City of Lubbock, Texas
Regular City Council Meeting
October 11, 2022

Tray Payne, Mayor
Shelia Patterson Harris, Mayor Pro Tem, District 2
Christy Martinez-Garcia, Councilwoman, District 1
Mark W. McBrayer, Councilman, District 3
Steve Massengale, Councilman, District 4
Dr. Jennifer Wilson, Councilwoman, District 5
Latrelle Joy, Councilwoman, District 6

W. Jarrett Atkinson, City Manager
Chad Weaver, City Attorney
Rebecca Garza, City Secretary

http://www.mylubbock.us

City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas

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City of Lubbock City Council Meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at (806)775-2061 or write to Post Office Box 2000, Lubbock, Texas 79457 at least 48 hours in advance of the meeting.

Note: On occasion the City Council may consider agenda items out of order.

12:30 p.m. - City Council convenes in City Council Chambers in Open Session. Upon convening, the City Council will recess into Executive Session to consider Items 1.-1.3.

1. **Executive Session**

1. 1. Hold an executive session in accordance with Texas Government Code, Section 551.071, with legal counsel for advice about pending or contemplated litigation or settlement agreement and on matters in which the duty of the attorney under the Texas Disciplinary Rules of Professional Conduct conflicts with Chapter 551.

1. 1. 1. Approximately 14 acres out of BLK O, Sec 3, AB 24, Park TR North of Parkway Drive

1. 2. Hold an executive session in accordance with the Texas Government Code, Section 551.072, to deliberate the purchase, exchange, lease, or value of real property.

1. 2. 1. Approximately 14 acres out of BLK O, Sec 3, AB 24, Park TR North of Parkway Drive

1. 3. Hold an executive session in accordance with Texas Government Code Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Electric Utility Board, Health/Educational Facilities Development Corporation, Lake Alan Henry Board of Appeals, Lubbock Emergency Communications District Board of Managers, and the Planning and Zoning Commission.

Adjourn from Executive Session

Following the Executive Session, the City Council will reconvene in City Council Chambers for a Work Session regarding items for presentation and discussion on such issues that may require in-depth consideration by the City Council.

2. Hear and discuss presentations regarding the following and provide guidance to staff as appropriate.

2. 1. Parks Master Plan

2:00 p.m. - Regular Session

3. **Ceremonial Items**

3. 1. Invocation

3. 2. Pledges of Allegiance

Call to Order

4. **Citizen Comments - Any citizen wishing to appear in person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 2:00 p.m. on October 11, 2022. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items. Any comment received that is in the nature of asking a question will be referred to an appropriate member of the City staff for a response.**

5. **Minutes**

5. 1. August 16, 2022 Special City Council Meeting - Electric Utility Board
September 13, 2022 Regular City Council Meeting

6. **Consent Agenda - Items considered to be routine are enacted by one motion without separate discussion. If the City Council desires to discuss an item, the item is removed from the Consent Agenda and considered separately.**

6. 1. **Resolution - Finance:** Consider a resolution expressing intent to finance expenditures to be incurred for various capital projects and equipment approved by the City Council in the FY 2022-23 Budget and Capital Program, and to reimburse the City from the proceeds of obligations that will be issued after the expenditure of funds to pay costs of such projects and equipment.

6. 2. **Ordinance 2nd Reading - Right-of-Way:** Consider Ordinance No. 2022-O0141, abandoning and closing a portion of an underground utility easement, located within Lot 12, Westac Addition, Lubbock County, Texas.

6. 3. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute an Amendment to a Street Use License dated February 9, 2021, by and between the City of Lubbock and Mike Irish, and located at 1204 Avenue R.

6. 4. **Ordinance 2nd Reading - Stormwater Compliance:** Consider Ordinance No. 2022-O0142, amending Chapter 22, Utilities, Article 22.11, Stormwater Regulations of the Code of Ordinances of the City of Lubbock, Texas, with regard to stormwater plan review fees; providing a savings clause; providing a penalty; and providing for publication.

6. 5. **Ordinance 1st Reading - Traffic Operations:** Consider an ordinance amending Section 20.05.102 of the Code of Ordinances of the City of Lubbock, with regard to the establishment of speed limits.

6. 6. **Resolution - Solid Waste:** Consider a resolution authorizing the Mayor to execute Contract 16673, with Space Savers, Inc., for Alternate Daily Cover, for the West Texas Regional Disposal Facility.

6. 7. **Resolution - Health Benefits:** Consider a resolution authorizing the Mayor to execute Contract 16869, and related documents, by and between the City of Lubbock and Davis Vision, to provide a voluntary vision plan for full-time employees.

6. 8. **Resolution - Health Benefits:** Consider a resolution authorizing the Mayor to execute Amendment 2 to Contract 13582, by and between the City of Lubbock and Optum Financial, to provide Flexible Spending Account and Health Reimbursement Arrangement (HRA) administrative services.

6. 9. **Resolution - Health Benefits:** Consider a resolution authorizing the Mayor to execute Contract 16694, by and between the City of Lubbock and BlueCross BlueShield of Texas (BCBSTX), to provide medical administrative services only (ASO), dental administration, pharmacy benefit management (PBM), Consolidated Omnibus Budget Reconciliation Act (COBRA) administration, and Medicare Navigator services.

6. 10. **Resolution - Municipal Court:** Consider a resolution authorizing the Mayor to execute the renewal of the Interlocal Agreement for the Specialized Treatment and Rehabilitation (STAR), a joint program between Lubbock County, Texas, the Lubbock Independent School District and the City of Lubbock.

6. 11. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute Contract 16700, with Bill Williams Tire, for the purchase of tires and tire repair service, for City of Lubbock vehicles and equipment.

6. 12. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute Purchase Order 31069080, with C & C Manufacturing, for the purchase of a 2023 Aljon Series 600 Landfill Compactor, for the Solid Waste Landfill.

6. 13. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute Purchase Order 31069158, with Kann Manufacturing, for the purchase of nine Commercial Side-Loader Trash Truck Bodies, for the Solid Waste Residential Collection Department.

6. 14. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute Purchase Order 31069161, with Chastang Enterprises Inc., for the purchase of three 2023 Autocar DC-64 Cab & Chassis, for the Solid Waste Residential Collection Department.

6. 15. **Resolution - Lubbock Fire Rescue:** Consider a resolution authorizing the Mayor to execute Purchase Order 10025760 and related documents, with Eaton Corporation, for Uninterrupted Power Supply (UPS) battery replacement, labor, related equipment, fees, and expenses.

6. 16. **Ordinance 2nd Reading - City Manager:** Consider Ordinance No. 2022-O0143, adding Section 22.01.004 of the Code of Ordinances of the City of Lubbock, related to over or under billing for utility services, other than electric or gas utilities; and adding Section 22.01.005 related to the proration of bills.

6. 17. **Resolution - City Manager:** Consider a resolution authorizing the Mayor to approve the New Hope Cultural Education Facilities Finance Corporation's accepting a tax-exempt loan and execution of a note in evidence thereof, to obtain funds on behalf of the Red Raider Facilities Foundation, to finance Jones Stadium and Related Facilities Improvement and Expansion, and other matters in connection therewith.

6. 18. **Resolution - City Manager:** Consider a resolution authorizing the Mayor to execute a Tri-Party Agreement, Contract 16892 by and between the City of Lubbock, the Lubbock Economic Development Alliance, Inc. (LEDA) and WL Plastics Corporation to cause the relocation of utility easements and associated infrastructure in support of the recently announced expansion of WL Plastics Corporation operations at the Lubbock Rail Port.

6. 19. **Ordinance 2nd Reading - Planning (District 1):** Consider Ordinance No. 2022-O0146, for Zone Case 2072-B, for Joshua and Ni Wang Clark, for a zone change from Family Apartment District (A-1) Specific Use for Apartments with Reduced Parking to Family Apartment District (A-1) at 2123 15th Street, located south of 15th Street and east of Avenue V, Overton Addition, Block 52, Lot 12.

6. 20. **Ordinance 2nd Reading - Planning (District 1):** Consider Ordinance No. 2022-O0144, for Zone Case 809-A, a request of AMD Engineering, LLC for Shanghai Development Company, LLC, for a zone change from Single-Family District (R-1) to General Retail District (C-3) and Reduced Setbacks Single-Family District (R-1A) generally located north of Drake Street and east of University Avenue, on 64.03 acres of unplatted land out of Block A, Section 11.

6. 21. **Ordinance 2nd Reading - Planning (District 1):** Consider Ordinance No. 2022-O0145, for Zone Case 1120-D, a request of AMD Engineering, LLC for 5G Crownpoint, LLC, for a zone change from Family Apartment District (A-1) to High-Density Apartment District (A-2) at 3701 Clovis Road, located south of Clovis Road and west of North Loop 289, on 2.81 acres of proposed Lot 5-A-1, Clovis Road Addition.

6. 22. **Ordinance 2nd Reading - Planning (District 1):** Consider Ordinance No. 2022-O0147, for Zone Case 3470, a request of Rise Broadband for Gerald and Lorraine Schulte, for a Specific Use for Antennas, Towers and Alternative Tower Structures on property zoned Transitional (T) at 5309 East Erskine Street, located north of East Erskine Street and west of North Fiddlewood Ave, on 0.50 acres of unplatted land out of Block A, Section 26.

6. 23. **Ordinance 2nd Reading - Planning (District 3):** Consider Ordinance No. 2022-O0148, for Zone Case 1424-A, a request of Chloe Williams for Brad and Stephen Linneman, for a zone change from Apartment-Medical District (AM) to Commercial District (C-4) at 3804 21st Street, Suite C, located north of 21st Street and east of Miami Avenue, Reeder Addition, Block 2, Lot 5.

6. 24. **Ordinance 2nd Reading - Planning (District 4):** Consider Ordinance No. 2022-O0152, for Zone Case 1131-P, a request of JCW Development, LLC for various applicants, for a Specific Use for Blood Banks & Blood Plasma Centers on property zoned General Retail District (C-3) at 5047 Indiana Avenue, located south of 50th Street and east of Indiana Avenue, Monterey Center Addition, Tract C.

6. 25. **Ordinance 2nd Reading - Planning (District 5):** Consider Ordinance No. 2022-O0149, for Zone Case 3468, a request of Hugo Reed and Associates, Inc. for DWTP, LLC, for a zone change from Transition District (T) to Reduced Setbacks Single-Family District (R-1A), Two-Family District (R-2), High-Density Apartment District (A-2), Local Retail District (C-2) and General Retail District (C-3) generally located south of 114th Street and west of Milwaukee Avenue, on 160.5 acres of uplatted land out of Block AK, Section 19.

6. 26. **Ordinance 2nd Reading - Planning (District 5):** Consider Ordinance No. 2022-O0150, for Zone Case 3469, a request of Hugo Reed and Associates, Inc. for Loop 88, LLC, for a zone change from Transition (T), Industrial Park (IDP) and Local Retail District (C-2) to Reduced Setback Single-Family District (R-1A) generally located south of 114th Street and east of Milwaukee Avenue, on 93.7 acres of unplatted land out of Block AK, Section 20.

6. 27. **Ordinance 2nd Reading - Planning (District 6):** Consider Ordinance No. 2022-O0151, for Zone Case 2538-DD, a request of AMD Engineering, LLC for 806 Land Group, LLC, for a zone change from Single-Family District (R-1) and Two Family District (R-2) to General Retail District (C-3) generally located south of 4th Street and east of Upland Avenue, on 15.65 acres of unplatted land out of Block JS, Section 10.

7. **Regular Agenda**

7. 1. **Board Appointments - City Secretary:** Consider appointments to the Electric Utility Board.

7. 2. **Board Appointments - City Secretary:** Consider appointments to the Airport Board, Central Business District Tax Increment Financing Reinvestment Zone Board of Directors, Health/Educational Facilities Development Corporation, Keep Lubbock Beautiful Advisory Committee, Lake Alan Henry Board of Appeals, Libraries Board, Lubbock Economic Development Alliance Board of Directors, Lubbock Emergency Communication District Board of Managers, Market Lubbock Economic Development Corporation Board of Directors, Model Codes & Construction Advisory Board, Museum & Arts Standing Sub-Committee, Park and Recreation Board and the Planning & Zoning Commission.

AI# 11057
Regular City Council Meeting **1. 3.**
10/11/2022:

Information

Agenda Item

Hold an executive session in accordance with Texas Government Code Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Electric Utility Board, Health/Educational Facilities Development Corporation, Lake Alan Henry Board of Appeals, Lubbock Emergency Communications District Board of Managers, and the Planning and Zoning Commission.

Item Summary

Fiscal Impact

Staff/Board Recommending

Attachments

No file(s) attached.

AI# 11043
Regular City Council Meeting **5. 1.**
10/11/2022:

Information

Agenda Item

August 16, 2022 Special City Council Meeting - Electric Utility Board
September 13, 2022 Regular City Council Meeting

Item Summary

August 16, 2022 Special City Council Meeting - Electric Utility Board
September 13, 2022 Regular City Council Meeting

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

8.16.2022 S EUB
9.13.2022

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
August 16, 2022
11:00 A.M.

The City Council of the City of Lubbock, Texas met in special session on the 16th of August, 2022, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 11:00 a.m.

11:07 A.M. CITY COUNCIL CONVENED
City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas

Present: Mayor Tray Payne; Mayor Pro Tem Shelia Patterson Harris; Council Member Latrelle Joy; Council Member Christy Martinez-Garcia; Council Member Steve Massengale; City Manager W. Jarrett Atkinson; City Secretary Rebecca Garza; First Assistant City Attorney Mitch Satterwhite

Absent: Council Member Mark W. McBrayer; Council Member Dr. Jennifer Wilson

This was a meeting of the Electric Utility Board. A quorum of Council Members attended and participated in discussions during the meeting in which the board considered the following topics as shown below.

Note: The Electric Utility Board addressed agenda items in the following order:
- *Public Comment 1.1; and Executive Session.*
- *No quorum, of City Council, was present for all other items.*

1. PUBLIC COMMENT

1. 1. This period, of up to thirty minutes, is dedicated to public comment. Each member of the public will have three minutes to speak. Any member of the public that requires the assistance of a translator will have six minutes to speak. Comments must be limited to only those items posted on the Electric Utility Board agenda. Any member of the public wishing to speak shall sign up on the public comment sheet on the day of the Electric Utility Board Meeting. The Electric Utility Board shall follow the order of persons wishing to speak as listed on the sign-up sheet. If everyone who signed up to speak has been given an opportunity to speak and the thirty minutes designated for public comment has not been exhausted, the Electric Utility Board may, at its discretion, open the floor to anyone else wishing to address the Electric Utility Board, subject to all the same procedures and guidelines.

No one appeared to speak.

2. EXECUTIVE SESSION

This meeting was called into a closed session at 11:08 a.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 12:59 p.m. and adjourned.

2. 1. Hold an executive session in accordance with V.T.C.A. Government Code § 551.086, to discuss and deliberate, on the following competitive matters of Lubbock Power & Light, reasonably related to the following categories:

2. 1. 1. Generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling.

2. 1. 1. 1. Discuss and deliberate generation matters.

2. 1. 2. Bidding and pricing information for purchased power, generation and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies.

2. 1. 2. 1. Discuss and deliberate issues regarding bidding and pricing for purchased power, generation, and fuel, and Electric Reliability Council of Texas prices and related services and strategies.

2. 1. 3. Effective fuel and purchased power agreements and fuel transportation arrangements and contracts.

2. 1. 3. 1. Discuss and deliberate purchased power agreements and fuel matters.

2. 1. 4. Risk management information, contracts, and strategies, including fuel hedging and storage.

2. 1. 4. 1. Discuss and deliberate risk management strategies.

2. 1. 5. Plans, studies, proposals, and analyses for system improvements, additions, or sales (other than transmission and distribution system improvements inside the service area for which the public power utility is the sole certificated retail provider).

2. 1. 6. Customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies.

2. 2. Hold an executive session in accordance with V.T.C.A. Government Code § 551.071, seeking the advice of its legal counsel about pending or contemplated litigation or settlement offers and hold a consultation with the attorney on matters in which the duty of the attorney to the City Council and the Electric Utility Board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code:

2. 2. 1. Legal issues regarding contract(s), including Purchase Orders, herein listed on the agenda.

2. 2. 2. Legal advice and counsel regarding matters identified in Section 2.1-2.1.6 of this agenda.

2. 2. 3. Legal advice and counsel regarding purchased power agreements.

2. 2. 4. Legal advice and counsel regarding pole attachment matters.

2. 2. 5. Legal advice and counsel regarding claim of property damage occurring on or about October 19, 2021.

2. 2. 6. Joint application of Oncor Electric Delivery Company LLC and the City of Lubbock, acting by and through Lubbock Power & Light, to transfer certificate of convenience and necessity rights under PURA § 37.154, PUC Docket No. 52726, proceeding before the Public Utility Commission of Texas.

2. 2. 7. Application of the City of Lubbock, acting by and through Lubbock Power & Light, for authority to connect remaining portion of its load with Electric Reliability Council of Texas and for approval of settlement agreement, PUC Docket No. 53529, proceeding before the Public Utility Commission of Texas.

2. 3. Hold an executive session in accordance with V.T.C.A. Government Code § 551.074 to deliberate the appointment of a public officer or employee (Electric Utility Board).

2. 4. Hold an executive session in accordance with V.T.C.A. Government Code § 551.074 to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee (Director of Electric Utilities and General Counsel).

11:30 a.m. – Approximately *- Following completion of the Executive Session, the Electric Utility Board will reconvene in open session to discuss the items listed below. It is anticipated that the open session will begin at* ***11:30 a.m.*** *However, this is an approximation and the Board may begin the open session earlier or later depending on when the Executive Session is complete.*

3. REGULAR SESSION

3. 1. The Board will approve the minutes from the Regular Electric Utility Board Meeting of July 19, 2022; the Special Electric Utility Board Meeting of July 25, 2022; and the Special Electric Utility Board Meeting of August 9, 2022.

***This item was deleted.**

3. 2. Presentation and discussion of the update/report by the Director of Electric Utilities, or his designee, regarding strategic planning, customer service, business center practices, procedures and policies, customer concerns and complaints, billing system, forms, and procedures, status of transmission and distribution projects, generation, mutual aid, weather events, outage and restoration efforts, grid matters, Electric Reliability Council of Texas ("ERCOT") matters, staffing levels, personnel, regulatory matters, training, cybersecurity, and operational performance metrics.

***This item was deleted.**

3. 3. Presentation and discussion by the Director of Electric Utilities, or his designee, regarding strategic planning for Lubbock Power & Light during and after its transition to competitive retail choice, including but not limited to, organizational and resource needs and changes, rate structure modifications, strategic goals for transmission and distribution service in the competitive market, occupational, performance, and safety metric goals, and other needs and changes of the electric utility as it transitions to and operates in the competitive retail market.

***This item was deleted.**

3. 4. Presentation and discussion of financial and capital statements, financing options, audits, and financial policies of Lubbock Power & Light relating to debt issuance issues and debt history, reserve account funding, cost allocation, revenue and expense projections, power cost recovery factor, customer metering, tariff and billing, service and administrative issues.

***This item was deleted.**

4. CONSENT AGENDA

4. 1. The Board will consider a resolution approving the Easement Agreement from the Board of Regents of the Texas A&M University System, located in Section 36, Block A, Lubbock County, Texas, with a street address of 1102 East F.M.1294 for Texas A&M University's Agricultural Research and Extension Center, and as more fully described in Exhibit A attached to the Easement Agreement, authorizing the Chairman of the Electric Utility Board to execute same, and recommending approval of such Easement Agreement to the City Council of the City of Lubbock.

***This item was deleted.**

4. 2. The Board will consider a resolution authorizing the Director of Electric Utilities, or his designee, to execute a Contract, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Power Standard, LLC, RFP# 7136-22-ELD, for LP&L Emergency Maintenance for Transmission Lines - Annual Pricing for an annual retainer fee of $150,000. Contractor will provide crews and equipment with a 4 hour response time for emergency restoration and rehabilitation work on LP&L's transmission lines.

***This item was deleted.**

4. 3. The Board will consider a resolution authorizing the Purchasing Manager, or his designee, to execute Purchase Order, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Stuart C. Irby, RFP# 7170-22-ELD, for LP&L McDonald Equipment. This proposal, in the amount of $148,372 and the following equipment for McDonald substation is necessary for the new distribution bus and feeders and includes: Isolation switches, potential transformer (PTs) for voltage metering, fuses and fuse cutouts for distribution risers, surge arresters, aluminum conductor wire, various hardware for bus construction such as bus support post insulators, 4in & 2in aluminum bus tube structure and associated mounting hardware, elbows, couplers, and connectors to help accommodate shifting the remaining SPP load to the ERCOT grid.

***This item was deleted.**

4. 4. The Board will consider a resolution authorizing the Director of Electric Utilities, or his designee, to execute a Contract, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Asplundh Tree Expert, LLC, RFP# 7174-22-ELD, for LP&L Tree Trimming Services - Annual Pricing for an estimated annual cost of $1,200,000. Contractor will provide crews and equipment for tree trimming to clear LP&L's power lines, improve reliability and protect the safety and welfare of customers.

***This item was deleted.**

4. 5. The Board will consider a resolution rejecting proposal RFP# 7175-22-ELD, for East Broadway Streetlight Conversion Construction Services. Proposal received exceeded engineer's estimated cost/budget and staff will re-evaluate the project.

***This item was deleted.**

4. 6. The Board will consider a resolution authorizing the Purchasing Manager, or his designee, to execute Purchase Order, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Sinisi Solutions LLC, RFP# 7176-22-ELD, for LP&L Substation Firewall. This proposal, in the amount of $102,500 is necessary for the installation of Vicksburg's two new distribution transformers to help accommodate shifting the remaining SPP load to the ERCOT grid. These firewalls will limit the damage and spread of fire from a transformer failure by shielding all adjacent structures.

***This item was deleted.**

4. 7. The Board will consider a resolution authorizing the Director of Electric Utilities, or his designee, to execute a Public Works Contract, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Conductor Power, LLC, RFP# 7177-22-ELD, for Vicksburg Substation Construction and Site Work Services for $3,072,237. Contractor will develop the site and install the following equipment: 115/22.86x12.47kV 30/40/50 MVA Transformer, 115/22.86kV 30/40/50 MVA Transformer, 115kV 3000A Breaker, 115kV 3000A Horizontally mounted switches (Breaker Disconnects), 115kV 3000A Vertically mounted switches (Line Disconnect), 115kV 2000A Horizontally mounted switches (Transformer High Side), 115kV PT's, 27kV 2000A Main Breaker, 15kV 3000A Main Breaker, 27kV 2000A Feeder Breakers, 27kV 2000A Bus Tie Breaker, 23kV 1200A Vertically mounted hookstick switches (Feeder Breaker Disconnects), 23kV 1200A Vertically mounted tandem hookstick switches (Bypass), 23kV 2000A Vertically mounted tandem hookstick switches (Tie Breaker Disconnects), 38kV 900A Vertically mounted tandem hookstick switches (Distribution Cable Riser), 23kV 3000A Disconnect switches, 23kV 2000A Disconnect switches, 115kV H-Frames, etc.

***This item was deleted.**

4. 8. The Board will consider a resolution authorizing the Director of Electric Utilities, or his designee, to execute that certain Professional Services Agreement, by and between the City of Lubbock, acting by and through, Lubbock Power and Light, and TexHahn Media, Inc., d/b/a Hahn regarding professional communications and consulting services for an initial term of twenty-four months and a not to exceed amount of $500,000.

***This item was deleted.**

12:30 p.m. – Approximately *- Following completion of the regular and consent agendas, the Electric Utility Board will recess and depart City Council Chambers for City of Lubbock Utilities Customer Service Center, located at 1401 Avenue K, Lubbock, Texas 79401. It is anticipated that the tour of the City of Lubbock Utilities Customer Service Center will occur at* ***12:30 p.m.****, however, this is an approximation and the Board may begin the tour later depending on when the regular agenda has been completed.*

5. CITY OF LUBBOCK UTILITIES CUSTOMER SERVICE CENTER TOUR

5. 1. Convene at U-101B Training Room in the City of Lubbock Utilities Customer Service Center, 1401 Avenue K, Lubbock, Texas 79401. Meet and greet with staff of City of Lubbock Utilities Customer Service, Collections/Dispatch and Field Services to hear presentations and discussions related to practices, procedures, experiences, personnel, and other matters related to the functions of the LP&L Business Office.

***This item was deleted.**

12:59 P.M. CITY COUNCIL ADJOURNED

There being no further business to come before Council, the meeting was adjourned.

The August 16, 2022 Special City Council Meeting minutes were approved by the City Council on the 11th day of October, 2022.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

***This item was discussed, by the Board, without a quorum of Council Members present.**

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
September 13, 2022
12:30 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 13th of September, 2022, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 12:30 p.m.

12:30 P.M. CITY COUNCIL CONVENED
City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas

Present: Mayor Tray Payne; Mayor Pro Tem Shelia Patterson Harris; Council Member Latrelle Joy; Council Member Christy Martinez-Garcia; Council Member Steve Massengale; Council Member Mark W. McBrayer; Council Member Dr. Jennifer Wilson; City Manager W. Jarrett Atkinson; City Secretary Rebecca Garza; City Attorney Chad Weaver

Note: City Council addressed agenda items in the following order:
- *Executive Session; 2.1-2.2; Citizen Comments 3; 4.1; 5.1-5.34; and 6.1-6.8.*
- *Item No. 6.4 was amended.*

1. Executive Session

The meeting recessed at 12:31 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 2:42 p.m., and the meeting was called to order at 2:46 p.m.

1. 1. Hold an executive session in accordance with Texas Government Code, Section 551.071, with legal counsel for advice about pending or contemplated litigation or settlement agreement and on matters in which the duty of the attorney under the Texas Disciplinary Rules of Professional Conduct conflicts with Chapter 551.

1. 1. 1. Chapter 43 of the Texas Government Code

1. 1. 2. Chapter 22 of the Lubbock City Code and Chapter 13 of the Texas Water Code

1. 2. Hold an executive session in accordance with the Texas Government Code, Section 551.072, to deliberate the purchase, exchange, lease, or value of real property.

1. 2. 1. Blk. B, Sec 2, AB 659 RRC

1. 3. Hold an executive session in accordance with the Texas Government Code, Section 551.074, to discuss personnel matters, the appointment, employment, evaluation or reassignment of the following:

1. 3. 1. City Attorney

1. 3. 2. City Manager

1. 3. 3. City Secretary

1. 4. Hold an executive session in accordance with Texas Government Code Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Electric Utility Board, Health/Educational Facilities Development Corporation, Lake Alan Henry Board of Appeals, LECD Board of Managers, and the Planning and Zoning Commission.

2:00 p.m. - City Council reconvenes in Open Session in City Council Chambers.

City Council reconvened at 2:42 p.m.

2. Ceremonial Items

2. 1. Invocation

Executive Pastor Jeff Oldham, Melonie Park Church, led the invocation.

2. 2. Pledges of Allegiance

Pledges of Allegiance, to the United States and Texas Flags, were led by Mayor Pro Tem Shelia Patterson Harris.

Call to Order

The meeting was called to order at 2:46 p.m.

3. Citizen Comments - Any citizen wishing to appear in person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 2:00 p.m. on September 13, 2022. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items. Any comment received that is in the nature of asking a question will be referred to an appropriate member of the City staff for a response.

Sign ups:

- Bishop Field Bennings appeared before City Council to speak in favor of item 5.26 (an ordinance amending Chapter 37, Infrastructure Construction, Article 37.01 Permitted Construction in the Right-of-Way).
- Adam Hernandez appeared before City Council to speak in opposition of items 6.4

(Ordinance No. 2022-O0136 approving and adopting a budget for fiscal year 2022-23), 6.5 (a resoluton ratifying the adoiption of the FY 2022-23 Budget), and 6.6 (Ordinance No. 2022-O0137 setting the tax rate and levying a tax upon all property subject to taxation).

- Gayle Madrell appeared before City Council to speak in opposition of item 6.4 (Ordinance No. 2022-O0136 approving and adopting a budget for fiscal year 2022-23)
- Kirk Richardson appeared before City Council to speak in favor of item 6.3 (Zone Case 3467).

4. Minutes

4. 1. August 9, 2022 Regular City Council Meeting
August 9, 2022 Special City Council Meeting - Citizens Advisory Committee Recommendations Work Session
August 16, 2022 Special City Council Meeting - November 2022 Bond Election
August 17, 2022 Special City Council Meeting - November 2022 Bond Election

Motion by Council Member Latrelle Joy, seconded by Council Member Christy Martinez-Garcia, to approve the August 9, 2022 Regular City Council Meeting minutes; the August 9, 2022 Special City Council Meeting - Citizens Advisory Committee Recommendations Work Session minutes; the August 16, 2022 Special City Council Meeting - November 2022 Bond Election minutes; and the August 17, 2022 Special City Council Meeting - November 2022 Bond Election minutes.

Vote: 7 - 0 Motion carried

5. Consent Agenda - Items considered to be routine are enacted by one motion without separate discussion. If the City Council desires to discuss an item, the item is removed from the Consent Agenda and considered separately.

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member Latrelle Joy, to approve items 5.1-5.34.

Vote: 7 - 0 Motion carried

5. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2022-O0126, Amendment 36, amending the FY 2021-22 Budget for municipal purposes respecting Civil Service positions; providing for filing; and providing for a savings clause.

5. 2. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2022-O0127, Amendment 37, amending the FY 2021-22 Budget for municipal purposes respecting the Information Technology Fund and the Public Safety Capital Project Fund; providing for filing; and providing for a savings clause.

5. 3. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2022-O0128, Amendment 38, amending the FY 2021-22 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of Transportation, the Federal Transit Authority, and the Federal American Rescue Plan Act; providing for filing; and providing for a savings clause.

5. 3. 1. **Resolution - Public Transit Services:** Resolution No. 2022-R0372 authorizing the Mayor to execute a FY 2023 Section 5304 Planning Grant, TxDOT PLN 2303 (05) 040_22, Project ID 51008030523, with the Texas Department of Transportation, for preliminary engineering, initial design, and environmental work.

5. 4. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2022-O0138, Amendment 39, amending the FY 2021-22 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Centers for Disease Control and Prevention and the Federal Communications Commission; providing for filing; and providing for a savings clause.

5. 5. **Ordinance 2nd Reading - Finance:** Ordinance No. 2022-O0129, a Supplemental Ordinance updating the Vintage Township Service and Assessment Plan and Assessment Roll.

5. 6. **Ordinance 2nd Reading - Finance:** Ordinance No. 2022-O0135, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Upland Crossing PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2022 assessments for the cost of certain services and improvements to be provided in the district during FY 2022-23; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

5. 7. **Ordinance 2nd Reading - Finance:** Ordinance No. 2022-O0130, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Overton PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2022 assessments for the cost of certain services and improvements to be provided in the district during FY 2022-23; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

5. 8. **Ordinance 2nd Reading - Finance:** Ordinance No. 2022-O0131, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Point PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2022 assessments for the cost of certain services and improvements to be provided in the district during FY 2022-23; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

5. 9. **Ordinance 2nd Reading - Finance:** Ordinance No. 2022-O0132, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Quincy Park PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2022 assessments for the cost of certain services and improvements to be provided in the district during FY 2022-23; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

5. 10. **Ordinance 2nd Reading - Finance:** Ordinance No. 2022-O0133, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Valencia PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2022 assessments for the cost of certain services and improvements to be provided in the district during FY 2022-23; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

5. 11. **Ordinance 2nd Reading - Finance:** Ordinance No. 2022-O0134, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Bell Farms PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2022 assessments for the cost of certain services and improvements to be provided in the district during FY 2022-23; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

5. 12. **Resolution - Finance:** Resolution No. 2022-R0373 authorizing the approval of the Lubbock Emergency Communication District Budget for Fiscal Year 2022-23.

5. 13. **Resolution - Business Development:** Resolution No. 2022-R0374 authorizing a program or expenditure of the Lubbock Economic Development Alliance, to be provided to W.L. Plastics Corporation, pursuant to Section 501.073 of the Texas Local Government Code.

Jarrett Atkinson, city manager, gave comments and answered questions from City Council.

5. 14. **Resolution - Business Development:** Resolution No. 2022-R0375 authorizing a program or expenditure of the Lubbock Economic Development Alliance, to be provided to True North Steel, pursuant to Section 501.073 of the Texas Local Government Code.

Jarrett Atkinson, city manager, gave comments and answered questions from City Council.

5. 15. **Resolution - Public Health Services:** Resolution No. 2022-R0376 authorizing the Mayor to execute a StarCare Specialty Health System Memorandum of Understanding, Medication-Assisted Treatment, and all related documents, by and between the City of Lubbock Health Department and StarCare Specialty Health System, to participate in an interagency collaborative effort to meet the specific needs of the priority population, including serving as an essential link for medication-assisted treatment services within the community.

5. 16. **Resolution - Public Health Services:** Resolution No. 2022-R0377 authorizing the Mayor to execute a StarCare Specialty Health System Memorandum of Understanding, Parenting Awareness & Drug Risk Education Program (PADRE), and all related documents, by and between the City of Lubbock Health Department, and StarCare Specialty Health System, to participate in an interagency collaborative effort to provide community based, intervention services to parents and expectant parents with substance use disorders, or who are at risk of developing substance use disorders.

5. 17. **Resolution - Public Health Services:** Resolution No. 2022-R0378 authorizing the Mayor to execute a StarCare Specialty Health System Memorandum of Understanding, Outreach, Screening, Assessment and Referral, and all related documents, by and between the City of Lubbock Health Department, and StarCare Specialty Health System, to participate in an interagency collaborative effort to meet the specific needs of the priority population, including serving as an essential link between prevention, intervention, and treatment services within the community.

5. 18. **Resolution - Public Health Services:** Resolution No. 2022-R0379 ratifying the acts of the Mayor in executing Contract HHS001081400001 and all related documents, under the Substance Use Disorder Prevention Grant Program, by and between the City of Lubbock and the State of Texas, acting by and through the Texas Health and Human Services Commission.

5. 19. **Resolution - Community Development:** Resolution No. 2022-R0380 authorizing the Mayor to execute HOME Investment Partnership Program Funding Agreement 16771 and all related documents, between the City of Lubbock and the City of Lubbock Housing Initiative.

5. 20. **Resolution - Aviation:** Resolution No. 2022-R0381 authorizing the Mayor to execute Contract 16680, with Tommy Klein Construction, Inc., for the Roadway Sign Replacement at the Lubbock Preston Smith International Airport.

5. 21. **Resolution - Aviation:** Resolution No. 2022-R0382 authorizing the Mayor to execute Contract 16678, with Lydick-Hooks Roofing Company, for Hangar Roof Maintenance at Lubbock Preston Smith International Airport.

5. 22. **Resolutions - Public Transit Services:** Resolution No.'s 2022-R0383 & 2022-R0384 authorizing the Mayor to execute Contract 16534 with Precision Body Works and Contract 16720 with Bruckner Truck & Equipment, for body work and accident damage repair on Citibus vehicles.

5. 23. **Resolution - Public Transit Services:** Resolution No. 2022-R0385 authorizing the Mayor to execute a Consultant Contract between the Lubbock Metropolitan Planning Organization (LMPO) and the City of Lubbock, for transit services to the LMPO's Unified Planning Work Program.

5. 24. **Resolution - Libraries:** Resolution No. 2022-R0386 authorizing the Mayor to execute an Interlocal Agreement between the City of Lubbock and Lubbock County, for county-wide library services.

5. 25. **Resolution - GIS and Data Services:** Resolution No. 2022-R0387 authorizing the Mayor to execute a Consultant Contract between the City of Lubbock and the Lubbock Metropolitan Planning Organization (LMPO), to provide Geographic Information System services to LMPO, for FY 2022-23 and FY 2023-24.

5. 26. **Ordinance 1st Reading - Engineering:** Ordinance No. 2022-O0139, amending Chapter 37, Infrastructure Construction, Article 37.01 Permitted Construction in Right-of-Way; providing a penalty; providing a savings clause; and providing for publication.

Shaun Fogerson, fire chief, gave a presentation and answered questions from City Council. Jarrett Atkinson, city manager; and Josh Flud, construction inspection supervisor, gave comments and answered questions from City Council.

5. 27. **Resolution - Storm Water:** Resolution No. 2022-R0388 authorizing the Mayor to execute Contract 16659, with Raider Power Lawn Care, LLC, for mowing and litter control at the detention basin of Playa Lake 44, located at 19th Street and Quaker Avenue, Lubbock, Texas.

5. 28. **Resolution - Facilities Management:** Resolution No. 2022-R0389 authorizing the Mayor to execute Amendment No. 2 to Construction Manager at Risk Contract 15202, with Lee Lewis Construction, Inc., for services related to the construction and renovation of an existing 14,250 square-foot space into the Municipal Court Facility.

5. 29. **Resolution - City Manager:** Resolution No. 2022-R0390 to suspend for forty-five (45) days, the effective date proposed by West Texas Gas Utility, LLC, to increase rates under the Gas Reliability Infrastructure Program (GRIP).

Jarrett Atkinson, city manager, gave comments and answered questions from City Council.

5. 30. **Resolution - City Manager:** Resolution No. 2022-R0391 authorizing the Mayor to deny Southwestern Public Service Company's proposed increase in rates; authorizing the City of Lubbock's continued participation with other cities in the Alliance of Xcel Municipalities, to direct the activities of lawyers and consultants; authorizing the hiring of attorneys and consultants; authorizing the intervention and participation in related rate proceedings; and requiring reimbursement of reasonable legal and consultant expenses.

Jarrett Atkinson, city manager, gave comments and answered questions from City Council.

5. 31. **Ordinance 2nd Reading - Planning (District 1):** Ordinance No. 2022-O0122, for Zone Case 0062-F, a request of S&R Auto Group, LLC for Maria Infante, for a zone change from Local Retail District (C-2) and General Retail District (C-3) to Commercial District (C-4), at 2015 and 2017 Clovis Road, located south of Clovis Road and west of Temple Avenue, Looney Addition, Block 55, the west part of Lots 6-9.

5. 32. **Ordinance 2nd Reading - Planning (District 4):** Ordinance No. 2022-O0123, for Zone Case 1223-C, a request of Boulder Venture, LLC for South Loop S6, LLC, for a zone change from General Retail District (C-3) to High-Density Apartment District (A-2) at 2551 South Loop 289, located south of South Loop 289 and west of University Avenue, Times Square Addition, Lot 1-B-1.

5. 33. **Ordinance 2nd Reading - Planning (District 6):** Ordinance No. 2022-O0124, for Zone Case 3181-B, a request of Abacus Engineering Surveying for Ashok Mittal, for a zone change from Garden Office District (GO) to Local Retail District (C-2), at 1301 North Frankford Avenue, located west of Frankford Avenue and north of Kemper Street, on 3.192 acres of unplatted land out of Block JS, Section 7.

5. 34. **Resolution - Planning:** Resolution No. 2022-R0392 authorizing the Mayor to execute Professional Services Contract 16614, with RAYO Planning, for the development of neighborhood plans for the Jackson-Mahon (District 1) and Dunbar-Manhattan Heights (District 2) neighborhoods.

6. Regular Agenda

6. 1. **Public Hearing - Police Department:** Conduct the first of two public hearings to receive comments on the Juvenile Curfew Ordinance, which was recodified in 2012.

Public Hearing only.

Mayor Tray Payne, read into the record, the following statement: "The Texas Local Government Code requires public hearings to be conducted by City Council in regard to the juvenile curfew ordinance and its effects on the community."

Floyd Mitchell, chief of police, gave a presentation and answered questions from City Council. Nathan White, assistant chief of police; and Judge Jorge E. Hernandez, municipal court judge, gave comments and answered questions from City Council.

Mayor Payne opened the public hearing at 3:47 p.m.

No one appeared to speak in favor or opposition.

Mayor Payne closed the public hearing at 3:48 p.m.

6. 2. **Public Hearing - Planning (District 2):** Ordinance No. 2022-O0140, for a request for annexation, from Lone Oak Homes, LC, a Texas Limited Company, to annex an area of approximately 144 acres, adjacent to the eastern city limits of the City of Lubbock, south of East 82nd Street and west of Martin Luther King Jr. Boulevard.

Kristen Sager, director of planning, gave a presentation and answered questions from City Council.

Mayor Tray Payne, read into the record, the following statement: "The Texas Local Government Code requires a public hearing for the City Council to consider the annexation of property. At this time, I will open the public hearing in regard to the annexation of an area of approximately 144 acres, adjacent to the eastern city limits of the City of Lubbock, south of East 82nd Street and west of Martin Luther King Jr. Boulevard."

Mayor Payne opened the public hearing at 3:49 p.m.

No one appeared to speak in favor or opposition.

Mayor Payne closed the public hearing at 3:49 p.m.

Motion by Mayor Pro Tem Shelia Patterson Harris, seconded by Council Member Steve Massengale, to approve Ordinance No. 2022-O0140.

Vote: 7 - 0 Motion carried

6. 3. **Ordinance 2nd Reading - Planning (District 5):** Ordinance No. 2022-O0125, for Zone Case 3467, a request of Delta Land Surveying for BTHSS LLC dba Beat the Heat Shading Systems, for a zone change from Transition District (T) to Light Manufacturing District (M-1), at 13413 Frankford Avenue, located east of Frankford Avenue and south of 134th Street, on 1.83 acres out of Frankford Farms South Addition, Tract 1.

Kristen Sager, director of planning, gave a presentation and answered questions from City Council. Jarrett Atkinson, city manager; and Kirk Richardson, the proponent, gave comments and answered questions from City Council.

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member Christy Martinez-Garcia, to approve Ordinance No. 2022-O0125.

Vote: 7 - 0 Motion carried

6. 4. **Ordinance 2nd Reading - Finance:** Ordinance No. 2022-O0136 approving and adopting a budget for Fiscal Year 2022-23; approving summary of estimated and forecasted revenues, appropriations, and use of excess reserves for all funds of the city; providing for necessary transfers of funds between accounts and departments, if required; authorizing reduction of spending by City Manager if necessary; re-appropriation of balances which support authorized obligations or encumbered; providing for filing of Adopted Budget; establishing civil service classifications and positions; appropriating funds for the Fiscal Year 2022-23 Operating Budget and Capital Program of the City of Lubbock; approving all permit, license, fees, and charges for service recommended to be adjusted; approving the pay plan and positions; approving personnel; amending section 22.04.133 of the Code of Ordinances of the City of Lubbock by revising the significant industrial user permit fee as contained therein; amending section 22.04.174 of the Code of Ordinances of the City of Lubbock by revising the septic tank load and disposal permit fees as contained therein; amending section 22.06.051 of the Code of Ordinances of the City of Lubbock by revising the solid waste landfill service fees as contained therein; amending section 22.06.185(a) of the Code of Ordinances of the City of Lubbock by revising the solid waste collections service fees as contained therein; providing for the reconciliation of the transfer of funds from the General Fund to Enterprise Funds; accepting the budgets for Lubbock Economic Development Alliance, Market Lubbock, Inc., Civic Lubbock, Inc., and Vintage Township Public Facilities Corporation; finding that proper notice of meeting provided by law and ratifying such; providing for publication; and providing for a savings clause.

This item was amended.

Jarrett Atkinson, city manager, gave comments and answered questions from City Council.

Main Motion by Council Member Mark W. McBrayer, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2022-O0136 as presented at the dais.

Motion to Amend the Main Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Steve Massengale, to amend the main motion as follows:

- On Exhibit G, under General Fund, insert one deputy registrar position in Vital Statistics, increase compensation in Vital Statistics by $32,270, and increase benefits in Vital Statistics by $22,704.
- On Exhibit G, under changes due to no new revenue property tax rate, General Fund, increase sales tax revenue by $54,974 to a total of $571,055, and direct that increase in funds to be appropriated to fund the added deputy registrar position.
- That all conforming changes be made to the Ordinance and Exhibits that are necessitated by the amendment.

Vote on Motion to Amend the Main Motion: 4-3 Motion carried

NAY: Mayor Pro Tem Shelia Patterson Harris
Council Member Latrelle Joy
Council Member Steve Massengale

Vote on Main Motion to approve Ordinance No. 2022-O0136, as amended:
4-3 Motion carried

NAY: Mayor Pro Tem Shelia Patterson Harris
Council Member Latrelle Joy
Council Member Steve Massengale

6. 5. **Resolution - Finance:** Resolution No. 2022-R0393 ratifying the adoption of the FY 2022-23 Budget that raises more tax revenue than was generated in the previous year.

Jarrett Atkinson, city manager, gave comments and answered questions from City Council.

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member Mark W. McBrayer, to approve Resolution No. 2022-R0393.

Vote: 4 - 3 Motion carried

NAY: Mayor Pro Tem Shelia Patterson Harris
Council Member Latrelle Joy
Council Member Steve Massengale

6. 6. **Ordinance 2nd Reading - Finance:** Ordinance No. 2022-O0137 setting the tax rate and levying a tax upon all property subject to taxation with the City of Lubbock for 2022; apportioning said levy among the various funds and items for which revenue must be raised; fixing the times in which said taxes shall be paid and assessing penalty and interest for nonpayment of such taxes within the time provided.

Motion by Council Member Mark W. McBrayer, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2022-O0137, adopting a property tax rate that is the no new revenue rate of .476762.

Vote: 4 - 3 Motion carried

NAY: Mayor Pro Tem Shelia Patterson Harris
Council Member Latrelle Joy
Council Member Steve Massengale

6. 7. **Resolution - Finance:** Resolution No. 2022-R0394 amending the allocation of the Hotel Occupancy Tax Revenues for FY 2022-23 and distributing receipts, net of collection of expenses, as authorized in Subsection 18.03.001(b)(2) of the Code of Ordinances of the City of Lubbock.

Jarrett Atkinson, city manager, gave comments and answered questions from City Council.

Motion by Council Member Steve Massengale, seconded by Council Member Dr. Jennifer Wilson, to approve Resolution No. 2022-R0394.

Vote: 7 - 0 Motion carried

6. 8. **Resolution - Lubbock Power & Light:** Resolution No. 2022-R0395 adopting the Electric Rate/Tariff Schedule of Lubbock Power & Light, the City of Lubbock's municipally owned electric utility, applicable to all rate classes, effective October 1, 2022.

Jarrett Atkinson, city manager; and Joe Jimenez, financial planning & analysis manager for LP&L, gave comments and answered questions from City Council.

Motion by Council Member Latrelle Joy, seconded by Council Member Steve Massengale, to approve Resolution No. 2022-R0395.

Vote: 7 - 0 Motion carried

4:23 P.M. CITY COUNCIL ADJOURNED

There being no further business to come before Council, Mayor Payne adjourned the meeting.

The September 13, 2022 Regular City Council Meeting minutes were approved by the City Council on the 11th day of October, 2022.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

AI# 11045
Regular City Council Meeting 6. 1.
10/11/2022:

Information

Agenda Item

Resolution - Finance: Consider a resolution expressing intent to finance expenditures to be incurred for various capital projects and equipment approved by the City Council in the FY 2022-23 Budget and Capital Program, and to reimburse the City from the proceeds of obligations that will be issued after the expenditure of funds to pay costs of such projects and equipment.

Item Summary

The City will issue bonds during FY 2022-23, to fund projects that the City Council approved in the FY 2022-23 Capital Program. To allow capital projects to be completed within prescribed time frames, design, engineering, and construction costs may be incurred prior to delivery of the bond proceeds. For the costs to be eligible for reimbursement with bond proceeds, the City must declare its intent to reimburse bond-funded costs that are incurred prior to the bond issuance.

Total cost of $37,700,098 is divided into 3 categories:

- General Fund is $17,050,014.
- Internal Service Fund is $4,775,084.
- Water/Wastewater Fund is $15,875,000.

The annual debt service is budgeted through the annual operating budget process and is included in long term financial planning and rate models. The annual payments are made from the annual revenues of the respective Enterprise and Governmental Funds where the projects are incurred.

Fiscal Impact

The total cost of projects funded is $37,700,098, and the maximum principal amount of obligations to be issued will not exceed $42,000,000.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Resolution

RESOLUTION EXPRESSING INTENT TO
FINANCE EXPENDITURES TO BE INCURRED

WHEREAS, the City of Lubbock, Texas (the "Issuer") is a political subdivision of the State of Texas authorized to finance its activities by issuing debt obligations, including obligations the interest on which is excludable from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (collectively, the "Obligations");

WHEREAS, the Issuer will make or has made, not more than 60 days prior to the date hereof, payments for capital expenditures with respect to the acquisition, construction, renovation, improvement and equipment of the projects listed on Exhibit A attached hereto;

WHEREAS, the Issuer has concluded that it does not currently desire to issue Obligations to finance costs associated with the projects listed on Exhibit A attached hereto;

WHEREAS, the Issuer desires to reimburse itself for capital expenditures associated with the projects listed on Exhibit A attached hereto from the proceeds of Obligations to be issued subsequent to the date hereof; and

WHEREAS, the Issuer reasonably expects to issue Obligations to reimburse itself for the costs associated with the projects listed on Exhibit A attached hereto.

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

Section 1. The Issuer reasonably expects to reimburse itself for capital expenditures that have been or will be paid subsequent to the date that is 60 days prior to the date hereof and that are to be paid in connection with the acquisition, construction, renovation, improvement and equipment of the projects listed on Exhibit A attached hereto from the proceeds of Obligations to be issued subsequent to the date hereof.

Section 2. The Issuer reasonably expects that the maximum principal amount of Obligations issued to reimburse the Issuer for the costs associated with the projects listed on Exhibit A attached hereto will not exceed $42,000,000.

[Signature page follows]

ADOPTED THIS 11th day of October, 2022 by the City Council of the City of Lubbock, Texas.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

_____
D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:

_____
Jerry V. Kyle, Jr.
Bond Counsel

EXHIBIT A

	Cost Estimate	Totals
General Fund		
Transfer Station	17,050,014	$ 17,050,014
Internal Service		
General Fund Vehicle Replacement FY 22-23 Tax Notes	4,775,084	$ 4,775,084
Water/Wastewater		
North Terminal Storage Reservoir Improvements	6,000,000	
Southeast Lubbock Water System Expansion	1,500,000	
West Lubbock Water System Expansion	1,875,000	
Downtown Sewer Line Replacement	6,500,000	$ 15,875,000
Total		**$ 37,700,098**

AI# 11032
Regular City Council Meeting
10/11/2022:

6. 2.

Information

Agenda Item

Ordinance 2nd Reading - Right-of-Way: Consider Ordinance No. 2022-O0141, abandoning and closing a portion of an underground utility easement, located within Lot 12, Westac Addition, Lubbock County, Texas.

Item Summary

On September 27, 2022, the City Council approved the first reading of the ordinance.

The City of Lubbock is in receipt of a request to abandon and close a portion of an underground utility easement, located within Lot 12, Westac Addition, Lubbock County, Texas. The total area of the easement being closed is 2,560 square feet. The easement is to be relocated to accommodate building expansion for Lowe's Home Centers, LLC located at 5022 W. Loop 289.

All City departments and franchise utility companies are in agreement with the closure. The utilities within the easement will be relocated by Lowe's during their construction, and a new easement will be dedicated.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Michael G. Keenum, P.E., Division Director of Engineering/City Engineer

Attachments

Ordinance - Closure of Portion of UUE
Exhibit A - Closure of Portion of UUE
Map - Lot 12, Westac Addition

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A PORTION OF AN UNDERGROUND UTILITY EASEMENT, LOCATED WITHIN LOT 12, WESTAC ADDITION, LUBBOCK COUNTY, TEXAS WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council finds that the easement hereinafter described in the body of this Ordinance is no longer needed for easement purposes and for public use; and it would be in the public interest to close, vacate and abandon the same for easement purposes and for public use; NOW THEREFORE:

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

SECTION 1. THAT the easement as hereinafter described shall BE and the same is hereby closed, vacated and abandoned for easement purposes and for public use, such easement being more particularly described in the attached Exhibit "A".

SECTION 2. THAT the City Engineer is hereby authorized and directed to mark the official maps of the City of Lubbock to reflect said abandonment and closing, showing the number of this Ordinance and the date of its final passage.

SECTION 3. THAT should any section, paragraph, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 4. THAT the City Secretary of the City of Lubbock is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2022.

Passed by the City Council on second reading this ____day of _____, 2022.

_____
TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Michael Keenum, P.E., Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

Ryan Brooke, Assistant City Attorney

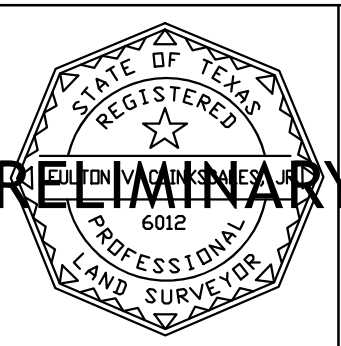
Ord.A&C-UUE Lot 12, Westac Addition
9.9.22

Portion of the 20' underground Utility Easement to be Vacated

Commencing at the Southwest corner of the property in the name of Lowe's Home Centers recorded in Instrument No. 2006041628 with the County Clerk's Office of Lubbock County, Texas on the Eastern right of way of Frankfort Avenue; thence with the Eastern right of way line of Frankfort Avenue North 01°49'16" East for 379.46 feet to a point on said Eastern right of way line of Frankfort Avenue and the Southwestern corner of an existing 20' underground utility easement as shown on that plat recorded as Plat No. 1382.12 with the County Clerk's Office of Lubbock County, Texas and the Point of Beginning;

Thence from said Point of beginning and continuing along the common line of said Eastern right of way line of Frankfort Avenue and the said 20' underground utility easement North 01°49'16' East for 20.00 feet to the Northwestern corner of said 20' underground utility easement; thence leaving said Eastern right of way line and following the northern line of said 20' underground utility easement South 88°10'39" East for 138.01 feet to a point; thence a new line South 46°50'20" West for 28.29 feet to a point on the Southern line of said 20' underground utility easement; thence along the Southern line of said 20' underground utility easement North 88°10'39" West for 117.99 feet to the Point of Beginning.

Containing 2,560 square feet, more or less.



PRELIMINARY

Not valid without the signature of a Professional Land Surveyor

Exhibit "A"

Portion of 20' Utility Easement to be Vacated

Lowe's Home Improvement

5022 West Loop 289

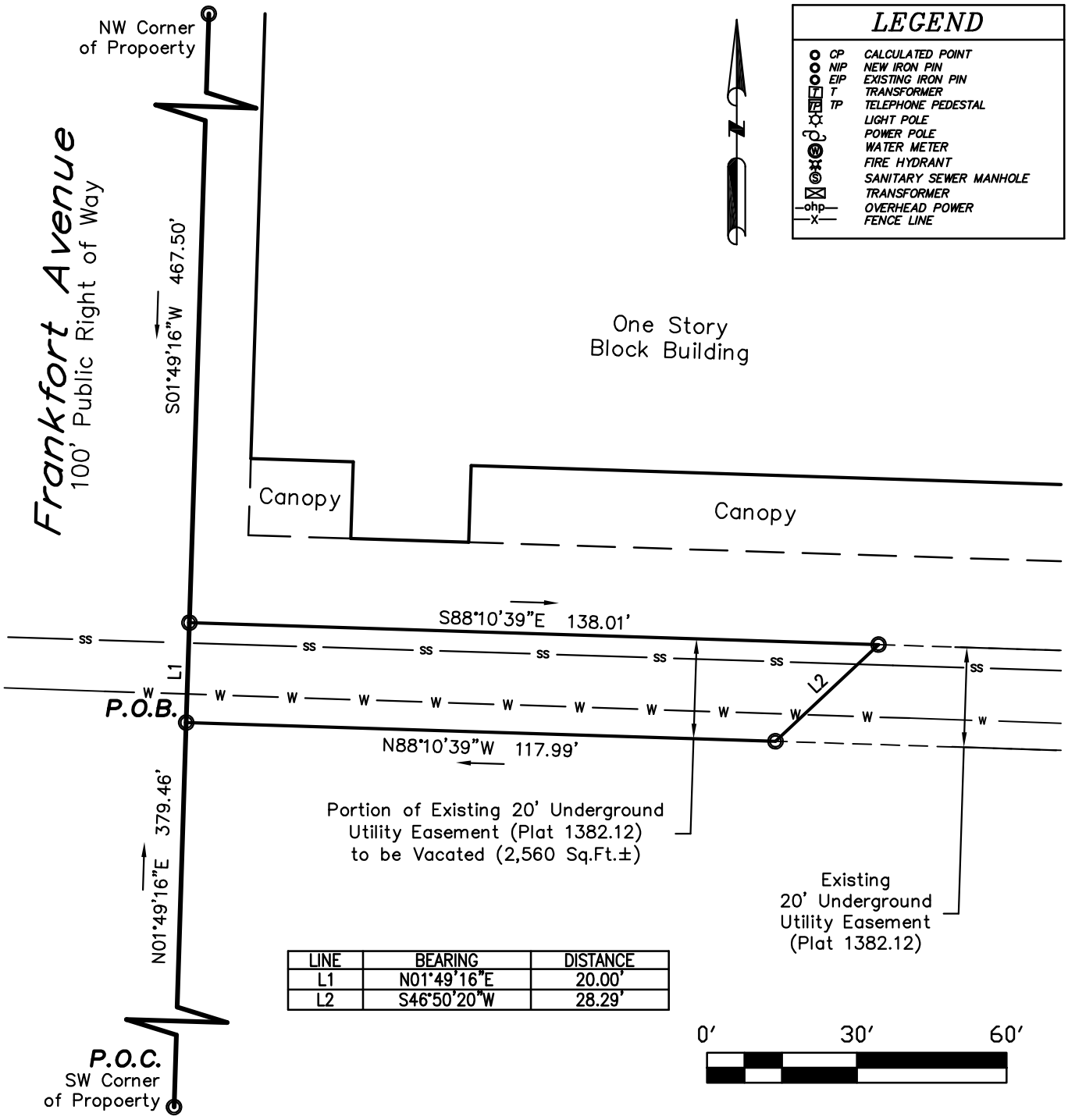
Lubbock, Lubbock County, Texas

FREELAND – CLINKSCALES & ASSOCIATES of NC, INC.

*Engineers * Land Surveyors*

201 2nd AVE. EAST
HENDERSONVILLE, N.C. 28792
(828) 697-6539
fcaofnc@outlook.com

REF. PLAT	1382.12
REF. INST.	2006041628
TAX MAP	R139413
PARTY CHIEF	TEC
DRAWN	TEC
DATE	July 13, 2022
DWG.NO.	H42261a



LEGEND

CP	CALCULATED POINT
NIP	NEW IRON PIN
EIP	EXISTING IRON PIN
T	TRANSFORMER
TP	TELEPHONE PEDESTAL
	LIGHT POLE
	POWER POLE
	WATER METER
	FIRE HYDRANT
	SANITARY SEWER MANHOLE
	TRANSFORMER
ohp	OVERHEAD POWER
x	FENCE LINE

LINE	BEARING	DISTANCE
L1	N01°49'16"E	20.00'
L2	S46°50'20"W	28.29'

PRELIMINARY

STATE OF TEXAS
REGISTERED
FULTON W. CLINKSCALES JR.
6012
PROFESSIONAL
LAND SURVEYOR

Not valid without the signature
of a Professional Land Surveyor

Exhibit "A"

Portion of 20' Utility Easement to be Vacated

Lowe's Home Improvement

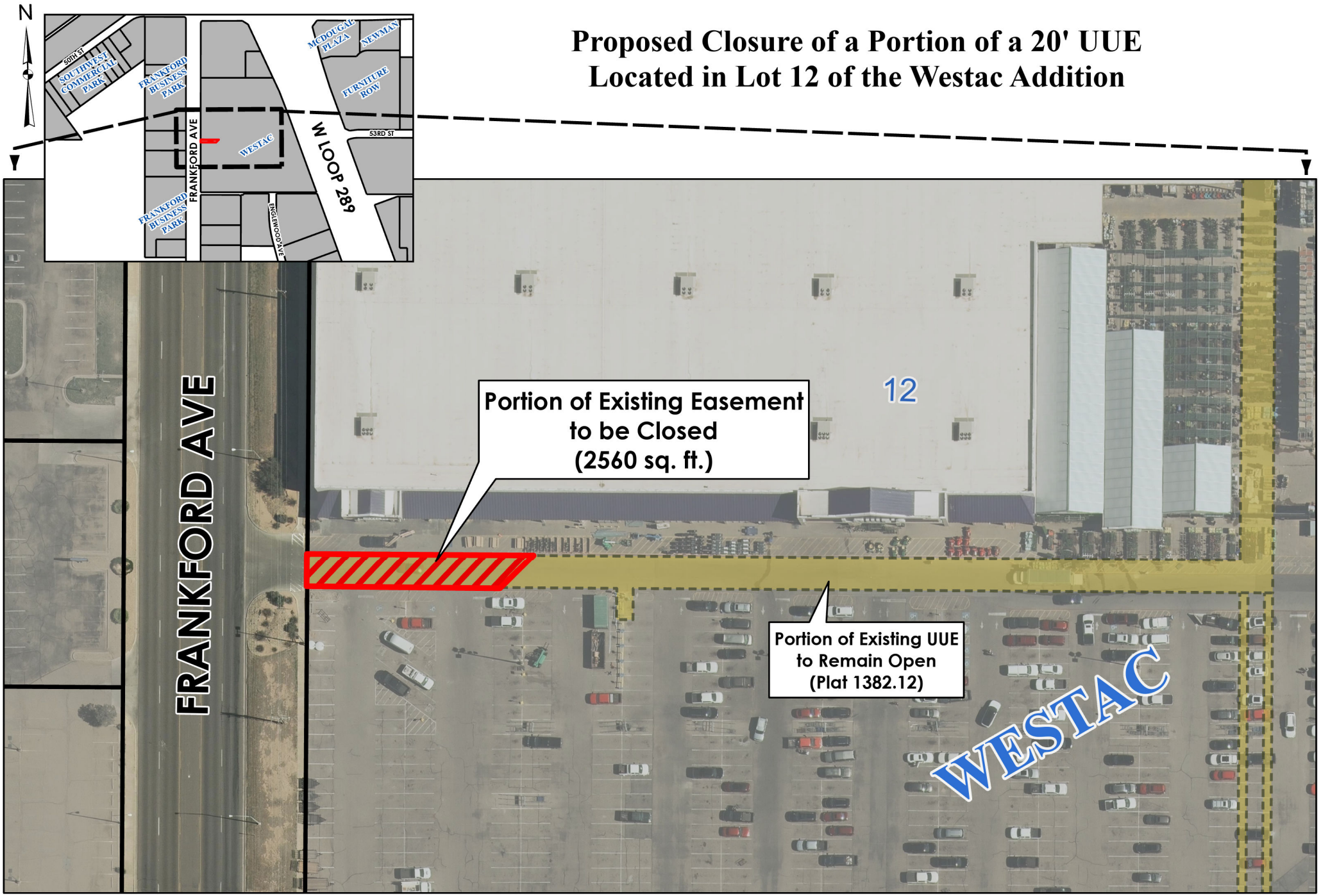
5022 West Loop 289

Lubbock, Lubbock County, Texas

FREELAND – CLINKSCALES & ASSOCIATES of NC, INC.
Engineers * Land Surveyors
201 2nd AVE. EAST
HENDERSONVILLE, N.C. 28792
(828) 697-6539
fcaofnc@outlook.com

REF. PLAT	1382.12
REF. INST.	2006041628
TAX MAP	R139413
PARTY CHIEF	TEC
DRAWN	TEC
DATE	July 13, 2022
DWG.NO.	H42261a

Proposed Closure of a Portion of a 20' UUE Located in Lot 12 of the Westac Addition



Feet

0 50 100 150 200 250 300

As required by Chapter 2051, Geospatial Data Products of the Government Code, this product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

City of Lubbock TEXAS

Digital Orthophotography - May 2021

AI# 11047
Regular City Council Meeting **6. 3.**
10/11/2022:

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute an Amendment to a Street Use License dated February 9, 2021, by and between the City of Lubbock and Mike Irish, and located at 1204 Avenue R.

Item Summary

This amendment to the existing Street Use License Resolution No. 2021-R0042 shall amend and revise the compensation rate of $250 for each 5-year term, to the appropriate rate of $720 for each 5-year term. Licensee shall pay to the City of Lubbock $720 for each five-year term for the duration of the license.

This Street Use License grants the use of 240 square feet of Right of Way to Mike Irish for the purpose of a concrete entrance ramp and landing on the east side of Lot 2, Block 12, Overton Addition to the City of Lubbock, having a physical address of 1204 Avenue R, Lubbock, Texas.

All other portions of the original License shall remain in place and not altered by this amendment.

Fiscal Impact

The fiscal impact of the amendment is a revision of the original amount of $250 for the license, to the appropriate amount of $720, per 5-year term, to the General Fund.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Michael G. Keenum, P.E., Division Director of Engineering/City Engineer

Attachments

Resolution - Mike Irish
Amendment to Street Use License - Mike Irish
Map - Street Use License, Blk 11 & 12, Overton Addition

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Amendment to Street Use License dated February 9, 2021, by and between the City of Lubbock and Mike Irish, and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Michael Keenum, P.E., Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

ccdocs/RES.Amendment to Street Use License-Mike Irish
6.24.22

AMENDMENT TO STREET USE LICENSE DATED FEBRUARY 9, 2021

This Amendment is made as of the ____ day of _____, 2022 by and between the City of Lubbock, Texas (the "City"), a Texas home rule municipal corporation, and the Mike Irish ("Licensee"), (each a "Party," and collectively being the "Parties").

RECITALS

WHEREAS, the City and Licensee previously entered into a Street Use License dated February 9, 2021, Resolution No. 2021-R0042 ("License"); and

WHEREAS, Licensee desires to continue to use a portion of the dedicated City streets for a concrete entrance ramp and landing; and

WHEREAS, City and Licensee desire to that all the original terms of the License remain in full force and effect at the agreed upon compensation rate of seven hundred and twenty and No/100 dollars ($720.00);

NOW THEREFORE, the City and Licensee agree to amend and replace Section 1, of the License between the parties dated February 9, 2021, to read as follows:

1. LICENSEE shall pay to the CITY OF LUBBOCK as compensation for such grant the sum of SEVEN HUNDRED AND TWENTY AND NO/100 DOLLARS ($720.00) cash in advance contemporaneously with the acceptance and execution hereof by LICENSEE for the first five (5) year term of this License, and thereafter such rate of compensation may be changed for each succeeding five (5) year term by the CITY OF LUBBOCK to a rate of compensation which is based on procedures and policies as established by the City Council of the CITY OF LUBBOCK, based on an appraisal of the fair market value of such land by the Right-of-Way Department of the CITY OF LUBBOCK, as applied to the formula for determining such rate established by the City Council. If such rate is not changed by the CITY OF LUBBOCK, the rate for the preceding five (5) year term shall apply. The CITY OF LUBBOCK shall notify the LICENSEE of any change in rates in writing ninety (90) days before the start of the five (5) year term to which such change in rate shall apply, and if such notification is not made, then the rate for the preceding five (5) year term shall apply.

All other portions of the original License shall remain in place and are not altered by this Amendment.

IN WITNESS WHEREOF, each Party hereto has caused this Amendment to be executed on behalf of such Party by an authorized representative as of the date first set forth above.

SIGNATURES

CITY OF LUBBOCK:

TRAY PAYNE, MAYOR

LICENSEE:

MIKE IRISH

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

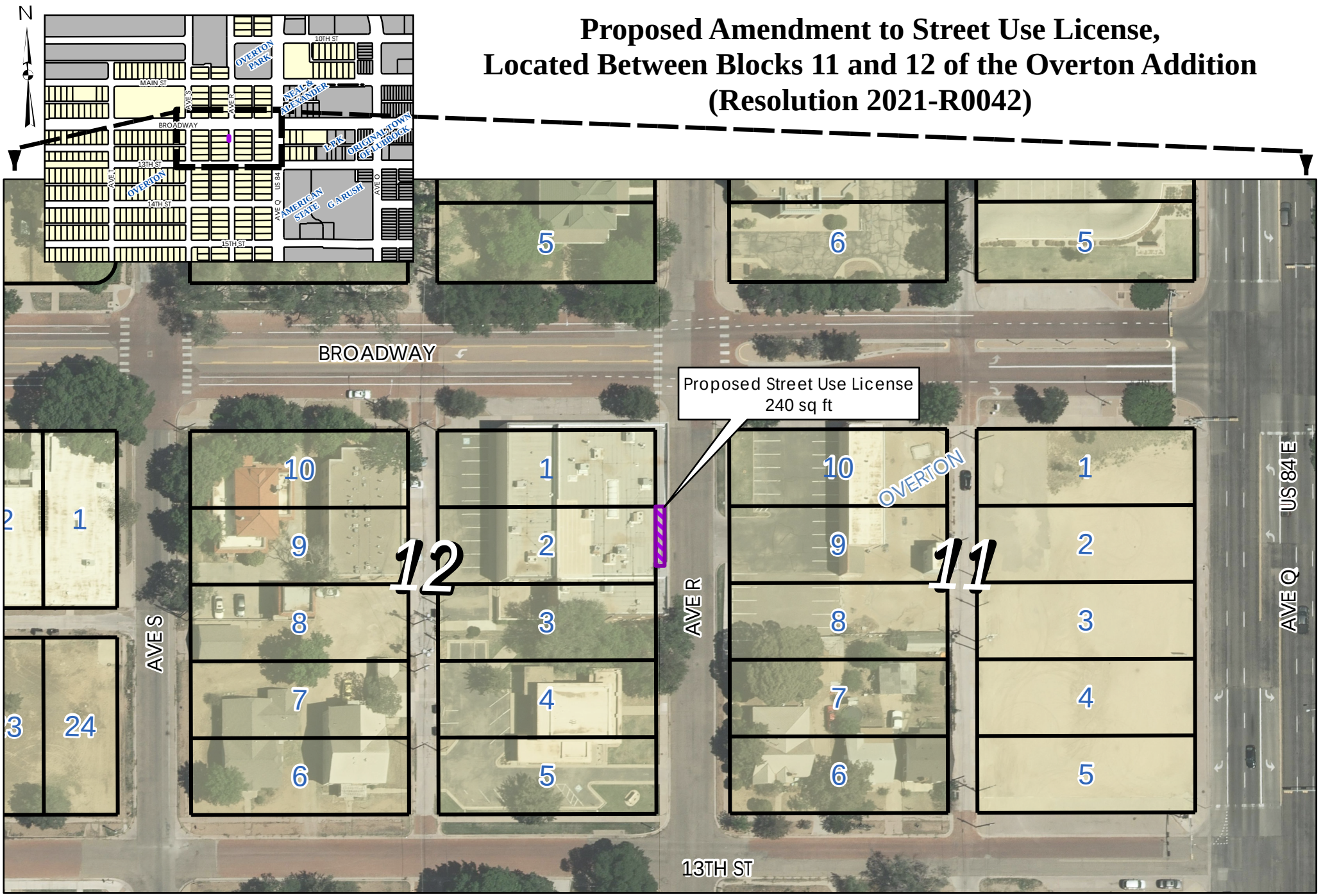
Michael Keenum, P.E., Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

Ryan Brooke, Assistant City Attorney

Amendment to Street Use License, Mike Irish
6.24.22

Proposed Amendment to Street Use License, Located Between Blocks 11 and 12 of the Overton Addition (Resolution 2021-R0042)



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City of Lubbock TEXAS

Digital Orthophotography - May 2021

AI# 11026
Regular City Council Meeting 6. 4.
10/11/2022:

Information

Agenda Item

Ordinance 2nd Reading - Stormwater Compliance: Consider Ordinance No. 2022-O0142, amending Chapter 22, Utilities, Article 22.11, Stormwater Regulations of the Code of Ordinances of the City of Lubbock, Texas, with regard to stormwater plan review fees; providing a savings clause; providing a penalty; and providing for publication.

Item Summary

On September 27, 2022, the City Council approved the first reading of the ordinance.

This ordinance will repeal Section 22.11.034, Mobile Wash Cleaning, in its entirety. This program was established in 2008 in an attempt to educate and regulate the mobile car wash industry, in order to protect and maintain the water quality in the Municipal Separate Storm Sewer System (MS4). This program has been very difficult to enforce and monitor. Mobile wash cleaning has not produced any noticeable detriments to the City's water quality. The products used in mobile wash cleaning are more environmentally friendly today than in the past. It is also not required in the permit with the state to monitor mobile wash cleaning. Accordingly, staff is recommending to stop formally monitoring this activity.

This ordinance will also revise Section 22.11.035, Stormwater Plan Review, and change the existing rate structure from total acres disturbed, to a flat fee. The proposed fee will be based on whether the activity type is residential, commercial, or a development Stormwater Pollution Prevention Plan (SWP3). The new rate structure as approved in the FY 2022-23 Budget is as follows:

- Residential Full Stormwater Pollution Prevention Program (SWP3) - $200
- Commercial Full SWP3 - $175
- Development Full SWP3 - $700

Fiscal Impact

Plan review fees are anticipated to add $27,000 annually to the Stormwater Fund.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Michael G. Keenum, P.E., Division Director of Engineering/City Engineer

Attachments

Ordinance
Red Line Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 22 "UTILITIES", ARTICLE 22.11 "STORMWATER REGULATIONS" OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, WITH REGARD TO STORMWATER PLAN REVIEW FEES; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock, Texas deems it in the best interest of the citizens of Lubbock to make the following amendments to Article 22.11 of the Code of Ordinances of the City of Lubbock in order to align stormwater plan review fees with budgeted fees; NOW THEREFORE:

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

SECTION 1. THAT Section 22.11.034 of the Code of Ordinances of the City of Lubbock, Texas, is hereby repealed in its entirety and that same section reserved for future use.

SECTION 2. THAT Section 22.11.035 of the Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 22.11.035 Stormwater plan review

(a) Process. Stormwater pollution prevention plan (SWP3) shall be submitted for review in accordance with NPDES or TPDES permit requirements and this article. Any operator desiring TPDES permit coverage shall submit to the stormwater engineer a stormwater plan review application on a form provided by the City of Lubbock Stormwater Management Department along with a copy of the SWP3 and the fee as established by subsection (b). Should the plan review process exceed ten (10) business days, construction activities may commence under the submitted SWP3. Once the plan review is complete, any necessary changes will be made to the SWP3 at the project site.

(b) Storm Water Plan Review Fees. All applications for storm water plan review approval shall be accompanied by the appropriate processing fee. The fee for review shall be a flat fee set annually in the City's budget ordinance.

SECTION 3. THAT should any paragraph, section, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of the Ordinance shall not be affected thereby.

SECTION 4. THAT a violation of any provision of this Ordinance shall be deemed a misdemeanor punishable in accordance with state law and Section 1.01.004 of the Code of Ordinances of the City of Lubbock.

SECTION 5. THAT the City Secretary of the City of Lubbock, Texas, is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative means of publication provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2022.

Passed by the City Council on second reading this _____ day of _____, 2022.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs// OrdAmend_Stormwater Fees
9.12.22

ORDINANCE NO. 2022-O_____

AN ORDINANCE AMENDING CHAPTER 22 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, WITH REGARD TO VERBAL WARNINGS; NOTICE OF VIOLATIONS; STOP WORK ORDERS; AND APPEALS, INTERPRETATION, AND VARIANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock, Texas finds and determines that it is in the best interest of the health, safety, and welfare of the citizens of the City of Lubbock to make the following amendments to Chapter 22 of the Code of Ordinances of the City of Lubbock; NOW, THEREFORE,

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

SECTION 1. THAT Section 22.11.034 of the Code of Ordinances of the City of Lubbock, Texas, is hereby repealed in its entirety.

SECTION 2. THAT Section 22.11.035 of the Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 22.11.035 Stormwater plan review

Storm Water Plan Review Fees. All applications for storm water plan review approval shall be accompanied by the appropriate processing fee. The fee for review shall be a flat fee set annually in the city's budget ordinance.

AI# 10950
Regular City Council Meeting
10/11/2022:

6. 5.

Information

Agenda Item

Ordinance 1st Reading - Traffic Operations: Consider an ordinance amending Section 20.05.102 of the Code of Ordinances of the City of Lubbock, with regard to the establishment of speed limits.

Item Summary

The Traffic Management Department has performed speed studies and has presented the recommended speed changes to the Citizens Traffic Commission (CTC) in accordance with the Federal Highways Administration's USLIMITS2 Expert System criteria.

The CTC approved the following changes on August 16, 2022.

Removed Line Items (effectively reducing sections to 30 mph statutory speed limits)

- The statutory speed limit of 30 mph improves pedestrian safety and residential livability.
- Higher speeds are incompatible with on-street parking, frequent pedestrian crossings, high driveway density, and adjacent green spaces.
- Consistent statutory speed limits for this context across the city improves driver expectancy.

5	East 4th Street	East & West	From Idalou Road to M L King, Jr. Boulevard	35
26	29th Drive	East & West	From 34th Street to Marsha Sharp Freeway (US 62/82)	35
27	29th Drive	East & West	From Marsha Sharp Freeway (US 62/82) to Slide Road	35
28	29th Drive	East & West	From Slide Road to Chicago Avenue	35
38	East 40th Street	East & West	From M L King, Jr. Boulevard to Avenue A	35
46	East 40th Street	East & West	From M L King, Jr, Boulevard to East Slaton Road (US 84)	45
47	66th Street	East & West	From East Slaton Road (US 84) to Interstate-27	45
48	66th Street	East & West	From Interstate-27 to Indiana Avenue	35
49	66th Street	East & West	From Frankford Avenue to Iola Avenue	45
50	74th Street	East & West	From University Avenue to Elgin Avenue	35
51	74th Street	East & West	From Quaker Avenue to Utica Avenue	35
69	North Ash Avenue	North & South	From Interstate-27 to Ursuline Street	40

70	North Ash Avenue	North & South	From Ursuline Street to North Loop 289	35
71	North Ash Avenue	South Only	From North Loop 289 to Erskine Street	40
72	North Ash Avenue	South Only	From Erskine Street to Municipal Drive	35
73	North Ash Avenue	North Only	From Municipal Drive to North Loop 289	40
77	Avenue L	North & South	From 34th Street to 50th Street	35
97	Buddy Holly Avenue	North Only	From Marsha Sharp Freeway (US 82) to Broadway	35
98	Buddy Holly Avenue	North & South	From Broadway to Interstate-27	35
95	Broadway	East & West	From Avenue Q (US 84) to University Avenue	35
107	Elm Avenue	North & South	From East 50th Street (FM 835) to East 66th Street	40
164	East Kent Street	East & West	From North Buddy Holly Avenue to M. L. King, Jr. Boulevard	45
165	East Kent Street	East & West	From M. L. King, Jr. Boulevard to Interstate-27	40
222	Main Street	East & West	From Avenue Q to University Avenue	35
230	Marsha Sharp Freeway(US 82) Frontage Road	West Only	From Exit Ramp West of University Avenue to 4th Street (FM 2255) @ Elgin Avenue	50
317	Texas Avenue	South Only	From Marsha Sharp Freeway (US 82) to Broadway	35
318	Texas Avenue	North & South	From Broadway to Interstate-27	35
336	East Ursuline Street	East & West	From North M L King, Jr. Boulevard to North Ash Avenue	35

34th Street*(Analyzed with USLIMITS2)*

• Modified descriptions to eliminate varying speed limits for opposing directions on the same street and use Interstate 27 as a boundary instead of an Avenue.
• Reduced speed limit from 50 to 45 from Milwaukee to Westernmost City Limit.

30	34th Street	East & West	From Avenue A to Interstate-27 ~~Avenue G~~	40
~~31~~	~~34th Street~~	~~West Only~~	~~From Avenue G to Avenue J~~	~~40~~
~~32~~	~~34th Street~~	~~East Only~~	~~From Avenue J to Avenue G~~	~~35~~
33	34th Street	East & West	From Interstate-27 ~~Avenue J~~ to Slide Road	35
36	34th Street	East & West	From Iola Avenue to the Westernmost City Limits ~~Milwaukee Ave.~~	45
~~37~~	~~34th Street~~	~~East & West~~	~~From Milwaukee Ave. to the Westernmost City Limits~~	~~50~~

50th Street*(Analyzed with USLIMITS2)*

- Reduced section from 60 mph (statutory) to 50 mph.

NEW	50th Street	East & West	From Upland Avenue to Westernmost City Limits	50

66th Street*(Analyzed with USLIMITS2)*

- Reduced section from 45 mph to 35 mph and changed from Frankford Avenue to Iola Avenue
- Recently annexed section increased from 30 mph (statutory) to 45 mph

49	66th Street	East & West	From ~~Frankford~~ Iola Avenue to Marsha Sharp Freeway (US 62/82)	~~45~~ 35
NEW	66th Street	East & West	From Upland Avenue to Westernmost City Limits	45

82nd Street*(Analyzed with USLIMITS2)*

- Modified streets to correctly label East 82nd.

- Reduced section from University Ave. to Westernmost City Limits 50 mph to 45 mph.

52	East 82nd Street	East & West	From M L King, Jr. Boulevard to Ash Ave. ~~Interstate 27~~	50
53	82nd Street	East & West	From Ash Ave. ~~Interstate 27~~ to University Ave.	50
54	82nd Street	East & West	From University Avenue to Westernmost City Limits ~~Frankford Avenue~~	45
~~55~~	~~82nd Street~~	~~East & West~~	~~From Frankford Avenue to the Westernmost City Limits~~	~~50~~

98th Street*(Analyzed with USLIMITS2)*

- Reduced 50 mph sections to 45 mph, and the 40 mph section around Quaker remains.

56	98th Street	East & West	From the Easternmost City Limits to Nashville ~~University~~ Avenue	45
~~57~~	~~98th Street~~	~~East & West~~	~~From University Avenue to Nashville Avenue~~	~~50~~
58	98th Street	East & West	From Nashville Avenue to Savannah Avenue	40
59	98th Street	East & West	From Savannah Avenue to Upland Avenue	~~50~~ 45

114th Street*(Analyzed with USLIMITS2)*

- Reduced all 60 mph (statutory), 55 mph and 50 mph sections to 45 mph.

- Reduced section from 55 mph to 50 mph and changed from Slide Road to Frankford Avenue.

60	114th Street	East & West	From Easternmost City Limits to Frankford Avenue ~~University Avenue to Slide Road~~	~~50~~ 45

61	114th Street	East & West	From Frankford Avenue ~~Slide Road~~ to Upland Avenue	~~55~~ 50

Avenue P*(Analyzed with USLIMITS2)*

- Changed boundary from 84th Street to 82nd Street, and adjusted speed limits in this section from 35mph/50mph to 40 mph.

~~78~~	~~Avenue P~~	~~North & South~~	~~From 82nd Street to 84th Street~~	~~35~~
79	Avenue P	North & South	From ~~84th~~ 82nd Street to the Southernmost City Limits	~~50~~ 40

Erskine Street*(Analyzed with USLIMITS2)*

- Changed boundary from Milwaukee Avenue to Westernmost City Limit and reduced section from 55 mph to 40 mph.

115	Erskine Street	East & West	From North Frankford Avenue (FM 2528) to Westernmost City Limits ~~North Milwaukee Ave.~~	~~55~~ 40

Frankford Avenue*(Analyzed with USLIMITS2)*

- Reduced section from 114th St. to 122nd St. from 55 mph to 45 mph.

121	Frankford Avenue	North & South	From 50th Street to 122nd ~~104th~~ Street	45
~~122~~	~~Frankford Avenue~~	~~North & South~~	~~From 104th Street to 114th Street~~	~~50~~
123	Frankford Avenue	North & South	From 122nd ~~114th~~ Street to the Southernmost City Limits	55

Airport Terminal Drive (North M. L. King, Jr. Blvd)

- In collaboration with Airport Police Chief and Director of Aviation, a new speed limit plan was developed.
- Arbitrarily low 10 mph speed limit is eliminated.
- Reasonable 20 mph speed limit is implemented adjacent to terminal in drop-off/pick-up zone.
- Advisory speed is used for horizontal curves.

~~240~~	~~North M. L. King, Jr.~~ Boulevard ~~/ (LIA Terminal Access)~~	~~North Only~~	~~From East Bluefield Street (Station 0+00) Northerly 2160ft to Station 21+60 (0.409mi)~~	~~40~~
~~241~~	~~North M. L. King, Jr.~~ Boulevard ~~/ (LIA Terminal Access)~~	~~Counter-Clockwise~~	~~From 2160 feet North of East Bluefield Streeet (Station 21+60) Westerly 775 feett to Station 29+35 (0.147mi)~~	~~20~~
242	North M. L. King, Jr. Boulevard / (LIA Terminal Access)	South & East Only (Counter-Clockwise)	From ~~Station 29+35 Westerly, Southerly & Easterly 1309 feet to Station 42+42 (0.248mi)~~ a point even with the Southern edge of the LIA terminal building to East Bluefield Street	~~10~~ 40
243	North M. L. King, Jr. Boulevard / (LIA Terminal Access)	West & South Only (Counter-Clockwise)	From ~~Station 42+42 Westerly/ Southerly 1000 feet to Station 52+52 (0.189mi)~~ a point even with the Eastern edge of the LIA terminal to a point even with the Southern edge of the LIA terminal building	20
244	North M. L. King, Jr. Boulevard / (LIA Terminal Access)	North & West Only (Counter-Clockwise) ~~South Only~~	From ~~Station~~ East Bluefield Street North & West 2755 feet to a point even with the Eastern edge of the LIA terminal building ~~52+52 South to East Bluefield Street (Station 0+00) (0.214mi)~~	40

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
L. Wood Franklin, P.E., Division Director of Public Works

Attachments

Speed Limit Ordinance
Details - Speed Limit Ordinance Amendment

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTION 20.05.102 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, WITH REGARD TO THE ESTABLISHMENT OF SPEED LIMITS; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interests of the health, safety and welfare of the citizens of the City of Lubbock to make the following amendment to Section 20.05.102 of the Code of Ordinances of the City of Lubbock, Texas in order to reflect a recent speed limit change; NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK;

SECTION 1. THAT Section 20.05.102, Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 20.05.102. Limits on specific Streets, Highways, etc., and portions thereof.

Pursuant to the provisions of Section 20.05.101, speed limits for specific streets, roads, highways and other vehicle ways and portions thereof within the city limits shall be as follows:

Line Item	Lubbock Street Name (TxDOT Name)	Travel Direction	Speed Limit Description	Speed
1.	East 4th Street (FM40)	West Only	From the Easternmost City Limits to 60 ft. West of Linden Ave.	50
2.	East 4th Street (FM40)	West Only	From 60 ft. West of Linden Ave. to 0.2 mi. East of Idalou Road (US 62)	55
3.	East 4th Street (FM40)	East Only	From 0.2 mi. East of Idalou Road to the Easternmost City Limits	50
4.	East 4th Street (FM40)	East & West	From 0.2 mi. East of Idalou Road (US 62) to Idalou Road (US 62)	40
5.	4th Street (FM 2255)	East & West	From Elgin Ave. to 0.1 mi. East of Toledo Ave.	50
6.	4th Street (FM 2255)	East & West	From 0.1 mi. East of Toledo Ave. to 200 ft. West of Homestead Ave.	45
7.	4th Street (FM 2255)	East & West	From 200 ft. West of Homestead Ave. to 486 ft. East of Quincy Ave.	50
8.	4th Street (FM 2255)	East & West	From 486 ft. East of Quincy to 0.292 mi. East of Inler Ave. (FM 179)	60
9.	4th Street (FM 2255)	East & West	From 0.292 mi. East of Inler Ave. (FM 179) to 0.3 mi. East of Research Blvd. (Spur 309)	55

10.	4th Street (FM 2255)	East & West	From 0.3 mi. East of Research Blvd. (Spur 309) to Research Blvd. (Spur 309)	50
11.	East 19th Street	East & West	From the Easternmost City Limits to East Loop 289	35
12.	East 19th Street	East & West	From East Loop 289 to Guava Ave.	40
13.	East 19th Street (US 62, SH 114)	West Only	From M. L. King, Jr. Blvd. to Canyon Lake Drive	45
14.	East 19th Street (US 62, SH 114)	West Only	From Canyon Lake Drive to 80 ft. West of Birch Ave.	50
15.	East 19th Street (US 62, SH 114)	West Only	From 80 ft. West of Birch Ave. to Avenue A	35
16.	East 19th Street (US 62, SH 114)	East Only	From Avenue A to Weber Drive	35
17.	East 19th Street (US 62, SH 114)	East Only	From Weber Drive to M. L. King, Jr. Blvd.	50
18.	East 19th Street (US 62, SH 114)	East & West	From Avenue A to Canton Ave.	35
19.	East 19th Street (US 62, SH 114)	East & West	From Canton Ave. to Memphis Ave.	40
20.	19th Street (SH 114)	East & West	From Memphis Ave. to West Loop 289	45
21.	19th Street (SH 114)	East & West	From West Loop 289 to Juneau Ave.	50
22.	19th Street (SH 114)	East & West	From Juneau Ave. to Yuma Ave.	55
23.	19th Street (SH 114)	East & West	From Yuma Ave. to the Westernmost City Limits	60
24.	21st Street	East & West	From Joliet Ave. to Louisville Ave.	20
25.	East 34th Street	East & West	From M. L. King, Jr. Blvd. to Avenue A	40
26.	34th Street	East & West	From Avenue A to Interstate 27	40
27.	34th Street	East & West	From Interstate 27 to Slide Road	35
28.	34th Street	East & West	From Marsha Sharp Freeway (US 62/82) to Elkhart Ave.	35

29.	34th Street	East & West	From Elkhart Ave. to Iola Ave.	40
30.	34th Street	East & West	From Iola Ave. to the Westernmost City Limits	45
31.	East 50th Street (FM 835)	West Only	From the Easternmost City Limits to East Loop 289	60
32.	East 50th Street (FM 835)	West Only	From East Loop 289 to 0.15 mi. East of Guava Ave.	55
33.	East 50th Street (FM 835)	East Only	From 0.15 mi. East of Guava Ave. to the Easternmost City Limits	55
34.	East 50th Street (FM 835)	East & West	From 0.15 mi. East of Guava Ave. to Avenue A	45
35.	East 50th Street (FM 835)	East & West	From Avenue A to Interstate 27	40
36.	50th Street	East & West	From Interstate 27 to Frankford Ave.	40
37.	50th Street	East & West	From Milwaukee Ave. to Upland Ave.	45
38.	50th Street	East & West	From Upland Ave. to Westernmost City Limits	50
39.	66th Street	East & West	From Iola Ave. to Marsha Sharp Freeway (US 62/82)	35
40.	66th Street	East & West	From Upland Ave. to Westernmost City Limits	45
41.	East 82nd Street	East & West	From M L King, Jr. Blvd. to Ash Ave.	50
42.	82nd Street	East & West	From Ash Ave. to University Ave.	50
43.	82nd Street	East & West	From University Ave. to Westernmost City Limits	45
44.	98th Street	East & West	From the Easternmost City Limits to Nashville Ave.	45
45.	98th Street	East & West	From Nashville Ave. to Savannah Ave.	40
46.	98th Street	East & West	From Savannah Ave. to Upland Ave.	45
47.	114th Street	East & West	From Easternmost City Limits to Frankford Ave.	45

48.	114th Street	East & West	From Frankford Ave. to Upland Ave.	50
49.	130th Street (FM 1585)	East & West	From the Easternmost City Limits to 0.259 mi. West of University Ave.	55
50.	130th Street (FM 1585)	East & West	From 0.259 mi. West of University Ave. to 0.322 mi. West of Frankford Ave.	60
51.	130th Street (FM 1585)	East & West	From 0.259 mi. West of University Ave. to 0.322 mi. West of Frankford Ave.	60
52.	130th Street (FM 1585)	East & West	From 0.322 mi. West of Frankford Ave. to the Westernmost City Limits	65
53.	Alcove Avenue	North & South	From the Northernmost City Limits to 36th St.	55
54.	Alcove Avenue	North & South	From Marsha Sharp Freeway to 98th St.	40
55.	Alcove Avenue	North & South	From 98th St. to the Southernmost City Limits	55
56.	Avenue A	North & South	From Marsha Sharp Freeway (US 82) to 51st St.	40
57.	Avenue A South Drive	North & South	From 51st St. to 61st St.	50
58.	Avenue A South Drive	North & South	From 61st St. to Interstate 27	45
59.	Avenue P	North & South	From 82nd St. to the Southernmost City Limits	40
60.	Avenue Q North Drive (Spur 326)	South Only	From North Interstate 27 to 90 ft. South of Grinnell St.	50
61.	Avenue Q North Drive (Spur 326)	South Only	From 90 ft. South of Grinnell St. to 0.16 mi. South of Erskine St.	45
62.	Avenue Q North Drive (Spur 326)	South Only	From 0.16 mi. South of Erskine St. to Clovis Road (US 84)	55
63.	Avenue Q North Drive (Spur 326)	North Only	From Clovis Road (US 84) to 230 ft. North of 1st St.	45
64.	Avenue Q North Drive (Spur 326)	North Only	From 230 ft. North of 1st St. to 0.12 mi. South of Erskine St.	55
65.	Avenue Q North Drive (Spur 326)	North Only	From 0.12 mi. South of Erskine St. to North Interstate 27	45
66.	Avenue Q (US 84)	North & South	From Clovis Road (US 84) to 23rd St.	35

67.	Avenue Q (US 84)	North & South	From 23rd St. to 50th St.	45
68.	Avenue Q South Drive (US 84)	Southeast & Northwest	From 50th St. to 54th St.	40
69.	Avenue Q South Drive (US 84)	Southeast & Northwest	From 54th St. to 58th St.	45
70.	Avenue Q South Drive (US 84) Main Lanes	Southeast & Northwest	From 58th St. to 0.257 mi. Southeast of 58th St.	50
71.	Avenue Q South Drive (US 84) Main Lanes	Southeast & Northwest	From 0.257 mi. Southeast of 58th St. to Interstate 27	55
72.	Avenue Q South Drive / Slaton Hwy (US 84) Frontage Rd	Northwest	From 200 ft. Southwest of Ash Ave. to 58th St.	45
73.	Avenue Q South Drive / Slaton Hwy (US 84) Frontage Rd	Southeast	From 58th St. to 600 ft. Southeast of Ash Ave.	45
74.	East Broadway	East & West	From Idalou Road (US 62) to Avenue A	45
75.	Buddy Holly Avenue	North & South	From North Interstate 27 to Marsha Sharp Freeway (US 82)	40
76.	Clovis Road (US 84)	Southeast & Northwest	From Avenue Q to Avenue S	35
77.	Clovis Road (US 84)	Southeast & Northwest	From Avenue S to North Vernon Ave.	40
78.	Clovis Road (US 84)	Southeast & Northwest	From North Vernon Ave. to Erskine Ave.	45
79.	Clovis Road (US 84)	Southeast & Northwest	From Erskine St. to North Loop 289	50
80.	Clovis Road (US 84)	Southeast & Northwest	From North Loop 289 to the City Limits, 0.271 mi. West of North Quaker Ave.	60
81.	Clovis Road Frontage Road	Southeast & Northwest	From North Loop 289 to the City Limits, 0.271 mi. West of North Quaker Ave.	35
82.	Clovis Road (US 84)	Southeast & Northwest	From 712 ft. East of North Slide Road to the Westernmost City Limits	75
83.	Clovis Road Frontage Road	Southeast & Northwest	From 712 ft. East of North Slide Road to the Westernmost City Limits	50
84.	East Erskine Street	North & South	From North M.L. King, Jr. Blvd. to East Loop 289	45
85.	Erskine Street	East & West	From North Ash Ave. to North Interstate 27	35

86.	Erskine Street	East & West	From North Interstate 27 to North Avenue Q Drive (Spur 326)	45
87.	Erskine Street	East & West	From North Avenue Q Drive (Spur 326) to North University Ave. (FM 1264)	50
88.	Erskine Street	East & West	From North Indiana Ave. to North Texas Tech Parkway	45
89.	Erskine Street	East & West	From North Indiana Ave. to 100 ft. West of North Knoxville Ave.	40
90.	Erskine Street	East & West	From North Loop 289 to North Frankford Ave. (FM 2528)	45
91.	Erskine Street	East & West	From North Frankford Ave. (FM 2528) to Westernmost City Limits	40
92.	North Frankford Avenue (FM 2528)	North & South	From the Northernmost City Limits to Princeton St.	60
93.	North Frankford Avenue (FM 2528)	North & South	From Princeton St. to Cornell St.	55
94.	North Frankford Avenue (FM 2528)	North & South	From Cornell St. to 3rd St.	50
95.	Frankford Avenue (FM 2528)	North & South	From 3rd St. to West Loop 289	45
96.	Frankford Avenue	North & South	From West Loop 289 to 41st St.	40
97.	Frankford Avenue	North & South	From 50th St. to 122nd St.	45
98.	Frankford Avenue	North & South	From 122nd St. to the Southernmost City Limits	55
99.	Idalou Road (US 62/82, SH114)	Southwest Only	From the Easternmost City Limits to 100 ft. Northeast of East Dartmouth Ave.	65
100.	Idalou Road (US 62/82, SH114)	Southwest Only	From 100 ft. Northeast of East Dartmouth Ave. to 300 ft. Northeast of East Baylor Ave.	60
101.	Idalou Road (US 62/82, SH114)	Southwest Only	From 300 ft. Northeast of East Baylor Ave. to East 3rd St.	55
102.	Idalou Road (US 62, SH114)	Southwest Only	From E 3rd St. to 0.128 mi. Southwest of East Broadway	40
103.	Idalou Road (US 62, SH114)	Southwest Only	From 0.128 mi. Southwest of East Broadway to M.L. King, Jr. Blvd.	45
104.	Idalou Road (US 62, SH114)	Northeast Only	From M. L. King, Jr. Blvd. to 100 ft. Northeast of Spruce Ave.	50

105.	Idalou Road (US 62, SH114)	Northeast Only	From 100 ft. Northeast of Spruce Ave. to 0.128 mi. Southwest of East Broadway	45
106.	Idalou Road (US 62, SH114)	Northeast Only	From 0.128 mi. Southwest of East Broadway to 128 ft. Northeast of East 4th St. (FM 40)	40
107.	Idalou Road (US 62, SH114)	Northeast Only	From 128 ft. Northeast of East 4th St. (FM 40) to 0.42 mi. Southwest of Parkway Drive overpass	45
108.	Idalou Road (US 62, SH114)	Northeast Only	From 0.42 mi. Southwest of the Parkway Drive overpass to 200 ft. Northeast of East Baylor Ave.	55
109.	Idalou Road (US 62/82, SH114)	Northeast Only	From 200 ft. Northeast of East Baylor Ave. to 100 ft. Northeast of East Dartmouth Ave.	60
110.	Idalou Road (US 62/82, SH114)	Northeast Only	From 100 ft. Northeast of East Dartmouth Ave. to the Easternmost City Limits	65
111.	Idalou Road North Frontage Road	Southwest Only	From North Niter St. to East Colgate St.	40
112.	Idalou Road North Frontage Road	Southwest Only	From East Colgate St. to Loop 289	50
113.	Idalou Road North Frontage Road	Southwest Only	From Loop 289 to Parkway Drive	50
114.	Idalou Road South Frontage Road	Northeast Only	From East 2nd St. to 190 ft. Northeast of East Colgate St.	45
115.	Idalou Road South Frontage Road	Northeast Only	From 190 ft. Northeast of East Colgate St. to 133 ft. Northeast of North Niter Ave.	40
116.	Idalou Road South Frontage Road	Northeast Only	From 133 ft. Northeast of North Niter Ave. to 1.0 mi Southwest of the Easternmost City Limits	35
117.	North Indiana Avenue	North & South	From Clovis Road (US 84) to 1st St.	45
118.	Indiana Avenue	North & South	From 1st St. to 4th St. (FM 2255)	45
119.	Indiana Avenue	North & South	From 19th St. (SH 62) to South Loop 289	40
120.	Indiana Avenue	North & South	From South Loop 289 to 114th St.	45
121.	Indiana Avenue	North & South	From 114th St. to the Southernmost City Limits	50
122.	Inler Avenue (FM 179)	North & South	From the Northernmost City Limits to 0.664mi North of 34th St.	50
123.	Inler Avenue (FM 179)	North & South	From 0.664mi North of 34th St to the Southernmost City Limit	60

124.	Interstate 27 Main Lanes	North & South	From the Northernmost City Limits to the Southernmost City Limits	65
125.	Interstate 27 Frontage Road	South Only	From the Northernmost City Limits to 554 ft. South of Country Club Drive	55
126.	Interstate 27 Frontage Road	South Only	From 554 ft. South of Country Club Drive to Marsha Sharp Freeway (US 82)	50
127.	Interstate 27 Frontage Road	South Only	From 13th St. to 550 ft. South of 19th St. (US 62)	45
128.	Interstate 27 Frontage Road	South Only	From 550 ft. South of 19th St. (US 62) to 170 ft. North of 32nd St.	50
129.	Interstate 27 Frontage Road	South Only	From 170 ft. North of 32nd St. to 211 ft. South of 66th St.	45
130.	Interstate 27 Frontage Road	South Only	From 211 ft. South of 66th St. to 77th St.	55
131.	Interstate 27 Frontage Road	South Only	From 77th St. to the Southernmost City Limits	45
132.	Interstate 27 Frontage Road	North Only	From the Southernmost City Limits to 77th St.	45
133.	Interstate 27 Frontage Road	North Only	From 77th St. to 211 ft. South of 66th St.	50
134.	Interstate 27 Frontage Road	North Only	From 211 ft. South of 66th St. to 550 ft. South of 19th St. (US 62)	45
135.	Interstate 27 Frontage Road	North Only	From 550 ft. South of 19th St. (US 62) to 13th St.	40
136.	Interstate 27 Frontage Road	North Only	From Marsha Sharp Freeway (US 82) to 554 ft. South of Country Club Dr.	50
137.	Interstate 27 Frontage Road	North Only	From 554 ft. South of Country Club Drive to the Northernmost City Limits	55
138.	East Kent Street (FM 2641)	East & West	From the Easternmost City Limits to North Holly Ave.	55
139.	Kent Street	East & West	From Mesa Road to North University Ave. (FM 1264)	45
140.	Loop 289 Main Lanes	All directions	All main lanes	65
141.	Loop 289 Frontage Road	Counter-Clockwise	From Idalou Road (US 62/82) to 0.23 mi Northwest of Idalou Road (US 62/82)	45
142.	Loop 289 Frontage Road	Counter-Clockwise	From 0.023 mi. Northwest of Idalou Road (US 62/82) to Municipal Drive	50

143.	Loop 289 Frontage Road	Counter-Clockwise	From Municipal Drive to M. L. King, Jr. Blvd.	40
144.	Loop 289 Frontage Road	Counter-Clockwise	From M. L. King, Jr. Blvd. to North Avenue N	50
145.	Loop 289 Frontage Road	Counter-Clockwise	From North Avenue N to the Santa Fe Railway overpass and thru the Turnaround	40
146.	Loop 289 Frontage Road	Counter-Clockwise	From Santa Fe Railway overpass to 1.818 mi. West of the Santa Fe Railway overpass	50
147.	Loop 289 Frontage Road	Counter-Clockwise	From 1.818 mi. West of the Santa Fe Railroad overpass West 0.2 mi. to Landmark Lane	45
148.	Loop 289 Frontage Road	Counter-Clockwise	From Clovis Road (US 84) Southwesterly a distance of 0.3 mi	45
149.	Loop 289 Frontage Road	Counter-Clockwise	From 0.3 mi. Southwest of Clovis Road (US 84) Southwest 0.495 mi.	55
150.	Loop 289 Frontage Road	Counter-Clockwise	From 0.795 mi. Southwest of Clovis Road (US 84) to North Quaker Ave.	45
151.	Loop 289 Frontage Road	Counter-Clockwise	From North Quaker Ave. to 0.2 mi. Southwest of North Quaker Ave.	45
152.	Loop 289 Frontage Road	Counter-Clockwise	From 0.2 mi. Southwest of North Quaker Ave. Southwesterly to 0.261 mi. Northeast of 4th St. (FM 2255)	55
153.	Loop 289 Frontage Road	Counter-Clockwise	From 0.261 mi. Northeast of 4th St. (FM 2255) to 4th St. (FM 2255)	45
154.	Loop 289 Frontage Road	Counter-Clockwise	From 4th St. (FM 2255) to 0.25mi Southwest of 4th St. (FM 2255)	45
155.	Loop 289 Frontage Road	Counter-Clockwise	From 0.25 mi. Southwest of 4th St. (FM 2255) Southwesterly a distance of 0.923 mi.	55
156.	Loop 289 Frontage Road	Counter-Clockwise	From 1.173 mi. Southwest of 4th St. (FM 2255) to 19th St. (SH 114)	45
157.	Loop 289 Frontage Road	Counter-Clockwise	From 19th St. (SH 114) to 0.35 mi. South of 19th St. (SH 114)	40
158.	Loop 289 Frontage Road	Counter-Clockwise	From 0.35 mi. South of 19th St. (SH 114) South a distance of 0.515 mi.	55
159.	Loop 289 Frontage Road	Counter-Clockwise	From 0.865 mi. South of 19th St. (SH 114) to 34th St.	45
160.	Loop 289 Frontage Road	Counter-Clockwise	From 34th St. to the Marsha Sharp Freeway (US 62/82)	45
161.	Loop 289 Frontage Road	Counter-Clockwise	From the Marsha Sharp Freeway (US 62/82) to 50th St.	45

162.	Loop 289 Frontage Road	Counter-Clockwise	From 50th St. to 0.35 mi. East of University Ave.	50
163.	Loop 289 Frontage Road	Counter-Clockwise	From 0.35 mi. East of University Ave. to 0.06 mi North of East 4th St. (FM 40)	55
164.	Loop 289 Frontage Road	Counter-Clockwise	From 0.06 mi. North of East 4th St. (FM 40) to Idalou Road (US 62/82)	50
165.	Loop 289 Frontage Road	West to North	Loop 289 Frontage Rd Exit to Northbound Interstate 27 Frontage Rd	55
166.	Loop 289 Frontage Road	North to East	From US 87 Frontage Rd Exit to Eastbound Loop 289 Frontage Rd	40
167.	Loop 289 Frontage Road	South Only	From 0.2 mi. Southeast of Loop 289 Frontage exit to Southbound US 87 Frontage Rd	40
168.	Loop 289 Frontage Road	East to South	From Loop 289 Frontage Rd exit to US 87	55
169.	Loop 289 Frontage Road	South to West	From Southbound Interstate 27 Frontage Rd exit to Westbound South Loop 289 Frontage Rd	40
170.	Loop 289 Frontage Road	Clockwise	From Idalou Road (US 62/82) to 0.06mi North of East 4th St. (FM 40)	50
171.	Loop 289 Frontage Road	Clockwise	From 0.06 mi. North of East 4th St. to 0.35 mi. East of University Ave.	55
172.	Loop 289 Frontage Road	Clockwise	From 0.35 mi. East of University Ave. to 50th St.	50
173.	Loop 289 Frontage Road	Clockwise	From 50th St. to the Marsha Sharp Freeway (US 62/82)	45
174.	Loop 289 Frontage Road	Clockwise	From the Marsha Sharp Freeway (US 62/82) to 34th St.	45
175.	Loop 289 Frontage Road	Clockwise	From 34th St. North a distance of 0.29 mi.	45
176.	Loop 289 Frontage Road	Clockwise	From 0.29 mi. North of 34th St. Northerly a distance of 0.466 mi	55
177.	Loop 289 Frontage Road	Clockwise	From 0.756 mi. North of 34th St. to 19th St. (SH 114)	45
178.	Loop 289 Frontage Road	Clockwise	From 19th St. (SH 114) to 0.25 mi. Northeast of 19th St. (SH 114)	45
179.	Loop 289 Frontage Road	Clockwise	From 0.25 mi. Northeast of 19th St. (SH 114) Northeasterly a distance of 0.996 mi.	55
180.	Loop 289 Frontage Road	Clockwise	From 1.216 mi Northeast of 19th St. (SH 114) to 4th St. (FM 2255)	45

181.	Loop 289 Frontage Road	Clockwise	From 4th St. (FM 2255) Northeasterly a distance of 0.167 mi.	45
182.	Loop 289 Frontage Road	Clockwise	From 0.167 mi. Northeast of 4th St. (FM 2255) Northeasterly to 0.334 mi. Southwest of North Quaker Ave.	55
183.	Loop 289 Frontage Road	Clockwise	From 0.334 mi. Southwest of North Quaker Ave. to North Quaker Ave.	45
184.	Loop 289 Frontage Road	Clockwise	From North Quaker Ave. Northeasterly a distance of 0.2 mi.	45
185.	Loop 289 Frontage Road	Clockwise	From 0.2 mi. Northeast of North Quaker Ave. Northeasterly a distance of 0.53 mi.	55
186.	Loop 289 Frontage Road	Clockwise	From 0.73 mi. Northeast of North Quaker Ave. to Clovis Road (US 84)	45
187.	Loop 289 Frontage Road	Clockwise	From Landmark Lane to 0.25 mi. East of Landmark Lane	45
188.	Loop 289 Frontage Road	Clockwise	From 0.25 mi. East of Landmark Lane East 1.6 mi. to 385 ft. West of North Avenue S	50
189.	Loop 289 Frontage Road	Clockwise	From 385 ft. West of North Avenue S Easterly to the Santa Fe Railway overpass thru the Turnaround	35
190.	Loop 289 Frontage Road	Clockwise	From the Santa Fe Railway overpass Easterly to North Avenue N	40
191.	Loop 289 Frontage Road	Clockwise	From North Avenue N East to North Interstate 27	50
192.	Loop 289 Frontage Road	Clockwise	From North Interstate 27 to North Globe Ave.	40
193.	Loop 289 Frontage Road	Clockwise	From North Globe Ave. Southeasterly a distance of 2.306 mi.	50
194.	Loop 289 Frontage Road	Clockwise	From 2.306 mi. Southeasterly from North Globe Ave. to Idalou Road (US 62/82)	45
195.	Marsha Sharp Freeway (US 82) Main Lanes	East & West	From Parkway Drive Bridge (East Side) to 500 ft. East of Interstate 27	55
196.	Marsha Sharp Freeway (US 82) Main Lanes	East & West	From 500 ft. East of Interstate 27 to Alcove Ave.	65
197.	Marsha Sharp Freeway (US 82) Frontage Road	West Only	From 0.32 mi. East of Interstate 27 to Buddy Holly Ave	45
198.	Marsha Sharp Freeway (US 82) Frontage Road	East Only	From Buddy Holly Ave to 0.4 mi. East of Interstate 27	45
199.	Marsha Sharp Freeway (US 82) Frontage Road	East & West	From Buddy Holly Ave. to Avenue L	45

200.	Marsha Sharp Freeway (US 82) Frontage Road	West Only	From Avenue L to University Ave.	45
201.	Marsha Sharp Freeway (US 82) Frontage Road	West Only	From University Ave. to Detroit Ave.	50
202.	Marsha Sharp Freeway (US 82) Frontage Road	East Only	From South of Drive of Champions to Avenue L	45
203.	Marsha Sharp Freeway (US 62/82) Frontage Road	Southwest Only	From Southbound Exit Ramp / Texas Tech Parkway to Orlando Ave.	45
204.	Marsha Sharp Freeway (US 62/82) Frontage Road	Northeast Only	From Northbound Exit Ramp/Texas Tech Parkway to On Ramp Northeast of Texas Tech Parkway	45
205.	Marsha Sharp Freeway (US 62/82) Frontage Road	Southwest Only	From 19th St. (SH 114) to Chicago Ave.	45
206.	Marsha Sharp Freeway (US 62/82) Frontage Road	Northeast Only	From Chicago Ave to 19th St. (SH 114)	45
207.	Marsha Sharp Freeway (US 62/82) Frontage Road	Southwest Only	From Chicago Ave. to 0.5 mi. West of West Loop 289	50
208.	Marsha Sharp Freeway (US 62/82) Frontage Road	Northeast Only	From 0.5 mi. West of West Loop 289 to Chicago Ave.	50
209.	Marsha Sharp Freeway (US 62/82) Frontage Road	Southwest Only	From 500 ft. East of Milwaukee to Marsha Sharp Freeway (US 62/82) Main Lanes	50
210.	Marsha Sharp Freeway (US62/82) Frontage Road	Northeast Only	Alcove Avenue to 500ft East of Milwaukee Avenue	50
211.	North M. L. King, Jr. Blvd / (LIA Terminal Access)	South & East Only (Counter-Clockwise)	From a point even with the Southern edge of the LIA terminal building to East Bluefield St.	40
212.	North M. L. King, Jr. Blvd / (LIA Terminal Access)	West & South Only (Counter-Clockwise)	From a point even with the Eastern edge of the LIA terminal to a point even with the Southern edge of the LIA terminal building	20
213.	North M. L. King, Jr. Blvd / (LIA Terminal Access)	North & West Only (Counter-Clockwise)	From East Bluefield St. North & West 2755 feet to a point even with the Eastern edge of the LIA terminal building	40
214.	North M. L. King, Jr. Blvd	North & South	From East Bluefield St. to East Ursuline St.	50

215.	North M. L. King, Jr. Blvd	North & South	From East Ursuline St. to North Loop 289	45
216.	North M. L. King, Jr. Blvd	North & South	From North Loop 289 to East 2nd St.	40
217.	M. L. King, Jr. Blvd	South Only	From East 2nd St. to East 6th St.	35
218.	M. L. King, Jr. Blvd	North Only	From East 2nd St. to East 6th St.	40
219.	M. L. King, Jr. Blvd	North & South	From East 6th St to East 49th St.	40
220.	M. L. King, Jr. Blvd	South Only	From East 49th St. to 370ft South of East 50th St.	40
221.	M. L. King, Jr. Blvd	North Only	From East 49th St. to 370ft South of East 50th St.	50
222.	M. L. King, Jr. Blvd	North & South	From 370 ft. South of East 50th St. to Slaton Road (US 84)	50
223.	M. L. King, Jr. Blvd	North & South	From East Slaton Road (US 84) to the Southernmost City Limits	45
224.	North Milwaukee Avenue	North & South	From the Northernmost City Limits to Erskine St.	45
225.	North Milwaukee Avenue	North & South	From Erskine St. to 1st St.	45
226.	Milwaukee Avenue	North & South	From 1st St. to 4th St. (FM 2255)	45
227.	Milwaukee Avenue	North & South	From 4th St. (FM 2255) to 34th St.	50
228.	Milwaukee Avenue	North & South	From 34th St. to 82nd St.	45
229.	Milwaukee Avenue	North & South	From 82nd St. to 114th St.	50
230.	Milwaukee Avenue	North & South	From 114th St. to the Southernmost City Limits	45
231.	Municipal Drive	Northeast & Southwest	From North Guava Ave. to Northeast Loop 289	45
232.	Municipal Drive	Northeast & Southwest	From Northeast Loop 289 to Interstate 27	35
233.	Parkway Drive Entrance (US 82)	West Only	From Idalou Road (US 62/82) to Parkway Drive (US 82)	50

234.	Parkway Drive Exit Ramp (US 82)	East Only	From Parkway Drive (US 82) to Idalou Road (US 62/82)	50
235.	Parkway Drive (US 82)	East & West	From Idalou Road (US 62/82) to North Guava Ave.	55
236.	Parkway Drive (US 82)	Northeast & Southwest	From North Guava Ave. to 500 ft. West of Oak Ave.	45
237.	Parkway Drive (US 82)	Northeast & Southwest	From 500ft West of Oak Ave. to Parkway Drive Bridge (East Side)	55
238.	North Quaker Avenue	North & South	From the Northernmost City Limits to 300 ft. South of Kemper St.	50
239.	North Quaker Avenue	North & South	From 300Ft South of Kemper St. to North Loop 289	35
240.	North Quaker Avenue	North & South	From Texas Tech Parkway South a distance of 0.147 mi.	35
241.	North Quaker Avenue / Quaker Avenue	North & South	From 0.147 mi. South of Texas Tech Parkway to 4th St. (FM 2255)	50
242.	Quaker Avenue	North & South	From 4th St. (FM 2255) to 19th St. (SH 114)	45
243.	Quaker Avenue	North & South	From 19th St. to Marsha Sharp Freeway (US 62/82)	35
244.	Quaker Avenue	North & South	From Marsha Sharp Freeway (US 62/82) to 61st St.	40
245.	Quaker Avenue	North & South	From 61st St. to South Loop 289	35
246.	Quaker Avenue	North & South	From South Loop 289 to 76th St.	40
247.	Quaker Avenue	North & South	From 76th St. to 93rd St.	45
248.	Quaker Avenue	North & South	From 93rd St. to 102nd St.	40
249.	Quaker Avenue	North & South	From 102nd St. to the Southernmost City Limits	50
250.	East Regis Street (FM 2641)	East & West	From North Holly Ave. to M. L. King, Jr. Blvd.	55
251.	East Regis Street (FM 2641)	West Only	From M. L. King, Jr. Blvd. to 0.727 mi. East of Interstate-27	55
252.	East Regis Street (FM 2641)	East Only	From M. L. King, Jr. Blvd. to 0.727 mi. East of Interstate 27	45

253.	East Regis Street (FM 2641)	East & West	From 0.527 mi. West of M. L. King, Jr. Blvd. to 0.2 mi. East of Interstate 27	55
254.	Regis Street (FM 2641)	East & West	From 0.2 mi. East of Interstate 27 to 0.155 mi. West of Interstate 27	45
255.	Regis Street (FM 2641)	East & West	From 0.155 mi. West of Interstate 27 to the Westernmost City Limits	55
256.	Research Boulevard (Spur 309)	North & South	From 4th St. (FM 2255) South a distance of 0.2 mi.	50
257.	Research Boulevard (Spur 309)	North & South	From 0.2 mi. South of 4th St. (FM 2255) South a distance of 0.6 mi.	55
258.	Research Boulevard (Spur 309)	North & South	From 0.8 mi. South of 4th St. (FM 2255) to 19th St. (SH 114)	50
259.	Research Boulevard	North & South	From 19th St. (SH 114) to the Southernmost City Limits	50
260.	East Slaton Road (US 84) Main Lanes	East & West	From Interstate 27 to 0.32 mi. Southeast of Loop 289	55
261.	East Slaton Road (US 84)	Northeast Only	From 0.32 mi. Southeast of Loop 289 Southeasterly a distance of 1.22 mi.	60
262.	East Slaton Road (US 84)	Southeast & Northwest	From 1.54 mi. Southeast of Loop 289 to the Southeastern most City Limits	65
263.	North Slide Road	North & South	From Clovis Road (US 84) to Marshall St.	50
264.	North Slide Road	North & South	From Marshall St. to North Loop 289	40
265.	Slide Road	North & South	From North Loop 289 to 264 ft. North of 71st St.	40
266.	Slide Road	North & South	From 264 ft. North of 71st to 0.142 mi. South of 82nd St.	45
267.	Slide Road	North & South	From 0.142 mi. South of 82nd St. to 98th St	50
268.	Slide Road	North & South	From 98th St. to 660 ft. South of 130th St. (FM 1585)	50
269.	Slide Road	North & South	From 660 ft. South of 130th St. (FM 1585) to the Southernmost City Limits	65
270.	Southeast Drive	Southeast Only	From M L King, Jr. Blvd. to 0.09 mi. Southeast of M. L. King, Jr. Blvd.	40
271.	Southeast Drive	Southeast Only	From 0.09 mi. Southeast of M. L. King, Jr. Blvd. to East 38th St.	45

272.	Southeast Drive	Southeast Only	From East 38th St. to 114 ft. Northwest of East 46th St.	55
273.	Southeast Drive	Southeast Only	From 114 ft. Northwest of East 46th St. to East 50th St. (FM 835)	50
274.	Southeast Drive	Northwest Only	From East 50th St. (FM 835) to East 47th St.	50
275.	Southeast Drive	Northwest Only	From East 47th St. to 0.1 mi. Northwest of East 38th St.	55
276.	Southeast Drive	Northwest Only	From 0.1mi. Northwest of East 38th St. to 200 ft. Southeast of M. L. King, Jr. Blvd.	50
277.	Southeast Drive	Northwest Only	From 200 ft. Southeast of M. L. King, Jr. Blvd. to ML King, Jr. Blvd.	40
278.	Southeast Drive (Spur 331)	Southeast & Northwest	From East 50th St. (FM 835) Southeast a distance of 0.104 mi.	55
279.	Southeast Drive (Spur 331)	Southeast & Northwest	From 0.104 mi. Southeast of East 50th St. (FM 835) to 0.22 mi. Southeast of Southeast Loop 289	60
280.	Southeast Drive (Spur 331)	Southeast & Northwest	From 0.22 mi. Southeast of Southeast Loop 289 to the Southeastern most City Limits	65
281.	Spur 327 Main Lanes	East & West	From Loop 289 to Marsha Sharp Freeway (US 62/82)	60
282.	Spur 327 Frontage Road	West Only	From the Southbound West Loop 289 Frontage Road to 0.19 mi. East of Milwaukee Ave.	50
283.	Spur 327 Frontage Road	West Only	From 0.19 mi. East of Milwaukee Ave. to 0.13 mi. West of Milwaukee Ave.	55
284.	Spur 327 Frontage Road	East Only	From Marsha Sharp Freeway (US 62/82) to 0.15 mi. East of Milwaukee Ave.	55
285.	Spur 327 Frontage Road	East Only	From 0.15 mi. East of Milwaukee Ave. to Eastbound South Loop 289	50
286.	North Texas Tech Parkway	North & South	From Erskine St. to 0.261 mi. North of 4th St. (FM 2255)	45
287.	Texas Tech Parkway	North & South	From 0.261 mi. North of 4th St. (FM 2255) to 4th St. (FM 2255)	45
288.	Texas Tech Parkway	North & South	From 4th St. (FM 2255) to Marsha Sharp Freeway (US 82)	40
289.	North University Avenue (FM 1264)	North & South	From the Northernmost City Limits to 0.2 mi. North of North Loop 289	55
290.	North University Avenue (FM 1264)	North & South	From 0.2 mi. North of North Loop 289 to Queens St.	45

291.	North University Avenue (FM 1264)	South Only	From Queens St. to 0.2 mi. North of Clovis Road (US 84)	50
292.	North University Avenue (FM 1264)	South Only	From 0.2mi North of Clovis Road (US 84) to Clovis Road (US 84)	40
293.	North University Avenue (FM 1264)	North Only	From Clovis Road (US 84) to Erskine St.	35
294.	North University Avenue (FM 1264)	North Only	From Erskine St. North a distance of 0.2 mi.	45
295.	North University Avenue (FM 1264)	North & South	From 0.2 mi. North of Erskine St. to Queens St.	50
296.	North University Avenue	North & South	From Clovis Road (US 84) to 1st St.	35
297.	University Avenue	North & South	From 1st St. to Marsha Sharp Freeway (US 82)	35
298.	University Avenue	North & South	From 19th St. (US 62) to South Loop 289	40
299.	University Avenue	North & South	From South Loop 289 to the City Limits 660 ft. South of 114th St.	45
300.	University Avenue	North & South	From the City Limits at 130th St. (FM 1585) to the Southernmost City Limit.	45
301.	Upland Avenue	North & South	From Northernmost City Limits to 114th St.	50
302.	Upland Avenue	North & South	From 114th St. to the Southernmost City Limits	55
303.	US 87 Main Lanes	North & South	From the City Limits, 350 ft. North of 98th St. to the Southernmost City Limits	75
304.	US 87 Frontage Road	South Only	From the City Limits, 350 ft. North of 98th St. to the Southernmost City Limits	45
305.	US 87 Frontage Road	North Only	From the City Limits, 350 ft. North of 98th St. to the Southernmost City Limits	45

SECTION 2. THAT should any paragraph, section, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 3. THAT violation of any provision of this Ordinance shall be a misdemeanor punishable by a fine not to exceed two hundred dollars ($200.00).

SECTION 4. THAT the City Secretary is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method of publication as provided by law.

AND SO IT IS ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2022.

Passed by the City Council on second reading this_____ day of _____, 2022.

_____

Tray Payne, Mayor

ATTEST:

_____

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

John Turpin for:

L. Wood Franklin, P.E., Director of Public Works

APPROVED AS TO FORM:

Kelli Leisure

Kelli Leisure, Assistant City Attorney

2022 Speed Limit Ordinance Amendment

Detailed changes to Ordinance 20.05.102 – October 11, 2022 First Reading

Removed Line Items (effectively reducing sections to 30 mph statutory speed limit)

- The statutory speed limit of 30 mph improves pedestrian safety and residential livability.
- Higher speeds are incompatible with on-street parking, frequent pedestrian crossings, very high driveway density, and adjacent green spaces.
- Consistent statutory speed limits for this context across the city improves driver expectancy.

Line Item	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*	*Changes to Speed Limit Description and/or Speed:*
5	East 4th Street	East & West	From Idalou Road to M L King, Jr. Blvd.	35	Removed
26	29th Drive	East & West	From 34th St. to Marsha Sharp Freeway (US 62/82)	35	Removed
27	29th Drive	East & West	From Marsha Sharp Freeway (US 62/82) to Slide Rd	35	Removed
28	29th Street	East & West	From Slide Road to Chicago Ave.	35	Removed
38	East 40th Street	East & West	From M L King, Jr. Blvd. to Avenue A	35	Removed
46	East 66th Street	East & West	From M L King, Jr, Blvd. to East Slaton Road (US 84)	45	Removed
47	66th Street	East & West	From East Slaton Road (US 84) to Interstate-27	45	Removed
48	66th Street	East & West	From Interstate-27 to Indiana Ave.	35	Removed
49	66th Street	East & West	From Frankford Ave. to Marsha Sharp Freeway (US 62/82)	45	Removed Frankford Ave. to Iola Ave
50	74th Street	East & West	From University Ave. to Elgin Ave.	35	Removed
51	74th Street	East & West	From Quaker Ave. to Utica Ave.	35	Removed
69	North Ash Avenue	North & South	From Interstate-27 to Ursuline St.	40	Removed

2022 Speed Limit Ordinance Amendment

Detailed changes to Ordinance 20.05.102 – October 11, 2022 First Reading

70	North Ash Avenue	North & South	From Ursuline St to North Loop 289	35	Removed
71	North Ash Avenue	South Only	From North Loop 289 to Erskine St.	40	Removed
72	North Ash Avenue	South Only	From Erskine St. to Municipal Drive	35	Removed
73	North Ash Avenue	North Only	From Municipal Drive to North Loop 289	40	Removed
77	Avenue L	North & South	From 34th St. to 50th St.	35	Removed
97	Buddy Holly Avenue	North Only	From Marsha Sharp Freeway (US 82) to Broadway	35	Removed
98	Buddy Holly Avenue	North & South	From Broadway to Interstate 27	35	Removed
95	Broadway	East & West	From Avenue Q (US 84) to University Ave.	35	Removed
107	Elm Avenue	North & South	From East 50th St. (FM 835) to East 66th St.	40	Removed
164	East Kent Street	East & West	From North Holly Ave. to M. L. King, Jr. Blvd.	45	Removed
165	East Kent Street	East & West	From M. L. King, Jr. Blvd. to Interstate-27	40	Removed
222	Main Street	East & West	From Avenue Q to University Ave.	35	Removed
230	Marsha Sharp Freeway (US 82) Frontage Road	West Only	From Exit Ramp West of University to 4th St (FM 2255) @ Elgin Ave	50	Removed
317	Texas Avenue	South Only	From Marsha Sharp Freeway (US 82) to Broadway	35	Removed
318	Texas Avenue	North & South	From Broadway to Interstate-27	35	Removed
336	East Ursuline Street	East & West	From North M L King, Jr. Blvd. to North Ash Ave.	35	Removed

2022 Speed Limit Ordinance Amendment

Detailed changes to Ordinance 20.05.102 – October 11, 2022 First Reading

34th Street *(Analyzed with USLIMITS2)*

Line Item	***Lubbock Street Name (TxDOT Name)***	***Travel Direction***	***Speed Limit Description***	***Speed***	***Changes to Speed Limit Description and/or Speed:***
30	34th Street	East & West	From Avenue A to Interstate 27 ~~Avenue G~~	40	Modified descriptions to eliminate varying speed limits for opposing directions on the same street and use Interstate 27 as a boundary instead of an Avenue
~~31~~	~~34th Street~~	~~West Only~~	~~From Avenue G to Avenue J~~	~~40~~	
~~32~~	~~34th Street~~	~~East Only~~	~~From Avenue J to Avenue G~~	~~35~~	
33	34th Street	East & West	From Interstate 27 ~~Avenue J~~ to Slide Road	35	
36	34th Street	East & West	From Iola Ave. to the Westernmost City Limits ~~Milwaukee Ave.~~	45	Reduced speed limit from 50 to 45 from Milwaukee to Westernmost City Limit
~~37~~	~~34th Street~~	~~East & West~~	~~From Milwaukee Ave. to the Westernmost City Limits~~	~~50~~	

50th Street *(Analyzed with USLIMITS2)*

Line Item	***Lubbock Street Name (TxDOT Name)***	***Travel Direction***	***Speed Limit Description***	***Speed***	***Changes to Speed Limit Description and/or Speed:***
NEW	50th Street	East & West	From Upland Ave. to Westernmost City Limits	50	reduced section from 60 mph (statutory) to 50 mph

2022 Speed Limit Ordinance Amendment

Detailed changes to Ordinance 20.05.102 – October 11, 2022 First Reading

66th Street *(Analyzed with USLIMITS2)*

Line Item	***Lubbock Street Name (TxDOT Name)***	***Travel Direction***	***Speed Limit Description***	***Speed***	***Changes to Speed Limit Description and/or Speed:***
49	66th Street	East & West	From ~~Frankford~~ Iola Ave. to Marsha Sharp Freeway (US 62/82)	~~45~~ 35	reduce section from 45 mph to 35 mph and changed from Frankford to Iola
NEW	66th Street	East & West	From Upland Ave. to Westernmost City Limits	45	Recently annexed section increased from 30 mph (statutory) to 45 mph

82nd Street *(Analyzed with USLIMITS2)*

Line Item	***Lubbock Street Name (TxDOT Name)***	***Travel Direction***	***Speed Limit Description***	***Speed***	***Changes to Speed Limit Description and/or Speed:***
52	East 82nd Street	East & West	From M L King, Jr. Blvd. to Ash Ave. ~~Interstate 27~~	50	Modified streets to correctly label East 82nd
53	82nd Street	East & West	From Ash Ave. ~~Interstate 27~~ to University Ave.	50	
54	82nd Street	East & West	From University Ave. to Westernmost City Limits ~~Frankford Ave.~~	45	reduced section from University Ave. to Westernmost City Limits 50 mph to 45 mph
~~55~~	~~82nd Street~~	~~East & West~~	~~From Frankford Ave. to the Westernmost City Limits~~	~~50~~	

2022 Speed Limit Ordinance Amendment

Detailed changes to Ordinance 20.05.102 – October 11, 2022 First Reading

98th Street *(Analyzed with USLIMITS2)*

Line Item	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*	*Changes to Speed Limit Description and/or Speed:*
56	98th Street	East & West	From the Easternmost City Limits to Nashville ~~University~~ Ave.	45	Reduced 50 mph sections to 45 mph, 40 mph section around Quaker remains
~~57~~	~~98th Street~~	~~East & West~~	~~From University Ave. to Nashville Ave.~~	~~50~~	
58	98th Street	East & West	From Nashville Ave. to Savannah Ave.	40	
59	98th Street	East & West	From Savannah Ave. to Upland Ave.	~~50~~ 45	

114th Street *(Analyzed with USLIMITS2)*

Line Item	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*	*Changes to Speed Limit Description and/or Speed:*
60	114th Street	East & West	From Easternmost City Limits to Frankford Ave. ~~University Ave. to Slide Road~~	~~50~~ 45	Reduced all 60 mph (statutory), 55 mph and 50 mph sections to 45 mph
61	114th Street	East & West	From Frankford Ave. ~~Slide Road~~ to Upland Ave.	~~55~~ 50	Reduced section from 55 mph to 50 mph and changed from Slide to Frankford

2022 Speed Limit Ordinance Amendment

Detailed changes to Ordinance 20.05.102 – October 11, 2022 First Reading

Avenue P *(Analyzed with USLIMITS2)*

Line Item	***Lubbock Street Name (TxDOT Name)***	***Travel Direction***	***Speed Limit Description***	***Speed***	***Changes to Speed Limit Description and/or Speed:***
78	Avenue P	North & South	From 82nd St. to 84th St.	35	Changed boundary from 84th to 82nd and adjusted speed limits in this section from 35mph/50mph to 40 mph
79	Avenue P	North & South	From ~~84th~~ 82nd St. to the Southernmost City Limits	~~50~~ 40	

Erskine Street *(Analyzed with USLIMITS2)*

Line Item	***Lubbock Street Name (TxDOT Name)***	***Travel Direction***	***Speed Limit Description***	***Speed***	***Changes to Speed Limit Description and/or Speed:***
115	Erskine Street	East & West	From North Frankford Ave. (FM 2528) to Westernmost City Limits ~~North Milwaukee Ave.~~	~~55~~ 40	Changed boundary from Milwaukee to Westernmost City Limit and reduced section from 55 mph to 40 mph

2022 Speed Limit Ordinance Amendment

Detailed changes to Ordinance 20.05.102 – October 11, 2022 First Reading

Frankford Avenue *(Analyzed with USLIMITS2)*

Line Item	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*	*Changes to Speed Limit Description and/or Speed:*
121	Frankford Avenue	North & South	From 50th St. to 122nd ~~104th~~ St.	45	Reduced section from 114th St. to 122nd St. from 55 mph to 45 mph
~~122~~	~~Frankford Avenue~~	~~North & South~~	~~From 104th St. to 114th St.~~	~~50~~	
123	Frankford Avenue	North & South	From 122nd ~~114th~~ St. to the Southernmost City Limits	55	

2022 Speed Limit Ordinance Amendment

Detailed changes to Ordinance 20.05.102 – October 11, 2022 First Reading

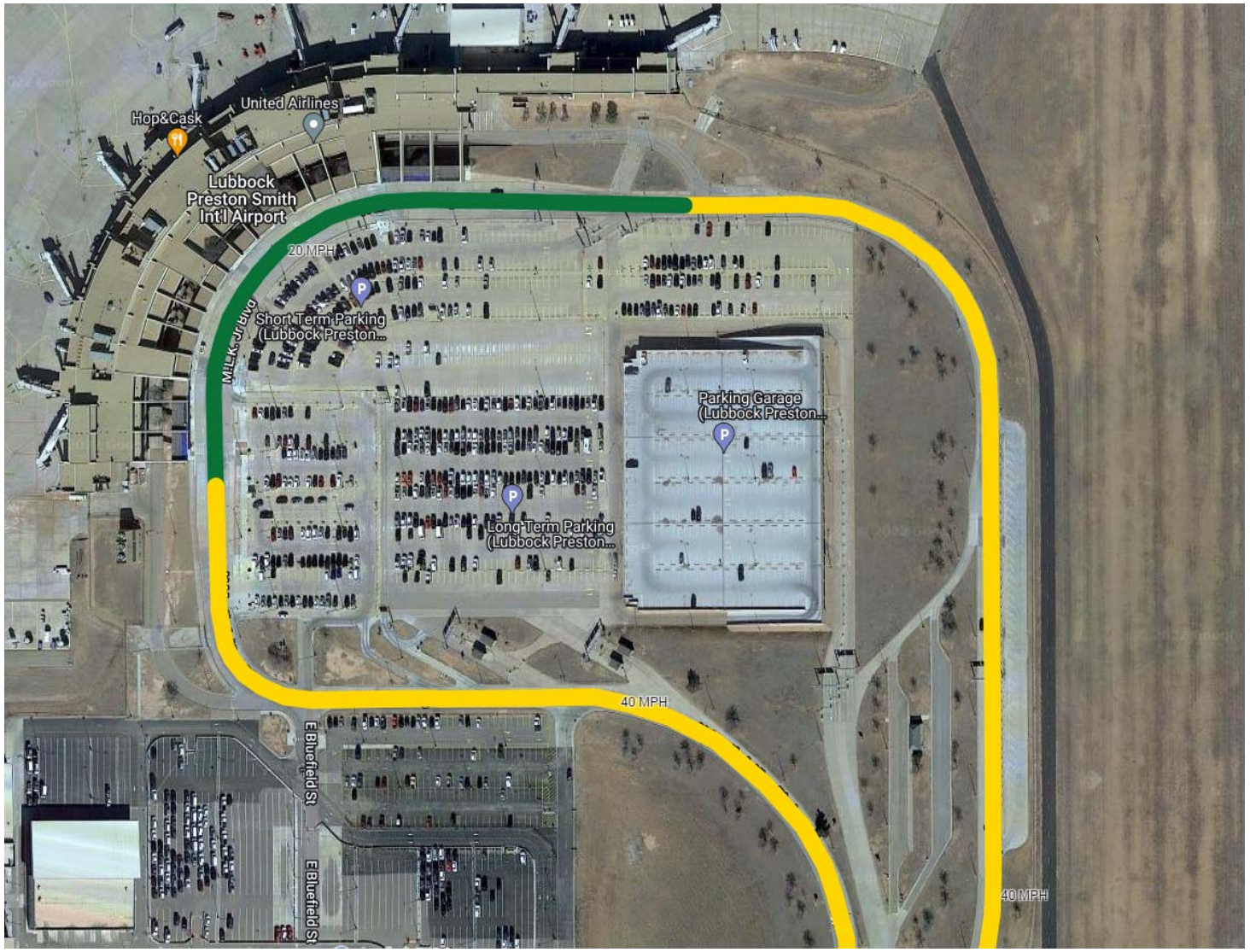
Airport Terminal Drive (North M. L. King, Jr. Blvd)

- In collaboration with Airport Police Chief and Director of Aviation, a new speed limit plan was developed.
- Arbitrarily low 10 mph speed limit is eliminated.
- Reasonable 20 mph speed limit is implemented adjacent to terminal in drop-off/pick-up zone.
- Advisory speed is used for horizontal curves.

Line Item	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*	*Changes to Speed Limit Description and/or Speed:*
~~240~~	~~North M. L. King, Jr. Blvd (LIA Terminal Access)~~	~~North Only~~	~~From East Bluefield St. (Station 0+00) Northerly 2160ft to Station 21+60 (0.409mi)~~	~~40~~	Changes made in coordination with Airport Police Chief and Director of Aviation. **See Map Below**
~~241~~	~~North M. L. King, Jr. Blvd (LIA Terminal Access)~~	~~Counter-Clockwise~~	~~From 2160ft North of East Bluefield St. (Station 21+60) Westerly 775ft to Station 29+35 (0.147mi)~~	~~20~~	
242	North M. L. King, Jr. Blvd / (LIA Terminal Access)	South & East Only (Counter-Clockwise)	From ~~Station 29+35 Westerly, Southerly & Easterly 1309Ft. to Station 42+42 (0.248mi)~~ a point even with the Southern edge of the LIA terminal building to East Bluefield St.	~~10~~ 40	
243	North M. L. King, Jr. Blvd / (LIA Terminal Access)	West & South Only (Counter-Clockwise)	From ~~Station 42+42 Westerly/ Southerly 1000Ft to Station 52+52 (0.189mi)~~ a point even with the Eastern edge of the LIA terminal to a point even with the Southern edge of the LIA terminal building	20	
244	North M. L. King, Jr. Blvd / (LIA Terminal Access)	North & West Only (Counter-Clockwise) ~~South Only~~	From ~~Station~~ East Bluefield St. North & West 2755 feet to a point even with the Eastern edge of the LIA terminal building ~~52+52 South to East Bluefield St. (Station 0+00) (0.214mi)~~	40	

2022 Speed Limit Ordinance Amendment

Detailed changes to Ordinance 20.05.102 – October 11, 2022 First Reading



AI# 11040
Regular City Council Meeting
10/11/2022:

6. 6.

Information

Agenda Item

Resolution - Solid Waste: Consider a resolution authorizing the Mayor to execute Contract 16673, with Space Savers, Inc., for Alternate Daily Cover, for the West Texas Regional Disposal Facility.

Item Summary

Solid Waste utilizes Alternate Daily Cover (ADC) to minimize the consumption of valuable airspace at the West Texas Regional Disposal Facility.

The City issued an Invitation to Bid (ITB 22-16773-KM) to establish pricing for a slurry-type ADC to be used at the West Texas Regional Disposal Facility. This material will be mixed with water and applied in a spray to the landfill workface. The ADC will be applied to the landfill workface on an average of 5 days per week, using approximately 36 bags per week. Utilizing this method will save space and will extend the useful life of the landfill.

Bids were received and opened on August 17, 2022, from Space Savers, Inc. and LSC Environmental Products, LLC.

Vendor	Amount
Space Savers, Inc.	$31,416.00
LSC Environmental Products, LLC	$48,259.20

This contract is recommended to the lowest, qualified bidder, Space Savers, Inc., per the attached Bid Tab Sheet.

Actual expenditure will depend on the actual consumption of alternate daily cover material. The contract will be for 1 year, with the option for four 1-year extensions.

Fiscal Impact

Cost associated with this contract is budgeted in the Solid Waste FY 2022-23 Budget. Actual expenditures will depend on the volume of product consumed but is estimated at $31,416.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Wood Franklin, P.E., Division Director Public Works

Attachments

Resolution
Contract 16673

Bid Tabulation
Project Summary Sheet

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 16673, as per ITB 22-16673-KM, for alternate daily cover for the West Texas Region Disposal Facility Landfill, by and between the City of Lubbock and Space Savers, Inc. of Keller, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

RES.Contract No. 16673-Space Savers, Inc.
9.13.22

City of Lubbock
Contract for
Alternate Daily Cover for West Texas Region Disposal Facility Landfill

THIS CONTRACT made and entered into this ___ day of _____, **2022**, by and between the City of Lubbock ("City"), and **Space Savers, Inc.** , ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for **Alternate Daily Cover for West Texas Region Disposal Facility Landfill** and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said **Alternate Daily Cover for West Texas Region Disposal Facility Landfill.**

NOW, THEREFORE, in consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, **Alternate Daily Cover for West Texas Region Disposal Facility Landfill** and more specifically referred to as **Items 1-1** on the bid submitted by the Contractor or in the specifications attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.

3. The contract shall be for a term of one (1) year, with the option of four (4), one year extensions, said date of term beginning upon formal approval. This Contract will renew automatically for the additional terms, unless either Party gives 90-day written notice to terminate the Contract.

4. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.

5. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.

6. A) Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index (CPI) or Product Price Index (PPI) as appropriate.

B) Further, if the Contractor can provide documentation for actual charges for material, labor, etc. that demonstrates that the change in CPI or PPI is not sufficient, the Contractor shall provide such documentation to the City, and at the City's sole discretion, the contractual rate may be further adjusted. If agreement regarding a new rate cannot be reached, the City shall terminate at the end of the current contract period.

C) If an adjustment to pricing is granted under this section, the Contractor must provide the Director of Purchasing and Contract Management written, quarterly documentation to justify the ongoing adjustment. If no such documentation is timely received, the rate will automatically revert to the initial, awarded rate.

7. This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

8. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

9. Insurance Requirements – **No Insurance Required**

10. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

11. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

12. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

13. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the

Seller on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.

14. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.

15. Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

16. The Contractor (i) does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

17. **The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.**

    To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contact as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

18. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

19. By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

20. The Contractor shall retain all information received from or concerning the City and the City's business in strictest confidence and shall not reveal such information to third parties without prior written consent of the City, unless otherwise required by law.

21. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

22. This Contract consists of the following documents set forth herein; Invitation to Bid No. 22-16673-KM, Specifications, and the Bid Form.

-----INTENTIONALLY LEFT BLANK-----

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

Tray Payne, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Brenda Haney, Director of Solid Waste

APPROVED AS TO FORM:

Ryan Brooke, Assistant City Attorney

CONTRACTOR

BY

Authorized Representative

Kevin T. Carel

Print Name

136 Pecan Street

Address

Keller, TX 76248

City, State, Zip Code

City of Lubbock
ITB 22-16673-KM
Alternate Daily Cover for Landfill
Specifications

The City of Lubbock is soliciting bids to establish pricing for a slurry-type Alternate Daily Cover, hereinafter called ADC, material is to be used at the West Texas Region Disposal Facility. This material will be mixed with water and applied in a spray to the landfill workface. The ADC will be applied to the landfill workface on an average of 5 days per week and using approximately 36 bags per week.

Product requirements:
The ADC must:

- Be a product that is manufactured and marketed to the solid waste industry for ADC application.
- Produce a cover that will perform equivalent to six inches of soil when applied according to the manufacturer's specifications.
- Meet all Environmental Protection Agency (EPA) 40 CFR 258.21 and Texas Administrative Code (TAC) 30 TAC 330.165 (d) (1) requirements including control of disease vectors, fires, odors, blowing litter, dust, and scavenging without presenting a threat to human health and the environment.
- Not contribute to air-borne irritants.
- Have the ability of being applied in any temperature, light to moderate rainfall, and in winds up to 35 miles per hour.
- Prefer a green tinted material.
- Be available in single bags that are 50 pounds in weight.
- Have the capability of being applied with a Finn T90 hydro seeder equipped with an 800 gallon water tank.

Material delivery:
Delivery is included in the bid pricing. There will be no additional delivery or shipping charges.

Items required to be submitted with bid:

- Safety Data Sheet (SDS) must be submitted with the bid to affirm that the product is non-toxic and not a threat to human health and the environment.
- Bidders must submit a minimum of three (3) references from landfills operating in Texas using the vendor's product.

Submittals prior to bid award:
The apparent low bidder will be required to submit within ten business days of notification, and prior to award of contract:

- 12 bags for the landfill to test for product performance and compatibility with existing application equipment, at no additional cost to the City.
- **Failure to submit the product for testing within ten business days of the request, will result in forfeiture of contract.**

Length of contract:

The contract shall be for a term of one (1) year, with the option of four (4), one-year extensions, said date of term beginning upon formal approval. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.

City of Lubbock, TX
Purchasing and Contract Management
Vendor Acknowledgement Form

In compliance with the **Invitation to Bid**, the undersigned Bidder having examined the Invitation to Bid, instructions to bidders, General Conditions of the Agreement, Specifications, and being familiar with the conditions to be met, hereby submits the following bid for furnishing the material, equipment, labor and everything necessary for providing the items listed and agrees to deliver said items at the locations and for the prices set forth on the bid form and/or the bid table associated with this bid.

A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid is by reference incorporated in this contract.

Where applicable, prices are quoted as: **F.O.B. Destination, Freight Pre-Paid and Allowed**
Where applicable, delivery days are: **Days After Receipt of Order (ARO)**

Unless otherwise specified herein, the City may award the bid either item-by–item or on an all-or-none basis for any item or group of items shown on the bid.

The City of Lubbock is seeking a contract for with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of _____%, net _____ calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVORED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favored customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

City of Lubbock
ITB 22-16673-KM
Alternate Daily Cover for West Texas Region Disposal Facility Landfill
Bid Form

				Location	Space Savers, Inc. Keller, TX		
				Total Cost	$31,416.00		
#	Items	Quantity Required	UOM		Delivery Days ARO	Unit Price	Total Cost
0							
~~#0-1~~	~~Alternate Daily Cover (Slurry mix) as per attached specifications.~~	~~1760~~	~~50 lb Bag~~		~~No Bid~~	~~No Bid~~	~~No Bid~~
1							
#1-1	Alternate Daily Cover (Slurry mix) as per attached specifications.	1760	40lb Bag		30	$17.85	$31,416.00

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES_____ NO _____

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

ADDENDA

Bidder acknowledges receipt of addenda issued in regard to this solicitation:

Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____

INSURANCE REQUIREMENTS

I, the undersigned Bidder certify that the insurance requirements contained in this bid document have been reviewed by me and my Insurance Agent/Broker. If I am awarded this contract by the City of Lubbock, I will be able to, within ten (10) business days after being notified of such award by the City of Lubbock, furnish a valid insurance certificate to the City meeting all of the requirements defined in this bid.

If the time requirement specified above is not met, the City has the right to reject this proposal and award the contract to another contractor. If you have any questions concerning these requirements, please contact the Director of Purchasing & Contract Management for the City of Lubbock at (806) 775-2572.

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of $25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.
Before an award of $25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.
I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.

TEXAS GOVERNMENT CODE SECTION 2252.152

The undersigned representative of the undersigned company or business, being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas, which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Lubbock Purchasing and Contract Department.

TEXAS GOVERNMENT CODE SECTION 2271.002

Company hereby certifies the following:
1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

The following definitions apply to this state statute:
(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
(2) "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

This Certification is required from a Company if the Company has 10 or more full-time employees and the contract for goods or services (which includes contracts formed through purchase orders) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

TEXAS GOVERNMENT CODE 2274

By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

FEDERAL AND STATE SAFETY REGULATIONS

Contractor shall comply with all federal and state safety regulation including but not limited to Occupational, Safety and Health Administration (OSHA) and the Department of Workforce Development (DWD) regulations. This agreement includes incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause Bus to be in violation of the FTA terms and conditions.

All Environmental Protection Agency (EPA) rules and regulations must be followed by the Contractor.

MASTER AGREEMENT

For Federal Transit Administration Agreements authorized by 49 U.S.C. chapter 53, Title 23, United States Code (Highways), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, as amended by the SAFETEA-LU Technical Corrections Act of 2008, the Transportation Equity Act for the 21st Century, as amended, the National Capital Transportation Act of 1969, as amended, the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, February 17, 2009, or other Federal laws that FTA administers.

https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements

The Master Agreement can be found in its entirety on the City of Lubbock website www.ci.lubbock.tx.us

INCOMPLETE INFORMATION

Failure to complete or provide any of the information requested in this Request for Proposal, including references, and/or additional information as information as indicated, may results in disqualification by reason of "non-responsiveness".

CONTRACTOR ACKNOWLEDGEMENT

In compliance with this solicitation, the undersigned bidder, having examined the bid documents, instructions to bidders, documents associated with the invitation to bid, and being familiar with the conditions to be met has reviewed the above information regarding:

- **Insurance Requirements**
- **Suspension and Debarment Certification**
- **Texas Government Code Section 2252.152**
- **Texas Government Code Section 2271.002**
- **Texas Government Code 2274**
- **Federal and State Regulations**
- **Master Agreement**

SUBMISSION INFORMATION

An individual authorized to bind the company must sign the following section. Failure to execute this portion may result in bid rejection.

THIS BID IS SUBMITTED BY SPACE SAVERS, INC. a

corporation organized under the laws of the State of Texas, or a partnership consisting of

_____ or individual trading as _____ of

the City of _____

Tax ID No.: 742-2440

Address: 136 Pecan Street

City: Keller State: TX Zip: 76248

M/WBE Firm:		Woman		Black American		Native American
		Hispanic American		Asian Pacific American		Other (Specify)

Please complete the information below.

By _____ Date: 9-8-22

Authorized Representative - must sign by hand

Officer Name and Title: Kevin T. Carel

Business Telephone Number 817-991-7370 FAX: 817-337-0041

E-mail Address: Kevin@SpaceSaversADC.com

City of Lubbock
ITB 22-16673-KM
Alternate Daily Cover for West Texas Region Disposal Facility Landfill
Bid Tabulation Sheet

				LSC Environmental Products, LLC			Space Savers, Inc.		
			Location	**Apalachin, NY**			**Keller, TX**		
			Total Cost	**$48,259.20**			**$31,416.00**		
#	Items	Quantity	UOM	Delivery Days ARO	Unit Price	Total Cost	Delivery Days ARO	Unit Price	Total Cost
0									
#0-1	Alternate Daily Cover (Slurry mix) as per attached specifications.	1760	50 lb Bag	Delivery in 21 days from order date	$27.42	$48,259.20	No Bid	No Bid	No Bid
1	Alternate Daily Cover (Slurry mix) as per attached specifications.								
#1-1	Alternate Daily Cover (Slurry mix) as per attached specifications.	1760	40lb Bag	No Bid	No Bid	No Bid	30	$17.85	$31,416.00

Purchasing and Contract Management
Project Summary

ITB 22-16673-KM Alternate Daily Cover for West Texas Region Disposal Facility Landfill

Notice was published in the Lubbock Avalanche Journal on August 03 and October 10, 2022.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on Bonfire-hub.com from August 2, 2022 to August 17, 2022.
7 vendors took documents from Bonfire-hub.com
11 vendors were notified separately.
2 vendors submitted a bids.

Information

Agenda Item

Resolution - Health Benefits: Consider a resolution authorizing the Mayor to execute Contract 16869, and related documents, by and between the City of Lubbock and Davis Vision, to provide a voluntary vision plan for full-time employees.

Item Summary

The City of Lubbock benefits package contains a voluntary vision plan for City employees and their eligible dependents. The vision plan provides specific reimbursement for various levels of vision care and corrective lenses plus discounts on certain materials.

On June 19, 2022, the City issued a Request for Proposal (RFP 22-16694-TF) Medical, Dental, PBM, Vision, COBRA, FSA administration, DCAP administration, and HRA administration.

The selection criteria in the RFP included:

- experience in servicing self-funded governmental entities, especially in Texas (10 Points);
- claims adjudication service(s) offered and the ability to deliver electronically integrated medical, care and disease management (10 Points);
- quality of provider network (15 Points);
- quality of medical management (15 Points);
- information services and reporting capabilities (10 Points);
- written and oral presentations and representations (10 Points);
- cost of coverage and services (20 Points); and
- ability to integrate with an outside PBM and the City's free clinics (10 Points).

The RFP generated responses from Davis Vision, EyeMed Vision Plan, BCBSTX, and UnitedHealthcare, for a voluntary vision plan for full-time employees.

The RFP committee gave the following rankings to the responding vendors.

Vendor	Points
Davis Vision	90.70
EyeMed Vision Plan	81.70
BCBSTX	82.85
UnitedHealthcare	80.83

The RFP committee recommends renewing the contract with Davis Vision, the highest ranked vendor. Davis Vision has a vast list of participating provider and exceptional frame and contact lens options. Claims are adjudicated at 99.46% financial accuracy and 99.42% processing accuracy, and the multilingual customer service center is open 24/7.

The employee rates are guaranteed for 4 years. Davis has not raised the City's premiums in the prior 5 years.

Fiscal Impact

Davis Vision is an employee paid voluntary product, and there is no fiscal impact to the City of Lubbock.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Clifton Beck, Director of Human Resources

Attachments

Resolution - Davis Vision

Contract - Davis_Vision_-_Contract_16869 (4)

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 16869 for a voluntary vision plan for full-time employees per RFP 22-16694-TF, by and between the City of Lubbock and Davis Vision, in substantially the same form as the exemplar attached hereto as Exhibit "A", and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Clifton Beck, Director of Human Resources

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs/RES.Contract-Davis Vision
September 21, 2022

EXHIBIT
A

MetLife

Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

CERTIFICATE OF INSURANCE

Metropolitan Life Insurance Company ("MetLife"), a stock company, certifies that You and Your Dependents are insured for the benefits described in this certificate, subject to the provisions of this certificate. This certificate is issued to You under the Group Policy and it includes the terms and provisions of the Group Policy that describe Your insurance. **PLEASE READ THIS CERTIFICATE CAREFULLY.**

This certificate is part of the Group Policy. The Group Policy is a legal contract between MetLife and the Policyholder and may be changed or ended without Your consent or notice to You.

Policyholder:	CUSTOMER NAME
Group Policy Number:	VHXXXXXX-B-1-G
Type of Insurance:	Vision Insurance
MetLife Toll Free Number(s): For Claim Information	FOR VISION CLAIMS: 1-833-EYE-LIFE (1-833-393-5433)

THIS CERTIFICATE ONLY DESCRIBES VISION INSURANCE.

FOR CALIFORNIA RESIDENTS: REVIEW THIS CERTIFICATE CAREFULLY. IF YOU ARE 65 OR OLDER ON YOUR EFFECTIVE DATE OF THIS CERTIFICATE, YOU MAY RETURN IT TO US WITHIN 30 DAYS FROM THE DATE YOU RECEIVE IT AND WE WILL REFUND ANY PREMIUM YOU PAID. IN THIS CASE, THIS CERTIFICATE WILL BE CONSIDERED TO NEVER HAVE BEEN ISSUED.

THE BENEFITS OF THE POLICY PROVIDING YOUR COVERAGE ARE GOVERNED PRIMARILY BY THE LAW OF A STATE OTHER THAN FLORIDA.

For Idaho Residents: TEN DAY RIGHT TO EXAMINE CERTIFICATE: You may return the certificate to Us within 10 days from the date You receive it. If You return it within the 10 day period, the certificate will be considered never to have been issued. We will refund any premium paid after We receive Your notice of cancellation.

THIS CERTIFICATE IS SUBJECT TO THE LAWS OF NEW JERSEY.

THE GROUP INSURANCE POLICY PROVIDING COVERAGE UNDER THIS CERTIFICATE WAS ISSUED IN A JURISDICTION OTHER THAN MARYLAND AND MAY NOT PROVIDE ALL THE BENEFITS REQUIRED BY MARYLAND LAW.

For Residents of North Dakota: If You are not satisfied with Your Certificate, You may return it to Us within 20 days after You receive it, unless a claim has previously been received by Us under Your Certificate. We will refund within 30 days of Our receipt of the returned Certificate any Premium that has been paid and the Certificate will then be considered to have never been issued. You should be aware that, if You elect to return the Certificate for a refund of premiums, losses which otherwise would have been covered under Your Certificate will not be covered.

For New Mexico Residents: This type of plan is NOT considered "minimum essential coverage" under the Affordable Care Act and therefore does NOT satisfy the individual mandate that You have health insurance coverage. If You do not have other health insurance coverage, You may be subject to a federal tax penalty.

For New Hampshire Residents: 30 Day Right to Examine Certificate.
Please read this Certificate. You may return the Certificate to Us within 30 days from the date You receive it. If you return it within the 30 day period, the Certificate will be considered never to have been issued and We will refund any premium paid for insurance under this Certificate.

WE ARE REQUIRED BY STATE LAW TO INCLUDE THE NOTICE(S) WHICH APPEAR ON THIS PAGE AND IN THE NOTICE(S) SECTION WHICH FOLLOWS THIS PAGE. PLEASE READ THE(SE) NOTICE(S) CAREFULLY.

SAMPLE--DO NOT DISTRIBUTE

NOTICE FOR RESIDENTS OF TEXAS

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Metropolitan Life Insurance Company

To get information or file a complaint with your insurance company or HMO:

Call: Corporate Consumer Relations Department at 1-800-438-6388

Toll-free: 1-800-438-6388

Email: RTQA@versanthealth.com

Mail: Davis Vision
Attention: Complaints and Appeals
P.O. Box 791
Latham, NY 12110

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Metropolitan Life Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Departamento de Relaciones Corporativas del Consumidor al 1-800-438-6388

SAMPLE - DO NOT DISTRIBUTE

Teléfono gratuito: 1-800-438-6388

Correo electrónico: RTQA@versanthealth.com

Dirección postal: Davis Vision
Attention. Complaints and Appeals
P.O. Box 791
Latham, NY 12110

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

SAMPLE-DO NOT DISTRIBUTE

NOTICE FOR RESIDENTS OF ALASKA, LOUISIANA, MINNESOTA, MONTANA, NEW HAMPSHIRE, NEW MEXICO, TEXAS, UTAH AND WASHINGTON

The Definition Of Child Is Modified For The Coverages Listed Below:

For Alaska Residents (Vision Insurance):

The term also includes newborns.

For Louisiana Residents (Vision Insurance):

The term also includes Your grandchildren residing with You. The age limit for children and grandchildren will not be less than 21, regardless of the child's or grandchild's student status or full-time employment status. In addition, the age limit for students will not be less than 24. Your natural child, adopted child, stepchild or grandchild under age 21 will not need to be supported by You to qualify as a Child under this insurance.

For Minnesota Residents (Vision Insurance):

The term also includes:

- Your grandchildren who are financially dependent upon You and reside with You continuously from birth;
- children for whom You or Your Spouse is the legally appointed guardian; and
- children for whom You have initiated an application for adoption.

The age limit for children and grandchildren will not be less than 25 regardless of the child's or grandchild's student status or full-time employment status. Your natural child, adopted child stepchild or children for whom You or Your Spouse is the legally appointed guardian under age 25 will not need to be supported by You to qualify as a Child under this insurance.

For Montana Residents (Vision Insurance):

The term also includes newborn infants of any person insured under this certificate. The age limit for children will not be less than 25, regardless of the child's student status or full-time employment status. Your natural child, adopted child or stepchild under age 25 will not need to be supported by You to qualify as a child under this insurance.

For New Hampshire Residents (Vision Insurance):

The age limit for children will not be less than 26, regardless of the child's marital status, student status or full-time employment status. Your natural child, adopted child or stepchild under age 26 will not need to be supported by You to qualify as a Child under this insurance.

For New Mexico Residents (Vision Insurance):

The age limit for children will not be less than 25, regardless of the child's student status or full-time employment status. Your natural child, adopted child or stepchild will not be denied vision insurance coverage under this certificate because:

- that child was born out of wedlock;
- that child is not claimed as Your dependent on Your federal income tax return; or
- that child does not reside with You.

For Texas Residents (Vision Insurance):

The term also includes Your grandchildren. The age limit for children and grandchildren will not be less than 25, regardless of the child's or grandchild's student status, full-time employment status or military service status. Your natural child, adopted child or stepchild under age 25 will not need to be supported by You to qualify as a Child under this insurance. In addition, grandchildren must be able to be claimed by You as a dependent for Federal Income Tax purposes at the time You applied for Insurance.

NOTICE FOR RESIDENTS OF ALASKA, LOUISIANA, MINNESOTA, MONTANA, NEW HAMPSHIRE, NEW MEXICO, TEXAS, UTAH AND WASHINGTON (continued)

For Utah Residents (Vision Insurance):

The age limit for children will not be less than 26, regardless of the child's student status or full-time employment status. Your natural child, adopted child or stepchild under age 26 will not need to be supported by You to qualify as a Child under this insurance. The term includes an unmarried child who is incapable of self-sustaining employment because of a mental or physical handicap as defined by applicable law and who has been continuously covered under a Vision plan since reaching age 26, with no break in coverage of more than 63 days, and who otherwise qualifies as a Child except for the age limit. Proof of such handicap must be sent to Us within 31 days after:

- the date the Child attains the limiting age in order to continue coverage; or
- You enroll a Child to be covered under this provision;

and at reasonable intervals after such date, but no more often than annually after the two-year period immediately following the date the Child qualifies for coverage under this provision.

For Washington Residents (Vision Insurance):

The age limit for children will not be less than 26, regardless of the child's marital status, student status or full-time employment status. Your natural child, adopted child or stepchild under age 26 will not need to be supported by You to qualify as a Child under this insurance.

SAMPLE-DO NOT DISTRIBUTE

NOTICE FOR RESIDENTS OF ALL STATES WHO ARE INSURED FOR VISION INSURANCE

Notice Regarding Your Rights and Responsibilities

Rights:

- We will treat communications, financial records and records pertaining to Your care in accordance with all applicable laws relating to privacy.
- Decisions with respect to vision treatment are the responsibility of You and the Vision Provider. We neither require nor prohibit any specified treatment. However, only certain specified services are covered for benefits. Please see the Vision Insurance sections of this certificate for more details.
- You may request a written response from MetLife to any written concern or complaint.

Responsibilities:

- You are responsible for the prompt payment of any charges for services performed by the Vision Provider not fully covered by your Vision Insurance.
- You should consult with the Vision Provider about treatment options, proposed and potential procedures, anticipated outcomes, potential risks, anticipated benefits and alternatives. You should share with the Vision Provider the most current, complete and accurate information about Your medical and vision history and current conditions and medications.
- You should follow the treatment plans and health care recommendations agreed upon by You and the Vision Provider.

SAMPLE-DO NOT DISTRIBUTE

NOTICE FOR RESIDENTS OF ARKANSAS

If You have a question concerning Your coverage or a claim, first contact the Policyholder or group account administrator. If, after doing so, You still have a concern, You may call the toll free telephone number shown on the Certificate Face Page.

Policyholders have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at:

Arkansas Insurance Department
Consumer Services Division
1 Commerce Way, Suite 102
Little Rock, Arkansas 72202

SAMPLE-DO NOT DISTRIBUTE

NOTICE FOR RESIDENTS OF CALIFORNIA

IMPORTANT NOTICE

TO OBTAIN ADDITIONAL INFORMATION, OR TO MAKE A COMPLAINT, CONTACT THE POLICYHOLDER OR METLIFE AT:

DAVIS VISION
ATTENTION: COMPLAINTS AND APPEALS
P.O. BOX 791
LATHAM, NY 12110

1-800-438-6388

IF, AFTER CONTACTING THE POLICYHOLDER AND/OR METLIFE, YOU FEEL THAT A SATISFACTORY SOLUTION HAS NOT BEEN REACHED, YOU MAY FILE A COMPLAINT WITH THE CALIFORNIA DEPARTMENT OF INSURANCE DEPARTMENT AT:

DEPARTMENT OF INSURANCE
CONSUMER SERVICES
300 SOUTH SPRING STREET
LOS ANGELES, CA 90013

WEBSITE: http://www.insurance.ca.gov/

1-800-927-4357 (within California)
1-213-897-8921 (outside California)

SAMPLE-DO NOT DISTRIBUTE

NOTICE FOR RESIDENTS OF THE STATE OF CALIFORNIA

California law provides that for vision insurance, domestic partners of California's residents must be treated the same as spouses. If the certificate does not already have a definition of domestic partner, then the following definition applies:

> **"Domestic Partner** means each of two people, one of whom is an employee of the Policyholder, a resident of California and who have registered as domestic partners or members of a civil union with the California government or another government recognized by California as having similar requirements."

If the certificate already has a definition of domestic partner, that definition will apply to California residents, as long as it recognizes as a domestic partner any person registered as the employee's domestic partner with the California government or another government recognized by California as having similar requirements.

Wherever the term **"Spouse"** appears in this certificate it shall, unless otherwise specified, be read to include Your Domestic Partner.

Wherever the term step-child appears, it is replaced by step-child or child of Your Domestic Partner.

SAMPLE-DO NOT DISTRIBUTE

NOTICE FOR RESIDENTS OF GEORGIA

IMPORTANT NOTICE

The laws of the state of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.

SAMPLE--DO NOT DISTRIBUTE

NOTICE FOR RESIDENTS OF IDAHO

If You have a question concerning Your coverage or a claim, first contact the Policyholder. If, after doing so, You still have a concern, You may call the toll free telephone number shown on the Certificate Face Page.

If You are still concerned after contacting both the Policyholder and MetLife, You should feel free to contact:

Idaho Department of Insurance
Consumer Affairs
700 West State Street, 3rd Floor
PO Box 83720
Boise, Idaho 83720-0043
1-800-721-3272 (for calls placed within Idaho) or 208-334-4250 or www.DOI.Idaho.gov

SAMPLE--DO NOT DISTRIBUTE

NOTICE FOR RESIDENTS OF ILLINOIS

IMPORTANT NOTICE

To make a complaint to MetLife, You may write to:

Davis Vision
Attention: Complaints and Appeals
P.O. Box 791
Latham, NY 12110

The address of the Illinois Department of Insurance is:

Illinois Department of Insurance
Public Services Division
Springfield, Illinois 62767

SAMPLE--DO NOT DISTRIBUTE

NOTICE FOR RESIDENTS OF INDIANA

Questions regarding your policy or coverage should be directed to:

Metropolitan Life Insurance Company
1-833-EYE-LIFE (1-833-393-5433)

If you (a) need the assistance of the government agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance
Consumer Services Division
311 West Washington Street, Suite 300
Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaint can be filed electronically at www.in.gov/idoi

SAMPLE-DO NOT DISTRIBUTE

NOTICE FOR RESIDENTS OF MAINE

You have the right to designate a third party to receive notice if Your insurance is in danger of lapsing due to a default on Your part, such as for nonpayment of a contribution that is due. The intent is to allow reinstatements where the default is due to the insured person's suffering from cognitive impairment or functional incapacity. You may make this designation by completing a "Third-Party Notice Request Form" and sending it to MetLife. Once You have made a designation, You may cancel or change it by filling out a new Third-Party Notice Request Form and sending it to MetLife. The designation will be effective as of the date MetLife receives the form. Call MetLife at the toll-free telephone number shown on the face page of this certificate to obtain a Third-Party Notice Request Form. Within 90 days after cancellation of coverage for nonpayment of premium, You, any person authorized to act on Your behalf , or any covered Dependent may request reinstatement of the certificate on the basis that You suffered from cognitive impairment or functional incapacity at the time of cancellation.

SAMPLE-DO NOT DISTRIBUTE

NOTICE FOR MASSACHUSETTS RESIDENTS

CONTINUATION OF VISION INSURANCE

1. If Your Vision Insurance ends due to a Plant Closing or Covered Partial Closing, such insurance will be continued for 90 days after the date it ends.

2. If Your Vision Insurance ends because:

   - You cease to be in an Eligible Class; or
   - Your employment terminates;

for any reason other than a Plant Closing or Covered Partial Closing, such insurance will continue for 31 days after the date it ends.

Continuation of Your Vision Insurance under the CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT subsection will end before the end of continuation periods shown above if You become covered for similar benefits under another plan.

Plant Closing and **Covered Partial Closing** have the meaning set forth in Massachusetts Annotated Laws, Chapter 151A, Section 71A.

CONTINUATION OF VISION INSURANCE FOR YOUR FORMER SPOUSE

If the judgment of divorce dissolving Your marriage provides for continuation of insurance for Your former Spouse when You remarry, Vision Insurance for Your former Spouse that would otherwise end may be continued.

To continue Vision insurance under this provision:

1. You must make a written request to the employer to continue such insurance;
2. You must make any required premium to the employer for the cost of such insurance.

The request form will be furnished by the Employer.

Such insurance may be continued from the date Your marriage is dissolved until the earliest of the following:

- the date Your former Spouse remarries;
- the date of expiration of the period of time specified in the divorce judgment during which You are required to provide Vision Insurance for Your former Spouse;
- the date coverage is provided under any other group health plan;
- the date Your former Spouse becomes entitled to Medicare;
- the date Vision Insurance under the policy ends for all active employees, or for the class of active employees to which You belonged before Your employment terminated;
- the date of expiration of the last period for which the required premium payment was made; or
- the date such insurance would otherwise terminate under the policy.

If Your former Spouse is eligible to continue Vision Insurance under this provision and any other provision of this Policy, all such continuation periods will be deemed to run concurrently with each other and shall not be deemed to run consecutively.

NOTICE FOR RESIDENTS OF MISSISSIPPI

CLAIMS FOR VISION INSURANCE

Routine Questions on Vision Insurance Claims

If there is any question about a claim payment, an explanation may be requested from MetLife by dialing 1-833-EYE-LIFE (1-833-393-5433).

Initial Determination

If Your claim for Vision Insurance benefits is a Clean Claim and it is approved, benefits will be paid within 25 days after We receive Proof in an electronic form of a covered loss, or within 35 days after receipt of Proof in paper form of a covered loss. Proof includes, but is not limited to, information essential for Us to administer coordination of benefits.

"Clean Claim" means a claim that:

- does not require further information, adjustment or alteration by You or the provider of the services in order to process and pay it;
- does not have any defects;
- does not have any impropriety, including any lack of supporting documentation; and
- does not involve a particular circumstance required special treatment that substantially prevents timely payments from being made on the claim.

A Clean Claim does not include a claim submitted by a provider more than 30 days after the date of service, or if the provider does not submit the claim on Your behalf, a claim submitted more than 30 days after the date the provider bills You. Errors, such as system errors, attributable to the insurer, do not change the clean claim status.

If We do not deny payment of such benefits to You by the end of the 25 day period for clean claims submitted in electronic form, or 35 day period for Clean Claims submitted in paper form, and such benefits remain due and payable to You, interest will accrue on the amount of such benefits at the rate of 3 percent per month until such benefits are finally settled. If We do not pay benefits to You when due and payable, You may bring action to recover such benefits, any interest which has accrued with respect to such benefits and any other damages which may be allowed by law. We will pay benefits when We receive satisfactory Proof of Your claim.

If We are unable to pay a claim for Vision Insurance benefits because additional information or documentation is required, or there is a particular circumstance requiring special treatment, within 25 days after the date We receive the claim if it is submitted in electronic form, or within 35 days after the date MetLife receives the claim if it is submitted in paper form, We will send You notice of what supporting documentation or information is needed. Any claim or portion of a claim for Vision Insurance benefits that is resubmitted with all of the supporting documentation requested in Our notice and becomes payable will be paid to You within 20 days after it is received.

SAMPLE - NOT TO BE DISTRIBUTED

NOTICE FOR RESIDENTS OF MISSISSIPPI

Claim Denial Appeals

If a claim is denied in whole or in part, under the terms of this certificate, a request may be submitted to Us by a Covered Person or a Covered Person's authorized representative for a full review of the denial. A Covered Person may designate any person, including their provider, as their authorized representative. References in this section to "Covered Person" include the Covered Person's authorized representative, where applicable.

Initial Appeal. All requests for review must be made within one hundred eighty (180) calendar days following denial of a claim. A Covered Person may review, during normal business hours, any documents used by Us pertinent to the denial. A Covered Person may also submit Written comments or supporting documentation concerning the claim to assist in Our review. Our response to the initial appeal, including specific reasons for the decision, shall be communicated to the Covered Person within thirty (30) calendar days after receipt of the request for the appeal.

Second Level Appeal. If a Covered Person disagrees with the response to the initial appeal of the denied claim, the Covered Person has the right to a second level appeal. A request for a second level appeal must be submitted to Us within sixty (60) calendar days after receipt of Our response to the initial appeal. We shall communicate Our final determination to the Covered Person within thirty (30) calendar days from receipt of the request, or as required by any applicable state or federal laws or regulations. Our communication to the Covered Person shall include the specific reasons for the determination.

Other Remedies. When a Covered Person has completed the appeals stated herein, additional voluntary alternative dispute resolution options may be available, including mediation or arbitration. Additional information is available from the U.S. Department of Labor or the insurance regulatory agency for the Covered Persons' state of residency. Additionally, under the provisions of ERISA (Section 502(a)(1)(B) 29 U.S.C. 1132(a)(1)(B)), the Covered Person has the right to bring a civil action when all available levels of reviews, including the appeal process, have been completed. ERISA remedies may apply in those instances where the claims were not approved in whole or in part as the result of appeals under this Policy and the Covered Person disagrees with the outcome of such appeals.

Time of Action. No action in law or in equity shall be brought to recover on this Policy prior to the Covered Person exhausting his/her rights under this Policy and/or prior to the expiration of sixty (60) calendar days after the claim and any applicable documentation has been filed with Us. No such action shall be brought after the expiration of any applicable statute of limitations, in accordance with the terms of this Policy. No such action shall be brought after the expiration of three (3) years from the last date that the claim and any applicable invoices were submitted to Us, and no such action shall be brought at all unless brought within three (3) years from the expiration of the time within which such materials are required to be submitted in accordance with the terms of this Policy. If it is determined in such action that We acted in bad faith as evidenced by a repeated or deliberate pattern of failing to pay benefits and/or claims when due, You (or the provider, if You assigned the benefits to the provider) shall be entitled to recover any interest which may accrue plus damages in an amount up to three (3) times the amount of the benefits that remain unpaid until the claim is finally settled or adjudicated.

Insurance Fraud: Any Covered Person who intends to defraud, knowingly facilitates a fraud, submits a claim containing false or deceptive information, or who commits any other similar act as defined by applicable state or federal law, is guilty of insurance fraud. Such an act is grounds for immediate termination of the coverage under this Policy of the Covered Person committing such fraud.

NOTICE FOR NEW HAMPSHIRE RESIDENTS

CONTINUATION OF YOUR VISION INSURANCE

If You are a resident of New Hampshire, Your Vision Insurance may be continued if it ends because Your employment ends unless:

- Your employment ends due to Your gross misconduct;
- this Vision Insurance ends for all employees;
- this Vision Insurance is changed to end Vision Insurance for the class of employees to which You belong;
- You are entitled to enroll in Medicare; or
- Your Vision Insurance ends because You failed to pay the required premium.

The Employer must give You written notice of:

- Your right to continue Your Vision Insurance;
- the amount of premium payment that is required to continue Your Vision Insurance;
- the manner in which You must request to continue Your Vision Insurance and pay premiums; and
- the date by which premium payments will be due.

The premium that You must pay for Your continued Vision Insurance may include:

- any amount that You contributed for Your Vision Insurance before it ended;
- any amount the Employer paid; and
- an administrative charge which will not to exceed two percent of the rest of the premium.

To continue Your Vision Insurance, You must:

- send a written request to continue Your Vision Insurance; and
- pay the first premium within 30 days after the date Your employment ends.

The maximum continuation period will be the longest of:

- 36 months if Your employment ends because You retire, and within 12 months of retirement You have a substantial loss of coverage because the employer files for bankruptcy protection under Title 11 of the United States Code;
- 29 months if You become entitled to disability benefits under Social Security within 60 days of the date Your Employment ends; or
- 18 months.

Your continued Vision Insurance will end on the earliest of the following to occur:

- the end of the maximum continuation period;
- the date this Vision Insurance ends;
- the date this Vision Insurance is changed to end Vision Insurance for the class of employees to which You belong;
- the date You are entitled to enroll for Medicare;
- if You do not pay the required premium to continue Your Vision Insurance; or
- the date You become eligible for coverage under any other group Vision coverage.

NOTICE FOR NEW HAMPSHIRE RESIDENTS (continued)

CONTINUATION OF YOUR DEPENDENT'S VISION INSURANCE

If You are a resident of New Hampshire, Your Vision Insurance for Your Dependents may be continued if it ends because Your employment ends, Your marriage ends in divorce or separation, or You die, unless:

- Your employment ends due to Your gross misconduct;
- this Vision Insurance ends for all Dependents;
- this Vision Insurance is changed, for the class of employees to which You belong, to end Vision Insurance for Dependents;
- the Dependent is entitled to enroll in Medicare; or
- Your Vision Insurance for Your Dependents ends because You fail to pay a required premium.

If Vision Insurance for Your Dependents ends because Your marriage ends in divorce or separation, the party responsible under the divorce decree or separation agreement for payment of premium for continued Vision Insurance must notify the employer, in writing, within 30 days of the date of the divorce decree or separation agreement that the divorce or separation has occurred. If You and Your divorced or separated Spouse share responsibility for payment of the premium for continued Vision Insurance, both You and Your divorced or separated Spouse must provide the notification.

The Employer must give You, or Your former Spouse if You have died or Your marriage has ended, written notice of:

- Your right to continue Your Vision Insurance for Your Dependents;
- the amount of premium payment that is required to continue Your Vision Insurance for Your Dependents;
- the manner in which You or Your former Spouse must request to continue Your Vision Insurance for Your Dependents and pay premiums; and
- the date by which premium payments will be due.

The premium that You or Your former Spouse must pay for continued Vision Insurance for Your Dependents may include:

- any amount that You contributed for Your Vision Insurance before it ended; and
- any amount the Employer paid.

To continue Vision Insurance for Your Dependents, You or Your former Spouse must:

- send a written request to continue Vision Insurance for Your Dependents; and
- must pay the first premium within 30 days of the date Vision Insurance for Your Dependents ends.

If You, and Your former Spouse, if applicable, fail to provide any required notification, or fail to request to continue Vision Insurance for Your Dependents and pay the first premium within the time limits stated in this section, Your right to continue Vision Insurance for Your Dependents will end.

NOTICE FOR NEW HAMPSHIRE RESIDENTS (continued)

CONTINUATION OF YOUR DEPENDENT'S VISION INSURANCE (Continued)

The maximum continuation period will be the longest of the following that applies:

- 36 months if Vision Insurance for Your Dependents ends because Your marriage ends in divorce or separation, except that with respect to a Spouse who is age 55 or older when your marriage ends in divorce or separation the maximum continuation period will end when the divorced or separated Spouse becomes eligible for Medicare or eligible for participation in another employer's group plan;
- 36 months if Vision Insurance for Your Dependents ends because You die, except that with respect to a Spouse who is age 55 or older when You die, the maximum continuation period will end when Your surviving Spouse becomes eligible for Medicare or eligible for participation in another employer's group vision coverage;
- 36 months if Vision Insurance for Your Dependents ends because You become entitled to benefits under Title XVIII of Social Security, except that with respect to a Spouse who is age 55 or older when You become entitled to benefits under Title XVIII of Social Security, the maximum continuation period will end when the divorced or separated Spouse becomes eligible for Medicare or eligible for participation in another employer's group vision coverage;
- 36 months if You become entitled to benefits under Title XVIII of Social Security while You are already receiving continued benefits under this section, except that with respect to a Spouse who is age 55 or older when You first become entitled to continue Your Vision Insurance the maximum continuation period will end when the divorced or separated Spouse becomes eligible for Medicare or eligible for participation in another employer's group vision coverage;
- 36 months with respect to a Dependent Child if Vision Insurance ends because the Child ceases to be a Dependent Child;
- 36 months if Your employment ends because You retire, and within 12 months of retirement You have a substantial loss of coverage because the employer files for bankruptcy protection under Title 11 of the United States Code;
- 29 months if Vision Insurance for Your Dependents ends because Your employment ends, and within 60 days of the date Your employment ends you become entitled to disability benefits under Social Security; or
- 18 months if Vision Insurance for Your Dependents ends because Your employment ends.

A Dependent's continued Vision Insurance will end on the earliest of the following to occur:

- the end of the maximum continuation period;
- the date this Vision Insurance ends;
- the date this Vision Insurance is changed to end Vision Insurance for Dependents for the class of employees to which You belong;
- the date the Dependent becomes entitled to enroll for Medicare;
- if You do not pay a required premium to continue Vision Insurance for Your Dependents; or
- the date the Dependent becomes eligible for coverage under any other group vision coverage.

NOTICE FOR RESIDENTS OF NEW MEXICO

Consumer Complaint Notice

If You are a resident of New Mexico, Your coverage will be administered in accordance with the minimum applicable standards of New Mexico law. If You have concerns regarding a claim, premium, or other matters relating to this coverage, You may file a complaint with the New Mexico Office of Superintendent of Insurance (OSI) using the complaint form available on the OSI website and found at: https://www.osi.state.nm.us/ConsumerAssistance/index.aspx.

SAMPLE-DO NOT DISTRIBUTE

NOTICE FOR RESIDENTS OF ALL STATES

CIVIL UNIONS AND DOMESTIC PARTNERS

The New Jersey Civil Union Act grants Civil Union partners the same benefits, protections and responsibilities that flow from marriage under New Jersey state law. The New Jersey Domestic Partnership Act grants Domestic Partners some of the benefits, protections and responsibilities that flow from marriage under New Jersey state law. However, some or all of the benefits, protections and responsibilities related to health insurance that are available to married persons under federal law may not be available to Civil Union Partners or to Domestic Partners. As a result, Civil Union Partners, Domestic Partners and their families may or may not have access to certain benefits under this notice and the certificate to which it is attached that derive from federal law. You are advised to seek expert advice to determine Your rights under this notice and the certificate to which it is attached.

SAMPLE-DO NOT DISTRIBUTE

NOTICE FOR RESIDENTS OF PENNSYLVANIA

Vision Insurance for a Dependent Child may be continued past the age limit if that Child is a full-time student and insurance ends due to the Child being ordered to active duty (other than active duty for training) for 30 or more consecutive days as a member of the Pennsylvania National Guard or a Reserve Component of the Armed Forces of the United States.

Insurance will continue if such Child:

- re-enrolls as a full-time student at an accredited school, college or university that is licensed in the jurisdiction where it is located;
- re-enrolls for the first term or semester, beginning 60 or more days from the child's release from active duty;
- continues to qualify as a Child, except for the age limit; and
- submits the required Proof of the child's active duty in the National Guard or a Reserve Component of the United States Armed Forces.

Subject to the Date Insurance For Your Dependents Ends subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS, this continuation will continue until the earliest of the date:

- the insurance has been continued for a period of time equal to the duration of the child's service on active duty; or
- the child is no longer a full-time student.

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NOTICE FOR RESIDENTS OF TEXAS

THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.

SAMPLE-DO NOT DISTRIBUTE

VISION INSURANCE: PROCEDURES FOR VISION CLAIMS

NOTICE FOR RESIDENTS OF TEXAS

If You reside in Texas, note the following Procedures for Vision Claims will be followed:

Routine Questions on Vision Insurance Claims

If there is any question about a claim payment, an explanation may be requested from MetLife by dialing 1-833-EYE-LIFE (1-833-393-5433).

Claim Denial Appeals

If a claim is denied in whole or in part, under the terms of this certificate, a request may be submitted to Us by a Covered Person or a Covered Person's authorized representative for a full review of the denial. A Covered Person may designate any person, including their provider, as their authorized representative. References in this section to "Covered Person" include the Covered Person's authorized representative, where applicable.

Initial Appeal. All requests for review must be made within one hundred eighty (180) calendar days following denial of a claim. A Covered Person may review, during normal business hours, any documents used by Us pertinent to the denial. A Covered Person may also submit Written comments or supporting documentation concerning the claim to assist in Our review. Our response to the initial appeal, including specific reasons for the decision, shall be communicated to the Covered Person within thirty (30) calendar days after receipt of the request for the appeal.

Second Level Appeal. If a Covered Person disagrees with the response to the initial appeal of the denied claim, the Covered Person has the right to a second level appeal. A request for a second level appeal must be submitted to Us within sixty (60) calendar days after receipt of Our response to the initial appeal. We shall communicate Our final determination to the Covered Person within thirty (30) calendar days from receipt of the request, or as required by any applicable state or federal laws or regulations. Our communication to the Covered Person shall include the specific reasons for the determination.

Other Remedies. When a Covered Person has completed the appeals stated herein, additional voluntary alternative dispute resolution options may be available, including mediation or arbitration. Additional information is available from the U.S. Department of Labor or the insurance regulatory agency for the Covered Persons' state of residency. Additionally, under the provisions of ERISA (Section 502(a)(1)(B) 29 U.S.C. 1132(a)(1)(B)), the Covered Person has the right to bring a civil action when all available levels of reviews, including the appeal process, have been completed. ERISA remedies may apply in those instances where the claims were not approved in whole or in part as the result of appeals under this Policy and the Covered Person disagrees with the outcome of such appeals.

Time of Action. No action in law or in equity shall be brought to recover on this Policy prior to the Covered Person exhausting his/her rights under this Policy and/or prior to the expiration of sixty (60) calendar days after the claim and any applicable documentation has been filed with Us. No such action shall be brought after the expiration of any applicable statute of limitations, in accordance with the terms of this Policy. No such action shall be brought after the expiration of three (3) years from the last date that the claim and any applicable invoices were submitted to Us, and no such action shall be brought at all unless brought within three (3) years from the expiration of the time within which such materials are required to be submitted in accordance with the terms of this Policy.

Insurance Fraud: Any Covered Person who intends to defraud, knowingly facilitates a fraud, submits a claim containing false or deceptive information, or who commits any other similar act as defined by applicable state or federal law, is guilty of insurance fraud. Such an act is grounds for immediate termination of the coverage under this Policy of the Covered Person committing such fraud.

NOTICE FOR RESIDENTS OF UTAH

Notice of Protection Provided by
Utah Life and Health Insurance Guaranty Association

This notice provides a brief summary of the Utah Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Utah law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, health, or annuity insurance company becomes financially unable to meet its obligations and is taken over by its insurance regulatory agency. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Utah law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association are:

- Life Insurance
  - o $500,000 in death benefits
  - o $200,000 in cash surrender or withdrawal values
- Health Insurance
  - o $500,000 in hospital, medical and surgical insurance benefits
  - o $500,000 in long-term care insurance benefits
  - o $500,000 in disability income insurance benefits
  - o $500,000 in other types of health insurance benefits
- Annuities
  - o $250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is $500,000. Special rules may apply with regard to hospital, medical and surgical insurance benefits.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. Coverage is conditioned on residency in this state and there are substantial limitations and exclusions. For a complete description of coverage, consult Utah Code, Title 3 IA, Chapter 28.

Insurance companies and agents are prohibited by Utah law to use the existence of the Association or its coverage to encourage you to purchase insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between Utah law and this notice, Utah law will control.

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at www.utlifega.org or contact:

Utah Life and Health Insurance Guaranty Assoc.
60 East South Temple, Suite 500
Salt Lake City UT 84111
(801) 320-9955

Utah Insurance Department
3110 State Office Building
Salt Lake City UT 84114-6901
(801) 538-3800

A written complaint about misuse of this Notice or the improper use of the existence of the Association may be filed with the Utah Insurance Department at the above address.

NOTICE TO RESIDENTS OF VIRGINIA

IMPORTANT INFORMATION REGARDING YOUR INSURANCE

In the event You need to contact someone about this insurance for any reason please contact Your agent. If no agent was involved in the sale of this insurance, or if You have additional questions You may contact the insurance company issuing this insurance at the following address and telephone number:

Davis Vision
Attention: Complaints and Appeals
P.O. Box 791
Latham, NY 12110

To phone in a claim related question, You may call Claims Customer Service at:
1-833-EYE-LIFE (1-833-393-5433)

If You have any questions regarding an appeal or grievance concerning the vision services that You have been provided that have not been satisfactorily addressed by this Vision Insurance, You may contact the Virginia Office of the Managed Care Ombudsman for assistance.

The Office of the Managed Care Ombudsman
Bureau of Insurance
P.O. Box 1157
Richmond, VA 23218-1157
1-804-371-9691 - phone
1-877-310-6560 - toll-free
1-804-371-9944 - fax
www.scc.virginia.gov - web address
ombudsman@scc.virginia.gov - email

Or:

Office of Licensure and Certification
Division of Acute Care Services
Virginia Department of Health
9960 Mayland Drive
Suite 401
Henrico, Virginia 23233-1463
Phone number: 1-800-955-1819/ local: 804-367-2106
Fax: (804) 527-4503
MCHIP@vdh.virginia.gov

Written correspondence is preferable so that a record of Your inquiry is maintained. When contacting Your agent, company or the Bureau of Insurance, have Your policy number available.

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NOTICE TO RESIDENTS OF VIRGINIA (continued)

VISION INSURANCE: PROCEDURES FOR VISION CLAIMS

Routine Questions on Vision Insurance Claims

If there is any question about a claim payment, an explanation may be requested from MetLife by dialing 1-833-EYE-LIFE (1-833-393-5433).

Claim Denial Appeals

If a claim is denied in whole or in part, under the terms of this certificate, a request may be submitted to Us by a Covered Person or a Covered Person's authorized representative for a full review of the denial. A Covered Person may designate any person, including their provider, as their authorized representative. References in this section to "Covered Person" include the Covered Person's authorized representative, where applicable.

Initial Appeal. All requests for review must be made within one hundred eighty (180) calendar days following denial of a claim. A Covered Person may review, during normal business hours, any documents used by Us pertinent to the denial. A Covered Person may also submit Written comments or supporting documentation concerning the claim to assist in Our review. Our response to the initial appeal, including specific reasons for the decision, shall be communicated to the Covered Person within thirty (30) calendar days after receipt of the request for the appeal.

Second Level Appeal. If a Covered Person disagrees with the response to the initial appeal of the denied claim, the Covered Person has the right to a second level appeal. A request for a second level appeal must be submitted to Us within sixty (60) calendar days after receipt of Our response to the initial appeal. We shall communicate Our final determination to the Covered Person within thirty (30) calendar days from receipt of the request, or as required by any applicable state or federal laws or regulations. Our communication to the Covered Person shall include the specific reasons for the determination.

Other Remedies. When a Covered Person has completed the appeals stated herein, additional voluntary alternative dispute resolution options may be available, including mediation or arbitration. Additional information is available from the U.S. Department of Labor or the insurance regulatory agency for the Covered Persons' state of residency. Additionally, under the provisions of ERISA (Section 502(a)(1)(B) 29 U.S.C. 1132(a)(1)(B)), the Covered Person has the right to bring a civil action when all available levels of reviews, including the appeal process, have been completed. ERISA remedies may apply in those instances where the claims were not approved in whole or in part as the result of appeals under this Policy and the Covered Person disagrees with the outcome of such appeals.

Time of Action. No action in law or in equity shall be brought to recover on this Policy prior to the Covered Person exhausting his/her rights under this Policy and/or prior to the expiration of sixty (60) calendar days after the claim and any applicable documentation has been filed with Us. No such action shall be brought after the expiration of any applicable statute of limitations, in accordance with the terms of this Policy. No such action shall be brought after the expiration of three (3) years from the last date that the claim and any applicable invoices were submitted to Us, and no such action shall be brought at all unless brought within three (3) years from the expiration of the time within which such materials are required to be submitted in accordance with the terms of this Policy.

Insurance Fraud: Any Covered Person who intends to defraud, knowingly facilitates a fraud, submits a claim containing false or deceptive information, or who commits any other similar act as defined by applicable state or federal law, is guilty of insurance fraud. Such an act is grounds for immediate termination of the coverage under this Policy of the Covered Person committing such fraud.

NOTICE FOR RESIDENTS OF WISCONSIN

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? - If You are having problems with Your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve Your problem.

Davis Vision
Attention: Complaints and Appeals
P.O. Box 791
Latham, NY 12110
1-833-EYE-LIFE (1-833-393-5433)

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by contacting:

Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873
1-800-236-8517 outside of Madison or 608-266-0103 in Madison.

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SCHEDULE OF BENEFITS

This schedule shows the benefits that are available under the Group Policy. You and Your Dependents are only covered for insurance:

- for which You become and remain eligible;
- which You elect, if subject to election; and
- which are in effect.

In addition, You are eligible for Dependent Insurance only while You have Dependents who qualify.

BENEFIT	BENEFIT AMOUNTS AND HIGHLIGHTS
Provider Network:	**Davis Vision National Network**

Vision Insurance For You and Your Dependents

	Exam	Lenses	Frame	Contacts
Service Interval	12 months	12 months	12 months	12 months

	In-Network	Out-of-Network
Exam Co-Payment *Co-Payment shall not apply to Retinal Imaging*	$0	$0
Materials Co-Payment *Co-Payment shall not apply to Contact Lenses*	$0	$0

	In-Network Coverage (Using an In-Network Vision Provider)	Out-of-Network Coverage (Using an Out-of-Network Vision Provider)
EYE EXAMINATION (one per frequency)	Covered in full after any applicable Co-Payment Comprehensive examination of visual functions and prescription of corrective eyewear.	$40 allowance after any applicable Co-Payment Comprehensive examination of visual functions and prescription of corrective eyewear.
LOW VISION Low Vision Services means the evaluation, diagnosis and prescription of Low Vision devices by an eyecare professional who specializes in low vision rehabilitation. Low Vision evaluation does not include orthoptics or vision training. It includes the initial Low Vision evaluation and follow-up visits	**Comprehensive Evaluation** $300 Allowance once every 60 months **Follow-up Evaluation** $100 Allowance for each follow-up visit up to four times every 60 months **Low Vision Aids** $600 Allowance per aid, $1,200 lifetime maximum	**Comprehensive Evaluation** $300 Allowance once every 60 months **Follow-up Evaluation** $100 Allowance for each follow-up visit up to four times every 60 months **Low Vision Aids** $600 Allowance per aid, $1,200 lifetime maximum

SCHEDULE OF BENEFITS (continued)

	In-Network Coverage (Using an In-Network Vision Provider)	Out-of-Network Coverage (Using an Out-of-Network Vision Provider)	
RETINAL IMAGING	Covered in full with a Co-Payment not to exceed $39. Coverage for retinal imaging is an enhancement to eye examination. Retinal imaging is not available at all provider locations – contact your In-Network Vision Provider to see if this technology (or equipment or service) is available.	Applied to the allowance for the eye examination	
STANDARD CORRECTIVE LENSES	Covered in full after any applicable Co-Payment Lenses (Single, Lined Bifocal, Lined Trifocal or Lenticular)	Single Vision	$40 allowance
		Lined Bifocal	$60 allowance
		Lined Trifocal	$80 allowance
		Lenticular	$100 allowance

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SCHEDULE OF BENEFITS (continued)

	In-Network Coverage (Using an In-Network Vision Provider)		Out-of-Network Coverage (Using an Out-of-Network Vision Provider)
STANDARD LENS OPTIONS	Standard Polycarbonate (child up to age 18)	Covered in full (Placeholder for co-pay waived)	Applied to the allowance for the applicable corrective lens
These lens options are available with a "not to exceed" pricing/maximum member out of pocket amount.[1]	Tints/Dyes – Solid	Covered in full	Applied to the allowance for the applicable corrective lens
	Tints/Dyes – Gradient	Covered in full	
	Progressive – Standard	$50	$60 allowance
	Progressive – Premium	$90	
	Progressive – Ultra	$140	
	Progressive – Ultimate	$175	
	Ultra Violet Coating	$12	Applied to the allowance for the applicable corrective lens
	Standard Polycarbonate (adult)	$30 (Placeholder for co-pay waived)	
	Scratch Resistant Coating	Covered in full	
	Anti-Reflective Coating	Tier 1 - $35 Tier 2 - $48 Tier 3 - $60 Tier 4 - $85	
	Photochromic	$65	
	Blue Light Filtering	$15	
	Digital Single Vision	$30	
	Polarized	$75	
	High Index (1.67/1.74)	$55/$120	
FRAMES			
DAVIS VISION NETWORK COLLECTION **Fashion:** **Designer:** **Premier:**	Covered in full Covered in full Covered in full after $25 Co-Payment		Not Applicable
NON-COLLECTION	Covered up to a $130 allowance after any applicable Co-Payment		$50 allowance after any applicable Co-Payment
CONTACT LENSES			

SCHEDULE OF BENEFITS (continued)

FITTING AND EVALUATION COLLECTION ONLY	**Standard and Premium Fit:** Covered in full	Not Applicable
ELECTIVE COLLECTION **Planned Replacement:** **Disposable:**	Covered in full 2 boxes 4 boxes Contact lenses are provided in place of lens and frame benefits available herein.	Not Applicable
NON-COLLECTION	$130 allowance Additional $50 allowance at Visionworks Contact lenses are provided in place of lens and frame benefits available herein.	$105 allowance Contact lenses are provided in place of lens and frame benefits available herein.
NECESSARY	**Covered in full** Necessary contact lenses are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's In-Network Vision Provider. Contact lenses are provided in place of lens and frame benefits available herein.	$225 allowance Necessary contact lenses are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's In-Network Vision Provider. Contact lenses are provided in place of lens and frame benefits available herein.

[1] Not all providers participate in vision program discounts, including the member out-of-pocket features. Call your provider prior to scheduling an appointment to confirm if the discount and member out-of-pocket features are offered at that location. Discounts and member out-of-pocket are not insurance and subject to change without notice.

Commented [WA4]: Spreadsheets says CIF but I didn't see this in in HMIG cert. Do we need to make reference to CIF here or just the number of boxes for Planned vs. Disposable?

Commented [BM5R4]: The original cert has a column for Collection Contacts, which are CIF for the 2 boxes / 4 boxes. These are not covered OON, which looks correct here.

Commented [WA6R4]: I added Covered in full at the top in the Collection section before we indicate number of boxes. Is that how we want it to read?

Commented [KE7]: Elective contact lens section needs to be customized to match HMIG certificate

Commented [WA15]: Should this language stay or be removed?

Commented [BM16R15]: Frankly, I'd rather see it in the far left column once rather than in both the INN and OON columns. (Same with Elective above and Necessary below).

Commented [KE17]: Elective contact lens section needs to be customized to match HMIG certificate

Commented [WA8]: HMIG cert and spreadsheet say visionworks is $180 allowance. Using the language that we drafted for additional $50 visionworks for frames.

Commented [BM9R8]: Looks good

Commented [WA10]: Should this language stay or be removed?

Commented [BM11R10]: What do our current VSP certs do?

Commented [WA12R10]: We don't have Collection/Non-Collection language in our VSP certs. I will leave it in so it mimics the Collection language.

Commented [BM13R10]: OK, sounds good

Commented [KE14]: Elective contact lens section needs to be customized to match HMIG certificate

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SCHEDULE OF BENEFITS (continued)

Value-Added Features Available At In-Network Vision Providers (These features are not insurance.)	
REFRACTIVE SURGERY DISCOUNT	Savings of 40% - 50% off the national average price of Refractive Surgery are available at over 1,000 locations across our nationwide network of laser vision correction providers.
ADDITIONAL PAIR DISCOUNTS	Members may receive 50% off of additional complete pairs of eyeglasses and sunglasses at Visionworks and 30% off at other participating providers on the same transaction. Otherwise, a 20% discount off the providers usual and customary rate may be available. Contact lenses may be available at a 10% discount.
ADDITIONAL SAVINGS ON LENS ENHANCEMENTS	Average 20-25% savings on all lens enhancements not otherwise covered under the MetLife Vision Insurance program. [2]
ADDITIONAL SAVINGS ON FRAMES	20% off any amount over your frames allowance. [2]
BREAKAGE WARRANTY	All eyeglasses come with a breakage warranty for repair or replacement of the frame and/or lenses for a period of one year from the date of delivery. The one-year breakage warranty applies to all plan-covered eyeglasses (i.e., all spectacle lenses, Davis Vision Exclusive Collection frames and national retailer frames, where our Exclusive Collection is not displayed). Warranty does not apply to Glasses.com
ADDITIONAL SAVINGS ON CONTACTS	15% off any amount over your contact lens allowance. [2] 15% discount on additional contacts. [2]

[2] These features may not be available in all states and with all In-Network Vision Providers. Please check with Your In-Network Vision Provider.

SAMPLE-DO NOT USE

DEFINITIONS

As used in this certificate, the terms listed below will have the meanings set forth below. When defined terms are used in this certificate, they will appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning.

Terms that mean or refer to a marital relationship, or that may be construed to mean or refer to a marital relationship, such as "marriage", "spouse", "husband", "wife", "dependent", "relative," "survivor", "immediate family", and any other such terms include the relationship created by a Civil Union as described under the New Jersey Civil Union Act and also include a Domestic Partnership.

Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage", "divorce decree", "termination of marriage", and any other such terms include the inception or dissolution of a Civil Union or Domestic Partnership.

Terms that mean or refer to family relationships arising from a marriage, such as "family", "immediate family", "dependent", "children", "relative", "survivor", and any other such terms include family relationships created by a Civil Union or Domestic Partnership. For example, the term "stepchild" includes the child of a Civil Union Partner or the child of a Domestic Partner.

Actively at Work or Active Work means that You are performing all of the usual and customary duties of Your job on a Full-Time basis. This must be done at:

- the Policyholder's place of business;
- an alternate place approved by the Policyholder; or
- a place to which the Policyholder's business requires You to travel.

You will be deemed to be Actively at Work during weekends or Policyholder approved vacations, holidays or business closures if You were Actively at Work on the last scheduled work day preceding such time off.

Anisometropia means a condition of unequal refractive state of the two eyes, one eye requiring a different lens correction than the other.

Child means the following: (for residents of Alaska, Louisiana, Minnesota, Montana, New Hampshire, New Mexico, Texas, Utah and Washington, the Child Definition is modified as explained in the notice pages of this certificate - please consult the Notice)

Your natural or adopted child; Your stepchild (including the child of a Civil Union Partner or a Domestic Partner); or a child who resides with and is fully supported by You; and who, in each case, is under age 26 and unmarried.

The definition of Child includes newborns.

An adopted child includes a child placed in Your physical custody for purpose of adoption. If prior to completion of the legal adoption the child is removed from Your custody, the child's status as an adopted child will end.

If You provide Us notice, a Child also includes a child for whom You must provide Vision Insurance due to a Qualified Medical Child Support Order as defined in the United States Employee Retirement Income Security Act of 1974 as amended.

The term includes an Employee's Child who is incapable of self-sustaining employment because of a mental or physical disability as defined by applicable law, and has been so disabled continuously since a date before the Child reached the limiting age and who otherwise qualifies as a Child except for the age limit.

For the purposes of determining who may become covered for insurance, the term does not include any person who:

- is on active duty in the military of any country or international authority; however, active duty for this purpose does not include weekend or summer training for the reserve forces of the United States, including the National Guard; or
- is insured under the Group Policy as an employee.

DEFINITIONS (continued)

Civil Union means the legally recognized union of two individuals of the same sex entered into in New Jersey pursuant to the New Jersey Civil Union Act. It also includes a same-sex relationship entered into outside of New Jersey which is valid under the laws of the jurisdiction under which the same-sex relationship is created.

Contributory Insurance means insurance for which the Policyholder requires You to pay any part of the premium.

Contributory Insurance includes: Vision Insurance for You and Vision Insurance for Your Dependents.

Co-Payment or Co-Pay means a fixed dollar amount for which We are not responsible, as shown in the Schedule of Benefits. You must pay Your Co-Payment at the time services are rendered or materials ordered.

Covered Person(s) means an Employee and/or a Dependent covered under this Certificate.

Covered Services and Materials mean a vision service or materials used to treat Your or Your Dependent's vision condition which is:

- prescribed or performed by a Vision Provider while such person is insured for Vision Insurance;
- Necessary to treat the condition; and
- described in the SCHEDULE OF BENEFITS or VISION INSURANCE: DESCRIPTION OF COVERED SERVICES AND MATERIALS sections of this certificate.

Dependent(s) means Your Spouse, Civil Union Partner or Domestic Partner and/or Child.

Domestic Partner means each of two people, one of whom is an employee of the Policyholder, who:

- have registered as each other's domestic partner or reciprocal beneficiary with a government agency where such registration is available or who are in a same-sex relationship from another jurisdiction which provides some, but not all of the rights and obligations of marriage; or
- are of the same or opposite sex and have a mutually dependent relationship so that each has an insurable interest in the life of the other. Each person must be:

    1. 18 years of age or older;
    2. unmarried;
    3. the sole domestic partner of the other;
    4. sharing a primary residence with the other; and
    5. not related to the other in a manner that would bar their marriage in the jurisdiction in which they reside.

  A Domestic Partner declaration attesting to the existence of an insurable interest in one another's lives must be completed and Signed by the employee.

Full-Time means Active Work of at least 30 hours per week on the Policyholder's regular work schedule for the eligible class of employees to which You belong.

Commented [WA18]: Changed to 30 hours to go out with this as default/standard

In-Network Vision Provider means an optometrist, ophthalmologist, or optician licensed and otherwise qualified to practice vision care and/or provide vision care materials who is contracted to provide Plan Benefits to Covered Persons of MetLife and accepts reimbursement at the negotiated rate.

Keratoconus means a development or dystrophic deformity of the cornea in which it becomes cone shaped due to a thinning and stretching of the tissue in its central area.

Maximum Benefit Allowance means the maximum amount We will allow for Covered Services and Materials provided by a Vision Provider.

DEFINITIONS (continued)

Necessary means Covered Services and Materials that are necessary and meet with professionally recognized standards of practice. The fact that a Vision Provider may prescribe, order, recommend or approve a service or material does not, in itself, make it medically necessary, or make it a Covered Service and Material even though it is listed in the Group Policy or the Benefit Schedule as Covered Service and Material.

Out-of-Network Vision Provider/Non-Network Vision Provider means any optometrist, optician, ophthalmologist or other licensed and qualified vision care provider who has not contracted to provide vision care services and/or vision care materials to Covered Persons of MetLife.

Plan or Plan Benefits means the vision care services and vision care materials which a Covered Person is entitled to receive by virtue of coverage under this Certificate.

Progressive Lens means a multifocal lens that makes the transition from distance to near vision by a gradual, progressive addition of power. The result is a lens with a seamless appearance.

Proof means Written evidence satisfactory to Us that a person has satisfied the conditions and requirements for any benefit described in this certificate. When a claim is made for any benefit described in this certificate, Proof must establish:

- the nature and extent of the loss or condition;
- Our obligation to pay the claim; and
- the claimant's right to receive payment.

Proof must be provided at the claimant's expense.

Service Interval or Frequency means a period of consecutive months, as shown in the SCHEDULE OF BENEFITS, in which You or Your Dependent may receive Covered Services and Materials. This period starts on Your or Your Dependent's effective date of coverage. A subsequent service interval starts after vision services or materials are received. Once Covered Services and Materials are received during any service interval, additional services are not covered during the same service interval and are subject to an additional charge.

Signed means any symbol or method executed or adopted by a person with the present intention to authenticate a record, which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

Spouse means Your lawful spouse or, Civil Union Partner, or Domestic Partner.

For the purposes of determining who may become covered for insurance, the term does not include any person who:

- is on active duty in the military of any country or international authority; however, active duty for this purpose does not include weekend or summer training for the reserve forces of the United States, including the National Guard; or
- is insured under the Group Policy as an employee.

For Texas residents **Spouse** means the following:

Spouse means Your lawful spouse. Wherever the term "Spouse" appears in the certificate it shall, unless otherwise specified, be read to include Your Domestic Partner.

Vision Provider means an eye care professional who is an optometrist, ophthalmologist, or registered dispensing optician, who:

- Is licensed as such by the proper authorities in the jurisdiction where such services are performed;
- Is acting within the scope of such license.

DEFINITIONS (continued)

We, Us and **Our** mean MetLife.

Written or **Writing** means a record which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

Year or **Yearly**, for Vision Insurance, means the 12 month period that begins January 1.

You and **Your** mean an employee who is insured under the Group Policy for the insurance described in this certificate.

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ELIGIBILITY PROVISIONS: INSURANCE FOR YOU

ELIGIBLE CLASS(ES)

All Full-Time employees of the Policyholder.

DATE YOU ARE ELIGIBLE FOR INSURANCE

You may only become eligible for the insurance available for Your eligible class as shown in the SCHEDULE OF BENEFITS.

If You are in an eligible class on May 1, 2022, You will be eligible for the insurance described in this certificate on that date.

If You enter an eligible class after May 1, 2022, You will be eligible for insurance on the date You enter that class.

ENROLLMENT PROCESS FOR VISION INSURANCE

If You are eligible for insurance, You may enroll for such insurance by completing the required form in Writing. If You enroll for Contributory Insurance, You must also give the Policyholder Written permission to deduct premiums from Your pay for such insurance. You will be notified by the Policyholder how much You will be required to contribute.

The Vision Insurance has a regular enrollment period established by the Policyholder. Subject to the rules of the Group Policy, You may enroll for Vision Insurance only when You are first eligible, during an annual enrollment period or if You have a Qualifying Event. You should contact the Policyholder for more information regarding the flexible benefits plan.

DATE YOUR INSURANCE TAKES EFFECT

Enrollment When First Eligible

If You complete the enrollment process within 31 days of becoming eligible for insurance, such insurance will take effect on the date You become eligible, provided You are Actively at Work on that date.

If You are not Actively at Work on the date the insurance would otherwise take effect, the insurance will take effect on the day You resume Active Work.

If You Do Not Enroll When First Eligible

If You do not complete the enrollment process within 31 days of becoming eligible, You will not be able to enroll for insurance until the next enrollment period for Vision Insurance, as determined by the Policyholder, following the date You first become eligible. At that time You will be able to enroll for insurance for which You are then eligible.

Enrollment During An Annual Enrollment Period

During any annual enrollment period as determined by the Policyholder, You may enroll for insurance for which You are eligible. The changes to Your insurance made during an enrollment period will take effect on the first day of the month following the enrollment period, if You are Actively at Work on that date.

If You are not Actively at Work on the date the insurance would otherwise take effect, insurance will take effect on the date You resume Active Work.

Commented [KE19]: Customize

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)

Enrollment Due to a Qualifying Event

You may enroll for insurance for which You are eligible between annual enrollment periods only if You have a Qualifying Event.

If You have a Qualifying Event, You will have 31 days from the date of that change to make a request. This request must be consistent with the nature of the Qualifying Event. The insurance enrolled for, or changes to Your insurance made as a result of a Qualifying Event, will take effect on the first day of the month following the date of Your request, if You are Actively at Work on that date.

If You are not Actively at Work on the date the insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

Qualifying Event includes:

- marriage; or
- the birth, adoption or placement for adoption of a dependent child; or
- divorce, legal separation or annulment; or
- the death of a dependent; or
- a change in Your or Your dependent's employment status, such as beginning or ending employment, strike, lockout, taking or ending a leave of absence, changes in worksite or work schedule, if it causes You or Your dependent to gain or lose eligibility for group coverage.

DATE YOUR INSURANCE ENDS

Your insurance will end on the earliest of:

1. the date the Group Policy ends;
2. the date insurance ends for Your class;
3. the last day of the calendar month in which You cease to be in an eligible class;
4. the end of the period for which the last premium has been paid for You;
5. the last day of the calendar month in which Your employment ends, Your employment will end if You cease to be Actively at Work in any eligible class, except as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT; or
6. the last day of the calendar month in which You retire in accordance with the Policyholder's retirement plan.

In certain cases insurance may be continued as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT.

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ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS

ELIGIBLE CLASS(ES) FOR DEPENDENT INSURANCE

All Full-Time employees of the Policyholder.

DATE YOU ARE ELIGIBLE FOR DEPENDENT INSURANCE

You may only become eligible for the Dependent insurance available for Your eligible class as shown in the SCHEDULE OF BENEFITS.

If You are in an eligible class on May 1, 2022, You will be eligible for Dependent insurance on the later of:

1. May 1, 2022; and
2. the date You obtain a Dependent.

If You enter an eligible class after May 1, 2022, You will be eligible for Dependent insurance on the later of:

1. the date You enter a class eligible for insurance; and
2. the date You obtain a Dependent.

No person may be insured as a Dependent of more than one employee.

ENROLLMENT PROCESS FOR DEPENDENT VISION INSURANCE

If You are eligible for Dependent Insurance, You may enroll for such insurance by completing the required form in Writing for each Dependent to be insured. If You enroll for Contributory Insurance, You must also give the Policyholder Written permission to deduct premiums from Your pay for such insurance. You will be notified by the Policyholder how much You will be required to contribute.

In order to enroll for Vision Insurance for Your Dependents, You must either (a) already be enrolled for Vision Insurance for You or (b) enroll at the same time for Vision Insurance for You.

The Vision Insurance has a regular enrollment period established by the Policyholder. Subject to the rules of the Group Policy, You may enroll for Dependent Vision Insurance only when You are first eligible, during an enrollment period or if You have a Qualifying Event. You should contact the Policyholder for more information regarding the flexible benefits plan.

DATE VISION INSURANCE TAKES EFFECT FOR YOUR DEPENDENTS

Enrollment When First Eligible

If You complete the enrollment process within 31 days of becoming eligible for Dependent Insurance, such insurance will take effect on the date You become eligible, provided You are Actively at Work on that date.

If You are not Actively at Work on the date the insurance would otherwise take effect, the insurance will take effect on the day You resume Active Work.

If You Do Not Enroll When First Eligible

If You do not complete the enrollment process within 31 days of becoming eligible, You will not be able to enroll for Dependent Insurance until the next enrollment period for Vision Insurance, as determined by the Policyholder, following the date You first become eligible. At that time You will be able to enroll for insurance for which You are then eligible.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS (continued)

Enrollment During An Annual Enrollment Period

During any enrollment period as determined by the Policyholder, You may enroll for Dependent Insurance for which You are eligible. The changes to Your Dependent Insurance made during an enrollment period will take effect on the first day of the month following the enrollment period, if You are Actively at Work on that date.

If You are not Actively at Work on the date the insurance would otherwise take effect, insurance will take effect on the date You resume Active Work.

Enrollment Due to a Qualifying Event

You may enroll for Dependent Insurance for which You are eligible between annual enrollment periods only if You have a Qualifying Event.

If You have a Qualifying Event, You will have 31 days from the date of that change to make a request. This request must be consistent with the nature of the Qualifying Event. The insurance enrolled for or changes to Your insurance made as a result of a Qualifying Event will take effect on the first day of the month following the date of Your request, if You are Actively at Work on that date.

If You are not Actively at Work on the date the insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

Qualifying Event includes:

- marriage;
- the birth, adoption or placement for adoption of a dependent child;
- divorce, legal separation or annulment;
- the death of a dependent;
- a change in Your or Your dependent's employment status, such as beginning or ending employment, strike, lockout, taking or ending a leave of absence, changes in worksite or work schedule, if it causes You or Your dependent to gain or lose eligibility for group coverage;

Once You have enrolled one Child for Dependent Insurance, each succeeding Child will automatically be insured for such insurance on the date the Child qualifies as a Dependent.

SAMPLE-NOT FOR DISTRIBUTION

ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS (continued)

DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS

A Dependent's insurance will end on the earliest of:

1. the date You die;
2. the date Vision Insurance for You ends;
3. the date the Group Policy ends;
4. the last day of the calendar month in which You cease to be in an eligible class;
5. the date insurance for Your Dependents ends under the Group Policy;
6. the date insurance for Your Dependents ends for Your class;
7. the last day of the calendar month in which Your employment ends; Your employment will end if You cease to be Actively at Work in any eligible class, except as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT;
8. the end of the period for which the last premium has been paid;
9. the last day of the calendar month the person ceases to be a Dependent; or
10. the last day of the calendar month in which You retire in accordance with the Policyholder's retirement plan.

In certain cases insurance may be continued as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT.

SAMPLE-DO NOT DISTRIBUTE

CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT

FOR MENTALLY OR PHYSICALLY HANDICAPPED CHILDREN

Insurance for a Dependent Child may be continued past the age limit if the child is incapable of self-sustaining employment because of a mental or physical handicap as defined by applicable law. Proof of such handicap must be sent to Us within 31 days after the date the Child attains the age limit and at reasonable intervals after such date.

Subject to the DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS, insurance will continue while such Child:

- remains incapable of self-sustaining employment because of a mental or physical handicap; and
- continues to qualify as a Child, except for the age limit.

FOR FAMILY AND MEDICAL LEAVE

Certain leaves of absence may qualify for continuation of insurance under the Family and Medical Leave Act of 1993 (FMLA), or other legally mandated leave of absence or similar laws. Please contact the Policyholder for information regarding such legally mandated leave of absence laws.

COBRA CONTINUATION FOR VISION INSURANCE

If Vision Insurance for You or a Dependent ends, You or Your Dependent may qualify for continuation of such insurance under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (COBRA). Please refer to the COBRA section of Your summary plan description or contact the Policyholder for information regarding continuation of insurance under COBRA.

AT THE POLICYHOLDER'S OPTION

The Policyholder has elected to continue insurance by paying premiums for employees who cease Active Work in an eligible class for any of the reasons specified below. If Your insurance is continued, insurance for Your Dependents may also be continued.

Insurance will continue for the following periods:

1. for the period You cease Active Work in an eligible class due to layoff, up to 3 months;
2. for the period You cease Active Work in an eligible class due to any other Policyholder approved leave of absence, up to 3 months;
3. for the period You cease Active Work in an eligible class due to injury or sickness, up to 6 months.

Commented [WA20]: Update to 6 months per client's requirement that change was made to default benefits as standard

At the end of any of the continuation periods listed above, Your insurance will be affected as follows:

- if You resume Active Work in an eligible class at this time, You will continue to be insured under the Group Policy;
- if You do not resume Active Work in an eligible class at this time, Your employment will be considered to end and Your insurance will end in accordance with the DATE YOUR INSURANCE ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOU.

If Your insurance ends, Your Dependents' insurance will also end in accordance with the DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS.

VISION INSURANCE

Benefits are available for Covered Services and Materials provided by either In-Network Vision Providers or Out-of-Network Vision Providers. However, You may be able to reduce Your out-of-pocket costs by using In-Network Vision Providers because Out-of-Network Vision Providers have not entered into an agreement to limit their charges. You are always free to receive services from any Vision Provider. You do not need any authorization from Us before seeing a Vision Provider.

In-Network Vision Providers have agreed to provide Covered Services and Materials as listed in the SCHEDULE OF BENEFITS.

If You or a Dependent incur a charge for Covered Services and Materials from an Out-of-Network Vision Provider, Proof of such service must be sent to Us. When We receive such Proof, We will review the claim and if We approve it, will pay the insurance in effect on the date that service was completed.

The benefits available under this Vision Insurance are set forth on the SCHEDULE OF BENEFITS. In addition to the Co-Payment, if applicable, You may be responsible for:

- the cost of any services or materials that are not Covered Services and Materials; and
- the cost of any service or material that is in excess of the Maximum Benefit Allowance listed on the SCHEDULE OF BENEFITS.

We do not provide vision services. Whether or not benefits are available for a particular service does not mean You should or should not receive the service. You and Your Vision Provider have the right and are responsible at all times for choosing the course of treatment and services to be performed.

When requesting Covered Services and Materials from an In-Network Vision Provider, We recommend that You confirm that the Vision Provider is currently an In-Network Vision Provider at the time that the Covered Services and Materials are provided.

You can obtain a customized listing of MetLife's In-Network Vision Providers either by calling 1-833-EYE-LIFE (1-833-393-5433) or by visiting Our website at www.metlife.com/mybenefits.

PLAN BENEFITS

We will pay benefits for charges incurred by You or a Dependent for Covered Services and Materials as shown in the SCHEDULE OF BENEFITS, subject to the conditions set forth in this certificate.

If You receive Covered Services and Materials from an In-Network Vision Provider, We will pay the provider directly for all covered benefits.

If You or Your Dependent receive Covered Services and Materials from an Out-of-Network Vision Provider, and You assign payment of Vision Insurance benefits to Your or Your Dependent's Vision Provider, We will pay benefits directly to the Vision Provider. Otherwise, We will pay Vision Insurance benefits to You.

In-Network

If Covered Services and Materials are provided by an In-Network Vision Provider, We will base the benefit on the Plan Benefits listed on the SCHEDULE OF BENEFITS.

If an In-Network Vision Provider provides Covered Services and Materials, You will be responsible for paying:

- the Co-Payment, if applicable; and
- the cost of any service or material that is in excess of the Plan Benefits listed on the SCHEDULE OF BENEFITS.

VISION INSURANCE (continued)

Out-of-Network

If Covered Services and Materials are provided by an Out-of-Network Vision Provider, We will base the benefit on the Plan Benefits listed on the SCHEDULE OF BENEFITS, subject to the Maximum Benefit Allowance.

Out-of-Network Vision Providers may charge You more than the Maximum Benefit Allowance. If an Out-of-Network Vision Provider provides Covered Services and Materials, You will be responsible for paying any amount in excess of the Maximum Benefit Allowance charged by the Out-of-Network Vision Provider.

Emergency Vision Care

Emergency vision care means vision screening, examination, and evaluation by a Vision Provider, or, to the extent permitted by applicable law, by appropriate personnel under the supervision of a Vision Provider to determine if an emergency vision condition exists, and, if it does, the care and treatment necessary to relieve or eliminate the Emergency Vision Condition. The cost sharing applied to You for emergency care shall be the same regardless of whether the services were rendered by an In-Network Vision Provider or Out-of-Network Vision Provider.

Necessary Contact Lenses

Necessary contact lenses are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's In-Network Vision Provider. Generally, coverage will be authorized for the following reasons:

- Aphakia—379.31 or 743.35.
- Nystagmus—379.50 through 379.56, 386.11, 386.12 or 386.2.
- Keratoconus—371.60, 371.61, 371.62, 743.41, or 743.42.
- Corneal transplant—V42.5.
- Corneal dystrophies—371.50 through 371.58.
- Anisometropia greater than or equal to 2.00 diopters difference in any meridian based on the spectacle prescription.
- High ametropia greater than or equal to ±10.00 diopters in either eye in any meridian based on the spectacle prescription.
- Irregular astigmatism—367.22.

The codes listed above are from the International Classification of Diseases, Ninth Revision, Clinical Modification and are used to describe diseases, injuries, symptoms and conditions. If You have questions about the diagnoses listed above or the codes included with the diagnoses, please contact Your Vision Provider.

We will pay benefits for a 90 day period after Your insurance ends if:

- the Covered Service was performed by a Vision Provider while You are insured for Vision Insurance; and
- the Covered Service requires more than one visit to complete.

If You are Fully Disabled on the date Your Vision Insurance ends because the Group Policy ends, We will pay benefits for Covered Services if:

- the Covered Service was recommended in Writing by a Vision Provider or Physician;
- the Covered Service was begun prior to the date Your Vision Insurance ended;
- the Covered Service was performed within 90 days after this Vision Insurance ends.

VISION INSURANCE (continued)

"Fully Disabled" for purposes of Vision Insurance means that because of a sickness or injury: You cannot do Your job; or a Dependent cannot do his or her usual activities.

SAMPLE-DO NOT DISTRIBUTE

VISION INSURANCE: DESCRIPTION OF COVERED SERVICES AND MATERIALS

Subject to the Service Intervals and Plan Benefits indicated in the SCHEDULE OF BENEFITS, the following will be Covered Services and Materials:

1. One complete visual examination, if indicated as a Covered Service on the SCHEDULE OF BENEFITS. Dilation is included as a Covered Service when provided by an In-Network Vision Provider.
2. Standard corrective lenses. We will cover a pair of standard single vision, lined bifocal, lined trifocal or lenticular lenses that are necessary to correct vision. Standard corrective lenses are as follows:
   - eyesizes up to and including 60mm;
   - multi-focal lenses in all segment widths;
   - prism and slab off;
   - base curves (regardless of curve);
   - lenses with the combined power in any meridian is +/- .50 diopters or greater in at least one eye; and
   - plastic or glass lenses.
3. The following lens options described in the SCHEDULE OF BENEFITS: tint (solid and gradient), standard plastic scratch coating, standard polycarbonate (if you are less than 18 years of age), standard anti-reflective coating, plastic photochromic, blue light filtering, digital single vision, polarized, high index (1.67/1.74).
4. Contact lenses.
   - A standard fitting and 1 follow-up visit by a Vision Provider.
   - The following contact lenses options, as described in the SCHEDULE OF BENEFITS: conventional, disposable, and Necessary.
5. Necessary low vision aids and evaluations.
6. We do not cover costs above the Maximum Benefit Allowance shown in the SCHEDULE OF BENEFITS for frames. If frames are selected that are more expensive than that amount, You will be charged the difference between the Maximum Benefit Allowance and the Vision Provider's charge for the more expensive frame.
7. Necessary contact lenses in lieu of all benefits for vision materials.

SAMPLE-DO NOT DISTRIBUTE

VISION INSURANCE: EXCLUSIONS

We will not pay Vision Insurance benefits for charges incurred for:

1. Services and/or materials not specifically included in the SCHEDULE OF BENEFITS as covered Plan Benefits.
2. Any portion of a charge in excess of the Maximum Benefit Allowance or reimbursement indicated in the SCHEDULE OF BENEFITS.
3. Plano lenses (lenses with refractive correction of less than ± .50 diopter).
4. Two pairs of glasses instead of bifocals.
5. Replacement of lenses, frames and/or contact lenses furnished under this Plan which are lost, stolen or damaged, except at the normal intervals when Plan Benefits are otherwise available.
6. Orthoptics or vision training and any associated supplemental testing.
7. Medical surgical treatment of the eye.
8. Prescription or non-prescription medications.
9. Contact lens insurance policies and service agreements.
10. Refitting of contact lenses after the initial (90-day) fitting period.
11. Contact lens modification, polishing and cleaning.
12. Any eye examination or any corrective eyewear required as a condition of employment.
13. Services or supplies received by You or Your Dependent before the Vision Insurance starts for that person.
14. Missed appointments.
15. Services or materials resulting from or in the course of a Covered Person's regular occupation for pay or profit for which the Covered Person is entitled to benefits under any Workers' Compensation Law, Employer's Liability Law or similar law. You must promptly claim and notify the Company of all such benefits.
16. Local, state and/or federal taxes, except where MetLife is required by law to pay.
17. Services:
    - for which the employer of the person receiving such services is required to pay by law; or
    - received at a facility maintained by the Employer, labor union, mutual benefit association, or VA hospital.
18. Services or materials received as a result of disease, defect, or injury due to war or an act of war (declared or undeclared), taking part in a riot or insurrection, or committing or attempting to commit a felony.
19. Services and materials obtained while outside the United States, except for emergency vision care.
20. Services, procedures, or materials for which a charge would not have been made in the absence of insurance.

SAMPLE - DO NOT DISTRIBUTE

VISION INSURANCE: COORDINATION OF BENEFITS

You or Your Dependent may be covered for health benefits or services by more than one Plan. For instance, You may be covered by this Policy as an employee and by another Plan as a Dependent of Your spouse, civil union partner or domestic partner. If You or Your Dependent are, this provision allows Us to coordinate what We pay with what another Plan pays or provides. This provision sets forth the rules for determining which is the Primary Plan and which is the Secondary Plan. Coordination of benefits is intended to avoid duplication of benefits while at the same time preserving certain rights to coverage under all Plans under which the covered person is covered.

Definitions

The words shown below have special meanings when used in this provision. Please read these definitions carefully.

"Allowable Expense" means the charge for any vision service, supply or other item of expense for which the covered person is liable when the vision service, supply or other item of expense is covered at least in part under any of the Plans involved, except where a statute requires another definition, or as otherwise stated below.

"Claim Determination Period" means a Calendar Year, or portion of a Calendar Year, during which You or Your Dependent are covered by this Policy and at least one other Plan and incurs one or more Allowable Expense(s) under such Plans.

"Plan" means coverage with which coordination of benefits is allowed. Plan includes:

- group insurance and group subscriber contracts, including insurance continued pursuant to a Federal or State continuation law;
- self-funded arrangements of group or group-type coverage, including insurance continued pursuant to a Federal or State continuation law;
- group or group-type coverage through a health maintenance organization (HMO) or other prepayment, group practice and individual practice Plans, including insurance continued pursuant to a Federal or State continuation law;
- Medicare or other governmental benefits, except when, pursuant to law, the benefits must be treated as in excess of those of any private insurance Plan or nongovernmental Plan.

Plan does not include:

- individual or family insurance contracts or subscriber contracts;
- individual or family coverage through a health maintenance organization or under any other prepayment, group practice and individual practice Plans;
- group or group-type coverage where the cost of coverage is paid solely by the covered person except when coverage is being continued pursuant to a Federal or State continuation law;
- school accident -- type coverage
- a State Plan under Medicaid

"Primary Plan" means a Plan whose benefits for a covered person's vision coverage must be determined without taking into consideration the existence of any other Plan. There may be more than one Primary Plan. A Plan will be the Primary Plan if either "1" or "2" below exist:

1. the Plan has no order of benefit determination rules, or it has rules that differ from those contained in this Coordination of Benefits provision; or
2. all Plans which cover the covered person use order of benefit determination rules consistent with those contained in the Coordination of Benefits provision and under those rules, the Plan determines its benefits first.

VISION INSURANCE: COORDINATION OF BENEFITS (continued)

"Reasonable and Customary" means, for the purposes of this Coordination of Benefits provision only, an amount that is not more than the usual or customary charge for the service or supply as determined by the Plan, based on a standard which is most often charged for a given service by a Vision Provider within the same geographic area.

"Secondary Plan" means a Plan which is not a Primary Plan. If a covered person is covered by more than one Secondary Plan, the order of benefit determination rules of this Coordination of Benefits and Services provision shall be used to determine the order in which the benefits payable under the multiple Secondary Plans are paid in relation to each other. The benefits of each Secondary Plan may take into consideration the benefits of the Primary Plan or Plans and the benefits of any other Plan which, under this Coordination of Benefits and Services provision, has its benefits determined before those of that Secondary Plan.

Primary And Secondary Plan

We consider each Plan separately when coordinating payments.

The Primary Plan pays or provides services or supplies first, without taking into consideration the existence of a Secondary Plan. If a Plan has no coordination of benefits provision, or if the order of benefit determination rules differ from those set forth in these provisions, it is the Primary Plan.

A Secondary Plan takes into consideration the benefits provided by a Primary Plan when, according to the rules set forth below, the Plan is the Secondary Plan. If there is more than one Secondary Plan, the order of benefit determination rules determine the order among the Secondary Plans. The Secondary Plan (s) will pay up to the remaining unpaid allowable expenses, but no Secondary Plan will pay more than it would have paid if it had been the Primary Plan. The method the Secondary Plan uses to determine the amount to pay is set forth below in the Procedures to be Followed by the Secondary Plan to Calculate Benefits section of this provision.

As is always true, we will not reduce Allowable Expenses for necessary and appropriate services and supplies on the basis that precertification, preapproval, notification or second surgical opinion procedures were not followed.

Rules For The Order Of Benefit Determination

The benefits of the Plan that covers the covered person as an employee, member, subscriber or retiree shall be determined before those of the Plan that covers the covered person as a dependent. The coverage as an employee, member, subscriber or retiree is the Primary Plan.

1. The benefits of the Plan that covers the covered person as an employee who is neither laid off nor retired, or as a dependent of such person, shall be determined before those for the Plan that covers the covered person as a laid off or retired employee, or as such a person's dependent. If the other Plan does not contain this rule, and as a result the Plans do not agree on the order of benefit determination, this portion of this provision shall be ignored.

2. The benefits of the Plan that covers the covered person as an employee, member, subscriber or retiree, or dependent of such person, shall be determined before those of the Plan that covers the covered person under a right of continuation pursuant to Federal or State law. If the other Plan does not contain this rule, and as a result the Plans do not agree on the order of benefit determination, this portion of this provision shall be ignored.

3. If a child is covered as a dependent under Plans through both parents, and the parents are neither separated nor divorced, the following rules apply:

    a. The benefits of the Plan of the parent whose birthday falls earlier in the Calendar Year shall be determined before those of the parent whose birthday falls later in the Calendar year.

    b. If both parents have the same birthday, the benefits of the Plan which covered the parent for a longer period of time shall be determined before those of the parent for a shorter period of time.

VISION INSURANCE: COORDINATION OF BENEFITS (continued)

c. Birthday, as used above, refers only to month and day in a calendar year, not the year in which the parent was born.

d. If the other Plan contains a provision that determines the order of benefits based on the gender of the parent, the birthday rule in this provision shall be ignored.

4. If a child is covered as a Dependent under Plans through both parents, and the parents are separated or divorced, the following rules apply:

   a. The benefits of the Plan of the parent with custody of the child shall be determined first.

   b. The benefits of the Plan of the spouse, civil union partner or domestic partner of the parent with custody shall be determined second.

   c. The benefits of the Plan of the parent without custody shall be determined last.

   d. If the terms of a court decree state that one of the parents is responsible for the vision expenses for the child, and if the entity providing coverage under that Plan has knowledge of the terms of the court decree, then the benefits of that Plan shall be determined first. The benefits of the Plan of the other parent shall be considered as secondary. Until the entity providing coverage under the Plan has knowledge of the terms of the court decree regarding vision expenses, this portion of this provision shall be ignored.

5. If the above order of benefits does not establish which Plan is the Primary Plan, the benefits of the Plan that covers the employee, member or subscriber for a longer period of time shall be determined before the benefits of the Plan(s) that covered the person for a shorter period of time.

Procedures to be Followed by the Secondary Plan to Calculate Benefits

In order to determine which procedure to follow, it is necessary to consider:

- the basis on which the Primary Plan and the Secondary Plan pay benefits; and
- whether the Vision Provider who provides or arranges the services and supplies is in the network of either the Primary Plan or the Secondary Plan. For the purpose of applying the following provisions, if the Plan does not have a network, the Vision Provider will be considered on the same basis as an in-network Vision Provider.

Benefits may be based on the Reasonable and Customary Charge (R&C), or some similar term. This means that the Vision Provider bills a charge and the covered person may be held liable for the full amount of the billed charge. In this section, a Plan that bases benefits on a reasonable and customary charge is called an "R&C Plan."

Benefits may be based on a contractual fee schedule, sometimes called a negotiated fee schedule, or some similar term. This means that although a Vision Provider, called an In-Network Vision Provider, bills a charge, the covered person may be held liable only for an amount up to the negotiated fee. In this section, a Plan that bases benefits on a negotiated fee schedule is called a "Fee Schedule Plan." If the covered person uses the services of a Non-Network Vision Provider, the Plan will be treated as an R&C Plan even though the Plan under which he or she is covered allows for a fee schedule.

Payment to the Vision Provider may be based on a capitation. This means that the health maintenance organization (HMO) pays the Vision Provider a fixed amount per covered person. The covered person is liable only for the applicable deductible, coinsurance or copayment. If the covered person uses the services of a non-network Vision Provider, the HMO will only pay benefits in the event of emergency care or urgent care. In this section, a Plan that pays Vision Providers based upon capitation is called a "Capitation Plan."

In the rules below, "Vision Provider" refers to the Vision Provider who provides or arranges the services or supplies and HMO refers to a health maintenance organization Plan.

VISION INSURANCE: COORDINATION OF BENEFITS (continued)

The Primary Plan is an R&C Plan and the Secondary Plan is an R&C Plan: The Secondary Plan shall pay the lesser of:

- the difference between the amount of the billed charges and the amount paid by the Primary Plan; and
- the amount the Secondary Plan would have paid if it had been the Primary Plan.

When the benefits of the Secondary Plan are reduced as a result of this calculation, each benefit shall be reduced in proportion, and the amount paid shall be charged against any applicable benefit limit of the Plan.

The Primary Plan is a Fee Schedule Plan and the Secondary Plan is a Fee Schedule Plan: If the Vision Provider is an In-Network Vision Provider in both the Primary Plan and the Secondary Plan, the Allowable Expense shall be the fee schedule of the Primary Plan. The Secondary Plan shall pay the lesser of:

- the amount of any deductible, coinsurance or copayment required by the Primary Plan; or
- the amount the Secondary Plan would have paid if it had been the Primary Plan.

The total amount the Vision Provider receives from the Primary Plan, the Secondary Plan and the covered person shall not exceed the fee schedule of the Primary Plan. In no event shall the covered person be responsible for any payment in excess of the copayment, coinsurance or deductible of the Secondary Plan.

The Primary Plan is an R&C Plan and the Secondary Plan is a Fee Schedule Plan: If the Vision Provider is an In-Network Vision Provider in the Secondary Plan, the Secondary Plan shall pay the lesser of:

- the difference between the amount of the billed charges for the Allowable Charges and the amount paid by the Primary Plan; or
- the amount the Secondary Plan would have paid if it had been the Primary Plan.

The covered person shall only be liable for the copayment, deductible or coinsurance under the Secondary Plan if the covered person has no liability for copayment, deductible or coinsurance under the Primary Plan and the total payments by both the Primary and Secondary Plans are less than the Vision Provider's billed charges. In no event shall the covered person be responsible for any payment in excess of the copayment, coinsurance or deductible of the Secondary Plan.

The Primary Plan is a Fee Schedule Plan and the Secondary Plan is an R&C Plan: If the Vision Provider is a network Vision Provider in the Primary Plan, the Allowable Expense considered by the Secondary Plan shall be the fee schedule of the Primary Plan. The Secondary Plan shall pay the lesser of:

- the amount of any deductible, coinsurance or copayment required by the Primary Plan; or
- the amount the Secondary Plan would have paid if it had been the Primary Plan.

The Primary Plan is a Fee Schedule Plan and the Secondary Plan is an R&C Plan or Fee Schedule Plan: If the Primary Plan is an HMO Plan that does not allow for the use of Non-Network Vision Providers except in the event of urgent care or emergency care and the service or supply the covered person receives from a non-network Vision Provider is not considered as urgent care or emergency care, the Secondary Plan shall pay benefits as if it were the Primary Plan.

The Primary Plan is a Capitation Plan and the Secondary Plan is a Fee Schedule Plan or R&C Plan: If the covered person receives services or supplies from a Vision Provider who is in the network of both the Primary Plan and the Secondary Plan, the Secondary Plan shall pay the lesser of:

a) the amount of any deductible, coinsurance or copayment required by the Primary Plan; or
b) the amount the Secondary Plan would have paid if it had been the Primary Plan.

VISION INSURANCE: COORDINATION OF BENEFITS (continued)

Right To Receive And Release Needed Information

Certain facts are needed to apply these COB rules. We have the right to decide which facts We need. We may get needed facts from or give them to any other organization or person. We need not tell, or get the consent of, any person to do this. Each person claiming benefits under This Plan must give Us any facts We need to pay the claim.

Facility Of Payment

A payment made under another Plan may include an amount which should have been paid under This Plan. If it does, We may pay that amount to the organization which made that payment. That amount will then be treated as though it were a benefit paid under This Plan. We will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable monetary value of the benefits provided in the form of services.

Right Of Recovery

If the amount of the payments made by Us is more than it should have paid under this COB provision, We may recover the excess from one or more of:

- the persons We have paid or for whom We have paid;
- insurance companies; or
- other organizations.

The "amount of the payments made" includes the reasonable monetary value of any benefits provided in the form of services.

SAMPLE-DO NOT DISTRIBUTE

VISION INSURANCE: FILING A CLAIM

CLAIMS FOR VISION INSURANCE

If you select an In Network Vision Provider, You do not need to file a claim.

If you select an Out-of-Network Vision Provider, You may provide full payment to the Out-of-Network Vision Provider at the time of service and submit the invoice including an itemized statement of charges with Your claim form, or You may be able to assign the claim to the Out-of-Network Vision Provider. If the Out-of-Network Vision Provider accepts the assignment, the provider will submit the claim on your behalf. You will be responsible for any charges not covered by the Plan.

Out of network claim forms needed to file for benefits under the group insurance program can be obtained by calling MetLife at 1-833-EYE-LIFE (1-833-393-5433). If You do not receive the claim form before the expiration of 15 days after We receive notice of any claim under the policy, You shall be deemed to have complied with the requirements of the Group Policy. Vision claim forms can also be downloaded from www.metlife.com/mybenefits. The instructions on the claim form should be followed carefully. This will expedite the processing of the claim.

When We receive the claim form and Proof, Your claim will be paid subject to the terms and provisions of this certificate and the Group Policy.

CLAIMS FOR VISION INSURANCE BENEFITS

When a claimant files a claim for Vision Insurance benefits described in this certificate, both the notice of claim and the required Proof should be sent to Us within 90 days from the date of service. Failure to give notice within such time shall not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.

Claim and Proof may be given to Us by following the steps set forth below:

Step 1
A claimant can request a claim form by downloading it from www.metlife.com/mybenefits.

Step 2
Complete the claim form as instructed and return it with the invoice.

Step 3
The claimant must give Us Proof not later than 180 days from the date of service.

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VISION INSURANCE: PROCEDURES FOR VISION CLAIMS

Routine Questions on Vision Insurance Claims

If there is any question about a claim payment, an explanation may be requested from MetLife by dialing 1-833-EYE-LIFE (1-833-393-5433).

Claim Denial Appeals
If a claim is denied in whole or in part, under the terms of this certificate, a request may be submitted to Us by a Covered Person or a Covered Person's authorized representative for a full review of the denial. A Covered Person may designate any person, including their provider, as their authorized representative. References in this section to "Covered Person" include the Covered Person's authorized representative, where applicable.

Initial Appeal. All requests for review must be made within one hundred eighty (180) calendar days following denial of a claim. A Covered Person may review, during normal business hours, any documents used by Us pertinent to the denial. A Covered Person may also submit Written comments or supporting documentation concerning the claim to assist in Our review. Our response to the initial appeal, including specific reasons for the decision, shall be communicated to the Covered Person within thirty (30) calendar days after receipt of the request for the appeal.

Second Level Appeal. If a Covered Person disagrees with the response to the initial appeal of the denied claim, the Covered Person has the right to a second level appeal. A request for a second level appeal must be submitted to Us within sixty (60) calendar days after receipt of Our response to the initial appeal. We shall communicate Our final determination to the Covered Person within thirty (30) calendar days from receipt of the request, or as required by any applicable state or federal laws or regulations. Our communication to the Covered Person shall include the specific reasons for the determination.

Other Remedies. When a Covered Person has completed the appeals stated herein, additional voluntary alternative dispute resolution options may be available, including mediation or arbitration. Additional information is available from the U.S. Department of Labor or the insurance regulatory agency for the Covered Persons' state of residency. Additionally, under the provisions of ERISA (Section 502(a)(1)(B) 29 U.S.C. 1132(a)(1)(B)), the Covered Person has the right to bring a civil action when all available levels of reviews, including the appeal process, have been completed. ERISA remedies may apply in those instances where the claims were not approved in whole or in part as the result of appeals under this Policy and the Covered Person disagrees with the outcome of such appeals.

Time of Action. No action in law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) calendar days after Written Proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of three (3) years after the time Written Proof of loss is required to be furnished.

Time of Action. No action in law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) calendar days after Proof of Loss and any applicable documentation has been filed with Us. No such action shall be brought unless brought within three (3) years from expiration of the time within which Proof of loss is required under this Policy.

Insurance Fraud: Any Person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Insurance Fraud. Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

GENERAL PROVISIONS

Assignment

The rights and benefits under the Group Policy are not assignable prior to a claim for benefits, except as required by law. We are not responsible for the validity of an assignment.

Upon receipt of a Covered Service, You may assign Vision Insurance benefits to the Vision Provider providing such service.

Vision Insurance: Who We Will Pay

If You assign payment of Vision Insurance benefits to Your or Your Dependent's Vision Provider, We will pay benefits directly to the Vision Provider. Otherwise, We will pay Vision Insurance benefits to You.

Entire Contract

Your insurance is provided under a contract of group insurance with the Policyholder. The entire contract with the Policyholder is made up of the following:

1. the Group Policy and its Exhibits, which include the certificate(s);
2. the Policyholder's application, attached to the Group Policy; and
3. any amendments and/or endorsements to the Group Policy.

Incontestability: Statements Made by You

Any statement made by You will be considered a representation and not a warranty.

Evidence of insurability will not be required nor will any statement made by You, which relates to insurability, be used:

1. to contest the validity of the insurance benefits; or
2. to reduce the insurance benefits.

Conformity with Law

If the terms and provisions of this certificate do not conform to any applicable law, this certificate shall be interpreted to so conform.

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THE PRECEDING PAGE IS THE END OF THE CERTIFICATE.
THE FOLLOWING IS ADDITIONAL INFORMATION.

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MetLife

Delaware American Life Insurance Company
MetLife Health Plans, Inc.
MetLife Legal Plans, Inc.
MetLife Legal Plans of Florida, Inc.
Metropolitan General Insurance Company
Metropolitan Life Insurance Company
Metropolitan Tower Life Insurance Company
SafeGuard Health Plans, Inc.
SafeHealth Life Insurance Company

Our Privacy Notice

We know that you buy our products and services because you trust us. This notice explains how we protect your privacy and treat your personal information. It applies to current and former customers. "Personal information" as used here means anything we know about you personally.

SECTION 1: Plan Sponsors and Group Insurance Contract Holders

This privacy notice is for individuals who apply for or obtain our products and services under an employee benefit plan, group insurance or annuity contract, or as an executive benefit. In this notice, "you" refers to these individuals.

SECTION 2: Protecting Your Information

We take important steps to protect your personal information. We treat it as confidential. We tell our employees to take care in handling it. We limit access to those who need it to perform their jobs. Our outside service providers must also protect it, and use it only to meet our business needs. We also take steps to protect our systems from unauthorized access. We comply with all laws that apply to us.

SECTION 3: Collecting Your Information

We typically collect your name, address, age, and other relevant information. We may also collect information about any business you have with us, our affiliates, or other companies. Our affiliates include life insurers, a legal plans company and a securities broker-dealer. In the future, we may also have affiliates in other businesses.

SECTION 4: How We Get Your Information

We get your personal information mostly from you. We may also use outside sources to help ensure our records are correct and complete. These sources may include consumer reporting agencies, employers, other financial institutions, adult relatives, and others. These sources may give us reports or share what they know with others. We don't control the accuracy of information outside sources give us. If you want to make any changes to information we receive from others about you, you must contact those sources.

We may ask for medical information. The Authorization that you sign when you request insurance permits these sources to tell us about you. We may also, at our expense:

- Ask for a medical exam
- Ask for blood and urine tests
- Ask health care providers to give us health data, including information about alcohol or drug abuse

We may also ask a consumer reporting agency for a "consumer report" about you (or anyone else to be insured). Consumer reports may tell us about a lot of things, including information about:

- Reputation
- Driving record
- Finances
- Work and work history
- Hobbies and dangerous activities

The information may be kept by the consumer reporting agency and later given to others as permitted by law. The agency will give you a copy of the report it provides to us, if you ask the agency and can provide adequate identification. If you write to us and we have asked for a consumer report about you, we will tell you so and give you the name, address and phone number of the consumer reporting agency.

Another source of information is MIB, Inc. ("MIB"). It is a not-for-profit membership organization of insurance companies which operates an information exchange on behalf of its Members. We, or our reinsurers, may make a brief report to MIB. If you apply to another MIB Member company for life or health insurance coverage, or a claim for benefits is submitted, MIB, upon request, will supply such company with the information in its file. Upon receipt of a request from you MIB will arrange disclosure of any information it may have in your file. Please contact MIB at 866-692-6901. If you question the accuracy of information in MIB's

file, you may contact MIB and seek a correction in accordance with the procedures set forth in the federal Fair Credit Reporting Act. You may do so by writing to MIB, Inc., 50 Braintree Hill, Suite 400, Braintree, MA 02184-8734 or go to MIB website at www.mib.com.

SECTION 5: Using Your Information

We collect your personal information to help us decide if you're eligible for our products or services. We may also need it to verify identities to help deter fraud, money laundering, or other crimes. How we use this information depends on what products and services you have or want from us. It also depends on what laws apply to those products and services. For example, we may also use your information to:

- administer your products and services
- perform business research
- market new products to you
- comply with applicable laws
- process claims and other transactions
- confirm or correct your information
- help us run our business

SECTION 6: Sharing Your Information With Others

We may share your personal information with others with your consent, by agreement, or as permitted or required by law. We may share your personal information without your consent if permitted or required by law. For example, we may share your information with businesses hired to carry out services for us. We may also share it with our affiliated or unaffiliated business partners through joint marketing agreements. In those situations, we share your information to jointly offer you products and services or have others offer you products and services we endorse or sponsor. Before sharing your information with any affiliate or joint marketing partner for their own marketing purposes, however, we will first notify you and give you an opportunity to opt out.

Other reasons we may share your information include:

- doing what a court, law enforcement, or government agency requires us to do (for example, complying with search warrants or subpoenas)
- telling another company what we know about you if we are selling or merging any part of our business
- giving information to a governmental agency so it can decide if you are eligible for public benefits
- giving your information to someone with a legal interest in your assets (for example, a creditor with a lien on your account)
- giving your information to your health care provider
- having a peer review organization evaluate your information, if you have health coverage with us
- those listed in our "Using Your Information" section above

SECTION 7: HIPAA

We will not share your health information with any other company – even one of our affiliates – for their own marketing purposes. The Health Insurance Portability and Accountability Act ("HIPAA") protects your information if you request or purchase dental, vision, long-term care and/or medical insurance from us. HIPAA limits our ability to use and disclose the information that we obtain as a result of your request or purchase of insurance. Information about your rights under HIPAA will be provided to you with any dental, vision, long-term care or medical coverage issued to you.

You may obtain a copy of our HIPAA Privacy Notice by visiting our website at www.MetLife.com. For additional information about your rights under HIPAA, or to have a HIPAA Privacy Notice mailed to you, contact us at HIPAAprivacyAmericasUS@metlife.com, or call us at telephone number (212) 578-0299.

SECTION 8: Accessing and Correcting Your Information

You may ask us for a copy of the personal information we have about you. We will provide it as long as it is reasonably locatable and retrievable. You must make your request in writing listing the account or policy numbers with the information you want to access. For legal reasons, we may not show you privileged information relating to a claim or lawsuit, unless required by law.

If you tell us that what we know about you is incorrect, we will review it. If we agree, we will update our records. Otherwise, you may dispute our findings in writing, and we will include your statement whenever we give your disputed information to anyone outside MetLife.

SECTION 9: Questions

We want you to understand how we protect your privacy. If you have any questions or want more information about this notice, please contact us. A detailed notice shall be furnished to you upon request. When you write, include your name, address, and policy or account number.

Send privacy questions to:

MetLife Privacy Office
P. O. Box 489
Warwick, RI 02887-9954
privacy@metlife.com

We may revise this privacy notice. If we make any material changes, we will notify you as required by law. We provide this privacy notice to you on behalf of the MetLife companies listed at the top of the first page.

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MetLife

HIPAA Notice of Privacy Practices for Protected Health Information

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED, AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

PLEASE REVIEW IT CAREFULLY.

Dear MetLife Customer:

This is your Health Information Privacy Notice from Metropolitan Life Insurance Company or a member of the MetLife, Inc. family of companies, which includes SafeGuard Health Plans, Inc., SafeHealth Life Insurance Company, and Delaware American Life Insurance Company (collectively, "**MetLife**"). **Please read it carefully.** You have received this notice because of your Dental, Vision, Long-Term Care, Cancer and Specified Disease Expense Insurance, or Health coverage with us (your "**Coverage**"). MetLife strongly believes in protecting the confidentiality and security of information we collect about you. This notice refers to MetLife by using the terms "us," "we," or "our."

This notice describes how we protect the personal health information we have about you which relates to your MetLife Coverage ("**Protected Health Information**" or "**PHI**"), and how we may use and disclose this information. PHI includes individually identifiable information which relates to your past, present or future health, treatment or payment for health care services. This notice also describes your rights with respect to the PHI and how you can exercise those rights.

We are required to provide this notice to you by the Health Insurance Portability and Accountability Act ("**HIPAA**"). For additional information regarding our HIPAA Medical Information Privacy Policy or our general privacy policies, please see the privacy notices contained at our website, www.metlife.com. You may submit questions to us there or you may write to us directly at MetLife, Americas – U.S. HIPAA Privacy Office, P.O. Box 902, New York, NY 10159-0902.

NOTICE SUMMARY

The following is a brief summary of the topics covered in this HIPAA notice. Please refer to the full notice below for details.

As allowed by law, we may **use and disclose** PHI to:

- make, receive, or collect payments;
- conduct health care operations;
- administer benefits by sharing PHI with affiliates and Business Associates;
- assist plan sponsors in administering their plans; and
- inform persons who may be involved in or paying for another's health care.

In addition, we may use or disclose PHI:

- where required by law or for public health activities;
- to avert a serious threat to health or safety;
- for health-related benefits or services;
- for law enforcement or specific government functions;
- when requested as part of a regulatory or legal proceeding; and
- to provide information about deceased persons to coroners, medical examiners, or funeral directors.

You have the right to:

- receive a copy of this notice;
- inspect and copy your PHI, or receive a copy of your PHI;
- amend your PHI if you believe the information is incorrect;
- obtain a list of disclosures we made about you (except for treatment, payment, or health care operations);

- ask us to restrict the information we share for treatment, payment, or health care operations;
- request that we communicate with you in a confidential manner; and
- complain to us or the U.S. Department of Health and Human Services if you believe your privacy rights have been violated.

We are required by law to:

- maintain the privacy of PHI;
- provide this notice of our legal duties and privacy practices with respect to PHI;
- notify affected individuals following a breach of unsecured PHI; and
- follow the terms of this notice.

NOTICE DETAILS

We protect your PHI from inappropriate use or disclosure. Our employees, and those of companies that help us service your MetLife Coverage, are required to comply with our requirements that protect the confidentiality of PHI. They may look at your PHI only when there is an appropriate reason to do so, such as to administer our products or services.

Except in the case of Long-Term Care Coverage, we will **not use or disclose** PHI that is genetic information for underwriting purposes. For example, we will not use information from a genetic test (such as DNA or RNA analysis) of an individual or an individual's family members to determine eligibility, premiums or contribution amounts under your Coverage.

We will **not sell or disclose** your PHI to any other company for their use in marketing their products to you. However, as described below, we will use and disclose PHI about you for business purposes relating to your Coverage.

The main reasons we may **use** and **disclose** your PHI are to evaluate and process any requests for coverage and claims for benefits you may make or in connection with other health-related benefits or services that may be of interest to you. The following describe these and other uses and disclosures.

- **For Payment:** We may use and disclose PHI to pay benefits under your Coverage. For example, we may review PHI contained in claims to reimburse providers for services rendered. We may also disclose PHI to other insurance carriers to coordinate benefits with respect to a particular claim. Additionally, we may disclose PHI to a health plan or an administrator of an employee welfare benefit plan for various payment-related functions, such as eligibility determination, audit and review, or to assist you with your inquiries or disputes.

- For Health Care Operations: We may also use and disclose PHI for our insurance operations. These purposes include evaluating a request for our products or services, administering those products or services, and processing transactions requested by you.

- To Affiliates and Business Associates: We may disclose PHI to Affiliates and to business associates outside of the MetLife family of companies if they need to receive PHI to provide a service to us and will agree to abide by specific HIPAA rules relating to the protection of PHI. Examples of business associates are: billing companies, data processing companies, companies that provide general administrative services, health Information organizations e-prescribing gateways, or personal health record vendors that provide services to covered entities. PHI may be disclosed to reinsurers for underwriting, audit or claim review reasons. PHI may also be disclosed as part of a potential merger or acquisition involving our business in order that the parties to the transaction may make an informed business decision.

- To Plan Sponsors: We may disclose summary health information such as claims history or claims expenses to a plan sponsor to enable it to obtain premium bids from health plans, or to modify, amend or terminate a group health plan. We may also disclose PHI to a plan sponsor to help administer its plan if the plan sponsor agrees to restrict its use and disclosure of PHI in accordance with federal law.

- To Individuals Involved in Your Care: We may disclose your PHI to a family member or other individual who is involved in your health care or payment of your health care. For example, we may disclose PHI to a covered family member whom you have authorized to contact us regarding payment of a claim.

- Where Required by Law or for Public Health Activities: We disclose PHI when required by federal, state or local law. Examples of such mandatory disclosures include notifying state or local health authorities regarding particular communicable diseases, or providing PHI to a governmental agency or regulator with health care oversight responsibilities.

- To Avert a Serious Threat to Health or Safety: We may disclose PHI to avert a serious threat to someone's health or safety. We may also disclose PHI to federal, state or local agencies engaged in disaster relief, as well as to private disaster relief or disaster assistance agencies to allow such entities to carry out their responsibilities in specific disaster situations.

- For Health-Related Benefits or Services: We may use your PHI to provide you with information about benefits available to you under your current coverage or policy and, in limited situations, about health-related products or services that may be of

interest to you. However, we will not send marketing communications to you in exchange for financial remuneration from a third party without your authorization.

- **For Law Enforcement or Specific Government Functions:** We may disclose PHI in response to a request by a law enforcement official made through a court order, subpoena, warrant, summons or similar process. We may disclose PHI about you to federal officials for intelligence, counterintelligence, and other national security activities authorized by law.

- **When Requested as Part of a Regulatory or Legal Proceeding:** If you or your estate are involved in a lawsuit or a dispute, we may disclose PHI about you in response to a court or administrative order. We may also disclose PHI about you in response to a subpoena, discovery request, or other lawful process, but only if efforts have been made to tell you about the request or to obtain an order protecting the PHI requested. We may disclose PHI to any governmental agency or regulator with whom you have filed a complaint or as part of a regulatory agency examination.

- **PHI about Deceased Individuals :** We may release PHI to a coroner or medical examiner to assist in identifying a deceased individual or to determine the cause of death. In addition, we may disclose a deceased's person's PHI to a family member or individual involved in the care or payment for care of the deceased person unless doing so is inconsistent with any prior expressed preference of the deceased person which is known to us.

- **Other Uses of PHI:** Other uses and disclosures of PHI not covered by this notice and permitted by the laws that apply to us will be made only with your written authorization or that of your legal representative. If we are authorized to use or disclose PHI about you, you or your legally authorized representative may revoke that authorization in writing at any time, except to the extent that we have taken action relying on the authorization or if the authorization was obtained as a condition of obtaining your Coverage. You should understand that we will not be able to take back any disclosures we have already made with authorization.

Your Rights Regarding Protected Health Information That We Maintain About You

The following are your various rights as a consumer under HIPAA concerning your PHI. Should you have questions about or wish to exercise a specific right, please contact us in writing at the applicable Contact Address listed on the last page.

- **Right to Inspect and Copy Your PHI:** In most cases, you have the right to inspect and obtain a copy of the PHI that we maintain about you. If we maintain the requested PHI electronically, you may ask us to provide you with the PHI in electronic format, if readily producible; or, if not, in a readable electronic form and format agreed to by you and us. To receive a copy of your PHI, you may be charged a fee for the costs of copying, mailing, electronic media, or other supplies associated with your request. You may also direct us to send the PHI you have requested to another person designated by you, so long as your request is in writing and clearly identifies the designated individual. However, certain types of PHI will not be made available for inspection and copying. This includes psychotherapy notes or PHI collected by us in connection with, or in reasonable anticipation of, any claim or legal proceeding. In very limited circumstances, we may deny your request to inspect and obtain a copy of your PHI. If we do, you may request that the denial be reviewed. The review will be conducted by an individual chosen by us who was not involved in the original decision to deny your request. We will comply with the outcome of that review.

- **Right to Amend Your PHI:** If you believe that your PHI is incorrect or that an important part of it is missing, you have the right to ask us to amend your PHI while it is kept by or for us. You must specify the reason for your request. We may deny your request if it is not in writing or does not include a reason that supports the request. In addition, we may deny your request if you ask us to amend PHI that:
  - is accurate and complete;
  - was not created by us, unless the person or entity that created the PHI is no longer available to make the amendment;
  - is not part of the PHI kept by or for us; or
  - is not part of the PHI which you would be permitted to inspect and copy.

- **Right to a List of Disclosures:** You have the right to request a list of the disclosures we have made of your PHI. This list will not include disclosures made for treatment, payment, health care operations, purposes of national security, to law enforcement, to corrections personnel, pursuant to your authorization, or directly to you. To request this list, you must submit your request in writing. Your request must state the time period for which you want to receive a list of disclosures. You may only request an accounting of disclosures for a period of time less than six years prior to the date of your request. Your request should indicate in what form you want the list (for example, paper or electronic). The first list you request within a 12-month period will be free. We may charge you for responding to any additional requests. We will notify you of the cost involved, and you may choose to withdraw or modify your request at that time before you incur any cost.

- **Right to Request Restrictions:** You have the Right to request a restriction or limitation on PHI we

Use or disclose about you for treatment, payment, or health care operations, or that we disclose to someone who may be involved in your care or payment for your care, like a family member or friend. While we will consider your request, **we are not required to agree to it.** If we do agree to it, we will comply with your request. To request a restriction, you must make your request in writing. In your request, you must tell us (1) what information you want to limit; (2) whether you want to limit our use, disclosure or both; and (3) to whom you want the limits to apply (for example, disclosures to your spouse or parent). We will not agree to restrictions on PHI uses or disclosures that are legally required, or which are necessary to administer our business.

- **Right to Request Confidential Communications :** You have the right to request that we communicate with you about PHI in a certain way or at a certain location if you tell us that communication in another manner may endanger you. For example, you can ask that we only contact you at work or by mail. To request confidential communications, you must make your request in writing and specify how or where you wish to be contacted. We will accommodate all reasonable requests.

- **Contact Addresses:** If you have any questions about a specific individual right or you want to exercise one of your individual rights, please submit your request in writing to the address below which applies to your Coverage:

MetLife or SafeGuard Dental & Vision
P.O. Box 14587
Lexington, KY 40512-4587

MetLife LTC Privacy Coordinator
1300 Hall Boulevard, 3rd Floor
Bloomfield, CT 06002

Delaware American Life Insurance Company
MetLife Worldwide Benefits
P.O. Box 1449
Wilmington, DE 19899-1449

Cancer and Specified Disease Expense Insurance
c/o Bay Bridge Administrators, LLC
P.O. Box 161690
Austin, TX 78716

- **Right to File a Complaint:** If you believe your privacy rights have been violated, you may file a complaint with us or with the Secretary of the U.S. Department of Health and Human Services. To file a complaint with us, please contact MetLife, Americas – U.S. HIPAA Privacy Office, P.O. Box 902, New York, NY 10159-0902. All complaints must be submitted in writing. You will not be penalized for filing a complaint. If you have questions as to how to file a complaint, please contact us at telephone number (212) 578-0299 or at HIPAAprivacyAmericasUS@metlife.com.

ADDITIONAL INFORMATION

Changes to This Notice: We reserve the right to change the terms of this notice at any time. We reserve the right to make the revised or changed notice effective for PHI we already have about you, as well as any PHI we receive in the future. The effective date of this notice and any revised or changed notice may be found on the last page, on the bottom right-hand corner of the notice. You will receive a copy of any revised notice from MetLife by mail or by e-mail, if e-mail delivery is offered by MetLife and you agree to such delivery.

Further Information: You may have additional rights under other applicable laws. For additional information regarding our HIPAA Medical Information Privacy Policy or our general privacy policies, please e-mail us at HIPAAprivacyAmericasUS@metlife.com or call us at telephone number (212) 578-0299, or write us at:

MetLife, Americas
U.S. HIPAA Privacy Office
P.O. Box 902
New York, NY 10159-0902

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Effective Date: 09202022

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Uniformed Services Employment And Reemployment Rights Act

This section describes the right that you may have to continue coverage for yourself and your covered dependents under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

Continuation of Group Vision Insurance:

If you take a leave from employment for "service in the uniformed services," as that term is defined in USERRA, and as a consequence your vision insurance coverage under your employer's group vision insurance policy ends, you may elect to continue vision insurance for yourself and your covered dependents, for a limited period of time, as described below.

The law requires that your employer notify you of your rights, benefits and obligations under USERRA including instructions on how to elect to continue insurance, the amount and procedure for payment of premium. If permitted by USERRA, your employer may require that you elect to continue coverage within a period of time specified by your employer.

You may be responsible for payment of the required premium to continue insurance. If your leave from employment for service in the uniformed services lasts less than 31 days, your required premium will be no more than the amount you were required to pay for vision insurance before the leave began; for a leave lasting 31 or more days, you may be required to pay up to 102% of the total vision insurance premium, including any amount that your employer was paying before the leave began.

Your and your covered dependents' insurance that is continued pursuant to USERRA will end on the earliest of the following:

- the end of 24 consecutive months from the date your leave from employment for service in the uniformed services begins; or
- the day after the date on which you fail to apply for, or return to employment, in accordance with USERRA.

You and your covered dependent may become entitled to continuation of coverage under the Consolidated Omnibus Budget Reconciliation Act ("COBRA") while you have vision insurance coverage under your employer's group vision insurance policy pursuant to USERRA. Contact your employer for more information.

SAMPLE-DO NOT DISTRIBUTE

MetLife

Commented [KE21]: Delete this page and the 2 pages following

Teresa Niner, HR
Versant Template
400 Locust Street, Suite 820
Des Moines, IA 50309

Re: Metropolitan Life Insurance Company - Policy Number(s): VH504834-1-B
Certificate(s) effective **[Month Day, Year]**

Commented [WA22]: Still confirming if we need to issue cert letter. Sent the question to legal to confirm.

Dear Teresa Niner:

To ensure our new customers receive the necessary information regarding coverage under their MetLife group insurance policy(ies), we are sending under separate cover a supply of certificates for you to distribute to all covered employees.

In addition to the certificates, you may also want us to send your company an electronic version of the group insurance certificate information. In this case, the terms and conditions contained in the attached form will apply to your company's use of the electronic version of the certificate information. Please check the box if your company is requesting an electronic version of the certificate information.

If you have any questions, please call me at (630) 820-7594.

Sincerely,

Glenda Millhouse
Client Service Consultant
Employee Benefits Sales
Metropolitan Life Insurance Company
177 S Commons Drive, Aurora, IL 60504
Tel (630) 820-7594 Fax

[Month Day, Year]

cc. Shawn Domark, Acct Executive **[and/or Broker, if applicable]**

SAMPLE-DO NOT DISTRIBUTE

Customer Letter G1

Request for Electronic Version of Certificate Information
(Check below if applicable and sign and return a copy to MetLife)

Versant Template shall not modify in any manner, and shall maintain the integrity of, the electronic version of the certificate information and the notice to insureds, which is included with the electronic version. This notice advises all who view the electronic version that: (i) Versant Template maintains the group policy (which includes the certificate of insurance), (ii) the group policy can be reviewed and copied, and (iii) the group policy controls, in all respects, as to the terms and conditions of insurance.

Versant Template will indemnify MetLife from any and all claims, damages, and liability that occurs as a result of any failure to comply with the terms of this paragraph.

It is requested that an electronic version of the group insurance certificate information be sent by MetLife for Versant Template to use in accordance with the terms and conditions outlined above.

By:

Signature_

Title:

Date:

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Quantity and Delivery Instructions

Certificate Title (e.g. Life Class I)

Quantity

Contact Name

Company

Address 1 (Cannot be a PO Box)

Address 2

City, State, Zip

Telephone Number

Certificate Title (e.g. Life Class I)

Quantity

Contact Name

Company

Address 1 (Cannot be a PO Box)

Address 2

City, State, Zip

Telephone Number

Certificate Title (e.g. Life Class I)

Quantity

Contact Name

Company

Address 1 (Cannot be a PO Box)

Address 2

City, State, Zip

Telephone Number

For more than three locations or certificates, please attach additional copies of this form or an excel spreadsheet with the information shown above.

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EXHIBIT
A

MetLife

Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

Metropolitan Life Insurance Company ("MetLife"), a stock company, will pay the benefits specified in the Exhibits of this policy subject to the terms and provisions of this policy.

Policyholder: CUSTOMER NAME

Group Policy No.: VHXXXXXX-B-1-G

EFFECTIVE DATE

This policy will take effect on May 1, 2022.

POLICY ANNIVERSARIES

The first Policy Anniversary will be May 1, 2023. Subsequent Policy Anniversaries will be May 1, 2024 and each May 1st thereafter.

PREMIUM PAYMENTS

This policy, and the insurance provided under it, is issued in return for the payment of required Premiums.

Premiums are payable at the home office of MetLife or to its authorized agent. The first Premium is due on and must be paid on or before this policy's Effective Date. Any later Premiums are due monthly in advance on the first day of each Policy Month. These dates are the Premium Due Dates.

MetLife and the Policyholder may agree upon a different frequency for the payment of Premiums. In that case, Premium Due Dates will be adjusted to reflect the agreed upon frequency.

POLICY SITUS

This policy is issued for delivery in and governed by the laws of New Jersey.

Signed as of this policy's effective date at MetLife's home office in New York, New York.

Timothy J. Ring
Secretary

Michel Khalaf
President

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DEFINITIONS

As used in this policy, the terms listed below will have the meanings defined below. When defined terms are used in this policy, they will appear with initial capitalization. The plural use of a term defined in the singular and the singular use of a term defined in the plural will share the same meaning.

Contribution means any amount the Policyholder is required to pay toward the total Premium that MetLife charges for the insurance provided by this policy.

Contributory Insurance means any insurance for which the Policyholder is required to make a Contribution.

Covered Person means an Employee who is the subject of insurance under the certificates attached to the policy as Exhibits.

Dependent means any person who qualifies as a Dependent under the certificates attached to the policy as Exhibits.

Employee means any person who qualifies as an Employee under the certificates attached to the policy as Exhibits.

Employer means the Policyholder shown on the face page of this policy.

Exhibit means any attachment to this policy referred to in the Schedule of Exhibits. Exhibits to this policy include the certificates and any riders attached to such certificates; a Schedule of Initial Premium Rates; and such other attachments as agreed to by MetLife and the Policyholder.

Certificateholder means an Employee who is a Covered Person. Unless otherwise specified, the Certificateholder is entitled to exercise the rights and benefits granted under the certificates attached to the policy as Exhibits.

Noncontributory Insurance means any insurance for which the Employee is not required to make a Contribution.

Policy Anniversary means each of the Policy Anniversary dates as set forth in the Policy Anniversaries provision on the policy face page. The Policy Anniversary is also the renewal date of the policy.

Policy Month means the one month period beginning on the Effective Date shown on the face page of this policy. Subsequent Policy Months will begin on the same day of each subsequent month.

Policyholder means the entity listed as the Policyholder on the face page of this policy.

Premium means the amount that must be paid to MetLife for all the insurance provided under this policy.

Premium Due Date is defined on the face page of this policy.

Signed means any symbol or method executed or adopted by a person with the present intention to authenticate a record, and which is on or transmitted by paper, electronic media, or other durable media and which is consistent with applicable law.

Written or **Writing** means a record which is on or transmitted by paper, electronic media, or other durable media and which is consistent with applicable law.

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SCHEDULE OF INSURANCE

The schedules of insurance which apply under this policy are set forth in the Exhibits and certificates attached to this policy as Exhibits.

ELIGIBILITY AND EFFECTIVE DATES OF INSURANCE

The Eligibility and Effective Dates of Insurance provisions provided under this policy are set forth in the Exhibits to this policy and the appropriate records of MetLife and the Policyholder. Provisions setting forth the conditions, if any, under which MetLife requires a person to furnish evidence of good health satisfactory to MetLife to obtain coverage are also set forth in the Exhibit(s).

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PREMIUM RATE(S)

Initial Rate(s)

The initial Premium rate(s) are shown in the Exhibits to this policy.

Computation of Premium

The Premium due on any Premium Due Date is determined by the total number of Covered Persons, multiplied by the appropriate Premium rate(s) which are then in effect subject to any Premium adjustments, if applicable.

MetLife may use any reasonable method to compute Premiums due.

Computation of Premiums for Changes in Insurance

For insurance that takes effect on the first day of a Policy Month, Premium will be charged from the first day of that Policy Month. For insurance that takes effect after the first day of a Policy Month, Premium will be charged from the first day of the next Policy Month.

If insurance ends because this policy ends or because insurance for a class of persons ends, Premium for such insurance will be charged to the date it ends. If insurance ends for any other reason, Premium will be charged to the end of the Policy Month in which such insurance ends.
If insurance ends for other reasons, Premium will be charged to the end of the Policy Month in which insurance ends.

Right to Change Premium Rates

Except as may be required by any Rate Guarantee Period, MetLife may change Premium rates on any date on or after the first Policy Anniversary Date; this will be done no more frequently than every 12 months and only if MetLife notifies the Policyholder, in Writing, at least 31 days before such change.

In addition to the above and notwithstanding any rate guarantee period, MetLife may change Premium rates at any time for changes which materially affect the risk or cost assumed for the insurance provided by this policy, as follows:

1. when this policy is amended or endorsed;

2. when a class of eligible persons is added to or deleted from this policy for any reason including organizational restructuring, acquisition, spin-off or similar situations;

3. when a Policyholder's subsidiary, affiliate, division, branch or other similar entity is added to or deleted from this policy for any reason including organizational restructuring, acquisition, spin-off or similarsituations;

4. when there is a significant change in the geographic distribution of either Certificateholders or Employees;

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5. when applicable law or regulatory requirements or the administration of such law or regulatory requirements:

   a. requires a change in:

      i. the insurance provided by this policy; and/or

      ii. a class or classes of persons eligible for insurance under this policy;

   b. results in a change in the amount of benefits paid under this policy; or

   c. requires additional tax(es) to be paid

6. when a Premium Due Date coincides with or next follows:

   a. a change greater than 10% in the number of Covered Persons since the later of the policy Effective Date and the last date Premium rates were changed; or

   b. a change greater than 10% in the amount of insurance provided by this policy since the later of the policy Effective Date and the last date Premium rates were changed.

7. on any other date agreed to by MetLife and the Policyholder.

New Premium rates will apply only to Premiums that become due on or after the date the rate change takes effect.

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GRACE PERIOD

Each Premium due after the effective date of such insurance may be paid up to 31 days after its Premium Due Date. This period is known as the grace period. The insurance provided by this policy for which premium has not been paid will stay in effect during the grace period. MetLife will notify the Policyholder in Writing that, if the Premium is not paid by the end of the grace period, such insurance will end at the end of the last day of the grace period. If MetLife fails to give Written notice to the Policyholder by the end of the grace period, such insurance will continue in effect until the date notice is given.

Policyholder's intent to end this policy during the grace period

The Policyholder may notify MetLife in Writing prior to the end of a grace period of its intent to end this policy or insurance coverage provided under it before the end of such grace period. In this case, this policy or such insurance will end on the later of:

1. the date stated in the notice; or
2. the date MetLife receives the notice.

The Written notice to be given by MetLife and required by the first paragraph of this provision will not be necessary if the Policyholder replaces the insurance provided by this policy for which premium has not been paid with other group insurance or the Policyholder notifies MetLife of its intent to end this policy or such insurance.

If more than one type of insurance coverage is provided under this policy then, to the extent there are different Premium Due Dates or different length grace periods for such coverages, this grace period provision will apply to each coverage independently of the others.

If more than one type of insurance coverage is provided under this policy, then to the extent such coverages have the same Premium Due Dates and the same length grace period, this grace period provision will apply to all such coverages simultaneously so that in the absence of written notice from the Policyholder of its intent to end a specific coverage, failure to pay the entire premium due by the end of the grace period will end all coverage under the policy.

Grace period extensions

MetLife may extend the grace period by giving Written notice to the Policyholder. Such notice will state the date insurance will end if the Premium remains unpaid.

Premiums must be paid for a grace period, any extension of such period and any period insurance was in effect for which Premium was not paid.

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END OF INSURANCE PROVIDED BY THIS POLICY

The Policyholder may end this policy by giving 60 days advance Written notice to MetLife. The policy will end on the later of:

1. the date stated in the notice; or
2. the date MetLife receives the notice.

MetLife may end this policy as follows:

1. for non-payment of Premium, as set forth in the Grace Period provisions;

2. on any Premium Due Date, by giving the Policyholder 31 days advance Written notice, if fewer than:

   a. 5% of persons eligible under this policy are insured for Contributory Insurance;

   b. 10 Employees are insured by this Policy;

3. on any Premium Due Date, by giving the Policyholder 60 days advance Written notice, if the Policyholder fails to provide information on a timely basis or perform any obligations required by this policy or any applicable law; or

4. on any Policy Anniversary by giving the Policyholder 31 days advance Written notice.

This policy will end on the date on which the last certificate in effect under this policy ends.

If this policy ends, all Premiums due must be paid. If MetLife accepts Premium after the date this policy ends, such acceptance will not act to reinstate the policy. MetLife will refund any unearned Premium.

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GENERAL PROVISIONS

Entire Contract. The entire contract is made up of the following:

1. policy Exhibits including the certificates;
2. the Policyholder's application; and
3. the amendments and endorsements to this policy, if any.

Policy Changes or Waivers

The terms and provisions of this policy may be changed, either by amendment or endorsement.

1. The policy may be changed by amendment upon the mutual agreement of MetLife and the Policyholder. Such amendment must be in Writing and Signed by an officer of MetLife and by an authorized representative of the Policyholder.

2. The policy may be changed by an endorsement issued by MetLife without the consent of the Policyholder. Such endorsement must be in Writing and Signed by an officer of MetLife. The use of endorsements is limited to:

    a. changes made in response to :
        - applicable local, state or federal law or regulation;
        - a change in applicable local, state or federal law or regulation; or
        - the administration of applicable local, state or federal law or regulation;
    b. reflect changes in MetLife's administrative practices;
    c. reflect policy liberalizations to the extent that they do not increase Premiums;
    d. incorporate provisions agreed upon prior to issuance of this policy; and
    e. reflect the exercise of a right or rights set forth under the terms of the policy.

Changes to the policy may be made without the consent of the Certificateholders or anyone else with a beneficial interest in it. MetLife will only make changes that are consistent with applicable law. An amendment or endorsement may be effective retroactively if such retroactivity is not prohibited by applicable law.

An officer of MetLife must approve in Writing any waiver of the terms and provisions of this policy.

A sales representative or other MetLife employee, who is not an officer of MetLife does not have MetLife's authority to approve changes or waivers. A copy of the amendment or endorsement will be provided to the Policyholder for attachment to this policy.

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Incontestability: Statements Made by the Policyholder

Any statement made by the Policyholder will be considered a representation and not a warranty. MetLife will not use such a statement to contest insurance after such insurance has been in force for 2 years from its effective date. MetLife will not use such statement to avoid insurance, reduce benefits or defend a claim unless it is contained in a Written application.

Incontestability: Statements Made by Covered Persons

Any statement made by a Covered Person or a Covered Person's legal representative will be considered a representation and not a warranty. MetLife will not use statements which relate to insurability to contest insurance after such insurance has been in force for 2 years during the Covered Person's life. In addition, MetLife will not use such statements to contest an increase or benefit addition to such insurance after the increase or benefit has been in force for 2 years during the Covered Person's life.

MetLife will not use such statement to avoid insurance, reduce benefits or defend a claim unless the following requirements are met:

1. the statement is in a Written application or enrollment form;
2. the Covered Person or the Covered Person's legal representative has Signed the application or enrollment form; and
3. a copy of the application or enrollment form has been given to the Covered Person, the Covered Person's legal representative or the Covered Person's beneficiary.

Certificates

MetLife will issue certificates to the Policyholder or the Policyholder's designee for delivery to each Certificateholder, as appropriate. Such certificate will describe the Certificateholder's benefits and rights under this policy and are Exhibits to the policy. The term "certificate" includes certificate riders.

Information Needed and Policy Administration

All information necessary to compute Premiums and carry out the terms of this policy will be provided by the Policyholder to MetLife. Such information:

- Must be provided in a timely manner and in a format as agreed to by MetLife and the Policyholder;
- Will be provided, maintained and administered as agreed to in writing by an officer of MetLife and the Policyholder; and
- If maintained by the Policyholder, may be examined by MetLife at any reasonable time.

If MetLife or the Policyholder makes a clerical error in keeping or providing the information, the Premium and/or benefits will be adjusted as warranted, according to the correct information. An error will not end insurance validly in effect, nor will it continue insurance validly ended or create insurance coverage where no coverage existed.

Any act undertaken by the Policyholder that relates to the insurance provided under this policy must be consistent with the terms of such insurance and with MetLife's requirements; including but not limited to the eligibility requirements for coverage as set forth in the certificates to this policy.

Misstatement of Age

If a Covered Person's age is misstated, the correct age will be used to determine if insurance is in effect and, as appropriate, adjust the Premium and/or benefits.

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Non-Dividend Paying

This policy does not pay dividends.

Conformity with Law

The provisions of this policy conform to the minimum requirements of Montana law and control over any conflicting statues of any state in which an insured resides on or after the effective date of this policy.

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SCHEDULE OF EXHIBITS

Exhibit Number	Exhibit Type	Applies To	Effective Date
1	Schedule of Premium Rates	All Covered Persons	May 1, 2022
2	Certificate Forms	All Covered Persons	May 1, 2022

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EXHIBIT 1

SCHEDULE OF INITIAL PREMIUM RATES

The initial monthly Premium rates for the insurance provided by this policy are as follows:

Vision Insurance: $9.26 per Employee insured hereunder for Vision Insurance.

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EXHIBIT 2

CERTIFICATE FORMS

Certificate Number	Certificate Form	Applies To	Effective Date
1	GCERT2000	All Covered Persons	May 1, 2022

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THIS IS THE END OF THE GROUP INSURANCE POLICY.
THE FOLLOWING IS ADDITIONAL INFORMATION REGARDING GUARANTEE ASSOCIATION NOTICES.
DETACH AND SAVE THESE AS A SEPARATE DOCUMENT.

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ALASKA

Summary Concerning Coverage, Limitations, and Exclusions under the Alaska Life and Health Insurance Guaranty Association Act

A resident of Alaska who purchases life insurance, annuities, or accident and health insurance should know that an insurance company licensed in the state to write these types of insurance is a member of the Alaska Life and Health Insurance Guaranty Association. The purpose of this association is to assure that a policyholder will be protected within statutory limits if a member insurer becomes financially unable to meet its obligations. If this should happen, the guaranty association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state, and in some cases, to keep coverage in force. However, the valuable extra protection provided by these insurers through the guaranty association is not unlimited. This protection is not a substitute for your care in selecting a company that is well managed and financially stable.

The state law that provides for this safety net coverage is called the Alaska Life and Health Insurance Guaranty Association Act. The full text of the act can be found in AS 21.79.010 – 21.79.990. Provided below is a brief summary of this law's coverages, exclusions, and limits. This summary does not cover all provisions of the law, nor does it in any way change your rights or cw

COVERAGE

Generally, an individual will be protected by the life and health insurance guaranty association if the individual lives in Alaska and holds a life or health insurance contract or annuity contract, or if the insured is insured under a group insurance contract issued by a member insurer. The beneficiary, payee, or assignee of an insured person is protected as well, even if a non-resident of Alaska.

EXCLUSIONS FROM COVERAGE

The association does not protect a person holding a policy if:

- the individual is eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- the insurer was not authorized to do business in this state; or
- the policy is issued by an organization that is not a member of the Alaska Life and Health Insurance Guaranty Association.

The association does not provide coverage for:

- a policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- a policy of reinsurance (unless an assumption certificate was issued);
- an interest rate yield that exceeds an average rate;
- a dividend;
- a credit given in connection with the administration of a policy by a group contract holder;
- an employer's plan to the extent that it is self-funded (that is, not insured by an insurance company, even if an insurance company administers the plan);
- an unallocated annuity contract issued to an employee benefit plan protected under the United States Pension Benefit Guaranty Corporation.
- that part of an unallocated annuity contract not issued to a specific employee; union, association of natural persons benefit plan, or a government lottery;

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- any portion of a policy or contract to the extent that the required assessments are preempted by federal or state law;
- an obligation that does not arise under the express written terms of the policy or contract issued by the insurer;
- certain obligations to provide a book value accounting guaranty for defined contribution benefit plan participants; or
- that part of a policy or contract that provides for interest or other changes in value to be determined by the use of an index or other external reference stated in the policy or contract.

LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the association is obligated to pay. The association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, no matter how many policies or contracts were issued by the same company, even if such contracts provided different types of coverages, the association will pay a maximum of:

- $300,000 in net life insurance death benefits and no more than $100,000 in net cash surrender and net cash withdrawal values for life insurance;
- for health insurance benefits, $100,000 for coverages not defined as disability income, health benefit plans or long-term care insurance, including any net cash surrender and net cash withdrawal values;
- $300,000 for disability income insurance and long-term care insurance;
- $500,000 for health benefit plans;
- $250,000 in the present value of annuity benefits; including net cash surrender and net cash withdrawal value;
- with respect to a structured settlement annuity, $250,000 in present value annuity benefits, in the aggregate, including net cash surrender and net cash withdrawal values;
- $250,000 in the aggregate, of present-value annuity benefits, including net cash surrender and net cash withdrawal values with respect to an individual participating in a governmental retirement plan established under 26 U.S.C. 401, 26 U.S.C.403(b), or 26 U.S.C. 457 and covered by an unallocated annuity contract, or to a beneficiary of the individual if the individual is deceased; or
- $5,000,000 in unallocated annuity contract benefits, irrespective of the number of contracts held by that contract holder, with respect to any one contract holder or plan sponsor whose plan owns, directly or in trust, one or more unallocated annuity contracts.

Note to benefit plan trustees or other holders of unallocated annuities (GICs, DA Cs, etc.) covered by the act: for unallocated annuities that fund government retirement plans under sections 401(k), 403(b), or 457 of the Internal Revenue Code, the limit is $250,000 in present value of annuity benefits including net cash surrender and net cash withdrawal per participating individual. In no event shall the association be liable to spend more than $300,000 in the aggregate per individual. For covered unallocated annuities that fund other plans, a special limit of $5,000,000 applies to each contract holder, regardless of the number of contracts held with the same company or number of persons covered. In all cases the contract limits also apply.

COMPLAINTS AND COMPANY FINANCIAL INFORMATION

A written complaint to allege violation of any provision of the Alaska Life and Health Insurance Guaranty Association Act must be filed with the Division of Insurance, 550 West Seventh Avenue, Suite 1560, Anchorage, Alaska, 99501-3567; telephone (907)269-7900. Financial information for an insurance company, if the insurance information is not proprietary, is available at the same address and telephone number. The guaranty association should not be contacted regarding the financial information of an insurance company.

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The association is not an agency of the State of Alaska nor are there any guarantees by the State of Alaska regarding the payment of claims by the association. The guaranty association is not your insurance company.

Alaska Life and Health Insurance Guaranty Association
P.O. Box 220207
Anchorage, Alaska 99522-0207
(907)243-2311

Division of Insurance
550 West Seventh Avenue, Suite 1560
Anchorage, Alaska 99501-3567
(907)269-7900

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TEXAS

How you're protected if your life or health insurance company fails

The Texas Life and Health Insurance Guaranty Association protects you by paying your covered claims if your life or health insurance company is insolvent (can't pay its debts). **This notice summarizes your protections.**

The Association will pay your claims, with some exceptions required by law, if your company is licensed in Texas and a court has declared it insolvent. You must live in Texas when your company fails. If you don't live in Texas, you may still have some protections.

For each insolvent company, the Association will pay a person's claims only up to these dollar limits set by law:

- **Accident, accident and health, or health insurance (including HMOs):**
  - Up to $500,000 for health benefit plans, with some exceptions.
  - Up to $300,000 for disability income benefits.
  - Up to $300,000 for long-term care insurance benefits.
  - Up to $200,000 for all other types of health insurance.
- **Life insurance:**
  - Up to $100,000 in net cash surrender or withdrawal value.
  - Up to $300,000 in death benefits.
- **Individual annuities:** Up to $250,000 in the present value of benefits, including cash surrender and net cash withdrawal values.
- **Other policy types:** Limits for group policies, retirement plans and structured settlement annuities are in Chapter 463 of the Texas Insurance Code.
- **Individual aggregate limit:** Up to $300,000 per person, regardless of the number of policies or contracts. A limit of $500,000 may apply for people with health benefit plans.
- **Parts of some policies might not be protected:** For example, there is no protection for parts of a policy or contract that the insurance company doesn't guarantee, such as some additions to the value of variable life or annuity policies.

To learn more about the Association and your protections, contact:	For questions about insurance, contact:
Texas Life and Health Insurance Guaranty Association 515 Congress Avenue, Suite 1875 Austin, TX 78701 1-800-982-6362 or www.txlifega.org	**Texas Department of Insurance** P.O. Box 149104 Austin, TX 78714-9104 1-800-252-3439 or www.tdi.texas.gov

Note: You're receiving this notice because Texas law requires your insurance company to send you a summary of your protections under the Texas Life and Health Insurance Guaranty Association Act (Insurance Code, Chapter 463). These protections apply to insolvencies that occur on or after September 1, 2019. **There may be other exceptions that aren't included in this notice.** When choosing an insurance company, you should not rely on the Association's coverage. Texas law prohibits companies and agents from using the Association as an inducement to buy insurance or HMO coverage.

Chapter 463 controls if there are differences between the law and this summary.

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ARKANSAS

LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy and contract owners who live in this state and, in some cases, to keep coverage in force. Please note that the valuable extra protection provided by the member insurers through the Guaranty Association is limited. This protection is not a substitute for a consumers' careful consideration in selecting insurance companies that are well managed and financially stable.

DISCLAIMER

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") provides coverage of claims under some types of policies or contracts if the insurer or health maintenance organization becomes impaired or insolvent. COVERAGE MAY NOT BE AVAILABLE FOR YOUR POLICY. Even if coverage is provided, there are significant limits and exclusions. Coverage is always conditioned on residence in the State of Arkansas. Other conditions may also preclude coverage.

The Guaranty Association will respond to any questions you may have which are not answered by this document. Your insurer or health maintenance organization and agent are prohibited by law from using the existence of the association or its coverage to sell you an insurance policy or health maintenance organization coverage.

You should not rely on availability of coverage under the Guaranty Association when selecting an insurer or health maintenance organization.

The Arkansas Life and Health Insurance Guaranty Association
c/o The Liquidation Division
1023 West Capitol
Little Rock, Arkansas 72201

Arkansas Insurance Department
1 Commerce Way, Suite 102
Little Rock, Arkansas 72202

The state law that provides for this safety net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"), which is codified at Ark. Code Ann. §§ 23-96-101, *et. seq*. Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act, nor does it in any way change any person's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

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COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons owning such policies are NOT protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state; or
- Their policy or contract was issued by a hospital or medical service organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends, voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employer plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contractholders, not individuals);
- Unallocated annuity contracts issued to or in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC") regardless of whether the FPBC is yet liable;
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by state or federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, other documents which do not meet filing requirements, claims for policy misrepresentations, and extra-contractual or penalty claims: or
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustee(s).

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LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover. The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of $300,000 in life insurance death benefits without regard to the number ofpolicies and contracts there were with the same company, even if they provided different types of coverages. The Guaranty Association will pay a maximum of $500,000 in health benefits, provided that coverage for disability insurance benefits and long-term care insurance benefits shall not exceed $300,000. The Guaranty Association will pay $300,000 in present value of annuity benefits, including net cash surrender and net cash withdrawal values. There is a $1,000,000 limit with respect to any contract holder for unallocated annuity benefits. These are limitations under which the Guaranty Association is obligated to operate prior to considering either its subrogation and assignment rights or the extent to which those benefits could be provided from assets of the impaired or insolvent insurer.

SAMPLE--DO NOT DISTRIBUTE

CALIFORNIA

NOTICE OF PROTECTION PROVIDED BY CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

COVERAGE

- **Persons Covered**

Generally, an individual is covered by the Association if the insurer was a member of the Association *and* the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

- **Amounts of Coverage**

The basic coverage protections provided by the Association are as follows.

- **Life Insurance, Annuities and Structured Settlement Annuities**

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

- Life Insurance
  80% of death benefits but not to exceed $300,000
  80% of cash surrender or withdrawal values but not to exceed $100,000

- Annuities and Structured Settlement Annuities
  80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed $250,000

The maximum amount of protection provided by the Association to an individual, for *all* life insurance, annuities and structured settlement annuities is $300,000, regardless of the number of policies or contracts covering the individual.

- **Health Insurance**

The maximum amount of protection provided by the Association to an individual, as of October 1, 2016, is $554,556. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer.

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COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society
- If the person is provided coverage by the guaranty association of another state.
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual
- Employer and association plans, to the extent they are self-funded or uninsured
- A policy or contract providing any health care benefits under Medicare part C or Part D
- An annuity issued by an organization that is only licensed to issue charitable gift annuities
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract
- Any policy of reinsurance unless an assumption certificate was issued
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1607.02(b)(2)(C).

NOTICES

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at www.califega.org, or contact with of the following:

California Life and Health Insurance
Guarantee Association
P.O. Box 16860,
Beverly Hills, CA 90209-3319
(323) 782-0182

California Department of Insurance
Consumer Communications Bureau
300 South Spring Street
Los Angeles, CA 90013
(800) 927-4357

Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.

SAMPLE-DO NOT DISTRIBUTE

COLORADO

NOTICE OF
PROTECTION PROVIDED BY
LIFE AND HEALTH INSURANCE PROTECTION ASSOCIATION

This notice provides a brief summary of the Life and Health Insurance Protection Association ("the Association") and the protection it provides for policyholders. This safety net was created under Colorado law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Colorado law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association are:

- Life Insurance
  - $300,000 in death benefits
  - $100,000 in cash surrender or withdrawal values
- Health Insurance
  - $500,000 in hospital, medical and surgical insurance benefits
  - $300,000 in disability insurance benefits
  - $300,000 in long-term care insurance benefits
  - $100,000 in other types of health insurance benefits
- Annuities
  - $250,000 in withdrawal and cash values

In general, the maximum amount of protection for each individual, regardless of the number of policies or contracts, is $300,000. Special rules may apply with regard to hospital, medical and surgical insurance benefits.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Colorado law.

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website www.colifega.org or contact:

Colorado Life and Health
Insurance Protection Association
201 Robert S. Kerr Ave. Suite 600
Oklahoma City, OK 73102
1-800-337-7796

Colorado Division of Insurance
1560 Broadway, Suite 850
Denver, CO 80202

(303) 894-7499

Insurance companies and agents are not allowed by Colorado law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and Colorado law, then Colorado law will control.

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DISTRICT OF COLUMBIA

SUMMARY OF GENERAL PURPOSES, COVERAGE LIMITATIONS AND CONSUMER PROTECTION

General Purposes

Residents of the District of Columbia should know that licensed insurers who sell health insurance, life insurance, and annuities in the District of Columbia are members of the District of Columbia Life and Health Insurance Guaranty Association ("Guaranty Association").

The purpose of the Guaranty Association is to provide statutorily-determined benefits associated with covered policies and contracts in the unlikely event that a member insurer is unable to meet its financial obligations and is found by a court of law to be insolvent. When a member insurer is found by a court to be insolvent, the Guaranty Association will assess the other member insurers to satisfy the benefits associated with any outstanding covered claims of persons residing in the District of Columbia. However, the protection provided through the Guaranty Association is subjected to certain statutory limits explained under "Coverage Limitations" section, below. In some cases, the Guaranty Association may facilitate the reassignment of policies or contracts to other licensed insurance companies to keep the coverage in-force, with no change in contractual rights or benefits.

Coverage

The Guaranty Association, established pursuant to the Life and Health Guaranty Association Act of 1992 ("Act"), effective July 22, 1992 (D.C. Law 9-129; D.C. Official Code Section 31-5401 *et seq.*), provides insolvency protection for certain types of insurance policies and contracts.

The insolvency protections provided by the Guaranty Association is generally conditioned on a person being 1) a resident of the District of Columbia and 2) the individual insured or owner under a health insurance, life insurance, or annuity contract issued by a member insurer, or insured under a group policy insurance contract issued by a member insurer. Beneficiaries, payees, or assignees of District insureds are also covered under the Act, even if they reside in another state.

Coverage Limitations

The Act also limits the amount the Guaranty Association is obligated to pay. The benefits for which the Guaranty Association may become liable shall be limited to the lesser of:

* The contractual obligations for which the insurer is liable or for which the insurer would have been liable if it were not an impaired or insolvent insurer; or

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* With respect to any one life, regardless of the number of policies, contracts, or certificates:
    - $300,000 in life insurance death benefits for any one life; including net cash surrender or net cash withdrawal values;
    - $300,000 in the present value of annuity benefits, including net cash surrender or net cash withdrawal values;
    - $300,000 in the present value of structured settlement annuity benefits, including net cash surrender or net cash withdrawal values;
    - $300,000 for long-term care insurance benefits;
    - $300,000 for disability insurance benefits;
    - $500,000 for basic hospital, medical, and surgical insurance, or major medical insurance benefits;
    - $100,000 for coverage not defined as disability insurance or basic hospital, medical and surgical insurance or major medical insurance or long term care insurance including any net cash surrender and net cash withdrawal values.

In no event is the Guaranty Association liable for more than $300,000 with respect to any one life ($500,000 in the event of basic hospital, medical, and surgical insurance, or major medical insurance).

Additionally, the Guaranty Association is not obligated to cover more than $5,000,000 for multiple non-group policies of life insurance with one owner of regardless of the number of policies owned.

Exclusions Examples

Policy or contract holders are not protected by the Guaranty Association if:

* They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was domiciled in a state whose guaranty association law protects insureds that live outside of that state);
* Their insurer was not authorized to do business in the District of Columbia; or
* Their policy was issued by a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, a non-profit hospital or medical service organization, a health maintenance organization, or a risk retention group.

The Guaranty Association also does not cover:

* Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk;
* Any policy of reinsurance (unless an assumption certificate was issued);

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* Any plan or program of an employer or association that provides life, health, or annuity benefits to its employees or members and is self-funded;
* Interest rate guarantees which exceed certain statutory limitations;
* Dividends, experience rating credits or fees for services in connection with a policy;
* Credits given in connection with the administration of a policy by a group contract holder; or
* Unallocated annuity contacts.

Consumer Protection

To learn more about the above referenced protections, please visit the Guaranty Association's website at www.dclifega.org. Additional questions may be directed to the District of Columbia Department of Insurance, Securities and Banking (DISB) and they will respond to questions not specifically addressed in this disclosure document.

Policy or contract holders with additional questions may contact either:

District of Columbia
Department of Insurance, Securities and Banking
1050 First St NE #801
Washington, DC 20002
Ph: (202) 727-8000
Fax: (202) 354-1085

District of Columbia
Life and Health Guaranty Association
1200 G Street, N.W.
Washington, DC 20005
Ph: (202) 434-8771
Fax: (202) 347-2990

Pursuant to the Act (D.C. Official Code Section 31-5416), insurers are required to provide notice to policy and contract holders of the existence of the Guaranty Association and the amounts of coverage provided under the Act. Your insurer and agent are prohibited by law from using the existence of the Guaranty Association and the protection it provides to market insurance products. You should not rely on insolvency protection provided under the Act when selecting an insurer or insurance product. If you have obtained this document from an agent in connection with the purchase of a policy or contract, you should be aware that such delivery does not guarantee that the Guaranty Association would cover your policy or contract. Any determination of whether a policy or contract will be covered will be determined solely by the coverage provisions of the Act.

This disclosure is intended to summarize the general purpose of the Act and does not address all the provisions of the Act. Moreover, the disclosure is not intended and should not be relied upon to alter any rights established in any policy or contract or under the Act.

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NOTICE CONCERNING COVERAGE LIMITATIONS AND EXCLUSIONS UNDER THE HAWAII LIFE AND DISABILITY INSURANCE GUARANTY ASSOCIATION ACT

Residents of Hawaii who purchase life insurance, annuities or disability insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Hawaii Life and Disability Insurance Guaranty Association. The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

DISCLAIMER

The Hawaii Life and Disability Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Hawaii. You should not rely on coverage by the Hawaii Life and Disability Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy.

The Hawaii Life and Disability Insurance Guaranty Association
1132 Bishop Street, Suite 1590
Honolulu, Hawaii 96813

Department of Commerce & Consumer Affairs
Insurance Division
P.O. Box 3614
Honolulu, Hawaii 96811

The state law that provides for this safety-net coverage is called the Hawaii Life and Disability Insurance Guaranty Association Act. Below is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the Guaranty Association.

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COVERAGE

Generally, individuals will be protected by the Hawaii Life and Disability Insurance Guaranty Association if they live in this state and hold a life or disability insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are not protected by the Guaranty Association if:

* they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state); or
* the insurer was not a member of the Guaranty Association. A nonprofit hospital or medical service organization (the "Blues"), an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or an insurance exchange are examples of nonmember insurers.

The Guaranty Association also does not provide coverage for:

* any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
* any policy of reinsurance (unless an assumption certificate was issued);
* interest rate yields that exceed an average rate;
* dividends;
* credits given in connection with the administration of a policy by a group contractholder;
* employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
* unallocated annuity contracts (which give rights to group contractholders, not individuals).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to pay out. The basic protections provided by the Association are:

- Life Insurance
  $300,000 in death benefits
  $100,000 in cash surrender or withdrawal values
- Health Insurance
  $500,000 in hospital, medical and surgical insurance benefits
  $300,000 in disability insurance benefits
  $300,000 in long-term care insurance benefits
  $100,000 in other types of health insurance benefits
- Annuities
  $250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is $300,000. Special rules may apply with regard to hospital, medical and surgical insurance benefits and with regard to one owner or multiple non-group policies of life insurance.

SAMPLE - DO NOT DISTRIBUTE

ILLINOIS

NOTICE OF PROTECTION PROVIDED BY ILLINOIS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This notice provides a **brief summary** description of the Illinois Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Illinois law which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your member life, annuity, health maintenance organization or health insurance company becomes financially unable to meet its obligations and is placed into Receivership by the Insurance Department of the state in which the company is domiciled. If this should happen, the Association will typically arrange to continue coverage, pay claims, or otherwise provide protection in accordance with Illinois law, with funding from assessments paid by other insurance companies and health maintenance organizations.

The basic protections provided by the Association per insured in each insolvency are:

- Life Insurance
  - $300,000 for death benefits
  - $100,000 for cash surrender or withdrawal values
- Health Insurance
  - $500,000 for health benefit plans*
  - $300,000 for disability insurance benefits
  - $300,000 for long-term care insurance benefits
  - $100,000 for other types of health insurance benefits
- Annuities
  - $250,000 for withdrawal and cash values

*The maximum amount of protection for each individual, regardless of the number of policies or contracts, is $300,000, except special rules apply with regard to health benefit plan benefits for which the maximum amount of protection is $500,000.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also residency requirements and other limitations under Illinois law.

To learn more about these protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at www.ilhiga.org or contact:

Illinois Life and Health Insurance Guaranty Association
901 Warrenville Road, Suite 400
Lisle, Illinois 60532-4324

Illinois Department of Insurance
4th Floor
320 West Washington Street
Springfield, Illinois 62767

Insurance companies, health maintenance organizations and agents are not allowed by Illinois law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company or health maintenance organization, you should not rely on Association coverage. If there is any inconsistency between this notice and Illinois law, then Illinois law will control.

The Association is not an insurance company or health maintenance organization. If you wish to contact your insurance company or health maintenance organization, please use the phone number found in your policy or contact the Illinois Department of Insurance at DOI.InfoDesk@illinois.gov.

SAMPLE-DO NOT DISTRIBUTE

INDIANA

NOTICE OF PROTECTION PROVIDED BY THE INDIANA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This Notice provides a brief summary of the Indiana Life and Health Insurance Guaranty Association ("ILHIGA") and the protection it provides for policyholders. This safety net was created under Indiana law, which determines who and what is covered and the amounts of coverage.

ILHIGA was established to provide protection to policyholders in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations and is taken over by its insurance department. If this should happen, ILHIGA will typically arrange to continue coverage and pay claims, in accordance with Indiana law, with funding from assessments paid by other insurance companies. (For the purposes of this Notice, the terms "insurance company" and "insurer" mean and include health maintenance organizations ("HMOs")).

Basic Protections Currently Provided by ILHIGA

Generally, an individual is covered by ILHIGA if the insurer was a member of ILHIGA and the individual lives in Indiana at the time the insurer is ordered into liquidation with a finding of insolvency. The coverage limits below apply only for companies placed in rehabilitation or liquidation on or after July 1, 2018. The benefits that ILHIGA is obligated to cover are not to exceed the lessor of (a) the contractual obligations for which the member insurer is liable or would have been liable if the member insurer were not an insolvent insurer, or (b) the limits indicated below:

Life Insurance

* $300,000 in death benefits
* $100,000 in net cash surrender or net cash withdrawal values

Health Insurance

* $500,000 for health plan benefits (see definition below)
* $300,000 in disability income and long-term care insurance benefits
* $100,000 in other types of health insurance benefits

Annuities

* $250,000 in present value of annuity benefits (including net cash surrender and net cash withdrawal values)

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is $300,000. Special rules may apply with regard to health benefit plans and covered unallocated annuities.

"Health benefit plan" is defined in IC 27-8-8-2(o), and generally includes hospital or medical expense policies, certificates, HMO subscriber contracts or certificates or other similar health contracts that provide comprehensive forms of coverage for hospitalization or medical services, but excludes policies that provide coverages for limited benefits (such as accident-only, credit, dental-only or vision-only insurance), Medicare Supplement insurance, disability income insurance and long-term care insurance.

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The protections listed above apply only to the extent that benefits are payable under covered policy(s). In no event will the ILHIGA provide benefits greater than the contractual obligations in the life, annuity, or health insurance policy or contract. The statutory limits on ILHIGA coverage have changed over the years and coverage in prior years may not be the same as that set forth in this Notice.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or variable annuity contract.

Benefits provided by a long-term care (LTC) rider to a life insurance policy or annuity contract shall be considered the same type of benefits as the base life insurance policy or annuity to which it relates.

To learn more about the protections provided by ILHIGA, please visit the ILHIGA website at www.inlifega.org or contact:

Indiana Life & Health Insurance
Guaranty Association
3502 Woodview Trace Suite 100
Indianapolis, IN 46268
(317) 636-8204

Indiana Department of Insurance
311 West Washington Street, Suite 103
Indianapolis, IN 46204
(317) 232-2385

The policy or contract that this Notice accompanies might not be fully covered by ILHIGA and even if coverage is currently provided, coverage is (a) subject to substantial limitations and exclusions (some of which are described above), (b) generally conditioned on continued residence in Indiana, and (c) subject to possible change as a result of future amendments to Indiana law and court decisions.

Complaints to allege a violation of any provision of the Indiana Life and Health Insurance Guaranty Association Act must be filed with the Indiana Department of Insurance, 311 W. Washington Street, Suite 103, Indianapolis, IN 46204; (telephone) 317-232-2385.

Insurance companies and agents are not allowed by Indiana law to use the existence of ILHIGA or its coverage to encourage you to purchase any form of insurance or HMO coverage. (IC27-8-8-18(a)). When selecting an insurance company, you should not rely on ILHIGA coverage. If there is any inconsistency between this Notice and Indiana law, Indiana law will control.

Questions regarding the financial condition of a company or your life, health insurance policy or annuity should be directed to your insurance company or agent.

SAMPLE - DO NOT DISTRIBUTE

NOTICE OF PROTECTION PROVIDED BY IOWA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This notice provides a brief summary of the Iowa Life and Health Insurance Guaranty Association (the "Association") and the protection it provides for policyholders. This safety net was created under Iowa law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Iowa law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association are:

* Life Insurance
  - $300,000 in death benefits
  - $100,000 in cash surrender and withdrawal values
* Health Insurance
  - $500,000 in basic hospital, medical-surgical and major medical insurance benefits
  - $300,000 in disability income insurance benefits
  - $300,000 in long-term care insurance benefits
  - $100,000 in other types of health insurance benefits
* Annuities
  - $250,000 in annuity benefits, cash surrender and withdrawal values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is $350,000. Special rules may apply with regard to hospital, medical-surgical and major medical insurance benefits.

Note: Certain policies and contracts may not be covered or fully covered. If coverage is available, it will be subject to substantial limitations and exclusions. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements under Iowa law.

To learn more about the Association and the protections it provides, as well as those relating to group contracts or retirement plans, please visit the Association's website at www.ialifega.org, or contact:

Iowa Life and Health Insurance
Guaranty Association
700 Walnut Street, Suite 1600
Des Moines, IA 50309
(515) 248-5712

Iowa Insurance Division
330 Maple Street
Des Moines, IA 50319
(515) 281-5705

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Information about the financial condition of insurers is available from a variety of sources, including financial rating agencies such as AM Best Company, Fitch Inc., Moody's Investors Service, Inc., and Standard & Poor's. That information may be accessed from the "Helpful Links & Information" page located on the website of the Iowa Insurance Division at www.iid.state.ia.us.

The Association is subject to supervision and regulation by the Commissioner of the Iowa Insurance Division. Persons who desire to file a complaint to allege a violation of the laws governing the Association may contact the Iowa Insurance Division. State law provides that any suit against the Association shall be brought in the Iowa District Court in Polk County, Iowa.

Insurance companies and agents are not allowed by Iowa law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and Iowa law, then Iowa law will control.

SAMPLE--DO NOT DISTRIBUTE

KANSAS

GENERAL PURPOSES AND LIMITATIONS OF THE
KANSAS LIFE AND HEALTH
INSURANCE GUARANTY ASSOCIATION
K.S.A. 40-3001, et. seq.

DISCLAIMER

THE KANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION MAY NOT PROVIDE COVERAGE FOR ALL OR A PORTION OF THIS POLICY. IF COVERAGE IS PROVIDED, IT MAY BE SUBJECT TO SUBSTANTIAL LIMITATIONS AND EXCLUSIONS, AND IS CONDITIONED UPON RESIDENCY IN THIS STATE. THEREFORE, YOU SHOULD NOT RELY UPON COVERAGE BY THE KANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION IN SELECTING AN INSURANCE COMPANY OR IN SELECTING AN INSURANCE POLICY. INSURANCE COMPANIES AND THEIR AGENTS ARE PROHIBITED BY LAW FROM USING THEEXISTENCE OF THE KANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION IN SELLING YOU ANY FORM OF AN INSURANCE POLICY, OR TO INDUCE YOU TO PURCHASE ANY FORM OF AN INSURANCE POLICY. EITHER THE KANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION OR THE KANSAS INSURANCE DEPARTMENT WILL RESPOND TO ANY QUESTIONS YOU HAVE REGARDING THIS DOCUMENT.

Kansas Life and Health Insurance
Guaranty Association
3745 SW Wanamaker Road, Suite C
Topeka, KS 66610

Kansas Insurance Department
1300 SW Arrowhead Road
Topeka, KS 66604

This is a brief summary of the Kansas Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. If there is any inconsistency between this notice and Kansas law, then Kansas law will control.

The Association was established to provide protection in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Kansas law, with funding from assessments paid by other insurance companies. This safety net was created under Kansas law, which determines who and what is covered and the amounts of coverage. The basic protections provided by the Association are:

- Life Insurance
  $300,000 in death benefits
  $100,000 in cash surrender or withdrawal values
- Health Insurance
  $500,000 in hospital, medical and surgical insurance benefits
  $300,000 in disability insurance benefits
  $300,000 in long-term care insurance benefits
  $100,000 in other types of health insurance benefits
- Annuities
  $250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is $300,000. Special rules may apply with regard to hospital, medical and surgical insurance benefits, as well as certain aggregate limits.

SAMPLE--DO NOT DISTRIBUTE

LOUISIANA

Summary of the Louisiana Life and Health Insurance Guaranty Association Law and Notice Concerning Coverage Limitations and Exclusions

Residents of Louisiana who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are required by law to be members of the Louisiana Life and Health Insurance Guaranty Association (LLHIGA). The purpose of LLHIGAis to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this happens, LLHIGA will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state, and in some cases, to keep coverage in force. However, the valuable extra protection provided by these insurers through LLHIGA is limited. As noted in the disclaimer below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

Disclaimer

The Louisiana Life and Health Insurance Guaranty Association provides coverage of claims under some types of policies if the insurer becomes impaired or insolvent. COVERAGE MAY NOT BE AVAILABLE FOR YOUR POLICY. Even if coverage is provided, there are significant limits and exclusions. Coverage isgenerally conditioned upon residence in this state. Other conditions may also preclude coverage.

Insurance companies and insurance agents are prohibited by law from using the existence of the association or its coverage to sell you an insurance policy.

You should not rely on the availability of coverage under the Louisiana Life and Health Insurance Guaranty Association when selecting an insurer.

The Louisiana Life and Health Insurance Guaranty Association or the Department of Insurance will respond to any questions you may have which are not answered by this document.

LLHIGA
P.O. Box 3337
Baton Rouge, Louisiana 70821

Department of Insurance
P.O. Box 94214
Baton Rouge, Louisiana 70804-9214

The state law that provides for this safety-net coverage is called the Louisiana Life and Health Insurance Guaranty Association Law (the Law), and is set forth at R.S. 22:2081 et seq. The following is a brief summary of this Law's coverages, exclusions and limits. This summary does not cover all provisions of the Law; nor does it in any way change any person's rights or obligations under the Law or the rights or obligations of LLHIGA.

COVERAGE

Generally, individuals will be protected by the Life and Health Insurance Guaranty Association if they live in this state and hold a covered life, health, or annuity policy, plan or contract issued by an insurer (including a health maintenance organization) authorized to conduct business in Louisiana. The beneficiaries, payees or assignees of insured persons may also be protected as well even if they live in another state unless they are afforded coverage by the guaranty association of another state, or other circumstances described under the Law are applicable.

SAMPLE-DO NOT DISTRIBUTE

EXCLUSIONS FROM COVERAGE

A person who holds a covered life, health, or annuity policy, plan or contract is not protected by LLHIGA if:

(1) He is eligible for protection under the laws of another state (This may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state.);

(2) The insurer was not authorized to do business in this state;

(3) His policy was issued by a profit or nonprofit hospital or medical service organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, an insurance exchange, an organization that issues charitable gift annuities as is defined in R.S. 22:952(A)(3), or any entity similar to any of these.

LLHIGA also does not provide coverage for:

(1) Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;

(2) Any policy of reinsurance (unless an assumption certificate was issued);

(3) Interest rate or crediting rate yields, or similar factors employed in calculating changes in value, that exceed an average rate;

(4) Dividends, premium refunds, or similar fees or allowances described under the Law;

(5) Credits given in connection with the administration of a policy by a group contract holder;

(6) Employers', associations' or similar entities' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them) or uninsured;

(7) Unallocated annuity contracts (which give rights to group contract holders, not individuals), except unallocated annuity contracts and defined contribution government plans qualified under section 403(b) of the United States Internal Revenue Code (26 U.S.C. §403(b)).

(8) An obligation that does not arise under the express written terms of the policy or contract issued by the insurer to the policy owner or contract owner, including but not limited to, claims described under the Law;

(9) A policy or contract providing any hospital, medical, prescription drug or other health care benefits pursuant to "Medicare Part A Coverage", "Medicare Part B Coverage", "Medicare Part C Coverage", "Medicare Part D Coverage" or "Medicaid" and any regulations issued pursuant to those parts;

(10) Interest or other changes in value to be determined by the use of an index or other external references but which have not been credited to the policy or contract or as to which the policy or contract owner's rights are subject to forfeiture, as of the date the member insurer becomes an impaired or insolvent insurer, whichever is earlier.

LIMITS ON AMOUNTS OF COVERAGE

The Louisiana Life and Health Insurance Guaranty Association Law also limits the amount that LLHIGA is obligated to pay out. The benefits for which LLHIGA may become liable shall in no event exceed the lesser of the following:

(1) LLHIGA cannot pay more than what the insurance company would owe under a policy or contract if it were not an impaired or insolvent insurer.

(2) For any one insured life, regardless of the number of policies or contracts there are with the same company, LLHIGA will pay a maximum of $300,000 in life insurance death benefits, but not more than $100,000 in net cash surrender and net cash withdrawal values for life insurance.

(3) For any one insured life, regardless of the number of policies and contracts there are with the same company, LLHIGA will pay a maximum of $500,000 in health insurance benefits, and LLHIGA will pay a maximum of $250,000 in present value of annuities, including net cash surrender and net cash withdrawal values.

In no event, regardless of the number of policies and contracts there were with the same company, and no matter how many different types of coverages, LLHIGA shall not be liable to expend more than $500,000 in the aggregate with respect to any one individual.

SAMPLE--DO NOT DISTRIBUTE

NOTICE OF PROTECTION PROVIDED BY
MARYLAND LIFE AND HEALTH
INSURANCE GUARANTY CORPORATION

This notice provides a brief summary of the Maryland Life and Health Insurance Guaranty Corporation (the Corporation) and the protection it provides for policyholders and contract holders. This safety net was created under Maryland law, which determines who and what is covered and the amounts of coverage.

The Corporation is not a department or unit of the State of Maryland and the liabilities or debts of the Life and Health Insurance Guaranty Corporation are not liabilities or debts of the State of Maryland.

The Corporation was established to provide protection in the unlikely event that your health maintenance organization or your life, annuity, or health insurance company becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Corporation will typically arrange to continue coverage and pay claims, in accordance with Maryland law, with funding from assessments paid by other insurance companies and health maintenance organizations.

The basic protections provided by the Corporation are:
- Life Insurance
  - $300,000 in death benefits
  - $100,000 in cash surrender or withdrawal values
- Health Insurance or Health Benefit Plans
  - $500,000 for coverage provided by health benefit plans
  - $300,000 for disability insurance
  - $300,000 for long-term care insurance
  - $100,000 for a type of health insurance not listed above, including any net cash surrender and net cash withdrawal values under the types of health insurance listed above
- Annuities
  - $250,000 in the present value of annuity benefits, including net cash withdrawal values and net cash surrender values
  - With respect to each payee under a structured settlement annuity, or beneficiary of the payee, $250,000 in present value annuity benefits, in the aggregate, including any net cash surrender and net cash withdrawal values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is:
- $300,000 in aggregate for all types of coverage listed above, with the exception of coverage provided by health benefit plans
- $500,000 in aggregate for coverage provided by health benefit plans

NOTE: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Maryland law.

SAMPLE--DO NOT DISTRIBUTE

To learn more about the above protections, please visit the Corporation's website at www.mdlifega.org, or contact:

Maryland Life and Health Insurance Guaranty Corporation
6210 Guardian Gateway
Suite 195APG
Aberdeen, Maryland 21005
410-248-0407

Insurance companies, health maintenance organizations and insurance producers are not allowed by Maryland law to use the existence of the Corporation or its coverage to encourage you to purchase any form of insurance or a health benefit plan. When selecting an insurance company or health maintenance organization, you should not rely on Corporation coverage. If there is any inconsistency between this notice and Maryland law, then Maryland law will control.

SAMPLE--DO NOT DISTRIBUTE

MINNESOTA

Metropolitan Life Insurance Company
200 Park Avenue
New York, New York 10166
1-800-638-5433

NOTICE CONCERNING POLICYHOLDER RIGHTS IN AN INSOLVENCY UNDER THE MINNESOTA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION LAW

If the insurer who issued your life, annuity, or health insurance policy becomes impaired or insolvent, you are entitled to compensation for your policy from the assets of that insurer. The amount you recover will depend on the financial condition of the insurer. In addition, residents of Minnesota who purchase life insurance, annuities, or health insurance from insurance companies authorized to do business in Minnesota are protected, SUBJECT TO LIMITS AND EXCLUSIONS, in the event the insurer becomes financially impaired or insolvent. This protection is provided by the Minnesota Life and Health Insurance Guaranty Association.

Minnesota Life and Health Insurance Guaranty Association
3300 Wells Fargo Center
90 South 7th Street
Minneapolis, MN 55402
Phone: 612-322-8713
Fax: 402-474-5393

The maximum amount the guaranty association will pay for all policies issued on one life by the same insurer is limited to $500,000. Subject to this $500,000 limit, the guaranty association will pay up to $500,000 in life insurance death benefits, $130,000 in net cash surrender and net cash withdrawal values for life insurance, $500,000 in health insurance benefits, including any net cash surrender and net cash withdrawal values, $250,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values, $410,000 in present value of annuity benefits for annuities which are part of a structured settlement or for annuities in regard to which periodic annuity benefits, for a period of not less than the annuitant's lifetime or for a period certain of not less than ten years, have begun to be paid on or before the date of impairment or insolvency, or if no coverage limit has been specified for a covered policy or benefit, the coverage limit shall be $500,000 in present value. Unallocated annuity contracts issued to retirement plans, other than defined benefit plans, established under Section 401, 403(b), or 457 of the Internal Revenue Code of 1986, as amended through December 31, 1992; are covered up to $250,000 in net cash surrender and net cash withdrawal values, for Minnesota residents covered by the plan provided, however, that the association shall not be responsible for more than $10,000,000 in claims from all Minnesota residents covered by the plan. If total claims exceed $10,000,000, the $10,000,000 shall be prorated among all claimants. These are the maximum claim amounts. Coverage by the guaranty association is also subject to other substantial limitations and exclusions and requires continued residency in Minnesota. If your claim exceeds the guarantyassociation's limits, you may still recover a part or all of that amount from the proceeds of the liquidation of theinsolvent insurer, if any exist. Funds to pay claims may not be immediately available.

The guaranty association assesses insurers licensed to sell life and health insurance in Minnesota after the insolvency occurs. Claims are paid from this assessment. THE COVERAGE PROVIDED BY THE GUARANTY ASSOCIATION IS NOT A SUBSTITUTE FOR USING CARE IN SELECTING INSURANCE COMPANIES THAT ARE WELL MANAGED AND FINANCIALLY STABLE. IN SELECTING AN INSURANCE COMPANY OR POLICY, YOU SHOULD NOT RELY ON COVERAGE BY THE GUARANTY ASSOCIATION. THIS NOTICE IS REQUIRED BY MINNESOTA STATE LAW TO ADVISE POLICYHOLDERS OF LIFE, ANNUITY, OR HEALTH INSURANCE POLICIES OF THEIR RIGHTS IN THE EVENT THEIR INSURANCE CARRIER BECOMES FINANCIALLY INSOLVENT.

THIS NOTICE IN NO WAY IMPLIES THAT THE COMPANY CURRENTLY HAS ANY TYPE OF FINANCIAL PROBLEMS. ALL LIFE, ANNUITY AND HEALTH INSURANCE POLICIES ARE REQUIRED TO PROVIDE THIS NOTICE.

SAMPLE FOR WEB DISTRIBUTE

MISSISSIPPI

NOTICE OF PROTECTION PROVIDED BY MISSISSIPPI LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This notice provides a brief summary of the Mississippi Life and Health Insurance Guaranty Association (the "Association") and the protection it provides for policyholders. This safety net was created by Mississippi law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, annuity or health insurer becomes financially unable to meet its obligations. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Mississippi law, with funding from assessments paid by other insurance companies. (For purposes of this notice, the terms "insurance company" and "insurer" include health maintenance organizations (HMOs).)

The basic protections provided by the Association are:

Life Insurance
- $300,000 in death benefits
- $100,000 in net cash surrender and net cash withdrawal values

Health Insurance
- $500,000 for health benefit plans (see definition below)
- $300,000 in disability income insurance benefits
- $300,000 in long-term care insurance benefits
- $100,000 in other types of health insurance benefits

Annuities
- $250,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values.

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is $300,000. Special rules may apply with regard to health benefit plans.

"Health benefit plan" is defined in Miss. Code Ann. § 83-23-209 and generally includes hospital or medical expense policies, contracts or certificates, or HMO subscriber contracts that provide comprehensive forms of coverage for hospitalization or medical services, but excludes policies that provide coverages for limited benefits (such as dental-only or vision-only insurance), Medicare Supplement insurance, disability income insurance and long-term care insurance (LTCI).

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Mississippi law.

Benefits provided by a long-term care (LTC) rider to a life insurance policy or annuity contract shall be considered the same type of benefits as the base life insurance policy or annuity contract to which it relates.

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To learn more about the above protections, limitations and exclusions, as well as protections relating to group contracts or retirement plans, please visit the Association's website at www.mslifega.org, or contact:

Mississippi Life and Health Insurance
Guaranty Association
330 North Mart Plaza
Jackson, MS 39206-5327
601-981-0755

Mississippi Insurance Department
Woolfolk Building
501 N. West Street, Suite 1001
Jackson, MS 39201
601-359-3569

To file a complaint or seek information about the financial condition of an insurer, contact the Mississippi Insurance Department.

Your insurer is required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Association for the purpose of sales, solicitation or inducement to purchase any form of insurance.

SAMPLE--DO NOT DISTRIBUTE

MISSOURI

NOTICE OF PROTECTION PROVIDED BY MISSOURI
LIFE AND HEALTH INSURANCE GUARANTY
ASSOCIATION

This notice provides a *brief summary* of the Missouri Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Missouri law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, annuity, or health insurance company becomes financially unable to meet its obligations and is taken over by its insurance department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Missouri law, with funding from assessments paid by other insurance companies. (For purposes of this notice, the terms "insurance company" and "insurer" include health maintenance organizations (HMOs).) The basic protections provided by the Association are as follows:

* Life Insurance
* $300,000 in death benefits, but not more than $100,000 in net cash surrender and net cash withdrawal values
* Health Insurance
* $500,000 for health benefit plans
* $300,000 in disability insurance benefits
* $300,000 in long-term care insurance benefits
* $100,000 in other types of health insurance benefits
* Annuities
* $250,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is as follows:

* $300,000 in aggregate for all types of coverage listed above, with the exception of health benefit plans

* $500,000 in aggregate for health benefit plans

* $5,000,000 to one policy owner of multiple nongroup policies of life insurance, whether the policy owner is an individual, firm, corporation, or other person, and whether the persons insured are officers, managers, employees, or other persons

"Health benefit plan" is defined in section 376.718, RSMo.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Missouri law.

Benefits provided by a long-term care (LTC) rider to a life insurance policy or annuity contract shall be considered the same type of benefits as the basic life insurance policy or annuity contract to which it relates.

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at www.mo-iga.org, or contact:

Missouri Life and Health Insurance
Guaranty Association
2210 Missouri Boulevard
Jefferson City, Missouri 65109
Ph.: 573-634-8455
Fax: 573-634-8488

Missouri Department of Commerce and Insurance,
301 West High Street, Room 530
Jefferson City, Missouri 65101
Ph.: 573-522-6115

Insurance companies and agents are not allowed by Missouri law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance or HMO coverage. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and Missouri law, then Missouri law will control.

SAMPLE - DO NOT DISTRIBUTE

MONTANA

NOTICE OF PROTECTION PROVIDED BY MONTANA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This notice provides a **brief summary** of the Montana Life and Health Insurance Guaranty Association (the Association) and the protection it provides for policyholders.

The Association was established under Montana law to provide protection in the unlikely event that a life, annuity or health insurance issuer becomes financially unable to meet its obligations and is placed into liquidation. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Montana law, with funding from assessments paid by other insurance companies.

In the event a company is placed into liquidation, benefits provided by the Association are payable according to the insurance policy or certificate, and subject to the following maximum limits:

- Life Insurance
  - $300,000 in death benefits, but limited to
  - $100,000 in cash surrender and net cash withdrawal values
- Health Insurance
  - $500,000 in health insurance benefits
  - $300,000 in disability income insurance benefits
  - $300,000 in long-term care insurance benefits
  - $100,000 in other types of health insurance benefits
- Annuities
  - $250,000 present value, including net cash surrender and net cash withdrawal values

The maximum amount of protection is $300,000 in benefits with respect to any one life regardless of the number of policies or contracts, except with respect to the $500,000 maximum in health insurance benefits but not including disability, long term care or other types of health insurance benefits.

Note: Other restriction to coverage apply. Certain policies and contracts may not be covered or fully covered.
For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Montana law.

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's web site at www.mtlifega.org or contact:

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Montana Life and Health Insurance Guaranty Association PO Box 8247 Missoula, MT 59807 877-678-1048 or administrator@mtlifega.org	Office of the Montana State Auditor Commissioner of Securities and Insurance 840 Helena Ave. Helena, MT 59601 406-444-2040

IF YOUR INSURANCE COMPANY IS IN GOOD STANDING AND NOT IN LIQUIDATION, PLEASE DIRECT QUESTIONS ABOUT YOUR POLICY TO YOUR INSURANCE COMPANY!

Insurance companies and agents are not allowed by Montana law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage.

If there is any inconsistency between this notice and Montana law, then Montana law will control.

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NEVADA

NEVADA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

GUARANTY ASSOCIATION ACT SUMMARY DOCUMENT
Effective January 1, 2020

Residents of Nevada who purchase life insurance, annuities, health insurance or Health Maintenance Organization (HMO) insurance should know that the insurance companies licensed in this State to write these types of insurance are members of the Nevada Life and Health Insurance Guaranty Association (Association). The purpose of the Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations and becomes insolvent. If this should happen, the Association assesses its other member insurance companies for the money to pay the claims of the insured persons who live in this State and, in some cases, to keep coverage in force. This valuable extra protection provided by these insurers through the Association is not unlimited, however, as noted in the **bold** written information below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The Nevada Life and Health Insurance Guaranty Association may not provide coverage for certain types of policies, however, if coverage is provided, it will be subject to substantial limitations and exclusions, and require continued residency in Nevada. A person should not rely on coverage by the Association when selecting an insurance company or when selecting an insurance policy.

Coverage is NOT provided for a policy or any portion of it that is not guaranteed by the Insurer or for which the policyholder has assumed the risk, such as a variable contract sold by prospectus.

Insurance companies are required by law to deliver this notice to you. However, insurance companies and their agents are prohibited by law from using the existence of the Association for sales, solicitation or to induce the purchase of any kind of insurance policy.

The State law that provides for this safety-net coverage is called the Nevada Life and Health Insurance Guaranty Association. Below is a brief summary of this law's coverages, exclusions and limits. The summary does not cover all provisions of the law, nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the Association. Anyone may obtain additional information from the Association or file a complaint with the Nevada Commissioner of Insurance, at the applicable address listed below, to allege a violation of any provision of the Nevada Life and Health Insurance Guaranty Association.

The Nevada Life and Health Insurance Guaranty Association
4600 Kietzke Lane, Suite O-269
Reno, Nevada 89502
(Business and Mailing address)

Commissioner of Insurance, State of Nevada
Department of Business and Industry, Division of Insurance
1818 E. College Parkway, Suite 103
Carson City, Nevada 89706

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Generally, individuals will be protected by the Association if they live in this State and hold a life, health or HMO insurance contract, or an annuity, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of the insured persons are protected as well if they live in another state.

MAXIMUM BENEFIT LIMITS
(For any one policyholder per company no matter how many policies you have)

Life Insurance: $300,000 or $100,000 for cash surrenders
Annuities: $250,000 or $250,000 for cash surrenders, including Structured settlement annuities.
Disability Income Insurance: $300,000 **Long Term Care:** $300,000
Basic Hospital, Medical and Surgical Insurance or Major Medical Insurance and HMOs (Known as Health Benefit Plans as defined in NRS 687B.470): For any one person: $100,000, excluding benefits for basic hospital, medical and surgical insurance or major medical insurance; or an aggregate of $500,000 in benefits, including benefit for basic hospital, medical or surgical insurance or major medical insurance.

With respect to one owner of several non-group policies of life insurance, whether the owner is a natural person or an organization and whether the persons insured are officers, managers, employees or other persons, the Association will not pay more than $5,000,000 in benefits, regardless of the number of policies and contracts held by the owner.

With respect to each participant in a governmental retirement plan covered by an unallocated annuity contract as described in NRS 686C, the maximum allowed is an aggregate of $250,000 regardless of the number of contracts issued by any one member company.

EXCLUSIONS FROM COVERAGE

Not covered by the Nevada Guaranty Association:

If they are eligible for protection under the law by another State Guaranty Association;
The insurer is not authorized to do business in the State of Nevada;
If the policy was insured by a fraternal benefit society, a mandatory state pooling plan, or a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The Association also does NOT provide coverage for:

Any policy or portion of a policy which is not guaranteed by the member insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
Where interest rate yields exceed an average rate;
Credits given in connection with the administration of a policy by a group contract holder;
Any dividends;
Employers' plans to the extent they are self-funded (that is, not insured by an insurance company or administered by an insurance company;
Unallocated annuity contracts (which gives rights to group contract holders and not to individuals) other than annuity owned by a governmental retirement plan established under section 401, 403(b) or 457 of the Internal Revenue Code and the Nevada Revised Statute 686C.130; or
Medicare or Medicare Advantage contracts.

FOR MORE INFORMATION AND ANSWERS TO MOST ASKED QUESTIONS, PLEASE VISIT THE ASSOCIATION'S WEB SITE:

www.nvlifega.org

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NEW HAMPSHIRE

SUMMARY OF THE NEW HAMPSHIRE LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT of 2019 (RSA 408-F) (the Act) AND NOTICE CONCERNING COVERAGE AND LIMITATIONS AND EXCLUSIONS

SUMMARY:

This notice provides a brief summary of the purpose of the New Hampshire Life and Health Insurance Guaranty Association (Association) and the protection it provides for policyholders. This safety net was created under New Hampshire law, which determines who and what is covered and the amounts of coverage. This summary does not cover all provisions of the lawand it does not in any way change one's rights or obligations under the Act or the rights or obligations of the Association.

The Association was established to provide protection in the unlikely event that your life, annuity, or health insurance company becomes financially unable to meet its obligations and is taken over by its insurance department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with New Hampshire law, with funding from assessments paid by other insurance companies, including health maintenance organizations (HMOs).

DISCLAIMER:

The Association may not cover your policy or contract or, if coverage is available, it may be subject to substantial limitations and exclusions and conditioned on continued residence in the state.

This protection is not a substitute for consumers' care in selecting companies that are well managed and financially stable and consumers should not rely on coverage under this Act when selecting an insurer or HMO. The valuable protection through the Guaranty Association is not unlimited.

COVERAGE:

Generally, individuals will be protected by the New Hampshire Life and Health Insurance Guaranty Association if they live in this state and hold a life or health insurance policy or an annuity contract, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, assignees or payees of insured persons are protected as well, even if they live in another state.

Coverage provided under the current, amended Act may be different from coverage provided prior to 2020, as coverage is determined by the governing Act in effect on the date that the Association becomes obligated.

BASIC LIMITS ON AMOUNT OF COVERAGE:

The Act limits the amount the Association is obligated to pay. The Association cannot pay more than what the insurance company would owe under a policy or contract.

The basic protections provided by the Association are limited to:

- **Life Insurance**
  - $300,000 in death benefits
  - $100,000 in cash surrender and withdrawal values

SAMPLE-DO NOT DISTRIBUTE

- **Health Insurance**
  - $500,000 for health benefit plans (see definition below)
  - $300,000 in disability (income) insurance benefits
  - $300,000 in long-term care insurance benefits
  - $100,000 in other types of health insurance benefits
- **Annuities**
  - $250,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values

With respect to any one life, the Association will pay a maximum of $300,000 no matter how many policies and contracts there were with the same company, even if they provided different types of coverages, except with respect to benefits for basic hospital, medical and surgical insurance and major medical insurance, in which case the aggregate liability of the Association shall not exceed $500,000 with respect to any one individual.

"Health benefit plan" is defined in RSA 408-F:4,VI and generally includes hospital or medical expense policies, contracts or certificates, or HMO subscriber contracts that provide comprehensive forms of coverage for hospitalization or medical services, but excludes policies that provide coverages for limited benefits (such as dental-only or vision-only insurance), Medicare Supplement insurance, disability income insurance and long-term care insurance.

Benefits provided by a long-term care (LTC) rider to a life insurance policy or an annuity contract shall be considered the same type of benefits as the base life insurance policy or annuity contract to which it relates.

NOTE: Certain policies and contracts may not be covered or may not be fully covered. For example, coverage does not extend to a portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Association to induce you to purchase any kind of insurance policy.
This information is provided by:

New Hampshire Life and Health Insurance Guaranty Association
10 Chestnut Drive, Unit B
Bedford, NH 03110
(603) 472-3734
www.nhlifega.org

New Hampshire Department of Insurance
21 South Fruit Street, Suite 14
Concord, NH 03301
(603) 271-2261 http://www.nh.gov/insurance/

February 2020

SAMPLE--DO NOT DISTRIBUTE

NORTH CAROLINA

NOTICE CONCERNING COVERAGE LIMITATIONS AND EXCLUSIONS UNDER THE NORTH CAROLINA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or health insurance should know that the insurance companies and Health Maintenance Organizations (HMOs) licensed in this state to write these types of insurance are members of the North Carolina Life and Health Insurance Guaranty Association. The purpose of this association is to assure that policyholders will beprotected, within limits, in the unlikely event that a member insurer or HMO becomes financially unable to meet its obligations. If this should happen, the guaranty association will assess its other member companies for the money to pay the claims of the insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the guaranty association is not unlimited, however. And, as noted *in the box* below,this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The North Carolina Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in North Carolina. You should not rely on coverage by the North Carolina Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy.

The North Carolina Life and Health Insurance Guaranty Association
Post Office Box 10218
Raleigh, North Carolina 27605-0218

North Carolina Department of Insurance, Consumer Services Division
1201 Mail Service Center
Raleigh, North Carolina 27699-1201

The state law that provides for this safety-net coverage is called the North Carolina Life and Health Insurance Guaranty Association Act. *On the back of this page* is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the guaranty association.

SAMPLE-DO NOT DISTRIBUTE

COVERAGE

Generally, individuals will be protected by the life and health guaranty association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer or HMO. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are not protected by this association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy was issued by a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange;
- They acquired rights to receive payments through a structured settlement factoring transaction.

The association also does not provide coverage for:

- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed the average rate specified in the law;
- Dividends;
- Experience or other credits given in connection with the administration of a policy by a group contractholder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurancecompany, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contractholders, not individuals),unless they fund a government lottery or a benefit plan of an employer, association or union, except that unallocated annuities issued to employee benefit plans protected by the Federal Pension Benefit Guaranty Corporation are not covered.
- A policy or contract commonly known as Medicare Part C, Medicare Part D, Medicaid or any regulations issued pursuant thereto.

LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the association is obligated to pay out as follows:

(1) The guaranty association cannot pay out more than the insurance company would owe under the policy or contract.
(2) Except as provided in (3), (4) and (5) below, the guaranty association will pay a maximum of $300,000 per individual, per insolvency, no matter how many policies or types of policies issued by the insolvent company.
(3) The guaranty association will pay a maximum of $500,000 with respect to a health benefit plan.
(4) The guaranty association will pay a maximum of $1,000,000 with respect to the payee of a structured settlement annuity.
(5) The guaranty association will pay a maximum of $5,000,000 to any one unallocated annuity contract holder.

SAMPLE-FOR INFORMATIONAL PURPOSES ONLY-NOT FOR DISTRIBUTE

NORTH DAKOTA

NOTICE OF PROTECTION PROVIDED BY THE NORTH DAKOTA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This notice provides a **brief summary** of the North Dakota Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under North Dakota law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with North Dakota law, with funding from assessments paid by other insurance companies. (For purposes of this notice, the terms "insurance company" and "insurer" include health maintenance organizations (HMOs).)

The protections provided by the Association are based on contract obligations up to the following amounts:

1. Life Insurance
    a. $300,000 in death benefits
    b. $100,000 in cash surrender or withdrawal values
2. Health Insurance
    a. $500,000 for health benefit plans (see definition below)
    b. $300,000 in disability income insurance benefits
    c. $300,000 in long-term care insurance benefits
    d. $100,000 in other types of health insurance benefits
3. Annuities
    a. $250,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values.

The maximum amount of protection for each individual, regardless of type of coverage is $300,000; however, may be up to $500,000 with regard to health benefit plans.

"Health benefit plan" is defined in North Dakota Century Code Section 26.1-38.1-02(10) and generally includes hospital or medical expense policies, contracts or certificates, or HMO subscriber contracts that provide comprehensive forms of coverage for hospitalization or medical services, but excludes policies that provide coverages for limited benefits (such as dental-only or vision-only insurance), Medicare Supplement insurance, disability income insurance, and long-term care insurance (LTCI).

Benefits provided by a long-term care (LTC) rider to a life insurance policy of annuity contract shall be considered the same type of benefits as the base life insurance policy or annuity contract to which it relates.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. If coverage is available, it will be subject to substantial limitations. There are also various residency requirements and other limitations under North Dakota law. To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at www.ndlifega.org or contact:

North Dakota Life and Health Insurance
Guaranty Association
P.O. Box 2422
Fargo, ND 58108

North Dakota Insurance Department
600 East Boulevard Avenue, Dept. 401
Bismarck, ND 58505

COMPLAINTS AND COMPANY FINANCIAL INFORMATION

A written complaint to allege a violation of any provision of the Life and Health Insurance Guaranty Association Act must be filed with the North Dakota Insurance Department, 600 East Boulevard Avenue, Dept. 401, Bismarck, North Dakota 58505; telephone (701) 328-2440. Financial information for an insurance company, if the information is not proprietary, is available at the same address and telephone number and on the Insurance Department website at www.nd.gov/ndins.

SAMPLE - DO NOT DISTRIBUTE

Insurance companies and agents are not allowed by North Dakota law to use the existence of the Association or its coverage to sell, solicit or induce you to purchase any form of insurance or HMO coverage. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and North Dakota law, then North Dakota law will control.

SAMPLE--DO NOT DISTRIBUTE

NEW JERSEY

NOTICE

NEW JERSEY LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of New Jersey who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are membersof the New Jersey Life and Health Insurance Guaranty Association.

The purpose of this association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for themoney to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force.

The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however. And, as noted below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

DISCLAIMER

The New Jersey Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in New Jersey. You should not rely on coverage by the New Jersey Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you had assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy.

The The New Jersey Life and Health Insurance
Guaranty Association
521 Newman Springs Road, Suite 22
Lincroft, NJ 07738

State of New Jersey
Department of Banking and Insurance
20 West State Street
P.O. Box 325
Trenton, NJ 08625

The state law that provides for this safety-net coverage is called the New Jersey Life and Health Insurance Guaranty Association Act, N.J.S.A. 17B:32A-1, et seq. (the "Act").

SAMPLE-DO NOT DISTRIBUTE

COVERAGE

The following is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the guaranty association.

Generally, individuals will be protected by the Life and Health Insurance Guaranty Association if they live in New Jersey and hold a life, health or long-term care insurance contract, annuity contract, or if they are insured under a group insurance contract, issued by a member insurer.

The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are not protected by this Association if:

- they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- the insurer was not authorized to do business in this state;
- the policy is issued by an organization which is not a member of the New Jersey Life and Health Insurance Guaranty Association.

The Association also does not provide coverage for:

- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed an average rate as more fully described in Section 3 of the Act;
- dividends;
- credits given in connection with the administration of a policy by a group contractholder;
- employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Association is obligated to pay out. The Association cannot pay more than what the insurance company would owe under a policy or contract.

With respect to any one insured individual, regardless of the number of policies or contracts, the Association will pay not more than $500,000 in life insurance death benefits and present value annuity benefits, including net cash surrender and net cash withdrawal values. Within this overall limit, the Association will not pay more than $100,000 in cash surrender values for annuity benefits, $500,000 in life insurance death benefits or $500,000 in present value of annuities--again no matter

SAMPLE--DO NOT DISTRIBUTE

how many policies and contracts that were with the same company, and no matter how many different types of coverages.

The Association will not pay more than $2,000,000 in benefits to any one contractholder under any one unallocated annuity contract.

There are no limits on the benefits the Association will pay with respect to any one group, blanket or individual accident and health insurance policy.

SAMPLE--DO NOT DISTRIBUTE

NEW MEXICO

NOTICE OF PROTECTION PROVIDED BY NEW MEXICO LIFE INSURANCE GUARANTY ASSOCIATION

This notice provides a **brief summary** of the New Mexico Life Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under New Mexico law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with New Mexico law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association are:

Life Insurance
- $300,000 in death benefits
- $100,000 in cash surrender or withdrawal values

Health Insurance
- $500,000 in hospital, medical and surgical insurance benefits
- $300,000 in disability income insurance benefits
- $300,000 in long-term care insurance benefits
- $100,000 in other types of health insurance benefits

Annuities
- $250,000 in present value of annuity benefits

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is $300,000 ($500,000 for hospital, medical and surgical insurance policies).

Note to benefit plan trustees or other holders of unallocated annuities covered under the act: For unallocated annuities that fund certain governmental retirement plans, the limit is $250,000 in present value of annuity benefits per plan participant. For covered unallocated annuities that fund other plans, a special limit of $5,000,000 applies to each contract holder, regardless of the number of contracts held or number of persons covered.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under New Mexico law.
To learn more about the above protections, please visit the Association's website at www.nmlifega.org, or contact:

New Mexico Life Insurance Guaranty Association PO Box 2880 Santa Fe, NM 87504-2880 505-820-7355	Insurance Division Public Regulation Commission PO Box 1269 Santa Fe, NM 87504-1269 888-427-5772

Insurance companies and agents are not allowed by New Mexico law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and New Mexico law, then New Mexico law will control.

SAMPLE - DO NOT DISTRIBUTE

OHIO

Notice Concerning Coverage Limitations and Exclusions under the Ohio Life and Health Insurance Guaranty Association Act

Residents of Ohio who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Ohio Life and Health Insurance Guaranty Association. The purpose of this association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the guaranty association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the guaranty association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The Ohio Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Ohio. You should not rely on coverage by the Ohio Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is *NOT* provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus. You should check with your insurance company representative to determine if you are only covered in part or not covered at all.

Insurance companies or their agents are required by law to give or send you this notice. *However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy.*

Ohio Life and Health Insurance Guaranty Association
5005 Horizons Drive , Suite 200
Columbus, OH 43220

Ohio Department of Insurance
50 West Town Street
Third Floor-Suite 300
Columbus, OH 43215

The state law that provides for this safety-net coverage is called the Ohio Life and Health Insurance Guaranty Association Act. On the back of this page is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the guaranty association.

COVERAGE

Generally, individuals will be protected by the life and health insurance guaranty association if they live in Ohio and hold a life or health insurance contract, annuity contract, unallocated annuity contract; if they are insured under a group insurance contract, issued by a member insurer; or if they are the payee or beneficiary of a structured settlement annuity contract. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

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EXCLUSIONS FROM COVERAGE

However, persons holding such policies are **not** protected by this association if:

- they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- the insurer was not authorized to do business in this state;
- their policy was issued by a medical, health or dental care corporation, an HMO, a fraternal benefit society, a mutual protective association or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The association also does **not** provide coverage for:

- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed an average rate;
- dividends;
- credits given in connection with the administration of a policy by a group contract holder;
- employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them).

LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the association is obligated to pay out: The association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the association will pay a maximum of $300,000, except as specified below, no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Theassociation will not pay more than $100,000 in cash surrender values, $500,000 in major medical insurance benefits, $300,000 in disability or long-term care insurance benefits, $100,000 in other health insurancebenefits, $250,000 in present value of annuities, or $300,000 in life insurance death benefits. Again, no matterhow many policies and contracts there were with the same company, and no matter how many different typesof coverages, the association will pay a maximum of $300,000, except for coverage involving major medical insurance benefits, for which the maximum of all coverages is $500,000.

Note to benefit plan trustees or other holders of unallocated annuities (GICs, DA Cs, etc.) covered by the act: For unallocated annuities that fund governmental retirement plans under §§401, 403(b) or 457 of the Internal Revenue Code, the limit is $250,000 in present value of annuity benefits including net cash surrender and net cash withdrawal per participating individual. In no event shall the association be liable to spend more than $300,000 in the aggregate per individual, except as noted above. For covered unallocated annuities that fund other plans, a special limit of $1,000,000 applies to each contract holder, regardless of the number of contracts held with the same company or number of persons covered. In all cases, of course, the contract limits also apply.

For more information about the Ohio Life &Health Insurance Guaranty Association, visit our website at: www. olhiga.org.

As of 11/15/2018

SAMPLE-NOT FOR DISTRIBUTE

OKLAHOMA

NOTICE OF PROTECTION PROVIDED BY OKLAHOMA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This notice provides a brief summary of the Oklahoma Life and Health Insurance Guaranty Association (the Association) and the protection it provides for policyholders. This safety net was created under Oklahoma law, which determines who and what is covered and the amounts of coverage. The Association was established to provide protection in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Oklahoma law, with funding from assessments paid by other insurance companies (For purposes of this notice, the terms "insurance company" and "insurer" include health maintenance organizations (HMOs).)

The basic protections provided by the Association are:

Life Insurance

- o $300,000 in death benefits
- o $100,000 in cash surrender or withdrawal values

Health Insurance

- o $500,000 for health benefit plans (see definition below)
- o $300,000 in disability income insurance benefits
- o $300,000 in long-term care insurance benefits
- o $100,000 in other types of health insurance benefits

Annuities

- o $300,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is $300,000, except with regard to health benefit plans for which, the maximum amount of protection is $500,000 for each individual.

"Health benefit plan" is defined in 36 O.S. §2024(7) and generally includes hospital or medical expense policies, contracts or certificates, or HMO subscriber contracts that provide comprehensive forms of coverage for hospitalization or medical services, but excludes policies that provide coverages for limited benefits (such as dental-only or vision-only insurance), Medicare Supplement insurance, disability income insurance and long-term care insurance (LTCI).

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Oklahoma law.

To learn more about the above protections, please visit the Association's website at www.oklifega.org, or contact:

Oklahoma Life & Health Insurance Guaranty Association
201 Robert S. Kerr, Suite 600
Oklahoma City, OK 73102

Oklahoma Department of Insurance
400 NE 50th Street
Oklahoma City, OK 73105
1-800-522-0071 or (405) 521-2828

Insurance companies and agents are not allowed by Oklahoma law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance or HMO coverage. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and Oklahoma law, then Oklahoma law will control.

SAMPLE - DO NOT DISTRIBUTE

PENNSYLVANIA

NOTICE OF PROTECTION PROVIDED BY PENNSYLVANIA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This notice provides a **brief summary** regarding the protections provided to policyholders by the Pennsylvania Life and Health Insurance Guaranty Association ("the Association"). This protection was created under Pennsylvania law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your member life, annuity, or health insurance company, RANLI PPO, hospital plan corporation, professional health services plan corporation or health maintenance organization (member insurer) becomes financially unable to meet its obligations. If this should happen, the Association will typically arrange to provide coverage, pay claims, or otherwise provide protection in accordance with Pennsylvania law. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting companies that are well managed and financially stable.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

COVERAGE

Persons Covered

Generally, individuals will be protected by the Association if the member insurer was a member of the Association and the individual lives in Pennsylvania at the time the member insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees of such individuals.

Amounts of Coverage

The basic coverage protections provided by the Association per insured in each insolvency are limited in the aggregate to $300,000 (or $500,000 in the case of health benefit plans), including specific limits for the following types of coverage but not in excess of the contractual obligations of the member insurer;

Life insurance:
o Up to $300,000 in death benefits including up to $100,000 in net cash surrender or withdrawal value.

Accident, accident and health, or health insurance (including HMOs):
o Up to $500,000 for health benefit plans, with some exceptions.
o Up to $300,000 for disability income benefits.
o Up to $300,000 for long-term care insurance benefits.
o Up to $100,000 for all other types of health insurance.

Individual annuities
o Up to $250,000 in the present value of benefits, including cash surrender and net cash withdrawal values.

LIMITATIONS AND EXCLUSIONS FROM COVERAGE

The Association also does not provide coverage for:

- any policy or contract or portion of a policy or contract which is not guaranteed by the member insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- claims based on marketing materials or other documents which are not approved policy or contract forms, claims based on misrepresentations of policy or contract benefits, and other extra-contractual claims;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields or increases based on an index that exceed an average rate specified by statute;
- dividends, experience rating credits, or credits given in connection with the administration of a policy or contract by a group contractholder;
- employers' plans that are self-funded (that is, not insured by member insurer, even if member insurer administers them);
- unallocated annuity contracts (which give rights to group contractholders, not individuals) other than in limited circumstances and amounts;

SAMPLE-DO NOT DISTRIBUTE

- certain contracts which establish benefits by reference to a portfolio of assets not owned by the member insurer; or
- policies providing health care benefits for Medicare Parts C or D coverage, for Medicaid or under the Pennsylvania program for Comprehensive Health Care for Uninsured Children.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in Pennsylvania when it issued the policy or contract
- If the person is provided coverage by the guaranty association of another state
- A policy issued by a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange

NOTICES

Member insurers or their agents are required by law to give or send you this notice, and are prohibited by law from using the existence of the Association to induce you to purchase any kind of insurance or other coverage. Policyholders with additional questions should first contact their member insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at www.palifega.org. You can obtain additional information from the Association by contacting it at the address below. You may also contact the Pennsylvania Insurance Department to file a complaint with the Pennsylvania Insurance Commissioner to allege a violation of any provisions of Pennsylvania laws and regulations relating to insurance including the law establishing the Association:

Pennsylvania Life and Health Insurance
Guaranty Association
290 King of Prussia Road
Radnor Station Building 2, Suite 218
Radnor, PA 19087
(610) 975-0572

Pennsylvania Insurance Department
1209 Strawberry Square
Harrisburg, PA 17120
1-877-881-6388
www.insurance.pa.gov

The summary information provided by this notice and on the Association's web site do not limit or alter the more comprehensive and detailed provisions of the law and are subject to change without notice. The statements made herein are for information purposes only. The Association has not reviewed any specific policy, or verified the information provided regarding residency or other relevant factors. Moreover, whether coverage will be provided to any specific policyholder can only be determined by reference to the statute in effect, at the earliest, at the time that the member insurer is declared insolvent. No final determination of coverage can be made until a member insurer is declared insolvent and the specific factual and legal circumstances can be reviewed. Nothing contained herein is intended to guarantee coverage for any insured, or to bind the Association in any way. Finally, this summary and the Association's web site are for general information purposes and should not be relied upon as legal advice.

SAMPLE--DO NOT DISTRIBUTE

RHODE ISLAND

Metropolitan Life Insurance Company

SUMMARY

COVERAGE, LIMITATIONS AND EXCLUSIONS UNDER RHODE ISLAND LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT ("Act")

A resident of Rhode Island who purchases life insurance, annuities, long-term care, or accident and health insurance should know that an insurance company licensed in Rhode Island to write these types of insurance is a member of the Rhode Island Life and Health Insurance Guaranty Association ("Association"). The purpose of the Association is to assure that a policyholder will be protected within the statutory limits, if a member insurer becomes financially unable to meet its obligations. If this should happen, the Association will, within the statutory limits, pay the claims of insured persons who live in this state, and in some cases, keep coverage in force. However, the protection provided through the Association is not unlimited. This protection is not a substitute for your care in selecting a company that is well managed and financially stable.

LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION DISCLAIMER

The Rhode Island Life and Health Insurance Guaranty Association provides coverage of claims under some types of policies if the insurer becomes impaired or insolvent. COVERAGE MAY NOT BE AVAILABLE FOR YOUR POLICY. Even if coverage is provided, there are significant limits and exclusions. Coverage is always conditioned on residence in this state. Other conditions may also preclude coverage.

The Life and Health Insurance Guaranty Association will respond to any questions you may have which are not answered by this document. Your insurer and agent are prohibited by law from using the existence of the association or its coverage to sell you an insurance policy.

You should not rely on availability of coverage under the Life and Health Insurance Guaranty Association when selecting an insurer.

RHODE ISLAND LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION
235 Promenade Street, #426
Providence, RI 02908
TEL (401) 273-2921

RHODE ISLAND DIVISION OF INSURANCE
1511 Pontiac Avenue
Cranston, RI 02920
(401) 462-9520

SAMPLE-DO NOT DISTRIBUTE

The full text of the state law that provides for this safety net coverage, Rhode Island Life and Health Insurance Guaranty Association Act, ("the Act"), can be found beginning at R.I. Gen Laws section 27-34.3-3. A brief summary of the Act is provided below. This summary does not cover all provisions of the law, nor does it in any way change your rights or obligations or those of the Association under the Act.

COVERAGE

Generally, individuals will be protected by the Association if the individual lives in Rhode Island and: Holds a life or health insurance contract, long-term care contract or annuity contract; or is insured under a group insurance contract issued by a member insurer. The beneficiaries, payees, or assignees of insured persons are protected as well, even if they live elsewhere.

EXCLUSIONS FROM COVERAGE

The Association does NOT protect a person holding a policy if:

- the individual is eligible for protection under a similar law of another state;
- the insurer was not authorized to do business in this state;
- the policy is issued by an organization that is not a member of the Association;
- the policy was issued by a nonprofit hospital or medical service organization (such as, the "Blues"), an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments or by an insurance exchange.

The Association does not provide coverage for:

- a policy or portion of a policy not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus; a policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed a rate specified by statute;
- dividends;
- credits given in connection with the administration of a policy by a group contract holder;
- an employer's plan to the extent that it is self-funded (that is, not insured by an insurance company, even if an insurance company administers the plan);
- an unallocated annuity contract issued to an employee benefit plan protected under the United States Pension Benefit Guaranty Corporation;
- that part of an unallocated annuity contract not issued to a specific employee, union, association of natural persons benefit plan, or a government lottery;
- certain contracts which establish benefits by reference to a portfolio of assets not owned by the insurer;
- any portion of a policy or contract to the extent that the required assessments are preempted by federal or state law;
- an obligation that does not arise under the express written terms of the policy or contract issued by the insurer.
- a policy or contract providing any hospital, medical, prescription drug or other health care benefits pursuant to Part C or Part D of Subchapter XVIII, Chapter 7 of Title 42 of the United States Code (commonly known as Medicare Part C & D) or any regulations issued pursuant thereto.

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LIMITATIONS ON COVERAGE

The Act limits the amount the Association is obligated to pay. The Association cannot pay more than what the insurer would have owed under a policy or contract. Also for any one insured life, no matter how many policies or contracts were in force with the same insurer, the Association will pay no more than:

- $300,000 in life insurance death benefits and no more than $100,000 in net cash surrender and net cash withdrawal values for life insurance;
- $100,000 for health insurance benefits, coverages not defined as disability, basic hospital, medical, and surgical, major medical insurance, or long-term care insurance including any net cash surrender and net cash withdrawal values;
- $300,000 for disability insurance;
- $300,000 for long-term care insurance;
- $500,000 for basic hospital, medical, and surgical insurance;
- $250,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal value;
- $250,000 in present value per payee with respect to a structured settlement annuity benefits, in the aggregate, including net cash surrender and net cash withdrawal values;
- $250,000, in the aggregate, in present value of annuity benefits, including net cash surrender and net cash withdrawal values, with respect to an individual participating in a governmental retirement plan established under 26 U.S.C. §§401, 403(b), or 457 covered by an unallocated annuity contract, or the beneficiaries of each such individual if deceased;
- $5,000,000 in unallocated annuity contract benefits, irrespective of the number of contracts with respect to the contract owner or plan sponsor whose plan owns, directly or in trust, one or more unallocated annuity contracts.

Note to benefit plan trustees or other holders of unallocated annuities (GICs, DACs, etc.) covered by the Act: for unallocated annuities that fund government retirement plans under sections 401, 403(b), or 457 of the Internal Revenue Code, the limit is $250,000 in present value of annuity benefits including net cash surrender and net cash withdrawal per participating individual. In no event shall the Association be liable to spend more than $300,000 in the aggregate per individual except hospital insurance up to $500,000 per individual. For covered unallocated annuities that fund other plans, a special limit of $5,000,000 applies to each contract holder, regardless of the number of contracts held with the same company or number of persons covered. In all cases, the contract limits also apply.

These general statements as to Limitations on Coverage are only summaries of the law. The actual limitations are set forth in R.I. Gen Laws section 27-34.3-3.

Any alleged violations of the provisions of the Rhode Island Life and Health Insurance Guaranty Association Act may be reported to the Rhode Island Division of Insurance at the address and telephone number above.

This information is provided by: The Association and by the Division of Insurance, whose respective addresses are provided in the Disclaimer, above.

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SOUTH CAROLINA

Summary of the South Carolina Life and Accident and Health Insurance Guaranty Association Act and Notice Concerning Coverage Limitations and Exclusions

Residents of South Carolina who hold life insurance, annuities, or health insurance policies should know that the insurance companies and health maintenance organizations (HMOs) licensed in this state to write these types of insurance are required by law to be members of the South Carolina Life and Accident and Health Insurance Guaranty Association (SCLAHIGA). The purpose of SCLAHIGA is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this happens, SCLAHIGA will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. However, the valuable extra protection provided by these insurers through SCLAHIGA is limited. Consumers should shop around for insurance coverage and exercise care and diligence when selecting insurance coverage.

Disclaimer

Under South Carolina law, the South Carolina Life and Accident and Health Insurance Guaranty Association (SCLAHIGA) may provide coverage of certain direct life insurance policies, accident and health insurance policies, annuity contracts and contracts supplemental to life, accident and health insurance policies and annuity contract claims (covered claims) if the insurer becomes impaired or insolvent. South Carolina law does not require the SCLAHIGA to provide coverage for every policy. **COVERAGE MAY NOT BE AVAILABLE FOR YOUR POLICY.**

Coverage is generally conditioned upon residence in this state. Other conditions that may preclude or exclude coverage are described in this notice. Even if coverage is provided, there are significant limits and exclusions. Please read the entire notice for further details on limitations and exclusions.

Insurance companies and insurance agents are prohibited by law from using the existence of the SCLAHIGA or its coverage to sell you an insurance policy. You should not rely on the availability of coverage under SCLAHIGA when selecting an insurer. The South Carolina Life and Accident and Health Insurance Guaranty Association or the Department of Insurance will respond to any questions you may have which are not answered by this document.

If you think the law has been violated, you may file a written complaint with the SCLAHIGA or the South Carolina Department of Insurance at the addresses listed below:

South Carolina Life and Accident and Health Insurance Guaranty Association
Attention: Executive Director
P.O. Box 8625
Columbia, SC 29202

South Carolina Department of Insurance
Attention: Office of Consumer Services
1201 Main Street, Suite 1000
Columbia, SC 29201
Electronic complaint submission via
www.doi.sc.gov/complaint

Please attach copies of all pertinent documentation. You may submit a written complaint or a complaint electronically to the Department through submission of the electronic form on the Department's website at www.doi.sc.gov/complaint. You should receive a response to your complaint within 10 days.

This safety-net coverage is provided for in the South Carolina Life and Accident and Health Insurance Guaranty Association Act (the Act). The following summary of the Act's coverages, exclusions and limits does not cover all provisions of the Act; nor does it in any way change any person's rights or obligations under the Act or the rights or obligations of the SCLAHIGA.

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COVERAGE

Generally, individuals will be protected by the SCLAHIGA if they live in this state and hold a covered life, accident, health or annuity policy, plan or contract issued by an insurer (including a health maintenance organization) authorized to conduct business in South Carolina. The beneficiaries, payees or assignees of insured persons may also be protected if they live in another state unless circumstances described under the Act exclude coverage.

EXCLUSIONS FROM COVERAGE

Persons who hold a covered life, accident, health or annuity policy, plan or contract are r1ot protected by SCLAHIGA if:

- They are eligible for protection under the laws of another state (This may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state.);
- The insurer was not authorized to do business in this state; or
- They acquired rights to receive payments through a structured settlement factoring agreement.

SCLAHIGA also does not provide coverage for:

- A portion of a policy or contract or part thereof not guaranteed by the member insurer, or under which the risk is borne by the policy or contract owner;
- A policy or contract of reinsurance, unless assumption certificates have been issued;
- Interest rate or crediting rate yields or similar factors employed in calculating value changes that exceed an average rate;
- Any policy or contract issued by assessment mutuals, fraternals, and nonprofit hospital and medical service plans;
- Benefits payable by an employer, association or other person under: (a) a multiple employer welfare arrangement; (b) a minimum premium group insurance plan; (c) a stop-loss group insurance plan; or (d) an administrative services contract;
- A portion of a policy or contract to the extent that it provides for (a) dividends or experience rating credits; (b) voting rights; or (c) payment of any fees or allowances to any person, including the policy or contract owner, in connection with the service to or administration of the policy or contract;
- A portion of a policy or contract to the extent that the assessments required by Section 38-29-80 with respect to the policy or contract are preempted by federal or state law;
- An obligation that does not arise under the express written terms of the policy or contract issued by the member insurer to the enrollee, certificate holder, contract owner or policy owner, including without limitation: (a) Claims based on marketing materials; (b) Claims based on side letters, riders or other documents that were issued by *the* member insurer without meeting applicable policy or contract form filing or approval requirements; (c) Misrepresentations of or regarding policy or contract benefits; (d) Extra-contractual claims; or (e) A claim for penalties or consequential or incidental damages;
- An unallocated annuity contract;
- A policy or contract providing any hospital, medical, prescription drug or other health care benefits pursuant to Medicare Part C or Dor Medicaid; or
- Interest or other changes in value to be determined by the use of an index or other external references but which have not been credited to the policy or contract or as to which the policy or contract owner's rights are subject to forfeiture, as of the date the member insurer becomes impaired or insolvent insurer, whichever is earlier.

LIMITS ON AMOUNTS OF COVERAGE

The South Carolina Life and Accident and Health Insurance Guaranty Association Act also limits the amount that SCLAHIGA is obligated to pay for covered claims. The benefits for which SCLAHIGA may become liable shall in no event exceed the lesser of the following:

- With respect to one life, regardless of the number of policies or contracts: $300,000 in life insurance death benefits, or not more than $300,000 in net cash surrender and net cash withdrawal values for life insurance;
- For health insurance benefits: (a) $300,000 for coverages not defined as disability income insurance or health benefit plans or long-term care insurance, including any net cash surrender and net cash withdrawal values; (b) $300,000 for disability income insurance; (c) $300,000 for long-term care insurance; (d) $500,000 for health benefit plans; or
- $300,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values.

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SOUTH DAKOTA

NOTICE CONCERNING COVERAGE LIMITATIONS AND EXCLUSIONS UNDER THE SOUTH DAKOTA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of South Dakota who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the South Dakota Life and Health Insurance Guaranty Association. The purpose of this association is to assure that policy owners, contract owners, and certificate owners will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The Guaranty Association does not provide coverage for all types of life, health, or annuity benefits, and the Guaranty Association may not provide coverage for this policy or contract. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in South Dakota. You should not relyon coverage by the South Dakota Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy or contract.

Coverage is NOT provided for your policy or contract for any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association for the purpose of sales, solicitation, or inducement to purchase any kind of insurance policy or contract.

The South Dakota Life and Health Insurance Guaranty Association
Charles D. Gullickson, Executive Director
206 West 14th Street
Sioux Falls, South Dakota 57104
Tel. (605) 336-0177
www.sdlifega.org

South Dakota Division of Insurance
124 S. Euclid Avenue, 2nd Floor
Pierre, South Dakota 57501
Tel. (605) 773-3563
www.dlr.sd.gov/insurance

The state law that provides for this safety-net coverage is called the South Dakota Life and Health Insurance Guaranty Association Act. Below is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law, nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the Guaranty Association.

(please see next page)

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COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are an insured certificateholder under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state. Coverage is also provided by the Guaranty Association to persons eligible to receive payment under structured settlement annuities who are residents of this state and, under certain conditions, such persons even if they are not a resident of this state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies or contracts are **not** protected by the Guaranty Association if:

* they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);

* the insurer was not authorized to do business in this state;

* their policy or contract was issued by an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy owner, contract owner, or certificate owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does **not** provide coverage for:

* any policy or contract or portion of a policy or contract which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;

* claims based on marketing materials or other documents which are not approved policy or contract forms, claims based on misrepresentations of policy or contract benefits, and other extra-contractual claims;

* any policy of reinsurance (unless an assumption certificate was issued);

* interest rate yields that exceed an average rate specified by statute;

* dividends;

* credits given in connection with the administration of a policy or contract by a group contractholder;

* employer's plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);

* unallocated annuity contracts (which give rights to group contractholders, not individuals);

* certain contracts which establish benefits by reference to a portfolio of assets not owned by the insurer; or

* policies providing health care benefits for Medicare Parts C or D coverage.

LIMITS ON AMOUNT OF COVERAGE

The Guaranty Association in no event will pay more than what an insurance company would owe under a policy or contract. In addition, state law limits the amount of benefits the guaranty association will pay for any one insured life, and no matter how many policies or contracts there are with the same company, as follows: (i) for life insurance, not more than $300,000 in death benefits and not more than $100,000 in net cash surrender and net cash withdrawal values; (ii) for health benefit plans, not more than $500,000, but not more than $300,000 for disability insurance and long term care insurance, and not more than $100,000 for other types of health insurance; and (iii) for annuities, not more than $250,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values. However, in no event will the Guaranty Association be obligated to cover more than an aggregate of $300,000 in benefits with respect to any one life except with respect to health benefit plans, for which the aggregate liability of the guaranty association may not exceed $500,000. These general statements of the limits on coverage are only summaries and the actual limitations are set forth in South Dakota law.

(please see next page)

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ADDITIONAL INFORMATION

The statutes which govern the Guaranty Association are contained in SDCL Chapter 58-29C. Additional information about the Guaranty Association may be found at www.sdlifega.org, which contains a link to SDCL Chapter 58-29C.

Information about the financial condition of insurers is available from a variety of sources, including financial rating agencies such as AM Best Company, Fitch Ratings, Moody's Investors Service, Inc., and Standard & Poor's. Additional information about financial rating agencies may be obtained by clicking on "Useful Links" on the website of the South Dakota Division of Insurance at www.dlr.sd.gov/insurance.

The Guaranty Association is subject to supervision and regulation by the director of the South Dakota Division of Insurance. Persons who desire to file a complaint to allege a violation of the statutes governing the Guaranty Association may contact the Division of Insurance. State law provides that any suit against the Guaranty Association shall be brought in Hughes County, South Dakota.

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TENNESSEE

NOTICE CONCERNING COVERAGE UNDER THE TENNESSEE LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Insurance companies and health maintenance organizations (HMOs) licensed in this state to write life insurance, annuities or health insurance are members of the Tennessee Life and Health Insurance Guaranty Association. The purpose of this association is to provide a safety-net of coverage within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in the state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however. And, as noted below, this protection is not a substitute for consumers' care in selecting companies that are well managed and financiallystable.

The state law that provides for this safety-net coverage is called the Tennessee Life and Health Insurance Guaranty Association Act. The following is a brief summary of this law's coverage, exclusions and limits. **This summary does not cover all provisions ofthe law or describe all of the conditions and limitations relating to coverage. This summary does not in any way change anyone's rights or obligations under the act orthe rights or obligations of the Guaranty Association.**

COVERAGE

Generally, individuals will be protected by the Life and Health Insurance Guaranty Association if they live in this state and hold a life or health insurance contract, HMO contract or an annuity, or if they are insured under a group insurance contract issued by an insurer authorized to conduct business in Tennessee. Health insurance includes disability and long term care policies. The beneficiaries, payees or assignees of insured persons areprotected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are not protected by this Guaranty Association if:

(1) they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insured who live outside that state);

(2) the insurer was not authorized to do business in this state;

(3) their policy was issued by a fraternal benefit society, a mandatory statepooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

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The Guaranty Association also does not provide coverage for:

(1) any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;

(2) any policy of reinsurance (unless an assumption certificate was issued);

(3) interest rate yields that exceed an average rate;

(4) dividends;

(5) credits given in connection with the administration of a policy by a group contractholder;

(6) employers' plan to the extent they are selffunded (that is, not insured by an insurance company, even if an insurance company administers them);

(7) unallocated annuity contracts (which give rights to group contractholders, not individuals).

LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the Guaranty Association is obligated to pay out. The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. For any one insured life, the Guaranty Association guarantees payments up to a stated maximum no matter how many policies and contracts there were with the same company, even if they provided different types of coverage. These aggregate limits per life are as follows:

- $300,000 for policies and contracts of all types, except as described in the next point
- $500,000 for basic hospital, medical and surgical insurance and major medical insurance issued by companies that become insolvent after January 1, 2010

Within these overall limits, the Guaranty Association cannot guarantee payment of benefit greater than the following:

- life insurance death benefits - $300,000
- life insurance cash surrender value - $100,000
- present value of annuity benefits for companies insolvent before July 1, 2009 - $100,000
- present value of annuity benefits for companies insolvent after June 30, 2009 - $250,000

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- health insurance benefits for companies declared insolvent before January 1, 2010 - $100,000

- health insurance benefits for companies declared insolvent on or after January 1, 2010:

    - $100,000 for limited benefits and supplemental health coverages

    - $300,000 for disability and long term care insurance

    - $500,000 for basic hospital, medical and surgical insurance or major medical insurance

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NOTE

The Tennessee Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Tennessee. You should not rely on coverage by the Tennessee Life and Health Insurance Guaranty Association in selecting aninsurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

Tennessee Life and Health Insurance Guaranty Association
P.O. Box 190434
Nashville, TN 37201
Website: www.tnlifega.org

Tennessee Department of Commerce and Insurance
500 James Robertson Parkway
Nashville, TN 37243

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NOTICE OF PROTECTION PROVIDED BY THE UTAH LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This disclaimer provides a brief summary of the Utah Life and Health Insurance Guaranty Association ("Association") and the protection it provides for policyholders. The safety net was created under Utah law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations and is taken over by its insurance department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Utah law, with the funding from assessments paid by other insurance companies. (For the purposes of this notice, the terms "insurance company" and "insurer" include health maintenance organizations (HMOs) and limited health plans.)

The basic protections provided by the Association are:

- Life Insurance
  - o $500,000 in death benefits
  - o $200,000 in cash surrender or withdrawal values
- Accident and Health Insurance
  - o $500,000 for health benefit plans
  - o $500,000 in disability income insurance benefits
  - o $500,000 in long-term care insurance benefits
  - o $500,000 in other types of health insurance benefits
- Annuities
  - o $250,000 the present value of annuity benefits in aggregate, including any net cash surrender and net cash withdrawal values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is $500,000. Special rules may apply with regard to health benefit plans.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Utah law.

Benefits provided by a long-term care rider to a life insurance or annuity contract shall be considered the same type of benefit as the base life insurance policy or annuity contract to which it relates.

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To learn more about the above protections, please visit the Association's website at www.ulhiga.org or contact:

Utah Life and Health Insurance Guaranty Assoc.
32 West 200 South, #150
Salt Lake City, UT 84101
(801) 320-9955

Utah Insurance Department
State Office Bldg., Rm. 3110
Salt Lake City, UT 84114
(801) 538-3800

SAMPLE--DO NOT DISTRIBUTE

NOTICE OF PROTECTION PROVIDED BY VIRGINIA LIFE, ACCIDENT AND SICKNESS INSURANCE GUARANTY ASSOCIATION

This notice provides a **brief summary** of the Virginia Life, Accident and Sickness Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Virginia law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that a life, annuity or accident and sickness insurance company (including a health maintenance organization) licensed in the Commonwealth of Virginia becomes financially unable to meetits obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Virginia law, with funding from assessments paid by other life and health insurance companies licensed in the Commonwealth of Virginia.

The basic protections provided by the Association are:

- Life Insurance
  - $300,000 in death benefits
  - $100,000 in cash surrender and withdrawal values

- Health Insurance
  - $500,000 for health benefit plans
  - $300,000 in disability [income] insurance benefits
  - $300,000 in long-term care insurance benefits
  - $100,000 in other types of accident and sickness insurance benefits

- Annuities
  - $250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is $350,000, except for health benefit plans, for which the limit is increased to $500,000.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residencyrequirements and other limitations under Virginia law.

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To learn more about the above protections, please visit the Association's website at www.valifega.org or contact:

VIRGINIA LIFE, ACCIDENT AND SICKNESS
INSURANCE GUARANTY ASSOCIATION
c/o APM Management Services, Inc.
1503 Santa Rosa Road, Suite 101
Henrico, VA 23229-5105
804-282-2240

STATE CORPORATION COMMISSION
Bureau of Insurance
P. O. Box 1157
Richmond, VA 23218-1157
804-371-9741
Toll Free Virginia only: 1-800-552-7945
http://scc.virginia.gov/boi/index.aspx

Insurance companies and agents are not allowed by Virginia law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and Virginia law, then Virginia law will control.

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WEST VIRGINIA

SUMMARY OF THE WEST VIRGINIA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT (Effective July 1, 2019)

Residents of West Virginia who purchase life insurance, annuities or health insurance should know that the insurance companies and health maintenance organizations licensed in this state to write these types of insurance are members of the West Virginia Life and Health Insurance Guaranty Association. The purpose of this Association is to assure that policy and contract owners, certificate holders and enrollees of covered policies and contracts will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurers for the money to pay the claims of covered persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these member insurers through the Guaranty Association is not unlimited, however, and, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The West Virginia Life and Health Insurance Guaranty Association may not provide coverage for this policy or contract. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in West Virginia. You should not rely on coverage by the West Virginia Life and Health Insurance Guaranty Association in selecting an insurance company or health maintenance organization or in selecting an insurance policy or contract. For a complete description of coverage, consult Article 26A, Chapter 33 of the West Virginia Code.

Coverage is NOT provided for any portion OF YOUR CONTRACT that is not guaranteed by the insurer or for which you have assumed the risk.

Insurance companies and health maintenance organizations or their agents are required by law to give or send you this notice. *However, insurance companies, health maintenance organizations and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy or health maintenanceorganization coverage.*

The Guaranty Association or the West Virginia Insurance Commission will respond to questions you may have which are not answered by this document. Policyholders with additional questions may contact:

West Virginia Life and Health Insurance Guaranty Association
P.O. Box 816
Huntington, West Virginia 25712

West Virginia Insurance Commissioner
Consumer Services Division
900 Pennsylvania Avenue
P. O. Box 50540
Charleston, West Virginia 25305 0540
(304) 558-3386
Toll Free 1-888-879-9842
TDD 1-800-435-7381

The state law that provides for this safety-net coverage is called the West Virginia Life and Health Insurance Guaranty Association Act. On the back of this page is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law, nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the Guaranty Association.

SAMPLE-DO NOT DISTRIBUTE

COVERAGE

Generally, individuals will be protected by the West Virginia Life and Health Insurance Guaranty Association if they live in West Virginia and hold a life, health or annuity policy, plan or contract, or if they are insured under a group life, health or annuity policy, plan or contract, issued by a member insurer. Member insurer also includes non-profit service corporations (W. Va. Code §33-24), health care corporations (W. Va. Code §33-25) and health maintenance organizations (W. Va. Code §33-25A). The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies, plans or contracts are not protected by this Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent member insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The member insurer was not authorized to do business in this state;
- The policy, plan or contract was issued at a time when the member insurer was not licensed or authorized to do business in the state;
- The policy, plan or contract was issued by a fraternal benefit society, mandatory state pooling plan, a mutual protective association or similar plan in which the policy, plan or contract holder is subject to future assessments, an insurance exchange, an organization that has a certificate or license limited to the issuance of charitable gift annuities or any entity similar to the above.

The Guaranty Association also does not provide coverage for:

- Any policy, plan or contract, or portion of a policy, plan or contract that is not guaranteed by the member insurer or for which the individual or contract holder has assumed the risk;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends;
- Credits given in connection with the administration of a policy, plan or contract by a group contract holder;
- Employer or association plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them) or uninsured, including:
  I. multiple employer welfare arrangement;
  II. minimum premium group insurance plan;
  III. stop loss group insurance plan; or
  IV. administrative services only contract;
- Any unallocated annuity contract issued to or in connection with a benefit plan protected under the federal pension guaranty corporation;
- Any portion of any unallocated contract that is not issued to or in connection with a specific employee, union or association's benefit plan or a governmental lottery;
- Any policy, plan or contract providing any hospital, medical, prescription drug or other health care benefits pursuant to Medicare Part C and D or Medicaid;
- An obligation that does not arise under the written terms of the policy, plan or contract, including claims based on marketing materials, claims based on side letters or riders not approved by the Commissioner, misrepresentations regarding policy benefits, extracontractual claims or claims for penalties or consequential or incidental damages;
- A contractual agreement that establishes the member insurer's obligation to provide a book value accounting guaranty for defined contribution benefit plan participants by reference to a

SAMPLE-DO NOT DISTRIBUTE

portfolio of assets that is owned by the benefit plan or trustee, which is not an affiliate of the insurer;
- Structured settlement annuity benefits, the rights to which have been transferred by the payee or beneficiary in a structured settlement factoring transaction.

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to pay out. The Guaranty Association cannot pay more than what the member insurer would owe under a policy, plan or contract. Also for any one insured life, regardless of the number of policies, plans or contracts, the Guaranty Association will only pay:

- $300,000 in life insurance benefits, but no more than $100,000 in net cash surrender and net cash withdrawal values;
- $300,000 for disability income insurance;
- $300,000 for long term care insurance;
- $250,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values;
- $500,000 for health benefit plans (W. Va. Code §33-26A-5(10)); and
- $100,000 for all other types of accident and sickness insurance coverages not defined as disability income insurance, long term care insurance, or health benefit plans.

Also for any one insured life, the Guaranty Association will only pay a maximum of $300,000 – no matter how many policies and contracts there were with the same company - for all policies or contracts other than health benefit plans, in which case the aggregate limit shall not exceed $500,000 with respect to any one individual.

Note to benefit plan trustees or other holders of unallocated annuities (GICs, DACs, etc.) covered by the Act: for unallocated annuities that fund governmental retirement plans under §§ 401(k), 403(b) or 457 of the Internal Revenue Code, the limit is $250,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values, per participating individual.In no event shall the Guaranty Association be liable to spend more than $300,000 in the aggregate per individual. For covered unallocated annuities that fund other plans, a special limit of $5,000,000 applies to each contract holder, regardless of the number of contracts held with the same company or number of persons covered. In all cases, of course, the contract limits also apply.

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WYOMING

NOTICE OF PROTECTION PROVIDED BY WYOMING LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This notice provides a **brief summary** of the Wyoming Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Wyoming law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, annuity or health insurance company or health maintenance organization becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Wyoming law, with funding from assessments paid by other insurance companies and health maintenance organizations.

The basic protections provided by the Association are:

* Life Insurance

  - $300,000 in death benefits

  - $100,000 in cash surrender or withdrawal values

* Health Insurance

  - $300,000 in health benefit plan benefits

  - $300,000 in disability insurance benefits

  - $300,000 in disability income insurance

  - $300,000 in long-term care insurance benefits

  - $100,000 in other types of health insurance benefits

* Annuities

  - $250,000 in present value of benefits including net withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is $500,000.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer or health maintenance organization does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Wyoming law.

EXCLUSIONS FROM COVERAGE

Policy owners, contract owners, policy holders, certificate holders and enrollees are not protected by this Association if:

- they are eligible for protection under the laws of another state (this may occur when the insolvent insurer or health maintenance organization was incorporated in another state whose guaranty association protects insureds who live outside that state);
- the insurer or health maintenance organization was not authorized to do business in this state;
- their policy was issued by a fraternal benefit society, a mandatory state pooling plan, a stipulated premium insurance company, a local mutual burial association, a mutual assessment company or similar plan in which the policy-holder is subject to future assessments, by an insurance exchange, or by an entity similar to those listed here.

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The Association also does not provide coverage for:

- any policy or portion of a policy which is not guaranteed by the insurer or health maintenance organization or for which the individual has assumed the risk, such as a variable contract sold by prospectus, claims based on side letters or other documents, or misrepresentations of or regarding policy benefits;
-any policy of reinsurance (unless an assumption certificate was issued pursuant to the reinsurance policy or contract);
- interest rate yields that exceed an average rate or interest earned on an equity indexed policy;
- dividends;
- experience rating credits given in connection with the administration of a policy to a group contract holder;
-annuity contracts issued by a nonprofit insurance company exclusively for the benefit of nonprofit educational institutions and their employees;
- unallocated annuity contracts (which give rights to group contract holders, not individuals);
- any plan or program of an employer or association that provides life, health or annuity benefits to its employees or members to the extent the plan is self-funded or uninsured;
- an obligation that does not arise under the express written terms of the policy or contract;
-any policy providing benefits under Medicare Part C, Medicare Part D, or Medicaid;
- rights to receive payments acquired through a structured settlement factoring transaction.

To learn more about the above protections, protections relating to group contracts or retirement plans, and all exclusions from coverage, please visit the Association's website at www.wylifega.org or contact:

Wyoming Life and Health
Insurance Guaranty Association
6700 N. Linder Rd, Suite 156, Box 139
Meridian, ID 83646

Toll Free: (800) 362-0944
Fax: (208) 968-0206
Website: www.wylifega.org
Email: administrator@wylifega.org

Wyoming Department of Insurance
106 East 6th Avenue
Cheyenne, WY 82002

Phone: (307) 777-7401
Toll Free: (800) 438-5768
Fax: (307) 777-2446
Website: doi.wyo.gov
Email: wyinsdep@wyo.gov

Insurance companies and agents are not allowed by Wyoming law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and Wyoming law, then Wyoming law will control.

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Information

Agenda Item

Resolution - Health Benefits: Consider a resolution authorizing the Mayor to execute Amendment 2 to Contract 13582, by and between the City of Lubbock and Optum Financial, to provide Flexible Spending Account and Health Reimbursement Arrangement (HRA) administrative services.

Item Summary

The City of Lubbock benefits package contains a Flexible Spending Account (FSA) and Dependent Care Assistant Plan (DCAP) for full-time City employees. Employees have the option to deduct, on a pre-tax basis, up to $2,850 in an FSA and up to $5,000 in a DCAP.

Medicare eligible retirees at age 65 are moved from the group health plan and enrolled in a Healthcare Reimbursement Arrangement (HRA) plan. The Post-65 HRA is employer funded at $150 per month per retiree and $150 per month per spouse. Optum Financial administers the current plans.

On June 19, 2022, the City issued a Request for Proposal (RFP 22-16694-TF), for Medical, Dental, PBM, Vision, COBRA, FSA administration, DCAP administration, and HRA administration.

The selection criteria in the RFP included:

- experience in servicing self-funded governmental entities, especially in Texas (10 Points);
- claims adjudication service(s) offered and the ability to deliver electronically integrated medical, care and disease management (10 Points);
- quality of provider network (15 Points);
- quality of medical management (15 Points);
- information services and reporting capabilities (10 Points);
- written and oral presentations and representations (10 Points);
- cost of coverage and services (20 Points); and
- ability to integrate with an outside PBM and the City's free clinics (10 Points).

The RFP generated responses from Optum Financial, WEX Health, Total Administrative Services Corporation (TASC), Interflex Payments, LLC dba Ameriflex, and BlueCross BlueShield of Texas (BCBSTX), for Flexible Spending Account and Health Reimbursement Arrangement (HRA) administrative services.

The RFP committee gave the following rankings to the responding vendors.

Proposer	Points
BlueCross BlueShield of Texas	94.00
Optum Financial	89.45
Total Administrative Services Corporation (TASC)	83.45
WEX Health	78.95

Interflex Payments, LLC dba Ameriflex	72.80

The RFP committee recommends Optum Financial, based on stability of services for the Post-65 retirees. This group moved from a previous carrier to Optum Financial in January 2022. The retiree HRA participant accounts are established. The Optum group has a firm understanding of the City's plan and remaining with Optum Financial avoids disruption to the participants. The Optum Account Executive was very involved in the HRA implementation process, and was instrumental in increasing customer service staff, as well as training them on the complexities of the HRA plan. Optum Financial provides a call center open 24/7/365.

Fiscal Impact

The fiscal impact to the City is approximately $45,000. Fees are based on a per participant fee.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Clifton Beck, Director of Human Resources

Attachments

Resolution - Optum Amendment
Optum ASA Amend 2 1-1-23 (876725.2) - signed
Contract 13582 - Connect Your Care (now Optum)

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 2 to Contract No. 13582 by and between the City of Lubbock and Optum Financial to provide Flexible Spending Account and Health Reimbursement Arrangement (HRA) administrative services, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Clifton Beck, Director of Human Resources

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

ccdocs/RES.Contract-Optum Financial
September 27, 2022

Amendment No. 2 to the Agreement

Between Optum Financial, Inc. and City of Lubbock

This Amendment No. 2 ("Amendment") dated January 1, 2023 (the "Amendment Effective Date") is entered into by and between Optum Financial, Inc., including its affiliates, with its principal place of business at 11000 Optum Circle, Eden Prairie, MN 55344 ("Optum") as successor in interest to ConnectYourCare, LLC ("CYC"); and City of Lubbock with its principal place of business at 1314 Avenue K, Lubbock, TX 79401-4051 ("Customer").

Whereas, CYC and Customer are parties to the Administrative Services Agreement dated January 1, 2018 (the "Agreement") for the provision of certain services by Optum to Customer; and

Whereas, Optum acquired CYC on November 4, 2020 and CYC subsequently assigned all of its rights and obligations under the Agreement to Optum; and

Whereas, the parties desire to amend certain terms and conditions of the Agreement in accordance with this Amendment and agree to new terms and conditions as set forth herein.

Now, therefore, the parties mutually agree as follows:

1. Capitalized terms used herein which are not otherwise defined in this Amendment or any attachments hereto shall have the meaning assigned to them in the Agreement.

2. Optum is the successor in interest to CYC and, as permitted by Section 13 of the Agreement, the Parties acknowledge that CYC assigned all of its rights, liabilities, obligations, duties, and interests in the Agreement to Optum and Optum agreed to assume all of CYC's rights, liabilities, obligations, duties and interests under the Agreement. All references to "ConnectYourCare, LLC" or "CYC" in the Agreement are hereby replaced with "Optum Financial, Inc." or "Optum", as applicable.

3. Section 9(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

   Term. This Agreement is effective as of January 1, 2018 (the "Effective Date") and shall continue through December 31, 2027, unless terminated earlier as provided in Section 9(b). Any such notice by Employer must be received by Optum at least 120 days prior to the end of the then-current term.

4. Exhibit B is hereby deleted in its entirety and replaced with the Exhibit B attached to this Amendment.

5. The Parties further agree that the terms set forth in the solicitation documents submitted by and agreed to by Optum for RFP 22-16694-TF Medical, Stop-loss, Dental, PBM, Vision, COBRA, Flexible Spending Account Administration, Medicare, Navigator and HRA Administration shall control in the event, and to the extent, of any conflict or inconsistency between said terms and those in the Professional Services Agreement amended hereby.

6. This Amendment and the Agreement constitutes the entire agreement and understanding of the parties hereto and supersede all prior agreements, consents, and understandings relating to the subject matter hereof whether oral or in writing. The parties agree that there are no other oral or other agreements between the parties that have not been incorporated into this Amendment and the Agreement.

7. Each of the persons signing this Amendment represents and warrants that he/she is a duly authorized officer, director or agent of the party on whose behalf the person is signing, and further represents and warrants that the person signing has the power and authority to bind the party, and that the party has the legal power to enter into this Amendment.

Signature Page Follows

Optum Financial, Inc.		**City of Lubbock**	
Signature:	Mark Johns Mark Johns (Sep 28, 2022 16:54 CDT)	Signature:	
Print Name:	Mark Johns	Print Name:	
Print Title:	CFO Optum Financial	Print Title:	
Date:	09/28/2022	Date:	

Internal Control No.: 00876725.2

EXHIBIT B – FEE SCHEDULE

This Exhibit B is made by and between Optum and Employer and is hereby incorporated into the Administrative Services Agreement executed between the Parties on this same date. This Exhibit B sets forth the fees and charges related to the Services provided pursuant to the Agreement.

Service/Product	**Fee**
Monthly fee per account participant per month (PPPM) Account Type: FSA and DCAP	$2.22 PPPM
FSA	$2.22 PPPM
HRA	$3.20PPPM
Run-Out Charges (one-time fee)	$5.55
Set-Up Fee (one time charge)	$125.00
Annual Fee Per Program	$0.00
Healthcare Payment Card Services	Included
Additional Payment Card	Included
Electronic SPD	Included
Returned check/ Automated Clearinghouse (ACH)	$15.00

Additional Services Fees.

Service/Product	**Fee**
Enrollment meetings:	$750 per day plus travel expenses; Fee waived for meeting with >500employee participation
Non-discrimination Testing	$350 - First set of cafeteria plan non-discrimination tests per plan year;

	$100 - Subsequent set(s) of cafeteria plan tests within the same year.
Non-Standard Programming	Hourly Rate = $150 an hour
Additional data handling fee:	Hourly Rate = $200 an hour
Additional services:	The price per page for printed **standard materials** is as follows: Quad fold brochures (minimum 5,000): $0.14/page, plus shipping; Two-sided color copies (minimum 500): $0.32/page, plus shipping. **Customized materials** will incur an additional charge of $200 per hour for design and development. **Pricing increases if minimums not met.**

City of Lubbock

Confidential Matter

Not an Open Record

Item: 7.14 - Connect Your Care Date: Sept 14, 2017

* Per Jerri Smith in Benefits

The attached document is reasonably related to a confiential matter as set forth in § 552.110 of the Texas Government Code (Trade secret, financial information, or proprietary matter).

Do not copy or disclose without the advice of legal counsel.

Resolution No. 2017-R0338
Item No. 7.16
September 14, 2017

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 13582 for administrative services relating to flexible spending account (FSA) administration, per RFP 17-13424-MA, by and between the City of Lubbock and ConnectYourCare, LLC, of Hunt Valley, Maryland, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

THAT the City Manager may execute any routine documents and forms associated with said services.

Passed by the City Council on September 14, 2017.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

Mitchell Satterwhite, First Assistant City Attorney

vw:ccdocs/RES.Contract#13582-ConnectYourCare
08.22.17

ADMINISTRATIVE SERVICES AGREEMENT

This **ADMINISTRATIVE SERVICES AGREEMENT** (the "Agreement") is made as of January 1, 2018 (the "Effective Date") by and between **CONNECTYOURCARE, LLC**, a Maryland limited liability company with its headquarters at 307 International Circle, Suite 200, Hunt Valley, Maryland, 21030 ("CYC") and the City of Lubbock, ("Employer"), with its headquarters at 1625 13th Street, Room 104, Lubbock, Texas 79401. Each of CYC and Employer are a "Party" and collectively, the "Parties".

RECITALS

A. Employer may choose to offer to its employees various types of health savings programs;

B. Employer may offer to its employees a Health Flexible Spending Arrangement ("FSA") as described in the regulations underlying Internal Revenue Code of 1986, as amended, (the "Code")§ 125;

C. Employer may offer to its employees a Dependent Care Assistance Program ("DCAP") Flexible Spending Arrangement as described in Code § 129 and regulations underlying Code § 125;

D. The above are collectively referred to as "The Program" or "The Programs;"

E. Employer may desire CYC to perform certain administrative services with respect to the Program as more fully described in this Agreement, and CYC is willing to perform those services.

In consideration of the mutual promises set forth in this Agreement, and other consideration, the exchange, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Services**. CYC shall provide to Employer (or the Employees electing the Program) those Program-related services described in Exhibit A.

   a) Nature of Services.

      i) Administrative Services Only. Employer understands and agrees that CYC's sole function under this Agreement is to act as recordkeeper or provide other administrative services in accordance with the terms of this Agreement. Under the terms of this Agreement, CYC does not render investment advice, is not the "plan administrator," trustee or a fiduciary, as these terms or other analogous terms may be defined under applicable state, local, or federal law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Programs. CYC is not an insurer or guarantor of any benefits provided under the Program and in no event will CYC be obligated to use any of its own funds to provide benefits under the Program. Providing adequate funding for benefits and

expenses due under, or in connection, with the Program is the sole responsibility of Employer.

ii) Discontinuance of Services Inconsistent with Role. If, based on changes in the applicable regulatory structure or the interpretation of the regulatory structure, there is a reasonable likelihood that any service being, or to be, provided under this Agreement by CYC could constitute a discretionary function and thereby subject CYC to classification as a "fiduciary" under applicable state, local, or federal law with respect to the Program, and such service could not be restructured in a manner that would not subject CYC to classification as a "fiduciary" under applicable state, local, or federal law, then CYC, upon reasonable notice to Employer may decline to thereafter provide that service. The failure to provide any such service shall not constitute a breach of CYC's obligations under this Agreement.

iii) Compliance Responsibility. Employer is solely responsible for ensuring that the Program comply with all applicable provisions of the Code and any applicable state and local laws governing the Program.

iv) Reliance Upon Data. All services provided by CYC hereunder shall be based on information supplied by Employer or any other designee or agent of Employer (as designated by Employer). Employer acknowledges that the timely provision of accurate, consistent and complete Program Data in the format specified by CYC is essential to its delivery of services, and Employer is responsible for ensuring such timely and accurate data is delivered to CYC in CYC's approved format. For these purposes, "Program Data" means all data and records supplied to CYC, obtained by CYC or produced by CYC (based on data or records supplied to, or obtained by, CYC) in connection with performing the services pursuant to this Agreement. Program Data include current participant names, addresses, status and contribution amounts.

b) Data in Electronic Format. Employer agrees that administrative, contribution and recordkeeping data shall be in an electronic format acceptable to CYC and will be updated as CYC requires for proper processing. If the data is not submitted in an electronic format or if the format of the data requires additional translation, formatting or cleansing, CYC reserves the right to approve or refuse such submission and to charge additional data-handling fees as required.

c) Reliance Upon Persons Designated by Employer. Employer will provide names and other information for persons authorized to take actions for or provide information on behalf of the Program. Until notified of a change, CYC may reasonably rely upon this information and may act upon instructions received from and/or on information provided by these named persons. CYC has the right to assume that those persons continue to be authorized unless notified otherwise in writing.

d) Customer Service.

i) Customer Service Representatives. Customer service representatives will be available at a toll free telephone number 24 hours a day, 7 days a week (except for emergency closings) to assist participants. CYC reserves the right to change the customer service representatives' hours of availability upon reasonable advance notice to the Employer.

ii) Internet Services. CYC will provide access to CYC's website as described in **Section 1(e)** of this Agreement to allow participants and Employer to access certain account information and for participants to file claims.

iii) Participant Statement of Account. Participants will have access to their accounts through CYC's website as described in **Section 1(e)** of this Agreement.

e) Basic Benefits Portal System Services.

i) Participant Portal. CYC will provide participants with access to CYC's portal system. This system will allow online claim filing. The participant will also have online access to the following:

1. Real-time history of claim submission and payment process;
2. Account management with transaction history and account balance;
3. Contribution data; and
4. Education tools.

ii) Non-participant Portal. As an additional service, CYC will provide non-participants with access to CYC's portal system for a service fee as described in Exhibit B. The non-participants will have online access to the education tools.

2. **Compensation**. In consideration for the services provided hereunder, Employer shall pay CYC or its designee in accordance with the Fee Schedule provided in Exhibit B. CYC may amend the schedule for services not yet rendered upon giving notice in writing under the same conditions specified in **Section 9(b)** of this Agreement. If Employer is billed by CYC, Employer shall pay all invoiced fees by utilizing an Automated Clearing House ("ACH") Electronic Funds Transfer ("EFT"), and all fees are due upon receipt of CYC's invoice. If Employer is billed for CYC services by the designee, Employer shall pay the designee all invoiced fees utilizing the method and due dates agreed to by Employer and the designee.

In connection with the operation of its business activities, CYC may be entitled to certain bank interchange (or similar) fees. Such fees are for CYC's sole benefit and are assets of CYC in which CYC retains all title, interest and rights, including the right to allocate a portion of such CYC assets to other service providers.

3. **Use of Agents or Subcontractors**. CYC may perform any of the services described in this Agreement through agents and subcontractors selected by CYC. CYC shall reasonably supervise any such agent or subcontractor, and the retention of agents or subcontractors shall not relieve CYC of its duties hereunder.

4. **CYC not Legal Counsel**. Employer understands and agrees that it shall review with its legal and/or tax counsel all documents and information provided to it by CYC and that Employer shall consult such counsel on any questions concerning Employer's responsibilities under this Agreement, the Program documents, and the legal sufficiency of any documents so provided. Employer understands that neither CYC nor any of CYC's other affiliates are permitted to provide Employer with legal or tax advice or otherwise engage in the practice of law. Employer acknowledges that it will not rely on any documents or information provided as if it were legal or tax advice, and CYC shall not be liable for any legal or tax consequences resulting from such reliance.

5. **Notice of Errors**. All information supplied to Employer or participant will be deemed correct if notice of discrepancies is not given to CYC by the participant or Employer within ninety (90) days of issuance of the report statement, confirmation, or other information. After that period, CYC will correct statements or transactional errors reflected on these statements, but will not be liable for consequential damages due to any errors not reported within that period.

6. **Indemnification**.

   a) Indemnification of CYC. To the extent allowed by law, Employer shall hold harmless and indemnify CYC and its employees, agents, and subcontractors ("Indemnitees") from and against any loss, damage, liability, claims, costs and expenses, including reasonable attorneys' fees ("Liabilities"), to which the Indemnitees may become subject, which result from:

      i) Any misrepresentation or nonfulfillment of any terms of this Agreement by the Programs, Employer, or Participant including, but not limited to, liabilities resulting from the provision of inaccurate, untimely, or incomplete information to CYC or the failure to provide CYC with clear instructions as to distributions;

      ii) Any failure by Employer, or Participant to comply with the terms of the Program;

      iii) A violation by Program, Employer or Participant of the requirements of applicable state, local and/or federal laws;

      iv) The making by CYC of any benefit payment based upon instructions that CYC reasonably believes to be authorized; and

      v) Any action, conduct or activity, including the failure to take action or to perform any activity taken by CYC at the direction of Employer or in accordance with the Program.

b) Indemnification of Employer. Except as provided in this **Section 6** or otherwise in this Agreement, CYC shall hold harmless and indemnify Employer and its employees agents, representatives, and elected officials from and against any loss, damage, liability, claims, costs and expenses, including reasonable attorneys' fees, to which Employer may become subject, which are caused directly by the negligence or willful misconduct by CYC.

c) General Conditions of Indemnification. The indemnified Party shall:

i) Give written notice to the indemnifying Party of any indemnified claim, demand or action within fifteen (15) business days after it has knowledge thereof;

ii) Permit the indemnifying Party at its option to assume control of the defense of such claim, demand or action;

iii) Give full cooperation in the investigation and defense on request;

iv) Use its best efforts to mitigate the damages; and

v) Not compromise or settle such claim, demand or action without the indemnifying Party's written consent.

7. **Limitation of Liability**.

a) IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, AS A RESULT OF ACTIONS OR OMISSIONS DURING THE TERM OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE LESSER OF: 1) THE APPLICABLE INSURANCE LIMITS AS STATED IN **SECTION 8**, AS MAY BE AMENDED; OR 2) OR THE AMOUNTS ACTUALLY PAID BY EMPLOYER FOR THE ADMINISTRATION SERVICES PROVIDED BY CYC FOR THE YEAR PRECEDING THE DATE THE CAUSE OF ACTION AROSE. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S LIABILITY FOR CLAIMS COVERED BY **SECTION 22**.

b) Exclusion of Consequential and Related Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, EACH PARTY WILL NOT, UNDER ANY CIRCUMSTANCES, HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF DATA, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OR LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. **Insurance**. CYC represents that as of the Effective Date of this Agreement it has, and agrees that it shall maintain during the term, at least the following insurance coverage:

   a) Worker's Compensation- minimum limits required by law.

   b) Employer's liability insurance- $1,000,000 per occurrence; $2,000,000 in the aggregate.

   c) Commercial general liability- $1,000,000 per occurrence; $2,000,000 in the aggregate.

   d) Umbrella liability- $1,000,000 per occurrence; $2,000,000 in the aggregate.

   e) Crime and fidelity- $1,000,000 per occurrence; $2,000,000 in the aggregate.

   f) Errors and Omissions- $1,000,000 per occurrence; $2,000,000 in the aggregate.

   g) Cyber- $1,000,000 per occurrence; $2,000,000 in the aggregate.

9. **Term; Termination; Successor Recordkeeper**.

   a) Term. This Agreement is effective as of January 1, 2018 (the "Effective Date") and shall be for a term of one year, with the option of four, one-year extensions, , unless terminated earlier as provided in **Section 9(b)**. Any such notice by Employer must be received by CYC at least 120 days prior to the end of the then-current term.

   b) Termination. Either party may terminate this Agreement by providing written notice at least 120 days prior to the end of the Initial Term or 120 days prior to each subsequent Renewal Term. Such notice shall be deemed to have been received three (3) days after mailing in the U.S. mail or immediately upon receipt if delivered to the address set forth in **Section 10** of this Agreement. The notice period may be waived by the party entitled to the notice.

   c) Run-Out Period. If the Agreement is terminated, CYC will, for the ninety (90) day period immediately following the date of termination ("Run-Out Period"), continue to administer claims for expenses incurred in the previous year in the manner described in this Agreement. Upon expiration of the Run-Out Period, all obligations of CYC to administer claims or perform any other services under this Agreement shall cease.

   d) Successor Recordkeeper. Upon termination, the Parties agree that CYC shall have no further duty or responsibility to provide Services to Employer under this Agreement except as provided by the Run-Out Period described in **Section 9(c)** of this Agreement. However, CYC will use reasonable efforts to transfer all relevant non-proprietary information concerning the Program that CYC deems necessary for future operations, in CYC's standard format, to Employer or to a successor

service provider. Any unforeseeable or unusual costs or expenses incurred by CYC in effecting this transfer shall be paid by Employer unless waived in writing by CYC. Employer agrees that CYC may charge reasonable fees for the provision of requested records or reports that CYC previously provided.

e) Survival of Indemnification and Protection of Confidential Information. Employer and CYC acknowledge and agree that the indemnification provisions of **Section 6** and the obligations regarding the protection of Confidential Information under **Section 22** of this Agreement shall survive the termination of this Agreement.

10. **Notices**. Any notice or other communication required under this Agreement shall be in writing and shall be delivered personally, sent by facsimile transmission or sent by certified, registered or express mail, postage prepaid. Any such notice shall be deemed received when so delivered personally, or, if mailed, three (3) business days after the date of deposit in the U.S. mail, as follows:

    If to CYC: 307 International Circle, Suite 200, Hunt Valley, MD 21030. Attn: General Counsel

    If to Employer: 1625 13th Street, Room 104, Lubbock, Texas 79401; Attn: Director Human Resources.

11. **Entire Agreement; Amendment**. This Agreement, including the Exhibits hereto, which are specifically incorporated herein contains the entire Agreement among the Parties hereto with respect to the subject matter hereof, and there are no other Agreements written or oral, relating to the subject matter hereof other than those explicitly set forth herein or attached hereto. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by duly authorized representatives of both Parties.

12. **Construction**. This Agreement is the result of negotiation by both Parties, and, therefore, no claim shall be made to construe any portion of the Agreement against either Party on the basis of such Party's participation in the negotiating thereof.

13. **Binding Effect; No Assignment**. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns and legal representatives. Neither this Agreement, nor any right hereunder, may be assigned by any Party without the written consent of the other Parties hereto. Notwithstanding the foregoing, this Agreement may be assigned by CYC to a successor entity without prior written consent of Employer.

14. **Representations and Warranties**. CYC makes no representations or warranties, either statutory, express or implied, of any kind with respect to the services or CYC's performance of services under the agreement, including, without limitation, those of merchantability and fitness for a particular purpose, which, without limiting the foregoing, are disclaimed by CYC. No descriptions or specifications, whether or not incorporated into the agreement, no provision of marketing or sales materials and no statement made by any sales representative in connection with the services shall constitute representations or warranties of any kind.

15. **Headings**. The headings in this Agreement are for reference only, and shall not affect the interpretation of this Agreement.

16. **Severability**. If any word, phrase, sentence, paragraph, provision or section of this Agreement shall be held, declared, pronounced or rendered invalid, void, unenforceable or inoperative for any reason by any court of competent jurisdiction, governmental authority, statute or otherwise, such holding, declaration, pronouncement or rendering shall not adversely affect any other word, phrase, sentence, paragraph, provision or section of this Agreement, which shall otherwise remain in full force and effect and be enforced in accordance with its terms.

17. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of Texas. The forum for any legal disputes shall be limited to district court in Lubbock County, Texas, and Employer consents to the personal jurisdiction therein.

18. **Third Party Beneficiaries**. The provisions of this Agreement are solely for the benefit of the Parties hereto and their affiliates and are not intended to confer upon any person except the Parties hereto any rights or remedies herein.

19. **Unforeseen Circumstances**. CYC shall not be liable for any default or delay in the performance of its services under this Agreement if and to the extent such default or delay is primarily caused, directly or indirectly, by:

    a) Fire, flood, elements of nature or other acts of God;

    b) Any outbreak or escalation of hostilities, terrorist actions, war, riots or civil disorders in any country;

    c) Any act or omission of the other party or any governmental authority; or

    d) Nonperformance of a third party or any similar cause beyond the reasonable control of CYC, including without limitation, failures or fluctuations in telecommunications or other equipment.

    In any such event, CYC shall be excused from any further performance and observance of the obligations so affected only for as long as such circumstances prevail and CYC continues to use reasonable efforts to recommence performance or observance as soon as practicable.

20. **Writing and Signature; Electronic Transactions**. Unless otherwise explicitly required by law:

    a) Any requirement for a writing under this Agreement may be rendered in any form that can reliably reproduce an accurate physical record of the communication and authenticate the source, including but not limited to facsimile transmission, electronic mail, or Internet transmission.

    b) Any requirement of a signature under this Agreement may be rendered in any form clearly indicated by the signatory to be a signature or which complies with

instructions directly given to the signatory as to the proper form of indicating a signature in an electronic or voice response environment. Appropriate forms include, but are not limited to, personal identification numbers rendered over the Internet, and facsimile transmissions.

c) Notwithstanding a) or b), above, the recipient of any writing or signature under this Agreement may require the confirmation of any writing or signature in physical form (such as hand or typewritten or the equivalent) with a manual signature.

d) Employer represents that the Program document(s) will allow for transactions to be made by electronic means. Under the Program document(s) and this Agreement together, notices, consents and other actions by or on behalf of, or with respect to, the Program, its participants and their respective beneficiaries ("Program Transactions") may be effected, in whole or in part, by electronic means. Any Program Transactions relating to services provided under this Agreement may be initiated or effected by Employer, the Program, a participant or a beneficiary by use of CYC-authorized electronic means, Internet access system (including the CYC website) or telephone service line. Use of electronic means for Program Transactions is subject to the terms and conditions established by CYC and disclosed to Employer and participants, and electronic transactions shall be binding on the parties if CYC, acting in good faith, believes that such transactions are authorized by Employer, a participant, or beneficiary, as applicable.

21. **Reserved**.

22. **Confidential Information**.

a) Definition. The term "Confidential Information" shall mean the terms and conditions of this Agreement and all proprietary information, data, trade secrets, business information, financial information, tax and legal opinions, customer and prospect lists, supplier lists, business forecasts, processes, methodologies, algorithms, merchandising and marketing plans and materials, and other information of any kind whatsoever, the confidential or proprietary nature of which is reasonably apparent under the circumstances, and which: (i) a party or its affiliates or subcontractors ("Discloser") discloses, in writing, orally or visually, to the other Party or its Affiliates or subcontractors ("Recipient") or to which Recipient obtains access in connection with the negotiation and performance of this Agreement; and (ii) relates to: (a) the Discloser; (b) the customers and/or associates of a party or its affiliates or subcontractors; or (c) clients or participants who have made confidential or proprietary information available to a party or its affiliates or subcontractors. Confidential Information shall not include any information that: (i) is public knowledge at the time of disclosure; (ii) at the time of disclosure is already in the lawful possession of the other party or its affiliates or subcontractors; (iii) was made available to the other party or its affiliates or subcontractors, without restriction on disclosure, by a third party not under obligation of confidentiality with respect to the disclosed information; or (iv) information which a party or its affiliates or subcontractors independently develops.

b) Protection of Confidential Information. Each of the Parties, as Recipient, hereby agrees on behalf of itself and its employees, officers, affiliates and subcontractors that Confidential Information of the other Party (and of its affiliates and subcontractors) shall be kept in confidence and shall not be disclosed or made available, directly or indirectly, to any person for any reason whatsoever, other than on a "need to know basis" and then only to: (i) its employees and officers; (ii) subcontractors and other third parties specifically permitted under this Agreement, provided that all such persons are subject to a confidentiality agreement which shall be no less restrictive than the provisions of this **Section 22** and as otherwise provided in this Agreement; (iii) independent contractors, agents, and consultants hired or engaged by a party, provided that all such persons are subject to a confidentiality agreement which shall be no less restrictive than the provisions of this **Section 22** and otherwise provided in this Agreement; and (iv) as required by law or as otherwise permitted by this Agreement, either during the term of this Agreement or after the termination of this Agreement. Each Party shall use Confidential Information of the other party only for the purposes of performing its obligations under this Agreement. A Party shall use at least the same degree of care to protect the other Party's Confidential Information as it uses to protect its own information, which shall in any event be no less than reasonable care. A Party shall promptly notify the other Party of any actual or suspected loss or unauthorized use, disclosure of or access to the other Party's Confidential Information. Prior to any disclosure of Confidential Information as required by law, the Recipient shall: (i) notify the Discloser of any actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure immediately upon becoming so obligated; and (ii) cooperate with the Discloser's reasonable, lawful efforts to resist, limit or delay disclosure.

c) Destruction/Return of Confidential Information. Upon the termination or expiration of this Agreement, or at any time upon the request of a Party, the other Party shall return or destroy (and cause its affiliates and subcontractors to return or destroy) all Confidential Information, including Customer Information, in the possession of such party or in the possession of any third party over which such party has or may exercise control. However, to the extent such Confidential Information is necessary for the Recipient to perform one or more obligations that survive the termination or expiration of this Agreement, the Recipient shall not be required to return or destroy such Confidential Information until all such surviving obligations have been satisfied. Notwithstanding anything to the contrary herein, each Party shall be entitled to retain one (1) copy of any Confidential Information of the other Party for archival purposes or to satisfy any statutory or future legal requirements. Any such retained Confidential Information shall be protected as described in this **Section 22**.

d) Security. CYC shall maintain and monitor all Program operations and customer support including, but not limited to, eligibility and enrollment file processing, payroll deduction file processing, platform operation, web sites and customer service, and all other repositories of Client and Participant information in connection with the Program through qualified personnel using security measures no less protective than current industry standards to prevent loss, alteration or

unauthorized access to hosted or transmitted data. CYC will maintain and safeguard the confidentiality of all Confidential Information by using information security processes no less protective than the current standard in the industry, including, but not limited to, encryption of data, and in compliance with Governmental Requirements, to maintain and transmit this information.

e) Security Event. Should CYC learn of or have reason to believe that Customer Information has been disclosed or accessed by an unauthorized party ("Security Event"), CYC will promptly or sooner, if required by applicable federal and state laws, statutes, rules and regulations, give Employer notice of such Security Event. If there is a Security Event, CYC will comply with all applicable laws relating to such Security Event and will provide reasonable cooperation to Employer in carrying out its legal obligations under applicable laws relating to the Security Event. CYC acknowledges that: (i) the law may require it to notify the individuals whose information was disclosed that a Security Event has occurred; and (ii) it will not notify the individuals unless legally required to do so and, if permitted by law, until it has consulted with Employer.

23. **Non-Arbitration**

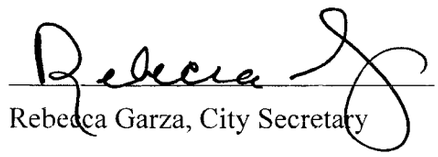
The Employer reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the Employer shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

INTENDING TO BE LEGALLY BOUND, City of Lubbock and **CONNECTYOURCARE, LLC** have caused this Agreement to be executed by their duly authorized representative, and it shall be effective as of the date first above written.

Effective Date of Initial Plan Year: January 1, 2018

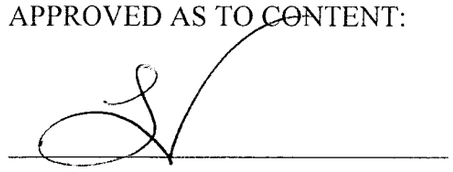
CONNECTYOURCARE, LLC	CITY OF LUBBOCK
By: _____	By: _____
Name: Harrison Stone	Name: Daniel M. Pope
Title: General Counsel	Title: Mayor
Date: 8/24/2017	Date: September 14, 2017

ATTEST:



Rebecca Garza, City Secretary

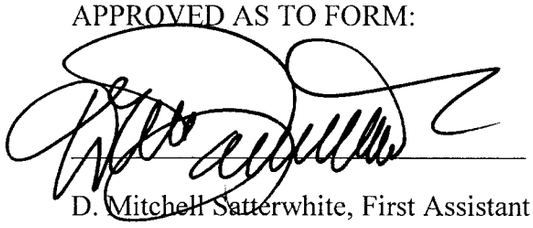
APPROVED AS TO CONTENT:



Leisa Hutcheson, Director Human

Resources & Risk Management

APPROVED AS TO FORM:



D. Mitchell Satterwhite, First Assistant City Attorney

EXHIBIT A

EMPLOYER-SPONSORED ACCOUNT RESPONSIBILITIES AND OBLIGATIONS

This Exhibit A is made by and between CYC and Employer and is hereby incorporated into the Administrative Services Agreement executed between the Parties on this same date.

This Exhibit A sets forth the responsibilities and obligations of each Party with respect to FSAs, DCAPs, and HRAs (collectively, "the Program") created and administered pursuant to the Administrative Services Agreement.

1. **Enrollment and Communications**. CYC will provide its standard enrollment kit with standard forms and notices necessary to implement the Program's administration, all in electronic format. Customized enrollment and communication materials may be provided at additional cost, as more fully described in Exhibit B. CYC will be reimbursed for costs incurred when using design and production facilities outside of CYC, these costs to be Employer-reviewed and approved in advance.

2. **Compliance With Applicable Governing Law**. Employer is solely responsible for all Program documents and for ensuring that the Program complies with all applicable provisions of the Internal Revenue Code and any applicable state and local laws governing the Program. CYC will provide basic Program information, such as participant counts, that is readily available on its systems to assist Employer with complying with the requirements of the Code.

3. **Administration and Recordkeeping**.

    a) Participant Accounts. CYC will establish participant accounts for each Program participant for whom it receives complete enrollment information. CYC is not responsible for determining if such Program participants are eligible under the terms of the Program.

    b) Participant Files. CYC maintains electronic records for all participants for whom participant accounts have been established.

    c) Transfer of Funds. Employer agrees to establish a payroll deduction for the Program as applicable. In addition, Employer agrees to advance benefit payments on behalf of the plan by transferring funds from its own general assets to CYC in an amount equal to:

        i) for clients with 200 or more participants enrolled, 4% of expected annual Program contributions, but not less than $250, or

        ii) for clients with fewer than 200 participants enrolled, 10% of expected annual Program contributions, but not less than $250,

    this amount to be known as the Required Minimum Funding. This advance, or initial deposit, will be made prior to the Effective Date of Initial Plan Year and will be used by CYC to pay claims.

iii) On a weekly basis, Employer will allow CYC to initiate a transfer via ACH EFT from Employer's designated bank account. The amount transferred will be the amount necessary to return the existing deposit balance to the Required Minimum Funding. In this manner, CYC will, each week, have available an amount equal to the Required Minimum Funding to facilitate payment of claims for the week. Employer agrees to grant CYC authority to write checks for the payment of allowable expenses under the Program.

iv) On a monthly basis, CYC will re-calculate the Required Minimum Funding based on the expected annual Program contributions for all Participants active at that time. If the re-calculated Required Minimum Funding exceeds the previously used Required Minimum Funding by 25% or more, the Required Minimum Funding will be replaced by the new calculation. This adjustment to the Required Minimum Funding will be part of the weekly process provided for in **Section 3(c)(iii)** of this Exhibit A.

v) In no event will CYC be obligated to issue claim payments of any kind or cause payment card payments to be approved if the existing deposit balance falls below zero.

d) Claims Processing.

i) Review of Claims. CYC will review claims in accordance with standards set forth under applicable law, including IRS guidelines concerning eligible expenses, and Department of Labor claims procedure regulations. Employer retains the authority to decide appeals. CYC shall have no discretionary authority with respect to the processing of claims under the Program as such claims shall be processed in accordance with the framework of policies, interpretations, rules, practices and procedures, established by Employer for the Program. CYC's services under this Agreement are solely ministerial and non-discretionary in nature.

ii) Payment of Claims. CYC will process claims within five (5) business days of the date CYC receives a claim request from a participant. Checks, if applicable, will be issued within two (2) scheduled weekly check payment cycles, upon receipt of claims in good order. Claims are in "good order" when the reimbursement request contains all pertinent information, including information required to substantiate the claim. CYC will not reimburse a participant's claim unless the participant has sufficient funds in his/her Program at the time the claim is submitted. If the participant does not have sufficient funds in his/her Program at the time the claim is submitted, the reimbursement request will be held by CYC and processed in accordance with the time frame described in this paragraph starting with the date that such funds are available.

For the Health FSA only, CYC will reimburse a participant's claim up to the amount the participant has elected to contribute to the Health FSA for the year minus any amounts previously reimbursed, whether or not the

participant has sufficient funds in his Health FSA account at the time the claim is submitted, in accordance with IRS regulations.

iii) Unsubstantiated Claims/Ineligible Expenses. If a participant is not able to substantiate a claim, or if payment for an expense is advanced through the debit card and subsequently deemed ineligible for reimbursement, CYC will attempt to collect these amounts from the participant. Where CYC is unsuccessful, Employer will be responsible for collecting such amounts. CYC will make data available to the Employer that identifies the employees and amounts to enable Employer to deduct an amount equal to the unsubstantiated or ineligible reimbursement from the participant's paycheck or to add to the participant's taxable wages, as allowed by state law.

e) Reports. CYC will provide Employer with the ability to produce Program-level reports utilizing the information maintained on its recordkeeping system. Standard reports will summarize all transactions that occurred for each participant and report new enrollees within the specified time period.

4. **Plan Document**. Maintenance of a document consistent with the Program operations and all legal requirements is the responsibility solely of Employer.

a) Maintenance of Documents. CYC will provide a sample plan document to Employer if requested. CYC will use reasonable best efforts to provide updates to Employer in a timely manner after changes in the law and regulation. Employer will inform CYC of changes it desires to the Program prior to the time CYC is expected to implement those changes.

b) Preparation of Amendments. The preparation of amendments, other documentation, or systems changes to implement amendments will be billed at CYC's hourly service rates listed in Exhibit B.

5. **CYC Healthcare Payment Card**. CYC will provide participants with a healthcare payment card integrated with the participant's account. The payment card will allow the participant's account balance to automatically transfer to the payment card. The payment card can be used at any eligible merchant provided the merchant has properly configured the merchant code to identify itself correctly. Cardholders are subject to the terms and conditions described in the cardholder agreement, which will be provided with the payment card.

EXHIBIT B

FEE SCHEDULE

This Exhibit B is made by and between CYC and Employer and is hereby incorporated into the Administrative Services Agreement executed between the Parties on this same date.

This Exhibit B sets forth the fees and charges related to the Services provided pursuant to the Agreement.

Monthly fee per account participant per month (PPPM) Account Type: FSA and DCAP Account Type: FSA	 $2.22 PPPM $2.22
Run-Out Charges (one-time fee)	$5.55
Set up fee (one time charge)	$125.00
Annual fee per Program (waived first year)	$0.00
Healthcare Payment Card Services	Included
Additional Payment Card	Included
Returned check/ Automated Clearinghouse (ACH)	$15.00

Additional Services Fees, check if applicable:

☐ Enrollment meetings:	$800 per day plus travel expenses

☐ Non-discrimination Testing

Cost per testing run performed based on the total number of employees included for testing.

Number of employees	Cost
Up to 500	$200 cafeteria plan, $200 per account type tested

	501 to 2500	$300 cafeteria plan, $300 per account type tested	
	2501 to 5000	$500 cafeteria plan, $500 per account type tested	
	5001 or more	$1000 cafeteria plan, $1000 per account type tested	
☐ Customized material design		Hourly Rate = $200 an hour	
☐ Additional data handling fee:		Hourly Rate = $200 an hour	
☐ Additional services:		The price per page for printed **standard materials** is as follows: Quad fold brochures (minimum 5,000): $0.14/page, plus shipping; Two-sided color copies (minimum 500): $0.32/page, plus shipping. **Customized materials** will incur an additional charge of $200 per hour for design and development. **Pricing increases if minimums not met.**	

INSURANCE (Copies of Endorsements will be Required)

TYPE OF INSURANCE

GENERAL LIABILITY
- ☒ Commercial General Liability
- ☐ Claims Made
- ☐ W Heavy Equipment
- ☐ To Include Products of Complete Operation Endorsements
- ☐ Other _____
- ☒ Occurrence
- ☐ XCU

COMBINED SINGLE LIMIT

General Aggregate 1,000,000
Products-Comp Op AGG —
Personal & Adv Injury —
Contractual Liability —

Fire Damage (Any one Fire) _____
Med Exp (Any one Person) _____

PROFESSIONAL LIABILITY
☐

General Aggregate 1,000,000

AUTOMOTIVE LIABILITY
☐ Any Auto

Aggregate _____

EXCESS LIABILITY
☐ Umbrella Form

Each Occurrence _____
Aggregate _____

GARAGE LIABILITY
☐ Any Auto
☐ _____ Other than Auto Only:

Auto Only - Each Accident _____
Each Accident _____
Aggregate _____

☐ **BUILDER'S RISK** ☐ 100% of the Total Contract Price
☐ **INSTALLATION FLOATER** ☐ 100% of the Total Material Costs
☐ **POLLUTION**
☐ **CARGO**
☒ **WORKERS COMPENSATION** (or) ☒ **OCCUPATIONAL MEDICAL AND DISABILITY**
☐ **EMPLOYERS' LIABILITY**

OTHER: COPIES OF ENDOSEMENTS ARE REQUIRED
- ☒ City of Lubbock named as additional insured on Auto General Liability on a primary and non-contributory basis.
- ☐ To include Products of Completed Operations endorsement.
- ☒ Waiver of subrogation in favor of the City of Lubbock on all coverages

IMPORTANT: All endorsements **MUST** be reviewed by Risk Management for determination of insurance requirements, if any, prior to submission of this form to the Purchasing Department.

☐ No Insurance is required for purchase only of equipment.

Signature of Risk Management Coordinator

5-22-17
Date

CONTRACT INFORMATION (Part 2 Required for Contract Award)
(Type or Print all information with the exception of Signatures and Signature Dates)

City Council Agenda Date:
(Submit Texas Ethics Commission Form 1295 – Contact Purchasing)

Check all that apply: ☐ Revenue Generating ☐ Grant Funds
(*If either is selected, the Risk Management Coordinator signature is not required)

Risk Manager: Date: 8/25/17

Director of Fiscal Policy: Date: 8/25/17

City Manager Direct Report: Date: 8-25-17

Originating Department and *Individual Responsible for Ensuring Contract Terms and Contract Compliance:
(Executed contracts will be available on Laserfiche. Contact IT for Access.)

Department: HR- Human Resources *Name: Leisa Hutcheson
Phone Number: 775-2277 Title: Director - HR & Risk Mgmt

Information for Vendor/Contractor/Agency or Other Entity City of Lubbock is contracting with:

Name of Entity: Connect Your Care
Address: 307 International Circle, Suite 200
(This address will be used to mail Contract)
City: Hunt Valley State: MD Zip: 21030
Contact Name: Debbie Woodward
Phone No.: 410-891-1035 Fax No.: 410-891-1030 Email: debbie.woodward@connectyourcare.com
(Scanned Contract will be E-mailed)

Notice to Proceed + ☐ Working ☐ Calendar Days **Not to Exceed Amount:** $

Original Contract Amount: $10,230

☐ Amendment

No.: of Amount:$
No.: of Amount:$
No.: of Amount:$

New Contract Amount: $

☐ Change Order

No.: of Amount:$
No.: of Amount:$
No.: of Amount:$

New Contract Amount: $

Part 2 requires one copy of the original contract or amendment/change order

Contract Checklist (*Not applicable to Change Orders or Amendments*)

1. Is the individual or owner of this business an officer or employee of the City of Lubbock: Note: **If Yes**, City policy may not allow us to write a contract for this individual vendor. If unsure, check with Legal.
2. If federal or state funded, does the contract include all clauses required by federal or state statutes, and executive orders and their implementing regulations?
3. If the purchase transaction involves the purchase, lease, or acceptance as a gift of real estate, has an environmental site assessment (ESA) been performed on the property? **If No**, contact Environmental Compliance at (806) 775-2989

REQUEST TO PURCHASE GOODS OR SERVICES & CONTRACT INFORMATION (Part 1 Initial Procurement Process)

Document # 13582

Description of Goods or Services to be purchased: Estimated Amount $28,017,040
Medical, Dental, Flexible Spending, Health Reimbursement Accounts, Individual Stop Loss Coverage, Organ Transplant Coverage, COBRA and Vision coverages services

Requesting Department: Health Benefits
Contact Name: Leisa Hutcheson
Title: Director of Human Resources
Tel # 806-775-277 E-mail: # lhutcheson@mylubbock.us

Will Vendor be on City Property? ☐ No ☑ Maybe (Explain below) ☐ Yes (Explain below)

How will this be delivered?

Explain:
Vendors may be on property to provide annual reports to City and assist with Annual Enrollment.

Reviewed by:

Signature (Expenditures under $25,000 – Dept. Head; over $25,000 – Director) Director HR
Title (Director or Department Head ONLY)

Specifications/Scope of Work Attached (Email to malvarez@mylubbock.us)

AUTHORIZATION REQUIRED FOR THE FOLLOWING IF APPLICABLE

☐ Asbestos may be present in the building, but sampling has shown none of the materials to be disturbed contain asbestos for the proposal scope of work. (If the original scope of work changes, the Asbestos Coordinator must be notified).
☐ The work area contains asbestos materials that must be addressed before continuing the proposed work. (The contractor must contact the Asbestos Coordinator prior to performing any work).
☐ The work proposed is exterior to the building, therefore it is the responsibility of the Contractor to follow all state, local and federal regulations regarding worker safety and waste disposal.

Signature of Asbestos Coordinator *(for ANY project involving a City facility)* Date

Signature of Facilities Director *(for ANY project involving a City facility)* Date
City departments must obtain review and approval of specifications from the Fleet Services Director when specifications include **rolling stock** (e.g., autos, trucks, off-road equipment, farm equipment, trailers, utility service bodies, etc.). *If Federal funds are involved, please see 49 CFR 665, Pre-award/Post Delivery of Rolling Stock.*

Signature of Fleet Services Director Date
City departments must obtain approval from the Director of Information Technology when specifications include the configuration of any **computer systems, computer hardware, computer software, or computer peripherals**.

Signature of Director of Information Technology Date

FUNDING

Charge Advertising & Reproduction

Capital Projects: .8304.20000 Cost Center Grants: 3119 .8304 Appropriated Amount: 28,017,040
Available Amount: 28,017,040

Cost Center Project No: 3120 Account: 8528 Phase: (Phase is only for Capital Projects)

Cost Center Project No: 3121 Account: 8513, 8514 Phase: 8515 State Funding:

Cost Center Project No: 3122 Account: 8513, 8515 Phase: Federal Funding:

Senior Financial Analyst Signature: Melissa Trevino Budget Director Signature: Chyl Brock

GENERAL SERVICES

Purchase Order Only Enter a Requisition Number:

Term Contract of year(s) + Renewals

Is this a One Time Service?: ☐ Yes ☐ No Items can be awarded on an ☐ item-by-item ☐ all-or-none

PUBLIC WORKS PROJECTS / JOC (Job Order Contract)

Estimated Engineer Amount listed on Bid Sync $_____

PROJECT NUMBER: NUMBER OF DAYS FOR COMPLETION OF WORK: ☐ Calendar or ☐ Working Days

LIQUIDATED DAMAGES per Day - Amount must be reasonable amount of anticipated or actual damages for each day the completion of work is delayed – generally not enforceable if damages are intended to serve as a penalty or are far in excess of the amount of damages that may be reasonably forecast. (If blank, $25 day will be used)

BASIS FOR LIQUIDATED DAMAGES AMOUNT: (If blank, Liquidated Damages amount will default to $25 day.)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/07/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF GEORGIA, INC. 5605 Glenridge Drive - Suite 300 Atlanta, GA 30342	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 404 497-7500 **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Connect Your Care, LLC 307 International Circle Suite 200 Hunt Valley, MD 21030	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Federal Insurance Company / 20281 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** PFU578UG **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:			35979166	09/14/2016	09/14/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits E&O	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
								$ $ $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Lubbock
1625 13th Street
Lubbock, TX 79401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: (16)7357-77-11

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
CITY OF LUBBOCK
1625 13TH STREET
LUBBOCK, TX 79401

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

08/29/2016 03:02 PM

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CHUBB®

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

Other Insurance – Primary, Noncontributory Insurance – Scheduled Person Or Organization

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

CITY OF LUBBOCK
1625 13TH STREET
LUBBOCK, TX 79401

All other terms and conditions remain unchanged.

Authorized Representative

CHUBB

Liability Insurance

Endorsement

Policy Period	SEPTEMBER 14, 2016 TO SEPTEMBER 14, 2017
Effective Date	SEPTEMBER 14, 2016
Policy Number	3597-91-66 EUC
Insured	CONNECTYOURCARE, LLC
Name of Company	FEDERAL INSURANCE COMPANY
Date Issued	SEPTEMBER 16, 2016

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

city of lubbock TEXAS

Office of Purchasing and Contract Management
Reference Check Questionnaire

The following format is suggested as an outline for the questions to be asked during a reference check of the finalists. Other questions pertinent to the ITB/RFP may be added as required:

REFERENCE CHECK Telos

BIDDER/OFFEROR: Connect yarCare

REFERENCE: Telos

PERSON INTERVIEWED: Andrea Virerito

1. Describe the scope of work performed by this firm for your organization.

2. Was the project completed on time?

3. Was the project completed within budget?

4. What problems, if any, were encountered with this firm during performance of the project, and how were they resolved.

5. How would you rate the firm on a scale of 1-10 for:

Professionalism	6	Final product	5
Qualifications	6	Cooperation	5
Budget control	6	Reliability	6

6. Would you re-hire this firm?

Yes:_____ No: ✓ Maybe:_____

7. How would you describe the qualifications of the firm for a project involving:

_____

Highly qualified _____
Qualified _____
Adequate _____
Marginal _____

8. What other company or government has this firm performed work for? *(Contact this company or government for an additional reference.)*

CALL MADE BY: Azenette Mier DATE: 8/23/17

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-245745

Date Filed:
08/04/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
ConnectYourCare
Hunt Valley, MD United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Lubbock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFP 17-13424-MA
Flexible Spending Account Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

MEREDITH M. CIPRIANO NOTARY PUBLIC CITY OF BALTIMORE, MARYLAND 8-15-2019

Sworn to and subscribed before me, by the said Meredith M Cipriano, this the 7th day of August, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Meredith M. Cipriano (Printed name of officer administering oath) | Notary Public (Title of officer administering oath)

Information

Agenda Item

Resolution - Health Benefits: Consider a resolution authorizing the Mayor to execute Contract 16694, by and between the City of Lubbock and BlueCross BlueShield of Texas (BCBSTX), to provide medical administrative services only (ASO), dental administration, pharmacy benefit management (PBM), Consolidated Omnibus Budget Reconciliation Act (COBRA) administration, and Medicare Navigator services.

Item Summary

The City provides medical, dental, and prescription drug coverage for full-time City employees and their eligible dependents. Texas Government Code Section 175.002 allows retired City employees under the age of 65 to retain medical and dental coverage for themselves and eligible dependents at the same level of coverage as active employees. BCBSTX and Prime Therapeutics administer the medical, pharmacy, and dental plans. The City also purchases individual stop loss coverage that begins to pay should a participant's annual claims exceed $700,000.

The City issued a Request for Proposal (RFP 22-16694-TF), for the health plans on June 19, 2022. The proposal requested quotes for medical and dental administrative services, pharmacy benefit management (PBM), network utilization review, medical case management, disease management, COBRA administration, and Medicare Navigator services.
The selection criteria in the RFP included:

- experience in servicing self-funded governmental entities, especially in Texas (10 Points);
- claims adjudication service(s) offered and the ability to deliver electronically integrated medical, care and disease management (10 Points);
- quality of provider network (15 Points);
- quality of medical management (15 Points);
- information services and reporting capabilities (10 Points);
- written and oral presentations and representations (10 Points);
- cost of coverage and services (20 Points), and
- ability to integrate with an outside PBM and the City's free clinics (10 Points).

The RFP generated five responses for medical Administrative Services Only (ASO), Dental Administration, Pharmacy Benefit Management (PBM), Consolidated Omnibus Budget Reconciliation Act (COBRA) administration, and Medicare Navigator services.

BlueCross BlueShield of Texas (BCBSTX)
UnitedHealthcare
Scott and White Health Plans
CVS Health (PBM services only)
Delta Dental (Dental administration only).

Prior to finalizing the scores, the RFP Committee entertained presentations from the top two respondents, BCBSTX and UnitedHealthcare. The Evaluating Committee provided the following ranking of the proposers.

Proposer	Points
BlueCross BlueShield of Texas (BCBSTX)	186.80
UnitedHealthcare	170.43
Delta Dental	162.30
Scott and White Health Plans	156.42
CVS Health	133.33

Guarantees

The City requested proposers provide multiple-year rate guarantees on the life and disability products. BCBSTX quoted a 5-year rate guarantee, vs. a 3-year rate guarantee from UnitedHealthcare. The BCBSTX offer encompasses all aspects of the RFP for Healthcare and pharmacy administration, client management, claims management and strong financial reporting. BCBSTX has a proven history for claims adjudication accuracy and offer well-being health management as the integrated care and disease management services.

Based on the overall program, including continuity of providers for members, performance and network discount guarantees, strength of the network, and stop loss premium, BCBSTX, the highest ranked proposer, is recommended as the most beneficial for the City and employees.

Fiscal Impact

The differential for BCBSTX was the high level of RX rebates quoted and that we currently enjoy. BCBSTX rebates are 42% higher, reducing the City's administration and claims expense. BCBSTX also provides a Medical Rebate Credit affording the City additional savings. A Medical Rebate is a credit on infusion drugs billed through a facility setting.

The RX rebates offset administrative fees. The offset equates to a reduction in costs of approximately $663,329.

The 2023 claims projection for medical, prescription, and claims is $33,958,690 based on the current level of benefits.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Clifton Beck, Director of Human Resources

Attachments

Resolution - BCBSTX ASO and Stop Loss
BCBSTX ASO and Stop Loss

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, the BlueCross BlueShield of Texas Administrative Services Only Benefit Program Application (ASO BPA) (Exhibit "A"), an Application and Policy Schedule for Stop Loss Coverage (Exhibit "B"), and related documents. Said Exhibits are attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Clifton Beck, Director of Human Resources

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs/RES.Contract-BCBSTX
September 27, 2022

EXHIBIT
tabbies
A

Benefit Program Application ("ASO BPA")

Application to Administrative Services Only (ASO) Group Accounts

administered by Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association, hereinafter referred to as the "Claim Administrator" or "BCBSTX"

Group Status: Renewing ASO Account

Employer Account Number (6-digits): 010097 Group Number(s): 106837, 219476

Section Number(s): All

Legal Employer Name: City of Lubbock

(Specify the Employer or the employee trust applying for coverage. Names of subsidiary or affiliated companies to be covered must also be named below. AN EMPLOYEE BENEFIT PLAN *MAY NOT* BE NAMED)

ERISA Regulated Group Health Plan*: ☐ Yes ☒ No

Is your ERISA Plan Year* a period of 12 months beginning on the Effective Date of Coverage specified below? ☐Yes

If not, please specify your ERISA Plan Year*: Beginning Date __/__/__ End Date __/__/__ (month/day/year)

ERISA Plan Administrator*: _____

Plan Administrator's Address: _____

If you maintain that ERISA is not applicable to your group health plan, give legal reason for exemption:
Select from drop down ; if applicable, specify other: _____

Is your Non-ERISA Plan Year* a period of 12 months beginning on the Anniversary Date specified below? ☒Yes

If not, please specify your Non-ERISA Plan Year*: Beginning Date __/__/__ End Date __/__/__ (month/day/year)

For more information regarding ERISA, contact your Legal Advisor.

*All as defined by ERISA and/or other applicable law/regulations

Effective Date of Coverage: (Month/day/Year) 01 / 01 / 2023

Anniversary Date: (Month/Day/Year) 01 / 01 / 2024

Retiree-Only Plan(s) Identification:
For more information regarding Retiree-only plans, contact your Legal Advisor.

Do you have one or more Retiree-only plan(s)? ☐ Yes ☒ No

If yes, please provide Benefit Agreement number, or group and section numbers of the Retiree-only plan(s):
_____

Account Information	☐ NO CHANGES ☒ SEE ADDITIONAL PROVISIONS	
Standard Industry Code (SIC): 9111	Employer Identification Number (EIN): 75-6000590	
Address: 1314 Avenue K		
City: Lubbock	State: TX	ZIP: 79401-3830
Administrative Contact: Lou Moore	Title: Benefits and Wellness Manager	
Email Address: lmoore@mylubbock.us	Phone Number: 806-775-2317	Fax Number: 806-775-3316
☐ Mailing address is different from primary address		
Mailing Address: _____		
City: _____	State: _____	ZIP: _____
Mailing Contact: _____	Title: _____	
Email Address: _____	Phone Number: _____	Fax Number: _____
☒ Billing address is different from primary address		
Billing Address: PO Box 2000		
City: Lubbock	State: TX	ZIP: 79457

Proprietary and Confidential Information of Claim Administrator
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

Billing Contact: Lou Moore | Title: Benefits and Wellness Manager

Email Address: lmoore@mylubbock.us | Phone Number: 806-775-2317 | Fax Number: 806-775-3316

Wholly Owned Subsidiaries to be covered: _____

Affiliated Companies to be covered: _____ | Employer Identification Number (EIN): _____

(Affiliated Companies must be required or permitted to be aggregated per IRS Guidelines., Employer hereby confirms that Employer, Subsidiaries and Affiliates are treated as a single employer under Internal Revenue Code Section 414(b), or (c), or (m) or (o), or under applicable law.)

Subsidiary / Affiliate Address: _____

City: _____ | State: _____ | ZIP: _____

Subsidiary / Affiliate Contact: _____ | Title: _____

Email Address: _____ | Phone Number: _____ | Fax Number: _____

Blue Access for Employers℠ ("BAE℠") Contact: Lou Moore | Title: Benefits and Wellness Manager

(The BAE Contact is the Employee authorized by the Employer to access and maintain the Employer's account in BAE.)

Email Address: lmoore@mylubbock.us | Phone Number: 806-775-2317 | Fax Number: 806-775-3316

☒ The Employer or other company listed in this BPA is a is a public Entity or governmental agency/contractor

Producer of Record Information

☒ NO CHANGES ☐ SEE ADDITIONAL PROVISIONS

Effective: 01/01/2016

If applicable, the below-named producer(s) or agency(ies) is/are recognized as the Employer's Producer of Record (POR) to act as a representative in negotiations with and to receive commissions from BCBSTX, or Claim Administrator's corporate subsidiaries, as applicable, for procuring Claim Administrator's claims administration services for Employer's employee benefit program(s). This statement rescinds any and all previous POR appointments for the Employer. The POR is authorized to perform membership transactions on behalf of the Employer. This appointment will remain in effect until withdrawn or superseded in writing by Employer.

Producer or Agency to whom commissions are to be paid*: Marsh & McLennan Agency

Texas Producer #: 042758000 | NPN: 263237576

Address: _____

City: _____ | State: _____ | ZIP: _____

Phone: _____ | Fax: _____ | Email: _____

Is Producer/Agency appointed with BCBSTX in Texas? ☒ Yes ☐ No | General Agent? ☐ Yes ☐ No

Affiliated with General Agent? ☐ Yes ☐ No

Is there a secondary Producer or Agency to whom commissions are to be paid? ☐ Yes ☒ No

If Yes, Producer or Agency to whom commissions are to be paid*:** _____

Texas Producer #: _____

NPN: _____

Address: _____

City: _____ | State: _____ | ZIP: _____

Phone: _____ | Fax: _____ | Email: _____

Is Producer/Agency appointed with BCBSTX in Texas? ☐ Yes ☐ No | General Agent? ☐ Yes ☐ No

Commissions:

☐ PCPM $_____ Does a Monthly Cap Apply ☐ Yes ☐ No $_____ (If cap is annual, divide by twelve)

☐ Flat $_____ Does a Monthly Cap Apply ☐ Yes ☐ No $_____ (If cap is annual, divide by twelve)

☐ Percentage of Stop Loss:_____%

ADDITIONAL COMMISSIONS: _____

Affiliated with General Agent? ☐ Yes ☐ No

If commission split**, designate percentage for each producer/agency (total commissions paid must equal 100%):

Proprietary and Confidential Information of Claim Administrator
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

Producer /Agency 1: _____% Producer /Agency 2: _____%

Multiple Location Agency(ies): If servicing agency is not listed above as primary or secondary Producer or Agency above, specify location below:

_____

* The Producer or agency name(s) above to whom commissions are to be paid must exactly match the name(s) on the appointment application(s).

** If commissions are split, please provide the information requested above on both producers/agencies. **Both** must be appointed to do business with BCBSTX in Texas.

Schedule of Eligibility

☐ NO CHANGES ☒ SEE ADDITIONAL PROVISIONS

Employer has made the following eligibility decisions:

1. **Eligible Person means**:
   - ☒ A full-time employee of the Employer.
   - ☐ A full-time employee of the Employer who is a member of: _____ (*name of union*)
   - ☐ A part-time employee of the Employer.
   - ☒ A retiree of the Employer. Define criteria: Eligible to retire pre-65, or approved for disability retirement, under the City of Lubbock retirement plans and has been employed by the City for five (5) consecutive years and enrolled in the medical plan immediately preceding the date of retirement.
   - ☐ Other: _____

   Are any classes of employees to be excluded from coverage? ☒ Yes ☐ No
   If yes, please identify the classes and describe the exclusion: Post-65 retirees on the group plan

2. **Employee definition**:
   Full-Time Employee means:
   - ☒ A person who is regularly scheduled to work a minimum of 30 hours per week and who is on the permanent payroll of the Employer.
   - ☐ Other: _____

   Part-Time Employee means:
   - ☐ A person who is regularly scheduled to work a minimum of _____ hours per week and who is on the permanent payroll of the Employer.
   - ☐ Other: _____

3. **The Effective Date of termination for a person who ceases to meet the definition of Eligible Person**:
   - ☐ The date such person ceases to meet the definition of Eligible Person.
   - ☒ The last day of the calendar month in which such person ceases to meet the definition of an Eligible Person.
   - ☐ Other: _____

4. Select an effective date rule for a person who becomes an Eligible Person after the Effective Date of the Employer's health care plan (the effective date must not be later than the 91st calendar day after the date that a newly eligible person becomes eligible for coverage, unless otherwise permitted by applicable law).
   - ☐ The date of employment.
   - ☐ The _____ day of employment.
   - ☐ The _____ day of the month following _____ month(s) of employment.
   - ☒ The 1st day of the month following 30 days of employment.
   - ☐ The _____ day of the month following the date of employment.
   - ☐ Other: _____

   Is the waiting period requirement to be waived on initial group enrollment? ☐ Yes ☐ No
   Are there multiple new hire waiting periods? ☐ Yes ☐ No
   If yes, please attach eligibility and contribution details for each section.

5. **Domestic partners covered**: ☐ Yes ☒ No
   If yes, *a domestic partner is eligible to enroll for coverage.*
   If yes, are domestic partners eligible for continuation of coverage? ☐ Yes ☐ No
   If yes, are dependents of domestic partners eligible to enroll for coverage? ☐ Yes ☐ No
   If yes, *are* dependents of domestic partners eligible for continuation of coverage? ☐ Yes ☐ No

Proprietary and Confidential Information of Claim Administrator
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

The Employer is responsible for providing notice of possible tax implications to those Covered Employees with coverage for domestic partners.

6. **Are unmarried grandchildren eligible for coverage?** ☒Yes ☐ No (answer the question below)
Must the grandchild be dependent on the employee for federal income tax purposes at the time application is made? ☐ Yes ☐ No

7. **Limiting Age for covered children**: Twenty-six (26) years, regardless of presence or absence of a child's financial dependency, residency, student status, employment status, marital status, eligibility for other coverage, or any combination of those factors. Other:

8. **Termination of coverage upon reaching the Limiting Age**:
☐ The last day of coverage is the day prior to the birthday.
☐ The last day of coverage is the last day of the month in which the limiting age is reached.
☒ The last day of coverage is the last day of the billing month.
☐ The last day of coverage is the last day of the year (12/31) in which the limiting age is reached.
☐ The last day of coverage is the day prior to the Employer's Anniversary Date.
Automatically cancel dependents when they reach the day their coverage terminates? ☒ Yes ☐ No
Will coverage for a child who is medically certified as disabled and dependent on the employee terminate upon reaching the Limiting Age even if the child continues to be both disabled and dependent on the employee?
☐ Yes ☒ No
However, such coverage shall be extended in accordance with any applicable federal or state law and the Disabled Dependent provisions of this BPA. The Employer will notify BCBSTX *of such requirements.*

9. **Disabled dependent:** A disabled dependent means a dependent child who is medically certified as disabled and dependent upon the Employee or his/her spouse.

To administer medical certification of disabled dependents, you may select option (a) Standard Rules or (b) Custom Rules. BCBSTX will administer its standard process for administration of disabled dependent coverage if (a) below is selected by Employer, or at the Employer's direction memorialized below, BCBSTX will follow a customized process if Employer selects (b). If (b) is selected there are additional selections regarding age, proof of prior coverage, certification review, forms, and previous medical certification approvals.

(a) ☒ Disabled dependent administration will follow **Standard Rules.**

A disabled dependent is eligible to ***continue*** coverage beyond the limiting age, provided the disability began before the child attained the age of 26. A disabled dependent is eligible to ***add*** coverage beyond the limiting age, provided the disability began before the child attained the age of 26, and proof of coverage as a disabled dependent is provided. Administration of certification review is administered by BCBSTX; a disabled dependent certification form must be submitted to BCBSTX.

(b) ☐ Disabled dependent Administration will follow **Custom Rules**. Please make the following sections:

Age: *Please select one option regarding age of when the disability began.*
☐ The disability must have begun before the child attained the age of 26.
☐ All disabled dependents are covered regardless of when the disability began.

Proof of prior coverage: *Please select required or not required below:*
When ***adding*** coverage, proof of prior coverage as a disabled dependent is ☐ required ☐ not required.

Certification review: *Please select one option regarding the administration of certification review.*
☐ Certification review is administered by BCBSTX; a disabled dependent certification form must be submitted to BCBSTX.
☐ Certification review is administered by the Employer; there are no disabled dependent certification form requirements.

If certification review is administered by BCBSTX, *please select one option regarding forms:*
☐ Utilize BCBSTX's disabled dependent certification forms.
☐ Utilize custom/other disabled dependent certification forms.

Proprietary and Confidential Information of Claim Administrator
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

If Certification Review is administered by BCBSTX, *please select allowed or not allowed below:*
A disabled dependent approved certification from a prior insurance carrier is ☐ allowed ☐ not allowed.
A disabled dependent approved certification from a prior BCBS policy is ☐ allowed ☐ not allowed.

10. Will extension of benefits due to temporary layoff, disability or leave of absence apply?
☐ Yes (specify number of days below) ☐ No
Temporary Layoff: days Disability: days Leave of Absence: days
However, benefits shall be extended for the duration of an Eligible Person's leave in accordance with any applicable federal or state law. The Employer will notify BCBSTX *of such requirements.*

11. Enrollment:
Special Enrollment: An Eligible Person may apply for coverage, family coverage or add dependents within thirty-one (31) days of a Special Enrollment qualifying event if he/she did not previously apply prior to his/her Eligibility Date or when otherwise eligible to do so. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be the effective date of the qualifying event or, in the event of Special Enrollment due to marriage or termination of previous coverage, then no later than the first day of the Plan Month following the date of receipt of the person's application of coverage.

An Eligible Person may apply for coverage within sixty (60) days of a Special Enrollment qualifying event in the case either of a loss of coverage under Medicaid or a state Children's Health Insurance program, or eligibility for group coverage where the Eligible Person is deemed qualified for group coverage assistance under a state Medicaid or CHIP premium assistance program.

Open Enrollment: An Eligible Person may apply for coverage, family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when otherwise eligible to do so, during the Employer's annual Open Enrollment Period. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by the Claim Administrator and the Employer. Such date shall be subsequent to the Open Enrollment Period. Specify Open Enrollment Period: _____

Late Enrollment: An Eligible Person may apply for coverage, family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when otherwise eligible to do so. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by the Claim Administrator and the Employer.
Select one of the provisions below:
☒ Open Enrollment – Late applicants may only apply during Open Enrollment.
☐ Late Entrant – Late applicants may apply at any time – coverage effective date is determined by the receipt date and allowed rules governing off-cycle enrollments.

12. * Does COBRA Auto Cancel apply? ☒ Yes ☐ No
Member's COBRA/Continuation of coverage will be automatically cancelled at the end of the member's eligibility period.
**Not recommended for accounts with automated eligibility*

CURRENT ELIGIBILITY INFORMATION

☒ **NO CHANGES** ☒ **Current number of Employees enrolled** 2,501 ☐ **SEE ADDITIONAL PROVISIONS**

Proprietary and Confidential Information of Claim Administrator
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

Current Employee Eligibility Information only applies to new accounts. If your account is renewing, please just indicate the current number of enrolled employees (above).

Total number of Employees/Subscribers:

1. on payroll _____
2. total number of employees presently eligible for coverage _____
3. on COBRA continuation coverage _____
4. with retiree coverage (if applicable) _____
5. who work part-time _____
6. serving the new hire probationary period _____
7. declining because of other group coverage (e.g., other commercial group coverage, Medicare, Medicaid, TRICARE/Champus) _____
8. declining coverage (not covered elsewhere) _____

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Lines of Business (Check all applicable services) ☐ NO CHANGES ☐ See *Additional Provisions*

Medical Plan Services:

☐ PPO: Plan Name: _____
Plan Name: _____
Plan Name: _____
Plan Name: _____
Plan Name: _____

☐ HMO: Plan Name: _____
☐ Prescription Drug Option: Select From List
☐ No Prescription Drug Option

☐ Blue High Performance Network℠ (BlueHPN℠)

☒ EPO: Plan Name: EPO EPO

☐ POS: Plan Name: _____

Additional Services:

☒ Wellbeing Management
☐ Wellness Incentives
☐ Health Advocacy Solutions
☐ Mercer Health Advantage
☐ Custom Care Management Unit
☐ Blue Directions℠ (Private Exchange) (*If selected, the Blue Directions Addendum must be attached and made a part of the parties' Administrative Services Agreement.)*
☐ In-Hospital Indemnity (IHI)

☐ Limited Fiduciary Services for Claims and Appeals

☐ Other Select Product
☐ Other Select Product
☐ Other Select Product
☐ Other Select Product
☐ Other
☐ Other

Consumer Driven Health Plan

☐ BlueEdge℠ HCA, (*if selected, complete separate HCA Benefit Program Application*)
☐ BlueEdge℠ HSA, (*if selected, provide HSA Administrator or trustee name:* Select Vendor)
☐ FSA (vendor: Select Vendor)
☐ HRA (vendor: Select Vendor)

Traditional Coverage:

☐ Out-of-Area (Indemnity)
☐ Benefit Offering

Prescription Drugs:

☒ *(If selected, the PBM Fee Schedule Addendum must be attached and is part of this BPA.)*

Pharmacy Network (Select one):

☐ Traditional Select Network
☒ Advantage Network
☐ Preferred Network
☐ Elite Network
☐ Network on PBM Fee Schedule Addendum
☐ Other (please specify):

Drug List: Performance Drug List

Other (please specify):

PPO/HSA Preventive Drug List:
Please specify: Select Option

Other Rx programs:
Please specify: Select Program

Ancillary Services:

☐ Vision Insurance *(if selected, complete a separate application)*
☒ Stop Loss Coverage (*If selected, complete separate Stop Loss exhibit*)
☐ Life, Disability, Specified Disease or Accident Insurance (*If selected, complete a separate application for those coverages*)
☒ COBRA Administrative Services (*If selected, complete separate COBRA Administrative Services*
☒ Dental Plan Services
Plan Name: PPO P Dental Employer-paid
Plan Name: _____ Select From List
Plan Name: _____ Select From List
Plan Name: _____ Select From List

Mercer Health Advantage is offered by Mercer, an independent company, and is administered by Blue Cross and Blue Shield of Texas.
Custom Care Management Unit is offered by Willis Towers Watson, an independent company, and is administered by Blue Cross and Blue Shield of Texas.
Medical and Dental benefits and services are administered by Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association.

Life, Disability, Specified Disease, Accident and Vision Insurance is underwritten by Dearborn Life Insurance Company. 701 E. 22nd St. Suite 300, Lombard, IL 60148. Blue Cross and Blue Shield of Texas is the trade name of Dearborn Life Insurance Company, an independent licensee of the Blue Cross and Blue Shield Association. BLUE CROSS®, BLUE SHIELD® and the Cross and Shield Symbols are registered service marks of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans.

Proprietary and Confidential Information of Claim Administrator
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

FEE SCHEDULE

Employer shall pay amounts Claim Administrator bills Employer for benefit claims Claim Administrator processes on Employer's behalf as well as administrative fees as set forth in this Fee Schedule.

Payment Specifications ☒ NO CHANGES ☐ SEE ADDITIONAL PROVISIONS

Employer Payment Method: ☐ **Online Bill Pay** ☐ **Electronic** ☐ **Auto Debit** ☐ **Check**

Employer Payment Period: ☐ **Weekly** (cannot be selected if Check is selected as payment method above)

☐ **Semi Monthly** (cannot be selected if Check is selected as payment method above)

☐ **Monthly**

Claim Settlement Period: ☐ **Monthly**

Run-Off Period: Employer Payments are to be made for _____ months following the end of the Fee Schedule Period. *Standard is twelve (12) months.*

Fee Schedule Period: To begin on Effective Date of Coverage and continue for 12 months. If other than 12 months, please specify: months.

Administrative Per Employee per Month (PEPM) Charges ☐ NO CHANGES ☒ SEE ADDITIONAL PROVISIONS

	2023 Medical EPO	2023 Dental	2024	2025
Administrative Fee	$42.52	$3.20	$43.37	$44.24
Dental	$_____	$_____	$_____	$_____
Limited Fiduciary Services	$_____	$_____	$_____	$_____
Advanced Payment Review	% $	% $	% $	% $
*Medical Drug Rebate Credit	$(2.50)	$(_____)	$(TBD)	$(TBD)
*Rebate Credit for the Prescription Drug Program	$(92.13)	$(_____)	$(TBD)	$(TBD)
Outpatient Imaging Management Services	$_____	$_____	$_____	$_____
Management of the Virtual Visits Program	$_____	$_____	$_____	$_____
Wellbeing Management	$4.95	$_____	$TBD	$TBD
Health Advocacy Solutions	$_____	$_____	$_____	$_____
Commissions: _____	$_____	$_____	$_____	$_____
Commissions: _____	$_____	$_____	$_____	$_____
Commissions: _____	$_____	$_____	$_____	$_____
Other: Prescription Drug Administrative Fee List Service: _____	$4.57	$_____	$TBD	$TBD
Other: Other Services List Service: Retiree Drug Subsidy Suppport	$0.19	$_____	$TBD	$TBD
Other: Select Service Category List Service: _____	$_____	$_____	$_____	$_____
Miscellaneous: _____	$_____	$_____	$_____	$_____
Miscellaneous: _____	$_____	$_____	$_____	$_____
Total	$-42.40	$3.20	$TBD	$TBD

Proprietary and Confidential Information of Claim Administrator
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*The Rebate Credit is a per Covered Employee per month credit applied to the monthly billing statement. The Employer and Claim Administrator have agreed to the Rebate Credit and Employer agrees that it and its group health plan have no right to, or legal interest in, any portion of the rebates, either under the pharmacy benefit or the medical benefit, actually provided by the Pharmacy Benefit Manager ("PBM") or a pharmaceutical manufacturer to Claim Administrator and consents to Claim Administrator's retention of all such rebates. The Rebate Credit will be provided from Claim Administrator's own assets and may or may not equal the entire amount of rebates actually provided to Claim Administrator by the PBM or expected to be provided. Rebate Credits shall not continue after termination of the Prescription Drug Program. Employer agrees that any Rebate Credit provision in the governing Administrative Services Agreement to the contrary is hereby superseded.

Administrative Line Item Charges	Frequency	Amount
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	$_____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	$_____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	$_____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	$_____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____	$_____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____	$_____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____	_____%
	Total:	$_____

Other Service and/or Program Fee(s) ☒ NO CHANGES ☐ SEE ADDITIONAL PROVISIONS

NSA Fees

In connection with the claims, items, and services that are subject to the No Surprises Act ("NSA") and disputed by a Provider, Employer agrees to pay Claim Administrator the following fees:

- Fifty dollars ($50) for each claim that is the subject of informal negotiation with a Provider (this fee will be charged in the event the Provider, in its sole discretion, determines that it will not accept the initial payment amount); and
- An additional seventy-five dollars ($75) per claim for each independent dispute resolution process ("IDR") where Claim Administrator represents Plan (this fee will be charged in the event the Provider, in its sole discretion, determines that it will initiate IDR after the informal negotiation period); and
- All costs imposed by the IDR entity or any state, federal or local government entity in connection with an IDR.

Not applicable to Grandfathered Plans

External Review Coordination: ☒ Yes ☐ No

If yes, coordination fee: $700 for each external review requested by a Covered Person that the Claim Administrator coordinates for the Employer in relation to the Employer's Plan. Employer elects for external reviews to be performed under the Affordable Care Act external review process.

If no, provide name and address of administrator(s) of external review coordination and indicate if administrating medical claims and/or pharmacy claims:

Administrator: Medical claims: ☐ Pharmacy claims: ☐ Name: Mailing Address:
Administrator: Medical claims: ☐ Pharmacy claims: ☐ Name: Mailing Address:

Advanced Payment Review (APR): ☒ Yes ☐ No

APR is a suite of payment integrity offerings. Refer to the Matrix. If Employer elects APR, indicate APR Savings Program or PEPM below:

☒ APR Savings Program

☐ PEPM

For APR capabilities other than Reimbursement Services: If Employer elects APR Savings Program, Claim Administrator will invoice the percentage indicated in the Fee Schedule of any savings amounts identified by Claim Administrator or third-party.

Reimbursement Services: ☒ Yes ☐ No If yes, Claim Administrator will retain twenty-five percent (25%) of any recovered amounts made on third-party liability claims other than recovery amounts received as a result of or associated with any Workers' Compensation Law.

FlexAccess™: ☐ Yes ☒ No

Claim Administrator will assess a program fee equal to 20% of the total shared savings. Total shared savings is calculated as follows:

The difference between Employer responsibility without the FlexAccess Program and Employer responsibility with the FlexAccess Program. The Employer responsibility with the FlexAccess Program is cost of the drug minus: (1) the manufacturer copay assistance dollars that are allocated to the cost of the drug and (2) the member's cost share for the member enrolled in the program. The Employer responsibility without the FlexAccess Program is the cost of the drug minus the member cost share if the member was not enrolled in the program.

Third-Party Law Firms Provisions (other than Reimbursement Services): Employer will pay no more than 35% of any recovered amount made by Claim Administrator's third-party law firm or up to 35% of any recovered amount will be deducted from the amount distributed according to established allocation processes.

Alternative Compensation Arrangements: Employer acknowledges and agrees that Claim Administrator has Alternative Compensation Arrangements with contracted providers, including but not limited to Accountable Care Organizations and other Value Based Programs. Further information concerning Employer's payment for covered services under such Arrangements is described in the Administrative Services Agreement between the Claim Administrator and the Employer.

Virtual Visits Program: ☐ Yes ☒ No If yes, Covered Persons would be able to obtain certain Covered Services remotely via interactive video and/or interactive audio/video (where available) capability from Virtual Visits powered by MDLIVE.

MDLIVE® is a separate company that operates and administers Virtual Visits for persons with coverage through Blue Cross and Blue Shield of Texas. MDLIVE is solely responsible for its operations and for those of its contracted providers. MDLIVE® and the MDLIVE logo are registered trademarks of MDLIVE, Inc., and may not be used without permission.

Termination Administrative Charges

As applies to the Run-Off Period indicated in the Payment Specifications section above:

The Termination Administrative Charge applicable to the Run-Off Period shall be equal to the sum of the amounts obtained by multiplying the total number of Covered Employees by category *(per Covered Employee per individual or family composite)* during the three (3) months immediately preceding the date of termination by the appropriate factors shown below. In the event of a partial termination, the Termination Administrative Charge shall be the sum of the amount obtained by multiplying three (3) times the total number of terminated Covered Employees by the appropriate factors shown below.

Service	**2023**			
Medical Run-off Administration Charge	**$14.04**	$____	$____	$____
Dental Run-off Administration Charge	$____	$____	$____	$____
Miscellaneous	$____	$____	$____	$____
Miscellaneous	$____	$____	$____	$____
Total:	**$14.04**	$____	$____	$____

Other Provisions

☒ NO CHANGES ☐ SEE ADDITIONAL PROVISIONS

1. **Summary of Benefits & Coverage**:
   a. Will Claim Administrator create Summary of Benefits and Coverage (SBC)?
      ☒ Yes. (Please answer question b. The SBC Addendum is attached.)
      ☐ No. (If No, then skip question b and refer to the Administrative Services Agreement for further information.)
   b. Will Claim Administrator distribute the (SBC) to Covered Persons?
      ☐ No. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Administrative Services Agreement) and provide SBC to Employer in electronic format. Employer will then distribute SBC to Covered Persons (or hire a third party to distribute) as required by law.
      ☒ Yes. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Administrative Services Agreement) and distribute SBC to plan participants and beneficiaries via regular hardcopy mail or electronically. Distribution Fee for hardcopy mail is one dollar fifty cents ($1.50) per package.

2. **Massachusetts Health Care Reform Act**:
   Does the Employer direct Claim Administrator to provide written statements of creditable coverage to its Covered Employees who reside, or have enrolled dependents who reside, in Massachusetts and file electronic reports to the Massachusetts Department of Revenue in a manner consistent with the requirements under the Massachusetts Health Care Reform Act? ☒ Yes ☐ No

   If no: The Employer acknowledges it will provide written statements and electronic reporting to the Massachusetts Department of Revenue if required by the Massachusetts Health Care Reform Act.

3. **Alternative Care Management Program** (applicable to the purchased medical management program):
   ☐ Yes ☒ No
   The undersigned representative authorizes provision of alternative benefits for services rendered to Covered Persons for Utilization Management, Case Management, including but not limited to Behavioral Health, and other health care management programs.

4. **Prior Authorization** (applicable to the purchased medical management program): Employer acknowledges and agrees to utilize Claim Administrator's standard list of services and supplies for which Prior Authorization (also called pre-notification or preauthorization) is required.

5. **Essential Health Benefits ("EHB") Election**:
   Employer elects EHBs based on the following:
   1. ☒ EHBs based on a Claim Administrator state benchmark:
      ☐ Illinois ☐ Montana ☐ New Mexico ☐ Oklahoma ☒ Texas
   2. ☐ EHBs based on benchmark of a state other than IL, MT, NM, OK and TX
      If so, indicate the state's benchmark that Employer elects: ___
   3. ☐ Other EHB, as determined by Employer

   In the absence of an affirmative selection by Employer of its EHBs, then Employer is deemed to have elected the EHBs based on the Texas benchmark plan.

6. **Employer contribution**:

Employer Contribution – Medical	Employer Contribution – Dental
_____ % of Employee's premium, or $_____	_____ % of Employee's premium, or $_____
_____ % of Dependent's premium, or $_____	_____ % of Dependent's premium, or $_____

Comments: _____

7. This ASO BPA is binding on both parties and is incorporated into and made a part of the Administrative Services Agreement between the parties with both such documents to be referred to collectively as the "Administrative Services Agreement" unless specified otherwise.

Proprietary and Confidential Information of Claim Administrator
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

8. **Producer/Consultant Compensation:**
The Employer acknowledges that if any its POR acts on its behalf for purposes of purchasing services in connection with the Employer's Plan under the Administrative Services Agreement to which this ASO BPA is attached, the Claim Administrator may pay the Employer's POR a commission and/or other compensation in connection with such services under the Administrative Services Agreement. If the Employer desires additional information regarding commissions and/or other compensation paid to the POR by the Claim Administrator in connection with services under the Administrative Services Agreement, the Employer should contact its POR.

Additional Provisions: Wellness Allowance Credit of $25,000 will be provided annually.

BCBSTX will provide a one time $125,000 credit, contingent upon the renewal of all lines of coverage, beginning with the Contract Period starting January 1, 2023.

Quote includes Advanced Payment Review (APR) program under APR program savings model. All claim savings realized through the APR program are passed through to the customer on the claim invoice, and HCSC will charge back 25% of the claim savings on the monthly administrative invoice.

Upon Termination, the run-off administration fee will be multiplied times the total of all certificates actually exposed during each of the three months immediately preceding contract termination and the result will be the obligation of the Employer. The Run-off Administration amount is due and payable whether or not BCBSTX processes the run-off claims.

Proprietary and Confidential Information of Claim Administrator
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Signature

Taylor Holbrook — Taylor Holbrook

Sales Representative — 10/03/2022

034 — 972-766-2465

District — Phone & FAX Numbers

Travis Sartain

Producer Representative

MarshMcClennan Agency

Producer Firm

8144 Walnut Hill Lane, 16th Floor

Dallas, TX, 75231

Producer Address

972-770-1438

Producer Phone & FAX Numbers

Travis.Sartain@MarshMMA.com

Producer Email Address

Tax I.D. No.

Signature of Authorized Purchaser

Print Name

Title

Date

Proprietary and Confidential Information of Claim Administrator
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PROXY

The undersigned hereby appoints the Board of Directors of Health Care Service Corporation, a Mutual Legal Reserve Company, or any successor thereof ("HCSC"), with full power of substitution, and such persons as the Board of Directors may designate by resolution, as the undersigned's proxy to act on behalf of the undersigned at all meetings of members of HCSC (and at all meetings of members of any successor of HCSC) and any adjournments thereof, with full power to vote on behalf of the undersigned on all matters that may come before any such meeting and any adjournment thereof. The annual meeting of members is scheduled to be held each year in the HCSC corporate headquarters on the last Tuesday of October at 12:30 p.m. Special meetings of members may be called pursuant to notice provided to the member not less than thirty (30) nor more than sixty (60) days prior to such meetings. This proxy shall remain in effect until either revoked in writing by the undersigned at least twenty (20) days prior to any meeting of members or by attending and voting in person at any annual or special meeting of members.

From time to time, HCSC pays indemnification or advances expenses to its directors, officers, employees or agents consistent with HCSC's bylaws then in force and as otherwise required by applicable law.

Group No.: 010097

By: _____
Print Signer's Name Here

➡ _____
Signature and Title

Group Name: City of Lubbock

Address: 1314 Avenue K

City: Lubbock State: TX ZIP: 79401

Dated this _____ day of _____
Month Year

Proprietary and Confidential Information of Claim Administrator
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ADDENDUM PG
PERFORMANCE GUARANTEES

The Performance Guarantees described herein shall apply to the Administrative Services Agreement (the "Agreement") to which this Addendum is attached and have the same force and effect as the Agreement's most current Fee Schedule, unless amended, replaced, or terminated by the parties to the Agreement in writing.

All obligations, definitions, terms, conditions, promises, agreements, and language in the Agreement and its most current Fee Schedule apply equally to the obligations, terms, conditions, promises, agreements, and language in this Addendum PG and its most current Exhibit-PG.

SECTION I
TIMING

A. The period for which the Claim Administrator's performance will be measured and for which Employer may receive a refund is referred to as the Settlement Period and is indicated on the most current Exhibit-PG.

B. The measurement of Performance Guarantees will begin on the date indicated on the most current Exhibit-PG provided all of the requirements listed below are completed. The requirements are as follows:

1. Benefit information and claims administrative procedures have been provided by Employer to the Claim Administrator,

2. All accumulation totals, if applicable, have been received from the prior carrier and have been loaded onto the Claim Administrator's claims processing system,

3. Accurate and complete membership information has been received and loaded onto the Claim Administrator's claims processing system, and

4. Transfer Payment procedures have been established in accordance with the Agreement.

SECTION II
DETERMINATION

A. The Claim Administrator agrees to guarantee performance levels as indicated on the most current Exhibit-PG. In the event that the Claim Administrator's level of performance is determined to be less than any of the standards described in the most current Exhibit-PG during a Settlement Period for which the Claim Administrator's performance shall be evaluated for any reason, except any disaster or epidemic which substantially disrupts the Claim Administrator's normal business operation, the Claim Administrator will be responsible for reimbursing Employer a portion of the Administrative Charge.

B. The Claim Administrator will measure Performance Guarantees and report the measurement results to Employer, and any refund amounts due in accordance with this

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Addendum PG within 120 days following the close of all measurement periods necessary to finalize Performance Guarantee results for the Settlement Period.

C. The Claim Administrator will not be obligated to measure Performance Guarantees and will not be obligated to refund Employer based thereon until the Administrative Services Agreement (including the most current Exhibit-PG) has been executed and is on file with the Claim Administrator by the close of the applicable Settlement Period.

D. The Claim Administrator will not be obligated to measure Performance Guarantees and will not be obligated to refund Employer based thereon for any portion of the Settlement Period in which the Employer:

1. Fails to provide the Claim Administrator with Timely changes in enrollment or membership information or any other reports or information as may be necessary for the Claim Administrator to perform its administrative duties, including but not limited to identification or certification of claimants eligible for benefits, dates of eligibility, number of employees and dependents covered under the Plan; or

2. Fails to pay Administrative Charges in accordance with the terms of the Agreement or comply with all established Transfer Payment procedures.

E. The Claim Administrator will not be obligated to measure any Performance Guarantee impacted by changes requested in writing by Employer during the time period required to modify the Claim Administrator's system and to complete all other tasks necessary to achieve the same qualitative standard of execution that existed before the change was requested. All changes or amendments to the Plan must be submitted to the Claim Administrator in accordance with the Agreement.

F. If for any reason there is a significant change in the benefit structure or the administrative procedures of the benefit coverage administered by the Claim Administrator, Medicare payment systems, or if the enrollment of the Plan's benefit coverage administered by the Claim Administrator varies in number of enrolled Covered Employees as indicated in the most current Exhibit-PG attached to and made a part of this Addendum during any Settlement Period, the Claim Administrator reserves the right to re-evaluate and renegotiate the level of performance and/or the Administrative Charges at risk in this Addendum PG and the attached Exhibit-PG.

G. If for any reason the Agreement is terminated prior to the end of any Settlement Period, the Performance Guarantees will not be measured and Employer will not receive any refund, based on that part of the Settlement Period in which the Administrative Services Agreement was in effect.

H. If (i) changes to the formula, methodology or manner in which a third-party benchmark (such as AWP) is calculated or reported take effect, or (ii) such third party ceases to publish such benchmark, then the performance guarantees and/or standards based on such benchmark in this Agreement, if any, shall be re-evaluated and adjusted or converted to an alternative benchmark by Claim Administrator or its designee at the time of such change to return the parties to their respective economic positions with respect to such guarantees and/or standards as they existed under the Agreement immediately prior to such change.

Proprietary Information
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PRESCRIPTION DRUG PROGRAM EXHIBIT-PG
EMPLOYER NAME: CITY OF LUBBOCK
Employer Account Number: 010097
Employer Group Numbers: 219476
Effective for the Settlement Period beginning January 1, 2023, and ending December 31, 2023
Effective for the Settlement Period beginning January 1, 2024, and ending December 31, 2024
Effective for the Settlement Period beginning January 1, 2025, and ending December 31, 2025
Effective for the Settlement Period beginning January 1, 2026, and ending December 31, 2026
Effective for the Settlement Period beginning January 1, 2027, and ending December 31, 2027

Performance guarantees are contingent upon adherence to the terms and conditions of Addendum-PG to which this Exhibit is attached and maintaining an enrollment in the Plan prescription drug program benefit coverage administered by Claim Administrator of not less than **2,248** Covered Employees, based on a total of **2,498** contracts. Performance measurement will begin **January 1, 2023**. Performance Guarantees are measured annually unless otherwise noted. Performance Guarantees are reported and settled on an annual basis only.

SERVICE - PRESCRIPTION DRUG	Defined Performance Guarantees	Performance Guarantee	Dollars at Risk
Ongoing Service	**Eligibility Updates** means that 99% of ongoing eligibility updates shall be processed within five (5) business days of receipt of properly formatted and complete eligibility file. Measured quarterly on an Employer specific basis.	99% - 100% 95% - 98% 94% or less	$0 $1,000 $2,000
	Eligibility Error Report is an error report on eligibility file updates that will be provided within five (5) business days of receiving updates. Measured quarterly on an Employer specific basis.	0 - 5 days 6 days or greater	$0 $2,000
	Plan Administration Accuracy means new and revised benefits shall be setup without issue. Setup issues are defined as production variance against BET submissions as identified via audit activity. Prime guarantees an accuracy rate for all Benefit Plan setups. Excluded from PG are benefit setup issues that are a result of erroneous or misinformed client direction or BET submissions. Member benefit setup errors will be counted in the month and year they are confirmed to be an error. The percent accuracy will be measured by using member impact. Measured quarterly at the Blue Plan book of business basis.	98% - 100% 96% - 97% 95% or less	$0 $1,000 $2,000
Retail Network Program	**Average Speed of Answer** is defined as the time a Caller spends on hold, after being placed in queue, until a service representative becomes available. Standard is measured by determining the average number of seconds the Caller spends waiting for a service representative, calculated over the complete workday. Measurement is based on calls from those customers assigned to the Unit.	0 - 30 seconds 31 seconds or greater	$0 $2,000

Proprietary Information
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SERVICE - PRESCRIPTION DRUG	Defined Performance Guarantees	Performance Guarantee	Dollars at Risk
	Abandoned Calls are defined as Calls, calculated over the complete workday, that reach the facility and are placed in a queue, but are not answered because the Caller hangs up before a service representative becomes available. Measurement is based on calls from those customers assigned to the Unit.	0% - 3% 4% or greater	$0 $2,000
	RxClaim System Availability 99.75% measured 24 hours a day, 7 days a week based on Prime's book of business. Reports of unplanned downtime (planned downtime is excluded) from Prime's service management ticketing system will be utilized for reporting the availability of key systems. Excludes any occurrence of power outages; downtime occurring during the scheduled maintenance window; hardware, software, network or communications failure beyond Prime's control; and downtime/availability experienced by HCSC.	99.75% - 100% 99.74% or less	$0 $2,000
	Claims Processing Accuracy - 99% of Claims will be adjudicated accurately. A random audit of adjudicated claims will occur monthly and will be validated against the Benefit Edit Tool submissions and test claims. Measured annually at the Blue Plan book of business basis.	99% - 100% 98% or less	$0 $2,000
	Paper Claim Turn Around Time means that within fourteen (14) business days, 99% of all paper claims not requiring clarification shall be processed. Measurement does not include payment. Measured annually at the Blue Plan book of business basis.	99% - 100% 98% or less	$0 $2,000
	Geographic Access – Network Members will have access to Network Participants for covered prescription drug services. Measured at the Blue Plan book of business level. Geographic Access means the Claims Administrator guarantees that a Network Participant will be within two (2) miles of a Member in an urban area 90% of the time. Note – These networks do not apply to limited networks, only broad networks.	90% - 100% 89% or less	$0 $2,000
	Geographic Access – Network Members will have access to Network Participants for covered prescription drug services. Measured at the Blue Plan book of business level. Geographic Access means the Claims Administrator guarantees that a Network Participant will be within five (5) miles of a Member in a suburban area 90% of the time. Note – These networks do not apply to limited networks, only broad networks.	90% - 100% 89% or less	$0 $2,000
	Geographic Access – Network Members will have access to Network Participants for covered prescription drug services. Measured at the Blue Plan book of business level. Geographic Access means the Claims Administrator guarantees that a Network Participant will be within fifteen (15) miles of a Member in a rural area 70% of the time. Note – These networks do not apply to limited networks, only broad networks.	70% - 100% 69% or less	$0 $2,000

Proprietary Information
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SERVICE - PRESCRIPTION DRUG	Defined Performance Guarantees	Performance Guarantee	Dollars at Risk
Mail Service Program ESI	**Turnaround time for routine prescriptions** is defined as the processing time for mail service prescriptions. Measurement is based on the processing time from the date received to the date shipped. The performance guarantee will be measured as a percent of clean prescriptions processed within 2 business days. Measured at the Blue Plan book of business.	96% - 100% 95% or less	$0 $2,000
	Turnaround time for non-routine prescriptions is defined as the processing time for mail service prescriptions. Measurement is based on the processing time from the date the order was received to the date the order was shipped. The performance guarantee will be measured as a percent of prescriptions requiring intervention processed within 5 business days. Intervention means additional information is required before the document claim or prescription can be processed. Measured at the Blue Plan book of business.	98% - 100% 97% or less	$0 $2,000
	Prescription (Mail) Dispensing Accuracy Overall mail service pharmacy accuracy rate of 99.99%. An error will include incorrect patient, incorrect directions, incorrect strength, or incorrect medication in the container. Notwithstanding the foregoing, an error will not include immaterial matters such as generic substitution not addressed, incorrect spelling of a plan member's name on the label, or incorrect spelling of a physician's name. Accuracy is determined by dividing the total number of errors by the total number of prescriptions shipped for its book of business. Measured at Prime's book of business.	99.99% - 100% 99.98% or less	$0 $2,000
	Mail Service Member Satisfaction - A survey of Prime Members who have received Covered Drugs from ESI Mail Pharmacy will be completed quarterly by Pharmacy specific to Prime on a Prime Book of Business basis. Pharmacy guarantees a Prime Member satisfaction rate of 90% based on overall satisfaction. Guarantee assumes the number of responses is statistically significant provided Pharmacy makes commercially reasonable efforts to obtain responses from a statistically significant number of Prime Members. The survey will focus on the end-to-end Home Delivery experience. Measured at Prime's book of business.	90% - 100% 89% or less	$0 $2,000
Specialty Service Program Accredo	**Delivery Success Rate for Specialty Medications** means that 99.8% of Specialty Drug orders will be delivered to the Prime Member within the agreed upon delivery date (i.e., Need by Date). Includes Clean Orders but excludes orders where the Prime Member and/or the physician requested that Pharmacy change the date. Measured at the Blue Plan book of business. If minimum volume of 20k specialty prescriptions per year is not met, measured at Prime's book of business.	99.8% - 100% 99.7% or less	$0 $2,000

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SERVICE - PRESCRIPTION DRUG	Defined Performance Guarantees	Performance Guarantee	Dollars at Risk
	Specialty Service Member Satisfaction - One survey of Prime Members who have received Specialty Drugs from Accredo Specialty Pharmacy will be completed quarterly by Pharmacy on the Operating Unit level. Pharmacy guarantees a Specialty Prime Member satisfaction rate of 90% based on overall satisfaction and the responses represent a statistically significant number. Measured at the Blue Plan book of business. If minimum volume of 20k specialty prescriptions per year is not met, measured at Prime's book of business.	90% - 100% 89% or less	$0 $2,000
Total PDP			**$34,000**

IN WITNESS WHEREOF, the parties have executed this Exhibit-PG to remain in effect for the indicated period of time.

BLUE CROSS AND BLUE SHIELD OF TEXAS, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company

By: Kathy M. Selck

Kathy Selck
Please Print Name

Title: Vice President & Chief Underwriter

Date: September 28, 2022

CITY OF LUBBOCK

By:

Please Print Name

Title:

Date:

Proprietary Information
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except under written agreement.

EXHIBIT-PG
EMPLOYER NAME: CITY OF LUBBOCK
Employer Account Number: 010097
Employer Group Number(s): 219476
Effective for the Settlement Period beginning January 1, 2023, and ending December 31, 2023
Effective for the Settlement Period beginning January 1, 2024, and ending December 31, 2024
Effective for the Settlement Period beginning January 1, 2025, and ending December 31, 2025
Effective for the Settlement Period beginning January 1, 2026, and ending December 31, 2026
Effective for the Settlement Period beginning January 1, 2027, and ending December 31, 2027

Performance guarantees are contingent upon adherence to the terms and conditions of Addendum-PG to which this Exhibit is attached and maintaining an enrollment in the Plan medical benefit coverage administered by Claim Administrator of not less than **2,248** Covered Employees based on a total of **2,498** contracts. Performance measurement will begin **January 1, 2023**. Performance Guarantees are measured and settled annually.

SERVICE – Medical	**Defined Performance Guarantees**	**Performance Guarantee**	**Percentage of the Administrative Charge at Risk**
Account Management	**Account Management** means the Employer's satisfaction with Account Management and will be measured by the Employer, using the Claim Administrator's Account Management Client Satisfaction Survey.	Composite Score 3.0 - 5.0 0 - 2.9	 0% 2%
Claims Processing Turnaround Time – Process-Ready Claims	**Claims Processing Turnaround Time** means the period beginning on the date the Claim Administrator or Host Blue receives a Claim for processing through the date the Claim passes all system edits and benefits are approved or denied by the Claim Administrator. The performance guarantee is measured as a percent of process-ready Claims processed within 14 calendar days. Method of Measurement: The number of process-ready claims processed in 14 calendar days divided by the total number of process-ready claims. Process-ready means a Claim that, when received by the Claim Administrator, contains all of the Claim information required to process the Claim. Measurement is based on Employer-specific Claims.	90.0% - 100% 88.0% - 89.9% 0% - 87.9%	0% 1% 2%
Claims Processing Turnaround Time – All Claims	**Claims Processing Turnaround Time** means the period beginning on the date the Claim Administrator or Host Blue Plan receives a Claim for processing through the date the Claim passes all system edits and benefits are approved or denied by the Claim Administrator. The performance guarantee is measured as a percent of all Claims processed within 30 calendar days. Method of Measurement: The number of Claims processed in 30 calendar days divided by the total number of claims. Measurement is based on Employer-specific Claims.	97.0% - 100% 95.0% - 96.9% 0% - 94.9%	0% 1% 2%

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SERVICE – Medical	Defined Performance Guarantees	Performance Guarantee	Percentage of the Administrative Charge at Risk
Claim Processing Accuracy	**Claim Processing Accuracy** is defined as the percent of Claims processed accurately in accordance with the provisions of the medical benefit coverage administered by the Claim Administrator. Claim Processing Accuracy refers to Claims without processing errors such as: 1. Coding - incorrect claim data entry. 2. Failure to adhere to the Employer's health care benefit program design. 3. Failure to adhere to the administrative procedures. 4. System generated errors, benefit programming errors, calculation errors. 5. Excluding: a. Any administrative inaccuracies that do not impact claims disposition or customer reporting; b. Errors entered by providers of service; c. Benefits provided to an ineligible claimant due to the Employer's failure to provide timely and accurate eligibility information to the Claim Administrator. Method of measurement: The accuracy rate is determined from a statistically valid random stratified sample audit of all Claims processed during the settlement period. A Claim Processing Accuracy percentage is calculated for each stratum by dividing the number of accurately processed Claims by the number of Claims selected in the stratum. Each accuracy percentage is then weighted according to the total claim population. The Claim Processing Accuracy rate is determined by summing the weighted accuracy from each stratum. Measurement is based on an audit of Claims processed for those customers assigned to the Unit.	97.0% - 100% 95.0% - 96.9% 0% - 94.9%	0% 1% 2%
Claim Financial Accuracy	**Claim Financial Accuracy** means the percent of dollars paid accurately in accordance with the provisions of the medical benefit coverage administered by the Claim Administrator. Method of measurement: The accuracy rate is determined from a statistically valid random stratified sample audit of all Claims paid during the Settlement Period. Total dollars overpaid and total dollars underpaid are projected over each stratum. Claim Financial Accuracy is computed by summing the projected overpayments and the projected underpayments (*absolute value*) from each stratum and dividing by the total dollars paid in the population. The end result is subtracted from one for the accuracy rate. Measurement is based on an audit of Claims processed for those customers assigned to the Unit.	98.0% - 100% 97.0% - 97.9% 0% - 96.9%	0% 1% 2%

Proprietary Information
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SERVICE – Medical	Defined Performance Guarantees	Performance Guarantee	Percentage of the Administrative Charge at Risk
Customer Service	**Inquiry Resolution** is defined as number of days it takes to resolve a participant inquiry, beginning with the date the inquiry is received to the resolution date. All written and telephone inquiries will be measured. The standard is measured as a percent processed within 14 calendar days on an Employer-specific basis.	95.0% - 100% 94.0% - 94.9% 0% - 93.9%	0% 1% 2%
	Average Speed of Answer of Telephone Calls, calculated over the complete business day, is defined as the time a caller spends on hold until a customer advocate becomes available. Method of measurement: The average speed of answer will be calculated by dividing the total length of time for all calls, measured from the time a call is queued by the automated telephone system for the next available customer advocate until the time the caller is connected with a customer advocate, by the total number of calls connected with a customer advocate during the Settlement Period. The Average Speed to Answer is provided by telephone reports that compute the average number of seconds that Callers spend on hold waiting for their Call to be answered. Standard is measured using member calls on an Employer-specific basis.	0 - 30 seconds 31 - 60 seconds 61 seconds or more	0% 1% 2%
	Abandoned Calls are defined as calls, calculated over the complete business day, that reach the facility and are placed in a queue, but are not answered because the caller hangs up before a customer advocate becomes available. Any calls abandoned or terminated by the caller prior to 30 seconds will not be counted as Abandoned Calls. Standard is measured using member calls on an Employer-specific basis.	0% - 3.0% 3.1% - 5.0% 5.1% - 100%	0% 1% 2%
Customer Satisfaction	**Customer Satisfaction** is defined as the percent of the enrolled members who respond to the Commercial Member Satisfaction Survey (CTP 2.0), rating the overall performance of their health plan as Excellent, Very Good, or Good. Standard is measured based on statistically valid sample of Covered Persons under the Claim Administrator's PPO program.	80.0% - 100% 75.0% - 79.9% 0% - 74.9%	0% 1% 2%
Total Medical			**18%**

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IN WITNESS WHEREOF, the parties have executed this Exhibit-PG to remain in effect for the indicated period of time.

BLUE CROSS AND BLUE SHIELD OF TEXAS, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company	**CITY OF LUBBOCK**
By: Kathy M. Selck	By:
Kathy Selck Please Print Name	Please Print Name
Title: Vice President & Chief Underwriter	Title:
Date: September 28, 2022	Date:

Proprietary Information

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except under written agreement.

DENTAL EXHIBIT-PG
EMPLOYER NAME: CITY OF LUBBOCK
Employer Account Number: 010097
Employer Group Number(s): 106837
Effective for the Settlement Period beginning January 1, 2023, and ending December 31, 2023
Effective for the Settlement Period beginning January 1, 2024, and ending December 31, 2024
Effective for the Settlement Period beginning January 1, 2025, and ending December 31, 2025
Effective for the Settlement Period beginning January 1, 2026, and ending December 31, 2026
Effective for the Settlement Period beginning January 1, 2027, and ending December 31, 2027

Performance guarantees are contingent upon adherence to the terms and conditions of Addendum-PG to which this Exhibit is attached and maintaining an enrollment in the Plan dental benefit coverage administered by Claim Administrator of not less than **2,237** Covered Employees, based on a total of **2,485** contracts. Performance measurement will begin **January 1, 2023**. Performance Guarantees are measured and settled annually.

SERVICE - Dental	**Defined Performance Guarantees**	**Performance Guarantee**	**Percentage of the Dental Administrative Charge at Risk**
Claim Turnaround Time	**Claim Turnaround Time** - Turnaround time is defined as the number of days it takes to process a claim, beginning with the date the claim is received to the check/EOB date on participant filed claims or to the date the claim passes all edits on provider filed claims. The standard is measured as a percent of process-ready claims finalized within 14 calendar days on an Employer specific basis.	90.0%-100% 0%-89.9%	0% 2%
Claim Processing Accuracy	**Processing Accuracy** is defined as the percent of claims processed accurately. The level of performance is based on the results from a random sample audit of all claims processed for those customers assigned to the Unit.	97.0%-100% 0%-96.9%	0% 2%
Claim Financial Accuracy	**Financial Accuracy** is defined as the percent of dollars paid accurately. The level of performance is based on the results from a random sample audit of all claims processed for those customers assigned to the Unit.	98.0%-100% 0%-97.9%	0% 2%
Inquiry Resolution	**Inquiry Resolution** - Inquiry resolution is defined as the number of days it takes to resolve a participant inquiry, beginning with the date the inquiry is received to the resolution date. All written and telephone inquiries will be measured. The standard is measured as a percent processed within 14 calendar days for those customers assigned to the Unit.	95.0%-100% 0%-94.9%	0% 2%

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SERVICE - Dental	Defined Performance Guarantees	Performance Guarantee	Percentage of the Dental Administrative Charge at Risk
Abandoned Calls	**Abandoned calls** are defined as calls, calculated over the complete workday, that reach the facility and are placed in a queue, but are not answered because the caller hangs up before a service representative becomes available. Any calls abandoned or terminated by the caller prior to the Average Speed to Answer number of seconds standard will not be counted as Abandoned Calls. Standard is measured using participant calls for those customers assigned to the Unit.	0%-3.0% 3.1%-100%	0% 2%
Average Speed to Answer	**Average Speed to Answer**, calculated over the complete workday, is defined as the time a caller spends on hold until a service representative becomes available. Standard is measured by determining the average number of seconds the caller spends waiting for a service representative. Standard is measured using participant calls for those customers assigned to the Unit.	0-30 seconds 31 seconds or more	0% 2%
Total Dental			**12%**

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BLUE CROSS AND BLUE SHIELD OF TEXAS, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company	**CITY OF LUBBOCK**
By: Kathy M. Selck	By:
Kathy Selck Please Print Name	Please Print Name
Title: Vice President & Chief Underwriter	Title:
Date: September 28, 2022	Date:

Proprietary Information

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BlueCross BlueShield of Texas

City of Lubbock	
Effective Date:	01/01/2023
Members:	5,383
Employees:	2,470

F. CUSTOM PASSTHROUGH PRICING

Contract Period	Advantage
BRAND DISCOUNTS	
Retail Network	
1/1/2023 to 12/31/2023	19.50%
1/1/2024 to 12/31/2024	19.55%
1/1/2025 to 12/31/2025	19.60%
Extended Supply Network (ESN) - 90 Day Channel	
1/1/2023 to 12/31/2023	22.45%
1/1/2024 to 12/31/2024	22.55%
1/1/2025 to 12/31/2025	22.65%
Mail	
1/1/2023 to 12/31/2023	24.30%
1/1/2024 to 12/31/2024	24.30%
1/1/2025 to 12/31/2025	24.30%
GENERIC DISCOUNTS	
Retail Network	
1/1/2023 to 12/31/2023	86.80%
1/1/2024 to 12/31/2024	86.90%
1/1/2025 to 12/31/2025	87.00%
Extended Supply Network (ESN) - 90 Day Channel	
1/1/2023 to 12/31/2023	88.70%
1/1/2024 to 12/31/2024	88.80%
1/1/2025 to 12/31/2025	88.90%
Mail	
1/1/2023 to 12/31/2023	86.45%
1/1/2024 to 12/31/2024	86.55%
1/1/2025 to 12/31/2025	86.65%
BRAND DISPENSING FEES	
Retail Network	
1/1/2023 to 12/31/2023	$0.40
1/1/2024 to 12/31/2024	$0.40
1/1/2025 to 12/31/2025	$0.40
Extended Supply Network (ESN) - 90 Day Channel	
1/1/2023 to 12/31/2023	$0.00
1/1/2024 to 12/31/2024	$0.00
1/1/2025 to 12/31/2025	$0.00
Mail	
1/1/2023 to 12/31/2023	$0.00
1/1/2024 to 12/31/2024	$0.00
1/1/2025 to 12/31/2025	$0.00
GENERIC DISPENSING FEES	
Retail Network	
1/1/2023 to 12/31/2023	$0.40
1/1/2024 to 12/31/2024	$0.40
1/1/2025 to 12/31/2025	$0.40
Extended Supply Network (ESN) - 90 Day Channel	
1/1/2023 to 12/31/2023	$0.00
1/1/2024 to 12/31/2024	$0.00
1/1/2025 to 12/31/2025	$0.00
Mail	
1/1/2023 to 12/31/2023	$0.00
1/1/2024 to 12/31/2024	$0.00
1/1/2025 to 12/31/2025	$0.00
AGGREGATE SPECIALTY	
Discount	
1/1/2023 to 12/31/2023	24.00%
1/1/2024 to 12/31/2024	24.00%
1/1/2025 to 12/31/2025	24.00%
Specialty Pharmacy Dispensing Fee	
1/1/2023 to 12/31/2023	$0.00
1/1/2024 to 12/31/2024	$0.00
1/1/2025 to 12/31/2025	$0.00

Notes:

- Discounts are based on the actual NDC-11 dispensed on the fill date.
- Guarantees are based upon the above selected BCBS TX Network.
- Guarantees are based upon an implemented BCBS TX Extended Supply Network (90-day retail). If not implemented, Retail rates apply.
- For the purpose of reconciliation at contract year end, discount and dispensing fee guarantees are reconciled in aggregate, as long as the contract remains in effect.
- Discount and dispensing fee rates exclude compound, long term care (LTC) pharmacy, home infusion (HIP) pharmacy, veterans affairs (VA) pharmacy, Indian/tribal/urban (I/T/U) pharmacy, 340B, Medicare/Medicaid, out-of-network, member-submitted, foreign, coordination of benefits (COB), 100% member-paid plans (i.e. discount cards not including MedsYourWay drug discount card program), subrogation, paper, invalid, usual and customary (U&C) claims and non-specialty discount and dispensing fees also exclude specialty (as defined by the BCBS TX specialty drug pricing file) claims.
- For discount purposes, Specialty is defined by the BCBS TX specialty drug pricing file.
- Guarantees are based upon a exclusive specialty network arrangement.
- Aggregate Specialty discount guarantees do not include limited distribution drugs (LDDs) nor any new specialty drugs brought to market and added to the specialty list during the term of each contract year.
- For discount and dispensing fees, Brand drugs are defined as drugs that have a Medi-Span multisource code field equal to "M", "N", or "O".
- For discount and dispensing fees, Generic drugs are defined as drugs available in sufficient supply that have a Medi-Span multisource code field equal to "Y".
- Compound Claims, Foreign Claims, reversed claims, and out-of-network claims are excluded from the calculation of whether the AWP discounts and Dispensing Fees shown above have been achieved and also are excluded from the calculation of any shortfall credit for Employer.

City of Lubbock	
Effective Date:	01/01/2023
Members:	5,383
Employees:	2,470

F - CUSTOM PASSTHROUGH PRICING	
Contract Period	**Performance**
REBATE PER BRAND	
Retail Network	
1/1/2023 to 12/31/2023	$241.58
1/1/2024 to 12/31/2024	$281.69
1/1/2025 to 12/31/2025	$305.61
Extended Supply Network (ESN) - 90 Day Channel	
1/1/2023 to 12/31/2023	$698.58
1/1/2024 to 12/31/2024	$750.70
1/1/2025 to 12/31/2025	$807.15
Mail	
1/1/2023 to 12/31/2023	$670.30
1/1/2024 to 12/31/2024	$697.85
1/1/2025 to 12/31/2025	$722.24
Specialty	
1/1/2023 to 12/31/2023	$2,887.79
1/1/2024 to 12/31/2024	$3,443.72
1/1/2025 to 12/31/2025	$3,981.40
REBATES PER EMPLOYEE PER MONTH	
1/1/2023 to 12/31/2023	$92.13
1/1/2024 to 12/31/2024	$110.26
1/1/2025 to 12/31/2025	$131.91

Notes:

- Rebates will be trued up annually to the greater of the PEPM rebate credits, per brand Rx rebate guarantees, and actual rebates.
- Rx offer is contingent on BCBS TX being the medical benefits administrator.
- For rebate purposes, Specialty is defined by the BCBS TX specialty drug pricing file.
- For the purpose of reconciliation at contract year end, all rebate guarantees are reconciled in aggregate as long as the contract remains in effect.
- Compound, long term care (LTC) pharmacy, home infusion (HIF) pharmacy, veterans affairs (VA) pharmacy, Indian/tribal/urban (I/T/U) pharmacy, 340b, Medicare/Medicaid, out of network, member-submitted, foreign, coordination of benefits (COB), 100% member-paid plan (i.e. discount card), subrogation, paper, invalid, vaccine, over-the-counter (OTC), zero balance due (100% member paid), biosimilar, and limited distribution drug (LDD) claims are excluded from rebate guarantees.
- For rebate purposes, Brand drugs are defined as all drugs that have a Medi-Span multisource code field equal to "M", "N", or "O".

City of Lubbock	
Effective Date:	01/01/2023
Members:	5,383
Employees:	2,470

F - CUSTOM PASSTHROUGH PRICING	
ADMINISTRATIVE FEE	
Contract Period	Per Employee Per Month
1/1/2023 to 12/31/2023	$4.57
1/1/2024 to 12/31/2024	$4.57
1/1/2025 to 12/31/2025	$4.57

Notes:

- Administrative Fees will be charged at the above rate on a per employee per month basis.

Additional Caveats:

- Guarantees are based on adoption and adherence of an above BCBS TX drug list, including associated utilization management and clinical programs. BCBS TX reserves the right to equitably adjust guarantees for the following: changes in any law or regulation, changes in interpretation of a law or regulation, changes within PBM marketplace which lead to a significant deviation from the current economic environment, unexpected market events, unexpected generic launches, authorized generic launches, biosimilar launches, products launched at risk, products under patent litigation, new lower cost NDCs priced net of rebates from the innovator, products with AWP decreases, implementation of new clinical programs, removal of existing clinical programs, changes in pharmacy benefit plan design, or drug list changes.
- Members will pay the lower of the contracted rate, U&C, or their applicable copayment. Zero balance logic is not employed.
- Assumes client does not have 340B pricing.
- Guarantees provided does not include savings from DUR or other clinical programs.
- Specialty drugs dispensed through the medical benefit will not be included in reconciliation of guarantees.
- Guarantees assumes 26% ESN penetration, if that differs significantly, BCBS TX reserves the right to revise guarantees terms and financials.
- Guarantees assumes 1% Mail penetration, if that differs significantly, BCBS TX reserves the right to revise guarantees terms and financials.
- BCBS TX reserves the right to equitably adjust the guarantees in the event the number of covered members or pharmacy claims volume materially changes over the course of the contract.
- Covid-19 related testing, vaccines, and treatments are excluded from guarantee reconciliation.
- Members' cost share is the applicable copayment, deductible, and/or coinsurance, which coinsurance is calculated in accordance with the applicable Network Contract or the applicable out-of-network pricing. Zero balance logic is not employed.
- Employer will be billed for Foreign Claims in an amount based on the amount billed by the pharmacy.
- Employer will be billed for out-of-network claims based on the pricing set forth in the Administrative Services Agreement and/or PBM Exhibit, as applicable.
- Guarantees will be calculated as described in this Addendum and the PBM Exhibit to the Administrative Services Agreement.
- Unless otherwise specified in this Addendum, capitalized terms used in this Addendum shall have the meanings set forth in the Administrative Services Agreement or the PBM Exhibit, as applicable.

Signature of Authorized Purchaser

Print Name

Title

Date

BlueCare® Freedom Dental

BlueCross BlueShield of Texas

DENTAL BENEFIT HIGHLIGHTS *Prepared for* City of Lubbock
Effective 01/01/2023

ALL FIELDS BELOW ARE REQUIRED TO BE COMPLETED

Type of Service	*Benefit***
General Provisions	
☐ Plan ☒ Calendar Year Deductible *If applicable, deductible option should mirror medical deductible option.(Remove before distribution)*	$75 Individual / $225 Family
Three-month Deductible carryover applies (Not applicable if Plan Year Chosen)	Yes
Deductible credit from prior carrier	No
Maximum per Participant	$1200
Diagnostic and Preventive Care Benefits	
☒Deductible Waived (standard)	
☐Deductible Not Waived	
Oral Examinations (2 exams per Year) Prophylaxis (2 cleanings per Year) Fluoride Treatment (to age 19; 2 per Year) Dental X-rays (Subject to booklet provision) – Full Mouth/Panoramic Xrays – 1 time per 36 months	100%
Miscellaneous Services	
☒Deductible Waived	
☐Deductible Not Waived (standard)	
Sealants (up to age 16; applies to permanent molars, one application per tooth, per lifetime) Space Maintainers (up to age 19) Labs and Tests Palliative Care	100%
Restorative Services	
Amalgams and Composites Simple Extractions Pin Retention	80%
General Services	
Anesthesia Stainless Steel Crowns	80%
Endodontic Services	
Root canal therapy Direct pulp cap Apicoectomy/Apexification Retrograde filling/Root amputation/hemisection Therapeutic pulpotomy/Gross pulpal debridement	80%
Periodontal Services	
Periodontal scaling and root planning Full mouth debridement/Periodontal Maintenance Gingivectomy/Gingivoplasty Gingival flap procedure/Osseous surgery and grafts/Soft tissue grafts	80%
Oral Surgery Services	
Surgical tooth extractions Alveoloplasty/Vestibuloplasty	80%
Crowns, Inlays/Onlays Services	
Prefabricated post and cores	50%
Recementation of crowns, inlays/onlays Crown Repair	80%
Prosthodontic Services	
Reline/Rebase Bridges and dentures Recementation and Repair of Bridges	50%
Orthodontic Benefits	
☒Deductible Waived (standard)	
☐Deductible Not Waived	
Orthodontic Diagnostic Procedures and Treatment: **Adults eligible: ☐ No ☒ Yes - If yes, indicate age limitation: 26**	50%

BlueCare® Freedom Dental

BlueCross BlueShield of Texas

DENTAL BENEFIT HIGHLIGHTS *Prepared for* City of Lubbock
Effective 01/01/2023

ALL FIELDS BELOW ARE REQUIRED TO BE COMPLETED

Dependent Children eligible: ☐ No ☒ Yes - If yes, indicate age limitation: 26	
Orthodontic Lifetime Maximum per Participant	*$1,000*

Additional Provisions(Please list any benefit changes,account structure changes, new benefit exclusion and effective date of change):

Comments: Approved CBSR 2018-00580-Add language to first sentence:Under Right of Recover by Subrogation or Reimbursement-Your or your Dependent agree to promptly furnish to the plan all information excluding any third party through uninsured or under insured motorist coverage which you have concerning your right of recovery from any person, organization, or insurer and to fully assist and cooperate with the Plan in protecting and obtaining its reimbursement and subrogation rights.
Definition of an Employee:

Employee means all regular full time employees of the Plan Sponsor are eligible to participate in the Plan upon the completion of one full two-week pay period, except for employees in the following categories:
Employees covered by a collective bargaining agreement to which the Plan Sponsor is a party and which does not provide participation in the Plan;
Leased Employees within the meaning of Section 414(n) of the Internal Revenue Code;
Individuals who are classified by the Plan Sponsor does not withhold federal income and employment taxes from such person's compensation;
Nonresident aliens who receive no earned income(within the meaning of Code Section 911 (d)(2)) from their employer that constitutes income from sources within Employees who are not regularly scheduled to work at least 30 hours per week.

**Each time you need dental care, you can choose to:

See a Contracting BlueCare Dentist	See a Non-Contracting Dentist
• Your out-of-pocket cost will generally be the least amount because BlueCare Dentists have contracted to accept a lower Allowable Amount as payment in full for Eligible Dental Expenses • You are not required to file claim forms • You are not balance billed for costs exceeding the BCBSTX Allowable Amount for BlueCare Dentists	• Your out-of-pocket cost may be greater because Non-Contracting Dentists have not entered into a contract with BCBSTX to accept any Allowable Amount determination as payment in full for Eligible Dental Expenses • You are required to file claim forms • You are balance billed for costs exceeding the BCBSTX Allowable Amount

BlueCare® Freedom Dental

BlueCross BlueShield of Texas

EMPLOYEE INFORMATION

- This is a general summary of your benefit design. Please refer to your benefit booklet for other details and for limitations and exclusions.
- The following eligibility provisions apply:
  - Dependent children are covered to age 26. Disabled dependent children can be covered beyond age 26.
  - Retirees are not eligible for coverage.
  - Employees may enroll dependent children up to age 5 on the first of the month following application with no late enrollment penalty.
  - Open enrollment – employees and/or dependents not presently covered may enroll for dental 31 days prior to the anniversary date.

An exclusion will apply to expenses involving the replacement of teeth that were missing prior to the effective date of the dental contract. All other benefits will begin on the first day of coverage. This exclusion will not apply to:

- Any participant who becomes effective on the dental contract date who was covered under a previous group dental care contract by the Employer.
- Any participant who has been continuously covered for 24 months under a group dental care contract with BCBSTX which included prosthetic benefits.
- A partial or full denture or fixed bridge which includes replacement of a missing tooth which was extracted after coverage becomes effective

Athletic mouth guards, isolation or tooth with rubber dam, metal copings, mobilization of erupted/malposition tooth, precision attachments for partials and/or dentures and stress breakers are covered and payable at 50% after calendar year deductible. These services are subject to the $1200 annual maximum

Group Executive Name and Title (Please type or print)	Signature	Date
Agent of Record Name (Please print or type)	Signature	Date
BCBSTX Representative Name (Please print or type)	Signature	Date

EXHIBIT
B

BlueCross BlueShield of Texas

APPLICATION AND POLICY SCHEDULE FOR STOP LOSS COVERAGE

Employer Group Name:	City of Lubbock		
Employer Group Address:	1314 Avenue K		
City:	Lubbock	**State of Situs:** TX	**Zip Code:** 79401
Account Number:	010097		
Employer Group Number(s):	219476		
Original Effective Date of Stop Loss Policy	01/01/2014		
Current Policy Effective Date:	01/01/2023		

Current Policy Period The specifications set forth in this Application are for the Policy Period commencing on 01/01/2023 and ending on 12/31/2023.

The specifications below shall become effective on the first date of the Policy Period specified above and shall continue in full force and effect until the earliest of the following dates: (1) The last day of the Policy Period; (2) The date the Policy terminates; or (3) The date this Application is superseded in whole or in part by a later executed Application.

A. Covered Employees:

Number of Single Coverage Units:	1,258
Number of Family Coverage Units:	1,248

B. Individual Stop Loss Coverage:

1. New Coverage ☐ Renewal of Existing Coverage ☒

2. Stop Loss coverage during the Current Policy Period

   ☒ **12/15**

   Coverage for Claims incurred from 01/01/2023 to 12/31/2023 and Claims paid from 01/01/2023 to 03/31/2024.

   If 24/12, 18/12, 15/12, or 12/12 are selected, Employer Group understands that run-out coverage is not included, and Employer Group represents that it intends to purchase run-in coverage from its next carrier.

   For new coverage only, if a run-in contract as explained in the Stop Loss Policy (24/12, 18/12, or 15/12 coverage period) is purchased, claims paid by the Employer Group's prior claim administrator will be settled at the time of the annual stop loss settlement and must be reported by the Employer Group to the Company (Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company) by the end of the Employer Group's Current Policy Period or stop loss coverage for these run-in claims will be forfeited.

   ☐ (Paid Renewal Only) Claim Administrators Claims: Claims incurred on or after the Original Effective Date of Policy and paid during the Policy Period.

3. Covered Expenses includes:

   ☒ Medical Claims:
   ☒ Prescription Drug Claims with: Prime (Preferred PBM) ____

A Division of Health Care Service Corporation, a Mutual Legal Reserve Company
an Independent Licensee of the Blue Cross and Blue Shield Association

☐ For **Hospital Employer Groups only:** Excludes _____% of Home Hospital Medical claims
☐ Other (for example Dental/Vision): _____.

4. Individual Stop Loss Provisions

a. Individual Stop Loss Deductible: $700,000
Applies per Covered Person for the Employer Group's Current Policy Period.

b. Aggregating Specific Deductible (if applicable): $_____

c. Lasered Individuals with Individual Stop Loss Deductible (if applicable):
Individual identifier, alternate Individual Stop Loss Deductible:
$_____

d. Lasered Individuals excluded from Stop Loss Coverage (if applicable):
Individual identifier:

_____

e. If a run-in contract (24/12, 18/12, or 15/12 coverage period) is purchased, per Item 2. above, run-in claims are covered with a maximum liability of: $Unlimited per Covered Person.

5. Terminal Liability Option (TLO) (does not apply to Employer Groups with 12/15, 12/18, or 12/24 contracts):
☐ Yes ☒ No

The following applies if the answer to item above is "Yes" (Terminal Liability Option):

Must be elected at Policy inception or renewal. Premium cost is calculated by taking the average enrollment for the last two months of the Current Policy Period multiplied by three times pre-termination Individual Stop Loss rate(s). Premium is due at the time of termination, payable by lump sum within 10 days of receipt of bill. Claims will accumulate and be combined under one Individual Stop Loss Deductible specified in item B.4.a above for the Current Policy Period and Terminal Period. The Settlement for the Final Accounting Period will be described in the section of the Policy entitled SETTLEMENTS.

6. Individual Stop Loss Premium
Monthly Individual Stop Loss Premium shall be equal to the amounts obtained by multiplying the number of Covered Employees for a particular Month by:

$19.60 Composite; or
$_____for each Single Coverage Unit
$_____ for each Family Coverage Unit

C. **Aggregate Stop Loss Coverage**: Yes ☐ No ☒
If yes, complete Items 1. through 5. Below:

1. New Coverage ☐ Renewal of Existing Coverage ☐

2. Stop Loss Coverage during the current Policy Period

☐ Choose an item

Coverage for Claims incurred from _____ to _____ and Claims paid from _____ to _____.

If 24/12, 18/12, 15/12, or 12/12 are selected, Employer Group understands that run-out coverage is not included, and Employer Group represents that it intends to purchase run-in coverage from its next carrier.

A Division of Health Care Service Corporation, a Mutual Legal Reserve Company
an Independent Licensee of the Blue Cross and Blue Shield Association

For new coverage only, if a run-in contract as explained in the policy (24/12, 18/12, or 15/12 coverage period) is purchased, claims paid by the Employer Group's prior claim administrator will be settled at the time of the annual stop loss settlement and must be reported by the Employer Group to the Company (Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company) by the end of the Employer Group's Current Policy Period or stop loss coverage for these run-in claims will be forfeited.

☐ (Paid Renewal Only) Claim Administrators Claims: Claims incurred on or after the Original Effective Date of Policy and paid during the Policy Period.

3. Covered Expenses:

☐ Medical Claims
☐ Claim Administrator's Provider Access Fees
☐ Prescription Drug Claims with: Choose an item _____
☐ For **Hospital Employer Groups only:** Excludes _____% of Home Hospital Medical claims
☐ Other (for example Dental/Vision): _____

4. Aggregate Claim Liability

a. Attachment Factor _____% of the Average Claim Value
b. Aggregate Claim Factors:

Group Number:				
Composite; or	$_____	$_____	$_____	$_____
For each Single Coverage Unit	$_____	$_____	$_____	$_____
For each Family Coverage Unit	$_____	$_____	$_____	$_____

c. Minimum Aggregate Point of Attachment: $_____

5. Terminal Liability Option (TLO) (does not apply to Employer Groups with 12/15, 12/18, or 12/24 contracts):
☐ Yes ☐ No

The following applies if the answer to item above is "Yes" (Terminal Liability Option):

Must be elected at Policy inception or renewal. Premium cost is calculated by taking the average enrollment for the last two months multiplied by three times pre-termination Aggregate Stop Loss rate(s). Premium is due at the time of termination, payable by lump sum within 10 days of receipt of bill.

The Final Settlement Point of Attachment shall equal the sum of the Employer's Aggregate Claim Liability amount for the Policy Period plus 15% of the Aggregate Claim Factor multiplied by 12, and then multiplied by the average enrollment for the last two (2) months of the Current Policy Period immediately preceding termination. Furthermore, for the Final Settlement Period, the Minimum Aggregate Point of Attachment shall be the Minimum Aggregate Point of Attachment in item C.4.c. above increased by 15%. The Settlement for the Final Accounting Period will be described in the section of the Policy entitled SETTLEMENTS.

6. Aggregate Stop Loss Premium:
☐ Monthly Premium
Monthly Aggregate Stop Loss Premium shall be equal to the amounts obtained by multiplying the number of Covered Employees for a particular Month by:
$_____ Composite; or
$_____ for each Single Coverage Unit
$_____ for each Family Coverage Unit

☐ Annual Premium (Due on the first day of the Current Policy Period): $_____

D. Additional Provisions (if elected):

1. Retirees Covered (select if included):
   Pre-65: ☒ or Post-65: ☒

2. Home Hospital Employer Groups Only: Home Hospital Provider Number(s) subject to exclusion percentage per Item B.3. & C.3.: _____

3. Monthly Aggregate Accommodation: ☐ Yes ☒ No

4. Additional information: The Individual Stop Loss quote is being offered on a 12/15 basis during the policy period indicated above.

5. Paid Claims subject to Individual Stop Loss are paid claims from the following line(s) of coverage: Medical and Drug_____

Fraud Notice: Any person who knowingly, with intent to injure, defraud or deceive any insurance company submits an application containing any false, incomplete, or misleading information, may be subject to prosecution and may be found guilty of a felony under state law and subject to punishment, including fines and/or imprisonment. Submission of false information in connection with this application may also constitute a crime under federal laws. All appropriate legal remedies will be pursued in the event of insurance fraud, including prosecution under Federal Mail or Wire Fraud statutes, and/ or the Federal Racketeer Influenced and Corrupt Organizations Act. Any false statements made herein may be reported to state and federal tax and regulatory authorities as is appropriate.

The undersigned person represents that he/she is authorized and responsible for purchasing Stop Loss Coverage on behalf of the Employer Group. It is understood that the actual terms and conditions of coverage are those contained in this Application and the Stop Loss Coverage Policy into which this Application shall be incorporated at the time of acceptance by Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company ("HCSC"). Upon acceptance, HCSC shall issue a Stop Loss Coverage Policy to the Employer Group. Upon acceptance of this Application and issuance of the Stop Loss Coverage Policy, the Employer Group shall be referred to as the "Policyholder".

Taylor Holbrook
Sales Representative

Taylor Holbrook
9/29/2022

_____
Signature of Authorized Purchaser

_____
Title of Authorized Purchaser

_____
Date

A Division of Health Care Service Corporation, a Mutual Legal Reserve Company
an Independent Licensee of the Blue Cross and Blue Shield Association

AI# 11061
Regular City Council Meeting
10/11/2022:

6. 10.

Information

Agenda Item

Resolution - Municipal Court: Consider a resolution authorizing the Mayor to execute the renewal of the Interlocal Agreement for the Specialized Treatment and Rehabilitation (STAR), a joint program between Lubbock County, Texas, the Lubbock Independent School District and the City of Lubbock.

Item Summary

The Interlocal Agreement for the Specialized Treatment and Rehabilitation (STAR) Program is a cooperative venture between the City of Lubbock, Lubbock County, and the Lubbock Independent School District. The agreement addresses the needs of school-age children, ages 10-17, who have committed offenses agreed upon by all parties, and whom the Lubbock County Juvenile Justice Center and/or the court, has determined would benefit from placement in a program that combines education with a regimented discipline.

Fiscal Impact

The City's portion of the cost is $175,000 and has been included in the Municipal Court FY 2022-23 Budget.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
The Honorable Jorge Hernandez

Attachments

Resolution - 22-23 STAR Program
STAR Interlocal Agreement 22-23

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a renewal of the **Interlocal Agreement for Specialized Treatment And Rehabilitation (STAR) to be provided by Lubbock County, Texas and the Lubbock Independent School District (LISD)** for **FY 2022-2023,** and related documents, between the City of Lubbock, Lubbock County, Texas, and the Lubbock Independent School District. Said agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Hon. Jorge Hernandez, Municipal Judge

APPROVED AS TO FORM:

_____
John C. Grace, Assistant City Attorney

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STATE OF TEXAS)(

COUNTY OF LUBBOCK)(

INTER-LOCAL AGREEMENT

SPECIALIZED TREATMENT AND REHABILITATION PROGRAM (STAR) FOR FISCAL YEAR 2022-2023

This Inter-Local Agreement (Agreement), is made and entered into pursuant to the Inter-Local Cooperation Act (Chapter 791, Government Code), by and among LUBBOCK INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "LISD", the CITY OF LUBBOCK, hereinafter referred to as "CITY", and COUNTY OF LUBBOCK through the LUBBOCK COUNTY JUVENILE JUSTICE CENTER, hereinafter referred to as "COUNTY".

WHEREAS, the SPECIALIZED TREATMENT AND REHABILITATION project, hereinafter referred to as "STAR", is a cooperative venture between LISD, CITY, and COUNTY that will address the needs of school children, ages 10-17, who have committed offenses agreed upon by all parties, and whom the Lubbock County Juvenile Justice Center and/or the court has determined would benefit from placement in a program that combines education with a regimented discipline.

WHEREAS, LISD will provide the education component of STAR II, III, and IV.

WHEREAS, COUNTY will provide: (1) the regimented drill and exercise and; (2) some counseling and; (3) probation supervision to portions of the STAR program.

WITNESSETH:

I.
TERM

1.1 Term. Regardless of the date of execution, the term of this contract is for a period of one (1) year commencing on October 1, 2022, and ending on September 30, 2023

1.2 Option to Renew. The parties have the option to renew this contract for three (3) successive one-year-terms, if thirty (30) days prior to the end of the term, the parties agree in writing to renew the contract.

II.
CONSIDERATION

2.1 The CITY, and LISD, will each contribute **ONE HUNDRED SEVENTY FIVE THOUSAND DOLLARS ($175,000.00)**. The County of Lubbock will contribute at least $175,000.00, potentially more, consistent with the demand for services and their compliance with state and federal regulations. Each party paying for the performance of governmental functions or services hereunder must make those payments from current revenues available to the paying party as required by Section 791.011 of the Texas Government Code.

2.2 In addition to the funding described in 2.1. herein above, LISD will provide the meals for the students. LISD will also contribute to the COUNTY the sum of the wages, including overtime cost, benefits and expenses incurred by each STAR officer within 30 days of receiving notification by the

COUNTY of such expenses. The above described expenses are a separate item form the original STAR contracted amount and are the sole expenses of LISD.

2.3 The COUNTY will provide travel and training for the Juvenile Supervision Officers assigned to the project, and arrange for court hearings for placement of the students into the program.

2.4. The COUNTY will provide quarterly reports to the LISD and the CITY regarding progress of the program, expenditures, and a census of students enrolled and dismissed during the quarter.

2.5. As subdivisions of the State of Texas, CITY, COUNTY, AND LISD are exempt under the Internal Revenue Code Section 170 (b)(A)(iii).

2.6. Positions to be funded by this Agreement, with the funds being deposited and dispersed by the COUNTY, include a Supervisor, a Assistant Supervisor, and seven Juvenile Supervision Officers.

2.61 The Supervisor will report to the Director of the Lubbock County Juvenile Justice Center, and serve as the coordinator of the regimented close order drill and exercise portion of the program. The Supervisor will perform duties including, but not limited to the following:

1. Assure that all participants have had physical examinations, and have been cleared by a physician for participation in the program;

2. Assure exercises and regimented drill activities are appropriate for age and maturity level of participants;

3. Serve as the liaison among CITY, COUNTY, and LISD, on matters related to the STAR Program;

4. Supervise and evaluate performance of Juvenile Supervision Officer;

5. Provide to assigned probation officer progress reports on program participants;

6. Maintain data necessary for evaluative purposes;

7. Provide quarterly reports that include: number of juveniles enrolled in STAR III and IV Programs; number and type of criminal offenses committed by each juvenile prior to enrollment in STAR III and IV Program; criminal offenses committed by juveniles during STAR III and IV Programs participation; number and type of any criminal offense committed by a juvenile six months after completing the STAR Program.

8. Perform other duties as they are assigned by the Director of the Lubbock County Juvenile Justice Center.

2.62 The Assistant Supervisor and Juvenile Supervision Officer will perform duties including, but not limited to the following:

1. Assure exercises and regimented drill activities are appropriate for age and maturity level of participants;

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2. Provide to assigned probation officer, progress reports on program participants;

3. Maintain data necessary for evaluative purposes;

4. Complete attendance reports on all individuals assigned to program;

5. Develop standards of behavior expected of the program participants;

6. Perform other duties as they are assigned by the Supervisor.

III.
METHODOLOGY

A child's placement into the program occurs as a condition of probation, or upon a referral from LISD, Justice of the Peace Court, and/or the Municipal Court.

3.1 Condition of probation. The court may require participation in the STAR Program as a condition of probation.

3.11 Referral from LISD. Referrals will be made to the STAR Program by principals, or their designees, from Junior High and High Schools in LISD, and Project Intercept Unit II. With the approval of the Supervisor, a student will be eligible for the STAR Program if the child demonstrates adverse behavior in school, and school officials deem it in the best interest of the child to participate in the program.

3.12 Referrals from Justice of the Peace and Municipal Courts. Referrals may be made to the STAR Program by Justice of the Peace and Municipal Court Judges. Those juvenile offenders who have been found to have committed Class C misdemeanors, as specified in the Texas Penal Code, may be eligible for participation in the STAR Program as part of a disposition imposed by the court.

3.2 Physical examination. Prior to starting the STAR Program, students must have a physical examination, at the student's expense, to determine the physical fitness of the student. The physical examination must be performed by a licensed physician. In addition, female students must undergo a pregnancy examination prior to participation in the STAR Program. Those testing positive will not be considered for admittance to STAR.

3.3 Each participant in the STAR Program will be required to report to school at a time designated by the Supervisor. The parents of children placed in the program as a condition of probation will be ordered by the court to transport the child to and from the STAR Program. Children placed in to the program by LISD will be transported to and from the program by their parents.

3.31 During weekdays, the student will participate in the close order drill and exercise portion of STAR Program which occurs at Lubbock County Juvenile Justice Center located at 2025 N. Akron, Lubbock, Texas 79415 before and after school. Students from LISD enrolled in STAR IV, who are court ordered to participate, will receive their class room instruction at LCJJC.

3.32 On non-school days (Saturdays, Sundays, and possibly some holidays) children may perform community service work as designated, or instructed by the Supervisor.

3.4 Once the court ordered participant has completed the STAR Program, the Supervisor and assigned probation officer will meet with the child and his/her parents to determine a supervision plan for the remainder of the period of probation. LISD and COUNTY representatives will continue to work with the child to assist the child in maintaining the self-discipline and appropriate behaviors learned during the twelve week aftercare program.

3.5 LISD and COUNTY both acknowledge and understand providing services to juveniles involved in criminal justice proceedings subjects the personal and professional conduct of employees of both entities to a higher level of scrutiny than it would otherwise in a private setting. Both LISD and COUNTY understand that any personal or professional conduct of employees of either party that reflects poorly on the credibility or professional opinion of any employee of LISD and/or COUNTY may be required to be disclosed to the Court handling the juvenile's case and/or attorneys or prosecutors involved in legal proceedings.

Parents will be encouraged to participate in the programming provided by COUNTY and/or LISD which includes classes on parenting, communications, etc.

IV.
PROHIBITION TO CONTRACT WITH CERTAIN COMPANIES

CONTRACTOR must be in compliance with the provisions of §2252.152 and §2252.153 of the Texas Government Code, which states in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with any company listed on the Comptroller of the State of Texas website identified under Section 806.051 or Section 2253.253, which do business with Iran, Sudan or any Foreign Terrorist Organization. By entering into this Agreement, CONTRACTOR verifies to COUNTY that it is not on any such list.

V.
ISRAEL STATEMENT

Consistent with Texas Government Code § 2271.002 (effective September 1, 2019) CONTRACTOR verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by § 808.001 of the Texas Government Code. Section 2271.002 of the Government Code only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000or more that is to be paid wholly or partly from public funds of the governmental entity. The term "company" is definedby §§ 808.001 and 2271.001 of the Texas Government Code.

VI.
TERMINATION

4.1 This Agreement may be terminated by mutual agreement of LISD, CITY, AND COUNTY, at

any time upon the giving of a thirty (30) day written notice of intent to terminate. Mutual agreement is defined as parties consenting in writing to the unconditional dissolution of the Inter-Local Agreement. All notices shall be in writing and sent by registered or certified mail addressed as follows:

TO LISD:	Superintendent LUBBOCK INDEPENDENT SCHOOL DISTRICT 1628 19th Street Lubbock, Texas 79401
TO CITY:	City Manager CITY OF LUBBOCK 1625 13th Street Lubbock, Texas 79401
TO COUNTY:	County Judge LUBBOCK COUNTY COURTHOUSE P.O. Box 10536 Lubbock, Texas 79408

V.
VENUE

5.1 Venue will be in Lubbock, Lubbock County, Texas.

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LUBBOCK INDEPENDENT SCHOOL DISTRICT

DocuSigned by:
By: Dr. Kathy Rollo
D7E0DE0A4AE947C...
Dr. Kathy Rollo, Superintendent

Date: 8/8/2022

CITY OF LUBBOCK

By: _____
Tray Payne, Mayor

Date: _____

LUBBOCK COUNTY

By: _____
Curtis Parrish, County Judge

Date: _____

LUBBOCK COUNTY JUVENILE BOARD

By: _____
Leslie Hatch, Juvenile Board Chairman, County Judge

Date: _____

City of Lubbock
ATTEST:

_____
Becky Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Hon. Jorge Hernandez,
Lubbock Municipal Judge

APPROVED AS TO FORM

_____
John C. Grace
Assistant City Attorney

Approved as to form:

_____
Civil Division,
Lubbock County District Attorney's Office

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute Contract 16700, with Bill Williams Tire, for the purchase of tires and tire repair service, for City of Lubbock vehicles and equipment.

Item Summary

In response to ITB 22-16700-SB, for tire purchase and service for City vehicles and equipment, six (6) bids were received. The bidders were:

- Bill Williams Tire
- McWhorters Tire
- Southern Tire Mart
- Williams Brake Tune and Tire
- Forrest Tire
- American Cash Cars

After a review of all the bid submittals, this contract was awarded to Bill Williams Tire of Lubbock, Texas, the lowest bidder who could provide these goods and services, as required, and at the best value for the City of Lubbock. The Bid Tab Sheet is attached.

Vendor	Annual Amount
Bill Williams Tire	$918,695.00

All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract. The contractor must maintain the insurance coverage required during the term of this contract, including any extensions. It is the responsibility of the contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract, or the contract may be terminated for non-compliance.

Fiscal Impact

This contract is estimated to be $918,695 per year, with the option of two 1-year renewals. Funds will be appropriated from the vehicle maintenance accounts of various City departments for this purpose.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Dominic Esperat, Director of Fleet Operations

Attachments

Resolution
Contract
Bid Tab Sheet
Project Summary

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Service Contract No. 16700 for tire purchase and service for city vehicles and equipment as per ITB 22-16700-SB, by and between the City of Lubbock and Bill Williams Tire of Lubbock, TX and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Brooke Witcher
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure
Kelli Leisure, Assistant City Attorney

ccdocs/RES.ServiceContract 16700- Tire Purchase and Service for City Vehicles and Equipment
09.13.22

City of Lubbock
Contract for
Tire Purchase and Service for City Vehicles and Equipment

THIS CONTRACT made and entered into this ___ day of _____, **2022**, by and between the City of Lubbock ("City"), and **Bill Williams Tire**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for **Tire Purchase and Service for City Vehicles and Equipment** and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said **Tire Purchase and Service for City Vehicles and Equipment.**

NOW, THEREFORE, in consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will serve the City for **Tire Purchase and Service for City Vehicles and Equipment** and more specifically referred to in Exhibit A on the bid submitted by the Contractor or in the specifications attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.

3. The contract shall be for a term of one (1) year, with the option of two (2), one year extensions, said date of term beginning upon formal approval. This Contract will renew automatically for the additional terms, unless either Party gives 90-day written notice to terminate the Contract.

4. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.

5. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.

6. A) Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index (CPI) or Product Price Index (PPI) as appropriate.
   B) Further, if the Contractor can provide documentation for actual charges for material, labor, etc. that demonstrates that the change in CPI or PPI is not sufficient, the Contractor shall provide such documentation to the City, and at the City's sole discretion, the contractual rate may be

further adjusted. If agreement regarding a new rate cannot be reached, the City shall terminate at the end of the current contract period.

C) If an adjustment to pricing is granted under this section, the Contractor must provide the Director of Purchasing and Contract Management written, quarterly documentation to justify the ongoing adjustment. If no such documentation is timely received, the rate will automatically revert to the initial, awarded rate.

7. This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

8. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

9. Insurance Requirements

A) Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.

B) The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

C) Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

Commercial General Liability Requirements: $1M occurrence / $2M aggregate (can be combined with an
Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations.
Automobile Liability Requirements: $1M/occurrence is needed
Workers Compensation and Employer Liability Requirements: Statutory. If the vendor is an independent
contractor with no employees and are exempt from providing Workers' Compensation coverage, they must sign a waiver (obtained from COL Purchasing) and include a copy of their driver's license.

Special Insurances
Garage Liability Requirements: No less than $2,000,000 combined single limit.

* The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies

except professional liabilities and workers' comp.
* Waivers of Subrogation are required for CGL, AL, and WC.
* To Include Products of Completed Operations endorsement.
* Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment.
* Carriers must meet an A.M. Best rating of A- or better.
* Subcontractors must carry same limits as listed above.

IMPORTANT: POLICY ENDORSEMENTS

The Contractor will provide copies of the policies without expense, to the City and **all endorsements** thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof. Any costs will be paid by the Contractor.

REQUIRED PROVISIONS

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;

b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;

c. Provide for notice to the City at the address shown below by registered mail;

d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

NOTICES

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to the City at the following address:

Marta Alvarez, Director of Purchasing & Contract Management
City of Lubbock
1314 Avenue K, 9th Floor
Lubbock, Texas 79401

D) Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

10. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

11. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

12. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

13. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.

14. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.

15. Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

16. The Contractor (i) does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

17. **The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.**

    To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contact as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

18. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

19. By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

    If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

    Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

    If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

20. The Contractor shall retain all information received from or concerning the City and the City's business in strictest confidence and shall not reveal such information to third parties without prior written consent of the City, unless otherwise required by law.

21. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

22. This Contract consists of the following documents set forth herein; Invitation to Bid No. 22-16700-SB, Specifications, and the Bid Form.

-----INTENTIONALLY LEFT BLANK-----

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

_____
Tray Payne, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Dominic R. Esperat
Dominic Esperat, Director of Fleet Operations

APPROVED AS TO FORM:

Kelli Leisure
Kelli Leisure, Assistant City Attorney

CONTRACTOR

BY Chad Villarreal
Authorized Representative

CHAD VILLARREAL
Print Name

120 SE. LOOP 289
Address

Lubbock, Tx 79404
City, State, Zip Code

City of Lubbock
ITB 22-16700-SB
Tire Purchase and Service for City Vehicles and Equipment
BID FORM

				Location Total	Bill Williams Tire Lubbock, TX $918,695.00		
#	Items	Quantity (+/-)	UOM		Tire Brand	Unit Price	Total Cost
Group 1 Passenger Tires							
#1-1	P155/80R13 A/S	4	EA		Firestone	50.00	200.00
#1-2	P195/75R14 A/S	5	EA		Firestone	50.00	250.00
#1-3	P205/75R15 A/S	14	EA		Firestone	60.00	840.00
#1-4	P205/65R15 A/S	8	EA		Firestone	60.00	480.00
#1-5	P205/70HR15 A/S PURSUIT TIRE	12	EA		Firestone	65.00	780.00
#1-6	P215/70HR15 A/S PURSUIT TIRE	30	EA		Firestone	65.00	1,950.00
#1-7	P215/75R15 A/S	7	EA		Firestone	70.00	490.00
#1-8	P215/65R15 A/S	13	EA		Firestone	70.00	910.00
#1-9	P215/60R16 A/S	6	EA		Firestone	70.00	420.00
#1-10	P225/60R16 A/S PURSUIT TIRE	80	EA		Firestone	90.00	7,200.00
#1-11	P235/70R16 A/S PURSUIT TIRE	25	EA		Firestone	90.00	2,250.00
#1-12	P235/75R16 A/T	4	EA		Firestone	116.00	464.00
#1-13	P235/75R16 A/S	65	EA		Firestone	111.00	7,215.00
#1-14	P255/70R16 A/S	4	EA		Firestone	117.00	468.00
#1-15	P235/55R17 A/S PURSUIT TIRE	250	EA		Firestone	112.00	28,000.00
#1-16	P245/65R17 A/S	10	EA		Firestone	94.00	940.00
#1-17	P265/60R17 A/S PURSUIT TIRE	500	EA		Firestone	128.00	64,000.00
#1-18	265/70R17 A/S	21	EA		Firestone	127.00	2,667.00
#1-19	265/70R17 H/T	28	EA		Firestone	127.00	3,556.00
#1-20	265/65R17 A/S	12	EA		Firestone	105.00	1,260.00
#1-21	265/60R18 A/S	8	EA		Firestone	112.00	896.00
#1-22	215/65R17 A/S	4	EA		Firestone	67.00	268.00
#1-23	235/75R17 A/S	24	EA		Firestone	110.00	2,640.00
#1-24	235/75R17 H/T	16	EA		Firestone	110.00	1,760.00
#1-25	255/70R17 A/S	8	EA		Firestone	120.00	960.00
#1-26	265/70R16 A/S	24	EA		Bridgestone	122.00	2,928.00
#1-27	235/50R18 A/S Pursuit	32	EA		Firestone	145.00	4,640.00
#1-28	215/70R16 A/S	12	EA		Firestone	82.00	984.00
#1-29	235/70R16 A/S	8	EA		Firestone	101.00	808.00
#1-30	245/55R18 A/S Pursuit	32	EA		Firestone	147.00	4,704.00
#1-31	255/60R18 A/S Pursuit	100	EA		Firestone	147.00	14,700.00
Group 1 Passenger - Additional Services							
#2-1	In shop - flat repair. Price to be on a Per tire basis and to include all ancillary costs associated with normal repair.	1	EA		BWTC	18.00	18.00
#2-2	Road side flat repair. Price to be on a Per tire basis and to include all ancillary costs associated with "Road side repair".	1	EA		BWTC	40.00	40.00
#2-3	Front End Alignment	1	EA		BWTC	65.00	65.00
#2-4	Roadside repairs for vehicles traveling outside of City of Lubbock city limits, cost per mile	1	EA		BWTC	2.00	2.00
#2-5	After hours Service call. Price to be on a per unit basis for complete call.	1	EA		BWTC	95.00	95.00
#2-6	Mounting of Tire Supplied by City of Lubbock	1	EA		BWTC	20.00	20.00
#2-7	Balancing of Tire Supplied by City of Lubbock	1	EA		BWTC	20.00	20.00
Group 2 Light Truck Tires							
#3-1	LT225/70R19.5 A/T	24	EA		No Bid	No Bid	No Bid
#3-2	LT225/70R19.5 H/T	32	EA		No Bid	No Bid	No Bid
#3-3	LT235/80R17 A/T	16	EA		Firestone	139.00	2,224.00
#3-4	LT235/80R17 H/T	12	EA		Firestone	125.00	1,500.00
#3-5	LT245/70R19.5 A/T	28	EA		Cooper	275.00	7,700.00
#3-6	LT245/70R19.5 H/T	36	EA		Cooper	250.00	9,000.00
#3-7	LT295/75R22.5 A/T	16	EA		Cooper	250.00	4,000.00
#3-8	LT295/75R22.5 H/T	24	EA		Cooper	250.00	6,000.00
#3-9	LT235/75R17.5 A/T	32	EA		Cooper	195.00	6,240.00
#3-10	LT235/75R17.5 H/T	8	EA		Cooper	250.00	2,000.00
#3-11	LT215/75R15 A/T	4	EA		Firestone	70.00	280.00
#3-12	LT235/75R15 H/T	3	EA		Firestone	105.00	315.00
#3-13	LT235/75R15 A/T	16	EA		Firestone	110.00	1,760.00
#3-14	LT215/85R16 H/T	27	EA		Firestone	97.00	2,619.00
#3-15	LT215/85R16 A/T	19	EA		Firestone	135.00	2,565.00
#3-16	LT225/75R16 H/T	21	EA		Firestone	121.00	2,541.00
#3-17	LT225/75R16 A/T	25	EA		Firestone	118.00	2,950.00
#3-18	LT235/70R16 A/T	4	EA		Firestone	100.00	400.00
#3-19	LT235/85R16 H/T	14	EA		Firestone	104.00	1,456.00
#3-20	LT235/85R16 A/T	22	EA		Firestone	128.00	2,816.00
#3-21	LT235/85R16 M/T	20	EA		Firestone	149.00	2,980.00
#3-22	LT245/75R16 H/T	66	EA		Firestone	106.00	6,996.00

City of Lubbock
ITB 22-16700-SB
Tire Purchase and Service for City Vehicles and Equipment
BID FORM

#3-23	LT245/75R16 A/T			117	EA	Firestone	122.00	14,274.00
#3-24	LT245/75R16 M/T			10	EA	Firestone	141.00	1,410.00
#3-25	LT255/70R16 A/T			4	EA	Firestone	134.00	536.00
#3-26	LT245/70R17 A/T			4	EA	Firestone	134.00	536.00
#3-27	LT265/75R16 H/T			6	EA	Firestone	118.00	708.00
#3-28	LT265/75R16 A/T			35	EA	Firestone	137.00	4,795.00
#3-29	LT245/70R17 H/T			33	EA	Firestone	121.00	3,993.00
#3-30	LT245/70R17 A/T			20	EA	Firestone	134.00	2,680.00
#3-31	LT275/65R18 A/T			4	EA	Firestone	170.00	680.00
#3-32	LT265/70R17 H/T			24	EA	Firestone	136.00	3,264.00
#3-33	LT265/70R17 A/T			30	EA	Firestone	134.00	4,020.00
#3-34	LT275/70R18 H/T			13	EA	Firestone	152.00	1,976.00
#3-35	LT265/65R18 A/T			4	EA	Firestone	158.00	632.00
#3-36	LT225/75R15 A/T			4	EA	No Bid	No Bid	No Bid
#3-37	LT245/75R17 H/T			24	EA	Firestone	138.00	3,312.00
#3-38	LT245/75R17 A/T			40	EA	Firestone	140.00	5,600.00
#3-39	LT245/75R17 M/T			32	EA	Firestone	156.00	4,992.00
Group 2 Light Truck Tires - Additional Services								
#4-1	In shop -flat repair. Price to be on a Per tire basis and to include all ancillary costs associated with normal repair.			1	EA	BWTC	18.00	18.00
#4-2	Road side flat repair. Price to be on a Per tire basis and to include all ancillary costs associated with "Road side repair".			1	EA	BWTC	40.00	40.00
#4-3	Front End Alignment			1	EA	BWTC	65.00	65.00
#4-4	Roadside repairs for vehicles traveling outside of City of Lubbock city limits, cost per mile			1	EA	BWTC	2.00	2.00
#4-5	After hours Service call. Price to be on a per unit basis for complete call.			1	EA	BWTC	95.00	95.00
#4-6	Mounting of Tire Supplied by City of Lubbock			1	EA	BWTC	20.00	20.00
#4-7	Balancing of Tire Supplied by City of Lubbock			1	EA	BWTC	20.00	20.00
Group 3 Heavy Truck Tires								
#5-1	215/75R17.5	H/T	16 PLY	32	EA	Cooper	200.00	6,400.00
#5-2	225/70R19.5	H/T	12 PLY	20	EA	Cooper	220.00	4,400.00
#5-3	225/70R19.5	A/T	12 PLY	39	EA	Cooper	230.00	8,970.00
#5-4	10.00/20	HWY	14 PLY	4	EA	No Bid	No Bid	No Bid
#5-5	10.00/20	M/S	14 PLY	4	EA	No Bid	No Bid	No Bid
#5-6	24R21 Specialized Fire Truck - Michelin Tire Only			2	EA	Michelin	3,842.00	7,684.00
#5-7	10.00R22.5	HWY	16 PLY	4	EA	Cooper	350.00	1,400.00
#5-8	10.00R22.5	M/S	16 PLY	3	EA	Cooper	350.00	1,050.00
#5-9	11.00R22.5	HWY	16 PLY	77	EA	Cooper	345.00	26,565.00
#5-10	11.00R22.5	M/S	16 PLY	320	EA	Cooper	345.00	110,400.00
#5-11	11.00R22.5	F/T	16 PLY	40	EA	Cooper	345.00	13,800.00
#5-12	11.00R22.5	M/S	16 PLY	48	EA	Cooper	345.00	16,560.00
#5-13	12.00R22.5	HWY	16 PLY	37	EA	Cooper	390.00	14,430.00
#5-14	12.00R22.5	M/S	16 PLY	80	EA	Cooper	495.00	39,600.00
#5-15	255/70R22.5	HWY	16 PLY	4	EA	Cooper	200.00	800.00
#5-16	315/80R22.5	M/S	20 PLY	62	EA	Cooper	571.00	35,402.00
#5-17	315/80R22.5	FT	20 PLY	28	EA	Cooper	571.00	15,988.00
#5-18	315/80R22.5	M/S	20 PLY	12	EA	Cooper	571.00	6,852.00
#5-19	385/65R22.5	HWY	18 PLY	16	EA	Cooper	630.00	10,080.00
#5-20	425/65R22.5	HWY	20 PLY	36	EA	Cooper	695.00	25,020.00
#5-21	11.00R24.5	HWY	16 PLY	18	EA	Cooper	345.00	6,210.00
#5-22	295/75R22.5	HWY	16 PLY	32	EA	Cooper	250.00	8,000.00
#5-23	Balancing of Tire Supplied by City of Lubbock			1	EA	BWTC	35.00	35.00
#5-24	315/80R22.5	HWY	18 PLY	76	EA	Cooper	571.00	43,396.00
Group 3 Heavy Truck Tires - Additional Services								
#6-1	In shop - flat repair. Price to be on a per tire basis and to include all ancillary costs associated with normal repair.			1	EA	BWTC	40.00	40.00
#6-2	Road side flat repair. Price to be on a Per tire basis and to include all ancillary costs associated with "Road side repair"			1	EA	BWTC	60.00	60.00
#6-3	Front End Alignment			1	EA	BWTC	100.00	100.00
#6-4	Roadside repairs for vehicles traveling outside of City of Lubbock city limits, cost per mile			1	EA	BWTC	2.00	2.00
#6-5	After hours Service call. Price to be on a per unit basis for complete call.			1	EA	BWTC	95.00	95.00
#6-6	Mounting of Tire Supplied by City of Lubbock			1	EA	BWTC	45.00	45.00
Group 4 Trailer Tires								
#7-1	7.00 - 15 LT	HWY	10 PLY	8	EA	Power King	105.00	840.00
#7-2	7.50 – 15 LT	HWY	10 PLY	2	EA	Power King	105.00	210.00
#7-3	ST225/75R15	HWY	10 PLY	4	EA	Summit	85.00	340.00
#7-4	7.00 – 16LT	HWY	10 PLY	4	EA	No Bid	No Bid	No Bid
#7-5	7.50 – 16 LT	HWY	10 PLY	19	EA	Super Cargo	115.00	2,185.00
#7-6	ST215/75R14	HWY	10 PLY	4	EA	Summit	65.00	260.00
#7-7	ST235/80R16	HWY	10 PLY	12	EA	Summit	120.00	1,440.00

City of Lubbock
ITB 22-16700-SB
Tire Purchase and Service for City Vehicles and Equipment
BID FORM

#7-8	4.80 – 8	HWY	10 PLY	4	EA	Deestone	15.00	60.00
#7-9	ST185/70R13	HWY	10 PLY	6	EA	No Bid	No Bid	No Bid
#7-10	480-12	HWY	10 PLY	8	EA	Deestone	35.00	280.00
#7-11	ST225/90R16	HWY	10 PLY	4	EA	Summit	200.00	800.00
#7-12	ST235/75R17.5	HWY	10 PLY	8	EA	Cooper	195.00	1,560.00
#7-13	ST205/90D15E	HWY	10 PLY	4	EA	Power King	105.00	420.00
#7-14	ST205/75R14	HWY	10 PLY	6	EA	Summit	85.00	510.00
#7-15	ST205/75R15	HWY	10 PLY	8	EA	Summit	85.00	680.00

Group 4 Trailer Tires - Additional Services

#8-1	In shop - flat repair. Price to be on a per tire basis and to include all ancillary costs associated with normal repair.	1	EA	BWTC	18.00	18.00
#8-2	Road side flat repair. Price to be on a Per tire basis and to include all ancillary costs associated with "Road side repair".	1	EA	BWTC	40.00	40.00
#8-3	Roadside repairs for vehicles traveling outside of City of Lubbock city limits, cost per mile	1	EA	BWTC	2.00	2.00
#8-4	After hours Service call. Price to be on a per unit basis for complete call.	1	EA	BWTC	95.00	95.00
#8-5	Mounting of Tire Supplied by City of Lubbock	1	EA	BWTC	20.00	20.00
#8-6	Balancing of Tire Supplied by City of Lubbock	1	EA	BWTC	20.00	20.00

Group 5 Mower Turf Tires

#9-1	4.10 / 3.50 – 4	Saw Tooth	4	EA	Deestone	10.00	40.00
#9-2	45 – 6.00 – 6	Turf Saver	4	EA	No Bid	No Bid	No Bid
#9-3	5.70 – 8	Saw Tooth	4	EA	Deestone	35.00	140.00
#9-4	20 – 10.00 – 8	Turf Saver	4	EA	Deestone	45.00	180.00
#9-5	22.5 – 10.00 – 8	Turf Saver	2	EA	Deestone	95.00	190.00
#9-6	25 –13.00 – 9	Turf Saver	2	EA	Carlisle	135.00	270.00
#9-7	6.50 – 10	Turf Saver	4	EA	No Bid	No Bid	No Bid
#9-8	23 – 8.50 – 12	Turf Saver	4	EA	Deestone	65.00	260.00
#9-9	23 – 10.50 – 12	Turf Saver	3	EA	Deestone	70.00	210.00
#9-10	23 – 10.50 – 12	Turf Saver	3	EA	Deestone	70.00	210.00
#9-11	24 – 12.00 – 12	Turf Saver	4	EA	Deestone	87.00	348.00
#9-12	26 – 12.00 – 12	Turf Saver	4	EA	Deestone	145.00	580.00
#9-13	25 –12.00 – 12	R1 Tractor	4	EA	Deestone	138.00	552.00
#9-14	25 – 10.00 –12	Turf Saver	4	EA	Deestone	125.00	500.00
#9-15	25X10R12	8 PLY RTV	12	EA	Deestone	155.00	1,860.00
#9-16	13/650 – 6	Turf Saver	4	EA	Deestone	25.00	100.00
#9-17	11/400 – 5	Turf Saver	4	EA	Deestone	15.00	60.00

Group 5 Mower Turf Tires - Additional Services

#10-1	In shop flat repair. Price to be on a Per tire basis and to include all ancillary costs associated with normal repair.	1	EA	BWTC	25.00	25.00
#10-2	Road side flat repair. Price to be on a Per tire basis and to include all ancillary costs associated with "Road side repair".	1	EA	BWTC	40.00	40.00
#10-3	Roadside repairs for vehicles traveling outside of City of Lubbock city limits, cost per mile	1	EA	BWTC	2.00	2.00
#10-4	After hours Service call. Price to be on a per unit basis for complete call.	1	EA	BWTC	95.00	95.00
#10-5	Mounting of Tire Supplied by City of Lubbock	1	EA	BWTC	20.00	20.00

Group 6 Industrial Tires

#11-1	31/15.5 – 15	Lug	10 PLY	4	EA	Deestone	335.00	1,340.00
#11-2	7.00/12	Lug	14 PLY	4	EA	Deestone	160.00	640.00
#11-3	12/16.5	HWY	12 PLY	4	EA	Deestone	220.00	880.00
#11-4	10/16.5	LUG	10 PLY	4	EA	Deestone	170.00	680.00
#11-5	10.00/16.5	L-2	8 PLY	4	EA	Deestone	170.00	680.00
#11-6	28-9-15		10 PLY	4	EA	Deestone	155.00	620.00
#11-7	650-10		10 PLY	4	EA	Deestone	120.00	480.00

Group 6 Industrial Tires - Additional Services

#12-1	In shop flat repair. Price to be on a Per tire basis and to include all ancillary costs associated with normal repair.	1	EA	BWTC	40.00	40.00
#12-2	Road side flat repair. Price to be on a Per tire basis and to include all ancillary costs associated with "Road side repair".	1	EA	BWTC	60.00	60.00
#12-3	Roadside repairs for vehicles traveling outside of City of Lubbock city limits, cost per mile	1	EA	BWTC	2.00	2.00
#12-4	Mounting of Tire Supplied by City of Lubbock	1	EA	BWTC	45.00	45.00

Group 7 Construction, Earth Moving Tires

#13-1	9.5L – 15SL	Contractor	4	EA	Harvest King	480.00	1,920.00
#13-2	11L – 15	Contractor	9	EA	Harvest King	135.00	1,215.00
#13-3	9.50 – 16.5	Contractor	2	EA	Deestone	155.00	310.00
#13-4	11L – 16	Contractor	24	EA	Deestone	175.00	4,200.00
#13-5	13.00 / 24	Grader G-2	9	EA	Titan	395.00	3,555.00

#13-6	14.00 / 24	Grader G-2	20	EA	Titan	675.00	13,500.00
#13-7	17.5 / 25	Loader	8	EA	Titan	795.00	6,360.00
#13-8	20.5 / 25	Loader	6	EA	Titan	1,300.00	7,800.00
#13-9	23.5 / 25	Loader	4	EA	Titan	1,900.00	7,600.00
#13-10	20.5R25	Loader	16	EA	Michelin	2,100.00	33,600.00
#13-11	33.25R29	Grader	4	EA	Michelin	12,010.00	48,040.00
#13-12	11R24.5	Loader	16	EA	No Bid	No Bid	No Bid
#13-13	17.5L-24	Loader	4	EA	Titan	650.00	2,600.00
#13-14	14.00R24	Loader	8	EA	Michelin	1,560.00	12,480.00
#13-15	29.5R25	Loader	5	EA	Titan	5,200.00	26,000.00
#13-16	23.5R25	Loader	6	EA	Titan	2,800.00	16,800.00

Group 7 Construction, Earth Moving Tires - Additional Services

#14-1	In shop flat repair. Price to be on a Per tire basis and to include all ancillary costs associated with normal repair.	1	EA	BWTC	0.00	0.00
#14-2	Road side flat repair. Price to be on a Per tire basis and to include all ancillary costs associated with "Road side repair".	1	EA	BWTC	0.00	0.00
#14-3	Roadside repairs for vehicles traveling outside of City of Lubbock city limits, cost per mile	1	EA	BWTC	2.00	2.00
#14-4	Mounting of Tire Supplied by City of Lubbock	1	EA	BWTC	0.00	0.00

Group 8 Farm Implement Tires

#15-1	14.9 / 24	Sprinkler 6 PLY	24	EA	Harvest King	455.00	10,920.00
#15-2	16.9 / 24	Tractor 8 PLY	6	EA	Deestone	650.00	3,900.00
#15-3	17.5 / 24	Tractor 8 PLY	3	EA	Titan	675.00	2,025.00
#15-4	18.4 /R26	Tractor 8 PLY	4	EA	Deestone	850.00	3,400.00
#15-5	16.9 / 28	Tractor 10 PLY	3	EA	Deestone	685.00	2,055.00
#15-6	11.2 / 38	Tractor 4 PLY	4	EA	Harvest King	400.00	1,600.00
#15-7	18.4R38	Tractor 4 PLY	4	EA	Titan	1,000.00	4,000.00

Group 8 Farm Implement Tires - Additional Services

#16-1	In shop flat repair. Price to be on a Per tire basis and to include all ancillary costs associated with normal repair.	1	EA	BWTC	100.00	100.00
#16-2	Road side flat repair. Price to be on a Per tire basis and to include all ancillary costs associated with "Road side repair".	1	EA	BWTC	125.00	125.00
#16-3	Roadside repairs for vehicles traveling outside of City of Lubbock city limits, cost per mile	1	EA	BWTC	2.00	2.00
#16-4	Mounting of Tire Supplied by City of Lubbock	1	EA	BWTC	150.00	150.00
#16-5	Liquid Filled or Wet Tire – Flats, and Mounting	1	EA	BWTC	150.00	150.00

Group 9 Tire Disposal

#17-1	Light to Medium Duty Tires	1	EA	BWTC	10.00	10.00
#17-2	Heavy Duty	1	EA	BWTC	15.00	15.00
#17-3	Off Road	1	EA	BWTC	50.00	50.00

Bill Williams Tire

ORIGINAL

City of Lubbock, TX
Purchasing and Contract Management
Bid Submission Information

In compliance with the **Invitation to Bid**, the undersigned Bidder having examined the Invitation to Bid, instructions to bidders, General Conditions of the Agreement, Specifications, and being familiar with the conditions to be met, hereby submits the following bid for furnishing the material, equipment, labor and everything necessary for providing the items listed and agrees to deliver said items at the locations and for the prices set forth on the bid form and/or the bid table associated with this bid.

A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid is by reference incorporated in this contract.

Where applicable, prices are quoted as: **F.O.B. Destination, Freight Pre-Paid and Allowed**
Where applicable, delivery days are: **Days After Receipt of Order (ARO)**

Unless otherwise specified herein, the City may award the bid either item-by–item or on an all-or-none basis for any item or group of items shown on the bid.

The City of Lubbock is seeking a contract for with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of N/A %, net N/A calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVORED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favored customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES ☑ NO ☐

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

Addenda

Bidder acknowledges receipt of addenda issued in regard to this solicitation:

Addenda No. 1 Date 7-27-2022 (ow)
Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____

Insurance Requirements

I, the undersigned Bidder certify that the insurance requirements contained in this bid document have been reviewed by me and my Insurance Agent/Broker. If I am awarded this contract by the City of Lubbock, I will be able to, within ten (10) business days after being notified of such award by the City of Lubbock, furnish a valid insurance certificate to the City meeting all of the requirements defined in this bid.

If the time requirement specified above is not met, the City has the right to reject this proposal and award the contract to another contractor. If you have any questions concerning these requirements, please contact the Director of Purchasing & Contract Management for the City of Lubbock at (806) 775-2572.

Suspension and Debarment Certification

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of $25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.
Before an award of $25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.
I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.

TEXAS GOVERNMENT CODE SECTION 2252.152

The undersigned representative of the undersigned company or business, being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas, which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Lubbock Purchasing and Contract Department.

TEXAS GOVERNMENT CODE SECTION 2271.002

Company hereby certifies the following:
1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

The following definitions apply to this state statute:
(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
(2) "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

Vendor Acknowledgment

In compliance with this solicitation, the undersigned bidder having examined the invitation to bid, instructions to bidders, documents associated with the invitation to bid, and being familiar with the conditions to be met, has reviewed the information regarding:

- **Insurance Requirements**
- **Suspension and Debarment Certification**
- **Texas Government Code Section 2252.152**
- **Texas Government Code Section 2271.002**

An individual authorized to bind the company must sign the following section. Failure to execute this portion may result in bid rejection.

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Submission Information

THIS BID IS SUBMITTED BY Bill Williams Tire

a corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as _____ of the City of _____

Tax ID No.: 75-0156180

Address: 120 SE Loop 289

City: Lubbock State: Tx Zip: 79404

M/WBE Firm:		Woman		Black American		Native American
		Hispanic American		Asian Pacific American		Other (Specify)

Please complete the information below.

By Chad Villareal Date: 7-22-2022

Authorized Representative - must sign by hand

Officer Name and Title: Chad Villarreal General Manager

Business Telephone Number 806-748-0083 FAX: _____

E-mail Address: chadv@billwilliamstire.com

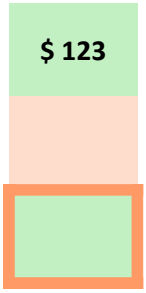
ITB 21-16700-SB Tires for Fleet (BT-09

Legend

The green cells with bolded numbers indicate that this bid was the lowest price.

The orange cells indicate that this item from that vendor was selected.

The green cells with orange outline indicate that this item from that vendor was selected, and has the lowest price.


$ 123

							American cash cars			Bill Williams Tire		
						Total Cost	$ 628,468.0			$ 918,695.0		
						Selected #	0			0		
						Selected ($)	$ 0			$ 0		
#	Locked	Items	Selected	Lowest	Quantity (+/-)	UOM	Tire Brand	Unit Price	Total Cost	Tire Brand	Unit Price	Total Cost
1	Group 1 Passenger Tires (31)											
#1-1	FALSE	P155/80R1	$ 0	$ 200	4	EA	No Bid	No Bid	No Bid	Firestone	$ 50	**$ 200**
#1-2	FALSE	P195/75R1	$ 0	$ 250	5	EA	deestone	$ 105	$ 525	Firestone	$ 50	**$ 250**
#1-3	FALSE	P205/75R1	$ 0	$ 840	14	EA	vercelli	$ 105	$ 1,470.0	Firestone	$ 60	**$ 840**
#1-4	FALSE	P205/65R1	$ 0	$ 480	8	EA	americus	$ 100	$ 800	Firestone	$ 60	**$ 480**
#1-5	FALSE	P205/70HF	$ 0	$ 780	12	EA	landsil	$ 145	$ 1,740.0	Firestone	$ 65	**$ 780**
#1-6	FALSE	P215/70HF	$ 0	$ 1,950.0	30	EA	landsil	$ 155	$ 4,650.0	Firestone	$ 65	**$ 1,950.0**
#1-7	FALSE	P215/75R1	$ 0	$ 490	7	EA	toyo	$ 132	$ 924	Firestone	$ 70	**$ 490**
#1-8	FALSE	P215/65R1	$ 0	$ 910	13	EA	toyo	$ 132	$ 1,716.0	Firestone	$ 70	**$ 910**
#1-9	FALSE	P215/60R1	$ 0	$ 420	6	EA	toyo	$ 132	$ 792	Firestone	$ 70	**$ 420**
#1-10	FALSE	P225/60R1	$ 0	$ 7,200.0	80	EA	maxx	$ 150	$ 12,000.0	Firestone	$ 90	**$ 7,200.0**
#1-11	FALSE	P235/70R1	$ 0	$ 2,250.0	25	EA	maxx	$ 180	$ 4,500.0	Firestone	$ 90	**$ 2,250.0**
#1-12	FALSE	P235/75R1	$ 0	$ 464	4	EA	nexgen	$ 210	$ 840	Firestone	$ 116	**$ 464**
#1-13	FALSE	P235/75R1	$ 0	$ 7,215.0	65	EA	yokohama	$ 195	$ 12,675.0	Firestone	$ 111	**$ 7,215.0**
#1-14	FALSE	P255/70R1	$ 0	$ 468	4	EA	landsil	$ 213	$ 852	Firestone	$ 117	**$ 468**
#1-15	FALSE	P235/55R1	$ 0	$ 28,000.0	250	EA	firestone	$ 438	$ 109,500.0	Firestone	$ 112	**$ 28,000.0**
#1-16	FALSE	P245/65R1	$ 0	$ 940	10	EA	landsil	$ 177.5	$ 1,775.0	Firestone	$ 94	**$ 940**
#1-17	FALSE	P265/60R1	$ 0	$ 64,000.0	500	EA	firestone	$ 430.67	$ 215,335.0	Firestone	$ 128	**$ 64,000.0**
#1-18	FALSE	265/70R17	$ 0	$ 2,583.0	21	EA	landsil	$ 198	$ 4,158.0	Firestone	$ 127	$ 2,667.0
#1-19	FALSE	265/70R17	$ 0	$ 3,556.0	28	EA	landsil	$ 198	$ 5,544.0	Firestone	$ 127	**$ 3,556.0**
#1-20	FALSE	265/65R17	$ 0	$ 1,260.0	12	EA	landsil	$ 173.5	$ 2,082.0	Firestone	$ 105	**$ 1,260.0**
#1-21	FALSE	265/60R18	$ 0	$ 896	8	EA	landsil	$ 217.5	$ 1,740.0	Firestone	$ 112	**$ 896**
#1-22	FALSE	215/65R17	$ 0	$ 268	4	EA	americus	$ 157.5	$ 630.0	Firestone	$ 67	**$ 268**
#1-23	FALSE	235/75R17	$ 0	$ 2,640.0	24	EA	kenda	$ 253.5	$ 6,084.0	Firestone	$ 110	**$ 2,640.0**
#1-24	FALSE	235/75R17	$ 0	$ 1,760.0	16	EA	kenda	$ 254	$ 4,064.0	Firestone	$ 110	**$ 1,760.0**
#1-25	FALSE	255/70R17	$ 0	$ 960	8	EA	yokohama	$ 243.5	$ 1,948.0	Firestone	$ 120	**$ 960**
#1-26	FALSE	265/70R16	$ 0	$ 2,928.0	24	EA	americus	$ 183.5	$ 4,404.0	Bridgeston	$ 122	**$ 2,928.0**
#1-27	FALSE	235/50R18	$ 0	$ 4,640.0	32	EA	firestone	$ 585	$ 18,720.0	Firestone	$ 145	**$ 4,640.0**

#1-28	FALSE	215/70R16	$ 0	$ 984	12	EA	landsil	$ 135	$ 1,620.0	Firestone	$ 82	**$ 984**
#1-29	FALSE	235/70R16	$ 0	$ 808	8	EA	americus	$ 155.5	$ 1,244.0	Firestone	$ 101	**$ 808**
#1-30	FALSE	245/55R18	$ 0	$ 4,481.92	32	EA	firestone	$ 555	$ 17,760.0	Firestone	$ 147	$ 4,704.0
#1-31	FALSE	255/60R18	$ 0	$ 13,059.0	100	EA	firestone	$ 425	$ 42,500.0	Firestone	$ 147	$ 14,700.0
2	Group 1 Passenger - Additional Costs (7)												
#2-1	FALSE	In shop - fl	$ 0	$ 15	1	EA	patch	$ 30	$ 30	BWTC	$ 18	$ 18
#2-2	FALSE	Road side !	$ 0	$ 40	1	EA	patch	$ 130	$ 130	BWTC	$ 40	**$ 40**
#2-3	FALSE	Front End /	$ 0	$ 65	1	EA	No Bid	No Bid	No Bid	BWTC	$ 65	**$ 65**
#2-4	FALSE	Roadside r	$ 0	$ 1.25	1	EA	No Bid	No Bid	No Bid	BWTC	$ 2	$ 2
#2-5	FALSE	After hour:	$ 0	$ 95	1	EA	after hour	$ 95	**$ 95**	BWTC	$ 95	**$ 95**
#2-6	FALSE	Mounting (	$ 0	$ 18	1	EA	mount	$ 28.5	$ 28.5	BWTC	$ 20	$ 20
#2-7	FALSE	Balancing (	$ 0	$ 7.5	1	EA	balance	$ 20.5	$ 20.5	BWTC	$ 20	$ 20
3	Group 2 Light Truck Tires (39)												
#3-1	FALSE	LT225/70R	$ 0	$ 6,388.32	24	EA	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#3-2	FALSE	LT225/70R	$ 0	$ 7,104.0	32	EA	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#3-3	FALSE	LT235/80R	$ 0	$ 2,224.0	16	EA	landsil	$ 263.5	$ 4,216.0	Firestone	$ 139	**$ 2,224.0**
#3-4	FALSE	LT235/80R	$ 0	$ 1,500.0	12	EA	landsil	$ 198.5	$ 2,382.0	Firestone	$ 125	**$ 1,500.0**
#3-5	FALSE	LT245/70R	$ 0	$ 7,381.08	28	EA	No Bid	No Bid	No Bid	Cooper	$ 275	$ 7,700.0
#3-6	FALSE	LT245/70R	$ 0	$ 9,000.0	36	EA	No Bid	No Bid	No Bid	Cooper	$ 250	**$ 9,000.0**
#3-7	FALSE	LT295/75R	$ 0	$ 4,000.0	16	EA	No Bid	No Bid	No Bid	Cooper	$ 250	**$ 4,000.0**
#3-8	FALSE	LT295/75R	$ 0	$ 6,000.0	24	EA	No Bid	No Bid	No Bid	Cooper	$ 250	**$ 6,000.0**
#3-9	FALSE	LT235/75R	$ 0	$ 6,240.0	32	EA	No Bid	No Bid	No Bid	Cooper	$ 195	**$ 6,240.0**
#3-10	FALSE	LT235/75R	$ 0	$ 1,696.0	8	EA	No Bid	No Bid	No Bid	Cooper	$ 250	$ 2,000.0
#3-11	FALSE	LT215/75R	$ 0	$ 280	4	EA	yokohoma	$ 198	$ 792	Firestone	$ 70	**$ 280**
#3-12	FALSE	LT235/75R	$ 0	$ 315	3	EA	yokohoma	$ 180	$ 540	Firestone	$ 105	**$ 315**
#3-13	FALSE	LT235/75R	$ 0	$ 1,611.2	16	EA	americus	$ 180	$ 2,880.0	Firestone	$ 110	$ 1,760.0
#3-14	FALSE	LT215/85R	$ 0	$ 2,619.0	27	EA	landsil	$ 185	$ 4,995.0	Firestone	$ 97	**$ 2,619.0**
#3-15	FALSE	LT215/85R	$ 0	$ 2,565.0	19	EA	americus	$ 235	$ 4,465.0	Firestone	$ 135	**$ 2,565.0**
#3-16	FALSE	LT225/75R	$ 0	$ 2,541.0	21	EA	landsil	$ 187.5	$ 3,937.5	Firestone	$ 121	**$ 2,541.0**
#3-17	FALSE	LT225/75R	$ 0	$ 2,950.0	25	EA	americus	$ 192	$ 4,800.0	Firestone	$ 118	**$ 2,950.0**
#3-18	FALSE	LT235/70R	$ 0	$ 400	4	EA	lexiani	$ 172	$ 688	Firestone	$ 100	**$ 400**
#3-19	FALSE	LT235/85R	$ 0	$ 1,456.0	14	EA	forceland	$ 157.5	$ 2,205.0	Firestone	$ 104	**$ 1,456.0**
#3-20	FALSE	LT235/85R	$ 0	$ 2,816.0	22	EA	kenda	$ 228.5	$ 5,027.0	Firestone	$ 128	**$ 2,816.0**
#3-21	FALSE	LT235/85R	$ 0	$ 2,980.0	20	EA	kenda	$ 262.5	$ 5,250.0	Firestone	$ 149	**$ 2,980.0**

#3-22	FALSE	LT245/75R	$ 0	$ 6,996.0	66	EA	yokohama	$ 192	$ 12,672.0	Firestone	$ 106	**$ 6,996.0**
#3-23	FALSE	LT245/75R	$ 0	$ 14,274.0	117	EA	yokohama	$ 217.5	$ 25,447.5	Firestone	$ 122	**$ 14,274.0**
#3-24	FALSE	LT245/75R	$ 0	$ 1,410.0	10	EA	americus	$ 263.5	$ 2,635.0	Firestone	$ 141	**$ 1,410.0**
#3-25	FALSE	LT255/70R	$ 0	$ 536	4	EA	yokohama	$ 209.5	$ 838.0	Firestone	$ 134	**$ 536**
#3-26	FALSE	LT245/70R	$ 0	$ 536	4	EA	yokohama	$ 225.5	$ 902.0	Firestone	$ 134	**$ 536**
#3-27	FALSE	LT265/75R	$ 0	$ 708	6	EA	yokohama	$ 226.5	$ 1,359.0	Firestone	$ 118	**$ 708**
#3-28	FALSE	LT265/75R	$ 0	$ 4,795.0	35	EA	americus	$ 210	$ 7,350.0	Firestone	$ 137	**$ 4,795.0**
#3-29	FALSE	LT245/70R	$ 0	$ 3,993.0	33	EA	forceland	$ 185	$ 6,105.0	Firestone	$ 121	**$ 3,993.0**
#3-30	FALSE	LT245/70R	$ 0	$ 2,680.0	20	EA	yokohama	$ 205	$ 4,100.0	Firestone	$ 134	**$ 2,680.0**
#3-31	FALSE	LT275/65R	$ 0	$ 680	4	EA	yokohama	$ 277.5	$ 1,110.0	Firestone	$ 170	**$ 680**
#3-32	FALSE	LT265/70R	$ 0	$ 3,264.0	24	EA	forceland	$ 190.5	$ 4,572.0	Firestone	$ 136	**$ 3,264.0**
#3-33	FALSE	LT265/70R	$ 0	$ 4,020.0	30	EA	americus	$ 210	$ 6,300.0	Firestone	$ 134	**$ 4,020.0**
#3-34	FALSE	LT275/70R	$ 0	$ 1,976.0	13	EA	landsil	$ 292.5	$ 3,802.5	Firestone	$ 152	**$ 1,976.0**
#3-35	FALSE	LT265/65R	$ 0	$ 632	4	EA	landsil	$ 245.5	$ 982.0	Firestone	$ 158	**$ 632**
#3-36	FALSE	LT225/75R	$ 0	$ 692	4	EA	toyo	$ 222.5	$ 890.0	No Bid	No Bid	No Bid
#3-37	FALSE	LT245/75R	$ 0	$ 3,312.0	24	EA	landsil	$ 230.5	$ 5,532.0	Firestone	$ 138	**$ 3,312.0**
#3-38	FALSE	LT245/75R	$ 0	$ 5,600.0	40	EA	landsil	$ 247.5	$ 9,900.0	Firestone	$ 140	**$ 5,600.0**
#3-39	FALSE	LT245/75R	$ 0	$ 4,992.0	32	EA	americus	$ 268.5	$ 8,592.0	Firestone	$ 156	**$ 4,992.0**
4	Group 2 Additional Costs (7)											
#4-1	FALSE	In shop -fl	$ 0	$ 18	1	EA	patch	$ 30	$ 30	BWTC	$ 18	**$ 18**
#4-2	FALSE	Road side	$ 0	$ 40	1	EA	patch	$ 130	$ 130	BWTC	$ 40	**$ 40**
#4-3	FALSE	Front End	$ 0	$ 65	1	EA	No Bid	No Bid	No Bid	BWTC	$ 65	**$ 65**
#4-4	FALSE	Roadside r	$ 0	$ 1.25	1	EA	No Bid	No Bid	No Bid	BWTC	$ 2	$ 2
#4-5	FALSE	After hour	$ 0	$ 95	1	EA	service	$ 95	**$ 95**	BWTC	$ 95	**$ 95**
#4-6	FALSE	Mounting	$ 0	$ 20	1	EA	mount	$ 30	$ 30	BWTC	$ 20	**$ 20**
#4-7	FALSE	Balancing	$ 0	$ 15	1	EA	balance	$ 20.5	$ 20.5	BWTC	$ 20	$ 20
5	Group 3 Heavy Truck Tires (24)											
#5-1	FALSE	215/75R17	$ 0	$ 6,400.0	32	EA	No Bid	No Bid	No Bid	Cooper	$ 200	**$ 6,400.0**
#5-2	FALSE	225/70R19	$ 0	$ 4,400.0	20	EA	No Bid	No Bid	No Bid	Cooper	$ 220	**$ 4,400.0**
#5-3	FALSE	225/70R19	$ 0	$ 8,970.0	39	EA	No Bid	No Bid	No Bid	Cooper	$ 230	**$ 8,970.0**
#5-4	FALSE	10.00/20	$ 0	$ 0	4	EA	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#5-5	FALSE	10.00/20	$ 0	$ 0	4	EA	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#5-6	FALSE	24R21 Spe	$ 0	$ 7,684.0	2	EA	No Bid	No Bid	No Bid	Michelin	$ 3,842.0	**$ 7,684.0**
#5-7	FALSE	10.00R22.5	$ 0	$ 1,400.0	4	EA	No Bid	No Bid	No Bid	Cooper	$ 350	**$ 1,400.0**
#5-8	FALSE	10.00R22.5	$ 0	$ 1,050.0	3	EA	No Bid	No Bid	No Bid	Cooper	$ 350	**$ 1,050.0**

#5-9	FALSE	11.00R22.5	$ 0	$ 26,565.0	77	EA	No Bid	No Bid	No Bid	Cooper	$ 345	**$ 26,565.0**
#5-10	FALSE	11.00R22.5	$ 0	$ 110,400.	320	EA	No Bid	No Bid	No Bid	Cooper	$ 345	**$ 110,400.0**
#5-11	FALSE	11.00R22.5	$ 0	$ 13,800.0	40	EA	No Bid	No Bid	No Bid	Cooper	$ 345	**$ 13,800.0**
#5-12	FALSE	11.00R22.5	$ 0	$ 16,560.0	48	EA	No Bid	No Bid	No Bid	Cooper	$ 345	**$ 16,560.0**
#5-13	FALSE	12.00R22.5	$ 0	$ 14,430.0	37	EA	No Bid	No Bid	No Bid	Cooper	$ 390	**$ 14,430.0**
#5-14	FALSE	12.00R22.5	$ 0	$ 34,611.2	80	EA	No Bid	No Bid	No Bid	Cooper	$ 495	$ 39,600.0
#5-15	FALSE	255/70R22	$ 0	$ 800	4	EA	No Bid	No Bid	No Bid	Cooper	$ 200	**$ 800**
#5-16	FALSE	315/80R22	$ 0	$ 31,930.0	62	EA	No Bid	No Bid	No Bid	Cooper	$ 571	$ 35,402.0
#5-17	FALSE	315/80R22	$ 0	$ 14,420.0	28	EA	No Bid	No Bid	No Bid	Cooper	$ 571	$ 15,988.0
#5-18	FALSE	315/80R22	$ 0	$ 6,180.0	12	EA	No Bid	No Bid	No Bid	Cooper	$ 571	$ 6,852.0
#5-19	FALSE	385/65R22	$ 0	$ 8,800.0	16	EA	No Bid	No Bid	No Bid	Cooper	$ 630	$ 10,080.0
#5-20	FALSE	425/65R22	$ 0	$ 23,400.0	36	EA	No Bid	No Bid	No Bid	Cooper	$ 695	$ 25,020.0
#5-21	FALSE	11.00R24.5	$ 0	$ 6,210.0	18	EA	No Bid	No Bid	No Bid	Cooper	$ 345	**$ 6,210.0**
#5-22	FALSE	295/75R22	$ 0	$ 8,000.0	32	EA	No Bid	No Bid	No Bid	Cooper	$ 250	**$ 8,000.0**
#5-23	FALSE	Balancing (	$ 0	$ 25	1	EA	No Bid	No Bid	No Bid	BWTC	$ 35	$ 35
#5-24	FALSE	315/80R22	$ 0	$ 37,217.2	76	EA	No Bid	No Bid	No Bid	Cooper	$ 571	$ 43,396.0
6	Group 3 Additional Costs (6)											
#6-1	FALSE	In shop - fl	$ 0	$ 40	1	EA	No Bid	No Bid	No Bid	BWTC	$ 40	**$ 40**
#6-2	FALSE	Road side l	$ 0	$ 60	1	EA	No Bid	No Bid	No Bid	BWTC	$ 60	**$ 60**
#6-3	FALSE	Front End /	$ 0	$ 100	1	EA	No Bid	No Bid	No Bid	BWTC	$ 100	**$ 100**
#6-4	FALSE	Roadside r	$ 0	$ 1.25	1	EA	No Bid	No Bid	No Bid	BWTC	$ 2	$ 2
#6-5	FALSE	After hour	$ 0	$ 95	1	EA	No Bid	No Bid	No Bid	BWTC	$ 95	**$ 95**
#6-6	FALSE	Mounting (	$ 0	$ 40	1	EA	No Bid	No Bid	No Bid	BWTC	$ 45	$ 45
7	Group 4 Trailer Tires (15)											
#7-1	FALSE	7.00 - 15 L	$ 0	$ 840	8	EA	No Bid	No Bid	No Bid	Power King	$ 105	**$ 840**
#7-2	FALSE	7.50 – 15 L	$ 0	$ 210	2	EA	No Bid	No Bid	No Bid	Power King	$ 105	**$ 210**
#7-3	FALSE	ST225/75R	$ 0	$ 340	4	EA	No Bid	No Bid	No Bid	Summit	$ 85	**$ 340**
#7-4	FALSE	7.00 – 16L	$ 0	$ 468	4	EA	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#7-5	FALSE	7.50 – 16 L	$ 0	$ 2,185.0	19	EA	No Bid	No Bid	No Bid	Super Carg	$ 115	**$ 2,185.0**
#7-6	FALSE	ST215/75R	$ 0	$ 260	4	EA	No Bid	No Bid	No Bid	Summit	$ 65	**$ 260**
#7-7	FALSE	ST235/80R	$ 0	$ 1,440.0	12	EA	No Bid	No Bid	No Bid	Summit	$ 120	**$ 1,440.0**
#7-8	FALSE	4.80 – 8	$ 0	$ 60	4	EA	No Bid	No Bid	No Bid	Deestone	$ 15	**$ 60**
#7-9	FALSE	ST185/70R	$ 0	$ 384	6	EA	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#7-10	FALSE	480-12	$ 0	$ 280	8	EA	No Bid	No Bid	No Bid	Deestone	$ 35	**$ 280**
#7-11	FALSE	ST225/90R	$ 0	$ 555.28	4	EA	No Bid	No Bid	No Bid	Summit	$ 200	$ 800

#7-12	FALSE	ST235/75R	$ 0	$ 1,560.0	8	EA	No Bid	No Bid	No Bid	Cooper	$ 195	**$ 1,560.0**
#7-13	FALSE	ST205/90D	$ 0	$ 420	4	EA	No Bid	No Bid	No Bid	Power Kin	$ 105	**$ 420**
#7-14	FALSE	ST205/75R	$ 0	$ 492	6	EA	No Bid	No Bid	No Bid	Summit	$ 85	$ 510
#7-15	FALSE	ST205/75R	$ 0	$ 608	8	EA	No Bid	No Bid	No Bid	Summit	$ 85	$ 680
8	Group 4 Additional Costs (6)											
#8-1	FALSE	In shop - fl	$ 0	$ 18	1	EA	No Bid	No Bid	No Bid	BWTC	$ 18	**$ 18**
#8-2	FALSE	Road side l	$ 0	$ 40	1	EA	No Bid	No Bid	No Bid	BWTC	$ 40	**$ 40**
#8-3	FALSE	Roadside r	$ 0	$ 1.25	1	EA	No Bid	No Bid	No Bid	BWTC	$ 2	$ 2
#8-4	FALSE	After hour	$ 0	$ 95	1	EA	No Bid	No Bid	No Bid	BWTC	$ 95	**$ 95**
#8-5	FALSE	Mounting	$ 0	$ 18	1	EA	No Bid	No Bid	No Bid	BWTC	$ 20	$ 20
#8-6	FALSE	Balancing	$ 0	$ 15	1	EA	No Bid	No Bid	No Bid	BWTC	$ 20	$ 20
9	Group 5 Mower Turf Tires (17)											
#9-1	FALSE	4.10 / 3.50	$ 0	$ 40	4	EA	No Bid	No Bid	No Bid	Deestone	$ 10	**$ 40**
#9-2	FALSE	45 – 6.00 -	$ 0	$ 108	4	EA	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#9-3	FALSE	5.70 – 8	$ 0	$ 140	4	EA	No Bid	No Bid	No Bid	Deestone	$ 35	**$ 140**
#9-4	FALSE	20 – 10.00	$ 0	$ 164	4	EA	No Bid	No Bid	No Bid	Deestone	$ 45	$ 180
#9-5	FALSE	22.5 – 10.0	$ 0	$ 174	2	EA	No Bid	No Bid	No Bid	Deestone	$ 95	$ 190
#9-6	FALSE	25 –13.00 -	$ 0	$ 270	2	EA	No Bid	No Bid	No Bid	Carlisle	$ 135	**$ 270**
#9-7	FALSE	6.50 – 10	$ 0	$ 604	4	EA	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#9-8	FALSE	23 – 8.50 -	$ 0	$ 260	4	EA	No Bid	No Bid	No Bid	Deestone	$ 65	**$ 260**
#9-9	FALSE	23 – 10.50	$ 0	$ 210	3	EA	No Bid	No Bid	No Bid	Deestone	$ 70	**$ 210**
#9-10	FALSE	23 – 10.50	$ 0	$ 210	3	EA	No Bid	No Bid	No Bid	Deestone	$ 70	**$ 210**
#9-11	FALSE	24 – 12.00	$ 0	$ 348	4	EA	No Bid	No Bid	No Bid	Deestone	$ 87	**$ 348**
#9-12	FALSE	26 – 12.00	$ 0	$ 472	4	EA	No Bid	No Bid	No Bid	Deestone	$ 145	$ 580
#9-13	FALSE	25 –12.00 -	$ 0	$ 552	4	EA	No Bid	No Bid	No Bid	Deestone	$ 138	**$ 552**
#9-14	FALSE	25 – 10.00	$ 0	$ 480	4	EA	No Bid	No Bid	No Bid	Deestone	$ 125	$ 500
#9-15	FALSE	25X10R12	$ 0	$ 1,860.0	12	EA	No Bid	No Bid	No Bid	Deestone	$ 155	**$ 1,860.0**
#9-16	FALSE	13/650 – 6	$ 0	$ 100	4	EA	No Bid	No Bid	No Bid	Deestone	$ 25	**$ 100**
#9-17	FALSE	11/400 – 5	$ 0	$ 60	4	EA	No Bid	No Bid	No Bid	Deestone	$ 15	**$ 60**
10	Group 5 Additional Costs (5)											
#10-1	FALSE	In shop fla	$ 0	$ 18	1	EA	No Bid	No Bid	No Bid	BWTC	$ 25	$ 25
#10-2	FALSE	Road side l	$ 0	$ 40	1	EA	No Bid	No Bid	No Bid	BWTC	$ 40	**$ 40**
#10-3	FALSE	Roadside r	$ 0	$ 1.25	1	EA	No Bid	No Bid	No Bid	BWTC	$ 2	$ 2
#10-4	FALSE	After hour	$ 0	$ 95	1	EA	No Bid	No Bid	No Bid	BWTC	$ 95	**$ 95**
#10-5	FALSE	Mounting	$ 0	$ 18	1	EA	No Bid	No Bid	No Bid	BWTC	$ 20	$ 20

11	Group 6 Industrial Tires (7)												
#11-1	FALSE	31/15.5 – :	$ 0	$ 1,340.0	4	EA	No Bid	No Bid	No Bid	Deestone	$ 335	**$ 1,340.0**
#11-2	FALSE	7.00/12	$ 0	$ 616	4	EA	No Bid	No Bid	No Bid	Deestone	$ 160	$ 640
#11-3	FALSE	12/16.5	$ 0	$ 641.8	4	EA	No Bid	No Bid	No Bid	Deestone	$ 220	$ 880
#11-4	FALSE	10/16.5	$ 0	$ 616	4	EA	No Bid	No Bid	No Bid	Deestone	$ 170	$ 680
#11-5	FALSE	10.00/16.5	$ 0	$ 534.8	4	EA	No Bid	No Bid	No Bid	Deestone	$ 170	$ 680
#11-6	FALSE	28-9-15	$ 0	$ 620	4	EA	No Bid	No Bid	No Bid	Deestone	$ 155	**$ 620**
#11-7	FALSE	650-10	$ 0	$ 480	4	EA	No Bid	No Bid	No Bid	Deestone	$ 120	**$ 480**
12	Group 6 Additional Costs (4)												
#12-1	FALSE	In shop fla	$ 0	$ 20	1	EA	No Bid	No Bid	No Bid	BWTC	$ 40	$ 40
#12-2	FALSE	Road side l	$ 0	$ 60	1	EA	No Bid	No Bid	No Bid	BWTC	$ 60	**$ 60**
#12-3	FALSE	Roadside r	$ 0	$ 1.25	1	EA	No Bid	No Bid	No Bid	BWTC	$ 2	$ 2
#12-4	FALSE	Mounting l	$ 0	$ 20	1	EA	No Bid	No Bid	No Bid	BWTC	$ 45	$ 45
13	Group 7 Construction, Earth Moving Tires (16)												
#13-1	FALSE	9.5L – 15SI	$ 0	$ 753.76	4	EA	No Bid	No Bid	No Bid	Harvest Kir	$ 480	$ 1,920.0
#13-2	FALSE	11L – 15	$ 0	$ 963	9	EA	No Bid	No Bid	No Bid	Harvest Kir	$ 135	$ 1,215.0
#13-3	FALSE	9.50 – 16.5	$ 0	$ 296	2	EA	No Bid	No Bid	No Bid	Deestone	$ 155	$ 310
#13-4	FALSE	11L – 16	$ 0	$ 2,897.27	24	EA	No Bid	No Bid	No Bid	Deestone	$ 175	$ 4,200.0
#13-5	FALSE	13.00 / 24	$ 0	$ 3,555.0	9	EA	No Bid	No Bid	No Bid	Titan	$ 395	**$ 3,555.0**
#13-6	FALSE	14.00 / 24	$ 0	$ 12,945.2	20	EA	No Bid	No Bid	No Bid	Titan	$ 675	$ 13,500.0
#13-7	FALSE	17.5 / 25	$ 0	$ 5,826.16	8	EA	No Bid	No Bid	No Bid	Titan	$ 795	$ 6,360.0
#13-8	FALSE	20.5 / 25	$ 0	$ 7,800.0	6	EA	No Bid	No Bid	No Bid	Titan	$ 1,300.0	**$ 7,800.0**
#13-9	FALSE	23.5 / 25	$ 0	$ 7,600.0	4	EA	No Bid	No Bid	No Bid	Titan	$ 1,900.0	**$ 7,600.0**
#13-10	FALSE	20.5R25	$ 0	$ 21,936.0	16	EA	No Bid	No Bid	No Bid	Michelin	$ 2,100.0	$ 33,600.0
#13-11	FALSE	33.25R29	$ 0	$ 44,851.6	4	EA	No Bid	No Bid	No Bid	Michelin	$ 12,010.0	$ 48,040.0
#13-12	FALSE	11R24.5	$ 0	$ 9,126.4	16	EA	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#13-13	FALSE	17.5L-24	$ 0	$ 2,232.72	4	EA	No Bid	No Bid	No Bid	Titan	$ 650	$ 2,600.0
#13-14	FALSE	14.00R24	$ 0	$ 5,664.0	8	EA	No Bid	No Bid	No Bid	Michelin	$ 1,560.0	$ 12,480.0
#13-15	FALSE	29.5R25	$ 0	$ 22,500.0	5	EA	No Bid	No Bid	No Bid	Titan	$ 5,200.0	$ 26,000.0
#13-16	FALSE	23.5R25	$ 0	$ 13,500.0	6	EA	No Bid	No Bid	No Bid	Titan	$ 2,800.0	$ 16,800.0
14	Group 7 Additional Costs (4)												
#14-1	FALSE	In shop fla	$ 0	$ 0	1	EA	No Bid	No Bid	No Bid	BWTC	$ 0	**$ 0**
#14-2	FALSE	Road side l	$ 0	$ 0	1	EA	No Bid	No Bid	No Bid	BWTC	$ 0	**$ 0**
#14-3	FALSE	Roadside r	$ 0	$ 1.25	1	EA	No Bid	No Bid	No Bid	BWTC	$ 2	$ 2
#14-4	FALSE	Mounting l	$ 0	$ 0	1	EA	No Bid	No Bid	No Bid	BWTC	$ 0	**$ 0**

15	Group 8 Farm Implement Tires (7)												
#15-1	FALSE	14.9 / 24	$ 0	$ 10,823.2	24	EA	No Bid	No Bid	No Bid	Harvest Kir	$ 455	$ 10,920.0	
#15-2	FALSE	16.9 / 24	$ 0	$ 3,900.0	6	EA	No Bid	No Bid	No Bid	Deestone	$ 650	**$ 3,900.0**	
#15-3	FALSE	17.5 / 24	$ 0	$ 2,025.0	3	EA	No Bid	No Bid	No Bid	Titan	$ 675	**$ 2,025.0**	
#15-4	FALSE	18.4 /R26	$ 0	$ 3,400.0	4	EA	No Bid	No Bid	No Bid	Deestone	$ 850	**$ 3,400.0**	
#15-5	FALSE	16.9 / 28	$ 0	$ 2,055.0	3	EA	No Bid	No Bid	No Bid	Deestone	$ 685	**$ 2,055.0**	
#15-6	FALSE	11.2 / 38	$ 0	$ 1,600.0	4	EA	No Bid	No Bid	No Bid	Harvest Kir	$ 400	**$ 1,600.0**	
#15-7	FALSE	18.4R38	$ 0	$ 4,000.0	4	EA	No Bid	No Bid	No Bid	Titan	$ 1,000.0	**$ 4,000.0**	
16	Group 8 Additional Costs (5)												
#16-1	FALSE	In shop fla	$ 0	$ 25	1	EA	No Bid	No Bid	No Bid	BWTC	$ 100	$ 100	
#16-2	FALSE	Road side l	$ 0	$ 125	1	EA	No Bid	No Bid	No Bid	BWTC	$ 125	**$ 125**	
#16-3	FALSE	Roadside r	$ 0	$ 2	1	EA	No Bid	No Bid	No Bid	BWTC	$ 2	**$ 2**	
#16-4	FALSE	Mounting l	$ 0	$ 25	1	EA	No Bid	No Bid	No Bid	BWTC	$ 150	$ 150	
#16-5	FALSE	Liquid Fille	$ 0	$ 150	1	EA	No Bid	No Bid	No Bid	BWTC	$ 150	**$ 150**	
17	Group 9 Tire Disposal (3)												
#17-1	FALSE	Light to M	$ 0	$ 4	1	EA	No Bid	No Bid	No Bid	BWTC	$ 10	$ 10	
#17-2	FALSE	Heavy Dut	$ 0	$ 10	1	EA	No Bid	No Bid	No Bid	BWTC	$ 15	$ 15	
#17-3	FALSE	Off Road	$ 0	$ 40	1	EA	No Bid	No Bid	No Bid	BWTC	$ 50	$ 50	

McWhorter Tire			Southern Tire Mart, LLC			Villiams Brake tune and tire L.L.C			forrest tire co		
$ 933,649.2399999999			$ 1,014,537.1500000003			$ 250,530.4			$ 646,662.74		
0			0			0			0		
$ 0			$ 0			$ 0			$ 0		
Tire Brand	Unit Price	Total Cost	Tire Brand	Unit Price	Total Cost	Tire Brand	Unit Price	Total Cost	Tire Brand	Unit Price	Total Cost
No Bid	No Bid	No Bid	SCEPTOR	$ 55	$ 220	Sailan	$ 60.5	$ 242.0	ironman	$ 61	$ 244
No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	Hankook	$ 86.58	$ 432.9	ironman	$ 80	$ 400
No Bid	No Bid	No Bid	FIRESTONE	$ 83	$ 1,162.0	Hankook	$ 121	$ 1,694.0	ironman	$ 95	$ 1,330.0
GDYR	$ 99.86	$ 798.88	FIRESTONE	$ 79	$ 632	Hankook	$ 104	$ 832	ironman	$ 81	$ 648
No Bid	No Bid	No Bid	FIRESTONE	$ 85	$ 1,020.0	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	FIRESTONE	$ 94	$ 2,820.0	Hankook	$ 91	$ 2,730.0	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	FIRESTONE	$ 85	$ 595	Toyo	$ 82	$ 574	ironman	$ 100	$ 700
No Bid	No Bid	No Bid	BRIDGEST(	$ 88	$ 1,144.0	No Bid	No Bid	No Bid	ironman	$ 91	$ 1,183.0
No Bid	No Bid	No Bid	FIRESTONE	$ 91	$ 546	Toyo	$ 82	$ 492	ironman	$ 90	$ 540
GDYR	$ 139.71	$ 11,176.80	FIRESTONE	$ 107.98	$ 8,638.4	No Bid	No Bid	No Bid	goodyear	$ 178	$ 14,240.0
No Bid	No Bid	No Bid	FIRESTONE	$ 125	$ 3,125.0	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	FIRESTONE	$ 129	$ 516	Yokohama	$ 132	$ 528	cooper	$ 185	$ 740
GDYR	$ 167.13	$ 10,863.44	FIRESTONE	$ 121	$ 7,865.0	Yokohama	$ 132	$ 8,580.0	cooper	$ 185	$ 12,025.0
GDYR	$ 157.37	$ 629.48	BRIDGEST(	$ 133	$ 532	Americus	$ 132	$ 528	ironman	$ 130	$ 520
GDYR	$ 151.5	$ 37,875.0	FIRESTONE	$ 119.6	$ 29,900.0	No Bid	No Bid	No Bid	goodyear	$ 200	$ 50,000.0
GDYR	$ 132.63	$ 1,326.3	FIRESTONE	$ 111	$ 1,110.0	Landsail	$ 120	$ 1,200.0	ironman	$ 120	$ 1,200.0
GDYR	$ 159.82	$ 79,910.0	FIRESTONE	$ 133.23	$ 66,615.0	No Bid	No Bid	No Bid	goodyear	$ 221	$ 110,500.0
GDYR	$ 157.45	$ 3,306.45	FIRESTONE	$ 123	**$ 2,583.0**	Americus	$ 146	$ 3,066.0	ironman	$ 140	$ 2,940.0
GDYR	$ 150.84	$ 4,223.52	FIRESTONE	$ 149	$ 4,172.0	Americus	$ 218	$ 6,104.0	ironman	$ 140	$ 3,920.0
No Bid	No Bid	No Bid	FIRESTONE	$ 127	$ 1,524.0	Americus	$ 155	$ 1,860.0	ironman	$ 140	$ 1,680.0
GDYR	$ 150.24	$ 1,201.92	FIRESTONE	$ 151	$ 1,208.0	Landsail	$ 170	$ 1,360.0	No Bid	No Bid	No Bid
GDYR	$ 117.8	$ 471.2	FIRESTONE	$ 118	$ 472	Americus	$ 105	$ 420	No Bid	No Bid	No Bid
GDYR	$ 160.42	$ 3,850.08	FIRESTONE	$ 124	$ 2,976.0	Toy	$ 204	$ 4,896.0	No Bid	No Bid	No Bid
GDYR	$ 160.42	$ 2,566.72	FIRESTONE	$ 124	$ 1,984.0	Kenda	$ 202	$ 3,232.0	No Bid	No Bid	No Bid
GDYR	$ 175.39	$ 1,403.12	FIRESTONE	$ 121	$ 968	Kenda	$ 202	$ 1,616.0	No Bid	No Bid	No Bid
GDYR	$ 185.25	$ 4,446.0	FIRESTONE	$ 123	$ 2,952.0	Americus	$ 141	$ 3,384.0	No Bid	No Bid	No Bid
GDYR	$ 185.92	$ 5,949.44	FIRESTONE	$ 149.98	$ 4,799.36	No Bid	No Bid	No Bid	goodyear	$ 214	$ 6,848.0

GDYR	$ 140.52	$ 1,686.240	FIRESTONE	$ 108	$ 1,296.0	Hankook	$ 127	$ 1,524.0	No Bid	No Bid	No Bid
GDYR	$ 124.44	$ 995.52	FIRESTONE	$ 125	$ 1,000.0	Hankook	$ 164	$ 1,312.0	No Bid	No Bid	No Bid
GDYR	$ 166.74	$ 5,335.68	FIRESTONE	$ 140.06	**$ 4,481.92**	No Bid	No Bid	No Bid	goodyear	$ 230	$ 7,360.0
GDYR	$ 194.12	$ 19,412.0	FIRESTONE	$ 130.59	**$ 13,059.0**	No Bid	No Bid	No Bid	goodyear	$ 221	$ 22,100.0
GDYR	$ 20	$ 20	N/A	$ 20	$ 20	n/a	$ 15	**$ 15**	1	$ 18	$ 18
GDYR	$ 100	$ 100	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	1	$ 87.5	$ 87.5
GDYR	$ 125	$ 125	No Bid	No Bid	No Bid	n/a	$ 110	$ 110	1	$ 85	$ 85
GDYR	$ 1.25	**$ 1.25**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	1	$ 3.75	$ 3.75
GDYR	$ 125	$ 125	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	1	$ 175	$ 175
No Bid	No Bid	No Bid	N/A	$ 25	$ 25	n/a	$ 20	$ 20	1	$ 18	**$ 18**
No Bid	No Bid	No Bid	N/A	$ 20	$ 20	n/a	$ 7.5	**$ 7.5**	1	$ 8.5	$ 8.5
GDYR	$ 350.82	$ 8,419.68	FIRESTONE	$ 266.18	**$ 6,388.32**	No Bid	No Bid	No Bid	cooper	$ 354.44	$ 8,506.56
GDYR	$ 345.9	$ 11,068.8	FIRESTONE	$ 334.72	$ 10,711.04	Leao	$ 222	**$ 7,104.0**	cooper	$ 329.17	$ 10,533.44
GDYR	$ 188.85	$ 3,021.6	FIRESTONE	$ 159	$ 2,544.0	Landsail	$ 215	$ 3,440.0	cooper	$ 210	$ 3,360.0
GDYR	$ 172.05	$ 2,064.600	FIRESTONE	$ 143	$ 1,716.0	Landsail	$ 184	$ 2,208.0	cooper	$ 210	$ 2,520.0
GDYR	$ 375.04	$ 10,501.12	FIRESTONE	$ 290.66	$ 8,138.480	Americus	$ 265	$ 7,420.0	ironman	$ 263.61	**$ 7,381.08**
GDYR	$ 361.8	$ 13,024.80	FIRESTONE	$ 359.92	$ 12,957.12	Americus	$ 260	$ 9,360.0	ironman	$ 263.61	$ 9,489.960000000000
GDYR	$ 446.37	$ 7,141.92	FIRESTONE	$ 406.72	$ 6,507.52	Americus	$ 428	$ 6,848.0	ironman	$ 375.23	$ 6,003.68
GDYR	$ 408.52	$ 9,804.48	FIRESTONE	$ 384.69	$ 9,232.56	Americus	$ 428	$ 10,272.0	ironman	$ 375.23	$ 9,005.52
No Bid	No Bid	No Bid	WESTLAKE	$ 250	$ 8,000.0	Kenda	$ 212	$ 6,784.0	dynatrac	$ 253.9	$ 8,124.8
gdyr	$ 353.93	$ 2,831.44	WESTLAKE	$ 250	$ 2,000.0	Kenda	$ 212	**$ 1,696.0**	dynatrac	$ 253.9	$ 2,031.2
No Bid	No Bid	No Bid	ZEETEX	$ 120	$ 480	Yokohama	$ 138	$ 552	toyo	$ 150	$ 600
No Bid	No Bid	No Bid	ATTURO	$ 135	$ 405	Yokohama	$ 138	$ 414	ironman	$ 125	$ 375
gdyr	$ 100.7	**$ 1,611.2**	ATTURO	$ 135	$ 2,160.0	Yokohama	$ 141	$ 2,256.0	ironman	$ 125	$ 2,000.0
GDYR	$ 161.74	$ 4,366.980	FIRESTONE	$ 113	$ 3,051.0	Americus	$ 142	$ 3,834.0	cooper	$ 175	$ 4,725.0
GDYR	$ 165.51	$ 3,144.689	FIRESTONE	$ 154	$ 2,926.0	Americus	$ 185	$ 3,515.0	cooper	$ 190	$ 3,610.0
GDYR	$ 154.69	$ 3,248.49	FIRESTONE	$ 138	$ 2,898.0	Hankook	$ 202	$ 4,242.0	cooper	$ 170	$ 3,570.0
GDYR	$ 160.05	$ 4,001.250	FIRESTONE	$ 137	$ 3,425.0	Hankook	$ 199	$ 4,975.0	cooper	$ 185	$ 4,625.0
No Bid	No Bid	No Bid	BFG TAKO	$ 250	$ 1,000.0	Hankook	$ 224	$ 896	ironman	$ 124	$ 496
GDYR	$ 169.79	$ 2,377.06	FIRESTONE	$ 126	$ 1,764.0	Cooper	$ 231	$ 3,234.0	Ironman	$ 150	$ 2,100.0
GDYR	$ 170.16	$ 3,743.52	FIRESTONE	$ 146	$ 3,212.0	Hankook	$ 224	$ 4,928.0	ironman	$ 146	$ 3,212.0
GDYR	$ 209.14	$ 4,182.799	FIRESTONE	$ 171	$ 3,420.0	Hankook	$ 224	$ 4,480.0	mastercra	$ 200	$ 4,000.0

GDYR	$ 148.73	$ 9,816.179	FIRESTONE	$ 122	$ 8,052.0	Hankook	$ 224	$ 14,784.0	ironman	$ 138	$ 9,108.0
GDYR	$ 163.95	$ 19,182.14	FIRESTONE	$ 140	$ 16,380.0	Hankook	$ 238	$ 27,846.0	ironman	$ 151	$ 17,667.0
GDYR	$ 188.231	$ 1,882.31	FIRESTONE	$ 159	$ 1,590.0	Hankook	$ 256	$ 2,560.0	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	FIRESTONE	$ 151	$ 604	Yokohama	$ 182	$ 728	ironman	$ 135	$ 540
GDYR	$ 182.21	$ 728.84	FIRESTONE	$ 153	$ 612	Americus	$ 206	$ 824	ironman	$ 158	$ 632
GDYR	$ 174.1	$ 1,044.6	FIRESTONE	$ 136	$ 816	Americus	$ 154	$ 924	ironman	$ 136	$ 816
GDYR	$ 165.98	$ 5,809.299	FIRESTONE	$ 156	$ 5,460.0	Americus	$ 171	$ 5,985.0	No Bid	No Bid	No Bid
GDYR	$ 183.83	$ 6,066.39	FIRESTONE	$ 144	$ 4,752.0	Americus	$ 154	$ 5,082.0	ironman	$ 160	$ 5,280.0
GDYR	$ 182.51	$ 3,650.2	FIRESTONE	$ 153	$ 3,060.0	Americus	$ 180	$ 3,600.0	No Bid	No Bid	No Bid
GDYR	$ 193.62	$ 774.48	FIRESTONE	$ 192	$ 768	Americus	$ 208	$ 832	ironman	$ 188	$ 752
GDYR	$ 194.55	$ 4,669.200	FIRESTONE	$ 173	$ 4,152.0	Americus	$ 184	$ 4,416.0	ironman	$ 168	$ 4,032.0
GDYR	$ 188.1	$ 5,643.0	FIRESTONE	$ 180	$ 5,400.0	Americus	$ 205	$ 6,150.0	ironman	$ 180	$ 5,400.0
GDYR	$ 217	$ 2,821.0	FIRESTONE	$ 172	$ 2,236.0	Kenda	$ 274	$ 3,562.0	ironman	$ 190	$ 2,470.0
GDYR	$ 230.13	$ 920.52	FIRESTONE	$ 172	$ 688	Kenda	$ 270	$ 1,080.0	ironman	$ 170	$ 680
No Bid	No Bid	No Bid	TOYO ATIII	$ 175	$ 700	Toyo	$ 173	**$ 692**	No Bid	No Bid	No Bid
GDYR	$ 191.35	$ 4,592.4	FIRESTONE	$ 153	$ 3,672.0	Americus	$ 161	$ 3,864.0	ironman	$ 166	$ 3,984.0
GDYR	$ 186.54	$ 7,461.599	FIRESTONE	$ 160	$ 6,400.0	Americus	$ 201	$ 8,040.0	ironman	$ 165	$ 6,600.0
GDYR	$ 208.79	$ 6,681.28	FIRESTONE	$ 182	$ 5,824.0	Americus	$ 223	$ 7,136.0	ironman	$ 170	$ 5,440.0
GDYR	$ 20	$ 20	N/A	$ 20	$ 20	n/a	$ 35	$ 35	1	$ 35	$ 35
GDYR	$ 100	$ 100	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	1	$ 105	$ 105
GDYR	$ 125	$ 125	No Bid	No Bid	No Bid	$125 up to	$ 218	$ 218	1	$ 120	$ 120
GDYR	$ 1.25	**$ 1.25**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	1	$ 3.75	$ 3.75
GDYR	$ 125	$ 125	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	1	$ 175	$ 175
No Bid	No Bid	No Bid	N/A	$ 25	$ 25	n/a	$ 25	$ 25	1	$ 35	$ 35
No Bid	No Bid	No Bid	N/A	$ 20	$ 20	n/a	$ 15	**$ 15**	1	$ 35	$ 35
GDYR	$ 304.27	$ 9,736.64	FIRESTONE	$ 341.02	$ 10,912.64	No Bid	No Bid	No Bid	ironman	$ 240	$ 7,680.0
GDYR	$ 345.9	$ 6,918.0	FIRESTONE	$ 334.72	$ 6,694.400	No Bid	No Bid	No Bid	cooper	$ 294	$ 5,880.0
GDYR	$ 351.42	$ 13,705.38	FIRESTONE	$ 266.18	$ 10,381.02	No Bid	No Bid	No Bid	cooper	$ 320	$ 12,480.0
No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
GDYR	$ 410.52	$ 1,642.08	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
GDYR	$ 496.35	$ 1,489.050	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

GDYR	$ 434.32	$ 33,442.64	FIRESTONE	$ 397.65	$ 30,619.05	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
GDYR	$ 435.97	$ 139,510.4	FIRESTONE	$ 419.68	$ 134,297.6	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
GDYR	$ 416.12	$ 16,644.8	FIRESTONE	$ 416.62	$ 16,664.8	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
GDYR	$ 435.97	$ 20,926.56	FIRESTONE	$ 419.68	$ 20,144.64	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
GDYR	$ 493.84	$ 18,272.07	FIRESTONE	$ 437.97	$ 16,204.89	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
GDYR	$ 632.97	$ 50,637.60	FIRESTONE	$ 432.64	**$ 34,611.2**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
GDYR	$ 387.22	$ 1,548.88	FIRESTONE	$ 338.03	$ 1,352.12	No Bid	No Bid	No Bid	dynatrac	$ 299	$ 1,196.0
GDYR	$ 531.33	$ 32,942.46	BRIDGEST(	$ 685.6	$ 42,507.20	No Bid	No Bid	No Bid	ironman	$ 515	**$ 31,930.0**
GDYR	$ 561.42	$ 15,719.75	BRIDGEST(	$ 685.6	$ 19,196.8	No Bid	No Bid	No Bid	ironman	$ 515	**$ 14,420.0**
GDYR	$ 531.33	$ 6,375.960	BRIDGEST(	$ 685.6	$ 8,227.2	No Bid	No Bid	No Bid	ironman	$ 515	**$ 6,180.0**
GDYR	$ 617.11	$ 9,873.76	FIRESTONE	$ 616.96	$ 9,871.36	No Bid	No Bid	No Bid	ironman	$ 550	**$ 8,800.0**
GDYR	$ 754.85	$ 27,174.60	FIRESTONE	$ 679.96	$ 24,478.56	No Bid	No Bid	No Bid	ironman	$ 650	**$ 23,400.0**
GDYR	$ 458.13	$ 8,246.34	FIRESTONE	$ 423.57	$ 7,624.26	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
GDYR	$ 408.52	$ 13,072.64	FIRESTONE	$ 380.08	$ 12,162.56	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	1	$ 25	**$ 25**
GDYR	$ 599.09	$ 45,530.84	FIRESTONE	$ 489.7	**$ 37,217.2**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
GDYR	$ 40	**$ 40**	N/A	$ 50	$ 50	No Bid	No Bid	No Bid	1	$ 85	$ 85
GDYR	$ 115	$ 115	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	1	$ 115	$ 115
GDYR	$ 225	$ 225	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	1	$ 220	$ 220
GDYR	$ 1.25	**$ 1.25**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	1	$ 3.75	$ 3.75
GDYR	$ 125	$ 125	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	1	$ 175	$ 175
No Bid	No Bid	No Bid	N/A	$ 40	**$ 40**	No Bid	No Bid	No Bid	1	$ 85	$ 85
No Bid	No Bid	No Bid	CARLISLE S	$ 145	$ 1,160.0	Zeemax	$ 119	$ 952	random	$ 135	$ 1,080.0
No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	Zeemax	$ 119	$ 238	random	$ 135	$ 270
GDYR	$ 115.62	$ 462.48	FREESTAR	$ 114	$ 456	Zeemax	$ 113	$ 452	random	$ 125	$ 500
No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	Zeemax	$ 117	**$ 468**	random	$ 135	$ 540
No Bid	No Bid	No Bid	GLADIATO	$ 159	$ 3,021.0	Zeemax	$ 148	$ 2,812.0	random	$ 200	$ 3,800.0
GDYR	$ 105.41	$ 421.64	TRAILERM/	$ 89	$ 356	Zeemax	$ 106	$ 424	random	$ 105	$ 420
GDYR	$ 138.82	$ 1,665.84	FREESTAR	$ 129	$ 1,548.0	Zeemax	$ 141	$ 1,692.0	random	$ 135	$ 1,620.0
No Bid	No Bid	No Bid	OTR	$ 39	$ 156	No Bid	No Bid	No Bid	random	$ 30	$ 120
No Bid	No Bid	No Bid	LAUFREN	$ 64	**$ 384**	No Bid	No Bid	No Bid	random	$ 85	$ 510
No Bid	No Bid	No Bid	OTR	$ 45	$ 360	Zeemax	$ 38	$ 304	random	$ 68	$ 544
GDYR	$ 138.82	**$ 555.28**	GLADIATO	$ 159	$ 636	Zeemax	$ 148	$ 592	random	$ 235	$ 940

No Bid	No Bid	No Bid	WESTLAKE	$ 240	$ 1,920.0	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	CARLISLE	$ 145	$ 580	Zeemax	$ 136	$ 544	No Bid	No Bid	No Bid
GDYR	$ 104.47	$ 626.8199	TRAILER M	$ 82	**$ 492**	Zeemax	$ 105	$ 630	random	$ 90	$ 540
GDYR	$ 106.34	$ 850.72	ROAD RIDE	$ 76	**$ 608**	Zeemax	$ 108	$ 864	random	$ 110	$ 880
GDYR	$ 20	$ 20	N/A	$ 20	$ 20	n/a	$ 20	$ 20	1	$ 18	**$ 18**
GDYR	$ 100	$ 100	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	1	$ 85	$ 85
GDYR	$ 1.25	**$ 1.25**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	1	$ 3.75	$ 3.75
GDYR	$ 125	$ 125	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	1	$ 175	$ 175
No Bid	No Bid	No Bid	N/A	$ 25	$ 25	n/a	$ 20	$ 20	1	$ 18	**$ 18**
No Bid	No Bid	No Bid	N/A	$ 20	$ 20	n/a	$ 15	**$ 15**	1	$ 18	$ 18
No Bid	No Bid	No Bid	OTR	$ 20	$ 80	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	CARLISLE	$ 27	**$ 108**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	TOWMAST	$ 45	$ 180	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	OTR	$ 77	$ 308	Deestone	$ 41	**$ 164**	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	OTR	$ 87	**$ 174**	Carlisle	$ 104	$ 208	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	CARLISLE	$ 168	$ 336	Carlisle	$ 140	$ 280	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	GALAXY	$ 163	$ 652	Carlisle	$ 151	**$ 604**	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	CARLISLE	$ 142	$ 568	Carlisle	$ 95	$ 380	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	OTR	$ 95	$ 285	Deestone	$ 86	$ 258	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	OTR	$ 95	$ 285	Deestone	$ 81	$ 243	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	OTR	$ 138	$ 552	Carlisle	$ 122	$ 488	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	OTR	$ 143	$ 572	Carlisle	$ 118	**$ 472**	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	OTR	$ 164	$ 656	BKT	$ 188	$ 752	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	DEESTONE	$ 120	**$ 480**	Deestone	$ 161	$ 644	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	CARLISLE	$ 160	$ 1,920.0	Deestone	$ 168	$ 2,016.0	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	OTR	$ 31	$ 124	Deestone	$ 28	$ 112	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	OTR	$ 22	$ 88	Deestone	$ 28	$ 112	No Bid	No Bid	No Bid
GDYR	$ 20	$ 20	N/A	$ 20	$ 20	n/a	$ 20	$ 20	1	$ 18	**$ 18**
GDYR	$ 100	$ 100	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	1	$ 85	$ 85
GDYR	$ 1.25	**$ 1.25**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	1	$ 3.75	$ 3.75
GDYR	$ 125	$ 125	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	1	$ 175	$ 175
No Bid	No Bid	No Bid	N/A	$ 25	$ 25	n/a	$ 20	$ 20	1	$ 18	**$ 18**

No Bid	No Bid	No Bid	FIRESTONE	$ 395.96	$ 1,583.84	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	CARLISLE	$ 154	**$ 616**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
GDYR	$ 303.02	$ 1,212.08	REGENCY	$ 160.45	**$ 641.8**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
GDYR	$ 248.24	$ 992.96	SUPERMA)	$ 154	**$ 616**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
GDYR	$ 248.24	$ 992.96	REGENCY	$ 133.7	**$ 534.8**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	GALAXY	$ 219	$ 876	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	GALAXY	$ 163	$ 652	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
GDYR	$ 20	**$ 20**	N/A	$ 50	$ 50	n/a	$ 20	**$ 20**	0	$ 49.5	$ 49.5
GDYR	$ 100	$ 100	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	1	$ 99.5	$ 99.5
GDYR	$ 1.25	**$ 1.25**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	1	$ 3.5	$ 3.5
No Bid	No Bid	No Bid	N/A	$ 50	$ 50	n/a	$ 20	**$ 20**	1	$ 49.5	$ 49.5
No Bid	No Bid	No Bid	FIRESTONE	$ 188.44	**$ 753.76**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	FIRESTONE	$ 107	**$ 963**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	DEESTONE	$ 148	**$ 296**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	REGENCY	$ 120.72	**$ 2,897.279**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
GDYR	$ 653.4	$ 5,880.599	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
GDYR	$ 708	$ 14,160.0	FIRESTONE	$ 647.26	**$ 12,945.2**	No Bid	No Bid	No Bid	maxam	$ 1,250.0	$ 25,000.0
GDYR	$ 916.55	$ 7,332.4	FIRESTONE	$ 728.27	**$ 5,826.16**	No Bid	No Bid	No Bid	maxam	$ 1,300.0	$ 10,400.0
GDYR	$ 1,371.0	$ 8,226.0	FIRESTONE	$ 1,301.06	$ 7,806.36	No Bid	No Bid	No Bid	maxam	$ 1,850.0	$ 11,100.0
GDYR	$ 2,477.0	$ 9,908.0	FIRESTONE	$ 2,077.61	$ 8,310.44	No Bid	No Bid	No Bid	maxam	$ 2,250.0	$ 9,000.0
GDYR	$ 1,371.0	**$ 21,936.0**	FIRESTONE	$ 1,704.96	$ 27,279.36	No Bid	No Bid	No Bid	maxam	$ 1,850.0	$ 29,600.0
No Bid	No Bid	No Bid	BRIDGEST(	$ 11,212.9	**$ 44,851.68**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	BRIDGEST(	$ 570.4	**$ 9,126.4**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
GDYR	$ 874.14	$ 3,496.56	FIRESTONE	$ 558.18	**$ 2,232.72**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
GDYR	$ 708	**$ 5,664.0**	FIRESTONE	$ 1,084.12	$ 8,672.96	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	BRIDGEST(	$ 5,802.93	$ 29,014.65	No Bid	No Bid	No Bid	maxam	$ 4,500.0	**$ 22,500.0**
No Bid	No Bid	No Bid	FIRESTONE	$ 2,387.29	$ 14,323.74	No Bid	No Bid	No Bid	maxam	$ 2,250.0	**$ 13,500.0**
No Bid	No Bid	No Bid	N/A	$ 150	$ 150	No Bid	No Bid	No Bid	1	$ 150	$ 150
GDYR	$ 125	$ 125	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	1	$ 250	$ 250
GDYR	$ 1.25	**$ 1.25**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	1	$ 3.75	$ 3.75
No Bid	No Bid	No Bid	N/A	$ 150	$ 150	No Bid	No Bid	No Bid	1	$ 150	$ 150

No Bid	No Bid	No Bid	FIRESTONE	$ 450.97	**$ 10,823.28**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	FIRESTONE	$ 845.92	$ 5,075.519	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	FIRESTONE	$ 787.5	$ 2,362.5	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	FIRESTONE	$ 1,754.89	$ 7,019.56	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	FIRESTONE	$ 1,100.6	$ 3,301.799	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	FIRESTONE	$ 454.53	$ 1,818.12	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	FIRESTONE	$ 1,551.25	$ 6,205.0	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	N/A	$ 25	**$ 25**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	N/A	$ 25	**$ 25**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
GDYR	$ 5	$ 5	N/A	$ 4	**$ 4**	n/a	$ 5	$ 5	1	$ 6.5	$ 6.5
GDYR	$ 10	**$ 10**	N/A	$ 12	$ 12	n/a	$ 25	$ 25	1	$ 11.5	$ 11.5
GDYR	$ 125	$ 125	Please see	$ 85	$ 85	n/a	$ 45	$ 45	1	$ 40	**$ 40**

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Purchasing and Contract Management
Project Summary

ITB 22-16700-SB Tire Purchase and Service for City Vehicles and Equipment

Notice was published in the Lubbock Avalanche Journal on July 10 and July 17, 2022.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on Bonfire-hub.com from July 8 to August 2, 2022.
19 vendors took documents from Bonfire-hub.com
16 vendors were notified separately.
6 vendors submitted bids.

AI# 11044
Regular City Council Meeting
10/11/2022:

6. 12.

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute Purchase Order 31069080, with C & C Manufacturing, for the purchase of a 2023 Aljon Series 600 Landfill Compactor, for the Solid Waste Landfill.

Item Summary

Purchase Order 31069080, in the amount of $1,101,084, is for a new 2023 Aljon Series 600 Landfill Compactor from C&C Manufacturing, LLC., of Centerville, Iowa. The compactor will be used at the City Landfill to move and compact refuse. It will replace a 2009 Landfill Compactor that is past its useful life.

This purchase is made through the Houston-Galveston Area Council (HGAC), Contract SM10-20. HGAC is a regional planning commission created under Acts of the 59th Legislature, Regular Session, 1965, recodified as Texas Local Government Code, Chapter 391. The HGAC program was established pursuant to the Texas Interlocal Cooperation Act that allows governmental and qualifying non-profit entities to use the Act to obtain commonly needed products and services. HGAC purchases conform to the requirements of Texas competitive bid statutes.

Fiscal Impact

This purchase, for $1,101,084.00, to C&C Manufacturing, is funded in the Capital Improvement Project 92783, General Fund Vehicle Replacement FY 2022-2023 Tax Note.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Dominic Esperat, Director of Fleet Operations

Attachments

Resolution - 31069080
PO 31069080
Budget Detail - 31069080
CIP Detail - 31069080

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 31069080 in accordance with HGAC SM10-20 for the purchase of Al-Jon 600 Landfill Compactor, by and between the City of Lubbock and C&C Manufacturing, LLC of Centerville, IA and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.PurchaseOrd 31069080 Al-Jon 600 Landfill Compactor
09.21.22

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 9/20/2022
Order Number 31069080 000 OP
Branch/Plant 3526

TO: C&C MANUFACTURING, LLC
PO BOX 220
CENTERVILLE IA 52544-0220

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK TX 79404

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 9/19/2022 Freight
Requested 4/20/2023 Taken By S BALLANCE
Delivery PER B RODRIGUEZ, REQ 59337 PUR16850/HGAC CONTRACT SM10-20

If you have any questions, please contact Breana Rodriguez: BRodriguez@mylubbock.us or 806-775-2374

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Al-Jon 600 Landfill Compactor	1.000	1,101,084.0000	EA	1,101,084.00	4/20/2023
SM1343A					

Total Order

Terms NET 30 1,101,084.00

INSURANCE REQUIRED:

Commercial General Liability: $1,000,000 per occurrence $2,000,000 General Aggregate. To Include: Completion/ OP, Personal and Advertising Injury, Contractual Liability, Fire Damage and Medical Expenses	Automotive Liability- $1,000,000/ occurrence Umbrella Form -Combined Single limit - $4,000,000 Worker's Compensation Amounts- Employers Liability$1,000,000
City of Lubbock is named as an Additional Insured on a primary and non-contributory basis with a waiver of subrogation in favor of the City of Lubbock on liability coverages except professional liabilities and workers' comp. To include products of completed operations endorsements. Waiver of subrogation are required for CGL, AL, and WC.	

This purchase order encumbers funds in the amount of $1,101,084.00 awarded to C&C Manufacturing LLC of Centerville, IA, on _____, 2022. The following is incorporated into and made part of this purchase order by reference: Quote dated September 13, 2022, from C&C Manufacturing LLC of Centerville, IA, and HGAC Contract SM10-20.
Resolution #_____

CITY OF LUBBOCK

_____
Tray Payne, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Rev. 3/2022

PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

ACCEPTANCE OF THIS PURCHASE ORDER:
CONTRACTOR ACKNOWLEDGES, by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between the City's terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

1. **SELLER** TO PACKAGE GOODS. Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. TITLE AND RISK OF LOSS. The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. NO REPLACEMENT OF DEFECTIVE TENDER. Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. INVOICES & PAYMENTS. a. S e l l e r shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.

6. GRATUITIES. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

7. SPECIAL TOOLS & TEST EQUIPMENT. If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

8. WARRANTY-PRICE. a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative. Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of viciation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY-PRODUCT. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub- Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

10. SAFETY WARRANTY. Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.

11. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS. As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.

12. NON APPROPRIATION. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.

13. RIGHT OF INSPECTION. Buyer shall have the right to inspect the goods at delivery before accepting them.

14. CANCELLATION. Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

15. TERMINATION. The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 14, herein.

16. FORCE MAJEURE. Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

17. ASSIGNMENT-DELEGATION. No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.

18. WAIVER. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

19. INTERPRETATION-PAROLE EVIDENCE. This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

20. APPLICABLE LAW. This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

21. RIGHT TO ASSURANCE. Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

22. INDEMNIFICATION. Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.

23. TIME. It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

24. MBE. The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.

25. NON-ARBITRATION. The City reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

26. RIGHT TO AUDIT. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

27. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management.

28. Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization

29. Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: http://www.ci.lubbock.tx.us/departmental-websites/departments/purchasing/vendor-information

30. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

31. No Boycott of Energy Companies. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott Energy Companies and will not boycott Energy Companies during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

32. No Boycott of a Firearm Entity or Firearm Trade Association. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott a Firearm Entity or Firearm Trade Association and will not boycott a Firearm Entity or Firearm Trade Association during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

33. Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization

34. TEXAS PUBLIC INFORMATION ACT. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

35. Pursuant to Section 552.301(c) of the Texas Government Code, the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request: orr@mylubbock.us. Please send this request to this email address for it to be processed

HGACBuy	CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases	Contract No.:	SM10-20	Date Prepared:	9/13/2022

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Lubbock Landfill	Contractor:	C&C MANUFACTURING LLC
Contact Person:	Dominic Esperat	Prepared By:	Greg Shockley
Phone:	575-546-8848	Phone:	479-629-6550
Fax:		Fax:	
Email:	desperat@mail.ci.lubbock.tx.us	Email:	greg.shockley@candcmfg.net

Catalog / Price Sheet Name:	ALJON SERIES LANDFILL COMPACTOR
General Description of Product:	Landfill Compactor SM1343A

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	Aljon Series 600 Landfill Compactor contract configuration as follows - 1.5X52X64 Ibeam wheels with 144	1,394,852	1394852
	Diamond cleats (10 inch) - 17 foot straight blade		0
			0
1	Fire Suppression	20,585	20585
1	Auto Lube	11,500	11500
1	2X52X64 I-Beam wheels	7,044	7044
1	160 pattern Diamond Cleats	15094	15094
1	12% contract discount	-17291	-17291
			0
			0
			0
			0
		Total From Other Sheets, If Any:	
		Subtotal A:	1431784

HGACBuy THE SMART PURCHASING SOLUTION

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
1	5 year 10,000 hour powertrain warranty	34,387	34387
1	Telematics	4,768	4768
1	Hardfacing on wheels	2384	2384
			0
		Total From Other Sheets, If Any:	
		Subtotal B:	41539

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	3%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Freight - Machine set up and Commissioning	25,580
Additional customer discount	-337,819
Trade in allowance Aljon ADV500 Serial number 30002	-60,000
Subtotal C:	-372239

Delivery Date:	**Estimated April 2023**	**D. Total Purchase Price (A+B+C):**	1101084

City of Lubbock, TX
Budget Summary
October 11, 2022

Capital Project Number:	92783
Capital Project Name:	General Fund Vehicle Replacement FY 22-23 Tax Note

	Budget
Encumbered/Expended	*0*
	$-
Agenda Item October 11, 2022	
Al-Jon 600 Compactor (5815)	1,101,084
	$1,101,084
Encumbered/Expended To Date	$1,101,084.00
Estimated Costs for Remaining Appropriation	
Vehicles and Equipment	3,674,000
Remaining Appropriation	3,674,000
Total Appropriation	$4,775,084

Project Name **General Fund Vehicle Replacement FY 2023 Tax Note** *Project Number* **92783**

Managing Department **Fleet Maintenance**

Project Manager **Dominic Esperat**

Project Classification **Replacement Equipment/Fleet**

Project Status **Approved**

Project Scope

This project is for the annual vehicle replacement for the General Fund.

5615 Fire Equipment Maintenance
(3) E-1 Pumper (Replacing 82009183, 82009192, and 82009193) - $2,700,000

5815 Solid Waste Disposal
(1) Landfill Compactor Aljon 600 (Replacing 92016007) - $1,101,084
(1) Track Dozer (Replacing 92013016) - $974,000

Replacement of vehicles and equipment that are at the end of their useful life.

Project Justification

Project History

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total Project Amount
Other Activities	0	4,775,084	0	0	0	0	0	4,775,084
Total Project Appropriation	0	4,775,084	0	0	0	0	0	4,775,084

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total Funding
FY 2023 General Fund Tax Note	0	4,775,084	0	0	0	0	0	4,775,084
Total Funding Sources	0	4,775,084	0	0	0	0	0	4,775,084

		Unappropriated Planning Years					
Operating Budget Impact	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total Impact
No Impact Anticipated	0	0	0	0	0	0	0
Total Operating Budget Impact	0	0	0	0	0	0	0

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute Purchase Order 31069158, with Kann Manufacturing, for the purchase of nine Commercial Side-Loader Trash Truck Bodies, for the Solid Waste Residential Collection Department.

Item Summary

This purchase order is for nine (9) Commercial Side-Loader Trash Truck Bodies from Kann Manfucaturing Corporation of Guttenberg, Iowa. These nine bodies will be installed on nine Cab & Chassis purchased separately by the City for the Solid Waste Department. Each Commercial Side Loader Body has a unit cost of $133,506.00 and the total cost for nine units will be $1,201,544.00.

This purchase is made through BuyBoard Contract 599-19. BuyBoard is a cooperative purchasing program that manages the solicitation requirements and offers an established network of awarded contracts that have been competitively bid. Cooperative purchasing authorized in Chapter 271 of the Local Government Code, allows a local government to participate in a cooperative purchasing program, and BuyBoard purchases conform to the requirements of Texas competitive bid statutes.

Fiscal Impact

This purchase, for $1,201,554.00, is funded in Capital Improvement Project 92787, General Fund Vehicle Replacement FY 2022-2023.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Dominic Esperat, Director of Fleet Operations

Attachments

Resolution - 31069158
PO 31069158
Budget Detail - 31069158
CIP Detail - 3169158

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 31069158 in accordance with BuyBoard Contract 599-19 for the purchase of commercial side loader bodies, by and between the City of Lubbock and Kann Manufacturing Corporation of Guttenburg, IA and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.PurchaseOrd 31069158 Commercial Side Loader Bodies
09.22.22

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 9/21/2022
Order Number 31069158 000 OP
Branch/Plant 3526

TO: KANN MANUFACTURING CORPORATION
PO BOX 400
GUTTENBERG IA 52052

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK TX 79404

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 9/21/2022 Freight

Requested 3/22/2024 Taken By S BALLANCE

Delivery PER B RODRIGUEZ, REQ 59338 PUR 16851/ BUYBOARD 599-19

If you have any questions, please contact Breana Rodriguez: BRodriguez@mylubbock.us or 806-775-2374

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Commercial Side Loader Bodies	9.000	133,506.0000	EA	1,201,554.00	3/22/2024

Total Order

Terms NET 30 DAYS 1,201,554.00

This purchase order encumbers funds in the amount of $1,201,554.00 awarded to Kann Manufacturing Corporation of Guttenburg, IA, on _____, 2022. The following is incorporated into and made part of this purchase order by reference: Quote dated September 16, 2022, from Kann Manufacturing Corporation of Guttenburg, IA, and BuyBoard Contract 599-19.

Resolution #_____

CITY OF LUBBOCK

_____
Tray Payne, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Kann Manufacturing Corporation
P.O. Box 400 - 210 Regent Street - Guttenberg, Iowa 52052
Phone: 563-252-2035 - Fax: 563-252-3069 - Email: sales@kannmfg.com

QUOTE

Date	Quote #
09/16/22	00008452

Quote To: CITY OF LUBBOCK

LUBBOCK, TX 79457-

Ship To: CITY OF LUBBOCK
206 MUNICIPAL DRIVE
LUBBOCK, TX 79403-

Contact DOMINIC
Customer 0012068
Telephone 806-775-2376 **Fax** 806-775-3085

Terms	Expiry Date	Salesperson	Ship Via
NET 30 DAYS	11/28/22	RT	DELIVER

Qty	Part #	Description	Unit price	Ext. Price
		BUYBOARD CONTRACT #599-19 BUYBOARD ITEM #10 CURB MASTER SERIES, SLEC SERIES 27-YD: COMMERCIAL SIDE-LOADER, EJECT UNLOADING, ROUND TOP		
9.0	3531545	BODY ASSY SSL TALL BLADE SLEC RR	64,335.000	579,015.00
9.0	3530709	PAINT, MISC MATL PPG#FDGH SLC	2,945.000	26,505.00
54.0	1800306-18	PPG#FDGH 90604 NC, INT WHT	150.000	8,100.00
9.0	4530098	SNGL HOOK LOAD OPT SLEC	2,925.000	26,325.00
9.0	3531115	LIGHTS, 1YD TG LED T/B SLEC RR	1,745.000	15,705.00
9.0	4530093	STROBE WHEELEN M6A, TLGT SLEC	305.000	2,745.00
9.0	4530092	BEACON WHEELEN L360, LWR TG LT BAR	560.000	5,040.00
9.0	4530094	7" RND AMB ARROW LIGHTS SLEC IYD	365.000	3,285.00
9.0	4530006	SIDE WORK LIGHTS, FENDER MNT	165.000	1,485.00
9.0	4530054	LOADING WORK LIGHTS LED, SLEC	198.000	1,782.00
9.0	4530091	CAMERA, (3) CONVOY 7" LCD 33'	2,435.000	21,915.00
9.0	4530200	REAR WORK LIGHTS LED, BTM LT BAR	166.000	1,494.00
9.0	4530107	OPTION, CMPCTR REV PRESS SWTCH	145.000	1,305.00
9.0	5530101	SLEC29YD FB CSL PTO/TP PETE 2021	37,367.000	336,303.00
9.0	5000192	SURCHARGE	16,000.000	144,000.00
9.0	FREIGHT		2,950.000	26,550.00

Kann Manufacturing Corporation
P.O. Box 400 - 210 Regent Street - Guttenberg, Iowa 52052
Phone: 563-252-2035 - Fax: 563-252-3069 - Email: sales@kannmfg.com

QUOTE

Sub Total:	1,201,554.00
Sales Tax:	0.00
Federal Excise Tax:	0.00
Freight:	0.00
Total:	1,201,554.00

-Customer is responsible for throttle advance programming if required.
- F.O.B. Kann Manufacturing Corporation. Freight charge is estimated based upon fuel cost at the time of quotation. The charge subject to change at the time of delivery.
- Modifications to customer supplied chassis will be at the customer's expense and will be added to the customer's invoice. Customers will be notified prior to any modifications.
- If Kann Manufacturing Corporation facilitates the customer purchase of a chassis, C.O.D. terms on both chassis and body will supercede all other specified terms found in this agreement.

*** Ordering Information:

Order date:_____ Number of Units Ordered:_____ Customer's P.O. #:_____

Customer Order Authorization Signature:_____

Kann Manager Authorization: RT

City of Lubbock, TX
Budget Summary
October 11, 2022

Capital Project Number:	92783
Capital Project Name:	General Fund Vehicle Replacement FY 22-23

		Budget
Encumbered/Expended		*0*
	$	-
Agenda Item October 11, 2022		
9 Units of Commercial Side Loader Bodies (5811)		1,201,554
	$	1,201,554
Encumbered/Expended To Date	$	1,201,554.00
Estimated Costs for Remaining Appropriation		
Vehicles and Equipment		4,402,112
Remaining Appropriation		4,402,112
Total Appropriation	$	5,603,666

Project Name **General Fund Vehicle Replacement FY 2022-23** *Project Number* **92787**

Managing Department **Fleet Maintenance**

Project Manager **Dominic Esperat**

Project Classification **Replacement Equipment/Fleet**

Project Status **Approved**

Project Scope
This project is for the annual vehicle replacement for the General Fund.

4211 Codes Administration
(3) 1/2 Ton Regular Cab 4X2 Pickup (Replacing 12010028, 12010034, and 12010036) - $105,000
(1) Mid Size SUV (Replacing 12008013) - $38,000

4311 Building Safety
(2) 1/2 Ton Extended Cab 4X2 Pickup (Replacing 12005118 and 12008133) - $74,000

4525 Traffic Operations
(2) Commercial Truck with Aerial Body (Replacing 52011045 and 52012007) - $350,000
(1) Crew Truck with Service Body & Crane (Replacing 62012001) - $110,000

4531 Paved Streets
(1) Class 7 Commercial Truck with Pothole Patcher (Replacing 82010188) - $200,000
(2) Commercial Truck with Dump Body (Replacing 72003186 and 72003188) - $350,000

4541 Engineering Inspection Services
(2) 1/2 Ton Extended Cab 4X2 Pickup (Replacing 12011148 and NEW) - $74,000
(1) 1/2 Ton Regular Cab 4X2 Pickup (Replacing 12002074) - $35,000

5221 Park Maintenance
(1) 1 Ton regular Cab 4X4 Pickup with Flatbed (Replacing 32006153) - $70,000
(1) 1/2 Ton Extended Cab 4X4 Pickup (Replacing 22008124) - $44,000
(3) 1/2 Ton Regular Cab 4X2 Pickup (Replacing 12000041, 12002073, and 12003100) - $105,000
(1) ATV (Replacing 92011128) - $7,000
(2) Enclosed Cargo Trailer (Replacing 01992129 and 01993161) - $30,000
(1) Tractor (Replacing 91997138) - $28,000
(1) UTV Side by Side 4X2 (Replacing 92004100) - $12,000
(1) UTV Side by Side 4X4 (Replacing 92008139) - $14,000

5225 Community Recreation
(1) 1/2 Ton Regular Cab 4X2 Pickup (Replacing 12000051) - $35,000

5311 Animal Services
(1) 3/4 Ton Regular Cab 4X2 Pickup (Replacing 22013033) - $41,500
(1) Animal Control Unit Body (Replacing 22011118) - $33,000
(2) 3/4 Ton Regular Cab 4X2 Chassis & Animal Control Unit Body (NEW) - $147,166

5615 Fire Equipment Maintenance
(4) 1/2 Ton Quad Cab 4X4 Pickup (Replacing 12007133, 12009167, 12010002, and 12011146) - $180,000
(1) 10,000 lbs. Diesel Forklift (Replacing 91998001) - $60,000
(1) Light Duty Vehicle (NEW) - $40,000

5731 Police Investigations
(1) 3/4 Ton Extended Cab 4X2 Pickup (Replacing 12006129) - $46,000

5811 Residential Collection
(6) ASL or Commercial Side Loader (Replacing 82012018, 82014006, 82014014, 82014031, 82015012, and 82015019) - $2,490,000

5812 Alley Maintenance
(1) Commercial Dump Truck (Replacing 82008180) - $225,000
(1) Motor Grader (Replacing 92001031) - $300,000

5819 Recycling Collections
(1) Commercial Truck with Rolloff Body (Replacing 82010001) - $210,000
(1) Container Truck (Replacing 82007131) - $150,000

Replacement of vehicles and equipment that are at the end of their useful life.

Project Justification

Project History

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total Project Amount
Other Activities	0	5,603,666	0	0	0	0	0	5,603,666
Total Project Appropriation	0	5,603,666	0	0	0	0	0	5,603,666

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total Funding
FY 2023 General Fund Cash	0	5,603,666	0	0	0	0	0	5,603,666
Total Funding Sources	0	5,603,666	0	0	0	0	0	5,603,666

		Unappropriated Planning Years					
Operating Budget Impact	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total Impact
No Impact Anticipated	0	0	0	0	0	0	0
Total Operating Budget Impact	0	0	0	0	0	0	0

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute Purchase Order 31069161, with Chastang Enterprises Inc., for the purchase of three 2023 Autocar DC-64 Cab & Chassis, for the Solid Waste Residential Collection Department.

Item Summary

This Purchase Order is for three 2023 Autocar DC-64 Cab & Chassis, from Chastang Enterprises Inc., of Houston, Texas. The three cab & chassis will have three commercial side-loader trash truck bodies installed on them. Each cab & chassis has a unit cost of $174,716, for a total equipment cost of $524,148. The Purchase Order for $524,548 includes a $400 Buyboard fee.

This purchase is made through BuyBoard Contract 601-19. BuyBoard is a cooperative purchasing program that manages the solicitation requirements and offers an established network of awarded contracts that have been competitively bid. Cooperative purchasing authorized in Chapter 271 of the Local Government Code, allows a local government to participate in a cooperative purchasing program, and BuyBoard purchases conform to the requirements of Texas competitive bid statutes.

Fiscal Impact

This purchase, for $524,548.00, is funded in Capital Improvement Project 92787 General Fund Vehicle Replacement FY 2022-23.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Dominic Esperat, Director of Fleet Operations.

Attachments

Resolution - 31069161
Purchase Order 31069161
Budget Detail - 31069161
CIP Detail - 31069161

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 31069161 in accordance with BuyBoard Contract 601-19 for the purchase of 2023 Autocar DC64 conventional cab for use with commercial side load body, by and between the City of Lubbock and Chastang Autocar of Houston, TX and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.PurchaseOrd 31069161 2023 Autocar DC64 Conventional Cab
09.26.22

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 9/22/2022
Order Number 31069161 000 OP
Branch/Plant 3526

TO: CHASTANG AUTOCAR
PO BOX 21127
HOUSTON TX 77226-1127

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK TX 79404

INVOICE TO: **CITY OF LUBBOCK**
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 9/22/2022 Freight
Requested 1/22/2024 Taken By S BALLANCE
Delivery PER B RODRIGUEZ, REQ 59342 PUR 16853/ BUYBOARD 601-19

If you have any questions, please contact Breana Rodriguez: BRodriguez@mylubbock.us or 806-775-2374

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
2023 Autocar DC64 Conventional Cab for Use with Commercial Side Load Body	3.000	174,716.0000	EA	524,148.00	1/22/2024
Buyboard Fee	1.000	400.0000	EA	400.00	1/22/2024

Total Order

Terms NET 30 524,548.00

This purchase order encumbers funds in the amount of $524,548.00 awarded to Chastang Autocar of Houston, TX, on _____, 2022. The following is incorporated into and made part of this purchase order by reference: Quote dated September 19, 2022, from Chastang Autocar of Houston, TX, and BuyBoard Contract 601-19.

Resolution #_____

CITY OF LUBBOCK

_____
Tray Payne, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Rev. 3/2022

PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

ACCEPTANCE OF THIS PURCHASE ORDER:
CONTRACTOR ACKNOWLEDGES, by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between the City's terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

1. **SELLER** TO PACKAGE GOODS. Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. TITLE AND RISK OF LOSS. The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. NO REPLACEMENT OF DEFECTIVE TENDER. Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. INVOICES & PAYMENTS. a. S e l l e r shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.

6. GRATUITIES. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

7. SPECIAL TOOLS & TEST EQUIPMENT. If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

8. WARRANTY-PRICE. a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative. Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of viciation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY-PRODUCT. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub- Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

10. SAFETY WARRANTY. Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.

11. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS. As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.

12. NON APPROPRIATION. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.

13. RIGHT OF INSPECTION. Buyer shall have the right to inspect the goods at delivery before accepting them.

14. CANCELLATION. Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

15. TERMINATION. The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 14, herein.

16. FORCE MAJEURE. Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

17. ASSIGNMENT-DELEGATION. No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.

18. WAIVER. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

19. INTERPRETATION-PAROLE EVIDENCE. This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

20. APPLICABLE LAW. This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

21. RIGHT TO ASSURANCE. Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

22. INDEMNIFICATION. Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.

23. TIME. It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

24. MBE. The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.

25. NON-ARBITRATION. The City reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

26. RIGHT TO AUDIT. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

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29. Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: http://www.ci.lubbock.tx.us/departmental-websites/departments/purchasing/vendor-information

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34. TEXAS PUBLIC INFORMATION ACT. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

35. Pursuant to Section 552.301(c) of the Texas Government Code, the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request: orr@mylubbock.us. Please send this request to this email address for it to be processed

Chastang

AUTOCAR

Chastang Enterprises, Inc.
6200 N. Loop East
Houston, TX 77026
713.678.5000

TEXAS LOCAL GOVERNMENT PUCHASING COOPERATIVE

CUSTOMER:	City of Lubbock	QUOTE DATE:	9/19/2022
CONTACT	Dominic Esperat	QUOTED BY:	Carl Norberg
PHONE:	806-775-2370	PHONE:	713-678-5060 512-557-7453
EMAIL:	desperat@mylubbock.us	EMAIL:	cnorberg@chastangford.com

ITEM DESCRIPTION:	2023 Autocar DC64 conventional cab commensurate for use with Commercial Side Load body		
CONTRACT:	BuyBoard	PROPOSAL:	601-19

CHASSIS EQUIPMENT

STANDARD EQUIPMENT	STANDARD EQUIPMENT
Single LH Drive Cab	Air Conditioning
Tilt/Telescope Steering Column	Technical Training Manuals
Cummins L9 350HP	Autocar 24/7 Tech Support

OPTIONAL EQUIPMENT	OPTIONAL EQUIPMENT
Cummins L9 330 HP	Auto Neutral Trans and programming
Allison 3500 Series 6 Speed Transmission	Autocar Advanced Diagnostic Display
Air Filter w/ Safety Element	Cummins VGT Ehxuast Brake
46,000 Rear Suspension	Auxiliary Load Cushions
Chrome, Hood-mounted Mirrors	Engine Block Heater
Trans-mount PTO Prep	Heated, Moto Mirrors
Hendrickson 20K Front Axle and Suspension	16.5x7 Front Brakes
Rear Tandem Locking Differential	16.5x8.62 Rear Brakes
Severe Duty Main Frame	Engine Oil Pan Guard
Sears Air Ride Driver's Seat	WB/BT Stereo
Heated Fuel/Water Seperator	Standard Engine Warranty
3-Man Bench Seating	Standard Transmission Warranty

CHASSIS TOTAL	174716

BODY EQUIPMENT

BODY VENDOR:		PROPOSAL NO.		ITEM NO.		ITEM PRICE:	
BODY MFG:		MODEL:		TYPE:		CAPACITY:	

OPTIONAL EQUIPMENT	COST	OPTIONAL EQUIPMENT	COST
		BODY OPTIONS	0
		BODY TOTAL	0

Submit Approved Quote to BuyBoard:
Fax: 800-211-5454 Email: info@buyboard.com

ESTIMATED DELIVERY	Chassis Complete Est. Jan. 2024

UNIT PRICE	174716
QUANTITY	3
CONTRACT FEE (per PO)	400
TOTAL PURCHASE	524548

City of Lubbock, TX
Budget Summary
October 11, 2022

Capital Project Number:	92783
Capital Project Name:	General Fund Vehicle Replacement FY 22-23

		Budget
Encumbered/Expended		
9 Units of Commercial Side Loader Bodies (5811)		1,201,554
Agenda Item October 11, 2022		
Three (3) Units of Autocar DC64 Cab (5811)		524,148
BuyBoard Fee		400
	$	524,548
Encumbered/Expended To Date	$	1,726,102
Estimated Costs for Remaining Appropriation		
Vehicles and Equipment		3,877,564
Remaining Appropriation		3,877,564
Total Appropriation	$	5,603,666

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 9/22/2022
Order Number 31069161 000 OP
Branch/Plant 3526

TO: CHASTANG AUTOCAR
PO BOX 21127
HOUSTON TX 77226-1127

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK TX 79404

INVOICE TO: **CITY OF LUBBOCK**
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 9/22/2022 Freight
Requested 1/22/2024 Taken By S BALLANCE
Delivery PER B RODRIGUEZ, REQ 59342 PUR 16853/ BUYBOARD 601-19

If you have any questions, please contact Breana Rodriguez: BRodriguez@mylubbock.us or 806-775-2374

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
2023 Autocar DC64 Conventional Cab for Use with Commercial Side Load Body	3.000	174,716.0000	EA	524,148.00	1/22/2024
Buyboard Fee	1.000	400.0000	EA	400.00	1/22/2024

Total Order

Terms NET 30 524,548.00

This purchase order encumbers funds in the amount of $524,548.00 awarded to Chastang Autocar of Houston, TX, on _____, 2022. The following is incorporated into and made part of this purchase order by reference: Quote dated September 19, 2022, from Chastang Autocar of Houston, TX, and BuyBoard Contract 601-19.

Resolution #_____

CITY OF LUBBOCK

_____
Tray Payne, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Rev. 3/2022

PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

ACCEPTANCE OF THIS PURCHASE ORDER:
CONTRACTOR ACKNOWLEDGES, by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between the City's terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

1. **SELLER** TO PACKAGE GOODS. Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. TITLE AND RISK OF LOSS. The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. NO REPLACEMENT OF DEFECTIVE TENDER. Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. INVOICES & PAYMENTS. a. S e l l e r shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.

6. GRATUITIES. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

7. SPECIAL TOOLS & TEST EQUIPMENT. If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

8. WARRANTY-PRICE. a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative. Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of viciation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY-PRODUCT. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub- Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

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32. No Boycott of a Firearm Entity or Firearm Trade Association. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott a Firearm Entity or Firearm Trade Association and will not boycott a Firearm Entity or Firearm Trade Association during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

33. Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization

34. TEXAS PUBLIC INFORMATION ACT. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

35. Pursuant to Section 552.301(c) of the Texas Government Code, the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request: orr@mylubbock.us. Please send this request to this email address for it to be processed

Chastang

AUTOCAR

Chastang Enterprises, Inc.
6200 N. Loop East
Houston, TX 77026
713.678.5000

TEXAS LOCAL GOVERNMENT PUCHASING COOPERATIVE

CUSTOMER:	City of Lubbock	QUOTE DATE:	9/19/2022
CONTACT	Dominic Esperat	QUOTED BY:	Carl Norberg
PHONE:	806-775-2370	PHONE:	713-678-5060 512-557-7453
EMAIL:	desperat@mylubbock.us	EMAIL:	cnorberg@chastangford.com

ITEM DESCRIPTION:	2023 Autocar DC64 conventional cab commensurate for use with Commercial Side Load body		
CONTRACT:	BuyBoard	PROPOSAL:	601-19

CHASSIS EQUIPMENT

STANDARD EQUIPMENT	STANDARD EQUIPMENT
Single LH Drive Cab	Air Conditioning
Tilt/Telescope Steering Column	Technical Training Manuals
Cummins L9 350HP	Autocar 24/7 Tech Support

OPTIONAL EQUIPMENT	OPTIONAL EQUIPMENT
Cummins L9 330 HP	Auto Neutral Trans and programming
Allison 3500 Series 6 Speed Transmission	Autocar Advanced Diagnostic Display
Air Filter w/ Safety Element	Cummins VGT Ehxuast Brake
46,000 Rear Suspension	Auxiliary Load Cushions
Chrome, Hood-mounted Mirrors	Engine Block Heater
Trans-mount PTO Prep	Heated, Moto Mirrors
Hendrickson 20K Front Axle and Suspension	16.5x7 Front Brakes
Rear Tandem Locking Differential	16.5x8.62 Rear Brakes
Severe Duty Main Frame	Engine Oil Pan Guard
Sears Air Ride Driver's Seat	WB/BT Stereo
Heated Fuel/Water Seperator	Standard Engine Warranty
3-Man Bench Seating	Standard Transmission Warranty

CHASSIS TOTAL	174716

BODY EQUIPMENT

BODY VENDOR:		PROPOSAL NO.		ITEM NO.		ITEM PRICE:	
BODY MFG:		MODEL:		TYPE:		CAPACITY:	

OPTIONAL EQUIPMENT	COST	OPTIONAL EQUIPMENT	COST
		BODY OPTIONS	0
		BODY TOTAL	0

Submit Approved Quote to BuyBoard:
Fax: 800-211-5454 Email: info@buyboard.com

ESTIMATED DELIVERY	Chassis Complete Est. Jan. 2024

UNIT PRICE	174716
QUANTITY	3
CONTRACT FEE (per PO)	400
TOTAL PURCHASE	524548

Information

Agenda Item

Resolution - Lubbock Fire Rescue: Consider a resolution authorizing the Mayor to execute Purchase Order 10025760 and related documents, with Eaton Corporation, for Uninterrupted Power Supply (UPS) battery replacement, labor, related equipment, fees, and expenses.

Item Summary

Lubbock Fire Rescue utilizes the Eaton Uninterrupted Power Supply (UPS) that provides backup power and scalable runtime for the Emergency Operations Center, including Fire and Lubbock Power & Light Communication Centers.

The batteries that currently provide power supply, are the original ones from the equipment installation, and have reached the end of their service life, therefore, replacement is required. In maintaining optimal performance and continued reliability, the service contract calls for the removal, disposal, and replacement of 160 Eaton Valve Regulated lead-Acid (VRLA) batteries. Services will be performed by factory-trained technicians through Eaton Corporation of Grapevine, Texas.

Eaton Corporation is a Sole Source Vendor.

Fiscal Impact

$83,922.64 for this Purchase Order is budgeted in the Approved FY 2022-23 Budget for Lubbock Fire Rescue.

Staff/Board Recommending

Anthony Fogerson, Fire Chief

Attachments

Resolution
Purchase Order

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. **PO 10025760**, encumbering funds in the amount of **$83,922.64**, awarded to **Eaton Corporation, 29085 Network Place, Chicago, IL 60673-1290,** as a **SOLE SOURCE VENDOR**, for **UPS Battery Replacement/Labor,** and related equipment, fees and expenses, and related documents.

Passed by the City Council this _____ 2022.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Shaun Fogerson, Fire Rescue Chief

APPROVED AS TO FORM:

_____
John C. Grace, Assistant City Attorney

S:\cityatt\CCDOCS\RES FireRescue Eaton Corp - UPS Batteries 2022.doc

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 9/13/2022
Order Number 10025760 000 OP
Branch/Plant 5619

TO: EATON CORPORATION
29085 NETWORK PLACE
CHICAGO IL 60673-1290

SHIP TO: CITY OF LUBBOCK
CENTRAL FIRE STATION COMPLEX
1515 E URSULINE ST
LUBBOCK TX 79403

INVOICE TO: **CITY OF LUBBOCK**
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 9/13/2022 Freight

Requested 9/13/2022 Taken By YBUSBY

Delivery PER R SALAZAR REQ 59263 PUR 16825/SOLE SOURCE

If you have any questions contact Raul Salazar:rsalazar@mylubbock.us Phone 806-775-3176

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
UPS Battery Replacement/Labor	160.000	524.5165	EA	83,922.64	10/28/2022

Total Order 83,922.64

Terms NET DUE ON RECEIPT

Insurance required for this project listed in Attachment A

This purchase order encumbers funds in the amount of $83,922.64 awarded to Eaton Corporation of Chicago, IL, on _____, 2022. The following is incorporated into and made part of this purchase order by reference: Quote dated August 30, 2022, from Eaton Corporation of Chicago, IL and Sole Source.
Resolution #_____

CITY OF LUBBOCK

_____
Tray Payne, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Powering Business Worldwide

Eaton UPS Service Quote: 395893-3
Quote Date: 09/20/2022
(Effective until 10/20/2022)

Curtis Mitchell, Sr. Service Sales Representative
Eaton Corporation
637 Westport Pkwy
Suite 200
Grapevine, TX 76051
972-342-1568
Email: curtisjmitchell@eaton.com

Prepared For:
Billing Contact: Rob Keinast, Deputy Chief
Billing Company: City OF Lubbock Fire Rescue
1515 E Ursuline
Lubbock, TX 79403
806-535-4156
Email: rkeinast@mylubbock.us

For Covered Equipment at Site:
Site Contact: Rob Keinast, Deputy Chief
Site Company: City OF Lubbock Fire Rescue
1515 E Ursuline
Lubbock, TX 79403
806-535-4156
Email: rkeinast@mylubbock.us

We are pleased to provide the following services proposal for your power quality equipment. Please refer to the Scopes of Work (SOW) for descriptions of service coverage and exclusions. Eaton Corporation terms and conditions (Eaton Corp. Service Agreement T-0 attachment) govern this proposal, and any purchase order submitted to Eaton pursuant thereto. Additional or different terms proposed by Buyer, whether in its purchase order or otherwise, shall not be binding upon Eaton Corporation and are hereby rejected unless expressly agreed to in writing by Eaton Corporation. Eaton Corporation cannot be held liable, and Buyer shall not be entitled to any damages and/or indemnifications, in case Eaton Corporation is prevented, hindered or delayed from or in performing any of its obligations resulting from the impact of the outbreak of COVID-19 for reasons not attributable to Eaton Corporation.

Serial Number	New/Renewal	Model Description	Battery Type, Quantity	Coverage Type
EL374CCC10	N	9390-100-120	VRLA Sealed, 160	Battery Labor Adder

Quantity 1, Eaton 9390-100-120, VRLA Sealed, 160

Coverage Start Date: 10/1/22 **Coverage End Date:** 9/30/2025 **Term:** 3 Years

	Unit List Price	Unit Net Price	Extended Net Price
PWHR12540W4FR, Corrective Labor Coverage extended from 1 to 3-yrs (BL07CBXX)	**$3,732.00**	**$2,425.80**	**$2,425.80**
• N/A Response Time			
• EOSL Status Active; Moving to Best Effort on Jan 1, 2027			
Contract Subtotal:	**$3,732.00**	**$2,425.80**	**$2,425.80**
Battery Replacement Items			
• 1x PWHR12540W4FR, 7x24 Battery Replacement, 160 Jars (153700004-002)	$147,505.60	$81,496.84	$81,496.84
Supporting Documents: T-0, R-9, W-1, R-11, R-13			
Battery Replacement Subtotal:	**$147,505.60**	**$81,496.84**	**$81,496.84**
9390-100-120 Total Price:	**$151,237.60**	**$83,922.64**	**$83,922.64**

Site Location	Model	Serial Number	Quantity	
City OF Lubbock Fire Rescue	9390-100-120	EL374CCC10	1	$83,922.64
		Subtotal:	**1**	**$83,922.64**

	List Price	Net Price
Grand Total Price:	**$151,237.60**	**$83,922.64**

Did you know? Eaton has PredictPulse remote monitoring and a suite of professional assessment and testing services (Load Bank, IR Scan, PQ Meter) that take traditional preventive maintenance to the next level by proactively identifying issues for greater peace of mind. Learn more at Eaton.com/UPSservices

Dollars Saved[1]:	**$67,314.96**	

[1] Applicable Discounts: Multi Battery Replacement, 35.00% Negotiated

- Contract Payment Terms: Net 30 days, Billing Cycle: Payment Upfront
- Non Contract Payment Terms: Net 30 days, Billing Cycle: Upon Completion
- Important Tax Notice: Tax is not included in the above purchase price. All orders will be subject to all applicable sales tax unless a current tax exemption certificate is on file covering the state shown in the ship-to address or service equipment location.
- To purchase (renew) your service contract, please sign and date below.
- Return all attachments with purchase order for **Eaton products** to:
  - Eaton Corporation, 8609 Six Forks Road, Raleigh, NC 27615, Tel 800/843-9433, Fax 800/228-1899.
  - Make Payments for Eaton products to: Eaton Corporation, 29085 Network Place, Chicago, IL 60673-1290
- Return all attachments with purchase order for **PDI products** to:
  - PDI products to: Power Distribution, Inc. (PDI), 4200 Oakleys Court, Richmond, VA 23223
  - Make Payments for PDI products to: Power Distribution, Inc. (PDI), 4200 Oakleys Court, Richmond, VA 23223

Accepted By: Name Title Date Purchase Order Number
Print Name:

Did you know? Eaton has PredictPulse remote monitoring and a suite of professional assessment and testing services (Load Bank, IR Scan, PQ Meter) that take traditional preventive maintenance to the next level by proactively identifying issues for greater peace of mind. Learn more at Eaton.com/UPSservices

Auto Liability Requirements: $1M/occurrence is needed.

Commercial General Liability Requirements: $1M occurrence / $2M aggregate (can be combined with an Excess Liability to meet requirement). Commercial General Liability to include Products-Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).

Professional Liability Requirements: $1M occurrence / $2M aggregate.

Workers Compensation Requirements: Statutory. If the vendor is an independent contractor with no employees and are exempt from providing Workers' Compensation coverage, they must sign a waiver (obtained from COL Purchasing) and include a copy of their driver's license. Employer Liability ($1) is required with Workers Compensation.

* The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp.
* Waivers of Subrogation are required for CGL, AL, and WC.
* To Include Products of Completed Operations endorsement.
* Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment.
* Carriers must meet a A.M. Best rating of A- or better.
* Subcontractors must carry same limits as listed above.

AI# 11031
Regular City Council Meeting 6. 16.
10/11/2022:

Information

Agenda Item

Ordinance 2nd Reading - City Manager: Consider Ordinance No. 2022-O0143, adding Section 22.01.004 of the Code of Ordinances of the City of Lubbock, related to over or under billing for utility services, other than electric or gas utilities; and adding Section 22.01.005 related to the proration of bills.

Item Summary

On September 27, 2022, the City Council approved the first reading of the ordinance.

City of Lubbock staff has been working with LP&L staff to align utility billing practices to provide an improved customer service experience. The proposed ordinance will add Section 22.01.004 to the Code of Ordinances which will address over and under billing procedures. If amounts billed for city utilities are different from the City's approved rates, a billing adjustment may be calculated by the City when a bill is over or under as follows:

1. Over Billing. If the customer was over billed, an adjustment may be made for the entire period of over billings up to six (6) months preceding the discovery of the billing error.

2. Under Billing. If the customer was under billed, the City may bill the customer for the under billed amount. The back billing will not exceed a period of six (6) months preceding the discovery unless such billing is a result of meter tampering, bypass, unauthorized use of services, or theft of services.

The proposed ordinance also adds Section 22.01.005 to the Code of Ordinances which will address the proration of bills. This ordinance will authorize the City Manager to adopt policies and procedures to prorate monthly fees for city utilities.

Overall, this ordinance will allow the City of Lubbock to align billing practices related to over and under billing, as well as proration of monthly fees with LP&L, therefore providing an improved customer service experience.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager

Attachments

Ordinance

ORDINANCE NO._____

AN ORDINANCE ADDING SECTION 22.01.004 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK RELATED TO OVER OR UNDER BILLING FOR UTILITY SERVICES, OTHER THAN ELECTRIC OR GAS UTILITIES; ADDING SECTION 22.01.005 RELATED TO THE PRORATION OF BILLS; PROVIDING FOR PUBLICATION; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interest of the citizens of the City of Lubbock to amend the Code of Ordinances related to the over or under billing for utility services, other than electric or gas utilities and related to the proration of bills; NOW THEREFORE:

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

SECTION 1. That the Code of Ordinances, City of Lubbock, Texas, is hereby amended by adding a section, to be numbered 22.01.004, which said section reads as follows:

Sec. 22.01.004 Over Billing or Under Billing.

If amounts billed for utility services, other than electric or gas utilities, are different than the City's approved rates, or if the City fails to bill the customer for services, a billing adjustment may be calculated by the City when such over or under billing is discovered by the City in the following manner:

(1) Over Billing. If the customer was over billed, an adjustment may be made for the over billings up to six (6) months preceding the discovery of the billing error.

(2) Under Billing. If the customer was under billed, the City may bill the customer for the under billed amount. The back billing will not exceed a period of six (6) months preceding the discovery unless such billing is a result of meter tampering, bypass, unauthorized use of services, or theft of services.

SECTION 2. That the Code of Ordinances, City of Lubbock, Texas, is hereby amended by adding a section, to be numbered 22.01.005, which said section reads as follows:

Sec. 22.01.005 Prorating Bills.

Utility services, other than electric or gas utilities, may prorate monthly fees according to policies and procedures adopted by the City Manager.

SECTION 3. THAT should any section, paragraph, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 4. THAT the City Secretary of the City of Lubbock is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on the _____ day of _____, 2022.

Passed by the City Council on second reading on the _____ day of _____, 2022.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

Information

Agenda Item

Resolution - City Manager: Consider a resolution authorizing the Mayor to approve the New Hope Cultural Education Facilities Finance Corporation's accepting a tax-exempt loan and execution of a note in evidence thereof, to obtain funds on behalf of the Red Raider Facilities Foundation, to finance Jones Stadium and Related Facilities Improvement and Expansion, and other matters in connection therewith.

Item Summary

On July 11, 2022, Texas Tech University (TTU) announced plans to expand and renovate the southern end zone of Jones AT&T Stadium beginning in late 2022. While fundraising efforts are underway to defray the overall cost to the University, the construction of the new facilities is being managed through the Red Raider Facilities Foundation, Inc. (RRFF), a Texas non-profit corporation organized under Chapter 22 of the Texas Business Organizations Code and recognized as a non-profit corporation under the Internal Revenue Code Section 501(c)(3). By using this arrangement between TTU and the RRFF, the RRFF is eligible to use tax-exempt financing through the Tax Equity and Fiscal Responsibility Act (TEFRA) of 1982.

Since the RRFF is not a governmental entity that can independently issue tax-exempt debt under the TEFRA, the RRFF must have an authorized, eligible entity issue tax-exempt on their behalf, which is commonly referred to as "conduit debt." The RRFF hired McCall, Parkhurst & Horton LLP (McCall) as their bond counsel to navigate this tax-exempt debt financing mechanism. McCall and the RRFF came to an agreement with the Town of New Hope Cultural Education Facilities Finance Corporation (Corporation) to issue a 24-month tax-exempt drawdown construction loan in the maximum amount of $225 million to finance the costs of designing, redeveloping, constructing, and equipping the south end zone at Jones AT&T Stadium and a new athletic training facility on TTU's campus, to fund capitalized interest on the loan, and to pay the costs of obtaining the loan. The City of Lubbock will have no part, or bear any responsibility, for the financing of the planned South End Zone Project.

Because of Section 147(f) of the Internal Revenue Code, the project and the loan must be approved by the applicable elected representative of the governmental unit in which the financed facility is located. The Mayor of the City of Lubbock, therefore, is being requested as the applicable elected representative of the City to approve both the Corporation's incurrence of the construction loan and the South End Zone Project, which is being managed by the RRFF. The authorization to approve the loan and the project is made solely for the purpose of satisfying the requirements of Section 147(f) and for no other purpose, and shall not be construed as a representation, warranty or other undertaking of any kind by the City, the Mayor, or the City Council with respect to the loan or the project.

Fiscal Impact

The City of Lubbock has no financial obligation as a party to this agreement. The financial obligation is between the New Hope Cultural Education Facilities Finance Corporation and the Red Raider Facility Foundation.

Staff/Board Recommending
D. Blu Kostelich - Chief Financial Officer

Attachments

Resolution - Red Raider Facilities Foundation Inc TEFRA Approval
Certificate of Resolution - Red Raider Facilities Foundation Inc TEFRA Approval
Certificate of Mayor - Red Raider Facilities Foundation Inc TEFRA Approval

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUBBOCK, TEXAS, AUTHORIZING THE MAYOR TO APPROVE THE NEW HOPE CULTURAL EDUCATION FACILITIES FINANCE CORPORATION'S ACCEPTNG A TAX-EXEMPT LOAN AND EXECUTION OF A NOTE IN EVIDENCE THEREOF TO OBTAIN FUNDS ON BEHALF OF THE RED RAIDER FACILITIES FOUNDATION TO FINANCE JONES STADIUM AND RELATED FACILITIES IMPROVEMENT AND EXPANSION AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the New Hope Cultural Education Facilities Finance Corporation (the *Corporation*) was created pursuant to the Cultural Education Facilities Finance Corporation Act, Article 1528m, Vernon's Revised Civil Statutes, as amended (now codified at Chapter 337, as amended, Texas Local Government Code and herein referred to as the *Act*), and has the power, authority and right borrow and lend money for its corporate purpose, which includes financing the costs of acquiring and improving real and personal that is found by the Issuer's governing body to be necessary or convenient to finance, refinance, acquire, construct, enlarge, remodel, renovate, improve, furnish, or equip for cultural education or community benefit that, among other purposes, promotes and educates about health and physical fitness; and

WHEREAS, Red Raider Facilities Foundation, Inc., a Texas non-profit corporation organized under Chapter 22, as amended, Texas Business Organizations Code and a recognized non-profit corporation under Internal Revenue Code Section 501(c)(3) (the *Borrower*), has requested that the Corporation, pursuant to the Act and a tri-party loan agreement (the *Loan Agreement*) among the Corporation, the Borrower, and Truist Bank (the *Bank*), incur a tax-exempt, drawdown construction loan in the maximum amount of $225,000,0000 (the *Loan*) and further loan the proceeds therefrom to the Borrower to provide to the Borrower funds to (a) finance the costs of designing, redeveloping, constructing and equipping the south end zone at Jones AT&T Stadium and a new athletic training facility on the campus of Texas Tech University, (b) fund capitalized interest on the Loan, and (c) pay the costs of obtaining the Loan (collectively, the *Project*); and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the *Code*), requires that the Loan and the Project be approved by the "applicable elected representative" of the governmental unit in which the financed facility is located after a public hearing following reasonable public notice in accordance with the Code and associated regulations (*Notice*); and

WHEREAS, the Mayor of the City of Lubbock, Texas (the *City*), as the applicable elected representative of the City, has been requested to approve the Corporation's incurrence of the Loan and the Project in accordance with the requirements of the Code, and shall be furnished with evidence of the Notice and minutes of the public hearing conducted in connection therewith; and

WHEREAS, the Council desires to hereby authorize the Mayor to approve the issuance of the Loan and the Project; and

WHEREAS, the actions of the Corporation with respect to the Project and the Loan (including the incurrence of the Loan and the execution and delivery of the Loan Agreement) and the action of the Mayor and the Council with respect to the matters described herein will create no liability for the City, the Mayor, or the Council, and the Council desires to authorize the Mayor to execute the required approval in connection with the incurrence of the Loan and Borrower's pursuit of the Project.

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

SECTION 1

The Mayor of the City is hereby authorized to approve the Corporation's incurrence of the Loan and the Borrower's pursuit of the Project, for the limited purposes stated herein, and to execute and deliver such approval as requested.

SECTION 2

The authorization to approve the Loan and the Project is made for the sole purpose of satisfying the requirements of Section 147(f) of the Code, and for no other purpose and shall not be construed as a representation, warranty or other undertaking of any kind by the City, the Mayor, or the Council in respect of the Loan or the Project. The Loan shall not constitute an obligation of the City or a pledge of its faith and credit, and the City shall not be obligated to pay the Loan (including principal thereof, interest thereon, or fees and expenses associated therewith) or otherwise incur any liability in respect thereof.

SECTION 3

The Mayor and City Secretary of the City and other officers of the City are hereby authorized to execute and deliver such instruments, certificates or documents necessary or advisable to carry out the intent and purpose of this resolution.

SECTION 4

This Resolution shall take effect immediately upon its passage and shall continue in force and effect from the date hereof.

Passed by the City Council this _____ day of _____, 2022.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

Amy L. Sims, Assistant City Attorney

CERTIFICATE OF RESOLUTION

The undersigned City Secretary of the City of Lubbock, Texas, hereby certifies as follows:

1. The City Council of the City of Lubbock, Texas (the *Council*) convened in regular session on the 11th day of October, 2022, at the regular meeting place, being City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas, and the roll was called of the duly constituted officers and members of said Council, to wit:

Tray Payne, Mayor
Shelia Patterson Harris, Mayor Pro Tem, District 2
Christy Martinez-Garcia, District 1
Mark W. McBrayer, District 3
Steve Massengale, District 4
Dr. Jennifer Wilson, District 5
Latrelle Joy, District 6

and all members of the Council were present, except _____, thus constituting a quorum. Whereupon, among other business, a written Resolution (the *Resolution*) bearing the following caption was introduced for consideration by the Council.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUBBOCK, TEXAS, AUTHORIZING THE MAYOR TO APPROVE THE NEW HOPE CULTURAL EDUCATION FACILITIES FINANCE CORPORATION'S ACCEPTNG A TAX-EXEMPT LOAN AND EXECUTION OF A NOTE IN EVIDENCE THEREOF TO OBTAIN FUNDS ON BEHALF OF THE RED RAIDER FACILITIES FOUNDATION TO FINANCE JONES STADIUM AND RELATED FACILITIES IMPROVEMENT AND EXPANSION AND OTHER MATTERS IN CONNECTION THEREWITH

was introduced and submitted to the Council for passage and adoption. After presentation and discussion of the Resolution, a motion was made by Councilmember _____ that the Resolution be finally passed and adopted in accordance with the City's Home Rule Charter. The motion was seconded by Councilmember _____ and carried by the following vote:

___ voted "For" ___ voted "Against" ___ abstained

2. The attached Resolution is a true and correct copy of the original on file in the official records of the City; the duly qualified and acting members of the Council of the City on the date of the Meeting are those persons shown above, and, according to the records of my office, each member of the Council was given actual notice of the time, place, and purpose of the Meeting and had actual notice that the Resolution would be considered; and the Meeting and deliberation of the aforesaid public business, including the subject of the Resolution, was open to the public and posted and given in advance thereof in compliance with the provisions of Chapter 551, as amended, Texas Government Code.

SIGNED and SEALED on this 11th day of October, 2022.

_____

City Secretary
City of Lubbock, Texas

(SEAL)

CERTIFICATE OF MAYOR
CITY OF LUBBOCK, TEXAS

The undersigned Mayor of the City of Lubbock, Texas (the *City*) hereby certifies with respect to the issuance by the New Hope Cultural Education Facilities Finance Corporation (the "*Corporation*") of its tax-exempt drawdown construction to ultimately finance the costs of improvements to Jones AT&T Stadium and related facilities (the *Loan*), that:

1. This certificate is based upon the **CERTIFICATE OF PUBLIC HEARING OFFICER REGARDING PUBLIC HEARING** attached hereto as **Exhibit A** relating to the public hearing conducted on _____, 2022, via teleconference, by the duly appointed hearing officer of the Corporation in accordance with the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended (the *Code*); and

2. Solely for purposes of the approval requirements of the aforesaid Section 147(f) of the Code, and for no other purposes, in my capacity as Mayor, I hereby approve the Loan and the facilities to be financed and refinanced with the proceeds of the Loan; *provided, however*, THAT THIS APPROVAL SHALL NOT BE CONSTRUED AS (1) A REPRESENTATION OR WARRANTY BY THE CITY, THE MAYOR OF THE CITY, THE STATE OF TEXAS OR ANY OTHER AGENCY, INSTRUMENTALITY OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS THAT THE LOAN WILL BE PAID OR THAT ANY OBLIGATIONS ASSUMED BY ANY OF THE PARTIES UNDER THE INSTRUMENTS DELIVERED IN CONNECTION WITH THE LOAN WILL IN FACT BE PERFORMED; (2) A PLEDGE OF FAITH AND CREDIT OF THE CITY OR THE STATE OF TEXAS OR ANY AGENCY, INSTRUMENTALITY OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS OR THE CITY; OR (3) A REPRESENTATION OR WARRANTY BY THE CITY CONCERNING THE VALIDITY OF THE CORPORATE EXISTENCE OF THE CORPORATION OR THE VALIDITY OF THE CORPORATION'S OR THE BORROWER'S OBLIGATIONS UNDER THE ASSOCIATED LOAN AGREEMENT OR NOTE PURSUANT TO WHICH THE LOAN OR EVIDENCED, RESPECTIVELY.

_____
Mayor, City of Lubbock, Texas

Date: _____, 2022

EXHIBIT A

CERTIFICATE OF PUBLIC HEARING OFFICER REGARDING PUBLIC HEARING

Re: *New Hope Cultural Education Facilities Finance Corporation Tax-Exempt Drawdown Construction Loan and Related Note for the Benefit of Red Raider Facilities Foundation, Inc. (Jones AT&T Stadium Expansion and Related Facilities Construction and Improvement)*

The undersigned, _____, designated Hearing Officer of New Hope Cultural Education Facilities Finance Corporation (the *Corporation*), the borrower of the above-referenced loan (the *Loan*), called the Public Hearing of the Corporation held, via teleconference, on _____, 2022 to order at ___ [a/p].m.

I declared that a Public Hearing required under Section 147(f) of the Internal Revenue Code of 1986 was open for purposes of discussing the Loan and the projects to be financed with the proceeds of the Loan (the *Project*) by Red Raider Facilities Foundation, Inc., a Texas and federal non-profit corporation.

I declared that the required notice of the Public Hearing for the Project was published [identify source of publication], as evidenced by an Affidavit of Publication attached hereto as **Schedule I**.

I proceeded to hold the Public Hearing. No member of the public attended the Public Hearing and thus no comments were made or discussed regarding the Project or the Loan.

After sufficient time was given for any member of the public to make their comments with respect to the Loan and the Project, I declared the Public Hearing closed at ____ [a/p].m.

DATED: October __, 2022

_____

_____, Hearing Officer
New Hope Cultural Education Facilities
Finance Corporation

SCHEDULE I

Affidavit of Publication

[*attached hereto*]

AI# 11062
Regular City Council Meeting
10/11/2022:

6. 18.

Information

Agenda Item

Resolution - City Manager: Consider a resolution authorizing the Mayor to execute a Tri-Party Agreement, Contract 16892 by and between the City of Lubbock, the Lubbock Economic Development Alliance, Inc. (LEDA) and WL Plastics Corporation to cause the relocation of utility easements and associated infrastructure in support of the recently announced expansion of WL Plastics Corporation operations at the Lubbock Rail Port.

Item Summary

WL Plastics Corporation, North America's largest manufacturer of polyethylene pipe is proposing to expand their existing operations at the Lubbock Rail Port. The proposed expansion will create up to 95 new jobs with an initial investment of approximately $40 million from the company. Both the Lubbock Economic Development Alliance Board of Directors and the Lubbock City Council approved performance-based incentives for the expansion.

This item supports the expansion project by allowing WL Plastics Corporation, at their expense, to relocate City owned utility infrastructure near North Ivory Avenue, just north of FM 1294 (E. Drew Street). WL Plastics Corporation will relocate this infrastructure and following City approval and acceptance, the existing utility easement will be abandoned, and a new easement will be granted to the City. Relocating this infrastructure and easement will allow the proposed expansion of the WL Corporation facility while still providing the required City provided utilities.

Fiscal Impact

None

Staff/Board Recommending

W. Jarrett Atkinson, City Manager

Attachments

Resolution - Tri-Party Agreement
Tri-Party Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, the Tri-Party Agreement, Contract No. 16892, for relocation of utility easements for WL Plastics' expansion project, by and between the City of Lubbock, the Lubbock Economic Development Alliance, Inc. (LEDA) and WL Plastics Corporation of Fort Worth, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
W. Jarrett Atkinson, City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.Contract 16892 – tri-party WL Plastics and LEDA
10.3.22

Resolution No. _____
Approved _____

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

TRI-PARTY AGREEMENT WITH CITY OF LUBBOCK, LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC., AND WL PLASTICS CORPORATION

This TRI-PARTY AGREEMENT (this **"Agreement") Contract 16892** is entered into by and between the CITY OF LUBBOCK, a Texas municipal corporation (hereinafter called the **"City"**), acting by and through its authorized officers, and LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC., a Texas nonprofit corporation (hereinafter referred to as **"LEDA"**), acting by and through its authorized officers, and WL PLASTICS CORPORATION, a Delaware corporation, authorized to transact business in the State of Texas, acting by and through its authorized officers (hereinafter referred to as **"WL Plastics"**) (City, LEDA, and WL Plastics are each a **"Party"** and collectively, referred to herein as **"Parties"**).

RECITALS

WHEREAS, LEDA and WL Plastics entered into that certain Performance Agreement dated August 24, 2022 (the **"Performance Agreement"**) for, among other matters expressed therein, the conveyance of approximately 26 acres of real property as depicted on **Exhibit A** (the **"Property"**) to provide for WL Plastic's contemplated expansion of operations in Lubbock (the **"Project"**).

WHEREAS, the City currently holds a water and electrical utility easement across the Property, as more particularly depicted on **Exhibit A** (the **"Existing Utility Easement"**).

WHEREAS, there is currently an approximately 60 foot right of way easement across the Property, as more particularly depicted on **Exhibit A** (the **"Existing ROW Easement"**).

WHEREAS, to facilitate the initial development of the Property, the utilities under the Existing Utility Easement need to be relocated to the east of the Property, in the location more particularly depicted on **Exhibit A** (the **"Utility Relocation"**).

WHEREAS, the Parties have agreed that: (i) WL Plastics shall, subject to the terms and conditions below, pay for the installation and construction of the Utility Relocation; (ii) the City shall vacate the Existing Utility Easement and accept the New Utility Easement (defined below) from LEDA; and (iii) LEDA shall grant a new utility easement covering the Utility Relocation to the City (**"New Utility Easement"**), LEDA shall vacate and

release the Existing ROW Easement, and LEDA shall establish a new non-exclusive right-of-way easement to the east of the Property in the location more particularly depicted on **Exhibit A** ("**New ROW Easement**").

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **WL Plastics' Obligations**. WL Plastics covenants and agrees to pay for the installation and construction of the Utility Relocation, including engineering fees and costs of third party consultants. The Utility Relocation shall consist of the rerouting of the large diameter municipal water lines and electrical primary serving Pump Station No. 15. The water rerouting construction shall consist of approximately 1,630 linear feet of 16" diameter pipe and will have fire hydrants spaced on 500' centers for a minimum of two (2) fire hydrants required for coverage. The scope of work for the Utility Relocation is more particularly described on **Exhibit B**.

2. **LEDA Obligations**. Within 10 days after LEDA receives notice of substantial completion of the Utility Relocation, as such Utility Relocation shall be considered substantially complete upon final approval and inspection from the City, such approval and inspection not to be unreasonably withheld, condition, or delayed, LEDA covenants and agrees to grant the New Utility Easement to the City, on the form and substance reasonably acceptable to LEDA, WL Plastics, and the City. The New Utility Easement shall be dedicated to the City, and the City shall assume responsibility for all maintenance, repairs, and replacement of the utilities installed within the Utility Relocation. Furthermore, concurrently with filing the New Utility Easement, LEDA covenants and agrees to vacate or release the Existing ROW Easement and replace it with the New ROW Easement, whether through dedication, conveyance, or otherwise.

3. **The City Obligations**. Within 10 days after the City receives notice of substantial completion of the Utility Relocation, as such Utility Relocation shall be considered substantial complete upon final approval and inspection from the City, such approval and inspection not to be unreasonably withheld, condition, or delayed, the City covenants and agrees to vacate and release the Existing Utility Easement. The City shall endeavor to avoid any unnecessary delays, and shall use its commercially reasonable efforts, to obtain all approvals and permits for WL Plastics to commence the Utility Relocation at the City's earliest available commission or council meeting. Any and all necessary initial zoning, replating, permits, or similar approval or decisions for the Utility Relocation as required herein shall be considered by the City, or the appropriate governing body within the City with such authority, at the earliest available commission or council meeting once completed application submissions have been provided to the City.

4. **Temporary Construction Easements**. LEDA hereby agrees to grant for the benefit of WL Plastics and its respective contractors and subcontractors, temporary

construction easements for the purposes necessary to complete the construction of the Utility Relocation in the form reasonably acceptable to LEDA, WL Plastics, and the City.

5. **Form of Easements**. The easements granted pursuant to this Agreement, shall be granted on the applicable form of easement as approved by LEDA, WL Plastics, and the City. The Party granting the easement shall obtain any lienholder subordination, so that any lienholder on the easement area subordinates its interest to the grantee's interest in the easement.

6. **Granting of Easements**. The Parties agree that the locations identified on the **Exhibit A** are approximate and subject to final adjustment and relocation depending upon each Party's final survey and plans. All easements shall be recorded in the real property records of Lubbock County. The location and size of the easement area shall not unreasonably interfere with the Project's proposed development or the Utility Relocation. The size of the easement area shall be based on the size of the facilities to be constructed within the easement area as generally shown in on **Exhibit A**. If any Party reasonably objects to the location of the easement area and the location unreasonably interferes with the Project's proposed development, the Parties shall agree on another location, provided that such other location does not increase the costs of the Utility Relocation.

7. **Further Assurances**. Each of the Parties agree to work with the other Party in good faith in order to meet the development needs or requirements for the Project or for the completion of the Utility Relocation.

8. **Covenant of Mutual Cooperation**. The Parties agree to mutually cooperate with each other and to assist each other relating to the Utility Relocation or the grant of easements contemplated by this Agreement. The Parties agree to diligently and in good faith perform their respective obligations under this Agreement.

9. **Defaults and Remedies.**

(a) **Notice and Opportunity to Cure.** If any Party fails to comply with any provision in this Agreement, then any of the non-defaulting Parties may provide written notice of default to the defaulting Party, stating with specificity the basis of the claimed default. The defaulting Party will thereafter have 15 business days to cure the default after such written notice of default before the non-defaulting Party may exercise any remedies.

(b) **Remedies**. In addition to any other remedies provided herein or otherwise available at law or in equity, the provisions of this Agreement will be enforceable by action for specific performance after failure of a defaulting Party to cure the breach as provided in Section 9(a) above. Except as otherwise specifically provided herein, all rights, privileges and remedies afforded the Parties by this Agreement will be deemed cumulative and not exclusive, and the exercise of anyone or any of such remedies will not be deemed to be a waiver of any other right, remedy or privilege provided for herein or available at law or in equity. It is expressly understood that a recovery in damages may not be an adequate remedy for a violation of the provisions of this Agreement and that the granting of equitable remedies maybe necessary.

(c) **WL Plastics Remedy to Recover Costs.** Notwithstanding anything to the contrary, if LEDA fails to cure its default under this Agreement, LEDA shall reimburse WL Plastics for all actual third party costs related to the Utility Relocation, including, but not limited to, construction, engineering, design, and permitting costs, up to the maximum reimbursement amount of $1,000,000. In the event LEDA defaults under the Performance Agreement, including, but not limited to, failure to convey the Property to WL Plastics, LEDA shall reimburse WL Plastics for all actual third party costs related to the Utility Relocation, including, but not limited to, construction, engineering, design, and permitting costs, up to the maximum reimbursement amount of $1,000,000. LEDA shall submit payment of the foregoing third party costs to WL Plastics within 20 days after WL Plastics provides an invoice to such defaulting Party with a detailed accounting and accompanying invoices showing the amount and the party providing such third party services/materials. The third party costs and expenses accrued and/or invoiced pursuant this Section shall be secured by and constitute a lien against the Property. The lien shall attach and take effect only upon recordation of a claim of lien in the Real Property Records of Lubbock County, Texas.

10. **Term.** The term of this Agreement shall begin on the Effective Date and end upon the completion and the performance of all obligations and conditions precedent by the Parties to this Agreement.

11. **Miscellaneous.**

(a) **Assignment**. No Party may assign this Agreement without the prior written consent of the other Parties. Upon such assignment and assumption by a Party's successor in interest, the Party assigning this Agreement shall be released from all obligations under this Agreement arising on or after the effective date of the assignment and assumption, but the Party assigning the Agreement shall not be excused or released from liability for matters arising prior to the effective date of the assignment and assumption.

(b) **No Partnership**. Nothing contained in this Agreement shall be construed to create any partnership or joint venture between the Parties.

(c) **Notices**. Any notice, demand or other communication required to be given or to be served upon any Party hereunder shall be void and of no effect unless given in accordance with the provisions of this Section 11(c). All notices, demands or other communications must be in writing and delivered to the person to whom it is directed, either (i) via hand-delivery to the recipient at the address specified below, or (ii) via United States Postal Service certified mail, return receipt requested, postage prepaid and addressed to the recipient as specified below, or (iii) via reputable overnight delivery service, postage prepaid and addressed to the recipient as specified below, or (iv) via electronic mail to the Party at the email address set forth below, provided that such transmission is followed with a copy sent by overnight delivery. Any notice, demand or other communication shall be deemed to have been given and received (a) upon deposit with the United States Postal Service as certified mail, return receipt requested, postage prepaid and addressed to the recipient as specified below, (b) upon deposit with a reputable overnight delivery service,

postage prepaid and addressed to the recipient as specified below, or (c) if delivered by any other method, upon receipt.

To LEDA:

John Osborne
CEO and President
Lubbock Economic Development Alliance, Inc.
1500 Broadway, Suite 600
Lubbock, TX 79401
Email: john@marketlubbock.org

With a copy to:

Ann Manning
Underwood Law Firm, P.C.
1111 W. Loop 289
Lubbock, TX 79416
Email: Ann.Manning@uwlaw.com

To WL Plastics:

WL Plastics Corporation
3575 Lone Star Circle, Suite 400
Fort Worth, Texas 76177
Attn: Erik Balthrop
Email: erik.balthrop@wlplastics.com

To the City:

City of Lubbock
1314 Avenue K
Lubbock, TX 79457
Attn: Michael Keenum
Email: mkeenum@mylubbock.us

(d) **Authority**. Each Party represents to the other that it has the power and authority to enter into this Agreement and that the person executing on its behalf has the power to do so and to bind it to the terms of this Agreement.

(e) **Entire Agreement: Governing Law**. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and negotiations with respect thereto. This Agreement may be amended only by a written instrument signed by all Parties. This Agreement shall be governed by the laws of the State of Texas and shall be deemed performable in Lubbock County, Texas. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND

VENUE OF THE COURTS OF COMPETENT JURISDICTION OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

(f) **Severability**. If any provision in this Agreement is held to be unenforceable, the remainder of this Agreement shall continue in full force and effect and, to the extent permitted by law, this Agreement shall be interpreted so as to give effect to the original written intent of the Parties. If any portion of a provision is held to be unenforceable, the remainder shall be enforced to the maximum extent so as to give effect to the original written intent of the Parties.

(g) **Attorneys' Fees**. The prevailing Party shall be entitled to its reasonable attorneys' fees and court costs, as awarded by a court in a final, non-appealable judgment, in the event any action is brought by either Party with respect to this Agreement.

(h) **Successors and Assigns**. Subject to Section 11(a) above, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

(i) **Counterparts**. This Agreement may be executed in separate counterparts, each of which will be considered an original for all purposes, but which taken together will constitute one and the same instrument.

(j) **Time of the Essence**. Time is of the essence in this Agreement.

12. **Estoppel**. Each Party shall, within 10 days of the request of the other Party, execute and deliver an estoppel certificate stating whether any Party to this Agreement is in default hereunder and stating such other matters as may be reasonably requested by the requesting Party or its designee.

13. **Obligations Running with the Land/Memorandum of Agreement**. The Parties hereto acknowledge that the provisions of this Agreement touch and concern and run with the land, so that the obligations hereof shall be binding upon all present and future owners of the Property and LEDA's adjacent property, as applicable, and shall inure to the benefit of all Parties including the present and future owners of the Property. Any Party may record the Memorandum of Agreement in the Real Property Records of Lubbock County reflecting material terms and conditions of this Agreement.

14. **Lienholders**. LEDA represents and warrants to the WL Plastics that as of the Effective Date, there are no liens affecting its respective parcel of land bound by this Agreement.

15. **INDEMNITY. WL PLASTICS AND LEDA SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF LUBBOCK AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING**

THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT ARISING OUT OF, RELATED TO OR OCCASIONED BY, THE NEGLIGENT ACTS OF WL PLASTICS OR LEDA, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS AGREEMENT AND/OR THE USE OR OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

16. Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by the Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization.

17. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

18. Texas Government Code 2274. By entering into this Agreement, WL Plastics verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If WL Plastics is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, WL Plastics verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

19. WL Plastics represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If WL Plastics is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, WL Plastics verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements

are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

20. Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Parties agree that the contract can be terminated if a Party knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, the Parties agree to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

[remainder of page intentionally left blank]

Executed to be effective as of _____, 2022 (the **"Effective Date"**).

LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC.

By:_____
John Osborne, CEO and President

WL PLASTICS CORPORATION

By: Mark Wason
Mark Wason, CEO

CITY OF LUBBOCK, TEXAS:

By: _____
Tray Payne, Mayor

ATTEST:

By:_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

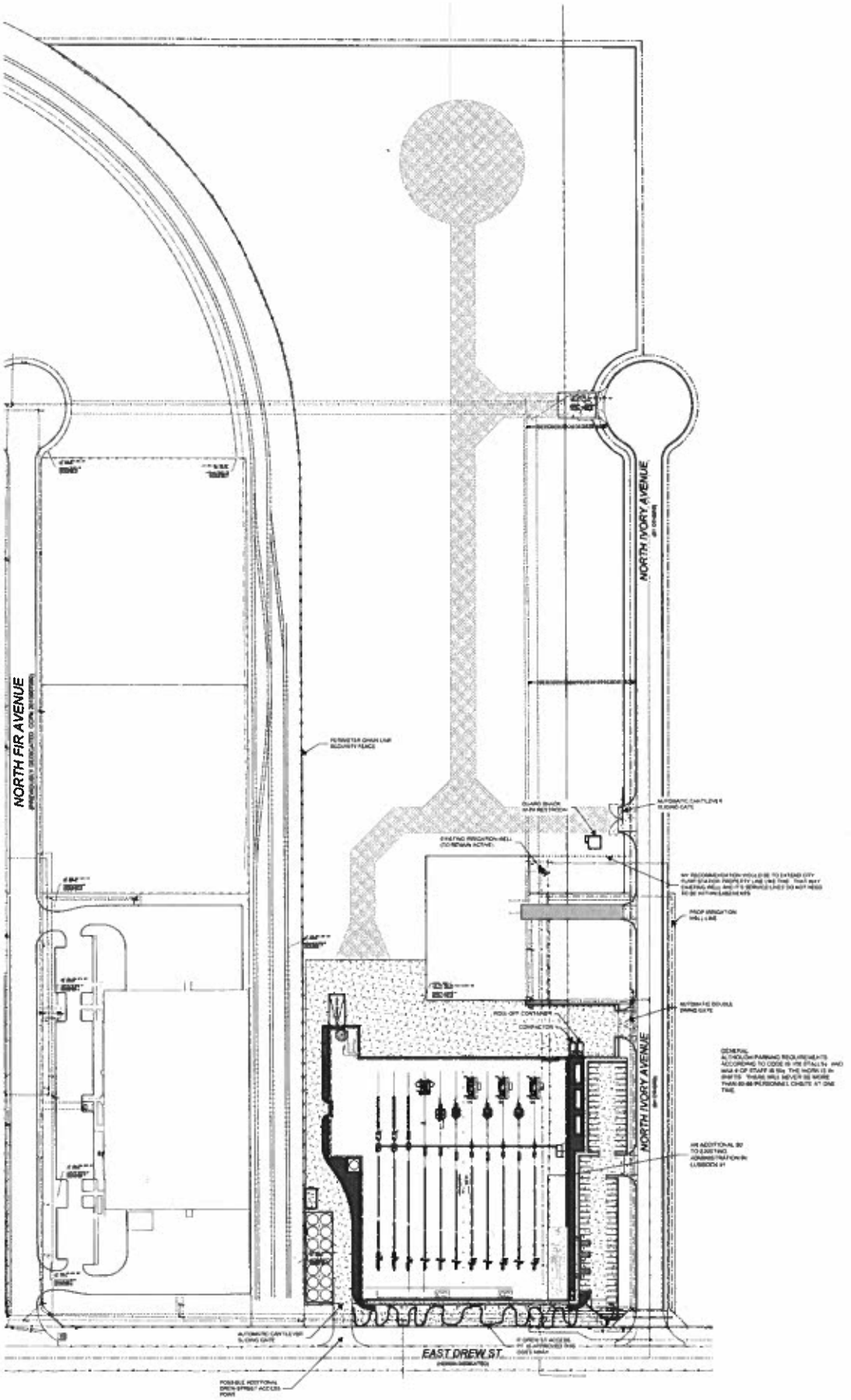
By:_____
W. Jarrett Atkinson, City Manager

APPROVED AS TO FORM:

By: Kellie Leisure
Kellie Leisure, Assistant City Secretary

EXHIBIT A

[see Property and Project site plan attached]


NORTH FIR AVENUE
NORTH IVORY AVENUE
NORTH IVORY AVENUE
EAST DREW ST.

SCALE: 1"=60'

EXHIBIT B

Scope of Work for Utility Relocation

Number	DESCRIPTION
GENERAL	
1	Mobilization / Demobilization/General Conditions
2	Storm Water Pollution Prevention Plan (SW3P)
3	Construction Traffic Control Plan
WATER	
1	Remove existing 16-inch PVC water line
2	Abandon exist. 16-inch PVC water in-place
3	Cut&Plug Existing 16-inch PVC Water
4	Connect to Exist Water with Cut-In Fittings
5	Connect to Exist Water Stub
6	Furnish & Install 16-inch PVC Water
7	Furnish & Install 16-inch Gate Valve and Box
8	Furnish& Install Heavy Polyethylene Warning Tape
9	Furnish & Install Trench Safety
10	Ductile Iron Fittings
11	Restore Surface to Original condition
ELECTRICAL PRIMARY	
1	Decommission exist. Electric primary.
2	Furnish and Install electrical primary cable
3	Furnish and Install electrical primary duct
4	Furnish and install Power Pole

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 1): Consider Ordinance No. 2022-O0146, for Zone Case 2072-B, for Joshua and Ni Wang Clark, for a zone change from Family Apartment District (A-1) Specific Use for Apartments with Reduced Parking to Family Apartment District (A-1) at 2123 15th Street, located south of 15th Street and east of Avenue V, Overton Addition, Block 52, Lot 12.

Item Summary

On September 27, 2022, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on September 1, 2022, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 2072-B
Staff Report 2072-B
Documentation 2072-B

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 2072-B; A ZONING CHANGE FROM A-1 SPECIFIC USE FOR APARTMENTS WITH REDUCED PARKING TO A-1 ZONING DISTRICT AT 2123 15TH STREET, LOCATED SOUTH OF 15TH STREET AND EAST OF AVENUE V, OVERTON ADDITION, BLOCK 52, LOT 12, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 2072-B

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **A-1 Specific Use for Apartments with Reduced Parking** to **A-1** zoning district at **2123 15th Street, located south of 15th Street and east of Avenue V, Overton Addition, Block 52, Lot 12,** City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100

Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 3. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 4. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager
Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure
Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC2072-B
September 1, 2022

Planning Department
City of Lubbock

Staff Report	Zone Case 2072-B
City Council Meeting	September 27, 2022

Applicant Joshua and Ni Wang Clark

Property Owner Joshua and Ni Wang Clark

Council District **1**

Recommendations

- Staff recommends Approval of this request.

Prior Board or Council Action

- March 13, 1941, Ordinance No. 661: The subject property was annexed into the City of Lubbock and zoned Local Retail District (F).
- April 6, 1955, Ordinance No. 1695: The subject property was rezoned from Local Retail District (F) to General Retail District (C-3).
- October 14, 1964, Case A-12: An appeal to allow the construction of 6 apartment units above an existing building was approved by the Zoning Board of Adjustment.
- October 9, 1975, Zone Case 2016, Ordinance No. 7153: The subject property was rezoned from General Retail District (C-3) to Neighborhood Service District (C-1).
- April 8, 1976, Zone Case 2072, Ordinance No. 7232: The subject property was rezoned from Neighborhood Service District (C-1) to High Density Apartment District (A-2) with a Specific Use for a Church.
- July 12, 2007, Zone Case 2072-A, Ordinance No. 2007-O0060: The subject property was rezoned from High Density Apartment District (A-2) with a Specific Use for a Church, to Family Apartment District (A-1) with a Specific Use for Apartments with Reduced Parking, with the following conditions:
    1. That all of the six units on the second floor shall meet a level of the construction and fire codes as determined acceptable by the Building Official and Fire Marshall;
    2. The first floor shall be used only in the following manner:
        • The area may be partitioned with a door installed in each partitioned space as storage for the unit above.
        • The first floor may remain unused. Doors and windows shall be blocked as approved by the Building Official. The area may be used for storage of equipment related to the maintenance of the facility only and fire ratings shall comply as approved by the Building Official. The area shall not be used for any public or social gathering for either the residents or general public.
    3. That the exterior of the building be painted and/or enhanced with regard to appearance; and
    4. That the curb on Avenue V shall be replaced, the parkway and private portion of the parcel adjacent to Avenue V shall be landscaped, and the sidewalk shall be approved by the Building Official as acceptable or repaired to an acceptable condition.
- September 1, 2022, Zone Case 2072-B: The Planning and Zoning Commission recommended approval for a zone change from Family Apartment District (A-1) Specific Use for Apartments with Reduced Parking, to Family Apartment District (A-1) by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 30
- Received In Favor: 5
- Received In Opposition: 0

Site Conditions and History

The subject property was platted in 1908 as Overton Addition, Block 52, Lot 12. The current structure was built in 1956 and it appears that the second story apartments were built in or after 1964. According to the existing specific use, the first floor may be used for either storage for the above units, or remain unused entirely.

Adjacent Property Development

The surrounding properties are zoned Two-Family District (R-2) to the south, west and east. To the north is property zoned Family Apartment District (A-1) and Neighborhood Service District (C-1). There are vacant lots and apartments to the north, a vacant lot and single family homes to the west, as well as further single family homes to the south and east.

Zoning Request and Analysis

Item Summary

The subject property is located at 2123 15th Street, south of 15th Street and east of Avenue V. The applicant is requesting a zone change from Family Apartment District (A-1) Specific Use for Apartments with Reduced Parking to Family Apartment District (A-1).

Current zoning: **Family Apartment District (A-1) Specific Use for Apartments with Reduced Parking**

Requested zoning: **Family Apartment District (A-1)**

Intent Statements

The intent of the current and proposed A-1 zoning is "…to promote medium-density, multiple-occupancy development. The regulations are designed to promote family-oriented development which provides the occupants with the proper environmental quality, and compatibility with lower-density development."

The intent of the proposed Specific Use zoning is "…to provide for design and land use flexibility in the various districts. This district provides for variations in the land use standards within the [zoning] ordinance, provided the intent, principles, and innovations of modern urban planning and design are used."

Traffic Network/Infrastructure Impacts

The location is along 15th Street and Avenue V. 15th Street is designated as a Collector, and Avenue V is designated as a Local Street. Collectors are designed for medium volumes of vehicles operating at lower speeds, for movement within residential, commercial and industrial areas. Local Streets typically provide access to smaller, destination oriented areas, such as neighborhoods, subdivisions or local business districts

Compatibility with Surrounding Property

The proposed zone change is compatible with the surrounding area and would not change the character of the existing development.

Conformance with Zoning Ordinance

The proposed zone change is in conformance with the zoning ordinance. The property is located along a collector and is located near existing apartments. However, the Planning Department acknowledges that removing the restrictions of this Specific Use will require the applicant to obtain a variance for the parking required if additional units are installed on the first floor.

Suitability of Property for Allowed Uses

The property is suitable for the proposed residential uses, though additional improvements such as parking may be necessary.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Notification Map
D. Aerial Map

E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and supporting documentation
I. Notification Responses

Staff Contacts

Shane Spencer
Planner
Planning Department
806-775-2103
sspencer@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 2072-B

Allowable Uses: Family Apartment District (A-1)

Transportation: The proposed development has points of access from 15th Street and Avenue V

Thoroughfare	Existing	Per Thoroughfare Development Plan
15th Street, Collector	R.O.W. 60 feet, 2 lane, undivided, paved.	R.O.W. 64 feet, 4 lanes, undivided, paved
Avenue V, Local Street	R.O.W 50 feet, 2 lane, undivided, paved.	R.O.W 50 feet, 2 lane, undivided, paved.

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

District 1

5.3 **Zone Case 2072-B:** Joshua and Ni Wang Clark request a zone change from Family Apartment District (A-1) Specific Use for Apartments with Reduced Parking to Family Apartment District (A-1) at:

- 2123 15th Street, located south of 15th Street and east of Avenue V, Overton Addition, Block 52, Lot 12.

PLANNER SHANE SPENCER stated there were thirty (30) notifications sent out with four (4) returned in favor. Staff shared the location of the property including pictures, maps, and discussed the surrounding property. If the request is granted, the applicant will also need approval of a variance from the Zoning Board Adjustment to reduce the required parking, in order to use the first floor as rental units. Staff recommends approval of the request.

BOARD MEMBER TANNER NOBLE asked for clarification on what is being requested.

BOARD MEMBER JAMES BELL advised the current Specific Use limits the first floor to only storage.

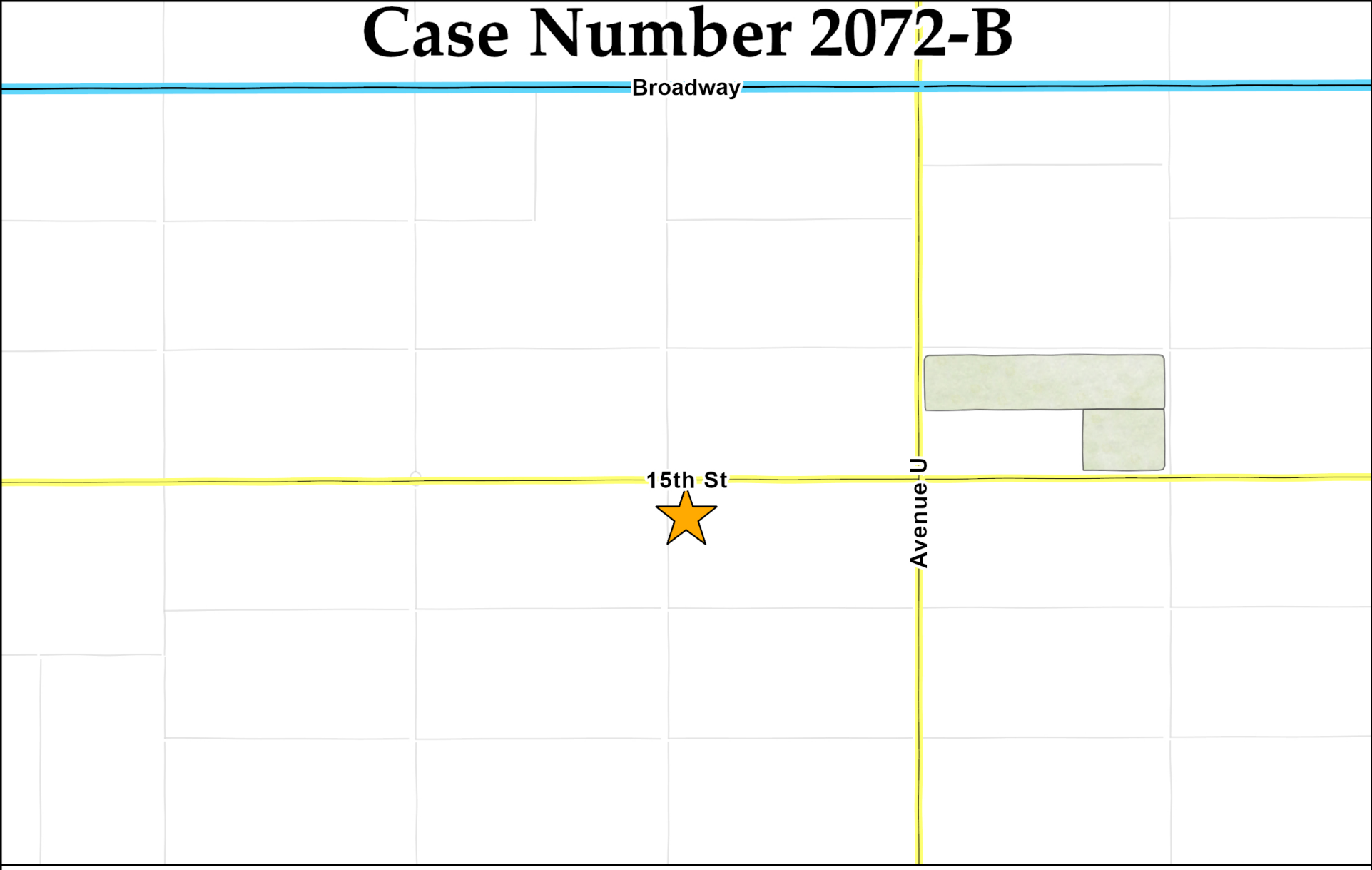
APPLICANT NI WANG CLARK 2123 15th Street, gave a handout to the board. They have owned the property since 2012 and now want to move to Colorado. They would like to rent the first floor units to help pay the mortgage on the building. She shared pictures of the first floor units. She does not want to add more parking, but rather continue to maintain the existing five parking spaces. She provided a spreadsheet showing which tenants used the parking over the years. They have tried to purchase other nearby areas for parking, but they could not afford it. They are wanting to be treated fairly and the same

as other nearby neighbors. She pointed out that nearby apartments do not have the correct number of parking spaces.

No one spoke in opposition or in favor of the request.

In the matter of **Zone Case 2072-B**, a motion was made by **JORDAN WHEATLEY**, and seconded by **JAMES BELL** to approve the request and the Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

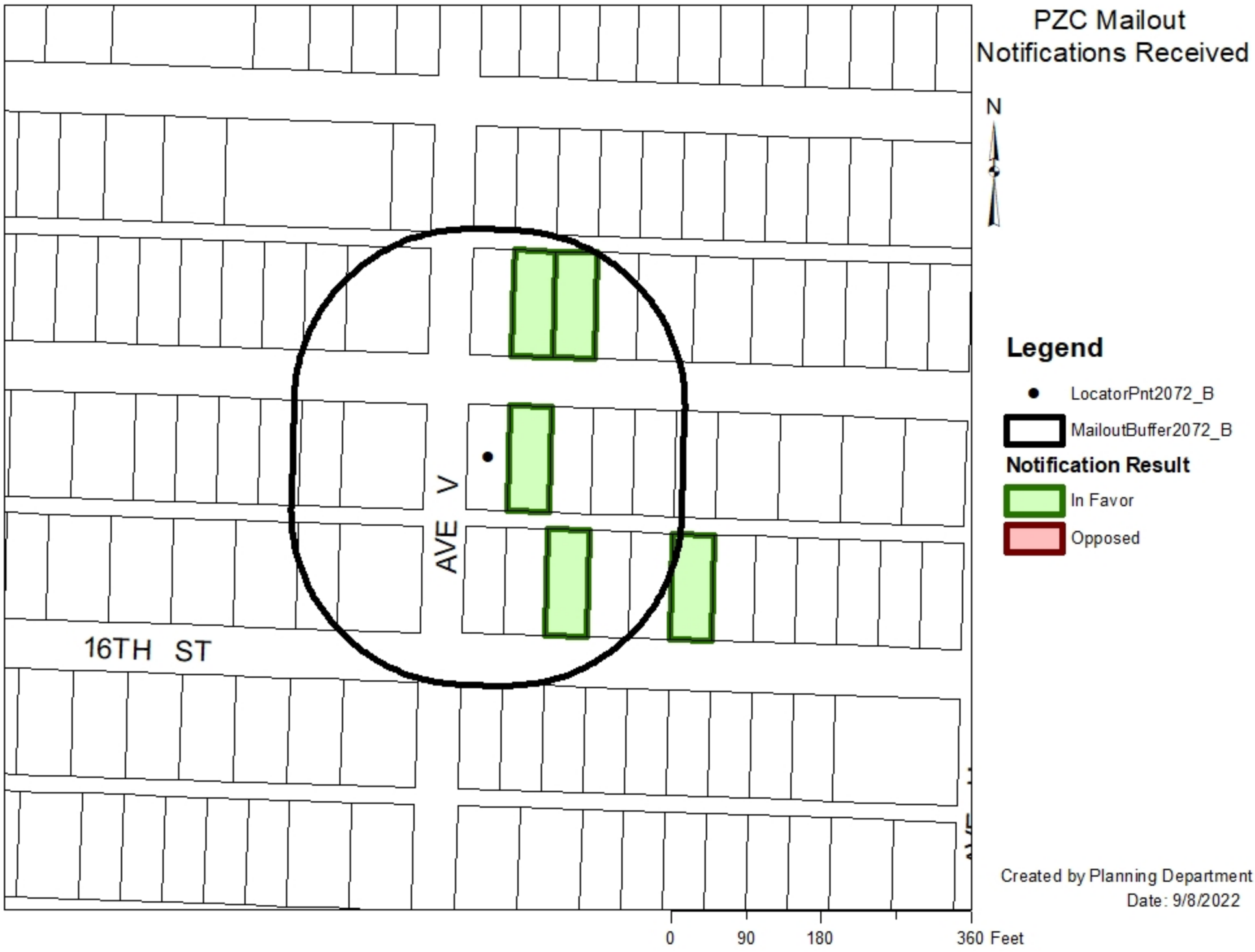
Case Number 2072-B



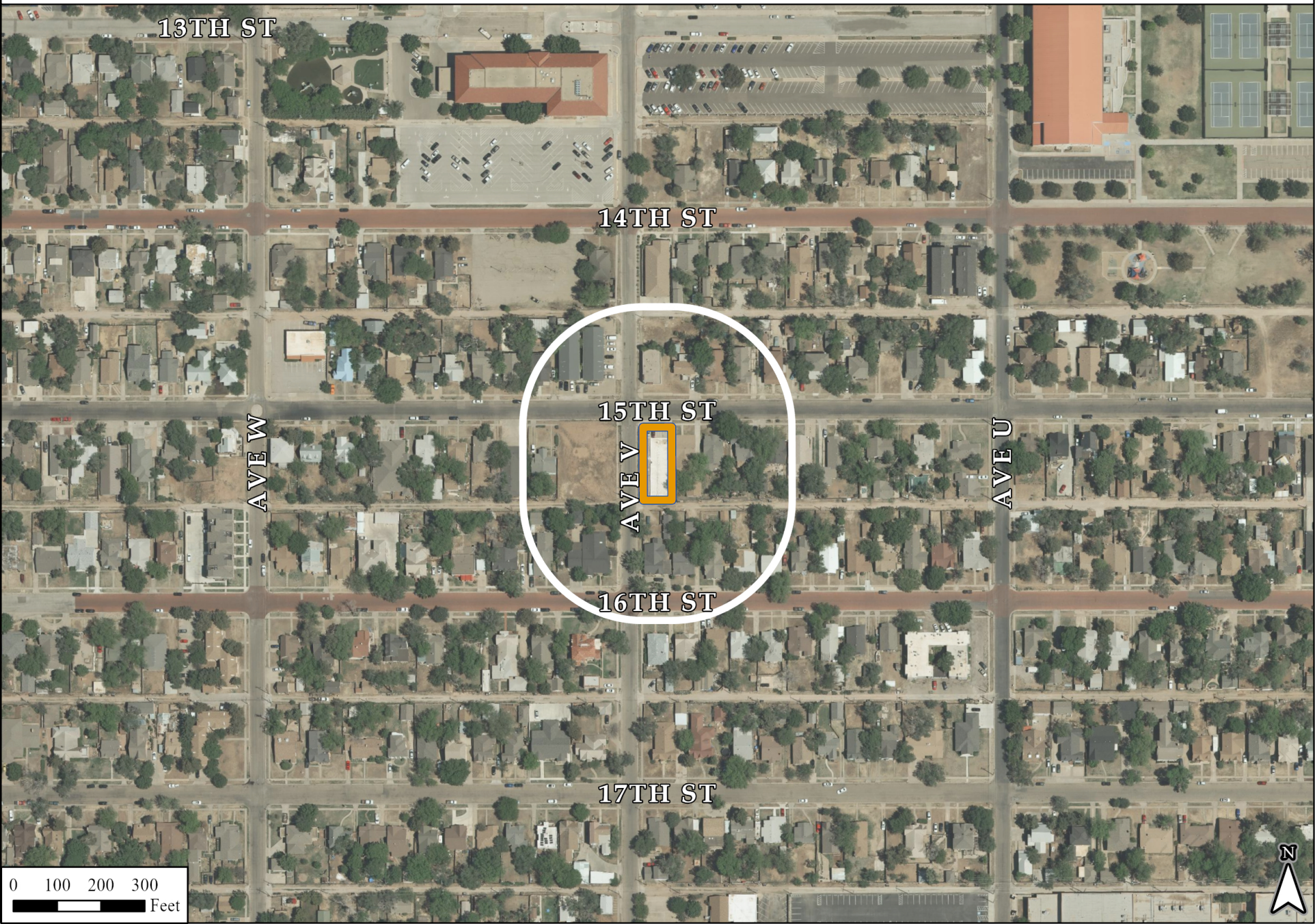
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

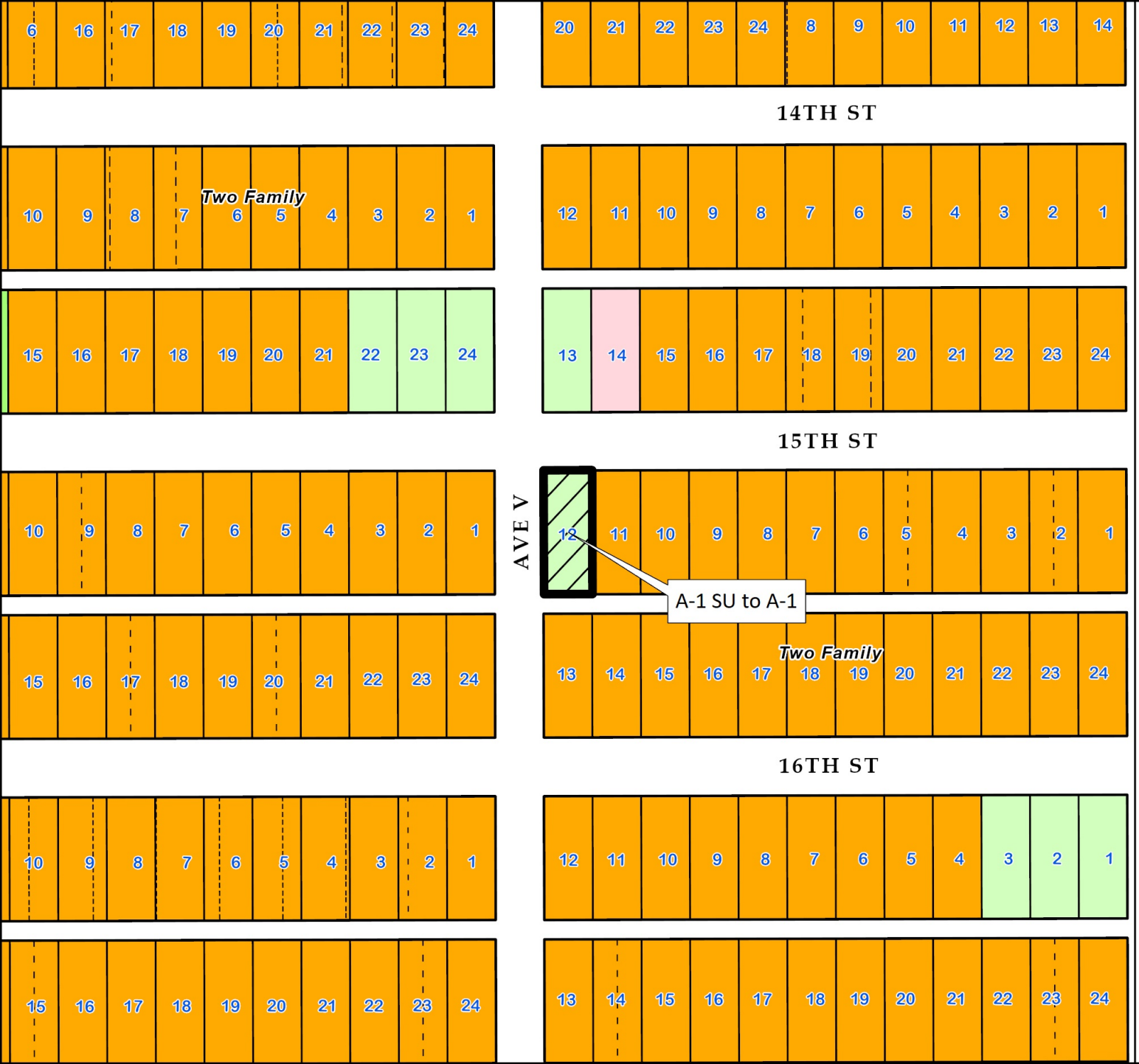
N
W E
S

Date Exported: August 2022


PZC Mailout
Notifications Received
N
Legend
LocatorPnt2072_B
MailoutBuffer2072_B
Notification Result
In Favor
Opposed
AVE V
16TH ST
0
90
180
360 Feet
Created by Planning Department
Date: 9/8/2022

Case Number 2072-B





Current Zoning
2072-B
Zoning Districts

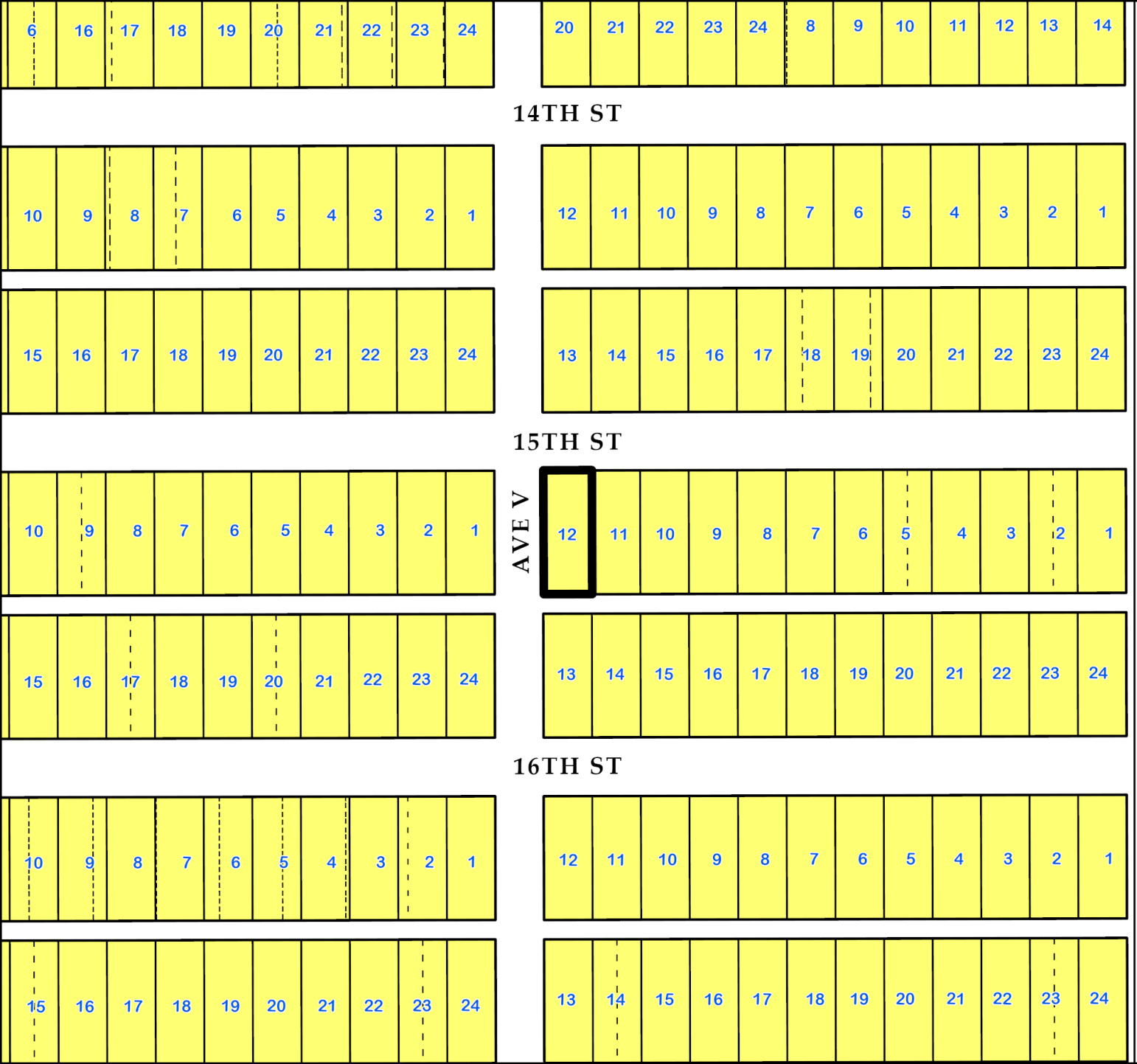
- Family Apartment
- Family Apartment Specific Use
- High Density Apartment
- Neighborhood Service
- Two Family

N

0 50 100 150 Feet

City of Lubbock TEXAS

Date Exported: August 2022



Future Land Use Plan
Case 2072-B

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 50 100 Feet

City of Lubbock TEXAS

Date Exported: August 2022

2072-B

View to the north.

View to the east. Subject Property.

View to the south.

View to the west.

Ashley

City of Lubbock TEXAS
PLANNING

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 2123 - 15th St.

Lots/Tracts:

Survey & Abstract:

Metes and Bounds Attached: Yes ☐ No ☒ Total Acreage of Request: 7,768 ft

Existing Land Use: A-1 APARTMENTS Existing Zoning: A1-SPEC. USE

Requested Zoning: A-1 (FAMILY APARTMENT DIST)

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☒

Representative/Agent Information (if different from owner)

Firm Name: N/A.

✗ Name: Ni Wang Clark

Address: 2123-15TH ST. City: LUBBOCK State: TX

ZIP Code: 79401 Telephone: 432-208-5428 Email: CLARK APARTMENTS LLC@GMAIL.COM.

✗ Applicant's Signature:

Date: 07/26/22 ✗ Printed Name: NI WANG CLARK

Owner Information

Firm Name: N/A.

Owner: Joshua & Ni Wang Clark

Address: 2123-15TH ST. City: LUBBOCK State: TX

ZIP Code: 79401 Telephone: 432-208-5428 Email: CLARK APARTMENTS LLC@GMAIL.COM

✗ Property Owner's Signature:

Date: 07/26/22 Printed Name: Ni Wang Clark

Preparer Information

Preparer's Signature:

Date: 07/26/22 Printed Name: Ni Wang Clark

For City Use Only

Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

Lots: Blocks:

Addition:

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***2072-B***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name King Jack & Mary King
Signature: Jack King Mary King
Address: 2120 16th Street
Address of Property Owned: 2120 16th Street
Phone Number: (806) 535-2150
Email: kmary157@yahoo.com

Zone Case Number: **2072-B** R40350 Recipient 4 of 30
KING JACK & MARY KING
2120 16TH ST

LUBBOCK TX 79401-4518

RECEIVED
AUG 24 2022
BY:

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***2072-B***

In Favor X

Opposed ____

Reasons and/or Comments:

THE ADDITION OF ONE MORE VEHICLE, ASSUMING A NEW TENANT HAD A VEHICLE WOULD BE NEGLIGIBLE, AS THE OWNER OCCUPANT HAS HAD A VEHICLE WHILE RESIDING THERE. OUTSIDE OF THIS I CANNOT THINK OF ANY REASON THIS WOULD BE A CONCERN TO THE RESIDENTS OF SOUTH OVERTON OR THE PLANNING & ZONING COMMISSION. WHOMEVER HAS TAKEN ISSUE WITH THIS NEEDS TO GET A LIFE. THERE ARE MUCH MORE CONCERNING ISSUES IN SOUTH OVERTON TO ADDRESS.

Print Name JUSTIN WRIGHT

Signature: Justin Wright

Address: 6708 NASHVILLE AVE. 79413

Address of Property Owned: 2114 16TH, 2120 16TH, 2305 15TH, 2107 16TH, 1625 Y

Phone Number: 806-441-3175

Email: JWRIGHT@LOCATIONRENTALS.NET

Zone Case Number: **2072-B** R40418 Recipient 26 of 30

JUSTIN WRIGHT INVESTMENTS LLC
6708 NASHVILLE AVE

LUBBOCK TX 79413-6030

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***2072-B***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Bruce Allaire

Signature: Bruce Allaire

Address: 4707 - 101st St

Address of Property Owned: 2120 - 15th

Phone Number: 806-786-4849

Email: bruce.w.allaire@gmail.com

Zone Case Number: **2072-B** R40979 Recipient 14 of 30

ALLAIRE, BRUCE W
4707 101ST ST

LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***2072-B***

In Favor ✓

Opposed ____

Reasons and/or Comments:
I fully approve of whatever they want.
I was sick and unable to attend the event.

Print Name Clay G. Mitchell
Signature: Clay G. Mitchell
Address: 2121 - 15th St. Lubbock TX
Address of Property Owned: 2121-15th St. Lubbock, TX
Phone Number: 806-762-1720
Email: N/A

Zone Case Number: **2072-B** R40255 Recipient 27 of 30
MITCHELL, CLAY G
2121 15TH ST

LUBBOCK TX 79401-3718

RECEIVED
SEP 06 2022
BY:

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***2072-B***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Christine Caudle Ammons

Signature: Christine Ammons

Address: 6923 Armadillo Rd Tx 79407

Address of Property Owned: 8122-15 TH LBK

Phone Number: 806 781 9625

Email: cchrisotr@aol.com.

Zone Case Number: **2072-B** R40954
CAUDLE, RANDY T ESTATE & CHRISTINE A
6921 ARMADILLO DR

LUBBOCK TX 79407-8045

Recipient 24 of 30

RECEIVED
AUG 29 2022
BY:

Dear Board Members,

Thank you for being here for our case. My husband and I have owned Clark Apartments since 2012. Since we got the city permits in 2012 (See Attachment 1, "City Permit," on Page 3), we have lived on site downstairs with six 1-bedroom 1-bathroom units upstairs. However, we plan to take up part-time residence in Colorado, maintain roots in Lubbock, and rent downstairs to help pay our mortgage.

Since the building is already zoned A1, we are requesting that the four conditions be waived as an existing building (see the four conditions on Attachment 2, "Zone Case No. 2072-A," on Page 4-6). Out of the four A-1 specific conditions, all were complete per zoning requirements in 2007. However, modifications were approved by the Fire Marshall and Planning Department for Condition 2 in 2012, which permits the use of the first floor as the owners' apartment and storage workroom as well as tenants' laundry room, folding area, and restroom (See Attachment 1. "City Permit" on Page 3). Now, we would like to remove the condition of "owner use only" so that we can rent downstairs, which is another unit of 2 bedrooms, 1 study room and 2 bathrooms (See Attachment 6 at the end of this folder).

We are also requesting to be allowed to maintain 5 parking spaces for our residents rather than increase per Planning Department guidance. For over ten years, parking has never been an issue. Here are four reasons.

First, most tenants are Tech students who don't own cars. Also, it is unnecessary to buy a car living 2 blocks away from Tech and 6 blocks from Wal-Mart. From time to time, we have given them rides for groceries and local sight-seeing places. Most of the students either walk or bike to school, leaving several parking spots vacant most school years (See Attachment 3 on Page 27).

To demonstrate, I would like to present the parking situation at Clark Apartments with a table breaking down by the school year. See Table 2 on Page 9. In 2012-2013, 6 units had cars, ~~meaning one person had to park on the street.~~ In 2013-2014, 3 units had cars, meaning 2 spots were available. 2014-2015 was the same as the previous year. From 2015 to 2018, 4 units had cars, meaning one spot was available. From 2018 to 2021, 3 units had cars, meaning two spots were available. In 2021-2022, 4 units had cars, meaning one spot was available. For the current school year, 2022-2023, only 2 units have cars, meaning 3 spots are available.

To further support the parking documents based on legal leases above, we have included photos downloaded from Google Earth as further evidence of parking availability (See Pages 10 to 23). The dated photos we've included for your reference reflect our parking situation since we have owned Clark Apartments.

Second, we are claiming hardship exception to city planning parking regulations. We have had difficulty purchasing neighboring land for parking spaces. Our call to the owners of vacant land across from Ave V have resulted in no sale. Additionally, we can't afford

vacant land across from 15th street. Also, we are not able to modify the sidewalk off of Ave V on our existing property to create parking spaces per city codes.

Third, we want to be treated as equally as our neighbors for parking. Our neighbor, 2202 Apartments located catty-corner to us, which was built 1964, has 16 units. Based on the city planning parking formula, it should have 28 parking spaces (16X1.5+16/4=28). However, it only has 12 parking spaces and it is coded as straight A1. Also, the R-2 duplexes around the neighborhood should have 3 or 4 parking spaces at minimum. However, most of them only have 1 parking space. Our building was built in 1950, close to the year the 2202 Apartment was built. Based on the parking formula, we should have 13 parking spots if we want to rent downstairs (6X1.5+2+7/4=13). However, we only have 5 parking spaces. The 13 required is double of 5 plus 3, which is slightly better than the 28 required of 2202 Apartments which is double of 12 plus 4. Therefore, we should be treated like our neighbors and granted as straight A1 as well.

Finally, we have built a close and small community that easily helps us identify tenants' cars and eliminate unknown ones. Out of the 39 tenants in the past, 22 are PhD students (See Table 1 on Page 7). They are dedicated to school and mature to act as good renters. Our small-family-style community is often called "peaceful and quiet" by our tenants.

Clark Apartments is like our baby. It became our first home and property after we got married. We have been striving to improve the building and providing a great service to our tenants. We know each tenant in person. We greet our tenants and check on them whenever we see them. We have an annual pre-Thanksgiving event to show our hospitality and share diverse cultures (See Attachment 4 on Pages 28-29). In support of the relationships that we form and maintain with our residents, we have included a letter by a previous tenant speaking on our behalf and expressing his gratitude towards us (See the Attachment 5 on Page 30). So far, every tenant rated us 5 stars on Google except my husband rated us 4, which is a great reflection that we always have room to improve.

Thank you for listening and considering our hardship about meeting the parking requirement. As a school teacher and soon-to-be professor, I have contributed to our community and made it better with my husband who was also a school teacher. Changing from "A-1 specific" to "A1" will greatly help us continue contributing to our community and make it a better place as individuals, not a big corporation.

Thank you for your time listening to our story. We look forward to your support!

Dr. Ni Wang Clark

09.01.2022

Building permit

Attachment 1

Manage Permit Search

8782-ALTC (2123 15TH ST LUBBOCK, TX 794013718)

NEW PERMIT

- Summary
- Details
- Location
- Additional Info
- Workflow
- Linked Records
- Holds
- Contacts
- Fees (3)
- Bonds
- Activities

Construction Type

Occupancy

Hold and Flag Info

Building Codes

(Uniform Code:) 2009 IECC INTERNATIONAL ENERGY CONSERVATION CODE
(Date) 03/01/2012
(Uniform Code:) 2006 IBC INTERNATIONAL BUILDING CODE
(Date) 04/15/2010
(Uniform Code:) 2009 IMC INTERNATIONAL

Import Notes

1ST FLOOR ALTERATION TO APARTMENT BUILDING. EXISTING SHELL SPACE TO BE CONVERTED INTO APARTMENT UNIT FOR OWNER ONLY AND STORAGE WORKROOM . LAUNDRY, FOLDING AREA AND RESTROOM SPACE FOR TENANTS ONLY. NO DEMOLITION REQUIRED AREA IS VACANT. NO FIRE SPRINKLER REQUIRED BECAUSE NO ALTERATION TO SECOND FLOOR. FIRE MARSHALL SIGN OFF ON 1 HOUR SEPARATION REQUIRED ONLY AT CEILING OF 1ST FLOOR. RANDY HENSON APPROVAL OF APARTMENT AND LAUNDRY AREA FOR TENANTS WITH LETTER FROM OWNER THAT HE (OWNER) WILL NOT RENT OUT APARTMENT OR CHANGE STORAGE ROOM TO ANY OTHER USE.

Director of Planning

this permit allowed for the Bottom unit to be used as living space occupied by the owner only

First Reading
June 26, 2007
Item No. 5.2

Second Reading
July 12, 2007
Item No. 5.1

4

ORDINANCE NO. 2007-00060

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 2072-A; A ZONING CHANGE FROM A-2 LIMITED TO CHURCH AND CHURCH RELATED USES TO A-1 SPECIFIC USE FOR APARTMENTS WITH REDUCED PARKING ON LOT 12, BLOCK 52, OVERTON ADDITION, LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY, PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 29-29 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 2072-A

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning from **A-2 limited to a church and church related uses** to **A-1 Specific Use** for **apartments with reduced parking** under provisions of Section 29-24 of the Code of Ordinances of the City of Lubbock on Lot 12, Block 52, Overton Addition, City of Lubbock, Lubbock County, Texas, located at **2123 15th Street**, subject to conditions.

A1 ~~SPEC USE~~

Attachment 2. 1 5

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **That all of the six units on the second floor shall meet a level of the construction and fire codes as determined acceptable by the Building Official and fire Marshall;**

2. **The first floor shall be used only in the following manner:**

   - **The area may be partitioned with a door installed in each partitioned space as storage for the unit above.**

   - **The first floor may remain unused. Doors and windows shall be blocked as approved by the Building Official. The area may be used for storage of equipment related to the maintenance of the facility only and fire ratings shall comply as approved by the Building Official. The area shall not be used for any public or social gathering for either the residents or general public.**

3. **That the exterior of the building be painted and/or enhanced with regard to appearance; and**

4. **That the curb on Avenue V shall be replaced, the parkway and private portion of the parcel adjacent to Avenue V shall be landscaped, and the sidewalk shall be approved by the Building Official as acceptable or repaired to an acceptable condition.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 29-24 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **A-2 limited to a church and church related uses** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section **29-24 (c) (24)** of Codified Zoning Ordinance No. 7084 on the property described as **Lot 12, Block 52, Overton Addition**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this 26th day of June, 2007.

Passed by the City Council on second reading this 12th day of July, 2007.

DAVID A. MILLER, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Randy Henson, Director of Planning

APPROVED AS TO FORM:

Linda L. Chamales
Senior Attorney Office Practice

vw/cityatt/Linda/ZoneCases/ZC2072-A
June 27, 2007

Table 1. Tenants lease term, nationality, occupation, parking by unit

Unit #	Name	Lease term	Parking	Occupation
A	Roman	08.22.2012-08.31.2013	car	nurse student
A	Miriam	08.15.2013-06.30.2019	car	PHD student
A	Yanjun	07.01.2019-07.31.2022	car	full-time mom
A	Samodh	08.24.2022-07.31.2023	no car	Lecturer
B	Debbie	03.01.2012-2.29.2016	car	nurse
B	Hassan	03.08.2016-7.31.2017	no car	PHD student
B	Uriri Lulu	08.26.2017-8.31.2018	car	PHD student
B	Herbert	07.01.2018-07.01.2020	car	PHD student
B	Iryna	08.10.2020-7.30.2022	no car	PHD student
B	Marjan	07.15.2022-07.31.2023	no car	PHD student
C	Yuying	08.19.2012-08.31.2013	car	visiting professor
C	Edward	08.01.2014-07.31.2017	car	bachelor student
C	Azri	07.01.2017-12.31.2018	no car	master student
C	Boddan	01.01.2019-05.20.2021	no car	PHD student
C	Yusuf	05.21.2021-07.31.2022	no car	PHD student
C	Saad	08.01.2022-07.31.2023	no car	PHD student
D	Matt	08.20.2012-12.31.2012	car	bachelor student
D	Julio	01.18.2013-08.31.2016	no car	PHD student

D	Khubaib	09.15.2016-12.31.2016	no car	PHD student
D	Usman	01.01.2017-06.30.2017	no car	PHD student
D	Edwin	07.01.2017-06.30.2019	car	bachelor student
D	Yanhong	08.12.2019-07.31.2020	car	PHD student
D	Alisha	07.01.2021-07.31.2022	car	master student
D	Susan	08.23.2022-07.31.2023	car	school teacher
E	Lyle	08.23.2012-12.15.2012	car	bachelor student
E	Daniela	08.11.2013-01.31.2015	no car	master student
E	Khubaib	08.23.2015-08.31.2016	no car	PHD student
E	Yong	08.21.2016-07.31.2017	car	PHD student
E	Haining	09.01.2017-08.31.2018	car	PHD student
E	Johnson	07.15.2018-07.31.2020	no car	PHD student
E	Ethan	08.09.2021-07.31.2022	car	working young man
E	Elaheh	08.01.2022-07.31.2023	no car	PHD student
F	owners	03.01.2012-04.01.2014	car	
F	Taguchi	04.25.2014-03.31.2015	no car	visiting scholar
F	Noris	08.01.2015-07.31.2016	car	bachelor student
F	Drey	08.21.2016-12.31.2016	car	bachelor student
F	Edwin	01.01.2017-06.30.2017	car	bachelor student
F	Christopher	08.01.2017-12.31.2017	no car	PHD student
F	Hong	02.01.2018-01.31.2019	no car	PHD student

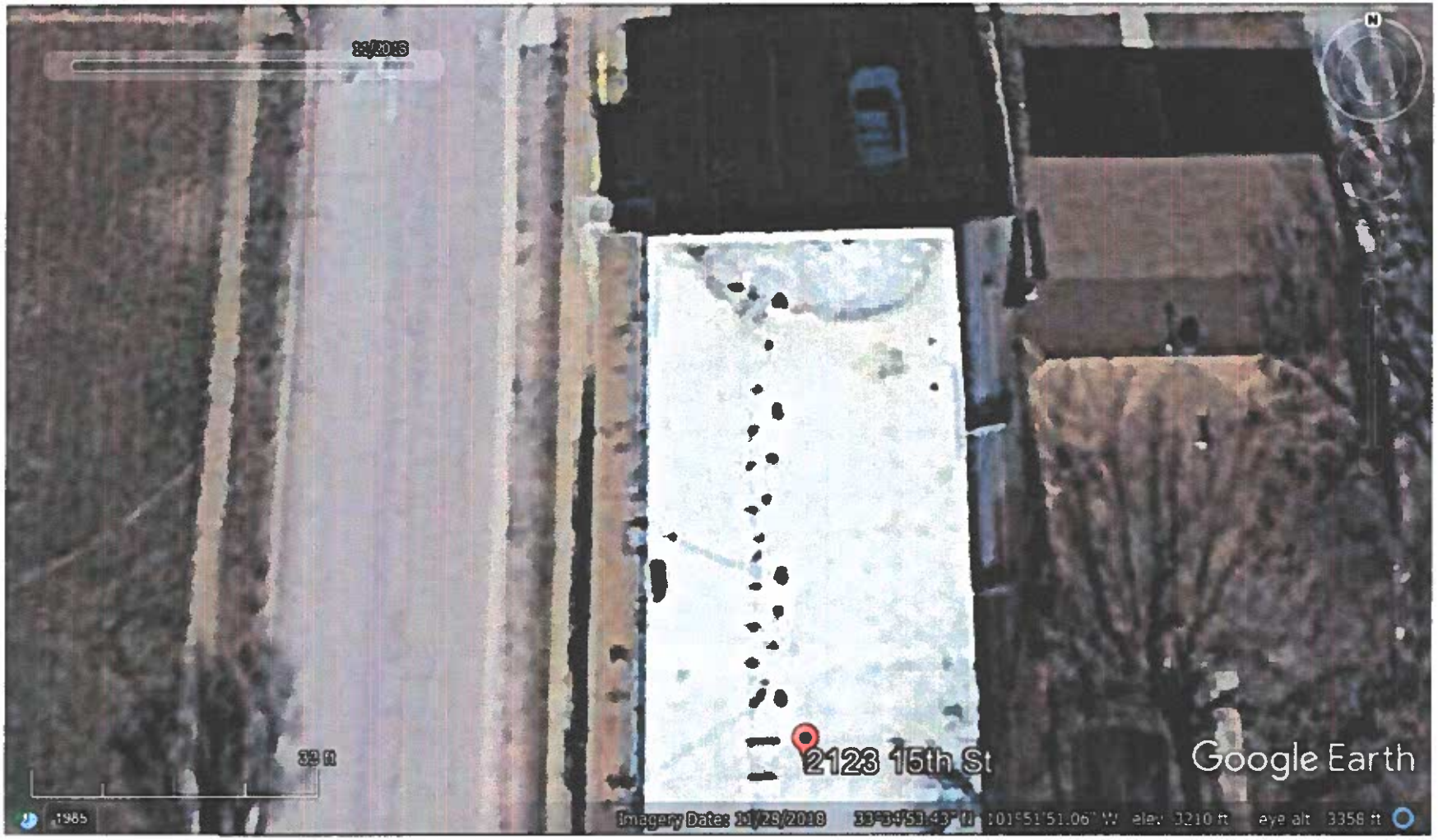
F	Christopher	08.01.2019-07.31.2020	no car	PHD student
F	Ali	08.30.2020-07.31.2022	car	PHD student
F	Orson	07.01.2022-12.31.2022	car	bachelor student

Table 2. Tenants parking by school year

Year	Unit A	Parking	B	Parking	C	Parking	D	Parking	E	Parking	F	Parking	car proportion
2012-2013	Roman	car	Debbie	car	Yuying	car	Matt	car	Lyle	car	owners		5/5
2013-2014	Miriam	car	Debbie	car			Julio	no car	Daniela	no car	owners		3/5
2014-2015	Miriam	car	Debbie	car	Edward	car	Julio	no car	Daniela	no car	Taguchi	no car	3/5
2015-2016	Miriam	car	Debbie [redacted]	car	Edward	car	Julio	no car	Khubaib	no car	Noris	car	4/5
2016-2017	Miriam	car	Hassan	no car	Edward	car	Khubaib [redacted]	no car	Yong	car	Edwin	car	4/5
2017-2018	Miriam	car	Uriri Lulu	car	Azri	no car	Edwin	car	Haining	car	Christopher	no car	4/5
2018-2019	Miriam	car	Herbert	car	Boddan	no car	Edwin	car	Johnson	no car	Hong	no car	3/5
2019-2020	Yanjun	car	Herbert	car	Boddan	no car	Edwin	car	Johnson	no car	Christopher	no car	3/5
2020-2021	Yanjun	car	Iryna	no car	Boddan	no car	Yanhong	car	Johnson	no car	Ali	car	3/5
2021-2022	Yanjun	car	Iryna	no car	Yusuf	no car	Alisha	car	Ethan	car	Ali	car	4/5
2022-2023	Samodh	no car	Marjan	no car	Saad	no car	Susan	car	Elaheh	no car	Orson	car	2/5

(02.20.2017, 3 cars; the red circled is the owner's truck)

(11.28.2018, 1 car)



(11.28.2018, close up, 1 car)

(02.05.2021, 3 cars)

(02.05.2021, close up, 3 cars; the red circled is the owner's truck)

Fire Marshall Report

INSPECTION REPORT

LUBBOCK FIRE MARSHAL'S OFFICE
1601 Mac Davis Lane, Lubbock, TX 79401
806-775-2646 FAX 806-775-3508

April 23, 2014

Business Name	Manager		
Clark Apts	Josh Clark		
Address	Suite #	Phone Number	
2123-15 th St			
Occupancy Type	Reason for Inspection	Inspection Type	Inspection Result
Residential	Final Fire Inspection	Re-Inspection	Passed

1	Address
2	Aisles
3	Alarm System
4	Building Repairs
5	Burning Permit
6	Chemicals
7	Combustibles
8	Commercial Vent Hood
9	Doors
10	Fire Lane
11	Electricity
12	Emergency Lighting
13	Exit Lights/Signs
14	Exits
15	Extinguishers
16	Fire Door
17	Firewalls/Enclosures
18	Flame-proofing
19	Flammable Liquids
20	Paint Spraying
21	Fixed Ext. System
22	Heating
23	Smoke Detectors
24	Sprinklers
25	Stairs
26	Standpipe-Hose Cabinet
27	Other
	TOTAL VIOLATIONS:

D-Deficiencies, correct as soon as possible
V1-Immediate actions taken
V2-10 days to correct
V3-10 days to initiate correction

CITATIONS MAY BE ISSUED FOR FAILURE TO COMPLY

Remarks:

9 - Main exterior exit is a single glass door. This is an R-2 occupancy type. The door may have to be a rated door since it is on the exterior of the building and glass can not be fire rated as apart of the entire wall assembly.
Please contact the Building Official regarding this exterior door to the apartment.

Also follow up with building officials office regarding the finish out of the exterior door on storage area on north end of the building. Completely seal door.

15- good, maintain an annual inspection by a licensed company
23-good, interconnected through out rooms and hallways leading to sleeping areas.
11-labeled electrical panel, good
27- small gaps in heater closet shall be filled in completely

Pass - pending building officials approval of exterior doors mentioned above

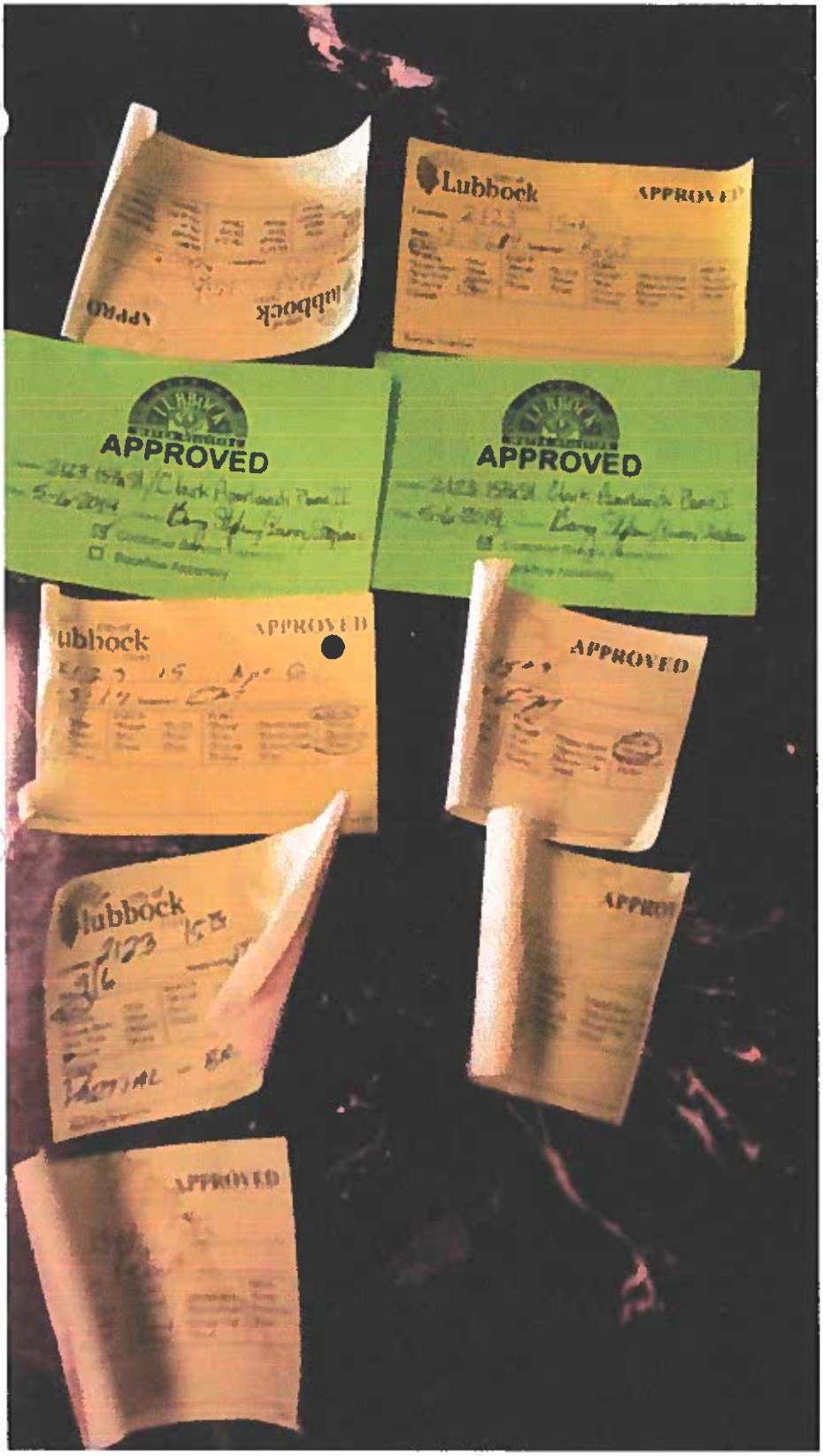
Final Fire Inspection
Submittal to Building Official Required for Final Certificate of Occupancy

Owner or Representative

Inspector - Alan Martin-122114

Curb and landscape

Permits from the city


Lubbock
APPROVED
APPROVED
APPROVED
APPROVED
APPROVED
APPROVED

Attachment 3. Bicycle area inside of the building. Tenants' bikes.

Attachment 4. Annual Pre-thanksgiving Event

(Herbert in yellow who wrote a letter to the Board on our behalf)

Attachment 5. A letter to Board members from a renter

Dear Board Members,

I write this letter to speak of the great experiences I have had living at Clark Apartments. I was a single parent raising a daughter and finding Clark Apartments provided me an opportunity to have her attend one of the better schools in the Lubbock Independent School District. While living at Clark Apartments, there were many community activities such as planting and growing vegetables, Thanksgiving dinners, exercising, and excursions. The landlords, Joshua and Sharon Clark, were always hospitable and easy to speak with when it came to having issues about life or the apartment. I only had one incident to notify the landlord about the apartment and that was due to my chair denting a hole in the wall along the baseboard. As soon as I notified Joshua Clark, repairs were done within the same day. That is the type of dependability that tenants can rely on.

Having landlords such as Joshua and Sharon Clark are difficult to find these days. They both will take the time to speak with the tenants and make everyone feel welcomed to be a part of the community. As mentioned earlier, growing vegetables was an experience that my daughter enjoyed because it involved planting seeds or bulbs during specific months and giving it time to grow before harvesting them from the plant beds or garden to eat. Mrs. Clark often offered freshly grown vegetables to tenants from the garden. She offered space for tenants to grow their own vegetables.

Every Thanksgiving, the Clarks would prepare a huge feast that feed every tenant as well as friends and family that chose to accept the invitation to come to the Thanksgiving dinner. When it came to exercising, some of the tenants along with Mrs. Clark would go down to play basketball either at the community center down the street or at the university campus. Majority of the tenants are Texas Tech University graduate students and that provides a secure place to call home while studying at Texas Tech University.

Another advantage of living at Clark Apartments is Joshua Clark's ability to build items for tenants. I recall an incident where I had to teach online classes and I had mentioned to Mr. Clark that I was trying to find a structure to hang a green screen on. Before the structure I ordered arrived, Mr. Clark built a sturdy rolling structure to hang my green screen which resulted in my cancelling my order and saving some funds. There have been other times where the other tenants, my daughter, and I went on picnic to visit areas that we were unaware existed in the area. We visited Pumpkin Patches and Christmas light shows in other neighborhoods as a community. There are not many landlords that would take time to do that with tenants. Most landlords are only concerned with payments on the first and the fifth of the month. I am grateful for the opportunity to have been a member of the community. My daughter met kids her age because of the outings and events. The biggest takeaway is that she experienced something unique from the landlords. They showed the value of being an active member in the community to build a better community. She will take the lessons learned and apply them in the future in her future endeavors.

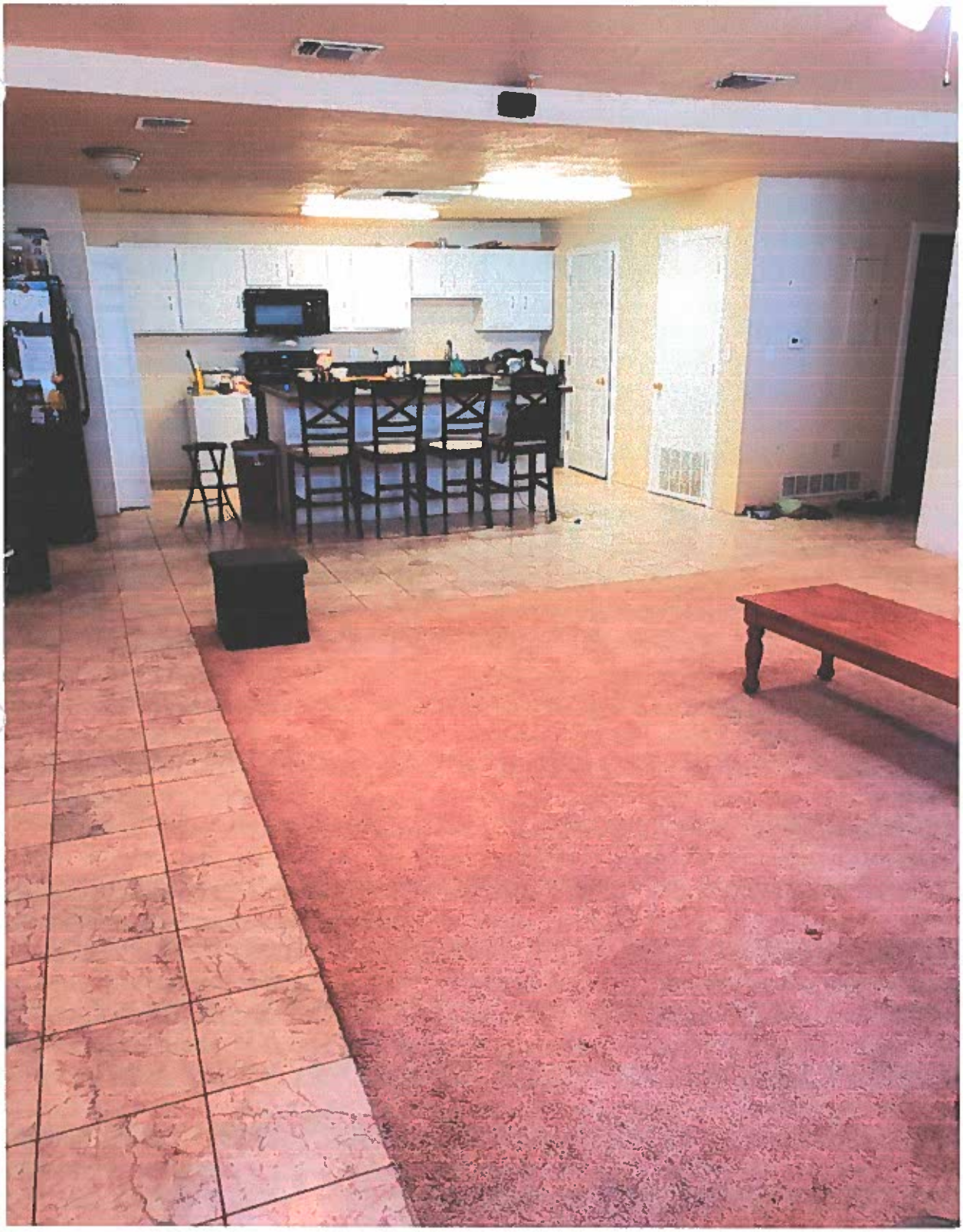
I would recommend Clark Apartments to anyone moving to Lubbock to attend Texas Tech University. The landlords are awesome people and do all they can to help others. Thank you for taking a moment to read this letter. Have a great day!!

Best regards,

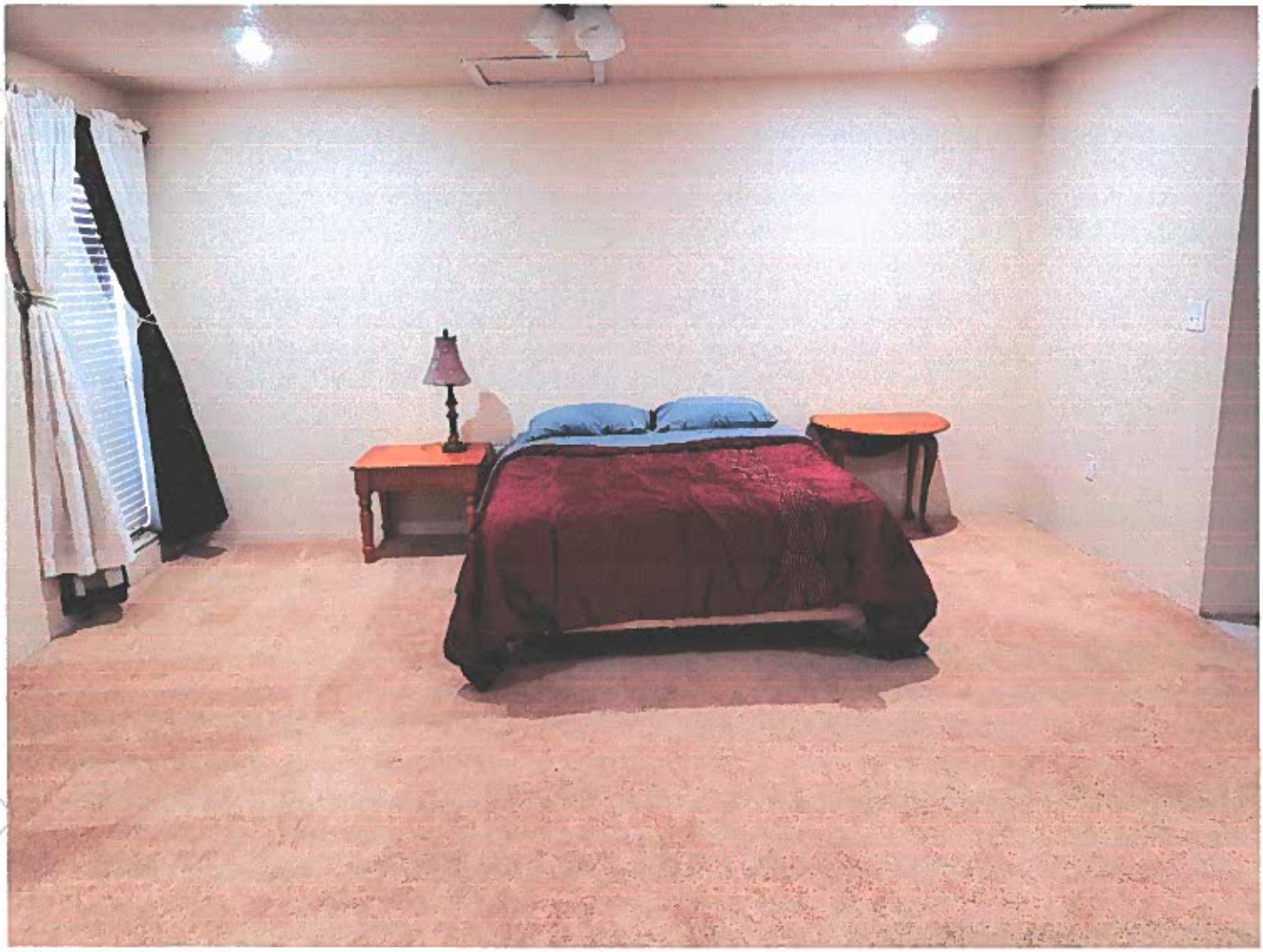
Herbert [redacted] (Former Tenant)

Attachment 6. Downstairs photos

(Living room)



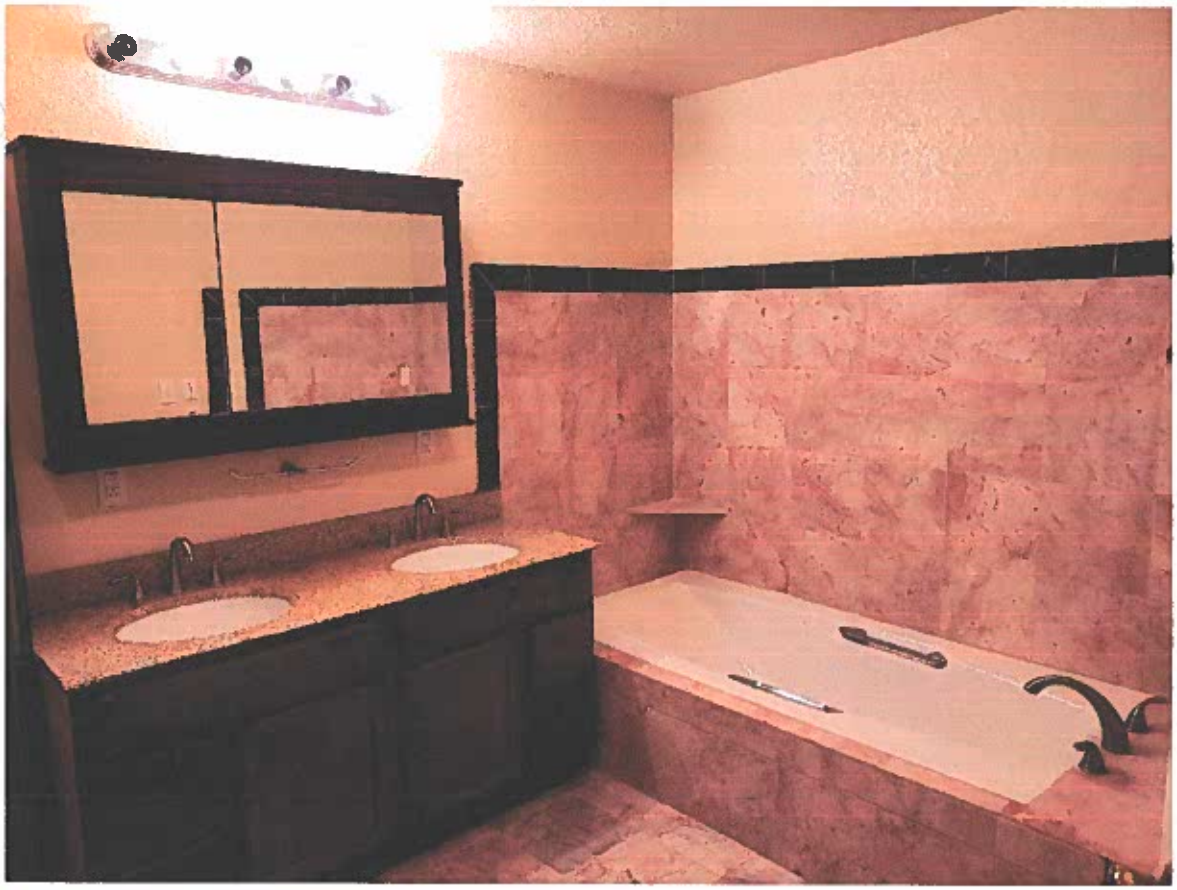
(Living room and kitchen)



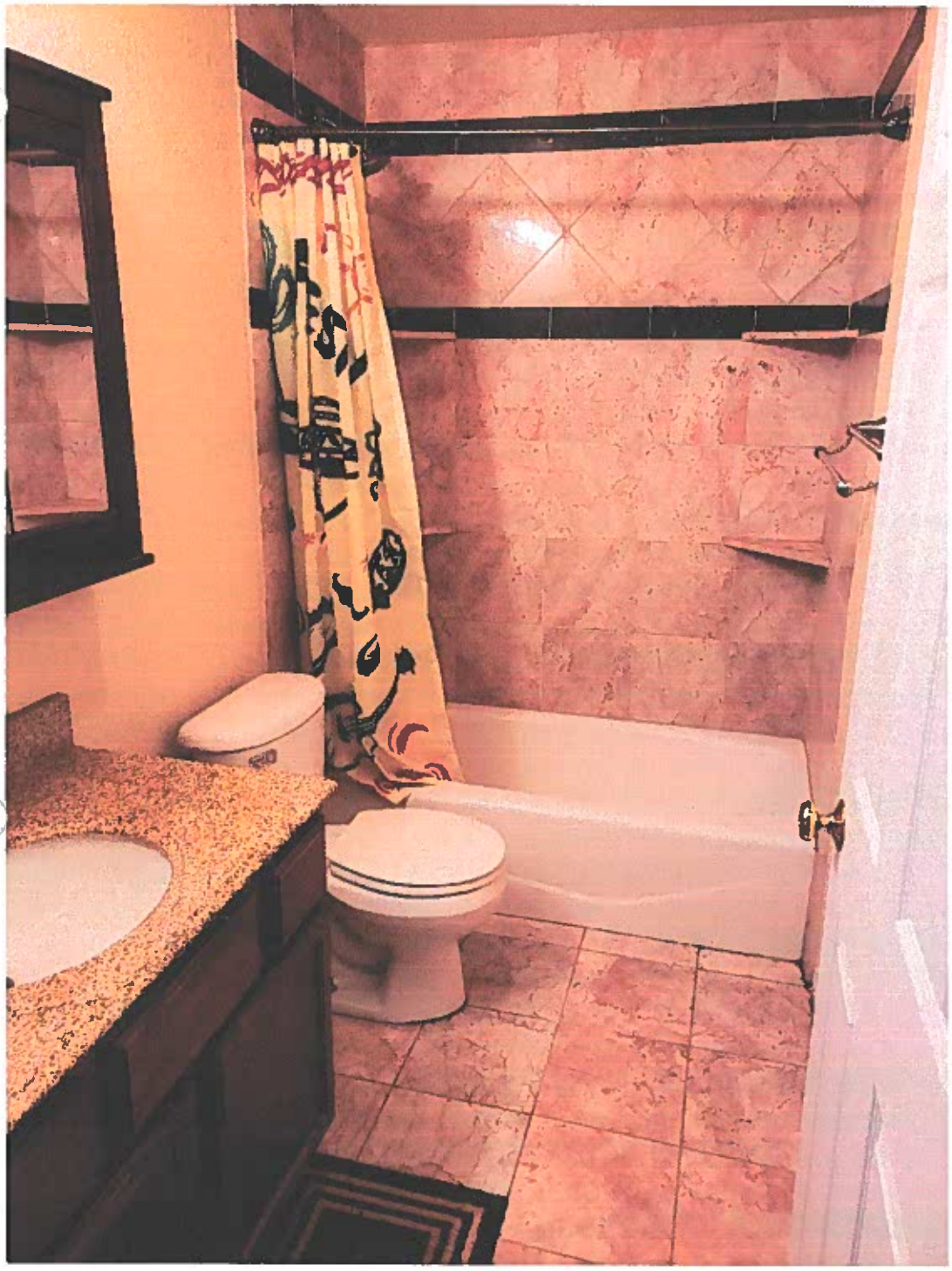
(Master bedroom)

(Guest bedroom)

(Study room)



(master's bedroom)



(Guest's bedroom)

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 1): Consider Ordinance No. 2022-O0144, for Zone Case 809-A, a request of AMD Engineering, LLC for Shanghai Development Company, LLC, for a zone change from Single-Family District (R-1) to General Retail District (C-3) and Reduced Setbacks Single-Family District (R-1A) generally located north of Drake Street and east of University Avenue, on 64.03 acres of unplatted land out of Block A, Section 11.

Item Summary

On September 27, 2022, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on September 1, 2022, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 809-A
Staff Report 809-A
Documentation 809-A

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 809-A; A ZONING CHANGE FROM R-1 TO C-3 AND R-1A ZONING DISTRICT GENERALLY LOCATED NORTH OF DRAKE STREET AND EAST OF UNIVERSITY AVENUE, ON 64.03 ACRES OF UNPLATTED LAND OUT OF BLOCK A, SECTION 11, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 809-A

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** to **C-3 and R-1A** zoning district **generally located north of Drake Street and east of University Avenue, on 64.03 acres of unplatted land out of Block A, Section 11,** City of Lubbock, Lubbock County, Texas, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 3. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 4. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager
Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure
Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC809-A
September 1, 2022

DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 11, BLOCK A,
LUBBOCK COUNTY, TEXAS
PREPARED FOR C-3 PORTION OF THIS ZONING REQUEST

(Sheet 1 of 3, Sketch of tract attached as Sheet 3)

METES AND BOUNDS DESCRIPTION of a 7.61-acre tract of land located in Section 11, Block A, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point at the southeast corner of said 7.61-acre tract, whence the southeast corner of the northwest quarter of Section 11, Block A, bears S 83° 41' 14" E, a distance of 2356.15 feet;

THENCE N 88° 11' 26" W an approximate distance of 282.33 feet;

THENCE N 00° 49' 12" E an approximate distance of 1134.47 feet;

THENCE S 88° 11' 26" E an approximate distance of 301.92 feet;

THENCE S 01° 48' 34" W an approximate distance of 1134.30 feet to the Point of Beginning and containing approximately 7.61 acres.

This description was prepared for purposes of a zoning request and does not represent a survey made upon the ground.

Prepared for: Shanghai Development Company, LLC.

DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 11, BLOCK A,
LUBBOCK COUNTY, TEXAS
PREPARED FOR R-1A PORTION OF THIS ZONING REQUEST

(Sheet 2 of 3, Sketch of tract attached as Sheet 3)

METES AND BOUNDS DESCRIPTION of a 56.42-acre tract of land located in Section 11, Block A, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point at the southwest corner of said 56.42-acre tract, whence the southeast corner of the northwest quarter of Section 11, Block A, bears S 83° 41' 14" E, a distance of 2356.15 feet;

THENCE S 88° 11' 26" E an approximate distance of 2167.62 feet;

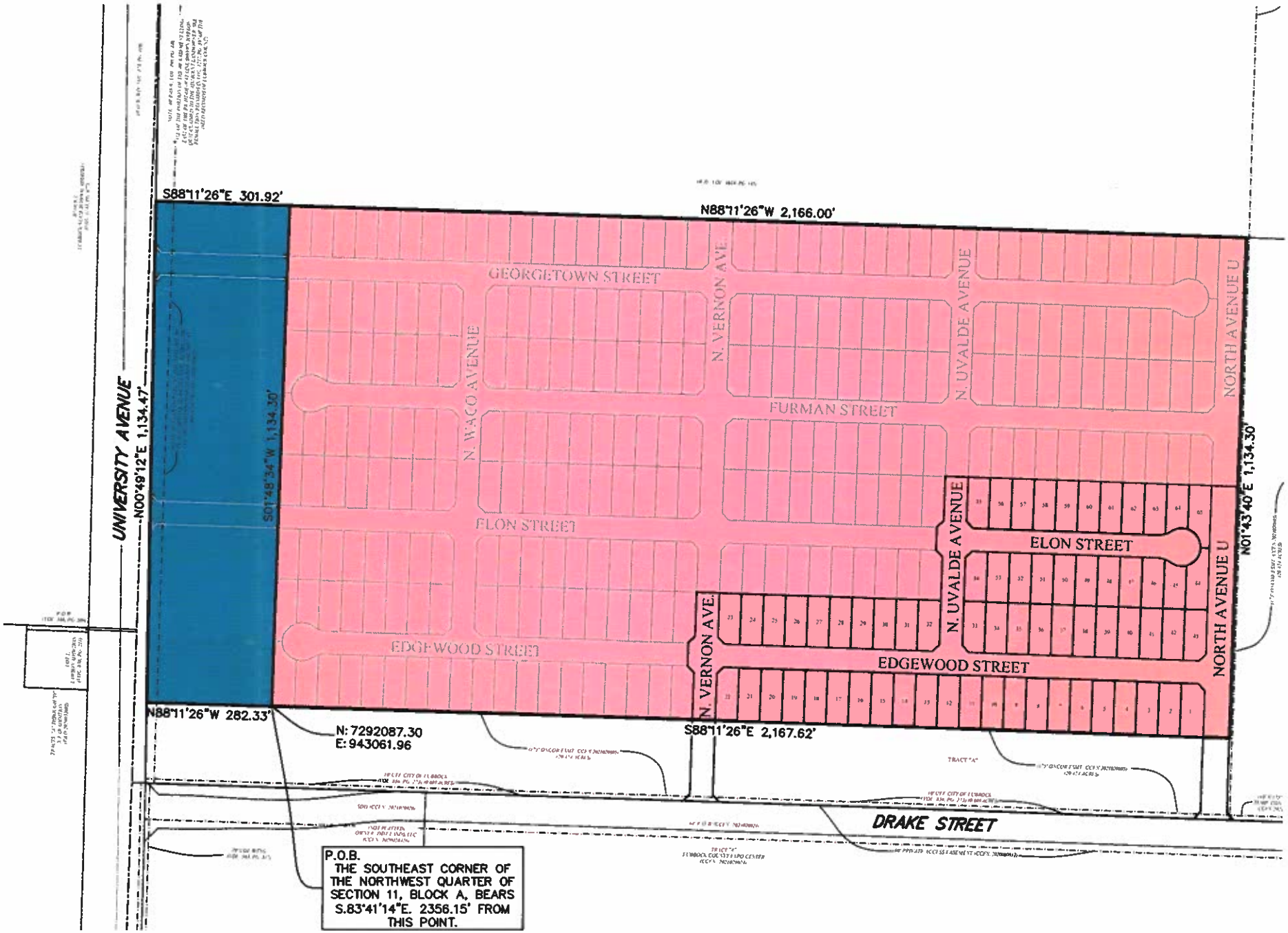
THENCE N 01° 43' 40" E an approximate distance of 1134.30 feet;

THENCE N 88° 11' 26" W an approximate distance of 2166.00 feet;

THENCE S 01° 48' 34" W an approximate distance of 1134.30 feet to the Point of Beginning and containing approximately 56.42 acres.

This description was prepared for purposes of a zoning request and does not represent a survey made upon the ground.

Prepared for: Shanghai Development Company, LLC.


S88°11'26"E 301.92'
N88°11'26"W 2,166.00'
UNIVERSITY AVENUE
N00°49'12"E 1,134.47'
S01°48'34"W 1,134.30'
GEORGETOWN STREET
N. WACO AVENUE
N. VERNON AVE.
N. UVALDE AVENUE
NORTH AVENUE U
FURMAN STREET
ELON STREET
EDGEWOOD STREET
N01°43'40"E 1,134.30'
N88°11'26"W 282.33'
N: 7292087.30
E: 943061.96
S88°11'26"E 2,167.62'
DRAKE STREET
P.O.B.
THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 11, BLOCK A, BEARS S.83°41'14"E. 2356.15' FROM THIS POINT.

Planning Department
City of Lubbock

Staff Report	Zone Case 809-A
City Council Meeting	September 27, 2022

Applicant AMD Engineering LLC

Property Owner Shanghai Development Company, LLC

Council District **1**

Recommendations
- Staff recommends Approval of this request.

Prior Board or Council Action
- September 11, 1958, Ordinance No. 2536: This property was annexed into city limits.
- April 6, 1960, Zone Case 809, Ordinance No. 3090: This property was zoned Single-Family District (R-1).
- September 1, 2022, Zone Case 809-A: The Planning and Zoning Commission recommended approval for a zone change from Single-Family District (R-1) to General Retail District (C-3) and Reduced Setbacks Single-Family District (R-1A) by a vote of 8-0-0.

Notification Summary
- Notifications Sent: 5
- Received In Favor: 1
- Received In Opposition: 0

Site Conditions and History
The subject property is vacant and consists of 64.03 acres of unplatted land out of Block A, Section 11.

Adjacent Property Development
The surrounding properties are zoned Single-Family District (R-1) to the south and east, Single-Family District (R-1) with a Specific Use for a State School to the west, and Industrial Park District (IDP) to the north. The surrounding land to the east, south, and north is vacant, with a school to the west.

Zoning Request and Analysis
Item Summary
The subject property is generally located north of Drake Street and east of University Avenue. The applicant is requesting a zone change from Single-Family District (R-1) to General Retail District (C-3) and Reduced Setback Single-Family District (R-1A).

Current zoning: **Single-Family District (R-1)**

Requested zoning: **General Retail District (C-3) and Reduced Setback Single-Family District (R-1A)**

Intent Statements
The intent of the current R-1 zoning is "…to promote orderly and proper development of single-family residential units; to protect established and future single-family residential developments from inharmonious and harmful land uses; and to provide a "quality environment" for the residents of the district and city."

The intent of the proposed R-1A zoning is "…to promote orderly and proper development of single-family residential units, to protect established and future single-family residential developments from inharmonious and harmful land uses, and to provide a "quality environment" for the residents of the district and city."

The intent of the proposed C-3 zoning is "…to provide for general commercial uses which are medium activity centers in terms of generated traffic. Such districts should be adjacent to local or regional thoroughfares such as state or federal highways. Because of the commercial nature of the permitted uses, compatibility with adjacent residential areas should be considered."

Traffic Network/Infrastructure Impacts
The location is along North University Avenue, which is designated as a Principal Arterial. Arterials are major thoroughfares designed to carry large quantities of traffic at relatively high speeds.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and would not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for Low-Density Residential land uses. This request partially conforms to this designation. While the requested C-3 zoning does not conform, it is compatible with the Comprehensive Plan Principles, as it is proposed along a major thoroughfare. Therefore, this request is in moderate conformance with the Comprehensive Plan.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance. The property is located along a Principal Arterial and the C-3 zoning will create a buffer for the R-1A zoning, from the thoroughfare.

Suitability of Property for Allowed Uses
The property is suitable for the proposed commercial and residential uses, though additional improvements will be necessary, as the property has not been platted.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and supporting documentation
I. Notification Responses

Staff Contacts

Shane Spencer
Planner
Planning Department
806-775-2103
sspencer@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 809-A

Allowable Uses: General Retail District (C-3) and Reduced Setbacks Single-Family District (R-1A)

Transportation: The proposed development has a point of access from University Avenue

Thoroughfare	Existing	Per Thoroughfare Development Plan
University Avenue, Principal Arterial, Partial	R.O.W. 90 feet, 5 lane, undivided, paved.	R.O.W. 110 feet, 7 lanes, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

District 1

5.2 **Zone Case 809-A:** AMD Engineering, LLC for Shanghai Development Company, LLC, request a zone change from Single-Family District (R-1) to General Retail District (C-3) and Reduced Setbacks Single-Family District (R-1A) at:

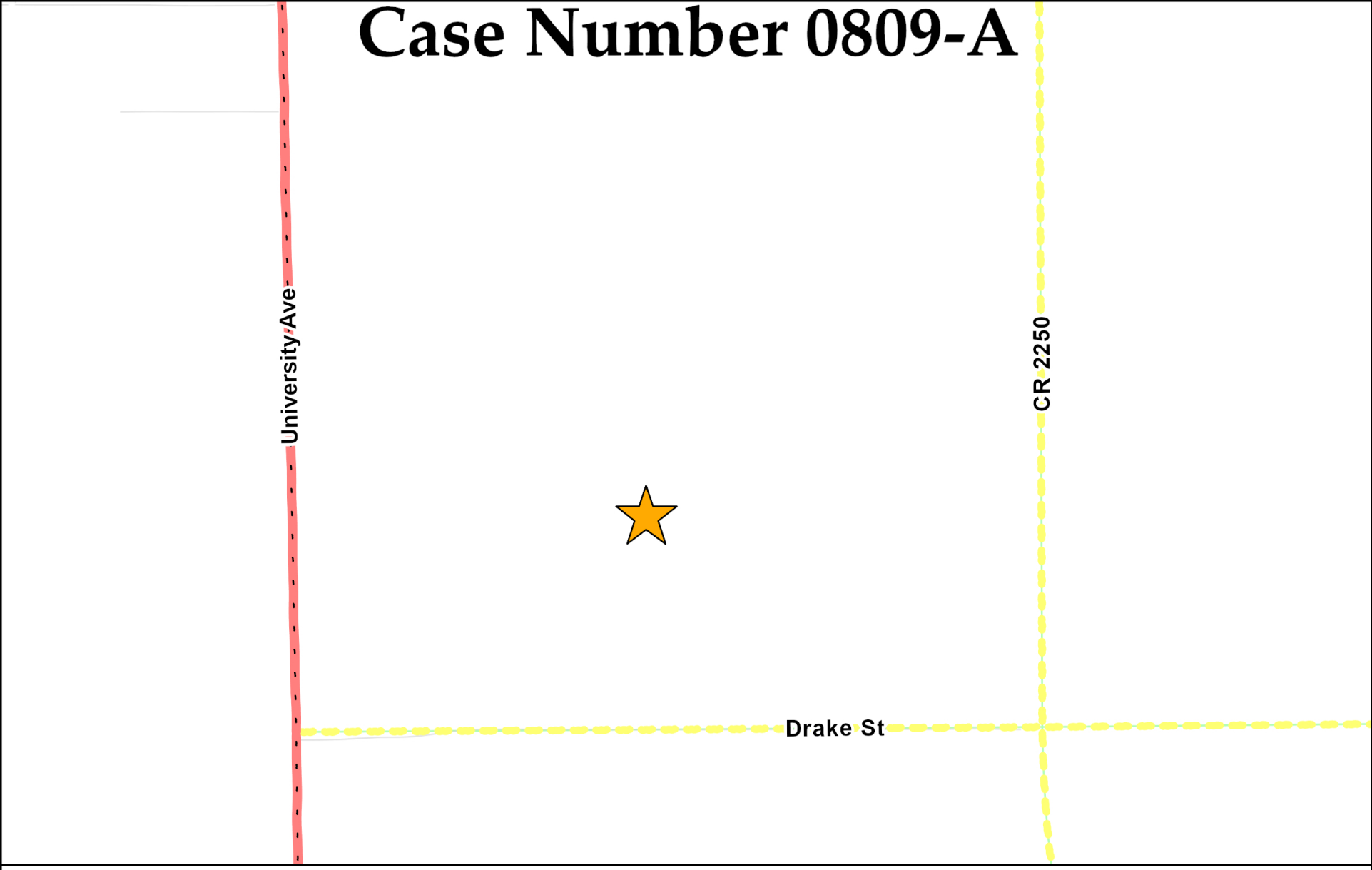
- Generally located north of Drake Street and east of University Avenue, on 64.03 acres of unplatted land out of Block A, Section 11.

PLANNER SHANE SPENCER stated five (5) notifications were sent out with one (1) returned in favor. Staff shared the location of the property including pictures, maps, and discussed the surrounding properties. Staff recommends approval of the request.

APPLICANT'S REPRESENTATIVE CORY DULIN AMD Engineering 6515 68th Street representing George McMahan and Shanghai Development, advised they want to build standard residential lots.

In the matter of **Zone Case 809-A**, a motion was made by **TANNER NOBLE** and seconded by **BRANDON HARDAWAY** to approve the request and the Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Case Number 0809-A



Collector
- Completed
- Partial
- Future

Minor Arterial
- Completed
- Partial
- Future

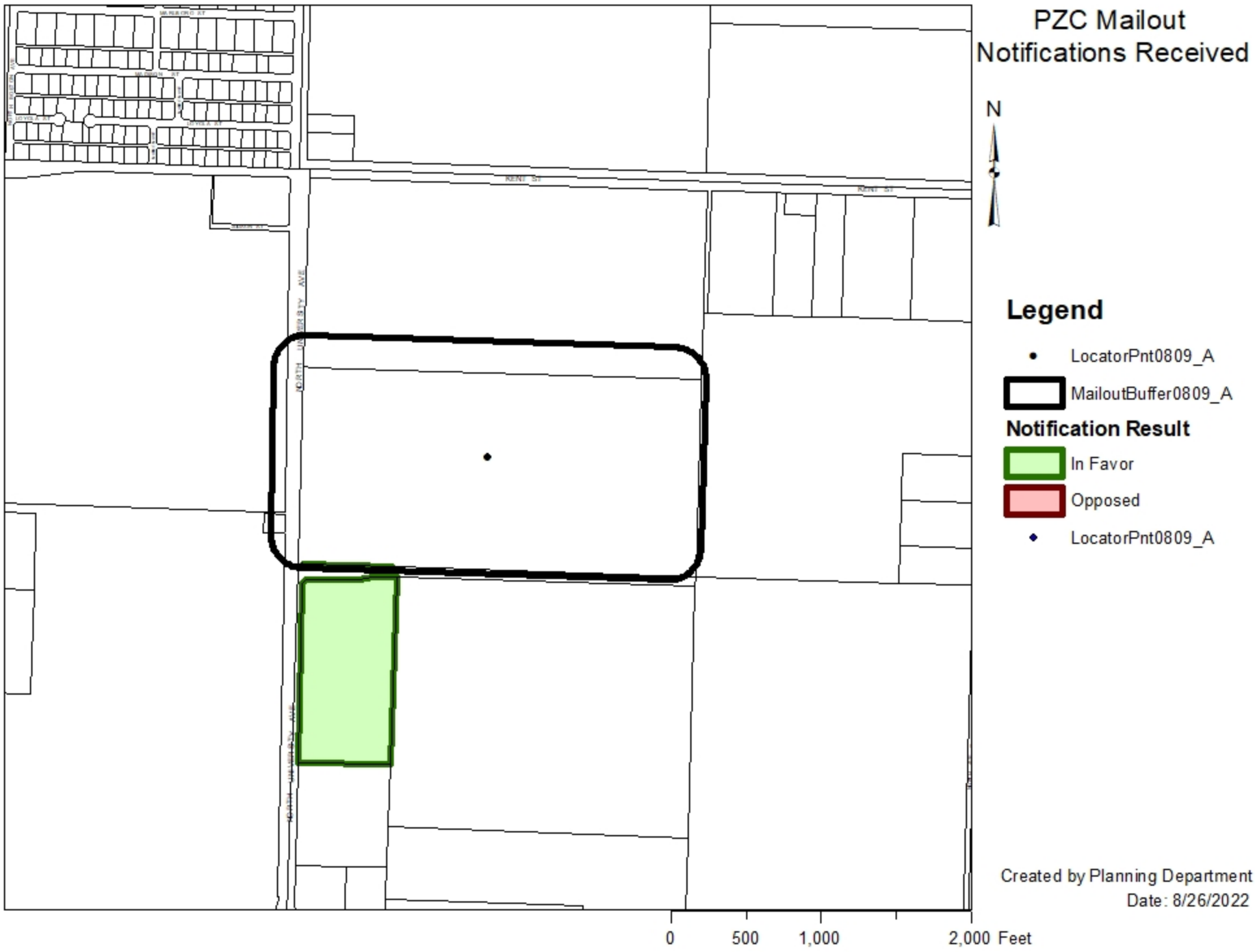
Modified Arterial
- Partial
- Future

Principal Arterial
- Completed
- Partial
- Future

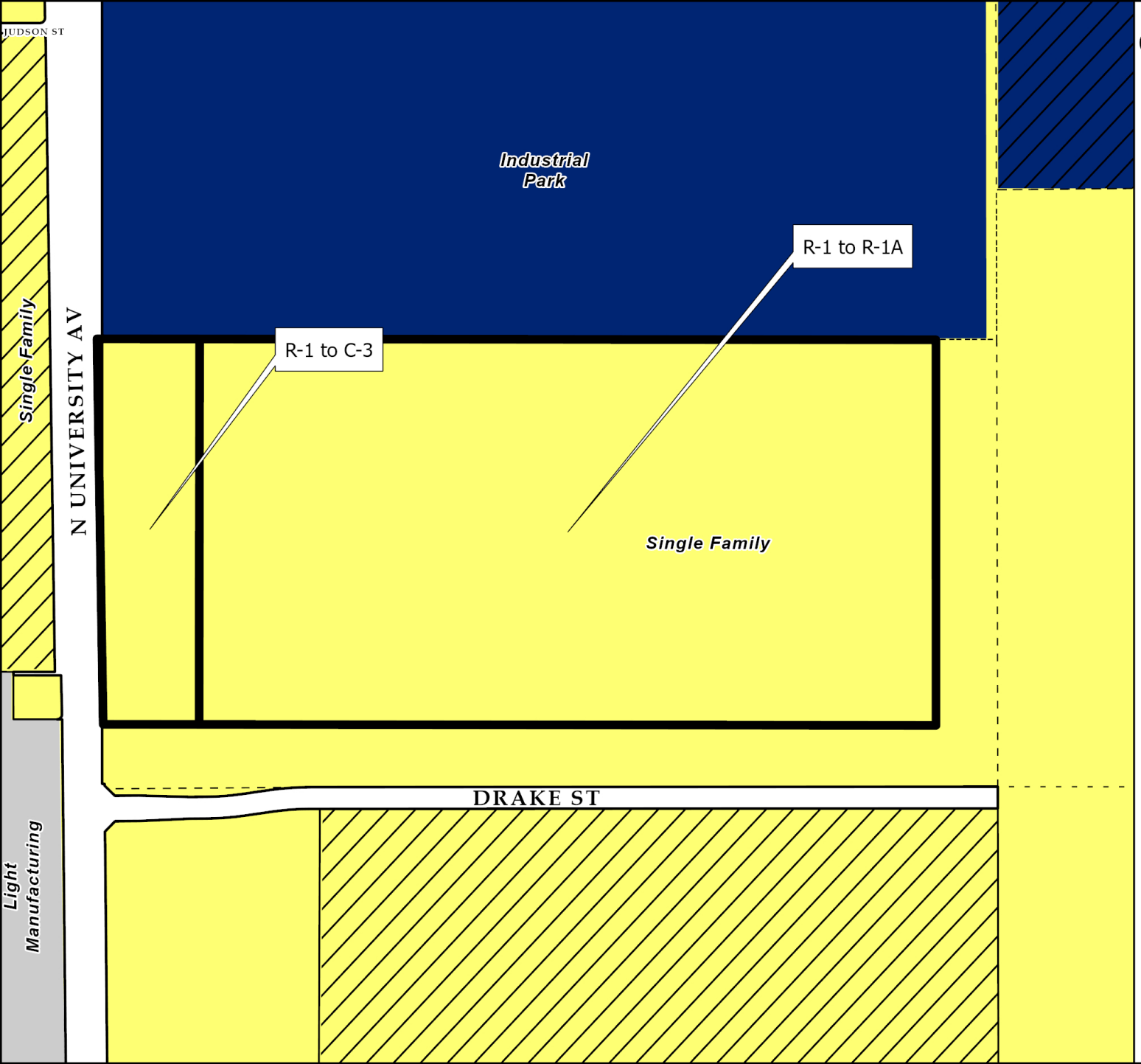
Freeway
- Completed
- Partial
- Proposed Outer Loop

N
W E
S

Date Exported: August 2022


PZC Mailout
Notifications Received
N
Legend
LocatorPnt0809_A
MailoutBuffer0809_A
Notification Result
In Favor
Opposed
LocatorPnt0809_A
KENT ST
KENT ST
NORTH UNIVERSITY AVE
NORTH UNIVERSITY AVE
0
500
1,000
2,000 Feet
Created by Planning Department
Date: 8/26/2022

Case Number 0809-A



Current Zoning

0809-A

Zoning Districts

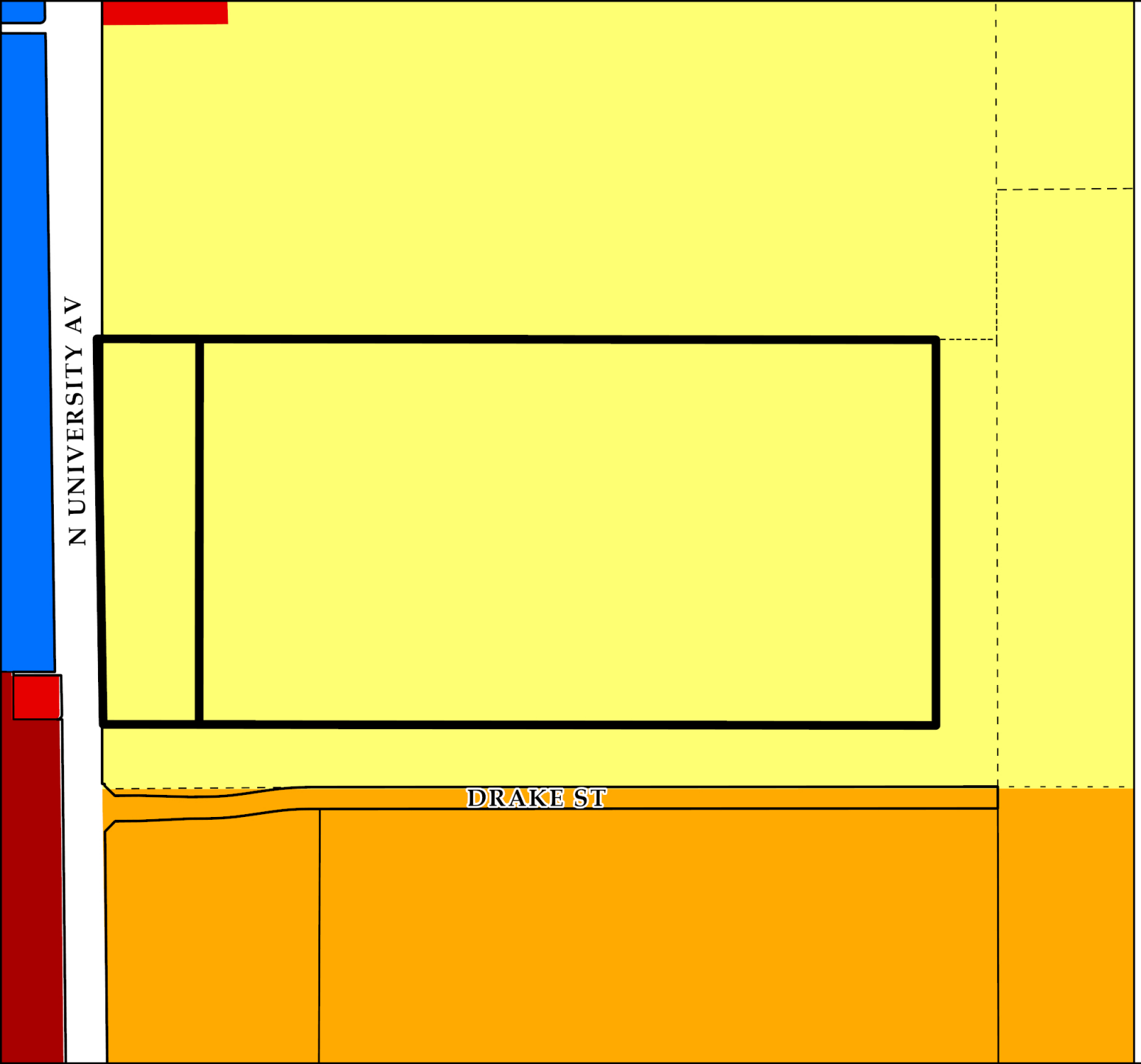
- Industrial Park
- Industrial Park Specific Use
- Light Manufacturing
- Single Family
- Single Family Specific Use

N

0 250 500 Feet

City of Lubbock TEXAS

Date Exported: August 2022



Future Land Use Plan
Case 0809-A

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: August 2022

809-A

View to the north.

View to the east. Subject Property.

View to the south.

View to the west.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: Drake Street and University Avenue (Refer to sketch)

Lots/Tracts: Centerpointe

Survey & Abstract: Section 11, Block A (Refer to attached Metes and Bounds Description)

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 64.03 acres

Existing Land Use: Agricultural Existing Zoning: R-1

Requested Zoning: C-3 (7.61 acres) and R-1A (56.42 acres)

If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

Representative/Agent Information (if different from owner)

Firm Name: AMD Engineering, LLC

Name: Westin McCowen P.E.

Address: 6515 68th Street, Suite 300 City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-77-5976 Email: wmccowen@amdeng.com

Applicant's Signature: Westin McCowen

Date: 7/28/2022 Printed Name: Westin McCowen

Owner Information

Firm Name: Shanghai Development Company, LLC

Owner: George McMahan

Address: 7703 LaSalle Avenue City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-794-0624 Email: georgehmcmahan@me.com

Property Owner's Signature: George McMahan

Date: 7-28-2022 Printed Name: George McMahan

Preparer Information

Preparer's Signature: Westin McCowen

Date: 7/28/2022 Printed Name: Westin McCowen

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____

Request for zoning change from: _____ To: _____

Lots: _____ Blocks: _____

Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***0809-A***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Dale F. Taylor / DDT Lands LLC

Signature: Dale F. Taylor

Address: P.O. Box 366 Wolfforth, Tx 79382

Address of Property Owned: East of University + South of Drake St.

Phone Number: 806-777-7750-Cell

Email: dale.taylor7750@gmail.com

Zone Case Number: **0809-A** R338554 Recipient 4 of 5

DDT LANDS LLC
PO BOX 366

WOLFFORTH TX 79382

RECEIVED
AUG 26 2022
BY:

AI# 11006
Regular City Council Meeting
10/11/2022:

6. 21.

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 1): Consider Ordinance No. 2022-O0145, for Zone Case 1120-D, a request of AMD Engineering, LLC for 5G Crownpoint, LLC, for a zone change from Family Apartment District (A-1) to High-Density Apartment District (A-2) at 3701 Clovis Road, located south of Clovis Road and west of North Loop 289, on 2.81 acres of proposed Lot 5-A-1, Clovis Road Addition.

Item Summary

On September 27, 2022, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on September 1, 2022, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 1120-D
Staff Report 1120-D
Documentation 1120-D

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 1120-D; A ZONING CHANGE FROM A-1 TO A-2 ZONING DISTRICT AT 3701 CLOVIS ROAD, LOCATED SOUTH OF CLOVIS ROAD AND WEST OF NORTH LOOP 289, ON 2.81 ACRES OF PROPOSED LOT 5-A-1, CLOVIS ROAD ADDITION, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 1120-D

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **A-1** to **A-2** zoning district at **3701 Clovis Road, located south of Clovis Road and west of North Loop 289, on 2.81 acres of proposed Lot 5-A-1, Clovis Road Addition,** City of Lubbock, Lubbock County, Texas, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 3. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 4. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC1120-D
September 1, 2022

DESCRIPTION FOR A ZONING CHANGE REQUEST IN
CLOVIS ROAD ADDITION, LOTS 4-A AND 5-A PLAT
LUBBOCK COUNTY, TEXAS

(Sheet 1 of 2, Sketch of tract attached as Sheet 2)

METES AND BOUNDS DESCRIPTION of a 2.81-acre tract of land located in the Clovis Road Addition, Lots 4-A and 5-A Plat, Lubbock County Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at the northwest corner of the of the Clovis Road Addition, Lot 4-A and 5-A Plat;

THENCE S 49° 51’ 58” E an approximate distance of 202.70 feet;

THENCE N 34° 51’ 53” E an approximate distance of 308.66 feet;

THENCE S 55° 00’ 53” E an approximate distance of 184.70 feet;

THENCE S 34° 50’ 21” W an approximate distance of 328.31 feet;

THENCE S 62° 03’ 35” W an approximate distance of 349.26 feet;

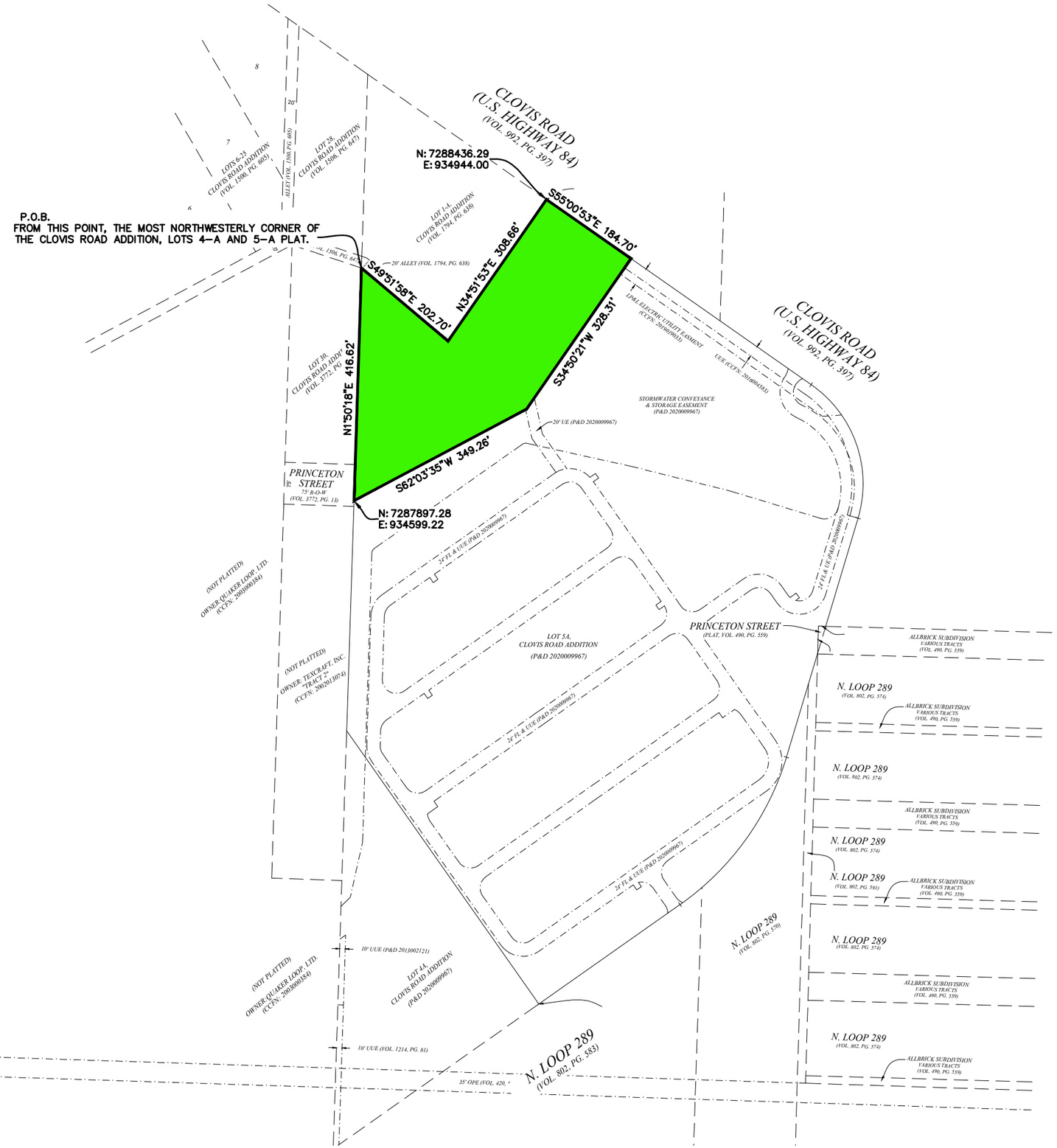
THENCE N 01° 50’ 18” E an approximate distance of 416.62 feet to the Point of Beginning and containing approximately 2.81-acres.

This description was prepared for purposes of a zoning request and does not represent a survey made upon the ground.

Prepared for: Matt Sefcik
5G Capital LLC
July 22, 2022

ZONE CHANGE APPLICATION
EXHIBIT
(SHEET 2)

A 2.81 ACRE TRACT OF LAND LOCATED IN THE CLOVIS ROAD ADDITION, LOTS 4-A AND 5-A PLAT, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS

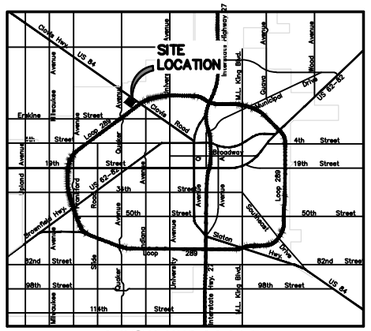


NOTES:
SCALE: 1" = 200'

– ZONING REQUEST A-2, HIGH DENSITY APARTMENT DISTRICT FROM A-1, FAMILY APARTMENT DISTRICT

SCALE: 1"=200'

0 100' 200' 400'


SITE LOCATION
Loop 289
Slide Road
Quaker Avenue
Indiana Avenue
Boston Avenue
Utica Avenue
Frankford Avenue
Memphis Avenue
Erskine Avenue
Elevation Avenue
Joliet Avenue
Iola Avenue
Sunset Avenue
Upland Avenue
Milwaukee Avenue
Interstate Hwy 27
Slide Road
Loop 289
Quaker Avenue
Boston Avenue
Indiana Avenue
Memphis Avenue
Utica Avenue
Sunset Avenue
Upland Avenue
Milwaukee Avenue
Interstate Hwy 27
Loop 289
Slide Road

Planning Department
City of Lubbock

Staff Report	Zone Case 1120-D
City Council Meeting	September 27, 2022

Applicant AMD Engineering, LLC

Property Owner 5G Crownpoint, LLC

Council District 1

Recommendations
- Staff recommends approval of this request.

Prior Board or Council Action
- September 11, 1958, Ordinance No. 2536: This property was annexed into city limits and zoned One Family District (A)
- April 6, 1955, Ordinance 1695: The zoning was amended from District A to Single-Family District (R-1).
- July 11, 1963, Zone Case 1120, Ordinance No. 4127: This property was rezoned from R-1 to Commercial District (C-4).
- March 13, 1975, Zone Case 1120-A, Ordinance No. 7040: This property was rezoned from C-4 to Light Manufacturing District (M-1).
- May 14, 2019, Zone Case 1120-C, Ordinance No. 2019-O0049: This property was rezoned from M-1 to Family Apartment District (A-1)
- September 1, 2022: The Planning and Zoning Commission recommended approval for a zone change from Family Apartment (A-1) to High-Density Apartment (A-2) by a vote of 8-0-0.

Notification Summary
- Notifications Sent: 5
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History
This property consists of 2.81 acres of unplatted, vacant land. It is in the process of being platted as Lot 5-A-1, Clovis Road Addition.

Adjacent Property Development
This property is surrounded by commercial buildings zoned Light Manufacturing District (M-1) to the west; vacant land zoned Single Family District (R-1) to the north, across Clovis Road; and to the east and south are apartments zoned Family Apartment District (A-1).

Item Summary
The subject property is located at 3701 Clovis Road, located south of Clovis Road and west of North Loop 289. The applicant is requesting a zone change from Family Apartment District (A-1) to High-Density Apartment District (A-2).

Current zoning: **Apartment District (A-1)**

Requested zoning: **High-Density Apartment District (A-2)**

Intent Statements
The intent of the current A-1 zoning is "…to promote medium-density, multiple-occupancy development. The

regulations are designed to promote family-oriented development which provides the occupants with the proper environmental quality, and compatibility with lower-density development. The purpose of this district is not to isolate multi-family units, but to encourage compatible residential land uses through effective planning and urban design."

The intent of the proposed A-2 zoning is "…to promote high-density multi-family developments and compatible land uses in harmony with lower-density uses. The regulations are designed to provide the occupants with safe and convenient housing within an aesthetically pleasing environment in proper relationship to adjacent land uses. "

Traffic Network/Infrastructure Impacts
The location is along Clovis Road, which is designated as a Principal Arterial and west of North Loop 289, which is designated as a Freeway by the Master Thoroughfare Plan, 2018. Freeways are intended to move high volumes of automobile traffic at relatively high speeds over long distances. Arterials are continuous routes whose function is to serve high volume needs of local and regional traffic.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for Industrial Use. Although the proposed zone change to A-2 would not be consistent with the Future Land Use Plan, A-2 is appropriate in this location and consistent with the surrounding area.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance. The property is located along a Principal Arterial and adjacent to A-1, which is an appropriate location for A-2.

Suitability of Property for Allowed Uses
The property is suitable for the uses allowed in the A-2 district. Additional infrastructure improvements will be necessary, as the property is not platted.

Attachments

A. Case Information
B. Thoroughfare Map
C. Aerial Map
D. Zoning Map
E. Future Land Use Map
F. Photos
G. Application and supporting documentation

Staff Contacts

Gregory Hernandez
Planner
Planning Department
806-775-3147
ghernandez@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-2109
VEscamilla@mylubbock.us

Case Information: Zone Case 1120-D

Allowable Uses: High-Density Apartment District (A-2)

Transportation: The proposed development has point of access from Clovis Road.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Clovis Road, *Principal Arterial, Not Completed*	R.O.W. 230 feet, seven-lane, divided, paved	R.O.W. 110 feet, five-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

District 1

5.1 **Zone Case 1120-D:** AMD Engineering, LLC for 5G Crownpoint, LLC request for a zone change from Family Apartment District (A-1) to High-Density Apartment District (A-2) at:

- 3701 Clovis Road, located south of Clovis Road and west of North Loop 289, on 2.81 acres of proposed Lot 5-A-1, Clovis Road Addition.

PLANNER GREG HERNANDEZ stated that there were five (5) notifications sent out with zero (0) returned. Staff shared the location of the property including pictures, maps, and discussed the surrounding properties. Staff recommends approval of the request.

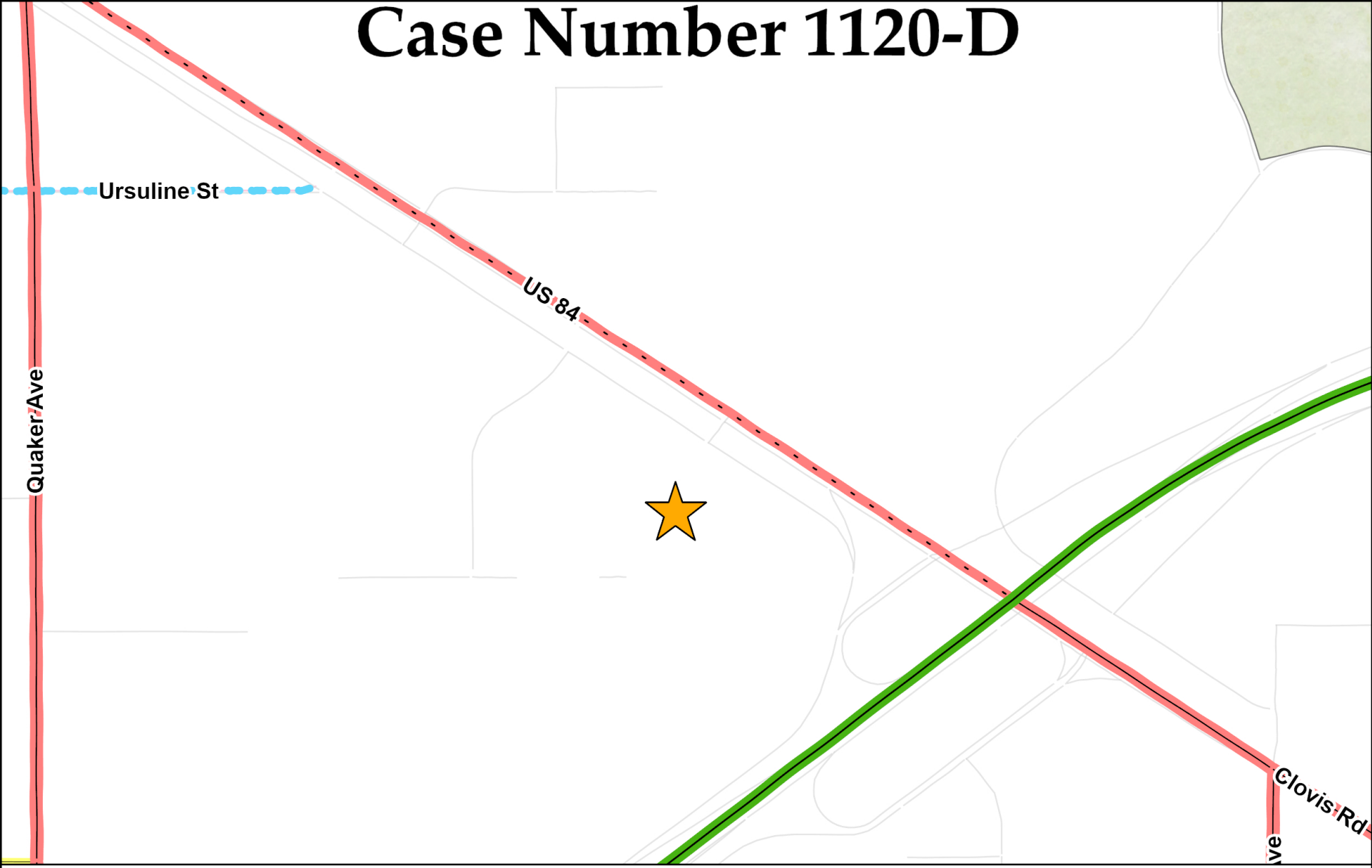
APPLICANT'S REPRESENTATIVE WILL STEPHENS AMD Engineering 6515 68th Street, stated this request is for Apex Apartments. Phase two will include four or five new buildings, which are each two to three stories in height.

OPPOSITION PAM HUFSTEDLER 3917 Clovis Road stated she is opposed to this request. She expressed concerns related to the General Contractor who will oversee the project.

No one spoke in favor of the request.

In the matter of **Zone Case 1120-D,** a motion was made by **JAMES BELL** and seconded by **JORDAN WHEATLEY** to approve the request and the Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Case Number 1120-D

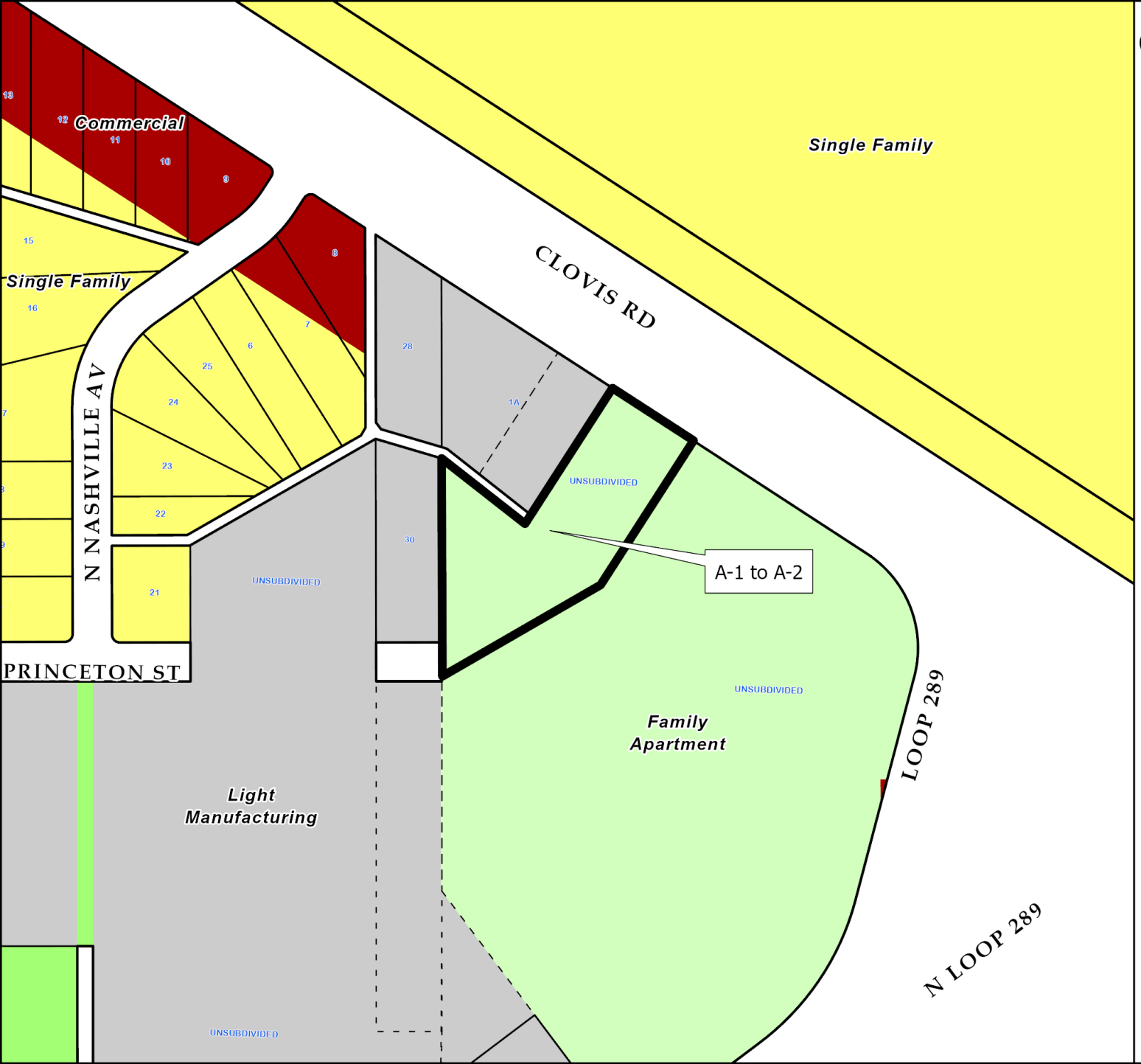


Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: August 2022

Case Number 1120-D



Current Zoning
1120-D
Zoning Districts

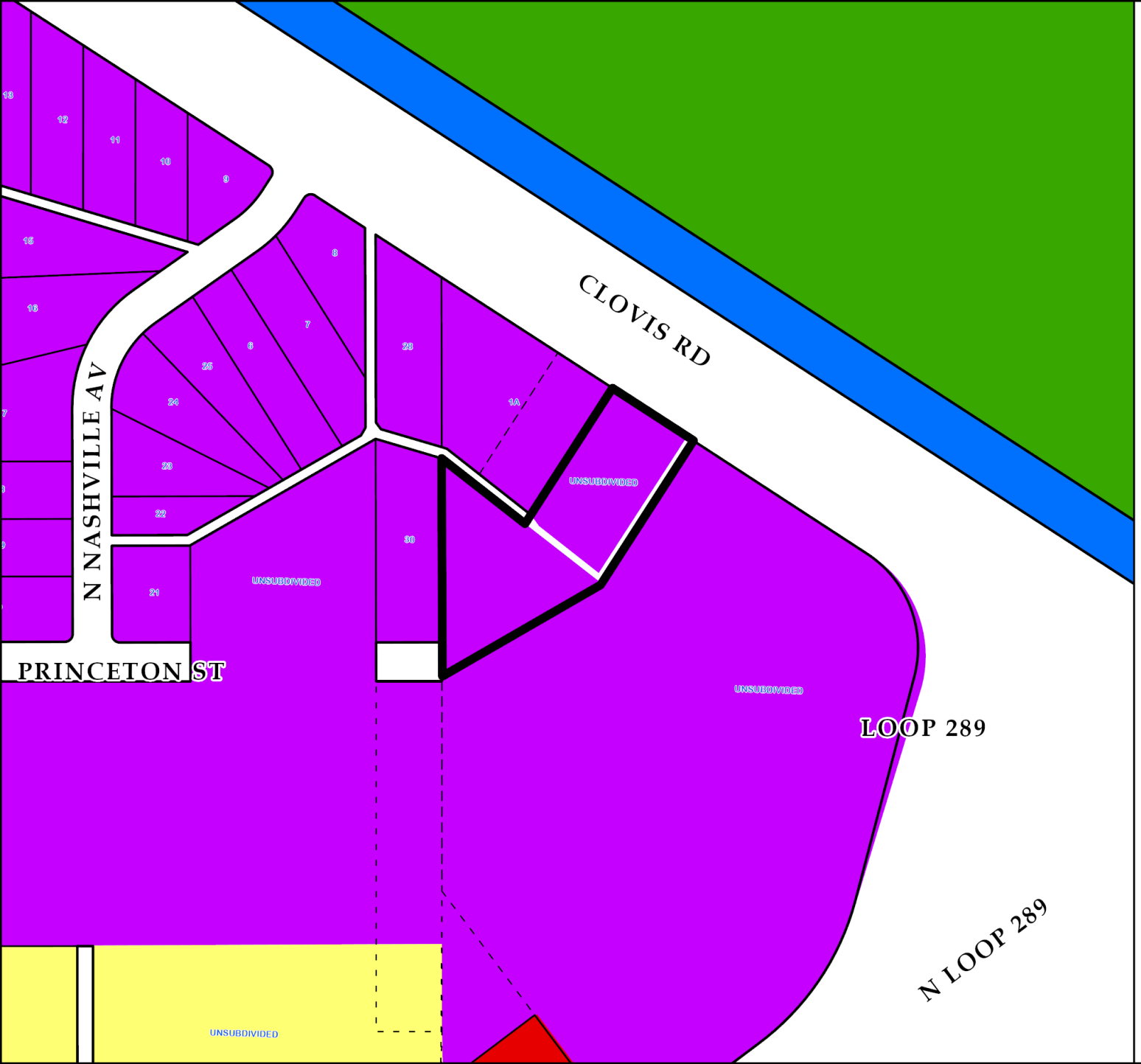
- Family Apartment
- High Density Apartment
- Commercial
- Light Manufacturing
- Single Family

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: August 2022



Future Land Use Plan
Case 1120-D

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: August 2022

1120-D

Subject property. View to the south.

View to the north

View to the east.

View to the west.

DocuSign Envelope ID: AA18FADD-AADD-4CE4-B7ED-EF663EE37A7F

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: Generally located northwest of the intersection of N Loop 289 and Clovis Rd.

Lots/Tracts: Clovis Road Addition, Lot 4-A and 5-A

Survey & Abstract: Section 18, Block A

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 2.81

Existing Land Use: _____ Existing Zoning: A-1

Requested Zoning: A-2

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: AMD Engineering, LLC

Name: Will Stephens

Address: 6515 68th Street, Suite 300 City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-771-5976 Email: wstephens@amdeng.com

Applicant's Signature:

Date: 07/22/2022 Printed Name: Will Stephens

Owner Information

Firm Name: 5G Crownpoint, LLC

Owner: Matt Sefcik

Address: 12006 Slide Rd. City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-438-9328 Email: matt.sefcik@mantlefg.com

Property Owner's Signature: DocuSigned by: Matt Sefcik F5951396203E484...

Date: 7/22/2022 Printed Name: Matt Sefcik

Preparer Information

Preparer's Signature:

Date: 07/22/2022 Printed Name: Will Stephens

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____

Request for zoning change from: _____ To: _____

Lots: _____ Blocks: _____

Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 1): Consider Ordinance No. 2022-O0147, for Zone Case 3470, a request of Rise Broadband for Gerald and Lorraine Schulte, for a Specific Use for Antennas, Towers and Alternative Tower Structures on property zoned Transitional (T) at 5309 East Erskine Street, located north of East Erskine Street and west of North Fiddlewood Ave, on 0.50 acres of unplatted land out of Block A, Section 26.

Item Summary

On September 27, 2022, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on September 1, 2022, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 3470
Staff Report 3470
Documentation 3470

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3470; A ZONING CHANGE FROM T TO T SPECIFIC USE FOR ANTENNAS, TOWERS AND ALTERNATIVE TOWER STRUCTURES, AT 5309 EAST ERSKINE STREET, LOCATED NORTH OF EAST ERSKINE STREET AND WEST OF NORTH FIDDLEWOOD AVE, ON 0.50 ACRES OF UNPLATTED LAND OUT OF BLOCK A, SECTION 26, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 3470

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **T Specific Use** for **Antennas, Towers and Alternative Tower Structures** zoning district at **5309 East Erskine Street, located north of East Erskine Street and west of North Fiddlewood Ave, on 0.50 acres of unplatted land out of Block A, Section 26,** City of Lubbock, Lubbock County, Texas, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **T** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **5309 East Erskine Street, located north of East Erskine Street and west of North Fiddlewood Ave, on 0.50 acres of unplatted land out of Block A, Section 26**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

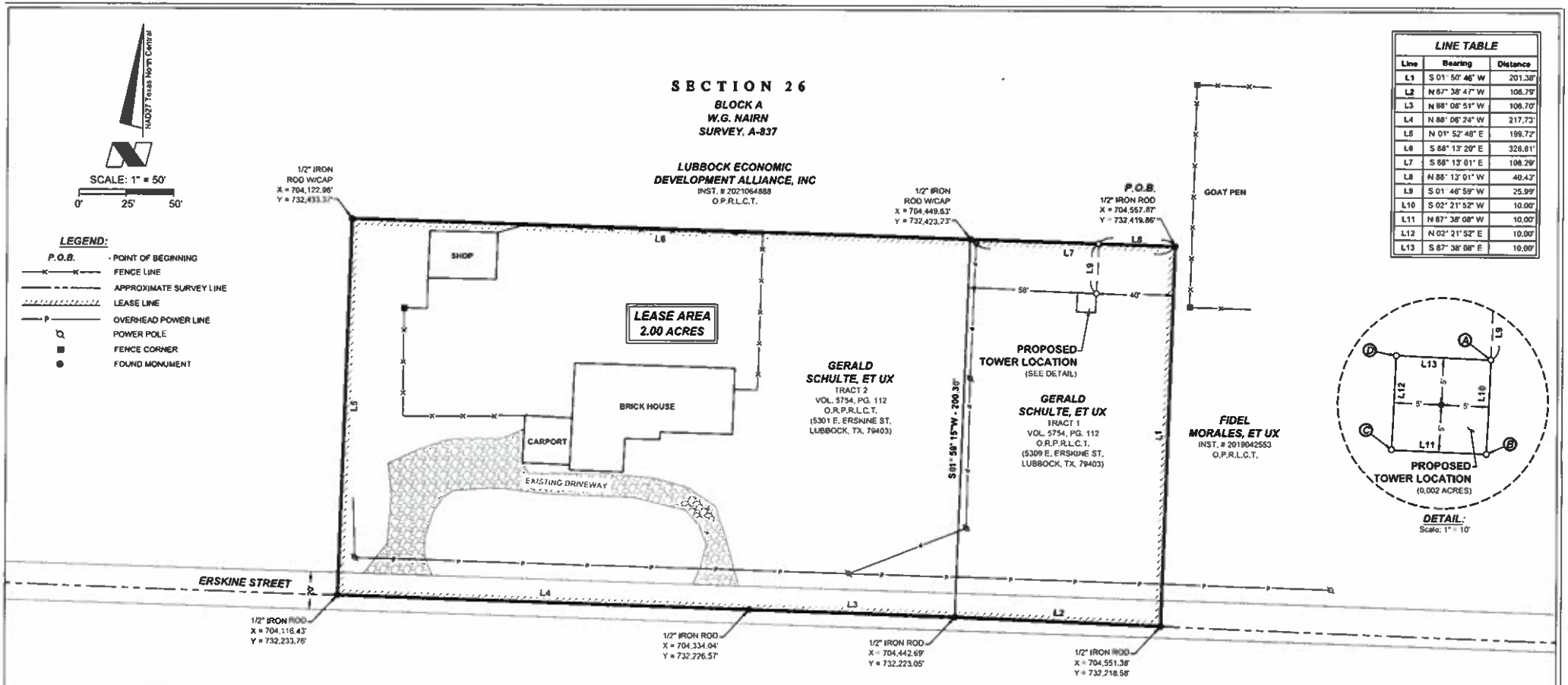
APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

vw/CityAtt/Kelli/Zones/ZC3470
September 1, 2022



LINE TABLE		
Line	Bearing	Distance
L1	S 01° 59' 46" W	201.38'
L2	N 87° 38' 47" W	108.79'
L3	N 88° 08' 51" W	108.70'
L4	N 88° 06' 24" W	217.73'
L5	N 01° 52' 48" E	199.72'
L6	S 88° 13' 29" E	326.81'
L7	S 88° 13' 01" E	108.29'
L8	N 88° 13' 01" W	40.43'
L9	S 01° 46' 59" W	25.99'
L10	S 02° 21' 52" W	10.00'
L11	N 87° 38' 08" W	10.00'
L12	N 02° 21' 52" E	10.00'
L13	S 87° 38' 08" E	10.00'

SECTION 23
BLOCK A
J.H. GIBSON
SURVEY, A-49

COORDINATE TABLE					
	NAD27 TxNC		NAD83/2011		NAVD(88)
PT	Northing	Easting	Latitude	Longitude	Elevation
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C	732,385.56'	704,506.25'	33° 36' 27.80" N	101° 45' 23.59" W	3,179.0'
D	732,395.56'	704,506.66'	33° 36' 27.90" N	101° 45' 23.59" W	3,179.1'

C. H. Fenstermaker & Associates, LLC
16340 Park Ten Place
Suite 185
Houston, TX 77084
713-840-9995
TX Firm 100795-01

REVISIONS	
06/08/2022	REVISED ADDRESS
FIELD BY: CLL	FIELD BOOK: 817/946
DRAWN BY: MKC	PROJ. MGR.: BLH
DATE: 05/20/2022	
JOB# 2224907.00C	SHEET 1 OF 2
FILENAME: EX-RB LUBBOCK TOWER 200 ACRES LEASE.DWG	

FOR THE EXCLUSIVE USE OF
RISE BROADBAND
I, John Legere, Registered Professional Land Surveyor, do hereby state the above plat to be true and correct to the best of my knowledge.

John Legere
Registered Professional Land Surveyor
Registration No. 6698
June 8, 2022

STATE OF TEXAS
REGISTERED
JOHN LEGERE
6698
PROFESSIONAL
LAND SURVEYOR

NOTES:

1. Lease Lines and Deed Lines shown hereon were established from field measurements and record data. Mineral title information and record data shown hereon was furnished by Rise Broadband and/or their agent(s). This plat does not meet the requirements for boundary surveys in the State of Texas and shall not be used to convey title to real property.

2. All bearings, distances, areas, and coordinates refer to the Texas Coordinate System of 1927, North Central Zone. US Survey Feet. Elevations refer to the North American Vertical Datum of 1988 and are derived from static and kinematic GPS observations unless noted otherwise.

3. Texas maintains information centers that establish links between those who dig (excavators) and those who own and operate underground facilities (operators). It is advisable for the contractor to contact the center for assistance in locating and marking underground utilities. For guidance, contact Texas811 (www.texas811.org).

4. Abstract lines shown were obtained from the Texas Natural Resources Information System, Original Texas Land Surveys dataset and have not been field verified.

5. See sheet 2 of 2 for corresponding field notes.

EXHIBIT SHOWING A
2.00 ACRES LEASE
RISE BROADBAND
UPON THE PROPERTY OF
GERALD SCHULTE, ET UX
SITUATED IN
SECTION 26, BLOCK A
W.G. NAIRN SURVEY, A-837
LUBBOCK COUNTY, TEXAS

Planning Department
City of Lubbock

Staff Report	Zone Case 3470
City Council Meeting	September 27, 2022

Applicant Rise Broadband

Property Owner Schulte, Gerald & Lorraine

Council District 6

Recommendations

- Staff recommends Approval of this request.

Prior Board or Council Action

- August 24, 1984, Ordinance No.8649: This property was annexed into city limits and zoned Transition District (T).
- September 1, 2022, Zone Case 3470: The Planning and Zoning Commission recommended approval for a Specific Use for Antennas, Towers and Alternative Tower Structures by a vote of 8-0-0

Notification Summary

- Notifications Sent: 5
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The subject property consists of 0.5 acres of land out of Block A, Section 26. This property is currently vacant.

Adjacent Property Development

To the north, south, and west is vacant land zoned Transition District (T). There is additional vacant land to the east currently outside city limits.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 5309 East Erskine Street, north of Erskine Street and west of North Fiddlewood Avenue. The applicant is requesting a Specific Use for Antennas, Towers and Alternative Tower Structures.

Current zoning: **Transition District (T)**

Requested zoning: **Specific Use for Antennas, Towers and Alternative Tower Structures**

Intent Statements

The intent of the current T zoning is "…To protect existing and future development in newly annexed territory until the proper zone classification can be determined and established by zone change."

The intent of the proposed Specific Use is"… To provide for design and land use flexibility in the various districts. This district provides for variations in the land use standards within the [zoning] ordinance, provided the intent, principles, and innovations of modern urban planning and design are used."

Traffic Network/Infrastructure Impacts

The property is located north of East Erskine Street and west of North Fiddlewood Avenue, both of which are designated as Principal Arterials. Arterials are continuous routes whose function is to serve high volume needs of local and regional traffic.

Compatibility with Surrounding Property
The proposed Specific Use is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Zoning Ordinance
The proposed specific use is in conformance with the zoning ordinance and appropriate on property zoned T.

Suitability of Property for Allowed Uses
The property is suitable for the proposed use and should not require additional public improvements to support the intensity of this use.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Aerial Map
D. Zoning Map
E. Photos
F. Application and Supporting Documentation

Staff Contacts

Cassie Bermea
Planner
Planning Department
806-775-2096
cassiebermea@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 3470

Allowable Uses: Transition District (T) and Specific Use

Transportation: The proposed development has a point of access from East Erskine Street

Thoroughfare	Existing	Per Thoroughfare Development Plan
East Erskine Street, *Principal Arterial (Modified)*	R.O.W. 28 feet, two-lane, undivided, paved	R.O.W. 110 feet, five-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

District 1

5.4 **Zone Case 3470:** Rise Broadband for Gerald and Lorraine Schulte

Request for Specific Use for Antennas, Towers and Alternative Tower Structures on property zoned Transitional (T) at:

- 5309 East Erskine Street, located north of East Erskine Street and west of North Fiddlewood Ave, on 0.50 acres of unplatted land out of Block A, Section 26.

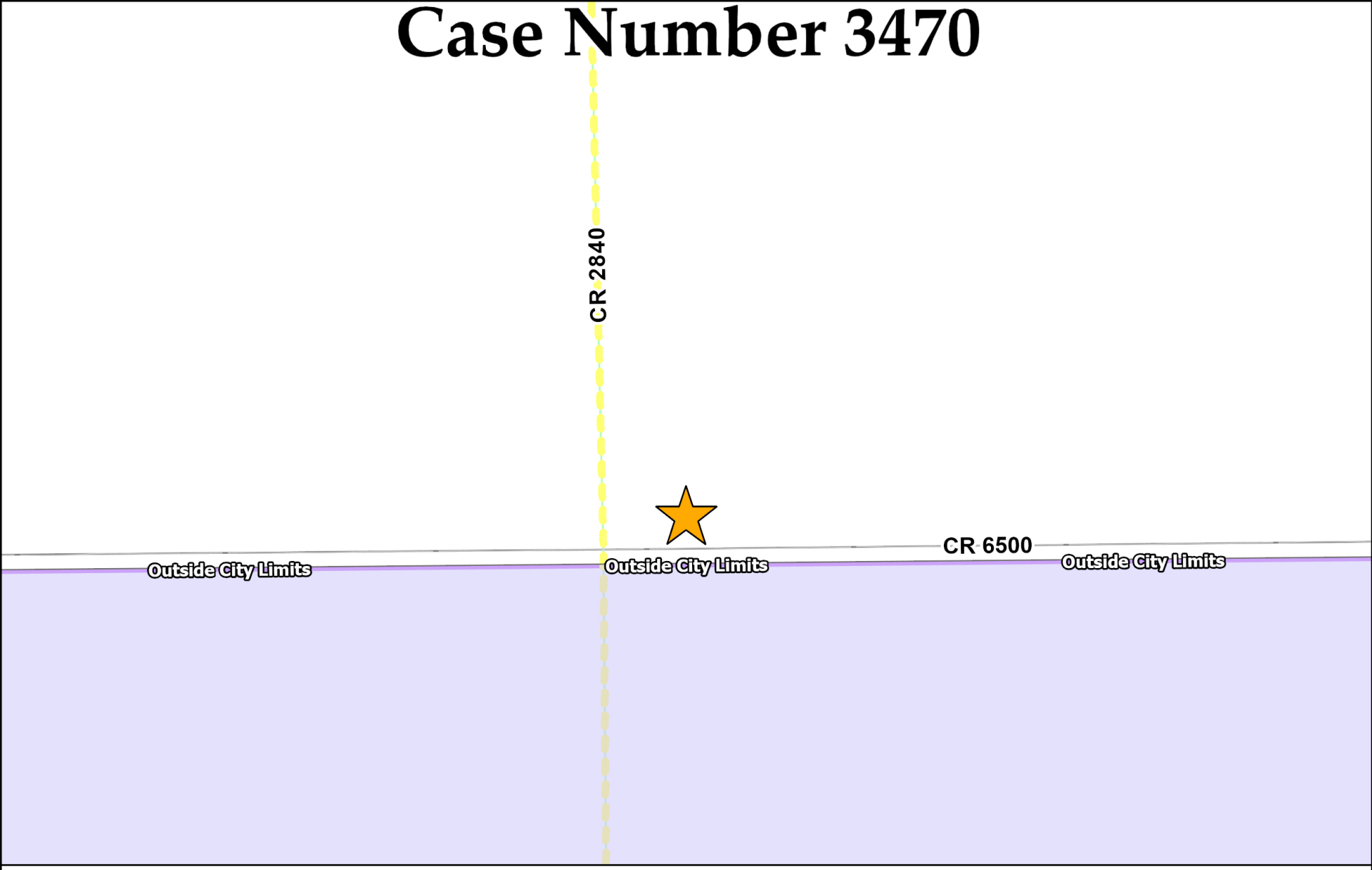
PLANNER CASSIE BERMEA stated there were five (5) notifications sent out with zero (0) returned. Staff shared the location of the property including pictures, and maps discussing the surrounding properties. Staff recommends approval of the request.

APPLICANT was in attendance and did not wish to add anything else.

No one spoke in opposition or in favor of the request.

In the matter of **Zone Case 3470**, a motion was made by **JAMES BELL** and seconded by **TANNER NOBLE** to approve the request and the Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Case Number 3470

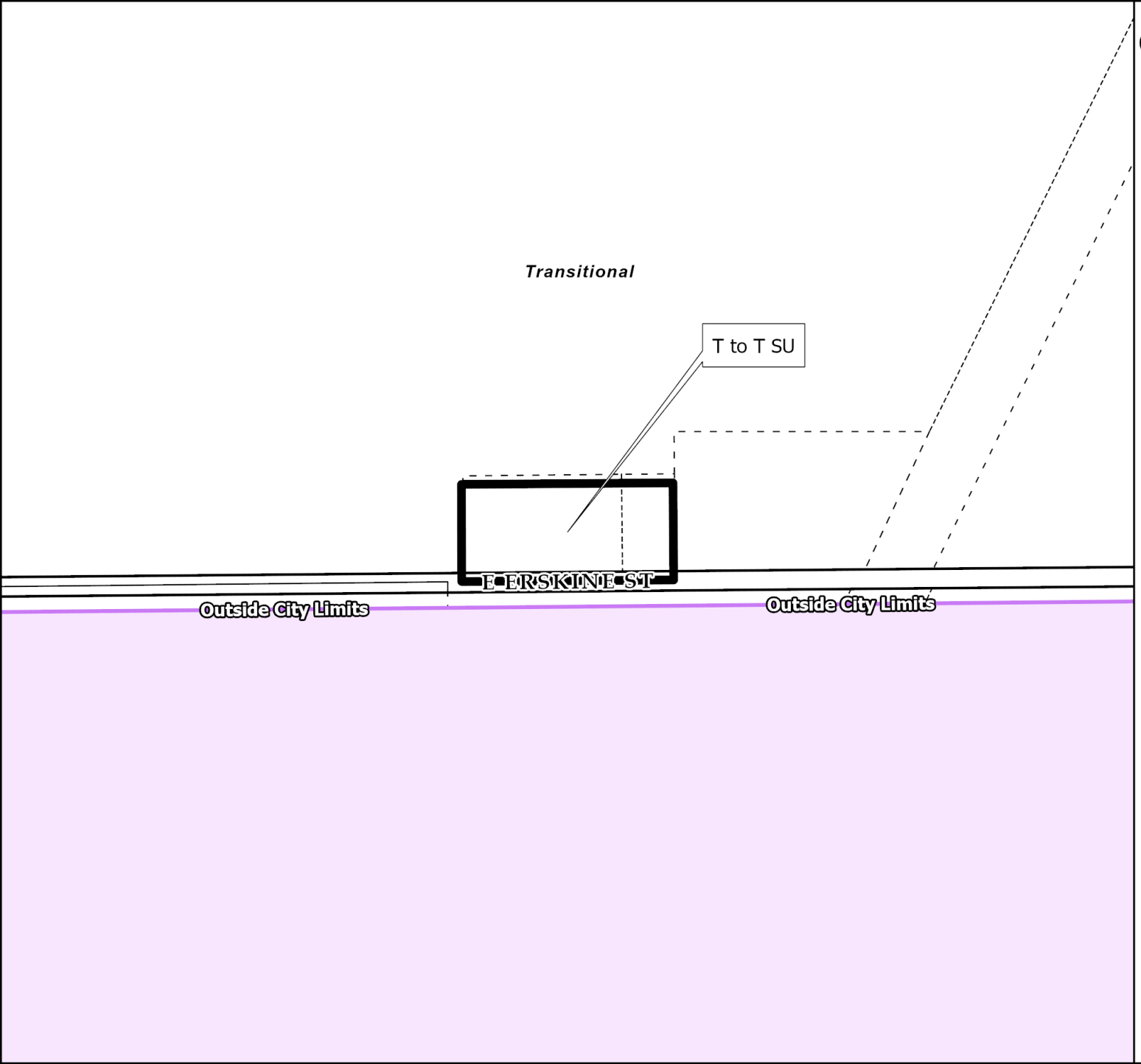


Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: August 2022

Case Number 3470



Current Zoning

3470

Zoning Districts

Transitional

N

0 100 200 300

Feet

City of Lubbock TEXAS

Date Exported: August 2022

West View.

East View.

North View.

South View.

3470

City of Lubbock TEXAS

City of Lubbock TEXAS
PLANNING

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 5309 E Erskine St, Lubbock, TX 79403

Lots/Tracts: R76191, R335693

Survey & Abstract: Blk A, Sec 26, Abstract 837, Tr C2B and BLK A SEC 26 AB 837 TR C1 & C2A AC: 1.5

Metes and Bounds Attached: Yes ☐ No ☑ Total Acreage of Request: 2.0

Existing Land Use: Unknown Existing Zoning: Transitional

Requested Zoning: Specific Use - Towers

If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

Representative/Agent Information (if different from owner)

Firm Name: Rise Broadband

Name: Katherine L Colvin, Contracts Manager

Address: 61 Inverness Drive E, Ste 250 City: Englewood State: CO

ZIP Code: 80112 Telephone: 720-842-7010 Email: kcolvin@risebroadband.com

Applicant's Signature: Katherine L. Colvin

Date: 7/28/2022 Printed Name: Katherine L. Colvin

Owner Information

Firm Name: N/A

Owner: SCHULTE, GERALD & LORRAINE

Address: 5301 E Erskine Street City: Lubbock State: TX

ZIP Code: 79403 Telephone: 732-728-0740 Email: n/a

Property Owner's Signature:

Date: 7/28/2022 Printed Name: Gerald Schulte & Lorraine Schulte

Preparer Information

Preparer's Signature: Katherine L. Colvin

Date: 7/28/2022 Printed Name: Katherine L. Colvin

For City Use Only

Zone Case No: Planning and Zoning Commission Date:

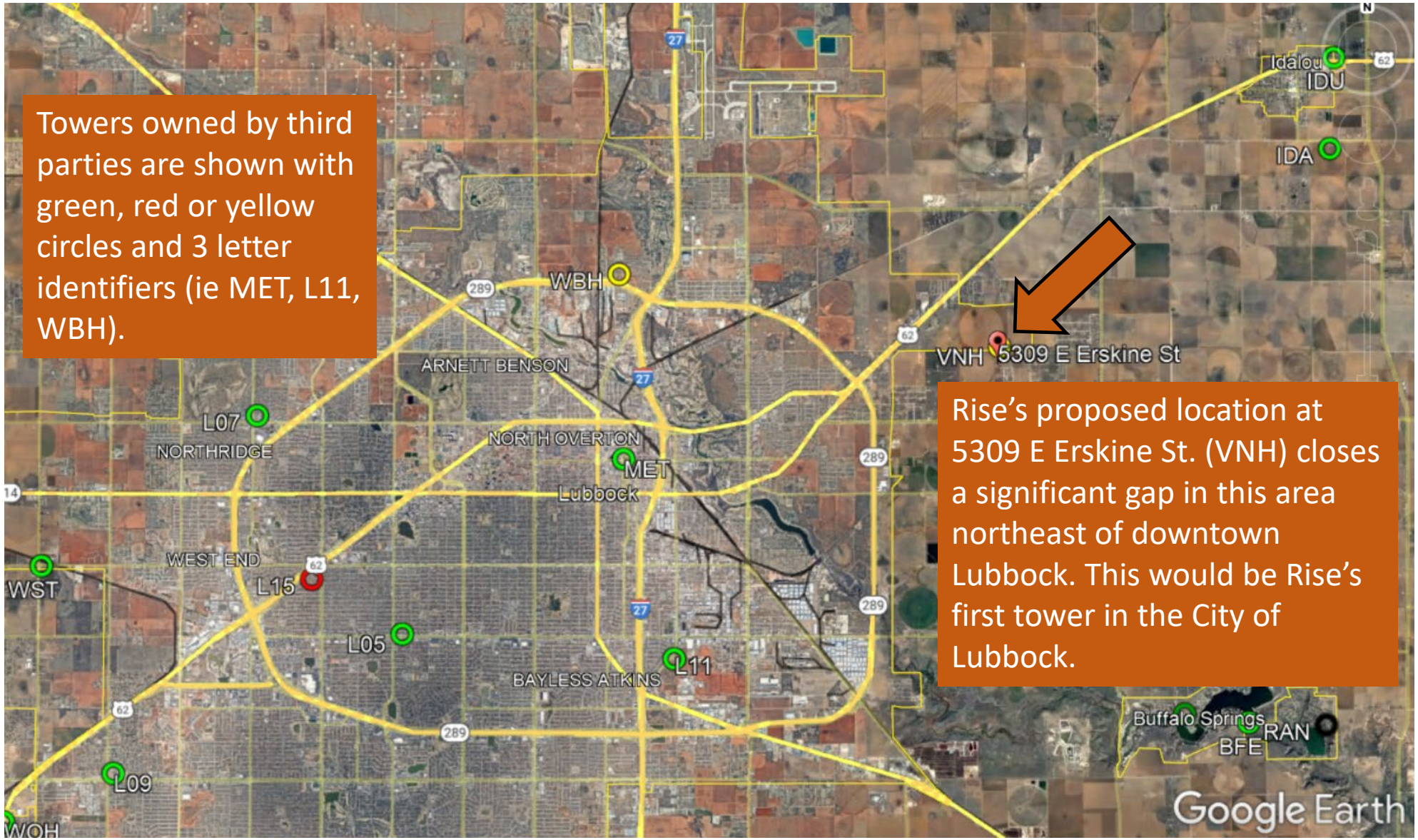
Request for zoning change from: To:

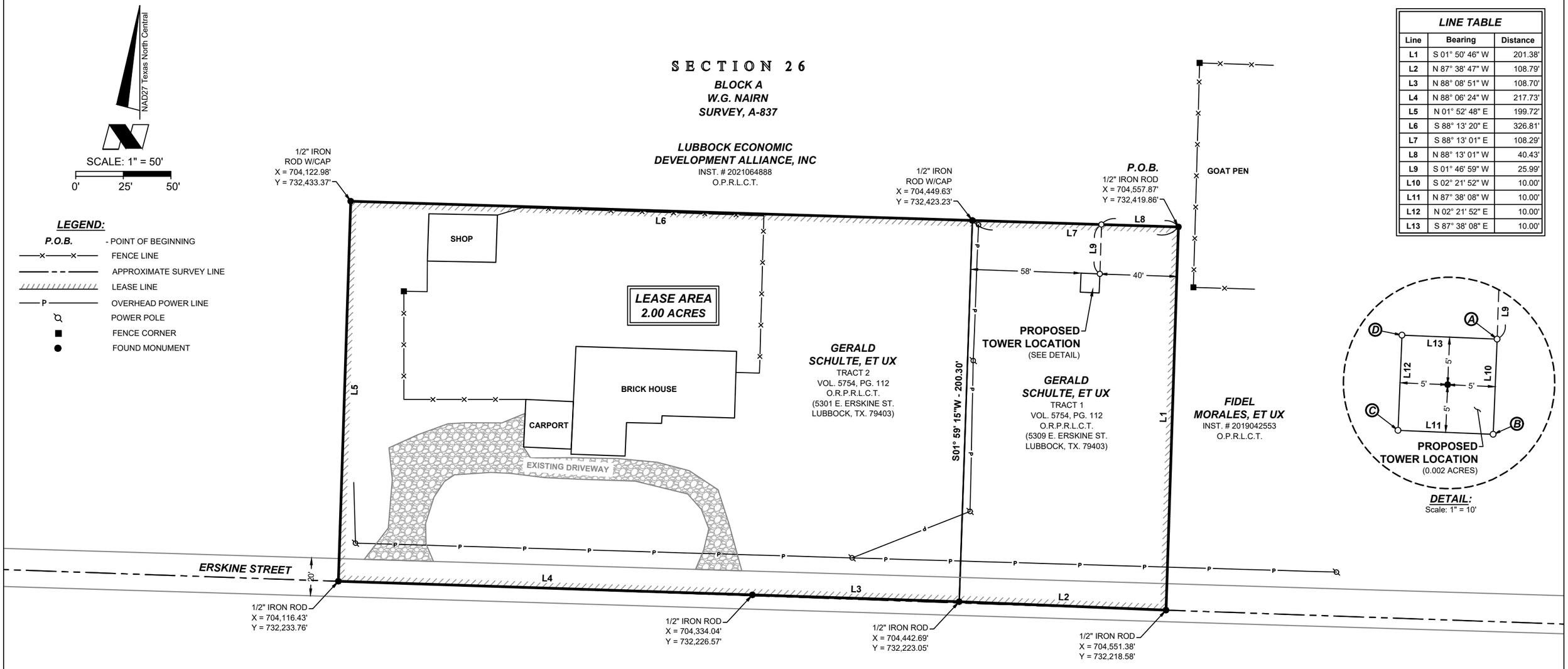
Lots: Blocks:

Addition:

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

Availability of suitable existing towers or other structures





LEGEND:

P.O.B.	- POINT OF BEGINNING
	FENCE LINE
	APPROXIMATE SURVEY LINE
	LEASE LINE
P	OVERHEAD POWER LINE
	POWER POLE
	FENCE CORNER
	FOUND MONUMENT

LINE TABLE

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SECTION 23
BLOCK A
J.H. GIBSON
SURVEY, A-49

FENSTERMAKER
C. H. Fenstermaker & Associates, LLC
16340 Park Ten Place
Suite 165
Houston, TX 77084
713-840-9995
TX Firm 100285-01

REVISIONS	
06/08/2022	REVISED ADDRESS

FIELD BY: CLL	FIELD BOOK: 8179/46
DRAWN BY: MKC	PROJ. MGR.: BLH
DATE: 05/20/2022	
JOB#: 2224907.00C	SHEET 1 OF 2
FILENAME: EXHIBIT_LUBBOCK_TOWER_2.00_ACRES_LEASE.DWG	

FOR THE EXCLUSIVE USE OF
RISE BROADBAND
I, John Legere, Registered Professional Land Surveyor, do hereby state the above plat to be true and correct to the best of my knowledge.

John Legere
Registered Professional Land Surveyor
Registration No. 6698
June 8, 2022

STATE OF TEXAS
REGISTERED
JOHN LEGERE
6698
PROFESSIONAL
LAND SURVEYOR

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5. See sheet 2 of 2 for corresponding field notes.

EXHIBIT SHOWING A 2.00 ACRES LEASE RISE BROADBAND

UPON THE PROPERTY OF
GERALD SCHULTE, ET UX
SITUATED IN
SECTION 26, BLOCK A
W.G. NAIRN SURVEY, A-837
LUBBOCK COUNTY, TEXAS

SITE NUMBER:
FY21-1163

SITE NAME:
OKL-VNH

FILE NAME:
FY21-1163-OKL-VNH_A AND E_FCDS_NEW INSTALLATION_03.07.2022_REV0

LOCATION:
5309 ERSKINE ST., LUBBOCK, TX 79403
LUBBOCK COUNTY

80' SELF SUPPORT TOWER

SITE INFORMATION

TOWER MANAGER:	XXXX
SITE ADDRESS:	5301 ERSKINE ST. LUBBOCK, TX 79403
COUNTY:	LUBBOCK COUNTY
LATITUDE:	33.607739°
LONGITUDE:	−101.756561°
GROUND ELEVATION:	3183' AMSL
OCCUPANCY TYPE:	UNMANNED
ZONING JURISDICTION:	XXXX
ZONING CODE:	XXXX
PARCEL NUMBER:	XXXX
POWER PROVIDER:	XXXX
TELCO PROVIDER:	XXXX

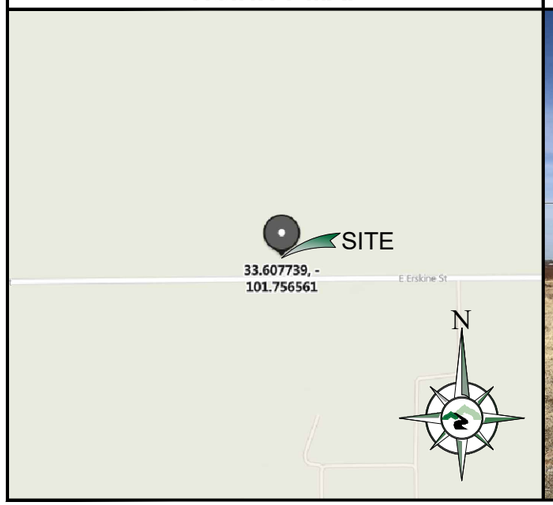
CONTACT INFORMATION

A&E SERVICES:
POWDER RIVER DEVELOPMENT SERVICES, LLC.
408 S. EAGLE ROAD, SUITE 200
EAGLE, ID 83616
CONTACT: JACOB DAHL
PHONE: 208.963.4017
EMAIL: jacob.dahl@powderriverdev.com

SITE ACQUISITION:
POWDER RIVER DEVELOPMENT SERVICES, LLC.
408 S. EAGLE ROAD, SUITE 200
EAGLE, ID 83616
CONTACT: JORDAN FATA
PHONE: 801.837.3709
EMAIL: jordan.fata@powderriverdev.com

PROPERTY OWNER:
GERALD SCHULTE
5301 ERSKINE ST.
LUBBOCK, TX 79403
CONTACT: GERALD SCHULTE

VICINITY MAP



SITE PHOTO

DRIVING DIRECTIONS

DIRECTIONS FROM DALLAS FORT WORTH INTERNATIONAL AIRPORT:

DEPART AIRPORT HEADING TOWARDS RAMP FOR TX−97 S. TAKE THE RAMP ON THE RIGHT FOR TX−360 / TX−183 WEST AND HEAD TOWARD ARLINGTON / FT WORTH / GRAND PRAIRIE. BEAR LEFT ONTO TX−121 S / TX−183 TOWARD TX−121 SOUTH / TX−183 WEST. KEEP STRAIGHT TO GET ONTO TX−183 W. ROAD NAME CHANGES TO TX−121 S / TX−183. ROAD NAME CHANGES TO TX−121 S / TX−183 W. KEEP STRAIGHT TO GET ONTO I−820 W. ROAD NAME CHANGES TO NORTH TARRANT EXPRESS. KEEP STRAIGHT TO GET ONTO I−820 W. ROAD NAME CHANGES TO I−820 S. AT EXIT 3A, HEAD RIGHT ON THE RAMP FOR I−30 WEST TOWARD WEATHERFORD. KEEP STRAIGHT TO GET ONTO I−20 W. TAKE THE RAMP ON THE RIGHT FOR US−84 W. KEEP STRAIGHT TO GET ONTO US−380 E / US−84 W / S BROADWAY ST. KEEP STRAIGHT TO GET ONTO US−84 W / N BROADWAY ST. TURN RIGHT ONTO FM 835 / FM−835. CONTINUE ON FM 1729 / FM−1729. TURN LEFT ONTO E COUNTY ROAD 6500. ROAD NAME CHANGES TO E ERSKINE ST. ARRIVE AT E ERSKINE ST ON THE RIGHT.

APPLICABLE CODES

BUILDING CODE 2015 IBC
ELECTRICAL CODE 2017 NEC

DRAWING INDEX

SHEET NO.	DESCRIPTION
T−1	TITLE SHEET
GN−1	GENERAL NOTES
A−1	OVERALL SITE PLAN
A−1.1	PROPOSED COMPOUND PLAN
A−2	ELEVATIONS
A−3	ANTENNA PLANS & SCHEDULE
A−4	EQUIPMENT DETAILS
A−4.1	EQUIPMENT DETAILS
A−4.2	EQUIPMENT DETAILS
A−4.3	EQUIPMENT DETAILS
A−4.4	EQUIPMENT DETAILS
A−4.5	EQUIPMENT DETAILS
A−4.6	EQUIPMENT DETAILS

SCOPE OF WORK

INSTALL:
- (1) 80' SELF SUPPORT TOWER ON GROUND
  (DESIGN AND ANALYSIS BY OTHERS)
- (1) 12'x12' CHAIN LINK FENCE w/ BARBED WIRE ON GROUND
- (8) ANTENNAS ON TOWER
- (8) RADIOS ON TOWER
- (1) MICROWAVES ON TOWER
- (1) ODU ON TOWER
- (9) PIPE TO PIPE MOUNTS ON TOWER
- (5) CAT5E CABLES ON TOWER
- (1) H−FRAME ON GROUND
- (1) CONCRETE PAD ON GROUND
- (1) EQUIPMENT CABINET ON GROUND
- (1) CSD242410 HOFFMAN BOX ON GROUND

POWDER RIVER
Development Services, LLC

BUSINESS LICENSE #: C−3065

REVISIONS

REV	DATE	DESCRIPTION	INT
0	03/07/22	100% CONSTRUCTION	JDB
A	03/02/22	ISSUED FOR REVIEW 90%	JHT

REVIEWED BY: JAS

STATE OF TEXAS
ANTHONY THOMAS TOMBO III
129673
LICENSED
PROFESSIONAL ENGINEER

THESE PLANS AND SPECIFICATIONS, AS INSTRUMENTS OF SERVICE, ARE AND SHALL REMAIN THE PROPERTY OF POWDER RIVER DEVELOPMENT SERVICES, LLC WHETHER THE PROJECTS FOR WHICH THEY ARE MADE ARE EXECUTED OR NOT. THESE DRAWINGS AND SPECIFICATIONS SHALL NOT BE USED BY ANY PERSON OR ENTITY ON OTHER PROJECTS WITHOUT PRIOR WRITTEN CONSENT OF THE ENGINEER.

SITE INFORMATION:
SITE #: FY21-1163

5309 ERSKINE ST.
LUBBOCK, TX 79403
LUBBOCK COUNTY

SHEET TITLE:
TITLE SHEET

SHEET NUMBER:
T-1

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

GENERAL NOTES

1. GENERAL NOTES AND TYPICAL DETAILS SHALL APPLY TO ALL PARTS OF THE JOB EXCEPT WHERE THEY MAY CONFLICT WITH DETAILS AND NOTES ON OTHER SHEETS. WHERE CONDITIONS ARE NOT SPECIFICALLY INDICATED BUT ARE OF SIMILAR CHARACTER TO DETAILS SHOWN, SIMILAR DETAILS OF CONSTRUCTION SHALL BE USED SUBJECT TO REVIEW BY THE ENGINEER.
2. WORK SHALL CONFORM TO THE REQUIREMENTS, AS AMENDED TO DATE, OF THE LATEST EDITION OF THE BUILDING CODE AND ALL OTHER LOCAL, STATE AND FEDERAL REGULATIONS.
3. OMISSIONS OR CONFLICTS BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND/OR SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO PROCEEDING WITH ANY WORK INVOLVED.
4. ALL INFORMATION SHOWN ON THE DRAWINGS RELATIVE TO EXISTING CONDITIONS IS GIVEN AS THE BEST PRESENT KNOWLEDGE, BUT WITHOUT GUARANTEE OF ACCURACY. WHERE ACTUAL CONDITIONS CONFLICT WITH THE DRAWINGS, THEY SHALL BE REPORTED TO THE ENGINEER SO THAT THE PROPER REVISION MAY BE MADE. MODIFICATIONS OF CONSTRUCTION DETAILS SHALL NOT BE MADE WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER.
5. THE CONSTRUCTION DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE AND DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES, INCLUDING BUT NOT LIMITED TO BRACING, TEMPORARY SUPPORTS AND SHORING. OBSERVATION VISITS TO THE SITE BY FIELD REPRESENTATIVES OF THE ENGINEER SHALL NOT INCLUDE INSPECTIONS OF THE PROTECTIVE MEASURES OR THE CONSTRUCTION PROCEDURES. ANY SUPPORT SERVICES PERFORMED BY THE ENGINEER DURING THE CONSTRUCTION SHALL BE DISTINGUISHED FROM CONSTRUCTION AND DETAILED INSPECTION SERVICES WHICH ARE FURNISHED BY OTHERS. THESE SUPPORT SERVICES PERFORMED BY THE ENGINEER, WHETHER OF MATERIAL OR WORK, ARE FOR THE PURPOSE OF ASSISTING IN QUALITY CONTROL AND IN ACHIEVING CONFORMANCE WITH CONTRACT DOCUMENTS, BUT DO NOT GUARANTEE CONTRACTORS PERFORMANCE AND SHALL NOT BE CONSTRUED AS SUPERVISION OF CONSTRUCTION. CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO MAINTAIN AND ENSURE THE INTEGRITY OF THE STRUCTURE DURING CONSTRUCTION. NEITHER THE OWNER NOR ENGINEER WILL ENFORCE SAFETY MEASURES OR REGULATIONS. CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING AND BRACING, AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.
6. SAFETY: CONFORM TO ALL APPLICABLE OSHA CONSTRUCTION SAFETY REGULATIONS FOR ALL WORK PERFORMED DURING CONSTRUCTION. JOB SITE SAFETY IS STRICTLY THE RESPONSIBILITY OF THE CONTRACTOR AND NOT THE ENGINEER OR OWNER.
7. ANY PROPRIETARY COMPONENTS, MOUNTS, MATERIALS, CHEMICAL, EPOXY AND WEDGE ANCHORS, AND SHOT PINS SHALL BE EXACTLY AS CALLED FOR IN THESE DRAWINGS. ANY DEVIATIONS SHALL BE APPROVED OR DISAPPROVED BY THE ENGINEER AT THE EXPENSE OF THE ENTITY REQUESTING THE SUBSTITUTION PRIOR TO THE INSTALLATION.
8. THE CONTRACTOR'S SCOPE OF WORK SHALL INCLUDE ALL ITEMS DEFINED IN THE CONTRACT DOCUMENTS. THE CONTRACT DOCUMENTS INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING: THE CONTRACT, SPECIFICATIONS AND CONSTRUCTION DRAWINGS.
9. THE CONTRACTOR SHALL BE ULTIMATELY RESPONSIBLE FOR COORDINATION AND ASSEMBLY OF ALL PARTS OF THE CONSTRUCTION DEPICTED HEREIN. THE CONTRACTOR SHALL PERFORM ANY CONSTRUCTABILITY REVIEW OR COORDINATION DRAWINGS NECESSARY TO IDENTIFY CONSTRUCTABILITY PROBLEMS PRIOR TO CONSTRUCTION.
10. THE CONTRACTOR SHALL VISIT THE JOB SITE TO REVIEW THE SCOPE OF WORK AND EXISTING JOB SITE CONDITIONS INCLUDING, BUT NOT LIMITED TO, MECHANICAL, ELECTRICAL SERVICE AND OVERALL COORDINATION. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO SUBMITTING HIS BID. ANY DISCREPANCIES, CONFLICTS OR OMISSIONS, ETC., SHALL BE REPORTED TO THE CARRIER CONSTRUCTION SUPERVISOR BEFORE PROCEEDING WITH THE WORK.
11. THE CONTRACTOR SHALL PROTECT ALL AREAS FROM DAMAGE WHICH MAY OCCUR DURING CONSTRUCTION. ANY DAMAGE TO NEW AND EXISTING STRUCTURES, LANDSCAPING OR EQUIPMENT SHALL BE IMMEDIATELY REPAIRED OR REPLACED TO THE SATISFACTION OF THE TENANT, BUILDING OWNER OR OWNER'S REPRESENTATIVE AT THE EXPENSE OF THE CONTRACTOR.
12. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES, WHETHER SHOWN HEREON OR NOT, AND TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR ALL EXPENSES FOR REPAIR OR REPLACEMENT OF UTILITIES OR OTHER PROPERTY DAMAGED IN CONJUNCTION WITH THE EXECUTION OF WORK.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE SECURITY OF THE SITE WHILE THE JOB IS IN PROGRESS AND UNTIL THE JOB IS COMPLETED.
14. THE CONTRACTOR SHALL PROVIDE TEMPORARY WATER, POWER AND TOILET FACILITIES AS REQUIRED BY THE GOVERNING AGENCY.
15. THE CONTRACTOR AND ALL SUBORDINATE CONTRACTORS SHALL COMPLY WITH ALL LOCAL AND STATE AND FEDERAL REGULATIONS.
16. THE CONTRACTOR SHALL OBTAIN AND PAY FOR PERMITS, LICENSES AND INSPECTIONS NECESSARY FOR PERFORMANCE OF THE WORK AND INCLUDE THOSE IN THE COST OF THE WORK TO CARRIER.
17. CHECK ACCURACY OF ALL DIMENSIONS IN THE FIELD. UNLESS SPECIFICALLY NOTED, DO NOT FABRICATE ANY MATERIALS OFF SITE, NOR PERFORM ANY CONSTRUCTION ACTIVITIES UNTIL THE ACCURACY OF DRAWING DIMENSIONS HAVE BEEN VERIFIED AGAINST ACTUAL FIELD DIMENSIONS. IN ALL CASES WHERE A CONFLICT MAY OCCUR, SUCH AS BETWEEN ITEMS COVERED IN SPECIFICATIONS AND NOTES ON THE DRAWINGS OR BETWEEN GENERAL NOTES AND SPECIFIC PLANS OR DETAILS, THE ENGINEER SHALL BE NOTIFIED, AND HE/SHE WILL INTERPRET THE INTENT OF THE CONTRACT DOCUMENTS PRIOR TO THE INSTALLATION OF THAT PORTION OF WORK.
18. THE CONTRACTOR SHALL NOTIFY THE CARRIER CONSTRUCTION SUPERVISOR OF ANY CONFLICTS OR DISCREPANCIES IN THE CONTRACT DOCUMENTS OR FIELD CONDITIONS PRIOR TO EXECUTING THE WORK IN QUESTION.
19. THE CONTRACTOR SHALL NOTIFY THE CARRIER CONSTRUCTION SUPERVISOR IF DETAILS ARE CONSIDERED UNSOUND, UNSAFE, NOT WATERPROOF, OR NOT WITHIN CUSTOMARY TRADE PRACTICE. IF WORK IS PERFORMED, IT WILL BE ASSUMED THAT THERE IS NO OBJECTION TO THE DETAIL. DETAILS ARE INTENDED TO SHOW THE END RESULT OF THE DESIGN. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT JOB CONDITIONS, AND SHALL BE INCLUDED AS PART OF THE WORK.
20. EXISTING ELEVATIONS AND LOCATIONS TO BE JOINED SHALL BE VERIFIED BY THE CONTRACTOR BEFORE CONSTRUCTION. IF THEY DIFFER FROM THOSE SHOWN ON THE PLANS, THE CONTRACTOR SHALL NOTIFY THE CARRIER CONSTRUCTION SUPERVISOR SO THAT MODIFICATIONS CAN BE MADE BEFORE PROCEEDING WITH THE WORK.
21. ALL SYMBOLS AND ABBREVIATIONS USED ON THE DRAWINGS ARE CONSIDERED CONSTRUCTION STANDARDS. IF THE CONTRACTOR HAS QUESTIONS REGARDING THEIR EXACT MEANING, THE ENGINEER SHALL BE CONTACTED FOR CLARIFICATION BEFORE PROCEEDING WITH THE WORK.
22. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY BLOCKING, BACKING, FRAMING, HANGERS OR OTHER SUPPORT NOT OTHERWISE SHOWN HEREIN. ALL SUSPENDED MECHANICAL EQUIPMENT TO BE SWAY OR LATERALLY BRACED.
23. GOVERNING AGENCY–APPROVED PLANS SHALL BE KEPT IN A PLAN BOX AND SHALL NOT BE USED BY WORKMEN. ALL CONSTRUCTION SETS SHALL REFLECT SAME INFORMATION. AT ALL TIMES THESE ARE TO BE UNDER THE CARE OF THE JOB SUPERINTENDENT.
24. DESIGN DRAWINGS ARE DIAGRAMMATIC ONLY AND SHALL BE FOLLOWED AS CLOSELY AS ACTUAL CONSTRUCTION CONDITIONS WILL PERMIT. ANY ERROR, OMISSION, OR DESIGN DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE CARRIER CONSTRUCTION SUPERVISOR FOR CLARIFICATION OR CORRECTION BEFORE CONSTRUCTION.
25. AS–BUILT REQUIREMENTS: DO NOT USE RECORD DOCUMENTS FOR CONSTRUCTION PURPOSES. PROTECT RECORD DOCUMENTS FROM DETERIORATION AND LOSS IN A SECURE, FIRE–RESISTANT LOCATION. PROVIDE ACCESS TO RECORD DOCUMENTS FOR THE CARRIER CONSTRUCTION SUPERVISOR'S REFERENCE DURING NORMAL WORKING HOURS. MAINTAIN A CLEAN, UNDAMAGED SET OF BLUE OR BLACK LINE PRINTS OF CONTRACT DRAWINGS AND SHOP DRAWINGS. MARK THE SET TO SHOW THE ACTUAL INSTALLATION WHERE THE INSTALLATION VARIES SUBSTANTIALLY FROM THE WORK AS ORIGINALLY SHOWN. MARK WHICH DRAWINGS ARE MOST CAPABLE OF SHOWING CONDITIONS FULLY AND ACCURATELY. WHERE SHOP DRAWINGS ARE USED, RECORD A CROSS–REFERENCE AT THE CORRESPONDING LOCATION ON THE CONTRACT DRAWINGS. GIVE ATTENTION TO CONCEALED ELEMENTS THAT WOULD BE DIFFICULT TO MEASURE AND RECORD AT A LATER DATE. MARK RECORD SETS WITH RED ERASABLE PENCIL. USE OTHER COLORS TO DISTINGUISH BETWEEN VARIATIONS IN SEPARATE CATEGORIES OF THE WORK. MARK NEW INFORMATION THAT IS IMPORTANT TO THE OWNER BUT WAS NOT SHOWN ON THE CONTRACT DRAWINGS, DETAILS OR SHOP DRAWINGS. NOTE RELATED CHANGE ORDER NUMBERS WHERE APPLICABLE. NOTE RELATED RECORD DRAWING INFORMATION AND PRODUCT DATA. UPON COMPLETION OF THE WORK, SUBMIT ONE (1) COMPLETE SET OF RECORD DOCUMENTS TO THE CARRIER CONSTRUCTION SUPERVISOR FOR THE OWNER'S RECORDS.
26. A CLOSEOUT BOOK CONTAINING THE FOLLOWING, SHALL BE PROVIDED BY THE CONTRACTOR, AS APPLICABLE:
    - A. AS BUILT DESIGN DRAWINGS
    - B. SWEEP TEST RESULTS
    - C. RESISTIVELY TEST
    - D. PHOTO DOCUMENTATION OF:
        - I. UNDERGROUND CONDUITS AND GROUND RING
        - II. ANTENNA, COAX, JUMPER ATTACHMENTS AND GROUND KIT ATTACHMENTS
        - III. ANTENNA DOWN TILT MEASUREMENT USING AN INCLINOMETER ON THE BACK PLANE OF THE ANTENNA
        - IV. GROUND BAR ATTACHMENTS
    - E. SIGNED OFF PERMIT CARDS
    - F. CERTIFICATE OF OCCUPANCY
    - G. RETURN OF KEYS AND/OR ACCESS AUTHORIZATION
    - H. ORIGINAL BUILDING PERMIT

SITE WORK NOTES

1. SCOPE: CLEARING, GRUBBING, STRIPPING, EROSION CONTROL, SURVEY, LAYOUT, SUB GRADE PREPARATION, FINISH GRADING AND SECURITY FENCE, AS REQUIRED BY CONSTRUCTION DRAWINGS AND DETAIL DRAWINGS.
2. REFERENCES:
    - A. DEPARTMENT OF TRANSPORTATION CONSTRUCTION AND MATERIAL SPECIFICATIONS FOR THE STATE IN WHICH THE PROJECT IS LOCATED.
    - B. ASTM (AMERICAN SOCIETY FOR TESTING AND MATERIALS)
    - C. OSHA (OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION)
    - D. AASHTO (AMERICAN ASSOCIATION OF STATE HIGHWAY TRANSPORTATION OFFICIALS)
3. INSPECTION AND TESTING:
    - A. FIELD TESTING OF EARTHWORK, AGGREGATE BASE COURSE, COMPACTION AND CONCRETE TESTING SHALL BE PERFORMED BY THE CONTRACTOR'S INDEPENDENT TESTING LAB.
    - B. ALL WORK SHALL BE INSPECTED AND RELEASED BY THE CARRIER CONSTRUCTION SUPERVISOR WHO SHALL CARRY OUT THE GENERAL INSPECTION OF THE WORK WITH SPECIFIC CONCERN TO PROPER PERFORMANCE OF THE WORK AS SPECIFIED AND/OR CALLED FOR ON THE DRAWINGS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REQUEST TIMELY INSPECTIONS PRIOR TO PROCEEDING WITH FURTHER WORK THAT WOULD MAKE PARTS OF THE WORK INACCESSIBLE OR DIFFICULT TO INSPECT.
4. SITE MAINTENANCE AND PROTECTION:
    - A. PROVIDE ALL NECESSARY JOB SITE MAINTENANCE FROM COMMENCEMENT OF THE WORK UNTIL COMPLETION OF THE CONTRACT.
    - B. CONTACT THE ONE–CALL UTILITY LOCATION SERVICE PRIOR TO ANY EXCAVATING ACTIVITIES TO HAVE LOCATIONS OF UNDERGROUND UTILITIES VERIFIED.
    - C. AVOID DAMAGE TO THE SITE INCLUDING EXISTING FACILITIES, STRUCTURES, TREES AND SHRUBS DESIGNATED TO REMAIN. TAKE PROTECTIVE MEASURES TO PREVENT EXISTING ITEMS THAT ARE NOT DESIGNATED FOR REMOVAL FROM BEING DAMAGED BY THE WORK.
    - D. KEEP SITE FREE OF ALL PONDING WATER.
    - E. CONTRACTOR SHALL PROVIDE ALL EROSION AND SEDIMENTATION CONTROL MEASURES AS REQUIRED BY LOCAL, CITY, COUNTY AND STATE CODES AND ORDINANCES TO PROTECT EMBANKMENTS FROM SOIL LOSS AND TO PREVENT ACCUMULATION OF SOIL AND SILT IN STREAMS AND DRAINAGE PATHS LEAVING THE CONSTRUCTION AREA. THIS MAY INCLUDE SUCH MEASURES AS SILT FENCES, STRAW BALE SEDIMENT BARRIERS AND CHECK DAMS.
    - F. PROVIDE AND MAINTAIN ALL TEMPORARY FENCING, BARRICADES, WARNING SIGNALS AND SIMILAR DEVICES NECESSARY TO PROTECT LIFE AND PROPERTY DURING THE ENTIRE PERIOD OF CONSTRUCTION. REMOVE ALL SUCH DEVICES UPON COMPLETION OF THE WORK.
5. BEFORE STARTING GENERAL SITE PREPARATION ACTIVITIES, INSTALL EROSION AND SEDIMENT CONTROL MEASURES. THE WORK AREA SHALL BE CONSTRUCTED AND MAINTAINED IN SUCH CONDITION THAT IN THE EVENT OF RAIN THE SITE WILL BE WELL DRAINED AT ALL TIMES.
6. ENSURE POSITIVE DRAINAGE DURING AND AFTER COMPLETION OF CONSTRUCTION.
7. PERFORM ALL SURVEY, LAYOUT, STAKING AND MARKING TO ESTABLISH AND MAINTAIN ALL LINES, GRADES, ELEVATIONS AND BENCHMARKS NEEDED FOR EXECUTION OF THE WORK.
8. CLEAR AND GRUB THE AREA WITHIN THE LIMITS OF THE SITE AND ONLY THE IMMEDIATE SURROUNDINGS NECESSARY TO COMPLETE THE WORK. REMOVE TREES, BRUSH, STUMPS, RUBBISH AND OTHER DEBRIS AND VEGETATION RESTING ON OR PROTRUDING THROUGH THE SURFACE OF THE SITE AREA TO BE CLEARED AND GRUBBED.
9. REMOVE FROM THE SITE AND DISPOSE IN AN AUTHORIZED LANDFILL ALL DEBRIS RESULTING FROM CLEARING AND GRUBBING OPERATIONS. BURNING IS NOT PERMITTED.
10. PRIOR TO EXCAVATING, THOROUGHLY EXAMINE THE AREA TO BE EXCAVATED AND/OR TRENCHED TO VERIFY THE LOCATIONS OF FEATURES INDICATED ON THE DRAWINGS, AND ASCERTAIN THE EXISTENCE AND LOCATION OF ANY STRUCTURE, UNDERGROUND STRUCTURE, CULVERT, STREAM CROSSING OR OTHER ITEM NOT SHOWN THAT MIGHT AFFECT OR INTERFERE WITH THE NEW CONSTRUCTION. NOTIFY THE CARRIER CONSTRUCTION SUPERVISOR OF ANY OBSTRUCTIONS THAT WILL PREVENT ACCOMPLISHMENT OF THE WORK AS INDICATED ON THE DRAWINGS.
11. SEPARATE AND STOCKPILE ALL EXCAVATED MATERIALS SUITABLE FOR BACK FILL. ALL EXCESS EXCAVATED, AND UNSUITABLE MATERIALS SHALL BE DISPOSED OF IN AN AREA DESIGNATED BY THE CARRIER CONSTRUCTION SUPERVISOR. (UNSUITABLE MATERIAL MAY BE REQUIRED TO BE REMOVED FROM THE SITE.)

STRUCTURAL NOTES:

1. POWDER RIVER DEVELOPMENT SERVICES, LLC HAS NOT PERFORMED STRUCTURAL ANALYSIS FOR THE NEW EQUIPMENT MOUNTS, NOR THE SUPPORTING STRUCTURE AND ASSUMES NO RESPONSIBILITY FOR ITS ABILITY TO SUPPORT THE PROPOSED MODIFICATIONS, UNLESS OTHERWISE EXPLICITLY NOTED WITHIN THESE DRAWINGS. PRIOR TO CONSTRUCTION, STRUCTURAL ANALYSIS (BY OTHERS) SHALL BE PERFORMED FOR ALL TOWERS, ROOFTOPS, FLAG POLES, LIGHT POLES AND ASSOCIATED EQUIPMENT MOUNTS.
2. ALL EQUIPMENT AND COMPONENTS SHALL BE ANCHORED IN ACCORDANCE WITH ALL CURRENT BUILDING CODE REQUIREMENTS, AS APPLICABLE. ANCHOR DESIGN AND SPECIFICATION IS NOT INCLUDED AS PART OF THIS SCOPE UNLESS OTHERWISE EXPLICITLY NOTED WITHIN THESE DRAWINGS, BUT SHALL BE PROVIDED (BY OTHERS) PRIOR TO CONSTRUCTION, FOR ALL EQUIPMENT, MECHANICAL AND ELECTRICAL COMPONENTS.
3. REFER TO 'SN–#' SHEET(S), AS APPLICABLE, FOR ALL OTHER STRUCTURAL NOTES AND SPECIFICATIONS.

ELECTRICAL NOTES:

1. ELECTRICAL DESIGN SHALL BE PROVIDED BY ELECTRICAL CONTRACTOR. ELECTRICAL CONTRACTOR SHALL ENSURE THAT ALL WORK COMPLIES WITH APPLICABLE LOCAL AND STATE CODES AND THE NATIONAL ELECTRICAL CODE.
2. ALL SUGGESTED ELECTRICAL ELEMENTS (SUCH AS BREAKER SIZES, WIRE SIZES, CONDUIT SIZES, ETC.) ARE INCLUDED FOR ZONING AND PLANNING PURPOSES ONLY. IT IS THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR TO PROVIDE ALL REQUIRED ELECTRICAL DESIGNS.
3. CONTRACTOR SHALL FIELD–LOCATE ALL BELOW–GRADE GROUND LINES AND UTILITY LINES PRIOR TO CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR THE RELOCATION OF ALL UTILITY AND GROUND LINES THAT MAY BECOME DISTURBED OR CONFLICTING IN THE COURSE OF CONSTRUCTION.

DEFERRED SUBMITTALS:

1. AS A CONDITION OF APPROVAL, AND UNLESS NOTED OTHERWISE WITHIN THESE CONSTRUCTION DRAWINGS, THE DEFERRED SUBMITTAL ITEMS BELOW SHALL BE DESIGNED AND SUBMITTED TO POWDER RIVER DEVELOPMENT SERVICES, LLC FOR REVIEW PRIOR TO CONSTRUCTION.
    - MOUNT STRUCTURAL ANALYSIS
    - STRUCTURAL ANALYSIS OF SUPPORTING STRUCTURES (TOWERS, ROOFTOPS, ETC.)
    - EQUIPMENT ANCHORAGE
    - ELECTRICAL POWER SUPPLY DESIGN

Rise Broadband

POWDER RIVER
Development Services, LLC

BUSINESS LICENSE #: C–3065

REVISIONS

REV	DATE	DESCRIPTION	INT
0	03/07/22	100% CONSTRUCTION	JDB
A	03/02/22	ISSUED FOR REVIEW 90%	JHT

REVIEWED BY: JAS

STATE OF TEXAS
ANTHONY THOMAS TOMBO III
129673
LICENSED
PROFESSIONAL ENGINEER

THESE PLANS AND SPECIFICATIONS, AS INSTRUMENTS OF SERVICE, ARE AND SHALL REMAIN THE PROPERTY OF POWDER RIVER DEVELOPMENT SERVICES, LLC WHETHER THE PROJECTS FOR WHICH THEY ARE MADE ARE EXECUTED OR NOT. THESE DRAWINGS AND SPECIFICATIONS SHALL NOT BE USED BY ANY PERSON OR ENTITY ON OTHER PROJECTS WITHOUT PRIOR WRITTEN CONSENT OF THE ENGINEER.

SITE INFORMATION:

SITE #: FY21-1163

5309 ERSKINE ST.
LUBBOCK, TX 79403
LUBBOCK COUNTY

SHEET TITLE:

GENERAL NOTES

SHEET NUMBER:

GN-1

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

DISCLAIMER:

THESE DRAWINGS WERE PRODUCED WITHOUT THE BENEFIT OF A CURRENT LAND SURVEY. ALL PROPERTY LINES, EASEMENTS, SETBACKS, AND DIMENSIONS SHOWN SHALL BE VERIFIED PRIOR TO START OF CONSTRUCTION. POWDER RIVER DEVELOPMENT SERVICES, LLC. DOES NOT GUARANTEE THE ACCURACY OF SAID PROPERTY LINES, EASEMENTS, SETBACKS, AND DIMENSIONS SHOWN.

OVERALL SITE PLAN | SCALE: 1" = 50' (11x17) | 1

Rise Broadband

POWDER RIVER
Development Services, LLC

BUSINESS LICENSE #: C-3065

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REVIEWED BY: JAS

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SITE INFORMATION:

SITE #: FY21-1163

5309 ERSKINE ST.
LUBBOCK, TX 79403
LUBBOCK COUNTY

SHEET TITLE:

OVERALL SITE PLAN

SHEET NUMBER:

A-1

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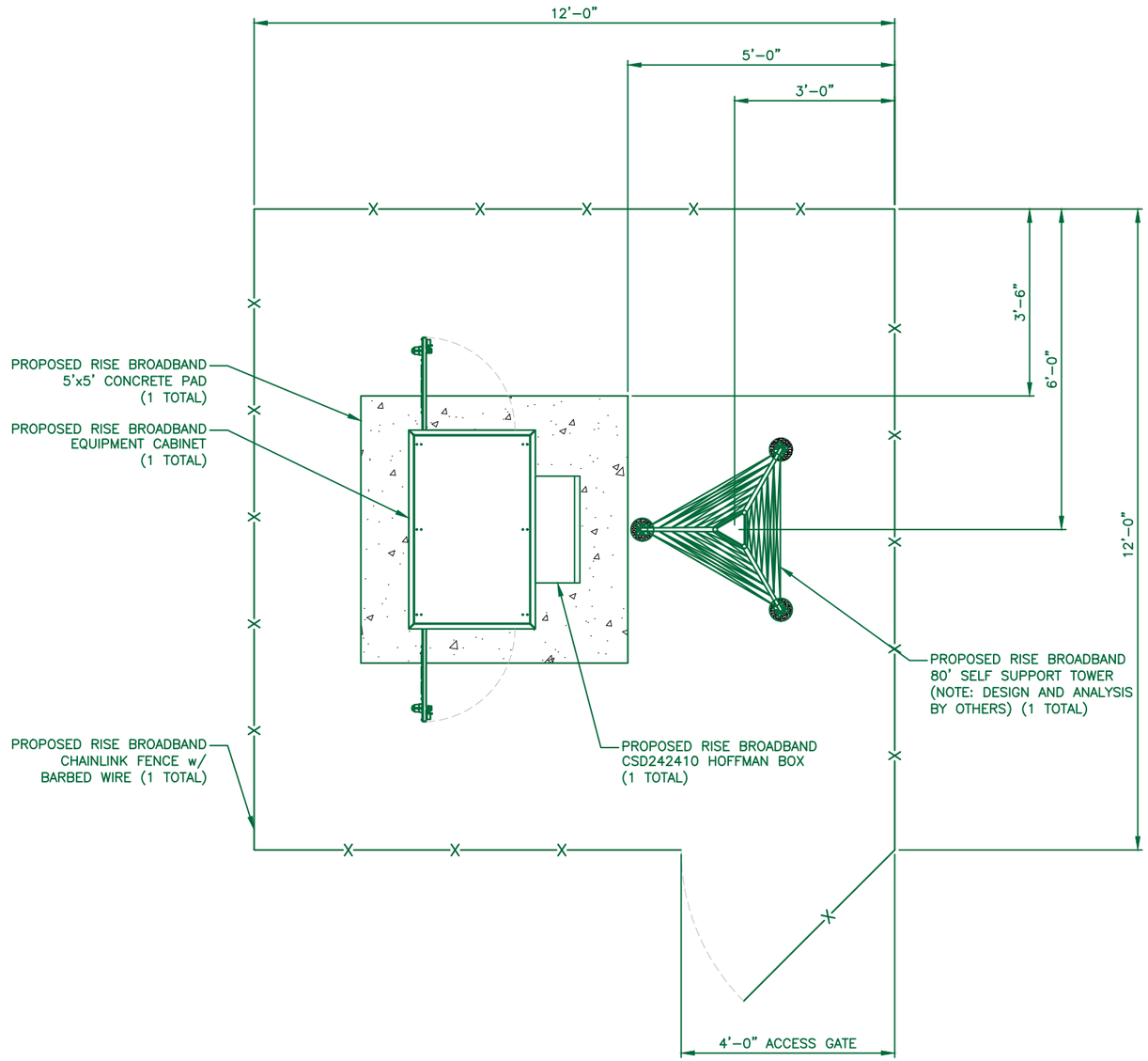

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POWDER RIVER
Development Services, LLC

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REVISIONS

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SITE INFORMATION:

SITE #: FY21-1163

5309 ERSKINE ST.
LUBBOCK, TX 79403
LUBBOCK COUNTY

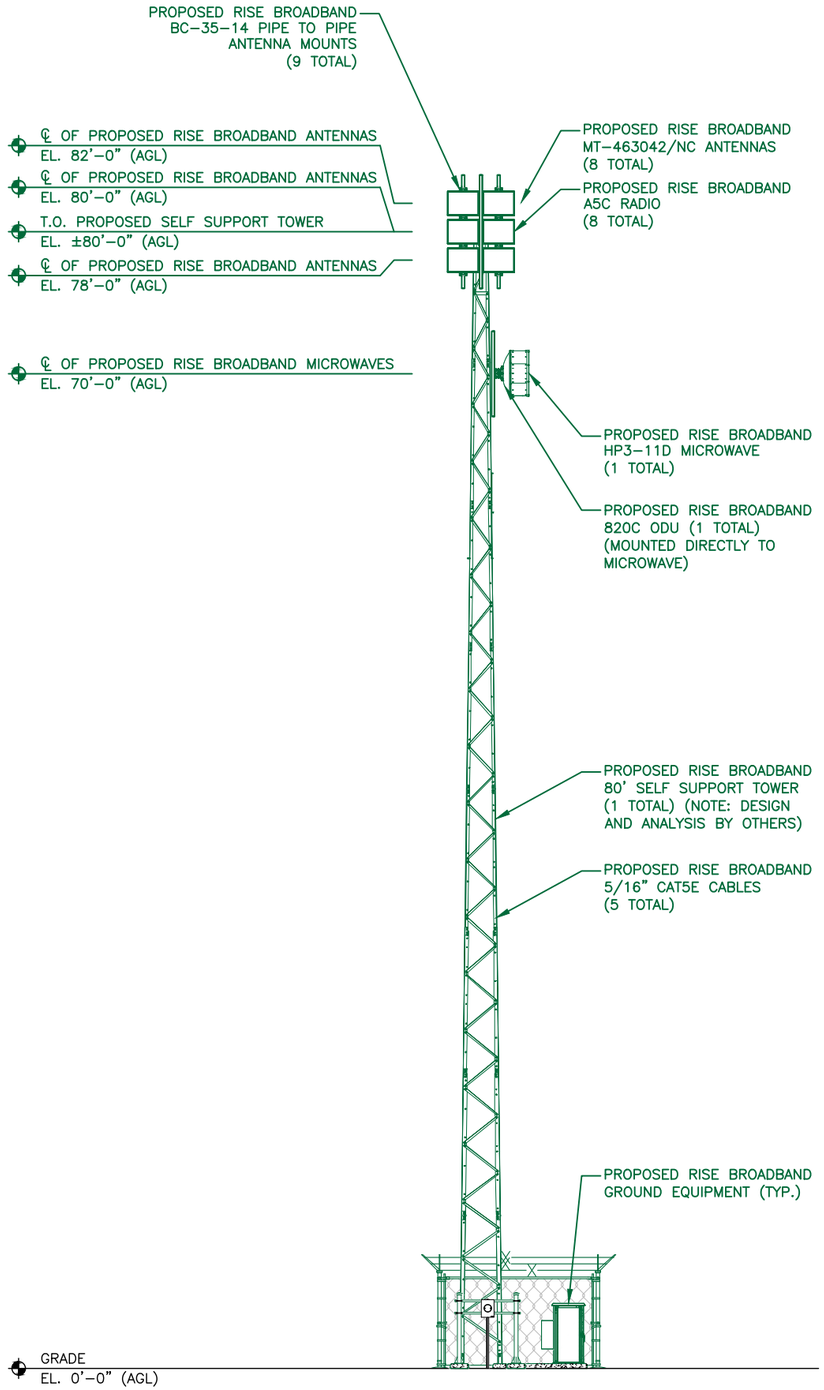
SHEET TITLE:

PROPOSED COMPOUND PLAN

SHEET NUMBER:

A-1.1

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.



PRIOR TO CONSTRUCTION, STRUCTURAL ANALYSIS SHALL BE PERFORMED FOR ALL NEW AND EXISTING SUPPORTING TOWERS, ROOFTOPS, FLAG POLES, LIGHT POLES AND ASSOCIATED EQUIPMENT MOUNTS. CONTRACTOR SHALL REVIEW THE SIGNED/SEALED STRUCTURAL ANALYSIS REPORTS PRIOR TO CONSTRUCTION AND SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES LISTED WITHIN THE REPORT(S). ALL CONSTRUCTION, MODIFICATIONS AND/OR REPLACEMENT SPECIFICATIONS SHALL BE FULLY IMPLEMENTED EXACTLY AS NOTED WITHIN THE STRUCTURAL ANALYSES REPORTS/LETTERS.

POWDER RIVER DEVELOPMENT SERVICES, LLC HAS NOT PERFORMED STRUCTURAL ANALYSIS FOR THE NEW EQUIPMENT MOUNTS, NOR THE SUPPORTING STRUCTURE(S), AND ASSUMES NO RESPONSIBILITY FOR ITS ABILITY TO SUPPORT THE PROPOSED MODIFICATIONS.

NOTE: FULL TOWER/FOUNDATION DESIGN AND ANALYSIS TO BE PERFORMED BY REGISTERED PROFESSIONAL ENGINEER APPROVING SITE SPECIFIC LOADING AND CONDITIONS. TOWER AND FOUNDATION DESIGN REQUIRED PRIOR TO INSTALLATION.

NO ANALYSIS OR DESIGN HAS BEEN PERFORMED BY POWDER RIVER DEVELOPMENT SERVICES, LLC.

Rise Broadband

POWDER RIVER
Development Services, LLC

BUSINESS LICENSE #: C-3065

REVISIONS

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ANTHONY THOMAS TOMBO III
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SITE INFORMATION:

SITE #: FY21-1163

5309 ERSKINE ST.
LUBBOCK, TX 79403
LUBBOCK COUNTY

SHEET TITLE:

ELEVATION

SHEET NUMBER:

A-2

PROPOSED ELEVATION

SCALE: 3/32" = 1'-0" (11x17)

NOTE: FULL TOWER/FOUNDATION DESIGN AND ANALYSIS TO BE PERFORMED BY REGISTERED PROFESSIONAL ENGINEER APPROVING SITE SPECIFIC LOADING AND CONDITIONS. TOWER AND FOUNDATION DESIGN REQUIRED PRIOR TO INSTALLATION.

NO ANALYSIS OR DESIGN HAS BEEN PERFORMED BY POWDER RIVER DEVELOPMENT SERVICES, LLC.

PRIOR TO CONSTRUCTION, STRUCTURAL ANALYSIS SHALL BE PERFORMED FOR ALL NEW AND EXISTING SUPPORTING TOWERS, ROOFTOPS, FLAG POLES, LIGHT POLES AND ASSOCIATED EQUIPMENT MOUNTS. CONTRACTOR SHALL REVIEW THE SIGNED/SEALED STRUCTURAL ANALYSIS REPORTS PRIOR TO CONSTRUCTION AND SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES LISTED WITHIN THE REPORT(S). ALL CONSTRUCTION, MODIFICATIONS AND/OR REPLACEMENT SPECIFICATIONS SHALL BE FULLY IMPLEMENTED EXACTLY AS NOTED WITHIN THE STRUCTURAL ANALYSES REPORTS/LETTERS.

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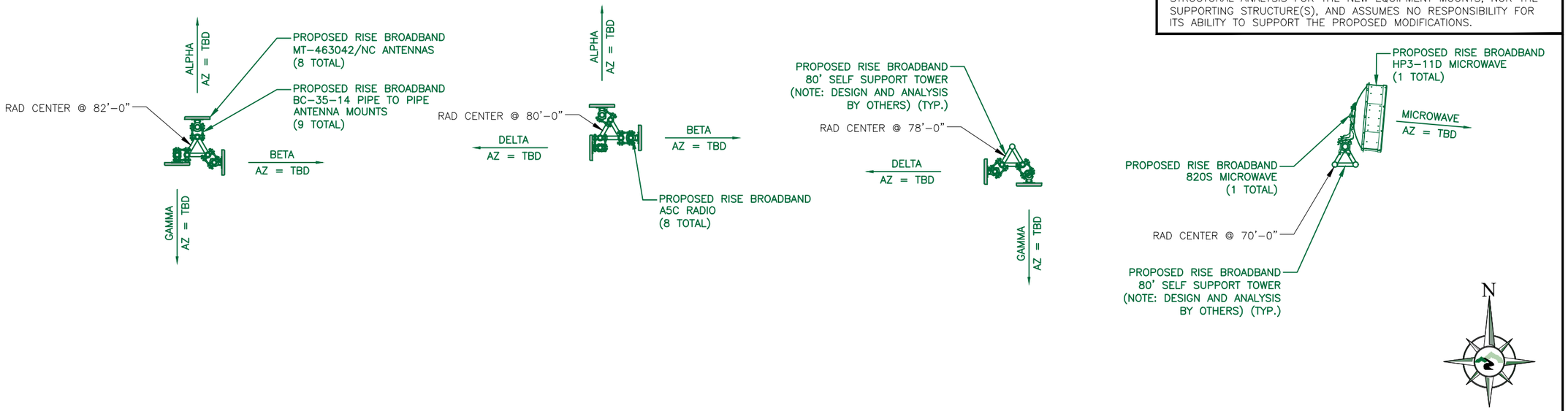

PROPOSED ANTENNA PLAN

SCALE: 3/16" = 1'-0" (11x17) | 2

FINAL ANTENNA, MICROWAVE, EQUIPMENT & CABLE CONFIGURATION

SECTOR	POSITION	QTY	ANTENNA MANUFACTURER	ANTENNA MODEL	COR	AZI	CABLE	RRH (QTY) MODEL
ALPHA	1	1	MIMOSA	MT-463042/ND	82'	TBD	(2) 5/16" CAT5E	(8) A5C RADIO
	2	1	MIMOSA	MT-463042/ND	80'	TBD		
BETA	1	1	MIMOSA	MT-463042/ND	82'	TBD		
	2	1	MIMOSA	MT-463042/ND	80'	TBD		
GAMMA	1	1	MIMOSA	MT-463042/ND	82'	TBD		
	2	1	MIMOSA	MT-463042/ND	78'	TBD		
DELTA	1	1	MIMOSA	MT-463042/ND	80'	TBD		
	2	1	MIMOSA	MT-463042/ND	78'	TBD		
MICROWAVE	1	1	RADIOWAVE	HP3-11D	70'	TBD	(3) 5/16" CAT5E	(1) 820S ODU

1. CONTRACTOR TO VERIFY ALL EQUIPMENT MODELS, LOCATIONS AND CONFIGURATIONS WITH CURRENT VERIZON SMR.
2. CONTRACTOR TO FIELD VERIFY ALL CABLE LENGTHS PRIOR TO ORDERING MATERIALS.
3. CONTRACTOR TO INSTALL ANTENNAS MAINTAINING MINIMUM REQUIRED SEPARATION DISTANCES FROM EXISTING APPURTENANCES AND TO AVOID INTERFERENCE WITH INTENDED PATH.
4. CONTRACTOR TO FIELD VERIFY AZIMUTH, CENTERLINE HEIGHT AND MECHANICAL DOWNTILT. IF INCONSISTENCIES BETWEEN DRAWINGS AND ACTUAL CONDITIONS ARISE, ENGINEER SHALL BE NOTIFIED.

ANTENNA & MICROWAVE SCHEDULE | 1

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Rise Broadband

POWDER RIVER
Development Services, LLC

BUSINESS LICENSE #: C-3065

REVISIONS

REV	DATE	DESCRIPTION	INT
0	03/07/22	100% CONSTRUCTION	JDB
A	03/02/22	ISSUED FOR REVIEW 90%	JHT

REVIEWED BY: JAS

STATE OF TEXAS
ANTHONY THOMAS TOMBO III
129673
LICENSED
PROFESSIONAL ENGINEER

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SITE INFORMATION:

SITE #: FY21-1163

5309 ERSKINE ST.
LUBBOCK, TX 79403
LUBBOCK COUNTY

SHEET TITLE:

ANTENNA PLAN & SCHEDULE

SHEET NUMBER:

A-3

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NOT USED

6

mimosa by Airspan

Super Sector

A5c Point-to-Multipoint Access Point

4.9–6.4 GHz

Technical Specifications

Performance
- **Max Throughput:** Up to 1.0 Gbps IP (1.7 Gbps PHY)
- **Client Capacity:** 100 clients (WiFi Interop); 44 clients (SRS)
- **Wireless Protocols:** WiFi Interop, Spectrum Reuse Synchronization (SRS)

Radio
- **MIMO & Modulation:** 4x4:4 MIMO OFDM up to 256-QAM
- **Bandwidth**:** 20/40/80 MHz channels; Tunable in 5 MHz increments for GPS Sync; Tunable to standard WiFi channels for WiFi Interop
- **Frequency Range:** GPS Sync: 4900–6400 MHz; WiFi Interop: 5170–5835 MHz; Restricted by country of operation (new/ US/FCC: 5600–5650 support)
- **Max Output Power:** 30 dBm
- **Sensitivity (MCS 0):** -87 dBm @ 80 MHz; -90 dBm @ 40 MHz; -93 dBm @ 20 MHz

Power
- **Max Power Consumption:** 25 W
- **System Power Method:** 802.3at compliant
- **PoE Power Supply:** Passive POE compliant, 48-56 V Power over Ethernet supply with IEC61000-4-5 surge protection

Physical
- **Dimensions:** Height: 300 mm (11.81") Width: 151 mm (5.94") Depth: 85 mm (3.35")
- **Weight:** 1.75 kg (3.86 lbs)
- **Enclosure Characteristics:** Outdoor UV-stabilized engineered polymer with integrated mounting panel
- **Mounting:** Dual-pole strap mount and slip on mount for comparable antenna
- **Connector Type:** Female Type N (x4)

Environmental
- **Outdoor Ingress Protection Rating:** IP67
- **Operating Temperature:** -40°C to +55°C (-40°F to 131°F)
- **Operating Humidity:** 5 to 100% condensing
- **Operating Altitude:** 4,420 m (14,500') max
- **Shock & Vibration:** ETS 300-019-2-4 class 4M5

Features
- **Gigabit Ethernet:** 10/100/1000 BASE-T
- **Synchronization:** GPS+GLONASS allows for network-wide sync and interference avoidance
- **Collocation:** 1PPS GPS TxRx synchronization for same tower collocation and channel reuse
- **Network Processing:** Advanced AP control for capacity and subscriber management
- **Management Services:** Mimosa Cloud monitoring and management; SNMPv2 & Syslog legacy monitoring; HTTPS, HTML 5-based Web UI (2.4 GHz WiFi management module no longer available as of December 2020)
- **Smart Spectrum Management:** Active scan monitors/logs ongoing RF interference across channels (no service impact). Dynamic auto-optimization of channel and bandwidth use
- **Security:** WPA2 PSK & Enterprise 802.1x; Radius provisioning, CDA, DM; 128-bit AES with hardware acceleration
- **VLANs:** Per subscriber VLAN; Q-in-Q, triple tagging; Management VLAN
- **QoS:** Supports 4 pre-configured QoS levels
- **GPS Location:** GNSS1 (GPS + GLONASS)
- **Traffic Shaping:** Per CPE UL/DL commit and maximum rate shaping
- **Access Control List:** Permit, Deny and Re-mark Layer 2 and Layer 3 traffic flows

Regulatory + Compliance
- **Approvals:** FCC Part 15.407 and Part 90Y, IC RSS210, CE, ETSI 301 893/302 502
- **RoHS Compliance:** Yes
- **Safety:** UL/EC/EN/ 60950-1 + CSA-22.2

**4.9 GHz uses 20 MHz channel widths

MANUFACTURER: MIMOSA
MODEL: A5C
WEIGHT: 3.86 LBS
DIMENSIONS: HxWxD: 11.81" x 5.94" x 3.35"

NOT USED

5

Cambium Networks™

RADIO
- 6-38 GHz
- 1+0 to 4+0, 1+1/2+2 HSB, E/W, 1+0 SD, 2+2 SD

Radio Features
- Multi-Carrier Adaptive Bandwidth Control (up to 2+0)
- Protection: 1+1/2+2 HSB
- High spectral utilization: QPSK to 2048 QAM w/ACM
- XPIC
- 2x2 / 4x4 MIMO
- AES 256-bit Encryption
- FIPS-140-2 **

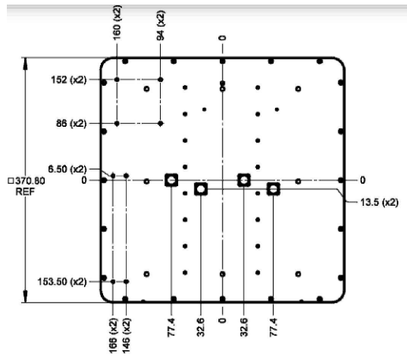
MANUFACTURER: CAMBIUM
MODEL: 820C
WEIGHT: 14.3 LBS
DIMENSIONS: HxWxD: 9.1" x 9.2" x 3.9"

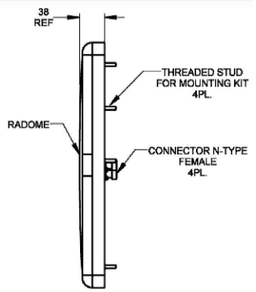
ODU INFORMATION

SCALE: N.T.S.

3

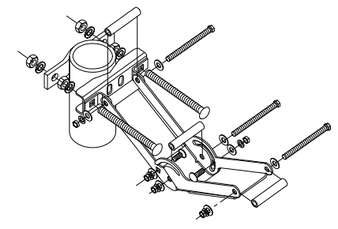
MTI WIRELESS EDGE LTD.



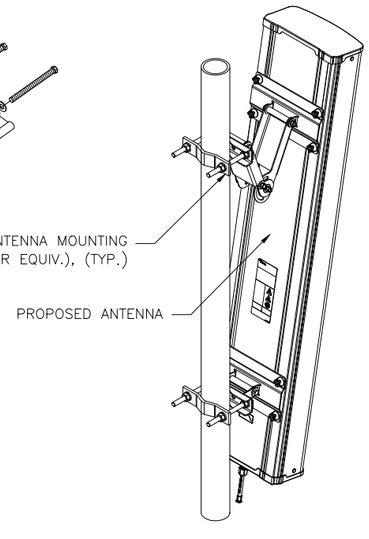


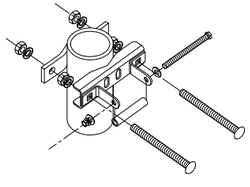
MANUFACTURER: CAMBIUM
MODEL: MT-463042/ND
WEIGHT: 4.4 LBS
DIMENSIONS: HxWxD: 14.6" x 14.6" x 1.6"
FREQUENCY: 4.9–5.9 GHz

ANTENNA ATTACHMENT



TOP BRACKET





BOTTOM BRACKET

SCALE: N.T.S.

1

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SHEET TITLE:

EQUIPMENT DETAILS

SHEET NUMBER:

A-4

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HP3-11

0.9 M | 3 FT HIGH PERFORMANCE PARABOLIC REFLECTOR ANTENNA, SINGLE-POLARIZED, 10.7-11.7GHZ

The HP High Performance Series by RadioWaves offers a full line of high performance parabolic antennas engineered to provide ETSI class 2/3 radiation pattern performance as well as excellent gain. RadioWaves field-proven pre-assembled antennas and robust pole-mounts ensure "set and forget" installation with minimal post-installation maintenance. The included radome ensures robust and reliable performance under the most challenging conditions. If it's rugged, it must be RadioWaves!

FEATURES AND BENEFITS

- High Performance ETSI Class 2/3* Parabolic Antennas – Excellent performance for a wide range of applications
- Fully Preassembled at the Factory – Simplifies installation on site and guarantees "factory-tested" quality

*ETSI Class depends on frequency band

SPECIFICATIONS

General

Antenna Type	High Performance Parabolic Reflector Antenna
Size, nominal	3 ft | 0.9 m
Polarization	Single

Standard RF Connector Type	CPR90G
Standard RF Connector Suffix	RS (append suffix to model number)

Electrical

Operating Frequency Band	10.7 - 11.7 GHz
Half Power Beamwidth, Horizontal	2.1 degrees
Half Power Beamwidth, Vertical	2.1 degrees
Cross-Polarization Discrimination	30 dB
Front to Back Ratio (F/B)	62 dB

Gain, Low Frequency	38.1 dBi
Gain, Mid Frequency	38.5 dBi
Gain, High Frequency	39 dBi
VSWR	1.37:1
Return Loss	-16.1 dB

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Mechanical

Fine Azimuth Adjustment	+/- 10 degrees
Fine Elevation Adjustment	+/- 10 degrees
Mounting Pipe Diameter, Min	2.5 inch | 5.1 cm
Mounting Pipe Diameter, Max	4.5 inch | 11.4 cm
Net Weight	50 lbs | 12.3 kg
Wind Velocity Operational	90 mph | 145 km/h
Wind Velocity Survival Rating	125 mph | 201 km/h

Mechanical Configuration	HP3
Axial Force (FA)	403 lbs | 1792 N
Side Force (FS)	200 lbs | 890 N
Twisting Moment (MT)	344 ft-lbs | 466 Nm
Operating Temperature Range	-40 to +60 C
Max Pressure, PSIG, (if waveguide interface)	5

Regulatory Compliance

FCC	Part 101 Cat. A
Industry Canada Compliance	SRSP310.7 B

ETSI	302217 R1 C3
RoHS-compliant	Yes

Shipping Information

Package Type	Wood Crate
Gross Weight	143 lbs | 69.8 kg

Dimensions, L x W x H	47 x 28 x 48in | 119 x 71 x 122 cm
Shipping Volume	36.56 cu ft | 1.04 cu m

*Additional OEM interfaces and adapters may be available. Contact RadioWaves for a complete and current list of available adapters.

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PRIMUS CABLE

CAT 5E 100MHz Solid CMP Unshielded Bulk Cable

Category 5E Plenum UTP 1000' 25 pair 50 Conductor Bulk Cable, CMP Jacket, 24AWG Solid-Bare Copper, Pull Box (UL / ETL)(Made in USA)

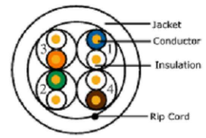
CAT5E

Applications
- Gigabit Ethernet (1000Base-T)
- High Speed Voice/Data
- 100Base-TX
- Video to the Desktop
- ISDN
- 100Base-T
- Multimedia
- 55/155 Mbps ATM
- 100Base VG-AnyLan

Compliance
- UL 444 Communications Cable
- ETL Verified TIA568-B.2 (Cat 5E)
- UL Listed Type CMP
- C(UL) Listed Type CMP
- NFPA 262 Plenum Flame Test (UL910)
- NEC Article 800
- CSA C22.2 No.214
- ICEA S-80-576
- California State Fire Marshal
- Reduction of Hazardous Substances (RoHS)

Physical Characteristics
- Conductor Size: 24AWG
- Conductor Material: Solid Bare Copper
- Insulation Material: Fluoropolymer .37" OD
- Insulation Diameter: 0.37in
- Number of Conductors: 8 Conductors
- Number of Pairs: 4 Pairs
- Outer Jacket Material: Blue Plenum Thermoplastic
- Outer Jacket Diameter: .455"
- Outer Jacket Rip Cord: Yes

Technical Diagram



Available Jacket Colors
Blue Item# C5UP-3242BL-50C

Cable Features
- Rated up to 100MHz.
- Meets or exceeds CAT 5E T568-B.2 standards.
- Easy to use wooden spool.
- Cable is marked in descending order so you always know how much cable is in the box.
- Extra headroom provides room for growth.
- Low attenuation and power-sum crosstalk.

Construction Facts
- The Plenum Cable has fluoropolymer insulation and features a Plenum Thermoplastic jacket for low temperature handling.
- Longitudinal rip cord for easy jacket opening.

Cable Put-Ups:
- Cable is supplied in 1000ft increments on a wooden spool.

CAT5E 100MHz Solid Bulk Cable Electrical Specifications

Frequency MHz (Maximum)	ATT dB/100 m (328 ft.) (Maximum)	ACR dB/100 m (328 ft.) (Maximum)	PS-ACR dB/100 m (328 ft.) (Minimum)	NEXT dB/100 m (328 ft.) (Minimum)	PS-NEXT dB/100 m (328 ft.) (Minimum)	ELFEXT dB/100 m (328 ft.) (Minimum)	PS-ELFEXT dB/100 m (328 ft.) (Minimum)	Return Loss dB (Minimum)
1	2	N/A	N/A	65.3	62.3	63.8	60.8	20
4	4.1	N/A	N/A	56.3	53.3	51.7	48.7	23
8	5.8	N/A	N/A	51.8	48.8	45.7	42.7	24.5
10	6.5	N/A	N/A	50.3	47.3	43.8	40.8	25
16	8.2	N/A	N/A	47.2	44.3	39.7	36.7	25
20	9.3	N/A	N/A	45.8	42.8	37.7	34.7	25
25	10.4	N/A	N/A	44.3	41.3	35.8	32.8	24.3
31.25	11.7	N/A	N/A	42.9	39.9	33.9	30.9	23.6
62.50	17	N/A	N/A	38.4	35.4	27.8	24.8	21.5
100	22	N/A	N/A	35.3	32.3	23.8	20.8	20.1

PrimusCable.com - (951) 824-1571

RoHS

Rev. 02/10/15

PRIMUS CABLE

CAT 5E 100MHz Solid CMP Unshielded Bulk Cable

Pair Color Code Chart

Pair	Tip	Ring	Pair	Tip	Ring
1	white	blue	14	black	brown
2	white	orange	15	black	slate
3	white	green	16	yellow	blue
4	white	brown	17	yellow	orange
5	white	slate	18	yellow	green
6	red	blue	19	yellow	brown
7	red	orange	20	yellow	slate
8	red	green	21	violet	blue
9	red	brown	22	violet	orange
10	red	slate	23	violet	green
11	black	blue	24	violet	brown
12	black	orange	25	violet	slate
13	black	green			

Mechanical Characteristics
- Storage Temperature Range: N/A
- Installation Temperature Range: N/A
- Operating Temperature Range: N/A
- Bulk Cable Weight: N/Albs. / 1000FT
- Max. Recommended Pulling Tension: N/A
- Min. Bend Radius/Minor Axis: N/A
- Min. Bend/Installation: N/A
- Test Object: N/A
- Test Material: N/A
- Before Tensile Strength: N/A
  - Aging Elongation: N/A
  - Aging Condition: N/A
- After Tensile Strength: N/A
  - Aging Elongation: N/A
  - Cold Bend: N/A

Electrical Characteristics
- Nominal Velocity of Propagation: 70 (NVP %)
- Maximum Delay Skew: ≤ 45 (ns/100m)
- Maximum Conductor DC Resistance: Max. 9.38Ω/100m @ 20°C
- Maximum Operating Voltage - UL: N/A
- Maximum DCR Unbalanced: N/A
- Attenuation (Maximum)
  - 22.00dB/100m (328.1ft.) @ 100MHz
- 1.0 - 125MHz Impedance: 100Ω ± 15%
- NEXT (Minimum)
  - 35.3dB/100m (328.1ft.) @ 100MHz
- PS-NEXT (Minimum)
  - 32.3dB/100m (328.1ft.) @ 100MHz
- Return Loss (Minimum)
  - 20.1dB/100m (328.1ft.) @ 100MHz

Jacket Printing
CAT 5E POWER SUM CABLE (02-60879) CMP C (UL) US 25P 24 AWG – ETL VERIFIED TO ANSI / TIA – 568 – C . 2 CAT 5E ROHS

Sequential foot markers on jacket.

Optional Cat 5E Loaded Unshielded Patch Panels

High Density Patch Panels
- PP1-2027/24P
- PP1-2028/24H
- PP1-4988/48P

Standard Patch Panels
- PP1-297/12M
- PP1-298/12P
- PP1-299/24P
- PP1-300/48P
- PP1-302/96P
- ICMPP0245E
- ICMPP0485E

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Primus Cable believes this product to be in compliance with EU RoHS (Directive 2002/EC, 27 Jan. 2003). Material manufactured prior to the compliance date may be in stock at Primus Cable facilities and in our Distributor's inventory. The information provided in this Product Disclosure, and the identification of materials listed as reportable or restricted within the Product Disclosure, is correct to the best of Primus Cable's knowledge, information, and belief at the date any other operation of the product itself or the one that it becomes a part of. This Product Disclosure is not to be considered a warranty or quality specification and regulations based on their individual usage of the product.

Primus Cable declares this product to be in compliance with EU LVD (Low Voltage Directive 73/23/EEC), as amended by directive 93/68/EEC

PrimusCable.com - (951) 824-1571

RoHS

Rev. 02/10/15

Rise Broadband

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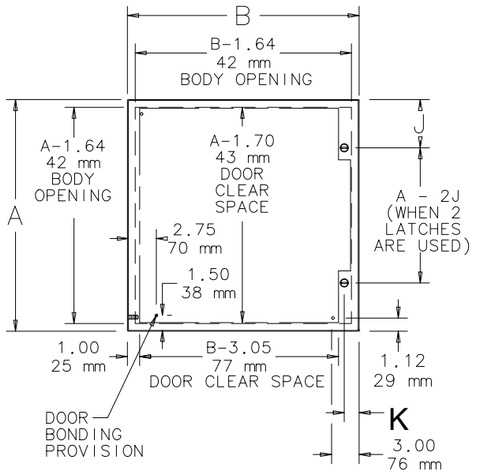
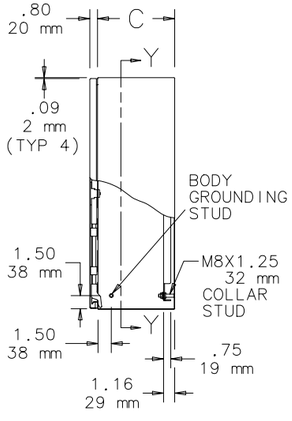
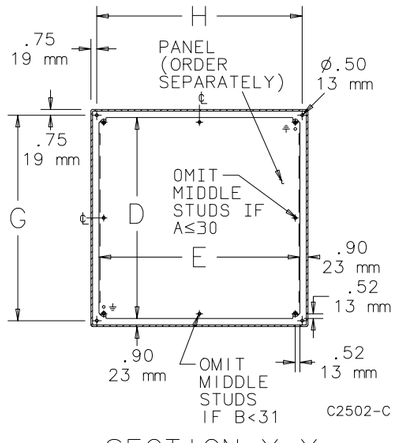
nVent | HOFFMAN







SECTION Y-Y
(WITH PANEL INSTALLED)

MANUFACTURER: NVENT HOFFMAN
MODEL: CSD242410
FINISH: ANSI 61 GRAY
DIMENSIONS: AxBxC: 24.00" x 24.00" x 10.00"
DxE: 22.20" x 22.20"
GxH: 22.50" x 22.50"
J: 05.00"
K: 01.45"

CSD242410 HOFFMAN BOX DETAILS | SCALE: N.T.S. | 2

DDB UNLIMITED®

OD-50DDXC

50" H x 42" D (26 RU*) Outdoor Enclosure

Click Here For More Information Online

9

* Front and Rear sets of rails allow some equipment to rack both directions providing up to 52 RU

General

Weight
- 178 Lbs. assembled
- 218 Lbs. shipping weight

Doors
- 2, secured by three point locking system
- Locks via customer supplied padlocks
- Sealed with .875" aluminum filled gaskets

Material
- .125" Alumiflex®
- Finish: Painted cream
- RF properties: Non-ferrous

Vents
- 30 bottom louvers per door
- 12 top louvers – In top cover, under Alumishield®
- One removable filter panel per door
- 12 fixed filter pads in top cover

Handles
- Stainless steel, padlocking

Racking Specifications

Rails
- Two set standard (for additional rails see accessories)
- Alodine coated
- Holes tapped for 10-32 threads
- Each rail supported by three R-STRUTS™
- .125" Material (Alumiflex®)

Spacing
- 19" or 23" Racking available

Useable Height
- Usable racking height has been revised to only fit in the opening of the door jam which is cabinet height minus 4.25"
- Maximum: 46.25"
- Number of rack units per rail set: 26 Total number RU's: Up to 52*

Useable Depth
- Maximum: 38.5" Minimum: 36.75"

Inside Clearance - Less Rails

Height
- 49.98"

Width
- 23.625"

Depth
- See racking specifications – Useable depth

Ratings

NEMA Class Types available
- NEMA 3R (Vented), NEMA 4 (closed loop-a/c) , NEMA 4X

Paint Tested
- 1000 Hour salt spray (textured)
- 1000 Hour immersion

Door Opening Clearance

Height
- 46"

Width
- 19.5"

Exterior Cabinet Dimensions

Main Body
- Height: 50.23"
- Width: 25.5"
- Depth: 42"

Alumishield®
- Width: 28.46"
- Hang down height: 1.75"
- Depth: 44.669"

Handles
- Protrude 1.875"

Total Space Occupied
- Width: 28.46"
- Height: 50.855"
- Depth: 45.75"

	*Section Starting & Ending Points	Vertical Height Per section	Effective Depth For Each Section
Top	46.75" – 50.23"	3.25"	38.50"
	46.57" – 46.75"	.18"	37.50"
	31.00"- 46.57"	15.57"	38.50"
Center	19.00"-31.00"	12.00"	36.75"
	3.43" – 19.00"	15.57"	38.50"
	3.25" – 3.43"	.18"	37.50"
Bottom	0.00" – 3.25"	3.25"	38.50"

CABINET DETAILS | SCALE: N.T.S. | 1

Rise Broadband

POWDER RIVER
Development Services, LLC

BUSINESS LICENSE #: C-3065

REVISIONS

REV	DATE	DESCRIPTION	INT
0	03/07/22	100% CONSTRUCTION	JDB
A	03/02/22	ISSUED FOR REVIEW 90%	JHT

REVIEWED BY: JAS

STATE OF TEXAS
ANTHONY THOMAS TOMBO III
129673
LICENSED
PROFESSIONAL ENGINEER

THESE PLANS AND SPECIFICATIONS, AS INSTRUMENTS OF SERVICE, ARE AND SHALL REMAIN THE PROPERTY OF POWDER RIVER DEVELOPMENT SERVICES, LLC WHETHER THE PROJECTS FOR WHICH THEY ARE MADE ARE EXECUTED OR NOT. THESE DRAWINGS AND SPECIFICATIONS SHALL NOT BE USED BY ANY PERSON OR ENTITY ON OTHER PROJECTS WITHOUT PRIOR WRITTEN CONSENT OF THE ENGINEER.

SITE INFORMATION:

SITE #: FY21-1163

5309 ERSKINE ST.
LUBBOCK, TX 79403
LUBBOCK COUNTY

SHEET TITLE:

EQUIPMENT DETAILS

SHEET NUMBER:

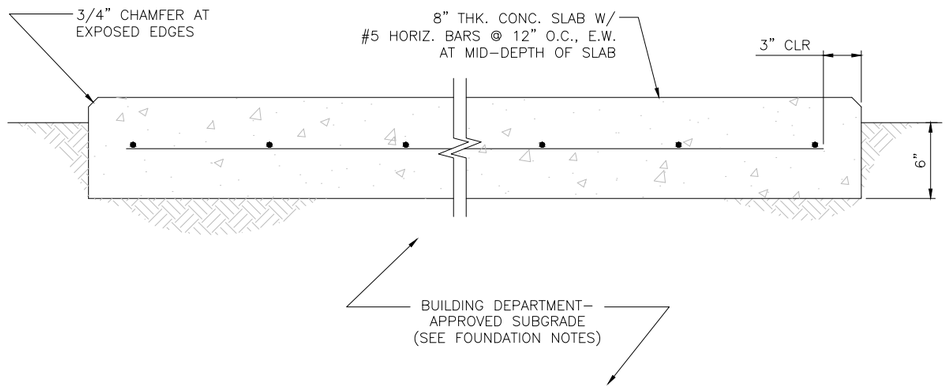
A-4.3

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

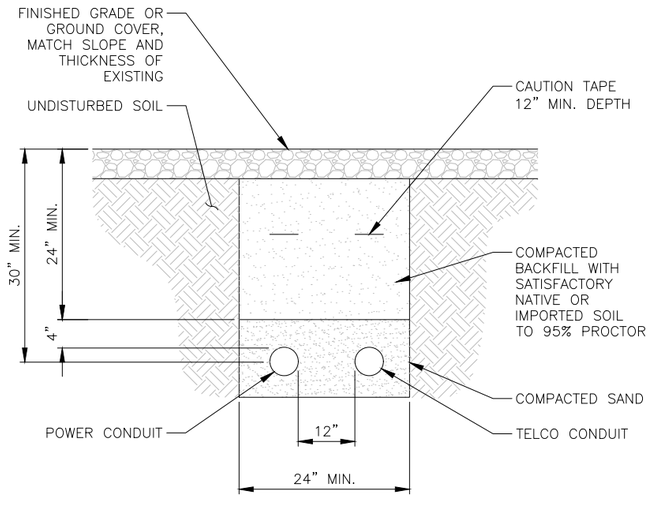
NOT USED | 4

NOT USED | 3

ALL EQUIPMENT AND COMPONENTS SHALL BE ANCHORED IN ACCORDANCE WITH ALL CURRENT BUILDING CODE REQUIREMENTS, AS APPLICABLE. ANCHOR DESIGN AND SPECIFICATION IS NOT INCLUDED AS PART OF THIS SCOPE, BUT SHALL BE PROVIDED PRIOR TO CONSTRUCTION, FOR ALL EQUIPMENT, MECHANICAL AND ELECTRICAL COMPONENTS THAT ARE SUPPORTED BY THIS SLAB FOUNDATION.



CONCRETE PAD DETAIL | SCALE: N.T.S. | 2



NOTES:

1. LEAN CONCRETE, RED-COLORED TOP, MAY BE USED IN PLACE OF COMPACTED SAND.
2. IF POWER AND TELCO ARE PLACED IN THE SAME TRENCH, PER NEC CODE, A MINIMUM OF 12" SEPARATION IS REQUIRED BETWEEN THE POWER AND FIBER CONDUIT.

CONDUIT TRENCH DETAIL | SCALE: N.T.S. | 1

Rise Broadband

POWDER RIVER
Development Services, LLC

BUSINESS LICENSE #: C-3065

REVISIONS

REV	DATE	DESCRIPTION	INT
0	03/07/22	100% CONSTRUCTION	JDB
A	03/02/22	ISSUED FOR REVIEW 90%	JHT

REVIEWED BY: JAS

STATE OF TEXAS
ANTHONY THOMAS TOMBO III
129673
LICENSED PROFESSIONAL ENGINEER

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SITE INFORMATION:

SITE #: FY21-1163

5309 ERSKINE ST.
LUBBOCK, TX 79403
LUBBOCK COUNTY

SHEET TITLE:

EQUIPMENT DETAILS

SHEET NUMBER:

A-4.4

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BC-35-14

Pipe-to-Pipe Clamp, heavy duty, joins two 2-3/8 in to 5 in OD

Product Classification

Product Type	Clamp set

General Specifications

Mounting	Pipe-to-pipe
Tower Taper	Tapered

Dimensions

Height	50.8 mm | 2 in
Width	203.2 mm | 8 in
Length	355.6 mm | 14 in
Mounting Diameter, maximum	127 mm | 5 in
Mounting Diameter, minimum	60.96 mm | 2.4 in

Material Specifications

Material Type	Hot dip galvanized steel

Packaging and Weights

Included	Clamp halves | Threaded rod
Packaging quantity	2
Weight, net	12.3 kg | 27.117 lb

Regulatory Compliance/Certifications

Agency	Classification
ISO 9001:2015	Designed, manufactured and/or distributed under this quality management system

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COMMSCOPE®

NOT USED | 2 | PIPE TO PIPE MOUNT DETAILS | SCALE: N.T.S. | 1

Rise Broadband

POWDER RIVER
Development Services, LLC

BUSINESS LICENSE #: C-3065

REVISIONS

REV	DATE	DESCRIPTION	INT
0	03/07/22	100% CONSTRUCTION	JDB
A	03/02/22	ISSUED FOR REVIEW 90%	JHT

REVIEWED BY: JAS

STATE OF TEXAS
ANTHONY THOMAS TOMBO III
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SITE INFORMATION:

SITE #: FY21-1163

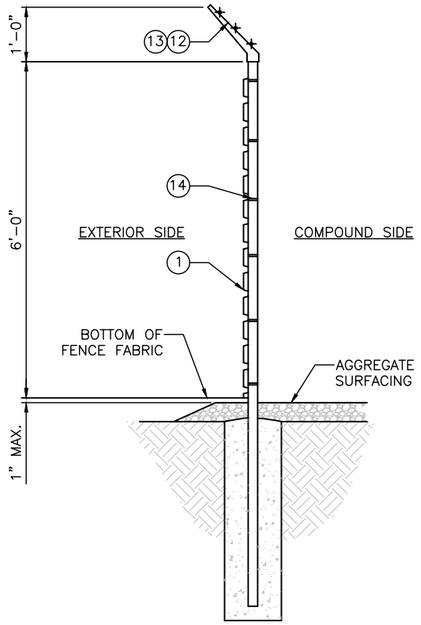
5309 ERSKINE ST.
LUBBOCK, TX 79403
LUBBOCK COUNTY

SHEET TITLE:

EQUIPMENT DETAILS

SHEET NUMBER:

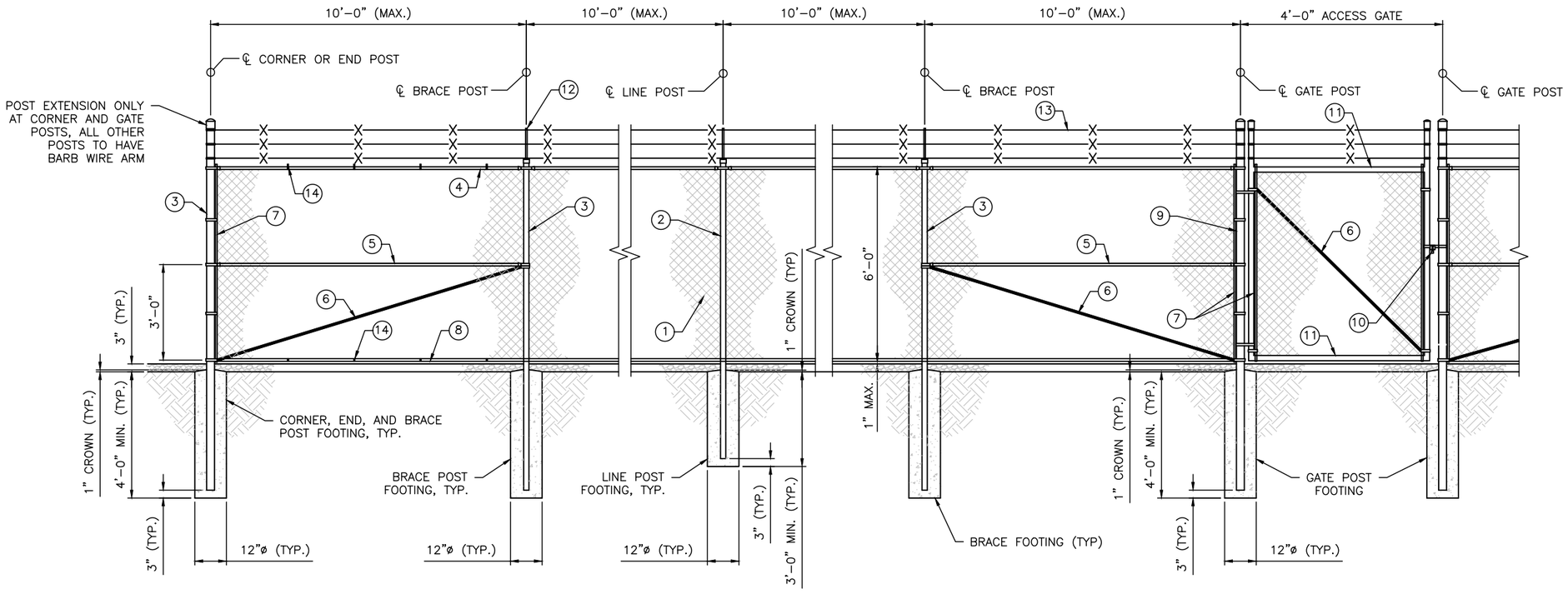
A-4.5



CHAIN LINK FENCE SECTION | SCALE: N.T.S. | 3

1. CHAIN LINK RESIDENTIAL FABRIC: 11–1/2 GAUGE, 2–1/4" MESH; GALVANIZED ASTM–A392, CLASS 2; TWISTED SELVAGE ON TOP, KNUCKLED ON BOTTOM.
2. LINE POSTS: PIPE 2 STD.
3. CORNER, END AND BRACE POSTS: PIPE 3 STD.
4. TOP RAIL: PIPE 1–1/2 STD.
5. BRACE RAIL: PIPE 1–1/2 STD.
6. DIAGONAL TRUSS ROD: 3/8" GALVANIZED ROD WITH TURNBUCKLE.
7. TENSION BAR: 3/16" X 3/4" GALVANIZED FLAT BAR.
8. BOTTOM TENSION WIRE: GALVANIZED OR ALUMINUM COATED COIL SPRING WIRE, 7 GAUGE.
9. GATE POSTS: PIPE 3 STD.
10. COMBINATION PADLOCK ACCORDING TO CARRIER REQUIREMENTS.
11. GATE FRAMES: PIPE 1–1/2 STD.
12. BARBED WIRE SUPPORT ARM: SINGLE ARM TYPE (GALVANIZED). ARM SHALL BE INCLINED OUTWARD AT AN ANGLE OF 45 DEGREES.
13. BARBED WIRE: GALVANIZED, ASTM A121 CLASS 3; THREE 14 GAUGE MINIMUM STEEL WIRES WITH 4 POINT ROUND 14 GAUGE BARBS SPACED 4" APART.
14. FABRIC TIES: ALUMINUM BANDS OR WIRES. FABRIC SHALL BE ATTACHED TO THE TOP RAIL AND BOTTOM TENSION WIRE AT 24" CENTERS AND TO THE POSTS AT 15" CENTERS, ALL ON THE COMPOUND SIDE OF THE FENCE.
15. MISCELLANEOUS:
   - A. RAIL COUPLINGS: SLEEVE TYPE, 6" LONG EXPANSION SPRING EVERY FIFTH COUPLING.
   - B. POST TOPS: PRESSED STEEL, MALLEABLE IRON WITH PRESSED STEEL EXTENSION ARM, OR ONE–PIECE ALUMINUM CASTING; WITH HOLE FOR TOP, ALL DESIGNED TO FIT OVER THE OUTSIDE OF THE POSTS AND TO PREVENT ENTRY OF MOISTURE INTO TUBULAR POSTS.
   - C. LATCHES SHALL BE FORKED TYPE AND SHALL BE ARRANGED FOR PADLOCKING WITH THE PADLOCK ACCESSIBLE FROM BOTH SIDES OF THE GATE.
   - D. KEEPERS SHALL CONSIST OF MECHANICAL DEVICES FOR SECURING AND SUPPORTING THE FREE END OF THE GATES WHEN IN THE FULL OPEN POSITION. KEEPERS SHALL BE MOUNTED ON 2–7/8" O.D. PIPE POSTS FILLED WITH CONCRETE AND SET IN CONCRETE FOUNDATIONS.
   - E. INSTALL FENCING PER ASTM–F567.
   - F. INSTALL SWING GATES PER ASTM–F900.
   - G. LOCAL ORDINANCE OF BARBED WIRE PERMIT REQUIREMENT SHALL BE COMPLETED IF REQUIRED.
   - H. USE GALVANIZED HIG–RING WIRE TO MOUNT ALL SIGNS.
   - I. ALL SIGNS MUST BE MOUNTED ON INSIDE OF FENCE.
   - J. ALL POSTS SHALL HAVE "MUSHROOM" SLEEVE EMBEDDED IN CONCRETE.
   - K. ALL COMPONENTS TO BE HOT–DIPPED GALVANIZED, U.N.O.

FENCE NOTES | 2



CHAIN LINK FENCE ELEVATION | SCALE: N.T.S. | 1

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Rise Broadband

POWDER RIVER
Development Services, LLC

BUSINESS LICENSE #: C–3065

REVISIONS

REV	DATE	DESCRIPTION	INT
0	03/07/22	100% CONSTRUCTION	JDB
A	03/02/22	ISSUED FOR REVIEW 90%	JHT

REVIEWED BY: JAS

STATE OF TEXAS
ANTHONY THOMAS TOMBO III
129673
LICENSED
PROFESSIONAL ENGINEER

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SITE INFORMATION:

SITE #: FY21-1163

5309 ERSKINE ST.
LUBBOCK, TX 79403
LUBBOCK COUNTY

SHEET TITLE:

EQUIPMENT DETAILS

SHEET NUMBER:

A-4.6

TOWER INVENTORY - CITY OF LUBBOCK
RISE BROADBAND
JULY 26, 2022

Site	Location	Address	Height	Design
N/A	N/A	N/A	N/A	N/A

Note: Applicant does not own any towers in the City of Lubbock.

AI# 11008
Regular City Council Meeting
10/11/2022:

6. 23.

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 3): Consider Ordinance No. 2022-O0148, for Zone Case 1424-A, a request of Chloe Williams for Brad and Stephen Linneman, for a zone change from Apartment-Medical District (AM) to Commercial District (C-4) at 3804 21st Street, Suite C, located north of 21st Street and east of Miami Avenue, Reeder Addition, Block 2, Lot 5.

Item Summary

On September 27, 2022, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on September 1, 2022, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 1424-A
Staff Report 1424-A
Documentation 1424-A

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 1424-A; A ZONING CHANGE FROM AM TO C-4 ZONING DISTRICT AT 3804 21ST STREET, SUITE C, LOCATED NORTH OF 21ST STREET AND EAST OF MIAMI AVENUE, REEDER ADDITION, BLOCK 2, LOT 5, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 1424-A

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **AM** to **C-4** zoning district at **3804 21st Street, Suite C, located north of 21st Street and east of Miami Avenue, Reeder Addition, Block 2, Lot 5,** City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 3. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 4. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC1424-A
September 1, 222

Planning Department
City of Lubbock

Staff Report	Zone Case 1424-A
City Council Meeting	September 27, 2022

Applicant Chloe Williams

Property Owner Plains Realty Investments, LLC

Council District 3

Recommendations

- Staff recommends Approval of this request.

Prior Board or Council Action

- December 15, 1949, Ordinance No. 951: The subject property was annexed into the city limits and zoned One Family District (A).
- January 22, 1953, Zone Case 397, Ordinance No. 1324: The subject property was rezoned from District A to One and Two-Family District (B).
- April 6, 1955, Ordinance 1695: The zoning of the property was converted from District B to Two-Family District (R-2).
- August 11, 1966, Zone Case 1424, Ordinance No. 5067: The subject property was rezoned from R-2 to Apartment-Medical District (AM).
- September 1, 2022, Zone Case 1424-A: The Planning and Zoning Commission recommended approval for a zone change from AM to Commercial District (C-4) limited to Suite C and 1300 square feet of gross floor area by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 19
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The subject property was platted as Reeder Subdivision, Block 2, Lot 5 in 1947 and is currently developed with a medical office, constructed in 1983.

Adjacent Property Development

This property is surrounded by medical offices and vacant subdivided land, all zoned Apartment-Medical District (AM).

Zoning Request and Analysis

Item Summary

The subject property is addressed as 3804 21st Street, Suite C, located north of 21st Street and east of Miami Avenue. The applicant requests a zone change from Apartment-Medical District (AM) to Commercial District (C-4) in order to operate a medical tattooing studio.

Current zoning: **Apartment-Medical District (AM)**

Requested zoning: **Commercial District (C-4)**

Intent Statements

The intent of the current AM zoning is "to provide for quality medical and related development through proper planning and design. The regulations are intended to produce an attractive environment which will ensure the compatibility between medical and other uses; encourage and protect future development; provide modern facilities for the public; provide proper accessory uses; and promote, stabilize, and enhance the city as a medical center. When proposed development in this district is adjacent to any residentially zoned property, the proposed development shall be designed to provide for maximum compatibility with the adjacent development. Architectural design, landscaping, screening, and parking areas shall be properly provided to ensure maximum protection of the adjacent uses."

The intent of the proposed C-4 zoning is "to provide for heavy retail and wholesale commercial uses which serve a city-wide or regional area. Such districts should have frontage on regional thoroughfares such as state or federal highways. Because of the heavy commercial nature of the permitted uses, compatibility with adjacent residential areas should be carefully considered."

Traffic Network/Infrastructure Impacts
The property is located north of 21st Street, which is designated as a Local Street, and west of Memphis Avenue, which is designated as a Collector by the Master Thoroughfare Plan, 2018. Local Streets provide access to smaller, destination-oriented areas such as neighborhoods, subdivisions, or local business districts. Collectors are designed for medium volumes of vehicles operating at lower speeds.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and will not change the character of the existing development. The integration of a medical tattooing studio will fit well with the surrounding medical uses in the neighborhood.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for offices. Although the medical tattooing studio does not comply with this designation, the proposed use would be appropriate in this location.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the Zoning Ordinance and will be appropriate at the proposed location.

Suitability of Property for Allowed Uses
The property is suitable for the proposed district, and should not require additional improvements.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Aerial Map
D. Zoning Map
E. Future Land Use Map
F. Photos
G. Application and Supporting Documentation

Staff Contacts

Aslyn Henry
Planner
Planning Department
806-775-2021
ahenry@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 1424-A

Allowable Uses: Commercial District (C-4)

Transportation: The proposed development has points of access from 21st Street and Miami Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
21st Street *Local Street*	R.O.W. 50 feet, two-lane, undivided, paved	R.O.W. 50 feet, two-lane, undivided, paved
Miami Avenue *Local Street*	R.O.W. 50 feet, two-lane, undivided, paved	R.O.W. 50 feet, two-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

District 3

5.5 **Zone Case 1424-A:** Chloe Williams for Brad and Stephen Linneman, request for a zone change from Apartment-Medical District (AM) to Commercial District (C-4) at:

- 3804 21st Street, Suite C, located north of 21st Street and east of Miami Avenue, Reeder Addition, Block 2, Lot 5.

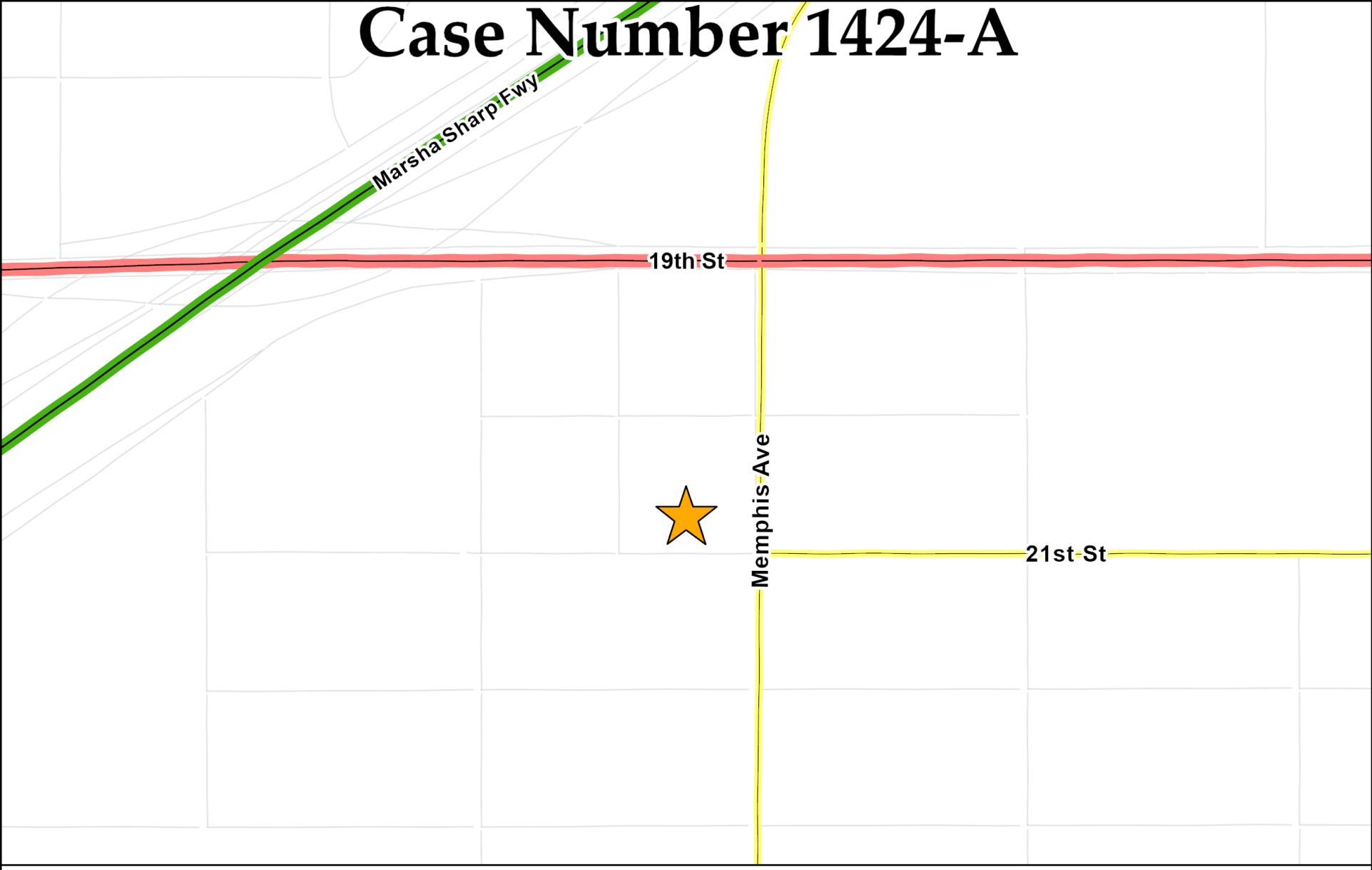
PLANNER ASLYN HENRY stated there were nineteen (19) notifications sent out with one (1) returned in favor. Staff shared the location of the property including pictures and maps, discussing the surrounding properties. Staff recommends approval of the request.

APPLICANT CHLOE WILLIAMS Sublime Skin 3804 21st Street Suite C, gave a description of the services that are provided at the salon. Ms. Williams explained they need C-4 zoning to offer permanent cosmetic tattooing. Stacy Butts, the cosmetic tattoo artist, will first offer intradermal tattooing, such as eyebrows, eyeliner, and lips. Later on, she would like to offer paramedical tattooing, such as tattooing areola on patients that have experienced breast cancer and have had a mastectomy, or a patient born with a cleft lip that has undergone correction surgery and they can add color and shape to the lip. Ms. Butt works 8 am to 5 pm for Covenant Health Partners and they are in support of her on this venture to provide these types of services. Ms. Butts is licensed by the Department of Health for the services she will be providing.

No one spoke in opposition or in favor of the request.

In the matter of **Zone Case 1424-A**, a motion was made by **JORDAN WHEATLEY** and seconded by **BRANDON HARDAWAY** to approve the request with the conditions that it be limited to Suite C and 1300 square feet, and the Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Case Number 1424-A

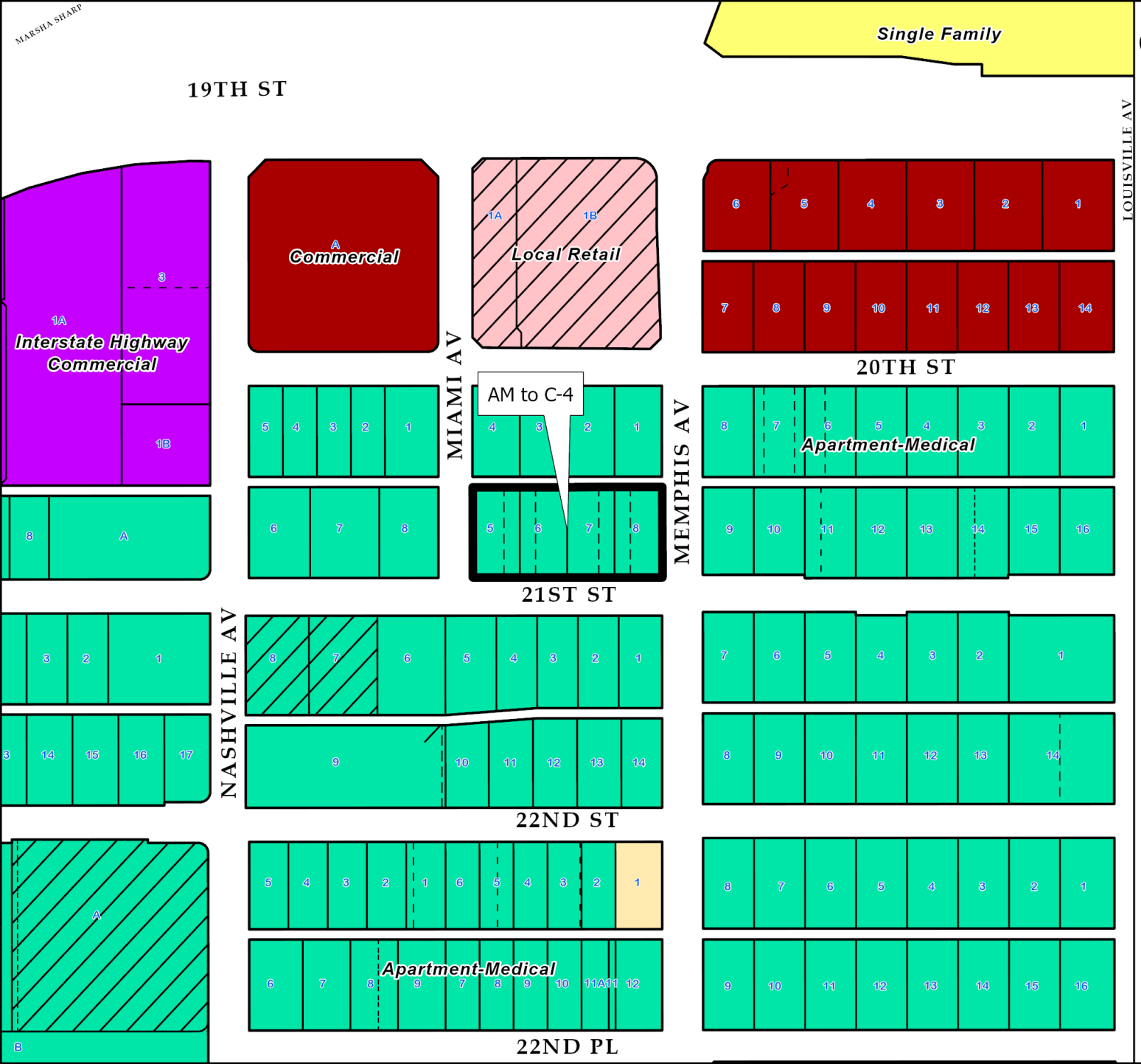


Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: August 2022

Case Number 1424-A



Current Zoning

1424-A

Zoning Districts

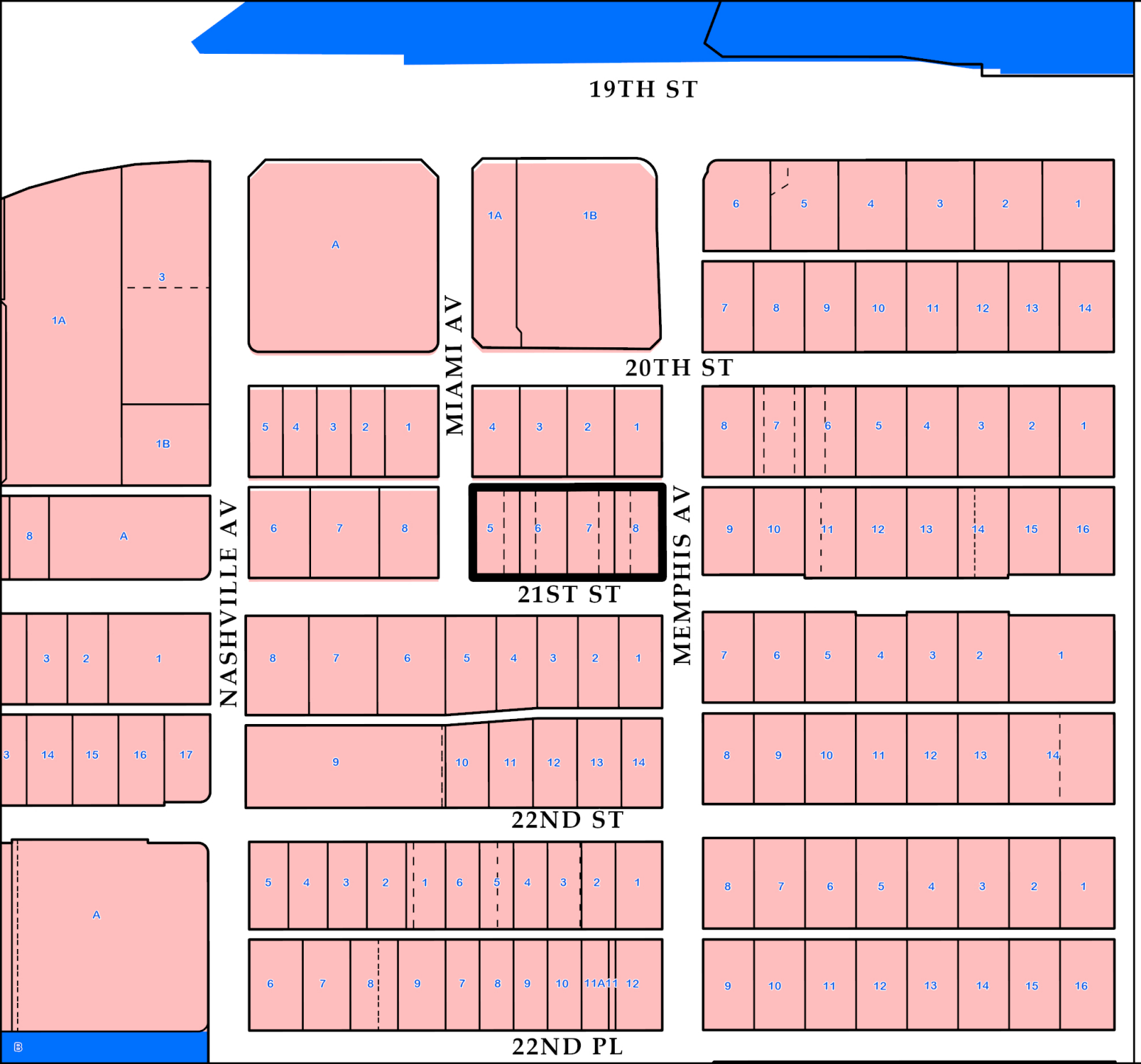
- Apartment-Medical
- Apartment-Medical Specific Use
- Restricted Local Retail
- Local Retail Specific Use
- Commercial
- Interstate Highway Commercial
- Single Family

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: August 2022



Future Land Use Plan
Case 1424-A

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: August 2022

West View—Subject Property.

North View.

South View.

East View.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 3804 21st Street STE C Lubbock, TX 79410

Lots/Tracts: Lot 5-8, Unit 4, Bld A, Block 2, Reeder

Survey & Abstract: _____

Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: < 1

Existing Land Use: medical office Existing Zoning: AM

Requested Zoning: C-4 Specific Use - Tattoo STE C

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: _____

Name: Chloe Williams

Address: 4415 58th Street City: Lubbock, TX State: TX

ZIP Code: 79414 Telephone: (575) 408-2140 Email: chloemariewilliams@yahoo.com

Applicant's Signature: Chloe Williams

Date: 8/1/2022 Printed Name: Chloe Williams

Owner Information

Firm Name: Plains Realty Investments, LLC

Owner: Dustin Jones

Address: 6824 Wayne Ave, Ste 3 City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806 535 4278 Email: dustin@dustinjonesrealty.com

Property Owner's Signature: DJ

Date: 8/4/22 Printed Name: Dustin Jones

Preparer Information

Preparer's Signature: Chloe Williams

Date: 8/1/2022 Printed Name: Chloe Williams

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____

Request for zoning change from: _____ To: _____

Lots: _____ Blocks: _____

Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

AI# 11011
Regular City Council Meeting
10/11/2022:

6. 24.

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 4): Consider Ordinance No. 2022-O0152, for Zone Case 1131-P, a request of JCW Development, LLC for various applicants, for a Specific Use for Blood Banks & Blood Plasma Centers on property zoned General Retail District (C-3) at 5047 Indiana Avenue, located south of 50th Street and east of Indiana Avenue, Monterey Center Addition, Tract C.

Item Summary

On September 27, 2022, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on September 1, 2022, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 1131-P
Staff Report 1131-P
Documentation 1131-P

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 1131-P; A ZONING CHANGE FROM C-3 TO C-3 SPECIFIC USE FOR BLOOD BANK AND BLOOD PLASMA CENTERS, AT 5047 INDIANA AVENUE, LOCATED SOUTH OF 50TH STREET AND EAST OF INDIANA AVENUE, MONTEREY CENTER ADDITION, TRACT C, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 1131-P

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-3** to **C-3 Specific Use** for **Blood Bank and Blood Plasma Centers** zoning district at **5047 Indiana Avenue, located south of 50th Street and east of Indiana Avenue, Monterey Center Addition, Tract C,** City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended,

including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **C-3** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **5047 Indiana Avenue, located south of 50th Street and east of Indiana Avenue, Monterey Center Addition, Tract C**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

vw/CityAtt/Kelli/Zones/ZC1131-P
September 1, 2022

Planning Department
City of Lubbock

Staff Report	Zone Case 1131-P
City Council Meeting	September 27, 2022

Applicant JCW Development, LLC

Property Owner Various

Council District 4

Recommendations

- Staff recommends Approval of this request.

Prior Board or Council Action

- February 26, 1953 Ordinance No. 1316: The subject property was annexed into city limits and zoned One Family District (A).
- November 22, 1955, Zone Case 0540, Ordinance No. 1683: The zoning was amended from District A to Single Family District (R-1).
- September 26, 1963, Zone Case 1112, Ordinance No. 4172-1963: The subject property was rezoned from R-1 to Multifamily (R-3).
- March 9, 1967, Zone Case 1131-A, Ordinance No. 5205: The subject property was rezoned from R-1 and R-3 to General Retail District (C-3).
- September 1, 2022, Zone Case 1131-P: The Planning and Zoning Commission recommended approval for a Specific Use for Blood Banks & Blood Plasma Centers by a vote of 8-0-0

Notification Summary

- Notifications Sent: 17
- Received In Favor: 1
- Received In Opposition: 4 (2 outside the notification boundary)

Site Conditions and History

The subject property was platted as Monterey Center Addition, Tract C in 1970. The southwest portion of the existing commercial structure on the balance of the Original Tract C remains vacant.

Adjacent Property Development

To the east and west are commercial businesses zoned General Retail District (C-3), to the north is a High School zoned Single Family-District (R-1) and to the south are single-family residences zoned Single-Family District (R-1).

Zoning Request and Analysis

Item Summary

The subject property is addressed as 5047 Indiana Avenue, south of 50th Street and east of Indiana Avenue. The applicant is requesting a Specific Use for a Blood bank & Blood Plasma Center on property zoned C-3.

Current zoning: **General Retail District (C-3)**

Requested zoning: **Specific Use for Blood Banks & Blood Plasma Centers**

Intent Statements

The intent of the current C-3 zoning is "…to provide for general commercial uses which are medium activity centers in terms of generated traffic. Such districts should be adjacent to local or regional thoroughfares such as state or federal highways. Because of the commercial nature of the permitted uses, compatibility with adjacent residential areas should be considered. "

The intent of the proposed Specific Use is"… To provide for design and land use flexibility in the various districts. This district provides for variations in the land use standards within the [zoning] ordinance, provided the intent, principles, and innovations of modern urban planning and design are used."

Traffic Network/Infrastructure Impacts
The property is located south of 50th Street and east of Indiana Avenue, which are both designated as Principal Arterials. Arterials are continuous routes whose function is to serve high volume needs of local and regional traffic.

Compatibility with Surrounding Property
The proposed Specific Use is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Zoning Ordinance
The proposed Specific Use is in conformance with the zoning ordinance and appropriate on property zoned C-3.

Suitability of Property for Allowed Uses
The property is suitable for the proposed uses and should not require additional public improvements.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Photos
G. Application and Supporting Documentation
H. Notification Responses

Staff Contacts

Cassie Bermea
Planner
Planning Department
806-775-2096
cassiebermea@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 1131-P

Allowable Uses: General Retail District (C-3) and Specific Use

Transportation: The proposed development has a point of access from Indiana Avenue and 50th Street

Thoroughfare	Existing	Per Thoroughfare Development Plan
Indiana Avenue *Principal Arterial (Completed)*	R.O.W. 92 feet, seven-lane, undivided, paved	R.O.W. 110 feet, seven-lane, undivided, paved
50th Street *Principal Arterial (Completed)*	R.O.W. 106 feet, seven-lane, undivided, unpaved	R.O.W. 110 feet, seven-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

District 4

5.8 **Zone Case 1131-P:** JCW Development, LLC for various applicants, request for a Specific Use for Blood Banks & Blood Plasma Centers on property zoned General Retail District (C-3) at:

- 5047 Indiana Avenue, located south of 50th Street and east of Indiana Avenue, Monterey Center Addition, Tract C.

PLANNER CASSIE BERMEA stated there were seventeen (17) notifications sent out with four (4) returned in opposition, two of which were outside the notification boundary. Staff shared the location of the property including pictures and maps, discussing the surrounding properties. Staff recommends approval of the request.

APPLICANT LAURA PRATT 1602 13th Street attorney at Brady & Hamilton representing JCW LLC. Biolife wants to develop the southwest corner of the building to open a blood plasma center. She gave a detailed presentation about the JCW Company and the Biolife operation.

REPRESENTATIVE JEFF TARRIS 100 Tower Road Beaver Dam, WI, JCW Development discussed the sewer issue at the property. The landlord advised there was a burned-out lift station that has since been replaced. There would be some updates to the sewer system to handle the Biolife location.

OPPOSITION DENNIS REEVES 3301 53rd Street is concerned about traffic on Indiana Avenue. Traffic has already increased since Market Street was constructed. He has safety concerns, specifically regarding the clientele of the business. This is not a good location for this type of business and he is concerned about two businesses facing Indiana Avenue.

OPPOSITION WAYNE MC NEIL 3302 53rd Street stated this business is directly across the alley from his home. He is concerned about the sewer issue and what could be in the sewer line, leaking into the alley. He shared pictures of clients outside the plasma center on 34th Street. He visited that plasma center and they require the same type of documents presented by the applicant. There are already makeshift homes in his alley. You cannot diagnose HIV, Hepatitis C or any other type of infectious disease from a physical examination. Almost all the neighborhood has shown up tonight in opposition. He would like to see this business in a commercial location.

OPPOSITION MARIA BILLINGSLEY 4403 53rd Street moved here to take care of her father-in-law. It is a great neighborhood. It is easy to make a fake ID and she has lost family members from drug use. She is concerned this business will attract drug users that need quick money to buy drugs. She has already seen several accidents at that intersection and is concerned about the increase in traffic.

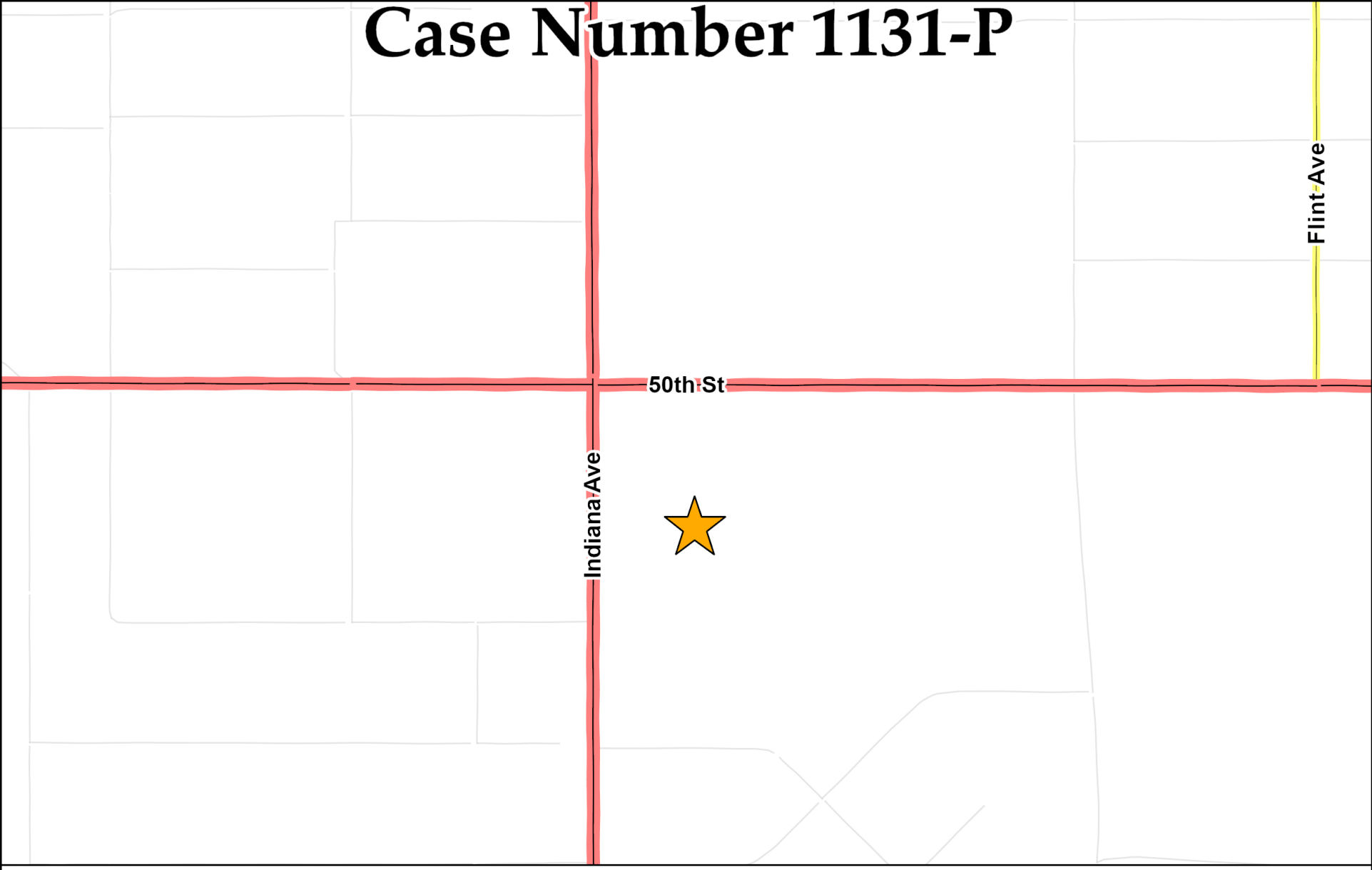
OPPOSITION CONNER CHANDLER 3306 53rd Street is mostly concerned about the increase in crime a business like this would bring to his neighborhood. His backyard faces the rear of this business.

FAVOR LUKE LENS 2812 Royal Acres Denton, Texas with BioLife explained the testing that must be done before the supplies collected could be used. The location has been chosen so they are in the public view. They will take the upmost care of their property.

BOARD MEMBERS had conversation among themselves and the applicant. Members asked about lighting. The applicant stated that there is will be lights added to the building. The applicant will be addressing the issues of the sewer. The board feels like traffic will not be adding to the traffic in the area already. Most of the board feels like this business would be good for the neighborhood.

In the matter of **Zone Case 1131-P**, a motion was made by **BRANDON HARDAWAY** and seconded by **JAMES BELL** to approve the request and the Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. Item will be forwarded to City Council for consideration.

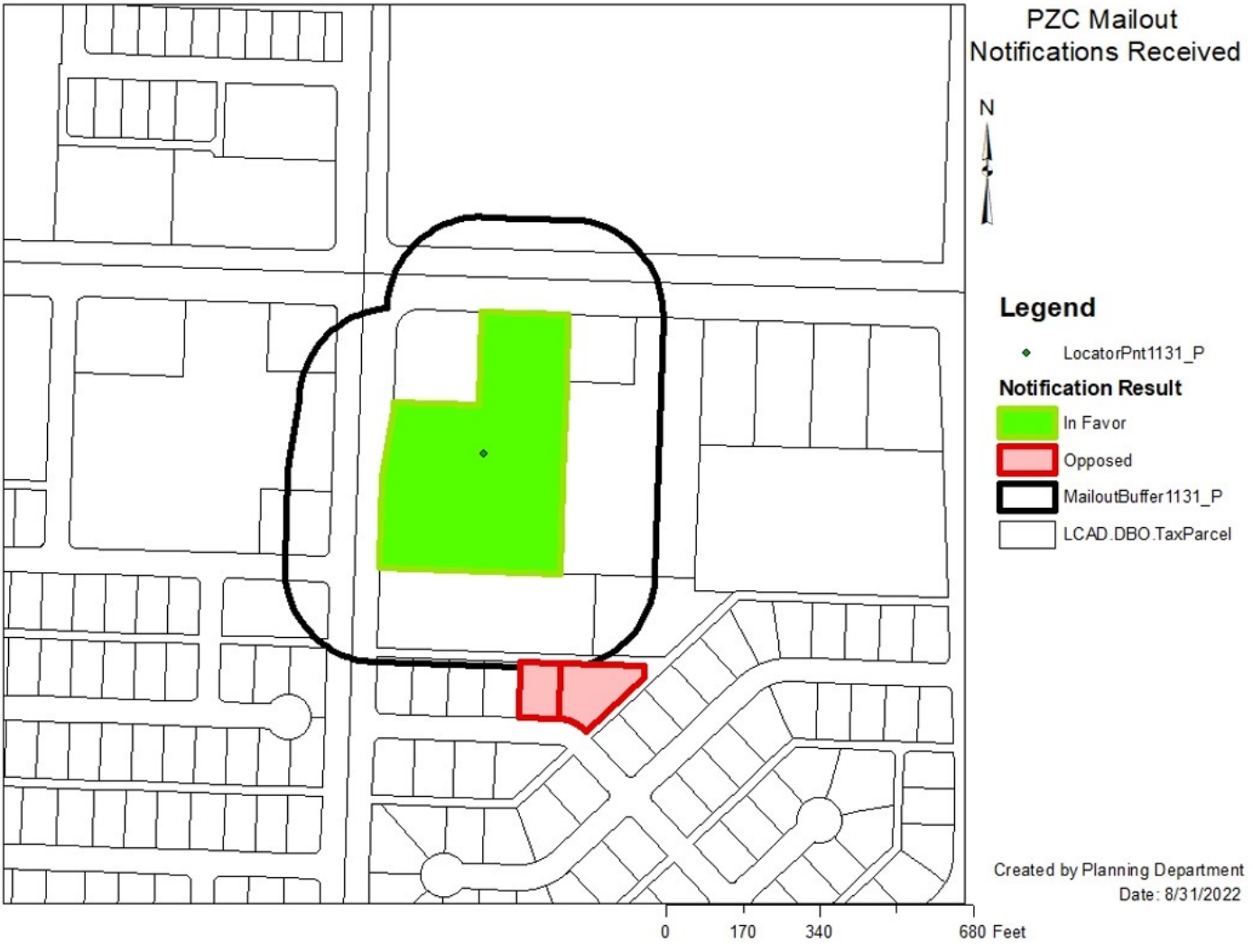
Case Number 1131-P



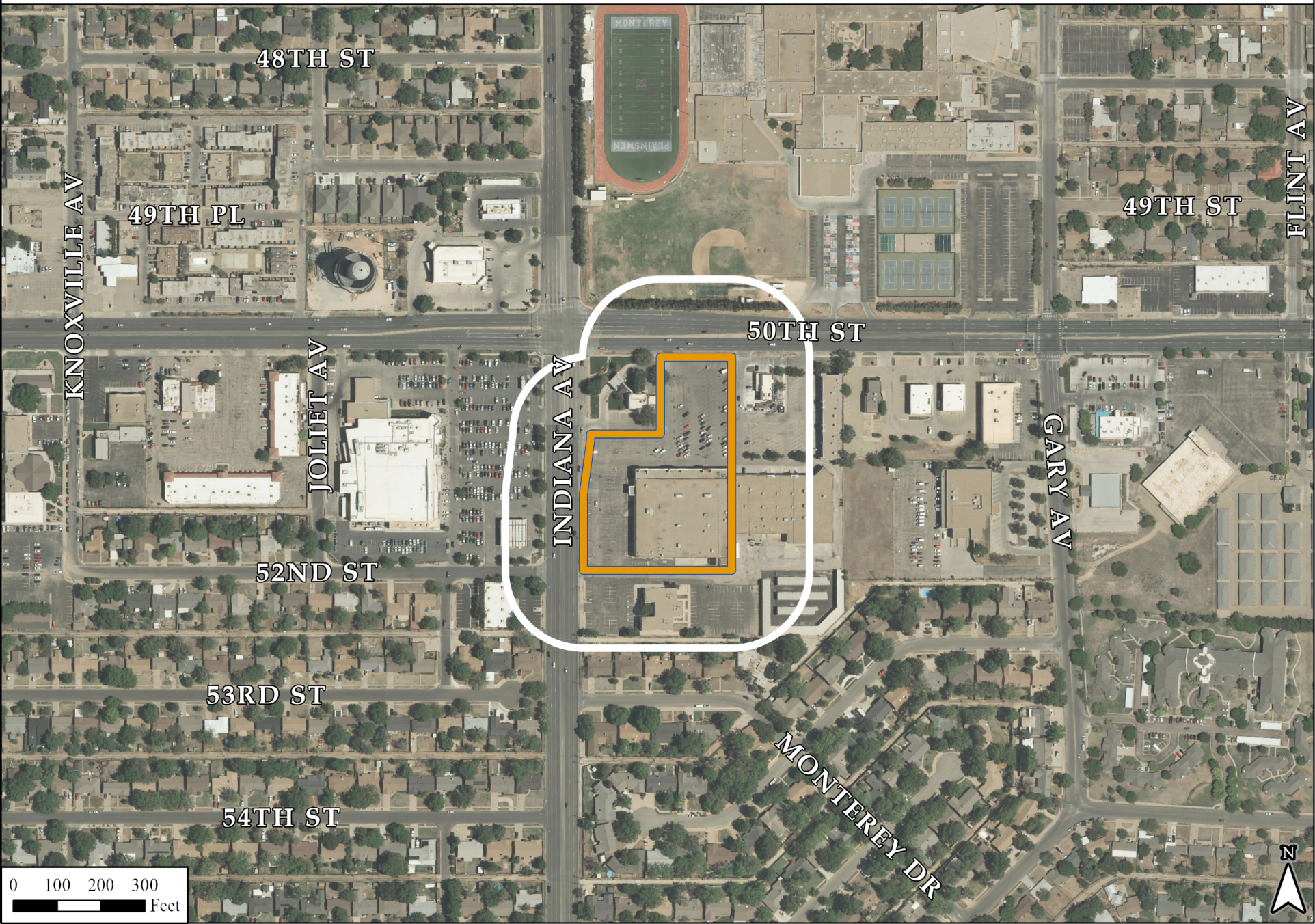
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

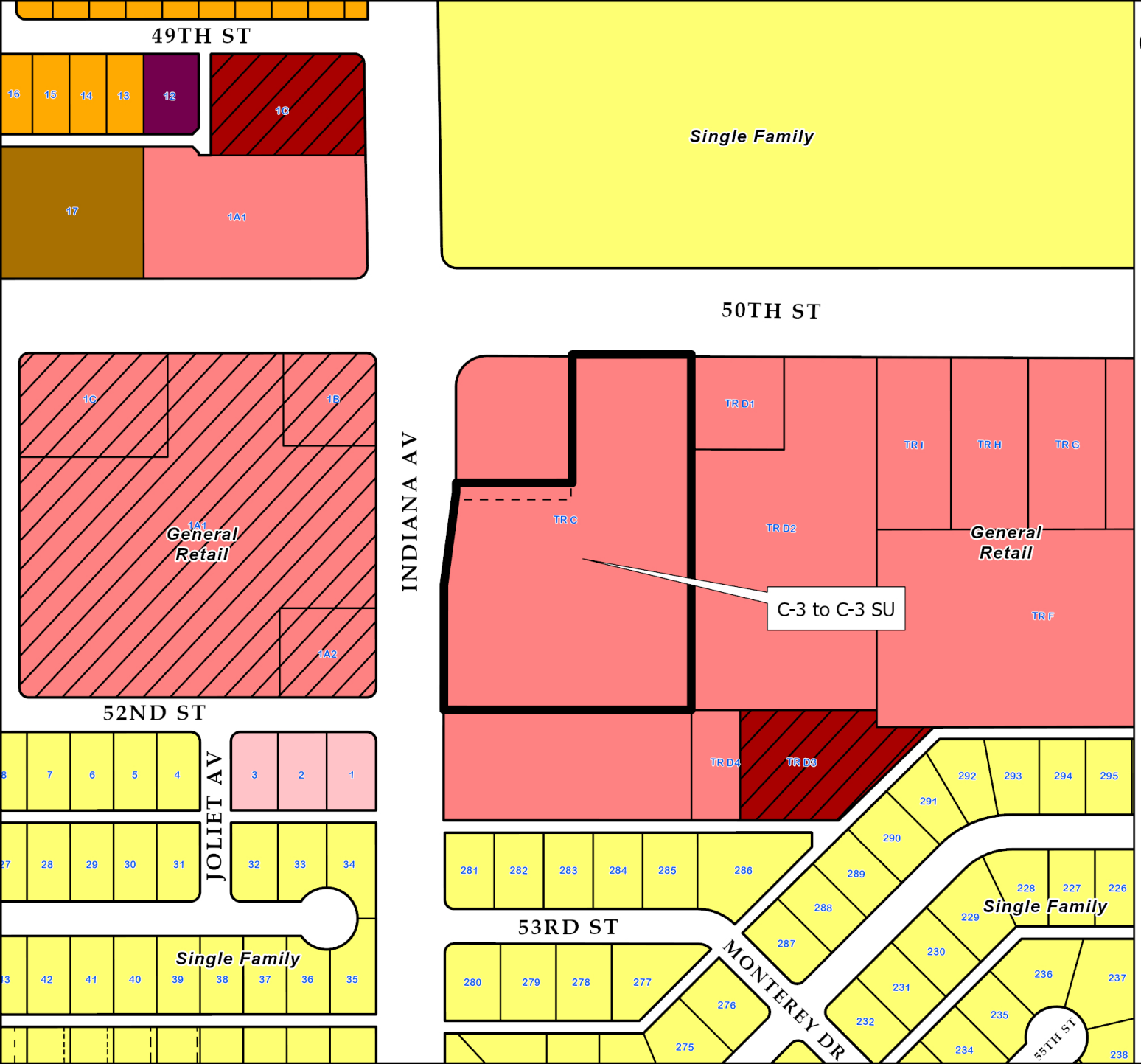
N
W E
S

Date Exported: August 2022


PZC Mailout
Notifications Received
N
Legend
LocatorPnt1131_P
Notification Result
In Favor
Opposed
MailoutBuffer1131_P
LCAD.DBO.TaxParcel
Created by Planning Department
Date: 8/31/2022
0
170
340
680 Feet

Case Number 1131-P





Current Zoning
1131-P
Zoning Districts

- Local Retail
- General Retail
- General Retail Specific Use
- Commercial Specific Use
- Commercial-Apartment
- Single Family
- Two Family
- Multi-Family

N

0 100 200 300 Feet

City of Lubbock TEXAS

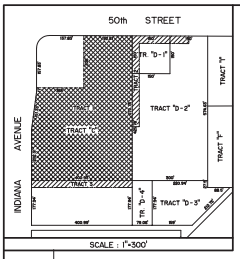
Date Exported: August 2022

West View.

East View.

North View.

South View.



LAND TITLE SURVEY

PERIMETER AND IMPROVEMENT SURVEY
OF A PORTION OF TRACT "C"

MONTEREY CENTER ADDITION

TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS
ACCORDING TO THE MAP, PLAT AND/OR DEDICATION
DEED THEREOF RECORDED IN VOLUME 1240, PAGE 413,
DEED RECORDS OF LUBBOCK COUNTY, TEXAS

50th STREET

INDIANA AVENUE

POINT OF BEGINNING "TRACT 1"
FOUND 5/8" REBAR BEARING THE SOUTHEAST CORNER OF TRACT "C" BEARS S. 89°46'50" E. 1,000.00' AND THE SOUTHWEST CORNER OF SECTION 7, BLOCK E-2 BEARS S. 00°01'10" W. 2,100.00'

POINT OF BEGINNING "TRACT 2"
FOUND 5/8" REBAR BEARING N. 89°46'50" W. 1,000.00' AND N. 00°01'10" E. 2,100.00' FROM THE SOUTHWEST CORNER OF SECTION 7, BLOCK E-2

POINT OF BEGINNING "TRACT 3"
FOUND 5/8" REBAR BEARING N. 89°46'50" W. 1,000.00' AND N. 00°01'10" E. 2,100.00' FROM THE SOUTHWEST CORNER OF SECTION 7, BLOCK E-2

TRACT 1
A 4.272 ACRE PORTION OF TRACT "C"

TRACT 2
A 0.700 ACRE PORTION OF TRACT "C"

TRACT 3
A 0.700 ACRE PORTION OF TRACT "C"

A PORTION OF TRACT "C"
MONTEREY CENTER ADDITION
Plat Recorded Vol. 1240, Pg 413
Owner : City Bank
Vol. 3266, Pg. 249

TRACT "D-1"
MONTEREY CENTER ADDITION
Plat Recorded Vol. 2586, Pg 25
Owner : AS Spinoso Clampers
Vol. 6240, Pg. 817

TRACT "D-2"
MONTEREY CENTER ADDITION
Plat Recorded Vol. 2586, Pg 25
Owner : Lubbock Tract Inc.
Vol. 6240, Pg. 817

TRACT "D-3"
MONTEREY CENTER ADDITION
Plat Recorded Vol. 2586, Pg 25
Owner : Lubbock Tract Inc.
Vol. 6240, Pg. 817

TRACT "D-4"
MONTEREY CENTER ADDITION
Plat Recorded Vol. 2586, Pg 25

A PORTION OF TRACT "C"
MONTEREY CENTER ADDITION
Plat Recorded Vol. 1240, Pg 413
Owner : Estates Trust Inc.
Vol. 63382, Pg. 93

2 - STORY
CONC. & BRICK
BUILDING
61,755 SQ. FT.

ADJACENT 1-STORY
CONC. BUILDING
STUCCO & BRICK TRIM

ASPHALT PAVED

CONC. PAVED

CONC. DRIVE

CONC. WALK

GRAPHIC SCALE IN FEET
SCALE : 1"=30'

NOTES:
SCALE : 1"=30'
HEAVY LINES INDICATE PLAT LIMITS
CONTAINS 186,075 SQ. FT. = 4.272 ACRES (MEASURED).
INCLUDE 30 SQ. FT. = 0.700 ACRES (DEED)
CONTROL MONUMENTS AS FOUND & SHOWN.
BEARINGS RELATIVE TO THE NORTH LINE OF TRACT "C"
BEING S. 89°46'50" E. AS SHOWN ON FINAL PLAT
RECORDED IN VOL. 1240, PG. 413.
THIS TRACT IS SUBJECT TO A BLANKET GARBAGE COLLECTION EASEMENT AS RECORDED IN VOL. 1240, PG. 367.
O - FD. 5/8" ROD
● - SET 5/8" REBAR W/ CAP
⊕ - SET "X" IN CONCRETE
+ - FD. "X" CUT IN CONCRETE
⊕ - SET "CROW'S FOOT" IN CONCRETE
▲ - FD. "CROW'S FOOT" CUT IN CONCRETE
⊙PP - POWER POLE
⊙CO - CLEAN OUT
⊙LP - LIGHT POLE ON CONC.
⊙H - STREET LIGHT
⊡ - TELEPHONE RISER
▪ - GUARD POST

EASEMENT WARNING
Easement information shown on this survey was taken from title commitment provided by Commonwealth Land Title Insurance Company, Title Policy GF No. 47980 dated 11/29/00. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Record documents other than those shown on this survey may exist and encumber this property.

Tract 1

METES AND BOUNDS DESCRIPTION of a portion of Tract "C", Monterey Center Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 1240, Page 413, Deed Records of Lubbock County, Texas, being further described as follows:

BEGINNING at an "X" found cut in concrete in the South right-of-way line of 50th Street at the most Northerly Northwest corner of this tract, which bears S. 00°01'10" W. a distance of 75.19 feet and S. 89°46'50" E. a distance of 263.00 feet from the Northwest corner of Section 7, Block E-2, Lubbock County, Texas;

THENCE S. 89°46'50" E., along said South right-of-way line, a distance of 192.80 feet (deed calls S. 89°46'50" E. 192.81 feet) to a 3/8" iron rod found at the Northeast corner of said Tract "C";

THENCE S. 00°01'43" E., along the East line of said Tract "C", a distance of 575.83 feet (deed calls South 575.78 feet) to a railroad spike found at the Southeast corner of this tract;

THENCE S. 89°59'24" W. a distance of 400.95 feet (deed calls West 400.93 feet) to an "X" cut in concrete in the East right-of-way line of Indiana Avenue for the Southwest corner of this tract;

THENCE N. 00°02'18" W., along said East right-of-way line, a distance of 202.31 feet (deed calls N. 00°01'10" E. 202.31 feet) to an "X" cut in concrete for a point of intersection;

THENCE N. 07°32'56" E., continuing along said East right-of-way line, a distance of 151.34 feet (deed calls N. 07°36'50" E. 151.33 feet) to a concrete nail with cap set for a point of intersection;

THENCE N. 00°01'15" E., continuing along said East right-of-way line, a distance of 16.90 feet (deed calls N. 00°01'10" E. 17.00 feet) to a 3/8" iron rod found at the most Westerly Northwest corner of this tract;

THENCE S. 89°45'25" E. a distance of 187.96 feet (deed calls S. 89°46'50" E. 188.00 feet) to a conc. nail with cap set for a corner of this tract;

THENCE N. 00°02'35" E. a distance of 208.19 feet (deed calls N. 00°01'10" E. 208.00 feet) to the Point of Beginning.

Contains: 186,075 sq. ft.- 4.272 acres (measured).

Tract 2

METES AND BOUNDS DESCRIPTION of a non-exclusive easement for underground utility lines and ingress and egress as forth in Deed dated January 8, 1970, recorded in Volume 1222, Page 606, Deed Records of Lubbock County, Texas, located in Tracts "D-1" and "D-2", Monterey Center Addition to the City of Lubbock, Lubbock County, Texas, as recorded in Volume 1222, Page 606, Deed Records of Lubbock County, Texas, being further described as follows:

BEGINNING at a 3/8" iron rod found in the South right-of-way line of 50th Street at the Northwest corner Tract "D-1", Monterey Center Addition and this tract, which bears S. 00°01'10" W. a distance of 75.19 feet and S. 89°46'50" E. a distance of 455.81 feet from the Northwest corner of Section 7, Block E-2, Lubbock County, Texas;

THENCE S. 89°46'50" E., along the North line of said Tract "D-1" and said South right-of-way line, at a distance of 150.00 feet pass a "crow's foot" found cut in concrete at the Northeast corner of said Tract "D-1", continuing along the North line of Tract "D-2", Monterey Center Addition and said South right-of-way line for a total distance of 225.00 feet to a "crow's foot" cut in concrete for the Northeast corner of this tract;

THENCE South a distance of 30.00 feet to a concrete nail with cap set for the most Easterly Southeast corner of this tract;

THENCE N. 89°46'50" W. a distance of 196.98 feet (deed calls N. 89°46'50" W. 197.00 feet) to an "X" cut in concrete for an "ell" corner of this tract;

THENCE S. 00°01'43" E., 28 feet East of and parallel to the East line of Tract "C", Monterey Center Addition, a distance of 331.30 feet (deed calls South 331.30 feet) to a point for the most Southerly Southeast corner of this tract;

THENCE West a distance of 28.00 feet to a point in the East line of said Tract "C", for the Southwest corner of this tract;

THENCE N. 00°01'43" W., along the East line of said Tract "C", a distance of 361.41 feet (deed calls North 361.40 feet) to the Point of Beginning.

Tract 3

METES AND BOUNDS DESCRIPTION of a non-exclusive easement for underground utility lines and ingress and egress as forth in Deed dated January 8, 1970, recorded in Volume 1222, Page 606, Deed Records of Lubbock County, Texas, located in Tract "C", Monterey Center Addition to the City of Lubbock, Lubbock County, Texas, as recorded in Volume 1240, Page 413, Deed Records of Lubbock County, Texas, being further described as follows:

BEGINNING at an "X" cut in concrete in the East right-of-way line of Indiana Avenue for the Northwest corner of this tract, which bears S. 00°01'10" W. a distance of 652.5 feet and East a distance of 55.00 feet from the Northwest corner of Section 7, Block E-2, Lubbock County, Texas;

THENCE N. 89°59'24" E a distance of 400.95 feet (deed calls East 400.93 feet) to a railroad spike found in the East line of said Tract "C", at the Northeast corner of this tract;

THENCE S. 00°01'43" E., along the East line of said Tract "C", a distance of 27.50 feet (deed calls South 27.50 feet) to a concrete nail with cap set for the Southeast corner of this tract;

THENCE S. 89°59'24" W a distance of 400.95 feet (deed calls West 400.94 feet) to a "crow's foot" cut in concrete in the East right-of-way line of Indiana Avenue for the Southwest corner of this tract;

THENCE N. 00°02'18" W., along said East right-of-way line, a distance of 27.50 feet (deed calls N. 00°01'10" E. 27.50 feet) to the Point of Beginning.

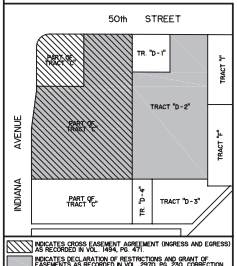
CERTIFICATION TO:
Schwab Investment VII, LLC, A California Limited Liability Company, Harrow Investment II, LLC, A California, Limited Liability Company, United States Steel and Carnegie Pension Fund

I, Daniel E. Martinez, Texas Registered Professional Land Surveyor No. 4515, do hereby certify that this survey was made on the ground and is true and correct and substantially complies with the current Texas Society of Professional Surveyors for a Category 1A Condition I Survey. This Property does not lie within a flood boundary area as shown on Panel 45 of 55 of the FIRM for the City of Lubbock, Community Panel No. 480452-0045C, effective date September 2, 1982 and revised March 18, 1986; ZONE C.
January 19, 2001
Revised February 20, 2001 to address legal comments.

Daniel E. Martinez
Registered Professional Land Surveyor
No. 4515 State of Texas

WARNING
This plat is invalid unless it bears an original signature across the seal.

NOTE: This survey is in substantial compliance with Standard TREC Contract Form No. 20-2.



HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
LUBBOCK, TEXAS 79424
PHONE: (806) 794-0928
FAX: (806) 794-1436

EXHIBIT A

Being a part of Tract C, Monterey Center Addition, to the City of Lubbock, as recorded in Volume 1240, Page 413, Plat Records, Lubbock County, Texas, said Tract being also located in Section 7, Block E-2 Lubbock County and being more particularly described by metes and bounds, as follows:

Beginning at a point which bears S. 0° 01' 10" W., 75.19 feet and S. 89° 46' 50" E., 263.00 feet from the Northwest corner of Section 7, Block E-2, said point being in the South line of 50th St.;
Thence S. 89° 46' 50" E., with the South line of 50th St. 192.81 feet;
Thence South 575.78 feet;
Thence West 400.93 feet to a point in the East line of Indiana Ave.;
Thence N. 0° 01' 10" E . with the East line of Indiana Ave., 202.31 feet;
Thence N. 7° 36' 50" E., 151.33 feet;
Thence N. 0° 01' 10" E., 17.00 feet;
Thence S. 89° 46' 50" E., 188.00 feet;
Thence N. 0° 01' 10" E., 208.00 feet to the place of beginning and the non-exclusive easements conveyed to Skaggs-Albertson's Properties, Inc. and described in deed from A. M. Leftwich, Jr., J. R. Leftwich and K. D. Leftwich to Skaggs-Albertson· s Properties, Inc., dated January 8, 1970, recorded in deed records of Lubbock County, Texas, and a portion of which land is a part of Tract "C" Monterey Center Addition to the city of Lubbock, Lubbock County, Texas.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 5047 Indiana Avenue, Lubbock, Texas 79413

Lots/Tracts: Tract C, Section 7, Block E-3

Survey & Abstract: Monterey Center Addition

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: _____

Existing Land Use: Commercial Service Existing Zoning: C-3 General Retail District

Requested Zoning: Specific Use - Blood Banks & Blood Plasma Centers

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: JCW Development, LLC

Name: Jeff Tarris, VP of Development

Address: 100 Tower Drive City: Beaver Dam State: WI

ZIP Code: 53916 Telephone: (920) 356-1255 Email: jtarris@jcwdev.net

Applicant's Signature: Jeffrey A Tarris

Date: 6.28.2022 Printed Name: Jeffrey A. Tarris

Owner Information

Firm Name: See attached

Owner: _____

Address: _____ City: _____ State: _____

ZIP Code: _____ Telephone: _____ Email: _____

Property Owner's Signature: _____

Date: _____ Printed Name: _____

Preparer Information

Preparer's Signature: Garrett Couts

Date: 6.28.2022 Printed Name: Garrett Couts - Brady & Hamilton, LLP

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____

Request for zoning change from: _____ To: _____

Lots: _____ Blocks: _____

Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

APPLICATION FOR ZONING CHANGE

Owner Information:

1. Owner: Harrow Investment II, LLC
   Address: 5959 Corvette Street
   City: Commerce
   State: California
   Zip Code: 90040
   Telephone: 323 887 9500
   Email: lharrow@hollywoodbed.com
   Property Owner's Signature: _____
   Date: July 25, 2022
   Printed Name: LARRY HARROW

2. Owner: Schwab Investment VII, LLC
   Address: 9595 Wilshire Boulevard, Suite 401
   City: Beverly Hills
   State: California
   Zip Code: 90212
   Telephone: _____
   Email: _____
   Property Owner's Signature: _____
   Date: _____
   Printed Name: _____

3. Owner: Matthew L. Schwab 2012 Perpetual Trust
   Address: 9595 Wilshire Boulevard, Suite 401
   City: Beverly Hills
   State: California
   Zip Code: 90212
   Telephone: _____
   Email: _____
   Property Owner's Signature: _____
   Date: _____
   Printed Name: _____

4. Owner: Sydney Schwab Meller 2012 Perpetual Trust
   Address: 9595 Wilshire Boulevard, Suite 401
   City: Beverly Hills
   State: California
   Zip Code: 90212
   Telephone: _____
   Email: _____
   Property Owner's Signature: _____
   Date: _____

APPLICATION FOR ZONING CHANGE

Owner Information:

1. Owner: Harrow Investment II, LLC
   Address: 5959 Corvette Street
   City: Commerce
   State: California
   Zip Code: 90040
   Telephone: _____
   Email: _____
   Property Owner's Signature: _____
   Date: _____
   Printed Name: _____

2. Owner: Schwab Investment VII, LLC
   Address: 9595 Wilshire Boulevard, Suite 401
   City: Beverly Hills
   State: California
   Zip Code: 90212 _ 310
   Telephone: 310 273-7355
   Email: mlschwab@pacbell.net
   Property Owner's Signature: _____
   Date: July 25, 2022
   Printed Name: Michael L. Schwab

3. Owner: Matthew L. Schwab 2012 Perpetual Trust
   Address: 9595 Wilshire Boulevard, Suite 401
   City: Beverly Hills
   State: California
   Zip Code: 90212 _
   Telephone: 310 273-7355
   Email: matthewlschwab@gmail.com
   Property Owner's Signature: _____
   Date: July 25, 2022
   Printed Name: Matthew L. Schwab

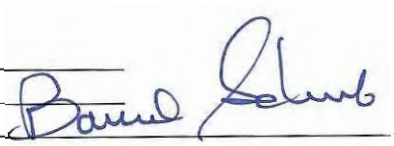
4. Owner: Sydney Schwab Meller 2012 Perpetual Trust
   Address: 9595 Wilshire Boulevard, Suite 401
   City: Beverly Hills
   State: California
   Zip Code: 90212
   Telephone: 310 273-7355
   Email: Sydneyschwab@yahoo.com
   Property Owner's Signature: _____
   Date: July 25, 2022

Printed Name: Sydney Schwab Meller

5. Owner: Barrie Schwab Pivko 2012 Perpetual Trust
   Address: 9595 Wilshire Boulevard, Suite 401
   City: Beverly Hills
   State: California
   Zip Code: 90212
   Telephone: 310 273-7355
   Email: Barriepivko@gmail.com
   Property Owner's Signature:
   Date: July 25, 2022
   Printed Name: Barrie Schwab Pivko

6. Owner: Matthew L. Schwab
   Address: 9595 Wilshire Boulevard, Suite 401
   City: Beverly Hills
   State: California
   Zip Code: 90212
   Telephone: 310 273-7355
   Email: matthewlschwab@gmail.com
   Property Owner's Signature:
   Date: July 25, 2022
   Printed Name: Matthew L. Schwab

7. Owner: Sydney Schwab Meller
   Address: 9595 Wilshire Boulevard, Suite 401
   City: Beverly Hills
   State: California
   Zip Code: 90212
   Telephone: 310 273-7355
   Email: sydneyschwab@yahoo.com
   Property Owner's Signature:
   Date: July 25, 2022
   Printed Name: Sydney Schwab Meller

8. Owner: Barrie Schwab Pivco a/k/a Pivko
   Address: 9595 Wilshire Boulevard, Suite 401
   City: Beverly Hills
   State: California
   Zip Code: 90212
   Telephone: 310 273-7355
   Email: barriepivko@gmail.com
   Property Owner's Signature: 
   Date: July 25, 2022
   Printed Name: Barrie Schwab Pivko

ZURICH INVESTMENT COMPANY
9595 WILSHIRE BLVD., SUITE 401 • BEVERLY HILLS, CA 90212 • (310) 273-7355 • FAX (310) 273-5983

VIA E-MAIL (cassiebermea@mail.ci.lubbock.tx.us)

SETH E. STUART
VICE PRESIDENT

August 26, 2022

Ms. Cassie Bermea
CITY OF LUBOCK – PLANNING DEPARTMENT
Office: 1314 Avenue K, First Floor
Mailing: P.O. Box 2000
Lubbock, TX 79401

Re: Letter in Support for Zone Case No. 1131-P
Request for Zone Change to Specific Use – Blood Blanks & Blood Plasma Centers
5047 Indiana Avenue, Lubbock, TX 79413

Dear Ms. Bermea,

We are providing this letter to express our support for the application by JCW Development, LLC, as developer / consultant for BioLife Plasma Services, requesting a zone change for the property located at 5047 Indiana Avenue within our shopping center located in Lubbock, Texas.

Leasing over 16,495 square feet of long-vacant space within our shopping center with the proposed BioLife facility will benefit the entire shopping center tenant mix and the surrounding areas in the following ways:

1. Having a healthy and vibrant business in this space will also stimulate leasing activity at the remainder of the shopping center, making it easier to fill other vacancies. Besides the obvious economic benefit, having fewer vacancies makes the shopping center far less attractive to vagrants and loiterers.

2. BioLife plans to hire over fifty (50) full- and part-time employees to staff their facility throughout the week. The majority of these employees will be residents of the City of Lubbock and are likely to patronize businesses within the shopping center and the surrounding area.

3. BioLife expects to pay $2-3 million dollars per year to plasma donors at the Lubbock facility (donor payments are 100% in the form of pre-paid debit cards as cash is never present at

the facility). BioLife historical data indicates that 80% of donor payments are spent within the community in which the BioLife center is located. *This represents a potential $1.6 to $2.4 million dollar spending infusion within the City of Lubbock.*

4. BioLife plans to install a monitored security alarm system as well as a security camera system, which will help improve the safety and security at this shopping center.

5. BioLife does not accept plasma donations from potential donors who are unable to provide documented proof of residency (such as a utility bill for an address matching their photo identification), and maintains a mandatory appointment-only policy for all donors, utilizing a smart-phone based appointment scheduling app to dissuade loitering.

6. BioLife will not accept plasma donations from potential donors under eighteen (18) years of age.

We have been a landlord to BioLife at their Aurora, CO facility for several years, and have had nothing but positive experiences with them as a tenant and operator. Should you have any questions of wish to hear more about our experience with BioLife as a tenant, please do not hesitate to call. My personal cell number is (310) 245-6778.

Very truly yours,

SCHWAB INVESTMENT VII, LLC

By: _____
Seth E. Stuart, Asset Manager

SES:bbt

I would like to give input on case 1131 - P.

My property, a residential home, backs up to the property where a zoning change is requested. My wife and I, and our children, and many other neighbors here have a strong objection to the requested change for the following reasons:

Over several years we have had many instances where the sewage has backed up from the building requesting the zoning change. The last time that I know of, the whole parking lot was flooded behind the building with sewage and the smell was again atrocious in our whole neighborhood. I went over and talked to the man on location who was from the city. He had been called out to find and treat the problem in the sewer line. He said that they had been called out on multiple occasions over time and the city lines were clear, but the problems seem to stem in the property owner's sewer line (from the building to the city line) which the property owner had not corrected adequately. This was a recurring problem. Should a blood and plasma donation center be located here, this repeated problem with overflow could certainly be much more of a health hazard. (Hepatitis B and C and HIV).

Even though certain rules are in place for disposal of hazardous waste, I am a physician, and have worked at the hospital here for over 40 years and I can tell you from personal experience, these rules are not always abided by, even in a highly regulated place like a hospital. A plasma center has to pay high rates to have hazardous material removed and whether by accident, lax regulation, or because of financial incentive, I cannot imagine that at times hazardous waste would not be disposed of in the sewer line.

Also, in the past, where a fee is paid to give plasma and blood products, a particular population of people that use this money to buy drugs etc. have used these facilities. This is not a group of people that I would want to invite to this residential neighborhood. We object for this reason alone. However, in a much, much larger picture, there is a high school directly across the street, and people who are attracted to this plasma center, who may use or sell drugs in this area could be a very detrimental thing to hundreds of students who are in very close proximity. High school students do not always use the best judgment and could be easily tempted. We are VERY concerned about this.

Also, a growing number of vagrants have been showing up in the alleys here. The alley behind this building, and that backs up to my house (and to the property requesting the zoning change) is in a Y shape and has some hidden areas where vagrants have been sleeping and congregating since there are hidden blindspots in that alley. Just yesterday morning I pulled off a mattress that had been dragged into that alley and many cigarette butts where some of them had been sleeping.

We feel that this facility would be better zoned in a more commercial area where there is not this close proximity to a residential area with many homes.

Thank you very much for all the work that you do for our city. It is a hard job you have taken on and we appreciate you!

Wayne McNeil MD
3302 53rd St.,
Lubbock, TX 79413
806-781-2882

5.8

Hand

P&Z Case No: 1131-P

Attached Reasons and/or Comments:

I'm worried about the increase in pedestrian traffic through the already busy 7-lane intersection due to a new plasma center planning to occupy space on the corner of 50th and Indiana.

Since I moved here to take care of my elderly mother, I thought there was a benefit to having this space remain vacant, fearing that whatever business would rent the space might make the intersection much worse than it is already. People often jaywalk across Indiana and wait in the center lane for traffic to pass, which is already a highly contentious shared zone for vehicles from both directions trying to make a turn.

Allowing this particular non-retail facility to locate here seems counterintuitive to public safety. Three weeks ago, my wife and our neighbor were sweeping glass from the 53rd/Indiana area where an accident threw two women from their car. There are still flowers where a few months ago some students ran their car into the pole at the corner.

Hopefully, you have access to all the traffic incidents at the 7x7 lane intersection and can see the potential for loss of life where there are already a high number of pedestrians from the grocery store, the CVS pharmacy and the high school.

Also, knowing the type of clientele that frequent plasma collection centers, it will undoubtedly attract vagrants and addicts. I pulled this off a plasma center website:

"The requirements for donating plasma are fairly consistent. You must be at least 16 years old, weigh over 110 pounds, and have a valid ID. Do they drug test you before donating plasma? ***Not generally*** *— people who take certain prescription drugs, show signs of injectable drug use, or are visibly intoxicated are not allowed to donate plasma."*

I'm sure addicts of alcohol, pills and fentanyl etc, will simply sleep outside in the alleys around the facility and donate first thing in the morning to avoid appearing intoxicated.

I appreciate that this business provides a needed service, but I feel that it would be in your interest to assist this facility in finding a more suitable location.

3304 53rd St
Lubbock TX 79413
estate of Keith R. Billingsley
Samuel Billingsley

Hi!

I am a concerned citizen.

I'm on the street right behind the possible zoning. I have heard that the property itself has significant plumbing issues which cause a back up of water and sewage regularly. That its not on the city side so the city can't fix it and businesses never do that are there.

I consider this a huge health concern for residents in the neighborhood as well as people that want to use that facility. I'm also super concerned about the high school being catty corner from the blood bank and what that may do to affect drug use in teenagers. I think that the location of this business is a serious issue and it shouldn't be placed near a high school or residential area of homes. I'm planning to send my husband tomorrow night to the meeting.

Thank you,
Elizabeth Turner
(918) 600-8911

From: Mary Lynn Hokett <mlhokett@yahoo.com>
Sent: Saturday, August 27, 2022 7:45 PM
To: CityPlanning <cityplanning@mail.ci.lubbock.tx.us>
Cc: Karen Edwards <KEdwards@mail.ci.lubbock.tx.us>
Subject: Concerns - Planning & Zoning Case No. 1131-P

Dear Planning & Zoning Commission,

We own our home at 3222 53rd Street. It has come to our attention that there is a plan to put in a blood and plasma donation center in the old Hastings/Albertson's building, directly across the street from Monterey High School.

We have experienced vagrant people wandering in our neighborhood, and I personally feel that the blood and plasma donation center would only increase the number of perhaps "questionable" or even "desperate" people walking around our neighborhood. Many times (not in every case, I'm sure), people sell their blood to buy drugs. We do not wish to see an increase in vagrants in this area.

I really am concerned, not only for our neighbors, but also for the close proximity it would have to a high school. I am concerned that this plasma center could add potential incidents with those students who walk home from school, and possibly put those students at risk — or even for the teachers, walking to their cars. I suspect that the parents of students attending Monterey High School would have concerns about this.

Further, there has been some issue with the sewer system drainage from that building in the past that was not addressed. If the blood/plasma donation center is approved, I am concerned about the potential for disease, in the disposal of said blood and fluids into the sewer system that might cause an even larger issue, as to the health of those who own homes in the surrounding area.

In summary, my concerns are:

—proximity to a public high school and students' safety
—sewer system replacement, for public health safety

Thank you very much for your consideration of my concerns,

Mary Lynn Hokett
mlhokett@yahoo.com
mhokett@lcisd.net

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 5): Consider Ordinance No. 2022-O0149, for Zone Case 3468, a request of Hugo Reed and Associates, Inc. for DWTP, LLC, for a zone change from Transition District (T) to Reduced Setbacks Single-Family District (R-1A), Two-Family District (R-2), High-Density Apartment District (A-2), Local Retail District (C-2) and General Retail District (C-3) generally located south of 114th Street and west of Milwaukee Avenue, on 160.5 acres of uplatted land out of Block AK, Section 19.

Item Summary

On September 27, 2022, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on September 1, 2022, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 3468
Staff Report 3468
Documentation 3468

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3468; A ZONING CHANGE FROM T TO R-1A, R-2, A-2, C-2 AND C-3 ZONING DISTRICT GENERALLY LOCATED SOUTH OF 114TH STREET AND WEST OF MILWAUKEE AVENUE, ON 160.5 ACRES OF UPLATTED LAND OUT OF BLOCK AK, SECTION 19, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 3468

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **R-1A, R-2, A-2, C-2 and C-3** zoning district **generally located south of 114th Street and west of Milwaukee Avenue, on 160.5 acres of uplatted land out of Block AK, Section 19,** City of Lubbock, Lubbock County, Texas, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 3. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 4. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Kristen Sager, Director of Planning

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3468
September 1, 2022

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

EXHIBIT "A"

PROPOSED C-2 ZONING

METES AND BOUNDS DESCRIPTION of an approximate 8.1 acre tract of land located in Section 19, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Southeast corner of this tract which bears S. 01°40'54" W. an approximate distance of 1981.4 feet from the Northeast corner of Section 19, Block AK, Lubbock County, Texas;

THENCE N. 88°17'18" W. an approximate distance of 306.0 feet to a point for the Southwest corner of this tract;

THENCE N. 01°42'42" E. an approximate distance of 1158.2 feet to a point for the Northwest corner of this tract;

THENCE S. 88°17'18" E. an approximate distance of 305.4 feet to a point in the East line of said Section 19 for the Northeast corner of this tract;

THENCE S. 01°40'54" W., along the East line of said Section 19, an approximate distance of 1158.2 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE PURPOSES. DOES NOT REPRESENT AN ACTUAL SURVEY.

Prepared for DWTP LLC
Contains: 8.1 Acres
July 28, 2022

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

EXHIBIT "A"

PROPOSED C-2 ZONING

METES AND BOUNDS DESCRIPTION of an approximate 5.6 acre tract of land located in Section 19, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Northwest corner of this tract which bears N. 88°17'18" W. an approximate distance of 1322.0 feet from the Northeast corner of Section 19, Block AK, Lubbock County, Texas;

THENCE S. 88°17'18" E., along the North line of said Section 19, an approximate distance of 661.0 feet to a point for the Northeast corner of this tract;

THENCE S. 01°42'42" W. an approximate distance of 367.0 feet to a point for the Southeast corner of this tract;

THENCE N. 88°17'18" W. an approximate distance of 661.0 feet to a point for the Southwest corner of this tract;

THENCE N. 01°42'42" E. an approximate distance of 367.0 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE PURPOSES. DOES NOT REPRESENT AN ACTUAL SURVEY.

Prepared for DWTP LLC
Contains: 5.6 Acres
July 28, 2022

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

EXHIBIT "A"

PROPOSED A-2 ZONING

METES AND BOUNDS DESCRIPTION of an approximate 21.1 acre tract of land located in Section 19, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Northeast corner of this tract which bears S. 01°40'54" W. an approximate distance of 1981.4 feet from the Northeast corner of Section 19, Block AK, Lubbock County, Texas;

THENCE S. 01°40'54" W., along the East line of said Section 19, an approximate distance of 658.5 feet to a point for the Southeast corner of this tract;

THENCE N. 88°15'26" W. an approximate distance of 1356.4 feet to a point for the Southwest corner of this tract;

THENCE N. 01°42'42" E. an approximate distance of 699.2 feet to a point for the Northwest corner of this tract;

THENCE S. 88°17'18" E. an approximate distance of 525.2 feet to a point;

THENCE S. 78°22'14" E. an approximate distance of 240.6 feet to a point;

THENCE S. 88°17'18" E. an approximate distance of 593.9 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE PURPOSES. DOES NOT REPRESENT AN ACTUAL SURVEY.

Prepared for DWTP LLC
Contains: 21.1 Acres
July 28, 2022

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

EXHIBIT "A"

PROPOSED C-3 ZONING

METES AND BOUNDS DESCRIPTION of an approximate 12.5 acre tract of land located in Section 19, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Northeast corner of Section 19, Block AK, Lubbock County, Texas, and the Northeast corner of this tract;

THENCE S. 01°40'54" W., along the East line of said Section 19, an approximate distance of 823.3 feet to a point for the Southeast corner of this tract;

THENCE N. 88°17'18" W. an approximate distance of 661.5 feet to a point for the Southwest corner of this tract;

THENCE N. 01°42'42" E. an approximate distance of 823.3 feet to a point in the North line of said Section 19 for the Northwest corner of this tract;

THENCE S. 88°17'18" E., along the North line of said Section 19, an approximate distance of 661.0 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE PURPOSES. DOES NOT REPRESENT AN ACTUAL SURVEY.

Prepared for DWTP LLC
Contains: 12.5 Acres
July 28, 2022

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

EXHIBIT "A"

PROPOSED R-2 ZONING

METES AND BOUNDS DESCRIPTION of an approximate 12.2 acre tract of land located in Section 19, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the most Southwest corner of this tract which bears S. 01°40'54" W. an approximate distance of 1950.8 feet and N. 88°17'18" W. an approximate distance of 769.0 feet from the Northeast corner of Section 19, Block AK, Lubbock County, Texas;

THENCE N. 01°42'42" E. an approximate distance of 1127.6 feet to a point for the Northwest corner of this tract;

THENCE S. 88°17'18" E. an approximate distance of 463.0 feet to a point for the Northeast corner of this tract;

THENCE S. 01°42'42" W. an approximate distance of 1158.2 feet to a point for the Southeast corner of this tract;

THENCE N. 88°17'18" W. an approximate distance of 287.9 feet to a point;

THENCE N. 78°22'14" W. an approximate distance of 177.8 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE PURPOSES. DOES NOT REPRESENT AN ACTUAL SURVEY.

Prepared for DWTP LLC
Contains: 12.2 Acres
July 28, 2022

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

EXHIBIT "A"

PROPOSED R-2 ZONING

METES AND BOUNDS DESCRIPTION of an approximate 25.4 acre tract of land located in Section 19, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the most Northerly Northeast corner of this tract which bears N. 88°17'18" W. an approximate distance of 1322.0 feet from the Northeast corner of Section 19, Block AK, Lubbock County, Texas;

THENCE S. 01°42'42" W. an approximate distance of 367.0 feet to a point;

THENCE S. 88°17'18" E. an approximate distance of 661.0 feet to a point for the most Easterly Northeast corner of this tract;

THENCE S. 01°42'42" W. an approximate distance of 312.0 feet to a point for the Southeast corner of this tract;

THENCE N. 88°17'18" W. an approximate distance of 1986.7 feet to a point for the Southwest corner of this tract;

THENCE N. 01°43'57" E. an approximate distance of 679.0 feet to a point in the North line of said Section 19 for the Northwest corner of this tract;

THENCE S. 88°17'18" E., along the North line of said Section 19, an approximate distance of 1325.5 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE PURPOSES. DOES NOT REPRESENT AN ACTUAL SURVEY.

Prepared for DWTP LLC
Contains: 25.4 Acres
July 28, 2022

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

EXHIBIT "A"

PROPOSED R-1A ZONING

METES AND BOUNDS DESCRIPTION of an approximate 75.5 acre tract of land located in Section 19, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the most Easterly Southeast corner of this tract which bears S. 01°40'54" W. an approximate distance of 1950.8 feet and N. 88°17'18" W. an approximate distance of 769.0 feet from the Northeast corner of Section 19, Block AK, Lubbock County, Texas;

THENCE N. 78°22'14" W. an approximate distance of 62.8 feet to a point;

THENCE N. 88°17'18" W. an approximate distance of 525.2 feet to a point;

THENCE S. 01°42'42" W. an approximate distance of 699.2 feet to a point for the most Southerly Southeast corner of this tract;

THENCE N. 88°15'26" W. an approximate distance of 1293.5 feet to a point for the Southwest corner of this tract;

THENCE N. 01°43'57" E. an approximate distance of 1959.5 feet to a point for the Northwest corner of this tract;

THENCE S. 88°17'18" E. an approximate distance of 1986.7 feet to a point for the Northeast corner of this tract;

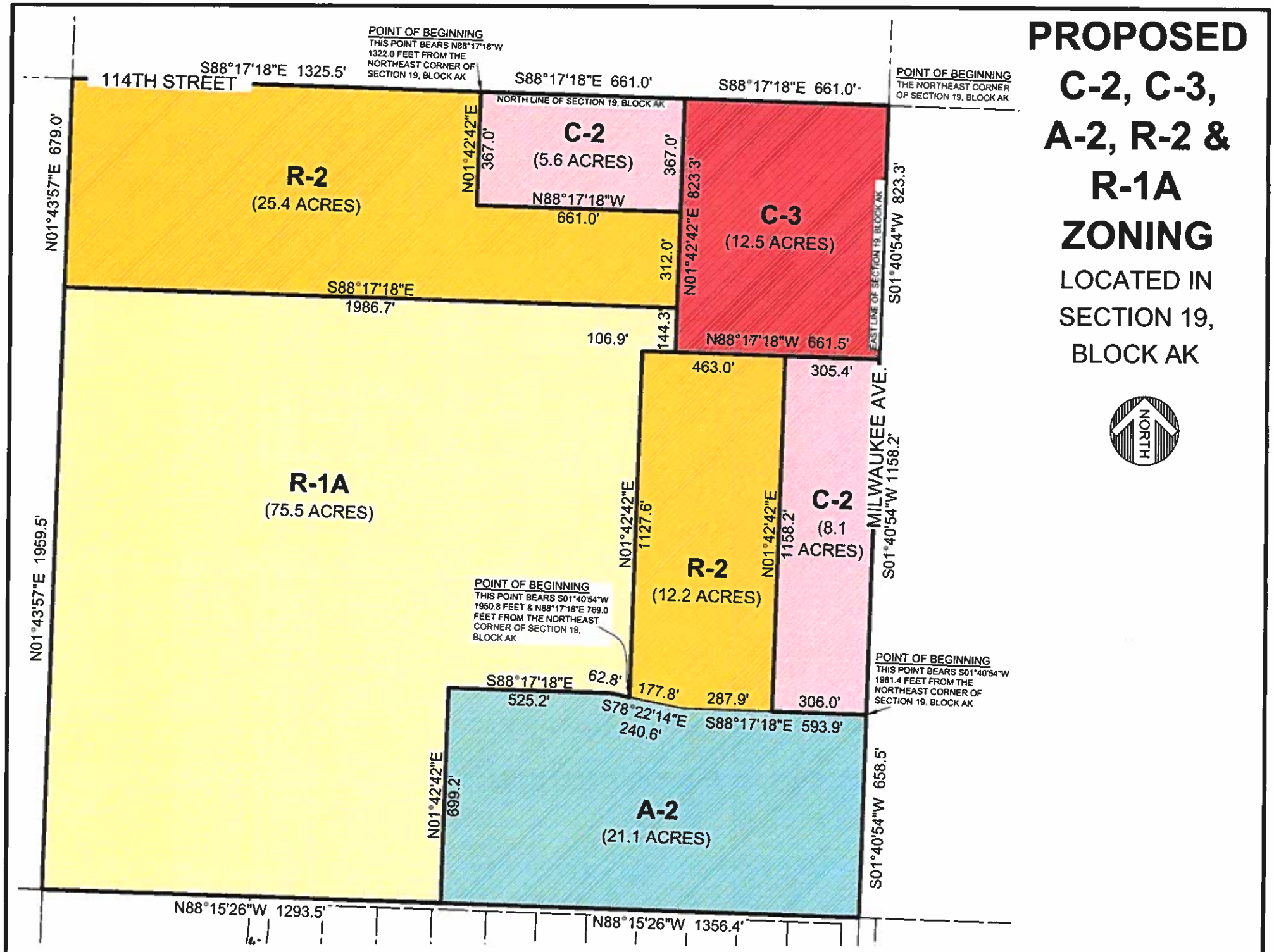
THENCE S. 01°42'42" W. an approximate distance of 144.3 feet to a point;

THENCE N. 88°17'18" W. an approximate distance of 106.9 feet to a point;

THENCE S. 01°42'42" W. an approximate distance of 1127.6 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE PURPOSES. DOES NOT REPRESENT AN ACTUAL SURVEY.

Prepared for DWTP LLC
Contains: 75.5 Acres
July 28, 2022


PROPOSED
C-2, C-3,
A-2, R-2 &
R-1A
ZONING
LOCATED IN
SECTION 19,
BLOCK AK
NORTH
114TH STREET
POINT OF BEGINNING
THIS POINT BEARS N88°17'18"W 1322.0 FEET FROM THE NORTHEAST CORNER OF SECTION 19, BLOCK AK
POINT OF BEGINNING
THE NORTHEAST CORNER OF SECTION 19, BLOCK AK
NORTH LINE OF SECTION 19, BLOCK AK
EAST LINE OF SECTION 19, BLOCK AK
MILWAUKEE AVE.
POINT OF BEGINNING
THIS POINT BEARS S01°40'54"W 1950.8 FEET & N88°17'18"E 769.0 FEET FROM THE NORTHEAST CORNER OF SECTION 19, BLOCK AK
POINT OF BEGINNING
THIS POINT BEARS S01°40'54"W 1961.4 FEET FROM THE NORTHEAST CORNER OF SECTION 19, BLOCK AK
R-2
(25.4 ACRES)
C-2
(5.6 ACRES)
C-3
(12.5 ACRES)
R-1A
(75.5 ACRES)
R-2
(12.2 ACRES)
C-2
(8.1 ACRES)
A-2
(21.1 ACRES)
S88°17'18"E 1325.5'
S88°17'18"E 661.0'
S88°17'18"E 661.0'
N01°43'57"E 679.0'
N01°42'42"E 367.0'
367.0'
N88°17'18"W 661.0'
312.0'
N01°42'42"E 823.3'
S01°40'54"W 823.3'
S88°17'18"E 1986.7'
106.9'
144.3'
N88°17'18"W 661.5'
463.0'
305.4'
N01°43'57"E 1959.5'
N01°42'42"E 1127.6'
N01°42'42"E 1158.2'
S01°40'54"W 1158.2'
S88°17'18"E 525.2'
62.8'
177.8'
287.9'
306.0'
S78°22'14"E 240.6'
S88°17'18"E 593.9'
N01°42'42"E 699.2'
S01°40'54"W 658.5'
N88°15'26"W 1293.5'
N88°15'26"W 1356.4'

Planning Department
City of Lubbock

Staff Report	Zone Case 3468
City Council Meeting	September 27, 2022

Applicant Hugo Reed and Associates, Inc.

Property Owner DWTP, LLC

Council District **5**

Recommendations

- Staff recommends Approval of this request.

Prior Board or Council Action

- January 14. 1999, Ordinance No. 10117: A portion of this property was annexed and zoned Transition District (T).
- December 4, 2008, Ordinance No. 2008-O0104: A portion of this property was annexed and zoned Transition District (T).
- September 1, 2022, Zone Case 3468: The Planning and Zoning Commission recommended approval for a zone change from Transition District (T) to Reduced Setbacks Single-Family District (R-1A), Two-Family District (R-2), High-Density Apartment District (A-2), Local Retail District (C-2) and General Retail District (C-3), by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 30
- Received In Favor: 0
- Received In Opposition: 2

Site Conditions and History

The subject property consists of 160.5 acres of unplatted land out of Block AK, Section 19. There is one single-family house along 114th street built in 1956. The remainder of the subject property is currently undeveloped.

Adjacent Property Development

The surrounding properties are zoned Transition District (T) to the north, south, east and west with Local Retail District (C-2) to the east. The surrounding properties are either vacant or developed with homes.

Zoning Request and Analysis

Item Summary

The subject property is generally located south of 114th Street and west of Milwaukee Avenue. The applicant is requesting a zone change from Transition District (T) to Reduced Setbacks Single-Family District (R-1A), Two-Family District (R-2), High-Density Apartment District (A-2), Local Retail District (C-2) and General Retail District (C-3).

Current zoning: **Transition District (T)**

Requested zoning: **Reduced Setbacks Single-Family District (R-1A), Two-Family District (R-2), High-Density Apartment District (A-2), Local Retail District (C-2) and General Retail District (C-3).**

Intent Statements
The intent of the current T zoning is "…to protect existing and future development in newly annexed territory until the proper zone classification can be determined and established by zone change."

The intent of the proposed R-1A zoning is "…to promote orderly and proper development of single-family residential units, to protect established and future single-family residential developments from inharmonious and harmful land uses, and to provide a "quality environment" for the residents of the district and city."

The intent of the proposed R-2 zoning is "…to promote stable, quality residential development of slightly increased densities and multiple occupancy. This district may include entire neighborhoods or when used in accordance with the intent of the comprehensive plan, may provide a "buffer" district between low-density and high-density or non-residential districts."

The intent of the proposed A-2 zoning is "…to promote high-density multi-family developments and compatible land uses in harmony with lower-density uses. The regulations are designed to provide the occupants with safe and convenient housing within an aesthetically pleasing environment in proper relationship to adjacent land uses."

The intent of the proposed C-2 zoning is "…to provide limited local retail and service commercial uses which serve one of several neighborhoods. Such districts may be located on existing thoroughfares or at the intersections of major thoroughfares."

The intent of the proposed C-3 zoning is "…to provide for general commercial uses which are medium activity centers in terms of generated traffic. Such districts should be adjacent to local or regional thoroughfares such as state or federal highways. Because of the commercial nature of the permitted uses, compatibility with adjacent residential areas should be considered.

Traffic Network/Infrastructure Impacts
The location is along 114th Street and Milwaukee Avenue. 114th Street is designated as a Minor Arterial, and Milwaukee Avenue is designated as a Principal Arterial. Arterials are major thoroughfares designed to carry large quantities of traffic at relatively high speeds.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and would not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for Low-Density Residential and Commercial Land Uses. The zoning request generally conforms to the Future Land Use Map. The Future Land Use Map indicates that this intersection is meant to be a commercial node, with residential uses farther away from the intersection which is demonstrated by this request. This request is also in conformance with the Comprehensive Plan principles as the commercial districts are located at the commercial node (2040 Comprehensive Plan Pg. 60) and creates buffers between the thoroughfare streets and the Single-Family districts. Therefore, this request is in complete conformance with the Comprehensive Plan.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance. The property is located along Arterials and places Commercial districts at the intersection and allows for R-2 and A-2 uses to act as buffers between the commercial property and the R-1A district.

Suitability of Property for Allowed Uses
The property may be suitable for the proposed commercial and residential uses, though additional improvements may be necessary.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and supporting documentation
I. Notification Responses

Staff Contacts

Shane Spencer
Planner
Planning Department
806-775-2103
sspencer@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 3468

Allowable Uses: Reduced Setbacks Single-Family District (R-1A), Two-Family District (R-2), High-Density Apartment District (A-2), Local Retail District (C-2) and General Retail District (C-3)

Transportation: The proposed development has points of access from 114th Street and Milwaukee Avenue

Thoroughfare	Existing	Per Thoroughfare Development Plan
114th Street, Minor Arterial, Partial	R.O.W. 25 feet, 2 lane, undivided, paved.	R.O.W. 100 feet, 5 lanes, undivided, paved
Milwaukee Avenue, Principal Arterial, Partial	R.O.W 40 feet, 2 lane, undivided, paved.	R.O.W 110 feet, 7 lane, undivided, paved.

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

District 5

5.12 **Zone Case 3468:** Hugo Reed and Associates, Inc. for DWTP, LLC request a zone change from Transition District (T) to Reduced Setbacks Single-Family District (R-1A), Two-Family District (R-2), High-Density Apartment District (A-2), Local Retail District (C-2) and General Retail District (C-3) at:

- Generally located south of 114th Street and west of Milwaukee Avenue, on 160.5 acres of uplatted land out of Block AK, Section 19.

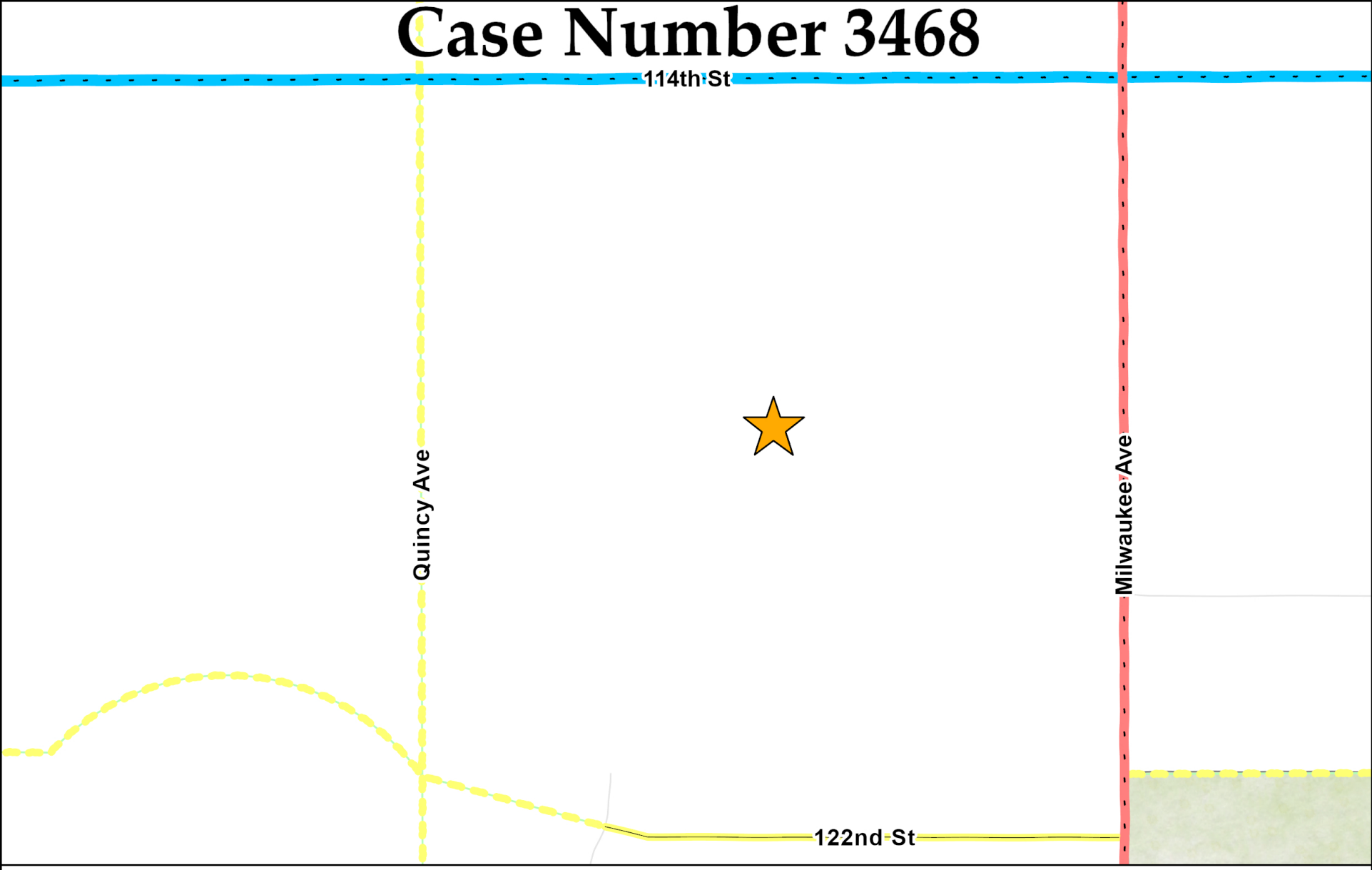
PLANNER SHANE SPENCER stated there were thirty (30) notifications sent out and two (2) returned in opposition. Staff shared the location of the property including pictures and maps, discussing the surrounding properties. Staff recommends approval of the request.

APPLICANT TERRY HOLEMAN 1601 Avenue N, Hugo Reed and Associates, Inc. stated this project is headed by Thomas Payne. This zone change will allow townhomes and garden homes.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 3468**, a motion was made by **ABEL HERNANDEZ** and seconded by **JAMES BELL** to approve the request and the Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. Item will be forwarded to City Council for consideration.

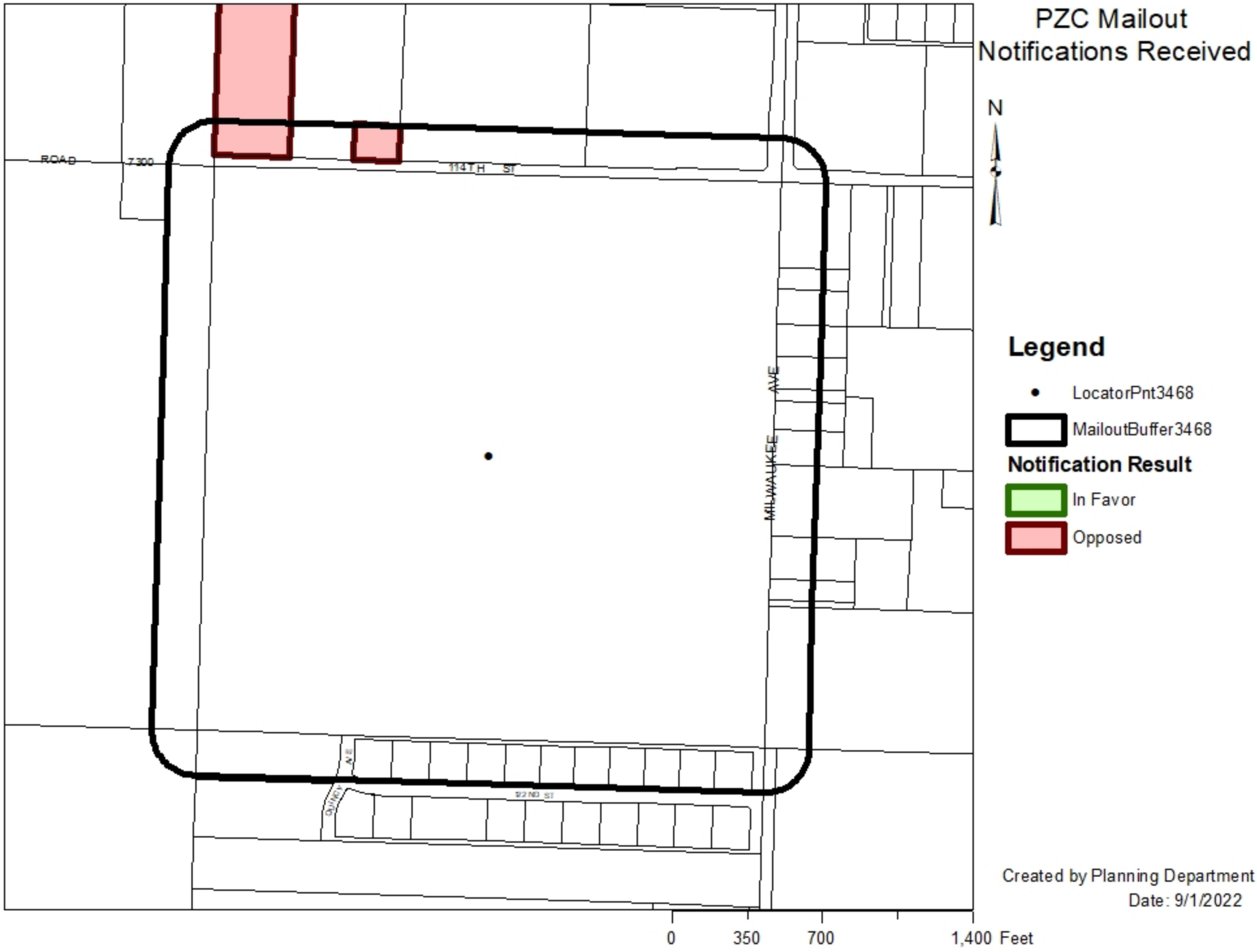
Case Number 3468



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: August 2022


PZC Mailout
Notifications Received
N
ROAD
7300
114TH ST
MILWAUKEE AVE
AVE
QUINCY
92ND ST
Legend
LocatorPnt3468
MailoutBuffer3468
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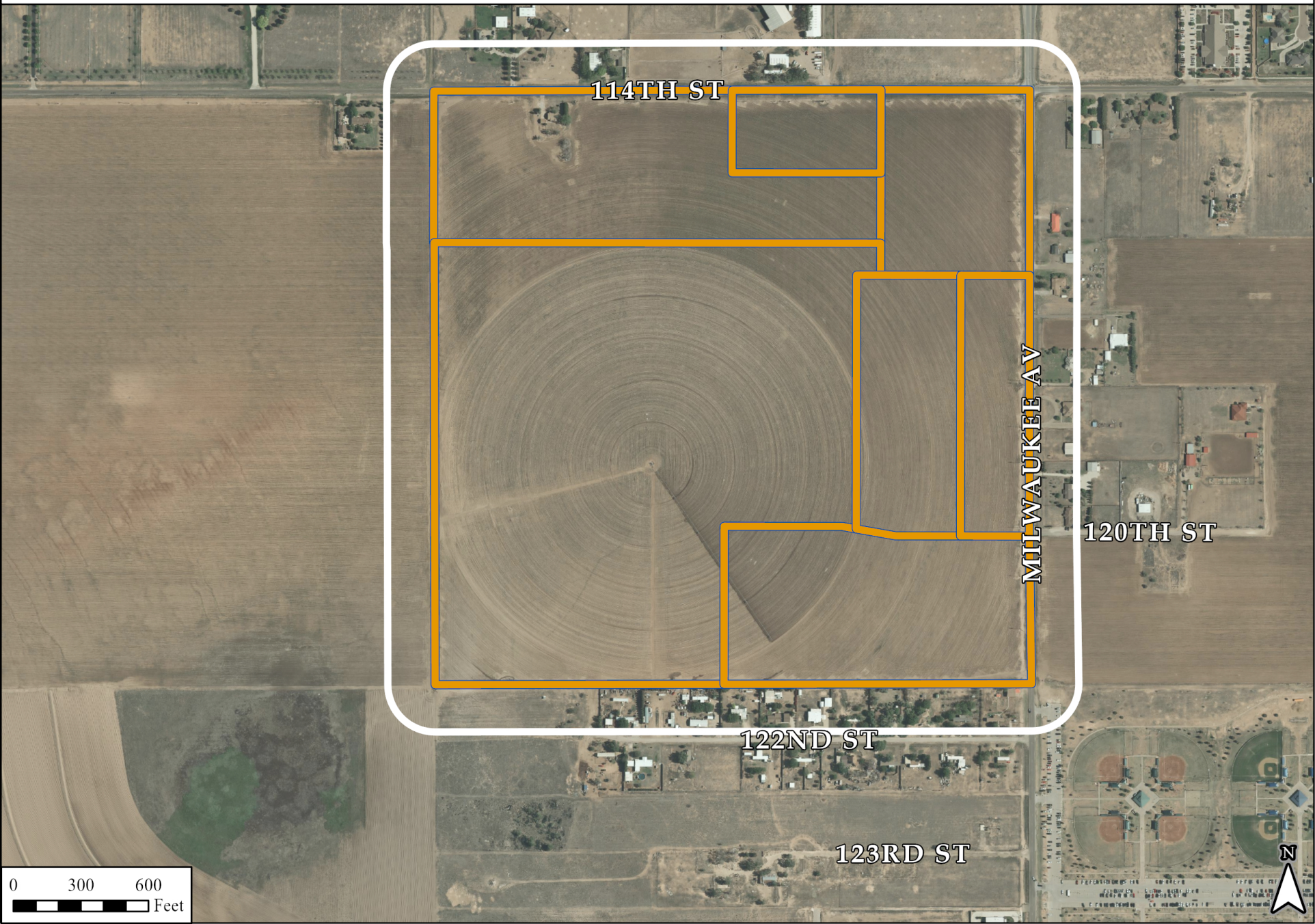
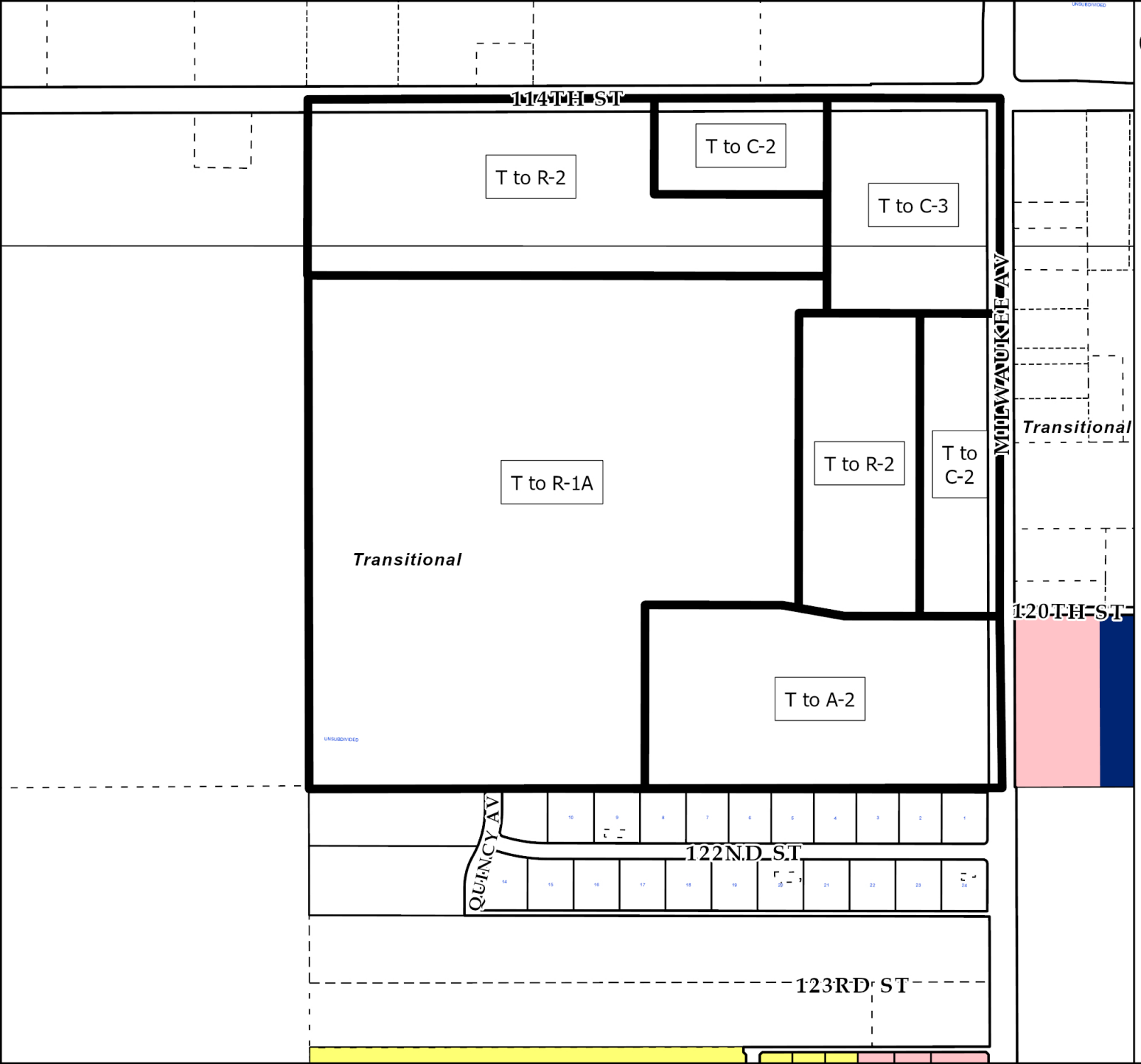
In Favor
Opposed
Created by Planning Department
Date: 9/1/2022
0
350
700
1,400 Feet

Case Number 3468





Current Zoning

3468

Zoning Districts

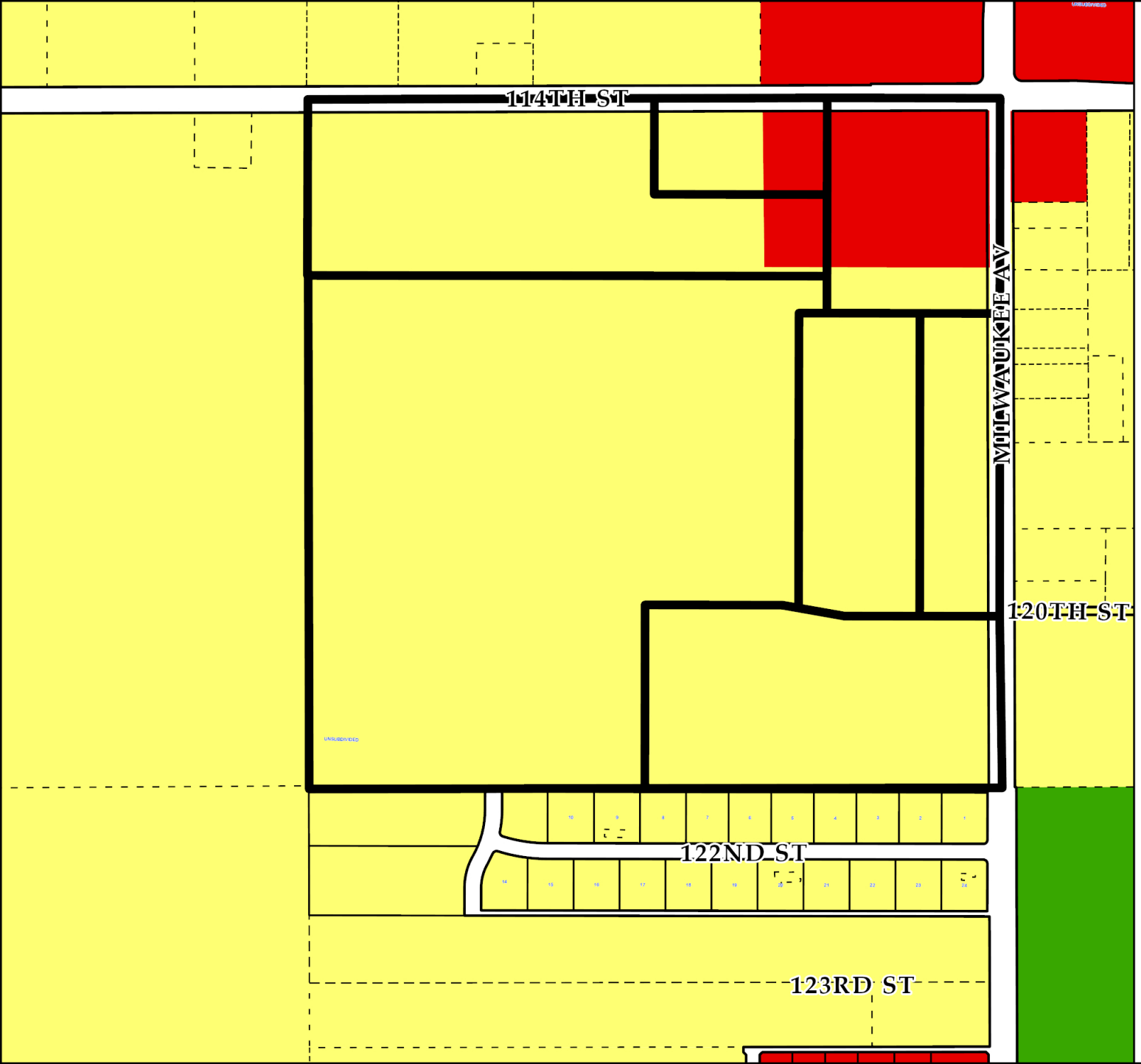
- Local Retail
- Industrial Park
- Single Family
- Transitional

N

0 300 600 Feet

City of Lubbock TEXAS

Date Exported: August 2022



Future Land Use Plan
Case 3468

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 300 600 Feet

City of Lubbock TEXAS

Date Exported: August 2022

3468

View to the north.

View to the east.

View to the south. Subject Property.

View to the west.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 120th Street and Milwaukee Avenue

Lots/Tracts: Unplatted land - Proposed Hillstone Development

Survey & Abstract: Section 19, Block AK

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 160.5

Existing Land Use: Vacant Existing Zoning: T

Requested Zoning: R-1A, R-2, A-2, C-2, C-3

If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

Representative/Agent Information (if different from owner)

Firm Name: Hugo Reed and Associates, Inc.

Name: Terry Holeman

Address: 1601 Avenue N City: Lubbock State: TX

ZIP Code: 79401 Telephone: 806-763-5642 Email: tholeman@hugoreed.com

Applicant's Signature: Terry Holeman

Date: July 28, 2022 Printed Name: Terry Holeman

Owner Information

Firm Name: DWTP, LLC

Owner: DWTP, LLC

Address: PO Box 64664 City: Lubbock State: TX

ZIP Code: 79464 Telephone: 806-543-0667 Email: tpayn3@gmail.com

Property Owner's Signature:

Date: July 28, 2022 Printed Name: Thomas Payne

Preparer Information

Preparer's Signature:

Date: Printed Name:

For City Use Only

Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

Lots: Blocks:

Addition:

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

HUB City Title
4415 66th Street, Suite 100
Lubbock, TX 79414

GF 220314 CM

Return to: Jack P. Driskill, McWhorter, Cobb & Johnson, P. O. Box 2547, Lubbock, Texas 79408

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Special Warranty Deed

Date: June 29, 2022

Grantor:	Williamson Family, LP, a Texas limited partnership
Grantor's Mailing Address (including county):	333 Busby Drive, San Antonio, Bexar County, Texas 78209
Grantee:	DWTP, LLC, a Texas limited liability company
Grantee's Mailing Address (including county):	P.O. Box 64664, Lubbock, Lubbock County, Texas 79464

Consideration: Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee's successors and assigns forever, all the real property, together with any improvements thereon, located in the County of Lubbock and State of Texas described as follows:

The surface estate only of the following described tract:

The Northeast One-quarter (NE/4) of Section Nineteen (19), Block AK, Lubbock County, Texas, being 160.48 acres of land, more or less, SAVE AND EXCEPT 12.019 acres, more or less, as more particularly described in the attached hereto as **Exhibit A**, and incorporated herein for all purposes;

together with all rights, privileges and appurtenances pertaining thereto and improvements located thereon (herein collectively called the "**Property**").

Grantee acknowledges that Grantor has not made and does not make any representations as to the physical condition of the Property, or any other matter affecting or related to the Property (other than warranties of title as provided and limited herein). Grantee expressly agrees that to the maximum extent permitted by law, the Property is conveyed "AS IS" and "WITH ALL FAULTS", and Grantor expressly disclaims, and Grantee acknowledges and accepts that Grantor has disclaimed, any and all representations, warranties or guaranties of any kind, oral or written, statutory express or implied (except as to title as herein provided and limited) concerning the Property. By Grantee's acceptance of this deed, Grantee represents that Grantee has made all inspections of the Property to determine its value and condition deemed necessary or appropriate by Grantee, including, without limitation, inspection for the presence of asbestos, pesticide residues, hazardous waste, other hazardous materials and underground storage tanks.

The personal property transferred to Grantee is sold, transferred, and delivered "AS IS" and "WITH ALL FAULTS"; further, Grantor excludes all warranties and representations, express or implied, including, without limitation, any warranty of merchantability or fitness for a particular purpose.

Reservations from and Exceptions to Conveyance and Warranties

1. Grantor hereby reserves and excepts from the Property conveyed hereby all oil, gas and other minerals on, in and under all of the Property, and that may be produced and saved therefrom. The excepted and reserved interest includes all bonuses, delay rentals, royalties, and all other rights and payments due or to become due

to Grantor, Grantor's successors and assigns under the terms of any future oil and gas lease or leases. Upon termination of any or all of such leases, if any, the interests of the lessee(s) thereunder shall revert to Grantor or Grantor's successors and assigns. The reservation set forth in this paragraph is hereinafter referred to as the **"Mineral Reservation."**

Notwithstanding the foregoing Mineral Reservation, and for the same consideration recited above, Grantor does hereby RELEASE, WAIVE, TRANSFER, ASSIGN, AND CONVEY to Grantee all rights to use all or any part of the surface of the Property, including, without limitation, the right to enter upon the surface of the Property for purposes of exploring for, developing, drilling, producing, transporting, mining, treating, storing or any other purposes incident to the development or production of the oil, gas and other minerals in and under the Property. Provided, however, nothing contained in this paragraph shall ever be construed to prevent Grantor or any mineral lessee from developing or producing the oil, gas and other minerals in and under the Property by pooling or by directional drilling under the Property from wellsites located on lands other than the Property, so long as such actions do not interfere with the use of the surface of the Property, including subjacent and lateral support for all structures or other improvements or facilities now or hereafter constructed on the Property.

2. All accrued and unpaid ad valorem taxes, the payment of which Grantee assumes; and subsequent assessments due to change in land usage, ownership, or both, the payment of which Grantee assumes;

3. Rights of parties in possession of all or any part of the Property.

4. Any state of facts an accurate personal inspection or survey of the Property would reveal and to all valid and subsisting restrictions, reservations, covenants and conditions, rights-of-way and easements and other matters of record, or visible on the ground, if any, to the extend they are still in full force and effect.

5. All valid and properly recorded outstanding mineral interests and oil and gas leases, if any, to the extent they are still in full force and effect;

6. All governmental rules, ordinances, regulations and laws, if any, affecting the Property.

Conveyance and Warranty: Grantor, for the Consideration and subject to the Reservations From and Exceptions to Conveyance and Warranties, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

Williamson Family, LP, a Texas limited partnership

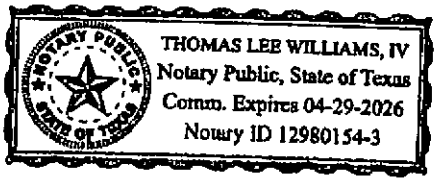
Williamson GP, LLC, a Texas limited liability company, its General Partner

By: Dawn Harral

Dawn Harral, Manager

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on the 29 day of June, 2022, by Dawn Harral, Manager of Williamson GP, LLC, a Texas limited liability company, General Partner of Williamson Family, LP, a Texas limited partnership, on behalf of said company on behalf of said partnership.



Notary Public, State of Texas

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION of a 160.48 acre tract of land, more or less, located in Section 19, Block A-K, Lubbock County, Texas, being that tract of land described under County Clerk File Number (CCFN) 2021066132, Official Public Records of Lubbock County (OPRLCT), Texas, said 160.48 acre tract being further described as follows:

BEGINNING at a "MAG" nail and shiner set for the Northeast corner of Section 19, Block A-K, Lubbock County, Texas;

THENCE S. 01°40'58" W., along the East line of said Section 19, a distance of 2639.91 feet to a 2" aluminum disc found at the Southeast corner of the Northeast Quarter of said Section 19 and the Southeast corner of this tract;

THENCE N. 88°15'26" W., along the North line of Happy Acres, a subdivision in section 19, Block A-K, as recorded in Volume 1676, Page 157, Deed Records of Lubbock County, Texas, a distance of 2649.89 feet to an axle found at the Southwest corner of the Northeast Quarter of said section 19, same being the Southeast corner of that 139.491 acre tract described in CCFN 2014029048, OPRLCT, and the Southwest corner of this tract;

THENCE N. 01°43'57" E., along the East line of said 139.461 acre tract, a distance of 2638.47 feet to a railroad spike found at the Northeast corner of said 139.461 acre tract, and the Northwest corner of this tract;

THENCE S. 88°17'18" E. along the North line of said Section 19, a distance of 2647.59 feet to the Point of Beginning.

SAVE AND EXCEPT:

METES AND BOUNDS DESCRIPTION of a 12.019 acre tract of land, more or less, located in Section 19, Block AK, Lubbock County, Texas, being a portion of that tract of land described under County Clerk File Number 2021066132, Official Public Records of Lubbock County, Texas, said 12.019 acre tract being further described as follows:

BEGINNING at a "MAG" nail with shiner found at the Northeast corner of this tract, same being the Northeast corner of Section 19, Block AK, Lubbock County, Texas;

THENCE S. 01°40'54" W., along the East line of said Section 19, a distance of 778.22 feet to a "MAG" nail with shiner set for the Southeast corner of this tract, from whence a 2" aluminum disc found at the Southeast corner of the Northeast Quarter of said Section 19 bears S. 01°40'54" W. a distance of 1861.69 feet;

THENCE N. 88°19'06" W. a distance of 55.00 feet to a ½" iron rod with cap marked "HUGO REED & ASSOC." set;

THENCE S. 46°41'48" W. a distance of 21.21 feet to a ½" iron rod with cap marked "HUGO REED & ASSOC." set;

THENCE N. 88°17'18" W. a distance of 581.46 feet to a ½" iron rod with cap marked "HUGO REED & ASSOC." set for the most Southerly Southwest corner of this tract;

THENCE N. 43°17'18" W. a distance of 14.14 feet to a ½" iron rod with cap marked "HUGO REED & ASSOC." set for the most Westerly Southwest corner of this tract;

THENCE N. 01°42'42" E. a distance of 783.25 feet to a "MAG" nail with shiner set in the North line of said Section 19 for the Northwest corner of this tract, from whence a railroad spike found bears N. 88°17'18" W. a distance of 1986.50 feet;

THENCE S. 88°17'18" E., along the North line of said Section 19, a distance of 661.04 feet to the Point of Beginning.

Bearings are relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, (2011, epoch 2010.0)
Distances are Surface, U.S. Survey Feet.

Contains: 523,547 square feet, more or less.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Kelly Pinion, County Clerk
Lubbock County, TEXAS
06/30/2022 03:56 PM
Recording Fee: $42.00
2022032094

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3468***

In Favor ___

Opposed ✓

Reasons and/or Comments:

Decrease property value & introduce crime across from our home.

Print Name Fritz L & Kleta K Gerner

Signature: [signature] & Kleta K Gerner

Address: 6722 114th St

Address of Property Owned: SAA

Phone Number: ___

Email: f.gerner@sbcglobal.net & k.kgerner@gmail.com

Zone Case Number: **3468** R136181 Recipient 4 of 30

GERNER FRITZ L & KLETA K
6722 114TH ST

LUBBOCK TX 79424-6027

RECEIVED
AUG 26 2022
BY: ___

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3468***

In Favor ____

Opposed X

Reasons and/or Comments:

The City's Comprehensive Plan notes on page 60 that "It is important that all uses be compatible to adjacent single-family uses (existing or proposed); all nonresidential and multi-family uses should provide appropriate buffering and or screening," and "Where single-family exists on one side of the street frontage, single family is the most appropriate use on the other side of the arterials." The proposed R-2 zoning on 114th St. does not align with this planning considering the existing adjacent single-family uses.

Print Name Derek G. Johnson

Signature: [signature]

Address: 6814 114th St., Lubbock, TX 79424

Address of Property Owned: 6814 114th St., Lubbock, TX 79424

Phone Number: 612-741-5997

Email: windfish1@yahoo.com

Zone Case Number: **3468** R66763 Recipient 11 of 30

JOHNSON DEREK G & KATHRIN N
6814 114TH ST

LUBBOCK TX 79424

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 5): Consider Ordinance No. 2022-O0150, for Zone Case 3469, a request of Hugo Reed and Associates, Inc. for Loop 88, LLC, for a zone change from Transition (T), Industrial Park (IDP) and Local Retail District (C-2) to Reduced Setback Single-Family District (R-1A) generally located south of 114th Street and east of Milwaukee Avenue, on 93.7 acres of unplatted land out of Block AK, Section 20.

Item Summary

On September 27, 2022, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on September 1, 2022, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 3469
Staff Report 3469
Documentation 3469

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3469; A ZONING CHANGE FROM T, IDP AND C-2 TO R-1A ZONING DISTRICT GENERALLY LOCATED SOUTH OF 114TH STREET AND EAST OF MILWAUKEE AVENUE, ON 93.7 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 20, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 3469

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T, IDP and C-2** to **R-1A** zoning district **generally located south of 114th street and east of Milwaukee Avenue, on 93.7 acres of unplatted land out of Block AK, Section 20,** City of Lubbock, Lubbock County, Texas, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 3. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 4. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager
Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure
Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3469
September 1, 2022

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

EXHIBIT "A"

PROPOSED R-1A ZONING

METES AND BOUNDS DESCRIPTION of an approximate 93.7 acre tract of land located in Section 20, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Southwest corner of this tract which bears S. 88°17'46" E. an approximate distance of 306.1 feet from the Southwest corner of the Northwest Quarter of Section 20, Block AK, Lubbock County, Texas;

THENCE N. 01°40'11" E. an approximate distance of 660.2 feet to a point;

THENCE S. 88°19'49" E. an approximate distance of 743.1 feet to a point;

THENCE N. 01°41'11" E. an approximate distance of 660.0 feet to a point;

THENCE N. 88°19'49" W. an approximate distance of 586.6 feet to a point;

THENCE N. 01°40'11" E. an approximate distance of 330.2 feet to a point;

THENCE N. 88°19'02" W. an approximate distance of 132.0 feet to a point;

THENCE N. 01°40'58" E. an approximate distance of 329.8 feet to a point for the Northwest corner of this tract;

THENCE S. 88°19'49" E. an approximate distance of 2312.5 feet to a point for the Northeast corner of this tract;

THENCE S. 01°40'07" W. an approximate distance of 660.0 feet to a point;

THENCE S. 01°40'11" W. an approximate distance of 1321.6 feet to a point for the Southeast corner of this tract;

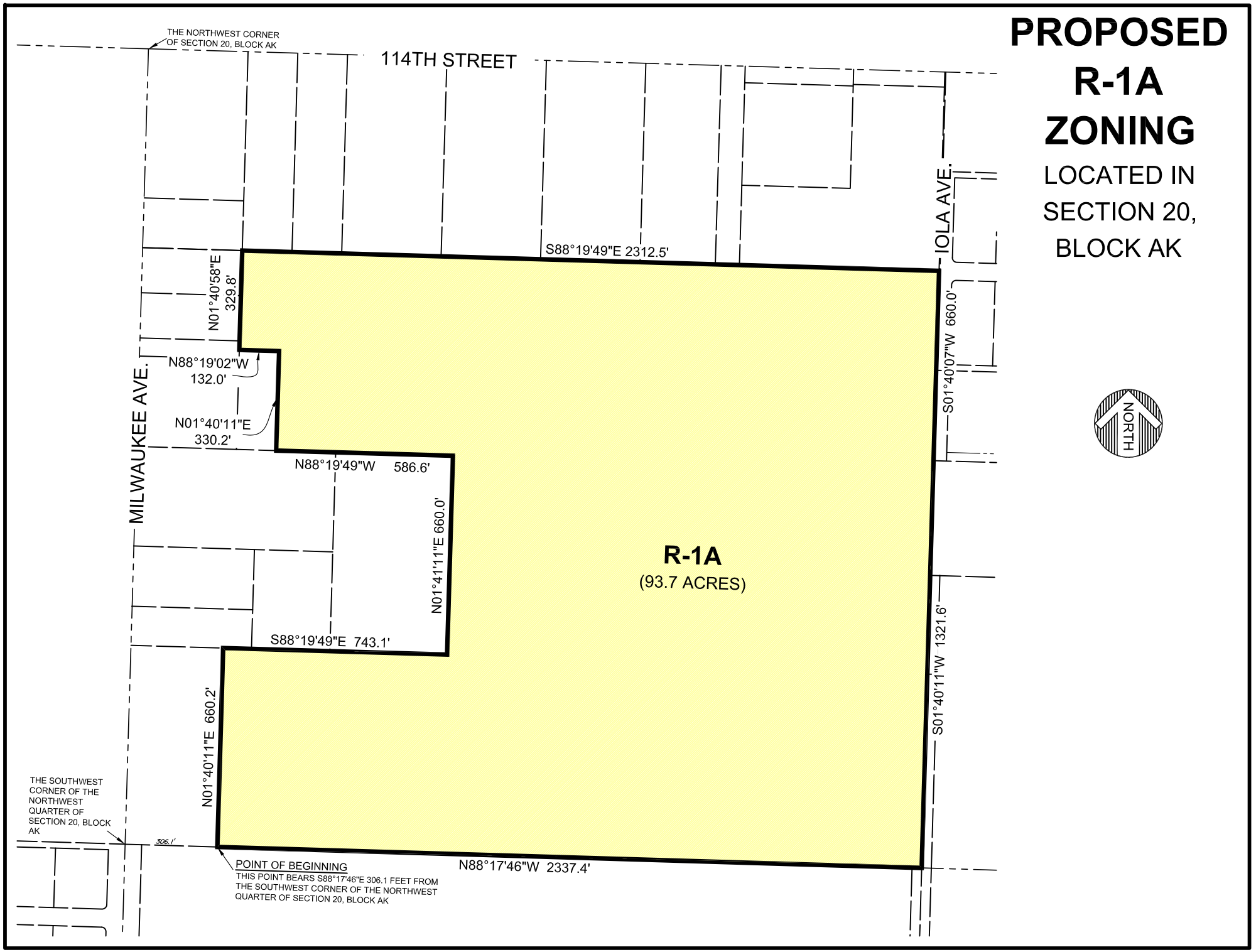
THENCE N. 88°17'46" W. an approximate distance of 2337.4 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE PURPOSES. DOES NOT REPRESENT AN ACTUAL SURVEY.

Prepared for LOOP 88 LLC
Contains: 93.7 Acres
July 28, 2022

PROPOSED R-1A ZONING

LOCATED IN SECTION 20, BLOCK AK



Planning Department
City of Lubbock

Staff Report	Zone Case 3469
City Council Meeting	September 27, 2022

Applicant Hugo Reed and Associates, INC.

Property Owner Loop 88, LLC

Council District 5

Recommendations

- Staff recommends approval of this request.

Prior Board or Council Action

- December 4, 2008, Ordinance No. 2008-O0104: This property was annexed into city limits and zoned Transition District (T).
- April 14, 2011, Zone Case 3151, Ordinance No. 2011-O0029: The southwest portion of this property was rezoned from T to Industrial Park District (IDP) and Local Retail District (C-2).
- September 1, 2022: The Planning and Zoning Commission recommended approval for a zone change from Transition (T), Industrial Park (IDP), and Local Retail District (C-2) to Reduced Setback Single-Family District (R1-A) by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 32
- Received In Favor: 0
- Received In Opposition: 1

Site Conditions and History

This property is currently vacant and consists of 93.7 acres of unplatted land out of Block AK, Section 20.

Adjacent Property Development

This property is surrounded by property zoned Transition District (T), with baseball fields to the south, residential and vacant land to the west, a church and residential to the north, and residential to the west.

Item Summary

This property is generally located south of 114th street and east of Milwaukee Avenue. The applicant is requesting a zone change from Transition District (T), Industrial Park (IDP), and Local Retail District (C-2) to Reduced Setback Single-Family District (R-1A).

Current zoning: **Transition (T), Industrial Park (IDP), Local Retail District (C-2)**

Requested zoning: **Reduced Setback Single-Family District (R-1A)**

Intent Statements

The intent of the current T zoning is "… to protect existing and future development in newly annexed territory until the proper zone classification can be determined and established by zone change."

The intent of the current IDP zoning is "… to provide industrial park-planned-unit-development along major thoroughfare and expressway corridors so that persons entering the city along those corridors will receive a good first impression and to maintain a quality appearance which will stabilize or increase real property values."

The Intent of the current C-2 zoning is "… to provide limited local retail and service commercial uses which serve one of several neighborhoods. Such districts may be located on existing thoroughfares or at the intersections of major thoroughfares.

The intent of the proposed R-1A zoning is "…to promote orderly and proper development of single-family residential units, to protect established and future single-family residential developments from inharmonious and harmful land uses, and to provide a "quality environment" for the residents of the district and city."

Traffic Network/Infrastructure Impacts
The location is along Iola Avenue, which is designated as a Collector and 120th street, which is designated as a Local Street by the Master Thoroughfare Plan, 2018. Collectors provide access and movement within residential, commercial, and industrial areas. Local Streets provide access to smaller, destination-oriented areas, such as neighborhoods, subdivisions or local business districts.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for Residential Low Density. The requested zone change to R-1A is consistent with the Future Land Use Plan and Comprehensive Plan Principles.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance.

Suitability of Property for Allowed Uses
The property is suitable for residential use. Additional infrastructure improvements will be necessary since the property has not been platted.

Attachments

A. Case Information
B. Thoroughfare Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and supporting documentation
I. Notification Replies

Staff Contacts

Gregory Hernandez
Planner
Planning Department
806-775-3147
ghernandez@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-2109
VEscamilla@mylubbock.us

Case Information: Zone Case 3469

Allowable Uses: Reduced Setback Single-Family District (R-1A)

Transportation: The proposed development has point of access from 120th street, 122nd street, and Iola Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
120th street, *Local Street, Not Completed*	R.O.W. 30 feet, two-lane, undivided, unpaved	R.O.W. 30 feet, two-lane, undivided, paved
122nd street, *Collector Street, Not Completed*	N/A	R.O.W. 64 feet, two-lane, undivided, paved
Iola Avenue, *Collector street, not completed*	R.O.W. 40 Feet, two-Lane undivided, unpaved	R.O.W. 64 feet, two lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

District 5

5.13 **Zone Case 3469:** Hugo Reed and Associates, Inc. for Loop 88, LLC, request for a zone change from Transition (T), Industrial Park (IDP) and Local Retail District (C-2) to Reduced Setback Single-Family District (R-1A) at:

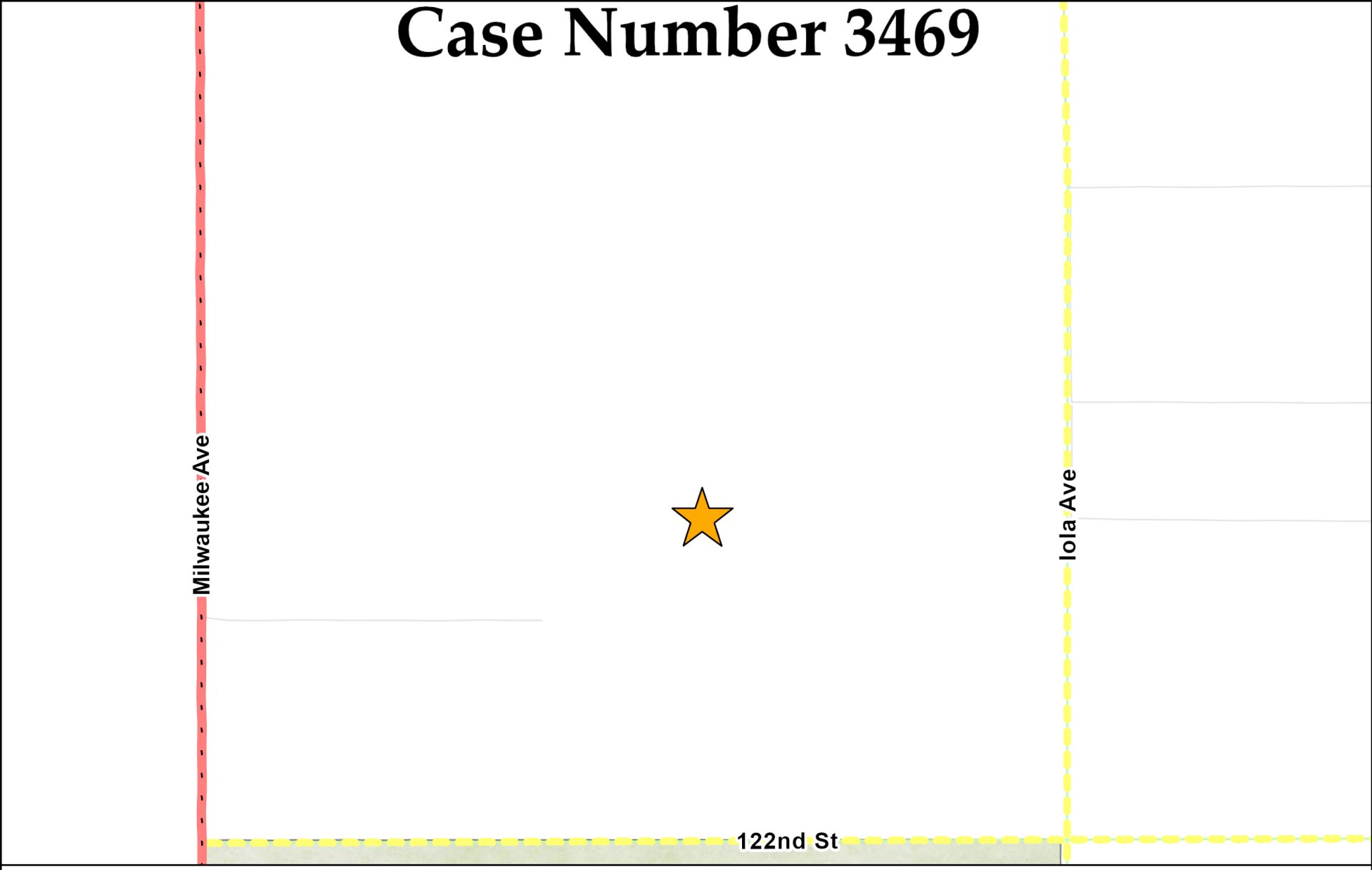
- Generally located south of 114th street and east of Milwaukee Avenue, on 93.7 acres of unplatted land out of Block AK, Section 20.

PLANNER GREG HERNANDEZ stated there were thirty-one (31) notifications sent out and one (1) returned in opposition. The one returned in opposition did not state a reason. Staff shared the location of the property including pictures and maps, discussing the surrounding properties. Staff recommends approval of the request.

APPLICANT TERRY HOLEMAN 1601 Avenue N, Hugo Reed and Associates, Inc. stated this is their June Estates development. Mr. Holeman discussed the details of the zone change request.

In the matter of **Zone Case 3469**, a motion was made by **JAMES BELL** and seconded by **ABEL HERNANDEZ** to approve the request and the Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. Item will be forwarded to City Council for consideration.

Case Number 3469

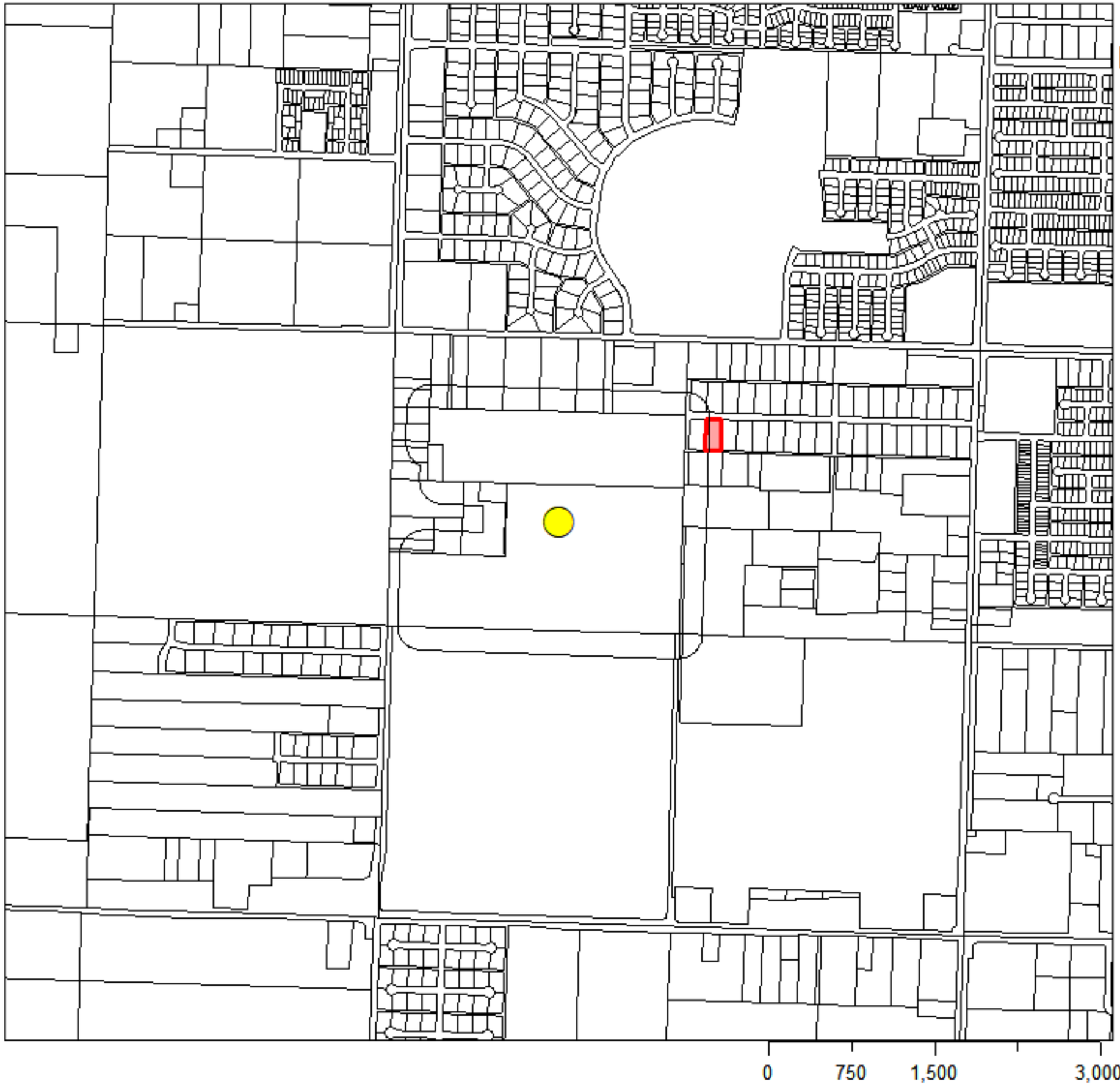


Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: August 2022

PZC Mailout Notifications Received



N

Legend

- LocatorPnt3469
- MailoutBuffer3469
- <all other values>

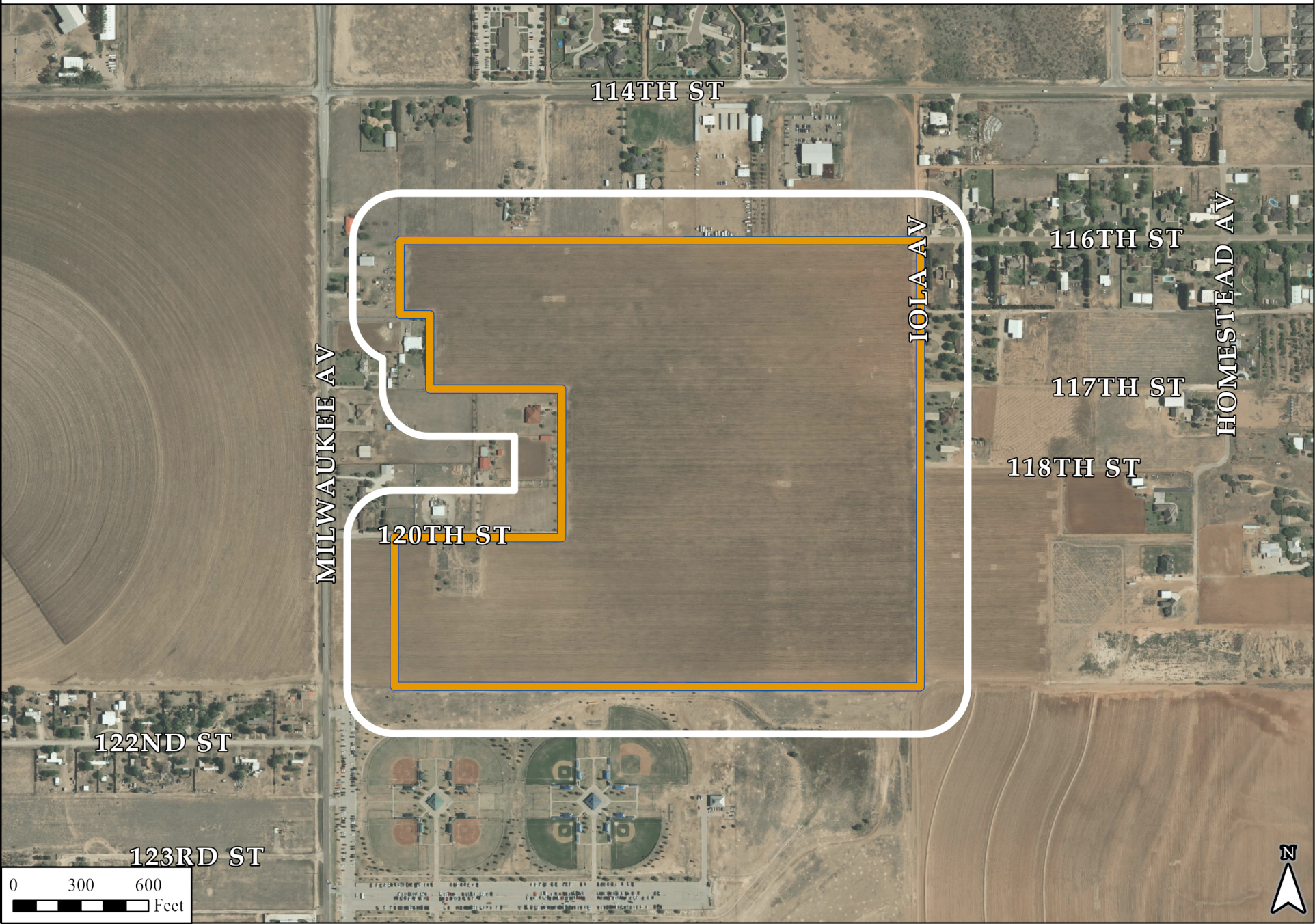
Notification Result

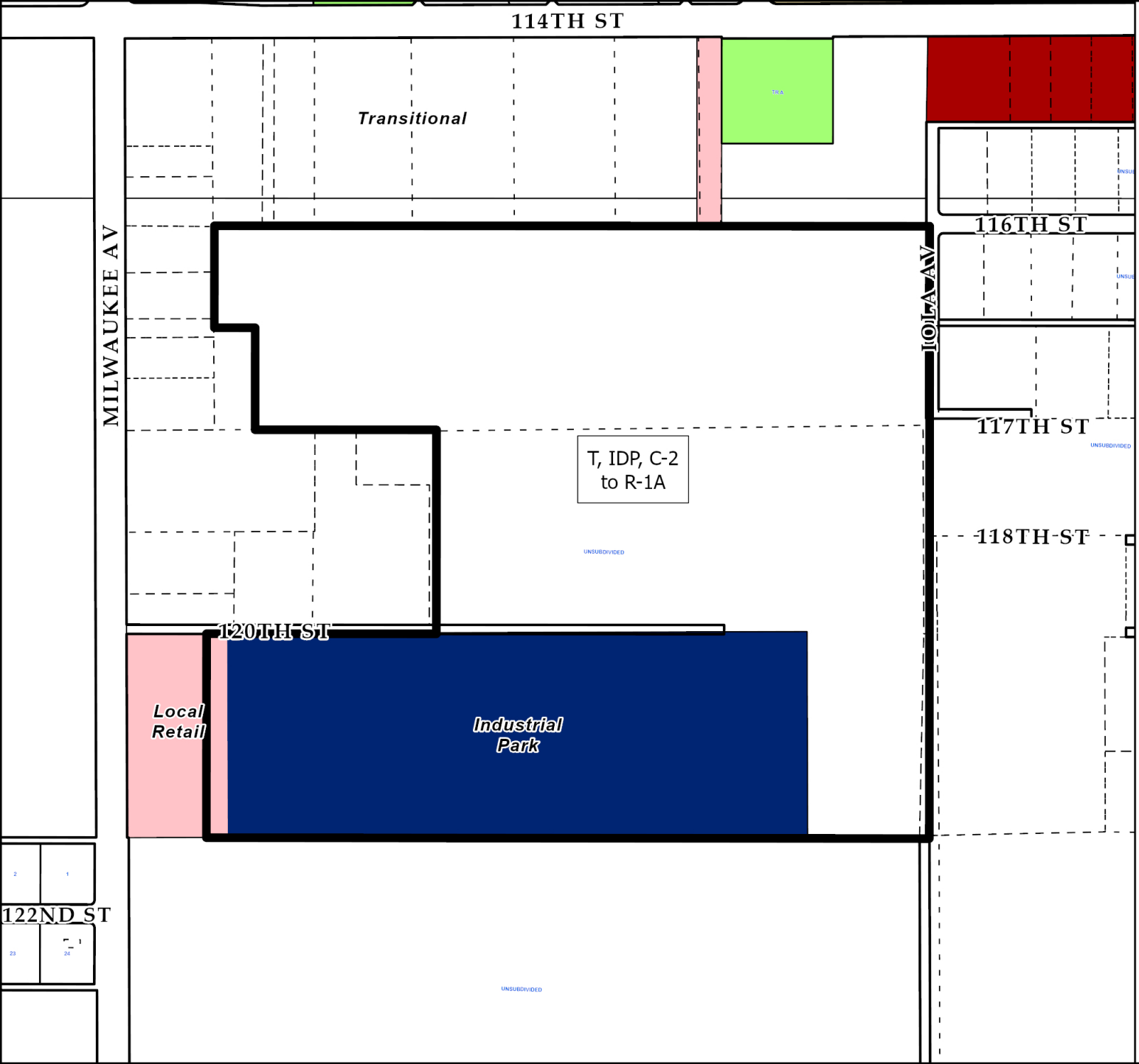
- In Favor
- No Feedback
- Opposed
- LCAD.DBO.TaxParcel

0 750 1,500 3,000 Feet

Created by Planning Department
Date: 8/31/2022

Case Number 3469





Current Zoning

3469

Zoning Districts

- High Density Apartment
- Restricted Local Retail
- Local Retail
- Commercial
- Industrial Park
- Transitional

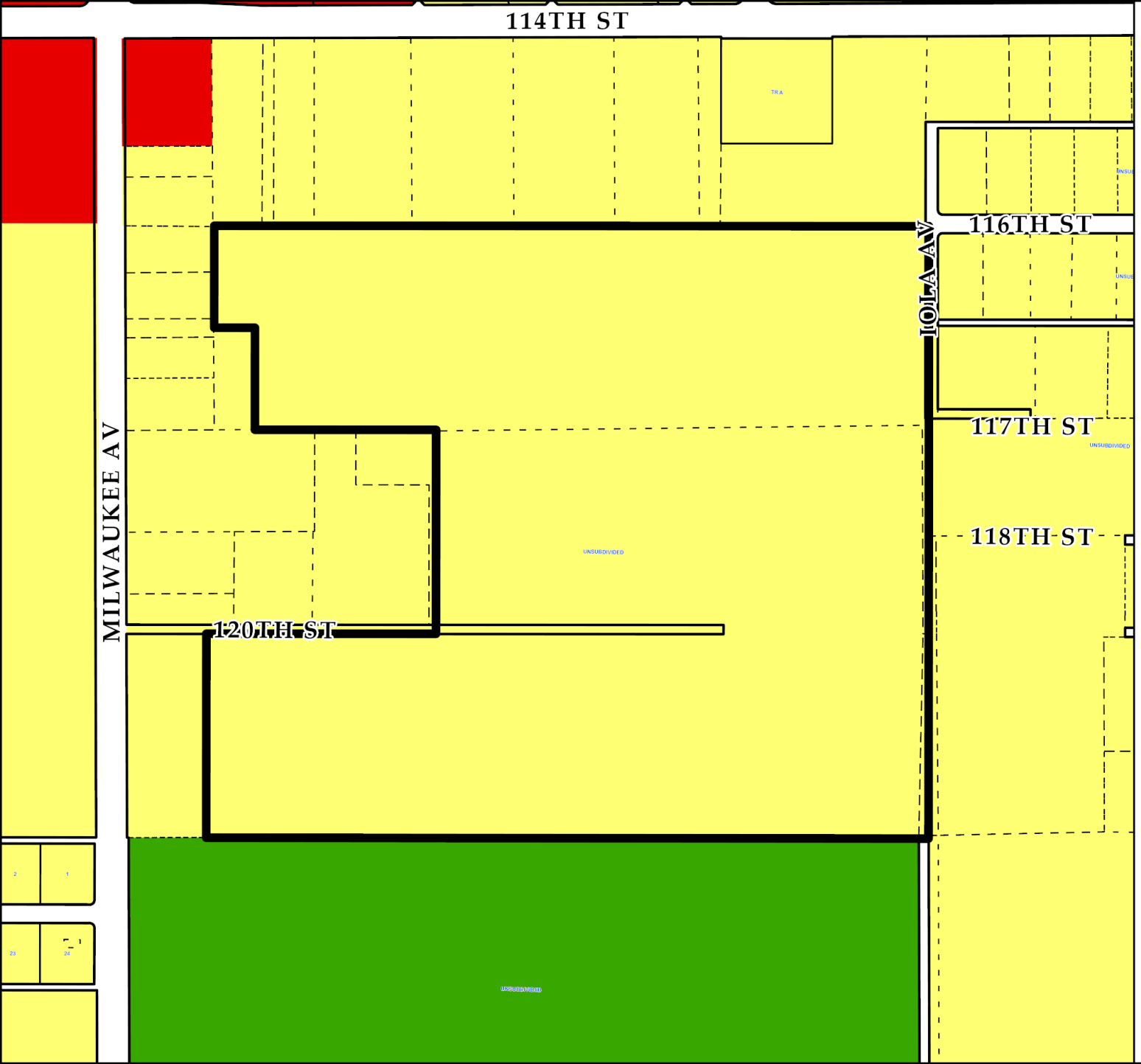
N

0 100 200 300 400 500

Feet

City of Lubbock TEXAS

Date Exported: August 2022



Future Land Use Plan
Case 3469

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 300 600 Feet

City of Lubbock TEXAS

Date Exported: August 2022

3469

Subject property. View to the north.

View to the east.

View to the east.

View to the west.

City of Lubbock TEXAS
PLANNING

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 120th Street and Milwaukee Avenue

Lots/Tracts: Unplatted land - Proposed June Estates

Survey & Abstract: Section 20, Block AK

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 93.7

Existing Land Use: Vacant Existing Zoning: T, IDP, C-2

Requested Zoning: R-1A

If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

Representative/Agent Information (if different from owner)

Firm Name: Hugo Reed and Associates, Inc.

Name: Terry Holeman

Address: 1601 Avenue N City: Lubbock State: TX

ZIP Code: 79401 Telephone: 806-763-5642 Email: tholeman@hugoreed.com

Applicant's Signature: Terry Holeman

Date: July 28, 2022 Printed Name: Terry Holeman

Owner Information

Firm Name: Loop 88, LLC

Owner: Loop 88, LLC

Address: PO Box 64664 City: Lubbock State: TX

ZIP Code: 79464 Telephone: 806-543-0667 Email: tpayn3@gmail.com

Property Owner's Signature:

Date: July 28, 2022 Printed Name: Thomas Payne

Preparer Information

Preparer's Signature:

Date: Printed Name:

For City Use Only

Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

Lots: Blocks:

Addition:

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3469***

In Favor ___

Opposed X

Reasons and/or Comments:

Print Name SHARON K, BELL FOR Polly JARRETT
Signature: Sharon K Bell
Address: 6015 116 St
Address of Property Owned: 6015 116 St
Phone Number: (806) 784-4331
Email: SKbell1874@yahoo.com

Zone Case Number: **3469** R46385
JARRETT FRANCIS P REV LIVING TRUST
6015 116TH ST

LUBBOCK TX 79424

Recipient 27 of 32

RECEIVED
AUG 31 2022
BY:

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 6): Consider Ordinance No. 2022-O0151, for Zone Case 2538-DD, a request of AMD Engineering, LLC for 806 Land Group, LLC, for a zone change from Single-Family District (R-1) and Two Family District (R-2) to General Retail District (C-3) generally located south of 4th Street and east of Upland Avenue, on 15.65 acres of unplatted land out of Block JS, Section 10.

Item Summary

On September 27, 2022, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on September 1, 2022, and recommended approval of the request by a vote of 7-0-1.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 2538-DD
Staff Report 2538-DD
Documentation 2538-DD

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 2538-DD; A ZONING CHANGE FROM R-1 AND R-2 TO C-3 ZONING DISTRICT GENERALLY LOCATED SOUTH OF 4TH STREET AND EAST OF UPLAND AVENUE, ON 15.65 ACRES OF UNPLATTED LAND OUT OF BLOCK JS, SECTION 10, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 2538-DD

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 and R-2** to **C-3** zoning district **generally located south of 4th street and east of Upland Avenue, on 15.65 acres of unplatted land out of Block JS, Section 10,** City of Lubbock, Lubbock County, Texas, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 3. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 4. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC2538-DD
September 1, 2022

AMD ENGINEERING, LLC

DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 10, BLOCK JS,
LUBBOCK COUNTY, TEXAS

(Sheet 1 of 2, Sketch of tract attached as Sheet 2)

METES AND BOUNDS DESCRIPTION of a 15.65 acre tract of land located in Section 10, Block JS, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point that bears N 88° 09' 35" W an approximate distance of 95.05 feet and N 01° 50' 25" E an approximate distance of 60.00 feet from the northwest corner of Section 10, Block JS;

THENCE S 88° 09' 35" E an approximate distance of 1452.15 feet;

THENCE S 43° 14' 05" E an approximate distance of 21.24 feet;

THENCE S 01° 41' 25" W an approximate distance of 304.68 feet;

THENCE S 46° 45' 55" W an approximate distance of 14.12 feet;

THENCE N 88° 09' 35" W an approximate distance of 877.00 feet;

THENCE S 01° 41' 25" W an approximate distance of 289.32 feet;

THENCE S 46° 41' 25" W an approximate distance of 21.21 feet;

THENCE N 88° 18' 35" W an approximate distance of 594.85 feet;

THENCE N 43° 19' 23" W an approximate distance of 14.15 feet;

THENCE N 01° 39' 49" E an approximate distance of 175.62 feet;

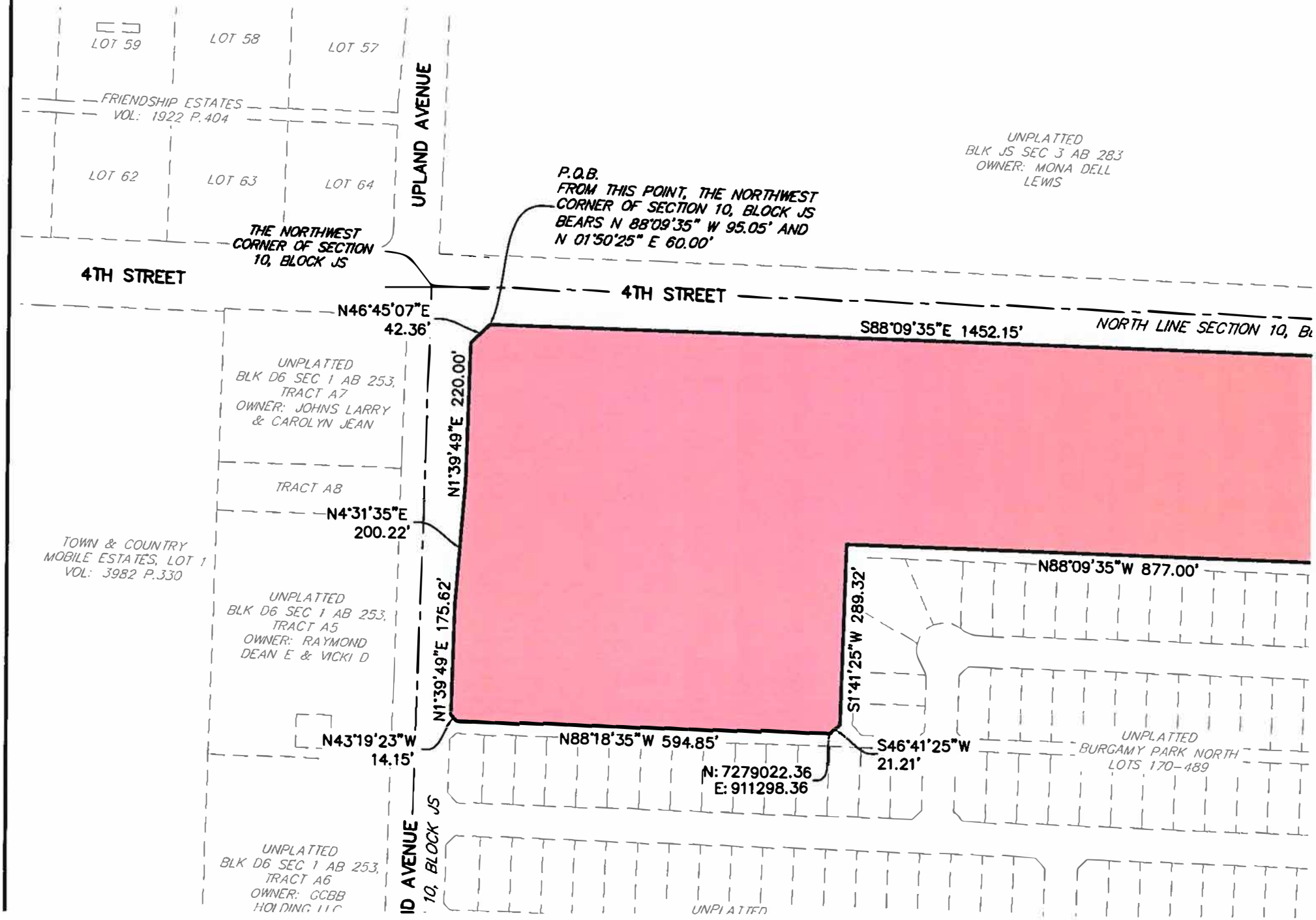
THENCE N 04° 31' 35" E an approximate distance of 200.22 feet;

THENCE N 01° 39' 49" E an approximate distance of 220.00 feet;

THENCE N 46° 45' 07" E an approximate distance of 42.36 feet to the Point of Beginning and containing approximately 15.65 acres.

This description was prepared for purposes of a zoning request and does not represent a survey made upon the ground.

Prepared for: 806 LAND GROUP, LLC
July 20, 2022


LOT 59
LOT 58
LOT 57
FRIENDSHIP ESTATES
VOL: 1922 P.404
LOT 62
LOT 63
LOT 64
UPLAND AVENUE
UNPLATTED
BLK JS SEC 3 AB 283
OWNER: MONA DELL
LEWIS
P.O.B.
FROM THIS POINT, THE NORTHWEST
CORNER OF SECTION 10, BLOCK JS
BEARS N 88°09'35" W 95.05' AND
N 01°50'25" E 60.00'
THE NORTHWEST
CORNER OF SECTION
10, BLOCK JS
4TH STREET
4TH STREET
N46°45'07"E
42.36'
S88°09'35"E 1452.15'
NORTH LINE SECTION 10, BL
UNPLATTED
BLK D6 SEC 1 AB 253,
TRACT A7
OWNER: JOHNS LARRY
& CAROLYN JEAN
N1°39'49"E 220.00'
TRACT A8
N4°31'35"E
200.22'
TOWN & COUNTRY
MOBILE ESTATES, LOT 1
VOL: 3982 P.330
UNPLATTED
BLK D6 SEC 1 AB 253,
TRACT A5
OWNER: RAYMOND
DEAN E & VICKI D
N1°39'49"E 175.62'
N88°09'35"W 877.00'
S1°41'25"W 289.32'
N43°19'23"W
14.15'
N88°18'35"W 594.85'
S46°41'25"W
21.21'
N: 7279022.36
E: 911298.36
UNPLATTED
BURGAMY PARK NORTH
LOTS 170-489
UPLAND AVENUE
10, BLOCK JS
UNPLATTED
BLK D6 SEC 1 AB 253,
TRACT A6
OWNER: GCBB
HOLDING LLC
UNPLATTED

Planning Department
City of Lubbock

Staff Report	Zone Case 2538-DD
City Council Meeting	September 27, 2022

Applicant AMD Engineering, LLC

Property Owner 806 Land Group, LLC

Council District 6

Recommendations
- Staff recommends approval of this request.

Prior Board or Council Action
- September 27, 1984, Ordinance No. 8660: This property was annexed into city limits and zoned Transition District (T).
- October 10, 1985, Zone Case 2538, Ordinance No. 8827: This property was rezoned from T to Single-Family District (R-1).
- November 16, 2021, Zone Case 2538- W, Ordinance No. 2021-00156: This property was rezoned from R-1 to Two-Family District (R-2).
- September 1, 2022: The Planning and Zoning Commission recommended approval for a zone change from Single-Family District (R-1) and Two-Family District (R-2) to General Retail District (C-3) by a vote of 7-0-1.

Notification Summary
- Notifications Sent: 9
- Received In Favor: 1
- Received In Opposition: 0

Site Conditions and History
The property is currently vacant and consists of 15.65 acres of unplatted land out Block JS, Section 10.

Adjacent Property Development
This property is surrounded by vacant land zoned Single-Family District (R-1) to the north, east, and west. There is vacant land to the south zoned Two-Family District (R-2).

Item Summary
The subject property is generally located south of 4th street and east of Upland Avenue. The applicant is requesting a zone change from Single-Family District (R-1) and Two-Family District (R-2) to General Retail District (C-3).

Current zoning: **Single-Family District (R-1), Two-Family District (R-2)**

Requested zoning: **General Retail District (C-3)**

Intent Statements

The intent of the current R-1 zoning is "… to promote orderly and proper development of single-family residential units; to protect established and future single-family residential developments from inharmonious and harmful land uses; and to provide a "quality environment" for the residents of the district and city."

The intent of the current R-2 zoning is "… to promote stable, quality residential development of slightly increased densities and multiple occupancy. This district may include entire neighborhoods or when used in accordance with the intent of the comprehensive plan, may provide a "buffer" district between low-density and high-density or non-residential districts."
The intent of the proposed C-3 zoning is "… to provide for general commercial uses which are medium activity centers in terms of generated traffic. Such districts should be adjacent to local or regional thoroughfares such as state or federal highways. Because of the commercial nature of the permitted uses, compatibility with adjacent residential areas should be considered."

Traffic Network/Infrastructure Impacts
The location is south of 4th street and east of Upland Avenue, both of which are designated as Principal Arterials by the Master Thoroughfare Plan, 2018. Arterials are continuous routes whose function is to serve high volume needs of local and regional traffic.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for Commercial Use and Residential Low Density. C-3 would be partially compatible with this designation. Due to the location being at the intersection of two Principal Arterials, C-3 would be an appropriate zoning for the property.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance. The property is located on the corner of two Principal Arterial streets, which is an appropriate location for C-3.

Suitability of Property for Allowed Uses
The property is suitable for commercial use. Additional infrastructure improvements will be necessary, as the property has not been platted.

Attachments

A. Case Information
B. Thoroughfare Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and supporting documentation
I. Notification Replies

Staff Contacts

Gregory Hernandez
Planner
Planning Department
806-775-3147
ghernandez@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-2109
VEscamilla@mylubbock.us

Case Information: Zone Case 2538-DD

Allowable Uses: General Retail District (C-3)

Transportation: The proposed development has point of access from 120th street, 122nd street, and Iola Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
4th street, *Principal Arterial (Modified), Not Completed*	R.O.W. 100 feet, four-lane, undivided, paved	R.O.W. 110 feet, five-lane, undivided, paved
Upland avenue, *Collector Street, Not Completed*	R.O.W 80 feet, two-lane, undivided, paved	R.O.W. 110 feet, five-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

District 6

5.14 **Zone Case 2538-DD:** AMD Engineering, LLC for 806 Land Group, LLC request a zone change from Single-Family District (R-1) and Two Family District (R-2) to General Retail District (C-3) at:

- Generally located south of 4th street and east of Upland Avenue, on 15.65 acres of unplatted land out of Block JS, Section 10.

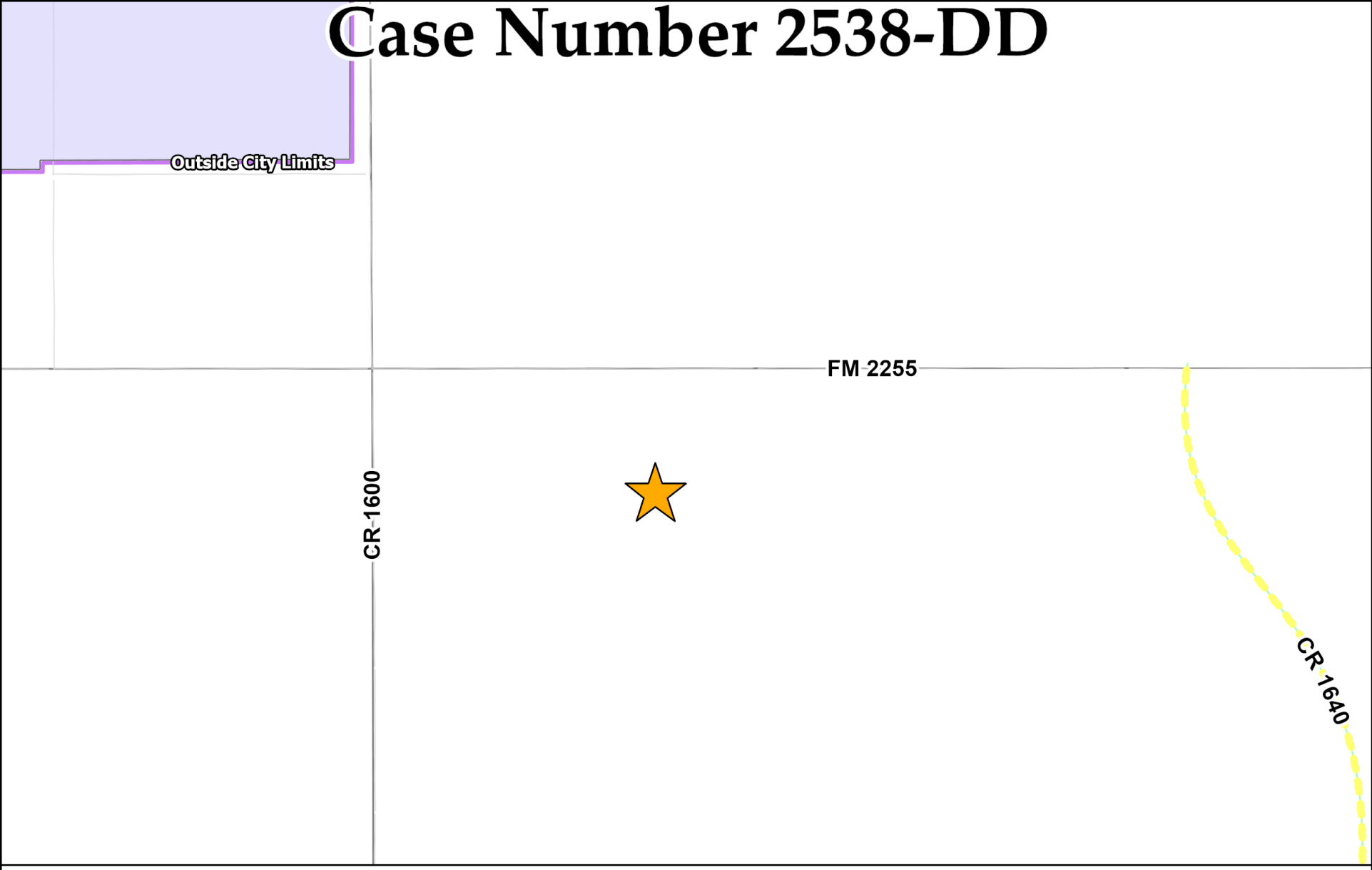
PLANNER GREG HERNANDEZ stated there were nine (9) notifications sent out and one (1) returned in favor. Staff shared the location of the property including pictures and maps, discussing the surrounding properties. Staff recommends approval of the request.

APPLICANT CORY DULIN 6515 68th Street AMD Engineering stated he had nothing to add and was available for questions.

In the matter of **Zone Case 2538-DD**, a motion was made by **JAMES BELL** and seconded by **BRANDON HARDAWAY** to approve the request and the Commission members voted 7 (in favor) to 0 (in opposition) with 1 (recusal) to approve the motion. Item will be forwarded to City Council for consideration.

JORDAN WHEATLEY recused from the case.

Case Number 2538-DD



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: August 2022

PZC Mailout Notifications Received

N

Legend

- LocatorPnt2538_DD
- MailoutBuffer2538_DD
- <all other values>

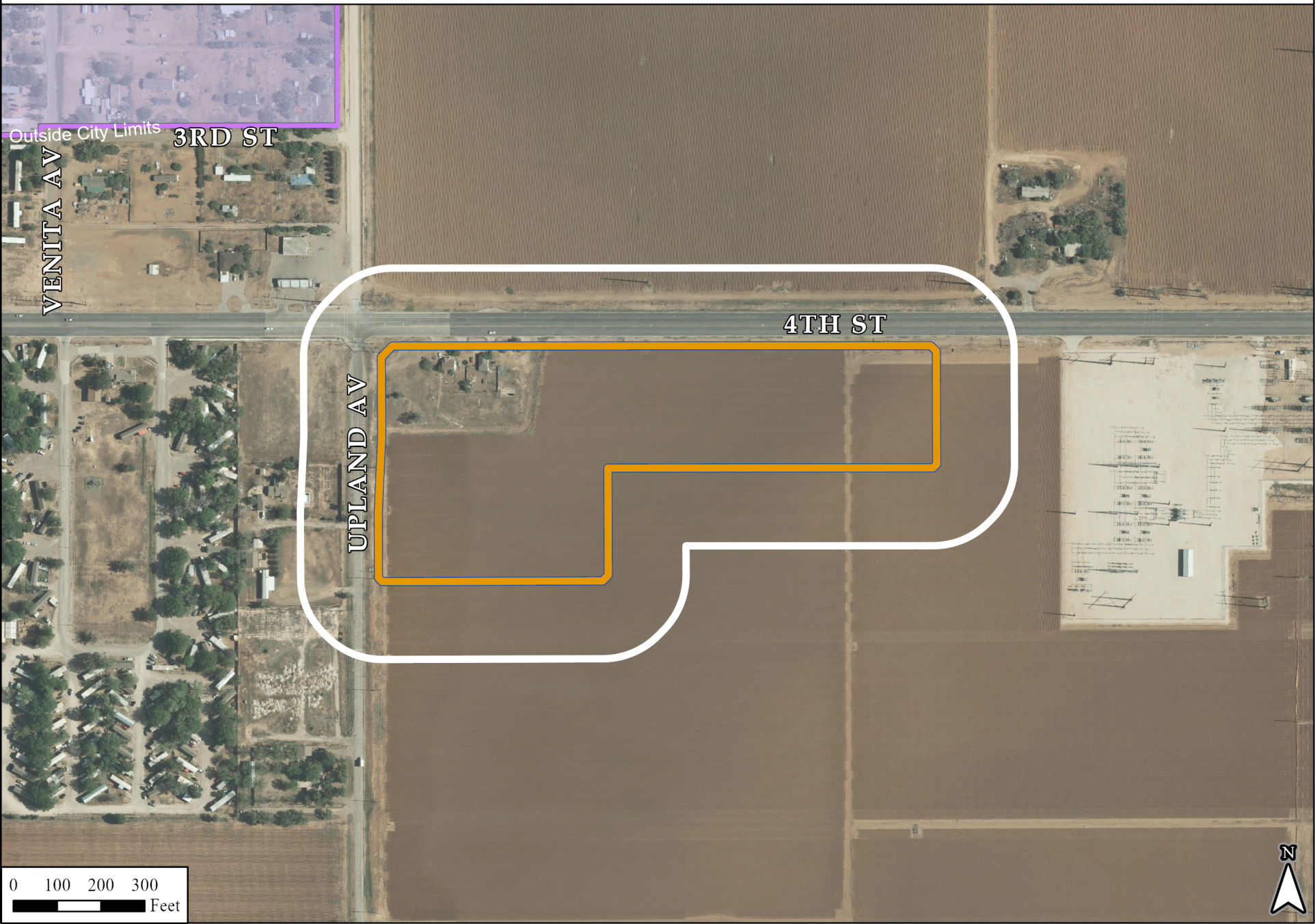
Notification Result

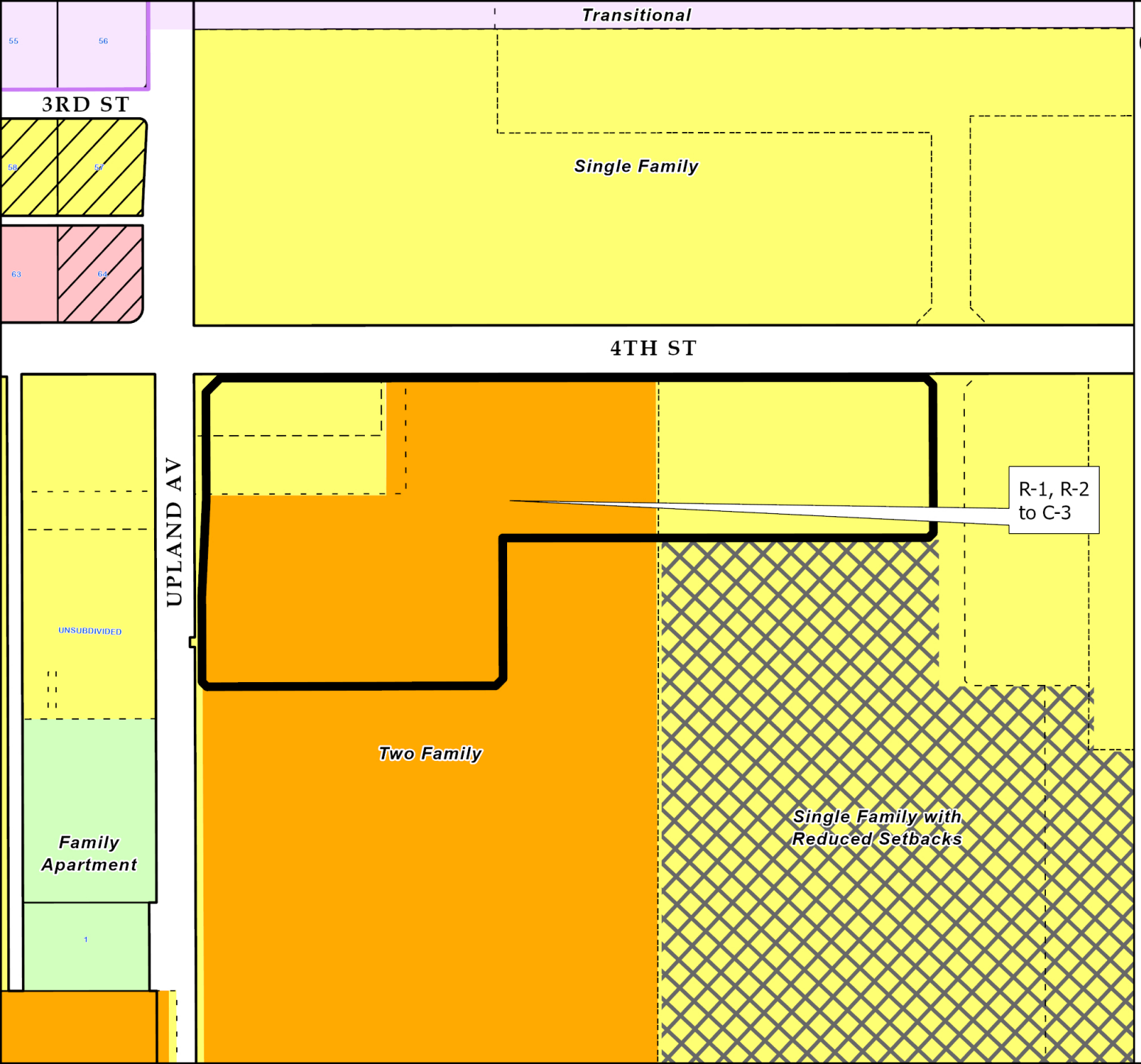
- In Favor
- No Feedback
- Opposed
- LCAD.DBO.TaxParcel

0 750 1,500 3,000 Feet

Created by Planning Department
Date: 8/24/2022

Case Number 2538-DD





Current Zoning
2538-DD
Zoning Districts

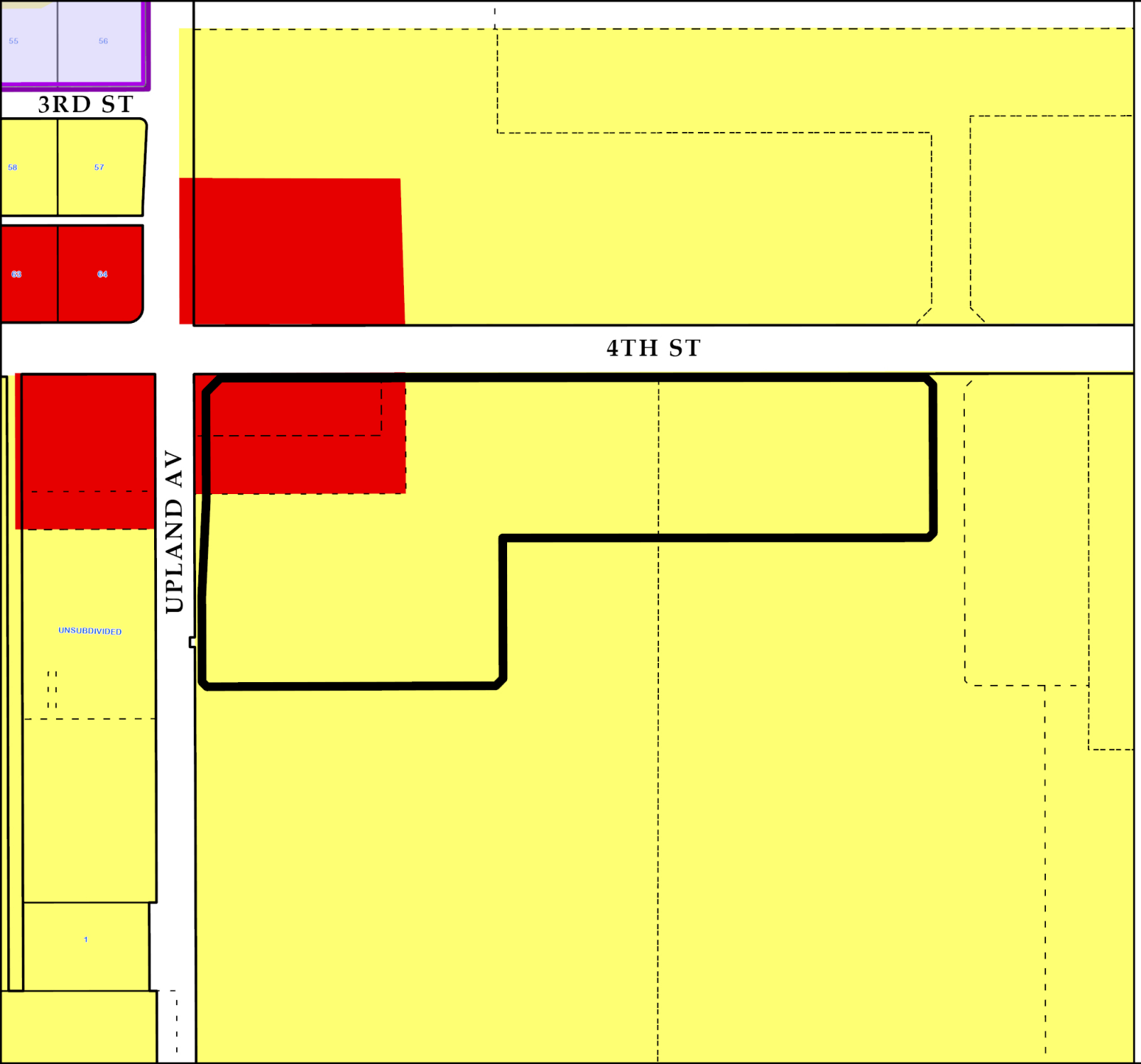
- Family Apartment
- Local Retail
- Local Retail Specific Use
- Single Family
- Single Family Specific Use
- Single Family with Reducded Setbacks
- Two Family
- Transitional

N

0 100 200 300
Feet

City of Lubbock TEXAS

Date Exported: August 2022



Future Land Use Plan
Case 2538-DD

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: August 2022

2538-DD

Subject property. View to the east.

View to the north

View to the east.

View to the west.

DocuSign Envelope ID: F87561E2-244A-49B1-BC85-B5C72D066C73

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: SE Corner of Upland Ave and 4th Street

Lots/Tracts: Not Currently Platted

Survey & Abstract: Section 10, Block JS

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 15.65

Existing Land Use: _____ Existing Zoning: R-2

Requested Zoning: C-3

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: AMD Engineering, LLC

Name: Will Stephens

Address: 6515 68th Street, Suite 300 City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-771-5976 Email: wstephens@amdeng.com

Applicant's Signature: _____

Date: 07/20/2022 Printed Name: Will Stephens

Owner Information

Firm Name: 806 Land Group, LLC

Owner: Jordan Wheatley

Address: 3913 114th St., Ste. #7 City: Lubbock State: TX

ZIP Code: 79423 Telephone: 806-781-7928 Email: jordan@jwlubbock.com

Property Owner's Signature: DocuSigned by: Jordan Wheatley 0AB4385CA180453...

Date: 7/21/2022 Printed Name: Jordan Wheatley

Preparer Information

Preparer's Signature: _____

Date: 07/20/2022 Printed Name: Will Stephens

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____

Request for zoning change from: _____ To: _____

Lots: _____ Blocks: _____

Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

8/22

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

EMAIL PLEASE

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***2538-DD***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name JORDAN WHEATLEY

Signature: [signature]

Address: 3913 114th ST, SUITE #7

Address of Property Owned: ____

Phone Number: 806 781 7928

Email: JORDAN@JWLUBBOCK.COM

Zone Case Number: **2538-DD** R342975 Recipient 4 of 9

806 LAND GROUP LLC
3913 114TH ST
STE 7

LUBBOCK TX 79423-2277

AI# 11065
Regular City Council Meeting **7. 1.**
10/11/2022:

Information

Agenda Item

Board Appointments - City Secretary: Consider appointments to the Electric Utility Board.

Item Summary

Pursuant to Section 2.03.415 (e) of the City of Lubbock Code of Ordinances, the Electric Utility Board (EUB) is charged with recommending to the City Council individuals for appointment to the EUB. The following Electric Utility Board members have terms that will expire November 1, 2022: Jane Henry, Kevin McMahon, Daniel Odom, and Gwendolyn Stafford. Kevin McMahon, Daniel Odom and Gwendolyn Stafford are all eligible for reappointment. Kevin McMahon has declined the opportunity to be considered for reappointment.

The board is recommending the following: to reappoint Daniel Odom and Gwendolyn Stafford and appoint Petra Gambles and Dr. Gonzalo Ramirez to replace Jane Henry and Kevin McMahon.

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

EUB Resolution

RESOLUTION

WHEREAS, the Electric Utility Board (the "EUB") was created by Chapter 1, Article XII, Section 1, of the City Charter of the City of Lubbock (the "City Charter");

WHEREAS, the City Charter prescribes that the EUB shall be composed of nine (9) members, each to serve terms of two (2) years;

WHEREAS, the terms of four (4) members of the EUB expire on November 1, 2022;

WHEREAS, pursuant to Section 2.03.415(e) of the Code of Ordinances, City of Lubbock, Texas, the EUB is charged with recommending to the City Council of the City Lubbock ("City Council") individuals for appointment to the EUB;

WHEREAS, the EUB desires to recommend to the City Council that the following named individuals be reappointed or appointed, as applicable, to the EUB; NOW, THEREFORE:

BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the following individuals are hereby recommended to the City Council to be reappointed or appointed, as applicable, to the Electric Utility Board for a two-year term, expiring on November 1, 2024, to-wit:

1. Dan Odom
2. Gwen Stafford
3. Petra Gambles
4. Dr. Gonzalo Ramirez

Passed by the Electric Utility Board this 4th day of October, 2022.

DAOdom

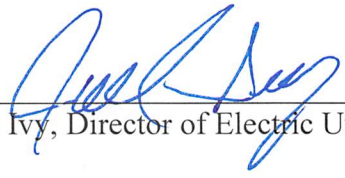
Dan Odom, Chairman

ATTEST:

_____

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:



Joel Ivy, Director of Electric Utilities

APPROVED AS TO FORM:

Jenny Smith, LP&L General Counsel

AI# 11058
Regular City Council Meeting 7. 2.
10/11/2022:

Information

Agenda Item

Board Appointments - City Secretary: Consider appointments to the Airport Board, Central Business District Tax Increment Financing Reinvestment Zone Board of Directors, Health/Educational Facilities Development Corporation, Keep Lubbock Beautiful Advisory Committee, Lake Alan Henry Board of Appeals, Libraries Board, Lubbock Economic Development Alliance Board of Directors, Lubbock Emergency Communication District Board of Managers, Market Lubbock Economic Development Corporation Board of Directors, Model Codes & Construction Advisory Board, Museum & Arts Standing Sub-Committee, Park and Recreation Board and the Planning & Zoning Commission.

Item Summary

Consider appointments to the Airport Board, Central Business District Tax Increment Financing Reinvestment Zone Board of Directors, Health/Educational Facilities Development Corporation, Keep Lubbock Beautiful Advisory Committee, Lake Alan Henry Board of Appeals, Libraries Board, Lubbock Economic Development Alliance Board of Directors, Lubbock Emergency Communication District Board of Managers, Market Lubbock Economic Development Corporation Board of Directors, Model Codes & Construction Advisory Board, Museum & Arts Standing Sub-Committee, Park and Recreation Board and the Planning & Zoning Commission.

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

No file(s) attached.