed in the sidewalk and are not be considered an obstruction.

(1) The following minimum sidewalk widths must be provided as follows:

(A) Along Lovers Lane, for Subarea I, 15 feet and for Subarea II, 10 feet.

(B) Along Matilda for Subarea I, 15 feet.

(C) Along Amesbury for Subareas I and II, eight feet.

(S) Along Milton for Subarea III, eight feet.

(i) Private License granted. The city council hereby grants a revocable, non-exclusive license to the owners, or with the written consent of the owner, to the tenants ("property owner") of all property in this district for the exclusive purpose of parkway landscaping. Landscaping in the parkway will be considered toward the requirements of Article X. A property owner is not required to pay an initial or annual fee for this license, although a fee may be charged for issuance of a parkway landscape permit in accordance with the Dallas Building Code. This private license shall not terminate at the end of any specific period, however, the city council reserves and has the absolute right to terminate this license at will, by resolution passed by the city council, any time such termination becomes necessary. Upon termination of the license by the director, each property owner shall remove all improvements and installations in the public rights-of-way in a manner satisfactory to the director of public works and transportation.

SEC51P--___.111 SIGNS

(a) Subarea I.

(1) Except as provided I this subsection, all signs must comply with the provisions for a business zoning district, except for the following:

(2) A non-monument sign is allowed adjacent to a non-business zoning district.

(3) No buffer setback from a non-business zoning district is required.

(4) Two additional blade signs are permitted. Blade signs must be attached to a main structure and may not be internally lighted along either Amesbury Drive or Milton Street. Blade signs are not counted toward the permitted signage in the subarea.

(b) Subareas II and III. Signs must comply with the provisions for non-business zoning districts.

SEC51P--____.112 ADDITIONAL PROVISIONS.

(a) The Property must be properly maintained in a state of good repair and neat appearance.

(b) Development and use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas.

(c) Exterior parking structure facades must be concealed with a facade that is similar in materials, architecture, and appearance to the facade of the main structure or the adjacent structure, except that breaks in the exterior parking structure facade not exceeding 40 feet in width are permitted at driveway and entryway locations. Openings in the exterior parking structure facade may not exceed 50 percent of the total parking structure facade area. Except garage entrances and exits, openings in parking structure facades that are visible from a public right-of-way may not exceed 45 percent of the total parking structure.

(d) To ensure compatibility with the surrounding land uses, facades facing rights-of-way must be 85 percent masonry (excluding such elements as windows, trim, doors, etc.). Masonry is defined to be that form of construction composed of stone, brick, concrete, hollow clay tile, cementitious fiber sidings, decorative concrete block or tile, glass block or other similar building units or materials or combination of those materials. For the purposes of this definition, stucco is considered masonry but Exterior Finish Insulations System (EFIS) materials are not.

SEC51P--____.113 COMPLIANCE WITH CONDITIONS.

The building official shall not issue a building permit to authorize work, or a certificate of occupancy to authorize the operation of a use in this Planned Development District until there has been full compliance for that use with this article, the Dallas Development Code, the construction codes, and all other ordinances, rules, and regulations of the City of Dallas.

SEC51P--____.114 ZONING MAP.

PD is located on Zoning Map No.D-7.

SECTION 4. That, pursuant to Section 51A-4.701 of Chapter 51A of the Dallas City Code, as amended, the property description in Section 1 of this ordinance shall be construed as including the area to the centerline of all adjacent streets and alleys.

SECTION 5. That development of this district must comply with the full-scale versions of the development plan and guidelines attached to this ordinance. Reduced-sized versions of these plans shall be provided in Chapter 51P. Permits shall be issued based on information provided on the full-scale versions of the plans.

SECTION 6. That the director of development services shall correct Zoning District Map No. ___ in the offices of the city secretary, the building official, and the department of development services to reflect the changes in zoning made by this ordinance.

SECTION 7. That the city attorney is authorized to insert the enrolled number of this ordinance in the appropriate sections of Chapter 51P.

SECTION 8. That a person who violates a provision of this ordinance, upon conviction, is punishable by a fine not to exceed $2,000.

SECTION 9. That the zoning ordinances of the City of Dallas and Chapter 51P of the Dallas City Code, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 10. That the terms and provisions of this ordinance are severable and are governed by Section 1-4 of Chapter 1 of the Dallas City Code, as amended.

SECTION 11. That this ordinance shall take effect immediately from and after its passage and publication, in accordance with the Charter of the City of Dallas, and it is accordingly so ordained.

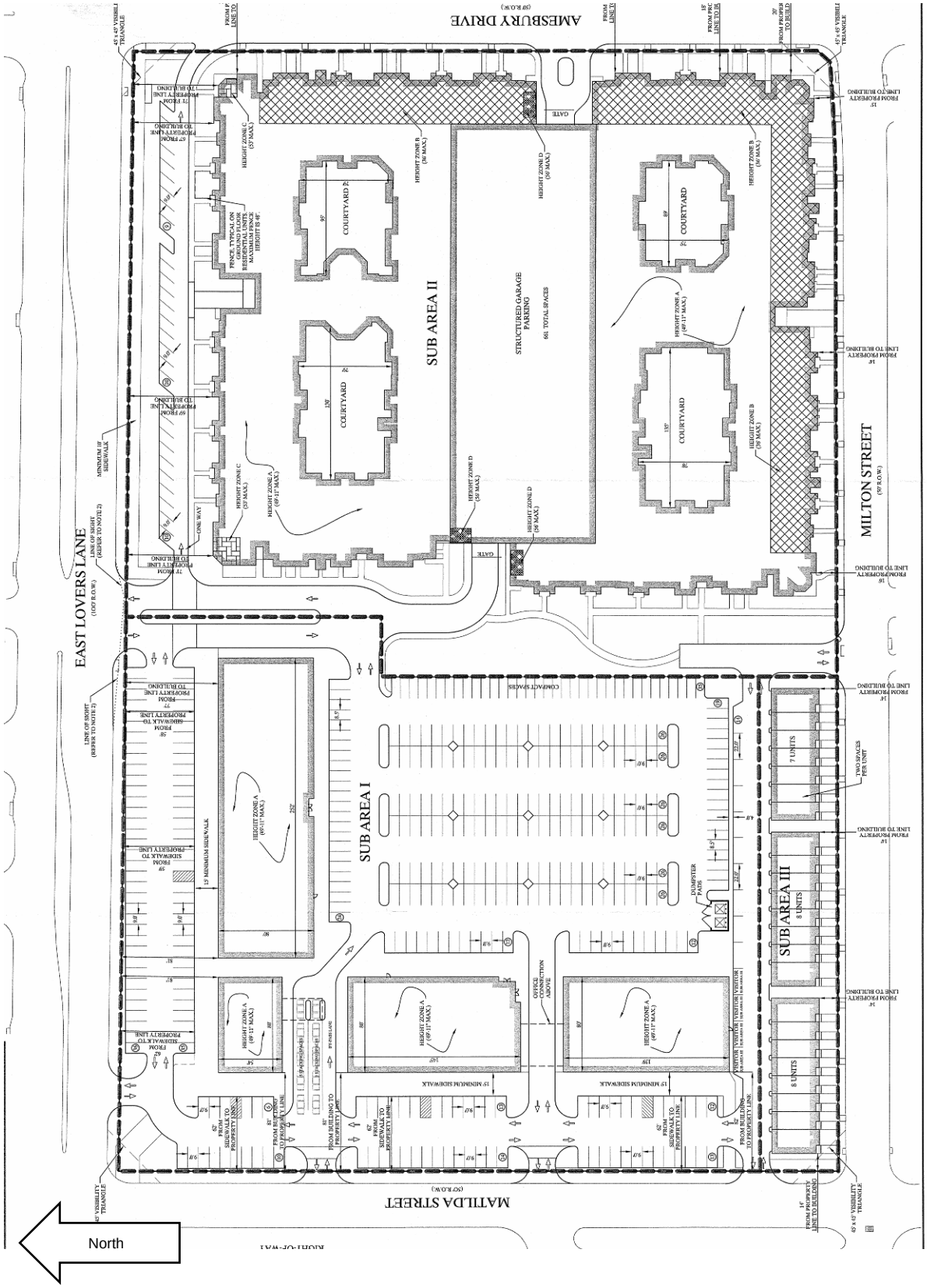
APPROVED AS TO FORM:

THOMAS P. PERKINS, JR., City Attorney

By ____
Assistant City Attorney

Passed

PROPOSED DEVELOPMENT PLAN



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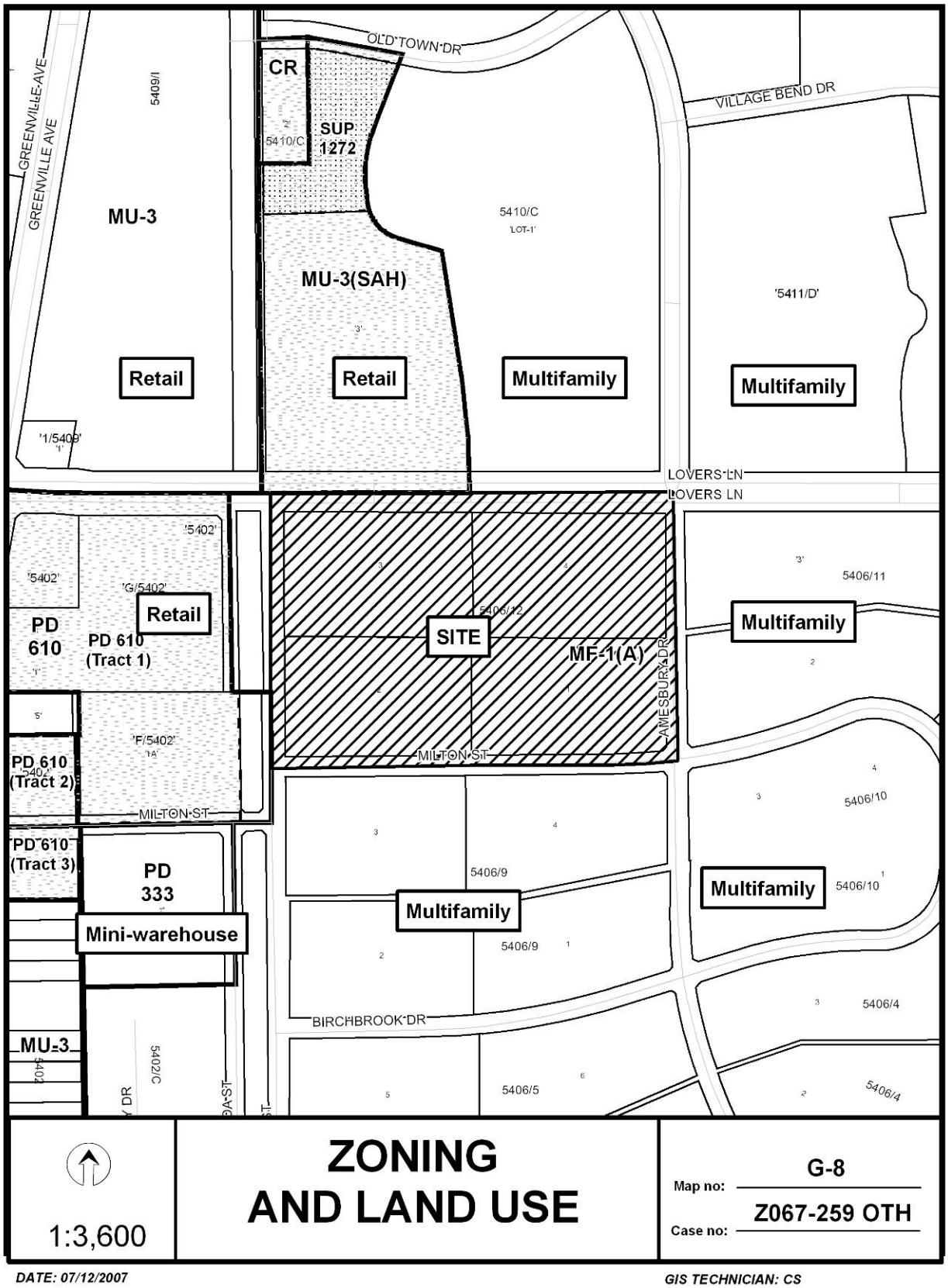
VICINITY MAP

Map no: G-8

Case no: Z067-259 OTH

DATE: 07/12/2007

GIS TECHNICIAN: CS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VILLAGE BEND DR
GREENVILLE AVE
CR
SUP 1272
5409/I
5410/C
MU-3
MU-3(SAH)
5410/C
'LOT-1'
'5411/D'
Retail
Retail
Multifamily
Multifamily
'1/5409'
LOVERS LN
'5402'
'G/5402'
Retail
PD 610
PD 610 (Tract 1)
SITE
MF-1(A)
JAMESBURY DR
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Multifamily
5406/12
'F/5402'
PD 610 (Tract 2)
MILTON ST
5406/10
PD 610 (Tract 3)
PD 333
5406/9
Multifamily
Multifamily
5406/10
Mini-warehouse
5406/9
BIRCHBROOK DR
5406/4
MU-3
5406/5
5406/4
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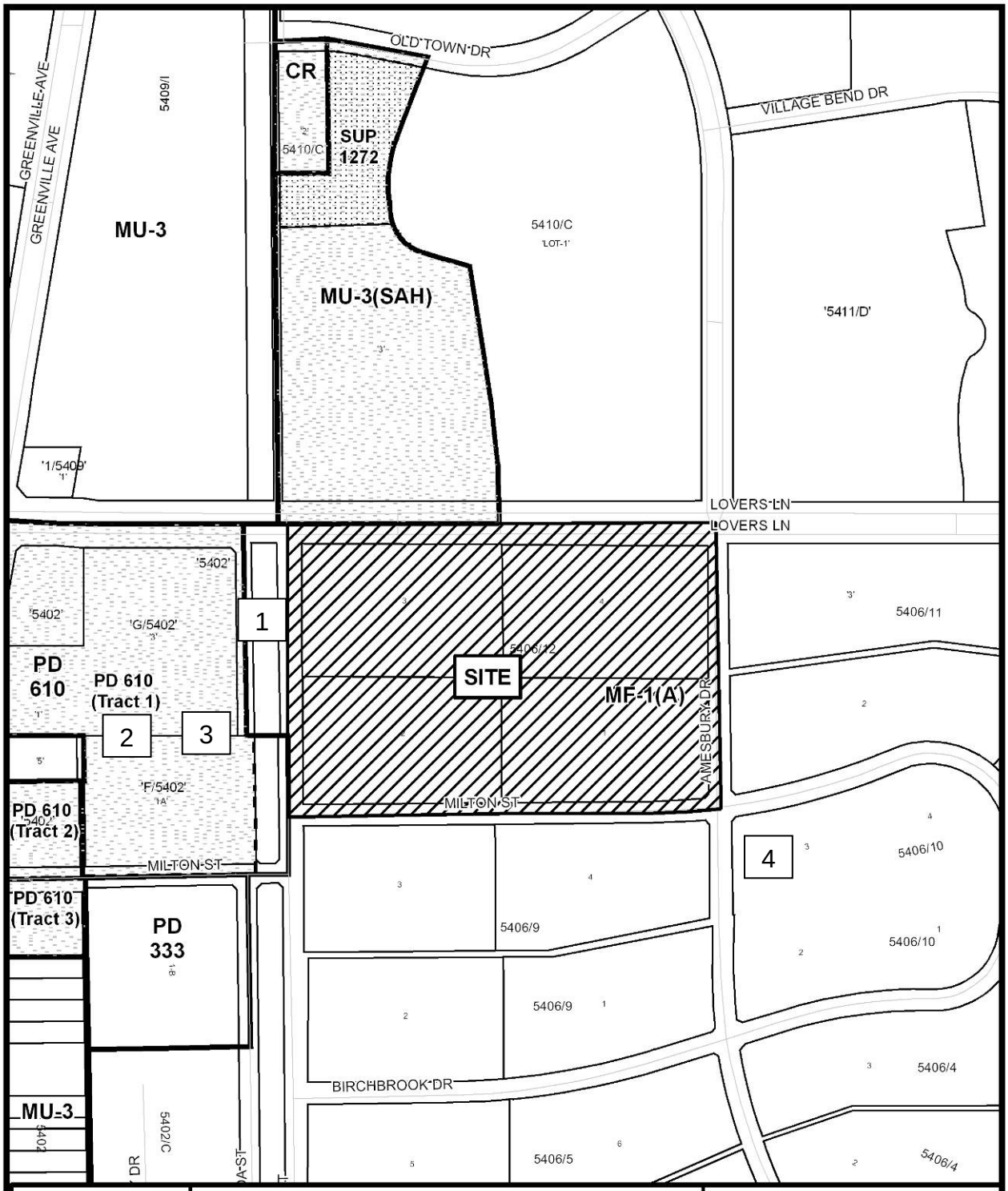
ZONING AND LAND USE
Map no: G-8
Case no: Z067-259 OTH
DATE: 07/12/2007
GIS TECHNICIAN: CS



ZONING HISTORY

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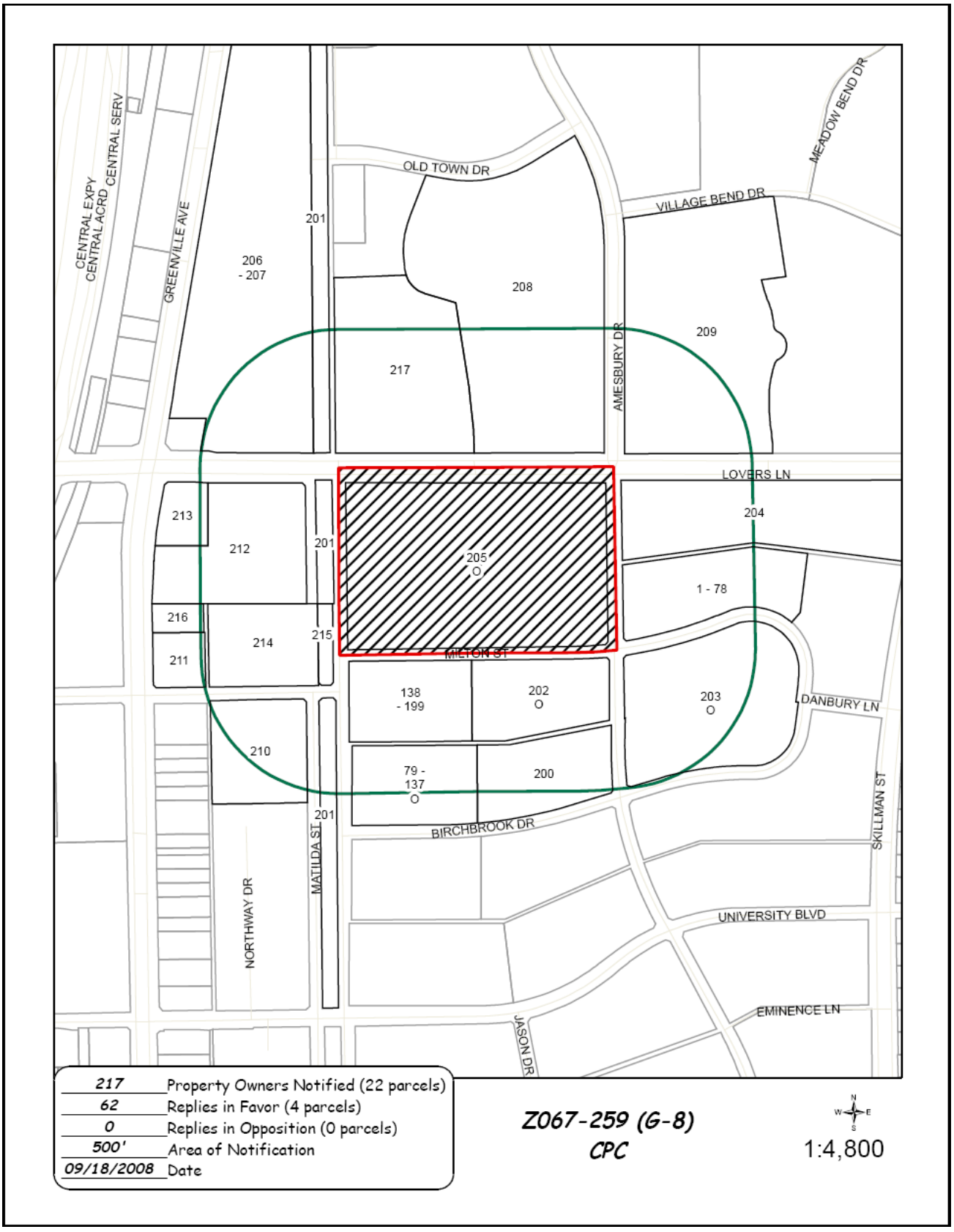
Map no: G-8

Case no: Z067-259 OTH

DATE: 07/12/2007

GIS TECHNICIAN: CS

CPC RESPONSES



217	Property Owners Notified (22 parcels)
62	Replies in Favor (4 parcels)
0	Replies in Opposition (0 parcels)
500'	Area of Notification
09/18/2008	Date

Z067-259 (G-8)
CPC

1:4,800

Notification List of Property Owners

Z067-259

217 Property Owners Notified

Label #	*Address*		*Owner*
1	5130	AMESBURY	CHAVEZ CONSUELO BERNAL UNIT 120
2	5130	AMESBURY	EDWARDS JIM D
3	5130	AMESBURY	KIRCHHOFF EDWIN & EVALYN TRUSTEES
4	5132	AMESBURY	COUSINO JAY FREDERICK & LORI SUE COUSINO
5	5132	AMESBURY	LABARBA FRANK JR
6	5132	AMESBURY	SALGADO GARY PMB 272
7	5130	AMESBURY	FINLAYSON G KAY
8	5130	AMESBURY	COUSINO JAY & LORI
9	5130	AMESBURY	CUSTER MICHEAL M
10	5132	AMESBURY	MCCARROLL MARIA R UNIT 204
11	5132	AMESBURY	G4 LLC
12	5132	AMESBURY	MORANTE JAVIER
13	5136	AMESBURY	BUFORD R LEE BLDG B UNIT 107
14	5136	AMESBURY	CASTELLANOS JOSEFA
15	5138	AMESBURY	WILSON GLENDA L &
16	5138	AMESBURY	RICKRICH WHITE LLC
17	5138	AMESBURY	COUSINO JAY # 111-B
18	5136	AMESBURY	GILBREATH CYNTHIA
19	5136	AMESBURY	STRAIN ELIZABETH A
20	5138	AMESBURY	CCHIRCA ANTOMIO
21	5138	AMESBURY	PHILLIPS ROGER
22	5140	AMESBURY	MORENO BARBARA BLDG C UNIT 112
23	5140	AMESBURY	CHAVEZ RIGOBERTO & ADRIANA ELENA ALVAREZ
24	5142	AMESBURY	KRANICH GEORGE W
25	5142	AMESBURY	KRANICH GEORGE W
26	5142	AMESBURY	ERNST BOBBIE JEAN

Label #	*Address*		*Owner*
27	5140	AMESBURY	BRIDGES NORMA
28	5140	AMESBURY	CVIJETIC GORAN
29	5142	AMESBURY	FERIA JULIA V BLDG C UNIT 215
30	5142	AMESBURY	GARZA ERICK UNIT 216
31	5142	AMESBURY	KENNEDY CAROLE K BLDG C UNIT 217
32	5148	AMESBURY	EVERETT DEL
33	5148	AMESBURY	FELLOWS HOWARD F JR & GLADYS J
34	5148	AMESBURY	SIGAUD JOSE UNIT 120
35	5148	AMESBURY	HONORE DIANNE STE 121
36	5148	AMESBURY	JOHNSON MARGARET E
37	5148	AMESBURY	MORGAN BRYAN II
38	5148	AMESBURY	NEGA AKLIL BLDG D UNIT 220
39	5148	AMESBURY	BROTHERTON KATHERINE UNIT 221
40	5150	AMESBURY	STEVENS MICHAEL W BLDG E UNIT 122
41	5150	AMESBURY	FAITH DORIS
42	5150	AMESBURY	SABOGAL ANDREW
43	5150	AMESBURY	GRAY GARY T
44	5150	AMESBURY	CONOVER SCOTT M
45	5150	AMESBURY	LOZANO JR LINO GARZA & RUTH VELEZ
46	5154	AMESBURY	WATKINS BUSTAMANTE PARTNERS LTD
47	5150	AMESBURY	FUKUMOTO DAVID
48	5154	AMESBURY	WATKINS BUSTAMANTE BLDG F UNIT 126
49	5154	AMESBURY	YBARRA OLIVIA S UNIT 127
50	5154	AMESBURY	DEVITO JILL UNIT 128
51	5154	AMESBURY	MORTGAGE FUNDING CORP
52	5154	AMESBURY	STARK RANDY UNIT 227 BLDG F
53	5154	AMESBURY	ORTEGA TABITHA C & JOSE B BLDG F UNIT 228
54	5154	AMESBURY	HOLMES WILLIAM H
55	6001	MILTON	GHENNET MICHELE
56	6003	MILTON	WELCH JO T
57	6005	MILTON	MARTIN IAN UNIT 132

Label #	*Address*		*Owner*
58	6007	MILTON	DAMETIE TADELE
59	6009	MILTON	DUNN ZENEBECH
60	6011	MILTON	FISHER RENEE C
61	6015	MILTON	NORMAN THOMAS E UNIT 136
62	6017	MILTON	DAVENPORT PHILIP AUBER TR
63	6019	MILTON	VOLBEDA MICHAEL & AMBER BLDG H UNIT 138
64	6021	MILTON	IBRAHIM MARY
65	6023	MILTON	SMITH CLAELE
66	6025	MILTON	CARTER KEVIN R & BARBARA
67	6033	MILTON	DAMARYS QUINTANA D
68	6035	MILTON	SMITH MARLYS L
69	6037	MILTON	SHARMA RUCHIT & MAMTA JANGID
70	6039	MILTON	ROBBINS MYRA ELIZABETH UNIT 145
71	6041	MILTON	COCANOUGHER ANDREW MARK
72	6043	MILTON	COUSINO JAY & LORI
73	6045	MILTON	PATTERSON BRIAN S
74	6047	MILTON	SHOFFNER BARRON D
75	6049	MILTON	RESENDEZ JENNIFER BLDG J UNIT 150
76	6051	MILTON	CORSE CATHY DOWDY TR
77	6053	MILTON	MERCHED CHADI J
78	6055	MILTON	MOLHOEK DAVID C
79	5805	BIRCHBROOK	BLACKMAN CLAIRE R NO 101A
80	5805	BIRCHBROOK	SMITH GARY W & CHRISTINA UNIT 102
81	5825	BIRCHBROOK	MCMILLAN DARLENE J
82	5811	BIRCHBROOK	LUEDTKE GRETCHEN M
83	5805	BIRCHBROOK	ATKINS ENGLISH E APT 201
84	5805	BIRCHBROOK	KALKER AVIE
85	5811	BIRCHBROOK	MCDANIEL STEPHEN D & CONSTANCE E
86	5811	BIRCHBROOK	YEH CHAOSUAN & MEINA LIN
87	5819	BIRCHBROOK	EMMONS MIKE BLDG B UNIT 105
88	5819	BIRCHBROOK	JONES TRICIA L UNIT 205

Label #	*Address*		*Owner*
89	5833	BIRCHBROOK	KLEINMAN DEBORAH
90	5833	BIRCHBROOK	DAVIS ROBERT E
91	5825	BIRCHBROOK	CARLSON MARY C # 207
92	5833	MILTON	BELL ELLEN M APT 209
93	5833	BIRCHBROOK	TWAY DUANE C & CONSTANCE
94	5010	MATILDA	AGUILAR JOSE I UNIT 110
95	5010	MATILDA	JACKS BARBARA ANN # 111
96	5010	MATILDA	ABBOTT JUDITH P
97	5010	MATILDA	BLANDFORD LESLIE E
98	5016	MATILDA	MORGAN BRYAN II
99	5016	MATILDA	BLANKENSHIP JAMES T & DONALD J STANLEY
100	5020	MATILDA	DUPUY CHARLOTTE B APT 114-E
101	5020	MATILDA	VERSCHOYLE JOAN
102	5016	MATILDA	RAMP MARIA
103	5016	MATILDA	PEDIGO PATRICK J & SAMIA J
104	5020	MATILDA	BULLENTINI ROBERT &
105	5020	MATILDA	WHISNANT DENISE BLDG E UNIT 215
106	5026	MATILDA	ZABY VINCENT RAY
107	5026	MATILDA	BRYSON MARK H
108	5026	MATILDA	RJ ADDISON INV LLC
109	5026	MATILDA	SALDANA LILIANA J UNIT 217
110	5032	MATILDA	YEH CHAO SUAN & MEINA L
111	5032	MATILDA	TSADA NEGUSE & AMET SELAI
112	5032	MATILDA	FORTENBERRY AUSTIN BLDG G UNIT 218
113	5032	MATILDA	QUEEN DAVID ROBERT BLDG G UNIT 219
114	5038	MATILDA	FANTINI DAVID #120
115	5038	MATILDA	NELSON CARRIE E
116	5038	MATILDA	ANSLEY WILLIAM F SUITE 220
117	5038	MATILDA	PEDIGO PATRICK
118	5044	MATILDA	SHEEHAN WILLIAM H & MARY L
119	5044	MATILDA	DRISKELL STANLEY B SR ARVIN

Label #	*Address*		*Owner*
120	5050	MATILDA	NELMS PAMELA J &
121	5050	MATILDA	BURCH RICHARD M & TIMOTHY CANTRELL
122	5056	MATILDA	TAYLOR TIMOTHY F
123	5056	MATILDA	YEH CHAO SUAN & MEINA LIN
124	5062	MATILDA	POMEROY YJASMING
125	5062	MATILDA	SOTELO ANTONIA
126	5068	MATILDA	YOUNGBLOOD LYNN A BLDG I UNIT 130
127	5068	MATILDA	RODRIGUEZ THOMAS J
128	5044	MATILDA	MONGARAS JAMES J
129	5044	MATILDA	EADES THOMAS H UNIT 223
130	5050	MATILDA	RAMSEY JASON &
131	5050	MATILDA	YANG VICTOR
132	5056	MATILDA	ANSTEAD CLIFFORD R UNIT 226
133	5056	MATILDA	QIU CHUN
134	5062	MATILDA	KIDANE TESFAMARIAN & TSIGIE NEGUSSIE
135	5062	MATILDA	IBRAHIM PEGGY M
136	5068	MATILDA	ASSEFA HAILE A BLDG I UNIT 230
137	5068	MATILDA	WELCH JULIE
138	5804	MILTON	JACKSON OLIVIA ZENA UNIT 101
139	5804	MILTON	HOPKINS PEGGY
140	5808	MILTON	SMITH GENTRY D
141	5808	MILTON	ROSE SHEILA DIANNE UNIT 104
142	5804	MILTON	FANTA SOLOMON BLDG A UNIT #201
143	5804	MILTON	INGERSOLL KATHERINE B
144	5808	MILTON	WANG SUIJUN & QING CHUAN LI
145	5808	MILTON	YILMA ALEMNESH F
146	5812	MILTON	BAKEWELL THOMAS B UNIT 105
147	5812	MILTON	BERNSTEIN IRL D & MARSHA P
148	5816	MILTON	FIELDS MARION LYNN
149	5816	MILTON	COFFEY BARBARA
150	5820	MILTON	YEH CHAOSUAN & MEINA LIN

Label #	*Address*		*Owner*
151	5820	MILTON	DAVIS WILLIE FAYE BLDG C # 109
152	5816	MILTON	CORONADO ELIAS & MARIA T
153	5816	MILTON	STCLAIRE MARIANNE K BLDG C UNIT 207
154	5820	MILTON	YEH CHAO SUAN & MEINA LIN YEH
155	5820	MILTON	BENSKIN NORA & STEPHEN R BENSKIN
156	5098	MATILDA	JONES RANDY L & LU ANN
157	5098	MATILDA	CAGLE PAULINE
158	5098	MATILDA	PRAGIDES EMMANUEL J BLDG D UNIT 210
159	5098	MATILDA	COLEMAN BENNIE J JR BLDG D UNIT 211
160	5090	MATILDA	HUTTASH HARRY JAMES
161	5090	MATILDA	WILSON BARBARA EST OF % RONALD B PULLEN LF EST
162	5088	MATILDA	MORENO BARBARA
163	5088	MATILDA	MOXLEY MARILYN M
164	5090	MATILDA	HAYNES KELLY UNIT 212
165	5090	MATILDA	SHELMIRE DOROTHY M BLDG 3 UNIT 213
166	5088	MATILDA	LOCKE KATHERINE WOOD
167	5088	MATILDA	CASTANEDA DESIRAE
168	5086	MATILDA	COTTLE LAWRENCE W JR TRUST AGREEMENT
169	5086	MATILDA	MULLER DANIEL V BLDG F UNIT #117
170	5086	MATILDA	WILLIAMS DENA M
171	5086	MATILDA	BAKU SUMMITVIEW DR
172	5084	MATILDA	LUNA GERARDO JR
173	5084	MATILDA	CLARK CHARLES DANIEL BLDG G STE 119
174	5084	MATILDA	MACALUSO MATTIE G UNIT 218
175	5084	MATILDA	ABREHAM HAILE S MR UNIT G-219
176	5082	MATILDA	BASU AMIT & EUGENIA D
177	5082	MATILDA	FISHER HOWARD R UNIT 121
178	5082	MATILDA	LAROA ELAINE T BLDG H UNIT 220
179	5082	MATILDA	LOWRANCE CHRISTOPHER K UNIT 221
180	5072	MATILDA	SAVAGE SHANNON COOPER
181	5072	MATILDA	BARRIOS ALBERT & DEBRA D BARRIOS

Label #	*Address*		*Owner*
182	5074	MATILDA	SUPUNYABOOT SUNISA BLDG I UNIT 124
183	5074	MATILDA	DAVIS JANIS BLDG I UNIT 125
184	5076	MATILDA	WEISS JERRY I
185	5076	MATILDA	AGANLIC MUHAMED BLDG I UNIT 127
186	5078	MATILDA	PEDIGO PATRICK J & SAMIA
187	5078	MATILDA	BRIDER CORA LEE UNIT 129
188	5080	MATILDA	BOGGS NANCY A
189	5080	MATILDA	NGU UY T
190	5072	MATILDA	BIADAILIGNE HABTAMU SERKALEM S ARARSA
191	5072	MATILDA	HAGEDORN ELEANOR
192	5074	MATILDA	HARTNETT BETTY UNIT 224 BLDG I
193	5074	MATILDA	ROUNGRONG PORNTHIP & MICHAEL SAGER
194	5076	MATILDA	BURNLEY CATHERINE M BLDG I UNIT 226
195	5076	MATILDA	MOORE JENNIFER B
196	5078	MATILDA	REDA FREWEINI ASMEROM
197	5078	MATILDA	PUMPHANG KRAISORN BLDG I UNIT 229
198	5080	MATILDA	POLJAK MILENA
199	5080	MATILDA	STEVENS JANICE DUNLAP
200	5909	BIRCHBROOK	WHITTAKER NEWPORT PTNR
201	5700	LOVERS	TEXAS UTILITIES ELEC CO % STATE & LOCAL TAX DEPT
202	5025	AMESBURY	FAIRFIELD AT AMESBURY LP STE 250
203	5020	AMESBURY	FAIRFILED AT AMESBURY LP STE 250
204	6044	LOVERS	LOVERS LANE PROP SUB LP ATTN: PETER A PETRICCA
205	5936	LOVERS	FAIRFIELD AT LOVERS LN LP STE 360
206	5500	GREENVILLE	OT TX GREENVILLE LP STE 200
207	5650	GREENVILLE	FEDERAL EXPRESS CORP TAX DEPT
208	5349	AMESBURY	PC VILLAGE APTS DALLAS LP 3300 LINCOLN PLAZA
209	5350	AMESBURY	LINCOLN PROPERTY CO SUITE 700
210	5720	MILTON	MILTON MATILDA LIMITED PARTNERSHIP
211	5114	GREENVILLE	MUSSO & CIVELLO ET AL NCI-001-03-81
212	5750	LOVERS	LINCOLN LAG LTD HEB - PROPERTY TAX DEPT

Label #	*Address*		*Owner*
213	5200	GREENVILLE	HEDRICK L W TRUST HEB - PROPERTY TAX DEPT
214	5101	MATILDA	MATILDA REALTY I LP HEB - PROPERTY TAX DEPT
215	4500	GREENVILLE	TXU ELECTRIC & GAS
216	5118	GREENVILLE	LINCOLN LAG TWO LTD % LINCOLN PPTY CO COMM
217	5809	LOVERS	OT TEXAS GREENVILLE LP %WESTWOOD FINANCIAL CORP

Monday, August 04, 2008

Early Notification List

Al Romero
PO Box 870875
Mesquite, TX 75150

Anthony Jones
PO Box 0711
Galveston, TX 77553

Betty Wadkins
2843 Modesto Drive
Dallas, TX 75227

Bill Dahlstrom
901 Main St.,Ste 6000
Dallas, TX 75202

Bridge Ballowe c/o Nextel
1680 N. Prospert Dr.
Ricardson, TX 75081

Cindy Harris
4310 Buena Vista #8
Dallas, TX 75205

Clarence F Cope
10404 Ferndale
Dallas, TX 75238

Jane Guerrini
7032 Lupton
Dallas, TX 75225

Jeff Bosse
PO Box 4738
Dallas, TX 75208

Leanne Witek
16660 N Dallas Pkwy #1200
Dallas, TX 75248

Marcus Wood
6060 N Central Expy Ste 333
Dallas, TX 75206

Pam Conley
901 N Madison Avenue
Dallas, TX 75208

Rob Baldwin
401 Exposition
Dallas, TX 75226

Robert P. Garza
412 E. Sixth St.
Dallas, TX 75203

Stephanie Pegues
1500 Marilla 5FS
Dallas, TX 75201

Steve Craft
P O Box 542225
Dallas, TX 75354

Steve Kim
4318 Sexton Ln.
Dallas, TX 75229

Alpha Testing, Inc
Virginia Brown
2209 Wisconsin St, Ste 100
Dallas, TX 75229

Am. Metro/Study Corp
Marque Nelson
14881 Quorum Dr #400
Dallas, TX 75240

Arborilogical Services, Inc.
Bill Seaman
16 Steel Rd.
Wylie, TX 75098

Axley & Hargrove
James Schnurr
3400 Carlisle St, #400
Dallas, TX 75204-1268

Bluffview Homeowner
Pat White
4714 Wildwood
Dallas, TX 75209

Cedar Vista Conservation
Chris Lomax
6439 Dixie Garden Ln
Dallas, TX 75236

Dallas ISD
Stan Armstrong
3700 Ross Ave, Box 61
Dallas, TX 75204

Dallas Planning Asoc
Stuart Pully
P O Box 781609
Dallas, TX 75378

FW Dodge Reports
Donna McGuire
9155 Sterling Dr. Ste 160
Dallas, TX 75063

INCAP Fund
Lauren Odell
300 Crescent Court
Dallas, TX 75208

Jackson Walker
Suzan Kedron
901 Main St. #6000
Dallas, TX 75202

Kiestwood Neighbors
Neoma Shafer
2538 W Kiest Blvd
Dallas, TX 75233

Lake Highlands AIA
Terri Woods
9603 Rocky Branch Drive
Dallas, TX 75243

REVISED AGENDA ITEM # 2

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: September 24, 2008

COUNCIL DISTRICT(S): 14

DEPARTMENT: Aviation

CMO: Ramon F. Miguez, P.E., 670-3308

MAPSCO: 34E

SUBJECT

Authorize Supplemental Agreement No. 4 to the professional services contract with ~~Unison-Maximus~~ Unison Consulting, Inc. for the following additional services: **(1)** financial analysis and development of funding and financing strategies for the Love Field Modernization Program (LFMP); **(2)** application for a new Passenger Facility Charge (PFC) authorization to partially fund the LFMP and other capital improvements; **(3)** assisting the development of terminal schematic design by defining concession space requirements; and **(4)** assistance in negotiating a Project Development Agreement (PDA) specified in the Term Sheet for the LFMP for Dallas Love Field - Not to exceed $182,400, from $339,600 to $522,000 - Financing: Aviation Current Funds

BACKGROUND

On June 13, 2007, City Council awarded a Professional Services Contract to ~~Unison-Maximus, Inc.~~ Unison Consulting, Inc. to conduct a study of airport revenues and rates and charges for Dallas Love Field, Dallas Executive Airport and the Dallas Heliport as well as perform an analysis of capital financing, and to prepare an application to the FAA for a Passenger Facility Charge (PFC), in an amount not to exceed $239,600 (Resolution No. 07-1722). The study includes development of a financial model that will allow the City to **(1)** determine appropriate, cost-based rates and charges for airline tenants and users at the City's airports and **(2)** analyze the financial implications of the Department of Aviation's current Capital Improvement Program (CIP), the Love Field Modernization Program (LFMP), and the Automated People Mover Project.

BACKGROUND (Continued)

On June 25, 2008, Council Resolution No. 08-1877, approved a Term Sheet negotiated by the City and Southwest Airlines which, among other things, approved the conceptual plan for the LFMP and committed the parties to move forward with negotiation of a Project Development Agreement (PDA). Supplemental Agreement No. 4 amends the scope of services to expand the financial analysis to assist with briefing FAA and applying for federal financial assistance to fund the LFMP, and to include consultant support in negotiating a PDA with Southwest Airlines, and in defining and developing a concession program to support the development of terminal schematic design requirements, in addition to adding services for financial analysis to further develop capital funding and financing strategies, and the preparation of a new PFC application.

PRIOR ACTION / REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Briefed the Economic Development Committee on the final recommendations of the Rates and Charges Study, on August 15, 2008.

Authorized by City Council, Supplemental Agreement No. 3, to ~~Unison-Maximus~~ Unison Consulting, Inc. to amend the scope of services, not increasing the amount of the contract, on July 25, 2008.

Authorized by City Council, Supplemental Agreement No. 2, in the amount of $75,000 increasing the contract amount to $339,600, by Council Resolution No. 08-1872, on June 25, 2008.

Briefed to the Finance, Audit, and Accountability Committee, on the progress of the Rates and Charges Study, on February 11, 2008.

Authorized by City Council, Professional Services Contract to ~~Unison-Maximus, Inc.~~ Unison Consulting, Inc. for $239,600, by Resolution No. 07-1722, on June 13, 2007.

Briefed to the Finance, Audit and Accountability Committee, on follow up questions on the recommended vendor for Rates and Charges Study, on May 29, 2007.

Briefed to the Finance, Audit and Accountability Committee, on the recommended vendor for the Rates and Charges Study, on May 14, 2007.

Briefed to the Finance, Audit and Accountability Committee, on the Rates and Charges Study, on January 22, 2007.

FISCAL INFORMATION

$182,400 - Aviation Current Funds

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

~~Unison-Maximum, Inc.~~ Unison Consulting, Inc.

Hispanic Female	0	Hispanic Male	1
Black Female	1	Black Male	2
Other Female	8	Other Male	10
White Female	5	White Male	21

OWNER

~~Unison-Maximus, Inc.~~ Unison Consulting, Inc.

Anthony Q. Drake, President
John D. Sorensen, Vice President
David R. Francis, Secretary

GOOD FAITH EFFORT PLAN SUMMARY

PROJECT: Authorize Supplemental Agreement No. 4 to the professional services contract with ~~Unison-Maximus~~ Unison Consulting, Inc. for the following additional services: **(1)** financial analysis and development of funding and financing strategies for the Love Field Modernization Program (LFMP); **(2)** application for a new Passenger Facility Charge (PFC) authorization to partially fund the LFMP and other capital improvements; **(3)** assisting the development of terminal schematic design by defining concession space requirements; and **(4)** assistance in negotiating a Project Development Agreement (PDA) specified in the Term Sheet for the LFMP for Dallas Love Field - Not to exceed $182,400, from $339,600 to $522,000 - Financing: Aviation Current Funds

~~Unison-Maximus, Inc.~~ Unison Consulting, Inc. is a non-local, non-minority firm, has signed the "Good Faith Effort" documentation, and proposes to use their own workforce.
PROJECT CATEGORY: Professional Services

LOCAL/NON-LOCAL CONTRACT SUMMARY

	Amount	Percent
Total local contracts	$0.00	0.00%
Total non-local contracts	$182,400.00	100.00%
TOTAL CONTRACT	$182,400.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

None

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

	Local	Percent	Local & Non-Local	Percent
African American	$0.00	0.00%	$0.00	0.00%
Hispanic American	$0.00	0.00%	$0.00	0.00%
Asian American	$0.00	0.00%	$0.00	0.00%
Native American	$0.00	0.00%	$0.00	0.00%
WBE	$0.00	0.00%	$0.00	0.00%
Total	$0.00	0.00%	$0.00	0.00%

September 24, 2008

WHEREAS, on June 13, 2007, City Council authorized a professional services contract with ~~Unison-Maximus, Inc.~~ Unison Consulting, Inc. to conduct a study of the rates and charges for Dallas Love Field, Dallas Executive Airport and the Dallas Heliport by Resolution No. 07-1722 in an amount not to exceed $239,600; and,

WHEREAS, due to the protracted period of time expended in the Love Field Modernization Program negotiations, on June 5, 2008, pursuant to Administrative Action No. 08-1492 the City authorized Supplemental Agreement No. 1 to the contract with ~~Unison-Maximus~~ Unison Consulting, Inc. in the amount of $25,000, from $239,600 to $264,600; and,

WHEREAS, on June 25, 2008, Resolution No. 08-1872 authorized six months of additional services to update and refine the Financial Plan to adapt to the developing business arrangements for implementing the LFMP and to participate in meetings and presentations, in the amount of $75,000, from $264,000 to $339,600; and,

WHEREAS, on June 25, 2008, Resolution No. 08-1877, approved a Term Sheet negotiated by the City and Southwest Airlines which, among other things, approved the conceptual plan for the LFMP and committed the parties to move forward with negotiation of a Project Development Agreement (PDA) and Project Definition Manual (PDM), it is now desirable to authorize Supplemental Agreement No. 4 to the Professional Services Contract with ~~Unison-Maximus, Inc.~~ Unison Consulting, Inc. in the amount of $182,400, from $339,600 to $522,000;

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That the City Manager be and is hereby authorized to execute a Supplemental Agreement No. 4 to the professional services contract with ~~Unison-Maximus~~ Unison Consulting, Inc. for the following additional services: **1)** financial analysis and development of funding and financing strategies for the Love Field Modernization Program (LFMP); **2)** application for a new Passenger Facility Charge (PFC) authorization to partially fund the LFMP and other capital improvements; **3)** assisting the development of terminal schematic design by defining concession space requirements; **4)** assistance in negotiating a Project Development Agreement (PDA) specified in the Term Sheet for the LFMP for Dallas Love Field in an amount not to exceed $182,400, from $339,600 to $522,000, after approval as to form by the City Attorney.

September 10, 2008

Section 2. That the City Controller is hereby authorized to disburse funds from the following appropriation, in an amount not to exceed $182,400 to be paid to ~~Unison-Maximus, Inc.~~ Unison Consulting, Inc. out of Aviation Current Funds, to be paid upon approval of invoice by the Director of Aviation, as follows: Fund 0130; Dept. AVI; Unit 7710; Obj. 3070; ACTV AV07; Encumbrance CTAVI77100603; Vendor # VS0000018229.

Section 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas and it is accordingly so resolved.

Distribution: Dan Weber, Aviation Department, Dallas Love Field
Brenda Hozak, Aviation Department, Dallas Love Field
Bob Sims, City Attorney Office, 7DN

REVISED AGENDA ITEM # 71,72

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: September 24, 2008

COUNCIL DISTRICT(S): 2, 14

DEPARTMENT: Office of Economic Development

CMO: A. C. Gonzalez, 671-8925

MAPSCO: 45 F G J K L M P Q & R

SUBJECT

Dallas Downtown Improvement District

* A public hearing to receive comments regarding the annual assessment rate for the Dallas Downtown Improvement District (District), in accordance with Chapter 372 of the Texas Local Government Code, for the District for the purpose of providing supplemental services, to be funded by assessments on real property and real property improvements in the District - Financing: No cost consideration to the City
* An ordinance establishing classifications for the apportionment of costs and the methods of assessing special benefits for the services and improvements to property in the Dallas Downtown Improvement District; approving and adopting the 2008 assessment roll on file with the City Secretary; closing the hearing and levying assessments for the cost of certain services and improvements to be provided in the District during 2009; fixing charges and liens against the property in the District and against the owners thereof; providing for the collection of the assessment; and providing an effective date - Not to exceed ~~$300,000~~ $745,522 - Financing: Current Funds (subject to appropriations)

BACKGROUND

City Council authorizes the Service Plan for each Public Improvement District (PID) annually and subsequently calls and holds a public hearing to set the annual assessment rate for property in the PID.

On July 1, 2008, DOWNTOWNDALLAS (formerly know as Dallas CBD Enterprises, Inc.) provided City staff with the District Service Plan for 2009 and the proposed Assessment Plan for 2008.

BACKGROUND (continued)

The 2009 Service Plan was considered and approved by City Council on September 10, 2008.

The public improvement district Service Plan is outlined in the following way:

(a) **Nature of the Services and Improvements.** The general nature of the services and improvements to be performed by the District is to improve security, supplement the improvement of streets, sidewalks and landscaping, provide marketing information to promote the District, provide streetscape enhancements and provide other services and improvements that are authorized by the Act. The District is to supplement and enhance services within the District, but not replace existing City services provided within the District.

(b) **Estimated Cost of the Services and Improvements.** The total estimated cost of services and improvements provided by the District for the five year period is approximately thirty-three million, one hundred ninety-four thousand, eight hundred, fifty-one dollars ($33,194,851). The average annual cost for the five-year period is approximately six million, six hundred thirty-eight thousand, nine hundred, seventy dollars ($6,638,970). The District shall incur no bonded indebtedness.

(c) **Boundaries.** The District is located wholly within the City of Dallas, Texas. The District is in the Central Business District. The boundaries of the District are described as the centerlines of Woodall Rodgers Freeway, North Central Expressway, Julius Schepps Freeway, R.L. Thornton Freeway and Stemmons Freeway. The boundaries of the District are shown on the attached Map of the District.

(d) **Method of Assessment.** The method of assessment, which may specify included or excluded classes of assessable property, is based on the value of the real property and real property improvements as determined by the Dallas Central Appraisal District. The real property of jurisdictions and entities that have obtained an exemption from the City of Dallas real property taxes pursuant to the Texas Property Code (except under the provisions of Section 11.24 and 11.28 of the Property Tax Code) will not be subject to an assessment by the District on that portion of the assessed value of the property that is exempt from City real property taxes. The proposed 2008 assessment rate for the District is $0.1190 per $100.00 of appraised value by the Dallas Central Appraisal District. The actual assessment rate and levies are set by the Dallas City Council in accordance with the provisions of Chapter 372 of the Texas Local Government Code. The assessment rate during the seven-year life of the District shall not exceed $0.15 per $100 of valuation.

BACKGROUND (continued)

(e) **Apportionment of Cost Between District and Municipality as a Whole.** The District shall pay the costs of the services and improvements by special assessment against the real property and real property improvements. The City of Dallas is responsible for payment of assessments against exempt City property in the District, which is specially benefited. City rights-of-way and city parks are not subject to assessment. Payment of assessments by other exempt jurisdictions and entities must be established by contract. The District shall generally pay the costs of the proposed improvements, except where project-specific opportunities exist for cost sharing with the municipality or other public or private sources.

For the FY 2008-2009, the estimated City participation is approximately ~~$300,000~~ $745,522. Every dollar of City assessment paid to the District will leverage more than approximately $25.00 of assessments paid by private property owners. As a contributor, the City of Dallas will be represented on the governing Boards of Directors.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 24, 1992, the City Council authorized the creation of the Dallas Downtown Improvement District by Resolution No. 92-2445.

On August 9, 2006, the City Council authorized the renewal of the Dallas Downtown Improvement District by Resolution No. 06-2049.

On September 2, 2008, a memo was submitted to the Economic Development Committee regarding the Assessment Rate for 2008 and the Service Plan for 2009 for all seven of the City's public improvement districts.

On September 10, 2008, the City Council authorized the service plan and authorized a public hearing to be held on September 24, 2008, to receive comments on the proposed 2008 Assessment Rate by Resolution No. 08-2418.

FISCAL INFORMATION

Current Funds - ~~$300,000~~ $745,522 (subject to appropriations)

Council District 2	~~$200,000~~	$519,628
Council District 14	~~$100,000~~	$225,924
Total	~~$300,000~~	$745,522

MAP

Attached.

Downtown Improvement District Map

PID Boundary

Office of Economic Development
July 2006

CITY OF DALLAS

ORDINANCE NO._____

AN ORDINANCE ESTABLISHING CLASSIFICATIONS FOR THE APPORTIONMENT OF COSTS AND THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS TO PROPERTY IN THE DALLAS DOWNTOWN IMPROVEMENT DISTRICT (DISTRICT); APPROVING AND ADOPTING THE 2008 ASSESSMENT ROLL ON FILE WITH THE CITY SECRETARY; CLOSING THE HEARING AND LEVYING ASSESSMENTS FOR THE COST OF CERTAIN SERVICES AND IMPROVEMENTS TO BE PROVIDED IN THE DISTRICT DURING 2009; FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE DISTRICT AND AGAINST THE OWNERS THEREOF; PROVIDING FOR THE COLLECTION OF THE ASSESSMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts; and

WHEREAS, on June 24, 1992, the City Council authorized and created the District as a public improvement district, as shown on the attached **Map of the District**, under Chapter 372 of the Local Government Code, by Resolution No. 92-2445; and

WHEREAS, on August 9, 2006, the City Council authorized the renewal of the Downtown Improvement District for a period of seven (7) years, by Resolution No. 06-2049.

WHEREAS, on July 1, 2008, DOWNTOWNDALLAS (formerly known as Dallas CBD Enterprises, Inc.) presented City staff with the proposed District Service Plan for 2009 and the proposed Assessment Rate for 2008 (Attached hereto as **Exhibits A and B**), for the purpose of apportioning the cost of services and improvements to be assessed against the property in the District; and

WHEREAS, pursuant to the Act, the City Council authorized the updated District Service Plan on September 10, 2008 and called a public hearing to be held on September 24, 2008 to receive citizen comments concerning the 2008 Assessment Plan for the District; and

WHEREAS, as further required by the Act, the City held the public hearing on September 24, 2008, and subsequently closed the public hearing after receiving property owners' concerns and comments on the proposed assessment for the District; and

WHEREAS, the City desired by the calling and holding of such public hearing to provide a reasonable opportunity for owners of property located within the District to speak for or against the assessment against real property and real property improvements exclusive of public rights-of-way, and to continue funding for the District for the purpose of providing supplemental services and improvements; and

WHEREAS, the City Council desires to authorize and adopt the Assessment Roll that was filed with the City Secretary and subject to public inspection in the City's official records prior to the public hearing; and

WHEREAS, the City Council finds that the Service Plan and Assessment Plan are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of $0.1190 per $100.00 of appraised value, as determined by the Dallas Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the recitals and findings listed above are true and correct and that the action of the City Council closing the public hearing in these proceedings is hereby ratified and confirmed.

SECTION 2. That the City Council in accordance with the Assessment Plan shall apportion the costs of the services and improvements to be assessed against property in the District on the basis of special benefits accruing to the property. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the value of the real property and real property improvements as determined by the Dallas Central Appraisal District. Public rights-of-way and certain City of Dallas properties are exempt from assessment. The assessment rate billed in 2008 is $0.1190 per $100 of valuation.

SECTION 3. That the City Council hereby authorizes and adopts the Assessment Roll filed with the City Secretary apportioning the total cost of the services and improvements to be assessed against property in the District for fiscal year ending December 31, 2008, of approximately $4,848,196. The Assessment Roll states the assessment against each parcel of land in the District and is subject to public inspection in the City's official records.

SECTION 4. That the City Controller is hereby authorized to disburse funds in an amount not to exceed ~~$300,000~~ $745,522 from Fund 0001, Department BMS, Unit 1991, Object 3599 (subject to appropriations) to pay assessments on City owned benefited property owed to the District in 2008.

SECTION 5. That notice of the City Council's intention to consider the proposed assessments at a public hearing held on September 24, 2008 at 1:00 p.m. in the City Council Chamber, 1500 Marilla Street, Dallas, Texas was published in the official newspaper of the City of Dallas, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3) the cost of the services and improvements; (4) the boundaries of the District; and (5) that written or oral objections will be considered at the hearing.

SECTION 6. That Dallas City staff mailed to the owners of property liable for assessment notice of the hearing as the ownership appears on the City tax roll. The notice contained the information required by the Act. The notice was mailed before the 10th day before the date of the hearing to the last known address of the property owner on the City tax roll. The failure of the property owner to receive notice does not invalidate the proceeding.

SECTION 7. That the City Council finds that the assessments should be made and levied against the respective parcels of property within the District and against the owners thereof, and are substantially in proportion to the benefits to the respective parcels of property by means of the services and improvements in the District for which such assessments are levied, and further finds that in each case the property assessed is specially benefited by means of the said services and improvements in the District, and further finds that the apportionment of costs of the services and improvements is in accordance with the law in force in this City and the State and in the proceedings of the City heretofore held with reference to the formation of the District and the imposition of assessments for said services and improvements are in all respects valid and regular.

SECTION 8. That there shall be and is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money as listed in the Assessment Roll on file with the City Secretary and subject to public inspection, and the several amounts assessed against the same, and the owners thereof.

SECTION 9. That the several sums above mentioned and assessed against the said parcels of property and the owners thereof, and interest thereon at the rate of eight percent (8%) per annum, provided, however, that such interest rate shall not exceed the maximum amount allowed by law, together with reasonable fees and cost of collection, if incurred, are hereby declared to be and are made a first and prior lien against the property assessed, superior to all other liens and claims except liens and claims for state, county, school district and municipality ad valorem taxes and is a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien is effective from the date of this Ordinance until the assessment is paid and may be enforced by the governing body in the same manner that an ad valorem tax lien against real property may be enforced by the governing body.

SECTION 10. That the assessments levied herein shall be due and payable in full on or before January 31, 2009. That if default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection thereof, including, costs and fees, shall be enforced by the governing body in the same manner that an ad valorem tax lien against real property may be enforced by the governing body. The owner of the assessed property may pay at any time the entire assessment, with interest that has accrued on the assessment, on any lot or parcel.

SECTION 11. That all assessments levied are a personal liability and charge against the real and true owners of the premises described, notwithstanding such owners may not be named, or may be incorrectly named.

SECTION 12. That the assessments herein levied are made and levied under and by virtue of the terms, powers and provisions of the Public Improvement District Assessment Act, Chapter 372 of the Texas Local Government Code, as amended.

SECTION 13. That this ordinance takes effect immediately from and after its passage in accordance with the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM

THOMAS P. PERKINS, JR.
City Attorney

By: _____
Assistant City Attorney

Passed and correctly enrolled_____

DOWNTOWNDALLAS Improvement District

Five Year Budget Forecast

	2009 Budget	2010 Budget	2011 Budget	2012 Budget	2013 Budget
REVENUES & RESERVES					
Fund balance from previous year	$531,161	$647	$1,902	$3,158	$3,109
Net assessment revenue	$4,848,196	$5,090,606	$5,243,324	$5,400,624	$5,562,642
Exempt jurisdictions	$150,000	$157,500	$165,375	$173,644	$182,326
Interest on cash balances	$45,000	$50,000	$50,000	$50,000	$50,000
Other income & contributions	$1,100,000	$1,125,000	$1,050,000	$1,075,000	$1,100,000
TOTAL INCOME & RESERVES	**$6,674,357**	**$6,423,753**	**$6,510,601**	**$6,702,425**	**$6,898,078**
EXPENDITURES					
Organization & Administration	$487,477	$511,851	$537,443	$564,316	$592,531
Capital Improvements	$1,299,345	$1,150,000	$1,050,000	$1,150,000	$1,150,000
Communications & Events	$654,870	$675,000	$720,000	$775,000	$825,000
Park Improvements & Landscaping	$902,057	$910,000	$1,000,000	$960,000	$1,025,000
Safety	$3,329,961	$3,175,000	$3,200,000	$3,250,000	$3,300,000
TOTAL EXPENDITURES	**$6,673,710**	**$6,421,851**	**$6,507,443**	**$6,699,316**	**$6,892,531**
FUND BALANCE/RESERVES	$647	$1,902	$3,158	$3,109	$5,546

Exhibit A

Exhibit B

DOWNTOWN
DALLAS

DOWNTOWNDALLAS
Improvement District
2008 Assessment Plan

The costs of the services and improvements by the District will be paid primarily by special assessment against properties in the District. Annual assessments are based on the total value of real property and real property improvements as determined by the Dallas Central Appraisal District ("DCAD").

The District service area is shown on a map attached hereto. The assessment to be levied for properties in the District service area is $.1190 per $100 of appraised value. Dependent upon future District property values and the changing needs of the District, the assessment rate stated above is not anticipated to change in the next five years. Actual assessment rates and levies will be set by the Dallas City Council subject to a maximum of $0.15 per $100 of value and according to procedures stipulated by Chapter 372 of the Texas Local Government Code.

As provided by Chapter 372 of The Code, the City of Dallas is responsible for payments of assessments against exempt municipal property in the District. Properties not liable for assessment include City rights-of-way and properties not owned by the City of Dallas but have obtained an exemption from the City of Dallas real property taxes pursuant to the Texas Property Code (except under the provisions of Sections 11.24 and 11.28 of the Property Tax Code). Payment of assessments by other exempt jurisdictions shall be established by contract.

Downtown Improvement District Map

PID Boundary

Office of Economic Development
July 2006

CITY OF DALLAS

REVISED AGENDA ITEM # 79,80

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: September 24, 2008

COUNCIL DISTRICT(S): 14

DEPARTMENT: Office of Economic Development

CMO: A. C. Gonzalez, 671-8925

MAPSCO: 45 B C F & G

SUBJECT

Uptown Public Improvement District

* A public hearing to receive comments concerning the 2008 annual assessment rate for the Uptown Public Improvement District (District), in accordance with Chapter 372 of the Texas Local Government Code, for the District for the purpose of providing supplemental services, to be funded by assessments on real property and real property improvements in the District - Financing: No cost consideration to the City
* An ordinance establishing classifications for the apportionment of costs and the methods of assessing special benefits for the services and improvements to property in the Uptown Public Improvement District; approving and adopting the 2008 assessment roll on file with the City Secretary; closing the hearing and levying assessments for the cost of certain services and improvements to be provided in the District during 2009; fixing charges and liens against the property in the District and against the owners thereof; providing for the collection of the assessment; and providing an effective date – Financing: No cost consideration to the City

BACKGROUND

The City Council authorizes the Service Plan for each Public Improvement District (PID) annually and subsequently calls and holds a public hearing to set the annual assessment rate for property in the PID.

On June 23, 1993, City Council authorized the creation of the Uptown Public Improvement District by Resolution No. 93-2501.

On August 10, 2005, the City Council authorized the renewal of the Uptown PID by Resolution No. 05-2231.

BACKGROUND (continued)

On July 1, 2008, the Uptown, Inc., provided City staff with the proposed Service Plan for 2009 and the proposed Assessment Plan for 2008.

On September 10, 2008, the City Council approved the Service Plan for 2009 and authorized a public hearing to consider the 2008 assessment rate on September 24, 2008 by Resolution No. 08-2422.

The public improvement district Service Plan is outlined in the following way:

(a) **Nature of the Services and Improvements.** The general nature of the services and improvements to be performed by the District is to enhance public safety/security, design and construct public infrastructure, park improvements, landscaping and lighting, produce pedestrian amenities and linkages that are authorized by the Act. The District is to supplement and enhance services within the District, but not replace existing City services provided within the District.

(b) **Estimated Cost of the Services and Improvements.** The total estimated cost of services and improvements provided by the District for the six year term of the District is approximately eight million, six hundred ninety-two thousand, three hundred twenty-eight dollars ($8,692,328). The estimated annual average cost is approximately one million, four hundred forty-eight thousand, seven hundred twenty-one dollars ($1,448,721). The District shall incur no bonded indebtedness.

(c) **Boundaries.** The District is located wholly within the City of Dallas, Texas. The boundaries of the District are shown on the attached Map of the District.

(d) **Method of Assessment.** The proposed assessment rate for ~~2007~~ 2008 is $0.045 per $100 of appraised value. The real property and improvements within the District will be based on its value as determined annually by the Dallas County Appraisal District, at a rate to be determined annually but which shall not exceed $0.15 per $100 value during the 7-year term of the Uptown PID.

(e) **Apportionment of Cost Between District and Municipality as a Whole.** The District shall pay the costs of the services and improvements by special assessment rate against the real property and real property improvements of each property owner of record. The City of Dallas shall not be responsible for payment of assessments against exempt City property in the District. City rights-of-way and City parks are not subject to assessment. The District's cemeteries are one class of tax-exempt properties, which are not specially benefited by the improvements.

BACKGROUND (continued)

Accordingly, the cemeteries will be exempt from assessment. St. Peter's school and property owned by persons already receiving and qualifying for 65 or older homestead exemption under Section 11.13 (c) or (d) of the Texas Property Tax Code will be excluded. Payment of assessment by other exempt jurisdictions must be established by contract. No such contracts are in place at present.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 23, 1993, City Council authorized the establishment of the Uptown Public Improvement District with an expiration date of June 23, 2000 by Resolution No. 93-2501.

On August 10, 2005, the City Council authorized the renewal of the Uptown PID by Resolution No. 05-2231.

On September 2, 2008, a memo was submitted to the Economic Development Committee regarding Assessment Rate for 2008 and Service Plan for 2009 for all seven of the City's public improvement districts.

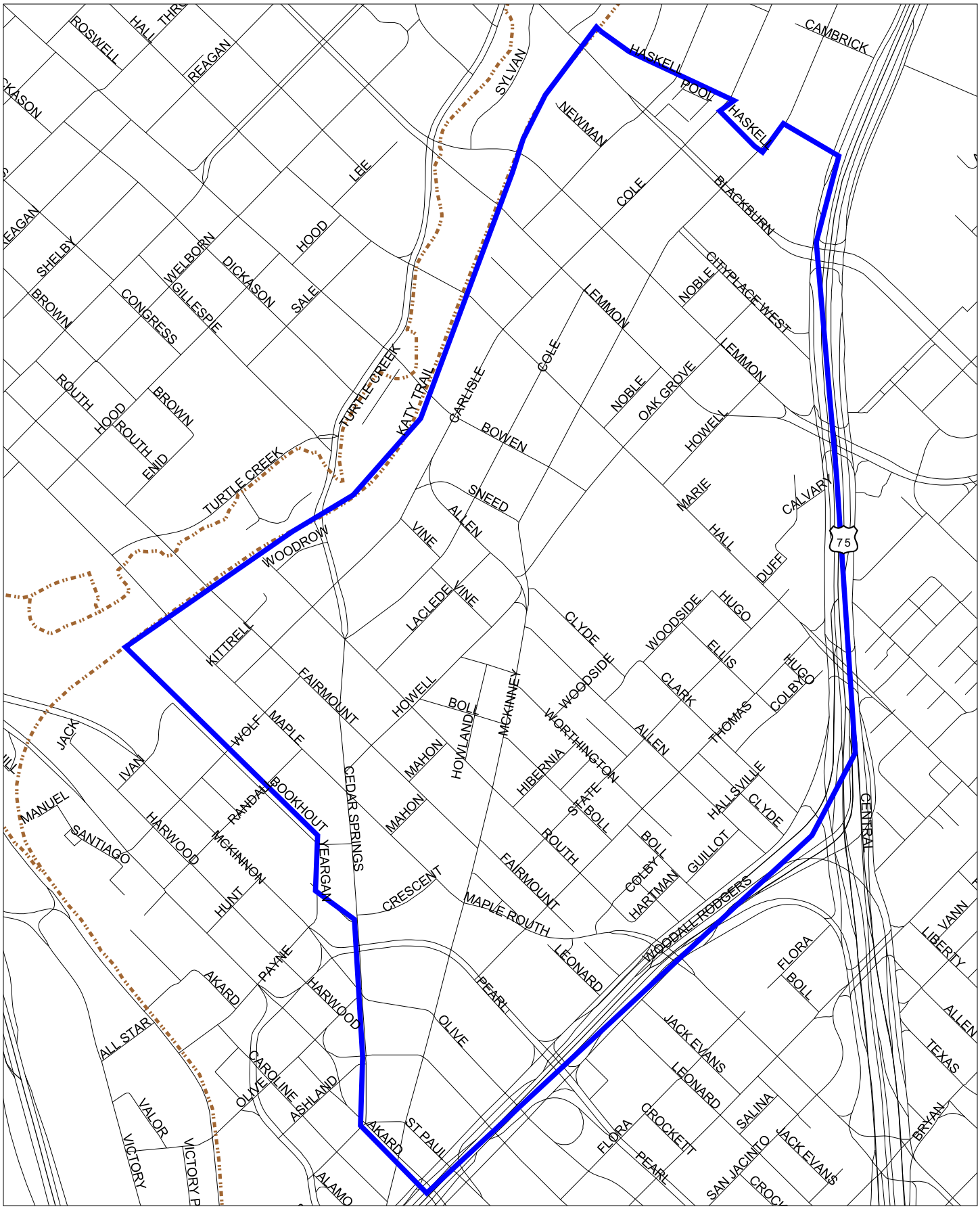
On September 10, 2008, the City Council authorized the Service Plan for 2009 and authorized a public hearing to be held on September 24, 2008 regarding the 2008 assessment rate for the Uptown PID by Resolution No. 08-08-2422.

FISCAL INFORMATION

No cost consideration to the City

MAP

Attached.



Uptown PID Boundary Map

Uptown PID Boundary

Office of Economic Development
August 2007

CITY OF DALLAS

ORDINANCE NO._____

AN ORDINANCE ESTABLISHING CLASSIFICATIONS FOR THE APPORTIONMENT OF COSTS AND THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS TO PROPERTY IN THE UPTOWN PUBLIC IMPROVEMENT DISTRICT (DISTRICT); APPROVING AND ADOPTING THE 2008 ASSESSMENT ROLL ON FILE WITH THE CITY SECRETARY; CLOSING THE HEARING AND LEVYING ASSESSMENTS FOR THE COST OF CERTAIN SERVICES AND IMPROVEMENTS TO BE PROVIDED IN THE DISTRICT DURING 2009; FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE DISTRICT AND AGAINST THE OWNERS THEREOF; PROVIDING FOR THE COLLECTION OF THE ASSESSMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts; and

WHEREAS, on June 23, 1993, the City Council authorized and created the District as a public improvement district, as shown on the attached **Map of the District**, under Chapter 372 of the Local Government Code, by Resolution No. 93-2501; and

WHEREAS, on August 10, 2005, the City Council authorized the renewal of the Uptown Public Improvement District for a period of seven years by Resolution No. 05-2231; and

WHEREAS, on July 1, 2008, the Uptown, Inc., presented City staff with the proposed District Service Plan for 2009 and Assessment Plan for 2008 (Attached hereto as **Exhibits A and B**), for the purpose of apportioning the cost of services and improvements to be assessed against the property in the District; and

WHEREAS, pursuant to the Act, the City Council authorized the updated District 2009 Service Plan on September 10, 2008 and called a public hearing to be held September 24, 2008 to receive citizen comments concerning the 2008 assessment rate for the District; and

WHEREAS, as further required by the Act, the City held the public hearing on September 24, 2008, and subsequently closed the public hearing after receiving property owner's concerns and comments on the proposed 2008 assessment rate for the District; and

WHEREAS, the City Council desires to authorize and adopt the 2008 Assessment Roll that was filed with the City Secretary and subject to public inspection in the City's official records prior to the public hearing; and

WHEREAS, the City Council finds that the Service Plan and Assessment plan are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of $0.045 per $100.00 of appraised value, as determined by the Dallas Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the recitals and findings listed above are true and correct and that the action of the City Council closing the public hearing in these proceedings is hereby ratified and confirmed.

SECTION 2. That the City Council in accordance with the Assessment Plan shall apportion the costs of the services and improvements to be assessed against property in the District on the basis of special benefits accruing to the property. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the value of the real property and real property improvements as determined by the Dallas Central Appraisal District. Public rights-of-way and City of Dallas property are exempt from assessment. The assessment rate billed in 2008 is $0.045 per $100 of valuation.

SECTION 3. That the City Council hereby authorizes and adopts the Assessment Roll filed with the City Secretary apportioning the total cost of the services and improvements to be assessed against property in the District for fiscal year ending December 31, 2008, of approximately $1,316,955. The Assessment Roll states the assessment against each parcel of land in the District and is subject to public inspection in the City's official records.

SECTION 4. That notice of the City Council's intention to consider the proposed assessments at a public hearing on September 24, 2008 at 1:00 p.m. in the City Council Chamber, 1500 Marilla Street, Dallas, Texas was published in the official newspaper of the City of Dallas, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3) the cost of the services and improvements; (4) the boundaries of the District; and (5) that written or oral objections will be considered at the hearing.

SECTION 5. That Dallas City staff mailed to the owners of property liable for assessment notice of the hearing as the ownership appears on the City tax roll. The notice contained the information required by the Act. The notice was mailed before the 10th day before the date of the hearing to the last known address of the property owner on the City tax roll. The failure of the property owner to receive notice does not invalidate the proceeding.

SECTION 6. That the City Council finds that the assessments should be made and levied against the respective parcels of property within the District exclusive of public rights-of-way and against the owners thereof, and are substantially in proportion to the benefits to the respective parcels of property by means of the services and improvements in the District for which such assessments are levied, and further finds that in each case the property assessed is specifically benefited by means of the said services and improvements in the District, and further finds that the apportionment of costs of the services and improvements is in accordance with the law in force in this City and the State and in the proceedings of the City heretofore had with reference to the formation of the District and the imposition of assessments for said services and improvements are in all respects valid and regular.

SECTION 7. That there shall be and is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money as listed in the Assessment Roll on file with the City Secretary and subject to inspection, and the several amounts assessed against the same, and the owners thereof.

SECTION 8. That the several sums above mentioned and assessed against the said parcels of property and the owners thereof, and interest thereon at the rate of eight percent (8%) per annum, provided, however, that such interest rate shall not exceed the maximum amount allowed by law, together with reasonable fees and the costs of collection, if incurred, are hereby declared to be and are made a first and prior lien against the property assessed, superior to all other liens and claims except liens and claims for state, county, school district and municipality ad valorem taxes and is a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien is effective from the date of this Ordinance until the assessment is paid and may be enforced by the governing body in the same manner that an ad valorem tax lien against real property may be enforced by the governing body.

SECTION 9. That the assessments levied herein shall be due and payable in full on or before January 31, 2009. That if default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection thereof, including, costs and fees, shall be enforced by the governing body in the same manner that an ad valorem tax lien against real property may be enforced by the governing body. The owner of the assessed property may pay at any time the entire assessment, with interest that has accrued on the assessment, on any lot or parcel.

SECTION 10. That all assessments levied are a personal liability and charge against the real and true owners of the premises described, notwithstanding such owners may not be named, or may be incorrectly named.

SECTION 11. That the assessments herein levied are made and levied under and by virtue of the terms, powers and provisions of the Public Improvement District Assessment Act, Chapter 372 of the Texas Local Government Code, as amended.

SECTION 12. That this ordinance takes effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:

THOMAS P. PERKINS, JR.
City Attorney

By:
Assistant City Attorney

Passed and correctly enrolled_____

Exhibit A

2009 SERVICE PLAN
Uptown Public Improvement District

	2007	2008	2009	2010	2011	2012
INCOME						
Assessments	1,089,188	1,206,466	1,316,955	1,382,803	1,451,943	1,524,540
Interest	3,060	30,000	15,750	16,538	17,364	18,233
Capital improvement grant		0	5,000	0	0	0
Contingent reserve	22,050	30,000	41,000	43,050	45,203	47,463
Marketing sponsorships	15,914	25,000	80,000	84,000	88,200	92,610
Total:	1,130,212	1,291,466	1,458,705	1,526,390	1,602,710	1,682,845
EXPENDITURES						
Capital Improvements	273,062	320,000	404,812	419,802	440,792	462,832
Median landscaping, green space, streetscape, curb & sidewalk replacement						
Services	465,650	515,000	642,000	674,100	707,805	743,195
Off-duty police, trolley operations, marketing & promotion						
Maintenance	245,900	285,000	256,700	269,535	283,012	297,162
Landscape, tree care, street & sidewalk sweeping, trash cans, graffiti removal, grates						
Finance & Administration	144,600	160,000	136,227	143,038	150,190	157,700
Staff salaries & benefits, office expenses, audit, insurance						
Contingency	1,000	11,466	18,967	19,915	20,911	21,956
Total:	1,130,212	1,291,466	1,458,705	1,526,390	1,602,710	1,682,845

Exhibit B

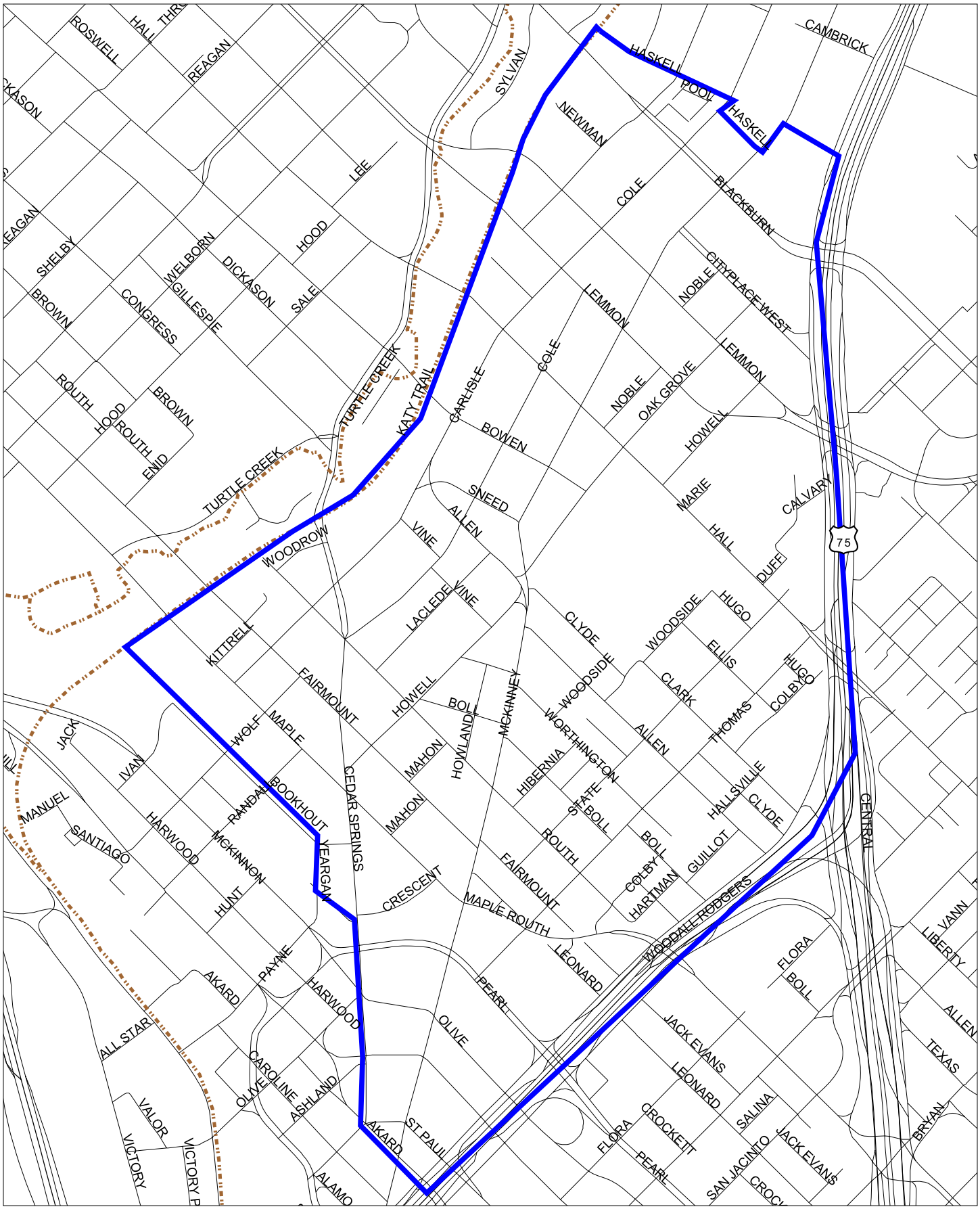
PROPOSED 2008 ASSESSMENT PLAN
Uptown Public Improvement District

The cost of the services and improvements provided by the Uptown Public Improvement District (UPID) will be paid primarily by special assessments against property in the District. Annual assessments will be based on the total value of real property and improvements as certified by the Dallas Central Appraisal District.

All property owners not exempt from assessment will be assessed at a uniform rate. In 2009, the proposed rate continues to be 4.5¢ per $100 of value. Assessments will be carried out in accordance with procedures stipulated in Chapter 372 of the Texas Local Government Code.

The City of Dallas shall not be responsible for payment of assessments against exempt City property in the District. UPID will recognize and honor exemptions listed by the Dallas Central Appraisal District, including homestead, disability, senior citizen and exemptions for property owned by tax-exempt entities. Payment of the UPID assessment by any exempt owners must be established by contract. No such contracts are in place, nor are any proposed.

UPID's assessments will be collected by Dallas County or another contractor chosen by the City of Dallas, in accordance with the management contract between the City of Dallas and Uptown Inc., the non-profit corporation that manages the District.



Uptown PID Boundary Map

Uptown PID Boundary

Office of Economic Development
August 2007

CITY OF DALLAS